

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION**

**Regular Meeting
December 12, 2022 - 6:30 PM
Board Room
15125 Farmington Road
Livonia, Michigan 48154**

AGENDA

- I. ROLL CALL: Madeline Acosta, Tammy Bonifield, Karen Bradford, Colleen Burton, Dan Centers, Liz Jarvis, Mark Johnson**
- II. PLEDGE OF ALLEGIANCE**
- III. COMMUNICATIONS**
 - A. Consumers Energy - Check Presentation for Energy Savings**
 - B. Stevenson High School State Champ Swimmer & Girls Swim Team 3**
 - C. District Update from the Superintendent**
 - D. Written Communications**
 - E. Response to Prior Audience Communications**
 - F. Audience Communications (limited to 15 minutes, with remainder taking place prior to HEARING FROM BOARD MEMBERS)**
- IV. CONSENT AGENDA--Items marked with an "*" will be considered in one motion. These routine items have been individually reviewed by Board committees and were unanimously recommended for placing on this consent agenda. Any member of the Board may remove items from the consent agenda prior to voting. 5**
- V. DISPOSITION OF MINUTES**
 - A. *Minutes of the Regular Meeting of November 28, 2022 6**
 - B. *Minutes of the Special Meeting of November 28, 2022 13**
 - C. *Minutes of the Closed Session of November 28, 2022**
- VI. BUSINESS MATTERS**
 - A. *Approval to Purchase Copy Paper 14**
 - B. Approval of Bid Results for Summer 2023 Roof Replacement 16**
 - C. Approval to Purchase Art Tables 25**
 - D. Approval to Purchase Maintenance Vehicle 32**
 - E. Approval to Purchase School Buses - 2021 Bond 34**
 - F. Approval of Dickinson Abatement Contingency 43**
 - G. *Approval of Resolution for Summer Tax Collection 49**
 - H. Approval of 2022-23 First Budget Amendment 51**
 - I. Approval of Resolution to Authorize the Issuance and Sale of Bonds 62**
- VII. PERSONNEL MATTERS**
 - A. Teachers for Approval 82**
 - B. Resignation 84**
 - C. Retirement 85**

VIII. HEARING FROM BOARD MEMBERS

A. First Reading of Board Policy - Instructional Program

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IDDA - Special Education Programs

IDDD - Programs for the Academically Talented

II - Systemwide Assessment Program

IIA - Testing Programs (Removal of Policy)

IIC - Use and Dissemination of Assessment Results

B. Hearing from Board Members

IX. ADJOURNMENT

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
December 12, 2022**

TOPIC: Recognition of State Champion Swimmer

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District adopt the attached resolution, recognizing Stevenson High School swimmer McKenzie Siroky for capturing the MHSAA Girls Division 1 Swimming State Championship title.

RATIONALE:

McKenzie Siroky, a senior at Stevenson High School, had an outstanding 2022-2023 swimming season, breaking her own state championship record in the 100-yard breaststroke with a 1:00.27 time; taking third place in the state championship in the 50-yard freestyle and being named All American. This is the third consecutive state championship title for McKenzie Siroky.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Stacy Jenkins

EXHIBITS:

Attached Resolution

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION
December 12, 2022**

RESOLUTION

WHEREAS, the Trustees of the Livonia Public Schools School District Board of Education are desirous of publicly recognizing the outstanding accomplishments of students who distinguish themselves during the pursuit of their public education in the school district; and

WHEREAS, McKenzie Siroky, a senior at Stevenson High School, has distinguished herself by achieving the 2022-2023 Michigan High School Athletic Association Division 1 Girls Swim & Dive State Champion title in the 100-yard Breaststroke for the third consecutive year; and

WHEREAS, McKenzie has achieved this honor with a Stevenson High School and state record-setting time of 1:00.27 seconds; and

WHEREAS, this adds to the outstanding accomplishments McKenzie has achieved during the 2022-2023 season, including setting a new school record in the 200-yard Medley Relay, 200-yard Free Relay, and the 50-yard Freestyle; a new pool record in the 50-yard Freestyle; and a new school and state record in the 100-yard Breaststroke, in addition to being designated as an All American Swimmer in the 100-yard Breaststroke and 200-yard Medley Relay and an All State Swimmer in the 50-yard Freestyle, 200-yard Medley Relay, 200 yard Free Relay and the 100-yard Breaststroke.

NOW, THEREFORE, BE IT RESOLVED, that the Trustees of the Board of Education do hereby commend and congratulate McKenzie Siroky for her outstanding accomplishments in athletics and wish her well in her future endeavors as she applies the discipline and perseverance needed to excel in sports to all areas of her life.

***Karen Bradford, Secretary
Board of Education***

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
December 12, 2022**

TOPIC: Consent Agenda

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the following consent agenda items, as recommended by the superintendent:

- V.A. Minutes of the Regular Meeting of November 28, 2022
- V.B. Minutes of the Special Meeting of November 28, 2022
- V.C. Minutes of the Closed Session of November 28, 2022
- VI.A. Approval to Purchase Copy Paper
- VI.G. Approval of Resolution for Summer Tax Collection

RATIONALE:

The agenda for the Board of Education meeting has certain items designated and identified by an asterisk *. These items, identified in advance with the concurrence of all Board members present, will be acted upon in a single motion.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Andrea L. Oquist, Superintendent

EXHIBITS:

Attached

Off/Supt/jw

**MINUTES
BOARD OF EDUCATION
Livonia Public Schools
Regular Meeting
November 28, 2022**

President Burton convened the meeting at 6:30 p.m.

Members Present Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson

Members Absent None

**2022-2023
Educators and
Support Staff of
the Year** It was moved by Mr. Johnson and supported by Mrs. Bradford that the Board of Education of the Livonia Public Schools School District adopt resolutions for the 2022-2023 Educators and Support Staff of the Year

ELIZABETH WRIGHT

WHEREAS, The Trustees of the Board of Education are desirous of recognizing and promoting excellence in education in this school district; and

WHEREAS, Elizabeth Wright, a fourth-grade teacher at Grant Elementary School, and a six-year employee of Livonia Public Schools, has distinguished herself by being named Elementary Educator of the Year for 2022-2023 by a district-wide committee; and

WHEREAS, In achieving that recognition, it is evident that she is an exceptional educator, going far beyond the expected range of her duties to meet the needs of students, colleagues, parents, and others; and

WHEREAS, Elizabeth has shown a deep dedication to educating her students through a lens of relationship-building and skillfully meeting her students' academic, social and emotional needs, while partnering with her students' families along the journey.

NOW, THEREFORE, BE IT RESOLVED, that the Trustees of the Board of Education do hereby commend and congratulate Elizabeth Wright for being named Elementary Educator of the Year for 2022-2023 and for the dedication and loyal service she has rendered to Livonia Public Schools, her students, and the community.

ANGELA ALLEN

WHEREAS, The Trustees of the Board of Education are desirous of recognizing and promoting excellence in education in this school district; and

WHEREAS, Angela Allen, a science teacher at Frost Middle School, and a 24-year employee of Livonia Public Schools, has distinguished herself by being named Secondary Educator of the Year for 2022-2023 by a district-wide committee; and

WHEREAS, In achieving that recognition, it is evident that she is an exceptional educator, going far beyond the expected range of her duties to meet the needs of students, colleagues, parents, and others; and

WHEREAS, Angela has shown a deep dedication to educating her students in the Middle School Alternative Classrooms for the Academically Talented (MACAT) program by providing a challenging academic environment that also serves as a safe space for her students to be inquisitive, creative and community-minded.

NOW, THEREFORE, BE IT RESOLVED, that the Trustees of the Board of Education do hereby commend and congratulate Angela Allen for being named Secondary Educator of the Year for 2022-2023 and for the dedication and loyal service she has rendered to Livonia Public Schools, her students, and the community.

MARILEE OLSEN

WHEREAS, The Trustees of the Board of Education are desirous of recognizing and promoting excellence in education in this school district; and

WHEREAS, Marilee Olsen, a vocal music teacher at Franklin High School, and a 23-year employee of Livonia Public Schools, has distinguished herself by being named Secondary Educator of the Year for 2022-2023 by a district-wide committee; and

WHEREAS, In achieving that recognition, it is evident that she is an exceptional educator, going far beyond the expected range of her duties to meet the needs of students, colleagues, parents, and others; and

WHEREAS, Marilee has shown a deep dedication to educating her students in the art of vocal music, while serving as a role model, a supporter, a listener and a steady trusted adult for scores of students who learn and grow as a family in her high school choirs.

NOW, THEREFORE, BE IT RESOLVED, that the Trustees of the Board of Education do hereby commend and congratulate Marilee Olsen for being named Secondary Educator of the Year for 2022-2023 and for the dedication and loyal service she has rendered to Livonia Public Schools, her students, and the community.

APRIL ADAMS

WHEREAS, The Trustees of the Board of Education are desirous of recognizing and promoting excellence in education in this school district; and

WHEREAS, April Adams, a paraprofessional at Cleveland Elementary School, and a six-year employee of Livonia Public Schools, has distinguished herself by being named Support Staff of the Year for 2022-2023 by a district-wide committee; and

WHEREAS, In achieving that recognition, it is evident that she is an exceptional employee of Livonia Public Schools, going far beyond the expected range of her duties to meet the needs of students, colleagues, parents, and others; and

WHEREAS, April has shown a deep dedication to supporting her students by working one-on-one with them to ensure they are gaining the most they can

throughout every aspect of their school day and doing so in a friendly, caring and professional manner.

NOW, THEREFORE, BE IT RESOLVED, that the Trustees of the Board of Education do hereby commend and congratulate April Adams for being named Support Staff of the Year for 2022-2023 and for the dedication and loyal service she has rendered to Livonia Public Schools, her students, and the community.

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson
Nays: None

American Education Week

It was moved by Mrs. Acosta and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District designate November 14-18, 2022, as the 101st annual observance of American Education Week.

RESOLUTION

WHEREAS, public schools are the backbone of our democracy, providing young people with the tools they need to maintain our nation’s precious values of freedom, civility and equality; and

WHEREAS, by equipping young Americans with both practical skills and broader intellectual abilities, schools give them hope for, and access to, a productive future; and

WHEREAS, public education employees work tirelessly to serve our children and communities with care and professionalism; and

WHEREAS, schools unite entire communities, bringing together adults and children, educators and volunteers, business leaders, and elected officials in a common purpose

NOW, THEREFORE, BE IT RESOLVED, that the Trustees of the Board of Education of the Livonia Public Schools School District do hereby proclaim November 14 - 18, 2022 as the 101st annual observance of

AMERICAN EDUCATION WEEK

And urge all citizens to make a commitment to public education and to the future of our children.

BE IT FURTHER RESOLVED, that the Trustees of the Livonia Public Schools Board of Education take this special occasion to thank Livonia Public Schools employees, parents and community volunteers for the work they do to educate and support the children of our School District.

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson
Nays: None

District Update from the Superintendent

Superintendent Oquist presented highlights of recent activities taking place across the District, as well as upcoming events.

Written Communications

None

Response to Prior Audience Communications

President Burton relayed (for the benefit of parents who had inquired about safety plans at an elementary school), that the school principal, director of elementary, and director of special education are all involved in this matter.

Audience Communications

Two individuals addressed the Board regarding behavior issues with an elementary student and concerns for the safety of the students.

Consent Agenda

It was moved by Mr. Johnson and supported by Mr. Centers that the Board of Education of the Livonia Public Schools School District approve the following consent agenda items, as recommended by the superintendent:

- V.A. Minutes of the Regular Meeting of October 17, 2022
- V.B. Minutes of the Special Meeting of November 7, 2022

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson
Nays: None

Approval of Garfield Greenhouse Site Work

It was moved by Mrs. Acosta and supported by Mr. Jarvis that the Board of Education of the Livonia Public Schools School District authorize the purchase of the required site work necessary for the Garfield Greenhouse to Simone Companies, Shelby Township, Michigan, in the amount of \$238,245 which includes contingency.

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson
Nays: None

Approval of Resolution for Stormwater Management

It was moved by Mrs. Jarvis and supported by Mr. Centers that the Board of Education of the Livonia Public Schools School District approve the attached resolution for the School District’s Stormwater Management Plan.

Resolution in Support of Stormwater Management Plan

WHEREAS, Livonia Public Schools owns and operates facilities within the boundaries of the “Detroit” urbanized area which discharges stormwater through a municipal separate storm sewer system (MS4) to surface waters of the State of Michigan; and

WHEREAS, The Michigan Department of Environment, Great Lakes, and Energy maintains oversight and regulatory authority for compliance with the terms and conditions of the NPDES Municipal Separate Storm Sewer System discharge permit; and

WHEREAS, Livonia Public Schools has applied for and received permit coverage to discharge stormwater from Livonia Public Schools facilities to the MS4; and

WHEREAS, Livonia Public Schools agrees to comply with the NPDES Municipal Separate Storm Sewer System discharge permit requirements, and

WHEREAS, Livonia Public Schools has developed a Stormwater Management

Program Plan (SWMP) outlining the policies, procedures, and best management practices to be employed by the district to comply with the permit requirements, and

WHEREAS, the conditions of the NPDES Municipal Separate Storm Sewer System discharge permit require Livonia Public Schools to develop policies and procedures that prohibit illicit discharges to their stormwater system and to implement appropriate enforcement procedures and actions to detect and eliminate such illicit discharges, and

WHEREAS, Livonia Public Schools agrees to prohibit the discharge of non-stormwater discharges into the storm drain system, including but not limited to pollutants or waters containing any pollutants, and

WHEREAS, Livonia Public Schools agrees to eliminate illicit discharges and illicit connections, and

WHEREAS, Livonia Public Schools agrees to prohibit the construction, use, maintenance or continued existence of illicit connections to the storm drain system. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection, and

WHEREAS, Livonia Public Schools agrees to obtain a Part 91 permit from the appropriate state, county, or local governmental soil erosion permitting agency for new development and redevelopment projects that disturb one or more acres, and

WHEREAS, Livonia Public Schools agrees to obtain a construction site permit from the local municipality or other governing unit for new development and redevelopment projects that disturb one or more acres, and

WHEREAS, Livonia Public Schools agrees to inspect, operate, and maintain structural controls for the purpose of reducing pollutant contribution, control runoff, and decrease or eliminate stream bank erosion due to stormwater runoff, and

WHEREAS, Livonia Public Schools agrees to comply with the requirements of the State of Michigan Permit (Rule 323.2190) for stormwater discharge from construction activity.

THEREFORE, be it resolved that the Livonia Public Schools Board of Education is highly committed to practicing sound environmental principals including the reduction of pollutants to surface waters through discharges of stormwater. The Board hereby approves and instructs the district Superintendent to enforce the above listed policies and procedures for illicit discharge elimination, control of stormwater runoff and long-term operation and maintenance of structural controls as part of the overall Livonia Public Schools Stormwater Management Program Plan.

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson
Nays: None

Teachers for Approval

It was moved by Mrs. Bradford and supported by Mrs. Acosta that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and offer employment for the 2022-23 school year to the following teachers:

Barczuk, Allison 1.0 Teacher of Autistic Students Garfield Community

Brown, Melissa	1.0 Behavior Intervention Specialist	Student Services
Detweiler, Morgan	.45 Shared Time Computer Tech Teacher	
Herron, Chelsea	1.0 Upper Elementary Teacher	Cooper
Hoffman, Amy	1.0 Social Studies Teacher	.4 Frost
		.6 Emerson
Kocina, David	1.0 Resource Room Teacher	Stevenson
Schreiber, Tyler	.45 Shared Time Music Teacher	
Thompson, Cari	1.0 Speech Language Therapist	Coolidge

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson
 Nays: None

Teachers for Tenure

It was moved by Mr. Centers and supported by Mr. Johnson that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and acknowledge that tenure status has been granted to the following teachers on the respective date:

Angela Drolet	8/31/22
Jennifer Harvey	11/2/22

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson
 Nays: None

Leaves of Absence

It was moved by Mrs. Bonifield and supported by Mrs. Bradford that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and approve the requests for a leave of absence as listed below:

Chelsea Inglis	11/30/22
Lisa Kaiser	11/28/22
Jessica Kandalaft	10/24/22

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson
 Nays: None

Resignations

The Board was informed of the following resignations:

Peggy Bagian	11/11/22
Kitty Hjelmroth	11/4/22
Kathryn Michalski	11/2/22
Brian Rodgers	11/18/22
Laura Williams	11/23/22

Retirement

It was moved by Mr. Johnson and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District adopt a resolution of appreciation for:

Michelle Hruska Munie, who will retire from the District on December 16, 2022, and has devoted 24.4 years of dedicated, loyal, and outstanding service to the students of Franklin High School as a teacher.

Frederick Strick, who will retire from the District on January 9, 2023, and has devoted 34.5 years of dedicated, loyal, and outstanding service to the Livonia Public

Schools as a custodian at Churchill High School, Franklin High School, Hayes Elementary, Holmes Middle School, and Stevenson High School; a

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson
Nays: None

**Sympathy
Resolution**

It was moved by Mrs. Acosta and supported by Mr. Johnson that the Board of Education of the Livonia Public Schools School District adopt a sympathy resolution for the family of Kathleen Grant, paraprofessional in the Transportation Department.

