

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION**

**Committee of the Whole  
March 11, 2024 - 6:30 PM  
Board Room  
15125 Farmington Road  
Livonia, Michigan 48154**

**AGENDA**

- I. AUDIENCE COMMUNICATIONS**
- II. COMMITTEE OF THE WHOLE**
  - Bradford, Chair; Acosta; Bonifield; Burton; Frank; Jarvis; Johnson**
  - A. MASB 2024 Spring Institute 3**
    - K. Bradford**
  - B. Purchase Agreement for Sale of Property to the City of Livonia 4**
    - P. Francis**
- III. FINANCE COMMITTEE**
  - Bonifield, Chair; Acosta; Jarvis**
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    - A. Smith, A. Oquist**
  - B. Financial Update 18**
    - A. Smith**
  - C. LPS Merchandise Purchase 20**
    - A. Smith**
- IV. CURRICULUM COMMITTEE**
  - Acosta, Chair; Bonifield; Bradford**
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    - K. Etue**
- V. BUILDING & SITE COMMITTEE**
  - Burton, Chair; Bradford; Frank**
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**Price Meals**

**P. Francis**

**C. Administrative Procedures - Students**

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**P. Francis**

**VII. PERSONNEL COMMITTEE**

**Johnson, Chair; Burton; Frank**

**VIII. LEGISLATIVE COMMITTEE**

**Jarvis, Chair; Acosta; Burton**



# Livonia Public Schools

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## *Board of Education*

Date: March 06, 2024

To: Andrea Oquist, Superintendent

From: Karen Bradford, President, Board of Education

Re: MASB 2024 Spring Institute

The Michigan Association of School Boards (MASB) hosts quarterly educational series referred to as “Institutes” for school board members throughout the state of Michigan. The MASB 2024 Spring Institute takes place on April 19, 2024-April 20, 2024 in Lansing, Michigan. The MASB 2024 Spring Institute provides Board members with comprehensive Board Member Certification (CBA) classes, workshops, and networking opportunities.

I would like to request to be placed on the Committee of the Whole agenda during the Committee of the Whole meeting of Monday, March 11, 2024 to discuss Board member participation in the MASB 2024 Spring Institute.



# Livonia Public Schools

*District Services*

Date: March 8, 2024

To: Andrea Oquist, Superintendent

From: Phillip Francis, Assistant Superintendent of District Services

Re: Purchase Agreement for Sale of Property to the City of Livonia

I would like the opportunity to discuss the purchase agreement for the sale of a portion of the Bentley property to the City of Livonia at the next Committee of the Whole meeting on Monday, March 11, 2024. Specifically, we are recommended the sale of 4.08+/- of the 17.14+/- acres the district owns at the former Bentley property site. The City of Livonia is in the process of building a senior center on land owned by the city, but would like to purchase approximately 4 acres from the district in order to create a parking area for the senior center. The agreed upon purchase price is \$100,000 per acre, which would mean a final sale price of \$408,000. This proposed sale has previously been discussed with Board at an earlier Study Session.

Please contact me if you have questions. Thank you.

Attachments

PF/ko

c: Board of Education

## OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED, the CITY OF LIVONIA (“Purchaser”), hereby offers and agrees to purchase from LIVONIA PUBLIC SCHOOLS (“Seller”) the following vacant real property situated in the City of Livonia, Wayne County, Michigan, described as follows:

4.08 +/- acres of 17.14 +/- acres of vacant land, being a portion of the property formerly known as Bentley High School, located on the south side of Five Mile Road between Farmington Road and Merriman Road, a portion of Sidwell Number 46-085-02-0001-001, subject to survey in accordance with Paragraph 2 below, more particularly described and depicted on **Exhibit A** attached hereto (the “Premises”),

together with all improvements and appurtenances, if any, now on the Premises, subject to existing building and use restrictions, and easements, if any, and zoning ordinances upon the following conditions:

THE SALE TO BE CONSUMMATED BY CASH SALE: Delivery of the Warranty Deed attached hereto and marked as **Exhibit B** conveying marketable title at Closing to the Premises. The purchase price for the Premises shall be the sum of One Hundred Thousand and 00/100 (\$100,000.00) Dollars per acre and prorated for partial acres, subject to Survey as provided for in Paragraph 2 below (the “Purchase Price”) payable by Purchaser at Closing in cash, certified check, or direct wire transfer at the option of Seller.

2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible with a Commitment for Title Insurance with the standard exceptions (the “Commitment”), issued by First American Title Insurance Company (the “Title Company”) in an amount not less than the Purchase Price bearing date later than the acceptance hereof with policy pursuant thereto to be issued insuring Purchaser. Additionally, Purchaser shall be required to obtain an ALTA survey, at its sole cost and expense, sufficient to obtain the Lot Split shown in **Exhibit A** and outlined in Paragraph 10(D) below, which accurately describes and reflects the Premises (“Survey”) within ninety (90) days of the Date of this Offer and, if desired, verify that said Survey is sufficient to allow the Title Company to issue a Commitment without said standard exceptions. Once said Survey is obtained by Purchaser and reviewed and accepted by Seller, the legal description in the Survey shall update **Exhibit A**, the legal description of the Premises. The Survey shall be certified to the Seller, the Purchaser and the Title Company. Upon Closing, Seller shall pay for and order a title insurance policy consistent with the Commitment which Seller shall have updated to the date of Closing.

3. In the event of default of the terms and conditions of this Offer by the Purchaser hereunder, the Seller may, at its option, elect to enforce the terms hereof by specific performance or declare a breach hereunder, terminate this Offer and retain the Earnest Money Deposit as liquidated damages.

4. In the event of default of the terms and conditions of this Offer by the Seller hereunder, the Purchaser may, at its option, elect to enforce the terms hereof by specific performance or demand,

and be entitled to, an immediate refund of its entire Earnest Money Deposit in full termination of this Offer.

5. If written objection to the title Commitment and Survey is made within ten (10) days of delivery of the title Commitment and Survey, that the Commitment or Survey is not in the condition required for performance hereunder, the Seller shall have thirty (30) days from the date it receives notice in writing of the particular defects claimed either to: (1) remedy the title Commitment and/or Survey defects set forth in said written notice, although Seller shall have no obligation to cure or to obtain insurance over such defects; or (2) refund the Earnest Money Deposit in full termination of this Offer. Notwithstanding the above, Purchaser may, at any time during the thirty (30) day cure period, waive the conditions of this Paragraph 5 and accept the title in its "As Is" condition. If the Seller is able to remedy such defects within the time specified as evidenced by written notification, a revised Commitment or endorsement to the Commitment, the Purchaser agrees to complete the sale in accordance with the Closing date set forth in Paragraph 12.

6. All special assessments which have been levied and due and payable upon the Premises as of the Date of this Offer shall be paid by the Seller. All special assessments which are levied and due and payable after the Date of this Offer shall be paid by the Purchaser. All real property taxes on the Premises shall be prorated and adjusted as of the date of Closing in accordance with DUE DATE basis of the municipality or taxing unit in which the Premises is located, under the assumptions that taxes are paid in advance and that summer and winter taxes are due and payable July 1 and December 1 respectively. Water and other utility bills shall be prorated and adjusted as of the date of Closing. The Seller shall be responsible for the payment of any applicable transfer taxes associated with this transaction and the Purchaser shall be responsible for all applicable recording fees, including, but not limited to, the fees required for recording the Warranty Deed. All other Closing costs will be split equally between Purchaser and Seller and reflected on the final Closing Statement.

7. It is understood that this Offer is irrevocable for forty-five (45) days from the date hereof. If this Offer is accepted by the Seller, the Purchaser agrees to complete the purchase of the Premises within the time indicated in Paragraph 12.

8. Within three (3) business days of the Date of this Offer, Purchaser shall deposit the sum of Twenty Five Thousand and 00/100 (\$25,000.00) Dollars (the "Earnest Money Deposit") to be held by the Seller and applied to the Purchase Price if the sale is consummated. The Seller shall not be responsible to the Purchaser for any interest associated with the subject Earnest Money Deposit.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

10. This Offer and all of Purchaser's obligations hereunder are contingent upon all of the following:

A. Purchaser's satisfaction with the Premises following Purchaser's testing, analysis, inspection and evaluation of the Premises ("Purchaser's Evaluations"). Purchaser shall have ninety (90) days after the Date of this Offer ("Inspection Period") in which to conduct such investigations, evaluations and testing of the Premises (both above ground and below ground)

as Purchaser deems appropriate in order to determine if the Premises are satisfactory and suitable for Purchaser's intended use and enjoyment. Purchaser's Evaluations may include, but shall not be limited to: (i) a physical inspection of all aspects of the Premises; (ii) an environmental analysis and investigation of the Premises; (iii) an analysis of the availability of any federal, state or local tax abatements or property tax reductions for the Premises; (iv) a verification that there are no existing special assessments affecting the Premises; (v) investigating the availability and condition of utility and sewage services and systems including, but not limited to, gas, water, electricity, sanitary sewer, storm sewer and telephone services and systems; (vi) making soil tests, borings and other engineering, environmental and architectural tests and evaluations; (vii) reviewing and analyzing all applicable building and use restrictions, zoning ordinances, building codes and all other federal, state and local statutes, codes, ordinances, rules and regulations relating to the ownership, development or use of the Premises; and (viii) analyzing the results of any survey. Upon completion of Purchaser's Evaluations, Purchaser shall, at its sole cost and expense, restore the Premises to a condition as good as its condition prior to such Evaluations. During the term of the Inspection Period and at all times prior to Closing, Purchaser, its employees, agents, representatives, engineers, inspectors and surveyors (collectively "Representatives"), shall have the right of access to the Premises at all times for the purposes of performing Purchaser's Evaluations provided Purchaser has executed the attached Release and marked as **Exhibit C** and obtained such a Release from its Representatives. Each party hereto agrees to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors, subcontractors, consultants, Representatives or agents. This provision shall not be construed as a waiver of any governmental immunity by the Seller or Purchaser or any of their agencies, or employees, as provided by statute or modified by court decisions.

