

AGENDA

1914th Regular Meeting of the Council of the City of Livonia Monday, February 8, 2021
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7:00 PM

* Due to COVID-19, Livonia City Council meetings will not be held in the City Hall Auditorium

Live broadcast: AT&T Uverse Channel 99 / Spectrum Channel 203 /

WOW Channel 10 / YouTube.com/LivoniaTV

Connect on Zoom: <https://us02web.zoom.us/j/822419226> or phone at (312) 626-6799, ID: 822 419 226

To participate, use the 'Raise Hand' button on Zoom or press *9 on your phone to be called on

CALL TO ORDER

INVOCATION/PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION OF MINUTES

[Minutes of the 1913th Regular Meeting of January 25, 2021](#)

AUDIENCE COMMUNICATION

REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS

[Communication from the Department of Finance, dated January 8, 2021, re: forwarding Quarterly Investment Report for the City of Livonia as of November 30, 2020.](#)

CONSENT AGENDA

- 1) [REQUEST TO WAIVE THE SIDEWALK REQUIREMENT: Ronald Emling, re: for the industrial building to be constructed at 34422 Rosati Drive.](#)
- 2) [REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND ENTER INTO A THREE YEAR AGREEMENT WITH ARX INC.: Division of Police, re: to provide an updated, accurate data dashboard to work in conjunction with CLEMIS, from budgeted funds.](#)
- 3) [REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND AUTHORIZE PURCHASE OF TRUNARC THERMO SCIENTIFIC CHEMICAL ANALYZER: Division of Police, re: to replace outdated narcotic field test pouches, from budgeted funds.](#)
- 4) [REQUEST TO EXECUTE 2021 AGREEMENT BETWEEN THE CITY OF LIVONIA AND THE SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION \(SMART\): Livonia Housing Commission, re: to allow Livonia Community Transit Program to receive the Municipal and Community Credits in the amount of \\$95,342.00.](#)
- 5) [REQUEST TO EXECUTE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT FUNDING AGREEMENT BETWEEN THE CITY OF LIVONIA AND THE SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION \(SMART\): Livonia Housing Commission, re: to allow Livonia Community Transit Program to receive the Coronavirus Aid, Relief, and Economic Security Act grant in the amount of \\$75,270.00.](#)

Agenda for the Regular Meeting of February 8, 2021

- 6) REQUEST TO AUTHORIZE ADDITIONAL APPROPRIATION AND EXPENDITURE: Department of Public Works, re: to perform preventative maintenance along with emergency repairs of the sanitary sewer system, for an additional \$650,000 and increase the not to exceed amount to \$1,000,000. (CR 407-17)
- 7) REQUEST TO APPROVE FUNDING FOR PHASE I OF THE ENGINEERING DESIGN AND CONTRACTOR BIDDING PROCESS: Department of Public Works, re: to facilitate the project of installing a Pressure Reducing Valve on a 12-inch water main at Eight Mile and Ellen Drive in the amount of \$32,100.00. (CR 365-16)
- 8) AWARD OF BID: Public Service Division, re: for Aggregates (road gravel, slag and stone) for the City's 2021 calendar year requirements, from budgeted funds.
- 9) AWARD OF BID: Public Service Division, re: for fleet maintenance garage electrical system removal and replacement, from budgeted funds.
- 10) REQUEST TO APPROVE ANNUAL RENEWAL OF SOFTWARE LICENSING AND MAINTENANCE FROM SOLE SOURCE PROVIDER: Public Service Division, re: with Azteca Systems LLC for the DPW work management system for the period of March 1, 2021 through February 28, 2022, includes Cityworks Online, from budgeted funds.
- 11) REQUEST FOR AUTHORIZATION TO PURCHASE FIVE (5) EXMARK LAZER S-SERIES 749 MOWERS THROUGH THE SOURCEWELL AND STATE OF MICHIGAN BID PROCESS; Public Service Division, re: from budgeted funds.
- 12) REQUEST FOR AUTHORIZATION TO PURCHASE FIVE (5) JOHN DEERE TURF VEHICLES WITH UTILITY ATTACHMENTS THROUGH THE STATE OF MICHIGAN BID PROCESS: Public Service Division, re: for park maintenance equipment, from budgeted funds.
- 13) REQUEST FOR COUNCIL TO SET A DATE FOR THE PURPOSE OF ADOPTING A RESOLUTION PLACING SPECIAL ASSESSMENTS UPON REFERENCED PROPERTIES WHOSE OWNERS HAVE NOT PAID CHARGES CONNECTED WITH THE 2020 SIDEWALK PROGRAM, CONTRACT 20-G, SINGLE LOT ASSESSMENTS: Engineering Division, re: same. (CR 123-20)
- 14) REQUEST TO ENTER INTO A DEVELOPMENT AGREEMENT WITH LIVONIA WEST COMMERCE CENTER 2, LLC: Kyle Morton, Ashley Capital, re: for providing certain terms and conditions on the re-use and maintenance of 12950 Eckles Road, pursuant to authorization established by Revitalizing Auto Communities Environmental Response (RACER) Trust under a Settlement Agreement in U.S. Bankruptcy Court. (CR 379-20)

UNFINISHED BUSINESS

- 15) PROPOSED AMENDMENT TO ZONING ORDINANCE NO. 543, AS AMENDED: Department of Law, re: Petition 2020-09-06-02, to amend Section 31.03 - Uses Permitted, to expand the list of permitted uses to include beneficial forest management practices, such as the removal of invasive species, and selective trail construction in accordance with the City's Master Parks and Recreation Plan and nonmotorized transportation plan, Livonia Bike Walk. (CR 12-21)
- 16) REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Victoria and Denise Gorans, re: to host a country music performance with sound system in the back yard of their home located at 32915 Illinois Street, on Friday, April 30, 2021 from 6:30 p.m. to approximately 7:45 p.m.

Agenda for the Regular Meeting of February 8, 2021

NEW BUSINESS

- 17) ACCEPTANCE OF GRANT OF EASEMENT: Department of Law, re: for water main secured without monetary consideration from Livonia Distribution Center, 12200 Middlebelt Road, in the Southwest 1/4 of Section 25. Parcel ID #46-099-99-0001-001.

AUDIENCE COMMUNICATION

X-ITEM

- X1) REQUEST FOR DESIGNATION AS A NON-PROFIT ORGANIZATION: Livonia Kids & Family, re: as required by the State of Michigan to obtain a Charitable Gaming License to allow raffle fundraisers in the future.

SUSAN M. NASH, CITY CLERK

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



REPORT TO THE LIVONIA CITY COUNCIL

Finance
January 8, 2021

MEETING DATE

February 8, 2021

PREPARED BY

DeAnne Bates, Program Supervisor,

AGENDA ITEM

Communication from the Department of Finance, dated January 8, 2021, re: forwarding Quarterly Investment Report for the City of Livonia as of November 30, 2020.

BACKGROUND

Public Act 213 of 2007 requires that a quarterly written report shall be provided to the governing body regarding the investment of public funds. Attached for Council's information is a summary of investments for the City of Livonia as of November 30, 2020. All investments are in compliance with the City's Investment Policy and Michigan Public Act 20.

RECOMMENDATION

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

FISCAL CONSIDERATION

None

ATTACHMENTS

1. 2020 Quarterly Investment Report - Fourth Quarter

APPROVED BY

A handwritten signature in black ink that reads "Michael T Slater".

Date: January 10,
2021

Michael Slater, Finance Director

A handwritten signature in black ink that reads "Maureen Miller Brosnan".

Date: January 14,
2021

Maureen Miller Brosnan, Mayor

CERTIFICATES OF DEPOSITS HELD

**As of
November 30, 2020**

DATE OF PURCHASE	CERTIFICATE HELD AT	PRINCIPAL AMOUNT	DATE OF MATURITY
08/11/20	TCF	2,000,000.00	12/01/20
08/18/20	TCF	3,000,000.00	12/08/20
08/25/20	TCF	2,000,000.00	12/15/20
09/01/20	TCF	2,000,000.00	12/22/20
09/08/20	TCF	2,000,000.00	12/29/20
09/15/20	TCF	3,000,000.00	01/05/21
09/22/20	TCF	2,000,000.00	01/12/21
09/29/20	TCF	3,000,000.00	01/19/21
10/06/20	TCF	3,000,000.00	01/26/21
10/13/20	TCF	5,000,000.00	02/02/21
10/20/20	TCF	2,000,000.00	02/09/21
10/27/20	TCF	4,000,000.00	02/16/21
11/03/20	TCF	6,000,000.00	02/23/21
11/10/20	FLAG	2,000,000.00	03/02/21
11/18/20	FLAG	1,000,000.00	03/09/21
11/24/20	TCF	1,000,000.00	03/16/21
		43,000,000.00	

**SCHEDULE OF POOLED CASH HELD
AS OF
November 30, 2020**

11/30/20	Comerica Bank	Money Mkt, Pooled, etc.	25,660,810.55
11/30/20	Flagstar	Money Market	<u>83,726.87</u>
			<u><u>25,744,537.42</u></u>

**SCHEDULE OF U.S. TREASURY AND AGENCY
SECURITIES HELD**

DATE OF PURCHASE	DESCRIPTION		MATURITY DATE	HISTORICAL COST
07/28/17	#224 - FNMA	3136G4NS8	01/27/21	1,100,000.00
06/11/18	#236 - FFCB	3133EJXV6	02/23/21	1,128,621.40
12/17/18	#243 - FHLB	313371U79	12/11/20	1,217,766.34
02/07/19	#244 - USA Treasury	912828Y20	07/15/21	1,203,238.40
02/25/19	#245 - FFCB	3133EKAT3	08/19/21	1,048,817.70
03/04/19	#246 - FFCB	3133EKBV7	03/01/22	998,850.00
03/08/19	#247 - FHLB	313376C94	12/10/21	1,340,420.10
04/15/19	#248 - USA Treasury	912828XG0	06/30/22	1,042,210.55
05/24/19	#249 - FHLMC	313380GJ0	09/09/22	1,042,009.50
06/21/19	#250 - FHLMC	3130A3KM5	12/09/22	819,264.00
06/21/19	#251 - USA Treasury	9128283C2	10/31/22	1,009,573.66
09/16/19	#252 - USA Treasury	9128284U1	06/30/23	1,170,073.53
09/30/19	#253 - USA Treasury	912828VB3	05/15/23	1,005,664.06
10/31/19	#254 - FNMA	3135G0V34	02/05/24	1,083,610.50
11/15/19	#255 - USA Treasury	9128285K2	10/31/23	1,116,607.10
01/31/20	#256 - USA Treasury	912828Y61	07/31/23	1,125,138.67
02/21/20	#257 - FFCB	3133ELNW0	02/21/23	1,080,979.56
03/03/20	#258 - USA Treasury	912828Q78	04/30/21	1,306,402.79
03/20/20	#259 - FFCB	3133ELNP5	02/24/22	1,522,125.00
04/07/20	#262 - FHLB	313382AX1	03/10/23	1,046,110.00
05/28/20	#265 - FHLMC	3134GVZV3	05/26/23	1,500,000.00
06/24/20	#266 - FHLMC	3134GVV96	06/24/24	675,000.00
07/08/20	#267 - FHLMC	3134GV4S4	07/08/24	600,000.00
07/08/20	#268 - FHLMC	3134GV4Y1	07/08/25	600,000.00
08/13/20	#269 - FHLMC	3134GWHR0	05/13/24	1,000,000.00
08/26/20	#270 - FNMA	3136G4V75	02/24/25	1,298,781.25
09/17/20	#271 - FNMA	3135G0X24	01/07/25	1,422,117.00
10/30/20	#272 - FNMA	3136G46A6	10/27/23	984,753.75
11/30/20	SECURITIES - TOTAL			30,488,134.85
11/30/20	SECURITIES - POOLED FUND			57,742.33
				30,545,877.18

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 25, 2021**

Meeting was called to order via Zoom remote technology at 9:41 p.m. by President Kathleen McIntyre. Present: Rob Donovic (Deployed), Jim Jolly (Livonia, Michigan); Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

- 1) REQUEST TO WAIVE THE SIDEWALK REQUIREMENT: Ronald Emling, re: for the industrial building to be constructed at 34422 Rosati Drive.

Ronald Emling presented this request to Council. He stated the building is located in a medium to heavy industry area where there is no sidewalks. There's a subdivision, a residential subdivision, I believe it's just to the south of us. It goes all the way from Rosati Drive which is off of Stark Road, just west of Stark Road, all the way over to Plymouth Road. There is no sidewalks there either. So there's no sidewalks on Rosati Drive, the whole area is kind of an industrial area up and down Stark Road as you're aware. And then there's the industrial park just to the north of us, just the other side of the railroad tracks. We abut the Chesapeake Ohio Railroad so our property backs up to it, our new development, and there is no sidewalks anywhere in that whole area. So we would like to address the Council and let them know, I don't know if anybody is aware of this or you've already done the research on it, that to put a 120-foot building, there's nothing around it. And then Council decides well, ten years from now we're going to want to put sidewalks through that whole area or something, then we'll gladly address it at that point and say yeah, we're on board with everybody else. But for us to do it and spend the money, ten years from now our sidewalks are all crumbling apart and decomposing or whatever, and if Council decides they want to do sidewalks through that whole area, then we'd have to redo them at that point anyways just to bring everything up to date. So I'm just at the mercy of the Council right now just to hope, it doesn't really make sense to put sidewalks in there when there is no sidewalks around. If everybody was doing it, for sure, we would just pick up what's going on over there. But there's not even sidewalks in the residential area. So my point is we're in a medium to heavy industry there, we're not going to get a whole lot of foot traffic through there, so to say we need a sidewalk there it didn't make sense to me.

Councilmember White offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Engineering
January 26, 2021

MEETING DATE

February 8, 2021

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO WAIVE THE SIDEWALK REQUIREMENT: Ronald Emling, re: for the industrial building to be constructed at 34422 Rosati Drive.

BACKGROUND

In response to the sidewalk waiver request from Ronald Emling, dated December 29, 2020; we have reviewed the surrounding industrial subdivision regarding the presence of sidewalks (see attached aerial).

RECOMMENDATION

Due to the absence of sidewalk in the area, we would recommend waiving the sidewalk requirement at this time.

The City has no plans to construct sidewalks in this area in the near future.

FISCAL CONSIDERATION

ATTACHMENTS

1. Aerial View of 34422 Rosati Drive
2. S012521 Req to waive sidewalk requirements 34422 Rosati Drive - Minutes

APPROVED BY

A handwritten signature in black ink that reads "Todd J. Zilincik".

Todd Zilincik, P.E., City
Engineer

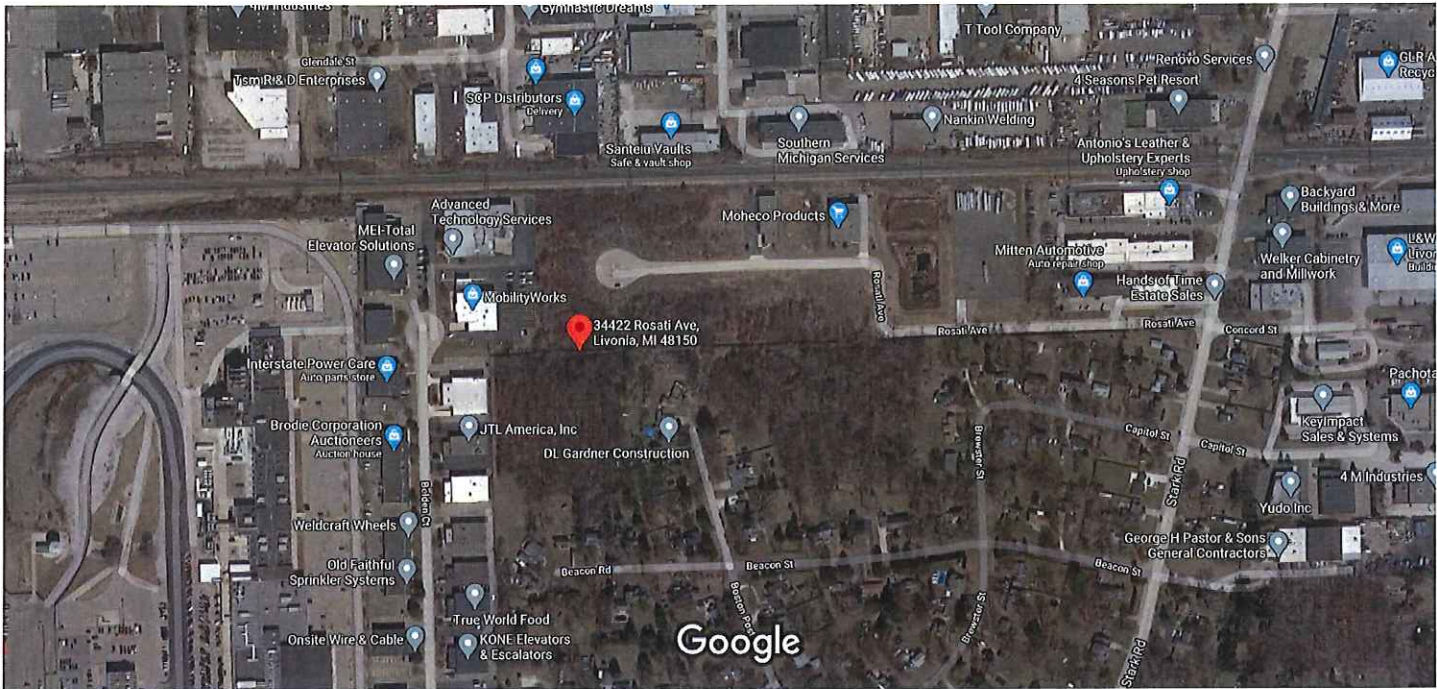
Date: January 04,
2021



Date: January 07,
2021

Maureen Miller Brosnan, Mayor

Google Maps 34422 Rosati Ave



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 200 ft



34422 Rosati Ave

Livonia, MI 48150

- Directions
- Save
- Nearby
- Send to your phone
- Share

9JF6+GW Livonia, Michigan

RECEIVED
OFFICE OF THE CITY CLERK
2020 DEC 30 PM 3:14

Waiver Request

City of Livonia City Council Department

XC: Law
Engineering } 01/04/21
SPM

I Ronald Emling owner of 34422 Rosati Dr am requesting a waiver consideration for a public sidewalk installation during the new development of our building, There is currently no sidewalks on either side of us, The area is zoned heavy industrial, With little or no foot traffic, We are 100 feet from a cul-de-sac turn around.

Our property backs up to the Chesapeake & Ohio Railroad so there is no through back yard traffic

The Residential Property that is approximately 250 yards from us is blocked by a property line fence and heavy wooded areas

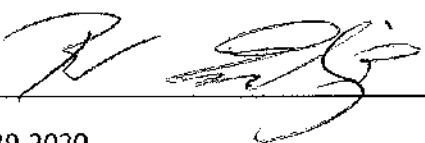
We hope and Pray that all findings are considered, the sidewalk will not serve a purpose and will take away property value due to the nature of the existing area.

Thgank you for your time and consideration in this matter

Sincerely

Ronald Emling

734-507-1498



Date: 12-29-2020



**CITY of LIVONIA
OFFICE OF THE CITY CLERK**

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

Received From: Ronald Emvig
Address _____
City _____ Zip _____ Date 10-30-2020

CERTIFICATES

Dollar Amount

	[] LI#	CC	PARCHMENT	
BIRTHS				
DEATHS	[] LI#	CC		

GENERAL

[]	Maps, Books	
[]	F.O.I.A. Copies	
[]	Signs	
[]	Grading Bond	
[]	Petition, Waiver	
[]	Election Fees	
[X]	Other	<u>Waiver Against</u>

Sidewalk

CASH [] CK#

Total Amt. >

250.00

credit # 1195

BY: [Signature]

No. 069163

EXTRA COPY

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 25, 2021**

Meeting was called to order via Zoom remote technology at 9:41 p.m. by President Kathleen McIntyre. Present: Rob Donovic (Deployed), Jim Jolly (Livonia, Michigan); Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

- 3) REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND ENTER INTO A THREE YEAR AGREEMENT WITH ARX INC.: Division of Police, re: to provide an updated, accurate data dashboard to work in conjunction with CLEMIS, from budgeted funds.

Curtis Caid, Chief of Police, presented this request to Council. He said the item before them as indicated in the cover letter requests to waive the sealed bid process and enter into this agreement with ARX. ARX is a new platform for us that we have been working with to transition our PACT page, our data transparency page, to their platform. Essentially one of the key components with ARX is that they've entered into an agreement with CLEMIS to have access to the data base and Mr. McIver is on the Zoom meeting as well to answer any questions specific to ARX. They are well known in the region; we are partnering with other police agencies in Southeast Michigan including those in Oakland County CLEMIS footprint with their product. One of the nice things about their program as well is that it is very comprehensive in allowing us to expand our community interaction footprint as well, getting that information out. So, again, we've been working with them over the past number of months with Sergeant Marcotte, this is another one of his responsibilities as mentioned in the Regular Meeting to address. And we are also, there's a good possibility as this goes forward that we'll get grant monies that will become available to us that will reimburse us for a portion of the fees that we are pursuing and we're optimistic in receiving that. So, again, we're requesting Council's authorization to enter into this agreement with ARX to provide data transfer for our transparency page, from our current PACT page to this. This is also in conjunction with our ongoing project to upgrade our website and pending Council's approval of this, we'll move forward with getting this material which will take us another week and create a better opportunity to keep it updated with data with the CLEMIS project.

Councilmember McCullough offered an approving for the Consent Agenda and added this is great work and lauded the Chief and his staff. To add this component of real time data to the PACT page, will make huge strides in our need to be transparent and having this will be a great tool, so well done, and thank you.

Vice President Bahr asked Chief Caid if this only relates right now to the PACT site and Caid replied yes, initially that's what they've identified, is transitioning the PACT page to this platform. It's comprehensive and it's expanding to allow other functionalities to

us and with all of their clients. But one of those is the community interaction tab or page that will have additional data that we currently don't have on our page. So, it's a comprehensive product and that's really one of the things I like the best about it, it's going to be a one stop shop essentially.

Bahr then asked why the no bid approach, are there no other companies that do this and Chief Caid replied there are other companies that do this kind of thing, but there's no other company that has the agreement with CLEMIS to access the data. And regionally, in Southeast Michigan, and I can't speak for the company itself, but in Southeast Michigan they seem to be the go to group with this. They've put a lot of effort; they've been great for us to work with and addressed all of our concerns in getting to where we're at today. So I have all the confidence that this is a great project, this platform will be very inviting to our community, and then specifically to the no bid, is their relationship with CLEMIS network and their access to the data.

President McIntyre referred to the woman in the Regular Meeting from Wayne State, Nancy, who sees a lot of police data and she sees a lot of things from a lot of police departments, if I understand her role correctly, and indicated the degree of transparency and cooperation, the data that was provided from the Livonia Police Department was outstanding is what she was getting at.

Councilmember Donovan asked Caid if the information from CLEMIS will be processed through this new web portal so you can access data in almost real time of what is going on.

Caid replied they don't have immediate access to the data through CLEMIS at a rate we work out with them and with CLEMIS, so that's yet to be determined, the dump rate if you will, we'll have to look more into the timing of it. But the key is that they'll have that access straight from CLEMIS rather than from this agency.

Donovic then asked if personal information of people that we are dealing with, whether they are getting arrested or not, will be protected, it's not released to the public, stuff like that and Caid replied that's correct. Donovic stated he thinks this is an amazing program, that he's looked around to see if other agencies that do something like this and he doesn't know any other agency that has this type of comprehensive transparency for residents and really it's going to show the community what our officers deal with on a daily basis, what you and your department deal with. So I think it's going to shed some light on really the difficult work that our officers do on a daily basis but it's also going to provide transparency to residents and I really think it's a good idea, so hats off to you, Chief, thank you.

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Police
January 26, 2021

MEETING DATE

February 8, 2021

PREPARED BY

Diane Warterian, Program Supervisor,

AGENDA ITEM

REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND ENTER INTO A THREE YEAR AGREEMENT WITH ARX INC.: Division of Police, re: to provide an updated, accurate data dashboard to work in conjunction with CLEMIS, from budgeted funds.

BACKGROUND

CLEMIS provides the department with quarterly data updates, these will be proficiently uploaded in the ARX dashboard saving time, storage, and resources. ARX will also provide an assurance of accuracy, allowing the department to maintain control over the data and giving the community a greater sense of security.

RECOMMENDATION

After multiple in-depth discussions, we found the ARX platform to be both robust and comprehensive. ARX will provide the department with:

1. A customized dashboard in accordance to the department's unique requirements
2. Maintenance of data on the PACT (Police and Community Together) tab on our City webpage
3. Continued accessibility, transparency, and Increased efficiency by automating workflows through digital forms
4. A community engagement tab to highlight community outreach and partnerships

Pursuant to Finance Ordinance 3.04.140.d.3, we are requesting a waiver of the sealed bid process, based in agreement with CLEMIS (which houses our data), to provide ARX access to the information and the ability to update data directly from the CLEMIS database. Additionally, ARX has qualified for potential grant funds, which would reduce the overall cost to the City of Livonia proportionally to the grant funds received.

We are requesting council's authorization to accept their proposal, (see attached), for a period of three years, totaling \$31,050.00.

FISCAL CONSIDERATION

Funds will be available for this project in 101-304-818-000 - Professional Services account.

ATTACHMENTS

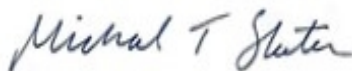
1. Livonia PD - Arx Alert Proposal 01-07-2021
2. S012521 Req to agreement with ARX for data dashboard with CLEMIS - Minutes

APPROVED BY



Curtis Caid, Police Chief

Date: January 14,
2021



Michael Slater, Finance Director

Date: January 14,
2021



Paul Bernier, City Attorney

Date: January 14,
2021



Maureen Miller Brosnan, Mayor

Date: January 15,
2021



PROPOSAL

PREPARED FOR

Chief Caid

PROPOSED BY

Arx

January 07, 2021

OVERVIEW

Your Force & Community Managed Intelligently & Proactively

Better strategies, tactics and tools are needed to improve community relations and public trust. Arx was founded to help law enforcement with everything they need to manage their force and community intelligently and proactively. Based in Detroit, MI, we aim to make our communities safer places to live. We do this by helping police departments create transparency and accountability in the organization. Our software suite, Arx Alert is our way of helping police departments gain back control and feel more secure in the rapidly changing world we live in today. We deployed our risk management system for a well-known 2,500+ officer police agency, reducing lawsuits against the department by 62%, and reduced lawsuit payouts by 51%. A majority of suburban police departments do not have million-dollar technology budgets to build custom systems for risk management. To help these suburban agencies, we developed a unique Software-as-a-Service ("SaaS") platform that scales based on agency size. With Arx Alert, we can help suburban police departments identify, remediate, and mitigate risks across the spectrum. These risks include response to resistance, vehicle incidents, lock-up, and personnel injury. We help you:



BE EFFICIENT

With cloud data storage, automate workflow, and internal processes to save you time.



BE SMARTER

Watch and optimize your organization with software that learns and monitors learning software that monitors behavior to improve its effectiveness.



BE PROACTIVE

Stay ahead of the curve with intelligent risk management predictions. Learn from mistakes the **first** time by identifying potential risks *before* they become a lawsuit.



PREVENT ISSUES

The more data you give the system to analyze, the better it becomes at predicting actions. Turn off, turn on, or optimize alerts to best fit your current needs.



STAY VERSATILE

Customized alerts save you time, money and prepare you to intervene at a moment's notice. Access your dashboard in the field and on the go.



CUSTOMIZE IT

Tailored dashboards help visual job functions with graphs and real-time reporting to ensure you make the right decisions.

LIVONIA POLICE DEPARTMENT NEEDS

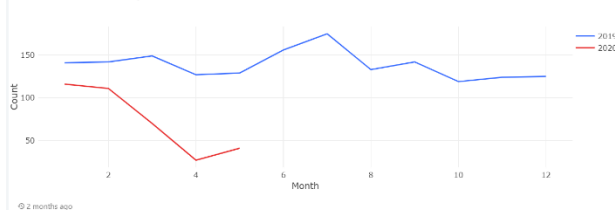
The Command Staff of the Livonia Police Department need a management awareness and community transparency dashboard to aid them in their duties.

In the process they hope to:

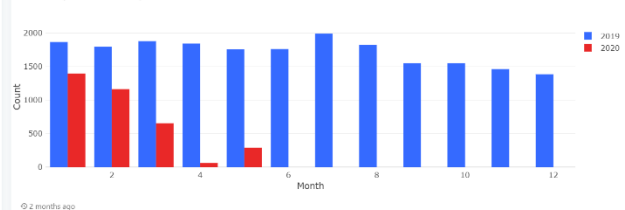
1. Provide the community clear visibility into their department's activity
2. Increase efficiency by automating workflows through digital forms
3. Be more transparent and accountable
4. Have visibility to existing data and become more efficient

Arrest Transparency

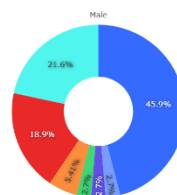
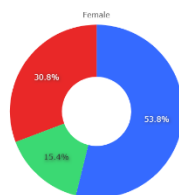
Total Arrest Trends - Activity Information



Traffic Stop Trends - Activity Information



Total Arrest Count by Gender - PACT-ARREST



■ TRISPASS (OTHER)
 ■ TRESPASS - HUNTING AND FISHING ON PRIVATE LANDS
 ■ OBSTRUCT POLICE (OTHER)
 ■ DAMAGE TO PROPERTY - PRIVATE PROPERTY - MDCIP
 ■ OPERATING UNDER THE INFLUENCE OF ALCOHOL / LIQUOR OWI
 ■ IDENTITY THEFT
 ■ RETAIL FRAUD, THEFT 3RD DEGREE

SOLUTION

To meet the needs of the Livonia Police Department, ARX will deploy **the professional suit of the Arx Alert Platform and Community Transparency Dashboard** that is customized to the department's unique requirements.

Intelligent software platform designed for efficient and effective supervision and management.



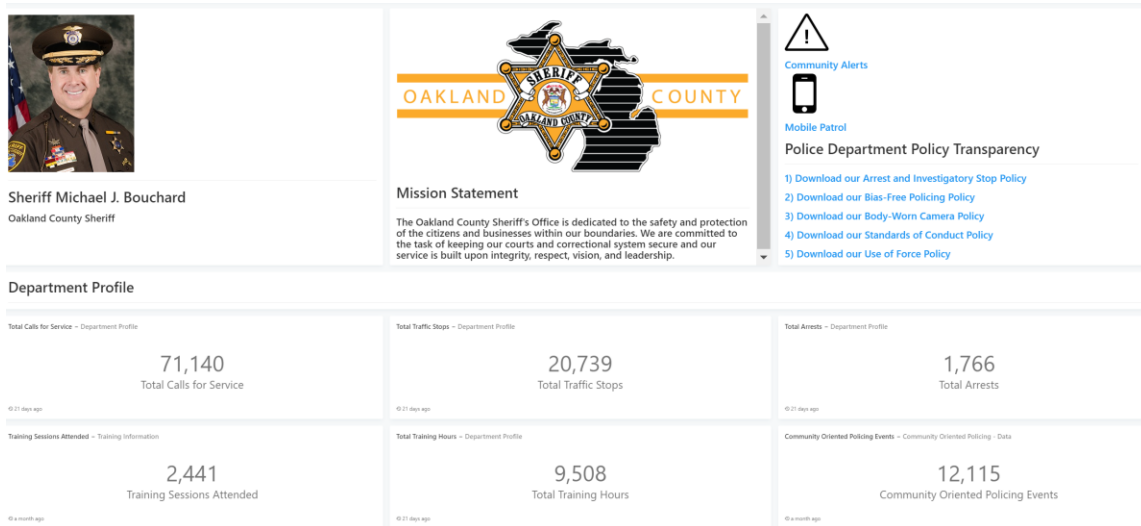
Arx Alert Suite

For the Livonia Police Department, the Arx Alert Suite will include:

- **Professional Community Transparency Dashboard** - The community transparency dashboard connects the activity data of your department and showcases it to your community in a clear and concise way that provides the transparency your community desires while providing the accountability needed to manage your force.

Provide community transparency for:

- Department policies
- Number of arrests
- Number of citizens' complaints
- Nature of citizen complaints
- Incidents by neighborhood
- Incidents by type
- And more to be determined



- **Professional Standard Forms w/command staff dashboard:** Arx Alert professional standard forms saves your command staff and officers time by creating an easy and familiar way to collect data, eliminating redundant data entry, and handwriting critical internal forms. Form data can be analyzed to provide the Chief of Police, and command staff with the right information so they can make informed decisions. Increase compliance and transparency by making it easier for officers to collect data through the Arx Alert professional standard forms.

The Arx Alert command staff dashboard provides a central location for your command staff to access, interact and analyze up-to-date information so they can make smarter, data-driven decisions. From there, you can immediately act or further visualize and analyze any data to answer new questions and make real-time data-driven decisions.

My ACTION ITEMS

- 5 Policy / Procedures to Read
- 12 Document(s) Awaiting Your Review
- 2 PEAK Awaiting Your Action
- 3 Citizen Complaint(s) Awaiting Your Action
- 2 Use of Force incident(s) Awaiting Review
- 1 Use of Force incident(s) Awaiting Supervisor Update
- 1 Command Review(s) Awaiting Your Review
- 2 Employee Transfer(s) Awaiting Your Review

DEPARTMENT ACTIVITY

Division: NORTH CENTRAL

	Arrests	Citations	Use of force	Pursuit	Complains	% of Arrests
Last 7 days	15818	1968	1387	2	38	8.7
Last 30 days	4594	8921	2383	8	57	8.9
Last 60 days	2228	18376	750	29	4	11.7
Last 90 days	30376	28880	486	17	19	11.6
Last 180 days	597	63772	37	63	110	9.9

MY ACTIVITY FEED

- DPD_TRAVEL REQUEST MEMO - 1
Created By: 1, Lieutenant
2020-08-12 12:44:17
- NVT_ATTORNEY'S OFFICE FORM - 1
Created By: 1, Sergeant
2020-08-11 06:20:02
- NVT_USE OF FORCE - 1
Created By: 1, Sergeant
2020-08-11 06:14:03
- NVT_VEHICLE ASSIGNMENT FORM - 1
Created By: 1, Sergeant
2020-08-11 06:09:28
- NVT_VEHICLE MAINTENANCE FORM - 1
Created By: 1, Sergeant
2020-08-11 06:08:05
- NVT_VULNERABLE ADULT PROFILE AND EMERGENCY CONTACT FORM - 1
Created By: 1, Sergeant
2020-08-11 06:05:53
- NVT_WAYNE COUNTY FORM - 2
Created By: 1, Sergeant
2020-08-11 06:03:14
- NVT_WEEKLY BUILDING INSPECTION - 1
Created By: 1, Sergeant
2020-08-11 05:58:38
- MTP_INJURY OR EXPOSURE REPORT - 1

FOR MY INFORMATION

- 5 PEAK Events in Progress
- 12 Use of Force Incident Form(s) in Progress
- 4 Vehicle Pursuit Form(s) in Progress
- 3 Citizen Complaint(s) in Progress
- 2 Status of Overtime for Individual or Command
- 1 Status of Secondary Employment Individual or Command
- 1 Sick-time for Court Notice

DIVISION COMPARISON

Time Period: Last 7 Days

	Arrests	Citations	Use of force	Pursuit	Complains	% of Arrests
NORTH CENTRAL	492	1968	37	2	4	8.7
SOUTH CENTRAL	2228	8921	232	8	19	11.6
SOUTHEAST	4594	18376	486	17	38	11.7
NORTHEAST	7220	28880	750	29	57	11.6
SOUTHWEST	15818	63772	1387	63	110	9.9

PRICING QUOTE

This pricing is valid for 30 days from submission. **If Wayne County Community Consortium Grant is awarded, appropriate portion will be retroactively provided to Livonia Police Department.*

Arx Professional Management Platform Features	Annual Professional Price	3-Year Professional Pricing (10% Discount)
Professional Standard Forms Up to 30	\$7,500	\$20,250
Internal Command Dashboard	Included in forms package	Included in forms package
Community Transparency Dashboard	\$4,000	\$10,800
Total Pricing	\$11,500	\$31,050

SCOPE OF WORK

- 0-60 Days
 - Kick off meeting organize priorities
 - Implement Arx Community Transparency Dashboard
 - Implement rule sets concurrent with Professional Standard Digital Forms
 - Implement Arx Professional Standard Digital Forms
 - Implement Arx Digital Forms Workflow
 - Training

SOFTWARE LICENSE AND SERVICES

This Software License and Services Agreement (this “Agreement”) is effective as of _____, 2021 (the “Effective Date”) by and between **ARX Inc.** (“ARX”), and the **City of Livonia, Michigan** (“Subscriber”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. Defined terms have the meanings set forth in this Article 1 (Definitions) and elsewhere in this Agreement when capitalized, and may be read in singular, plural or an alternative tense as the context requires.
 - 1.1. “Affiliate” means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
 - 1.2. “Applicable Law” means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.
 - 1.3. “Applications” means the applications described in Schedule A.
 - 1.4. “Authorized User” means an Affiliate, employee or independent contractor of Subscriber (solely to the extent such contractor is providing services to Subscriber), who has been authorized by Subscriber to use the SaaS Services, or a third party that contracts with ARX through Subscriber and agrees in writing to be bound by the terms of this Agreement after the prior written consent of ARX.
 - 1.5. “Documentation” means the user guides and user manuals for the SaaS Services that ARX provides to Subscriber.
 - 1.6. “Intellectual Property Rights” means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications

therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.

- 1.7. “Professional Services” means the evaluation, consultation, implementation, customization, configuration and other similar services offered by ARX in connection with the SaaS Services.
- 1.8. “SaaS Services” means the Applications, Software, and related software-as-a-service, hosting, maintenance and/or support services made available by ARX for remote access and use by Subscriber, including any Documentation thereto.
- 1.9. “Services” means the services provided or required to be provided by or through ARX, including without limitation, SaaS Services and Professional Services.
- 1.10. “Software” means the object code version of ARX’s computer software and all Updates made available by ARX to Subscriber under this Agreement.
- 1.11. “Statement of Work” means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.
- 1.12. “Subscriber Data” means all data, information, content and other materials stored or transmitted by Subscriber and any Authorized User through the SaaS Services (i) in their user accounts; and (ii) on any Third Party Application, excluding any Third Party Data and any ARX Data.
- 1.13. “Term” means the Initial Term and any Renewal Term.
- 1.14. “Third Party Application” means a third-party service approved by ARX to which Subscriber and any Authorized User facilitates ARX’s access to, and use, of the SaaS Services, via an application programming interface or other means.
- 1.15. “Third Party Components” means any components of the SaaS Service from time to time that are provided by third parties (e.g., Google Maps).
- 1.16. “Third Party Data” means any data owned by a third party that ARX provides to Subscriber via the SaaS Service.
- 1.17. “Third Party Provider” means third parties, including other vendors, state agencies and local agencies, that control products and/or databases with which ARX SaaS Services are to be interfaced.
- 1.18. “Updates” means any and all new releases, new versions, patches and other updates for the SaaS Services that ARX makes generally available without additional charge to its other subscribers of the SaaS Services.

- 1.19. “Vendors” means third parties with whom ARX contracts to provide components of the SaaS Services, and includes without limitation, hosting service or cloud-based hosting providers, and map services providers.
- 1.20. “Website” means any Internet website through which ARX provides the SaaS Services under this Agreement.

2. SERVICES.

- 2.1. SaaS Services. During the Term, ARX hereby grants a non-exclusive, non-transferable, non-sublicensable license to Subscriber and its Authorized Users to access and use the SaaS Services through the Website for Subscriber’s internal purposes and in accordance with the terms and conditions of this Agreement. Subscriber and its Authorized Users will be responsible for obtaining internet connections and other third-party software and services necessary for it to access the Website through the Internet, including, without limitation, by complying with the requirements set forth in Schedule B, “Technical Requirements.” Subscriber will be responsible to ARX for compliance with the restrictions on use and other terms and conditions of this Agreement by any of its Authorized Users.
- 2.2. Professional Services. To the extent ARX offers Professional Services in connection with the SaaS Services, such Professional Services shall be documented in a mutually agreed upon Statement of Work. To the extent any Professional Services involve the development of any customization or configuration to the SaaS Services, all Intellectual Property Rights to such customization or configuration will be solely owned by ARX and will be deemed to be included in the definition of SaaS Services and licensed to Subscriber on the terms set forth herein.
- 2.3. Access to Documentation. ARX will provide Subscriber via the Website or other means with access to the Documentation, as may be updated from time to time. Subscriber may print copies of, use, and permit its Authorized Users to use, the Documentation solely in connection with the use of the SaaS Services.
- 2.4. Support Services. ARX will provide a telephone-based and/or email-based help desk through which it will respond to inquiries about the SaaS Services from Subscriber as set forth in Schedule A.
- 2.5. Restrictions on Use. Subscriber and its Authorized Users will not (and will not permit any third party to): (i) share Subscriber’s or any Authorized User’s login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the SaaS Services or of any files contained in or generated by the SaaS Services; (iii) copy, modify, adapt or translate the SaaS Services or the Third Party Data, or otherwise make any use, resell, distribute or sublicense the SaaS Services or the Third Party Data other than in connection with this Agreement; (iv) make the SaaS Services available on a “service bureau” basis or allow any third parties to

use the SaaS Services; (v) disclose the SaaS Services or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the SaaS Services or the Third Party Data; (vii) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (viii) create or augment any mapping-related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in an implementation that is not connected to the Services; (ix) introduce into the Services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (x) use the Services to post advertising or listings; (xi) use the Services to defame, abuse, harass, stalk, or threaten others; (xii) permit access or use of the Services by any individual outside the United States; (xiii) hide or obscure any Authorized User's location; (xiv) permit access or use of the Services, for any activities other than to enhance Subscriber's own services, where reliance on, or failure to use, the Services could lead to death, personal injury, or property damages. Subscriber and its Authorized Users will not access the SaaS Services if in direct competition with ARX, and will not allow access to the SaaS Services by any party who is in direct competition with ARX, except with ARX's prior written consent. Subscriber shall comply with additional restrictions on use of the Services in Additional Terms, as defined in Section 2.10 below.

