

OFFICE OF THE COUNCIL

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

OFFICE OF THE COUNCIL

**ELECTRONIC AGENDA PACKET FOR
THE REGULAR MEETING OF
WEDNESDAY, JANUARY 19, 2022
7:00 P.M.**

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

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

**1936th Regular Meeting of the Council of the City of Livonia
Wednesday, January 19, 2022**

7:00 p.m. – City Hall Auditorium
33000 Civic Center Drive
Livonia, Michigan 48154

CALL TO ORDER

INVOCATION/PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION OF MINUTES - Minutes of the 1935th Regular Meeting of December 13, 2021

AUDIENCE COMMUNICATION

REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS

- a. [Communication from the Office of the Mayor, dated January 6, 2022, re: forwarding the Annual report for the Fiscal Year 2020-2021, which reflects the finances and administrative activities in the City.](#)
- b. [TAX RATE REQUEST FOR THE WAYNE COUNTY ZOOLOGICAL AUTHORITY FOR THE YEAR 2021: Office of the City Clerk, re: to set the rate of tax to be levied and requesting that it be collected as a winter tax.](#)
- c. [TAX RATE REQUEST FOR THE WAYNE COUNTY ART INSTITUTE AUTHORITY FOR THE YEAR 2021: Office of the City Clerk, re: to set the rate of tax to be levied and requesting that it be collected as a winter tax.](#)
- d. [TAX RATE REQUEST FOR HURON CLINTON METROPOLITAN AUTHORITY FOR THE YEAR 2021: Office of the City Clerk, re: to set the rate of tax to be levied and requesting that it be collected as a winter tax.](#)

CONSENT AGENDA

1. [REQUEST TO EXTEND CONTRACT WITH LIVONIA TOWING: Division of Police, re: on a month-to-month basis, to allow time to prepare and complete a competitive bidding process for these services. \(CR 161-21\).](#)
2. [REQUEST TO APPROVE LOCATION AND SCHEDULE OF DATES AND TIMES FOR THE 2022 BOARD OF REVIEW MEETINGS, AS WELL AS COMPENSATION RATES FOR MEMBERS: Department of Assessment, re: per the requirements of State of Michigan Statute MCL 211.30.](#)

Agenda for the Regular Meeting of January 19, 2022

3. REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE RAINBIRD VARIABLE SPEED PUMP STATION FROM SOLE AUTHORIZED DEALER: Department of Parks and Recreation; re: for replacement of Fox Creek Pump Station.
4. AWARD OF CONTRACT: Department of Parks and Recreation; re: for Senior Fitness Passport memberships to the Jack E. Kirksey Recreation Center.
5. REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND APPROVE CONTRACT WITH ALLIED, INC.: Department of Public Works; re: to perform the replacement of the hydraulic power unit for Hoists #1 and #2 in the fleet maintenance garage.

UNFINISHED BUSINESS - MEETINGS OF THE COMMITTEE

6. COMMITTEE OF THE WHOLE – Meeting of January 5, 2022
 - a. The establishment of Council Committees, representatives on various Boards and Committees, the Parliamentarian, and any other business that would come before the Committee with regard to this subject. (CR 498-05)

UNFINISHED BUSINESS

7. WAIVER PETITION: Planning Commission, re: Petition 2021-10-02-22, submitted by Century 21 ROW, requesting to construct and operate a vehicle tow yard (Excellerated Towing & Recovery) at 34437 Rosati Avenue, located on the west side of Stark Road just south of the CSX Railroad in the Southwest ¼ of Section 28.
8. REQUEST TO APPROVE SALARY AND FRINGE BENEFIT ADJUSTMENTS FOR THE CLASSIFICATION OF FIRE CHIEF AND DEPUTY FIRE CHIEF: Civil Service Division, re: for the period of December 1, 2021 through November 30, 2024.
NEW DATA ITEM 8 - Police and Fire Chief Salaries
9. REQUEST TO APPROVE INCREASE IN COMPENSATION FOR DIRECTOR OF HOUSING: Livonia Housing Commission, re: to align the compensation range as other Housing Directors in comparable communities.
NEW DATA ITEM 9 - Wage Rate Schedule and Vehicle Status
10. REQUEST TO CONSIDER NAMING THE DOG PARK AT BICENTENNIAL PARK AS SUPER'S DOG PARK: Department of Parks and Recreation; re: in honor of Super Celani.

NEW BUSINESS

AUDIENCE COMMUNICATION

SUSAN M. NASH, CITY CLERK

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



LETTER TO THE LIVONIA CITY COUNCIL

a.

Council Office
January 7, 2022

MEETING DATE

Regular Meeting of
January 19, 2022

PREPARED BY

Maureen Miller Brosnan, Mayor,

AGENDA ITEM

a. Communication from the Office of the Mayor, dated January 6, 2022, re: forwarding the Annual report for the Fiscal Year 2020-2021, which reflects the finances and administrative activities in the City.

BACKGROUND

As required by the Livonia City Charter, the Administration presents the Annual Report for the fiscal year 2020-21.

Data and information presented in this report reflect the many ways all of our employees answered the call for the community during the last fiscal year.

We continue to be pleased with the tremendous progress being forged by our staff in service to the community even as we faced the pandemic and economic challenges of 2021. We hope you will share this Annual Report with a sense of pride.

Here is the link:

<https://en.calameo.com/read/0065592452a799a1a7ba8>

RECOMMENDATION

FISCAL CONSIDERATION

ATTACHMENTS

None

APPROVED BY

A handwritten signature in black ink, reading "Maureen Miller Brosnan".

Maureen Miller Brosnan, Mayor

Date: January 14, 2022



LETTER TO THE LIVONIA CITY COUNCIL

b.

City Clerk
December 16, 2021

MEETING DATE

Regular Meeting of January 19, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

TAX RATE REQUEST FOR THE WAYNE COUNTY ZOOLOGICAL AUTHORITY FOR THE YEAR 2021: Office of the City Clerk, re: to set the rate of tax to be levied and requesting that it be collected as a winter tax.

BACKGROUND

Attached is a communication from Alisha Bell, Chairperson for the Wayne County Zoological Authority (WCZA), with the appropriate 2021 Tax Rate Request Form (L-4029) requesting that the City collect the appropriate tax levy for the Wayne County Zoological Authority as a winter tax.

RECOMMENDATION

Receive and File.

FISCAL CONSIDERATION

As outlined in appropriate 2021 Tax Rate Request.

ATTACHMENTS

1. Wayne Co Zoo Authority (WCZA) 2021 Tax Rate

APPROVED BY

2021 Tax Rate Request (This form must be completed and submitted on or before September 30, 2021)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

Carefully read the instructions on page 2.

County(ies) Where the Local Government Unit Levies Taxes Wayne County	2021 Taxable Value of ALL Properties in the Unit as of 5-24-2021 \$45,394,169,554 ad valorem; \$45,103,504,489 ad valorem minus renaissance zones
Local Government Unit Requesting Millage Levy Wayne County Zoological Authority (WCZA)	For LOCAL School Districts: 2021 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2021 tax roll. **2021 taxable value: \$45,004,413,117 ad valorem minus renaissance zones minus MCL 211.7d housing (L-4028/L-4028 IC total)**

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2020 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2021 Current Year "Headlee" Millage Reduction Fraction	(7) 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Public Act 49 of 2008	General Operating Levy Year 4 of 10 Authorized Years	8/2/2016	0.1000	0.1000	0.9976	0.0997	1.0000	0.0997	0.0000	0.0997	TY 2027

Prepared by Scott T. Vandemergel, MMAO (4)	Telephone Number (313) 224-2329	Title of Preparer Dir. of Assessment & Equalization	Date 5/7/2021
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2021 for instructions on completing this section.

☐ Clerk	Signature <i>Terry A. Marecki</i>	Print Name Terry A. Marecki	Date 9/27/2021
☒ Secretary	Signature <i>Alisha Bell</i>	Print Name Alisha Bell	Date 9/27/2021
☒ Chairperson			
☐ President			

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).



LETTER TO THE LIVONIA CITY COUNCIL

c.

City Clerk
December 16, 2021

MEETING DATE

Regular Meeting of January 19, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

TAX RATE REQUEST FOR THE WAYNE COUNTY ART INSTITUTE AUTHORITY FOR THE YEAR 2021: Office of the City Clerk, re: to set the rate of tax to be levied and requesting that it be collected as a winter tax.

BACKGROUND

Attached is a communication from Elizabeth A. Misurrca, Chairperson of Wayne County Art Institute Authority (WCAIA) with the appropriate 2021 Tax Rate Request Form (L-4029) requesting that the City collect the appropriate tax levy for the Wayne County Art Institute Authority (WCAIA) as a winter tax.

RECOMMENDATION

Receive and file.

FISCAL CONSIDERATION

As outlined in 2021 Tax Rate Request form.

ATTACHMENTS

1. Wayne Co Art Inst Authority (WCAIA) 2021 Tax Rate

APPROVED BY

ORIGINAL TO: County Clerk(s)
COPY TO: Equalization Department(s)
COPY TO: Each township or city clerk

L-4029

2021 Tax Rate Request (This form must be completed and submitted on or before September 30, 2021)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

Carefully read the instructions on page 2.

County(ies) Where the Local Government Unit Levies Taxes Wayne County	2021 Taxable Value of ALL Properties in the Unit as of 6-24-2021 \$45,394,169,554 ad valorem; \$45,103,504,489 ad valorem minus renaissance zones
Local Government Unit Requesting Millage Levy Wayne County Art Institute Authority (WCAIA)	For LOCAL School Districts: 2021 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2021 tax roll. 2021 taxable value: \$45,004,413,117 ad valorem minus renaissance zones minus MCL 211.7d housing (L-4028/L-4028 IC total)

[illegible]

Prepared by Scott T. Vandemergel, MMAO (4)	Telephone Number (313) 224-2329	Title of Preparer Dir. of Assessment & Equalization	Date 5/7/2021
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.121(3).

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)		Rate
For Principal Residence, Qualified Ag. Qualified Forest and Industrial Personal		
For Commercial Personal		
For all Other		

☐ Clerk	Signature	Print Name	Date
☒ Secretary	Barbara Regale Miller	BARBARA REGALE MILLER	9-1-20
☒ Chairperson	Signature	Print Name	Date
☐ President	Elizabeth A. Misuraca	Elizabeth A. MISURACA	9-1-20

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).



LETTER TO THE LIVONIA CITY COUNCIL

d.

City Clerk
December 16, 2021

MEETING DATE

Regular Meeting of January 19, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

TAX RATE REQUEST FOR HURON CLINTON METROPOLITAN AUTHORITY FOR THE YEAR 2021: Office of the City Clerk, re: to set the rate of tax to be levied and requesting that it be collected as a winter tax.

BACKGROUND

Attached is a communication from Robert W. Marans, Chairperson for Huron-Clinton Metropolitan Authority with the appropriate 2021 Tax Rate Request Form (L-4029) requesting that the City collect the appropriate tax levy for the Wayne County Huron Clinton Metropolitan Authority as a winter tax.

RECOMMENDATION

Receive and file.

FISCAL CONSIDERATION

As outlined in the 2021 Tax Rate Request form.

ATTACHMENTS

1. Huron-Clinton Metro Authority 2021 Tax Rate

APPROVED BY

2021 Tax Rate Request (This form must be completed and submitted on or before September 30, 2021)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes Wayne	2021 Taxable Value of ALL Properties in the Unit as of 5-24-2021 45,004,413,117
Local Government Unit Requesting Millage Levy Huron-Clinton Metropolitan Authority	For LOCAL School Districts: 2021 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2021 tax roll.

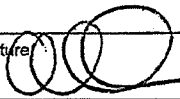
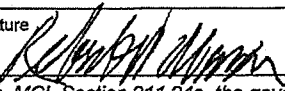
(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2020 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2021 Current Year "Headlee" Millage Reduction Fraction	(7) 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Public Act	Cap Improvements and Operations	11/40	0.2500	0.2104	0.9933	0.2089	1.00	0.2089		0.2089	None
147 of 1939											

Prepared by Rebecca Franchock	Telephone Number (810) 494-6047	Title of Preparer Chief of Finance	Date 06/10/2021
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2021 for instructions on completing this section.

- ☐ Clerk
☒ Secretary
☒ Chairperson
☐ President

Signature 	Print Name Amy McMillan	Date 06/10/2021
Signature 	Print Name Robert W. Marans	Date 06/10/2021

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 5, 2022**

1

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and Jim Jolly. Absent: Laura Toy.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Susan M. Nash, City Clerk; Brandi Isaacson, Director of Housing; and Mayor Maureen Miller Brosnan.

2. REQUEST TO EXTEND CONTRACT WITH LIVONIA TOWING: Division of Police, re: on a month-to-month basis, to allow time to prepare and complete a competitive bidding process for these services. (CR 161-21)

Police Chief Goralski congratulated and thanked Council, stating he looked forward to working with the new Council in the new year. The request before you is to extend a contract with Livonia Towing on a month-to-month basis. As you know the current contract will expire the end of January of this year. We are currently in the process of doing a competitive bid for this contract which we expect to be awarded hopefully by June. That is why we requested this extension on a month-to-month basis and Livonia Towing has agreed to extend the current contract under the same conditions on a month-to-month basis. As you know Livonia Towing has been providing excellent service to the City for the Fire and Police Departments, for well over 40 years. They are quick to respond to our crashes, our clean-ups, and I'm sure they will continue to do that. In addition, the fees for these services will continue to be paid from budgeted funds and the fees will not change during the month-to-month contract. I will be happy to answer any questions you have about this.

Councilmember Donovic asked Chief Goralski if Livonia Towing is in the process with the future contracts or are they now no longer going to be seeking the competitive bid process for this?

Chief Goralski stated he believed they are going to be seeking a bid with us.

Councilmember Donovic offered an approving on the Consent Agenda, if there are no objections by Council.

Councilmember Bahr stated no objection but wondered why it says to allow time to prepare and complete the competitive bid process. It's not like it just caught us by surprise. Why have we not prepared for this and began the competitive bidding process?

Chief Goralski stated that is a good question. It is to help increase the competitiveness of the bid process to hopefully get more tow companies involved. One of the requirements of getting the contract is that they must have a tow yard in the City. And that can take time if they are interested. So, this we believe the bid process we having

going on with Finance with the pre-bid meeting and giving these companies time to put together a good package with the best towing services in the City.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

2.

Police
December 7, 2021

MEETING DATE

Study Meeting of January 5, 2022

PREPARED BY

Diane Warterian, Program Supervisor,

AGENDA ITEM

REQUEST TO EXTEND CONTRACT WITH LIVONIA TOWING: Division of Police, re: on a month-to-month basis, to allow time to prepare and complete a competitive bidding process for these services. (CR 161-21)

BACKGROUND

Livonia Towing has been providing excellent towing services to the City of Livonia for over forty years. They have been quick to respond to calls for service from Police and Fire Departments for impounds, clearing hazards, accident crashes and clean-up. The current contract with Livonia Towing expires January 31, 2022.

RECOMMENDATION

The City of Livonia Police Department recommends extension of the contract for towing and impound services with Livonia Towing. Approval of the extension will allow time for preparation and development of a competitive bid for these services. Livonia Towing has agreed to extend the contract for these services under the same terms and conditions as the current contract on a month-to-month basis.

FISCAL CONSIDERATION

This month-to-month extension will allow time for the city to prepare and complete a competitive bidding process for these services. Livonia Towing will be renewed under the same terms and conditions as the current contract (attached) which expires January 31, 2022. Services are budgeted in account 101-304-818-000, and authorization for the contract extension and a table of fees is attached. Notice of contract termination would be given a minimum of thirty days prior to the end of the month-to-month contract.

ATTACHMENTS

1. Extension LPD Contract M2M 12.03.21
2. CR #161-21 Livonia Towing
3. Extension LPD Contract 4.19.21
4. CR #188-16 EXECUTED AGREEMENT (003)

APPROVED BY


Thomas Goralski, Police Chief

Date: December 21, 2021


Michael Slater, Finance Director

Date: December 21, 2021


Paul Bernier, City Attorney

Date: December 21, 2021


Maureen Miller Brosnan, Mayor

Date: December 22, 2021



Date: December 3, 2021
From: Enna A. Bachelor, Purchasing Manager
To: LIVONIA TOWING
Subject: CONTRACT EXTENSION – TOWING SERVICES

The City of Livonia seeks to extend its current contract with Livonia Towing for Towing and Impound Services on a month-to-month basis under the same terms and conditions as the existing contract which expires on January 31, 2022. This extension will allow time for the City to complete a competitive bidding process and obtain approval of a new contract by City Council. Notice of contract termination would be given a minimum of thirty days prior to the end of the month-to month contract.

Please respond by selecting one of the options below:

- ☒ Yes. Livonia Towing will renew under the same terms and conditions as the current contract on a month to month basis.
- ☐ No. Livonia Towing will not agree to extend the contract on a month to month basis.

Authorized Signature: _____

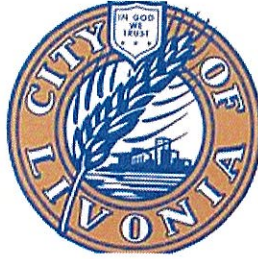
Print Name: _____

Date: _____

Office 734-591-0456
Phone No. cell 248-921-3373
Email LivoniaTowing@gmail.com

If you have any questions contact Enna A. Bachelor, Purchasing Manager at 734.466.2275. Please return this form via email to Enna at ebachelor@livonia.gov no later than 12/10/2021.

#161-21 RESOLVED, that having considered the report and recommendation of the Chief of Police, dated April 21, 2021, which bears the signatures of the Finance Director and the City Attorney and is approved for submission by the Mayor, submitted pursuant to Council Resolutions 188-16, adopted on May 4, 2016, in connection with the renewal of the contract between the City of Livonia and Livonia Towing, Inc., to perform police towing and storage services, the Council does hereby find that a) Livonia Towing, Inc. is the only towing service located within the City of Livonia with a lot of sufficient size to service the level of towing demands of the Police Department; and b) the possession of such a lot is a longstanding requirement of City towing contracts, and does therefore hereby authorize the renewal of the contract between the City of Livonia and Livonia Towing, Inc., 12955 Levan, Livonia, Michigan 48150, for a period of one (1) year from June 6, 2021 through January 31, 2022, for police towing and storage services under the same pricing, terms and conditions of the previous agreement, to allow time for preparation and development of a competitive bid for these services; the same to be expended from funds already budgeted in Account No. 101-304-818-000 for this purpose; FURTHER, Livonia Towing, Inc. shall abide by the towing and storage rates and fees established in Section 10.21.240 of the Livonia Code of Ordinances, as amended; FURTHER, the Council does hereby waive the performance bond requirement for the reason that said requirement was waived in Council Resolution 116-11; and the Mayor and City Clerk are hereby authorized to execute a contract, approved as to form and substance by the Department of Law, for and on behalf of the City of Livonia with Livonia Towing, Inc.; FURTHER, the Council does hereby authorize the action herein without competitive bidding for the reasons indicated in the aforesaid communication, including the short term of the contract extension, and such action is taken in accordance with the provisions set forth in Section 3.04.140D3 of the Livonia Code of Ordinances, as amended.



Date: April 19, 2021
From: Enna A. Bachelor, Purchasing Manager
To: LIVONIA TOWING ATTN:
Subject: CONTRACT EXTENSION – TOWING SERVICES

The City of Livonia seeks to extend its current contract with Livonia Towing for Towing and impound services under the same terms and conditions as the existing agreement through January 31, 2022. Please respond to this request by checking one of the options below and providing an authorized signature.

☒ Yes. Livonia Towing will renew under the same terms and conditions as the current contract through 01/31/2022.
☐ No. Livonia Towing will not agree to extend the contract through January 31, 2022

Authorized Signature: _____

Print Name: _____

Date: _____

cell 248-921-3373
Phone No. 734-591-0456

LivoniaTowing@gmail.com
Email _____

If you have any questions contact Enna A. Bachelor, Purchasing Manager at 734.466.2275. Please return this form via email to Enna at ebachelor@livonia.gov no later than 04/23/2021.

**AGREEMENT FOR
TOWING AND STORAGE OF
ACCIDENT, IMPOUNDED, AND OTHER VEHICLES**

This Agreement, made this 7th day of June, 2016, between the City of Livonia, a Michigan Municipal Corporation (the "City"), 33000 Civic Center Drive, Livonia, Michigan 48154, and Livonia Towing (the "Contractor"), 12955 Levan Road, Livonia, MI 48150, for the towing and storage of motor vehicles.

1. Scope. During the term of the Contract, Contractor shall provide services as defined in the document entitled Specifications and Instructions for Towing and Storage of Accident, Impounded and Other Vehicles (hereinafter "Specifications") attached as an Appendix, which document is incorporated by reference and made a part of this Contract, which services are generally described as follows:
 - a. Towing and/or storage of City owned or leased vehicles.
 - b. Towing and/or storage of non-City owned or leased vehicles, including abandoned vehicles and items found in vehicles, as requested by the City.
 - c. Auctioning vehicles designated for auction by the City. Such services shall be provided in the manner set forth in the Specifications.
2. Contract Term. Subject to the termination provisions, the term of the Contract shall be three (3) years (hereinafter referred to as "Contract Term"), commencing on the date of execution and ending on June 6, 2019. Provided the Contractor has – in the sole judgment of the City's Mayor – satisfactorily performed its obligations under this Agreement, the term of this Agreement shall be extended an additional two (2) years, ending on June 6, 2021.

3. Requirements. The Contractor shall provide the service required by this Contract and the Specifications in the time and manner set forth in the Specifications generally described, but not by way of limitation as follows:
 - a. Contractor shall have available at any one time five (5) radio dispatched tow trucks to respond to a request for services by the City, the Police Department and/or the Public Services Department.
 - b. The Contractor's tow trucks must be minimally equipped with the equipment enumerated in the Specifications, and be clearly and permanently marked, and driven by properly trained and licensed drivers.
 - c. The Contractor shall maintain an impound lot at 12955 Levan Road, Livonia, Michigan, in compliance with all City ordinances, including any conditions imposed by the City's Zoning Board of Appeals pursuant to Zoning Ordinance Section 21.06.
4. Compensation for Services. For services rendered to persons/entities other than the City, Contractor shall abide by the rates set forth in the Livonia Code of Ordinances, Section 10.21.240, as amended.
 - a. For services rendered to City for which Contractor may charge a fee, Contractor shall forward all invoices to the Chief of Police on a monthly basis. An invoice for special equipment or added service fees must be itemized and contain a written justification for such added fees.
 - b. For services rendered to City by Contractor for a fee when requested by authorized personnel of the City, the City agrees to pay Contractor as set

forth in the Table of Fees attached. Payment shall be made within 45 days for services satisfactorily performed.

- c. For services rendered to others, Contractor shall collect all fees from the vehicle's owner. It is not the responsibility of the City to collect or guarantee payment of such charges.
5. Abandoned Vehicles. Contractor shall, during the term of Contract, provide the services to abandoned vehicles as set forth in the Specifications.
6. Impound/Storage Lot. Contractor agrees to maintain within the City of Livonia during the term of this Contract an Impound/Storage Lot satisfying the requirements of the Specifications. Contractor shall be responsible for obtaining any and all permits, licenses or approvals for such use from the City prior to commencing work under this Contract.
7. Storage of Vehicles. Vehicles towed to the lot shall be stored with at least one foot of space between vehicles. Unless specifically authorized by the Police Department, towed vehicles will not be disposed of in any way. The Contractor shall be responsible for all maintenance and repair of the impound lot. Contractor agrees to correct any deficiencies within ten (10) days of notice of violation from the City.
8. Required Equipment, Maintenance, Radio Equipment. Contractor shall have available for use within the City at all times when this Contract is in effect the towing vehicles as set forth in the Specifications. All vehicles and equipment shall be maintained in good mechanical condition and shall be subject to periodic

inspections by the City. All towing vehicles must be equipped with two-way radios capable of covering all of the territory within the City limits.

9. Invoices to Owners. Whenever impounded vehicles are claimed by the owner, the Contractor shall provide the owner with an itemized statement of all charges relating to impounding the vehicle, including a written justification for fees over and above the standard towing fee.
10. Required Dispatch Location. Contractor shall install and maintain during the term of this Contract a dispatch location as set forth in the Specifications. The location of the dispatch center shall not be changed without approval by the City.
11. Use of Lot for Auctions. Contractor shall comply with all applicable City Ordinances and/or regulations with respect to any auction conducted pursuant to this Contract. In addition, the Contractor shall comply with the Auction requirements set forth in the Specifications.
12. Owner's Request for Tow. Nothing contained in this Contract or the Specifications shall prevent the owner or operator of a motor vehicle from calling a tow truck of its own choice, at its own expense, or requesting that its vehicle be towed to a garage or compound other than that of the Contractor, provided such services can be promptly provided. Under no circumstance shall the Contractor recommend a repair or collision shop to vehicle owner.
13. Service Call Cancellation. The City reserves the right to cancel a request for services of the Contractor at any time, including up to the time of hook-up, without either the City or owner or operator incurring any charges. If the owner of the vehicle arrives on the scene before the vehicle is towed, and the vehicle can be

safely moved by the owner, in the opinion of the Police Officer in charge at the scene, no charges will be incurred. The Contractor agrees that the mere response to a service call, without providing towing service, does not constitute a service call for which charges are applicable.

14. Contractor's Insurance; Subcontractors. The Contractor shall not commence work until it has obtained the insurance coverage required by this Paragraph 14 from an insurance carrier acceptable to City. The payment of any insurance deductible or self-insured retention shall be the Contractor's sole responsibility. The following insurance shall be procured and maintained during the Contract Term:

- a. Worker's Compensation Insurance. Worker's compensation insurance in accordance with all applicable statutes of the State of Michigan for all of Contractor's employees to be engaged in work under the Contract.
- b. Commercial General Liability Insurance. Commercial general liability insurance on an "Occurrence" basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
 - (1) Contractual Liability
 - (2) Products and Completed Operations
 - (3) Independent Contractors Coverage
 - (4) Broad Form General Liability Extensions or equivalent.
- c. Motor Vehicle Liability Coverage. Motor vehicle liability coverage, including Michigan no-fault Coverage, for all vehicles used in the performance of the

Contract. Limits of Liability shall not be less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage.

- d. Alternative Coverage. An acceptable alternative to (b) and (c) above will be Garage Liability Insurance. Limits of Liability shall not be less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage.
- e. Cancellation Notice. Worker's Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance (or Garage Liability Insurance), and Professional Liability Insurance as described above shall include an endorsement stating that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to:

City of Livonia
33000 Civic Center Drive
Livonia, MI 48154
Attention: Director of Finance

- f. Subcontractors Prohibited. Contractor shall not subcontract any services which are the subject of this Contract.
- g. Proof of Carriage of Insurance; Notice. The Contractor agrees to provide the City, at the time the Contract is returned for execution and prior to performing any services, certificates and policies:
 - (1) One (1) copy of Certificate of Insurance of Contractor's Worker's Compensation Insurance.
 - (2) One (1) copy of Certificate of Insurance of Contractor's Commercial General Liability Insurance (or Garage Liability Insurance).

(3) One (1) copy of Certificate of Insurance of Contractor's Automobile Liability Insurance (or Garage Liability Insurance).

(4) When requested by the City, one (1) complete copy of any policy of insurance required or supplied under this Contract.

The policy must include a provision that at least thirty (30) days notice shall be given to the City prior to cancellation of, change in, or non-renewal of, any such insurance shall be endorsed on each policy and certificate of insurance.

15. Indemnity. To the fullest extent permitted by law, Contractor expressly agrees to indemnify and hold City harmless against all losses and liabilities arising out of personal injury, bodily injury or property damages based upon any act or omission, negligent, or otherwise, of the Contractor or anyone acting on Contractor's behalf in connection with or incident to this Contract or the work to be performed thereunder, except that Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

For the purposes of this indemnity clause, "City" shall mean the City of Livonia, its elected and appointed officials, employees, and volunteers working on behalf of the City; "losses and liabilities" shall mean loss, cost, expense, damage, liability or claims, whether groundless or not; "personal injury" shall include but not be limited to mean false arrest, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property or deprivation of any rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which Contractor may be held liable to the

injured party in any action at law, suit in equity or other proceedings for redress; "bodily injury" shall include but not be limited to mean bodily injury, sickness or disease (including death resulting at any time therefrom) mental anguish and mental injury which may be sustained or claimed by any person or persons; and "property damage" shall include but not be limited to mean the damage or destruction of any property, including the loss of use thereof.

The Contractor's obligation to indemnify and hold the City harmless shall include, but not be limited to (1) the obligation to defend the City from any such suit, action, or proceedings, and (2) the obligation to pay any and all judgments which may be recovered in any such suit, action, or proceeding, and/or any and all expenses, including but not limited to costs, attorney fees and settlement expenses which may be incurred.

The Contractor assumes full responsibility for any vehicle and its contents during towing and storage. The Contractor agrees to hold harmless and indemnify the City against any claims for damage or loss to vehicles or contents. The Contractor agrees to procure and maintain insurance as specified in this Agreement. The Contractor maintains worker's compensation insurance and has provided a certificate of insurance to the City prior to the time of entering into the Contract for services. The Contractor has informed its insurer that the City shall receive thirty (30) days notice prior to cancellation of coverage and City shall be named as an added insured party to any policy.

16. Governing Law; Jurisdiction. This Contract is made in and shall be governed by the laws of the State of Michigan.

17. Cancellation by City. This Contract may be canceled by the City by giving five (5) days written notice addressed to the Contractor and sent by certified mail or hand-delivered to the Contractor's address as shown in this Contract. The Contract may be canceled if deemed necessary by the Mayor. The Police Department may call another towing company if the Contractor does not respond in a timely manner or does not provide adequate equipment necessary to provide the services contemplated by the Contract.
18. Cancellation by Contractor. This Contract may be canceled by the Contractor upon ninety (90) days written notice, delivered by certified mail return receipt addressed to the attention of the Mayor.
19. Headings, Gender, Plurality. Pronouns and relative words herein used shall be read interchangeably in the masculine, feminine or neuter, singular or plural as the respective case may be.
20. Conflict. In the event of any conflict between the requirements or provisions of this Contract and the Specifications, the Specifications shall control.
21. Entire Agreement. The foregoing constitutes the entire Agreement between the parties and may be modified only by a written instrument signed by both parties.
22. Authority By Execution: By execution of this Agreement, the respective parties acknowledge that each has executed this Agreement with full and complete authority to do so.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the date set forth below.

WITNESSES:

Charles Petroski

CITY OF LIVONIA, a Michigan
municipal corporation

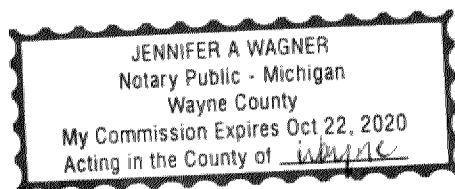
Dennis K. Wright
Dennis K. Wright, Mayor

Eric Adams

Susan M. Nash
Susan M. Nash, City Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 7th day of June, 2016, by the Mayor and City Clerk, respectively, of the City of Livonia, a Michigan municipal corporation, on behalf of the City of Livonia.



Jennifer A. Wagner
Notary Public Jennifer A. Wagner
Wayne County, MI
Acting in the County of Wayne
My commission expires 10/22/2020

WITNESSES:

Daniel Stybel

Eric Adams
ERIC ADAMS

CONTRACTOR:

John E. Klotz

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 3 day of JUNE, 2016, before me personally appeared JOHN KLOTZ of Livonia Towing, a Michigan BASED COMPANY on behalf of the _____

[Signature]
ERIC LADWIG

Notary Public
WAYNE County, MI
Acting in the County of WAYNE
My commission expires 2-20-2022

ERIC LADWIG
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
MY COMMISSION EXPIRES FEB 20, 2022
ACTING IN THE COUNTY OF WAYNE

Approved as to form:

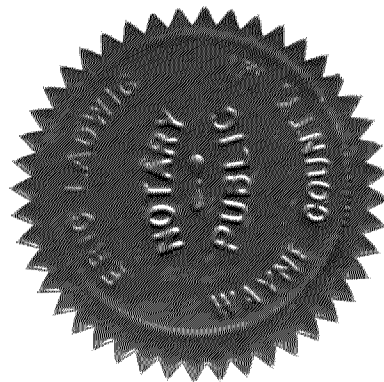
DEPARTMENT OF LAW

By Michael E. Slater
Date 6/7/2016

Approved

[Signature]
Michael T. Slater
Director of Finance

Pursuant to Council Resolution No. 188-16
Adopted by the City Council on May 4, 2016



**APPENDIX TO AGREEMENT FOR
TOWING AND STORAGE OF
ACCIDENT, IMPOUNDED AND OTHER VEHICLES**

**SPECIFICATIONS AND INSTRUCTIONS FOR
TOWING AND STORAGE OF
ACCIDENT, IMPOUNDED AND OTHER VEHICLES**

1. Purpose. The purpose of the contract is to ensure prompt, adequate service with reasonable and uniform cost for towing and storage for the City and the public when requested by the City:
2. Definitions:
 - (a) "City" shall mean the City of Livonia, including its Departments.
 - (b) "Contract" shall refer to the agreement entered into between the City and Contractor as a result of this bid process.
 - (c) "Lot" shall mean the impound/storage yard maintained by the Contractor at 12955 Levan Road, Livonia, Michigan.
 - (d) "Police Department" shall mean the Livonia Police Department.
 - (e) "Vehicle" shall apply to all types of motor vehicles including City owned or leased vehicles.
3. Duties of Contractor.
 - a. Contractor shall have its towing operation and Lot located within the City limit at the onset and throughout the term of the Contract. All vehicles necessary to perform the Contract must be located within the City limits.
 - b. Insurance coverage as described below in paragraphs 17 and 18 shall be maintained by the Contractor throughout the entire contract term.

- c. The Contractor agrees to have a tow truck at the scene and to tow vehicles as requested, within twenty (20) minutes from the time that a call has been placed by the City. Furthermore, Contractor agrees to clean up accident debris from the street upon response to an accident scene. Clean-up will be deemed complete when inspected and approved by the City official in charge at a scene. If response time by the Contractor exceeds twenty (20) minutes, in the judgment of the City official in charge of the scene, another towing service may be called by the City to respond at the scene.
- d. The Contractor shall be capable of supplying five (5) trucks at any one time, including one which is capable of towing/lifting large, heavy duty trucks.
- e. The Contractor shall radio dispatch its tow trucks.
- f. The Contractor shall keep the City informed of the number of tow trucks it owns which will be used in the performance of the Contract, including the year, make, model, and capacity. This information shall be supplied to the Chief of Police.
- g. All vehicles used in the performance of the Contract shall be clearly and permanently marked with the Contractor's name and telephone number.
- h. The Contractor shall charge only for equipment actually needed and requested by police at the scene.
- i. The Contractor shall provide a 24 hour telephone service. The Lot shall be staffed with the Contractor's personnel six (6) days a week (Monday through Saturday) during a minimum of the following hours:

Monday - Friday	9:00 a.m. to 5:00 p.m.
Saturday	10:00 a.m. to 12:00 p.m.

Except for the following City recognized holidays:

January 1	Thanksgiving Day
Memorial Day	December 24 (1/2 day)
July 4	December 25
Labor Day	December 31 (1/2 day)

The above hours of operation and Contractor's business telephone number must be prominently displayed at the Lot.

- j. The Contractor shall furnish towing service for the removal of vehicles, including City-owned or leased vehicles and City-owned equipment, when requested by the Police Department. Such service shall be available on a twenty-four (24) hour basis.
- k. All of the Contractor's drivers shall maintain a current valid Michigan chauffeur's driver's license and have been properly trained in the towing of vehicles. Each Contractor shall furnish, at its own expense, all licenses required by Federal, State or local laws necessary to operate equipment and perform the work required by this bid. Employees of said Contractor shall have all licenses and endorsements required by Federal, State or local laws necessary to operate equipment utilized in the performance of this Contract.
- l. The Contractor shall have tow trucks adequate for towing and/or pushing vehicles, each of which shall include, but not be limited to: dollies, jack-stands, slings, snatch blocks, chains, cables, fire extinguishers, flares, reflectors, flags, brooms and shovels, lights, warning devices, special markings, boom(s) and equipment needed for special handling, which shall

conform with the standards, requirements and regulations mandated by Federal, State, County and City agencies and as outlined in these specifications. All such equipment shall be maintained in good working order to safely perform the service required by the Contract.

- m. The Contractor shall maintain all vehicles and equipment in good mechanical condition, which shall be subject to periodic inspections by the City. All towing vehicles must be equipped with two-way radios capable of covering all of the territory within the City limits.
 - n. The Contractor shall maintain and have available at all times for inspection by authorized City representatives detailed records covering all the services rendered pursuant to the Contract. The City shall provide all required Lot forms as approved by the Police Department.
 - o. The Contractor shall permit members of the Police Department or other authorized City representatives to inspect the Lot, stored vehicles, office or other buildings, and records relative to this bid, whenever it is deemed reasonably necessary by the City.
4. Non-exclusivity of Contractor's Services. The City reserves the right to hire specialized equipment outside the scope of this agreement, when needed, i.e., mobile cranes, or other heavy equipment which might be needed for special situations.
5. Audit. The City reserves the right to conduct an audit at least twice a year of all bills and records relative to the Contract. Contractor agrees to provide access to the records for inspection by the City or its auditors.

6. Abandoned Vehicles.

- a. Vehicles designated by the Police Department as "abandoned" shall be removed at the City's request and held in the Lot until disposed of by public sale.
- b. Vehicles designated by the Police Department as "scrap abandoned" shall be removed by the most expedient means available. The City reserves the right to retain any agency for immediate removal and disposal of those vehicles deemed "scrap abandoned".
- c. The Contract shall not prohibit the Contractor from engaging in separate transactions with private parties for purposes of abandoned vehicle removal on private property. Contractor must comply with State law when so engaged.

7. Use of Lot for Auctions.

- a. A Contractor shall allow the City to have access to the Lot upon reasonable notice to:
 - (1) Accept sealed bids for vehicles or groups of vehicles, as often as deemed necessary by the City.
 - (2) Hold auctions as often as deemed necessary by the City. This entails allowing vehicles to be viewed on the day of the auction.
- b. If no bid is received, the Contractor shall become the owner of the vehicle or group of vehicles, and shall be responsible for disposal.
- c. Public sales shall comply with State law.

8. Storage of Vehicles.

Vehicles towed to the Lot shall be stored with at least one foot of space between vehicles. Unless specifically authorized by the Police Department, towed vehicles will not be disposed of in any way. The Contractor shall be responsible for all maintenance and repair of the Lot. Any inadequacy in the maintenance and repair of the Lot, in the opinion of the Chief of Police, shall be submitted in writing to the Contractor, with ten (10) days allowed for the Contractor to correct the inadequacy.

9. Claiming of Property.

Whenever impounded vehicles are claimed by the owner, the Contractor shall provide the owner with an itemized statement of all charges relating to impounding the vehicle, including a written justification for fees over and above the standard towing fee. Contractor shall make every effort to verify that individual(s) claiming a stored vehicle is the actual owner or authorized representative of the owner before the vehicle is released.

10. Fees and Charges.

- a. All fees and charges are to be collected from the vehicle's owners. The City assumes no responsibility for collecting or guaranteeing payments for towing or storage, except for City vehicles.
- b. The City will NOT be liable for any charges for towing and storage of any private vehicle, nor for any damage or loss incurred in moving any vehicle.
- c. The Contractor shall prominently post at the Lot a list of towing and storage charges, hours of operation as approved by the City, as well as the Contractor's business telephone number.

d. Additional tows within the Lot shall be at Contractor's expense.

11. Collection/Charges.

The City shall not be responsible for the collection or payment of any charge for services rendered by reason of the City having dispatched the service unless such service is applicable to City-owned or City-leased equipment. All such services rendered shall be charged only to the owner/lessee of the towed vehicle or other lawful claimant of possession. The Contractor shall have no claim against the City for any towing or storage charges unrelated to City-owned or City-leased equipment.

12. Service Call Cancellation.

The City reserves the right to cancel a request for services of the Contractor at any time, including up to the time of hook-up, without either the City or owner or operator incurring any charges. If the owner of the vehicle arrives on the scene before the vehicle is towed, and the vehicle can be safely moved by the owner, in the opinion of the Police Officer in charge at the scene, no charges will be incurred. The Contractor agrees that the mere response to a service call, without providing towing service, does not constitute a service call for which charges are applicable.

13. Owner's Request for Tow.

Nothing contained in this bid will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of its own choice, at its own expense, or requesting that its vehicle be towed to a garage or compound other than that of the Contractor, provided such service can be promptly provided. Under no

circumstance shall the Contractor recommend a repair or collision shop to vehicle owner.

14. Cancellation by City.

This Contract may be canceled by the City by giving five (5) days written notice addressed to the Contractor and sent by certified mail or hand-delivered to the Contractor's address as shown in the bid. The Contract may be canceled if deemed necessary by the City. The City may call another towing company if the Contractor does not respond at the scene within twenty (20) minutes from the time that a call has been placed by the City to Contractor or if Contractor does not provide adequate equipment necessary to provide the services contemplated by the Contract.

15. Cancellation by Contractor.

The Contract may be canceled by the contractor upon ninety (90) days written notice, delivered by certified mail return receipt requested addressed to the City.

16. Responsibility For Vehicles and Contents; Hold Harmless; Insurance.

The Contractor assumes full responsibility for any vehicle and its contents during towing and storage. The Contractor agrees to hold harmless and indemnify the City against any claims for damage or loss to vehicles or their contents in accordance with the hold harmless language as set forth in the attached Contract.

The Contractor shall procure and maintain insurance as specified in these Bid Specifications.

