

AGENDA

1913th Regular Meeting of the Council of the City of Livonia Monday, January 25, 2021
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7:00 PM

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

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CALL TO ORDER

INVOCATION/PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION OF MINUTES

Minutes of the Regular Meeting of January 13, 2021

AUDIENCE COMMUNICATION

REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS

CONSENT AGENDA

UNFINISHED BUSINESS

- 1) ROLL CALL: Proposed Amendment to the Livonia Code of Ordinances (Vacating), as amended: Department of Law, re: 2020-09-03-04 submitted by Group 10 Management, on behalf of Laurel Investment L.L.C., to vacate an existing public utility easement, located on the west side of North Laurel Park Drive, between Six Mile Road and University Park Drive (17117 and 17123 North Laurel Park Drive, Holiday Inn) located on the Southeast 1/4 of Section 7.
First Reading given by Councilmember Cathy White on Wednesday, January 13, 2021.

NEW BUSINESS

- 2) REQUEST TO APPROVE FIFTH AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF LIVONIA AND NEW CINGULAR WIRELESS PCS, INC., d/b/a AT&T WIRELESS PCS, LLC: Department of Law, re: to rent space at the base of the tower for a natural gas-powered generator. (CR 241-20, 406-18, CR 29-12, CR 120-98, and CR 18-97)
- 3) REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND AUTHORIZE AGREEMENT WITH HEGIRA HEALTH, INC.: Division of Police, re: to provide law enforcement/mental health co-response services to the residents of Livonia.

New Data Item 3 - Talking points from Mayor's office regarding Crisis Support Team

Agenda for the Regular Meeting of January 25, 2021

AUDIENCE COMMUNICATION

SUSAN M. NASH, CITY CLERK

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MINUTES OF THE ONE THOUSAND NINE HUNDRED TWELFTH**REGULAR MEETING OF JANUARY 13, 2021**

On January 13, 2021, the above meeting was called to order via remote Zoom technology by President Kathleen McIntyre at 7:00 p.m. Councilmember Cathy White led the meeting in the Invocation.

Roll was called with the following result: Cathy White (Lehigh Acres, Florida); Brandon McCullough (Livonia, Michigan), Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

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; Lynda Scheel, Treasurer; Curtis Caid, Chief of Police; Denise Maier, Director of Human Resources; LaShawn Thomas, Director of Governmental Affairs; Sara Kasprowicz, Administrator of Council Office; Casey O'Neil, Director of Information Systems; and Dave Varga, Director of Administrative Services.

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

#01-21 RESOLVED, that the revised minutes of the 1909th Regular Meeting of the Council held November 16, 2020 are approved as presented.

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

#02-21 RESOLVED, that the minutes of the 1,911th Regular Meeting of Council held December 14, 2020 are approved as presented.

Councilmember Jolly announced the retirees for the month of December, those being Thomas Blauvelt, Senior Police Officer, serving twenty-five years for the City of Livonia; and Stanley Kotlarczyk, Maintenance Mechanic, serving twenty-nine years; and Vicki Wuerth, Personnel Clerk, serving twenty years in the Civil Service Department and wished them well on their retirement.

Vice President Bahr asked that the last item on the Consent Agenda, Item 12, be removed from the Consent Agenda and be placed after Item 14 on the Regular Agenda.

Councilmember Toy congratulated President McIntyre's son Patrick on his acceptance into both Michigan State University and Xavier.

President McIntyre wished a Happy 101st birthday to Alice Hosback, an outstanding resident of Silver Village.

Councilmember White, as Parliamentarian of Council, reviewed the rules for Audience Communication.

During Audience Communication Connie Dickey discussed the protestors at Planned Parenthood and discussion was held regarding Ordinance violations.

A communication from the Office of the Mayor, dated January 7, 2021, re: forwarding the Annual Report for the Fiscal Year 2019-2020, which reflect the finances and administrative activities in the City, was received and placed on file for the information of the Council.

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

#03-21 RESOLVED, that having considered the request of Council President Kathleen E. McIntyre, at the Study Meeting held January 6, 2021, the Council does hereby refer the subject matter of a proposed amendment to the Livonia Code of Ordinances to require that all animals be held on a leash when off the owner's property, with exceptions at the city dog park, within a confined area, or a Police K-9 Unit, to the Law and Education Committee for its report and recommendation.

A communication from the Office of the City Clerk, attaching a communication from Scott T. Vandemergel, Director of Assessment & Equalization, with the appropriate 2020 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, was received and placed on file for the information of the Council.

A communication from the Office of the City Clerk, attaching a communication from Maseer Rabbaig, Treasurer for the Wayne County Zoological Authority (WCZA), with the appropriate 2020 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, was received and placed on file for the information of the Council.

A communication from the Office of the City Clerk, attaching a communication Rebecca Franchock, Chief of Finance for Wayne County, with the appropriate 2020 Tax Rate Request Form (L-4029), requesting that the City collect the appropriate tax levy for the Huron Clinton Metropolitan Authority as a winter tax, was received and placed on file for the information of the Council.

#04-21 RESOLVED, that having considered a communication from the Human Resources Director, dated December 2, 2020, which bears the signatures of the Director of Finance and the City Attorney, and is approved for submission by the Mayor, transmitting a resolution adopted by the Civil Service Commission at its regular meeting of November 18, 2020, recommending salary and fringe benefit adjustments for the classifications of Fire Chief and Deputy Fire Chief for the period December 1, 2018 through November 30, 2021, the Council does hereby concur in the recommendation of the Civil Service Commission and the salary and benefit adjustments for the classifications of Fire Chief and Deputy Fire Chief are hereby approved for the period December 1, 2018 through November 30, 2021 as set forth in the memorandum dated November 12,

2020 from Denise C. Maier, Human Resources Director, which is attached to the aforesaid communication.

#05-21 RESOLVED, that having considered a communication from the Assessor, dated December 3, 2020, which bears the signature of the Director of Finance and is approved for submission by the Mayor, and in accordance with Chapter VIII, Section 6 of the Charter of the City of Livonia, the Council does hereby determine to approve the following dates for the Board of Review to conduct Public Hearings in 2021, which Public Hearings are to be conducted in the conference room of the City Assessor on the first floor of the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan 48154:

Tuesday	March 2, 2021	Organizational Meeting	9:00 a.m.
Monday	March 8, 2021	9:00 a.m. – 12:00 p.m.	1:30 p.m. – 4:00 p.m.
Tuesday	March 9, 2021	9:00 a.m. - 12:00 p.m.	1:30 p.m. - 4:00 p.m.
Wednesday	March 10, 2021	5:00 p.m. - 9:00 p.m.	
Thursday	March 11, 2021	9:00 a.m. - 12:00 p.m.	1:30 p.m. - 4:00 p.m.
Friday	March 12, 2021	9:00 a.m. - 12:00 p.m.	1:30 p.m. - 4:00 p.m.
Monday	March 15, 2021	9:00 a.m. - 12:00 p.m.	

FURTHER, the Council does hereby determine that the daily rate of compensation to be paid to the members of the Board of Review shall be \$120.00 for the Chairperson and \$100.00 for other members.

Pursuant to Public Act No. 165, Public Acts of 1971, we hereby give notice that the following tentative ratios and multipliers will be used to determine the State Equalized Value (S.E.V.) for the year 2021:

<u>CLASS</u>	<u>RATIO</u>	<u>S.E.V. FACTOR (MULTIPLIER)</u>
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

#06-21 RESOLVED, that having considered the report and recommendation of the Director of Parks and Recreation, dated December 21, 2020, which bears the signature of the Director of Finance and is approved for submission by the Mayor, the Council does hereby authorize the purchase and installation of Robbins Pulastic Classic 60 MAC Gym Flooring at the Jack E. Kirksey Recreation Center, to replace the existing MAC Gym Flooring, utilizing the Sourcewell Purchasing Program (formerly NJPA), which was awarded to Foster Specialty Floors, 30681 Wixom Road, PO Box 930382, Wixom, MI 48393 (under Contract No: 160518-RBI), for a total amount not to exceed \$116,589.50;

FURTHER, an amount not to exceed \$116,589.50 is hereby authorized to be expended from Account No. 208-755-976-000 for this purpose; FURTHER, the Council does hereby determine to authorize this purchase without competitive bidding inasmuch as the same is based upon the low Sourcwell bid price (under Contract No. 160518-RBI) and Foster Specialty Floors is the only authorized and qualified Robbins Sport Surfaces installer in Michigan, and such action is taken in accordance with the provisions set forth in Section 3.04.140.D.3 of the Livonia Code of Ordinances, as amended.

#07-21 RESOLVED, that having considered the report and recommendation of the Information Systems Director, dated December 1, 2020, which bears the signature of the Director of Finance and is approved for submission by the Mayor, the Council does hereby authorize the purchase of one (1) Dell Powerstore 1000T San Storage System, to include installation, support and a 5-year warranty, for use in the City Hall Data Center to increase storage system capacity, from Dell Technologies, One Dell Way, Mail Stop 8129, Round Rock, TX 78682, in a total amount not to exceed \$71,038.93; FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed \$71,038.93 from funds already budgeted in Account No. 101-915-982-000, for this purpose; FURTHER, the Council does hereby authorize said purchase without competitive bidding inasmuch as the same is being purchased through the State of Michigan approved Midwest Higher Education Contract (MHEC) and such action is taken in accordance with the provisions set forth in Section 3.04.140D4 of the Livonia Code of Ordinances, as amended; and the Mayor and City Clerk are hereby authorized to execute a contract, approved as to form and substance by the Department of Law, for and on behalf of the City of Livonia with the aforesaid company and to do all other things necessary or incidental to the full performance of this resolution.

#08-21 RESOLVED, that having considered the report and recommendation of the Information Systems Director, dated December 1, 2020, which bears the signature of the Director of Finance and is approved for submission by the Mayor, the Council does hereby authorize the purchase of one (1) Dell Data Domain DD6900, to include installation, support and a 5-year warranty, for use in the City Hall Data Center to increase backup storage system capacity, from Dell Technologies, One Dell Way, Mail Stop 8129, Round Rock, TX 78682, in a total amount not to exceed \$108,675.12; FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed \$108,675.12 from funds already budgeted in Account No. 101-915-982-000, for this purpose; FURTHER, the Council does hereby authorize said purchase without competitive bidding inasmuch as the same is being purchased through the State of Michigan approved Midwest Higher Education Contract (MHEC) and such action is taken in accordance with the provisions set forth in Section 3.04.140D4 of the Livonia Code of Ordinances, as amended; and the

Mayor and City Clerk are hereby authorized to execute a contract, approved as to form and substance by the Department of Law, for and on behalf of the City of Livonia with the aforesaid company and to do all other things necessary or incidental to the full performance of this resolution.

#09-21 RESOLVED, that Belaggio Homes, Inc., as proprietor, having requested the City Council approve the proposed Livonia Manor III Site Condominium, located on the north side of Seven Mile Road, between Canterbury Avenue and Shrewsbury Drive in the Southeast 1/4 of Section 3 (31670 Seven Mile Road) (hereafter the "Condominium"), and it further appearing that approval of the site plan for the Condominium was given by the City Planning Commission on August 18, 2020, and by the City Council on September 21, 2020, and it further appearing that such site plan, together with Development Plans and Specifications for Improvements, have been examined and approved by the Department of Public Works as set forth in the report of that Department dated December 18, 2020; and the City Council having approved the Master Deed on September 21, 2020, in Council Resolution 272-20; therefore, the City Council does hereby establish the following requirements:

- (1) All of the improvements, utilities and grading shall be constructed, installed and accomplished in conformity with the provisions of the ordinances of the City of Livonia, and the regulations and specifications of the Department of Public Works and the Development Plans submitted by the proprietor and approved by such Department; all such improvements to be constructed, installed, accomplished and completed within a period of two (2) years from the effective date of this resolution; failing this, the approval contained herein shall be considered null, void and of no effect whatsoever;
- (2) That all inspection fees and other charges due to the City of Livonia shall be fully paid at the time and in the manner provided in the said ordinance provisions;
- (3) That the installation of all such improvements shall be subject at all times to the supervision and inspection and final approval of the Department of Public Works, and such improvements shall not be considered as having been satisfactorily and completely installed until there is filed with the City Council the certificate as provided in such ordinance provisions;
- (4) That the proprietor enter into an agreement with the City of Livonia agreeing to construct, within the prescribed period of time and in the prescribed manner, all improvements required to the extent required by the City of Livonia and as shown on the approved Development Plans;

- (5) That as a condition of obtaining final approval of the Master Deed prior to the completion of all required improvements, the proprietor shall file with the City of Livonia a corporate surety bond, certified check, cash bond, irrevocable letter of credit, or other financial assurance in such form as may be approved by the Department of Law guaranteeing the satisfactory installation of all such improvements, utilities and grading by the proprietor within the prescribed period in the following amounts:
- (a) General Improvement Bond \$ 95,466.00, of which at least
\$ 9,547.00 shall be in cash
 - (b) Sidewalk Bond \$ 3,300.00, of which at least
\$ 330.00 shall be in cash
 - (c) Grade & Soil Erosion Control Bond Not Applicable
 - (d) Entrance Markers/Landscaping Not Applicable
 - (e) Monuments and Markers Bond \$ 250.00 (all cash)
 - (f) As-Built Drawings Bond \$ 4,000.00 (all cash)
- and require cash payments in addition to the above amounts, in the total amount of \$14,127.00;
- (6) That all required cash deposits, certified checks, irrevocable bank letters of credit and/or surety bonds which shall be established by the City Engineer pursuant to Article XVIII of Ordinance No. 543, Section 18.66 of the ordinance, shall be deposited with the City prior to the issuance of engineering permits for this site condominium development; and
- (7) That the distribution lines for telephones and electric service are to be placed underground and ornamental streetlights are to be provided throughout the Condominium in accordance with City ordinances.

#10-21 RESOLVED, that having considered a communication from the City Engineer, dated December 16, 2020, approved by the Director of Public Works and the City Attorney, and approved for submission by the Mayor, to which is attached a communication from Juli Sala, PE, Licensed Civil Engineer, Anderson, Eckstein & Westrick, Inc., dated August 19, 2020, on behalf of the owner, Botsford General Hospital, wherein a request is submitted to vacate the public utility easement within the 18th St. Development located at 39000 Seven Mile Road, the Council does

hereby refer this item to the City Planning Commission for action and recommendation in accordance with provisions of Law and City Ordinance.

A roll call vote was taken on the foregoing resolutions with the following result:

AYES: White, McCullough, Donovic, Jolly, Toy, Bahr and McIntyre

NAYS: None

The President declared the resolutions adopted.

White gave first reading to the following Ordinance:

AN ORDINANCE VACATING THE USE OF PORTIONS OF STREET, ALLEY AND PUBLIC GROUND. (Petition 2020-09-03-04)

The foregoing Ordinance, when adopted, is filed in the Journal of Ordinances in the Office of the City Clerk and is the same as if word for word repeated herein.

The above Ordinance was placed on the table for consideration at an upcoming Regular meeting.

Jolly took from the table for second reading and adoption, the following Ordinance:

AN ORDINANCE AMENDING SECTION 14 OF THE ZONING MAP OF THE CITY OF LIVONIA AND AMENDING ARTICLE III OF ORDINANCE NO. 543, AS AMENDED, KNOWN AND CITED AS "THE CITY OF LIVONIA ZONING ORDINANCE" BY ADDING SECTION 3._____ THERETO. (Petition 2020-07-01-04)

A roll call vote was taken on the foregoing Ordinance with the following result:

AYES: White, McCullough, Donovic, Jolly, Toy, Bahr and McIntyre

NAYS: None

The President declared the foregoing Ordinance duly adopted and would become effective upon publication.

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

#11-21 RESOLVED, that having considered a communication from the City Planning Commission, dated December 16, 2020, which transmits its resolution #12-61-2020, adopted on December 15, 2020, with regard to Petition 2020-11-08-07, submitted by Adams Park Development, L.L.C., requesting to develop a site condominium (Adams Park) consisting of thirty-nine (39) single-family homes on the properties located on the south side of Lyndon Avenue between Inkster and Middlebelt Roads (14416 Harrison Avenue and 28201 Lyndon Avenue, former Adams Elementary School site) in the Southeast $\frac{1}{4}$ of Section 24, the Council does hereby concur in the recommendation of the Planning Commission and Petition 2020-11-08-07 is hereby approved and granted, subject to the following conditions:

1. That the Site Plan identified as Sheet 03, dated November 17, 2020, prepared by Michael L. Priest & Associates, Inc., is hereby approved and shall be adhered to.
2. That the issues as outlined in the correspondence dated December 7, 2020, from the Fire Marshal shall be resolved to the satisfaction of the Livonia Fire and Rescue Division.
3. That the Landscape Planting Plan identified as L-1 and the Landscape Notes & Details identified as L-2, both dated November 19, 2020 as revised, prepared by Nagy Devlin Land Design., are hereby approved and shall be adhered to.
4. That streetlights and sidewalks shall be installed throughout the development to the satisfaction of the Engineering Department.
5. That the condominium Master Deed and Bylaws comply with the requirements of the Subdivision Control Ordinance, Title 16, Chapter 16.04-16.40 of the Livonia Code of Ordinance, and Article XX, Section 20.01-20.06 of Zoning Ordinance #543.
6. That Section 6.7 Garages of the Bylaws shall be modified to include front entries where applicable.
7. That the brick used in the construction of each condominium unit shall be full face four-inch (4") brick.
8. In the event of a conflict between the provisions set forth in the Master Deed and bylaws, and the requirements set forth in the City of Livonia Zoning Ordinance No. 543, as amended, the Zoning Ordinance requirements shall prevail, and petitioner shall comply with the Zoning Ordinance requirements.

9. That the petitioner shall include language in the Master Deed and bylaws or a separate recordable instrument wherein the condominium association shall reimburse the City of Livonia for any maintenance or repair costs incurred for the storm water detention/retention and outlet facilities, and giving the City of Livonia the right to impose liens on each lot owner's property pro rata and place said charges on their real estate tax bills in the event said charges are not paid by the condominium association (or each lot owner) within thirty (30) days of billing for the City of Livonia.
10. That all required cash deposits, certified checks, irrevocable bank letters of credit and/or surety bonds which shall be established by the City Engineer pursuant to Article XVIII of Ordinance No. 543, Section 18.66 of the ordinance, shall be deposited with the City prior to the issuance of engineering permits for this site condominium development.
11. That only a conforming entrance marker is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals; and
12. Pursuant to Section 19.10 of Ordinance #543, the Zoning Ordinance of the City of Livonia, 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.

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

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

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

#13-21 RESOLVED, that having considered the report and recommendation of the Department of Law, dated December 14, 2020, submitted pursuant to Council Resolution No. 349-20, regarding a proposed ordinance amendment prohibiting on-street parking during the period of bulk leaf pickup, the Council does hereby determine to take no further action with regard to this matter.

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

#14-21 RESOLVED, that having considered a communication from the City Planning Commission, dated December 16, 2020, approved for submission by the Mayor, which transmits its resolution #12-60-2020, adopted on December 15, 2020, with regard to Petition 2020-11-02-10, submitted by LS Equity L.L.C., requesting to re-develop the commercial shopping center (Shoppes of Livonia), including demolishing a portion of the existing building, constructing a full-service restaurant with drive-thru facilities (Chick-fil-A), constructing an addition and renovating the exterior façade of the existing building, and constructing a multi-tenant retail building with drive-thru facilities, located on the north side of Plymouth Road between Haller Avenue and Middlebelt Road (29250-29350 Plymouth Road) in the Southwest ¼ of Section 25, the Council does hereby concur in the recommendation made by the City Planning Commission and Petition 2020-11-02-10 is hereby approved and granted, subject to the following conditions:

1. That the Overall Site Plan identified as Sheet No. C01, dated November 5, 2020, as revised, prepared by Atwell, is hereby approved, and shall be adhered to.
2. That the Landscape Plan identified as Sheet No. C04, dated November 5, 2020, as revised, prepared by Atwell, is hereby approved, and shall be adhered to, except that a plan for replacing the trees and other plant materials along the site's frontage on Middlebelt Road shall be incorporated as part of Phase 1 of the development and submitted to the Planning Department for review and approval, and shall be completed prior to occupancy of the Chick-fil-A restaurant.
3. That all disturbed lawn areas shall be sodded in lieu of hydroseeding.
4. 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.

5. That the Exterior Elevations for the Chick-fil-A restaurant, as received by the Planning Commission and date stamped November 9, 2020, are hereby approved, and shall be adhered to.
6. That the Retail 1 – Elevations Plan identified as Drawing No. SD03, prepared by NORR, as received by the Planning Commission and date stamped November 9, 2020, is hereby approved, and shall be adhered to.
7. That the Retail 2 – Elevations Plan identified as Drawing No. SD04, prepared by NORR, as received by the Planning Commission and date stamped November 9, 2020, is hereby approved, and shall be adhered to.
8. 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.
9. That no less than six (6) weeks prior to the scheduled opening of the Chick-fil-A restaurant, the Petitioner shall submit to the Department of Public Safety Traffic Bureau for its review and approval details of how traffic will be managed, both on- and off-site, during the times when the stacking capacity of the drive-thru lanes is exceeded or when undue traffic congestion is occurring on the adjacent public thoroughfares, and provided further the Petitioner shall enter into a signed contract with the Livonia Police Department to provide necessary traffic control assistance as determined by the Police Department.
10. That all traffic improvements, including additions or modifications to the traffic signals, approach geometrics, or traffic lanes, as deemed necessary by either Wayne County or the Michigan Department of Transportation (MDOT) to mitigate the traffic impacts of the project, shall be completed prior to the issuance of Certificate of Occupancy.
11. That the three walls of the trash dumpster areas shall be constructed out of building materials that shall complement that of the buildings. The enclosure gates shall be of solid panel steel construction or durable, long-lasting solid panel fiberglass.
12. That the proposed construction shall meet the Wayne County Stormwater Ordinance, including detention requirements, and the Petitioner shall secure all required permits, including soil erosion

and sedimentation control.

13. That all new pole-mounted light fixtures shall not exceed a height of twenty feet (20') and shall be aimed and shielded to minimize stray light trespassing across property lines and glaring into adjacent roadways.
14. That this approval is subject to the petitioner being granted a variance from the Zoning Board of Appeals for deficient parking and any conditions related thereto.
15. That any future drive-thru restaurant in Retail 1 shall require waiver use approval.
16. 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.
17. That no LED lightband or exposed neon shall be permitted on this site including, but not limited to, the building or around the windows.
18. 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
19. Pursuant to Section 19.10 of Ordinance #543, the Zoning Ordinance of the City of Livonia, this approval is valid for a period of one (1) 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.

The following Audience members spoke on this Agenda Item:

Matt & Allison Knopsnider
Sarah Overwater

Following discussion by Council with the Petitioners, their experts, and Chief Caid, a roll call vote was taken on the foregoing resolution with the following result:

AYES: McCullough, Donovic, Jolly, Toy, Bahr and McIntyre

NAYS: White

The President declared the resolution adopted.

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

was:

#15-21 RESOLVED, that having considered a communication from the Department of Law, dated December 18, 2020, approved for submission by the Mayor, transmitting for Council acceptance of a Grant of Easement executed by Carolyn Wilson, Its Executive Vice President & Chief Operating Officer, for a public utility easement in connection with the construction of a water main at the subject location in the Southeast 1/4 of Section 6, more particularly described as:

Part of the S.E. ¼ of Section 6, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, being described as:

A permanent variable width water main easement being described as commencing at the Southwest Corner of Section 6; thence N 81°53'21" W, 0.61 feet to the historical location of the Southwest Corner of said Section 6; thence S 88°14'49" E, 947.38 feet along the South Line of Section 6; thence N 01°45'11" E, 60.00 feet to the northerly right-of-way line of Seven Mile Road (120.00 feet wide); thence S 88°14'49" E, 234.08 feet along the northerly right of way line of Seven Mile Road the point of beginning of a 20 feet wide permanent water main easement lying 10 feet each side of the following described centerline; thence N 01°26'22" E, 178.44 feet; thence N 62°13'32" E, 88.65 feet; thence N 37°44'14" E 118.23 feet; thence N 52°15'46" W, 13.41 feet; thence N 29°55'27" W, 17.00 feet; thence S 29°55'27" E, 17.00 feet; thence S 52°15'46" W, 13.41 feet; thence N 37°44'14" E, 7.77 feet to the point of ending of this described centerline and the point of beginning of a permanent 12.00 feet wide water main easement, lying 6.00 feet each side of the following described centerline; thence N 37°44'14" E, 22.22 feet; thence northeasterly along a non-tangent curve, concave to the northeast, having a central angle of 18°23'48", a radius of 1017.50 feet, an arc distance of 326.70 feet and whose chord bears N 40°14'48" E, 325.30 feet; thence N 31°02'54" E, 151.25 feet; thence northeasterly along a tangent curve, concave to the northwest, having a central angle of 20°17'46", a radius of 481.00 feet, an arc distance of 170.39 feet and whose chord bears N 25°13'25" E, 169.50 feet; thence N 15°04'32" E 91.46 feet; thence N 74°55'28" W, 40.00 feet; thence S 74°55'28" E, 40.0 feet; thence N 15°04'32" E, 123.84 feet to the point of ending of this described centerline and the point of beginning of a 20.00 feet wide water main easement lying 10.00 feet each side of the following centerline; thence N 75°13'08" W, 29.00 feet; thence S 75°13'08" E, 29.00 feet to the point of ending of this described centerline and the point of beginning of a 12.00 feet water main easement, lying 6.00 feet each side of the following described centerline; thence N 15°04'32" E, 99.75 feet; thence northerly along a tangent curve, concave to the west, having a central angle of 13°01'16", a radius of

481.00 feet, an arc distance of 109.31 feet and whose chord bears N 08°33'54" E, 109.08 feet; thence N 02°03'16" E, 194.12 feet; thence N 36°35'04" W, 61.00 feet to the point of ending of this described centerline.

The Council does hereby, for and on behalf of the City of Livonia, accept the aforesaid Grant of Easement and the City Clerk is hereby requested to have the same recorded in the Office of the Register of Deeds and to do all other things necessary or incidental to fulfill the purpose of this resolution.

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

was:

#16-21 RESOLVED, that having considered a communication from the Human Resources Director, dated January 6, 2020, which bears the signature of the Director of Finance and is approved for submission by the Mayor, and which sets forth resolution 20-142, adopted by the Civil Service Commission on December 22, 2020, wherein it is recommended that the proposed 2020-2023 Collective Bargaining Agreement between the City of Livonia and the Livonia Police Officers Association (LPOA), as summarized in the tentative agreement attached to the aforesaid communication, be approved and adopted so as to effectuate the provisions set forth in the aforesaid agreement for the period December 1, 2020 through November 30, 2023, the Council does hereby approve of and concur in the aforesaid action of the Civil Service Commission; and the Mayor and City Clerk are hereby requested to affix their signatures to the said agreement, for and on behalf of the City of Livonia, and to do all other things necessary or incidental to the full performance of this resolution.

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

was:

#17-21 WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death and can be spread from person to person. On March 10, 2020, Governor Gretchen Whitmer declared a state of emergency across the State of Michigan under Section 1 of Article 5 of the Michigan Constitution of 1963, the Emergency Management Act, 1976 PA 390, as amended, MCL 30.401 et seq., and the Emergency Powers of the Governor Act of 1945, 1945PA 302, as amended, MCL 10.31 et seq. as a result of the dangers associated with COVID-19. Further, pursuant to MCL 333.2221 and MCL 333.226(d), the Director of the Michigan Department of Health and Human Services (MDHHS) has subsequently promulgated rules designed to safeguard

public health and prevent the spread of the disease and the existence of sources of contamination.

WHEREAS, the Mayor and the City Council recognize the emergency pursuant to MCL 30.410 and the threat that it poses to the local economy in general and the dining and hospitality industry in particular.

WHEREAS, pursuant to various Executive Orders issued by the Governor and orders of the Director of the Michigan Department of Health and Human Services (collectively, "Executive Orders"), dine-in restaurants were ordered to be closed for dine-in business and/or ordered to significantly reduce dine-in seating. These orders that were designed to prevent the spread of COVID-19 have put an enormous strain on local restaurants, their employees, and the public.

THEREFORE BE IT RESOLVED, that to assist local restaurants, the City of Livonia, through the Mayor and City Council, any existing full or limited service restaurant with indoor dining that exceeds twelve (12) customer seats is allowed under this Joint Declaration and Resolution to submit a request to the City of Livonia Department of Inspection to temporarily add or expand an existing outdoor dining area. The Director of the Department of Inspection (Director) or any of his duly authorized assistants, together with the City of Livonia Planning Department and Department of Public Safety, shall review an application for a temporary outdoor dining area to ensure compliance with the following items and with any other applicable code or measure deemed necessary to ensure the health, safety and welfare of the public, including patrons and employees and the community as a whole. An application shall be accompanied with plans and drawings with information and details as specified below including the appropriate review and inspection fees. Upon review of an application, the Director of the Department of Inspection shall determine whether to issue the required building, mechanical and occupancy permits for a temporary outdoor dining area. Authorization of a temporary outdoor dining area under this Resolution, with or without an allowance for the sale of alcoholic beverages for consumption on the premises as may be approved by the Michigan Liquor Control Commission (MLCC), shall temporarily waive the requirements for such use or uses as provided for under the City of Livonia Zoning Ordinance No. 543, as amended, and any and all permits granted under this Resolution shall continue so long as an active Executive Order imposes seating and distancing limitations on these establishments.

The following standards for a temporary outdoor dining area shall apply and the application for such use shall include the following information:

1. The location and size of the proposed temporary outdoor dining area in relation to parking and traffic circulation, both on and off the premises, and to streets giving access to it. The layout shall be

such that traffic to and from the use, and the assembly of persons in connection therewith, will not be hazardous or inconvenient nor unduly conflict with normal traffic flow. In applying this standard, the Director shall consider, among other things, convenient routes for pedestrian traffic, the relationship of the proposed temporary outdoor dining area to main traffic thoroughfares, vehicular turning movements, and the location and access of off-street parking.

2. The location and size of the proposed temporary outdoor dining area in relation to existing buildings, structures, or other features located on or off the premises, including paths of ingress and egress to such areas. That the capacity for outdoor dining shall not exceed one-half ($\frac{1}{2}$) of the allowable indoor seating pursuant to Executive Order.
3. Provisions for adequate lighting, ventilation, electrical, and fire safety.
4. Provisions for adequate off-street parking.
5. The arrangement, location and spacing of the outdoor seating taking into consideration proper social distancing requirements.
6. The location of any temporary hostess stands, waitstaff stands, restrooms, and consumer gathering areas taking into consideration proper social distancing requirements.
7. The limits of an outdoor dining area shall be properly delineated using either a temporary structure (i.e., open-sided tent and/or canopy), or by other means such as temporary bollards, fencing, landscaping, etc.
8. Where a liquor license issued by the MLCC allows for the consumption of alcohol on the premises, the temporary outdoor dining area shall be fully enclosed with temporary fencing as approved by the Director and shall be properly secured and equipped with gates or other approved openings to allow for emergency egress.
9. The consumption of all food and alcohol shall be restricted to within the building and the approved limits of the temporary outdoor dining patio.
10. The plans shall include adequate provisions for the collection and containment of all refuse.

11. Outdoor sound or video equipment, including televisions, live music, or entertainment, shall be prohibited in connection with a temporary outdoor dining area allowed under this Joint Declaration and Resolution.
12. All temporary outdoor dining areas allowed under this Joint Declaration and Resolution shall promptly close no later than 10:00 p.m. and shall remain closed for business until no earlier than 8:00 a.m. the following morning. This Joint Declaration and Resolution does not waive the City of Livonia noise ordinance.
13. Stormwater and natural drainage flow shall not be impeded.
14. Smoking in any part of an approved temporary outdoor dining area is strictly prohibited.

BE IT FURTHER RESOLVED, that temporary permits pursuant to this Joint Declaration and Resolution confer no vested rights or conforming use status and are revocable immediately upon the detection of any violation of law or MLCC regulation in connection with operations pursuant to this resolution. Any investments made in pursuit of operations pursuant to this resolution are made purely at the investor's risk. This Joint Declaration and Resolution shall continue so long as an active Executive Order of the Governor or the Director of the Department of Health and Human Services imposes seating and distancing limitations on these establishments.

During Audience Communication Amanda Carravallah discussed her belief that Livonia Police target black drivers.

Sarah Overwater requested that a Community Review Board be put in place for the Livonia Police Department.

On a motion by Bahr, supported by McCullough, and unanimously adopted, this 1,912th Regular Meeting of the Council of the City of Livonia was adjourned at 10:36 p.m. on January 13, 2021.

Susan M. Nash, City Clerk



REPORT TO THE LIVONIA CITY COUNCIL

City Clerk
January 13, 2021

MEETING DATE

January 25, 2021

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

ROLL CALL: Proposed Amendment to the Livonia Code of Ordinances (Vacating), as amended: Department of Law, re: 2020-09-03-04 submitted by Group 10 Management, on behalf of Laurel Investment L.L.C., to vacate an existing public utility easement, located on the west side of North Laurel Park Drive, between Six Mile Road and University Park Drive (17117 and 17123 North Laurel Park Drive, Holiday Inn) located on the Southeast 1/4 of Section 7.

First Reading given by Councilmember Cathy White on Wednesday, January 13, 2021.

BACKGROUND

RECOMMENDATION

FISCAL CONSIDERATION

ATTACHMENTS

1. R011321 Petition 2020-09-03-04 (Laurel Investment) 17117 and 17123 Laurel Park Dr FIRST READ
2. R011321 Petition 2020-09-03-04 Cover letter (Law)
3. R011321 Petition 2020-09-03-04 - Proposed Ord Amend (Holiday Inn) 17117 and 17123 N Laurel Pk Dr
4. R121420 Petition 2020-09-03-04 (Holiday Inn) 17117 and 17123 Laurel Park Dr CR 376-20
5. R121420 Petition 2020-09-03-04 Cover letter (Planning)
6. S120220 2020-09-03-04 Minutes
7. S120220 Petition 2020-09-03-04 Holiday Inn Council Packet (Planning)
8. R092120 Req to vacate public utility easement (Holiday Inn) 17117 and 17123 Laurel Park Drive CR 268-20
9. S090920 Req to vacate public utility easement (Holiday Inn) 17117 and 17123 Laurel Park Drive

APPROVED BY

Regular Meeting Minutes of January 13, 2021

White gave first reading to the following Ordinance:

VACATE

Petition 2020-09-03-04
(Laurel Investment)

Approval to vacate the
public utility easement
within the Holiday Inn
property located at
17117 and 17123 North
Laurel Park Drive,
Parcel ID Nos.
46-028-99-0006-008
and
46-028-99-0006-007

(FIRST READ)

AN ORDINANCE VACATING THE USE OF PORTIONS OF STREET,
ALLEY AND PUBLIC GROUND. (Petition 2020-09-03-04)

The foregoing Ordinance, when adopted, is filed in the Journal of
Ordinances in the Office of the City Clerk and is the same as if word for word
repeated herein. The above Ordinance was placed on the table for consideration
at an upcoming Regular meeting.

REGULAR MEETING OF January 13, 2021

**Councilmembers Present: White, McCullough, Donovic, Jolly, Toy, Bahr,
McIntyre**

Councilmember(s) Absent: None



REPORT TO THE LIVONIA CITY COUNCIL

Law

December 16, 2020

MEETING DATE

January 13, 2021

PREPARED BY

Brenda Smyser, Program Supervisor, Law

AGENDA ITEM

PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES (VACATING), AS AMENDED:
Department of Law, re: 2020-09-03-04 submitted by Group 10 Management, on behalf of Laurel Investment L.L.C., to vacate an existing public utility easement, located on the west side of North Laurel Park Drive, between Six Mile Road and University Park Drive (17117 and 17123 North Laurel Park Drive, Holiday Inn) located on the Southeast ¼ of Section 7.