- 2.6. Security Obligations. Subscriber agrees it and its Authorized Users shall securely manage their respective password(s) for access to the SaaS Service. Subscriber agrees it shall notify ARX promptly in the event it becomes aware of any unauthorized access or use of the SaaS Service, or of any of its or its Authorized Users passwords or accounts. Unless expressly stated otherwise in this Agreement, a single username or password may not be used by more than one (1) Authorized User concurrently. Subscriber is responsible for all activities conducted within User accounts in use of the SaaS Service. Subscriber shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the SaaS Service, including all those related to data privacy and the transmission of technical or personal data. Subscriber agrees to (a) provide true, accurate, current and complete registration data for each account it creates via the SaaS Service, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.
- 2.7. Title. As between ARX and Subscriber, ARX retains title to and ownership of the SaaS Services, including all copyrights and other Intellectual Property Rights relating thereto. ARX's licensors retain title to and ownership of the Third-Party Data and the Third-Party Components, including all copyrights and other intellectual property rights relating thereto. Subscriber will have no rights with respect to the SaaS Services, the Third-Party Data or the Third-Party Components other than those expressly granted under this Agreement. Any suggestions for changes or improvements to Services that

Subscriber provides to ARX, whether solicited by ARX or not, shall be owned by ARX and Subscriber hereby irrevocably assigns, and shall assign, to ARX all right, title, and interest in and to such suggestions. ARX shall have no obligation to incorporate such suggestion into its products or Services.

- 2.8. Subscriber Data. As between ARX and Subscriber, SUBSCRIBER OWNS AND SHALL RETAIN ALL RIGHT, TITLE, AND INTEREST, INCLUDING, WITHOUT LIMITATION, ALL INTELLECTUAL PROPERTY RIGHTS, IN AND TO THE SUBSCRIBER DATA. Subscriber shall have the sole responsibility for the accuracy, quality, and legality of the Subscriber Data, including obtaining all rights and consents necessary to share the Subscriber Data with ARX as set forth in this Agreement. Notwithstanding anything to the contrary contained herein, Subscriber hereby grants to ARX an irrevocable, worldwide, royalty free, non-exclusive, transferable, sublicensable license to use the Subscriber Data to: provide the SaaS Services to Subscriber and other ARX subscribers; analyze the Subscriber Data in an anonymized and/or aggregated form in order to operate, maintain, manage, and improve the SaaS Services, create new products and services, and share and/or license this aggregate data to Affiliates, agents, business partners, and other third parties; for ARX's internal purposes to improve the Applications, Software, and related services, and any other uses disclosed in or related to performance under the Agreement or any Statement of Work.
- 2.9. Third-Party Applications. If Subscriber installs or enables a Third-Party Application for use with the SaaS Services, Subscriber grants (and will cause the applicable third party to grant) ARX permission to access Subscriber Data stored on that Third-Party Application as required for the interoperation of that Third-Party Application with the SaaS Services. In no event will ARX be responsible for any Third-Party Application, or for any failure of a Third-Party Application to properly interoperate with the SaaS Services. If ARX receives information that a Third-Party Application may violate any Applicable Laws or Third-Party rights, or interfere with ARX's provision of the Services, Subscriber will, promptly upon receiving notice of the foregoing from ARX, disable any connection between such Third-Party Application and the SaaS Services to resolve the potential violation (and if Subscriber fails to promptly disable such connection, ARX shall have the right to do so). In addition, in the event that Subscriber fails to properly obtain the grant of rights to ARX to access and use Third-Party Data as required for the interoperation of that Third-Party Application, Subscriber shall defend, indemnify, and hold harmless ARX from any and all claims based on ARX's use of such Third-Party Application.
- 2.10. Third Party Components.
- (a) Use of Third-Party Components. ARX may use Vendors to subcontract the performance of its duties and obligations hereunder

and to provide certain functions of the Services, including without limitation, hosting and data analysis. Certain Vendor policies and terms and conditions of service may apply to the Services. Such terms, or URL addresses for such terms, will be provided from time to time upon Subscriber's request, "Additional Terms." If any of the Vendors and/or licensors of the Third-Party Components require ARX to flow down any Additional Terms Subscriber, Subscriber's use of such Third-Party Components, as incorporated into the SaaS Service, shall be subject to such Additional Terms. In the event of any inconsistency or conflict between the Additional Terms and the terms of this Agreement, such Additional Terms shall govern with respect to Subscriber's use of the applicable Third-Party Component.

(b) DISCLAIMER REGARDING THIRD PARTY COMPONENTS. ARX, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD-PARTY COMPONENTS, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD-PARTY COMPONENTS AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

- 2.11. Third Party Data. Subscriber shall access and use the Third-Party Data in accordance with the terms and conditions of the agreement between the Subscriber and the provider of such Third-Party Data. ARX, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD-PARTY DATA, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD-PARTY DATA AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.
- 2.12. Agreements with Third Party Providers. Subscriber, and not ARX, is solely responsible for establishing any required agreement(s) and/or statement(s) of work with Third Party Providers in connection with the interfaces, and for paying all fees, costs and expenses of Third-Party Providers.
- 2.13. Changes to Services. ARX may make changes and Updates to its Services in its discretion. ARX does not guarantee that the Services are or will remain compatible with any particular third-party software or equipment, and may, upon written notice, terminate its support for, any software or equipment of Subscriber that ARX determines are incompatible with the operation of the Services. In the event ARX makes updates that materially reduce the overall quality or functionality of the Services, Subscriber's sole and exclusive remedy shall be to terminate this Agreement in accordance with Section 4.2 below.

3. FEES AND PAYMENT TERMS.

- 3.1. Fees for ARX Services. Subscriber will pay ARX fees as stated on Schedule A (the “Fees”) attached hereto in accordance with the payment schedule set forth on Schedule A. All payments of Fees are non-refundable. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. The City of Livonia is a governmental entity which is exempt from sales and use taxes. Subscriber agrees that its use of and/or payment for Services constitutes its inspection and acceptance of such Service.
- 3.2. Third-Party Data and Third-Party Components. Additional fees may apply to the use of certain Third-Party Data and Third-Party Components, which if provided by or through ARX, such fee may be included within the Fees. ARX may pass through any increase in such fees for Third Party Components or Third-Party Data, relating to any existing Services, by giving Subscriber thirty (30) days’ advance notice.
- 3.3. Taxes. If Subscriber is exempt from paying Indirect Taxes, it shall provide to ARX exemption certificates, or a direct payment permit certificate, or such information to ARX as reasonably required and requested to determine whether ARX is obligated to collect Indirect Taxes from Subscriber. If any such taxes are required to be withheld on any payment, Subscriber will pay such additional amounts as are necessary so that the net amount received by ARX is equal to the amount then due and payable under this Agreement.

4. TERM AND TERMINATION.

4.1. Term.

- (a) Initial Term. The initial term of this Agreement begins on the Effective Date and will continue for the period set forth on Schedule A, unless and until terminated in accordance with Section 4.2 (the “Initial Term”).
- (b) Renewal Terms. Upon expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for successive periods as set forth on Schedule A (each, a “Renewal Term”) at the rates designated by ARX at least sixty (60) days in advance of such Renewal Term, or if no such rates are designated by ARX, at the rates set forth on Schedule A, unless either party provides the other with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. Adjusting for economic changes, ARX may increase the Fees set forth on Schedule A at the beginning of the Renewal Term by no more than twenty (20) percent of the previous twelve (12) month’s Fees.

4.2. Temporary Suspension and Termination.

- (a) Either party may terminate this Agreement upon written notice to the other party, if the other party breaches a material term of this

Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.

- (b) If ARX reasonably determines that Subscriber's use of the Services either: (i) fails to comply with the Restrictions on Use in Section 2.5; (ii) poses a security risk to the Services or any third party, (iii) creates or is likely to create an adverse impact on ARX's systems, the Services, or the systems or content of any other subscriber; or (iv) subjects ARX or its Affiliates to possible liability, then ARX may immediately upon notice temporarily suspend Subscriber's and any Authorized User's right to access any portion or all of the Services, pending remedial action by Subscriber, or after a period of thirty (30) days, terminate the Services.
- (c) If Subscriber terminates this agreement for cause, ARX will refund Customer a pro-rata portion on a monthly basis, beginning on the first day of the month following the effective date of termination, of any prepaid Fees that cover the remainder of the Initial Term. In no event will any termination relieve Subscriber of the obligation to pay any Fees payable to ARX for the period prior to the effective date of the termination.

4.3. Effect of Termination. In the event of any termination or expiration of this Agreement:

- (a) Subscriber will pay ARX all amounts payable hereunder as of the effective date of termination or expiration, as well as all unpaid amounts attributable to the remainder of the Term;
- (b) all rights and licenses granted hereunder to Subscriber (as well as all rights granted to any Authorized Users of Subscriber) will immediately cease, including but not limited to all use of the SaaS Services; and
- (c) Subscriber will, upon written request of ARX, either return to ARX or provide ARX with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information of ARX that are in Subscriber's possession or control.

4.4. Survival. The following provisions will survive any termination or expiration of this Agreement: Section 2.7 ("Subscriber Data"), Section 2.9 ("Third Party Components"), Section 2.10 ("Third Party Data"), Section 4.3 ("Effect of Termination"), Section 5 ("Confidentiality"), Section 6.2 ("Disclaimer"), Section 7 ("Limitation of Liability"), Section 8 ("Indemnification"), Section 9 ("Miscellaneous Provisions") and this Section 4.4 ("Survival").

5. CONFIDENTIALITY.

5.1. Definition of Confidential Information. For the purposes of this Agreement, "Confidential Information" means: (a) with respect to ARX, the SaaS

Services, and any and all source code relating thereto, as well as Documentation and non-public information or material regarding ARX's legal or business affairs, financing, customers, properties or data, and (b) with respect to Subscriber, any non-public information or material regarding Subscriber's legal or business affairs, financing, customers, properties or data which are disclosed to ARX hereunder and marked as confidential. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.

- 5.2. Use and Disclosure of Confidential Information. The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement; (ii) subject to Section 5.4 below, restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.
- 5.3. Protection of Confidential Information. The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).
- 5.4. Employee and Independent Contractor Compliance. The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information.
- 5.5. Required Disclosures. If a party is requested to disclose any of the other party's Confidential Information pursuant to any judicial or governmental order, that party will not disclose the Confidential Information without first giving the other party written notice of the request and sufficient opportunity to contest the order, to the extent such notice and opportunity to contest may be lawfully given. If one party is nonetheless legally compelled to

disclose Confidential Information, such party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises it is legally required to be disclosed, provided that such party shall use its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal. The parties recognize that Subscriber may not contract its way out of compliance with the Michigan Freedom of Information Act, MCL 15.231, *et seq.* Nothing in this Agreement will in any way limit Subscriber's ability to comply with said law.

- 5.6. Information Collected Through SaaS Services. Subscriber is solely responsible for compliance with applicable laws related to the manner in which Subscriber chooses to use the Services, including Subscriber's transfer and processing of Subscriber Data. Subscriber understands and agrees that when it uses certain features of the SaaS Services, certain information and data may be collected from Authorized Users, including monitoring and recording activity, which may include personal identifying information, either of the Authorized Users or other individuals. Subscriber agrees that ARX may use such information only as specified in Section 2.8 above. Provision of Services may involve the disclosure of such information to Vendors or Affiliates on the condition that they agree to treat such information in a manner substantially in accordance with this Agreement. Subscriber may revoke its consent to ARX's collecting and using such data at any time by written notice to ARX; provided, however, that Subscriber agrees that such revocation of consent may impair or render impossible the Subscriber's use of the SaaS Services.
- 5.7. Breach of Subscriber Data. As used in this subsection, "Data Breach" means "the intentional or unintentional release of Subscriber Data or Subscriber's Confidential Information, by ARX to a third party that is not authorized by this Agreement, or otherwise expressly authorized in writing by Subscriber. ARX will comply with all applicable laws regarding notice to affected individuals and other requirements in the event of a Data Breach. In the event of a Data Breach, ARX shall; (a) immediately upon discovery of the Data Breach give notice to Subscriber that the Data Breach occurred, and employ all efforts to immediately stop the Data Breach; (b) within 30 calendar days of notice being given, inform Subscriber of the nature of the breach and what information, if any, was released.
- 5.8. CJIS standards. ARX will adhere to applicable CJIS Security Policy. Subscriber understands and agrees that ARX utilizes third party vendors ("Hosting Providers") to securely host the SaaS Services in addition to its own extensive encryption and threat detection systems. As of the Effective Date of this Agreement, ARX utilizes Amazon Web Services (AWS) as its Hosting Provider for the SaaS Services. Subscriber may request reasonable records from ARX from time to time to assess ARX's adherence

to requirements of the applicable CJIS Security Policy promulgated by the FBI. ARX will produce records within a reasonable time frame. For the avoidance of doubt, Subscriber may need the consent of Hosting Provider to obtain any records or information from Hosting Provider. Subscriber will have the opportunity to run background checks on any ARX employees that will have access to Subscriber Data.

6. REPRESENTATIONS AND WARRANTIES.

- 6.1. Power and Authority. Each party represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. Subscriber represents and warrants that it has obtained, and shall have, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations, during the Term of this Agreement. Subscriber further represents that it has not received federal funding in connection with procurement under this Agreement.
- 6.2. No Other Warranties. Use of the SaaS Services is not intended to be a substitute for the professional judgment of dispatchers, law enforcement officers, or first responders, or other Subscriber personnel or officials, as applicable. The SaaS Services do not provide legal advice. Subscriber shall be solely responsible for all its own reliance on, actions, or failure to act in connection with the SaaS Services. THE SERVICES, THE THIRD PARTY COMPONENTS, AND THE THIRD PARTY DATA ARE PROVIDED "AS IS." ARX ASSUMES NO RESPONSIBILITY OR RISK FOR SUBSCRIBER'S USE OR MISUSE OF, OR FAILURE TO USE, THE INFORMATION PROVIDED THROUGH THE SAAS SERVICES. DUE TO THE NATURE OF SOFTWARE AND THE INTERNET, ARX CANNOT GUARANTEE THAT EVERY ERROR IN THE SAAS SERVICES OR PROBLEM RAISED BY SUBSCRIBER WILL BE RESOLVED. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6 NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SERVICES, THE THIRD PARTY COMPONENTS, THE THIRD PARTY DATA OR THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR UNINTERRUPTED OPERATION OR THAT THE SERVICES, THIRD-PARTY COMPONENTS AND THIRD-PARTY DATA ARE UP TO DATE, ACCURATE OR COMPLETE, SECURE FROM LOSS OR DAMAGE, OR FREE OF HARMFUL COMPONENTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. To the extent that a party may not as a matter of Applicable Law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

7. LIMITATION OF LIABILITY.

- 7.1. Liability Exclusion. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE, OR FAILURE OF, OF THE SERVICES, THE THIRD PARTY COMPONENTS OR THE THIRD PARTY DATA PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, ENVIRONMENTAL DAMAGE, LOSS OF PROFITS, REVENUES, ANTICIPATED SAVINGS, CUSTOMERS, OPPORTUNITIES, DAMAGE TO PRIVACY, REPUTATION OR GOODWILL OR UNAVAILABILITY OF THE SERVICES, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- 7.2. THE MAXIMUM LIABILITY OF EACH PARTY TO THIS AGREEMENT ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO ARX BY SUBSCRIBER DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES. NEITHER PARTY SHALL HAVE ANY LIABILITY TO ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATING TO THE THIRD-PARTY COMPONENTS OR THE THIRD-PARTY DATA OR OTHERWISE.
- 7.3. Exceptions. NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 7.1 AND SECTION 7.2 SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8. INDEMNIFICATION.

- 8.1. Indemnification by ARX. ARX will defend, indemnify and hold harmless Subscriber and its Authorized Users, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney's fees and expert and consulting fees) in connection with any third party claim arising after the Effective Date that the use of the SaaS Services (excluding any open source software) in accordance with this Agreement infringes or misappropriates the United States Intellectual Property Rights of third party; provided, however, that the foregoing obligations shall be subject to Subscriber (a) promptly notifying ARX of the claim, (b) providing ARX with reasonable cooperation in the defense of the claim when Subscriber

becomes aware, and (c) providing ARX with sole control over the defense and negotiations for a settlement or compromise; provided, however, that ARX shall not enter into any such settlement without Subscriber's prior written consent, which consent will not be unreasonably withheld, and that Subscriber shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing. Notwithstanding the foregoing, ARX shall have no obligation with respect to a third party claim to the extent the third party claim arises from: (s) claims arising out of acts or omissions of Subscriber or its users, employees or contractors; (t) claims brought by Subscriber or its Affiliates or Authorized Users; (u) claims arising from the use of prior versions software after receipt of modified or updated versions of software; (v) claims arising from the use of Third Party Applications, Third Party Components or Third Party Data; (x) use of the SaaS Services in combination with modules, apparatus, hardware, software, or services not authorized by ARX or specified in the Documentation for use with the SaaS Services; (y) use of the SaaS Services in a manner that is not in accordance with this Agreement or the Documentation; (z) the alteration or modification of the SaaS Services by a party other than ARX, unless such alterations and modifications were authorized by ARX or specified in the Documentation for use with the SaaS Services.

9. MISCELLANEOUS.

9.1. Notices. Unless otherwise specified herein, all notices and other communications between the parties required or permitted by this Agreement or by Applicable Law, will be deemed properly given, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized private courier service, to the respective addresses of the parties set forth below or such other addresses as the respective parties may designate by like notice from time to time. Notices so given will be effective upon (a) receipt by the party to which notice is given; or (b) on the fifth (5th) business day following mailing, whichever occurs first:

If to ARX:

ARX, Inc.
2901m Auburn Road, Auburn Hills, MI
48326
Attn: Andrew McKeever
Email: andrew@arxcommunity.com

Copy to:

Bodman PLC
201 S. Division, Suite 400
Ann Arbor, MI 48103
Attn: Timothy Damschroder, Esq.
Email: JMorrison@Bodmanlaw.com

If to Subscriber:

Attn: _____

Copy to:

Attn: _____

- 9.2. Assignment. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, without the consent of the other party, assign or otherwise transfer this Agreement to any of its Affiliates or to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets. Any assignment or other transfer in violation of this section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.
- 9.3. Force Majeure. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.
- 9.4. No Waiver. The failure of either party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged.
- 9.5. Amendment. No modification, change or amendment to this Agreement shall be effective unless in writing signed by Subscriber and ARX. No term included in any invoice, estimate, confirmation, acceptance, purchase order or any other similar document in connection with this Agreement will be effective unless expressly stated otherwise in a separate writing signed by Subscriber and ARX.
- 9.6. Relationship of the Parties. The relationship of the parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (a) give any party any right or authority to create or assume any obligation of any kind on behalf of any other party or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

- 9.7. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.
- 9.8. Headings. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.
- 9.9. Counterparts. This Agreement may be executed, including by electronic signature, in two or more counterparts, each of which shall be an original and all such counterparts together shall constitute one and the same instrument. Electronically executed or electronically transmitted (including via facsimile transmission) signatures have the full force and effect of original signatures.
- 9.10. Cumulative Remedies. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 9.11. Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 9.12. Compliance with Laws. Subscriber shall ensure that its use of the Services and all Subscriber Data complies with all Applicable Laws relating to the privacy of third parties or the protection of their personal data promulgated by any governmental, municipal, or legal authority having jurisdiction over Subscriber or the End User Data covered by this Agreement.
- 9.13. Entire Agreement. This Agreement supersedes all previous understandings, agreements and representations between the parties, written or oral and constitutes the entire agreement and understanding between the parties with respect to the subject matter thereof and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement, and, except as provided for herein, neither party makes any covenant or other commitment concerning its future action nor does either party make any promises, representations, conditions, provisions or terms related thereto.

- 9.14. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to the choice of law or conflicts principles. Any legal suit, action or proceeding arising out of or related to this Agreement or the rights granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the state of organization of the defending party in such proceedings, in each case located in the city of the defending party's choosing within such state. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

ARX, Inc.

City of Livonia, Michigan

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



REPORT TO THE LIVONIA CITY COUNCIL

Police
January 26, 2021

MEETING DATE

February 8, 2021

PREPARED BY

Diane Warterian, Program Supervisor,

AGENDA ITEM

REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND AUTHORIZE PURCHASE OF TRUNARC THERMO SCIENTIFIC CHEMICAL ANALYZER: Division of Police, re: to replace outdated narcotic field test pouches, from budgeted funds.

BACKGROUND

The Livonia Division of Police is requesting authorization to purchase the TruNarc™ Handheld Chemical Analyzer. TruNarc™ will replace the outdated test kit pouches, currently in use, that require direct handling of the suspected narcotics, which causes increased officer safety issues due to the enormous increase in Fentanyl proliferation, increasing overdoses and accidental exposure to officers.

The Livonia Police Department currently utilizes narcotic field test pouch kits to test suspected narcotics, which can expose the testing officer to dangerous substances. The use of the outdated field test kits puts our officers at a high risk of being exposed to dangerous substances.

RECOMMENDATION

The TruNarc™ analyzer allows officers to test narcotics and/or other dangerous substances from a distance, reducing officer exposure to potentially deadly substances. The analyzer identifies more than 300 of the highest priority illicit and abused narcotics in a single drug test, saving time and money. The TruNarc™ analyzer is also more accurate in testing the seemingly endless new designer narcotics and drugs constantly being introduced into society. This product is unique and patent protected; a sole source explanation, specifications and photograph are attached.

Pursuant to Finance Ordinance 3.04.140.d.3, we are requesting a waiver of the sealed bid process, to purchase the TruNarc™ Handheld Chemical Analyzer.

ThermoFisher Scientific
1 Radcliff Rd
Tewsbury, MA 01876

FISCAL CONSIDERATION

This proposed purchase would utilize \$29,788.26 budgeted for this purpose from Federal Forfeiture

Funds Account #265-334-987-000 (Capital Outlay- Other Equipment)

ATTACHMENTS

1. S012521 Req to purch Trunarc Thermo Scientific Chem Analyzer - Minutes
2. TruNarc analyzer- Supporting documents and Photo

APPROVED BY



Curtis Caid, Police Chief

Date: January 14,
2021



Michael Slater, Finance Director

Date: January 14,
2021



Paul Bernier, City Attorney

Date: January 14,
2021



Maureen Miller Brosnan, Mayor

Date: January 15,
2021

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 25, 2021**

Meeting was called to order via Zoom remote technology at 9:41 p.m. by President Kathleen McIntyre. Present: Rob Donovic (Deployed), Jim Jolly (Livonia, Michigan); Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

- 4) REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND AUTHORIZE PURCHASE OF TRUNARC THERMO SCIENTIFIC CHEMICAL ANALYZER: Division of Police, re: to replace outdated narcotic field test pouches, from budgeted funds.

Curtis Caid, Chief of Police, presented this request to Council. He stated this item is requesting Council's authorization and we'll be using forfeiture funds for this purpose should it be approved and to waive the bid process as in the other due to the uniqueness of this product. Currently for our narcotic officers to conduct a sealed test of narcotics evidence requires taking a sample of the narcotic, inserting it into a bag or a tube, crushing modules or capsules within the bag that releases various chemicals and then you wait for a reaction, whether it's positive for, let's say cocaine, or negative. This product is really incredible where it has the ability of analyzing a product or a suspected drug right through the plastic that it's contained in or whatever the packaging may be. It gives you a reading of what the content is. Well, you can imagine that first off the safety of that compared to the other option, the one that we've been doing with taking a sample of a product and putting it into a plastic tube, not having an officer or detective have to retrieve any sample from a bag and we think about the threats of Fentanyl and other substances that are out there now, it's a significant safety concern and has been for our officers leading up to it. So at this point the Federal agencies have this testing product and I believe Novi has this testing product and there's been times where we've had to take samples to those other communities for a test for officer safety reasons. So, with that and there is a sole source letter contained in the packet requesting Council's approval to expend the Federal forfeiture funds for this product and waive the sealed bid.

Councilmember Toy offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT

Thermo Scientific Portable Analytical Instruments, Inc.
2 Radcliff Rd.
Tewksbury, MA 01876
978-657-5555 phone
978-657-5921 fax

February 2020

RE: Request for Sole Service / Sole Brand Justification

To whom it may concern,

The purpose of this letter is to provide additional justification for why Thermo Scientific Portable Analytical Instruments Inc. ("Manufacturer") is the sole source service provider for its Thermo Scientific™ handheld chemical analyzers ("Safety and Security Products"). Such Safety and Security Products deliver rapid, field-based identification of unknown chemicals, explosives, and chemical weapons, as well as narcotics directly from within the hazard zone and provide specific, actionable data—enabling first responders, national security, and military organizations to act quickly and decisively.

Thermo Scientific Portable Analytical Instruments Inc. is the sole manufacturer of the FirstDefender RMX, RM, TruDefender FTX, FTXi, FT, FTi, Gemini and TruNarc (with TruNarc Kit, Test Stick, Type H) from its sole manufacturing location at 2 Radcliff Rd Tewksbury, Massachusetts USA. These devices utilize the proprietary chemometrics and DecisionEngine 2.0 MX analysis software also produced solely by Manufacturer. No other device of this kind on the market can make use of this software as it would be a violation of intellectual property protections held by Manufacturer. Manufacturer also is the sole provider of software and library updates. Additionally, Manufacturer has developed a rugged handheld chemical identification system for solids and liquids that uses both FTIR and Raman technologies known as Gemini. Gemini is the first and only handheld that offers both Raman & FTIR technologies as well as scan delay for both Raman & FTIR.

Due to their mission critical applications Manufacturer utilizes the expertise of its trained technicians and engineering staff to perform all necessary repairs. Additionally, the technicians must utilize proprietary software, intellectual property (technical documentation), calibration files and algorithms, as well as specialty tooling designed by Manufacturer in order to properly repair the Safety and Security Products in accordance with published specifications. For those reasons, coupled with complexity and overall safety, Manufacturer, is the sole service provider for our Safety and Security Products possessing unique qualifications and/or specialized capabilities or expertise that is not available in the marketplace.



Matthew Quinn

Thermo Scientific Portable Analytical Instruments Inc.
Government Contracts Manager
Thermo Fisher Scientific

Sales Quotation

Thermo Scientific Portable Analytical Instruments Inc.

2 Radcliff Rd
Tewksbury, Massachusetts 01876
United States

Quote Number	Created Date	Exp. Delivery Terms	Page
00227443	12/09/2020	ARO	1 / 7
Contact:	Phone	Payment Term	Valid To
Michael Nagle		Net 30	03/26/2021
Inco Terms		Shipping Method	
FOB Origin - Tewksbury		Fed Ex 2nd Day	

Submitted To:

Lt. Josh Gilbert
Livonia Police Department
15050 Farmington Rd
Livonia, Michigan 48154
United States

Phone: 7344662343
Email: josh.gilbert@livoniapd.com

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC
INSTRUMENTATION

To Place an Order:

Contact: Michael Nagle
Phone: (617) 716-9831
Fax:
Email: michael.nagle@thermofisher.com
Additional instructions, terms & conditions on last page

GSA Contract No. GS-07F-6099R
Contract period: March 26, 2010 - September 28, 2025
SIN 339999E
SIN 334519

Unless stated otherwise, this quotation is subject to the terms and conditions of GSA Contract No. GS-07F-6099R. For government and other authorized agencies, please reference this number on your order. In the event of any inconsistency between the terms and conditions of this order and those of the above Federal Supply Schedule contract, the latter will govern.

Pos.	Product Code	Product Name	Sales Price	Quantity	Total Price
1.00	800-01045-01	TruNarc, Unlimited, Warranty - 5 Yrs, Train-12	USD 29,235.26	1.00	USD 29,235.26
		List Price: USD 31,200.00			
	GSA Item	TruNarc Unlimited Model with 5 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students within the Continental United States (CONUS) - expires 9 months after date of purchase.			
2.00	810-01462-01	TruNarc Solution Kit (Type H) - 100, English	USD 553.00	1.00	USD 553.00
		List Price: USD 553.00			
	Open Market Item	TruNarc Solution Kit (Type H) for identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100 Solution Vials with Ethanol. Note that because of the Ethanol, this product ships as a Hazardous Goods shipment. The shelf life for Type H-sticks is approximately one year from shipment.			
Total:					USD 29,788.26

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Additional Comments: Mandatory PO language for state/local orders using the Cooperative Purchasing Program: "This order is placed under GSA contract number GS-07F-6099R under the authority of the GSA Cooperative Purchasing Program. In the event of a conflict between the terms of this order and those of the GSA Schedule, GSA's terms shall govern."

Important Note: Please issue POs to Thermo Scientific Portable Analytical Instruments Inc

Federal Tax ID No.: 01-0650031

CAGE CODE: 392A9

DUNS #: 11-289-3131

Bank of America ABA# for Wire Payments: 026 009 593

Bank of America ABA# for ACH Payments: 111 000 012

Beneficiary Account Number: 4426843850

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the Thermo Scientific Portable Analytical Instruments Inc. Terms and Conditions of Sale attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order that your company issues and (iii) the Terms and Conditions shall exclusively govern the transaction(s) contemplated hereby

_____ Signature of authorized company representative	_____ Date	_____ Phone#
_____ Print Name	_____ Title	_____ Email
_____ Model #	_____ Amount + S&H	_____ Purchase Order Number

E-mail to: pai.sales.ops@thermofisher.com

Fax to: 1-877-680-2568

Order Processing Address:

michael.nagle@thermofisher.com

Thermo Scientific Portable Analytical Instruments Inc
2 Radcliff Road
Tewksbury, MA 01876

Remit check Payment To:

Thermo Scientific Portable Analytical Instruments Inc
PO Box 415918
Boston, MA 02241-415918

Payment Details**Method of Payment**

- ☐ Net 30 (Attach Credit Application & Credit References)
☐ Credit Card
☐ Check
☐ Wire Transfer

Sales Tax Application

- ☐ Yes Apply Sales Tax
☐ No

- If no, you must provide a copy of your tax exemption certificate along with your purchase order.

****Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax.)****

Address Verification

Please make corrections if necessary below:

Bill to:

15050 Farmington Rd
Livonia, Michigan 48154-5499
United States

Ship to:**Additional Options / Accessories**

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC – TERMS AND CONDITIONS OF SALE

Last revised November 2019

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL.** Thermo Scientific Portable Analytical Instruments Inc ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this agreement (the "Agreement") differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions, which are not part of Seller's original price quotation.

3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.

Buyer shall pay Seller such surcharges, or other fees, in respect of the sale of Products hereunder as Seller deems necessary and appropriate (in Seller's sole, good-faith, reasonable discretion) to account for changes in the cost to product, develop, market, or sell the Products to Buyer hereunder (whether as the result of the imposition of tariffs or otherwise). All such surcharges must be paid by Buyer in accordance with the payment terms set forth herein. Buyer agrees that such surcharges, or other fees, or any termination thereof, shall take effect immediately upon written notice thereof by Seller to Buyer. In the event that Seller's quote and/or order acknowledgement set forth surcharges, those documents shall be considered adequate written notice to Buyer that said surcharges are Buyer's responsibility. Any such surcharges shall not constitute an increase in the Price(s) of any Products or Services sold under this Agreement

4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. **DELIVERY CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, F.O.B. shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without prior written consent of seller.

6. **RETURN OF PRODUCTS/RESTOCKING CHARGE.** Buyer must obtain permission from Seller prior to returning Products. The request must be received within ten (10) days of receipt of the Products. Older items, service parts, and discontinued items cannot be returned for credit. In order to obtain a RMA number, Buyer must contact Seller's customer support. Seller, in its discretion, may impose a twenty (20%) percent restocking charge of the price paid for any item authorized for return for credit

7. **TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier irrespective of which Party's carrier is used for the transport or the manner of payment ascribed to the transport; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

8. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace, Products and/or provide additional parts or services as reasonably necessary to cause the same to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and /or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become

the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this Warranty shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

9. INDEMNIFICATION

9.1. **By Seller.** Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

9.2. **By Buyer.** Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval

10. **SOFTWARE.** With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof

11. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 8 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B)

ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT

12. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported by the Buyer or to be exported by the Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents

13. HAZARDOUS MATERIALS. Some Products may require special packaging, labeling, marking and handling. Carriers may add additional freight charges for the handling or transporting of these materials. The consolidating of such material with other Products may be prohibited. Additional freight charges will be billed per Seller's shipping terms. Be sure to advise Seller of shipping instructions for these hazardous materials to reduce your freight costs

14. MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for non-clinical, non-diagnostic, non-therapeutic use only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in these [terms and conditions] or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created, developed or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the Customs-Trade Partnership Against Terrorism or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies, in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof).

15. SOFTWARE-AS-A-SERVICE TRANSACTIONS. IF YOU ARE PURCHASING ANY PRODUCTS PROVIDED BY SELLER HEREUNDER AND DESCRIBED IN THE RELEVANT QUOTATION OR PURCHASE ORDER AS A SUBSCRIPTION TO ANY THERMO FISHER SOFTWARE-AS-A-SERVICE OFFERING (ANY SUCH PRODUCT, HEREINAFTER, A "SUBSCRIPTION"), THEN IN RESPECT OF SUCH SUBSCRIPTION(S) ONLY

(a) The following terms and conditions of this Agreement shall not apply: Sections 6-7, 9.1, and 13.

(b) The following terms and conditions of this Agreement shall be modified as set forth below:

(i) Section 5 shall be replaced in its entirety with the following:

5. CANCELLATION OR CHANGES BY BUYER. Seller reserves the right to suspend or terminate the Buyer's Subscription(s), in whole or in part, if Buyer fails to make any payment to Seller when due, otherwise fails to perform its obligations hereunder, or fails to comply with the Seller's Terms of Use agreement agreed to by Buyer and governing Buyer's use of the Subscription(s), as in effect from time to time (the "Terms of Use"). Seller will not be liable for any loss or damage resulting from any delay in activation of the Subscription(s) or failure to activate the Subscription(s) which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the activation of the Subscription(s) within a reasonable period of time, and Buyer will not be entitled to refuse payment or otherwise be relieved of any obligations as the result of such delay. Orders in process may be canceled only with Seller's written consent and upon

payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor.

(ii) Section 8 shall be replaced in its entirety with the following:

8. **WARRANTY.** BUYER AGREES AND ACKNOWLEDGES THAT THE SUBSCRIPTIONS ARE SOLD "AS-IS", WITH NO WARRANTIES EXPRESSED OR IMPLIED. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, ORAL OR WRITTEN, WITH RESPECT TO THE SUBSCRIPTIONS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

(iii) Section 10 shall be replaced in its entirety with the following:

10. **SOFTWARE.** This Agreement shall not be construed to grant to Buyer any patent license, know-how license or any other rights except as specifically provided herein. Buyer agrees and acknowledges that, by virtue of its purchase of the Subscriptions hereunder, it does not acquire any intellectual property rights (whether by license, assignment, or otherwise) of Seller, including without limitation any rights to the Subscriptions or related software or hardware systems (except for the limited right to use the Subscription subject to the terms and conditions set forth herein). Buyer shall not reverse engineer or copy the design, algorithms, or code, or any components thereof, of any information related to the Subscriptions for any purpose.

(iv) In Section 11, the language "ONE MILLION DOLLARS (\$1,000,000)" shall be replaced with "TEN THOUSAND DOLLARS (\$10,000)".

(c) The following additional terms and conditions shall apply

TERMS OF USE. Buyer hereby acknowledges and agrees that it shall comply with all terms and conditions of the Terms of Use, and that Buyer's use of the Subscription in violation of any such terms and/or conditions shall entitle Seller, without prejudice to any other remedies that may be available to Seller at law or in equity, to terminate Buyer's use of the Subscription(s) effective immediately.

Buyer further agrees and acknowledges that it shall not be entitled to any refund of any portion of the purchase price paid in respect of Subscription(s) cancelled by Seller pursuant to Seller's rights under this Section and/or the Terms of Use. Buyer's rights to use these Subscription will begin upon Seller's transmission to Buyer of Subscription link and end 12 months from this date unless otherwise terminated by Seller. In the event of any conflict between this Agreement and the Terms of Use, the Terms of Use shall control.



**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 25, 2021**

Meeting was called to order via Zoom remote technology at 9:41 p.m. by President Kathleen McIntyre. Present: Rob Donovic (Deployed), Jim Jolly (Livonia, Michigan); Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

- 5) REQUEST TO EXECUTE 2021 AGREEMENT BETWEEN THE CITY OF LIVONIA AND THE SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION (SMART): Livonia Housing Commission, re: to allow Livonia Community Transit Program to receive the Municipal and Community Credits in the amount of \$95,342.00.

Felicia Cross, Program Supervisor, presented this request to Council. She stated they are asking for approval for this contract that comes up for renewal annually and it's in the amount of \$95,342.00 and it goes directly to the program, it's a Municipal Credit Contract.

Councilmember White offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Housing
January 26, 2021

MEETING DATE

February 8, 2021

PREPARED BY

Brandie Isaacson, Director of Housing,

AGENDA ITEM

REQUEST TO EXECUTE 2021 AGREEMENT BETWEEN THE CITY OF LIVONIA AND THE SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION (SMART): Livonia Housing Commission, re: to allow Livonia Community Transit Program to receive the Municipal and Community Credits in the amount of \$95,342.00.

BACKGROUND

The Livonia Community Transit (LCT) program has received Municipal and Community Credits from Suburban Mobility Authority for Regional Transportation (SMART) in the amount of \$95,342.00. This resource will be used to support the operating needs of the Livonia Community Transit program.

RECOMMENDATION

Authorize the Mayor and City Clerk to execute the Funding Agreement between the City of Livonia and the Suburban Mobility Authority for Regional Transportation (SMART) for Fiscal Year 2021 so that the Livonia Community Transit Program can receive the Municipal and Community Credits and to do all things necessary or incidental to the full performance of this resolution.

FISCAL CONSIDERATION

To fund account 218.000.536.000

ATTACHMENTS

1. S012521 2021 SMART Agreement - Minutes
2. MC Contract 2021 COMPLETED

APPROVED BY

Michael Slater, Finance Director

Date: January 15,
2021



Date: January 15,
2021

Paul Bernier, City Attorney

Date: January 19,
2021

Brandie Isaacson, Director of
Housing



Date: January 19,
2021

Maureen Miller Brosnan, Mayor

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY 2021

Maureen Miller Brosnan

I, _____, as the Mayor of City of Livonia (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period July 1, 2020 through June 30, 2021 (Section 1 below), and **Community Credits** available for the period July 1, 2020 to June 30, 2021 (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use \$95,342 in **Municipal Credit** funds as follows:

- | | | |
|-----|---|--------------------------|
| (a) | Transfer to _____
<small>TRANSFeree COMMUNITY</small> | Funding of: \$ _____ |
| (b) | Van/Bus Operations
(Including Charter and Taxi services) | At the cost of: \$ _____ |
| (c) | Services Purchased from SMART
(Including Tickets, Shuttle Services/Dial-a-Ride) | At the cost of: \$ _____ |
| (d) | Services Purchased from Subcontractor

(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement) | At the cost of: \$ _____ |

Total \$95,342

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State's approved budget. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by June 30, 2023; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use \$0 in **Community Credit** funds available as follows:

- | | | |
|-----|--|--------------------------|
| (a) | Transfer to _____
<small>TRANSFeree COMMUNITY</small> | Funding of: \$ _____ |
| (b) | Van/Bus Operations
(Including Charter and Taxi services) | At the cost of: \$ _____ |
| (c) | Services Purchased from SMART
(Including Tickets, Shuttle Services/Dial-a-Ride) | At the cost of: \$ _____ |

(d) Capital Purchases At the cost of: \$ _____

(e) Services Purchased from Subcontractor At the cost of: \$ _____

(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total \$0

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2021, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2024; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

This agreement shall be binding once signed by both parties.

**SUBURBAN MOBILITY AUTHORITY
FOR REGIONAL TRANSPORTATION**

CITY OF LIVONIA

Signature

Signature

Printed Name

Maureen Miller Brosnan
Printed Name

Title

Mayor
Title

Date

Date

CITY OF LIVONIA

Signature

Susan Nash

Printed Name

City Clerk

Title

Date

Signature

Michael Slater

Printed Name

Director of Finance

Title

Date

EXHIBIT A

PROJECT DESCRIPTION

Overall Project Description (please provide a descriptive narrative):

Livonia Community Transit (LCT) serves senior and disabled residents of Livonia. Transportation is provided between any two points within the City of Livonia. Livonia Transit will go within one mile outside the city limits for medical appointments only. Reservations are required and it is strongly recommended that they be made in advance. Riders must have exact fare or a bus ticket. Vehicles are a combination of small buses and vans.

In addition to our senior and disabled service, LCT has partnered with the transportation department at the VA hospital in Ann Arbor to help connect Livonia veterans in getting to their appointments. Livonia Transit also assists passengers coming to Livonia from the SMART and D-DOT bus lines by having a shuttle service that drops off at predetermined locations around the city.

Customers can now book their trips using the Livonia Transit online reservation system. First time users must create a new username and password by registering on the City's website: <https://livonia.gov/213/Livonia-Community-Transit>

Our customer service number is (734) 466-2700. LCT can also be reached by email at lct@ci.livonia.mi.us

Service Area (please provide geographic boundaries):

City of Livonia and up to one (1) mile outside of the city limits for medical appointments.

Service Times (please provide days and hours of service):

Monday – Friday, 7:00 a.m. to 12:15 p.m., 1:15 p.m. to 6:30 p.m.

Saturday 8:00 a.m. to 2:30 p.m.

Service Reservation number:

(734) 466-2700

Eligible User Groups (please set forth users eligible to use the service):

Residents of Livonia who are 60 years of age and older, disabled or a qualified veteran

Exhibit A, page 2

Fare Structure:

Cost is \$2.00 each way, \$4.00 roundtrip

Service Mode:

Livonia Transit has eighteen (18) vehicles. All are equipped with wheelchair lifts, except one.

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: City of Livonia

Contract Period: July 1, 2020 - June 30, 2021

Account No: 48140

OPERATING EXPENSES:

Administrative Fee	
(10% max. of MC & CC funds)	64,703
Driver Wages	347,713
Fringe Benefits	26,600
Gasoline & Lubricants	269,000
Vehicle Insurance	60,000
Parts, Maintenance Supplies	Incl. with gas & lub
Mechanic Wages	Incl. with gas & lub
Fringe Benefits	7,181
Dispatch Wages	93,869
Other: ofc sup, medic, uniforms, printing, comp. maint., etc	72,100

Sub-Total (Operating Expenses)	\$941,166
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PURCHASED SERVICE:

Taxi Service	0
Charter Service	0
SMART Bus Tickets	0
SMART Shuttle Service	0
SMART Dial-A-Ride	0
Other (Specify)	0

Sub-Total (Purchased Service)	0
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CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment	0
Software	0
Vehicle	0
Maintenance Equipment	0
Other (Specify)	0

Sub-Total (Capital Equipment)	0
--------------------------------------	----------

TOTAL EXPENSES

**(Operating Expenses, Purchased Service,
and Capital Equipment):**

\$941,166

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	<u>95,342</u>
Community Credit Funds	<u>0</u>
Specialized Services Funds	<u>18,486</u>
CARES Funds	<u>75,270</u>
Farebox Revenue	<u>65,000</u>
In-Kind Service	<u>0</u>
Special Fares (Contracted Service)	<u>0</u>
Other: Interest	<u>12,000</u>

\$941,166

TOTAL REVENUE:

(Note: TOTAL EXPENSES must equal TOTAL REVENUE)

EEO COMPLIANCE REPORT A**COMMUNITY PARTNERSHIP FORM****Agency/Community Information**Program Type: Community Partnership Program (CPP) ☒ Specialized Service ☐ New Freedom ☐ JARC ☐ 5310 ☒Name of Agency/Community: **City of Livonia – Livonia Community Transit**Address: **33000 Civic Center Drive**City: **Livonia**State: **Michigan**Zip: **48154****Agency/Community Data**1) Has your agency/community completed in excess of \$1,000,000 in
DOT federally-funded contracts from SMART in the past year?Yes ☐ No ☒

2) Does your agency/community employ over fifty (50) transit related employees?