B. In the event that Purchaser is dissatisfied with the results of Purchaser's Evaluations and Purchaser has notified Seller in writing prior to the expiration of said Inspection Period, Purchaser shall have the option to rescind and terminate this Offer and Seller shall return all of Purchaser's Earnest Money Deposit paid as of that time, provided that Purchaser delivers to the Seller, free of charge, a copy of, in both electronic and hard copy formats, any and all documents, engineering plans, construction drawings, reports, assessments, surveys or site plans and any other work product prepared by, or on behalf of, Purchaser in accordance with this Paragraph 10 or for the development of the Premises (the "Documents") and shall represent and warrant to the Seller that upon delivery of the Documents that the Documents are assigned to Seller and/or the Seller has permission from any and all other preparers of the Documents, to use the same in connection with the Premises. All of Purchaser's Evaluations shall be performed at the Purchaser's sole cost and expense. At any time during the Inspection Period, Purchaser may elect to purchase the Premises for the Purchase Price, less the Earnest Money Deposit, by notifying the Seller in writing, and the Closing shall take place in accordance with Paragraph 12.

C. PURCHASER ACKNOWLEDGES THAT ONCE THE INSPECTION PERIOD EXPIRES PURCHASER HAS ACCEPTED THE PREMISES PURSUANT TO THIS PARAGRAPH AND PURCHASER TAKES THE PREMISES "AS IS". EXCEPT AS PROVIDED IN PARAGRAPHS 11 AND 12 BELOW, SELLER HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO, EXTERIOR (E.G., SOIL, SURFACE WATER AND GROUNDWATER) CONDITIONS OF THE PREMISES, EASEMENTS, BUILDING AND

USE RESTRICTIONS, AVAILABILITY OF UTILITIES, OR ANY OTHER MATTER CONTEMPLATED IN THIS PARAGRAPH 10, AND THAT PURCHASER ASSUMES ALL RESPONSIBILITY FOR ANY INJURIES, CONDITIONS OR DAMAGES CAUSED BY ANY SUCH MATTERS UPON TRANSFER OF TITLE. EXCEPT AS SPECIFICALLY PROVIDED IN THIS OFFER, UPON CLOSING, PURCHASER WAIVES AND RELEASES SELLER FROM ALL CLAIMS OR CAUSES OF ACTION THAT PURCHASER MAY NOW OR HEREAFTER HAVE, KNOWN OR UNKNOWN, AGAINST SELLER RELATING TO THE PREMISES, THIS OFFER OR ARISING UNDER ANY FEDERAL, STATE, OR LOCAL LAW, REGULATION, ORDINANCE, OR CODE THAT RELATES TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES.

D. On or before the expiration of the Inspection Period, Purchaser, at its sole cost and expense, shall be obligated to obtain a new Sidwell number for the Premises and shall obtain lot split approval from the City of Livonia's Assessor to separate the Premises from its larger parent parcel (Sidwell No: 46-085-02-0001-001), which contains a total 17.14 +/- acres, all as confirmed by the Survey required in paragraph 2, at or prior to closing.

11. Seller represents and warrants that to the best of its present knowledge there are no judicial or administrative proceedings pending or threatened against the Premises and Seller is not aware of any facts which might result in any action, suit or other proceedings.

12. If this Offer is accepted by Seller and if Title can be conveyed in the condition required within this Offer, Purchaser agrees to complete the sale and close within ten (10) days of the later of the satisfaction of the conditions listed in Paragraph 10 of this Offer or delivery of the title Commitment to Purchaser (the "Closing"). By the execution of this instrument the Purchaser acknowledges the receipt of a copy of this Offer. The Closing of this sale shall take place at the office of Clark Hill PLC, or as otherwise agreed to by the parties.

13. Purchaser shall be and remain responsible for any claims, suits, damages, costs, injuries, losses, and expenses resulting and arising from and out of Purchaser's or its officers, directors, Representatives, agents and/or employees' negligent occupancy, possession, use, evaluation and ownership of the Premises herein during the time this Offer is in existence except for such matters arising from the acts of negligence of Seller or Seller's agents and employees. This provision shall not be construed as a waiver of any governmental immunity by the Seller or Purchaser or any of their agencies, or employees, as provided by statute or modified by court decisions.

14. Seller and Purchaser each acknowledge that that no broker or real estate agency is involved in the negotiation or consummation of this transaction. Each party warrants and represents to the other that it is not obligated to pay any fee or commission to any broker or real estate agency in the negotiation or consummation of this transaction. To the extent permitted by law, each party agrees to indemnify and defend the other and hold the other harmless from any expense, claim or cause of action arising out of the breach of the foregoing warranty. This hold harmless provision shall not be construed as a waiver of any governmental immunity by the Seller or Purchaser or any of their agencies, or employees, as provided by statute or modified by court decisions.

15. From and after the Date of this Offer, Purchaser shall not initiate a zoning change or other proceeding affecting the Premises or do anything else which may tend to jeopardize or lessen Seller's interest in or the condition of the Premises without first obtaining prior written consent from Seller. If Seller approves of any such zoning change or proceeding affecting the Premises, Purchaser shall keep Seller informed of the progress of any such zoning change or proceeding and supply Seller with copies of any and all relevant approvals and documents applicable to such zoning change and/or proceeding.

16. For the purposes of the transaction contemplated by this Offer, the "Date of this Offer" is the date of acknowledgment of the signature of the last party to sign this Offer. Once the Seller accepts Purchaser's Offer, this Offer To Purchase Real Estate shall hereinafter be referred to as the "Offer."

17. Whenever in this Offer it is provided that notice must be given or an act performed or payment made on a certain date, and if such date falls on a Saturday, Sunday or holiday, the date of the notice of performance or payment shall be the next following business day.

18. No waiver of any of the provisions of this Offer shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

19. This Offer shall be governed by and construed in accordance with the laws of the State of Michigan regardless of whether any party may or hereafter become domiciled in another state. Venue shall be Wayne County, Michigan.

20. Purchaser shall not assign its rights or obligations under this Offer, without Seller's advance written consent, which consent is discretionary in Seller solely.

21. This Offer may be executed in one or more counterparts, all of which together will for all purposes constitute one agreement binding upon the parties.

22. This Offer along with all attachments constitutes the entire agreement of the parties regarding the subject matter herein and supersedes and terminates any and all prior or contemporaneous agreements, representations, understandings or dealings between the parties, either oral or written. This Offer may be amended only by a writing signed by the parties.

23. Notwithstanding anything contained herein to the contrary, Purchaser, at its sole cost and expense, shall be obligated to develop and use the Premises in accordance with the planned use and concept attached hereto and made a part hereof as **Exhibit D** (the "Concept Plan"). These obligations of Purchaser shall survive the Closing. If the Concept Plan is modified substantially by the Purchaser, the Seller shall have a right to approve the modified concept plan or terminate this Offer and retain the Earnest Money Deposit.

24. Seller acknowledges receipt from the Purchaser of the Earnest Money Deposit above mentioned which will be returned forthwith if the foregoing Offer is not accepted within the time above set forth.

**PURCHASER:  
CITY OF LIVONIA**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:  
LIVONIA PUBLIC SCHOOLS**

By: \_\_\_\_\_

Its: Superintendent

Date: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

**(See Depiction of the Premises attached hereto)**

Land situated in the City of Livonia, Wayne County, Michigan, described as follows:

4.08 +/- acres of 17.14 +/- acres of vacant land, being a portion of the property formerly known as Bentley High School, located on the south side of Five Mile Road between Farmington Road and Merriman Road, a portion of Sidwell Number 46-085-02-0001-001, subject to Survey in accordance with Paragraph 2 of the Offer.