17. Contractor's Insurance; Subcontractors.

The Contractor shall not commence work until it has obtained the insurance required in these specifications.

a. Worker's Compensation Insurance:

The Contractor shall procure and shall maintain during the duration of the Contract, worker's compensation insurance for all of its employees to be engaged in work on the project under the contract.

b. Contractor's Public Liability and Property Damage Insurance:

The Contractor shall procure and shall maintain during the duration of the Contract, Contractor's public liability insurance in an amount of not less than \$500,000.00 for injuries, including accidental death, to each person, and subject to the same limit for each person in an amount of not less than \$1,000,000.00 for each occurrence and Contractor's property damage insurance in an amount of not less than \$500,000.00 each occurrence.

c. Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance:

The Contractor shall procure and shall maintain during the duration of the Contract, motor vehicle bodily injury insurance (comprehensive form) in an amount not less than \$500,000.00 for injuries, including accidental death, to each person, and in an amount not less than \$1,000,000.00 for each occurrence and property damage in an amount not less than \$250,000.00 for each occurrence. The Contractor shall procure and shall maintain during the duration of the Contract, hired and non-ownership motor vehicle bodily injury and property damage insurance in an amount of not less than \$500,000.00

for injuries, including accidental death, to each person, and in an amount of not less than \$1,000,000.00 each occurrence and property damage in an amount of not less than \$250,000.00 each occurrence. The contractual liability exclusion in both the general and automobile comprehensive liability insurance must be waived.

d. Subcontractors Prohibited.

Contractor shall not subcontract any services which are the subject of this Contract.

18. Proof of Carriage of Insurance; Notice.

The Contractor shall supply sample certificates of insurance as verification that the Contractor is able to satisfy the insurance requirements. The Contractor shall provide the City, at the time the Contract is returned for execution and prior to performing any services, certificates, and policies listed below, a guarantee that thirty (30) days notice to the City prior to cancellation of, change in, or non-renewal of, any such insurance shall be endorsed on each policy and certificate of insurance.

- a. One (1) copy of Certificate of Coverage of Contractor's Workmen's Compensation Insurance.
- b. One (1) copy of Certificate of Coverage of Contractor's Public Liability and Property Damage Insurance.
- c. One (1) copy of Certificate of Coverage of Contractor's Motor Vehicle bodily Injury and Property Damage Insurance covering owned, hired, and non-owned vehicles.

- d. When requested, a complete copy of any insurance policy required by this Contract.

The insurance required above shall be maintained during the term of this Contract.

19. Hold Harmless.

The Contractor agrees to indemnify and hold the City harmless from any and all claims, suits, actions, damages, and causes of action which might arise during the term of the Contract, for any personal injury, loss of life, and property damage sustained in the performance of the wrecker services resulting from the Contract, and to defend any action or proceeding brought thereon, and from or against any orders, judgment and decrees as may be entered therein.

TABLE OF FEES

<u>City Owned Vehicles</u>	<u>Within One Mile of City Limits (Flat Fee)</u>
Vehicles and equipment 5,000 GVWR and under within one (1) mile of City limits	\$0.00
Vehicles and equipment 5,001 to 10,000 GVWR, within one (1) mile of City limits	0.00
Change tire on City-owned vehicle within one (1) mile of City limits	0.00
Charge if beyond City limits plus one mile (per mile)	0.00
<u>Private Vehicles</u>	
Towing of cars and small trucks from surface locations	95.00
Towing of cars and small trucks from freeways	115.00
Hourly charge for towing medium trucks (one hour minimum)	145.00
Hourly charge for towing large trucks (one hour minimum) (including semi-tractors and trailers, cement trucks, etc.).	200.00
<u>Storage Fees</u>	
Per day or fraction of a day said vehicle is stored in the vehicle pound after noon on the day following the day the vehicle is impounded	20.00
Removal of a license plate for the Police Department	5.00
Hourly charge for extra labor (if required)	65.00

P:\Agreements\towing-2016.doc

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 5, 2022**

2

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and Jim Jolly. Absent: Laura Toy.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Susan M. Nash, City Clerk; Brandi Isaacson, Director of Housing; and Mayor Maureen Miller Brosnan.

3. REQUEST TO APPROVE LOCATION AND SCHEDULE OF DATES AND TIMES FOR THE 2022 BOARD OF REVIEW MEETINGS, AS WELL AS COMPENSATION RATES FOR MEMBERS: Department of Assessment, re: per the requirements of State of Michigan Statute MCL 211.30.

Chris Boggus, introduced himself and thanked Council for their time. He stated he was present on behalf of the Assessor's Office and City Assessor, Linda Gosselin. He stated he is the Industrial Appraiser for the department. This time of year, every year, we come before you to request the approval for the annual Board of Review dates and times as well as the compensation for the Board of Review members. If you have any questions, I would be happy to answer.

President Jolly asking for an approval, correct?

Mr. Boggus responded in the affirmative.

Councilmember Donovic stated he thinks this is first time Mr. Boggus has presented before Council and stated he did a great job. He offered approving on Consent Agenda if there were no objections by Council.

Mr. Boggus thanked Councilmember Donovic.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

3.

**Assessing
December 20, 2021**

Study Meeting of January 5, 2022

MEETING DATE

PREPARED BY

Tuesday
March 8, 2022
Organizational Meeting
9:00 A.M. – 3:00 P.M.
Monday
March 14, 2022
9:00 A.M. – 12:00 P.M.
1:30 P.M. – 4:00 P.M.
Tuesday
March 15, 2022
9:00 A.M. – 12:00 P.M.
1:30 P.M. – 4:00 P.M.
Wednesday
March 16, 2022
5:00 P.M. – 9:00 P.M.
Thursday
March 17, 2022
9:00 A.M. – 12:00 P.M.
1:30 P.M. – 4:00 P.M.
Friday
March 18, 2022 9:00
A.M. – 12:00 P.M.
1:30 P.M. – 4:00 P.M.

Jacob Liberati, Assistant City Assessor,

AGENDA ITEM

REQUEST TO APPROVE LOCATION AND SCHEDULE OF DATES AND TIMES FOR THE 2022 BOARD OF REVIEW MEETINGS, AS WELL AS COMPENSATION RATES FOR MEMBERS:
Department of Assessment, re: per the requirements of State of Michigan Statute MCL 211.30.

BACKGROUND

Dear Council Members:

According to Chapter VIII, Section VI of the City Charter, the Council shall designate the time and place of the Board of Review meetings. Attached find a recommended schedule of dates and compensation of the 2022 meetings, which complies with the requirements of the State of Michigan statute, MCL 211.30.

Council Resolution No. 05-21 previously determined the daily rate of compensation paid to the

members of the Board to be \$120.00 for the Chairperson and \$100.00 for other members. Please incorporate these rates in this year's resolution as maximum daily rates.

RECOMMENDATION

For the 2022 meetings, I recommend the Council:

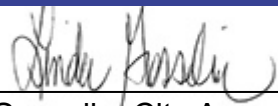
1. Designate the place as the Board of Review conference room; Assessor's Office 33000 Civic Center Drive.
2. Approve the attached schedule of dates and times.
3. Approve the daily rate of compensation as follows:
 1. Chairperson: \$120
 2. Members: \$100

FISCAL CONSIDERATION

ATTACHMENTS

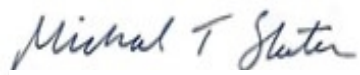
1. 2022 MBOR Schedule

APPROVED BY



Linda Gosselin, City Assessor

Date: December 21, 2021



Michael Slater, Finance Director

Date: December 22, 2021



Maureen Miller Brosnan, Mayor

Date: December 22, 2021

PUBLIC NOTICE
TO ALL PROPERTY OWNERS IN THE
CITY OF LIVONIA
BOARD OF REVIEW MEETING-2022

You are hereby notified pursuant to chapter VIII Section 6, of the Charter of Livonia, the Board of Review will conduct Public Hearings on the following dates in the Board of Review Conference Room of the Assessor's Office in the City Hall, 33000 Civic Center Drive, Livonia, Michigan and such additional meetings as may be necessary for the purpose of reviewing the assessment roll for the year 2022 and hearing any taxpayers deeming themselves aggrieved by the said assessments.

The meetings of the Board of Review provide the only opportunity after March 8, 2022 for property owners to present protests or suggestions relative to the assessed valuation placed on property by the Assessor for the year 2022. Property owners deeming themselves aggrieved by the assessments will have the opportunity to be heard and may obtain further information from the Department of Assessing.

First Session

Tuesday	March 8, 2022	Organizational Meeting	9:00 A.M. – 3:00 P.M.
Monday	March 14, 2022	9:00 A.M. – 12:00 P.M.	1:30 P.M. – 4:00 P.M.
Tuesday	March 15, 2022	9:00 A.M. – 12:00 P.M.	1:30 P.M. – 4:00 P.M.
Wednesday	March 16, 2022	5:00 P.M. – 9:00 P.M.	
Thursday	March 17, 2022	9:00 A.M. – 12:00 P.M.	1:30 P.M. – 4:00 P.M.
Friday	March 18, 2022	9:00 A.M. – 12:00 P.M.	1:30 P.M. – 4:00 P.M.

Pursuant to Public Act No. 165, Public Acts of 1971, we hereby give notice that the following tentative ratio and multipliers will be used to determine the State Equalized Value (S.E.V.) for the year 2022.

CLASS	RATIO	S.E.V. FACTOR (MULTIPLIER)
Agricultural	50.00	1.0000
Commercial	50.00	1.0000
Industrial	50.00	1.0000
Residential	50.00	1.0000
Personal	50.00	1.0000

Note: Appointments for the Board of Review may be made 2022 by calling the Assessor's Office at 734.466.2220.

Linda Gosselin, City Assessor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 5, 2022**

3

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and Jim Jolly. Absent: Laura Toy.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Susan M. Nash, City Clerk; Brandi Isaacson, Director of Housing; and Mayor Maureen Miller Brosnan.

6. REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE RAINBIRD VARIABLE SPEED PUMP STATION FROM SOLE AUTHORIZED DEALER: Department of Parks and Recreation; re: for replacement of Fox Creek Pump Station.

Ted Davis, Superintendent of Parks & Recreation, thanked Council President Jolly for his explanation and stated the Department was looking to purchase a Rainbird variable speed pump station for the Fox Creek Golf Course from the sole source, so we are asking to waive the formal bidding process. Background information was provided to Council and stated he was happy to answer any questions of Council on the subject.

Councilmember McCullough, through the Chair to Mr. Davis, the only question I do have is it looks like the original budgeted amount was close to \$80,000 and your asking for \$90,000, just looking for the reason why?

Mr. Davis explained it was more expensive than we had anticipated it was going to be, the short and simple answer for you.

Councilmember McCullough stated he thought so and appreciated the backup provided and understood this was a sole source for the rainbird. With all the paperwork in order, that is my only question so I would be happy to offer an approving resolution on the Consent.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

7.

Parks and Recreation
December 6, 2021

MEETING DATE

Study Meeting of January 5, 2022

PREPARED BY

Ann Cox, Program Supervisor

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE RAINBIRD VARIABLE SPEED PUMP STATION FROM SOLE AUTHORIZED DEALER: Department of Parks and Recreation; re: for replacement of Fox Creek Pump Station

BACKGROUND

The Department of Parks and Recreation is requesting Council approval for the purchase of a Rainbird Pump Station from SiteOne Golf, 9608 Davis Highway, Dimondale, MI 48821.

<u>Quantity</u>	<u>Product Description</u>	<u>Unit Price</u>
1	Rainbird Variable Speed Pump Station	\$151,884

This total price does not include installation which will be bid separately.

RECOMMENDATION

It is recommended that City Council:

1. Authorize this purchase in the amount of \$151,884 from SiteOne Golf, 9608 Davis Highway, Dimondale, MI 48821, without competitive bidding in as much as SiteOne Golf is the only authorized dealer for Rainbird products for the State of Michigan and no advantage to the City would result from competitive bidding, per the attached authorization letters from Rain Bird and SiteOne Golf.
2. Authorize a budget amendment transferring \$90,000 from the unexpended fund balance of the Golf Course Fund (508) to the Golf Course Capital Projects Fund (409).
3. Authorize a budget amendment in the amount of \$90,000 increasing the budget in account no. 409-000-974-103, Cap Proj-Fox Creek.

FISCAL CONSIDERATION

Funds are budgeted in the amount of \$80,000 in the capital outlay account 409-000-974-103 for the Fox Creek Pump. The additional budget transfer and amendment noted above will cover the cost of this purchase and installation.

ATTACHMENTS

1. 2021 FCGC Pump station

APPROVED BY



Date: December 07, 2021

Ted Davis, CPRP, Superintendent of Parks and Recreation



Date: December 07, 2021

Michael Slater, Finance Director



Date: December 22, 2021

Maureen Miller Brosnan, Mayor



Effective as of January 2017, Rain Bird Corporation has chosen SiteOne Golf as the sole distributor and source for Rain Bird Golf irrigation products and pump stations for the state of Michigan. Golf courses and other purchasers of Rain Bird Golf irrigation products and pump stations in the state of Michigan will purchase products through SiteOne Golf.

In addition, only a Rain Bird pump station will provide full system compatibility and integration with Rain Bird irrigation central control at Fox Creek Golf Course now and through the lifetime of the system.

A handwritten signature in black ink, reading "Chad Kempf".

Chad Kempf
Senior Sales Specialist
Rain Bird Corp
616-443-2449
ckempf@rainbird.com

A handwritten signature in black ink, reading "Steve Rebhan".

Steve Rebhan
Golf Key Accounts Manager
SiteOne Golf
269-209-4631
srebhan@siteone.com



Rain Bird Corporation
6991 East Southpoint Drive
Tucson, AZ 85756
Email: pumps@rainbird.com

PUMP STATION QUOTE

Quote #: GVT110621 401A

Project
Information

Job Name:	Fox Creek GC	Date:	11/6/2021
Job Country:	USA	Distributor Name:	SiteOne
Job State/Province:	MI	Distributor Contact:	Steve Rebhan
Job City:	Livonia	Dist. Contact Email:	srebhan@SiteOne.com
Rain Bird Rep.:	Chad Kempf	Dist. Contact Phone:	269-209-4631

Station
Details

Pump Platform:	T2L075Y1N25058SAX8	Power Requirement:	480/3/60
Station Type:	Vertical Turbine In Wet Well	Max Flow Rate (GPM)	1500
Low water level from slab:	Verify	Discharge Pressure (PSI)	115
Water Source:	Irrigation Pond	Main Disconnect Switch:	400
Water Quality:	Average	Full Load Amps:	249

Site
Conditions

Wet well diameter (area):	48"	Site Elevation:	675'
Low water level:	7'	Intake Flume Dia:	As Existing
Pump set:	12'	Discharge Pipe Dia.:	8"
Wet Well Depth:	13'	Slab Dimensions:	TBD

Pump Station Pricing

Base Price:	\$149,384	The GRAND TOTAL includes the base pump station price, the total price of all selected options, one day of Authorized Service Provider start-up and training assistance, freight to the job site.
Option Pricing:	Included	
Freight:	Included	
ASP Startup/Set Assistance :	\$2,500	
GRAND TOTAL:	\$151,884	

Prices valid for thirty (30) days from the date of this proposal.

Lead Time to Shipment

12 WEEKS	From receipt of all documents below: Purchase Order Signed Quote Signed Approval Drawing	Pump Stations are included in Rain Bird's Pump Station Professional Customer Satisfaction Policy.
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All reasonable efforts will be made to meet the requested shipment date after the receipt of a signed contract however, Rain Bird Corporation will not be liable for delays in shipment or delivery.

Pump Station Details

Main Pumps			
Quantity	Type		Description
2	75	HP MOTOR	Premium Efficiency vertical main motors: Weather Protected Type I (WP1), Inverter ready insulation, precision balanced, high thrust bearing, non-reversing ratchets, motor space heaters, 4-Pole/1800RPM, 1.15 SF. 3-year manufacturer's and Rain Bird warranty
2		PUMP	Vertical turbine main pumps: Low vibration, corrosion resistant, high efficiency ductile iron discharge heads with 416SS line shafts, threaded steel column pipe, high pressure packing seals, 316SS impellers, and galvanized steel basket strainers.
Pressure Maintenance Pump			
Quantity	Type		Description
1	5	HP MOTOR	Submersible pressure maintenance motor 2-Pole/3600RPM, 1.15SF, operating in accordance with NEMA MG-1 and MG-2
1		PUMP	Vertical submersible pressure maintenance pump with stainless steel construction of vital pump components

All main pump motors are VFD or full voltage started. Main motors will auto alternate on start up to equalize run time.
Pressure maintenance pump to be full voltage started only.

System Details

This quote is for a UL Listed prepackaged variable speed vertical turbine pumping station built with custom fabricated steel piping, valves, industrial control panel, and supporting structural steel skid. The manifolds, pipes, and structural skid are to be powder coated green for maximum corrosion and impact protection. The controls shall be mounted inside a UL Listed and NEMA rated industrial control cabinet.

Mechanical System

Description

- Variable Frequency Drive [VFD]
- Programmable Logic Controller [PLC]
- Color touchscreen operator interface [HMI]
- Circuit breaker motor protection
- Dual mechanically and electrically interlocked contactors for main pump motors
- NEMA 4 electrical enclosure with interior panel light
- Heat Exchanger for closed loop cooling of the electrical enclosure
- Pressure relief valve with butterfly isolation valve
- ANSI lugged station discharge isolation valve
- Individual pump silent check valves and isolation valves
- Flow meter spool with paddle wheel flow meter, fertigation run relay, and optical isolator
- Stainless Steel Pressure Transducer
- Low water level safety float switch to protect against loss of prime
- Individual pump air release valve
- Hose bib connection for wash down
- Integral wet well service hatch
- Liquid filled discharge pressure gauge
- All decks, manifolds, internal and external piping - steel grit blasted to white metal condition and polyester powder coated for maximum corrosion protection. Skid also treated with fusion bonded zinc epoxy primer

Control System

Description

- Automatic alternation of main motors to equalize run time
- Automatic pressure ramp-up capability
- Electrical overload shutdown safety
- VFD fault shutdown
- Automatic system diagnostic utility
- Automatic low water level shutdown safety
- Individual pump lighted HOA switches
- High pressure and low pressure discharge safeties
- Main power line phase monitoring
- Single phase and three phase surge protection safeties
- Pump Manager 2 remote control and monitoring software compatible with Smart Pump™ (Requires Ethernet modems for communication).

Pump Station Options

Mechanical Options

Quantity / Type	Cost/EA	Options
1	Included	Small wet well access hatch for chemical tablets
1	Included	Magnetic flow meter upgrade
1	Included	Intermediate turbine pump: 225GPM@120PSI, 25HP, with VFD, FOFO

Control Options

Quantity / Type	Cost	Options
1	Included	Ethernet Radio modem kit (Requires line of site visibility between antennas)

Filtration Options

Quantity / Type	Cost	Options
1	Included	10" auto-flush wye strainer with 1/8 in. perforated screen

Pump Station Professional Customer Satisfaction Policy and Telephone Technical Support Plans

Quantity / Type	Cost	Options
3 Years / 6 Years	Included	Rain Bird guarantees that its pump station will be free of manufacturer defects for three years from the date of start-up but not beyond forty months from the date of purchase by the original customer with a copy of the seller's invoice required for coverage under this Policy. The variable frequency drive (VFD), if applicable, will be free of manufacturer defects for six years from the date of startup, but not beyond seventy six (76) months from the date of purchase. Labor costs associated with repair or replacement of parts will be covered for no more than one year from date of start-up. Refer to the Rain Bird Pump Station Professional Customer Satisfaction Policy Terms and Conditions for details.

Electrical Power Notice

Confirm electrical service (Voltage, Phase, and FLA) on your site matches what is specified in this quote. Electrical changes after an order is placed are expensive and can delay a project. An engineering service charge of \$750 will be assessed to provide technical support. In addition, the customer will be responsible for all parts, labor, and travel to change electrical power required on a station.

Shipment, Delivery, and Set-Up

- All reasonable efforts will be made to meet the requested shipment date after the receipt of a signed contract however, Rain Bird Corporation will not be liable for delays in shipment and delivery.
- **Freight is included in this quote**
- Customer will be responsible for having job site readily accessible for station delivery via flat bed truck.
- Customer will provide the equipment and personnel required to unload and/or set the pump station.
- **Station Set-up assistance charges are included in this quote**
- Customer will be responsible for electrical permit if required.
- Customer will be responsible for primary electrical hookup to pump station.
- Customer will be responsible for making all piping connections.
- Customer will be responsible for building modifications (roof removal & installation) if required.
- Customer will be responsible for wet well, slab and concrete work.
- **To maintain the Pump Station Professional Customer Satisfaction Policy, set-up must be performed by a Rain Bird Authorized Service Provider**

Start-Up

- **Start-up charges include one day on site.** Start-up assistance includes one man-day (8 hours) from the nearest Rain Bird Authorized Service Provider to start the pump station and verify proper functionality.
- Any additional support (including excessive travel) shall be remunerated by customer.
- Purchaser will notify Rain Bird 21 days in advance of the desired start-up date.
- Purchaser will be billed an additional \$950.00 if the startup date is changed with less than two days advance notice.

Payment Terms and Banking Notes

- Due net 10th prox., past due thereafter.
- Interest of 10% per annum is charged on overdue accounts and interest charges will be enforced.
- In the event the customer cannot take delivery on the requested date, delivery shall be deemed completed at the pump station manufacturing facility for the purpose of payment and eighty (80) percent of the contract price will be due immediately, not to exceed ten (10) days. In addition, the customer will be responsible for additional storage and handling charges incurred with a minimum charge of \$750 to be added to the invoice.
- All purchase orders are subject to acceptance at the factory in Tucson, Arizona. Receipt of production deposit, verification of acceptable credit and confirmation of order are required before production. On orders of \$100,000 or less, a 25% production deposit is required to initiate the order with a balance due net 10 days from date of final invoice. On order greater than \$100,000, a 50% production deposit is required and balance is due net 10 days from date of final invoice.

Other Information

- Prices valid for thirty (30) days from the date of this proposal.
- State and local sales taxes are not included in these prices.
- Seller retains a security interest in the above mentioned equipment as provided by the UNIFORM COMMERCIAL CODE, until payment is received in full.
- All claims for shortages or incorrect deliveries must be submitted in writing to Rain Bird Customer Service within 15 days after receipt of goods.
- Pump Stations are considered a Special Order product. A completed Pump Station unit may not be returned to Rain Bird for credit. Order cancellations are subject to fees of up to 100% of the total pump station order price depending on the time of cancellation.

- Rain Bird's warranty does not cover damage caused by or resulting from misapplication, abuse or failure to conduct routine maintenance or winterization. Damage caused by freezing temperatures below 32°F will not be covered under warranty regardless of whether or not an environmental package or heater is installed.
- This pump station is custom designed to operate within the stated minimum and maximum flow rates. Operating this pump station outside of the stated design parameters violates any warranty stated or implied. Rain Bird only guarantees performance within design specification as listed on this quote only.
- This pump station is designed with standard construction materials, and is intended for fresh water pumping only. Using this pump station to pump aggressive/corrosive liquids, salty water, reverse osmosis water, deionized water, etc. voids any stated or implied warranty as well as Rain Bird's Pump Station Professional Customer Satisfaction Policy.
- During the duration of the Pump Station Professional Customer Satisfaction Policy, customer may be billed for on-site service or spare parts required to repair system or component failures resulting from lightning strikes, electrical surge, operator error, inadequate maintenance or other site anomalies.
- This Rain Bird Pump Station Quotation document is complete, and the pumping station will be manufactured as described in this quote only. No additional equipment or services will be provided that are not specifically listed in this quote. Manufacturing methods, materials, and processes are per Rain Bird's Pump Station Specification document, and is the only governing design specification, unless where otherwise listed in this quote. Please reference Rain Bird's Pump Station Specification for all design, manufacturing, and engineering clarifications to this quote
- Rain Bird's Pump Station Professional Customer Satisfaction Policy is available upon request.

Acceptance

I/We hereby agree that in the event of default in the payment of any amount due, and if this account is placed in the hands of an attorney or agency for collection or legal action, to pay an additional charge equal to the costs of collection including agency, private process servers fees and reasonable attorney's fees, court costs incurred and any other costs of collection permitted by the laws governing these transactions. A charge up to 1.5% per month (or maximum allowable under law) which is ANNUAL PERCENTAGE RATE OF 18% will be added to any balance due after thirty (30) days from the date of invoice. All payments and/or credits are applied to the outstanding balance before computing a finance charge.

Quote Summary

Job Name:	Fox Creek GC
Quote Number:	GVT110621401A
Total Price:	\$151,884
Lead Time:	12 WEEKS

Accepted By

Company Name: _____

Signed By: _____

Print Name: _____

Date: _____

End User Name: _____

Address and contact info: _____



VERTICAL TURBINE VARIABLE SPEED PUMP STATION SPECIFICATION

Project Name: Fox Creek Golf Course

Project Location: Livonia, MI

Date: October 21, 2021

Pump Station Model No:

Volumetric Flow Rate: 1,500 GPM

Discharge Pressure: 120 PSI

Main Pump Quantity: 2 75 HP **Power:** 480 VAC, 3 Phase

Intermediate Pump: 1 25 HP

Pressure Maintenance Pump: 5 HP

SCOPE OF WORK

This specification describes a prefabricated, skid mounted, variable speed line shaft vertical turbine pump station. Design, manufacture, and testing are the sole responsibility of the pump station manufacturer. The pump station is to provide water to the irrigation system while simultaneously maintaining a constant discharge pressure by using a prefabricated pump station with variable frequency drive (VFD) controlled pumps for pressure regulation, under varying flow conditions from the minimum specified flow up to the maximum specified capacity.

1.0 MANUFACTURER

The pump station shall be of the type manufactured by **Rain Bird Corporation**, at the facility in Tucson, Arizona, or approved equal. Submissions for consideration of equal must be submitted in writing prior to the bid closing and contain the capacities described in the technical specifications.

The following information must be furnished by the contractor or manufacturer's representative:

- A complete specification for the pump station including name of all manufacturers of components to be supplied for the specific application.
- A pump station proposal drawing illustrating complete pump station detail and layout with dimensions and including pump curves and technical specifications for all components.
- UL file number for the manufacturer (for packaged Pump Station and Control Panel – UL-508A).



- To ensure full system compatibility and single point responsibility for complete irrigation system upgrades or new installations, the irrigation central control and pump station shall be supplied by the same manufacturer.

The pumping station shall conform to all of the following specifications in all respects.

The prefabricated pump station is to achieve, at the station discharge isolation valve, the volumetric flow rate and pressure stated in the technical specifications.

The station shall be completely constructed both hydraulically and electrically, and flow tested to full station capacity at factory prior to shipment to job site. Verification of testing shall be provided by the manufacturer upon request. Construction shall include a fabricated steel or aluminum plate and skid assembly to support all components during shipping and to serve as the installation mounting base.

It is the sole decision of the owner's representative as to whether proposed equals are accepted by the owner.

2.0 MECHANICAL

2.1 Base Construction

The pump base will be manufactured out of carbon steel or marine-grade aluminum with channel construction to provide proper structural support for all equipment mounted on the base during reasonable and competent transportation, loading and off-loading, installation and operation.

- **Pump Plate** The plating under the pumps and pump heads shall be composed of ½" steel or 1" aluminum, supported by 6" or 8" structural frame support underneath and between each main pump. The main structural support will be provided by the channel construction and sufficiently sized for weight and wear. The plate and channel construction shall be designed so as to be structurally sound and sufficiently rugged to withstand potential damage caused by wear or vibration and keep the pump shafts true in their hanging vertical orientation.
- **Deck Plate** The deck plate for the rest of the station shall be composed of minimum 3/8" steel or ½" aluminum on remainder of the base, utilizing 6" or 8" channel construction to provide rigidity to withstand normal operational stresses. All deck plating shall be smooth steel or aluminum to minimize wear points and surface area and provide superior corrosion resistance. Diamond-deck patterned materials are not acceptable.
- **Handling hooks** for loading, off-loading and installation of the station will be provided.
- **Hardware** Easy-to-access stainless steel bolt hardware shall be welded onto the base to facilitate easy installation and servicing of the pumps. Zinc-plated, or cadmium-plated hardware will be used to retard corrosion.
- **Welding** all deck and pump plates shall be 100% complete seam-welded. No skip welding on perimeter of deck plate allowed.
- **Access Hatches** Integral framed access hatch with ½" carbon steel shall be designed into the base.



2.2 Piping Requirements

Pipe and fittings will meet ASTM A-53 Grade B steel pipe specifications. Flanges will be ANSI 150 psi-rated. Pipe will be schedule 40 or heavier.

- **Discharge Manifold** Pumps shall discharge into an oversized pipe discharge manifold to minimize friction losses and eliminate air build-up. Manifold shall be sized not to exceed a speed of 7 FPS, based on full flow.
- **Minimum connections** at the manifold shall include a 3/4" hose bib connection, pump discharge entrances, exit pipe, pressure relief valve, and pressure gauge port.
- **Fitting Pressure Rating** Threaded-type fittings welded onto the piping will be rated at more than 150 PSIG working pressure.
- **Discharge Outlet** The discharge outlet of the system will be welded into the manifold and shall have an ANSI 150 PSI flange for connection to the irrigation system.
- **Pump discharge connections** to the discharge manifold will be via rolled grooved fittings to allow for ease of pump fit-up and adjustment. Machined grooves will not be accepted.

2.3 Powder Coating – Required for all Carbon Steel Components

The pump station base, all piping and supports shall be finished with a polyester powder coat paint application according to the following specifications. For normal pump station applications, polyester powder coating is the only acceptable method of paint application to ensure long life and superior corrosion resistance.

- Skid, piping and base shall be grit-blasted with steel shot to a white metal finish prior to paint application.
- Base, pipe, and fittings (not motors, pumps, or electrical panel) will initially be primed with epoxy powder coating Zinc Rich Primer EAS6-C0025 and then powder coated with Fence Green Powder PGS8-C0651, both supplied by **Sherwin Williams**. The powder coat shall be solid in color to facilitate easy touch-ups and color matching in the field. Coating shall be applied in a single homogenous layer following the paint manufacturer's specifications with thickness of nominal 5 mils. A touch up kit shall be provided from the manufacturer for "touch-up" requirements in the field.
- Powder coating shall be applied to the inside of piping, where practical, that is mounted on the pump station base to increase corrosion resistance.
- When requested, the manufacturer shall submit results of salt spray testing on a representative paint sample, as conducted by an independent third party. The coating must receive a test score of 10 out of 10 based on a 1,400 hour duration salt spray test, with no degree of rusting or blistering, as reported by the third party test facility. The testing shall follow ASTM tests, D1654, D610 and D717 per ASTM B117.

2.4 Valves and Gauges

- **Check valves** shall be mounted on discharge side of each pump between the discharge head and the isolation valve. They shall be of the wafer-style, silent-operating type. Check valves shall pass 100% of the pump volume. They will begin to close as velocity decreases and fully close at zero velocity. This will prevent reversal of flow. The valves shall be as manufactured by Val-Matic or equivalent. Standard construction shall be a cast iron body with a bronze disk. For corrosion resistance, the valves shall be epoxy coated.



- **Butterfly isolation valves** (lugged style) shall be utilized for pump isolation. Valves will be rated for 200 PSI and sized according to the manufacturer's technical specification sheet. Lever-operation shall be employed for valves 4" and larger. Gear-operation shall be employed for valves 10" and larger. The valves shall be as manufactured by Kitz or equivalent. Standard construction shall be an epoxy coated ductile iron body, epoxy coated steel handle, ductile iron with ENP (Electroless Nickel plating) or stainless steel, stainless steel shaft and Buna-N (or EPDM) seat and seals.
- **Discharge Isolation** A pump station discharge isolation valve (lug style) will be installed on the pump station discharge to isolate the pump station from the irrigation system. The valve will be equipped with a ten-position locking lever or gear operator. The valves will be rated at 200 PSI. The valves shall be as manufactured by Kitz or equivalent. Standard construction shall be an epoxy coated ductile iron body, ductile iron disk, stainless steel shaft and Buna-N (or EPDM) seat and seals.
- **Pressure Gauges** All pressure gauges shall be mounted with an isolation valve, in a location easily viewable by the operator. Gauges shall be glycerin or silicon filled and 2.5" in diameter. The gauge shall be selected so that the maximum expected operating pressure shall not exceed 75% of gauge range. The gauges shall be as manufactured by WIKA or equivalent.

2.5 Pressure Relief Valve A pilot operated modulating pressure relief valve shall be installed downstream of the pump station pumps and sized per the technical data sheet.

- The valve is designed to relieve excess pressure at a designated pressure in excess of the normal operating system pressure. The valve shall be quick opening and slow closing to minimize pressure surges.
- The pressure relief valve shall not be used as an integral part of normal irrigation pressure control. The pressure relief valve shall work hydraulically and shall not be operated or opened from any electrical external source or control.
- The valve shall be factory set 15 PSI above system operating pressure (but not over any rating of a Pump Station component) and will relieve back to the wet well (or back to the lake, based on specification) when the inlet pressure exceeds spring setting on pilot.
- The valve will seal by means of a corrosion-resistant seat and resilient seat disc.
- The valve body shall be ductile iron with 125 LB inlet and outlet flanges, and shall be rated for 250 PSI.
- A wye-strainer shall be installed in the inlet side of the valve body to provide clean water to the CRL pilot.
- A lug style butterfly valve shall be installed on the inlet of the relief valve for maintenance purposes. Specifications for this isolation valve will be the same as for the station isolation valve also found in this specification.
- It will be operationally and hydrodynamically tested prior to shipping.
- Pressure relief valve shall be manufactured by CLA-VAL.

3.0 ELECTRICAL

All electrical controls shall be U.L. listed. Manufacturer shall provide U.L. file number upon request. The entire panel shall be labeled as a complete U.L. listed assembly with manufacturer's label applied to the station.



3.1 Pump Station Electrical Enclosure and Associated Penetrations

- The pumping station electrical controls are to be mounted in a lockable NEMA 4 steel enclosure, fabricated of 12-gauge steel, and designed and built per UL 508 specifications.
- Door gaskets seals will be closed-cell neoprene, sufficient to protect interior components from weather and dust.
- All wiring within and interconnecting the panel and pump will be complete. Wiring troughs and cable raceways will be self-contained within the enclosure. The manufacturer shall supply a complete wiring circuit diagram showing all components, terminals and wiring. All components within the enclosure shall be labeled and wires shall be numbered to correspond with the wiring diagram.
- Components within the enclosure shall be mounted on a removable back panel. Component mounting screws shall not be tapped into the enclosure wall.
- Installation of water lines inside the enclosure is not permitted.
- An air-to-water heat exchanger unit or air conditioner is to be utilized to cool the enclosure and remove VFD-generated heat.
- Open cooling systems that penetrate the enclosure and could allow introduction of foreign material into the enclosure are not permitted.

3.2 Main Electrical Disconnect

A three-pole main electrical disconnect is to be installed inside the electrical enclosure to secure all power to the electrical panel.

- The main disconnect is to be non-fused and sized as per the manufacturer's technical data sheet.
- The main disconnect is to be interlocked with the panel door to prevent entry while disconnect is in the "ON" position.

3.3 Control Transformer (120 VAC)

A control transformer is to provide 120V power to the pump station controls. The control transformer shall be protected on primary and secondary sides with appropriately sized circuit breakers. The control transformer shall not power any loads other than the pump controls and optional 4-amp outlet.

3.4 Surge Suppression

3.4.1 Three Phase Surge Suppression

Surge suppressor is to meet or exceed the following criteria and must comply with U.L. 1449 – 3rd Edition:

- Minimum single impulse current rating: 40,000A per phase.
- Short Circuit Current Rating (SCCR) 200KA
- Duty cycle testing: L-N 2,500 V, L-L 4000V, 10KA impulses with < 10% drift.
- Response time: <50ns.

Suppressors are to be constructed of solid-state components and operate bi-directionally. Minimum continuous operating voltage of the suppressor is to be 1000V L-L and 750V L-N.



3.4.2 Single Phase (120VAC) Surge Suppression

Surge suppressor is to meet or exceed the following criteria and must comply with UL 1449 – 3rd Edition:

- Minimum single impulse current rating: 19,500A per phase.
- Duty cycle testing: 3,000 10KA impulses with < 10% drift.
- Response time: <1ns.

Suppressors are to be constructed of solid-state components and operate bi-directionally. Minimum continuous operating voltage of the suppressor is to be 700V L-L and 600V N-G.

3.5 Secondary Control Circuit (24VDC)

Appropriately rated single-pole secondary distribution circuit breakers are to supply power to the 24 VDC control transformer for powering PLC inputs and outputs as well as the pressure transducer, and any other 24 VDC circuits as specified.

3.6 Motor Protection

Motors are to be protected from an over-current condition via the use of industrial grade circuit breakers of the type manufactured by Mitsubishi, or equivalent.

- The circuit breakers will be fast acting, low peak, current limiting, and meet A.I.C. as required by UL.
- The use of fuses for main motor protection is not permitted.
- Bi-metallic thermal overloads will be utilized for motor protection.
- Phase and voltage imbalance as well as phase loss conditions shall be monitored and alarmed by devices listed in section 3.8 below.

3.7 Motor Starting

Motors that are started across the line shall use industrial grade IEC rated motor starters sized equal to or larger than the rated motor load (per manufacturer's data sheet) and will be of the type manufactured by Mitsubishi or equivalent. Motor starters shall have a mechanical endurance rating of 5 million operations for loads over 40 amps and 10 million operations for loads under 40 amps. Temperature rating shall be from -20 to +55 °C. Non-reversing contactor designs shall include mechanical and electrical interlocking capability.

Motors that are started by VFD shall use parameters as described in Section 4 below.

3.8 Main Line Power and Phase Monitor

The incoming power will be monitored by a phase loss/low voltage system relay to de-energize the pump station control circuit or motor contactor if a phase failure, phase reversal or low voltage condition occurs.

- If the maximum number of attempted automatic re-starts is reached and the phase failure/low voltage alarm condition remains, the alarm will be required to be manually reset.
- Individual motor overloads will also act as phase monitors for each motor.



3.9 Electrical Power

Pump station electrical wiring is to conform to NEC Standards. All wiring from control panels to motors is to use UL listed, water tight, flexible conduit with copper conductors rated for not less than 600 volts. Wires are properly sized to carry the full load amperage of the motors without exceeding 70% capacity of the conductor. A grounding cable sized to NEC requirements shall be included in the flexible conduit. There shall be no splices between the motor starters and the motor connection boxes.

4.0 CONTROLS

4.1 Programmable Logic Controller

The Programmable Logic Controller (PLC) shall handle all control logic in the pump station. Control software is to be parameter driven and allow user to easily change **ALL** operational parameters via the Human Machine Interface (HMI). The PLC shall be manufactured by Mitsubishi, and meet the following specifications:

- **Program memory:** EEPROM memory
- **Setting switch:** RUN/PRG selector switch
- **LED indication:** POWER, RUN, ERROR, BATTERY, LED, I/O

4.2 Variable Frequency Drive (VFD)

4.2.1 VFD Manufacturer

- The Variable Frequency Drive shall be as manufactured by Mitsubishi Electric Automation, Inc.
- The VFD control technique shall employ pulse width modulated (PWM) control.
- Private labeled products are not permitted.
- The VFD shall employ modular cooling fans – no tools required to exchange (up to 75Hp).

4.2.2 VFD Environmental Ratings

- The VFD shall be designed to operate in the following Ambient Temperature range: Non-freezing.
 - Variable Torque and Constant Torque loads: -10C to +50C (14 to 122F).
- The storage temperature shall be -20C to +65C (-4 to 149F), non-condensing. Applicable for short periods, such as during transit.
- The maximum relative humidity shall be 90% at 50C (122F), non-condensing.
- The VFD shall be rated to operate at altitudes less than or equal to 1,000m (3,280ft).
- For altitudes above 1,000m (3,280ft) the VFD shall be de-rated as follows:
 - All sizes: Reduce the rated output current (Amperes) by 3% for every 500m (1640ft), up to 2,500m (8,200ft) maximum (91% of rated).
 - Consult factory for higher altitudes.



4.2.3 VFD Ratings

The VFD shall be designed for operation with the following input voltages.

- Model FR-F820: 1Hp to 75Hp using nominal 230VAC input voltage.
 - 170-242Vac 50HZ
 - 170-264Vac 60Hz
 - 200-240Vac (+10%/-15%)
- Model FR-F840: 1Hp to 800Hp using nominal 480VAC input voltage.
 - 323-528Vac 50/60Hz
 - 380-480Vac (+10%/-15%)
- The input voltage frequency range shall be 47.5 to 63 Hz.
- The displacement power factor shall not be less than 0.93 with optional DC line reactor at 100% load factor. (DC reactor shall be standard for VFDs of 100HP and above.)
- The efficiency of the VFD at 100% speed and load shall be not less than 95%.
- The VFD shall conform to the European Union ElectroMagnetic Compatibility directive, CE labeled. The VFD shall meet product standard EN61800-3 for Second (2nd) Environmental.

4.2.4 VFD Protection

- The VFD shall be U.L. 508C-Listed for use on distribution systems with 65kA rms available fault current, based upon the UL short-circuit test.
- The VFD shall be protected against short circuits between the output phases & ground and the logic & analog outputs.
- Once operational, monitoring shall continually take place and an abnormality will result in an alarm.
- For a fault condition other than an internal fault, an auto restart function shall provide up to 10 programmable restart attempts. The programmable time delay before each restart shall range from 0 to 10 seconds.
- The deceleration ramp of the VFD shall be programmable for normal and fault conditions.
- The VFD shall include Metal Oxide Varistors (MOVs) wired to the incoming AC terminals.
- The VFD shall be insensitive to input power phase sequence.
- The VFD shall monitor the main circuit capacitors, control circuit capacitor, in-rush suppression circuit, and cooling fan and shall provide a pre-alarm so that maintenance can be scheduled.
- The VFD shall include parameter selectable input and output phase loss protection.
- The VFD basic insulation level shall be tested based upon ANSI/IEEE C62.41-1999.

