

OFFICE OF THE COUNCIL

COUNCIL MEMBERS

BRANDON McCULLOUGH, President
MARTHA PTASHNIK, Vice President
CARRIE BUDZINSKI
ROB GJONAJ DONOVIC
JIM JOLLY
SCOTT MORGAN
LAURA M. TOY



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

OFFICE OF THE COUNCIL

**ELECTRONIC AGENDA PACKET FOR
THE REGULAR MEETING OF
WEDNESDAY, MARCH 20, 2024
7:00 P.M.**

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

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

1989th Regular Meeting Agenda of the Council of the City of Livonia
Wednesday, March 20, 2024

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 March 11, 2024

AUDIENCE COMMUNICATION

REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS

[a. Communication from the Department of Finance, dated March 1, 2024, re: forwarding the Departmental Purchases Report, for the month ending February 2024.](#)

CONSENT AGENDA

- [1. REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Robert Urban, Traffic Operations Engineer, MDOT - Taylor TSC, re: in conjunction with the Old M-14 Reconstruction Project from Newburgh Road to Market Street beginning in the Spring of 2025.](#)
- [2. REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Davide Piccirilli, re: to host a graduation party with a DJ at his home located at 18891 Aspen Drive on Friday, June 14, 2024, from 5:00 p.m. to midnight.](#)
- [3. APPOINTMENT OF A MAGISTRATE FOR THE 16TH DISTRICT COURT: 16th Judicial District Court, re: Administrative Order No. 2811, appointing Paul A. Bernier as Magistrate, pursuant to Public Act 16 of the Public Acts of 1976, MCLA Section 600.8501\(2\).](#)
- [4. APPOINTMENT OF A PART-TIME MAGISTRATE FOR THE 16TH DISTRICT COURT: 16th Judicial District Court, re: Administrative Order No. 2812, appointing Roger Spence as a part-time Magistrate, pursuant to Public Act 16 of the Public Acts of 1976, MCLA Section 600.8501\(2\).](#)
- [5. REQUEST PERMISSION FROM WAYNE COUNTY TO CLOSE A PORTION OF FARMINGTON ROAD TO HOST LIVONIA'S ANNUAL MEMORIAL DAY CEREMONY: Department of Parks & Recreation, re: to close Farmington Road north and southbound from Five Mile Road to Roycroft, on Saturday, May 25, 2024, from 8:30 a.m. to 10:00 a.m.](#)
- [6. REQUEST TO APPROVE THE HOLIDAY PARADE AND TREE LIGHTING ON SUNDAY, DECEMBER 8, 2024; REQUEST TO APPROVE PARADE ROUTE AND THE CLOSING OF CERTAIN CITY STREETS; TO REQUEST PERMISSION FROM WAYNE COUNTY TO CLOSE FARMINGTON ROAD FROM LYNDON TO FIVE MILE, BETWEEN THE HOURS OF 4:00 P.M. AND 5:00 P.M., OR UNTIL THE ROAD IS RETURNED TO NORMAL TRAFFIC OPERATION; TO AUTHORIZE SENIOR POLICE OFFICER MICHAEL ARAKELIAN TO SIGN THE ROAD CLOSURE PERMIT ON BEHALF OF THE CITY; AND THAT THE CITY OF LIVONIA WILL ASSUME LIABILITY FOR ANY DAMAGE CLAIMS RESULTING FROM THE ROAD CLOSURE: Department of Parks and Recreation, re: same.](#)

7. AWARD OF BID: Public Works Division, re: for Aggregates (road gravel, slag and stone) for the City's 2024 calendar year requirements, from budgeted funds.
8. AWARD OF BID: Public Works Division, re: for the 2024 Right-Of-Way Tree Planting program, with the option of extending through the 2025 season upon mutual agreement, from budgeted funds.
9. REQUEST FOR AUTHORIZATION TO PURCHASE ONE 10' FLATBED LIFTGATE THROUGH THE ROCHESTER HILLS CO-OP AWARD AGREEMENT: Public Works Division, re: for use by the Water Department, from budgeted funds.
10. REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) TRANSIT VAN 250 HI ROOF CARGO VAN UTILIZING THE STATE OF MICHIGAN AND MACOMB COUNTY CONSORTIUM BID PRICING: Public Works Division, re: to replace current van, from budgeted funds.
11. REQUEST TO AUTHORIZE APPROPRIATION AND EXPENDITURE: Department of Public Works, re: for the emergency repair of Vector truck number 343, from budgeted funds.
12. REQUEST FOR AUTHORIZATION TO PURCHASE ONE AIR-COOLED CHILLER: Department of Public Works, re: to replace the temporary chiller unit at the Bennett Civic Center Library, from budgeted funds.
13. REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT: Engineering Division, re: from Speedway LLC, in conjunction with the construction of a storm drain system that provides adequate drainage for property located at 37416 Seven Mile Road in the Southeast 1/4 of Section 6.
14. REQUEST TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF LIVONIA: Engineering Division, re: for the reconstruction of West Chicago Road from Harrison Road easterly to 125 feet west of Inkster Road with the proposed City's participation to be estimated at 18.15%, in the amount of \$374,845.

UNFINISHED BUSINESS

15. REQUEST TO EXTEND WAIVER USE APPROVAL TO CURRENT OWNER: Xiao Ping Shen, re: Petition 2014-10-02-14, submitted by Elite Foot Spa, LLC, from Edmond Leung to Xiao Ping Shen in order to continue operating a massage establishment on property located on the southeast corner of Plymouth and Stark Roads (34389 Plymouth Road) in the Northeast 1/4 of Section 33. (CR 88-21)
16. REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) CASE 2024 750M DOZER THROUGH THE SOURCEWELL CONTRACT (FORMERLY NJPA): Public Works Division, re: to be used by the Roads department, from budgeted funds.
17. REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) CASE 2024 WHEEL LOADER MODEL 621XR THROUGH THE SOURCEWELL CONTRACT (FORMERLY NJPA): Public Works Division, re: to be used by the Roads department, from budgeted funds.

NEW BUSINESS

18. ACCEPTANCE OF GRANT OF EASEMENT: Department of Law, re: for a public utility easement from R & E Landscaping and Constructing, LLC, located in the Southwest 1/4 of Section 28. Parcel ID #46-111-03-0010-000.
19. REQUEST TO APPROVE OR DENY SETTLEMENT: Department of Law, re: for the remaining seven claims for Donald and Dina Croskey, et al v City of Livonia; Wayne County Circuit Court Case No. 22-011590-NZ.
20. REQUEST TO APPROVE OFFER TO PURCHASE REAL ESTATE FROM LIVONIA PUBLIC SCHOOLS: Department of Law, re: in the amount of \$415,000, to serve as the site for the new City of Livonia Senior Center, from the unexpended fund balance of the Senior Center Construction Fund (418)

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 disabilities. 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.

LORI L. MILLER, CITY CLERK



LETTER TO THE LIVONIA CITY COUNCIL

Finance
March 1, 2024

MEETING DATE

R032024

PREPARED BY

DeAnne Bates, Program Supervisor,

AGENDA ITEM

a. Communication from the Department of Finance, dated March 1, 2024, re: forwarding the Departmental Purchases Report, for the month ending February 2024.

BACKGROUND DETAILS

Finance Ordinance 3.04.130(A) requires that a report be provided to the governing body regarding departmental purchases that are between \$15,000 and \$19,999. Attached hereto are the departmental purchases that meet this criterion for the month ending February 29, 2024. Additional details on these purchases will be provided upon request.

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

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

ATTACHMENTS

1. City Council - Receive and File Purchases - February 2024

APPROVED BY

Michael Slater, Finance Director

Date: March 01, 2024

Maureen Miller Brosnan, Mayor

Date: March 08, 2024

City of Livonia
City Council – Recieve and File Purchases

For Month of : February 2024

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

<u>Item #</u>	<u>Date</u>	<u>Department</u>	<u>Vendor</u>	<u>Item</u>	<u>Cost</u>	<u>Description</u>
1	2/6/2024	Parks and Recreation	Newton Crane Roofing, Inc	Jack E. Kirksey Recreation Center roof repairs	\$16,795.00	Emergency Repair of various areas of the Jack E. Kirksey Recreation Center roof
2	2/8/2024	Parks and Recreation	Placer Labs Inc	Park data usage site	\$15,000.00	One year access - 1/31/24-1/30/25.
3	2/22/2024	Parks and Recreation	Grit Services	Blue House chimney repairs	\$18,000.00	Alexander Blue House chimney repairs
4	2/26/2024	Parks and Recreation	Klepinger Construction	Rebuild Hinbern front porch	\$17,900.00	Rebuild of Hinbern House front porch
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20						

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 11, 2024**

Meeting was called to order at 8:26 p.m. by Council President Brandon McCullough. Present: Jim Jolly, Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, and President Brandon McCullough. Absent: Laura Toy.

Elected and appointed officials present: Lori Miller, City Clerk; Eric Goldstein, Assistant City Attorney; and David Lear, Assistant City Engineer.

Councilmember Jolly led the meeting with the Pledge of Allegiance.

1. REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Robert Urban, Traffic Operations Engineer, MDOT - Taylor TSC, re: in conjunction with the Old M-14 Reconstruction Project from Newburgh Road to Market Street beginning in the Spring of 2025.

Jeff Horne, Michigan Department of Transportation, presented the request to Council.

Councilmember Jolly asked for details of the timeline and the hours they plan to work.

Mr. Horne said they will be clearing the trees during the winter. That must be done by April 15th due to Indiana Bat Regulation restrictions. Road construction will begin around mid-April and should finish in mid-November. MDOT requires bridge decks to be poured at night, but they don't anticipate any other work being done at night. The road will be closed for about six months.

Councilmember Jolly offered an approving motion for the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

1.

Engineering
February 23, 2024

MEETING DATE

S031124/R03204

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Robert Urban, Traffic Operations Engineer, MDOT - Taylor TSC, re: in conjunction with the Old M-14 Reconstruction Project from Newburgh Road to Market Street beginning in the Spring of 2025.

BACKGROUND DETAILS

The Michigan Department of Transportation (MDOT) is in the process of bidding the project for the Old M-14 road reconstruction from Newburgh Road to Market Street, the project will also encompass the bridges in this corridor. This project is planned to begin in Spring 2025.

In an effort to reduce the impact to the motoring public, the local residents and the businesses along the Old M-14 corridor, including bridge work on Old M-14 over the Middle Rouge River and Hines Drive over Old M-14 and to allow the Contractor to maintain an aggressive work schedule, MDOT has requested a reprieve from the City of Livonia's Noise Ordinance regarding work during the night-time hours on Monday through Saturday evenings during the project (some Sundays may also be needed based on scheduling). The approval of this request will allow MDOT to place the noise ordinance waiver into their specifications for the portion of work performed in the City of Livonia for the duration of the project while under construction.

The Engineering Division in conjunction with the Inspection Department has no objection to this request and would like to respectfully recommend that the Council approve MDOT's request to allow the work to be completed in a timely manner and in the interest of safety.

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

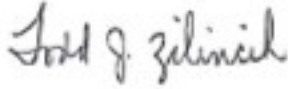
RESOLVED, that having considered the report and recommendation of the City Engineer, dated February 23, 2024, which bears the signature of the Director of Inspection, and is approved for submission by the Mayor, to which is attached a communication from Robert Urban, Traffic Operations Engineer, MDOT - Taylor TSC, dated February 15, 2024, requesting to waive Section 8.32.070 (Noise Control) of the Livonia Code of Ordinances, as amended, in order to permit nighttime work operations in conjunction with the Old M-14 Reconstruction Project, from Newburgh Road to Market Street, the Council does hereby determine to waive Section 8.32.070 (Noise Control) of the Livonia Code of Ordinances in conjunction with the Old M-14 Reconstruction Project,

from Newburgh Road to Market Street, currently scheduled to begin in the spring, 2025.

ATTACHMENTS

1. 2-15-24 Noise Ordinance Waiver Request from MDOT

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: February 23, 2024



Jerome Hanna, Director of Inspection

Date: February 23, 2024



Maureen Miller Brosnan, Mayor

Date: February 26, 2024



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION

PAUL C. AJEGBA
DIRECTOR

TAYLOR TRANSPORTATION SERVICE CENTER

February 15, 2024

RECEIVED

FEB 15 2024

CITY OF LIVONIA
ENGINEERING DEPARTMENT

Todd Zilincik, P.E.
City Engineer
City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

Subject: Request - Noise Ordinance Waiver for Project 106613: Old M-14 Reconstruction

Dear Mr. Zilincik:

This letter is being written in reference to the City of Livonia noise ordinance regarding nighttime work operations.

The Michigan Department of Transportation (MDOT) will begin a reconstruction and bridge rehabilitation project on Old M-14 that involves bridge work and road work between Newburgh Road and Market Street in the City of Livonia. Work is expected to begin in the Spring of 2025.

Because of the significant traffic volumes along Old M-14, the location constrictions, and the current construction schedule, MDOT is proposing to conduct several work operations for this project during nighttime hours, including bridge work on Old M-14 over the Middle Rouge River and Hines Dr over Old M-14. This would reduce the impact to traffic, reduce the overall construction schedule, reduce worker exposure to peak traffic, improve motorist safety, and reduce overall work zone delays. Therefore, MDOT respectfully requests a reprieve from the City of Livonia ordinance regarding work during the nighttime hours.

A response is respectfully requested by March 15, 2024. Should you need any further information, please feel free to contact me at (248) 320-6733 or via email at urbanr@michigan.gov. Your assistance in this matter is greatly appreciated.

Sincerely,

Robert Urban
Traffic Operations Engineer
MDOT – Taylor TSC

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 11, 2024**

Meeting was called to order at 8:26 p.m. by Council President Brandon McCullough.
Present: Jim Jolly, Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, and President Brandon McCullough. Absent: Laura Toy.

Elected and appointed officials present: Lori Miller, City Clerk; Eric Goldstein, Assistant City Attorney; and David Lear, Assistant City Engineer.

Councilmember Jolly led the meeting with the Pledge of Allegiance

2. REQUEST TO WAIVE THE CITY’S NOISE ORDINANCE: Davide Piccirilli, re: to host a graduation party with a DJ at his home located at 18891 Aspen Drive on Friday, June 14, 2024, from 5:00 p.m. to midnight.

Davide Piccirilli, 18891 Aspen Drive, presented the request to Council.

Councilmember Ptashnik offered an approving motion for the Consent agenda.

DIRECTION:	APPROVING	CONSENT
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LETTER TO THE LIVONIA CITY COUNCIL

2.

Council Office
February 29, 2024

MEETING DATE

S031124/R032024

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Davide Piccirilli, re: to host a graduation party with a DJ at his home located at 18891 Aspen Drive on Friday, June 14, 2024, from 5:00 p.m. to midnight.

BACKGROUND DETAILS

Request to waive the noise ordinance from Davide Piccirilli, in order to host a graduation party with a DJ at his home located at 18891 Aspen Drive on Friday, June 14, 2024, from 5:00 p.m. to midnight.

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

To approve the request as submitted.

ATTACHMENTS

1. S031124 Req for noise waiver Davide Piccirilli

APPROVED BY

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

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

PLEASE PRINT

Date of Application: 2/29/2024 Date to appear at a Council Meeting: March 11th, 2024 study mtg.

Name of Neighborhood Representative: Davide Piccirilli

Address (please include zip code): 18891 Aspen Drive, 48152

Telephone Number with area code: Home: 734-740-3120 Office: _____

Email: dfpiccirilli@gmail.com

Please circle what is being requested ☒ **“BLOCK PARTY”** and/or **“STREET BARRICADING”**

June 14th 2024

None

Grad Party: 5pm - midnight

Date of Block Party
and/or Barricading

Rain Date

Start/end time of Block Party and/or Barricading
End time is no later than 10:00 p.m.

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

Grad party not block party. Will be in my backyard at 18891 Aspen Drive, Livonia, 48152.

Request is just for noise variance for DJ, no barricades needed.

Type of Event: Briefly (Describe activities planned. Music, barbecue, games, etc.) Grad. party, not block party.

Will include tent, food and DJ in my backyard.

How many barricades are you requesting (max. 10)? 0

Approximate Number Attending: 50 - 75 through the evening

Date of Council Approval/Denial: _____

Council Resolution Number: _____

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 11, 2024**

Meeting was called to order at 8:26 p.m. by Council President Brandon McCullough.
Present: Jim Jolly, Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, and President Brandon McCullough. Absent: Laura Toy.

Elected and appointed officials present: Lori Miller, City Clerk; Eric Goldstein, Assistant City Attorney; and David Lear, Assistant City Engineer.

Councilmember Jolly led the meeting with the Pledge of Allegiance

4. APPOINTMENT OF A MAGISTRATE FOR THE 16TH DISTRICT COURT: 16th Judicial District Court, re: Administrative Order No. 2811, appointing Paul A. Bernier as Magistrate, pursuant to Public Act 16 of the Public Acts of 1976, MCLA Section 600.8501(2).

Judge Kathleen Mcann and Nadezda Stojcevski, Court Administrator, presented the request to Council.

Councilmember Jolly offered an approving motion for the Consent agenda.

DIRECTION:	APPROVING	CONSENT
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LETTER TO THE LIVONIA CITY COUNCIL

4.

16th District Court
February 26, 2024

MEETING DATE

S031124/R032024

PREPARED BY

Nadezda Stojcevska, Court Administrator,

AGENDA ITEM

APPOINTMENT OF A MAGISTRATE FOR THE 16TH DISTRICT COURT: 16th Judicial District Court, re: Administrative Order No. 2811, appointing Paul A. Bernier as Magistrate, pursuant to Public Act 16 of the Public Acts of 1976, MCLA Section 600.8501(2).

BACKGROUND DETAILS

Per the attached letter from Judges McCann and Kavanagh, upon your approval, the appointment of Paul A. Bernier as Magistrate will become effective upon his retirement as City Attorney.

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

To approve the appointment as requested.

ATTACHMENTS

1. S031124 Appt of Magistrate Paul Bernier
2. S031124 Appt of Magistrate Paul Bernier - Admin Order 2811

APPROVED BY

State of Michigan



Sean P. Kavanagh
District Judge

Nadezda Stojcevska
Court Administrator

Kathleen J. McCann
District Judge

The District Court
16th Judicial District
32765 Five Mile Road
Livonia, Michigan 48154
Phone (734) 466-2500

Laure Hibberd
Deputy Court Administrator

Barbara Scherr
Magistrate

February 26, 2024

Hon. Lori Miller
City Clerk
33000 Five Mile Road
Livonia, MI 48154

Re: Livonia City Council Agenda Item

Dear Hon. Miller:

Pursuant to Public Act 16 of the Public Acts of 1976, M.C.L.A. Section 600.8501(2), the appointment of a Magistrate is subject to approval of the governing body of the District Court Unit. We hereby request that the Appointment of Paul A. Bernier as Attorney Magistrate for the 16th District Court, effective upon his retirement as Livonia City Attorney, be put on the Livonia City Council Agenda as soon as possible.

If you have any questions, please contact our office. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kathleen J. McCann".

Kathleen J. McCann, Chief Judge

A handwritten signature in blue ink, appearing to read "Sean P. Kavanagh".

Sean P. Kavanagh, District Judge

KJM/pc
cc: Paul A. Bernier

STATE OF MICHIGAN
IN THE DISTRICT COURT FOR THE 16TH JUDICIAL DISTRICT
ADMINISTRATIVE ORDER NO. 2811

At a session of said Court held in
the courthouse in the City of
Livonia, Wayne County, Michigan,
the 4th day of March, 2024.

PRESENT: HON. KATHLEEN J. McCANN
HON. SEAN P. KAVANAGH

In accordance with MCL 600.8501 and 600.8503 and pursuant to the provisions of Public Act No. 16 of the Public Acts of 1978, being Michigan Compiled Laws Section 600.8521, and pursuant to the Livonia City County Council Resolution No. 878-89, as recorded in the minutes of the regular meeting on _____, the District Court for the Sixteenth Judicial District does hereby appoint **PAUL BERNIER** as full-time Attorney Magistrate for the Sixteenth District Court effective upon his retirement as Livonia City Attorney and extending to November 30, 2024. This position is at will and may be terminated at any time for any reason.

That as Attorney Magistrate, **PAUL BERNIER** must be a registered elector in the City of Livonia; serves at the pleasure of the Judges of the District Court; has taken the Constitution Oath of Office; through the City will file a performance bond of \$50,000 with the City of Livonia; has completed all required training courses; and is licensed to practice law in Michigan.

DUTIES AND RESPONSIBILITIES

PAUL BERNIER's position shall be a full-time position. The Attorney Magistrate shall be responsible to the District Court Judges of the Sixteenth District Court and the Court Administrator.

Pursuant to Section 8511 of Act No. 236 of the Public Acts of 1961, as amended by Act No. 290 of the Public Acts of 1984, being section 600.8511 of Michigan Compiled Laws, District Court Magistrate **PAUL BERNIER** shall have the following jurisdiction and duties:

a. Arraign and sentence upon pleas of guilty or nolo contendere for violations of the following acts or parts of acts, or local ordinances substantially corresponding to the following acts or parts of acts when authorized by the chief judge, if the maximum permissible punishment does not exceed 90 days in jail, a fine, or both [MCL 600.8511(a)]:

- 1) SPORT FISHING, part 487 of the natural resources and environmental protection act, MCL 324.48701 to 324.48740;
- 2) WILDLIFE CONSERVATION, part 401 of the natural resources and environmental protection act, MCL 324.40101 to 324.40120;
- 3) MARINE SAFETY, part 801 of the natural resources and environmental protection act, MCL 324.80101 to 324.80199;
- 4) MOTOR CARRIER ACT, MCL 475.1 to 479.43;
- 5) MOTOR CARRIER SAFETY ACT, MCL 480.11 to 480.25;
- 6) DOG LAW OF 1919, MCL 287.261 to 287.290;
- 7) MICHIGAN LIQUOR CONTROL CODE, MCL 436.1703 and 436.1915;
- 8) GENERAL POWERS AND DUTIES, part 5 of the natural resources and environmental protection act, MCL 324.501 to 324.513;
- 9) LITTERING, part 89 of the natural resources and environmental protection act, MCL 324.8901 to 324.8907;
- 10) HUNTING AND FISHING LICENSES, part 435 of the natural resources and environmental protection act, MCL 324.43501 to 324.43561;
- 11) RECREATIONAL TRESPASS, part 731 of the natural resources and environmental protection act, MCL 324.73101 to 324.73111; and
- 12) TRESPASS, MCL 750.546 to 750.552c.

b. Arraign and sentence upon pleas of guilty or nolo contendere

for violations of the Michigan vehicle code, MCL 257.1 to 257.923, or local ordinances substantially corresponding to provisions of the Michigan vehicle code, if the maximum permissible punishment does not exceed 93 days in jail, a fine, or both, except for violations of MCL 257.625 and 257.625m or local ordinances substantially corresponding to these provisions. However, the magistrate is authorized to arraign defendants and set bond with regard to violations of MCL 257.625 and 257.625m or local ordinances substantially corresponding to these provisions. [MCL 600.8511(b)]. For any Driving While License Suspended cases requiring immobilization of a vehicle, a district judge shall conduct the sentencing.

c. Arraign and sentence upon pleas of guilty or nolo contendere for violations of the following acts, if the maximum permissible punishment does not exceed 93 days in jail, a fine, or both [MCL 600.8511(c)]:

1) OFF-ROAD RECREATION VEHICLES, part 811 of the natural resources and environmental protection act, MCL 324.81101 to 324.81150 or local ordinances substantially corresponding to these provisions, except for violations of MCL 324.81134 and 324.81135. However, the magistrate is authorized to arraign defendants and set bond with regard to violations of MCL 324.81134 and 324.81135; and

2) SNOWMOBILE, part 821 of the natural resources and environmental protection act, MCL 324.82101 to 324.82160 or local ordinances substantially corresponding to these provisions, except for violations of MCL 324.82128 and 324.82129. However, the magistrate is authorized to arraign defendants and set bond with regard to violations of MCL 324.82128 and 324.82129.

d. Accept pleas of guilty or nolo contendere and impose sentence for misdemeanor or ordinance violations punishable by fines and that are not punishable by imprisonment by the terms of the statutes or ordinances creating the offenses. [MCL 600.8512a(b)]

e. Issue search warrants (limited to blood alcohol search warrants unless otherwise authorized by a district judge). [MCL

600.8511(g); MCL 780.651(4)]

f. Issue warrants for the arrest of persons or summons to appear in court upon written authorization of the prosecuting or municipal attorney and set pre-arraignment bonds. Written authorization is not required for vehicle law or ordinance violations within the jurisdiction of the magistrate, if a police officer issued a traffic citation in accordance with MCL 257.728 and the defendant failed to appear. [MCL 600.8511(e); MCL 764.1(1)]

g. Fix bail and accept bond in all criminal cases. [MCL 600.8511(f)] Set bond and order the defendant to appear before the circuit court in the county for a hearing when the person has been arrested for violation of a personal protection order and the circuit court judge will not be present or available within 24 hours after an arrest. [MCL 764.15b(3)]

h. Conduct first appearances of defendants before the court in all criminal and ordinance violation cases, including acceptance of any written demand or waiver of preliminary examination and acceptance of any written demand or waiver of jury trial. However, the magistrate may only accept pleas of guilty or nolo contendere expressly authorized under MCL 600.8511 or MCL 600.8512a. [MCL 600.8513(1)]

i. Conduct arraignments for a contempt of court violation or a probation violation, if the violation arises directly out of a criminal case for which the magistrate has authority to conduct the first appearance and involves the same defendant, and if the maximum permissible penalty for the offense does not exceed one year in jail, a fine, or both. The magistrate may accept a plea and set bond, but may not conduct a contempt or probation violation hearing or sentencing. [MCL 600.8511(d)]

j. Hear and preside over civil infraction admissions, admissions with explanation, motions to set aside default or withdraw admissions, and conduct informal hearings in civil infraction actions, and impose all sanctions allowed by statute, under the authority of MCL 600.8512a(a), MCL 600.8512 (traffic, parking,

recreational marihuana, and medical marihuana civil infractions), 600.8719 (municipal civil infractions), MCL 600.8819 (state civil infractions), and other applicable sections of these acts.

Informal hearings involving traffic or parking violations shall not be conducted until the magistrate has successfully completed the SCAO training course in traffic law adjudication and sanctions.

k. Approve and grant petitions for the appointment of attorneys to represent indigent defendants accused of misdemeanor offenses punishable by imprisonment for not more than one year or ordinance violations punishable by imprisonment. [MCL 600.8513(2)(a)]

l. Suspend payment of court fees by indigent parties in civil, small claims, or summary proceedings actions, until after judgment has been entered. [MCL 600.8513(2)(b)]

m. Upon written authorization of the prosecuting or city attorney, sign nolle prosequis, dismissing any criminal or ordinance violation cases over which the district court has jurisdiction and release any bail bonds or bail bond deposits to the persons entitled to them, unless the preliminary examination or trial has commenced or a plea of guilty or nolo contendere has been accepted by a district court judge. [MCL 600.8513(2)(c)]

n. Execute and issue process to effectuate authority expressly granted by law to district court magistrates. [MCL 600.8513(2)(d)]

o. Administer oaths and affirmations and take acknowledgments in writing. [MCL 600.8317]

p. Perform marriages and charge a fee of \$10 which shall be deposited with the court for transmission to the funding unit at the end of each month. [MCL 600.8316]

q. Issue summonses to appear and show cause why the animal should not be destroyed, issue other preliminary orders, conduct hearings, and make necessary dispositive orders, regarding animals alleged to be dangerous and to have caused serious injury or death

to a person or a dog. [MCL 287.322]

r. Hear cases in the small claims division of the district court. [MCL 600.8401, MCL 600.8427, MCL 600.8514]

s. Conduct probable cause conferences and all matters allowed at the probable cause conference, except for the taking of pleas and sentencings, under MCL 766.4. [MCL 600.8511(h)]

t. Hear, preside over, and issue orders regarding abandoned vehicles filed under MCL 257.252a, 257.252b, and MCL 257.252d. [MCL 257.252f]

COMPENSATION

PAUL BERNIER shall be compensated for his services as full-time Attorney Magistrate on an hourly basis of Forty-Five Dollars and Thirty-Eight Cents per hour (\$45.38). If services are utilized for the purpose of after-hours search warrant issuance, she shall be compensated a flat fee of \$50.00 per call. Said full-time Attorney Magistrate shall be entitled to receive fringe benefits afforded to full-time employees, and health benefits per the Court Information, Policy, and Procedure Manual, or opt-out payments, as the case may be. The medical benefits shall be effective on the first day of his employment with the 16th District Court. Said Attorney Magistrate shall be entitled to ten (10) days of paid vacation time.



KATHLEEN J. MCCANN, District Judge



SEAN P. KAVANAGH, District Judge

Original: Hon. Kathleen J. McCann
Hon. Sean P. Kavanagh
Nadezda Stojcevska
Finance
Payroll
Civil Service
PAUL BERNIER

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 11, 2024**

Meeting was called to order at 8:26 p.m. by Council President Brandon McCullough.
Present: Jim Jolly, Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, and President Brandon McCullough. Absent: Laura Toy.

Elected and appointed officials present: Lori Miller, City Clerk; Eric Goldstein, Assistant City Attorney; and David Lear, Assistant City Engineer.

Councilmember Jolly led the meeting with the Pledge of Allegiance

5. APPOINTMENT OF A PART-TIME MAGISTRATE FOR THE 16TH DISTRICT COURT: 16th Judicial District Court, re: Administrative Order No. 2812, appointing Roger Spence as a part-time Magistrate, pursuant to Public Act 16 of the Public Acts of 1976, MCLA Section 600.8501(2).

Judge Kathleen Mcann and Nadezda Stojcevski, Court Administrator, presented the request to Council.

Roger Spence, 32210 Myrna, introduced himself and gave his background information.

Councilmember Jolly offered an approving motion for the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

5.

16th District Court
March 5, 2024

MEETING DATE

S031124/R032024

PREPARED BY

Nadezda Stojcevska, Court Administrator,

AGENDA ITEM

APPOINTMENT OF A PART-TIME MAGISTRATE FOR THE 16TH DISTRICT COURT: 16th Judicial District Court, re: Administrative Order No. 2812, appointing Roger Spence as a part-time Magistrate, pursuant to Public Act 16 of the Public Acts of 1976, MCLA Section 600.8501(2).

BACKGROUND DETAILS

Per the attached letter from Judges McCann and Kavanagh, upon your approval, the appointment of Roger Spence as a part-time Magistrate, to become effective June 1, 2024.

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

To approve the appointment as requested.

ATTACHMENTS

1. S031124 Appt of PT Magistrate Roger Spence - Admin Order 2812
2. S031124 Appt of PT Magistrate Roger Spence

APPROVED BY

STATE OF MICHIGAN
IN THE DISTRICT COURT FOR THE 16TH JUDICIAL DISTRICT
ADMINISTRATIVE ORDER NO. 2812

At a session of said Court held in
the courthouse in the City of
Livonia, Wayne County, Michigan,
the 4th day of March, 2024.

PRESENT: HON. KATHLEEN J. McCANN
HON. SEAN P. KAVANAGH

In accordance with MCL 600.8501 and 600.8503 and pursuant to the provisions of Public Act No. 16 of the Public Acts of 1978, being Michigan Compiled Laws Section 600.8521, and pursuant to the Livonia City County Council Resolution No. 878-89, as recorded in the minutes of the regular meeting on _____, the District Court for the Sixteenth Judicial District does hereby appoint **ROGER SPENCE** as part-time Attorney Magistrate for the Sixteenth District Court effective June 1, 2024 and extending to November 30, 2024. This position is at will and may be terminated at any time for any reason.

That as Attorney Magistrate, **ROGER SPENCE** must be a registered elector in the City of Livonia; serves at the pleasure of the Judges of the District Court; has taken the Constitution Oath of Office; through the City will file a performance bond of \$50,000 with the City of Livonia; has completed all required training courses; and is licensed to practice law in Michigan.

DUTIES AND RESPONSIBILITIES

ROGER SPENCE's position shall be a part-time position. The Attorney Magistrate shall be responsible to the District Court Judges of the Sixteenth District Court and the Court Administrator.

Pursuant to Section 8511 of Act No. 236 of the Public Acts of 1961, as amended by Act No. 290 of the Public Acts of 1984, being section 600.8511 of Michigan Compiled Laws, District Court Magistrate **ROGER SPENCE** shall have the following jurisdiction and duties:

a. Arraign and sentence upon pleas of guilty or nolo contendere for violations of the following acts or parts of acts, or local ordinances substantially corresponding to the following acts or parts of acts when authorized by the chief judge, if the maximum permissible punishment does not exceed 90 days in jail, a fine, or both [MCL 600.8511(a)]:

- 1) SPORT FISHING, part 487 of the natural resources and environmental protection act, MCL 324.48701 to 324.48740;
- 2) WILDLIFE CONSERVATION, part 401 of the natural resources and environmental protection act, MCL 324.40101 to 324.40120;
- 3) MARINE SAFETY, part 801 of the natural resources and environmental protection act, MCL 324.80101 to 324.80199;
- 4) MOTOR CARRIER ACT, MCL 475.1 to 479.43;
- 5) MOTOR CARRIER SAFETY ACT, MCL 480.11 to 480.25;
- 6) DOG LAW OF 1919, MCL 287.261 to 287.290;
- 7) MICHIGAN LIQUOR CONTROL CODE, MCL 436.1703 and 436.1915;
- 8) GENERAL POWERS AND DUTIES, part 5 of the natural resources and environmental protection act, MCL 324.501 to 324.513;
- 9) LITTERING, part 89 of the natural resources and environmental protection act, MCL 324.8901 to 324.8907;
- 10) HUNTING AND FISHING LICENSES, part 435 of the natural resources and environmental protection act, MCL 324.43501 to 324.43561;
- 11) RECREATIONAL TRESPASS, part 731 of the natural resources and environmental protection act, MCL 324.73101 to 324.73111; and
- 12) TRESPASS, MCL 750.546 to 750.552c.

b. Arraign and sentence upon pleas of guilty or nolo contendere

for violations of the Michigan vehicle code, MCL 257.1 to 257.923, or local ordinances substantially corresponding to provisions of the Michigan vehicle code, if the maximum permissible punishment does not exceed 93 days in jail, a fine, or both, except for violations of MCL 257.625 and 257.625m or local ordinances substantially corresponding to these provisions. However, the magistrate is authorized to arraign defendants and set bond with regard to violations of MCL 257.625 and 257.625m or local ordinances substantially corresponding to these provisions. [MCL 600.8511(b)]. For any Driving While License Suspended cases requiring immobilization of a vehicle, a district judge shall conduct the sentencing.

c. Arraign and sentence upon pleas of guilty or nolo contendere for violations of the following acts, if the maximum permissible punishment does not exceed 93 days in jail, a fine, or both [MCL 600.8511(c)]:

1) OFF-ROAD RECREATION VEHICLES, part 811 of the natural resources and environmental protection act, MCL 324.81101 to 324.81150 or local ordinances substantially corresponding to these provisions, except for violations of MCL 324.81134 and 324.81135. However, the magistrate is authorized to arraign defendants and set bond with regard to violations of MCL 324.81134 and 324.81135; and

2) SNOWMOBILE, part 821 of the natural resources and environmental protection act, MCL 324.82101 to 324.82160 or local ordinances substantially corresponding to these provisions, except for violations of MCL 324.82128 and 324.82129. However, the magistrate is authorized to arraign defendants and set bond with regard to violations of MCL 324.82128 and 324.82129.

d. Accept pleas of guilty or nolo contendere and impose sentence for misdemeanor or ordinance violations punishable by fines and that are not punishable by imprisonment by the terms of the statutes or ordinances creating the offenses. [MCL 600.8512a(b)]

e. Issue search warrants (limited to blood alcohol search warrants unless otherwise authorized by a district judge). [MCL

600.8511(g); MCL 780.651(4)]

f. Issue warrants for the arrest of persons or summons to appear in court upon written authorization of the prosecuting or municipal attorney and set pre-arraignment bonds. Written authorization is not required for vehicle law or ordinance violations within the jurisdiction of the magistrate, if a police officer issued a traffic citation in accordance with MCL 257.728 and the defendant failed to appear. [MCL 600.8511(e); MCL 764.1(1)]

g. Fix bail and accept bond in all criminal cases. [MCL 600.8511(f)] Set bond and order the defendant to appear before the circuit court in the county for a hearing when the person has been arrested for violation of a personal protection order and the circuit court judge will not be present or available within 24 hours after an arrest. [MCL 764.15b(3)]

h. Conduct first appearances of defendants before the court in all criminal and ordinance violation cases, including acceptance of any written demand or waiver of preliminary examination and acceptance of any written demand or waiver of jury trial. However, the magistrate may only accept pleas of guilty or nolo contendere expressly authorized under MCL 600.8511 or MCL 600.8512a. [MCL 600.8513(1)]

i. Conduct arraignments for a contempt of court violation or a probation violation, if the violation arises directly out of a criminal case for which the magistrate has authority to conduct the first appearance and involves the same defendant, and if the maximum permissible penalty for the offense does not exceed one year in jail, a fine, or both. The magistrate may accept a plea and set bond, but may not conduct a contempt or probation violation hearing or sentencing. [MCL 600.8511(d)]

j. Hear and preside over civil infraction admissions, admissions with explanation, motions to set aside default or withdraw admissions, and conduct informal hearings in civil infraction actions, and impose all sanctions allowed by statute, under the authority of MCL 600.8512a(a), MCL 600.8512 (traffic, parking,

recreational marihuana, and medical marihuana civil infractions), 600.8719 (municipal civil infractions), MCL 600.8819 (state civil infractions), and other applicable sections of these acts.

Informal hearings involving traffic or parking violations shall not be conducted until the magistrate has successfully completed the SCAO training course in traffic law adjudication and sanctions.

k. Approve and grant petitions for the appointment of attorneys to represent indigent defendants accused of misdemeanor offenses punishable by imprisonment for not more than one year or ordinance violations punishable by imprisonment. [MCL 600.8513(2)(a)]

l. Suspend payment of court fees by indigent parties in civil, small claims, or summary proceedings actions, until after judgment has been entered. [MCL 600.8513(2)(b)]

m. Upon written authorization of the prosecuting or city attorney, sign nolle prosequis, dismissing any criminal or ordinance violation cases over which the district court has jurisdiction and release any bail bonds or bail bond deposits to the persons entitled to them, unless the preliminary examination or trial has commenced or a plea of guilty or nolo contendere has been accepted by a district court judge. [MCL 600.8513(2)(c)]

n. Execute and issue process to effectuate authority expressly granted by law to district court magistrates. [MCL 600.8513(2)(d)]

o. Administer oaths and affirmations and take acknowledgments in writing. [MCL 600.8317]

p. Perform marriages and charge a fee of \$10 which shall be deposited with the court for transmission to the funding unit at the end of each month. [MCL 600.8316]

q. Issue summonses to appear and show cause why the animal should not be destroyed, issue other preliminary orders, conduct hearings, and make necessary dispositive orders, regarding animals alleged to be dangerous and to have caused serious injury or death

to a person or a dog. [MCL 287.322]

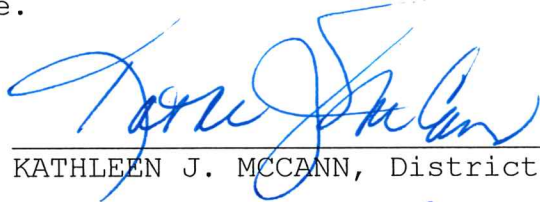
r. Hear cases in the small claims division of the district court. [MCL 600.8401, MCL 600.8427, MCL 600.8514]

s. Conduct probable cause conferences and all matters allowed at the probable cause conference, except for the taking of pleas and sentencings, under MCL 766.4. [MCL 600.8511(h)]

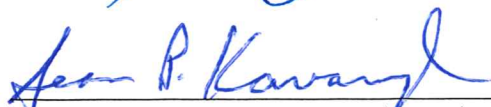
t. Hear, preside over, and issue orders regarding abandoned vehicles filed under MCL 257.252a, 257.252b, and MCL 257.252d. [MCL 257.252f]

COMPENSATION

ROGER SPENCE shall be compensated for his services as part-time Attorney Magistrate on an hourly basis of Forty-Five Dollars and Thirty-Eight Cents per hour (\$45.38). If services are utilized for the purpose of after-hours search warrant issuance, she shall be compensated a flat fee of \$50.00 per call. Said part-time Attorney Magistrate shall be entitled to receive fringe benefits afforded to part-time employees, and health benefits per the Court Information, Policy, and Procedure Manual, or opt-out payments, as the case may be. The medical benefits shall be effective on the first day of his employment with the 16th District Court. Said Attorney Magistrate shall be entitled to ten (10) days of paid vacation time.



KATHLEEN J. MCCANN, District Judge



SEAN P. KAVANAGH, District Judge

Original: Hon. Kathleen J. McCann
Hon. Sean P. Kavanagh
Nadezda Stojcevska
Finance
Payroll
Civil Service
ROGER SPENCE

State of Michigan



Sean P. Kavanagh
District Judge

Nadezda Stojcevska
Court Administrator

Kathleen J. McCann
District Judge

The District Court
16th Judicial District
32765 Five Mile Road
Livonia, Michigan 48154
Phone (734) 466-2500

Laure Hibberd
Deputy Court Administrator

Barbara Scherr
Magistrate

March 4, 2024

Hon. Lori Miller
City Clerk
33000 Five Mile Road
Livonia, MI 48154

Re: Livonia City Council Agenda Item

Dear Hon. Miller:

Pursuant to Public Act 16 of the Public Acts of 1976, M.C.L.A. Section 600.8501(2), the appointment of a Magistrate is subject to approval of the governing body of the District Court Unit. We hereby request that the Appointment of Roger Spence as part-time Attorney Magistrate for the 16th District Court, effective June 1, 2024, be put on the Livonia City Council Agenda as soon as possible.

If you have any questions, please contact our office. Thank you.

Sincerely,

Kathleen J. McCann, Chief Judge

A handwritten signature in blue ink, appearing to read "Kathleen J. McCann", is written over the typed name.

Sean P. Kavanagh, District Judge

A handwritten signature in blue ink, appearing to read "Sean P. Kavanagh", is written over the typed name.

KJM/pc
cc: Roger Spence

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 11, 2024**

Meeting was called to order at 8:26 p.m. by Council President Brandon McCullough.
Present: Jim Jolly, Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, and President Brandon McCullough. Absent: Laura Toy.

Elected and appointed officials present: Lori Miller, City Clerk; Eric Goldstein, Assistant City Attorney; and David Lear, Assistant City Engineer.

Councilmember Jolly led the meeting with the Pledge of Allegiance

6. REQUEST PERMISSION FROM WAYNE COUNTY TO CLOSE A PORTION OF FARMINGTON ROAD TO HOST LIVONIA'S ANNUAL MEMORIAL DAY CEREMONY: Department of Parks & Recreation, re: to close Farmington Road north and southbound from Five Mile Road to Roycroft, on Saturday, May 25, 2024, from 8:30 a.m. to 10:00 a.m.

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

Councilmember Morgan offered an approving motion for the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

6.

Parks and Recreation February 28, 2024

MEETING DATE

S031124/R032024

PREPARED BY

Ann Cox, Program Supervisor,

AGENDA ITEM

REQUEST PERMISSION FROM WAYNE COUNTY TO CLOSE A PORTION OF FARMINGTON ROAD TO HOST LIVONIA'S ANNUAL MEMORIAL DAY CEREMONY: Department of Parks & Recreation, re: to close Farmington Road north and southbound from Five Mile Road to Roycroft, on Saturday, May 25, 2024, from 8:30 a.m. to 10:00 a.m.

BACKGROUND DETAILS

The Livonia Memorial Day Ceremony is scheduled for Saturday, May 25, 2024 and will require closing several roads. We are seeking the Council's approval of a request to Wayne County to permit temporary closure of roadways for this event. The closures include Farmington Road north and southbound from 5 Mile to Roycroft. Police personnel will provide traffic control.

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

We request the closures from 8:30 a.m. to 10:00 a.m. as the ceremony will begin at 9:00 a.m.

ATTACHMENTS

1. S031124 LTC Req to close roads - Mem Day Ceremony

APPROVED BY

A handwritten signature in black ink, appearing to read "Ted Davis".

Date: February 28, 2024

Ted Davis, CPRP, Superintendent of Parks and Recreation

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

Date: March 01, 2024

Maureen Miller Brosnan, Mayor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 11, 2024**

Meeting was called to order at 8:26 p.m. by Council President Brandon McCullough.
Present: Jim Jolly, Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, and President Brandon McCullough. Absent: Laura Toy.

Elected and appointed officials present: Lori Miller, City Clerk; Eric Goldstein, Assistant City Attorney; and David Lear, Assistant City Engineer.

Councilmember Jolly led the meeting with the Pledge of Allegiance

7. REQUEST TO APPROVE THE HOLIDAY PARADE AND TREE LIGHTING ON SUNDAY, DECEMBER 8, 2024; REQUEST TO APPROVE PARADE ROUTE AND THE CLOSING OF CERTAIN CITY STREETS; TO REQUEST PERMISSION FROM WAYNE COUNTY TO CLOSE FARMINGTON ROAD FROM LYNDON TO FIVE MILE, BETWEEN THE HOURS OF 4:00 P.M. AND 5:00 P.M., OR UNTIL THE ROAD IS RETURNED TO NORMAL TRAFFIC OPERATION; TO AUTHORIZE SENIOR POLICE OFFICER MICHAEL ARAKELIAN TO SIGN THE ROAD CLOSURE PERMIT ON BEHALF OF THE CITY; AND THAT THE CITY OF LIVONIA WILL ASSUME LIABILITY FOR ANY DAMAGE CLAIMS RESULTING FROM THE ROAD CLOSURE: Department of Parks and Recreation, re: same.

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

Councilmember Morgan offered an approving motion for the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

7.

Parks and Recreation
February 28, 2024

MEETING DATE

S031124/R032024

PREPARED BY

Ann Cox, Program Supervisor,

AGENDA ITEM

REQUEST TO APPROVE THE HOLIDAY PARADE AND TREE LIGHTING ON SUNDAY, DECEMBER 8, 2024; REQUEST TO APPROVE PARADE ROUTE AND THE CLOSING OF CERTAIN CITY STREETS; TO REQUEST PERMISSION FROM WAYNE COUNTY TO CLOSE FARMINGTON ROAD FROM LYNDON TO FIVE MILE, BETWEEN THE HOURS OF 4:00 P.M. AND 5:00 P.M., OR UNTIL THE ROAD IS RETURNED TO NORMAL TRAFFIC OPERATION; TO AUTHORIZE SENIOR POLICE OFFICER MICHAEL ARAKELIAN TO SIGN THE ROAD CLOSURE PERMIT ON BEHALF OF THE CITY; AND THAT THE CITY OF LIVONIA WILL ASSUME LIABILITY FOR ANY DAMAGE CLAIMS RESULTING FROM THE ROAD CLOSURE: Department of Parks and Recreation, re: same.

BACKGROUND DETAILS

Merry & Bright: Livonia's Holiday Parade & Tree Lighting is scheduled for Sunday, December 8, 2024, and will require closing several roads.

The one-mile parade will begin at 4 p.m. and last about an hour. It will start at Frost Middle School and end at City Hall, where Santa and Mrs. Claus light up the beautiful Civic Center holiday display.

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

We are seeking the Council's approval of a request to Wayne County to permit temporary closure of roadways for this event. The route will require closing Stark from Schoolcraft to Lyndon, Lyndon from Stark to Farmington, and Farmington from Lyndon to Five Mile. Police personnel will provide traffic control.

ATTACHMENTS

1. S031124 LTC 2024 Holiday parade/tree lighting

APPROVED BY

A handwritten signature in black ink, appearing to read "Ted Davis".

Date: February 28, 2024

Ted Davis, CPRP, Superintendent of Parks and Recreation

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

Date: March 01, 2024

Maureen Miller Brosnan, Mayor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 11, 2024**

Meeting was called to order at 8:26 p.m. by Council President Brandon McCullough.
Present: Jim Jolly, Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, and President Brandon McCullough. Absent: Laura Toy.

Elected and appointed officials present: Lori Miller, City Clerk; Eric Goldstein, Assistant City Attorney; and David Lear, Assistant City Engineer.

Councilmember Jolly led the meeting with the Pledge of Allegiance

8. AWARD OF BID: Public Works Division, re: for Aggregates (road gravel, slag and stone) for the City's 2024 calendar year requirements, from budgeted funds.

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

Councilmember Jolly offered an approving motion for the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

8.

DPW

February 7, 2024

MEETING DATE

S031124/R032024

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

AWARD OF BID: Public Works Division, re: for Aggregates (road gravel, slag and stone) for the City's 2024 calendar year requirements, from budgeted funds.

BACKGROUND DETAILS

The Department of Public Works has taken bids for aggregates – road gravel, slag and stone in accordance with the requirements of the Finance Ordinance and the 2023-2024 approved budget for the Road Maintenance Section (Account No. 101-463-782-000). Specifications were prepared by the Division and bid invitations were placed on BidNet. Four companies submitted Proposals which were opened at 2:00 p.m. on Tuesday, February 6, 2024.

Attached is the "Tabulation of Bids for Aggregates – Road Gravel, Slag and Stone". The Department, as in the past, recommends awarding each individual aggregate to the lowest bidder, with the second-lowest bidder becoming the alternate supplier. Prices of the material are shipped Direct-to-Yard (DTY) – the City's Glendale bulk storage facility.

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

Having considered the report and recommendation of the Assistant Director of Public Works, dated February 6, 2024, 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 following low bids which meet specifications for supplying the Public Service Division (Road Maintenance Section) with **aggregate** materials specified at the unit prices bid for the 2024 calendar year requirements:

1st Place	Per Ton	Alternate Supplier	Per Ton	Est. Tons
Dani's	\$20.05	Contractors/Osburn *	\$22.00	3,000
Danis	\$25.45	Farmer	\$25.75	600
Contractors	\$22.50	Osburn	\$23.00	600

Contractors/Farm*	\$32.50	Contractors/Farm*	\$32.50	300
Farmer	\$26.00	Dani's	\$26.08	400
Osburn	\$12.00	Dani's	\$12.50	4,000
Dani's	\$16.96	Dani's	\$19.00	100
Farmer	\$15.60	Osburn	\$17.21	100
Dani's	\$25.93	Farmer	\$27.00	200
Dani's	\$19.00	Farmer	\$20.20	500
Dani's	\$22.35	Contractors	\$22.75	500
Dani's	\$23.15	Contractors	\$25.25	600
Contractors	\$23.50	Farmer	\$24.15	200

* Indicates a tie (same price). As in the past, tied Vendors will be rotated as product is ordered.

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

Various aggregate materials for road maintenance.

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

\$205,000 - \$216,000

DETAILED WORK BEING PERFORMED

n/a

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

Budgeted funds are available in the amount of \$140,000 in account no. 101-463-782-000

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

The award is granted based on individual pricing per product; lowest price first and second lowest as alternate supplier.

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

ATTACHMENTS

1. S031124 LTC 2024 Aggregates
2. Danis Bid Confirmation Email
3. 2024 Aggregates Bid Tab
4. Osborn bid 2024
5. Farmer Bid 2024
6. Contractors Outlet Bid 2024
7. Danis Bid 2024

APPROVED BY



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

Date: February 07, 2024



Don Rohraff, Director of Public Works

Date: February 16, 2024



Michael Slater, Finance Director

Date: February 21, 2024



Maureen Miller Brosnan, Mayor

Date: February 26, 2024

Russell, Jill

From: Troy Wykowski <twykowski@danitransport.com>
Sent: Thursday, February 8, 2024 8:49 AM
To: Russell, Jill
Cc: Bates, DeAnne
Subject: [Resent from Archiver] RE: Aggregates Bid

Good Morning!

I want to thank you so much for reaching out!

Yes all the numbers in the green column are perfect.

Please submit those as my "PER TON" prices for the 2024 season.

Thank you very much please reach out if you have any other questions!

Troy Wykowski – Sales Manager

Cell: 586-295-0080

Dani's Transport, Inc.

225 E Columbia Ave

Pontiac, MI 48340.

twykowski@danitransport.com



From: Russell, Jill <jrussell@livonia.gov>
Sent: Wednesday, February 7, 2024 10:51 AM
To: Troy Wykowski <twykowski@danitransport.com>
Cc: Bates, DeAnne <dbates@livonia.gov>
Subject: Aggregates Bid
Importance: High

Troy,
I understand there was an error in your aggregates bid submitted to the City of Livonia. Specifically, you bid a "TOTAL" amount per item versus the "PER TON" price we were looking for.
I have "recalculated" based on this information and want to confirm the pricing with you. The last column (in green) is your revised "bid price" based on the total price you submitted, divided by the number of tons requested. These are the "per ton" prices that will be compared to the other bids submitted.
If you have any questions, don't hesitate to contact me.

Danis

Bid

Ton

Per Ton

M.D.O.T. – 21AA Limestone – D.T.Y.	\$60,150.00	3,000	\$ 20.05
M.D.O.T. – 6A Limestone	\$15,270.00	600	\$ 25.45
M.D.O.T. – 22A – D.T.Y.	\$14,040.00	600	\$ 23.40
W.C.D.P.S – 30A (Blast Furnace Slag – D.T.Y.	No Bid	300	
M.D.O.T. – Class I – D.T.Y.	\$10,432.00	400	\$ 26.08
M.D.O.T. – Class II – D.T.Y.	\$50,000.00	4,000	\$ 12.50
M.D.O.T. – 2NS – Natural Sand – D.T.Y.	\$1,696.00	100	\$ 16.96
M.D.O.T. – 2MS – Mortar Sand – D.T.Y.	\$1,721.00	100	\$ 17.21
M.D.O.T. – 60-40 Washed – Conc. Aggregates – D.T.Y.	\$5,186.00	200	\$ 25.93
1" to 3" Crushed Concrete D.T.Y.	\$9,500.00	500	\$ 19.00
M.D.O.T. – 6A Natural Stone – D.T.Y.	\$11,175.00	500	\$ 22.35
M.D.O.T. – 5G	\$13,890.00	600	\$ 23.15
Ag-Lime – "Parks"	\$5,166.00	200	\$ 25.83



Jill Russell
 Secretary III
 City of Livonia | Department of Public Works
 (734) 466-2610
jrussell@livonia.gov
www.livonia.gov



This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential, and/or exempt from disclosure under applicable laws. If the reader of the message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and/or reply to this e-mail message. Thank you.

DEPARTMENT OF PUBLIC WORKS

2024 AGGREGATES BID TAB	Contractors Outlet, Inc. 12940 Telegraph Carleton, MI 48117	Dani's Aggregate 5700 Ready Rd. S. Rockwood, MI 48179	Farmer and Underwood 7401 Rawsonville Rd Belleville, MI 48111	Osburn Industries 5850 Pardee Rd. Taylor, MI 48180
M.D.O.T. – 21AA Limestone – D.T.Y.	\$ 22.00	\$ 20.05	\$ 23.00	\$ 22.00
M.D.O.T. – 6A Limestone	\$ 28.75	\$ 25.45	\$ 25.75	\$ 30.00
M.D.O.T. – 22A – D.T.Y.	\$ 22.50	\$ 23.40	\$ 23.50	\$ 23.00
W.C.D.P.S – 30A (Blast Furnace Slag – D.T.Y.	\$ 32.50		\$ 32.50	No Bid
M.D.O.T. – Class I – D.T.Y.	\$ 26.85	\$ 26.08	\$ 26.00	No Bid
M.D.O.T. – Class II – D.T.Y.	\$ 13.90	\$ 12.50	\$ 12.55	\$ 12.00
M.D.O.T. – 2NS – Natural Sand – D.T.Y.	\$ 20.35	\$ 16.96	\$ 21.50	\$ 19.00
M.D.O.T. – 2MS – Mortar Sand – D.T.Y.	\$ 17.75	\$ 17.21	\$ 15.60	No Bid
M.D.O.T. – 60-40 Washed – Conc. Aggregates – D.T.Y.	\$ 30.40	\$ 25.93	\$ 27.00	No Bid
1" to 3" Crushed Concrete D.T.Y.	\$ 21.90	\$ 19.00	\$ 20.20	\$ 23.00
M.D.O.T. – 6A Natural Stone – D.T.Y.	\$ 22.75	\$ 22.35	\$ 25.00	\$ 24.00
M.D.O.T. – 5G	\$ 25.25	\$ 23.15	\$ 26.10	No Bid
Ag-Lime – "Parks"	\$ 23.50	\$ 25.83	\$ 24.15	\$ 39.00
Maximum Delivery Time	2 Days, Terms - 30 days net	No delivery listed, Terms – 45 days net	1 day, Terms - net 30	48 hours, Terms - net 30

*=Tie/same pricing

1st Place	Per Ton	Alternate Supplier	Per Ton
Dani's	\$ 20.05	Contractors/Osburn *	\$ 22.00
Danis	\$ 25.45	Farmer	\$ 25.75
Contractors Outlet	\$ 22.50	Osburn	\$ 23.00
Contractors/Farm*	\$ 32.50	Contractors/Farm*	\$ 32.50
Farmer	\$ 26.00	Dani's	\$ 26.08
Osburn	\$ 12.00	Dani's	\$ 12.50
Dani's	\$ 16.96	Dani's	\$ 19.00
Farmer	\$ 15.60	Osburn	\$ 17.21
Dani's	\$ 25.93	Farmer	\$ 27.00
Dani's	\$ 19.00	Farmer	\$ 20.20
Dani's	\$ 22.35	Contractors	\$ 22.75
Dani's	\$ 23.15	Contractors	\$ 25.25
Contractors	\$ 23.50	Farmer	\$ 24.15

City of Livonia due 2/6/24

FORM OF PROPOSAL FOR AGGREGATES – 2024 CALENDAR YEAR

Honorable Members of the Council
33000 Civic Center Drive
Livonia, Michigan 48154

Dear Council Members:

The undersigned, as bidder, declares that they have familiarized themselves with the type of material desired and have carefully examined the specifications and instructions to bidders, which they understand and accept as sufficient for the purpose and agree they will furnish to the City of Livonia the specified items and will accept in full payment therefore the following amounts:

AGGREGATES – ROAD GRAVEL, SLAG AND STONE	Estimated Qty (Tons)	Unit Price Per Ton
M.D.O.T. – 21AA – Limestone – D.T.Y.	3000	\$ <u>22.00</u> /ton
M.D.O.T. – 6A Limestone.....	600	\$ <u>30.00</u> /ton
M.D.O.T. – 22A – D.T.Y.....	600	\$ <u>23.00</u> /ton
W.C.D.P.S. – 30A (Blast Furnace Slag) – D.T.Y.	300	\$ <u>N/B</u> /ton
M.D.O.T. – Class I – D.T.Y.	400	\$ <u>N/B</u> /ton
M.D.O.T. – Class II – D.T.Y.....	4000	\$ <u>12.00</u> /ton
M.D.O.T. – 2NS – Natural Sand – D.T.Y.....	100	\$ <u>19.00</u> /ton
M.D.O.T. – 2MS – Mortar Sand – D.T.Y.....	100	\$ <u>N/B</u> /ton
M.D.O.T. – 60-40 Washed – Conc. Aggregates – D.T.Y.....	200	\$ <u>N/B</u> /ton
1" to 3" Crushed Concrete – D.T.Y.....	500	\$ <u>23.00</u> /ton
M.D.O.T – 6A Natural Stone – D.T.Y.	500	\$ <u>24.00</u> /ton
M.D.O.T. – 5G.....	600	\$ <u>N/B</u> /ton
Ag-Lime – "Parks"	200	\$ <u>39.00</u> /ton

All unit prices shall hold firm for 2024 calendar year requirements

State maximum time required for delivery F.O.B. Livonia after order unless otherwise stated	<u>48 hours</u>
State terms <u>Net 30 days</u>	Net

Form of Proposal for Aggregates – Road Gravel, Slag and Stone

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

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

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

01/29/24
Date

Osburn Industries, Inc.
Firm Name (please Print) (if corporation, partnership, or assumed name)

X

Signature (person executing bid and official capacity)

Michael T. Machesky

PRINT NAME

Address

5850 Pardee Road

City, State, Zip

Taylor MI 48180

Phone

313 292 4140 x102

Fax

N/A

Email Address

mike@osburnind.com

Names of principal officers and designate official capacity. If partnership or assumed name, indicate names of owners. Please print

Name	Title/Position
Richard S Osburn	President
Timothy M Osburn	Vice President

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

ADVERTISEMENT FOR BIDS
FOR
AGGREGATES

The City of Livonia Michigan will receive sealed bids VIA **THE MITN WEBSITE ONLY** (WWW.MITN.INFO) according to the scope of work herein until 2:00 p.m., FEBRUARY 6, 2024. **PHYSICAL BID SUBMISSION WILL NOT BE ACCEPTED.**

The City of Livonia seeks bids for the following:

**REQUEST FOR BIDS FOR AGGREGATES, CONSISTING OF
ROAD GRAVEL, SLAG AND STONE, IN VARIOUS
QUANTITIES.**

A public bid opening will be conducted **online only** via ZOOM on FEBRUARY 6, 2024 at 2:00 p.m. local time. Interested parties may attend virtually by phone or computer.

Bid opening access by computer:

<https://us02web.zoom.us/j/82294127641>

Bid opening access by phone:

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

Pricing recorded during the online bid opening will be posted to the MITN website. The bid opening figures posted do not represent an intent to award. The City of Livonia will go through its normal evaluation process and award a contract for the services requested herein if it is in the City's best interest to do so. Vendor's should make no assumption as to award of contract. Official notice of award will be posted to the MITN website upon contract approval.

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

The City of Livonia officially distributes bid documents through the Michigan Intergovernmental Trade Network (BidNet). **Bid documents obtained from any other source are not considered official copies.** The City of Livonia cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources.

Only those firms who obtain the RFB documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.

No bidder may withdraw his proposal within one hundred twenty (120) calendar days after the date set for opening thereof. The right to accept any bid, to reject any or all proposals and to waive irregularities in bidding is reserved by the City of Livonia. Portions of this Contract may be deleted due to unforeseen circumstances without compensation. Acceptance of any bid does not constitute a binding agreement until a written Contract is signed by both parties.

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

Douglas L. Moore
Asst. Director, Public Works

Maureen Miller-Brosnan
Mayor

FEBRUARY 2024

INSTRUCTIONS TO BIDDERS

FOR

AGGREGATES

1. Sealed proposals will be received by the City of Livonia, Michigan, as owner, until 2:00 p.m. on FEBRUARY 6, 2024 VIA THE MITN WEBSITE ONLY. No physical bid documents will be accepted. At which time said proposals will be opened and publicly read.
2. Proposals shall be for items as specified on attached Specifications and Proposal Form. A Manufacturer Specification Sheet for each model or style of item to be supplied shall accompany the bid when applicable.
3. If any figure already entered on the proposal form by the bidder is to be altered, it shall be crossed out with ink and the new unit price entered above it or below it and initialed by the bidder.
4. The unit price shall be entered where indicated.
5. The bid of any City-based firm may be deemed a better bid than the bid of any competing firm which is not City-based, whenever the bid of such competing firm shall be less than three percent lower than the bid of the City-based firm on any contract in an amount of \$100,000 or less, and less than one percent lower on any amount bid in excess thereof. The firm making the lowest bid thus evaluated shall be deemed the lowest bidder. (Section 3.04.140.E. of the Livonia Code of Ordinances, as amended).
6. It is understood that the quantities of materials to be furnished as stated in the proposal are approximate and are given only as a basis for comparing bids. It is further understood that this agreement is not for any predetermined quantity but is for the entire requirement for the City of Livonia for the period 2024 calendar year requirements.
7. Unless otherwise specified, delivery shall be to the Department of Public Works Yard, 12973 Farmington Road, Livonia, Michigan 48150.
8. All invoices shall be submitted monthly by supplier to the City of Livonia on the basis of the unit prices bid within the contract period specified.
9. No prebid meeting will be held for this bid.