BACKGROUND

Council Resolution Nos 268-20 and 276-20

RECOMMENDATION

First Reading

FISCAL CONSIDERATION

ATTACHMENTS

1. R121420 Petition 2020-09-03-04 Cover
2. S120220 2020-09-03-04 Minutes
3. Pet. 2020-09-03-04 - Holiday Inn
4. R011321 2020-09-03-04 (Holiday Inn) Vacating Ordinance
5. R011321 Petition 2020-09-03-04 (Holiday Inn) Response from Planning
6. S090920 Req to vacate public utility easement (Holiday Inn) 17117 and 17123 Laurel Park Drive (VACATE)

APPROVED BY

A handwritten signature in blue ink, appearing to be "Brenda Smyser".

Date: December 16, 2020

Paul Bernier, City Attorney

A handwritten signature in black ink, appearing to read "Maureen Miller Brosnan". The signature is written in a cursive, flowing style.

Date: December 17, 2020

Maureen Miller Brosnan, Mayor

**AN ORDINANCE VACATING THE USE OF PORTIONS
OF STREET, ALLEY AND PUBLIC GROUND.**

THE CITY OF LIVONIA ORDAINS:

Section 1. The report and recommendation of the City Planning Commission, dated November 12, 2020, setting forth its resolution #11-57-2020 on Petition 2020-09-03-04 submitted by Group 10 Management, on behalf of Laurel Investment L.L.C., requesting to vacate the existing public utility easement at 17117 and 17123 North Laurel Park Drive (Holiday Inn), located on the west side of North Laurel Park Drive, between Six Mile Road and University Park Drive, in the Southeast 1/4 of Section 7, City of Livonia, Wayne County, Michigan, is hereby accepted and adopted and the Council does hereby approve all proceedings on said Petition 2020-09-03-04, it appearing that a public hearing thereon was held on November 10, 2020, as provided by law and that the proper notices of such hearing were given.

Section 2. Pursuant to Chapter 8 of Title 12 of the Livonia Code of Ordinances, as amended, the City of Livonia's use of the following property is hereby vacated:

The centerline of a twenty (20) foot wide easement being more particularly described as follows:

Commencing at the S.E. corner of Section 7, T.1S., R.9E., City of Livonia, Wayne County, Michigan, thence S 89° 58' W along the South line of said Section 7, 1,571.73 feet; thence N 0°02' W, 90.00 feet to a point on the North line of the Six Mile Road; thence continuing N 0°02' W, 158.00 feet to a point of curve; thence Northeasterly on a curve to the right 131.25 feet measured along the arc of said curve to a point-of-tangent, said curve having a radius of 160.00 feet and a central angle of 47°00'; thence N 46°58' E, 166.85 feet to the Westerly right-of-way line of North Laurel Park Drive (86 feet wide); thence N 43°02' W and along said Westerly right-of-way line 87 feet to the Point of Beginning of the center line of said twenty (20) foot wide easement; thence S 44°58' W, 194.00 feet to a point called "A"; thence continuing S 44°58' W, 26.00 feet to a point called "B"; thence continuing S 44°58' W, 33.00 feet; thence S 45°02' E, 68.00 feet; thence S

44°58' W, 235.00 feet; thence N 45°02' W, 70.00 feet; thence S 89°58' W, 303.00 feet; thence N 0°02' W, 12.00 feet for a terminus; thence continuing said easement from point "A", N 45°02' W, 233.00 feet to a point called "C"; thence N 44°58' E, 220.00 feet to a point on the Westerly right-of-way line of North Laurel Park Drive for a terminus; thence continuing said easement from point "B", S 45°02' E, 26.00 feet for a terminus; thence continuing said easement front point "C", N 45°02' W, 7.00 feet; thence S 89°58' W, 160.00 feet to a point called "D"; thence continuing S 89°58' W, 207.00 feet; thence S 0°02' E, 55.00 feet for a terminus; thence continuing said easement from point "D", S 0°02' E, 55.00 for a terminus.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 4. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.

Regular Meeting Minutes of December 14, 2020

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

VACATE

Petition 2020-09-03-04
(Laurel Investment LLC/
Group 10 Management)
Approval to vacate the
existing public utility
easement located on the
west side of North Laurel
Park Drive, between Six Mile
Road and University Park
Drive (17117 and 17123
North Laurel Park Drive,
Holiday Inn) Section 7

#376-20 RESOLVED, that having considered a communication from the City Planning Commission, dated November 12, 2020, which transmits its resolution #11-57- 2020, adopted on November 10, 2020, with regard to Petition 2020-09-03-04, submitted by Group 10 Management on behalf of Laurel Investment L.L.C., to determine whether or not to vacate the existing public utility easement located on the west side of North Laurel Park Drive, between Six Mile Road and University Park Drive (17117 and 17123 North Laurel Park Drive, Holiday Inn) in the Southeast ¼ of Section 7, the Council does hereby concur in the recommendation of the City Planning Commission and does grant and approve the said Petition 2020-09-03-04, and the Department of Law is hereby requested to prepare the necessary vacating ordinance in accordance with this resolution.

A roll call vote was taken on the foregoing resolutions with the following result:

AYES: Toy, Bahr, White, McCullough, Donovic, Jolly and McIntyre

NAYS: None

The President declared the resolutions adopted.

CONSENT AGENDA (Regular Meeting of December 14, 2020)
--

Motion by: White

Seconded by: Jolly

ROLL CALL:

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

Nays: None

Absent: None



REPORT TO THE LIVONIA CITY COUNCIL

Planning

November 17, 2020

MEETING DATE

December 14, 2020

PREPARED BY

Stephanie Reece, Program
Supervisor, Planning

AGENDA ITEM

VACATING PETITION: Planning Commission, re: Petition 2020-09-03-04 submitted by Group 10 Management, on behalf of Laurel Investment L.L.C. to determine whether or not to vacate the existing public utility easement located on the west side of North Laurel Park Drive, between Six Mile Road and University Park Drive (17117 and 17123 North Laurel Park Drive, Holiday Inn) in the Southeast $\frac{1}{4}$ of Section 7. (CR 268-20)

BACKGROUND

pursuant to Section 12.08 of the Livonia Code of Ordinances of the City of Livonia, as amended, to determine whether or not to vacate the existing public utility easement at 17117 and 17123 North Laurel Park Drive (Holiday Inn), located on the west side of North Laurel Park Drive, between Six Mile Road and University Park Drive in the Southeast $\frac{1}{4}$ of Section 7.

RECOMMENDATION

FISCAL CONSIDERATION

ATTACHMENTS

1. 2020-09-03-04_Holiday Inn_E-COUNCIL Pkt
2. S090920 Req to vacate public utility easement (Holiday Inn) 17117 and 17123 Laurel Park Drive (VACATE)

APPROVED BY

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 2, 2020**

Meeting was called to order via Zoom remote technology at 8:03 p.m. by Vice President Scott Bahr. Present: Laura Toy (Livonia, Michigan), Scott Bahr (Livonia, Michigan), Cathy White (Lehigh Acres, Florida), Brandon McCullough (Livonia, Michigan), Rob Donovic (Deployed), Jim Jolly (Livonia, Michigan) and President Kathleen McIntyre (Arrived 8:04 p.m.) (Livonia, Michigan). Absent: None

Councilmember Toy led the meeting in the Invocation.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Dave Lear, Assistant City Engineer; Paul Bernier, City Attorney; Susan Nash, City Clerk; Mike Slater, Director of Finance; Dave Heavener, Fire Chief; Casey O'Neil, Director of Information Systems; Don Rohraff, Director of Public Works; and Jacob Rushlow, Superintendent of Public Service.

- 10) VACATING PETITION: Planning Commission, re: Petition 2020-09-03-04 submitted by Group 10 Management, on behalf of Laurel Investment L.L.C. to determine whether or not to vacate the existing public utility easement located on the west side of North Laurel Park Drive, between Six Mile Road and University Park Drive (17117 and 17123 North Laurel Park Drive, Holiday Inn) in the Southeast ¼ of Section 7. (CR 268-20)

Mark Taormina, Director of Planning and Economic Development, presented this request to Council. He stated what you're looking at is the aerial photograph of the old Holiday Inn and you can see how it's positioned. This is the configuration of the easements that they requested to be vacated, so you can see that it's designed specifically for the building. These are no longer necessary on these, utilities and easements have been established to service the new Holiday Inn so the request in front of you is simply to vacate the old easements which are no longer needed.

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

DIRECTION:

APPROVING

CONSENT

Petition 2020-09-03-04 submitted by Group 10 Management, on behalf of Laurel Investment L.L.C., pursuant to Section 12.08 of the Livonia Code of Ordinances of the City of Livonia, as amended, to determine whether or not to vacate the existing public utility easement at 17117 and 17123 North Laurel Park Drive (Holiday Inn), located on the west side of North Laurel Park Drive, between Six Mile Road and University Park Drive in the Southeast $\frac{1}{4}$ of Section 7.

PLANNING COMMISSION

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



MAUREEN MILLER BROSNAN
MAYOR

MARK TAORMINA
PLANNING & ECONOMIC
DEVELOPMENT DIRECTOR

SCOTT O. MILLER
PLANNER IV

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

November 12, 2020

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2020-09-03-04 – Holiday Inn

Dear Council Members:

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

#11-57-2020 **RESOLVED**, That pursuant to a Public Hearing having been held by the City Planning Commission on November 10, 2020, on Petition 2020-09-03-04 submitted by Group 10 Management, on behalf of Laurel Investment L.L.C., pursuant to Section 12.08 of the Livonia Code of Ordinances of the City of Livonia, as amended, to determine whether or not to vacate the existing public utility easement at 17117 and 17123 North Laurel Park Drive (Holiday Inn), located on the west side of North Laurel Park Drive, between Six Mile Road and University Park Drive in the Southeast ¼ of Section 7, the Planning Commission does hereby recommend to the City Council that Petition 2020-09-01-07 be approved for the following reasons:

1. That with the demolition of the old hotel and redevelopment of the property as a new six-story hotel, this part of the easement is no longer needed for public utility purposes.
2. That the work has been completed, and upon vacation of the old easement, a new easement will be recorded that encompasses the relocated section(s) of utilities, and
3. No reporting City department or public utility has objected to the proposed vacating.

To: Honorable Members of the Council
Re: 2020-09-03-04 – Holiday Inn

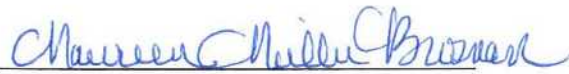
November 12, 2020
Page 2

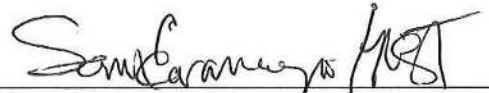
FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 12.08.030 of Zoning Ordinance #543, as amended.

Very truly yours,

APPROVED FOR SUBMISSION

CITY PLANNING COMMISSION


Maureen Miller Brosnan, Mayor


Sam Caramagno, Secretary

cc: Mayor, Clerk, Law
Group 10 Management, 29200 Northwestern Hwy., Ste 450, Southfield, MI 48034
Laurel Investment LLC, 29200 Northwestern Hwy., Ste 450, Southfield, MI 48034



29200 Northwestern Highway
Suite 450
Southfield, Michigan 48034
248-855-2100 (p) 248-855-1080 (f)

XC: Law-Approve as to
Eng 8/7/20 Form
Planning (LM)

July 27, 2020

City Council
Livonia City Hall
33000 Civic Center Drive
Livonia, MI 48154-3097

RE: Vacating of Grant of Easement

Dear City Council:

We accept this letter as our desire to vacate the Grant of Easement recorded in Liber 24162 page 568, a copy of which is attached. Also enclosed is a copy of the survey is also attached which highlights the easement we wish to vacate as well as the required \$650.00 fee.

Please contact Alan Baskins at 248-855-2100 ext.131 or abaskins@group10.net if you have questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Majid Koza".

Majid Koza
Manager

RECEIVED
AUG 07 2020
CITY OF LIVONIA
ENGINEERING DEPARTMENT

2020 AUG -7 AM 10:14
RECEIVED
CITY OF LIVONIA

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
City Engineer

DAVID W. LEAR, P.E.
Assistant City Engineer



MAUREEN MILLER BROSNAN
MAYOR

DONALD R. ROHRAFF
Director of Public Works

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
(734) 466-2571
FAX: (734) 466-2195

August 11, 2020

Honorable Members of the City Council
City of Livonia

**Re: Vacation of the Public Utility Easement
in S.E. ¼ of Section 7
Holiday Inn (#17117 and #17123 North Laurel Park Drive)
Parcel I.D. Nos. 46 028-99-0006-008 & 046 028-99-0006-007**

Ladies and Gentlemen:

Pursuant to the July 27, 2020 request from Group 10 Management, on behalf of the owners, Laurel Investment, LLC, the Law Department has approved the request as to form and the Engineering Division has reviewed the utilities located on the property in question and found that the request for the vacation of the public utility easement is warranted.

In order to proceed, the Engineering Division respectfully requests that the City Council do all things necessary for the vacation of the following public utility easement (previously recorded in Liber 24162, page 568, Wayne County Records):

The centerline of a twenty (20) foot wide easement being more particularly described as follows:

Commencing at the S.E. corner of Section 7, T.1S., R.9E., City of Livonia, Wayne County, Michigan, thence S 89° 58' W along the South line of said Section 7, 1,571.73 feet; thence N 0°02' W, 90.00 feet to a point on the North line of the Six Mile Road; thence continuing N 0°02' W, 158.00 feet to a point of curve; thence Northeasterly on a curve to the right 131.25 feet measured along the arc of said curve to a point-of-tangent, said curve having a radius of 160.00 feet and a central angle of 47°00'; thence N 46°58' E, 166.85 feet to the Westerly right-of-way line of North Laurel Park Drive (86 feet wide); thence N 43°02' W and along said Westerly right-of-way line 87 feet to the Point of Beginning of the center line of said twenty (20) foot wide easement; thence S 44°58' W, 194.00 feet to a point called "A"; thence continuing S 44°58' W, 26.00 feet to a point called "B"; thence continuing S 44°58' W, 33.00 feet; thence S 45°02' E, 68.00 feet; thence S 44°58' W, 235.00 feet; thence N 45°02' W, 70.00 feet; thence S 89°58' W, 303.00 feet; thence N 0°02' W, 12.00 feet for a terminus; thence continuing

To: Honorable Members of the City Council
Re: Vacation of the Public Utility Easement
S.E. ¼ of Section 7
Holiday Inn (17117 & 17123 North Laurel Park Drive)
Property ID's #46-028-99-0006-008 & #46-028-99-0006-007

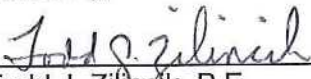
August 11, 2020
Page 2 of 2

said easement from point "A", N 45°02' W, 233.00 feet to a point called "C"; thence N 44°58' E, 220.00 feet to a point on the Westerly right-of-way line of North Laurel Park Drive for a terminus; thence continuing said easement from point "B", S 45°02' E, 26.00 feet for a terminus; thence continuing said easement front point "C", N 45°02' W, 7.00 feet; thence S 89°58' W, 160.00 feet to a point called "D"; thence continuing S 89°58' W, 207.00 feet; thence S 0°02' E, 55.00 feet for a terminus; thence continuing said easement from point "D", S 0°02' E, 55.00 feet for a terminus.

A map with the original easement to be vacated is attached:

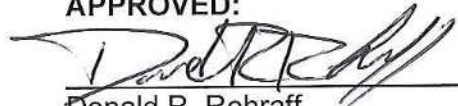
Should you have any questions, please feel free to contact this office.

Sincerely,



Todd J. Zilinski, P.E.
City Engineer

APPROVED:



Donald R. Rohraff
Director of Public Works

APPROVED AS TO FORM:



Paul A. Bernier
City Attorney

APPROVED FOR SUBMISSION:

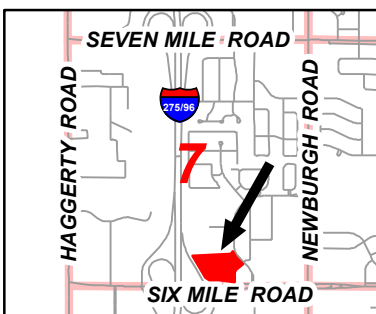
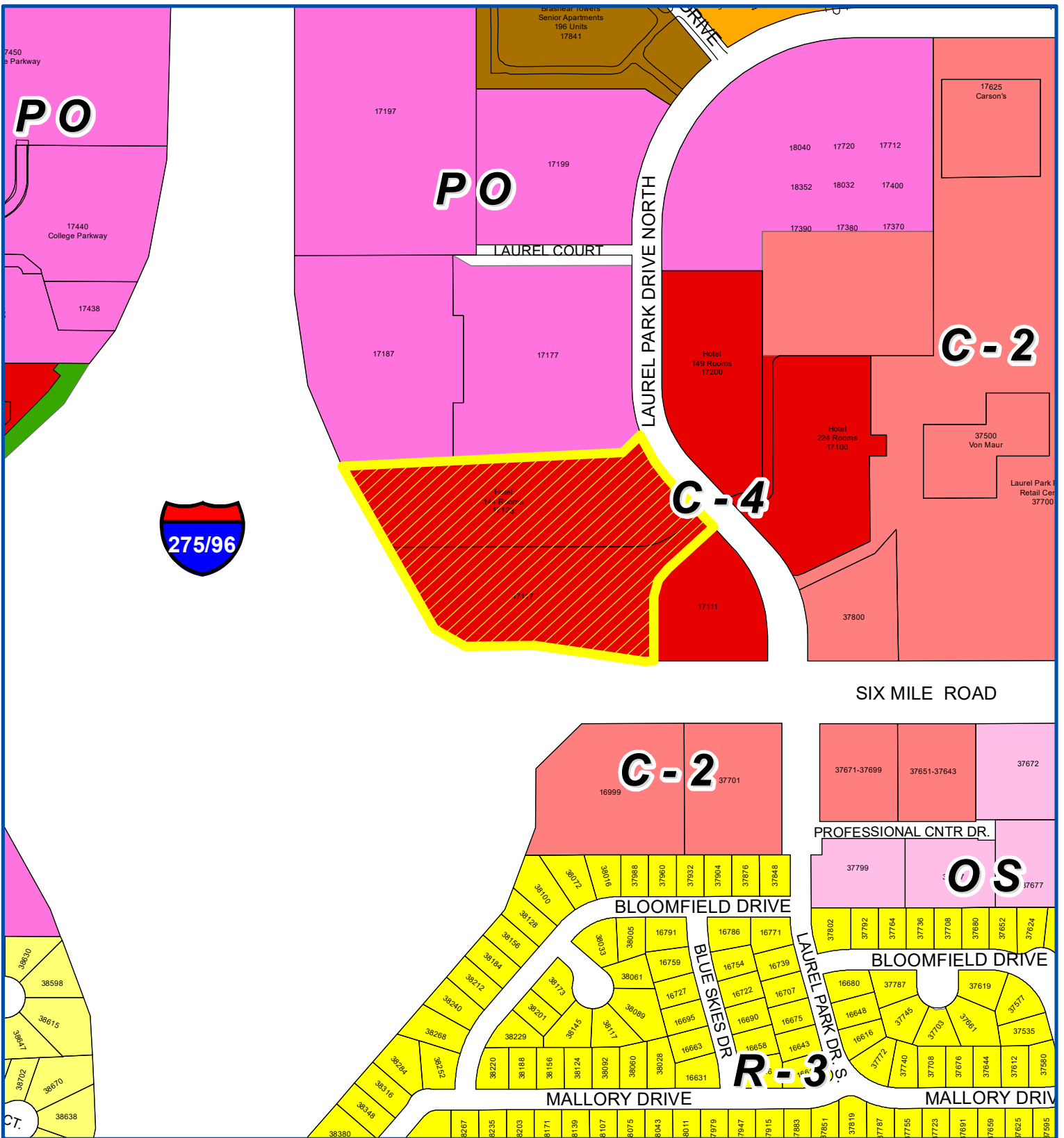


Maureen Miller Brosnan, Mayor
CITY OF LIVONIA

Attachment

cc: Mr. Majid Koza, Group 10 Management, 29200 Northwestern Highway, Ste 450, Southfield, MI 48034
DPW
File





Address & Zoning Map

Petition 2020-09-03-04

Holiday Inn

**17117 and 17123 North Laurel Park Drive
Vacate Public Utility Easement**



Not to Scale

City of Livonia
Planning Department

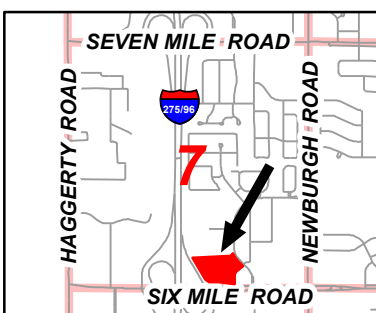


Aerial Map

Petition 2020-09-03-04

Holiday Inn

**17117 and 17123 North Laurel Park Drive
Vacate Public Utility Easement**



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 3

Petition 2020-09-03-04 submitted by Group 10 Management, on behalf of Laurel Investment L.L.C., pursuant to Section 12.08 of the Livonia Code of Ordinances of the City of Livonia, as amended, to determine whether or not to vacate the existing public utility easement at 17117 and 17123 North Laurel Park Drive (Holiday Inn), located on the west side of North Laurel Park Drive, between Six Mile Road and University Park Drive in the Southeast $\frac{1}{4}$ of Section 7.

October 27, 2020 Study Meeting:

This petition involves a request to vacate an existing public utility easement located at the site of the Holiday Inn Detroit Northwest – Livonia on North Laurel Park Drive, just north of Six Mile Road. The existing six-story hotel received site plan approval in 2015, replacing a three-story Holiday Inn hotel.

When the Holidome was originally constructed in 1979, a 20-foot wide public utility easement was established to service the hotel. With the demolition of the old hotel and redevelopment of the property, the utilities were relocated, thus eliminating the need for the original easement. Attached is a survey illustrating the sections to be vacated.

The City Engineering Division has no objections to the request. City ordinance requires that vacating petitions first have a public hearing by the Planning Commission with a report and recommendation submitted to the City Council. Notice of this petition to vacate the easements has been provided to all known utility and communications companies.

November 10, 2020 Public Hearing:

Approving Resolution: That the request to vacate the existing public utility easement at 17117 and 17123 North Laurel Park Drive is hereby approved for the following reasons:

1. That with the demolition of the old hotel and redevelopment of the property as a new six-story hotel, this part of the easement is no longer needed for public utility purposes.
2. That the work has been completed, and upon vacation of the old easement, a new easement will be recorded that encompasses the relocated section(s) of utilities, and
3. No reporting City department or public utility has objected to the proposed vacating.

DEPARTMENT OF FINANCE

Michael T. Slater
DIRECTOR OF FINANCE

Connie Kumpula
CHIEF ACCOUNTANT



MAUREEN MILLER BROSAN
MAYOR

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

September 24, 2020

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

Petition 2020-09-03-04 -- 17117 and 17123 Avondale - Holiday Inn

Dear Mr. Miller,

I have reviewed the address connected with the above noted petition. There are no past due amounts receivable, however, their water bill of \$3,328.40 is currently due on October 9, 2020. 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
p

OFFICE OF THE TREASURER

LYNDA L. SCHEEL
CITY TREASURER



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

September 28, 2020

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

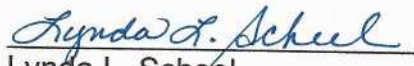
Re: Petition 2020-09-03-04

17117 and 17123 North Laurel Park Drive
Holiday Inn (Laurel Investment L.L.C.)

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

UNAPPROVED MINUTES

1

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

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

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

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

Members absent: None

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

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

ITEM #3 PETITION 2020-09-03-04

Holiday Inn

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2020-09-03-04 submitted by Group 10 Management, on behalf of Laurel Investment L.L.C., pursuant to Section 12.08 of the Livonia Code of Ordinances of the City of Livonia, as amended, to determine whether or not to vacate the existing public utility easement at 17117 and 17123 North Laurel Park Drive (Holiday Inn), located on the west side of North Laurel Park Drive,

between Six Mile Road and University Park Drive in the Southeast $\frac{1}{4}$ of Section 7.

Mr. Taormina: This is more or less a housekeeping matter. It is a petition involving the vacating of an existing public utility easement that is located at the Holiday Inn at Six Mile Road and North Laurel Park Drive. It was in 2015 when the city approved the construction of the new six-story hotel that replaced the old Holidome. When the Holidome was built about 40 years ago, twenty-foot wide public utility easements were created to service the hotel with sanitary and water service. With the demolition of the old hotel and the redevelopment of the property, the utilities were relocated to the new easements, hence eliminating the need for these original easements. You can see the plan in the areas highlighted in red. They represent the easements that would be vacated as part of this petition. We have two items of correspondence. The first item is from the Finance Department, dated September 24, 2020, which reads as follows: *I have reviewed the address connected with the above noted petition. There are no past due amounts receivable, however, their water bill of \$3,328.40 is currently due on October 9, 2020. I have no objections to the proposal.* The letter is signed by Connie Kumpula, Chief Accountant. Presumably, that bill has been paid. We have Kenny Koza on the call, and he can verify that. The next letter is from the Treasurer's Department, dated September 28, 2020, which reads as follows: *"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."* The letter is signed by Lynda Scheel, Treasurer. That is the extent of the correspondence.

Mr. Wilshaw: Are there any questions of the Planning Director? If not, we have Mr. Koza in the audience. I will give him an opportunity to speak if he would like to address anything on this petition. Good evening, Mr. Koza. We see that you have unmuted yourself, but we don't hear you. Is there anyone else in the audience here for this petition? If so, if you could click raise hand. I don't see anybody else here for this petition. Is there anybody in the audience that wishes to speak for or against this item? I am not seeing anyone there Mr. Koza, you are unmuted, but we are not hearing your audio. If you are speaking, we do not hear you. This is a fairly non-controversial housekeeping item as you mentioned, Mr. Taormina. I don't think it is going to be too controversial when we get to a motion. Is there any additional questions or comments from any of the

Commissioners? If not, I will close the public hearing and ask for a motion.

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

#11-57-2020 **RESOLVED**, That pursuant to a Public Hearing having been held by the City Planning Commission on November 9, 2020, on Petition 2020-09-03-04 submitted by Group 10 Management, on behalf of Laurel Investment L.L.C., pursuant to Section 12.08 of the Livonia Code of Ordinances of the City of Livonia, as amended, to determine whether or not to vacate the existing public utility easement at 17117 and 17123 North Laurel Park Drive (Holiday Inn), located on the west side of North Laurel Park Drive, between Six Mile Road and University Park Drive in the Southeast $\frac{1}{4}$ of Section 7. the Planning Commission does hereby recommend to the City Council that Petition 2020-09-01-07 be approved for the following reasons:

1. That with the demolition of the old hotel and redevelopment of the property as a new six-story hotel, this part of the easement is no longer needed for public utility purposes.
2. That the work has been completed, and upon vacation of the old easement, a new easement will be recorded that encompasses the relocated section(s) of utilities, and
3. No reporting City department or public utility has objected to the proposed vacating.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 12.08.030 of Zoning Ordinance #543, as amended.

Regular Meeting Minutes of September 21, 2020

VACATE

Request to vacate the public utility easement within the Holiday Inn property located at 17117 and 17123 North Laurel Park Drive, Parcel ID Nos. 46-028-99-0006-008 and 46-028-99-0006-007

(Refer to Planning Commission)

#268-20 RESOLVED, that having considered a communication from the City Engineer, dated August 11, 2020, approved by the Director of Public Works, approved as to form by the City Attorney, and approved for submission by the Mayor, to which is attached a communication from Majid Koza, Manager, Group 10 Management, on behalf of Laurel Investment, LLC, dated July 27, 2020, wherein a request is submitted to vacate the public utility easement within the Holiday Inn property located at 17117 and 17123 North Laurel Park Drive, Parcel ID Nos. 46-028-99-0006-008 and 46-028-99-0006-007, the Council does hereby refer this item to the City Planning Commission for action and recommendation in accordance with provisions of law and City Ordinance.

September 21, 2020

CONSENT AGENDA (Regular Meeting of September 21, 2020)

Motion by: Bahr

Seconded by: Jolly

ROLL CALL:

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

Nays: None

Absent: None

Regular Meeting Minutes of September 21, 2020

VACATE

Request to vacate the public utility easement within the Holiday Inn property located at 17117 and 17123 North Laurel Park Drive, Parcel ID Nos. 46-028-99-0006-008 and 46-028-99-0006-007
(Refer to Planning Commission)

#268-20 RESOLVED, that having considered a communication from the City Engineer, dated August 11, 2020, approved by the Director of Public Works, approved as to form by the City Attorney, and approved for submission by the Mayor, to which is attached a communication from Majid Koza, Manager, Group 10 Management, on behalf of Laurel Investment, LLC, dated July 27, 2020, wherein a request is submitted to vacate the public utility easement within the Holiday Inn property located at 17117 and 17123 North Laurel Park Drive, Parcel ID Nos. 46-028-99-0006-008 and 46-028-99-0006-007, the Council does hereby refer this item to the City Planning Commission for action and recommendation in accordance with provisions of law and City Ordinance.

September 21, 2020

CONSENT AGENDA (Regular Meeting of September 21, 2020)

Motion by: Bahr

Seconded by: Jolly

ROLL CALL:

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

Nays: None

Absent: None

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD SEPTEMBER 9, 2020**

Meeting was called to order via Zoom remote technology at 9:25 p.m. by President Kathleen McIntyre. Present: Scott Bahr, Cathy White, Brandon McCullough, Rob Donovic, Jim Jolly, Laura Toy, and Kathleen McIntyre. Absent: None.

Vice President Bahr led the meeting with an Invocation.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Lynda Scheel, Treasurer; Connie Kumpula, Chief Accountant; Tom Hritz, Accountant II; Casey O'Neil, Director of Information Systems; Jacob Rushlow, Superintendent of Public Service; and Doug Moore, Assistant Director of Public Works.

9. VACATING REQUEST: Engineering Division, re: to vacate a public utility easement located within the Holiday Inn, located at 17117 and 17123 North Laurel Park Drive. Parcel I.D. Nos. 46 028-99-0006-008 & 046 028-99-0006-007.

Todd Zilincik, City Engineer, presented this request to Council. He stated this is a housekeeping issue. As you know, the Holiday Inn was built a couple years ago on Newburgh just north of Six Mile and we're just trying to do clean-up on the 20-foot easement that was recorded back in 1988. They are looking to develop the south portion of that development in the near future but Group 10 had asked for a vacation, giving this to City Council for their review and go to the Planning Commission, let it circumvent its course and come back hopefully with no issues.

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

Zilincik clarified that it will be sent to the Planning Commission for their review and run its course.

DIRECTION: REFER TO PLANNING COMMISSION CONSENT

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
City Engineer

DAVID W. LEAR, P.E.
Assistant City Engineer



MAUREEN MILLER BROSNAN
MAYOR

DONALD R. ROHRAFF
Director of Public Works

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
(734) 466-2571
FAX: (734) 466-2195

August 11, 2020

Honorable Members of the City Council
City of Livonia

**Re: Vacation of the Public Utility Easement
in S.E. ¼ of Section 7
Holiday Inn (#17117 and #17123 North Laurel Park Drive)
Parcel I.D. Nos. 46 028-99-0006-008 & 046 028-99-0006-007**

Ladies and Gentlemen:

Pursuant to the July 27, 2020 request from Group 10 Management, on behalf of the owners, Laurel Investment, LLC, the Law Department has approved the request as to form and the Engineering Division has reviewed the utilities located on the property in question and found that the request for the vacation of the public utility easement is warranted.

In order to proceed, the Engineering Division respectfully requests that the City Council do all things necessary for the vacation of the following public utility easement (previously recorded in Liber 24162, page 568, Wayne County Records):

The centerline of a twenty (20) foot wide easement being more particularly described as follows:

Commencing at the S.E. corner of Section 7, T.1S., R.9E., City of Livonia, Wayne County, Michigan, thence S 89° 58' W along the South line of said Section 7, 1,571.73 feet; thence N 0°02' W, 90.00 feet to a point on the North line of the Six Mile Road; thence continuing N 0°02' W, 158.00 feet to a point of curve; thence Northeasterly on a curve to the right 131.25 feet measured along the arc of said curve to a point-of-tangent, said curve having a radius of 160.00 feet and a central angle of 47°00'; thence N 46°58' E, 166.85 feet to the Westerly right-of-way line of North Laurel Park Drive (86 feet wide); thence N 43°02' W and along said Westerly right-of-way line 87 feet to the Point of Beginning of the center line of said twenty (20) foot wide easement; thence S 44°58' W, 194.00 feet to a point called "A"; thence continuing S 44°58' W, 26.00 feet to a point called "B"; thence continuing S 44°58' W, 33.00 feet; thence S 45°02' E, 68.00 feet; thence S 44°58' W, 235.00 feet; thence N 45°02' W, 70.00 feet; thence S 89°58' W, 303.00 feet; thence N 0°02' W, 12.00 feet for a terminus; thence continuing

To: Honorable Members of the City Council
Re: Vacation of the Public Utility Easement
S.E. ¼ of Section 7
Holiday Inn (17117 & 17123 North Laurel Park Drive)
Property ID's #46-028-99-0006-008 & #46-028-99-0006-007

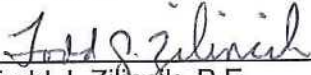
August 11, 2020
Page 2 of 2

said easement from point "A", N 45°02' W, 233.00 feet to a point called "C"; thence N 44°58' E, 220.00 feet to a point on the Westerly right-of-way line of North Laurel Park Drive for a terminus; thence continuing said easement from point "B", S 45°02' E, 26.00 feet for a terminus; thence continuing said easement front point "C", N 45°02' W, 7.00 feet; thence S 89°58' W, 160.00 feet to a point called "D"; thence continuing S 89°58' W, 207.00 feet; thence S 0°02' E, 55.00 feet for a terminus; thence continuing said easement from point "D", S 0°02' E, 55.00 feet for a terminus.

A map with the original easement to be vacated is attached:

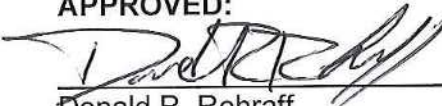
Should you have any questions, please feel free to contact this office.

Sincerely,



Todd J. Zilinski, P.E.
City Engineer

APPROVED:



Donald R. Rohraff
Director of Public Works

APPROVED AS TO FORM:



Paul A. Bernier
City Attorney

APPROVED FOR SUBMISSION:



Maureen Miller Brosnan, Mayor
CITY OF LIVONIA

Attachment

cc: Mr. Majid Koza, Group 10 Management, 29200 Northwestern Highway, Ste 450, Southfield, MI 48034
DPW
File





29200 Northwestern Highway
Suite 450
Southfield, Michigan 48034
248-855-2100 (p) 248-855-1080 (f)

XC: Law-Approve as to
Eng 8/7/20 Form
Planning (LM)

July 27, 2020

City Council
Livonia City Hall
33000 Civic Center Drive
Livonia, MI 48154-3097

RE: Vacating of Grant of Easement

Dear City Council:

We accept this letter as our desire to vacate the Grant of Easement recorded in Liber 24162 page 568, a copy of which is attached. Also enclosed is a copy of the survey is also attached which highlights the easement we wish to vacate as well as the required \$650.00 fee.