**SYMPATHY
RESOLUTION**

Kathleen Grant

WHEREAS, The Board of Education was deeply saddened to hear of the untimely death of Kathleen Grant; and,

WHEREAS, Kathleen was a valued, caring, and highly respected staff member in the Livonia Public Schools School District; a paraprofessional in the Transportation Department; and,

WHEREAS, She consistently demonstrated her outstanding dedication, care, and commitment to students, parents, and colleagues; and will be greatly missed by all; and,

WHEREAS, Kathleen Grant will always be remembered with great fondness and with a profound sense of gratitude for the immeasurable contributions she made to our school district, to the students she served, and to the colleagues with whom she worked; and,

NOW, THEREFORE, BE IT RESOLVED That the Board of Education of the Livonia Public Schools School District offers its deepest sympathy to the family, friends, and colleagues of Kathleen Grant.

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson
Nays: None

Adjournment

President Burton adjourned the meeting at 8:53 p.m.

Off/Supt/jw

**MINUTES
BOARD OF EDUCATION
Livonia Public Schools
Special Meeting
November 28, 2022**

President Burton convened the special meeting at 5:15 p.m.

Members Present: Madeline Acosta, Tammy Bonifield, Karen Bradford, Colleen Burton, Dan Centers, Liz Jarvis, Mark Johnson

Members Absent: None

Audience Communications None

Recess to Closed Session to Consider Written Legal Opinion from Counsel It was moved by Mrs. Jarvis and supported by Mrs. Bonifield that the Board of Education of the Livonia Public Schools School District recess to closed session to: **Consider Written Legal Opinion from Counsel.**

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson
Nays: None

Adjournment The Board recessed to Closed Session at 5:15 p.m. and adjourned the Special Meeting at 6:22 p.m.

Off/Supt/jw



CONTRACT PAPER GROUP, INC.

1013 Portage Trail Unit 2, Cuyahoga Falls, OH 44221
 1-800-563-5739 330-896-6886

Copy Paper Quote

11/9/2022

Livonia Public School District

15125 Farmington Road

Livonia, MI 48154

Quantity	Unit	Description	Weight	Color	Unit Price	Total
840	CTN	8 1/2 x 11 Natural Choice	20lb	white	\$45.67	\$38,362.80
		Contract # 2019-WR-015-C				\$0.00
						\$0.00
						\$0.00
		Quote valid through 12/15/22 po to arrive on 12/12/22				\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
		Price is based on customer to unload with no drivers assistance to one location				\$0.00
						\$0.00
						\$38,362.80

*Any taxes, if applicable, are **not included** on this quote. Please add 3% if paying with a credit card. *

QUANTITIES ARE SUBJECT TO AVAILABILITY AT THE TIME OF ORDER.
 Pricing is valid with notification of award & PO received within 15 days.
PLEASE NOTE: Due to the current state of the market, delivery delays are inevitable and CPG cannot be held responsible for these delays. Current turnaround time is 6-10 weeks (Call For Availability.)
If awarded, please order as soon as possible.

Quoted By: Nicole Masturzo nmasturzo@cpgbid.com (800)563-5739 ext 4222	Number of Delivery Locations:	1
	Delivery Type Included:	Customer Unload
	Quote Valid with Order Received by:	12/15/2022

Nicole Masturzo

*Any orders received after 15 days, are subject to re-evaluation and price adjustments due to availability.

Visit Us Online: www.cpgbid.com

Some of the items available on our website:

- | | |
|---------------------|------------------------|
| Office Supplies | Toners/Printer Ink |
| Janitorial Supplies | NCR Paper |
| Wide Format Paper | Toilet/Tissue Products |

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
December 12, 2022**

TOPIC: Approval of Bid Results for Summer 2023 Roof Replacement

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the recommendation of the Owner's Representative, Plante Moran Cresa, to award the contract for roofing replacements at Kennedy Elementary and Stevenson High School to Lutz Roofing, Lake Orion, Michigan, in the amount of \$3,570,000 plus 6% contingency in the amount of \$214,200 for a total approved project amount of \$3,784,200 and authorize the Superintendent or her designee to negotiate and execute final contracts.

RATIONALE:

We are in the process of implementing the district's 10-year facility sinking fund plan, which includes roof replacements at schools throughout the district. Based upon age and current condition, this building's roofing structure requires replacement during the summer of 2023.

BUDGETARY INFORMATION:

Sinking Fund

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

Attachments

PF/ko

November 30, 2022

Mr. Phillip Francis
Assistant Superintendent of District Services
Livonia Public Schools
15125 Farmington Road
Livonia, MI 48154

RE: Sinking Fund Projects
Contract Award Recommendation for Roof Replacement Projects
Stevenson High School and Kennedy Elementary School

Dear Mr. Francis:

This letter transmits an update from Plante Moran Cresa (PMC) as it relates to the assignment to assist and advise Livonia Public Schools (LPS) in its selection of Prime Contractors for the Projects listed above. This update represents the mutual efforts of PMC, Roofing Technology Associates, Ltd. (RTA), LPS administration and staff (the Project Team) to present a framework in order to identify, evaluate, and recommend Prime Contractors for these Projects.

On November 2, 2022, Construction Documents were formally issued and made available. An advertisement for bidding was published in a local newspaper and posted to the required State of Michigan website.

On November 17, 2022, four (4) bid proposals were received for the Projects and over the next several days were reviewed and evaluated. Interviews were conducted with the three apparent low bidding firms on November 21, 2022 and November 29, 2022, and were attended by representatives from the Project Team. The scope of work (which includes full removal and replacement of the existing roofing systems), project schedule, phasing, staffing requirements, safety, site logistics and other particulars regarding the work were reviewed and discussed.

Upon completion of the interviews, and after subsequent clarifications and discussions, the Project Team is recommending **Lutz Roofing** at Stevenson High School and Kennedy Elementary School as detailed in RTA's recommendation letter dated November 29, 2022, as the lowest responsible bidder.

Including hard construction of \$3,570,000 and construction contingency of \$214,200 (6%), the total Project award recommendation equals \$3,784,200.

For the Prime Contractor, the cost for this work will be detailed in an AIA Contract A105 – 2017 Standard Form of Agreement between Owner and Contractor, as modified, pending final review and approval of terms by district legal counsel.

The Project Team is available at the Board's convenience to answer any questions regarding bidding, the proposals, interview process, or the recommendation herein. Please direct all questions through me via email at brian.weber@plantemoran.com.

Sincerely,

PLANTE MORAN CRESA



Brian Weber
Vice President

Enclosures: Cost Summary
 Roofing Technology Associates, LTD. Recommendation Letter
 Bid Tabulation
 Existing Roofing Condition Maps



**SINKNG FUND
2023 ROOFING REPLACEMENT PROJECTS
COST SUMMARY**

	Hard Construction		
Project	Budget	Actual	Variance
Kennedy Elementary School	\$ 1,448,511	\$ 955,000	\$ (493,511)
Stevenson High School	\$ 4,077,962	\$ 2,615,000	\$ (1,462,962)
Totals	\$ 5,526,472	\$ 3,570,000	\$ (1,956,472)

	Construction Contingency		
	Budget (6%)	Actual (6%)	Variance
Project Contingency	\$ 331,588	\$ 214,200	\$ (117,388)
Totals	\$ 331,588	\$ 214,200	\$ (117,388)

	Total Project Costs		
	Budget	Actual	Variance
Project Total	\$ 5,858,061	\$ 3,784,200	\$ (2,073,861)
Totals	\$ 5,858,061	\$ 3,784,200	\$ (2,073,861)



ROOFING TECHNOLOGY ASSOCIATES, LTD.

38031 SCHOOLCRAFT
LIVONIA, MICHIGAN 48150-1065
(734) 591-4444 • FAX (734) 591-1660 • E-MAIL: rta@rtaltd.com
Web site www.rtaltd.com

November 29, 2022
Project No. 22-076

Mr. Phillip Francis
Livonia Public Schools
15125 Farmington Road
Livonia, MI 48154-5474
pfrancis@livoniapublicschools.org

RE: **BID EVALUATION**
Roof Replacement

- Kennedy Elementary School
- Stevenson High School

Livonia, Michigan

Dear Mr. Francis:

A total of four (4) bids for the referenced projects were received by the School District on November 17, 2022, and publicly opened. RTA, Plante Moran Cresa and LPS (The Project Team) reviewed the bids, which have been tabulated on the attached form.

Bid Results

The apparent low bidder at Kennedy Elementary School was Division 7 for \$943,727.45 with Lutz Roofing as the apparent second-low bidder for \$955,000 and MTD Construction as the apparent third-low bidder for \$1,042,450.

The apparent low bidder at Stevenson High School was Division 7 for \$2,408,734.82 with Lutz Roofing as the apparent second-low bidder for \$2,615,000.

Due Diligence

The Project Team conducted post-bid interviews over two days. The first was on November 21, 2022, with Lutz Roofing, and the second with MTD Construction and Division 7 on November 29, 2022.

RTA has worked with Division 7 (apparent low bidder) on a recent project that experienced numerous problems throughout the project that would be cause for concern on projects of this magnitude and timeframe. Additionally, they didn't visit either of the school sites during the bidding period as required by the bid documents, nor do they have any local client references.



Recommendations

Division 7 is currently engaged on a smaller roofing project for the LPS 2021 Bond Program. The Project Team is hopeful that Division 7 will perform well on this engagement and can be considered for future opportunities. However, given the noted concerns for Division 7 above and the scale and complexity of the roof replacement projects for these two schools, our recommendation is for the second-low bidder, **Lutz Roofing**, to be awarded both projects for a total of **\$3,570,000**.

It is recommended to have a contingency fund for unforeseen conditions of approximately 6%.

Sincerely,

ROOFING TECHNOLOGY ASSOCIATES, LTD.

Michael C. Bode, RRC
Project Manager

MCB/lab

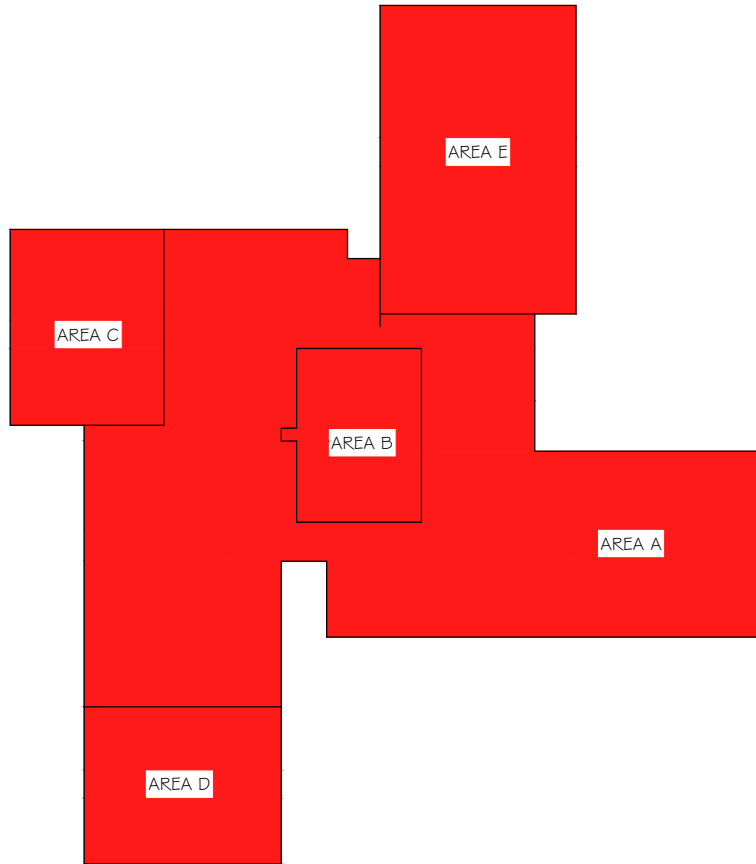
Attachment

Cc: Brian Weber









Bid Results 2023 Roof Replacement Projects

	Bond	Add.	EEO	Familial	Iran	Kennedy ES	Stevenson HS	Total
Bloom Roofing	Yes	NA	Yes	Yes	Yes	\$ 1,106,922	\$ 3,219,222	\$ 4,326,144
Lutz Roofing	Yes	NA	Yes	Yes	Yes	\$ 955,000	\$ 2,615,000	\$ 3,570,000
MTD Construction	Yes	NA	Yes	Yes	Yes	\$ 1,042,450	No Bid	\$ 1,042,450
Division 7 Roofing	Yes	NA	Yes	Yes	Yes	\$ 943,727	\$ 2,408,734	\$ 3,352,461



GENERAL NOTES:

1. All areas and dimensions shown are approximate and based upon rough field measurements taken by representatives of Roofing Technology Associates, Ltd.
2. This drawing should not be used for bidding or estimating purposes. Contractors are responsible for their own field measurements, quantities and verification of conditions shown.

CONDITION		SERVICEABLE LIFE	RCI
failed		0 - 1 years	0 - 30
very poor		1 - 3 years	31 - 45
poor		3 - 6 years	46 - 55
fair		6 - 10 years	56 - 65
fair to good		10 - 15 years	66 - 75
good		15+ years	76 - 100

ROOF AREA PLAN not to scale

NOTE: components shown are new unless noted as existing



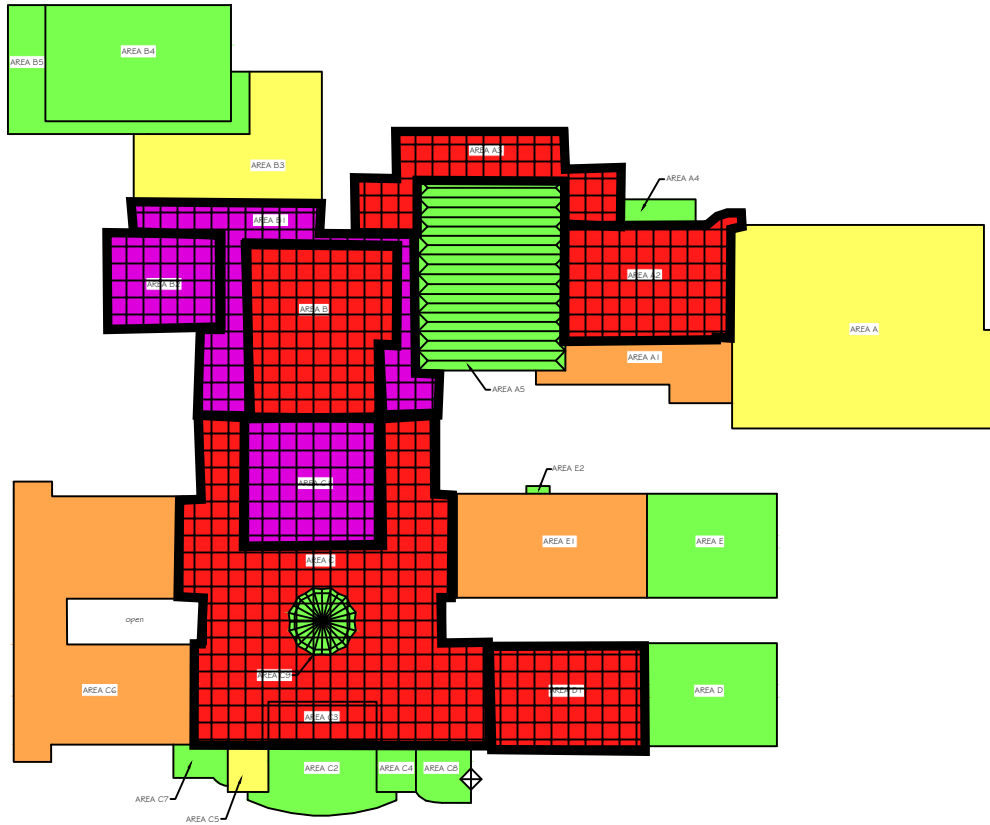
ROOFING TECHNOLOGY ASSOCIATES, LTD.

38031 SCHOOLCRAFT ROAD
LIVONIA, MICHIGAN 48150-1065
(734) 591-4444

LIVONIA PUBLIC SCHOOLS
KENNEDY ELEMENTARY SCHOOL
14201 HUBBARD ST
LIVONIA, MICHIGAN

<i>Project No:</i> 22-008	<i>Drawn By:</i> JDS	<i>Detail No:</i> 9
<i>Date:</i> OCTOBER, 2022	<i>Checked By:</i> MCB	

*Hatched areas are scheduled for replacement in 2023



NOTE: condition status for each area was updated in '21 based on 2017 information, but not verified in-field.

GENERAL NOTES:

1. All areas and dimensions shown are approximate and based upon rough field measurements taken by representatives of Roofing Technology Associates, Ltd.
2. This drawing should not be used for bidding or estimating purposes. Contractors are responsible for their own field measurements, quantities and verification of conditions shown.

2017 SURVEY DATA

CONDITION		SERVICEABLE LIFE	RCI
failed		0 - 1 years	0 - 30
very poor		1 - 3 years	31 - 45
poor		3 - 6 years	46 - 55
fair		6 - 10 years	56 - 65
fair to good		10 - 15 years	66 - 75
good		15+ years	76 - 100

ROOF AREA PLAN

not to scale

NOTE: components shown are new unless noted as existing



ROOFING TECHNOLOGY ASSOCIATES, LTD.
 38031 SCHOOLCRAFT ROAD
 LIVONIA, MICHIGAN 48150-1065
 (734) 591-4444

LIVONIA PUBLIC SCHOOLS
 STEVENSON HIGH SCHOOL
 33500 6 MILE RD
 LIVONIA, MICHIGAN

Project No: 17-043	Drawn By: JDS	Detail No: 22
Date: 24 JUNE, 2017	Checked By: MCB	

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
December 12, 2022**

TOPIC: **Approval to Purchase Art Tables**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the purchase of art tables from Smith System, Carrollton, Texas for a total purchase price of \$90,245.21.

