

OFFICE OF THE COUNCIL

COUNCIL MEMBERS

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



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

OFFICE OF THE COUNCIL

**ELECTRONIC AGENDA PACKET FOR
THE REGULAR MEETING OF
MONDAY, JULY 1, 2024
7:00 P.M.**

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

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

1996th Regular Meeting Agenda of the Council of the City of Livonia
Monday, July 1, 2024 - Revised

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

CALL TO ORDER

INVOCATION/PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION OF MINUTES – Regular Meeting Minutes of June 17, 2024

AUDIENCE COMMUNICATION

REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS

- a. [Communication from the Department of Finance dated June 6, 2024, re: forwarding the Departmental Purchases Report, for the month ending May 2024.](#)

CONSENT AGENDA

1. [BLOCK PARTY: Tracy Nolte, re: to be held Saturday, August 3, 2024, from 5:00 p.m. to 10:00 p.m., on Marie Street and Court, between Knolson Street and Minton Avenue, with a rain date of Saturday, August 10, 2024.](#)
2. [APPOINTMENT OF DANIEL WEST TO THE LIVONIA BROWNFIELD REDEVELOPMENT AUTHORITY: Office of the Mayor, re: to fill the unexpired term of Jack Engebretson, which will expire on November 24, 2026.](#)
3. [REQUEST FOR AUTHORIZATION TO AMEND THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LIVONIA AND WAYNE COUNTY DEPARTMENT OF PUBLIC HEALTH: Department of Emergency Preparedness, re: in order to continue as a Closed Point of Dispensing \(POD\). \(CR 330-14\)](#)
4. [AWARD OF CONTRACT: Engineering Division, re: for the Merriman Road Water Main Improvement Project \(Plymouth Road to the CSX Railroad Right-of-Way\), from budgeted funds.](#)
5. [REQUEST TO AMEND THE CONTRACT WITH HUBBELL, ROTH AND CLARK, INC. FOR THE CONSTRUCTION ENGINEERING AND ADMINISTRATIVE SERVICES FOR THE MERRIMAN ROAD WATER MAIN REPLACEMENT PROJECT \(PLYMOUTH ROAD TO THE CSX RAILROAD RIGHT-OF-WAY\): Engineering Division, re: for same. \(CR 336-21\)](#)
6. [ACCEPTANCE OF DONATION: Department of Law, re: from Ford Motor Company, to be used for the purpose as designated by the donor.](#)

UNFINISHED BUSINESS – MEETINGS OF THE COMMITTEE

7. [COMMITTEE OF THE WHOLE MEETING OF JUNE 24, 2024.](#)
 - a. [The subject matter of the New Senior Citizen Center. \(CR 268-23\)](#)

UNFINISHED BUSINESS

8. BLOCK PARTY: Daniel Munoz, re: to be held Saturday, July 20, 2024, from 1:00 p.m. to 9:00 p.m., on Auburndale Street between Jamison and Barkley Avenues, with a rain date of Saturday, August 3, 2024.
9. SITE PLAN PETITION: Planning Commission, re: Petition 2024-04-08-01 submitted by Hubbel, Roth & Clark on behalf of the City of Livonia requesting approval of all plans in connection with a proposal to construct a new Livonia Senior Wellness Center and make renovations to the Kirksey Recreation Center at 15100 Hubbard Street, located at the southeast corner of Five Mile and Hubbard Roads, in the Northeast ¼ of Section 22.
10. REQUEST TO RENEW LEASE AGREEMENT BETWEEN THE CITY OF LIVONIA AND THE LIVONIA SAVE OUR YOUTH TASK FORCE: Department of Law, re: for a period of three (3) years beginning August 1, 2024, and expiring of July 31, 2027 (CR 188-21)

NEW BUSINESS

11. REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE AND BARRICADE STREET: Joanne Hollenbeck, re: to host a graduation party on Saturday July 13, 2024, from 1:30 p.m. to 10 p.m. on Woodring Street between W. Chicago and Vermont Streets.
12. REQUEST TO APPROVE CONTRACT ASSIGNMENT: Department of Law, re: to reflect the new owner of the waste contract.

AUDIENCE COMMUNICATION

NOTICE(S)

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

LORI L. MILLER, CITY CLERK

a.



LETTER TO THE LIVONIA CITY COUNCIL

Finance
June 5, 2024

MEETING DATE

R070124

PRESENTED BY

AGENDA ITEM

a. Communication from the Department of Finance, dated June 6, 2024, re: forwarding the Departmental Purchases Report, for the month ending May 2024.

BACKGROUND DETAILS

Finance Ordinance 3.04.130(A) requires that a report be provided to the governing body regarding departmental purchases that are between \$15,000 and \$19,999. Attached hereto are the departmental purchases that meet this criterion for the month ending May 31, 2024. Additional details on these purchases will be provided upon request.

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

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

ATTACHMENTS

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

APPROVED BY

Handwritten signature of Debra Peck Lichtenberg in black ink.

Debra Peck Lichtenberg, CPA, Finance Director

Date: June 06, 2024

Handwritten signature of Maureen Miller Brosnan in black ink.

Maureen Miller Brosnan, Mayor

Date: June 14, 2024

City of Livonia

For Month of : May 2024

City Council - Receive and File Purchases

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

<u>Item #</u>	<u>Date</u>	<u>Department</u>	<u>Vendor</u>	<u>Item</u>	<u>Cost</u>	<u>Description</u>
1	5/19/2024	Treasurer	Datatmatics Global Services	Tax Bill Printing	\$16,700.00	PO24-184 - 2024 Summer and Winter Tax Bill printing
2	5/17/2024	Information Systems	Dell Corporation	Powerstore Storage Increase	\$19,756.39	Increasing storage on our Dell Powerstore
3	5/17/2024	Civil Service	Empco	Testing for Police Lt. & Sgt.	\$16,725.87	Annual promotional exam testing for Police Lt. & Sgt.
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**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JUNE 17, 2024**

1.

Meeting was called to order at 8:06 p.m. by Council President McCullough. Present: Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, Jim Jolly, and President McCullough. Absent: Laura Toy

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, Planning and Economic Development Director; and Todd Zilincik, City Engineer.

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

2. BLOCK PARTY: Tracy Nolte, re: to be held Saturday, August 3, 2024, from 5:00 p.m. to 10:00 p.m., on Marie Street and Court, between Knolson Street and Minton Avenue, with a rain date of Saturday, August 10, 2024.

Tracy Nolte presented the request to Council.

Councilmember Jolly offered an approving motion for the Consent Agenda.

DIRECTION

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

2.

Clerk
June 3, 2024

MEETING DATE

S061724/R070124

PRESENTED BY

AGENDA ITEM

BLOCK PARTY: Tracy Nolte, re: to be held Saturday, August 3, 2024, from 5:00 p.m. to 10:00 p.m., on Marie Street and Court, between Knolson Street and Minton Avenue, with a rain date of Saturday, August 10, 2024.

BACKGROUND DETAILS

The block party will include music, food, and outdoor games. They anticipate approximately 50 people and are requesting four barricades.

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

N/a

ATTACHMENTS

1. S061724 Block Party Tracy Nolte

APPROVED BY

Doris DeMarco, Deputy Clerk

Date: June 03, 2024

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

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

PLEASE PRINT

Date of Application: 5-29-2024 Date to appear at a Council Meeting: _____

Name of Neighborhood Representative: Tracy Noite

Address (please include zip code): 9386 Knolson - 48150

Telephone Number with area code: Home: 734-462-1238 Office: _____

Email: mstiggz23@gmail.com

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

<u>Aug. 3</u>	<u>Aug 10</u>	<u>5-10 pm</u>
Date of Block Party and/or Barricading	Rain Date	Start/end time of Block Party and/or Barricading End time is no later than 10:00 p.m.

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

Dover Arbor Sub
marie street between Knolson
and minton st.

Type of Event: Briefly (Describe activities planned. Music, barbecue, games, etc.) _____

Block Party includes: music, food
outdoor games

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

Approximate Number Attending: 50

Date of Council Approval/Denial: _____

Council Resolution Number: _____

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JUNE 17, 2024**

2.

Meeting was called to order at 8:06 p.m. by Council President McCullough. Present: Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, Jim Jolly, and President McCullough. Absent: Laura Toy

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, Planning and Economic Development Director; and Todd Zilincik, City Engineer.

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

3. APPOINTMENT OF DANIEL WEST TO THE LIVONIA BROWNFIELD REDEVELOPMENT AUTHORITY: Office of the Mayor, re: to fill the unexpired term of Jack Engebretson, which will expire on November 24, 2026.

President McCullough presented the request to Council.

Daniel West was present.

Councilmember Jolly offered an approving motion for the Consent Agenda.

DIRECTION

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

3.

Mayor's Office
June 3, 2024

MEETING DATE

S061724/R070124

PRESENTED BY

Mark Taormina, Planning and Economic Development Director

AGENDA ITEM

APPOINTMENT OF DANIEL WEST TO THE LIVONIA BROWNFIELD REDEVELOPMENT AUTHORITY: Office of the Mayor, re: to fill the unexpired term of Jack Engebretson, which will expire on November 24, 2026.

BACKGROUND DETAILS

Honorable Members of the City Council, City of Livonia
RE: Appointment of Daniel West to the Brownfield Redevelopment Authority

Dear Council Members:

I am herewith submitting to you, for your consideration and approval, the appointment of Mr. Daniel West, 37600 St. Martins, Livonia, Michigan 48152, as a member of the Brownfield Redevelopment Authority for a term that will expire on November 24, 2026.

Your approval on this appointment is respectfully requested.

Sincerely,
Maureen Miller Brosnan, Mayor

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

Appoint Daniel West to the Livonia Brownfield Redevelopment Authority to complete a three-year term.

ATTACHMENTS

1. DW resume

APPROVED BY

Maureen Miller Brosnan, Mayor

Date: June 03, 2024

Daniel J. West, IOM
37600 Saint Martins
Livonia, Michigan 48152
(734) 612-4134 (cell)
dwest@livoniawestland.org

CAREER OBJECTIVE

- Obtain a challenging leadership role to enhance a mission-based organization by utilizing my experience with collaboration, inclusion and economic development, and expertise in community building, communications, and workforce issues.

EDUCATION

- Wayne State University, Detroit, MI
Bachelor of Arts degree with major in Journalism (1995)
- Institute of Organizational Management, Madison, WI
Completed four-year U.S. Chamber of Commerce training program, held at the University of Wisconsin, designed for non-profit organization executives (2010).
- Franklin High School, Livonia, MI
Diploma (1991)

PROFESSIONAL EXPERIENCE

- Livonia-Westland Chamber of Commerce, Livonia, MI
November 2006-present: President/CEO for the non-profit trade organization that serves 1,200 members. Oversees six-person staff, two offices, reports to 29-person Board of Directors, manages \$800,000 annual budget, 30+ events annually, serves as chief spokesperson, advocates for local business issues, and leads community marketing programs. Developed organization's strategic focus on programming that promotes skilled and technical trades, regional collaboration, and diversity and inclusion.
- Observer and Eccentric Newspapers, Livonia, MI
August 1999 - November 2006: Staff writer for twice-a-week newspaper covering schools, local and county government, crime and politics in West Bloomfield, Southfield and Livonia.
- The Daily Telegram, Adrian, MI
January 1998-August 1999: Staff writer for daily newspaper covering schools, local government, economic development, state politics, crime and community issues that impact Lenawee County.
- The Mackinac Island Town Crier, Mackinac Island, MI
January 1997-January 1998: Associate editor for seasonal weekly newspaper covering schools, local government, tourism and community issues that impact Mackinac Island.

- The St. Ignace News, St. Ignace, MI
May 1995 – January 1998: Staff writer for weekly newspaper covering school, local government, Native American affairs, tourism, and community issues that impact the Eastern Upper Peninsula.

ABILITIES

- Managed numerous major Chamber events featuring chief executives, political leaders, sports figures and other news-makers
- Created mission-based annual programs: Western Wayne Business Leadership Banquet, Inclusion Roundtables, Mackinac Mingle, Community Leaders Forum
- Professional speaker on issues such as networking, conflict resolution and workforce
- Extensive event planning and community development experience
- Experience with developing strategies, promotions for public policy advocacy
- Experience as effective communicator through presentations, writing, social media
- Strong understanding of workforce, business, sports, media, and educational issues
- Strong customer service and leadership skills
- Developed a monthly news vodcast, *CityScope*, that has thousands of views each month
- Successfully led combination of Livonia and Westland chambers into one operation in 2023, making it the sixth-largest chamber in Michigan

COMMUNITY INVOLVEMENT

- High School, college athletics public address announcer (2007-present)
- High school softball (2011-present)
- Board member, Livonia Community Foundation (2007-present)
- Board member, Livonia First Responder Foundation (2021-present)
- Board member, Westland TIFA/Brownfield Development Authority (2024-present)
- Boy Scout camp director, Mackinac Island Scout Service Camp (2003-present)
- Board member, Michigan Association of Chamber Professionals (2011-2016)
- Chairman, Michigan Association of Chamber Professionals (2014)
- Board member, Michigan Chamber of Commerce (2014)
- President, Livonia Jaycees (2006)

PERSONAL

- Married to Amy, teacher at Allen Park High School
- We have two daughters, Janine and Natalie
- Livonia resident for more than 30 years

REFERENCES

- **Marshall Kleven**, executive for commercial loans, Fifth-Third Bank, (313) 720-0199
- **Marty Talty**, principal, Kopmeyer and Talty PLC, (734) 953-8600
- **Dave Varga**, Mayor chief of staff, City of Livonia, (734) 466-2203
- **Dan Laible**, senior vice president and chief financial officer, NYX LLC, (734) 306-8360

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JUNE 17, 2024**

3.

Meeting was called to order at 8:06 p.m. by Council President McCullough. Present: Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, Jim Jolly, and President McCullough. Absent: Laura Toy

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, Planning and Economic Development Director; and Todd Zilincik, City Engineer.

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

5. REQUEST FOR AUTHORIZATION TO AMEND THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LIVONIA AND WAYNE COUNTY DEPARTMENT OF PUBLIC HEALTH: Department of Emergency Preparedness, re: in order to continue as a Closed Point of Dispensing (POD). (CR 330-14)

Brian Kahn, Director of Homeland Security & Emergency Preparedness, presented the request to Council.

Councilmember Morgan offered an approving motion for the Consent Agenda.

DIRECTION

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

5.

Police
May 30, 2024

MEETING DATE

S061724/R070124

PRESENTED BY

Brian Kahn, Director of Homeland Security & Emergency Preparedness

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO AMEND THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LIVONIA AND WAYNE COUNTY DEPARTMENT OF PUBLIC HEALTH: Department of Emergency Preparedness, re: in order to continue as a Closed Point of Dispensing (POD). (CR 330-14)

BACKGROUND DETAILS

Dear Council Members,

The ability for the City of Livonia ("City") to continue to provide services to its citizens and the public at large during an emergency or disaster is crucial for a swift and efficient recovery. The capacity of the City to maintain continuity of government during times of disaster is the corner stone of response and recovery efforts.

To ensure that the City of Livonia maintains continuity of government during an event that jeopardizes the health and welfare of its citizens through the intentional use of biological agents or through an epidemic or pandemic crisis, the Emergency Preparedness Department for the City respectfully requests that the City Council adopt a resolution authorizing Livonia to renew the Memorandum of Understanding with the Wayne County Department of Public Health to become a Closed Point of Dispensing ("Closed POD").

This Closed POD would allow the City to dispense medication from the Center for Disease Controls (CDC), Strategic National Stockpile (SNS), through the Wayne County Department of Public Health. The SNS has large quantities of medicine and medical supplies that are allocated to protect the American public if there is a public health emergency (terrorist attack, flu outbreak, earthquake, etc.) severe enough to cause local supplies to run out. As a closed POD, the City could swiftly acquire and provide the required medication/medical supplies to its employees and their immediate family members, to help ensure the continued and uninterrupted operation of City services. This closed POD would be staffed and managed by the City of Livonia.

I am available to provide any additional information that Council may desire. Thank you for your consideration.

Brian C. Kahn, P.E.M.
Director,

City of Livonia
Homeland Security &
Emergency Preparedness
brian.kahn@livoniapd.com
W:734-466-2368

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

To approve the amendment to the agreement as submitted.

ATTACHMENTS

1. S061724 MOU City of Livonia 2024 renewal
2. S061724 Livonia Closed POD operations plan updated June 2024
3. R110514 MOU for Closed POD CR 330-14

APPROVED BY



Brian Kahn, Director of Homeland Security & Emergency Preparedness

Date: June 05, 2024



Thomas Goralski, Police Chief

Date: June 06, 2024



Robert Jennison, Fire Chief

Date: June 08, 2024



Carter Fisher, City Attorney

Date: June 10, 2024



Maureen Miller Brosnan, Mayor

Date: June 10, 2024

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Wayne County Public Health
AND
City of Livonia
Regarding Mass Prophylaxis Dispensing as a Closed Point of Dispensing (POD)**

This Memorandum of Understanding (MOU) is made and entered into by and between the Wayne County Public Health (WCPH) and City of Livonia for the purpose of cooperation and coordination as it relates to emergency preparedness and response to initiation of a Strategic National Stockpile (SNS) public health emergency.

WHEREAS, WCPH is responsible for supporting and maintaining the public health of Wayne County residents, preparing the community for public health disasters and/or emergencies, and responding to public health threats, emergencies and disasters; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) through the Michigan Department of Health & Human Services (MDHHS) will provide resources from the SNS which includes medications and medical supplies, to WCPH for Wayne County; and

WHEREAS, WCPH intends to transfer a pre-determined quantity of the aforementioned medication and/or medical supplies to City of Livonia as needed to respond to a particular public health emergency in accordance with the WCPH SNS Plan and City of Livonia's own Mass Prophylaxis Dispensing Plan; and

NOW THEREFORE, WCPH and City of Livonia have agreed to the roles and responsibilities expressed in this memorandum.

Responsibilities:

Wayne County Public Health:

1. Serve as the lead local governmental agency for preparedness and response to public health threats, disasters, and emergencies in Wayne County within the Wayne County Emergency Operation Plan framework. Establish and comply with the specific reporting/recording requirements necessary for public health designated sites to dispense the vaccine/prophylaxis in a quick and efficient manner.
2. Provide to City of Livonia vaccine/prophylaxis in such quantities and at such times and places as shall be determined by WCPH to protect the health and welfare of Wayne County residents.
3. Provide to City of Livonia medical fact sheets, medical forms, and other pertinent dispensing documents, as appropriate.
4. Provide after-action consultation to City of Livonia.

City of Livonia:

1. Adhere to all dispensing and documentation guidelines related to the vaccine and other medications as directed by the CDC, MDHHS, and/or WCPH. Such guidelines may be provided as appropriate and will be subject to written revisions as conditions warrant.

2. Use City of Livonia facilities, personnel, and equipment to distribute pharmaceuticals, medical equipment, vaccines, antitoxins, other medical supplies, or clinical support free of charge for the purposes of disease prevention and control under the direction of WCPH, state and federal authorities.
3. City of Livonia further agrees to distribute medical fact sheets, medical forms, and other dispensing paperwork as requested and provided by WCPH.
4. Provide WCPH with the anticipated number of doses required for City of Livonia's target population and at least three points of contact, including a designated representative responsible for showing identification and for picking up medications and supplies from a location designated by WCPH. City of Livonia agrees to update this information annually, or as needed, consistent with the Scope of Dispensing provision contained herein.
5. Develop and maintain facility plans for dispensing services, including emergency communications and alerting protocols, training safety and security procedures, use of forms or processes such as translation or interpretation and other procedures deemed necessary for successful dispensing. Provide such plans to WCPH.
6. Document the use of personnel, equipment supplies or potentially reimbursable expenditures during a public health emergency.
7. Communicate with WCPH or other emergency officials throughout an emergency event and as related to dispensing procedures at City of Livonia.
8. When requested, promptly return all unused vaccine/prophylaxis provided to WCPH to a location designated by WCPH.
9. Additionally, decisions regarding allocation of SNS supplies during an emergency are at the discretion of the public health agency. During an emergency, the state, local or federal government may require reallocation of SNS supplies to priority groups (e.g., emergency response and medical personnel).
10. To develop and file an after-action report with WCPH, identifying shortfalls and accomplishments of the operation.
11. Accept the compensation rate as determined by the federal government.

Wayne County Public Health and City of Livonia:

Both parties agree to cooperate without any attempt to obtain reimbursement.

Liability:

City of Livonia recognizes that generally during a non-declared emergency, an entity may assume (or take responsibility for) the liability of employees or volunteers. In certain circumstances, this means that liability protections that exist in a declared emergency may not be triggered.

During an emergency declared by either the County or MDHHS under the Michigan Public Health Code, some additional protection may be granted by such governmental action.

During a federally declared emergency, the Public Readiness and Emergency Preparedness (PREP) Act offers some legal protections for entities. The PREP Act allows the Secretary of Department of Health and Human Services to extend liability protection to entities and individuals for injuries resulting from the distribution of covered countermeasures (e.g., flu vaccines, antiviral medications) during a declared emergency. This protection would allow an entity to distribute prophylactic medications which have been deemed covered countermeasures, without risk of civil liability for adverse drug reactions.

As this memorandum is designed to allow for authorized distribution of materials under any of these possible situations, City of Livonia accepts responsibility for these risks, as well as interpreting which risk environment it faces.

Compliance with Applicable Laws, Regulations, and Policies:

Both parties understand that this memorandum is intended to be in compliance with all applicable Federal, State, and Local laws, regulations, and WCPH and City of Livonia, including HIPAA. Any part of this memorandum that is in conflict with aforementioned laws, regulations, and policies shall be deemed invalid. The balance of the memorandum shall survive and shall remain in full force and effect.

Scope of Dispensing:

As a Closed POD, City of Livonia determines its target population for dispensing prophylactic medication. City of Livonia has determined that it will provide prophylactic medication to City of Livonia personnel and their immediate families. With the assistance of Wayne County Public Health, City of Livonia will annually identify the number of doses of medication that it will require for distribution to its target population. In the event of a public health emergency, City of Livonia will pick up the pre-identified doses from WCPH. In accordance, trained personnel from City of Livonia will be responsible for dispensing medication to its population. At all times, WCPH will be available to City of Livonia for guidance with all aspects of the Closed POD memorandum.

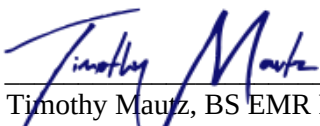
The scope of dispensing is scalable and can be modified by the memorandum of both parties to meet the needs of the event.

Duration of the Agreement:

This document shall be in effect for five (5) years from the date the MOU is fully executed. Termination of this agreement can be with or without cause, by giving thirty (30) days written notice to the other party.

Approvals:

Wayne County Public Health

By: 

Timothy Mautz, BS EMR PEM
Chief, Emergency Preparedness & Response

5/28/2024

Date

City of Livonia

By: _____
Signature

Date

Printed Name / Title

Wayne County Department of Public Health
Strategic National Stockpile (SNS) Plan

City of Livonia
CLOSED POINT OF DISPENSING (POD)
OPERATIONS PLAN



Renewed and updated June 2024

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Situation

The City of Livonia will be utilizing the Livonia motor Carrier Scale house , located at 32300 Glendale, as the closed POD facility. This Facility is a 3000 square foot building that is used to weigh commercial motor vehicles. The building itself is situated on a large portion of City of Livonia owned property that is being used for recycling and storage of Department of Public Works equipment.

Vehicles enter the facility through large 20 foot over head door on the east side of the building and exit through a similiar door on the westside of the building. The main service bay , where commercial vehicles are weighed and inspected, is approximately 21 feet wide by 86 feet long and is capable of being enclosed during inclement weather. There are two additional office areas that are separated by locking doors. The main office area also has a large window that looks out into the service bay.

The location and design of this facility makes it an ideal location for POD operations. Ample parking is available up and down Glendale, as it is a sparcely populated industrial area. The Livonia Police Gun range is also located nearby and is within walking distance of the scale house. The size of the building combined with the physical design allows for all of the City of Livonia's employees and their immediate family memebtrs, approximately 5000 persons, to be quickly serviced. Further the ability to drive through the service bay area would facilitate the POD's ability to operate as a drive through dispensing point.

Facility	City of Livonia
Address	32300 Glendale
Contact Number	734-466-2470
Individuals Served	5000

Assumptions

It is assumed that the 1200 City employees, to include immediate family members, will all be served by the City of Livonia Closed POD. This number may vary depending on the season. Winter months typically have fewer part time employees than summer months. Further the use of this facility as a drive through POD would be dependant on weather conditions.

Concept of Operations

City of Livonia Closed POD Notification:

In the event that City of Livonia Closed Point of Dispensing needs to be opened/activated, the notifying person will contact the Livonia Police Departments Officer -In-Charge (OIC). The Livonia Police Department operates on a 24/7 basis and is the location of the communications center for all of the City Services as well as being the activation point for the Emergency Alert System (EAS). The Officer-In-Charge has access to the City of Livonia's Scale House and has the authority to assign Livonia law enforcement officers to the facility as needed.

If the Livonia POD needs to be opened/activated, the notifying person can contact the Livonia Police OIC at 734-466-2354 or 734-466-2470. Once the OIC has been advised that the POD needs to

be opened, the OIC shall make an inquiry as to the nature of the incident so further notifications can be made. After being notified of the activation, the OIC shall contact the City of Livonia's Emergency Preparedness Director and advise them of the situation.

Facility Primary Point of Contact:

24/7 Contact Number: Livonia Police Department Officer-In-Charge, 734-466-2354

Facility Secondary Point of Contact:

24/7 Contact Number: Livonia Police Department front desk, 734-466-2470

Facility Tertiary Point of Contact:

24/7 Contact Number: EMHSD Director Brian C. Kahn, 734-516-8199 or
Lt. Bill Tyree, 734-742-6525

Closed POD Mobilization

Closed POD Set Up

The set up of the closed POD will be done by the City of Livonia's Director of Emergency Preparedness or their designee. The Livonia Scale House is owned and operated by the City of Livonia and is used for one purpose by the Police Departments Motor carrier Division. This allows for tables, chairs, and other supplies to be kept on Location in a designated room. Office Supplies and Signage will be kept in labeled containers with the tables and chairs in the east office.

When the POD is activated and the appropriate personnel are notified, the Director of Emergency Preparedness or their designee, will respond to the POD location and set up the necessary stations with the corresponding supplies for each.

Unless it has been determined that the POD will be set up as a "drive through" center, tables and chairs will be set up in the service bay from west to east (see set up map) for each station. City employees will enter from the west pedestrian door and proceed through the POD east, exiting out of the east pedestrian door. Vehicles will be parked in areas as directed by the Livonia Police Department.

Security

Security for the SNS will be handled by the Livonia Police Department. Depending on the availability of personnel at the time the closed POD is opened, Regular Full Time Police Department Officers or Police Service Aids will be used for transport, security and monitoring of the SNS. If needed Livonia Police Reserve Officers to fulfill the security function.

Once the SNS is picked up for the City of Livonia's Closed POD, it will be secured in the main office of the scale house and will be monitored by the Livonia Police Department until the POD is closed. The Livonia Police Scale house has an alarm system that is monitored 24/7 by the communications section of the Livonia Police Department. Unused SNS will be transported back to a return/drop off point as determined by the Wayne County Department of Health, Veterans, & Community Wellness (WCDHVCW).

Communications

The City of Livonia Closed POD will utilize the Michigan Public Safety Communications System (MPSCS). Portable radios capable of switching to an “event channel” will be supplied by the Livonia Police Department to the staff working the Closed POD. “Just-in-Time” training will be used to explain the portable radio operations and to train staff members who may not be familiar with the system. An event channel currently within the City of Livonia’s MPSCS radio template will be used for communications by the Livonia Closed POD staff. The Livonia Police Communications Division will be advised of the channel selection and will monitor same.

In the event that the radio system is not operable, two-way “walkie-talkie” style portable radios will be used. These radios are located in the City of Livonia’s EOC at the Livonia Police Department.

Only those individuals staffing a closed POD position will be issued a communication device. Once the individual relieved they will transfer their radio to the staff member taking their place, advising the POD manager of same. A written record of all radio assignments will be maintained by the POD manager and kept on file with the After Action Report.

Closed POD Operations

Closed POD Staffing

The Livonia Closed POD will be staffed by individuals who have completed IS-00026, Guide to Points of Distribution, and have been trained in its operation. The POD will primarily be staffed by members of the City Hall City Incident Response Team (CIRT) and Livonia’s Community Emergency Response Team (CERT). However, this does not preclude any individual receiving “just-in-time” training on a POD position if the need arises.

The City of Livonia’s closed POD will follow the National Incident Management System (NIMS) Incident Command System (ICS) structure. The POD will ultimately be part of the Operations Section of the WCDHVCW’s response. Under this structure, Livonia’s closed POD would consist of a POD manager, unit leaders and unit staff (see command structure attachment). POD managers and unit leaders will consist of a minimum of three individuals from various positions within Livonia City services and/or Livonia CERT members so continuity of operations can be maintained during absences.

Any media inquiries will be handled by the Public Information Officer as designated by the City of Livonia’s Emergency operations Plan (EOP). If needed a representative from the WCDHVCW may be requested to assist at Livonia’s closed POD. However, Livonia Fire/Rescue personnel are trained as Emergency Medical Technician Paramedics and can provide or administer medications other than those given orally.

Receiving SNS Assets

Supplies from the SNS can be either picked up at specific location within Wayne County by the POD Manager and designated employees from the City of Livonia or they can be delivered to the closed POD location. If pick up of supplies is warranted, a full time Livonia Police Officer or Livonia reserve police Officer will escort the POD Manager and staff to to and from the pick up location.

Depending on the delivery container, the SNS can either be unloaded by hand or by lift truck. If a lift truck is needed, then the POD manager should contact the Livonia Police Departments Vehicle Maintenance Officer (VMO) or Director of the Department of Public Works, to obtain such equipment.

It will be the responsibility of the acting POD Manager to receive the SNS. Although the POD manager will be present and verify the SNS order is correct, it is not encumbant on them to physically unload the supplies, this can be deligated to another unit leader or staff. Once the SNS supplies are received they will be inventoried via provided inventory forms. After being inventoried the SNS will be secured in the east office area of the Closed POD site, with the supplies being monitored by Livonia Police Department personnel.

Dispensing SNS Assets

The Livonia Closed POD will be a non-segmented location consisting of four stations located within the main inspection bay of the Livonia Scale house. These stations will consist of the flowing:

1. Intake/Greeter, triage, and Form Distribution
2. Screening
3. Dispensing
4. Exit

Two tables and chairs for each station will be set up and appropriately labled in a single line (see Closed POD flow chart). Each station will have three employees assigned it it with one person from each station being designated as the station leader (unit leader). Station one will be set of to the far west end of the scale house bay with each preceeding station moving to the east.

Livonia POD staff and their immediate family members will be given their doses first, but only after all appropriate forms have been completed by the employee and the medication accounted for. Once the POD staff has been given their supply they will advised to take their dose right away. Any immediate family members of the staff will be asked to leave the POD location once they receive their medications.

All other city employees will then have supplies dispensed to them through each station. The initial station will provide education on the dispensing process and will review the forms with city employees. After the intake process, forms will be completed and a screening will be conducted to determine if additional medical attention is required. If no further medical attention is needed employees will move onto the dispensing station. Once the supplies have been dispensed the employee will move onto the exit station where all form will be collected and checked for accuracy. Once the forms have been collected and information verified the employee will leave the POD.

Requesting Additional SNS Supplies

If additional supplies from the SNS the POD Manager will contact the WCDHVCW and request same. Triggers for requesting additional supplies will be based upon through-put calculations. Additional supplies will not be requested for individuals other than those previously identified as City of Livonia employees and their immediate family members.

Transportation:

The Livonia closed POD can pick up the SNS supplies if they are located in the Southeast Michigan urban Area Security Initiative Region, however delivery of the SNS supplies will be a preferred method. If the supplies need to be picked up from a designated location, the city of Livonia Closed POD will utilize the Police Departments Vehicle Maintenance truck to receive the SNS. If this vehicle is not available or conditions, such as inclement weather, dictate another mode of transportation the POD Manager will contact the Livonia Police O.I.C to secure another vehicle. If none are available the POD Manager may call the Livonia DPW director to request the use of a vehicle and driver. The primary transportation agency will be the Police Department. During any occasion where the SNS needs to be picked up a Full time Livonia Police Officer or Livonia Police Reserve Officer will go with the POD manager or their designee to pick up the supplies.

Closed POD Deactivation

Once all the SNS has been dispensed to the designated City of Livonia Employees and their Immediate family members the closed POD will be de-activated. It will be the responsibility of the POD Manager to make sure all of the required forms have been collected and accounted for. The POD manager will also contact the WCDHVCW to arrange for the return of any unused SNS supplies. Any unused supplies can be picked up by the WCDHVCW or their designee at the Livonia closed POD or they can be delivered to a location within the SE MI UASI region. If they are to be delivered a Livonia Police Officer or Livonia Police Reserve officer will again accompany the POD Manager or their designee to the location.

If storage of SNS Supplies is necessary, the supplies will be tallied and secured in the east office area of the Livonia Closed POD site. If cold storage is necessary arrangements will be made by the POD Manager to safely store the supplies at the Livonia Police Department.

Forms and inventory related materials will be collected by the POD manager or their designee. Copy's will be made and stored with the City of Livonia's Emergency Manager with the originals will be turned over to the WCDHVCW.

Employees that staffed the closed POD will be debriefed on the event with close attention paid to the health and mental well being of staff members. If there is cause for concern or a staff member requires further assistance critical stress management protocols already established by the City of Livonia will be followed.

Training & Exercise

Employees that will staff the Closed POD will be adequately training in its operations. Just in time training during an event will also be utilized as needed. Employees that are parts of the Closed POD staff will complete FEMA's IS-0026 Independent Study course and will be provided the opportunity to participate in further training that becomes available.

The Livonia Closed POD will be exercised at least once every two years or sooner if possible. Exercises will range from classroom discussions to table top exercises to functional drills. The city of

City of Livonia
Closed Point of Dispensing Operations Plan

Livonia Emergency Preparedness Director will also endeavor to use use the Closed POD during any other exercises conducted as part of Livonia's Emergency Preparedness program.

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Attachments

City of Livonia
Closed Point of Dispensing Operations Plan

Attachment 1 – *WCDPH and City of Livonia* MOU

Attachment 2 – Directions to *City of Livonia Closed POD*

Location and Directions to the Livonia Closed PO

The City of Livonia's Closed Point of Dispensing will be operated out of the Livonia Police Departments Commercial Motor Vehicle Scale house located at 33200 Glendale, Livonia MI. 48154.

The Livonia Scale is conveniently located off of Farmington Road just south of the Jefferies freeway.

To travel to the Livonia Closed POD, take I-96 (Jeffries Freeway), east or west, to Farmington Road, exit 174. Proceed southbound approximately one half (½) of a mile to Glendale road and turn east. The scale house is located on the north side of Glendale.