The entire 17.14 +/- acre site is legally described as follows:

LOTS 1 THRU 26 INCL EXC THE N 35 FT THEREOF ALSO LOTS 183 THRU 286 INCL ALSO ALL ADJ VAC STS AND ALLEYS LIVONIA PARK SUB T1S R9E L51 P92 WCR MORE PARTICULARLY DESC AS BEG S 00D 01M 50S E 88.00 FT AND S 89D 45M 00S E 664.55 FT FROM N 1/4 COR SEC 22 PROC TH S 89D 45M 00S E 621.00 FT TH S 00D 06M 10S E 1204.08 FT TH N 89D 14M 11S W 620.90 FT TH N 00D 09M 29S W 1199.18 FT TO POB

**Sidwell No:** A portion of 46-085-02-0001-001

**EXHIBIT B**

**WARRANTY DEED**

This Indenture made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between LIVONIA PUBLIC SCHOOLS (hereinafter called the "Grantor"), whose address is 15125 Farmington Road, Livonia, Michigan 48154, and the CITY OF LIVONIA (hereinafter called Grantee"), whose address is 33000 Civic Center Drive, Livonia, Michigan 48154. The Grantor hereby conveys and warrants to the Grantee the following described premises situated in the City of Livonia, Wayne County, Michigan, described as:

4.08 +/- acres of 17.14 +/- acres of vacant land, being a portion of the property formerly known as Bentley High School, located on the south side of Five Mile Road between Farmington Road and Merriman Road, a portion of Sidwell Number 46-085-02-0001-001, subject to Survey in accordance with Paragraph 2 of the Offer

Together with all tenements, hereditaments, appurtenances and improvements thereunto belonging or in any way appertaining for the sum of \_\_\_\_\_ and 00/100 (\$ \_\_\_\_\_ .00) Dollars paid to the Grantor.

Subject to:

1. Easements and building and use restrictions, if any;
2. Rights of the public, and any governmental authority in any part of the land taken, deeded, or used as a street, road or highway; and
3. Restrictions imposed by zoning ordinances or as part of a general plan.

Grantor grants to Grantee the right to make all applicable divisions under Section 108 of the Michigan Land Division Act, being Act No. 288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

**GRANTOR:**

**LIVONIA PUBLIC SCHOOLS**

By: \_\_\_\_\_

Its: \_\_\_\_\_



**EXHIBIT C**

**RELEASE AND HOLD HARMLESS**

The undersigned, in consideration of the permission of LIVONIA PUBLIC SCHOOLS (“Owner”) to enter upon the Premises owned by the Owner for purposes of inspecting the subject Premises in the furtherance of the undersigned’s relationship with any prospective purchaser of real property of the Owner, does hereby release and hold the Owner harmless from any and all damages, losses, liabilities, expenses, costs (including attorney fees) and claims incurred by the undersigned resulting in any way from the undersigned’s entering upon and inspecting any real property owned by the Owner except as may arise from the acts or omissions of Owner or Owner’s agents or employees.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT D**

**PURCHASER'S CONCEPT PLAN**

Purchaser intends to use the Premises as a Parking Lot for its new Senior Center



# Livonia Public Schools

*Finance Office*

Date: December 5, 2023  
To: Andrea Oquist, Superintendent  
From: Alison Smith, Chief Financial Officer  
Re: City of Livonia Tax Collection Fee Agreement

As you know, the City of Livonia collects school taxes on behalf of Livonia Public Schools. Over the past year, we have expressed a strong desire to City of Livonia administration and City Council to address the tax collection fee agreement held between Livonia Public Schools and the City of Livonia. The agreement was established 30 years ago and has not been updated since that time. The 1994 agreement set the initial fee for collecting taxes on behalf of schools for the school fiscal year ending June 30, 1994, at \$284,285. This fee was prorated to Livonia Public Schools (87%), Clarenceville Public Schools (8%), and Schoolcraft College (5%). The agreement calls for the fee to increase each year at the same rate as the contractual pay rates of the Local 192 city employees. For the 2023-24 school year, the fee has grown to roughly \$542,500, with \$472,000 of that being paid by Livonia Public Schools. This fee breaks down to just over \$12 per tax parcel.

Per Michigan Compiled Law 380.1611 and 380.1613, “reasonable expenses incurred by the city in assessing and collecting the school taxes, to the extent that those expenses are in addition to the expenses of assessing and collecting other taxes at the same time” may be charged to a school district. We believe \$472,000 goes well beyond the “in addition to” expenses incurred by the city on our district’s behalf. For context, the cost of the entire City Treasurer’s department for 2022 was \$526,496.

As we have shared with city leaders and members of city council during the finance and budget committee meeting on August 2, 2023, based on the information gathered from the other districts in Wayne County the overwhelming majority of municipalities (approximately 90%) do not charge a tax collection fee to their school district. For the very few that do, it is a much smaller fee and generally based on a per parcel amount. We reached out to the 20 largest municipalities in the State of Michigan regarding tax collection fees assessed to their local school districts and found they are consistent with those in Wayne

County. While some of these municipalities do charge the 1% administrative fee to residents as allowed by MCL 211.44 in lieu of assessing the district a fee, a number of them do not assess the 1% fee and still do not charge their school district a collection fee.

City Council called to order a Finance and Budget Committee meeting on December 12, 2023, specifically to discuss the subject matter of the City's agreement with the schools regarding tax collection. City Council expressed a willingness to renegotiate the tax collection agreement. District administration met with City administration on January 9, 2024, to discuss a new tax collection agreement. On January 17, 2024, City Council passed a resolution requesting administration to provide a report and recommendation as to the appropriate options and what the revised fee should be. Since that time, I know you, Ms. Oquist, have had the opportunity to discuss this matter with Mayor Brosnan and have been able to reach a tentative agreement that is now ready to be shared with both City Council and our Board of Education.

I would like to discuss with the Board of Education the proposed tax collection fee agreement with the City of Livonia. Please include this item on the agenda on the March 11, 2024, Finance Committee Meeting.

Thank you.

AS

c: Board of Education



# Livonia Public Schools

*Finance Office*

Date: March 6, 2023

To: Andrea Oquist, Superintendent

From: Alison Smith, Chief Financial Officer

Re: Financial Update

I would like to update the Board of Education on revenue and expenditure projections for the 2023-2024 school year as well as share information made available from the Governor's office on the projected 2024-25 School Aid budget. Please include this item on the agenda on the March 11, 2024 Finance Committee meeting.

Thank you.

AS

c: Board of Education

## Financial Update 3/11/2024

	<b>2023-24 First Amended</b>	<b>2023-24 March Update</b>
Beginning Fund Balance	\$31.5 M	\$31.5 M
Revenue	\$178.9 M	\$181.2 M
Expenditures	\$178.9 M	\$180.7 M
Ending Fund Balance	\$31.6 M	\$32.0 M
	17.7%	17.7%

**March Update Details:**

**2023-24 Revenue Adjustments:**

Wayne RESA Special Ed reimbursement	1,400,000
Section 27L Educator Compensation Program	600,000
Interest Earned on Investments	250,000
MPSERS Refund	100,000
LCTC & LTP Tuition	<u>(100,000.00)</u>
	2,250,000

**2023-24 Expenditure Adjustments:**

Shift Staff between General Fund and Funded Projects Fund	1,800,000
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Date: March 6, 2024

To: Andrea Oquist, Superintendent

From: Alison Smith, Chief Financial Officer

Re: LPS Merchandise Purchase

Since 1984, National PTA has designated one week in May as a special time to honor the individuals who lend their passion and skills to educating our children. Teacher Appreciation Week is celebrated during the first full week of May each year. Each year, the district looks for a special way to recognize the outstanding work of all our employees, both teachers and support staff. One way we can honor and recognize staff is by providing them an opportunity to select a piece of LPS spirit wear purchased for them by the district. We are looking to offer items such as a jacket, quarter-zip, polo, t-shirt, vest, scarf, and hat.

I would like to recommend to the Board of Education that we partner with MBS, Inc. out of Commerce Township, Michigan for their services in fulfilling this order for an amount not to exceed \$100,000 which breaks down to \$50 each for 2,000 staff members. MBS, Inc. has the resources to make this a seamless process for the district. They will create a website that staff can access to select their piece of LPS spirit wear. They follow up with staff if there are questions or any issues fulfilling their specific order. They will handle the embroidering of the LPS logo on each piece of merchandise. They will also individually bag, label and deliver the items to 27 locations across the district.

Please include this item on the agenda for the March 11, 2024, Finance Committee meeting.

Thank you.

AS

c: Board of Education



# Livonia Public Schools

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## Secondary Programs

Date: March 11, 2024  
To: Andrea Oquist, Superintendent  
From: Kevin Etue, Director  
SUBJ: LCTC Computer Lab Equipment Purchase

The Livonia Career Technical Center (LCTC) is requesting to purchase new computers and furniture for the Business Management and Computer Repair Classroom through 61a (added cost) funds. Through contract pricing the total cost for computers and furniture is \$89,304.35. CDW-G quoted \$40,950.00 for the purchase of 26 HP 840 G9 computers at \$1,575.00 per computer. Interior Environments quoted \$48,354.35 for the purchase of furniture.