RATIONALE:

The proposed furniture purchase consists of butcher block tables for art classrooms at Buchanan, Cooper, Franklin, Johnson, and Kennedy. These would replace items that are old and in poor condition. Pricing comes from the National Cooperative Purchasing Alliance (NCPA), which fulfills the Board's bidding requirement.

BUDGETARY INFORMATION:

General Fund

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

Attached

PF/ko



Proposal

Interior Environments - Novi
48700 Grand River Ave
Novi, MI 48374
Phone: (248) 213-3010

Order Number	11697
Date	11/10/2022
Customer PO No	
Customer Name	Livonia Public Schools
Salesperson	Katie VanderVeen
Terms	NET 30
Page	1 of 6

T Livonia Public Schools
 O 15125 Farmington Rd
 Livonia, MI 48154

 ATTN: INVOICE CONTACT
 Email: ap@livoniapublicschools.org

S Livonia Public Schools
 H 15125 Farmington Rd
 I 15125 Farmington Rd
 P Livonia, MI 48154

 T ATTN: Phil Francis
 O Phone: 734-744-2554
 Email: pfrancis@livoniapublicschools.org

Prepared for : Katie VanderVeen

Smith Systems NCPA 07-44 Contract
 Dealer of Record: Interior Environments

Due to the current challenges in the global supply chain and labor environment, pricing and lead times remain in a state of flux. Our team will do its best to communicate any changes as they arise and provide the best available solutions to meet your needs. Thank you for your business and understanding.

Group	Quantity	Description	Unit Price	Extended Amount
BUCHANAN	1.0		9,503.50	9,503.50

Line	Quantity	Description	Unit Price	Extended Amount
1	6.00 Each	25213BUTCHER--Maple-Charcoal-Quote 36X72 Planner Studio Rectangle Table, Butcher Block Top, 29" Fixed High with Glides Maple:Maple Butcher Block Charcoal:Charcoal Legs Quote:QQ78889-2 Tag: Tag TG: Buchanan	1,485.25	8,911.50
2	1.00 Each	INSTALLATION----- RDI - Non Union, Normal Business Hours :6 Planner Tables : :Ship to- :Buchanan Elementary School :16400 Hubbard St :Livonia, MI 48154 Tag: Tag TG: Buchanan	592.00	592.00

Group	Quantity	Description	Unit Price	Extended Amount
COOPER	1.0		19,006.00	19,006.00

Line	Quantity	Description	Unit Price	Extended Amount
3	12.00 Each	25213BUTCHER--Maple-Charcoal-Quote 36X72 Planner Studio Rectangle Table, Butcher Block Top, 29" Fixed High with Glides Maple:Maple Butcher Block	1,485.25	17,823.00



Proposal

Interior Environments - Novi
48700 Grand River Ave
Novi, MI 48374
Phone: (248) 213-3010

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		Charcoal:Charcoal Legs Quote:QQ7889-2 Tag: Tag TG: Cooper		
4	1.00 Each	INSTALLATION----- RDI - Non Union, Normal Business Hours :12 Planner Tables : :Ship to- :Cooper Elementary School :28550 Ann Arbor Trail :Westland, MI 48185 Tag: Tag TG: Cooper	1,183.00	1,183.00

Group	Quantity	Description	Unit Price	Extended Amount
FRANKLIN	1.0		30,092.75	30,092.75

Line	Quantity	Description	Unit Price	Extended Amount
9	19.00 Each	25213BUTCHER--Maple-Charcoal-Quote 36X72 Planner Studio Rectangle Table, Butcher Block Top, 29" Fixed High with Glides Maple:Maple Butcher Block Charcoal:Charcoal Legs Quote:QQ7889-2 Tag: Tag TG: Franklin HS	1,485.25	28,219.75
10	1.00 Each	INSTALLATION----- RDI - Non Union, Normal Business Hours :19 Planner Tables : :Ship to- :Franklin High School :31000 Joy Rd :Livonia, MI 48150 Tag: Tag TG: Franklin HS	1,873.00	1,873.00

Group	Quantity	Description	Unit Price	Extended Amount
JOHNSON	1.0		9,503.50	9,503.50

Line	Quantity	Description	Unit Price	Extended Amount
5	6.00 Each	25213BUTCHER--Maple-Charcoal-Quote 36X72 Planner Studio Rectangle Table, Butcher Block Top, 29" Fixed High with Glides Maple:Maple Butcher Block Charcoal:Charcoal Legs Quote:QQ7889-2 Tag: Tag TG: Johnson	1,485.25	8,911.50
6	1.00	INSTALLATION-----	592.00	592.00



Proposal

Interior Environments - Novi
48700 Grand River Ave
Novi, MI 48374
Phone: (248) 213-3010

Order Number	11697
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	Each	RDI - Non Union, Normal Business Hours :6 Planner Tables : :Ship to- :Johnson Elementary School :8400 N Hix Rd :Westland, MI 48185 Tag: Tag TG: Johnson		
--	------	--	--	--

Group	Quantity	Description	Unit Price	Extended Amount
KENNEDY	1.0		12,671.00	12,671.00

Line	Quantity	Description	Unit Price	Extended Amount
7	8.00 Each	25213BUTCHER--Maple-Charcoal-Quote 36X72 Planner Studio Rectangle Table, Butcher Block Top, 29" Fixed High with Glides Maple:Maple Butcher Block Charcoal:Charcoal Legs Quote:QQ7889-2 Tag: Tag TG: Kennedy	1,485.25	11,882.00
8	1.00 Each	INSTALLATION----- RDI - Non Union, Normal Business Hours :8 Planner Tables : :Ship to- :Kennedy Elementary School :14201 Hubbard St. :Livonia, MI 48154 Tag: Tag TG: Kennedy	789.00	789.00

Individual Items				9,468.46
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Line	Quantity	Description	Unit Price	Extended Amount
11	1.00 Each	FREIGHT FREIGHT	9,468.46	9,468.46

Order Sub-Total :	\$90,245.21
TOTAL ORDER :	\$90,245.21
Required Deposit 50.0% :	\$45,122.61

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE
A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.

Signature: _____ Name: _____ Title: _____ Date: _____



Proposal

Interior Environments - Novi
48700 Grand River Ave
Novi, MI 48374
Phone: (248) 213-3010

Order Number	11697
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Balco Interiors LLC and IE Connect LLC - d/b/a INTERIOR ENVIRONMENTS TERMS AND CONDITIONS OF SALE

1. PROPOSALS AND ORDERS

- A. **TERM:** All prices quoted by Interior Environments ("Seller") are valid for 15 days from date of proposal.
- B. **OFFER AND ACCEPTANCE:** All orders for the purchase of goods and services from Seller require a proposal prepared by Seller which has been approved and signed by an authorized signatory of Buyer. Seller's proposal shall constitute an offer and Buyer's approval of the proposal shall constitute acceptance of that offer. If Buyer submits a purchase order before Seller issues a proposal, Seller's proposal shall constitute a counteroffer and Buyer's approval of the Seller's proposal shall constitute acceptance of that counter offer without any additional terms or conditions
- C. **AGREEMENT:** Following the offer and acceptance described above and Seller's payment as provided in paragraph 2 below, an "Agreement" between the parties shall be deemed to have been formed with such Agreement comprised solely of Seller's proposal together with these Terms and Conditions of Sale. The Agreement shall be deemed to supersede any prior written or oral agreements and any different or conflicting terms in any quote, invoice, Buyer purchase order, shipper or any other document. For the avoidance of doubt, any different, additional or conflicting terms provided on any ancillary Buyer document(s) are expressly rejected by Seller.
- D. **MODIFICATIONS/CHANGES/CANCELLATIONS:** Any requested modification to an Agreement is subject to the approval of Seller and the manufacturer or supplier of the goods ordered. Buyer will pay any and all additional charges resulting from order modifications, cancellations, and changes. Express Ship Orders cannot be changed or cancelled. All goods are custom manufactured to customer specifications and, therefore, cannot be returned. Restocking programs are not available. Any modifications of an Agreement must be made via a signed and dated revised proposal.

2. CREDIT APPROVAL AND DEPOSITS

All orders are subject to credit approval. A deposit of 50% is required on all orders greater than \$5,000.00. No interest shall accrue on such deposits. Orders less than \$5,000.00 must be paid in full. The Agreement is deemed entered upon such payment by Buyer.

3. OWNERSHIP AND RISK OF LOSS

Transfer of title to the goods as between Seller and Buyer shall be deemed to have occurred when the Agreement is entered, and thereafter Buyer shall insure against risk of loss. If the goods are first received on behalf of Buyer by Seller, such goods shall be considered held by Seller subject to bailment for the sole benefit of Buyer.

4. PAYMENT

- A. **TIMING:** Any remaining balance on goods purchased under this Agreement and any related installation or other services will be invoiced upon delivery of the goods to the job site or, if installed by Seller, following substantial completion. Direct shipments from manufacturers will be invoiced upon shipment from the manufacturer. Any goods being held at Buyer's request, due to delays or otherwise, will be invoiced for product only upon Seller's receipt of same with separate invoicing for installation or other related services upon substantial completion.
- B. **PAYMENT TERMS:** Seller has the right to increase its prices at any time upon notice to Buyer to reflect any and all unusual or unforeseen increases in Seller cost, provided that any such increase shall be limited to the increase actually incurred by Seller. Buyer will not offset or recoup any claim against amounts due Seller. All invoices are due on the date noted on the related invoice. A monthly service charge of 1.5% (18% A.P.R.) will be assessed on all unpaid balances, including accrued but unpaid monthly service charges, after the invoice due date. A service charge of three percent (3%) of the invoice amount will be added to all invoices paid by credit card.
- C. **FREIGHT:** Buyer is solely responsible for any applicable freight and handling charges, including tariffs, for delivery from the manufacturer to Seller and is FOB origin. If not included in the proposal, such charges are not included in a price quotation and will be invoiced to Buyer separately after the Seller is invoiced by the carrier or manufacturer.
- D. **TAXES:** Buyer is solely responsible for any applicable sales, use, excise, or other taxes. If not included in the proposal, applicable taxes will be invoiced separately. If Buyer possesses tax-exempt status, a certificate of resale, or tax exemption is to be provided prior to order placement.
- E. **DELAYS:** If Buyer is unable or unwilling to receive goods at the prescribed shipping site on the mutually agreed delivery date any goods



Proposal

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Novi, MI 48374
Phone: (248) 213-3010

Order Number	11697
Date	11/10/2022
Customer PO No	
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Salesperson	Katie VanderVeen
Terms	NET 30
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thereafter stored by Seller will be at Buyer's expense until such time as Buyer is able to accept delivery. Seller shall have no obligation or liability to Buyer whatsoever for failure to ship goods by a particular date.

5. DELIVERY AND INSTALLATION

- A. **DELIVERY AND INSTALLATION:** Any contracted delivery and installation will be made during Seller's normal business hours of 7:00 a.m. to 3:30 p.m., Monday through Friday. Overtime delivery or installation performed at the Buyer's request will be subject to labor rates reflecting time-and-a-half for weekdays and double time for weekends and holidays. If applicable trade regulations require employing union tradesmen to complete the installation or delivery, any additional incremental costs will be invoiced to and paid by the Buyer. Seller shall not be liable for failure or delay in installation due to the installation site not being ready for installation. Any shipping, delivery, and performance dates are estimates only, and time is not of the essence. Seller may ship or direct shipments of all the goods at one time or in portions from time to time. Seller has the right, but not the obligation, to determine the method of shipment and routing of the goods, unless otherwise stated in Seller's delivery and installation proposal or acknowledgment.
- B. **SELLER'S RESPONSIBILITIES:** Unless received by Buyer or Buyer's agent directly, Seller will receive, inspect, stage, and if contracted, install Buyer's goods. All furnishings will be left clean and in working order. Carton and packing materials will be removed to the Buyer's waste disposal containers, and the premises will be left broom clean. At Seller's option, Seller may direct shipments directly to the job site.
- C. **BUYER'S ACCEPTANCE:** Buyer agrees to have an agent on the premises at the agreed upon time to accept goods, deliveries, installation, and completed work. All goods and services shall be considered accepted after Buyer or his agent has signed an acknowledgement document(s). All claims or exceptions must be made in writing the date the work is substantially complete. Notwithstanding the foregoing, if Buyer or Buyer's agent is unavailable or unwilling to sign acknowledgment document(s), Buyer shall be deemed to have accepted the goods and services "as is" or as otherwise noted by Seller on the acknowledgement document.
- D. **DROP SHIPMENTS:** In case of drop shipments where goods are delivered without installation, Buyer will receive, inspect, and install ordered goods. Buyer is also responsible for filing necessary freight claims in the event of damage. Buyer shall have no claims against Seller due to damage and may not withhold payment on account thereof.
- E. **CONDITION OF JOB SITE:** Buyer's job site shall be clean, clear of all obstructions, and free of debris prior to any Seller installation. Charges will be assessed to the Buyer for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons not specifically identified in the price quotation, at a standard hourly rate, or at actual charges plus fees, if labor is performed by a third party.
- F. **JOB SITE SERVICES:** Buyer will furnish electrical current, heating, lighting, trash disposal containers, hoisting and/or elevator services, and suitable unobstructed dock space and staging areas at the job site without charge to Seller if Seller is to provide installation. If Seller is required to remove or handle existing furniture, the additional cost of moving and transporting shall be billed to the Buyer on an hourly basis. Once installation has begun, Buyer agrees to assume any expense incurred by Seller due to changes made at the Buyer's request or for any reason beyond Seller's reasonable commercial control.
- G. **ELECTRICAL INSTALLATION:** A licensed electrician may be required to install electrical product including outlets, task lights, and hook-ups to base building power. If Seller determines that an electrician is required, Buyer will be responsible for contracting and paying the electrician.
- H. **PROTECTION OF DELIVERED GOODS:** Buyer is responsible for security and safekeeping of goods after delivery to Buyer's site, or into storage negotiated by Buyer if the job site is not ready on an agreed upon delivery date, and Buyer shall assume any risk of damage or loss thereof.
- I. **CONCEALED DAMAGED GOODS:** Buyer is required to report all concealed or damage packaged goods within seven (7) business days or receipt. In addition, Buyer is required to report all damage goods revealed upon unpackaging within seven (7) days of the same. Likewise, Buyer is required Buyer must send pictures of damaged goods, packages and labels to initiate any available warranty claim(s). Failure to report damages within the required reporting period with the required information may negate any warranty claims and Buyer shall accept responsibility for any and all costs associated with replacement or repairs of damaged goods.

6. ADDITIONAL TERMS

- A. **DISCLAIMER OF WARRANTIES: BUYER AGREES THAT THE GOODS ARE OF THE SIZE AND DESIGN SELECTED BY BUYER AND THAT BUYER IS SATISFIED THAT SAME IS SUITABLE FOR BUYER'S PURPOSES. SELLER HAS MADE NO REPRESENTATION**



Proposal

Interior Environments - Novi
48700 Grand River Ave
Novi, MI 48374
Phone: (248) 213-3010

Order Number	11697
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Terms	NET 30
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OR WARRANTY AS TO ANY MATTER WHATSOEVER. SELLER DISCLAIMS AND BUYER EXPRESSLY WAIVES AS TO SELLER, ALL WARRANTIES WITH RESPECT TO THE GOODS, INCLUDING BUT NOT LIMITED TO ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP. NOTHING CONTAINED HEREIN SHALL DIMINISH THE RIGHT OF BUYER TO EXERCISE ALL RIGHTS AND REMEDIES AGAINST THE MANUFACTURER OF THE GOODS FOR MANUFACTURER WARRANTIES. IN NO EVENT SHALL SELLER BE LIABLE UNDER ANY THEORY AT LAW OR EQUITY FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFIT OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE DESIGN AND USE OF THE GOODS. SELLER SHALL ADVISE BUYER OF ALL RELATED MANUFACTURERS' WARRANTIES UPON BUYER'S REQUEST.