Yes ☐ No ☒If the answers to the previous two questions were both "Yes", Please forward
your agency's/community's Affirmative Action plan to the address below:

Buhl Building
535 Griswold Street, Suite 600
Detroit, MI 48226
Attn: EEO Coordinator

Have all subcontractors been informed of their responsibility to file an EEO Compliance Report A form? Yes ☒ No ☐ N/A ☒**Testing Program Requirements**Does your agency/community have a DOT Drug and Alcohol testing program for
Safety-sensitive employees? (Vehicle operators, dispatchers, mechanics and armed security)Yes ☒ No ☐Who is your testing program manager? **Doug Moore**Contact Number: **734-466-2617****Please Proceed to Employment Data Section on Back**

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Employment Data

Report all **Transit** related permanent, temporary, or part-time employees including apprentices and on-the-job trainees.
Enter the appropriate figures in the boxes below relating to an employee's race and gender.

Job Classification	Total				Race													
					Non Minority		Minority											
					White		African American		Hispanic		Asian		Pacific Islander		American Indian		Multi Race	
	Employees	Male	Female	Minority	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Manager	1		1	1		1		1										
Professionals																		
Technicians																		
Sales Workers																		
Office and Clerical Staff	3		3			3												
Craftsmen (Skilled)																		
Operators (Semi-Skilled)	22	20	2															
Laborers (Unskilled)																		
Service Workers																		
Journey Workers																		
Apprentices																		
Total	26																	

Certification

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

How was this information obtained? Visual Survey: Yes ☒ No ☐ Employment Records: Yes ☐ No ☒		
Name of Authorizing Official (Print): Felicia Cross		Title: Program Supervisor
Signature: <i>Felicia Cross</i>		Date: September 28, 2020
Contact Person for report: same as above		Title:
Telephone: 734-466-2537	Ext:	Email: fcross@ci.livonia.mi.us

City/Agency Name: **City of Livonia – Livonia Community Transit**

Primary Contact Person Name: **Felicia Cross ***

Title: **Program Supervisor**

Office Telephone Number: **(734) 466-2537**

Cell Phone Number:

Fax Number: **(734) 458-6016**

Email Address: ~~fcross@ci.livonia.mi.us~~

fcross@livonia.gov

Street Address, City, Zip Code: **15218 Farmington Rd, Livonia, MI**

48154

Secondary Contact Person Name: **Brandie Issacson**

Title: **Housing Department Director**

Office Telephone Number: **(248) 477-7086**

Cell Phone Number:

Fax Number:

Email Address: ~~bissacson@ci.livonia.mi.us~~

bisaacson@livonia.gov

Street Address, City, Zip Code: **McNamara Towers 2,**

19300 Purlingbrook, Livonia, MI 48152

*Other Name(s):

Title:

Office Telephone Number:

Cell Phone Number:

Fax Number:

Email Address:

Street Address, City, Zip Code:

**Please indicate the staff person who sends the weekly and quarterly reports*



REPORT TO THE LIVONIA CITY COUNCIL

Housing
January 26, 2021

MEETING DATE

February 8, 2021

PREPARED BY

Brandie Isaacson, Director of Housing,

AGENDA ITEM

REQUEST TO EXECUTE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT FUNDING AGREEMENT BETWEEN THE CITY OF LIVONIA AND THE SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION (SMART): Livonia Housing Commission, re: to allow Livonia Community Transit Program to receive the Coronavirus Aid, Relief, and Economic Security Act grant in the amount of \$75,270.00.

BACKGROUND

The Livonia Community Transit (LCT) program has received a Coronavirus Aid, Relief, and Economic Security Act grant in the amount of \$75,270.00. This grant will be used to support the operating needs of the Transit program; in addition to, preventing, preparing for, and responding to COVID-19.

RECOMMENDATION

Authorize the Mayor and City Clerk to execute the Coronavirus Aid, Relief, and Economic Security Act Funding Agreement between the City of Livonia and the Suburban Mobility Authority for Regional Transportation (SMART) for contract period January 20, 2020 through June 30, 2023 to receive \$75,270.00 which shall be used for operation of the Livonia Transit program and to prevent, prepare for, and respond to COVID-19, and all things necessary or incidental to the full performance of this resolution.

FISCAL CONSIDERATION

218.000

ATTACHMENTS

1. S012521 Coronavirus and SMART agreement minutes
2. CARES Act Contract COMPLETED

APPROVED BY

Date: January 15,
2021

Michael Slater, Finance Director



Paul Bernier, City Attorney

Date: January 15,
2021

Brandie Isaacson, Director of
Housing

Date: January 19,
2021



Maureen Miller Brosnan, Mayor

Date: January 19,
2021

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 25, 2021**

Meeting was called to order via Zoom remote technology at 9:41 p.m. by President Kathleen McIntyre. Present: Rob Donovic (Deployed), Jim Jolly (Livonia, Michigan); Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

- 6) REQUEST TO EXECUTE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT FUNDING AGREEMENT BETWEEN THE CITY OF LIVONIA AND THE SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION (SMART): Livonia Housing Commission, re: to allow Livonia Community Transit Program to receive the Coronavirus Aid, Relief, and Economic Security Act grant in the amount of \$75,270.00.

Felicia Cross, Program Supervisor, presented this request to Council. She stated they have the opportunity from SMART to apply for some Cares Act Funds and this is the amount they awarded us, the \$75,270.00. We will be using it to expand or incorporate more vehicles into our program to make up for the fact that we have to keep passengers apart because of COVID. And doing that our software and our hardware needs to be expanded, so that is what we want to use the Cares Act Funds for.

Councilmember White offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT

CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT FUNDING AGREEMENT

**BETWEEN
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION
AND
CITY OF LIVONIA**

This Coronavirus Aid, Relief, and Economic Security Act Funding Agreement (hereinafter "Agreement") is made between the Suburban Mobility Authority for Regional Transportation (hereinafter "SMART"), an entity organized under the provisions of Act 204 of the Public Acts of 1967, as amended, of 535 Griswold, Suite 600, Detroit, Michigan 48226 and the City of Livonia (hereinafter "Sub-recipient"), a municipality, whose address is 33000 Civic Center Drive, Livonia, MI 48154, for the use of grant funding provided by the Federal Transit Administration (hereinafter "FTA"), pursuant to the Coronavirus Aid, Relief, and Economic Security Act (hereinafter "CARES Act"). SMART and Sub-recipient are collectively referred to as the "Parties" herein.

WHEREAS, SMART, pursuant to the provisions of Act 204, has been vested with the authority to acquire, plan, construct, operate and maintain transportation systems and facilities within its jurisdiction; and

WHEREAS, Sub-recipient is within SMART's jurisdiction and desires to manage and operate certain public transportation services for purposes consistent with §5307; and

WHEREAS, the CARES Act provides emergency assistance and health care response for individuals, families and businesses affected by the COVID-19 pandemic, including funding for transportation to support capital, operating, and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19; and

WHEREAS, the purpose of this Agreement is to state the responsibilities and obligations of Sub-recipient and SMART, as well as the conditions for the Sub-recipient's use of the CARES Act funding distributed by SMART; and

NOW THEREFORE, in consideration of the mutual covenants, and representations contained herein, the Parties agree as follows:

1. FUNDING

SMART, as a direct recipient of CARES Act funding, shall pass through designated CARES Act funding to Sub-recipient in the amount of **\$75,270**. This funding shall be spent in accordance to the CARES Act Budget in **Exhibit A**. The funding will be distributed as approved by the SMART Board of Directors and in accordance with federal regulations and SMART's policies and procedures, and subject to the terms and conditions of this Agreement. The Parties agree that SMART's disbursement of the CARES Act funding is contingent upon SMART receiving the funding from FTA. SMART will periodically reimburse communities for eligible CARES Act expenses upon receipt of Sub-recipient's required Quarterly Expense Report, and as described in the Community Transit Manual, and/or any and all required supporting documentation.

Eligible CARES Act expenses are those that are normally eligible under the Section 5307 programs that are incurred on or after January 20, 2020 to be in response to economic or other conditions caused by COVID-19. CARES Act funding must be spent on or before June 30, 2023. If the CARES Act funds allocated as above are not spent in their entirety on or before that date, SMART reserves the right to reallocate those funds.

If Sub-recipient has requested reimbursement of Municipal Credit or Community Credit ("MC/CC") funding for expenses that are also eligible for CARES Act funding, Sub-recipient may request that the funds be re-allocated from their MC/CC funding to their SMART share of CARES Act funding. Sub-recipient shall submit the re-allocation request via an email to the following email addresses: (1) FinanceAdmin@smartbus.org; (2) HShepherd@smartbus.org; and (3) MColson@smartbus.org. Sub-recipient shall specify and include in the email the following: (1) a revised Quarterly Expense Report indicating the quarter in which the reimbursement was requested for MC/CC funds that the Sub-recipient would like to be reallocated to CARES Act eligible funds (i.e., April 2020 – June 2020; (2) all relevant CARES Act eligible revenues; (3) all relevant CARES Act eligible expenses; (4) all relevant CARES Act eligible non-financial data; and (5) the amount of the CARES Act Funding eligible expense, specifically stating the entire expense amount is not CARES Act eligible. SMART's Finance Department shall review the originally submitted Quarterly Expense Report(s) against the revised Quarterly Expense Report(s) the Community submitted in re-allocating eligible CARES Act Funding expense. Upon completion of the review, SMART's Finance Department shall determine if the request for reimbursement is CARES Act eligible and if a transfer of the funds is permitted. A template of the Quarterly Expense Report can be obtained by your County ombudsperson. CARES Act funding cannot supplant existing grant local contribution requirements. Eligible expenditures reimbursed under MC/CC cannot also be reimbursed under CARES Act funding.

The Parties agree that should the CARES Act funding amount be reduced by the FTA from that which is anticipated, SMART shall reduce the CARES Act funding amount passed through to Sub-recipient. SMART may make reductions by project, by line item expenditure, or by dollar amount. SMART retains sole discretion to budget and spend all CARES Act funding dollars it receives. If the expenses applied for by Sub-recipient are found to be ineligible for

funding, SMART will immediately notify Sub-recipient. Within thirty (30) days, Sub-recipient shall return all CARES Act funding for the ineligible expenses to SMART.

2. TERM OF THE AGREEMENT

This Agreement shall remain in effect as long as Sub-recipient receives CARES Act funding provided by this Agreement. SMART shall have sole discretion to terminate this Agreement upon written notice to Sub-recipient. Within thirty (30) days of receipt of written notice, Sub-recipient shall return all CARES Act funding for the terminated program to SMART for repayment to the FTA.

3. RECORDS AND AUDITS

Sub-recipient shall keep accurate financial and operating records for the project for at least six (6) years from the date of expenditure or request for reimbursement, whichever is later. Such records including but not limited to: records of all expenses paid for its operations, records of the use of its services (ridership), all accident reports, maintenance records, dispatch records, personnel records, and all other supporting documents. SMART may request, and Sub-recipient shall permit, SMART or its designee to review all records relating to the project either by formal audit or periodic administrative review.

4. SUBRECIPIENT REPORTING AND MONITORING

Pursuant to 2 CFR Part 900 (hereinafter "Super Circular") §200.331, Sub-recipient agrees to complete all available information required by **Exhibit B** of this Agreement at the time of the Agreement's execution, and Sub-recipient further agrees to supplement all additional information required by **Exhibit B** immediately as it becomes available following the execution of the Agreement. **Exhibit B** may be completed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same document.

5. INDEMNIFICATION

Notwithstanding anything to the contrary contained herein, Sub-recipient shall indemnify, defend and save harmless SMART, its officers, agents, employees, and members of its Board of Directors from any and all claims, losses and damages, including costs and attorney fees occurring or resulting from any act or omission of the Sub-recipient or its officers, agents, employees, subcontractors, successors and/or assigns arising out of or pursuant to this Agreement without regard to the negligence of the Sub-recipient.

This Agreement is not intended to alter or increase SMART or Grantee's liability for tort claims, to other third-parties. Nor is this indemnity provision intended to be a third-party beneficiary contract, and therefore it confers no rights or third-party status on anyone other than the parties hereto.

6. PROCUREMENT

The Sub-recipient's procurement of any property, supplies, services, or equipment using CARES Act funds must comply with the FTA procurement requirements at 49 CFR Part 18 if Sub-recipient is, or established by, a State or Local Government and 49 CFR Part 19 if Sub-recipient is a private, non-profit entity, and the guidance contained in the current FTA Circular 4220.1.

7. GENERAL

This Agreement may be executed and delivered (including by facsimile transmission) in two or more counterparts, each of which when executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. This Agreement constitutes the entire agreement between the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. This Agreement may be modified by SMART at its sole discretion and written notice to Sub-recipient.

Should any part of this Agreement be declared to be invalid, unconstitutional or beyond the authority of either party to enter into or carry out, such decision will not affect the validity of the remainder of this Agreement, which will continue in full force and effect.

This Agreement is not intended to be a third-party beneficiary Agreement and confers no rights on anyone other than SMART and the Sub-recipient.

Parties' failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

The Parties agree that the responsibilities and benefits under this Agreement shall not be assigned unless such assignment is approved by SMART in advance in writing. This agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

The Sub-recipient shall, in the performance of this Agreement, comply with all applicable State, Federal and local statutes, ordinances and regulations. This Agreement shall be governed by the laws of the State of Michigan.

This Agreement shall become effective upon the date the Agreement is signed by SMART.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature" shall include faxed

versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

THE PARTIES HEREBY ACKNOWLEDGE that they have read and understand this Agreement and that the signatories below have affixed their signatures and affirmed that they are authorized to execute this Agreement, for the purpose of binding their respective Parties.

**SUBURBAN MOBILITY AUTHORITY
FOR REGIONAL TRANSPORTATION**

CITY OF LIVONIA

Signature

Signature

Printed Name

Maureen Miller Brosnan

Printed Name

Title

Mayor

Title

Date

Date

Signature

Susan Nash

Printed Name

CityClerk

Title

Date

Signature

Michael Slater

Printed Name

Director of Finance

Title

Date

EXHIBIT A
CARES ACT FUNDING BUDGET

Sub-recipient: City of Livonia
Contract Period: January 20, 2020 through June 30, 2023
Account Number: _____

CARES ACT SMART ALLOCATION **\$75,270**

CARES ACT ANTICIPATED EXPENSES

OPERATING EXPENSES:

State Administrative Wages	0
Driver Wages	11,812
Fringe Benefits	
Gasoline & Lubricants	43,294
Vehicle Insurance	0
Parts, Maintenance Supplies and Contractual Services*	Incl w/gasoline & lubricants
Mechanic Wages	Incl w/gasoline & lubricants
Fringe Benefits	0
Dispatch Wages	0
Other (Specify)	0
Sub-Total	\$55,106

PURCHASED SERVICE:

Taxi Service	0
Charter Service	0
SMART Bus Tickets	0
SMART Shuttle Service	0
SMART Dial-A-Ride	0
Other (Specify) _____	0
Sub-Total	\$0

CAPITAL EQUIPMENT:

(Only list purchases to be made with CARES Act Funding)

Computer Equipment	4,124
Software	9,700
Vehicle	0
Maintenance Equipment	0
Other (Specify)	6,340 (professional services)
Sub-Total	\$20,164

TOTAL EXPENSES:

CARES ACT SMART ALLOCATION MINUS **\$75,270**

TOTAL EXPENSES:

*Contractual Services— Please detail what services are being performed with an attachment to this budget.

EXHIBIT B

- 1) **Sub-recipient Name:** City of Livonia
- 2) **DUNS Number:** 195897947
- 3) **FAIN:** MI-2020-052
- 4) **Fed Award Date:** 08/18/2020
- 5a) **Sub-Award Start:** 01/20/2020
- 5b) **Sub-Award End:** 06/30/2023
- 6) **Fed Funds Obligated by this Action:** \$75,270
- 7) **Total Fed Funds Obligated to Sub by FAIN:** \$75,270
- 8) **Total Amount of Fed Award Committed:** \$0
- 9) **Fed Award Project Description:** Operating Assistance
- 10) **SMART Vehicle Number:** N/A
- 11) **Name of Fed Awarding Agency:** Federal Transit Administration
- 12) **Name of Pass-Through Entity:** SMART
- 13) **Contact Information for Pass-Through Awarding Official:** Ryan Byrne, SMART
Director of Finance
- 14) **CFDA Number & Name:** 20.507-Urbanized Area Formula Grants (CARES Act)
- 15) **R&D:** No
- 16) **Indirect Cost Rate for Federal Award:** N/A



REPORT TO THE LIVONIA CITY COUNCIL

DPW

January 26, 2021

MEETING DATE

February 8, 2021

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST TO AUTHORIZE ADDITIONAL APPROPRIATION AND EXPENDITURE: Department of Public Works, re: to perform preventative maintenance along with emergency repairs of the sanitary sewer system, for an additional \$650,000 and increase the not to exceed amount to \$1,000,000. (CR 407-17)

BACKGROUND

The Department of Public Works regularly performs routine sanitary sewer pipe inspection, cleaning, and chemical root control. The northwest quadrant of Section 12 has been identified as an area with repeated deficiencies requiring more frequent inspections and repairs. To fully assess the condition of the sewers in this area the Department conducted sewer video inspection of all pipe segments in the northwest quadrant of Section 12. This condition assessment provides us with the detailed information needed to identify areas where rehabilitation measures are needed. The condition assessment reports showed that most pipe segments are in poor structural condition and in dire need of repair to avoid sewer failures. The Department has evaluated the needed pipe rehabilitation costs and recommends performing cured in place pipe lining. The pipe in this area is primarily non-reinforced concrete pipe and was installed in the 1950's, well past the intended design life.

At the December 18, 2017 council meeting, City Council approved extending a contract with Liqui-Force Services, Inc. (CR #407-17) to perform preventative maintenance along with emergency repairs of the sanitary sewer system, in an amount not to exceed \$350,000 annually for a 5-year period (Liqui-Force Services, Inc. is now known as Granite Inliner, LLC).

RECOMMENDATION

Since we are under contract with Granite Inliner, LLC (f.k.a. Liqui-Force Services, Inc.) to perform work required for proper sanitary sewer rehabilitation, the Department of Public Works requests that an additional \$650,000 be approved, increasing the not to exceed amount to \$1,000,000. Funds were budgeted and available in Water and Sewer Fund (592) for these needed sewer system improvements. The additional required funding was also previously included in the current Water and Sewer rate calculations.

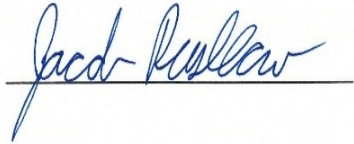
FISCAL CONSIDERATION

Water and Sewer Fund (592)
\$650,000.00

ATTACHMENTS

1. S012521 Req for add approp and expend for sanitary sewer maint - Minutes
2. Section 12 NW Quad Rehab Sections
3. Extension of Sanitary Sewer Maintenance Services Contract with Granite Inliner CR 407-17
4. R121817 5 year extension of contract with LiquiForce for sanitary sewer repairs CR 407-17

APPROVED BY



Date: January 07,
2021

Jacob Rushlow, P.E., Superintendent of Public Service



Date: January 11,
2021

Don Rohraff, Director of Public Works



Date: January 14,
2021

Michael Slater, Finance Director



Date: January 15,
2021

Maureen Miller Brosnan, Mayor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 25, 2021**

Meeting was called to order via Zoom remote technology at 9:41 p.m. by President Kathleen McIntyre. Present: Rob Donovic (Deployed), Jim Jolly (Livonia, Michigan); Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

- 7) REQUEST TO AUTHORIZE ADDITIONAL APPROPRIATION AND EXPENDITURE: Department of Public Works, re: to perform preventative maintenance along with emergency repairs of the sanitary sewer system, for an additional \$650,000 and increase the not to exceed amount to \$1,000,000. (CR 407-17)

Jacob Rushlow, Superintendent of Public Works, presented this request to Council. He stated through routine sanitary sewer inspection, cleaning and chemical root control maintenance that we routinely do, the department had identified this northeast quadrant of Section 12 as an area with repeated deficiencies in the sewer. Recently a full video inspection of all the sewers was conducted to determine the extent of those deficiencies and to assess any potential rehab measures that might be needed. Those condition assessment reports indicated on most of the pipes in this project area are in relatively poor structural condition and really in dire need of repair to avoid sewer failures. So the existing pipe, too, just to mention is a nonreinforced concrete material installed in the 1950s and is well past its intended design life. The department went back and evaluated all the rehabilitation costs and making some recommendations to perform a cured in place pipe lining to repair those sewers. We're also currently under a 5-year contract with Granite Inliner for \$350,000.00 allocated to them for preventative maintenance and emergency repairs on the sanitary sewer system. With that in mind, it's our recommendation from the Department of Public Works that Council proceed to authorize an additional appropriation of \$650,000.00, increasing that not-to-exceed amount up to \$1,000,000.00 for Fiscal Year 2021 to Granite Inliner to fund those required sewer system rehabilitation improvements and funds were previously budgeted in our available Water and Sewer Fund for these improvements.

Vice President Bahr stated there was one line in the materials provided that cost his attention, that being the additional funding for this was already included in the current water rates that we're charging. So, on the one hand that's great news because it means approving this doesn't have any upward impact on our water rates going forward but how was that included in the water rates when we hadn't approved it yet?

Rushlow replied that one reason they mentioned that just to make Council aware of our proactive nature of how we've been approaching the sewer repairs across the city, city-wide. So knowing that with our increased maintenance activities that we've been doing

including assessment of sewer pipes through video inspection, we're continuing to identify large sections of the sewers that are kind of this vintage 1950's and '60s pipes that really need to be rehabilitated, whether it's lined or replaced or some other method. So, working with the Finance Department through the budgeting process last year in 2020, we had identified and put in the budget \$1,000,000.00 for these exact type of sewer improvements. So that's why we mentioned it was already in the Water and Sewer Rates as well as the budget as we had planned knowing that somewhere in the City, obviously now we've pinpointed this areas where these type of sewer improvements were going to be necessary.

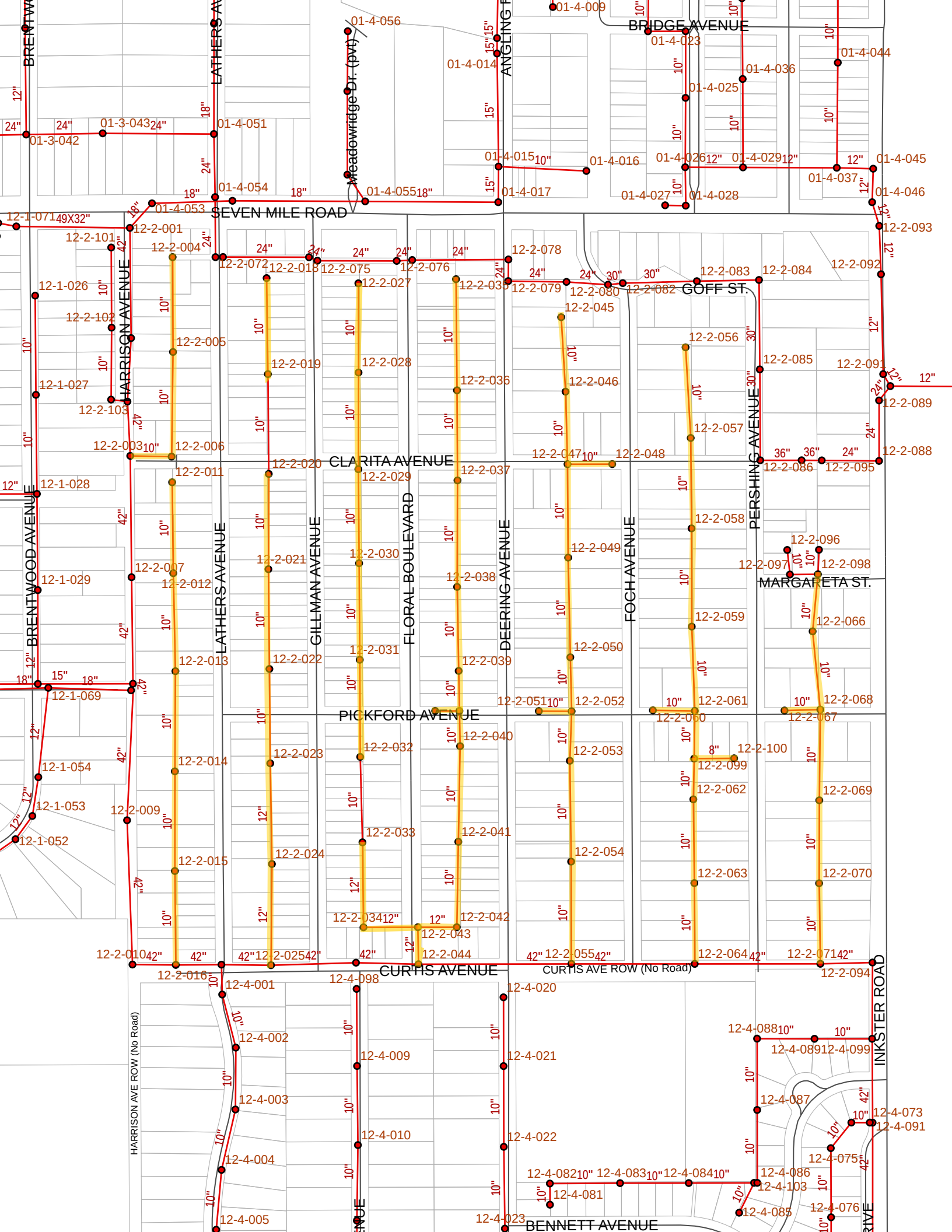
Councilmember Donovic asked Rushlow what the life expectancy of the new piping systems that would be installed be and Rushlow replied that typically the design life of a newly installed sewer pipe is generally accepted as a 50-year design life. These older pipes, we've allowed to last a little longer than even 50-years which may not have been the standard back in the day when they were installed. Obviously, we've continued to live through our infrastructure as much as possible, not just here but across the entire country with funding issues and what not and different realms for water or sewer. So, a 50-year design life is really the basic standard for these types of systems and this one is about 20-years beyond that. There's a lot that goes into what we're seeing with conditions, too, it's not just the age of the pipe, it's also the soil condition, groundwater condition, the materials here. A clay pipe is going to last in certain conditions a different duration than a plastic pipe may or an open material like this, this is a nonreinforced concrete. The non-reinforcing seal in that concrete pipe makes it really prone to failures in the long run so this was an area we identified as definitely needing some due care very soon.

Councilmember Donovic offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



Regular Meeting Minutes of December 18, 2017

BIDS

(Public Service Div)
Approval of a five (5)
year extension of the
existing contract with
Liqui-Force Services,
Inc. for completing all
work required in
connection with the
maintenance and repairs
of the sanitary sewer
system on an as needed
basis commencing
February 27, 2018
through February 26,
2023, without
competitive bidding.
(CR 96-13)

#407-17 RESOLVED, that having considered a communication from the Director of Public Service, dated November 20, 2017, which bears the signature of the Director of Finance and is approved for submission by the Mayor, and to which is attached Council Resolution 96-13, adopted on April 8, 2013, the Council does hereby approve a five (5) year extension of the existing contract with Liqui-Force Services, Inc., 28529 Goddard Road, Suite 106, Romulus, MI 48174, for completing all work required in connection with the maintenance and repairs of the sanitary sewer system on an as needed basis in an amount not to exceed \$350,000.00 annually for a period of five (5) years, commencing February 27, 2018 through February 26, 2023, from funds budgeted in Account No. 592-158-000 (Construction in Progress) for this purpose; FURTHER, the Council does hereby authorize the City's entry into this transaction as part of a consortium with Redford Township and without competitive bidding in accordance with Section 3.04.140.D.4 of the Livonia Code of Ordinances, as amended; and the Mayor and City Clerk are hereby authorized for and on behalf of the City of Livonia to execute a contract extension with the aforesaid company and to do all other things necessary or incidental to the full performance of this resolution.

CONSENT AGENDA ITEMS (Regular Meeting of December 18, 2017)
--

Motion by: White
Seconded by: Jolly

ROLL CALL:

Ayes: White, Meakin, Kritzman, Brosnan, Jolly, and McIntyre

Nays: None

Absent: Bahr

*Regular Meeting Minutes of December 18, 2017***BIDS**

(Public Service Div)
Approval of a five (5)
year extension of the
existing contract with
Liqui-Force Services,
Inc. for completing all
work required in
connection with the
maintenance and repairs
of the sanitary sewer
system on an as needed
basis commencing
February 27, 2018
through February 26,
2023, without
competitive bidding.
(CR 96-13)

#407-17 RESOLVED, that having considered a communication from the Director of Public Service, dated November 20, 2017, which bears the signature of the Director of Finance and is approved for submission by the Mayor, and to which is attached Council Resolution 96-13, adopted on April 8, 2013, the Council does hereby approve a five (5) year extension of the existing contract with Liqui-Force Services, Inc., 28529 Goddard Road, Suite 106, Romulus, MI 48174, for completing all work required in connection with the maintenance and repairs of the sanitary sewer system on an as needed basis in an amount not to exceed \$350,000.00 annually for a period of five (5) years, commencing February 27, 2018 through February 26, 2023, from funds budgeted in Account No. 592-158-000 (Construction in Progress) for this purpose; FURTHER, the Council does hereby authorize the City's entry into this transaction as part of a consortium with Redford Township and without competitive bidding in accordance with Section 3.04.140.D.4 of the Livonia Code of Ordinances, as amended; and the Mayor and City Clerk are hereby authorized for and on behalf of the City of Livonia to execute a contract extension with the aforesaid company and to do all other things necessary or incidental to the full performance of this resolution.

CONSENT AGENDA ITEMS <i>(Regular Meeting of December 18, 2017)</i>

Motion by: *White*

Seconded by: *Jolly*

ROLL CALL:

Ayes: *White, Meakin, Kritzman, Brosnan, Jolly, and McIntyre*

Nays: *None*

Absent: *Bahr*



REPORT TO THE LIVONIA CITY COUNCIL

DPW

January 26, 2021

MEETING DATE

February 8, 2021

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST TO APPROVE FUNDING FOR PHASE I OF THE ENGINEERING DESIGN AND CONTRACTOR BIDDING PROCESS: Department of Public Works, re: to facilitate the project of installing a Pressure Reducing Valve on a 12-inch water main at Eight Mile and Ellen Drive in the amount of \$32,100.00. (CR 365-16)

BACKGROUND

As part of our QBS contract with OHM (CR# 365-16), we have requested a proposal to facilitate the project of installing a Pressure Reducing Valve on a 12-inch water main at 8 Mile and Ellen that will connect two water systems pressure districts. This connection will provide greater system reliability in the event of a main break or equipment failure in other parts of the water system. OHM has submitted their Phase I proposal which encompasses the engineering design and contractor bidding process. The proposal is based on the terms and conditions of the current Professional Services Agreement between OHM and the City of Livonia. The cost for Phase I of this project will be \$32,100.00.

RECOMMENDATION

The Department of Public Works requests Council approve the funding for Phase I of this project in the amount of \$32,100.00

FISCAL CONSIDERATION

592-559-818-000 (Contractual Services)
\$32,100.00

ATTACHMENTS

1. S012521 Req for Pressure Reducing Valve on water main at Eight Mile and Ellen Drive - Minutes
2. 2020.11.10 - 8 Mile PRV Design
3. QBS for Professional Engineering Services CR 341-19

APPROVED BY



Date: January 07,
2021

Jacob Rushlow, P.E., Superintendent of Public Service



Date: January 11,
2021

Don Rohraff, Director of Public Works



Date: January 14,
2021

Michael Slater, Finance Director



Date: January 15,
2021

Maureen Miller Brosnan, Mayor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 25, 2021**

- 8) REQUEST TO APPROVE FUNDING FOR PHASE I OF THE ENGINEERING DESIGN AND CONTRACTOR BIDDING PROCESS: Department of Public Works, re: to facilitate the project of installing a Pressure Reducing Valve on a 12-inch water main at Eight Mile and Ellen Drive in the amount of \$32,100.00. (CR 365-16)

Jacob Rushlow, Superintendent of Public Works, presented this request to Council. He stated in 2020 the department had been successful in acquiring an easement and installing a new water main extension heading south from Eight Mile Road and the existing main there to connect to another existing pipe on Golf Ridge Circle in the condominium development. This extension will ultimately provide greater system reliability in pressure in the event of a water main break or an equipment failure. This connection will join two different pressure districts in the water supply system, so as a result a pressure reducing valve is required to manage the pressure coming from the higher pressure district into the lower pressure district. In order to proceed with the project and complete the water system connection, we recommend that City Council proceed with approving a contract supplement with OHM Advisors to provide professional engineering services including design, permitting and contract for bidding assistance in the amount not-to-exceed \$32,100.00 and authorize an additional appropriation from the Unexpended Fund Balance of the Water and Sewer Fund.

Councilmember Jolly offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT

ARCHITECTS. ENGINEERS. PLANNERS.



November 10, 2020

Don Rohraff, Director of Public Services
City of Livonia
12973 Farmington Road
Livonia, MI 48150

Regarding: Pressure Reducing Valve at Eight Mile Road and Ellen Drive
Proposal for Engineering Services

Dear Mr. Rohraff:

OHM Advisors (OHM) is pleased to provide this proposal for professional engineering services to design a pressure reducing valve vault connecting the North and Northwest Pressure Districts of the City of Livonia's potable water system. The proposed location is in the Right-of-Way at the southeast corner of Eight Mile Road and Ellen Drive pending utility clearances and coordination with both Wayne County and GLWA. The vault will contain a water system pressure reducing valve, sump pump, lighting, exhaust fan, dehumidifier, and heater. An electrical rack above grade will have extra space and spare conduits into the vault to facilitate connection to a future SCADA system. An alarm light on the rack will actuate if water accumulates in the bottom of the vault due to a sump pump failure.

We have proposed the following schedule and fees to create the plans and specifications for this project. We have based our proposal on the terms and conditions of the current Professional Services agreement. The proposed project Supplements (A-C) for this project are included.

We thank you for this opportunity to provide professional services to the City and we look forward to executing the plan that helps the City provide more reliable service to its citizens. Please do not hesitate to contact us if you have questions. Should you find our proposal acceptable, please notify us and we will prepare the final documents for execution. Should you have any questions, please do not hesitate to give me a call at 734-466-4594.

Sincerely,

OHM Advisors

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

Jessica Katers, P.E.

Project Manager

CC: Jacob Rushlow, PE, Superintendent of Public Services

OHM Advisors

34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com

CITY OF LIVONIA**8 Mile & Ellen PRV Design Services****PROJECT UNDERSTANDING**

The City desires to install a pressure reducing valve (PRV) on an existing 12-inch ductile iron water main that will connect two water system pressure districts (Northwest and North). This connection will provide greater system reliability in the event of a main break or equipment failure in other parts of the water system.

Task 1 – Preliminary Design

- ▶ Attend one (1) kickoff meeting with the City to review project scope and constraints.
- ▶ Verify the flows and pressures existing in the area to provide desired system operation. Perform water system modeling to size the pressure reducing valve for minimum, normal, peak, and emergency operation.
- ▶ Request information from all franchise utilities via the Miss Dig website within the project area
- ▶ Utilize a Geotechnical Consultant (G2) for the following subtasks
 - One soil boring to be obtained at up to 20 feet deep at proposed site
 - Geotechnical report
- ▶ Prepare a basis of design for the PRV vault.
- ▶ Prepare construction plans for the Ellen Dr PRV site utilizing existing as-built drawings for the area and the existing City and GLWA water mains.
- ▶ Prepare technical specifications (EJCDC/CSI Format), including method of payment entailing materials, equipment, and labor necessary to perform the work.
- ▶ Coordinate with Detroit Edison to provide power to the PRV site.
- ▶ Coordinate watermain isolation plan with City staff for inclusion in contract documents.
- ▶ Attend one (1) meeting with the City to review contract documents.
- ▶ Perform internal 80% QAQC.
- ▶ Permits
 - Prepare and submit documents and assist the City in obtaining ROW permit from Wayne County for work within the 8 Mile Road right-of-way. Maximum of two (2) submittals.
 - Prepare and submit documents and assist the City in obtaining Michigan Department of Environment, Great Lakes, and Energy (EGLE) PA 399 Permit for proposed pressure reducing valve and appurtenances.

Task 2 – Final Design

- ▶ Prepare a bid sheet entailing items of work and associated quantities.
- ▶ Prepare preliminary schedule for proposed work including construction start, substantial completion, and final completion dates.
- ▶ Incorporate comments from permitting agencies and issue an updated plan set for approval of plans.
- ▶ Prepare final contract book and specifications.
- ▶ Prepare opinion of probable cost.
- ▶ Final plan review meeting will be held with City of Livonia DPW staff. Final plans and specifications will be provided to the City one (1) week prior to the meeting.
- ▶ Address City DPW comments.

- ▶ Perform 100% final internal QAQC

Task 3 – Bidding Services

- ▶ OHM will support the City during the bidding process (ie provide response to bidder questions) and provide Livonia with a recommendation of award letter.

DELIVERABLES

- ▶ Basis of Design with Geotechnical Report
- ▶ Bid Drawings and Contract Book with Specifications
- ▶ EGLE PA 399 Permit Submittal
- ▶ Wayne County R.O.W. Permit Submittal
- ▶ Recommendation of Award Letter

SERVICES NOT INCLUDED

Changes in scope by Owner will result in additional services and will be billed accordingly. We will provide a proposal for the work at the time of the changes prior to proceeding with the revisions.

- ▶ Site Survey
- ▶ Regulatory and client meetings not specifically referenced
- ▶ As-built drawings
- ▶ Building Permit application packages
- ▶ Construction Material testing
- ▶ Permit Fees
- ▶ Easement documents
- ▶ Construction engineering and oversight



CITY OF LIVONIA

8 Mile & Ellen PRV Design Services

CONSULTANT shall provide services for the Phases and Tasks outline on Supplement A according to the approximate timeframe below.

Key dates are shown in the following schedule:

Milestone	Date
Authorization.....	December 21, 2020
Soil Borings and Geotechnical Report Start.....	December 28, 2020
Preliminary Design Start.....	January 4, 2021
Final Design Start.....	February 1, 2021
Complete Plans and Specifications.....	March 1, 2021
Project Bidding.....	March 15, 2021



CITY OF LIVONIA

8 Mile & Ellen PRV Design Services

Plan Development Phase

The CITY agrees to pay the CONSULTANT on an hourly basis, billed monthly, per the 2020 Rate Schedule at the not-to-exceed amount of thirty-two thousand, one hundred dollars and zero cents (\$32,100).

- Task 1 – Preliminary Engineering: \$15,000
- Task 2 – Final Engineering: \$10,000
- Task 3 – Bidding Services: \$2,000
- Geotechnical Subcontractor: \$5,100

Additional Services

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

**City of Livonia
8 Mile & Ellen PRV Design Services**

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$180.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$165.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$150.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$137.00
Project Specialist II	\$158.00
Project Specialist I	\$130.00
Graduate Engineer IV	\$145.00
Graduate Engineer III	\$135.00
Graduate Engineer II	\$130.00
Graduate Engineer I	\$120.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$130.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$110.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$98.00
Technician IV	\$135.00
Technician III	\$120.00
Technician II	\$100.00
Technician I	\$80.00
Engineering / Architectural / Interior Design Aide	\$65.00
Professional Surveyor III	\$160.00
Professional Surveyor II	\$150.00
Professional Surveyor I	\$135.00
Graduate Surveyor	\$115.00
Surveyor III	\$115.00
Surveyor II	\$108.00
Surveyor I	\$88.00
Surveyor Aide	\$65.00
Planner IV	\$160.00
Planner III	\$140.00
Planner II	\$118.00
Planner I	\$98.00
Planner Aide	\$65.00
Graphic Designer	\$110.00
Administrative Support	\$70.00
Clerical Aide	\$59.00
Principal	\$205.00
Sr. Associate	\$195.00
Associate	\$183.00

Rates as reflected subject to review and adjustment on an annual basis.

Regular Meeting Minutes of October 7, 2019

On a motion by Meakin, supported by Jolly, and unanimously adopted, it

was:

ENGINEERING DIV

Authorization to execute the attached contract amendment between the City of Livonia and OHM Advisors to provide additional as-needed professional engineering services at the hourly rates shown in the attached general service rate schedule.
(CR 365-16)

#341-19 RESOLVED, that having considered the report and recommendation of the Director of Public Works and the City Engineer, dated September 20, 2019, which bears the signature of the Director of Finance and is approved for submission by the Mayor, to which is attached a proposed amendment to the City's five-year Qualification-Based Selection (QBS) Contract with OHM Advisors, 34000 Plymouth Road, Livonia, Michigan 48150, previously approved in Council Resolution 365-16, adopted on September 19, 2016, to provide as-needed highly specialized and technical engineering services through the duration of the contract expiring on November 30, 2021, the Council does hereby authorize the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute the attached contract amendment between the City of Livonia and OHM Advisors, 34000 Plymouth Road, Livonia, Michigan 48150, TO provide additional as-needed professional engineering services at the hourly rates shown in the attached general service rate schedule, in an overall amount not to exceed \$350,000.00, and to do all other things necessary or incidental to the full performance of this resolution.

NEW BUSINESS ITEMS (Regular Meeting of October 7, 2019)

Motion by: ***Meakin***

Seconded by: ***Jolly***

ROLL CALL:

Ayes: ***Kritzman, Bahr, White, McIntyre, Meakin Jolly and Toy***

Nays: ***None***

Absent: ***None***



REPORT TO THE LIVONIA CITY COUNCIL

DPW

January 26, 2021

MEETING DATE

February 8, 2021

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

AWARD OF BID: Public Service Division, re: for Aggregates (road gravel, slag and stone) for the City's 2021 calendar year requirements, from budgeted funds.

BACKGROUND

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 2020-2021 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, January 12, 2021.

Attached is the “Tabulation of Bids for Aggregates – Road Gravel, Slag and Stone”. The Department, as in the past, is recommending award for 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.