As stated above, as part of the computer quote, 26 HP 840 G9 computers would be purchased for the classroom. The furniture quote would include a set of classroom tables, chairs, storage bins, and accessories for the classroom. Additionally, the furniture quote includes an installation cost of \$5,342.00.

I am asking this agenda item to be included as part of the Committee of the Whole meeting for March 11, 2024, with the intent to recommend to the Board of Education for approval at the Regular Board meeting on March 18, 2024.



# Livonia Public Schools

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## *Elementary Programs & District Services*

To: Andrea Oquist, Superintendent  
From: William Green, Director of Elementary Programs & District Services  
Date: March 11, 2024  
Subject: Naming of the Early Childhood Center

This August our Early Childhood Programs will depart Jackson Center and take residence in our new childhood center. As discussed at the March 4, 2024, Board of Education Study Session please include the update on the naming of this facility to the agenda for the March 11, 2024, Committee of the Whole meeting for further discussion on this topic.

Thank you,

William Green  
Director of Elementary Programs & District Services



# Livonia Public Schools

*District Services*

Date: March 7, 2024

To: Andrea Oquist, Superintendent

From: Phillip Francis, Assistant Superintendent of District Services

Re: Central Office Lot Lighting Replacement

I am requesting that the Central Office Lot Lighting Replacement purchase from the Sinking Fund be placed on the agenda for the March 11, 2024, Committee of the Whole meeting. This recommendation is for converting the existing lighting in the parking lot to LED at Central Office. The majority of the lights we have on the property is located in the bus yard.

We are recommending this purchase from Voss Lighting, Grand Rapids, Michigan in the amount of \$54,990, plus \$3,500 in contingency for a total of \$58,490.

Please contact me if you have questions. Thank you.

Attachments

PF

c: Board of Education



## Scope of Work

Voss Lighting shall perform the following work:

For the South Bus Yard:

For Bullhorn / Double Headed Poles -

- Remove (22) HID fixtures, and (11) bullhorns from (11) poles
- Replace with a cap, and drill new holes for the area lights
- Install (11) new LED area lights
- Position each LED area light following the lighting layout

For Single Headed Poles -

- Remove (6) HID flood lights
- Replace with (6) LED flood lights
- Position each LED flood light following the lighting layout

For the East Parking Lot / Front Central District:

- Remove the (4) old fixtures from (2) poles, (2) per pole
- Plug the holes
- Drill new holes in the side of the poles that face the district office, and install the new fixtures. (1) per pole

For the West Parking Lot / Rear Driveway:

- Remove the (6) old fixtures from (3) poles, (2) per pole
- Plug the holes in the side of the pole where fixtures will not be installed
- Install the new fixtures. (1) per pole

For the Fueling Station / Awning Lighting:

- Remove the (6) old fixtures
- Install (6) beauty plates
- Install (6) new canopy fixtures

- Dispose of all old fixtures and all bullhorns

## Installation Considerations

Our proposal is based on a normal 8-hour per day, 40-hour per week work schedule. Voss Lighting has included no provisions for shift work or overtime. This proposal does not include an engineering review or any and all upgrades to existing electrical installation(s).

Our pricing is based on our participation in Omnia/NCPA contract #02-83.

## Project Financials

Project Value	\$ 54,990.00
Less Estimated Rebates	\$ 2,320.00
Net Project Value	\$ 52,670.00

## How to get started

Total Project Value	\$ 54,990.00
Down Payment	\$ 21,996.00

NOTE: If Project Quotation is approved by Customer, Voss Lighting will then provide a contract for Customer signature. Upon your signature on this contract, product will be ordered and installation scheduled. NOTE: This Voss quote, or its contents in their entirety, must be included as an integral part of a subsequent prime contract, purchase order, work directive, or other legal prime directive. PROJECT CANCELLATIONS: Should project be delayed or cancelled, may be liable for any additional product cancellation fees, restocking charges, or price increases. Should the project be delayed beyond 30 days from original quotation date, the executed Voss Lighting contract will become void, our pricing will be reviewed for any necessary adjustments related to material and expense costs, labor costs, and other related costs that may be affected, and a new contract presented for Customer signature. PROJECT PRICE INCREASES: This quotation is based upon current product pricing and installation related costs. Quotation is guaranteed for 30 days from quotation date. After 30 days, our pricing will be reviewed for any necessary adjustments related to material and expense costs, labor costs, and other related costs that may be affected by an extended approval period. PROJECT WORK HOURS: Unless noted otherwise above, our quotation is based on onsite installation taking place on a normal 8-hour per day, 40-hour per week work schedule. Voss Lighting has included no provisions for shift work or overtime. PRICE: The quoted price includes all applicable taxes but no other fees that may be associated with this project. PRODUCT NON-STOCK ITEMS: Some products that we offer are not stock items in our warehouse and are ordered as needed. Such items are 'special order' and have extended lead times and are non-returnable. PRODUCT DELIVERY AND INSTALLATION DATES: Upon execution of the Voss Lighting contract, we will aggressively process and expedite your project. At that time, product delivery and onsite installation dates will be verified. Voss Lighting cannot accept responsibility for product production delays, delivery issues, and in climate weather that are beyond our control. TECL 30854: Regulated by the Texas Department of Licensing and Regulation. PO Box 12157, Austin, Texas 78711. 1-800-803-9292, 512-463-6699. Website: [www.license.state.tx.us/complaints](http://www.license.state.tx.us/complaints) OK 00164441 Concerning costs for goods and services that are part of the pricing quoted herein, in the event of unforeseen direct or indirect price escalation and increases due to general increases, trade tariffs, inflationary factors, increases in precious metals and other commodity items, and the like, all quoted pricing is subject to review and adjustment at the time of order being placed. Voss pricing is based on the assumed voltage at each fixture location being as stated in our proposal and all existing electrical installation is compliant with National Electrical Code and local jurisdiction Code requirements. If actual conditions are found to be different and/or non-compliant after proposal is submitted, Voss reserves the right to evaluate our pricing for cost impact(s) and associated price revision. Because rebate rules vary between utility companies, Voss Lighting cannot fully guarantee that every energy-saving measure included in this proposal will qualify for a rebate. This will be confirmed upon the commencing of project and/or post project utility audit. The estimated rebate amount stated in review of project by Voss and/or information/counts shared with Voss by this proposal are a good-faith estimate based on Customer. Voss shall notify the Customer in writing of such differentials and will submit necessary documentation, showing the difference between the estimated and actual rebate amounts, required for contract adjustment. Voss has not included the cost of performance, payment and maintenance bonds. However, we will furnish these bonds, if desired, for an additional cost.



## **LED Upgrade Audit:** Livonia Public Schools

**Prepared by:**  
Josh Paschen  
Voss Lighting  
02/27/2024

## Executive Summary

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We understand that organizations like yours are always looking for ways to reduce costs, increase efficiency and minimize your environmental footprint. Voss Lighting has performed a comprehensive lighting audit to identify ways to meet those objectives.

We have created a proposal that details solutions to meet those goals including estimated material and labor costs, energy and maintenance savings and potential return on investment. This proposal summarizes the value to your company when you move forward with this project.

This proposal is guaranteed for 30 days from proposal date. After 30 days, our pricing will be reviewed for any necessary adjustments related to material and expense costs, and other related costs that may be affected by an extended approval period. Due to recent and future trade tariffs on Chinese goods and general price increases, all quotes are subject to change at the time of order being place.

Josh Paschen

[josh.paschen@vosslighting.com](mailto:josh.paschen@vosslighting.com)

## Livonia Public Schools

General Scope of Proposed Work	Existing	After Retrofit
Number of Fixtures	38	22
Lighting System Energy Consumption (kW)	16.172	4.192
Current Utility Rate - \$/kWh	\$0.1000	
Energy & Demand Reduction		
Kilowatt-Hours (kWh) Reduced		52,472
Savings Summary		
First Year Total Savings		\$5,543
Financial Summary		
Project Cost		\$52,670.00
Less Rebates		\$2,320.00
Net Project Cost		\$50,350.00
Simple Payback		9.1 yrs
Overall Simple Return on Investment (ROI)		11.01%
Net Present Value (NPV)		-\$9,551.27
Internal Rate of Return (IRR)		1.79%
Monthly Cost of Delay		\$461.90



# Livonia Public Schools

*District Services*

Date: March 7, 2024

To: Andrea Oquist, Superintendent

From: Phillip Francis, Assistant Superintendent of District Services

Re: Bentley Track Repair

I am requesting that the Bentley Track Repair from the Sinking Fund be placed on the agenda for the March 11, 2024, Committee of the Whole meeting. This recommendation is for repairing the Bentley Track.

Mr. Lau invited four local paving companies the district has worked with in the past to bid on this project, but Nagle Paving Company, Novi, Michigan was the only company that chose to bid. I am recommending Nagle Paving Company as the low responsible bidder in the amount of \$109,890. The bid tab is accompanying this memo.