4.2.5 VFD Adjustments and Configurations

- The VFD shall store the last eight (8) alarm faults and data at time of fault. The data shall include output frequency, output current, output voltage and VFD operation time at fault occurrence.
- The VFD shall have two (2) different selectable settings for accel/decel times, torque boost, base frequency, stall prevention frequency and current, and output frequency detection functions.
- The VFD shall be able to limit motor rotation to only one direction.
- The VFD shall have two (2) output current detection functions that are able to trigger individual alarms.



- High output current detection.

4.3 Main Motors – VFD Start Selection

This section refers to the VFD start selection protocol to start the main motors. An intermediate pump shall have a separate dedicated VFD if quoted. VFDs shall be used to start the main motors in one of two following methods, as specified by the irrigation designer. The technical specifications at the end of the document shall be considered as accurate if any question regarding the approved method for this station.

4.3.1 Single VFD

One single VFD shall be employed to start the main motors. The VFD shall start the lead motor and all subsequent motors will be started with across-the-line power. After each irrigation event is complete, the next motor in line will be designated by the control software as the lead motor. It shall be started with the VFD and the remaining motors will be started with direct across-the-line power. This process will continue with each successive irrigation event, alternating the lead motor to maintain consistent motor/pump operation times. In systems with more than two main motors, the following protocol shall be followed:

- a) The lead motor will be started with the VFD. Accumulated operating hours of the remaining motors will be evaluated and the motor with the lowest operating hours shall become the next lead motor to be started during the next irrigation event.
- b) Accumulated operating hours for the main motors will be maintained within +/- 8 hours of each other.

4.4 Alarms

Standard alarm features that shall be included are as follows:

- Emergency Stop
- Low discharge pressure
- High discharge pressure (attempts restart)
- Low water level (attempts restart)
- Phase loss (attempts restart)
- Low voltage (attempts restart)
- VFD fault (shutdown VFD pump only and attempts restart)
- Flow meter fault
- Motor over temperature (optional)
- High Flow
- Excessive pump starts (shut down pump if any user selectable limit is exceeded)

All alarms will be indicated on touch screen operator interface. Specific alarm conditions will be displayed in English on the touch screen operator interface. Pilot light indicators shall not be acceptable.



4.5 Color Touch Screen Operator Interface

The Color Touch Screen Operator Interface, also commonly known as the Human Machine Interface (HMI), is to be a full-color 8.4 inch NEMA 4 rated touch-screen unit. Larger sizes shall be available if desired. It shall be mounted in the enclosure door. The HMI shall be able to access all pump information, including but not limited to logging, alarm, and current status readings. It shall have a minimum data storage capacity of 4.0 GB of industrial grade memory with a USB connection on the front panel for data accessibility. The HMI shall be able to select and change all pump and pressure settings. The HMI will employ multiple levels of password protection to help prevent accidental programming errors within sensitive operating parameters.

The use of a text display operator is not permitted.

The HMI shall be multilingual (English, Spanish, French (Canadian), Chinese (Mandarin), German, Russian, Korean and Swedish) and shall show the following information on a default screen:

- Current Date and Time
- Current Volumetric Flow Rate - Gallons per Minute (GPM)
- Current Pressure (PSI)
- Log-In Icon
- Language Selection
- VFD Speed %
- Fault conditions
- Pump selected for VFD operation
- Pump operation select position (Manual/Off/Auto)
- Pumps operating

PLC bypass switches shall be mounted on the front of the NEMA 4 electrical panel to allow the user to manually operate pumps should the PLC experience a failure. Each three position Auto/ Off / Hand switch is illuminated when the corresponding pump is activated.

An Emergency Stop button shall be mounted on the front of the NEMA 4 electrical panel to enable the user to shut the pump station down in an emergency situation.

4.6 HMI Operation

The HMI shall have the following capabilities.

- Individual pumps including the PM Pump can be enabled or disabled. The display will indicate color-coded operation as follows:
 - Ready to Start Automatically (Yellow)
 - Off (Grey)
 - Running across-the-line (Green)
 - Running utilizing VFD (Blue)
 - Disabled by the HOA switch (Purple)
 - Out of sequence due to time-of-day lockout (Black)
- Alarm and Alarm Reset
- Multi-level Password Protection
- Multiple trend displays:
 - 6-hour standard (30-second average sampling rate)



- 5-minute troubleshooting (1-second average sampling rate)
 - Both trends are capable of simultaneously displaying:
 - Preset Pressure
 - Discharge Pressure
 - Inlet Pressure (if secondary transducer is installed)
 - VFD speed
 - Discharge flow rate
 - Secondary flow rate (if a secondary flow meter is installed)
 - Available flow capacity
 - Number of pumps running
 - Alarms
- 2-minute tuning trend
 - High speed 100ms sampling rate used to help tune the PID parameters.
 - Set point pressure
 - Discharge pressure
 - VFD speed
 - Volumetric flow (can be hidden to declutter the screen)
- 24-hour lake-level trend
- The user shall be able to hide or display specific data on each trend line as well as adjust the scale, as desired.
- Historical data shall be accessed via navigation buttons. These buttons will have "press-and-hold" functionality to quickly navigate through past data. The date and time will be shown for any period of time shown on screen. Each trend shall include a cursor to display the exact data at a specified time.
- The user shall be able to download all logged data, as a CSV file, to the USB flash drive output located in the lower left corner of the control screen.
- Preset Pressure: Set point pressure shall be adjustable based on specification.
 - The station shall provide an automatic preset pressure adjustment based on the number of operating pumps. Adjustment shall increase or decrease the preset by a user-defined differential pressure. This allows the user to maintain a lower set point when not operating the pumping station for irrigation use and to variably increase as demanded flow increases.
 - The station shall provide an additional automatic preset pressure adjustment based on an external signal. The adjustment shall increase or decrease the preset by a user defined differential pressure.
- Main Pump Start and Stop Pressure Settings: The HMI shall allow for user defined start and stop margins and delays for both small and large under-pressure or over-pressure events. The interface shall have a user-defined delay for a second pump start to prevent cycling a pump on and off that is not required for the demand flow.
- PM Pump Adjustments: The HMI shall allow for user defined start and stop margins and delays for both small and large under-pressure or over-pressure set points and delays. Additionally, flow values for when the PM pump is active (or not) shall be used if the system is equipped with a Flow Meter.



- Flow Meter Adjustments: The HMI shall allow lead pump shutoff control to be managed by flow settings.
- Smart Fill (line re-pressurization) Adjustments: The HMI shall allow the station to slowly ramp up system pressure if the discharge pressure falls below a user-defined set point. Smart Fill shall incrementally increase VFD speed by 0.25% if the rate of change of pressure is within 1.5 PSI per a user-defined time interval. **Note: The intended function of this program is to refill lines during re-pressurization, not initial fill of lines during an event like spring start-up or initial fill which should be done with direct supervision.**
- Filter Flushing Adjustments: The pumping station shall be capable of flushing periodically per user-defined time interval or pressure differential. It shall provide a user-defined flushing time per element. A flushing counter shall be provided with reset abilities. The HMI must allow for manual flush operation.
- PID controls shall include multiple sets of parameters for improved tuning capability. Parameter sets shall be selected based on flow rate. PID controls shall provide an automatic adjustment if pressure rises above the preset by user-adjustable margins in order to immediately react to and mitigate over pressure conditions above set point.
- HMI shall provide Water Feature Controls with the following options:
 - Time-of-day start/stop based on a 7-day schedule or a standard daily configuration.
 - VFD speed control
 - Minimum operating and rest times
 - Motor overload or VFD fault alarms
 - Prevent operation during lake overflow, low water level or three-phase power faults.
 - Flow rate monitoring.
 - Additionally, the Water Feature Controls shall provide alternative configuration to be used as a time-of-day master-valve control, or a generic timer in which alarms are bypassed.
- HMI shall provide an auxiliary run relay to activate fertigation, or other accessory, based on minimum and maximum flow rates.

4.7 Pressure Transducer

A solid-state pressure transducer shall be used to provide all pressure signals for the pump station control logic.

- The transducer shall provide a noise free, linear output proportional to discharge pressure.
- The transducer shall be solid-state, strain gauge type with integral voltage regulation and output accuracy not less than 0.25%.
- The pressure transducer is to be constructed of stainless steel and rated for system pressure.
- Plastic pressure transducers are not permitted.

4.8 Flow Meter:

A flow meter is to be installed for providing the pump station flow rate and total flow through the operator interface. If not clarified, the technical data sheet at the end of the document shall be considered as accurate.



4.8.1 Krohne Magnetic Flow Meter

A magnetic flow meter shall be installed for providing the pump station flow rate and total flow through the operator interface. Meter must be installed with at least 5 upstream and 3 downstream pipe diameters of straight uninterrupted flow to yield the accuracies listed below. The magnetic flow meter shall meet the following specifications:

Flow Range:	0.8 - 33 fps (0.24-10 m/s)
Minimum Conductivity:	5 micro siemens/cm
Accuracy:	± 0.25% accuracy of flow rate between 1-33 fps. ± 0.5% accuracy of flow rate between 0.1-1.0 fps.
Electrode Materials:	Standard material shall be AISI 316 Ti
Pressure Limits:	Upper pressure limit, unless specified otherwise, shall be 200PSI (20 Bar)
Coil Power:	Pulsed DC power shall be supplied to the meter
Ambient Temperature:	-20°F to 160°F, (-28°C to 71°C)
Meter Housing Material:	Carbon Steel welded
Flanges:	Carbon Steel - Standard (ANSI B16.5 Class 150 RF)
Signal:	4-20mA for communication with control system Pulsed for communication with fertigation system
Meter Enclosure Classification:	NEMA 4

5.0 PUMP AND MOTOR ASSEMBLIES

The pump station manufacturer will adhere to the following specifications in all areas.

5.1 Main Irrigation Pumps

- All main irrigation pumps are to be from the same manufacturer. The pumps shall be manufactured according to the standards of the Hydraulic Institute and to ANSI specification No. B58.1.
- The pump manufacturer will have a network of worldwide service centers, which will have spare parts and service technicians to address service, repair and warranty issues.

5.1.1 Pump Discharge Head

- The discharge head shall be manufactured of ASTM A48, CL 30 cast ductile iron with a 60,000 PSI tensile strength, and shall be powder coated for maximum corrosion resistance. The discharge head assembly is to be accurately machined with a rabbet fit for mounting the driver and supporting the column assembly. The design will allow for the head-shaft to couple above the stuffing box assembly. The discharge head stuffing box area is to include an integrated drain, which will be directed back to the wet well along with an air relief outlet to be piped to the wet well.
- The discharge head is to have a working pressure of at least 275 PSI and shall incorporate a 150 lb. ANSI discharge flange in the design.
- The cast iron stuffing box is to be rated for 250 PSI with a minimum of six (6) packing rings and an adjustable packing gland. Any bypass tubing for lubrication and cooling will return to the wet well. A neoprene rubber slinger will be installed on the top shaft above the packing gland.
- The head-shaft will be two-piece, 416 SS, turned, ground, and polished. Impeller adjustment will be provided at the top of the head-shaft.

5.1.2 Pump Column Pipe, Shafts, Impeller and Bowls



- **Column Pipe** shall be manufactured with ASTM A-53 Grade B steel pipe. The column pipe will be furnished in interchangeable sections not more than twelve (12) feet in length and will be threaded or flanged. If threaded, the threads shall be machined to eight (8) threads per inch with a 3/16" taper and parallel facing to ensure proper alignment and to secure the bearing retainers when assembled.
- **Line-shafts** shall be manufactured of 416 SS, turned, ground and polished. They shall be true within 0.005 in. total indicator reading for a 12 ft. section. The butting faces will be machined with center relief and square to the axis of the shaft. The line-shaft will be coupled with 416 SS extra heavy duty couplings, and held in place by bronze bearing retainers with neoprene bearings at each threaded joint.
- **Pump bowls** shall be of cast iron, ASTM A-48 Class 30 or 316 Stainless Steel. The bowls will have glass lined waterways to reduce friction losses and maximize efficiency and wear protection. Intermediate bowls will be provided with C93200 Bronze B505 bearings.
- **Impellers** shall be manufactured out of 316 SS A744M-00 and shall be enclosed type, machined, balanced, and trimmed for optimum performance. Stainless Steel grades other than 316 series are not acceptable. They will be fastened to the shaft with an A108-99 carbon steel collet.
- **Suction bell** shall be fitted with grease packed C93200 Bronze B584-00 bearings and protected by a 304SS A744M-00 sand collar secured to the shaft with set screws. The suction bell will be fitted with a galvanized steel slip-on basket strainer. The strainer inlet area will be more than 4 times the suction bell inlet area.
- **Bowl shaft** shall be ASTM, A582 grade 416 stainless steel turned, ground, and polished.
- **Vertical turbine pump length** is to extend to 12" (30cm) above the bottom of the wet well.
- **Operating Speed** The main pumps are to operate up to a maximum of 1760RPM for 60 Hz applications. (1450RPM for 50Hz applications). The pressure maintenance pump is to operate at 3550RPM for 60 Hz applications. (2960RPM for 50Hz applications).

5.2 Pressure Maintenance Pump

For the purpose of maintaining system pressure during non-irrigation periods, a pressure maintenance pump (PMP) shall be incorporated in the system. Pressure maintenance pump shall be submersible type, constructed of stainless steel.

- The PMP shall be sized to prevent main pump cycling.
- The PMP shall perform as specified in the Technical Specifications.

5.3 Main Irrigation Pump Motor

Motors supplied for the main irrigation pumps shall be WP1 squirrel cage induction 4-pole motors (meeting the requirements of NEMA design B) rated for continuous duty, and meet government required Premium Efficiency standards.

- The thrust bearing will handle the entire hydraulic thrust load of the pump plus the weight of the rotating parts.
- Insulation of the coils shall be Class H.
- The motor rating shall be such that at design it will not be loaded beyond nameplate rating.



- Each motor shall be equipped with a 120 volt anti-condensation heater (to be energized when the motor is not running) and a non-reverse ratchet to prevent catastrophic pump damage due to power reversal.
- Main irrigation pump motors shall be operated in accordance with NEMA MG-1 and MG-2.
- Motors designated for 60Hz operation are rated for a service factor of 1.15. International duty motors designated for 50Hz operation are rated for a service factor of 1.0.
- Optionally, if the pump station will not be housed in a permanent enclosure, TEFC motors may be specified in place of WP1 motors.

5.4 Pressure Maintenance Pump Motor The system shall be equipped with a pressure maintenance pump. The PMP shall be equipped with a 2-pole, high efficiency submersible motor.

- The pressure maintenance pump shall perform as specified by the Technical Specifications.
- The pressure maintenance pump motor shall be operated in accordance with NEMA MG-1 and MG-2

6.0 REMOTE MONITORING AND CONTROL PACKAGE

Pump station manufacturer shall provide the following remote monitoring system. Remote monitoring and control software shall have been developed internally by the pump system manufacturer and shall operate within the Windows® operating platform.

6.1 Remote Pump Station Control and Monitoring.

Pump station monitoring software shall be included with the pump station. The software shall be 100% compatible with the Microsoft Windows 10 operating system. Software shall be graphical in nature with full (point and click) mouse control. The monitoring system shall be capable of communicating via an Ethernet-IP connection. The pump station software shall be field configurable for hardwired Ethernet extenders or 900MHz Ethernet enabled radios.

The software shall include functionality in flow rate units of GPM, m3/hr, l/s. The software shall allow pressure units of psi or bars. The software shall include the following languages: English, Swedish, German, French, Spanish, or Portuguese. The software shall have user defined logging abilities of Alarms, Data, and Events. The software shall allow user defined maximum values for pressure and flow trends. The software shall allow up to 10 individual pump stations to be monitored and controlled.

The software shall enable users to locally and/or remotely access up to 10 pump stations simultaneously. All required hardware at the pump station shall be supplied by pump station manufacturer. The computer and the monitor for remote monitoring shall be supplied by others. Any direct burial cable shall be supplied by others.

Pump Manager 2 software shall be included. The remote computer shall be able to monitor the following parameters:

- Individual pump operating status. The status shall be color-coded as:



Enabled – Yellow.
Disabled – Gray.
Running – Green.
Alarm – Red.

- Preset operating pressure can be viewed and adjusted remotely.
- Actual discharge pressure and flow rate can be viewed remotely.
- Graphical display of historic discharge pressure and flow rate.
- VFD controlled pump speed can be viewed remotely.
- Active alarms or faults can be viewed remotely and adjusted or reset.
- Communication connectivity status can be viewed remotely.

Manufacturer shall provide the capability to monitor and control the pump system from a remote location. Owner shall supply the following equipment:

- PC with Pentium (or higher) processor
- Microsoft Windows 7 operating system
- 1 GB or RAM minimum (4 MB recommended)
- Hard disk space required: 200 MB
- VGA or higher-resolution (SVGA recommended) video card and monitor
- CD-ROM drive
- Microsoft or compatible pointing device
- Available Ethernet port, a second port may be necessary to create two networks. One network for standard Internet access and the other network for pump station access.

Monitoring software shall be user configurable. Communications shall be capable of the following basic modes but as specified in the technical information and specifications section. The pump station shall communicate to the remote monitoring computer by the following method:

- **Wireless Radio connection** – the pump station shall communicate with the remote pump monitoring computer via GE MDS iNET-II radios. The radio kit shall utilize 900-MHz spread spectrum, high-speed frequency-hopping transceivers. This option utilizes an Ethernet port at the pump station and the remote monitoring computer. The radio modem kit requires "line of sight" visibility between the pump station and central for Ethernet port communications.

6.2 Irrigation Central Control Communication

The station must be compatible with a Rain Bird central control irrigation system that enables automatic adjustment of the irrigation demand in the field based on real time flow observed at the pump station.

- The central control software must be capable of interacting with real-time flow measurements at the pump station, comparing with theoretical flow rates in the irrigation central control software, and automatically adjusting demand, increasing or reducing the number of irrigation stations active in the field in response to observed demand at the pumping station. This shall allow the pump station to operate at peak design efficiency in real time without affecting the majority of the ongoing irrigation.



- The ability to adjust field demand must be based on the actual pump station flow meter reading during an irrigation cycle.
- The system must also be capable of recognizing actual flow discrepancies, based on continuous comparison to the expected system flow, as indicated in the irrigation control software. These discrepancies may be caused by numerous events during the irrigation cycle and include, but are not limited to, database inaccuracies, stuck irrigation valves, or pipe leaks and pipe breaks, both small and large. The monitoring software shall have user-selectable settings to ensure complete control of the pump station reaction to a variety of these fault indicators. The reactions can include notifying the user via phone, text message, or email, pausing irrigation, or completely shutting down the pump station and pausing the irrigation software.
- In addition to taking immediate, real-time action in the field, the software will be capable of sending alarms to the user or designated personnel by phone, text or email when faults are detected. This will ensure the user can make independent decisions to respond to faults, if desired.
- **This ability to interact with the central control software must be guaranteed by the pump station manufacturer to remain fully compatible with future versions of Rain Bird central control software.**

7.0 TESTING REQUIREMENTS

The pump station manufacturer shall have on their premises a complete hydraulic flow testing facility, capable of testing pump stations to 100% of pump station design capacity with all pumps fully engaged.

Prior to shipment, the pump station shall be fully assembled at the manufacturing facility, including the assembly and mounting of pump shafts, pump heads, and motors. The station shall be hydraulically flow tested to design capacity across a full range of operating parameters to ensure that all components are operational and in proper working order. Any required calibrations will be performed during this factory test. All electrical amperage draw measurements and calibration / control adjustments and settings will be recorded in the operation manual test section.

The complete pumping system shall operate without undue vibration throughout the range of operating conditions. The unit shall be given a running test of normal start and stop conditions under load. Any defects shall be corrected and adjustments made at the expense of the manufacturer. Test shall be repeated until satisfactory results are obtained and operation is deemed satisfactory.

8.0 ON-SITE PUMP INSTALLATION

Off-loading and installation of the pump station shall be the responsibility of the customer or designated representative, unless specifically agreed upon in writing between the interested parties. The customer, or his/her designated representative, shall provide the equipment utilized to off-load and install the pump station unless specifically agreed upon in writing between the interested parties.

Following the installation of the pump station, the complete pumping system shall be given a complete test across the full range of operation.



8.1 Authorized Service Provider

The pumping system manufacturer shall attest that a factory trained service provider is present within a 200-mile radius of the installed pump station.

9.0 TRAINING REQUIREMENTS

The pumping system manufacturer shall provide training for the end user on proper operation of the pumping system. The training will be performed on the actual installed equipment after such time as installation, startup, and calibration have been completed.

10.0 WARRANTY

The pump station manufacturer must guarantee that its pump station will be free of manufacturer defects for three years from the date of start-up but not beyond forty months from the date of purchase by the original customer with a copy of the seller's invoice required for coverage under this Policy. The variable frequency drive (VFD) will be free of manufacturer defects for six years from the date of startup, but not beyond seventy-six (76) months from the date of purchase. Labor costs associated with repair or replacement of parts will be covered for no more than one year from date of start-up. Refer to the Rain Bird Pump Station Professional Customer Satisfaction Policy Terms and Conditions for details.

11.0 INCLUDED EQUIPMENT

The following optional equipment, from above list, shall be included in the base bid:

- 1) Lake level control circuit, Float Switch style (FS).
- 2) Auto-flush Wye-Strainer.
- 3) Power Zone Transformer 115V/230V, available per specifications as 3KVA.
- 4) Alarm light indicator



12.0 TECHNICAL INFORMATION

Total Pump Station Design Requirements

Irrigation Zone	Design Flow Rate (GPM)	Design Pressure (PSI)
1	1,500	120

Required Incoming Power

	Voltage	Amperage	KVA	Phase	Hertz
Service Entrance	480	249	190	3	60

Pump Station Main Disconnect

	Amps	Volts
Service Entrance	400	600

Variable Frequency Drive

Ambient Temperature	-10 °C to +50°C (non-freezing)
Ambient Humidity	90% relative humidity (non-condensing)
Maximum Efficiency	98% full load (55,000 Watts)
Frequency Rating	100% at rated load, 120% OL / 1 min, 150% OL / 3 sec

Standard Safeties

Incoming Phase Failure, Phase Reversal, Low Voltage, and High Voltage Safety
Individual motor over load protection
High and Low Discharge Pressure Fault Alarm
Low Water Level Safety
High Flow Fault Alarm



Motor and Pump Data

	PMP	Intermediate Pump	Main Pumps	Units
Motor Power	5	25	75	HP
Motor And Pump Speed	3450 (60 Hz)	Submersible 3490 (60 Hz)	1780 (60 Hz)	RPM
Motor Service Factor (Sine Wave Power)	1.15 (60 Hz)	1.15 (60 Hz)	1.15 (60 Hz)	-
Motor Efficiency (Main Motors are High Efficient)	84	84.5	95	%
Motor Power Factor	0.8	0.8	85.3	-
Motor Type	SUB	SUB	VHS	-
Motor Full Load Amperage	8.65	39.5	87	AMPS
Motor Protector Setting	13.8	63	139	AMPS
Motor Circuit Breaker Rated Operational Current	15	100	150	AMPS
Motor Circuit Breaker SCCR Rating	25,000	25000	25,000	AMPS
Motor Starter Type	XL	VFD	VFD/XL	-
Altitude De-rating Factor For Main Motors	N/A	N/A	N/A	%
Individual Motor Exhaust Fan Requirements	N/A	N/A	1200	CFM
Total Station Exhaust Requirements	2400			CFM
Individual Pump Flow Rates	47	238	750	GPM
Individual Pump Total Dynamic Head	300	300	300	FEET
Pump Efficiency at Design Flow Rate	69.7	73.9	83.66	%



Maximum Pump Shut Off Head	370	450	480	FEET
Pump Column Pipe Diameter	2	4	6	INCHES
Pump Discharge Flange Size	2	4	6	INCHES
Check Valve Size	2	4	6	INCHES
Check Valve Maximum Pressure Rating	250	250	250	PSI
Check Valve Pressure Loss at Design Flow Rate	1.1	1.5	2.2	PSI
Pump Isolation Valve Size	2	4	6	INCHES
Pump Isolation Valve Maximum Pressure Rating	200	200	200	PSI
Pressure Relief Valve Size	4			INCHES
Station Isolation Valve Size	6			INCHES
Station Isolation Valve Maximum Pressure Rating	200			PSI

All Main Motors to be VFD rated, Motor Starting Code G, Design B, and Class H Insulation

Pump Station Discharge Information

Zone	Isolation Valve	Meter Run Size	Meter Type	Z Pipe	TOLs
1	8"	8"	Magmeter		3

Fertigation System Interface

Run Relay	X	Optical Isolator	X
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Wet Well and Pump Set Information

		Units
Wet Well Depth (For bidding purposes. Confirm before manufacturing.)	13	Feet
Pump Set (For bidding purposes. Confirm before manufacturing.)	12	Feet
Wet Well Open Area	48	Inches Dia.



RAIN BIRD PUMP STATION PROFESSIONAL CUSTOMER SATISFACTION POLICY TERMS AND CONDITIONS

Rain Bird guarantees that its pump station will be free of manufacturer defects for three years from the date of start-up but not beyond forty months from the date of purchase by the original customer with a copy of the seller's invoice required for coverage under this Policy. Start-up or service by anyone other than a Rain Bird authorized representative, when required, will void these terms and conditions.

Provided that all installation, start-up, operation responsibilities, and recommended maintenance procedures have been properly executed and performed by authorized Rain Bird representatives, when required, Rain Bird will replace or repair, at Rain Bird's option, any Rain Bird part found to be defective under normal recommended use during the effective period of this Policy, such evaluation to be solely determined by Rain Bird. Rain Bird's only obligation and customer's exclusive remedy under this Policy is limited to repair or replacement, at Rain Bird's option, of the parts or the products the defects of which are reported to Rain Bird within the applicable Policy period, which prove to be defective and such evaluation will be solely determined by Rain Bird.

In no case will Rain Bird cover labor costs associated with repair or replacement of parts beyond one year from date of start-up. Repairs performed and parts used at Rain Bird's expense must be authorized by Rain Bird, in writing, prior to repairs being performed. Product repairs or replacement under this Policy will not extend this Policy. Coverage for repaired or replaced product shall end when this Policy terminates. Rain Bird's sole obligation and customer's exclusive remedy under this Policy shall be limited to such repair or replacement.

Upon request, Rain Bird may provide advice on trouble-shooting a defect during the effective period of this Customer Satisfaction Policy. Repair service must be performed by a Rain Bird authorized representative regardless of whether the labor is covered by Rain Bird or is at the owner's expense during the effective period of this Policy. However, no service, replacement or repair under this Customer Satisfaction Policy will be rendered while the customer is in default of any payments due to Rain Bird.

Rain Bird will not accept responsibility for costs associated with the removal, replacement or repair of equipment in difficult-to-access locations and such evaluation will be solely determined by Rain Bird. Difficult-to-access locations include (but are not limited to) locations where any of the following are required:

- 1) Cranes larger than 15 tons
- 2) Divers
- 3) Barges
- 4) Helicopters
- 5) Dredging
- 6) Roof removal or other such construction/reconstruction requirements
- 7) Any other unusual means or requirements

Such extraordinary cost associated with difficult-to-access locations shall be the sole responsibility of the customer, regardless of the reason requiring removal, repair or replacement of the equipment.

The terms and conditions of this Customer Satisfaction Policy do not cover damage, loss or injury caused by or resulting from the following:

- 1) Misapplication, abuse, or failure to conduct routine maintenance (to include winterization / winter lay-up procedures).



- 2) Pumping of liquids other than fresh water as defined by the U.S. Environmental Protection Agency, unless the pump station quoted by Rain Bird specifically lists these other liquids and their concentrations.
- 3) Use of pesticides (to include insecticides, fungicides and herbicides), free chlorine or other strong biocides.
- 4) Exposure to electrolysis, erosion or abrasion.
- 5) Use or presence of destructive gases or chemicals unless these materials and their concentrations are specified in the Rain Bird quotation.
- 6) Electrical supply voltages above or below those specified for correct pump station operation.
- 7) Electrical phase loss or reversal.
- 8) Use of a power source other than that specified in the original quotation.
- 9) Non-WYE configured power supplies such as open delta, phase converters or other forms of unbalanced three phase power supplies
- 10) Improper electrical grounding or exposure to incoming power lacking circuit breaker or fused protection.
- 11) Using the control panel as a service disconnect.
- 12) Lightning, earthquake, flood, windstorm or other Acts of Nature.
- 13) Failure of pump packing seal (unless the failure occurs on initial start-up).
- 14) Any damage or loss to plants, equipment or groundwater or injury to people caused by the failure of or improper use of an injection system or improper concentration of chemicals or plant nutrients introduced into the pump station by an injection system.
- 15) Any failure of nutrient or chemical storage or spill containment equipment or facilities associated with the pump station location.

THE FOREGOING TERMS AND CONDITIONS CONSTITUTE RAIN BIRD'S ENTIRE PUMP STATION CUSTOMER SATISFACTION POLICY. THIS POLICY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE ALL HEREBY EXPRESSLY DISCLAIMED. THE SOLE REMEDY UNDER THIS POLICY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF THE PUMP STATION OR ITS COMPONENTS PURSUANT TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE CASE OF ANY COMPONENTS OR INJECTION SYSTEMS MANUFACTURED BY OTHERS (AS NOTED ON THE PUMP STATION QUOTATION), THERE IS NO WARRANTY PROVIDED BY RAIN BIRD AND THESE ITEMS ARE COVERED SOLELY BY AND TO THE EXTENT OF THE WARRANTY IF ANY, OFFERED BY THOSE OTHER MANUFACTURERS.

RAIN BIRD SHALL NOT BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY LIABILITY, LOSS, DELAY OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY USE, DEFECT, FAILURE OR MALFUNCTION OF THE PUMP STATION OR BY ANY INJECTION SYSTEM WHETHER A CLAIM FOR SUCH LIABILITY, LOSS, DELAY OR DAMAGES IS BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE. RAIN BIRD SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, COLLATERAL OR INDIRECT DAMAGES OR DELAY OR LOSS OF PROFIT OR LOSS OF USE OR ANY DAMAGES RELATED TO THE CUSTOMER'S BUSINESS OPERATIONS, NOR FOR THOSE CAUSED BY ACTS OF NATURE. IN NO CASE AND UNDER NO CIRCUMSTANCES SHALL RAIN BIRD'S LIABILITY EXCEED THE RAIN BIRD CORPORATION'S NET SALE PRICE OF THE PUMP STATION.

Laws concerning customer warranties and disclaimers vary from state to state, jurisdiction to jurisdiction, province to province or country to country and therefore some of the foregoing limitations may not apply to you. The exclusions and limitations set out above are not intended to, and should not be construed so as to contravene mandatory provisions of applicable law. If any part or term of this Policy is held to be illegal, unenforceable or in conflict with applicable law by a court of competent jurisdiction, the validity of the remaining portions of this Policy shall not be affected, and all rights and obligations shall be construed and enforced as if this Policy did not contain the particular part or term held to be invalid.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 5, 2022**

4

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and Jim Jolly. Absent: Laura Toy.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Susan M. Nash, City Clerk; Brandi Isaacson, Director of Housing; and Mayor Maureen Miller Brosnan.

8. **AWARD OF CONTRACT:** Department of Parks and Recreation; re: for Senior Fitness Passport memberships to the Jack E. Kirksey Recreation Center.

Ted Davis, Superintendent of Parks & Recreation, stated this is again another senior Medicaid membership offering. There are so many of these right now, Senior Sneakers of course being the most popular and the one everyone has heard of as it the brand name. Council recently approved Peerfit, with another provider. This is again through Optim Healthcare Solutions called the Senior Fitness Passport membership. It will follow the same guidelines as our existing two contracts do offering matinee memberships free of charge. This one has a higher reimbursement rate. It is per visit, \$3.20 per visit, for a maximum payout of \$32.00 per month based of course on the number of times a person visits in a particular month. This is a good deal for us considering our current matinee membership is \$19.00 per month. So, again this is open to residents and non-residents. We have already done this with Silver Sneakers and Peerfit. We are asking Council to approve the contract for Optim Healthcare Solutions to offer this Senior Fitness Passport. I would be happy to answer any questions Council may have.

Councilmember McCullough offered an approving resolution on Consent if there are no objections.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

8.

Parks and Recreation
December 9, 2021

MEETING DATE

Study Meeting of January 5, 2022

PREPARED BY

Ann Cox, Program Supervisor

AGENDA ITEM

AWARD OF CONTRACT: Department of Parks and Recreation; re: for Senior Fitness Passport memberships to the Jack E. Kirksey Recreation Center.

BACKGROUND

The closure of the Livonia YMCA has highlighted the need in our community for low-cost senior options. The Y had previously offered this membership program.

RECOMMENDATION

The Department of Parks and Recreation requests approval of the attached contract with Optum Health Care Solutions, LLC. This agreement will allow the Jack E. Kirksey Recreation Center to offer Fitness Passport memberships to our senior community.

FISCAL CONSIDERATION

The attached agreement allows for a reimbursement of \$3.20 per visit to the Rec Center with a maximum payout of \$32.00/month. This includes all the amenities normally provided for all our memberships. The current price of a Matinee membership is \$19.00/month or \$190/year for Livonia residents.

ATTACHMENTS

1. 2021 Optum Health Fitness Passport

APPROVED BY

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

Date: December 09, 2021

Ted Davis, CPRP, Superintendent of Parks and Recreation



Date: December 10, 2021

Michael Slater, Finance Director



Date: December 10, 2021

Paul Bernier, City Attorney



Date: December 22, 2021

Maureen Miller Brosnan, Mayor

FITNESS PASSPORT SERVICE AGREEMENT

This Fitness Passport Service Agreement (this “Agreement”) is entered into on June 1, 2021 (the “Effective Date”), by and between OptumHealth Care Solutions, LLC, including its affiliates (“Optum”) and Jack E. Kirksey Recreation Center, City of Livonia, including its Participating Facilities (“Network”). For purposes of this Agreement, Network and Optum shall collectively be referred to herein as the “Parties” and individually as a “Party”.

WHEREAS, Network wishes to become part of the Optum Fitness Passport network comprised of facilities that provide services to support the Fitness Passport Program to Optum’s clients; and

WHEREAS, Optum provides its client’s Members access to the Fitness Passport Program (as further described in Appendix A attached hereto and incorporated by reference); and

WHEREAS, Optum desires to include Network as part of its Fitness Passport Program offering so that Optum’s client’s Members may access the Fitness Passport Program.

NOW THEREFORE, for and in consideration of the above recitals, and the mutual covenants and agreements set forth below, and in exchange for other valuable and adequate consideration which the Parties agree is sufficient to enter into this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Except as otherwise specifically indicated, the following terms shall have the following meanings in this Agreement (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

Activation ID: A unique system-generated number assigned by Optum and used by both Parties to identify a Member who enrolls in the Fitness Passport Program.

Activation Letter: A letter, which displays the Activation ID that Members print off and present to a Participating Facility to enroll in the Fitness Passport Program.

Fitness Passport Program: A program sponsored by Optum as described in Appendix A herein.

Eligible Member: A benefit holder enrolled in a qualifying health plan that may or may not be a member of a Participating Facility and is not enrolled in the Fitness Passport Program.

Member: A benefit holder enrolled in a qualifying health plan that is enrolled in the Fitness Passport Program and is a member of a Participating Facility.

Participating Facility: Each Network facility location, unless otherwise excluded as expressly stated in Appendix A herein that is obligated by this Agreement to participate in the Fitness Passport Program.

Network Facility Reimbursement: The amount of reimbursement Optum has agreed to remit to Network toward a Member’s monthly membership rate that Network represents has met the established Fitness Passport Program visit criteria as defined by Optum in Appendix A.

ARTICLE 2 TERM AND TERMINATION

2.1 Term. The initial term of this Agreement shall begin on the Effective Date and shall continue through December

31st of the first calendar year (“Initial Term”). Thereafter, this Agreement shall automatically renew on the same terms and conditions on January 1st of each calendar year after the Initial Term for successive twelve (12) month terms (each a “Renewal Term”), unless otherwise agreed to in writing prior to September 1st of each calendar year or otherwise terminated in accordance with Section 2.2 of this Agreement. The Initial Term and each subsequent Renewal Term may be referred to collectively or separately as “Term.”

2.2 Termination. This Agreement may be terminated by any of the following:

- a) If either party provides written notice of non-renewal for the next Renewal Term no later than September 1st of the current Term. Following proper notice of non-renewal the current Term will effectively terminate as of midnight local time of Network on December 31; or
- b) By either Party upon mutual written agreement; or
- c) If either Party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after written notice is given by the non-breaching Party, the Agreement shall terminate at the end of the thirty (30) day period.
- d) This Agreement shall terminate immediately and automatically upon delivery to the other Party of written notice of termination on the occurrence of one of the following:
 - i. Bankruptcy, insolvency or the dissolution of either Party;
 - ii. Unauthorized assignment of this Agreement; or
 - iii. The loss of any license, qualification, authorization, accreditation or certification required for a Party to perform its duties under this Agreement that was not the result of such Party’s willful or negligent act or omission.

Each Party agrees to notify the other Party in writing not later than five (5) business days after the occurrence of any of the events referred to immediately above.

2.3 Effect of Termination: Upon termination of this Agreement, each Party shall immediately cease using the other Party’s name, symbol or logo (“Mark”), including but not limited to uses of the Mark authorized by this Agreement. Notwithstanding, the obligation to pay Network Facility Reimbursement to Network by Optum shall survive Termination for 120 days after the termination date.

2.4 Ongoing Obligations. Termination shall not affect either Party’s liability for any obligations incurred by such Party prior to the effective date of termination.

ARTICLE 3 OBLIGATIONS OF NETWORK

3.1 Access to, Fulfillment of, and Membership Fees for the Fitness Passport Program. Each Participating Facility shall provide all Members with unlimited visits to the Participating Facility and all standard Network services, during the hours of operation as advertised by the Participating Facility to include, if applicable, an initial orientation to a Participating Facility and the equipment. In connection with participating in the Fitness Passport Program, each Participating Facility will provide Members with unlimited visits to Participating Facility at the rate set forth in Appendix A.

3.2 Acknowledgement. Network acknowledges that Optum is not a payer of services nor an insurer with respect to any services provided by the Network as part of this Agreement.

3.3 Compliance with Applicable Laws. Both Parties shall comply with all applicable local, state and federal laws. Network shall also obtain and maintain any and all licenses required to fulfill its duties and obligations under this Agreement.

3.4 Cooperation with Optum. Both Parties agree Network shall be the first point of contact for Members and Eligible Members and shall assume all service responsibility with respect to Member participation in the Fitness Passport Program, unless the Member contacts Optum first, in which case that Member will be re-directed to the Network. In the event of an escalated issue whereby Optum's assistance is required for resolution, Optum agrees to cooperate with Network in handling any complaints or inquiries from Members or Eligible Members regarding the Fitness Passport Program.

3.5 Account Management. Network will assign an account management individual or team to support Optum with implementation of the Fitness Passport Program.

ARTICLE 4 OBLIGATIONS OF OPTUM

4.1 Payment to Network. Optum shall pay Network the Network Facility Reimbursement set forth in Appendix A for each eligible Member that meets the Fitness Passport Program's monthly visit requirement. Payment details for the Network Facility Reimbursement are set forth in Appendix A.

4.2 Hold Harmless. Network agrees that the only payment Optum is responsible for is in accordance with its obligation described in Section 4.1. The Member is responsible for all other costs, fees and charges related to services not included in the Network standard membership services. Network will not seek and will hold Optum harmless for any charges, fees, costs or expenses a Member may incur that are not part of the obligation of Optum under Section 4.1.

4.3 Promotion of Services. Optum shall promote the Fitness Passport Program to Eligible Members through the Optum Web site, marketing and sales brochures, and other distribution channels designated by Optum, including but not limited to telephone and email communications. Optum shall be responsible for the design and production of any such materials and the design and maintenance of the Optum Web site.

ARTICLE 5 CONFIDENTIALITY

5.1 Information. Each Party acknowledges that in the course of performing under this Agreement, it may learn confidential, trade secret, or proprietary information concerning the other Party or third parties to whom the other Party has an obligation of confidentiality. Each Party shall protect and shall not disclose the other's proprietary information, including but not limited to, trade secrets, lists of Activation IDs and Participating Facilities, Member information, reimbursement amounts, and patented, trademarked, trade-named, service-marked, and copyrighted material or other property belonging to it or to a third party to whom it has an obligation of confidentiality ("Confidential Information").

5.2 Protection of Confidential Information. Each Party agrees that during the term of this Agreement:

- (a) it will use such Confidential Information only as permitted by this Agreement or as otherwise permitted in writing,
- (b) it will not disclose such Confidential Information orally or in writing to any third party without the prior written consent of the other Party,
- (c) it will take at least those precautions to protect the other's Confidential Information as it takes to protect its own similar information, and
- (d) it will not otherwise use such Confidential Information for its own purposes or that of any other person or entity.

A Party may disclose Confidential Information if required by law, legal process, or court order, in which case the disclosing Party shall notify the other Party sufficiently in advance of the disclosure, as allowed by law, to permit intervention at its option. The obligations stated in this Section shall

survive termination of this Agreement for so long either Party has access to the other's Confidential Information.

Optum acknowledges that Network is subject to the Michigan Freedom of Information Act ("FOIA"), MCL 15.231, et seq. Network will be deemed compliant with this Article 5 if it provides notice to Optum that Network has received a FOIA request for Confidential Information unless 1) Optum identifies in timely fashion a FOIA exemption which explicitly protects the Confidential Information, and 2) Network fails to assert the exemption in its FOIA response.

5.3 Privacy. Each Party agrees to be bound by any applicable state and federal rules and regulations concerning the privacy and security of Member information.