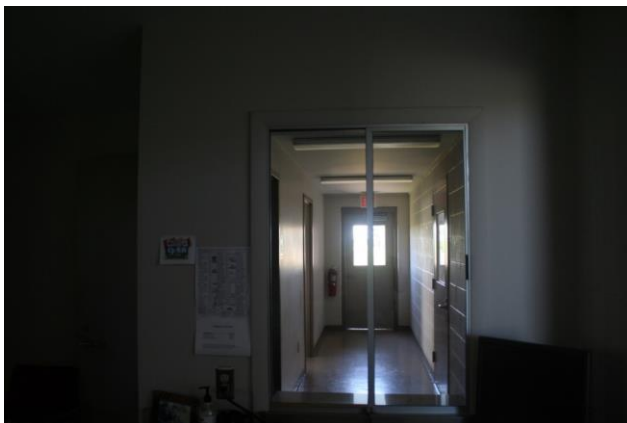
Attachment 3 – City of Livonia Closed POD Pictures

Pictures





City of Livonia
Closed Point of Dispensing Operations Plan

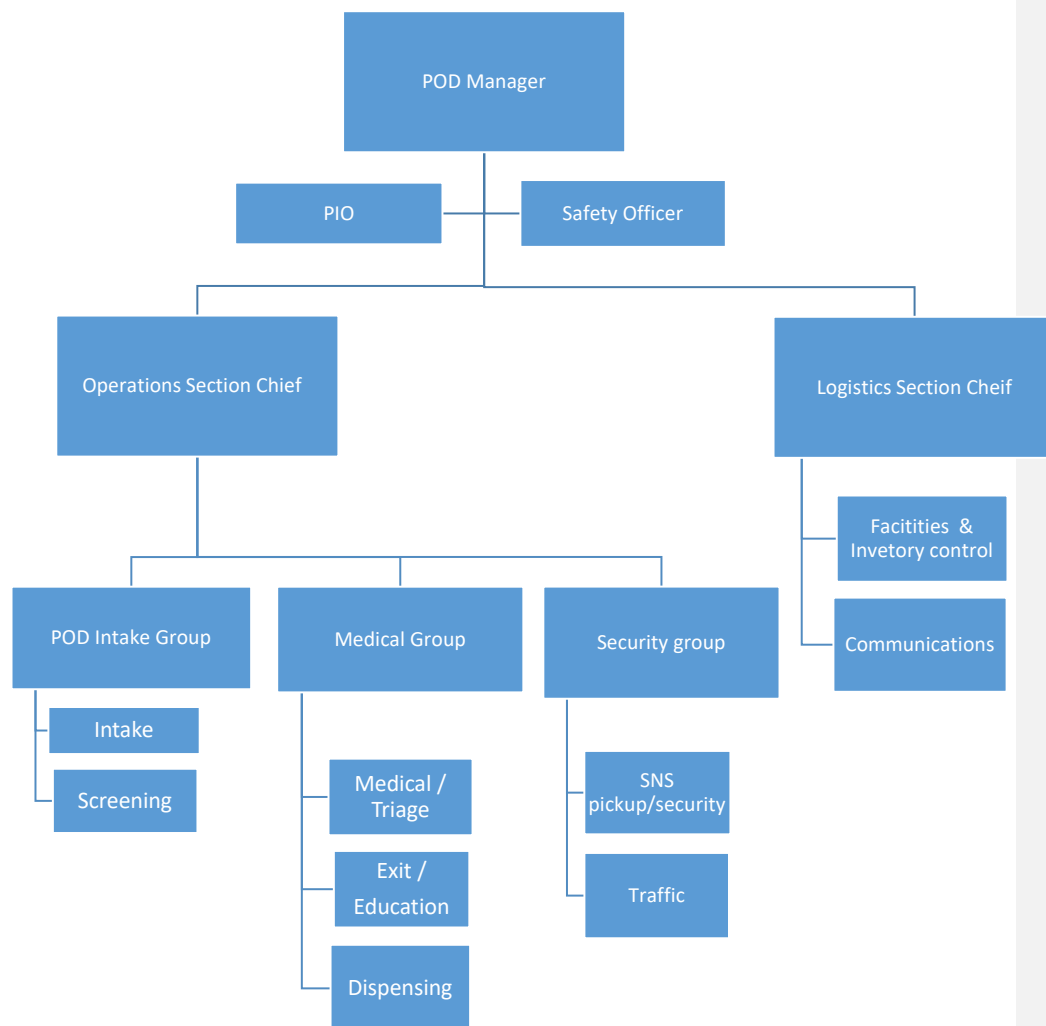


Job Action Sheets

The following are included as part of Attachment 4:

- JAG – POD Manager
- JAG – Public Information Officer
- JAG – Safety Officer
- JAG – Operations Section Chief
- JAG – Logistics Section Chief
- JAG – Intake group Supervisor
- JAG – Medical Group Supervisor
- JAG – Security Group Supervisor
- JAG – Greeter
- JAG – Registration
- JAG – Health Screener
- JAG – Medical Screener
- JAG – Triage Screener
- JAG – Dispensing
- JAG – Exit
- JAG – SNS pickup/delivery
- JAG – Traffic
- JAG – Facilities & Inventory Control
- JAG – Communications

Job Action Sheets



Point of Dispensing Operations

Typical POD Setup

- Review of Dispensing Plan
- Tables
- Supplies (fact sheets, job action sheets, registration forms, pens, clipboards, food, etc...)
- Equipment (office, material handling, crowd control (signs, tape, cones))
- Staff call-down
- Establish contact with partners
- Hazard assessment (facility, exterior)
- Organization meetings, staff briefings

Typical POD Functional Areas

Medical Group

- Medical /Triage (if infectious agent)
- Dispensing – no further evaluation or assistance needed
- Exit consultation – if needed and have time

Intake group

- Greeters – hand out material, provide initial instruction
- Registration – fill out address, patient history form (NAPH)
- Inventory Management – tracking where drugs go and how much in stock
- Traffic & Line (Crowd) Control

Security Group

- Traffic control-Maintain flow of traffic vehicular and pedestrian
- Pickup and delivery-pick up supplies and/or drop off used portions

Command and Control

- POD Manager
- Safety/Security
- Public Information
- Logistics
- Operations

JOB ACTION SHEET: POD Manager

Site: **City of Livonia Closed Point of Dispensing**

Position Assigned To: _____

Job Shift(s): _____

You Report To: _____

Mission:

Will serve as the POD lead person. Will be responsible for making all operational decisions and consultation with the Emergency Management Coordinator or Incident Commander or their designee, overseeing staff, and ensuring the POD workflow is running efficiently. *Oversees: Logistics Section Chief, and Operations Section Chief.*

Qualifications:

- ☐ Good organizational skills and management experience

Equipment:

- ☐ Cell phone and contact numbers
- ☐ Radio Communication
- ☐ Roster of staff

Immediate Duties:

- ☐ Meet with Public Health Incident Commander for initial incident briefing
- ☐ Read this entire Job Action Sheet
- ☐ Meet with Operations section chief for initial clinic briefing.
- ☐ Assign duties.
- ☐ Responsible for supervising all aspects of the Dispensing site.
- ☐ Review Mass Prophylaxis/Vaccination Planning Guide.
- ☐ Establish chain of command and performance expectations.

Ongoing Duties:

- ☐ Maintain contact with the Public Health Incident Commander and Emergency Management coordinator keeping them to update them on progress.
- ☐ Monitor sections and identify/eliminate problem areas.

Extended Duties:

- ☐ Brief Section Chiefs on Demobilization Plan.
- ☐ Oversee the demobilization of the POD.
- ☐ Complete After Action Report and participate in debriefing.

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JOB ACTION SHEET: POD Safety Officer

Site: **City of Livonia Closed Point of Dispensing**

Position Assigned To: _____

Job Shift(s): _____

You Report To: _____

Mission:

Ensure safety of all workers and city employees. Assess the operation for safety issues, instruct staff on safety procedures, and implement safety measures as needed. **Has the authority to cease operations at any time due to safety issues.** Oversees: Traffic Flow, Site Security, and EMS First Aid

Qualifications:

- ☐ Familiar with ICS operations and safety procedures
- ☐ Training in safety and security

Equipment:

- ☐ Cell phone and contact numbers
- ☐ Radio communications

Immediate Duties:

- ☐ Meet with POD Manager for initial incident briefing.
- ☐ Provide safety briefing to POD staff.
- ☐ Acquire necessary work materials.
- ☐ Make recommendations on personal protection equipment if necessary.
- ☐ Meet with parking and security personnel.
- ☐ Provide orientation to Logistics Section Chief on all safety issues and concerns for the clinic.

Ongoing Duties:

- ☐ Document all actions and decisions in an Activity Log.
- ☐ Ensure all Section Chiefs have your contact information.
- ☐ Ensure that all POD staff follow health and safety practices.
- ☐ Monitor use of all personal protection equipment (PPE).
- ☐ Provide ongoing reports to the Command Staff on safety.
- ☐ Ensure incident/injury reports are written/documented correctly.

Extended Duties:

- ☐ Turn all documents into the POD Manager.
- ☐ Confirm status of the facility upon closure, note damage or safety issues.
- ☐ Lock down POD at the end of operations.

- ☐ Complete an After Action Report and participate in the debriefing.

JOB ACTION SHEET: Public Information Officer

Site: **City of Livonia Closed Point of Dispensing**

Position Assigned To: _____

Job Shift(s): _____

You Report To: _____

Mission: Provide information to the public through the news media and other mechanisms.
Oversees: , Data Gathering and News Releases

Qualifications:

- ☐ Familiar with City Communications Protocol
- ☐ Familiar with local media resources
- ☐ Communications and public skills
- ☐ Required training-PIO otherwise filled by POD Manager

Equipment:

- ☐ Cell phone and contact numbers

Immediate Duties:

- ☐ Meet with POD Manager for initial incident briefing.
- ☐ Establish an accessible work location that has adequate space away from operations.
- ☐ Acquire necessary work materials.
- ☐ Inform the media of the operations and media protocols if cleared by POD Manager.
- ☐ Prepare media packets, public education/information materials.

Ongoing Duties:

- ☐ Document all actions and decisions in an Activity Log
- ☐ Ensure all Section Chiefs have your contact information and media protocol
- ☐ Conduct press briefings if asked to do so by Command
- ☐ Maintain contact with the Incident Commander, Emergency Manager and the POD Manager
- ☐ Notify City PIO of important information
- ☐ Expose and correct rumors and incorrect information
- ☐ Monitor media outlets for accuracy of information being reported

Extended Duties:

- ☐ Notify City PIO of POD closing if required
- ☐ Turn all documents into the Documentation Unit
- ☐ Complete an After Action Report
- ☐ Participate in the debriefing.

JOB ACTION SHEET: Operations Section Chief

Site: City of Livonia Closed Point of Dispensing
Position Assigned To: _____
Job Shift(s): _____
You Report To: _____

Mission: Organize and direct physical operations of dispensing. Ensure the distribution of critical information/data. Compile scenario/resource projections from all section chiefs and effect long range planning.

Qualifications:

- ☐ Familiar with the City of Livonia's EOP, POD SOG's and Public Health Emergency Plan.
- ☐ Good organizational skills and management experience.
- ☐ Required training in the Incident Command System (ICS) and the National Incident Management System (NIMS).

Equipment:

- ☐ Cell phone and contact numbers.
- ☐ Radio Communication.

Immediate Duties:

- ☐ Meet with POD Manager for initial incident briefing.
- ☐ Read entire Job Action Sheet.
- ☐ Assign group leaders.
- ☐ Acquire necessary work materials.
- ☐ Brief section and hand out job action sheets.

Ongoing Duties:

- ☐ Provide status reports.
- ☐ Document all actions and decisions in a Section Activity Log.
- ☐ Monitor Section and staff.

Extended Duties:

- ☐ Demobilize resources as approved by the Incident Commander.
- ☐ Participate in the debriefing.

JOB ACTION SHEET: Logistics Section Chief

Site: **City of Livonia Closed Point of Dispensing**

Position Assigned To: _____

Job Shift(s): _____

You Report To: _____

Overview

The goal of this position is to efficiently and effectively provide for the logistical equipment and supplies needed for the closed Dispensing Site. This person should have a good concept of the overall purpose of the logistics section and its functioning when the POD is activated and dispensing underway. This position should be filled by someone familiar with the National Incident Management System and the Incident Command System, civilian or sworn.

Responsibilities:

Provides for setting up the POD, all facilities and equipment needs as well as maintaining and providing adequate communications.

Procedures:

- ☐ Report to the POD Manager in the chain of command.
- ☐ Deploy to the Dispensing Site immediately after notification and be responsible for conducting a Site Survey of the facilities to be utilized prior to the start of operations.
- ☐ Orient and assign Dispensing Staff to their specific roles.
- ☐ Responsible for the logistical and set up of the medication Dispensing Site.
- ☐ Maintain smooth flow of operations within Dispensing Area for medications.
- ☐ Communicate staffing and supply needs to the POD manager.
- ☐ Ensure that the SNS is secure at all times and provide for a secure area.
- ☐ Be an equipment resource for the Dispensing Team.
- ☐ Provide update to other members and maintain relationship with inventory control.
- ☐ Be responsible for the accurate recording of personnel and equipment.

JOB ACTION SHEET: Intake Group Supervisor

Site: City of Livonia Closed Point of Dispensing
Position Assigned To: _____
Job Shift(s): _____
You Report To: _____

Overview:

The POD intake Group will gather pertinent data from patients utilizing the POD. This person should be trained administrative personnel, or may be a community volunteer trained on the job, if needed.

Responsibilities: The Registration personnel shall be responsible for ensuring that all paperwork is in order prior to allowing the patient to progress to the next station in the POD. The POD Intake Group will hand out material, provide initial instruction and provide for registration.

Procedures

- ☐ Answer to the Operations Section Chief in the chain of command.
- ☐ Assure that Emergency Treatment Record and Consent Form has been completed.
- ☐ Assure proper consent has been given.
- ☐ Assure that traffic flow to the Dispensing Station is orderly and continuous.
- ☐ Enter data on log sheet.
- ☐ Verify spelling of patient's name and City Employment.
- ☐ Identify ill persons and consult Medical Screener before allowing that person to proceed to Dispensing Area.
- ☐ Direct patient to take appropriate forms to the next station.
- ☐ Assure proper consent as indicated, specifically.
- ☐ Assure that registration and consent form are complete and signed as indicated.

JOB ACTION SHEET: Medical Group Supervisor

Site: **City of Livonia Closed Point of Dispensing**

Position Assigned To: _____

Job Shift(s): _____

You Report To: _____

Overview

The goal of this position is to efficiently and accurately dispense needed medications to the public utilizing the Dispensing Site. This person should have a good concept of the overall purpose and functioning of the dispensing effort, but may be a PA, RN or Paramedic or trained volunteer, depending upon staffing availability.

Responsibilities:

Orients and assigns Dispensing Staff to their specific roles. Reviews any counseling messages with team in order to assure consistency. Medical group will fill out address, patient history form (NAPH), if needed and have time; agent, drug, drug regimen drug contraindications/interactions, follow up related to ingesting drug, disease, symptoms, prevention measures, seeking care, etc. Maintains smooth flow of operations within Dispensing Area and communicates staffing and supply needs to the Operations Section Chief.

Procedures:

- ☐ Report to the Operations Chief in the chain of command.
- ☐ Deploy to the Dispensing Site immediately after notification and be responsible for conducting a Site Survey of the facilities to be utilized prior to the start of operations.
- ☐ Orient and assign Dispensing Staff to their specific roles.
- ☐ Responsible for supervising all aspects of the medication dispensing.
- ☐ Fill out the Medications Dispensing Supervisor Checklist at the beginning and end of each shift.
- ☐ Review any counseling messages with team in order to assure consistency.
- ☐ Maintain smooth flow of operations within Dispensing Area for medications.
- ☐ Communicate staffing and supply needs.
- ☐ Ensure that the quantities of medications dispensed balance with the number of patient records at the end of each shift. Annotate all differences.
- ☐ Be a technical resource for the Dispensing Team.

JOB ACTION SHEET: Security Group Supervisor

Site: **City of Livonia Closed Point of Dispensing**

Position Assigned To: _____

Job Shift(s): _____

You Report To: _____

Overview:

The POD Security Group will gather pertinent data from patients utilizing the POD. This person should be a Police Officer or Reserve Police officer, but may be a community volunteer trained on the job, if approved by the POD Manager after consulting with the Incident commander and Emergency preparedness Director.

Responsibilities: The Security Group shall be responsible for ensuring that the Strategic National Stock pile (SNS) is picked up from its designated location and secured with in the closed POD. Any extra supplies from the SNS will be returned as required by the Security group. The Security Group will also be responsible for all vehicle and pedestrian traffic issues, including parking and any other security measures that may be of concern.

Procedures

- ☐ Answer to the Logistics Section Chief in the chain of command.
- ☐ Provides external in internal security
- ☐ Picks up and receives SNS
- ☐ Returns SNS not used
- ☐ Maintains parking and traffic flow.

JOB ACTION SHEET: INTAKE

Site: City of Livonia Closed Point of Dispensing
Position Assigned To: _____
Job Shift(s): _____
You Report To: _____

Overview

The goal of the greeter is administrative in nature. Depending on the size of the Site and the number of persons seeking care, more than one person may be needed to fulfill the requirements of this position. These staff members should be calm, well spoken, and organized.

Responsibilities

The role of this position is to assure that all exposed and at-risk persons receive Disease Fact Sheets, Treatment Record and Consent Forms, and pens, all assembled on a clipboard if needed. Greeter directs persons not believed to be at risk to an area where additional information about their concerns can be provided. The Greeter directs persons at risk to complete the Treatment Record and Consent Form, and shows people where to obtain additional Treatment Record and Consent Forms (i.e. for parents who may need to complete forms for themselves and their children), and directs people to an area while they complete the forms.

Procedures

- ☐ Report to the Intake Supervisor.
- ☐ Ensure that person is given the proper paperwork to fill out, and then directed to the screening table.
- ☐ Ensure that persons are employed by the City of Livonia and verifies Identification with City Employee Sheets or ID.
- ☐ Act as Administrative Receptionist to employees seeking information and treatment.
- ☐ Issue Treatment Record, Consent Forms and Disease Fact Sheets, and provide instructions for individuals to complete the forms for themselves if needed.
- ☐ Monitors individuals coming into the POD for Illness or signs sickness and refers them to Medical.
- ☐ Answer questions or refer them to the Medical Group.
- ☐ May be an EMT, support or volunteer personnel, depending upon staffing availability and training.

JOB ACTION SHEET: SCREENING

Site: **City of Livonia Closed Point of Dispensing**

Position Assigned To: _____

Job Shift(s): _____

You Report To: _____

Immediate Duties

- ☐ Report to the Medical Group Supervisor.
- ☐ Assure proper consent, specifically as needed;
 - For adults, assure that each one has provided his/her consent.
- ☐ Assure that Registration and Consent Form are completed and appropriately signed for each person exposed.
- ☐ Write in the number of days of chemoprophylaxis required on Emergency Treatment Record and Consent Form, if not already included on the form. Note: Obtains this information from the Operations Section Chief.
- ☐ Use the drug algorithm sheets to determine what drugs and what quantity should be administered and note on NAPH sheet.
- ☐ Using highlighting pen, highlight on form if medications or other allergies exist.
- ☐ Verify spelling and write name of patient on back side of form.
- ☐ Identify any ill persons and direct them to the Medical/Triage Screener before allowing persons to proceed to dispensing area.
- ☐ Direct persons to take their completed Emergency Treatment Record and Consent Form to one of the screening station.
- ☐ Should be staffed by trained administrative personnel who may be community volunteers trained on the job, if needed.
- ☐ Refer any questions to the Medical Group supervisor.

JOB ACTION SHEET: MEDICAL/TRIAGE

Site: City of Livonia Closed Point of Dispensing
Position Assigned To: _____
Job Shift(s): _____
You Report To: _____

Qualifications: Paramedic, MD, RN, DO, LPN
Required Training in vaccine/prophylaxis.

Responsibilities:

To review individuals' medical history that may indicate a contraindication for the administration of the medication. Administration of medications other than those taken orally. Be the Medical point of contact for the POD. Make determination as to whether individuals should be referred for outside medical care.

Immediate Duties:

- ☐ Review participant history for contraindications.
- ☐ Highlight contraindications and record comments on the back of the Screening & Consent Signature Form.
- ☐ Answer questions for informed consents.
- ☐ Refer participants to Dispensing station if needed.
- ☐ Defer from vaccination if contraindicated (unless health authority waives deferrals due to contraindications).
- ☐ Perform a visual check of the people entering the venue to assess for illness that is suggestive of infection due to the implicated agent.
- ☐ Ask persons questions about their overall health and may make a preliminary medical status assessment if asked by other positions
- ☐ Specifically identify people who have signs/symptoms of exposure to agent of concern.
- ☐ Determine the routing of patients through the routine dispensing process or to the sick Assessment Station.
- ☐ Provide technical guidance and support, if needed.
- ☐ Answer medical questions.

- ☐ Provide assistance to the registration staff making a determination for situations when the Initial Intake Station fails to identify an ill person.

JOB ACTION SHEET: DISPENSER(S)

Site: **City of Livonia Closed Point of Dispensing**

Position Assigned To: _____

Job Shift(s): _____

You Report To: _____

Overview

May be a PA, RN or Paramedic, or trained volunteer depending upon staffing availability.

Responsibilities

Greet patients at Dispensing Station. Review Emergency Treatment Record and Consent Form to assess for contraindications and indicate selection on Emergency Treatment Record and Consent Form as needed. Provide patient specific counseling and directions for use.

Procedures

- ☐ Report to the Medical Group Supervisor.
- ☐ Greet patients at Dispensing Station. Review Emergency Treatment Record and Consent Form to assess for contraindications and indicate selection on Emergency Treatment Record and Consent Form.
- ☐ Provide appropriate medication evaluation and counseling specific to the medication and specific to the patient.
- ☐ Provide patient-specific counseling or refer to appropriate person(s).
- ☐ Indicate desired medication on Emergency Medication Treatment Record and Consent Form.
- ☐ Label the prescription.
- ☐ Dispense appropriate medication.
- ☐ Indicate the prescription provided on the registration/consent forms.

JOB ACTION SHEET: EXIT

Site: **City of Livonia Closed Point of Dispensing**

Position Assigned To: _____

Job Shift(s): _____

You Report To: _____

Qualifications

Training in Points of Dispensing and or the National Incident Management System and the Incident command System.

Mission: Insure that all patients exiting have completed paperwork and have questions answered.

Immediate Duties:

- ☐ Answer any final questions and follow up on instructions received.
- ☐ Collect participant logs for Data Entry.
- ☐ Provide medication/prophylaxis education or refer to medical staff.
- ☐ Make sure all required paperwork is given to the Individual.

JOB ACTION SHEET: Inventory Control

Site: **City of Livonia Closed Point of Dispensing**

Position Assigned To: _____

Job Shift(s): _____

You Report To: _____

Overview

Carry out directives of the Logistics Section Chief through the action plan. In regard to equipment and supplies keep a running inventory of supplies. Provides Materials Coordinator with up-to-date status reports

Qualifications: Good organization & interpersonal skills.

Mission: Organizes and supplies POD personnel with equipment and supplies.

Immediate Duties:

- ☐ Receive appointment and briefing from Logistics Section Chief.
- ☐ Review organizational chart.
- ☐ Receives stores and maintains equipment and supplies.
- ☐ Assures that supplies are at an appropriate level at all stations.
- ☐ Assists with monitoring and directing patient flow as needed.
- ☐ At a minimum of every thirty minutes, assesses station inventory.
- ☐ Assists Logistics Section Chief as needed.

JOB ACTION SHEET: Traffic Control

Site: **City of Livonia Closed Point of Dispensing**

Position Assigned To: _____

Job Shift(s): _____

You Report To: _____

Mission:

To insure safe and efficient traffic flow (pedestrian or vehicular) through POD.

Immediate Duties:

- ☐ Maintain traffic control outside the POD.
- ☐ Report to Security group Supervisor.
- ☐ Maintain pedestrian traffic flow inside the POD.

JOB ACTION SHEET: Communications Unit

Site: **City of Livonia Closed Point of Dispensing**

Position Assigned To: _____

Job Shift(s): _____

You Report To: _____

Mission:

Provide and maintain internal and external communications networks during dispensing clinic operations.

Equipment needed:

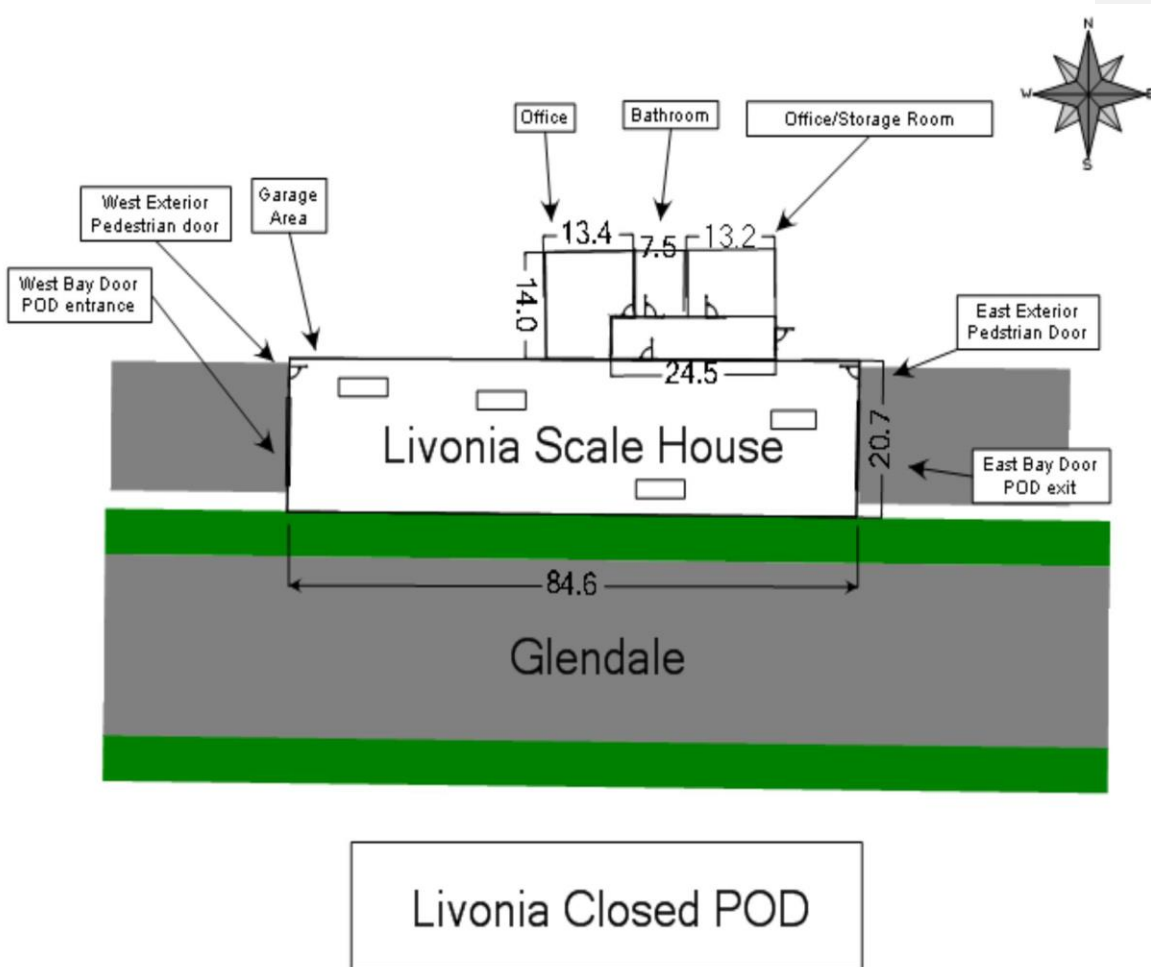
Technological and communications as needed to maintain communications systems.

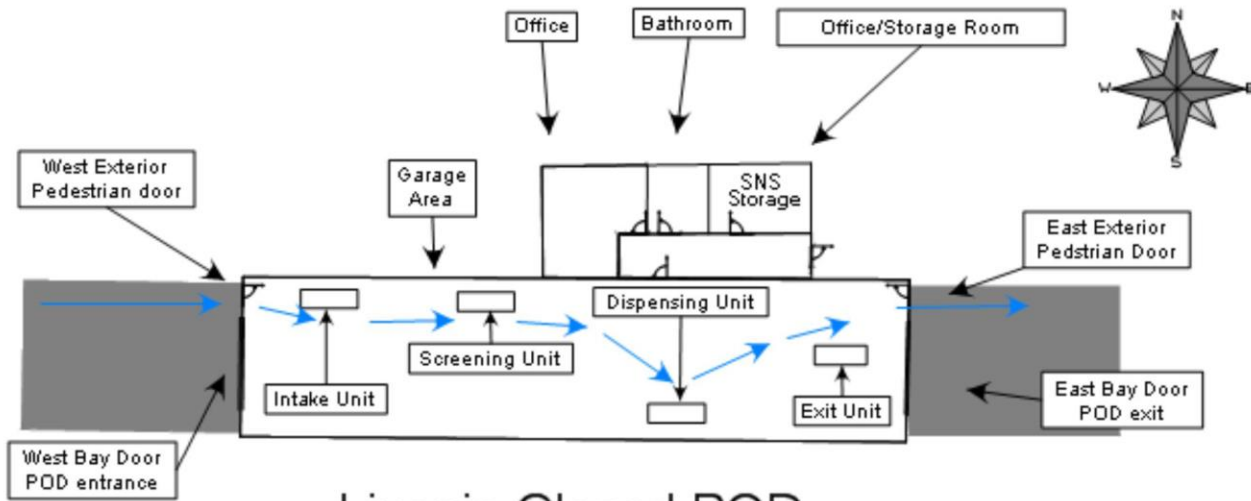
Immediate Duties:

- ☐ Maintain communications networks and back-up systems as needed between Command and Control locations and:
 - ☐ Local EOC
 - ☐ State EOC and other state agencies as indicated
 - ☐ Health Department(s)
 - ☐ RSS Location
 - ☐ Distribution sites (if necessary)
 - ☐ Dispensing sites
 - ☐ Security
 - ☐ Transportation
- ☐ Maintain telephone systems at all sites as a primary means of communication
- ☐ Maintain other forms of communications such as cell phones, email, GETS cards, UHF/VHF radios, Runners/Couriers (Backup).
- ☐ Maintain plans to ensure rapid repair if communications systems go down.
- ☐ Comply with County Communications Plans as indicated.

Attachment 5 – Layout and Operational Flow

Operational Flow Diagram





Livonia Closed POD
Flow Chart

Contact List

Wayne County Department of Public Health

Wayne County Department of Public Health POD

City of Livonia Emergency Preparedness and Homeland Security

Office.....734-466-2368
Fax.....734-261-2265

Brian C. Kahn/ Director.....734-516-8199

Livonia Police Department

Main.....734-466-2470
Officer –In Charge.....734-466-2354
Dispatch/Communications.....734-466-2373

Livonia Fire Department

Main.....734-466-2444
Fax.....734-466-2082

Livonia Public Works

Main.....734-466-2606

Livonia City Hall

Main.....734-466-2200

Livonia Scale House

Main.....

POLICE DIV

Authorizing the City of Livonia to become a Closed Point of Dispensing (Closed POD) to ensure that the City maintains continuity of government during an event that jeopardizes the health and welfare of its citizens.

#330-14 RESOLVED, that having considered the report and recommendation of the Director of Emergency Preparedness, dated October 1, 2014, which bears the signature of the Fire Chief, Chief of Police, and City Attorney, and is approved for submission by the Mayor, to which is attached a Memorandum of Understanding between the Wayne County Department of Public Health and the City of Livonia, authorizing the City of Livonia to become a Closed Point of Dispensing (Closed POD) to ensure that the City maintains continuity of government during an event that jeopardizes the health and welfare of its citizens by enabling the City to acquire and provide the required medication/medical supplies needed; the Council does hereby authorize the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute this memorandum of understanding subject to the review and approval of the Law Department, and to do all other things necessary or incidental to the full performance of this resolution.

NOV 5 2014

CONSENT AGENDA ITEMS (Regular Meeting of November 5, 2014)

Motion by: Pastor
Seconded by: Scheel

ROLL CALL:

Ayes: Toy, Scheel, Nash, Kritzman, Pastor, and Meakin

Nays: None

Absent: Brosnan

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JUNE 17, 2024**

4.

Meeting was called to order at 8:06 p.m. by Council President McCullough. Present: Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, Jim Jolly, and President McCullough. Absent: Laura Toy

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, Planning and Economic Development Director; and Todd Zilincik, City Engineer.

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

6. AWARD OF CONTRACT: Engineering Division, re: for the Merriman Road Water Main Improvement Project (Plymouth Road to the CSX Railroad Right-of-Way), from budgeted funds.

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

Councilmember Donovic asked if the residents will experience a delay in their water.

Mr. Zilincik said there are three or four residents on the west side.

Councilmember Jolly offered an approving motion for the Consent Agenda.

DIRECTION

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

6.

Engineering
June 7, 2024

MEETING DATE

S061724/R070124

PRESENTED BY

Todd Zilincik, P.E., City Engineer

AGENDA ITEM

AWARD OF CONTRACT: Engineering Division, re: for the Merriman Road Water Main Improvement Project (Plymouth Road to the CSX Railroad Right-of-Way), from budgeted funds.

BACKGROUND DETAILS

In the continuing effort to improve the City of Livonia's Drinking Water system and to target the areas with water main break issues, Merriman Road from Plymouth Road to the CSX Railroad Right-of-Way was selected for water main replacement.

The Engineering Division in conjunction with Hubbell, Roth and Clark, Inc. (HRC) prepared plans and specifications for the subject project. A mandatory pre-bid meeting was held on May 7, 2024, and bids for the subject project were taken on May 21, 2024. In response to the advertisement on the Michigan Inter-Governmental Trade Network (MITN), five (5) bids were submitted. These bids may be summarized as follows:

NAME OF BIDDER	AMOUNT OF BID
HMC, LLC Sterling Heights, MI	\$1,616,966.50 (90 Inspector Days)
Springline Excavating, LLC Farmington Hills, MI	\$1,908,927.50 (90 Inspector Days)
Lawrence M. Clark, Inc. Belleville, MI	\$1,980,947.00 (100 Inspector Days)
D'Angelo Brothers South Lyon, MI	\$1,991,687.50 (115 Inspector Days)
DiPonio Contracting, LLC Shelby Township, MI	\$2,308,096.00 (110 Inspector Days)

Note: The summarized bids do not include the inspector day costs. HRC, our construction engineering firm for this project, has included this cost as part of their construction engineering (CE) costs to be approved by the City Council. The contractor was required to provide the number of days to complete the project.

This bid is good until September 18, 2024.

HRC has checked the references of HMC, LLC. As HMC, LLC has satisfied the bidder's prequalification and specification requirements, has submitted all the necessary information for the bid proposal to be considered complete and responsive and has experience installing water main using the Open Cut method, HRC is recommending that HMC, LLC be awarded this contract, as the lowest qualified bidder. (see attached letter dated June 6, 2024).

Construction is anticipated to begin in July 2024 and be completed by October 2024.

In order to proceed with this project, we recommend that the Council take the following actions:

- Award a contract in the amount of \$1,616,966.50 to HMC, LLC., 6120 Millett Ave., Sterling Heights, Michigan 48312. The award should be based on the bid unit prices. The said amount to be adjusted based upon the quantities of work actually completed.
- Authorize an expenditure not-to-exceed \$1,616,966.50 from budgeted funds in Account No. 592-559-158-000.
- Authorize the City Engineer to make minor adjustments to the work, as needed.

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

In order to proceed with this project, we recommend that the Council take the following actions:

- Award a contract in the amount of \$1,616,966.50 to HMC, LLC., 6120 Millett Ave., Sterling Heights, Michigan 48312. The award should be based on the bid unit prices, said amount to be adjusted based upon the quantities of work actually completed.
- Authorize an expenditure not-to-exceed \$1,616,966.50 from budgeted funds in Account No. 592-559-158-000.
- Authorize the City Engineer to make minor adjustments to the work, as needed.

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

n/a

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

\$1,616,966.50

DETAILED WORK BEING PERFORMED

Merriman Road Water Main Improvement Project (Plymouth Road to the CSX Railroad Right-of-Way)

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

\$1,616,966.50 from budgeted funds in Account No. 592-559-158-000

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

HMC, LLC is the lowest qualified bidder.

HMC, LLC

6120 Millet Ave.

Sterling Heights, Michigan 48312

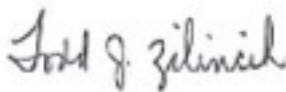
Contact: Michelle Hazlett

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

ATTACHMENTS

1. 6-6-24 HRC Recommendation Letter for HMC, LLC

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: June 07, 2024



Don Rohraff, Director of Public Works

Date: June 07, 2024



Debra Peck Lichtenberg, CPA, Finance Director

Date: June 07, 2024



Carter Fisher, City Attorney

Date: June 07, 2024



Maureen Miller Brosnan, Mayor

Date: June 10, 2024



June 6, 2024

City of Livonia
12973 Farmington Road
Livonia, MI 48150

Attention: Mr. Todd Zilincik, P.E., City Engineer

Re: Merriman Road Water Main Improvements Project
Bid Results & Recommendation of Award

HRC Job No. 20211079

Dear Mr. Zilincik,

Enclosed is the Bid Tabulation for the subject project. Five (5) bids were received and publicly opened and read at 1:00 PM on Tuesday, May 21, 2024. The bid amounts ranged from a low of \$1,616,996.50 to a high of \$2,308,096.00 (less Observation Crew Days). As shown, we find HMC, LLC, located in Sterling Heights, Michigan as the lowest responsive bidder at a total construction cost bid of \$1,616,996.50. Also enclosed are copies of the Bid Proposal, Bid Bond, Past Experience and Preliminary Schedule received from HMC, LLC.