- B. **RESALE:** On any resale of the goods, Buyer shall contractually limit its buyer's warranty against both Buyer and Seller to the same extent that Paragraph 6(A) above limits the warranty offered by Seller.
- C. **ACTS BEYOND REASONABLE CONTROL:** Seller shall not be liable for any delay or failure to deliver any or all of the goods caused by installation site delays, labor disputes, strikes, acts of God, or other delays beyond the reasonable control of Seller.
- D. **ASSIGNMENT:** Buyer shall not assign its rights or obligations under this Agreement without the prior written consent of Seller.
- E. **INDEMNIFICATION:** Buyer shall indemnify, defend, and hold harmless Seller with respect to all damages, losses, claims, and expenses, including, without limitation, consequential and incidental damages and reasonable attorney fees arising from or related to : i) Buyer's breach of any of Buyer's obligations under this Agreement and from; ii) Seller's interior design, project management, delivery, installation, or any other services except when caused by Seller's gross negligence or willful misconduct.
- F. **DEFAULT:** If Buyer fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if Buyer fails to observe, keep, or perform any other provision of this Agreement, then Seller shall have the right to exercise any one or more of the following remedies without prejudice to such remedies as may otherwise exist at law or in equity: i) to declare the entire amount due hereunder immediately due and payable without notice or demand to Buyer; ii) to sue for and recover all payments, then accrued or thereafter accruing; iii) to take possession of the goods provided hereunder, without demand or notice wherever located, without any court order or other process of law. Buyer hereby grants free and full access to the premises and hereby waives any and all damages occasioned by such taking of possession.
- G. **NO WAIVER:** Seller's waiver of any right on one occasion shall not be a waiver of any future exercise of that right.
- H. **TIME FOR BRINGING ACTION:** Any action that Buyer brings against Seller that arises out of or relates to the goods and services provided by Seller to Buyer must be brought by Buyer within one year after the cause of action accrues.
- I. **LAW:** The Agreement shall be deemed entered into, and performed in substantial part, in Oakland County, Michigan. The Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law provisions. The parties hereto agree to submit to the exclusive personal jurisdiction of the state or federal courts serving Oakland County, Michigan for the resolution of any claim or cause of action that arises from or related to this Agreement or the goods or services provided by Seller.

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
December 12, 2022**

TOPIC: Approval to Purchase Maintenance Vehicle

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the purchase of one truck from Gorno Ford, Woodhaven, Michigan, for a total cost of \$51,698.

RATIONALE:

This 2023 model year F-250 truck will replace the District's tow truck and "yard tug." Gorno Ford's pricing is via the Mi-DEAL Extended Purchasing Program, which is a state bidding consortium and fulfills the District's requirement for bidding.

BUDGETARY INFORMATION:

General Fund

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

Attached

PF/ko

DATE: 11/30/22 **(F-250 Truck)**

TO: HARRY LAU, LIVONIA PUBLIC SCHOOLS
734-812-8597 (CELL) hlau@livoniapublicschools.org

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
734-671-4033 (DIRECT) jagnev@gornoford.com

RE: **MiDEAL 4WDL-0078 - (1) 2023MY FORD F-250, 4x4, REG. CAB, 142"WB, 8' Box, OXFORD WHITE /STEEL VINYL, 6.8L V8, 6spd.A/Tw/OD, A/C, AM/FM/w/CLOCK, PWR. DISC BRKSw/ABS, AIR BAGS, 3.73 LOCKER. AXLE, 10,000 # GVWR, LT245/70R-17AT, TRAILER TOW PKG., LED BOX LIGHT, TILT/CRUISE, H.D. TOW PKG. ADVANCE TRACw/ROLL STABILITY CNTRL., FRNT. TOW HOOKS, TPMS, PWR. WINDOWS/LOCKS/Htd.MIRRORS, DRL'S, ROOF CLR. LIGHTS, UPFITTER SWITCHES, DÉCOR TRIM, 120/400w OUTLET, ELEC. BRAKE CNTRLR., H.D. 410 amp ALT., DUAL BATTERIES, FOG LAMPS, REAR WHEEL WELL LINERS, H.D. SUSPw/REAR SWAY BAR, BOX LINK, SPLASH GUARDS, RHINO SPRAY-IN-BED LINER, ALL-WEATHER H.D. FLOOR-MATS, FACTORY RUNNING BOARDS, SNOW PLOW PREP PKG., REVERSE SAFETY BEEPER, MUNICIPAL SAFETey LED LIGHT PKG.**

F.O.B. DELIVERED TO LIVONIA , MI \$51,698.00 each
(MSRP = \$64,510.00)

Response to all quotes must be returned to Gorno Ford as a signed quote and/or a Purchase Order by DECEMBER 2, 2022!
Above quoted price expires DECEMBER 30, 2022.
ETA LATE SPRING/SUMMER 2023

Due to current computer chip shortage and various other supply chain issues, Ford Motor Company has put Government Fleet Sales on "allocation", therefor, Ford Pro Fleet Department will have sole discretion regarding final approval of order confirmation based on customer order history!

Current lead time to order is estimated at 30 + weeks from receipt of Purchase Order.

Please review, sign and e-mail back or e-mail Purchase Order to Jim Agney.

Customer Signature: _____

Thank you,

Jim Agney

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and Livonia Public Schools .. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorizes personnel.

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
December 12, 2022**

TOPIC: Approval to Purchase School Buses - 2021 Bond

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the purchase of school buses from Holland Bus Company, Holland, Michigan for a cost of \$744,195.

RATIONALE:

This purchase of six buses is a planned purchase from the 2021 Bond in order to keep the District's buses up to date. The Transportation Department is recommending three 77-passenger propane buses and three 77-passenger gasoline buses.

BUDGETARY INFORMATION:

2021 Bond

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

Attached

PF/ko

Michigan Bus Purchasing
Price Comparison Report - Spec #17682
Dec 12, 2022 1:40 PM

Buying Organization **Holland**
670 E 16th St
Holland MI 49423-3738

Notes Livonia 77 passenger, propane, air brakes,
Product Category Conventional (2022-23 Phase 1)
Product 77 Passenger
Quantity 3

Option	Option SKU	Buyer Comments	Hoekstra	Holland	Midwest Transit
Product Base Price			\$119,656.00	\$117,842.00	\$127,893.00

Chassis Options

Alternator

240-amp, Leece-Neville	C123	\$140.00	S/E	\$144.00	
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Axle, Front: minimum load

12,000 lbs.	C142	\$159.00	S/E	\$81.00	35
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Axle, Rear: minimum load

23,000 lbs.	C153	\$623.00	S/E	\$277.00	
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Batteries

3 12-volt, 950-CCA each	C163	S/E	S/E	\$261.00	
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Brake Dust Shield

Brake dust shield on all wheels	C170	S/E	S/E	N/C	
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Brakes, ESC

Electronic Stability Control for Air Brakes	C172	S/E	S/E	S/E	
---	------	-----	-----	-----	--

Brakes, Traction Control

For air brakes	C180	S/E	S/E	S/E	
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Engine

<i>Cummins ISB 220hp, 600 torque, PTS2500 trans</i>	C204	S/E	---	---	
Propane Engine, 7.3 liter w/Ford trans	C220	N/A	\$6,000.00	N/A	
<i>Propane Engine, PSI 8.8L wPTS 2500 trans</i>	C221	---	---	\$13,724.00	

Fan Drive

Electromagnetic On/Off Type	C195	\$98.00	S/E	N/C	
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Fuel Tank

Increase to 98-gallon propane tank	C253	N/A	\$1,700.00	\$1,413.00	
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Full Instrumentation Package (Engine)

Low Coolant indicator with audible alarm	C260	S/E	S/E	S/E
Heater Block, Internal (Engine)				
Delete block heater	C273	(\$76.00)	(\$131.00)	(\$37.00)
Idle Management Control				
Programmable	C280	S/E	N/C	N/C
Motor, Starting				
Thermal overcrank protection	C290	S/E	S/E	N/C
Paint, Wheels				
Wheels finish coated black inside and out	C300	S/E	N/C	N/C
Pedals, Adjustable				
Adjustable brake and accelerator pedals	C310	\$917.00	\$937.00	\$587.00
Steering				
Telescoping steering wheel	C320	S/E	S/E	\$116.00
Switches, Ignition				
Keyed alike	C350	N/C	\$5.00	\$12.00
Tires				
11R22.5 Steer front/rear Cooper	C396	N/A	(\$1,036.00)	N/A
Warranty, Extended				
5 year/100,000 miles	C452	\$2,012.00	\$4,130.00	\$2,392.00
Wheels				
Iron hub	C480	S/E	S/E	S/E

36

Body Options

Aisle Strips				
Stainless steel	B151	\$90.00	\$340.00	N/A
All Light Monitor System				
Add all light monitor system	B160	S/E	S/E	\$97.00
Antenna				
Flexible rubber radio antenna	B170	S/E	S/E	\$46.00
Battery Cut Off Switch				
Add battery cut off switch	B190	S/E	\$154.00	\$63.00
Battery Slide Out Tray				
Stainless steel	B200	N/A	\$145.00	N/A
Booster Pump				
Add booster pump	B210	\$124.00	\$220.00	\$81.00
Color, Interior				
Walls white	B234	N/A	S/E	S/E
Defogger Fans				
Increase from 2 to 3	B250	N/A	\$65.00	\$74.00
Exit, Emergency Window				

Increase from 2 to 4	B290	S/E	\$25.00	S/E	
Exit, Emergency Door Latch					
3-point latch	B300		\$36.00	\$69.00	\$20.00
Exit, Evacuation Step					
Step & handle at rear door	B310		\$225.00	S/E	\$99.00
Exit, Roof Hatch					
2 Transpec Low Profile, 1970 series	B322		(\$189.00)	(\$360.00)	(\$236.00)
Fenderettes					
Metal fenderettes	B350	S/E	S/E	N/A	
Fuel Filler Door					
Latching	B392	S/E	S/E	S/E	
Heater, Shut-Off Valve					
Locate valve on engine block	B440	S/E	S/E	N/C	
Light Visor					
Overhead flasher light visor	B455	S/E	S/E	N/C	
Light, Exterior					
Light check system	B460	S/E	S/E	S/E	
Lights, Strobe					
Delete light & wiring	B480		(\$77.00)	(\$145.00)	(\$88.00)
Lights, LED					
Sound Off brand for LED package	B500	N/A	N/C	S/E	
Mirror System					
Lever-lock adjustable 6" x 30"	B521	S/E	\$64.00	\$97.00	
Mirror, Timer					
Timer for heated mirror	B525	S/E	S/E	\$57.00	
Mirrors, Crossview					
Rosco, Eye-Max LP, heated	B537		\$42.00	S/E	N/C
Mirrors, Crossview, Arms					
Stainless steel arms	B555	S/E	\$38.00	\$39.00	
Mirrors, Rearview					
Rosco Open View ES, heated	B573	S/E	S/E	N/A	
Mirrors, Rearview, Arms					
Stainless steel arms	B590	S/E	\$38.00	\$37.00	
Power Source					
12-volt power source in driver's area	B615	N/C	S/E	N/C	
Radio & Public Address System					
AM/FM radio, CD, clock, PA system inside	B625		\$511.00	N/A	N/A
Rust Proofing					
All interior doors	B645	S/E	S/E	S/E	

National, air ride w/1 arm rest	B664	\$137.00	\$225.00	\$27.00	
Seats, Passenger: Color					
Brown/Beige	B711	N/C	S/E	N/C	
Severe Service Package					
Must meet Colorado Racking Test	B740	S/E	S/E	N/C	
Stepwell					
Stainless steel	B755	N/A	\$545.00	\$746.00	
Stop Arm Signals					
Transpec 7000, electric LED lights, front & rear	B764	S/E	\$274.00	N/C	
Storage Compartment Driver's Area					
Over drivers sash window	B781	S/E	\$125.00	\$160.00	
Storage Pouch					
Mounted on barrier behind driver	B782	\$21.00	\$16.00	\$77.00	
Window, Rear					
Tempered, 28% tinted	B870	\$15.00	\$50.00	N/C	
		Configured Price	\$124,464.00	\$131,335.00	\$148,259.00
Dealer Options					
no propane engine		\$0.00			
deduct			(\$1,965.00)	38	
			\$0.00		
		Hoekstra	Holland	Midwest Transit	
		Unit Price	\$124,464.00	\$129,370.00	\$148,259.00
		Total Price	\$373,392.00	\$388,110.00	\$444,777.00
		Grand Total	\$373,392.00	\$388,110.00	\$444,777.00

Michigan Bus Purchasing
Price Comparison Report - Spec #17683
 Dec 12, 2022 1:50 PM

Buying Organization **Holland**
 670 E 16th St
 Holland MI 49423-3738

Notes 77 passenger, gas engine, air brakes
 Product Category Conventional (2022-23 Phase 1)
 Product 77 Passenger
 Quantity 3

Option	Option SKU	Buyer Comments	Hoekstra	Holland	Midwest Transit
Product Base Price			\$119,656.00	\$117,842.00	\$127,893.00

Chassis Options

Alternator

240-amp, Leece-Neville	C123	\$140.00	S/E	\$144.00	
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Axle, Front: minimum load

12,000 lbs.	C142	\$159.00	S/E	\$81.00	39
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Axle, Rear: minimum load

23,000 lbs.	C153	\$623.00	S/E	\$277.00	
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Batteries

3 12-volt, 950-CCA each	C163	S/E	S/E	\$261.00	
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Brake Dust Shield

Brake dust shield on all wheels	C170	S/E	S/E	N/C	
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Brakes, ESC

Electronic Stability Control for Air Brakes	C172	S/E	S/E	S/E	
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Brakes, Traction Control

For air brakes	C180	S/E	S/E	S/E	
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Engine

Cummins ISB 220hp, 600 torque, PTS2500 trans	C204	S/E	---	---	
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Cummins ISB 240 hp wPTS2500 trans	C202	---	---	N/C	
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Gasoline Engine, 7.3 L w/Ford Trans	C218	N/A	(\$3,350.00)	N/A	
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Fan Drive

Electromagnetic On/Off Type	C195	\$98.00	S/E	N/C	
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Fuel Tank

Increase to 100-gallon gasoline tank	C252	N/A	\$375.00	N/A	
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Full Instrumentation Package (Engine)

Low Coolant indicator with audible alarm	C260	S/E	S/E	S/E	
Heater Block, Internal (Engine)					
Delete block heater	C273	(\$76.00)	(\$131.00)	(\$37.00)	
Idle Management Control					
Programmable	C280	S/E	N/C	N/C	
Motor, Starting					
Thermal overcrank protection	C290	S/E	S/E	N/C	
Paint, Wheels					
Wheels finish coated black inside and out	C300	S/E	N/C	N/C	
Pedals, Adjustable					
Adjustable brake and accelerator pedals	C310	\$917.00	\$937.00	\$587.00	
Steering					
Telescoping steering wheel	C320	S/E	S/E	\$116.00	
Switches, Ignition					
Keyed alike	C350	N/C	\$5.00	\$12.00	
Tires					
11R22.5 Steer front/rear Cooper	C396	N/A	(\$1,036.00)	N/A	
Turn Signals					
Fender-mounted	C421	S/E	S/E	\$49.00	
Warranty, Extended					
5 year/100,000 miles	C452	\$2,012.00	\$4,130.00	\$2,392.00	40
Wheels					
Iron hub	C480	S/E	S/E	S/E	

Body Options

Aisle Strips					
Stainless steel	B151	\$90.00	\$340.00	N/A	
All Light Monitor System					
Add all light monitor system	B160	S/E	S/E	\$97.00	
Antenna					
Flexible rubber radio antenna	B170	S/E	S/E	\$46.00	
Battery Cut Off Switch					
Add battery cut off switch	B190	S/E	\$154.00	\$63.00	
Battery Slide Out Tray					
Stainless steel	B200	N/A	\$145.00	N/A	
Booster Pump					
Add booster pump	B210	\$124.00	\$220.00	\$81.00	
Color, Interior					
Walls white	B234	N/A	S/E	S/E	
Defogger Fans					

Increase from 2 to 3	B250	N/A	\$65.00	\$74.00
Exit, Emergency Window				
Increase from 2 to 4	B290	S/E	\$25.00	S/E
Exit, Emergency Door Latch				
3-point latch	B300	\$36.00	\$69.00	\$20.00
Exit, Evacuation Step				
Step & handle at rear door	B310	\$225.00	S/E	\$99.00
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2 Transpec Low Profile, 1970 series	B322	(\$189.00)	(\$360.00)	(\$236.00)
Fenderettes				
Metal fenderettes	B350	S/E	S/E	N/A
Fuel Filler Door				
Latching	B392	S/E	S/E	S/E
Heater, Shut-Off Valve				
Locate valve on engine block	B440	S/E	S/E	N/C
Light Visor				
Overhead flasher light visor	B455	S/E	S/E	N/C
Light, Exterior				
Light check system	B460	S/E	S/E	S/E
Lights, Strobe				
Delete light & wiring	B480	(\$77.00)	(\$145.00)	(\$88.00)
Lights, LED				
Sound Off brand for LED package	B500	N/A	N/C	S/E
Mirror System				
Lever-lock adjustable 6" x 30"	B521	S/E	\$64.00	\$97.00
Mirror, Timer				
Timer for heated mirror	B525	S/E	S/E	\$57.00
Mirrors, Crossview				
Rosco, Eye-Max LP, heated	B537	\$42.00	S/E	N/C
Mirrors, Crossview, Arms				
Stainless steel arms	B555	S/E	\$38.00	\$39.00
Mirrors, Rearview				
Rosco Open View ES, heated	B573	S/E	S/E	N/A
Mirrors, Rearview, Arms				
Stainless steel arms	B590	S/E	\$38.00	\$37.00
Power Source				
12-volt power source in driver's area	B615	N/C	S/E	N/C
Radio & Public Address System				
AM/FM radio, CD, clock, PA system inside	B625	\$511.00	N/A	N/A
Rust Proofing				

All interior doors	B645	S/E	S/E	S/E	
Seat, Driver's					
National, air ride w/1 arm rest	B664	\$137.00	\$225.00	\$27.00	
Seats, Passenger: Color					
Brown/Beige	B711	N/C	S/E	N/C	
Severe Service Package					
Must meet Colorado Racking Test	B740	S/E	S/E	N/C	
Stepwell					
Stainless steel	B755	N/A	\$545.00	\$746.00	
Stop Arm Signals					
Transpec 7000, electric LED lights, front & rear	B764	S/E	\$274.00	N/C	
Storage Compartment Driver's Area					
Over drivers sash window	B781	S/E	\$125.00	\$160.00	
Storage Pouch					
Mounted on barrier behind driver	B782	\$21.00	\$16.00	\$77.00	
Window, Rear					
Tempered, 28% tinted	B870	\$15.00	\$50.00	N/C	
		Configured Price	\$124,464.00	\$120,660.00	\$133,171.00

Dealer Options

no gas engine		\$0.00		42	
no gas engine deduct			(\$1,965.00)		
		Hoekstra	Holland	Midwest Transit	
		Unit Price	\$124,464.00	\$118,695.00	\$133,171.00
		Total Price	\$373,392.00	\$356,085.00	\$399,513.00
		Grand Total	\$373,392.00	\$356,085.00	\$399,513.00

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
December 12, 2022**

TOPIC: Approval of Dickinson Abatement Contingency

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve increased contingency funding for abatement at Dickinson Center in the amount of \$37,000.