5.4 Trademarks, Logos and Copyrighted Materials.

Network hereby acknowledges that Optum and its affiliates may, from time to time during the term of this Agreement, provide Network with marketing, promotional or other advertising materials intended for use in connection with the promotion of the Program (such materials together with all content, trademarks, trade names, and/or logos of Optum and its affiliates, the "Optum Marketing Materials"). Optum hereby grants to Network a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display the Optum Marketing Materials during the term of this Agreement without modification solely in connection with the promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect and Network shall immediately cease its use and display of the Optum Marketing Materials. All uses of the Optum Marketing Materials shall be subject to Optum's prior approval. Optum hereby represents and warrants to Network that it has the right to grant the license as set forth in this paragraph. Except as expressly set forth in this Agreement, Network obtains no other rights in or to the Optum Marketing Materials and Optum and its respective affiliates reserve all rights

Network hereby grants to Optum and its affiliates a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display all names, trademarks, trade names, service marks and logos of Network and its affiliates (collectively, the "Network Marks") during the term of this Agreement solely in connection with the administration and promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect. Network hereby represents and warrants to Optum that it has the right to grant the license as set forth in this paragraph.

ARTICLE 6 DISPUTE RESOLUTION

In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the Parties first met to discuss it, and either Party wishes to further pursue resolution of the dispute, that Party shall refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one (1) year after the date one Party first gave written notice of the dispute to the other Party. A single mediator engaged in the practice of law, who is knowledgeable as to the subject matter relevant to the dispute, shall conduct the mediation under the then current rules of the AAA. The mediation shall be held in a mutually agreeable site. Nothing herein is included to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction.

ARTICLE 7 RESPONSIBILITY FOR DAMAGES AND INDEMNIFICATION

7.1 Responsibility for Damages. Each Party shall be responsible for any and all damages, claims, liabilities, or judgments it incurs that arise as a result of its own acts or omissions. Any costs for damages, claims, liabilities, or judgments incurred at any time by one Party as a result of the other Party's negligence or intentional wrongdoing shall be paid for or reimbursed by the other Party.

In no event shall either Party be liable to the other for incidental, consequential, economic, special, or lost profit damages, even if such Party has been advised of the possibility of such damages. Consequential damages include, but are not limited to, lost profits, lost revenues, and lost business opportunities, whether or not the other Party was or should have been aware of the possibility of these damages.

ARTICLE 8 MISCELLANEOUS

8.1 Entire Agreement. This Agreement, exhibits and attachments constitute the entire understanding between the Parties and supersedes all proposals, communications and agreements between the Parties relating to its subject matter.

8.2 Independent Contractors. The Parties' relationship to each other is that of independent contractors. No Party shall be deemed to be, or hold itself out as, a partner, agent, employee or joint venture partner of any other Party. No Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent any other Party as an agent, employee or in any other capacity.

8.3 Insurance. Each Party, at its sole cost and expense, shall procure and maintain in full force and effect for the term of this Agreement and after its termination for so long as the services are provided to Members pursuant to this Agreement, adequate commercial general liability insurance coverage, including but not limited to contractual liability insurance coverage, with limits that are reasonable and customary for its business to cover liabilities and claims which may arise in relation to or in connection with providing such Party's respective services under this Agreement, but in no event less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

8.4 Certificate of Insurance. Network and Optum agree to 1) provide the other, within ten (10) business days of a written request, with a Certificate of Insurance with respect to all liability insurance required under this Agreement, and 2) maintain the foregoing policy or policies of insurance without material change or cancellation except upon thirty (30) days written notice to the other Party.

8.5 Right to Audit. Optum shall have the right to review or to appoint an independent third party auditor to review the files and materials used by Network for the purpose of auditing compliance by Network related to Network's obligations under this Agreement. Optum may exercise such right of audit during normal business hours upon five (5) business days prior written notice to Network. Network shall cooperate with Optum's auditor in the performance of any audit. Optum shall be solely responsible for the cost of the audit.

8.6 Fitness Passport Program Performance Standards. The Fitness Passport Program Performance Standards are attached hereto and incorporated herein by reference as Appendix B.

8.7 Assignment. Except as provided in this Section, neither party may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld. Network and Optum acknowledge that persons and entities under contract with or affiliated with them may perform certain services under this Agreement. Network acknowledges that assignment by Optum of all or any of its rights and responsibilities under this Agreement to any affiliate shall not require Network's prior written consent.

8.8 Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heir(s), personal representatives, executors, administrators, successors, and assigns.

8.9 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan.

8.10 Amendments. No amendments, modifications, or additions to this Agreement shall be valid unless made in writing and signed by both the Network and Optum.

8.11 Invalidity of Sections of Agreement. If any portions of this Agreement shall, for any reason, be invalid or unenforceable such portions shall be ineffective only to the extent of such invalidity or unenforceability and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect.

8.12 Survival. The terms and conditions of this Agreement, which by their express or implied terms, survive the termination of this Agreement, shall survive the termination of this Agreement.

8.13 Notices. Any notice, demand, or communication required under this Agreement shall be hand delivered or sent by commercial overnight delivery service, or if mailed, by pre-paid, first class mail to the addresses below. The addresses to which notices are sent may be changed by proper notice.

Notice to Optum:

OptumHealth Care Solutions, LLC
Attn: Contracts Administration MN101-W013
11000 Optum Circle
Eden Prairie, MN 55344

Notice to Network:

Jack E. Kirksey Recreation Center, City of Livonia
15100 Hubbard Rd.
Livonia, MI 48154

8.14 Counterparts. This Agreement may be executed by electronic signatures or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

IN WITNESS WHEREOF, this Agreement is executed by the parties' authorized officers or representatives and shall be effective as of the Effective Date.

OptumHealth Care Solutions, LLC
11000 Optum Circle
Eden Prairie, MN 55344

Jack E. Kirksey Recreation Center, City of Livonia
15100 Hubbard Rd.
Livonia, MI, 48154

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Agreement Number: 00780828.0

Appendix A

Fitness Passport Program Fees and Description of Services

- I. **Fitness Passport Program Description:** The Optum Fitness Passport Program provides eligible Members with pre-determined monthly membership rates to Participating Networks when they enroll in the Fitness Passport Program. The Optum Fitness Passport Program also reimburses Participating Networks a pre-determined amount when Members meet the established program criteria as defined by Optum.
- II. **Network Reimbursement Fees:** In connection with participating in the Fitness Passport Program, Optum will reimburse Network a pre-determined amount each calendar month for each participating Member, following Network's validation and representation that the Member has met the program criteria as defined by Optum below. The Network Facility Reimbursement payment is associated with a Member's cumulative number of monthly visits to any Participating Facility. For the avoidance of doubt, the Network Facility Reimbursement payment is not applicable to each Participating Facility individually.

Member Participation Requirement	Network Reimbursement amount paid by Optum
Member visits any Participating Facility during calendar month	\$3.20 per visit to Participating Facility with a maximum monthly payment of \$32.00 (10 visits)

Unless Network has notified Optum in writing no later than August 1st of the current Term the Network Reimbursement Fee will not be negotiable and will continue for the next Renewal Term.

III. **Description of Services:**

1. **Network Responsibilities.**

Network shall be responsible for:

- a) **Participating Facility Membership Fees:** In connection with participating in the Fitness Passport Program, Network shall waive any and all enrollment and membership fees for those Members that enroll in the Fitness Passport Program. Network will need to enroll the eligible Member in the Fitness Passport Program in order to be eligible for reimbursement.
- b) Network will reasonably cooperate with Optum to create Fitness Passport Program communication and promotional materials for Optum to send to Optum's clients, Members or Eligible Members.
- c) Maintaining a Web site that provides Participating Facilities locations including Network branches by zip code as well as a list of amenities and services, hours of operation and other information for each Participating Facility. Network shall allow Optum to link to this site for purposes of providing information to Eligible Members and Members.
- d) By the seventh day of each month or the next business day if the seventh day of the month falls on a weekend or holiday, the Network or Optum's designated third party will deliver to Optum, in a file format specified by Optum, a file containing the usage data for the prior month for every Member in the Fitness Passport Program, regardless of how many times they visited the Network each month. Network will report a Member's cumulative number of visits to any Participating Facility in the file containing usage data. Network is responsible for ensuring the submitted usage data is accurate. A maximum of one (1) visit per calendar day can be counted towards a Member's monthly visit total to Network. Network will be responsible for accurate reporting monthly and correct any errors in

reporting. For purposes of this Agreement, Optum will only be responsible for those records that have been reported within two (2) months from the end of the reported month will be evaluated for possible Network Facility Reimbursement. For example, at the conclusion of the month of April, the Network has two calendar months to report a Member's April visit count for purposes of calculating a possible Network Facility Reimbursement. Upon identifying any processing errors Network will promptly notify Optum of these errors and the errors will be corrected in the next month's payment cycle.

- e) Assisting to resolve questions, complaints or grievances related to a Member's participation in the Fitness Passport Program and to notify Optum via e-mail correspondence of all unresolved Member disputes and/or grievances that require the involvement of Optum.
- f) Additional administrative and support services as described herein.

2. Optum Responsibilities.

Optum shall be responsible for:

- a) Communicating program overview to Members pursuant to Section 4.3 of the Agreement.
- b) Making reasonable efforts to notify Optum's Eligible Members of Fitness Passport Program enrollment guidelines and processes.
- c) Posting updated facilities as a Participating Facility directory on the Optum Web site pursuant to Section 4.3 of the Agreement when available.
- d) Upon receipt of Member Fitness Passport Program utilization information on a monthly basis from Network or Optum's designed third party, Optum will verify the eligibility of Members listed on the monthly Member usage file and indicate which Activation IDs meet eligibility requirements for Network Facility Reimbursement to Network. Optum will designate with an error code any records which are ineligible for any such payments.
- e) By the twenty-third day of each month or the next business day if the twenty-third day of the month falls on a weekend or holiday, Optum will provide the eligibility verification file containing the payment amount of Network Facility Reimbursement to be reimbursed to Network. In addition, by the twenty-third day of the month Optum will send a payment via electronic funds transfer ("EFT") to Optum's designated third party equal to the total amount of Network Facility Reimbursement to Network for the prior month.
- f) Additional administrative and support services as described herein.

3. Additional Fitness Passport Program Guidelines.

- a) The Network Facility Reimbursement period for Network is calculated based on each calendar month only, regardless of the date of enrollment by the Member. A Member who signs up for the Fitness Passport Program will enable Network to be eligible to earn an Network Facility Reimbursement payment from Optum commencing as of the month the Member enrolls. For example, if the Member enrolls in the Fitness Passport Program on January 5, Network may earn the Network Facility Reimbursement if the Member meets their monthly attendance requirement at a Network on or after January 1 through the end of January.

Appendix B

Fitness Passport Program Performance Standards

Network and Optum accept the minimum performance standards set forth below.

Section 1 Minimum Standards

1.1 Customer Service: Participating Facilities and Optum shall work together to resolve all Member complaints and grievances in a timely manner. Network will make best efforts to achieve the Customer Service Deliverables listed in Table 1 below:

TABLE 1 - Customer Service	
Service Level Deliverables	Timeframe
E-mails and written inquiries to and from Participating Facilities from Optum	Network will respond within two (2) business days
Member complaint and/or grievance resolution	Network must notify Optum in a timely manner of any disputes or other grievances involving Members and Network will work to resolve ninety-five percent (95%) of such disputes within seven (7) business days.

1.2 Data and Payment Processing Schedule: Network, Optum and Optum's designated third parties, if applicable will use the following schedule set forth in Table 2 below for processing data and sending payment:

TABLE 2 - Data and Payment Processing (per Appendix A)		
Network to provide Member usage file to Optum or Optum's designated third party*	Optum to provide eligibility verification file to Optum's third party	Optum or Optum's designated third party to transmit the Network Facility Reimbursement to Network's designated account
By the seventh day of the month or the next business day if the seventh day of the month falls on a weekend or holiday, following the month of usage	By the twenty-third day of the month or the next business day if the twenty-third day of the month falls on a weekend or holiday, following the month of usage**	By the first day of the month or the next business day if the first day of the month falls on a weekend or holiday, following the exchange of data**
Example: February 7 for January usage	Example: February 23 for January usage	Example: March 1 for January usage received in February

* If Optum notifies Network that Optum utilizes a third party to collect Member usage from Network, Network will provide Member's monthly usage reports to Optum's designated third party no later than by the fifth day of the month.

** Subject to timely receipt of usage data received by Network

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 5, 2022**

5

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and Jim Jolly. Absent: Laura Toy.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Susan M. Nash, City Clerk; Brandi Isaacson, Director of Housing; and Mayor Maureen Miller Brosnan.

9. REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND APPROVE CONTRACT WITH ALLIED, INC.: Department of Public Works: re: to perform the replacement of the hydraulic power unit for Hoists #1 and #2 in the fleet maintenance garage.

Jacob Rushlow, Superintendent of Public Works, stated good evening and congratulations to our new Council members as well as congratulations to our new Council President. Happy New Year to all! This item before you, just a little background on why we are taking this request, is approval waiving the bidding process. In early 2020, the Department had solicited bids to replace basically the sister unit of this pump which powers hoists #3 and #4 in the fleet maintenance garage. The field of qualified contractors for this type of work is very limited in the area and only two bidders had responded back in 2020. The project was awarded to a contractor that we found to be very non-responsive and they failed to complete the work. The award of bid was eventually rescinded and given to the second low bidder after a very arduous process. Allied, Incorporated at that time came in and completed the work quickly and to the satisfaction of the Department. Given their past performance issues with the other qualified contractor that would likely bid on this project here in the area, we recommend this project be awarded to Allied, Inc.

Mr. Rushlow explained specific to the project, it involves replacing the pump unit, the power unit is 40+ years old, that is being replaced. As I indicated, it is the sister unit to the one that is right next to it that powers two other hoists, #3 and #4. This one provides power to hoists #1 and #2. This power unit is a safety concern due to leaking fluids from the box as well as excessive noise that it causes during its motor operation which can be an issue when trying to give direction and you're working side-by-side with someone else in the shop and having that loud motor running right next to you. Therefore, it is our recommendation that Council proceed to award a contract to Allied, Inc. in the amount of \$16,460.00 to provide all labor and materials necessary to perform the replacement of this hydraulic power unit and authorize the expenditure in that same amount from budgeted funds. Lastly, the request is to waive the formal bidding process in accordance with the City's Ordinances as we feel there would be no advantage to the City resulting from a competitive bidding process in this situation.

Councilmember McCullough wanted to thank DPW for the detail in the backup. As much as I hate waiving the formal bidding process, I remember this distinctly before

us, last year and with the non-responsiveness of the other contractor. I am actually familiar with Allied in this industry and they are very good so I'd be happy to offer an approving on the Consent if there are no objections.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

9.

DPW

December 7, 2021

MEETING DATE

Study Meeting of January 5, 2022

PREPARED BY

Jill Russell, Secretary III

AGENDA ITEM

REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND APPROVE CONTRACT WITH ALLIED, INC.: Department of Public Works: re: to perform the replacement of the hydraulic power unit for Hoists #1 and #2 in the fleet maintenance garage.

BACKGROUND

This is our last remaining hydraulic power unit requiring replacement. It operates two of our inground hoists and has well exceeded its life expectancy. The unit is over 40 years old and has some leaks, causing safety concerns. It is also excessively noisy while being operated, creating additional safety concerns for others to hear any instructions being given. In 2020 we went out to bid to replace the power unit for hoists #3 and #4. Two bidders responded. The project was awarded to Equipment Distributors, who was found to be nonresponsive, missed meetings and never showed up to do the work. As a result, the project was given to the second bidder, Allied Inc., who completed the work quickly and we were very happy with the results.

Since the field for this type of work is limited, and given the problems we had with the only other qualified company in the area, we recommend that this project be given again to Allied Distributors. With our City Electrician assisting and overseeing this project as he did on the other control unit, we are confident there will be a safe and proper upgrade performed.

RECOMMENDATION

It is the recommendation of the Department of Public Works that we award the project to Allied, Inc., 240 Metty Dr., Suite D, Ann Arbor, MI 48103 in the amount of \$16,460.00 for the materials, equipment and labor necessary to perform the replacement of the hydraulic power unit for Hoists #1 and #2.

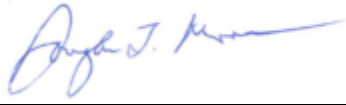
FISCAL CONSIDERATION

Sufficient funds are budgeted in account no. 401-000-987-000 (Capital Projects Fund).

ATTACHMENTS

1. Hoist PUMP Repair 2021

APPROVED BY



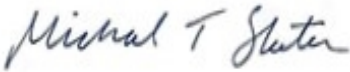
Date: December 08, 2021

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



Date: December 08, 2021

Don Rohraff, Director of Public Works



Date: December 08, 2021

Michael Slater, Finance Director



Date: December 22, 2021

Maureen Miller Brosnan, Mayor

DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION
FLEET MAINTENANCE



GARY T. GARRISON
FLEET MANAGER

JAMES (BUZZ) KIRBY
FLEET SUPERVISOR

13405 SURREY STREET
LIVONIA, MICHIGAN 48150-1527
(734)-466-2604
FAX: (734)-466-2662

December 4, 2021

Fleet Maintenance Hoist's Pump Safety upgrade.

The cost for this safety upgrade will be \$16,460.00

This is our last remaining hydraulic power unit requiring replacement. It operates two of our inground hoists and has well exceeded its life expectancy. The unit is over forty years old and has some leaks causing safety concerns. It is also excessively noisy while being operated creating additional safety concerns for others to hear any instructions being given.

I am recommending a new unit be purchased and installed by Allied Incorporated along with our city electrician which will be a cost saving to us. Allied has been provided service and repairs to our lifting equipment for twenty-five years. Most recently they were one of only two bids received to upgrade our other hydraulic pump that services two other hoists.

I see no benefit in going out to bid as only two companies bid last time. The low bidder was awarded the job but, failed to show up and follow through. The job was then awarded to Allied Company, and they completed the work quickly, and we are very happy with the results.

With our city electrician assisting and, over seeing this project as he did on the other control unit, I am very confident of a safe and proper upgrade.

The cost of this purchase will come from already budgeted funds Account 401-000-987-000

Jim Kirby
Fleet Supervisor



240 METTY DRIVE, SUITE D
ANN ARBOR, MICHIGAN 48103
PHONE: 800/589-4419
FAX: 734/665-0599
www.alliedequip.com

November 24, 2021

Livonia DPW
13405 Surrey Street
Livonia, Mi 48150
Attention Jim Kirby, Gary Garrison
734-466-2641
ggarrison@ci.livonia.mi.us
jkirby@ci.livonia.mi.us

RE: Hoist repair, Bay 1 and Bay 2

Safety upgrade and repair to vehicle hoist #1 and 2 includes:

Miscellaneous (Power Unit) includes:

Replacement of the common power unit servicing Hoist 1 and 2 with new pumping unit to service both hoists with a minimum of 15% reserve capacity. The replacement unit is to be 10 HP 240 Volt 3ph with the pump and motor assembly mounted within the fluid reservoir at allow complete submersion in hydraulic fluid during operation. Plumb new unit with a valved isolation manifold.

Total Estimate 2020 \$16,460.00

This proposal does not include:

- Electrical wiring, or provision of electrical disconnects.
- Tarping or covering of work areas.
- Floor protection.
- Disposal of removed hydraulic fluid.
- Replacement of epoxy floor coating.
- Any required permits
- Shimming or grouting of base plates or full contact shim plates
- Epoxy anchor studs

The above estimate is based on normal and uncontaminated soil conditions and on the assumption that there are no underground utility lines, containers, pipes, objects, conduits, or other obstructions, or any unforeseen conditions. You are responsible for locating and identifying any ground and/or water contamination and any such utility lines, containers, pipes, objects or obstructions and for calling them to our attention, and in the event that we inadvertently encounter the same, you will be responsible for, and will indemnify us for all resulting damages, liability, and expenses. Further, if (a) any

underground obstructions or impediments or other unforeseen or abnormal conditions are encountered that would delay excavation or assembly, such as junk fill, rock, rock-like strata, old foundations, frost, contaminants, water pipes, drains, sewer lines or other crotch work, electric lines or conduit, gas, air or oil lines, or other utility lines, or (b) any conditions are encountered that would cause (i) cave-ins, or necessitate the pumping of water or additional forming and/or fill, such as sand or water or water/sand, or (ii) in our judgment require removal and/or disposal of any encountered contaminated soil/water/product of hazardous waste or substance, in order to complete specified installation; then the additional charges will be made on a time and material basis. If we deem removal and/or disposal of any contaminated or hazardous substance, waste or product to be necessary, you shall be responsible of the removal and/or disposal of the same in a lawful manner at your own expense, if so requested by us.

Terms: Net 10th

Price: Firm for 30 days

Delivery: FOB Ann Arbor

Tax: Michigan sales tax on material when applicable

If purchased with a credit card, credit card fees will be in addition to selling price.

If you have any questions regarding this quote, please contact me.

Sincerely,

Accepted _____

Date _____

Nick Lewandowski

734-604-2151

nlewandowski@alliedequip.com

COMMITTEE OF THE WHOLE
WEDNESDAY, JANUARY 5, 2022

A Committee of the Whole meeting was held on Wednesday, January 5, 2022 in the Council Chambers in City Hall.

Committee Members Present: Jim Jolly, Council President
 Scott Bahr
 Rob Donovic
 Brandon McCullough
 Kathleen E. McIntyre
 Scott Morgan

Committee Members Absent: Laura Toy, Council Vice President

City Officials and Others Present: Susan M. Nash, City Clerk
 Paul Bernier, City Attorney
 Dave Varga, Director of Administration Services

Additional Attendees:

Mike Testa, Zoning Board of Appeals

The meeting convened at 7:00 p.m.

President Jim Jolly discussed the Committees and representatives on different boards.

The Committee recommends:

- 1. CR 498-05** Permanently refers the establishment of the Council Committees, representatives on various Boards and Committees, the Parliamentarian, and any other business that would come before the Committee with regard to this subject, to the Committee of the Whole for report and recommendation.

Receive and file the following Committee assignments:

Committee of the Whole

Jim Jolly, Chair
All Councilmembers

Capital Outlay and Infrastructure;

Brandon McCullough, Chair
Scott Bahr, Vice Chair
Kathleen E. McIntyre, Member

Finance and Budget:

Scott Bahr, Chair
Kathleen E. McIntyre, Vice Chair
Brandon McCullough, Member

Law and Education

Scott Morgan, Chair
Brandon McCullough, Vice Chair
Laura M. Toy, Member

Economic Development, Strategic Planning & Technology

Rob Donovic, Chair
Laura M. Toy, Vice Chair
Scott Bahr, Member

Public Safety and Health:

Kathleen E. McIntyre Chair
Rob Donovic, Vice Chair
Scott Morgan, Member

Senior Citizens and Families and Environment:

Laura M. Toy, Chair
Scott Morgan, Vice Chair
Rob Donovic, Member

AND

1. Adoption of a resolution that designates **Brandon McCullough** as the City's delegate and **Scott Morgan** as alternate to the Southeast Michigan Council of Governments (SEMCOG) on a continuing basis, or until further order of this Council, by Council resolution.

AND

2. Adoption of a resolution that **designates Laura Toy to serve as the Council representative and Scott Morgan as alternate on the Board of Directors of the Livonia Anniversary Committee (SPREE) on a continuing basis**, or until further order of this Council, by Council resolution.

AND

Note: CR 23-16 designated Scott Bahr as the City Council Representative as the alternate representative to the Michigan Municipal Risk Management Authority (MMRMA) will remain in effect. (CR 09-08 - Michael T. Slater is the Official Representative)

AND

3. Adoption of a resolution that **designates Kathleen E. McIntyre as the Parliamentarian on a continuing basis**, or until further order of this Council, by Council resolution.

AND

Note: CR 224-21 designated Kathleen E. McIntyre as the City Council Representative to the Board of Trustees of the Livonia Employees Retirement System and will remain in effect.

AND

Note: CR 14-20 designated Brandon McCullough as the City Council Representative on the City's Tree Committee and will remain in effect.

AND

Note: CR 15-20 designated Scott Bahr as the City Council Representative on the Hearts of Livonia and will remain in effect.

AND

4. Adoption of a resolution that **designates Scott Bahr as the City's delegate and Rob Donovic as alternate** to serve on the St. Mary Hospital Healthy Livonia, on a continuing basis, or until further order of this Council, by Council resolution.

AND

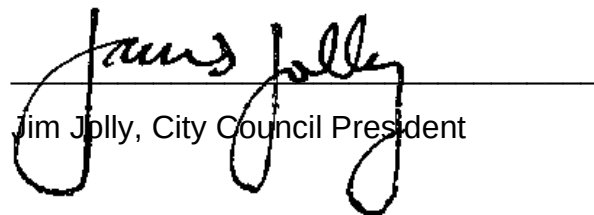
5. Adoption of a resolution that **designates Jim Jolly as the City Council Representative of Bike Walk Livonia**, or until further order of this Council, by Council resolution.

Note: CR 498-05 remains in Committee as a permanent resolution.

This item is to be placed on the **Regular Meeting Agenda of January 19, 2022**

The meeting was adjourned at 7:24 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jim Jolly", is written over a horizontal line. The signature is stylized with large, flowing loops.

Jim Jolly, City Council President

cc: City Clerk, City Attorney



LETTER TO THE LIVONIA CITY COUNCIL

6.

Council Office
December 7, 2021

MEETING DATE

Regular Meeting of January 19, 2022

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

COMMITTEE OF THE WHOLE – Meeting of January 5, 2022

The establishment of Council Committees, representatives on various Boards and Committees, the Parliamentarian, and any other business that would come before the Committee with regard to this subject.(CR 498-05)

BACKGROUND

RECOMMENDATION

January 6, 2022

TO: Council Vice President Laura M. Toy
Councilmember Kathleen E. McIntyre
Councilmember Scott Bahr
Councilmember Brandon McCullough
Councilmember Rob Donovic
Councilmember Scott Morgan

FROM: Council President Jim Jolly

SUBJECT: 2022-2023 COMMITTEE ASSIGNMENTS

Thank you for your responses regarding your committee preferences. Based on your requests, the following assignments are proposed for approval by the Council at our next Regular meeting on Monday, January 19, 2022:

Committee of the Whole

Jim Jolly, Chair
All Councilmembers

Capital Outlay and Infrastructure

Brandon McCullough, Chair
Scott Bahr, Vice Chair
Kathleen E. McIntyre, Member

Economic Development, Strategic Planning and Technology

Rob Donovic, Chair
Laura M. Toy, Vice Chair
Scott Bahr, Member

Finance and Budget

Scott Bahr, Chair
Kathleen E. McIntyre, Vice Chair
Brandon McCullough, Member

Law and Education

Scott Morgan, Chair
Brandon McCullough, Vice Chair
Laura M. Toy, Member

Public Safety, Health and Environment

Kathleen E. McIntyre, Chair
Rob Donovic, Vice Chair
Scott Morgan, Member

Senior Citizens and Families

Laura M. Toy, Chair
Scott Morgan, Vice Chair
Rob Donovic, Member

Parliamentarian

Kathleen E. McIntyre

Livonia Employees Retirement Board

Kathleen E. McIntyre, Council Representative

Livonia Tree Committee

Brandon McCullough

SPREE Board of Directors

Laura M. Toy, Council Representative
Scott Morgan, Alternate

Southeast Michigan Council of Governments (SEMCOG)

Brandon McCullough, Delegate
Scott Morgan, Alternate

Michigan Municipal Risk Management Association (MMRMA)

Michael T. Slater, Representative
Scott Bahr, Alternate

Hearts of Livonia

Scott Bahr, Council Representative

St. Mary Mercy Healthy Living

Scott Bahr, Delegate

Rob Donovic, Alternate

Bike-Walk Livonia Advisory Committee

Jim Jolly

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. CofW010522 2022-2023 Committee Meeting Assignments
2. CofW010522 Committees for 2022-2023 Description

APPROVED BY

OFFICE OF THE COUNCIL

COUNCIL MEMBERS

JIM JOLLY, PRESIDENT
LAURA M. TOY, VICE PRESIDENT
KATHLEEN E. MCINTYRE
SCOTT BAHR
BRANDON MCCULLOUGH
ROB GJONAJ DONOVIC
SCOTT MORGAN



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

January 1, 2022

TO: Council Vice President Laura M. Toy
Councilmember Kathleen E. McIntyre
Councilmember Scott Bahr
Councilmember Brandon McCullough
Councilmember Rob Donovic
Councilmember Scott Morgan

FROM: Council President Jim Jolly

SUBJECT: **2022-2023 COMMITTEE ASSIGNMENTS**

Thank you for your responses regarding your committee preferences. Based on your requests the following assignments are proposed for approval by the Council at our next Regular meeting on Monday, January 19, 2022:

Committee of the Whole

Jim Jolly, Chair
All Councilmembers

Capital Outlay and Infrastructure

Brandon McCullough, Chair
Scott Bahr, Vice Chair
Kathleen E. McIntyre, Member

Economic Development, Strategic Planning and Technology

Rob Donovic, Chair
Laura M. Toy, Vice Chair
Scott Bahr, Member

Finance and Budget

Scott Bahr, Chair
Kathleen E. McIntyre, Vice Chair
Brandon McCullough, Member

Law and Education

Scott Morgan, Chair
Brandon McCullough, Vice Chair
Laura M. Toy, Member

Public Safety, Health and Environment

Kathleen E. McIntyre, Chair
Rob Donovic, Vice Chair
Scott Morgan, Member

Senior Citizens and Families

Laura M. Toy, Chair
Scott Morgan, Vice Chair
Rob Donovic, Member

Parliamentarian

Kathleen E. McIntyre

Livonia Employees Retirement Board

Kathleen E. McIntyre, Council Representative

Livonia Tree Committee

Brandon McCullough

SPREE Board of Directors

Laura M. Toy, Council Representative
Scott Morgan, Alternate

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Brandon McCullough, Delegate
Scott Morgan, Alternate

Michigan Municipal Risk Management Association (MMRMA)

Michael T. Slater, Representative
Scott Bahr, Alternate

Hearts of Livonia

Scott Bahr, Council Representative

St. Mary Mercy Healthy Living

Scott Bahr, Delegate
Rob Donovic, Alternate

Bike-Walk Livonia Advisory Committee

Jim Jolly

LIVONIA CITY COUNCIL 2022-2023 COMMITTEES

CAPITAL OUTLAY AND INFRASTRUCTURE

The Committee on Capital Outlay and Infrastructure will review issues related to City-owned structures and buildings or other proposed major capital projects. City roads and rights-of-way, sewer infrastructure, utilities, refuse recovery and recycling in the city.

FINANCE AND BUDGET

The Committee on Finance and Budget will review issues related to the City budget, City investments, and insurance.

LAW AND EDUCATION

The Committee on Law and Education will review issues related to county, state, and federal legislation and other regulations affecting the City and will serve as a liaison with county, state and federal officials, as well as public and private schools and institutions of higher education, on matters of interest to the City. The committee will also be tasked with periodic review of City ordinances for opportunities to revise or modernize provisions which may be out-of-date due to changes in technology and society.

ECONOMIC DEVELOPMENT, STRATEGIC PLANNING, AND TECHNOLOGY

The Committee of Economic Development, Strategic Planning, and Technology will review issues related to economic development, redevelopment and repurposing, the City's master plan, information technology and modernization of city services, and will work with local businesses and business groups to promote economic development and growth within the City.

PUBLIC SAFETY, HEALTH, AND ENVIRONMENT

The Committee on Public Safety, Health, and Environment will review issues related to City police and fire services, public health, and environmental issues and will serve as a liaison with county, state, and federal public health officials, as well as local healthcare service providers, on matters of interest to the City.

SENIOR CITIZENS AND FAMILIES

The Committee on Senior Citizens and Families will review issues related to senior housing, the Livonia Senior Center, the Livonia Community Recreation Center, recreation opportunities, City parks, public transportation, arts and culture, faith-based initiatives, and other issues related to quality of life in the City.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 5, 2022**

7

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and Jim Jolly. Absent: Laura Toy.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Susan M. Nash, City Clerk; Brandi Isaacson, Director of Housing; and Mayor Maureen Miller Brosnan.

1. WAIVER PETITION: Planning Commission, re: Petition 2021-10-02-22, submitted by Century 21 ROW, requesting to construct and operate a vehicle tow yard (Excellerated Towing & Recovery) at 34437 Rosati Avenue, located on the west side of Stark Road just south of the CSX Railroad in the Southwest ¼ of Section 28.

Terry Sever, 37152 Six Mile Road, Century 21 Office. He is a realtor and was involved in brining about the sale of this property and was representing both the owner and the prospective buyer. Mr. Sever stated he read through all of the information and the report from the Planning Commission and have no objections to their recommendations. There is only one item that he would like to address, and it might be his fault. In reading the Engineer's report it referred to a project, storm retention, and a few other things and as I asked earlier I assumed that you received in your packets the Minutes from the Planning Commission. If I could, I would like to just address, obviously we all know based on my experience at the local government level, that action taken by the Council is final and basically remains law per se. Back in 2005, I think it was late December, the owner of this property received site plan approval for this project. He assembled a number of parcels. Upon getting that approval and submitting an additional document showing the setbacks and building envelopes like you would normally get from any development, and this has been at the Engineering office for the last 15-16 years. When the owner got the approvals, he went ahead and built two (2) buildings and that was the only development that occurred on these lots, which are individual lots, retention pond, sewers were built, the road was built, all the utilities.

President Jolly indicated there may be a better way to go about this. Mr. Miller, can you give us a presentation with regards to what exactly is at hand here and then it may be a more appropriate time to go into what may need to be addressed here.

Scott Miller, Planning Department, stated Rosati Industrial Park was officially recorded in 2006 consisting of 15 lots. The entire sub is zoned M-1, Light Manufacturing. The subject site is Lot 8 of the subdivision. It is located at the end of the cul-de-sac on Rosati Avenue. The land area of the property is 31,000 square feet or roughly 7/10 of an acre. The front property line measures about 136' in frontage along the cul-de-sac with an average depth of 165'. Lot 8 is surrounded completely by industrial zoned properties. The closest residential district is located about 156' to the south, as you

can see on the zoning map. Part of the requirement of Section 6.58, Vehicle Tow Yards, are restricted to M-1 and M-2 zoning districts, are treated as waiver use approvals, except for the front yard setback lot area are required to be entirely enclosed by a fence.

The site plan shows that the building would be 5,800 square feet and is located near the front of the site. The parking lot area is entirely fenced and the parking area is behind the building and to the north. Parking required is based on one parking spot per each 500 square feet of building area therefore this building would require 12 parking spaces available to employees and customers. The facility would have 5 employees. The site plan shows 31 parking spaces that would be available to employees, customers, tow trucks and recovered vehicles. As specified in the requirements for waiver use approval, the entire lot would be completely enclosed by a six foot high chain-link fence. The access gate to the rear area is at the northeast corner of the building and would be a six foot high wrought iron fence.

The building would be constructed out of combination brick with split face block windows being installed in the front and portions of the side elevation. The rear and north side of the building would contain overhead doors. The building height would be 22'. Floor plan shows a very open floor plan, with a large shop area, an office, vehicle prep room, and restrooms. The site plan does show a dumpster area on the west side of the parking lot. It would be enclosed by a six foot high walls and have a corrugated aluminum solid gates. For site lighting, the elevation plan shows that there would be LED light packs along the top of the building. The site would not have any light poles in the parking lot. The landscaping would consist of four Dagwood trees along the front of the building, would have a row of arbor variety in the front of the building and then grass. For signage, this site would be allowed one sign based on two linear foot of the building frontage or 100 square feet.

President Jolly inquired if the waiver use petition is specifically for this purpose?

Scott Miller answered that is correct.

Mr. Sever approached the podium to answer questions of Council and stated he wanted to add this is an ideal spot for this lot as it sits at the end of a very secluded road off the main street. No residents drive by this property. In talking to different people at the City, he has not spoken with one person and followed through. We went to the Engineering Department when this first came up and at that I was able to obtain a site plan that was approved by the City Council and an additional document that was a working document shown here, which documented all of the setbacks, side yard, front yard and this is the blueprint that we have been working with to build buildings. Mr. Rosati who originally started this project, and I think it was in 2006 or 2007, he built two buildings. I don't know if you have the pictures.

President Jolly stated typically site plans expire if they are not acted upon.

Mr. Sever stated it was acted on, Mr. Rosati built the road, the utilities, etc.

President Jolly stated there would have been a site plan for this particular parcel. Is

the site plan that Mr. Miller presented the site plan you would like to proceed on at this point? How does the information you are presenting affect the site plan?

Mr. Sever stated they indicated it might require a variance and based on the site plan that was approved by Council years ago, and it was acted on, we don't want to have buildings' setbacks at different spaces and now the Ordinance enacted some 15 years later is not reasonable either. What I am asking is that Council consider language that it be referred to the Engineering Department for their review to see that it conforms to the plan that Engineering had. We have already gotten two additional approvals for site plan with the setbacks according to these documents that are at the Engineering Department.

President Jolly stated I think we understand you now.

Councilmember Bahr, through the Chair to Paul Bernier in Law, does the fact that we've recently adopted a new Zoning Ordinance for the City change what is required? Is that the only reason why this Item #2 is in here, saying they may have to go to the ZBA or would that have been the same even if we had not passed the Zoning Ordinance?

Mr. Bernier responded he believed the Petitioner may still have to go to the ZBA if it does not meet the requirements of the setback, stating only the ZBA could give them the variance on that.

Councilmember Bahr stated regardless of what we do here tonight with Item #2, I think you will still have to go to the ZBA for approval. I don't think we can keep that from happening. I understand the logic of what you are saying, I think the Petitioner will have to make that case at ZBA. I am not sure it has any bearing on what we are looking at here tonight.

Mr. Sever stated if they have to they will, but I'm appealing to the Law Department for interpretation stating to his knowledge an Ordinance cannot be retroactive to something that has already been done. You have subdivisions that have been designed and built and then you have different setbacks and designs.

Councilmember Bahr stated he understood the condition the Planning Commission included here states "subject to a determination by the Inspection Department". That's what you're saying here?

Mr. Sever responded yes, that is correct. And indicated they have approved two (2) additional lots and they built a third building last year so they are following these documents now.

Councilmember Bahr stated you most likely have a strong case. He indicated having reviewed the Planning Commission Minutes, and having looked at the plan, I am willing to offer approving on this petition on Consent if there is no objection, there may be more questions for you to answer, but I am putting that out there.

Councilmember McIntyre stated she is confused by the question that Councilmember Bahr asked and was answered. I thought that I read that the only deficiency in the

setback was caused by something not being carried over to the new Zoning Ordinance?

Mr. Sever replied yes, I think so, that is the issue. And my point is that it can't be going into effect after the fact.

Councilmember McIntyre stated it could, but that would be another issue. McIntyre asked Councilmember Bahr if she misunderstood the question he posed to the Petitioner.

Councilmember Bahr replied the conclusion that I came to is he thought the issue he is speaking to is outside of what we are being asked to approve tonight. We have a waiver that is before us to consider and let's presume that we approve this, there is going to be our Inspection Department is going to look to see if he needs to go to the ZBA. Regardless of what we include in here tonight, that is going to happen.

Councilmember McIntyre stated maybe I am just missing this. When I read the notes, the current plan with looking at this under the new Zoning Ordinance, the deficient setback is caused as a result of us not carrying over inadvertently. The correct or the setback requirements existed under the previous Zoning Ordinance for M-1. Is that correct, Mr. Miller?

Mr. Miller replied in the affirmative.

President Jolly indicated he understood where Councilmember McIntyre was coming from. He stated we have different Boards, Council, ZBA, we have different authorities and different things that we are able to approve, and to grant and to review. The Engineering Department will review as is indicated and if they find that it is necessary to go to the ZBA, you will have to do that. Do you understand? I understand what you are telling us. Fortunately or unfortunately, ordinances and laws tend to be fluid in nature sometimes where they do have the chance and the opportunity to be changed. This is a circumstance in which that may have affected the overall site's proposal here.

Mr. Sever stated the reason he is raising this is, he spent 14 years on the City Council for Farmington Hills, was a Mayor, County Commissioner and all that stuff, and I have never seen where a new Ordinance would be retroactive and affect work that the City Council has already approved as law. And on top of that, what appears to be in the communications that are written, the person we've been dealing with, Randy at the counter in the Inspection Department, and has approved additional development buildings, it is not a development project, each lot in and of itself, and it has been approved. But, before giving any of those approvals whoever wrote the letter does not seem to be aware of that, and I wanted to make sure that I don't mind that the Engineering Department should inspect and make sure that it meets the plans that the City has on file. So, I appreciate that I am only trying to get this cleared up so we don't keep having to go to get a different answer, from a different person in a different department.

President Jolly asked Mr. Miller if he understood what the Petitioner was saying?

Mr. Miller responded in the affirmative.

President Jolly asked Mr. Miller to provide additional information to the Council and if need be, it will be pulled off the Consent Agenda. As of now, you have an approving offered on the Consent Agenda.

Mr. Sever stated he will take whatever you decide, we are not going to dispute it. If we do we will go to the ZBA, but like you said, I've been there and I've never seen where it's been retroactive 15 years.

President Jolly stated we will look into it and if we find something different, we will let you know.

Councilmember Donovic, to Mr. Miller, or Mr. Bernier, is there an Ordinance that states how long vehicles can sit in a parking lot for recovery vehicles? Is it 24 hours, can it be there permanently?

Mr. Miller indicated he did not know but the plans stated the petitioner may keep the recovery vehicles up to six months.

Councilmember McCullough through the Chair to the Petitioner, part of the documents that show the 120 days for procedure for removing the cars and having it moved on from the site, correct?

Mr. Sever responded in the affirmative.

Councilmember McCullough asked if that would be the owner's policy, or is that a law that is in place?