Michael T. Slater
Director of Finance
CITY OF LIVONIA

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

Aggregates – Road Gravel, Slag and Stone

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FORM OF PROPOSAL FOR AGGREGATES – 2024 CALENDAR YEAR

Honorable Members of the Council
33000 Civic Center Drive
Livonia, Michigan 48154

Dear Council Members:

The undersigned, as bidder, declares that they have familiarized themselves with the type of material desired and have carefully examined the specifications and instructions to bidders, which they understand and accept as sufficient for the purpose and agree they will furnish to the City of Livonia the specified items and will accept in full payment therefore the following amounts:

AGGREGATES – ROAD GRAVEL, SLAG AND STONE	Estimated Qty (Tons)	Unit Price Per Ton
M.D.O.T. – 21AA – Limestone – D.T.Y.	3000	\$ 23.00 /ton
M.D.O.T. – 6A Limestone.....	600.....	\$ 25.75 /ton
M.D.O.T. – 22A – D.T.Y.....	600	\$ 23.50 /ton
W.C.D.P.S. – 30A (Blast Furnace Slag) – D.T.Y.	300	\$ 32.50 /ton
M.D.O.T. – Class I – D.T.Y.	400	\$ 26.00 /ton
M.D.O.T. – Class II – D.T.Y.....	4000	\$ 12.55 /ton
M.D.O.T. – 2NS – Natural Sand – D.T.Y.....	100	\$ 21.50 /ton
M.D.O.T. – 2MS – Mortar Sand – D.T.Y.....	100	\$ 15.60 /ton
M.D.O.T. - 60-40 Washed – Conc. Aggregates – D.T.Y.	200	\$ 27.00 /ton
1" to 3" Crushed Concrete – D.T.Y.....	500	\$ 20.20 /ton
M.D.O.T – 6A Natural Stone – D.T.Y.	500	\$ 25.00 /ton
M.D.O.T. – 5G.....	600.....	\$ 26.10 /ton
Ag-Lime – "Parks"	200	\$ 24.15 /ton

All unit prices shall hold firm for 2024 calendar year requirements

State maximum time required for delivery F.O.B. Livonia after order unless otherwise stated	1 day
State terms	30 Net

Form of Proposal for Aggregates – Road Gravel, Slag and Stone

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

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

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

1/25/24**Date**Farmer Underwood Trucking LTD**Firm Name (please Print) (if corporation, partnership, or assumed name)****X** **Signature (person executing bid and official capacity)**Austin Farmer**PRINT NAME****Address**7401 Rawsonville Rd**City, State, Zip**Belleville, MI 48111**Phone**734-485-1740**Fax**734-485-2644**Email Address**afarmer@farmerunderwoodtrucking.com

Names of principal officers and designate official capacity. If partnership or assumed name, indicate names of owners. *Please print*

Name	Title/Position
Jeff Farmer	President
Austin Farmer	GM

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

SPECIFICATIONS FOR AGGREGATES – ROAD GRAVEL, SLAG AND STONE

The following is intended to explain the abbreviations used in listing the materials on the attached proposal form:

"D.T.Y." shall be understood to mean "delivered to yard," which bid amount shall include freight cost F.O.B., the DPW material storage yard located south of Schoolcraft (I-96) in Livonia.

"M.D.O.T." shall mean the material shall conform to the same requirements specified by the Michigan Department of Transportation.

"W.C.D.P.S." shall mean the material shall conform to the same requirements specified by the Wayne County Department of Public Services.

It shall be understood that estimated quantity adjacent each material is to be used only as an indicator to bidders of the City's requirements for the 2024 calendar year. Actual quantities purchased by the City will be on an "as needed" basis and will be determined at the time of order.

Bidders are requested to fill in the unit price per ton column on the "Form of Proposal" adjacent each material which is intended to be furnished to the City of Livonia. Enter the initials "N.B." for all items for which no bid is submitted.

Delivery shall be to the Department of Public Works Yard, 12973 Farmington Road, Livonia, Michigan 48150. The supplier will be notified by the Department of Public Works when material is needed.

Bills shall be submitted monthly by supplier to the City of Livonia. The price to the City of Livonia shall remain firm for the 2024 calendar year.

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

<u>SECTION</u>	<u>TOPIC</u>
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2.	Definitions
3.	Intent of the Contract Documents
4.	Contract Drawings and Specifications
5.	Shop Drawings
6.	Soil Conditions
7.	"Or Equal" Clause
8.	Patents and Infringements
9.	Superintendence
10.	Workers
11.	Subcontracting
12.	Director's Status
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CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

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CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

1. Contract Documents

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

2. Definitions

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

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

3. Intent of the Contract Documents

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

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

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

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

4. **Contract Drawings and Specifications**

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

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

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

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

5. **Shop Drawings**

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

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

6. **Soil Conditions**

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

7. **"Or Equal" Clause**

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

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

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

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

8. Patents and Infringements

The contractor agrees to indemnify and save the City, its servants and agents, harmless against any and all claims for royalties or infringements of patent rights in respect to tools, appliances, equipment, processes, or systems of construction and materials made, furnished or used under this contract, and to defend at his own expense any and all suits at law or in equity which may be brought against the City, its servants or agents, for such claims; provided, however, that the City, its servants or agents, gives the contractor immediate notice in writing of the institution of such suit and authorizes him to defend the same, furnishing him with such reasonable assistance and available information as will enable him to so defend. The provisions of this paragraph shall be binding upon the parties hereto, notwithstanding anything to the contrary implied or expressed elsewhere in any of the contract documents.

9. Superintendence

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

10. Workers

The contractor shall employ only competent, efficient workers who are skilled in the work assigned to them and shall at all times enforce strict discipline and good order among his employees. Whenever the City shall notify the contractor, in writing, that in its opinion any worker so employed is careless, incompetent, disorderly, or otherwise unsatisfactory, such worker shall be relieved from the job and shall not again be employed thereon except with the written consent of the City.

11. Subcontracting

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

12. Director's Status

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

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

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

13. Inspector's Status

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

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

14. Inspection

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

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

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

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

15. Protection of Work

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

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

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

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

16. Accident Prevention

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

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

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

17. Working Space

The contractor shall confine his equipment, apparatus, materials storage and operations to limits indicated by applicable laws, permits or directions of the City and shall not unnecessarily encumber the premises with his materials.

Should the contractor require space on privately owned property, he shall obtain such space at his own expense by agreement with the owner thereof.

18. Use of Site

In his operations, the contractor shall interfere as little as possible with traffic and shall in no case unduly obstruct traveled ways.

The contractor shall at no time interfere with surface or underground drainage. Free access shall be provided at all times to hydrants and water and gas valves.

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

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

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

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

20. **Permits, Surveys and Compliance With Laws**

The contractor shall secure and pay for all permits, fees and licenses (including such fees that may be assigned to the City of Livonia as permit holder) necessary for the performance of the work unless otherwise specifically provided in the contract documents.

The City shall furnish all surveys unless otherwise provided in like manner.

The contractor shall give all notices, pay all fees, and comply with all applicable laws, as well as rules and regulations bearing on the conduct of the work.

21. **Laying Out Work**

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

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

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

22. **Survey Monuments**

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

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23. Sanitary Regulations

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

24. Report of Errors and Discrepancies

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

25. Estimated Quantities

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

26. Contractor's and Subcontractor's Insurance

The contractor shall not commence work under this contract until he has obtained the insurance required under this paragraph, nor shall the contractor permit any subcontractor to commence work on his subcontract until he has obtained the insurance herein required.

- a. Worker's Compensation Insurance. The contractor shall procure and maintain during the life of this contract, Worker's Compensation Insurance for all of his employees who engage in the work to be performed; and, in any case any such work is sublet, the contractor shall require the subcontractor to provide similar insurance for all of the latter's employees who engage in the work.
- b. Contractor's Public Liability and Property Damage Insurance. The contractor shall procure and maintain during the life of this contract, Contractor's Public Liability and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.
- c. Owner's and Contractor's Protective Public Liability and Property Damage Insurance. The contractor shall procure and maintain during the life of this contract, Owner's and Contractor's Protective Public Liability and Property Damage

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

- d. Subcontractor's Public Liability and Property Damage Insurance. The contractor shall require each of his subcontractors to procure and maintain during the life of their subcontract, Subcontractor's Public Liability and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.
- e. Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance.
 - (1) The contractor shall procure and maintain during the life of this contract, Motor Vehicle Bodily Injury Insurance (Comprehensive Form) in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.
 - (2) The contractor shall procure and maintain during the life of this contract, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.

27. Proof of Carriage of Insurance

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

28. Performance Bond

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

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

29. Labor and Materials Bond

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

30. Maintenance and Guarantee Bond

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

31. Forfeiture of Contract

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

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

32. Definition of Notice

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

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

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- b. As to the contractor, when written notice shall have been delivered to his chief representative then present at the site of the work, or shall have been placed in the U. S. mail, addressed to the contractor at his permanent place of business, as stated in the papers prepared by him to accompany his proposal; and
- c. As to the surety on a Performance Bond or Labor and Materials Bond, when a written notice shall have been placed in the U. S. mail, addressed to the surety at his home office or to the agents who executed such Performance Bond or Labor and Materials Bond on the surety's behalf.

33. Additional or Omitted Work – Payment

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

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

- a. By unit prices contained in the contractor's original bid and incorporated in the contract.
- b. By a supplemental schedule of prices contained in the contractor's original bid and incorporated in the contract.
- c. By an acceptable lump sum proposal from the contractor.

34. Deduction for Uncorrected Work

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

35. Time Limit of Contract

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

36. Extension of Time

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

37. Estimates and Payments

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

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

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

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

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

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

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

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

38. **Fair Employment Practices Act**

- a. The contractor agrees that neither he nor his subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry.
- b. The contractor agrees that neither he nor his subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his age or sex, except where based on a bona fide occupational qualification.
- c. Breach of the covenants contained in either of the foregoing paragraphs may be regarded as material breach of this contract and may result in its cancellation, termination or suspension in whole or in part and in the contractor being declared ineligible to contract in the future with the City of Livonia.

CONTRACT

THIS CONTRACT, entered into this ____th day of ____ A.D. 2024 between the CITY OF LIVONIA, hereinafter referred to as the Owner, party of the first part, and _____ hereinafter referred to as the Contractor, party of the second part.

WITNESSETH, that the said Contractor, for the consideration mentioned in the various items set forth below, by these presents does agree that he will furnish all labor, materials, machinery, tools and equipment and do all things necessary for and incidental to the _____ together with appurtenances thereto, as set forth in certain Instructions to Bidders, Proposal, General Conditions, Specifications, Bonds, Plans, Drawings, and the following documents, all of which are attached hereto and made a part of this agreement.

Council Resolution # _____

IN CONSIDERATION WHEREOF, said Owner does agree to pay to said Contractor the sum not to exceed _____ Dollars (\$_____) based upon the amounts and sum listed in the Proposal.

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

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

Witness:

CITY OF LIVONIA, Owner

By _____
Maureen Miller Brosnan, Mayor

Susan Nash, City Clerk

X _____

X _____
Contractor

Approved:

Donald R. Rohraff
Director of Public Works

Michael T. Slater
Director of Finance

Approved as to form:

Department of Law

Pursuant to Resolution # _____

Adopted by City Council on _____

CONTRACTOR'S AFFIDAVIT

State of Michigan)
) ss.
County of _____)

The undersigned Contractor, _____,
hereby represents that on _____ he (it) was awarded a
contract by the City of Livonia, Wayne County, Michigan, to _____

in accordance with the terms and conditions of Contract No. _____, and the said
contract has now been completed.

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

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

This affidavit is freely and voluntarily given with full knowledge of the facts, on this _____
day of _____, 20____.

Contractor

By _____

Title _____

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

Notary Public, State of Michigan, County of _____

My commission expires: _____

Acting in the County of _____

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____
to _____ A.D. 20____, performed any work, furnished
any material, sustained any loss, damage or delay for any reason, including soil condi-
tions encountered or created, or otherwise done anything for which I shall ask, demand,
sue for, or claim compensation from the City of Livonia, as Owner, or its agents, in addi-
tion to the regular items set forth in the contract numbered _____, and dated
_____, A.D. 20____, for _____

executed between myself and the City of Livonia, and in the Change Orders for work
issued by the City of Livonia in writing as provided thereunder, except as I hereby make
claim for additional compensation and/or extension of time, as set forth on the itemized
statement attached hereto.

There is/is not an itemized statement attached.

The Contractor further certifies that all his indebtedness for labor and materials
incorporated in the work covered by this estimate has been fully paid and/or satisfactory
arrangements with materials suppliers have been made.

Contractor

By _____

Title _____

Date _____

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DEPARTMENT OF PUBLIC WORKS
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INSTRUCTIONS TO BIDDERS

1. **DEFINITIONS**

- a. The respective contract documents are complementary so that requirements of any particular document shall be applicable to all. The contract price, as such term is used in the contract documents, shall include the cost of all superintendence, labor and materials, and all other expense necessary for the proper execution of the work.
- b. The specifications, plans and drawings herein referred to shall be taken together to explain each other and to make the whole consistent. Work shown on a plan and not mentioned in the specifications, or vice versa, shall be performed as if shown by both; and, in case of conflict, the Director of Public Works will decide as to the correct interpretation thereof. Where errors or omissions are encountered in the contract documents, the applicable sections of the current edition of the "Abbreviated Form of Agreement Between Owner and Contractor," AIA Document A-107 of the American Institute of Architects, shall prevail.

2. **PROPOSALS**

- a. Sealed proposals will be received as per Advertisement for Bids.
- b. Proposals shall be for items as specified on the attached specifications and bid form. A manufacturer's specification sheet for materials and items to be supplied shall accompany the bid when applicable.
- c. Proposals shall be enclosed in a sealed envelope marked with the name of the project and bidder and shall be delivered to the office of the City Clerk, 33000 Civic Center Drive, Livonia, Michigan 48154, on or before the time specified in the Advertisement for Bids. Such proposals shall be submitted in strict accordance with the City of Livonia specifications for the items listed herein. Any and all variations from the specifications are to be stated in the bids.
- d. Each proposal must be submitted in triplicate on forms furnished by the Director of Public Works.
- e. If any figure already entered on the bid form by the bidder is to be altered, it shall be crossed out with ink and the new unit price entered above it or below it and initialed by the bidder.
- f. Each bid must be accompanied by cash, certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the City of Livonia in the amount of five percent (5%) of the bid. Such cash, checks or bid bonds will be returned after the City of Livonia and the accepted bidder have executed the contract; or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within fifteen (15) days after he has received notice of

the acceptance of his bid, shall forfeit to the City of Livonia, as liquidated damages for such failure or refusal, the security deposited with his bid.

- g. The City has the right to require pertinent information from a contractor requesting to bid the project. When so required, a bidder shall submit to the City a properly executed Contractor's Qualification Statement, AIA Document A305.
- h. The City of Livonia reserves the right to reject any and all bids, to waive any informalities or deficiency in the bids received, and to accept any bid proposal which it deems most favorable to the interest of the City regardless of whether such bid is the lowest received.
- i. In comparing bids, the bid of any City-based firm may be deemed a better bid than the bid of any competing firm which is not City-based, whenever the bid of such competing firm shall be less than three percent lower than the bid of the City-based firm on any contract bid in an amount of one hundred thousand dollars or less, and less than one percent lower on any amount bid in excess thereof. The firm making the lowest bid thus evaluated shall be deemed the lowest bidder. (Section 3.04.140.E.1. of the Livonia Code of Ordinances, as amended).

3. INSPECTION OF SITE

- a. Bidders shall be solely responsible for examination of the specifications covering the work. It shall be understood that the bidder is aware of the conditions under which the work will be performed. Lack of such awareness will not constitute a basis for any claims whatsoever for extra compensation or extension of time.

4. EXPLANATION TO BIDDERS BY BULLETINS

- a. Neither the Owner nor the Director will give verbal answers to inquiries, regarding the meaning of the drawings or specifications, or give verbal instructions, previous to the award of the contract. Any verbal statements regarding same by any person, previous to the award, shall be unauthoritative.
- b. Explanations desired by bidders shall be requested of the Director, in writing; and, if explanations are necessary, a reply will be made in the form of a bulletin, a copy of which will be forwarded to each bidder whose work is affected.
- c. Bulletins issued to bidders prior to date of receipt of proposals shall become a part of the specifications, and all proposals shall include the work described in the bulletins.
- d. No inquiry received within four (4) days of the date fixed for the opening of the bids will be given consideration.
- e. Failure of the Director to send, or the bidder to receive, any such interpretations shall not relieve the bidder from obligation under his bid as submitted.

5. EXPERIENCE AND FINANCIAL STATEMENT

It is the intention of the City to award this contract to a contractor fully capable, both financially and in regard to experience, to perform and complete the work in a satisfactory manner. If required by the City, each bidder under consideration may be required to submit a statement of his experience and financial status.

6. NAME AND STATUS OF BIDDER

- a. The name and legal status of the bidder, that is, as a corporation, partnership or individual, shall be stated in the proposal.
- b. Anyone signing a proposal as an agent of another or others must submit, with the proposal, legal evidence of his authority to do so.
- c. The place of residence of each bidder, or the office address in the case of a firm or company, with county and state, must be given after his signature.

7. TIME OF COMPLETION

To be determined.

8. NOTICE OF AWARD

The contract shall be deemed as having been awarded when formal written notice of acceptance of the proposal has been duly served upon the intended awardee by the City Clerk.

CERTIFICATE OF INSURANCE FOR CITY OF LIVONIA PROJECTS

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

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

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

1. A 30-day prior notice of any insurer-initiated cancellation or reduction in coverage for reasons other than nonpayment of the premium.
 2. A 10-day prior notice of any cancellation or reduction in coverage for nonpayment of the premium.
 3. Immediate notice of Contractor's cancellation or reduction of coverage.
- The contractor shall cease operations if any insurance is canceled or reduced, and shall not resume operations until new insurance is in force.

NAME OF INSURED

THE SMITH COMPANY

ADDRESS 12345 AVENUE	CITY LIVONIA	STATE MI	ZIP CODE 12345
TELEPHONE NO. (734) 123-4567	FAX NO.		

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

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

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

PROOF OF INSURANCE FOR CITY OF LIVONIA

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

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

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

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

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

NAME OF INSURED

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NO.

FAX NO.

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

NAME OF AGENCY

NAME OF INSURANCE COMPANY (If only one for all policies)

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NO

FAX NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Number of Days Notice 30

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

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

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

INS-5

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

**CITY OF LIVONIA
12973 FARMINGTON ROAD
LIVONIA, MI 48150**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

All terms and conditions apply unless modified by this endorsement.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ as Principal and

_____ as Surety or Sureties, are held and firmly bound unto the CITY OF LIVONIA, Wayne County,
Michigan, in the sum of _____
_____ Dollars (\$ _____), for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

THE CONDITION of the foregoing obligation is such that, whereas the said _____
_____ did on the _____ day
of _____, 20____, by articles of that date, enter into a Contract with the said CITY
OF LIVONIA for the construction of Bicentennial Park Tennis Court Reconstruction Project

NOW THEREFORE, if the said _____
shall well and faithfully do and perform all things agreed to be done and performed by said
Contract, according to the terms thereof, then this obligation shall be void, but otherwise, it shall
remain in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to
be done under it, or the granting by the said CITY OF LIVONIA of any extension of time for the
performance of the Contract or any other forbearance on either the part of said CITY OF LIVONIA
or the Principal, to the other, shall not in any way release the Principal and Surety or Sureties, or
either, or any of them, their heirs, executors, administrators, successors, or assigns, from their
liability hereunder, notice to the Surety or Sureties of any such alteration, extension of
forbearance being hereby waived.

WITNESS, our hands and seals, this _____ day of _____, 20____

Signed, sealed and delivered in the _____

Presence of: _____ By _____

_____ By _____

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ as Principal and

_____ as Surety or Sureties, are held and firmly bound unto the CITY OF LIVONIA, Wayne County,
Michigan, in the sum of _____
_____ Dollars (\$ _____), for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

THE CONDITION of the foregoing obligation is such that, whereas the said _____

_____ did on the _____ day of _____, 20____, by articles of that date, enter into a
Contract with the said CITY OF LIVONIA for the construction of Bicentennial Park Tennis Court
Reconstruction Project and the payment for all labor and materials used therein.

NOW THEREFORE, if the said _____
shall pay for all labor and materials used in the fulfillment of said Contract, and shall pay for
subcontractors doing work thereon, and shall indemnify and save harmless the said CITY OF
LIVONIA from and against all damages by reason of liens for labor or materials furnished thereof,
then this obligation shall be void, but otherwise it shall remain in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to
be done under it, or the granting by the said CITY OF LIVONIA of any extension of time for the
performance of the Contract or any other forbearance on either the part of said CITY OF LIVONIA
or the Principal, to the other, shall not in any way release the Principal and Surety or Sureties, or
either, or any of them, their heirs, executors, administrators, successors, or assigns, from their
liability hereunder, notice to the Surety or Sureties of any such alteration, extension of
forbearance being hereby waived.

WITNESS, our hands and seals, this _____ day of _____, 20____

Signed, sealed and delivered in the _____

Presence of: _____

By _____

By _____

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ as Principal and

_____ as Surety or Sureties, are held and firmly bound unto the CITY OF LIVONIA, Wayne County, Michigan, in the sum of _____ Dollars (\$ _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION of the foregoing obligation is such that, whereas the Principal did on the _____ day of _____, 20____, by articles of that date, enter into a Contract with the said CITY OF LIVONIA for the construction of Bicentennial Park Tennis Court Reconstruction Project and, as a condition precedent to receiving final payment on said Contract, to execute the Bond herein described.

NOW THEREFORE, the Principal guarantees that for a period of one (1) year from the date of the final estimate he will, without cost to the City, keep in good order and repair any defect in the work done under said Contract by his employees, agents, subcontractors, or material suppliers, that may develop during said time due to improper materials, defective equipment, workmanship or arrangements, and that he will likewise restore to good condition any work disturbed while correcting such defects, excepting only such part or parts of said work which may have been disturbed without his consent or approval after acceptance thereof by the CITY; and that whenever directed to do so by the CITY, through written notice served personally or by mail upon the Principal at _____

or upon the Surety or Sureties at _____
_____.

he will proceed at once to make the repairs specified, and in case of failure to do so, within one (1) week from the date of service of said notice or such additional time as may be fixed therein, the CITY shall have the right to purchase such materials and employ such labor and equipment as may be necessary; to undertake, do and make such repairs, and to be reimbursed by the Principal, Surety or Sureties for the full expense thereof. If it is necessary to make any repair or

MAINTENANCE AND GUARANTEE BOND

set a barricade at once to protect life and property, the CITY may take such action immediately, without notice to the Principal, Surety or Sureties. The CITY shall not be obliged to obtain the lowest bids for doing the work, or any part thereof, but the sums actually therefore shall be reimbursed by either the Principal, Surety or Sureties. In this connection, the judgment of the CITY shall be final and conclusive. If the Principal, for a period of one (1) year from the date of the final payment, shall keep the work done under the aforesaid Contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without his consent or approval after acceptance there by the CITY, and shall, whenever given notice as herein provided, immediately proceed to make specified repairs, or, in default thereof, shall reimburse the CITY for expenses incurred in making such repairs, and shall fully indemnify, defend and save the CITY harmless from all suits and actions for damages of every name and description brought or claimed against it, for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of the Principal's employees, agents, subcontractors or material suppliers in the performance of the work required by said Contract, and from any and all claims arising under the Workman's Compensation Act of the State of Michigan, as amended, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, A.D. 20____.

Signed, Sealed and Delivered in the Presence of:

	(L.S.)
	(L.S.)
	(L.S.)

CERTIFICATION OF COMPLIANCE

**CITY OF LIVONIA SPECIFICATIONS
for
AGGREGATES – ROAD GRAVEL, SLAG AND STONE**

City of Livonia
Livonia, Michigan 48154

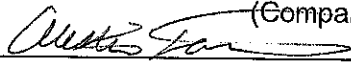
Gentlemen:

I, Austin Farmer, Manager
(Name) (Title)
an authorized representative of Farmer Underwood Trucking
(Company)
do hereby certify to the City of Livonia that the bid amount of \$ 200,610.00
for 2024 City of Livonia Aggregates-Road Gravel, Slag, & Stone

- ☐ Meets or exceeds all requirements in the City's specifications.
- ☒ Meets or exceeds all requirements in the City's specifications with the following noted exceptions:
Mdot 2MS will be Mason Sand, Mdot 6aa will be 6aa Stoneco, & Class I will be Wayne Co.
Porous Grade B.
- ☐ Does not comply with the City's specifications (see detailed explanation attached).
- ☐ A copy of the above-referenced specifications is attached.

Very truly yours,

1/25/24
(Date)
734-485-1740
(Phone Number)

Farmer Underwood Trucking
(Company)

(Signature)

NOTE: This certification is a part of the bidding documents and must accompany bidder's proposal and any other information useful to the City in determining satisfactory compliance.

FORM OF PROPOSAL FOR AGGREGATES – 2024 CALENDAR YEAR

Honorable Members of the Council
33000 Civic Center Drive
Livonia, Michigan 48154

Dear Council Members:

The undersigned, as bidder, declares that they have familiarized themselves with the type of material desired and have carefully examined the specifications and instructions to bidders, which they understand and accept as sufficient for the purpose and agree they will furnish to the City of Livonia the specified items and will accept in full payment therefore the following amounts:

AGGREGATES – ROAD GRAVEL, SLAG AND STONE	Estimated Qty (Tons)	Unit Price Per Ton_
M.D.O.T. – 21AA – Limestone – D.T.Y.	3000	\$ 22.00 /ton
M.D.O.T. – 6A Limestone.....	600.....	\$ 28.75 /ton
M.D.O.T. – 22A – D.T.Y.	600	\$ 22.50 /ton
W.C.D.P.S. – 30A (Blast Furnace Slag) – D.T.Y.	300	\$ 32.50 /ton
M.D.O.T. – Class I – D.T.Y.	400	\$ 26.85 /ton
M.D.O.T. – Class II – D.T.Y.....	4000	\$ 13.90 /ton
M.D.O.T. – 2NS – Natural Sand – D.T.Y.....	100	\$ 20.35 /ton
M.D.O.T. – 2MS – Mortar Sand – D.T.Y.....	100	\$ 17.75 /ton
M.D.O.T. - 60-40 Washed – Conc. Aggregates – D.T.Y.....	200	\$ 30.40 /ton
1" to 3" Crushed Concrete – D.T.Y.....	500	\$ 21.90 /ton
M.D.O.T – 6A Natural Stone – D.T.Y.	500	\$ 22.75 /ton
M.D.O.T. – 5G.....	600.....	\$ 25.25 /ton
Ag-Lime – "Parks"	200	\$ 23.50 /ton

All unit prices shall hold firm for 2024 calendar year requirements

State maximum time required for delivery F.O.B. Livonia after order unless otherwise stated	2 Days
State terms	30 days Net

Form of Proposal for Aggregates – Road Gravel, Slag and Stone

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

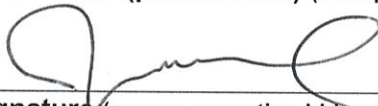
The contractor and their subcontractors agree that they will not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related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

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

February 5, 2024

Date

Contractors Outlet Inc / DBA 8 Point Supply

Firm Name (please Print) (if corporation, partnership, or assumed name)**X**

Commercial Sales

Signature (person executing bid and official capacity)

John Hamel

PRINT NAME**Address**

12940 Telegraph Rd

City, State, Zip

Carleton, MI 48117

Phone

734-348-7218

Fax

Email Address

stacey@8pointcarleton.com

Names of principal officers and designate official capacity. If partnership or assumed name, indicate names of owners. *Please print*

Name	Title/Position
David Olson	President
Charles Rogers	Secretary

FORM OF PROPOSAL FOR AGGREGATES – 2024 CALENDAR YEAR

Honorable Members of the Council
33000 Civic Center Drive
Livonia, Michigan 48154

Dear Council Members:

The undersigned, as bidder, declares that they have familiarized themselves with the type of material desired and have carefully examined the specifications and instructions to bidders, which they understand and accept as sufficient for the purpose and agree they will furnish to the City of Livonia the specified items and will accept in full payment therefore the following amounts:

AGGREGATES – ROAD GRAVEL, SLAG AND STONE	Estimated Qty (Tons)	Unit Price Per Ton
M.D.O.T. – 21AA – Limestone – D.T.Y.	3000	\$ <u>60,150</u> /ton
M.D.O.T. – 6A Limestone.....	600	\$ <u>15,270</u> /ton
M.D.O.T. – 22A – D.T.Y.	600	\$ <u>14,040</u> /ton
W.C.D.P.S. – 30A (Blast Furnace Slag) – D.T.Y.	300	\$ <u>N.B.</u> /ton
M.D.O.T. – Class I – D.T.Y.	400	\$ <u>10,432</u> /ton
M.D.O.T. – Class II – D.T.Y.....	4000	\$ <u>50,000</u> /ton
M.D.O.T. – 2NS – Natural Sand – D.T.Y.....	100	\$ <u>1,696</u> /ton
M.D.O.T. – 2MS – Mortar Sand – D.T.Y.....	100	\$ <u>1,721</u> /ton
M.D.O.T. - 60-40 Washed – Conc. Aggregates – D.T.Y.	200	\$ <u>5,196</u> /ton
1" to 3" Crushed Concrete – D.T.Y.....	500	\$ <u>9,500</u> /ton
M.D.O.T – 6A Natural Stone – D.T.Y.	500	\$ <u>11,175</u> /ton
M.D.O.T. – 5G.....	600	\$ <u>13,890</u> /ton
Ag-Lime – "Parks"	200	\$ <u>5,166</u> /ton

All unit prices shall hold firm for 2024 calendar year requirements

State maximum time required for delivery F.O.B. Livonia after order unless otherwise stated	
State terms	<u>45</u> Net

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

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

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

2/2/24

Date

J.A.D.C. dba Denis Transport

Firm Name (please Print) (if corporation, partnership, or assumed name)

X

Signature (person executing bid and official capacity)

Troy Wykowski

PRINT NAME

Address

5700 Ready Rd

City, State, Zip

S. Rockwood MI 48179

Phone

586-295-0080

Fax

734-379-9111

Email Address

twykowski@denistransport.com

Names of principal officers and designate official capacity. If partnership or assumed name, indicate names of owners. Please print

Name	Title/Position

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 11, 2024**

Meeting was called to order at 8:26 p.m. by Council President Brandon McCullough.
Present: Jim Jolly, Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, and President Brandon McCullough. Absent: Laura Toy.

Elected and appointed officials present: Lori Miller, City Clerk; Eric Goldstein, Assistant City Attorney; and David Lear, Assistant City Engineer.

Councilmember Jolly led the meeting with the Pledge of Allegiance

9. AWARD OF BID: Public Works Division, re: for the 2024 Right-Of-Way Tree Planting program, with the option of extending through the 2025 season upon mutual agreement, from budgeted funds.

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

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

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

9.

DPW

February 21, 2024

MEETING DATE

S031124/R032024

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

AWARD OF BID: Public Works Division, re: for the 2024 Right-Of-Way Tree Planting program, with the option of extending through the 2025 season upon mutual agreement, from budgeted funds.

BACKGROUND DETAILS

The Department of Public Works has taken bids for the replacement of 240 trees citywide. These are trees of several species within the public right-of-way and the bidding was in accordance with the requirements of the Finance Ordinance and the 2024 approved budget. Specifications were prepared and bid invitations were posted on the BidNet website. The three submitted (3) bids were opened on February 20, 2024. 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 Planting program be awarded to the lowest bidder, Crimboli Nursery, 50145 Ford Road, Canton, MI 48187 for an amount not to exceed \$84,480.00 (240 trees). Crimboli has been our planting contractor for the past few years and has performed well. The holes were hand dug, the quality of tree was good, and they responded in a timely fashion to any and all of our concerns. Approve the extension of said contract into the 2025 planting season, upon mutual agreement with vendor, at the bid price of \$147,600.00 (400 trees), which was also the lowest bid for the 2025 season.

Accept the unit price bid of the second-lowest bidder, Capital Landscapes, 21700 Wyoming, Suite B, Oak Park M 48237 in the event the awarded bidder is unable to supply certain species of trees or is unable to complete the contract for whatever reason.

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

Varies

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

\$ 84,480.00 - 2024 Planting Season

\$147,600.00 - Optional one-year extension (2025 planting season)

DETAILED WORK BEING PERFORMED

Planting of specified species of trees in the City Right-Of-Way in both residential and commercial properties.

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

\$ 84,480.00 - 2024 Planting Season

\$147,600.00 - Optional one-year extension (2025 planting season)

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

Bid awarded to lowest bidder

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

ATTACHMENTS

1. S031124 LTC 2024 Right-Of-Way Tree Planting prog
2. 2024 ROW Tree Planting Bid Tab

APPROVED BY



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

Date: February 21, 2024



Don Rohraff, Director of Public Works

Date: February 23, 2024



Michael Slater, Finance Director

Date: February 26, 2024



Maureen Miller Brosnan, Mayor

Date: February 26, 2024

2024 Right-of-Way Tree Planting BID TAB

Opening: 20-Feb-24

Crimboli				Capital Landscapes		KLM Landscapes	
	2024						
Species	Number	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Acer Griseum - paperbark maple	10	\$ 352.00	\$ 3,520.00	\$ 741.00	\$ 7,410.00	\$ 595.00	\$ 5,950.00
Aesculus x camea 'Briotii' - horsechestnut	10	\$ 352.00	\$ 3,520.00	\$ 693.00	\$ 6,930.00	\$ 595.00	\$ 5,950.00
Amelanchier species - serviceberry	8	\$ 352.00	\$ 2,816.00	\$ 683.00	\$ 5,464.00	\$ 595.00	\$ 4,760.00
Betula nigra - River Birch	10	\$ 352.00	\$ 3,520.00	\$ 593.00	\$ 5,930.00	\$ 595.00	\$ 5,950.00
Carpinus caroliniana - hornbeam	10	\$ 352.00	\$ 3,520.00	\$ 673.00	\$ 6,730.00	\$ 595.00	\$ 5,950.00
Cercidiphyllum japonicum - katsuratree	12	\$ 352.00	\$ 4,224.00	\$ 699.00	\$ 8,388.00	\$ 650.00	\$ 7,800.00
Cercis canadensis - redbud	10	\$ 352.00	\$ 3,520.00	\$ 680.00	\$ 6,800.00	\$ 595.00	\$ 5,950.00
Celtis occidentalis - hackberry	12	\$ 352.00	\$ 4,224.00	\$ 616.00	\$ 7,392.00	\$ 595.00	\$ 7,140.00
Chiananthus virginicus - fringetree	8	\$ 352.00	\$ 2,816.00		\$ -	\$ -	\$ -
Cornus kousa - Kousa Dogwood	10	\$ 352.00	\$ 3,520.00	\$ 582.00	\$ 5,820.00	\$ 595.00	\$ 5,950.00
Crataegus spp. - THORNLESS Hawthorne	10	\$ 352.00	\$ 3,520.00	\$ 581.00	\$ 5,810.00	\$ 595.00	\$ 5,950.00
Eucommia ulmoides - rubbertree	8	\$ 352.00	\$ 2,816.00		\$ -	\$ 650.00	\$ 5,200.00
Ginkgo biloba - maidenhair tree	10	\$ 352.00	\$ 3,520.00	\$ 652.00	\$ 6,520.00	\$ 650.00	\$ 6,500.00
Halesia caroliniana - mountain silverbell	8	\$ 352.00	\$ 2,816.00		\$ -	\$ 595.00	\$ 4,760.00
Liquidambar styraciflua - sweetgum	8	\$ 352.00	\$ 2,816.00	\$ 601.00	\$ 4,808.00	\$ 595.00	\$ 4,760.00
Liriodenron tulipifera - tuliptree	10	\$ 352.00	\$ 3,520.00	\$ 601.00	\$ 6,010.00	\$ 595.00	\$ 5,950.00
Nyssa sylvatica - blackgum	10	\$ 352.00	\$ 3,520.00	\$ 650.00	\$ 6,500.00	\$ 595.00	\$ 5,950.00
Ostrya paniculata - hophornbeam	10	\$ 352.00	\$ 3,520.00	\$ 737.00	\$ 7,370.00	\$ 595.00	\$ 5,950.00
Parrotia persica - Persian parrotia	12	\$ 352.00	\$ 4,224.00		\$ -	\$ -	\$ -
Quercus acatissima - Sawtooth Oak	5	\$ 352.00	\$ 1,760.00	\$ 535.00	\$ 2,675.00	\$ 595.00	\$ 2,975.00
Querecus imbricaria - Shingle Oak	5	\$ 352.00	\$ 1,760.00	\$ 524.00	\$ 2,620.00	\$ 595.00	\$ 2,975.00
Quercus macrocarpa - Burr Oak	5	\$ 352.00	\$ 1,760.00	\$ 524.00	\$ 2,620.00	\$ 595.00	\$ 2,975.00
Quercus rubrum - Red Oak	5	\$ 352.00	\$ 1,760.00	\$ 636.00	\$ 3,180.00	\$ 595.00	\$ 2,975.00
Stewartia koreana - Korean Stewartia	8	\$ 352.00	\$ 2,816.00		\$ -	\$ 595.00	\$ 4,760.00
Syringa reticulata - Japanese tree lilac	8	\$ 352.00	\$ 2,816.00	\$ 571.00	\$ 4,568.00	\$ 595.00	\$ 4,760.00
Tilia chordata - littleleaf linden	10	\$ 352.00	\$ 3,520.00	\$ 693.00	\$ 6,930.00	\$ 650.00	\$ 6,500.00
Ulmus parviflora - Chinese elm	8	\$ 352.00	\$ 2,816.00	\$ 614.00	\$ 4,912.00	\$ 595.00	\$ 4,760.00
240		\$ 84,480.00		\$ 125,387.00		\$ 133,100.00	

2025 (Optional)							
Species	Number	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Acer Griseum - paperbark maple	16	\$ 369.00	\$ 5,904.00	\$ 741.00	\$ 11,856.00	\$ 640.00	\$ 10,240.00
Aesculus x camea 'Briotii' - horsechestnut	20	\$ 369.00	\$ 7,380.00	\$ 693.00	\$ 13,860.00	\$ 640.00	\$ 12,800.00
Amelanchier species - serviceberry	14	\$ 369.00	\$ 5,166.00	\$ 683.00	\$ 9,562.00	\$ 640.00	\$ 8,960.00
Betula nigra - River Birch	14	\$ 369.00	\$ 5,166.00	\$ 593.00	\$ 8,302.00	\$ 640.00	\$ 8,960.00
Carpinus caroliniana - hornbeam	16	\$ 369.00	\$ 5,904.00	\$ 673.00	\$ 10,768.00	\$ 640.00	\$ 10,240.00
Cercidiphyllum japonicum - katsuratree	16	\$ 369.00	\$ 5,904.00	\$ 699.00	\$ 11,184.00	\$ 690.00	\$ 11,040.00
Cercis canadensis - redbud	14	\$ 369.00	\$ 5,166.00	\$ 680.00	\$ 9,520.00	\$ 640.00	\$ 8,960.00
Celtis occidentalis - hackberry	18	\$ 369.00	\$ 6,642.00	\$ 616.00	\$ 11,088.00	\$ 640.00	\$ 11,520.00
Chiananthus virginicus - fringetree	12	\$ 369.00	\$ 4,428.00		\$ -	\$ -	\$ -
Cornus kousa - Kousa Dogwood	14	\$ 369.00	\$ 5,166.00	\$ 582.00	\$ 8,148.00	\$ 640.00	\$ 8,960.00
Crataegus spp. - THORNLESS Hawthorne	14	\$ 369.00	\$ 5,166.00	\$ 581.00	\$ 8,134.00	\$ 640.00	\$ 8,960.00
Eucommia ulmoides - rubbertree	10	\$ 369.00	\$ 3,690.00		\$ -	\$ 690.00	\$ 6,900.00
Ginkgo biloba - maidenhair tree	16	\$ 369.00	\$ 5,904.00	\$ 652.00	\$ 10,432.00	\$ 690.00	\$ 11,040.00
Halesia caroliniana - mountain silverbell	16	\$ 369.00	\$ 5,904.00		\$ -	\$ 640.00	\$ 10,240.00
Liquidambar styraciflua - sweetgum	20	\$ 369.00	\$ 7,380.00	\$ 601.00	\$ 12,020.00	\$ 640.00	\$ 12,800.00
Liriodenron tulipifera - tuliptree	20	\$ 369.00	\$ 7,380.00	\$ 601.00	\$ 12,020.00	\$ 640.00	\$ 12,800.00
Nyssa sylvatica - blackgum	20	\$ 369.00	\$ 7,380.00	\$ 650.00	\$ 13,000.00	\$ 640.00	\$ 12,800.00
Ostrya paniculata - hophornbeam	16	\$ 369.00	\$ 5,904.00	\$ 737.00	\$ 11,792.00	\$ 640.00	\$ 10,240.00
Parrotia persica - Persian parrotia	18	\$ 369.00	\$ 6,642.00		\$ -	\$ -	\$ -
Quercus acatissima - Sawtooth Oak	8	\$ 369.00	\$ 2,952.00	\$ 535.00	\$ 4,280.00	\$ 640.00	\$ 5,120.00
Querecus imbricaria - Shingle Oak	8	\$ 369.00	\$ 2,952.00	\$ 524.00	\$ 4,192.00	\$ 640.00	\$ 5,120.00
Quercus macrocarpa - Burr Oak	8	\$ 369.00	\$ 2,952.00	\$ 524.00	\$ 4,192.00	\$ 640.00	\$ 5,120.00
Quercus rubrum - Red Oak	8	\$ 369.00	\$ 2,952.00	\$ 636.00	\$ 5,088.00	\$ 640.00	\$ 5,120.00
Stewartia koreana - Korean Stewartia	16	\$ 369.00	\$ 5,904.00		\$ -	\$ 640.00	\$ 10,240.00
Syringa reticulata - Japanese tree lilac	16	\$ 369.00	\$ 5,904.00	\$ 571.00	\$ 9,136.00	\$ 640.00	\$ 10,240.00
Tilia chordata - littleleaf linden	18	\$ 369.00	\$ 6,642.00	\$ 693.00	\$ 12,474.00	\$ 690.00	\$ 12,420.00
Ulmus parviflora - Chinese elm	14	\$ 369.00	\$ 5,166.00	\$ 614.00	\$ 8,596.00	\$ 640.00	\$ 8,960.00
400		\$ 147,600.00		\$ 209,644.00		\$ 239,800.00	

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 11, 2024**

Meeting was called to order at 8:26 p.m. by Council President Brandon McCullough.
Present: Jim Jolly, Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, and President Brandon McCullough. Absent: Laura Toy.

Elected and appointed officials present: Lori Miller, City Clerk; Eric Goldstein, Assistant City Attorney; and David Lear, Assistant City Engineer.

Councilmember Jolly led the meeting with the Pledge of Allegiance

10. REQUEST FOR AUTHORIZATION TO PURCHASE ONE 10' FLATBED LIFTGATE THROUGH THE ROCHESTER HILLS CO-OP AWARD AGREEMENT: Public Works Division, re: for use by the Water Department, from budgeted funds.

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

Councilmember Donovic offered an approving motion for the Consent agenda.

DIRECTION:	APPROVING	CONSENT
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LETTER TO THE LIVONIA CITY COUNCIL

10.

DPW
February 23, 2024

MEETING DATE

S031124/R032024

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE ONE 10' FLATBED LIFTGATE THROUGH THE ROCHESTER HILLS CO-OP AWARD AGREEMENT: Public Works Division, re: for use by the Water Department, from budgeted funds.

BACKGROUND DETAILS

Recommendation to purchase and upfit through the Rochester Hills Co-Op Award Agreement (RFP-RH 20-023) One 10' Flatbed Body and one Thieman TopLifter power liftgate to be installed on existing F550 Swaploader

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

The DPW respectfully requests approval to purchase from Truck & Trailer Specialties, 900 Grand Oaks Dr., Howell, MI 48843 one 10' flatbed body and one Thieman Toplifter Power Liftgate through the Rochester Hills Co-Op Purchase Agreement (RFP-RH 20-023) at a cost of \$22,398.00, including installation. Funds for said purchase are budgeted at GL# 592-148-000.

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

Sufficient funds are budgeted in account no. 592-148-000 for this purchase.
Truck & Trailer Specialties = \$22,398.00

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

\$22,398.00

DETAILED WORK BEING PERFORMED

Purchase and installation of 10' Flatbed and accompanying power liftgate on an existing F550 for the DPW Water Department.

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

\$22,398.00

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

Co-op purchasing agreement with Rochester Hills (RFP-RH-20-023)

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.4 of the Livonia Code of Ordinances, as amended since no advantage to the City would result from competitive bidding.

ATTACHMENTS

1. S031124 LTC Req to purch flatbed
2. Power Liftgate TT16 Spec Sheet
3. LTC-2024 Liftgate & 10' Flat Body #480

APPROVED BY



Don Rohraff, Director of Public Works

Date: February 27, 2024



Michael Slater, Finance Director

Date: February 27, 2024



Maureen Miller Brosnan, Mayor

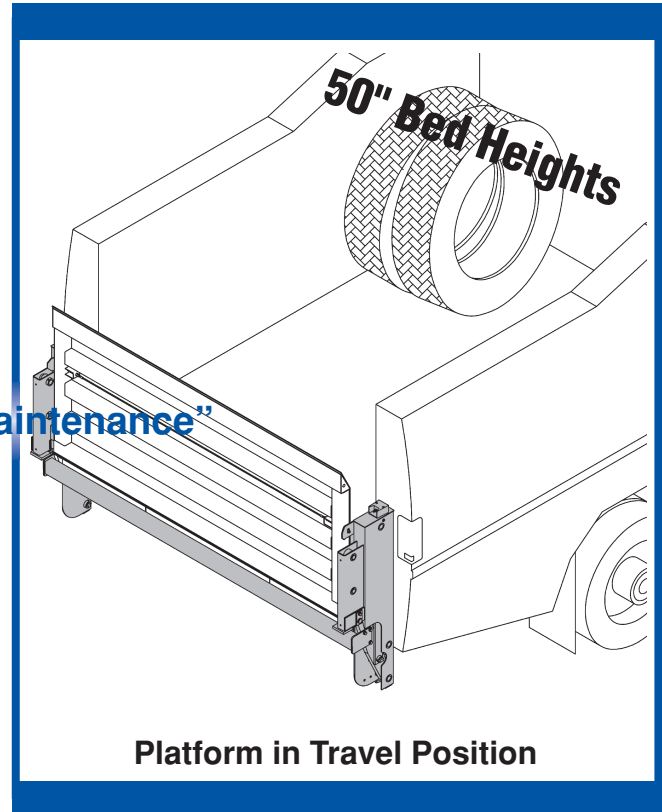
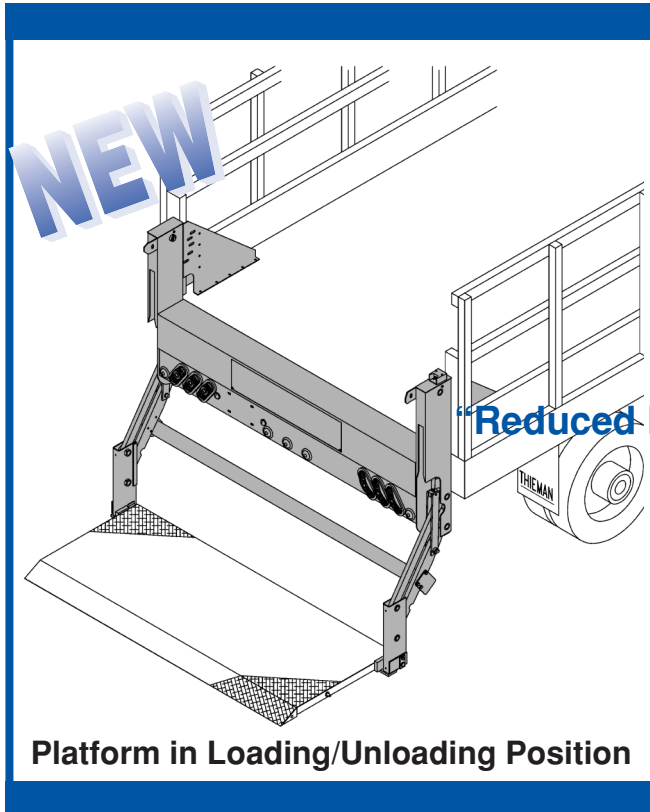
Date: March 01, 2024

TopLifter

Tailgates By THIEMAN

Raising Performance to New Levels

Model TT-16/20 RM



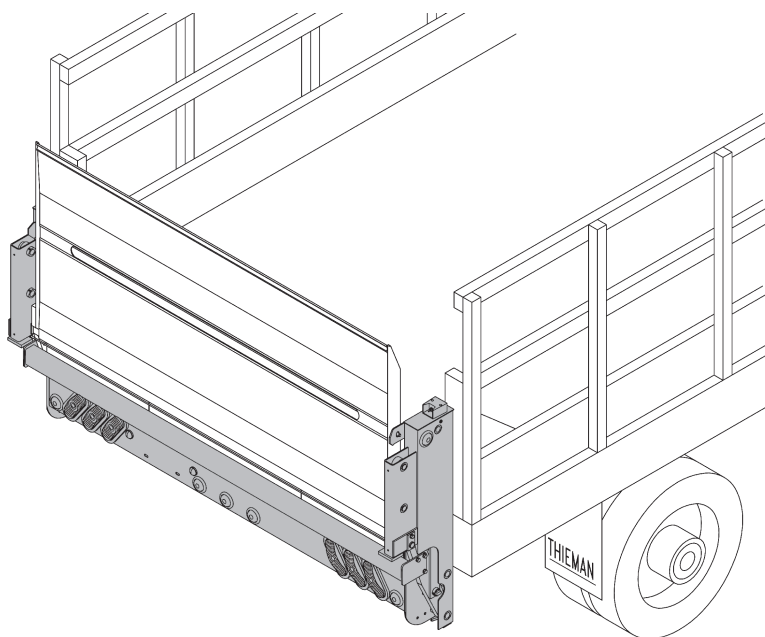
FEATURING:

- 50" Bed to Ground Travel
- Reduced Maintenance
- New Streamline Design
- Meets TMC Electrical Guidelines
- Direct Dual Cylinder Lift, No Chains or Cables
- 1,600 lb. & 2,000 lb. Capacity
- Heavy-Duty Steel Diamond Plate Platform
- Fully Enclosed Power Unit & Cylinders
- Fast & Easy Installation

The THIEMAN TT-16/20 is completely assembled into one compact unit - ready to run. Simply bolt and/or weld it to the truck bed and connect the battery cable. Installation is fast and easy. Plus, years from now the TT-16/20 will be just as simple to remount onto a new truck. The lifting mechanism is completely enclosed for a neat appearance and protection from the elements. The large platform makes awkward material a breeze to load and unload. The TT-16/20 overall design makes it the toughest liftgate available in its class.



Features, Benefits and Specifications



TT-16 Shown with Optional Aluminum Extrusion Platform and Light Kit

STANDARD FEATURES AND BENEFITS:

- Dual Cylinder Design for Maximum Lifting Stability.
- Meets all TMC Electrical Guidelines for Reduced Service Requirements.
- Enclosed Cylinders and Power Units for Better Reliability and Easy Accessibility.
- Toggle Switch Control for Better Dependability.
- Torsion Assist for Easier Platform Opening and Closing.
- Skid Resistant Steel Diamond Plate Platform for Added Safety.
- Adjustable Cylinder Clevis for Easy Platform and Bed Alignment.
- 150 Amp Circuit Breaker for Electrical Protection

AVAILABLE OPTIONS FOR TT-16:

- Platform Options Including: 2-Piece Folding, 38"/44" Deep Aluminum, 36"/42" Deep Steel
- Remote Pendant Control
- In-Cab Shut Off Switch
- Light Kit
- Power Lowering
- Heavy Duty Design - 2000 lbs. capacity

Platform	Size	Overall Width	Load Capacity	Weight	Bed Height
Aluminum Extrusion	80" x 32" + 5"	86"	1600 lbs.	540 lbs.	30" - 50"
Expanded Metal	80" x 30" + 5"	86"	1600 lbs.	620 lbs.	30" - 50"
Deck Plate	80" x 30" + 5"	86"	1600 lbs.	700 lbs.	30" - 50"
Aluminum Extrusion	86" x 32" + 5"	92"	1600 lbs.	560 lbs.	30" - 50"
Expanded Metal	86" x 30" + 5"	92"	1600 lbs.	640 lbs.	30" - 50"
Deck Plate	86" x 30" + 5"	92"	1600 lbs.	720 lbs.	30" - 50"
Aluminum Extrusion	80" x 32" + 5"	86"	2000 lbs.	560 lbs.	30" - 50"
Expanded Metal	80" x 30" + 5"	86"	2000 lbs.	640 lbs.	30" - 50"
Deck Plate	80" x 30" + 5"	86"	2000 lbs.	720 lbs.	30" - 50"
Aluminum Extrusion	86" x 32" + 5"	92"	2000 lbs.	580 lbs.	30" - 50"
Expanded Metal	86" x 30" + 5"	92"	2000 lbs.	660 lbs.	30" - 50"
Deck Plate	86" x 30" + 5"	92"	2000 lbs.	740 lbs.	30" - 50"

Application: Van Bodies, Flat Beds, Tire Service Bodies and Wide Service Bodies

Distributed By:

THIEMAN
TAILGATES INC.

Raising Performance to New Levels

600 East Wayne Street
Celina, Ohio 45822
Phone: (419) 586-7727 or
800-524-5210
Fax: (419) 586-9724
www.thiemantailgates.com
info@thiemantailgates.com

THIEMAN Reserves the right to Change Products
Specifications at any time Without Prior Notice.
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DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION
FLEET MAINTENANCE

GARY T. GARRISON
FLEET MANAGER



JAMES (BUZZ) KIRBY
FLEET MANAGER

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

February 17, 2024

Request to purchase one 10' Flatbed Liftgate to work with our existing SwapLoader Trucks. Our unit Identification will be #480 Liftgate.

The Water Section of the DPW is seeking to purchase one 10' flatbed liftgate to work with our existing F550 SwapLoader trucks. This is a truck attachment that makes the truck more versatile. This attachment will allow the truck to be self-loading of many materials such as manhole covers, heavy pumps, shoring materials to name a few. These items would normally require a forklift truck to load them.

This unit if approved will be built by Truck and Trailer Specialties, 900 Grands Oaks Drive, Howell, Michigan 48843, who was awarded the Rochester Hills Co-op agreement RFP-RH-20-023. This meets our financial ordinance for purchasing and provides us with the best possible pricing. This is also a sole source purchase because it needs to meet the specifications of our current SwapLoader trucks to properly attach.

The total cost for this unit will be \$22,398.00 This purchase will be made using approved budgeted funds in account 592-559-148-000

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

Gary T. Garrison
Fleet Manager

TRUCK & TRAILER *Specialties, Inc.*

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

February 9, 2024

City of Livonia

13405 Surrey Street, Livonia, MI 48150

Attn: Ryan Ferrell, ph: (313) 815-9948 & Gary Garrison, ph: (734) 564-6592

HQ0003928

Equipment Quotation

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

Chassis information: Existing F550 SwapLoader SL-105 Hoist, 84" CA

Install 10' Flatbed Body including the following:

Attachment mounted to skid assembly for SwapLoader SL-105 (36" loop height)

Steel drum rollers installed at the rear of the bed

96" wide deck includes a 3/16" steel treadplate deck (101" OD with tie rail)

4" structural crossmembers on 12" centers

6" x 2" x 1/4" tubing structural outside rub rail with 1/4" stake pockets and 3/8" x 2-1/2" outside tie rail

40" x 96" front bulkhead with knee braces

Windows built into bulkhead with expanded metal screens

Six (6) hinged rope rings recessed into floor of body equally spaced

Body is primed and painted Gloss Black

40" stake sides

Racks are powder-coated Black

Install Thieman (mo. TT 16ET AL 86x44+6 2pc) TopLifter Power Liftgate including:

12-volt power pack to operate gate with electrical hook up at rear of body

Platform dimensions are 86" x 44" with a 6" ramp, 92" overall width

One-piece aluminum extrusion platform material

Power-down lowering

1,600# capacity, up to 50" travel ground to platform bed

Base attachment installed pricing: \$22,398.00 ea.

Payment Terms: Net 30 days. Pricing effective for 30 days.

FOB: City of Livonia

Delivery: 130-150 days ARO, 17-19 weeks leadtime on liftgate

Thank you for the opportunity to quote.

Respectfully submitted by,

Jon Luea/Brian Bouwman

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 11, 2024**

Meeting was called to order at 8:26 p.m. by Council President Brandon McCullough.
Present: Jim Jolly, Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, and President Brandon McCullough. Absent: Laura Toy.

Elected and appointed officials present: Lori Miller, City Clerk; Eric Goldstein, Assistant City Attorney; and David Lear, Assistant City Engineer.

Councilmember Jolly led the meeting with the Pledge of Allegiance

11. REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) TRANSIT VAN 250 HI ROOF CARGO VAN UTILIZING THE STATE OF MICHIGAN AND MACOMB COUNTY CONSORTIUM BID PRICING: Public Works Division, re: to replace current van, 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

11.

DPW

February 23, 2024

MEETING DATE

S031124/R032024

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) TRANSIT VAN 250 HI ROOF CARGO VAN UTILIZING THE STATE OF MICHIGAN AND MACOMB COUNTY CONSORTIUM BID PRICING: Public Works Division, re: to replace current van, from budgeted funds.

BACKGROUND DETAILS

This purchase will be made through the State of Michigan Department of Vehicle Procurement contract #071B7700180 and Macomb County Contract #21-18 bid, an extended purchasing program made available to local governments through the State of Michigan. The contract this year was awarded to Lunghamer Ford, 1960 E. Main St., Owosso, MI 48867. Upfitting of said vehicle will be done by Versalift Midwest, 51761 Danview Technology Ct., Shelby Twp. MI 48315 through MI-DEAL contract #071B7700166. The van will be used by the Building Maintenance division. This purchase will not increase our fleet, but will replace our least reliable Building Maintenance vehicle, which will be disposed of through public auction.

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

Recommendation to purchase one 2024 Ford Transit 250 Hi Roof Cargo Van\ to be assigned to the Building Maintenance Department (ID #93) for a cost of \$51,358.00 from Lunghamer Ford, 1960 E. Main St., Owosso, MI 48867, with upfitting at a cost of \$18,269.00 from Versalift Midwest, 51761 Danview Technology Ct., Shelby Twp. MI 48315. The total cost for this vehicle will be \$69,627.00.

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

Lunghamer Ford \$51,358..00
Versalift \$18,269.00
TOTAL: \$69,627.00
401-000-985-010 - from budgeted funds

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

\$69,627.00

DETAILED WORK BEING PERFORMED

Purchase and upfitting of one 2024 Ford Transit 250 High Roof Cargo Van

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

\$69,627.00 from budgeted funds: 401-000-985-010

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

Co-Op Purchase

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.4 of the Livonia Code of Ordinances, as amended since no advantage to the City would result from competitive bidding.

ATTACHMENTS

1. S031124 LTC Req to purch two cargo vans
2. LTC-2024 High Roof Cargo Van #93 #96 - Bldg Maint

APPROVED BY



Don Rohraff, Director of Public Works

Date: February 27, 2024



Michael Slater, Finance Director

Date: March 01, 2024



Maureen Miller Brosnan, Mayor

Date: March 05, 2024

DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION
FLEET MAINTENANCE

GARY T. GARRISON
FLEET MANAGER



JAMES (BUZZ) KIRBY
FLEET MANAGER

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

February 17, 2024

Request to purchase Two 2024 Ford Transit 250 High Roof Cargo Vans Upfitted to be used by the Building Maintenance section of the DPW. The assigned unit numbers are #93 and #96.

The purchase of these two Vans will replace two vehicles that exceeded their life expectancy in the building Maintenance section and already have been removed from service. These vans will be upfitted with steel storage cabinets and shelving as well as exterior safety lighting.

The vans will be purchased for \$51,358.00 each through Lunghamer Ford, 1960 E Main St Owosso, Mi 48867 under the State of Michigan Contract #071B7700180 and Macomb County Contract #21-18. For a purchase total of \$102,716.00

The upfitting of the vans will be done by Versalift Midwest, LLC 51761 Danview Technology Ct. Shelby Twp, Mi 48315 Both vans will have interior cabinets, shelves, lighting and a power inverter as well as an exterior ladder rack for a cost of \$18,269.00 under mi-Deal Contract #071B7700166. Upfit total of \$36,538.00

These contracts meet our finance ordinance and provides the best discounted purchase for the two vans with upfitting included for a total of \$139,254.00 from approved budgeted funds, account number 401-000-985-000

If you have any question or require any additional information, I can be reached on ext.2638

Jim Kirby
Fleet Manager



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

Q U O T A T I O N
=====
Quote No. J35635

STATE REG NO: F151568
DEALER LICENSE NUMBER: B6542

Page 1

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

01/10/24: Quote Date
02/09/24: Expire Date
N30: Terms
: Delivery

Contact: GARY

Phone: 734-466-2641

Fax: 734-466-2662

MI-DEAL CONTRACT #071B7700166

FURNISH AND INSTALL:

- 1) SPRAYLINER FLOOR ONLY
- 1) PARFTM2-AS
PARFTM2 Adrian Steel Comp
Par, W/Wdo, Ftm2
- 1) BRK14EPS-AS
Adrian Steel-Accessory
Mounting Bracket for End
Panels, 14w x 2h x 2d, Gray
- 1) BR36212-AS
Adrian Steel-Bin Set for
Adjustable Shelving , (3)-6",
(2)-12", 44w x 6h x 14d, Blue-(0.1)
- 1) CB5-AS
Adrian Steel-5-Slot Literature
Rack, 12w x 24h x 2.5d, Gray
- 1) DC6-AS
Adrian Steel-3-Drawer Unit,
6w x 12h x 12d, Gray
- 1) DK4210-AS
Adrian Steel-Door Kit, 10" x
44", 42w x 10h x 1d, Gray Ea
- 1) DV14C8-AS
Adrian Steel-Divider Kit for 14"
Shelf, 8-Pack, 0.8w x 4h x 13.7d, Gray Ea.

*** CONTINUED NEXT PAGE ***



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

Q U O T A T I O N
=====
Quote No. J35635

STATE REG NO: F151568
DEALER LICENSE NUMBER: B6542

Page 2

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

01/10/24: Quote Date
02/09/24: Expire Date
N30: Terms
: Delivery

Contact: GARY

Phone: 734-466-2641

Fax: 734-466-2662

- 1) HAD4459-AS
Adrian Steel-Hybrid 4-Shelf
Unit, 44w x 59h x 14d, Gray
- 1) RK148FTM-AS
Adrian Steel-Mounting Rail Kit,
High Roof, Transit Mid Roof,
148"
- 1) TA1WAD-AS
Adrian Steel-4-Hook Bar w/
End Panel Adapter, 14.6w x
4.5h x 4.1d, Gray
- 1) WRH5-AS
Adrian Steel-5-Bar Spool
Holder, 12w x 25h x 4d, Gray
- 1) 9-AS
Adrian Steel-4-Drawer Unit w/
Lock, 18w x 12h x 12d, Gray
- 1) GHFT-AS
Adrian Steel-GRAB HANDLE,
FORD TRANSIT
- 1) 66241-AS
66241 Adrian Steel Charger
Mount, Kit
- 1) ACT3-AS
Adrian Steel-3-Place Aerosol
Can Holder, 11.8w x 6.8h x 4d,
Gray
- 1) ILR-AS
Adrian Steel-Interior Ladder
Holder, 4' - 6' Max, Gray,

*** CONTINUED NEXT PAGE ***



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

Q U O T A T I O N
=====
Quote No. J35635

STATE REG NO: F151568
DEALER LICENSE NUMBER: B6542

Page 3

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

01/10/24: Quote Date
02/09/24: Expire Date
N30: Terms
: Delivery

Contact: GARY

Phone: 734-466-2641

Fax: 734-466-2662

Multiple Vehicles

- 1) 2102-0-01-WG
Weather Guard-Transit
Mounting Channel Kit 102in
(Clear)
- 1) 2291-3-01-WG
Weather GuardVan (White)
- 1) 2295-3-01-WG
Weather GuardVan Long Ladder Dual DropEa 56
- 1) MX-M84400
Maxxima 50 LED Light
Furnish & install Auxiliary
Deep Cycle Group 31
battery, power isolator,
containment box, wire,
terminals, & fuses.
3000 WATT INVERTER ON
BULKHEAD WITH CHARGER
MOUNT. LED LIGHTS
SWITCHED TO INSIDE
FACTORY SWITCH. LED
AMBER GREEN STROBE
LIGHTS 2 FRONT, 2 BACK
ON SIDE TO CLEAR DOOR
OPENINGS.