RECOMMENDATION

It is the recommendation of the Department of Public Works that the attached low bids (primary) and second low bids (alternate), which meet specifications, be accepted to supply the Department of Public Works (Road Maintenance Section) with the materials specified at the unit prices bid per ton for the City’s 2021 calendar year requirements

FISCAL CONSIDERATION

101-463-782-000
\$132,589.00

ATTACHMENTS

1. S012521 2021 Aggregates - Minutes
2. Bid Tab - Aggregates 2021

APPROVED BY



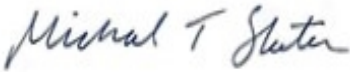
Date: January 14,
2021

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



Date: January 14,
2021

Don Rohraff, Director of Public Works



Date: January 14,
2021

Michael Slater, Finance Director



Date: January 15,
2021

Maureen Miller Brosnan, Mayor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 25, 2021**

- 9) AWARD OF BID: Public Service Division, re: for Aggregates (road gravel, slag and stone) for the City's 2021 calendar year requirements, from budgeted funds.

Doug Moore, Assistant Director of Public Works, presented this request to Council. He stated this is their bulk material supplies for the year, it's our road gravel, sand, different types of gravel. It's been bid out on MITN, we had responses from four vendors and we are using the best price from the four vendors spread across the board.

Councilmember Toy offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT

BID TABULATION - AGGREGATES 2021

Bid Opening 12-Jan-21

Item	Est Qty.	Ellsworth		Farmer & Underwood		Osborn Industries		Richmond Transport	
M.D.O.T. – 21AA – Limestone – D.T.Y.	2,500	\$ 17.40	\$ 43,500.00	\$ 16.23	\$ 40,575.00	\$ 16.00	\$ 40,000.00	\$ 17.55	\$ 43,875.00
M.D.O.T. – 22A – D.T.Y.	300	\$ 14.50	\$ 4,350.00	\$ 16.23	\$ 4,869.00	\$ 15.50	\$ 4,650.00	\$ 17.95	\$ 5,385.00
W.C.D.P.S. – 30A (Blast Furnace Slag) – D.T.Y.	600	\$ 14.50	\$ 8,700.00		\$ -		\$ -	\$ 21.80	\$ 13,080.00
M.D.O.T. – Class I – D.T.Y.	400	\$ 10.60	\$ 4,240.00	\$ 17.23	\$ 6,892.00	\$ 17.00	\$ 6,800.00		\$ -
M.D.O.T. – Class II – D.T.Y.	400	\$ 10.60	\$ 4,240.00	\$ 9.25	\$ 3,700.00	\$ 9.30	\$ 3,720.00	\$ 11.15	\$ 4,460.00
M.D.O.T. – 2NS – Natural Sand – D.T.Y.	3,500	\$ 16.50	\$ 57,750.00	\$ 15.98	\$ 55,930.00	\$ 14.50	\$ 50,750.00		\$ -
M.D.O.T. – 2MS – Mortar Sand – D.T.Y.	100	\$ 14.75	\$ 1,475.00	\$ 14.00	\$ 1,400.00	\$ 15.00	\$ 1,500.00		\$ -
M.D.O.T. - 60-40 Washed – Conc. Aggregates – D.T.Y.	100	\$ 28.00	\$ 2,800.00	\$ 18.73	\$ 1,873.00	\$ 18.25	\$ 1,825.00		\$ -
1" to 3" Crushed Concrete – D.T.Y.	200	\$ 20.75	\$ 4,150.00	\$ 15.10	\$ 3,020.00	\$ 17.00	\$ 3,400.00	\$ 20.20	\$ 4,040.00
M.D.O.T – 6A Natural Stone – D.T.Y.	400	\$ 29.50	\$ 11,800.00	\$ 17.93	\$ 7,172.00	\$ 18.50	\$ 7,400.00	\$ 25.90	\$ 10,360.00
Ag-Lime – "Parks"	400	\$ 22.45	\$ 8,980.00	\$ 18.58	\$ 7,432.00	\$ 18.90	\$ 7,560.00		\$ -
		\$ 151,985.00			\$ 132,863.00		\$ 127,605.00		\$ 81,200.00

Delivery Notice
Terms

24 hrs
Net 30

24 hrs
Net 30

36 hrs
Net 30

24 hrs
Net 30

Aggregate Purchases: 2021	Primary	Per Ton \$	Alternate	Per Ton \$
M.D.O.T. – 21AA – Limestone – D.T.Y.	Osburn	\$ 16.00	Ellsworth	\$ 17.40
M.D.O.T. – 22A – D.T.Y.	Ellsworth	\$ 14.50	Osburn	\$ 15.50
W.C.D.P.S. – 30A (Blast Furnace Slag) – D.T.Y.	Ellsworth	\$ 14.50	Richmond	\$ 21.80
M.D.O.T. – Class I – D.T.Y.	Ellsworth	\$ 10.60	Osburn	\$ 17.00
M.D.O.T. – Class II – D.T.Y.	Farmer	\$ 9.25	Osburn	\$ 9.30
M.D.O.T. – 2NS – Natural Sand – D.T.Y.	Osburn	\$ 14.50	Farmer	\$ 15.98
M.D.O.T. – 2MS – Mortar Sand – D.T.Y.	Farmer	\$ 14.00	Ellsworth	\$ 14.75
M.D.O.T. - 60-40 Washed – Conc. Aggregates – D.T.Y.	Osburn	\$ 18.25	Farmer	\$ 18.73
1" to 3" Crushed Concrete – D.T.Y.	Farmer	\$ 15.10	Osburn	\$ 17.00
M.D.O.T – 6A Natural Stone – D.T.Y.	Farmer	\$ 17.93	Osburn	\$ 18.50
Ag-Lime – "Parks"	Farmer	\$ 18.58	Osburn	\$ 18.90



REPORT TO THE LIVONIA CITY COUNCIL

DPW

January 26, 2021

MEETING DATE

February 8, 2021

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

AWARD OF BID: Public Service Division, re: for fleet maintenance garage electrical system removal and replacement, from budgeted funds.

BACKGROUND

The fleet maintenance garage was put into service in 1980. Since that time, it is estimated that the building's electrical load has at least doubled. Through the years there have been additional panels installed to try and accommodate the increased loads and additional equipment. Current conditions do not always permit breakers to readily reset when tripped. There are several breakers, wiring and overcurrent devices that are loose, along with several boxes whose purpose is in question. The City hired DiClemente Siegel Design, Inc. (DSD) to investigate the existing system, perform electrical engineering analyses, and provide a report with recommendations to replace the existing building's electrical service to meet the existing loads and to allow for future expansion as the City's needs and technology progresses. DSD completed their recommendations and provided an engineering study to the Department in June 2020. DSD was then retained to develop construction plans and specifications for the recommended improvements, which were completed in October 2020.

Public bids were solicited from qualified contractors for the disconnection and removal of existing incoming overhead electrical service and service equipment, providing new underground incoming electrical service and new service equipment, and extending all existing active branch circuits to new service equipment. Bids were received and publicly read aloud on January 12, 2021 from nine (9) contractors. A tabulation of all bids received is attached. The lowest qualified bid received is from Decima LLC for a lump sum bid amount of \$81,000. Our Consultant, DiClemente, has checked Decima's references and have confirmed they are qualified or and capable of performing the work involved with this project.

RECOMMENDATION

It is the Department's recommendation that Council proceed to award a contract to Decima LLC, 3200 Greenfield, Suite 300, Dearborn, MI 48120 in the amount of \$81,000.

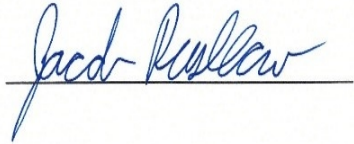
FISCAL CONSIDERATION

Budgeted Funds: 401-000-976-000
\$81,00.00

ATTACHMENTS

1. S012521 Req for fleet maint garage electrical system removal and replacement - Minutes
2. DECIMA 1
3. Electrical System Replace BID TAB
4. Construction Award Recommendation DSD 20210114

APPROVED BY



Date: January 14,
2021

Jacob Rushlow, P.E., Superintendent of Public Service



Date: January 14,
2021

Don Rohraff, Director of Public Works



Date: January 14,
2021

Michael Slater, Finance Director



Date: January 15,
2021

Maureen Miller Brosnan, Mayor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 25, 2021**

- 10) AWARD OF BID: Public Service Division, re: for fleet maintenance garage electrical system removal and replacement, from budgeted funds.

Jacob Rushlow, Superintendent of Public Works, presented this request to Council. He stated this item is an award of contract for the fleet service garage. Over the years at that garage, they've had many changes and additions to the electrical system needs since the building was put into service back in 1980. Just recently back in 2020 the department had hired an electrical engineering consultant, DiClimente Siegal Design Group, to investigate the existing electrical system, perform analyses, and provide recommendations to replace the building's electrical service, meet the existing loads and allow for future expansion as the department's needs and technology progress. Design plans were completed and put out for bids for qualified electrical contractors. We received nine bids back from contractors, bid proposals. The lowest qualified bid received was from Decima, LLC. In order to proceed with this project, the department recommends that City Council proceed with the award of a contract to Decima, LLC in an amount not-to-exceed \$81,000.00. Funds are available and are budgeted in this fiscal year.

Councilmember McCullough stated after reviewing the packet it seems like this is a long overdue upgrade and he'd be happy to offer an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT

FORM OF PROPOSAL
for
Livonia Fleet Maintenance Building Electrical Service Replacement

Bid of Decima LLC hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as an individual*.

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

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

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

Addendum No.	Addendum Date
Addendum # 1	11/16/2020 09:21 AM EST
Addendum# 2	No document
Addendum# 3	01/05/2021 01:10 PM EST
Addendum# 4	01/07/2021 03:21 PM EST

The Contract will be awarded to the lowest responsive, responsible Bidder based on the lump sum price for all Work specified.

The Bidder agrees to complete the Project for the following lump sum price:

Item No.	Item Description	Qty	Unit	Unit Price (\$)	Total Price (\$)
1	Electrical Base Bid	1	1	\$81,000.00	\$81,000.00
TOTAL BID				\$ 81,000.00	

Bidder: Decima LLC

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

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence immediately after the Contract has been awarded, the Agreement executed, and a Notice to Proceed received. **The undersigned shall complete the Work to Substantial Completion within 90 days of "Notice to Proceed", and to Final Completion within 120 days of "Notice to Proceed".** Substantial completion shall be met when all the courts are open for use by the public. Final completion shall be met when all restoration items and punch-list work items have been completed.

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

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

In submitting this Bid, it is understood that the right is reserved by the OWNER to accept any bid, to reject any or all Bids, and to waive irregularities in bidding in the interest of the OWNER.

SUBMITTED on 1/10/2021
Date*

BY: Decima LLC
Name of Bidder*

3200 Greenfield, suite 300
Street*


Signature

Dearborn, MI, 48120
City, State, ZIP*

Alex Baloch
Name and Title of Signatory*

260-243-0591
Telephone Number*

Facsimile Number*

*Typed or printed in ink.

Submit this Form of Proposal and all other bid documents in triplicate (one original, two copies of all documents submitted)

STATEMENT OF QUALIFICATIONS

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

Name: Decima LLC

Address: 3200 Greenfield, Suite 300 Phone: 260-243-0591
Dearborn, MI, 48120

Number of years operating under your present name: 5 Years

General nature of work performed by your company: Electrical,
Lighting and Controls services

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

Shane Baldwin - Project Manager - Experience = 25 years
Ricardo Jackson - Electrician - Experience = 15 years
John Clark - General Labor - Experience = 30 years

Major equipment available for this contract: Panelboard, underground conduit,
wire and connectors.

List any projects performed for the City of Livonia in the last five (5) years :

Year	Department	Description	Amount
N/A	N/A	N/A	N/A

STATEMENT OF QUALIFICATIONS

PROJECT REFERENCES

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

Project Title: CON-285 Electrical Rehabilitation

Client: Lakeshore Global

Contact Person: George Rayes Phone: 313.820.7178

Contract Amount: \$470,000.00

Start Date: 2019 Completion Date: 2019

Project Description: Panel and Pit rehabilitation including Heaters,
Intrusion alarms, Lighting conduit and wires, outlets,
and switches.

Project Title: DPW SCADA System

Client: Chesterfield Township

Contact Person: Kevin Johnson Phone: 586.649.6352

Contract Amount: \$240,540.00

Start Date: 2019 Completion Date: 2019

Project Description: Upgradation of Existing Allen Bradley PLCs
with Micro-logix 1400, Integration of PLCs into
VT SCADA System, Cellular communication Modems, Power
Backup Systems, Programming conversions using Rs Logix 5000,
Provide required Licenses.

STATEMENT OF QUALIFICATIONS

Project Title: CON-285 Electrical Rehabilitation

Client: Lakeshore Global

Contact Person: George Rayes Phone: 313.820.7178

Contract Amount: \$470,000.00

Start Date: 2019 Completion Date: 2019

Project Description: Panel and Pit rehabilitation including Heaters,
Intrusion alarms, Lighting conduit and wires, outlets,
and switches.

Project Title: _____

Client: _____

Contact Person: _____ Phone: _____

Contract Amount: _____

Start Date: _____ Completion Date: _____

Project Description: _____

Form Completed by: Alex Baloch

Name - Title

Signature

1/10/2021

Date

**Fleet Maintenance Garage
ELECTRICAL SYSTEM REPLACEMENT**

BID TAB

Opening: 01/12/2021

Vendor	City/State	Lump Sum	Ranking
Decima LLC	Dearborn, MI	\$ 81,000.00	1
Allied Building Services	Detroit, MI	\$ 86,509.00	2
JMC Electrical Contractor	Clinton Twp, MI	\$ 95,240.00	3
RCI Electric	Farmington Hills, MI	\$ 109,500.00	4
McNulty Electric	Lexington, MI	\$ 114,700.00	5
Enerton LLC	Clinton Twp, MI	\$ 119,450.00	6
Innovated Energy Controls	Howell, MI	\$ 119,768.00	7
Rouhorn Electric	Bruce Twp., MI	\$ 148,563.00	8
J. Ronck Electric	Mt. Pleasant, MI	\$ 224,377.00	9



January 14, 2021

City of Livonia
12973 Farmington Road
Livonia, MI 48150

Attn: Mr. Don Rohraff

Re: **Livonia Fleet Maintenance Building Electrical Service Replacement
Bid Proposal Review**

Dear Mr. Rohraff:

Sealed bids for the Livonia Fleet Maintenance Building Electrical Service Replacement project were received by the City Clerk and publicly read aloud on January 12, 2021 at City Hall at 2:00 pm. Bids were received from nine (9) contractors that ranged from \$81,000 to \$224,377. We have reviewed the bids, previous experiences, and references of these nine bidders.

Contractors	Total Bid
Decima LLC	\$ 81,000.00
Allied Building Services	\$ 86,509.00
Enerton LLC	\$119,450.00
Innovated Energy Controls	\$119,768.00
J. Ranck Electric	\$224,377.00
JMC Electrical Contractor	\$ 95,240.00
McNulty Electric	\$114,700.00
Rauhorn Electric	\$148,563.00
RCI Electric	\$109,500.00

The Engineer's estimate of probable construction costs was \$210,000. The project scope consists of building electrical service upgrade/replacement.

Based on reviews of Decima, LLC. and their references, it appears they are qualified for and capable of performing the work involved with the construction of this project.

If you wish to discuss this evaluation, please call me at 248.569.1430.

Sincerely,
DiCLEMENTE SIEGEL DESIGN INC

Thomas B. Reschke
SR. Electrical Engineer



REPORT TO THE LIVONIA CITY COUNCIL

DPW

January 26, 2021

MEETING DATE

February 8, 2021

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST TO APPROVE ANNUAL RENEWAL OF SOFTWARE LICENSING AND MAINTENANCE FROM SOLE SOURCE PROVIDER: Public Service Division, re: with Azteca Systems LLC for the DPW work management system for the period of March 1, 2021 through February 28, 2022, includes Cityworks Online, from budgeted funds.

BACKGROUND

Council Resolution #196-17, authorized Azteca Systems (Cityworks) to provide services including licensing and software maintenance for Cityworks Online which provides for the Department of Public Works work management/cost accounting activities.

RECOMMENDATION

The expenditure for the annual renewal of the software maintenance and support is \$86,500.00. No additional appropriation is necessary as this expenditure is budgeted for in the Refuse Fund, Account 205-527-851-020 and in the Water and Sewer Fund, Account 592-559-851-020.

FISCAL CONSIDERATION

From budgeted funds in the Refuse Fund, Account 205-527-851-020 and in the Water and Sewer Fund, Account 592-559-851-020.

ATTACHMENTS

1. S012521 Req for annual software license and maint from Azteca Systems - Minutes
2. CityWorks Invoice 2021-2022
3. R060517 Req to purchase software licensing and maintenance for the DPW work management system CR 196-17

APPROVED BY

Don Rohraff, Director of Public

Date: January 13,
2021

Works

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

Date: January 14,
2021

Michael Slater, Finance Director

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

Date: January 14,
2021

Maureen Miller Brosnan, Mayor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 25, 2021**

- 11) REQUEST TO APPROVE ANNUAL RENEWAL OF SOFTWARE LICENSING AND MAINTENANCE FROM SOLE SOURCE PROVIDER: Public Service Division, re: with Azteca Systems LLC for the DPW work management system for the period of March 1, 2021 through February 28, 2022, includes Cityworks Online, from budgeted funds.

Doug Moore, Assistant Director of Public Works, presented this request to Council. He stated this item is their licensing and maintenance agreement for CityWorks through Azteca Systems, it's our asset management program to track service requests, work orders, inventory, it works through GIS. It also is having service requests downloaded now, basically it's doing everything for us as far as our personnel workload. We're asking Council to approve the licensing agreement in the amount of \$86,500.00 for this year and this is budgeted in the 2020/2021 Annual Budget.

Councilmember McCullough stated having past history with both of these programs, I do know this is a no-brainer and I'd be happy to offer an approving for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



Azteca Systems, LLC - Cityworks
11075 S State St, Suite 24 | Sandy, UT 84070
801-523-2751 | Fax # 801-523-3734

Quote Number Q-09858-1
Created Date 1/11/2021

Contact Information

Contact Name:	Don Rohraff	Prepared By Name:	Jenn Miya
Customer:	Livonia (MI), City of	Prepared By Phone:	(801) 872-9528
Contact Address:	12973 Farmington Road Livonia, MI 48150	Prepared By Email:	jmiya@cityworks.com

Quote Lines

Product Name	Quantity	Net Unit Price
ELA - Cityworks Online Server AMS STANDARD	1.00	USD 77,500.00
Respond for AMS	1.00	Included
Mobile Native Apps (iOS/Android)	1.00	Included
Storeroom	1.00	Included
Equipment Checkout	1.00	Included
Contracts	1.00	Included
eURL	1.00	Included
Web Hooks for AMS	1.00	Included
Workload for AMS	1.00	Included
Work Order API Basic License	1.00	USD 3,000.00
Inspection API License	1.00	USD 3,000.00
Citizen Engagement API	1.00	USD 3,000.00
CCTV Interface for PACP ELA License	1.00	USD 0.00
Cityworks for Excel	1.00	USD 0.00
TOTAL:		USD 86,500.00

Maintenance Start Date: 3/1/2021 **Maintenance End Date:** 2/28/2022

Quote Notes:

Terms and Conditions

Payment Terms
Payment due within 30 days

OK to go
DmR
1-12-21

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

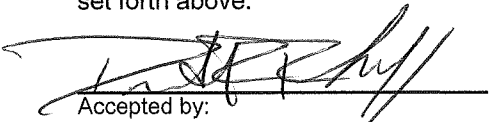
Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.


Accepted by:

Director DPW
Title

11/21/21
Date

*Minutes of the June 5, 2017 Regular Meeting of Council***WATER AND SEWER**

(Public Service Div)
Acceptance of quote
from Azteca Systems,
LLC to provide the
licensing and software
maintenance, including
Cityworks Online, for the
DPW Work Management
System for a one-year
period from March 1,
2017 through February
28, 2018, without
competitive bidding.

#196-17 RESOLVED, that having considered the report and recommendation of the Assistant Director of Public Works, dated April 24, 2017, which bears the signature of the Director of Public Works, the Director of Finance and the City Attorney, and is approved for submission by the Mayor, the Council does hereby accept the quote submitted by Azteca Systems LLC, 11075 South State Street #24, Sandy, UT 84070, to provide the licensing and software maintenance, including Cityworks Online, for the DPW Work Management System for a one year period from March 1, 2017 through February 28, 2018 in the amount of \$75,000.00; FURTHER, the Council does hereby authorize an appropriation and expenditure in an amount not to exceed \$42,158.00 from Account No. 205-527-851-020 (Refuse Fund) and \$32,842.00 from Account No. 592-559-851-020 (Water and Sewer Fund) for this purpose; FURTHER, the Council does hereby authorize the action herein without competitive bidding in accordance with the provisions set forth in Section 3.04.140.D.3 of the Livonia Code of Ordinances, as amended, for the reason that Azteca Systems, LLC is a sole source supplier and no advantage would result from requiring competitive bidding.

CONSENT AGENDA ITEMS (Regular Meeting of June 5, 2017)

Motion by: *Bahr*
Seconded by: *Brosnan*

ROLL CALL:

Ayes: *Brosnan, Jolly, White, Bahr, Meakin, Kritzman, and McIntyre*

Nays: *None*

Absent: *None*



REPORT TO THE LIVONIA CITY COUNCIL

DPW

January 26, 2021

MEETING DATE

February 8, 2021

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE FIVE (5) EXMARK LAZER S-SERIES 749 MOWERS THROUGH THE SOURCEWELL AND STATE OF MICHIGAN BID PROCESS; Public Service Division, re: from budgeted funds.

BACKGROUND

The Sourcewell bid process (contract No. 062117-TTC), is an extended purchasing program made available to local governments through the State of Michigan. Pricing reflects a 28% cost savings versus retail. The contract this year was awarded to Weingartz (formerly Commercial Lawnmower), 32098 Plymouth Road, Livonia, MI 48150. Comparable units that have exceeded their life expectancy will be disposed of through an auction process.

RECOMMENDATION

Recommendation to purchase five Exmark Lazer Z S-Series 749 mowers under Sourcewell Contract.

FISCAL CONSIDERATION

GL#: 401-000-987-000

Amount: \$9,475.00/ea for a TOTAL of \$47,375

Budget: 2020-2021

ATTACHMENTS

1. S012521 Req to purch Five Exmark Lazer S-Series 749 Mowers - Minutes
2. Mowers-Weingartz Quote Exmark Lazer S-Series

APPROVED BY

Date: January 04,
2021

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



Date: January 06,
2021

Don Rohraff, Director of Public Works



Date: January 07,
2021

Michael Slater, Finance Director



Date: January 07,
2021

Maureen Miller Brosnan, Mayor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 25, 2021**

- 12) REQUEST FOR AUTHORIZATION TO PURCHASE FIVE (5) EXMARK LAZER S-SERIES 749 MOWERS THROUGH THE SOURCEWELL AND STATE OF MICHIGAN BID PROCESS; Public Service Division, re: from budgeted funds.

Doug Moore, Assistant Director of Public Works, presented this request to Council. He stated they are looking to replace five of their oldest mowers with five new ones. These will be gas powered, 60-inch decks, they're used by the mowing crews in the parks. We're purchasing them through the Sourcewell Bid Program through Weingartz on Plymouth Road in Livonia. The old mowers will be disposed of through the auction process. The mowers are \$9,475.00 each for a total of \$47,375.00.

Councilmember White offered an approving resolution for the Consent Agenda.

Councilmember Toy commented that she is glad to see the purchase being made at the Livonia Weingartz business.

DIRECTION:

APPROVING

CONSENT

WEINGARTZ EVERYTHING FROM LAWN TO SNOW

QUOTATION

To: **CITY OF LIVONIA**
EQUIP. MAINT.
13405 SURREY
LIVONIA, MI 48150

Quote #: **40060620-00**
Date: 12/18/20
Exp Date:

Attn:
Phone: (734) 466-2626
Email:

Prepared By: **Tim Wirick - Livonia**
Phone: (734) 525-0980
Email: twirick@weingartz.com

Product number	Product and Description	Qty	Sale Price	Total
EXLZS749AKC604A1	Exmark Lazer S-Series 749 Kohler EFI 60", Seat Interchange Prod: exlzs749 GO TO WWW.EXMARK.COM/SERVICE-AND-SUPPORT/UHT-HYDRO-LIFE-EXTENSION AND ENROLL YOUR MOWER IN THE HYDRO DRIVE LIFE EXTENSION PROGRAM AND READ DETAILS List Price: \$14,429.00	5	\$9,475.00	\$47,375.00
Zero Down Time	Weingartz Commercial 1 Hour Service Program List Price: \$0.00	5	\$0.00	\$0.00

Total \$47,375.00
Invoice Total \$47,375.00

Approved By

Customer

Date

Weingartz Representative

Date

Page 1 of 1

Weingartz, 32098 Plymouth Rd, Livonia, MI 48150,

WWW.WEINGARTZ.COM

Exmark # 062117-EXM

Pricing for contract # 062117-EXM is provided at 27.5% discount on units and 15% discount on options and accessories to Sourcewell participating agencies.

2017 NJPA RFP #062117 DISCOUNT RANGE

EQUIPMENT TYPE	DISCOUNT
WHOLE GOODS (MOWERS & TURF MANAGEMENT)	27.5%
ACCESSORIES (STANDON, ULTRA VAC'S, COMPLETING/DRIVE KITS, FLOORPAN WEIGHT, & NAVIGATOR ROPS)	15%

LAZER Z[®]

S-SERIES

**UNMATCHED PERFORMANCE.
MAXIMUM COMFORT AND PRODUCTIVITY.
LEGENDARY DURABILITY.**



For the past 25 years, Exmark's Lazer Z[®] has been considered the gold standard in commercial-grade, zero-turn excellence. Professional cutters and homeowners have aspired to experience their superior cut quality, productivity, durability and performance. Built for easier maintenance and longer life, our Lazer Z mowers are simpler, tougher, and easier to operate.

FEATURES:

- Equipped with Kawasaki[®] or Kohler[®] engines. Propane is also available.
- UltraCut[™] Series 4 deck with 52-, 60- or 72-inch cutting widths and UltraCut Rear Discharge Deck 60- or 72-inch cutting widths.
- Select Kawasaki models are equipped with the next-generation RED Technology.
- Models equipped with Kohler EFI engines come standard with a Smart Controller display screen.
- Heavy-duty canister air filtration system.
- Ground speeds up to 10.0 mph.



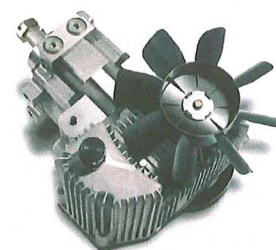
ON-BOARD INTELLIGENCE

The next-generation RED leverages the latest technologies to deliver increased machine efficiency, ease of use and durability. This technology provides users an increased ability to control mower power and efficiency with defined performance modes.



ULTRACUT DECK TECHNOLOGY

When it comes to durability, Exmark's UltraCut decks are among the strongest in the industry and set the standard for productivity and quality of cut. Available with the option of an UltraCut Series 4 with side discharge, these decks have a 5.5-inch deep design, formed and welded to provide superior strength and durability.



HYDRO-DRIVE SYSTEM

Our engineers devised a great way to keep hoses from leaking. They eliminated them. Then they added a few new things: tougher bearings, an improved cooling system and increased oil capacity.

The mowers landscape professionals trust 2 to 1.*

exmark.com

*Trusted 2-to-1 over the next best-selling brand of zero-turn mowers. Based on U.S. Data study by Wiese Research Associates Inc. Market Share and Additional Equipment Study (February 2016).



LAZER Z[®]

S-SERIES

MODEL	ENGINE	SIZE	DECK	WEIGHT	DIMENSIONS (W X H X L)
LZS740AKC524A2	ECV740 Kohler EFI	52"	UltraCut Series 4	1159 lbs.	64.8" x 70.5" x 79.2"
LZS801GKA524A2	FX801V Kawasaki	52"	UltraCut Series 4	1161 lbs.	64.8" x 70.5" x 79.2"
LZS740PKC60400	PCV740 Kohler EFI Propane	60"	UltraCut Series 4	1295 lbs.	72.8" x 70.5" x 83.1"
LZS749AKC604A1	ECV749 Kohler EFI	60"	UltraCut Series 4	1177 lbs.	72.8" x 70.5" x 83.1"
LZS801GKA604A1	FX801V Kawasaki	60"	UltraCut Series 4	1187 lbs.	72.8" x 70.5" x 83.1"
LZS850EKA604W0	EKA850 Kawasaki RED Equipped	60"	UltraCut Series 4	1222 lbs.	72.8" x 70.5" x 83.1"
LZS801CKA60RA1	FX801V Kawasaki	60"	UltraCut Rear Discharge	1287 lbs.	66.2" x 70.5" x 83.1"
LZS740PKC72400	PCV740 Kohler EFI Propane	72"	UltraCut Series 4	1363 lbs.	84.9" x 70.5" x 86.1"
LZS749AKC72400	ECV749 Kohler EFI	72"	UltraCut Series 4	1240 lbs.	84.9" x 70.5" x 86.1"
LZS749AKC724A1	ECV749 Kohler EFI	72"	UltraCut Series 4	1250 lbs.	84.9" x 70.5" x 86.1"
LZS801CKA72RA1	FX801V Kawasaki	72"	UltraCut Rear Discharge	1359 lbs.	78.2" x 70.5" x 86.1"
LZS850EKA724W0	EKA850 Kawasaki RED Equipped	72"	UltraCut Series 4	1286 lbs.	84.9" x 70.5" x 86.1"



Side Discharge



Rear Discharge



Side Discharge with Propane

POWER COMPONENTS

Engine – FX801V and EKA850 EFI Kawasaki; ECV740 & ECV749 Kohler EFI engines; PCV740 Kohler Command EFI Propane. All engines are governed to 3,750 rpm.

Air Filter – Heavy-duty canister air filtration system.

Drive System – Two Exmark exclusive Parker unitized pump and wheel motor systems with no hoses, integrated cooling fans, 1.7-quart integrated reservoir, spin-on filter and heavy-duty components. 12cc pumps and 14.5 cubic inch motors 52" units. 12cc pumps and 14.5 cubic inch motors with integrated shock valve 60" & 72" units.

Hydro Fluid – Exmark Premium Hydro Oil.

Speed – Infinitely variable speed selection from 0–10.0 mph (16.0 kmph) forward, 0–6.0 mph (9.7 kmph) reverse.

PTO Engagement – MagStop electromagnetic 200-ft-lb. clutch with spot brake. EKA50 models have 250-ft-lb. clutch with spot brake.

Fuel Capacity – High-capacity, 12-gallon (45.4-L), single fuel tank with single fill location. Propane model has 43.5 lb. (10.3 gallon) propane tank.

Drive-Wheel Release – Allows unit movement without engine running.

Safety Package – Operator Presence Controls (OPC) and drive system interlock, with safety interlock system indicators.

Rollover Protection System (ROPS) – 2-post foldable ROPS standard with seat belt and latch.

Quick Deck Lift – Standard; foot-controlled deck lift changes cutting height and lifts the deck to maneuver around obstacles, or place in transport position.

DECK

Style – Full-floating UltraCut Series 4. Side-discharge standard with the option to bag or mulch. Rear-discharge decks have UltraCut™ Rear Discharge cutting deck with option to mulch.

Deck Construction – 10-gauge top that is formed and continuously seam welded, 7-gauge side skirt and 7-gauge reinforced spindle mounting locations for improved strength and reduced weight. 4-point suspension, full-floating deck with 3 adjustable anti-scalp rollers on 52", 4 adjustable anti-scalp rollers on 60"; 6 adjustable anti-scalp rollers on 72". Rear-discharge decks 7-gauge high strength alloy top that is formed and continuously seam welded, with 7-gauge high strength alloy side skirt. 5.5"-deep deck.

Widths Available – 52" (132 cm) 60" (152 cm) and 72" (183 cm).

Cutting Height – 1.0" (2.5 cm) to 5.5" (11.8 cm) in 0.25" (0.64 cm) increments adjustable from operator's seat.

Blade Spindles – No maintenance, sealed and non-greasable spindles. 7.75"-diameter cutter housing with 25mm- (.98") diameter spindle shaft and splined blade driver.

Blade-Tip Speed – Approximately 18,500 fpm.

EQUIPMENT

Tractor Frame – Unibody, welded, heavy-duty 1.5" x 3" tubular steel.

Steering and Motion Control – Hydraulically dampened twin levers, adjust fore and aft, also adjustable to 2-height positions. Adjustable dampers (3-positions) to customize drive responsiveness.

Casters – .50" thick caster yoke arm.

Front Caster Tires – 13 x 5.0–6; smooth-tread, semi-pneumatic on 52", 13 x 6.5–6; smooth-tread, semi-pneumatic on 60" and 72" units.

Drive Tires – 23 x 9.5–12, Turf Master® (52"). 24 x 12.0–12, Turf Master (60" & 72").

Turning Radius – True zero-turn.

Parking Brake – Lever-actuated disc brake.

Seat Comfort – Deluxe, two tone, bolstered seat with Elastomeric Vibration Control material. Mounted on innovative Seat Isolation System that provides operator isolation in all three planes of motion as well as fore-aft slide and seat flip-up. A1 and A2 models have deluxe, bolstered suspension seat with Elastomeric Vibration Control material. Mounted on innovative Seat Isolation System that provides operator isolation in all three planes of motion as well as fore-aft slide and seat flip-up.

Onboard Intelligence – Smart Controller is standard on Kohler EFI models. W0 models are equipped with Next-Generation RED technology.

Electrical – 12-volt battery with 15-amp alternator. EFI has 20-amp.

Standard Features – Engine hour meter and cup holder.

ACCESSORIES & OPTIONS

12-Volt Power Adapter, Air Ride Suspension Seat, Equipment Cover, Extended Drive Lever, Floor Mat, Harness Add-On Accessory Kit, Hitch, Hydro Maintenance Kit, Jack and Receiver, LED Light Kit, Power Deck Lift, Sun Shade, Tractus Tire and Trash Container.

Side Discharge Only: 3-Bushel Bagger, Anti-Scalp Kit, Micro-Mulch System, Operator Controlled Discharge, Turf Striping Kit and UltraVac Collection System.

Rear Discharge Only: Finish Cut Baffles, Anti-Scalp Roller and Side Wear Bar Kit and White Non-Marking Side Bumper

WARRANTY

Limited Warranty: 5-Year or 1,250 Hours (with No Hour Limit First 2 Years), 3 Year Engine



EXMARK MANUFACTURING COMPANY INC. • 415 INDUSTRIAL ROW • BEATRICE, NE 68310 • Call 402.223.6300 • exmark.com

Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. We reserve the right to improve our products and make changes in specifications, designs and standard equipment without notice and without incurring obligations. See your dealer for details on all of our warranties. Exmark® and Lazer Z® are registered trademarks of Exmark Mfg. Co., Inc. Exmark is purchased 2 to 1 over the next best-selling brand of zero-turn mowers based on U.S. Data study by Wiese Research Associates, Inc. Market Share and Additional Equipment Study (February 2016). ©2020 Exmark Manufacturing Company, Inc. All Rights Reserved. Printed in the U.S.A. 2020. Rev 1.



REPORT TO THE LIVONIA CITY COUNCIL

DPW

January 26, 2021

MEETING DATE

February 8, 2021

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE FIVE (5) JOHN DEERE TURF VEHICLES WITH UTILITY ATTACHMENTS THROUGH THE STATE OF MICHIGAN BID PROCESS: Public Service Division, re: for park maintenance equipment, from budgeted funds.

BACKGROUND

The life expectancy of this type of equipment is 4-6 years. On average, the units are used approximately 300-400 hours each year. The purchase will be made through the State bid process for park maintenance equipment (Contract Agreement No. 0-71B7700085), an extended purchasing program made available to local governments through the State of Michigan. The State bid this year was awarded to Bader & Sons, Inc., 20801 Pontiac Trail, South Lyon, MI 48178. Comparable units that have exceeded their life expectancy will be disposed of through an auction process.

RECOMMENDATION

Recommendation to purchase five John Deere Turf vehicles, model TH 6x4 @ \$11,729.32 each, for a total of \$58,646.60 through the state bid awarded to Bader & Sons

FISCAL CONSIDERATION

GL # 401-000-987-000

Cost: \$11,729.32/ea. **TOTAL: \$58,646.60**

Budget: 2020-2021

ATTACHMENTS

1. S012521 Req to purch Five John Deere Turf Vehicles - Minutes
2. Gators-Bader & Sons Quote

APPROVED BY

Date: January 04,
2021

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



Date: January 06,
2021

Don Rohraff, Director of Public Works



Date: January 07,
2021

Michael Slater, Finance Director



Date: January 07,
2021

Maureen Miller Brosnan, Mayor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 25, 2021**

- 13) REQUEST FOR AUTHORIZATION TO PURCHASE FIVE (5) JOHN DEERE TURF VEHICLES WITH UTILITY ATTACHMENTS THROUGH THE STATE OF MICHIGAN BID PROCESS: Public Service Division, re: for park maintenance equipment, from budgeted funds.

Doug Moore, Assistant Director of Public Works, presented this request to Council. He stated this item was approved in the 2020/2021 Capital Outlay Budget. These are the six-wheel versions of the John Deere Gator. They're being purchased through the State bid. The servicing dealer will be Bator Equipment out of South Lyon. We're going to replace five units that were purchased approximately ten years ago. Those will be disposed of through the auction process. The new Gators will cost \$11,729.32 each for a total of \$58,646.60.

Councilmember McCullough stated this a cooperative purchase agreement which gives the best pricing so he will offer an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT

YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

☐ Shipping address

☐ Billing address

Vendor: John Deere Company

☐ 2000 John Deere Run Cary,
NC 27513

☐ Contract name and/or number

☐ Signature

☐ Tax exempt certificate, if applicable

David White

Bader & Sons Co.
20801 Pontiac Trail
South Lyon, MI 48178

Tel: 248-437-2091

Fax: 248-437-2140

Email: dwhite@greentractors.com



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Bader & Sons Co.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
epetzold@greentractors.com

Quote Summary

Prepared For:

CITY OF LIVONIA DEPARTMENT OF PUBLIC WORKS
15125 FARMINGTON RD
LIVONIA, MI 48154

Delivering Dealer:

Bader & Sons Co.
David White
20801 Pontiac Trail
South Lyon, MI 48178
Phone: 248-437-2091
dwhite@greentractors.com

Quote ID: 22972396
Created On: 16 October 2020
Last Modified On: 16 October 2020
Expiration Date: 23 October 2020

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE GATOR™TH 6X4 GAS (Model Year 2021) Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22) Price Effective Date: December 18, 2019	\$ 11,729.32 X	5 =	\$ 58,646.60
Equipment Total			\$ 58,646.60

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 58,646.60
Trade In	
SubTotal	\$ 58,646.60
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 58,646.60
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 58,646.60

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment

Quote Id: 22972396

Customer Name: CITY OF LIVONIA DEPARTMENT OF PUBLIC WORKS

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Bader & Sons Co.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
epetzold@greentractors.com

BM23839	Rear Receiver Hitch, 38 mm (1.25 in.)	5	\$ 94.16	14.00	\$ 13.18	\$ 80.98	\$ 404.89
BM22773	Tail Light Protectors	5	\$ 103.79	14.00	\$ 14.53	\$ 89.26	\$ 446.30
Dealer Attachments Total			\$ 2,334.74		\$ 326.86	\$ 2,007.88	\$ 10,039.39
Value Added Services			\$ 0.00			\$ 0.00	\$ 0.00
Total							
Total Selling Price			\$ 13,638.74		\$ 1,909.42	\$ 11,729.32	\$ 58,646.59



REPORT TO THE LIVONIA CITY COUNCIL

Engineering
January 26, 2021

MEETING DATE

February 8, 2021

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST FOR COUNCIL TO SET A DATE FOR THE PURPOSE OF ADOPTING A RESOLUTION PLACING SPECIAL ASSESSMENTS UPON REFERENCED PROPERTIES WHOSE OWNERS HAVE NOT PAID CHARGES CONNECTED WITH THE 2020 SIDEWALK PROGRAM, CONTRACT 20-G, SINGLE LOT ASSESSMENTS: Engineering Division, re: same. (CR 123-20)

BACKGROUND

Council Resolution No. 123-20, dated April 27, 2020 awarded a contract for the 2020 Sidewalk Program to Rotondo Construction Corporation.

The list of the sidewalk repair locations completed in 2020 (Contract 20-G) which were the homeowner's responsibility and the cost of each sidewalk repair are attached. This list does not include locations where it was solely the City's responsibility to pay for the sidewalk repairs as a result of lifted walk by City tree root(s).

All assessments are based upon unit prices bid by the contractor in which a 10% charge was added to cover the City's administrative, engineering, inspection, advertising, and collection expenses as provided for in Section 12.04.340 of the Livonia Code of Ordinances, as amended.

RECOMMENDATION

It is recommended that the Council set a date when the Council will meet for the purpose of adopting a resolution placing special assessments upon those properties shown on the aforementioned list where the owners have not paid the charges prior to the established meeting date. Such a meeting is required under Section 3.08.150 of the Livonia Code of Ordinances, as amended.

FISCAL CONSIDERATION

ATTACHMENTS

1. S012521 Req to set a date for Special Assess for 2020 Sidewalk Repair Program - Minutes
2. 2020 Sidewalk Billing Register 1-12-2021
3. 042720 2020 Sidewalk Repair Program 20-G CR 123-20

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: January 13,
2021



Don Rohraff, Director of Public
Works

Date: January 13,
2021



Michael Slater, Finance Director

Date: January 14,
2021



Maureen Miller Brosnan, Mayor

Date: January 14,
2021

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 25, 2021**

- 14) REQUEST FOR COUNCIL TO SET A DATE FOR THE PURPOSE OF ADOPTING A RESOLUTION PLACING SPECIAL ASSESSMENTS UPON REFERENCED PROPERTIES WHOSE OWNERS HAVE NOT PAID CHARGES CONNECTED WITH THE 2020 SIDEWALK PROGRAM, CONTRACT 20-G, SINGLE LOT ASSESSMENTS: Engineering Division, re: same. (CR 123-20)

Todd Zilincik, City Engineer, presented this request to Council. He stated that Joe Rotondo was the successful bidder for the Sidewalk Repair Program last year. Sidewalk bills are going to be coming out in March and they are asking for the notification that was sent to the residents and business owners that were notified that the final bill will come to them and the hardest part they have to do is write a check. Again, there's hardship if it's \$400.00 or more, they're allowed to put it on a tax roll with a certain percentage of interest. But I just want to try to get the list here, there's about 600 locations that were done in the City last year, about half of those will be billed to residents in the amount of \$167,000.00 and the guaranty bill is about \$500.00 for repairs, but just looking for Council's approval to work with the Treasurer's Office to get those bills out and get money recouped from the work that was performed last fall.