Mr. Sever I can have the owner speak to that but I believe what he has indicated is that he doesn't do abandoned vehicles, the majority of his business he picks vehicles up on the side of the street and takes them to wherever they need to go for repair by the insurance company, repair shop, or whatever. He doesn't store the same vehicle for any length of time. He processes them. He does private insurance for stuff like that.

Councilmember McCullough stated the other question that I do have is maybe you can answer and if not, the owner, I notice that part of the backup did say that you have multiple locations, you're leasing at a dealership locally, and I think there were two other places. If this goes up, does any of this go away or is this business growing and thriving? I'm just trying to figure this out.

Mike Fields, 14310 21 ½ Mile Road, Marshall, Michigan, was present on behalf of the petitioner.

The question I have is looking through the packet you guys have multiple sites in the area. If this gets approved, do you have any, are you keeping those, is this an expansion of your business.

Mr. Fields stated no, actually we are looking to consolidate and we want to have one central-based location and that is what we planning to do here in Livonia.

President Jolly stated this item will be placed on the next Regular Agenda, meaning you will have to attend that meeting in case we have any questions so you can provide the answers. President Jolly also stated he hoped to have the information requested by the Petitioner at the next meeting as well.

DIRECTION:

APPROVING

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

11.

Planning
January 6, 2022

MEETING DATE

Study Meeting of January 5, 2022

PREPARED BY

Stephanie Reece, Program Supervisor

AGENDA ITEM

WAIVER PETITION: Planning Commission, re: Petition 2021-10-02-22, submitted by Century 21 ROW, requesting to construct and operate a vehicle tow yard (Excellerated Towing & Recovery) at 34437 Rosati Avenue, located on the west side of Stark Road just south of the CSX Railroad in the Southwest ¼ of Section 28.

BACKGROUND

RECOMMENDATION

At the 1,179th Public Hearing and Regular Meeting held by the City Planning Commission on November 30, 2021, the following resolution was unanimously adopted:

#11-67-2021 RESOLVED, That pursuant to a Public Hearing having been held by the City Planning Commission on November 9, 2021, on Petition 2021-10-02-22 submitted by Century 21 ROW requesting waiver use approval pursuant to Section 6.58 of the Livonia Vision 21 Zoning Ordinance to construct and operate a vehicle tow yard (Excellerated Towing & Recovery) at 34437 Rosati Avenue, located on the west side of Stark Road just south of the CSX Railroad in the Southwest ¼ of Section 28, the Planning Commission does hereby recommend to the City Council that Petition 2021-10-02-22 be approved subject to the following conditions:

1. That the Architectural Site Plan identified as Sheet # DA-2.0 dated October 28, 2021, prepared by Arista Design, Inc., is hereby approved and shall be adhered to.
2. Subject to a determination by the Inspection Department, the petitioner may be required to obtain a variance from the Zoning Board of Appeals for deficient building front yard setback and any conditions related thereto.
3. All parking spaces, except the required handicapped spaces, shall be doubled striped at ten feet (10') wide by twenty feet (20') in length as required.
4. That the maximum number of vehicles parked on the site at any given time, including employees, customers, tow trucks and recovered vehicles, shall not exceed thirty-one (31) vehicles.
5. That the Landscape Plan identified as Sheet # DA-3.0 dated October 28, 2021, prepared by Arista Design, Inc., is hereby approved and shall be adhered to,

6. That all disturbed lawn areas shall be sodded in lieu of hydro seeding,
7. That underground sprinklers are to be provided for all landscaped and sodded areas and all planted materials shall be installed to the satisfaction of the Inspection Department and thereafter permanently maintained in a healthy condition.
8. That the Exterior Elevations Plan identified as Sheet # DA-4.0 dated October 28, 2021, prepared by Arista Design, Inc., is hereby approved and shall be adhered to.
9. That all rooftop mechanical equipment shall be concealed from public view on all sides by screening that shall be of a compatible character, material and color to other exterior materials on the building.
10. That any pole-mounted light fixtures shall not exceed twenty feet (20') in height and shall be aimed and shielded to minimize stray light trespassing across property lines and glaring into adjacent roadways.
11. That the trash dumpster area and enclosure gates shall be constructed in accordance with the Dumpster Enclosure Details, as shown on the approved site plan.
12. That only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
13. That the specific plans referenced in this approving resolution shall be submitted to the Inspection Department at the time the building permits are applied for; and,
14. Pursuant to Section 13.13 of the Livonia Vision 21 Zoning Ordinance, this approval is valid for a period of one year only from the date of approval by City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 of Livonia Vision 21 Zoning Ordinance.

FISCAL CONSIDERATION

ATTACHMENTS

1. 2021-10-02-22_Excellerated Towing_E-COUNCIL Pkt

APPROVED BY



Date: December 13, 2021

Mark Taormina, Planning and Economic Development Director



Date: December 22, 2021

Maureen Miller Brosnan, Mayor

Petition 2021-10-02-22 submitted by Century 21 ROW
requesting waiver use approval pursuant to Section 6.58 of the
Livonia Vision 21 Zoning Ordinance to construct and operate a
vehicle tow yard (Excellerated Towing & Recovery) at 34437
Rosati Avenue, located on the west side of Stark Road just south
of the CSX Railroad in the Southwest ¼ of Section 28.

CITY OF LIVONIA, MICHIGAN
APPLICATION FOR WAIVER USE APPROVAL

All applications must be presented in triplicate to the City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097. Applications must include property owner's name, address and notarized signature.

Filing fee = \$600.00 plus \$20.00 for each 1,000 sq. ft. of gross floor area of new construction.

Date Filed: 10-28-21 Petition 2021-10-02-22

Site Address: 34437 Rosati Ave. Sidwell 111-03-008-000 Zoning of Property M-1

Requesting Approval To OPERATE A TOWING COMPANY

Applicant: TERRY SEVER Business/Company: CENTURY 21 ROW

Applicant's Address: 37172 City: LIVONIA State: MI Zip Code: 48152

Applicant's Phone # (248) 982-9797 Applicant's Email terrysever@gmail.com

Contact Person: TERRY SEVER Business/Company: _____

Contact's Address: _____ City: _____ State: _____ Zip Code: _____

Contact's Phone # () _____ Contact's Email _____

Please provide the following information:

- 1) **Site Plan** showing:
 - property dimensions, including road right-of-way & building setback lines
 - foot print of building(s), including dimensions & square footage
 - all easements, protective walls, sidewalks & existing trees
 - any significant topographic features (existing or proposed)
 - parking layout, including type of surface material, sizes of spaces & aisles
 - method used in calculating parking requirement
 - location of light standards servicing parking lot & cutout showing type & height
 - location of trash receptacle, including description of screening
 - location of signs
- 2) **Detailed Landscape Plan** including:
 - listing or labeling of all planted materials as to type and size
 - areas to be fully irrigated
 - percentage of landscaping provided (15% of total site required)
- 3) **Building Elevation Plan** depicting:
 - architectural quality
 - wall section & detail plan - exterior building materials must be labeled (i.e. brick, thin brick, E.F.I.S.)
 - all visible rooftop mechanical equipment and how they will be screened
- 4) **General Floor Plan** showing:
 - floor layout
 - entrances & exits
 - restaurants are required to illustrate seating arrangement & capacity
- 5) **One (1) set of reduced plans** (i.e. site, landscape, elevation, floor), a maximum 11" x 17" in size, or digital file in a .pdf format either on CD or emailed to smiller@ci.livonia.mi.us
- 6) **Legal Description** of the property to be considered (Clearly Printed)
- 7) **Three (3) completed application forms & three (3) sets of full-size drawings**

You are invited and encouraged to review your proposal with the Planning Department staff. Only one set of preliminary drawings will be necessary for this analysis.

FEE COMPUTATION		\$600.00
_____ sq. ft. of new construction	x \$20.00 per 1,000 sq. ft.	
(NOTE: Round off to nearest 1,000)		+
Total Amount Due		\$ _____

Owner of Property: SAHAR JARJOSA

Owner's Address: 15338 LEONA City: Redford State: MI Zip Code: 48239

Owner's Phone # (248) 766-1179 Owner's Email _____

Signature of Owner: Sahar Jarjosa Print Name: Sahar Jarjosa

Subscribed and sworn to before me, a Notary Public in and for the County of WAYNE State of MI

on this 26th day of OCTOBER 20 21

Signature of Notary Michael Keith Cheatham My commission expires 9/9/2027

Acting in the County of WAYNE

RECEIVED
OFFICE OF THE CITY CLERK

2021 OCT 28 PM 2:58

RECEIVED
OCT 29 2021
CITY OF LIVONIA
PLANNING COMMISSION

MICHAEL KEITH CHEATHAM
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires September 09, 2027
Acting in the County of _____

TO: Scott Miller

FROM: Terry Sever

This is a responses to you requesting additional information:

- 1) There are 5 employees. Drivers alternate shifts.
- 2) 24 hour operation.
- 3) 2 trucks on site 2 mobile.
- 4) They respond to calls and have two trucks that move around during rush hour.
- 5) The fence is for security and there are very few inbounds. The majority of vehicles are accident related or break downs. Most vehicles are taken directly to a repair shop. All vehicles are processed within 120 days depending on the nature of their processing. Service trucks will be stored inside.
- 6) After processing the vehicle it is released to the owner, insurance company, taken to a repair shop or scrapped upon proper processing. The vehicles are not to be sold for spare parts and must be removed from the site in a timely manner either to an owner or scrap yard. This is not a junk yard for cars.

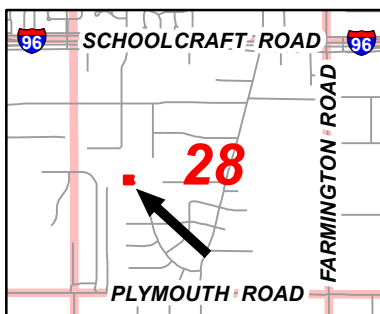
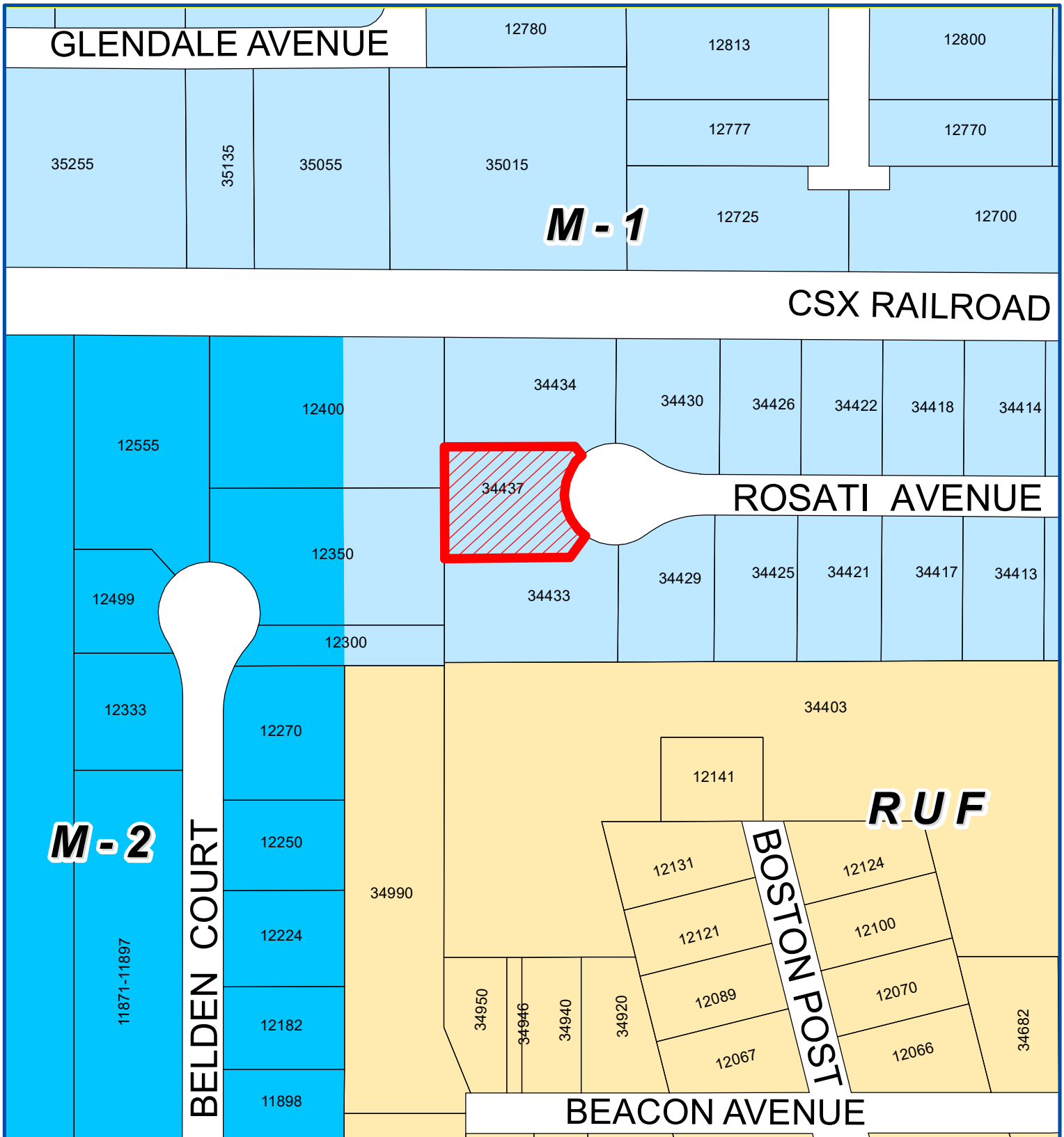
He services Livonia and surrounding communities as well as areas along with I96, I275, I94, I696, I75.

His current yard consist of renting space at 28585 Telegraph, Tamaroff Honda with 25-30 vehicles . He is renting a building at 26120 Grand River, Redford, MI and has an additional location at 21 ½ Mile, Marshall, MI.

This is of course a land use issue. This owner upon completion will have spent close to a Million Dollars, properly screened his business from the public eye and operate in an exclusive area of the Industrial District having located at the end of a cul-de-sac. The surrounding area within the M1 district consist of considerable outside storage operations. See enclosed photos from the City of Livonia GIS website. Just north there is a RV storage business with between 50 to 100 items on a daily basis.

The towing operation has been in business for 14 years and he is working to improve it from what it is today.

Please take a moment and review the City's GIS website that shows the many uses in the area.



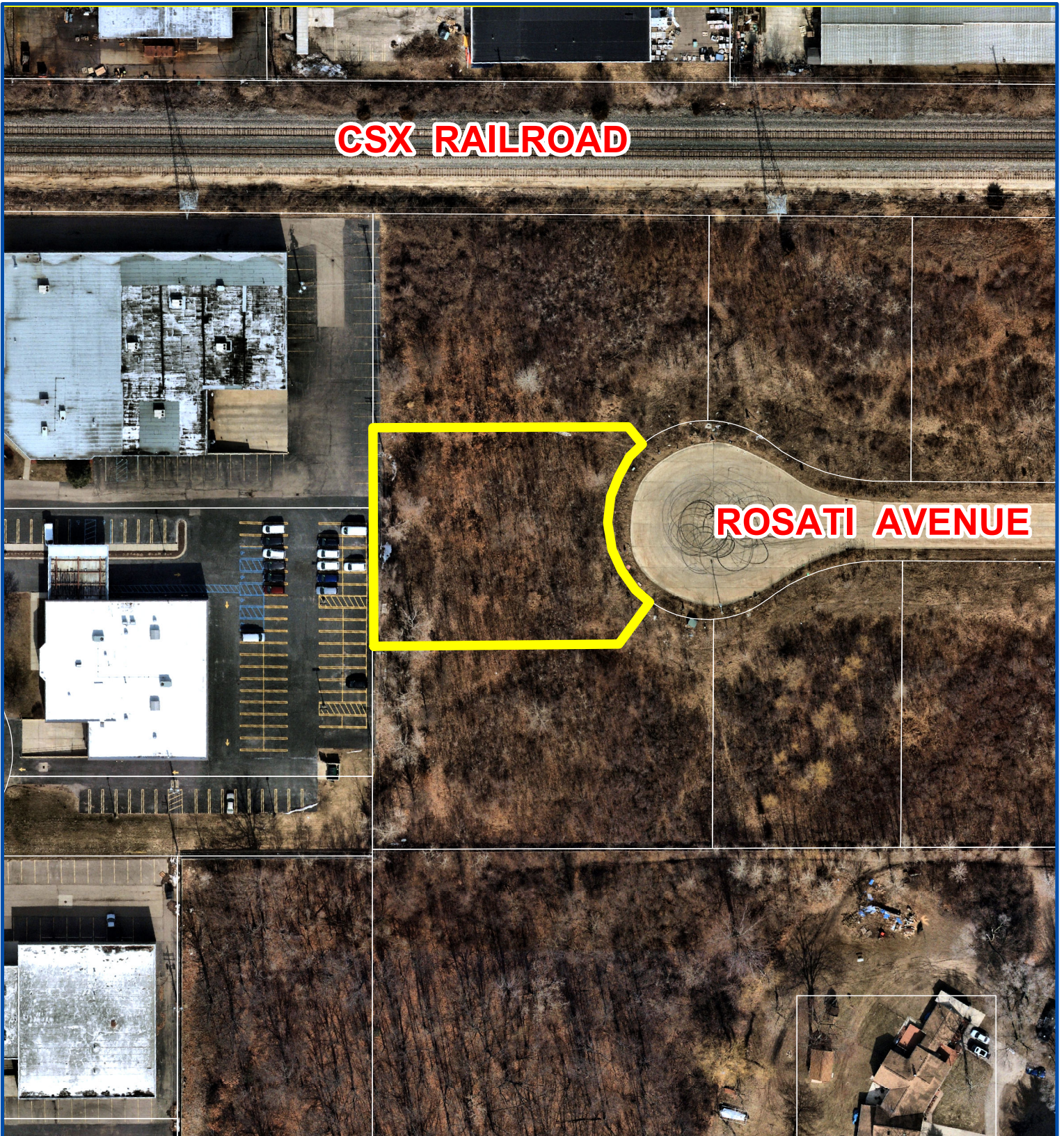
Address & Zoning Map

Petition 2021-10-02-22
 Excellerated Towing & Recovery
 34437 Rosati Avenue
 To Construct & Operate Towing Company



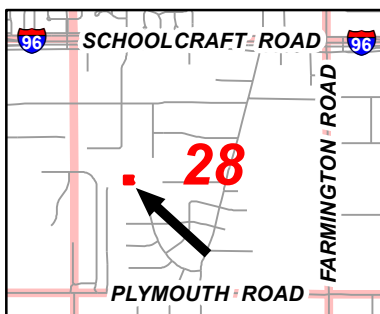
Not to Scale

City of Livonia
 Planning Department



CSX RAILROAD

ROSATI AVENUE



Aerial Map

Petition 2021-10-02-22
Excellerated Towing & Recovery
34437 Rosati Avenue
To Construct & Operate Towing Company



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 2

Petition 2021-10-02-22 submitted by Century 21 ROW requesting waiver use approval pursuant to Section 6.58 of the Livonia Vision 21 Zoning Ordinance to construct and operate a vehicle tow yard (Excellerated Towing & Recovery) at 34437 Rosati Avenue, located on the west side of Stark Road just south of the CSX Railroad in the Southwest ¼ of Section 28.

November 16, 2021: Study Meeting:

This petition seeks waiver use approval to construct and operate a vehicle tow yard on property located on Rosati Drive within the Rosati Industrial Park Subdivision. This platted industrial park, zoned M-1 Light Manufacturing, is located on the west side of Stark Road just south of the CSX Railroad. Rosati Park consists of 16 industrial lots including one devoted solely for the purpose of storm water management. The tow yard is proposed on Lot 8 which is at the west end of the cul-de-sac. Lot 8 totals 31,129 square feet in area (0.71 acre) and is surrounded by other industrial-zoned parcels. The closest residential district is located approximately 156 feet to the south of Lot 8.

Per Section 6.58 of the Livonia Vision 21 Zoning Ordinance, vehicle tow yards are allowed as a waiver use subject to the following special requirements:

- i. Except for the front yard setback, the lot area shall be enclosed with a fence of a type approved by the Inspection Department which shall be located and maintained on the boundaries of such lot area, with only such openings therein as may be necessary for ingress and egress; provided, however, that in the case of a corner lot such fence shall be located on the side yard setback line abutting a public or private thoroughfare.
- ii. Landscaping of the front yard and, in the case of a corner lot, also the side yard abutting a public or private thoroughfare, shall be required.
- iii. The outside stacking or stockpiling of materials shall not exceed eight feet (8') in height above ground level.
- iv. Notwithstanding any other provisions of this Ordinance, wherever the outside storage of equipment and/or material occurs on the site of an approved waiver use and is immediately adjacent to or abutting any residentially zoned property, there shall be provided a greenbelt which shall be at least twenty feet (20') in width, which shall consist of at least two (2) rows of appropriate live plant materials, so placed as to provide continuous screening over and above that which is provided by the protective wall, as is required by other provisions of this Ordinance and shall thereafter be permanently maintained; and further provided, that such greenbelt shall attain a minimum height of at least eight feet (8') after one full growing season.

PUBLIC HEARING

ITEM 2 Petition 2021-10-02-22 – Excellerated Towing & Recovery

Page 2

The submitted plans show a 5,800 square-foot building located near the front of the site. For buildings in an M-1 district located on parcels less than one (1) acre in size, the Zoning Ordinance requires a minimum front yard setback of fifty feet (50'). The proposed building would be setback thirty-five feet (35') from the road right-of-way. Unfortunately, a special setback provision that applied only to industrial parks did not carryover from Ordinance No. 543 to the Livonia Vision 21 Zoning Ordinance. Section 16.10(a) previously provided that when an industrial building fronted on an internal road within a park, the front yard shall be at least sixty feet (60') in depth as measured from the centerline of the publicly dedicated street. In this case, measuring sixty feet (60') to the centerline of the right-of-way as opposed to fifty feet (50') to the edge of the right-of-way is a significant difference. The building, as proposed, would have conformed to the old ordinance, but because the language of Section 16.10(a) was inadvertently omitted from the new ordinance, it fails to comply, and therefore will require a variance for deficient front yard setback. (Note: It is staff's intention to introduce this language for future adoption as an amendment to Livonia Vision 21.) The building would have a rear yard setback of eight-four feet (84') and both side yards would be at least twenty feet (20') in depth. The proposed structure would have a maximum height, as measured from the finished grade to the top edge of the roof, of twenty-two feet (22'). As typical with most industrial buildings, the building would have a high interior ceiling height. The floor plan shows that the interior would include a large shop area, an office, a vehicle prep room and a bathroom.

In an email received November 8, 2021, the Petitioner indicates that this facility would have five (5) employees and that drivers would alternate shifts. Additionally, the business would operate 24 hours a day. There would be two (2) trucks on site that would respond to calls, and two (2) mobile trucks that would move around during rush hour. The majority of vehicles that are recovered are either accident related or break downs. Most vehicles are taken directly to a repair shop. All vehicles are processed within 120 days. After processing the vehicle, it is released to the owner, insurance company, taken to a repair shop, or scrapped. Vehicles are not sold for spare parts and are removed from the site in a timely manner to either an owner or scrap yard. The towing operation has been in business for 14 years. They currently rent space from Tamaroff Honda at 28585 Telegraph Road where there is space for 25-30 vehicles. The Petitioner also rents a building at 26120 Grand River in Redford Township and has an additional location at 21-½ Mile Road in Marshall, Michigan.

Required parking is calculated according to a ratio of one (1) space per 500 square feet of building floor area. Based on the square footage of the building, the proposed facility would require twelve (12) parking spaces available for employees and customers. The site plan shows thirty-one (31) parking spaces available for all aspects of the business, including employees, customers, tow trucks and recovered vehicles. As specified in the requirements for waiver use approval, the entire parking lot area, which is located along the north side of the building and behind the building, must be completely enclosed with a six foot (6') high chain link fence. The yard's access gate, located next to the northeast corner of the building, would be comprised of a six foot (6') high black wrought-iron type fencing. All 31 parking spaces, including one (1) barrier-free space,

PUBLIC HEARING

ITEM 2 Petition 2021-10-02-22 – Excellerated Towing & Recovery

Page 3

are shown within behind the fence and gate, so it is uncertain where customers or public visitors would park.

The elevation plans show the exterior materials of the proposed building would consist of a combination brick and split-face block. The front and the front half of the side elevations would be brick. The remaining back half of the side elevations and the rear of the building would be constructed out of split-face block. Windows would be installed along the brick portions to the building. The rear and north elevation would have large metal overhead doors.

A single dumpster enclosure is shown behind the building along the western edge of the parking lot. According to the “Dumpster Enclosure Detail” shown on Sheet # DA-2.0, the enclosure walls would be six feet (6’) in height and would be constructed out of eight inch (8”) split face block. The enclosure swing gates would be solid corrugated aluminum. It is not known how trash pickup would be handled since the dumpster is within the fenced-in area.

For site lighting, the elevation plan shows LED wall packs along the top section of the proposed building. The Petitioner has stated that these would be the only type of security lighting on site, there would be no type of light poles in the parking lot.

As required, the front yard of the site would be landscaped. The proposed landscaping consists of four (4) White Dogwood trees, a row of arborvitae along the front of the building and grass. Sheet # DA-3.0 indicate the type, quantity and size of plant materials, along with planting details and general landscape notes. This site does not lie adjacent to a residential district and therefore does not require a greenbelt or screen wall between adjacent properties.

According to the provisions set forth in Section 11.08 of the sign regulations, this site would be allowed one (1) wall sign at one (1) square foot of area for each two (2) lineal foot of front building width or 100 square feet, whichever is lesser. Because the development is deficient in front yard setback it would not be allowed a ground sign.

November 30, 2021: Public Hearing:

Approving Resolution: That the request to construct and operate a vehicle tow yard (Excellerated Towing & Recovery) at 34437 Rosati Avenue is hereby approved, subject to City Council approval and the following conditions:

1. That the Architectural Site Plan identified as Sheet # DA-2.0 dated October 28, 2021, prepared by Arista Design, Inc., is hereby approved and shall be adhered to.

PUBLIC HEARING

ITEM 2 Petition 2021-10-02-22 – Excellerated Towing & Recovery

Page 4

2. Subject to a determination by the Inspection Department, the petitioner may be required to obtain a variance from the Zoning Board of Appeals for deficient building front yard setback and any conditions related thereto.
3. All parking spaces, except the required handicapped spaces, shall be doubled striped at ten feet (10') wide by twenty feet (20') in length as required.
4. That the maximum number of vehicles parked on the site at any given time, including employees, customers, tow trucks and recovered vehicles, shall not exceed thirty-one (31) vehicles.
5. That the Landscape Plan identified as Sheet # DA-3.0 dated October 28, 2021, prepared by Arista Design, Inc., is hereby approved and shall be adhered to,
6. That all disturbed lawn areas shall be sodded in lieu of hydro seeding,
7. That underground sprinklers are to be provided for all landscaped and sodded areas and all planted materials shall be installed to the satisfaction of the Inspection Department and thereafter permanently maintained in a healthy condition.
8. That the Exterior Elevations Plan identified as Sheet # DA-4.0 dated October 28, 2021, prepared by Arista Design, Inc., is hereby approved and shall be adhered to.
9. That all rooftop mechanical equipment shall be concealed from public view on all sides by screening that shall be of a compatible character, material and color to other exterior materials on the building.
10. That any pole-mounted light fixtures shall not exceed twenty feet (20') in height and shall be aimed and shielded to minimize stray light trespassing across property lines and glaring into adjacent roadways.
11. That the trash dumpster area and encloser gates shall be constructed in accordance with the Dumpster Enclosure Details, as shown on the approved site plan.
12. That only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
13. That the specific plans referenced in this approving resolution shall be submitted to the Inspection Department at the time the building permits are applied for; and,

PUBLIC HEARING

14. Pursuant to Section 13.13 of the Livonia Vision 21 Zoning Ordinance, this approval is valid for a period of one year only from the date of approval by City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

Denying Resolution: That the request to construct and operate a vehicle tow yard (Excellerated Towing & Recovery) at 34437 Rosati Avenue is hereby denied for the following reasons:

1. That the petitioner has failed to comply with all general standards and requirements as set forth in Sections 1.02 and 13.13 of the Livonia Vision 21 Zoning Ordinance.
2. That the intensity of the proposed use and the hours of operation are inconsistent with the surrounding land uses.
3. That the proposal creates significant adverse impacts on the neighboring properties, public services, and community planning efforts, and
4. That the petitioner has failed to comply with all the concerns deemed necessary for the safety and welfare of the City and its residents.

Pertinent Information:

Owner/Developer:
Excellerated Towing & Recovery, LLC
14310 211/2 Mile Road, Marshall, MI 49068

Zoning District: M-1 (Light Manufacturing)

Setback Requirements:

FRONT:	35' Required	35' Provided
SIDE:	20' Required	20' Provided
REAR:	20' Required	20' Provided

Parking Requirements: Section 18.38 - Industrial Establishments
Required: (1) Space per employee, 6 Employees = (6) Spaces required
Provided: (31) Spaces

Max. Height of Structure: Max. Allowable: 50'-0" Proposed: +/- 22'-3"

Site Area: 31,129 s.f.

Proposed Building Area: 5,800 s.f.

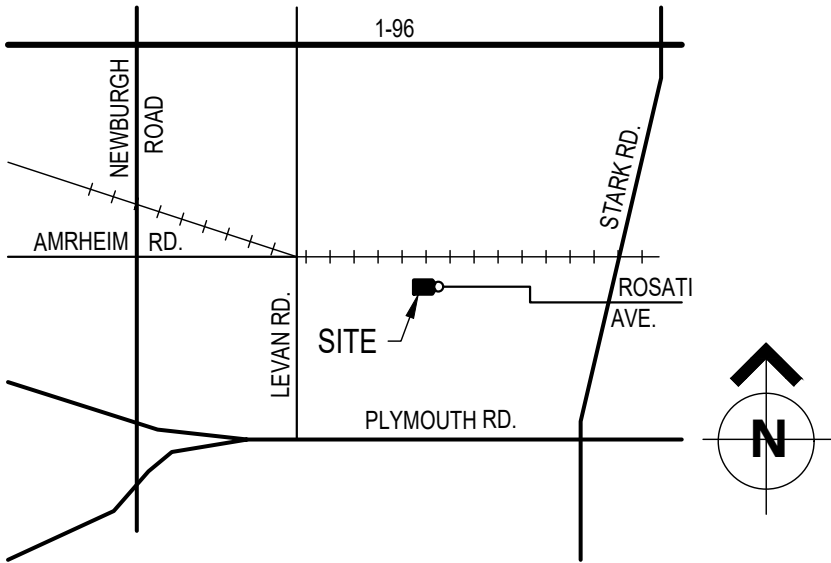


Drawing Index:

- DA-1.0 - Project Title, Project Information
- DA-2.0 - Architectural Site Plans, Dumpster Details
- DA-3.0 - Landscape Plan, Landscape Details
- DA-4.0 - Building Floor Plan, Exterior Elevations
- Survey

EXTERIOR MATERIAL SELECTIONS TO MATCH THAT OF EXISTING BUILDING THAT HAS RECENTLY BEEN COMPLETED AS DEPICTED ON VICINITY MAP BELOW. SEE ALSO MATERIAL PHOTO EXAMPLES PROVIDED.

Location Map: (NOT TO SCALE)



EXCELLERATED TOWING & RECOVERY, LLC
34437 ROSATI AVE., LIVONIA, MICHIGAN

Proposed New Building
34437 Rosati Avenue
Livonia, MI 48150
Lot 8, Rosati Industrial Park
Owner/Developer:
R & E Landscaping and Construction, LLC
34422 Rosati Avenue
Livonia, MI 48150



Arista Design, Inc.
PO Box 531507, Livonia, MI 48153
Tel: 734-812-7450

THESE DRAWINGS, IDEAS AND DESIGNS ARE THE PROPERTY OF ARISTA DESIGN, INC. AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING EXPRESS WRITTEN PERMISSION FROM ARISTA DESIGN, INC.



Issued:

Drawing Title:
Title Sheet
Project Information

Drawing Scale: As Shown

Date: 10/28/2021

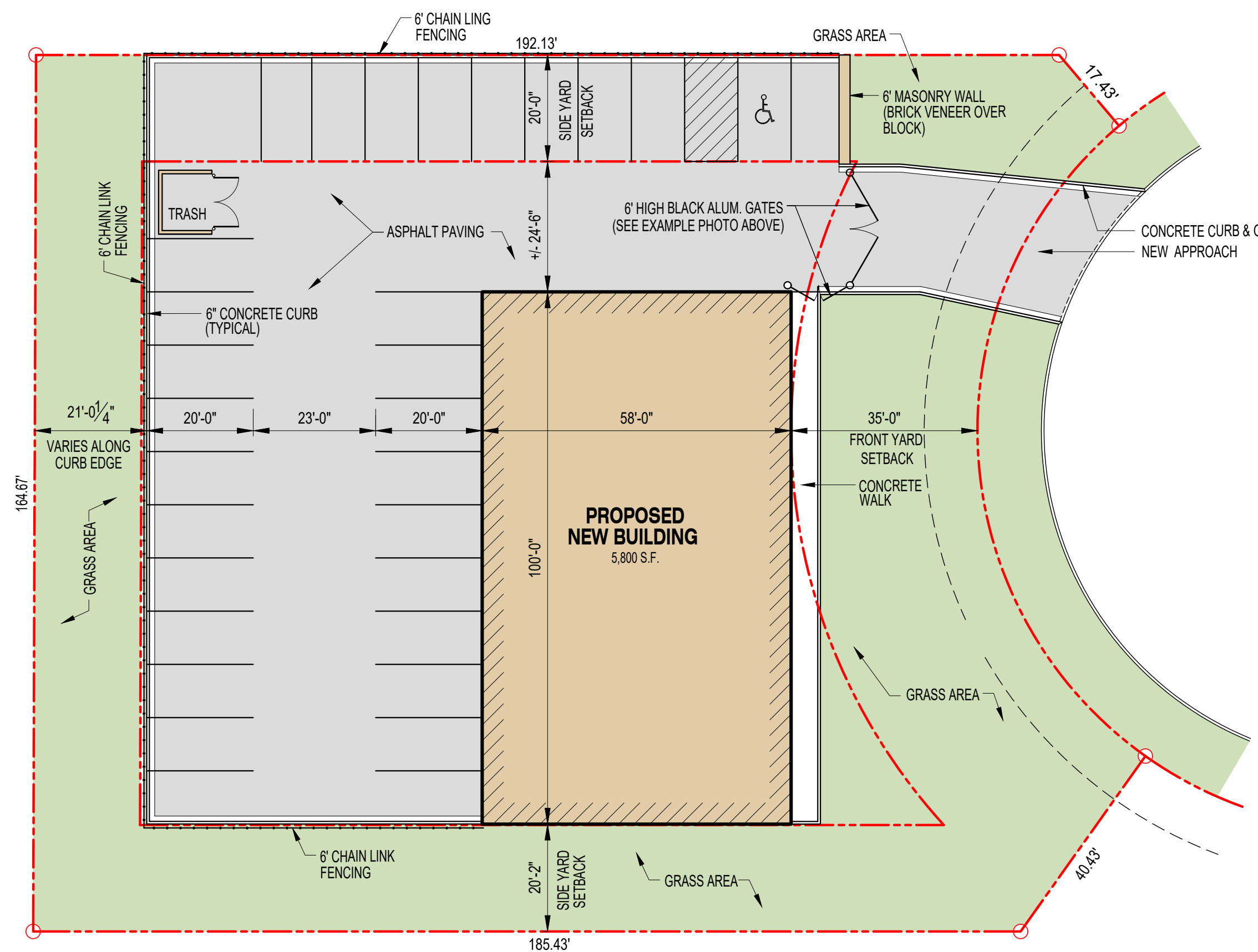
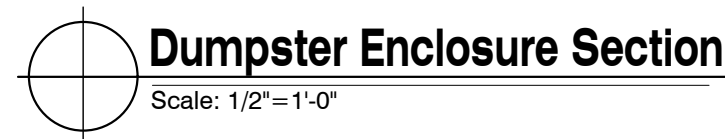
Project Number:

Sheet #:
DA-1.0



PARCEL ID# 111-03-0008-000

LOT 8, OF "ROSATI INDUSTRIAL PARK", A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF SECTION 28, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 122 OF PLATS ON PAGES 63-66 OF WAYNE COUNTY RECORDS, CONTAINING 0.55 ACRES OF LAND MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OR RIGHT OF WAYS OF RECORD IF ANY.



 **Arista
Design, Inc.**
PO Box 531507, Livonia, MI 48153
Tel: 734-812-7450



Issued:

Drawing Title:
**Architectural Site Plan
Dumpster Details**

Drawing Scale: As Shown

Date: 10/28/2021

Project Number:

DA-2.0

Landscape Development Notes:

PLANTING

- Installation of all plant material shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock* and with the specifications set forth by the City of Taylor, Michigan.
- The plant materials shall conform to the type stated on the plant list. Sizes shall be the minimum stated on the plant list or larger. All measurements shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock*.
- The plant material shall be nursery grown and inspected by the Owner's representative before planting. The Owner's representative reserves the right to reject any plant material at any time.
- Plants designated "B&B" shall be balled and burlapped with firm balls of earth.
- Dig shrub pits one foot (1') larger than the shrub rootball, tree pits three (3) times the width of the tree rootball and backfill with one (1) part topsoil and one (1) part soil from excavated pit. Plant trees and shrubs at the same grade level at which they were planted at the nursery. If wet, clay soils are evident, plant trees and shrubs slightly higher.
- The Contractor is responsible for planting the materials at the correct grades and spacing. The plants shall be oriented to give the best appearance.
- When the plant has been properly set, the pit shall be backfilled with the topsoil mixture, gradually filling, patting, and settling with water.
- Trees in lawn areas to have a four foot (4') circle of mulch, four inches (4") deep, and three inches (3") away from the trunk. Shrub beds are to be mulched with shredded bark mulch to a minimum depth of four inches (4"). Only natural color shredded hardwood bark mulch will be accepted.
- Remove all twine, wire, and burlap from the top one third (1/3) of tree and shrub root balls and from tree trunks. Remove all non-biodegradable material such as plastic or nylon completely from branches and stems.
- All plant materials shall be pruned and injuries repaired. The amount of pruning shall be limited to the removal of dead or injured limbs and to compensate for the loss of roots from transplanting. Cuts should be flush, leaving no stubs. Cuts over three quarters of an inch (3/4") shall be painted with tree paint. Shrubs along the site perimeter shall be allowed to grow together in a natural form.
- Organic, friable topsoil shall be evenly distributed and fine graded over all areas to receive lawns at uniform depth of four inches (4") after settlement.
- All lawn areas shall be seeded with a Grade A Kentucky Blue Grass blend over the topsoil. Install a soil erosion control blanket for stabilization of the side slopes of the detention basin after seeding.
- All plantings shall be completed within three (3) months, and no later than November 30, from the date of issuance of a certificate of occupancy if such certificate is issued during the April 1 thru September 30 period; if the certificate is issued during the October 1 thru March 31 period, the planting shall be completed no later than the ensuing May 31; plantings shall thereafter be reasonably maintained, including permanence and health of plant materials to provide a screen to abutting properties and including the absence of weeds and refuse.
- Plant trees and shrubs no closer than the following minimum distances from sidewalks, curbs, and parking stalls:
 - Shade/Canopy Trees Three feet (3')
 - Ornamental/Flowering Trees Five feet (5')
 - Evergreen Trees Five feet (5')
 - Evergreen/Flowering Shrubs Four feet (4')
- Backfill directly behind all curbs and along sidewalks and compact to the to of curbs or walk to support vehicle and pedestrian weight without settling.
- All landscape areas, especially parking lot islands and landscape beds next to buildings shall be excavated of all building materials and poor soils to a depth of twelve inches to eighteen inches (12"-18") and backfilled with good, medium-textured planting soil (loam or light yellow clay). Add four inches to six inches (4"-6") of topsoil over the fill material and crown a minimum of six inches (6") above the top of curbs and/or walks after earth settling unless otherwise noted on the landscape plan.
- Conversion of all asphalt and gravel areas to landscape planting beds shall be done in the following manner:
 - Remove all asphalt, gravel, and compacted earth to a depth of six inches to eighteen inches (6"-18") depending on the depth of the sub base and dispose of off site;
 - Call the City for an inspection prior to backfilling;
 - Replace excavated material with good, medium-textured planting soil (loam or light yellow clay) to a minimum of two inches (2") above the top of the curb and sidewalk, add four inches to six inches (4"-6") of topsoil and crown to a minimum of six inches (6") above the adjacent curb and walk after earth settling, unless otherwise noted on the landscape plan.If conversion from asphalt to landscape occurs in or between an existing landscape area(s), replace excavated material from four inches to six inches (4"-6") below adjacent existing grade with good, medium-textured planting soil (loam or light yellow clay) and add four inches to six inches (4"-6") of topsoil to meet existing grades after earth settling.

MATERIAL

- Required landscape material shall satisfy the criteria of the American Association of Nurserymen Standards for Nursery Stock and be:
 - Nursery grown;
 - State Department of Agriculture inspected;
 - No. 1 grade material with a straight, unscarred trunk, and well-developed uniform crown (park grade trees will not be accepted);
 - Staked, wrapped, watered, and mulched according to the details provided; and
 - Guaranteed for one (1) year.
- Topsoil shall be friable, fertile soil of clay loam character containing at least five percent (5%) but not more than twenty percent (20%) by weight of organic matter with a pH range between 6.0 and 7.0. The topsoil shall be free from clay lumps, coarse sand, plant roots, sticks, and other foreign materials.
- The seed mixture shall consist of the following types and proportions: Kentucky Blue Grass blend "Baron/Sheri/Adelphi" @ sixty percent (60%), Chewing Fescue @ twenty-five percent (25%), Creeping Red Fescue @ ten percent (10%), and Perennial Rye Grass @ five percent (5%). Weed content shall not exceed one percent (1%). The mix shall be applied at a rate of 200 pounds per acre.
- Sod shall be two (2) year old "Baron/Sheri/Adelphi" Kentucky Blue Grass blend grown in a sod nursery on loam soil.
- Cobblestone mulch shall consist of one inch to three inch (1" - 3") cobbles six inches (6") deep over geotextile fabric.