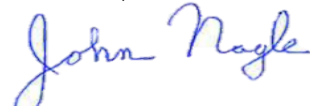
HMC, LLC has satisfied the bidder's prequalification and specification requirements and has submitted all of the necessary information in order for the bid proposal to be considered complete and responsive. HMC, LLC has experience installing water main using the Open Cut method. The low bid was below the final pre-bid Engineer's Estimate of construction costs on this Contract.

Our office has contacted HMC, LLC. and they have indicated they are able to complete the project in accordance with the bid documents, schedule and for the amount bid. As a result, we recommend awarding the Merriman Road Water Main Improvements construction contract to HMC, LLC. at a total amount of \$1,616,996.50, subject to receipt of the appropriate bonds, insurances and executed contract. Construction is anticipated to begin July 2024 and be completed by October 2024.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



John Nagle, P.E.
Manager

Attachment

pc: City of Livonia; D. Rohraff, D. Lear, R. Ferrell, T. Hall
HRC; D. Mitchell, B. Shepler, R. Duggar, File

Engineers Estimate					HMC, LLC		Springline Excavating, LLC		Lawrence M Clark, Inc.	
555 Hulet Dr. Bloomfield Hills, MI 48302 248-454-6300					6120 Millett Ave Sterling Heights, MI 48312 (586) 719-8495		32945 Folsom Rd Farmington Hills, MI 48336 (313) 491-6688		50850 Remis Rd Belleville, MI 48111 (734) 481-1565	
Item	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	
1 Mobilization, Max 5%	1 LS	\$76,000.00	\$76,000.00	\$78,750.00	\$78,750.00	\$94,500.00	\$94,500.00	\$70,000.00	\$70,000.00	
2 Color Audio-Video Route Survey	1 LS	\$2,200.00	\$2,200.00	\$2,800.00	\$2,800.00	\$1,400.00	\$1,400.00	\$10,000.00	\$10,000.00	
3 HMA Surface, Rem	2,978 SYD	\$16.50	\$49,137.00	\$10.50	\$31,269.00	\$10.00	\$29,780.00	\$15.00	\$44,670.00	
4 Sidewalk, Rem	1,062 SFT	\$8.80	\$9,345.60	\$12.00	\$12,744.00	\$5.00	\$5,310.00	\$10.00	\$10,620.00	
5 Pavt, Rem	2,534 SYD	\$22.00	\$55,748.00	\$18.00	\$45,612.00	\$16.00	\$40,544.00	\$10.00	\$25,340.00	
6 Curb and Gutter, Rem	200 LFT	\$16.50	\$3,300.00	\$20.00	\$4,000.00	\$23.00	\$4,600.00	\$10.00	\$2,000.00	
7 Dr Structure, Rem, (As-Needed)	5 EA	\$550.00	\$2,750.00	\$350.00	\$1,750.00	\$1,250.00	\$6,250.00	\$2,000.00	\$10,000.00	
8 Sewer, Rem, Less than 24 inch	15 LFT	\$33.00	\$495.00	\$20.00	\$300.00	\$60.00	\$900.00	\$20.00	\$300.00	
9 Gate Well, Abandon	7 EA	\$1,650.00	\$11,550.00	\$700.00	\$4,900.00	\$1,250.00	\$8,750.00	\$2,000.00	\$14,000.00	
10 Fire Hydrant Assembly, Rem	4 EA	\$1,100.00	\$4,400.00	\$700.00	\$2,800.00	\$1,250.00	\$5,000.00	\$1,500.00	\$6,000.00	
11 Water Main Abandonment	1,982 LFT	\$8.80	\$17,441.60	\$12.00	\$23,784.00	\$14.00	\$27,748.00	\$15.00	\$29,730.00	
12 Water Main, DIWM CL 54, 4 inch, Open Cut	10 LFT	\$187.00	\$1,870.00	\$250.00	\$2,500.00	\$265.00	\$2,650.00	\$175.00	\$1,750.00	
13 Water Main, DIWM CL 54, 8 inch, Open Cut	25 LFT	\$198.00	\$4,950.00	\$200.00	\$5,000.00	\$250.00	\$6,250.00	\$230.00	\$5,750.00	
14 Water Main, DIWM CL 54, 12 inch, Open Cut	2,002 LFT	\$203.50	\$407,407.00	\$220.00	\$440,440.00	\$300.00	\$600,600.00	\$275.00	\$550,550.00	
15 Water Main, Nitrile Gaskets Pack, 8-12 Inch	141 EA	\$88.00	\$12,408.00	\$95.00	\$13,395.00	\$85.00	\$11,985.00	\$250.00	\$35,250.00	
16 Gate Valve & Well, 12 inch	9 EA	\$11,000.00	\$99,000.00	\$11,500.00	\$103,500.00	\$8,100.00	\$72,900.00	\$13,000.00	\$117,000.00	
17 Tapping Sleeve Valve & Well, 36 inch x 12 inch	1 EA	\$44,000.00	\$44,000.00	\$40,000.00	\$40,000.00	\$43,900.00	\$43,900.00	\$30,000.00	\$30,000.00	
18 Fire Hydrant Assembly, Complete	5 EA	\$9,900.00	\$49,500.00	\$10,500.00	\$52,500.00	\$6,100.00	\$30,500.00	\$9,000.00	\$45,000.00	
19 Water Service Connection, 1 inch	15 EA	\$1,760.00	\$26,400.00	\$2,250.00	\$33,750.00	\$2,500.00	\$37,500.00	\$1,200.00	\$18,000.00	
20 Water Service Connection, 1.5 inch	1 EA	\$2,200.00	\$2,200.00	\$2,600.00	\$2,600.00	\$2,800.00	\$2,800.00	\$2,200.00	\$2,200.00	
21 Water Service Connection, 2 inch	4 EA	\$2,750.00	\$11,000.00	\$3,000.00	\$12,000.00	\$2,800.00	\$11,200.00	\$3,200.00	\$12,800.00	
22 Water Service, Type K Copper, 1 inch	265 LFT	\$38.50	\$10,202.50	\$30.00	\$7,950.00	\$90.00	\$23,850.00	\$25.00	\$6,625.00	
23 Water Service, Type K Copper, 1.5 inch	26 LFT	\$60.50	\$1,573.00	\$60.00	\$1,560.00	\$130.00	\$3,380.00	\$60.00	\$1,560.00	
24 Water Service, Type K Copper, 2 inch	28 LFT	\$71.50	\$2,002.00	\$70.00	\$1,960.00	\$200.00	\$5,600.00	\$75.00	\$2,100.00	
25 Water Service Curb Stop and Stop Box, 1 inch	10 EA	\$880.00	\$8,800.00	\$500.00	\$5,000.00	\$470.00	\$4,700.00	\$500.00	\$5,000.00	
26 Water Service Curb Stop and Stop Box, 1.5 inch	1 EA	\$1,100.00	\$1,100.00	\$875.00	\$875.00	\$1,180.00	\$1,180.00	\$700.00	\$700.00	
27 Water Service Curb Stop and Stop Box, 2 inch	1 EA	\$1,375.00	\$1,375.00	\$875.00	\$875.00	\$1,200.00	\$1,200.00	\$900.00	\$900.00	
28 Lead Service Replacement (as needed)	5 EA	\$11,000.00	\$55,000.00	\$7,000.00	\$35,000.00	\$7,500.00	\$37,500.00	\$5,500.00	\$27,500.00	
29 Water Main Connection, 4 inch to Existing 4 inch	1 EA	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	
30 Water Main Connection, 12 inch to Existing 8 inch	1 EA	\$8,800.00	\$8,800.00	\$6,500.00	\$6,500.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	
31 Water Main Connection, 12 inch to Existing 12 inch	7 EA	\$9,350.00	\$65,450.00	\$7,500.00	\$52,500.00	\$12,000.00	\$84,000.00	\$13,000.00	\$91,000.00	
32 Conc Base CSE, Nonreinf, 9 inch, Special	2,412 SYD	\$82.50	\$198,990.00	\$79.00	\$190,548.00	\$72.00	\$173,664.00	\$93.00	\$224,316.00	
33 Driveway, Nonreinf Conc, 8 inch	128 SYD	\$110.00	\$14,080.00	\$77.00	\$9,856.00	\$70.00	\$8,960.00	\$92.00	\$11,776.00	
34 Sidewalk, Conc, 4 inch	478 SFT	\$16.50	\$7,887.00	\$9.75	\$4,660.50	\$8.75	\$4,182.50	\$14.00	\$6,692.00	
35 Sidewalk, Conc, 8 inch, Exp Agg, Color C-14 or C-20	29 SFT	\$82.50	\$2,392.50	\$45.00	\$1,305.00	\$38.50	\$1,116.50	\$30.00	\$870.00	
36 Sidewalk Ramp, Conc, 8 inch, Exp Agg, Color Chromix Admixtures, C-32	555 SFT	\$82.50	\$45,787.50	\$17.00	\$9,435.00	\$155.50	\$86,302.50	\$30.00	\$16,650.00	
37 Detectable Warning Surface	5 FT	\$82.50	\$412.50	\$71.50	\$357.50	\$65.00	\$325.00	\$200.00	\$1,000.00	

Engineers Estimate					HMC, LLC		Springline Excavating, LLC		Lawrence M Clark, Inc.	
555 Hulet Dr.					6120 Millett Ave		32945 Folsom Rd		50850 Remis Rd	
Bloomfield Hills, MI 48302					Sterling Heights, MI 48312		Farmington Hills, MI 48336		Belleville, MI 48111	
248-454-6300					(586) 719-8495		(313) 491-6688		(734) 481-1565	
Item	Quantity		Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
38 Curb and Gutter, Conc. Det F6, Special	167	LFT	\$33.00	\$5,511.00	\$35.00	\$5,845.00	\$32.00	\$5,344.00	\$46.00	\$7,682.00
39 Curb Ramp Opening, Conc	33	LFT	\$33.00	\$1,089.00	\$35.00	\$1,155.00	\$32.00	\$1,056.00	\$46.00	\$1,518.00
40 Aggregate Base, 21AA, 10 inch, Special	1,249	TON	\$33.00	\$41,217.00	\$65.00	\$81,185.00	\$36.00	\$44,964.00	\$90.00	\$112,410.00
41 HMA, 5EMH, Special	436	TON	\$165.00	\$71,940.00	\$146.50	\$63,874.00	\$133.00	\$57,988.00	\$280.00	\$122,080.00
42 HMA, 4EMH, Special	219	TON	\$165.00	\$36,135.00	\$150.00	\$32,850.00	\$137.00	\$30,003.00	\$280.00	\$61,320.00
43 Pavt Marking, Sprayable Thermopl, 6 inch, White	325	FT	\$0.44	\$143.00	\$3.50	\$1,137.50	\$3.00	\$975.00	\$10.00	\$3,250.00
44 Pavt Marking, Sprayable Thermopl, 8 inch, White	300	FT	\$0.50	\$148.50	\$5.50	\$1,650.00	\$5.00	\$1,500.00	\$15.00	\$4,500.00
45 Pavt Marking, Ovly Cold Plastic, 24 inch, Stop Bar	25	FT	\$15.40	\$385.00	\$22.00	\$550.00	\$20.00	\$500.00	\$30.00	\$750.00
46 Pavt Marking, Ovly Cold Plastic, Rt Turn Arrow Sym	3	EA	\$220.00	\$660.00	\$275.00	\$825.00	\$250.00	\$750.00	\$500.00	\$1,500.00
47 Pavt Marking, Ovly Cold Plastic, 12 inch, Crosswalk	61	FT	\$7.70	\$469.70	\$11.00	\$671.00	\$10.00	\$610.00	\$40.00	\$2,440.00
48 Dr. Structure, 24 inch dia (As-Needed)	3	EA	\$2,750.00	\$8,250.00	\$2,750.00	\$8,250.00	\$2,600.00	\$7,800.00	\$4,000.00	\$12,000.00
49 Dr. Structure, 48 inch dia (As-Needed)	2	EA	\$3,850.00	\$7,700.00	\$4,000.00	\$8,000.00	\$3,600.00	\$7,200.00	\$5,000.00	\$10,000.00
50 Structure, Adj, Special	7	EA	\$880.00	\$6,160.00	\$1,000.00	\$7,000.00	\$2,000.00	\$14,000.00	\$1,500.00	\$10,500.00
51 Remove and Replace Storm Sewer, Less than 24 inch (As-Needed)	57	LFT	\$104.50	\$5,956.50	\$190.00	\$10,830.00	\$116.00	\$6,612.00	\$200.00	\$11,400.00
52 Sewer Bulkhead, 12 inch	2	EA	\$550.00	\$1,100.00	\$300.00	\$600.00	\$650.00	\$1,300.00	\$1,500.00	\$3,000.00
53 Underdrain, 6 inch, Special (As-Needed)	1,000	LFT	\$33.00	\$33,000.00	\$15.00	\$15,000.00	\$22.00	\$22,000.00	\$15.00	\$15,000.00
54 Sanitary Sewer Service, Rem and Repl (As-Needed)	2	EA	\$2,750.00	\$5,500.00	\$3,500.00	\$7,000.00	\$2,600.00	\$5,200.00	\$1,500.00	\$3,000.00
55 Site Restoration	500	SYD	\$7.70	\$3,850.00	\$22.00	\$11,000.00	\$25.00	\$12,500.00	\$20.00	\$10,000.00
56 Maintaining Traffic	1	LS	\$50,000.00	\$50,000.00	\$35,000.00	\$35,000.00	\$95,000.00	\$95,000.00	\$20,000.00	\$20,000.00
57 Soil Erosion and Sedimentation Control	1	LS	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$4,300.00	\$4,300.00	\$8,500.00	\$8,500.00
58 Non Haz Contaminated Material Handling, Disposal, LM (CYD)	600	CYD	\$165.00	\$99,000.00	\$50.00	\$30,000.00	\$75.00	\$45,000.00	\$120.00	\$72,000.00
59 Allowance for Permit Fees	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
60 Allowance for Live Tapping	1	LS	\$17,798.00	\$17,798.00	\$17,798.00	\$17,798.00	\$17,798.00	\$17,798.00	\$17,798.00	\$17,798.00
61 Exploratory Excavation and Utility Locating, Pavement	1	EA	\$5,500.00	\$5,500.00	\$10,500.00	\$10,500.00	\$12,500.00	\$12,500.00	\$750.00	\$750.00
62 Observation Crew Days - Base Contract Allowance	90	Days	\$700.00	\$63,000.00	\$700.00	\$63,000.00	\$700.00	\$63,000.00	\$700.00	\$63,000.00
63 Observation Crew Days - Excess of Base Contract		Days	0	\$0.00	0	\$0.00	0	\$0.00	10	\$7,000.00
TOTAL AMOUNT OF BID				\$1,804,966.90		\$1,679,996.50		\$1,971,927.50	*	\$2,050,047.00
TOTAL AMOUNT OF BID (LESS OBSERVATION CREW DAYS)				\$1,741,966.90		\$1,616,996.50		\$1,908,927.50		\$1,980,047.00

Additional Bidders:	TOTAL	
D'Angelo Brothers	\$2,072,187.50	*
DiPonio Contracting, LLC	\$2,385,096.00	

ENGINEER:
Hubbell, Roth & Clark, Inc.
555 Hulet Drive
Bloomfield Hills, MI 48302

* Corrected by Engineer

PROPOSAL
FOR
MERRIMAN ROAD WATER MAIN IMPROVEMENT PROJECT
CITY OF LIVONIA
WAYNE COUNTY, MICHIGAN

City of Livonia
33000 Civic Center Drive
Livonia, Michigan 48154

Bids Due: Tuesday, May 21, 2024
On or Before 2:00 pm, Local Time
HRC Job No. 20211079

To Prospective Bidders:

Name of Bidder: HMC, LLC

Address: 6120 Millett Ave- Sterling Heights, MI 48312

Date: 05/21/2024 Telephone: 586-719-8495 Fax: N/A

The above, as Bidder, hereby declares this bid is made in good faith without fraud or collusion with any persons bidding, and that the Drawings, Specifications, and all other information referenced in the Instructions to Bidders have been examined. Further, the Bidder is familiar with the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to the performance of the Contract.

The Bidder acknowledges that no representations or warranties of any nature whatsoever have been received, or are relied upon from the City of Livonia, its agents or employees, as to any conditions to be encountered in accomplishing the work and that the bid is based solely upon the Bidder's own independent judgment.

The above, as Bidder, hereby certifies that the Drawings, Specifications, and other data provided by the Owner for bidding purposes have been examined. Further, the undersigned certifies that the proposed construction methods have been reviewed and found acceptable for the conditions which can be anticipated from the information provided for bidding.

The Bidder hereby affirms that the site of work has been inspected and further declares that no charges in addition to the Individual Unit Prices shall be made on account of any job circumstances or field conditions which were present and/or ascertainable prior to the bidding. In addition, The Contractor, as such and as Bidder, shall make the determination as to existing soil conditions and shall also complete the work under whatever conditions created by the Contractor/Bidder's sequence of construction, construction methods, or other conditions the Contractor/Bidder may create, at no additional cost to the Owner.

The above, as Bidder, confirms knowledge of the location of the proposed Merriman Road Water Main Improvement Project and appurtenant construction in the City of Livonia, Wayne County, Michigan, and the conditions under which it must be constructed; and also declares to have carefully examined the Drawings, Specifications, and Contract Documents which the Bidder understands and accepts as sufficient for the purpose of constructing said Merriman Road Water Main Improvement Project, and appurtenant work, and agrees to contract with the City of Livonia to furnish all labor, materials, tools, equipment, facilities and supervision necessary to do all the work specified and prescribed for the City of Livonia, in strict accordance with the

CITY OF LIVONIA
MERRIMAN ROAD WATER MAIN IMPROVEMENT PROJECT

PROPOSAL
00300 / 2

Owner's General Conditions, and with the full intent of the Drawings and Specifications, prepared by Hubbell, Roth & Clark, Consulting Engineers, and will accept in full payment therefore the sum of:

BASE BID

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Mobilization, Max 5%	1 ls	@ \$ 78,750.00	= \$ 78,750.00
2. Color Audio-Video Route Survey	1 ls	@ \$ 2,800.00	= \$ 2,800.00
3. HMA Surface, Rem	2,978 syd	@ \$ 10.50	= \$ 31,269.00
4. Sidewalk, Rem	1,062 sft	@ \$ 12.00	= \$ 12,744.00
5. Pavt, Rem	2,534 syd	@ \$ 18.00	= \$ 45,612.00
6. Curb and Gutter, Rem	200 lft	@ \$ 20.00	= \$ 4,000.00
7. Dr Structure, Rem (As-Needed)	5 ea	@ \$ 350.00	= \$ 1,750.00
8. Sewer, Rem, Less than 24 inch	15 lft	@ \$ 20.00	= \$ 300.00
9. Gate Well, Abandon	7 ea	@ \$ 700.00	= \$ 4,900.00
10. Fire Hydrant Assembly, Rem	4 ea	@ \$ 700.00	= \$ 2,800.00
11. Water Main Abandonment	1,982 lft	@ \$ 12.00	= \$ 23,784.00
12. Water Main, DI WM CL 54, 4 inch, Open Cut	10 lft	@ \$ 250.00	= \$ 2,500.00
13. Water Main, DI WM CL 54, 8 inch, Open Cut	25 lft	@ \$ 200.00	= \$ 5,000.00
14. Water Main, DI WM CL 54, 12 inch, Open Cut	2,002 lft	@ \$ 220.00	= \$ 440,440.00
15. Nitrile Gaskets	141 ea	@ \$ 95.00	= \$ 13,395.00
16. Gate Valve & Well, 12 inch	9 ea	@ \$ 11,500.00	= \$ 103,500.00
17. Tapping Sleeve Valve & Well, 36 inch x 12 inch	1 ea	@ \$ 40,000.00	= \$ 40,000.00
18. Fire Hydrant Assembly, Complete	5 ea	@ \$ 10,500.00	= \$ 52,500.00
19. Water Service Connection, 1 inch	15 ea	@ \$ 2,250.00	= \$ 33,750.00
20. Water Service Connection, 1.5 inch	1 ea	@ \$ 2,600.00	= \$ 2,600.00
21. Water Service Connection, 2 inch	4 ea	@ \$ 3,000.00	= \$ 12,000.00
22. Water Service, Type K Copper, 1 inch	265 lft	@ \$ 30.00	= \$ 7,950.00
23. Water Service, Type K Copper, 1.5 inch	26 lft	@ \$ 60.00	= \$ 1,560.00
24. Water Service, Type K Copper, 2 inch	28 lft	@ \$ 70.00	= \$ 1,960.00
25. Water Service Curb Stop and Stop Box, 1 inch	10 ea	@ \$ 500.00	= \$ 5,000.00
26. Water Service Curb Stop and Stop Box, 1.5 inch	1 ea	@ \$ 875.00	= \$ 875.00
27. Water Service Curb Stop and Stop Box, 2 inch	1 ea	@ \$ 875.00	= \$ 875.00
28. Lead Service Replacement (As-Needed)	5 ea	@ \$ 7,000.00	= \$ 35,000.00
29. Water Main Connection, 4 inch to Existing 4 inch	1 ea	@ \$ 5,000.00	= \$ 5,000.00
30. Water Main Connection, 12 inch to Existing 8 inch	1 ea	@ \$ 6,500.00	= \$ 6,500.00
31. Water Main Connection, 12 inch to Existing 12 inch	7 ea	@ \$ 7,500.00	= \$ 52,500.00
32. Conc Base CSE, Nonreinf, 9 inch, Special	2,412 syd	@ \$ 79.00	= \$ 190,548.00
33. Driveway, Nonreinf Conc. 8 inch	128 syd	@ \$ 77.00	= \$ 9,856.00
34. Sidewalk, Conc, 4 inch	478 sft	@ \$ 9.75	= \$ 4,660.50
35. Sidewalk, Conc, 8 inch, Exp Agg, Color C-14 or C-20	29 sft	@ \$ 45.00	= \$ 1,305.00
36. Sidewalk Ramp, Conc, 8 inch, Exp Agg, Color Chromix Admixture	555 sft	@ \$ 17.00	= \$ 9,435.00
37. Detectable Warning Surface	5 ft	@ \$ 71.50	= \$ 357.50
38. Curb and Gutter, Conc. Det F6, Special	167 lft	@ \$ 35.00	= \$ 5,845.00
39. Curb Ramp Opening, Conc	33 lft	@ \$ 35.00	= \$ 1,155.00
40. Aggregate Base, 21AA, 10 inch, Special	1,249 ton	@ \$ 65.00	= \$ 81,185.00
41. HMA, 4EMH, Special	436 ton	@ \$ 146.50	= \$ 63,874.00

Hubbell, Roth & Clark, Inc.
Job 20211079

CITY OF LIVONIA
MERRIMAN ROAD WATER MAIN IMPROVEMENT PROJECT

PROPOSAL
00300 / 3

42. HMA, 5EMH, Special	219 ton	@ \$ 150.00	= \$ 32,850.00
43. Pavt Marking, Sprayable Thermopl, 6 inch, White	325 ft	@ \$ 3.50	= \$ 1,137.50
44. Pavt Marking, Sprayable Thermopl, 8 inch, White	300 ft	@ \$ 5.50	= \$ 1,650.00
45. Pavt Marking, Ovly Cold Plastic, 24 inch, Stop Bar	25 ft	@ \$ 22.00	= \$ 550.00
46. Pavt Marking, Ovly Cold Plastic, Rt Turn Arrow Sym	3 ea	@ \$ 275.00	= \$ 825.00
47. Pavt Marking, Ovly Cold Plastic, 12 inch, Crosswalk	61 ft	@ \$ 11.00	= \$ 671.00
48. Dr. Structure, 24 inch dia (As-Needed)	3 ea	@ \$ 2,750.00	= \$ 8,250.00
49. Dr. Structure, 48 inch dia (As-Needed)	2 ea	@ \$ 4,000.00	= \$ 8,000.00
50. Structure, Adj, Special	7 ea	@ \$ 1,000.00	= \$ 7,000.00
51. Remove and Replace Storm Sewer, Less than 24 inch	57 lft	@ \$ 190.00	= \$ 10,830.00
52. Sewer Bulkhead, 12 inch	2 ea	@ \$ 300.00	= \$ 600.00
53. Underdrain, 6 inch, Special (As-Needed)	1,000 lft	@ \$ 15.00	= \$ 15,000.00
54. Sanitary Sewer Service, Rem and Repl (As-Needed)	2 ls	@ \$ 3,500.00	= \$ 7,000.00
55. Site Restoration	500 syd	@ \$ 22.00	= \$ 11,000.00
56. Maintaining Traffic	1 ls	@ \$ 35,000.00	= \$ 35,000.00
57. Soil Erosion and Sedimentation Control	1 ls	@ \$ 3,500.00	= \$ 3,500.00
58. Non Haz Contaminated Material Handling and Disposal, LM	600 cyd	@ \$ 50.00	= \$ 30,000.00
59. Allowance for Permit Fees	1 ls	@ \$ 30,000.00	= \$ 30,000.00
60. Allowance for Live Tapping	1 ls	@ \$ 17,798.00	= \$ 17,798.00
61. Exploratory Excavating and Utility Location, Pavt	1 ea	@ \$ 10,500.00	= \$ 10,500.00
62. Observation Crew Days – Base Contract Allowance	90 Days	@ \$ 700.00	= \$ 63,000.00
63. Observation Crew Days – Excess of Base Contract	0 Days	@ \$ 700.00	= \$ 0.00

Total Amount of Bid

\$ 1,694,996.50

The Owner, at its sole discretion, reserves the right to award to the Bidder who, in the sole determination of the Owner, will best serve the interest of the Owner. The Owner reserves the right to accept any bid, to reject any or all bids, to waive any and all informalities involving price, time, or changes in the work, and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. However, it is the intention of the Owner to award to the low total bid to one bidder. Also, the Owner reserves the right to reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the Owner.

TAXES

The Bidder affirms that all applicable Federal, State and Local taxes of whatever character and description are included in all prices stated in this Form of Proposal.

ADDENDA

The Bidder acknowledges the following Addenda, covering revisions to the drawings or specifications and the cost, if any, of such revision has been included in the quoted proposal:

Addendum No. _____	01	Dated _____	04/30/2024
Addendum No. _____	02	Dated _____	05/17/2024
Addendum No. _____		Dated _____	
Addendum No. _____		Dated _____	

FEES

The Bidder shall refer to the General Conditions for allowable Fees for additional work performed, upon Owner's written authorization, by Bidder's own forces and/or for additional work, upon Owner's written authorization, by Bidder's subcontractors.

COMPLETE BID

The following items shall be submitted for the bid to be considered complete:

1. Completed proposal form on Owner supplied sheets
2. Completed Bid Bond form included in this Section
3. Addenda acknowledgement herein
4. Schedule based on July 8, 2024 construction start date
5. Signed Coordination Clause (refer to Section 00200)
6. Completed "Iran Linked Business" certification form (refer to Section 00704)

TIME OF COMPLETION

If awarded the Contract for the Merriman Road Water Main Improvement Project, we agree to have all underground by August 23, 2024 and the road pavement work to be completed by September 23, 2024. Substantial Completion is defined that the facility is ready to use for its intended purpose with all utility systems fully functional.

The Bidder hereby agrees to furnish the required Bonds, Insurance Certificates, and Policies within ten (10) days after acceptance of this Proposal.

Final Completion with all clean-up and punch-list items shall be complete by October 11, 2024.

The execution of all work and specific constraints as described in the contract drawings and specifications, with particular reference to Section 01010 Progress Schedule and Staging Requirements, must be strictly adhered to.

LIQUIDATED DAMAGES

Time is of the essence for completion of this project in order to have the Project ready for the (OWNER). The Bidder guarantees that the work will be completed within the time limit stated herein before or within the time as extended as provided elsewhere in the Specifications. Inasmuch as the damage and loss to the Owner which will result from the failure of the Bidder to complete the work within the stipulated time, will be most difficult or impossible to accurately determine, it is mutually agreed that the damages to the Owner for such delay and failure on the part of the Bidder shall be liquidated in the amount of Seven Hundred Dollars (\$700.00), for each and every calendar day by which the Bidder shall fail to complete the work or any part thereof within the provisions hereof, and such liquidated damages shall not be considered as a penalty.

The Owner will deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages, and in case those amounts are less than the amount of actual liquidated damages, the Bidder shall pay the difference upon demand of the Owner.

We understand that liquidated damages may be assessed should we fail to meet the stipulated completion dates. Specifically, liquidated damages will be assessed daily beginning September 23, 2024 until such a time that Substantial Completion is achieved and further if all work is not completed by the Final Completion Date.

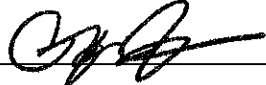
BIDS TO REMAIN FIRM

The price stated in this Proposal shall be guaranteed for a period of not less than 60 days from the bid due date and if authorized to proceed within that period, the bidder agrees to complete the work covered by the Proposal at said price.

If this Proposal is accepted by the Owner and the undersigned shall fail to contract as aforesaid and to furnish the required surety bonds within fifteen (15) days after being notified of the acceptance of their bid, then the undersigned shall be considered to have abandoned the contract, and the Certified Check, Cashier's Check or Bid Bond accompanying this Proposal shall be forfeited to the City of Livonia

If the undersigned enters into the contract in accordance with their proposal, or if their proposal is not accepted, then the accompanying bid guarantee shall be returned to the undersigned.

Company Name: HMC, LLC

Signature: 

Title: Member

Address: 6120 Millett Ave- Sterling Heights, MI 48312

County: Macomb

State: Michigan

Telephone No.: 586-719-8495

Fax No.: N/A

Email Address: michelle@contracthmc.com

LEGAL STATUS OF BIDDER

This Bid is submittal in the name of:

(Print) HMC, LLC

The undersigned hereby designates below the business address to which all notices, directions or other communications may be served or mailed:

Street 6120 Millett Avenue

City Sterling Heights

State Michigan

Zip Code 48312

The undersigned hereby declares the legal status checked below:

☐ INDIVIDUAL

☐ INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME

☐ CO-PARTNERSHIP

The Assumed Name of the Co-Partnership is registered in the County of _____, Michigan

☒ CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF Michigan

_____. The Corporation is

☐ LICENSED TO DO BUSINESS IN MICHIGAN

☒ NOT NOW LICENSED TO DO BUSINESS IN MICHIGAN **(Not Required)

The name, titles, and home addresses of all persons who are officers or partners in the organization are as follows:

A corporation duly organized and doing business under the laws of the State of Michigan

NAME AND TITLE

HOME ADDRESS

Giuseppe Tiseo- Member

2514 Portabello Drive Troy, MI 48083

Silvio Giannetti- Member

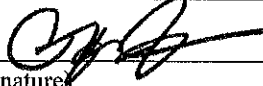
6415 Hall Road Dryden, MI 48428

Benjamin Hewines- Member

6114 Glyndebourne Drive Troy, MI 48098

Signed and Sealed this 21st

day of May, 2024

By (Signature) 

Giuseppe Tiseo

Printed Name of Signer

Member

Title

SUBMITTAL

2

BID BOND

CHARTER TOWNSHIP OF PLYMOUTH
ANN ARBOR ROAD WATER MAIN REPLACEMENT PROJECT

PROPOSAL
00300 / 7

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, HMC, LLC

As Principal, hereinafter called the Principal, and Selective Insurance Company of America

A corporation duly organized under the laws of the State of New Jersey

As surety, hereinafter called the SURETY, are held and firmly bound unto:

The Owner: Charter Township of Plymouth

in the sum of Five Percent of Total Bid Amount Dollar (\$ 5%),

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Ann Arbor Water Main Replacement Project in the
Charter Township of Plymouth

NOW, THEREFORE, if the OWNER shall accept the bid of the Principal and the Principal shall enter into a contract with the OWNER in accordance with the terms of such bid, and give such bond or bonds as may be specified in the CONTRACT DOCUMENTS with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the OWNER the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the OWNER may in good faith contract with another party to perform the work covered by said bid, then his/her obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of May, 2024

(Witness)

(Principal) HMC, LLC

(Seal)

(Title) GIUSEPPE TISEO - MEMBER

(Surety) Selective Insurance Company of America

(Title) Angelo G Zervos, Attorney-in-Fact



END OF SECTION

SELECTIVE
BE UNIQUELY INSUREDSM

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1310323

POWER OF ATTORNEY

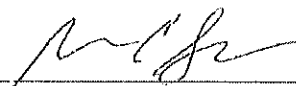
SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Angelo G. Zervos**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$6,000,000.00**

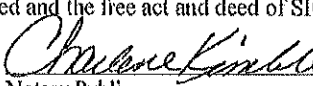
Signed this 7th day of May, 2024

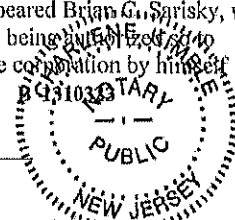
SELECTIVE INSURANCE COMPANY OF AMERICA
By: 
Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines


STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this 7th day of May, 2024 before me, the undersigned officer, personally appeared **Brian C. Sarisky**, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn, do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 02/26


Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 7th day of May, 2024,


Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY

SUBMITTAL

3

ADDENDA

ACKNOWLEDEMENT (BID FORM- PG 4)

SUBMITTAL

4

**PROJECT
SCHEDULE**



6120 Millett Ave | Sterling Heights, MI 48312

Project Schedule

Date: May 21, 2024

Submitted To: City of Livonia
12973 Farmington Rd.
Livonia, Michigan 48150

Project Name: Merriman Road Water Main
Improvement Project

Attn: HRC

Project Number: 20211079

July 8th, 2024 to July 10th, 2024

- Construction Video
- Traffic Control Set Up
- Mobilization
- Exploratory Excavating
- Tapping Sleeve Valve & Well, 36 inch x 12 inch

July 11th, 2024 to July 24th, 2024

- Install Water Main
- Water Main, DI WM CL 54, 4 inch, Open Cut
- Water Main, DI WM CL 54, 8 inch, Open Cut
- Water Main, DI WM CL 54, 12 inch, Open Cut

July 25th, 2024 to July 29th, 2024

- Install Fire Hydrant Assembly, Complete

August 1st, 2024 to August 6th, 2024

- Pressure Testing
- Bacteria Testing

August 4th, 2024

- Install Tapping Sleeve Valve & Well, 36 inch x 12 inch

August 5th, 2024 August 9th, 2024

- Water Main Connections
- Connection, 4 inch to Existing 4 inch
- Connection, 12 inch to Existing 8 inch
- Connection, 12 inch to Existing 12 inch

August 12th, 2024 to August 16th, 2024

- Install Water Services
- Water Service, Type K Copper, 1 inch
- Water Service, Type K Copper, 1.5 inch
- Water Service, Type K Copper, 2 inch

August 19th, 2024 to August 21st, 2024

- Water Main Abandonment

August 22nd, 2024 to August 30th, 2024

- HMA Surface Removal
- Pavement Removal
- Aggregate Base, 21AA

September 3rd, 2024 to September 13th, 2024

- Install all Concrete Pavement, Curb and Gutter, Sidewalk, & Driveways

September 16th, 2024 to September 18th, 2024

- Backfill
- Restoration

September 19th, 2023 to September 23rd, 2024

- Install HMA Pavement

September 24th, 2024 to September 27th,

- Final Clean-Up

September 30th, 2024 to October 2nd, 2024

- Pavement Marking
- De-Mobilization
- Open Lanes to Traffic

SUBMITTAL

5

**COORDINATION
CLAUSE**

SECTION 00200

COORDINATION CLAUSE

DESCRIPTION

This clause summarizes the currently known conflicts, cooperation and coordination to aid in the successful construction of the project.