Vice President Bahr offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT

01/12/2021
11:16 AM

Billing Register
Population: All Records

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Invoices # Customer # Parcel #	SrvC Code	Owner Prop. Address	Mailing Address	Amt. Chg. Pmts/Crdts	Amt. Billed Amt. Due
0000000001 003 01 0419 010 003 01 0419 010	SIDE	ADI REALTY INC 19150 MIDDLEBELT LIVONIA, MI	1 CVS DR WOONSOCKET, RI	5,470.96 0.00	5,470.96 5,470.96
0000000002 002 02 0248 000 002 02 0248 000	SIDE	PAMELA F BAKER II 28894 MORLOCK LIVONIA, MI	28894 MORLOCK ST LIVONIA, MI	516.33 0.00	516.33 516.33
0000000003 001 05 0264 000 001 05 0264 000	SIDE	BAESKE MARY 28319 PEMBROKE LIVONIA, MI	28319 PEMBROKE ST LIVONIA, MI	164.58 0.00	164.58 164.58
0000000004 006 99 0027 000 006 99 0027 000	SIDE	LIVONIA WAREHOUSE, LLC 30795 EIGHT MILE LIVONIA, MI	4859 TRAILVIEW WEST BLOOMFIELD, MI	2,735.68 0.00	2,735.68 2,735.68
0000000005 008 07 0023 000 008 07 0023 000	SIDE	HOGGATT LYALL / GWENDO 30151 VASSAR LIVONIA, MI	30151 VASSAR LIVONIA, MI	316.50 0.00	316.50 316.50
0000000006 012 02 0389 000 012 02 0389 000	SIDE	GLORIANNE MULCAHEY 31630 FAIRFAX LIVONIA, MI	31630 FAIRFAX ST LIVONIA, MI	145.59 0.00	145.59 145.59
0000000007 010 01 0004 005 010 01 0004 005	SIDE	KOLLAR MONICA / BRANDO 20110 FARMINGTON LIVONIA, MI	20110 FARMINGTON LIVONIA, MI	474.75 0.00	474.75 474.75
0000000008 015 01 0025 000 015 01 0025 000	SIDE	CAROLE M QUINN 34695 BRIDGE LIVONIA, MI	34695 BRIDGE ST LIVONIA, MI	1,063.52 0.00	1,063.52 1,063.52
0000000009 015 01 0026 000 015 01 0026 000	SIDE	GLEN K / SUSAN WALTHAL 34721 BRIDGE LIVONIA, MI	34721 BRIDGE ST LIVONIA, MI	959.48 0.00	959.48 959.48
0000000010 015 01 0027 000 015 01 0027 000	SIDE	BARTA ANDREW / LORI 34745 BRIDGE LIVONIA, MI	34745 BRIDGE LIVONIA, MI	816.57 0.00	816.57 816.57
0000000011 015 01 0048 000 015 01 0048 000	SIDE	KETZ-MUNOZ BRANDON / N 34758 BRIDGE LIVONIA, MI	34758 BRIDGE LIVONIA, MI	254.32 0.00	254.32 254.32
0000000012 015 02 0130 000 015 02 0130 000	SIDE	DONALD / DIANE BEHREND 34677 FAIRFAX LIVONIA, MI	34677 FAIRFAX DR LIVONIA, MI	271.66 0.00	271.66 271.66
0000000013 015 02 0131 000 015 02 0131 000	SIDE	GEORGE & EILEEN JELIC 34705 FAIRFAX LIVONIA, MI	34705 FAIRFAX DR LIVONIA, MI	1,233.33 0.00	1,233.33 1,233.33
0000000014 016 99 0015 000 016 99 0015 000	SIDE	DEERFIELD WOODS MI LLC 19399 FARMINGTON LIVONIA, MI	1985 CEDAR BRIDGE AVE LAKEWOOD, NJ	2,059.36 0.00	2,059.36 2,059.36
0000000015 016 99 0016 004 016 99 0016 004	SIDE	MONAGHAN K C-BLDG ASSO 19801 FARMINGTON LIVONIA, MI	19801 FARMINGTON RD LIVONIA, MI	1,751.34 0.00	1,751.34 1,751.34
0000000016 015 01 0099 000 015 01 0099 000	SIDE	VULAJ-WOOD MARIA 34722 HALDANE LIVONIA, MI	34722 HALDANE DR LIVONIA, MI	183.57 0.00	183.57 183.57
0000000017 015 01 0098 000 015 01 0098 000	SIDE	SPAW TERRY 34748 HALDANE LIVONIA, MI	34748 HALDANE LIVONIA, MI	144.50 0.00	144.50 144.50
0000000018 015 01 0052 000 015 01 0052 000	SIDE	SEARS RONALD / STEPHAN 19447 LAUREL LIVONIA, MI	19447 LAUREL LIVONIA, MI	167.62 0.00	167.62 167.62
0000000019 014 04 0050 000 014 04 0050 000	SIDE	JASKOLSKI KERRY 34640 NAVIN LIVONIA, MI	34640 NAVIN LIVONIA, MI	369.92 0.00	369.92 369.92
0000000020 013 01 0306 000 013 01 0306 000	SIDE	SCHRAMM WILLIAM 20345 POLLYANNA LIVONIA, MI	20345 POLLYANNA LIVONIA, MI	283.22 0.00	283.22 283.22

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Invoices # Customer # Parcel #	Srvc Code	Owner Prop. Address	Mailing Address	Amt. Chg. Pmts/Crdts	Amt. Billed Amt. Due
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0000000022 015 01 0072 000 015 01 0072 000	SIDE	SAS JOHN/HOLLY 34712 ST MARTINS LIVONIA, MI	34712 SAINT MARTINS ST LIVONIA, MI	1,915.01 0.00	1,915.01 1,915.01
0000000023 019 03 0001 000 019 03 0001 000	SIDE	PANAGIOTIS / LENDORA C 19151 AUGUSTA LIVONIA, MI	19151 AUGUSTA DR LIVONIA, MI	1,585.89 0.00	1,585.89 1,585.89
0000000024 019 03 0002 000 019 03 0002 000	SIDE	YELDA JOSEPH / VANESSA 19167 AUGUSTA LIVONIA, MI	19167 AUGUSTA LIVONIA, MI	132.94 0.00	132.94 132.94
0000000025 025 04 0070 000 025 04 0070 000	SIDE	PETERS CURTIS / REBECC 18813 GLENGARRY LIVONIA, MI	18813 GLENGARRY DR LIVONIA, MI	698.25 0.00	698.25 698.25
0000000026 025 04 0069 000 025 04 0069 000	SIDE	CIPING CHEN / GANG RAO 18835 GLENGARRY LIVONIA, MI	18835 GLENGARRY LIVONIA, MI	592.00 0.00	592.00 592.00
0000000027 025 04 0061 000 025 04 0061 000	SIDE	KRUKOWSKA MARIA 19037 GLENGARRY LIVONIA, MI	19037 GLENGARRY DR LIVONIA, MI	487.41 0.00	487.41 487.41
0000000028 025 05 0126 000 025 05 0126 000	SIDE	DICKSON STEPHEN/DONNA 18310 QUEENSBURY LIVONIA, MI	18310 QUEENSBURY DR LIVONIA, MI	904.65 0.00	904.65 904.65
0000000029 031 02 0145 000 031 02 0145 000	SIDE	NAGY GEORGE/PATRICIA 36578 BENNETT LIVONIA, MI	36578 BENNETT ST LIVONIA, MI	120.27 0.00	120.27 120.27
0000000030 031 02 0207 000 031 02 0207 000	SIDE	LIM KAITLYN M 18314 COMSTOCK LIVONIA, MI	18314 COMSTOCK LIVONIA, MI	296.97 0.00	296.97 296.97
0000000031 030 01 0245 000 030 01 0245 000	SIDE	SMITH DAVID 18382 COMSTOCK LIVONIA, MI	18382 COMSTOCK ST LIVONIA, MI	327.52 0.00	327.52 327.52
0000000032 030 01 0244 000 030 01 0244 000	SIDE	DAVID E CANNONS 18418 COMSTOCK LIVONIA, MI	18418 COMSTOCK ST LIVONIA, MI	287.06 0.00	287.06 287.06
0000000033 030 01 0242 000 030 01 0242 000	SIDE	JOHN & CHARLENE LUCAS 18482 COMSTOCK LIVONIA, MI	18482 COMSTOCK ST LIVONIA, MI	132.94 0.00	132.94 132.94
0000000034 030 01 0331 000 030 01 0331 000	SIDE	GLENN / MARY SCALA 18497 COMSTOCK LIVONIA, MI	18497 COMSTOCK ST LIVONIA, MI	133.78 0.00	133.78 133.78
0000000035 030 01 0329 000 030 01 0329 000	SIDE	FRANZ W GEISZ 18557 COMSTOCK LIVONIA, MI	18557 COMSTOCK ST LIVONIA, MI	289.00 0.00	289.00 289.00
0000000036 030 01 0325 000 030 01 0325 000	SIDE	JOHN SCHROEDER 18679 COMSTOCK LIVONIA, MI	18679 COMSTOCK ST LIVONIA, MI	170.91 0.00	170.91 170.91
0000000037 030 01 0236 000 030 01 0236 000	SIDE	RICHARD/STEPHANIE SERR 18684 COMSTOCK LIVONIA, MI	18684 COMSTOCK ST LIVONIA, MI	278.52 0.00	278.52 278.52
0000000038 030 01 0233 000 030 01 0233 000	SIDE	RATLIFF MARK 18774 COMSTOCK LIVONIA, MI	18774 COMSTOCK ST LIVONIA, MI	557.07 0.00	557.07 557.07
0000000039 030 01 0232 000 030 01 0232 000	SIDE	MCCUSKER PENNY A 18802 COMSTOCK LIVONIA, MI	18802 COMSTOCK ST LIVONIA, MI	306.34 0.00	306.34 306.34
0000000040 030 01 0231 000 030 01 0231 000	SIDE	MACHOWICZ MELISSA / A 18830 COMSTOCK LIVONIA, MI	18830 COMSTOCK ST LIVONIA, MI	144.50 0.00	144.50 144.50

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Invoices # Customer # Parcel #	Srvc Code	Owner Prop. Address	Mailing Address	Amt. Chg. Pmts/Crdts	Amt. Billed Amt. Due
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0000000042 030 01 0230 000 030 01 0230 000	SIDE	NOVOTNY ALBERT / DIANE 18858 COMSTOCK LIVONIA, MI	18858 COMSTOCK ST LIVONIA, MI	139.00 0.00	139.00 139.00
0000000044 029 01 0033 000 029 01 0033 000	SIDE	KELIHER SEAN/KAREN 36244 CURTIS LIVONIA, MI	36244 CURTIS RD LIVONIA, MI	503.66 0.00	503.66 503.66
0000000045 031 02 0187 000 031 02 0187 000	SIDE	IGNAGNI JOSEPH/LINDA 36493 CURTIS LIVONIA, MI	36493 CURTIS RD LIVONIA, MI	289.00 0.00	289.00 289.00
0000000046 031 02 0206 000 031 02 0206 000	SIDE	LENZE CHARLES/JAN 36518 CURTIS LIVONIA, MI	36518 CURTIS RD LIVONIA, MI	316.50 0.00	316.50 316.50
0000000047 031 02 0188 000 031 02 0188 000	SIDE	RICHARD NOEL 36531 CURTIS LIVONIA, MI	36531 CURTIS RD LIVONIA, MI	121.38 0.00	121.38 121.38
0000000051 030 04 0139 000 030 04 0139 000	SIDE	BELSNOW LAUREN 37048 CURTIS LIVONIA, MI	37048 CURTIS LIVONIA, MI	330.30 0.00	330.30 330.30
0000000052 030 04 0138 000 030 04 0138 000	SIDE	LORRAINE S CHOPEK 37128 CURTIS LIVONIA, MI	37128 CURTIS RD LIVONIA, MI	521.01 0.00	521.01 521.01
0000000054 030 04 0135 000 030 04 0135 000	SIDE	OBRADOVICH RICHARD M/C 37252 CURTIS LIVONIA, MI	37252 CURTIS RD LIVONIA, MI	259.53 0.00	259.53 259.53
0000000055 030 04 0134 000 030 04 0134 000	SIDE	GLIWA JEFFREY/TERESA 37296 CURTIS LIVONIA, MI	37296 CURTIS RD LIVONIA, MI	724.42 0.00	724.42 724.42
0000000056 030 04 0133 000 030 04 0133 000	SIDE	BEAUNE ANTHONY/JAMI 37332 CURTIS LIVONIA, MI	37332 CURTIS RD LIVONIA, MI	253.20 0.00	253.20 253.20
0000000057 030 04 0152 000 030 04 0152 000	SIDE	NIECKARZ LIVING TRUST 37333 CURTIS LIVONIA, MI	37333 CURTIS LIVONIA, MI	653.14 0.00	653.14 653.14
0000000058 030 04 0153 000 030 04 0153 000	SIDE	FEREZ JR. MARIO/HADDAD 37375 CURTIS LIVONIA, MI	37375 CURTIS RD LIVONIA, MI	342.70 0.00	342.70 342.70
0000000060 031 01 0087 000 031 01 0087 000	SIDE	TACOLLA NICOLAS S 17151 FITZGERALD LIVONIA, MI	17151 FITZGERALD ST LIVONIA, MI	687.82 0.00	687.82 687.82
0000000061 032 01 0206 000 032 01 0206 000	SIDE	DANIEL J / DEBRA A FLA 17719 GOLFVIEW LIVONIA, MI	17719 GOLFVIEW ST LIVONIA, MI	88.62 0.00	88.62 88.62
0000000062 030 04 0120 000 030 04 0120 000	SIDE	FREEL CRYSTAL L 18280 HEATHERLEA LIVONIA, MI	18280 HEATHERLEA LIVONIA, MI	603.31 0.00	603.31 603.31
0000000063 030 04 0116 000 030 04 0116 000	SIDE	MATTICK JAMES / KATHER 18301 HEATHERLEA LIVONIA, MI	18301 HEATHERLEA LIVONIA, MI	546.06 0.00	546.06 546.06
0000000064 030 03 0076 000 030 03 0076 000	SIDE	PETER / RITA PACE 18461 HEATHERLEA LIVONIA, MI	18461 HEATHERLEA DR LIVONIA, MI	340.47 0.00	340.47 340.47
0000000065 030 03 0083 000 030 03 0083 000	SIDE	JOSEPH / LISA DI'DOMEN 36852 KINGSBURN LIVONIA, MI	36852 KINGSBURN DR LIVONIA, MI	1,059.93 0.00	1,059.93 1,059.93
0000000066 030 03 0084 000 030 03 0084 000	SIDE	SILVIO MICHAEL 36886 KINGSBURN LIVONIA, MI	36886 KINGSBURN DR LIVONIA, MI	560.66 0.00	560.66 560.66

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Invoices # Customer # Parcel #	Srvc Code	Owner Prop. Address	Mailing Address	Amt. Chg. Pmts/Crdts	Amt. Billed Amt. Due
0000000067 030 03 0085 000 030 03 0085 000	SIDE	DUZY JOHN 36920 KINGSBURN LIVONIA, MI	36920 KINGSBURN DR LIVONIA, MI	132.94 0.00	132.94 132.94
0000000068 030 03 0086 000 030 03 0086 000	SIDE	NIENUS ZACHARY / AMI 36954 KINGSBURN LIVONIA, MI	36954 KINGSBURN LIVONIA, MI	1,155.98 0.00	1,155.98 1,155.98
0000000069 030 03 0088 000 030 03 0088 000	SIDE	RAYMOND / MARIE SALAH 37022 KINGSBURN LIVONIA, MI	37022 KINGSBURN DR LIVONIA, MI	445.06 0.00	445.06 445.06
0000000070 030 03 0089 000 030 03 0089 000	SIDE	FARIS SID / SUZAN 37056 KINGSBURN LIVONIA, MI	37056 KINGSBURN LIVONIA, MI	947.92 0.00	947.92 947.92
0000000072 030 03 0090 000 030 03 0090 000	SIDE	COSENZA ANDREW / ANDRE 37090 KINGSBURN LIVONIA, MI	37090 KINGSBURN DR LIVONIA, MI	1,530.85 0.00	1,530.85 1,530.85
0000000073 030 03 0053 000 030 03 0053 000	SIDE	SMILEY JAMES/BETH 37107 KINGSBURN LIVONIA, MI	37107 KINGSBURN DR LIVONIA, MI	291.18 0.00	291.18 291.18
0000000074 030 03 0091 000 030 03 0091 000	SIDE	WALLACE BRIAN C/CATHER 37124 KINGSBURN LIVONIA, MI	37124 KINGSBURN DR LIVONIA, MI	315.96 0.00	315.96 315.96
0000000075 030 03 0052 000 030 03 0052 000	SIDE	STACHURA ROBERT / LIND 37139 KINGSBURN LIVONIA, MI	37139 KINGSBURN DR LIVONIA, MI	289.00 0.00	289.00 289.00
0000000076 030 03 0051 000 030 03 0051 000	SIDE	GREGORY P BARTOSIK 37171 KINGSBURN LIVONIA, MI	37171 KINGSBURN DR LIVONIA, MI	183.57 0.00	183.57 183.57
0000000079 030 03 0048 000 030 03 0048 000	SIDE	BLACK SCOTT R 37267 KINGSBURN LIVONIA, MI	37267 KINGSBURN DR LIVONIA, MI	164.58 0.00	164.58 164.58
0000000080 030 03 0047 000 030 03 0047 000	SIDE	LAWRENCE / PATRICIA SU 37299 KINGSBURN LIVONIA, MI	37299 KINGSBURN DR LIVONIA, MI	88.62 0.00	88.62 88.62
0000000081 030 03 0046 000 030 03 0046 000	SIDE	KLOSOWSKI TIM / GAYLE 37331 KINGSBURN LIVONIA, MI	37331 KINGSBURN LIVONIA, MI	120.27 0.00	120.27 120.27
0000000082 030 03 0045 000 030 03 0045 000	SIDE	ISTEPHAN ASAAD/SLEWA K 37363 KINGSBURN LIVONIA, MI	37363 KINGSBURN DR LIVONIA, MI	156.06 0.00	156.06 156.06
0000000083 030 03 0044 000 030 03 0044 000	SIDE	MORRIS GARY 37395 KINGSBURN LIVONIA, MI	37395 KINGSBURN DR LIVONIA, MI	476.96 0.00	476.96 476.96
0000000084 030 03 0094 000 030 03 0094 000	SIDE	ELLIOTT GREGORY/MARY 37226 KINGSBURN LIVONIA, MI	37226 KINGSBURN CT LIVONIA, MI	303.85 0.00	303.85 303.85
0000000085 030 03 0095 000 030 03 0095 000	SIDE	KRASKA MARVIN / MARLEN 37260 KINGSBURN LIVONIA, MI	37260 KINGSBURN LIVONIA, MI	309.91 0.00	309.91 309.91
0000000087 030 03 0097 000 030 03 0097 000	SIDE	MONCRIEF SHELLEY/SHIRLE 37328 KINGSBURN LIVONIA, MI	37328 KINGSBURN CT LIVONIA, MI	144.50 0.00	144.50 144.50
0000000089 030 03 0099 000 030 03 0099 000	SIDE	JAAFAR ABRAHAM&ATARAD/ 37396 KINGSBURN LIVONIA, MI	37396 KINGSBURN LIVONIA, MI	265.86 0.00	265.86 265.86
0000000090 031 01 0036 000 031 01 0036 000	SIDE	DANOU STEVEN/MICHELLE 17196 LEVAN LIVONIA, MI	17196 LEVAN RD LIVONIA, MI	1,400.91 0.00	1,400.91 1,400.91
0000000091 031 02 0185 000 031 02 0185 000	SIDE	HARRY L YOUMANS 18165 LEVAN LIVONIA, MI	18165 LEVAN RD LIVONIA, MI	900.29 0.00	900.29 900.29

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0000000092 031 99 0002 000 031 99 0002 000	SIDE	LIVONIA SCHOOLS 18000 NEWBURGH LIVONIA, MI	15125 FARMINGTON RD LIVONIA, MI	1,677.17 0.00	1,677.17 1,677.17
0000000093 030 01 0246 000 030 01 0246 000	SIDE	JAMES/KATHLEEN GOLLIN 18421 RENWICK LIVONIA, MI	18421 RENWICK ST LIVONIA, MI	283.22 0.00	283.22 283.22
0000000094 030 01 0247 000 030 01 0247 000	SIDE	SEITZ FRANCIS / NELLI 18435 RENWICK LIVONIA, MI	18435 RENWICK LIVONIA, MI	132.93 0.00	132.93 132.93
0000000095 030 01 0333 000 030 01 0333 000	SIDE	MUJOVIC MENSUDIN 18448 RENWICK LIVONIA, MI	18448 RENWICK ST LIVONIA, MI	436.77 0.00	436.77 436.77
0000000096 030 01 0248 000 030 01 0248 000	SIDE	CAVALLO JOHANNA T/RITZ 18449 RENWICK LIVONIA, MI	18449 RENWICK ST LIVONIA, MI	151.92 0.00	151.92 151.92
0000000097 030 01 0334 000 030 01 0334 000	SIDE	MICHAEL KONDOGIANI 18464 RENWICK LIVONIA, MI	18464 RENWICK ST LIVONIA, MI	651.74 0.00	651.74 651.74
0000000098 030 01 0337 000 030 01 0337 000	SIDE	LINA NARDICCHIO 18560 RENWICK LIVONIA, MI	18560 RENWICK ST LIVONIA, MI	145.59 0.00	145.59 145.59
0000000099 030 01 0354 000 030 01 0354 000	SIDE	WILKES MARK/KAREN K 18577 RENWICK LIVONIA, MI	18577 RENWICK ST LIVONIA, MI	144.50 0.00	144.50 144.50
0000000100 030 01 0339 000 030 01 0339 000	SIDE	DANIEL & VIRGINIA MULV 18624 RENWICK LIVONIA, MI	18624 RENWICK ST LIVONIA, MI	398.53 0.00	398.53 398.53
0000000101 030 01 0340 000 030 01 0340 000	SIDE	GREGORY OSOWSKI 18656 RENWICK LIVONIA, MI	18656 RENWICK ST LIVONIA, MI	183.57 0.00	183.57 183.57
0000000102 030 01 0351 000 030 01 0351 000	SIDE	AWDI IMAD 18673 RENWICK LIVONIA, MI	18673 RENWICK LIVONIA, MI	151.92 0.00	151.92 151.92
0000000103 030 01 0341 000 030 01 0341 000	SIDE	WINSLOW JEFFREY / ERIN 18688 RENWICK LIVONIA, MI	18688 RENWICK ST LIVONIA, MI	295.62 0.00	295.62 295.62
0000000104 030 01 0350 000 030 01 0350 000	SIDE	RONALD L RITZLER 18705 RENWICK LIVONIA, MI	18705 RENWICK ST LIVONIA, MI	170.91 0.00	170.91 170.91
0000000105 030 01 0349 000 030 01 0349 000	SIDE	SILVI MARGARET T. 18737 RENWICK LIVONIA, MI	18737 RENWICK ST LIVONIA, MI	284.06 0.00	284.06 284.06
0000000106 030 01 0343 000 030 01 0343 000	SIDE	FRANCES ANN KLATT 18746 RENWICK LIVONIA, MI	18746 RENWICK ST LIVONIA, MI	189.90 0.00	189.90 189.90
0000000107 030 01 0344 000 030 01 0344 000	SIDE	SZEWC JOHN/MARIA 18774 RENWICK LIVONIA, MI	18774 RENWICK ST LIVONIA, MI	139.26 0.00	139.26 139.26
0000000109 030 03 0073 000 030 03 0073 000	SIDE	FORD STEPHEN / MICHELE 37223 SEABROOK LIVONIA, MI	37223 SEABROOK LIVONIA, MI	144.50 0.00	144.50 144.50
0000000110 030 03 0072 000 030 03 0072 000	SIDE	THOMAS SHAWN/SUSAN 37255 SEABROOK LIVONIA, MI	37255 SEABROOK DR LIVONIA, MI	189.64 0.00	189.64 189.64
0000000111 030 03 0062 000 030 03 0062 000	SIDE	JEFFREY / JULIEANNE KI 37282 SEABROOK LIVONIA, MI	37282 SEABROOK DR LIVONIA, MI	322.29 0.00	322.29 322.29
0000000113 030 03 0064 000 030 03 0064 000	SIDE	JAMES / SHERYL GIORDAN 37350 SEABROOK LIVONIA, MI	37350 SEABROOK DR LIVONIA, MI	2,450.94 0.00	2,450.94 2,450.94

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0000000114 030 03 0068 000 030 03 0068 000	SIDE	KARAGIANNIS ELEFTHERIO 37383 SEABROOK LIVONIA, MI	37383 SEABROOK DR LIVONIA, MI	341.82 0.00	341.82 341.82
0000000116 031 99 0011 011 031 99 0011 011	SIDE	H J WILL FUNERAL HOME 37000 SIX MILE LIVONIA, MI	PO BOX 130548 HOUSTON, TX	2,745.60 0.00	2,745.60 2,745.60
0000000117 031 01 0063 000 031 01 0063 000	SIDE	JOHN R LANN 36503 VARGO LIVONIA, MI	36503 VARGO ST LIVONIA, MI	897.53 0.00	897.53 897.53
0000000118 031 01 0062 000 031 01 0062 000	SIDE	RONALD E BARCH 36541 VARGO LIVONIA, MI	36541 VARGO ST LIVONIA, MI	161.84 0.00	161.84 161.84
0000000119 030 04 0157 000 030 04 0157 000	SIDE	HANOUTI GHALIB 18236 WESTCHESTER LIVONIA, MI	18236 WESTCHESTER DR LIVONIA, MI	138.72 0.00	138.72 138.72
0000000120 030 04 0100 000 030 04 0100 000	SIDE	WILLS JOSEPH / TRACI 18237 WESTCHESTER LIVONIA, MI	18237 WESTCHESTER DR LIVONIA, MI	144.50 0.00	144.50 144.50
0000000121 030 04 0156 000 030 04 0156 000	SIDE	CHOKSHI PRAVIN/KALPANA 18272 WESTCHESTER LIVONIA, MI	18272 WESTCHESTER DR LIVONIA, MI	98.26 0.00	98.26 98.26
0000000122 030 04 0101 000 030 04 0101 000	SIDE	ZUPKO CARI M 18273 WESTCHESTER LIVONIA, MI	18273 WESTCHESTER DR LIVONIA, MI	549.10 0.00	549.10 549.10
0000000123 030 04 0155 000 030 04 0155 000	SIDE	TARHANICH KELLY/SHREWS 18282 WESTCHESTER LIVONIA, MI	18282 WESTCHESTER DR LIVONIA, MI	386.13 0.00	386.13 386.13
0000000124 030 04 0154 000 030 04 0154 000	SIDE	MONTGOMERY DIANA A 18292 WESTCHESTER LIVONIA, MI	18292 WESTCHESTER DR LIVONIA, MI	663.56 0.00	663.56 663.56
0000000125 030 04 0102 000 030 04 0102 000	SIDE	BOYNTON LINDA M 18309 WESTCHESTER LIVONIA, MI	18309 WESTCHESTER LIVONIA, MI	291.18 0.00	291.18 291.18
0000000126 030 04 0132 000 030 04 0132 000	SIDE	KABER JOEL / LIA 18310 WESTCHESTER LIVONIA, MI	18310 WESTCHESTER DR LIVONIA, MI	322.83 0.00	322.83 322.83
0000000127 030 04 0103 000 030 04 0103 000	SIDE	VILLAJHERMOSA LYLE/ROC 18345 WESTCHESTER LIVONIA, MI	18345 WESTCHESTER DR LIVONIA, MI	151.92 0.00	151.92 151.92
0000000128 030 04 0131 000 030 04 0131 000	SIDE	GELMISI JOHN T 18346 WESTCHESTER LIVONIA, MI	18346 WESTCHESTER DR LIVONIA, MI	144.50 0.00	144.50 144.50
0000000129 030 04 0104 000 030 04 0104 000	SIDE	DIEFENBACH LENARD/THER 18381 WESTCHESTER LIVONIA, MI	18381 WESTCHESTER DR LIVONIA, MI	259.53 0.00	259.53 259.53
0000000130 030 04 0130 000 030 04 0130 000	SIDE	MICHAEL / CHERYL JUNK 18382 WESTCHESTER LIVONIA, MI	18382 WESTCHESTER DR LIVONIA, MI	670.98 0.00	670.98 670.98
0000000131 030 04 0105 000 030 04 0105 000	SIDE	HETMAN CHRISTOPHER 18417 WESTCHESTER LIVONIA, MI	18417 WESTCHESTER LIVONIA, MI	132.94 0.00	132.94 132.94
0000000132 030 04 0106 000 030 04 0106 000	SIDE	SPURGIS CAROL LEE 18453 WESTCHESTER LIVONIA, MI	18453 WESTCHESTER DR LIVONIA, MI	291.19 0.00	291.19 291.19
0000000133 030 04 0107 000 030 04 0107 000	SIDE	KABROVICH DONALD/SONJA 18489 WESTCHESTER LIVONIA, MI	18489 WESTCHESTER DR LIVONIA, MI	335.49 0.00	335.49 335.49
0000000134 030 03 0067 000 030 03 0067 000	SIDE	DONAHUE PATRICK / KARE 18511 WESTCHESTER LIVONIA, MI	18511 WESTCHESTER LIVONIA, MI	797.64 0.00	797.64 797.64

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0000000135 030 03 0066 000 030 03 0066 000	SIDE	BORGULA KATHLEEN / JAV 18553 WESTCHESTER LIVONIA, MI	18553 WESTCHESTER LIVONIA, MI	544.96 0.00	544.96 544.96
0000000136 030 04 0122 000 030 04 0122 000	SIDE	BURFORD FREDERICK / CH 37011 WEYMOUTH LIVONIA, MI	37011 WEYMOUTH DR LIVONIA, MI	445.06 0.00	445.06 445.06
0000000137 030 04 0123 000 030 04 0123 000	SIDE	KAROLAK DAVID/MELISSA 37057 WEYMOUTH LIVONIA, MI	37057 WEYMOUTH DR LIVONIA, MI	591.75 0.00	591.75 591.75
0000000138 030 04 0115 000 030 04 0115 000	SIDE	BOYER ROBERT / LUCIA 37096 WEYMOUTH LIVONIA, MI	37096 WEYMOUTH DR LIVONIA, MI	440.37 0.00	440.37 440.37
0000000139 030 04 0114 000 030 04 0114 000	SIDE	HOSTETTER SUSAN P LIVI 37154 WEYMOUTH LIVONIA, MI	37154 WEYMOUTH DR LIVONIA, MI	714.79 0.00	714.79 714.79
0000000140 030 04 0113 000 030 04 0113 000	SIDE	SALAZAR IGNACIO/JACKLY 37190 WEYMOUTH LIVONIA, MI	37190 WEYMOUTH DR LIVONIA, MI	289.00 0.00	289.00 289.00
0000000141 030 04 0112 000 030 04 0112 000	SIDE	GOULD MEGAN / MARK 37220 WEYMOUTH LIVONIA, MI	37220 WEYMOUTH LIVONIA, MI	618.16 0.00	618.16 618.16
0000000142 030 04 0128 000 030 04 0128 000	SIDE	DENARDIS JOHN / VIRGIN 37283 WEYMOUTH LIVONIA, MI	37283 WEYMOUTH LIVONIA, MI	145.59 0.00	145.59 145.59
0000000143 030 04 0110 000 030 04 0110 000	SIDE	FLYNN RUSSELL / ROSEMA 37288 WEYMOUTH LIVONIA, MI	37288 WEYMOUTH DR LIVONIA, MI	144.50 0.00	144.50 144.50
0000000144 030 04 0129 000 030 04 0129 000	SIDE	WU CHIUNG HUEI 37341 WEYMOUTH LIVONIA, MI	37341 WEYMOUTH LIVONIA, MI	566.16 0.00	566.16 566.16
0000000145 030 01 0251 000 030 01 0251 000	SIDE	MESSER MICHAEL T 18515 WILLIAMS LIVONIA, MI	18515 WILLIAMS ST LIVONIA, MI	177.24 0.00	177.24 177.24
0000000146 030 01 0253 000 030 01 0253 000	SIDE	LESPERANCE DOROTHY 18535 WILLIAMS LIVONIA, MI	18535 WILLIAMS ST LIVONIA, MI	302.75 0.00	302.75 302.75
0000000148 030 01 0254 000 030 01 0254 000	SIDE	BAHR SCOTT / JAMIE 18547 WILLIAMS LIVONIA, MI	18547 WILLIAMS LIVONIA, MI	360.00 0.00	360.00 360.00
0000000149 030 01 0256 000 030 01 0256 000	SIDE	DEMPSTER ANITA 18565 WILLIAMS LIVONIA, MI	18565 WILLIAMS ST LIVONIA, MI	151.92 0.00	151.92 151.92
0000000150 030 01 0357 000 030 01 0357 000	SIDE	MICHAEL J MCCARTHY 18568 WILLIAMS LIVONIA, MI	18568 WILLIAMS ST LIVONIA, MI	259.53 0.00	259.53 259.53
0000000151 030 01 0258 000 030 01 0258 000	SIDE	JOSEPH/ANITA STRACH 18589 WILLIAMS LIVONIA, MI	18589 WILLIAMS CT LIVONIA, MI	158.25 0.00	158.25 158.25
0000000154 030 01 0264 000 030 01 0264 000	SIDE	GRABOWSKI ANDREW 18651 WILLIAMS LIVONIA, MI	18651 WILLIAMS LIVONIA, MI	346.80 0.00	346.80 346.80
0000000156 036 01 0105 000 036 01 0105 000	SIDE	SCHICK RODERIC/GRETCH 17148 FRANCAVILLA LIVONIA, MI	17148 FRANCAVILLA DR LIVONIA, MI	120.27 0.00	120.27 120.27
0000000157 036 02 0130 000 036 02 0130 000	SIDE	VENTURA SALVATORE 17596 FRANCAVILLA LIVONIA, MI	17596 FRANCAVILLA LIVONIA, MI	321.19 0.00	321.19 321.19
0000000159 036 01 0035 000 036 01 0035 000	SIDE	JAMES / CATHERINE MCMU 17533 MC NAMARA LIVONIA, MI	17533 MCNAMARA DR LIVONIA, MI	126.60 0.00	126.60 126.60

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0000000160 036 02 0192 000 036 02 0192 000	SIDE	SEBASTIAN ALEXANDER T 17757 MYRON LIVONIA, MI	17757 MYRON LIVONIA, MI	525.96 0.00	525.96 525.96
0000000161 036 01 0013 000 036 01 0013 000	SIDE	BELL HAROLD/BEVERLY 33431 VARGO LIVONIA, MI	33431 VARGO DR LIVONIA, MI	158.25 0.00	158.25 158.25
0000000162 036 02 0195 000 036 02 0195 000	SIDE	SHANNAHAN KEVIN 17941 VENTURA CT LIVONIA, MI	17941 VENTURA CT LIVONIA, MI	296.42 0.00	296.42 296.42
0000000163 036 02 0196 000 036 02 0196 000	SIDE	OBRYCKI MICHAEL 18005 VENTURA CT LIVONIA, MI	18005 VENTURA CT LIVONIA, MI	254.31 0.00	254.31 254.31
0000000164 036 02 0197 000 036 02 0197 000	SIDE	OAKES MICHAEL/CYNTHIA 18069 VENTURA CT LIVONIA, MI	18069 VENTURA CT LIVONIA, MI	322.83 0.00	322.83 322.83
0000000165 036 02 0198 000 036 02 0198 000	SIDE	JORDAN ROBERT/MAISSAA 18137 VENTURA CT LIVONIA, MI	18137 VENTURA CT LIVONIA, MI	170.91 0.00	170.91 170.91
0000000166 043 01 0194 000 043 01 0194 000	SIDE	LITTLE CANDY R 30653 BOBRICH LIVONIA, MI	30653 BOBRICH ST LIVONIA, MI	449.43 0.00	449.43 449.43
0000000168 044 07 0009 000 044 07 0009 000	SIDE	VAN EEUWEN DOUGLAS / A 17388 BROOKVIEW LIVONIA, MI	17388 BROOKVIEW LIVONIA, MI	677.87 0.00	677.87 677.87
0000000169 044 05 0023 000 044 05 0023 000	SIDE	MINTER ADAM 17462 BROOKVIEW LIVONIA, MI	17462 BROOKVIEW LIVONIA, MI	164.32 0.00	164.32 164.32
0000000170 043 04 0009 000 043 04 0009 000	SIDE	RICHARD GREGORY / SUSA 17323 CROSS WINDS LIVONIA, MI	17323 CROSS WINDS RD LIVONIA, MI	427.72 0.00	427.72 427.72
0000000171 044 11 0008 000 044 11 0008 000	SIDE	PETRTYL JOSEPH / TIFFA 18066 CURTIS CT LIVONIA, MI	18066 CURTIS CT LIVONIA, MI	582.36 0.00	582.36 582.36
0000000173 042 01 0237 000 042 01 0237 000	SIDE	RADIWON CHRISTOPHER/MI 18513 FLAMINGO LIVONIA, MI	18513 FLAMINGO BLVD LIVONIA, MI	262.01 0.00	262.01 262.01
0000000174 042 01 0248 002 042 01 0248 002	SIDE	PAUL Y GUTTERMAN 18645 FLAMINGO LIVONIA, MI	18645 FLAMINGO BLVD LIVONIA, MI	158.25 0.00	158.25 158.25
0000000175 042 01 0280 002 042 01 0280 002	SIDE	KENNEDY JAMES R 18938 FLAMINGO LIVONIA, MI	18938 FLAMINGO BLVD LIVONIA, MI	158.25 0.00	158.25 158.25
0000000176 042 01 0236 000 042 01 0236 000	SIDE	BATT SHELLEY 18510 MILBURN LIVONIA, MI	18510 MILBURN ST LIVONIA, MI	314.86 0.00	314.86 314.86
0000000177 042 04 0026 000 042 04 0026 000	SIDE	CAMI ENEA 18643 PURLINGBROOK LIVONIA, MI	18643 PURLINGBROOK LIVONIA, MI	322.83 0.00	322.83 322.83
0000000178 042 04 0006 000 042 04 0006 000	SIDE	MARGUERITE MUGARDITCH 18926 PURLINGBROOK LIVONIA, MI	18926 PURLINGBROOK ST LIVONIA, MI	733.76 0.00	733.76 733.76
0000000179 043 01 0062 000 043 01 0062 000	SIDE	SHADEN/IKHLAS DABABNEE 17511 STAMWICH LIVONIA, MI	17511 STAMWICH ST LIVONIA, MI	576.03 0.00	576.03 576.03
0000000180 051 03 0051 000 051 03 0051 000	SIDE	PASQUALE JEAN R 16041 HARRISON LIVONIA, MI	16041 HARRISON LIVONIA, MI	329.16 0.00	329.16 329.16
0000000181 055 02 0148 005 055 02 0148 005	SIDE	AND - GLO ENTERTAINMEN 30950 FIVE MILE LIVONIA, MI	744 HUMMERSIDE CT COMMERCE TOWNSHIP, MI	1,300.50 0.00	1,300.50 1,300.50

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0000000182 060 01 0707 000 060 01 0707 000	SIDE	DESARLE LLC 32398 FIVE MILE LIVONIA, MI	32398 FIVE MILE LIVONIA, MI	572.00 0.00	572.00 572.00
0000000183 064 01 0245 000 064 01 0245 000	SIDE	WEST MICHIGAN FACILITI 15707 FARMINGTON LIVONIA, MI	950 VICTORS WAY STE 10 ANN ARBOR, MI	1,493.29 0.00	1,493.29 1,493.29
0000000184 064 01 0611 000 064 01 0611 000	SIDE	SMITH MARK/KARLA 15801 NORWICH LIVONIA, MI	15801 NORWICH ST LIVONIA, MI	301.65 0.00	301.65 301.65
0000000187 064 01 0719 000 064 01 0719 000	SIDE	GRADY STEVEN / STEPHAN 34006 HAMPSHIRE LIVONIA, MI	34006 HAMPSHIRE LIVONIA, MI	283.22 0.00	283.22 283.22
0000000188 061 02 0137 000 061 02 0137 000	SIDE	CARSELL STEPHEN/DIANE 16331 POLLYANNA LIVONIA, MI	16331 POLLYANNA ST LIVONIA, MI	543.32 0.00	543.32 543.32
0000000189 064 01 0592 000 064 01 0592 000	SIDE	GERALD-SUE HEMPHILL 16070 SOUTHAMPTON LIVONIA, MI	16070 SOUTHAMPTON ST LIVONIA, MI	283.22 0.00	283.22 283.22
0000000190 061 02 0057 000 061 02 0057 000	SIDE	MICHAEL ROBINS 33615 WOOD LIVONIA, MI	33615 WOOD ST LIVONIA, MI	346.80 0.00	346.80 346.80
0000000191 067 01 0110 006 067 01 0110 006	SIDE	COMERICA 36700 FIVE MILE LIVONIA, MI	2800 POST OAK BLVD STE HOUSTON, TX	492.71 0.00	492.71 492.71
0000000192 067 02 0164 003 067 02 0164 003	SIDE	MARISSA DIANE MESSER F 37340 FIVE MILE LIVONIA, MI	1 CVS DR MC 2320 WOONSOCKET, RI	2,780.57 0.00	2,780.57 2,780.57
0000000193 067 01 0070 000 067 01 0070 000	SIDE	KRAWCZYK COURTNEY 36544 KINGSBURY LIVONIA, MI	36544 KINGSBURY LIVONIA, MI	297.51 0.00	297.51 297.51
0000000194 068 02 0083 000 068 02 0083 000	SIDE	MARIOTTI JULIA / MICHA 15698 LEVAN LIVONIA, MI	15698 LEVAN RD LIVONIA, MI	101.02 0.00	101.02 101.02
0000000195 067 01 0050 000 067 01 0050 000	SIDE	BARTON PHILLIP 36523 MARLER LIVONIA, MI	36523 MARLER ST LIVONIA, MI	208.89 0.00	208.89 208.89
0000000196 067 01 0051 000 067 01 0051 000	SIDE	SHAMERI KAREN L 36535 MARLER LIVONIA, MI	36535 MARLER LIVONIA, MI	481.08 0.00	481.08 481.08
0000000197 066 03 0209 000 066 03 0209 000	SIDE	MOYER THERESA M / STUA 37202 MUNGER LIVONIA, MI	37202 MUNGER LIVONIA, MI	144.50 0.00	144.50 144.50
0000000198 067 04 0353 000 067 04 0353 000	SIDE	MC KENDRICK BARRY / QI 16008 NEWBURGH LIVONIA, MI	1426 WATSONS PLACE LAWRENCEVILLE, GA	158.25 0.00	158.25 158.25
0000000199 067 04 0354 000 067 04 0354 000	SIDE	SELASKY LEO D/PATRICI 16020 NEWBURGH LIVONIA, MI	16020 NEWBURGH RD LIVONIA, MI	162.68 0.00	162.68 162.68
0000000200 065 06 0209 000 065 06 0209 000	SIDE	LEWIS BENJAMIN / SANDY 16459 PARKLANE LIVONIA, MI	16459 PARKLANE LIVONIA, MI	292.84 0.00	292.84 292.84
0000000201 065 05 0101 000 065 05 0101 000	SIDE	STUART / CECILE SACKS 16567 PARKLANE LIVONIA, MI	16567 PARKLANE ST LIVONIA, MI	456.62 0.00	456.62 456.62
0000000202 065 06 0210 000 065 06 0210 000	SIDE	MARK / SARAH LAVERY 16471 PARKLANE LIVONIA, MI	16471 PARKLANE ST LIVONIA, MI	1,538.76 0.00	1,538.76 1,538.76
0000000203 067 04 0183 000 067 04 0183 000	SIDE	ROY LEWIS K/MARY J 36407 RAYBURN LIVONIA, MI	36407 RAYBURN ST LIVONIA, MI	306.34 0.00	306.34 306.34