GENERAL

- Do not plant deciduous or evergreen trees directly over utility lines or under overhead wires. Maintain a six foot (6') distance from the centerline of utilities and twenty feet (20') from the centerline of overhead wires for planting holes. Call MISS DIG forty-eight (48) hours prior to landscape construction for field location of utility lines.
- The Contractor agrees to guarantee all plant material for a period of one (1) year. At that time, the Owner's representative reserves the right for a final inspection. Plant material with twenty-five percent (25%) die back, as determined by the Owner's representative shall be replaced. This guarantee includes the furnishing of new plants, labor, and materials. These new plants shall also be guaranteed for a period of one (1) year.
- The work shall consist of providing all necessary materials, labor, equipment, tools, and supervision required for the completion as indicated on the drawings.
- All planting beds shall be watered with an automatic underground irrigation system. Lawns and shrub/landscape areas shall be watered by separate zones to minimize overwatering.
- All written dimensions override scale dimensions on the plans.
- Report all changes, substitutions, or deletions to the Owner's representative.
- All bidders must inspect the site and report any discrepancies to the Owner's representative.
- All specifications are subject to change due to existing conditions.
- The Owner's representative reserves the right to approve all plant material.
- All ground mounted mechanical units shall be screened on three (3) sides with living plant material.

MAINTENANCE OF GENERAL LANDSCAPE AREAS

- The Owner of the landscaping shall perpetually maintain such landscaping in good condition so as to present a healthy, neat, and orderly appearance, free from refuse and debris.
- The Owner shall conduct a seasonal landscape maintenance program including regular lawn cutting (at least once per week during the growing season), pruning at appropriate times, watering, and snow removal during winter.
- The Contractor is responsible for watering and maintenance of all seed areas until a minimum of ninety percent (90%) coverage, as determined by the Owner's representative.
- All diseased and/or dead material shall be removed within sixty (60) days following notification and shall be replaced within the next appropriate planting season or within one (1) year, whichever comes first.
- Any debris such as lawn clippings, fallen leaves, fallen limbs, and litter shall be removed from the site on a weekly basis at the appropriate season.
- All planting beds shall be maintained by removing weeds, fertilizing, and replenishing mulch as needed.
- Annual beds shall be kept free of weeds and mulched with sphagnum peat of a neutral pH as needed. Perennial beds shall be kept free of weeds and mulched with fine textured shredded bark as needed. Cut spent flower stalks for perennial plants at regular intervals.

ALL LANDSCAPE AREAS TO BE IRRIGATED.

Site Coverage Calculations:

SITE AREA	= 31,129 S.F.
OFF-STREET PARKING COVER	= 13,066 S.F.
BUILDING AREA COVER	= 5,800 S.F.
SIDEWALKS COVER	= 500 S.F.
LANDSCAPING COVER	= 11,763 S.F.

Planting Schedule:

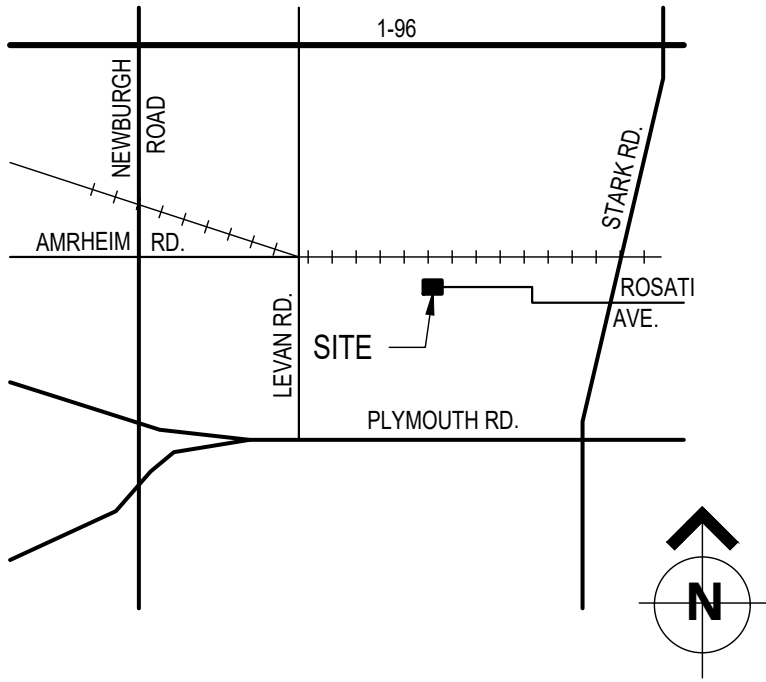
SYMBOL	COMMON NAME	QTY.	BOTANICAL NAME	HEIGHT	SIZE
AR	NORTH POLE ARBORVITAE GREEN FOLLAGE	30	THUJA	4'-0"	1 GAL.
WD	WHITE DOGWOOD	4	CORNUS FLORIDA		3" CAL.

Legal Description:

PARCEL ID# 111-03-0008-000

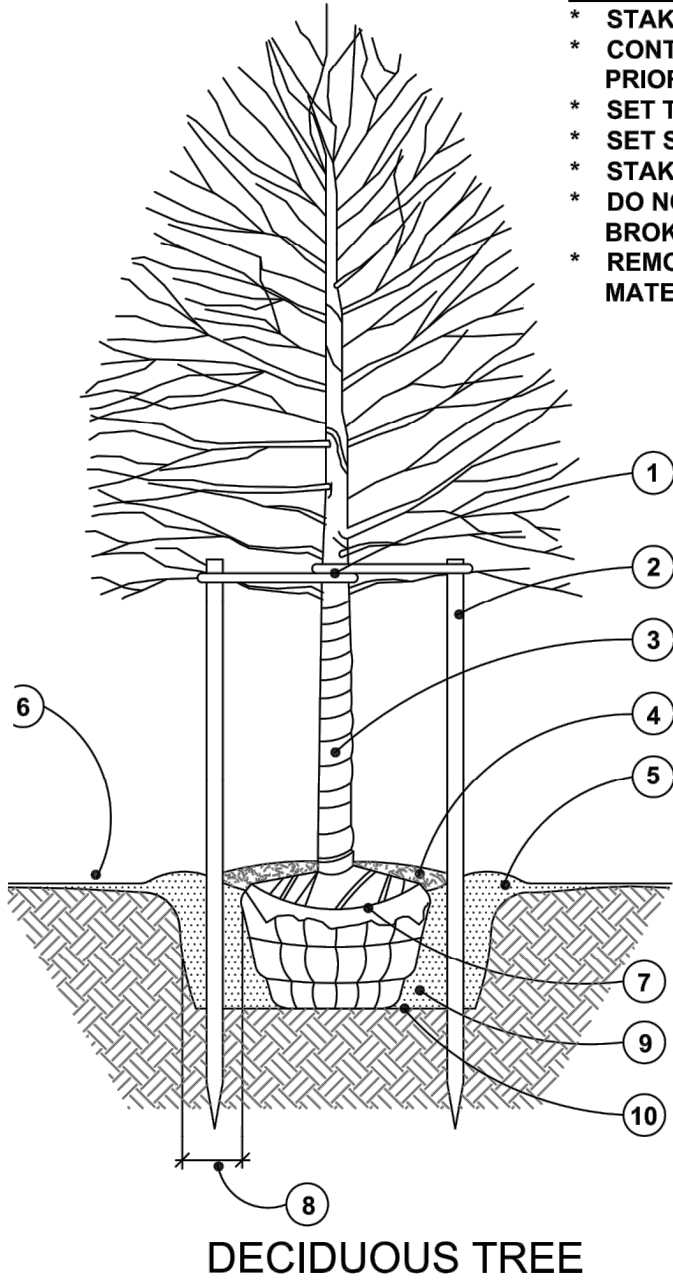
LOT 8, OF "ROSATI INDUSTRIAL PARK", A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4, 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 122 OF PLATS ON PAGES 63-66 OF WAYNE COUNTY RECORDS, CONTAINING 0.55 ACRES OF LAND MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OR RIGHT OF WAYS OF RECORD IF ANY.

Location Map: (NOT TO SCALE)



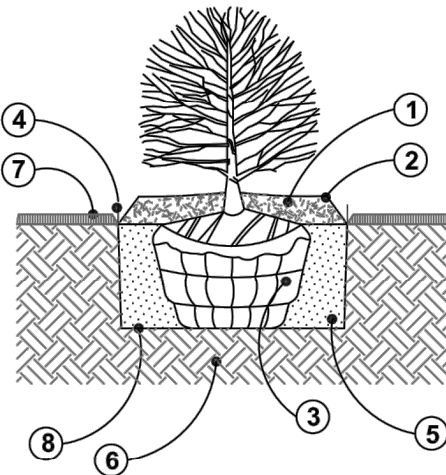
NOTES:

- STAKE TREES UNDER FOUR INCH (4") CALIPER.
- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.
- SET TOP OF BALL THREE INCHES (3") ABOVE FINISH GRADE.
- SET STAKES VERTICAL & EVENLY SPACED.
- STAKES OR GUYS TO BE SECURED ABOVE THE FIRST BRANCH.
- DO NOT PRUNE TERMINAL LEADER. PRUNE ONLY DEAD OR BROKEN BRANCHES.
- REMOVE ALL TAGS, STRING, PLASTICS, AND OTHER MATERIALS THAT ARE UNSIGHTLY OR COULD CAUSE DAMAGE.



DECIDUOUS TREE

- STAKE TREE JUST BELOW FIRST BRANCH USING TWO INCH TO THREE INCH (2"-3") WIDE BELT-LIKE MATERIAL OF NYLON, PLASTIC, OR OTHER ACCEPTABLE MATERIAL. (NO WIRE OR HOSE TO BE USED TO GUY TREES).
- THREE (3) GUYS EVENLY SPACED PER TREE. REMOVE AFTER ONE (1) WINTER SEASON.
- 2 x 2 HARDWOOD STAKES. POSITION SIX INCHES TO EIGHT INCHES (6"-8") OUTSIDE OF ROOTBALL AND EXTEND EIGHTEEN INCHES (18") BELOW TREE PIT INTO UNDISTURBED SOIL.
- APPLY TREE WRAP AND SECURE WITH A BIODEGRADABLE MATERIAL AT TOP AND BOTTOM. REMOVE AFTER ONE (1) WINTER.
- SHREDDED BARK MULCH OF A NATURAL COLOR AT FOUR INCH (4") MINIMUM DEPTH. LEAVE A THREE INCH (3") CIRCLE OF BARE SOIL AT THE BASE OF THE TREE.
- MOUND TO FORM TREE SAUCER.
- FINISH GRADE SLOPED AWAY FROM TREE.
- CUT AND REMOVE WIRE, BURLAP, AND BINDINGS FROM THE TOP ONE-THIRD (1/3) OF THE ROOTBALL.
- WIDTH OF ROOTBALL ON EACH SIDE.
- PLANTING MIX SHALL BE AMMENDED PER SITE CONDITIONS AND PLANT REQUIREMENTS.
- SCARIFY BOTTOM AND SIDES OF PLANTING PIT TO FOUR INCH (4") DEPTH.



SHRUB

GENERAL NOTES FOR ALL PLANTINGS:

- DO NOT CUT CENTRAL LEADER.
- REMOVE ALL TAGS, STRINGS, PLASTICS, AND ANY OTHER NON-BIODEGRADABLE MATERIALS (EXCEPT LABEL FOR PLANT NAME) FROM PLANT STEMS OR CROWN WHICH ARE UNSIGHTLY OR COULD CAUSE GIRDLING.
- PLANTS SHALL BEAR THE SAME RELATION TO FINISH GRADE AS IT BORE TO THE PREVIOUS GRADE IN THE NURSERY. SET THE BASE OF THE PLANT SLIGHTLY HIGHER THAN EXISTING GRADE IF PLANTING IN CLAY SOILS.
- CENTER THE ROOTBALL IN THE PLANTING HOLE. LEAVE THE BOTTOM OF THE PLANTING HOLE FIRM. USE WATER TO SETTLE THE PLANTING MIX AND REMOVE ANY AIR POCKETS AND FIRMLY SET THE TREE OR SHRUB. GENTLY TAMP IF NEEDED.

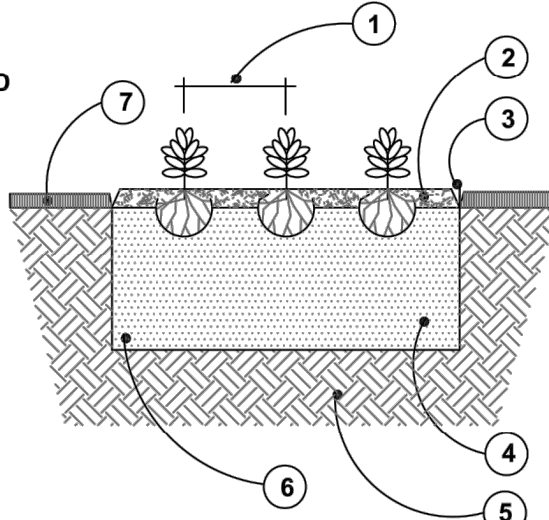
NOTE:

- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.

- SHREDDED BARK MULCH AT FOUR INCH (4") MINIMUM DEPTH. MULCH SHALL BE NATURAL IN COLOR.
- FORM A SAUCER WITH MULCH AND SOIL AROUND SHRUB BED.
- CUT AND REMOVE BURLAP AND BINDINGS FROM THE TOP ONE-THIRD (1/3) OF THE ROOTBALL.
- 3/16" x 4" ALUMINUM EDGING (OR APPROVED EQUIVALENT) OR SPADED EDGE.
- EXCAVATE PLANTING HOLE AND BACKFILL WITH PREPARED PLANTING MIX.
- UNDISTURBED SUBGRADE.
- LAWN.
- SCARIFY SUBGRADE.

NOTE:

- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.
- PERENNIALS TO BE PLANTED UP TO THE EDGE OF THE SAUCER AROUND A TREE OR SHRUB BED.



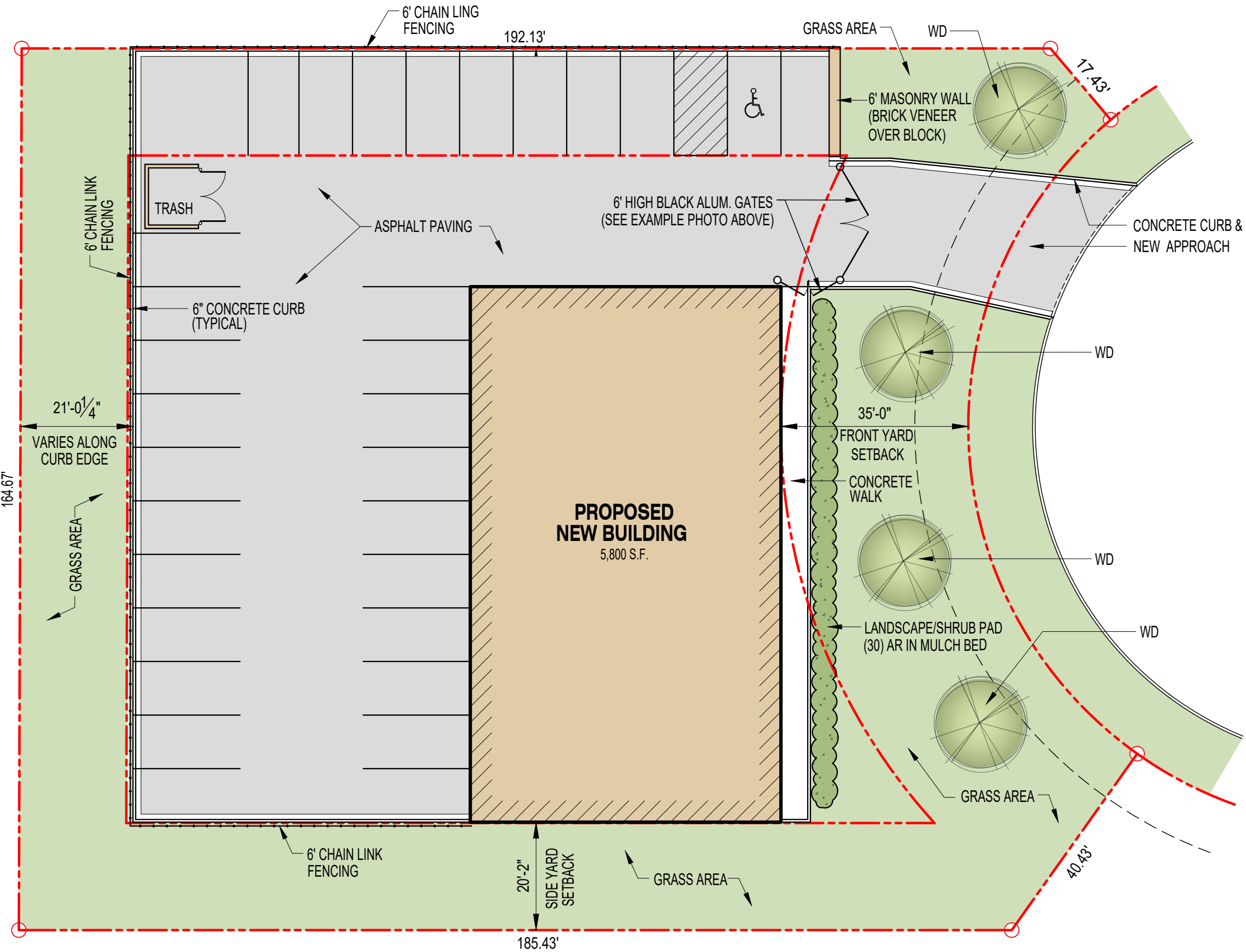
ANNUAL / PERENNIAL / GROUNDCOVER

Planting Details

NOT TO SCALE

ALL LANDSCAPE AREAS TO BE IRRIGATED.

PLANTING LOCATIONS TO BE VERIFIED IN FIELD AND SHALL NOT CONFLICT WITH UNDERGROUND AND ABOVE GROUND UTILITIES. CONTRACTOR TO BE RESPONSIBLE FOR COORDINATING FINAL LOCATIONS WITH THE OWNER PRIOR TO INSTALLATION.



Proposed New Building

34437 Rosati Avenue
Livonia, MI 48150
Lot 8, Rosati Industrial Park
Owner/Developer:
R & E Landscaping and Construction, LLC
34422 Rosati Avenue
Livonia, MI 48150

Arista Design, Inc.
PO Box 531507, Livonia, MI 48153
Tel: 734-812-7450

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Issued:

Drawing Title:
Landscape Plan Details

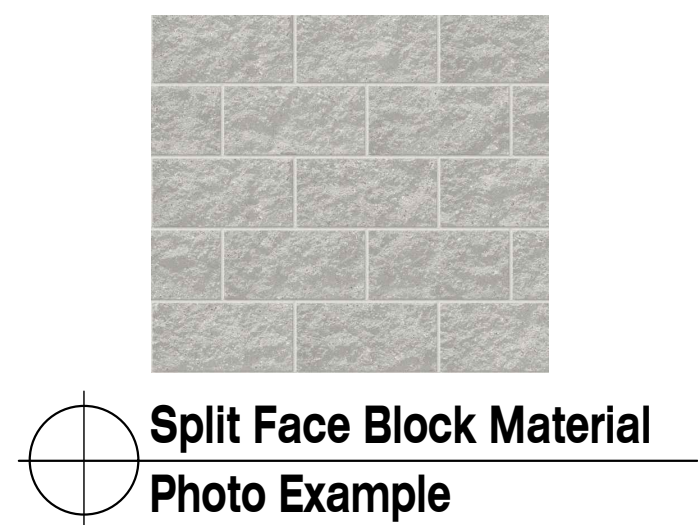
Drawing Scale: As Shown

Date: 10/28/2021

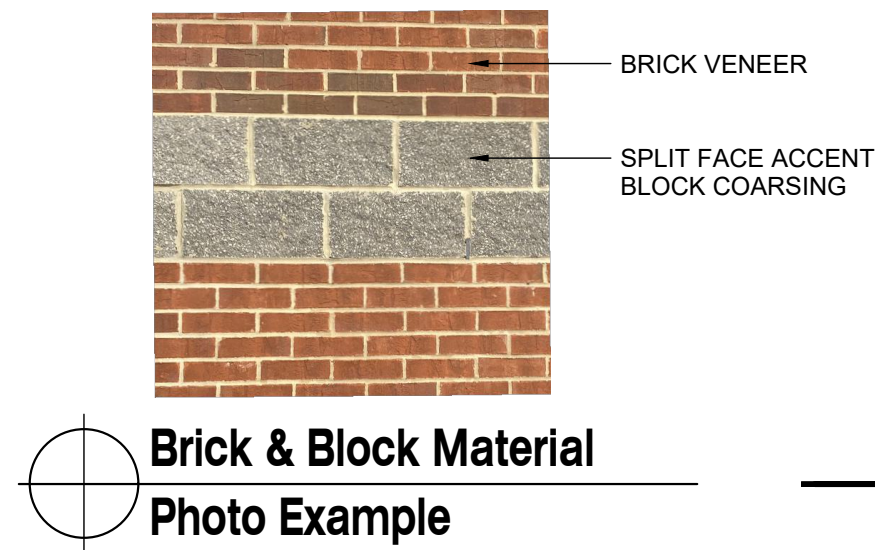
Project Number:

Sheet #:

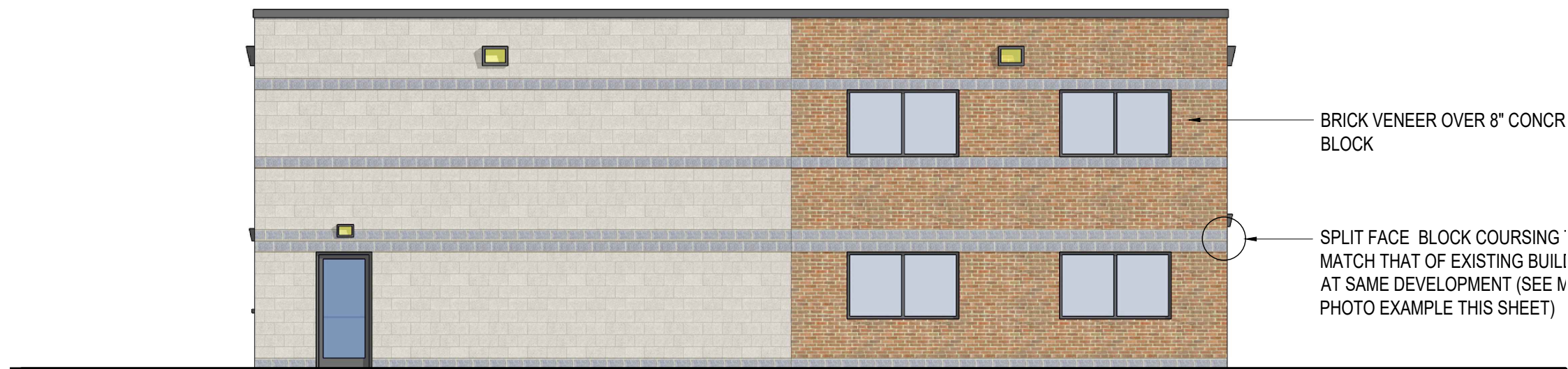
DA-3.0



Split Face Block Material
Photo Example



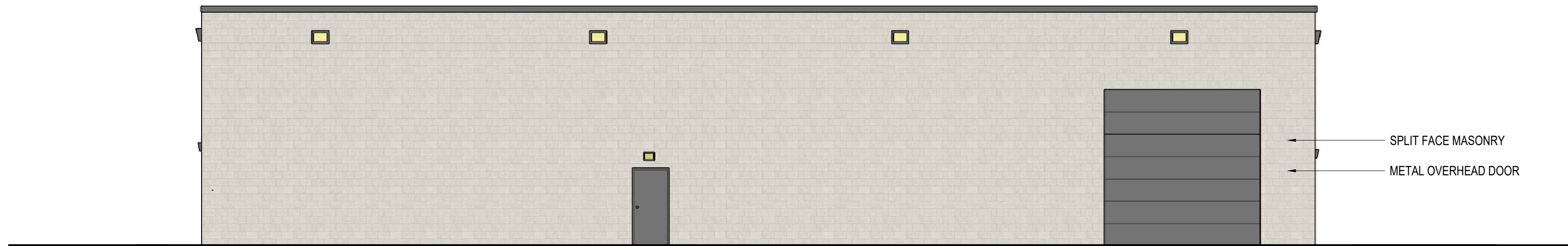
Brick & Block Material
Photo Example



South Elevation
Scale: 1/8" = 1'-0"



North Elevation
Scale: 1/8" = 1'-0"



West Elevation
Scale: 1/8" = 1'-0"



East Elevation
Scale: 1/8" = 1'-0"

THREE WALL PACKS IN ONE
Our C-Lite Traditional-Style LED Wall Pack delivers up to 14,400 lumens. Select between four different wattages on each model and also choose your desired color temp (3000K, 4000K, or 5000K). Each model is shipped with the default setting at the highest wattage and at 4000K. Integrated battery backup option available.



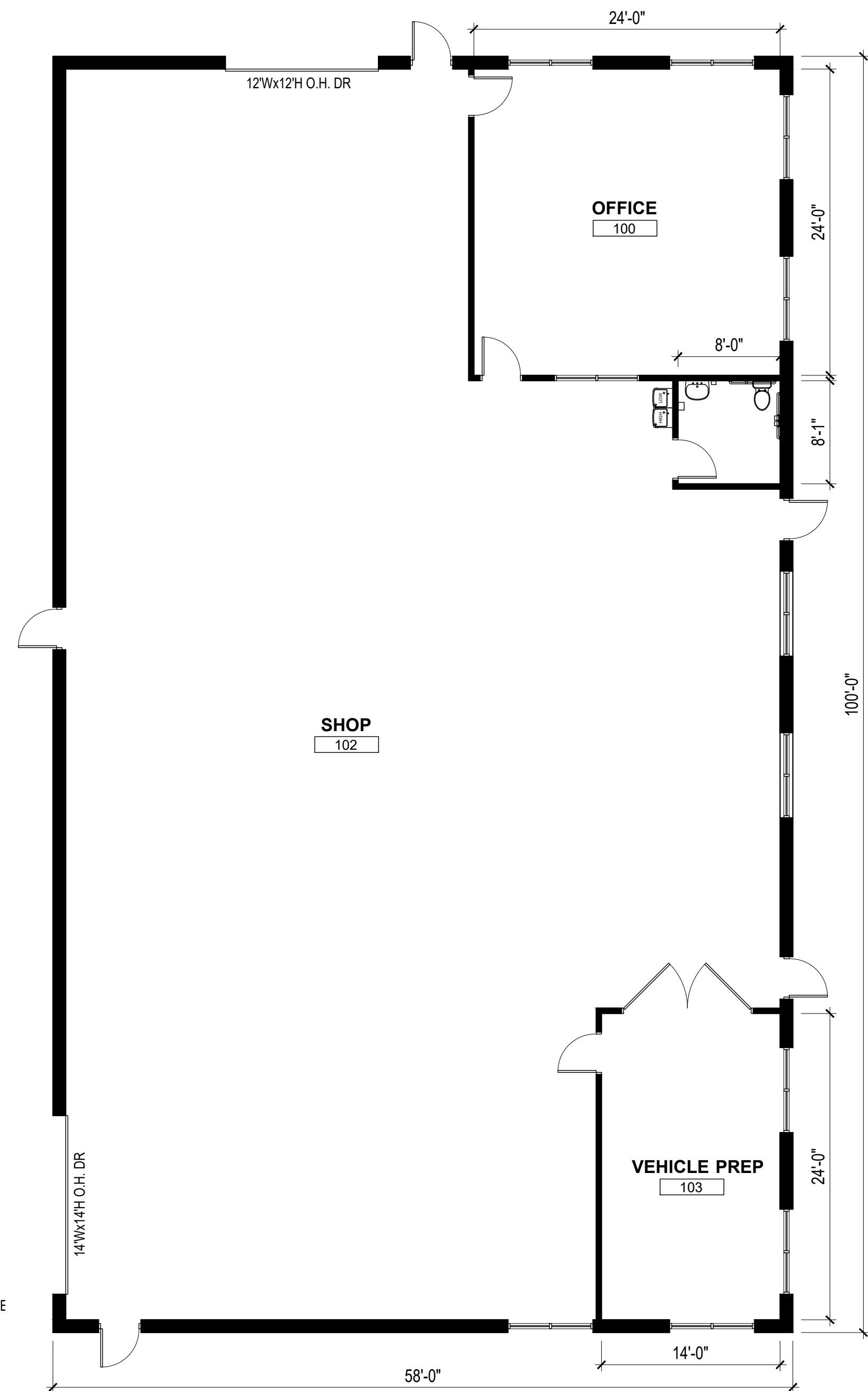
PRODUCT SPECIFICATIONS

OVERVIEW

- Max. Delivered Lumens: Up to 6500 Lumens (\$6L), Up to 10,200 Lumens (\$10L), Up to 14,400 Lumens (\$14L)
- CRI: > 70
- CCT: Selectable 3000K, 4000K or 5000K
- Input Power: Up to 46W (\$6L), Up to 71W (\$10L), Up to 100W (\$14L)
- Estimated L70 Lifetime @ 25°C > 50,000 Hours
- Power Factor: > 0.9
- Total Harmonic Distortion: <20%
- Limited Warranty: 5-Year*
- Replaces: 150W PSMH (\$6L), 250W PSMH (\$10L), 400W MH (\$14L)



Wall Pack Example
NOT TO SCALE



Floor Plan
Scale: 3/32" = 1'-0"

Proposed New Building
34437 Rosati Avenue
Livonia, MI 48150
Lot 8, Rosati Industrial Park
Owner/Developer:
R & E Landscaping and Construction, LLC
34422 Rosati Avenue
Livonia, MI 48150

Arista Design, Inc.
PO Box 531507, Livonia, MI 48153
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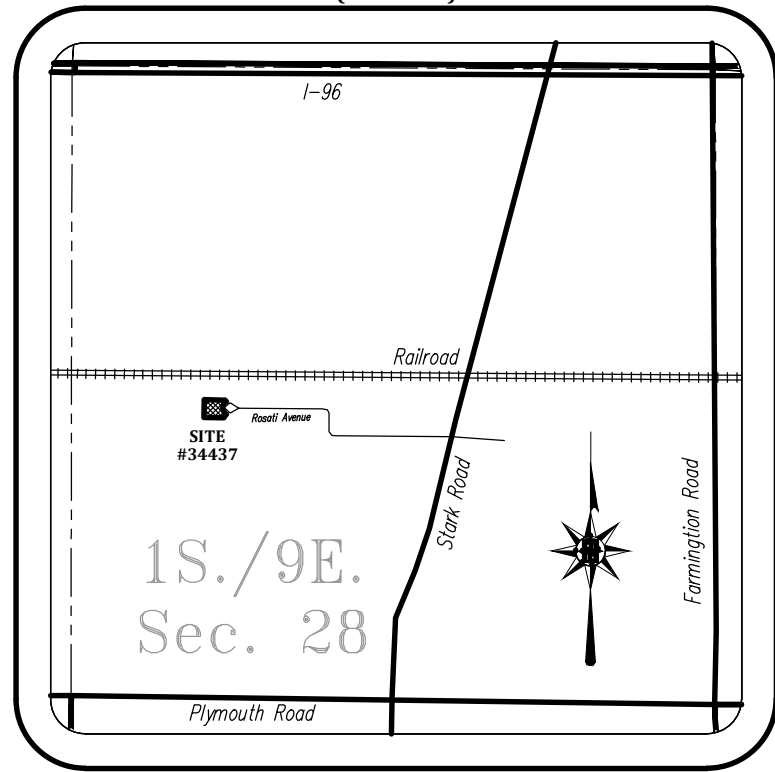


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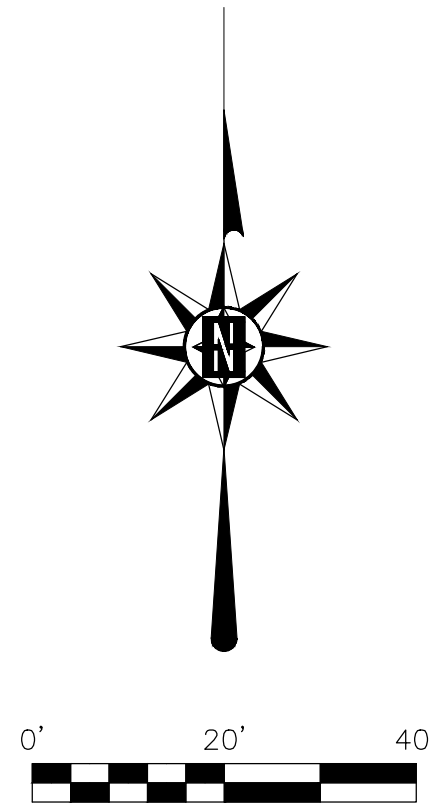
Drawing Title:
**Building Floor Plan
Exterior Elevations**
Drawing Scale: As Shown
Date: 10/28/2021
Project Number:

Sheet #:
DA-4.0

SITE LOCATION MAP
(NO SCALE)



BOUNDARY AND TOPOGRAPHIC SURVEY
34437 Rosati Avenue



LEGEND

- FOUND MONUMENTATION
- SET MONUMENTATION
- SECTION CORNER
- RECORD MEAS.
- FIELD MEAS.
- PROVISED DIST.
- CALCULATED DIST.
- PROPERTY LINE
- SECTION LINE
- EASEMENT LINE
- PARCEL LINE
- PLATTED LINE
- FENCE LINE
- STORM SEWER
- SANITARY SEWER
- WATER LINE/MAIN
- GAS LINE/MAIN
- OVERHANG LINE
- BURIED CABLE
- BURIED ELEC.
- GAS METER
- GAS SHUT OFF
- GAS MARKER/FLAG
- WATER MANHOLE
- HYDRANT
- WATER SHUT OFF
- WATER METER
- WATER WELL
- WATER MARKER/FLAG
- STORM MANHOLE
- STORM BASIN
- STORM BEEHIVE BASIN
- STORM OUTLET
- SAN. MANHOLE
- SAN. CLEANOUT
- SAN. MARKER/FLAG
- COMM. MANHOLE
- COMM. PEDESTAL
- COMM. MARKER
- LIGHT POLE
- UTILITY POLE
- ELECTRIC MANHOLE
- POWER TRANSFORMER
- ELEC. MARKER/FLAG
- ELEC. METER
- GRND. WTR. MON. WELL
- SIGN
- AIR CONDITIONING UNIT
- FOUND CONC. MON.
- FOUND IRON ROD
- FOUND CAPPED IRON
- BACK OF CURB
- TOP OF CURB
- CURB OUTLET
- HIGH POINT
- LOW POINT
- FINISHED GRADE
- FINISHED FLOOR
- MATCH EX. GRADE
- AS-BUILT MEAS.
- POINT OF CURVE
- POINT OF REV. CURVE
- POINT OF COMP. CURVE
- RIGHT OF WAY
- POINT OF BEGIN
- POINT OF COMMENCE
- EX. SPOT ELEVATION
- PROPOSED ELEVATION
- DECIDUOUS TREE
- EVERGREEN TREE

BENCHMARK:

THE NORTH RIM OF A STORM
MANHOLE LOCATED 26.9 FEET WEST
AND 20.4 FEET NORTH OF THE
EAST MOST PROPERTY CORNER.

ELEVATION = 662.55 NAVD88

ZONING REQUIREMENTS

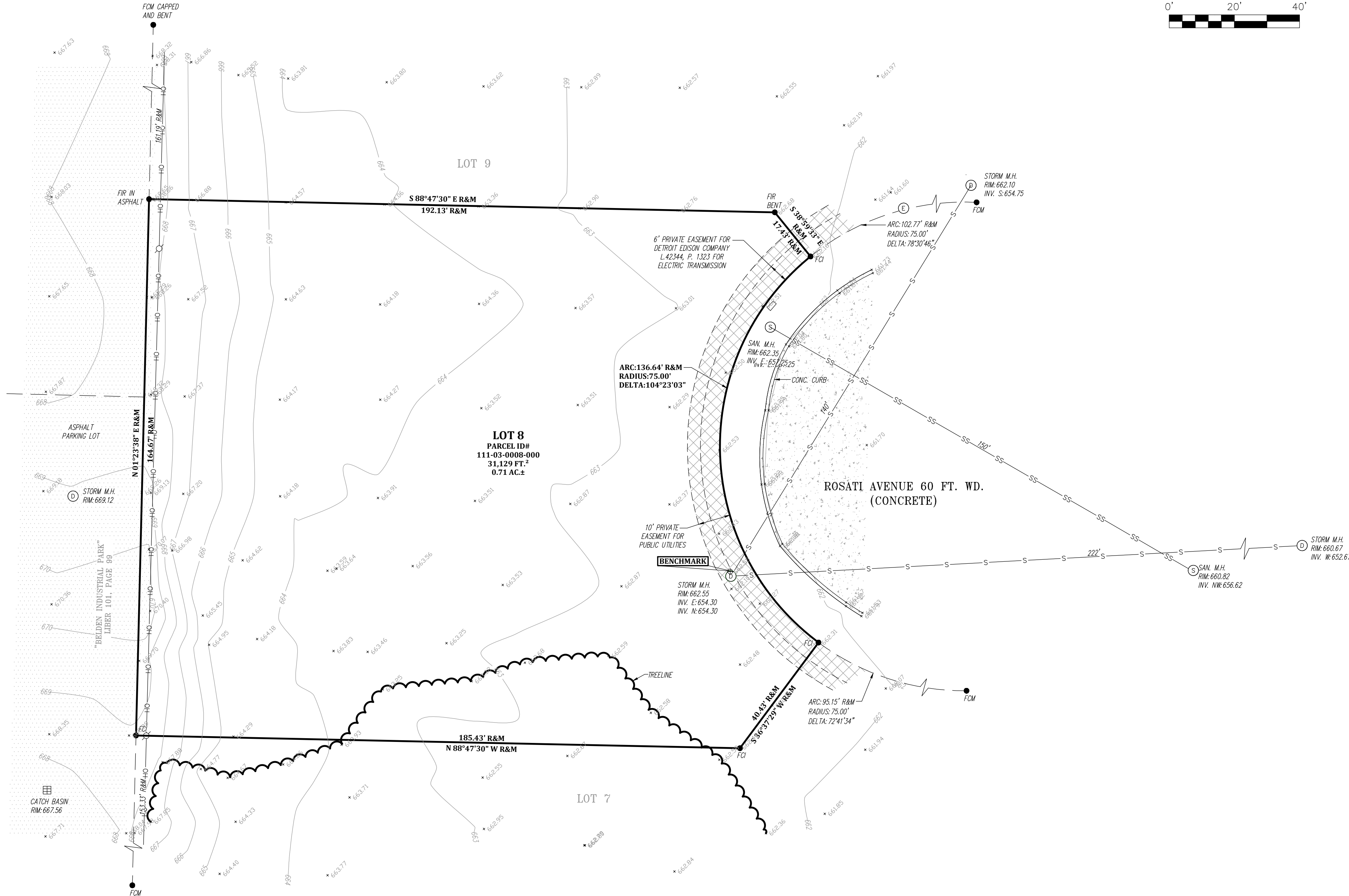
M-1 LIGHT MANUFACTURING

- LOT - MIN. AREA: N/A
- MIN. WIDTH: N/A
- COVERAGE - MAX. BLD.: N/A
- MAX. IMP.: N/A
- SETBACKS - FRONT YARD: 50 FT.
- REAR YARD: 20 FT.
- SIDE YARD: 20 FT.
- SIDE TOTAL: 20 FT.
- HEIGHT - MAX. BLD.: 50 FT.
- EXISTING CONDITIONS
- LOT - AREA: 31,129 FT.²
- WIDTH: 164 FT.
- COVERAGE - BLD.: VACANT
- IMP.: VACANT

LEGAL DESCRIPTION

PARCEL ID# 111-03-0008-000

LOT 8, OF "ROSATI INDUSTRIAL PARK", A SUBDIVISION OF
PART OF THE SOUTHEAST ¼ AND SOUTHWEST ¼ OF SECTION
28, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE
COUNTY, MICHIGAN, AS RECORDED IN LIBER 122 OF PLATS ON
PAGES 63-66 OF WAYNE COUNTY RECORDS, CONTAINING 0.71
ACRES OF LAND MORE OR LESS, SUBJECT TO ANY AND ALL
EASEMENTS OR RIGHT OF WAYS OF RECORD IF ANY.



Boundary & Topographic Survey

LOT 8, OF "ROSATI INDUSTRIAL PARK", BEING PART OF THE S.E. ¼ AND
S.W. ¼ OF SEC. 28, T.1S., R.9E., CITY OF LIVONIA, WAYNE CO., MICH.



SECTION: S.E. 1/4 Sec. 28 DATE: 05/18/21
TN./RGE.: 1S./9E. PROJ. #: 021-075
CITY/TWP: Livonia DWG. BY: VP/JCP
COUNTY: Wayne 1 INCH = 20 FEET

CLIENT:
Arista Design, Inc. - Bill Moustakas
P.O. Box 531807
Livonia, MI 48153
PAGE # 1 OF 1

I, Michael J. Nowry, a Professional Surveyor in the State of Michigan do hereby
Certify that the parcel of land described and delineated hereon has been surveyed
under my supervision, that the plat hereon is a true representation of the survey as
performed, that the error of closure is no greater than 1 in 5000 and that I have
fully complied with the requirements of Section 3, Public Act 132 of 1970.