PUBLIC UTILITIES

Comply with Public Act 174 of 2013 (MISS DIG Underground Facility Damage and Protection Act) to reduce the incidences of damage to underground facilities.

The Project Notes (Sheet A) of the drawings show a list of utility companies that have facilities located within the Project Area.

KNOWN CONSTRUCTION PROJECT WITHIN THE AREA

The Contractor shall coordinate its work on this project with that by the Contractor on other projects, and as directed by the Engineer. No additional compensation will be allowed for costs incurred by the Contractor due to coordinating with or delays caused by other projects.

Consumers Energy Gas Replacement Project along Plymouth between Farmington and Middlebelt.

TAPPING THE EXISTING 36-INCH WATER MAIN

The work required to perform the tap to the existing 36-inch concrete water main will be paid for as three separate pay items; Exploratory Excavation and Utility Location, Pvmt, Allowance for Live Tapping, and Tapping Sleeve Valve & Well, 36 inch x 12 inch. Refer to Section 01220 for full description of measurement and payment of these pay items.

The work required to tap the 36-inch main is as follows:

The general contractor will be responsible for the exploratory excavation necessary to locate, expose and provide access to allow the water tap subcontractor to measure the outside diameter of the existing 36-inch concrete water main. This work shall be done no sooner than four (4) weeks before the live tap work being done. The water tap subcontractor will be responsible to accurately measure and order the correct size tapping sleeve and valve to be installed.

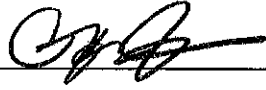
At the time of the tapping sleeve and valve installation, the general contractor will be responsible to excavate, expose, provide access for the water tap subcontractor to install the sleeve and valve, and build the size structure (including but not limited to the cookie, casting and frame) necessary to house the tapping sleeve and valve, and backfill. The work shall be done in accordance with Section 02660 and City of Livonia Water Main Standard Details.

The Contractor shall acknowledge that they have reviewed and agree to the coordination and special conditions described in this Section by signing below.

Acknowledged By:

Company: HMC, LLC

Signature: _____



Printed Name: Giuseppe Tiseo

Title: Member

Date: 05/21/2024

SUBMITTAL

6

**IRAN LINKED
BUSINESS CERT.
FORM**

**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (*the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.*), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	HMC, LLC
Street Address	6120 Millett Avenue
City	Sterling Heights
State, Zip	MI 48312
Corporate I.D. Number / State	D3732N/Michigan
Taxpayer I.D. #	61-1856620

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the Owner.

Signature of Vendor's
Authorized Agent:



Printed Name of Vendor's
Authorized Agent:

Giuseppe Tise- Member

Witness Signature:



Printed Name of Witness:

Michelle L Hazlett- Executive Director of Operations

SUBMITTAL

7

PROJECT

REFERENCES



Underground Project References

Project Name: Michigan Ave Service Drive SS & WM & Telegraph SS

Location: City of Dearborn

Contract Amount: \$1,134,495.00

Contact: Soud El-Jamaly, PE

Phone: (313) 943-2145

Description:

- Replacement of watermain and storm sewers
 - 16" Inch D.I. 900.00 Feet
 - 12" Inch D.I. 95.00 Feet
 - 8" Inch D.I. 100.00 Feet
- Project completed 2023

Project Name: Park & Nona Reconstruction

Location: City of Dearborn

Contract Amount: \$3,011,834.40

Contact: Soud El-Jamaly, PE

Phone: (313) 943-2145

Description:

- Replacement of watermain and storm sewers
 - 8" Inch D.I. 3,686.00 Feet
- Removal and replacement of concrete road
- Project completed 2021

Project Name: Storm Sewer Improvement Project

Location: Kercheval Rd Int w/ Cadieux & Notre Dame- City of Grosse Pointe

Contract Amount: \$1,057,146.25

Contact: Dean Martindale- AEW, Project Manager

Phone: (586) 726-1234

Description:

- Replacement Water Main
 - 8" Inch HDPE 591.00 Feet



- Replacement Strom Sewer
- Project on track/within budget, final completion expected Spring 2024

Project Name: Summer Street Reconstruction

Location: Cass Ave & Van Dyke Ave- Utica, MI

Contract Amount: \$142,532.05

Contact: Sal Conigliaro- Hubel Roth & Clark-

Phone: (248) 454-6300

Description:

- Replacement of watermain
 - 8" Inch D.I. 300.00 Feet
- Project completed 2021

Project Name: Holland and Semloh Street Water Main Extension

Location: Lapeer Rd. & E. Scripps Rd. – Orion Township

Contract Amount: \$380,000.00

Contact: Jerry Ashburn – OHM

Phone: (734) 891-2450

Description:

- Replacement of watermain
 - 8" Inch D.I. 1071.00 Feet
- Project completed 2022

Project Name: Beck Heritage Farms Site Condominiums

Location: 2553 23 Mile Road Shelby Township, MI 48316

Contract Amount: \$1,365,864.85

Contact: Mark Gesuale – Wolverine Building Company

Phone: (586) 219-2212

Description:

- Install watermain
 - 12" Inch D.I. 3,000.00 Feet
 - 8" Inch D.I. 2,100.00 Feet
- Project Completed winter of 2024 (Started Fall/Winter 2023)



Project Name: Stoney Creek Cove

Location: 56395 Newport Dr. Shelby Township, MI 48316

Contract Amount: \$938,256.54

Contact: Mark Gesuale – Wolverine Building Company

Phone: (586) 219-2212

Description:

- Install watermain
 - 8" Inch D.I. 3,050.00 Feet
- Project Completed 2022

SUBMITTAL

8

STATEMENT

OF

QUALIFICATIONS

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: HMC, LLC

Address: 6120 Millett Avenue

Phone: 586-719-8495

Sterling Heights, MI 48312

Number of years operating under your present name: 14

Bonding Capacity: \$6MIL

Bonding Company: Zervos Agency, Inc.

Phone: 248-355-4411

General nature of work performed by your company underground/sewer/water main

KEY PERSONNEL:

<i>Name</i>	<i>Position</i>	<i>Years Experience</i>	<i>Years with Company</i>
<u>See Supplement A- Resumes</u>			

MAJOR EQUIPMENT:

<i>Equipment</i>	<i>Manufacturer</i>	<i>Model No.</i>	<i>No.</i>
<u>See Supplement B- Equipment List</u>			

CURRENT PROJECTS UNDER CONTRACT:

<i>Project Name</i>	<i>Location</i>	<i>Contract Amt</i>	<i>Completion Date</i>
<u>Riverside Hospital Demolition</u>	<u>Trenton, MI</u>	<u>\$1,450,500.00</u>	<u>07/01/2024</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

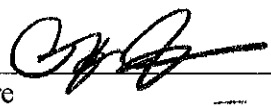
Additional information that may be pertinent to demonstrate your ability to complete this project.

Has your company defaulted on a contract?

No

If yes, where and why?

I hereby certify that the above answers are correct and true.

By: 

Signature

Giuseppe Tiseo

Name

Member

Title

Number of additional sheets attached 9

SUPPLEMENT

A

Giuseppe Tiseo
HMC, LLC, 4755 Rochester Road, Troy, MI 48085
586-718-8451

CONTRACTOR BACKGROUND

HMC, LLC

January 2018 – Present

Troy, MI

- Paving foreman
- Estimating
- Project management
- Manages 14 workers

*See “2018 Project References” for projects managed

Mark Anthony Contracting

April 2014 – August 2017

Rochester, MI

- Paving foreman for concrete paving projects
- Project manager/estimator during winter months
- Supervisor of entire field operation
- Managed paving crew

*See “Projects Managed” on sheets 2-4

Four Star Excavating

2011 – 2014 (winter months)

Dallas, TX

- Operator and laborer for underground water main, storm & sanitary sewer construction projects

Tiseo Paving Company

2013 (winter months)

Mesquite, TX

- Operator and finisher for concrete paving projects

Tiseo Brothers, Inc

May 2007 – November 2012

Washington, MI

- Operator, finisher, sawman, and labor for concrete paving and underground construction projects

Projects Managed For Mark Anthony Contracting

Pierce and Jenette Street Reconstruction

City of Southfield (2017)

- 1.5 month project
- 3 residential streets
- 15,000 SYD of concrete pavement
- Contract amount: \$700,000
- Engineer: Hubbell, Roth & Clark, Inc
- Contact: Bernie (248) 535-3380

Hanover and Norwich Road Pavement Reconstruction Project

City of Pleasant Ridge (2017)

- 1 month project
- 2 residential streets
- Removals and excavation, placing aggregate base, concrete paving, water main and storm/sanitary sewer utility installation
- 3,500 SYD of 8" concrete pavement
- Contract amount: \$900,000
- Engineer: Anderson, Eckstein and Westrick, Inc
- Contact: Mike Smith (586) 726-1234

2017 Special Assessment Paving Contract CAP1630

City of Royal Oak (2017)

- 5 month project
- 9 residential streets
- Removals and excavation, placing aggregate base, concrete paving, water main and storm sewer utility installation
- 12,000 SYD
- Contract amount: \$1.7 million
- Engineer: City of Royal Oak
- Contact: Holly 248-885-1760

2017 Road Reconstruction Improvements CAP1735

City of Royal Oak (2017)

- 4 month project
- 4 residential streets
- Removals and excavation, placing aggregate base, concrete paving, water main and storm sewer utility installation
- 12,000 SYD of 7" concrete pavement placed
- Contract amount: \$2.0 million
- Engineer: Nowak & Fraus Engineers
- Contact: Holly 248-885-1760

Clearstone Subdivision (26 Mile and Romeo Plank)

City of Macomb (2016)

- 1.5 week project
- 13,000 SYD of 8" concrete placed
- Contract amount: \$400,000
- Contact: Sam Dimercurio (586) 321-6610

Homearama 2016 Christenbury Creek (22 Mile & Card)

City of Macomb (2016)

- 3 week project
- 22,000 SYD of 8" concrete placed
- Contract amount: \$1.0 million

MacArthur Boulevard Pavement and Water Main Replacement

City of Warren (2016)

- 2 week project
- Subcontractor to Pamar
- 11,000 SYD of 7" concrete placed
- Contract amount: \$600,000
- Engineer: City of Warren
- Contact: Chris McEachran (586) 291-3867

Winfield Avenue Pavement Reconstruction

City of Warren (2016)

- 1 month project
- 1 residential street
- Removals and excavation, placing aggregate base, concrete paving
- 2,000 SYD of 7" concrete placed
- Contract amount: \$250,000
- Engineer: City of Warren
- Contact: Chris McEachran (586) 291-3867

2016 Concrete Road Replacement Program

City of Rochester Hills (2016)

- 5 month project
- 14 residential streets
- Removals and excavation, placing aggregate base, concrete paving, and storm sewer utility installation
- 29,000 SYD of 8" concrete placed
- Contract amount: \$2.4 million
- Engineer: City of Rochester Hills
- Contact: (248) 656-4640

Hunters Park Subdivision Paving (Square Lake & John R)

City of Troy (2015)

- 1 week project
- Concrete paving project for new development
- 4,500 SYD of 8" concrete pavement

- Contact: Mondrian Properties (586) 726-7340
- Mulberry Meadows Subdivision Paving (23 Mile & Mound)
Shelby Township (2015)

- 2 week project
- Concrete paving project for new development
- Subcontractor to Dan's Excavating.
- 12,000 SYD of 8" concrete place
- Contact: Acadia Home Builders (586) 789-9123

2015 Concrete Pavement Reconstruction Project

City of St. Clair Shores (2015)

- 3 month project
- 3 residential streets
- Removals and excavation, placing aggregate base, concrete paving and water main, sanitary & storm sewer utility installation
- Contract amount: \$1.5 million
- Engineer: Anderson, Eckstein and Westrick, Inc

Silvio Giannetti
HMC, LLC, 4755 Rochester Road, Troy, MI 48085
(810) 358-5967

CONTRACTOR BACKGROUND

HMC, LLC

January 2018 – Present

Troy, MI

- Excavation/underground foreman

*See “2018 Project References” for projects managed

Mark Anthony Contracting

April 2014 – October 2017

Rochester, MI

- Excavation/Underground Foreman
- Managed 7-10 workers

*See “Projects Managed” on Giuseppe Tiseo’s resume for projects managed as foreman

Dilisio Contracting, Inc

April 2013 – November 2014

Clinton Township, MI

- Operator for road construction projects
- Managed 2-4 workers

Tiseo Brothers, Inc

May 2011 – November 2012

Washington, MI

- Operator for underground and excavation construction projects

Giannetti Contracting Corporation

May 2001 – December 2011

Pompano Beach, FL

Sterling Heights, MI

- Underground operator for water main and storm/sanitary sewer construction projects

SUPPLEMENT

B



Machine-Equipment- Tool-Vehicle	Year	Make	Model	Serial #
Backhoe Loader	2012	Caterpillar	420E AP	SN: 0DJL02889
Boom Lift		JLG	601	SN:0300056363
Concrete Breaker		Arrow	203500	SN: M6318A-2
Bull Dozer	2005	Caterpillar	D3G	SN: JMH01512 (2008)
Bull Dozer	2019	Caterpillar	D5K2LGP	SN: KY208023
Bull Dozer	2006	Caterpillar	D5G	SN: WGB01627 (2006)
Bull Dozer		John Deer	550	SN: T0550GH747689
Excavator	2006	Caterpillar	325D	SN: A3R00170
Excavator	1991	Caterpillar	235C	SN: 5AF01631
Excavator	2005	Caterpillar	345B	SN: PJW00433550XM
Excavator	1997	Caterpillar	320B	SN: 6CR00823X
Excavator	1995	Caterpillar	M318 MH	SN: 8AL00252 (?)
Excavator	2008	Caterpillar	M318D	SN:W8P00763
Excavator	2008	Caterpillar	304CCR A	SN: OFPK03659 (2008)
Excavator	2015	Caterpillar	314E LCR	SN: ZJT01056 (2015)
Excavator		John Deer	160LC	SN: P00160X041018
Excavator	2019	Caterpillar	305.5E2CR	SN: CR506799
Wheel Loader	2005	Caterpillar	938G	SN: CRD01865 (2005)
Wheel Loader	2005	Caterpillar	928GZ LS	SN: DJD01816 (2005)
Wheel Loader	1984	Caterpillar	936	SN: 33Z00901
Form Paver	1991	HEM	20-36 FT	SN 010891-1 (1991)
Form Paver		Pav-Saver	10-18 FT	
TialDrag		HEM	10-36 FT	
Roller		Bomag	48 Inch	SN:101520110691
Roller		Caterpillar	CS-533E	SN:CS563ESA00361
Concrete Saw		Core Cut	Core Cut 65	
Concrete Saw		Target	Pro65II	
Concrete Saw		Husqvarna	X4000-12	
Concrete Saw		Husqvarna	150	
Shear	2002	Caterpillar/345B	MP30 76-602	SN:AGS01274
Shear		Caterpillar/304	5305	SN:SCP042625
Shear	2007	Labounty/320	1500R	SN:615094
Skid Steer	2007	Caterpillar	252B	SN: SCP04262 (2007)
Skid Steer	2014	Caterpillar	262D	SN: DTB00935
Skid Steer	2014	GEHL	5240	SN: 61147 (2014)
Skid Steer		Toro-Dingo	TX1000	SN:22321G-314000133
Truck	1995	Chevy	K3500/Pickup GMT-400	
Truck	2000	Ford	F-450/Pickup	

Machine-Equipment- Tool-Vehicle	Year	Make	Model	Serial #
Truck	1999	Ford	F-350/Pickup	
Truck	2012	Ford	F-150/Pickup	
Truck	2012	Ford	F-350/Pickup	
Truck	2006	Gmc Sierra	K2500/Pickup	
Truck	2008	Ford	F-450/Service	
Truck	1994	Ford	F-700/Fuel	
Truck	1997	Ford	F-Series/Form/800 Stake	
Truck	1996	Ford	F-Series/Saw 800 Stake	
Truck	1988	Kenworth	Tri-Axle/Dump	
Truck	2000	Mack	CH613/Tractor 3 Axle	
Truck	2000	PeterBuilt	Tri-Axle/Dump	
Truck	1998	GMC	C-Series/Tool/Stake	
Truck	1989	Internation	S1900/Truck	
Truck	1995	Ford	F-Super Duty	
Truck	2005	Ford	F-750	
Truck	2014	PeterBuilt	367	
Compressor		Ingersool-Rand	185	
Grapple		Labounty	235	
Grapple	1998	Labounty	345	SN:16586
Grapple		Labounty	325	
Grapple	1994	Labounty/HDR120	320	SN:12607
Grapple		Labounty	314	
Hydraulic Hammer		Caterpillar	H55E	
Hydraulic Hammer		Allied	AR1200	SN:45501439
Hydraulic Hammer	2017	Caterpillar	B-6	SN: 3X90115316361 (2017)
Light Tower	2007	Ingersool-Rand		SN: DVF03101 (2007)
Light Tower		Terex/Amida		SN: 387611WFRC13
Concrete Muncher			345	Cp100624
Broom Attactment		Bobcat	Skidsteers	SN:714416636
Compactor		Bomag		
Trailer	2019	Big Tex	Dump Trailer	
Trailer	2019	Super Dute Delux	FaltBed	
Trailer	2000	East Heavy Duty	Dump Trailer	
Trailer		ETNYRE	Tri-Axle 63,00lb	SN:027012
Trailer		Fruehauf	Tag Dump	SN:CA5256 K21
Trailer			10FT	
Trailer			12FT	
Trailer	1992	Rodgers	Lowboy	SN:21665
Trailer		Kuvanun	8Ft	
Trailer	2020	Rhodes		

SUBMITTAL

9

**SUBCONTRACTOR
LISTING**

SUBCONTRACTOR LISTING

Bidder agrees to use the following Subcontractors for the performance of the work of their respective trades unless otherwise approved in writing by the Owner prior to signing of the Contract. Bidder is aware of the Subcontract Provisions.

<i>PORTION OF WORK</i>	<i>NAME, ADDRESS & PHONE NO. OF CONTRACTOR</i>	<i>APPROXIMATE DOLLAR VALUE OF SUBCONTRACT</i>
<u>Concrete Cutting</u>	Name: <u>Concrete Cutting & Breaking</u> Address: <u>157 Campbell St</u> <u>River Rouge, MI 48218</u> Phone: <u>313-285-5025</u>	<u>\$ 12,000.00</u>
<u>Asphalt Paving</u>	Name: <u>Asphalt Paving Co</u> Address: <u>25500 Breast Rd</u> <u>Taylor, MI 48180</u> Phone: <u>734-946-1880</u>	<u>\$ 88,000.00</u>
<u>Traffic Control</u>	Name: <u>Your Traffic Control LLC</u> Address: <u>8340 Parkside Dr</u> <u>Grand Blanc, MI 48439</u> Phone: <u>262-749-1956</u>	<u>\$ 30,500.00</u>
<u>Concrete</u>	Name: <u>Great Lakes Contracting Solutions</u> Address: <u>2300 Edinburgh</u> <u>Waterford, MI 48328</u> Phone: <u>313-962-0400</u>	<u>\$ 215,000.00</u>
<u>Landscape</u>	Name: <u>Dan K's</u> Address: <u>20720 Sibley Rd</u> <u>Brownstown, MI 48193d</u> Phone: <u>734-558-3308</u>	<u>\$ 10,000.00</u>
	Name: _____ Address: _____ Phone: _____	

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JUNE 17, 2024**

5.

Meeting was called to order at 8:06 p.m. by Council President McCullough. Present: Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, Jim Jolly, and President McCullough. Absent: Laura Toy

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, Planning and Economic Development Director; and Todd Zilincik, City Engineer.

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

7. REQUEST TO AMEND THE CONTRACT WITH HUBBELL, ROTH AND CLARK, INC. FOR THE CONSTRUCTION ENGINEERING AND ADMINISTRATIVE SERVICES FOR THE MERRIMAN ROAD WATER MAIN REPLACEMENT PROJECT (PLYMOUTH ROAD TO THE CSX RAILROAD RIGHT-OF-WAY): Engineering Division, re: for same. (CR 336-21)

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

Councilmember Jolly offered an approving motion for the Consent Agenda.

DIRECTION

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

7.

Engineering
June 7, 2024

MEETING DATE

S061724/R070124

PRESENTED BY

Todd Zilincik, P.E., City Engineer

AGENDA ITEM

REQUEST TO AMEND THE CONTRACT WITH HUBBELL, ROTH AND CLARK, INC. FOR THE CONSTRUCTION ENGINEERING AND ADMINISTRATIVE SERVICES FOR THE MERRIMAN ROAD WATER MAIN REPLACEMENT PROJECT (PLYMOUTH ROAD TO THE CSX RAILROAD RIGHT-OF-WAY): Engineering Division, re: for same. (CR 336-21)

BACKGROUND DETAILS

The City Council approved Qualification Based Selection (QBS) firms pursuant to Council Resolution No. 336-21, adopted November 22, 2021, to perform all professional engineering services on various federal, state and locally funded projects through fiscal year 2026. Under this procedure, we recommend that Hubbell, Roth and Clark, Inc. (HRC) serve as our consultant for the Merriman Road Water Main Replacement Project (Plymouth Road to the CSX Railroad Right-of-Way). This project encompasses the replacement of approximately 2,000 linear feet of 12-inch water main along Merriman Road between Plymouth Road and the CSX Railroad right-of-way.

The main HRC objectives for the administration of the construction contract for the subject project are to provide the City with a successfully completed project that meets the contracting requirements, is adequately communicated to the affected stakeholders in the area, minimizes the impact to the public, and is within the approved budget. Please see the attached letter dated June 7, 2024, from HRC for the construction engineering and contract administrative services.

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

- Award Hubbell, Roth and Clark, Inc. (HRC). P.O. Box 824, Bloomfield Hills, Michigan 48303-0824, the designation of consultant to provide construction engineering and administrative services for the Merriman Road Water Main Replacement Project from Plymouth Road to the CSX Railroad right-of-way.
- Authorize the Mayor and the City Clerk to execute an amendment to the Engineering contract with Hubbell, Roth and Clark, Inc. in the not-to-exceed amount of \$145,450 for the construction engineering and administrative services for the Merriman Road Water Main Replacement Project from Plymouth Road to the CSX Railroad Right-of-Way.
- Authorize an expenditure in the amount of \$145,450 from budgeted funds in Account No. 592-559-158-000,

- Authorize the City Engineer to approve minor adjustments in the work, as required.

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

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

- Award Hubbell, Roth and Clark, Inc. (HRC). P.O. Box 824, Bloomfield Hills, Michigan 48303-0824, the designation of consultant to provide construction engineering and administrative services for the Merriman Road Water Main Replacement Project from Plymouth Road to the CSX Railroad right-of-way.
- Authorize the Mayor and the City Clerk to execute an amendment to the Engineering contract with Hubbell, Roth and Clark, Inc. in the not-to-exceed amount of \$145,450 for the construction engineering and administrative services for the Merriman Road Water Main Replacement Project from Plymouth Road to the CSX Railroad Right-of-Way.
- Authorize an expenditure in the amount of \$145,450 from budgeted funds in Account No. 592-559-158-000,
- Authorize the City Engineer to approve minor adjustments in the work, as required.

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

n/a

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

\$145,450

DETAILED WORK BEING PERFORMED

Construction Engineering and Administrative Services for the Merriman Road Water Main Replacement Project (Plymouth Road to the CSX Railroad Right-of-Way)

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

\$145,450 from budgeted funds in Account No. 592-559-158-000.

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

n/a

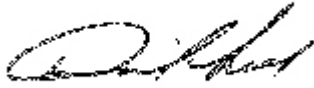
REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and

why, Consortium package, etc): Qualification Based Selection (QBS) firm

ATTACHMENTS

1. HRC CE Proposal for Merriman Road Water Main Project
2. CR 336-21

APPROVED BY



David Lear, Assistant City Engineer

Date: June 07, 2024



Don Rohraff, Director of Public Works

Date: June 07, 2024



Debra Peck Lichtenberg, CPA, Finance Director

Date: June 07, 2024



Carter Fisher, City Attorney

Date: June 07, 2024



Maureen Miller Brosnan, Mayor

Date: June 10, 2024



June 6, 2024

City of Livonia
Engineering Department
12973 Farmington Rd.
Livonia, Michigan 48154

Attn: Mr. Todd Zilincik, P.E.

Re: Proposal for Construction Engineering (CE) and Administration Services
Merriman Rd. Water Main Replacement Project

HRC Job No. 20211079

As requested, Hubbell, Roth & Clark, Inc. is pleased to offer our Construction Engineering (CE) and Contract Administrative services for the subject project in accordance with our Quality Based Selection (QBS) Professional Services Contract with the City. Our scope of work is based on our discussions with your staff, design of the subject project and our experience with water main improvements projects of similar complexity in the Metro Detroit area. In summary, our services would include all necessary activities to administer the construction contract, material quality control program, and observation of the replacement of approximately 2,000 linear feet of 12-inch water main along Merriman Rd between Plymouth Rd and CTX Railroad R.O.W.

INTRODUCTION

Currently, the existing 12-inch cast iron water main that runs along the west side of Merriman Rd. Recent water main breaks have demonstrated that repairing the aging water main will become more complex and costly with its location amongst the other utilities that have been installed near this water main. The intent of this work is to replace the existing aging water main and improve ease of maintenance.

SCOPE OF SERVICES

The main objectives for the administration of the construction Contract for the subject project are to provide the City with a successfully completed project that meets the contracting requirements, is adequately communicated to the affected stakeholders in the area, minimizes the impact to the public, and is within the approved budget. HRC is proposing to utilize the same project team that designed the subject project to administer the construction contract. We feel that this philosophy will provide consistency between design and construction activities and assure that the project gets built with the City's design goals and objectives in mind. A single Project Field Representative will be assigned to the project to observe project construction and provide daily progress reports to the Project Manager. Lastly, HRC has a full-service materials testing laboratory and will be providing complete material quality control on the project; no sub-contractor services will be needed.

In Summary, the following major tasks have been identified for this project:

Construction Layout

HRC will perform construction layout for a typical water main replacement project. This includes gate valve and wells, fire hydrant assemblies, water main centerline, horizontal bends and any other locations along the water main alignment should the contractor require. Any roadway work will be replaced in kind and will be required to match existing roadway grades. ADA compliance for required sidewalk ramp replacements is the responsibility of the Contractor. Detailed layout for these ramps has not been included in this task.

Shop Drawing Review

Submittal of water main fittings and materials, bedding and backfill materials, and concrete and asphalt pavement mixes are required as part of the Contract. HRC will review these submittals to assure they comply with Contract requirements and maintain a log of the submittals and status for the duration of the project.

Contract Administration

HRC will coordinate, attend, and summarize the pre-construction meeting and bi-weekly progress meetings, advise and consult project objectives with the City, process payment requests, manage Contract changes and modifications, interpret Contract Documents, and maintain project record drawings throughout construction.

Construction Management

Senior construction engineering staff will supervise and assist construction observation staff with questions during construction and assure that project communications are in place and maintained.

Material Quality Control Program

HRC's Materials Testing Laboratory will provide compaction testing services for the backfill of all excavations, sampling of onsite construction materials, concrete compressive strength testing of pavements and anchors, and density testing of asphalt pavements.

Construction Observation

HRC will provide qualified and competent construction observation throughout the duration of construction in accordance with Section 01421 of the Contract. The Project Field Representative will provide daily inspection reports of project construction, update the project manager of project progress, handle day to day resident/stakeholder complaints, maintain field record drawings, and record the location of stop boxes. Observation time will be tracked to update the City and the contractor of project performance and forecast any potential observation crew day overruns.

Like any water main replacement project, communications to the residential and commercial customers on Merriman Rd will be required. Our experience with the other water main replacement projects has taught us that communicating the numerous water supply interruptions (i.e. shut-offs, boil water notices, rescind of boil water notices, procedures for system flushing, water quality complaints, etc.) with the affected public is an important and demanding task and will warrant our utmost attention.

FEES FOR SERVICES

The results of bids received for the subject project on May 21, 2024, revealed that the lowest responsive and responsible bidder submitted a total bid amount (minus crew days) of \$1,616,996.50. Contract administration services for a project of this type, including full-time construction observation and materials testing, typically range around 9 percent of the construction cost and therefore we would propose a fee of \$145,450.00. The lowest responsive and responsible bidder proposed the need for 90 crew days to complete the project, which calculates to a budget of \$63,000 for full-time construction observation, leaving approximately \$82,450 for the remainder of the necessary contract administrative services. Construction contract administration is highly dependent on contractor performance so HRC will work closely with the Contractor from the very beginning of the project to streamline our administration, testing, and observation services to assure our services remain within the proposed budget.

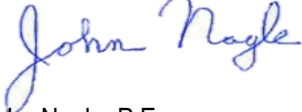
Daniel Mitchell, P.E., President will be the Principal In-Charge. We are proposing to utilize Bradley Shepler, P.E., as the Project Manager. Other key members include Jack Nagle, P.E., Manager, Rebecca Duggar, Graduate Engineer II and our experienced construction engineering and observation staff.

If you have any questions or require any additional information, please contact the undersigned. Thank you again for the opportunity to submit this proposal.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



John Nagle, P.E.
Manager

Attachment

pc: City of Livonia; D. Rohraff, D. Lear, R. Ferrell, T. Hall
HRC; D. Mitchell, B. Shepler, R. Duggar, File

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

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

Project Title: **Proposal for Construction Administration Services for the Merriman Road Water Main Improvements Project**

This is an exhibit to the contract dated November 22, 2021 and extended for 5 years per Council Resolution No. 336-21, between the City of Livonia, and Hubbell, Roth & Clark, Inc. (HRC), whose address is 555 Hulet Drive, Bloomfield Hills, Michigan, 48303-0360.

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

A. SCOPE OF SERVICES, INCLUDING MATERIAL QUALITY CONTROL PROGRAM

CONSULTANT is requested to provide Design Services & Bidding Contract for Construction in accordance with attached Proposal, dated June 6, 2024.

B. PROJECT SCHEDULE:

Construction is anticipated to begin in the Summer 2024 and completed by the Fall of 2024.

C. PAYMENTS TO CONSULTANTS

CONSULTANT shall be paid on an hourly basis with the not-to-exceed amount of one hundred forty-five thousand, four hundred fifty and zero cents (\$145,450.00) in accordance with the tasks and payment terms. No additional work outside the proposal scope will be paid without prior authorization from the City of Livonia as stated in the proposal dated June 6, 2024.

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

Witnesses for City:

CITY OF LIVONIA, OWNER

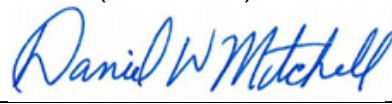
Maureen Miller Brosnan, Mayor

Lori L. Miller
City Clerk

Witnesses for Contractor:

Hubbell, Roth & Clark, Inc.
(Contractor)



By: _____

John T. Nagle, P.E., Manager

Daniel W. Mitchell, P.E. President
Print Name and Title

APPROVED:

APPROVED AS TO FORM:

Donald R. Rohraff
Director of Public Works

Department of Law

Todd J. Zilincik, P.E.
City Engineer

Debra A. Lichtenberg
Director of Finance

CITY OF LIVONIA

MERRIMAN RD WATER MAIN REPLACEMENT PROJECT

PLYMOUTH RD. TO CTX RAILROAD ROW

TABLE 1

ESTIMATED HOURS AND FEES

March 28, 2023

HRC Job No. 20211079.00

Task Description	Rate Classification & Estimated Hours								Total Hours	Estimated Fees
	Senior Associate	Associate/ Project Manager	Graduate Engineer	2 Man Survey Crew	Survey Office	Testing Office Manager	Testing Techican	Constructio n Observer		
Construction Administration Services										
1 Construction Layout				24	16				40	\$ 6,560
2 Shop Drawing Review		16	48			8			72	\$ 9,120
3 Contract Administration	24	130	185						339	\$ 45,470
4 Construction Management		48							48	\$ 7,680
5 Material Quality Control Program						32	100		132	\$ 13,620
6 Construction Observation								700	700	\$ 63,000
PROJECT TOTALS	24	194	233	24	16	40	100	700	1,331	145,450

ESTIMATED FEE SUMMARY

PERSONNEL	HOURS	RATE	TOTAL
Senior Associate	24	\$ 180.00	\$ 4,320.00
Associate/ Project Manager	194	\$ 160.00	\$ 31,040.00
Graduate Engineer	233	\$ 110.00	\$ 25,630.00
2 Man Survey Crew	24	\$ 180.00	\$ 4,320.00
Survey Office	16	\$ 140.00	\$ 2,240.00
Testing Office Manager	40	\$ 160.00	\$ 6,400.00
Testing Techican	100	\$ 85.00	\$ 8,500.00
Construction Observer	700	\$ 90.00	\$ 63,000.00
TOTAL ESTIMATED COST			\$ 145,450.00

Regular Minutes of November 22, 2021

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

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

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

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

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

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JUNE 17, 2024**

6.

Meeting was called to order at 8:06 p.m. by Council President McCullough. Present: Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, Jim Jolly, and President McCullough. Absent: Laura Toy

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, Planning and Economic Development Director; and Todd Zilincik, City Engineer.

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

9. ACCEPTANCE OF DONATION: Department of Law, re: from Ford Motor Company, to be used for the purpose as designated by the donor.

Stephanie Fries, Ford Motor Company, presented the request to Council.

Councilmember Donovic offered an approving motion for the Consent Agenda.

DIRECTION

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

9.

Law
June 7, 2024

MEETING DATE

S061724/R070124

PRESENTED BY

Carter Fisher, City Attorney

AGENDA ITEM

ACCEPTANCE OF DONATION: Department of Law, re: from Ford Motor Company, to be used for the purpose as designated by the donor.

BACKGROUND DETAILS

Honorable Members of the City Council,

Ford Motor Company ("Ford") is providing a total of \$385,000 in funds ("Funds") to the City of Livonia ("City") to be used for certain specific purposes by the City. In discussions between Ford and the City, the City identified items/projects that the City believes would support its efforts regarding sewer cleaning and maintenance. This letter agreement lists the items/projects the City identified and the amount of Funds Ford is providing toward each. The City, in its sole discretion, will direct how the Funds are spent and will select the actual items to purchase with the Funds.

The following lists the items/projects identified by the City regarding its sewer maintenance needs, along with the amount of money Ford is contributing toward each:

- Two (2) pole cameras for inspection of manholes and pipes: \$50,000
- Confined space equipment: \$25,000
- Sewer cleaning equipment: \$20,000
- Rear yard easement machine for jetting/inspecting backyard sewers: \$70,000
- Training regarding the Pipeline Assessment Certification Program ("PACP") and Manhole Assessment Certification Program ("MACP"): \$20,000
- Sewer pipe relining on Plymouth Road: \$200,000

Ford has requested that the City provide an accounting regarding its expenditure of the Funds no later than December 1, 2024.

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

RESOLVED, that having considered a communication from the City Attorney, dated June 7, 2024, which bears the signature of the Director of Finance and is approved for submission by the Mayor,

THE COUNCIL DOES, FOR AND ON BEHALF OF THE CITY OF LIVONIA, ACCEPT A CASH DONATION IN THE AMOUNT OF \$385,000.00 FROM FORD MOTOR COMPANY, THE SAME TO BE DEPOSITED IN AND CREDITED TO ACCOUNT NO. 592-000-683-000 (CONTRIBUTION OTHER) TO BE USED FOR SEWER MAINTENANCE AND CLEANING.

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

N/A

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

N/A

DETAILED WORK BEING PERFORMED

N/A

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

Acceptance of Cash Donation - \$385,000.00 to be deposited in Account No: 592-000-683-000 (Contribution Other)

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

N/A

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

ATTACHMENTS

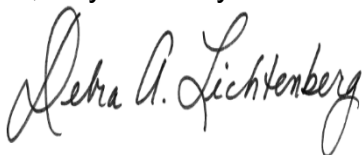
None

APPROVED BY



Carter Fisher, City Attorney

Date: June 07, 2024



Debra Peck Lichtenberg, CPA, Finance Director

Date: June 07, 2024



Maureen Miller Brosnan, Mayor

Date: June 10, 2024

**COMMITTEE OF THE WHOLE MEETING
MONDAY, June 24, 2024
7:00PM**

A Committee of the Whole meeting was held on Monday, June 24, 2024, in the City Council Chambers of Livonia City Hall.