TOTAL ABOVE..... \$ 18,269.00

THANK YOU,

CURT ANDERSON

QUOTE ACCEPTED AS AN ORDER _____ DATE _____ TRUCK INFO: _____

GOODS ARE SOLD ONLY WITH SUCH WARRANTIES AS MAY BE EXTENDED BY MANUFACTURER OF THE PRODUCT. WE MAKE NO OTHER WARRANTY &
THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY. SALES TAX NOT INCLUDED IN ABOVE PRICE.



October 2, 2023

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

Dear Gary Garrison:

Price on 2024 Vehicle State of Michigan Contract# 071B7700180 and Macomb County Contract# 21-18 Bid:

(2) 2024 Ford Transit 250 High Roof Cargo Van 148" WB in White \$51,358.00 ea

Total Delivered Price

\$102,716.00

Order Cutoff Date: In Stock Unit.

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

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

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

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

2024 Transit 250 Cargo Van 9,070# GVWR

Major Standard Equipment

POWERTRAIN

- Engine 3.5L PFDi V6 Includes port injection and E-85 Flex-Fuel Capable capability.
- Transmission 10-Speed Automatic Overdrive with SelectShift

FUNCTIONAL

- Alternator – 250 amp (3.5L PFDi V6 and 3.5L EcoBoost® V6 engines only)
- Horn – Single-note
- Air Conditioning Front only
- Antenna – Fender Mounted
- AM/FM stereo with 4.0" multi-function display, Bluetooth, and Dual USB ports
- Single AGM Battery – 70 amp-hr
- Brakes – 4-wheel Anti-lock Disc Brakes
- Parking Brake
- FordPass™ Connect / Telematics Essentials
- Instrumentation Tachometer, Fuel Level and Coolant Temperature
- PowerPoint – 12V One is located in the instrument panel and one in center console.
- Electric Power Assisted Steering (EPAS)
- Steering Wheel – Power Rack and Pinion
- Steering Wheel – Tilt and Telescoping
- Front – Independent MacPherson-strut, Stabilizer Bar
- Rear – Leaf Springs, Heavy-duty Gas Shock Absorbers

EXTERIOR

- Body Side Moldings – Carbon Black
- Front License Plate Bracket
- Front Bumper – Carbon Black, Body Colored with Lower Valence
- Rear Bumper – Carbon Black, without Integral Step
- 50/50 Hinged Rear Door, 180-degree Opening (Regular Length)
- Sliding Passenger-side Door
- Halogen Headlamps with Autolamp
- Headlamp Courtesy Delay
- Center High Mount Stop Lamp (CHMSL)
- Taillamps
- Auxiliary Fuel Port
- Fuel Tank – Capless Fuel Fill, 25 U.S. gallons (midship)
- Honeycomb Mesh Grille with Carbon Black Surround
- Mirrors, Short-Arm, Power Adjusting, Manual-Folding
- Tires – 235/65R16C 121/119 R BSW allseason
- Rear Recovery Tow Hook
- Wheels – 16" Silver Steel Wheel with Black Hubcap (Standard Front Axle configurations only)
- 16" Silver Steel Wheel with Exposed Lug Nuts (Heavy-Duty Front Axle configurations only)
- Full-size Spare Tire and Wheel
- No Cargo Area Windows
- High-Strength Laminated Glass (Sliding Doors)
- Tinted Glass

INTERIOR

- Step Well Pads – Black
- Medium Center Console with integrated shifter and a dual cup holder
- Glove Box – Locking
- Rear Cargo Door – Interior Exit Handle
- Rear Cargo Door – Exterior Lock Cylinder

- Power Equipment Group (Power Locks and Windows) with Remote Keyless-Entry
- Floor Covering Vinyl, Front only
- Rearview Mirror Delete (When Equipped Without Rear Glass)
- Front Dome Lamp with Map Lights and Theater Dimming
- Partial Rear Compartment Lighting (2 LED lights located in C-pillar)
- Accessory Delay – 30 minutes
- Front Overhead Shelf Delete
- A-Pillar Assist Handles (Driver and Passenger-side)
- B-Pillar Assist Handle (Passenger-side)
- D-Pillar Weld Nuts
- Headliner – Cloth, Front only
- Seating – Driver and Front-passenger Manual Reclining Bucket Seats with Adjustable Headrest (Includes driver-side and passenger-side inboard armrest)
- Sunvisors

SAFETY/SECURITY

- Autolocking Drive Away with Crash Unlocking.
 - AdvanceTrac® w/Roll Stability Control™ (RSC®)
 - Safety Belts – 3-point, All Positions
- Note: Belt minder is included on the driver and front passenger seat(s).
- SecuriLock® Passive Anti-Theft System (PATS) with engine immobilizer
 - SOS Post-Crash Alert System
 - Tire Pressure Monitoring System (TPMS). Standard on SRW and DRW configurations.
 - Driver and Passenger Airbags
 - Passenger-side Airbag Cut-off Switch. Not available with Passenger Seat Delete (21J, 21K and 211) or Right Hand Door Delete (60X) configurations
 - Safety Canopy® Side-curtain Airbags

CO-PILOT350 TECHNOLOGY

- Forward Collision Warning
 - Hill Start Assist
 - Post-Collision Braking
- Note: Can potentially lessen the severity of a secondary collision by automatically applying moderate brake pressure when an initial collision event is detected.
- Side Wind Stabilization
 - Pre-Collision with Automatically Emergency Braking
- Note: If a potential collision is detected, a warning flashes and an alert sound, and if the driver's response is not sufficient, the system can automatically apply the brakes to help minimize a frontal collision.
- Lane-Keeping System
- Note: Includes Lane-Keeping Alert and Driver Alert. This feature can alert the driver, during day or night, if their vehicle is unintentionally leaving its intended lane.
- Auto High-Beam Headlamps
 - Rear View Camera with Trailer Hitch Assist.
- Note: Camera will be high-mount for Medium Roof and High Roof.
- Automatic Rain-Sensing Windshield Wipers

Option Included in Base Price: Front and Rear Vinyl Floor Covering (16E) and Rear Step Bumper (43E)

Base Prices Low Roof (83.6")

☐ Transit 250 (R1Y/101A/43E) 130" Regular Wheelbase	\$44,840.00
☐ Transit 250 (R2Y/101A/43E) 130" Regular Wheelbase All-Wheel Drive	\$48,626.00
☐ Transit 250 (R1Y/101A/43E) 148" Long Wheelbase (V.2)	\$45,985.00
☐ Transit 250 (R2Y/101A/43E) 148" Long Wheelbase All-Wheel Drive	\$49,777.00

Base Prices Medium Roof (100.8")

☐ Transit 250 (R1C/101A/43E) 148" Long Wheelbase (V.2)	\$46,509.00
☐ Transit 250 (R2C/101A/43E) 148" Long Wheelbase All-Wheel Drive	\$50,295.00

Base Prices High Roof (110.1")/EL (109.4")

☒ Transit 250 (R1X/101A) 148" Long Wheelbase	\$48,223.00
☐ Transit 250 (R2X/101A) 148" Long Wheelbase All-Wheel Drive	\$52,005.00
☐ Transit 250 EL (R3X/101A) 148" Extended Length	\$48,489.00
☐ Transit 250 EL (R3U/101A) 148" Extended Length All-Wheel Drive	\$53,111.00

Available Options

	<u>Code</u>	<u>Price</u>
☐ Vehicle Maintenance Monitor	61C	45.00
☐ Heater, Engine Block	41H	75.00
☐ Axle, Limited Slip	X_L	325.00
☐ Dual Batteries 70 amp-hr (ea)	63E	295.00
☐ Dual Batteries 70 amp-hr (ea) and Dual Alternators 250 Amps (ea)	63E/63C	1320.00
<u>(Available only with 3.5L Eco Boost Engine)</u>		
☐ Seats Cloth, 2-way manual driver and Passenger Seats	21L/21M	115.00
☐ Seats Cloth 10-way power Heated Driver and Passenger Seats	21Q/21R	990.00
☐ Heavy Duty Front Axle (Standard on All-Wheel Drive)	41E	315.00
☐ Front Fog Lamps	55D	105.00
☐ Perimeter Anti-Theft Alarm	59D	155.00
☒ Daytime Running Lights	942	45.00
☐ License Plate Bracket Front	153	N/C
☐ Short Arm Manual Folding Power Heated with Turn Signals	545	160.00
☐ Long Arm Non Telescoping Mirrors-Power	543	65.00
☐ Long Arm Non Telescoping Mirrors-Power Heated with Turn Signals	544	220.00
☐ Trailer Tow Package-Heavy Duty	53B	485.00
☒ Integrated Trailer Brake Controller (Inc. Trailer Tow Pkg. & Cruise)	67D/53B/60C	1215.00
☐ Back Up Alarm	43B	150.00
☐ Keyless-Entry Pad	52C	95.00
☒ Remote Start.	68B	495.00
☒ 50/50 Hinged Rear Door 253-degree Opening (148" Wheelbase)	18P	75.00
☐ 60/40 Hinged Passenger Side Door (Low Roof Only)	59A	N/C
☒ Glass, Fixed Rear-Door	17A	250.00
☐ Glass, Fixed Passenger Side/Fixed Rear-Door	17B	425.00
☐ Windows-All-Around, fixed	17F	625.00
☐ Air Conditioning Front/Rear (Driver controlled).	57G	860.00
<u>(Not Available with Rear Vinyl, Packages 96D & 96C)</u>		
☐ AM/FM Stereo, Bluetooth, Dual USB Ports, SYNC3, and a 4.0 inch Multi-Function display	58V	280.00
☐ SYNC 4 with 12-inch Display	58B/61E	930.00
☐ SYNC 4 with Sirius XM with 360L, HD Radio, & 12-inch Display	58C/61E	1165.00
☐ SYNC 4 with Sirius XM with 360L, HD Radio, Navigation Cruise Control & 12-inch Display	58E/61E/60C	1780.00

☐	SYNC 4 with Sirius XM with 360L, HD Radio, Navigation Intelligent Adaptive Cruise Control & 12-inch Display	58F/61E	2050.00
☐	Cruise Control	60C	325.00
☐	Dual-Note Horn	85D	20.00
☒	Full Rear Compartment Lighting	15F	75.00
☐	Cargo Tie-Down Hooks (6 Tie-Down Hooks)	17P	25.00
☐	Heavy Duty Cargo Flooring and Heavy Duty Scuff Plate Kit (Not Available w/Rear Air Conditioning)	60B	875.00
☒	Upfitter Package (High Capacity Upfitter Switches, Large Center Console, Auxiliary Fuse Panel with High Spec Interface Connector, Dual AGM Batteries (63E), and Modified Vehicle Wiring System (53K))	67C	610.00
☐	Load Area Protection Package (Full Height Polypropylene Cargo area panels)	96D	395.00
☐	Exterior Upgrade Package (Chrome-trimmed, HID Headlamps, Wiper Activated Headlamps, Honeycomb Mesh Grill with Chrome Surround, and 16" Steel Wheel)	18D	535.00
☐	Interior Upgrade Package (Cruise control, Vinyl Front and Rear Flooring, Vinyl Sunvisor Illuminated Vanity Mirror, Cloth driver and passenger Seats (21L/21M), and Full Height Polypropylene Cargo area panels.)	96C	1435.00
☐	Vinyl Sun Visors with Illuminated Vanity Mirror	85C	75.00
☒	(2) Additional Keys w/FOBS	86F	75.00
☐	Power Outlet 110V/400W	90D	475.00
☐	Power Point – 12V rear	87A	15.00
☒	Reverse Sensing System	43R	295.00
☐	Blind Spot Assist 1.0	65A/58B	1725.00
☐	Bulkhead with Window (Low and Medium Roof Only)	47U	900.00
☐	Bulkhead with Lockable Door (Medium and High Roof Only)	47T	1350.00

Total Price \$51,358.00 ea

Colors for Transit 250 Cargo Van

<u>Solid</u>	<u>Interior Colors</u>	
<u>Exterior Colors</u>	<u>Pewter (VK/CK)</u>	<u>Charcoal (CB) (Cloth Only)</u>
School Bus Yellow	[BY] []	[]
Race Red	[PQ] []	[]
Oxford White	[YZ] [X]	[]
Extra Cost Paint (add \$200.00)		
Agate Black Metallic	[UM] []	[]
Ingot Silver	[UX] []	[]
Carbonized Gray Metallic	[M7] []	[]
Blue Metallic	[FT] []	[]
Avalanche Gray Metallic	[DR] []	[]
Abyss Gray Metallic	[ME] []	[]
Blue Mist	[MT] []	[]

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 11, 2024**

Meeting was called to order at 8:26 p.m. by Council President Brandon McCullough.
Present: Jim Jolly, Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, and President Brandon McCullough. Absent: Laura Toy.

Elected and appointed officials present: Lori Miller, City Clerk; Eric Goldstein, Assistant City Attorney; and David Lear, Assistant City Engineer.

Councilmember Jolly led the meeting with the Pledge of Allegiance

14. REQUEST TO AUTHORIZE APPROPRIATION AND EXPENDITURE: Department of Public Works, re: for the emergency repair of Vactor truck number 343, 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

14.

DPW
February 26, 2024

MEETING DATE

S031124/R032024

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST TO AUTHORIZE APPROPRIATION AND EXPENDITURE: Department of Public Works, re: for the emergency repair of Vactor truck number 343, from budgeted funds.

BACKGROUND DETAILS

The City of Livonia strives to ensure that our infrastructure of water and sewer services is maintained to the highest standards. The Sewer Department works tirelessly to insure the sewage infrastructure operates at peak performance at all times. We have invested in two "Vactor" trucks which we rely on to jet out lines (keeping the lines flowing freely), vacuuming out catch basins (removing debris that can potentially clog sewer lines), as well as hydro-excavating services. These two workhorse vehicles are used constantly on a daily basis and are heavily relied upon. Unfortunately, one of the Vactors (#343), a 2017 model, is in need of new "cyclones", a cylindrical cone "filter" that keeps finer particles out and keeps the equipment running smoothly. Without the cyclone working properly, we run the risk of causing further damage to other vital parts of the machine. In addition, the bearing on the front hose reel needs replacement. Having one of these machines "down" is setting us back on keeping up with our sewer cleaning schedule. With the spring rains just around the corner, we need to get Vactor #343 back in service as soon as possible.

We reached out to the two vendors in the state of Michigan who can do this type of work and have received a quote from each of them. Vacuum Truck Rentals, 13075 Newburgh Rd., Livonia, MI 48150 was the lowest, coming in at \$33,326.27. Repairs include the replacement of the cyclone filter, painting of the weldments and replacement of a bearing on the front hose reel.

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

Approve the emergency repair of Vactor #343 in the amount of \$33,326.27; to replace the cyclone filter, painting of the weldments and bearing replacement on the front hose reel.

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

Budgeted funds in the amount of \$33,326.27 are available in account no. 592-559-939-000 for this purpose.

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

\$33,326.27

DETAILED WORK BEING PERFORMED

Replacement of Cyclone Filter system, painting of weldments and replacement of the bearing in front hose reel.

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

\$33,326.27
592-559-939-000

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

JDC, Northville, MI \$ 38,485.30

Vacuum Truck, Livonia, MI \$33,326.27

(only two vendors in the State of Michigan who do this type of repair; no 3rd vendor available)

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.1 of the Livonia Code of Ordinances, as amended since no advantage to the City would result from competitive bidding.

ATTACHMENTS

1. S031124 LTC emerg repair of Vactor truck 343

APPROVED BY



Don Rohraff, Director of Public Works

Date: February 27, 2024



Michael Slater, Finance Director

Date: February 27, 2024



Maureen Miller Brosnan, Mayor

Date: March 01, 2024

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 11, 2024**

Meeting was called to order at 8:26 p.m. by Council President Brandon McCullough.
Present: Jim Jolly, Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, and President Brandon McCullough. Absent: Laura Toy.

Elected and appointed officials present: Lori Miller, City Clerk; Eric Goldstein, Assistant City Attorney; and David Lear, Assistant City Engineer.

Councilmember Jolly led the meeting with the Pledge of Allegiance

15. REQUEST FOR AUTHORIZATION TO PURCHASE ONE AIR-COOLED CHILLER:
Department of Public Works, re: to replace the temporary chiller unit at the Bennett Civic Center Library, from budgeted funds.

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

Councilmember Donovic asked when they expect to start installation since it has a 32-week lead time.

Mr. Moore indicated it should be winter or early spring, depending on the weather.

Councilmember Donovic asked if they would be able to do the work in the winter.

Mr. Moore said he feels they could if there isn't snow on the roof.

Councilmember Morgan said he thought they had already ordered the chiller back when Council approved the temporary chiller.

President McCullough indicated they only approved the design work last year when they approved the temporary chiller. He asked Mr. Moore how they chose the chiller that will be installed.

Mr. Moore said he believes it was chosen based on the specifications.

Councilmember Morgan offered an approving motion for the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

15.

DPW

February 28, 2024

MEETING DATE

S031124/R032024

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE ONE AIR-COOLED CHILLER: Department of Public Works, re: to replace the temporary chiller unit at the Bennett Civic Center Library, from budgeted funds.

BACKGROUND DETAILS

The Department of Public Works is working with the Library team to replace the failed chiller system at the Bennett Civic Center Library. In July 2023, the Council approved a 2-year rental of a temporary chiller unit (CR #215-23) which will take us through the 2024 summer season. Since that time, we've been working to prepare design plans and specifications for the replacement unit. Design plans are nearing completion, and we have full specifications for the chiller unit. In order to save time and money, the Department recommends that we pre-purchase the chiller unit directly from Trane and provide that equipment to the contractor to install. Trane is the basis of the design unit we will be installing, and we have continually used Trane products at other city facilities, adding efficiencies in repair work, parts inventory, and improved reliability.

The unit itself requires a 32-week manufacturing lead-time and a 4-day transit from Pueblo, CO to Livonia, MI with an estimated delivery in the fall of 2024. Once we finalize the construction documents, we will be seeking bids for installation of this new unit and will return to the Council for approval at that time.

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 City Council authorize the purchase from Trane US Inc., 37001 Industrial Road, Livonia, MI 48150, one air-cooled chiller model ACSA1802EUA not to exceed \$149,950.00 per the attached quote. The budgeted funds are available in accounts 401-000-976-000 and 271-778-976-000 for this purpose (split 50/50).

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

Trane Air-Cooled Chiller, Model ACSA1802EUA

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

\$149,950.00

DETAILED WORK BEING PERFORMED

Purchase of one Trane Air-Cooled Chiller, Model ACSA1802EUA

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

401-000-976-000	\$74,975.00
271-778-976-000	<u>\$74,975.00</u>
	\$149,950.00

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

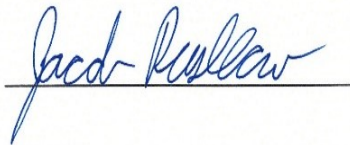
n/a

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): Waive the formal bidding process in accordance with Section 3.04.140.D.4 of the Livonia Code of Ordinances, as amended, since no advantage to the City would result from competitive bidding in this situation.

ATTACHMENTS

1. S031124 LTC Req to purch chiller at CC Library
2. Livonia Bennett Library Chiller Replacement proposal 02-21-2024
3. 215-23 - Temp Chiller - CC Library

APPROVED BY



Jacob Rushlow, P.E., Assistant Director of Public Works

Date: February 28, 2024



Don Rohraff, Director of Public Works

Date: February 28, 2024



Michael Slater, Finance Director

Date: March 01, 2024



Date: March 01, 2024

Maureen Miller Brosnan, Mayor



Proposal

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

Prepared For: Sammy Lovin
Facility Maintenance Manager
City of Livonia | DPW Building Maintenance

Date: February 21, 2024

Proposal Number: M1-123657-5787-1

Payment Terms: Net 30 Days

Job Name:
Livonia Bennett Library Chiller Replacement

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Item	Tag(s)	Qty	Description	Model Number
A1	CH-1	1	Air-Cooled Chiller Models ACS	ACSA1802EUA*LEXLXNB2XHNXSMEX1CAUBXXAA1XXXXONX

Air-Cooled Scroll Compressor Chiller
180 Nominal Tons
Scroll compressors with Variable Volume Ratio
460V/60Hz/3Phase
Manufactured in Pueblo, CO, USA
Superior Sound Level with low noise fans and compressor attenuation
UL Listed to U.S. and Canadian safety std via ETL - 2019
Factory Refrigerant Charge R-454B
AHRI Certified
ASHRAE 90.1/CSA Compliant
Standard Cooling Operation (Above 40 Deg F leaving chilled water solution temperature)
Braze Plate Heat Exchanger
Selected for 30% Propylene Glycol solution
Grooved Pipe Connection
Factory installed Flow Switch Set Point 45
Factory Insulation 0.75 Inch
Standard Ambient operation 32F to 115F
Aluminum Micro Channel condenser coil
EC Condenser Fan Motors
Across-The-Line-Starter
Single Point Unit Power Connection
Circuit Breaker / Disconnect
5000 Amp SCCR Short Circuit Rating
Under/Over Voltage Protection
BACnet MS/TP Interface
Architectural Louvered Panels
Elastomeric Isolators
2nd-5th year compressor warranty, material only
1st year parts, labor, refrigerant warranty whole unit
Unit Startup By Trane with up to 4 hours owner training

Note: Unit requires separate 115v 20 amp circuit for evaporator heater freeze protection.

Current Availability: 32 weeks manufacturing time + 4 days transit from Pueblo, CO.

Total Net Price (Excluding Sales Tax) \$ 149,950.00

Ken Lawrence / John McIntosh
Trane U.S. Inc.

37001 Industrial Road
Livonia, MI 48150
Office Phone: (734) 452-2000

Tax Status: Taxable ☐ Exempt ☐	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.
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This proposal is subject to your acceptance of the attached Trane terms and conditions.

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc. for sales in the United States and Trane Canada ULC for sales in Canada.

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS**

(INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO. No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to

certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0622)
Supersedes 1-26.130-4(1221b)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

- 1. Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to

the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

#215-23 RESOLVED, that having considered a communication from the Assistant Director of Public Works, dated June 8, 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, regarding additional appropriation and expenditure for the installation and rental of a **temporary chiller** unit at the **Bennett Library**, the Council does hereby appropriate and authorize an additional expenditure in an amount not to exceed \$10,950.00 payable to **Guardian Plumbing**, 34400 Glendale Avenue, Livonia, Michigan 48150-1302, for performing all work required in preparing to install the temporary chiller unit at Bennett Library, including the disconnection of the old rooftop units, installing new/temporary electrical and piping for the rental unit and the installation of the rental unit itself, and the City shall rent the temporary chiller at a monthly rate of \$11,990.00 (\$18,301.84 first month charge for rental plus freight delivery and technician start up services) through **Trane Rental Services**, 3600 Pammel Creek Road, La Crosse, Wisconsin 54601, for the period from July 1, 2023 to November 30, 2024, at a total cost of \$150,191.84, for a grand total amount not to exceed \$161,141.84; FURTHER, should a permanent unit become available sooner than the two-year rental, the rental will be terminated; FURTHER, the Council does hereby authorize an additional appropriation and expenditure in an amount not to exceed \$161,141.84 from funds in the Unexpended Fund Balance of the Library Fund (271); FURTHER, the Council does hereby authorize such action without competitive bidding for the reasons indicated in the aforesaid communication, and such action is taken in accordance with Section 3.04.140.E.4 of the Livonia Code of Ordinances, as amended.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 11, 2024**

Meeting was called to order at 8:26 p.m. by Council President Brandon McCullough.
Present: Jim Jolly, Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, and President Brandon McCullough. Absent: Laura Toy.

Elected and appointed officials present: Lori Miller, City Clerk; Eric Goldstein, Assistant City Attorney; and David Lear, Assistant City Engineer.

Councilmember Jolly led the meeting with the Pledge of Allegiance

16. REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT: Engineering Division, re: from Speedway LLC, in conjunction with the construction of a storm drain system that provides adequate drainage for property located at 37416 Seven Mile Road in the Southeast 1/4 of Section 6.

David Lear, Assistant City Engineer, presented the request to Council.

Councilmember Donovic offered an approving motion for the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

16.

Engineering
February 22, 2024

MEETING DATE

S031124/R032024

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT:
Engineering Division, re: from Speedway LLC, in conjunction with the construction of a storm drain system that provides adequate drainage for property located at 37416 Seven Mile Road in the Southeast 1/4 of Section 6.

BACKGROUND DETAILS

In conjunction with the renovation of the property located north of Seven Mile Road, west of Newburgh Road, the City of Livonia required the proprietor to construct a storm drainage system to provide adequate drainage for the site at their own expense. In reference to this storm sewer system, the office has received the attached storm water maintenance agreement from the owner, Speedway LLC, 3200 Hackberry Road, Irving, Texas 75063, 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 Speedway 44250 located north of Seven Mile Road, west of Newburgh Road in the S.E. ¼ of Section 6.
- 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:

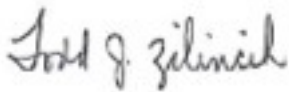
- Accept the Storm Water Management System (SWMS) for Speedway 44250 located north of Seven Mile Road, west of Newburgh Road in the S.E. ¼ of Section 6.
- Authorize the Mayor and the City Clerk to execute the Storm Water Facilities Maintenance

Agreement on behalf of the City.

ATTACHMENTS

1. S031124 LTC Stormwater agr 37416 Seven Mile
2. Signed Speedway 44250 Storm Water Agreement
3. M-52068

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: February 22, 2024



Don Rohraff, Director of Public Works

Date: February 23, 2024



Paul Bernier, City Attorney

Date: February 23, 2024



Maureen Miller Brosnan, Mayor

Date: February 26, 2024

STORM WATER FACILITIES MAINTENANCE AGREEMENT

SPEEDWAY 44250, 37416 SEVEN MILE ROAD

THIS AGREEMENT is made this 5th day of February, 2024, by and between the City of Livonia, a Michigan municipal corporation, with principal offices located at 33000 Civic Center Drive, Livonia, Michigan 48154, hereafter "City" and

Speedway LLC

a Delaware limited liability company with principal offices located at 3200 Hackberry Road, Irving, Texas 75063, hereafter "Proprietor".

RECITALS

1. The Proprietor is developing certain property located in the City of Livonia, Wayne County, Michigan, as Speedway 44250, 37416 Seven Mile Road, Livonia, Michigan 48152 ("Development"), as more particularly described in Exhibit "A" attached hereto.
2. The Proprietor must construct a storm drainage system to provide adequate drainage in the proposed Development.
3. Such storm drainage system will encompass or impact storm runoff from the Development.
4. The City has received permit no. M-52068 ("Permit") issued by the County of Wayne, Michigan, a public body corporate ("County") authorizing the construction, operations and maintenance of the storm drainage system which is located within the Development and/or the City of Livonia's, the Wayne County Office of Public Services' and/or the Michigan State Highway Department's right-of-way and/or drain, on or adjacent to the Development described in the Permit as Exhibit "C" attached hereto and incorporated herein by reference, as long as the City assumes jurisdiction for the operation and maintenance of the storm drainage system referred to in the Permit.
5. The Permit signed by the City will benefit the Proprietor and the proposed Development.
6. The City and Proprietor desire to transfer certain responsibilities of the City under the Wayne County Permit to the Proprietor and its successors and confirm the terms and conditions of such transfer of responsibility by this agreement between the City and Proprietor.

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits to be derived hereunder, the receipt, adequacy and sufficiency of which is hereby acknowledged, the City and the Proprietor agree as follows:

1. The Proprietor shall assume the obligations of the City under the Permit, as follows:
 - a. The Proprietors agree they will maintain, at their own expense, the storm drainage system which is located within the Development and/or the City of Livonia's, Wayne County Office of Public Services' and/or the Michigan State Highway Department's right-of-way and/or drain, and on or adjacent to the Development described in the Permit as Exhibit "C" attached hereto and incorporated herein by reference. The City may enter upon said premises for the purposes of maintaining said storm drainage system, if the Proprietor fails to do so. In which event the owners agree to pay the City all charges and expenses incurred thereon.
 - b. In the event of any failure or settlement in the road right-of-way, resulting from the said storm drainage system, the City shall take immediate steps to correct the situation so that the public health, safety and welfare shall not be endangered nor the road improvement damaged. All expenses, including engineering will be remitted by the Proprietors to the City.
 - c. If it is found necessary to adjust or relocate all or any portion of said storm drainage system within the road right-of-way, the City shall cause such adjustment or relocation to be accomplished, and all expenses, including engineering, will be remitted by the Proprietors to the City. Prior to any work being performed in a County road right-of-way, a separate permit shall be secured from the Wayne County Office of Public Services.
 - d. To pay the City upon written request any costs and expenses apportioned to the City under the County Permit.
2. Notwithstanding the Proprietor's assumption of the liabilities of Paragraph 1 hereof, the City shall retain jurisdiction over the storm drainage system and its rights and remedies under the Permit and any applicable statute, ordinance, rule or regulation are hereby preserved. Without limitation of the foregoing, Proprietor, its successors and assigns, at its sole cost and expense shall perform maintenance of the storm water facilities described in the City of Livonia's Storm Water Management and Long Term Maintenance Plan as Exhibit "B" attached hereto and incorporated herein by reference.
3. The Proprietor, its agents, representatives, successors and assigns shall defend, indemnify and hold the City harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omission in such regard) of the storm drainage system referred to in the permit as Exhibit "C" hereto, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and

attorney fees incurred by the City in connection with such Claims or the enforcement of this Agreement.

4. In accordance with 1976 PA 453, the parties hereto covenant: (1) not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, sex, age, height, weight or marital status.
5. That this Agreement shall be recorded at the Proprietor's expense with the Wayne County Register of Deeds.

IN WITNESS WHEREOF, the Proprietor and City have executed this Agreement on the day and year first above written.



Joseph Fahey
Notary Public, State of Ohio
My Commission Expires 2-12-2027

Speedway LLC
a Delaware limited liability company

By: Michael Byrne
Michael Byrne

Its: Regional Environmental Compliance Manager

STATE OF Ohio
COUNTY OF Franklin ss.

The foregoing instrument was acknowledged before me on this 5th day of February, 2024, a Notary Public and for said County, appeared Michael Byrne to me being personally known, who being sworn, did for themself say that they are the Regional Environmental Compliance Manager of Speedway LLC, the limited liability company named in and which executed the within instrument and, that said instrument was signed on behalf of said limited liability company, and acknowledged said instrument to be the free act and deed of said limited liability company.

Michael Byrne
Notary Public
Franklin County, Ohio
My Commission Expires On _____

CITY OF LIVONIA
a municipal corporation

By: _____
Maureen Miller Brosnan

Its: Mayor

By: _____
Lori L. Miller

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 Lori L. Miller 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

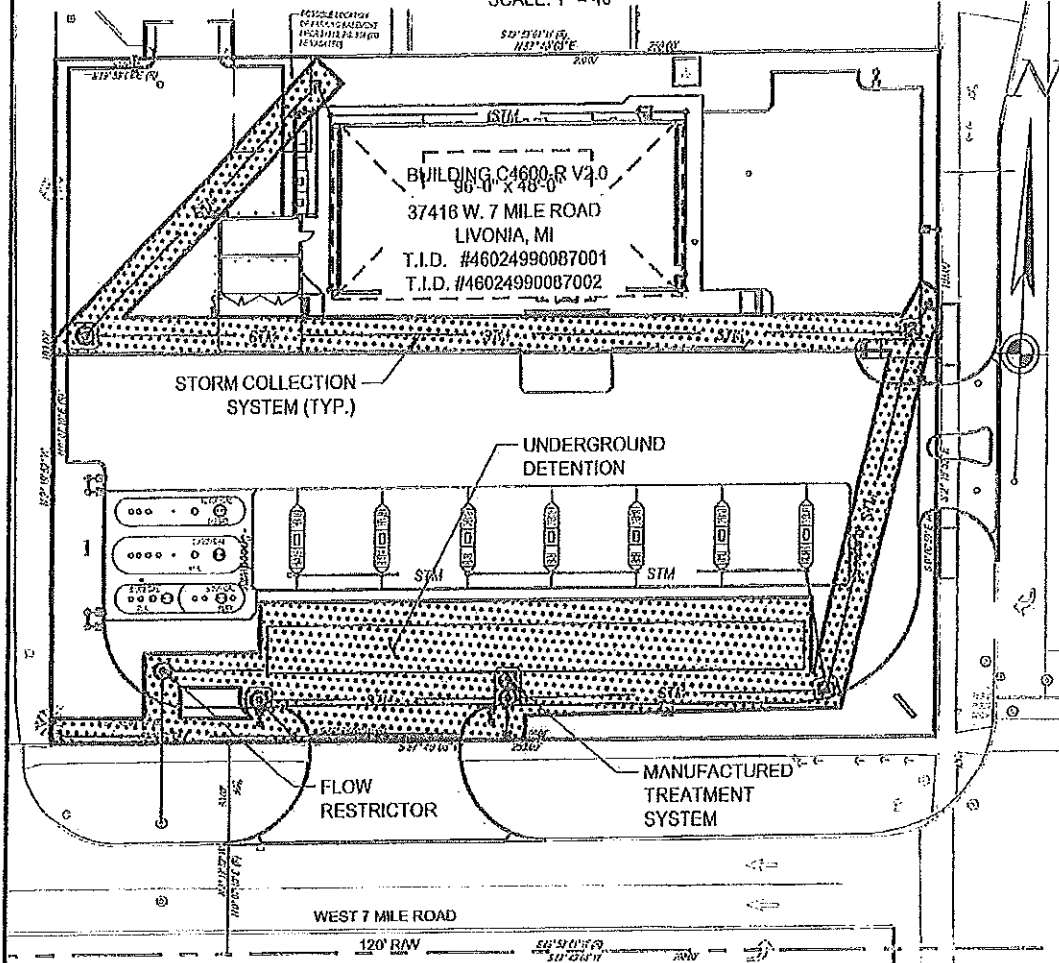
_____, County, Michigan
My Commission Expires On:

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: Engineering Division

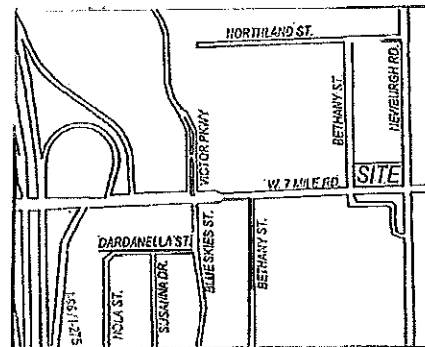
EXHIBIT A PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM

SCALE: 1" = 40'



LEGEND

-  CITY OF LIVONIA STORM MAINTENANCE RESPONSIBILITY
-  STORM SEWERS



VICINITY MAP:
NOT TO SCALE

PROPERTY INFORMATION:

SPEEDWAY #44250
37416 W. 7 MILE ROAD
LIVONIA, WAYNE COUNTY, MICHIGAN

PROPERTY OWNER:

SPEEDWAY LLC
500 SPEEDWAY DRIVE
ENON, OH 45323
CONTACT: MIKE BERGMAN
PHONE: (937) 863-8425

ENGINEER:

CESO, INC.
13060 OLD US 27, SUITE D
DEWITT, MI 48820
PHONE: (517) 622-3000
FAX: (517) 622-3009

CESO
WWW.CESOINC.COM

Speedway
Prepared By:
Speedway
Engineering and Construction, Dept.
Enon, OH 45323

DATE: 04-05-2019

SHEET 1 OF 2

DR. BY: J. STEIGERWALD

STORE NUMBER: 2201

EXHIBIT A
PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM

**PROPOSED CONSOLIDATED
LEGAL DESCRIPTION AS SURVEYED**

PROPOSED 1.108 ACRE TRACT

SITUATED IN SECTION 6, TOWN 1 SOUTH, RANGE 9 EAST, IN THE CITY OF LIVONIA, WAYNE COUNTY MICHIGAN, AND BEING ALL OF THE LANDS OF EMRO MARKETING COMPANY (N.K.A. SPEEDWAY LLC), AS RECORDED IN LIBER 24071, PAGE 249, AND ALL OF THE LANDS OF SPEEDWAY LLC, LIBER 51910, PAGE 931, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 6;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 6, SOUTH 87°40'08" WEST, A DISTANCE OF 260.00 FEET TO A POINT;

THENCE NORTH 02°19'52" WEST, A DISTANCE OF 60.00 FEET TO A FOUND 1/2" IRON PIN WITH NO CAP ON THE NORTH RIGHT-OF-WAY LINE OF WEST 7 MILE ROAD, AND BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID NORTH RIGHT-OF-WAY OF WEST 7 MILE ROAD, SOUTH 87°40'08" WEST, A DISTANCE OF 50.00 FEET TO A SET 5/8" IRON PIN WITH A YELLOW CESO CAP, ON THE EAST RIGHT-OF-WAY LINE OF THE UNDEDICATED PORTION OF BETHANY STREET, SAID PORTION OF BETHANY STREET IN THE NAME OF MARATHON PETROLEUM COMPANY, AS RECORDED IN LIBER 16417, PAGE 783;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF THE UNDEDICATED PORTION OF BETHANY STREET, NORTH 02°19'52" WEST, A DISTANCE OF 193.00 FEET TO A SET 5/8" IRON PIN WITH A YELLOW CESO CAP ON THE SOUTHERLY LINE OF THE LANDS OF SOAVE BROS. PROPERTIES, AS RECORDED IN LIBER 30267, PAGE 1211;

THENCE ALONG THE SOUTH LINE OF SAID DOMINIC / MICHAEL SOAVE, AND IN PART ALONG THE SOUTHERLY LINE OF WAYNE COUNTY PARCEL 46024990088000, SAID PARCEL IN THE NAME OF CONSUMERS POWER, NORTH 87°40'08" EAST, A DISTANCE OF 250.00 FEET (PASSING A FOUND 1/2" IRON PIN WITH NO CAP AT 50.00 FEET) TO A POINT (REFERENCED BY A FOUND 1/2" IRON PIN WITH NO CAP @ N01°49'59"W, 0.61 FEET) ON THE WEST RIGHT-OF-WAY LINE OF NEWBURGH ROAD;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF NEWBURGH ROAD, SOUTH 02°19'52" EAST, A DISTANCE OF 193.00 FEET TO A SET 5/8" IRON PIN WITH A YELLOW CESO CAP ON THE INTERSECTION OF THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF WEST 7 MILE ROAD AND THE WEST RIGHT-OF-WAY LINE OF NEWBURGH ROAD;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF WEST 7 MILE ROAD, SOUTH 87°40'08" WEST, A DISTANCE OF 200.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.108 TOTAL ACRES.

BEING PART OF THE SAME LANDS AS DESCRIBED IN TITLE POLICY TLC-13-108042

PROPERTY INFORMATION:

SPEEDWAY #44250
37416 W. 7 MILE ROAD
LIVONIA, WAYNE COUNTY, MICHIGAN

PROPERTY OWNER:

SPEEDWAY LLC
500 SPEEDWAY DRIVE
ENON, OH 45323
CONTACT: MIKE BERGMAN
PHONE: (937) 863-6425

ENGINEER:

CESO, INC.
13080 OLD US 27, SUITE D
DEWITT, MI 48820
PHONE: (517) 622-3000
FAX: (517) 622-3009



DATE: 04-05-2019

SHEET 2 OF 2

DR. BY: J. STEIGERWALD

STORE NUMBER: 2201

EXHIBIT B
STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN
WAYNE COUNTY DPS PERMIT NO.: M-52068
WAYNE COUNTY DPS PLAN REVIEW NO.: R18_715

A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to this long-term maintenance plan (Plan) is depicted on Exhibit A to the permit and includes without limitation the storm sewers, catch basins, manholes, inlets, swales, manufactured treatment systems, underground detention system, outlet control structure and outlet pipe that conveys flow from the underground detention system to an existing storm catch basin south of the Speedway site. For the purposes of this plan, this storm water management system (SWMS) and all of its components as shown in Exhibit A is referred to as "Speedway -- Livonia SWMS".

B. Time Frame for Long-Term Maintenance Responsibility

Speedway LLC is responsible for maintaining the Speedway -- Livonia 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 Speedway -- Livonia SWMS commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

C. Manner of Insuring Maintenance Responsibility

The City of Livonia has assumed responsibility for long-term maintenance of Speedway -- Livonia SWMS. The resolution by which the City of Livonia has assumed maintenance responsibility is attached to the permit as Exhibit C. Speedway LLC, through a maintenance agreement with the City of Livonia, has agreed to perform the maintenance activities required by this plan. The City of Livonia retains the right to enter the property and perform the necessary maintenance of Speedway -- Livonia SWMS if Speedway LLC fails to perform the required maintenance activities. To ensure that Speedway -- Livonia 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(s) will be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded documents will be provided to the County.

D. Long-Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance and remedial actions). Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed.

TABLE 1 STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE						
MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS	Storm Collection System (Inlets, Catch Basins, Manholes, Swales, Sewers)	Manufactured Treatment Systems	Underground Detention System	Outlet Control Structures & Outlet Pipes	Pavement Areas and Proposed Swale
Monitoring/Inspection						
Inspect for Sediment Accumulation/Clogging		X	X	X	X	X
Inspect For Floatables, Dead Vegetation & Debris		X	X	X	X	X
Inspect For Erosion And Integrity of System		X				X
Inspect All Components During Wet Weather & Compare		X	X	X	X	X
Ensure Maintenance Access Remain Open/Clear		X	X	X	X	X
Preventative Maintenance						
Remove Accumulated sediments		X	X	X	X	X
Remove Floatables, Debris, Invasive & Dead Vegetation		X				X
Sweeping of Paved Surfaces						X
Remedial Actions						
Repair/Stabilize Areas of Erosion		X				X
Replace Dead Plantings and Reseed Bare Areas		X				
Structural Repairs		X	X	X	X	X
Make Adjustments/Repairs to Ensure Proper Functioning		X	X	X	X	X
Oil and Gasoline Spill						X

NOTE: Manufactured treatment systems and underground detention system to be cleaned according to the manufacturer's recommendations; at a minimum, whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed.

PROPERTY INFORMATION: Speedway #44250 37416 W. 7 Mile Road Livonia, Wayne County, Michigan	PROPERTY OWNER: Speedway LLC 500 Speedway Drive Enon, OH 45323 Contact: Mike Bergman Phone: (937) 863-6425	ENGINEER: CESO, Inc. 13060 Old US 27, Suite D Dewitt, MI 48820 Phone: (517) 622-3000 Fax: (517) 622-3009	DATE: 07/19/2018 SHEET 1 OF 1
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Warren C. Evans
Wayne County Executive

March 16, 2022

Mr. Todd Zilincik, P.E.
City of Livonia - Engineering
12973 Farmington Road
Livonia, MI 48150

RECEIVED

MAR 16 2022

**CITY OF LIVONIA
ENGINEERING DEPARTMENT**

RE: Maintenance of Storm Water Management
Maintenance Permit for Speedway 2201 Livonia MI

Dear Mr. Zilincik:

Enclosed are the Storm Water Maintenance Permit **M-52068** and Exhibits A & B.

Please sign and date the enclosed maintenance permit and request Council to pass a Resolution as required by the Wayne County Storm Water Ordinance.

http://www.waynecounty.com/doe_wqm_res_stormwm_standards.htm

Please return complete packet to Wayne County Permit Office. An executed copy of this permit with exhibits will be returned to your attention.

If you have any questions or concerns, you may contact me at (734)709-9651 or djacks@waynecounty.com.

Sincerely,

Dilshad A Jacksi
Plan Review Engineer

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184,
PHONE (734) 595-6504
FAX (734) 595-6356

72 HOURS BEFORE ANY
CONSTRUCTION. CALL

FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No.

M-52068

ISSUE DATE

3/16/2022

EXPIRES

REVIEW No.

R 18-715

WORK ORDER

PROJECT NAME

MAINTENANCE PERMIT FOR SPEEDWAY 2201 LIVONIA MI

LOCATION

37416 SEVEN MILE ROAD (NW CORNER OF NEWBURGH AND W SEVEN MILE ROAD)

CITY/TWP

LIVONIA

PERMIT HOLDER

CITY OF LIVONIA
12973 FARMINGTON ROAD
LIVONIA, MI 481504202

CONTRACTOR

CONTACT

TODD ZILINCIK

(734) 466-2571

CONTACT

<BLANK>

DESCRIPTION OF PERMITTED ACTIVITY

(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

PERMIT TO MAINTAIN THE STORM WATER MANAGEMENT SYSTEM IN ACCORDANCE WITH THE DRAWING ATTACHED AS EXHIBIT "A", THE TERMS OF THE LONG-TERM MAINTENANCE PLAN ATTACHED AS EXHIBIT "B" AND THE WAYNE COUNTY STORM WATER ORDINANCE AND ADMINISTRATIVE RULES. A RESOLUTION FROM THE LOCAL MUNICIPALITY TO MAINTAIN THE PROPOSED STORM WATER MANAGEMENT SYSTEM AND ITS FACILITIES IS REQUIRED.

THE CITY OF LIVONIA SHALL ASSUME JURISDICTION OVER AND ACCEPT RESPONSIBILITY FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM(S) TO ENSURE THAT THE STORM WATER MANAGEMENT SYSTEM FUNCTIONS PROPERLY AS DESIGNED AND CONSTRUCTED. THE PERMIT HOLDER'S RESPONSIBILITIES UNDER THIS PERMIT SHALL INCLUDE, WITHOUT LIMITATIONS, (A) ANY MONITORING AND PREVENTIVE MAINTENANCE ACTIVITIES SET FORTH IN THE PLAN; (B) ANY AND ALL REMEDIAL ACTIONS NECESSARY TO REPAIR, MODIFY OR RECONSTRUCT THE SYSTEM AND (C) OTHER ACTIVITIES OR RESPONSIBILITIES FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM AS MAY BE SET FORTH IN THE ORDINANCE, ADMINISTRATIVE RULES, THE PLAN OR THIS PERMIT.

THE CITY OF LIVONIA SHALL PERFORM ALL MONITORING, MAINTENANCE, REMEDIAL AND OTHER RESPONSIBILITIES REQUIRED BY THE WAYNE COUNTY ORDINANCE, ADMINISTRATIVE RULES, THE PLAN AND THIS PERMIT, IN PERPETUITY AND AT ITS SOLE COST EXPENSE.

THE CITY OF LIVONIA SHALL PREPARE, EXECUTE AND (IF NECESSARY) RECORD ANY AND ALL AGREEMENTS, CONTRACTS AND OTHER DOCUMENTS THAT MAY BE REQUIRED TO PERFORM ITS OBLIGATIONS HEREUNDER AND ENSURE MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM IN PERPETUITY.

IF WAYNE COUNTY FINDS IT NECESSARY TO ADJUST OR RELOCATE ALL OR ANY PORTION OF THE PERMITTED STORM WATER MANAGEMENT SYSTEM, THE PERMIT HOLDER SHALL CAUSE THIS ADJUSTMENT OR RELOCATION TO BE ACCOMPLISHED AT NO EXPENSE TO THE COUNTY. PRIOR TO ANY WORK BEING PERFORMED IN THE RIGHT-OF-WAY, A PERMIT SHALL BE SECURED FROM THE WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES PERMIT OFFICE.

APPROVED PLANS PREPARED BY

CESO INC

PLANS APPROVED BY

Dhaeaf, H.

REQUIRED ATTACHMENTS

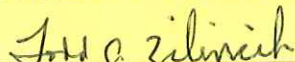
EXHIBIT A: MAP DEPICTING PHYSICAL LIMITS OF STORM WATER MGT SYSTEM

EXHIBIT 'B': LONG TERM MAINTENANCE PLAN

EXHIBIT 'C': BINDING AGREEMENT (COMMUNITY RESOLUTION)

(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.



PERMIT HOLDER NAME

PERMIT HOLDER / AUTHORIZED AGENT

2/22/24

DATE

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

PREPARED BY

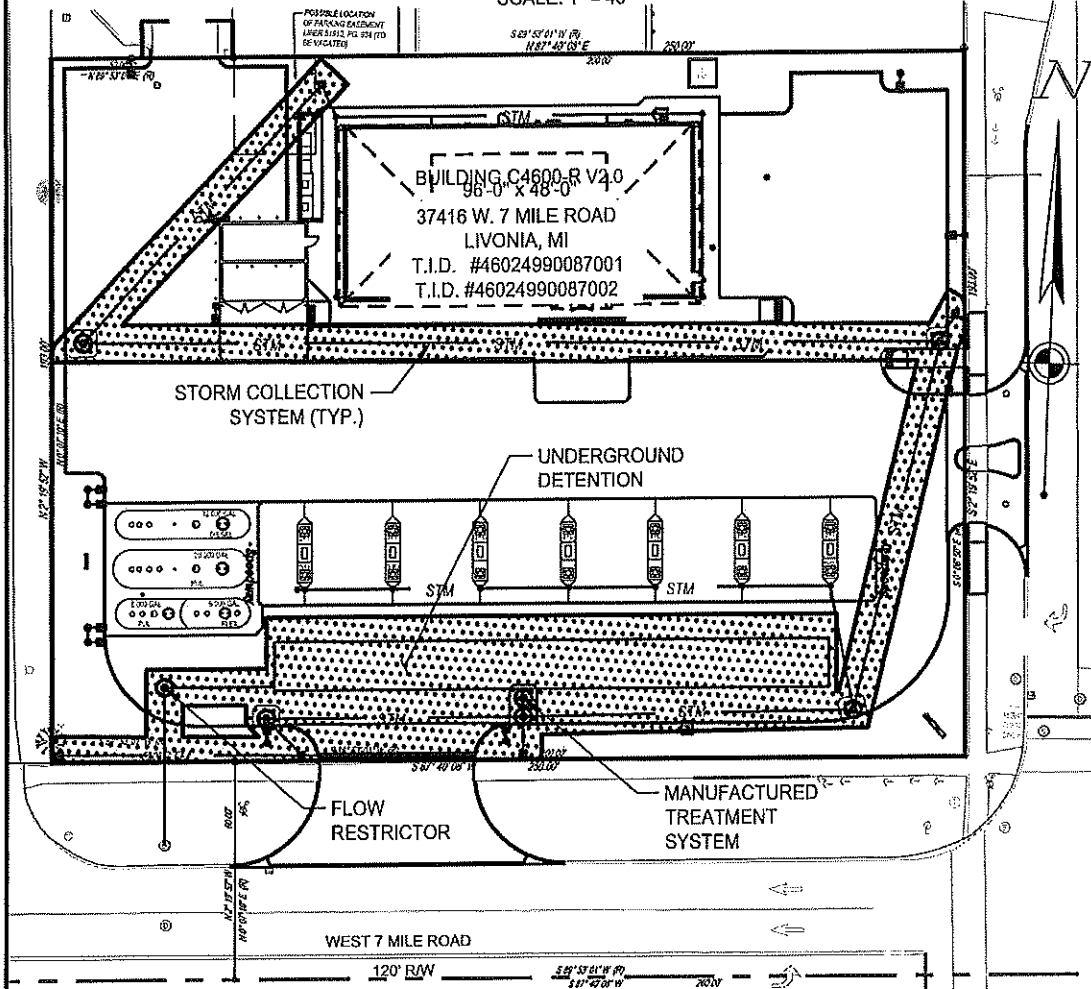
VALIDATED BY

PERMIT COORDINATOR

DATE

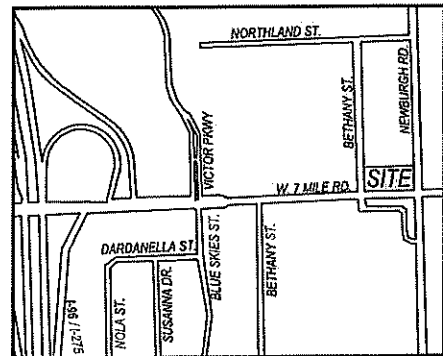
EXHIBIT A PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM

SCALE: 1" = 40'



LEGEND

-  CITY OF LIVONIA STORM MAINTENANCE RESPONSIBILITY
-  STORM SEWERS



VICINITY MAP:
NOT TO SCALE

PROPERTY INFORMATION:

SPEEDWAY #2201
37416 W. 7 MILE ROAD
LIVONIA, WAYNE COUNTY, MICHIGAN

PROPERTY OWNER:

SPEEDWAY LLC
500 SPEEDWAY DRIVE
ENON, OH 45323
CONTACT: MIKE BERGMAN
PHONE: (937) 863-6425

ENGINEER:

CESO, INC.
13060 OLD US 27, SUITE D
DEWITT, MI 48820
PHONE: (517) 622-3000
FAX: (517) 622-3009

CESO
WWW.CESOINC.COM

Speedway

Prepared By:
Speedway
Engineering and Construction Dept.
Enon, OH 45323

DATE: 04-05-2019

SHEET 1 OF 2

DR. BY: J. STEIGERWALD

STORE NUMBER: 2201

EXHIBIT A
PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM

**PROPOSED CONSOLIDATED
LEGAL DESCRIPTION AS SURVEYED**

PROPOSED 1.108 ACRE TRACT

SITUATED IN SECTION 6, TOWN 1 SOUTH, RANGE 9 EAST, IN THE CITY OF LIVONIA, WAYNE COUNTY MICHIGAN, AND BEING ALL OF THE LANDS OF EMRO MARKETING COMPANY (N.K.A. SPEEDWAY LLC), AS RECORDED IN LIBER 24071, PAGE 249, AND ALL OF THE LANDS OF SPEEDWAY LLC, LIBER 51910, PAGE 931, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 6;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 6, SOUTH 87°40'08" WEST, A DISTANCE OF 260.00 FEET TO A POINT;

THENCE NORTH 02°19'52" WEST, A DISTANCE OF 60.00 FEET TO A FOUND 1/2" IRON PIN WITH NO CAP ON THE NORTH RIGHT-OF-WAY LINE OF WEST 7 MILE ROAD, AND BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID NORTH RIGHT-OF-WAY OF WEST 7 MILE ROAD, SOUTH 87°40'08" WEST, A DISTANCE OF 50.00 FEET TO A SET 5/8" IRON PIN WITH A YELLOW CESO CAP, ON THE EAST RIGHT-OF-WAY LINE OF THE UNDEDICATED PORTION OF BETHANY STREET, SAID PORTION OF BETHANY STREET IN THE NAME OF MARATHON PETROLEUM COMPANY, AS RECORDED IN LIBER 16417, PAGE 783;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF THE UNDEDICATED PORTION OF BETHANY STREET, NORTH 02°19'52" WEST, A DISTANCE OF 193.00 FEET TO A SET 5/8" IRON PIN WITH A YELLOW CESO CAP ON THE SOUTHERLY LINE OF THE LANDS OF SOAVE BROS. PROPERTIES, AS RECORDED IN LIBER 30267, PAGE 1211;

THENCE ALONG THE SOUTH LINE OF SAID DOMINIC / MICHAEL SOAVE, AND IN PART ALONG THE SOUTHERLY LINE OF WAYNE COUNTY PARCEL 46024990088000, SAID PARCEL IN THE NAME OF CONSUMERS POWER, NORTH 87°40'08" EAST, A DISTANCE OF 250.00 FEET (PASSING A FOUND 1/2" IRON PIN WITH NO CAP AT 50.00 FEET) TO A POINT (REFERENCED BY A FOUND 1/2" IRON PIN WITH NO CAP @ N01°49'59"W, 0.61 FEET) ON THE WEST RIGHT-OF-WAY LINE OF NEWBURGH ROAD;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF NEWBURGH ROAD, SOUTH 02°19'52" EAST, A DISTANCE OF 193.00 FEET TO A SET 5/8" IRON PIN WITH A YELLOW CESO CAP ON THE INTERSECTION OF THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF WEST 7 MILE ROAD AND THE WEST RIGHT-OF-WAY LINE OF NEWBURGH ROAD;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF WEST 7 MILE ROAD, SOUTH 87°40'08" WEST, A DISTANCE OF 200.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.108 TOTAL ACRES.

BEING PART OF THE SAME LANDS AS DESCRIBED IN TITLE POLICY TLC-13-108042

PROPERTY INFORMATION: SPEEDWAY #2201 37416 W. 7 MILE ROAD LIVONIA, WAYNE COUNTY, MICHIGAN	PROPERTY OWNER: SPEEDWAY LLC 500 SPEEDWAY DRIVE ENON, OH 45323 CONTACT: MIKE BERGMAN PHONE: (937) 863-6425	ENGINEER: CESO, INC. 13060 OLD US 27, SUITE D DEWITT, MI 48820 PHONE: (517) 622-3000 FAX: (517) 622-3009
 WWW.CESOINC.COM	 Prepared by: Speedway Engineering and Construction Dept. Enon, OH 45323	DATE: 04-05-2019
		SHEET 2 OF 2
		DR. BY: J. STEIGERWALD
		STORE NUMBER: 2201

EXHIBIT B
STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN

Wayne County DPS Permit No.: **M-52068**
Wayne County DPS Plan Review No.: **R18-715**

A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to this long-term maintenance plan (Plan) is depicted on Exhibit A to the permit and includes without limitation the storm sewers, catch basins, manholes, inlets, swales, manufactured treatment systems, underground detention system, outlet control structure and outlet pipe that conveys flow from the underground detention system to an existing storm catch basin south of the Speedway site. For the purposes of this plan, this storm water management system (SWMS) and all of its components as shown in Exhibit A is referred to as "Speedway - Livonia SWMS".

B. Time Frame for Long-Term Maintenance Responsibility

Speedway LLC is responsible for maintaining the Speedway - Livonia 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 Speedway - Livonia SWMS commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

C. Manner of Insuring Maintenance Responsibility

The City of Livonia has assumed responsibility for long-term maintenance of Speedway - Livonia SWMS. The resolution by which the City of Livonia has assumed maintenance responsibility is attached to the permit as Exhibit C. Speedway LLC, through a maintenance agreement with the City of Livonia, has agreed to perform the maintenance activities required by this plan. The City of Livonia retains the right to enter the property and perform the necessary maintenance of Speedway - Livonia SWMS if Speedway LLC fails to perform the required maintenance activities. To ensure that Speedway - Livonia 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(s) will be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded documents will be provided to the County.

D. Long-Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance and remedial actions). Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed.

TABLE 1 STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE							
MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS	Storm Collection System (Inlets, Catch Basins, Manholes, Swales, Sewers)	Manufactured Treatment Systems	Underground Detention System	Outlet Control Structures & Outlet Pipes	Pavement Areas and Proposed Swale	FREQUENCY
Monitoring/Inspection							
Inspect for Sediment Accumulation/Clogging		X	X	X	X	X	Annually
Inspect For Floatables, Dead Vegetation & Debris		X	X	X	X	X	Annually & After Major Events
Inspect For Erosion And Integrity of System		X				X	Annually & After Major Events
Inspect All Components During Wet Weather & Compare		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, Debris, Invasive & Dead Vegetation		X				X	As Needed
Sweeping of Paved Surfaces						X	As Needed
Remedial Actions							
Repair/Stabilize Areas of Erosion		X				X	As Needed
Replace Dead Plantings and 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
Oil and Gasoline Spill						X	Clean Immediately

NOTE: Manufactured treatment systems and underground detention system to be cleaned according to the manufacturer's recommendations; at a minimum, whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed.

PROPERTY INFORMATION: Speedway #2201 37416 W. 7 Mile Road Livonia, Wayne County, Michigan	PROPERTY OWNER: Speedway LLC 500 Speedway Drive Enon, OH 45323 Contact: Mike Bergman Phone: (937) 863-6425	ENGINEER: CESO, Inc. 13060 Old US 27, Suite D Dewitt, MI 48820 Phone: (517) 622-3000 Fax: (517) 622-3009	DATE: 07/19/2018
			SHEET 1 OF 1

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 11, 2024**

Meeting was called to order at 8:26 p.m. by Council President Brandon McCullough.
Present: Jim Jolly, Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, and President Brandon McCullough. Absent: Laura Toy.

Elected and appointed officials present: Lori Miller, City Clerk; Eric Goldstein, Assistant City Attorney; and David Lear, Assistant City Engineer.

Councilmember Jolly led the meeting with the Pledge of Allegiance

17. REQUEST TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF LIVONIA: Engineering Division, re: for the reconstruction of West Chicago Road from Harrison Road easterly to 125 feet west of Inkster Road with the proposed City's participation to be estimated at 18.15%, in the amount of \$374,845.

David Lear, Assistant City Engineer, presented the request to Council.

Vice Ptashnik offered an approving motion for the Consent agenda.

Councilmember asked for the timing of the project.

Mr. Lear indicated it will be done this year, possibly starting mid-summer and finishing up by end of the year.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

17.

Engineering
February 26, 2024

MEETING DATE

S031124/R032024

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF LIVONIA: Engineering Division, re: for the reconstruction of West Chicago Road from Harrison Road easterly to 125 feet west of Inkster Road with the proposed City's participation to be estimated at 18.15%, in the amount of \$374,845.

BACKGROUND DETAILS

The Engineering Division is in receipt of an agreement dated February 26, 2024, between the Michigan Department of Transportation (MDOT) and the City of Livonia for the reconstruction of West Chicago Road from Harrison Road easterly to 125 feet west of Inkster Road. The work items for Part A – Federal Participation; concrete pavement reconstruction with integral curb along West Chicago Road from Harrison Road easterly to approximately 125 west of Inkster Road, including grading and subgrade undercutting, aggregate base, concrete sidewalk and curb ramps, underdrain, permanent signing and pavement markings; and all together with necessary related work. The work items for Part B – No Federal Participation include an audio-visual record, sprinklers and rubbish pickup along the limits as described in Part A; and all together with necessary related work.

The total construction cost is estimated at \$1,978,000 with the City of Livonia participation estimated at \$374,845. The total cost includes Part A, construction costs, in the amount of \$1,958,650 and Part B for audio-visual survey work; and all together with necessary related work, in the amount of \$19,350, which is the City's responsibility and is not reimbursable. This places the breakdown of Part A at 81.85% Federal and 18.15% for the City of Livonia. No working capital deposit is required for this project.

The proposed agreement has been reviewed by the Engineering Division and has been reviewed as to form by the Department of Law.

The contract is required to be returned to MDOT within 30 days from the date of their letter February 26, 2024, to allow the project to proceed forward. MDOT has anticipated bidding the project with a bid opening on March 1, 2024. The Construction Engineering (CE) contract will be brought back before City Council at a later date once the actual contract amount has been determined and anticipated to be performed by Anderson, Eckstein and Westrick, Inc. (AEW). The cost for Construction Engineering will be reimbursable. The construction is scheduled to begin in early June 2023, weather permitting, with an anticipated completion in mid-September. Please be advised that Wayne County will be rehabilitating Inkster Road (Joy Road to West Chicago) with an anticipated

starting date of late August with completion by mid-November 2024.

Based on the above information, it is recommended that the City Council take the following actions:

- Authorize the Mayor and the City Clerk to execute this agreement for and on behalf of the City of Livonia.
- Authorize an expenditure of \$275,000 from funds budgeted for this project in Account No. 202-463-818-125 (Major Street Fund – City Participation in County and MDOT Projects).
- Authorize an additional appropriation and expenditure of \$99,845 from the unexpended fund balance of the Major Road Fund (202)
- 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)

RESOLVED, that having considered the report and recommendation of the City Engineer, dated February 26, 2024, approved by the Director of Public Works, which bears the signature of the Director of Finance, is reviewed as to form by the City Attorney, and approved for submission by the Mayor, to which is attached a proposed agreement, MDOT Contract No. 24-5058, between the City of Livonia and the Michigan Department of Transportation (MDOT) for the reconstruction of West Chicago Road, from Harrison Road easterly to 125 feet west of Inkster Road, with 18.15% responsibility of the City of Livonia estimated to total \$374,845.00, the Council does hereby authorize the Mayor and the City Clerk, for and on behalf of the City of Livonia, to execute this agreement in the manner and from herein submitted; FURTHER, the Council does hereby authorize an expenditure in the amount of \$275,000 from funds budgeted in Account No. 202-463-818-125 (Major Street Fund – City Participation in County and MDOT Projects) for this purpose, authorize an additional appropriation and expenditure in the amount of \$99,845 from the unexpended fund balance of the Major Road Fund (202) 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.