Please contact me if you have questions. Thank you.

Attachments

PF

c: Board of Education

**Bentley Track Repair  
 Central Office Complex (Charger Room)  
 March 1, 2024 - BID OPENING  
 12:00 P.M.**

<b>VENDORS BIDDING DESCRIPTION:</b>	<b>Nagle Paving Company</b>				
<b>TOTAL:</b>	<b>\$109, 890</b>				
<b>DEDUCT:</b>					
BID BOND:	X				
EQUAL OPPORTUNITY:	X				
SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT:	X				
IRAN SANCTIONS STATEMENT:	X				
ADDENDUM I:	X				
ADDENDUM II:					
FIRM REPRESENTATIVE PARTICIPATED IN MANDATORY PRE BID SITE INSPECTION <b>DEDUCT:</b>					30
PRICE FIRM FOR 90 DAYS:					
TERMS OF PAYMENT:					
ADDITIONAL SHEETS:					
<b>COMMENTS:</b>					
<b>GRAND TOTAL:</b>	<b>\$109,890.00</b>				
<b>RECORDED BY: Harry Lau</b>	<b>DATE: 3.1.24</b>		<b>WITNESSED BY:</b>	<b>Carl Roberts</b>	<b>DATE: 3.1.24</b>

**Bentley Track Repair  
 Central Office Complex (Charger Room)  
 March 1, 2024 - BID OPENING  
 12:00 P.M.**

<b>VENDORS BIDDING DESCRIPTION:</b>		<i>Nagle</i>		
<b>TOTAL:</b>		<i>\$109,890</i>		
<b>DEDUCT:</b>				
BID BOND:		✓		
EQUAL OPPORTUNITY:		✓		
SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT:		✓		
IRAN SANCTIONS STATEMENT:		✓		
ADDENDUM I:		✓		
ADDENDUM II:				
FIRM REPRESENTATIVE PARTICIPATED IN MANDATORY PRE BID SITE INSPECTION <b>DEDUCT:</b>				31
PRICE FIRM FOR 90 DAYS:				
TERMS OF PAYMENT:				
ADDITIONAL SHEETS:				
<b>COMMENTS:</b>				
<b>GRAND TOTAL:</b>				
<b>RECORDED BY: Harry Lau</b>	<b>DATE: 3.1.24</b>		<b>WITNESSED BY: Carl Roberts</b>	<b>DATE: 3.1.24</b>

*Harry C Lau*

*Carl Roberts*







# Livonia Public Schools

*District Services*

Date: March 7, 2024

To: Andrea Oquist, Superintendent

From: Phillip Francis, Assistant Superintendent of District Services

Re: Purchase of a Generator

I am requesting that the purchase of a generator from Michigan CAT, Novi, Michigan, in the amount of \$100,201 and funded via the General Fund, be placed on the agenda for the March 11, 2024, Committee of the Whole meeting. This would be a trailer-mounted generator, which means the district can use it wherever it may be needed. If purchased, it will replace the current trailer-mounted generator that is approximately 25 years old. Pricing is from Sourcewell Contract, which satisfies the Board's requirement to bid.

Please contact me if you have questions. Thank you.

Attachments

PF

c: Board of Education



Power Systems Division  
 25000 Novi Road  
 Novi, Michigan 48375

Quote: 23EDP-CITY OF LIVONIA-XQ125-Sourcewell-01  
 March 8, 2024  
 Page 1 of 2

PROJECT: CITY OF LIVONIA XQ125  
**Sourcewell Contract #092222-CAT**

Michigan CAT Power Systems Division is pleased to submit the following quotation for your consideration. Items not specifically mentioned in this proposal are the responsibility of others.

**Caterpillar XQ125 Portable Generator Set, with Trailer.**  
**See Spec Sheet LEXE0035-08 for detailed information.**  
**Price includes Pre-Delivery testing at our shop, & Delivery to site.**

**Total Quote**                      **\$ 100,201**

<b>Cat Generator</b>	<b>XQ125BM</b>
Generator List Price	\$ 114,854
SW Member Discount %	21%
SW Member Discount \$	\$ 24,119
<b>Sub-Total</b>	<b>\$ 90,735</b>
Net Priced items*	\$ -
<b>Sub-Total</b>	<b>\$ 90,735</b>
<b>Services / Source Goods</b>	<b>List Price</b>
delivery	\$ 5,053
start-up/comm	\$ 4,912
<b>Sub Total</b>	<b>\$ 11,228</b>
SW Member Discount	5%
SW Member Discount	\$ 498
<b>Services Total</b>	<b>\$ 9,467</b>

**NOTATIONS:**

1. Startup performed in our shop, by Michigan CAT Field Service Technician during normal Michigan CAT business hours.
2. Unless otherwise noted, price includes the standard warranty as offered by Caterpillar Inc. or the component manufacturer. No other warranty is express or implied.
3. An electronic submittal will be provided for approval.
4. All fuel by others.
5. All material, labor, installation, etc., not specifically stated in the quote is the responsibility of others.
6. Generator is FOB factory, freight to jobsite is allowed. Offloading, rigging, and installation are by others.
7. Lead times are approximate and are from receipt of written notice to proceed.
8. Delays requested in delivery can result in storage but will be invoiced as "stored material". Storage fees may apply.
9. Terms are net 30 days after invoice date. 30% will be invoiced upon approval of submittals, or release to manufacture equipment. 60% will be invoiced upon delivery of equipment. These payments (90%) must be made to Michigan CAT prior to start-up. The final 10% is due 10 days after engine startup by Michigan CAT service department but not to exceed 90 days from date of delivery.

Thank you for the opportunity to quote on this project. If you have any questions, please feel free to contact me.

Regards,

Edward D. Pellegrini  
Michigan Cat Power Systems  
Electric Power Generation, Account Manager  
313.350.8911

By signing here, I agree to purchase the above Caterpillar equipment per the terms and conditions attached to this Bill of Material.

\_\_\_\_\_  
Printed Customer Name

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MICHIGAN CAT POWER SYSTEMS**  
***A division of MacAllister Machinery Co. Inc. ("MacAllister")***  
**TERMS AND CONDITIONS OF SALE**

1. Both parties acknowledge and agree that recent unprecedented market circumstances, such as those in supply chains and transportation logistics, have resulted in high levels of unpredictability in the price of materials and product lead-times. Pricing for Equipment and services outlined in this quotation is current and approved for 15 days from the date listed on the quotation. After that 15-day period, even if the quoted price has been accepted by Buyer, MacAllister may, in its sole discretion, adjust the quoted price on written notice to Buyer. Such adjusted price will apply to all accepted, pending, unfilled, and future purchase orders. Within 15 days of receipt of such notice, Buyer may terminate the purchase order if it does not agree with the price increase, provided however that Buyer must pay any termination fees and actual costs incurred by MacAllister, if any, related to such termination.
2. Prices are subject to any applicable taxes.
3. Buyer acknowledges and agrees that MacAllister did not design or manufacture the Equipment and is not the agent of those that did. Standard manufacturer warranties apply. MACALLISTER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR SERVICES AND MAKES NO WARRANTIES AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR SERVICES OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. MACALLISTER MAKES NO WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY. THERE IS NO WARRANTY THAT THE EQUIPMENT OR SERVICES ARE SUITED FOR LESSEE'S INTENDED USE, OR THAT THE EQUIPMENT OR SERVICES ARE FREE FROM DEFECTS OR CONTAMINANTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THE AGREEMENT, MACALLISTER DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS TRANSACTION.
4. MACALLISTER WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM THE OPERATION, POSSESSION, OR USE OF THE EQUIPMENT, THE FAILURE OF SAID EQUIPMENT, OR FROM ANY DELAYS OCCASIONED THEREBY, AND BUYER AGREES TO DEFEND, INDEMNIFY, AND HOLD MACALLISTER HARMLESS FROM CLAIMS REGARDING SAME. MACALLISTER SPECIFICALLY DISCLAIMS ANY OBLIGATION BY IT TO ENSURE THAT THE EQUIPMENT COMPLIES WITH ANY PLANS, PERMITTING REQUIREMENTS, ORDINANCES, OR SPECIFICATIONS PROMULGATED BY OTHERS. IT IS THE OWNER'S SOLE RESPONSIBILITY TO ENSURE THAT THE EQUIPMENT WILL MEET LOCAL, STATE, AND FEDERAL ORDINANCES, REGULATIONS, AND EMISSION REQUIREMENTS.
5. All materials, labor, and installation required to complete the installation, but not specifically included with this quotation, is the responsibility of others.
6. MacAllister is an equipment supplier and not a subcontractor. Therefore, no retainage is to be withheld.
7. Unless otherwise stated on the quotation, terms of payment will be established upon receipt of an acceptable purchase order and receipt of a valid credit application. Equipment will be invoiced when it is available for Buyer pick up or delivery to jobsite. Delays by Buyer request of shipment or pick up will be subject to carrying charges of 2% per month on the unpaid balance commencing 15 days after notice of availability. Total purchase order amount will be invoiced no later than 12 months after date of purchase order. This quotation does not include unloading or installation of Equipment unless specifically indicated. All quoted onsite labor is based upon regular work hours. Additional charges apply to overtime labor. Delays during startup caused by others will be subject to additional charges.
8. Cancellation of Equipment after receipt of a written or verbal purchase order is subject to any cancellation charges incurred by MacAllister from suppliers of the Equipment. Any Equipment that cannot be cancelled will be assessed additional charges determined by MacAllister at the time of cancellation.
9. Typographic, stenographic, and mathematical errors are subject to correction.
10. MacAllister or its designated agent reserves the right to perform any necessary adjustments or modifications to the Equipment, including those that are made at the jobsite. If work rules preclude making these adjustments or modifications with MacAllister's designated personnel or agent, Buyer will make these adjustments or modifications at the Buyer's expense. MacAllister will not accept or honor any back charges or responsibility for such work performed.
11. MacAllister will not be liable or responsible to Buyer, nor will it be deemed to have defaulted under or breached this agreement, for any failure or delay in fulfilling or performing any term of the agreement, when such failure or delay is related to acts beyond its control, including, without limitation, the following: (a) acts of god; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) pandemics, epidemics, or other viral outbreaks; (e) government order or law; (f) actions, embargoes or blockades in effect on or after the date of this agreement; (g) action by any governmental authority; (h) national, regional, state, or local emergency; (i) strikes, labor stoppages or slowdowns, or other industrial or supplier disturbances; and (j) other events beyond the control of MacAllister.
12. Title to the Equipment will remain with MacAllister until full payment is received from Buyer. Risk of loss or damage to the Equipment becomes the responsibility of Buyer upon Buyer's receipt of such products f.o.b. point of shipment.
13. These terms and conditions are the only terms between Buyer and MacAllister with respect to the Equipment. There are no oral or other representations or agreements not included herein. Any reference in Buyer's purchase order, quote, or other document to other terms or conditions to control this transaction is void and rejected regardless of whether MacAllister executes such purchase order. Any use of or reference to Buyer's purchase order number on is for Buyer's convenience only.
14. MacAllister provides pricing on components that operate as a total system. These components could include generator set(s), enclosure, cooling system, exhaust, transfer switches, and paralleling switchgear. If any components of the system are purchased from others, then system operational performance and testing is the responsibility of others. MacAllister will not provide technicians or Equipment to perform any system testing unless MacAllister provides the total system.