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0000000204	SIDE	VINCENTE & JOSEFA RIGA	16884 RENWICK ST	798.72	798.72
066 02 0071 000		16884 RENWICK	LIVONIA, MI	0.00	798.72
066 02 0071 000		LIVONIA, MI			
0000000205	SIDE	SPECTACULAR DIMENSIONS	37184 BENNETT ST	144.50	144.50
066 02 0028 000		16887 RENWICK	LIVONIA, MI	0.00	144.50
066 02 0028 000		LIVONIA, MI			
0000000206	SIDE	DREW / KAREN ZUHLKE	16919 RENWICK ST	144.50	144.50
066 02 0029 000		16919 RENWICK	LIVONIA, MI	0.00	144.50
066 02 0029 000		LIVONIA, MI			
0000000207	SIDE	MIKITAROFF JODIE A	16947 RENWICK ST	1,099.53	1,099.53
066 02 0030 000		16947 RENWICK	LIVONIA, MI	0.00	1,099.53
066 02 0030 000		LIVONIA, MI			
0000000208	SIDE	WILKEN CHRIS	35536 SOUTHAMPTON ST	120.27	120.27
065 01 0127 000		35536 SOUTHAMPTON	LIVONIA, MI	0.00	120.27
065 01 0127 000		LIVONIA, MI			
0000000209	SIDE	WILLIAM/LAURIE RIZZOLO	36679 WHITCOMB ST	338.53	338.53
066 02 0049 000		36679 WHITCOMB	LIVONIA, MI	0.00	338.53
066 02 0049 000		LIVONIA, MI			
0000000210	SIDE	SALEEM MINSHED/SAMOAIL	15308 WILLIAMS ST	1,013.69	1,013.69
067 01 0022 000		15308 WILLIAMS	LIVONIA, MI	0.00	1,013.69
067 01 0022 000		LIVONIA, MI			
0000000211	SIDE	BRIAN R BOSMAN	15322 WILLIAMS ST	301.40	301.40
067 01 0021 000		15322 WILLIAMS	LIVONIA, MI	0.00	301.40
067 01 0021 000		LIVONIA, MI			
0000000212	SIDE	RONALD / BERNADINE DAN	35660 WOOD ST	150.28	150.28
065 01 0015 000		35660 WOOD	LIVONIA, MI	0.00	150.28
065 01 0015 000		LIVONIA, MI			
0000000213	SIDE	GIBBONS JAMES / GAYLE	15699 HIX ST	395.23	395.23
071 01 0167 000		15699 HIX	LIVONIA, MI	0.00	395.23
071 01 0167 000		LIVONIA, MI			
0000000214	SIDE	CRAFT JEFFREY	15839 S 38TH ST	132.93	132.93
069 03 0153 000		16574 HOUGHTON	PHOENIX, AZ	0.00	132.93
069 03 0153 000		LIVONIA, MI			
0000000216	SIDE	SHIRLEY CARMACK	37819 MALLORY DR	351.19	351.19
069 02 0012 000		37819 MALLORY	LIVONIA, MI	0.00	351.19
069 02 0012 000		LIVONIA, MI			
0000000218	SIDE	DOLUNT WILLIAM / ELIZA	16215 QUAKERTOWN LN	689.71	689.71
070 02 0265 000		16215 QUAKERTOWN	LIVONIA, MI	0.00	689.71
070 02 0265 000		LIVONIA, MI			
0000000219	SIDE	BRUCKER DOUGLAS E	16219 QUAKERTOWN	1,829.46	1,829.46
070 02 0264 000		16219 QUAKERTOWN	LIVONIA, MI	0.00	1,829.46
070 02 0264 000		LIVONIA, MI			
0000000220	SIDE	DOOT MABLE/DOMINIC	38804 ROYCROFT ST	417.78	417.78
071 01 0094 000		38804 ROYCROFT	LIVONIA, MI	0.00	417.78
071 01 0094 000		LIVONIA, MI			
0000000221	SIDE	C.M. REAL ESTATE DEV L	7071 ORCHARD LAKE RD S	1,051.96	1,051.96
069 04 0001 000		37677 PROFESSIONAL CTR	WEST BLOOMFIELD, MI	0.00	1,051.96
069 04 0001 000		LIVONIA, MI			
0000000222	SIDE	MORSE/ARMA BROWN	15565 STONEHOUSE CIR	525.40	525.40
072 03 0100 000		15565 STONEHOUSE	LIVONIA, MI	0.00	525.40
072 03 0100 000		LIVONIA, MI			
0000000224	SIDE	TOSHI NICA/ALEKSANDER	16005 SWATHMORE LN	144.50	144.50
070 02 0274 000		16005 SWATHMORE	LIVONIA, MI	0.00	144.50
070 02 0274 000		LIVONIA, MI			
0000000225	SIDE	BOGART GEORGE	15724 SWATHMORE CT S	1,350.24	1,350.24
070 02 0211 000		15724 SWATHMORE	LIVONIA, MI	0.00	1,350.24
070 02 0211 000		LIVONIA, MI			
0000000226	SIDE	MICHAEL / MICHELE BELC	14789 BASSETT ST	151.92	151.92
074 05 0014 000		14789 BASSETT	LIVONIA, MI	0.00	151.92
074 05 0014 000		LIVONIA, MI			

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0000000227 074 05 0015 000 074 05 0015 000	SIDE	CIOCH KEVIN/SANDRA 14815 BASSETT LIVONIA, MI	14815 BASSETT ST LIVONIA, MI	151.92 0.00	151.92 151.92
0000000228 073 03 0413 000 073 03 0413 000	SIDE	HARRIER PHILIP / THERE 14609 BLUE SKIES LIVONIA, MI	14609 BLUE SKIES LIVONIA, MI	462.09 0.00	462.09 462.09
0000000230 075 02 0318 000 075 02 0318 000	SIDE	WILLIAM WU 14339 HIX LIVONIA, MI	14339 HIX ST LIVONIA, MI	208.08 0.00	208.08 208.08
0000000231 074 01 0628 000 074 01 0628 000	SIDE	HARTMAN JR RICHARD 14911 HIX LIVONIA, MI	14911 HIX LIVONIA, MI	151.92 0.00	151.92 151.92
0000000232 076 03 1004 000 076 03 1004 000	SIDE	OSEN ERIC/AMANDA 14051 HOUGHTON LIVONIA, MI	14051 HOUGHTON ST LIVONIA, MI	92.48 0.00	92.48 92.48
0000000233 073 01 0020 000 073 01 0020 000	SIDE	GROSH CARLEY 37630 HOWELL LIVONIA, MI	37630 HOWELL LIVONIA, MI	158.25 0.00	158.25 158.25
0000000234 073 01 0044 000 073 01 0044 000	SIDE	JOHN WRIGHT 37510 JAMISON LIVONIA, MI	37510 JAMISON ST LIVONIA, MI	605.50 0.00	605.50 605.50
0000000235 073 01 0054 000 073 01 0054 000	SIDE	STEWART KENNETH W 37718 JAMISON LIVONIA, MI	37718 JAMISON ST LIVONIA, MI	164.58 0.00	164.58 164.58
0000000238 080 09 0002 000 080 09 0002 000	SIDE	SZYMANSKI KEITH R/SHER 36100 ALLEN LIVONIA, MI	36100 ALLEN ST LIVONIA, MI	352.58 0.00	352.58 352.58
0000000239 077 08 0063 000 077 08 0063 000	SIDE	OFFMAN FAITH M / STEPH 36230 BARKLEY LIVONIA, MI	36230 BARKLEY LIVONIA, MI	162.68 0.00	162.68 162.68
0000000240 080 02 0130 000 080 02 0130 000	SIDE	PIERSON RASHONDA Y 35636 GRENNADA LIVONIA, MI	35636 GRENNADA LIVONIA, MI	158.25 0.00	158.25 158.25
0000000241 080 02 0129 000 080 02 0129 000	SIDE	MARX AARON 35638 GRENNADA LIVONIA, MI	35638 GRENNADA ST LIVONIA, MI	151.92 0.00	151.92 151.92
0000000243 080 02 0068 000 080 02 0068 000	SIDE	HENN HELGA I 35685 MIDDLEBORO LIVONIA, MI	35685 MIDDLEBORO ST LIVONIA, MI	150.28 0.00	150.28 150.28
0000000244 080 02 0027 000 080 02 0027 000	SIDE	HANSEN MARY L 14442 PARK LIVONIA, MI	14442 PARK ST LIVONIA, MI	144.50 0.00	144.50 144.50
0000000245 080 02 0026 000 080 02 0026 000	SIDE	JAMES R MALZONE 14448 PARK LIVONIA, MI	14448 PARK ST LIVONIA, MI	109.82 0.00	109.82 109.82
0000000246 083 04 0036 000 083 04 0036 000	SIDE	GOHL JENNIFER / AARON 14124 ASHURST LIVONIA, MI	14124 ASHURST LIVONIA, MI	183.57 0.00	183.57 183.57
0000000250 084 99 0015 000 084 99 0015 000	SIDE	CHRIST OUR SAVIOR LUTH 14175 FARMINGTON LIVONIA, MI	14175 FARMINGTON RD LIVONIA, MI	2,311.57 0.00	2,311.57 2,311.57
0000000251 081 99 0019 001 081 99 0019 001	SIDE	BRIGHT HOUSE NETWORKS 14525 FARMINGTON LIVONIA, MI	P.O. BOX 7467 CHARLOTTE, NC	3,166.15 0.00	3,166.15 3,166.15
0000000252 083 04 0093 000 083 04 0093 000	SIDE	BASS NORA LAWSON JR 34512 PINEHURST LIVONIA, MI	34512 PINEHURST LIVONIA, MI	1,103.98 0.00	1,103.98 1,103.98
0000000253 083 04 0092 000 083 04 0092 000	SIDE	THOMAS E SNABB 34546 PINEHURST LIVONIA, MI	34546 PINEHURST DR LIVONIA, MI	291.74 0.00	291.74 291.74

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0000000254 083 03 0034 000 083 03 0034 000	SIDE	SMITH CHRISTOPHER/FLAT 14270 RIVERSIDE LIVONIA, MI	14270 RIVERSIDE ST LIVONIA, MI	329.46 0.00	329.46 329.46
0000000255 083 03 0047 000 083 03 0047 000	SIDE	BEAUCHAMP MARI 14458 RIVERSIDE LIVONIA, MI	14458 RIVERSIDE ST LIVONIA, MI	139.26 0.00	139.26 139.26
0000000256 082 06 0029 000 082 06 0029 000	SIDE	COLOMBO KEVIN A/VICTOR 14693 RIVERSIDE LIVONIA, MI	14693 RIVERSIDE ST LIVONIA, MI	762.96 0.00	762.96 762.96
0000000257 109 01 0038 001 109 01 0038 001	SIDE	DIVERSIFIED FUELS PROP 33430 SCHOOLCRAFT LIVONIA, MI	1 WEST JEFFERSON TRENTON, MI	1,124.74 0.00	1,124.74 1,124.74
0000000258 086 99 0002 000 086 99 0002 000	SIDE	LIVONIA FAIRFIELD APAR 15083 FAIRFIELD LIVONIA, MI	30718 COUNTRY RIDGE CI FARMINGTON HILLS, MI	468.42 0.00	468.42 468.42
0000000260 087 99 0001 000 087 99 0001 000	SIDE	DTE ELECTRIC CO 13960 FARMINGTON LIVONIA, MI	PO BOX 33017 DETROIT, MI	416.16 0.00	416.16 416.16
0000000262 087 01 0005 000 087 01 0005 000	SIDE	JOHN S PRZYTULSKI 14050 FARMINGTON LIVONIA, MI	14050 FARMINGTON RD LIVONIA, MI	427.72 0.00	427.72 427.72
0000000263 087 01 0003 003 087 01 0003 003	SIDE	CRAWFORD BRANDON / CHR 14074 FARMINGTON LIVONIA, MI	14074 FARMINGTON LIVONIA, MI	144.50 0.00	144.50 144.50
0000000264 087 01 0002 002 087 01 0002 002	SIDE	LOUIS / PAMELA CONTI 14132 FARMINGTON LIVONIA, MI	14132 FARMINGTON RD LIVONIA, MI	144.50 0.00	144.50 144.50
0000000265 087 01 0001 003 087 01 0001 003	SIDE	FISCHER DAVID / MONICA 14154 FARMINGTON LIVONIA, MI	14154 FARMINGTON LIVONIA, MI	308.53 0.00	308.53 308.53
0000000266 087 04 0327 000 087 04 0327 000	SIDE	HORVAT JR. JOHN F 14226 FARMINGTON LIVONIA, MI	14226 FARMINGTON RD LIVONIA, MI	213.86 0.00	213.86 213.86
0000000267 087 04 0328 000 087 04 0328 000	SIDE	KENNETH / LORI SMITH 14234 FARMINGTON LIVONIA, MI	14234 FARMINGTON RD LIVONIA, MI	86.70 0.00	86.70 86.70
0000000268 087 03 0014 000 087 03 0014 000	SIDE	LONG DOUGLAS/TERESA 14250 FARMINGTON LIVONIA, MI	14250 FARMINGTON RD LIVONIA, MI	144.50 0.00	144.50 144.50
0000000269 087 03 0013 000 087 03 0013 000	SIDE	HEISE KYLE / LARISSA 14256 FARMINGTON LIVONIA, MI	14256 FARMINGTON LIVONIA, MI	474.75 0.00	474.75 474.75
0000000270 087 03 0011 000 087 03 0011 000	SIDE	RUGG SHEILA 14280 FARMINGTON LIVONIA, MI	14280 FARMINGTON RD LIVONIA, MI	289.00 0.00	289.00 289.00
0000000271 087 03 0010 000 087 03 0010 000	SIDE	ODONOHUE FRANCIS 14304 FARMINGTON LIVONIA, MI	14304 FARMINGTON RD LIVONIA, MI	940.99 0.00	940.99 940.99
0000000272 087 03 0008 000 087 03 0008 000	SIDE	LINDERMAN BARBARA/HARR 14308 FARMINGTON LIVONIA, MI	14308 FARMINGTON RD LIVONIA, MI	151.92 0.00	151.92 151.92
0000000273 087 03 0007 000 087 03 0007 000	SIDE	DIANE EICKHOFF 14360 FARMINGTON LIVONIA, MI	14360 FARMINGTON RD LIVONIA, MI	1,346.94 0.00	1,346.94 1,346.94
0000000274 087 03 0006 000 087 03 0006 000	SIDE	CHECHLOWSKI KALLIE L 14372 FARMINGTON LIVONIA, MI	14372 FARMINGTON LIVONIA, MI	453.58 0.00	453.58 453.58
0000000275 087 03 0005 000 087 03 0005 000	SIDE	STEPHEN & ROSEMARY SNO 14384 FARMINGTON LIVONIA, MI	14384 FARMINGTON RD LIVONIA, MI	455.76 0.00	455.76 455.76

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0000000276 088 99 0008 001 088 99 0008 001	SIDE	MICHIGAN MUNICIPAL RIS 14001 MERRIMAN LIVONIA, MI	14001 MERRIMAN RD LIVONIA, MI	2,314.69 0.00	2,314.69 2,314.69
0000000278 087 05 0477 000 087 05 0477 000	SIDE	ROBERTSON MICHAEL/LESL 33135 SCONE LIVONIA, MI	33135 SCONE ST LIVONIA, MI	433.50 0.00	433.50 433.50
0000000279 088 01 0050 000 088 01 0050 000	SIDE	PETERSEN JOYCE 31761 SUMMERS LIVONIA, MI	35512 LARK HARBOR CT FARMINGTON, MI	1,331.59 0.00	1,331.59 1,331.59
0000000280 087 04 0339 000 087 04 0339 000	SIDE	MILAN DEVIN / KARAH 33259 SUMMERS LIVONIA, MI	33259 SUMMERS LIVONIA, MI	560.66 0.00	560.66 560.66
0000000281 092 04 0166 002 092 04 0166 002	SIDE	RAISCH KEITH/DEBORAH R 29694 EDWARD LIVONIA, MI	29694 EDWARD PL LIVONIA, MI	448.34 0.00	448.34 448.34
0000000285 089 02 0101 000 089 02 0101 000	SIDE	CLOTHIER ROBERT / JEN 29522 LORI LIVONIA, MI	29522 LORI LIVONIA, MI	1,087.98 0.00	1,087.98 1,087.98
0000000286 092 06 0005 000 092 06 0005 000	SIDE	GORIA TAMARA 14000 MELVIN LIVONIA, MI	14000 MELVIN ST LIVONIA, MI	132.94 0.00	132.94 132.94
0000000287 092 06 0006 000 092 06 0006 000	SIDE	DEGUISE JAMES/DEBORAH 14028 MELVIN LIVONIA, MI	14028 MELVIN ST LIVONIA, MI	138.72 0.00	138.72 138.72
0000000288 092 07 0303 000 092 07 0303 000	SIDE	MUSA MOUSSA 30230 OAKVIEW LIVONIA, MI	30230 OAKVIEW LIVONIA, MI	1,161.78 0.00	1,161.78 1,161.78
0000000289 094 01 0215 002 094 01 0215 002	SIDE	NOWAK DARREN/LAURA 15101 HALLER LIVONIA, MI	15101 HALLER ST LIVONIA, MI	334.68 0.00	334.68 334.68
0000000290 094 01 0214 000 094 01 0214 000	SIDE	BARBARA MATESTIC 15109 HALLER LIVONIA, MI	15109 HALLER ST LIVONIA, MI	69.36 0.00	69.36 69.36
0000000291 094 01 0206 001 094 01 0206 001	SIDE	SANDERS FAYE 15193 HALLER LIVONIA, MI	15193 HALLER LIVONIA, MI	619.54 0.00	619.54 619.54
0000000292 095 02 0088 002 095 02 0088 002	SIDE	KAZAN ELIE 28646 JACQUELYN LIVONIA, MI	53667 SHOAL CREEK RD SOUTH LYON, MI	308.53 0.00	308.53 308.53
0000000293 095 02 0041 000 095 02 0041 000	SIDE	SCHLOZ ALISON M 28709 JACQUELYN LIVONIA, MI	28709 JACQUELYN LIVONIA, MI	1,717.15 0.00	1,717.15 1,717.15
0000000294 095 02 0040 000 095 02 0040 000	SIDE	ENGLAND BRETT A 28723 JACQUELYN LIVONIA, MI	28723 JACQUELYN DR LIVONIA, MI	706.77 0.00	706.77 706.77
0000000295 095 02 0038 000 095 02 0038 000	SIDE	CEBULSKI ROGER/DEBORAH 28747 JACQUELYN LIVONIA, MI	28747 JACQUELYN DR LIVONIA, MI	341.82 0.00	341.82 341.82
0000000296 095 06 0001 000 095 06 0001 000	SIDE	RICHARD & JUDY LONG 29291 LYNDON LIVONIA, MI	29291 LYNDON ST LIVONIA, MI	582.10 0.00	582.10 582.10
0000000297 093 01 0063 003 093 01 0063 003	SIDE	SINGH GURDIAL/MANPREET 27453 MEADOWBROOK LIVONIA, MI	27453 MEADOWBROOK ST LIVONIA, MI	158.25 0.00	158.25 158.25
0000000298 094 01 0182 000 094 01 0182 000	SIDE	DANIEL CRIPE 15102 PADEREWSKI LIVONIA, MI	15102 PADEREWSKI ST LIVONIA, MI	849.66 0.00	849.66 849.66
0000000299 094 01 0183 002 094 01 0183 002	SIDE	POMERVILLE JULIE / STE 15116 PADEREWSKI LIVONIA, MI	15116 PADEREWSKI LIVONIA, MI	458.81 0.00	458.81 458.81

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0000000300 095 08 0024 000 095 08 0024 000	SIDE	PNC BANK 29241 PERTH LIVONIA, MI	3217 S DECKER LAKE DR SALT LAKE CITY, UT	427.72 0.00	427.72 427.72
0000000301 095 08 0046 000 095 08 0046 000	SIDE	WILDEY BRIAN 29250 PERTH LIVONIA, MI	29250 PERTH LIVONIA, MI	177.24 0.00	177.24 177.24
0000000307 122 03 0109 000 122 03 0109 000	SIDE	BLEVINS ALEXANDRIA 38559 ORANGELAWN LIVONIA, MI	38559 ORANGELAWN LIVONIA, MI	183.57 0.00	183.57 183.57
0000000309 127 04 0057 000 127 04 0057 000	SIDE	STEPHEN / NANCY LEWIS 36245 HEES LIVONIA, MI	36245 HEES ST LIVONIA, MI	183.57 0.00	183.57 183.57
0000000310 127 01 0008 000 127 01 0008 000	SIDE	LEE JOSH C 36462 JOANNE LIVONIA, MI	37814 NORTHLAND ST LIVONIA, MI	144.50 0.00	144.50 144.50
0000000311 127 01 0076 000 127 01 0076 000	SIDE	KLING CHELSEY 36545 JOANNE LIVONIA, MI	36545 JOANNE LIVONIA, MI	433.50 0.00	433.50 433.50
0000000313 128 02 0006 000 128 02 0006 000	SIDE	RUSSELL EQUITIES LLC 8996 PARENT LIVONIA, MI	46567 SHAMROCK LN PLYMOUTH, MI	433.50 0.00	433.50 433.50
0000000314 133 03 0893 002 133 03 0893 002	SIDE	KOET MATTHEW 9840 ARDEN LIVONIA, MI	9840 ARDEN LIVONIA, MI	184.96 0.00	184.96 184.96
0000000316 133 02 0461 003 133 02 0461 003	SIDE	NILES TIMOTHY / LILA 11013 BERWICK LIVONIA, MI	11013 BERWICK LIVONIA, MI	231.20 0.00	231.20 231.20
0000000317 136 02 0282 000 136 02 0282 000	SIDE	JUDITH STOKFISZ 9139 IDAHO LIVONIA, MI	9139 IDAHO ST LIVONIA, MI	308.53 0.00	308.53 308.53
0000000319 134 05 1864 002 134 05 1864 002	SIDE	HERTLEIN DEANNA M 9828 WESTMORE LIVONIA, MI	9828 WESTMORE ST LIVONIA, MI	308.53 0.00	308.53 308.53
0000000321 139 01 0076 000 139 01 0076 000	SIDE	COUSINO SUZANNE/GARIE 30589 GRANDON LIVONIA, MI	30589 GRANDON ST LIVONIA, MI	92.48 0.00	92.48 92.48
0000000322 139 05 0005 000 139 05 0005 000	SIDE	KENNETH NESTICO 8891 HENRY RUFF LIVONIA, MI	8891 HENRY RUFF RD LIVONIA, MI	151.92 0.00	151.92 151.92
0000000323 138 02 0101 000 138 02 0101 000	SIDE	DESHANO BRITTNEY JUNE 9903 MILBURN LIVONIA, MI	9903 MILBURN LIVONIA, MI	429.36 0.00	429.36 429.36
0000000324 140 02 0252 000 140 02 0252 000	SIDE	MICHAEL DAWN 29591 MINTON LIVONIA, MI	29591 MINTON LIVONIA, MI	1,023.06 0.00	1,023.06 1,023.06
0000000325 141 03 0411 000 141 03 0411 000	SIDE	MYERS JAMES/NANCY 9881 CLEMENTS CIRCLE E LIVONIA, MI	9881 E CLEMENTS CIR LIVONIA, MI	158.25 0.00	158.25 158.25
0000000327 141 03 0408 000 141 03 0408 000	SIDE	GORDEN FRANK/CHRISTINE 9911 CLEMENTS CIRCLE E LIVONIA, MI	9911 E CLEMENTS CIR LIVONIA, MI	34.65 0.00	34.65 34.65
0000000329 143 05 0248 000 143 05 0248 000	SIDE	ROBERT WOJCIK 29032 GRANDON LIVONIA, MI	29032 GRANDON ST LIVONIA, MI	161.84 0.00	161.84 161.84
0000000330 143 02 0037 000 143 02 0037 000	SIDE	RUSSELL / MONICA CROSBY 28936 HATHAWAY LIVONIA, MI	28936 HATHAWAY LIVONIA, MI	158.25 0.00	158.25 158.25
0000000331 144 99 0093 000 144 99 0093 000	SIDE	PAIGE CLARENCE A 27648 JOY LIVONIA, MI	27648 JOY RD LIVONIA, MI	1,929.91 0.00	1,929.91 1,929.91

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0000000332 074 02 1142 000 074 02 1142 000	SIDE	LANDSTROM DANIEL L 38958 DONALD LIVONIA, MI	38958 DONALD LIVONIA, MI	92.48 0.00	92.48 92.48
0000000334 015 02 0117 000 015 02 0117 000	SIDE	NICHOLSON MICHAEL K 34724 FAIRFAX LIVONIA, MI	34724 FAIRFAX LIVONIA, MI	1,861.16 0.00	1,861.16 1,861.16
0000000335 031 02 0202 000 031 02 0202 000	SIDE	BRANCHEAU JAMES & BETH 36672 CURTIS LIVONIA, MI	36672 CURTIS RD LIVONIA, MI	306.34 0.00	306.34 306.34
0000000336 030 04 0149 000 030 04 0149 000	SIDE	BEZZINA CHARLES A 37211 CURTIS LIVONIA, MI	37211 CURTIS RD LIVONIA, MI	126.60 0.00	126.60 126.60
0000000337 073 01 0022 000 073 01 0022 000	SIDE	KURSA ALAN 37654 HOWELL LIVONIA, MI	37654 HOWELL LIVONIA, MI	158.25 0.00	158.25 158.25
0000000339 072 03 0012 000 072 03 0012 000	SIDE	DAVIS VERONICA / SHELL 15383 SUSANNA LIVONIA, MI	15383 SUSANNA LIVONIA, MI	326.97 0.00	326.97 326.97
0000000340 090 99 0002 001 090 99 0002 001	SIDE	LIVONIA STATION LLC 30905 FIVE MILE LIVONIA, MI	11501 NORTHLAKE DR CINCINNATI, OH	4,253.43 0.00	4,253.43 4,253.43
0000000341 095 08 0053 000 095 08 0053 000	SIDE	DONALD MC DOUGALL 29148 PERTH LIVONIA, MI	29148 PERTH ST LIVONIA, MI	294.78 0.00	294.78 294.78
0000000342 095 08 0044 000 095 08 0044 000	SIDE	LEE PETER/DONNA 29274 PERTH LIVONIA, MI	29274 PERTH ST LIVONIA, MI	127.16 0.00	127.16 127.16
0000000343 043 01 0133 000 043 01 0133 000	SIDE	WALTER & CHERYL HENSON 17435 REXWOOD LIVONIA, MI	17435 REXWOOD ST LIVONIA, MI	177.24 0.00	177.24 177.24
0000000344 089 01 0083 002 089 01 0083 002	SIDE	YIM SUE 29661 FIVE MILE LIVONIA, MI	46375 PINEHURST DR NORTHVILLE, MI	150.28 0.00	150.28 150.28
0000000345 089 01 0085 000 089 01 0085 000	SIDE	A & M INVESTMENT GROUP 29707 FIVE MILE LIVONIA, MI	32555 GREENLAND CT LIVONIA, MI	164.58 0.00	164.58 164.58
0000000346 089 01 0086 000 089 01 0086 000	SIDE	STALEY CARL/ELIZABETH 29725 FIVE MILE LIVONIA, MI	29725 5 MILE RD LIVONIA, MI	601.09 0.00	601.09 601.09
0000000347 089 01 0087 000 089 01 0087 000	SIDE	ROPERTI THOMAS A FERI 29765 FIVE MILE LIVONIA, MI	29765 5 MILE RD LIVONIA, MI	837.54 0.00	837.54 837.54
0000000348 089 01 0089 000 089 01 0089 000	SIDE	TIMPF BRIAN 29779 FIVE MILE LIVONIA, MI	29779 5 MILE RD LIVONIA, MI	329.46 0.00	329.46 329.46
0000000349 089 01 0090 000 089 01 0090 000	SIDE	STEENBURG RICHARD 30015 FIVE MILE LIVONIA, MI	30015 5 MILE RD LIVONIA, MI	2,054.09 0.00	2,054.09 2,054.09
0000000350 075 01 0180 000 075 01 0180 000	SIDE	WHITE CHRISTINE 14386 HOUGHTON LIVONIA, MI	14386 HOUGHTON ST LIVONIA, MI	101.28 0.00	101.28 101.28
0000000351 095 08 0038 000 095 08 0038 000	SIDE	PATEL MANGUBHAI/RAJESH 29342 PERTH LIVONIA, MI	29342 PERTH ST LIVONIA, MI	189.90 0.00	189.90 189.90
0000000352 095 08 0036 000 095 08 0036 000	SIDE	MUESER ANDREW J 29345 PERTH LIVONIA, MI	29345 PERTH LIVONIA, MI	271.10 0.00	271.10 271.10
0000000354 069 03 0132 000 069 03 0132 000	SIDE	WILSON DANIEL / ANGELA 38026 MUNGER LIVONIA, MI	38026 MUNGER LIVONIA, MI	126.60 0.00	126.60 126.60

01/12/2021
11:16 AM

Billing Register
Population: All Records

Page: 16/17
DB: Sw2020

Invoices # Customer # Parcel #	Srv Code	Owner Prop. Address	Mailing Address	Amt. Chg. Pmts/Crdts	Amt. Billed Amt. Due
0000000355 092 02 0006 002 092 02 0006 002	SIDE	GERALD B STEBBINS 14029 MELVIN LIVONIA, MI	14029 MELVIN ST LIVONIA, MI	439.28 0.00	439.28 439.28
0000000356 025 04 0078 000 025 04 0078 000	SIDE	ABRAHAM XAVIER 18447 GLENGARRY LIVONIA, MI	18447 GLENGARRY LIVONIA, MI	898.33 0.00	898.33 898.33
0000000357 025 04 0077 000 025 04 0077 000	SIDE	HENRY / RANA SABA 18489 GLENGARRY LIVONIA, MI	18489 GLENGARRY DR LIVONIA, MI	335.24 0.00	335.24 335.24
0000000358 025 04 0076 000 025 04 0076 000	SIDE	KUJAWA DENNIS / LISA 18521 GLENGARRY LIVONIA, MI	18521 GLENGARRY DR LIVONIA, MI	994.12 0.00	994.12 994.12
0000000359 030 03 0044 000 030 03 0044 000	SIDE	MORRIS GARY 37395 KINGSBURN LIVONIA, MI	37395 KINGSBURN DR LIVONIA, MI	1,497.02 0.00	1,497.02 1,497.02
0000000361 030 03 0098 000 030 03 0098 000	SIDE	MORROW HAROLD/DELORES 37362 KINGSBURN LIVONIA, MI	37362 KINGSBURN CT LIVONIA, MI	150.28 0.00	150.28 150.28
0000000362 030 03 0099 000 030 03 0099 000	SIDE	JAAFAR ABRAHAM&ATARAD/ 37396 KINGSBURN LIVONIA, MI	37396 KINGSBURN LIVONIA, MI	2,236.86 0.00	2,236.86 2,236.86
0000000363 030 04 0157 000 030 04 0157 000	SIDE	HANOUTI GHALIB 18236 WESTCHESTER LIVONIA, MI	18236 WESTCHESTER DR LIVONIA, MI	1,236.92 0.00	1,236.92 1,236.92
0000000364 030 04 0102 000 030 04 0102 000	SIDE	BOYNTON LINDA M 18309 WESTCHESTER LIVONIA, MI	18309 WESTCHESTER LIVONIA, MI	277.44 0.00	277.44 277.44
0000000365 030 04 0103 000 030 04 0103 000	SIDE	VILLAJHERMOSA LYLE/ROC 18345 WESTCHESTER LIVONIA, MI	18345 WESTCHESTER DR LIVONIA, MI	138.72 0.00	138.72 138.72
0000000366 030 04 0104 000 030 04 0104 000	SIDE	DIEFENBACH LENARD/THER 18381 WESTCHESTER LIVONIA, MI	18381 WESTCHESTER DR LIVONIA, MI	156.06 0.00	156.06 156.06
0000000367 030 04 0106 000 030 04 0106 000	SIDE	SPURGIS CAROL LEE 18453 WESTCHESTER LIVONIA, MI	18453 WESTCHESTER DR LIVONIA, MI	138.72 0.00	138.72 138.72
0000000368 030 03 0066 000 030 03 0066 000	SIDE	BORGULA KATHLEEN / JAV 18553 WESTCHESTER LIVONIA, MI	18553 WESTCHESTER LIVONIA, MI	942.98 0.00	942.98 942.98
0000000369 003 99 0041 000 003 99 0041 000	SIDE	HOVIS STEVEN R/TINA 19465 BRENTWOOD LIVONIA, MI	19465 BRENTWOOD ST LIVONIA, MI	271.66 0.00	271.66 271.66
0000000370 031 02 0199 000 031 02 0199 000	SIDE	WATSON TONI/O'CONNOR S 36778 CURTIS LIVONIA, MI	36778 CURTIS RD LIVONIA, MI	177.24 0.00	177.24 177.24
0000000371 034 04 0020 000 034 04 0020 000	SIDE	RAYMOND & SUSAN STEINB 18809 GARY LIVONIA, MI	18809 GARY LN LIVONIA, MI	861.22 0.00	861.22 861.22
0000000372 065 02 0189 000 065 02 0189 000	SIDE	RICHARD A NIEHAUS 16361 WAYNE LIVONIA, MI	16361 WAYNE RD LIVONIA, MI	598.63 0.00	598.63 598.63
0000000373 095 08 0045 000 095 08 0045 000	SIDE	TERRY L-MAUREEN A WORD 29262 PERTH LIVONIA, MI	29262 PERTH ST LIVONIA, MI	208.89 0.00	208.89 208.89
0000000374 123 04 0167 000 123 04 0167 000	SIDE	DANIEL J. KINCZKOWSKI 38924 DOVER LIVONIA, MI	38924 DOVER ST LIVONIA, MI	253.20 0.00	253.20 253.20

Billing Items Summary

4"SW Totals	204 Billing Items	Item Amt. 93,387.46	Item Bal. 93,387.46
8"SW Totals	13 Billing Items	10,195.90	10,195.90

01/12/2021
11:16 AM

Billing Register
Population: All Records

Page: 17/17
DB: Sw2020

Invoices # Customer # Parcel #	SrvC Code	Owner Prop. Address	Mailing Address	Amt. Chg. Pmts/Crdts	Amt. Billed Amt. Due
6"SW Totals	183	Billing Items	51,282.50	51,282.50	
CITY Totals	162	Billing Items	0.00	0.00	
SAWCUT Totals	29	Billing Items	421.60	421.60	
H/O4" Totals	15	Billing Items	8,785.60	8,785.60	
H/O6" Totals	12	Billing Items	2,902.31	2,902.31	
R4-6"C Totals	2	Billing Items	48.40	48.40	
=====					
TOTALS	319	Invoices		167,023.77 0.00	0.00 167,023.77

Minutes of the April 27, 2020 Regular Meeting

SIDEWALKS

(Engineering)

Acceptance of offer of Rotondo Construction Corp. for completing all work required in connection with the 2020 Sidewalk Replacement Program (Contract 20-G) for a total amount not to exceed \$696,531.28, which includes \$7,500.00 payable to Precision Concrete Inc., for the saw cutting portion of the project.

#123-20 RESOLVED, that having considered a communication from the City Engineer, dated March 18, 2020, submitted pursuant to Council Resolution 84-20, adopted on March 11, 2020, which bears the signature of the Director of Finance, is approved by the Director of Public Works, and approved for submission by the Mayor, to which is attached a list of prices for various items needed for the 2020 round of sidewalk repairs, the Council does hereby authorize and accept the unit price bid of Rotondo Construction Corporation, 38807 Ann Arbor Road, Suite 2, Livonia, Michigan 48150, for completing all work required in connection with the 2020 Sidewalk Replacement Program (Contract 20-G) and agreed upon inspector days of 60 based upon the Engineering Division's estimate of units involved and subject to a final payment based upon the actual units completed in accordance with the unit prices accepted herein, for a total amount not to exceed \$696,531.28, which includes a 10% administrative fee (\$63,321.03), the contract amount of \$625,710.25, and the saw cutting portion of the project (\$7,500.00), which will be handled by and paid to Precision Concrete, Inc., said estimated cost and unit prices having been in fact the lowest bid received and meets all specifications, including Rotondo Construction Corporation winning the City's competitive bids in 2006-2011 and again in 2013-2019; FURTHER, the Council does hereby authorize a payment in an amount not to exceed \$625,710.25 payable to Rotondo Construction Corporation, 38807 Ann Arbor Road, Suite 2, Livonia, Michigan 48150, based upon the bid unit prices and said amount to be adjusted based upon the quantities of work completed; FURTHER, the Council does hereby authorize a payment in an amount not to exceed \$7,500.00 payable to Precision Concrete Inc., 1896 Goldeneye Drive, Holland, Michigan 49424 for the saw cutting portion of the contract; FURTHER, the Council does hereby authorize an advance in the amount of \$201,881.01 (single lot assessments portion of the program) from the Road, Sidewalk and Tree Fund with the provision that this fund be reimbursed from that portion of the project which is to be financed by special assessment at such time as funds are subsequently received from the payment of bills as assessments by affected property owners; FURTHER, the Council does hereby authorize an expenditure in the amount of \$6,200.00 from funds budgeted in Account No. 202-451-977-010 (Major Road – Distributed Sidewalk Cost) and \$75,000.00 from funds budgeted in Account No. 203-451-977-010 (Local Road- Distributed Sidewalk Cost) to cover the costs related to the construction or reconstruction of handicap ramps at major and local roads; FURTHER, the Council does hereby authorize an expenditure in the amount of \$53,000.00 from the Unexpended Fund Balance of the Water and Sewer Fund for sidewalk work adjacent to and including water and storm and sanitary sewer structure repairs; FURTHER, the Council does hereby authorize an expenditure in the amount of \$360,450.27 to repair sidewalks heaved by tree roots from funds budgeted in the Road, Sidewalk and Tree Fund (Account No. 204-441-977-010 Contractual Service Sidewalk) for the 2020 Sidewalk Repairs; and the City Engineer is hereby authorized to

April 27, 2020

Minutes of the April 27, 2020 Regular Meeting

approve minor adjustments in the work as it becomes necessary but this authorization does not entitle the City Engineer to authorize any increase in the not to exceed amount or to contract with other parties; and the Mayor and City Clerk are hereby authorized to execute a contract, approved as to form and substance by the Department of Law, for and on behalf of the City of Livonia with the aforesaid bidder and to do all other things necessary or incidental to the full performance of this resolution.

April 27, 2020

CONSENT AGENDA ITEMS (Regular Meeting of April 27, 2020)

Motion by: Toy

Seconded by: Donovic

ROLL CALL:

Ayes: McCullough, Donovic, Jolly, Toy, Bahr, White, McIntyre

Nays: None

Absent: None



REPORT TO THE LIVONIA CITY COUNCIL

Planning
January 26, 2021

MEETING DATE

February 8, 2021

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

REQUEST TO ENTER INTO A DEVELOPMENT AGREEMENT WITH LIVONIA WEST COMMERCE CENTER 2, LLC: Department of Planning, re: for providing certain terms and conditions on the re-use and maintenance of 12950 Eckles Road, pursuant to authorization established by Revitalizing Auto Communities Environmental Response (RACER) Trust under a Settlement Agreement in U.S. Bankruptcy Court. (CR 379-20)

BACKGROUND

RECOMMENDATION

FISCAL CONSIDERATION

ATTACHMENTS

1. S012521 Req to enter agr with Livonia West Commerce Center 2 - 12950 Eckles - Minutes
2. Development Agreement, Ashley Capital re Livonia West Commerce Center
3. R121420 Approval of revised Brownfield Plan for the Livonia West Commerce Center 2 Redev 12950 and 13100 Eckles Road CR 379-20

APPROVED BY

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 25, 2021**

- 15) REQUEST TO ENTER INTO A DEVELOPMENT AGREEMENT WITH LIVONIA WEST COMMERCE CENTER 2, LLC: Department of Planning, re: for providing certain terms and conditions on the re-use and maintenance of 12950 Eckles Road, pursuant to authorization established by Revitalizing Auto Communities Environmental Response (RACER) Trust under a Settlement Agreement in U.S. Bankruptcy Court. (CR 379-20)

Mark Taormina, Director of Planning and Economic Development, presented this request to Council. He stated this proposed development agreement between the City and Ashley Capital is a requirement. As you know, Ashley is purchasing the last remaining parcel of what was the former GM Trim and Bumper Plant located at Amhrein and Eckles Road. This agreement is a condition prior to the closing of that property and the sale pursuant to the Trust Agreement that you mentioned. The Agreement is basically an endorsement by the community just to help ensure that the redevelopment and reuse of the property is consistent with the City's goals, mainly with respect to job creation, blight reduction, investment, remediation and some other factors. Similar agreements were done in connection with the sale and the redevelopment of the other RACER Trust properties here in the City. That includes the acreage of the site that is now Amazon, Republic National Distributing Company, as well as the former GM Powertrain Plant on Plymouth Road. This Agreement has been reviewed by the City Law Department and I believe Mr. Kyle Morton is here to answer any questions you may have.

Councilmember Toy offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



opportunity into value

New York ■ Detroit ■ Chicago ■ Atlanta

January 7, 2021

Livonia City Council
33000 Civic Center Drive
Livonia, MI 48154

Honorable Members of the City Council,

Ashley Capital, LLC, through its related entity, Livonia West Commerce Center 2, LLC, plans to purchase and re-develop the vacant industrial property located at 12950 Eckles Road, currently owned by the RACER Trust.

Our focus is on creating an industrial development that will bring jobs and economic activity to Livonia.

Attached are three (3) copies of a proposed Development Agreement with the City of Livonia for your consideration. We have submitted this document and it was approved by Mark Taormina and the legal department at the City of Livonia.