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)

\$374,845

DETAILED WORK BEING PERFORMED

Reconstruction of West Chicago Road from Harrison Road easterly to 125 feet west of Inkster Road

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

\$275,000 from Account No. 202-463-818-125 (Major Street Fund - City Participation in County and MDOT Projects
\$99,845 from the Unexpended Fund Balance of the Major Road Fund (202)

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

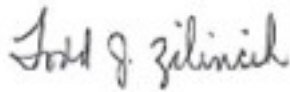
n/a

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

ATTACHMENTS

1. S031124 LTC IGA MDOT - Harrison to Inkster
2. MDOT Contract No. 24-5048 - West Chicago, Harrison to Inkster

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: February 26, 2024



Don Rohraff, Director of Public Works

Date: February 26, 2024



Michael Slater, Finance Director

Date: February 27, 2024



Paul Bernier, City Attorney

Date: February 27, 2024



Maureen Miller Brosnan, Mayor

Date: March 01, 2024

STP

DA

Control Section	STU 82000
Job Number	215726CON
Project	24A0266
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	24-5048

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF LIVONIA, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Livonia, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 5, 2024, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Concrete pavement reconstruction with integral curb along West Chicago Road from Harrison Street easterly to approximately 125 feet west of Inkster Road, including grading and subgrade undercutting, aggregate base, concrete sidewalk and curb ramps, underdrain, permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Audio visual record, sprinklers and rubbish pickup along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

Pursuant to Title 2 of the Code of Federal Regulations Part 200, a description of the federal award for the project is shown in detail on EXHIBIT "II", dated February 5, 2024, and made a part of this document.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

Costs for construction engineering, construction materials testing, and inspection as may be incurred by the DEPARTMENT and the REQUESTING PARTY, including any other costs incurred by the DEPARTMENT as a result of this contract, will be at PROJECT COST. Costs for construction engineering, construction materials testing, and inspection incurred by the REQUESTING PARTY for the PROJECT shall be limited to the lesser of: (1) 100 percent of the actual costs for construction engineering, construction materials testing, and inspection, or (2) \$224,650.

The costs incurred by the REQUESTING PARTY for preliminary engineering and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at PROJECT COST, shall:

- A. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- B. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY shall submit biweekly pay estimates and construction contract modifications to the DEPARTMENT in a timely manner.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

The method of performing the work will be indicated on the work authorization. The REQUESTING PARTY will comply with PART II, Section IIF, when applicable.

The REQUESTING PARTY has designed or caused to be designed the plans for the PROJECT at no cost to the PROJECT.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 365.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF LIVONIA

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



February 5, 2024

EXHIBIT I

CONTROL SECTION	STU 82000
JOB NUMBER	215726CON
PROJECT	24A0266

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$1,734,000	\$ 19,350	\$1,753,350
CONSTRUCTION ENGINEERING, CONSTRUCTION MATERIALS TESTING, & INSPECTION	\$ 224,650	\$ 0	\$ 224,650
GRAND TOTAL	\$1,958,650	\$ 19,350	\$1,978,000

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,958,650	\$ 19,350	\$1,978,000
Less Federal Funds	<u>\$1,603,155</u>	<u>\$ 0</u>	<u>\$1,603,155</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 355,495	\$ 19,350	\$ 374,845

NO DEPOSIT

EXHIBIT II
Notification of Required Federal Program Information to Subrecipients for
Federal Funding

Does this project receive Federal funds? ☒ Yes ☐ No

Subrecipient's Name: City of Livonia

Subrecipient's Unique
Entity Identifier Number WG2XSL4YB7N4
(UEI):

Federal Grant/Project
Number(s): 24A0266

MDOT Project Number: 215726CON

Project Description: Concrete pavement reconstruction with integral curb along West Chicago Road from Harrison Street easterly to approximately 125 feet west of Inkster Road, including grading and subgrade undercutting, aggregate base, concrete sidewalk and curb ramps, underdrain, permanent signing and pavement markings; audio visual record, sprinklers and rubbish pickup; and all together with necessary related work.

CFDA Number, Federal Agency, Program Title: CFDA 20.205
Highway Research Planning &
Construction

Federal Award Identification Number(s) (FAIN): 693JJ22430000Y230MI24A0266

Federal Award Date: January 12, 2024

Period of Performance Start Date: January 12, 2024

Period of Performance End Date: December 24, 2024

Amount of Federal Funds obligated by this action: \$1,603,155

Total amount of Federal Funds obligated: \$1,603,155

Total amount of the Federal award: \$1,978,000

Budget Approved Cost sharing or matching, where applicable:
Federal Participation: \$1,603,155; Local Participation: \$374,845

Name of Federal awarding agency and contact information for awarding official:

Director Bradley Wieferich
Michigan Department of Transportation
425 West Ottawa Street
Lansing, MI 48909

Is this a Research and Development award: ☐ Yes ☒ No

Indirect cost rate for the Federal award (if applicable): Not Applicable

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not 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 because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 11, 2024**

Meeting was called to order at 8:26 p.m. by Council President Brandon McCullough.
Present: Jim Jolly, Vice President Martha Ptashnik, Rob Donovan, Carrie Budzinski, Scott Morgan, and President Brandon McCullough. Absent: Laura Toy.

Elected and appointed officials present: Lori Miller, City Clerk; Eric Goldstein, Assistant City Attorney; and David Lear, Assistant City Engineer.

Councilmember Jolly led the meeting with the Pledge of Allegiance

3. REQUEST TO EXTEND WAIVER USE APPROVAL TO CURRENT OWNER: Xiao Ping Shen, re: Petition 2014-10-02-14, submitted by Elite Foot Spa, LLC, from Edmond Leung to Xiao Ping Shen in order to continue operating a massage establishment on property located on the southeast corner of Plymouth and Stark Roads (34389 Plymouth Road) in the Northeast 1/4 of Section 33. (CR 88-21)

Edmond Leung, Elite Foot Spa owner, presented the request to Council.

Sherry from Yo Yo Spa (translator) and Xiao Ping Shen, petitioner, were present to answer questions.

Councilmember Donovan asked if Xiao Ping Shen would be the new owner and verified she has the necessary licensing from the State.

Councilmember Jolly asked if Mr. Leung is the current owner and if Ms. Shen was a co-owner.

Mr. Leung indicated Ms. Shen was not a co-owner but was the business manager. She is assuming new ownership.

Councilmember Jolly asked how long the business has been operating and if they have had any problems with any regulatory agencies or Livonia Police.

Mr. Leung said they have been open for three years and haven't had any problems.

Councilmember Jolly asked through the translator, Sherry, if Ms. Shen has owned any similar businesses in the past.

Sherry spoke to Ms. Shen and indicated she established the business name of Yo Yo Spa eight months ago. She never opened the business as the City of Livonia denied her petition because the proposed location was near a daycare.

Councilmember Donovan asked Eric Goldstein, Assistant City Attorney, if there was any correspondence received from Council, residents, or businesses regarding this petition.

Mr. Goldstein deferred to Lori Miller, City Clerk, who indicated two letters were received, one addressed to Councilmember Toy and one addressed to the Hearing Director. Both were handwritten and signed by a whistle blower. They were inside of a lanyard and taped to the employee entrance door at 7:00 a.m. on 3/11/2024. They have been turned over to the Livonia Police Department.

Councilmember Jolly asked if the letters were opened and if any copies were made.

Clerk Miller indicated only one letter was opened due to security concerns and photographs were taken.

Councilmember Jolly said they will be in contact with PD for that information.

Craig Gonzalez, 42341 Amboy court, manager of the plaza, indicated Linda has been operating at the location for 8 years. She just signed an extension for another 3 years. They would like her to continue as their tenant. He said there has only been one issue involving a previous employee about 5 years ago.

Councilmember Jolly offered an approving and denying motion for the Regular agenda.

DIRECTION:

APPROVING
DENYING

REGULAR

From: [Edmond Leung](#)
To: [Kasprowicz, Sara](#)
Cc: [Miller, Scott](#); Lindahoob7105@gmail.com; Sherry2734@gmail.com; Crsgold@aol.com
Subject: Elite foot and body spa
Date: Wednesday, March 6, 2024 11:59:01 AM

Hello, my name is Edmond leung. I am the current owner of elite foot and body spa. 34389 Plymouth Livonia , MI 48150

I would like to request a waiver transfer to Xiao ping shen and be removed from the business.
Thank you.



LETTER TO THE LIVONIA CITY COUNCIL

3.

Council Office
February 29, 2024

MEETING DATE

S031124/S032024

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

REQUEST TO EXTEND WAIVER USE APPROVAL TO CURRENT OWNER: Xiao Ping Shen, re: Petition 2014-10-02-14, submitted by Elite Foot Spa, LLC, from Edmond Leung to Xiao Ping Shen in order to continue operating a massage establishment on property located on the southeast corner of Plymouth and Stark Roads (34389 Plymouth Road) in the Northeast 1/4 of Section 33. (CR 88-21)

BACKGROUND DETAILS

A request to extend the current waiver use approval from Edmond Leung to Xiao Ping Shen, Elite Foot Spa, LLC, in order to continue operating a massage establishment on property located on the southeast corner of Plymouth and Stark Roads (34389 Plymouth Road) in the Northeast 1/4 of Section 33. (CR 88-21).

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

To extend the waiver use approval from Edmond Leung to Xiao Ping Shen for Elite Foot Spa located at 34389 Plymouth Road.

ATTACHMENTS

1. S031124 - Req to transfer owner 34387-34389 Plymouth Rd - Elite Foot Spa
2. R032221 Approval of Petition 2014-10-02-14 (Elite Foot Spa) CR 88-21
3. S030821 Req for waiver use approval to new owner (Elite Foot Spa) 34389 Plymouth Road Minutes
4. S030821 LTC Petition 2014-10-02-14
5. S030821 Req to transfer waiver use approval to new owner (Elite Foot Spa)
6. S020821 Req for Waiver Use Approval To New User (Elite Foot Spa) Minutes
7. S020821 Req for Extension of Waiver Use - Elite Foot Spa (WAIVERS)
8. S120114 Pet 2014-10-02-14 (Elite Foot Spa) 34389 Plymouth Road CR 373-14

APPROVED BY

Senate Plaza

LEASE

THIS LEASE is made between the Landlord and Tenant hereinafter identified in Paragraph 1(b) and 1(c) hereof, respectively, and constitutes a Lease between the parties of the "demised premises" in the "Building" as defined in Paragraph 2 hereof on the terms and conditions and with and subject to the covenants and agreements of the parties hereinafter set forth.

WITNESSETH:

BASE LEASE PROVISIONS

1. The following are certain lease provisions, which are part of, and in certain instances referred to in subsequent provisions of, this Lease.

- (a) Date of Lease: October 12, 2023
- (b) Landlord: G & D Properties
- (c) Tenant: YoYo Spa LLC --DBA
- Guarantor: Xiaoping Shen

(d) Demised Premises: 2420+-/- Rentable Sq. Ft.

(e) Commencement Date: April 1, 2024

(f) Expiration Date: March 31, 2027

(g) Rent:

Year 1	\$2,600 per month
Year 2	. \$2,700 per month
Year 3	\$2,800 per month
Year 4	
Year 5	

(h) Tenant will pay electric, gas, phone, cable upon occupancy

(i) Base Taxes: included.

(j) Tenant's Share: 6.6%

(k) Tenant's Address for Notices:

(l) Landlord's Address for Notices:
G & D Properties Inc
34385 Plymouth
Livonia, MI 48150

(m) Deposit: \$

(n) The first month's rent and the security deposit are due upon signing of the lease.

DEMISED PREMISES

2. (a) Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby lease unto Tenant premises situated in the City of Livonia, County of Wayne, and State of Michigan, described in Paragraph 1(d) hereof, in that certain office building, the address of which is 34379-89 Plymouth Road Road, Livonia, Michigan 48150, (hereinafter referred to as the "Building") as shown on the floor plan, Exhibit "A" hereto, (hereinafter referred to as the "demised premises"), together with the non-exclusive right and easement to use the parking and common facilities which may from time to time be furnished by Landlord in common with Landlord and the Tenants and occupants (their agents, employees, customers and invitees) of the Building.

(b) Landlord shall renovate/buildout the demised premises in accordance with the provisions of Exhibit "A" hereto. If Tenant shall be responsible for the payment of any amounts to Landlord pursuant to the provisions of Exhibit "A", Tenant shall pay the same prior to Landlord's commencing such work and within (10) days after receipt of an invoice therefore.

(c) Landlord reserves the right from time to time upon at least sixty (60) days' advance written notice to relocate Tenant to other premises within the Building, prior to or during the term of this Lease, so long as the usable area so substituted equals or exceeds the usable area of the demised premises. Landlord shall pay the reasonable relocation costs of Tenant in connection therewith, but Landlord shall not have any other liability with respect to any such relocation.

TERM

3. (a) The term of this Lease shall commence on the commencement date set forth in Paragraph 1(e) hereof and expire on the expiration date set forth in Paragraph 1(f) hereof, fully to be completed and ended. In the event Landlord fails to deliver the demised premises on the commencement date because the demised premises are not then ready for occupancy, or because the previous occupant of said premises is holding over, or for any other cause beyond Landlord's control, Landlord shall not be liable to Tenant for any damages as a result of Landlord's delay in delivering the demised premises, nor shall any such delay affect the validity of this Lease or the obligations of Tenant hereunder, and the commencement date of this lease shall be postponed until such time as the demised premises are ready for Tenant's occupancy. The demised premises shall be deemed ready for occupancy upon Landlord notifying Tenant that Landlord has substantially completed the improvements to the demised premises set forth on Exhibit "B" hereto.

(b) Tenant shall furnish Landlord, from time to time upon request a letter addressed to Landlord or its mortgagee or a potential mortgagee or purchaser of the Building stating that: Tenant has accepted the demised premises for occupancy; the demised premises have been completed as herein required, and setting forth the commencement date (as the same may have been extended) and expiration date of this Lease and such other information as either Landlord or the mortgagee, potential mortgagee or purchaser of the Building shall request.

RENT

4. (a) Tenant shall pay to Landlord as rent for the demised premises during each year of the term of this Lease the sums set forth in Paragraph 1 (g) hereof. Such rent shall be paid upon **THE FIRST DAY OF EACH MONTH** throughout the term of this Lease; provided, however, that if the lease term shall commence on a day other than the first day of a calendar month or shall end on a day other than the last day of a calendar month, the rental for such first or last fractional month shall be such portion of the monthly rental then in effect as the number of days in such fractional month bears to the total number of days in the calendar month.

(b) Tenant shall pay as additional rent any money and charges required to be paid by Tenant pursuant to the terms of this Lease, whether or not the same may be designated "additional rent".

(c) All amounts payable by Tenant to Landlord hereunder, if not paid when due, shall bear interest from the date due until paid at the rate of two percent (2%) in excess of the "prime rate" published from time to time in the Wall Street Journal.

From: [Aol Mail](#)
To: [Kasprowicz, Sara](#); [CRAIG GONZALEZ](#)
Subject: Fw: 34387-34389 Plymouth Rd. Livonia Mi Elite Foot Spa
Date: Friday, March 1, 2024 12:02:05 PM

Craig Gonzalez

Berkshire Hathaway, Commercial
Division
880 S Old Woodward Ave. Birmingham,
MI 48009
cgonzalez@hwwbrealtors.com
crsgold@aol.com

313.658.7768

www.BHHSKeeRealty.com



<http://www.crex.com>

<http://www.loopnet.com>

----- Forwarded Message -----

From: Aol Mail <crsgold@aol.com>
To: skasprowicz@livonia.gov <skasprowicz@livonia.gov>; CRAIG GONZALEZ <crsgold@aol.com>
Sent: Friday, March 1, 2024 at 09:24:45 AM EST
Subject: 34387-34389 Plymouth Rd. Livonia Mi Elite Foot Spa

Good Morning,

We are reaching out to the City on behalf of Xiao Ping Shen-Linda who has owned the Elite foot Spa since its' inception and works there everyday.
She would like to take Edmond's name off the Transfer waiver and put Transfer waiver solely in her name. Everything else will remain the same.

Linda has the state massage license in her name, the lease extension for the 34389 Plymouth space is in her name and recently became an American citizen in 2022.

I work for George Dimioplous the owner of the Senate Coney Island Restaurants and manage the Senate Plaza at Plymouth and Stark where the spa resides.
George and I both give our full support to Linda in her endeavor to run the spa and remain in Livonia.

Craig Gonzalez

Berkshire Hathaway, Commercial

Division
880 S Old Woodward Ave. Birmingham,
MI 48009

cgonzalez@hwwbrealtors.com
crsgold@aol.com

313.658.7768

www.BHHSKeeRealty.com



<http://www.crexi.com>

<http://www.loopnet.com>

Regular Meeting Minutes of March 22, 2021

On a motion by Bahr, supported by Donovic, it was:

WAIVERS

Petition 2014-10-02-14
(Elite Foot Spa, LLC)
Approval to transfer
waiver use approval to
operate a massage
establishment on
property located on the
Southeast corner of
Plymouth and Stark
Roads (34389
Plymouth Road) from
Edward Davis, Elite
Foot Spa, LLC to the
new owner, Edmond
Leung.

#88-21 RESOLVED, that having considered an email from Edmund Leung, dated February 26, 2021, wherein a request is submitted to transfer the waiver use approval in response to Petition 2014-10-02-14 submitted by Elite Foot Spa, LLC, which petition was approved by City Council on December 15, 2014, pursuant to Council Resolution 373-14, to operate a massage establishment on property located on the southeast corner of Plymouth and Stark Roads (34389 Plymouth Road) in the Northeast $\frac{1}{4}$ of Section 33, the Council does hereby approve of the request to transfer waiver use approval to operate a massage establishment on property located on the Southeast corner of Plymouth and Stark Roads (34389 Plymouth Road) from Edward Davis, Elite Foot Spa, LLC, 34389 Plymouth Road to the new owner, Edmond Leung, subject to the following conditions:

1. That this facility shall comply with all of the special waiver use standards and requirements pertaining to massage establishments as set forth in Section 10.03(m) of the Zoning Ordinance #543;
2. That this facility shall conform to the provisions set forth in Chapter 5.49 of the Livonia Code of Ordinances pertaining to massage establishments; and
3. That the petitioner shall enter into a conditional agreement limiting this waiver use to this user only, with the provision to extend this waiver use to a new user only upon the approval of the new user by the City Council.

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

AYES: Bahr, White, Donovic, and McIntyre

NAYS: McCullough, Jolly and Toy

The President declared the resolution adopted.

<i>REGULAR AGENDA ITEM 16 (Regular Meeting of March 22, 2021)</i>

Motion by: Bahr

Seconded by: Donovic

ROLL CALL:

Ayes: Toy, Bahr, White, McCullough, Donovic, Jolly, McIntyre

Nays: None

Absent: None

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 8, 2021**

Meeting was called to order via Zoom remote technology at 8:38 p.m. by President Kathleen McIntyre. Present: Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); Cathy White (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

2) REQUEST TO EXTEND WAIVER USE APPROVAL TO NEW OWNER: Edmond Leung, re: Petition 2014-10-02-14, submitted by Elite Foot Spa, LLC, to operate a massage establishment on property located on the southeast corner of Plymouth and Stark Roads {34389 Plymouth Road) in the Northeast 1/4 of Section 33. (CR 373-14)

Edmond Leung, Petitioner, 14321 Westlake, Taylor, presented this request to Council. He stated he is here to seek Council's approval to operate a massage establishment. I believe that the type of massage or this type of service could be beneficial for the community, especially considering what we've been through for the past year, with increased stress and anxiety, etc. Proper guidelines and sanitation procedures will definitely be emphasized. I'm also aware of human trafficking issues, that is something that I loathe, I speak highly against that all the time personally. I've also spoken to the former tenant of this location and he has expressed that he is no longer interested in pursuing this type of establishment due to personal reasons. I believe this will be a good opportunity to bring some relief to the community.

Vice President Bahr asked if the Petitioner has background in this type of business and Leung replied yes, he also has family who also established this type of business in the City of Livonia. They've been servicing the community for roughly ten years now and have had no problems. They are grateful for your support in the relationship.

Bahr asked what businesses are those and Leung replied it is another massage spa located at Five Mile and Newburgh, New Life Acupressure. Bahr asked if there were any others and Leung replied not massage, but that he also has family that established a business in Laurel Park Mall, it's a noodle restaurant. Bahr asked if he is taking over Elite Foot Spa or establishing his own business and Leung replied yes, this will be his business solely. Bahr asked if it will retain the same name and Leung replied no, there will be a slight change to the name. Bahr then asked as far as employee base and operations and everything, you're just taking over the existing business and Leung replied correct. Bahr asked if he has an active role in New Life Acupressure and Leung replied he manages, he does the communications and all the emails and all the boring stuff. Bahr then asked if he owns New Life and Leung replied no. Bahr asked what relationship he has with New Life and Leung replied his mother is the owner of it. Leung said that he is somewhat familiar with this type of arena, this environment, this type of

massage service. Bahr asked how did this particular business opportunity come to your attention and Leung replied that he crossed paths with the former tenants and he spoke about his personal reasons of not wanting to continue anymore and I thought it was a good opportunity. I personally believe in massage therapy; I think it's very beneficial. I know it doesn't work for everybody but I think in the majority of the cases, I think it can be very relieving and relaxing to most people.

Councilmember Jolly asked the Petitioner if he found there was an overwhelming demand for this type of service to the point where we would have to continue to offer waivers for more and more businesses like this? And I'm not asking to put you on the spot here, but I notice that we have quite a few of these that come before us quite often and I'm curious if the demand is really what it appears to be by the amount of inquiries we get before this. That's the first part and the second part is you plan on staffing one of these facilities. I'm just curious where all the employees come from and all of these separate locations in the industry, just out of curiosity where do you hire the people from in terms of their credentials and that sort of thing.

Leung replied personally based on what he researched, he sees that this type of industry is increasing, the demand is increasing, that's just based on my research. And when it comes to employees, I do have like social media and those types of resources to contact licensed massage therapists. Foot massages will heavily be emphasized at this location but also full body massages as well and I know licensed massage therapists will be heavily emphasized. And social media, I do have connections to seek people and employees through social media. I don't think that will be difficult when it comes to employees and licensed massage therapists.

Jolly then asked if the Petitioner finds with his mother's establishment that there is such a demand that she does not have the capacity to provide all the services that are wanted from her business.

Leung replied yes, he personally believes that the demand is high enough to cater to increased numbers of demand.

Councilmember McCullough asked about the term licensed massage therapist and who would be holding the license in this establishment.

Leung replied he has two therapists in mind and they are licensed, would you like their names and McCullough asked if they are part of the current establishment, the ones he is looking at. Leung said one is part of the current establishment, they are licensed, their service is very exceptional.

McCullough then asked the Petitioner to provide more back-up information prior to the next meeting.

Councilmember Toy asked what the hours will be and Leung replied they will range probably from 9:00 a.m. to 9:00 p.m., seven days a week. Toy then asked if the two

employees are part of the current establishment and Leung replied at least one for sure. Toy asked how many employees would he have on staff for the twelve hour shift and he replied at first three to four. Toy asked if currently Elite does more foot massage and Leung replied yes, that will be emphasized the foot reflexology massage, deep tissue Swedish. Toy then asked if Leung is licensed and he replied he is certified as a massage therapist apprentice, so he does have some experience, and has been practicing in the business for roughly ten years.

Councilmember Toy offered an approving and denying resolution for the Regular Agenda.

Vice President Bahr asked Leung what his role would be in the day to day operation of the business and he replied, managing, communication with the customers, making sure the relationship is up to par, everyone is satisfied.

DIRECTION:

1)APPROVING
2)DENYING

REGULAR



REPORT TO THE LIVONIA CITY COUNCIL

Council Office
February 26, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Sara Kasprovicz, Council Office Manager

AGENDA ITEM

REQUEST TO EXTEND WAIVER USE APPROVAL TO NEW OWNER: Edmond Leung, re: Petition 2014-10-02-14, submitted by Elite Foot Spa, LLC, to operate a massage establishment on property located on the southeast corner of Plymouth and Stark Roads (34389 Plymouth Road) in the Northeast 1/4 of Section 33. (CR 373-14)

BACKGROUND

RECOMMENDATION

To extend the waiver use approval from Edward Davis to Edmond Leung for Elite Foot Spa located at 34389 Plymouth Road.

FISCAL CONSIDERATION

None

ATTACHMENTS

1. S030821 Req to transfer waiver use approval to new owner (Elite Foot Spa)
2. S020821 Req for Waiver Use Approval To New User (Elite Foot Spa) Minutes
3. S020821 Req for Extension of Waiver Use - Elite Foot Spa (WAIVERS)
4. S120114 Pet 2014-10-02-14 (Elite Foot Spa) 34389 Plymouth Road CR 373-14

APPROVED BY

From: Edmond Leung <edmondleung24@gmail.com>
Sent: Friday, February 26, 2021 1:21 PM
To: Kasprowicz, Sara
Subject: Re: Elite Foot Spa

Yes, I would like to proceed. Please set it up. Thank you for your help.

On Fri, Feb 26, 2021, 1:17 PM Kasprowicz, Sara <skasprowicz@livonia.gov> wrote:

Good Afternoon Mr. Leung,

You will need to request a transfer of waiver use approval to a new owner, as the current conditions are specific to the current owner.

This would be done as a request to Council for approval. If you wish to pursue, I could set up your information to go on a future Study Agenda.

Once finalized, I will send the agenda to you and you will be required to attend to speak about your request. Right now, the Council meetings are done virtually via Zoom, however, that could change back to the auditorium in April. This decision will be determined at a later date.

Best of luck to you,

Sara



Sara Kasprowicz
Program Supervisor
City of Livonia | City Council Office
(734) 466-2250
skasprowicz@livonia.gov
www.livonia.gov



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From: Edmond Leung <edmondleung24@gmail.com>
Sent: Friday, February 26, 2021 1:01 PM
To: Kasprowicz, Sara <skasprowicz@livonia.gov>
Subject: Elite Foot Spa

Hello,

My name is Edmond Leung. I am contacting you because I am interested in opening a massage/foot spa in Livonia. I was given your contact information by the former tenant of the property at 34389 Plymouth Road formerly known as "Elite foot spa". The former tenant has expressed that he has no interest in continuing the business at this location and supports my pursuit of opening and establishing this business. I have also spoken to the property manager of this location and they also support this decision. My family has established other businesses in the city of Livonia and they have been gratefully, satisfied with the results and with the cooperation of the city. One of the businesses also being a massage/acupressure spa known as "New life acupressure"

I personally believe that massage therapy has a wide range of benefits for the mind and body. Considering the increased levels of stress during the pandemic, I believe this type of service could benefit the community. I will place emphasis on sanitation procedures and proper guidelines to ensure exceptional service.

Please feel free to contact me with any suggestions, questions, or anything else required to move forward with this process. Thank you for your time and consideration.

Edmond Leung

Edmondleung24@gmail.com

734.776.4737

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 8, 2021**

Meeting was called to order via Zoom remote technology at 8:00 p.m. by President Kathleen McIntyre. Present: Jim Jolly (Livonia, Michigan); Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

1) REQUEST FOR WAIVER USE EXTENSION TO NEW USER: Melissa Wojnar-Raycraft, representative of Mike Cox Law Firm, on behalf of XiaoPing Hoob, re: Petition 2014-10-02-14, submitted by Elite Foot Spa, LLC, to operate a massage establishment on property located on the southeast corner of Plymouth and Stark Roads {34389 Plymouth Road) in the Northeast 1/4 of Section 33. (CR 373-14)

Melissa Wojnar-Raycraft, attorney on behalf of the Petitioner, presented this request to Council. She stated her client is Elite Foot Spa and the current owner of Elite Foot Spa is Edward Davis and he would like to sell the spa to his longtime manager, which is Ms. Hoob, and the tenant space has been open for almost six years now. The resolution that was granted five or six years ago and included a clause that any transfer of the waiver use had to be approved, so that's why we're here to have it transferred to the manager so that it's seamless.

Councilmember Toy stated she has received a couple of communications on this and I sent them to most of you, if not all of you, in regard to one person from our City contacting me. If I may, Madam Chair, there were some questions that Miss Hoob, I believe that's how you pronounce it, I'm not sure, is not listed as an owner of this business on the Michigan Department of Licensing form. It shows the owner as Edward Davis. I think perhaps she just explained that to us but I'd like to get her reaction and I have a couple other questions as well, if I may, Madam Chair.

Raycraft replied that the spa is not sold to Miss Hoob yet, Edward Davis is still the owner of the spa and we're in the process of putting together purchasing paperwork and one of the steps on that though is the transfer be approved as part of the purchase. She is not currently an owner. She will be an owner if she purchases the spa.

Toy stated she doesn't want to get into anything overly personal here, Ma'am, but since you're representing them I probably need to ask you a couple more questions that a few other people have been concerned with and one being that they operated a massage business in Columbus, Indiana, and had some issues in 2012; are you familiar with any of that?

Raycraft replied she is not.

Toy said it involved several things as related to me in this communication and there was a court order on that as well and they were actually charged as well on that. So you may want to look into that. And then they were also banned from operating in that county as of several years back, it looks like from the information I have. And then within the last couple years it looked like that they had then moved to Michigan and that they now want to obtain a Michigan massage license to operate Elite Foot Spa, okay, and it shows that Mr. Hoob, I should say, is living in Indiana and Mrs. Hoob is in Washington state where they lived before moving to Indiana. So, there's some explaining here because as we look at some of the kind of issues with some of these businesses, there can be some interesting things that go on in some of these areas even though they're licensed and they operate, many in good faith, many with some issues. And I know when we try and check people's backgrounds, human trafficking becomes a charge of that and was also cited in this communication I have and that I also forwarded to the Council members. So I guess I should have also sent it to the City Attorney which I will do as well. But if you answer any of those questions, I'm not trying to accuse anyone but I have a lot of information in this document that I don't want it shared to cast dispersions on them but we certainly need some answers, I guess, at least this Council person does.

Raycraft asked if those charges just in Indiana or are any of those concerns in Michigan? Because Elite Health Spa has been at that location for almost six years and Ms. Hoob has been a licensed massage therapist for just as long and she does not have any complaints on her massage license with the State of Michigan which you can look at that online and I did look at that and she hasn't had any published complaints in Michigan. I can't speak to what may have happened in Indiana because I didn't look in Indiana, I just know what's happened over the last six years at Elite Health Spa that's here. I do know that I don't know that Miss Hoob and Mr. Hoob are together anymore which would explain why she's here and he's in whatever state that you said he was in. But I also don't have the document in front of me that you have in front of you.

Toy stated she is quoting out of the document I do have that this individual also sent me and they're concerned. So, no, I don't have anything as it relates to the State of Michigan, but I am concerned with the character of individuals that want to operate, whether it's in our state, in our county, in our city, whatever, that may have some very questionable practices, okay, that's kind of where I'm coming from on it. So, you might want to look into that for your buyer as we move forward.

Raycraft stated she would just say that as they've been there for the last six years in that location, none of that's come to light to the City of Livonia or the Police Department or the State of Michigan. If anybody else has any questions, I'd be happy to answer what I can answer.

Vice President Bahr said my question for the attorney, it's my understanding, and correct me if I'm wrong, this has been a foot massage place for the last six, seven years, since 2014 and they're now adding massage services, is that right?

Raycraft replied that's not correct. They've been a foot massage place and a massage therapy place. But there isn't any new services being added at this time, all we're doing is asking for the waiver use that they've had for the last six years to be transferred from Edward Davis to Miss Hoob. So they've already been established as a massage therapy place and a foot reflexology place for six years in this location. All we want to do is when you transfer ownership, this waiver use has to get transferred as well, so not adding anything new.

Bahr asked if the prospective owner has been there the whole time and Raycraft replied yes.

Bahr then asked Planning Director Taormina, just looking at the floor plan for this, we obviously deal with massage establishments from time to time, but typically I thought we required, we generally have them have a pretty open floor plan. I'm surprised by how much this is broken up, it was approved prior to my time on Council, so I don't --- I guess I would have been on Planning Commission so it probably did come before me, I don't remember this. Is that usual, to have a floor plan like that for what we approved here?

Taormina replied it really depends on the services being offered. I think this is discussed in nearly every instance where we have a massage establishment and depending on the need for privacy, some are open, some have semi-enclosed rooms for purposes for body massages and that sort of thing, so it's a combination again of the Commission and Council typically asks these questions during the review process. I'm going to assume that those questions were asked back in 2014. I have the minutes here and I'm guessing those questions were asked and I might be able to provide a little more information if you give me a few minutes.

Bahr then asked Raycraft just to reiterate again, you don't have any knowledge of anything that happened with this prospective owner prior to 2014 and Raycraft replied I do not. Raycraft stated I only looked at her Michigan history, I didn't look at anything in Indiana.

Bahr stated I did some independent research on it; it doesn't take too much searching to find publicly available information about some things that are pretty concerning on this and it's hard for me to look past that. So, I'm going to offer a denying on this.

Councilmember Jolly asked Raycraft if she could explain the terms of the sale just in terms of is it an immediate sale of the full capital of the company or is it spread out over a period of years where the purchase price will be paid? How quickly will Mr. Davis be leaving any relationship with this business?

Raycraft replied the terms of the purchase haven't been solidified yet, we're at the very beginning, so I'm not sure if it's going to be lump sum from Miss Hoob yet or spread out yet, but one of the first steps I was taking was to look into this transfer first. So, they still have to work out their purchase terms.

Vice President Bahr said just a quick follow-up to his denying, I just want to point out, I purposely did not put it on Consent because I don't think we're going to get any answers to the questions that I had hoped to ask tonight, just based on the fact that Ms. Raycraft doesn't seem to be familiar with anything prior to what happened in Michigan. So, you know if there were more information to come to light over the next couple of weeks that can alleviate the concerns on this, that's why I'm not offering it for Consent, but at this point I have too many concerns about this to approve it, I just wanted to explain that.

Taormina stated in looking at the Planning Commission minutes from 2014, it would appear that the question was asked about the rooms and the response by Mr. Davis at the time was that those rooms were pre-existing, apparently this was a chiropractic office and they didn't want to eliminate those rooms and the type of massage being conducted or services then was it looks like it was pretty much limited to reflexology, but massage was going to be the primary service it would appear. So I just thought I'd add that information to Mr. Bahr's question.

Councilmember Toy stated in light of the situation and without getting too deep dive into this at the moment, and as has been mentioned, perhaps obtaining some more information for both the Petitioner and whoever, I'd want to offer as well for an option a Committee of the Whole just in case we want to get into anything a little bit deeper and ask for some reports and things like that, if we may. And through the State it may take a few minutes so, I'll offer that as well, Madam Chair.

President McIntyre opened the floor for questions from the audience. Hearing none, she stated to Ms. Raycraft, there is a denying resolution offered and a resolution referring to Committee of the Whole that will come up on the Regular Meeting of Monday, February 22nd, so you will need to be present at that meeting and I guess I'd suggest if there's any additional information that you'd like to communicate to the Council, that you could get that sent to the Council office and have any information shared with the Council prior to that meeting. And it look like Mr. Davis would like to address the Council.

Edward Davis, current owner of Elite Foot Spa, stated I just wanted to talk to Council a minute. I know I have counsel here; she's basically been representing me; I have other businesses that I'm working with that I own. I just want to explain a couple things maybe, and maybe this isn't the time, I'm not sure, but I've owned the Elite Foot Spa for six years and Miss Hoob has worked for me for the six years. She did prior have some – she tried to open up her own establishment in Indiana. She was not aware of how tax would get paid and how to do bookkeeping and so on and so forth. So, she did have some issues there with the tax thing, so they basically shut her down. They did I guess basically file whatever it is, you know, trouble for her. Since then I have helped her, we've gotten that taken off of her record, she has no record of any misdoing, it was basically over a tax thing. Since then I've basically worked with her, teaching her the laws and how to run a business and that kind of thing. So she doesn't run it currently everything, I do a lot of it, but she does understand quite a bit of things now.

So she's much more rounded in being able to take over this business, sell this business to her. I personally am working on my retirement. This is one business that I don't need or want anymore. The other one I'll be removing myself, too, down in a year or so. So this business will be all her but I have pretty good confidence that she would be able to run this business, despite the things that you guys probably have researched and seen. So I just wanted to say that I don't know I might be, with my counsel, she might be mad at me for saying things. But I wanted to explain that this is how this was all about. So really she's not been in any trouble but she didn't understand the U.S. laws and how to run a business.

Vice President Bahr said to Davis, I appreciate what you said tonight. As you were talking I've been looking back. I have a little bit embarrassment I have to confess. I almost always read all the minutes that are provided to us. This one I spent so much time looking into some of the concerns and researching that myself that I failed to do that. But as you were talking I was going back and looking. I actually do remember this coming before us on Planning Commission and I think I remember you as well. Can you remind me, how did you first come in contact with Miss Hoob or how did she find you, you know, for this arrangement back in 2014?

Davis replied I met her, I actually met her in a CVS store, she was trying to locate, I forgot now what. I helped her find it. I met her. I had previously went through a divorce and basically I just met her and we got, you know, I ended up talking with her and so on and so forth and I became friends with her for a while and then I decided that I wanted to venture into foot reflexology in the State of Michigan because they didn't have anything like that. And basically she had told me that she had worked in different places and so on and so forth. So, it was just one of those kind of things.

Bahr said the main reason I ask and I think and I don't need to – it's not because I want to delve into more than I need to, but the main reason I ask is you did not have prior experience with a foot spa like this prior to this, right, this is the first of this type of business that you've had and Davis replied you're correct.

Bahr said and you entered into this business because you knew her and you knew she had expertise in that area and that's what brought you into this type of business?

Davis replied I entered into this business because my other company, I travel a lot, so I go to California considerably alone at times and because I travel a lot they have some – in different states they had some great foot places where you really get some good relief and I believed 100 percent in it because I experienced it and when I got back to Michigan there's nowhere you could go to get this so I thought this would be a really good business to have for to help people out. And it has been a very good business for that.

Bahr asked is there a need for your business model to have all the separate rooms that are currently there now? I know back seven years ago you just didn't want to go to the expense I don't think of removing them because they were there previously.

Davis replied basically there's only two massage rooms, they were existing, we did not tear them down. We only have two massage rooms. The rest of all the rooms are wide open. In the last year we did make a couples massage room so that we could allow couples for Valentine's Day and so and so forth. So there is only really three rooms that can do oil massage and everything else is open. So 90 percent of the building, that space is open.

Bahr asked how many employees he has doing the massages and Davis replied right now I only have two, but I'm actually going to close for a couple weeks because I just have too many things going on and I'm trying to get this thing approved or see if we can or what we're going to do.

Bahr said when you say right now you only have two, is that due to Covid, and when you're running full speed how many do you have and Davis replied I've had up to four. Bahr then said and one of those is Miss Hoob, right, and then three additional ones and Davis replied correct. Bahr then asked if every one of them is licensed and Davis replied no, sir. Davis said under foot massage you don't have to be licensed. So anybody that does body massage is licensed. Bahr asked how many in addition to Miss Hoob are licensed to do the body massage and Davis replied I've always had two.

Councilmember Jolly asked Davis if he can briefly explain what your participation was in terms of managing this; were you on site on a regular basis on the business end, you know, who's doing the books and that sort of stuff?

Davis replied unfortunately, that's one of the things, besides retiring I feel that I am not able to spend the amount of time that is required to be on site because of my other businesses have taken off so good. So I don't have the time to spend. Through the years I tried to be there as much as possible but I can be honest with you, I'm not there as much as I should be.

Jolly asked over the course of the last six years on a typical week would you say that you spend 10 to 20 hours there a week or 20 or more hours there a week?

Davis replied less than 20, maybe 10, maybe 10 hours a week.

Vice President Bahr stated there are still things to sort through on this, but as I've cleaned out the cobwebs of what we heard seven years ago when this came before us and listened to them tonight, I still have concerns but I'll offer an approving as well as the denying for us to consider in two weeks.

President McIntyre said Mr. Davis and Ms. Raycraft, you now heard that we have an approving resolution, a denying resolution, and a resolution referring this to the Committee of the Whole, so again, we request that you join us at the Regular Council Meeting, which will be Monday night February 22nd at 7:00 p.m. And if there's any

additional information that you would like to get into Council's hands prior to that meeting, please contact the Council office.

DIRECTION:

1) APPROVING

REGULAR

2) DENYING

3) REFER TO COMMITTEE OF THE WHOLE

From: [Melissa Wojnar-Raycraft](#)
To: [Kasprowicz, Sara](#)
Cc: [Melissa Wojnar-Raycraft](#); [Crystal Sharkas](#); [Ed Davis](#)
Subject: Request for Extension of Waiver Use/ Elite Foot Spa
Date: Tuesday, January 26, 2021 6:06:37 PM
Attachments: [21.01.26 ltr to Livonia City Council.pdf](#)

January 26, 2021

Sara,

Please see the attached request for extension of waiver use on behalf of the Elite Foot Spa to be added to the agenda for the February 8, 2021 City Council Study meeting. Please advise if there is any other information the Council will need.

Thanks for help.
Melissa

Melissa Wojnar-Raycraft



The Mike Cox Law Firm, PLLC
17430 Laurel Park Drive North, Suite 120
Livonia, MI 48154
mraycraft@mikecoxlaw.com
Office: [734-591-4002](tel:734-591-4002)
Facsimile: [734 591-4006](tel:734-591-4006)

17430 Laurel Park Drive North
Suite 120 E
Livonia, Michigan 48152



Telephone: (734) 591-4002
Facsimile: (734) 591-4006
Email: mraycraft@mikecoxlaw.com

January 26, 2021

VIA EMAIL

Livonia City Council
33000 Civic Center Dr.
Livonia, MI 48154
Attention: Sara Kasprovicz, Council Office Manager
Email: skasprovicz@livonia.gov

**RE: Edward Davis, Elite Foot Spa, LLC,
34389 Plymouth Road, Livonia, Michigan
Request for Extension of Waiver Use to a New Owner**

Dear Council Members,

The Mike Cox Law Firm, PLLC represents the Elite Foot Spa, LLC (“Elite Foot Spa”) and Mr. Edward Davis in the above referenced matter.

Mr. Davis, the current owner of the Elite Foot Spa, requests that the Livonia City Council (“Council”) approve an extension of the waiver use to a new prospective owner, Ms. XiaoPing Hoob, licensed massage therapist (license #7501005730), and manager of the Elite Foot Spa.

On December 15, 2014, the Council adopted Resolution #373-14 which approved the special waiver use per Section 11.03(u) of the Zoning Ordinance #543 to Elite Foot Spa to operate a massage establishment at 34389 Plymouth Road within the Senate Plaza. See attached.

The City Council’s Resolution #373-14 included a requirement that Council approve an extension of the waiver use to a new owner:

FURTHER, that the petitioner shall enter into a conditional agreement limiting this waiver use to this user only, with the provision to extend this waiver use to a new user only upon the approval of the new user by the City Council.

For five years, the Elite Foot Spa has provided outstanding and affordable foot reflexology and body massage services to the residents of the City of Livonia. Ms. Hoob has managed the Spa for five years. The property manager of the Senate Plaza, Craig Gonzalez, can confirm that the Elite Foot Spa has been an excellent tenant for five years and he would like to keep the Spa as a

Letter to Livonia City Council
January 26, 2021
Page 2

tenant in the Plaza. Mr. Davis would like to retire and sell his Spa to his manager, Ms. Hoob, and one of the necessary steps is the Council's approval of the waiver use to Ms. Hoob.

Mr. Davis requests that his request for an extension of the waiver use be added to the agenda for the February 8, 2021 City Council Study meeting and to agenda for the next City Council regular meeting on February 22, 2021.

If you have any additional questions, please feel free to contact me at (734) 591-4002 or mraycraft@mikecoxlaw.com.

Very truly yours,

THE MIKE COX LAW FIRM, PLLC



Melissa Wojnar-Raycraft, Esq.

Enclosure

CC: Mr. Edward Davis

**ADOPTED BY THE LIVONIA CITY COUNCIL AT THE REGULAR MEETING OF
DECEMBER 15, 2014**

#373-14 RESOLVED, that having considered a communication from the City Planning Commission, dated November 20, 2014, which transmits its resolution 11-62-2014, adopted on November 18, 2014, with regard to Petition 2014-10-02-14, submitted by Elite Foot Spa, L.L.C., requesting waiver use approval to operate a massage establishment (Elite Foot Spa), located on the southeast corner of Plymouth and Stark Roads (34389 Plymouth Road) within the Stark Plaza Shopping Center in the Northeast 1/4 of Section 33, the Council does hereby concur in the recommendation made by the City Planning Commission and Petition 2014-10-02-14 is hereby approved and granted, subject to the following conditions:

1. That this facility shall comply with all of the special waiver use standards and requirements pertaining to massage establishments as set forth in Section 11.03(u) of the Zoning Ordinance #543;
2. That this facility shall conform to the provisions set forth in Chapter 5.49 of the Livonia Code of Ordinances pertaining to massage establishments;
3. That the Petitioner shall not engage in any form of solicitation for business within the public right-of-ways of Plymouth or Stark Roads; and
4. That the Law Department determine what, if any, certifications are required in order for the Petitioner to engage in reflexology services at this location.

FURTHER, that the petitioner shall enter into a conditional agreement limiting this waiver use to this user only, with the provision to extend this waiver use to a new user only upon the approval of the new user by the City Council.

WAIVERS

Pet 2014-10-02-14

(Elite Foot Spa, LLC)

Approval of request to operate a
 massage establishment located on
 the southeast corner of Plymouth
 and Stark Roads (34389 Plymouth
 Road) within the Stark Plaza
 Shopping Center, Section 33.

#373-14 RESOLVED, that having considered a communication from the City Planning Commission, dated November 20, 2014, which transmits its resolution 11-62-2014, adopted on November 18, 2014, with regard to Petition 2014-10-02-14, submitted by Elite Foot Spa, L.L.C., requesting waiver use approval to operate a massage establishment (Elite Foot Spa), located on the southeast corner of Plymouth and Stark Roads (34389 Plymouth Road), within the Stark Plaza Shopping Center, in the Northeast 1/4 of Section 33, the Council does hereby concur in the recommendation made by the City Planning Commission and petition 2014-10-02-14 is hereby approved and granted, subject to the following conditions:

1. That this facility shall comply with all of the special waiver use standards and requirements pertaining to massage establishments as set forth in Section 11.03(u) of the Zoning Ordinance #543;
2. That this facility shall conform to the provisions set forth in Chapter 5.49 of the Livonia Code of Ordinances pertaining to massage establishments;
3. That the Petitioner shall not engage in any form of solicitation for business within the public right-of-ways of Plymouth or Stark Roads; and
4. That the Law Department determine what, if any, certifications are required in order for the Petitioner to engage in reflexology services at this location.

FURTHER, that the petitioner shall enter into a conditional agreement limiting this waiver use to this user only, with the provision to extend this waiver use to a new user only upon the approval of the new user by the City Council.

CONSENT AGENDA ITEMS (Regular Meeting of December 15, 2014)
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Motion by: Toy
Seconded by: Scheel

ROLL CALL:

Ayes: Kritzman, Pastor, Meakin, Toy, Scheel, Nash, and Brosnan
Nays: None
Absent: None

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 1, 2014**

Meeting was called to order at 8:07 p.m. by Vice-President Meakin. Present: Brandon Kritzman, John Pastor, Laura Toy, Lynda Scheel, Susan Nash, and Brian Meakin. Absent: Maureen Miller Brosnan.

Elected and appointed officials present: Todd Zilincik, City Engineer; Mark Taormina, Director of Planning and Economic Development; Don Knapp, City Attorney; Terry Marecki, City Clerk; and Mayor Jack Kirksey.

23. **WAIVER PETITION:** Planning Commission, re: Petition 2014-10-02-14, submitted by Elite Foot Spa, L.L.C., to operate a massage establishment (Elite Foot Spa), located on the southeast corner of Plymouth and Stark Roads (34389 Plymouth Road), within the Stark Plaza shopping center, in the Northeast 1/4 of Section 33.

Mark Taormina, Director of Planning and Economic Development, presented the request to Council. He said, as Council may know, massage establishments require waiver use approval under the provisions set forth in Section 11.03(u) of the Zoning Ordinance. Elite Foot Spa falls under this requirement. The petitioner is proposing to operate a massage establishment within the Stark Plaza shopping center at the southeast corner of Plymouth and Stark Roads. This is a multi-tenant retail plaza on about 3.36 acres in area altogether. It is zoned C-2. The plaza itself is an L-shaped building with about 29,000 square feet of floor area. The largest single tenant is Senate Coney Island, which occupies a unit at the north end of the building adjacent to Plymouth Road. Elite Foot Spa would occupy an interior unit located along the westerly portion of the building closer to Stark Road. The site plan shows the approximate location where the new business would be located. This unit is about 2,300 square feet in size. No exterior changes are proposed to the building. In terms of parking, it's based on the useable floor area of the shopping center. Stark Plaza is classified as a Group Commercial Center with the required parking ratio of one space for every 150 square feet of useable floor area. The existing parking is more than sufficient to accommodate the proposed use. There are a number of special requirements as they apply to massage establishments. One is that there be a minimum separation of 400 feet between other massage establishments. This petition does comply with that requirement. There are no similar uses within 400 feet of the proposed Elite Foot Spa. Secondly, no massage establishments are allowed within 400 feet of a school, place of worship, state licensed daycare facility, public library, playground or public park. Again, Elite Foot Spa would comply with this requirement. Lastly, there is a zoning ordinance restriction regarding the hours of operation which are limited from 8:00 a.m. to 10:00 p.m. Taormina said

he believes the petitioner is aware of this but said they didn't have information regarding the exact hours of this business.

Cindy Elber, Pinckney, Michigan, was present on behalf of the petitioner, Ed Davis, who is currently out of town. She was present to answer any questions Council may have.

Toy asked Ms. Elber why they feel the business will be successful at this location. Ms. Elber said Mr. Davis does believe there is market for this service. Toy asked if there were separate rooms or if it is an open area concept. Elber replied it is open just like a hair salon or nail salon, it has different stations.

Toy offered the approving resolution for the Consent Agenda.

DIRECTION:	APPROVING	CONSENT
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PLANNING COMMISSION

R. LEE MORROW, Chairman
IAN WILSHAW, Vice Chairman
CAROL A. SMILEY, Secretary

SCOTT BAHR
KATHLEEN E. McINTYRE
GERALD TAYLOR



JACK KIRKSEY
MAYOR

MARK TAORMINA
PLANNING & ECONOMIC
DEVELOPMENT DIRECTOR

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2290 Fax (734) 466-2108

November 20, 2014

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2014-10-02-14 - Elite Foot Spa, L.L.C. – Seven Day Waiver Request

Dear Council Members:

At the 1,064th Public Hearings and Regular Meeting held by the City Planning Commission on November 18, 2014, in the Livonia City Hall, the following resolution was unanimously adopted:

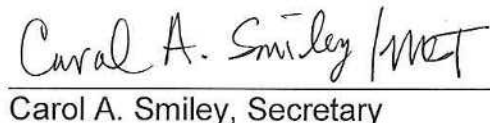
#11-63-2014 **RESOLVED**, that the City Planning Commission does hereby determine to waive the provisions of Section 10 of Article VI of the Planning Commission Rules of Procedure, regarding the effective date of a resolution after the seven-day period from the date of adoption by the Planning Commission, in connection with Petition 2014-10-02-14 submitted by Elite Foot Spa, L.L.C. requesting waiver use approval pursuant to Section 11.03(u) of the City of Livonia Zoning Ordinance #543, as amended, to operate a massage establishment (Elite Foot Spa) at 34389 Plymouth Road within the Stark Plaza shopping center, located on the southeast corner of Plymouth and Stark Roads in the Northeast 1/4 of Section 33.

Very truly yours,

APPROVED FOR SUBMISSION

CITY PLANNING COMMISSION


Jack Kirksey, Mayor


Carol A. Smiley, Secretary

cc: Mayor, Clerk, Law, Inspection, Zoning Board of Appeals
Ed Davis, 11960 Chase Blvd., Livonia, MI 48150
George Dimopoulos, 43580 Scenic Lane, Northville, MI 48167

PLANNING COMMISSION

R. LEE MORROW, Chairman
IAN WILSHAW, Vice Chairman
CAROL A. SMILEY, Secretary

SCOTT BAHR
KATHLEEN E. McINTYRE
GERALD TAYLOR



JACK KIRKSEY
MAYOR

MARK TAORMINA
PLANNING & ECONOMIC
DEVELOPMENT DIRECTOR

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2290 Fax (734) 466-2108

November 20, 2014

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2014-10-02-14 - Elite Foot Spa, L.L.C.

Dear Council Members:

At the 1,064th Public Hearings and Regular Meeting held by the City Planning Commission on November 18, 2014, in the Livonia City Hall, the following resolution was unanimously adopted:

#11-62-2014 **RESOLVED**, that pursuant to a Public Hearing having been held by the City Planning Commission on May 13, 2014, on Petition 2014-10-02-14 submitted by Elite Foot Spa, L.L.C. requesting waiver use approval pursuant to Section 11.03(u) of the City of Livonia Zoning Ordinance #543, as amended, to operate a massage establishment (Elite Foot Spa) at 34389 Plymouth Road within the Stark Plaza shopping center, located on the southeast corner of Plymouth and Stark Roads in the Northeast 1/4 of Section 33, which property is zoned C-2, the Planning Commission does hereby recommend to the City Council that Petition 2014-10-02-14 be approved for the following reasons or subject to the following conditions:

1. That this facility shall comply with all of the special waiver use standards and requirements pertaining to massage establishments as set forth in Section 11.03(u) of the Zoning Ordinance #543;
2. That this facility shall conform to the provisions set forth in Chapter 5.49 of the Livonia Code of Ordinances pertaining to massage establishments;

3. That the Petitioner shall not engage in any form of solicitation for business within the public right-of-ways of Plymouth or Stark Roads; and
4. That the Law Department determine what, if any, certifications are required in order for the Petitioner to engage in reflexology services at this location.

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

1. That the proposed use complies with all of the general waiver use standards and requirements as set forth in Section 19.06 of the Zoning Ordinance #543;
2. That the subject site has the capacity to accommodate the proposed use; and
3. That the proposed use is compatible to and in harmony with the surrounding uses in the area.

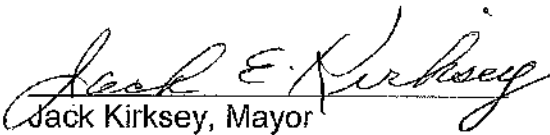
FURTHER, the Planning Commission recommends the approval of a Conditional Agreement limiting this waiver use to this user only, with the provision to extend this waiver use approval to a new user only upon approval of the new user by the City Council.

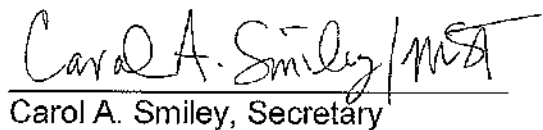
FURTHER RESOLVED, that notice of the above hearing was given in accordance with the provisions of Section 19.05 of Zoning Ordinance #543, as amended.

Very truly yours,

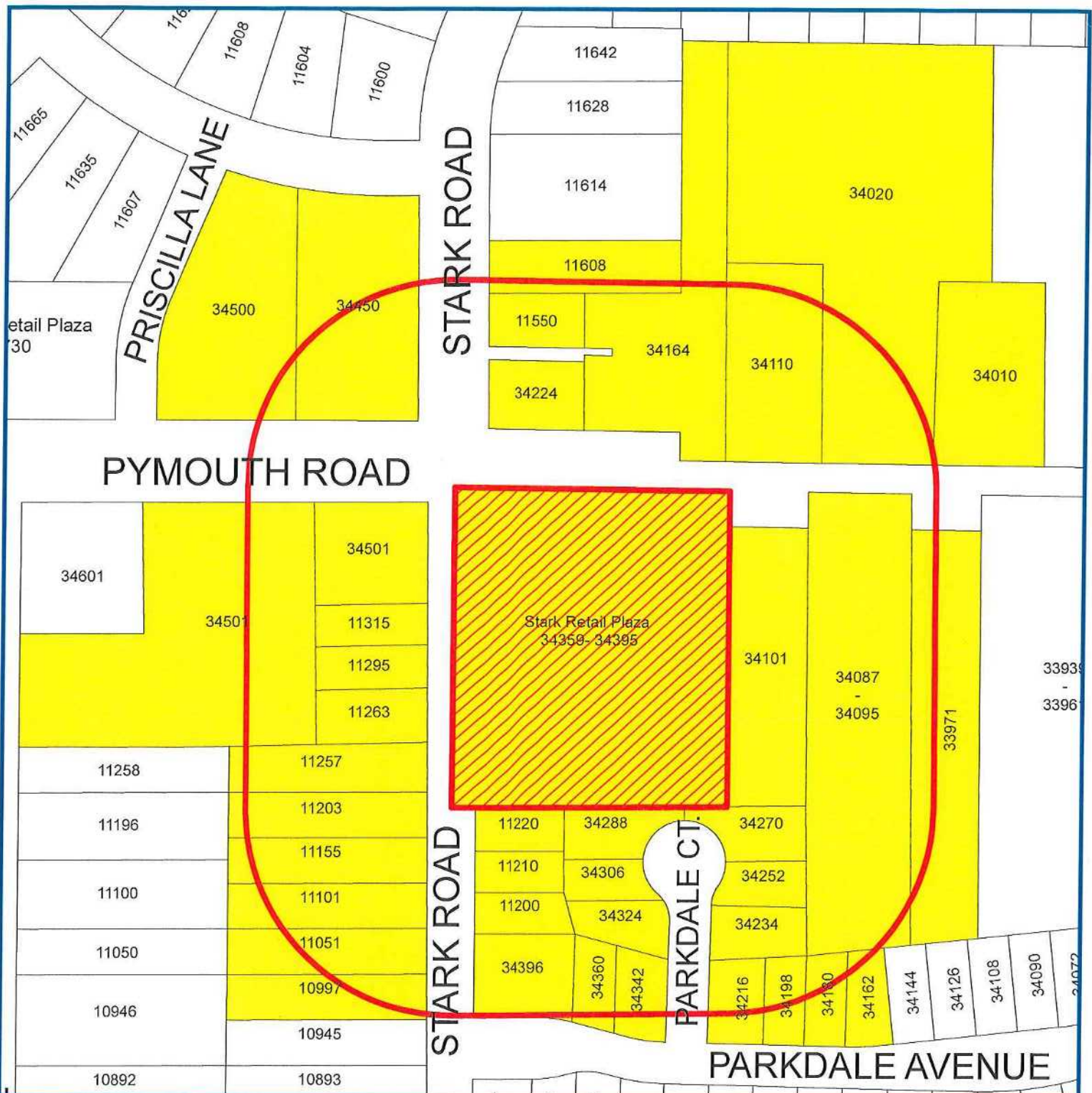
APPROVED FOR SUBMISSION

CITY PLANNING COMMISSION


Jack Kirksey, Mayor


Carol A. Smiley, Secretary

cc: Mayor, Clerk, Law, Inspection, Zoning Board of Appeals
Ed Davis, 11960 Chase Blvd., Livonia, MI 48150
George Dimopoulos, 43580 Scenic Lane, Northville, MI 48167



Notification Map

Petition 2014-10-02-14

Elite Foot Spa

34389 Plymouth Road/Stark Plaza

Operate Massage Establishment

-  Site Under Petition
-  300 Feet Radius
-  Properties within 300 feet

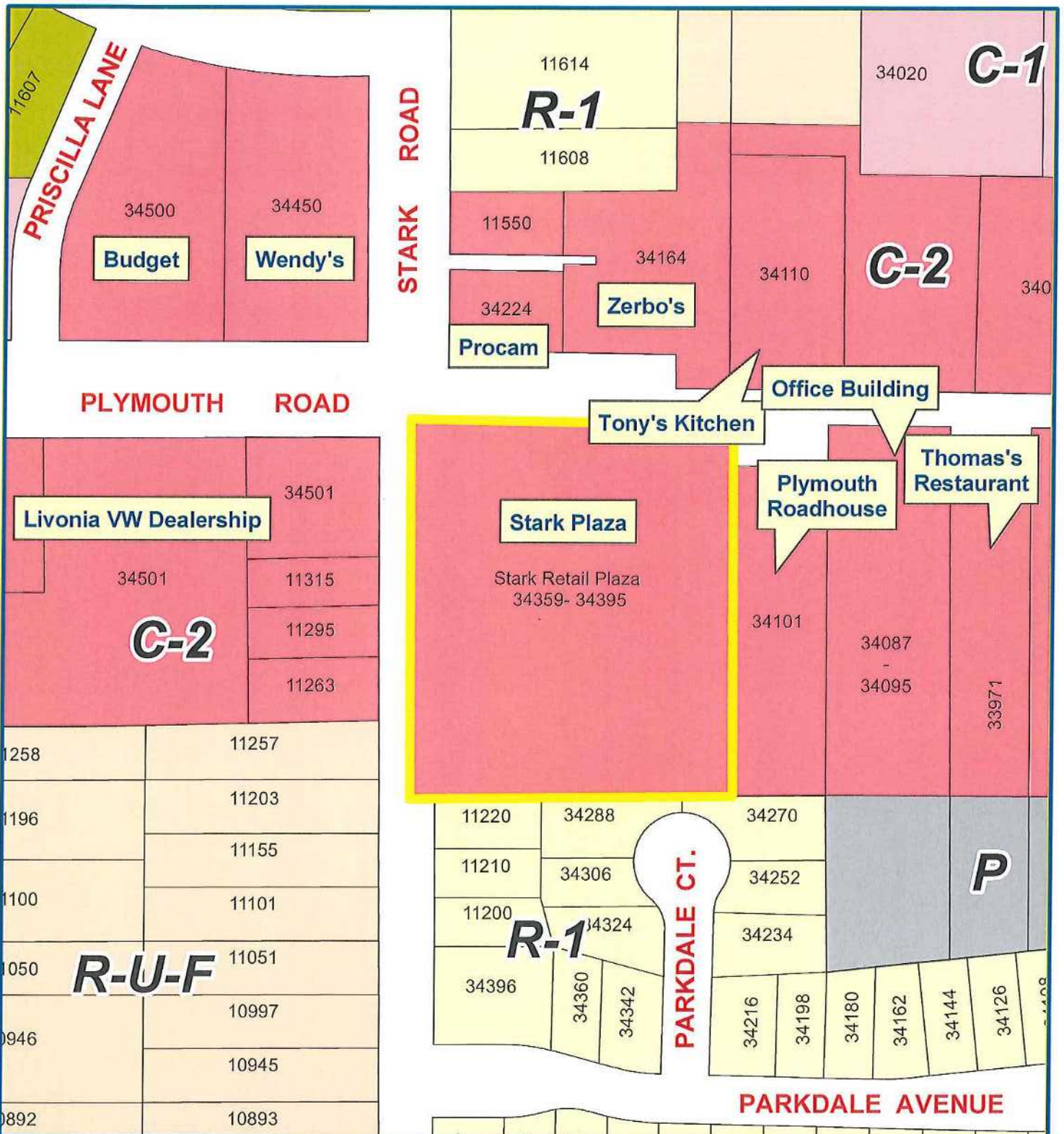


Not to Scale



City of Livonia
Planning Department

Date of Public Hearing: November 18, 2014



Address & Zoning Map

Petition 2014-10-02-14

Elite Foot Spa

34389 Plymouth Road/Stark Plaza
Operate Massage Establishment



Not to Scale



City of Livonia
Planning Department



Aerial Map

Petition 2014-10-02-14

Elite Foot Spa

34389 Plymouth Road/Stark Plaza
Operate Massage Establishment

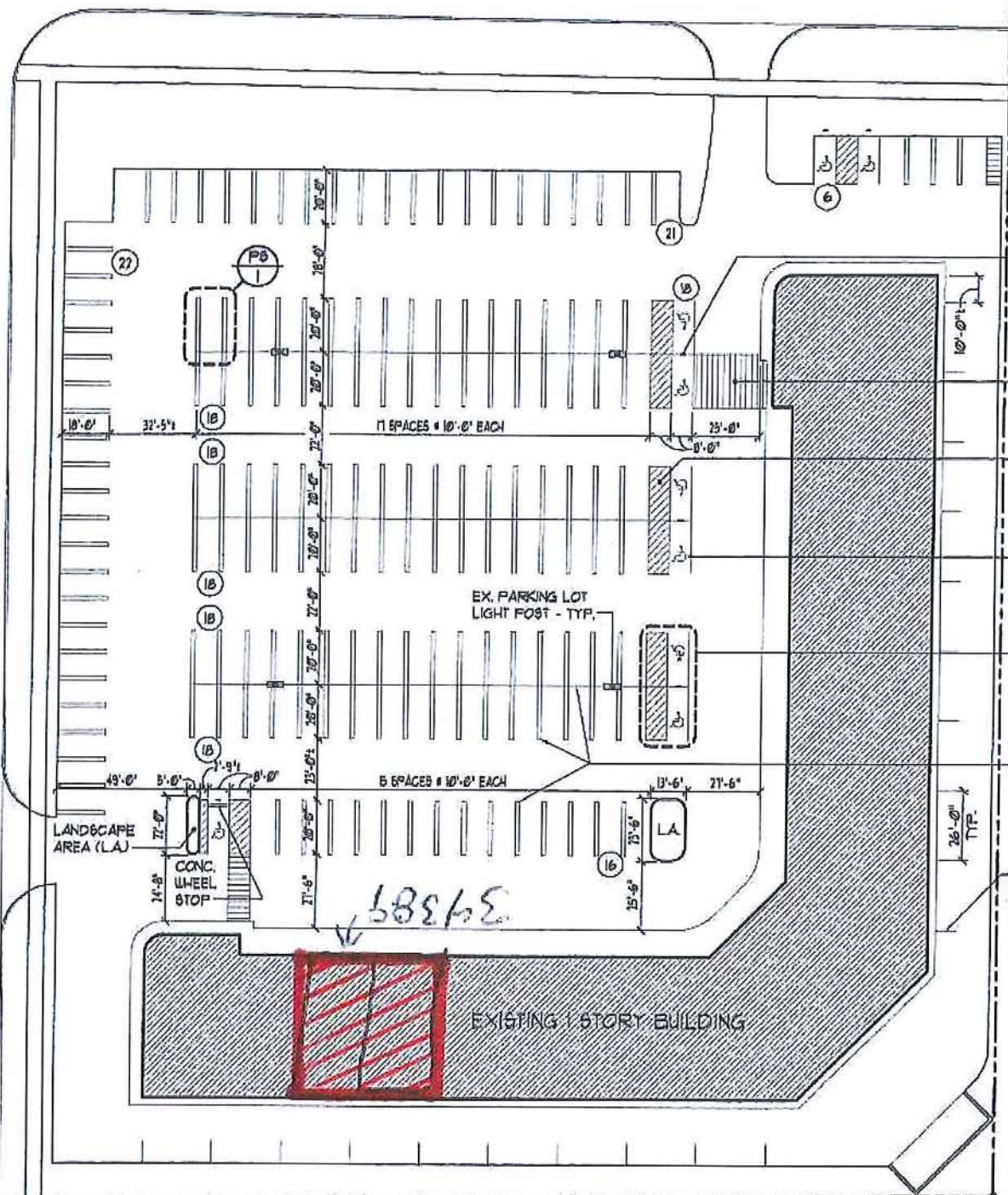


Not to Scale



City of Livonia
Planning Department

STARK ROAD - 66 FT. WIDE



12" X 16" VAN ACCESSIBLE
BARRIER FREE PARKING
SPACE SIGN EACH SIDE -
POST MOUNTED - TYP. FOR
THREE (3) - SEE DETAIL 101

- 4" YELLOW PAINT STRIPS
CONTINUOUS AND AT 24"
O.C. PERPENDICULAR -
TYP. AT TWO (2) LOCATIONS

24" O.C. DIAGONAL - TYP.