Michael J. Nowry Professional Surveyor # 52472



Ferrari







CORRESPONDENCE

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
CITY ENGINEER

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



MAUREEN MILLER BROSNAN
MAYOR

DONALD R ROHRAFF
DIRECTOR OF PUBLIC WORKS

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

November 12, 2021

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2021-10-02-22 – #34437 Rosati Avenue

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed waiver use at this time. The subject parcel is assigned the address of **#34437 Rosati Avenue**.

The existing parcel currently has access to public water main, sanitary sewer and storm sewer within the Rosati Avenue right-of-way. The developer will need to meet current Engineering requirements for the proposed project, including storm water detention per the latest version of the Wayne County Storm Water Ordinance.

It should be noted that the parcel is within an area being investigated for soil and groundwater contamination. As a result, the developer may be required to provide special provisions under the slab of the new structure to protect against vapor intrusion or groundwater interface. Final requirements will not be known until the investigation has been completed, but until that time the developer may want to contact the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for more details.

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

Sincerely,

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

cc: 2021 Petition File

DEPARTMENT OF PUBLIC SAFETY
LIVONIA FIRE & RESCUE

DAVE HEAVENER
FIRE CHIEF



MAUREEN MILLER BROSNAN
MAYOR

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

DATE: November 11th, 2021
TO: Scott O. Miller, Planner IV
FROM: Livonia Fire Prevention Division
SUBJECT: Petition 2021-10-02-22, Excellerated Towing & Recovery, 34437 Rosati Ave

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

We have no objections to this proposal.

Sincerely,

Greg Thomas

Greg Thomas
Fire Marshal

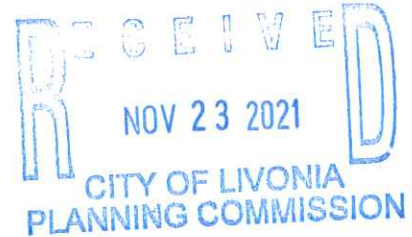
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE

CURTIS CAID
CHIEF OF POLICE



15050 FARMINGTON ROAD
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MAUREEN MILLER BROSNAN
MAYOR



November 18, 2021

Mr. Scott O. Miller
Planning Commission
33000 Civic Center Drive
Livonia, MI 48154

Petition 2021-10-02-22 - 34437 Rosati Avenue

Dear Mr. Miller,

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

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

Sincerely,

FOR THE CHIEF OF POLICE

Scott Szczepanski #543
Scott Szczepanski, Sergeant
Traffic Bureau
(734) 466-2107

INSPECTION DEPARTMENT

BUILDING
HEATING
PLUMBING
ELECTRICAL
ZONING
SANITATION
ENVIRONMENTAL PROTECTION
ORDINANCE ENFORCEMENT



MAUREEN MILLER BROSNAN
MAYOR

JEROME A. HANNA
DIRECTOR

33000 CIVIC CENTER DRIVE
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(734) 466-2580
FAX: (734) 466-2095

Date: November 22, 2021

To: Scott O. Miller

From: Jerome Hanna

RE: Petition 2021-10-02-22 – 34437 Rosati Avenue

Pursuant to your request, the above referenced Petition has been reviewed.

1. A variance from the Zoning Board of Appeals would be required to maintain the deficient front yard setback. The required minimum front yard setback is 50 feet.

This Department has no further objections to this Petition.

I trust this provides the requested information.

Jerome Hanna

Jerome Hanna
Director of Inspection

DEPARTMENT OF FINANCE

Michael T. Slater
DIRECTOR OF FINANCE

Connie Kumpula
CHIEF ACCOUNTANT



MAUREEN MILLER BROSNAN
MAYOR

33000 CIVIC CENTER DRIVE
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November 16, 2021

Mr. Scott O. Miller
Planning Commission
33000 Civic Center Drive
Livonia, MI 48154

Petition 2021-10-02-22 - 34437 Rosati Avenue

Dear Mr. Miller,

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

Please contact me if you have any further questions.

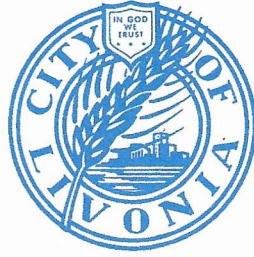
Very truly yours,


Connie Kumpula
Chief Accountant

CK: jw

OFFICE OF THE TREASURER

LYNDA L. SCHEEL
CITY TREASURER



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

November 15, 2021

Mr. Scott Miller – Planner IV
Planning Commission
City of Livonia

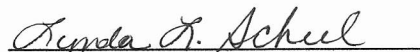
Re: Petition 2021-10-02-22

34437 Rosati Avenue

Dear Mr. Miller,

In accordance with your request, the Treasurer's Office has reviewed the name and addresses connected with the above noted petition. At this time there are no taxes due, therefore I have no objections to the proposal.

Sincerely,


Lynda L. Scheel
Treasurer, City of Livonia

OTHER ITEMS RELATED TO THE PETITION

UNAPPROVED MINUTES

1

MINUTES OF THE 1,179th PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, November 30, 2021, the City Planning Commission of the City of Livonia held its 1,179th Public Hearing and Regular Meeting in the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan.

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

Members present: Betsy McCue David Bongero Sam Caramagno
 Carol Smiley Peter Ventura Ian Wilshaw

Members absent: Glen Long

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

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

ITEM #2 PETITION 2021-10-02-22

Century 21 ROW

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2021-10-02-22 submitted by Century 21 ROW requesting waiver use approval pursuant to Section 6.58 of the Livonia Vision 21 Zoning Ordinance to construct and operate a vehicle tow yard (Excellerated Towing & Recovery) at 34437 Rosati Avenue, located on the west side of Stark Road just south of the CSX Railroad in the Southwest ¼ of Section 28.

Mr. Taormina: This is a request to construct and operate a vehicle tow yard at the west end of Rosati Avenue, which is on the west side of Stark Road, just south of the CSX railroad. Rosati Industrial Park sub-division was officially created in 2006. This industrial park consists of 15 lots. As you can see, the zoning is M-1 (Light Manufacturing). The subject property is described as Lot 8 of Rosati Industrial Park. This lot contains a land area of approximately 31,000 square feet, or roughly .7 acre. Lot 8 is at the west end of a cul-de-sac. The front lot line along the street measures roughly 136.6 feet. The average width of the lot at the building line is approximately 165 feet. Lot 8 is surrounded by other industrial zoned parcels. The closest residential district is located roughly 155 feet to the south. Vehicle tow yards are restricted to M-1 and M-2 districts, where they are treated as a waiver-use. Except for the front yard setback, the ordinance requires that the entire lot area be enclosed with a fence. The site plan for Excellerated Towing shows a 5,800 square foot building that would be located near the front of the lot. The fenced-in parking lot would at the rear and along the north side of the property. The parking lot shows 31 parking spaces, including one barrier-free space. The minimum required building setback is 50 feet. The plan shows the building with a 35-foot setback, which previous to the adoption of the Livonia Vision 21 Zoning Ordinance last summer, would have been conforming. Unfortunately, a special setback provision that applied only to industrial parks did not carry over from Ordinance 543 to the new zoning ordinance. Section 16.10(a) of Ordinance 543 provided that when an industrial building fronted on an internal road within a park, the front yard shall be at least 60 feet as measured from the centerline of the street. As applied in this case, the building would be conforming under Ordinance 543. The Planning Department does intend to amend the current zoning ordinance to include this language, however, because this will take several months to complete, the only options available at this time would be either to seek a variance or move the building back 15 feet. Required parking is based on a ratio of one space for every 500 square feet of building floor area. The proposed facility requires 12 parking spaces for employees and customers. The facility, as we understand would have five employees. The site plan shows 31 spaces that would be available to employees, customers, the tow trucks, as well as the recovered vehicles. As specified in the requirements for waiver-use approval, the entire parking lot would be completely enclosed with a six-foot-high chain-link fence. The yard's access gate, which is located in the northeast corner, would be constructed out of six-foot-high black wrought

iron type fencing. The building would be constructed out of a combination of both brick and split-face block. As you can see from the elevation plans, there are windows shown along the front and portions of the side elevations of the building. The rear and north side would contain overhead doors. The height of the building is shown as roughly 22 feet. We believe it is a single-story building, but unsure whether it would contain a mezzanine. The floor plan that was submitted with the application shows that the space would include a large shop area, an office, a vehicle prep room, and a restroom. A dumpster is shown along the west side of the property. This would be fully enclosed. The details show that it would be enclosed by walls that would be six-feet in height and constructed out of 8-inch split face block. Swing gates would be constructed out of solid corrugated aluminum. For lighting, LED wall packs are shown along the top of the building. These would be the only type of security lights for the site. No light poles are shown. A landscaping plan was provided showing four white dogwood trees that would be planted along the front in the right-of-way, as well as arborvitae and grass. This site would be allowed one wall sign not to exceed 100 square feet in total area. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Taormina: The first item is from the Engineering Division, dated November 12, 2021, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed waiver use at this time. The subject parcel is assigned the address of #34437 Rosati Avenue. The existing parcel currently has access to public water main, sanitary sewer and storm sewer within the Rosati Avenue right-of-way. The developer will need to meet current Engineering requirements for the proposed project, including storm water detention per the latest version of the Wayne County Storm Water Ordinance. It should be noted that the parcel is within an area being investigated for soil and groundwater contamination. As a result, the developer may be required to provide special provisions under the slab of the new structure to protect against vapor intrusion or groundwater interface. Final requirements will not be known until the investigation has been completed, but until that time the developer may want to contact the Michigan Department of Environment Great Lakes, and Energy (EGLE) for more details."* The letter is signed by David W. Lear, P.E., Assistant City

Engineer. The next letter is from the Livonia Fire & Rescue Division, dated November 11, 2021, which reads as follows: *"This office has reviewed the site plan submitted in connection with a request to construct a commercial building on property located at the above referenced address. We have no objections to this proposal."* The letter is signed by Greg Thomas, Fire Marshal. The next letter is from the Division of Police, dated November 18, 2021, which reads as follows: *"I have reviewed the plans in connection with the petition. I have no objections to the proposal."* The letter is signed by Scott Sczepanski, Sergeant, Traffic Bureau. The next letter is from the Inspection Department, dated November 22, 2021, which reads as follows: *Pursuant to your request, the above referenced Petition has been reviewed. 1. A variance from the Zoning Board of Appeals would be required to maintain the deficient front yard setback. The required minimum front yard setback is 50 feet. This Department has no further objections to this Petition."* The letter is signed by Jerome Hanna, Director of Inspection. The next letter is from the Finance Department, dated November 16, 2021, which reads as follows: *"I have reviewed the addresses connected with the above noted petition. As there are no outstanding amounts receivable, general or water and sewer, I have no objections to the proposal."* The letter is signed by Connie Kumpula, Chief Accountant. The next letter is from the Treasurer's Department, dated November 15, 2021, which reads as follows: *"In accordance with your request, the Treasurer's Office has reviewed the address connected with the above noted petition. At this time, there are no outstanding amounts receivable for taxes. Therefore, I have no objections to the proposal."* The letter is signed by Lynda Scheel, Treasurer. That is the extent of the correspondence.

Mr. Wilshaw: Thank you. Are there any questions of the Planning Director?

Mr. Caramagno: Mark, what other junk yards, towing yards have we got in the city right now?

Mr. Taormina: I can only think of two. Livonia Towing is the main tow yard, and then Ross Towing located on Inkster Road. I am not sure of the status of that particular tow yard which was approved by the Zoning Board of Appeals some number of years ago.

Mr. Caramagno: Thank you.

UNAPPROVED MINUTES

5

Mr. Wilshaw: Thank you, Mr. Caramagno. Mr. Taormina, maybe this is a question for the petitioner, but how is the public supposed to access the parking spaces if the gate is in front of the parking spaces?

Mr. Taormina: I think we are going to defer that question to the petitioner. This question came up at the study meeting and it was passed on to the owners. I believe they are prepared to respond to that question.

Mr. Wilshaw: Great. We will make sure to ask them. Thank you. If there are no other questions for our planning staff, I will go to our petitioner who can come forward to our podium and we will ask that you start with your name and address for our record.

Terry Sever, Century 21 ROW, 1883 Teakwood, White Lake, MI, 48383. I am actually the petitioner and an agent with Century 21 ROW. I have been working on this industrial subdivision for the last year and a half.

Mr. Wilshaw: Thank you, sir.

Mr. Sever: I think the record has me, my business, Century 21 here in Livonia at Six Mile and Middlebelt. We are locally run. First of all, the question regarding the access. At the time I was at the study session, I wasn't completely sure of how that...how to answer that. The owner of the towing company would be happy to address it. The simple answer is that their operation is going to run from 8:00 a.m. in the morning to 4:00 p.m. in the afternoon. When they are open the fence will be open. When they close up and leave then the fence will be closed. So, there was some discussion about doing a design with the parking spots outside, but there really isn't a need to do that. I don't think they want to encourage people come in there and parking. The other thing is because it is such a secluded end of the road, it would probably be a half-mile road. At the end of it, it has become a fairly popular lovers lane type setup. They don't want to encourage that. With regard to the DEQ issue, Eagle, we have already communicated with them. The Engineering Department has talked to them. Ron Emling, who is back here, he is the owner of the property, and he has already built the house, or I mean a building almost the exact same design, except his is turned completely different than the one you see we did. From left to right so that we could screen the back as much as possible. He has one on Lot 12 and he met the requirements that Eagle was looking for. There hasn't been any

issue because the footings are above the ground water and all that kind of stuff. We believe that this is a very good site. From a service standpoint and a planning standpoint, there is probably not enough towing businesses in a community with all of the expressways and service. I know that I had a personal experience in trying to get my vehicle and it was not easy because the towing company had a second yard that was on Telegraph in Redford, and it was very difficult. In the end they said well you can come pick it up and we will push it outside the fence. I think it will be helpful for residents that do get a tow and do have an accident. He will address this, but his business is primarily call insurance work, and things like that. He doesn't do abandoned vehicles. Occasionally, maybe once a year or something, he may get that call from a private owner, but he is not in the business of creating a junk yard and bringing vehicles in and have them sit there for a length of time or sell spare parts and all that kind of stuff. He is really more into towing. When we had the floods along the expressway, he did have to pick up some vehicles with some residents that lived in Livonia. The insurance settlement and all of that took maybe 90 days, so he has areas where he has somebody come in and look at the vehicle. They end up totaling it because of the contaminated water in the flooded areas on the expressway. Other than that, I think this is a good fit for the city. We have taken care and tried to address the screening part of it. With that, I will let you...I will introduce Mike. Mike is the towing operator, and he will be happy to answer any questions.

Mr. Wilshaw: Thank you, Mr. Sever. Good evening, sir.

Michael Fields, 14310 21 ½ Mile Road, Marshall, MI.

Mr. Wilshaw: Thank you for coming tonight. Is there anything else you would like to tell us about your business?

Mr. Fields: I think Mr. Sever pretty much covered everything that we do. I guess we need to reiterate that we are not a salvage yard. We are not a scrap yard. We don't do any of those things. That is not our business. The majority of our business is road service. So, changing flat tires, jump starts, fuel delivery, and any vehicles that are going to be on the property are basically designed to be there for short amounts of time. It is not profitable for our business to store inoperable vehicles. The owners, when they have accidents or what have you, and the vehicle needs to go through a claim, the goal is to get it to a

UNAPPROVED MINUTES

7

dealership or repair shop as soon as possible so they can move forward with their life and be back in their vehicle.

Mr. Wilshaw: Great. Thank you. Let's see if we have any questions from any of our commissioners for you.

Ms. Smiley: Good evening. So, like AAA would call you or how would I know how to call you?

Mr. Fields: Exactly. We have contractor rates with AAA, Agero, Nationsafe Drivers, and probably over 50 motor clubs that we work for. GM Roadside Assistance and things of that nature. So, a lot of our calls come in through Vehicle Tow Books. It is an app that all of the towing companies use. Also, we do Google advertising as well. So, for example, if you were in a situation and you needed a tow and you didn't know how to get a tow, a lot of people would do what is really common and Google tow truck near me and a lot of times we will come up and it is another way to service the citizens.

Ms. Smiley: Okay, and then there was a...when we were talking about this plan, they said you could move the building back 15 feet or get a variance. Which way are you going to go with that?

Mr. Fields: To be honest you...

Mr. Sever: Let me respond to that. Let's come back.

Ms. Smiley: Okay. You said you are only open from 8 to 4?

Mr. Fields: 8 to 4 Monday through Friday.

Ms. Smiley: Monday through Friday, so if I...what happens if I have an accident on Saturday?

Mr. Fields: Well, that is our office hours. 8 to 4. If you have an accident, we are a 24-hour service. That doesn't mean that our trucks stop running after that. That just means at four o'clock there is no need to tow a vehicle out because a lot of the facilities that would accept vehicles they close. Their primary hours basically 8 to 5. Generally, it takes us 45 minutes to get a car loaded and delivered in a reasonable area. That is why our hours are 8 to 4 and many dealerships are not open on Saturday and definitely not on Sunday. That is why.

UNAPPROVED MINUTES

8

Ms. Smiley: So, if I was in an accident, I would call you. You wouldn't fix it but on Monday through Friday I could come and get my car, or my car insurance adjustor could come and look at it?

Mr. Fields: Exactly. That is how.

Ms. Smiley: You would take it somewhere to be fixed, but not you.

Mr. Fields: We would take it somewhere. To a shop of your choice or your insurance company...wherever they would like it to go. Sometimes vehicles are unable to be repaired. They will settle with a salvage yard like Co-Part or IAA and they will come and pick the vehicle up so the claim will be settled before the vehicle even leaves our facility.

Ms. Smiley: Thank you, sir.

Mr. Wilshaw: Thank you, Ms. Smiley. Any other questions for our petitioner?

Mr. Caramagno: Do you own the property now or is this pending an approval to open up a tow yard there?

Mr. Fields: It is pending approval.

Mr. Caramagno: I missed the study session and looked at some of the notes here and you have got a couple yards. You have a yard out in Redford?

Mr. Fields: Correct.

Mr. Caramagno: What do you plan to do with that yard?

Mr. Fields: We will consolidate everything to Livonia. We want all of our business to be in one central location where our trucks are stored, and a majority of our work is actually in Livonia, Farmington, and Bloomfield. So, it is right in that western cul-de-sac and that is better for our business.

Mr. Caramagno: Now, the work you have, you said the majority of the work you have got, is that based upon where your calls come from or do have contracts with Livonia? Or Farmington Hills?

Mr. Fields: Correct. We do not have any police contracts or anything like that. The area that we service is noted via satellite with Google. That is how all of our roadside assistance companies know our

UNAPPROVED MINUTES

9

area and we have a range in which we work. We have a 20-mile range.

Mr. Caramagno: Okay. Wrecked cars, abandoned cars...how do you track them in your yard so that they don't stay there for four, five, or six years? How do you know that?

Mr. Fields: With wrecked cars there is usually no need to track it because if it comes through on an insurance type claim, the adjustors will notify usually within 24-hours of the accident. It is tracked automatically by the owner and the insurance company.

Mr. Caramagno: Okay, so say someone doesn't have insurance and we know there are many that don't. They wreck their car on Five Mile Road. You get the call to come get it.

Mr. Fields: Correct.

Mr. Caramagno: How do you purge that car? How do you get rid of that car when it is in limbo and no insurance?

Mr. Fields: It is one of three ways that that happens. First, the owner wants to redeem their vehicle so that they can seek repairs. Two, they will forward the title to us, and we will take it over to GLR which is literally across the street from this location. Then it would be dismantled by them. We don't do any dismantling. That is two ways. The third way is the longest way. That is where you file for title. Once it goes into a system, a database...the State of Michigan database, usually within 30 to 45 days you obtain a TR52. That is application for title. At that point in time, you either sell the car through auction or you dispose of it at GLR. Once again, our option will be to dispose of it at GLR.

Mr. Caramagno: Okay. How do you treat fluids that leak out of these cars? Oil. Antifreeze. How do you handle that?

Mr. Fields: Fortunately, and unfortunately, by the time the car gets to our yard at this site, it has leaked all of its fluids right then and there. So, at that point in time we do clean up the site because all of our trucks are equipped with Floor Dry, foam and mats to recover and secure all fluids. Once again, once the vehicle gets to our yard it is empty.

Mr. Caramagno: Okay. How long have you been in business?

Mr. Fields: I have been towing now for close to 30 years.

Mr. Caramagno: Thank you.

Mr. Fields: Your welcome.

Mr. Wilshaw: Thank you, Mr. Caramagno. Mr. Ventura?

Mr. Ventura: I noticed on the floor plan that you provided to us that there is a vehicle prep area in the building. What happens there?

Mr. Fields: A lot of stuff. In that area trucks will be washed or serviced. Our own personal trucks. We are not open to the public. We are not looking to do any repairs or anything like that to public vehicles.

Mr. Ventura: So, that is strictly for your own?

Mr. Fields: Yes. That is strictly for us.

Mr. Ventura: You are not doing any repairs?

Mr. Fields: Absolutely not.

Mr. Ventura: Okay. How many vehicles do you pick up on a weekly basis?

Mr. Fields: Pick up and house, I would say on an average week probably 2 to 5 at the most. Normally, anything that comes in, it pretty much goes out the next day. For example, if there was an accident and it happened after hours, and we picked it up, by the next day the insured or the insurance company either wants one or two things to happen. They want the claims adjuster to come by and evaluate the damages to see if it is repairable or totaled and then two, the owner wants the vehicle to be repaired as soon as possible because many of these cars' people are still paying a car payment and insurance. Everyone is wanting to get their vehicle moved expeditiously.

Mr. Ventura: Are there instances where you pick up a car and it doesn't come to your facility? It goes directly to...

Mr. Fields: A lot of times that is exactly what happens. Let's say for example, an accident occurs 12:30pm or 1:00 pm in the afternoon, there is ample amount of time for that vehicle to go to a dealership or repair facility and a lot of times that is exactly what will happen.

UNAPPROVED MINUTES

11

- Mr. Ventura: Great. Thank you. I guess I have a question for Mr. Sever. I don't understand your role here, sir. Are you the developer of the property? Are you going to own the building? How do you fit in?
- Mr. Sever: I am the agent that was involved in putting together the offer to purchase and I represent the fellow selling the property and is going to build it. So, I just represented...
- Mr. Ventura: So, when you say you have been working on this for a while as an agent to put the deal together, not in terms of....
- Mr. Sever: I am sorry. What I was referring to was the industrial subdivision that totals 15 or 16 lots. Selling them one at a time.
- Mr. Ventura: Okay.
- Mr. Sever: There is other buildings that are in the process and have been submitted to Engineering for building. This one, because it is a towing, there was a waiver required. The other ones are not required. They meet the ordinance so there is no reason to be here for those, but I have background local government process and stuff so, as an agent I get involved and help the owners move through the process.
- Mr. Ventura: I understand. Thank you. I got it. Thank you.
- Mr. Wilshaw: Thank you, Mr. Ventura. Mr. Sever, was there another question that you were going to answer?
- Mr. Sever: I want to address the setback. I kind of surprised Mark threw it at him tonight, but from my experience and what knowledge I have, this site plan was approved with full engineering and building envelopes and everything back in like he said, 2006. At that point in time site plan was approved for specific setbacks, which I think called for a 60 foot from the center of the road. My question will be to the City Attorney is that that should have been grandfathered in, particularly since the owner of that site plan and the property built the road, put the utilities in, and built a couple buildings. It would probably be unreasonable to...like any subdivision to move the setbacks once a development has started. So, if I am wrong on that and it is not agreed upon from a grandfathered end standpoint, then we will most like go and take that information and go for a variance. We would prefer to keep the building where it is at, because it allows the additional 10 feet to the back of the lot. It doesn't affect any aesthetics or

any type of site distance and eyesore and stuff like that. We have a great deal of jobs there. There was at one time a proposed site plan, conceptual, where the building went long ways, so the frontage was only 58 feet. We redesigned it so that we would actually have about 100 feet of frontage. We will pursue it with whichever makes...whichever we have to do in terms of it, but...

Mr. Wilshaw: Sure. That makes sense. I think we understand kind of how things came about to where we are right now, given our ordinance change that happened recently and we will do what we need to do to rectify that.

Mr. Sever: Typically, ordinances, when they are amended, they don't go retroactive back 10 or 15 years so, that would be rather unusual, but whatever we need to do to get through it is what we will do.

Mr. Wilshaw: Sounds great. Thank you. Is there any other questions for our petitioner or their representatives? Mr. Taormina?

Mr. Taormina: If I may ask a question of Mr. Fields. Mr. Fields, do you have or intend to have a vehicle dealer license in connection with your business?

Mr. Fields: Absolutely not. It is not necessary for my business. I do not plan to apply for...I think it is an A, B, and C salvage license to dismantle and all that stuff. I am not interested in that.

Mr. Taormina: So, when a vehicle goes to auction, if you obtain title to the vehicle, then how is it that you sell that vehicle? I understand if you bring it over to GLR and go that route.

Mr. Fields: That is what we do every time. We do not have the desire or capability to rebuild or repair or part out vehicles. It takes away from our business. We have a limited amount of time to serve our customers and we do what we got into business to do, and that is towing and roadside. I can answer that question firmly and assure you we are not looking for a salvage license or anything. I don't even like the look of salvage cars on our property. The quicker they go, the better.

Mr. Taormina: I appreciate that. So, no Class A, no Class B, no Wholesale and no salvage license?

Mr. Fields: No. None of that.

Mr. Taormina: Thank you.

Mr. Wilshaw: Thank you, Mr. Taormina. Any other questions?

Mr. Caramagno: You might have said this in the study session or ever earlier today and I might not have heard you, but is the plan for this whole yard to be paved or concrete?

Mr. Wilshaw: Asphalt, right?

Mr. Taormina: So, the main lot here would be asphalt. Everything...it really speaks for itself. The turf areas are shown in green. Building in this brown color, and then balance would be asphalt, I believe, with concrete curbing completely around the parking lot.

Mr. Caramagno: Thank you.

Ms. Smiley: One more thing. We talked about that fence. That red line is not the fence. You know the red line? What is the story with that?

Mr. Wilshaw: Setbacks?

Mr. Taormina: The red line show two different things. One shows the property boundaries along the perimeter and then the inside line shows the setback requirements under the old ordinance. The fence line actually...there is a six-foot high masonry wall for these 20 feet approximately from this point forward or to the property line extending west to the northwest corner of the parking lot and the fence then carries down to the southwest corner of the parking lot and then ties into the southwest corner of the building here. That is the fence location.

Ms. Smiley: Okay. I just wanted to clarify that from the study session.

Mr. Taormina: I will point out that, while this short section of wall is a nice feature to consider, it might present a vision problem. So, a vehicle parked here, backing up, would not be able to see any incoming vehicle. In these cases, we usually step that wall down to a maximum height of 3 feet. That is something you should consider.

Mr. Wilshaw: Okay.

Ms. Smiley: Thank you.

Mr. Wilshaw: Thank you, Ms. Smiley. Any other questions? That was a good question about the red line. A little questionable there. Mr. Ventura?

Mr. Ventura: Are you going to own the building?

Mr. Fields: Yes, sir.

Mr. Ventura: Great, thank you.

Mr. Wilshaw: Good question. Any other questions? If not, I have just a couple brief questions since I wasn't at the study meeting. Just to understand, you were talking about different scenarios in which you have...that you keep vehicles for different lengths of time and you said that the longest process was if you needed to obtain a title for a vehicle.

Mr. Fields: Correct.

Mr. Wilshaw: So, a situation where someone has a vehicle that is not insured and it really isn't worth much of anything and for some reason you need to impound it or tow it, and that person probably isn't going to come back for it because it would cost more to get it out of tow than it would be to even justify the cost of the vehicle. Does that happen very often?

Mr. Fields: It happens, but to alleviate that issue, we deal with a lot of other tow yards. We offer them basically return of the title, so we don't pursue any legal actions. Then in many cases people come and give you the title, which allows you to take it to GLR and then they scarp it at that point in time. That saves a lot of time. I don't have to apply for a TR52 and put it into lien. I can tell you that happens more times than not, because when someone feels that it can be eliminated of a potential debt, they usually take advantage of the opportunity.

Mr. Wilshaw: Okay, so you have worked with that situation. Okay, great. That is interesting. The other question is, do you do any repossessions?

Mr. Fields: Absolutely not.

Mr. Wilshaw: Okay.

Mr. Fields: It is not worth putting my guys or my trucks into jeopardy. It is not a good thing. The amount of insurance you have carry to do that type of work is ungodly.

Mr. Wilshaw: Sure. It is a very risky business, and it is also potentially risky for your property as well. People will try and get their vehicles back. Okay, any other questions from anybody? If not, I think we have exhausted our questions. Is there anyone in the audience wishing to speak for or against this item? I don't think there is anyone else here, so with that, Mr. Fields, is there anything else you would like to tell us before we make our decision?

Mr. Fields: I think we pretty much covered everything. If you have any other questions you may think of I am more than willing to answer.

Mr. Wilshaw: Sounds good. Let's see what happens here with a motion. Is there anyone wishing to make a motion?

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

#11-67-2021 **RESOLVED**, That pursuant to a Public Hearing having been held by the City Planning Commission on November 9, 2021, on Petition 2021-10-02-22 submitted by Century 21 ROW requesting waiver use approval pursuant to Section 6.58 of the Livonia Vision 21 Zoning Ordinance to construct and operate a vehicle tow yard (Excellerated Towing & Recovery) at 34437 Rosati Avenue, located on the west side of Stark Road just south of the CSX Railroad in the Southwest ¼ of Section 28, the Planning Commission does hereby recommend to the City Council that Petition 2021-10-02-22 be approved subject to the following conditions:

1. That the Architectural Site Plan identified as Sheet # DA-2.0 dated October 28, 2021, prepared by Arista Design, Inc., is hereby approved and shall be adhered to.
2. Subject to a determination by the Inspection Department, the petitioner may be required to obtain a variance from the Zoning Board of Appeals for deficient building front yard setback and any conditions related thereto.
3. All parking spaces, except the required handicapped spaces, shall be doubled striped at ten feet (10') wide by twenty feet (20') in length as required.

4. That the maximum number of vehicles parked on the site at any given time, including employees, customers, tow trucks and recovered vehicles, shall not exceed thirty-one (31) vehicles.
5. That the Landscape Plan identified as Sheet # DA-3.0 dated October 28, 2021, prepared by Arista Design, Inc., is hereby approved and shall be adhered to,
6. That all disturbed lawn areas shall be sodded in lieu of hydro seeding,
7. That underground sprinklers are to be provided for all landscaped and sodded areas and all planted materials shall be installed to the satisfaction of the Inspection Department and thereafter permanently maintained in a healthy condition.
8. That the Exterior Elevations Plan identified as Sheet # DA-4.0 dated October 28, 2021, prepared by Arista Design, Inc., is hereby approved and shall be adhered to.
9. That all rooftop mechanical equipment shall be concealed from public view on all sides by screening that shall be of a compatible character, material and color to other exterior materials on the building.
10. That any pole-mounted light fixtures shall not exceed twenty feet (20') in height and shall be aimed and shielded to minimize stray light trespassing across property lines and glaring into adjacent roadways.
11. That the trash dumpster area and enclosure gates shall be constructed in accordance with the Dumpster Enclosure Details, as shown on the approved site plan.
12. That only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
13. That the specific plans referenced in this approving resolution shall be submitted to the Inspection Department at the time the building permits are applied for; and,

14. Pursuant to Section 13.13 of the Livonia Vision 21 Zoning Ordinance, this approval is valid for a period of one year only from the date of approval by City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 of Livonia Vision 21 Zoning Ordinance.

Mr. Wilshaw: Is there any discussion?

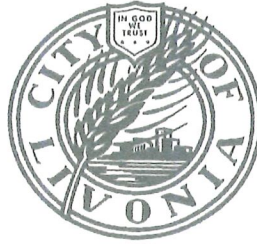
Mr. Wilshaw, Chairman, declared the motion is carried and the foregoing resolution adopted. It will go on to City Council with an approving resolution.

MAUREEN MILLER BROSNAN
MAYOR

CIVIL SERVICE COMMISSION

ROGER L. SPENCE, CHAIRPERSON
CHARLOTTE S. MAHONEY, COMMISSIONER
JAMES WENSON, COMMISSIONER

CIVIL SERVICE DEPARTMENT



MEMBER IPMA-HR /SHRM
International Public Management Association
for Human Resources
Society for Human Resources Management

DENISE C. MAIER, SPHR
HUMAN RESOURCES DIRECTOR

January 17, 2022

Honorable Members of City Council
City of Livonia

Subject: New Data Item 8 – Salary and Benefit Adjustments for Fire Chief and Deputy
Fire Chief Classifications

Dear Council Members:

In response to the inquiries made at the Study meeting on January 5, 2022, regarding the salaries for Police Chief and Fire Chief classifications, we are sharing the following additional information:

- Historically, the two classifications were never meant to be the same in terms of salary or benefits.
- The Police Department is approximately double the size of the Fire Department in terms of personnel.
- The Police Chief classification has one salary step, and the Fire Chief classification has five salary steps.
- If this request is approved, the difference between the Fire Chief and Police Chief salaries will be \$769.60 a year, while the difference between the Deputy Fire Chief and Deputy Police Chief salaries at the top step will be \$20.80 a year.

Should you have any questions regarding this matter, please contact me at extension 2527.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Denise C. Maier".

Denise C. Maier
Human Resources Director

Approved for Submission by:

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

Maureen Miller Brosnan
Mayor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 5, 2022**

8

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and Jim Jolly. Absent: Laura Toy.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Susan M. Nash, City Clerk; Brandi Isaacson, Director of Housing; and Mayor Maureen Miller Brosnan.

4. REQUEST TO APPROVE SALARY AND FRINGE BENEFIT ADJUSTMENTS FOR THE CLASSIFICATION OF FIRE CHIEF AND DEPUTY FIRE CHIEF: Civil Service Division, re: for the period of December 1, 2021 through November 30, 2024.

Denise Maier, Director of Civil Service, stated she was present on behalf of the Civil Service Commission to present this matter. Traditionally the negotiated wage increases that are obtained with the unions are passed on to unrepresented, in this case Fire Chief and Deputy Fire Chief classifications. You have before you in our letter what the changes would be and what would actually apply. It would be the same salary increases that the union and the members received. And increase in Personal Business time and increase in maximum annual reimbursement for classes. In addition, there were other operational things that we also negotiated during the contract as you know. And we also want to include that if there is a successor Fire Chief or Deputy Fire Chief that is selected from the union ranks, that they will have all of the benefits of the current CBA extended to them as well.

Councilmember McIntyre thanked her and stated it was nice to continue to see Ms. Maier. She inquired if these, and I meant to look this up before the meeting and I didn't, does this make the Fire Chief's salary commensurate with the Police Chief?

Ms. Maier stated that was a very good question. I don't believe so, but I don't know for sure. The Fire Chief might probably know. Are they the same, Chief Heavener? She responded she honestly did not know.

President Jolly stated that was awkward.

Councilmember McIntyre stated she would like to offer an approving resolution on the Regular portion of the Agenda. Part of what, and I think we have expressed this before, we are trying to do is look at all of the salaries wholistically and take a large view of what the Department Heads' compensation looks like understanding the situation of the union increase passing along to the Fire Chief, but I would like to see before the next meeting the Police Chief compensation and the Deputy Chief. And, also to understand what the car policies are for both the Fire Chief, the Deputy Chief and the same on the Police Department? Did they get cars, you know? Are there limitations,

and just to look at again where we are from the overall perspective. Happy to offer an approving resolution.

Councilmember Donovic inquired to clarification when we talk about McIntyre's inquiry, are we talking about Department Heads in general? I know that has been a topic and I am still unclear on that process.

Councilmember McIntyre stated what she is asking for, if I may President Jolly, what I am asking for, for the purpose of this, is just the comparison to the Police Department and specifically did the Chief and Deputy Chief and then what the vehicle policies are for Fire and the Police for the Chief and Deputy Chief.

DIRECTION:

APPROVING

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

12.

Civil Service
December 16, 2021

MEETING DATE

Study Meeting of January 5, 2022

PREPARED BY

Jillian Emmit , Personnel Clerk

AGENDA ITEM

REQUEST TO APPROVE SALARY AND FRINGE BENEFIT ADJUSTMENTS FOR THE CLASSIFICATION OF FIRE CHIEF AND DEPUTY FIRE CHIEF: Civil Service Division, re: for the period of December 1, 2021 through November 30, 2024.

BACKGROUND

December 16, 2021

Honorable Members of City Council
City of Livonia

Subject: Recommendation for Salary and Benefit Adjustments for the Classifications of Fire Chief and Deputy Fire Chief

Dear Council Members:

At the Civil Service Commission meeting of December 15, 2021, with Chairperson Roger L. Spence, Commissioners Charlotte S. Mahoney, and James Wenson being present, with minutes to be approved on January 19, 2022, the Civil Service Commission approved the following resolution:

Upon a motion by Ms. Mahoney, seconded by Mr. Wenson, and adopted, it was

21-195 RESOLVED that having reviewed the memorandum of December 13, 2021, from Denise C. Maier, Human Resources Director, approved for submission by Mayor Maureen Miller Brosnan, recommending salary and benefit adjustments for the classifications of Fire Chief and Deputy Fire Chief, the Civil Service Commission does hereby approve the recommended salary and benefit adjustments for the period December 1, 2021, through November 30, 2024, to be submitted to City Council for their review and consideration.

A copy of the correspondence mentioned above, which outlines the recommended changes, and the draft salary table is attached.

If you have any questions concerning this matter, please call me at (734) 466-2527.

Sincerely,

Denise C. Maier, SPHR
Human Resources Director

RECOMMENDATION

Approve as submitted

FISCAL CONSIDERATION

ATTACHMENTS

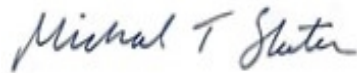
1. Packet to Council Transmitting Fire Chief and Deputy Chief Salary and Benefit Adjustments 2011-2024

APPROVED BY



Date: December 16, 2021

Denise C. Maier, SPHR, Human Resources Director



Date: December 17, 2021

Michael Slater, Finance Director



Date: December 20, 2021

Paul Bernier, City Attorney



Date: December 22, 2021

Maureen Miller Brosnan, Mayor

CIVIL SERVICE DEPARTMENT

MAUREEN MILLER BROSNAN
MAYOR

CIVIL SERVICE COMMISSION

ROGER L. SPENCE, CHAIRPERSON
CHARLOTTE S. MAHONEY, COMMISSIONER
JAMES WENSON, COMMISSIONER



MEMBER IPMA-HR /SHRM
International Public Management Association
for Human Resources
Society for Human Resources Management

DENISE C. MAIER, SPHR
HUMAN RESOURCES DIRECTOR

December 16, 2021

Honorable Members of City Council
City of Livonia

**Subject: Recommendation for Salary and Benefit Adjustments for the
Classifications of Fire Chief and Deputy Fire Chief**

Dear Council Members:

At the Civil Service Commission meeting of December 15, 2021, with Chairperson Roger L. Spence, Commissioners Charlotte S. Mahoney, and James Wenson being present, with minutes to be approved on January 19, 2022, the Civil Service Commission approved the following resolution:

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If you have any questions concerning this matter, please call me at (734) 466-2527.

Sincerely,

A handwritten signature in blue ink that reads "Denise C. Maier".

Denise C. Maier, SPHR
Human Resources Director

MEMORANDUM

TO: Civil Service Commission

FROM: Denise C. Maier, Human Resources Director

DATE: December 13, 2021

SUBJECT: Salary and Benefit Adjustments for Fire Chief and Deputy Fire Chief

Historically, the salary and benefit adjustments negotiated between the City and the Livonia Fire Fighters Union are extended to the Fire Chief and Deputy Fire Chief classifications. The Civil Service Commission and City Council have approved a contract for the period of December 1, 2021 through November 30, 2024 for the LFFU. The contract includes a three (3) year salary schedule and various benefit changes.

It is recommended that the Civil Service Commission approve the updated salary schedule and associated benefit changes for the Fire Chief and Deputy Fire Chief. These changes have been reviewed with Mayor Brosnan and she agrees with extending them to the Fire Chief and Deputy Fire Chief effective 12/01/21. The adjustments are as follows:

1. Salary increases to all employees as follows:

Effective December 1, 2021:	3% Increase
Effective December 1, 2022:	2% Increase
Effective December 1, 2023:	3% Increase

2. Increase personal business time from 16 hours per year to 24 hours per year.
3. Increase maximum annual reimbursement for classes taken in connection with a master's degree from \$4,000 to \$5,000.
4. Increase annual ALS Bonus from \$3,000 to \$3,200.
5. A successor Fire Chief or Deputy Fire Chief that is selected from the LFFU ranks will have all benefits of the current CBA extended to them at time of appointment.