Standby 110 kW, 137 kVA  
 Prime 100 kW, 125 kVA  
 U.S. EPA Tier 4 Final  
 60 Hz  
 1800 RPM

Image shown may not reflect actual configuration

### Specifications

Generator	Frequency	Voltage	Standby kW (kVA)	Prime kW (kVA)	Phase	Amp (A)
Standard	60 Hz	480/277V	110 (137)	100 (125)	3-phase	150.35
	60 Hz	208/120V	110 (137)	100 (125)	3-phase	346.97
	60 Hz	240/120V	65 (65)	65 (65)	1-phase	270.83
Optional	60 Hz	600V/349V	110 (137)	100 (125)	3-phase	120.28
	60 Hz	480V/277V	110 (137)	100 (125)	3-phase	150.35
	60 Hz	208/120V	110 (137)	100 (125)	3-phase	346.97
	60 Hz	240/120V	64 (64)	64 (64)	1-phase	266.67

Cat® C4.4 Diesel Engine	Metric	Imperial (English)
Configuration	I-4, 4-Stroke - Water Cooled Diesel	
Bore	105 mm	4.13 in
Stroke	127 mm	5 in
Displacement	4.4 L	268.5 in <sup>3</sup>
Aspiration	Turbocharged-Aftercooled	
Compression Ratio	16.5:1	
Engine rpm	1800	
Governor Type	ADEM™ A4	

## Features & Benefits

### Fuel/Emissions Strategy

- Meets U.S. EPA Tier 4 Final emission standards and CARB certified for non-road mobile applications at all 60 Hz ratings

### Design Criteria

- Meets ISO 8528 transient response and linear vibration
- Canadian Standards Association (CSA) Certified

### Single-source Supplier

- Package is factory designed and production tested
- Manufactured in ISO 9001:2000 certified Caterpillar facility

### Cat C4.4 Diesel Engine

- Four-stroke diesel engine with ACERT technology combined with electronic engine controller offers consistent performance and excellent fuel economy
- Series turbocharged with smart wastegate
- Low ownership costs enabled by a 3,000 hrs service interval for multi-vee belts and service free tappets
- Oil and fuel filter change intervals: 500 hrs

### Cat Clean Emissions Module (CEM)

- Engine mounted Aftertreatment module contains of Diesel Oxidation Catalyst (DOC) and Selective Catalytic Reduction (SCR)
- Aftertreatment remains invisible to the equipment operator when in use
- No requirement for ash servicing
- Service free for life of the engine

### Diesel Exhaust Fluid (DEF) System

- DEF tank provides more than 24 hrs run time @ 75% load.
- Electrically heated DEF lines

### Cat Generator

- Matched to the performance and output characteristics of Cat engines
- Integrated voltage selector switch
- UL 1446 Recognized Class H insulation

### Automatic Voltage Regulator (AVR)

- D350 excitation module
- Three-phase sensing
- Adjustable volts-per-hertz regulation
- Provides precise control, excellent block loading, and constant voltage in the normal operating range

### XQCP Control Panel

- Electronic control panel provides power metering, protective relaying, engine, and generator parameter viewing, and expanded AC metering
- Four lines back-lit LCD text display
- Simple, user-friendly interface and navigation
- Integrates with the Automatic Voltage Regulator (AVR) to provide precise control, excellent block loading, and constant voltage

### Sound-attenuated Enclosure

- Provides excellent weather protection and allows for a quiet package operation with less than 66 dBA sound levels at full load, while offering excellent service access with multiple doors and access panels
- Galvanized sheet steel body panels for improved corrosion resistance
- Coolant and oil drains along with auxiliary fuel connections are all conveniently located at one location on the exterior of the enclosure for easy access
- Single point lifting

### Fuel System

- Provides 24-hour runtime @ 75% prime
- Meets UL 142, ULC 601
- OPTIONAL: Meets Transport Canada (UN31A) requirements with factory-installed, optional vent kit

### Reduced Environmental Impact

- 110% spill containment of onboard engine fluids

### Cooling System

- Provides 50°C ambient capability @ full rating
- Coolant low-level shutdown switch
- Coolant recovery system for easy top off

### Charging System

- Charging alternator; 12V-100A, heavy duty with integral regulator and belt guards
- 10-Watt Solar maintainer for batteries

### Asset Monitoring and Management

- Product Link™ Generation (PLG) hardware provides two-way communication for remote control and equipment monitoring via cellular network
- Customer-defined, equipment-based, real-time status updates and alerts
- Flexible and customer-configurable user interface
- GPS provides asset location and geo-fencing

## Factory-installed Standard Equipment

### Engine

- Cat C4.4 heavy-duty diesel engine meets Tier 4 Final emission standards

### Engine Air Inlet

- Heavy-duty air cleaner with dust cup and service indicator
- Turbocharger and air-to-air after cooler

### Cat CEM

- Engine mounted CEM
- Robust operation in cold weather and low loads
- Includes DOC and SCR

### DEF System

- 8-gal (30 L) plastic DEF tank provides capacity to meet or exceed fuel tank runtime at any given load.
- DEF tank is equipped with integrated level sensor and heating element to aid in cold weather operation.
- Electrically heated DEF lines
- DEF level gauge located on the control panel
- Equipped with low and critically-low level alarms and a critically-low shutdown

### Fuel System

- 150-gal (568 L) double-wall fuel tank
- Fuel fill located in an isolated enclosed space away from the engine compartment with a lockable door
- Designed to meet UL 142, ULC 601
- Provides 24-hour runtime @ 75% prime
- Engine mounted electric priming pump
- Auxiliary connections for customer-supplied fuel transfer system with 3-way fuel transfer valve
- Engine mounted primary fuel filter with integral water separator
- Engine-mounted secondary fuel filter

### Cooling System

- Provides 50°C ambient capability @ full rating
- Vertically mounted radiator with engine mounted cooling fan
- 50/50 Extended Life Coolant
- Coolant low-level shutdown switch
- Coolant recovery system
- Coolant drain line with valve

### Mounting System

- Engine, generator and radiator soft mounted to the heavy duty, fabricated steel base frame

### Sound-attenuated Enclosure

- Provides excellent weather protection
- Offers a quiet package with 66 dBA sound levels
- Rugged, corrosion-resistant construction:
  - Galvanealed, sheet steel body panels with zinc phosphate pre-treatment prior to polyester powder coating
- Excellent access for service and maintenance:
  - Two doors on each side of the enclosure provides clear access to routine service and maintenance needs.
  - Two rear doors provide access to power distribution and control panel access
  - Separate door for DEF and Diesel fill access
  - Access panel on the front provides access to clean radiator cores and to service DEF tank.
  - Lube oil drain, coolant drain, external fuel supply and return lines are all piped to exterior of the enclosure and located on one panel for easy access.
- Security and safety features:
  - Pad lockable latches on all access doors
  - Exterior emergency stop (E-stop) button