Committee Members Present: Brandon McCullough, Council President and Chair
Martha Ptashnik, Council Vice President
Carrie Budzinski
Rob Gjonaj Donovic
Jim Jolly
Scott Morgan

Committee Members Absent: Laura M. Toy

City Officials Present: Maureen Miller Brosnan, Mayor
Carter Fisher, City Attorney
Deb Lichtenburg, Finance Director
Mark Taormina, Planning and Economic Dev. Director
Ted Davis, Superintendent of Parks and Recreation

1. CR 268-23 The subject matter of the new Senior Citizen Center.
--

The Committee meeting commenced at 7:01.

Council President Brandon McCullough introduced the item.

Mayor Brosnan gave background on the subject matter. Superintendent of Parks and Recreation, Ted Davis, went through the project via site plan and gave updates on project timeline.

Councilmember Jim Jolly offered a motion for the approval of the Senior Center Project GMP.

The Committee meeting adjourned at 7:21pm

The Committee recommends:

For the Law Department to draft a resolution approving the Senior Center Project proposal.

Note: This item will remain in Committee.

This item is to be placed on the **Regular Meeting Agenda of July 1, 2024**

A handwritten signature in black ink, appearing to read 'B. McCullough', is written over a horizontal line.

Brandon McCullough, City Council President



LETTER TO THE LIVONIA CITY COUNCIL

7a.

Council Office
May 28, 2024

MEETING DATE

COW062424/R070124

PRESENTED BY

AGENDA ITEM

The subject matter of the new Senior Citizen Center. (CR 268-23)

BACKGROUND DETAILS

At the Regular Meeting of February 28, 2024:

President McCullough reported on the Committee of the Whole meeting held on February 26, 2024. On a motion by Councilmember Donovic, supported by Councilmember Toy and unanimously adopted, it was:

#070-24 RESOLVED, that having considered the report and recommendation of the Committee of the Whole, dated February 26, 2024, submitted pursuant to Council Resolution 268-23, regarding the subject of the new Senior Citizens Center, the Council does hereby approve a proposed contract with PCI Dailey, 21717 Republic Street, Oak Park, Michigan 48237 ("PCI"), subject to approval by form and substance by the Department of Law, in an amount not to exceed \$1,065,600.00 to provide construction management services as outlined in PCI's proposal dated January 23, 2024; FURTHER, the Mayor and City Clerk are hereby authorized to execute a Contract with the aforesaid company and do all things necessary or incidental to the full performance of this resolution.

This item will remain in Committee.

At the Regular Meeting of October 16, 2023:

President Jolly reported on the Committee of the Whole meeting held on October 4, 2023, regarding an update from the Administration on the efforts to seek grants and other funding for the new Senior Center.

At the Regular Meeting of September 6, 2023:

On a motion by Vice President Toy, seconded by Councilmember Donovic, and unanimously adopted, it was:

#268-23 RESOLVED, that upon the motion by Council Vice President Laura Toy, seconded by Councilmember Rob Donovic, at the Regular Meeting held September 6, 2023, the Council does hereby refer the subject matter of the new Senior Citizen Center to the Committee of the Whole for its report and recommendation.

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

To discuss the subject matter as presented.

ATTACHMENTS

1. R022824 PCI Dailey Contract CR 70-24
2. COW022624 LTC New Senior Citizen Center
3. R101623 Senior Citizen Center report out of COW100423
4. COW100423 Minutes
5. COW100423 LTC New Senior Citizen Center
6. R090623 Subject matter of New Senior Citizen Center to COW CR 268-23

APPROVED BY

GMP Summary
6/21/2024

Project Name:	Livonia Rec-Senior Center
Address	15100 Hubbard St
Architect:	HRC/DSD
MEP:	HRC/DSD
Structural:	Resurget
Civil	HRC

Levelled Numbers

ID#	Cost Code	Bid Category Description	Low Bid	High Bid	Median Bid	Mean Bid	Basis of GMP	Recommended Bidder Price	Other Scope Allowances	Current Pricing
1	02-41 00	Demolition	\$ 232,450.00	\$ 369,892.50	\$ 298,200.00	\$ 299,685.63	Bluestar	\$ 232,450.00	\$ -	\$ 232,450.00
2	31-05 00	Earthwork and Utilities	\$ 862,330.00	\$ 959,135.15	\$ 878,823.25	\$ 894,777.91	EarthX	\$ 862,330.00	\$ 240,000.00	\$ 1,102,330.00
3	32-12 00	Asphalt Paving	\$ 422,100.00	\$ 460,100.00	\$ 441,100.00	\$ 441,100.00	Nagle	\$ 422,100.00	\$ 15,000.00	\$ 437,100.00
4	32-13 00	Site Concrete	\$ 84,955.00	\$ 157,709.00	\$ 113,000.00	\$ 118,554.67	Metro	\$ 84,955.00	\$ 20,000.00	\$ 104,955.00
5	32-90 00	Landscaping	\$ -	\$ -	\$ -	\$ -	Allowance	0	\$ 265,000.00	\$ 265,000.00
6	03-05 00	Concrete	\$ 756,145.00	\$ 923,518.00	\$ 790,000.00	\$ 823,221.00	Metro	\$ 756,145.00	\$ 50,000.00	\$ 806,145.00
7	04-05 00	Masonry	\$ 1,437,741.00	\$ 1,990,000.00	\$ 1,978,800.00	\$ 1,802,180.33	L&H	\$ 1,978,800.00	\$ 150,000.00	\$ 2,128,800.00
8	05-05 00	Metals	\$ 1,085,000.00	\$ 1,512,813.00	\$ 1,446,000.00	\$ 1,347,937.67	Savs	\$ 1,446,000.00	\$ 289,900.00	\$ 1,735,900.00
9	06-22 00	Millwork	\$ 645,000.00	\$ 646,300.00	\$ 645,650.00	\$ 645,650.00	Mod	\$ 645,000.00	\$ -	\$ 645,000.00
10	07-25 00	Weather Barriers	\$ -	\$ -	\$ -	\$ -	Allowance	0	\$ 139,800.00	\$ 139,800.00
11	07-50 00	Roofing	\$ 440,355.50	\$ 666,471.50	\$ 553,413.50	\$ 553,413.50	JD Candler	\$ 666,471.50	\$ 96,000.00	\$ 762,471.50
12	07-81 00	Applied Fireproofing	\$ -	\$ -	\$ -	\$ -	Allowance	0	\$ 250,000.00	\$ 250,000.00
13	07-90 00	Joint Protection	\$ -	\$ -	\$ -	\$ -	Allowance	0	\$ 125,600.00	\$ 125,600.00
14	08-10 00	Doors and Frames	\$ -	\$ -	\$ -	\$ -	Allowance	0	\$ 259,493.00	\$ 259,493.00
15	08-32 00	Sliding Glass Doors					See 08-80 00			
16	08-36 00	Panel Doors					See 08-80 00			
17	08-80 00	Glazing	\$ 596,695.00	\$ 763,500.00	\$ 619,817.00	\$ 660,004.00	Envision	\$ 596,695.00	\$ 59,669.50	\$ 656,364.50
18	09-21 00	Carpentry/Gyp/Acoustical	\$ 1,159,000.00	\$ 1,255,000.00	\$ 1,190,595.00	\$ 1,201,531.67	Turner Brooks	\$ 1,159,000.00	\$ 100,000.00	\$ 1,259,000.00
19	09-30 00	Tiling	\$ 98,130.00	\$ 125,110.00	\$ 120,664.50	\$ 114,634.83	Boston Tile	\$ 98,130.00	\$ 26,500.00	\$ 124,630.00
20	09-60 00	Flooring	\$ 590,000.00	\$ 615,822.00	\$ 594,886.20	\$ 600,236.07	Turner Brooks	\$ 590,000.00	\$ 15,000.00	\$ 605,000.00
21	09-62 00	Specialty Flooring	\$ 157,700.00	\$ 157,700.00	\$ 157,700.00	\$ 157,700.00	Kuhn	\$ 157,700.00	\$ -	\$ 157,700.00
22	09-67 00	Fluid Applied Flooring	\$ -	\$ -	\$ -	\$ -	Allowance	0	\$ 17,379.00	\$ 17,379.00
23	09-70 00	Wall Finishes	\$ 271,200.00	\$ 280,000.00	\$ 275,400.00	\$ 275,533.33	Madias	\$ 271,200.00	\$ 20,000.00	\$ 291,200.00
24	09-80 00	Acoustic Treatment	\$ -	\$ -	\$ -	\$ -	Allowance	0	\$ 125,000.00	\$ 125,000.00
25	10-05 00	Specialty Items	\$ -	\$ -	\$ -	\$ -	Rayhaven	\$ 34,465.00	\$ 65,000.00	\$ 99,465.00
27	10-22 00	Operable Partitions	\$ -	\$ -	\$ -	\$ -	Allowance	0	\$ 239,800.00	\$ 239,800.00
28	10-30 00	Fireplace Specialties	\$ -	\$ -	\$ -	\$ -	Allowance	0	\$ 17,000.00	\$ 17,000.00
29	11-40 00	Food Service Equipment	\$ 8,900.00	\$ 8,900.00	\$ 8,900.00	\$ 8,900.00	Millis	\$ 8,900.00	\$ 400,000.00	\$ 408,900.00
30	11-65 00	Athletic Recreational Eq	\$ -	\$ -	\$ -	\$ -	Allowance	0	\$ 200,000.00	\$ 200,000.00
31	12-20 00	Window Treatments	\$ 36,141.40	\$ 36,141.40	\$ 36,141.40	\$ 36,141.40	Signature Designs	\$ 36,141.40	\$ -	\$ 36,141.40
38	12-50 00	Furniture	\$ -	\$ -	\$ -	\$ -	Allowance	0	\$ 1,250,000.00	\$ 1,250,000.00
39	14-05 00	Conveying Systems	\$ 229,000.00	\$ 229,000.00	\$ 229,000.00	\$ 229,000.00	Schindler	\$ 229,000.00	\$ 25,000.00	\$ 254,000.00
40	21-05 00	Fire Suppression	\$ 318,730.00	\$ 498,780.00	\$ 408,755.00	\$ 408,755.00	Pro Sprink	\$ 498,780.00	\$ -	\$ 498,780.00
41	22-05 00	Plumbing	\$ 798,868.00	\$ 815,600.00	\$ 805,750.00	\$ 806,739.33	Kalchik	\$ 798,868.00	\$ 15,000.00	\$ 813,868.00
42	23-05 00	HVAC	\$ 1,675,000.00	\$ 1,789,000.00	\$ 1,676,000.00	\$ 1,713,333.33	Goyette	\$ 1,675,000.00	\$ -	\$ 1,675,000.00
43	26-05 00	Electrical	\$ 149,731.00	\$ 2,616,731.00	\$ 149,731.00	\$ 972,064.33	Gemini	\$ 2,616,731.00	\$ 53,000.00	\$ 2,669,731.00
44	27-10 00	Low-Volt Systems	\$ -	\$ -	\$ -	\$ -	Allowance	0	\$ 365,000.00	\$ 365,000.00
Total Cost of Work										\$ 20,759,003.40
Utility Fee Allowance										\$ 150,000.00
Surveying/Layout										\$ 35,000.00
Final Project Cleaning/Detailing										\$ 24,500.00
Winter Conditions Allowance										\$ 150,000.00
Pre-Negotiated Construction Management Fee (up to \$18mm), Staffing, and General Conditions										\$ 738,800.00
Pre-Negotiated Preconstruction Fee										\$ 28,500.00
Preliminary Budget Contingency (5%)										\$ -
Preliminary GMP Contingency using Schematic Drawings (10%)										\$ 2,188,580.34
CM Construction Contingency (3%)										\$ 722,231.51
CM Fee for Work over \$18mm (2.40%)										\$ 163,118.77
Insurance Fee for Work over \$18mm (.70%)										\$ 47,576.31
General Conditions										\$ 298,300.00
Temp heating equipment										\$ 50,000.00
3rd party testing and inspection Allowance										\$ 150,000.00
Total GMP Pricing/Totals										\$ 25,505,610.33
AE (Owner Direct Cost - Assumed Unchanged from Budget)										\$ 1,046,000.00
Land Purchase (Owner Direct Cost - Assumed Unchanged from Budget)										\$ 400,000.00
Total Project (GMP + City of Livonia Costs)										\$ 26,951,610.33

Regular Meeting Minutes of September 6, 2023

On a motion by Vice President Toy, seconded by Councilmember Donovic, and unanimously adopted, it was:

#268-23 RESOLVED, that upon the motion by Council Vice President Laura Toy, seconded by Councilmember Rob Donovic, at the Regular Meeting held September 6, 2023, the Council does hereby refer the subject matter of the new Senior Citizen Center to the Committee of the Whole for its report and recommendation.

<i>RESOLUTION REQUESTED BY COUNCIL VICE PRESIDENT LAURA TOY Regular Meeting of September 6, 2023)</i>
--

Motion:	Toy
Second:	Donovic
Ayes:	McCullough, McIntyre, Toy, Bahr, Donovic, Morgan, Jolly
Nays:	None
Absent:	None



LETTER TO THE LIVONIA CITY COUNCIL

1.

Council Office
September 18, 2023

MEETING DATE

COW100423/R101623

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

The subject matter of the new Senior Citizen Center. (CR 268-23)

BACKGROUND DETAILS

To discuss the subject matter of the new Senior Citizen Center. (CR 268-23)

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

To report the discussion at the Regular Meeting of October 16, 2023.

ATTACHMENTS

1. R090623 Subject matter of New Senior Citizen Center to COW CR 268-23

APPROVED BY

**COMMITTEE OF THE WHOLE MEETING
WEDNESDAY, OCTOBER 4, 2023
7:30PM**

A Committee of the Whole meeting was held on Wednesday, October 4, 2023, at Livonia City Hall in the Council Chambers.

Committee Members Present: Jim Jolly, City Council President
Laura Toy, Council Vice President
Rob Gjonaj Donovic
Kathleen McIntyre
Scott Morgan

Committee Members Absent: Scott Bahr
Brandon McCullough

City Officials Present: Maureen Miller Brosnan, Mayor
Lynda Scheel, City Treasurer
Eric Goldstein, Assistant City Attorney
Mike Slater, Finance Director
Ted Davis, Superintendent, Parks and Recreation
Jacob Rushlow, Assistant Director, DPW

Additional attendees: See attached.

1. **CR 268-23** The subject matter of the new Senior Citizen Center.

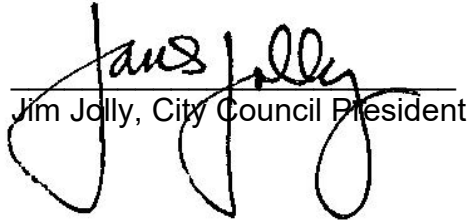
The meeting convened at 7:30 PM

The Administration presented an update on funding to facilitate the New Senior Center Construction, noting the County could potentially fund \$8 million towards the project.

The meeting adjourned at 8:29 PM.

Note: This item will remain in Committee.

This item is to be placed on the **Regular Meeting Agenda of October 16, 2023**



Jim Jolly, City Council President

Regular Meeting Minutes of October 16, 2023

President Jolly reported on the Committee of the Whole meeting held on October 4, 2023, regarding an update from the Administration on the efforts to seek grants and other funding for the new Senior Center. This item will remain in Committee.



LETTER TO THE LIVONIA CITY COUNCIL

1.

Council Office
February 7, 2024

MEETING DATE

COW022624/R022824

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

The subject matter of the new Senior Citizen Center. (CR 268-23)

BACKGROUND DETAILS

At the Regular Meeting of October 16, 2023:

President Jolly reported on the Committee of the Whole meeting held on October 4, 2023, regarding an update from the Administration on the efforts to seek grants and other funding for the new Senior Center.

At the Regular Meeting of September 6, 2023:

On a motion by Vice President Toy, seconded by Councilmember Donovic, and unanimously adopted, it was:

#268-23 RESOLVED, that upon the motion by Council Vice President Laura Toy, seconded by Councilmember Rob Donovic, at the Regular Meeting held September 6, 2023, the Council does hereby refer the subject matter of the new Senior Citizen Center to the Committee of the Whole for its report and recommendation.

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

To discuss the subject matter as presented.

ATTACHMENTS

1. R101623 Senior Citizen Center report out of COW100423
2. COW100423 Minutes
3. COW100423 LTC New Senior Citizen Center
4. R090623 Subject matter of New Senior Citizen Center to COW CR 268-23

APPROVED BY

Regular Meeting Minutes of February 28, 2024

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

#070-24 RESOLVED, that having considered the report and recommendation of the Committee of the Whole, dated February 26, 2024, submitted pursuant to Council Resolution 268-23, regarding the subject of the new Senior Citizens Center, the Council does hereby approve a proposed contract with PCI Dailey, 21717 Republic Street, Oak Park, Michigan 48237 ("PCI"), subject to approval by form and substance by the Department of Law, in an amount not to exceed \$1,065,600.00 to provide construction management services as outlined in PCI's proposal dated January 23, 2024; FURTHER, the Mayor and City Clerk are hereby authorized to execute a Contract with the aforesaid company and do all things necessary or incidental to the full performance of this resolution.

This item will remain in Committee.

Steve King, 33950 Coventry, spoke about the plans for the Senior Center and commented that the City hasn't acquired the land yet. He also doesn't think twelve months is feasible to complete the plan. He also said there is funding through FEMA available for net zero energy projects and green initiatives.

<i>UNFINISHED BUSINESS ITEM 17a (Regular Meeting of February 28,2024)</i>

Motion:	Donovic
Second:	Toy
Ayes:	Morgan, Toy, Jolly, Ptashnik, Donovic, Budzinski, McCullough
Nays:	None
Absent:	None

From: [Daniel Munoz](#)
To: [Kasprowicz, Sara](#)
Subject: Re: City Council Regular (voting) meeting July 1, 2024
Date: Tuesday, June 18, 2024 11:22:52 AM

Yes please! Block party date of 7/20 and a rain date of 8/3

On Tue, Jun 18, 2024 at 10:56 AM Kasprowicz, Sara <skasprowicz@livonia.gov> wrote:

No problem at all!

Just to be sure, you would like the party changed from July 13th to July 20th? Do you have a different rain date in mind?

Sara Kasprowicz
Program Supervisor
City of Livonia | City Council Office
(734) 466-2250
skasprowicz@livonia.gov
www.livonia.gov

From: Daniel Munoz <danielmunoz8186@gmail.com>
Sent: Tuesday, June 18, 2024 10:53 AM
To: Kasprowicz, Sara <skasprowicz@livonia.gov>
Subject: Re: City Council Regular (voting) meeting July 1, 2024

My apologies! I was not aware of the meeting and will make sure to attend the meeting on 7/1.

Additionally, would it be possible to have the date changed to the rain date of 7/20?

Thank you and sorry for any inconvenience!

Dan

On Tue, Jun 18, 2024 at 10:28 AM Kasprowicz, Sara <skasprowicz@livonia.gov> wrote:

Good Morning, Mr. Munoz,

Since there wasn't a representative for your block party request to City Council at last night's Study meeting, it is very important that someone represent your item at the next meeting on **July 1st at 7pm in the City Hall Auditorium.**

Without a representative in attendance to answer questions, there is a chance the block party request could be denied.

I hope to see you there!

Sara

--

Thank you,
Daniel Munoz

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JUNE 17, 2024**

8.

Meeting was called to order at 8:06 p.m. by Council President McCullough. Present: Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, Jim Jolly, and President McCullough. Absent: Laura Toy

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, Planning and Economic Development Director; and Todd Zilincik, City Engineer.

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

1. BLOCK PARTY: Daniel Munoz, re: to be held Saturday, July 13, 2024, from 1:00 p.m. to 9:00 p.m., on Auburndale Street between Jamison and Barkley Avenues, with a rain date of Saturday, July 20, 2024.

President McCullough presented the request to Council.

Councilmember Jolly offered an approving motion for the Regular Agenda.

DIRECTION

APPROVING

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

1.

Clerk
June 4, 2024

MEETING DATE

S061724/R070124

PRESENTED BY

AGENDA ITEM

BLOCK PARTY: Daniel Munoz, re: to be held Saturday, July 13, 2024, from 1:00 p.m. to 9:00 p.m., on Auburndale Street between Jamison and Barkley Avenues, with a rain date of Saturday, July 20, 2024.

BACKGROUND DETAILS

This block party will include music, BBQ, games, socializing with new neighbors, and, if the Neighborhood Grant is approved, a mobile petting farm. The organizers anticipate about 30 people in attendance and are requesting 10 barricades (five north and five south).

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

N/a

ATTACHMENTS

1. S061724 Block Party Daniel Munoz

APPROVED BY

Doris DeMarco, Deputy Clerk

Date: June 04, 2024

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

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

PLEASE PRINT

Date of Application: 5/30/24 Date to appear at a Council Meeting: _____

Name of Neighborhood Representative: Daniel Munoz

Address (please include zip code): 14809 Auburndale Livonia, MI 48154

Telephone Number with area code: Home: (248) 719-4648 Office: _____

Email: danielmunoz8186@gmail.com

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

<u>7/13 or 7/20</u>	<u>any available</u>	<u>1:pm - 9pm</u>
Date of Block Party and/or Barricading	Rain Date	Start/end time of Block Party and/or Barricading End time is no later than 10:00 p.m.

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

Auburndale St, between Jamison and Barkley

Type of Event: Briefly (Describe activities planned. Music, barbecue, games, etc.) _____
music, bbq, games. socializing with new neighbors and potential mobile petting farm. - ^{if} grant approved

How many barricades are you requesting (max. 10)? 10 (5 north and 5 south)

Approximate Number Attending: 30

Date of Council Approval/Denial: _____

Council Resolution Number: _____

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JUNE 17, 2024**

9.

Meeting was called to order at 8:06 p.m. by Council President McCullough. Present: Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, Jim Jolly, and President McCullough. Absent: Laura Toy

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, Planning and Economic Development Director; and Todd Zilincik, City Engineer.

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

4. SITE PLAN PETITION: Planning Commission, re: Petition 2024-04-08-01 submitted by Hubbel, Roth & Clark on behalf of the City of Livonia requesting approval of all plans in connection with a proposal to construct a new Livonia Senior Wellness Center and make renovations to the Kirksey Recreation Center at 15100 Hubbard Street, located at the southeast corner of Five Mile and Hubbard Roads, in the Northeast ¼ of Section 22.

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

Councilmember Donovic asked why the city thought it was so important to have a Five Mile entrance and what the phasing plan is.

Ted Davis, Superintendent of Parks and Recreation, explained the Five Mile entrance gives the feeling of a separate facility, which is what the seniors have asked for. He said a phased project is important to keep the existing facility open and operating. The initial phase for the senior center and gym should start in July. The second phase is planned to start in September, with the following phase in July of 2025.

Councilmember Donovic asked if the retention ponds will hold water.

Mr. Davis said it's his understanding that they won't hold water but will slow water down and release it slowly into the storm water management system.

Councilmember Donovic offered an approving motion for the Regular Agenda.

DIRECTION

APPROVING

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

4.

Planning
May 31, 2024

MEETING DATE

S0617424/R070124

PRESENTED BY

AGENDA ITEM

SITE PLAN PETITION: Planning Commission, re: Petition 2024-04-08-01 submitted by Hubbel, Roth & Clark on behalf of the City of Livonia requesting approval of all plans in connection with a proposal to construct a new Livonia Senior Wellness Center and make renovations to the Kirksey Recreation Center at 15100 Hubbard Street, located at the southeast corner of Five Mile and Hubbard Roads, in the Northeast $\frac{1}{4}$ of Section 22.

BACKGROUND DETAILS

June 6, 2024

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2024-04-08-01 - Livonia Senior Wellness Center

Dear Council Members:

At the 1,214th Public Hearing and Regular Meeting held by the City Planning Commission on June 4, 2024, the following resolution was adopted:

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

1. The Site Plan identified as Sheet No. C-1A, dated May 6, 2024, as revised and prepared by Hubbell, Roth & Clark, Inc., is hereby approved and shall be adhered to.
2. All parking spaces, except the required handicapped spaces, shall be double-striped ten feet (10') wide by twenty feet (20') in length.
3. That the Landscape Plan identified as Sheet No. C-6, dated May 6, 2024, as revised and prepared by Hubbell, Roth & Clark, Inc., is hereby approved, and any modifications thereto shall be pre-approved by the Planning Department.
4. The Exterior Elevations Plan marked A-201 and A-202, dated May 03, 2024, as revised, prepared by Hubbell, Roth & Clark, Inc., are hereby approved.

5. All rooftop mechanical equipment shall be concealed from public view on all sides by screening compatible with the building's exterior materials.

6. The three walls of the trash dumpster area shall be constructed of building materials that complement the building. The enclosure gates shall be made of solid panel steel or durable, long-lasting solid panel fiberglass.

ATTACHMENTS

1. 2024-04-08-01_E-COUNCIL Pkt

APPROVED BY



Mark Taormina, Planning and Economic Development Director

Date: June 06, 2024



Maureen Miller Brosnan, Mayor

Date: June 06, 2024

UNAPPROVED MINUTES

1

MINUTES OF THE 1,214th PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, June 4, 2024, the City Planning Commission of the City of Livonia held its 1,214th Public Hearing and Regular Meetings in the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan.

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

Members present:	Wafa Dinaro	David Bongero	Sam Caramagno
	Glen Long	Peter Ventura	Ian Wilshaw

Members absent: None

Mr. Mark Taormina, Planning Director, Jacob Uhazie, Assistant Planning Director and Stephanie Reece, Program Supervisor, were also present.

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

ITEM #1 PETITION 2024-04-08-01 Senior Wellness Center

Mr. Caramagno, Secretary, announced the first item on the agenda, Petition 2024-04-08-01 submitted by Hubbel, Roth & Clark on behalf of the City of Livonia requesting approval of all plans in connection with a proposal to construct a new Livonia Senior Wellness Center and make renovations to the Kirksey Recreation Center at 13335 Farmington Road, located at the southeast corner of Five Mile and Hubbard Roads, in the Northeast ¼ of Section 22.

Mr. Taormina: Thank you, Mr. Chairman. Again, this is a request to construct a new Senior Wellness Center and expand and remodel the Kirksey Recreation Center at Hubbard and Five Mile Roads. The Recreation Center was built in the early 2000s after the city acquired the west half, about 17 acres of the former Bentley High School property. The existing Rec Center is roughly 140,000 square feet. The Senior Center is currently located on the city campus along Farmington Road. That structure was built originally as a church and then expanded in the mid-1980s and remodeled in the early 2000s. With the construction of the new Senior Wellness Center as part of the Kirksey Recreation Center, the old senior center will eventually be torn down to make room for the future redevelopment of a portion of the city center. The new Senior Wellness Center will be on the east side of the Recreation Center. To accomplish this, the city is purchasing an additional 4.15 acres of property from the Livonia Public School District. The new Senior Wellness Center will be about 31,000 square feet. This includes a new two-story, 10,600-square-foot addition to the building, plus the conversion of the former gymnastic center, which is currently occupied by fitness equipment. The fitness area will be moved to the main gym, necessitating the construction of a new gym on the west side of the Rec Center along Hubbard Street. To familiarize everyone with the site plan, the existing building is shown in this gray pattern. The Senior Wellness addition on the east side of the building is shown in blue, and the new gym addition on the west side is shown in green. The new gym measures roughly 8,900 square feet. The exterior of both additions will complement the architecture of the existing structure. This includes the building's signature triangular brick pattern. The new Senior Wellness Center will have its entrance facing Five Mile Road, featuring a two-story glass curtain wall. There will also be a semicircular vehicle drop-off and pickup area with a covered overhang, like the feature at the front entrance of the Recreation Center. There will also be several site changes, including a new entrance drive from Five Mile Road and a new dedicated parking lot for the Senior Wellness Center with roughly 120 parking spaces. New stormwater detention basins will be constructed adjacent to Five Mile Road. Several pathways and sidewalks must be relocated, and all new landscaping will be provided for the additional development. The project architect, Adrianna Melchoir, from Hubbel, Roth, and Clark, is here this evening, as well as Ted Davis, the City's Director of Parks and Recreation. Thank you. With that, Mr. Chairman, I can read out the departmental correspondence.

UNAPPROVED MINUTES

3

Mr. Wilshaw: Yes, please.

Mr. Taormina: Mr. Taormina: The first item is from the Engineering Division, dated May 16, 2024, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed project at this time, but would like to note the following items: 1. The subject parcel is assigned the address of #15100 Hubbard Road. Should additional addresses be needed, the Owner will need to contact this Department once permitting has been completed. 2. The existing parcel is currently serviced by public sanitary sewer, storm sewer and water main. The submitted drawings indicate proposed additions to the existing systems as well as on-site detention. Based on the submitted drawings, we do not believe there will be any negative impacts to the existing systems, but a full Engineering review will be completed during the permitting process. 3. The drawings indicate proposed storm water detention, but do not include detailed information. The development will be required to provide detention per the latest version of the Wayne County Stormwater Ordinance, and will be required to submit drawings to Wayne County for permitting since they are intending to connect to a Wayne County owned storm system. 4. In addition to the storm water permit, any disturbances with the Five Mile Road right-of- way will require permits through the Wayne County Department of Public Service, including drive approach and sidewalk removals and placements. All other permits will be through the City of Livonia."* The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Livonia Fire & Rescue Division, dated May 21, 2024, which reads as follows: *"This office has reviewed the site plan submitted in connection with a request to construct a commercial building on property located at the above referenced address. We have no objections to this proposal with the following stipulations: 1. Provide an automatic sprinkler system, and on-site hydrants shall be located between 50 feet and 100 feet from the unobstructed Fire Department Connection. 2. Please adhere to code in the official submitted plan set of access parameters for emergency vehicles including but not limited to: roadway dimensions, unobstructed access (including parking lots), FIRE LANE signage, dead-end roadways. T or Y turnaround arrangements shall be permitted. Access must be maintained throughout the construction process also. 3. Submit plans and permits for sprinkler monitoring and fire alarms. 4. Doors powered by magnetic locks or access by fobs/key cards shall have power dropped to them with the*

activation of a fire alarm. A further detailed plan review will take place when this division receives an official plan set.” The letter is signed by Brian Kukla, Fire Marshal. The next letter is from the Division of Police, dated May 20, 2024, which reads as follows: *“I have reviewed the plans in connection with the petition. I have no objections to the proposal.”* The letter is signed by Paul Walters, Sergeant, Traffic Bureau. The next letter is from the Finance Department, dated May 15, 2024, which reads as follows: *“I have reviewed the addresses connected with the above noted petition. As there are no outstanding amounts receivable, general or water and sewer, I have no objections to the proposal.”* The letter is signed by Connie Kumpula, Chief Accountant. The last letter is from the Treasurer’s Department, dated May 29, 2024, which reads as follows: *“As of today, all tax and water bills are current.”* The letter is signed by Susie Nash, Treasurer. That is the extent of the correspondence.

Mr. Wilshaw: Thank you, Mr. Taormina. Are there any questions for our planning staff?

Mr. Ventura: Mr. Taormina, just to be clear, we're going to put a 10,621 square foot addition on the east end of the rec center that's two-story. So, we'll create 20,000 square feet of new space. In addition to that, we're going to build 8,855 square feet of new space for gymnasium on the west end. That is how we get to 30,000 square feet of new construction, correct?

Mr. Taormina: I believe the total floor area of the Senior Wellness Center is approximately 30,000 square feet. I'm going to let Mr. Davis clarify that. Not all the area shown in blue is usable floor area on the second level. Some of that space is open to below. The architect can describe that further, but I believe the 30,000 is roughly the total square footage of the new Senior Wellness Center, including the usable space for both the addition and the former gymnastics space. Why don't we let the architect or Mr. Davis clarify that?

Mr. Wilshaw: Are there any other questions for the planning staff? Okay, no other questions? Mr. Davis.

Ted Davis, Director of Parks and Recreation, Livonia, MI. Thank you. Good evening. Good to be here. I think that that 10,000 square foot addition on the side, most of that is going to be lobby space and offices. It'll be a two-story opening. The former gymnastic space, approximately 10,000 square feet, that is getting a

second floor. So, that becomes 20,000 square feet with the additional 10,000. That gives us roughly 30,000 square feet of the new Senior Wellness Center.

Mr. Ventura: And then in addition to that, there's 8,800 square feet on the west end.

Mr. Davis: That's the gymnasium. Yes.

Mr. Ventura: So, we're close to 40,000 square feet by the time we get done with all the construction.

Mr. Davis: Yes, but we're only adding on, I mean, there's some additional floor space also in the rec center. So, I think we're adding about 50,000 square feet total to the facility.

Mr. Ventura: Thank you, that makes it clear. I'm just trying to get all the numbers together.

Mr. Wilshaw: Thank you. Well, if there's no other questions, I think it's time for Mr. Davis to give his presentation. Good evening, and welcome to our meeting. Let us know what you're building.

Mr. Davis: Thank you. I mean, Mr. Taormina did a fantastically thorough job in going over the proposal before you of the site plan and everything. I mean, we are again asking to build the addition on to the current recreation center for the Senior Wellness Center. And along with that, a gymnasium. There'll be interior renovations to the Rec Center, as well. Some of the highlights of the project, and it's difficult because I'm a visual, so I like to see the pictures, but some of the highlights of the project are...the senior Wellness Center, really, it's a bonus, it's an upgrade in every conceivable way over what we have at the current Senior Center. You're looking at large multipurpose spaces on the main floor, updated kitchen, which will be able to accommodate the Meals on Wheels program that's currently being run out of there. We will be able to increase party sizes, which are incredibly popular on the second floor. We will have multiple fitness spaces and then conference room spaces or meeting room spaces that will be able to accommodate large groups as well. That's really the key of this, We were talking about the bathrooms. We go from nine fixtures to 15 fixtures throughout the facility, and two elevators. One that will fit 25 to 30 people that's fully accessible and will be able to accommodate EMS personnel if need be. I mean, this is just such an upgrade over

what we currently have, On the rec center side, we are getting a brand-new gymnasium. If you've been to the Rec Center, and you see that we've put equipment into the former gymnastics space, and it works, but it feels disjointed, and it feels like that addition to your house that isn't quite right. And with this new, you know, we're going to break out into the main gym areas, taking really main gyms one and two over. Main gym one will basically be an addition of the fit hub, or the fitness area. So it will look seamless with a two story elevation. And then the second, the main court two, that becomes multipurpose space rooms and then the track gets filled in on the second level, and it really becomes a cardio studio. So huge upgrades and big fundamental changes. The Rec Center is really gonna change the way it looks. but the goal is you're walking in there and you're thinking, this is how it was always meant to look. Right? It just needed to be refreshed that way. We're excited about the connections, I mean, the usefulness of these combining of the spaces. We're not recreating the wheel, right? We have an existing fitness center, we have existing pools, we have walking tracks, the seniors now gain access to all that through a point, you know, through a fob entry system. So, we're not duplicating services, we're simply adding on and really helping with economies of scale. And that just makes our pool, you know, our track, our fitness area, just that much more user friendly and useful to another population. Right now there are two very distinct populations that use the two centers. And over time we see that crossover just growing and continue to attract new seniors to use the facility. So that's a quick overview of this. Again, on the west end we're adding the new gym space to kind of take over to supplement what we're losing with main gyms one and two, that will be a hardwood floor. That's going to be a smaller court than what we currently have in main gym one and two. It'll really be one full size court mostly. You know, we think that we're not gonna, feel the loss of the gym space, because we have so many classes and programs in gyms right now because we don't have adequate space for those programs. So with the addition of those multipurpose rooms, you know, where main two was, we really don't feel we're going to miss the gym space at all, but we'll have more than adequate gym space.

Mr. Wilshaw: Okay, great. Thank you, Mr. Davis. And as you're giving your presentation, Mark is showing on the screen some of the renderings so our folks at home can see some of these beautiful renderings that you've been able to provide to us.