We ask that you schedule this for review and approval at your next City Council meeting.

I or another representative from Ashley Capital will be available to answer any questions that you may have at the meeting and, of course, should you require any information prior to then, please contact me at the number below.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kyle Morton'.

Kyle Morton
Vice President

cc: Mark Taormina, Department of Planning and Economic Development
Susan Harvey, Ashley Capital

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), effective _____, 2021 (the "Effective Date"), is by LIVONIA WEST COMMERCE CENTER 2, LLC, a Michigan limited liability company ("Developer"), the address of which is 2575 S. Haggerty Road, Suite 500, Canton, Michigan 48188, and the CITY OF LIVONIA (the "City"), the address of which 33000 Civic Center Drive, Livonia, Michigan 48154.

RECITALS:

A. On the Effective Date, Developer acquired approximately 19 acres of improved real property (the "Property") located in the City of Livonia, Wayne County, Michigan, as more fully described on Exhibit A attached hereto and commonly known as 12950 Eckles Road.

B. Developer intends to use the Property for non-residential redevelopment uses ("Intended Use"), as are defined under applicable Environmental Laws (as defined herein).

C. By entering into this Agreement, Developer and the City desire to set forth the parties' obligations with respect to the Property.

D. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in Section 11 of the Agreement.

IT IS AGREED as follows:

1. Intended Use. The Property may be used only for the Intended Use and for no other purpose. It is the intention of Developer (but not the obligation of Developer) to: (a) cooperate with the activities of the REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST, a trust formed under the laws of the State of New York (the "RACER Trust") related to resolution of environmental matters; (b) re-use the Property to generate tax revenue; (c) re-use the entire Property with a development focus on a single-tenant or multi-tenant industrial park facility with possible manufacturing and / or warehouse(s) sites resulting in a targeted total investment between \$20,000,000 and \$30,000,000 on the Property (however, in the event a principal user located on the Property ultimately uses less than the entire

Property, Developer will work with the City to identify and attract a user(s) for the balance of the Property); (d) provide diversification of the City's economic and job creation base by exploring other potential uses, including but not limited to municipal, institutional or other uses considered by the City to be beneficial for the community and the immediate area; and (e) create as many jobs as possible with a goal of creating 185 jobs during the life of the development. Development of the Property could begin as early as 2021. Any modifications required at, in, on, or below the Property to accommodate such Intended Use, are the sole obligation of Developer (at the time of such activities), and shall be conducted at Developer's sole expense, and shall be in accordance with all governing ordinances and required approvals of the City. Nothing contained in this Agreement shall restrict or prohibit the development of the Property for any Intended Use, or the construction or installation of improvements thereon in connection therewith (including, without limitation, commercial buildings, driveways, roads, parking areas and/or Utilities) (the "Development Activities"), so long as and on condition that any such Development Activities do not violate any Restrictions or other prohibitions or requirements contained in this Agreement, under any Environmental Laws. Intended Use shall not include the uses described in Exhibit B attached hereto and made a part hereof.

2. Hazardous Substances. Developer shall not "treat," "store," "dispose" or Release any Hazardous Substances, on, at, or below the Property, in a manner that would require a permit under Environmental Laws" except pursuant to a plan approved in writing by the Agency and the RACER Trust. Notwithstanding the foregoing, Developer is not responsible for Pre-Existing Environmental Conditions, except as otherwise provided in the Purchase and Sale Agreement between Developer and RACER Properties, LLC.

3. Groundwater. The use of groundwater at, in, or under the Property by any person or entity for any purpose, including potable and non-potable uses, shall be strictly prohibited. No wells or other devices to extract groundwater for consumption, irrigation, or any other use may be drilled, constructed or placed in, on or at the Property, except for those Remediation Systems installed or used by or on behalf of the RACER Trust in connection with any Environmental Actions. Short-term dewatering for construction

purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable Environmental Laws and does not cause or result in a new Release, exacerbation of any Pre-existing Environmental Condition, or any other violation of Environmental Laws.

4. Marketing Efforts. Developer will use good faith efforts to market and reposition the Property. The City will assist in the marketing of the Property, and in identifying potential users.

5. Incentives. Developer and the City will cooperate with each other to attempt to secure any applicable county, state and federal economic incentives in order to attract ultimate users to the Property consistent with the objectives expressed herein. If the City approves a tax increment financing plan for the site (the "Brownfield Plan"), certain eligible development costs shall be reimbursed to Developer in accordance with the Brownfield Plan. However, this Agreement shall not obligate the City to offer or authorize any or all tax incentives sought by Developer or any users of the Property.

6. Utilities. To the extent economically practicable (in Developer's reasonable judgment), Developer will preserve the respective utilities and infrastructure currently on or serving the Property, including but not limited to the sanitary sewage treatment facility, electrical service, railway and the respective storm water management, and Developer will coordinate its efforts with the City.

7. Maintenance. Developer shall maintain the Property in accordance with all applicable Laws and Ordinances of the City.

8. Inspections and Permitting. To the extent applicable, Developer shall fully comply with Title 15 of the Livonia Code of all Codes and Ordinances related to buildings and construction, including Chapter 15.51, vacant and abandoned structures, and Chapter 15.56, permits and inspection fees.

9. Tax Abatements. In the event that any real property tax abatements are approved by the City and State Tax Commission, any recipient of the tax abatement shall agree not to appeal (with respect to any of the periods that the tax abatements apply) any real property tax assessments on such portion of the Property.

10. Definitions. The following defined terms shall have the meaning ascribed thereto below:

(a) "Agency" means any State or any other governmental agency or authority, in each case having jurisdiction over the Property.

(b) "Environmental Action" means any response, removal, investigation, sampling, remediation, reclamation, closure, post-closure, corrective action, engineering controls, institutional controls, deed restrictions, oversight costs and operations monitoring and maintenance activities authorized or required under the Settlement Agreement or under any Law with respect to the Property.

(c) "Environmental Condition" means any Release or other event, circumstance and/or condition existing at, on, in or under the Property, or the ambient air around the Property.

(d) "Environmental Laws" means any and all Laws relating to pollution, noise and/or odor control, wetlands pollution, the protection or restoration of health, safety or the environment, natural resources, and/or the use, transportation, presence, storage, handling, disposal, discharge, recycling, treatment, generation, processing, labeling, production, release, contamination or disposal of threatened Release of Hazardous Substance, including, without limitation, the following: (a) the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; (b) the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; (c) the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*; (d) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*; (e) the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*; (f) the Safe Drinking Water Act, 42 U.S.C. Section 300f *et seq.*; (g) OSHA, 29 U.S.C. 651 *et seq.*; (h) the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 *et seq.*; and (i) the Oil Pollution Act of 1990, 33 U.S.C. Section 2701 *et seq.*; as in effect on the date hereof, and including the analogous Laws of the State and applicable tribal or local Law counterparts, as any of the foregoing has been, and may be, reauthorized, amended, supplemented and/or replaced from time to time.

(e) "Hazardous Substances" means all materials, substances, and wastes, defined, designated, regulated or classified as hazardous, toxic or radioactive under Environmental Laws, whether by type or by quantity, and shall include but not be limited to petroleum or any derivative or by-product thereof and asbestos containing

materials.

(f) "Laws" means all applicable laws, statutes, ordinances, rules, regulations, codes, permits, judgments, administrative or court orders, decrees, injunctions, technical or other standards, policies, determinations, writs, and other requirements of any governmental authority, having jurisdiction over the Property, or the use or operation thereof, together with any applicable Executive Order of the President of the United States, the Governor of the State of Michigan, the Michigan Department of Health and Human Services and common law.

(g) "Release" means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, transporting or dumping of Hazardous Substances, or as otherwise defined under any Environmental Law, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances.

(h) "Restrictions" means those restrictions, covenants, conditions, reservations, controls (engineering, land use, institutional and otherwise), easements or rights-of-way, affecting the future use of, access to, or activities on the Property, relating to the ongoing Environmental Actions on, at or under the Property, and otherwise limiting the use and/or development of the Property to the Intended Use or in order to implement the Settlement Agreement, whether agreed to by the Parties, or required by any Agency.

(i) "Pre-Existing Environmental Condition" means any Environmental Condition existing for which the RACER Trust is obligated to perform Environmental Actions under the Settlement Agreement.

(j) "Settlement Agreement" means that certain Environmental Response Trust Consent Decree and Settlement Agreement among Motors Liquidation Corporation (f/k/a General Motors Corporation) and its affiliated debtors, the States and EPLET, LLC (not individually but solely in its representative capacity as Administrative Trustee of the "Environmental Response Trust" established thereby) that established the RACER Trust, notice of which was published in the 75 Fed. Reg. 66390 (Oct. 28, 2010).

11. Binding Effect; Term. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. This Agreement may not be

assigned by Developer without the prior written consent of City, its consent shall not be unreasonably withheld, conditioned or delayed, except Developer shall have the right to assign the Agreement, in whole or in part, to an entity controlled by Developer or its principals. The rights and obligations contained in this Agreement shall run with the Property but shall expire on the third anniversary of the Effective Date, provided that Developer's obligations under Paragraphs 2 and 3 above shall survive expiration of this Agreement.

12. Amendment. This Agreement shall only be amended pursuant to an instrument executed by the City and the owner or owners of the Property or their successors in title.

13. Captions. The captions preceding the text of each section and subsection are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement.

14. Partial Validity. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

15. No Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between Developer and the City. Developer has negotiated with the City the terms of this Agreement and such documentation represents the product of the combined efforts and mutual agreements of Developer and the City. Developer acknowledges that it shall not be permitted in the future to claim that the effect of this Agreement results in an unreasonable limitation upon the use of all or a portion of the Property or claim that enforcement of this Agreement causes an inverse condemnation, other condemnation or taking of all or any portion of the Property.

16. No Waiver. The failure of the City to insist upon strict performance of any of the terms, covenants, or conditions hereof or any delay in enforcement by the City shall not be deemed a waiver of any rights or remedies that the City may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default under this Agreement. No waiver by either party of any default under this Agreement

shall be effective or binding on such party unless made in writing by such party and no such waiver shall be implied from any omission by the party to take action with respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers of any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Agreement.

17. Notices. Notices shall be deemed to have been given when mailed by a recognized overnight carrier or registered or certified mail, addressed as set forth in this Agreement or as set forth in any notice or change of address previously given in writing by the addressee to the addressor.

18. Counterparts. This Agreement may be executed by the parties in counterparts. Pages containing original signatures shall be attached to the original Agreement and photocopies of pages bearing signatures of the parties hereto shall be deemed duplicate originals.

19. Necessary Approvals. Nothing in this Agreement shall be deemed to waive, preempt or make unnecessary any applicable municipal or governmental process, including but not limited to zoning, variances, brownfield, economic incentives, assessments or fees, and that Developer and/or any user of the Property will be required to submit to and participate in any appropriate process as provided in the City's ordinances, rules and or regulations, including all applicable commissions and City Council matters and processes.

20. Resolution Needed. This Agreement shall not be binding or effective until approved by Resolution of the Livonia City Council.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the day and year first written above.

[Signatures on following page]

DEVELOPER:
LIVONIA WEST COMMERCE CENTER 2, LLC,
a Michigan limited liability company

By: ASHLEY CAPITAL, LLC,
a Michigan limited liability company
Its: Agent

By: [Signature]
Kyle Morton
Its: Vice President

STATE OF MICHIGAN)
COUNTY OF Wayne)

The foregoing Agreement was acknowledged before me this 7th day of January, 2021, by Kyle Morton, Vice President of Ashley Capital, LLC, a Michigan limited liability company, agent on behalf of Livonia West Commerce Center 2, LLC, a Michigan limited liability company.

Tammy L. Harper
Tammy L. Harper Notary
Public
Wayne County, Michigan
My commission expires: October 15, 2026
Acting in Wayne County

CITY:
CITY OF LIVONIA

By: _____

Its: _____

STATE OF MICHIGAN)
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of the City of Livonia.

_____, Notary
Public
_____, County, Michigan
My commission expires: _____
Acting in _____ County

EXHIBIT A
LEGAL DESCRIPTION

PARCEL #46-118-99-0001-004

(12950 ECKLES ROAD)

A PARCEL OF LAND BEING PART OF THE NORTHWEST 1/4 SECTION 30, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN. MORE COMMONLY DESCRIBED AS:

COMMENCING FROM THE WEST 1/4 CORNER OF SAID SECTION 30; THENCE N00°26' 07"E, ALONG THE WEST LINE OF SAID SECTION 30 AND CENTERLINE OF ECKLES ROAD (120-FOOT RIGHT-OF-WAY), 43.00 FEET; THENCE S89°32'30"E, 60.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID ECKLES ROAD AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, N00°26'07"E, 730.00 FEET; THENCE S89°32'30"E, 1120.00 FEET; THENCE S00°26' 07"W, 730.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF AMRHEIN ROAD (43-FOOT NORTH 1/2 RIGHT-OF-WAY); THENCE N89°32'30"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, 1120.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.77 ACRES OF LAND, MORE OR LESS AND SUBJECT TO ALL EASEMENTS & RIGHTS OF RECORD.

EXHIBIT B
PROHIBITED USES

1. Automotive repair services and garages, including establishments primarily engaged in furnishing automotive repair, rental, leasing and parking services to the general public.
2. Junk yards and recycling, involving any scrap, waste, reclaimable material or debris, whether or not stored, for sale or in the process of being dismantled, destroyed, processed, salvaged, stored, baled, disposed or other use or disposition. This definition shall include unregistered, inoperable vehicles, tires, vehicle parts, equipment, paper, rags, metal, glass, building materials, household appliances, machinery, brush, wood and lumber.
3. Incinerators or any form of solid waste or hazardous substance disposal including landfills.
4. Vehicle impound lots or yards.

Regular Meeting Minutes of December 14, 2020

A communication from Susan Harvey, Senior Vice President, Ashley Capital, dated November 19, 2020, re: enclosing a revised Brownfield Plan and a revised Disbursement and Reimbursement Agreement, was received and placed on file for the information of the Council.

Site drawings received by Ashley Capital, re: Livonia West Commerce Center – Building 2 (Amrhein Rd and Eckles Rd), were received and placed on file for the information of the Council.

On a motion by Jolly, supported by Toy, it was:

**BROWNFIELD
REDEV AUTH**

Approval of the revised Brownfield Plan for the Livonia West Commerce Center 2 Redevelopment, 12950 and 13100 Eckles Road, dated November 18, 2020 (Version 1.9a), submitted by Ashley Capital.

#379-20 RESOLVED, that having considered a communication from the Livonia Brownfield Redevelopment Authority, dated October 29, 2020, approved for submission by the Mayor, which transmits its resolution no. 12-2020, adopted on October 28, 2020, and a communication from Susan Harvey, Senior Vice President, Ashley Capital, dated November 19, 2020, and the Council having conducted a Public Hearing with regard to this matter on November 23, 2020, the Council does hereby approve the revised Brownfield Plan for the Livonia West Commerce Center 2 Redevelopment, 12950 and 13100 Eckles Road, dated November 18, 2020 (Version 1.9a), submitted by Ashley Capital, together with exhibits and schedules thereto, in the manner and form herein submitted, subject to approval as to form and substance by the City's Law Department.

President McIntyre passed the gavel to Vice President Bahr at 7:42 p.m. in order to speak on this matter.

Further discussion was held by Council and the Petitioners Susan Harvey and Kyle Morton.

Following discussion by Council and Petitioners Susan Harvey and Kyle Morton, a roll call vote was taken on the foregoing resolution with the following result:

AYES: Toy, White, McCullough, Donovic, Jolly, McIntyre and Bahr
NAYS: None

The Vice President declared the resolution adopted.

Regular Meeting Minutes of December 14, 2020

Unfinished Business (Regular Meeting of December 14, 2020)

Motion by: Jolly

Seconded by: Toy

ROLL CALL:

Ayes: Toy, Bahr, White, McCullough, Donovic, Toy, McIntyre

Nays: None

Absent: None



REPORT TO THE LIVONIA CITY COUNCIL

Law
January 25, 2021

MEETING DATE

February 8, 2021

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

PROPOSED AMENDMENT TO ZONING ORDINANCE NO. 543, AS AMENDED: Department of Law, re: Petition 2020-09-06-02, to amend Section 31.03 - Uses Permitted, to expand the list of permitted uses to include beneficial forest management practices, such as the removal of invasive species, and selective trail construction in accordance with the City's Master Parks and Recreation Plan and nonmotorized transportation plan, Livonia Bike Walk. (CR 12-21)

BACKGROUND

Zoning Language - Pet. 2020-09-06-02 - Proposed Amendment to Livonia Zoning Ordinance Section 31.03 to expand the list of permitted uses to include beneficial forest management practices, such as the removal of invasive species, and selective trail construction in accordance with the City's Master Parks and Recreation Plan and nonmotorized transportation plan, Livonia Bike Walk.

RECOMMENDATION

First Read

FISCAL CONSIDERATION

ATTACHMENTS

1. Pet. 2020-09-06-02 - Zoning Language Sec 31.03 - beneficial forest mgt practices
2. Section 31.03 - NP District Regulations
3. PH121620 Petition 2020-09-06-02 (Nature Preserves) (LANGUAGE CHANGE) CR 12-21

APPROVED BY

Paul Bernier, City Attorney

Date: January 27,
2021

A handwritten signature in black ink, appearing to read "Maureen Miller Brosnan". The signature is fluid and cursive, with the first name "Maureen" being the most prominent.

Date: January 27,
2021

Maureen Miller Brosnan, Mayor

DEPARTMENT OF LAW

PAUL A. BERNIER
City Attorney

MICHAEL E. FISHER
Chief Assistant City Attorney

ERIC S. GOLDSTEIN
Assistant City Attorney

LEO D. NEVILLE
Assistant City Attorney



MAUREEN MILLER BROSNAN
MAYOR

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2520
FAX: (734) 466-2072

January 15, 2021

TO: HONORABLE MEMBERS OF THE CITY COUNCIL

FROM: DEPARTMENT OF LAW

SUBJECT: Proposed Amendment to Zoning Ordinance - Petition 2020-09-06-02

RE: Council Resolution No. 12-21

Dear Council Members:

At your regular meeting of January 13, 2021, you unanimously approved Petition 2020-09-06-02, submitted by the City Planning Commission, pursuant to Council Resolution 170-20, and requested the Department of Law to prepare the appropriate ordinance. The proposed ordinance expands the list of permitted uses under Section 31.03 to include beneficial forest management practices, such as removal of invasive species, and selective trail construction in accordance with the City's Master Parks and Recreation Plan and nonmotorized transportation plan, Livonia Bike Walk.

Accordingly, herewith submitted for your consideration is the proposed ordinance amendment prepared by the Department of Law, together with the map prepared by the Planning Department.

Approved for submission:

Very truly yours,

Maureen Miller Brosnan, Mayor

Paul A. Bernier, City Attorney

PAB/bks
Attachment

P:\Council\2021\Ordinances\Pet. 2020-09-06-02 - Zoning Language Sec 31.03 - beneficial forest mgt practices.docx

AN ORDINANCE AMENDING SECTION 31.04 (NP DISTRICT REGULATIONS) OF ARTICLE XXXI OF ORDINANCE NO. 543, AS AMENDED, KNOWN AND CITED AS “THE CITY OF LIVONIA ZONING ORDINANCE.”

THE CITY OF LIVONIA ORDAINS:

Section 1. Section 31 of Article XXXI of Ordinance No. 543, as amended, is hereby amended to read as follows:

Section 31.03 Uses Permitted. Section 31.03, as amended by Ordinance No. 2388, adopted 7-10-97. In all NP Districts, no land shall be used, in whole or in part, except for one or more of the following uses:

(a) Outdoor recreational uses such as:

(1) Nature trails, including the construction of new trails and any improvements necessary to meet barrier-free design standards, where feasible, provided such improvements are consistent with the City of Livonia Five-Year Parks and Recreation Master Plan and the City’s nonmotorized transportation plan

(2) Appropriate forest management practices, including a) the removal of invasive plant, insect or animal species deemed to be harmful or damaging to the health of existing or desired native plant, insect or animal species, and/or to the economy, environment, and/or human health as well as b) introduction/reintroduction and/or promotion of native plant and animal species, all as determined by the Parks and Recreation Commission

(~~23~~) Hiking

(~~34~~) Educational laboratories

(~~45~~) Day Camping (overnight camping not permitted)

(b) Accessory uses, necessary or incidental to the principal uses listed above in (a).

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.

Regular Meeting Minutes of January 13, 2021

On a motion by Toy, supported by Jolly, and unanimously adopted, it was:

LANGUAGE CHANGE

Petition 2020-09-06-02
Approval to amend
Article XXXI – NP
District Regulations, of
the City of Livonia
Zoning Ordinance No.
543, as amended, to
expand the list of
permitted uses under
Section 31.03 to
include beneficial
forest management
practices, such as the
removal of invasive
species, and selective
trail construction in
accordance with the
City's Master Parks
and Recreation Plan
and nonmotorized
transportation plan,
Livonia Bike Walk.
(Refer to Law)

#12-21 RESOLVED, that having considered a communication from the City Planning Commission, dated November 12, 2020, which sets forth its resolution #11-58-2020, adopted on November 10, 2020, with regard to Petition 2020-09-06-02, submitted by the City Planning Commission, pursuant to Section 23.01(b) of the Livonia Zoning Ordinance #543, as amended, to determine whether or not to amend Article XXXI – NP District Regulations, of the City of Livonia Zoning Ordinance No. 543, as amended, to expand the list of permitted uses under Section 31.03 to include beneficial forest management practices, such as the removal of invasive species, and selective trail construction in accordance with the City's Master Parks and Recreation Plan and nonmotorized transportation plan, Livonia Bike Walk, and the Council having conducted a public hearing with regard to this matter on Wednesday, December 16, 2020, the Council does hereby approve Petition 2020-09-06-02 for preparation of the ordinance for submission to Council; and the Department of Law is requested to prepare an ordinance amending Ordinance 543, as amended, in accordance with this resolution.

UNFINISHED BUSINESS (Regular Meeting of January 13, 2021)

Motion by: Toy

Seconded by: Jolly

ROLL CALL:

Ayes: White, McCullough, Donovic, Jolly, Toy, Bahr, McIntyre

Nays: None

Absent: None

PLANNING COMMISSION

IAN WILSHAW, Chairman
GLEN W. LONG, JR., Vice Chairman
SAM CARAMAGNO, Secretary
DAVID BONGERO
ELIZABETH McCUE
CAROL A. SMILEY
PETER H. VENTURA



MAUREEN MILLER BROSNAN
MAYOR

MARK TAORMINA
PLANNING & ECONOMIC
DEVELOPMENT DIRECTOR

SCOTT O. MILLER
PLANNER IV

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2290 Fax (734) 466-2108

November 12, 2020

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2020-09-06-02 – Nature Preserves

Dear Council Members:

At the 1,162nd Public Hearings and Regular Meeting held by the City Planning Commission on November 10, 2020, in the Livonia City Hall, the following resolution was unanimously adopted:

#11-58-2020 **RESOLVED**, That pursuant to a Public Hearing having been held by the City Planning Commission on November 10, 2020, on Petition 2020-09-06-02 submitted by the City Planning Commission on its own motion, pursuant to Section 23.01(b) of the Livonia Zoning Ordinance #543, as amended, to determine whether or not to amend Article XXXI – NP District Regulations, of the City of Livonia Zoning Ordinance No. 543, as amended, to expand the list of permitted uses under Section 31.03 to include beneficial forest management practices, such as the removal of invasive species, and selective trail construction in accordance with the City's Master Parks and Recreation Plan and nonmotorized transportation plan, Livonia Bike Walk, the Planning Commission does hereby recommend to the City Council that Petition 2020-09-06-02 be approved for the following reasons:

1. The proposed language amendment will allow certain beneficial improvements and activities to the City's Nature Preserves under the guidance of the Parks and Recreation Commission and consistent with the Master Parks and Recreation Plan and Livonia Bike-Walk, and

To: Honorable Members of the Council
Re: 2020-09-06-02 – Nature Preserves

November 12, 2020
Page 2

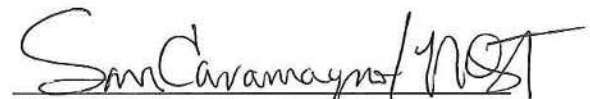
2. The proposed amendment is in the best interests of the safety and welfare of the community.

Very truly yours,

APPROVED FOR SUBMISSION

CITY PLANNING COMMISSION


Maureen Miller Brosnan, Mayor


Sam Caramagno, Secretary

cc: Mayor, Clerk, Law

DEPARTMENT OF PARKS & RECREATION

**PARKS AND RECREATION
COMMISSION**

MARK JOHNSON
CHAIRPERSON

PAUL CONDON
KATHERINE JOLLY
CATHY KEVRA
KEVIN SUMMERS

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

DENNIS K. WRIGHT
MAYOR

EDWARD DAVIS
SUPERINTENDENT



MEMO

TO: Mark Taormina, Planning Director
FROM: Ted Davis, Superintendent
RE: Zoning Review

Mark,

The Parks and Recreation Commission is asking that Planning take a few issues under consideration prior to 2020. These include: Nature Preserve Zoning Ordinance, review park properties to ensure proper zoning, rezoning of recent park acquisitions and rezoning of city owned property in Burton Hollow Subdivision.:

The Nature Preserve designation has the benefit of prohibiting altering the property, but with the non-motorized transportation plan, invasive species and forestry management, it has become clear that changing the ordinance to allow for trail construction and removal of materials is needed. Recent acquisitions such as Tatigian and Washington should have zoning changed to NP/PL from the current RUF and R designations. City owned land in Burton Hollow is deeded as a park but is zoned R should be changed to NP so encroachment concerns can be adequately addressed in the future. Finally, a comprehensive review of park zoning would be appreciated to ensure proper zoning as we move forward.

Please let me know how I can assist with these projects.

Thank you for your time and consideration.

TD

PETITION 2020-09-06-02

The undersigned, Ian Wilshaw, Chairman of the City of Livonia Planning Commission, does hereby certify that at the 1,161st Public Hearing and Regular Meeting of the City Planning Commission of the City of Livonia, held on October 6, 2020, via the Zoom Platform, at which time and place the following members of the Planning Commission were present: Glen Long, Sam Caramagno, Carol Smiley, Betsy McCue, Dave Bongero and Peter Ventura, the following resolution was unanimously adopted:

#10-53-2020

RESOLVED, that the City Planning Commission, pursuant to Section 23.01(b) of Ordinance #543, the Zoning Ordinance of the City of Livonia, as amended, does hereby establish and order that a public hearing be held to determine whether or not to amend Article XXXI – NP District Regulations, of the City of Livonia Zoning Ordinance No. 543, as amended, to expand the list of permitted uses under Section 31.03 to include beneficial forest management practices, such as the removal of invasive species, and selective trail construction in accordance with the City's Master Parks and Recreation Plan and nonmotorized transportation plan, Livonia Bike Walk.

(Proposed ordinance amendment attached)

FURTHER RESOLVED, that notice of such hearing shall be given in accordance with the provisions of Section 23.05 of Ordinance #543, the Zoning Ordinance of the City of Livonia, as amended, and that thereafter there shall be a report and recommendation submitted to the City Council.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his signature on this 7th day of October, 2020.

Ian Wilshaw, Chairman
City Planning Commission

Dated: October 7, 2020

APPROVED AS TO FORM

Department of Law

By: *Michael E. Krizan*

Date: 10/7/2020

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 4

Petition 2020-09-06-02 submitted by the City Planning Commission on its own motion, pursuant to Section 23.01(b) of the Livonia Zoning Ordinance #543, as amended, to determine whether or not to amend Article XXXI – NP District Regulations, of the City of Livonia Zoning Ordinance No. 543, as amended, to expand the list of permitted uses under Section 31.03 to include beneficial forest management practices, such as the removal of invasive species, and selective trail construction in accordance with the City’s Master Parks and Recreation Plan and nonmotorized transportation plan, Livonia Bike Walk.

October 27, 2020 Study Meeting:

This proposed text amendment seeks to expand the list of permitted uses within the City’s designated Nature Preserves. For good and obvious reasons, the NP District regulations are very protective of the natural environment. However, as currently written, the language could be interpreted in a way that would prohibit certain beneficial improvements, such as the management of invasive species or the construction of fully accessible pedestrian trails or paths. It is for these reasons that the Parks and Recreation Department is requesting that the language of the Uses Permitted section of the NP District regulations be modified to include additional improvements and activities under the guidance of the Parks and Recreation Commission and consistent with the Master Parks and Recreation Plan and Livonia Bike-Walk.

Following is the proposed language change (shown in *red*), as drafted by the City Law Department, that would be incorporated into Section 31.03 Uses Permitted:

Section 31.03 Uses Permitted. Section 31.03, as amended by Ordinance No. 2388, adopted 7-10-97. In all NP Districts, no land shall be used, in whole or in part, except for one or more of the following uses:

(a) Outdoor recreational uses such as:

- (1) Nature trails, including the construction of new trails and any improvements necessary to meet barrier-free design standards, where feasible, provided such improvements are consistent with the City of Livonia Five-Year Parks and Recreation Master Plan and the City’s nonmotorized transportation plan.
- (2) Appropriate forest management practices, including the removal of invasive plant or animal species deemed to be harmful or damaging to the health of existing or desired native plant or animal species, as well as introduction/reintroduction and/or promotion of native plant and animal species, all as determined by the Parks and Recreation Commission

PUBLIC HEARING

ITEM 4 Petition 2020-09-06-02 – Nature Preserves

Page 2

- (3) Hiking
- (4) Educational laboratories
- (5) Day Camping (overnight camping not permitted)

(b) Accessory uses, necessary or incidental to the principal uses listed above in (a).

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.

November 10, 2020 Public Hearing:

Approving Resolution: That the request to amend Article XXXI – NP District Regulations, of the City of Livonia Zoning Ordinance No. 543, as amended, is hereby approved for the following reasons:

1. The proposed language amendment will allow certain beneficial improvements and activities to the City's Nature Preserves under the guidance of the Parks and Recreation Commission and consistent with the Master Parks and Recreation Plan and Livonia Bike-Walk, and
2. The proposed amendment is in the best interests of the safety and welfare of the community.

AN ORDINANCE AMENDING SECTION 31.04 (NP DISTRICT REGULATIONS) OF ARTICLE XXXI OF ORDINANCE NO. 543, AS AMENDED, KNOWN AND CITED AS “THE CITY OF LIVONIA ZONING ORDINANCE.”

THE CITY OF LIVONIA ORDAINS:

Section 1. Section 31 of Article XXXI of Ordinance No. 543, as amended, is hereby amended to read as follows:

Section 31.03 Uses Permitted. Section 31.03, as amended by Ordinance No. 2388, adopted 7-10-97. In all NP Districts, no land shall be used, in whole or in part, except for one or more of the following uses:

(a) Outdoor recreational uses such as:

(1) Nature trails, including the construction of new trails and any improvements necessary to meet barrier-free design standards, where feasible, provided such improvements are consistent with the City of Livonia Five-Year Parks and Recreation Master Plan and the City’s nonmotorized transportation plan

(2) Appropriate forest management practices, including the removal of invasive plant, insect or animal species deemed to be harmful or damaging to the health of existing or desired native plant, insect or animal species, as well as introduction/reintroduction and/or promotion of native plant and animal species, all as determined by the Parks and Recreation Commission

(~~23~~) Hiking

(~~34~~) Educational laboratories

(~~45~~) Day Camping (overnight camping not permitted)

(b) Accessory uses, necessary or incidental to the principal uses listed above in (a).

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Proposed Zoning Ordinance Amendment

Section 31.02

Petition _____

Section 3. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.

UNAPPROVED MINUTES

1

MINUTES OF THE 1,162nd PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, November 10, 2020, the City Planning Commission of the City of Livonia held its 1,162nd Public Hearings and Regular Meeting via Zoom Meeting Software.

Mr. Ian Wilshaw, Chairman, called the meeting to order at 7:00 p.m.

Members present: David Bongero Sam Caramagno Glen Long
 Betsy McCue Carol Smiley Peter Ventura (late)
 Ian Wilshaw

Members absent: None

Mr. Mark Taormina, Planning Director, Scott Miller, Planner IV, Stephanie Reece, Program Supervisor, and Debra Walter, Clerk-Typist were also present.

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

ITEM #4 PETITION 2020-09-06-02 Nature Preserve Ord.

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2020-09-06-02 submitted by the City Planning Commission on its own motion, pursuant to Section 23.01(b) of the Livonia Zoning Ordinance #543, as amended, to determine whether or not to amend Article XXXI – NP District Regulations, of the City of Livonia Zoning Ordinance No. 543, as amended, to expand the list of permitted uses under Section 31.03 to include beneficial forest management practices, such as the removal of

invasive species, and selective trail construction in accordance with the City's Master Parks and Recreation Plan and nonmotorized transportation plan, Livonia Bike Walk.

Mr. Taormina: The purpose of this language amendment is to address some issues in the current ordinance. The suggested changes are at the request of the Parks and Recreation Commission. For obvious reasons, the NP District Regulations are very protective of the environment. However, as they are currently written, they could be interpreted in a way that would prohibit certain beneficial improvements, such as the removal of invasive species or constructing fully accessible barrier-free pedestrian trails and paths. For this reason, it is recommended that the permitted use section of Article XXXI be expanded to include these items. Any work would be under the direction of the Parks and Recreation Commission and the Parks and Recreation Department. It would also have to be consistent with the Master Parks and Recreation Plan and Livonia Bike Walk. We do have Mr. Ted Davis, Director of Parks and Recreation, on the call. With that, I would be happy to answer any questions you may have. Again, this was brought to us at the request of the Parks and Recreation Commission. Thank you.

Mr. Wilshaw: Are there any questions of the Planning Director? If not, Mr. Davis in our audience. I am going to give him the opportunity to introduce himself. Good evening. Mr. Davis.

Ted Davis, Director of Parks and Recreation. Thank you for placing this on the agenda this evening. As Mr. Taormina said very eloquently, this is a matter of housekeeping for us. The way the current NP District information is written, it is extremely limiting. So much so to the detriment of Nature Preserves, where we do not have the ability to remove invasive species, construct any trails, especially barrier-free trails, or do any Forest Management practices. The way the current NP designation is written, those are all in violation of that designation. So, this gives us some flexibility and allows us to take care of our Nature Preserves and ensure that they are going to be pristine for generations to come. I would be happy to answer any questions that the Planning Commission may have.

Mr. Wilshaw: Thank you, Mr. Davis. Do we have any questions from any of the Commissioners on this item? I don't see any questions for you. Is there anybody in the audience that wishes to speak for or against this item? If so, please click raise hand. I don't see

anyone in the audience wishing to speak to this either. With that, I think I can safely close the public hearing and ask for a motion.

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

#11-58-2020 **RESOLVED**, That pursuant to a Public Hearing having been held by the City Planning Commission on November 10, 2020, on Petition 2020-09-06-02 submitted by the City Planning Commission on its own motion, pursuant to Section 23.01(b) of the Livonia Zoning Ordinance #543, as amended, to determine whether or not to amend Article XXXI – NP District Regulations, of the City of Livonia Zoning Ordinance No. 543, as amended, to expand the list of permitted uses under Section 31.03 to include beneficial forest management practices, such as the removal of invasive species, and selective trail construction in accordance with the City's Master Parks and Recreation Plan and nonmotorized transportation plan, Livonia Bike Walk, the Planning Commission does hereby recommend to the City Council that Petition 2020-09-06-02 be approved for the following reasons:

1. The proposed language amendment will allow certain beneficial improvements and activities to the City's Nature Preserves under the guidance of the Parks and Recreation Commission and consistent with the Master Parks and Recreation Plan and Livonia Bike-Walk, and
2. The proposed amendment is in the best interests of the safety and welfare of the community.



REPORT TO THE LIVONIA CITY COUNCIL

Council Office
January 26, 2021

MEETING DATE

February 8, 2021

PREPARED BY

Sara Kasprowicz, Office Administrator,

AGENDA ITEM

REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Victoria and Denise Gorans, re: to host a country music performance with sound system in the back yard of their home located at 32915 Illinois Street, on Friday, April 30, 2021 from 6:30 p.m. to approximately 7:45 p.m.

BACKGROUND

RECOMMENDATION

To waive the City's Noise Ordinance on Friday, April 30, 2021 from 6:30 p.m. to approximately 7:45 p.m. for a music performance at 32915 Illinois Street.

FISCAL CONSIDERATION

ATTACHMENTS

1. S012521 Req to waive noise ord 32915 Illinois Street - Minutes
2. S012521 Req to waive noise ord (Victoria and Denise Gorans) 32915 Illinois St

APPROVED BY

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 25, 2021**

Meeting was called to order via Zoom remote technology at 9:41 p.m. by President Kathleen McIntyre. Present: Rob Donovic (Deployed), Jim Jolly (Livonia, Michigan); Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

- 2) REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Victoria and Denise Gorans, re: to host a country music performance with sound system in the back yard of their home located at 32915 Illinois Street, on Friday, April 30, 2021 from 6:30 p.m. to approximately 7:45 p.m.

Victoria Gorans, 32915 Illinois, presented this request to Council. She stated that they just moved to the area recently and have the opportunity to host a country music artist for a socially distanced backyard show on Friday, April 30th. We're requesting him to start about 6:30 p.m. and he says he plays for approximately 75 minutes. They show up about an hour and a half beforehand for sound check and such and it is just him and his guitar so there's no full band. But he does need a small sound system to get the sound out and we're requesting a waiver for the noise ordinance for that period of time.

Vice President Bahr asked if Gorans had spoken to her neighbors about this event and she responded that she has not yet spoken to them. Bahr then stated he would offer an approving resolution for the Regular Agenda and encouraged her to talk to the neighbors ahead of time and be prepared to let Council know if they are okay with it, that would be in her best interest.

DIRECTION:

APPROVING

REGULAR

January 2, 2021

To Whom it may concern,

My name is Victoria Gorans. There is a country music artist that I follow that is doing a Spring Tour where he goes around and plays in people's backyards. This is just an acoustic show with Drew and his guitar. He did this through the fall and it was a success. They have socially distanced guidelines in effect for the show and are cooperating with the state and local mandates for this. This is their number one priority. They will put a cap on the number of people in attendance if need be due to the size of the backyard.

With this being said, I have him scheduled to come play at my house on April 30, 2021. According to Drew's manager, he will play for approximately 75 minutes and a small sound system will be used.

I have reached out to the city and Clerk's office already and asked what I need to do so I don't get in trouble with noise complaints, etc. They informed me to send this letter providing the city council with information for the event and in return, I will be provided with the next steps we need to take.

Date: Friday, April 30, 2021

Location: 32915 Illinois St, Livonia, MI 48150

Time: 6:30 PM (18:30)

Please feel free to reach out to me if you need any further information or have any other concerns. We will create a list and have a plan in place as to how we will run this event when we present it at the city council meeting. Please let us know which council meeting we need to attend. My Mother, the homeowner, and I both plan to be at the meeting. We would like to get this situated as soon as possible as I need to provide Drew and his manager with the information for the event.

Thank You and I look forward to hearing from you soon!

Victoria and Denise Gorans

victoriagorans@gmail.com

313-595-1996

RECEIVED
CITY COUNCIL OFFICE
JAN 11 PM 3:39



REPORT TO THE LIVONIA CITY COUNCIL

Law
January 19, 2021

MEETING DATE

February 8, 2021

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

ACCEPTANCE OF GRANT OF EASEMENT: Department of Law, re: for water main secured without monetary consideration from Livonia Distribution Center, 12200 Middlebelt Road, in the Southwest 1/4 of Section 25. Parcel ID #46-099-99-0001-001.

BACKGROUND

RECOMMENDATION

Approve Grant of Easement

FISCAL CONSIDERATION

ATTACHMENTS

1. Livonia Distribution Center
2. 12200 Middlebelt Road Easement

APPROVED BY

Paul Bernier, City Attorney

Date: January 19,
2021

Maureen Miller Brosnan, Mayor

Date: January 22,
2021

DEPARTMENT OF LAW

PAUL A. BERNIER
City Attorney

MICHAEL E. FISHER
Chief Assistant City Attorney

ERIC S. GOLDSTEIN
Assistant City Attorney

LEO D. NEVILLE
Assistant City Attorney



MAUREEN MILLER BROSNAN
MAYOR

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2520
FAX: (734) 466-2072

January 15, 2021

TO: HONORABLE MEMBERS OF THE CITY COUNCIL

FROM: DEPARTMENT OF LAW

SUBJECT: Acceptance of Grant of Easement
Public Utility Easement for Water Main

REF: Livonia Distribution Center – 12200 Middlebelt Road
Southwest 1/4 of Section 25 (Parcel ID #46-099-99-0001-001)

Dear Council Members:

We are transmitting for Council acceptance of a Grant of Easement, secured without monetary consideration, from Ashley Equities, LLC, for public utility easement in the Southwest 1/4 of Section 25, in connection with the water main constructed at 12200 Middlebelt Road.

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.

Should the Council determine to accept the aforesaid Grant of Easement, the following proposed resolution is submitted for the Council's consideration:

RESOLVED, that having considered a communication from the Department of Law, dated January 15, 2021, approved for submission by the Mayor, transmitting for Council acceptance of a Grant of Easement from Ashley Equities, LLC, executed by Kyle T. Morton, Its Authorized Agent, for a public utility easement in connection with the construction of a water main at the subject location in the Southwest 1/4 of Section 25, more particularly described as:

To: Honorable Members of the Council
Re: Livonia Distribution Center – 12200 Middlebelt Road
Public Utility Easement for Water Main
Southwest 1/4 of Section 25

January 15, 2021
Page 2

Twelve-Foot Wide Water Main Easement

A twelve-foot (12') wide water main easement located in the North ½ of Southwest ¼ of Section 25, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan. Being more particularly described as:

Commencing at the West ¼ Corner of said Section 25, thence S 00°33'50" W, 49.50 feet; thence S 89°25'50" E, 104.90 feet; thence S 89°25'50" E, 1873.92 feet along the south line of the CSX Railroad right-of-way (99.00 feet wide); thence S 00°19'37" W, 237.36 feet; thence N 89°38'30" W, 24.10 feet to the point of beginning of the centerline of a twelve-foot wide public water main easement; thence N 00°41'56" E, 3.42 feet; thence N 44°41'00" W, 20.00 feet; thence N 89°41'05" W, 149.95 feet; thence S 00°21'30" W, 12.44 feet; thence N 00°21'30" E, 12.44 feet; thence N 89°39'59" W, 264.02 feet; thence S 45°20'34" W, 14.15 feet; thence S 00°21'30" W, 7.32 feet to the point of ending of the centerline of a twelve-foot wide public watermain easement.

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.