### Lube System

- Open crankcase breather with filter
- Oil drain line with internal valve routed to connection point accessible from exterior
- 500-hour engine oil change interval

### Starting System

- Single electric starting motor, 12VDC
- Single 12V (850 CCA) maintenance-free battery with disconnect switch, battery rack, and cables
- 120V single-phase block heater

### Quality

- Factory testing of standard generator set and complete power module
- UL, NEMA, ISO, and IEEE standards
- O&M manuals
- CSA Certified
- Full manufacturer's warranty

### Shore Power

- One 110V shore power connection for powering engine block heater and generator space heater (optional), battery charger (optional), and single duplex service receptacle
- Includes controls to de-energize block and generator space heaters when the engine is running



## Factory-installed Optional Equipment

### Vent Kit

- Provides necessary vents and films to upgrade the standard UL142 certified tank to meet Transport Canada (UN31A) certification

### Trailer Electric

- Two-axle trailer with Electric brakes

### Trailer Hydraulic

- Two-axle trailer with Hydraulic brakes

### Battery Charger

- 10A, 12 VDC output
- UL & CSA listed

### Hitches

- 3" Pintle OR 2-5/16" Ball

### Generator Space Heater

- 110 VAC Anti-condensation heater

### Permanent Magnet Generator (PMG)

- Adds independent source of excitation to generator

### NEMA Receptacles

- 208 Volt locking NEMA receptacles, quantity 2

### 600V Generator

- Includes 600V generator and 4-position rotary switch for easy selection of desired output
- Available voltages include:
  - 3-phase (600/347 Volt, 480/277 Volt, 208/120 Volt)
  - 1-phase (240/120 Volt)

### Technical Data

Cat Generator	
Frame size	LC3114F
Pitch	2/3
No. of poles	4
No. of leads	12
Excitation	Self Excited
Number of bearings	Single bearing, close coupled
Insulation	Class H
Enclosure	Drip proof IP23
Alignment	Pilot shaft
Overspeed capability – % of rated	125% of rated
Voltage regulator	3-phase sensing with volts-per-hertz
Voltage regulation (adjustable to compensate for engine speed droop and line loss)	Less than ± 1/2% voltage gain
Wave form deviation	3%
Telephone Influence Factor (TIF)	Less than 50
Harmonic Distortion (THD)	Less than 5%

Cat Generator Set			
	Units	60 Hz — Standby	60 Hz — Prime
<b>Power Rating</b>	<b>kW (kVA)</b>	<b>110 (137)</b>	<b>100 (125)</b>
<b>Performance Specification</b>			
<b>Lubricating System</b>			
Oil pan capacity	L (gal)	9.4 (2.5)	9.4 (2.5)
<b>Fuel System</b>			
Fuel consumption — 100% Load	L/hr (gal/hr)	31.3 (8.27)	28.4 (7.49)
75% Load	L/hr (gal/hr)	-	20.9 (5.51)
50% Load	L/hr (gal/hr)	-	14.4 (3.80)
25% Load	L/hr (gal/hr)	-	7.5 (1.97)
Fuel tank capacity	L (gal)	568 (150)	568 (150)
Run time @ 75% rating	Hr		28
<b>DEF System</b>			
DEF consumption — 100% Load	L/hr (gal/hr)	1.2 (0.31)	0.47 (0.12)
75% Load	L/hr (gal/hr)	-	0.72 (0.19)
50% Load	L/hr (gal/hr)	-	0.39 (0.10)
25% Load	L/hr (gal/hr)	-	0.45 (0.12)
DEF tank capacity	L (gal)	30 (7.92)	30 (7.92)
Run time @ 75% rating	Hr		24
<b>Cooling System</b>			
Ambient capability	°C (°F)	55 (131)	55 (131)
Engine & radiator coolant capacity	L (gal)	18.3 (4.8)	18.3 (4.8)
<b>Noise Rating (with enclosure)</b>			
@ 7 meters (23 feet) @ 75% rating	dB(A)	66	65
		42	

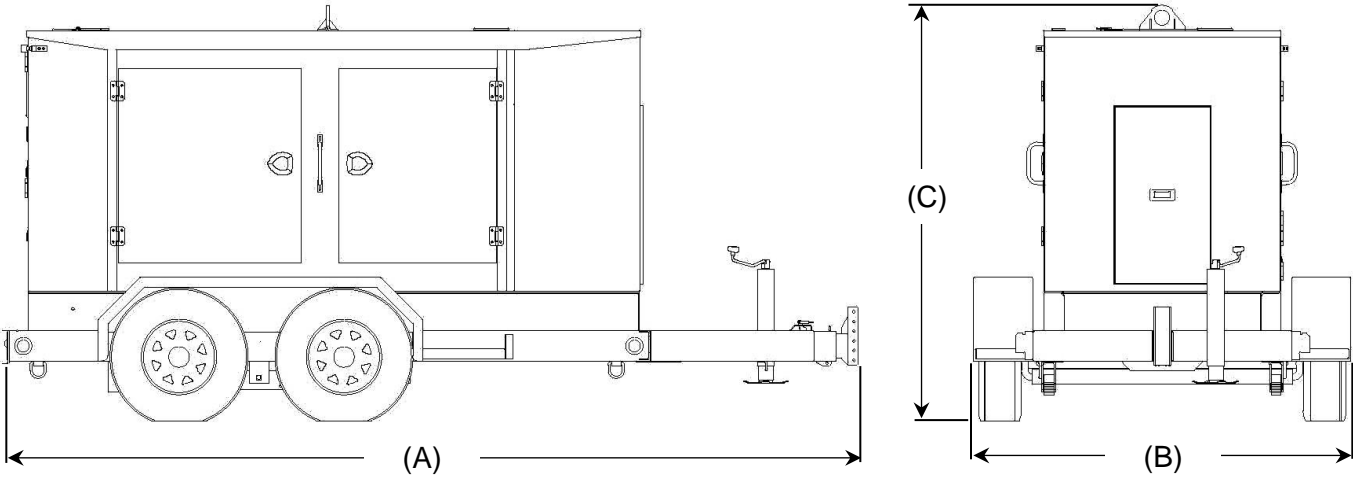


Technical Data (continued)

Dimensions and Weights					
Model	Length mm (in) (A)	Width mm (in) (B)	Height mm (in) (C)	With Lube Oil & Coolant Kg (lb.)	With all fluids Kg (lb.)
XQ125	3,261 (128.4)	1,243 (48.9)	1,856 (73)	2,372 (5,230)	2,876 (6,341)
XQ125 with trailer (electric brakes)	4,475 (176)	1,981 (78)	2,174 (85.5)	2,812 (6,200)	3,316 (7,311)
XQ125 with trailer (hydraulic brakes)	4,495 (177)	1,981 (78)	2,174 (85.5)	2,821 (6,220)	3,325 (7,331)

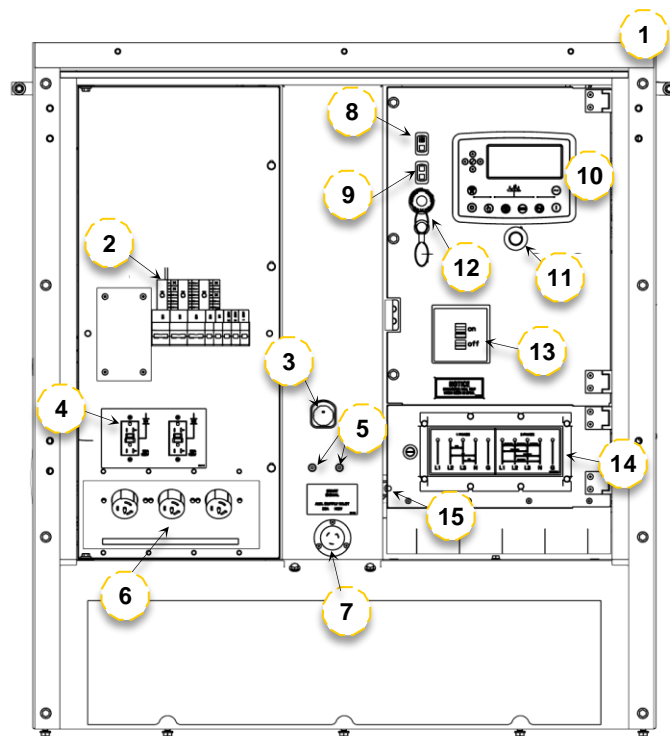
General Layout Dimensions

Dimensions in millimeters (inches).  
Shown with optional trailer.