Please contact Alan Baskins at 248-855-2100 ext.131 or abaskins@group10.net if you have questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Majid Koza".

Majid Koza
Manager

RECEIVED
AUG 07 2020
CITY OF LIVONIA
ENGINEERING DEPARTMENT

2020 AUG -7 AM 10:14
RECEIVED
CITY OF LIVONIA

GRANT OF EASEMENT

Continental Case
U24162-568THIS INDENTURE, made this 23 day of November, 1988,
89062931between Corporate Property Associates 6 & 7
whose street number and post office address is 639 Hts Avenue 4th floor
New York NY 10022, parties of the first part, and the CITY OF
LIVONIA, a Michigan Municipal Corporation, party of the second part, whose street
number and post office address is 33000 Civic Center Drive, Livonia, Michigan 48154.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to them in hand paid by the said party of the second part, the receipt of which is hereby confessed and acknowledged, do by these presents grant unto the said party of the second part, its successors and assigns an easement for public purposes and use, in, unto and upon that certain piece of land situated in the City of Livonia, County of Wayne and State of Michigan, described as follows:

EASEMENT DESCRIPTION:

The center line of a twenty (20) foot wide easement being more particularly described as follows:

Commencing at the S.E. corner of Section 7, T.1S., R.9E., City of Livonia, Wayne County, Michigan, thence S. 89°58' West along the South line of said Section 7, 1571.73 feet; thence N. 0°02' West 90.00 feet to a point on the North line of the Six Mile Road; thence continuing N. 0°02' West 158.00 feet to a point of curve; thence Northeasterly on a curve to the right 131.25 feet measured along the arc of said curve to a point-of-tangent, said curve having a radius of 160.00 feet and a central angle of 47°00'; thence North 46°58' East 166.85 feet to the Westerly right-of-way line of North Laurel Park Drive (86 feet wide); thence N. 43°02' West 68.00 feet; thence S. 44°58' West 235.00 feet; thence N. 0°02' West 12.00 feet for a terminus; thence S. 89°58' West 303.00 feet; thence N. 44°58' East 220.00 feet to a point on the Westerly right-of-way line of North Laurel Park Drive for a terminus; thence continuing said easement front point "C" North 45°02' West 7.00 feet; thence South 89°58' West 160.00 feet to a point called "D"; thence continuing S. 89°58' West 207.00 feet; thence South 0°02' East 55.00 feet for a terminus; thence continuing said easement from point "D" S. 0°02' East 55.00 feet for a terminus.

including the right of access in the party of the second part to go over and upon that part of said piece of land of the parties of the first part, for public purposes and use, of the party of the second part providing that the granting of the above easement does not vest in the party of the second part authority to use any portion of said property for any purpose other than herein designated; provided also, that this easement shall continue only for such period of time as the said party of the second part, its successors and assigns, shall maintain same for public purposes and use.

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

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand and seal on the day and year first above written.

In the presence of:

Anthony Moly
Anthony Moly

Lisa M. Coleman
Lisa M. Coleman

Corporate Property Associates 6 and
Corporate Property Associates 7
By: Sixth City Corporate Property, Inc. and
Seventh City Corporate Property, Inc.
Corporate General Partners
By: Eve C. Goldberg
Eve C. Goldberg
Second Vice President

LEGAL DESCRIPTION
APPROVED
14/11/88

GRANT OF EASEMENT (Individual)

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

U24162-569

On this _____ day of _____, 19____, before me personally appeared

_____ to me
known to be the person described in and who executed the foregoing instrument and
acknowledged that _____ executed the same as _____ free act and deed.

Notary Public, _____ County, Michigan

My Commission expires: _____

GRANT OF EASEMENT (Partnership)

NEW YORK
STATE OF MICHIGAN)
New York SS
COUNTY OF WAYNE)

On this 23 day of November, 1988, before me personally appeared

Eve E. Goldberg who being by me duly
sworn, did say that she is a partner of the Corporate Property Associates, Inc.
a Michigan partnership, and that said instrument was signed in behalf of said partner-
ship, by authority of its articles of agreement, and the said partner acknowledged that
said instrument to be the free act and deed of said partnership.



VIRGINIA ROSE
Notary Public, State of New York
No. 31-4835810
Qualified in New York County
Commission Expires June 27, 1990

Virginia Rose
Notary Public, New York County, New York

My Commission expires: _____

GRANT OF EASEMENT (Corporate)

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this _____ day of _____, 19____, before me personally appeared

_____ to me
personally known, who being by me sworn, did each for himself say that they are respec-
tively the _____ and _____
of the _____ Corporation named in and which
executed the within instrument, and that the seal affixed to said instrument is the
corporate seal of said corporation, and the said instrument was signed and sealed in
behalf of said corporation by authority of its board of directors; and said
_____ acknowledged said instrument
to be the free act and deed of said corporation.

Notary Public, _____ County, Michigan

My Commission expires: _____

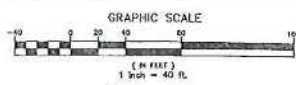
Prepared by Harry C. Tatigian
City Attorney
Department of Law
33000 Civic Center Drive
Livonia, Michigan 48154

Approved as to form:
DEPARTMENT OF LAW

Harry C. Tatigian
Harry C. Tatigian, City Attorney
Dated: 7-2-88

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

City of Uxton, Wayne County,
7, Town 1 South, Range 9 East;
left to a point on the North line of
the herein described. Thence S85°35'W
41'; thence S89°58'W continuing along
tray 1-275 and 1-28; thence
city line 14.87 feet; thence N89°01'W
and Park Drive (88 feet wide);
thence the line of said curve to a
point S43°02'E continuing along said
curve to a curve to the left 131.25 feet
60 feet and a central angle of



FLOOD NOTE:
BY GRAPHICAL PLOTTING, THE SUBJECT PARCEL LIES WITHIN "AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN" (ZONE X) PER FEMA FLOOD INSURANCE RATE MAP 26163C-0045C, EFFECTIVE FEBRUARY 2, 2012.

CAUTIONS
This publication was prepared for general information purposes and is not intended to provide a complete and exclusive description of the product or service. It is not intended to be used as a substitute for the product or service. It is not intended to be used as a basis for any legal action. It is not intended to be used as a basis for any legal action. It is not intended to be used as a basis for any legal action.

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t 248.669.9090
f 248.619.1044
e sales@pea-usa.com

GROUP 10 MANAGEMENT 30302 NORTHWESTERN HWY, STE 525 FARMINGTON HILLS, MI 48334	ALTAPRINS LAND TITLE SURVEY HOLIDAY INN - LIVONIA PART OF THE SW 1/4 OF SECTION 7, T. 10 N., R. 15 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN
DIGS	DW% EH BLUR KTR P.M. KTR

ORIGINAL ISSUE DATE: OCT 25, 2017
FEA JOB NO. 2015-043
SCALE: 1" = 40'
DRAWING NUMBER: ALTA

CERTIFICATE OF SURVEY
To: FIRST AMERICAN TITLE INSURANCE COMPANY
THE HUNTINGTON NATIONAL BANK
LAUREL INVESTMENT, LLC

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2015 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and include Items 2, 3, 4, 7(a)(1), 8, 9, 11, 13, and 16 of Table A thereof. This field work was completed on August 21, 2017.

Kerik T. Roach, PE (broach@pecha.com)
ME, P.E. No. 47271
Agent for PEA, Inc.





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

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

Received From: Group 10 Management
Address 29200 Northwestern Hwy. Ste 450
City 48034 Zip _____ Date 08/07/20
RE: Holiday Inn Livonia

CERTIFICATES

Dollar Amount

BIRTHS ☐ LF# _____ CC _____ PARCHMENT _____

DEATHS ☐ LF# _____ CC _____

PAID
AUG 07 2020

CITY OF LIVONIA

GENERAL

- ☐ Maps, Books
- ☐ F.O.I.A. Copies Holiday Inn
- ☐ Signs
- ☐ Grading Bond
- ☐ Petition, Waiver Vacating Petition
- ☐ Election Fees Grant of Easement
- ☒ Other

CASH ☐ CK# 003377

Total Amt. >

\$150.00

BY: SM

No.067655

CITIZEN'S COPY

Laurel Investment, LLC
DBA Holiday Inn Livonia
29200 Northwestern Highway, STE 450
Southfield, MI 48034

Hunington Bank
Operating

003377

74-347
724

Six Hundred Fifty and 00/100 Dollars

Check No.
003377

Date
7/28/2020

Amount
\$650.00

Pay
To The
Order
Of

City of Livonia
33000 Civic Center Drive
Livonia, MI 48154


Authorized Signature

⑈003377⑈ ⑆072403473⑆ 01382673222⑈

Laurel Investment, LLC

City of Livonia

003377

Date	Invoice No.	Invoice Date	Description	Amount
7/28/2020	200727	7/28/2020		650.00
Check Date 7/28/2020 Check Number 003377 Total				650.00



REPORT TO THE LIVONIA CITY COUNCIL

Law

December 18, 2020

MEETING DATE

January 25, 2021

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

REQUEST TO APPROVE FIFTH AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF LIVONIA AND NEW CINGULAR WIRELESS PCS, INC., d/b/a AT&T WIRELESS PCS, LLC: Department of Law, re: to rent space at the base of the tower for a natural gas-powered generator. (CR 241-20, 406-18, CR 29-12, CR 120-98, and CR 18-97)

BACKGROUND

CR Nos. 18-97, 120-98, 29-12, 406-18 and 241-20.

RECOMMENDATION

Approve and execute Fifth Amendment to Lease Agreement

FISCAL CONSIDERATION

ATTACHMENTS

1. AT&T Fifth Amendment to Lease
2. AT&T Fifth Amendment to Lease
3. S011812 Amendment to ATT - New Cingular Wireless PCS Lease Agreement to lease space on the Police Communication Cell Tower CR 421-20 (CELLULAR TOWER)

APPROVED BY

Mike Fisher, Chief Assistant City Attorney

Date: December 18,
2020

Paul Bernier, City Attorney

Date: December 18,
2020

Date: December 21,
2020

Benjamin McDermott, Deputy Chief of Police



Date: December 29,
2020

Michael Slater, Finance Director



Date: January 07, 2021

Maureen Miller Brosnan, Mayor

DEPARTMENT OF LAW

PAUL A. BERNIER
City Attorney

MICHAEL E. FISHER
Chief Assistant City Attorney

ERIC S. GOLDSTEIN
Assistant City Attorney

LEO D. NEVILLE
Assistant City Attorney



MAUREEN MILLER BROSNAN
MAYOR

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

December 16, 2020

TO: HONORABLE MEMBERS OF THE CITY COUNCIL

FROM: DEPARTMENT OF LAW

SUBJECT: Amendment to AT&T Lease of Livonia Police Department Cell Tower Space

REF: Council Resolution Nos. 18-97, 120-98, 29-12, 406-18 and 241-20

Dear Council Members:

Since 1997, a portion of the Livonia Police Department communications tower has been leased to AT&T for cellular communication services. The original lease was amended in 1998 to allow AT&T to move its antennas approximately 50 feet higher on the tower, at which time AT&T paid the City a \$15,000 one-time fee for agreeing to that amendment. In 2012, AT&T's lease was amended again, allowing three more AT&T antennas in return for an additional \$750 per month.

During the summer of 2017, AT&T brought forth a proposal to move and upgrade its equipment on the tower. The change was less substantial than in the previous instances, so the parties settled on a one-time payment of \$10,000 by AT&T for its Third Amendment to Lease Agreement. Then AT&T proposed adding heavier equipment to the tower, and the parties agreed that the market price for that change was \$7,500.00.

Now AT&T/New Cingular propose to rent space at the base of the tower for a natural gas-powered generator. The space involved is only 40 square feet, but space in that location is at something of a premium. So the parties have agreed to rent in the amount of \$150.00 per month, commencing on the first day of the month after installation begins.

Assuming the proposed fifth lease amendment meets with your approval – we are advised that it has already been approved by AT&T – please adopt a resolution in substantially the following form:

To: Honorable Members of the City Council
Re: Amendment to AT&T Lease of Livonia
Police Department Cell Tower Space

December 16, 2020
Page 2

RESOLVED, that having considered a communication from the Department of Law, dated December 2, 2020, in connection with a proposed Fifth Amendment to Lease Agreement between the City of Livonia and New Cingular Wireless PCS, LLC, a Delaware LLC, as successor-in-interest to AT&T Wireless PCS, LLC, to which is attached a site plan, drawn by First Group Engineering, and certified by Dennis W. Cobb of First Group Engineering on October 4, 2020, for the proposed upgrade to be made pursuant to said lease, THE COUNCIL DOES HEREBY AUTHORIZE THE MAYOR AND CITY CLERK, FOR AND ON BEHALF OF THE CITY OF LIVONIA, TO EXECUTE THE PROPOSED FIFTH AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF LIVONIA AND NEW CINGULAR WIRELESS PCS, LLC, AS SUCCESSOR-IN-INTEREST TO AT&T WIRELESS PCS, LLC, SUBJECT TO APPROVAL AS TO FORM BY THE DEPARTMENT OF LAW, and the Mayor and City Clerk are hereby requested to do all things necessary or incidental to the full performance of this resolution.

Approved for submission:

Very truly yours,

Maureen Miller Brosnan, Mayor

Michael E. Fisher, Chief Assistant City Attorney

Paul A. Bernier, City Attorney

Deputy Chief Benjamin McDermott

Michael T. Slater, Director of Finance

MEF/cd
Attachment
cc: Mayor, Clerk, Finance, Police

Market: RIND
Cell Site Number: MI2109
Cell Site Name: LIVONIA POLICE TOWER
Fixed Asset Number: 10076130

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE AGREEMENT ("**Amendment**"), dated as of the latter of the signature dates below, is by and between City of Livonia, having a mailing address of 33000 Civic Center Drive, Livonia, MI 48154 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated January 30, 1997 ("**Lease**"), and amended same on February 26, 1998 (the "**First Amendment**"), January 26, 2012 (the "**Second Amendment**"), November 19, 2018 (the "**Third Amendment**") and August 17, 2020 (the "**Fourth Amendment**"), whereby Landlord leases to Tenant certain Premises, therein described, that are a portion of the Property located at 15080 Farmington Road, Livonia, MI 48154 ("**Agreement**"); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

- 1. New Premises Area.** Landlord agrees to increase the size of the Premises leased to Tenant by 4 foot by 10 foot (40 square feet) to accommodate Tenant's needs. Upon the execution of this Amendment, Landlord leases to Tenant the additional premises described on attached Exhibit 1 ("**New Premises Area**"). Landlord's execution of this Amendment will signify Landlord's approval of Exhibit 1-A. The Premises under the Agreement prior to this Amendment in addition to the New Premises Area under this Amendment shall be the Premises under the Agreement.

2. **Natural Gas Generator.** Tenant shall have the right to install, repair, maintain, modify, replace, remove, utilize and operate (including but not limited to operate as may be required by applicable law) equipment within the New Premises Area, including without limitation a concrete pad and generator thereon, including back-up power supply. Tenant shall have the right to access the New Premises Area, and any provisions in the Agreement governing access shall apply to such access. The natural gas generator shall remain the property of Tenant, and Tenant shall have the right to remove or modify it at any time.
3. **Rent.** Commencing the first day of the month following commencement of installation within the New Premises Area ("Increase Commencement Date"), Rent shall be increased by One Hundred Fifty and No/100 Dollars (\$150.00) per month, subject to further adjustments, if any, as provided in the Agreement; provided that the first such increased payment shall not be due until sixty (60) days after such commencement date and provided further that, any partial month occurring after the Increase Commencement Date, the increased Rent amount shall be pro-rated.
4. Tenant shall have the right to install and maintain cables from its equipment within the New Premises Area to its equipment within the compound area on the ground of the Premises within spaces and pathways mutually agreed to by the parties, agreement of Landlord not to be unreasonably withheld, delayed or conditioned on payment of additional consideration.
5. **Other.** Landlord represents and warrants that, to its knowledge, no conditions exist within the New Premises Area or otherwise on the property where the Premises and New Premises Area are located that would adversely impact Tenant's permitting and/or installation of a generator within the New Premises Area. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain any government approvals for Tenant's use of the New Premises Area under this Agreement and agrees, at Tenant's request, to reasonably assist Tenant with such applications and with obtaining and maintaining the government approvals. Where applicable law governs how the generator will be used, Tenant may use the generator in the manner set forth in applicable law. Tenant may terminate this Amendment by written notice to Landlord at any time, and the rent increase set forth in Section 3 shall not take effect or shall be cancelled, as applicable, following any such termination. Within one hundred twenty 120 days after termination of this Amendment, Tenant shall remove its equipment from the New Premises Area; provided that any portions of the equipment that Tenant fails to remove within such period and cessation of Tenant's operations at the New Premises Area shall be deemed abandoned. Tenant shall repair any damage, less ordinary wear and tear, to the New Premises Area caused by its removal activities.

NOTICES. All notices, requests, and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage

prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If _____ to _____
LANDLORD: _____

If _____ to New Cingular Wireless PCS, LLC
TENANT:
Attn: Network Real Estate
Administration
Re: Cell Site # MI2109
Cell Site Name: LIVONIA
POLICE TOWER (MI)
Fixed Asset #: 10076130
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # MI2109
Cell Site Name: LIVONIA
POLICE TOWER (MI)
Fixed Asset #: 10076130
AT&T Legal Department –
Network
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

6. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.
7. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.
8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Original Lease Agreement, any existing Amendments to the Agreement, and this Amendment, the terms of this Amendment shall control. Except as expressly set forth

in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

9. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Fifth Amendment to Ground Lease Agreement on the dates set forth below.

LANDLORD:

City of Livonia

TENANT:

New Cingular Wireless PCS, LLC, a
Delaware limited liability company

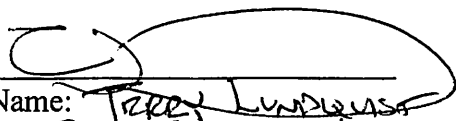
By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name:

Date:

By:  _____

Print Name: TERRY LUNDQUIST

Its: SR. REAL ESTATE & CONSTRUCTION MANAGER

Date: 11/16/2020

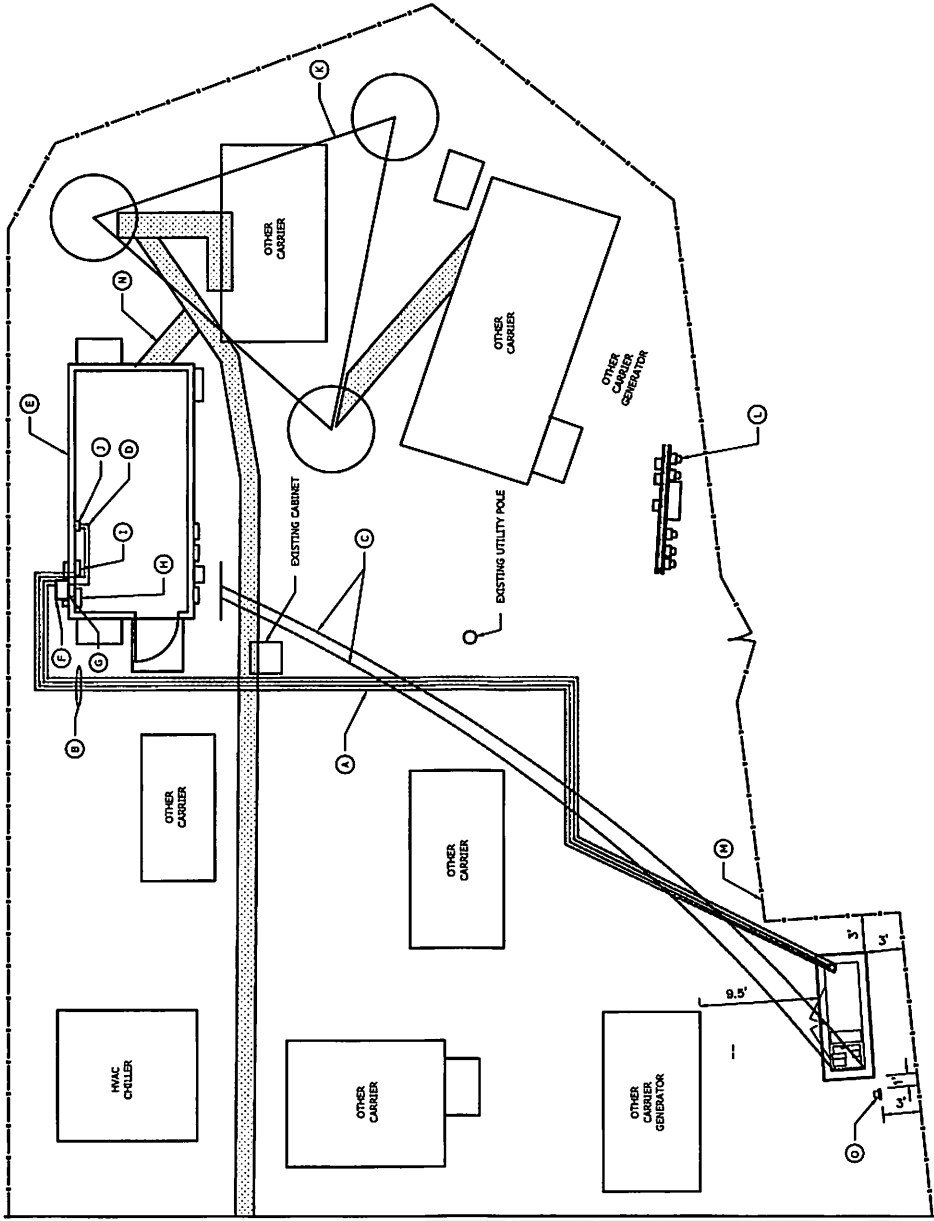
SCOPE OF WORK NOTES

GENERAL:

- NEW NATURAL GAS GENERATOR PROVIDED BY GENERAL DYNAMICS AND INSTALLED BY GENERAL CONTRACTOR.
 - NEW 4'-0" X 10'-0" CONCRETE PAD PROVIDED AND INSTALLED BY GENERAL CONTRACTOR (AS REQUIRED) SEE S-1.
 - NEW AUTOMATIC TRANSFER SWITCH PROVIDED BY GENERAL DYNAMICS AND INSTALLED BY CONTRACTOR (AS REQUIRED)
 - CONTRACTOR TO VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
 - CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.
- CONDUITS:
- INSTALL PULL STRING IN EACH CONDUIT.
 - (1) NEW 2" AND (1) NEW 1" ELECTRICAL CONDUITS WITH CONNECTORS TO RUN FROM NEW GENERATOR TO NEW ATS.
 - CONDUIT PROVIDED AND INSTALLED BY GENERAL CONTRACTOR. SEE E-1.
 - (2) NEW 1" ELECTRICAL CONDUIT WITH CONDUCTORS TO RUN FROM NEW GENERATOR TO AC PANEL. CONDUIT PROVIDED AND INSTALLED BY GENERAL CONTRACTOR. SEE E-1.
 - NEW 1" ALARM CONDUIT AND CABLEING PROVIDED AND INSTALLED BY GENERAL CONTRACTOR. SEE E-1.
- GROUNDING:
- NEW EXOTHERMIC CONNECTION FROM EXISTING GROUND RING TO NEW MECHANICAL CONNECTION AT GENERATOR CHASSIS. GENERAL CONTRACTOR TO VERIFY LOCATION IN FIELD. LOCATE GROUND RODS NO MORE THAN 16'-0" APART.
- H-FRAME:
- PROVIDE NEW H-FRAME IF REQUIRED. MATCH EXISTING H-FRAME MATERIAL FOR CONSTRUCTION OF NEW H-FRAME. USE ALL GALVANIZED COMPONENTS. WELD PLASTIC CAPS ON UNI-STRUTS. WEATHER CAPS ON TOPS OF PIPE AND CONCRETE.
 - SUPPORTS BELOW FROST LINE.
 - TOP OF FOOTING SHOULD BE AT LEAST 2' ABOVE EXISTING GROUND LEVEL.
 - SLOPE THE GROUND AWAY FROM THE H-FRAME FOR POSITIVE WATER DRAINAGE OFF OF THE H-FRAME.
- FIRE PROTECTION:
- A TEN POUND DRY CHEMICAL (MONOAMMONIUM PHOSPHATE) FIRE EXTINGUISHER SHALL BE PROVIDED AND LOCATED IMMEDIATELY ADJACENT TO THE GENERATOR. SEE SHEET S-1 FOR CONSTRUCTION MANAGER.

CONSTRUCTION LEGEND

- INSTALL NEW NATURAL GAS GENERATOR PER MANUFACTURERS SPECIFICATIONS IN 4'X10' LEASE AREA.
- PROPOSED AT&T UNDERGROUND ELECTRICAL SERVICE & CONTROLS FROM GENERATOR TO SHED/STORAGE INSIDE SHELTER. SEE SHEET E-1. FIELD LOCATE EXISTING UTILITIES & GROUND RING.
- 2 - #2 AWG BARE THINNED GROUND WIRE TO EXISTING SITE GROUND RING. GROUND GENERATOR PER MANUFACTURERS RECOMMENDATIONS.
- CONNECT PROPOSED ATS TO EXISTING ALARM/TELCO
- AT&T SHELTER
- INSTALL AUTOMATIC TRANSFER SWITCH
- INTERCEPT MAIN POWER FEED IN FRONT OF EXISTING MTS. ROUTE MAIN POWER FEED TO NEW ATS. RECONNECT NEW ATS TO EXISTING MTS.
- EXISTING MTS
- EXISTING AC PANEL --- VERIFY LOCATION
- EXISTING TELCO BOARD/ALARM --- VERIFY LOCATION
- SELF SUPPORT TOWER
- AT&T METER
- CHAIN LINK FENCE
- ICE BRIDGE
- NEW GAS METER



GENERAL DYNAMICS
Wireless Services
12906 SHELBYVILLE ROAD,
STE. 230
LOUISVILLE, KY 40243
502-653-6963

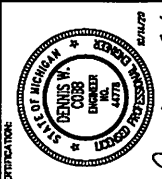
FIRST GROUP ENGINEERING
3725 LAKESIDE BLVD.
INDIANAPOLIS, IN 46278

THIS DOCUMENT, DRAWING, SPECIFICATION, AND/OR CONTRACT, IS THE PROPERTY OF FIRST GROUP ENGINEERING, INC. AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF FIRST GROUP ENGINEERING, INC. ANY VIOLATION OF THIS NOTICE SHALL BE CONSIDERED A BREACH OF CONTRACT AND SHALL BE SUBJECT TO LEGAL ACTION.

LIVONIA
POLICE TOWER
FAX: 10076130
15080 FARMINGTON RD
LIVONIA, MI 48154

DATE: 06/27/15
REVIEW CD: 10/14/2020
REVIEW CD: 10/14/2020

NO.	DATE	REVIEW CD
0	06/27/15	REVIEW CD
1	10/14/2020	REVIEW CD



SHEET TITLE
SITE PLAN

SHEET NUMBER
A-1

DO NOT SCALE DRAWINGS

Minutes of the August 17, 2020 Regular Meeting

CELLULAR TOWERS

(Law Dept)
Approval of Fourth
Amendment to Lease
Agreement between the
City of Livonia and New
Cingular Wireless PCS,
LLC, as Successor-in-
Interest to AT&T
Wireless PCS, LLC. to
accommodate request
to move and upgrade
the equipment on the
tower (CR 406-18, CR
29-12, CR 120-98 and
CR 18-97)

#241-20 RESOLVED, that having considered a communication from the Department of Law, dated July 21, 2020, in connection with a proposed Fourth Amendment to Lease Agreement between the City of Livonia and New Cingular Wireless PCS, LLC, a Delaware LLC, as successor-in-interest to AT&T Wireless PCS, LLC, to which is attached a completed Exhibit E setting forth construction drawings for the proposed upgrade to be made pursuant to said lease, the Council does hereby authorize the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute the proposed Fourth Amendment to Lease Agreement between the City of Livonia and New Cingular Wireless PCS, LLC, as Successor-in-Interest to AT&T Wireless PCS, LLC, subject to approval as to form by the Department of Law, and the City Clerk is hereby requested to do all things necessary or incidental to the full performance of this resolution

A roll call vote was taken on the foregoing resolutions with the following

result:

AYES: Jolly, Toy, Bahr, White, McCullough, Donovic and McIntyre

NAYS: None

The President declared the resolutions adopted.

CONSENT AGENDA ITEM (Regular Meeting of August 17, 2020)

Motion by: Jolly

Seconded by: White

ROLL CALL:

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

Nays: None

Absent: None

August 17, 2020

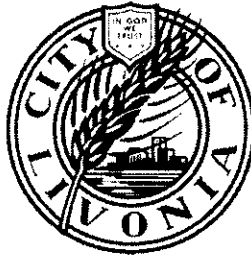
DEPARTMENT OF LAW

PAUL A. BERNIER
City Attorney

MICHAEL E. FISHER
Chief Assistant City Attorney

ERIC S. GOLDSTEIN
Assistant City Attorney

LEO D. NEVILLE
Assistant City Attorney



MAUREEN MILLER BROSNAN
MAYOR

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

July 21, 2020

TO: HONORABLE MEMBERS OF THE CITY COUNCIL

FROM: DEPARTMENT OF LAW

SUBJECT: Amendment to AT&T Lease of Livonia Police Department Cell Tower Space

REF: Council Resolution Nos. 18-97, 120-98, 29-12, and 406-18

Dear Council Members:

Since 1997, a portion of the Livonia Police Department communications tower has been leased to AT&T for cellular communication services. The original lease was amended in 1998 to allow AT&T to move its antennas approximately 50 feet higher on the tower, at which time AT&T paid the City a \$15,000 one-time fee for agreeing to that amendment. In 2012, AT&T's lease was amended again, allowing three more AT&T antennas in return for an additional \$750 per month.

During the summer of 2017, AT&T brought forth a proposal to move and upgrade its equipment on the tower. The change was less substantial than in the previous instances, so the parties settled on a one-time payment of \$10,000 by AT&T for its Third Amendment to Lease Agreement.

Now AT&T has proposed adding heavier equipment to the tower. AT&T said the market price for this addition was \$7,500, and the City's consultant agreed. The consultant also observed that the new equipment would not overburden the tower.

Assuming the proposed fourth lease amendment meets with your approval – we are advised that it has already been approved by AT&T – please adopt a resolution in substantially the following form:

RESOLVED, that having considered a communication from the Department of Law, dated July 21, 2020, in connection with a proposed Fourth Amendment to

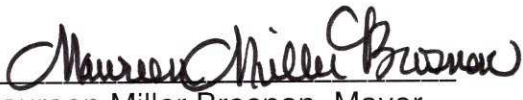
To: Honorable Members of the City Council
Re: Amendment to AT&T Lease of Livonia
Police Department Cell Tower Space

July 21, 2020
Page 2

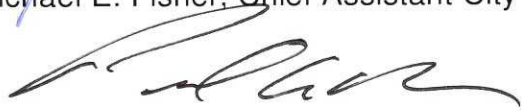
Lease Agreement between the City of Livonia and New Cingular Wireless PCS, LLC, a Delaware LLC, as successor-in-interest to AT&T Wireless PCS, LLC, to which is attached a completed Exhibit E setting forth construction drawings for the proposed upgrade to be made pursuant to said lease, THE COUNCIL DOES HEREBY AUTHORIZE THE MAYOR AND CITY CLERK, FOR AND ON BEHALF OF THE CITY OF LIVONIA, TO EXECUTE THE PROPOSED FOURTH AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF LIVONIA AND NEW CINGULAR WIRELESS PCS, LLC, AS SUCCESSOR-IN-INTEREST TO AT&T WIRELESS PCS, LLC, SUBJECT TO APPROVAL AS TO FORM BY THE DEPARTMENT OF LAW, and the City Clerk is hereby requested to do all things necessary or incidental to the full performance of this resolution.

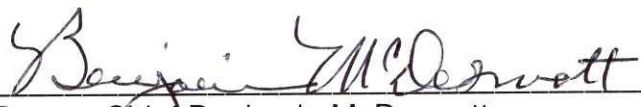
Approved for submission:

Very truly yours,


Maureen Miller Brosnan, Mayor


Michael E. Fisher, Chief Assistant City Attorney


Paul A. Bernier, City Attorney


Deputy Chief Benjamin McDermott


Michael T. Slater, Director of Finance

MEF/cd
Attachment

cc: Mayor, Clerk, Finance, Police

FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth amendment to Lease Agreement entered into on _____, 2020, between the City of Livonia ("Landlord"), a municipal corporation, 33000 Civic Center Drive, Livonia, Michigan 41854, and New Cingular Wireless PCS, LLC, a Delaware LLC, as successor-in-interest to AT&T Wireless PCS, Inc., a Delaware corporation ("Tenant"), 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated January 30, 1997 ("Lease"), and amended same on February 26, 1998 (the "First Amendment"), January 26, 2012 (the "Second Amendment") and November 11, 2018 (the "Third Amendment") and both parties now desire to amend the Lease a fourth time,

NOW THEREFORE, for and in consideration of value received and the mutual promises contained in the Lease and First, Second and Third Amendments, as well as the promises contained herein (this document being hereinafter known as the "Fourth Amendment;" the Lease and the First Amendment and Second Amendment and Third Amendment being hereafter collectively referred to as the "Lease Agreement"), Landlord and Tenant agree as follows:

1) Paragraph 1(a) shall read as follows:

- 1.(a) The right to use vertical space on the tower for the installation, maintenance and operation of up to twelve (12) antennae, plus provisions for Omni whips mounted at a base height of no less than 136 feet nor more than 146 feet on the Tower, with the top of the antennae to be no higher than 146 feet on the Tower, together with necessary transmission cables or lines no greater than two (2) inches in diameter. Prior to approval of the Fourth Amendment. Tenant's actual base height for equipment was no less than 136 feet on the Tower. In return for a one-time payment from Tenant

of \$7,500.00, Landlord hereby approves the revision of Tenant's vertical space on the Tower to a base height of not less than 136 feet and not more than 146 feet. Detailed plans and specifications conforming to this provision are attached as Exhibit "E" and are hereby approved and accepted by Landlord. All antennae, cables or lines and related equipment installed on the Premises in accordance with this Fourth Amendment are and shall remain Tenant's personal property.

- 2) AT&T equipment not being used or replaced will be removed from the City of Livonia tower. Removal of obsolete equipment will be coordinated only with construction activities related to modifications of active AT&T equipment.
- 3) All other provisions of the Lease Agreement are to remain in full force and effect.