RATIONALE:

This recommendation is for an unforeseen asbestos abatement item necessary to the environmental work at Dickinson, in preparation for razing the building. Quality Environmental Services discovered unknown asbestos in the gymnasium. The cost to abate it is higher than the current contingency amount for the project. Quality has quoted a “not to exceed” amount for the work.

BUDGETARY INFORMATION:

Sinking Fund

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

Attached

PF/ko



ENVIRONMENTAL SERVICES

2175 S. Hockaday Rd.
Beaverton, MI 48612
989-435-2946
kwolfe@qesil.com

November 30, 2022

NTH Consultants LTD
Via Email:

Attn: Cliff Andrews

**Proposal for additional Services
Asbestos Abatement
Former Dickinson School - 18000 Newburgh Rd - Livonia MI 48152**

Quality Environmental Services, Inc. (QESI) is pleased to submit a quote for services regarding the above referenced project. Please see the following scope of work and Details.

Scope of Work

QESI to supply Michigan Trained Supervisors/Workers, supervision, materials, equipment, insurance including waste hauling and disposal to complete Asbestos Abatement and any other specific items detailed as outlined and based on the following listed below:

Removal of Fireproofing in Block 3 area of the building

- Set up containment of approx. 4000 Sq feet area
- Remove approx. 720 sq feet of plaster ceiling to access and remove black iron with overspray
- Remove fireproofing in the same 720 sq ft area of men and women locker room area
- Remove spot area fireproofing left from former abatement work in the containment approx. 100 Sq feet
- Removal of 4 plaster header areas with fireproofing in them, above door frames that need removed
- Existing metal decks that have been cleaned at prior fireproofing abatement will not be removed or cleaned
- Block cavities that are not accessible will be sealed up with fireproofing left within the cavities

Total amount: T&M not to exceed: \$65,000.00

- Hourly Rate: \$92.00
- Dumpster fee: \$1,640.00 per dumpster
- Any rental equipment/Scissor lift etc. will be cost plus 15%

Assumptions:

- Power and water to be supplied by others and to be available at the site during abatement
- This Proposal does not include third party air clearance
- **The fireproofing in the area will not be 100% removed from the facility. There are locations that are not accessible and the materials will still need to be managed in place.**

Schedule:

Work is to be completed: TBD

Quality Environmental Services, Inc. would like to thank you for the opportunity to provide our services. In the event you have further needs please feel free to contact us at (989)435-2946

Sincerely,

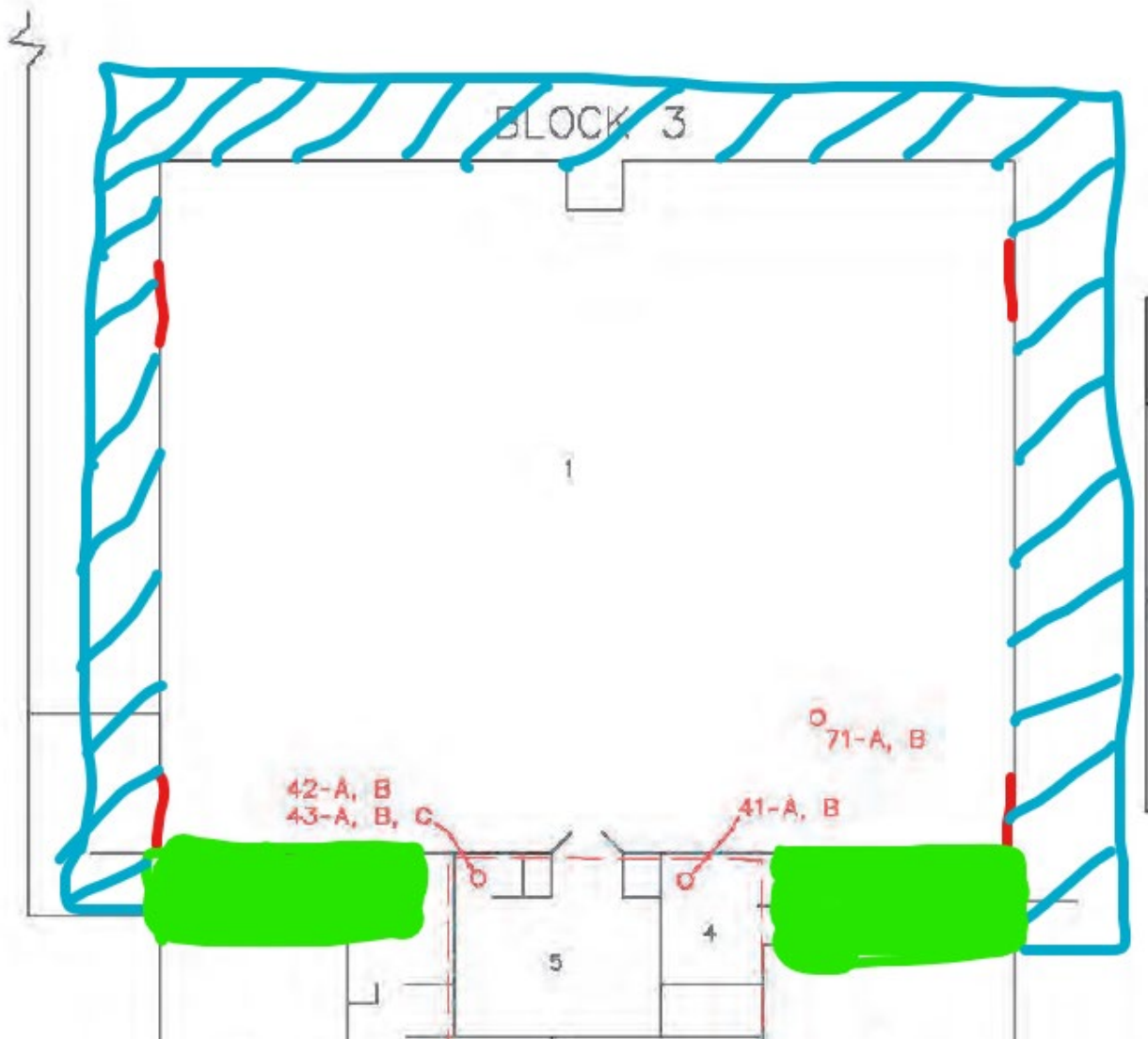
Kevin Wolfe

Kevin Wolfe

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Authorized Signature: _____

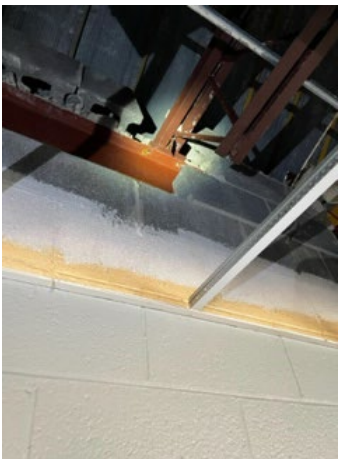
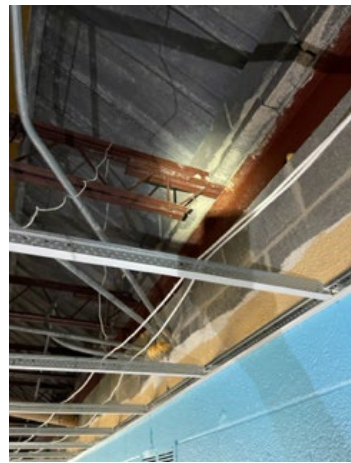
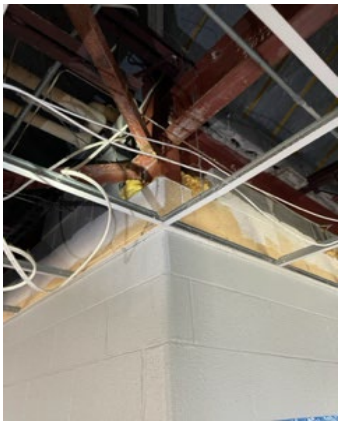
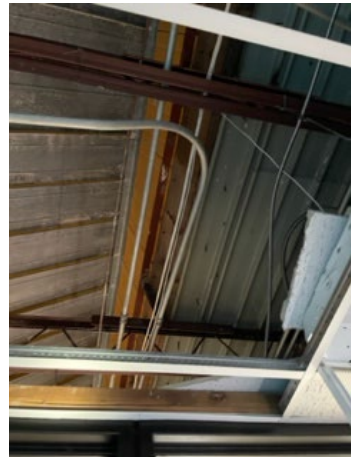
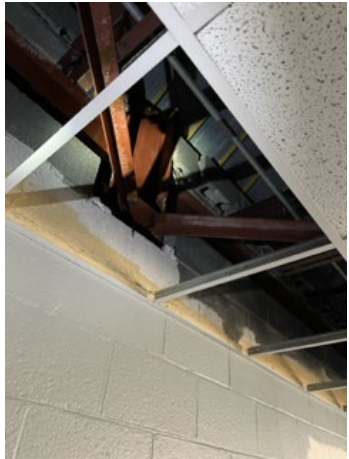


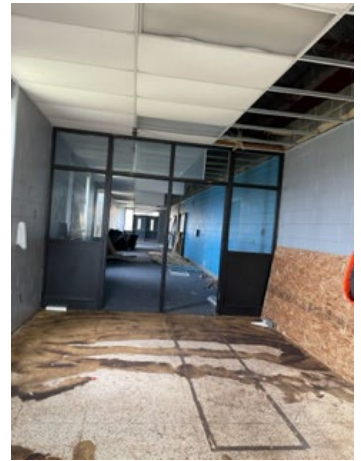
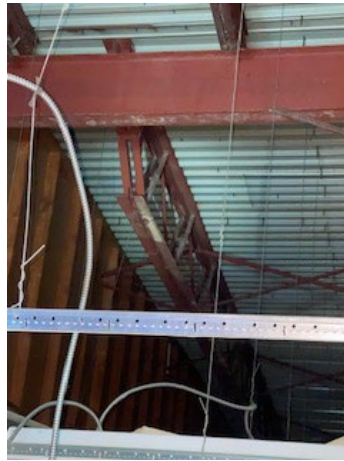
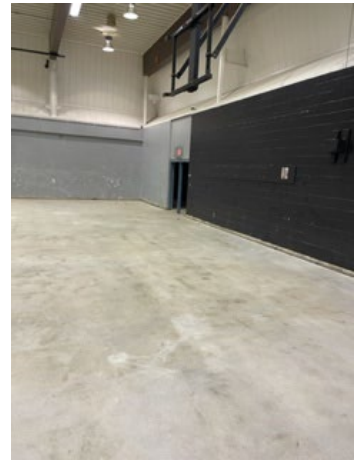
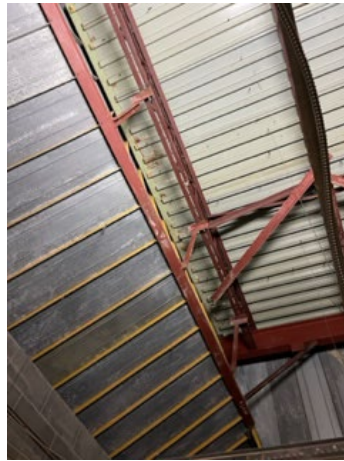
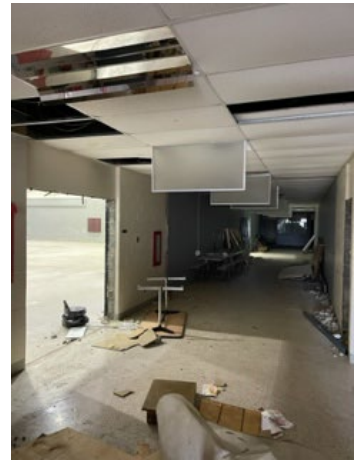
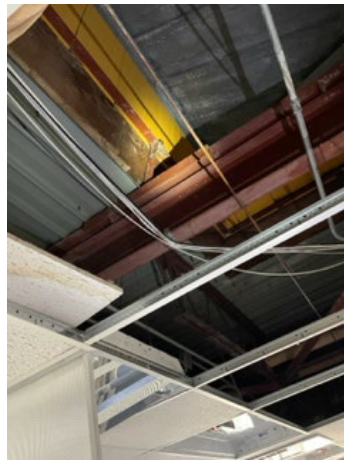


Blue = Area of left over Spray on fireproofing in hallways around the gym

Red= Doorways with Spray on at the plaster locations above the doorways

Green = Plaster ceiling removal area with Spray on Fireproofing that was never abated on the project





**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
December 12, 2022**

TOPIC: Approval of Resolution for Summer Tax Collection

RECOMMENDATION:

Be it resolved that the Livonia Public Schools School District implement its continuing resolution with respect to the collection of one-half of the school property taxes in the summer; that the Cities of Livonia and Westland be requested to collect those taxes in the summer on behalf of the District; and that the Secretary of the Board of Education be directed to write a letter to the Cities of Livonia and Westland, informing them of the District's continuing resolution and requesting that they collect the summer property taxes on behalf of the District.

RATIONALE:

The above resolution will reflect the Board of Education's intent to continue the biannual property tax collection for school taxes, in both the City of Livonia and the City of Westland, to meet our cash flow needs.

BUDGETARY INFORMATION:

The annual tax collection fee assessed and paid to the City of Westland is \$0.00;
The annual tax collection fee assessed and paid to the City of Livonia is \$462,761.59.

RESOURCE PERSONNEL:

Alison Smith, Chief Financial Officer

EXHIBITS:

Attached

kv

Annual Summer Tax Resolution

Livonia Public Schools School District (the “District”)

A regular meeting of the board of education of the District (the “Board”) was held in the Administration Office, within the boundaries of the District, on the 12 day of December, 2022, at 6:30 o’clock in the p.m. (the “Meeting”).

The Meeting was called to order by Collen Burton, President.

Present: Members
Absent: Members

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, this Board previously adopted a resolution to impose a summer tax levy to collect 50% of annual school property taxes, including debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Pursuant to the Revised School Code, MCL 380.1 et seq., the Board invokes for 2023 its previously-adopted ongoing resolution imposing a summer tax levy of 50% of annual school property taxes, including debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board and requests that each city and/or township in which the District is located collect those summer taxes.

2. The Superintendent or designee is authorized and directed to forward to the governing body of each city and/or township in which the District is located a copy of this Board’s resolution imposing a summer property tax levy on an ongoing basis and a copy of this resolution requesting that each such city and/or township agree to collect the summer tax levy for 2023 in the amount specified in this resolution. Such forwarding of the resolutions and the request to collect the summer tax levy shall be performed so that they are received by the appropriate governing bodies on or before December 31, 2022.

3. Pursuant to and in accordance with Revised School Code Section 1613(1), the Superintendent or designee is authorized and directed to negotiate on behalf of the District with the governing body of each city and/or township in which the District is located for the reasonable expenses for collection of the District’s summer tax levy that the city and/or township may bill under Revised School Code Sections 1611 or 1612. Any such proposed agreement shall be brought before this Board for its approval or disapproval.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Members
Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Livonia Public Schools School District, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board’s minutes. The undersigned further certifies that notice of the Meeting was given to the public pursuant to the provisions of the “Open Meetings Act” (Act 267, Public Acts of Michigan, 1976, as amended).

Secretary, Board of Education



**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
December 12, 2022**

TOPIC: Approval of 2022-2023 First Budget Amendment

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools approve the attached amended budgets for the 2022-2023 school year: General Fund, Funded Projects Fund, Special Education Fund, Debt Retirement Fund, 2021 Bond Fund, Sinking Fund, Capital Projects Fund, Food Services Fund, Health and Welfare Fund, Scholarship Fund and School Activities Fund.

RATIONALE:

This action is in compliance with the Spirit of the Uniform Budgetary and Accounting Act – Public Act 621. The amendment was reviewed by the Finance Committee on December 5, 2022.

BUDGETARY INFORMATION:

This resolution will set the parameters for revenues and expenditures for the 2022-2023 school year.