- PAINT BARRIER FREE
SYMBOL BLUE - TYP.

- 4' BLUE PAINT STRIPS AT
BARRIER FREE SPACES -
TYP.

4" WHITE PAINT STRIPS -
TYP. UNO.

4' WIDE X 8'-Ø" WHITE
PAINT STRIPS

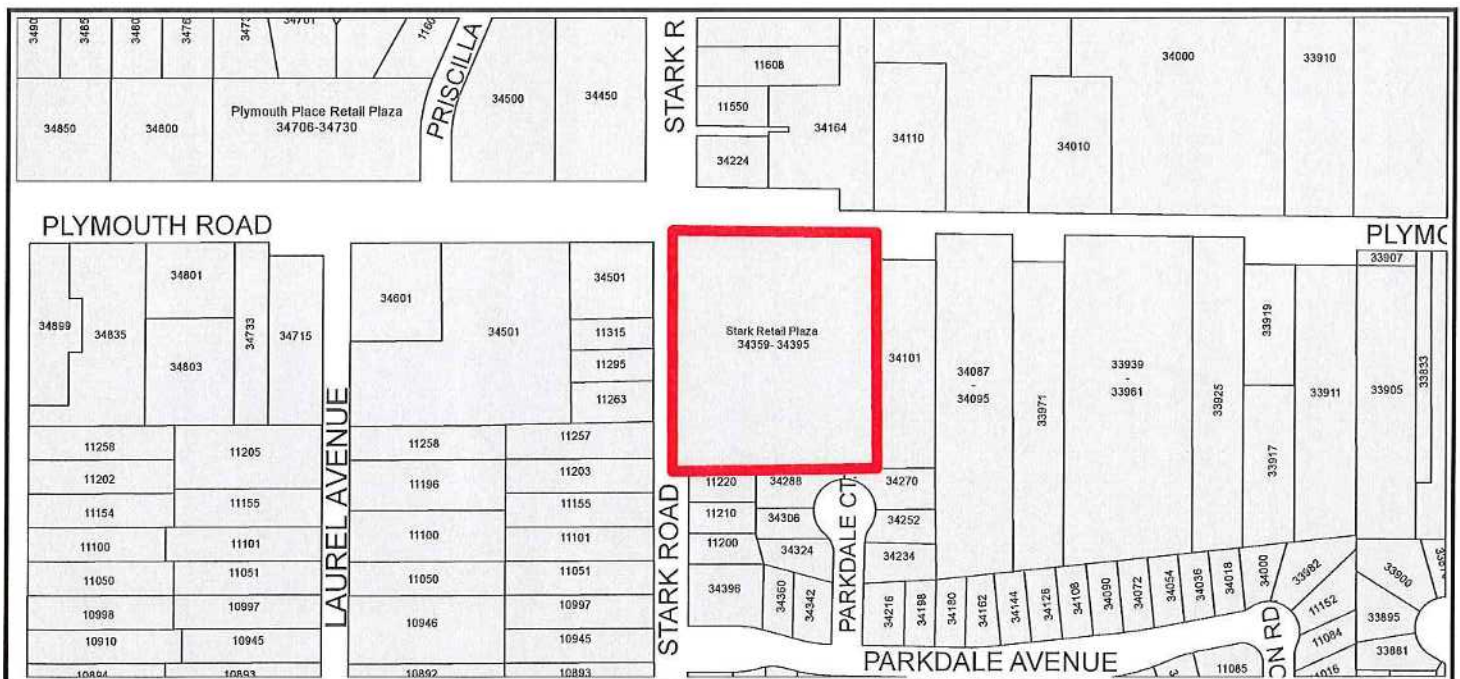


PROPOSED PARKING SITE PLAN

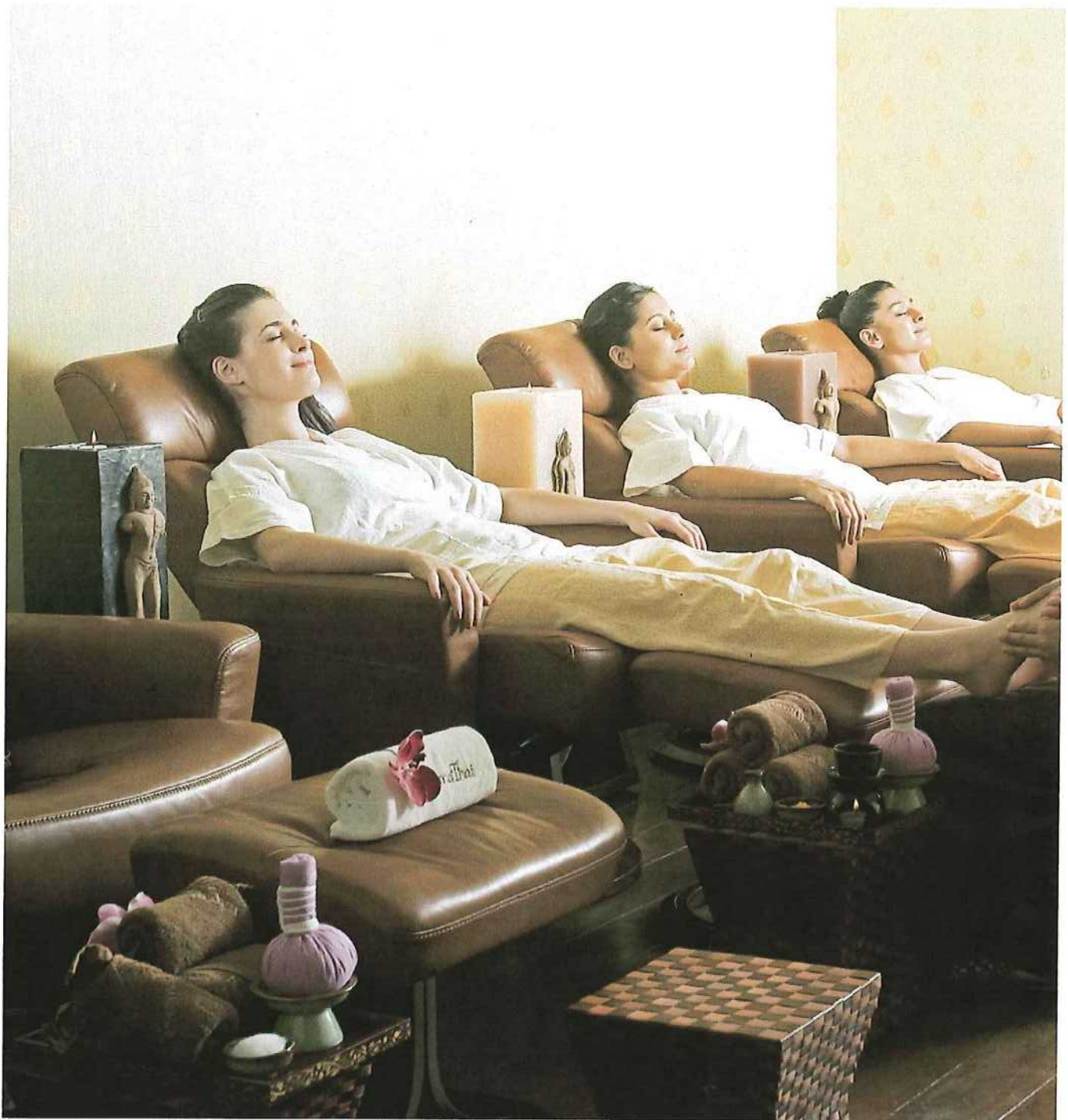
SCALE: 1" = 30'-0"

TOTAL PROPOSED PARKING SPACES = 173 SPACES TOTAL
(9 B.F. SPACES)

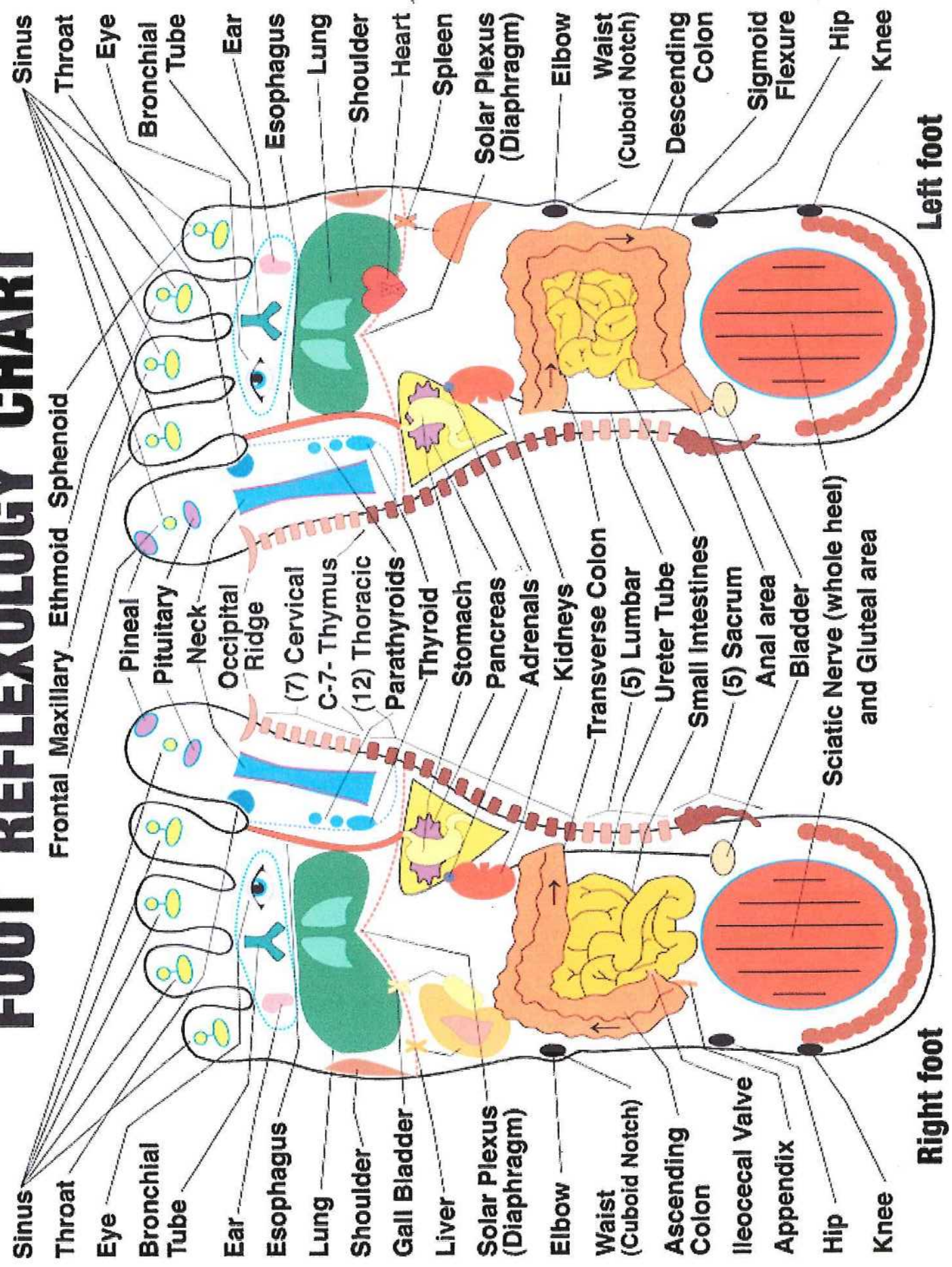
Petition 2014-10-02-14 submitted by Elite Foot Spa, L.L.C. requesting waiver use approval pursuant to Section 11.03 (u) of the City of Livonia Zoning Ordinance #543, as amended, to operate a massage establishment (Elite Foot Spa) at 34389 Plymouth Road within the Stark Plaza shopping center, located on the southeast corner of Plymouth and Stark Roads in the Northeast ¼ of Section 33.



In accordance with Title II of the American with Disabilities Act as it pertains to access to Public Meetings, the Planning Department of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs. Please call 734-466-2290 if you need assistance.



FOOT REFLEXOLOGY CHART



INSPECTION DEPARTMENT

BUILDING
HEATING
PLUMBING
ELECTRICAL
ZONING
SANITATION
ENVIRONMENTAL PROTECTION
ORDINANCE ENFORCEMENT



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

JACK E. KIRKSEY
MAYOR

A. ALEXANDER BISHOP, CBO
DIRECTOR

JEROME A. HANNA
ASSISTANT DIRECTOR

Date: November 18, 2014

To: Scott O. Miller

From: Jerome Hanna

RE: Petition 2014-10-02-14 – 34389 Plymouth Road – Elite Foot Spa

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

The following is noted:

1. All rear doors to the tenant spaces must be marked with the appropriate address. A minimum of 4 inches high numbers is required.
2. No signage has been reviewed at this time.

This Department has no further objections to this Petition. I trust this provides the requested information.

Jerome Hanna
Assistant Director of Inspection

JH/kdt

SM
File

DEPARTMENT OF PUBLIC SAFETY
LIVONIA FIRE & RESCUE

SHADD A. WHITEHEAD
FIRE CHIEF



JACK E. KIRKSEY
MAYOR

14910 FARMINGTON ROAD
LIVONIA, MICHIGAN 48154-5419
(734) 466-2444
FAX: (734) 466-2082

October 28, 2014



Scott O. Miller, Planner IV
Planning Commission
City of Livonia

RE: Petition 2014-10-02-14, Elite Foot Spa, 34389 Plymouth Rd

This office has reviewed the site plan submitted in connection with a request to operate a massage establishment on property located at the above referenced address.

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

1. Fire lanes shall be marked with freestanding signs that have the words FIRE LANE – NO PARKING painted in contrasting colors (on both sides) at a size and spacing approved by the authority having jurisdiction.
2. Chapter 36, New Mercantile Occupancies, and Chapter 7, Means of Egress, must be conformed to which includes Emergency Exit Signs, Emergency Lighting, Exit Pathways, Travel Distance, Occupant Load, and Extinguisher Requirements. NFPA 101, 2009.

Sincerely,

Daniel Lee

Daniel Lee
Fire Marshal

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
CITY ENGINEER



JACK E. KIRKSEY
MAYOR

KEVIN L. MAILLARD, P.E.
DIRECTOR OF PUBLIC WORKS

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2571
FAX: (734) 466-2195

October 24, 2014

Mr. Scott Miller
Planner IV
City of Livonia



Re: Petition 2014-10-02-14 – Elite Foot Spa

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced planning petition. We have no objections to the proposed site renovation at this time. The proposed plan indicates that project will consist of renovating the exterior of the building which will not require Engineering Department permits.

The legal description provided with the petition appears to be correct and is acceptable to this office. The existing parcel is assigned an address of #34359 Plymouth Road with a range of #34359 to #34395 Plymouth Road for the individual units within the building. The address of **#34389 Plymouth Road** does appear to be the correct location for the proposed Elite Foot Spa

The existing structure is currently serviced by public utilities, which are to remain in place. Should changes to the existing utility leads be needed, the owner will need to submit plans to the Engineering Department to determine if permits will be required.

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 dear@ci.livonia.mi.us or tzilincik@ci.livonia.mi.us.

Sincerely,

David W. Lear, P.E.
Civil Engineer II

cc: 2014 Petition File

File

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE

CURTIS CAID
CHIEF OF POLICE



JACK E. KIRKSEY
MAYOR

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

October 21, 2014

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



Re: Petition 2014-10-02-14 Elite Foot Spa

Dear Mr. Miller,

I have reviewed the plans in connection with the petition. I have no objections to the proposal.

Yours very truly,
FOR THE CHIEF OF POLICE

A handwritten signature in black ink that appears to read "Sgt. Boitos 1448".

Joseph Boitos, Sergeant
Traffic Bureau

Walter, Debra

From: planning@ci.livonia.mi.us
Sent: Wednesday, November 05, 2014 6:35 AM
To: ttokarz@att.net
Subject: Submission Confirmation

Name: Thomas Tokarz

Street: 11257 Stark Rd

City: Livonia

State: Mi

Postal Code: 48150

Telephone: 734-525-3916

Email Address: ttokarz@att.net

Summary Field: Petition 2014-10-02-14 ELITE FOOT SPA Will not be available to attend hearing. I live across the street. First I'm all for new business. My question is- Will all activities at this establishment take place in private rooms or will it be an open space? How is this type of business regulated? I wish them well- but request that all activities take place in an open space, and be required never to have private rooms. Thanks for your time
Tom Tokarz

CITY OF LIVONIA - MICHIGAN APPLICANT'S WAIVER OF 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 signature. **Filing fee = \$600.00 plus \$20.00 for each 1,000 sq. ft. of gross floor area of new construction.**

Date Filed: October 17, 2014 Petition # 2014 10 02 14
 Site Address: 34389 Plymouth Sidwell # 129-99-0008-001 Zoning of Property C-7
 Requesting approval to Message business
 Applicant: Ed Davis Business/Company: Elite Foot Spa LLC
 Applicant's Address: 34389 Plymouth City: Livonia State: MI Zip Code: 48150
 Applicant's Phone # (313) 719-1268 Applicant's Fax # (734) 462-2553
 Contact Person: Ed Davis Business/Company: Elite Foot Spa
 Contact's Address: 34389 Plymouth City: Livonia State: MI Zip Code: 48150
 Contact's Phone # (313) 719-1268 Contact's Fax # (734) 462-2553

State whether you have previously received or applied for any determination from the Planning Commission, Zoning Board of Appeals and/or the City Council pursuant to the provisions of the Zoning Ordinance #543 with respect to this property. No (X) Yes () IF YES, state the date of such determination(s) or application(s) and attach a copy of the previous application(s) and resolution(s).

Please provide the following information:

- 1) **Site Plan** showing:
 - property dimensions, including road right
 - foot print of building, including dimensions
 - all easements, protective walls, sidewalks
 - any significant topographic features (e.g., parking layout, including type of surface)
 - method used in calculating parking requirements
 - location of light standards servicing parking
 - location of trash receptacle, including location
 - location of signs (if proposed must submit)
- 2) **Detailed Landscape Plan** including:
 - listing or labeling of all planted material
 - areas to be fully irrigated
 - percentage of landscaping provided (1)
- 3) **Building Elevation Plan** depicting:
 - architectural quality
 - wall section & detail plan - exterior building
 - all visible rooftop mechanical equipment
- 4) **General Floor Plan** showing:
 - floor layout
 - entrances & exits
 - restaurants are required to illustrate seating arrangement & capacity
- 5) **Legal Description** of the property to be considered (Clearly Printed)
- 6) One (1) completed application form, **twenty three (23) sets of full size drawings**
- 7) One (1) set of reduced plans, a maximum 11" x 17" in size, or digital file in a pdf format either on CD or emailed to amiller@clivonia.mi.us

SEND NOTICES
to:
EDWARD DAVIS
11960 CHASE BLVD
LIVONIA 48150
313-719-1268

RECEIVED
OFFICE OF THE CITY CLERK
2014 OCT 17 PM 1:09

brick, dryvit

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

FEE COMPUTATION		\$600.00
sq. ft. of new construction x \$20.00 per 1,000 sq. ft.	(NOTE: Round off to nearest 1,000)	+
Total Amount Due		\$

Owner of Property: George Dimopoulos - Manager Craig Gonzalez
 Owner's Address: 43580 Seenic Ln City: Northville State: MI Zip Code: 48167
 Owner's Phone # (734) 928-1126 Owner's Fax # (734) 928-1127

Signature of Owner of Property - Manager CH 313-638-1777

Subscribed and sworn to before me, a Notary Public in and for the County of Wayne State of Michigan
 on this 10th day of October 20 14

Signature of Notary Kimberly L. Lethem My commission expires 07-24-2018

Acting in the County of Wayne

KIMBERLY L. LETHEM
Notary Public - Michigan
Oakland County
My Commission Expires Jul 24, 2018
Acting in the County of Wayne

CC: eng

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 2

Petition 2014-10-02-14 submitted by Elite Foot Spa, L.L.C. requesting waiver use approval pursuant to Section 11.03(u) of the City of Livonia Zoning Ordinance #543, as amended, to operate a massage establishment (Elite Foot Spa) at 34389 Plymouth Road within the Stark Plaza shopping center, located on the southeast corner of Plymouth and Stark Roads in the Northeast ¼ of Section 33.

October 28, 2014 Study Meeting:

The petitioner is requesting waiver use approval to operate a massage establishment at Stark Plaza shopping center. The site of the shopping center is 3.37 acres in area, and is located at the southeast corner of Plymouth and Stark Roads. Stark Plaza contains roughly 15 tenant spaces and 29,141 square feet of gross floor area. Senate Coney Island occupies the largest space at the north end of the shopping center. The subject site is zoned C-2 (General Business).

Massage establishments require waiver use approval in a C-2 District under the provisions set forth in Section 11.03(u) of the Zoning Ordinance. Massage Establishment is defined as *a place where manipulated massage or exercises are practiced for pay upon the human body by anyone using mechanical, therapeutic, or bathing devices or techniques...provided further, that the massages are administered only by certified massage therapists who meet the criteria set forth in Chapter 5.49 of the Livonia Code of Ordinances.*

Stark Plaza is an "L"-shaped building with one end of the center located close to Plymouth Road and the other end near Stark Road. Customer parking is located in front of the storefronts. The proposed massage establishment would occupy an interior unit located in the westerly portion of the center, set back from Plymouth Road and located closer to Stark Road. This tenant space is approximately 2,365 square feet in area. No exterior changes or modifications would occur to the building.

Parking for the new user is determined according to the parking requirement for the overall shopping center. Stark Plaza complies with the City's parking schedule for group commercial centers, and thus parking for the proposed massage establishment will be adequate.

The special requirements that apply to massage establishments include Section 11.03(u)(2), which specifies that no massage establishment shall be located within 400 feet of any other property which is either occupied or approved for a massage establishment. Elite Foot Spa complies with this special waiver use

PUBLIC HEARING

ITEM 2 Petition 2014-10-02-14 – Elite Foot Spa

Page 2

requirement: no other establishment dedicated to massage therapy is located within 400 feet of the proposed location.

In addition, Section 11.03(u)(3) specifies that no massage establishment be located within 400 feet of a school, place of worship, state-licensed day care facility, public library, playground, or public park, as measured from any point of the subject property to any point of the properties listed above. Elite Foot Spa also complies with this special waiver use requirement. None of the listed uses is located within 400 feet of the proposed massage therapy business.

The Zoning Ordinance restricts the daily hours of operation of any massage establishment from 8:00 a.m. to 10:00 p.m. The petitioner is aware of this restriction.

All massage establishments must conform to the provisions set forth in Chapter 5.49 of the Code of Ordinances, establishing the procedures and standards for licensing, as well as requirements for obtaining a massage therapist permit.

November 18, 2014 Public Hearing:

Approving Resolution: That this request to operate a massage establishment (Elite Foot Spa) at 34389 Plymouth Road within the Stark Plaza shopping center shall be approved subject to the following condition:

1. That this facility shall comply with all of the special waiver use standards and requirements pertaining to massage establishments as set forth in Section 11.03(u) of the Zoning Ordinance #543;
2. That this facility shall conform to the provisions set forth in Chapter 5.49 of the Livonia Code of Ordinances pertaining to massage establishments; and
3. The Petitioner shall not engage in any form of solicitation for business within the public right-of-ways of Plymouth or Stark Roads.

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

1. That the proposed use complies with all of the general waiver use standards and requirements as set forth in Section 19.06 of the Zoning Ordinance #543;

PUBLIC HEARING

ITEM 2 Petition 2014-10-02-14 – Elite Foot Spa

Page 3

2. That the subject site has the capacity to accommodate the proposed use; and
3. That the proposed use is compatible to and in harmony with the surrounding uses in the area.

FURTHER, the Planning Commission recommends the approval of a Conditional Agreement limiting this waiver use to this user only, with the provision to extend this waiver use approval to a new user only upon approval of the new user by the City Council.

Denying Resolution: That this request to operate a massage establishment (Elite Foot Spa) at 34389 Plymouth Road within the Stark Plaza shopping center is denied for the following reasons

1. That the petitioner has failed to affirmatively show that the proposed use is in compliance with all of the special and general waiver use standards and requirements as set forth in Sections 11.03 and 19.06 of the Zoning Ordinance #543;
2. That the petitioner has not adequately established that there is a need for the proposed use in the shopping center;
3. That the petitioner has not sufficiently demonstrated that the proposed use would be compatible to and in harmony with the surrounding uses in the area; and
4. That the proposed use is contrary to the goals and objectives of the Zoning Ordinance which, among other things, are intended to insure suitability and appropriateness of uses.

UNAPPROVED MINUTES

1

MINUTES OF THE 1,064th PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, November 18, 2014, the City Planning Commission of the City of Livonia held its 1,064th Regular Meeting in the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan.

Mr. Lee Morrow, Chairman, called the meeting to order at 7:00 p.m.

Members present: Scott Bahr Kathleen McIntyre R. Lee Morrow
 Carol A. Smiley Gerald Taylor Ian Wilshaw

Members absent: None

Mr. Mark Taormina, Planning Director, and Margie Watson, Program Supervisor, were also present.

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

ITEM #2 PETITION 2014-10-02-14

ELITE FOOT SPA

Ms. Smiley, Secretary, announced the next item on the agenda, Petition 2014-10-02-14 submitted by Elite Foot Spa, L.L.C. requesting waiver use approval pursuant to Section 11.03(u) of the City of Livonia Zoning Ordinance #543, as amended, to operate a massage establishment (Elite Foot Spa) at 34389 Plymouth Road within the Stark Plaza shopping center, located on the southeast corner of Plymouth and Stark Roads in the Northeast 1/4 of Section 33.

Mr. Taormina: As you know, massage establishments require waiver use approval under the provisions set forth in Section 11.03(u) of the Zoning Ordinance. Elite Foot Spa falls under this requirement. The petitioner is proposing to operate a massage establishment within the Stark Plaza shopping center at the southeast corner of Plymouth and Stark Roads. This is a multi-tenant retail plaza on about 3.36 acres in area altogether. It is zoned C-2. The plaza itself is an L-shaped building with about 29,000 square feet of floor area. The largest single tenant is Senate Coney Island, which occupies a unit at the north end of the building adjacent to Plymouth Road. Elite Foot Spa would occupy an interior unit located along the westerly portion of the building closer to Stark Road. The site plan shows the approximate location where the new business would be located. This unit is about 2,300 square feet in size. No exterior changes are proposed to the building. In terms of parking, it's based on the useable floor area of the shopping center. Stark Plaza is classified as a Group Commercial Center with the required parking ratio of one space for every 150 square feet of useable floor area. The existing parking is more than sufficient to accommodate the proposed use. There are a number of special requirements as they apply to massage establishments. One is that there be a minimum separation of 400 feet between other massage establishments. This petition does comply with that requirement. There are no similar uses within 400 feet of the proposed Elite Foot Spa. Secondly, no massage establishments are allowed within 400 feet of a school, place of worship, state licensed daycare facility, public library, playground or public park. Again, Elite Foot Spa would comply with this requirement. Lastly, there is a zoning ordinance restriction regarding the hours of operation which are limited from 8:00 a.m. to 10:00 p.m. I believe the petitioner is aware of this but we don't have information regarding the exact hours of this business. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Morrow: Yes, please.

Mr. Taormina: There are five items of correspondence. The first item is from the Engineering Division, dated October 24, 2014, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced planning petition. We have no objections to the proposed site renovation at this time. The proposed plan indicates that project will consist of renovating the exterior of the building which will not require Engineering Department permits. The legal description provided with the petition appears to be correct and is acceptable to this office. The existing parcel is assigned*

an address of #34359 Plymouth Road with a range of #34359 to #34395 Plymouth Road for the individual units within the building. The address of #34389 Plymouth Road does appear to be the correct location for the proposed Elite Foot Spa. The existing structure is currently serviced by public utilities, which are to remain in place. Should changes to the existing utility leads be needed, the owner will need to submit plans to the Engineering Department to determine if permits will be required." The letter is signed by David W. Lear, P.E., Civil Engineer II. The second letter is from the Livonia Fire & Rescue Division, dated October 28, 2014, which reads as follows: *"I have reviewed the site plan submitted in connection with a request to This office has reviewed the site plan submitted in connection with a request to operate a massage establishment on property located at the above referenced address. We have no objections to this proposal with the following stipulations: (1) Fire lanes shall be marked with freestanding signs that have the words FIRE LANE – NO PARKING painted in contrasting colors (on both sides) at a size and spacing approved by the authority having jurisdiction. (2) Chapter 36, New Mercantile Occupancies, and Chapter 7, Means of Egress, must be conformed to which includes Emergency Exit Signs, Emergency Lighting, Exit Pathways, Travel Distance, Occupant Load, and Extinguisher Requirements. NFPA 101, 2009."* The letter is signed by Daniel Lee, Fire Marshal. The third letter is from the Division of Police, dated October 21, 2014, 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 Joseph Boitos, Sergeant, Traffic Bureau. The fourth letter is from the Inspection Department, dated November 18, 2014, which reads as follows: *"Pursuant to your request, the above-referenced petition has been reviewed. The following is noted: (1) All rear doors to the tenant spaces must be marked with the appropriate address. A minimum of 4 inches high numbers is required. (2) No signage has been reviewed at this time. This Department has no further objections to this petition."* The letter is signed by Jerome Hanna, Assistant Director of Inspection. Lastly, we have received an email correspondence, dated November 5, 2014, which reads as follows: *"Will not be available to attend hearing. I live across the street. First, I'm all for new business. My question is, will all activities at this establishment take place in private rooms or will it be an open space? How is this type of business regulated? I wish them well, but request that all activities take place in an open space, and be required never to have private rooms. Thanks for your time."* Tom Tokarz, 11257 Stark Road, Livonia, Michigan 48150. That is the extent of the correspondence.

UNAPPROVED MINUTES

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

Ed Davis, 11960 Chase Blvd., Livonia, Michigan 48150. I'm going to be the owner of this. It's at 34389 Plymouth Road. We are trying to open up a foot massage. It's not really a foot massage. We are trying to do foot reflexology. Basically, it's a little bit different than doing a massage. We're trying to promote health, pain, different things that help people be able to deal with stress and so on and so forth. We want to do pretty much all foot therapy, not massage. We came to the Board to try to pass with massage because for future business, we're hoping we can work with chiropractors, physical therapists, to do some help for them as far as shoulders, legs, things like that. We will have two rooms that will be able to do that, but our main business is open. It's an open floor plan. Pretty much five chairs. They are not in beds. They are massage chairs. We're not planning on having lots of rooms or anything like that, but we do want to be able to have the opportunity to expand the business in the future if we see it needed to keep paying the pays and make money. But our outline here is basically just to work with the feet, only the feet, and allow people to relax, get stress-free, take care of their pain, different things like that. I have kind of an internet picture because we don't have our thing yet, but this is basically kind of what we would have. It's lots of chairs in a row.

Craig Gonzalez, Manager, G+D Properties, 34385 Plymouth Road, Livonia, Michigan 48150. Ladies and gentleman of the Commission, my name is Craig Gonzalez. I'm with G+D Properties that owns the shopping center. George Dimipolous is the principal. He's unable to be here this evening so he wanted me to attend in case there was any questions you had for us as the owners and managers of the property.

Mr. Morrow: Okay. Does the Commission have any questions at this time?

Mr. Bahr: To the petitioner, is Elite Foot an independent business or is this a chain, a franchise?

Mr. Davis: It is an independent business. I own a business in Livonia. I do network and security. I have one of my clients that we travel a lot. I've been to a few different areas – Los Angeles, Indiana has some of these. So I thought that it would be a good idea to bring it to Michigan. I actually went into several of them before even

UNAPPROVED MINUTES

5

trying to do this to get an idea. Is it really what people say it is? The Chinese say that they've been doing it for 500 years. So I wanted to get a feel for it. So it's not a franchise. It's my own thing that I want to start here. I'm hoping to expand it into more areas down the road. Right now, I'm pretty much in Michigan. All that's offered is the massage. They do offer doing your feet, but it's in a massage type atmosphere. Closed rooms, tables, beds, whatever you want to call them.

Mr. Bahr: So it's an independent business. I assume you don't have any background yourself in doing this just from what you said. You're the entrepreneur just setting up the business.

Mr. Davis: Right.

Mr. Bahr: Where have you learned how to run a business like this?

Mr. Davis: I actually have a partner. Not a partner for the business, but somebody that I've been working with for a while that knows a lot about it. She's going to help me run it. She wasn't able to make it today.

Mr. Bahr: Can you clarify . . . I was sorting this question through my head and then realized that I think earlier you were answering the question I was going to ask, but I didn't catch it all. Explain again the purpose of the two private rooms up in the front.

Mr. Davis: The two private rooms are existing right now and we don't want to take them out of the plan. We were hoping or we're trying to see if we can expand the business into helping chiropractic offices, physical therapy offices. There's several massage places around. I don't want to do just oil massage. So the rooms, but in order to do some of the physical therapy ones or whatever, they would have to undress or at least their shirt and that kind of thing, so they would have to be in a private room. They cannot be out in the open.

Mr. Bahr: Okay. Thanks.

Ms. McIntyre: Two questions please. Who are your competitors in the area, and number two, where will you find . . . I understand that any sort of massage therapy, including reflexology, has to be licensed.

Mr. Davis: Reflexology, as far as my understanding is, there is no licensing for that. My therapist would be licensed or both if we can do

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that. I already have some of them that are ready to come on board.

Ms. McIntyre: I didn't understand that people who practice only reflexology do not need to be licensed in the state.

Mr. Davis: That is correct.

Ms. McIntyre: So how will you find these people? What will their training be? How will you certify if they are not licensed that they qualify to be practitioners?

Mr. Davis: The plan would be that the people that I do have that have certifications, they will be making sure they have the ability to do the work and do it properly. If needed, we will do a training thing with them. They'll start working as a trainer, and we will get them licensed in the State of Michigan.

Ms. McIntyre: Okay. Thank you.

Mr. Wilshaw: I'm just trying to understand exactly how this service is going to work. I saw the picture of the chairs. If a person is using a chair, is it all automated then or is a person actually still doing manipulation with the feet and so on? Do you just sit down and the machine does all the work?

Mr. Davis: No machine. It's all done with somebody with their hands.

Mr. Wilshaw: Okay.

Mr. Davis: So basically it's a chair that they sit in. They kind of relax back a little bit. Normally they put like a towel over them to keep them warm. Sometimes a towel across so that their eyes can be closed. Dim lighting. Then their feet hang off the side of it. They're soaped for ten minutes or something like that. Then they pull them out, dry them. When they start working with an oil, they do one foot then they do the other foot and they also use some type of cream afterwards. I'm not 100 percent on it because I don't do it, but I'm learning. Then they continue to do that, clean them all off and that's pretty much it. So they pretty much sit up. I know at the end of it they'll do some parts of their legs right here.

Mr. Wilshaw: Calves and so on.

Mr. Davis: That's pretty much it.

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Mr. Wilshaw: Okay.

Mr. Davis: We like to cater to lots of couples come and sometimes families come where there's a husband and wife and their children. They all come at one time. So that's why we have these ones where we have several of them in a row.

Mr. Wilshaw: Okay. So you'll have people there that do this that are trained in it, and you yourself, you don't have any training. You're just sort of the businessman, visionary.

Mr. Davis: Yeah. Like I said, I own my own business in Livonia right now. I stay pretty busy. I want to try another avenue. I've lived in Livonia all my life. I want to keep money coming into Livonia. I think it's a great idea once we educate everybody on how relaxing it is. Of course, if you guys approve me, I invite every one of you to come and I'll pick up the tab for it okay, because I feel that once you have it, and I'm a man and I thought that's the craziest thing ever. Women might like it but why would a man like that? That's kind of nuts but that's not true. It's great and again, I invite all of you to try it because word of mouth is going to help me and I'm hoping that we can grow the business in Livonia and bring in more money.

Mr. Wilshaw: Do pedicure services then come along as well?

Mr. Davis: No.

Mr. Wilshaw: None of that?

Mr. Davis: No.

Mr. Wilshaw: Strictly the massage?

Mr. Davis: Yes. No pedicure.

Mr. Wilshaw: Okay. Very good.

Mr. Davis: Nothing there.

Mr. Wilshaw: That's interesting. I would hope you understand some of the concerns that even one resident wrote us and that we've expressed a little bit about private rooms and massage. It's sort of a stigma there and that is something that is top of mind with some of us and with me, at least. It's something that concerns

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me, but I do understand the need if you're having say like a couples thing, you want to have a room that two people can be in and have a conversation and not be interfering.

Mr. Davis: Around everybody else. Exactly. And I'm totally with you. I do not want to run any type of a business that wouldn't bring people in and make people happy and relaxed. I'm not looking to do that.

Mr. Wilshaw: Okay. Very good. Thank you. I appreciate it and I think you'll probably put your best foot forward on this. Thank you.

Ms. Smiley: I have a little bit of anxiety about this. You don't do pedicures and they're not really licensed massage therapists. They are people that think they might want to do it. One person is going to train them. Even if you go for a pedicure, they have to go through training in a school and be licensed.

Mr. Davis: Right. What we will try to do is get mostly people that have massage ability. They have training. They have worked in massage facilities before. We're not looking to grab somebody off the street and say hey, we're going to train you how to do this because that would run people out. Nobody has to be licensed for that, but my plan will be to try and bring in as many experienced people as I can.

Ms. Smiley: What would something like this cost and how long would a session last?

Mr. Davis: Well, it will vary. We haven't actually set the pricing. Normally it's an hour for either \$45 or \$50. Then we'll probably provide a half-hour one too. It can increase up to two hours, but I don't know how many people get a foot massage for two hours. So it will probably be right about \$45 to \$50 for an hour.

Ms. Smiley: Which is pretty much like a pedicure, but those people have . . . maybe my question is through the chair to Mark. Don't our therapists in a massage facility have to be licensed?

Mr. Taormina: Yes, however, the licensing is handled by the State now. I'm not sure about reflexology and what the requirements are. It's something that the City no longer has the authority to license. It's all handled by the State.

Mr. Davis: And reflexology doesn't hold a license, but the plan is to have at least most everybody, if not everybody, with a license.

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- Ms. Smiley: Thank you.
- Ms. McIntyre: I just did some quick research and there are only two states that license reflexologists. Those would be North Dakota and Tennessee. The State of Washington requires that they become certified with the Department of Health. So there is no licensing requirement in Michigan according to this source, but there are certification programs that people can get.
- Mr. Davis: That's correct.
- Ms. McIntyre: Usually through massage, so I guess it's really a question, and this is probably beyond the scope of what we address, but if you were going to have your employees be certified or not certified. I'm not asking you answer that. I'm just saying that's a question, but they don't require licensing.
- Mr. Davis: If we were able to move into the part working with the chiropractors or doing some type of massage, they will be licensed and it will also be documented.
- Ms. McIntyre: That requires licensing.
- Mr. Davis: Yes. Who's doing it and when and so and so forth, because we do have to deal with the State. So if the State comes in, I have to be able to show them records of who's doing what.
- Mr. Taylor: Mark, I'm a little confused as to how we're covered by this city-wise in our ordinance. We don't issue a license and they don't have to be therapists. How are we covering this so things don't happen that we don't want to happen in an establishment of this sort?
- Mr. Taormina: The Inspection Department still has some oversight and authority in terms of verifying compliance under the Zoning Ordinance. But they are still treated as a waiver use. So the use itself is required to obtain waiver approval by the Council. That part did not change with the preemption of the licensing requirements by the State.
- Mr. Taylor: To the petitioner, this is kind of new to all of this. I understand there is a foot massage or therapist in the mall, but they are, I guess, evidently, therapists. They're massage therapists.

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- Mr. Davis: If they are doing massage, I'm not even sure in a mall because it's not an oil massage. They don't have their clothes off. They may not need to have the license. I'm not sure on that.
- Mr. Taormina: Licensing is still required for any bona fide massage therapist. The question is, if they are certified to do reflexology then they can perform that and that's not necessarily the aspect that requires the license, but other types of massage therapy does. If you read the definition of massage establishment in our ordinance, this would definitely fall under it. So that's why you have authority this evening to review it as a waiver use. But again, the licensing requirements and everything else, certification, that's all handled by the State. And maybe even the certification is not something that falls under the purview of the State. That might be something that somebody can just obtain by one of the schools that offer a certification process.
- Mr. Taylor: Thank you.
- Ms. Smiley: I'm reading your thing and it says massage establishment is defined as a place where manipulated massage or exercises are practiced for pay upon the human body by anyone using mechanical, therapeutic or bathing devices or techniques.
- Mr. Taormina: So clearly this falls under the definition of massage establishment.
- Ms. Smiley: But it says provided further that the massages are administered only by certified massage therapists. I'm not getting that these are certified massage therapists.
- Mr. Taormina: That raises the issue of whether or not his employees then would have to be certified in the art of reflexology. If that's the case, then maybe that will be a requirement of the waiver use.
- Ms. Smiley: Well, I'm not a lawyer but . . .
- Mr. Taormina: You're wondering if they have to carry a certification to perform reflexology. That's something that we'd have to have our attorneys address ultimately when this goes before the City Council. So I think that's a good thing to point out in our proceedings this evening and something we can follow through with as it proceeds on to Council, if it moves forward this evening.

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- Ms. Smiley: And I want to make it clear, I'm not trying to accuse you of running anything funny and I'm not. I enjoy a pedicure and I enjoy massages. It sounds interesting, but there's a legal question before your business can get off the ground. We got to cross t's and dot some i's.
- Mr. Morrow: Mark, would anything we've heard tonight preclude us from moving forward with this petition? There seems to be a gray area.
- Mr. Taormina: Unless you want the answer to that question prior to moving forward. Otherwise I think we could frame that question to our Legal Department in advance of the Council's review of this, again if it moves forward, so that they would respond accordingly to the Council on that.
- Mr. Morrow: From what I've heard, as a Commissioner I don't have any objection to it. We just want to make sure that if we move it forward, that the legal people look at it. Do you have to register with the State or anything to get that certification? Will they be aware of your operation so they can come in and check?
- Mr. Davis: I have massage therapists that will have their license. Now, I don't know how the State is going to work it, but I'm assuming that they're going to follow-up on where people work and/or businesses and come in and check. But I can't answer the question as far as I don't have to register with them. I have to register the business.
- Mr. Morrow: I'm talking about the people that actually work on the feet.
- Ms. McIntyre: They don't have to register.
- Mr. Davis: They don't have to register with anybody.
- Mr. Morrow: I think that's the only hang-up I've got is we don't want to send something and not have it meet our ordinances at least if there's any state requirement that we're bypassing that.
- Mr. Davis: Right.
- Mr. Morrow: Did you have something, Mrs. McIntyre?
- Ms. McIntyre: No. Just that the understanding from the information I had tonight is there's no registration or certification required by the State of the people who are only doing the foot. Anybody who

does any other massage then they do fall under the registration of the State. Otherwise, there's nothing except our language about certification and that language was probably created at a time before really we comprehended the existence of reflexology, which is a kind of massage that doesn't require licensing.

Mr. Taormina: That would appear to be the case.

Mr. Morrow: Okay. I like what Mark said about if we move it forward tonight, between now and when they get to the Council, the legal people will take a look at it to make sure we are on safe ground. Is that a fair assessment of what you're thinking of Mark?

Mr. Taormina: Correct.

Ms. McIntyre: Mr. Chair, a question through you to Mr. Taormina. So would we append a condition, Mark, that approval was pursuant upon resolution of the certification language?

Mr. Taormina: I think that's fine. We can fashion some language as part of the resolution that would trigger review by our Law Department.

Mr. Wilshaw: Does Section 11.03 of the Zoning Ordinance specify the same verbiage that massage establishments must have certified employees, because that's a condition of our approving resolution, would essentially cover that. Because we're saying that they must conform to that Section.

Mr. Taormina: What we're referring to is contained within the definition section, Article II.

Mr. Wilshaw: Okay. Then I think we should specify that.

Mr. Taormina: Yes, I agree.

Mr. Wilshaw: Just my comment. I think even though there's no licensing procedure for massage or reflexology therapists, I think the City was trying to be cautious in allowing these establishments to take things basically one step further and say, hey, if we going to have these facilities as a waiver use, we want to make sure that the people who work there are at least certified and show their certifications, if asked that they're all certified. And certified doesn't mean license. It just means that they've gone through some sort of program and learned how to do this properly as

opposed to someone walking in off the street and saying I can rub your feet.

Mr. Davis: That would be foolish for me to bring in people that . . . I mean . . .

Mr. Wilshaw: Right.

Mr. Davis: I haven't researched the certification actually for that, so I'm not really sure what that takes to do that.

Mr. Wilshaw: It does two things. It helps protect you as a business to make sure you have qualified employees. It also helps protect the City in the sense that if someone was to set up one of these establishments and have some nefarious or alternative purpose for it that is not in keeping with the family-focused community that we have, those types of businesses wouldn't be hiring certified reflexologists. It's a way to kind of help weed that out, I think. As Mrs. McIntyre pointed out, it's possible certified people could provide additional services, I guess, but there's no guarantees. I think that's the logic of the ordinance and I think it's a wise thing to have. In this case, it presents the situation that we may have what appears to be a very legitimate business wanting to come in that may not have all their employees certified. We need to understand if that's acceptable to us and to the City, or if we want to maintain that level of certification requirement that is existing in the language now. That's my only comment.

Mr. Morrow: Thank you. Anything else? I'm going to go to the audience. Is there anybody in the audience that wishes to speak for or against the granting of this petition? Seeing no one coming forward, I'm going to ask for a motion.

On a motion by McIntyre, seconded by Smiley, and unanimously adopted, it was

#11-62-2014 **RESOLVED**, that pursuant to a Public Hearing having been held by the City Planning Commission on May 13, 2014, on Petition 2014-10-02-14 submitted by Elite Foot Spa, L.L.C. requesting waiver use approval pursuant to Section 11.03(u) of the City of Livonia Zoning Ordinance #543, as amended, to operate a massage establishment (Elite Foot Spa) at 34389 Plymouth Road within the Stark Plaza shopping center, located on the southeast corner of Plymouth and Stark Roads in the Northeast 1/4 of Section 33, which property is zoned C-2, the Planning Commission does hereby recommend to the City

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Council that Petition 2014-10-02-14 be approved subject to the following conditions:

1. That this facility shall comply with all of the special waiver use standards and requirements pertaining to massage establishments as set forth in Section 11.03(u) of the Zoning Ordinance #543;
2. That this facility shall conform to the provisions set forth in Chapter 5.49 of the Livonia Code of Ordinances pertaining to massage establishments;
3. That the Petitioner shall not engage in any form of solicitation for business within the public rights-of-way of Plymouth or Stark Roads; and
4. That the Law Department determine what, if any, certification may be required pursuant to City code in order to perform reflexology services.

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

1. That the proposed use complies with all of the general waiver use standards and requirements as set forth in Section 19.06 of the Zoning Ordinance #543;
2. That the subject site has the capacity to accommodate the proposed use; and
3. That the proposed use is compatible to and in harmony with the surrounding uses in the area.

FURTHER, the Planning Commission recommends the approval of a Conditional Agreement limiting this waiver use to this user only, with the provision to extend this waiver use approval to a new user only upon approval of the new user by the City Council.

FURTHER RESOLVED, that notice of the above hearing was given in accordance with the provisions of Section 19.05 of Zoning Ordinance #543, as amended.

Mr. Morrow: Is there any discussion?

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- Ms. McIntyre: So we would add a fourth condition that our approval is predicated on resolution of this certification language and the waiver use condition or regulation?
- Mr. Taormina: That actually is within the definition.
- Ms. McIntyre: Okay. Within the definition. The Conditional Agreement would mean that you can't transfer this business to someone else without approval by City Council.
- Mr. Davis: Okay.
- Mr. Taylor: Just before we vote, the last paragraph we have: *"All massage establishments must conform to the provisions set forth in Chapter 5.49 of the Code of Ordinances, establishing the procedures and standards for licensing, as well as requirements for obtaining a massage therapist permit."* We're not doing any of that, are we?
- Mr. Taormina: Chapter 5.49 really just indicates compliance under the state licensing requirements. That's all Chapter 5.49 is.
- Mr. Taylor: What you're saying then is you're going to have the Law Department take a good look at it and see if we can establish what we're trying to do here other than a massage parlor?
- Mr. Taormina: It's to see whether or not anybody performing reflexology is required to be certified. Any massage therapy that is conducted at this place of business will still require a licensed massage therapist. That part does not change.
- Mr. Taylor: Okay. Thank you.
- Mr. Morrow: Mark, I think we just want to make sure the Law Department concurs with the fact that they don't have to have any type of state requirement or city requirement to do this.
- Mr. Taormina: Correct.
- Mr. Morrow: It might be something we might want to look at and incorporate into the ordinance at some later date, specifically for reflexology, but we won't tackle that tonight obviously. Any other discussion? Roll call please.
- Mr. Morrow, Chairman, declared the motion is carried and the foregoing resolution adopted. It will go on to City Council with an

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approving resolution. Mark, there was some talk about a seven day waiver. Will there be enough time for the Legal Department to take a look at it?

Mr. Taormina: I think there will be because this will only take it to the study session of December 1, then it has another couple of weeks before it appears for a vote at the Regular Meeting. I think there's adequate time to answer that question.

Mr. Morrow: Between the study and the approval.

Mr. Taormina: Yes.

Mr. Wilshaw: I'm going to offer the seven day waiver.

On a motion by Wilshaw, seconded by Smiley, and unanimously adopted, it was

#11-63-2014 **RESOLVED**, that the City Planning Commission does hereby determine to waive the provisions of Section 10 of Article VI of the Planning Commission Rules of Procedure, regarding the effective date of a resolution after the seven-day period from the date of adoption by the Planning Commission, in connection with Petition 2014-10-02-14 submitted by Elite Foot Spa, L.L.C. requesting waiver use approval pursuant to Section 11.03(u) of the City of Livonia Zoning Ordinance #543, as amended, to operate a massage establishment (Elite Foot Spa) at 34389 Plymouth Road within the Stark Plaza shopping center, located on the southeast corner of Plymouth and Stark Roads in the Northeast 1/4 of Section 33.

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

Mr. Davis: I know there was some talk yesterday when we came to the meeting because there was some confusion on whether we had to be. They sent me a letter saying I had to be at the City Council meeting, but then they said no, that's not true until after we see you guys.

Mr. Morrow: In other words, you have permission now. You can go directly and say we waived the seven days.

Mr. Davis: I'm not sure who sets the date for that.

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- Mr. Taormina: Mr. Chairman, he will be notified of the City Council meeting. It should be on December 1, but you will be made aware of that. You can call me tomorrow. We'll take care of that.
- Mr. Davis: Okay. Thank you.
- Mr. Morrow: Good luck.
- Mr. Davis: Thank you so much. I appreciate all your time and hopefully we can get this done, and again, I still invite you guys to come.
- Mr. Morrow: You kind of threw us a little curve with not being a massage parlor.
- Mr. Davis: My research, I could actually open the business without coming here at all, but because I want to do – help the chiropractors and do some other things, I didn't want to come back to you and say, hey, I opened this business and now I want to come back and do more, you know, open as a massage.
- Mr. Morrow: If you open it as a massage, you heard the regulations that you'd be subject to.
- Mr. Davis: I fully understand the regulations.
- Mr. Morrow: Thank you. Good luck.

DEPARTMENT OF PUBLIC WORKS

MAUREEN MILLER BROSNAN
MAYOR

DONALD R. ROHRAFF
DIRECTOR OF PUBLIC WORKS

DOUGLAS L. MOORE, MSA
ASSISTANT DIRECTOR OF PUBLIC WORKS

JACOB A. RUSHLOW, PE
ASSISTANT DIRECTOR OF PUBLIC WORKS

RYAN J. FERRELL
SUPERINTENDENT OF PUBLIC WORKS



12973 FARMINGTON ROAD
LIVONIA, MICHIGAN 48150-4202
(734) 466-2655
Email: DPS@livonia.gov

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March 13, 2024

Honorable Members
Livonia City Council

RE: Item #12 – 2024 Case 750M Bulldozer follow up information.

Dear Council members:

At the March 11, 2024, City Council Study session, the council asked the department for added information. This information was regarding item #12, the 2024 Case 750M bulldozer. The requested information was for additional uses for the bulldozer by the department. The primary reason for requesting the purchase is to balance the Glendale landfill. The City has approximately 8 – 10 years of useful life left in the landfill. Currently, the landfill needs to be land-balanced to be closed to State of Michigan specifications. Last year, when the area was staked, we found that we were significantly out of grade in many areas. As much as 14' of extra soil was required to meet the grading specs. Further, the slopes were found to be significantly steeper than allowed. All of this requires the land to be balanced. This means in some areas, cuts need to be accomplished, while most areas require fills to be made. This all cannot be done at once. Ideally, the closing process begins now. Closing progresses over time so that the final closure occurs, versus a haphazard approach of trying to correct all the issues at once. The current area of the active face is approximately five (5) acres. The Glendale landfill has offered the department many challenges over its' lifetime. The hope is that this piece of equipment will make the last challenge, the final closure of the landfill, much easier. The final closure offers the City the ability to exit many of the mandated GLWA, County, and State rules regarding active landfills.

There are other uses that this piece of equipment can offer the City. They are:

- 1.) Grading of the two (2)+ miles of gravel roads that remain in Livonia. The City has had challenges accomplishing this task since the last remaining road grader was removed from service 17 years ago. The dump truck underbelly blades do not offer the down pressure needed to completely fill potholes, and smooth roads. The City has "horse traded" with the City of Farmington Hills to use their graders twice on the gravel roads. While the dump trucks do a fairly adequate job, their work does not last as long as a road grader's work.

- 2.) Levelling large areas of space. Currently, levelling large areas is done by tractors, or by hand. A bulldozer would allow an operator the ability to smooth large areas easily. An example is the open soccer field area at Bicentennial Park. Small areas that are unlevel are currently done by hand with small tractors. This takes care of an immediate problem, but normally moves water issues to the next, closest low spot.
- 3.) Establish / reestablish drainage ditches, and swales. A bulldozer would allow for gentle cuts to be made to allow water to flow from wet areas. It could allow for the creation of drainage ditches. Working in conjunction with a backhoe, or excavator, the dozer would offer another tool in helping create positive flow.
- 4.) The bulldozer could be "shared" with the golf courses to lessen their reliance on contracted services in their large-scale construction projects.
- 5.) The bulldozer can be used in massive renovations of ball diamonds, levelling large amounts of diamond material. Currently, small tractor / loader combinations are used in conjunction with small park equipment. The bulldozer would allow for large amounts of material to be dumped, and smoother on a diamond at one time, quickly.
- 6.) Larger construction projects requiring removal of several slabs of concrete, and levelling the lower courses of base material.
- 7.) Loading salt into the salt domes is easier because the machine can "push" it up higher.

In response to Chris Martin's concern regarding the addition of "toys" to the fleet. Mr. Martin mentioned the need for trailers to haul this piece of equipment. The City currently has three (3) large construction trailers in its fleet. These trailers are large enough to haul the fleet of backhoes, excavators, skid loaders, and other equipment. If the need is there to move the bulldozer to another site, these trailers will accomplish the requirement. The current fleet of dump trucks are large enough to haul the dozer / trailer combination. No additional trailer will be required.

Mr. Martin mentioned the need for training. DPW staff currently has three (3) individuals that have used bulldozers in the past. Furthermore, Road's supervisor Robert Bame is a retiree from Ajax Paving. His last job for Ajax was running a long line paving crew on the I-96 freeway rebuilding project. Mr. Bame brought a wealth of road construction knowledge to DPW, and he has been very receptive to sharing that with all staff in DPW.

Lastly, Mr. Martin mentioned an expensive "toy". While I agree that the purchase is expensive, I do not agree that the bulldozer is a toy. The City is subject to monthly, quarterly, and yearly inspections by several government agencies (Wayne County, State of Michigan, GLWA). Each year, unfunded governmental mandates make managing the landfill harder, not easier. Inspection by their staff finds issues on the landfill that need to be dealt with immediately. Our current consultant, NTH Consultants, feels that closing the landfill will lessen many requirements of the City. Loaders, backhoes, skid loaders, and other wheeled construction equipment will not operate safely on the current steep slopes that make up the active face area of the landfill.

March 12, 2024, page 3

If there are further questions, or more concerns, please feel free to contact me regarding this purchase.

Regards,

A handwritten signature in blue ink, appearing to read "Douglas L. Moore". The signature is fluid and cursive, with the first name "Douglas" being more prominent than the last name "Moore".

Douglas L. Moore, MSA
Assistant Director of Public Works

From: [Kasprowicz, Sara](#)
To: [Driskill, Carol](#); [Moore, Doug](#); [Rohraff, Don](#)
Cc: [Fisher, Mike](#); [Goldstein, Eric](#)
Subject: RE: R032024 New Data Item 16
Date: Wednesday, March 13, 2024 10:59:36 AM

Yep, I had also sent it to Doug as a separate email to give a heads up of the resident's questions. I did not include him in the group email, as it referred to the item on the Closed COW meeting that hasn't taken place yet.

I will add Doug's responses as a 2nd piece of New Data for that Item.

Thanks everyone!!

Sara

Sara Kasprowicz
Program Supervisor
City of Livonia | City Council Office
(734) 466-2250
skasprowicz@livonia.gov

From: Driskill, Carol <cdriskill@livonia.gov>
Sent: Wednesday, March 13, 2024 10:23 AM
To: Moore, Doug <dmoore@livonia.gov>; Rohraff, Don <drohraff@livonia.gov>
Cc: Fisher, Mike <mfisher@livonia.gov>; Goldstein, Eric <EGoldstein@livonia.gov>; Kasprowicz, Sara <skasprowicz@livonia.gov>
Subject: RE: R032024 New Data Item 16

I'll leave this for Sara's guidance on how to proceed.

Thanks, Doug

Carol Driskill
Legal Stenographer II
City of Livonia | Law Department
(734) 466-2522
cdriskill@livonia.gov

From: Moore, Doug <dmoore@livonia.gov>
Sent: Wednesday, March 13, 2024 10:22 AM
To: Driskill, Carol <cdriskill@livonia.gov>; Rohraff, Don <drohraff@livonia.gov>
Cc: Fisher, Mike <mfisher@livonia.gov>; Goldstein, Eric <EGoldstein@livonia.gov>; Kasprowicz, Sara <skasprowicz@livonia.gov>
Subject: RE: R032024 New Data Item 16

Morning Carol,

I am not sure how these responses work that are sent from council! I have copied Sara Kasprovicz into this email so she is aware. I can answer the questions, and comments from this resident regarding the purchase need of this bulldozer.

As part of the total purchase cost of \$187,560.25, a portion of that, \$12,450.51, is being used to purchase the "premier" warranty package for 48 months of extended warranty. We have been using the vendors of our heavy equipment (excavators, backhoe's, street sweeper, etc.) to service the equipment. An example is Michigan Cat is called to work on the excavator's, and the two backhoes we have (that were supplied to us by Caterpillar). Southeastern equipment services our Case equipment (large loader, and backhoes) because they were the provider. This bulldozer will be a Case, and will be serviced by Southeastern if issues arise. Our heavy equipment is now four plus years old, and we have had no issues with any of it. All preventative maintenance is done on schedule, and repairs are done as needed. Our Fleet Maintenance staff is handles all equipment regarding repairs, and maintenance.

As far as the operators, they are Public Service Worker II's in the department of public works. **IF** certified operators are required, then they will get certification. All positions are budgeted, and no one will be hired (from the outside) to only operate this equipment. In fact, by Civil Service rules, and contract language, we are unable to hire people like that. We pride ourselves in promoting well-deserved individuals from within. Currently, none of the equipment we have requires anything more than operational training, and safety knowledge. This list includes woodchippers, lawnmowers, chain saws, etc. We go out, and find training for our staff in the knowledge, and operation of all those items. The department sends people for training to many different events. If needed, I can provide sign-in sheet for the multitude of training our crews get.

Gary Garrison, Fleet manager, spoke to me this morning about trade in value of heavy equipment. As times progress, the value is increasing over time. People cannot afford the new prices, so they are looking to used pricing. Plus, our equipment that goes to auction, has a reserve price starts. If the reserve price is not met, we do not have to sell it. Lately, our equipment is seeing pricing come back that is 20 -30% of the original purchase price (that is awesome!). Recently, a used vactor, purchased for \$500,000 new sold for over \$100,000 (an unheard-of price) at auction. People can afford used equipment, and take the chance of their condition.