WITNESSES:

LANDLORD

CITY OF LIVONIA, A Michigan municipal

LANDLORD'S ADDRESS:

City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

APPROVED

Director of Finance

Date: _____

Corporation

By: _____
Maureen Miller Brosnan, Mayor

By: _____
Susan Nash, City Clerk

Date: _____

Pursuant to Council Resolution _____
Adopted on _____

APPROVED AS TO FORM:

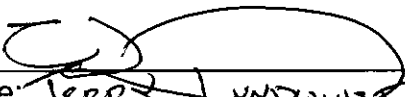
By: _____
Department of Law

Date: _____

WITNESSES:

TENANT

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By: 
Name: TERRY LUNDQUIST
Title: SR. REAL ESTATE & CONSTRUCTION MANAGER
Date: 7/1/2020

TENANT'S ADDRESS:

New Cingular Wireless PCS
1025 Lenox Park Blvd NE,
3rd Floor
Atlanta, GA 30319

15025 NORTHLAND DR
SOUTHFIELD, MI 48075

4800 W. 115TH ST., SUITE 2292
OVERLAND PARK, KANSAS 66211

PROJECT NUMBER: 123456

STATE OF MICHIGAN
PAUL J. JUNG
ENGINEER
PAJ
42010421980

REPORTING THE CASE
to National Transportation Security Council
from the Bureau of the FBI - and the
National and State FBI Directors & the
02/28/74

100% CASH ON DELIVERY

[illegible]

PROJECT LOCATION: USID (1835)

LIVONIA POLICE TOWER

5080 FARMINGTON ROAD
LIVONIA, MI 48154

DRAWING DESCRIPTION:

OUTDOOR PLAN
DC CIRCUIT SCHEDULE

DRAWING NUMBER:

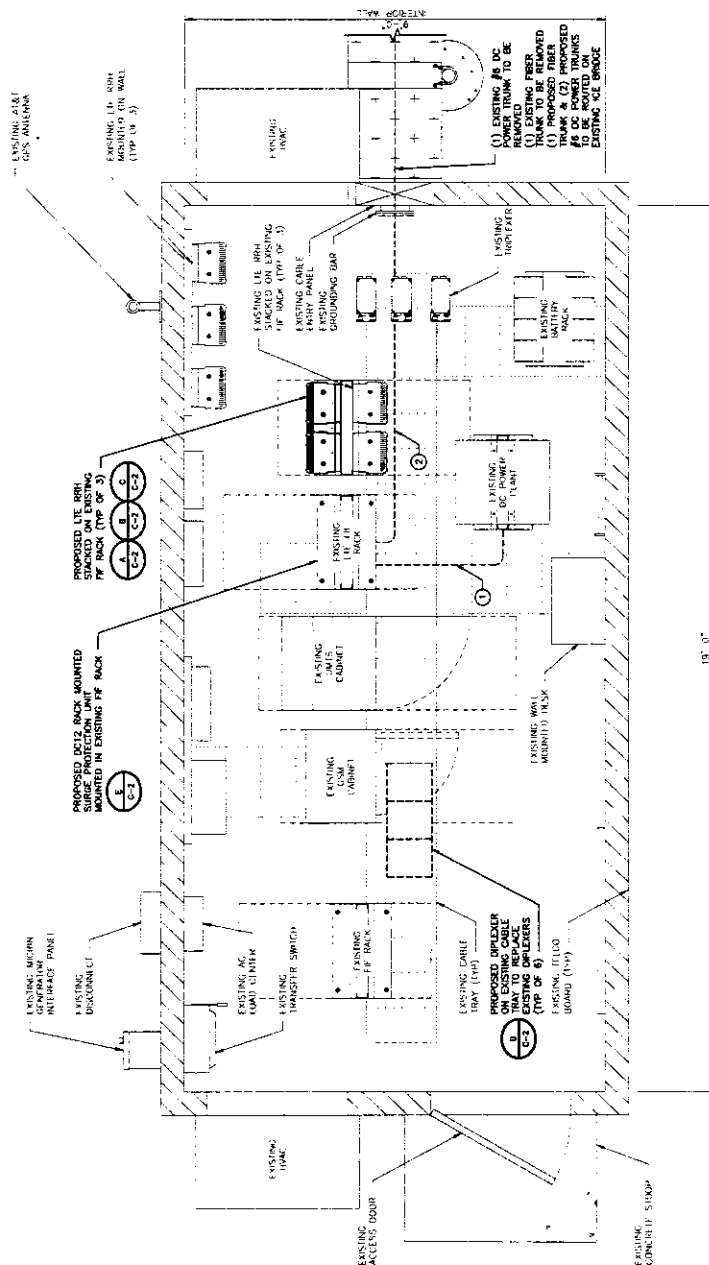
10

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE EXISTING PROPOSED LIE GPS ANTENNA AND TRANSMITTING ANTENNAS.
3. POWER MOUNT SHALL BE COLOR CODED AT EACH END FOR IDENTIFY +24V AND -24V. CONTRACTOR SHALL PROVIDE IDENTIFY +24V AND NEGATIVE SMALL SIGNAL IDENTIFY -48V. REFER TO ATT-002-290-701.
4. WAVELENGTH OF POWER WIRING SIZE 14 AWG TO 10 AWG SHALL BE TELETYPE II. DC POWER WIRING 6 AWG AND LARGER SHALL BE TELETYPE IV.
5. LIE POWER WIRING SHALL BE IN ACCORDANCE WITH ATT-002-290-531.
6. THE PROPOSED ELECTRICAL WORK FOR THE SCOPE OF THIS PROJECT IS LOW VOLTAGE DC POWER ONLY.
7. INSTALLED LIE IBSU TO BE INSTALLED AND GROUNDWOM BY OTHERS, PER AT&T
8. EXISTING BACK MOUNTED DC SURGE PROTECTION UNIT SHALL BE SWAPPED OUT WITH NEW BACK MOUNTED DC SURGE PROTECTION UNIT WHEN REQUIRED FOR UPGRADE.

[illegible]

INSTALL:

- (3) PROPOSED LITE PARTS
 (10) PROPOSED DUPLEXERS
 (1) PROPOSED DC12 SURGE PROTECTION UNIT
 REMOVE:
 (1) EXISTING #8 DC POWER TRUNK
 (1) EXISTING FIBER TRUNK

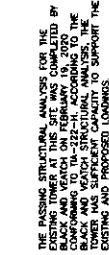


FINAL SHELTER PLAN

SCOPE OF WORK

T

NOTES:
1. GROUND EQUIPMENT AND/OR EQUIPMENT SHELTERS OMITTED FOR CLARITY.



STRUCTURAL AND MOUNTING ANALYSIS NOTE 2

THE PASSING ANTENNA MOUNT EVALUATION LETTER FOR THE EXISTING MOUNT WAS COMPLETED BY BLACK & VEATCH ON FEBRUARY 23, 2018. THE MOUNT HAS SUFFICIENT CAPACITY FOR THE EXISTING AND PROPOSED LOADING OBSERVED ON THESE CONSTRUCTION DRAWINGS, ASSUMING THAT ALL ANTENNAS ARE MOUNTED AT THE MOUNT CENTERLINE AND ALL PROPOSED ANTENNAS ARE 3" STANDARD (1.5" O.D.).

MOUNT ANALYSIS NOTE

INSTALL:

- (3) PROPOSED LTE ANTENNAS
- (9) PROPOSED RRHs
- (3) PROPOSED DUPLEXERS
- (1) PROPOSED 18-PAIR FIBER TRUNK
- (2) PROPOSED #8 DC POWER TRUNKS

REMOVE:

- (3) EXISTING LTE ANTENNAS
- (3) EXISTING RRHs
- (1) EXISTING #8 DC POWER TRUNK
- (1) EXISTING 12-PAIR FIBER TRUNK

SCOPE OF WORK

1. WHEN STACKING CABLES 3 OR MORE DEEP, USE STACKABLE SNAP-IN'S. TALLEY PART NUMBER SSH-158-3 (OR ENGINEER APPROVED EQUIV.).
2. CONTRACTOR SHALL CONFIRM THE FINAL CABLE ROUTING PLAN WITH THE STRUCTURAL ANALYSIS.

FINAL TOWER ELEVATION

NOTES

5

APPLICANT/OWNER:

16025 NORTHLAND DR
SOUTHFIELD, MI 48075

PREPARED BY

BLACK & VEATCH

6800 W. 115TH ST. SUITE 2292
OVERLAND PARK, KANSAS 66211

PROJECT NUMBER: 129391

1. The following information is being furnished to you for your information only. It is not to be used for any other purpose.

WOLFE, MICHAEL JOHN, 5042 5th

[illegible]

PROJECT LOCATION: (SID (1835))

LIVONIA POLICE TOWER
5080 FARMINGTON ROAD
LIVONIA, MI 48154

DRAWING DESCRIPTION:

RATING NUMBER:

1

TESTING NUMBER:
T-3

[illegible]

*Regular Meeting Minutes of November 19, 2018***CELLULAR TOWERS**

(Law Dept)

Approval of Third
Amendment to Lease
Agreement with New
Cingular Wireless, PCS,
Inc. d/b/a AT&T Wireless
PCS, LLC to
accommodate request to
move and upgrade the
equipment on the tower.
(CR 29-12, CR 120-98
and CR 18-97)

#406-18 RESOLVED, that having considered a communication from the Department of Law, dated October 15, 2018, in connection with a proposed Third Amendment to Lease Agreement between the City of Livonia and New Cingular Wireless PCS, Inc. d/b/a AT&T Wireless PCS, LLC, to which is attached a completed Exhibit E setting forth construction drawings for the proposed upgrade to be made pursuant to said lease, the Council does hereby authorize the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute the proposed third amendment to lease agreement between the City of Livonia and New Cingular Wireless PCS, LLC, as Successor-in-Interest to AT&T Wireless PCS, Inc., subject to approval as to form by the Department of Law, and the City Clerk is hereby requested to do all things necessary or incidental to the full performance of this resolution.

A roll call vote was taken on the foregoing resolutions with the following results:

AYES: Jolly, Kritzman, Bahr, White, McIntyre, Meakin and Toy

NAYS: None

The President declared the resolutions adopted.

CONSENT AGENDA ITEMS <i>(Regular Meeting of November 19, 2018)</i>

Motion by: Jolly
Seconded by: Bahr

ROLL CALL:

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

Nays: None

Absent: None

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 7, 2018**

Meeting was called to order at 9:26 p.m. by President Toy. Present: Brian Meakin, Jim Jolly, Brandon Kritzman, Scott Bahr, Cathy White, Kathleen McIntyre, and Laura Toy. Absent: None.

Vice President Jim Jolly led the meeting in the Invocation.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Denise Maier, Director of Human Resources; Doug Moore, Superintendent of Public Service; and Mayor Dennis Wright.

- 23. REQUEST TO APPROVE THIRD AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF LIVONIA AND NEW CINGULAR WIRELESS PCS, INC., d/b/a AT&T WIRELESS PCS, LLC: Department of Law, re: to accommodate request to move and upgrade the equipment on the tower. (CR 29-12; CR 120-98; CR 18-97)**

Paul Bernier, City Attorney, presented this request to Council. He stated this is found money, they are redoing some of the cellular towers on the Police tower and paying the City money for it.

Bahr offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT

DEPARTMENT OF LAW

PAUL A. BERNIER
City Attorney

MICHAEL E. FISHER
Chief Assistant City Attorney

ERIC S. GOLDSTEIN
Assistant City Attorney

LEO D. NEVILLE
Assistant City Attorney



DENNIS K. WRIGHT
MAYOR

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

October 15, 2018

TO: HONORABLE MEMBERS OF THE CITY COUNCIL

FROM: DEPARTMENT OF LAW

SUBJECT: Amendment to AT&T Lease of Livonia Police Department Cell Tower Space

REF: Council Resolution Nos. 18-97, 120-98 and 29-12

Dear Council Members:

Since 1997, a portion of the Livonia Police Department communications tower has been leased to AT&T for cellular communication services. The original lease was amended in 1998 to allow AT&T to move its antennas approximately 50 feet higher on the tower, at which time AT&T paid the City a \$15,000 one-time fee for agreeing to that amendment. In 2012, AT&T's lease was amended again, allowing three more AT&T antennas in return for an additional \$750 per month.

During the summer of 2017, AT&T brought forth a proposal to move and upgrade its equipment on the tower. The change appears less substantial than in the previous instances, so the parties settled on a one-time payment of \$10,000 by AT&T for this Third Amendment to Lease Agreement.

Assuming the proposed lease amendment meets with your approval – we are advised that it has already been approved by AT&T – please adopt a resolution in substantially the following form:

RESOLVED, that having considered a communication from the Department of Law, dated October 15, 2018, in connection with a proposed Third Amendment to Lease Agreement between the City of Livonia and New Cingular Wireless PCS, Inc. d/b/a AT&T Wireless PCS, LLC, to which is attached a completed Exhibit E setting forth construction drawings for the proposed upgrade to be made pursuant to said lease, THE COUNCIL DOES HEREBY AUTHORIZE

To: Honorable Members of the Council
Re: Amendment to AT&T Lease of Livonia
Police Department Cell Tower Space

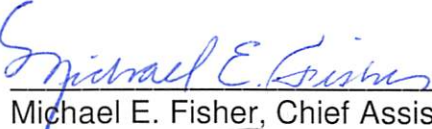
October 15, 2018
Page 2

THE MAYOR AND CITY CLERK, FOR AND ON BEHALF OF THE CITY OF LIVONIA, TO EXECUTE THE PROPOSED THIRD AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF LIVONIA AND NEW CINGULAR WIRELESS PCS, LLC, AS SUCCESSOR-IN-INTEREST TO AT&T WIRELESS PCS, INC., SUBJECT TO APPROVAL AS TO FORM BY THE DEPARTMENT OF LAW, and the City Clerk is hereby requested to do all things necessary or incidental to the full performance of this resolution.

Approved for submission:

Very truly yours,


Dennis K. Wright, Mayor


Michael E. Fisher, Chief Assistant City Attorney


Paul A. Bernier, City Attorney


Deputy Chief Benjamin McDermott


Michael T. Slater, Director of Finance

MEF/bks
Attachment

cc: Mayor, Clerk, Finance, Police

P:\Council - Adobe\2018\AT&T Third Amendment to Lease.docx

THIRD AMENDMENT TO LEASE AGREEMENT

This third amendment to Lease Agreement entered into on _____, 2018, between the City of Livonia ("Landlord"), a municipal corporation, 33000 Civic Center Drive, Livonia, Michigan 41854, and New Cingular Wireless PCS, LLC, a Delaware LLC, as successor-in-interest to AT & T Wireless PCS, Inc., a Delaware corporation ("Tenant"), 575 Morosgo Drive, Atlanta, GA 30324.

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated January 30, 1997 ("Lease"), and amended same on February 26, 1998 (the "First Amendment") and January 26, 2012 (the "Second Amendment"), and both parties now desire to amend the Lease a third time,

NOW THEREFORE, for and in consideration of value received and the mutual promises contained in the Lease and First and Second Amendments, as well as the promises contained herein (this document being hereinafter known as the "Third Amendment;" the Lease and the First Amendment and Second Amendment being hereafter collectively referred to as the "Lease Agreement"), Landlord and Tenant agree as follows:

1) Paragraph 1(a) shall read as follows:

1.(a) The right to use vertical space on the tower for the installation, maintenance and operation of up to twelve (12) antennae, plus provisions for Omni whips mounted at a base height of no less than 136 feet nor more than 146 feet on the Tower, with the top of the antennae to be no higher than 146 feet on the Tower, together with necessary transmission cables or lines no greater than two (2) inches in diameter. Prior to approval of the Third Amendment,

Tenant's actual base height for equipment was no less than 136 feet on the Tower. In return for a one-time payment from Tenant of \$10,000.00, Landlord hereby approves the revision of Tenant's vertical space on the Tower to a base height of not less than 136 feet and not more than 146 feet, provided that there shall be no increase on the overall load on the tower. Detailed plans and specifications conforming to this provision are attached as Exhibit "E" and are hereby approved and accepted by Landlord. All antennae, cables or lines and related equipment installed on the Premises in accordance with this Lease are and shall remain Tenant's personal property.

2) All other provisions of the Lease Agreement are to remain in full force and effect.

WITNESSES:

LANDLORD'S ADDRESS:

City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

LANDLORD

CITY OF LIVONIA, a Michigan municipal Corporation

By: _____
Dennis K. Wright, Mayor

By: _____
Susan Nash, City Clerk

Date: _____

Pursuant to Council Resolution _____
Adopted on _____

APPROVED AS TO FORM:

By: _____
Department of Law

Date: _____

Date: _____

WITNESSES:





TENANT

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

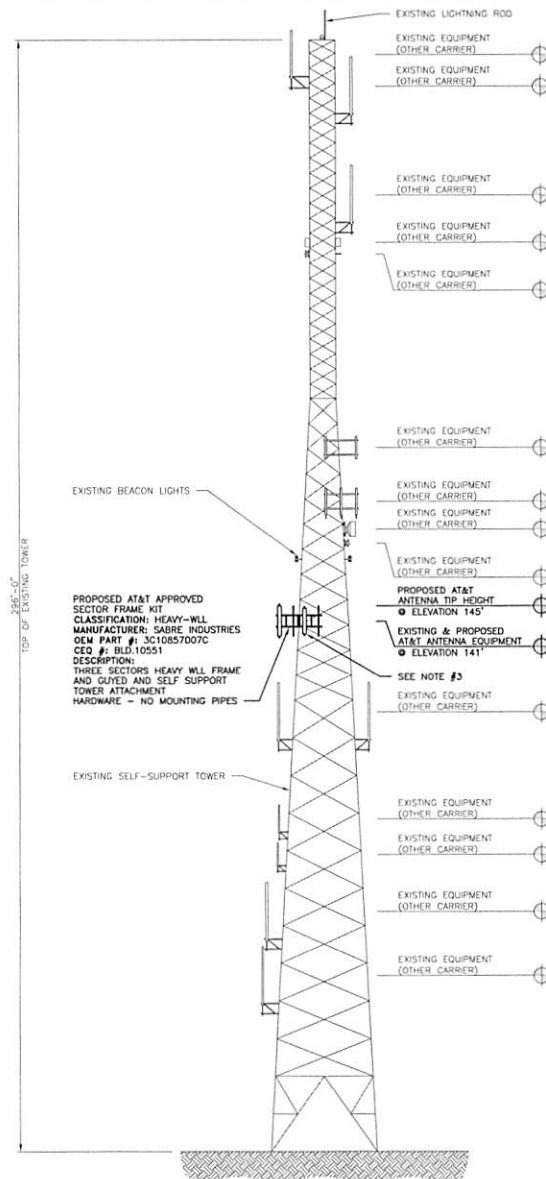
By: 
Name: TERRY LONDON
Title: SR. Tech Project Manager
Date: 10/12/18

TENANT'S ADDRESS:

New Cingular Wireless PCS
575 Morosgo Drive
Atlanta, GA 30324

P:\Agreements\towers\New Cingular Wireless.doc

THIS DOCUMENT WAS PREPARED BASED ON THE INFORMATION PROVIDED TO BLACK & VEATCH. IF EXISTING CONDITIONS DO NOT REFLECT THOSE REPRESENTED, THESE CONSTRUCTION DRAWINGS ARE NO LONGER VALID.



NOTES:

- GROUND EQUIPMENT AND/OR EQUIPMENT SHELTERS OMITTED FOR CLARITY.
- STRUCTURAL RAD CENTER IS 141'.
- CONSTRUCTION MUST CENTER ANTENNAS ON THE MOUNT CENTERLINE AS SHOWN IN THE ELEVATION VIEW REGARDLESS OF NOTED RAD CENTERS.

THE PASSING STRUCTURAL ANALYSIS FOR THE EXISTING TOWER AT THIS SITE WAS COMPLETED BY B+T GROUP ON FEBRUARY 1, 2018 CONFORMING TO TA-222-G. ACCORDING TO THE B+T GROUP STRUCTURAL ANALYSIS, THE TOWER HAS SUFFICIENT CAPACITY.

STRUCTURAL ANALYSIS NOTE 2

MOUNT REPLACEMENT WITH SABRE 3C10857007C HEAVY-WLL SECTOR FRAME KIT REQUIRED; SEE B+T GROUP ANTENNA MOUNT EVALUATION LETTER DATED FEBRUARY 23, 2018. NO PROPOSED LITE WORK SHALL COMMENCE ON THIS TOWER UNTIL AFTER MOUNT REPLACEMENT HAS BEEN COMPLETED AND PROPERLY INSPECTED.

MOUNT ANALYSIS NOTE 3

INSTALL:

- (3) PROPOSED LITE ANTENNAS
- (3) PROPOSED TMA's
- (1) PROPOSED SECTOR FRAME KIT

REMOVE:

- (3) EXISTING LITE ANTENNAS
- (6) EXISTING LITE TMA's
- (6) EXISTING UNITS TMA's
- (3) EXISTING SECTOR FRAMES

SCOPE OF WORK 4

- WHEN STACKING CABLES 3 OR MORE DEEP, USE STACKABLE SNAP-INS, TALLEY PART NUMBER SSH-158-3 (OR ENGINEER APPROVED EQUAL).
- CONTRACTOR SHALL CONFIRM THE FINAL CABLE ROUTING PLAN WITH THE STRUCTURAL ANALYSIS.

APPLICANT/OWNER:

**AT&T
MOBILITY**

16025 NORTHLAND DR
SOUTHFIELD, MI 48075

PREPARED BY:



BLACK & VEATCH

6800 W. 115TH ST. SUITE 2292
OVERLAND PARK, KANSAS 66211
(913) 458-2000

PROJECT NUMBER: 129056



LANDLORD/PROPERTY OWNER SIGNATURE

REV	DATE	DESCRIPTION
0	03/06/18	ISSUED FOR CONSTRUCTION

PROJECT LOCATION: USID (1835)

LIVONIA POLICE TOWER
15080 FARMINGTON ROAD
LIVONIA, MI 48154

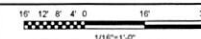
DRAWING DESCRIPTION:

ELEVATION

DRAWING NUMBER:

T-1

FINAL TOWER ELEVATION

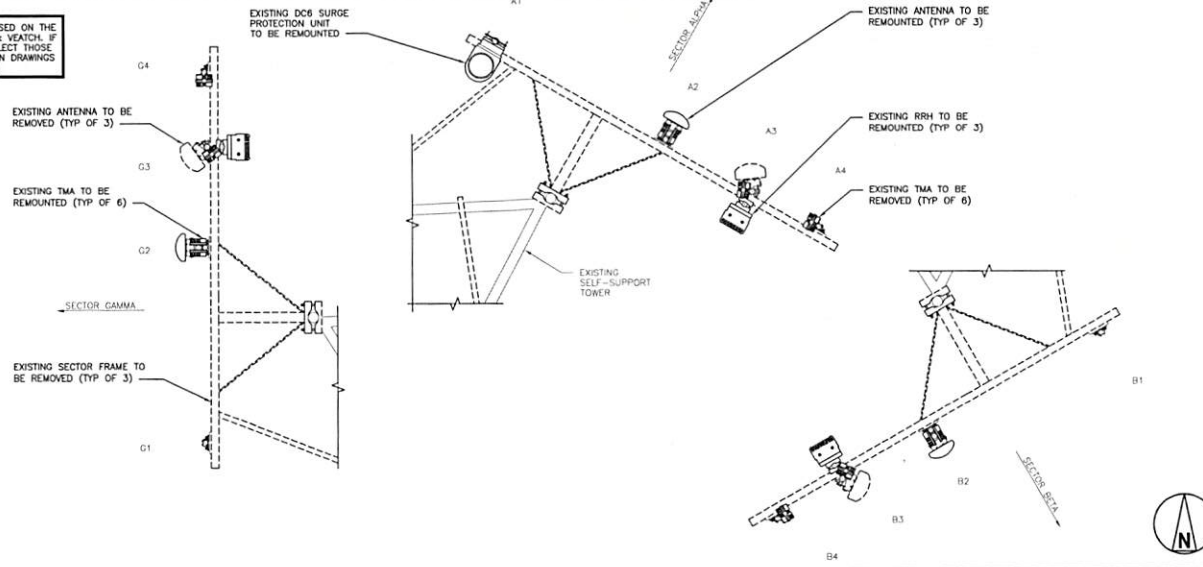


1

NOTES

5

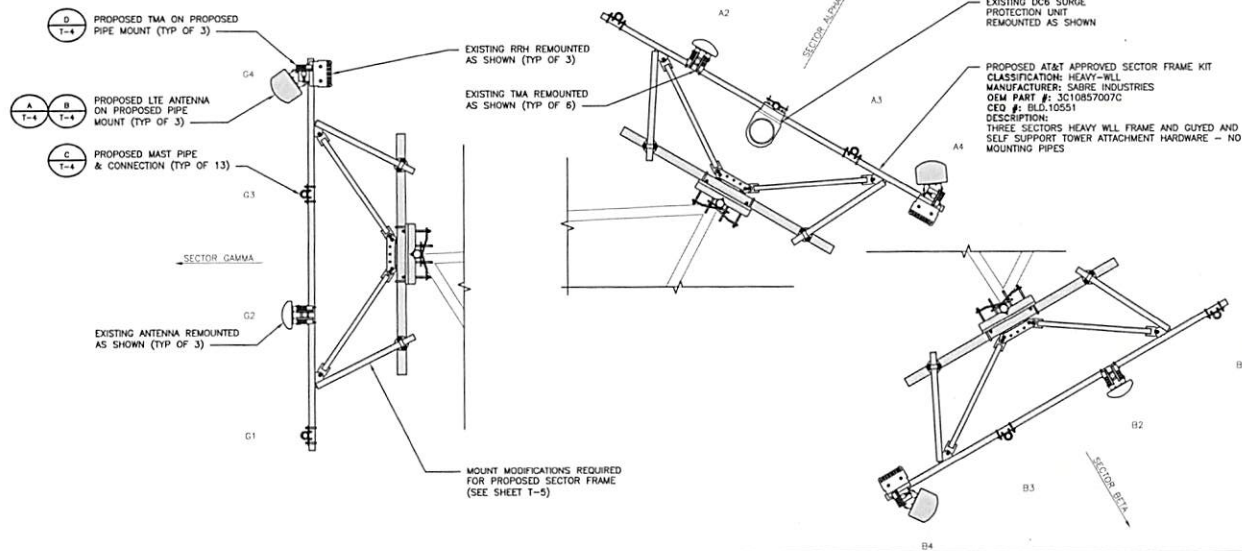
THIS DOCUMENT WAS PREPARED BASED ON THE INFORMATION PROVIDED TO BLACK & VEATCH. IF EXISTING CONDITIONS DO NOT REFLECT THOSE REPRESENTED, THESE CONSTRUCTION DRAWINGS ARE NO LONGER VALID.



EXISTING ANTENNA LAYOUT

12" = 6' 0"
1/2" = 1' 0"

1



FINAL ANTENNA LAYOUT

12" = 6' 0"
1/2" = 1' 0"

2

MOUNT REPLACEMENT WITH SABRE 3C10857007C HEAVY-WLL SECTOR FRAME KIT REQUIRED; SEE B+T GROUP ANTENNA MOUNT EVALUATION LETTER DATED FEBRUARY 23, 2018. NO PROPOSED LITE WORK SHALL COMMENCE ON THIS TOWER UNTIL AFTER MOUNT REPLACEMENT HAS BEEN COMPLETED AND PROPERLY INSPECTED.

MOUNT ANALYSIS NOTE

3

1. CONTRACTOR SHALL REFER TO THE LATEST RFDS PRIOR TO THE CONSTRUCTION COMMENCING.
2. BLACK & VEATCH RECOMMENDS EQUAL HORIZONTAL SPACING OF ANTENNAS TO ENSURE ADEQUATE WEIGHT DISTRIBUTION.
3. CONTRACTOR SHALL ENSURE 3'-0" MINIMUM SPACING BETWEEN LITE 700 B17 AND LITE 700 B14 (FIRSTNET) ANTENNAS. ANY VARIATION FROM THIS DIRECTIVE SHALL REQUIRE APPROVAL FROM THE AT&T PROJECT MANAGER PRIOR TO CLOSEOUT

NOTES

4

1. GROUNDING SHALL BE IN ACCORDANCE WITH ATT-TP-76416.
2. CONTRACTOR SHALL HAVE A COMPLETE UNDERSTANDING OF THE CONTENTS OF AT&T STANDARD TP-76416.
3. ALL INSTALLATIONS SHALL BE FIELD VERIFIED.
4. ALL GROUNDING CONDUCTORS SHALL BE #2 AWG SUNGLIGHT RESISTANT-TINNED STRANDED COPPER UNLESS NOTED OTHERWISE.
5. ALL RRH4X25-B30 RRH MODELS WILL REQUIRE A #8 AWG SUNGLIGHT RESISTANT-TINNED STRANDED COPPER DUE TO THE LIMITED SPACE AT THE GROUNDING TERMINATION POINT.
6. ALL 2X80W 850 & 1900 RRHS MODELS WILL REQUIRE A TOP AND BOTTOM CONNECTION.

APPLICANT/OWNER:

AT&T
MOBILITY

16025 NORTHLAND DR
SOUTHFIELD, MI 48075

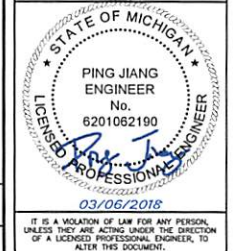
PREPARED BY:



BLACK & VEATCH

6800 W. 115TH ST, SUITE 2202
OVERLAND PARK, KANSAS 66211
(913) 458-2000

PROJECT NUMBER: 129056



LANDLORD/PROPERTY OWNER SIGNATURE

REV	DATE	DESCRIPTION
0	03.06.18	ISSUED FOR CONSTRUCTION

PROJECT LOCATION: USID (1835)

LIVONIA POLICE TOWER
15080 FARMINGTON ROAD
LIVONIA, MI 48154

DRAWING DESCRIPTION:

ANTENNA LAYOUTS

DRAWING NUMBER:

T-2

GROUNDING NOTES

5

THIS DOCUMENT WAS PREPARED BASED ON THE INFORMATION PROVIDED TO BLACK & VEATCH. IF EXISTING CONDITIONS DO NOT REFLECT THOSE REPRESENTED, THESE CONSTRUCTION DRAWINGS ARE NO LONGER VALID.

Antenna Requirements (verify with current RFDS)														
Sector	Technology	Final Antenna Configuration	Antenna	Antenna Azimuth	Number of TMs		Number of RRHs		RRH Model #	RRH Model # (On Ground)	RRH Model # (On Ground)	Number of Surge Protection		Surge Protection Model #
			Final	Final	Exist.	Final	Exist.	Final	Final	Final	Final	Exist.	Final	Final
A1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
A2	UMTS	Power wave RA21.7752.00	Existing	-	2	2	-	-	-	-	-	1	1	Raycap DC6
A3	-	-	-	-	-	-	-	-	-	-	-	-	-	-
A4	LTE 1C/2C BWE/3C	KMW EPBQ.652LBH8	Proposed	355°	2	1	2	3	Alcatel-Lucent RRH2x40W-07L	Alcatel-Lucent B25 RRH4x30-4R	Alcatel-Lucent RRH4x25-WC5-4R	-	-	-
B1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B2	UMTS	Power wave RA21.7752.00	Existing	-	2	2	-	-	-	-	-	-	-	-
B3	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B4	LTE 1C/2C BWE/3C	KMW EPBQ.652LBH8	Proposed	125°	2	1	2	3	Alcatel-Lucent RRH2x40W-07L	Alcatel-Lucent B25 RRH4x30-4R	Alcatel-Lucent RRH4x25-WC5-4R	-	-	-
G1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G2	UMTS	Power wave RA21.7752.00	Existing	-	2	2	-	-	-	-	-	-	-	-
G3	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G4	LTE 1C/2C BWE/3C	KMW EPBQ.652LBH8	Proposed	235°	2	1	2	3	Alcatel-Lucent RRH2x40W-07L	Alcatel-Lucent B25 RRH4x30-4R	Alcatel-Lucent RRH4x25-WC5-4R	-	-	-

FINAL ANTENNA CONFIGURATION

APPLICANT/OWNER:

AT&T
MOBILITY

16025 NORTHLAND DR
SOUTHFIELD, MI 48075

PREPARED BY:



BLACK & VEATCH

6800 W. 115TH ST, SUITE 2292
OVERLAND PARK, KANSAS 66211
(913) 458-2000

PROJECT NUMBER: 129056



IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER, TO
ALTER THIS DOCUMENT.

LANDLORD/PROPERTY OWNER SIGNATURE _____

0	03.06.18	ISSUED FOR CONSTRUCTION
REV	DATE	DESCRIPTION

PROJECT LOCATION: USID (1835)

LIVONIA POLICE TOWER
15080 FARMINGTON ROAD
LIVONIA, MI 48154

DRAWING DESCRIPTION:

ANTENNA CONFIGURATION

DRAWING NUMBER:

T-3

CELLULAR TOWERS

Approval of proposed
Second Amendment to Lease
Agreement between the City
of Livonia and New Cingular
Wireless PCS, Inc., d/b/a
AT&T Wireless Services to
place three additional
antennas on the existing
Livonia Police Department
Cell Tower for a five year
period, with four additional
five-year renewal periods.
(CR 18-97 and CR 120-98)

#29-12 RESOLVED, that having considered a communication from the Department of Law, dated January 11, 2012, which is approved for submission by the Mayor, to which is attached a proposed Second Amendment to Lease Agreement between the City of Livonia and New Cingular Wireless PCS, Inc., d/b/a AT&T Wireless Services, which includes a completed Exhibit D setting forth rents to be paid pursuant to said lease, the Council does hereby authorize the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute the proposed Second Amendment to Lease Agreement between the City of Livonia and New Cingular Wireless PCS, LLC, as successor-in-interest to AT&T Wireless PCS, Inc., for a five-year period, with four additional five-year renewal periods, and payable upon the terms and conditions detailed in the proposed agreement and the attached Exhibit D, and subject to approval as to form by the Department of Law, and the City Clerk is hereby requested to do all things necessary or incidental to the full performance of this resolution.

A roll call vote was taken on the foregoing resolutions with the following result:

AYES: Brosnan, Kritzman, McCann, Laura, Robinson, and Pastor.
NAYS: None.

CONSENT AGENDA ITEMS (Regular Meeting of January 25, 2012)

Motion by: Robinson
Seconded by: Brosnan

ROLL CALL:

Ayes: Brosnan, Kritzman, McCann, Laura, Robinson, and Pastor

Nays: None

Absent: Toy

JAN 25 2012

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 18, 2012**

Meeting was called to order at 8:00 p.m. Present: Maureen Miller Brosnan, Brandon Kritzman, James McCann, Joe Laura, Tom Robinson and John Pastor. Absent: Laura Toy.

Elected and appointed officials present: Todd Zilincik, City Engineer; Mark Taormina, Director of Planning and Economic Development; Don Knapp, City Attorney; Terry Marecki, City Clerk; Kevin Maillard, Director of Public Services; Dan Putman, Director of Information Services; Jim Inglis, Executive Director of Housing; Dave Varga, Director of Administrative Services; and Jack E. Kirksey, Mayor.

13. REQUEST TO APPROVE SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF LIVONIA AND WIRELESS PCS, INC. (D/B/A AT&T WIRELESS SERVICES): Department of Law, re: to accommodate AT&T's request to place an additional three (3) antennas on the existing Livonia Police Department Cell Tower for a five (5) year period, with four (4) additional five (5) year renewal periods. (CR 18-97 and 120-98)

Don Knapp, City Attorney, said this initially came to them when AT&T announced that they were going to be adding 3 antennas to the Police Tower. The City informed AT&T that their original lease allowed for 9 antennas which were already placed on the tower and that if they wished to place 3 additional antennas that they would have an amendment to their lease. Both parties hashed out an agreement pursuant to which AT&T will pay an additional \$750 per month for the three antennas, subject to the same 4 percent annual escalation as the underlying rent. The initial annual rental rate under the new lease will be \$52,223. Assuming the proposed lease amendment meets the approval of the Council, the City has been advised that it has already been approved by AT&T and it requested that Council adopt a resolution.