Approved for submission:

Very truly yours,

Maureen Miller Brosnan, Mayor

Paul A. Bernier, City Attorney

Attachment

cc: Mayor, Clerk, Council, Assessor, DPW, Engineering, Finance, Planning

P:\Council\2021\Easements\Livonia Distribution Center.docx

GRANT OF EASEMENT
Tax I.D. No. 46-099-99-0001-001
12200 Middlebelt Road
Livonia, Michigan 48150

GRANT OF EASEMENT

THIS INDENTURE, made this 11th day of January, 2021, between Livonia Distribution Center, LLC, a Michigan limited liability company, (Grantor), c/o Ashley Equities, LLC whose street number and address is 2575 S. Haggerty Road, Canton, MI 48188 and the CITY OF LIVONIA, a Michigan municipal corporation (Grantee), whose street number and post office address is 33000 Civic Center Drive, Livonia, Michigan, 48154.

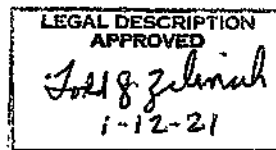
WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) paid by the Grantee, the receipt of which is hereby confessed and acknowledged, does by these presents grant unto Grantee, its successors and assigns an easement for the purpose of installing and maintaining a water main, in, unto and upon that certain piece of land situated in the City of Livonia, County of Wayne and State of Michigan, described as follows:

PARCEL ID: 46-099-99-0001-001

PROPERTY ADDRESS: 12200 Middlebelt Road

EASEMENT DESCRIPTION:



Twelve-Foot Wide Water Main Easement

A twelve-foot (12') wide water main easement located in the North ½ of Southwest ¼ of Section 25, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan. Being more particularly described as:

Commencing at the West ¼ Corner of said Section 25, thence S 00°33'50" W, 49.50 feet; thence S 89°25'50" E, 104.90 feet; thence S 89°25'50" E, 1873.92 feet along the south line of the CSX Railroad right-of-way (99.00 feet wide); thence S 00°19'37" W, 237.36 feet; thence N 89°38'30" W, 24.10 feet to the point of beginning of the centerline of a twelve-foot wide public water main easement; thence N 00°41'56" E, 3.42 feet; thence N 44°41'00" W, 20.00 feet; thence N 89°41'05" W, 149.95 feet; thence S 00°21'30" W, 12.44 feet; thence N 00°21'30" E, 12.44 feet; thence N 89°39'59" W, 264.02 feet; thence S 45°20'34" W, 14.15 feet; thence S 00°21'30" W, 7.32 feet to the point of ending of the centerline of a twelve-foot wide public watermain easement.

See Attached Water Main Easement Sketch

Including the right of access for the Grantee to go over and upon that part of said piece of land of the Grantor, for the purpose of installing, repairing and maintaining said water main of the Grantee providing that the granting of the above easement does not vest in the Grantee authority to use any portion of said property for any purpose other than herein designated; provided also, that this easement shall continue only for such period of time as the Grantee, its successors and assigns, shall maintain said public utility. Any restoration of property by the Grantee necessitated by water main installation, repair and maintenance shall be limited to backfilling the excavation and establishment of grass. It shall exclude all other improvements such as paved surfaces, corresponding sub-base materials, plants, trees, flower beds, electrical lines and lights, boulders and any other miscellaneous items located within the water main easement.

IT IS UNDERSTOOD AND AGREED, as a part of the consideration for the granting of the above easement, that the Grantee will use every effort possible to leave the premises in as good condition as at present.

This transfer is exempt under (County) MCLA 207.505(a) and under (State) MCLA 207.526(a), of Act 134, P.A. Michigan, 1966, as amended.

THE INTEREST CONVEYED HEREBY IS SUBJECT TO A DECLARATION OF RESTRICTIVE COVENANT DATED FEBRUARY 25, 2014, AND RECORDED WITH THE WAYNE COUNTY REGISTER OF DEEDS, LIBER 51329 PAGE 1108.

IN WITNESS WHEREOF, the said Grantor has executed this Grant of Easement the day and year above written.

GRANTOR:

LIVONIA DISTRIBUTION CENTER, LLC,
a Michigan limited liability company

By: **ASHLEY EQUITIES, LLC,**
a Florida limited liability company
Its: Authorized Agent

By: 

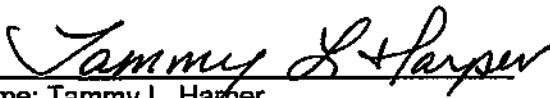
Kyle T. Morton

Its: Authorized Agent

GRANT OF EASEMENT

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS

On this 11th day of January, 2021, before me personally appeared Kyle T. Morton, to me personally known, who being by me sworn, did for himself say that he is the Authorized Agent of Ashley Equities, LLC, a Florida limited liability company, the Authorized Agent of Livonia Distribution Center, LLC, a Michigan limited liability company, which executed the within instrument, and the said instrument was signed and sealed in behalf of said limited liability company and acknowledged said instrument to be the free act and deed of said limited liability company.



Print Name: Tammy L. Harper
Notary Public, Wayne County, Michigan
My Commission expires: October 15, 2026
Acting in Wayne County

Prepared by: Todd J. Zilincik, P.E.
City Engineer
Engineering Division
33000 Civic Center Drive
Livonia, Michigan 48154

Approved as to form:
DEPARTMENT OF LAW

Dated: _____, 2021

When recorded, return to: OFFICE OF THE CITY CLERK, 33000 Civic Center Drive,
Livonia, Michigan 48154

#4831-5628-7955v6

Water Main Easement Sketch

EXHIBIT "A"

12200 MIDDLE BELT ROAD (PROPERTY I.D. 099-99-0001-001)

PROPERTY DESCRIPTION:

A PARCEL OF LAND LOCATED INT THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN. BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING FROM THE WEST 1/4 CORNER OF SAID SECTION 25; THENCE S00°33'50"W, 49.50 FEET; THENCE S89°25'50"E, 104.90 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE S89°25'50"E, 1873.92 FEET ALONG THE SOUTH LINE OF THE CSX RAILROAD RIGHT-OF-WAY (89.00 FEET WIDE); THENCE S0°19'37"W, 237.36 FEET; THENCE N89°38'30"W, 661.74 FEET; THENCE S0°19'20"W, 1037.60 FEET; THENCE N89°54'10"W, 1262.39 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MIDDLE BELT ROAD (WIDTH VARIES); THENCE N0°33'50"E, ALONG SAID EAST RIGHT-OF-WAY LINE, 502.65 FEET; THENCE S89°38'20"E, 300.00 FEET; THENCE N0°33'50"E, 249.95 FEET; THENCE S89°38'20"E, 93.50 FEET; THENCE N0°33'50"E, 249.95 FEET; THENCE S89°47'00"W, 369.03 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF MIDDLE BELT ROAD; THENCE N04°35'14"E, ALONG SAID EAST RIGHT-OF-WAY LINE, 289.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 38.48 ACRES, MORE OR LESS

SUBJECT TO FIELD SURVEY AND ALL EASEMENTS & RESTRICTION OF RECORD.

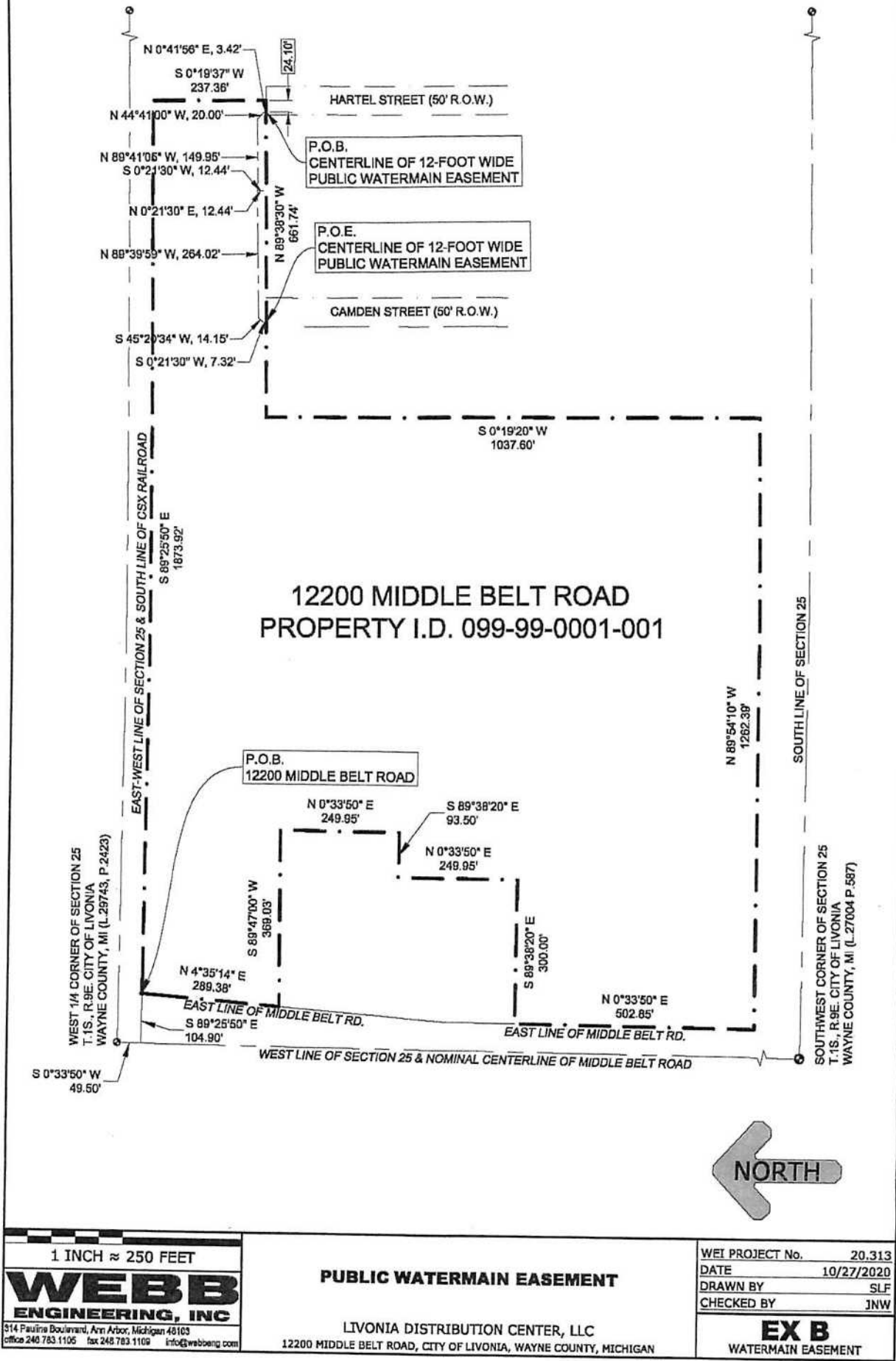
TWELVE-FOOT WIDE PUBLIC WATERMAIN EASEMENT:

A TWELVE-FOOT (12') WIDE PUBLIC WATERMAIN EASEMENT LOCATED IN THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN. BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 25; THENCE S00°33'50"W, 49.50 FEET; THENCE S89°25'50"E, 104.90 FEET; THENCE S89°25'50"E, 1873.92 FEET ALONG THE SOUTH LINE OF THE CSX RAILROAD RIGHT-OF-WAY (89.00 FEET WIDE); THENCE S0°19'37"W, 237.36 FEET; THENCE N89°38'30"W, 24.10 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A TWELVE-FOOT WIDE PUBLIC WATERMAIN EASEMENT; THENCE N00°41'56"E, 3.42 FEET; THENCE N44°41'00"W, 20.00 FEET; THENCE N89°41'06"W, 149.95 FEET; THENCE S00°21'30"W, 12.44 FEET; THENCE N00°21'30"E, 12.44, FEET; THENCE N89°39'59"W, 264.02 FEET; THENCE S45°20'34"W, 14.15 FEET; THENCE S00°21'30"W, 7.32 FEET TO THE POINT OF ENDING OF THE CENTERLINE OF A TWELVE-FOOT WIDE PUBLIC WATERMAIN EASEMENT.

		WEI PROJECT No. 20.313	
NONE		DATE 10/27/2020	
		DRAWN BY SLF	
		CHECKED BY JNW	
PUBLIC WATERMAIN EASEMENT		EX A	
LIVONIA DISTRIBUTION CENTER, LLC		WATERMAIN EASEMENT	
314 Pauline Boulevard, Ann Arbor, Michigan 48103 office 248.783.1105 fax 248.783.1106 info@webbeng.com		12200 MIDDLE BELT ROAD, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN	

EXHIBIT "B"



MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION - PROFIT

for

LIVONIA KIDS & FAMILIES, INC.

ID NUMBER: 71661N

received by facsimile transmission on August 4, 2014 is hereby endorsed.

Filed on August 4, 2014 by the Administrator.

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



Sent by Facsimile Transmission

***In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 6th day
of August, 2014.***

***Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau***

**BYLAWS
LIVONIA KIDS & FAMILIES, INC.**

**ARTICLE I
OFFICES**

1.01 *Principal Office.* The principal office of the Corporation shall be at such place within the state of Michigan as the Board of Directors may determine, from time to time.

1.02 *Other Offices.* The Board of Directors may establish other offices in or outside the state of Michigan.

**ARTICLE II
BOARD**

2.01 *General Powers.* The Corporation has been formed on a directorship basis pursuant to the Michigan Non-Profit Corporation Act. The business, property, and affairs of the Corporation shall be managed by the Board of Directors, hereinafter referred to as the Board of Trustees.

Notwithstanding any reference herein or in the Corporation's Articles of Incorporation. The Board of Directors may elect to refer to themselves and their successors as "Trustees".

2.02 *Number.* There shall be not less than three nor more than seven Trustees on the Board, as shall be fixed from time to time by the Board of Trustees, and as specified in the Corporation's Articles of Incorporation.

2.03 *Tenure.* Except as otherwise specified in the Corporation's Articles of Incorporation, each Trustee of the Corporation shall hold office until the Trustee's death, resignation, or removal.

2.04 *Resignation.* Any Trustee may resign at any time by providing written notice to the Corporation. The resignation will be effective on receipt of the notice or at a later time designated in the notice. A successor shall be appointed as provided in section 2.06 of these Bylaws.

2.05 *Removal.* Except as otherwise specified in the Corporation's Articles of Incorporation, any Trustee may be removed, with cause, by the remaining Trustees on the Board.

2.06 *Board Vacancies.* A vacancy on the Board may be filled with a person selected by the remaining Trustees.

2.07 *Annual Meeting.* An annual meeting shall be held each year on the first Thursday of April. If the annual meeting is not held at that time, the Board shall cause the meeting to be held as soon thereafter as is convenient.

2.08 *Regular Meetings.* Regular meetings of the Board may be held at the time and place as determined by resolution of the Board without notice other than the resolution.

2.09 *Special Meetings.* Special meetings of the Board may be called by the Corporation President, or any two Trustees, at a time and place as determined by those persons authorized to call special meetings. Notice of the time and place of special meetings shall be given to each Trustee in any manner at least three days before the meeting.

2.10 *Statement of Purpose.* Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice for that meeting.

2.11 *Waiver of Notice.* The attendance of a Trustee at a Board meeting shall constitute a waiver of notice of the meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. In addition, the Trustee may submit a signed waiver of notice that shall constitute a waiver of notice of the meeting.

2.12 *Meeting by Telephone or Similar Equipment.* A Trustee may participate in a meeting by conference telephone or any similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

2.13 *Quorum.* A majority of the Trustees then in office constitutes a quorum for the transaction of any business at any meeting of the Board. Actions voted on by a majority of Trustees present at a meeting where a quorum is present shall constitute authorized actions of the Board.

2.14 *Consent to Corporate Actions.* Any action required or permitted to be taken pursuant to authorization of the Board may be taken without a meeting if, before or after the action, all Trustees consent to the action in writing. Written consents shall be filed with the minutes of the Board's proceeding.

2.15 *Compensation.* Trustees shall not receive, as such, a salary from the Corporation, but the Board may authorize the payment to Trustees of a fixed fee and expenses for attendance at meetings of the Board or a committee thereof. No such payment shall preclude any Trustee from serving the Corporation in any other capacity and receiving compensation for such service.

2.16 Discharge of Duties by Board. A Trustee shall discharge his duties in good faith and with that degree of diligence care and skill which an ordinarily prudent person would exercise under similar circumstances in a like position. In discharging his duties, a Trustee, when acting in good faith, may rely upon the opinion of the Corporation's counsel, upon the report of an independent appraiser selected with reasonable care by the Board, or upon financial statements of the Corporation represented to the Trustee as correct by the President or the officer of the Corporation having charge of the Corporation's books, or as stated in a written report by an independent public or certified public accountant or firm of accountants fairly to reflect the financial condition of the Corporation.

2.17 Board Liability for Corporate Actions. Trustees who vote for, or concur in, any of the following corporate actions are jointly and severally liable to the Corporation for the benefit of its creditors or members, to the extent of any legally recoverable injury suffered by such persons as a result of the action, but not to exceed the amount unlawfully paid or distributed: (a) distribution of assets to members, if any, contrary to the Act or any restriction in the Corporation's Articles of Incorporation or these Bylaws; (b) distribution of assets to members during or after dissolution of the Corporation without paying or adequately providing for all known debts, obligations, and liabilities of the Corporation; or (c) making of a loan to a Trustee, officer or employee of the Corporation or of a subsidiary of the Corporation contrary to the Act; provided, however, a Trustee is not liable under this Sub-Section if he has complied with Section 541 of the Act. A member who accepts or receives a distribution with knowledge of facts indicating that the distribution is not authorized by the Act is liable to the Corporation in the amount accepted or received by him.

2.18 Presumption of Board's Concurrence in Absence of Dissent. A Trustee who is present at a meeting of the Board, or a committee thereof which he is a member, where an action is taken with respect to a corporate matter referred to in Section 17 of this Article is presumed to have concurred in that action unless his dissent is entered in the minutes or unless his written dissent to the action is filed with the secretary of the meeting before or promptly after the adjournment. The right to dissent does not apply to a Trustee who voted in favor of the action. A Trustee who is absent from a meeting of the Board, or a committee thereof of which he is a member, at which any such action is taken, is presumed to have concurred in the action unless his written dissent is filed with the Secretary of the Corporation within a reasonable time after the absent Trustee had knowledge of the action.

ARTICLE III COMMITTEES

3.01 General Powers. The Board, by resolution adopted by a vote of a majority of its Trustees, may designate one or more committees, each committee consisting of one or more Trustees. The Board may also designate one or more Trustees as alternate committee members who may replace an absent or disqualified member at a committee meeting. If a committee member is absent or disqualified from voting,

members present at a meeting who are not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint an alternate committee member to act at the committee meeting in place of the absent or disqualified member. All committees designated by the Board shall serve at the pleasure of the Board.

A committee designated by the Board may exercise any powers of the Board in managing the Corporation's business and affairs to the extent provided by resolution of the Board. However, no committee shall have the power to

- (a) amend the Articles of Incorporation;
- (b) adopt an agreement of merger or consolidation;
- (c) amend the bylaws of the Corporation;
- (d) fill vacancies on the Board; or
- (e) fix compensation of the Trustees for serving on the Board or on a committee.

3.02 Meetings. Committees shall meet as directed by the Board, and their meetings shall be governed by the rules provided in Article II for meetings of the Board. Minutes shall be recorded at each committee meeting and shall be presented to the Board.

3.03 Consent to Committee Actions. Any action required or permitted to be taken pursuant to authorization of a committee may be taken without a meeting if, before or after the action, all members of the committee consent to the action in writing. Written consents shall be filed with the minutes of the committee's proceedings.

ARTICLE IV OFFICERS

4.01 Number. The officers of the Corporation shall be appointed by the Board. The officers shall be a president, a secretary, and a treasurer. There may also be a chairperson, vice president, and such other officers as the Board deems appropriate. The president shall be a voting member of the Board. Two or more offices may be held by the same person, but such person shall not execute, acknowledge, or verify an instrument in more than one capacity if the instrument is required by law or by the president or by the Board to be executed, acknowledged, or verified by two or more officers.

4.02 Term of Office. Each officer shall hold office for the term appointed and until a successor is appointed and qualified. An officer may resign at any time by providing written notice to the Corporation. Notice of resignation is effective on receipt or at a later time designated in the notice.

4.03 *Removal.* An officer appointed by the Board may be removed with or without cause by vote of a majority of the Board. The removal shall be without prejudice to the person's contract rights, if any. Appointment to an office does not of itself create contract rights.

4.04 *Vacancies.* A vacancy in any office for any reason may be filled by the Board.

4.05 *President.* The president shall be the chief executive officer of the Corporation and shall have authority over the general control and management of the business and affairs of the Corporation. The president shall have power to appoint or discharge employees, agents, or independent contractors, to determine their duties, and to fix their compensation. The president shall sign all corporate documents and agreements on behalf of the Corporation, unless the president or the Board instructs that the signing be done with or by some other officer, agent, or employee. The president shall see that all actions taken by the Board are executed and shall perform all other duties incident to the office. This is subject, however, to the president's right and the right of the Board to delegate any specific power to any other officer of the Corporation.

4.06 *Vice President.* The vice president, if any, shall have the power to perform duties that may be assigned by the president or the Board. If the president is absent or unable to perform his or her duties, the vice president shall perform the president's duties until the Board directs otherwise. The vice president shall perform all duties incident to the office.

4.07 *Chairperson.* The chairperson, if elected, shall preside at all Board meetings. The chairperson shall have the power to perform duties as may be assigned by the Board. If the president is absent or unable to perform his or her duties, the chairperson shall perform the president's duties until the Board directs otherwise. The chairperson shall perform all duties incident to the office.

4.08 *Secretary.* The secretary shall (a) keep minutes of Board meetings; (b) be responsible for providing notice to each Trustee as required by law, the Articles of Incorporation, or these bylaws; (c) be the custodian of corporate records; (d) keep a register of the names and addresses of each officer and Trustee; and (e) perform all duties incident to the office and other duties assigned by the president or the Board.

4.09 *Treasurer.* The treasurer shall (a) have charge and custody over corporate funds and securities; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the Corporation at such depositories in the Corporation's name that may be designated by the Board; (d) complete all required corporate filings; and (e) perform all duties incident to the office and other duties assigned by the president or the Board.

ARTICLE V
CORPORATE DOCUMENT PROCEDURE

No corporate documents (including stocks, bonds, agreements, insurance and annuity contracts, qualified and nonqualified deferred compensation plans, checks, notes, disbursements, loans, and other debt obligations) shall be signed by any officer, designated agent, or attorney-in-fact unless authorized by the Board or by these Bylaws.

ARTICLE VI
INDEMNIFICATION

5.01 *Nonderivative Actions.* Subject to all of the other provisions of this article, the Corporation shall indemnify any person who was or is a party, or is threatened to be made a party to, any threatened, pending, or completed action, suit, or proceeding. This includes any civil, criminal, administrative, or investigative proceeding, whether formal or informal (other than an action by or in the right of the Corporation). Such indemnification shall apply only to a person who was or is a Trustee or officer of the Corporation or who was or is serving at the request of the Corporation as a Trustee, officer, partner, trustee, employee, or agent of another foreign or domestic Corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not for profit. The person shall be indemnified and held harmless against expenses (including attorney fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation. With respect to any criminal action or proceeding, the person must have had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or on a plea of *nolo contendere* or its equivalent, shall not by itself create a presumption that (a) the person did not act in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, or (b) with respect to any criminal action or proceeding, the person had reasonable cause to believe that his or her conduct was unlawful.

5.02 *Derivative Actions.* Subject to all of the provisions of this article, the Corporation shall indemnify any person who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor because (a) the person was or is a Trustee or officer of the Corporation or (b) the person was or is serving at the request of the Corporation as a Trustee, officer, partner, trustee, employee, or agent of another foreign or domestic Corporation, partnership, joint venture, trust, or other enterprise, whether or not for profit. The person shall be indemnified and held harmless against expenses (including actual and reasonable attorney fees) and amounts paid in settlement incurred by the person in connection with the action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation. However, indemnification shall not be made for any claim, issue, or

matter in which the person has been found liable to the Corporation unless and only to the extent that the court in which the action or suit was brought has determined on application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for the expenses that the court considers proper.

5.03 Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in sections 5.01 or 5.02 of this article, or in defense of any claim, issue, or matter in the action, suit, or proceeding, the person shall be indemnified against expenses (including actual and reasonable attorney fees) incurred in connection with the action and in any proceeding brought to enforce the mandatory indemnification provided by this article.

5.04 Contract Right; Limitation on Indemnity. The right to indemnification conferred in this article shall be a contract right and shall apply to services of a Trustee or officer as an employee or agent of the Corporation as well as in such person's capacity as a Trustee or officer. Except as provided in Section 5.03 of this article, the Corporation shall have no obligations under this article to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by the Board.

5.05 Determination That Indemnification Is Proper. Any indemnification under sections 5.01 or 5.02 of this article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case. The Corporation must determine that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in sections 5.01 or 5.02, whichever is applicable. The determination shall be made in any of the following ways:

- (a) By a majority vote of a quorum of the Board consisting of Trustees who were not parties to such action, suit, or proceeding.
- (b) If the quorum described in clause (a) above is not obtainable, by a committee of Trustees who are not parties to the action. The committee shall consist of not less than two disinterested Trustees.
- (c) By independent legal counsel in a written opinion.

5.06 Proportionate Indemnity. If a person is entitled to indemnification under sections 5.01 or 5.02 of this article for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the Corporation shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

5.07 Expense Advance. Expenses incurred in defending a civil or criminal action, suit, or proceeding described in sections 7.01 or 7.02 of this article may be paid by the Corporation in advance of the final disposition of the action, suit, or proceeding, on

receipt of an undertaking by or on behalf of the person involved to repay the expenses, if it is ultimately determined that the person is not entitled to be indemnified by the Corporation. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made, but it need not be secured.

5.08 Nonexclusivity of Rights. The indemnification or advancement of expenses provided under this article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the Corporation. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

5.09 Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this article with respect to the indemnification and advancement of expenses of Trustees and officers of the Corporation.

5.10 Former Trustees and Officers. The indemnification provided in this article continues for a person who has ceased to be a Trustee or officer and shall inure to the benefit of the heirs, executors, and administrators of that person.

5.11 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who (a) was or is a Trustee, officer, employee, or agent of the Corporation or (b) was or is serving at the request of the Corporation as a Trustee, officer, employee, or agent of another Corporation, partnership, joint venture, trust, or other enterprise. The insurance may protect against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have power to indemnify against liability under this article or the laws of the state of Michigan.

5.12 Changes in Michigan Law. If there are any changes in the Michigan statutory provisions applicable to the Corporation and relating to the subject matter of this article, the indemnification to which any person shall be entitled shall be determined by the changed provisions, but only to the extent that the change permits the Corporation to provide broader indemnification rights than the provisions permitted the Corporation to provide before the change.

ARTICLE VII COMPENSATION



REPORT TO THE LIVONIA CITY COUNCIL

Council Office
January 29, 2021

MEETING DATE

February 8, 2021

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

X1) REQUEST FOR DESIGNATION AS A NON-PROFIT ORGANIZATION: Veronica Cruz, Chair, Livonia Kids & Family, re: as required by the State of Michigan to obtain a Charitable Gaming License to allow raffle fundraisers in the future.

BACKGROUND

Livonia Kids & Family would like to host a fundraising bingo event

RECOMMENDATION

Approval of a gaming license to host future fundraising events

FISCAL CONSIDERATION

None

ATTACHMENTS

1. Livonia Kids & Families - Gaming License Request
2. LKF BYLAWS

APPROVED BY

From: [Cruz, Veronica](#)
To: [Kasprowicz, Sara](#)
Subject: Livonia Kids & Families - Gaming License
Date: Tuesday, February 2, 2021 4:35:57 PM

Hi Sara,

This is Veronica Cruz writing on behalf of Livonia Kids & Families. I am writing you to request a gaming license for an upcoming virtual Bingo fundraising event.

Could you please assist me with obtaining a proper statement that shows Livonia Kids & Families is a recognized non-profit organization in the Livonia community?

Thank you,

Veronica Cruz

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION - PROFIT

for

LIVONIA KIDS & FAMILIES, INC.

ID NUMBER: 71661N

received by facsimile transmission on August 4, 2014 is hereby endorsed.

Filed on August 4, 2014 by the Administrator.

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



Sent by Facsimile Transmission

***In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 6th day
of August, 2014.***

***Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau***

**BYLAWS
LIVONIA KIDS & FAMILIES, INC.**

**ARTICLE I
OFFICES**

1.01 *Principal Office.* The principal office of the Corporation shall be at such place within the state of Michigan as the Board of Directors may determine, from time to time.

1.02 *Other Offices.* The Board of Directors may establish other offices in or outside the state of Michigan.

**ARTICLE II
BOARD**

2.01 *General Powers.* The Corporation has been formed on a directorship basis pursuant to the Michigan Non-Profit Corporation Act. The business, property, and affairs of the Corporation shall be managed by the Board of Directors, hereinafter referred to as the Board of Trustees.

Notwithstanding any reference herein or in the Corporation's Articles of Incorporation. The Board of Directors may elect to refer to themselves and their successors as "Trustees".

2.02 *Number.* There shall be not less than three nor more than seven Trustees on the Board, as shall be fixed from time to time by the Board of Trustees, and as specified in the Corporation's Articles of Incorporation.

2.03 *Tenure.* Except as otherwise specified in the Corporation's Articles of Incorporation, each Trustee of the Corporation shall hold office until the Trustee's death, resignation, or removal.

2.04 *Resignation.* Any Trustee may resign at any time by providing written notice to the Corporation. The resignation will be effective on receipt of the notice or at a later time designated in the notice. A successor shall be appointed as provided in section 2.06 of these Bylaws.

2.05 *Removal.* Except as otherwise specified in the Corporation's Articles of Incorporation, any Trustee may be removed, with cause, by the remaining Trustees on the Board.

2.06 *Board Vacancies.* A vacancy on the Board may be filled with a person selected by the remaining Trustees.

2.07 *Annual Meeting.* An annual meeting shall be held each year on the first Thursday of April. If the annual meeting is not held at that time, the Board shall cause the meeting to be held as soon thereafter as is convenient.

2.08 *Regular Meetings.* Regular meetings of the Board may be held at the time and place as determined by resolution of the Board without notice other than the resolution.

2.09 *Special Meetings.* Special meetings of the Board may be called by the Corporation President, or any two Trustees, at a time and place as determined by those persons authorized to call special meetings. Notice of the time and place of special meetings shall be given to each Trustee in any manner at least three days before the meeting.

2.10 *Statement of Purpose.* Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice for that meeting.

2.11 *Waiver of Notice.* The attendance of a Trustee at a Board meeting shall constitute a waiver of notice of the meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. In addition, the Trustee may submit a signed waiver of notice that shall constitute a waiver of notice of the meeting.

2.12 *Meeting by Telephone or Similar Equipment.* A Trustee may participate in a meeting by conference telephone or any similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

2.13 *Quorum.* A majority of the Trustees then in office constitutes a quorum for the transaction of any business at any meeting of the Board. Actions voted on by a majority of Trustees present at a meeting where a quorum is present shall constitute authorized actions of the Board.

2.14 *Consent to Corporate Actions.* Any action required or permitted to be taken pursuant to authorization of the Board may be taken without a meeting if, before or after the action, all Trustees consent to the action in writing. Written consents shall be filed with the minutes of the Board's proceeding.

2.15 *Compensation.* Trustees shall not receive, as such, a salary from the Corporation, but the Board may authorize the payment to Trustees of a fixed fee and expenses for attendance at meetings of the Board or a committee thereof. No such payment shall preclude any Trustee from serving the Corporation in any other capacity and receiving compensation for such service.

2.16 Discharge of Duties by Board. A Trustee shall discharge his duties in good faith and with that degree of diligence care and skill which an ordinarily prudent person would exercise under similar circumstances in a like position. In discharging his duties, a Trustee, when acting in good faith, may rely upon the opinion of the Corporation's counsel, upon the report of an independent appraiser selected with reasonable care by the Board, or upon financial statements of the Corporation represented to the Trustee as correct by the President or the officer of the Corporation having charge of the Corporation's books, or as stated in a written report by an independent public or certified public accountant or firm of accountants fairly to reflect the financial condition of the Corporation.

2.17 Board Liability for Corporate Actions. Trustees who vote for, or concur in, any of the following corporate actions are jointly and severally liable to the Corporation for the benefit of its creditors or members, to the extent of any legally recoverable injury suffered by such persons as a result of the action, but not to exceed the amount unlawfully paid or distributed: (a) distribution of assets to members, if any, contrary to the Act or any restriction in the Corporation's Articles of Incorporation or these Bylaws; (b) distribution of assets to members during or after dissolution of the Corporation without paying or adequately providing for all known debts, obligations, and liabilities of the Corporation; or (c) making of a loan to a Trustee, officer or employee of the Corporation or of a subsidiary of the Corporation contrary to the Act; provided, however, a Trustee is not liable under this Sub-Section if he has complied with Section 541 of the Act. A member who accepts or receives a distribution with knowledge of facts indicating that the distribution is not authorized by the Act is liable to the Corporation in the amount accepted or received by him.

2.18 Presumption of Board's Concurrence in Absence of Dissent. A Trustee who is present at a meeting of the Board, or a committee thereof which he is a member, where an action is taken with respect to a corporate matter referred to in Section 17 of this Article is presumed to have concurred in that action unless his dissent is entered in the minutes or unless his written dissent to the action is filed with the secretary of the meeting before or promptly after the adjournment. The right to dissent does not apply to a Trustee who voted in favor of the action. A Trustee who is absent from a meeting of the Board, or a committee thereof of which he is a member, at which any such action is taken, is presumed to have concurred in the action unless his written dissent is filed with the Secretary of the Corporation within a reasonable time after the absent Trustee had knowledge of the action.

ARTICLE III COMMITTEES

3.01 General Powers. The Board, by resolution adopted by a vote of a majority of its Trustees, may designate one or more committees, each committee consisting of one or more Trustees. The Board may also designate one or more Trustees as alternate committee members who may replace an absent or disqualified member at a committee meeting. If a committee member is absent or disqualified from voting,

members present at a meeting who are not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint an alternate committee member to act at the committee meeting in place of the absent or disqualified member. All committees designated by the Board shall serve at the pleasure of the Board.

A committee designated by the Board may exercise any powers of the Board in managing the Corporation's business and affairs to the extent provided by resolution of the Board. However, no committee shall have the power to

- (a) amend the Articles of Incorporation;
- (b) adopt an agreement of merger or consolidation;
- (c) amend the bylaws of the Corporation;
- (d) fill vacancies on the Board; or
- (e) fix compensation of the Trustees for serving on the Board or on a committee.

3.02 Meetings. Committees shall meet as directed by the Board, and their meetings shall be governed by the rules provided in Article II for meetings of the Board. Minutes shall be recorded at each committee meeting and shall be presented to the Board.

3.03 Consent to Committee Actions. Any action required or permitted to be taken pursuant to authorization of a committee may be taken without a meeting if, before or after the action, all members of the committee consent to the action in writing. Written consents shall be filed with the minutes of the committee's proceedings.

ARTICLE IV OFFICERS

4.01 Number. The officers of the Corporation shall be appointed by the Board. The officers shall be a president, a secretary, and a treasurer. There may also be a chairperson, vice president, and such other officers as the Board deems appropriate. The president shall be a voting member of the Board. Two or more offices may be held by the same person, but such person shall not execute, acknowledge, or verify an instrument in more than one capacity if the instrument is required by law or by the president or by the Board to be executed, acknowledged, or verified by two or more officers.

4.02 Term of Office. Each officer shall hold office for the term appointed and until a successor is appointed and qualified. An officer may resign at any time by providing written notice to the Corporation. Notice of resignation is effective on receipt or at a later time designated in the notice.

4.03 *Removal.* An officer appointed by the Board may be removed with or without cause by vote of a majority of the Board. The removal shall be without prejudice to the person's contract rights, if any. Appointment to an office does not of itself create contract rights.

4.04 *Vacancies.* A vacancy in any office for any reason may be filled by the Board.

4.05 *President.* The president shall be the chief executive officer of the Corporation and shall have authority over the general control and management of the business and affairs of the Corporation. The president shall have power to appoint or discharge employees, agents, or independent contractors, to determine their duties, and to fix their compensation. The president shall sign all corporate documents and agreements on behalf of the Corporation, unless the president or the Board instructs that the signing be done with or by some other officer, agent, or employee. The president shall see that all actions taken by the Board are executed and shall perform all other duties incident to the office. This is subject, however, to the president's right and the right of the Board to delegate any specific power to any other officer of the Corporation.

4.06 *Vice President.* The vice president, if any, shall have the power to perform duties that may be assigned by the president or the Board. If the president is absent or unable to perform his or her duties, the vice president shall perform the president's duties until the Board directs otherwise. The vice president shall perform all duties incident to the office.

4.07 *Chairperson.* The chairperson, if elected, shall preside at all Board meetings. The chairperson shall have the power to perform duties as may be assigned by the Board. If the president is absent or unable to perform his or her duties, the chairperson shall perform the president's duties until the Board directs otherwise. The chairperson shall perform all duties incident to the office.

4.08 *Secretary.* The secretary shall (a) keep minutes of Board meetings; (b) be responsible for providing notice to each Trustee as required by law, the Articles of Incorporation, or these bylaws; (c) be the custodian of corporate records; (d) keep a register of the names and addresses of each officer and Trustee; and (e) perform all duties incident to the office and other duties assigned by the president or the Board.

4.09 *Treasurer.* The treasurer shall (a) have charge and custody over corporate funds and securities; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the Corporation at such depositories in the Corporation's name that may be designated by the Board; (d) complete all required corporate filings; and (e) perform all duties incident to the office and other duties assigned by the president or the Board.

ARTICLE V
CORPORATE DOCUMENT PROCEDURE

No corporate documents (including stocks, bonds, agreements, insurance and annuity contracts, qualified and nonqualified deferred compensation plans, checks, notes, disbursements, loans, and other debt obligations) shall be signed by any officer, designated agent, or attorney-in-fact unless authorized by the Board or by these Bylaws.

ARTICLE VI
INDEMNIFICATION

5.01 *Nonderivative Actions.* Subject to all of the other provisions of this article, the Corporation shall indemnify any person who was or is a party, or is threatened to be made a party to, any threatened, pending, or completed action, suit, or proceeding. This includes any civil, criminal, administrative, or investigative proceeding, whether formal or informal (other than an action by or in the right of the Corporation). Such indemnification shall apply only to a person who was or is a Trustee or officer of the Corporation or who was or is serving at the request of the Corporation as a Trustee, officer, partner, trustee, employee, or agent of another foreign or domestic Corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not for profit. The person shall be indemnified and held harmless against expenses (including attorney fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation. With respect to any criminal action or proceeding, the person must have had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or on a plea of *nolo contendere* or its equivalent, shall not by itself create a presumption that (a) the person did not act in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, or (b) with respect to any criminal action or proceeding, the person had reasonable cause to believe that his or her conduct was unlawful.

5.02 *Derivative Actions.* Subject to all of the provisions of this article, the Corporation shall indemnify any person who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor because (a) the person was or is a Trustee or officer of the Corporation or (b) the person was or is serving at the request of the Corporation as a Trustee, officer, partner, trustee, employee, or agent of another foreign or domestic Corporation, partnership, joint venture, trust, or other enterprise, whether or not for profit. The person shall be indemnified and held harmless against expenses (including actual and reasonable attorney fees) and amounts paid in settlement incurred by the person in connection with the action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation. However, indemnification shall not be made for any claim, issue, or

matter in which the person has been found liable to the Corporation unless and only to the extent that the court in which the action or suit was brought has determined on application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for the expenses that the court considers proper.

5.03 Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in sections 5.01 or 5.02 of this article, or in defense of any claim, issue, or matter in the action, suit, or proceeding, the person shall be indemnified against expenses (including actual and reasonable attorney fees) incurred in connection with the action and in any proceeding brought to enforce the mandatory indemnification provided by this article.

5.04 Contract Right; Limitation on Indemnity. The right to indemnification conferred in this article shall be a contract right and shall apply to services of a Trustee or officer as an employee or agent of the Corporation as well as in such person's capacity as a Trustee or officer. Except as provided in Section 5.03 of this article, the Corporation shall have no obligations under this article to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by the Board.

5.05 Determination That Indemnification Is Proper. Any indemnification under sections 5.01 or 5.02 of this article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case. The Corporation must determine that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in sections 5.01 or 5.02, whichever is applicable. The determination shall be made in any of the following ways:

- (a) By a majority vote of a quorum of the Board consisting of Trustees who were not parties to such action, suit, or proceeding.
- (b) If the quorum described in clause (a) above is not obtainable, by a committee of Trustees who are not parties to the action. The committee shall consist of not less than two disinterested Trustees.
- (c) By independent legal counsel in a written opinion.

5.06 Proportionate Indemnity. If a person is entitled to indemnification under sections 5.01 or 5.02 of this article for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the Corporation shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

5.07 Expense Advance. Expenses incurred in defending a civil or criminal action, suit, or proceeding described in sections 7.01 or 7.02 of this article may be paid by the Corporation in advance of the final disposition of the action, suit, or proceeding, on

receipt of an undertaking by or on behalf of the person involved to repay the expenses, if it is ultimately determined that the person is not entitled to be indemnified by the Corporation. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made, but it need not be secured.

5.08 Nonexclusivity of Rights. The indemnification or advancement of expenses provided under this article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the Corporation. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

5.09 Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this article with respect to the indemnification and advancement of expenses of Trustees and officers of the Corporation.

5.10 Former Trustees and Officers. The indemnification provided in this article continues for a person who has ceased to be a Trustee or officer and shall inure to the benefit of the heirs, executors, and administrators of that person.

5.11 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who (a) was or is a Trustee, officer, employee, or agent of the Corporation or (b) was or is serving at the request of the Corporation as a Trustee, officer, employee, or agent of another Corporation, partnership, joint venture, trust, or other enterprise. The insurance may protect against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have power to indemnify against liability under this article or the laws of the state of Michigan.

5.12 Changes in Michigan Law. If there are any changes in the Michigan statutory provisions applicable to the Corporation and relating to the subject matter of this article, the indemnification to which any person shall be entitled shall be determined by the changed provisions, but only to the extent that the change permits the Corporation to provide broader indemnification rights than the provisions permitted the Corporation to provide before the change.

ARTICLE VII COMPENSATION

When authorized by the Board, a person shall be reasonably compensated for services rendered to the Corporation as an officer, Trustee, employee, agent, or independent contractor, except as prohibited by these Bylaws.

ARTICLE VIII FISCAL YEAR

The fiscal year of the Corporation shall end on December 31.

ARTICLE IX AMENDMENTS

The Board of Trustees at any regular or special meeting may amend or repeal these Bylaws, or adopt new Bylaws by vote of a majority of the Trustees, if notice setting forth the terms of the proposal has been given in accordance with any notice requirement for the meeting of the Board.