This dozer is going to be used for the foreseeable future. We have eight – ten years of useful life left at the landfill, but we are in a position that work needs to begin now. The bulldozer will cover our need for this period.

If more information is needed regarding this issue, please let me know. I don't see where this purchase is different than the other equipment that has been purchased by the City.

Regards,

Douglas L. Moore, MSA

Assistant Director of Public Works
City of Livonia | Department of Public Works
(734) 466-2617
dmoore@livonia.gov

From: Driskill, Carol <cdriskill@livonia.gov>

Sent: Wednesday, March 13, 2024 10:14 AM

To: Rohraff, Don <drohraff@livonia.gov>; Moore, Doug <dmoore@livonia.gov>

Cc: Fisher, Mike <mfisher@livonia.gov>; Goldstein, Eric <EGoldstein@livonia.gov>

Subject: FW: R032024 New Data Item 16

FYI...

Good Morning, Don and Doug,

Just forwarding the new data received by the Council Office for inclusion in the Attorney Notes under Item 16. It looks like DPW was not included on the email string. I've attached your Council request, as well.
Please disregard if you've already received.

Thanks,
Carol

Carol Driskill

Legal Stenographer II
City of Livonia | Law Department
(734) 466-2522
cdriskill@livonia.gov

From: Kasprovicz, Sara <skasprovicz@livonia.gov>

Sent: Wednesday, March 13, 2024 9:15 AM

To: Budzinski, Carrie <cbudzinski@livonia.gov>; Donovic, Rob <rdonovic@livonia.gov>; Jolly, Jim <jjolly@livonia.gov>; McCullough, Brandon <bmccullough@livonia.gov>; Morgan, Scott <smorgan@livonia.gov>; Ptashnik, Martha <mptashnik@livonia.gov>; Toy, Laura <lttoy@livonia.gov>

Cc: law-all <law-all@livonia.gov>

Subject: R032024 New Data Item 16

Council,

Please see the new data received as a resident inquiry regarding Unfinished Business Item 16 (req to purchase a bulldozer) on the Regular agenda of 3/20/24.

I have not distributed or published the approved agenda yet, since it entails the item for the CCOW meeting that hasn't taken place yet (tonight). The agenda will be sent tomorrow morning.

Sara

Sara Kasprowicz

Program Supervisor

City of Livonia | City Council Office

(734) 466-2250

skasprowicz@livonia.gov

From: noreply@civicplus.com
To: [CityCouncil](#)
Subject: Online Form Submittal: City Council Inquiries
Date: Tuesday, March 12, 2024 10:42:06 PM

City Council Inquiries

This form is for any questions, comments, or concerns you may have for the City in regards to city council meetings or other city council inquiries. If you leave contact information, the City will reply within 2 business days. If this is an emergency, please dial 9-1-1.

First Name	Brian
Last Name	Smith
Address	35155 Banbury Rd
Email Address	smedley007@yahoo.com
Phone Number	2489109542
Topic	City Council Meetings
Date of Issue	3/11/2024
Attachment (Optional)	<i>Field not completed.</i>
Comments	Dear City Council:

I watched the March 11 meeting and am inspired to write concerning the perceived need for the city to purchase a bulldozer.

While I do not know alot about bulldozers, I do know something about contracts and purchasing of large equipment and services.

The Public Works department head explained the landfill issue but the cost breakdown of the bulldozer cost was insufficient in my opinion. I think the city council should be asking questions about the warranty and service contract on the bulldozer. Any breakdown on something like that (and they happen- especially if an untrained person is operating it) can be very expensive.

Without a service contract or warranty specifying things like preventative maintenance you are exposing the city to a bottomless pit of expenses.

What about the operator? Is that person certified and licensed properly? Will their salary be contained in the budget? Will that operator be paid same as other DPW operators. Maybe --maybe not.

One of the council members asked about selling the dozer at projected end of use... a very legitimate question and one the council should not take lightly. The depreciation is aggressive and unforgiving.

Please ask those questions and probe those costs. The information is available.

Thank you

Brian Smith

Email not displaying correctly? [View it in your browser.](#)

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 11, 2024**

Meeting was called to order at 8:26 p.m. by Council President Brandon McCullough. Present: Jim Jolly, Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, and President Brandon McCullough. Absent: Laura Toy.

Elected and appointed officials present: Lori Miller, City Clerk; Eric Goldstein, Assistant City Attorney; and David Lear, Assistant City Engineer.

Councilmember Jolly led the meeting with the Pledge of Allegiance

12. REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) CASE 2024 750M DOZER THROUGH THE SOURCEWELL CONTRACT (FORMERLY NJPA): Public Works Division, re: to be used by the Roads department, from budgeted funds.

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

Councilmember Jolly asked if we have had a bulldozer before now.

Mr. Moore said we have not had one. The current need is to move approximately 16 feet of soil in areas at the landfill. The side facing the Firing Range needs the most work, where there are 45 degree angled slopes. DPW has no other way to move the soil.

Councilmember Jolly asked if this would open the door to put the job out for bid.

Mr. Moore said it is a long-term need and they cannot quantify the amount of time it would take a vendor to do the job.

President McCullough asked if going out to bid for a project like this would go over the cost to own the piece of equipment when you factor in engineering and contractual fees.

Mr. Moore agreed that it would.

Councilmember Budzinski asked for the timeline of this need.

Mr. Moore indicated they are on the active face and have eight or nine years of air space calculations before it will have to be closed. This would allow DPW to start working on the closure now in small steps rather than putting in nine years' worth of material and having to close it quickly.

Councilmember Budzinski commented that it will be used consistently over the next decade.

Councilmember Donovic asked if the landfill includes dirt from the I96 project.

Mr. Moore said that dirt is down on Lake Glendale, at the end of Industrial. This is on the active face.

Councilmember Donovic said this is something that will be done over a period of time, so it makes sense to purchase it and sell it once we have run our course with it. He feels it would cost more if we hired a contractor.

Councilmember Morgan asked if we have any type of equipment that could do the same job. He also asked if we have a trailer that could move it to another site.

Mr. Moore said it will only be going from one side of the street to the other, so a trailer won't be needed.

Vice President Ptashnik asked about depreciation value. She said it makes sense to buy it now and sell it later if it isn't going to depreciate.

Mr. Moore said he did not know the depreciation value.

Christopher Martin said he is not in favor of the purchase.

President McCullough asked if Mr. Moore could bring some information as to what else it may be used for to the next meeting.

Councilmember Donovic offered an approving motion for the Regular agenda.

DIRECTION:

APPROVING

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

12.

DPW
February 23, 2024

MEETING DATE

S031124/R032024

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) CASE 2024 750M DOZER THROUGH THE SOURCEWELL CONTRACT (FORMERLY NJPA): Public Works Division, re: to be used by the Roads department, from budgeted funds.

BACKGROUND DETAILS

The Roads section of the DPW is seeking to purchase a new Case Dozer to be used primarily for maintaining DEQ requirements at our Glendale storage yard, and will also be used in our city parks as needed. This purchase will be made through the Sourcewell contract number RSC008252, an extended purchasing program made available to local governments through the Sourcewell Contract (formerly NJPA) which meets our Finance ordinance. The contract this year was awarded to Southeastern Equipment Co., Inc., 48545 Grand River, Novi, MI 48374.

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

Recommendation to purchase one New Case 750M Dozer to be used by the Roads Department (ID #2424) for a cost of \$175,109.74 through the Sourcewell co-op purchasing program, Contract #RSC008252 from Southeastern Equipment Company, 48545 Grand River Ave., Novi, MI 48734, along with the 48-month extended premier warranty package of \$12,450.51, which covers all maintenance for the next 4 years. The final cost for this unit, including the extended warranty, prep and delivery charges, is \$187,560.25. Funds have been designated for this purpose in GL# 226-528-987-000.

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

Budget funds in the amount of \$187,560.25 are available in account no. 226-528-987-000

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

\$187,560.25

DETAILED WORK BEING PERFORMED

Purchase

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

\$187,560.25
226-528-987-000

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

Co-op purchase

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.4 of the Livonia Code of Ordinances, as amended since no advantage to the City would result from competitive bidding.

ATTACHMENTS

1. S031124 LTC Req to purch backhoe
2. LTC-2024 Case Dozer 750M #2424 - Roads

APPROVED BY



Date: February 26, 2024

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



Date: February 26, 2024

Don Rohraff, Director of Public Works



Date: February 27, 2024

Michael Slater, Finance Director



Date: March 01, 2024

Maureen Miller Brosnan, Mayor

DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION
FLEET MAINTENANCE

GARY T. GARRISON
FLEET MANAGER



JAMES (BUZZ) KIRBY
FLEET MANAGER

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

February 17, 2024

Purchase of One New 2024 Case Dozer Model 750M to be used by the Roads Section of the DPW. Our assigned city unit number will be #2424.

The Roads section is seeking to purchase a new Case Dozer Model 750M. It will be used primarily for maintaining DEQ requirements at our Glendale storage yard. It can also be used in our city parks as needed.

I am recommending we purchase this Dozer from Southeastern Equipment Company, 48545 Grand River Ave, Novi, MI 48734. If approved this purchase will be made through Sourcewell, Contract Number RSC008252. This meets our financial ordinance for purchasing and provides us with the best possible pricing. The savings discount of 27% is shown in the quote. The after-discount price is \$168,511.74. Plus, prep and delivery charges of \$6,598.00.

I am including with this purchase the extended premier warranty for 48 months or 4000 hrs. This is the extended Case ProCare for \$12,450.51. This covers all maintenance for this period.

The total cost for this unit with the extended warranty, prep and delivery charges will be \$187,560.25. This purchase will be made using approved budgeted funds in account 226-528-987-000

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

Gary T. Garrison
Fleet Manager



SOURCEWELL SALES ORDER

DATE: FEBRUARY 19, 2024

SALESPERSON: CALEB CHRISTNER /
ACCOUNT #: 758175
COUNTY: WAYNE
Sourcewell Contract #: RSC008252

CUSTOMER CONTACT: GARY GARRISON
PO # (IF APPLICABLE):
SHIP TO (IF APPLICABLE):

PURCHASER:

CITY OF LIVONIA
13405 SURREY ST
LIVONIA, MI 48150
P: 734-466-2641

SELLING BRANCH:

48545 Grand River, Novi, MI 48374
Branch: (248) 349-9922

FINANCE INFORMATION:

Financed by: Cash, Check, or Other
Rate:
Term:

EQUIPMENT PURCHASED:

Eq #/ Serial #/ Item #	Product Notes	List Price	Discount %	Sourcewell Total Price
	2024 CASE 750M 750M EH WT T4 FINAL -750M EH WT T4 FINAL PAT -Power Angle Tilt 750M -750M CASE DZ WT -Wide Track - 464731 -PREMIUM CAB 784573 -Drawbar 784571 -Front Counterweight w/hook 784785 -CHAIN/A Closed SALT HD 24IN 784547 -108" Dozer Blade 784391 -CAB - CANOPY 784476 -Radiator Brush Screen 784508 -Cab Rear Screen 784623 -Sandblast Screen 784138 -Manuals & Decals - English 784730 -Pump Hydraulic Equip w/PTO 784844 -REAR VIEW CAMERA 784801 -STD CLIMATE 784801 784819 - Universal Ready Factory Option 784900 -BASIC EQUIPMENT 784106 -Cold Start 784845 - STD ROLLERS 784845	\$230,838.00	27%	\$168,511.74
	Manufacturer Freight	\$3,798.00	%	\$3,798.00
	Prep and Delivery	\$2,800.00	%	\$2,800.00
	Extended warranty 48mo or 4000hr Extended ProCare 48mo or 4000hr	\$12,450.51	%	\$12,450.51

NOTES:

EQUIPMENT WARRANTY AND DELIVERY INFORMATION:

Warranty Type: Sold with standard manufacturer warranty.
Warranty Detail: 36mo or 3000hr Warranty
36mo or 2000hr Case ProCare
or the extended as stated below if purchased

Delivery Method:
Delivery Date:
Delivery Info:

TRADE-IN EQUIPMENT:

Year	Manufacturer	Model	Serial #	Trade-In Allowance
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[TOTALS, TERMS AND CONDITIONS, AND SIGNATURES ON FOLLOWING PAGE]



A. Definitions. Seller is Southeastern Equipment Co. Inc.; Purchaser is the entity denoted above in the box titled purchaser; collectively Seller and Purchaser may be referred to as Parties; Equipment is new or used equipment being purchased by Purchaser; Trade-In Equipment is equipment being sold by Purchaser to Seller in exchange for a credit only applied to this sale; and Agreement is this contract for the sale and Trade-In of equipment between the Parties.

B. Price and Payment. The Purchaser and Seller agree that the Total Amount Due will be finally determined by Seller on the date of Delivery of the Equipment based on the manufacturer invoice plus any surcharges from the manufacturer. Seller hereby does sell, convey and transfer title to Purchaser for Equipment upon full payment of the Balance Due, as calculated pursuant to this Agreement. Purchaser shall remit payment to Seller by cash, check, electronic wire, ACH or other reasonable commercially acceptable method of payment within thirty (30) days of Delivery of Equipment if Purchaser has established line of credit with Seller or immediately upon Delivery of Equipment if no line of credit is established. A finance charge of 1.5% per month (or the maximum amount permitted under applicable state law) will be assessed on all past due balances. All additional taxes or fees owed because of the sale are the responsibility of the Purchaser. **SELLER RETAINS A SECURITY INTEREST IN THE EQUIPMENT UNTIL THE FULL PURCHASE PRICE IS RECEIVED BY SELLER.**

C. Delivery of Equipment. Seller will make Equipment available according to the delivery instructions contained herein. If no instructions are included, the Seller will make Equipment available at the location where the Equipment is located. Purchaser is responsible for all shipping and trucking costs, including loading and unloading, permits and other expenses. Costs may be included in the Total Amount Due if trucking has been predetermined. Any change in delivery location may result in additional charges to be borne by Purchaser. Special order Equipment will be made available once delivery is received by Seller from Equipment supplier. Unless Seller is using Seller's in-house trucking services, Equipment is delivered FOB Seller's location. Seller reserves the right to subcontract or assign Seller's obligation to deliver Equipment. Seller reserves the right to substitute Equipment that is the same year, condition, make, model, within ten (10) hours on the hour meter, and of the same or better configuration without breach of this Agreement or notice.

D. Condition of Equipment. **ALL EQUIPMENT IS SOLD AS IS, WHERE IS UNLESS OTHERWISE STATED IN THIS AGREEMENT. SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS, EXCEPT FOR WARRANTY EXPRESSLY MADE ON THIS AGREEMENT.** Manufacturer warranty does not in itself create a warranty by Seller. Any reference to hour meters on used equipment is for informational purposes only, Purchaser should inspect any used equipment prior to purchase. Purchaser acknowledges warning and responsibility for inspecting all equipment and ensuring equipment meets any and all applicable safety and operational guidelines and laws for use, including the standards set forth in the Federal Occupational Safety and Health Act of 1970, as amended and restated.

E. Trade-In Equipment. If Trade-In Equipment is included on this Agreement, Purchaser hereby bargains, sells and conveys unto Seller the Trade-In Equipment and represents and warrants that Purchaser has marketable title free and clear of any encumbrances, liens, and security interests except to the extent included in the trade payoff number and fully disclosed to Seller. If Trade-In Equipment is not delivered to the Seller prior to delivery of the Equipment to Purchaser, the Trade-In Equipment may be reappraised at the sole discretion of Seller and such reappraisal value shall determine the allowance made for such Trade-In Equipment. In the event the Trade-In Equipment appraisal value is less than the original allowance for said equipment, the Purchaser may terminate this order, however, termination will only be valid if received prior to delivery of Equipment.

F. Limitation of Liability. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, OR USE INCURRED BY PURCHASER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, OR TORT, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF**

Customer PO:

SALES ORDER TOTALS

Total Equipment Price	\$187,560.25
Total Trade-In Allowance	\$0.00
Trade-In Difference	\$187,560.25
Applied Rent	
Carrying Charge	
Fuel, DEF & Other	
Freight/Trucking	
Title and License Fees	
Total Trade Payoff	\$0.00
Total Price Before Tax	\$187,560.25
Sales Tax	
FET Tax	
Total Amount Due	\$187,560.25
Down Payment	
Balance Due	\$187,560.25

OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE RELEVANT EQUIPMENT. Seller shall not be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond Seller's reasonable control ("Force Majeure"). Force Majeure shall include, but are not limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, and labor disputes. In the event delivery of Equipment is delayed more than thirty (30) days because of Force Majeure, Purchaser may cancel all or part of its purchase of Equipment.

G. Miscellaneous. Due to price fluctuations in the market, Seller reserves the right to pass on any price increase or surcharge to the Purchaser and Purchaser agrees to pay it pursuant to the terms set forth in paragraph B. This Agreement constitutes the complete agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, representations, discussions, proposals, literature, and the like written or oral. This Agreement may not be modified or amended except in a writing signed by an authorized representative of the Seller and Purchaser. Use of headings in this Agreement are for convenience only and are not to be construed in the meaning of the instrument. This Agreement may be executed in counterparts and any scan, copy or facsimile will be deemed valid as an original copy. In the event any provision of this Agreement is determined to be unlawful or against public policy and found invalid or unenforceable, the remaining provisions will remain in full force and effect. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent breach. This Agreement, and all matters arising out of or relating to this Agreement, are governed by the laws of the State of Ohio. Any legal action or proceeding relating to this Agreement may only be brought within the jurisdiction of Guernsey County, Ohio.

H. Authority and Understanding. In signing this Sales Order, you represent that you have the authority to sign on behalf of the Purchaser for the purchase of Equipment and disposition of Trade-In Equipment, you have read and fully understand all terms of this Agreement, and you acknowledge receipt of a fully complete and accurate copy of this Agreement and waive notice of the acceptance or rejection of the Purchaser's offer by the Seller.

I. IF CUSTOMER PAYS ANY BALANCE OWED UNDER THIS SALES ORDER USING CREDIT/CHARGE CARD, SOUTHEASTERN RESERVES THE RIGHT TO CHARGE AN ADDITIONAL 3% OF THE TOTAL INVOICE AS A CONVENIENCE FEE WHICH CUSTOMER HEREBY AGREES TO PAY

Accepted for Seller by:

Sign: _____ Date: _____

Print Name: _____

Purchaser (CITY OF LIVONIA):

Sign: _____ Date: _____

Print Name: _____



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Customer PO:	
SALES ORDER TOTALS	
Total Equipment Price	\$187,560.25
Total Trade-In Allowance	\$0.00
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Total Trade Payoff	\$0.00
Total Price Before Tax	\$187,560.25
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FET Tax	
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Down Payment	
Balance Due	\$187,560.25

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Accepted for Seller by:

Sign: _____ Date: _____

Print Name: _____

Purchaser (CITY OF LIVONIA):

Sign: _____ Date: _____

Print Name: _____



ProCare



WARRANTY, MAINTENANCE AND TELEMATICS. ALL OF IT. STANDARD. AND ONLY FROM CASE.

CASE ProCare is the industry's most comprehensive and standard-from-the-factory heavy machine support program that's as powerful as the equipment it protects. Best of all, ProCare comes standard on new CASE wheel loaders, excavators, motor graders and dozers and keeps you covered for up to three years. It's the assurance businesses need to stay competitive, productive and profitable.

SINCE 1842



ProCare

THE MOST COMPLETE HEAVY MACHINE SUPPORT PROGRAM IN THE INDUSTRY.



3-YEAR / 3000-HR.

FULL-MACHINE FACTORY LIMITED WARRANTY*

The ProCare package starts with industry-leading, comprehensive warranty coverage that frees you to use your CASE equipment like it's meant to be used. So don't hold back, go big. We've got you covered.

- + Industry-leading coverage
- + Worry-free ownership



3-YEAR / 2000-HR.

PLANNED MAINTENANCE**

With factory-trained CASE technicians taking care of your scheduled service, you get more than peak performance. You get fixed maintenance costs that help you budget better throughout the life of your machine.

- + Reduced ownership costs
- + Application and technical support
- + Maximized uptime



3-YEAR

ADVANCED SITEWATCH™ SUBSCRIPTION

Break the boundaries of fleet management with Advanced CASE SiteWatch telematics. Get real-time performance metrics, idle-time analytics, scheduled maintenance intervals and programmable security alerts sent to any computer, anytime, anywhere.

- + Machine tracking
- + Maintenance reminders
- + Customized reporting

THE PROCARE COMPETITIVE ADVANTAGE.

	FACTORY WARRANTY	PLANNED MAINTENANCE	TELEMATICS
CASE ProCare	3-yr / 3000-hr Full-Machine	3-yr / 2000-hr Planned Maintenance	3-yr Advanced CASE SiteWatch Subscription
Caterpillar	1-yr Full-Machine	Optional Feature at Additional Cost	5-yr Product Link
Komatsu	1-yr Full-Machine	3-yr / 2000-hr Planned Maintenance	KOMTRAX Included
Deere	1-yr Full-Machine	Optional Feature at Additional Cost	5-yr WorkSight™¹
Volvo	1-yr / 2500-hr Full-Machine	Optional Feature at Additional Cost	4-yr CareTrack telematics

*Any competitors' names, brands and/or logos referred to herein are the trademarks of those respective companies.

**ProCare eligible machines purchased prior to September 1, 2019 receive 3-year/3000-hr planned maintenance coverage.

¹Not available on 75G and 85G Excavators; 204K, 304K, 244J, 324J, and 344K Wheel Loaders; or 950J and 1050J Dozers.

Based on manufacturer published information at the time of print.

CASE ProCare comes standard on new heavy machine orders. See your dealer for availability.



CaseCE.com/ProCare

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Form No. CCE201908PC

Replaces Form No. CCE201902PC

IMPORTANT: CASE Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Availability of some models and equipment builds vary according to the country in which the equipment is used. The illustrations and text may include optional equipment and accessories and may not include all standard equipment. Your CASE dealer/distributor will be able to give you details of the products and their specifications available in your area.



CASE Construction Equipment is biodiesel-friendly.

NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.



Always read the Operator's Manual before operating equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 11, 2024**

Meeting was called to order at 8:26 p.m. by Council President Brandon McCullough.
Present: Jim Jolly, Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, and President Brandon McCullough. Absent: Laura Toy.

Elected and appointed officials present: Lori Miller, City Clerk; Eric Goldstein, Assistant City Attorney; and David Lear, Assistant City Engineer.

Councilmember Jolly led the meeting with the Pledge of Allegiance

13. REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) CASE 2024 WHEEL LOADER MODEL 621XR THROUGH THE SOURCEWELL CONTRACT (FORMERLY NJPA): Public Works Division, re: to be used by the Roads department, from budgeted funds.

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

Councilmember Donovic offered an approving motion for the Regular agenda.

DIRECTION:

APPROVING

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

13.

DPW

February 23, 2024

MEETING DATE

S031124/R032024

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) CASE 2024 WHEEL LOADER MODEL 621XR THROUGH THE SOURCEWELL CONTRACT (FORMERLY NJPA): Public Works Division, re: to be used by the Roads department, from budgeted funds.

BACKGROUND DETAILS

The Roads section of the DPW is seeking to purchase a new Case Wheel Loader Model 621XR to be used primarily for loading trucks with stock materials such as salt, gravel and topsoil, to name a few. This purchase will be made through the Sourcewell contract number RSC008252, an extended purchasing program made available to local governments through the Sourcewell Contract (formerly NJPA) which meets our Finance ordinance. The contract this year was awarded to Southeastern Equipment Co., Inc., 48545 Grand River, Novi, MI 48374.

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

Recommendation to purchase one New Case Wheel Loader Model 621XR to be used by the Roads Department (ID #323) for a cost of \$206,195.27 through the Sourcewell co-op purchasing program, Contract #RSC008252 from Southeastern Equipment Company, 48545 Grand River Ave., Novi, MI 48734, along with the 48-month extended premier warranty package of \$14,200.00, which covers all maintenance for the next 4 years. We have been quoted a trade-in price for our 2009 Case loader (Unit #325) of \$20,000.00. A more than fair price given the age and hours on the older machine, which will reduce the final cost of the unit. The final cost for this unit, including the extended warranty, prep and delivery charges, and trade-in credit is \$200,395.27. Funds have been designated for this purpose in GL# 226-528-987-000.

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

Budget funds in the amount of \$200,395.27 are available in account no. 226-528-987-000

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

\$200,395.27

DETAILED WORK BEING PERFORMED

Purchase

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

\$200,395.27
226-528-987-000

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

Co-op purchase

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.4 of the Livonia Code of Ordinances, as amended since no advantage to the City would result from competitive bidding.

ATTACHMENTS

1. S031124 LTC Req to purch wheel loader
2. LTC-2024 Case Wheel Loader 621XR Roads #323

APPROVED BY



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

Date: February 26, 2024



Don Rohraff, Director of Public Works

Date: February 27, 2024



Michael Slater, Finance Director

Date: February 27, 2024



Maureen Miller Brosnan, Mayor

Date: March 01, 2024

DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION
FLEET MAINTENANCE

GARY T. GARRISON
FLEET MANAGER



JAMES (BUZZ) KIRBY
FLEET MANAGER

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

February 17, 2024

Purchase of One New 2024 Case Wheel Loader Model 621XR to be used by the Roads Section of the DPW. Our assigned city unit number will be #323.

The Roads section is seeking to purchase a new Case Wheel Loader Model 621XR. It will be used primarily for loading trucks with stock materials such as salt, gravel, and topsoil to name a few. These products are used in a variety of projects normally performed by the DPW.

I am recommending we purchase this loader from Southeastern Equipment Company, 48545 Grand River Ave, Novi, MI 48734. If approved this purchase will be made through Sourcewell, Contract Number RSC008252. This meets our financial ordinance for purchasing and provides us with the best possible pricing. The savings discount of 29% is shown in the quote. The after-discount price is \$196,537.94. Plus, delivery and prep charges of \$9,657.33 for a total of \$206,195.27.

Along with this purchase I'm recommending we have the extended premier warranty for 48 months or 4000 hrs. This is the extended Case ProCare for \$14,200.00. This covers all maintenance for this period.

We have been quoted a trade in price for our 2009 Case loader unit #325 of \$20,000.00. This is a fair price and I recommend we accept this quote.

The total cost for this unit with the extended warranty and trade in will be \$200,395.27. This purchase will be made using approved budgeted funds in account 226-528-987-000

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

Gary T. Garrison
Fleet Manager



SOURCEWELL SALES ORDER

DATE: JANUARY 10, 2024

SALESPERSON: CALEB CHRISTNER /
ACCOUNT #: 758175
COUNTY: WAYNE
Sourcewell Contract #: RSC008252

CUSTOMER CONTACT: GARY GARRISON
PO # (IF APPLICABLE):
SHIP TO (IF APPLICABLE):

PURCHASER:

CITY OF LIVONIA
13405 SURREY ST
LIVONIA, MI 48150
P: 734-466-2641

SELLING BRANCH:

48545 Grand River, Novi, MI 48374
Branch: (248) 349-9922

FINANCE INFORMATION:

Financed by:
Rate:
Term:

EQUIPMENT PURCHASED:

Eq #/ Serial #/ Item #	Product Notes	List Price	Discount %	NJPA Total Price
27467PO-13656	2024 CASE CE 621G2 XR 621G2 XR T4F -621G2 XR T4F - 734145 -Quick Pick 1 - D LR 1906 424224 -4-speed Transmission 782122 -Limited Slip Differentials 482585 -Cooling System w/Reversing Fan 734152 -Enhanced Cab Comfort 734154 -Enhanced Visibility Bundle 782441 -Standard Hydraulic Steering 734054 -Joystick with 1 Aux Function 782510 -Standard Fenders w/LH/RH Steps 482595 -No Tire Brand Preference 9420438 -20.5R25 L2 Radial (3 pc rim) 424248 -3.0 cu. yd. w/CNH Coupler(JRB) 424911 -Locking Hydraulic for Coupler 482105 -English Literature 424223 -Ejector Type Precleaner 482322 -Cold Weather package 782503 -Ride Control 734596 -Transport Protection	\$276,814.00	29%	\$196,537.94
	Freight from Manufacturer	\$5,177.00	%	\$5,177.00
	Delivery to customer	\$800.00	%	\$800.00
	Pre-delivery and prep	\$3,680.33	%	\$3,680.33
	48mo/4000hr extended premier warranty 48mo/4000hr extended CASE ProCare	\$14,200.00	%	\$14,200.00

NOTES:

EQUIPMENT WARRANTY AND DELIVERY INFORMATION:

Warranty Type: Sold with standard manufacturer warranty.
Warranty Detail: 36mo/3000hr Warranty
36mo/2000hr CASE ProCare

Delivery Method:
Delivery Date:
Delivery Info:



TRADE-IN EQUIPMENT:

Year	Manufacturer	Model	Serial #	Trade-In Allowance
2009	CASE CE	621E	N9F206890	\$20,000.00

[TOTALS, TERMS AND CONDITIONS, AND SIGNATURES ON FOLLOWING PAGE]



LETTER TO THE LIVONIA CITY COUNCIL

18.

Law
March 5, 2024

MEETING DATE

R032024

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

ACCEPTANCE OF GRANT OF EASEMENT: Department of Law, re: for a public utility easement from R & E Landscaping and Constructing, LLC, located in the Southwest 1/4 of Section 28. Parcel ID #46-111-03-0010-000.

BACKGROUND DETAILS

We are transmitting for Council acceptance of a Grant of Easement, from R & E Landscaping and Constructing, LLC, for public utility easement in the Southwest 1/4 of Section 28, in connection with the water main constructed at 34430 Rosati Drive.

This document, recently received from the Engineering Division, has been approved as to form by the Department of Law and the legal description approved by the Engineering Division. A map prepared by the Engineering Division is attached indicating the location of the proposed subject conveyance.

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 March 5, 2024, approved for submission by the Mayor, transmitting for Council acceptance of a Grant of Easement from R & E Landscaping and Constructing, LLC, executed by Ronald Emling, Its Owner/Operator, for a public utility easement in connection with the construction of a water main at 34430 Rosati Drive in the Southwest 1/4 of Section 28, more particularly described as:

Water Main Easement

Part of Lot 10, of "Rosati Industrial Park", a subdivision of part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, as recorded in Liber 122 of Plats on Pages 63-66 of Wayne County Records, being more particularly described as: commencing at the Southwest corner of said Lot 10, thence N 01°43'31" E 10.00 feet along the West line of said Lot 10 to the Point of Beginning; thence continuing along said Lot 10 N 01°43'31" E 6.00 feet; thence S 88°16'29" E 12.00 feet; thence S 01°43'31" W running parallel with the West lot line of said Lot 10 6.85 feet; thence along the arc of a non-tangential curve to the left 12.04 feet, having a radius of 85.00 feet, a central angle of 8°06'57", a chord bearing N 84°13'09" W 12.03 feet to the Point of Beginning.

See Attached Water Main Easement Sketch

The Council does hereby, for and on behalf of the City of Livonia, accept the aforesaid Grant of Easement and the City Clerk is hereby requested to have the same recorded in the Office of the Register of Deeds and to do all other things necessary or incidental to fulfill the purpose of this resolution.

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

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)

\$1.00

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):

ATTACHMENTS

None

APPROVED BY



Paul Bernier, City Attorney

Date: March 05, 2024



Maureen Miller Brosnan, Mayor

Date: March 08, 2024



LETTER TO THE LIVONIA CITY COUNCIL

19.

Law
March 13, 2024

MEETING DATE

R032024

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

REQUEST TO APPROVE OR DENY SETTLEMENT: Department of Law, re: for the remaining seven claims for Donald and Dina Croskey, et al v City of Livonia; Wayne County Circuit Court Case No. 22-011590-NZ.

BACKGROUND DETAILS

Please be advised that the attorneys for the parties in the above-subject case have agreed, subject to City Council approval, to resolve the remaining 7 individual claims. Assuming that you concur, the City of Livonia will authorize an amount not to exceed \$129,000 to resolve these claims brought against the City.

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 March 13, 2024, approved for submission by the Mayor, THE COUNCIL DOES HEREBY AUTHORIZE THE DEPARTMENT OF LAW TO RESOLVE THE REMAINING 7 INDIVIDUAL CLAIMS BROUGHT ON BEHALF OF DONALD AND DINA CROSKEY, ET AL; Wayne County Circuit Court Case No. 22-011590-NZ; IN AN AMOUNT NOT TO EXCEED \$129,000.00, and the Department of Law is hereby authorized to do all things necessary or incidental to the full performance of this resolution.

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)

DETAILED WORK BEING PERFORMED

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

\$129,000

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):

ATTACHMENTS

None

APPROVED BY



Date: March 15, 2024

Paul Bernier, City Attorney



Date: March 15, 2024

Maureen Miller Brosnan, Mayor



LETTER TO THE LIVONIA CITY COUNCIL

20.

Law
March 15, 2024

MEETING DATE

R032024

PREPARED BY

Carol Driskill, Legal Stenographer II,

AGENDA ITEM

REQUEST TO APPROVE OFFER TO PURCHASE REAL ESTATE FROM LIVONIA PUBLIC SCHOOLS: Department of Law, re: in the amount of \$415,000, to serve as the site for the new City of Livonia Senior Center, from the unexpended fund balance of the Senior Center Construction Fund (418).

BACKGROUND DETAILS

For some time now, Council members and the Administration have informally discussed the topic of how best to align the City of Livonia Senior Center with Livonia Vision 21. The Senior Center Work Group determined that the best solution involved acquiring the subject property, 4.15 acres immediately east of the Jack E. Kirksey Recreation Center, from Livonia Public Schools. There being some ambiguity about the precise size of the intended purchase, the City commissioned an appraisal of the value of the property per acre. The City's appraiser came up with a \$90,000 per acre price, while the Schools' property valuation expert found a range of \$110,000 - \$140,000. The Schools offered – and the City accepted – a price of \$100,000 per acre as a compromise.

It is respectfully requested that the City Council authorize the Offer to Purchase Real Estate between the City of Livonia and Livonia Public Schools in the amount of \$415,000, and that Council authorize an additional appropriation and expenditure of \$415,000 from the unexpended fund balance of the Senior Center Construction Fund (418).

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

RESOLVED, that having considered the report and recommendation of the Department of Law, dated March 15, 2024, which bears the signature of the Director of Finance and is approved for submission by the Mayor, to which is attached a proposed Offer to Purchase Real Estate regarding the purchase of vacant real property located on the south side of Five Mile Road between Farmington Road and Merriman Road, THE COUNCIL DOES HEREBY APPROVE THE PROPOSED OFFER TO PURCHASE REAL ESTATE, IN THE MANNER AND FORM HEREIN SUBMITTED, BETWEEN THE CITY OF LIVONIA, AS PURCHASER, AND THE LIVONIA PUBLIC SCHOOLS, AS SELLER, AND HEREBY AUTHORIZES THE DEPARTMENT OF LAW TO ACQUIRE SAID PROPERTY, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Land situated in the City of Livonia, Wayne County, Michigan, described as follows:

LOTS 19 THRU 26, INCLUSIVE, EXCEPT THE NORTH 35.00 FEET THEREOF,

ALSO PART OF LOTS 18 AND 190, AND LOTS 191 THRU 208, INCLUSIVE, AND LOTS 209 THRU 227, INCLUSIVE, ALSO ALL ADJACENT STREETS AND ALLEYS IN "LIVONIA PARK SUB." OF N.W. ¼ OF N.E. ¼ OF SECTION 22, T.01S., R.09E., LIVONIA TOWNSHIP (NOW CITY OF LIVONIA) WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 51, PAGE 92, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS: BEGINNING S00°01'50"E 88.00 FEET AND S89°45'00"E 665.12 MEASURED (664.55 FEET RECORD) FROM THE NORTH ¼ CORNER OF SAID SECTION 22; THENCE CONTINUING S89°45'00"E 201.000 FEET; THENCE S00°07'20"E 900.00 FEET; THENCE NB89°45'00"W 200.96 FEET; THENCE N00°07' 45"W MEASURED 900.00 FEET (N00°09'29 RECORD) TO THE POINT OF BEGINNING. CONTAINING 180,846 SQUARE FEET, OR 4.15 ACRES, MORE OR LESS.

Sidwell No: a portion of 46-085-02-0001-001

FURTHER, the Council does hereby authorize an additional appropriation and expenditure in an amount not to exceed \$415,000.00 from the unexpended fund balance of the Senior Center Construction Fund (418) for this purpose.

BE IT FURTHER RESOLVED that the Department of Law is hereby requested to prepare and place in proper form such legal documents as may be necessary to consummate this transaction; and the Mayor and City Clerk are hereby authorized for and on behalf of the City of Livonia to execute the aforesaid Offer to Purchase Real Estate and to do all other things necessary or incidental to the full performance of this resolution.

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

4.15 acres of real estate adjoining the Jack E. Kirksey Recreation Center

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

It is respectfully requested that the City Council authorize the Offer to Purchase Real Estate between the City of Livonia and Livonia Public Schools in the amount of \$415,000, and that Council authorize an additional appropriation and expenditure of \$415,000 from the unexpended fund balance of the Senior Center Construction Fund (418).

DETAILED WORK BEING PERFORMED

N/A

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

Authorize an additional appropriation and expenditure in the amount of \$415,000 from the unexpended fund balance of the Senior Center Construction Fund (418).

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

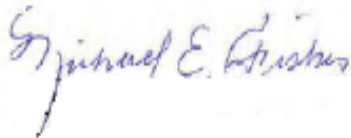
N/A

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

ATTACHMENTS

1. Attachment 1 - Offer to Purchase Real Estate
2. Attachment 2 - City of Livonia Appraisal Report
3. Attachment 3 - Email Communication June 13, 2023
4. Attachment 4 - Certificate of Survey

APPROVED BY



Mike Fisher, Chief Assistant City Attorney

Date: March 18, 2024



Michael Slater, Finance Director

Date: March 18, 2024



Maureen Miller Brosnan, Mayor

Date: March 18, 2024

ATTACHMENT 1

**OFFER TO PURCHASE REAL ESTATE
W/EXHIBITS**

OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED, the CITY OF LIVONIA ("Purchaser"), hereby offers and agrees to purchase from LIVONIA PUBLIC SCHOOLS ("Seller") the following vacant real property situated in the City of Livonia, Wayne County, Michigan, described as follows:

4.15 +/- acres of 17.12 +/- acres of vacant land, being a portion of the property formerly known as Bentley High School, located on the south side of Five Mile Road between Farmington Road and Merriman Road, a portion of Sidwell Number 46-085-02-0001-001, subject to survey in accordance with Paragraph 2 below, more particularly described and depicted on **Exhibit A** attached hereto (the "Premises"),

together with all improvements and appurtenances, if any, now on the Premises, subject to existing building and use restrictions, and easements, if any, and zoning ordinances upon the following conditions:

THE SALE TO BE CONSUMMATED BY CASH SALE: Delivery of the Warranty Deed attached hereto and marked as **Exhibit B** conveying marketable title at Closing to the Premises. The purchase price for the Premises shall be the sum of One Hundred Thousand and 00/100 (\$100,000.00) Dollars per acre and prorated for partial acres, subject to Survey as provided for in Paragraph 2 below (the "Purchase Price") payable by Purchaser at Closing in cash, certified check, or direct wire transfer at the option of Seller.

2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible with a Commitment for Title Insurance with the standard exceptions (the "Commitment"), issued by First American Title Insurance Company (the "Title Company") in an amount not less than the Purchase Price bearing date later than the acceptance hereof with policy pursuant thereto to be issued insuring Purchaser. Additionally, Purchaser shall be required to obtain an ALTA survey, at its sole cost and expense, sufficient to obtain the Lot Split shown in **Exhibit A** and outlined in Paragraph 10(D) below, which accurately describes and reflects the Premises ("Survey") within ninety (90) days of the Date of this Offer and, if desired, verify that said Survey is sufficient to allow the Title Company to issue a Commitment without said standard exceptions. Once said Survey is obtained by Purchaser and reviewed and accepted by Seller, the legal description in the Survey shall update **Exhibit A**, the legal description of the Premises. The Survey shall be certified to the Seller, the Purchaser and the Title Company. Upon Closing, Seller shall pay for and order a title insurance policy consistent with the Commitment which Seller shall have updated to the date of Closing.

3. In the event of default of the terms and conditions of this Offer by the Purchaser hereunder, the Seller may, at its option, elect to enforce the terms hereof by specific performance or declare a breach hereunder, terminate this Offer and retain the Earnest Money Deposit as liquidated damages.

4. In the event of default of the terms and conditions of this Offer by the Seller hereunder, the Purchaser may, at its option, elect to enforce the terms hereof by specific performance or demand,

and be entitled to, an immediate refund of its entire Earnest Money Deposit in full termination of this Offer.

5. If written objection to the title Commitment and Survey is made within ten (10) days of delivery of the title Commitment and Survey, that the Commitment or Survey is not in the condition required for performance hereunder, the Seller shall have thirty (30) days from the date it receives notice in writing of the particular defects claimed either to: (1) remedy the title Commitment and/or Survey defects set forth in said written notice, although Seller shall have no obligation to cure or to obtain insurance over such defects; or (2) refund the Earnest Money Deposit in full termination of this Offer. Notwithstanding the above, Purchaser may, at any time during the thirty (30) day cure period, waive the conditions of this Paragraph 5 and accept the title in its "As Is" condition. If the Seller is able to remedy such defects within the time specified as evidenced by written notification, a revised Commitment or endorsement to the Commitment, the Purchaser agrees to complete the sale in accordance with the Closing date set forth in Paragraph 12.

6. All special assessments which have been levied and due and payable upon the Premises as of the Date of this Offer shall be paid by the Seller. All special assessments which are levied and due and payable after the Date of this Offer shall be paid by the Purchaser. All real property taxes on the Premises shall be prorated and adjusted as of the date of Closing in accordance with DUE DATE basis of the municipality or taxing unit in which the Premises is located, under the assumptions that taxes are paid in advance and that summer and winter taxes are due and payable July 1 and December 1 respectively. Water and other utility bills shall be prorated and adjusted as of the date of Closing. The Seller shall be responsible for the payment of any applicable transfer taxes associated with this transaction and the Purchaser shall be responsible for all applicable recording fees, including, but not limited to, the fees required for recording the Warranty Deed. All other Closing costs will be split equally between Purchaser and Seller and reflected on the final Closing Statement.

7. It is understood that this Offer is irrevocable for forty-five (45) days from the date hereof. If this Offer is accepted by the Seller, the Purchaser agrees to complete the purchase of the Premises within the time indicated in Paragraph 12.

8. Within three (3) business days of the Date of this Offer, Purchaser shall deposit the sum of Twenty Five Thousand and 00/100 (\$25,000.00) Dollars (the "Earnest Money Deposit") to be held by the Seller and applied to the Purchase Price if the sale is consummated. The Seller shall not be responsible to the Purchaser for any interest associated with the subject Earnest Money Deposit.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

10. This Offer and all of Purchaser's obligations hereunder are contingent upon all of the following:

A. Purchaser's satisfaction with the Premises following Purchaser's testing, analysis, inspection and evaluation of the Premises ("Purchaser's Evaluations"). Purchaser shall have ninety (90) days after the Date of this Offer ("Inspection Period") in which to conduct such investigations, evaluations and testing of the Premises (both above ground and below ground)

as Purchaser deems appropriate in order to determine if the Premises are satisfactory and suitable for Purchaser's intended use and enjoyment. Purchaser's Evaluations may include, but shall not be limited to: (i) a physical inspection of all aspects of the Premises; (ii) an environmental analysis and investigation of the Premises; (iii) an analysis of the availability of any federal, state or local tax abatements or property tax reductions for the Premises; (iv) a verification that there are no existing special assessments affecting the Premises; (v) investigating the availability and condition of utility and sewage services and systems including, but not limited to, gas, water, electricity, sanitary sewer, storm sewer and telephone services and systems; (vi) making soil tests, borings and other engineering, environmental and architectural tests and evaluations; (vii) reviewing and analyzing all applicable building and use restrictions, zoning ordinances, building codes and all other federal, state and local statutes, codes, ordinances, rules and regulations relating to the ownership, development or use of the Premises; and (viii) analyzing the results of any survey. Upon completion of Purchaser's Evaluations, Purchaser shall, at its sole cost and expense, restore the Premises to a condition as good as its condition prior to such Evaluations. During the term of the Inspection Period and at all times prior to Closing, Purchaser, its employees, agents, representatives, engineers, inspectors and surveyors (collectively "Representatives"), shall have the right of access to the Premises at all times for the purposes of performing Purchaser's Evaluations provided Purchaser has executed the attached Release and marked as **Exhibit C** and obtained such a Release from its Representatives. Each party hereto agrees to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors, subcontractors, consultants, Representatives or agents. This provision shall not be construed as a waiver of any governmental immunity by the Seller or Purchaser or any of their agencies, or employees, as provided by statute or modified by court decisions.

B. In the event that Purchaser is dissatisfied with the results of Purchaser's Evaluations and Purchaser has notified Seller in writing prior to the expiration of said Inspection Period, Purchaser shall have the option to rescind and terminate this Offer and Seller shall return all of Purchaser's Earnest Money Deposit paid as of that time, provided that Purchaser delivers to the Seller, free of charge, a copy of, in both electronic and hard copy formats, any and all documents, engineering plans, construction drawings, reports, assessments, surveys or site plans and any other work product prepared by, or on behalf of, Purchaser in accordance with this Paragraph 10 or for the development of the Premises (the "Documents") and shall represent and warrant to the Seller that upon delivery of the Documents that the Documents are assigned to Seller and/or the Seller has permission from any and all other preparers of the Documents, to use the same in connection with the Premises. All of Purchaser's Evaluations shall be performed at the Purchaser's sole cost and expense. At any time during the Inspection Period, Purchaser may elect to purchase the Premises for the Purchase Price, less the Earnest Money Deposit, by notifying the Seller in writing, and the Closing shall take place in accordance with Paragraph 12.

C. PURCHASER ACKNOWLEDGES THAT ONCE THE INSPECTION PERIOD EXPIRES PURCHASER HAS ACCEPTED THE PREMISES PURSUANT TO THIS PARAGRAPH AND PURCHASER TAKES THE PREMISES "AS IS". EXCEPT AS PROVIDED IN PARAGRAPHS 11 AND 12 BELOW, SELLER HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO, EXTERIOR (E.G., SOIL, SURFACE WATER AND GROUNDWATER) CONDITIONS OF THE PREMISES, EASEMENTS, BUILDING AND

USE RESTRICTIONS, AVAILABILITY OF UTILITIES, OR ANY OTHER MATTER CONTEMPLATED IN THIS PARAGRAPH 10, AND THAT PURCHASER ASSUMES ALL RESPONSIBILITY FOR ANY INJURIES, CONDITIONS OR DAMAGES CAUSED BY ANY SUCH MATTERS UPON TRANSFER OF TITLE. EXCEPT AS SPECIFICALLY PROVIDED IN THIS OFFER, UPON CLOSING, PURCHASER WAIVES AND RELEASES SELLER FROM ALL CLAIMS OR CAUSES OF ACTION THAT PURCHASER MAY NOW OR HEREAFTER HAVE, KNOWN OR UNKNOWN, AGAINST SELLER RELATING TO THE PREMISES, THIS OFFER OR ARISING UNDER ANY FEDERAL, STATE, OR LOCAL LAW, REGULATION, ORDINANCE, OR CODE THAT RELATES TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES.

D. On or before the expiration of the Inspection Period, Purchaser, at its sole cost and expense, shall be obligated to obtain a new Sidwell number for the Premises and shall obtain lot split approval from the City of Livonia's Assessor to separate the Premises from its larger parent parcel (Sidwell No: 46-085-02-0001-001), which contains a total 17.12 +/- acres, all as confirmed by the Survey required in paragraph 2, at or prior to closing.

11. Seller represents and warrants that to the best of its present knowledge there are no judicial or administrative proceedings pending or threatened against the Premises and Seller is not aware of any facts which might result in any action, suit or other proceedings.

12. If this Offer is accepted by Seller and if Title can be conveyed in the condition required within this Offer, Purchaser agrees to complete the sale and close within ten (10) days of the later of the satisfaction of the conditions listed in Paragraph 10 of this Offer or delivery of the title Commitment to Purchaser (the "Closing"). By the execution of this instrument the Purchaser acknowledges the receipt of a copy of this Offer. The Closing of this sale shall take place at the office of Clark Hill PLC, or as otherwise agreed to by the parties.

13. Purchaser shall be and remain responsible for any claims, suits, damages, costs, injuries, losses, and expenses resulting and arising from and out of Purchaser's or its officers, directors, Representatives, agents and/or employees' negligent occupancy, possession, use, evaluation and ownership of the Premises herein during the time this Offer is in existence except for such matters arising from the acts of negligence of Seller or Seller's agents and employees. This provision shall not be construed as a waiver of any governmental immunity by the Seller or Purchaser or any of their agencies, or employees, as provided by statute or modified by court decisions.

14. Seller and Purchaser each acknowledge that that no broker or real estate agency is involved in the negotiation or consummation of this transaction. Each party warrants and represents to the other that it is not obligated to pay any fee or commission to any broker or real estate agency in the negotiation or consummation of this transaction. To the extent permitted by law, each party agrees to indemnify and defend the other and hold the other harmless from any expense, claim or cause of action arising out of the breach of the foregoing warranty. This hold harmless provision shall not be construed as a waiver of any governmental immunity by the Seller or Purchaser or any of their agencies, or employees, as provided by statute or modified by court decisions.

15. From and after the Date of this Offer, Purchaser shall not initiate a zoning change or other proceeding affecting the Premises or do anything else which may tend to jeopardize or lessen Seller's interest in or the condition of the Premises without first obtaining prior written consent from Seller. If Seller approves of any such zoning change or proceeding affecting the Premises, Purchaser shall keep Seller informed of the progress of any such zoning change or proceeding and supply Seller with copies of any and all relevant approvals and documents applicable to such zoning change and/or proceeding.
16. For the purposes of the transaction contemplated by this Offer, the "Date of this Offer" is the date of acknowledgment of the signature of the last party to sign this Offer. Once the Seller accepts Purchaser's Offer, this Offer To Purchase Real Estate shall hereinafter be referred to as the "Offer."
17. Whenever in this Offer it is provided that notice must be given or an act performed or payment made on a certain date, and if such date falls on a Saturday, Sunday or holiday, the date of the notice of performance or payment shall be the next following business day.
18. No waiver of any of the provisions of this Offer shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
19. This Offer shall be governed by and construed in accordance with the laws of the State of Michigan regardless of whether any party may or hereafter become domiciled in another state. Venue shall be Wayne County, Michigan.
20. Purchaser shall not assign its rights or obligations under this Offer, without Seller's advance written consent, which consent is discretionary in Seller solely.
21. This Offer may be executed in one or more counterparts, all of which together will for all purposes constitute one agreement binding upon the parties.
22. This Offer along with all attachments constitutes the entire agreement of the parties regarding the subject matter herein and supersedes and terminates any and all prior or contemporaneous agreements, representations, understandings or dealings between the parties, either oral or written. This Offer may be amended only by a writing signed by the parties.
23. Notwithstanding anything contained herein to the contrary, Purchaser, at its sole cost and expense, shall be obligated to develop and use the Premises in accordance with the planned use and concept attached hereto and made a part hereof as **Exhibit D** (the "Concept Plan"). These obligations of Purchaser shall survive the Closing. If the Concept Plan is modified substantially by the Purchaser, the Seller shall have a right to approve the modified concept plan or terminate this Offer and retain the Earnest Money Deposit.
24. Seller acknowledges receipt from the Purchaser of the Earnest Money Deposit above mentioned which will be returned forthwith if the foregoing Offer is not accepted within the time above set forth.

**PURCHASER:
CITY OF LIVONIA**

By: _____

Its: _____

Date: _____

**SELLER:
LIVONIA PUBLIC SCHOOLS**

By: _____
Andrea Oquist

Its: Superintendent

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

(See Depiction of the Premises attached hereto)

Land situated in the City of Livonia, Wayne County, Michigan, described as follows:

4.15 +/- acres of 17.12 +/- acres of vacant land, being a portion of the property formerly known as Bentley High School, located on the south side of Five Mile Road between Farmington Road and Merriman Road, a portion of Sidwell Number 46-085-02-0001-001, subject to Survey in accordance with Paragraph 2 of the Offer.

The entire 17.12 +/- acre site is legally described as follows:

LOTS 1 THRU 26 INCL EXC THE N 35 FT THEREOF ALSO LOTS 183 THRU 286 INCL ALSO ALL ADJ VAC STS AND ALLEYS LIVONIA PARK SUB T1S R9E L51 P92 WCR MORE PARTICULARLY DESC AS BEG S 00D 01M 50S E 88.00 FT AND S 89D 45M 00S E 664.55 FT FROM N 1/4 COR SEC 22 PROC TH S 89D 45M 00S E 621.00 FT TH S 00D 06M 10S E 1204.08 FT TH N 89D 14M 11S W 620.90 FT TH N 00D 09M 29S W 1199.18 FT TO POB

Sidwell No: A portion of 46-085-02-0001-001

EXHIBIT B

WARRANTY DEED

This Indenture made the ____ day of _____, 20____ between LIVONIA PUBLIC SCHOOLS (hereinafter called the "Grantor"), whose address is 15125 Farmington Road, Livonia, Michigan 48154, and the CITY OF LIVONIA (hereinafter called Grantee"), whose address is 33000 Civic Center Drive, Livonia, Michigan 48154. The Grantor hereby conveys and warrants to the Grantee the following described premises situated in the City of Livonia, Wayne County, Michigan, described as:

4.15 +/- acres of 17.12 +/- acres of vacant land, being a portion of the property formerly known as Bentley High School, located on the south side of Five Mile Road between Farmington Road and Merriman Road, a portion of Sidwell Number 46-085-02-0001-001, subject to Survey in accordance with Paragraph 2 of the Offer

Together with all tenements, hereditaments, appurtenances and improvements thereunto belonging or in any way appertaining for the sum of _____ and 00/100 (\$_____.00) Dollars paid to the Grantor.

Subject to:

1. Easements and building and use restrictions, if any;
2. Rights of the public, and any governmental authority in any part of the land taken, deeded, or used as a street, road or highway; and
3. Restrictions imposed by zoning ordinances or as part of a general plan.

Grantor grants to Grantee the right to make all applicable divisions under Section 108 of the Michigan Land Division Act, being Act No. 288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

GRANTOR:

LIVONIA PUBLIC SCHOOLS

By: _____

Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

On ____ day of _____, 20__, before me, the undersigned notary public in and for said County, personally appeared _____, _____ of Livonia Public Schools, to me known to be the same person who executed the within instrument on behalf of Livonia Public Schools, and who acknowledges the same to be the free act and deed of Livonia Public Schools.

_____, Notary Public
County, Michigan
Acting in _____ County
My commission expires: _____

This Instrument Drafted By:

Dana L. Abrahams, Esq.
CLARK HILL PLC
220 Park Street., Suite 200
Birmingham, MI 48009

When Recorded Return to:

Grantee

Recording Fee: _____

Transfer Tax: ***Exempt pursuant to MCLA 207.505(h)(i) and 207.526(h)(i)***

A portion of Sidwell No: 46-085-02-0001-001

EXHIBIT C

RELEASE AND HOLD HARMLESS

The undersigned, in consideration of the permission of LIVONIA PUBLIC SCHOOLS (“Owner”) to enter upon the Premises owned by the Owner for purposes of inspecting the subject Premises in the furtherance of the undersigned’s relationship with any prospective purchaser of real property of the Owner, does hereby release and hold the Owner harmless from any and all damages, losses, liabilities, expenses, costs (including attorney fees) and claims incurred by the undersigned resulting in any way from the undersigned’s entering upon and inspecting any real property owned by the Owner except as may arise from the acts or omissions of Owner or Owner’s agents or employees.

WITNESSES:

EXHIBIT D

PURCHASER'S CONCEPT PLAN

Purchaser intends to use the Premises as a Parking Lot for its new Senior Center

ATTACHMENT 2

CITY OF LIVONIA APPRAISAL REPORT

APPRAISAL REPORT

PREPARED BY

John R. Widmer, Jr., MAI
FROHM & WIDMER, INC.
33966 West 8 Mile Road, Suite 108
Farmington Hills, Michigan 48335

APPRAISAL OF

Livonia Recreation Center - Proposed Land Division
Livonia Public Schools (Parcel 46-085-02-0001-001)
15100 Hubbard Street, Livonia, Michigan 48154

PREPARED FOR

City of Livonia
% Ms. Linda Gosselin, Assessor
33000 Civic Center Drive
Livonia, Michigan 48154

DATE OF APPRAISAL

May 10, 2023

EFFECTIVE DATE OF FEE SIMPLE MARKET VALUE

May 10, 2023



May 10, 2023

City of Livonia

% Ms. Linda Gosselin, Assessor
33000 Civic Center Drive
Livonia, Michigan 48154

RE: Appraisal Report
Livonia Recreation Center - Proposed Land Division
15100 Hubbard Street, Livonia, Michigan 48154
Part of Livonia Public Schools (LPS) Parcel No. 46-085-02-0001-001

Frohm & Widmer, Inc. File No. 23-26C

Dear Ms. Gosselin:

Corresponding with your request, I have prepared an Appraisal Report for the above described property. The reported market value conclusion is expressed in terms equivalent to cash, and contemplates ownership in fee simple estate. Pertinent definitions used in the valuation process are supplied in the accompanying Appraisal Report.

The subject was observed on May 10, 2023, and this appraisal will be used relative to establishing market value for a portion of a parcel of land owned by LPS. This larger parcel is located along the south side of West 5 Mile Road, midway between Farmington Road to the west and Merriman Road to the east. The larger site is part of what was formerly Livonia Bentley High School, with the subject's parent parcel improved with an athletic field. The parent parcel includes a total of ± 17.14 acres and lies adjacent to the east of the Jack E. Kirksey Livonia Community Recreation Center (Livonia Rec Center), commonly addressed 15100 Hubbard Street. There has been no final determination of land area that will become part of the Rec Center parcel, although preliminary plans are targeting an approximate 4.0 acre site within the northwest corner of the larger LPS parcel. More detailed physical and economic data pertaining to the subject property is supplied in the accompanying appraisal.

John R. Widmer, Jr., MAI has observed the subject and all comparables relied upon in this appraisal, and personally made the necessary investigations and analyses pertinent to this appraisal problem. The accompanying report details the method of the appraisal together with data gathered during my investigations. I certify that I have no past, present, or contemplated interest in the subject, and neither my employment nor fee is dependent upon the value estimate reported.

This appraisal has been prepared in conformity with Standard Rule 2-2(a) of the **Uniform Standards of Professional Appraisal Practice (USPAP) 2020-2021 Edition**, as extended through December 31, 2023 by the **Appraisal Foundation**. This Appraisal Report also complies with all Code of Professional Ethics and Standards of Professional Appraisal Practice of the **Appraisal Institute**. As stipulated by Michigan law, *“appraisers are to be licensed/certified and are regulated by the Michigan Department of Licensing and Regulatory Affairs, P.O. Box 30018, Lansing, Michigan 48909”*. John R. Widmer, Jr., MAI is licensed in the state of Michigan as a certified general appraiser.

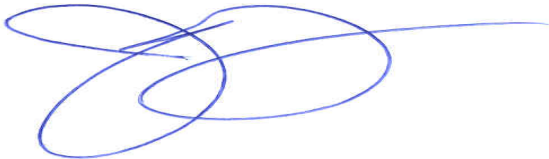
After a thorough analysis of all pertinent data and information, and subject to the extraordinary assumptions, hypothetical conditions and standard limiting conditions presented herein, the following fee simple market value on a price per acre basis applies:

Market Value (\$/Acre), effective May 10, 2023. \$90,000

This letter of transmittal is not an appraisal, but is part of the accompanying Appraisal Report, which reveals the data used and methods applied in estimating market value. The above opinion is subject to the assumptions and limiting conditions contained herein. I am available to answer any questions you may have regarding the contents or methods employed in this appraisal. If further assistance is required, please call at your convenience.

Respectfully submitted,

FROHM & WIDMER, INC.

A handwritten signature in blue ink, consisting of a stylized 'J' and 'W' intertwined, followed by a horizontal line.

John R. Widmer, Jr., MAI
Certified General Appraiser No. 1205000280
jwidmer@frohmwidmer.com
Direct line: 248-471-6767 ext. 11

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Addendum:

Vacant Land Sales

Appraiser's Qualifications

INTRODUCTION: The subject of this appraisal report includes a proposed land division of the larger Livonia Public School (LPS) parcel of land, as illustrated below:



The above exhibit illustrates the Jack E. Kirksey Livonia Community Recreation Center (Livonia Rec Center) parcel at the left and the ± 17.14 acres of LPS land at the right. The LPS site runs from West 5 Mile Road at the north to Jamison Street at the south, with a total parcel depth of $\pm 1,200$ feet along the west side of Berwick Street. Total frontage along West 5 Mile Road is ± 621 feet, while there is ± 620 feet along the north side of Jamison Street. This appraisal will be used relative to establishing market value for a ± 4.0 acre portion of the LPS parcel, located in the northwest corner of the larger site. According to the City of Livonia Planning Commission Director (Mr. Mark Taormina), the illustrated division is not yet final. As such, this appraisal will establish unit pricing per acre, which can then be applied to the final land division site area, which will be used by the city of Livonia for a new Senior Center.

Introduction - continued:



LOOKING EAST ALONG WEST 5 MILE
ROAD FROM LPS PARCEL NORTHWEST
CORNER



LOOKING WEST ALONG WEST 5 MILE
ROAD FROM LPS PARCEL NORTHWEST
CORNER



LOOKING SOUTH ALONG BERWICK
STREET FROM WEST 5 MILE ROAD, LPS
PARCEL AT RIGHT IN PHOTO

Introduction - continued:



LOOKING WEST ALONG JAMISON
STREET FROM BERWICK STREET, LPS
SITE AT RIGHT IN PHOTO



LOOKING SOUTHEAST AT PROPOSED
LAND DIVISION FROM WEST 5 MILE
ROAD



LOOKING NORTH AT PROPOSED LAND
DIVISION FROM LIVONIA REC CENTER
PARKING LOT

CLIENT/INTENDED USER: The client and intended user of this Appraisal Report is:

City of Livonia
33000 Civic Center Drive
Livonia, Michigan 48154

This report is intended for use by the above identified party and ultimately the LPS may rely upon or use this Appraisal Report. Use of this report by others is not intended by the appraiser.

INTENDED USE OF APPRAISAL REPORT: This report will establish fee simple market value of the proposed land division. As there has been no final survey prepared for the proposed land division, market value will be reported on the basis of price per acre of land. The client and intended users then can apply established unit pricing once a final land area is established for the proposed land division.

COMPETENCY STATEMENT: The appraiser has the appropriate knowledge, education and experience to complete this assignment with competence. The appraiser's qualifications are submitted in the **Addendum** of this Appraisal Report.

PURPOSE OF THE APPRAISAL: The purpose of this appraisal is to provide an opinion of the fee simple market value for the subject's underlying land only, effective May 10, 2023. This valuation considers prevailing market conditions as of this date.

DEFINITION OF MARKET VALUE: Market value is the major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined. Within USPAP, market value is a type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal. Forming an opinion of market value is the purpose of many real property appraisal assignments, particularly when the client's intended use includes more than one intended user. The conditions included in market value definitions establish market perspectives for development of the opinion. These conditions may vary from definition to definition but generally fall into three categories, namely 1.) the relationship, knowledge, and motivation of the parties (i.e., seller and buyer); 2.) the terms of sale (e.g., cash, cash equivalent, or other terms); and, 3.) the conditions of sale (e.g., exposure in a competitive market for a reasonable time prior to sale). A current economic definition agreed upon by agencies that regulate federal financial institutions in the United States of America is:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1.) buyer and seller are typically motivated;
- 2.) both parties are well informed or well advised, and acting in what they consider their own best interests;
- 3.) a reasonable time is allowed for exposure in the open market;
- 4.) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- 5.) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

¹ Part VI - Department of the Treasury, Office of the Comptroller of the Currency, Federal Register, Interagency Appraisal and Evaluation Guidelines (Vol. 75, No. 237/Friday, December 10, 2010/Notices, page 77472)

PROPERTY INTEREST APPRAISED: Definitions of various ownership interests that may apply in a real property appraisal are provided below:

Fee simple interest: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.²

Leased fee interest: The ownership interest held by the lessor, which includes the right to the contract rent specified in the lease plus the reversionary right when the lease expires.³

Leasehold interest: The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.⁴

For this appraisal, the proposed subject property is assumed to be unencumbered vacant land and market value will be established on the basis of ownership in fee simple interest.