RESOURCE PERSONNEL:

Alison Smith, Chief Financial Officer

EXHIBITS:

Attached

kv



Livonia Public Schools

2022-23 First Amended General Fund & District Budgets

December 2022

**RESOLUTION FOR BUDGET ADOPTION
BY THE BOARD OF EDUCATION
LIVONIA PUBLIC SCHOOLS**

RESOLVED, that the general appropriation for Livonia Public Schools for revenues for the fiscal year 2022-23
General Fund be amended as follows:

	2021-22 Actual		2022-23 Proposed		2022-23 First Amended
Revenue					
Local	42,269,985		38,682,095		40,579,544
State	114,081,654		120,261,959		119,604,261
Federal	52,309		43,169		51,729
Other Financing Sources	2,592,400		2,592,400		2,727,064
Total Revenue	\$ 158,996,348	\$	161,579,623	\$	162,962,598
Fiscal Year Beginning Fund Balance	\$ 33,099,290	\$	32,594,107	\$	33,691,834
Revenue Plus Beginning Fund Balance (Total Available to Appropriate)	\$ 192,095,638	\$	194,173,730	\$	196,654,432

RESOLUTION FOR BUDGET ADOPTION BY THE BOARD OF EDUCATION LIVONIA PUBLIC SCHOOLS

RESOLVED, that the general appropriation for Livonia Public Schools for expenditures for the fiscal year 2022-23 General Fund be amended as follows:

	2021-22 Actual	2022-23 Proposed	2022-23 First Amended
Expenditures			
Instruction			
Basic Programs	79,079,405	81,018,034	83,115,932
Added Needs	14,552,624	15,333,034	15,799,236
Total Instruction	\$ 93,632,029	\$ 96,351,068	\$ 98,915,168
Support Services			
Pupil Support	9,125,223	8,416,620	8,518,792
Instructional Staff Support	7,645,941	8,486,114	7,747,679
General Administration	833,949	935,277	962,433
School Administration	10,602,534	11,170,929	11,345,033
Business Services	1,942,334	2,111,495	2,186,285
Operations and Maintenance	17,771,457	19,020,875	19,178,860
Transportation	7,381,870	8,191,485	8,063,753
Other Central Support	4,753,356	4,948,930	5,237,446
Athletics	2,412,255	2,440,789	2,440,789
Total Support Services	\$ 62,468,920	\$ 65,722,514	\$ 65,681,070
Community Services	\$ 1,390,396	\$ 2,620,489	\$ 1,784,009
Other Financing Uses	\$ 912,459	\$ -	\$ 900,000
Total Expenditures	\$ 158,403,804	\$ 164,694,071	\$ 167,280,247
Ending Fund Balance = Total Available to Appropriate less Total Expenditures	\$ 33,691,834	\$ 29,479,659	\$ 29,374,185
Fund Balance as a Percentage of Total Expenditures	21.3%	17.9%	17.6%

FUNDED PROJECTS FUND

* The Funded Projects Fund is reported in the General Fund on the Comprehensive Annual Financial Report submitted to the State.

	2021-22 Actual	2022-23 Proposed	2022-23 First Amended
Beginning Fund Balance	\$ -		\$ (877,400)
Revenues			
Local	55,368	101,735	195,763
State	6,446,287	6,571,954	10,293,308
Federal	15,965,187	26,389,559	27,544,069
Total Revenue	\$ 22,466,841	\$ 33,063,248	\$ 38,033,140
Expenditures			
Instructional	14,058,187	17,472,621	17,562,993
Support	7,436,373	13,669,151	17,313,683
Community Services	1,514,004	1,572,072	1,667,112
Other Financing Uses	335,677	349,404	611,953
Total Expenditures	\$ 23,344,241	\$ 33,063,248	\$ 37,155,741
Ending Fund Balance	\$ (877,400)	\$ -	\$ -
Revenue Detail			
Local Sources			
Dunning Foundation	12,000	-	-
LPS Foundation	30,842	21,508	63,097
Miscellaneous Local Sources	950	-	28,939
Wayne RESA	11,576	80,227	103,727
Total Local Sources	\$ 55,368	\$ 101,735	\$ 195,763
State Sources			
Section 11r(4) ESSER Per Pupil Equalization	300,420	-	-
Section 23b (2)d Innovative Summer Programs	154,179	154,180	-
Section 31a At Risk	3,705,914	4,240,933	4,675,772
Section 31aa Per-Pupil Mental Health Grant	-	-	1,424,464
Section 31n(6) Mental Health			180,000
Section 32d Great School Readiness	614,334	675,120	770,826
Section 35a Early Literacy	333,531	333,531	318,062
Section 41 Bilingual Education	146,153	146,433	158,587
Section 54d Early On	117,500	117,500	283,750
Section 61 Vocational Education	696,171	526,172	639,184
Section 97 Per-Pupil Student Safety	-	-	1,424,464
Section 97d Critical Incident Mapping	-	-	105,408
Section 99h FIRST Robotics	19,905	19,905	
Section 107 Adult Education	358,180	358,180	312,791
Total State Sources	\$ 6,446,287	\$ 6,571,954	\$ 10,293,308
Federal Sources			
CACFP Emergency Operations	965	-	
Child Care Grant	1,371,343	-	1,496,566
Emergency Connectivity	28,218	3,229,920	3,192,000
ESSER Grants	4,270,278	10,190,277	9,969,841
IDEA Grants	5,190,895	4,021,561	4,437,294
Michigan Clean Diesel	-	73,529	73,529
NSLP Equipment Assistance	31,500	31,500	-
Section 23 Grants	358,104	661,165	940,312
Section 11p Coronavirus Relief	2,283,351	-	-
Section 11t ESSER Per Pupil Equalization	-	5,538,520	5,538,520
Title I Part A	1,353,500	1,394,465	1,057,706
Title II Part A	493,194	577,940	263,776
Title III Part A English Learners	52,321	71,740	50,471
Title III Part A Immigrant Learners	28,007	29,073	19,543
Title IV, Part A SSAE	93,718	103,693	78,915
Vocational Perkins	288,472	288,472	244,089
WIOA- Adult Basic Education- Instruction	121,323	177,704	181,507
Total Federal Sources	\$ 15,965,187	\$ 26,389,559	\$ 27,544,069

SPECIAL EDUCATION FUND

	2021-22 Actual		2022-23 Proposed		2022-23 First Amended
Beginning Fund Balance	\$	2,798,352	\$	898,352	\$ 1,108,043
Revenues					
Local		10,061,177		10,340,274	13,725,609
State		6,852,962		8,490,754	7,559,006
Total Revenue	\$	16,914,139	\$	18,831,028	\$ 21,284,615
Expenditures					
Instructional		9,280,444		10,039,099	11,188,907
Support		5,824,005		6,601,929	7,228,262
Transfers to Other Funds		3,500,000		2,200,000	3,000,000
Total Expenditures	\$	18,604,449	\$	18,841,028	\$ 21,417,169
Ending Fund Balance	\$	1,108,043	\$	888,352	\$ 975,489
Expenditure Detail					
Moderate Cognitive Impairment Program		3,247,079		3,459,099	3,924,559
Visually Impaired Program		1,659,279		1,811,346	1,806,185
Skill Center Program		3,686,045		4,264,841	3,895,840
Autistic Program		6,389,392		7,105,744	8,659,182
Additional Expenditures (3%)		122,655		-	131,403
Transfer to Other Funds		3,500,000		2,200,000	3,000,000
Total Expenditures	\$	18,604,449	\$	18,841,030	\$ 21,417,169

DEBT RETIREMENT FUNDS

(RESTRICTED)

	2021-22 Actual	2022-23 Proposed	2022-23 First Amended
Beginning Fund Balance	\$ 3,794,623	\$ 1,729,584	\$ 2,267,497
Revenues			
Tax Revenue	21,082,847	20,850,826	20,850,826
Interest Income	27,672	1,000	30,000
Total Revenue	\$ 21,110,519	\$ 20,851,826	\$ 20,880,826
Expenditures			
Bond Redemption	14,030,000	13,250,000	13,250,000
Bond Interest	8,605,345	8,397,994	8,397,994
Other	2,300	200,000	200,000
Total Expenditures	\$ 22,637,645	\$ 21,847,994	\$ 21,847,994
Ending Fund Balance	\$ 2,267,497	\$ 733,416	\$ 1,300,329

Expenditure Detail

Bond Redemption

2013 Bond Series 1	900,000	1,175,000	1,175,000
2013 Bond Series 2	1,450,000	1,850,000	1,850,000
2014 Refunding Bond	7,810,000	4,185,000	4,185,000
2020 Refunding Bond	-	1,245,000	1,245,000
2021 Bond Series 1	3,870,000	4,795,000	4,795,000

Bond Redemption- Total	\$ 14,030,000	\$ 13,250,000	\$ 13,250,000
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Bond Interest

2013 Bond Series 1	161,000	125,000	125,000
2013 Bond Series 2	3,513,750	3,441,250	3,441,250
2014 Refunding Bond	764,750	374,250	374,250
2020 Refunding Bond	1,888,195	1,888,194	1,888,194
2021 Bond Series 1	2,277,650	2,569,300	2,569,300

Bond Interest- Total	\$ 8,605,345	\$ 8,397,994	\$ 8,397,994
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2021 BOND (RESTRICTED)

	2021-22		2022-23		2022-23
	Actual		Proposed		First Amended
Beginning Fund Balance	\$ 77,547,490	\$	43,597,490	\$	65,206,723
Revenues					
Other Financing Sources	-		-		-
Interest Income	(384,277)		50,000		500,000
Total Revenue	\$ (384,277)	\$	50,000	\$	500,000
Expenditures					
Facility Improvements	11,601,599		40,000,000		60,000,000
Other	354,891		2,000,000		4,000,000
	\$ 11,956,490	\$	42,000,000	\$	64,000,000
Ending Fund Balance	\$ 65,206,723	\$	1,647,490	\$	1,706,723

SINKING FUND (RESTRICTED)

	2021-22 Actual		2022-23 Proposed		2022-23 First Amended
BEGINNING FUND BALANCE	\$ 4,436,012	\$	1,254,415	\$	3,925,250
REVENUES					
Local	7,706,045		7,937,726		7,937,726
Other Financing Sources	-		-		95,446
Total Revenue	\$ 7,706,045	\$	7,937,726	\$	8,033,172
EXPENDITURES					
Facility Improvements	8,186,807		8,000,000		10,000,000
Other	30,000		600,000		600,000
	\$ 8,216,807	\$	8,600,000	\$	10,600,000
ENDING FUND BALANCE	\$ 3,925,250	\$	592,141	\$	1,358,422

CAPITAL PROJECTS FUND (RESTRICTED)

	2021-22 Actual		2022-23 Proposed		2022-23 First Amended
BEGINNING FUND BALANCE	\$ 3,654,690	\$	3,402,097	\$	3,121,370
REVENUES					
Proceeds from Sale of Property	49,060		50,000		50,000
Transfer from Other Funds	2,395,436		500,000		1,520,000
Total Revenue	\$ 2,444,496	\$	550,000	\$	1,570,000
EXPENDITURES					
Facility Improvements	2,881,201		-		1,000,000
Other	96,615		3,000,000		-
Total Expenditures	\$ 2,977,816	\$	3,000,000	\$	1,000,000
ENDING FUND BALANCE	\$ 3,121,370	\$	952,097	\$	3,691,370

FOOD SERVICE FUND

(RESTRICTED)

		2021-22		2022-23		2022-23
		Actual		Proposed		First Amended
Beginning Fund Balance	\$	39,831	\$	2,262,821	\$	1,872,790
Revenues						
Local Sales		250,604		202,000		250,000
State Reimbursement		133,716		186,451		100,874
Federal Reimbursement		5,998,639		1,980,000		1,980,000
Other Financing Sources		-		-		-
Total Revenue	\$	6,382,959	\$	2,368,451	\$	2,330,874
Expenditures						
Support Services		4,310,000		3,250,000		3,500,000
Transfers to Other Funds		240,000		200,000		240,000
Total Expenditures	\$	4,550,000	\$	3,450,000	\$	3,740,000
Ending Fund Balance	\$	1,872,790	\$	1,181,272	\$	463,664

HEALTH & WELFARE FUND

		2021-22		2022-23		2022-23
		Actual		Proposed		First Amended
Beginning Fund Balance	\$	1,251,258	\$	1,157,241	\$	593,800
Revenues						
Employee Contributions		2,785,504		2,552,703		2,950,000
Transfer From Other Funds		18,096,252		19,495,198		20,006,555
Total Revenue	\$	20,881,756	\$	22,047,902	\$	22,956,555
Expenditures						
Premiums/Claims/Fees	\$	21,539,214	\$	22,112,309	\$	23,050,355
Ending Fund Balance	\$	593,800	\$	1,092,834	\$	500,000

SCHOLARSHIP FUND (RESTRICTED)

		2021-22 Actual		2022-23 Proposed		2022-23 First Amended
Beginning Fund Balance	\$	37,233	\$	39,314	\$	44,359
Revenues						
Local- Donations	\$	18,081	\$	6,000	\$	6,000
Expenditures						
Scholarships	\$	10,955	\$	12,000	\$	12,000
Ending Fund Balance	\$	44,359	\$	33,314	\$	38,359

SCHOOL ACTIVITIES FUND (RESTRICTED)

		2021-22 Actual		2022-23 Proposed		2022-23 First Amended
Beginning Fund Balance	\$	1,479,721	\$	1,479,721	\$	1,609,323
Revenue- School Deposits	\$	2,080,471	\$	2,000,000	\$	2,000,000
Expenditures- School Activities	\$	1,950,869	\$	2,000,000	\$	2,000,000
Ending Fund Balance	\$	1,609,323	\$	1,479,721	\$	1,609,323

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
December 12, 2022**

TOPIC: Approval of Resolution to Authorize the Issuance and Sale of Bonds

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the attached resolution authorizing the issuance of bonds, delegation of the sale of bonds, and other matters relating thereto, including the authorization of the Superintendent to execute necessary documents and agreements.

RATIONALE:

Approval will authorize the sale of the second series of the 2021 voter approved bonds, and delegate the District to complete the sale of bonds.

BUDGETARY INFORMATION:

This will provide authorization to complete the sale of the second series of 2021 voter approved bonds in the principal amount not to exceed \$70,000,000.

RESOURCE PERSONNEL:

Alison Smith, Chief Financial Officer

EXHIBITS:

Resolution to Authorize the Issuance and Sale of Bonds

**LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT
RESOLUTION AUTHORIZING THE ISSUANCE
AND DELEGATING THE SALE OF BONDS
AND OTHER MATTERS RELATING THERETO**

Livonia Public Schools School District, Wayne County, Michigan (the “Issuer”)

A regular meeting of the board of education of the Issuer (the “Board”) was held in the Administration Office, within the boundaries of the Issuer, on the 12th day of December, 2022, at 6:30 o’clock in the p.m. (the “Meeting”).

The Meeting was called to order by Colleen Burton, President.

Present: Members

Absent: Members

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS:

1. On May 4, 2021, the qualified electors of the Issuer voted in favor of bonding the Issuer for the sum of not to exceed One Hundred Eighty-Six Million Dollars (\$186,000,000), the proceeds to be used for the purpose of acquiring, installing, and equipping educational technology for school facilities; furnishing, equipping, and erecting additions to and remodeling, furnishing and refurbishing, and equipping and re-equipping school facilities; constructing, equipping, developing, and improving playgrounds and athletic facilities; purchasing school buses; and preparing, developing, and improving sites (the “Project”); and

2. It has been determined by the Board of the Issuer that there be issued at this time a second series of bonds in an aggregate principal amount not to exceed Seventy Million Dollars (\$70,000,000) (the “Bonds”); and

3. The Board has received a proposal from J.P. Morgan Securities, LLC, Chicago, Illinois, to act as underwriter for the Bonds (the “Underwriter”); and

4. Prior to the issuance of Bonds, the Issuer must either achieve qualified status or secure prior approval of the Bonds from the Michigan Department of Treasury (the “Department of Treasury”) pursuant to Act 34, Public Acts of Michigan, 2001, as amended.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Bonds of the Issuer aggregating the principal sum of not to exceed Seventy Million Dollars (\$70,000,000) be issued for the purpose of funding a portion of the Project. The Bonds shall be designated 2023 School Building and Site Bonds, Series II.

2. The Bonds shall be dated the date of delivery, or such other date as established at the time of sale; shall be fully registered bonds as to principal and interest; shall be numbered

consecutively in the direct order of maturity from 1 upwards; and shall bear interest at a rate or rates to be hereafter determined not exceeding the maximum rate permitted by law.

3. The Bonds may consist of serial or term Bonds or any combination thereof which may be issued in one or more series, all of which shall be determined upon sale of the Bonds. The Bonds shall be in denominations of \$5,000 or any whole multiple thereof and shall mature on May 1 and/or November 1 in each year, in the final principal amounts determined upon sale, with interest thereon payable on November 1, 2023, or such other date as may be established at the time of sale, and semiannually thereafter on May 1 and November 1 in each year.

4. The Bonds shall otherwise be subject to redemption, as determined by the Superintendent or the Chief Financial Officer of the Issuer (each an “Authorized Officer”), at the times, in the amounts, manner and at the prices as determined upon sale of the Bonds.

5. The Bonds and the interest thereon shall be payable in lawful money of the United States of America at or by a bank or trust company to be designated by an Authorized Officer at the time of sale (herein called the “Paying Agent”), which shall act as the paying agent and bond registrar or such successor paying agent-bond registrar as may be approved by the Issuer, on each semiannual interest payment date and the date of each principal maturity.