- Mr. Davis: So, that is a senior center lobby right there. And that was, you can see, I mean, one of the things that we're happy about is, if you've been to the current Senior Center, your point-of-sale location, or your check in location, is on the complete opposite side of the offices. Here, you're going to have the offices behind it. They will be secured, and you'll also be able to have full time staff actively supporting that front desk reception point of sale location. You know, seniors asked for a fireplace, that was an add on. Originally, that was a glass wall, and that was added on to give them fireplace. And actually, much like DPW space, if you've been there, behind that fireplace is a small conference room. And that's where, again, you'll be able to have small interpersonal meetings, if you need to meet with someone privately right off the lobby. We love it for, again, the support it's going to provide, we're redoing the rec center front desk area. If you've been to the rec center, it does some things really, really well. One of them is a choke point, when you come in, it really chokes it off, we think there's a better way, we're going to hopefully create better flow through there. More stations to be able to push people through faster. I mean, that's when we always hear, there's lines. I'll be the first to say...I will tell my staff lines are not a problem. Lines mean, we're popular. Don't worry about lines. But we do want to move people through faster. So that is, again, that's going to shift over in the middle of the current space right now. It'll be glassed all the way, in full door. So, we'll have some security there. And again, though, you know, frontline staff there will feel approachable but safe. And again, we have three point of sale locations right on the front. There'll be a check in on the side for members and people checking in to utilize the facility. And then where the former handicap entrance or exit was, that will become the new exit. So, it'll have an entry-exit flow to the building, which we think will make it feel a lot better and move people through a lot quicker. And that's what we want. We want it to be...we want people to check in. We want to do it as fast as we possibly can, as well.
- Mr. Wilshaw: Excellent. Let's see if there's any questions from any of the commissioners for Mr. Davis.
- Ms. Dinero: I do. Thank you, Ted, for this presentation. This is really exciting. And I'm really excited to see the new Senior Center. I have just a couple of questions for you. One, how much square footage are we losing on the Rec Center? And how is that going to impact programming, if at all? And then the second question, can you talk a little bit about the timeline of the construction and what's going to happen until we get to the final product? Sure.

Mr. Davis: I think it's difficult to say we're losing square feet, I mean, we're losing the gymnastic space. So, we're losing 10,000 square feet on that side, approximately. We're gaining back at 8,800 square feet on the west side with a gym edition. But on the Main two, we're adding a second level. We're adding multipurpose rooms in the first floor. So, I think we're coming out actually probably a few thousand square feet ahead and it's not really the space. I mean, it's always odd because the Rec Center, I would say, is 130,000 square feet and yet somehow we're room poor because again you have these expansive lobby spaces right? We have two great pools. a walking track, four full gymnasiums, but yet when you look at like, you know, we offer 100 different classes a week through there, not including swim lessons, and yet we don't have really great classroom space, you know, whether it's fitness classes or even, you know, a lecture series or anything like that. We don't have good spaces for that, so, that was really our goal with this renovation is to...it's not about losing square footage or gaining square footage it's about increasing the functionality of the square footage we do have and we feel we've done that with this plan. Timeline on construction. So, groundbreaking will occur second week of July. I feel like I should knock on wood and that's actual earthmoving. The actual groundbreaking ceremony is July 17, Monday at one o'clock . So, we anticipate actual construction groundbreaking that second week of July. And you're not going to feel any impact on that. It's all going to be on the east and west side. I mean, you'll see the fencing go around, especially on the north end, and kind of wrap around the sides of the building. But there'll be no change in the operation until we get to September. September's when we're going to start to feel it. The gymnastic space gets cleared out in the beginning of September. So, we feel we'll be able to move that equipment, spacing it a little tighter through our current fit hub. We used to have equipment upstairs on the second level quite a bit. We thinned that out, so we'll put more equipment back up there. And then we will place a good portion of the equipment in Mac gym one. That's where it will remain for the duration of the construction. So that will be the first thing that rec center members will feel is that loss of the gymnastic space. But we feel we can accommodate that and still maintain all the functions. We're still going to have three full basketball courts that will be operational. Really the only programs we're planning on cutting right now are our adult basketball leagues. We've been in contact with our rentals to let them know things are tight. We've contacted LJL. We've talked with them already. It's

not that we don't want them to use the facility, but again, things are going to be tight for the period of time. We will operate that way until July, and we anticipate in July the West gym will now be complete. And at that point, we will now...construction will move into main gyms one and two. We will lose a little portion of the fit hub. They'll have to build a temporary wall. Somewhere in that timeframe the senior center should be complete, at the end of summer. We would then complete the main gyms one and two in that area of the Rec Center early December of 2025.

Mr. Wilshaw: Thank you. Is there other questions for our parks and rec director?

Mr. Ventura: Mr. Davis, can you give us kind of a broad-brush overview of the cost of the project and total sources of funds that are going to be available to make it happen and then talk a little bit about your excellent recapture of those funds that are going to retire whatever debt we're going to incur to do that.

Mr. Davis: Sure. So, the total cost of the project, I can give you a guess right now because we don't have a guaranteed maximum price from our construction manager. We just put out bid packets last week. We feel right now a good ballpark is \$26 million dollars for total project costs. We have \$8 million thanks to Wayne County. We have \$3 million in community project funding from Haley Stevens. We have \$1.25 million in community project funding from Congresswoman Rashida Tahlil. We have \$3 million from the State of Michigan, and we have \$2 million that are from 208 Parks and Recreation fund balance unexpended fund balance and the remainder will be offset by it with the general fund. As far as our current millage, which is sufficient to pay all of our capital and pay the bond debt. I will say we are incurring no bond debt with this project right now. So, I mean, I don't want to say, you know, with absolute certainty, but I don't feel we're gonna be, you know, increasing our bond debt payments on this project at all. So our current millage covers our bond payments, our capital and subsidizes the recreation center operations to the tune of about 15%. The gold standard in community recreation facilities is 70% cost recovery. We currently run at about 85% cost recovery. So we are doing it better and more efficiently than the vast majority of facilities throughout the United States that are community recreation centers. So, we feel that's a credit to the staff we've had from Tom Murphy from Ron Ranky, Karen Comchanik, Lyle Trudell, certainly they've all done a fantastic job and I, you know, I have kind of been given

UNAPPROVED MINUTES

10

the keys to a Ferrari and told don't screw up and I've managed to not do that yet.

Mr. Ventura: Great. Sounds like we've got the finances for this well in hand. Thank you.

Mr. Davis: Thank you.

Mr. Wilshaw: Thank you. Mr. Ventura. Any other questions?

Mr. Caramagno: Ted, now that you're putting the senior center with the Rec Center, what efficiencies will you have from the old senior center and the Rec Center being separate what type of efficiencies do you expect to have?

Mr. Davis: I think that's a great question. A great deal. Really, I mean, if you look at just the physical structure itself, right, where we already have swimming pools, we're not going to be recreating swimming pools. We already have a fitness center. We already have a walking track. Attaching the Senior Wellness Center onto the existing rec center, you know, gives all of our seniors access to those facilities, and that was really the big driver of this. And then you have staffing as well, where, you know, we have a facility manager that already runs the Rec Center, that person will be able to run the senior center too. Front desk operations point of sale, again, it will be the same person overseeing both sides of it. Part time building supervision, you know, at two separate physical locations, we're running staff in different locations. Now, we're going to combine that staff, so we feel there'll be efficiencies on the user end, meaning our seniors, and what they get access to and what they'll have to show for this new facility and again, being attached to the Rec Center. And operationally, we feel there are great efficiencies, we'll be able to with full-time and part time staff, to where the hope is even we continue to offer the great programs we have but even to increase that programming as time goes on.

Mr. Caramagno: Thank you. Now another question for you. The Senior Center,..so the seniors have access to the Rec Center, it's only one way access...rec center people can't get into the senior center.

Mr. Davis: Yes, they can if they are seniors, they certainly can. They can go both ways, And we think that that traffic is only going to increase over time. So, I'm not a senior, I would not be able to fob over now, I'm not a senior yet, but when I am a senior

someday, if I have rec center membership, and I, you know, want access over the Senior Center, I will certainly be able to fob over and utilize the senior center. And then I will be able to do the same thing and fob back. So, imagine your day is you get there, and you take a water aerobics class at 10 in the morning, and then you decide to go over the senior center and you want to play some cards. And then you stay over there and have lunch and then you come back over, and you walk the track for a little while. Then you go home and take a nap. Or maybe you hit one of the three golf courses. Who knows?

Mr. Caramagno: Maybe so thank you.

Mr. Wilshaw: Any other questions? I've got just a couple, Mr. Davis, that I had written down. Because the Senior Center currently does not have elevators, it's basically a one floor structure and now you're gonna have a two-floor structure. You already mentioned that one of them is going to be able to accommodate EMS, if necessary, and as we know, from City Hall and its woes with elevators going down, what would happen in the event of elevators not functioning at this at the Senior Center?

Mr. Davis: Yeah, the one thing I will say is, I feel this facility in some ways is such an anomaly. I mean, the Rec Center has an elevator. Has had an elevator for 20 years, I can count on my one hand and the nine years I've been here how often the elevator has been down yet, it seems in other facilities, I can count on my one hand today, how many times the elevator has been down. I don't feel we're really going to have the kind of maintenance issues there. But again, we do have two staircases, and then we do, I think we're three total staircases up to the second floor. We'll also have access points in the second floor into the Rec Center where they'll be able to go around and have access to, again, either stairs or the Rec Center elevator as well. So, we feel in that in the case of that situation, we'll have multiple ways to move people in and out. One thing also is, you know, the generator we're going to have. If we do lose power, elevators are going to remain operational. That's one of our goals, right? Second floor will lose some functionality, but elevators will continue to operate even at a loss of power. So, we feel confident that just like every building, and there's a great deal of trepidation I'd say with our senior population and this, again, anything new, change is always frightening, right. And I jokingly...I go there and give a monthly talk at the Senior Center and there was a great deal of fear regarding the two stories and I asked the question how many people had been to St. Mary's?

And I said, just show of hands and everyone raised their hands and I said how many people have been to the second floor above at St. Mary's? And everyone raised their hand and so we seem to do it in other places quite easily and somehow we have this fear in a new building. I think we're going to be pleasantly surprised at how smoothly it does go and how few problems we do have.

Mr. Wilshaw: I appreciate that answer. And some of my questions do come from folks I've talked to from the senior center. So it's not a surprise to you some of these questions, but you sort of alluded to it actually with your answer about the elevators in the sense of the generator. The Rec Center is currently often used during emergency times in the city as a warming center or as a facility that people within the city can go to. If they have problems with their house or need to get away, for some reason and go somewhere safe. And I'm assuming that the generator will be expanded to serve the Senior Center and the senior center itself can also now become one of those facilities for residence in an emergency. Is that correct?

Mr. Davis: It could I think our plan right now is that we would try to maintain services and programs at the Senior Center. We would let the Rec Center serve as the emergency shelter if we're in that scenario. Right now, that is our plan. But of course, things can change. And it could easily...we could make the senior center the heating and cooling station if need be. But the goal with the generator is that both spaces are going to be functional and comfortable, regardless of the temperature outside. Excellent.

Mr. Wilshaw: Okay. Very good. And then the last and most important question I have is, are you still going to have Wii bowling available for the seniors?

Mr. Davis: Yeah, I don't see us again, I don't see us eliminating or cutting any programs. I think the goal is, again, to expand upon what we currently offer.

Mr. Wilshaw: Okay, great. Yeah, that's something that I know some people find very important. They have leagues and everything else.

Mr. Davis: I like the Wii as much as the next person.

Mr. Wilshaw: Very good. All right. Well, thank you very much for your presentation. Is there any other questions from any of our commissioners? If not, anyone else in the audience wishing to

Speak on this item? I see no one else wishing to speak. Thank you for being here. And if there's no other questions or comments, then a motion would be an order.

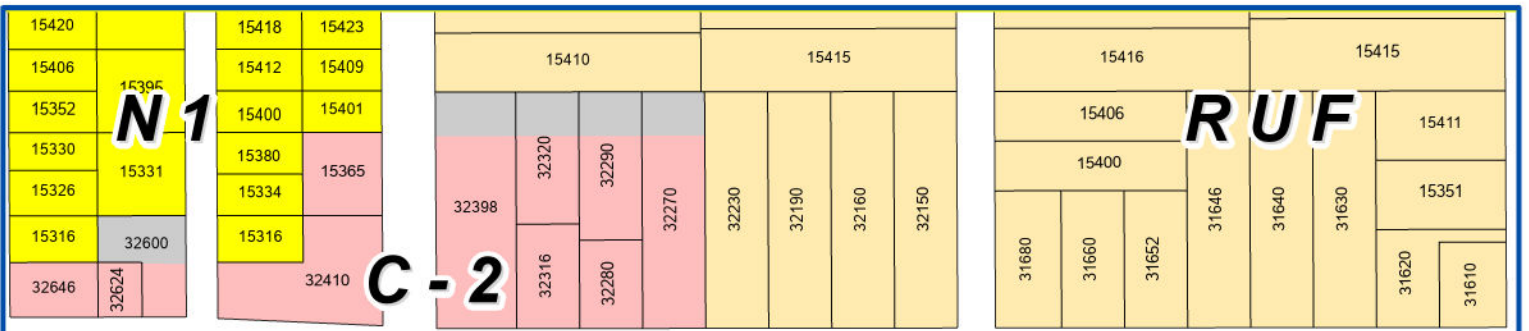
On a motion by Dinaro, seconded by Bongero, and unanimously adopted, it was

#06-21-2024 **RESOLVED**, That the City Planning Commission does hereby recommend to the City Council that Petition 2024-04-08-01 submitted by Hubbel, Roth & Clark on behalf of the City of Livonia requesting approval of all plans in connection with a proposal to construct a new Livonia Senior Wellness Center and make renovations to the Kirksey Recreation Center at 13335 Farmington Road, located at the southeast corner of Five Mile and Hubbard Roads, in the Northeast ¼ of Section 22., be approved subject to the following conditions:

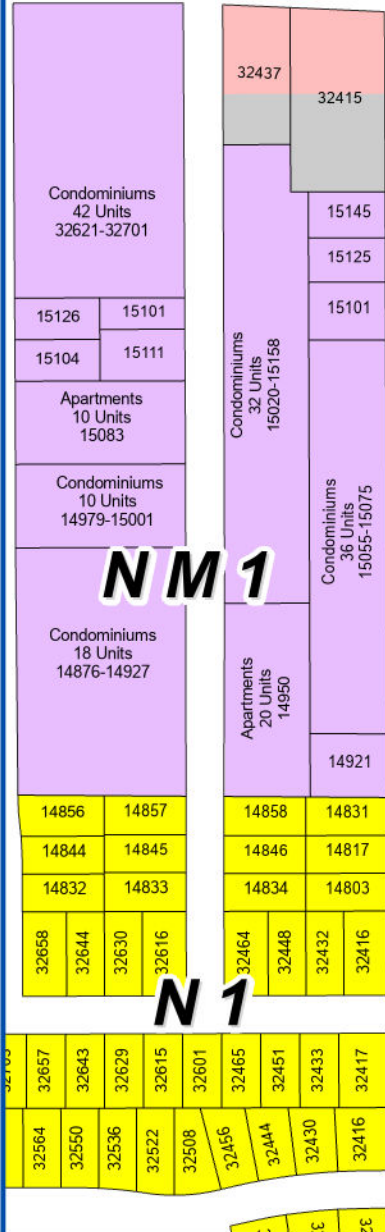
1. The Site Plan identified as Sheet No. C-1A, dated May 6, 2024, as revised and prepared by Hubbell, Roth & Clark, Inc., is hereby approved and shall be adhered to.
2. All parking spaces, except the required handicapped spaces, shall be double-striped ten feet (10') wide by twenty feet (20') in length.
3. That the Landscape Plan identified as Sheet No. C-6, dated May 6, 2024, as revised and prepared by Hubbell, Roth & Clark, Inc., is hereby approved, and any modifications thereto shall be pre-approved by the Planning Department.
4. The Exterior Elevations Plans marked A-201 and A-202, dated May 3, 2024, as revised, prepared by Hubbell, Roth & Clark, Inc., are hereby approved.
5. All rooftop mechanical equipment shall be concealed from public view on all sides by screening compatible with the building's exterior materials, and
6. The three walls of the trash dumpster area shall be constructed of building materials that complement the building. The enclosure gates shall be made of solid panel steel or durable, long-lasting solid panel fiberglass.

Mr. Wilshaw: Is there any discussion?

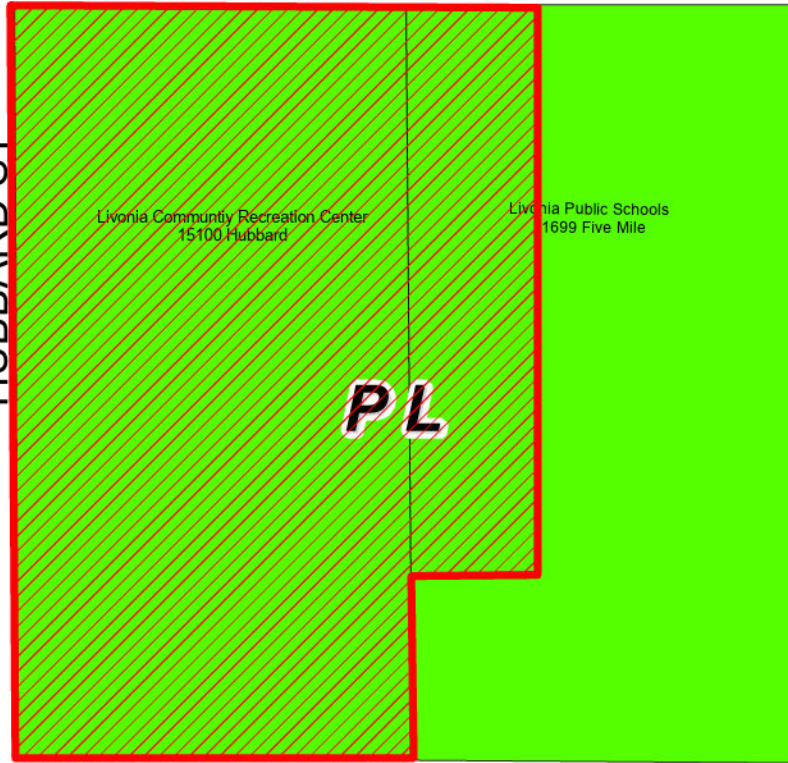
Mr. Wilshaw, Chairman, declared the motion is carried and the foregoing resolution adopted. It will go on to the City Council with an approving resolution.



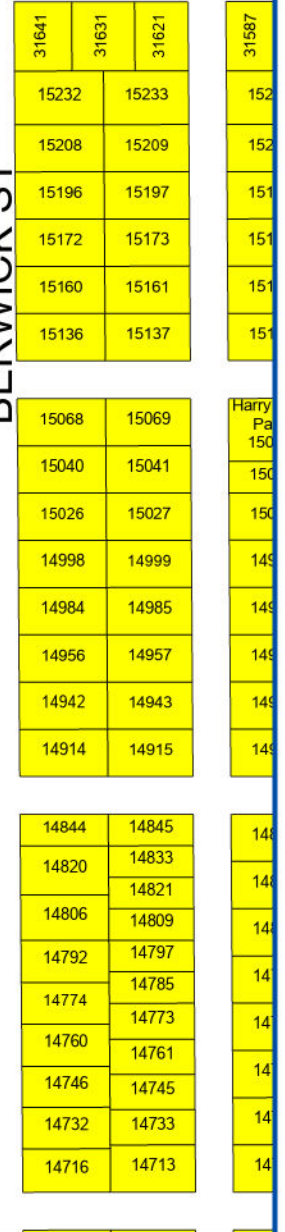
FIVE MILE RD



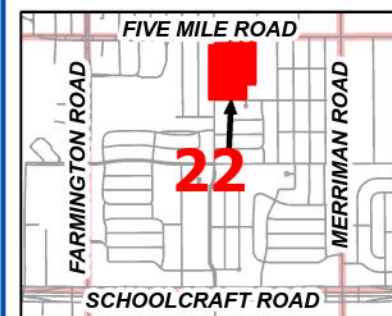
HUBBARD ST



BERWICK ST



JAMISON AVE



Address & Zoning Map

Petitions 2024-04-08-01
 City of Livonia
 15100 Hubbard Street
 Construct a new Livonia Senior
 Wellness Center and make
 renovations to the Kirksey Recreation Center



Not to Scale



City of Livonia
 Planning Department



FIVE MILE ROAD

HUBBARD STREET



Aerial Map

Petitions 2024-04-08-01

City of Livonia

15100 Hubbard Street

**Construct a new Livonia Senior
Wellness Center and make
renovations to the Kirksey Recreation Center**



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

MISCELLANEOUS

ITEM 1

Petition 2024-04-08-01 submitted by Hubbel, Roth & Clark on behalf of the City of Livonia requesting approval of all plans in connection with a proposal to construct a new Livonia Senior Wellness Center and make renovations to the Kirksey Recreation Center at 15100 Hubbard Street, located at the southeast corner of Five Mile and Hubbard Roads, in the Northeast ¼ of Section 22.

May 21, 2024, Study Meeting:

This site plan petition involves a request to renovate and expand the Jack E. Kirksey Recreation Center. An addition to the east side of the building would house the new Livonia Senior Wellness Center, and an addition on the west side would become the new main gymnasium to replace the current gymnasium, which is being displaced as part of the interior renovations. The Kirksey Recreation Center is at the southeast corner of Farmington and Hubbard Roads. The City currently owns roughly 17 acres of the west half of the former Bentley High School property. The east half, which contains open fields and the former Bentley football field, is owned by the Livonia Public Schools and is currently leased to the Livonia Junior Athletic League (LJAL). The City is purchasing 4.15 acres of property from Livonia Public Schools to develop the Senior Wellness Center. The zoning of both parcels is PL, Public Lands. This project will not affect the football field; however, a portion of the parking lot adjacent to Five Mile Road will be removed.

This existing Recreation Center is two stories in height and approximately 140,000 square feet in size. The main components that occupy the first floor include 1) a 25-meter competition pool, 2) a leisure pool, 3) four (4) multi-purpose courts, 4) the former gymnastics center now used mostly for strength training and cardio exercise, 5) a climbing wall, 6) a fitness hub, 7) a child-care facility, 8) locker rooms for both men and women as well as a family locker room, 9) concession lounge, and 10) three (3) small party rooms. The offices of the City's Parks and Recreation Department are also located on the first floor of the community recreation center. The second floor contains aerobics/multi-purpose rooms and a walking/jogging track.

The proposed Senior Wellness Center would consist of a two-story, 10,621-square-foot addition to the east end of the existing Recreation Center. In addition, a second level would be added to the former gymnastics space and incorporated into the new Senior Wellness Center. Altogether, the new Senior Wellness Center would measure 30,908 square feet. The total area impacted within the existing building for the proposed renovations is 29,839 square feet. The total area impacted to the west side of the site is 0.70 acres.

The first floor of the Senior Wellness Center would consist of a check-in/reception and lounge area, open offices with conference rooms, medicine storage, a library, a cafeteria/multipurpose room with an attached kitchen and storage area. The rear

MISCELLANEOUS

of the space will include a café, and restrooms and direct access to the Recreation Center. The second-level floor plan includes several multipurpose rooms, a billiards room, a card room, and an art/workshop room.

The addition to the west end of the Recreation Center includes a new 8,855-square-foot gymnasium to replace the existing main gym, which is being transformed into a new fitness center since the space that is currently used for strength training and cardio equipment would be renovated as part of the new Senior Wellness Center. The west gym addition would constitute the new main gym used mostly for basketball and other sports programs. The existing Mac gyms will remain in their current location and configuration.

The elevation plans show that the exterior of the building would consist of brick patterns that match the existing structure and tinted glass walls. An HVAC screening wall is identified on the roof. Two columns cover and support the main drop-off and turn-around areas in the northeast corner of the Senior Wellness Center. Although the ordinance does not provide a parking standard for multiple-use recreational developments, the site plan shows an additional 120 parking spaces to the east of the senior center addition.

Access to the Kirksey Recreation Center will remain the same off Hubbard Street. Primary access to the Senior Wellness Center will be from Five Mile Road via a drive connecting to a new parking lot on the side of the property, adjacent to the LJAL football field. This new parking lot would also connect to the southern parking lot by a small drive to the southeast.

The zoning ordinance requires five percent (5%) of paved parking area to be interior landscaping. The total paved area of the Recreation Center is 81,420 square feet, requiring 4,071 square feet of landscaping ($81,420 \times 0.05$). The total area of internal landscaping shown on the plan is 4,190 square feet. The landscaping standards require one (1) tree for 300 square feet of interior parking ($4,190 / 300 = 13.97$) for 14 trees, and 14 trees are shown on the plan. The required parking lot screening is one (1) deciduous tree per 40 feet of road frontage. The site plan frontage total is 230 feet, and ($230 / 40 = 5.75$) the landscape plan shows six (6) trees provided.

No minimum building setback requirements are required in the PL District.

Exterior site lighting for the Senior Wellness Center parking lot would consist of ground-mounted light fixtures measuring twenty feet (20') in height. The Lighting Plan, Drawing ES-103, shows the photometric summary of the site. The parking lot averages 1.00 footlight candles, which complies with the maximum of 1.0-foot candles for parking areas identified in the Zoning Ordinance. The building entrance has an average footlight candle of 1.04, which also complies with the Zoning Ordinance maximum of 5.00 footlight candles.

MISCELLANEOUS

June 4, 2024, Regular Meeting:

Approving Resolution: The request by the City of Livonia to construct a new Livonia Senior Wellness Center and make renovations to the Jack E. Kirksey Recreation Center at 15100 Hubbard is hereby approved subject to City Council approval and the following conditions:

1. The Site Plan identified as Sheet No. C-1A, dated May 6, 2024, as revised and prepared by Hubbell, Roth & Clark, Inc., is hereby approved and shall be adhered to.
2. All parking spaces, except the required handicapped spaces, shall be double-striped ten feet (10') wide by twenty feet (20') in length.
3. That the Landscape Plan identified as Sheet No. C-6, dated May 6, 2024, as revised and prepared by Hubbell, Roth & Clark, Inc., is hereby approved, and any modifications thereto shall be pre-approved by the Planning Department.
4. The Exterior Elevations Plans marked A-201 and A-202, dated May 3, 2024, as revised, prepared by Hubbell, Roth & Clark, Inc., are hereby approved.
5. All rooftop mechanical equipment shall be concealed from public view on all sides by screening compatible with the building's exterior materials, and
6. The three walls of the trash dumpster area shall be constructed of building materials that complement the building. The enclosure gates shall be made of solid panel steel or durable, long-lasting solid panel fiberglass.

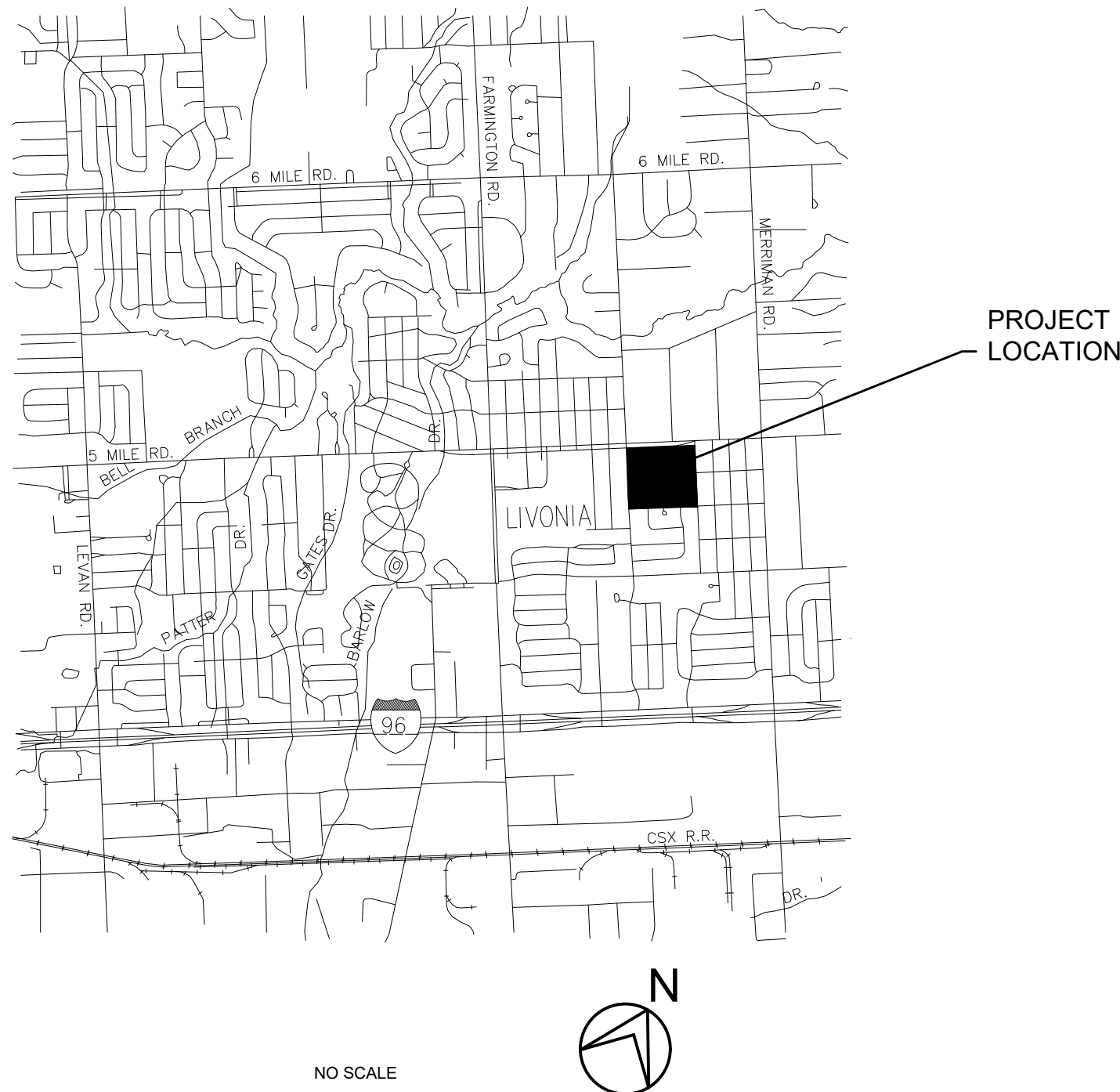
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Civil Architecture

OWNER	CITY OF LIVONIA
ENGINEER OF RECORD	HUBBEL ROTH & CLARK 555 HULET DR. BLOOMFIELD TOWNSHIP, MI 48302
ARCHITECT	DICLEMENTE SIEGEL DESIGN INC. 28105 GREENFIELD ROAD SOUTHFIELD, MI 48076
CIVIL ENGINEER	HUBBEL ROTH & CLARK 555 HULET DR. BLOOMFIELD TOWNSHIP, MI 48302
STRUCTURAL ENGINEER	RESURGET ENGINEERING PC 28 WEST ADAMS, SUITE 1710 DETROIT, MI 48226
ELECTRICAL ENGINEER POWER	HUBBEL ROTH & CLARK 555 HULET DR. BLOOMFIELD TOWNSHIP, MI 48302
ELECTRICAL ENGINEER LIGHTING	DICLEMENTE SIEGEL DESIGN INC. 28105 GREENFIELD ROAD SOUTHFIELD, MI 48076
MECHANICAL ENGINEER	DICLEMENTE SIEGEL DESIGN INC. 28105 GREENFIELD ROAD SOUTHFIELD, MI 48076



NO SCALE



HUBBELL, ROTH & CLARK, INC.
JOB NO. 20211141

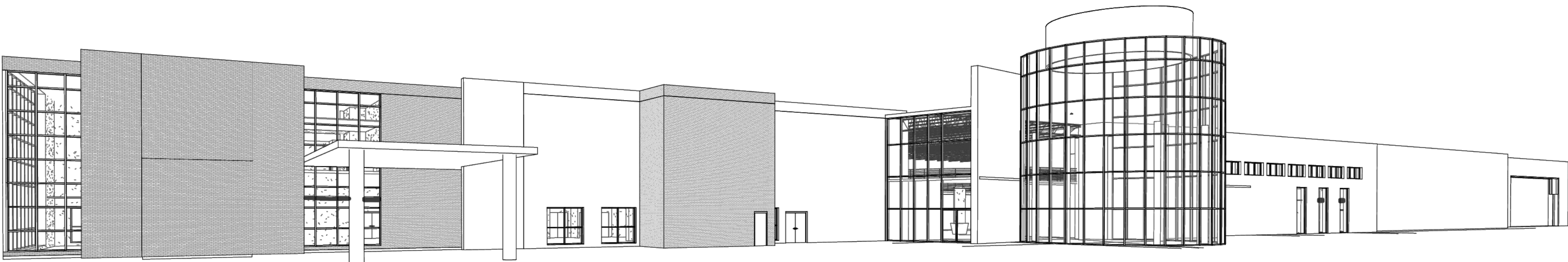
SEAL

FITNESS CENTER RENOVATION AND RECREATION IMPROVEMENTS

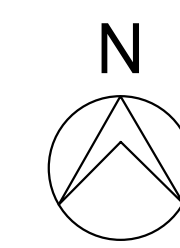


CITY OF LIVONIA, MICHIGAN

SITE PLAN REVIEW
MAY 6, 2024



JOB NO. 20211141



SCALE: 1" = 20'

LANDSCAPING DATA

REQUIRED INTERIOR PARKING LOT LANDSCAPING: 5% OF TOTAL PAVED PARKING AREAS

TOTAL PAVED DRIVING AREA: 81,420 SQ. FT

REQUIRED INTERNAL LANDSCAPING AREA: $81420 \times 0.05 = 4071$ SQ. FT

TOTAL INTERNAL LANDSCAPING AREA PROVIDED: 4,190 SQ. FT

REQUIRED NUMBER OF TREES FOR INTERIOR PARKING LOT LANDSCAPING:
1 TREE PER 300 SQ. FT OF INTERIOR LANDSCAPING

REQUIRED NUMBER OF TREES: $4,190 / 300 = 13.97$

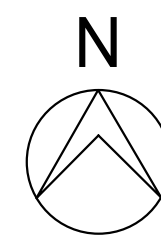
TOTAL INTERIOR LANDSCAPING TREES PROVIDED: 14

REQUIRED PARKING LOT SCREENING: 1 DECIDUOUS TREE PER 40 FEET OF ROAD FRONTAGE

FRONTAGE TOTAL: 260 FT - 30 FT DRIVEWAY = 230 FT

REQUIRED NUMBER OF TREES: $230 / 40 = 5.75$

TOTAL TREES PROVIDED: 6

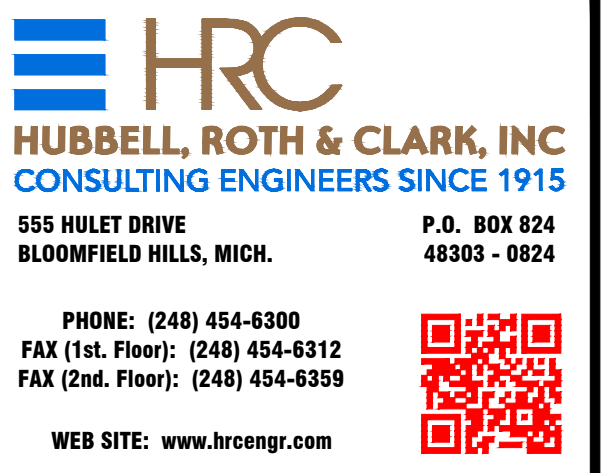


SCALE: 1" = 30'

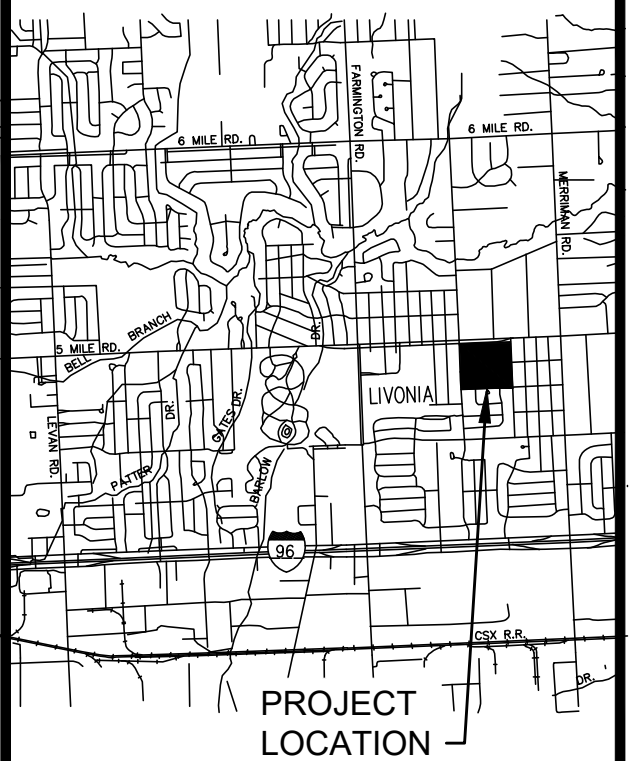
PLANT SPECIES PLANT LIST					
KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
TREES	20	GINKGO BILBOA	MAIDENHAIR TREE	3' HT.	