McCann offered the approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT

DEPARTMENT OF LAW

DONALD L. KNAPP, JR.
City Attorney

CATHRYN K. WHITE
Chief Assistant City Attorney

MICHAEL E. FISHER
Assistant City Attorney

BARBARA J. SCHERR
Assistant City Attorney



JACK E. KIRKSEY

MAYOR

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2520
FAX: (734) 421-4870

January 11, 2012

TO: HONORABLE MEMBERS OF THE CITY COUNCIL

FROM: DEPARTMENT OF LAW

SUBJECT: Amendment to AT&T Lease of Livonia Police Department Cell Tower Space

REF: Council Resolution Nos. 18-97 and 120-98

Dear Council Members:

Since 1997, a portion of the Livonia Police Department communications tower has been leased to AT&T for cellular communication services. The original lease was amended in 1998 to allow AT&T to move its antennas approximately 50 feet higher on the tower, at which time AT&T paid the City a \$15,000 one-time fee for agreeing to that amendment.

Earlier this year, AT&T announced its intention to put three additional antennas on the tower, and was advised that the maximum number of antennas permitted under AT&T's lease, i.e., nine, was already in place on the tower, so the additional three antennas would need an additional amendment to the original lease. At length, the two sides hashed out an agreement pursuant to which AT&T will pay an additional \$750 per month for the three antennas, subject to the same 4 percent annual escalation as the underlying rent. The initial annual rental rate under the new lease will be \$52,223.

Assuming the proposed lease amendment meets with your approval – we are advised that it has already been approved by AT&T – please adopt a resolution in substantially the following form:

RESOLVED, that having considered a communication from the Department of Law, dated December 7, 2011, in connection with a proposed Second

To: Honorable Members of the Council
Re: Amendment to AT&T Lease of Livonia
Police Department Cell Tower Space

January 11, 2012
Page 2

Amendment to Lease Agreement between the City of Livonia and Wireless PCS, Inc. d/b/a AT&T Wireless Services, to which is attached a completed Exhibit D setting forth rents to be paid pursuant to said lease, THE COUNCIL DOES HEREBY AUTHORIZE THE MAYOR AND CITY CLERK, FOR AND ON BEHALF OF THE CITY OF LIVONIA, TO EXECUTE THE PROPOSED SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF LIVONIA AND NEW CINGULAR WIRELESS PCS, LLC, AS SUCCESSOR-IN-INTEREST TO AT&T WIRELESS PCS, INC., FOR A FIVE-YEAR PERIOD, WITH FOUR ADDITIONAL FIVE-YEAR RENEWAL PERIODS, AND PAYABLE UPON THE TERMS AND CONDITIONS DETAILED IN THE PROPOSED AGREEMENT AND THE ATTACHED EXHIBIT D, AND SUBJECT TO APPROVAL AS TO FORM BY THE DEPARTMENT OF LAW, and the City Clerk is hereby requested to do all things necessary or incidental to the full performance of this resolution.

Approved for submission:

Very truly yours,

Jack E. Kirksey, Mayor

Michael E. Fisher, Assistant City Attorney

Donald L. Knapp, Jr., City Attorney

Lt. Gregory Winn

MEF/bks

Attachment

cc: Mayor, Clerk, Council, Finance, Police

P:\Council\2011\amend ATT.doc

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement entered into on _____, 2011, between the City of Livonia ("Landlord"), a municipal corporation, 33000 Civic Center Drive, Livonia, Michigan 48154, and New Cingular Wireless PCS, LLC, as successor-in-interest to AT&T Wireless PCS, Inc., a Delaware corporation, ("Tenant"), 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004.

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated January 30, 1997 ("Original Lease"), as amended by an Amendment to Lease Agreement dated February 26, 1998 (the "First Amendment"; the Original Lease and the First Amendment are collectively referred to as the "Lease"), and both parties now desire to amend the Lease a second time,

NOW THEREFORE, for and in consideration of value received and the mutual promises contained in the Lease, as well as the promises contained herein (this document being hereinafter known as the "Second Amendment"), Landlord and Tenant agree as follows:

1) Paragraph 1(a) shall read as follows:

1.(a) The right to use vertical space on the tower for the installation, maintenance and operation of up to twelve (12) antennae, plus provisions for Omni whips mounted at a base height of no less than 145 feet nor more than 155 feet on the Tower, with the top of the antennae to be no higher than 155 feet on the Tower, together with necessary transmission cables or lines no greater than two (2) inches in diameter. Detailed plans and specifications conforming to this provision are attached as Exhibit "C" and are hereby approved and accepted by Landlord. All antennae, cables or lines and related equipment installed on

the Premises in accordance with this Lease are and shall remain Tenant's personal property.

2) A new paragraph 1(f) shall be added to read as follows:

1.(f) Recognizing the limited remaining capacity of the Tower, Tenant agrees to immediately remove any antennae, whips, cables, lines or other equipment from the Premises which become unused and/or obsolete.

3) Paragraph 2(b) shall read as follows:

2.(b) Provided Tenant is not in default, the term of this Lease may be extended for up to four (4) additional and separate five (5) year terms, commencing November 1, 2011. Landlord shall have the right, in its sole discretion, to terminate this Lease at the conclusion of the first of these five (5) year terms or at the conclusion of any additional five (5) year extension by giving written notice to Tenant at least ninety (90) days prior to the end of the initial term or any extension thereof. If Landlord does not exercise its right to terminate this Lease at the conclusion of the initial term or any extension(s) thereof, the term of this Lease shall be automatically extended as provided herein unless Tenant gives Landlord written notice of intention to terminate at least six (6) months prior to the end of each current term.

4) Paragraph 3(a) shall read as follows:

3.(a) The annual rental for the year running from November 1, 2011 to October 31, 2012, shall be Fifty Two Thousand Two Hundred Twenty Three Dollars (\$52,223.00), with the annual rental for each subsequent year of the initial and

extension terms to be increased by Four percent (4%), as set forth on Exhibit

“D.” The attached Exhibit D replaces and supersedes all previous rent
schedules.

5) Tenant’s Notice Address in Section 19 of the Lease is hereby deleted in its
entirety and replaced with the following:

As to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: MI2109; Cell Site Name: Livonia Police Tower (MI)
Fixed Asset No: 10076130
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: MI2109; Cell Site Name: Livonia Police Tower (MI)
Fixed Asset No: 10076130
15 East Midland Avenue
Paramus, NJ 07652

6) All other provisions of the Lease are to remain in full force and effect.

Date: _____

LANDLORD

WITNESSES:

CITY OF LIVONIA, a Municipal
Corporation and Body Politic

By: _____
Jack E. Kirksey, Mayor

And

By: _____
Terry A. Marecki, City Clerk

LANDLORD'S ADDRESS:

City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

Pursuant to Council Resolution _____
Adopted on _____

APPROVED AS TO FORM:

By: _____
Department of Law

Date: _____

Date: _____

TENANT

WITNESSES:

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By: _____
Mark Caesar

Its: Real Estate and Construction Manager, MI/IN

p\agreements\towers\ATT Lease Amendment
9/7/2011



LIVONIA, MI 48154



1. HEAD WEST ON I-66 W
2. TAKE EXIT 1 TO MERGE ONTO I-275 S/I-66 E TOWARD TOLEDO
3. EXIT ONTO SCHOOLCRAFT
4. TURN LEFT AT FARMINGTON RD
5. END AT 16080 FARMINGTON ROAD, LIVONIA, MI 48154

DIRECTIONS TO SITE



PROJECT SUMMARY

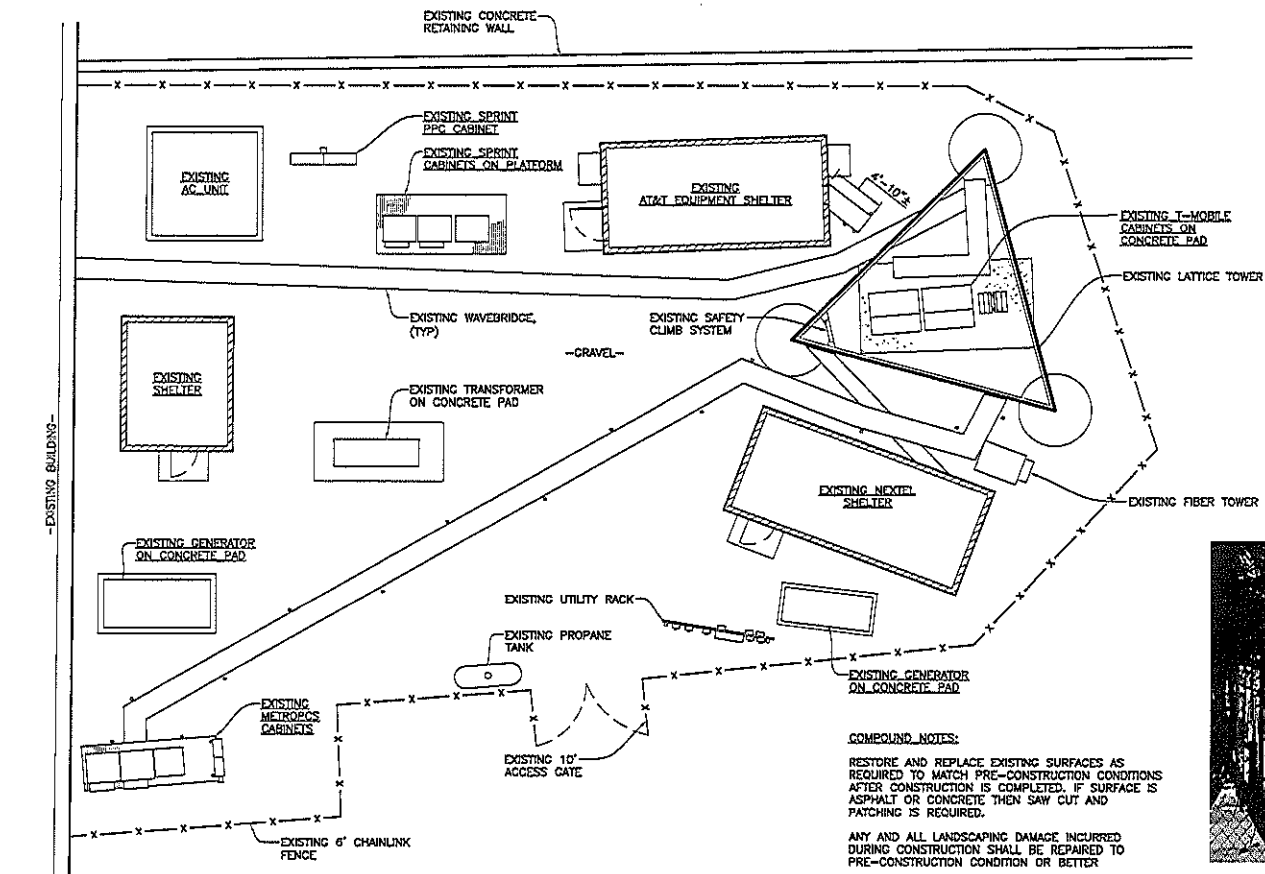
DRAWING INDEX

NOTE:
ALL ELECTRICAL WORK IS LOW VOLTAGE DC.

PROJECT DESCRIPTION



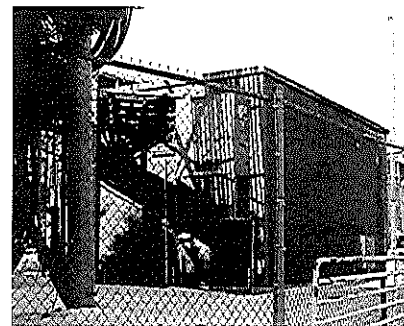
Paul J. Conradi



COMPOUND NOTES:

RESTORE AND REPLACE EXISTING SURFACES AS REQUIRED TO MATCH PRE-CONSTRUCTION CONDITIONS AFTER CONSTRUCTION IS COMPLETED. IF SURFACE IS ASPHALT OR CONCRETE THEN SAW CUT AND PATCHING IS REQUIRED.

ANY AND ALL LANDSCAPING DAMAGE INCURRED DURING CONSTRUCTION SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITION OR BETTER



**CHRISTOPHER
WZACNY AND
ASSOCIATES INC.**

30150 TELEGRAPH ROAD, SUITE 114
BINGHAM FARMS, MI 48025
TEL: (248) 723-6516
FAX: (248) 723-1010

REFER TO GRAPHIC SCALE FOR
11"x17" DRAWINGS

MI2109
SITE NAME: LIVONIA
POLICE TOWER
AT&T FA #: 10076130

15000 FARMINGTON ROAD
LIVONIA
MI 48154
WAYNE COUNTY

REVISIONS		
REV	DATE	DESCRIPTION
2	18AUG11	REVISIONS
1	18JUL11	RF REVISIONS
0	26APR11	FINAL CDS
0	15APR11	REVISIONS
A	12MAR11	PRELIM CDS 90%

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ARCHITECT, TO ALTER THIS DOCUMENT.

SHEET TITLE

SITE PLAN

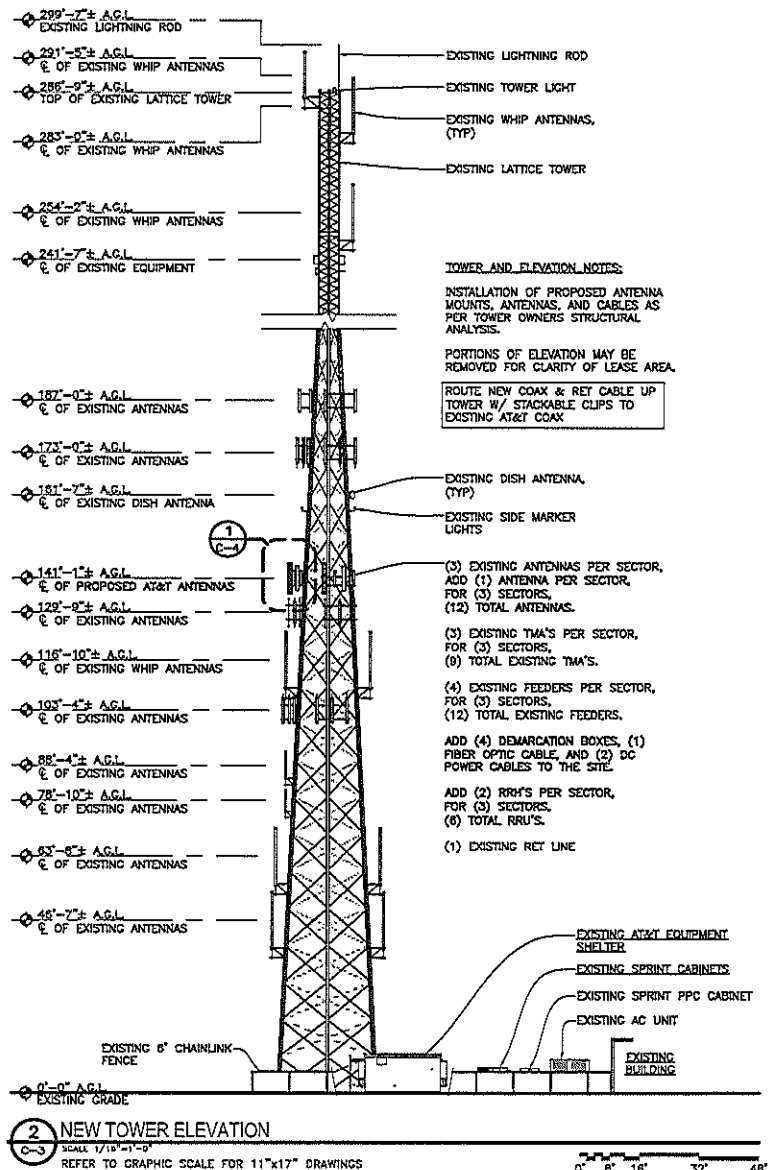
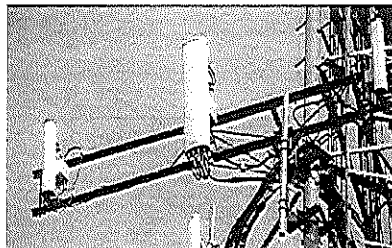
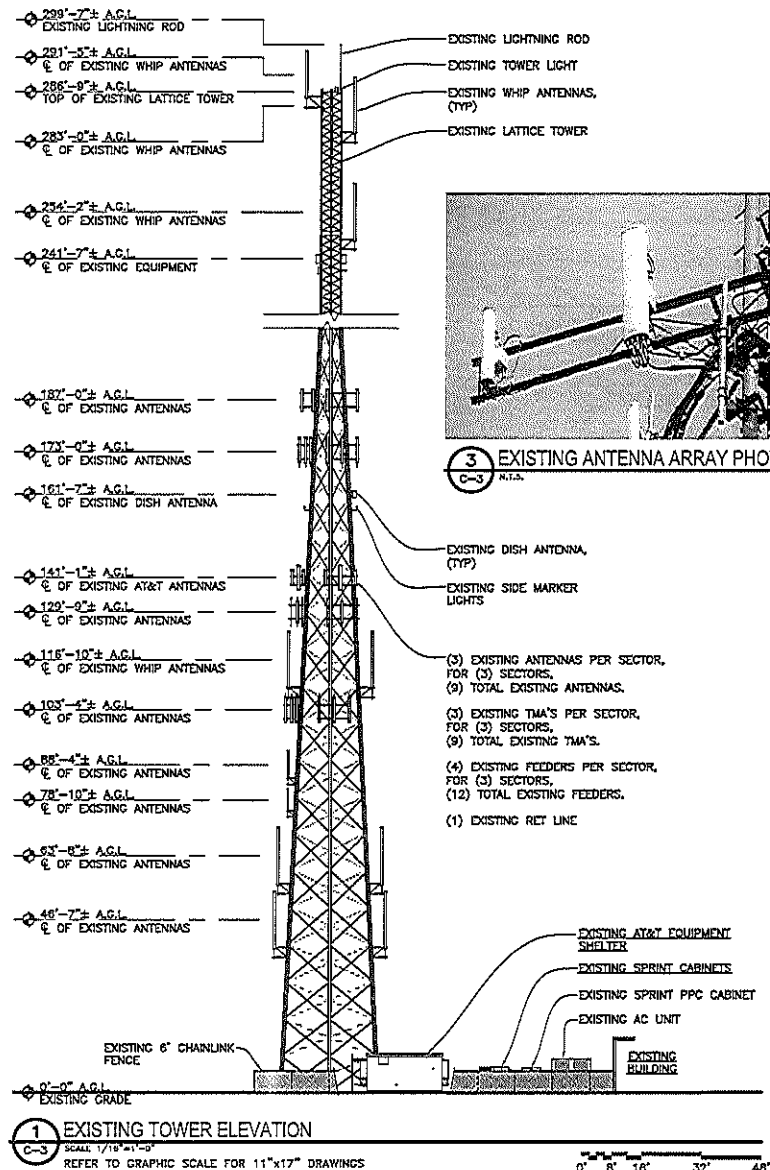
PROJECT NO.:	MI2109
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SHEET NUMBER: C-1

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DO NOT SCALE DRAWINGS

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TOWER AND ELEVATION NOTES:
INSTALLATION OF PROPOSED ANTENNA MOUNTS, ANTENNAS, AND CABLES AS PER TOWER OWNERS STRUCTURAL ANALYSIS.

PORTIONS OF ELEVATION MAY BE REMOVED FOR CLARITY OF LEASE AREA.

ROUTE NEW COAX & RET CABLE UP TOWER W/ STACKABLE CLIPS TO EXISTING AT&T COAX



CHRISTOPHER WZACNY AND ASSOCIATES INC.

30150 TELEGRAPH ROAD, SUITE 114
BINGHAM FARMS, MI 48025
TEL: (248) 723-8516
FAX: (248) 723-8510

REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

M12109
SITE NAME: LIVONIA POLICE TOWER
AT&T FA #: 10076130

16000 FARMINGTON ROAD
LIVONIA MI 48154
WAYNE COUNTY

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITS	02/01/01	AW
2	ISSUED FOR PERMITS	02/01/01	AW
3	ISSUED FOR PERMITS	02/01/01	AW
4	ISSUED FOR PERMITS	02/01/01	AW
5	ISSUED FOR PERMITS	02/01/01	AW
6	ISSUED FOR PERMITS	02/01/01	AW
7	ISSUED FOR PERMITS	02/01/01	AW
8	ISSUED FOR PERMITS	02/01/01	AW
9	ISSUED FOR PERMITS	02/01/01	AW
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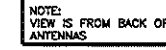
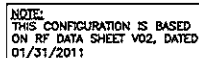
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF THE LICENSED PROFESSIONAL ARCHITECT, TO ALTER THIS DOCUMENT.

SHEET TITLE:
TOWER ELEVATIONS

PROJECT NO:
M12109

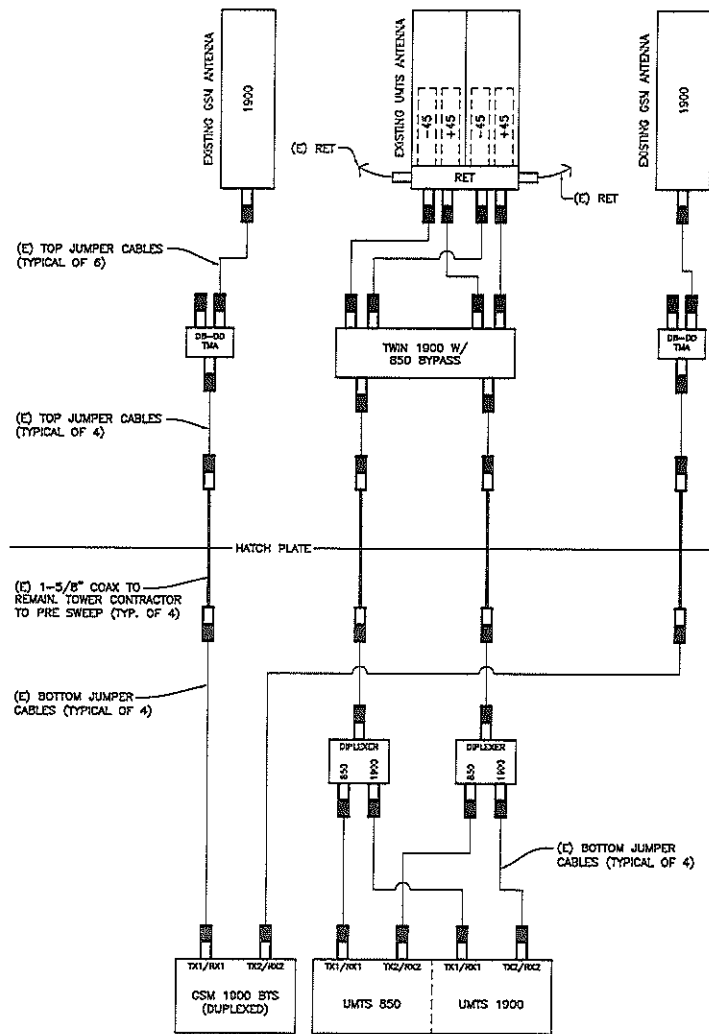
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C-3

DO NOT SCALE DRAWINGS



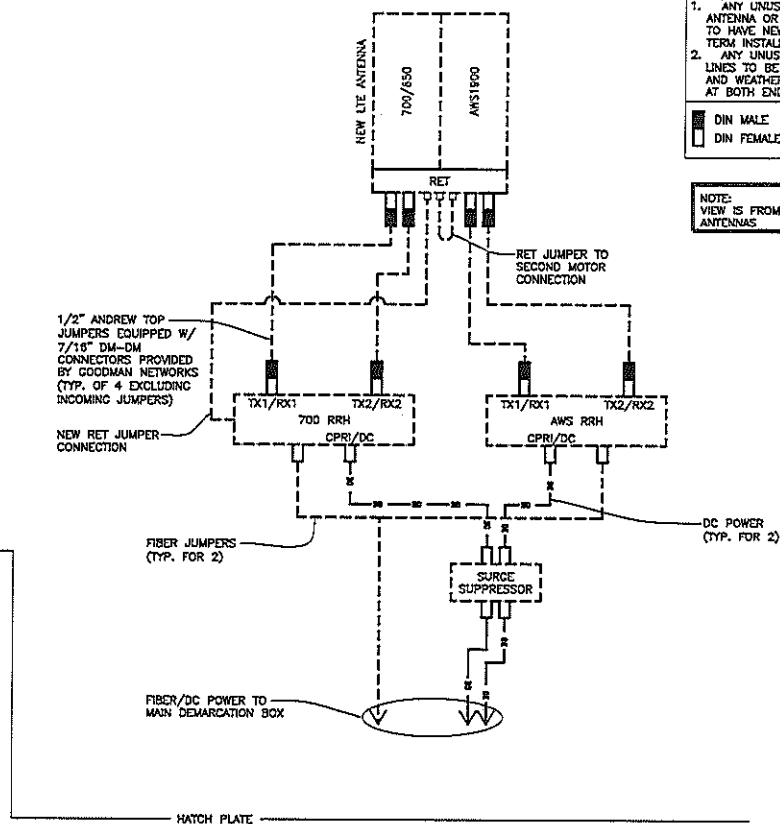
A-2

CONTRACT 12-2711 THE FOLLOWING DRAWING IS THE PROPERTY OF AT&T. IT IS TO BE USED ONLY FOR THE PROJECT AND NOT BE REPRODUCED, COPIED, OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF AT&T. IT IS TO BE DESTROYED WHEN NO LONGER REQUIRED FOR THE PROJECT.



1
A-3
NEW COAX DIAGRAM (SECTORS 2 & 3)
SCALE: NTS

NOTE:
THIS CONFIGURATION IS BASED
ON RF DATA SHEET V02, DATED
01/31/2011



NOTE:
1. ANY UNUSED ANTENNA OR TMA PORT TO HAVE NEW 50 OHM TERM INSTALLED
2. ANY UNUSED COAX LINES TO BE CAPPED AND WEATHERPROOFED AT BOTH ENDS

■ DIN MALE
■ DIN FEMALE

NOTE:
VIEW IS FROM BACK OF ANTENNAS



CHRISTOPHER WZACNY AND ASSOCIATES INC.
30150 TELEGRAPH ROAD, SUITE 114
BIRMINGHAM, MI 48025
TEL: (248) 722-6510
FAX: (248) 722-4810

REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

MI2109
SITE NAME: LIVONIA POLICE TOWER
AT&T FA #: 10076130

16000 FARMINGTON ROAD
LIVONIA, MI 48154
WAYNE COUNTY

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	08/04/11	REVISIONS	RD
2	08/04/11	RF REVISIONS	NA
3	08/04/11	FINAL COB	JD
4	08/04/11	REVISIONS	AP
5	08/04/11	RF/DC COB	AP
6	08/04/11	REVISIONS	RD

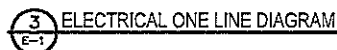
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SHEET TITLE
COAX DIAGRAM (SECTORS 2 & 3)

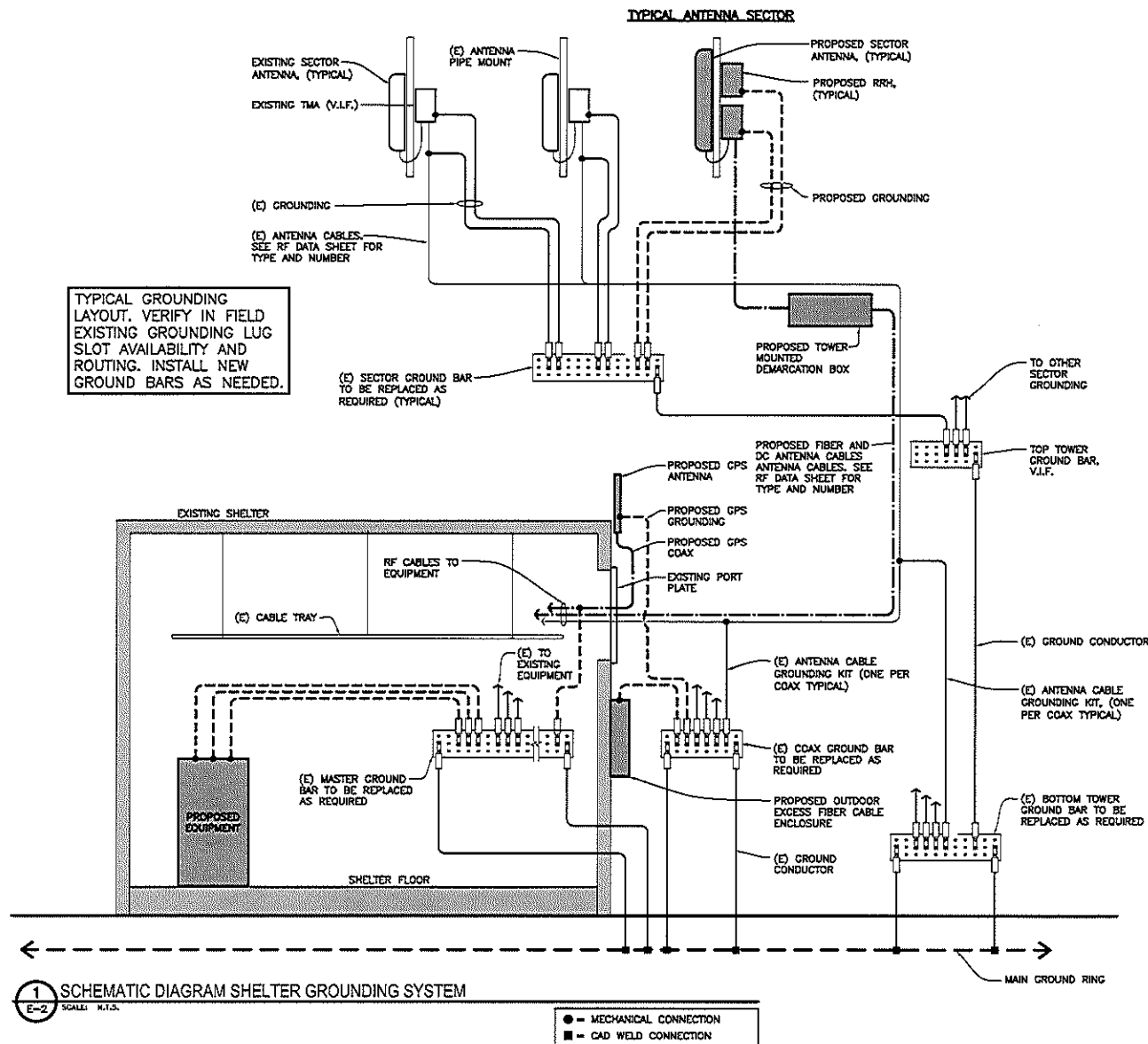
PROJECT NO.
MI2109

SHEET NUMBER
A-3

DO NOT SCALE DRAWINGS



DO NOT SCALE DRAWINGS



**CHRISTOPHER
WZACNY AND
ASSOCIATES INC.**

30150 TELEGRAPH ROAD, SUITE 114
BINGHAM FARMS, MI 48025
TEL: (248) 723-8516
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REFER TO GRAPHIC SCALE FOR
11"x17" DRAWINGS

MI2109
SITE NAME: LIVONIA
POLICE TOWER
AT&T FA #: 10076130

15080 FARMINGTON ROAD
LIVONIA
MI 48154
WAYNE COUNTY

REVISIONS			
2	08AUG11	REVISIONS	RD
1	06JUL11	RF REVISIONS	RA
0	25APR11	FINAL COR	JB
0	15MAR11	REVISIONS	AD
1	12MAR11	PREDIUM CDB 90%	AD
REV	DATE	DESCRIPTION	BY

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SHEET TITLE

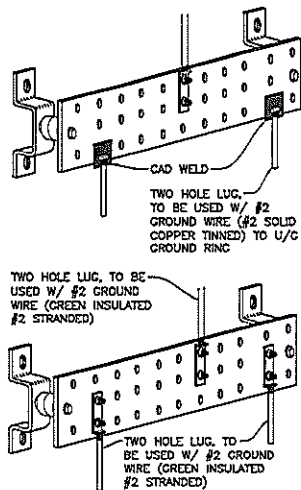
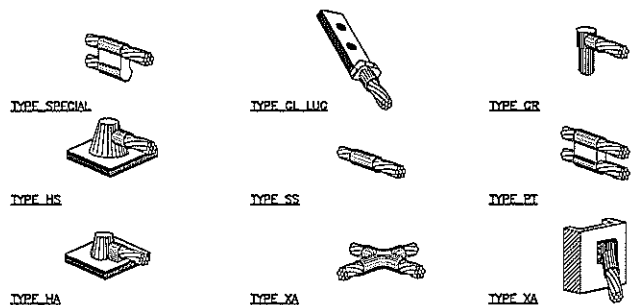
GROUNDING SCHEMATIC

PROJECT NO. MI2109

SHEET NUMBER: E-2

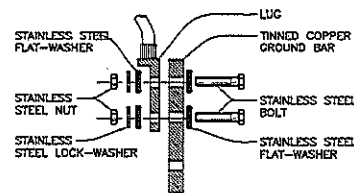
DO NOT SCALE DRAWINGS

NOTES: 1. THE GENERAL NOTES AND ACCOMPANYING DRAWINGS ARE TO INDICATE THE PROVISIONS AND INSTALLATION BY THE ELECTRICAL CONTRACTOR OF ALL LABOR, MATERIALS, AND EQUIPMENT REQUIRED TO INSTALL THE ELECTRICAL WORK COMPLETE IN CONNECTION WITH THIS, THE OWNER, SITE SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING:



1 TYPICAL GROUND BAR
E-3 SCALE: NTS

- NOTES:
1. TINNED COPPER GROUND BAR, 1/4" X 4" X 20", NEWTON INSTRUMENTS OR APPROVED EQUAL HOLES CENTER TO MATCH NEW DOUBLE LUG CONFIGURATION.
 2. INSULATORS- NEWTON CAT. NO 3015-8 OR APPROVED EQUAL. (WHERE REQUIRED)
 3. 5/8" LOCK WASHERS NEWTON CAT. NO. A-6056 OR APPROVED EQUAL.
 4. 5/8" -11 X 1" M.M.C.S. BOLTS NEWTON CAT. NO.-3012-1 OR APPROVED EQUAL.
 5. COAT ALL SURFACES W/ "KOPER SHIELD" BEFORE MATING.
 6. ALL HARDWARE TO BE STAINLESS STEEL UNLESS OTHERWISE INDICATED, *NUTS TO FACE OUT



ELECTRICAL - GENERAL NOTES:

1. THE INSTALLATION, PROVISIONS, AND CONNECTION OF A GROUND ROD (ELECTRODE) SYSTEM COMPLETE WITH A BUILDING AND SECONDARY GROUNDING AND CONNECTING TO THE INCOMING ELECTRICAL DISTRIBUTION EQUIPMENT.
2. THE INSTALLATION AND PROVISION OF AN ELECTRICAL SERVICE (OVERHEAD OR UNDERGROUND) AND ALL CONDUIT AND WIRE ASSOCIATED WITH IT AS INDICATED AND/OR REQUIRED ON PLANS.
3. THE INSTALLATION, PROVISION OF CONDUIT AND CONNECTIONS FOR LOCAL TELEPHONE SERVICE.
4. FOUR INCH DIAMETER CONDUITS SHALL BE PVC SCHEDULE #40, UNLESS OTHERWISE NOTED.
5. ALL FISH LINE SHALL BE LEFT IN CONDUITS (PVC) FOR FUTURE USE.
6. THE CONTRACTOR SHALL FURNISH AND INSTALL ELECTRICAL SERVICE ENTRANCE CONDUCTORS, CONDUIT AND METER SOCKET AND MAKE THE NECESSARY CONNECTION TO THE SERVICE EQUIPMENT WITHIN THE BUILDING.

CONTRACTOR TO LOCATE ALL UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION. EXTREME CAUTION IS TO BE EXERCISED IN AREAS THAT COULD POTENTIALLY CONTAIN UNDERGROUND UTILITIES. CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY UNSCHEDULED INTERRUPTION/ LOSS OF SERVICE THAT MAY OCCUR TO ANY EXISTING TENANT AT THIS SITE.