6. Book Entry. At the request of the Underwriter, the ownership of one fully registered bond for each maturity in the aggregate principal amount of such maturity shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). So long as the Bonds are in the book entry form only, the Paying Agent shall comply with the terms of the Blanket Issuer Letter of Representations to be entered into between the Issuer and DTC, which provisions shall govern registration, notices and payment, among other things, and which provisions are incorporated herein with the same effect as if fully set forth herein. An Authorized Officer is authorized and directed to enter into the Blanket Issuer Letter of Representations with DTC in such form as determined by an Authorized Officer, in consultation with bond counsel, to be necessary and appropriate. In the event the Issuer determines that the continuation of the system of book entry only transfer through DTC (or a successor securities depository) is not in the best interest of the DTC participants, beneficial owners of the Bonds, or the Issuer, the Issuer will notify the Paying Agent, whereupon the Paying Agent will notify DTC of the availability through DTC of the bond certificates. In such event, the Issuer shall issue and the Paying Agent shall transfer and exchange Bonds as requested by DTC of like principal amount, series and maturity, in authorized denominations to the identifiable beneficial owners in replacement of the beneficial interest of such beneficial owners in the Bonds, as provided herein.

So long as the book-entry-only system remains in effect, in the event of a partial redemption the Paying Agent will give notice to Cede & Co., as nominee of DTC, only, and only Cede & Co. will be deemed to be a holder of the Bonds. DTC is expected to reduce the credit balances of the applicable DTC Participants in respect of the Bonds and in turn the DTC Participants are expected to select those Beneficial Owners whose ownership interests are to be extinguished or reduced by such partial redemptions, each by such method as DTC or such DTC Participants, as the case may be, deems fair and appropriate in its sole discretion.

7. In the event the Bonds are no longer in book entry form only, the following provisions would apply to the Bonds:

The Paying Agent shall keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Bonds, which shall at all times during normal business hours be open to inspection by the Issuer; and, upon presentation and surrender for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, transfer or cause to be transferred on said books, Bonds as herein provided.

Any Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by a duly authorized agent, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall furnish or cause to be furnished a sufficient number of manual or facsimile executed Bonds and the Paying Agent shall authenticate and deliver a new Bond or Bonds for like aggregate principal amount. The Paying Agent shall require the payment of any tax or other governmental charge required to be paid with respect to the transfer to be made by the bondholder requesting the transfer.

8. If any Bond shall become mutilated, the Issuer, at the expense of the holder of the Bonds, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution of the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this resolution shall be lost, destroyed or stolen, evidence of the loss, destruction or theft and indemnity may be submitted to the Paying Agent, and if satisfactory to the Paying Agent and the Issuer, the Issuer at the expense of the owner, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver a new Bond of like tenor and bearing the statement required by Act 354, Public Acts of Michigan, 1972, as amended, being sections 129.131 to 129.134, inclusive, of the Michigan Compiled Laws, or any applicable law hereafter enacted, in lieu of and in substitution of the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

9. The President and Secretary are authorized to provide the Bonds in conformity with the specifications of this resolution by causing their manual or facsimile signatures to be affixed thereto, and upon the manual execution by the authorized signatory of the Paying Agent, the Treasurer is authorized and directed to cause said Bonds to be delivered to the Underwriter upon receipt of the purchase price and accrued interest, if any.

Blank bonds with the manual or facsimile signatures of the President and Secretary of the Board affixed thereto, shall, at the direction of bond counsel and as necessary, be delivered to the Paying Agent for safekeeping to be used for registration and transfer of ownership.

10. There is hereby created a separate depository account to be kept with a bank located in the State of Michigan and insured by the Federal Deposit Insurance Corporation, previously approved as an authorized depository of funds of the Issuer, to be designated 2023 SCHOOL BOND DEBT RETIREMENT FUND (hereinafter referred to as the "DEBT RETIREMENT FUND"), all proceeds from taxes levied for the fund to be used for the purpose of paying the principal and interest on the Bonds authorized herein as they mature or are redeemed. Upon receipt of the Bond proceeds from the sale of the Bonds, the accrued interest, if any, shall be deposited in the DEBT RETIREMENT FUND. DEBT RETIREMENT FUND moneys may be invested as authorized by law.

Commencing with the 2023 tax levy, there shall be levied upon the tax rolls of the Issuer in each year for the purpose of the DEBT RETIREMENT FUND a sum not less than the amount estimated to be sufficient to pay the principal and interest on the Bonds as such principal and interest fall due, the probable delinquency in collections and funds on hand being taken into consideration in arriving at the estimate. Taxes required to be levied to meet the principal and interest obligations may be without limitation as to rate or amount, as provided by Article IX, Section 6, of the Michigan Constitution of 1963.

11. From the proceeds of the Bonds there shall be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated 2023 BOND ISSUANCE FUND (hereinafter referred to as the “BOND ISSUANCE FUND”) and any balance remaining shall be deposited in a fund designated 2023 CAPITAL PROJECTS FUND (hereinafter referred to as the “CAPITAL PROJECTS FUND”). Moneys in the BOND ISSUANCE FUND shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the BOND ISSUANCE FUND after payment of issuance expenses shall be transferred to the CAPITAL PROJECTS FUND.

12. The Bonds shall be in substantially the form attached hereto as Exhibit A.

13. J.P. Morgan Securities, LLC, Chicago, Illinois, is named as senior managing underwriter and further, that an Authorized Officer or designee is authorized to negotiate and execute a Bond Purchase Agreement with the Underwriter, subject to the requirements of paragraph 16 below. Based upon information provided by the Issuer’s financial consulting firm and the Underwriter, a negotiated sale allows flexibility in the timing, sale and structure of the Bonds in response to changing market conditions.

14. An Authorized Officer is authorized to approve circulation of a Preliminary Official Statement describing the Bonds.

15. An Authorized Officer, or designee if permitted by law, is authorized to:

- A. File with the Department of Treasury an application for approval to issue the Bonds, if required, and to pay any applicable fee therefor and, further, within fifteen (15) business days after issuance of the Bonds, file any and all documentation required subsequent to the issuance of the Bonds, together with any statutorily required fee.
- B. Make application for municipal bond insurance if, upon advice of the financial consulting firm of the Issuer, the purchase of municipal bond insurance will be cost effective. The premium for such bond insurance shall be paid by the Issuer from Bond proceeds.
- C. Execute and deliver the Continuing Disclosure Agreement (the “Agreement”) in substantially the same form as set forth in Exhibit B attached hereto, or with such changes therein as the individual executing the Agreement on behalf of the Issuer shall approve, his/her execution thereof to constitute conclusive evidence of his/her approval of such changes. When the Agreement is executed and delivered on behalf of the Issuer as herein provided, the Agreement will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents

of the Issuer are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, and the Agreement shall constitute, and is made, a part of this resolution, and copies of the Agreement shall be placed in the official records of the Issuer, and shall be available for public inspection at the office of the Issuer. Notwithstanding any other provision of this resolution, the sole remedies for failure to comply with the Agreement shall be the ability of any Bondholder or beneficial owner to take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Agreement.

16. An Authorized Officer's or designee's authorization to accept and execute a Bond Purchase Agreement with the Underwriter is subject to the following parameters:

- A. the Underwriter discount shall not exceed \$5.00 per \$1,000 (0.5%); and
- B. the average true interest rate on the Bonds shall not exceed 6%; and
- C. the maximum bond term shall not exceed 20 years; and
- D. the receipt of express written recommendation of the Issuer's financial consulting firm identified herein to accept the terms of the Bond Purchase Agreement.

17. An Authorized Officer is further authorized and directed to (i) execute any and all other necessary documents required to complete the approval and sale of the Bonds to the Underwriter in accordance with the terms of the Bond Purchase Agreement; (ii) appoint a paying agent for the Bonds; (iii) select a bond insurer, accept a commitment therefore and authorize payment of a bond insurance premium to insure any or all of the Bonds if recommended in writing by the Financial Advisor; (iv) deem the Preliminary Official Statement for the Bonds final for purposes of SEC Rule 15c2-12(b)(1); and (v) execute and deliver the final Official Statement on behalf of the Issuer.

18. The President or Vice President, the Secretary, the Treasurer, the Superintendent, the Chief Financial Officer, and/or all other officers, agents and representatives of the Issuer and each of them shall execute, issue and deliver any certificates, statements, warranties, representations, or documents necessary to effect the purposes of this resolution, the Bonds or the Bond Purchase Agreement.

19. The officers, agents and employees of the Issuer are authorized to take all other actions necessary and convenient to facilitate the sale and delivery of the Bonds.

20. Thrun Law Firm, P.C. is appointed as bond counsel for the Issuer with reference to the issuance of the Bonds authorized by this resolution. Further, Thrun Law Firm, P.C. has informed the Issuer that it represents no other party in connection with the issuance of the Bonds.

21. The financial consulting firm of PFM Financial Advisors LLC, is appointed as financial consultant to the Issuer with reference to the issuance of the Bonds herein authorized.

22. The Board covenants to comply with existing provisions of the Internal Revenue Code of 1986, as amended (the "Code"), necessary to maintain the exclusion of interest on the Bonds from gross income.

23. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Livonia Public Schools School District, Wayne County, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the Meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

Secretary, Board of Education

MFH/clb

EXHIBIT A

[No.]
UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF WAYNE
LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT
2023 SCHOOL BUILDING AND SITE BOND, SERIES II
(GENERAL OBLIGATION - UNLIMITED TAX)

Rate Maturity Date Date of Original Issue CUSIP No.

REGISTERED OWNER:
PRINCIPAL AMOUNT:

LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT, COUNTY OF WAYNE, STATE OF MICHIGAN (the "Issuer"), promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, from the Date of Original Issue until paid at the Rate specified above on the basis of a 360-day year, 30-day month, payable on _____, 20___, and semiannually thereafter on the first day of _____ and _____ of each year (the "Bond" or "Bonds"). Principal on this Bond is payable at the corporate trust office of _____, MICHIGAN (the "Paying Agent"), upon presentation and surrender hereof. Interest is payable by check or draft mailed to the Registered Owner at the registered address shown on the registration books of the Issuer kept by the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may hereafter designate a successor paying agent/bond registrar by notice mailed to the Registered Owner not less than sixty (60) days prior to any interest payment date.

The Bonds, of which this is one, are the second series of bonds to be issued from a total amount of not to exceed \$186,000,000 authorized by the electors of the Issuer. The Bonds are of like date and tenor, except as to denomination, rate of interest and date of maturity, aggregating the principal amount of \$_____. The Bonds are issued under and in pursuance of the provisions of Act 451, Public Acts of Michigan, 1976, as amended; Act 34, Public Acts of Michigan, 2001, as amended; a majority vote of the qualified electors of the Issuer voting thereon at an election duly called and held on May 4, 2021; and resolutions duly adopted by the Board of Education of the Issuer on December 12, 2022 and _____, 2023, for the purpose of authorizing issuance of the Bonds by the Issuer.

The series of Bonds of which this is one is issued for the purpose of acquiring, installing, and equipping educational technology for school facilities; furnishing, equipping, and erecting additions to and remodeling, furnishing and refurbishing, and equipping and re-equipping school facilities; constructing, equipping, developing, and improving playgrounds and athletic facilities; purchasing school buses; and preparing, developing, and improving sites.



The Issuer has pledged its full faith, credit and resources for the payment of the principal and interest on the Bonds. The Bonds of this issue are payable from ad valorem taxes, which may be levied without limitation as to rate or amount as provided by Article IX, Section 6 of the Michigan Constitution of 1963.

MANDATORY REDEMPTION

The Bonds maturing on _____, 20__, are term Bonds subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with accrued interest thereon to the date fixed for redemption. When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

<u>Bonds due</u>	<u>Principal Amounts</u>
<u>Redemption Dates</u>	<u>Principal Amounts</u>
_____, 20__	\$
_____, 20__	
_____, 20__	
_____, 20__ (maturity)	

OPTIONAL REDEMPTION

Bonds of this issue maturing in the years 2024 through 2033, inclusive, shall not be subject to redemption prior to maturity. The Bonds or portions of Bonds maturing on or after May 1, 2034, are subject to redemption prior to maturity at the option of the Issuer in multiples of \$5,000 in such order as the Issuer may determine, by lot within any maturity, on any date occurring on or after May 1, 2033, at par and accrued interest to the date fixed for redemption.

Notice of redemption of any Bond shall be given not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption by mail to the Registered Owner at the registered address shown on the registration books kept by the Paying Agent. Bonds shall be called for redemption in multiples of \$5,000 and Bonds of denominations of more than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000 and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. No further interest payment on the Bonds or portions of Bonds called for redemption shall accrue after the date fixed for redemption, whether presented for redemption, provided funds are on hand with the Paying Agent to redeem the same.

If less than all of the Bonds of any maturity shall be called for redemption prior to maturity, unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may deem proper, in the principal amounts designated by the Issuer. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

This Bond is registered as to principal and interest and is transferable as provided in the resolutions authorizing the Bonds only upon the books of the Issuer kept for that purpose by the Paying Agent, by the Registered Owner hereof in person or by an agent of the Registered Owner duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or agent thereof and thereupon a new Bond or Bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolutions authorizing the Bonds, and upon payment of the charges, if any, therein provided. The Bonds are issuable in denominations of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

It is hereby certified and recited that all acts, conditions and things required to be done, to happen, and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed in due time, form and manner, as required by law.

This Bond shall not be deemed a valid and binding obligation of the Issuer in the absence of authentication by manual execution hereof by the authorized signatory of the Paying Agent.

IN WITNESS WHEREOF, Livonia Public Schools School District, County of Wayne, State of Michigan, by its Board of Education, has caused this Bond to be signed in the name of the Issuer by the manual or facsimile signature of its President and countersigned by the manual or facsimile signature of its Secretary as of _____, 2023, and to be manually signed by the authorized signatory of the Paying Agent as of the date set forth below.

LIVONIA PUBLIC SCHOOLS SCHOOL
DISTRICT
COUNTY OF WAYNE
STATE OF MICHIGAN

Countersigned

By _____
Secretary

By _____
President

CERTIFICATE OF AUTHENTICATION

Dated:

This Bond is one of the Bonds described herein.

(Name of Bank)

(City, State)

PAYING AGENT

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____
_____ the within Bond and does hereby irrevocably
constitute and appoint _____ attorney to transfer
the Bond on the books kept for registration of the within Bond, with full power of substitution in
the premises.

Dated: _____

NOTICE: The assignor's signature to this assignment
must correspond with the name as it appears upon the
face of the within Bond in every particular without
alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by an eligible guarantor institution participating in a
Securities Transfer Association recognized signature guarantee program.

The Paying Agent will not effect transfer of this Bond unless the information concerning
the transferee requested below is provided.

Name and Address: _____

(Include information for all joint owners if the Bond is held by joint
account.)

PLEASE INSERT SOCIAL SECURITY NUMBER OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(if held by joint account, insert number
for first named transferee)

EXHIBIT B

**FORM OF
CONTINUING DISCLOSURE AGREEMENT**

**§ _____
LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT
COUNTY OF WAYNE
STATE OF MICHIGAN
2023 SCHOOL BUILDING AND SITE BONDS, SERIES II
(GENERAL OBLIGATION - UNLIMITED TAX)**

This Continuing Disclosure Agreement (the “Agreement”) is executed and delivered by Livonia Public Schools School District, County of Wayne, State of Michigan (the “Issuer”), in connection with the issuance of its \$ _____ 2023 School Building and Site Bonds, Series II (General Obligation - Unlimited Tax) (the “Bonds”). The Bonds are being issued pursuant to resolutions adopted by the Board of Education of the Issuer on December 12, 2022 and _____, 2023 (together, the “Resolution”). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Agreement is being executed and delivered by the Issuer for the benefit of the Bondholders and in order to assist the Participating Underwriter in complying with the Rule. The Issuer acknowledges that this Agreement does not address the scope of any application of Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act to the Annual Reports or notices of the Listed Events provided or required to be provided by the Issuer pursuant to this Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Agreement.

“Bondholder” means the registered owner of a Bond or any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including any person holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

“Dissemination Agent” means any agent designated as such in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation, and such agent’s successors and assigns.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access which provides continuing disclosure services for the receipt and public availability of continuing disclosure documents and related information required by Rule 15c2-12 promulgated by the SEC.

“Financial Obligation” shall mean (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of (a) or (b) provided; however, that a “Financial Obligation” shall not include any municipal security for which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“1934 Act” shall mean the Securities Exchange Act of 1934, as amended.

“Official Statement” shall mean the final Official Statement for the Bonds dated _____, 2023.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Resolution” shall mean the resolutions duly adopted by the Issuer authorizing the issuance, sale and delivery of the Bonds.

“Rule” shall mean Rule 15c2-12 promulgated by the SEC pursuant to the 1934 Act, as the same may be amended from time to time.

“SEC” shall mean the Securities and Exchange Commission.

“State” shall mean the State of Michigan.

SECTION 3. Provision of Annual Reports.