PLANTING LEGEND

DECIDUOUS TREES	
LARGE PLANTERS	
REQUIRED INTERNAL LANDSCAPING AREA	
GRASS AREA	
LANDSCAPED AREA.....	



PRELIMINARY
NOT FOR CONSTRUCTION

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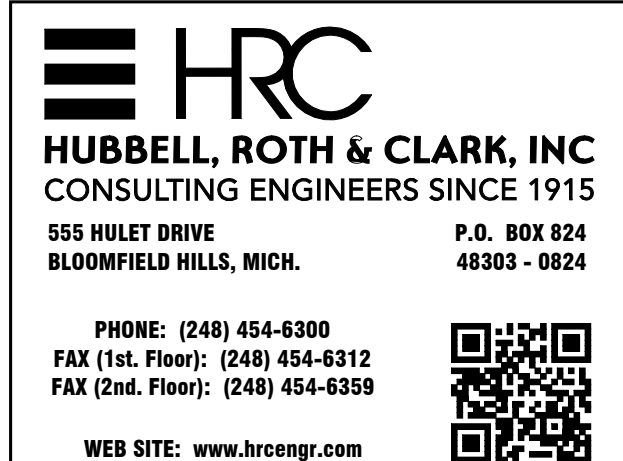
CITY OF LIVONIA

**FITNESS CENTER
RENOVATION AND
RECREATION
IMPROVEMENTS**

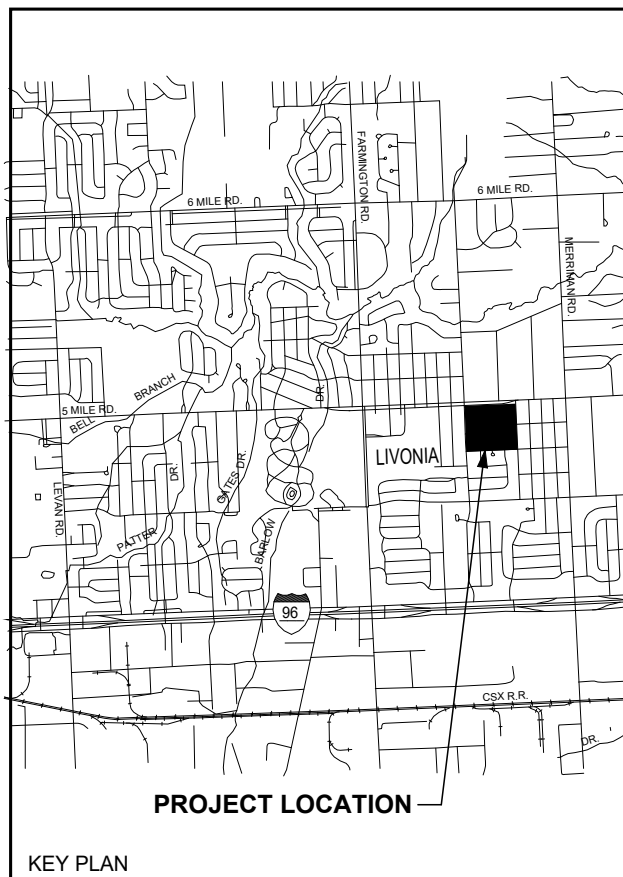
LANDSCAPING PLAN

HRC JOB NO. 20211141	SCALE 1" = 20'
DATE JANUARY 2024	SHEET NO. C-6 OFXXX

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03/13/2024	OWNER REVIEW
01/24/2024	DESIGN DEVELOPMENT
DATE	ISSUED FOR
DESIGNED	M. ALSHADOOD
DRAWN	P. HENDERSON
CHECKED	R. ARMSTRONG
APPROVED	R. ARMSTRONG



PROJECT TITLE

CITY OF LIVONIA

**FITNESS CENTER
RENOVATION AND
RECREATION
IMPROVEMENTS**

SHEET TITLE

**COMPOSITE FIRST FLOOR
DEMOLITION PLAN**

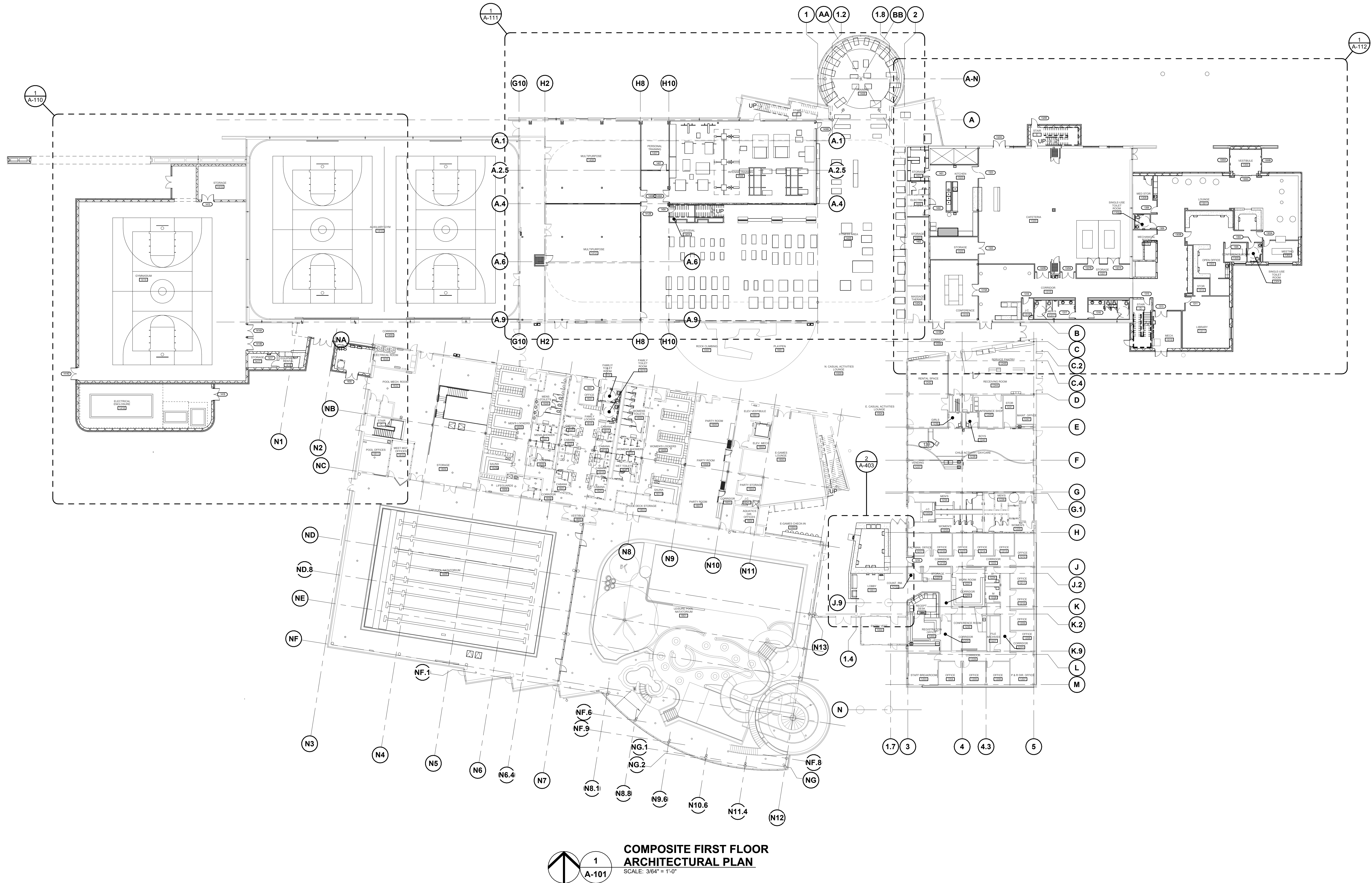
HRC JOB NO. 20211141	SCALE REF. DRAWING
DATE: 03/13/2024	SHEET NO. AD101



ORIGINAL PLOT SIZE: ARCH FULL BLEED E1 (30.00 X 42.00 INCHES)

5/3/2024 12:30:50 PM

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GENERAL NOTES	
NO.	DESCRIPTION
1	VERIFY EXISTING CONDITIONS IN FIELD.
2	FOR MECHANICAL AND ELECTRICAL NEW WORK, REFER TO MECHANICAL AND ELECTRICAL DRAWINGS.
3	INSTALL TRANSITION STRIPS AT ALL FLOORING TRANSITIONS WITHIN SCOPE AREA. REFER TO FINISH SCHEDULES.
4	ALL NEW INTERIOR GYP. BOARD WALLS TO BE FINISHED WITH PNT-01, UNLESS NOTED OTHERWISE. REFER TO FINISH SCHEDULES.
5	PROVIDE BLOCKING IN WALL AT ALL WALL-MOUNTED FIXTURES.
6	PROTECT ALL FINISH WORK TO REMAIN FROM DAMAGE DURING CONSTRUCTION. REPAIR OF DAMAGED EXISTING FINISHES WILL BE AT THE CONTRACTORS EXPENSE.
7	MAINTAIN ALL REQUIRED EGRESS ROUTES DURING CONSTRUCTION.

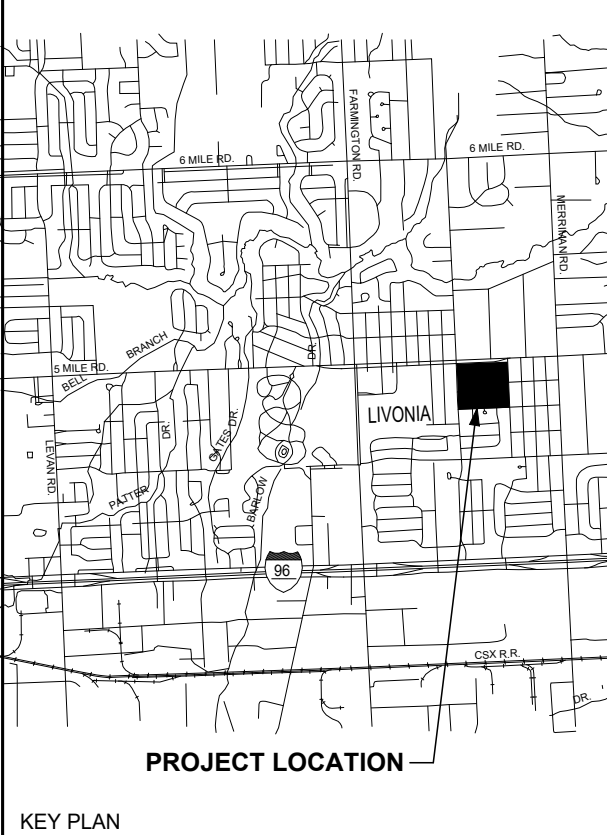


HRC
HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE
BLOOMFIELD HILLS, MICH.
P.O. BOX 824
48303 - 0824
PHONE: (248) 454-8300
FAX (1st. Floor): (248) 454-8312
FAX (2nd. Floor): (248) 454-8359
WEB SITE: www.hrcengr.com

DiClemente Siegel Design Inc.
Engineering & Architecture
28105 Greenfield Road, Southfield, MI 48076
248.565.1435 www.dsdesigninc.com
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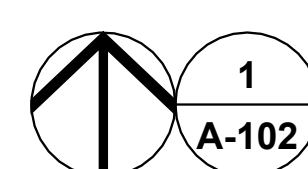
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05-03-2024	SITE PLAN REVIEW
03-13-2024	OWNER REVIEW
01-24-2024	DESIGN DEVELOPEMENT
DATE	ISSUED FOR
DESIGNED	M. ALSHADDOO
DRAWN	P. HENDERSON
CHECKED	R. ARMSTRONG
APPROVED	R. ARMSTRONG



PROJECT TITLE	
CITY OF LIVONIA FITNESS CENTER RENOVATION AND RECREATION IMPROVEMENTS	
SHEET TITLE	
COMPOSITE FIRST FLOOR ARCHITECTURAL PLAN	
HRC JOB NO. 20211141	SCALE REF. DRAWING
DATE: 05-03-2024	SHEET NO. A-101

3/64"=1'-0" 0' 30' 60'
ORIGINAL PLOT SIZE: ARCH FULL BLEED E1 (30.00 X 42.00 INCHES)



SCALE: 3/64" = 1'-0"



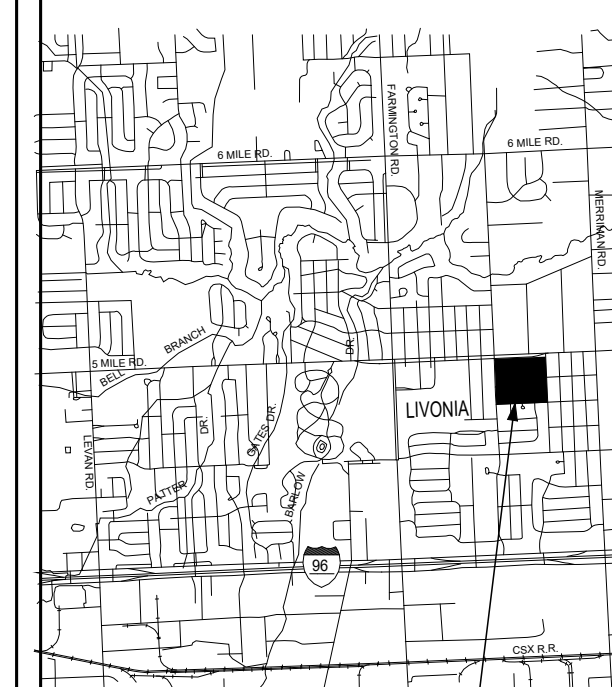
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28105 Greenfield Road Southfield, MI 48070
248.569.1430 www.dadonline.com

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05-03-2024	SITE PLAN REVIEW
03-13-2024	OWNER REVIEW
01-24-2024	DESIGN DEVELOPMENT
DATE	ISSUED FOR
DESIGNED	M. ALSHADOOD
DRAWN	P. HENDERSON
CHECKED	R. ARMSTRONG
APPROVED	R. ARMSTRONG



PROJECT LOCATION:

KEY PLAN

PROJECT TITLE

CITY OF LIVONIA

FITNESS CENTER RENOVATION AND RECREATION IMPROVEMENTS

	SHEET TITLE
--	-------------

COMPOSITE SECOND
FLOOR ARCHITECTURAL
PLAN

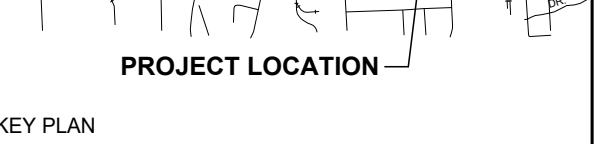
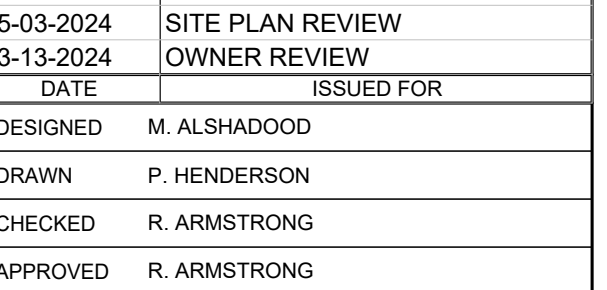
HRC JOB NO. 20211141	SCALE REF. DRAWING
DATE: 05.03.2024	SHEET NO. A-102

ORIGINAL PLOT SIZE: ARCH FULL BLEED E1 (30.00 X 42.00 INCHES)



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NOT FOR CONSTRUCTION

4 DICLEMENTE SIEGEL DESIGN INC.



PROJECT TITLE

CITY OF LIVONIA

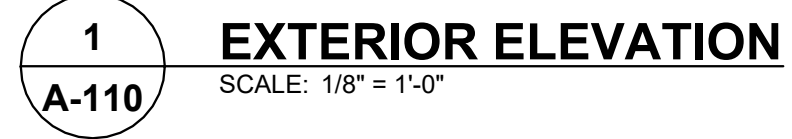
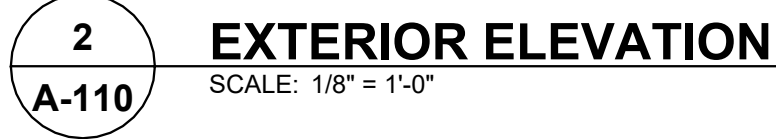
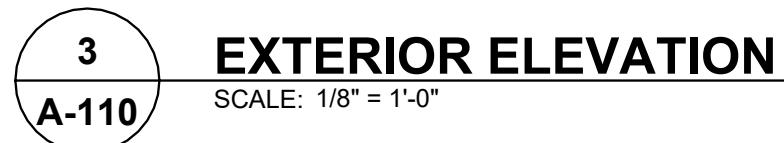
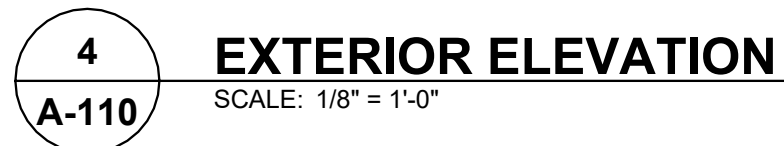
**FITNESS CENTER
RENOVATION AND
RECREATION
IMPROVEMENTS**

SHEET TITLE

EXTERIOR ELEVATIONS

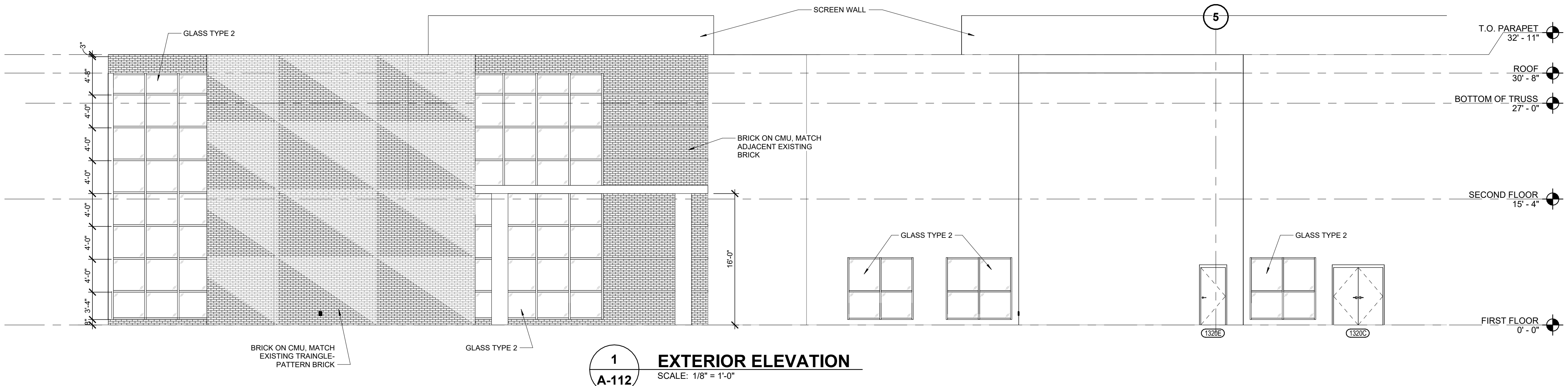
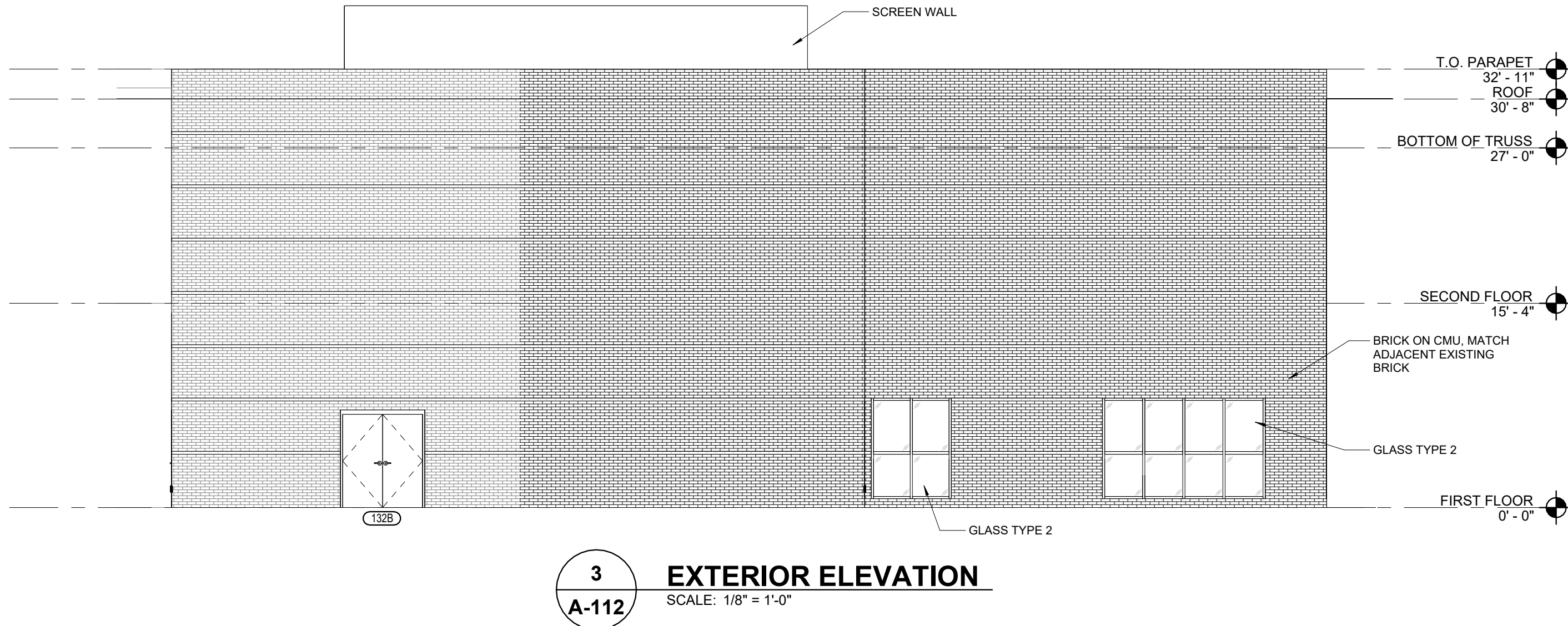
HRC JOB NO. 20211141	SCALE REF. DRAWING
DATE: 05-03-2024	SHEET NO. A-201

ORIGINAL PLOT SIZE: ARCH FULL BLEED E1 (30.00 X 42.00 INCHES)





KEYNOTES	
NO.	DESCRIPTION



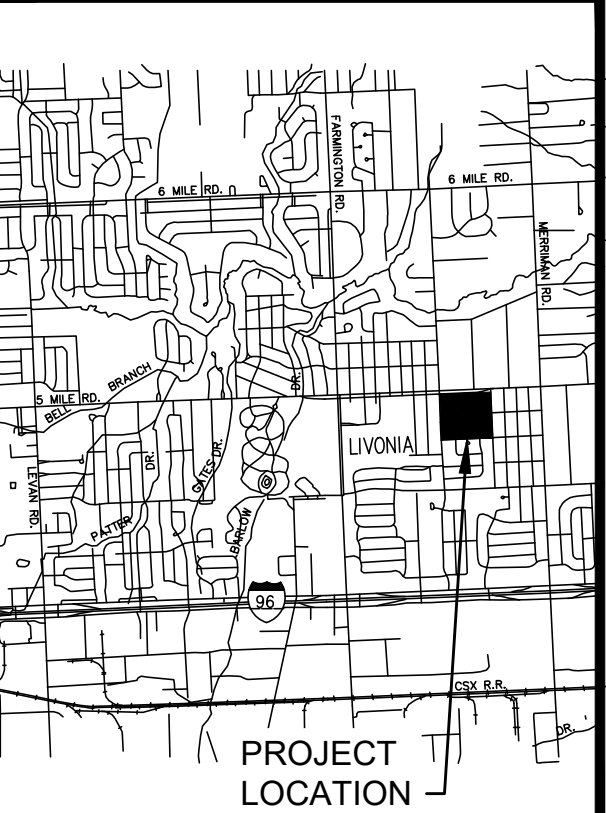
PROJECT TITLE	
CITY OF LIVONIA	
FITNESS CENTER RENOVATION AND RECREATION IMPROVEMENTS	
SHEET TITLE	
EXTERIOR ELEVATIONS	
HRC JOB NO. 20211141	SCALE REF. DRAWING
DATE: 05-03-2024	SHEET NO.: A-202



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Engineers & Architects
 28105 Greenfield Road, Scituit, MA 04376
 248.595.1430 www.dclcinc.com

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CITY OF LIVONIA

**FITNESS CENTER
RENOVATION AND
RECREATION
IMPROVEMENTS**

SENIOR CENTER
EXTERIOR RENDERING

HRC JOB NO. 2021141	SCALE
DATE JANUARY 2024	SHEET NO. VIEW- 1 OF X



FITNESS AREA EXPANSION



FITNESS AREA EXPANSION



FITNESS AREA EXPANSION



FITNESS AREA EXPANSION



MAIN ENTRANCE UPDATE



MAIN ENTRANCE UPDATE



MAIN ENTRANCE UPDATE

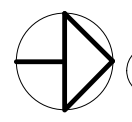


SENIOR CENTER ADDITION



SENIOR CENTER ADDITION

5/6/2024 9:25:05 AM



1 ELECTRICAL SITE PHOTOMETRIC PLAN
1" = 20'-0"

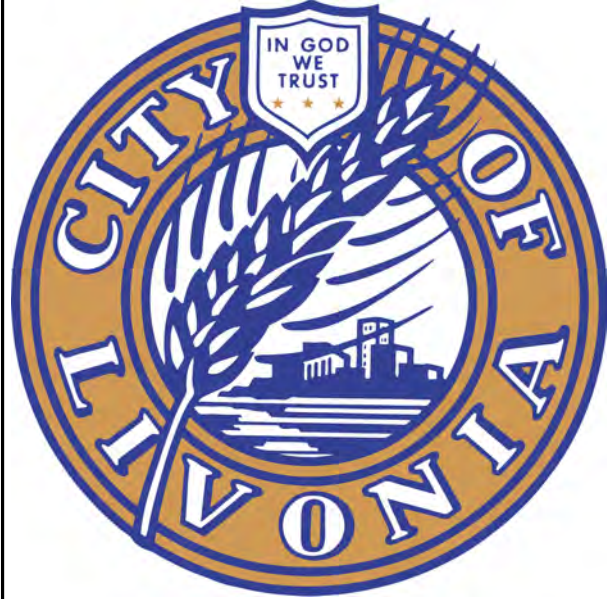
LEGEND	
	= LIGHT POLE, DUAL FIXTURES MOUNTED AT 180°, 20' A.F.G.
	= LIGHT POLE, SINGLE FIXTURE AT 90°, 20' A.F.G.
	= CANOPY RECESSED LIGHT FIXTURE, 15' A.F.G.
	= UNDERGROUND CONDUIT RUN

ISOLINE LEGEND	
	8 FOOT-CANDLE ISOLINE
	5 FOOT-CANDLE ISOLINE
	3 FOOT-CANDLE ISOLINE
	2 FOOT-CANDLE ISOLINE
	1 FOOT-CANDLE ISOLINE
	0.5 FOOT-CANDLE ISOLINE

PHOTOMETRIC CALCULATION SUMMARY						
AREA	CALCULATION TYPE	UNITS	AVERAGE	MAX	MIN	AVG/MIN
ENTRANCE CANOPY	ILLUMINANCE	FC	7.66	9.5	1.3	5.89
BUILDING ENTRANCE	ILLUMINANCE	FC	1.04	1.8	0.6	1.73
PARKING LOT	ILLUMINANCE	FC	1.00	3.4	0.3	3.33
NORTH DRIVEWAY	ILLUMINANCE	FC	0.76	1.8	0.2	3.80
SOUTH DRIVEWAY	ILLUMINANCE	FC	0.70	1.6	0.2	3.50

BASIS OF DESIGN

THIS PHOTOMETRIC PLAN WAS DESIGNED USING AGI32 VERSION 19.15.2. SPECIFIED LIGHTING LEVELS HAVE BEEN DETERMINED FROM IES RECOMMENDATIONS AND CITY OF LIVONIA'S ZONING ORDINANCE. PER THE ORDINANCE, PARKING LOTS SHALL MAINTAIN A MAXIMUM AVERAGE ILLUMINATION OF 1.0 FOOT-CANDLES. BUILDING ENTRANCES SHALL MAINTAIN A MAXIMUM OF 5.0 FOOT-CANDLES AVERAGE ILLUMINANCE. UNDER CANOPY ILLUMINATION LEVELS ARE ALLOWED TO HAVE A MAXIMUM OF 20.0 FOOT-CANDLES. NO FIXTURES ARE PERMITTED TO BE MOUNTED ABOVE 20 FEET FROM FINISHED GRADE. THIS PHOTOMETRIC PLAN IS BASED UPON THE SPECIFIED LIGHT FIXTURES ON DRAWING E-120. NO SUBSTITUTIONS OF THE FIXTURES OR LAMPS SHALL BE MADE WITHOUT APPROVAL FROM THE ENGINEER.



LOGO

**HUBBELL, ROTH & CLARK, INC.**
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE
BLOOMFIELD HILLS, MICH.
P.O. BOX 824
48303 - 0824

PHONE: (248) 454-8300
FAX (1st Floor): (248) 454-8312
FAX (2nd Floor): (248) 454-8359
WEB SITE: www.hrcengr.com



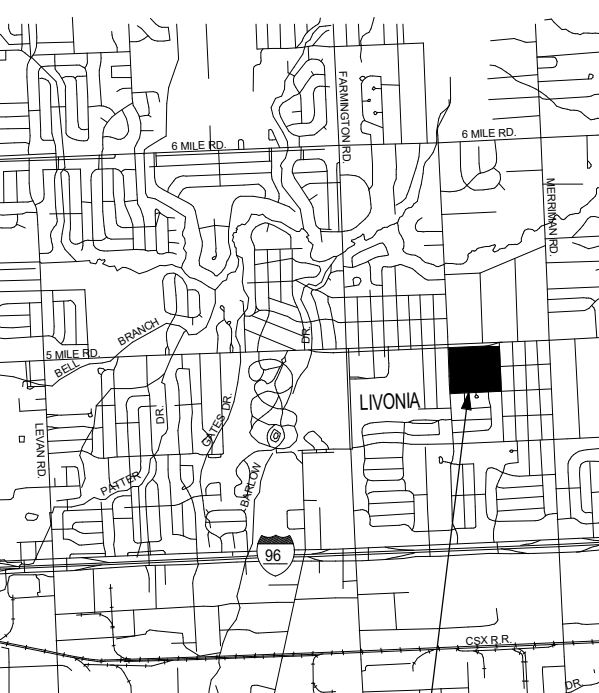
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Engineering & Architecture
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248.545.1435 www.dsconline.com

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SEAL

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DATE		ISSUED FOR
DESIGNED	M.J.R.	
DRAWN	E.S.M.	
CHECKED	M.J.R.	
APPROVED	R.N.A.	



PROJECT LOCATION

KEY PLAN

PROJECT TITLE

CITY OF LIVONIA
**SENIOR CENTER ADDITION
AND RECREATION CENTER
IMPROVEMENTS**

SHEET TITLE

**ELECTRICAL SITE
PHOTOMETRIC PLAN**

HRC JOB NO.
20211141

DATE:

SCALE
1" = 20'-0"

SHEET
NO. ES-103

V:\2021\110211141\Rev\20211141-E-R22.rvt

gotham | E V O[®]
Multiple Layers of Light

Luminaire Type:
Catalog Number:

General Illumination Round Downlight

6"

Features Set

- Branded Tuya™ optical design
- Universal optics mechanically attach the light engine to the beam reflector for complete optical alignment
- 45° cutoff to source and source image
- Fully serviceable and replaceable lensed LED light engine
- 70% lumen maintenance at 60,000 hours
- 2.5 Macdon Ellipse; 85 CRI typical, 90 CRI optional
- Fixtures are wet location, cooling required
- Available with 120% dimming, 1% dimming, or dim to dark
- Bathing distribution with hardened edges provides even illumination on horizontal and vertical surfaces
- ENERGY STAR® certified product*
- UGP of zero for fixtures aimed at side with a cut-off angle of or less than 60deg per CIE 1:1-1995 Discomfort Glare in Interior Lighting, UGR19:02

Distinction

	Very Narrow (VNS) 0.5-0.8°	Narrow (NS) 0.7-3.0°	Medium (MT) 2.0-3.0°	Medium Wide (MW) 3.0-5.0°	Wide (WS) 1.2-3.0°
--	-------------------------------	-------------------------	-------------------------	------------------------------	-----------------------

Superior Performance

Horizontal Lumens	2500	5000	7500	10000	15000	20000	25000	30000	35000	40000	45000	50000	60000	80000	10,0000	12,0000	15,0000	17,0000
Delivered Lumens	297	519	776	994	1471	2096	2637	3077	3547	4027	4532	5056	6371	8247	10957	12392	15376	17881
Wallpapered Surface	3.4	6.2	8.2	9.6	14.7	19.7	24.7	29.5	33.8	38.9	47.3	48.7	57.6	74.9	97.1	115.0	150.9	175.3
Lumens per watt	8.0	8.7	9.4	10.5	10.9	10.8	10.7	10.6	10.4	10.4	10.3	9.8	10.1	10.6	10.1	10.3	10.7	10.4
*Based on 3500K at 60/20mm beam																		

Coordinated Apertures | Multiple Layers of Light

General Illumination Layer | EVO

Core Beams Layer | Incito

EVO + Incito — Multiple Layers of Light

Core

Downlight

Adjustable

Open Reflector

Lensed Reflector

Cylinder

Pebble

Bowl

Hyperbolic

Healthcare

MR

Surgical Suite

Patient Room

Special Applications

Dynamic

Fast Service

Vandal/Resistor

Clean Room

Shower

Steam Room

EVO5-OPEN
© 2024 1 of 8

GOTHAM ARCHITECTURAL DOWNLIGHTING | 1400 Route River Crossing, GA 30138 | P 800-756-1737B | gothamlighting.com
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BRANDS

3520004-AM-INT-000001

[illegible]

SITE LIGHTING FIXTURE SCHEDULE				
TYPE	LAMP	OPERATING VOLTAGE	DESCRIPTION	MFR. CAT. NO.
"0A"	60 WATT (EA LUMINAIRE) 1400mA LED 4000K	480V. 1-PH.	TWO LUMINAIRES MOUNTED BACK-TO-BACK AT 180". LOW PROFILE LUMINAIRE, TYPE A DISTRIBUTION. WELDABLE-GRADE, COLD-ROLLED, COMMERCIAL QUALITY STEEL HOUSING WITH INTEGRAL, HEAT SINK, SURGE PROTECTION, DOUBLE FUSED, HOUSE-SIDE SHIELD. HOUSING SHALL BE DARK BRONZE COLOR POWDER COAT FINISH, 20"-0". ROUND 7-GAUGE STEEL POLE TO MEET MIN. 100MPH WIND SPEED.	LUMENCON: LOS-SAL-60-DB- T4-2-40-MASS UARP-BL, OR EQUAL POLE: LUMECON H-RSS 20 D 5-4-D218-DM
"0B"	60 WATT 1400mA LED 4000K	480V. 1-PH.	SAME AS TYPE "0A" EXPECT SINGLE POLE MOUNTED LUMINAIRE.	LUMENCON: LOS-SAL-60-DB- T4-2-40-MASS UARP-BL, OR EQUAL POLE: LUMECON H-RSS 20 D 5-4-D190-DM
"0C"	15 WATT 1500 LUMENS LED 4000K	277V. 1-PH.	RECESSED ROUND LED DOWNLIGHT WITH 16-GAUGE GALVANIZED STEEL HOUSING, REGRESSED LENSED WHITE PAINTED TRIM, CLEAR REFLECTOR/FLANGE COLOR, MATTE-DIFFUSE FINISH, WET LOCATION RATING, AND FIVE-YEAR LIMITED WARRANTY.	GOTHAM: EV06 40/15 AR MWD LD MWD 277

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
CITY ENGINEER

DAVID W. LEAR, P.E.
ASST. CITY ENGINEER



MAUREEN MILLER BROSNAN
MAYOR

DONALD R ROHRAFF
DIRECTOR OF PUBLIC WORKS

12973 FARMINGTON ROAD
LIVONIA, MICHIGAN 48150
(734) 466-2571
FAX: (734) 466-2195

May 16, 2024

Mr. Jacob Uhazie
Assistant Planning Director
City of Livonia

Re: Petition 2024-04-08-01 – #15100 Hubbard Road

Dear Mr. Uhazie:

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

1. The subject parcel is assigned the address of **#15100 Hubbard Road**. Should additional addresses be needed, the Owner will need to contact this Department once permitting has been completed.
2. The existing parcel is currently serviced by public sanitary sewer, storm sewer and water main. The submitted drawings indicate proposed additions to the existing systems as well as on-site detention. Based on the submitted drawings, we do not believe there will be any negative impacts to the existing systems, but a full Engineering review will be completed during the permitting process.
3. The drawings indicate proposed storm water detention, but do not include detailed information. The development will be required to provide detention per the latest version of the Wayne County Stormwater Ordinance, and will be required to submit drawings to Wayne County for permitting since they are intending to connect to a Wayne County owned storm system.
4. In addition to the storm water permit, any disturbances with the Five Mile Road right-of-way will require permits through the Wayne County Department of Public Service, including drive approach and sidewalk removals and placements. All other permits will be through the City of Livonia.