UTILITIES GENERAL NOTES:

1. UTILITY POINTS OF SERVICE AND WORK / MATERIALS SHOWN ARE BASED ON PRELIMINARY INFORMATION ONLY. PROVIDED BY THE UTILITY COMPANIES AND ARE FOR BID PURPOSE ONLY.
2. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY FOR FINAL AND EXACT WORK / MATERIALS REQUIREMENTS AND CONSTRUCT TO UTILITY COMPANY PLANS AND SPECIFICATIONS ONLY. CONTRACTOR SHALL FURNISH AND INSTALL ALL CONDUIT, PULL WIRES, CABLES, PULLBOXES, CONCRETE ENCASUREMENT OF CONDUIT (IF REQUIRED), TRANSFORMER PAD, BARRIERS, POLE RISERS, TRENCHING, BACKFILL, AND PAY ALL UTILITY COMPANY FEES AND INCLUDE ALL REQUIREMENTS IN SCOPE OF WORK.
3. ALL FISH LINE SHALL BE LEFT IN CONDUITS (PVC) FOR FUTURE USE.

ELECTRICAL WIRING AND RACEWAYS:

1. WIRING OF ALL KINDS MUST BE INSTALLED IN CONDUIT, UNLESS OTHERWISE NOTED OR APPROVED BY THE ELECTRICAL ENGINEER.
2. ALL WIRING SHALL BE COPPER TYPE THIN AND IN ACCORDANCE WITH THE (NEC) NATIONAL ELECTRICAL CODE OR AS INDICATED ON PLANS.
3. RACEWAYS SHALL BE STEEL GALVANIZED, WITH SIZE AS SPECIFIED AND IN ACCORDANCE WITH THE (NEC) NATIONAL ELECTRICAL CODE UNLESS OTHERWISE NOTED ON PLANS. ALL RACEWAYS SHALL BE APPROVED PRIOR TO INSTALLATION.
4. JUNCTION BOXES OR PULL BOXES SHALL MEET (NEC) NATIONAL ELECTRICAL CODE STANDARDS AND AS APPROVED FOR INSTALLATION OF RACEWAYS AND WIRING.
5. THE RACEWAY AND WIRING INSTALLATION SHALL BE GROUNDED PERMANENTLY AND EFFECTIVELY IN ACCORDANCE WITH ARTICLE 250 OF THE (NEC) NATIONAL ELECTRICAL CODES.

ELECTRICAL - GROUNDING SYSTEM

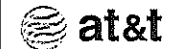
- ALL GROUNDING CONDUCTORS SHALL BE #2 SOLID TINNED COPPER, UNLESS OTHERWISE NOTED.
- CONDUCTORS ARE TO BE INSTALLED AT 3"-0" FROM SHELTER AND TOWER.
- GROUND SYSTEM MUST BE TESTED AND SHALL HAVE A RESISTANCE OF 5 OHMS OR LESS SUBMIT AN INDEPENDENT FALL POTENTIAL TESTING REPORT.
- ALL UNDERGROUND GROUNDING CONNECTORS ARE TO BE CADWELDED. ABOVE GRADE GROUNDING SHALL BE EITHER CADWELD OR MECHANICAL AS SPECIFIED ON DRAWINGS.
- ALL GROUNDING INSTALLATION IS TO BE IN ACCORDANCE WITH AT&T STANDARDS AND SUPPLEMENTS PROVIDED BY THE PROJECT MANAGER.
- GATE GROUNDING FLEX CONNECTOR: (IF REQUIRED) REF. "CADWELD" CATALOG #A0402 FOR GATE/POST FLEX CONNECTOR (EXAMPLE: PART NO. A230FC25-Y-XL FOR 3" POST).
- GROUND RODS SHALL BE INSTALLED VERTICALLY IN THE EXISTING UNDISTURBED EARTH, SPACED 10' ON CENTER. ALL GROUND RODS SHALL BE 5/8" DIA. X 8'-0" LONG COPPER/CLAD GROUND RODS UNLESS OTHERWISE NOTED, OR AS APPROVED BY THE FIELD ENGINEER.
- ALL EXOTHERMIC CONNECTIONS ON GALVANIZED SURFACES SHALL BE CLEANED THOROUGHLY AND COVERED WITH TWO (2) COATS SHERWIN WILLIAMS GALVATE PAINT 3350W3 (OR EQUAL).
- ALL ELECTRICAL AND MECHANICAL GROUND CONNECTIONS WILL HAVE NO OXIDATION COMPOUND APPLIED TO CONNECTION.
- THE GROUNDING SYSTEM SHALL BE TESTED AS SPECIFIED IN THE GROUND RESISTANCE TEST.
- ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL GROUNDING INSTALLATION AND CONSTRUCTION MAY VARY DUE TO THE SPECIFIC SITE CONDITIONS.
- ALL EXTERIOR GROUNDING AND TOP OF GROUNDING RODS SHALL BE BURIED TO A MINIMUM DEPTH OF 42" BELOW FINISH GRADE. ELECTRIC METER GROUND EXCLUDED.

GENERAL NOTES

- PRIOR TO THE SUBMISSION OF BIDS, THE ELECTRICAL CONTRACTOR SHALL VERIFY ALL DETAILS AND SCHEDULES ON THE DRAWINGS AND SPECIFICATIONS PROVIDED BY THE OWNER, FOR MEANING OF ABBREVIATIONS AND ADDITIONAL REQUIREMENTS AND INFORMATION, CHECK ELECTRICAL DRAWINGS FOR SCALE AND REPORT ANY DISCREPANCIES, CONFLICTS, ETC. TO THE OWNER BEFORE SUBMITTING BID.
- CONTRACTOR LIABILITY
- THE CONTRACTOR SHALL BE LIABLE FOR PROVIDING AND SECURING ALL REQUIRED PERMITS, LICENSES, INSPECTIONS, APPROVALS, AND PAYMENT OF ALL FEES.
- THE INSTALLATION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES: STATE, LOCAL, AND NATIONAL ALL THE DESIGN, PERFORMANCE CHARACTERISTIC METHODS OF CONSTRUCTION OF ALL ITEMS AND EQUIPMENT SHALL BE IN ACCORDANCE WITH THE LATEST ISSUE OF VARIOUS APPLICABLE STANDARD SPECIFICATIONS OF THE FOLLOWING RECOGNIZED AUTHORITIES:
- | | |
|------|--|
| NEC | NATIONAL ELECTRIC CODE |
| ANSI | AMERICAN NATIONAL STANDARD INSTITUTE |
| IEEE | INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS |
| ASTM | AMERICAN SOCIETY FOR TESTING MATERIALS |
| NEMA | NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION |
| UL | UNDERWRITERS LABORATORY, INC. |

ELECTRICAL ABBREVIATIONS

ATW	ATTACHED TO WALL	MTD	MOUNTED
C	CONDUIT	MCB	MASTER GROUND BUS BAR
CTW	CLOSE TO WALL	NEC	NATIONAL ELECTRIC CODE
ECB	EXTERNAL GROUND BUS BAR	PB	PULL BOX
EGRE	EMERGENCY GENERATOR RECEPTACLE	PH	PHASE (#)
FBO	FURNISHED BY OTHERS	PNL	PANEL
GFI	GROUND FAULT INTERRUPTER	RCS	RIGID GALVANIZED STEEL CONDUIT
HP	HORSEPOWER	SW	SWITCH
JB	JUNCTION BOX	TTC	TELEPHONE TERMINAL CABINET
KW	KILOWATTS	V	VOLTS
MAX	MAXIMUM	W	WIRE
MIN	MINIMUM	WM	WATER MAIN
MFR	MANUFACTURER	WP	WEATHERPROOF



CHRISTOPHER WZACNY AND ASSOCIATES INC.

30150 TELEGRAPH ROAD, SUITE 114
BIRMINGHAM, AL 35205
TEL: (205) 723-8516
FAX: (205) 723-4810

REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

MIZ109
SITE NAME: LIVONIA POLICE TOWER
AT&T FA #: 10076130

15050 FARMINGTON ROAD
LIVONIA, MI 48154
WAYNE COUNTY

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	01/11/91	REVISED	NA
2	01/11/91	REVISED	AP
3	01/11/91	REVISED	AP
4	01/11/91	REVISED	AP
5	01/11/91	REVISED	AP
6	01/11/91	REVISED	AP
7	01/11/91	REVISED	AP
8	01/11/91	REVISED	AP
9	01/11/91	REVISED	AP
10	01/11/91	REVISED	AP

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF THE LICENSED PROFESSIONAL ARCHITECT, TO ALTER THIS DOCUMENT.

SHEET TITLE:
GROUNDING DETAILS AND ELECTRICAL NOTES

PROJECT NO.: MIZ109

SHEET NUMBER:
E-3

DO NOT SCALE DRAWINGS

EXHIBIT D

LESSEE: AT&T

LOCATION: Livonia Police Station

COMMENCEMENT DATE: November 2011

SCHEDULE OF RENTS (Annual Increases) 4.0%

<u>PERIOD</u>	<u>ANNUAL RENT</u>
---------------	--------------------

INITIAL TERM

November 2011	TO	October 2012	\$52,223
November 2012	TO	October 2013	54,312
November 2013	TO	October 2014	56,484
November 2014	TO	October 2015	58,744
November 2015	TO	October 2016	61,094

1ST FIVE YEAR EXTENSION

November 2016	TO	October 2017	63,537
November 2017	TO	October 2018	66,079
November 2018	TO	October 2019	68,722
November 2019	TO	October 2020	71,471
November 2020	TO	October 2021	74,330

2ND FIVE YEAR EXTENSION

November 2021	TO	October 2022	77,303
November 2022	TO	October 2023	80,395
November 2023	TO	October 2024	83,611
November 2024	TO	October 2025	86,955
November 2025	TO	October 2026	90,433

3RD FIVE YEAR EXTENSION

November 2026	TO	October 2027	94,051
November 2027	TO	October 2028	97,813
November 2028	TO	October 2029	101,725
November 2029	TO	October 2030	105,794
November 2030	TO	October 2031	110,026

GRAND TOTAL

\$1,555,101

Vice President Walsh left the podium at 8:35 p.m. due to a conflict of interest on the next Agenda item.

CELLULAR TOWERS

Rec. and file info. from
Law Dept. re:
tower study that
was conducted by
AT&T Wireless
Services.

A communication from the Department of Law, dated February 10, 1998,
re: a tower study that was conducted by AT&T Wireless Services, dated December 8,
1997, was received and placed on file for the information of the Council. FEB 11 1998

CELLULAR TOWERS

Rec. and file info. from
Law Dept. re:
payment made
for relocation of
existing cellular
tower antennae
in other
municipalities
by AT&T Wireless Services.

A communication from the Department of Law, dated February 9, 1998,
re: payment made for relocation of existing cellular tower antennae in other
municipalities was received and placed on file for the information of the Council.

FEB 11 1998

CELLULAR TOWERS

Rec. and file info. from
AT&T Wireless
re: forwarding
check for annual rent
at 15080
Farmington Road.

A communication from AT&T Wireless Services, dated January 29, 1998,
re: forwarding a check for the annual rent at 15080 Farmington Road was received and
placed on file for the information of the Council.

FEB 11 1998

CELLULAR TOWERS

Rec. and file info. from
Planning Dept.
re: listing of
Cellular Towers.

A report prepared by the Planning Department, dated February 4, 1998,
re: Cellular Towers was received and placed on file for the information of the Council.

FEB 11 1998

On a motion by Brosnan, seconded by Laura, it was:

CELLULAR TOWERS

Approval of the
modification of the
lease agreement bet. the
City of Livonia and AT&T
Wireless Services for
the space on the
cellular tower antennae
at the Livonia Police
Station site to allow
AT&T Wireless Services
to place its antennae at
a higher level on the
tower subject to payment
by AT&T Wireless
Services to the City of
a one-time fee of
\$15,000.

RESOLVED, that having considered a communication from
the Department of Law, dated January 23, 1998, approved for submission
by the Mayor, regarding a proposed modification of the lease agreement
between the City of Livonia and AT&T Wireless Services for the space on
the cellular tower antennae at the Livonia Police Station site to allow
AT&T Wireless Services to place its antennae at a higher level on the
tower, the Council does hereby approve the proposed modification of the
lease agreement, subject to approval as to form by the Department of
Law, to allow AT&T Wireless Services to place its antennae at the 145' to
155' level (as opposed to the current 100' level) subject to payment by
AT&T Wireless Services to the City of a one-time fee of \$25,000.00 with
the 3rd, 4th and 5th years of the lease open for re-negotiation; and the
Mayor and City Clerk are hereby authorized to execute the necessary
amendatory agreement for and on behalf of the City of Livonia with AT&T
Wireless Services, and to do all other things necessary or incidental to
the full performance of this resolution.

FEB 11 1998

On a motion by Laura, seconded by (none), it was:

RESOLVED, that the Council does hereby call the previous
question and end debate.

A roll call vote was taken on the motion to call the previous question with the following
result:

AYES: Brosnan, Vandersloot, Pastor, Laura, and Engebretson.

NAYS: None.

The President declared debate ended.

A roll call vote was then taken on the aforementioned resolution with the following
result:

AYES: Brosnan and Laura.

NAYS: Vandersloot, Pastor, and Engebretson.

The President declared the resolution denied.

On a motion by Brosnan, seconded by Laura, it was:

RESOLVED, that having considered a communication from the Department of Law, dated January 23, 1998, approved for submission by the Mayor, regarding a proposed modification of the lease agreement between the City of Livonia and AT&T Wireless Services for the space on the cellular tower antennae at the Livonia Police Station site to allow AT&T Wireless Services to place its antennae at a higher level on the tower, the Council does hereby refer this item to the Capital Improvement Committee for its report and recommendation.

A roll call vote was taken on the foregoing resolution with the following result:

AYES: Brosnan and Laura.

NAYS: Vandersloot, Pastor, and Engebretson.

The President declared the resolution denied.

On a motion by Vandersloot, seconded by Pastor, it was:

#120-98 RESOLVED, that having considered a communication from the Department of Law, dated January 23, 1998, approved for submission by the Mayor, regarding a proposed modification of the lease agreement between the City of Livonia and AT&T Wireless Services for the space on the cellular tower antennae at the Livonia Police Station site to allow AT&T Wireless Services to place its antennae at a higher level on the tower, the Council does hereby approve the proposed modification of the lease agreement, subject to approval as to form by the Department of Law, to allow AT&T Wireless Services to place its antennae at the 145' to 155' level (as opposed to the current 100' level) subject to payment by AT&T Wireless Services to the City of a one-time fee of \$15,000.00; FURTHER, the Council does hereby authorize an appropriation in the amount of \$7,500.00 from Account No. 101-707-974-000, Parks and Recreation - Capital Outlay, for purchase of playground equipment at Ben Celani Park and an appropriation of \$7,500.00 from Account No. 101-304-987-000, Police Administration - Capital Outlay, for purchase of improvements to the Police gun range; and the Mayor and City Clerk are hereby authorized to execute the necessary amendatory agreement for and on behalf of the City of Livonia with AT&T Wireless Services, and to do all other things necessary or incidental to the full performance of this resolution.

A roll call vote was taken on the foregoing resolution with the following result:

AYES: Vandersloot, Pastor, and Engebretson.

NAYS: Brosnan and Laura.

The President declared the resolution adopted.

Councilmember Laura questioned the vote outcome and the Chair made a ruling that the resolution passed 3-2.

On a motion by Laura, seconded by (none), it was:

RESOLVED, that the Council does hereby appeal the ruling of the Chair on the aforementioned resolution.

The President relinquished the Chair to Councilmember Brosnan at 8:55 p.m.

A roll call vote was taken with respect to the appeal with the following result:

AYES: Laura.

NAYS: Engebretson, Vandersloot, Pastor, and Brosnan.

Councilmember Brosnan declared the appeal denied.

Vice President Walsh returned to the podium at 8:58 p.m.

The President resumed the Chair at 8:58 p.m.

John Walsh
Conflict of
Interest

DEPARTMENT OF LAW

CITY ATTORNEY
Sean P. Kavanagh

CHIEF ASSISTANT CITY ATTORNEY
Cathryn K. White

ASSISTANT CITY ATTORNEY
Michael E. Fisher

ASSISTANT CITY ATTORNEY
Barbara J. Scherr



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2520
FAX: (734) 421-4870

Jack E. Kirksey
MAYOR

**NEW DATA
ATTACHED**

February 10, 1998

TO: HONORABLE MEMBERS OF THE CITY COUNCIL

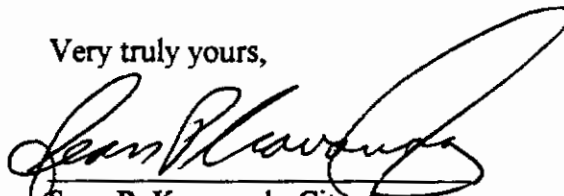
FROM: DEPARTMENT OF LAW

SUBJECT: AT & T Cellular Tower Lease Amendment - Additional Data
Regular Meeting of February 11, 1998 - Item #18

Dear Council Members:

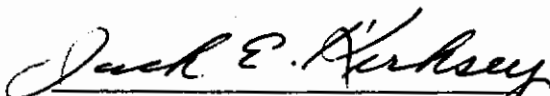
Please find attached a tower study that was conducted by AT&T Wireless Services, dated December 8, 1997, at no charge to the City.

Very truly yours,



Sean P. Kavanagh, City Attorney

APPROVED FOR SUBMISSION:

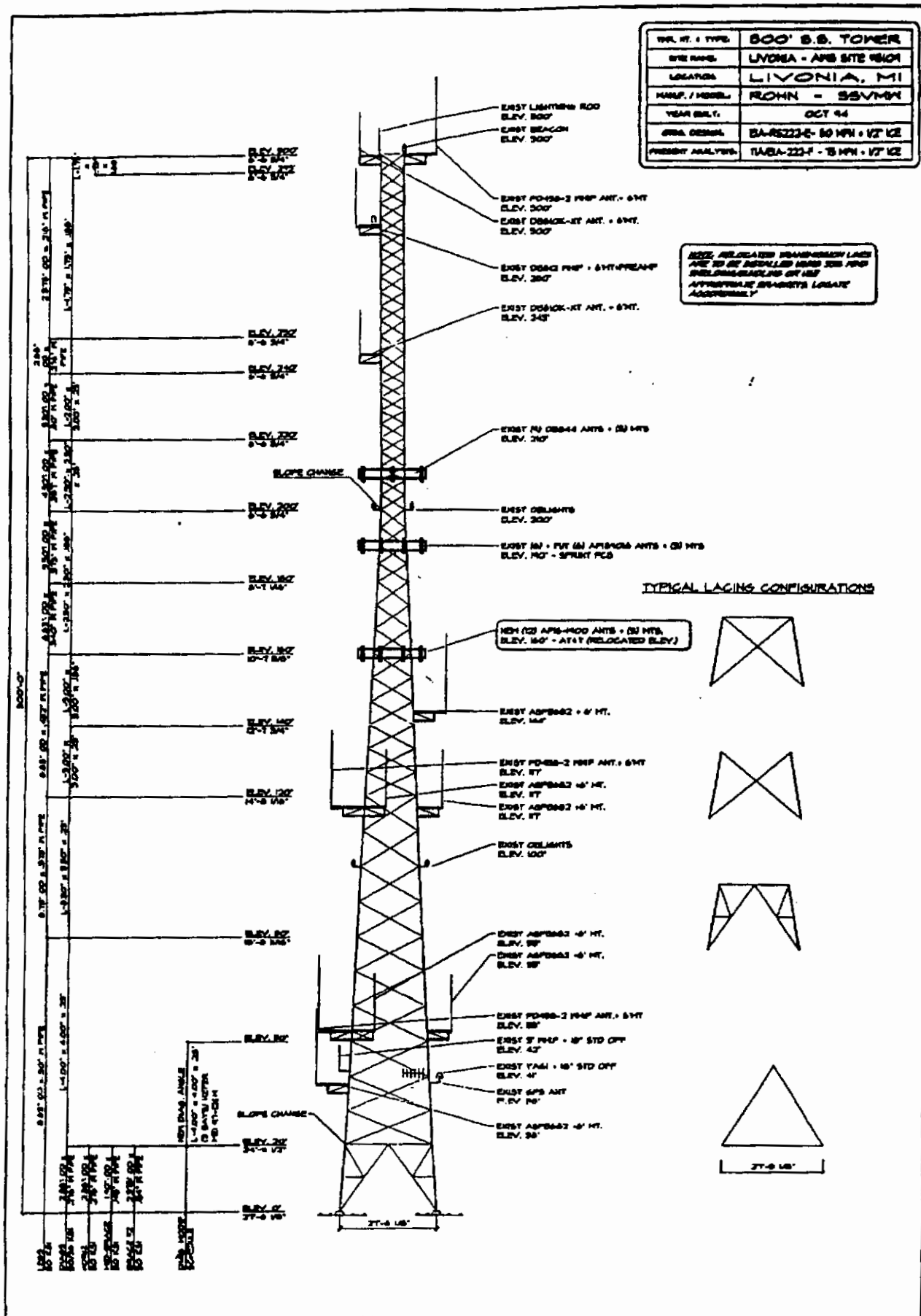


Jack E. Kirksey, Mayor

SPK:mr
Attachment

cc: Mayor, Clerk, Council, Finance, Parks and Recreation, Chief of Police

k-5:councilat&tlea p2



TOWER ELEVATION & SECTION
300' S.S. TOWER
AT&T WIRELESS SERVICES
SOUTHFIELD MICHIGAN

REVISIONS	DATE: 12/08/97	BY: 47-464	HEET NO. 1
DATE: 12/08/97	BY: 47-464	HEET NO. 1	
APP'D. BY: 47-464	DATE: 12/08/97	HEET NO. 1	

AWS
ANTENNA

LIVONIA POLICE DEPARTMENT
TOWER MAPPING SITE #3109
ROHN SELF SUPPORTING TOWER

#	HEIGHT	AZMUTH	SIDEARM	LINE SIZE	ANTENNAS	MODEL #
1.)	38 FT	NORTH LEG	6 FT. ROHN ARM	RG 6	1	
2.)	38 FT	WEST LEG	6 FT. ROHN ARM	7/8"	1	ASPB-682
3.)	41 FT	EAST LEG	18 INCH STANDOFF	7/8"	1	YAO1
4.)	42 FT		18 INCH STANDOFF	RG 213	1	3 FT. WHIP
5.)	53 FT	EAST LEG	6 FT. ROHN ARM	7/8"	1	458-2
6.)	53 FT	NORTH LEG	6 FT. ROHN ARM	7/8"	1	ASPB-682
7.)	53 FT	WEST LEG	6 FT. ROHN ARM	7/8"	1	ASPB-682
8.)	97 FT (THIS SECTOR TO MOVE TO 160' LBVEL	NORTH, EAST, WEST LEG	SECTOR FRAMES ROHN	7/8" $\frac{1}{2}$ 1 5/8"	9 $\frac{1}{2}$ 12	AP1900 AWS/0908 16
9.)	117 FT	NORTH LEG	6 FT. ROHN ARM	7/8"	1	ASPB682
10.)	117 FT	EAST LEG	6 FT. ROHN ARM	7/8"	1	ASPB682
	117 FT	WEST LEG	6 FT. ROHN ARM	7/8"	1	458-2
	144 FT	EAST LEG	6 FT. ROHN ARM	7/8"	1	ASPB682
11.)	190 FT	NORTH, EAST, WEST LEG	SECTOR FRAMES (3)	1 5/8"	6	AP189016-4
12.)	210 FT	NORTH, EAST, WEST LEG	SECTOR FRAMES (3)	1 5/8"	9	DB844880-XY
13.)	245 FT	WEST LEG	6 FT. ROHN SIDE- ARM	1 5/8"	1	DB810K-XT
14.)	280 FT (HAS PRB-AMP MOUNTED A FOOT ABOVE SIDE ARM)	WEST LEG	6 FT. ROHN SIDE- ARM	1 5/8"	1	DB812K-XT
15.)	295 FT	NORTH LEG	6 FT. ROHN SIDE- ARM	1 5/8"	1	458-2
16.)	295 FT	EAST LEG	6 FT. ROHN SIDE- ARM	1 5/8"	1	DB810K-XT

3109

DEPARTMENT OF LAW

Jack E. Kirksey
MAYOR

CITY ATTORNEY
Sean P. Kavanagh

CHIEF ASSISTANT CITY ATTORNEY
Cathryn K. White

ASSISTANT CITY ATTORNEY
Michael E. Fisher

ASSISTANT CITY ATTORNEY
Barbara J. Scherr



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(313) 466-2520
FAX: (313) 421-4870

January 23, 1998

TO: HONORABLE MEMBERS OF THE CITY COUNCIL

FROM: DEPARTMENT OF LAW

SUBJECT: Cellular Tower Antennae - Livonia Police Station Site

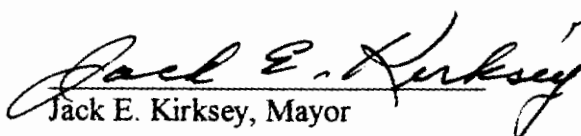
Dear Council Members:

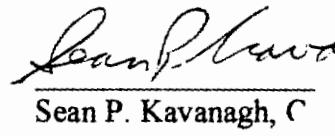
We have reached a preliminary agreement with AT&T Wireless Services to modify the lease agreement previously entered into for space on the cellular tower located behind the police station. AT&T desires to raise their antennae array from the 100' level to the 145' - 155' level. After negotiations, AT&T has agreed to pay the City a one time fee of \$15,000.00. The lease terms, including the monthly rental previously agreed to, will continue.

We request that the City Council place this item on the next Council study meeting for consideration. Two (2) uses have been identified for the AT&T monies; \$7,500.00 for new playground equipment for the McNamara/Bicentennial Park adjacent to the Fr Course, and \$7,500.00 to be used to construct a pavilion at the police gun range willing to pay the \$15,000.00 fee immediately after Council approval.

APPROVED FOR SUBMISSION:

Very truly yours,


Jack E. Kirksey, Mayor


Sean P. Kavanagh, C

SPK:mv

cc: Mayor, Clerk, Council, Police Chief, Superintendent
Finance Director

26b:AT&T

DEPARTMENT OF LAW

Jack E. Kirksey
MAYOR

CITY ATTORNEY
Sean P. Kavanagh
CHIEF ASSISTANT CITY ATTORNEY
Cathryn K. White
ASSISTANT CITY ATTORNEY
Michael E. Fisher
ASSISTANT CITY ATTORNEY
Barbara J. Scherr



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(313) 466-2520
FAX: (313) 421-4870

December 26, 1997

AT&T Wireless
26877 Northwestern Hwy., Suite 350
Southfield, MI 48034
Attn: Mr. Anthony Amin

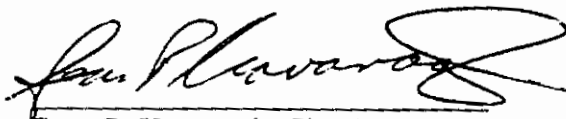
Re: Cellular Tower Antennae - Livonia Police Station Site

Dear Mr. Amin:

Confirming our telephone conversation of December 19, 1997, I indicated to you that the City of Livonia, subject to City Council and Mayoral approval, will allow AT&T Wireless to move its antennas currently situated at the 100 foot level of the police station tower to the 147 foot level (approximately). In exchange for this lease modification, AT&T Wireless will; 1) provide an equipment study of the tower to determine and identify present users and equipment (already provided); 2) move the City's antennae to another location as directed by Mr. Joe Sellinger at no expense to the City; and 3) pay the City a one time fee of \$15,000.00 either by check within 30 days of Council approval, or by supplying \$7,500.00 worth of playground equipment to the Livonia Parks and Recreation Department and \$7,500.00 worth of construction materials and labor for installation of a pavilion at the police gun range.

If the above proposal and affirmation is acceptable to AT&T Wireless, please indicate in writing your acceptance and preferred method of payment as soon as possible. Upon receipt, we will submit the proposal to the Livonia City Council at the next available meeting. Thank you.

Very truly yours,



Sean P. Kavanagh, City Attorney

SPK:kp

cc: Mayor, City Clerk, City Council, Finance, Police - Chief Murray,
Parks and Recreation - Ron Reinke

k-5:spk:utr:AT&T



AT&T Wireless Services
Suite 350
26877 Northwestern Hwy.
Southfield, MI 48034
248 386-7000
FAX 248 386-7007

January 22, 1998

Mr. Sean P. Kavanagh
City Attorney
City of Livonia
33000 Civic Center Drive
Livonia, MI 48154-3097

RE: CELLULAR TOWER ANTENNAE - LIVONIA POLICE STATION SITE

Dear Mr. Kavanagh:

Please allow this correspondence to summarize our understanding with regards to your correspondence dated December 26, 1997. Please review same at your earliest convenience.

AT&T Wireless Services (AWS) agrees to provide the City of Livonia a one time fee of Fifteen Thousand (\$15,000.00) Dollars in exchange for a lease modification allowing AWS to move its antennas from the current 100' level to a new level of 145' - 155'. For this contribution, AWS would appreciate an expeditious response from the Livonia City Council since we believe it to be only an administrative matter. We would like to have this item submitted for approval by the City Council at the earliest opportunity which we believe would be the regular meeting on January 28, 1998. Upon receipt of all necessary City approvals, AWS will provide a check to the City of Livonia.

I trust this is complete for your purposes; however, if there are any questions or if additional information is needed, please feel free to contact me at (248) 386-7006. Thank you for your consideration in this matter.

Sincerely,

AT&T WIRELESS SERVICES

A handwritten signature in black ink, appearing to read "Anthony M. Amine".

Anthony M. Amine
Director of Site Acquisition

DEPARTMENT OF LAW

CITY ATTORNEY
Sean P. Kavanagh

CHIEF ASSISTANT CITY ATTORNEY
Cathryn K. White

ASSISTANT CITY ATTORNEY
Michael E. Fisher

ASSISTANT CITY ATTORNEY
Barbara J. Scherr



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(313) 466-2520
FAX: (313) 421-4870

Jack E. Kirksey
MAYOR

97 DEC 26 PM 4:31
SPK

December 26, 1997

AT&T Wireless
26877 Northwestern Hwy., Suite 350
Southfield, MI 48034
Attn: Mr. Anthony Amin

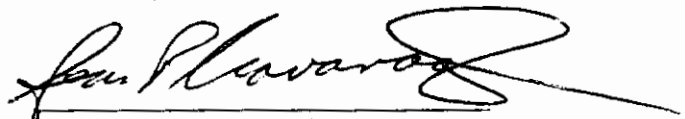
Re: Cellular Tower Antennae - Livonia Police Station Site

Dear Mr. Amin:

Confirming our telephone conversation of December 19, 1997, I indicated to you that the City of Livonia, subject to City Council and Mayoral approval, will allow AT&T Wireless to move its antennas currently situated at the 100 foot level of the police station tower to the 147 foot level (approximately). In exchange for this lease modification, AT&T Wireless will; 1) provide an equipment study of the tower to determine and identify present users and equipment (already provided); 2) move the City's antennae to another location as directed by Mr. Joe Sellinger at no expense to the City; and 3) pay the City a one time fee of \$15,000.00 either by check within 30 days of Council approval, or by supplying \$7,500.00 worth of playground equipment to the Livonia Parks and Recreation Department and \$7,500.00 worth of construction materials and labor for installation of a pavilion at the police gun range.

If the above proposal and affirmation is acceptable to AT&T Wireless, please indicate in writing your acceptance and preferred method of payment as soon as possible. Upon receipt, we will submit the proposal to the Livonia City Council at the next available meeting. Thank you.