APPROVED FOR SUBMISSION:

FUNDS AVAILABLE:


Mayor Maureen Miller Brosnan


Michael T. Slater, Director of Finance

DRAFT

CITY OF LIVONIA
FIRE DIVISION ADMINISTRATIVE PERSONNEL
12/1/2021 THRU 11/30/2024

		3%	2%	3%
		12/1/2021	12/1/2022	12/1/2023
FIRE CHIEF	Step 1	\$119,246.40	\$121,638.40	\$125,278.40
		\$4,586.40	\$4,678.40	\$4,818.40
		\$57.33	\$58.48	\$60.23
	Step 1 1/2	\$121,659.20	\$124,092.80	\$127,816.00
		\$4,679.20	\$4,772.80	\$4,916.00
		\$58.49	\$59.66	\$61.45
	Step 2	\$123,988.80	\$126,464.00	\$130,249.60
		\$4,768.80	\$4,864.00	\$5,009.60
		\$59.61	\$60.80	\$62.62
	Step 3	\$129,001.60	\$131,580.80	\$135,532.80
		\$4,961.60	\$5,060.80	\$5,212.80
		\$62.02	\$63.26	\$65.16
	Step 4	\$134,160.00	\$136,843.20	\$140,940.80
		\$5,160.00	\$5,263.20	\$5,420.80
		\$64.50	\$65.79	\$67.76
	Step 5	\$139,505.60	\$142,292.80	\$146,556.80
		\$5,365.60	\$5,472.80	\$5,636.80
		\$67.07	\$68.41	\$70.46
DEPUTY CHIEF	Step 4	\$122,657.60	\$125,112.00	\$128,856.00
		\$4,717.60	\$4,812.00	\$4,956.00
		\$58.97	\$60.15	\$61.95
	Step 5	\$127,566.40	\$130,124.80	\$134,035.20
		\$4,906.40	\$5,004.80	\$5,155.20

\$61.33

\$62.56

\$64.44

From: [Thomas, LaShawn](#)
To: [Bahr, Scott](#); [Donovic, Rob](#); [Jolly, Jim](#); [McCullough, Brandon](#); [McIntyre, Kathleen](#); [Morgan, Scott](#); [Toy, Laura](#)
Cc: [Kasprowicz, Sara](#); [Mayor Staff](#)
Subject: 2021-2022 Wage Rate Schedule
Date: Friday, January 7, 2022 3:42:34 PM
Attachments: [Global Salary Table 12.3.21 w vehicle status.xlsx](#)

To: Livonia City Council
From: LaShawn Thomas, Director Government Affairs
Date: January 7, 2022
RE: 2021-2022 Wage Rate Schedule

Attached please find the Wage Rate Schedules for City of Livonia director salaries; tab 1 is the *current* schedule and tab 2 is the *proposed* schedule.

The report was developed by the Personnel Review Committee to answer several questions which arose at this week's Council Study Meeting. Mayor Brosnan shared this information earlier today with Councilman Scott Bahr in a discussion about the proposed adjustment to the salary structure for the Director of Administrative Services. She asked that the report be shared with all members of Council as you review several items currently on your upcoming Regular Meeting Agenda and in the Committee of the Whole.

Please feel free to contact me if you have any questions.

Best,
LaShawn

LaShawn Thomas
Director of Government Affairs
City of Livonia | Mayor's Office
(734) 466-2205
lthomas@livonia.gov

**CITY OF LIVONIA
DIRECTORS SALARIES
2021-2022 WAGE RATE SCHEDULE**

CURRENT

CLASSIFICATION

2021-2022
HOURLY ANNUAL

				<u>VEHICLE</u>	<u>STIPEND</u>	<u>NEITHER</u>
POLICE CHIEF				X		
FIRE CHIEF	STEP 1	\$57.33	\$119,246.40	X		
	STEP 1.5	\$58.49	\$121,659.20			
	STEP 2	\$59.61	\$123,988.80			
	STEP 3	\$62.02	\$129,001.60			
	STEP 4	\$64.50	\$134,160.00			
	STEP 5	\$67.07	\$139,505.60			
CITY ATTORNEY	STEP 1	\$56.95	\$118,456.00			X
	STEP 1.5	\$58.09	\$120,827.20			
	STEP 2	\$59.25	\$123,240.00			
	STEP 3	\$61.61	\$128,148.80			
	STEP 4	\$64.09	\$133,307.20			
	STEP 5	\$66.65	\$138,632.00			
MAYOR				X		
DIRECTOR OF FINANCE	STEP 1	\$53.41	\$111,092.80	X		
	STEP 1.5	\$54.49	\$113,339.20			
	STEP 2	\$55.51	\$115,460.80			
	STEP 3	\$57.75	\$120,120.00			
	STEP 4	\$60.12	\$125,049.60			
	STEP 5	\$62.47	\$129,937.60			
SUPERINTENDENT OF PARKS & RECREATION	STEP 1	\$53.41	\$111,092.80	X		
	STEP 1.5	\$54.49	\$113,339.20			
	STEP 2	\$55.51	\$115,460.80			
	STEP 3	\$57.75	\$120,120.00			
	STEP 4	\$60.12	\$125,049.60			
	STEP 5	\$62.47	\$129,937.60			
PLANNING AND ECONOMIC DEVELOPMENT DIRECTOR	STEP 1	\$53.41	\$111,092.80	X		
	STEP 1.5	\$54.49	\$113,339.20			
	STEP 2	\$55.51	\$115,460.80			
	STEP 3	\$57.75	\$120,120.00			
	STEP 4	\$60.12	\$125,049.60			
	STEP 5	\$62.47	\$129,937.60			
DIRECTOR OF PUBLIC WORKS				X		
CITY ASSESSOR	STEP 1	\$49.32	\$102,585.60			X
	STEP 1.5	\$50.31	\$104,644.80			
	STEP 2	\$51.29	\$106,683.20			
	STEP 3	\$53.34	\$110,947.20			
	STEP 4	\$55.48	\$115,398.40			
	STEP 5	\$57.70	\$120,016.00			

**CITY OF LIVONIA
DIRECTORS SALARIES
2021-2022 WAGE RATE SCHEDULE**

CURRENT

CLASSIFICATION

2021-2022
HOURLY ANNUAL

VEHICLE STIPEND NEITHER

INFORMATION SYSTEMS DIRECTOR	STEP 1	\$47.12	\$98,009.60			X
	STEP 1.5	\$48.04	\$99,923.20			
	STEP 2	\$49.01	\$101,940.80			
	STEP 3	\$50.92	\$105,913.60			
	STEP 4	\$52.96	\$110,156.80			
	STEP 5	\$55.05	\$114,504.00			
HUMAN RESOURCES DIRECTOR	STEP 1	\$47.12	\$98,009.60		X	
	STEP 1.5	\$48.04	\$99,923.20			
	STEP 2	\$49.01	\$101,940.80			
	STEP 3	\$50.92	\$105,913.60			
	STEP 4	\$52.96	\$110,156.80			
	STEP 5	\$55.05	\$114,504.00			
DIRECTOR OF BUILDING INSPECTION	STEP 1	\$45.95	\$95,576.00	X		
	STEP 1.5	\$46.90	\$97,552.00			
	STEP 2	\$47.85	\$99,528.00			
	STEP 3	\$49.86	\$103,708.80			
	STEP 4	\$51.93	\$108,014.40			
	STEP 5	\$54.13	\$112,590.40			
LIBRARY DIRECTOR	STEP 1	\$45.36	\$94,348.80			X
	STEP 1.5	\$46.25	\$96,200.00			
	STEP 2	\$47.16	\$98,092.80			
	STEP 3	\$49.04	\$102,003.20			
	STEP 4	\$51.00	\$106,080.00			
	STEP 5	\$52.92	\$110,073.60			
DIRECTOR OF HOUSING	STEP 1	\$43.47	\$90,417.60	X		
	STEP 1.5	\$44.29	\$92,123.20			
	STEP 2	\$45.14	\$93,891.20			
	STEP 3	\$46.91	\$97,572.80			
	STEP 4	\$48.74	\$101,379.20			
	STEP 5	\$50.71	\$105,476.80			
DIRECTOR OF COMMUNITY RESOURCES	STEP 1	\$40.93	\$85,134.40			X
	STEP 1.5	\$41.78	\$86,902.40			
	STEP 2	\$42.54	\$88,483.20			
	STEP 3	\$44.24	\$92,019.20			
	STEP 4	\$46.01	\$95,700.80			
	STEP 5	\$47.85	\$99,528.00			
DIRECTOR OF GOVERNMENT AFFAIRS	STEP 1	\$40.93	\$85,134.40			X
	STEP 1.5	\$41.78	\$86,902.40			
	STEP 2	\$42.54	\$88,483.20			
	STEP 3	\$44.24	\$92,019.20			
	STEP 4	\$46.01	\$95,700.80			
	STEP 5	\$47.85	\$99,528.00			
DIRECTOR OF ADMINISTRATIVE SERVICES	STEP 1	\$40.93	\$85,134.40		X	
	STEP 1.5	\$41.78	\$86,902.40			
	STEP 2	\$42.54	\$88,483.20			
	STEP 3	\$44.24	\$92,019.20			
	STEP 4	\$46.01	\$95,700.80			
	STEP 5	\$47.85	\$99,528.00			

**CITY OF LIVONIA
DIRECTORS SALARIES
2021-2022 WAGE RATE SCHEDULE**

CURRENT

<u>CLASSIFICATION</u>		<u>2021-2022</u>		<u>VEHICLE</u>	<u>STIPEND</u>	<u>NEITHER</u>
		<u>HOURLY</u>	<u>ANNUAL</u>			
DIRECTOR OF EMERGENCY PREPAREDNESS	STEP 1	\$38.30	\$79,664.00	X		
	STEP 1.5	\$39.07	\$81,265.60			
	STEP 2	\$39.83	\$82,846.40			
	STEP 3	\$41.43	\$86,174.40			
	STEP 4	\$43.08	\$89,606.40			
	STEP 5	\$44.82	\$93,225.60			
CITY CLERK		\$43.24	\$89,944.00	X		
CITY TREASURER		\$43.24	\$89,944.00	X		

**CITY OF LIVONIA
DIRECTORS SALARIES
2021-2022 WAGE RATE SCHEDULE**

PROPOSED

CLASSIFICATION

		<u>2021-2022</u>		<u>VEHICLE</u>	<u>STIPEND</u>	<u>NEITHER</u>
		<u>HOURLY</u>	<u>ANNUAL</u>			
POLICE CHIEF		\$67.44	\$140,275.20	X		
FIRE CHIEF	STEP 1	\$57.33	\$119,246.40	X		
	STEP 1.5	\$58.49	\$121,659.20			
	STEP 2	\$59.61	\$123,988.80			
	STEP 3	\$62.02	\$129,001.60			
	STEP 4	\$64.50	\$134,160.00			
	STEP 5	\$67.07	\$139,505.60			
CITY ATTORNEY	STEP 1	\$56.95	\$118,456.00			X
	STEP 1.5	\$58.09	\$120,827.20			
	STEP 2	\$59.25	\$123,240.00			
	STEP 3	\$61.61	\$128,148.80			
	STEP 4	\$64.09	\$133,307.20			
	STEP 5	\$66.65	\$138,632.00			
MAYOR		\$62.83	\$130,688.00	X		
DIRECTOR OF FINANCE	STEP 1	\$53.41	\$111,092.80	X		
	STEP 1.5	\$54.49	\$113,339.20			
	STEP 2	\$55.51	\$115,460.80			
	STEP 3	\$57.75	\$120,120.00			
	STEP 4	\$60.12	\$125,049.60			
	STEP 5	\$62.47	\$129,937.60			
SUPERINTENDENT OF PARKS & RECREATION	STEP 1	\$53.41	\$111,092.80	X		
	STEP 1.5	\$54.49	\$113,339.20			
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	STEP 4	\$60.12	\$125,049.60			
	STEP 5	\$62.47	\$129,937.60			
PLANNING AND ECONOMIC DEVELOPMENT DIRECTOR	STEP 1	\$53.41	\$111,092.80	X		
	STEP 1.5	\$54.49	\$113,339.20			
	STEP 2	\$55.51	\$115,460.80			
	STEP 3	\$57.75	\$120,120.00			
	STEP 4	\$60.12	\$125,049.60			
	STEP 5	\$62.47	\$129,937.60			
DIRECTOR OF PUBLIC WORKS		\$62.47	\$129,937.60	X		

**CITY OF LIVONIA
DIRECTORS SALARIES
2021-2022 WAGE RATE SCHEDULE**

PROPOSED

CLASSIFICATION

		<u>2021-2022</u>		<u>VEHICLE</u>	<u>STIPEND</u>	<u>NEITHER</u>
		<u>HOURLY</u>	<u>ANNUAL</u>			
CITY ASSESSOR	STEP 1	\$49.32	\$102,585.60			X
	STEP 1.5	\$50.31	\$104,644.80			
	STEP 2	\$51.29	\$106,683.20			
	STEP 3	\$53.34	\$110,947.20			
	STEP 4	\$55.48	\$115,398.40			
	STEP 5	\$57.70	\$120,016.00			
DIRECTOR OF ADMINISTRATIVE SERVICES (Proposed)	STEP 1	\$49.32	\$102,585.60		X	
	STEP 1.5	\$50.31	\$104,644.80			
	STEP 2	\$51.29	\$106,683.20			
	STEP 3	\$53.34	\$110,947.20			
	STEP 4	\$55.48	\$115,398.40			
	STEP 5	\$57.70	\$120,016.00			
INFORMATION SYSTEMS DIRECTOR	STEP 1	\$47.12	\$98,009.60			X
	STEP 1.5	\$48.04	\$99,923.20			
	STEP 2	\$49.01	\$101,940.80			
	STEP 3	\$50.92	\$105,913.60			
	STEP 4	\$52.96	\$110,156.80			
	STEP 5	\$55.05	\$114,504.00			
HUMAN RESOURCES DIRECTOR	STEP 1	\$47.12	\$98,009.60		X	
	STEP 1.5	\$48.04	\$99,923.20			
	STEP 2	\$49.01	\$101,940.80			
	STEP 3	\$50.92	\$105,913.60			
	STEP 4	\$52.96	\$110,156.80			
	STEP 5	\$55.05	\$114,504.00			
DIRECTOR OF HOUSING (Proposed)	STEP 1	\$47.12	\$98,009.60	X		
	STEP 1.5	\$48.04	\$99,923.20			
	STEP 2	\$49.01	\$101,940.80			
	STEP 3	\$50.92	\$105,913.60			
	STEP 4	\$52.96	\$110,156.80			
	STEP 5	\$55.05	\$114,504.00			
DIRECTOR OF BUILDING INSPECTION	STEP 1	\$45.95	\$95,576.00	X		
	STEP 1.5	\$46.90	\$97,552.00			
	STEP 2	\$47.85	\$99,528.00			
	STEP 3	\$49.86	\$103,708.80			
	STEP 4	\$51.93	\$108,014.40			
	STEP 5	\$54.13	\$112,590.40			
LIBRARY DIRECTOR	STEP 1	\$45.36	\$94,348.80			X
	STEP 1.5	\$46.25	\$96,200.00			
	STEP 2	\$47.16	\$98,092.80			
	STEP 3	\$49.04	\$102,003.20			
	STEP 4	\$51.00	\$106,080.00			
	STEP 5	\$52.92	\$110,073.60			

**CITY OF LIVONIA
DIRECTORS SALARIES
2021-2022 WAGE RATE SCHEDULE**

PROPOSED

CLASSIFICATION

		<u>2021-2022</u>		<u>VEHICLE</u>	<u>STIPEND</u>	<u>NEITHER</u>
		<u>HOURLY</u>	<u>ANNUAL</u>			
DIRECTOR OF COMMUNITY RESOURCES	STEP 1	\$40.93	\$85,134.40			X
	STEP 1.5	\$41.78	\$86,902.40			
	STEP 2	\$42.54	\$88,483.20			
	STEP 3	\$44.24	\$92,019.20			
	STEP 4	\$46.01	\$95,700.80			
	STEP 5	\$47.85	\$99,528.00			
DIRECTOR OF GOVERNMENT AFFAIRS	STEP 1	\$40.93	\$85,134.40			X
	STEP 1.5	\$41.78	\$86,902.40			
	STEP 2	\$42.54	\$88,483.20			
	STEP 3	\$44.24	\$92,019.20			
	STEP 4	\$46.01	\$95,700.80			
	STEP 5	\$47.85	\$99,528.00			
DIRECTOR OF EMERGENCY PREPAREDNESS	STEP 1	\$38.30	\$79,664.00	X		
	STEP 1.5	\$39.07	\$81,265.60			
	STEP 2	\$39.83	\$82,846.40			
	STEP 3	\$41.43	\$86,174.40			
	STEP 4	\$43.08	\$89,606.40			
	STEP 5	\$44.82	\$93,225.60			
CITY CLERK		\$43.24	\$89,944.00	X		
CITY TREASURER		\$43.24	\$89,944.00	X		

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 5, 2022**

9

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and Jim Jolly. Absent: Laura Toy.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Susan M. Nash, City Clerk; Brandi Isaacson, Director of Housing; and Mayor Maureen Miller Brosnan.

5. REQUEST TO APPROVE INCREASE IN COMPENSATION FOR DIRECTOR OF HOUSING: Livonia Housing Commission, re: to align the compensation range as other Housing Directors in comparable communities.

President Jolly indicated there is New Data on this item.

Denise Maier, Director of Civil Service, indicated she was present to represent Livonia Housing Commission requesting a salary adjustment for the Director of Housing position. She stated you may remember that last month I was also here for two other positions, and this was actually part of that same request, but we were waiting on the Housing Commission's approval before moving it forward to you. You have the information in front of you. The request or the proposed new salary does line up with the HR Director's new salary range that was approved at the meeting and it keeps both positions on par as they were before. Both positions were in the same range prior to this proposal, and it keeps that on par.

Councilmember McCullough, through the Chair to Ms. Maier, indicated I think we always ask it but how many more times will we see you? I know you are supposed to be retired at this point, but do you foresee any more in the future. I know we ask this question every time and I know probably from the last, it seems like every meeting we have had, an increase is being proposed. I fully, I love the back up and I love the information, but I think it is becoming repetitive in nature rather than just throwing a whole bunch at us. Are there any others coming at us down the pipeline?

Ms. Maier stated as you know there is the one that was moved to the Committee of the Whole, and as it stands right now, there are none that I am aware of. There are no other requests that have been presented to the Civil Service Commission. I will also explain that while it may seem like a comprehensive salary survey is a great idea, in costs a lot of money to do that. It's anywhere between \$50-\$100,000 to do that. The City has not been in a position, I have spoken to my Commission on several occasions requesting something along those lines so that you can look at the whole picture and they haven't feel that it was the right time to spend that kind of money to do that. So by doing it the way that we have been, it is more cost-effective and it gives us we are doing this in a way that as these positions are people retire from them or people leave or we need to replace people, then this is already set up. So, we are trying to stay ahead of it as best as we can but, in order to do a big comprehensive salary study, it

is very expensive and time consuming. And the other fact is when you do that people expect change. People expect more.

Councilmember McCullough thanked her for that. I know there is a lot of work that goes into it and for the salary increases, and the data that is obviously transparent from different communities, the back up that you guys present is top notch. This is something that I think every meeting that I say the same thing is that we need to be competitive. It helps you guys out, definitely, and we want to be a destination employer. So, with that, I just wanted to see if there were more and more coming at us. I remember this position being part of waiting on the Housing Commission's approval. So with that, I would be happy to offer an approving on the Regular.

Councilmember Donovic, through the Chair to Ms. Maier, can you explain the step process for these positions? I believe they should be approved. So, when a Department Head receives this new salary adjustment, is there step change as well? Do they go down a step or do they move up a percentage to meet the next closest step?

Ms. Maier stated that depends on what their current step is. It is very rarely, if ever, a step down. It could be a lower step, I guess. But what we do is look at what would be the closest salary and that is 4% above what they are making?

Councilmember Donovic asked that's a 4% limit?

Ms. Maier replied yes, it is never exactly 4% but we find the number that is closest to that and that would become their new step. So, they don't go from Step 5 to Step 5 or from Step 4 to Step 4 because that would be a very large increase but that also provides to them additional steps that if they were at Step 5, they didn't have available to them any further steps.

Councilmember Bahr stated looking at the back-up, thank you for sending that over and thank you to the Administration. There are a number of cities on here that responded: Canton, Farmington Hills, Novi and Troy, but the salary information says "N/A". Can you just explain why that is?

Ms. Maier explained they usually do not have that classification, which is normally the case when we take these surveys. Yes, Canton Township does not have that position, Farmington Hills does not have that position, etc. So, if they don't have that position they can't provide us with this.

Councilmember Bahr indicated he was fine with the approval on the Regular, however, he did want to clarify what Councilmember McIntyre had asked on the previous item for some information. Councilmember McIntyre, were you asking for that information just on the Fire Chief and the Deputy Chief, or were you asking about that for all Directors?

Councilmember McIntyre responded just for that item. If I may President Jolly, I was just asking for the comparison only of the Police and Fire, for matters of comparing

what I think are very similar positions and similar departments understanding their functions are different.

Councilmember Bahr stated I am fine with this being an approval on the for Regular, but I would appreciate seeing what Councilmember McIntyre asked for regarding our Directors, a table summary sort of what you've done here, but all in one place what the salaries are, what the whole compensation level of each of our Directors all in one place. Bahr stated it would be helpful for this and the other topic referenced. So, I guess I would ask the Administration if it would be possible to provide that to us prior to the next Regular meeting?

Ms. Maier asked Councilmember Bahr when you say entire compensation package, what do you mean?

Councilmember Bahr replied yes, I guess I should clarify that. I guess I would like to see a compensation comparison in one place of all of our Directors and just to get a sense of how they line up. I am assuming you have it, because I think as part of the study you have done here, the materials have been provided to us and you said you had undergone a comprehensive look to see what is not in sync with what is in the market. These three positions, this one and the previous two, that you felt needed to be adjusted. I guess I would just like to see more of that information. It would be very helpful for us.

Ms. Maier responded so far I see that you want to see the salary, the car package and the car allowance? Is there anything else? As you know everyone's vacation is a little different.

Councilmember Bahr replied yes, just those two things. I think this will be constructive for some of the other things that we are talking about too.

Councilmember McIntyre stated I just want to clarify this may need to go to the Mayor, President Jolly. This may need to go to someone in the Mayor's Office. None of these increases have come to us in the last two months were in the budget, right? The salaries that are being proposed were not reflected in the budget that was approved in November?

Ms. Maier stated that is correct.

Councilmember McIntyre stated I guess that I have a question for the Administration. My question is that is why when we approved the budget in November, I understand the reasoning for some of these was, but the information from the Counties of Western Wayne was not available, but we just approved the budget with Department Heads' salaries in it and I think this is the third or fourth request that has come to us since the budget was approved with Department Heads' salaries. And that is not directed at you, Ms. Maier, but a policy question regarding the budget. And why these are happening right after we approved the budget? But I'm fine with it being on the Regular.

DIRECTION:

APPROVING

REGULAR

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 5, 2022**

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and Jim Jolly. Absent: Laura Toy.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Susan M. Nash, City Clerk; Brandi Isaacson, Director of Housing; and Mayor Maureen Miller Brosnan.

6. REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE RAINBIRD VARIABLE SPEED PUMP STATION FROM SOLE AUTHORIZED DEALER: Department of Parks and Recreation; re: for replacement of Fox Creek Pump Station.

Ted Davis, Superintendent of Parks & Recreation, thanked Council President Jolly for his explanation and stated the Department was looking to purchase a Rainbird variable speed pump station for the Fox Creek Golf Course from the sole source, so we are asking to waive the formal bidding process. Background information was provided to Council and stated he was happy to answer any questions of Council on the subject.

Councilmember McCullough, through the Chair to Mr. Davis, the only question I do have is it looks like the original budgeted amount was close to \$80,000 and your asking for \$90,000, just looking for the reason why?

Mr. Davis explained it was more expensive than we had anticipated it was going to be, the short and simple answer for you.

Councilmember McCullough stated he thought so and appreciated the backup provided and understood this was a sole source for the rainbird. With all the paperwork in order, that is my only question so I would be happy to offer an approving resolution on the Consent.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

13.

Housing
December 22, 2021

MEETING DATE

Study Meeting January 05, 2022

PREPARED BY

Brandie Isaacson, Director of Housing

AGENDA ITEM

REQUEST TO APPROVE INCREASE IN COMPENSATION FOR DIRECTOR OF HOUSING:
Livonia Housing Commission, re: to align the compensation range as other Housing Directors in comparable communities.

BACKGROUND

The Livonia Housing Commission is requesting a salary classification adjustment for the position of Housing Director. The rationale for the salary classification adjustment is in recognition of:

1. The increased level of responsibility for the Director that came about as part of an administration reorganization last year, adding supervision of additional transit and emergency commodity assistance programs;
2. The result of a recent analysis conducted by the Human Resources Department to assure the department head salary structure is in alignment.

This information was submitted to the Personnel Review Committee which then approved the adjustment to the salary schedule for the Housing Director position based on maintaining salary level alignment goals within the City salary schedule and comparable salaries from the 2021 Municipal Compensation Report by the Conference of Western Wayne. In addition to this, the Livonia Housing Commission reviewed and approved the proposed salary schedule for the Housing Director position at its Special Commission meeting on December 7, 2021.

RECOMMENDATION

Based on the recommendation of the Personnel Review Committee and Livonia Housing Commission approval resolution LHC#27-21, it is being requested that City Council hereby approve the proposed Livonia Housing Commission Executive Director position classification adjustment as attached, retroactive to December 1, 2020.

FISCAL CONSIDERATION

288 Transit
535 Housing
536 Newburgh Village
538 Silver Village

ATTACHMENTS

1. Housing Letter 12-7-21
2. Resolution 27-21 BMI Completed for council submission
3. S010522 - New Data - Housing Director Salary Survey 2021

APPROVED BY

Brandie Isaacson, Director of
Housing

Date:

Michael Slater, Finance Director

Date:

Maureen Miller Brosnan, Mayor

Date:

OFFICE OF THE MAYOR

MAUREEN MILLER BROSNAN
MAYOR



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
mayor@livonia.gov
(734) 466-2201

December 7, 2021

TO: Livonia Housing Commission
RE: Housing Commission Executive Director Salary Classification

Dear Commissioners,

I am requesting your concurrence with a salary classification adjustment for the position of Housing Director. Below you will find the detailed rationale for the salary classification adjustment as requested in your letter dated November 29, 2021, addressed to Human Resources Director Denise Maier.

The request to adjust the compensation classification levels for this position is being done in recognition of:

1. The increased level of responsibilities for the Director that came about as part of an administrative reorganization last year, adding supervision of additional transit and emergency commodity assistance programs.
2. The results of a recent analysis conducted by the Human Resources department to assure our department head salary structure is in alignment.

I began the process for reviewing the salary structure, with these factors in mind, by requesting the Director of Human Resources review Department Head salaries citywide to determine if there was alignment between the level of responsibility each Department head and their level of compensation. The Housing Director position was one of three positions where the salary range was determined to be out of alignment.

Following that, I asked the City's internal Personnel Review Committee – consisting of the Finance Director, Human Resources Director and Director of Administrative Services – to look at the Human Resources Department recommendation. The Personnel Review Committee, which evaluates all salary changes, new hires or replacements, and job classification changes within the City, concurred with the recommendation.

As a result, the Personnel Review Committee is recommending an adjustment to the salary schedule for the Housing Director position based on maintaining salary level alignment goals within the City salary schedule and comparable salaries from the 2021 Municipal Compensation Report by the Conference of Western Wayne. (Summary attached)

Based on these recommendations I am requesting your support in increasing the Executive Director of Housing salary from \$90,417.60 at Step 1 to \$98,009.60 at Step 1, with corresponding increases through Step 5. The full salary schedule is shown below:

**CITY OF LIVONIA
2019-2022 WAGE RATE SCHEDULE
EFFECTIVE 12/1/2019**

CLASSIFICATION

		2%		2.5%		3%	
		2019-2020		2020-2021		2021-2022	
		HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
EXECUTIVE DIRECTOR LIVONIA	STEP 1	41.17	85,633.60	42.20	87,776.00	43.47	90,417.60
HOUSING COMMISSION	STEP 1.5	41.95	87,256.00	43.00	89,440.00	44.29	92,123.20
	STEP 2	42.76	88,940.80	43.83	91,166.40	45.14	93,891.20
	STEP 3	44.43	92,414.40	45.54	94,723.20	46.91	97,572.80
	STEP 4	46.17	96,033.60	47.32	98,425.60	48.74	101,379.20
	STEP 5	48.03	99,902.40	49.23	102,398.40	50.71	105,476.80
EXECUTIVE DIRECTOR LIVONIA	STEP 1					47.12	98,009.60
HOUSING COMMISSION	STEP 1.5					48.04	99,923.20
(Proposed)	STEP 2					49.01	101,940.80
	STEP 3					50.92	105,913.60
	STEP 4					52.96	110,156.80
	STEP 5					55.05	114,504.00

It should be noted that the City's Compensation Plan allows any current employee covered by a revised salary schedule to move to the salary step that equates to a 4% increase over their current salary. The increase is effective in the pay period following the City Council approval.

I hope you will agree with me that this change is important for achieving a competitive compensation for the position of Executive Director of Housing.

Sincerely,



Maureen Miller Brosnan
Mayor

The Executive Director presented the proposed classification revision for the Livonia Housing Commission Executive Director position. The Board discussed the new administrative functions, salary comparables, duties of the Livonia Housing Commission Executive Director position and:

Resolved (#27-21)

“The Board of Commissioners hereby approves the proposed Livonia Housing Commission Executive Director position classification adjustment as attached, retroactive for December 1, 2020, for submission to Livonia City Council for further consideration.”

Motion By: Carl Deal

Seconded By: Eleanor Malone

Roll Call:	Ayes	Nays	Absent
	Dale Moser		Kreuzer Gjezi
	Carl Deal		
	Brian Scott		
	Eleanor Malone		

OFFICE OF THE MAYOR

MAUREEN MILLER BROSNAN
MAYOR



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
mayor@livonia.gov
(734) 466-2201

December 7, 2021

TO: Livonia Housing Commission
RE: Housing Commission Executive Director Salary Classification

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**CITY OF LIVONIA
2019-2022 WAGE RATE SCHEDULE
EFFECTIVE 12/1/2019**

CLASSIFICATION

		2%		2.5%		3%	
		2019-2020		2020-2021		2021-2022	
		HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
EXECUTIVE DIRECTOR LIVONIA	STEP 1	41.17	85,633.60	42.20	87,776.00	43.47	90,417.60
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It should be noted that the City's Compensation Plan allows any current employee covered by a revised salary schedule to move to the salary step that equates to a 4% increase over their current salary. The increase is effective in the pay period following the City Council approval.

I hope you will agree with me that this change is important for achieving a competitive compensation for the position of Executive Director of Housing.

Sincerely,



Maureen Miller Brosnan
Mayor

Salary Survey - Summary Results
Livonia Leadership Staff
As of August, 2021

	Livonia			City of Ann Arbor			Canton Township			City of Farmington Hills			City of Novi		
	Annual Salary 2021-2022			Annual Salary 2021-2022			Annual Salary 2020-2021			Annual Salary 2021-2022			Annual Salary 2021-2022		
							No information for 2022								
<u>Position</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>
Housing Director	\$90,417.60	\$105,476.80	\$101,379.20	\$104,469.00	\$135,810.00	\$118,400.81	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

	Livonia			City of Troy			City of Westland			City of Dearborn^^			City of Southfield		
	Annual Salary 2021-2022			Annual Salary 2020-2021			Annual Salary 2020-2021			Annual Salary 2020-2021			Annual Salary 2020-2021		
				No information for 2022			No information for 2022			No information for 2022			No information for 2022		
<u>Position</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>
Housing Director	\$90,417.60	\$105,476.80	\$101,379.20	N/A	N/A	N/A	\$95,367.00	\$112,196.00	\$112,196.00	\$78,159.00	\$99,088.00	N/A	N/A	N/A	N/A

	Livonia			City of Sterling Heights			Overall Comparables Average			Overall Difference		
	Annual Salary 2021-2022			Annual Salary 2020-2021			Annual Salary			Annual Salary		
				No information for 2022								
<u>Position</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>	<u>Min</u>	<u>Max</u>	<u>Actual</u>
Housing Director	\$90,417.60	\$105,476.80	\$101,379.20	N/A	N/A	\$131,814.00	\$92,665.00	\$115,698.00	\$120,803.60	(\$2,247.40)	(\$10,221.20)	(\$19,424.40)

*The City of Warren did not respond to the survey
^^Deputy Director of Housing; Director of Housing position has been vacant for years
N/A = Not Applicable
N/R = No Response

Responded?	Community	Population	General Email	HR Contact
x	Ann Arbor	113,934	None	tguajardo@a2gov.org
x	Canton Township	90,173	humanresources@canton-mi.org	kerreen.conley@canton-mi.org
	Dearborn	98,153		tduncan@ci.dearborn.mi.us
x	Farmington Hills	79,740		jrandle@fhgov.com
x	Novi	55,224		tgronlundfox@cityofnovi.org
	Southfield	71,739	hrsupport@cityofsouthfield.com	jmeadows@cityofsouthfield.com
	Sterling Heights	129,699		kbaldwin@sterling-heights.net
x	Troy	80,980	humanresources@troymi.gov	
	Warren	134,056		gdimas@cityofwarren.org
x	Westland	84,094	personnel@cityofwestland.com	sfield@cityofwestland.com

Emailed 8/12

Emailed 8/12

Emailed 8/12; Follow up 8/17

Emailed 8/12

Emailed 8/12

Emailed 8/12; Follow up 8/17

Emailed 8/12; Follow up 8/17

Emailed 8/12

Emailed 8/12; Follow up 8/17

Emailed 8/12

Notes

Salaries on Website: <https://www.a2gov.org/departments/Human-Resources/Pages/Compensation-and-Contracts.aspx>

Salary Table: <https://www.canton-mi.org/DocumentCenter/View/1870/Human-Resources-Policy-Manual?bidId=>

10/13/21: Jen S. spoke with Beth in HR and emailed our request to bkramer@ci.dearborn.mi.us

10/13/21: Jen emailed jrandle@fhgov.com, ejimenez@fhgov.com and cc'd Mayor Barnett at Vbarnett@fhgov.com

10/13/21: Jen S. emailed Kate Baldwin, cc'ing Mayor Taylor at mctaylor@sterling-heights.net

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 5, 2022**

10

Meeting was called to order at 8:00 p.m. by President Jim Jolly. Present: Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and Jim Jolly. Absent: Laura Toy.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Susan M. Nash, City Clerk; Brandi Isaacson, Director of Housing; and Mayor Maureen Miller Brosnan.

7. REQUEST TO CONSIDER NAMING THE DOG PARK AT BICENTENNIAL PARK AS SUPER'S DOG PARK: Department of Parks and Recreation; re: in honor of Super Celani.

Ted Davis, Superintendent of Parks & Recreation, indicated they requesting Council to concur in this proposed naming of the Bicentennial Park to "Super's Dog Park" as approved by the Parks & Recreation Commission. This comes to us really from Tom Celani and the work he has done and all the great things he has done in our community. As Council knows, Mr. Celani was responsible for a large donation to our Ben Celani Play Area in the amount of \$250,000 to re-do that playscape there that will be completed this coming Summer or early Fall depending on how supply chain issues go. Tom has been a pillar of our community and has been intimately involved in projects involving St. Mary's and projects all throughout the community and we think this is a good honor for him. Again, the Bicentennial Park, the Dog Park, has not been named and this is asking for it to be named for the first time and it did pass through the Parks & Recreation Commission. I'm not sure if it was included in the packet but we had gone through facility naming guidelines a few years ago when we had this issue come before us with regards to the Harry Tatigian naming and what we did with the Harry Tatigian Park and Nature Preserve so we do look at that. This does follow civic or charitable organization definition and I think this is a good idea for this site. I would be happy to answer any questions Council may have regarding this request.

Councilmember Donovic stated he felt this was a good idea when you look at what that family has done for our community and not only for the City of Livonia but surrounding communities, hundreds of thousands if not millions of dollars have been raised through the various charitable organizations and the work they do. Looking at the packet to your point, Mr. Davis, we talk about naming parks and other recreational areas, this meets the definition and it would be cool to see a dog park with a name. But not only a name, a name that has done so much and is doing so much for our community now and I believe will continue to do good things moving forward for our community and other surround communities. With that being said, I would like to offer an approving on the Consent if there are no objections from my colleagues.

Councilmember McIntyre stated it meets the threshold or the guidance which is intended to be an art not a science. She inquired if Mr. Celani, has there been any conversations between Mr. Celani and the City about his interests in his business in

the marijuana field. His family is very, very active and has a large business and I know he is interested in retail distribution.

Mr. Davis responded not with the Parks & Recreation Department we have not had any of those conversations regarding his retail businesses or his other interests. Other than in passing, I know he owns a winery out in California and that sounds nice.

Councilmember McIntyre indicated she knew about the winery too, but stated his family has a rather large-scale marijuana operation as well.

Mr. Davis indicated that has not been brought up at all.

Councilmember McIntyre, through the Chair, I'd like this item placed on the Regular agenda and would like a response from the Administration if there have been any discussions with Mr. Celani about his interest in the marijuana business in the City of Livonia.

Councilmember Donovic stated as the Council member that offered the approving, I'm not sure what his personal businesses and legal businesses have to do with the Dog Park, but I would just like to clarify that I think that his family has done a lot of great work for our community and in precedent of naming parks and other facilities in the past, people, organizations, etc. that do great work for the community, above and beyond work for the community, this is a normal process. So, I'm not necessarily sure what the legal and private business of him has to do with that, but I naturally respect my colleagues' opinion and have no problem with it going to the Regular part of the meeting.

Councilmember Bahr, inquired through the Chair to Ted Davis, so Super's Dog Park we understand where that comes from but 5-10 years from now when somebody walks up and sees the sign for Super's Dog Park, you anticipate to have any kind of signage or recognition there? What do you have in mind for that?

Mr. Davis responded that is a really good question Councilmember Bahr. I think we will put up some sort of plaque or acknowledgment or some bio of Super and his lineage, if you will, or his relationship with Tom. We will come up with a picture and something nice to say on the sign out there to commemorate it.

Councilmember Bahr stated okay. He continued and stated he certainly appreciates and respects the involvement the Celani family has throughout the City, at St. Mary's Hospital, and the park and other things, so I don't begrudge the request and it does meet and I appreciate whoever included in this in our packet the guidelines for this. It does fit within that. It just strikes me as odd for all the things he has been involved in that this is where the naming would go. And I'm not proposing anything here, but even to just kind of make my point is that the Dog Park was, if I recall correctly, one of the signature accomplishments under the previous Administration. Like if we were to, I'm not proposing this necessarily, but naming it after former Mayor Wright or something like that would make sense. But, I am struggling with okay so this guy does a lot of work in our community and so we are going to name the Dog Park after his dog, it just like. I am glad this is on the Regular. I would like a little more time to reflect on this.

Again, certainly appreciate all that Mr. Celani has done and probably I have belabored this enough.

DIRECTION:

APPROVING

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

14.

Parks and Recreation
November 17, 2021

MEETING DATE

Study Meeting of November 22, 2021

PREPARED BY

Ann Cox, Program Supervisor

AGENDA ITEM

REQUEST TO CONSIDER NAMING THE DOG PARK AT BICENTENNIAL PARK AS SUPER'S DOG PARK: Department of Parks and Recreation; re: in honor of Super Celani.

BACKGROUND

The Parks and Recreation Commission, at its October 13, 2021 meeting, discussed the topic of naming the dog park at Bicentennial Park in honor of Mr. Tom Celani's departed dog Super.

#3793-21 **RESOLVED** that the Commission recommend to Council that the Bicentennial Dog Park be named Super's Dog Park in honor of Super Celani.

RECOMMENDATION

The Commission recommends that City Council name the dog park Super's Dog Park in honor of Super Celani and as a thank you to Mr. Celani's dedication and service to Parks and Recreation and the City of Livonia.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. 2021 Dog Park Naming

APPROVED BY

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

Date: November 02, 2021

Ted Davis, CPRP, Superintendent of Parks and Recreation

A handwritten signature in blue ink, appearing to be "Paul Bernier".

Date: November 02, 2021

Paul Bernier, City Attorney

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

Date: November 04, 2021

Maureen Miller Brosnan, Mayor



City of Livonia
Parks and Recreation Department

FACILITY NAMING GUIDELINES

Purpose: To establish facility naming guidelines in approving philanthropic or honorary naming rights of city owned or controlled property or facilities, recognizing individuals, civic or charitable organizations.

Definitions: The following words will have the meaning ascribed to them herein:

- A. "Civic or charitable organization" shall mean a non-profit entity, family or group that has made a substantial contribution to the community, either through civic involvement, involvement in the events relevant to the specific property, or to the geographic location of specific city property, or made a financial and/or in-kind donation to support a specific public service or city property.
- B. "Individual" shall mean a person who has made a financial and/or in-kind donation to support a specific service or city property.
- C. "Honorary Naming Rights" shall mean the naming of city property to honor the service, commitment, or other type of participation by an individual or civic or charitable group.
- D. "Philanthropic Naming Rights" shall mean the naming of city property due to a charitable donation from an individual, civic or charitable group, or other entity or organization that is intended to enhance the community by financial and/or in-kind support for a specific public service or city property.
- E. "City property" shall mean city owned or controlled real property; public facilities such as buildings or parks; features or attributes of a facility such as a bench, walkway, hallway or room; or other public venue.

Process: The process to establish naming rights for city property shall be as follows:

- A. The renaming of facilities is strongly discouraged; however, those facilities named for geographic location, outstanding feature, or subdivision may be considered for renaming.
- B. Request for change should be submitted in writing to the Department Head.
- C. The option of dedication, hyphenated or shared naming may be considered in lieu of a complete name change.
- D. Boards/Commissions concerned with the acquisition and/or use of the property should be consulted for input on the naming/renaming of said facility.
- E. Funding for any change should be considered prior to City Council approval. This might include new signage, plaque and/or escrow account for replacement of items such as benches.
- F. The final decision to name or rename City property, will be made by the City Council. This decision will be made, by Resolution, during a Regular City Council Meeting.

12.18.010 Naming of public places and buildings—Purpose.

The council shall have the authority to designate the name of any city-owned property (including designating a specific area thereof) or building in honor of a particular individual, organization or event.

Such designation shall be based upon criteria established by the council including, but not limited to, an organization or individual's contributions to the welfare of this city and its residents, past or current service as a public official, civic or charitable donations made by an organization or individual, historical significance, desire to provide a memorial to a deceased resident or a lasting reminder of the achievements of an individual or organization, and the like. (Ord. 2227 § 1 (part), 1994)