To: Mr. Jacob Uhazie
Re: Petition 2024-04-08-01 – 15100 Hubbard Road

May 16, 2024
Page 2

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

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Lear', is written over a horizontal line.

David W. Lear, P.E.
Assistant City Engineer

cc: 2024 Petition File

DEPARTMENT OF PUBLIC SAFETY
LIVONIA FIRE & RESCUE

ROBERT JENNISON
FIRE CHIEF



MAUREEN MILLER BROSNAN
MAYOR

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

DATE: 5/21/2024

TO: Scott O. Miller, Planner IV

FROM: Livonia Fire Prevention Division

SUBJECT: **Petition 2024-04-08-01, 15100 Hubbard (Sr. Wellness Center)**

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

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

1. Provide an automatic sprinkler system, and on-site hydrants shall be located between 50 feet and 100 feet from the unobstructed Fire Department Connection.
2. Please adhere to code in the official submitted plan set of access parameters for emergency vehicles including but not limited to: roadway dimensions, unobstructed access (including parking lots), FIRE LANE signage, dead-end roadways. T or Y turnaround arrangements shall be permitted. **Access must be maintained throughout the construction process also.**
3. Submit plans and permits for sprinkler monitoring and fire alarms.
4. Doors powered by magnetic locks or access by fobs/key cards shall have power dropped to them with the activation of a fire alarm.

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

Sincerely,

Brian Kukla

Brian Kukla
Fire Marshal

**DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE**

THOMAS GORALSKI
CHIEF OF POLICE



MAUREEN MILLER BROSNAN
MAYOR

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

May 20th 2024

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

Re: Petition 2024-04-08-01 – 15100 Hubbard Street

Mr. Miller,

I have reviewed the plans in connection with the petition. I have no objections to the proposals.

Please feel free to contact me, should you have any questions.

Sincerely,

FOR THE CHIEF OF POLICE,

Paul Walters, Sergeant
Traffic Bureau
(734) 466-2107

DEPARTMENT OF FINANCE

Debra Peck Lichtenberg, CPA
DIRECTOR OF FINANCE

Connie Kumpula
CHIEF ACCOUNTANT



MAUREEN MILLER BROSAN
MAYOR

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

May 15, 2024

Mr. Jacob Uhazie
Planning Commission
33000 Civic Center Drive
Livonia, MI 48154

Petition 2024-04-08-01 - 15100 Hubbard Street

Dear Mr. Uhazie,

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

Please contact me if you have any further questions.

Very truly yours,

Connie Kumpula
Chief Accountant

CK: jw

OFFICE OF THE TREASURER

SUSAN M. NASH
CITY TREASURER



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

MEMO: May 29, 2024

RE:15100 Hubbard, Livonia, MI 48154

As of today, all tax and water bills are current

Thank you

Susan M Nash

From: [Fisher, Carter](#)
To: [Kasprowicz, Sara](#)
Subject: Livonia Save Our Youth lease question from 6/17 study
Date: Tuesday, June 18, 2024 5:03:00 PM

Good afternoon Sara,

During last night's study meeting Vice President Ptashnik had a question about item 8, the lease to the Livonia Save Our Youth Task Force, related to why the Council Letter said the current lease term is for \$493.15/month with a 3 percent escalator and the new rate would be \$453.77/month. I'm not sure where the \$493.15 figure came from, it appears to be a clerical error; in reviewing our communications with Finance, the current rate is \$440.55/month, once you add the 3% escalator for this year the new rate will be the \$453.77 that's reflected in the letter and in the contract itself.

Thanks,

Carter

Carter Fisher
City Attorney
City of Livonia | Law Department
(734) 466-2518
cfisher@livonia.gov

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JUNE 17, 2024**

Meeting was called to order at 8:06 p.m. by Council President McCullough. Present: Vice President Martha Ptashnik, Rob Donovic, Carrie Budzinski, Scott Morgan, Jim Jolly, and President McCullough. Absent: Laura Toy

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, Planning and Economic Development Director; and Todd Zilincik, City Engineer.

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

8. REQUEST TO RENEW LEASE AGREEMENT BETWEEN THE CITY OF LIVONIA AND THE LIVONIA SAVE OUR YOUTH TASK FORCE: Department of Law, re: for a period of three (3) years beginning August 1, 2024, and expiring of July 31, 2027 (CR 188-21)

Karen Bonanno, Livonia Save our Youth, presented the request to Council.

Vice President Ptashnik asked about the discrepancy in the rates mentioned. She asked that Law provide details at the next Regular Meeting.

Vice President Ptashnik offered an approving motion for the Regular Agenda.

DIRECTION

APPROVING

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

8.

Law
May 30, 2024

MEETING DATE

S061724/070124

PRESENTED BY

Carter Fisher, City Attorney

AGENDA ITEM

REQUEST TO RENEW LEASE AGREEMENT BETWEEN THE CITY OF LIVONIA AND THE LIVONIA SAVE OUR YOUTH TASK FORCE: Department of Law, re: for a period of three (3) years beginning August 1, 2024, and expiring of July 31, 2027 (CR 188-21)

BACKGROUND DETAILS

You may recall that in 2021 the City renewed its three (3) year lease with the Livonia Save Our Youth Task Force for space in City Hall. That lease is due to expire on July 31, 2024. The Task Force would like to renew the lease on essentially the same terms. A draft lease is attached.

Under the 2021 renewal lease the monthly rental was \$493.15, with a 3% annual escalator. Following that pattern, the new rental rate should be \$453.77 with the same escalator.

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

RESOLVED, that having considered the report and recommendation of the Department of Law, dated May 30, 2024, which bears the signatures of the Director of Finance and the City Attorney, and is approved for submission by the Mayor, to which is attached a proposed Lease Agreement for renewal of the lease between the City of Livonia and the Livonia Save Our Youth Task Force for 360 square feet of space in the City Hall Annex's east wing for property located at 33000 Civic Center Drive, Livonia, Michigan 48154, THE COUNCIL DOES HEREBY APPROVE A RENEWAL OF THE LEASE AGREEMENT BETWEEN THE CITY OF LIVONIA AND THE LIVONIA SAVE OUR YOUTH TASK FORCE, 33000 CIVIC CENTER DRIVE, LIVONIA, MICHIGAN 48154 FOR A PERIOD OF THREE (3) YEARS, BEGINNING AUGUST 1, 2024 THROUGH JULY 31, 2027, UNDER THE SAME TERMS AND CONDITIONS AS SET FORTH IN THE 2018 LEASE AGREEMENT, AT AN INITIAL MONTHLY RATE OF \$453.77, WITH A 3% ANNUAL ESCALATOR; and the Mayor and City Clerk are hereby authorized to execute the attached Lease Agreement, for and on behalf of the City of Livonia, and to do all other things necessary or incidental to the full performance of this resolution.

ATTACHMENTS

1. S061724 LTC SaveOurYouth lease renewal
2. Save Our Youth Task Force - 2024 Lease clean

APPROVED BY

A handwritten signature in blue ink, appearing to read "Carter Fisher", written over a horizontal line.

Carter Fisher, City Attorney

Date: May 30, 2024

A handwritten signature in black ink, appearing to read "Maureen Miller Brosnan", written over a horizontal line.

Maureen Miller Brosnan, Mayor

Date: May 31, 2024

LEASE AGREEMENT
BETWEEN THE CITY OF LIVONIA
AND
LIVONIA SAVE OUR YOUTH TASK FORCE
33000 Civic Center Drive

LEASE AGREEMENT
33000 Civic Center Drive

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LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 2024, by and between the CITY OF LIVONIA, a Michigan municipal corporation, whose address is 33000 Civic Center Drive, Livonia, Michigan 48154, the Lessor, hereinafter designated as the "LANDLORD," and LIVONIA SAVE OUR YOUTH TASK FORCE, a Michigan nonprofit corporation, 8623 N. Wayne Road, Suite 102, Westland, Michigan 48185, the Lessee, hereinafter designated as the "TENANT."

WITNESSETH:

WHEREAS, the City of Livonia has heretofore been incorporated pursuant to Act 279 of the Public Acts of Michigan of 1909, as amended; and

WHEREAS, the property commonly known as Livonia City Hall, 33000 Civic Center Drive, and all improvements and appurtenances located thereon are owned by the City of Livonia; and

WHEREAS, the City of Livonia, as Lessor, desires that Livonia Save Our Youth Task force, as Lessee, operate a certain portion of the City Hall premises identified more specifically on Exhibit A attached hereto, including all improvements and appurtenances located thereon, as a base for its efforts to educate and empower the community in addressing the issues that affect the health and safety of Livonia's young people, with a focus on alcohol and other drugs;

WHEREAS, in pursuance thereof, the parties hereto have agreed that Lessor shall lease the referenced portion of the Premises to Lessee in return for rent payments and other consideration set forth herein.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the respective parties do hereby enter into a Lease Agreement upon the following terms and conditions, to wit:

I. NATURE AND OPERATION OF THE LEASE.

1.1 General Description of the Lease.

Tenant shall have the right and privilege of occupying and operating the portion of City Hall located at 33000 Civic Center Drive, identified more specifically on Exhibit A attached hereto (hereafter "Property"). Tenant shall not have access to the rooms adjacent to the Property or elsewhere on the premises of City Hall, except that Tenant may use the nearest public restrooms and may, at the discretion of Landlord's Administration, use meeting room space elsewhere in City Hall. Landlord shall provide Tenant with three (3) keys to the Property, and Tenant shall not duplicate any of said keys.

1.2 Term.

The term hereof shall be for a period of three (3) years, which term shall commence on August 1, 2024 and end on July 31, 2027.

1.3 Request to Extend or Renew Lease.

If the Tenant is current in all its obligations to the Landlord and has otherwise performed as required hereunder, it may seek to extend or renew this Lease Agreement by sending written notice to Landlord no later than ninety (90) days in advance of the expiration of this Lease Agreement of its desire to extend. Landlord may refuse to extend or renew the Lease for any reason. If Tenant requests an extension of this Lease Agreement and Landlord concurs, the Landlord will advise Tenant of the annual

Rental rate applicable during the term of such extension. Any renewal or extension of this Agreement shall be subject to all the terms, conditions and obligations specified herein as well as any terms which may hereafter be specified as applicable to the extended or renewed term.

II. OBLIGATIONS OF TENANT.

2.1 Service of Public Purpose; Nondiscrimination.

Tenant agrees that it is the intent of the parties hereto that the Property shall be maintained and operated for the purposes traditionally associated with Tenants' mission. Tenant agrees and covenants to perform its obligations under this Lease and any and all other activities and contracts made in connection therewith with all due regard to the aforesaid intent and agrees to act in utmost good faith with the Landlord in the performance of all activities connected with the Property.

Tenant shall not discriminate or permit discrimination on the basis of race, sex, religion, national origin or for reasons of being handicapped against any person or group of persons whether they be constituents, employees, suppliers, vendors, or contractors of Tenant.

2.2 Supervisor.

Tenant shall at all times provide an active, qualified, and competent supervisor who shall be authorized to represent and act for Tenant in matters pertaining to the day to day operation of the Property.

2.3 Employees of Tenant.

The Tenant shall provide a full staff sufficient to operate the Property and services offered therein in an efficient and safe manner.

2.4 Inspection and Access.

In addition to Landlord's other rights regarding the Property, Tenant shall allow the Landlord's representatives, access to the premises to be occupied by Tenant under the terms of this Lease at all reasonable hours for the purpose of (i) examining and inspecting said premises for purposes necessary, incidental to or connected with the performance of Tenant's obligations hereunder, or in the exercise of Landlord's governmental functions, and/or (ii) entering other rooms of the City Hall Annex which are only or principally accessible through the Property.

2.5 Parking.

It is understood that generally Tenant will occupy the Property as hereinbefore designated; provided, however, that Tenant, its employees, and constituents shall be entitled with others to the use of the adjoining parking lots. Should a question or dispute arise concerning the use of these parking lots, the parties shall utilize their best efforts to resolve such dispute in a manner appropriate to implementing the intent and purpose of this Lease Agreement while minimizing the inconvenience to others entitled to use of such parking lots.

III. DUTIES AND RESPONSIBILITIES OF THE PARTIES.

3.1 Present Condition of Premises.

Tenant agrees that it is familiar with the demised premises and that its execution of this Lease Agreement shall constitute conclusive evidence that the Property was in satisfactory condition at the time Tenant took possession hereunder, except as otherwise specified herein. Tenant agrees that no promise to alter, remodel, improve, repair, decorate or clean the premises or any part thereof, and no representation

respecting the condition of the premises or the Property, has been made by Landlord, except as otherwise specified herein.

3.2 Interior Decoration.

Tenant agrees that it will adopt and use decorating schemes and motifs in harmony with the design and architectural treatment of the Property and will submit any proposed decoration plans to the Mayor for written approval prior to installation or decoration which approval shall not be unreasonably withheld. Any and all interior decorating of those portions of the premises described as being under the exclusive custody and control of Tenant, shall be undertaken and accomplished at Tenant's sole cost and expense.

3.3 Interior Repairs and Maintenance.

As the Property is a portion of the City Hall, Landlord will maintain the premises in a habitable condition, including weekly garbage removal, but it shall be Tenant's responsibility to maintain the Property's interior in good order, condition, and repair.

If Tenant does not make repairs promptly and adequately, Landlord may, at its option, make such interior repairs and Tenant shall pay within thirty (30) days the reasonable cost thereof, including overtime and other expenses. Landlord, at any time, either voluntarily or pursuant to governmental requirement, may, at Landlord's own expense, make repairs, reasonably required alterations or improvements in or to the building or any part thereof including the Property, and, during business hours, may do all things necessary in connection therewith, taking every reasonable precaution to avoid, prevent and minimize the occurrence of property damage or loss of business and

profits to Tenant during all times that said activity shall continue. Landlord shall under no circumstances be liable for any such loss of business or profits to tenant.

3.4 Exterior Repairs and Maintenance.

The Landlord shall be responsible for outside repairs and maintenance, including the foundation, fencing, lawn areas, exterior walls, roof, landscaping, and parking lot.

3.5 Signs, Advertising, and Mechanical Devices.

No signs, posters, advertising devices, amusement devices, or mechanical devices may be erected or installed by the Tenant without the prior written approval of the Landlord.

3.6 Maintenance of Equipment.

Any equipment installed by Tenant shall be made at Tenant's sole cost and expense and shall be installed in compliance with all applicable building codes and health rules and regulations. All such other equipment installed by Tenant shall be of high quality, safe, modern in design and shall harmonize with the equipment furnished by the Landlord to the extent possible. Tenant shall supply the Landlord's Director of Public Works with a list of all equipment installed by it in the Property which list shall describe such equipment with particularity.

All equipment, of any kind whatsoever, which may be installed by Tenant as a replacement for equipment initially furnished by the Landlord shall, after its installation, be and remain the property of the Landlord. All other property and trade fixtures shall be and remain the property of Tenant with the exception of those fixtures which are installed in the premises in a manner which makes them not readily removable without substantially damaging the premises.

3.7 Damages to Premises.

Tenant shall be responsible for damage to the Property, including the breakage of glass, caused by the negligent acts of its agents, employees, patrons, or other persons under its direction and control.

If the premises occupied by Tenant are partially damaged by fire, explosion, the elements, the public enemy, or other casualty, not caused by negligent acts of Tenant or its agents, employees, patrons, or other persons under its direction and control, but are not rendered untenable, the same may be repaired by the Landlord at its discretion and at its sole cost and expense.

If the damage shall be so extensive as to render such premises wholly untenable, the Lease Agreement shall be deemed terminated by operation of law, and Landlord shall be under no obligation to repair and reconstruct the premises.

The Landlord and the Tenant mutually agree that each shall forfeit any right of action that either may later acquire against the other for loss or damage to the property of the other or to property in which either party may have an interest, where such loss is caused by fire or any of the hazards hereinbefore enumerated and which arises out of or is connected with the use of the premises as provided in this Agreement.

3.8 Insurance Coverage.

The Tenant at its sole cost and expense shall provide insurance as follows:

- a) General Liability. The Tenant shall provide adequate insurance during the term of this Agreement which meets with the approval of the Landlord, covering liability to the public for loss resulting from injury to persons or damage to property arising out of or caused by its operations, acts or

omissions, or those of its agents or employees. Such insurance coverage shall be in such amounts as shall be adequate to protect the public, the Tenant, the Landlord and its officers, agents and employees, and all parties in interest, and shall be not less than One Million Dollars (\$1,000,000.00) in respect to death or injury to any one person, and One Million Dollars (\$1,000,000.00) in respect to any one occurrence in the case of public liability, and shall not be less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence of property damage.

- b) Worker's Compensation Coverage Insurance. The Tenant shall carry Worker's Compensation Coverage as required by the laws of the State of Michigan.
- c) Certified Copies. The Tenant shall file with the Landlord at the time this Agreement is returned to it for execution, a certified copy of the required insurance policies with adequate endorsements. A guarantee of at least twenty (20) days' notice to the Landlord prior to the cancellation of and/or change in any insurance policy shall be endorsed and noted on each such policy.

3.9 Indemnity.

Tenant does hereby covenant and agree to indemnify and save harmless the Landlord from all fines, suits, claims, demands and actions of any kind and nature whatsoever, by reason of any and all negligence on its part in conducting operations hereunder, and does hereby agree to assume all risks in the operation of its business hereunder and it shall be solely responsible and answerable in damages for any and all

accidents or injuries to persons or property caused by the negligence of Tenant, its employees, and agents.

3.10 Redelivery.

Tenant will make no unlawful or offensive use of said premises and will at the expiration of the term hereof or upon any earlier termination thereof, as hereinafter provided, quit and deliver said premises to the Landlord and those having their estate in the premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof and fire and unavoidable cause excepted, as the same now are or may hereafter be placed by Tenant or the Landlord.

3.11 Additional Equipment and Furnishings.

Equipment and furnishings installed by the Tenant in the Property must first be approved by the Landlord or its authorized representative and at no time shall the Tenant remove or replace the equipment or furnishings without notification to and prior approval by the Landlord or its authorized representative.

Tenant covenants and agrees that it will not sell, convey, mortgage, pledge or otherwise dispose of any of the equipment or furnishings installed on the premises which are the property of the Landlord without the consent, in writing, of the Landlord which approval shall not be unreasonably withheld.

Upon termination of this Agreement, whether by expiration, mutual agreement or by default of one of the parties, the additional equipment installed and owned by the Tenant shall be disposed of as follows:

- a) The Landlord may require the Tenant to remove such equipment and furnishings from the building; or

- b) The Landlord and the Tenant may establish a value by mutual agreement and the Landlord may purchase any or all of such equipment at the price mutually agreed upon; or
- c) If no agreement can be reached, and the Landlord still desires to retain the equipment, then the parties shall establish a value by appointing three qualified appraisers. One such appraiser shall be so appointed by the Landlord, one by the Tenant, and the third by the two so appointed. The value so determined by appraisal shall be binding upon the parties. The cost of appraisal shall be borne equally by the Landlord and the Tenant.

IV. PAYMENT TERMS.

4.1 Costs Borne by Tenant.

Tenant shall bear, at its own expense, all costs of operating its business, including all taxes and assessments that may be levied against the leased premises including, but not limited to, equipment and personal property owned by the Landlord.

Tenant shall pay for and obtain all permits and licenses required by authority of law in connection with the operation of its business.

4.2 Cost of Utilities.

Tenant shall pay for all costs associated with installation and use of wireless Internet access. Tenant may install private telephone service, provided it does not interfere with Landlord's telephone service, at Tenant's expense.

4.3 Rental Payments by Tenant.

Tenant, in consideration of this Agreement, hereby covenants and agrees to pay to the Landlord the sum of four hundred fifty-three and 77/100 dollars (\$453.77) per month, to be paid on or before the first day of each month, from August 1, 2024 until July 3, 2025. Said rental rate shall increase by three percent per annum effective August 1, 2025 until July 31, 2026, and the rate thus increased shall be increased by three percent per annum effective August 1, 2026 until July 31, 2027.

4.4 Right of Review.

Landlord shall have the right to review with Tenant advertising and hours of operation.

V. ADDITIONAL TERMS OF AGREEMENT.

5.1 Section Headings.

The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

5.2 Invalid Provisions.

In the event that any provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the remainder of this Agreement.

5.3 Assignment and Subletting.

Tenant shall not assign, transfer, sublease, pledge, hypothecate, surrender, or otherwise encumber or dispose of any interest arising under this Agreement or any estate created by this Agreement, or any interest in any portion of the same, or permit any other person or persons, company, or corporation to occupy these premises, without

the prior written consent of the Landlord which consent shall not be unreasonably withheld.

All the covenants, stipulations and agreements in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

5.4 Default.

It is mutually agreed that if Tenant shall neglect or fail to promptly pay any amounts due and owing as specified in this Agreement, and if such failure continues for a period in excess of thirty (30) days from due date, then this Agreement shall, at the option of the Landlord, be subject to cancellation and become void and of no further force or effect and the rights of Tenant shall forthwith be terminated hereunder.

It is further agreed that should Tenant be adjudicated a bankrupt, according to law, or become insolvent, this Agreement shall become void and of no further force or effect.

5.5 Non-waiver.

Any waiver of any breach of covenant herein contained to be kept and performed by Tenant shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Landlord from declaring a forfeiture for any succeeding breach of any condition or covenant.

5.6 Notices.

Whenever under this Lease provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at its last known post office address, or at the leased premises,

and deposited in the mail with postage prepaid, and if such notice to the Landlord is in writing addressed to the last known post office address of the Landlord and deposited in the mail with postage prepaid. Notice need be sent to only one Tenant or Landlord where the Tenant or Landlord is more than one person.

5.7 Termination by Landlord.

The Landlord shall have the right, upon thirty (30) days' written notice to the Tenant, to terminate this Agreement. In the event of the occurrence of any one of the events of subsections a), b), c), and d) hereof, Landlord may terminate this Agreement upon giving a notice of seven (7) days:

- a) Nonpayment of any rents or fees required hereunder.
- b) Institution of voluntary or involuntary bankruptcy by or against the Tenant.
- c) Assignment by Tenant for benefit of creditors.
- d) Abandonment by Tenant and discontinuance of operations hereunder.

5.8 Termination by Tenant.

The Tenant shall have the right, upon thirty (30) days' notice to the Landlord, to terminate this Agreement.

5.9 Compliance with Laws.

Tenant hereby agrees to keep the premises in accordance with all police, sanitary and other regulations imposed by any governmental authority and to comply with all lawful orders, regulations and ordinances of any governmental authority affecting the premises and the cleanliness, safety, occupation, and use of the same.

5.10 Underwriter Requirements.

Tenant hereby agrees to observe all reasonable regulations and requirements of underwriters concerning the use and condition of the leased premises tending to reduce fire hazards and insurance rates and further agrees not to permit nor allow any rubbish, waste material or products to accumulate on the leased premises.

5.11 Hold Over Tenancy.

Tenant hereby agrees that it will not hold over after the expiration of the lease term set forth in paragraph 1.2 hereof and confesses judgment in favor of Landlord and against Tenant for eviction and money damages in the event that: a) Tenant has not vacated the property on or before July 31, 2027, and b) Landlord has not given its written consent to Tenant to occupy the property after such date.

5.12 Reentry Expenses.

In the event that the Landlord shall, during the period covered by this Lease, obtain possession of the leased premises by reentry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of the leased premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages including attorney fees.

5.13 Unrestricted Use Upon Termination.

Tenant hereby agrees that upon termination of this Lease at any time or for any cause, the Landlord shall have the unrestricted use of the subject property for any purpose and without any limitation whatsoever.

5.14 Cumulative Remedies.

It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of said rights, remedies, and benefits or of any other rights, remedies and benefits allowed by law.

5.15 Nonpartnership.

Nothing herein contained shall create or be construed as creating a legal partnership between the Landlord and the Tenant or to constitute Tenant as an agent of the Landlord.

5.16 Succession.

The covenants and conditions herein contained shall bind the heirs, representatives and assigns of the Landlord and the Tenant and if more than one join in the execution hereof as Landlord or Tenant, the liability will be joint and several, or if they or either of them be of feminine sex, or a corporation, such words and the pronouns and other relative words shall be read as if written in the plural, feminine and neuter, respectively.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

In the Presence of:

LANDLORD:

CITY OF LIVONIA, a Michigan
municipal corporation

by _____
Maureen Miller Brosnan, Mayor

and _____
Lori Miller, City Clerk

STATE OF MICHIGAN)
)§
COUNTY OF WAYNE)

On this_____day of_____, 2024, before me, a Notary Public in and for said County, personally appeared Maureen Miller Brosnan and Lori Miller, to me personally known, who being by me duly sworn did say that they are the Mayor and the City Clerk, respectively, of the City of Livonia, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed in behalf of said municipal corporation by authority of a resolution of its City Council, and said officers acknowledged said instrument to be the free act and deed of said municipal corporation.

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

TENANT:
LIVONIA SAVE OUR YOUTH TASK FORCE, a
Michigan nonprofit corporation

_____ by _____

_____ and _____

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this_____day of _____, 2024, by_____, and_____of Livonia Save Our Youth Task Force, a Michigan nonprofit corporation, on behalf of said corporation.

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

Pursuant to Council Resolution _____adopted

by the Livonia City Council on _____

APPROVED AS TO FORM:

Carter Fisher, City Attorney

Dated:_____

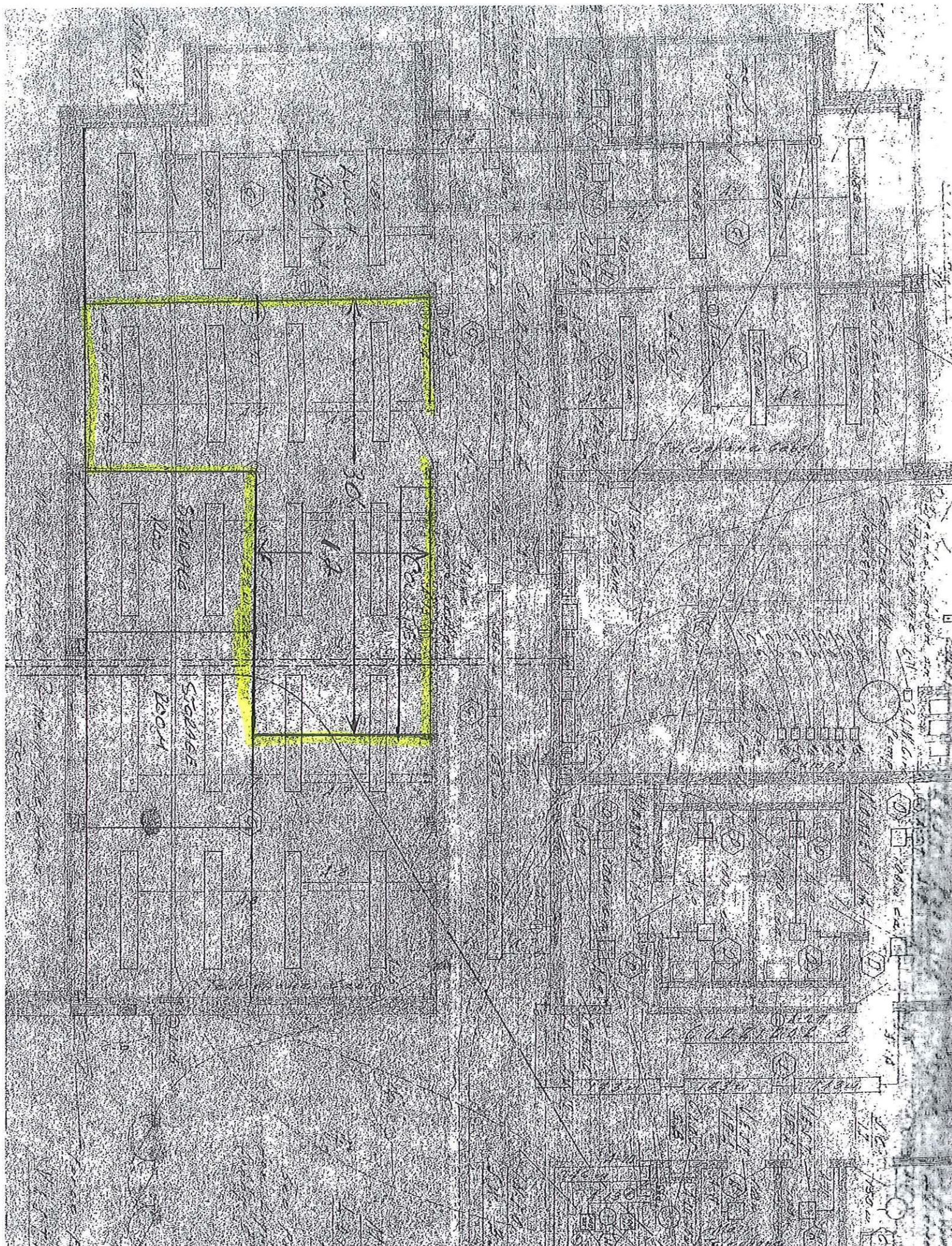
Instrument drafted by:

Michael E. Fisher, Chief Assistant City Attorney
City of Livonia
33000 Civic Center Drive, 4th Floor
Livonia, Michigan 48154

P:\Agreements\Save Our Youth Task Force - 2024 Lease.docx
MEF/cd

Exhibit A

The Property consists of a 30' x 12' area located near the east door of the City Hall Annex, adjoining the employee lunch room, as shown on the attached drawing.





LETTER TO THE LIVONIA CITY COUNCIL

11.

Clerk
June 11, 2024

MEETING DATE

R070124

PRESENTED BY

AGENDA ITEM

REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE AND BARRICADE STREET: Joanne Hollenbeck, re: to host a graduation party on Saturday July 13, 2024, from 1:30 p.m. to 10 p.m. on Woodring Street between W. Chicago and Vermont Streets.

BACKGROUND DETAILS

This GRADUATION party will have music and a BBQ truck. Requesting perhaps 4 barricades to block the street. They are expecting approximately 50 people.

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

Approve as submitted.

ATTACHMENTS

1. R070124 Block Party Joanne Hollenbeck

APPROVED BY

Doris DeMarco, Deputy Clerk

Date: June 11, 2024

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

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

PLEASE PRINT

Date of Application: 6-10-2024 Date to appear at a Council Meeting: _____

Name of Neighborhood Representative: Joanne Hollenbeck

Address (please include zip code): 32829 W Chicago Livonia, MI 48150

Telephone Number with area code: Home: 734-522-6332 Office: CELL 734-718-0215

Email: jhollenbeck514@gmail.com

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

July 13, 2024 — 1:30 – 10:00
Date of Block Party Rain Date Start/end time of Block Party and/or Barricading
and/or Barricading End time is no later than 10:00 p.m.

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

Woodring BETWEEN W. Chicago & Vermont

Type of Event: Briefly (Describe activities planned. Music, barbecue, games, etc.) Graduation Party

MUSIC - B-B-Q TRUCK -

How many barricades are you requesting (max. 10)? Enough to block STREET 47

Approximate Number Attending: 50

Date of Council Approval/Denial: _____

Council Resolution Number: _____

RECEIVED
OFFICE OF THE CITY CLERK
2024 JUN 10 AM 11:35



LETTER TO THE LIVONIA CITY COUNCIL

12.

Law
June 25, 2024

MEETING DATE

R070124

PRESENTED BY

Eric Goldstein, Assistant City Attorney

AGENDA ITEM

REQUEST TO APPROVE CONTRACT ASSIGNMENT: Department of Law, re: to reflect the new owner of the current waste contract.

BACKGROUND DETAILS

In 2015, the City contracted with Rizzo Environmental Services, Inc. to provide solid waste curbside collection and disposal services. GFL Environmental USA, Inc. became Rizzo's successor under the contract, and extended said contract through November 30, 2024, pursuant to which it is currently providing solid waste services to the City. The City has issued a Request for Proposals for a new solid waste contract to take effect on December 2, 2024. But GFL has advised that it is selling its interest in the Livonia solid waste collection/disposal contract to Priority Waste LLC. Pursuant to Code of Ordinances Section 13.36.160, this assignment from GFL to Priority Waste requires approval of the City Council.

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

RESOLVED, that having considered a communication from the Department of Law, dated June 25, 2024, which bears the signature of the City Attorney and Director of Public Works, and is approved for submission by the Mayor, to which is attached a letter from Vincent Hoyumpa, Chief of Staff of Priority Waste, LLC, a Michigan Limited Liability Company ("Priority"), of 45000 River Ridge Dr., Suite 200, Clinton Twp., Michigan 48038, dated June 24, 2024, on behalf of Priority, agrees to assume all obligations and requirements of the November 25, 2015 Contract and Contract Extension dated September 19, 2023, between GFL Environmental USA, LLC ("GFL") and the City of Livonia "Contract"; FURTHER, Priority agrees to be bound by and comply with all of the terms and conditions of said Contract and the Extension of same and Priority agrees to be deemed the "Contractor" as set forth in the contract; THE COUNCIL DOES HEREBY APPROVE THE ASSIGNMENT OF CONTRACTOR STATUS UNDER THE CONTRACT FROM GFL TO PRIORITY.

ATTACHMENTS

1. Livonia acceptance of assignment

APPROVED BY



Carter Fisher, City Attorney

Date: June 25, 2024



Don Rohraff, Director of Public Works

Date: June 25, 2024



Maureen Miller Brosnan, Mayor

Date: June 25, 2024



June 24, 2024

Priority Waste LLC agrees to assume all obligations and requirements of the November 25, 2015 Contract and Contract Extension dated September 19, 2023 between GFL Environmental USA, LLC and the City of Livonia. Further, Priority Waste LLC agrees to be bound by and comply with all of the terms and conditions of said Contract and Contract Extension and Priority Waste LLC shall be deemed to be the "Contractor" as set forth in the Contract.

Priority Waste LLC

Vincent Hoyumpa
Chief of Staff and General Counsel
Priority Waste LLC