Very truly yours,


Sean P. Kavanagh, City Attorney

SPK:kp

cc: Mayor, City Clerk, City Council, Finance, Police - Chief Murray,
Parks and Recreation - Ron Reinke

k-5:spk\lrr\AT&T

Revised 2/4/98

CELLULAR TOWERS

LIVONIA, MICHIGAN

**NEW DATA
ATTACHED**

29 FEB 11 PM 3:33

RECEIVED
LIVONIA CITY COUNCIL

**PREPARED FOR
THE
LIVONIA CITY COUNCIL
AND
LIVONIA CITY PLANNING COMMISSION**

**PREPARED BY
THE
LIVONIA PLANNING DEPARTMENT**

MAYOR

Jack E. Kirksey

CITY COUNCIL

Jack Engebretson, *President*

John Walsh, *Vice President*

Maureen Miller Brosnan

Brian Duggan

Joe Laura

John Pastor

Val Vandersloot

CITY CLERK

Joan McCotter

TREASURER

Laura M. Toy

PLANNING COMMISSION

James C McCann, *Chairman*

Robert Alanskas, *Vice Chairman*

C. Daniel Piercecchi, *Secretary*

Elaine Koons

Michael S. Hale

William LaPine

PLANNING DEPARTMENT

Administration

John J. Nagy, Planning Director

Planners

S. Allen Nowak, Planner IV

Scott Miller, Planner II

William H. Poppenger, Jr., Planner I, Project
Principle

Clerical

Doris E. Urbanski, Program Supervisor

Robby Williams, Clerk-Steno II

WIRELESS COMMUNICATION FACILITIES

Location & Address	Type of Tower and Colocater available	Height of Tower	Single purpose or a colocater
Existing Cellular One			
1. El Nibble Nook Restaurant 27725 Eight Mile Road	monopole & no	120'	single
2. Data Techniques Inc. 31835 Eight Mile Road	monopole & no	120'	single
3. Botsford Park & Pool 19444 Lathers	monopole & no	120'	single
4. Schoolcraft College 18600 Haggerty	monopole & no	120'	single
5. Laurel Park Office III 17197 N. Laurel Park Dr..	attached to bldg. & yes	roof top	single
6. Phillips Plumbing 17201 Middlebelt	monopole & no	120'	single
7. Nagle Paving Co. 13055 Levan	monopole & no	120'	single
8. Certified Celings & Walls 33026 Capital	monopole & no	120'	single
9. Secured Self Storage 12775 Inkster Road	monopole & no	120'	single
10. United Parcel 30422 Industrial Road	monopole & no	120'	single
Proposed Cellular one			

Location & Address	Type of Tower and Colocater available	Height of Tower	Single purpose or a colocater
--------------------	---------------------------------------	-----------------	-------------------------------

Existing Ameritech Mobile Communications AMCI's

11. Mini U Storage 32455 Eight Mile Road	monopole & no	120'	single
12. Stevenson High School 33620 Six Mile Road	monopole & no	120'	single
13. Joe's Trailers 13374 Farmington Road	monopole & no	120'	single
14. CAN-AM Eng. Products 30850 Industrial Road	monopole & no	120'	single
15. Luwall Investment Co. 13329 Inkster	monopole & no	120'	single

Existing AT & T

16. Wayne Co. Hines Pkwy. 9150 Stark Road	monopole & no	120'	single
17. Livonia Civic Center 15050 Farmington Road	lattace & yes	300'	colocater
18. Knights of Columbus (ste.3108) 39050 Schoolcraft	monopole & yes	120'	colocater

Proposed AT & T

Location & Address	Type of Tower and Colocater available	Height of Tower	Single purpose or a colocater
Existing Nextel Towers			
19. Livonia Civic Center 15050 Farmington Road	lattice & yes	300'	colocater
20. Whispering Willows Golf Course 37305 Eight Mile Road	lattice & Yes	145'	colocater
21. K of C Hall 38435 Schoolcraft	monopole & Yes	130'	colocater
Existing Sprint Spectrum LP			
22. Laurel Park Office III 17197 N. Laurel Park Drive	rooftop & No	10'	single
23. Livonia Civic Center 15050 Farminton Road	lattice & Yes	300'	colocater
24. Data Techniques Inc. 120' 31835 Eight Mile Road	monopole & Yes	120'	colocater

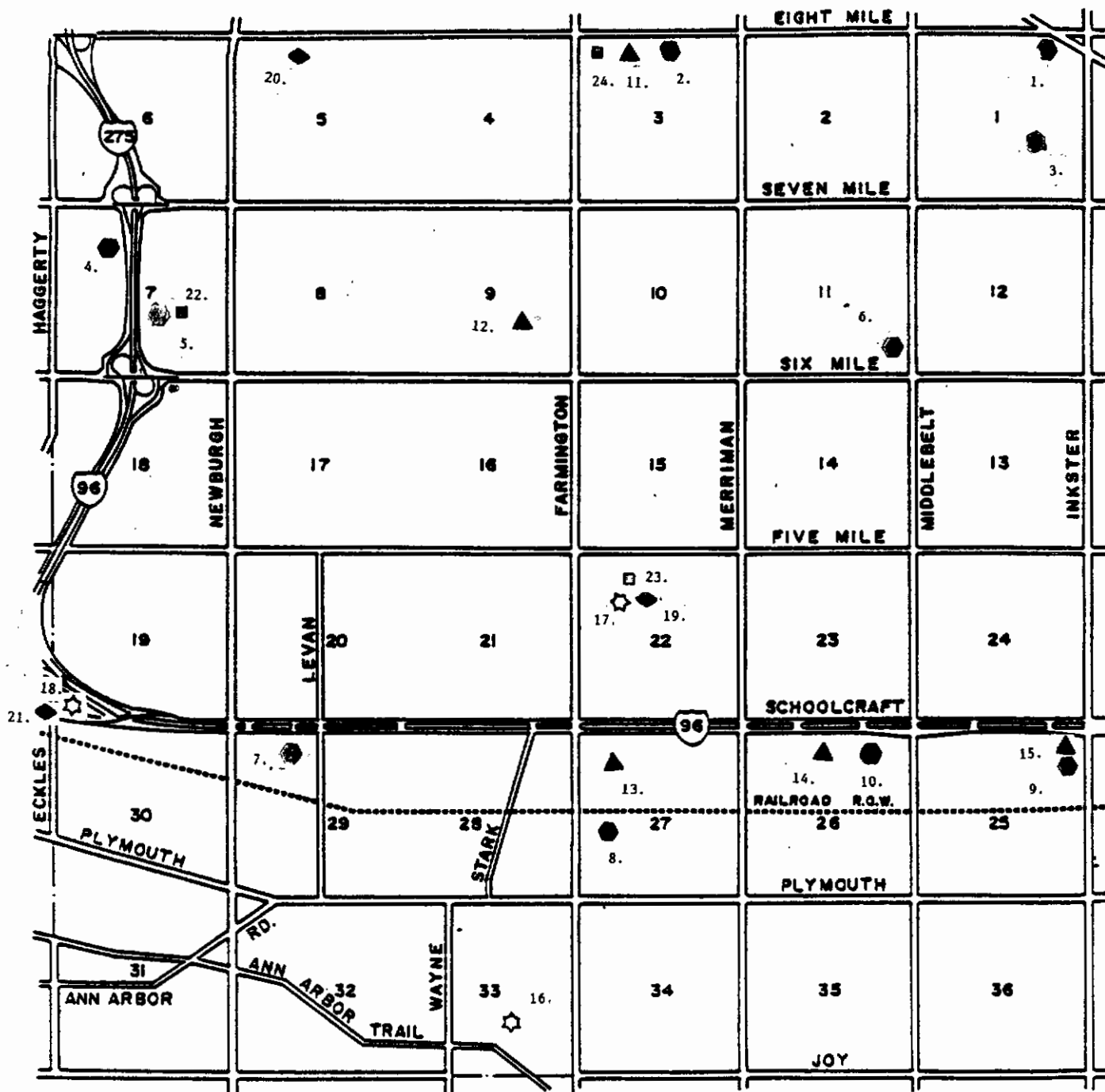
Cellular One
26935 Northwestern Hwy.
Southfield, Mich 48034

Ameritech Mobil Communications
32255 Northwestern Hwy.
Farmington Hills, Mich. 48334

AT & T Wireless Services Inc.
26877 Northwestern Hwy.
Suite 350
Southfield, Mich. 48034

Nextel Communications
300 Galleria Officecentre
Southfield, Mich. 48034

Sprint Spectrum
200 Galleria Officecentre
Suite 125
Southfield, Mich. 48034

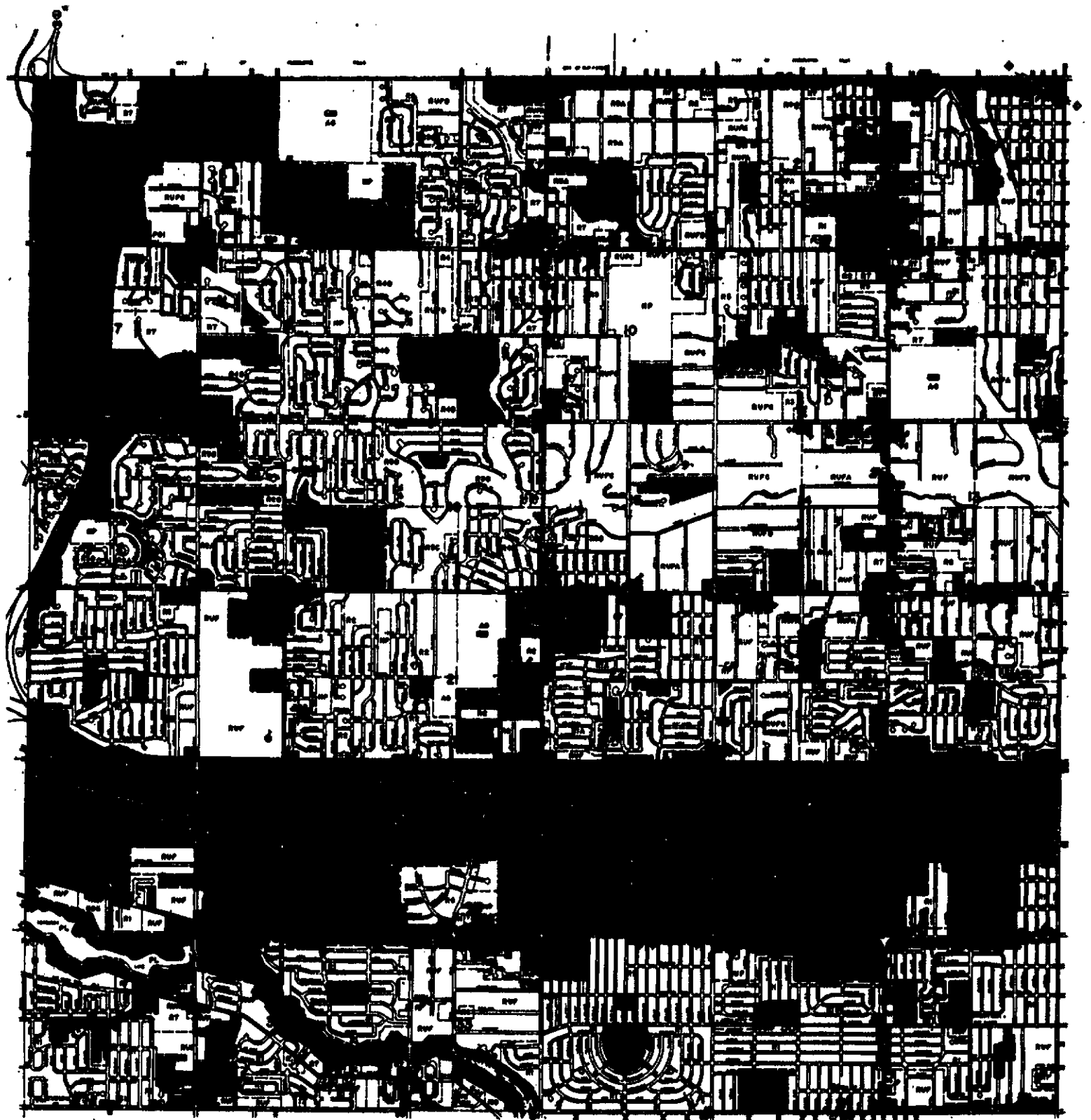


LEGEND

- Existing Cellular One Sites
- Proposed Cellular One Sites
- ▲ Existing AMCI Sites
- △ Proposed Amci Sites
- ☆ Existing AT & T Sites
- ⊛ Proposed AT & T Sites
- ◆ Existing Nextel Sites
- ◇ Proposed Nextel Sites
- Existing Sprint Spectrum Sites
- Proposed Sprint Spectrum Sites

CELLULAR TOWERS

PREPARED BY LIVONIA CITY PLANNING DEPARTMENT



WIRELESS COMMUNICATION FACILITIES AUTHORIZATION MAP LIVONIA, MICHIGAN

Permitted Uses

Permitted Uses
must obtain owners approval

Waiver Uses

Special Waiver Uses



Wireless Communication Sites (continued)

Q. Why do wireless sites have to be a certain height?

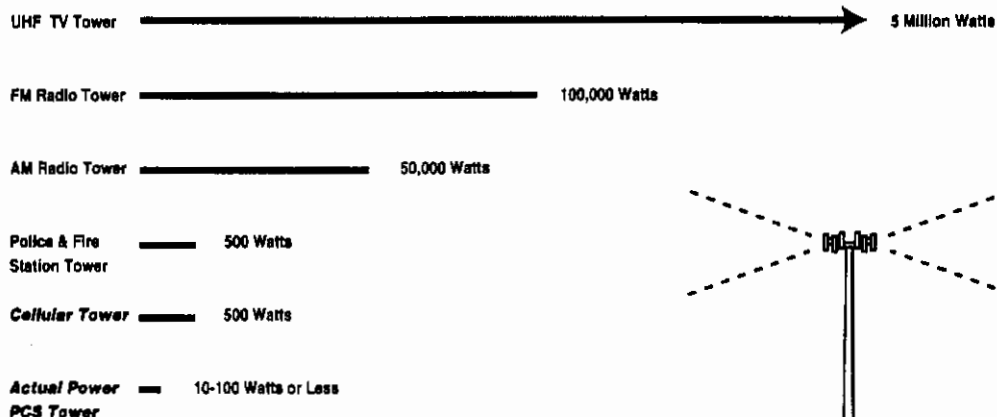
PCS is a low-power, line-of-sight radio technology. Therefore, antennas must be elevated to ensure that the radio waves have a clear path of transmission and are not obstructed by hills, high buildings or other structures. The optimum height of a site, usually between 100 and 150 feet, depends on the topography of the land where it will be located.

Q. At what power level does a typical site operate?

PCS radio links operate at very low power levels - typically 100 watts or less per channel, the same wattage as an ordinary household light bulb. In comparison, a television tower may emit up to 5 million watts and a commercial FM radio station may operate at 100,000 watts of power.

Power Levels From Towers

(Maximum Allowable per Channel)



SOURCES : Federal Communications Commission
Cellular Telecommunications Industry Association

EXHIBIT D
SCHEDULE OF RENTS

<u>PERIOD</u>					<u>ANNUAL RENT</u>
INITIAL TERM					
February 1, 1997	TO	January 31, 1998			\$24,000
February 1, 1998	TO	January 31, 1999			24,960
February 1, 1999	TO	January 31, 2000			25,958
February 1, 2000	TO	January 31, 2001			26,997
February 1, 2001	TO	January 31, 2002			28,077
1ST FIVE YEAR EXTENSION					
February 1, 2002	TO	January 31, 2003			29,200
February 1, 2003	TO	January 31, 2004			30,368
February 1, 2004	TO	January 31, 2005			31,582
February 1, 2005	TO	January 31, 2006			32,846
February 1, 2006	TO	January 31, 2007			34,159
2ND FIVE YEAR EXTENSION					
February 1, 2007	TO	January 31, 2008			35,526
February 1, 2008	TO	January 31, 2009			36,947
February 1, 2009	TO	January 31, 2010			38,425
February 1, 2010	TO	January 31, 2011			39,962
February 1, 2011	TO	January 31, 2012			41,560
3RD FIVE YEAR EXTENSION					
February 1, 2012	TO	January 31, 2013			43,223
February 1, 2013	TO	January 31, 2014			44,952
February 1, 2014	TO	January 31, 2015			46,750
February 1, 2015	TO	January 31, 2016			48,620
February 1, 2016	TO	January 31, 2017			50,564
GRAND TOTAL					\$714,674

*Original to
Finance*



AT&T

18

January 29, 1998

AT&T Wireless Services
Suite 350
26877 Northwestern Hwy.
Southfield, MI 48034
248 386-7000
FAX 248 386-7007

City of Livonia
15050 Farmington Road
Livonia, MI 48154

**NEW DATA
ATTACHED**

Re: **AT&T Site 3109B**
15080 Farmington Road

To whom it may concern:

Please find a check in the amount of Twenty Four Thousand Nine Hundred and Sixty (\$24,960.00) Dollars enclosed for your annual rent.

I trust the enclosed is accurate and complete for your purposes; however, if there are any questions or if additional information is needed, please feel free to contact me at 248-386-7053.

Very truly yours,

AT&T WIRELESS SERVICES

Liz S. Lanni
Site Acquisition

Enclosure



Recycled Paper

PAYMENT DATE

CONTROL NUMBER

VENDOR NAME

VENDOR NUMBER

INVOICE NUMBER 27 JAN 98 INVOICE DATE | DESCRIPTION CITY OF LIVONIA | 10000059

98 ANNUAL 26-JAN-98 ANNUAL RENT 02/01/98-01/31/99 3 0.00 24,960.00

3109

0.00 24,960.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND WITH AN ARTIFICIAL WATERMARK AND SAFETY PANTOGRAPH ON THE REVERSE SIDE.



AT&T Wireless Services
 CENTRAL REGION
 2630 LIBERTY AVENUE
 PITTSBURGH, PA 15222
 (412) 471-4400

1 SEAFIRST BANK
 DISBURSEMENT ACCOUNT

86-156
531

CHECK DATE
 27-JAN-98

CHECK NUMBER
 8072747

8072747

AMOUNT

*****24,960.00

BY EXACTLY ▶

Twenty-Four Thousand Nine Hundred Sixty Dollars And 00 Cents*****

TO THE ORDER OF

CITY OF LIVONIA
 15050 FARMINGTON ROAD
 LIVONIA, MI 48154

FIRST UNION NATIONAL BANK
 CHAPEL HILL, N.C.

AUTHORIZED SIGNATURE
 NOT VALID AFTER 90 DAYS

⑈08072747⑈ ⑆053101561⑆ 207998525301⑈

FAX

RECEIVED
CITY OF LIVONIA OFFICE

Date 02/06/98

Number of pages including cover sheet 3

TO: Honorable City Council Member
City of Livonia

RECEIVED
FEB 6 PM 4:52

Phone
Fax Phone 734-421-4388

FROM: Liz Lanni
AT&T Wireless Services
26877 Northwestern Highway
Suite 350
Southfield, Michigan 48334

Phone 248-386-7053
Fax Phone 248-386-7006

CC:

REMARKS: ☐ Urgent ☐ For your review ☐ Reply ASAP ☐ Please Comment

**NEW DATA
ATTACHED**



AT&T Wireless Services
Suite 350
26877 Northwestern Hwy.
Southfield, MI 48034
810 386-7000
FAX 810 386-7007

February 6, 1998

Mr. Sean P. Kavanagh
City Attorney
City of Livonia
33000 Civic Center Drive
Livonia, MI 48154-3097

RE: CELLULAR TOWER ANTENNAE - LIVONIA POLICE STATION SITE

Dear Mr. Kavanagh:

Please allow this correspondence to provide information that was requested at the Livonia City Council meeting of February 2, 1998. Please review same at your earliest convenience and let me know if you have any further questions.

I have listed below municipalities with the appropriate contact person and telephone number for sites where AT&T Wireless Services (AWS) entered into a Lease Agreement and then had to raise the height of the antennas on the existing monopole. No charge was assessed by any listed municipality in connection with movement of the antennas. Moreover AT&T has never been required to pay a municipality for movement of antennas.

City of Walled Lake - Miles Davis (248) 624-4847
Grosse Isle Fire Department - Ken Fisher (313) 676-7100
City of Northville - Gary Word (248) 349-3271
City of Troy - Peter Letzmann (248) 524-3320
Shelby Township - Mark Schmidt (810) 726-7241
City of Sterling Heights - (Outside City Attorney) - Clark Andrews - (810) 726-1000

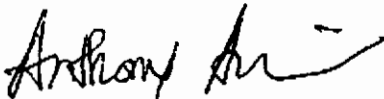
AWS looks forward to the appropriate information being relayed to the Livonia City Council in order for them to make an educated decision on this matter. AWS is still willing to abide by the original terms of our "agreement" as long as the City Council moves in an expeditious manner. We believe that the proposed agreement is a very equitable deal for the City of Livonia, taken together with our performance of the tower survey and our commitment to move city equipment located on the tower. Our requested services and cash payment represent value in excess of \$17,000.00

Page Two
Mr. Sean P. Kavanagh
February 6, 1998

I trust this is complete for your purposes; however, if there are any questions or if additional information is needed, please feel free to contact me at (248) 386-7006. Thank you for your consideration in this matter.

Sincerely,

AT&T WIRELESS SERVICES

A handwritten signature in black ink, appearing to read "Anthony M. Amine". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Anthony M. Amine
Director of Site Acquisition

cc: The Honorable Jack Kirksey
The Honorable Livonia City Council Members

DEPARTMENT OF LAW

CITY ATTORNEY
Sean P. Kavanagh
 CHIEF ASSISTANT CITY ATTORNEY
Cathryn K. White
 ASSISTANT CITY ATTORNEY
Michael E. Fisher
 ASSISTANT CITY ATTORNEY
Barbara J. Scherr



Jack E. Kirksey
 MAYOR

98 FEB -9 PM 4:42

**NEW DATA
 ATTACHED**

33000 CIVIC CENTER DRIVE
 LIVONIA, MICHIGAN 48154-4070
 (313) 466-2520
 FAX: (313) 421-4870

February 9, 1998

This item has been scheduled as

Study Meeting

Regular Meeting

2/11/98 = 11:18

ADDL

TO: HONORABLE MEMBERS OF THE CITY COUNCIL

FROM: DEPARTMENT OF LAW

SUBJECT: AT & T Cellular Tower Lease Amendment
 Regular Meeting of February 11, 1998 - Item #18

Dear Council Members:

Pursuant to the Council's request, we have contacted several municipalities to inquire about payment made for relocation of existing cellular tower antennae.

We contacted Schoolcraft College, Livonia Public Schools, Farmington Hills, City of Walled Lake, Grosse Ile Fire Department, and the City of Troy. None of those entities has ever been paid by a provider for permission to relocate an existing antennae array on the same tower.

I am enclosing a copy of a letter from Mr. Anthony Amine of AT & T which indicates that in at least six communities no charge was made for permission to move antennae. Based upon this additional information, we again recommend that the City Council approve the lease amendment, accept the \$15,000.00 payment, and appropriate the funds as requested in our previous correspondence.

APPROVED FOR SUBMISSION:

Very truly yours,

Jack E. Kirksey
 Jack E. Kirksey, Mayor

Sean P. Kavanagh
 Sean P. Kavanagh, City Attorney

SPK:kp
 Attachment

cc: Mayor, Clerk, Council, Finance, Parks and Recreation, Chief of Police, Anthony Amine

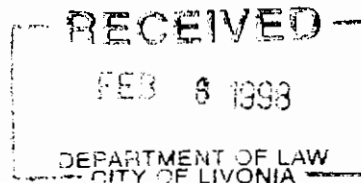
k-5:council@at&tlea



AT&T Wireless Services
Suite 350
26877 Northwestern Hwy.
Southfield, MI 48034
810 386-7000
FAX 810 386-7007

February 6, 1998

Mr. Sean P. Kavanagh
City Attorney
City of Livonia
33000 Civic Center Drive
Livonia, MI 48154-3097



RE: CELLULAR TOWER ANTENNAE - LIVONIA POLICE STATION SITE

Dear Mr. Kavanagh:

Please allow this correspondence to provide information that was requested at the Livonia City Council meeting of February 2, 1998. Please review same at your earliest convenience and let me know if you have any further questions.

I have listed below municipalities with the appropriate contact person and telephone number for sites where AT&T Wireless Services (AWS) entered into a Lease Agreement and then had to raise the height of the antennas on the existing monopole. No charge was assessed by any listed municipality in connection with movement of the antennas. Moreover AT&T has never been required to pay a municipality for movement of antennas.

City of Walled Lake - Miles Davis (248) 624-4847
Grosse Isle Fire Department - Ken Fisher (313) 676-7100
City of Northville - Gary Word (248) 349-3271
City of Troy - Peter Letzmann (248) 524-3320
Shelby Township - Mark Schmidt (810) 726-7241
City of Sterling Heights - (Outside City Attorney) - Clark Andrews - (810) 726-1000

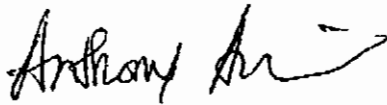
AWS looks forward to the appropriate information being relayed to the Livonia City Council in order for them to make an educated decision on this matter. AWS is still willing to abide by the original terms of our "agreement" as long as the City Council moves in an expeditious manner. We believe that the proposed agreement is a very equitable deal for the City of Livonia, taken together with our performance of the tower survey and our commitment to move city equipment located on the tower. Our requested services and cash payment represent value in excess of \$17,000.00

Page Two
Mr. Sean P. Kavanagh
February 6, 1998

I trust this is complete for your purposes; however, if there are any questions or if additional information is needed, please feel free to contact me at (248) 386-7006. Thank you for your consideration in this matter.

Sincerely,

AT&T WIRELESS SERVICES

A handwritten signature in black ink, appearing to read "Anthony M. Amine", with a stylized flourish at the end.

Anthony M. Amine
Director of Site Acquisition

cc: The Honorable Jack Kirksey
The Honorable Livonia City Council Members

DEPARTMENT OF LAW

CITY ATTORNEY
Sean P. Kavanagh
 CHIEF ASSISTANT CITY ATTORNEY
Cathryn K. White

ASSISTANT CITY ATTORNEY
Michael E. Fisher

ASSISTANT CITY ATTORNEY
Barbara J. Scherr



Jack E. Kirksey
 MAYOR

**NEW DATA
 ATTACHED**

33000 CIVIC CENTER DRIVE
 LIVONIA, MICHIGAN 48154-3097
 (734) 466-2520
 FAX: (734) 421-4870

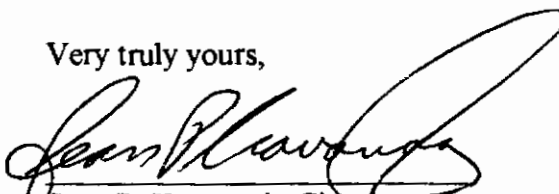
February 10, 1998

TO: HONORABLE MEMBERS OF THE CITY COUNCIL
 FROM: DEPARTMENT OF LAW
 SUBJECT: AT & T Cellular Tower Lease Amendment - Additional Data
 Regular Meeting of February 11, 1998 - Item #18

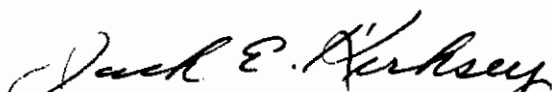
Dear Council Members:

Please find attached a tower study that was conducted by AT&T Wireless Services, dated December 8, 1997, at no charge to the City.

Very truly yours,


 Sean P. Kavanagh, City Attorney

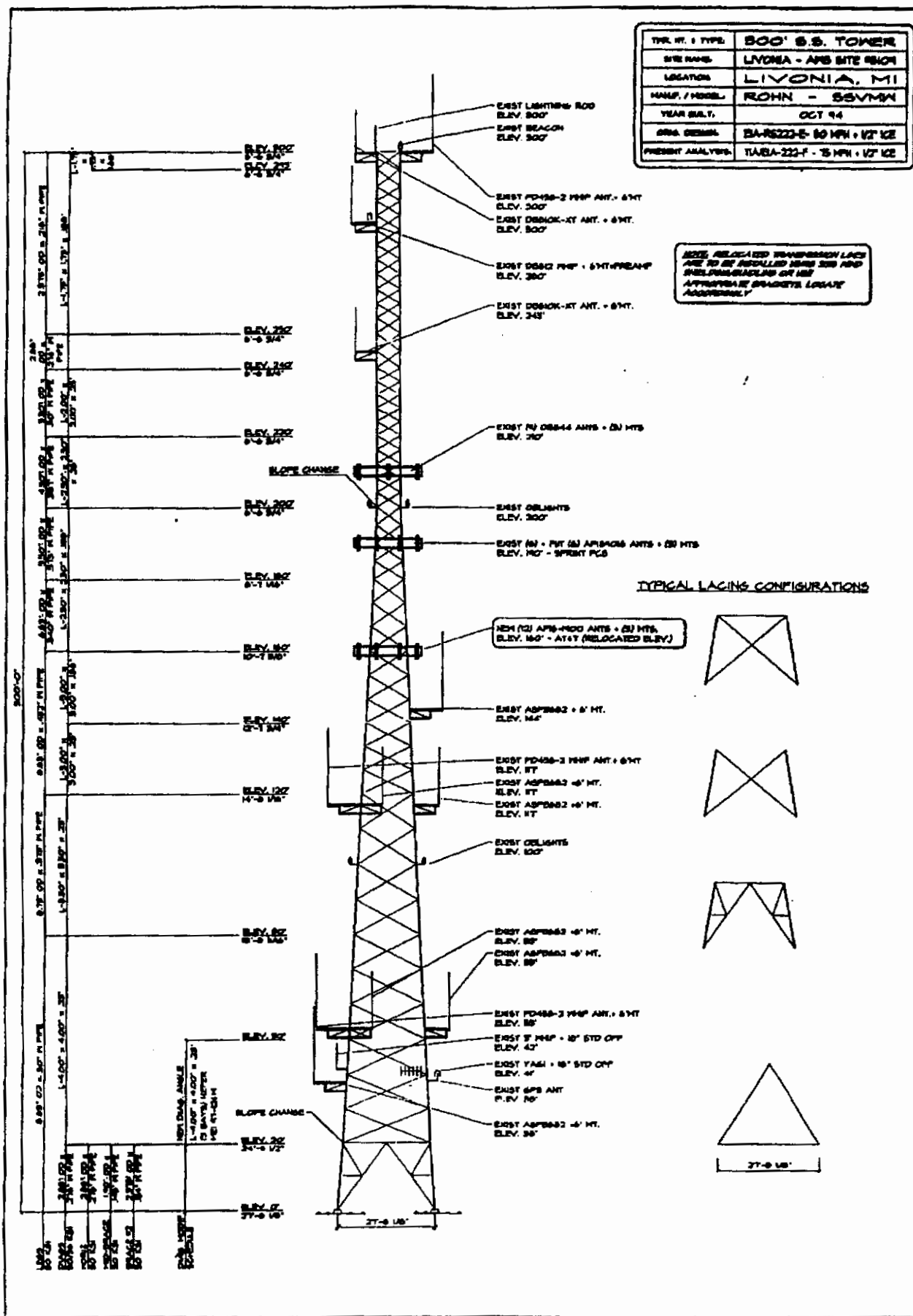
APPROVED FOR SUBMISSION:


 Jack E. Kirksey, Mayor

SPK:mr
 Attachment

cc: Mayor, Clerk, Council, Finance, Parks and Recreation, Chief of Police

k-5:council/at&t/lea p2



DR. E. CHAPMAN, JR. DR. E. CHAPMAN, JR.
DESIGNED BY: DR. E. CHAPMAN, JR.
10/97/10/97 10/97/10/97

TOWER ELEVATION & SECTION
300' S.S. TOWER
AT&T WIRELESS SERVICES
SOUTHFIELD HICKMAN

REVISIONS

DRAWN BY: RS
CHECKED BY: RS
APPROVED BY: MM

NO. 10
47-484
DATE: 12/06/97

SHEET NO.
1
OF 1

3109

**LIVONIA POLICE DEPARTMENT
TOWER MAPPING SITE #3109
ROHN SELF SUPPORTING TOWER**

#	HEIGHT	AZMUTH	SIDEARM	LINE SIZE	ANTENNAS	MODEL #
1.)	38 FT	NORTH LEG	6 FT. ROHN ARM	RG 6	1	
2.)	38 FT	WEST LEG	6 FT. ROHN ARM	7/8"	1	ASPB-682
3.)	41 FT	EAST LEG	18 INCH STANDOFF	7/8"	1	YAOI
4.)	42 FT		18 INCH STANDOFF	RG 213	1	3 FT. WHIP
5.)	53 FT	EAST LEG	6 FT. ROHN ARM	7/8"	1	458-2
6.)	53 FT	NORTH LEG	6 FT. ROHN ARM	7/8"	1	ASPB-682
7.)	53 FT	WEST LEG	6 FT. ROHN ARM	7/8"	1	ASPB-682
8.)	97 FT (THIS SECTOR TO MOVE TO 160' LEVEL	NORTH, EAST, WEST LEG	SECTOR FRAMES ROHN	7/8" $\frac{1}{2}$ 1 5/8"	9 $\frac{1}{2}$ 12	APB 1900 AWS/0908 12
9.)	117 FT	NORTH LEG	6 FT. ROHN ARM	7/8"	1	ASPB682
10.)	117 FT	EAST LEG	6 FT. ROHN ARM	7/8"	1	ASPB682
	117 FT	WEST LEG	6 FT. ROHN ARM	7/8"	1	458-2
	144 FT	EAST LEG	6 FT. ROHN ARM	7/8"	1	ASPB682
11.)	190 FT	NORTH, EAST, WEST LEG	SECTOR FRAMES (3)	1 5/8"	6	AP189016-4
12.)	210 FT	NORTH, EAST, WEST LEG	SECTOR FRAMES (3)	1 5/8"	9	DB844880-XY
13.)	245 FT	WEST LEG	6 FT. ROHN SIDE- ARM	1 5/8"	1	DB810K-XT
14.)	280 FT (HAS PRB-AMP MOUNTED A FOOT ABOVE SIDE ARM)	WEST LEG	6 FT. ROHN SIDE- ARM	1 5/8"	1	DB812K-XT
15.)	295 FT	NORTH LEG	6 FT. ROHN SIDE- ARM	1 5/8"	1	458-2
16.)	295 FT	EAST LEG	6 FT. ROHN SIDE- ARM	1 5/8"	1	DB810K-XT

AWS
ANTENNA



OFFICE OF THE COUNCIL

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097

Anthony M. Amine
Director of Site Acquisition
AT&T Wireless Services
26877 Northwestern Highway
Suite 350
Southfield, MI 48034

On a motion by Feenstra, seconded by Brosnan, and unanimously

adopted, it was:

CELLULAR TOWERS

In conn. with AT&T
Wireless PCS, Inc.'s
lease agreement with
the City for use of a
portion of the radio
tower at the Police Station,
the Council determined to
take **NO FURTHER ACTION**

#61-97 **RESOLVED**, that having considered the report and
recommendation of the Legislative Committee, dated January 21, 1997,
submitted pursuant to Council Resolution 831-96, with respect to the
subject of financial aspects associated with the lease of space on the
City's communication tower, the Council does hereby determine to take
no further action with respect to this matter.
subject of financial aspects associated with lease of space on City tower.

JAN 29 1997

LEGISLATIVE COMMITTEE MEETING MINUTES
TUESDAY, JANUARY 22, 1997

17d

- | | |
|----|--|
| 4. | CR-831-96 Subject of financial aspects associated with the lease of space on the City's communication tower for report and recommendation. |
|----|--|

The Committee recommends:

- Adoption of a resolution of "No Further Action."

This item to be placed on the **Regular Meeting Agenda of January 29, 1997.**

MEMORANDUM

TO: Councilman Fernon Feenstra
FROM: Councilman Mike McGee
RE: Legislative Committee
DATE: January 21, 1997

Fernon:

I apologize for missing this evening's Committee meeting; I'm afraid duty calls as I must appear before the Mount Clemens City Commission to discuss the new Brownfield Redevelopment Authority Act.

I have taken a look at the Committee agenda materials and would ask for the following resolutions:

1. Fence Ordinance

A. *Setback.* As far as the specific regulation cited by Mr. Blomberg, I have no problem with making the allowance he suggests, i.e., granting relief from the setback requirements applicable to corner side yards.

B. *Consent to Privacy Fences.* I have one other point I would like to bring up, and that is the requirement of § 15.44.090 B. that privacy fences shall not be allowed within or abutting properties unless "written consent is obtained by the person erecting the fence from the adjoining property owner(s)."

The reason for the "written consent" requirement, as I recall it, was to require neighbors to talk things over and reach agreement before the fence goes in.

I agree with the notion that the neighbors should talk. The problem in practice with the current requirement, however, is that it gives all the leverage to the non-installing neighbor. Even in cases where the privacy fence is of appropriate appearance and quality, there is no incentive for the adjoining property owner to give a consent, let alone a written consent. This, it seems to me, is unfair to the property owner who wants to put up the fence, especially since their only remedy is to go before the ZBA. The ordinance in essence rewards bad behavior on the part of the non-installing neighbor.

I propose amending the requirement to eliminate the "written" consent, but adding a requirement that (1) the installing property owner give written notice to the abutting property owner, and (2) that consent will be conclusively presumed unless the abutting property owner files a written objection with the Inspection Department within some reasonable time, say, 30 days.

This would still require the neighbors to talk, since the installing property owner has the written notification requirement. And it would still protect the abutting property owner, since that person would have 30 days to object. But it would shift the consequence of doing nothing from the installing to the abutting property owner. This, it seems to me, is more fair to all concerned.

I therefore would ask for a resolution directing the Law Department to prepare an amendment to the foregoing effect.

C. *Privacy "Screens."* I also am not clear on the fence ordinance's application to the "privacy screen" (such as around a pool within a yard). The ordinance says that the privacy fence prohibition applies "within or abutting" property. If the "consent" procedure is applicable to fences and screens within an installing property owner's property, I think the "notice-and-presumed-consent" procedure outlined above should cover that case, too.

2. Fence Board of Appeals

I prefer the "hearing officer" option offered by the Law Department's August 5, 1996, letter. The hearing board could consist of 3 officers along the lines you have previously suggested. If a resolution to that effect is not asked for by someone else, I would ask for a resolution to the Law Department asking that such an ordinance amendment be prepared.

3. Council Member's Right To Put Items On Agenda

My position is the same as it was last year (see my memo of February 20, 1996): Council members by custom have always had the right to place specific items of interest on a Study agenda. Since we each represent the electorate, that right assures that each of us have an equal right to bring items of public interest before the Council as a whole.

To allow one person, such as the President, to arbitrarily prevent items from being placed on an agenda in essence gives that person 7 votes on that item. That is fundamentally unfair. Moreover it prevents issues from being debated publicly.

I therefore continue to support an amendment to our rules which codifies what (until 1996) had been the prevailing practice: each Council member has the right to place items at least on a Study agenda for public consideration.

4. Lease of Communication Tower

Since we recently approved the lease, I presume NFA is in order.

5. Commercial Real Estate Signs

I concur with the Planning Commission's recommendation and would support an approving resolution. If one is not asked for by someone else, I will ask for it.