² The Dictionary of Real Estate Appraisal, Appraisal Institute, 2022, 7th Edition, page 73

³ Ibid, page 105

⁴ Ibid

SCOPE OF WORK: For each appraisal assignment, an appraiser must:

- 1.) identify the problem to be solved;
- 2.) determine and perform the scope of work necessary to develop credible assignment results; and,
- 3.) disclose the scope of work in the report.

An appraiser must properly identify the problem to be solved in order to determine the appropriate scope of work. The appraiser must be prepared to demonstrate that the scope of work is sufficient to produce credible assignment results. Scope of work includes, but is not limited to:

- the extent to which the property is identified;
- the extent to which tangible property is inspected;
- the type and extent of data researched; and,
- the type and extent of analyses applied to arrive at opinions or conclusions.

Appraisers have broad flexibility and significant responsibility in determining the appropriate scope of work for an appraisal assignment. Credible assignment results require support by relevant evidence and logic. The credibility of assignment results is always measured in the context of the intended use. An Appraisal Report requires the following items:

- (i.) State the identity of the client, or if the client requested anonymity, state that the identity is withheld at the client's request, but retained in the Appraiser's Workfile.
- (ii.) State the identity of any other intended users by name or type.
- (iii.) State the intended use of the appraisal.
- (iv.) Contain information, documents, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic property characteristics relevant to the assignment.
- (v.) State the real property interest appraised.
- (vi.) State the type and definition of value and cite the source of the definition.
- (vii.) State the effective date of the appraisal and the date of the report.
- (viii.) Summarize the scope of work used to develop the appraisal.
- (ix.) Summarize the extent of any significant real property appraisal assistance.
- (x.) Provide sufficient information to indicate that the appraiser complied with the requirements of Standard 1, by:
 - Summarizing the appraisal methods and techniques employed
 - Stating the reasons for excluding the sales comparison, cost or income approach(es) if any have not been developed
 - Summarizing the results of analyzing the subject sales, agreements of sale, options and listings in accordance with Standards Rule 1-5
 - Stating the value opinion(s) and conclusion(s)
 - Summarizing the information analyzed and the reasoning that supports the analyses, opinions, and conclusions, including reconciliation of the data and approaches.
- (xi.) State the use of the real estate existing as of the effective date and the use of the real estate reflected in the appraisal.
- (xii.) When an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion.
- (xiii.) Clearly and conspicuously, state all extraordinary assumptions and hypothetical conditions; and, state that their use might have affected the assignment results.
- (xiv.) include a signed certification in accordance with Standards Rule 2-3.

Scope of Work - Continued:

In this instance, market value will be established and reported in an Appraisal Report, in conformance with Standards Rule 2-2(a).

- Identification of subject property by its legal description and real property tax identification number. In defining the subject property, the following data sources have been reviewed:
 - City of Livonia Assessment Department records
 - Wayne County Equalization records
 - www.bsasoftware.com database records

Amongst the above data sources, information was sufficient to quantify physical characteristics of the subject property.

- John R. Widmer, Jr., MAI observed the property on May 10, 2023.
- At the time of the property inspection, the neighborhood was driven and an observation of development patterns were noted.
- Identification relevant demographic factors through a combination of internet search engines, www.costar.com, www.stdbonline.com and published reports pertaining to the city of Livonia.

The appraisal problem was identified in the preceding **Purpose and Intended Use of Appraisal** section. Next it is necessary to determine the appropriate scope of work to be performed in order to develop credible appraisal results for this assignment. The most acceptable technique for arriving at the most appropriate indication of fee simple market value for subject is:

The Sales Comparison, also referred to as the “*Market Approach*”, is a method of estimating market value whereby a subject is compared with other similar properties that have sold, are listed or have pending offers. The most important premise is the market will determine a price for the property being appraised in the same manner it establishes a price of comparable, competitive properties. Essentially, this is a systematic procedure for carrying out “*comparative shopping*”. This approach is generally regarded as the most reliable, and is considered a relevant means of establishing market value.

In this approach, it is a requirement to develop sufficient comparable data to apply in the valuation. Within this appraisal, data sources relied upon to research vacant land sales, in no particular order, includes the following:

- Appraisal files of Frohm & Widmer, Inc.
- www.loopnet.com
- www.realcomponline.com
- www.bsasoftware.com
- CoStar Group, Inc. [Comps and Property databases]
- Brokerage companies, active in the sale of residential land in the subject’s competitive market area
- Discussion with Appraiser peers related to prior appraisal assignments of like properties
- Discussion with Developers active in the competitive sub-market
- Review of various business periodicals, e.g., Crain’s Detroit Business, used as source material for comparable sale leads.

EXTRAORDINARY ASSUMPTIONS: An extraordinary assumption is “an assignment specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.”⁵

As provided within USPAP, an extraordinary assumption may be used in an assignment only if:

- it is required to properly develop credible opinions and conclusions;
- the appraiser has a reasonable basis for the extraordinary assumption;
- use of the extraordinary assumption results in a credible analysis; and,
- the appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions.

The values reported herein are conditioned upon the following extraordinary assumptions:

- 1.) The property is free a clear of any adverse environmental conditions, whether in the form of surface or sub-surface soil contamination and/or building material contaminates. While I am not an expert in measuring the potential for environmental contamination, I did not observe any obvious form of environmental contamination. Correspondingly, the value is conditioned upon the fact there are no environmental conditions that would have an adverse influence on either value or marketability of the property. Should any adverse environmental conditions arise, I reserve the right to review these findings and the value estimate and make any revisions, if necessary.
- 2.) The subject property is projected to contain a total of ± 4.0 acres, although a final survey of said land division has not been provided. For valuation purposes, the land comparables will be adjusted based upon an average proposed site area of ± 4.0 acres. Should an effective site area be revised, I reserve the right to review said changes to determine whether unit pricing and/or marketability would be impacted.
- 3.) On the effective date of valuation, the proposed site includes asphalt paved parking for the existing LPS athletic field, concrete sidewalks and soccer fields. The football stadium and track have been used by the Livonia Junior Athletic League (LJAL) for a number of years. It has been reported that the LJAL is exploring hosting football games at high schools in the city, and that this field may not be used in the future. Even so, this valuation assumes there is no adverse influence from the potential loss of parking or athletic facilities that lie within the originally proposed land division area. Should it be determined the remainder of the LPS site is impacted as a result of the loss of parking and soccer fields, I reserve the right to review said changes to determine whether unit pricing and/or marketability would be impacted.

⁵ Uniform Standards of Professional Appraisal Practice (USPAP), 2020-2021 Edition, page 4

HYPOTHETICAL CONDITIONS: A hypothetical condition is “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.”⁶

As provided within USPAP, a hypothetical condition may be used in an assignment only if:

- use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
- use of the hypothetical condition results in a credible analysis; and,
- the appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions.

When a value opinion is subject to a hypothetical condition, the report must clearly and conspicuously disclose the assumption or condition and state that its use might have affected the value conclusion. There is no hypothetical condition associated with the opinion of value presented herein.

HISTORY OF THE PROPERTY: The current fee owner of record is Livonia Public Schools, with an address of record being 15125 Farmington Road, Livonia, Michigan 48154. Based on a review of Wayne County records and research of brokerage data, there has been no sale or listing of the subject in the 3-years preceding the effective date of appraisal.

LEGAL DESCRIPTION: Included below is a legal description for the subject’s parent parcel, as obtained from the City of Livonia Assessment rolls followed by an aerial plat of the parent parcel:

46-085-02-0001-001: LOTS 1 THRU 26 INCLUSIVE, EXCEPT THE NORTH 35.00 FEET THEREOF, ALSO LOTS 183 THRU 286 INCLUSIVE, ALSO ALL ADJACENT VACATED STREETS AND ALLEYS OF LIVONIA PARK SUBDIVISION, T1S-R9E (LIBER 51 - PAGE 92, WAYNE COUNTY RECORDS), MORE PARTICULARLY DESCRIBED AS BEGINNING S00.0150E 88.00 FEET AND S89.4500E 664.55 FEET FROM NORTH ¼ CORNER OF SECTION 22, PROCEEDING THENCE S89.4500E 621.00 FEET, THENCE S00.0610E 1,204.08 FEET, THENCE N89.1411W 620.90 FEET, THENCE N00.0929W 1,199.18 FEET TO P.O.B. (±17.14 ACRES)

⁶ Uniform Standards of Professional Appraisal Practice (USPAP), 2020-2021 Edition, page 4

Legal Description - continued:

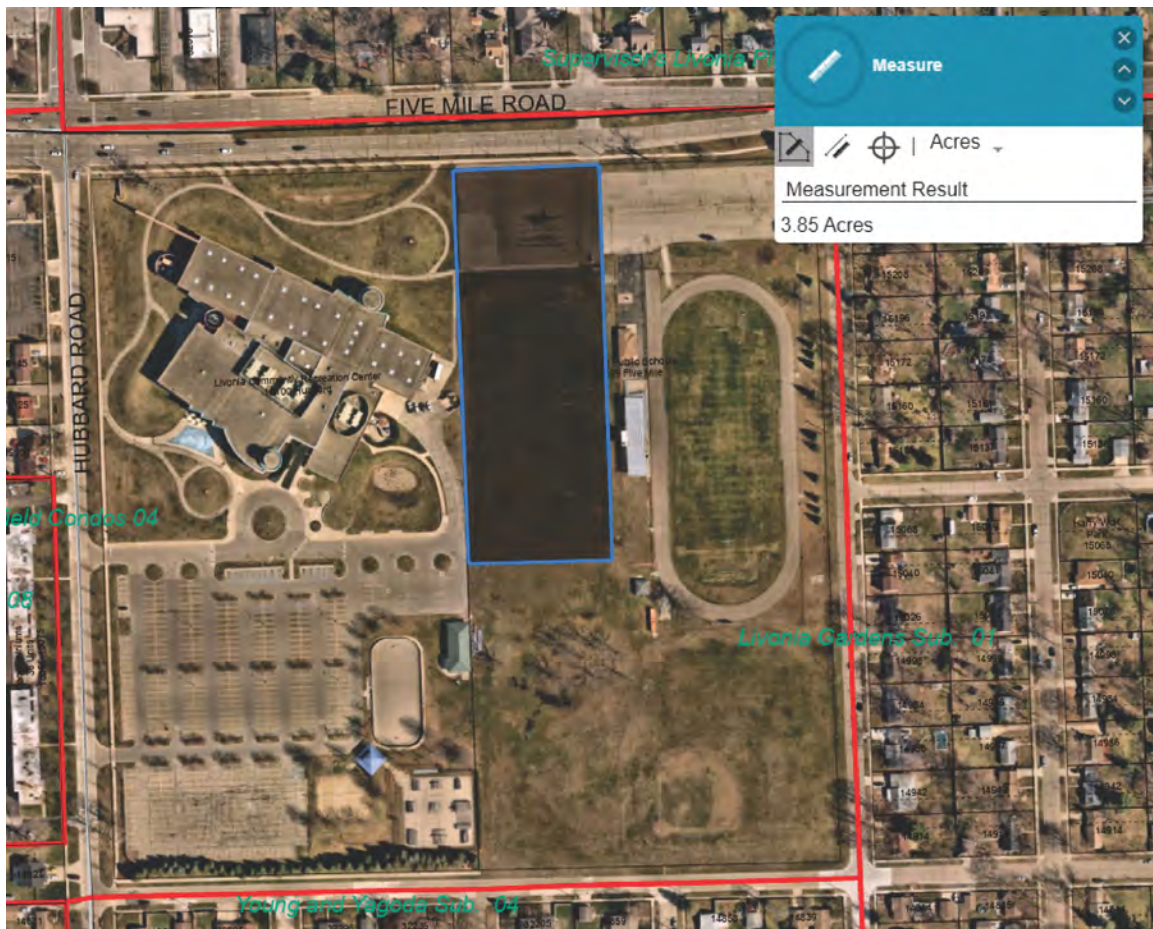


PROPERTY DESCRIPTION: Site characteristics are summarized as follows:

LOCATION: South side of West 5 Mile Road
North side of Jamison Street
West side of Berwick Street
midway between Merriman and Farmington Roads
Livonia, Wayne County, Michigan 48154

SITE CONFIGURATION: Parent parcel includes ± 621 feet along West 5 Mile Road, $\pm 1,204$ feet along Berwick Street and ± 620 feet along Jamison Street. The west boundary of the parent parcel adjoins the Livonia Rec Center parcel and includes $\pm 1,199$ feet.

The proposed land division at the onset of the city exploring this Senior Center expansion includes ± 4.0 acres. Included below is a pictometry calculation of the site, with total frontage along West 5 Mile Road of ± 250 feet, and an average parcel depth of ± 670 feet:



TOPOGRAPHY: Generally level

EXPOSURE: Typical for residential property

Property Description - continued:

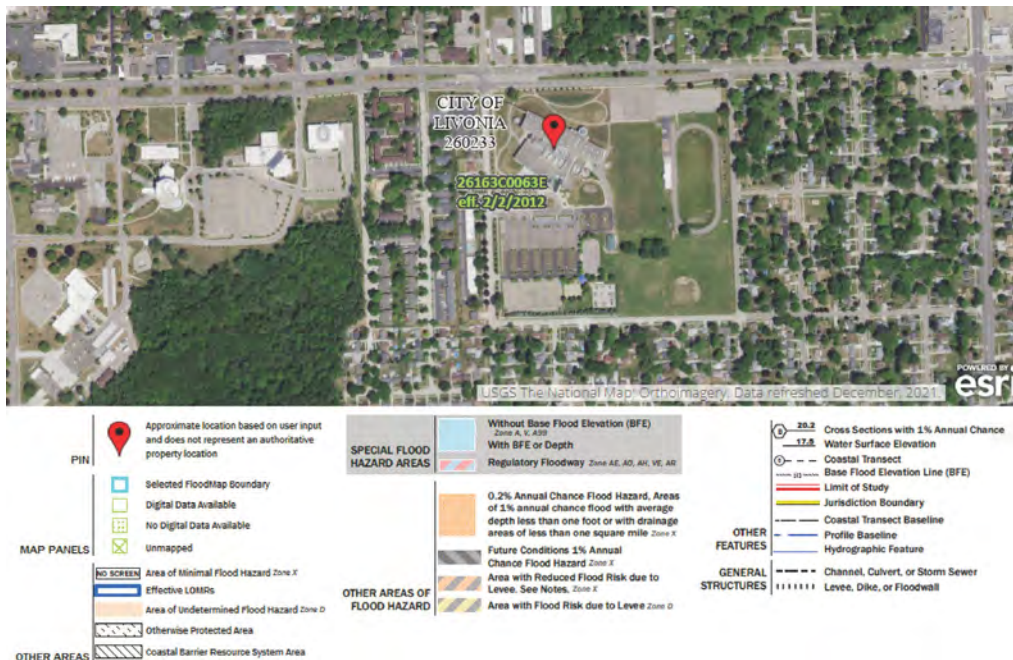
UTILITIES: Public utilities include natural gas, electricity, telephone service and city water/sewer.

IMPROVEMENTS: On the effective date of valuation, the proposed site includes asphalt paved parking for the existing athletic field, concrete sidewalks and soccer fields. The football stadium and track have been used by the Livonia Junior Athletic League (LJAL) for a number of years. It has been reported that the LJAL is exploring hosting football games are high schools in the city, and that this field may not be used in the future. Even so, this valuation assumes there is no adverse influence from the potential loss of parking or athletic facilities that lie within the originally proposed land division area.

SUBSOIL CONDITIONS: Assumed stable

WETLANDS: None

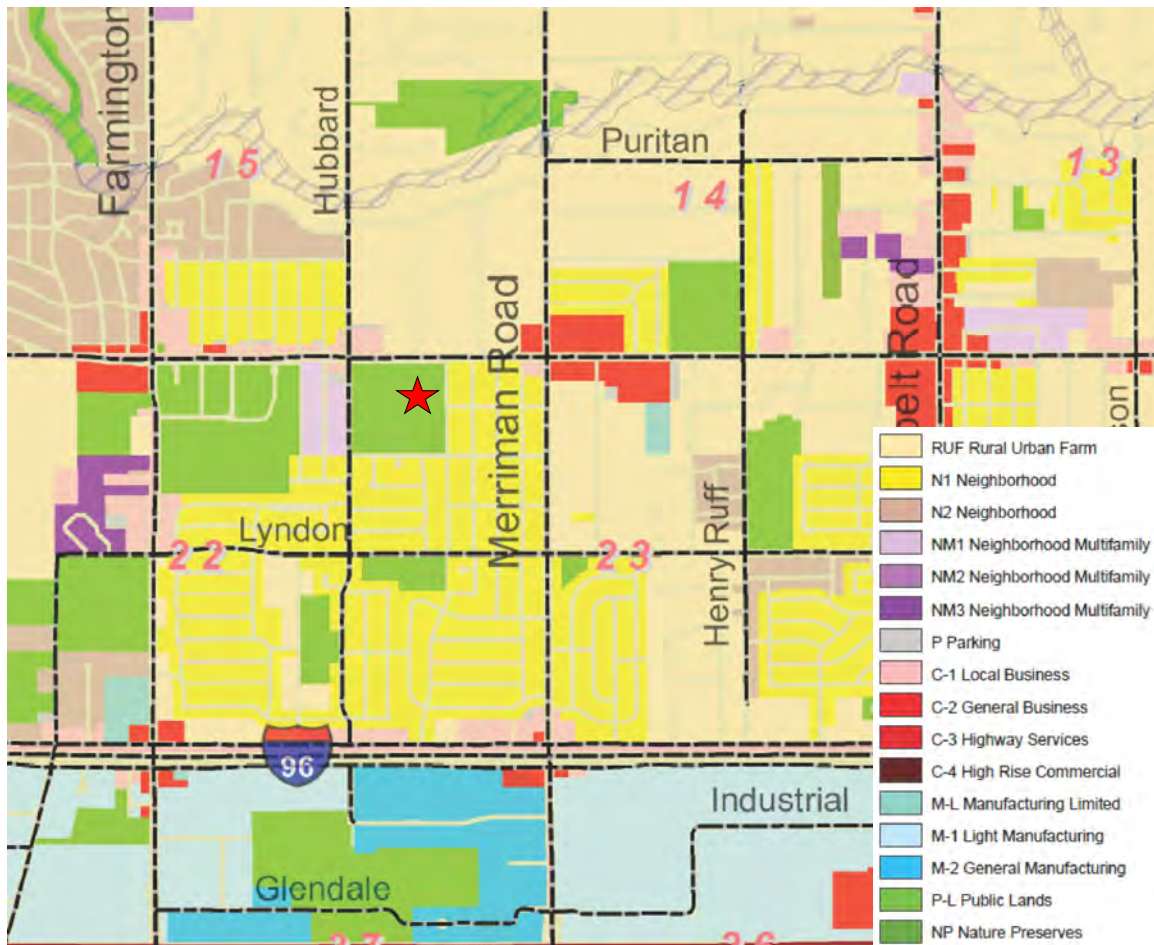
FLOOD CONDITIONS: The City of Livonia participates in the National Flood Insurance Rate Map program with an excerpt of the map (26163C0063E effective 02/02/2012) provided below:



ENVIRONMENTAL: No adverse conditions noted.

FUNCTIONAL ADEQUACY: The site is assumed to accommodate single-family residence development.

ZONING: As shown below, the subject lies within a PL, Public Lands zoning district:



This district is designed to classify publicly owned uses and land publicly or privately-owned facilities (as defined in Section 2.02 of this ordinance). The regulations set forth in this Article shall apply in all P-L districts. Permitted uses include: Accessory structures and uses (Section 7.23, Section 7.23(1)); Brewer, Micro Brewer, Brewpub, and Distilleries (Section 6.09); Carnivals, outdoor circuses or migratory amusement enterprises (Section 6.56(3)); Cultural service buildings, such as publicly owned museums, art galleries and libraries; Educational uses (Section 2.01, Section 2.01(4)); Establishments having liquor licenses such as Class C, tavern, and club (Section 6.22); Hospitals (Section 6.29); Housing for the elderly (Section 6.31); Municipal or other governmental buildings; Heliports (Section 6.27); Parking structures (Section 9.09); Parks and outdoor recreational uses (Section 2.02, Section 2.02(2)); Universities, colleges, private colleges, including ancillary uses and facilities. Waiver uses include Licensed and certified publicly or privately-owned facilities for the detention, incarceration, commitment and/or rehabilitation of adults or minor children and psychiatric hospitals (Section 6.23).

As will be shown, a number of Livonia Public School land sales, with then in-place zoning of Public Lands, sold for residential re-development. Within the city, residential zoning districts include the N1 and N2 Neighborhood district. The N1 district provides for a minimum lot area of 6,000 square feet, with minimum lot width (a) and depth (a) and (b) of 50 feet and 120 feet,

Zoning - continued:

respectively. The N2 district provides for a minimum lot area of 8,400 square feet, with minimum lot width (a) and depth (a) and (b) of 70 feet and 120 feet, respectively.

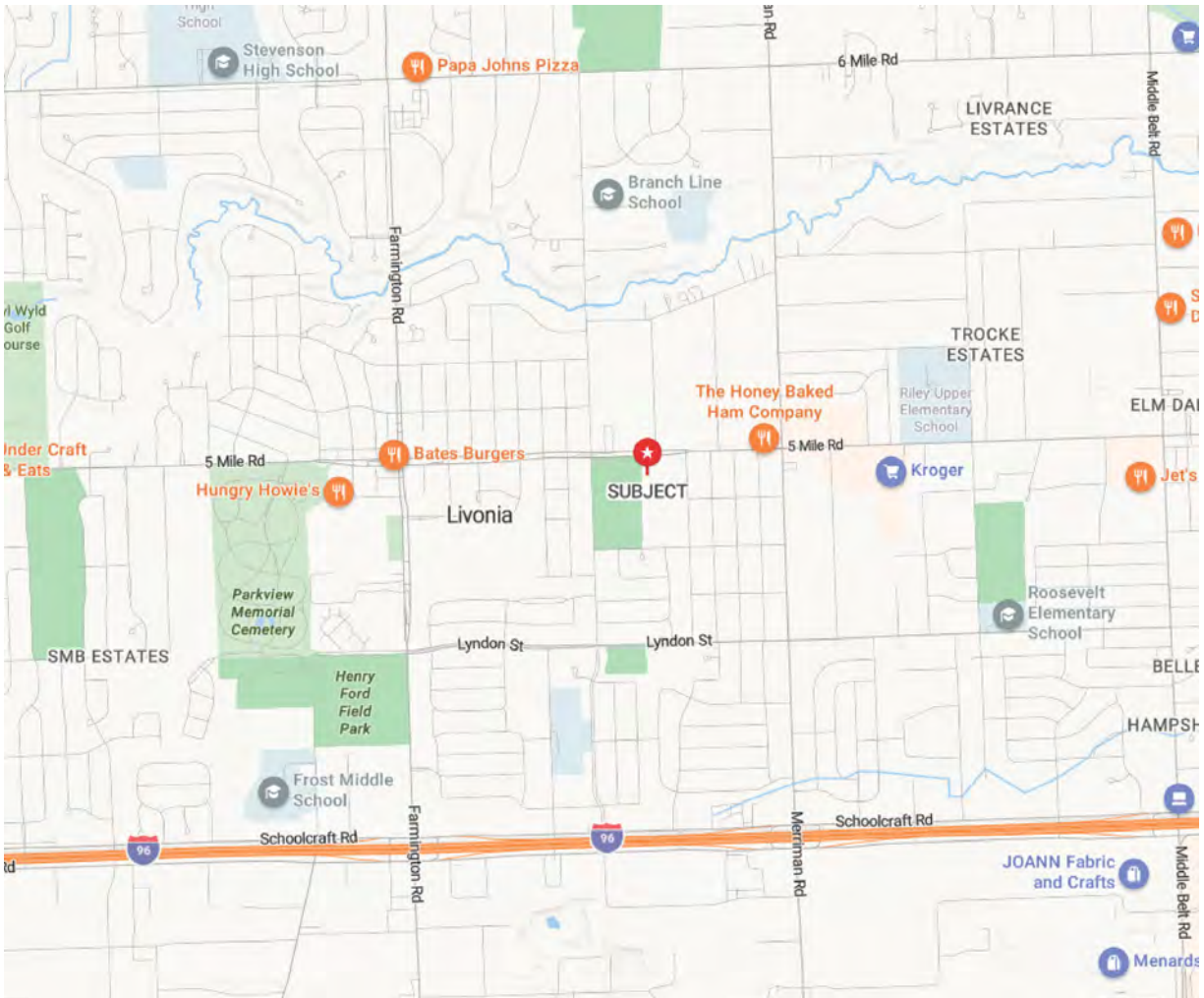
Footnote (a): When lots are hereafter platted with a side or rear lot line abutting a major thoroughfare with an existing or proposed right-of-way width of one hundred twenty (120) feet or more as designated on the Future Transportation Map of the City of Livonia, the lot depth and/or lot width shall be increased by at least thirty (30) feet to provide additional buffering from such thoroughfare.

Footnote (b): Lot depth requirements need not be adhered to where immovable physical boundary limitations exist which prohibit meeting lot depth requirements, provided that all minimum area and width requirements are met.

In this valuation, the underlying land that will comprise the proposed land division is assumed to be capable of accommodating single-family residential development. As noted previously, the initial land area is estimated to provide ± 250 feet of frontage, which may be insufficient to accommodate minimum lot depths of 120 feet. However, as this appraisal involves a determination of value for a parcel with PL, Public Lands zoning, it is determined most appropriate to review prior PL zoned parcels that have sold for residential re-development. The use of the proposed land division with insufficient frontage to accommodate maximum density would require downward adjustments compared with density achieved in the larger, more functional parcels previously sold by LPS. However, the land division is assumed to provide functional utility for residential development.

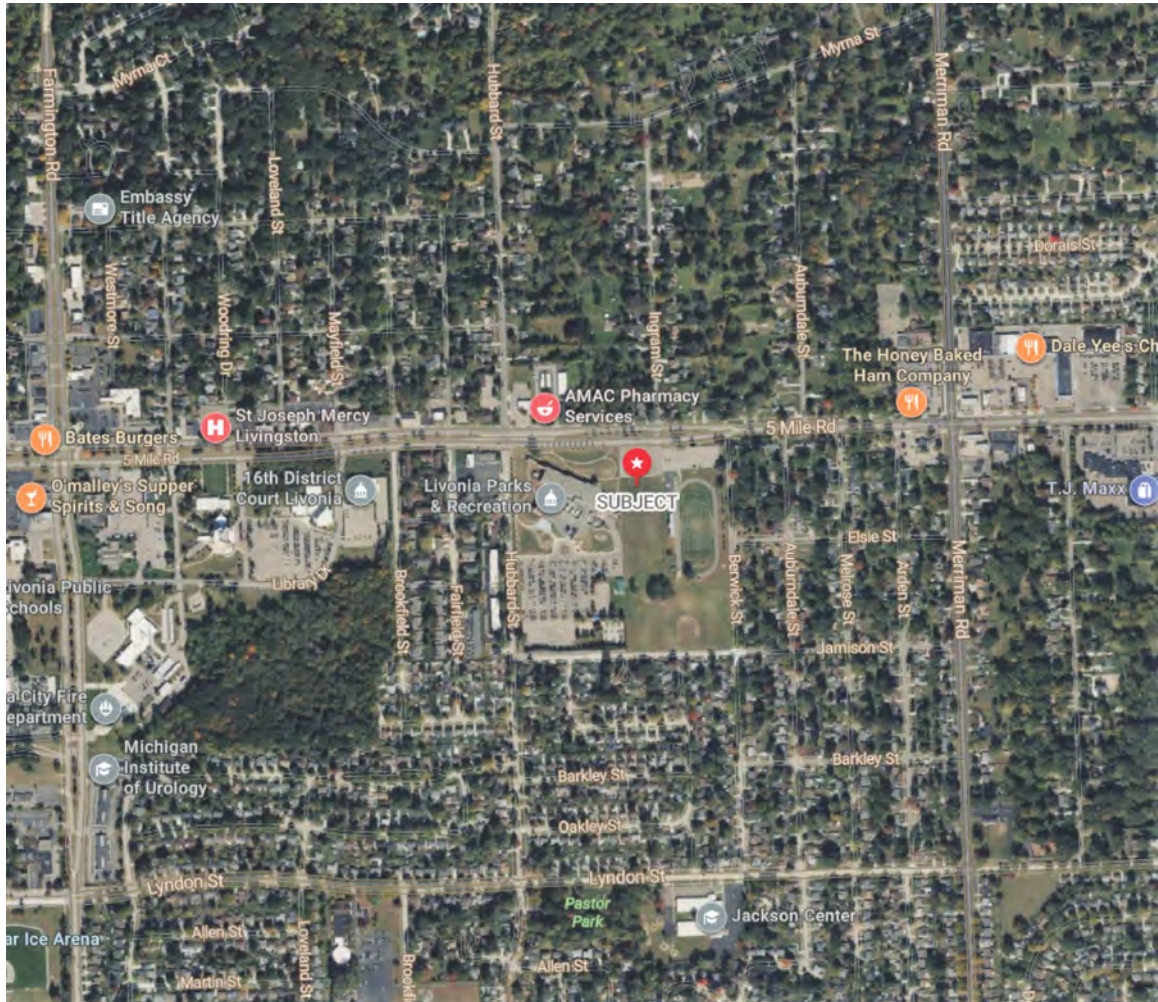
ASSESSED VALUE & PROPERTY TAX ANALYSIS: As noted, the site is owned by LPS and is tax exempt. Therefore, there are no valuation records or property taxes applicable for this property.

Analysis of Market Area - Continued:



NEIGHBORHOOD LOCATION

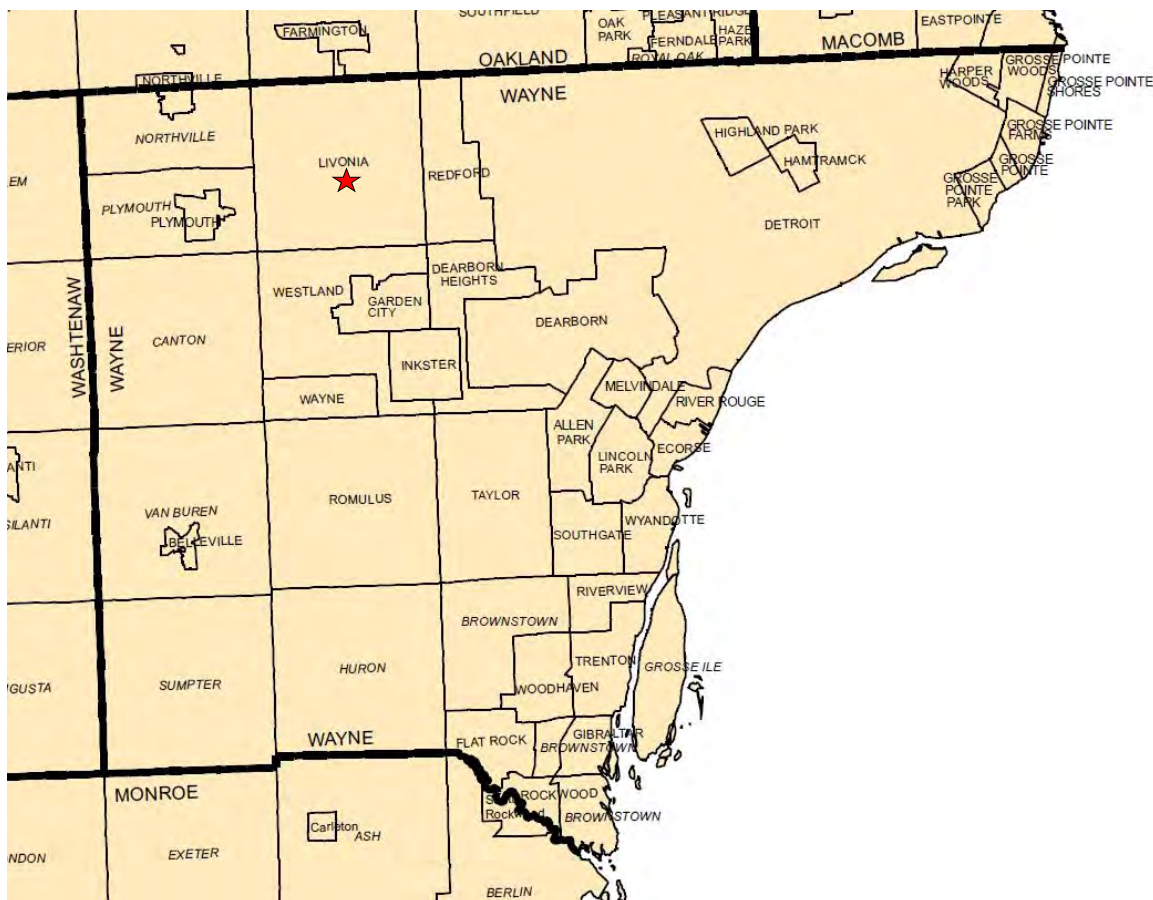
Analysis of Market Area - Continued:



NEIGHBORHOOD AERIAL

Analysis of Market Area - Continued:

The city of Livonia is situated in the northwest corner of Wayne County, which as shown in the following regional map, is bordered to the north by Macomb and Oakland Counties, to the west by Washtenaw County, to the south by Monroe County, and to the east by Lake St. Clair and the Detroit River:



The city is bordered to the north by the city of Farmington Hills in Oakland County; to the east by Redford Township; to the south by the city of Westland; and to the west by Northville Township.

Transportation Linkages: Livonia is readily accessible from other areas of metropolitan Detroit via two major freeways. The I-96 freeway bisects the city of Livonia, extending in an east/west direction parallel to Schoolcraft Road, which serves as the service drive for the freeway. I-96 links the city of Livonia with Redford Township to the east, and continues southeast to the Detroit Central Business District (CBD). To the west, I-96 links with M-14, providing access to the Ann Arbor area. The I-275 freeway extends in a north/south direction along portions of Livonia's western border, and in the immediate area links the cities of Farmington Hills, Novi, Livonia, Northville, Northville Township, Plymouth Township, and Canton Township. This freeway also links with the I-96, I-696, I-94, and M-14 freeways. Overall, freeway access to the subject's immediate neighborhood is average with I-96 accessible at the Farmington and Merriman Road interchanges, roughly 1-mile south.

Analysis of Market Area - Continued:

Livonia is provided with a grid work of east/west and north/south surface roads, generally spaced at one mile intervals. The primary north/south roads include; Inkster Road, Middlebelt Road, Merriman Road, Farmington Road, Levan Road, Newburgh Road and Haggerty Road. The east/ west surface roads are Joy Road, Plymouth Road, Schoolcraft Road and the mile roads, ranging from West 5 Mile Road to West 8 Mile Road. Within the subject's immediate neighborhood, West 5 Mile Road is a 6-lane divided road system extending in an east/west direction. Just to the east of Berwick the boulevard is removed and there 2-lanes in each direction with a center turn lane. Overall, primary access routes offer excellent accessibility to surrounding services and the metropolitan freeway system.

The following chart highlights population trends and projections as compiled by the **Southeastern Michigan Council of Governments (SEMCOG)** for the city of Livonia:

Population and Households	Census 2020	Census 2010	Change 2010-2020	Pct Change 2010-2020	SEMCOG Jul 2022	SEMCOG 2050
Total Population	95,535	96,942	-1,407	-1.5%	93,911	97,098
Group Quarters Population	1,108	1,366	-258	-18.9%	1,653	1,799
Household Population	94,427	95,576	-1,149	-1.2%	92,258	95,299
Housing Units	40,380	40,401	-21	-0.1%	40,634	-
Households (Occupied Units)	39,282	38,714	568	1.5%	38,402	40,006
Residential Vacancy Rate	2.7%	4.2%	-1.5%	-	5.5%	-
Average Household Size	2.40	2.47	-0.06	-	2.40	2.38

As shown, population decreased by $\pm 1.5\%$ between the 2010 and 2020 census, while the number of households increased by $\pm 1.5\%$. As of the July 2022 estimates, there are nominal losses in both population and households as compared with the 2020 Census.

The city of Livonia is one of the more affluent of the Grosse Pointe communities and according to SEMCOG has a median household income in 2020 dollars of \$82,158, which is down $\pm 0.8\%$ since the 2010 census. The community has a median housing value in 2020 dollars of \$204,300, which is down $\pm 11.0\%$ since 2010. These figures each fall measurably higher in comparison to Wayne County (i.e., excluding the city of Detroit), which has a 2020 median household income of \$63,596 and a 2020 median housing value of \$156,200.

Analysis of Market Area - Continued:

A study of residential property values in the city of Livonia between 2013 and 2022 has been undertaken using Realcomp (MLS) data. Included below is a summary illustration of this data:

YR.	NO. SALES	SALES VOLUME	AVG.	% CH.	MEDIAN	% CH.
2013	1,925	\$241,850,840	\$125,637	---	\$125,000	---
2014	1,737	\$238,834,368	\$137,498	9.4%	\$140,000	12.0%
2015	1,857	\$272,442,086	\$146,711	6.7%	\$150,000	7.1%
2016	1,916	\$304,126,792	\$158,730	8.2%	\$160,000	6.7%
2017	1,898	\$340,439,163	\$179,367	13.0%	\$178,000	11.3%
2018	1,772	\$332,350,457	\$187,557	4.6%	\$188,000	5.6%
2019	1,774	\$350,542,946	\$197,600	5.4%	\$199,900	6.3%
2020	1,782	\$386,238,880	\$216,745	9.7%	\$215,000	7.6%
2021	1,902	\$471,351,103	\$247,819	14.3%	\$245,000	14.0%
2022	1,510	\$383,692,902	\$254,101	2.5%	\$258,000	5.3%
% CH. 2013 - 2022:				8.1%		8.4%
% CH. 2017 - 2022:				7.2%		7.7%
% CH. 2018 - 2022:				7.9%		8.2%



With regards to long-term value trends, that being between 2013 and 2022, the overall average compounded increase for Livonia equates to $\pm 8.1\%$ (Average Value) and $\pm 8.4\%$ (Median Value). Over the past 5-years, that being between 2017 and 2022, the overall average compounded increase for the community equates to $\pm 7.2\%$ (Average Value) and $\pm 7.7\%$ (Median Value). This data does indicated that long-term value increase in average and median value in total has generally averaged $\pm 8.0\%$. This is higher than the $\pm 2.5\%$ gain in Average pricing and $\pm 5.3\%$ gain in Median pricing, each from 2021 to 2022.

Analysis of Market Area - Continued:

The following chart illustrates land use patterns in this community, as taken from land use studies prepared by SEMCOG:

Parcel Land Use	Acres 2015	Acres 2020	Change 2015-2020	Pct Change 2015-2020
Single-Family Residential	9,540.8	9,557.7	16.9	0.2%
Attached Condo Housing	222.1	232.4	10.2	4.6%
Multi-Family Housing	206.3	196.8	-9.5	-4.6%
Mobile Home	0	0	0	0%
Agricultural/Rural Residential	102.6	109.6	7	6.8%
Mixed Use	75.2	13.6	-61.6	-81.9%
Retail	794.9	831	36.1	4.5%
Office	1,315.7	1,374.4	58.6	4.5%
Hospitality	254.8	158.5	-96.3	-37.8%
Medical	388.6	240.6	-148	-38.1%
Institutional	1,246	1,305.9	59.8	4.8%
Industrial	1,392.1	1,483.3	91.2	6.5%
Recreational/Open Space	1,928.6	1,988.3	59.7	3.1%
Cemetery	366.3	366.3	0	0%
Golf Course	98.7	98.7	0	0%
Parking	57.1	57.1	0	0%
Extractive	0.3	0.3	0	0%
TCU	99.7	142.2	42.5	42.6%
Vacant	708.5	641.7	-66.8	-9.4%
Water	104.9	104.9	0	0%
Not Parceled	4,040.1	4,040.1	0	0%
Total	22,943.3	22,943.3	0	0%

The city of Livonia is predominantly a residential community, with strong and viable industrial and commercial/office markets. SEMCOG's 2020 land use analysis indicated the city of Livonia provided roughly 22,943 acres of land area and $\pm 41.7\%$ of this total was devoted to single-family residential property.

As to new residential development, there is not a significant inventory of vacant land available for development. In fact, most new development in the city over the past few years comes along with re-development of former school properties, as illustrated by six (6) of the seven (7) land sales included herein. These sales comprised a total of ± 70.264 acres and were developed with a total of 264 units. The average density for these deals equates to ± 3.76 dwelling units per acre. As to the city in total, the 5-years prior to COVID (2015 - 2019) provided a total of 482 net permits, averaging 96 permits per year. In the past 5-years (2018 - 2022), the city achieved a net of 613 permits or 123 per year. In the past 5-years, new development included a total of 329 multi-family permits.

HIGHEST AND BEST USE: Highest and best use is a fundamental concept in real estate valuation. The analysis of highest and best use considers those forces which impact the market, and imminently the market value of the subject. The results from the highest and best use analysis forms the basis for the application of the applicable approaches to value. Highest and best use may be generally classified as the use or uses which supports the highest value of the property as of the date of appraisal, and is defined as:

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.⁷

This simple definition serves as a point of departure for further examining the concept. To be reasonably probable, a use must meet certain conditions, namely:

- The use must be physically possible (or it is reasonably probable to render it so);
- The use must be legally permissible (or it is reasonably probable to render it so); and,
- The use must be financially feasible.

Uses that meet the three criteria of reasonably probable uses are tested for economic productivity, and the reasonably probable use with the highest value is the highest and best use of the property. Appraisal literature further states:

The theoretical focus of highest and best use analysis is on the potential uses of the land as though vacant. In practice, however, the contributory value of the existing improvements and any possible alteration of those improvements are just as important in determining highest and best use and, by extension, in developing an opinion of the market value of the property. In the analysis of highest and best use of land as though vacant, the appraiser seeks the answers to several questions:

- Should the land be developed or left vacant;
- If left vacant, when would future development be financially feasible; and,
- If developed, what kind of improvements should be built?

In the analysis of the highest and best use of the property as improved, additional questions must be answered:

- Should the existing improvements on the property be maintained in their current state, should they be altered in some manner to make them more functionally efficient, or should they be demolished to create a vacant site for a different use; or,
- If renovation or re-development is warranted, when should the new improvements be built?

The mechanism for answering those questions is the application of the four tests to both the land as though vacant and the property as improved.

⁷ The Dictionary of Real Estate Appraisal, Appraisal Institute, 2022, 7th Edition, page 88

Highest and Best Use - continued:

Highest and Best Use, as vacant: An overview of the factors that must be considered in measuring the property's highest and best use, as vacant, are presented below:

Physically Possible: As noted previously, any use considered in measuring a property's highest and best use must be physically possible, or it is reasonably probable to render a certain use as possible. Considering the subject site's physical characteristics, there are no physical restrictions as to use of the site.

Legally Permissible: As noted previously, any use considered in measuring a property's highest and best use must be legally permissible, or it is reasonably probable to render a certain use legally permissible. The subject currently has underlying PL, Public Land zoning. However, LPS has sold a number of parcels likewise zoned, although re-zoning was successful to accommodate single-family residential development. Given the subject's location characteristics and surrounding zoning and development patterns, a residential use will be considered a possible re-use of the site.

Financially Feasible: As a number of possible and permissible uses still remain, the elimination process continues with determining the financially feasible uses. All uses that are expected to produce a positive return are regarded as financially feasible. In determining the financially feasible uses, consideration must be given to supply and demand influences for each of those uses considered possible and permissible. This requires a discussion pertaining to the supply of and demand for each use. The resultant use that displays the lowest supply and highest demand would ultimately be the most feasible use for the subject site.

Examining potential demand for residential properties in this competitive sub-market, activity has been increasing steadily over the prior 3 to 5-years and beyond. As noted previously, the subject is located within an active market, with superior demographic and home values in comparison to locations within the east and southeast section of the city. Bearing this in mind, it would appear development of new product on the subject site, as if vacant, is identifiable within the next 12 to 24-months.

Based on the legal and physical characteristics of the site and economic influences in the sub-market, and considering market conditions existing as of this date, the highest and best use of the subject "as vacant" is considered to represent near-term, residential development.

SALES COMPARISON APPROACH: Also commonly referred to as the *Market Approach*, this valuation method is defined as:

The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.⁸

Essentially, this approach is a systematic procedure for carrying out *comparative shopping*. The Sales Comparison Approach is applied in five (5) steps, as follows:

- research the market to obtain information on closed sales, listings, and pending offers to purchase properties similar to the subject;
- verify the information by confirming the statistics obtained are factually accurate and the transactions reflect arm's-length market considerations;
- select relevant units of comparison (e.g., price per square foot), and develop a comparative analysis for the unit of comparison selected;
- compare the subject and comparables using the elements of comparison, and review adjustments, either quantitatively or qualitatively;
- reconcile the various value indications produced from the analysis of comparables into a single value indication or a range of values, understanding an imprecise market may best provide only a range of values.

After the sales data has been gathered and verified, systematic analysis begins. Because like units must be compared, each sale price should be stated in terms of appropriate units of comparison (e.g., price per square foot, price per unit, etc.). There are two deficiencies with this methodology, namely:

- there is no comparable so similar it accurately mirrors all of a subject's circumstances, especially in economic terms; and,
- without a large sampling of data, all possessing similar economic variables as a subject, adjustments are difficult to quantify.

Taking these factors into consideration, the valuation process must then consider a number of variables, including:

- physical (e.g., size, configuration, topography), legal (e.g., zoning, land use restrictions) and economic (e.g., feasibility/profitability) characteristics of the subject site;
- economic conditions of the community it is a part of;
- supply and demand within the sub-market it is a part of; and,
- value indications derived from the most comparable sales data.

For this appraisal, there has been limited activity relating to the sale of vacant residential zoned land within the Livonia community. Most of the sale activity relates to abandoned school sites, as evidenced by the sampling of sales obtained herein.

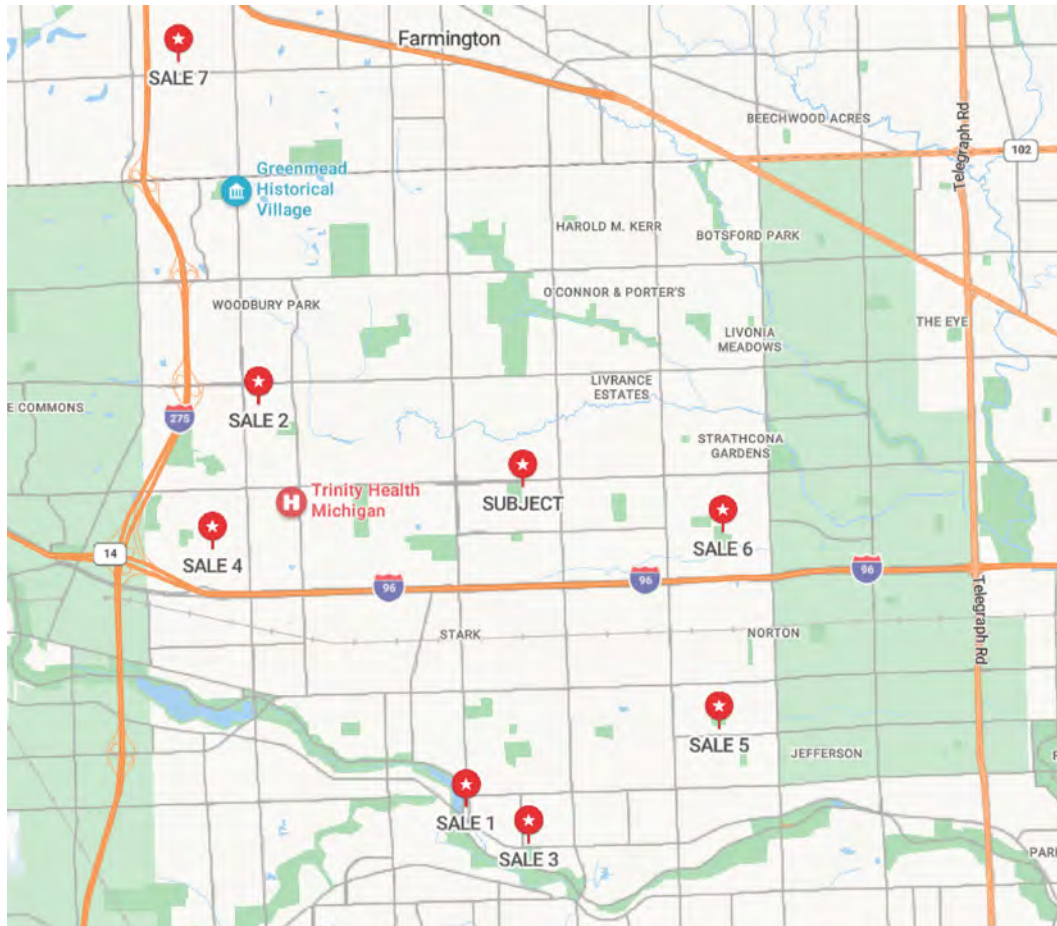
⁸ The Dictionary of Real Estate Appraisal, Appraisal Institute, 2022, 7th Edition, page 170

LIVONIA RECREATION CENTER PROPOSED LAND DIVISION
PART OF PARCEL NO. 46-085-02-0001-001
LIVONIA, WAYNE COUNTY, MICHIGAN 48154

Sales Comparison Approach - continued:

A summary of the primary comparables is presented below and is followed by a map depicting the location of each in relation to the subject:

SALE	PROJECT	LOCATION	ACRES	DU/AC	DATE	PRICE	\$/AC	\$/DU
1	Park Row Apartments	Westland	5.080	5.51	05/31/18	\$200,000	\$39,370	\$7,143
2	Heritage Square	Livonia	14.380	3.48	08/23/18	\$1,655,000	\$115,090	\$33,100
3	Park West Village	Westland	20.896	3.83	04/17/19	\$1,150,000	\$55,034	\$14,375
4	Grand Reserve Site Condo	Livonia	9.339	3.43	05/21/21	\$1,110,000	\$118,857	\$34,688
5	Emerson Oaks Site Condo	Livonia	8.739	4.00	05/27/21	\$600,000	\$68,655	\$17,143
6	Lyndon Park Site Condo	Livonia	11.830	3.30	06/16/21	\$852,000	\$72,020	\$21,846
7	Chasewood Villas	Farmington Hills	9.545	2.62	03/31/22	\$875,000	\$91,667	\$35,000
<i>minimum:</i>			5.080	2.62			\$39,370	\$7,143
<i>maximum:</i>			20.896	5.51			\$118,857	\$35,000
<i>simple average:</i>			11.401	3.74			\$80,099	\$23,328
<i>weighted average:</i>			---	3.62			\$80,717	\$22,291



LOCATION OF LAND SALES

Sales Comparison Approach - continued:

Given the range in unit pricing, the physical and economic factors impacting these properties must be considered. The examination of adjustments in a sales comparison analysis looks for differences between the comparables and the subject. Adjustments are made to the comparables, in comparison to the subject, in the following order:

TRANSACTIONAL (applied in sequence):

- 1.) Property rights conveyed
- 2.) Financing terms
- 3.) Conditions of sale
- 4.) Expenditures immediately after purchase
- 5.) Market conditions

CUMULATIVE:

- Location characteristics
- Physical characteristics
- Economic characteristics
- Legal characteristics (Use/Zoning)
- non-realty components of value

Adjustments to the comparables should only be made when direct comparison between like properties warrant such adjustments. Appraisal theory defines this process as paired data analysis, which is a “*quantitative technique used to identify and measure adjustments to the sale prices or rents of comparable properties. To apply this technique, sales or rental data on nearly identical properties, or adjusted data, is compared to isolate and estimate a single characteristic’s effect on value or rent. Often referred to as paired sales analysis.*”⁹.

Property rights conveyed: No modification is required.

Financing: No modification is required.

Conditions of sale: The primary factor to consider for this item is whether a comparable represents an arm’s length transaction which is defined as “*A transaction between unrelated parties who are each acting in his or her own best interest.*”¹⁰. The key ingredient to review is whether atypical motivations of either or both parties existed. In many cases, the conditions of sale significantly affect transaction prices. Given the limited number of transactions in a market, an appraiser may not be able to discard sales that may reflect atypical motivations. In this instance, each sale did represent an arm’s length transaction, and no modifications are required.

⁹ The Dictionary of Real Estate Appraisal, Appraisal Institute, 2022, 7th Edition, page 139

¹⁰ Ibid, page 10

Sales Comparison Approach - continued:

Expenditures made immediately after purchase: A knowledgeable buyer considers expenditures that will have to be made upon purchase of a property because these costs affect the price the buyer agrees to pay. Such expenditures may include:

- costs to cure deferred maintenance
- costs to demolish and remove a portion of the improvements
- costs for additions or improvements to the property
- costs to petition for a zoning change
- costs to remediate environmental contamination

These costs are often quantified in price negotiations and can be discovered through verification of the sale transaction data. The relevant figure is not the actual cost that was incurred but the cost that was anticipated by both the buyer and seller. Other items that a buyer may need to budget for as expenses immediately after purchase include:

- cost of obtaining entitlements (permissions)
- demolition and removal costs
- environmental remediation costs
- large capital improvements needed at the time of sale

For the primary sample of sales, Sale No. 1 through No. 6 were former LPS parcels, with each zoned Public Land. In the Request for Proposal (RFP) on each property, it was acknowledged that the parcels could achieve zoning to accommodate new residential development. This is a similar situation to the subject, and no modifications will be applied for costs associated within securing zoning to accommodate development.

Sale No. 1 was reported to require site infrastructure costs to ready the site for development. In the RFP it was noted that a cost of approximately \$192,500 may be needed to extend utilities to the site. This cost was predominately related to Sanitary Sewer, Storm Sewer and Water main. It was also noted: *The estimate is provided for funding review only. A revised estimate will be required once Engineering Construction drawings are completed.* As a means of accounting for some contingency that a likely purchaser would consider, an adjustment will be applied at a total cost of \$200,000.

Sale No. 7 was improved as the Piemontese Swim & Tennis Club, improved with a ±8,000 square foot building and accessory site improvements. As a means of readying the site for re-development the purchaser did demolish the improvements, although no cost was supplied. In this case, a demolition cost has been estimated at a total of \$40,000, which is supported by like costs provided within the Marshall Valuation Service (MVS) cost manual.

Market conditions: For this factor, adjustments are to be reviewed if a sale occurred under market conditions different from those applicable to the subject as of the effective date of value. Although an adjustment for market conditions is often referred to as a “time” adjustment, time is not the cause of the adjustment. Market conditions that change over time create the need for an adjustment, not time itself. Sometimes several economic factors work in concert to cause a change in market conditions. A recession tends to deflate all real estate prices, but specific

Sales Comparison Approach - continued:

property types or sub-markets may be affected differently. For this analysis, the closed sales were consummated between May 2018 and March 2022, a period which saw stable price increases over the long-term. As discussed previously, an average annual gain in home values equates to $\pm 8\%$ over the past several years. This is higher than the average gain of $\pm 4\%$ between 2021 and 2022. With inflationary pressures on cost of labor and material affecting the residential market, there may be some reduction in the contributory value of land, as pricing for new product cannot exceed that for the broader location of any new project. On this basis, a market condition adjustment will be applied at a rate of $+3.0\%$ per annum. The adjustment is applied on a straight-line and not compounded basis.

Unlike the transactional adjustments, property adjustments do not need to be applied in a specific sequence. The typical property adjustments include:

Location Characteristics: For these properties, any modification will be based upon both macro and micro-location qualities. This adjustment, while quantified for illustrative purposes, was applied and reconciled in a qualitative manner. For this sample, location adjustments will be considered for the following factors:

- Municipality: No modification is required.
- Infrastructure: No modification is required.
- External influences: For this factor, each sale has been reviewed relative to Median and Average Household Income and Median Home values, all within a 3-mile radius. A comparison of each with the subject is included below:

Sale	Med. HH \$	Avg. HH \$	Home \$
1	\$62,169	\$76,036	\$156,607
2	\$94,165	\$116,463	\$266,095
3	\$59,680	\$72,836	\$149,308
4	\$84,674	\$107,267	\$249,833
5	\$63,797	\$76,309	\$148,285
6	\$66,158	\$79,675	\$146,191
7	\$90,096	\$112,240	\$288,437
S	\$85,139	\$101,748	\$210,430

While both average and median household income do ultimately contribute to home values within a specified area, each is considered relevant and have been reviewed relative to the overall external influence factor. Other adjustments relate to road frontage versus interior subdivision type locations. The subject is located adjacent to the Livonia Rec Center and is proposed to have West 5 Mile Road frontage. This is inferior to an interior subdivision location and an adjustment is necessary for this factor.

Sales Comparison Approach - continued:

- Use/Zoning: No modification is required.

Physical Characteristics: For this item, factors which appear to influence a property's pricing, include size, shape, frontage, soils, view, and topographical characteristics such as contour, grade, and drainage. In theory, adjustments for the above items are not considered sequentially, and for the most part are sometimes very difficult to quantify. Given the subjectivity in establishing precise adjustments, this analysis will provide a qualitative review with modifications tested at various points, established from a review of a larger sample of properties. Adjustments that will be applied are summarized below:

- Parcel size: In this instance, the subject parcel has been considered to provide ± 4.0 acres, which is smaller than each of the comparables. In general, it is widely noted that smaller parcels will sell for lower unit pricing compared with a larger parcel, all else equal. However, this is not supported in many instances, as sometimes larger parcels may sell at a higher unit price given the utility offered a larger parcel in the conceptual site planning process. As noted, the site as proposed provides insufficient frontage to accommodate maximum density for a single-family residential development. While it is possible to develop a ± 4.0 acre parcel, as presently proposed it would not accommodate minimum lot depth of 120 feet, as it would leave only a 10 foot wide access road with lots on either side. Even so, no modification will be applied for this factor, so that unit pricing for PL land to be re-zoned for residential development can be established.
- Configuration: No modification is required, although would be necessary were the utility of a narrow parcel reduce development potential of the parcel.
- Topography: No modification is required.
- Overall utility: No modification is required.

Economic Characteristics: Economic characteristics include all the attributes of a property that directly affect its income earning capabilities. For land, it may apply more so for timing of development, which may indeed be a "catch-all" adjustment for the prior cumulative factors. For this sample, there will be no economic adjustments applied.

Non-realty Components: Factors that may require adjustment for this category include potential value contribution from chattel, business concerns, and other items that do not constitute real property, but are included in the transaction price. For this sample of comparables, there will be no adjustment necessary for this component.

For this appraisal, all modifications for location and physical characteristics will be reviewed and reconciled on a qualitative basis, tested at various intervals, and included in the following tables are a summary of adjustments applied:

LIVONIA RECREATION CENTER PROPOSED LAND DIVISION
PART OF PARCEL NO. 46-085-02-0001-001
LIVONIA, WAYNE COUNTY, MICHIGAN 48154

Sales Comparison Approach - continued:

	SALE NO. 1		SALE NO. 2		SALE NO. 3		SALE NO. 4	
Un-adj. unit pricing (\$/AC)	\$39,370		\$115,090		\$55,034		\$118,857	
<u>Sequential adjustments:</u>								
Property Rights Conveyed	0	0%	0	0%	0	0%	0	0%
<i>interim adj. unit price</i>	\$39,370		\$115,090		\$55,034		\$118,857	
Financing	0	0%	0	0%	0	0%	0	0%
<i>interim adj. unit price</i>	\$39,370		\$115,090		\$55,034		\$118,857	
Conditions of Sale	0	0%	0	0%	0	0%	0	0%
<i>interim adj. unit price</i>	\$39,370		\$115,090		\$55,034		\$118,857	
Expenditures after Sale	39,370	100%	0	0%	0	0%	0	0%
<i>interim adj. unit price</i>	\$78,740		\$115,090		\$55,034		\$118,857	
Market Conditions	11,675	15%	16,270	14%	6,708	12%	7,014	6%
<i>interim adj. unit price</i>	\$90,415		\$131,361		\$61,743		\$125,871	
<u>Cumulative adjustments:</u>								
<u>Location:</u>								
municipality	\$0	0%	\$0	0%	\$0	0%	\$0	0%
infrastructure	0	0%	0	0%	0	0%	0	0%
external influences	6,781	8%	(16,420)	-13%	3,087	5%	(12,587)	-10%
use/zoning	0	0%	0	0%	0	0%	0	0%
<i>sub-total:</i>	\$6,781	8%	(\$16,420)	-13%	\$3,087	5%	(\$12,587)	-10%
<u>Physical Characteristics</u>								
parcel size	\$0	0%	\$6,568	5%	\$6,174	10%	\$0	0%
configuration	0	0%	0	0%	0	0%	0	0%
topography	0	0%	0	0%	0	0%	0	0%
overall utility	0	0%	0	0%	0	0%	0	0%
<i>sub-total:</i>	\$0	0%	\$6,568	5%	\$6,174	10%	\$0	0%
Sequential adjusted unit pricing	\$90,415		\$131,361		\$61,743		\$125,871	
Total of cumulative adjustments	6,781	8%	(9,852)	-8%	9,261	15%	(12,587)	-10%
Final adjusted unit pricing	\$97,196		\$121,509		\$71,004		\$113,284	
<i>Total adjustment applied:</i>	146.9%		5.6%		29.0%		-4.7%	

Sales Comparison Approach - continued:

	SALE NO. 5		SALE NO. 6		SALE NO. 7	
Un-adj. unit pricing (\$/AC)	\$68,655		\$72,020		\$91,667	
<u>Sequential adjustments:</u>						
Property Rights Conveyed	0	0%	0	0%	0	0%
<i>interim adj. unit price</i>	\$68,655		\$72,020		\$91,667	
Financing	0	0%	0	0%	0	0%
<i>interim adj. unit price</i>	\$68,655		\$72,020		\$91,667	
Conditions of Sale	0	0%	0	0%	0	0%
<i>interim adj. unit price</i>	\$68,655		\$72,020		\$91,667	
Expenditures after Sale	0	0%	0	0%	4,190	5%
<i>interim adj. unit price</i>	\$68,655		\$72,020		\$95,857	
Market Conditions	4,018	6%	4,096	6%	3,183	3%
<i>interim adj. unit price</i>	\$72,673		\$76,117		\$99,040	
<u>Cumulative adjustments:</u>						
<u>Location:</u>						
municipality	\$0	0%	\$0	0%	\$0	0%
infrastructure	0	0%	0	0%	0	0%
external influences	3,634	5%	3,806	5%	(14,856)	-15%
use/zoning	0	0%	0	0%	0	0%
<i>sub-total:</i>	\$3,634	5%	\$3,806	5%	(14,856)	-15%
<u>Physical Characteristics</u>						
parcel size	\$0	0%	\$1,903	3%	\$0	0%
configuration	0	0%	0	0%	0	0%
topography	0	0%	0	0%	0	0%
overall utility	0	0%	0	0%	0	0%
<i>sub-total:</i>	\$0	0%	\$1,903	3%	\$0	0%
Sequential adjusted unit pricing	\$72,673		\$76,117		\$99,040	
Total of cumulative adjustments	3,634	5%	5,709	8%	(14,856)	-15%
Final adjusted unit pricing	\$76,306		\$81,825		\$84,184	
<i>Total adjustment applied:</i>	11.1%		13.6%		-8.2%	

As indicated, the adjusted unit pricing ranges from ±\$71,000 to ±\$121,500 per acre, with a simple and weighted average of ±\$92,200 and ±\$90,500 per acre, respectively. The high-end of the range is set by Sale No. 2 and Sale No. 4, both offering much higher home pricing in the neighborhoods and also achieving rapid absorption or sell-off of finished homes. Even with lower home pricing at Sale No. 5 and No. 6, sell-off has been slower. The low-end of the range is set by Sale No. 3, which is in the city of Westland but in the LPS district. When placing most emphasis on Sale No. 4 through No. 6, simple and weighted average pricing is nearly identical, calculated within a range from ±\$90,000 to ±\$90,500.