## Control Panel and Power Distribution Layout

Item	Description												
1	Steel enclosure with hinged, lockable doors (not shown)												
2	Circuit breakers for receptacles												
3	Emergency stop												
4	2X Single-phase GFCI duplex receptacles (20A @ 120V)												
5	Two-wire remote start terminals												
6	3X Single-phase, California-style, twist-lock receptacles, 50A @ 208V phase-to-phase, 120V phase to neutral, or 240/120 single-phase when in that voltage position												
7	Single-phase, NEMA locking input receptacle, (30A @ 120V) to power block heater, battery charger and generator space heater												
8	HEST and DPF lamp												
9	Glow plug lamp	10	XQCP digital generator set controller	11	Potentiometer for voltage adjustment	12	Cat ET service tool connector	13	Generator main circuit breaker	14	Main bus connection (bus bars with 13 mm holes) behind hinged cover with safety switch	15	Breaker trip door switch
10	XQCP digital generator set controller												
11	Potentiometer for voltage adjustment												
12	Cat ET service tool connector												
13	Generator main circuit breaker												
14	Main bus connection (bus bars with 13 mm holes) behind hinged cover with safety switch												
15	Breaker trip door switch												



### Ratings Definitions and Conditions

**Meets or Exceeds International Specifications:** AS1359, CSA, IEC60034-1, ISO3046, ISO8528, NEMA MG 1-33.

**Prime** — Output available with varying load for an unlimited time. Average power output is 70% of the prime power rating. Typical peak demand is 100% of prime rated kW with 10% overload capability for emergency use for a maximum of 1 hour in 12. Overload operation cannot exceed 25 hours per year. Prime power in accordance with ISO3046. Prime ambient shown indicate ambient temperature at 100% load which results in a coolant top tank temperature below the alarm temperature.

**Standby** — Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

**Ratings** are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions.

**Fuel rates** are based on fuel oil of 35° API [16°C (60°F)] gravity having an LHV of 42 780 kJ/kg (18,390 Btu/lb) when used at 29°C (85°F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal).

Additional ratings may be available for specific customer requirements, contact your Caterpillar representative for details. For information regarding low sulfur fuel and biodiesel capability, please consult your Cat dealer.

[www.Cat.com/rentalpower](http://www.Cat.com/rentalpower)

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# Livonia Public Schools

*District Services*

Date: March 7, 2024

To: Andrea Oquist, Superintendent

From: Phillip Francis, Assistant Superintendent of District Services

Re: Board Policies and Administrative Procedures - EBD, EE, and EDDA

I would like to discuss proposed changes to the Board Policies EBD and EE, as well as the Administrative Procedures of EDDA (1)(2) at the upcoming Committee of the Whole meeting on March 11, 2024.

Board Policy EBD has to do with energy management conservation and requires some items to be removed. This policy was last approved by the Board in June 2008. Board Policy EE has to do with free and reduced price meals. As you know, the State of Michigan is currently running the "Michigan School Meal Program," which allows for all LPS students to be provided a free meal from the district. The update would add language identifying this program in the policy. Finally, the Administrative Procedures of EDDA, related to special use of school buses have recommended changes referring to the process of school personnel transporting students and the bus rules students are required to follow. These administrative procedures do not require Board approval, but I would like to share the proposed changes with them at the upcoming Committee of the Whole meeting.

Please contact me if you have questions. Thank you.

Attachments

PF

c: Board of Education

# BOARD POLICY

EBD

## BUSINESS MANAGEMENT ENERGY MANGEMENT CONSERVATION

JUNE 16, 2008

Reviewed 2/2014

The Board of Education supports a culture of energy conservation. It is our responsibility to ensure that every effort is made to conserve energy and natural resources with realistic goals while maintaining a comfortable educational environment and exercising sound financial management.

~~The implementation of this policy is the joint responsibility of the Board members, administrators, teachers, students, support personnel, and other stakeholders. Its success is based on cooperation at all levels.~~

~~The Superintendent shall establish and implement procedures to ensure the conservation of energy and natural resources at all levels of the school system. These procedures will include short and long range strategies for energy savings management, preventive maintenance, and monitoring for its facilities and systems, including HVAC, building envelope, and moisture management. The Superintendent shall designate an energy educator/supervisor to implement, manage, direct, monitor, evaluate, and report district conservation and efficiency efforts.~~

~~The district will maintain accurate records of energy consumption and cost of energy and will provide information to the Board of Education on the goals and progress of the energy conservation program.~~

~~The principal/building administrator will support energy management at his/her building with energy audits being conducted by the district and conservation program outlines being updated.~~

All district personnel are expected to contribute to energy efficiency in our district. Every person is expected to be an energy saver as well as an energy consumer.

It is the responsibility of the school district to educate users on energy consumption and conservation.

# BOARD POLICY

EE

## BUSINESS MANAGEMENT FOOD SERVICES MANAGEMENT AND FREE AND REDUCED PRICE MEALS

**MAY 19, 2014**

The district shall operate a school food service program in its schools as required by law. The supervisor of food services shall cooperate with each school principal in matters essential to the proper functioning of the food service program.

The Board of Education recognizes its responsibility to provide free and reduced price meals to eligible students.

All students are eligible for free meals as long as:

1. The district participates in the U.S. Department of Agriculture (USDA) National School Lunch Program and National School Breakfast Program; and
2. The district chooses to participate in the "Michigan School Meal Program."

# BOARD POLICY

EDDA

## BUSINESS MANAGEMENT SPECIAL USE OF SCHOOL BUSES

JUNE 13, 2022

The Board will maintain a fleet of school buses. Use of these buses is limited to the following:

1. Transporting students to the various educational programs of the Livonia Public Schools School District
2. Transportation of non-public school students as required by law
3. Transportation in support of field trips, activity programs, athletic programs, or other school related or school sponsored activities
4. Transportation for other school districts or local governmental agencies on emergency basis as approved by the Superintendent

Loaning, renting, leasing or otherwise making the District's school buses available to the general public or other agencies is not permitted.

# ADMINISTRATIVE PROCEDURES EDDA(1)

## STUDENT TRANSPORTATION PRIVATE VEHICLES

**March 1, 1990**

### Transporting of Students

For reasons of personal liability as well as other consideration, it is inadvisable for school personnel to transport students in their own vehicles. ~~for other than school-related and specially approved purposes.~~ If the function of a staff member, such as the sponsor of school cheerleaders, does require transportation to be provided by the staff member, consent should be obtained from the parents of each student, and approval should be obtained from the principal making it official school business. (Parent consent may be required by the principal to be in writing.)

In emergency situations in which parents cannot be reached, the judgment of the principal or a designated representative will prevail.

Whenever possible, buses should be arranged for school-sponsored activities requiring the transportation of groups of students. In other school-related activities deemed desirable and involving few students, parents may provide the transportation; in such cases written permission should be obtained in advance from parents of students involved.

Teachers or other school personnel who provide transportation to students, or arrange social or instructional activities outside of the procedures identified as appropriate or necessary, do so as independent agents unrelated to official school sanction or endorsement.

# ADMINISTRATIVE PROCEDURES

EDDA(2)

## STUDENTS TRANSPORTATION

September 16, 2013

**Bus Rules** - The following rules will be followed by all students who wish to continue to enjoy the privilege of riding the bus.

1. Follow the bus driver's directions without argument or discussion.
2. **Stay in your seat.** While the bus is in motion, remain seated and stay out of the aisleway.
3. No yelling or swearing.
4. Keep hands, arms, legs, and objects to yourself. (No fighting or throwing things.)
5. No eating, drinking, ~~or~~ smoking, or vaping.
6. **No video recording or picture taking.**

### **Consequences for Breaking Bus Rules**

- Step 1 - The driver warns the student.
- Step 2 - The driver gives a second warning and moves the student temporarily to a nearby seat.
- Step 3 - The driver assigns the student a permanent seat.
- Step 4 - The driver refers the student to the principal. The bus referral form available from transportation should be used unless immediate action is required.
- Step 5 - The principal should take appropriate action, which may include the suspension of the student's bus riding privileges for a period of time.

In severe situations, the driver may skip to Step 4 immediately.

### **Exceptions to Transportation Eligibility**

1. **Mixed Block** - The area eligible for transportation will be enlarged to the first street intersection toward the school if the transportation eligibility line does not fall at an existing street intersection causing a "mixed block."
2. **Mixed Court** - The area eligible for transportation will be enlarged to include the entire area of a "court," regardless of its size, if the transportation eligibility line splits the area into a "mixed court."
3. **No Sidewalks** - No student will be expected to walk along a main mile road if there are no sidewalks.
4. **Unsafe Crossing** - No elementary student will be expected to cross a main mile road without the aid of an official crossing guard.
5. **Health** - Parents are expected to provide transportation to students with health problems if they live in the walking area.

6. **Transfers** - Students who attend a school beyond their normal attendance area as a result of the approval of a transfer request are not eligible for bus transportation.
7. **Special Education** - Special education students will be transported according to the state mandatory special education laws.
8. **Nonpublic Students** - Transportation services will be provided according to current state law and Department of Education administrative guidelines.