(a) Each year, the Issuer shall provide, or shall cause the Dissemination Agent to provide, on or prior to the end of the sixth month after the end of the fiscal year of the Issuer commencing with the fiscal year ending June 30, 2023, to EMMA an Annual Report for the preceding fiscal year which is consistent with the requirements of Section 4 of this Agreement. Currently, the Issuer’s fiscal year ends on June 30. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by specific reference other information as provided in Section 4 of this Agreement; provided, however, that if the audited financial statements of the Issuer are not available by the deadline for filing the Annual Report, they shall be provided when and if available, and unaudited financial statements in a format similar to the financial statements contained in the Official Statement shall be included in the Annual Report.

(b) The Annual Report shall be submitted to EMMA either through a web-based electronic submission interface or through electronic computer-to-computer data connections with EMMA in accordance with the submission process, document format and configuration requirements established by the MSRB. The Annual Report shall also include all related information required by MSRB to accurately identify: (i) the category of information being provided; (ii) the period covered by the Annual Report; (iii) the issues or specific securities to which the Annual Report is related (including CUSIP number, Issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate); (iv) the name of any

obligated person other than the Issuer; (v) the name and date of the document; and (vi) contact information for the Dissemination Agent or the Issuer's submitter.

(c) If the Issuer is unable to provide to EMMA an Annual Report by the date required in subsection (a), the Issuer shall send a notice in a timely manner to the MSRB in substantially the form attached as Appendix A.

(d) If the Issuer's fiscal year changes, the Issuer shall send a notice of such change to the MSRB in substantially the form attached as Appendix B. If such change will result in the Issuer's fiscal year ending on a date later than the ending date prior to such change, the Issuer shall provide notice of such change to the MSRB on or prior to the deadline for filing the Annual Report in effect when the Issuer operated under its prior fiscal year. Such notice may be provided to the MSRB along with the Annual Report, provided that it is filed at or prior to the deadline described above.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) audited financial statements of the Issuer prepared pursuant to State laws, administrative rules and guidelines and pursuant to accounting and reporting policies conforming in all material respects to generally accepted accounting principles as applicable to governmental units as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board and in effect from time to time; and

(b) additional annual financial information and operating data as set forth in the Official Statement under "CONTINUING DISCLOSURE".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which previously have been provided to each of the Repositories or filed with the SEC. If the document included by specific reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) The Issuer covenants to provide, or cause to be provided, notice in a timely manner not in excess of ten business days of the occurrence of any of the following events with respect to the Bonds in accordance with the Rule:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

- (7) modifications to rights of security holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the securities, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Issuer or other obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving the Issuer or other obligated person or the sale of all or substantially all of the assets of the Issuer or other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a Financial Obligation of the Issuer or other obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or other obligated person, any of which affect security holders, if material;
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer or other obligated person, any of which reflect financial difficulties.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall as soon as possible determine if such event would constitute material information for the Bondholders, provided that any event other than those listed under Section 5(a)(2), (6), (7), (8), (10), (13), (14) or (15) above will always be deemed to be material. Events listed under Section 5(a)(6) and (8) above will always be deemed to be material except with respect to that portion of those events which must be determined to be material.

(c) The Issuer shall promptly cause a notice of the occurrence of a Listed Event, determined to be material in accordance with the Rule, to be electronically filed with EMMA, together with a significant event notice cover sheet substantially in the form attached as Appendix C. In connection with providing a notice of the occurrence of a Listed Event described in Section 5(a)(9) above, the Issuer shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(d) The Issuer acknowledges that the “rating changes” referred to above in Section 5(a)(11) of this Agreement may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Issuer is liable.

(e) The Issuer acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the Issuer does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

SECTION 6. Termination of Reporting Obligation.

(a) The Issuer's obligations under this Agreement shall terminate upon the legal defeasance of the Resolution or the prior redemption or payment in full of all of the Bonds.

(b) This Agreement, or any provision hereof, shall be null and void in the event that the Issuer (i) receives an opinion of nationally recognized bond counsel, addressed to the Issuer, to the effect that those portions of the Rule, which require such provisions of this Agreement, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, amended or modified, or are otherwise deemed to be inapplicable to the Bonds, as shall be specified in such opinion, and (ii) delivers notice to such effect to the MSRB.

SECTION 7. Dissemination Agent. The Issuer, from time to time, may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

SECTION 8. Amendment. Notwithstanding any other provision of this Agreement, this Agreement may be amended, and any provision of this Agreement may be waived to the effect that:

(a) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the Issuer, or the types of business in which the Issuer is engaged;

(b) this Agreement as so amended or taking into account such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, in the opinion of independent legal counsel; and

(c) such amendment or waiver does not materially impair the interests of the Bondholders, in the opinion of independent legal counsel.

If the amendment or waiver results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Agreement, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. If the amendment or waiver involves a change in the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared based on the new accounting principles and those prepared based on the former accounting principles. The comparison should include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison should also be quantitative. A notice of the change in the accounting principles should be sent by the Issuer to the MSRB. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

SECTION 9. Additional Information. Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed an Event of Default under the Resolution or the Bonds, and the sole remedy under this Agreement in the event of any failure of the Issuer to comply with the Agreement shall be an action to compel performance.

SECTION 11. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement.

SECTION 12. Beneficiaries. This Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter, and the Bondholders and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Agreement shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Agreement addresses matters of federal securities laws, including the Rule, this Agreement shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

LIVONIA PUBLIC SCHOOLS
SCHOOL DISTRICT
COUNTY OF WAYNE
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____, 2023

APPENDIX A

NOTICE TO THE MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Livonia Public Schools School District, Wayne County, Michigan

Name of Bond Issue: 2023 School Building and Site Bonds, Series II (General Obligation - Unlimited Tax)

Date of Bonds: _____, 2023

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of its Continuing Disclosure Agreement with respect to the Bonds. The Issuer anticipates that the Annual Report will be filed by _____.

LIVONIA PUBLIC SCHOOLS SCHOOL
DISTRICT
COUNTY OF WAYNE
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____



APPENDIX B

NOTICE TO THE MSRB OF CHANGE IN ISSUER'S FISCAL YEAR

Name of Issuer: Livonia Public Schools School District, Wayne County, Michigan

Name of Bond Issue: 2023 School Building and Site Bonds, Series II (General Obligation - Unlimited Tax)

Date of Bonds: _____, 2023

NOTICE IS HEREBY GIVEN that the Issuer's fiscal year has changed. Previously, the Issuer's fiscal year ended on _____. It now ends on _____.

LIVONIA PUBLIC SCHOOLS SCHOOL
DISTRICT
COUNTY OF WAYNE
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____



APPENDIX C

SIGNIFICANT EVENT NOTICE COVER SHEET

This cover sheet and significant event notice should be provided in an electronic format to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or other Obligated Person's Name: _____

Issuer's Six-Digit CUSIP Number(s): _____

or Nine-Digit CUSIP Number(s) to which this significant event notice relates: _____

Number of pages of attached significant event notice: _____

Description of Significant Events Notice (Check One):

1. _____ Principal and interest payment delinquencies
2. _____ Non-payment related defaults
3. _____ Unscheduled draws on debt service reserves reflecting financial difficulties
4. _____ Unscheduled draws on credit enhancements reflecting financial difficulties
5. _____ Substitution of credit or liquidity providers, or their failure to perform
6. _____ Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. _____ Modifications to rights of security holders
8. _____ Bond calls
9. _____ Tender offers
10. _____ Defeasances
11. _____ Release, substitution, or sale of property securing repayment of the securities
12. _____ Rating changes
13. _____ Bankruptcy, insolvency, receivership or similar event of the Issuer or other obligated person
14. _____ The consummation of a merger, consolidation, or acquisition involving the Issuer or other obligated person or the sale of all or substantially all of the assets of the Issuer or other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms
15. _____ Appointment of a successor or additional trustee or the change of name of a trustee
16. _____ Incurrence of a financial obligation of the Issuer or other obligated person
17. _____ Agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation that affect security holders
18. _____ Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer or other obligated person that reflect financial difficulties
19. _____ Other significant event notice (specify) _____

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Employer: _____

Address: _____

City, State, Zip Code: _____

Voice Telephone Number: (_____) _____

The MSRB Gateway is www.msrb.org or through the EMMA portal at emma.msrb.org/submission/Submission_Portal.aspx. Contact the MSRB at (703) 797-6600 with questions regarding this form or the dissemination of this notice. The cover sheet and notice may also be faxed to the MAC at (313) 963-0943.

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
December 12, 2022**

TOPIC: **Approval of Teachers**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and offer employment for the 2022-23 school year to the teachers listed on the attached document.

RATIONALE:

These teachers have been interviewed, along with many other applicants, for the vacancies which existed in our instructional program. We believe these teachers are the most qualified for these positions and recommend they be approved for employment.

BUDGETARY INFORMATION:

The positions listed are within the 2022-23 budget.

RESOURCE PERSONNEL:

Anthony Abbate, Director of Human Resources
Jennifer Keatts, Director of Human Resources

EXHIBIT:

Attached

ljn

**2022-2023 School Year
New Teachers for Board of Education Approval
12/6/2022**

NAME	DEGREE/SCHOOL	FTE	ASSIGNMENT	MOST RECENT EXPERIENCE	TOTAL YEARS OF EXPERIENCE	STEP
Gearns, Katherine	Bachelor of Arts in Comprehensive Science and Arts for Teaching Grand Valley State University Bachelor of Arts in Special Education Grand Valley State University	(1.0)	Resource Room Teacher Webster Elementary School December 5, 2022	Ferndale Public Schools Special Education Level 4 Teacher	5 years	Step 5 (BA, BA) 5 years probation
Hutko, Alexandra	Bachelor of Arts in Special Education Michigan State University	(1.0)	Resource Room Teacher Kennedy Elementary School November 28, 2022	Ferndale Public Schools Special Education Teacher: 6-8 ELA Resource Room	3 years	Step 3 (BA) 5 years probation 83
Vipond, Christina	Master of Arts in Speech and Language Pathology Central Michigan University Bachelor of Applied Arts in Communication Disorders Central Michigan University	(1.0)	Speech/Language Therapist Frost Middle School December 12, 2022	Wexford-Missaukee ISD Speech and Language Pathologist	21 years	Step 13 (MA) 2 years probation

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
December 12, 2022**

TOPIC: Resignation

RECOMMENDATION:

As authorized in the Board of Education motion of June 13, 2022, the following resignation has been accepted by the superintendent:

<u>Name</u>	<u>Date Effective</u>
Danielle Daniels	November 30, 2022

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Jennifer Keatts, Director of Human Resources
Anthony Abbate, Director of Human Resources

EXHIBIT:

None

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
December 12, 2022**

TOPIC: Resolution of Appreciation for an Employee Who is Retiring

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District adopt the attached resolution of appreciation for services rendered by:

Kathryn Lamont

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Jennifer Keatts, Director of Human Resources
Anthony Abbate, Director of Human Resources

EXHIBIT:

Attached resolution

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
December 12, 2022**

RESOLUTION

Kathryn Lamont

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Kathryn Lamont will retire from the District on December 31, 2022; and,

WHEREAS, Kathryn Lamont has devoted 17.3 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional in the Transportation Department; and,

WHEREAS, She has given conscientious, careful, and loyal service to the students, staff, and community during her tenure with the Livonia Public Schools;

NOW, THEREFORE, BE IT RESOLVED That the Board of Education does hereby express its deep appreciation to Kathryn Lamont for her countless contributions to our school system and extends best wishes for an enjoyable and rewarding retirement.

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
December 12, 2022**

TOPIC: First Reading of Board Policies

RECOMMENDATION:

The Policy Committee has reviewed the proposed revisions for the following policies:

INSTRUCTIONAL PROGRAM

- IDDA - Special Education Programs
- IDDD - Programs for the Academically Talented
- II - Systemwide Assessment Program
- IIA - Testing Programs (Removal of Policy)
- IIC - Use and Dissemination of Assessment Results

RATIONALE:

This is the first reading for these policies and is provided for Board review and possible adoption at a future meeting.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Theresa O'Brien, Chief Academic Officer

EXHIBITS:

Attached

Off/Supt/jw

BOARD POLICY

IDDA

INSTRUCTIONAL PROGRAM SPECIAL EDUCATION PROGRAMS

MARCH 16, 2015

~~The Board of Education provides special programs and services to meet the needs of its students with special needs. These programs and services will be coordinated by the Department of Student Services, which interprets and operates these services according to law.~~

The School District will provide eligible students with Individualized Education Plans (IEP) programming and services to meet their needs. These programs and services will be coordinated by the Department of Student Services and its staff. The District will abide by all applicable laws, including State and Federal laws such as Michigan Administrative Rules for Special Education (MARSE) and Individuals with Disability Education Act (IDEA).

LEGAL REF.: 20 USC 1400 *et seq.*; 34 CFR Part 300; 29 USC 705(20), 794-794b; 34 CFR Part 104;

MCL, 380.4 *et seq.* 380.1311; 380.1703; 380.1751 to 380.1766; 388.1009a; 388.1651a, 388.1652; 388.1653a; 388.1654; 388.1656; R340.1701 *et seq.*

BOARD POLICY

IDDD

INSTRUCTIONAL PROGRAM PROGRAMS FOR THE GIFTED **ACADEMICALLY TALENTED**

~~JUNE 20, 1988~~

~~The Board of Education shall encourage the staff to seek out those organizational arrangements, teaching methods and other instructional provisions for providing the appropriate learning and development of all academically talented and otherwise gifted students. To this end, pilot programs may be established, and studies and research conducted to ascertain appropriate curricular and instructional means for accomplishing the above objective.~~

The School District will provide academically talented students access to learning opportunities both in general education classrooms and in magnet programs, to meet their needs. These programs and services will be coordinated by the directors of elementary and secondary education with the support of the Academic Services Department.

Staff may conduct studies and research to ascertain appropriate curricular and instructional opportunities and programming for academically talented students.

BOARD POLICY

II

INSTRUCTIONAL PROGRAM **DATE**
SYSTEMWIDE ASSESSMENT ~~**STANDARDIZED TESTING PROGRAM**~~

The purpose of the systemwide assessment program is to plan appropriate instructional activities for each student in addition to providing the School District and each school essential information on the growth and achievement of our learners.

The School District will select and administer a series of aptitude, diagnostic and standardized achievement assessments, which provide information related to a student's learning potential as well as longitudinal achievement data on individual learners and cohorts of students in the District. Other appropriate assessments may be used for diagnostic purposes.

The School District shall assess learning based on the current standards and curriculum being used in classrooms across the District. This includes, but is not limited to, school improvement assessments, common course and grade level assessments, and unit tests. These assessments, along with standardized assessments, provide a broader picture of a student's abilities and attainment of standards. In addition, surveys and student focus groups provide a "picture" of students' thoughts, feelings and attitudes.

BOARD POLICY

II

INSTRUCTIONAL PROGRAM SYSTEMWIDE STANDARDIZED TESTING PROGRAM

~~JUNE 20, 1988~~

Reviewed 5/2014

The school district shall establish, maintain and implement a systemwide testing program for the purpose of determining scholastic aptitude and the levels of achievement of pupils attending schools.

The purposes of the standardized measures of aptitude and achievement are to:

1. Establish the needs to be met by the instructional program;
2. Determine the effectiveness of the instructional program;
3. Assist teachers in individualizing instruction by providing diagnostic information about pupils.

The purpose of the system-wide testing program is to encourage the design of improved instructional activities for each pupil.

LEGAL REF.: MCL 388.1081 to 388.1083; R340.1101 to R340.1107

BOARD POLICY

IIA

INSTRUCTIONAL PROGRAM TESTING PROGRAMS

JUNE 20, 1988

The Board of Education expects the staff to select and administer a series of mental capacity tests and standardized achievement tests, particularly in the areas of the so-called basic skills and study skills, as one source of data indicating the nature of the students' potential and of their longitudinal achievement as they progress through the schools. Other appropriate tests may be used on an optional basis for diagnostic purposes.

Although it is the general attitude of this Board that reasonable limits should be placed on the administering of tests to students, it is permissible to administer selected so-called external tests to those students desiring to take the same for college entrance, scholarships, academic competition, and college placement.

The Board of Education encourages the staff to examine continually the values which reflect the objectives of the School System, the needs of students, and the circumstances in society which indicate the necessity for new or different educational experiences. As a result of such study and reexamination, the staff is further encouraged to seek better means for assessing learning in such areas as the cognitive abilities including inductive thinking, the process of inquiry, critical thinking, and the process of problem-solving. Also, it is expected that assessment means should be found or devised through which data may be gathered regarding learning in the so-called "affective domain," including such factors as feelings, attitudes, and appreciations.

LEGAL REF.: MCL 388.1081*et seq.*; R340.1101 TO R340.1107

BOARD POLICY

IIC

INSTRUCTIONAL PROGRAM USE AND DISSEMINATION OF TEST ASSESSMENT RESULTS

~~JUNE 20, 1988~~

~~All parents and students 18 and over have full access to all educational records or data relating to the student. Student records will not be released to a third party without prior written consent of the parents or the student if over 18, with exceptions made for other school officials and governmental education agencies or as otherwise provided by law.~~

The District will provide all parents/guardians and students who are over 18, full access to personal educational data. Student records will not be released to a third party without prior written consent of the parent/guardian or student (if over 18), with the exceptions made for Livonia Public Schools staff, governmental educational agencies or other persons as provided by law.

LEGAL REF.: 20 USC 1232g *et seq.*