The definition of market value requires appraisers to estimate value based on “*most probable price*”. Based on these considerations, fee simple market value for the proposed land division, reported on the basis of price per acre, effective May 10, 2023, has been reconciled, as follows:

. **\$90,000**

CONTRIBUTORY VALUE OF PERSONAL PROPERTY/INTANGIBLES: None noted.

EXPOSURE TIME: A reasonable exposure time is one of a series of conditions in most market value definitions. Exposure time, one of a series of conditions in most market value definitions and always presumed to precede the effective date of appraisal, is defined as follows:

The 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. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.¹¹

The reasonable exposure period is a function of price, time and use, not an isolated estimate of time alone. As an example, a property could have been on the market for a period of 2-years at a price of \$2,000,000, which informed market participants considered unreasonable. Thereafter, the owner reduces the price to \$1,600,000 and starts to receive offers, culminating in a transaction at \$1,400,000 6-months later. While an actual exposure time was 2.5 years, the reasonable exposure time would be 6-months at a value range of \$1,400,000 to \$1,600,000.

A large sampling of sales within this market provided exposure periods generally averaging 12-months, with a few providing an average exposure period of up to 24-months. Based upon interviews with market participants, plus review of historical information, it has been concluded a reasonable exposure time for the subject would have been less than ±6 months, assuming pricing within the general range of that indicated as the subject's market value.

¹¹ Uniform Standards of Professional Appraisal Practice, 2020-2021 Edition, page 4

STANDARD APPRAISAL LIMITING CONDITIONS: This Appraisal Report is subject to the following limiting conditions, as well as those which have been specifically set forth within the analysis:

- By receipt and acceptance of this report, the client acknowledges disclosure of the contents of this Appraisal Report is governed by the By-Laws and Regulations of the Appraisal Institute and the undersigned is a member of the Appraisal Institute. The By-Laws and Regulations of the Institute require each member and candidate to control the use and distribution of each Appraisal Report signed by such member or candidate. Therefore, except as hereinafter provided, the party for whom this Appraisal Report was prepared may distribute copies of this Appraisal Report, in its entirety, to such third parties as may be selected by the party for whom this Appraisal Report was prepared; however, portions of this Appraisal Report shall not be given to third parties without prior written consent of the signatories of this Appraisal Report.
- Use of this Appraisal Report is contingent upon fulfillment of the appraisal contract, whether written or oral. Upon full payment of all sums due the appraiser, this Appraisal Report becomes property of the client subject to all restrictions upon disclosure and use included herein and made a part hereof. The report and its conclusions will not be released to a third party by the appraiser or his employees without the client's consent. This limitation on release does not apply to market data or other information obtained by the appraiser for use within the report.
- Neither all nor part of the contents of this report, especially conclusions as to value and the identity and affiliations of the appraiser, shall be disseminated to the public through advertising, public relations media, news media, sales media or any other public means of communication without the prior written consent and specific approval of the appraiser.
- By receipt and acceptance of this report, the client acknowledges that, unless otherwise specifically agreed to elsewhere in writing, the fee for this Appraisal Report does not include any subsequent services such as meetings, conferences, depositions, hearings, trial preparation, attendance and testimony at trial, or any other dissemination or defense of the appraisal and its conclusions by the appraiser. These services, if requested, will be invoiced and paid on an hourly basis at the standard hourly rate of the appraiser at the time of the actual service.
- No responsibility is assumed for matters legal in character nor is any opinion rendered as to title, which is assumed to be good. All existing liens and encumbrances have been disregarded, except as noted otherwise, and the property is appraised as though free and clear under responsible ownership and competent management.
- Other information identified in this report as being furnished by others is believed to be reliable but no responsibility is assumed for its accuracy.
- No survey or analysis of the property has been made. Unless otherwise noted, investigation into hidden or underground conditions of the subject has not been undertaken and no opinion is offered in this regard. This limiting condition includes, but is not limited to, adverse soil conditions, hidden structural defects, hazardous materials, toxins and infestation.
- I have assumed the subject to be free of hazardous waste or toxins. As a real estate appraiser, I am neither trained nor qualified to investigate or identify the existence of toxins or hazardous waste on the subject.

Standard Appraisal Limiting Conditions - continued:

- Information concerning market data was obtained from buyers, sellers, brokers, attorneys, trade publications or public records, and to the extent possible, was examined for accuracy and is believed to be reliable. Comparable sales data and sources are confidential and for purposes of this report only.
- Exhibits in the report are intended to assist a reader in visualizing the property and its surroundings; drawings are not intended as surveys; no responsibility is assumed for cartographic accuracy nor are drawings intended to be exact in size, scale or detail.
- Unit values applied to the subject parcel as a whole are applicable only to the entire parcel as defined. All unit values or other means of comparison should not be applied to other properties or individual sub-parcels or divisions of the subject. It is also inappropriate to make a partition based upon fractional or minority ownership interests, unless specifically addressed within the Appraisal Report.
- All areas and dimensions have been checked on the ground, where practical. If furnished by the person(s) requesting the appraisal, or from public records, I assume areas and dimensions to be reasonably accurate. In the absence of registered surveys, land areas may be based upon representations made, and no responsibility is assumed for discrepancies which may become evident from a licensed survey of the property.
- I have not made a specific compliance survey and analysis of the property to determine whether it is in conformity with the various detailed requirements of the Americans with Disabilities Act (ADA). It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of ADA. If so, this fact could negatively impact value and/or marketability of the property. Since I have no direct evidence relating to this issue, I did not consider possible non-compliance with the requirements of the ADA in estimating true cash value of the real property.
- The appraiser assumes no responsibility for economic, physical, political, or demographic factors, which may affect or alter the opinions in this report if said economic, physical, political, or demographic factors change after the effective date of value. The appraiser is not obligated to predict future political, economic, or social trends and/or events. All conclusions and opinions expressed in this Appraisal Report apply to the effective date of valuation set forth in the letter of transmittal contained within this report.

CERTIFICATION: I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- I have not performed an appraisal, or any other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the 3-year period immediately preceding acceptance of this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My 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.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in a manner which complies with Standard 2-2(a) of the **Uniform Standards of Professional Appraisal Practice (USPAP) 2020-2021 Edition, as extended through December 31, 2023 by the **Appraisal Foundation**.**
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the **Appraisal Institute**.
- The use of this report is subject to the requirements of the **Appraisal Institute** relating to review by its duly authorized representatives.
- John R. Widmer, Jr., MAI has made a physical inspection of the property that is the subject of this report, inspected most comparables utilized in substantiation of market value for the subject, and personally made the necessary investigations and analyses pertinent to valuing the property.
- no one provided real property appraisal assistance to the person signing this certification.
- As of the date of this report, John R. Widmer, Jr., MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
- I am licensed in the state of Michigan as a certified general appraiser, and as stipulated by Michigan law, *“appraisers are required to be licensed and are now regulated by the Michigan Department of Licensing & Regulatory Affairs, P.O. Box 30018, Lansing, Michigan 48909”*.

Certification - continued:

- In my opinion, the following fee simple market value on the basis of price per acre has been reconciled for the subject property:

Market Value (\$/Acre), effective May 10, 2023. \$90,000

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

John R. Widmer, Jr., MAI
Certified General Appraiser No. 1205000280
jwidmer@frohmwidmer.com
Direct line: 248-471-6767 ext. 11

DATE: May 10, 2023

LAND SALE NO. 1

PROJECT:

Park Row Apartments

LOCATION:

33344 Ann Arbor Trail

bet. Farmington, Joy & Edward Hines Dr.
Westland**TAX I.D. NO:**

56-013-02-0001-000

PHYSICAL DATA:

configuration:

irregular

road frontage:

 $\pm 284'$ Ann Arbor Trail, $\pm 124'$ Joy Rd.
 $\pm 1,173'$ Farmington & $\pm 1,000'$ Edward Hines

net site area:

5.080 acres

utilities:

all available

road surface:

paved

zoning:

R-5, Single-family Residential

status at sale:

Vacant

use:

28 units

density:

5.51 DU/acre

Med. HH \$ (3-mile):

\$62,169

Avg. HH \$ (3-mile):

\$76,036

Med. Home \$ (3-mile):

\$156,607

SALE DATA:

sale price:

\$200,000

date:

May 31, 2018

status:

closed

terms of sale:

land contract

seller:

Livonia Public Schools

purchaser:

Washington Park Development, LLC

unit pricing:

\$39,370 per acre

\$7,143 per unit

VERIFICATION:

Public Records/Broker

COMMENTS:

The price was negatively impacted by the $\pm \$192,500$ in utility costs to ready site for development. Parent parcel was split into 56-013-04-0001-000 thru -0028-000. Developed as rental apartment community within multiple 4 and 5-plex buildings. The units contain either 2 or 3-bedrooms with private garage and rear patio with adjoining privacy fence, with rent starting at \$1,900/mo.

APPRAISAL QUALIFICATIONS

of

JOHN R. WIDMER, JR., MAI

APPRAISAL EXPERIENCE

Over 37-years experience in the real estate appraisal field. Principal activities have included a wide range of income property valuation, across the state of Michigan. Appraisal assignments primarily include comprehensive narrative reporting of market value for owner-user and investment properties. Additional experience includes appraisal review and consultation for an assortment of litigation matters, involving various property types. Real estate related services include property owner representation in ad valorem appeals filed with the Michigan Tax Tribunal.

ILLUSTRATION OF APPRAISAL EXPERIENCE

- 1990-Present: **Frohm & Widmer, Inc.** - Specializing in the appraisal of income producing properties, with extensive experience also with regard to owner/user properties and going-concern valuations. Property types include but are not limited to shopping centers, apartments, office and industrial buildings, golf courses, hotels, and special use properties. Appraisals and consultation completed for tax and zoning appeals, estate and probate matters, mortgage financing, condemnation, feasibility analysis for new construction, establishing bid and/or sale prices, investment analysis and annual portfolio reviews for institutional investors. Additional appraisal related activity includes fee review assignments.
- 1986-1990: **Independent Fee Appraiser** - specializing in the preparation of narrative appraisal reports on various income producing properties. Appraisal assignments sub-contracted through local fee appraisers. Consulting services included condominium and single-family subdivision market studies, zoning appeal, and lease analyses.

ASSOCIATED CLIENTELE

Appraisals prepared for various local and national commercial banks, life insurance companies, governmental agencies, municipalities, attorneys, accountants, developers, institutional and private investors.

PROFESSIONAL MEMBERSHIPS AND AFFILIATIONS

Member, Appraisal Institute (MAI No. 9038 - August 1991)

(As of the date of this report, John R. Widmer, Jr. has
completed the continuing education program
for Designated Members of the Appraisal Institute)

Member - MAI Admissions Review Committee, Michigan Chapter

Member - Region III Ethics/Review and Counseling Committee

Certified General Appraiser - Permanent I.D. No. 1205000280 (through 7/31/2023)

GENERAL EDUCATION

Eastern Michigan University, Ypsilanti, Michigan (December 1985)

Bachelor Business Administration - Real Estate and Finance majors

Real Estate Related Courses:	Introduction to Real Estate Appraisal
	Property Management
	Real Estate Development (Ind. Study)
	Land Use Planning
	Economics
	Real Estate Law
	Real Estate Financing
	Investment Analysis

APPRAISAL EXAMINATIONS SUCCESSFULLY COMPLETED

American Institute of Real Estate Appraisers - Course 1A-1/8-1
“Real Estate Appraisal Principles”

American Institute of Real Estate Appraisers - Course 8-2
“Residential Valuation”

American Institute of Real Estate Appraisers - Course 1A-2
“Basic Valuation Procedures”

American Institute of Real Estate Appraisers - Course 1B-A
“Capitalization Theory and Techniques, Part A”

American Institute of Real Estate Appraisers - Course 1B-B
“Capitalization Theory and Techniques, Part B”

American Institute of Real Estate Appraisers
“Comprehensive Examination”

SPECIALIZED APPRAISAL EDUCATION

American Institute of Real Estate Appraisers - Course SPP
“Standards of Professional Practice”

American Institute of Real Estate Appraisers - Course 2-1
“Case Studies in Real Estate Valuation”

American Institute of Real Estate Appraisers - Course 2-2
“Report Writing and Valuation Analysis”

Appraisal Institute - Course 410
“Standards of Professional Practice - Part A (USPAP)”

Appraisal Institute - Course 420
“Standards of Professional Practice - Part B”

Appraisal Institute - Course 430
“Standards of Professional Practice - Part C”

Appraisal Institute - Course 520
“Highest and Best Use and Market Analysis”

APPRAISAL SEMINARS

A sampling of appraisal seminars I have attended include:

Leased Fee Valuation - Appraisal Institute
Valuation of Partial Interests - Appraisal Institute
Discounted Cash Flow Analysis - Appraisal Institute
Market Rate Extraction - Appraisal Institute
Current Issues & Misconceptions in the Appraisal Process - Appraisal Institute
Appraisal of Retail Properties - Appraisal Institute
Analyzing Operating Expenses - Appraisal Institute
Feasibility, Market Value, Investment Timing: Option Value - Appraisal Institute
Small Hotel/Motel Valuation - Appraisal Institute
Introduction to GIS Applications for Real Estate Appraisal - Appraisal Institute
Online Internet Search Strategies for Appraisers - Appraisal Institute
Michigan Appraisal Law - Appraisal Institute
Introduction to Expert Witness Testimony for Appraisers - McKissock
Land and Site Valuation - McKissock
Appraisal of Fast Food Facilities - McKissock
Appraisal of Industrial and Flex Buildings - McKissock
Introduction to Commercial Appraisal Review - McKissock
The Basics of Expert Witness for Commercial Appraisers - McKissock
Divorce and Estate Appraisals: Elements of Non-Lender Work - McKissock
Appraisal of Assisted Living Facilities - McKissock
Michigan Appraisal Law - McKissock
Appraisal of Land Subject to Ground Leases - McKissock
Appraisal and Analyzing Retail Shopping Centers for Mortgage Underwriting - McKissock
How to Analyze & Value Income Properties - McKissock
The Dirty Dozen - McKissock

I have presented the following seminars:

Understanding Appraisals (Commercial Lending Group - Michigan National Corporation)
“Nuts and Bolts” of the Market Approach (International Association of Assessing Officers)
Michigan Property Tax (Lorman Education Services)

NOTABLE APPRAISAL ASSIGNMENTS

Office:

Wilshire Plaza
(3) Class "A" Office bldgs.
3-story/547,000 SF
Troy, MI

Michigan National Bank HQ
27777 Inkster Road
Farmington Hills, MI

American Center
Class "A" Office/Retail
25-story/623,773 SF
Southfield, MI

Standard Federal HQ
Class "A" Office
6-story/450,000 SF
Troy, MI

Columbia Center
Class "A" Office/Retail
13-story/250,000 SF
Troy, MI

Timberland Office Center
class A office park
355,000 square feet
Troy, MI

Volkswagen of N.A.
Headquarters - ±330,000 SF
Auburn Hills, MI

Retail:

JCPenney Dept. Stores
Various locations across
state of Michigan

Westwood Mall
enclosed regional mall
456,000 square feet
Jackson, MI

Meadowbrook Village
open-air lifestyle center
Rochester Hills, MI

Partridge Creek Mall
Open-air lifestyle center
Clinton Twp., MI

Northland Mall
enclosed regional center
Southfield, MI

Grand Traverse Mall
enclosed regional center
Garfield Twp., MI

Fountain Walk
open-air lifestyle center
Novi, MI

Several big-box stores across
the State of Michigan
(Meijer, Walmart, Menard,
Kroger, Kohl's)

Industrial:

Metro Airport Center
Foreign trade zone
297,941 square feet
Romulus, MI

Centerpoint Business Park
GM/Etkin joint venture
146 acres
Pontiac, MI

Reid Road Warehouse
Multi-tenant
673,534 square feet
Grand Blanc, MI

Detroit Diesel Corporation
Industrial Manufacturing
±3.2 million square feet
Redford Twp., MI

Residential:

Franklin Park Towers
1,135 unit elevator project
Southfield, MI

The Willits
Luxury condos/CBD Retail
Birmingham, MI

Hidden Lake
Private, lakefront community
330 units, ±380 acres
Green Oak Township, MI

Miscellaneous:

Several Private Country
Clubs and Daily Fee Golf
Courses across Southeast
Michigan

Suburban Collection
Exposition Center
Novi, MI

Several Full-service,
Limited-service & Select-
service Hotel properties
across the state of
Michigan

Parking lots at DTW
13,600 spaces, long-term,
"off-airport" parking
Romulus, MI

Several Senior Housing
properties across all
continuum of care across
Southeast Michigan

MIS - Motorsports Super
Speedway
Brooklyn, MI

SSIHM Monroe Campus
Motherhouse, accessory
land and structures
Monroe, MI

Farmington Founders Park
Municipal recreation park
93.80 acres
Farmington Hills, MI

Treetops Resort
4-season Recreation
Resort
Gaylord, MI

City of Detroit
Hotel Assessments
CBD, New Center &
Midtown

RECENT REPRESENTATIVE LIST OF CLIENTS

Financial Institutions:

Bank of America
JPMorgan Chase Bank
PNC Bank
TCF National Bank
Talmer Bank
Huntington Bank
Fifth Third Bank
People's Bank
The Private Bank
Level One Bank
Comerica Bank
First National Bank in Howell

Mortgage Companies:

AMI Capital, Inc.
AMRESKO, Inc.
Bloomfield Acceptance Corp.
Eichler, Fayne & Associates
Hartger & Williard
J.E. Robert Company
Keycorp Mortgage, Inc.
Washington Mortgage Financial
Washington Capital

Attorneys:

Jackier Gould, PC
Hallahan & Associates, PC
Monaghan, PC
Honigman Miller Schwartz & Cohn, LLP
Frasco Caponigro Wineman & Scheible, PC
Secrest Wardle, PC
Sullivan & Leavitt, PC
Miller, Canfield, PLC
Wright Penning & Beamer, PC
Eastman & Smith Ltd.
Kerr, Russell and Weber, PLC
Steinhardt Pesick & Cohen, PC

Development/Investment:

AEW Capital Partners, LP
Biltmore Properties
Damavoletes Properties
Etkin Equities, Inc.
JP Morgan Investment Mgt., Inc.
JFK Investment Group
Kojaian Management
R.A. DeMattia Company
The Farbman Group
The Selective Group

Corporations:

Argus Corporation
Botsford General Hospital
Catherine McAuley Health Systems
Clark Refining & Marketing
Country Building Supplies
Daughters of Charity of St. Vincent dePaul
Roush Technologies
Environmental Disposal Systems, Inc.
Hines Park Lincoln Mercury
Jackson National Life
JCPenney
LDJ Electronics
McDonald Ford
Northwest Propane
Phillips Service Industries
Rush Trucking
Ticor Title Insurance Company
World Computer Corporation

Institutional Lenders:

AEGON USA Realty Advisors
Alexander Hamilton Life
CIBC World Markets
Citi Mortgage
IDS Financial Services
The Equitable of Iowa
Nomura Asset Capital Corporation
United of Omaha Life
Starwood Mortgage Capital, LLC

Government Related:

FDIC
FNMA
State of Michigan
M-DOT

Municipalities:

Adrian, Ann Arbor, Auburn Hills, Battle Creek, Bear Creek Twp., Big Rapids, Birmingham, Bloomfield Twp., Brighton, Cambridge Twp., Canton Twp., Clinton Twp., Detroit, Farmington, Farmington Hills, Garfield Twp., Greenville, Kalamazoo, Livonia, Madison Twp., Marion Twp., Oakland Twp., Orchard Lake Village, Orion Twp., Port Huron, Rochester Hills, Royal Oak, Southfield, Southgate, Taylor, Tecumseh, Three Rivers, Sturgis, West Bloomfield Twp., Westland



LITIGATION SUMMARY

COURT	PARTIES	CLIENT	DOCKET	DATE
Oakland County Circuit	Civic Center Office, LLC v. RCOC	Property Owner	00-025373-CC	May-02
Michigan Tax Tribunal	Highland-Howell Dev. Co., LLC v. Marion Twp.	Respondent	261431 & 266534	07/09/09
Michigan Tax Tribunal	Oakland Commons Acq., LLC v. City of Southfield	Respondent	333712	11/09/09
Washtenaw County Circuit	Grand Sakwa of Northfield, LLC v. Northfield Twp.	Property Owner	04-1105-CH	Mar-10
Michigan Tax Tribunal	Brighton Mall v. City of Brighton	Petitioner	360623	10/18/11
Michigan Tax Tribunal	Knollwood Country Club v. West Bloomfield Twp.	Respondent	285849	11/07/11
Michigan Tax Tribunal	Treetops Acquisition Co., LLC v. Township of Dover	Petitioner	316763	05/07/12
Michigan Tax Tribunal	Eight-Haggerty Properties, LP v. City of Novi	Petitioner	371622	08/07/12
Michigan Tax Tribunal	JBM Tecumseh MFG RE, LLC v. City of Tecumseh	Respondent	417491	10/10/13
Michigan Tax Tribunal	JCPenney v. City of Grandville	Petitioner	453898	01/26/15
Michigan Tax Tribunal	Dorian Ford v. Clinton Twp.	Respondent	455503	08/27/15
Michigan Tax Tribunal	Plum Hollow Golf Club v. City of Southfield	Respondent	452499	09/24/15
Macomb County Probate	Maurice A. Reygaert Revocable Living Trust	Defendant	2013-211177-DA	01/06/16
Michigan Tax Tribunal	Glassman Oldsmobile v. City of Southfield	Respondent	14-003012-TT	03/17/16
Michigan Tax Tribunal	VEV Real Estate, LLC v. City of Taylor	Respondent	14-003099-TT	05/17/16
Michigan Tax Tribunal	Pine Lake Country Club v. West Bloomfield Twp.	Respondent	14-003247-TT	06/28/16
Michigan Tax Tribunal	Rough Road Holding Co., LLC v. Surrey Twp.	Petitioner	15-001837-TT	03/31/17
Michigan Tax Tribunal	Sherry Wagar v. Northfield Twp.	Respondent	15-006926-TT	05/30/17
Michigan Tax Tribunal	Iris, LLC v. City of Royal Oak	Respondent	16-003127-TT	11/28/17
Michigan Tax Tribunal	Kroger Co. of Michigan v. City of Howell	Petitioner	16-002784-TT	02/07/18
Michigan Tax Tribunal	Plum Hollow Golf Club v. City of Southfield	Respondent	17-002072-TT	11/14/18
Michigan Tax Tribunal	Meijer, Inc. v. City of Flat Rock	Respondent	16-001205-TT	02/15/19
Michigan Tax Tribunal	Parkway Village, LLC v. Township of Clinton	Respondent	17-002793-TT	03/05/19
Michigan Tax Tribunal	Detroit Diesel Corporation v. Township of Redford	Respondent	17-001174-TT	03/25/19
Michigan Tax Tribunal	Rural King v. Hartland Township	Respondent	17-002207-TT	05/07/19
Michigan Tax Tribunal	Armada Oil & Gas v. City of Southfield	Respondent	18-000532-TT	07/31/19
Michigan Tax Tribunal	SA676US23, LLC v. Township of Harrisville	Respondent	18-002297-TT	02/27/20
Michigan Tax Tribunal	STW Investments, LLC v. City of Brighton	Respondent	19-002585-TT	11/09/20
Michigan Tax Tribunal	Indianwood Golf & CC v. Township of Orion	Respondent	18-001886-TT	01/22/21
Michigan Tax Tribunal	Meadowbrook CC v. Township of Northville	Respondent	19-002548-TT	02/09/21
Michigan Tax Tribunal	NOSAJ Properties, LLC v. City of Belleville	Respondent	18-001259-TT	03/15/21
Michigan Tax Tribunal	RMKB Holdings, LLC v. City of Chelsea	Respondent	20-000974-TT	09/27/21
Michigan Tax Tribunal	Iris, LLC v. City of Royal Oak	Respondent	18-001436-TT	10/26/21
Michigan Tax Tribunal	Wyoming Hospitality, Inc. v. City of Wyoming	Petitioner	20-000509-TT	01/18/22
Michigan Tax Tribunal	Lormax Stern Acme, LLC v. Acme Township	Petitioner	20-002232-TT	03/15/22
Michigan Tax Tribunal	Dicastal North America, Inc. v. City of Greenville	Respondent	20-003825-TT	06/13/22
Michigan Tax Tribunal	Walmart v. Township of Madison	Respondent	20-002388-TT	07/05/22
Michigan Tax Tribunal	Menard, Inc. v. Township of Orion	Respondent	20-003697-TT	08/22/22
Michigan Tax Tribunal	Windemere Park of Warren v. City of Warren	Respondent	20-001843-TT	10/19/22
Michigan Tax Tribunal	Rockefeller Properties, LLC v. City of Highland Park	Respondent	20-003717-TT	12/16/22
Michigan Tax Tribunal	Eastpointe Storage Center, LLC v. City of Eastpointe	Respondent	20-003731-TT	01/27/23

LAND SALE NO. 1



LAND SALE NO. 2

PROJECT:
LOCATION:

Heritage Square
E/S of Newburgh Rd.
S of Six Mile Rd.
Livonia

TAX I.D. NO:

46-066-99-0004-000, -0006-000,
-0007-002 & -0008-000

PHYSICAL DATA:

configuration:	irregular
road frontage:	±233' on Newburgh Rd. ±1,260' maximum depth
net site area:	14.380 acres
utilities:	all available
road surface:	paved
zoning:	PL, Public Lands & R-3, One-family Res.
status at sale:	Vacant
use:	50 units
density:	3.48 DU/acre
Med. HH \$ (3-mile):	\$94,165
Avg. HH \$ (3-mile):	\$116,463
Med. Home \$ (3-mile):	\$266,095

SALE DATA:

sale price:	\$1,655,000
date:	August 23, 2018
status:	closed
terms of sale:	cash
seller:	See Comments
purchaser:	HS-Livonia, LLC
unit pricing:	\$115,090 per acre \$33,100 per unit

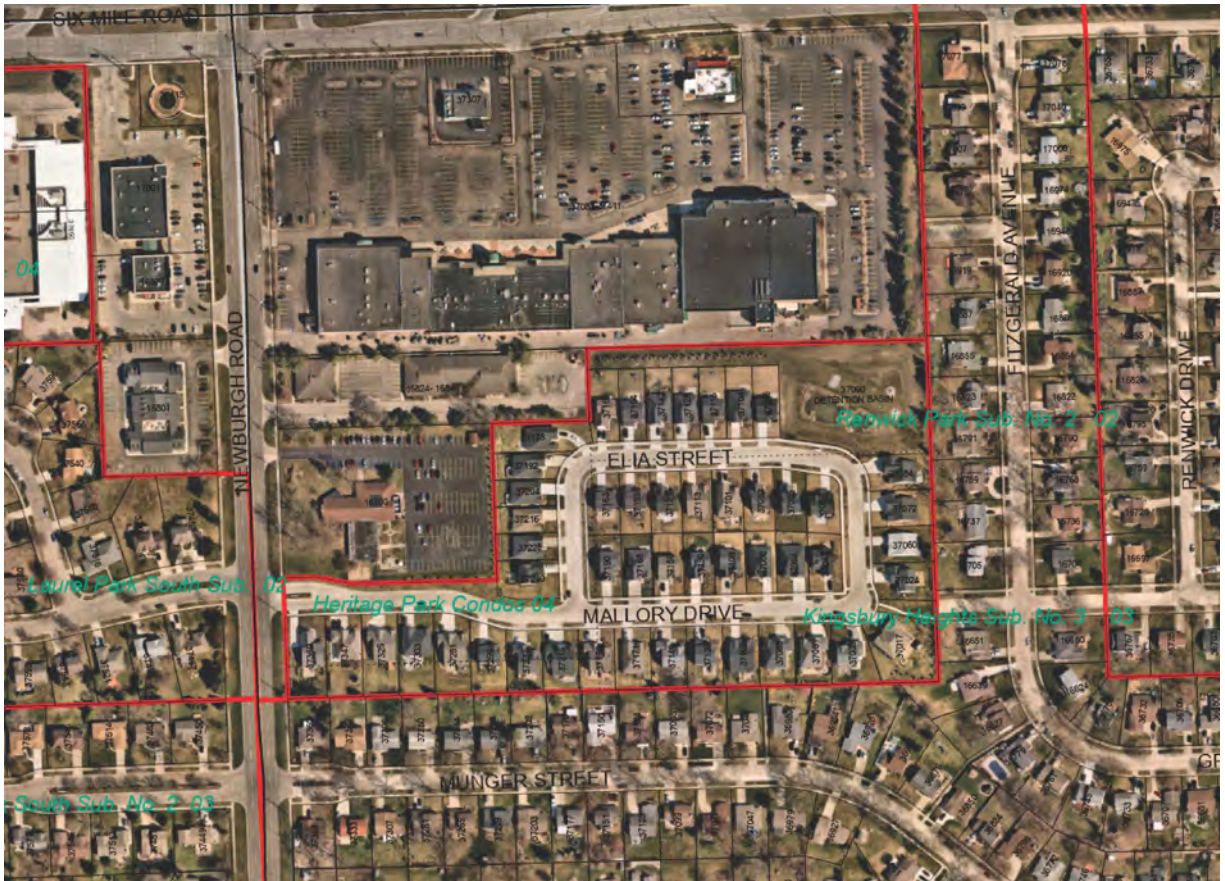
VERIFICATION:

Public Records/Seller

COMMENTS:

This sale included a former Livonia Public School site (46-066-99-0004-000 & -0006-000) and a portion of the St. Timothy Church site (46-066-99-0007-002 & -0008-000). The school portion of the deal closed on August 23, 2018, while the church portion closed on September 21, 2018. Lots were absorbed quickly, with lot pricing averaging ±\$85,000 and home prices ranging from ±\$350,000 to ±\$450,000.

LAND SALE NO. 2



LAND SALE NO. 3

PROJECT:
LOCATION:

Park West Village
N/S Ann Arbor Tr.
between Hubbard Rd. & Ritz Ave.
Westland

TAX I.D. NO:

56-009-02-0574-301, 56-009-99-0003-702
56-009-01-0044-002

PHYSICAL DATA:

configuration:	irregular
road frontage:	±890' on Ann Arbor Tr. ±597' on Hubbard Rd.
net site area:	20.896 acres
utilities:	all available
road surface:	paved
zoning:	R-5, Single-Family Residential
status at sale:	Vacant
use:	80 units
density:	3.83 DU/acre
Med. HH \$ (3-mile):	\$59,680
Avg. HH \$ (3-mile):	\$72,836
Med. Home \$ (3-mile):	\$149,308

SALE DATA:

sale price:	\$1,150,000
date:	April 17, 2019
status:	closed
terms of sale:	cash
seller:	Livonia Public Schools
purchaser:	PW-Westland, LLC
unit pricing:	\$55,034 per acre \$14,375 per unit

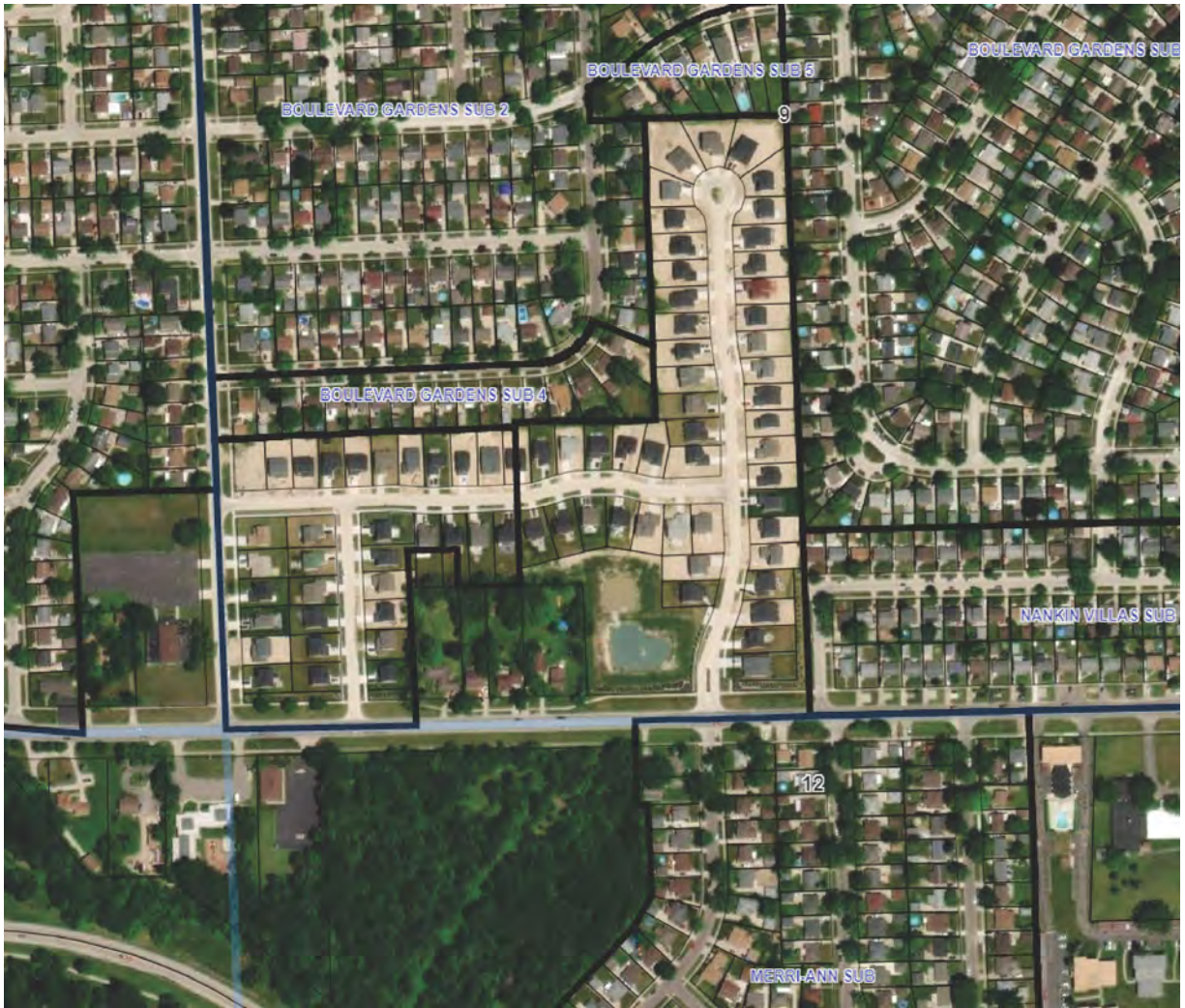
VERIFICATION:

Public Records/Broker

COMMENTS:

This transaction included two (2) properties, the former Nankin Mills Elementary School and the Western Wayne Skills Center. Pricing was divided equally at \$575,000 for each segment, and all buildings were demolished by LPS prior to the sales closing.

LAND SALE NO. 3



LAND SALE NO. 4

PROJECT: Grand Reserve Site Condo
LOCATION: S/S Lyndon Ave.
W of Newburgh Rd.
Livonia
TAX I.D. NO: 46-073-99-0007-000

PHYSICAL DATA:

configuration:	mostly rectangular
road frontage:	±482' on Lyndon Ave. ±782' average depth
net site area:	9.339 acres
utilities:	all available
road surface:	paved
zoning:	PL, Public Lands
status at sale:	Vacant
use:	32 units
density:	3.43 DU/acre
Med. HH \$ (3-mile):	\$84,674
Avg. HH \$ (3-mile):	\$107,267
Med. Home \$ (3-mile):	\$249,833

SALE DATA:

sale price:	\$1,110,000
date:	May 21, 2021
status:	closed
terms of sale:	cash
seller:	Livonia Public Schools
purchaser:	Crosswinds Court Sub, Inc.
unit pricing:	\$118,857 per acre \$34,688 per unit

VERIFICATION: Public Records/Broker

COMMENTS: This property went out to RFP as a vacant parcel when the former Webster Elementary School was demolished. The first sales in this project closed beginning in May 2022, with lot pricing averaging \$85,000, and base home pricing at a minimum of \$429,990 up to \$524,000. Two spec homes are now listed for \$539,990 to \$569,990.

LAND SALE NO. 4



LAND SALE NO. 5

PROJECT:

Emerson Oaks Site Condo

LOCATION:N/S West Chicago Rd.
between Inkster Rd. & Middlebelt Rd.
Livonia**TAX I.D. NO:**

46-142-99-0016-000

PHYSICAL DATA:

configuration:	square
road frontage:	±617' on West Chicago Rd. ±617' on Harrison Ave.
net site area:	8.739 acres
utilities:	all available
road surface:	paved
zoning:	PL, Public Lands
status at sale:	Vacant
use:	35 units
density:	4.00 DU/acre
Med. HH \$ (3-mile):	\$63,797
Avg. HH \$ (3-mile):	\$76,309
Med. Home \$ (3-mile):	\$148,285

SALE DATA:

sale price:	\$600,000
date:	May 27, 2021
status:	closed
terms of sale:	cash
seller:	Livonia Public Schools
purchaser:	Emerson Oaks - Livonia, LLC
unit pricing:	\$68,655 per acre \$17,143 per unit

VERIFICATION:

Public Records/Broker

COMMENTS:

This property went out to RFP as a vacant parcel when the former Wilson Elementary School was demolished. The first sales in this project closed on December 2, 2022, with lot pricing at \$62,500, with base home pricing at a minimum of \$305,000 up to \$399,000.

LAND SALE NO. 5



LAND SALE NO. 6

PROJECT: Lyndon Park Site Condo
LOCATION: S/S Lyndon Ave.
between Inkster Rd. & Middlebelt Rd.
Livonia
TAX I.D. NO: 46-096-99-0004-000 & 46-095-99-0011-000

PHYSICAL DATA:

configuration: irregular
road frontage: ±909' on Middlebelt Rd.

net site area: 11.830 acres
utilities: all available
road surface: paved
zoning: PL, Public Lands (Re-zoned)
status at sale: Vacant
use: 39 units
density: 3.30 DU/acre
Med. HH \$ (3-mile): \$66,158
Avg. HH \$ (3-mile): \$79,675
Med. Home \$ (3-mile): \$146,191

SALE DATA:

sale price: \$852,000
date: June 16, 2021
status: closed
terms of sale: cash
seller: Livonia Public Schools
purchaser: Adams Park Development, LLC
unit pricing: \$72,020 per acre
\$21,846 per unit

VERIFICATION: Public Records/Broker

COMMENTS: This property went out to RFP as a vacant parcel when the former Adams Elementary School and Perrinville Early Childhood Center were demolished. The first sales in this project closed in March 2022, with lot pricing averaging \$75,000 through August 2022, increasing to \$80,000 with two sales in September 2022. Base home pricing falls in the low-\$400,000s.

LAND SALE NO. 6



LAND SALE NO. 7

PROJECT:
LOCATION:

Chasewood Villas
N/S West 9 Mile Rd.
between I-275 & Halsted Rd.
Farmington Hills
23-30-300-019

TAX I.D. NO:

PHYSICAL DATA:

configuration:	rectangular
road frontage:	±330' on West 9 Mile Rd.
	±1,260' average depth
net site area:	9.545 acres
utilities:	all available
road surface:	paved
zoning:	RA-2, One-family Residential
status at sale:	Swim & Tennis Club
use:	25 units
density:	2.62 DU/acre
Med. HH \$ (3-mile):	\$90,096
Avg. HH \$ (3-mile):	\$112,240
Med. Home \$ (3-mile):	\$288,437

SALE DATA:

sale price:	\$875,000
date:	March 31, 2022
status:	closed
terms of sale:	cash
seller:	Piemontese Social Club
purchaser:	Pulte Homes of Michigan, LLC
unit pricing:	\$91,667 per acre
	\$35,000 per unit

VERIFICATION:

Public Records/Broker

COMMENTS:

This is the sale of the former Piemontese Swim and Tennis club in the southwest section of Farmington Hills, with the building including ±8,000 square feet. Base pricing reported by Pulte is starting at \$464,990 and there have been no sales of lots or homes as of May 2023.

LAND SALE NO. 7



ATTACHMENT 3

**EMAIL COMMUNICATION
JUNE 13, 2023**

From: Slater, Michael <mslater@livonia.gov>

Sent: Tuesday, June 13, 2023 4:07 PM

To: Taormina, Mark <mtaormina@livonia.gov>; Brosnan, Maureen Miller <mbrosnan@livonia.gov>; Varga, Dave <dvarga@livonia.gov>; Rushlow, Jacob <jrushlow@livonia.gov>; Davis, Ted <edavis@livonia.gov>

Subject: LPS Bentley Property

Hi All,

Good news! I received a call from Alison Smith this afternoon with an update on our proposal to purchase approximately 4 acres of school land for the Senior Center. She first indicated that they were very appreciative of the map Mark provided showing how the remaining land could be used.

Phil and Alison have presented our proposal to Andrea and a subgroup of school board members. The value provided by the school's consultant was \$110k - \$140k per acre. Our appraisal was \$90k per acre. Alison indicated that they would be willing to sell for \$100k per acre. I told them that we would need to discuss internally, but this seems like a fair compromise and I was confident that it would be acceptable to Livonia leaders.

Next steps for us would be to get approval from Council (informal is ok), and then LPS would then have their attorney draft sale documents and take them to the School Board for approval.

Is there anything I am missing?

Michael Slater

Finance Director

City of Livonia | Finance Department

(734) 466-2260

mslater@livonia.gov

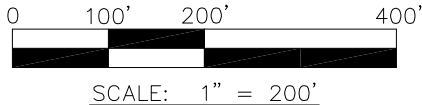
ATTACHMENT 4

CERTIFICATE OF SURVEY

CERTIFICATE OF SURVEY



PARENT PARCELS
46-085-02-0001-001 AND
46-085-02-0027-001



SCALE: 1" = 200'

NORTH 1/4 COR. OF SECTION 22,
T.01S., R.09E., CITY OF LIVONIA,
WAYNE COUNTY, MICHIGAN.
F.I.R. IN MON BOX
L. 32492, P. 19, W.C.R.

NORTHEAST COR. OF SECTION 22,
T.01S., R.09E., CITY OF LIVONIA,
WAYNE COUNTY, MICHIGAN
F.I.R. MON BOX
L. 35033, P. 357, W.C.R.

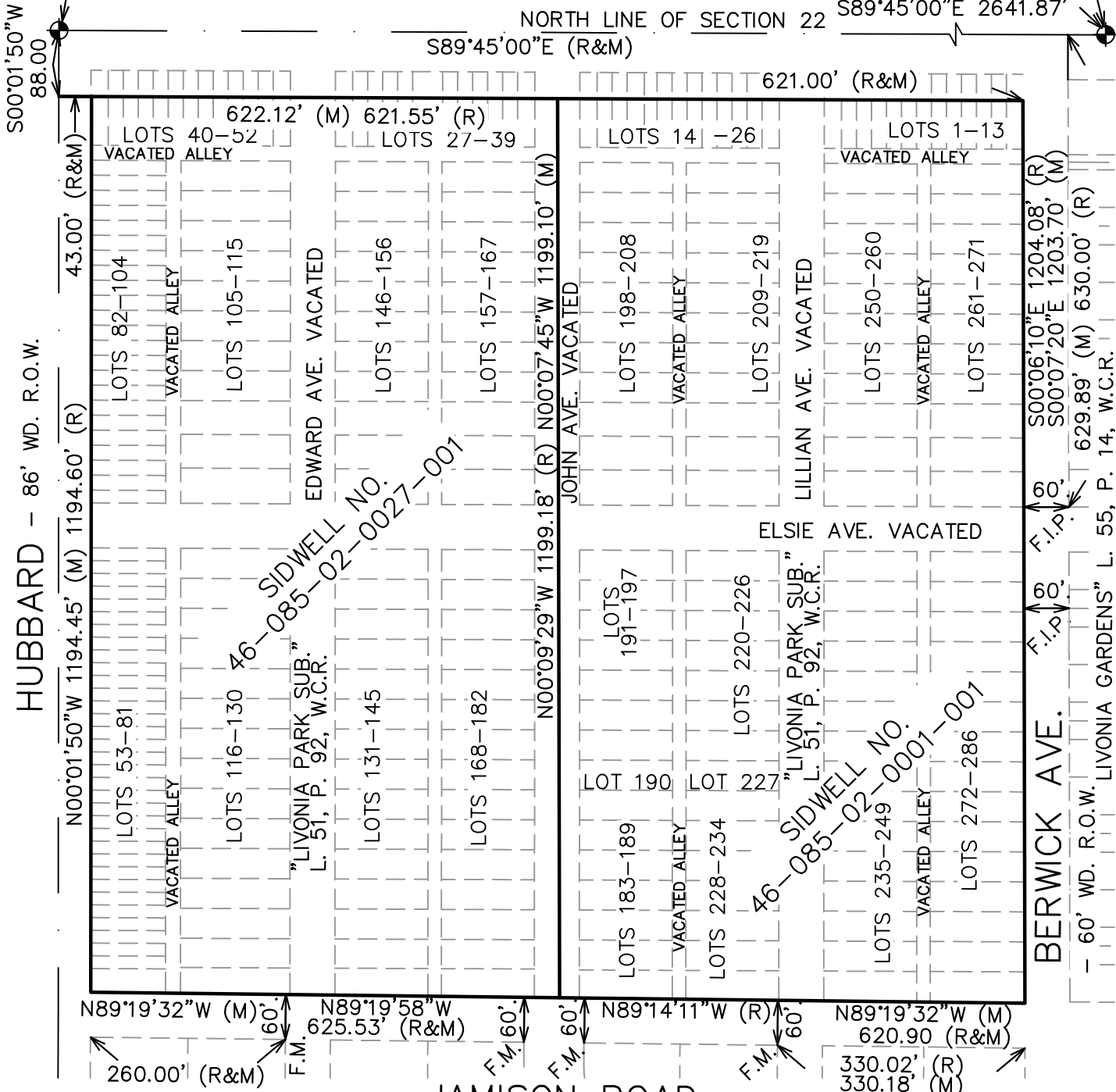
FIVE MILE ROAD

NORTH LINE OF SECTION 22

S89°45'00"E 2641.87'

S89°45'00"E (R&M)

621.00' (R&M)



LEGEND:

- (R) = RECORD
- (M) = MEASURED
- S.I.R. = SET IRON ROD
- F.I.R. = FOUND IRON ROD
- F.M. = FOUND MONUMENT

JAMISON ROAD

60' WD. ROW

"YOUNG AND YAGODA SUB."
L. 80, P. 60-61, W.C.R.

JOB NO. 20211141
DATE 01/10/24



555 HULET DRIVE
BLOOMFIELD HILLS, MICH.
P.O. BOX 824
48303 - 0824
PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 454-6359
WEB SITE: www.hrcengr.com

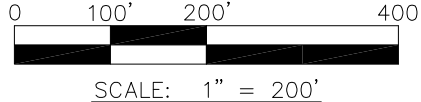
SHEET NO.
1
OF 5

CERTIFICATE OF SURVEY



SCALE: 1" = 200'

SPLIT OF PARCEL
46-085-02-0001-001

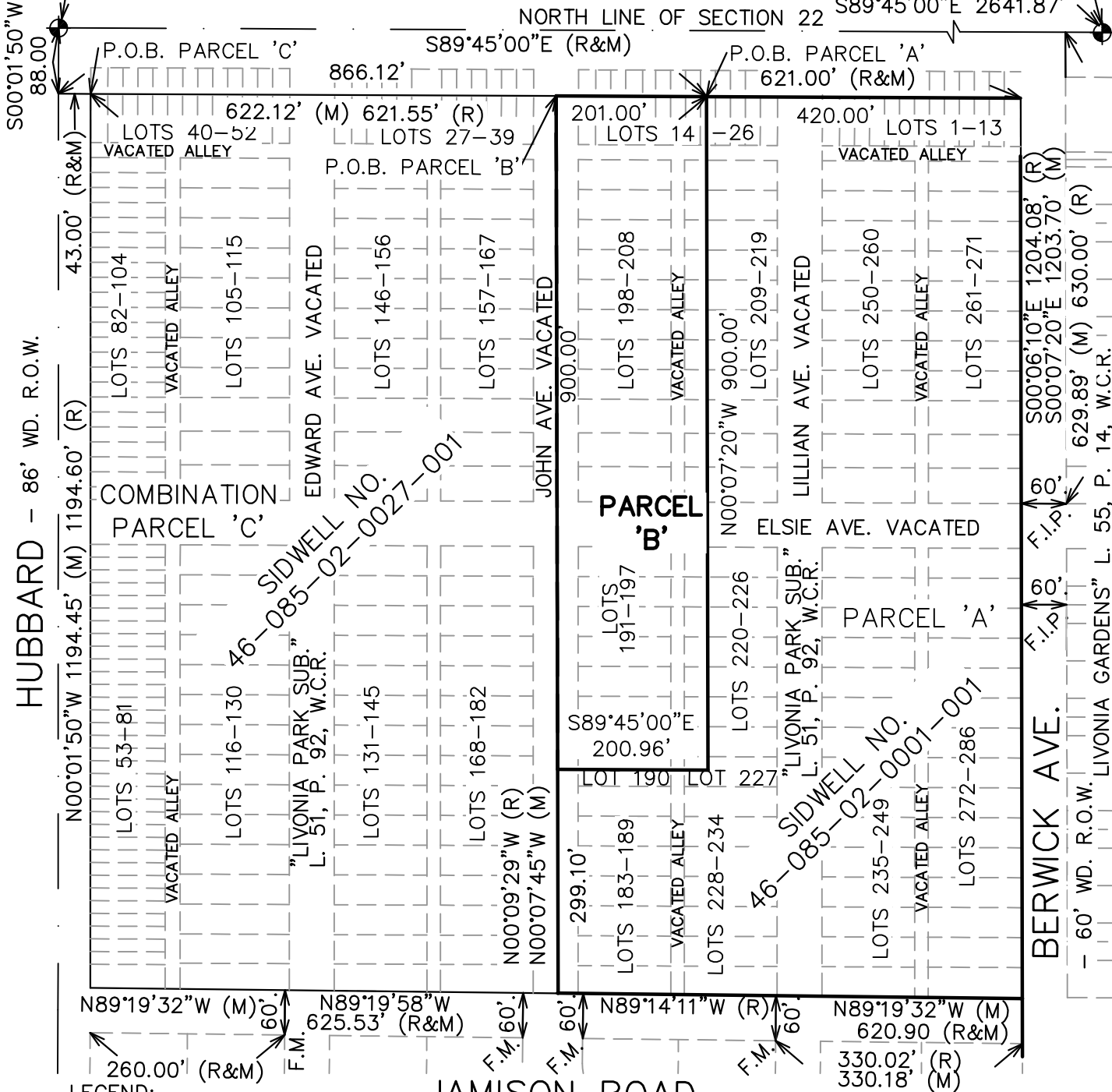


NORTHEAST COR. OF SECTION 22,
T.01S., R.09E., CITY OF LIVONIA,
WAYNE COUNTY, MICHIGAN
F.I.R. MON BOX
L. 35033, P. 357, W.C.R.

NORTH 1/4 COR. OF SECTION 22,
T.01S., R.09E., CITY OF LIVONIA,
WAYNE COUNTY, MICHIGAN.
F.I.R. IN MON BOX
L. 32492, P. 19, W.C.R.

FIVE MILE ROAD

NORTH LINE OF SECTION 22 S89°45'00"E 2641.87'



LEGEND:

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- F.I.R. = FOUND IRON ROD
- F.M. = FOUND MONUMENT

JAMISON ROAD
60' WD. ROW

"YOUNG AND YAGODA SUB."
L. 80, P. 60-61, W.C.R.

JOB NO. 20211141
DATE 01/10/24

HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

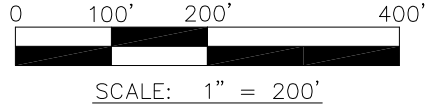
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SHEET NO. 2 OF 5

CERTIFICATE OF SURVEY



PROPOSED PARCEL
COMBINATION



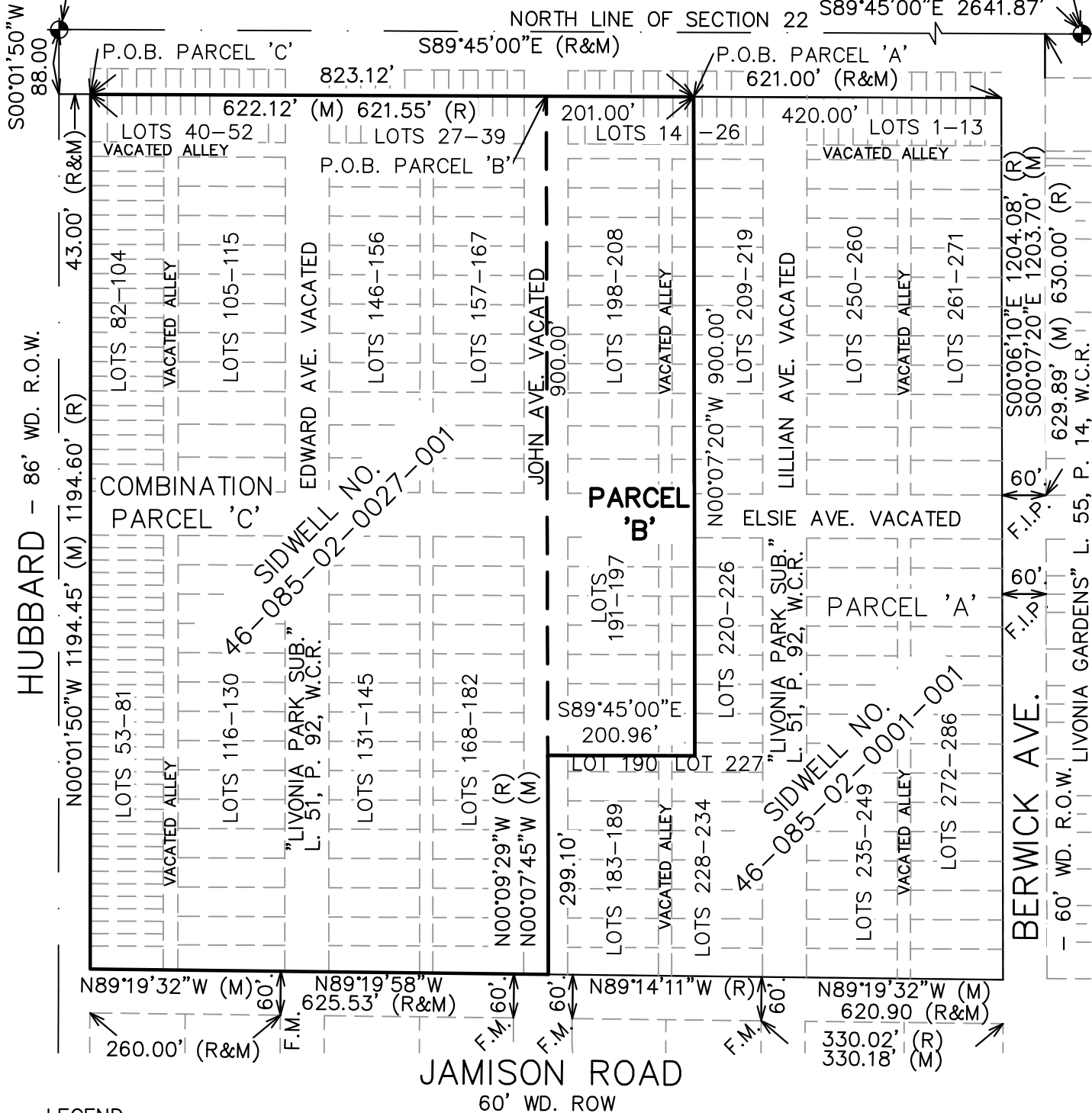
SCALE: 1" = 200'

NORTH 1/4 COR. OF SECTION 22,
T.01S., R.09E., CITY OF LIVONIA,
WAYNE COUNTY, MICHIGAN.
F.I.R. IN MON BOX
L. 32492, P. 19, W.C.R.

NORTHEAST COR. OF SECTION 22,
T.01S., R.09E., CITY OF LIVONIA,
WAYNE COUNTY, MICHIGAN
F.I.R. MON BOX
L. 35033, P. 357, W.C.R.

FIVE MILE ROAD

NORTH LINE OF SECTION 22 S89°45'00"E 2641.87'



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SHEET NO.
3
OF 5

DESCRIPTION OF PROPERTY (SIDWELL NO. 46-085-02-0001-001)

LOTS 1 THRU 26, INCLUSIVE, EXCEPT THE NORTH 35.00 FEET THEREOF, ALSO LOTS 183 THRU 286, INCLUSIVE, ALSO ALL ADJACENT STREETS AND ALLEYS IN "LIVONIA PARK SUB." OF N.W. ¼ OF N.E. ¼ OF SECTION 22, T.01S., R.09E., LIVONIA TOWNSHIP (NOW CITY OF LIVONIA) WAYNE COUNTY, MICHIGAN , AS RECORDED IN LIBER 51, PAGE 92, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS: BEGINNING S00°01'50"E 88.00 FEET AND S89°45'00"E 664.55 FEET FROM THE NORTH ¼ CORNER OF SAID SECTION 22; THENCE CONTINUING S89°45'00"E 621.00 FEET; THENCE S00°06'10"E 1204.08 FEET; THENCE N89°14'11"W 620.90 FEET; THENCE N00°09'29"W 1199.18 FEET TO THE POINT OF BEGINNING. CONTAINING 749563 SQUARE FEET, OR 17.12 ACRES, MORE OR LESS.

DESCRIPTION OF PROPERTY (SIDWELL NO. 46-085-02-0027-001)

LOTS 27 THRU 52, INCLUSIVE, EXCEPT THE NORTH 35.00 FEET THEREOF, ALSO LOTS 53 THRU 182, INCLUSIVE, ALSO ALL ADJACENT STREETS AND ALLEYS IN "LIVONIA PARK SUB." OF N.W. ¼ OF N.E. ¼ OF SECTION 22, T.01S., R.09E., LIVONIA TOWNSHIP (NOW CITY OF LIVONIA) WAYNE COUNTY, MICHIGAN , AS RECORDED IN LIBER 51, PAGE 92, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS: BEGINNING S00°01'50"E 88.00 FEET AND S89°45'00"E 43.00 FEET FROM THE NORTH ¼ CORNER OF SAID SECTION 22; THENCE CONTINUING S89°45'00"E 621.55 FEET; THENCE S00°09'29"E 1199.18 FEET; THENCE N89°19'58"W 625.53 FEET; THENCE N00°01'50"E 1194.60 FEET TO THE POINT OF BEGINNING. CONTAINING 746543 SQUARE FEET, OR 17.13 ACRES, MORE OR LESS.

I CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION OF THE LAND DESCRIBED HEREON IN COMPLIANCE WITH THE REQUIREMENTS OF PUBLIC ACT 132 OF 1970, AS AMENDED. THE RELATIVE ERROR OF CLOSURE BEING NOT GREATER THAN 1 PART IN 5000; AND THAT ENCROACHMENTS AFFECTING SAID LAND, IF ANY, ARE LOCATED AS SHOWN HEREON.

JOB NO. 20211141	 HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915	555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303 - 0824	SHEET NO.
DATE 01/10/24		PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: www.hrcengr.com		4 OF 5

DESCRIPTION OF PARCEL "A'

LOTS 1 THRU 17, INCLUSIVE, EXCEPT THE NORTH 35.00 FEET THEREOF, ALSO PART OF LOTS 18, 190 AND 209 THRU 227, INCLUSIVE, AND LOTS 183 THRU 189, INCLUSIVE AND LOTS 228 THRU 286, INCLUSIVE, ALSO ALL ADJACENT STREETS AND ALLEYS IN "LIVONIA PARK SUB." OF N.W. ¼ OF N.E. ¼ OF SECTION 22, T.01S., R.09E., LIVONIA TOWNSHIP (NOW CITY OF LIVONIA) WAYNE COUNTY, MICHIGAN , AS RECORDED IN LIBER 51, PAGE 92, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS: BEGINNING S00°01'50"E 88.00 FEET AND S89°45'00"E 866.12 FROM THE NORTH ¼ CORNER OF SAID SECTION 22; THENCE CONTINUING S89°45'00"E 420.00 FEET; THENCE S00°07'20"E 1203.70 FEET MEASURED (S00°06'10"E 1204.08 FEET RECORD); THENCE N89°19'32"W MEASURED (N89°14'11"W RECORD) 620.90 FEET (MEASURED AND RECORD); THENCE N00°07'45"W 229.10 FEET MEASURED (N00°09'29"W RECORD); THENCE S89°45'00"E 200.96 FEET; THENCE N00°07'20"W 900.00 FEET TO THE POINT OF BEGINNING. CONTAINING 565,117 SQUARE FEET, OR 12.97 ACRES, MORE OR LESS.

DESCRIPTION OF PARCEL 'B'

LOTS 19 THRU 26, INCLUSIVE, EXCEPT THE NORTH 35.00 FEET THEREOF, ALSO PART OF LOTS LOTS 18 AND 190, AND LOTS 191 THRU 208,INCLUSIVE, AND LOTS 209 THRU 227, INCLUSIVE, ALSO ALL ADJACENT STREETS AND ALLEYS IN "LIVONIA PARK SUB." OF N.W. ¼ OF N.E. ¼ OF SECTION 22, T.01S., R.09E., LIVONIA TOWNSHIP (NOW CITY OF LIVONIA) WAYNE COUNTY, MICHIGAN , AS RECORDED IN LIBER 51, PAGE 92, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS: BEGINNING S00°01'50"E 88.00 FEET AND S89°45'00"E 665.12 MEASURED (664.55 FEET RECORD) FROM THE NORTH ¼ CORNER OF SAID SECTION 22; THENCE CONTINUING S89°45'00"E 201.000 FEET; THENCE S00°07'20"E 900.00 FEET; THENCE N89°45'00"W 200.96 FEET; THENCE N00°07'45"W MEASURED 900.00 FEET (N00°09'29"W RECORD) TO THE POINT OF BEGINNING. CONTAINING 180,846 SQUARE FEET, OR 4.15 ACRES, MORE OR LESS.

DESCRIPTION OF PARCEL "C"

LOTS 19 THRU 52, INCLUSIVE, EXCEPT THE NORTH 35.00 FEET THEREOF, ALSO LOTS 53 THRU 182, INCLUSIVE, LOTS 191 THRU 208, INCLUSIVE AND PART OF LOTS 18, 190 AND 209 THRU 227, INCLUSIVE, ALSO ALL ADJACENT STREETS AND ALLEYS IN "LIVONIA PARK SUB." OF N.W. ¼ OF N.E. ¼ OF SECTION 22, T.01S., R.09E., LIVONIA TOWNSHIP (NOW CITY OF LIVONIA) WAYNE COUNTY, MICHIGAN , AS RECORDED IN LIBER 51, PAGE 92, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS: BEGINNING S00°01'50"E 88.00 FEET AND S89°45'00"E 43.00 FEET FROM THE NORTH ¼ CORNER OF SAID SECTION 22; THENCE CONTINUING S89°45'00"E 823.12 FEET; THENCE S00°07'20"E 900.00 FEET; THENCE N89°45'00"W 200.96 FEET; THENCE S00°07'45"E 229.10 FEET MEASURED (S00°09'29"E RECORD); THENCE N89°19'32"W 625.51 FEET MEASURED (N89°19'58"W 625.53 FEET RECORD); THENCE N00°01'50"W 1194.45 MEASURED (1194.60 RECORD) FEET TO THE POINT OF BEGINNING. CONTAINING 927,389 SQUARE FEET, OR 21.28 ACRES, MORE OR LESS.

I CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION OF THE LAND DESCRIBED HEREON IN COMPLIANCE WITH THE REQUIREMENTS OF PUBLIC ACT 132 OF 1970, AS AMENDED. THE RELATIVE ERROR OF CLOSURE BEING NOT GREATER THAN 1 PART IN 5000; AND THAT ENCROACHMENTS AFFECTING SAID LAND, IF ANY, ARE LOCATED AS SHOWN HEREON.

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DATE 01/10/24			