I would appreciate it if you could distribute copies of this to the other Council members present tonight, as well as to Administration representatives present and to Karen. Thanks for the accommodation.

MPM

DEFS2\415427.1\088888-00422

CELULAR TOWERS

AT&T Wireless PCS, INC

Approval of lease agreement for 5 years, with option of 3 successive 5 yr. renewal periods, portion of radio tower at Police station, installation of equipment shelter at site, annual rent of \$24,000 to City, annual rent to increase by 4% per year.

#18-97 RESOLVED, that having considered the report and recommendation of the Department of Law, dated December 3, 1996, approved by the Finance Director, and approved for submission by the Mayor, to which is attached a proposed lease agreement between the City of Livonia and AT&T Wireless PCS, Inc. for a period of five years, with the option of three successive five-year renewal periods, for use of a portion of the radio tower located at the Police Station and the installation of an equipment shelter at the site at an annual rent of \$24,000.00 to be paid to the City (which amount shall be increased by 4% per year), the Council does hereby authorize the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute the attached agreement in the manner and form herein submitted, as well as to do all things necessary or incidental to the full performance of this resolution.

JAN 15 1997

CONSENT AGENDA ITEM

Motion by: Taylor

Seconded by: McGee

ROLL CALL:

Ayes: Taylor, Duggan, Brosnan, Vandersloot, McGee and Laura.

Nays: None.

Absent: Feenstra (recovering from surgery).

DEPARTMENT OF LAW

CITY ATTORNEY
Sean P. Kavanagh

CHIEF ASSISTANT CITY ATTORNEY
Cathryn K. White

ASSISTANT CITY ATTORNEY
Michael E. Fisher

ASSISTANT CITY ATTORNEY
Barbara J. Scherr



Jack E. Kirksey
MAYOR

19

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
421-2000, ext. 226-227
FAX: 421-4870

This item has been scheduled as follows:

December 3, 1996

Study Meeting

TO: Regular Meeting

HONORABLE MEMBERS OF THE CITY COUNCIL

FROM: Other

DEPARTMENT OF LAW

SUBJECT: Copies to

Proposed Lease Agreement between City of Livonia and AT&T Wireless, PCS, Inc. for use of a portion of City's Communications Tower Located at Police Department

REF:

Council Resolution No. 890-96

Dear Council Members:

At your regular meeting of September 11, 1996, the subject of the proposed lease agreement between the City of Livonia and AT&T Wireless PCS, Inc. for use of a portion of the radio tower located at the Police Station was referred to this office for further negotiations with AT&T Wireless PCS, Inc. It is our understanding that the Council desired language in the lease agreement that would give the City the discretion to terminate the agreement at the end of the initial five (5) year term as well as at the end of any five (5) year extension.

AT&T Wireless PCS, Inc. representatives have agreed to this provision and pp 2 and 3 of the proposed Lease Agreement have been revised accordingly. In addition, Exhibit C has been revised to incorporate a more detailed site plan, which plan has been reviewed and approved by the Police Department and the administration. It is therefore recommended that the proposed Lease Agreement (as revised), a copy of which is submitted hereto for your consideration, be approved and that the following resolution be adopted:

RESOLVED, that having considered the report and recommendation of the Department of Law, dated December 3, 1996, approved by the Finance Director, and approved for submission by the Mayor, to which is attached a proposed lease agreement between the City of Livonia and AT&T Wireless

RECEIVED
OFFICE OF THE CITY CLERK
96 DEC -3 PM 4:11

To: Honorable Members of the Council
Re: Proposed lease by AT&T Wireless

December 3, 1996
Page No. 2

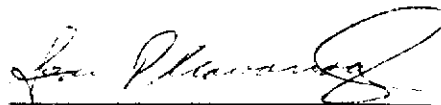
PCS, Inc. for a period of five years with the option of three successive five-year renewal periods for use of a portion of the radio tower located at the police station and the installation of an equipment shelter at the site at an annual rent of \$24,000.00 to be paid to the City (which amount shall be increased by 4% per year), the Council does hereby authorize the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute the attached agreement in the manner and form herein submitted, as well as to do all things necessary or incidental to the full performance of this resolution.

APPROVED:

Very truly yours,

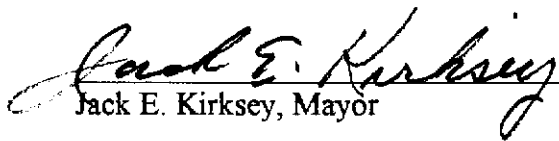


Michael T. Slater, Finance Director

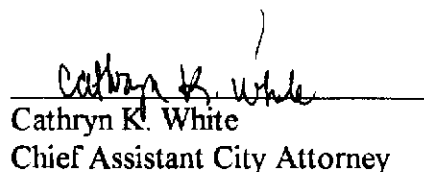


Sean P. Kavanagh, City Attorney

APPROVED FOR SUBMISSION:



Jack E. Kirksey, Mayor



Cathryn K. White
Chief Assistant City Attorney

CKW/mb

Enclosure

cc: Mayor, Clerk, Council, Police
Finance, Engineering, Planning
Director of Public Works

LEASE AGREEMENT

This Lease Agreement, commences _____, between the CITY OF LIVONIA, a municipal corporation ("Landlord"), whose address is 33000 Civic Center Drive, Livonia, Michigan 48154, and AT&T Wireless PCS, Inc., a Delaware Corporation ("Tenant"), whose address is 26877 Northwestern Highway, Suite 350, Southfield, Michigan 48034.

RECITALS:

Landlord has legal title to real property (the "Site") located at the common address of 15050 Farmington Road, City of Livonia, Wayne County, State of Michigan, and a communications tower structure on that property (the "Tower"), portions of which Tenant wishes to lease from Landlord, for telecommunication purposes, which includes the transmission and reception of radio communication signals. The legal description of the site is shown on Exhibit "A." The portion of the Site and Tower which Landlord has agreed to lease to Tenant for the stated purposes is described on Exhibit "B," and is referred to in this lease as the "Premises."

NOW THEREFORE, for and in consideration of value received and the mutual promises contained in this Lease, Landlord and Tenant agree as follows:

1. Use of Leased Premises. This Lease of the Premises described in Exhibit "B" by Landlord to Tenant grants to Tenant, subject to restrictions or limitations contained in this Lease:

- (a) The right to use vertical space on the Tower for the installation, maintenance and operation of up to nine (9) antennae, plus provisions for Omni whips mounted at a base height of 100 feet (plus or minus 15 feet)

on the Tower, with the top of the antennae to be no higher than 115 feet on the Tower, together with necessary transmission cables or lines no greater than two (2) inches in diameter. Detailed plans and specifications conforming to this provision are attached as Exhibit "C" and are hereby approved and accepted by Landlord. All antennae, cables or lines and related equipment installed on the Premises in accordance with this Lease are and shall remain Tenant's personal property.

- (b) The right to construct or install, secure and use an equipment enclosure on the ground of the Premises provided it is not permanently attached to the land, the size and location being set forth in Exhibit "C."
- (c) Access, utility and transmission line easements necessary for Tenant to use, enjoy and maintain its installations on the Premises.
- (d) The right to install and maintain cables and transmission lines between the equipment enclosure and its installations on the Tower subject to Landlord's right to designate the route to be utilized, which shall be consistent with the accepted engineering practice, the Landlord's existing installations and primary purpose for which the Tower was constructed.
- (e) The rights and access granted to Tenant are non-exclusive, Landlord hereby reserving the right to enter in and upon the Premises as provided in this Lease.

2. Term of Lease.

- (a) The initial term of this Lease shall be five (5) years from commencement.

- (b) Provided Tenant is not in default, the term of this Lease may be extended for up to three (3) additional and separate five (5) year terms. Landlord shall have the right, in its sole discretion, to terminate this lease at the conclusion of the initial five (5) year term or at the conclusion of any additional five (5) year extension by giving written notice to Tenant at least ninety (90) days prior to the end of the initial term or any extension thereof. If Landlord does not exercise its right to terminate this agreement at the conclusion of the initial term or any extension(s) thereof, the term of this lease shall be automatically extended for up to three (3) additional and separate five (5) year terms unless Tenant gives Landlord written notice of intention to terminate at least six (6) months prior to the end of each current term.

3. Rent and Lease Payments.

- (a) The annual rental for the first year shall be Twenty-four Thousand Dollars (\$24,000.00), with the annual rental for each subsequent year of the initial and extension terms to be increased by four percent (4%), as set forth on Exhibit "D."
- (b) Annual rental payments shall be paid by Tenant to Landlord in advance on or before the commencement date of this Lease and each anniversary date thereafter at Landlord's address designated in this Lease or to such other person or location as Landlord designates in writing at least thirty (30) days prior to a rental payment due date.

- (c) A payment of rent or other financial obligations of Tenant to Landlord more than five (5) days after it is due, shall be considered a default and include an administrative late charge equal to five percent (5%) of the required payment.

4. Utilities. Tenant shall be responsible for securing installation of separate lines and meters, and for all charges, fees and expenses for utility services for the leased Premises.

5. Installation, Alterations, Repairs and Maintenance.

- (a) The equipment which Landlord has approved for placement or installation on the Premises by Tenant is described on Exhibit "C." In the ordinary course of business, Tenant may replace used, broken or obsolete equipment, without Landlord's consent, with equipment that has similar physical dimensions, characteristics and impact as the existing equipment. Tenant shall not install equipment in a manner which may adversely affect the physical and structural integrity and capacity of the Tower as designed, or that causes damage to Landlord's or other Tower users' property.
- (b) Except for replacement in the ordinary course of business, Tenant shall not make any other alterations or improvements to the Premises without Landlord's prior written consent. Improvements added without the required consent shall become Landlord's property. Landlord shall not be required to consider any request by Tenant under this section unless it is accompanied by detailed plans and specifications, which, if approved, will serve as an amendment of Exhibit "C."

- (c) Tenant's installation and operation of materials, equipment and fixtures shall be done in a neat, workmanlike manner, consistent with good engineering practices and without damage to the Site, Tower or property and operations of Landlord and other Site or Tower users. Subject to Section 7, Tenant shall promptly repair or correct any damages caused by its installations and operations.
- (d) Subject to Section 11(g), Landlord, as the owner of the Tower, shall be responsible for repair and maintenance of the Tower necessary to assure its physical and structural integrity; provided, however, that Tenant shall be responsible for sharing in the costs of maintenance of the Tower and fencing. Landlord shall be responsible for any damage to Tenant's property caused solely by Landlord in the course of fulfilling its repair and maintenance obligations to the extent not covered by insurance.
- (e) Tenant, by its authorized representatives, shall have access to the Premises, twenty-four (24) hours a day, seven (7) days a week. For purposes of this section, authorized representative means an employee of Tenant, whose name and title has been provided in writing by Tenant to Landlord, together with a current picture identification of the employee. Tenant's authorized representatives may only access the Premises after providing advance notice to Landlord by notifying the on-duty commanding officer at the Livonia Police main desk of the identity of the authorized representative(s) who will be entering the Premises together with a

description of the vehicle(s) which will be used and the approximate time the authorized representative(s) will be on the Premises.

6. Taxes and Assessments. Tenant shall be solely responsible for, and shall promptly pay all personal property taxes levied and assessed against it or its personal property. Tenant shall also be solely responsible for all real estate, special assessments or similar taxes (if any) relating to the Premises.

7. Insurance and Indemnification by Tenant. Tenant shall maintain throughout the term of this Lease, insurance with coverage and liability limits as described in Exhibit "E," with each policy to be endorsed to include Landlord as an additional insured, entitled to at least thirty (30) days prior written notice of any cancellation or material change in the insurance. Tenant shall furnish to Landlord certificates of insurance, confirming the coverage and endorsement required throughout the term of this Lease.

- (a) Tenant may rely on insurance coverage to satisfy its obligation to repair or correct damages from its installations or operations under Section 5(c), provided the insurer has acknowledged in writing the existence of coverage in a sufficient amount, the damage or interference is not disrupting or interrupting the communications systems of Landlord or other Tower users and the parties have agreed to a deadline for completion of the required repairs or corrective action that is consistent with the nature and extent of the damages and required corrective action.
- (b) Tenant agrees to indemnify, defend and hold Landlord harmless from any claims for damages, injury or loss to property or persons, including costs

and reasonable attorney fees incurred by Landlord, arising from or in connection with Tenant's installations and/or operations on the Site.

8. Interference. The parties recognize the potential for broadcast and electronic interference inherent in multiple use of the Tower and the need to cooperate with each other and other Tower users in preventing the occurrence of interference and promptly eliminating it if it occurs. Consistent with this recognition and objective, the parties agree as follows:

- (a) Tenant shall obtain an intermod study at its own expense and shall furnish same to Landlord for Landlord's approval prior to commencement of this Lease.
- (b) Landlord agrees that the definitions of and procedures to prevent or eliminate interference contained in this Lease shall be uniform for all users of the Tower and will be included in all other leases or license agreements which Landlord may subsequently enter into with other tenants or licensees.
- (c) As used in this Lease, "interference" shall mean a material impairment of the quality of sound, picture or data signals on a broadcasting activity or electronic equipment use as compared with that which would be obtained if no other broadcaster were using or had equipment on the Tower different than what existed on the date of this Lease. To the extent applicable, the existence of interference and procedures for preventing or eliminating it shall be according to rules and regulations of the FCC and the recommended practice of the Electronics Industries Association (EIA).

- (d) Tenant acknowledges that its knowledge, experience and resources on the subject of interference and the recommended practices of EIA and the rules and regulations of the FCC are superior to Landlord's. Tenant agrees that at all times it will conduct its operations in full compliance with the practices of EIA and rules and regulations of the FCC, and that upon written request by Landlord regarding any particular operation or activity, will provide written documentation confirming the required compliance.
- (e) Tenant acknowledges that in addition to Landlord, the Tower may be used by one or more of Tenant's competitors, and agrees that it will not knowingly or intentionally install its equipment or conduct its operations on the Premises in a manner which will prevent, obstruct or interfere with its competitor realizing the same level of broadcasting quality that Tenant desires and expects to obtain under this Lease.
- (f) In order to prevent the occurrence of interference and allow the parties to promptly identify possible sources of interference if it occurs, each party shall provide the other with written notice of the day, time and nature of all equipment placed, or work performed, on the tower as part of installations, repairs, maintenance, movement or replacement, with technical specifications for all new equipment. Except for emergencies or situations which require more immediate activity, the written notice shall be provided at least seven (7) days before the activity, in which case, the actual date and time of the activity shall be confirmed by a second notice.

- (g) The parties agree to promptly notify the other of any interference experienced with their respective broadcasting activities believed to be attributable to others, including the date and time it was first experienced and a description of the interference.
- (h) Tenant's installations, operations and use on the Premises shall not cause interference with existing or future broadcast activities or electronic equipment of Landlord or other Tower users. Any such interference shall be eliminated by Tenant at its expense in a prompt manner consistent with the nature, extent and effects of the interference. If the interference is disrupting or substantially reducing the continuous nature and required quality of Landlord's public safety communications, Tenant shall immediately suspend its operations upon receiving written notice from Landlord to do so, until the interference has been eliminated or remedied. Upon Tenant's failure to immediately suspend operations, Landlord may take whatever action it deems necessary to eliminate or remedy the interference, with any cost or expense of said action to be paid by Tenant within thirty (30) days of written notice.
- (i) Claims by or against the parties and/or other Tower users regarding interference and any disagreements regarding the existence and sources of interference shall be resolved consistent with the following general principles or as may be otherwise agreed by the parties involved in the claim or disagreement.

- (1) Time is of the essence.
- (2) Interference claimed should be specifically described, and whenever possible, specify the alleged or potential sources and proposed/requested corrective measures.
- (3) Parties alleged to be causing interference shall voluntarily implement requested corrections whenever possible, consistent with their analysis of the claim.
- (4) Parties causing interference shall be responsible for the cost of correction.
- (5) Where requested or suggested corrections are voluntarily implemented and do not correct the interference, the cost of implementation and restoration to the prior condition shall be the responsibility of the party who made the request/suggestion.
- (6) Disputes regarding the existence and/or sources of claimed interference shall be resolved, when necessary, by analysis and opinion of an independent expert, selected at random, from names submitted by the parties involved in the dispute or designated by Landlord, with the cost of the independent expert to be paid pro rata by the parties found to be causing the interference.
- (7) The determinations and any recommendations for correction of interference by the independent expert shall be binding upon, and immediately implemented by, the responsible parties.

9. Assignments. This Lease and all rights under it may not be assigned by Tenant without Landlord's consent. Tenant shall give Landlord sixty (60) days advance written notice of any proposed assignment. Such an assignment, if approved by Landlord, shall not relieve or release Tenant from its obligations under this Lease unless the assignee has agreed in writing to assume those obligations and Landlord has consented in writing to a release of Tenant. Whether Landlord will consent to a requested assignment and/or release, and any conditions imposed in connection with the consent, shall be in the sole discretion of Landlord.

10. Subletting Prohibited. Tenant shall be prohibited from subletting all or part of the Premises.

11. Termination; Default. This Lease may be terminated prior to its expiration as provided in this section.

- (a) If either party is in default or breach of this Lease for more than thirty (30) days after written notice of breach or default from the other party, the rights of the party in breach or default may be terminated by the other party, to be effective sixty (60) days after written notice to terminate is given; provided, however, that the grace period for any monetary default is ten (10) days from receipt of notice. If Landlord terminates this Lease, it shall be entitled to all remedies provided in this Lease and by law, including but not limited to, re-entry, repossession and denial of Tenant's access to the Premises, retention of rent paid in advance and liquidated damages as provided in Section 11(i). Landlord shall not be entitled to distrain Tenant's personal property on the Premises if security for liquidated

damages under Section 11(i) and delinquent financial obligations under Sections 3 and 8, acceptable to Landlord is provided by Tenant. The parties acknowledge that this subparagraph intends to provide sufficient time to obtain alternate licensing or leasing arrangements.

- (b) Upon thirty (30) days written notice to Landlord, Tenant may terminate this Lease if and to the extent, through no fault of Tenant, it has lost or been denied any necessary governmental authorization for all or part of its uses of the Premises as contemplated in this Lease and has exhausted all administrative remedies or appeals, documentation of which shall accompany the written notice. Such a termination shall not require Landlord to return any portion of the annual advance rent to the Tenant unless the loss or denial was caused by Landlord's acts or omissions in violation of this Lease.
- (c) Tenant may terminate this Lease at any time upon ninety (90) days advance written notice to Landlord provided that any delinquent financial obligations of Tenant under Sections 3 and 8 and liquidated damages under Section 11(i) are paid. If at least one (1) year advance notice is given, liquidated damages shall not be payable.
- (d) If Landlord defaults in its obligation to provide access to and use of the Premises by Tenant such that Tenant is unable to use the Premises as provided in this Lease, resulting in Tenant terminating this Lease, Tenant shall have all remedies available under this Lease and applicable law.

- (e) Subject to satisfying liquidated damages under Section 11(i) and delinquent financial obligations to Landlord under Sections 3 and 8, upon expiration, termination or cancellation of this Lease, for any reason, Tenant shall remove all its equipment and installations from the Premises within forty-five (45) days. In addition to the required removal, Tenant shall restore the Premises to the condition which existed prior to Tenant's use and occupancy, reasonable wear and tear and intervening circumstances as approved by Landlord, excepted. The required restoration requires Tenant to remove any concrete footings or foundations to a depth of one foot (1') below ground level, but shall not permit Tenant to remove any security fence it may have constructed, if prior to the termination date, Landlord has provided written notice to Tenant to leave the security fence on the Premises, which at that time shall become the property of Landlord.
- (f) If the Premises are destroyed or damaged through no fault of Tenant to an extent that materially and adversely will affect Tenant's use of the Premises for more than thirty (30) days, Tenant may terminate this Lease on thirty (30) days written notice to Landlord, unless the destruction or damage is repaired and the material and adverse affects are eliminated within the thirty (30) days. Tenant's option under this Section is conditioned on promptly pursuing individually and/or by cooperating with Landlord to secure the required repairs.
- (g) If the Tower is damaged or destroyed through no fault of Landlord, it may elect to repair, rebuild or restore the Tower to the same condition which

existed immediately prior to the damage or destruction or to terminate this Lease by written notice to Tenant, given within fifteen (15) days of the damage or destruction. If Landlord terminates the Lease, Tenant shall be entitled to a refund of rent for each full month from the date of termination to the next anniversary date, with the monthly refund amount being equal to 1/12 of the last annual rental payment. If Landlord elects to repair, rebuild or restore the Tower, the Lease has not been terminated as provided in Section 11(f) and the damage or destruction has deprived Tenant of its full use and enjoyment of the premises, Tenant shall be entitled to fifty percent (50%) rent abatement by credit against its next annual rental payment, from the date of damage or destruction to the date repairs or restoration are completed, with the amount of rent abatement to be based on the number of days without use, using the last annual rental payment as a basis.

- (h) If the portion of the Site occupied by all or part of the Premises is taken by eminent domain or condemned by any public authority, this lease shall terminate, with Landlord entitled to the amount of any condemnation award.
- (i) Upon a termination by Landlord under Section 11(a) or Tenant under Section 11(c) on less than one (1) year advance written notice, at any time except during the last year of the initial and any renewal term, in addition to any annual advance rent which has been paid to Landlord, Tenant shall also be liable for and pay liquidated damages in the amount of one-third

(1/3) of the last annual rental payment, in satisfaction of any then remaining term of this Lease, this provision being in recognition of the long range nature of this Lease, the Landlord's annual budget process and to limit and define liability in advance of any such termination.

- (j) If Tenant's estate created by this Lease is taken by execution or other legal process, is assigned for the benefit of creditors or, if a petition in bankruptcy or for appointment of receiver concerning Tenant is filed and pending without dismissal for more than sixty (60) days or upon a bankruptcy adjudication of or appointment of receiver for Tenant, this Lease may be terminated at the option of Landlord.

12. Quiet Enjoyment; Cooperation; Estoppel Letters.

- (a) Landlord covenants and agrees that upon payment of the rental and observance and performance of all covenants, terms and conditions by Tenant under this Lease, Tenant shall peaceably and quietly hold and enjoy the Premises, rights and privileges granted hereunder for the term hereby demised without hindrance or interference by Landlord.
- (b) Landlord agrees, provided there is no expense to, or changes required by, Landlord to reasonably cooperate with Tenant in any efforts by Tenant to secure or renew any governmental permits, that are not issued or required by Landlord, necessary to use the Premises as contemplated in this Lease, and to join in any applications or other documents reasonably requested by Tenant.

- (c) Landlord and Tenant agree to furnish to each other upon request, letters confirming whether this Lease is in full force and effect free of known defaults and such other matters concerning the status of this Lease which may be reasonably requested.

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

14. Construction. This Lease shall be construed in accordance with the laws of the State of Michigan. In the event that any provisions hereof shall be legally unenforceable as determined by final order of a court of competent jurisdiction or the FCC, the remaining provision shall nevertheless be carried into effect. The parties agree that time is of the essence of this Lease.

15. Paragraph Headings; Entire Agreement; Oral Modifications. The section or paragraph headings contained herein are for convenience only and shall not be deemed a part of this Lease. This Lease, which includes the attached Exhibits, contains the entire understanding between the parties with reference to the matters contained herein, there being no terms, conditions, warranties, or representations other than those contained herein, and no amendment hereto shall be valid unless made in writing and signed by both of the parties hereto.

16. Successors and Interests. Subject to the provisions regarding assignment, this Lease shall be binding upon, and inure to the benefit of, the successors-in-interest and permitted assigns of the parties hereto.

17. Landlord's Representations. Landlord covenants and represents, as of the date of this Lease, to Tenant as follows:

- (a) Landlord is in possession and control of the Site, good and marketable legal title to which is presently held by the City of Livonia and that there are no easements, covenants, restrictions, judgments or other exceptions which might impair Landlord's ability to lease the Premises to Tenant.
- (b) Subject to subsection (a), Landlord has full authority to execute, deliver and perform this Lease, which benefits and serves a legitimate public purpose by generating revenues.
- (c) There is no litigation or other proceeding pending or threatened affecting title to or permitted uses of the site and Premises.
- (d) Landlord will provide written notice to Tenant upon discovering or receiving notice of any fact or claim related to the title, authority or proceedings described in subsections (a) through (c).

18. Tenant's Agreements. Tenant acknowledges and agrees:

- (a) That at all times it will conduct its operations on the Premises in a lawful manner, in compliance with all standards, rules and regulations of the FCC and any other governmental agency with authority over Tenant's use and business on the Premises, including Landlord's ordinances, and that Tenant will not store any property or material outside its equipment enclosure except as disclosed on Exhibit "C."
- (b) That it has inspected the Premises and Tower and accepts the existing conditions as satisfactory for installation of Tenant's equipment as

disclosed on Exhibit "C," in accordance with all required governmental permits, licenses or approvals.

- (c) That it will obtain and thereafter diligently maintain all permits, licenses or other governmental approvals required for its use and operations on the premises throughout the initial and extension terms of this Lease.

19. Notices. All notices, requests or other writings provided for under this Lease must be in writing and shall be deemed validly given on the date of personal delivery or of mailing if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

TENANT: AT&T Wireless PCS, Inc.
26877 Northwestern Highway, Suite 350
Southfield, Michigan 48034

-and-

LANDLORD: City of Livonia
33000 Civic Center Drive
Livonia, MI 48154
Attn: Michael T. Slater, Director of Finance

20. Broker's Commissions. The parties represent that neither of them has used real estate brokers in connection with this Lease.

21. Environmental Matters.

- (a) Definition. For purposes of this Lease, "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, or any other existing federal or state statute, relating to, or imposing

liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material.

- (b) No Hazardous Material. Neither Landlord nor, to the best knowledge of Landlord, any other person has ever caused or permitted any hazardous material to be placed, held, located, dumped, stored or disposed of on or under the Site or any part thereof.
- (c) Tenant's Indemnity. Tenant indemnifies and agrees to hold Landlord harmless from all losses, liabilities, damages, injuries, costs, expenses, and claims of every kind that are paid, incurred or suffered by or asserted against Landlord for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises and Site into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any hazardous material, caused by or under the control of Tenant.
- (d) Landlord's Indemnity. Landlord indemnifies and agrees to hold Tenant harmless from all losses, liabilities, damages, injuries, costs, expenses and claims of every kind that are paid, incurred or suffered by or asserted against Tenant for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises and Site into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any hazardous material, that is caused by or under the control of Landlord, the existence or potential source of which was not disclosed.

(e) Survival. The provisions of this section shall survive the termination of this Lease.

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

23. Waiver. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

24. Counterparts. This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Date: _____

LANDLORD

WITNESSES:

CITY OF LIVONIA, a Municipal
Corporation and Body Politic

By: _____
Jack E. Kirksey, Mayor

And

By: _____
Joan McCotter, City Clerk

LANDLORD'S ADDRESS:

City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

Date: _____

TENANT

WITNESSES:

Alfred J. Hamilton

ALFRED J. HAMILTON

AT&T Wireless PCS, Inc.
a Delaware Corporation

By: [Signature]

Its: DEVELOPMENT

By: _____

Its: _____

TENANT'S ADDRESS:

AT&T Wireless PCS, Inc.
26877 Northwestern Highway, Suite 350
Southfield, Michigan 48034

POLICE DEPARTMENT PROPERTY

That part of the N.W. 1/4 of Section 22, T. 1S., R. 9E., described as beginning South 1°25' West, 795.23 feet and South 88°35'30" East, 108 feet from N.W. corner Section 22; thence South 1°25' West, 1,019.14 feet; thence South 88°32'30" East, 600 feet; thence North 1°25' East, 1,019.14 feet; thence South 88°32'30" East, 600 feet to the point of beginning.

SEARCHED
SERIALIZED
INDEXED
FILED
8/28/96

EXHIBIT A

EXHIBIT B

LEGAL DESCRIPTION

COMMENCING AT THE N.W. CORNER, SECTION 22, T1S, R9E, CITY OF LIVONIA, WAYNE COUNTY, STATE OF MICHIGAN; THENCE S 01°58'55" E 1749.74 FEET ALONG THE WEST LINE OF SAID SECTION AND CENTERLINE OF FARMINGTON ROAD; THENCE N 42°33'05" E 635.96 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING N 42°33'05" E 65.00 FEET; THENCE S 46°47'00" E 40.00 FEET; THENCE S 42°33'05" W 65.00 FEET; THENCE N 46°47'00" W 40.00 FEET TO THE PLACE OF BEGINNING. BEING A PART OF THE N.W. 1/4 OF SAID SECTION 22 AND CONTAINING 0.06 ACRES OF LAND, MORE OR LESS. INCLUDING RIGHTS OF INGRESS AND EGRESS AND PUBLIC UTILITIES OVER EXISTING ROADWAYS, PARKING AREAS, AND DRIVES.

N 42°23'37"
W 83°22'18"

LATITUDE OF CENTER OF TOWER

*NEXTEL
DESCRIPTION*

8/22/01

EXHIBIT D
SCHEDULE OF RENTS

<u>PERIOD</u>					<u>ANNUAL RENT</u>
INITIAL TERM					
October 1,	1996	TO	September 30,	1997	\$24,000
October 1,	1997	TO	September 30,	1998	24,960
October 1,	1998	TO	September 30,	1999	25,958
October 1,	1999	TO	September 30,	2000	26,997
October 1,	2000	TO	September 30,	2001	28,077
1ST FIVE YEAR EXTENSION					
October 1,	2001	TO	September 30,	2002	29,200
October 1,	2002	TO	September 30,	2003	30,368
October 1,	2003	TO	September 30,	2004	31,582
October 1,	2004	TO	September 30,	2005	32,846
October 1,	2005	TO	September 30,	2006	34,159
2ND FIVE YEAR EXTENSION					
October 1,	2006	TO	September 30,	2007	35,526
October 1,	2007	TO	September 30,	2008	36,947
October 1,	2008	TO	September 30,	2009	38,425
October 1,	2009	TO	September 30,	2010	39,962
October 1,	2010	TO	September 30,	2011	41,560
3RD FIVE YEAR EXTENSION					
October 1,	2011	TO	September 30,	2012	43,223
October 1,	2012	TO	September 30,	2013	44,952
October 1,	2013	TO	September 30,	2014	46,750
October 1,	2014	TO	September 30,	2015	48,620
October 1,	2015	TO	September 30,	2016	50,564
GRAND TOTAL					\$714,674

EXHIBIT E

AT&T Wireless PCS, Inc. will provide a Certificate of Insurance with the following requirements before any work begins on the site and will give thirty (30) days written notice to the below named certificate holder for any change to the policy to occur.

1) **General Liability**

- | | | |
|----|---|---|
| A. | General liability coverage (including bodily injury and property damage coverage) | Combined single limit of \$1,000,000 per occurrence |
| B. | Automobile liability coverage | \$1,000,000 |
| C. | Workers Compensation and Employers Liability | \$1,000,000 |

2) **Additionally Insured**

The City of Livonia will be named as additionally insured.

3) **Certificate Holder**

City of Livonia
33000 Civic Center Drive
Livonia, MI 48154
Attn: Department of Law

OFFICE OF THE MAYOR

JACK E. KIRKSEY
MAYOR



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(313) 421-2000
FAX: 421-4870

September 24, 1996

96 SEP 25 PM 3:21

Honorable Members of the City Council
City of Livonia

RE: Proposed lease space on the City's communications tower located at the Police Department by AT&T Wireless, PCS, Inc.

Dear Council Members:

The City of Livonia has been approached by Lorraine Buerger and Anthony Amine of AT&T Wireless PCS, Inc. to lease space on the City's communications tower located at the Police Department. AT&T has agreed to an annual rental of twenty-four thousand dollars (\$24,000.00), with a 4% increase for each subsequent year.

The administration has conducted a survey of surrounding communities and has determined that the proposed rental rate is a fair market price and that none of the surrounding communities has a higher rate. Therefore, it is my recommendation that the Council accepts the lease agreement with AT&T Wireless PCS, Inc., on behalf of the City of Livonia.

Sincerely,

Jack E. Kirksey, Mayor
CITY OF LIVONIA

JEK:g
cc: City Clerk
City Attorney
Finance Dir.

On a motion by Taylor, seconded by Feenstra, and unanimously adopted,

it was:

#860-96 RESOLVED, that the Council does hereby amend the Orders of the Day by removing Item 28 from the agenda and placing same on the September 30, 1996 Regular Meeting, removing Item 29 from the agenda and placing same on the September 16, 1996 Study Meeting, adding Item 16f (to schedule a public hearing date), and adding two (2) new items to the end of the agenda, which shall be considered as Item 32 and Item 33.

SEP 11 1996

On a motion by Feenstra, seconded by Brosnan, and unanimously

adopted, it was:

CELLULAR TOWERS

Proposed lease agreement bet. the City of Livonia and AT&T Wireless PCS, Inc. for use of a portion of the radio tower located at the Police Station.
(Refer to Law)

#890-96 RESOLVED, that having considered the report and recommendation of the Legislative Committee, dated September 10, 1996, submitted pursuant to Council Resolution 831-96, and the report and recommendation of the Department of Law, dated August 8, 1996, approved by the Finance Director and approved for submission by the Mayor, to which is attached a proposed lease agreement between the City of Livonia and AT&T Wireless PCS, Inc. for use of a portion of the radio tower located at the Police Station, the Council does hereby refer this matter to the Department of Law for further negotiations with AT&T Wireless PCS, Inc. regarding the term of the proposed lease.

SEP 11 1996

33 X2 -
arb

LEGISLATIVE COMMITTEE

TUESDAY, SEPTEMBER 10, 1996

A Legislative Committee meeting was held on Tuesday, September 10, 1996, in the Second Floor Council Chambers of the Livonia City Hall, 33000 Civic Center Drive, Livonia, MI 48154-3097.

Committee Members Present:

Fernon P. Feenstra, Chairman
Maureen Miller Brosnan
Michael P. McGee

Committee Members Absent:

None.

City Officials and Others Present:

Mayor Jack Kirksey
Council President Laura
Councilmember Taylor
Councilmember Vandersloot
City Attorney Kavanagh
Joseph Garcia, Karoub Associates
Ralph Williams
Paul Pierson

The meeting convened at 6:30 P.M.

5. CR-540-96 - Proposed amendment to Section 18.42 of the Zoning Ordinance to regulate the installation of cellular/communication towers and antennas. Referred for report and recommendation.

The Committee recommends:

- Adopt resolution to send the proposed ordinance amendment to the Livonia Planning Commission for public hearing.

This item to be placed as an X-Item on the Regular Meeting Agenda of September 10, 1996.

6. CR-831-96 - RESOLVED, that having considered the report and recommendation of the Department of Law, dated August 8, 1996, approved by the Finance Director and approved for submission by the Mayor, to which is attached a proposed lease agreement between the City of Livonia and AT&T Wireless PCS, Inc. for a period of five years with three successive five-year renewal periods for use of a portion of the radio tower located at the Police Station and the installation of an equipment shelter at the site at an annual rent of \$24,000.00 to be paid to the City (which amount shall be increased by 4% per year), the Council does hereby refer the subject of the financial aspects associated with the lease of space on the City's communication tower to the Legislative Committee for its report and recommendation.

The Committee recommends:

- Adopt resolution which authorizes the Law Department to begin negotiations.

This item to be placed as an X-Item on the Regular Meeting Agenda of September 10, 1996.

The meeting adjourned at 7:55 P.M.

On a motion by Feenstra, seconded by Brosnan, and unanimously

adopted, it was:

CELLULAR TOWERS

Proposed lease agreement bet. the City and AT&T Wireless PCS, Inc. for use of a portion of the radio tower located at the Police Station and the installation of an equipment shelter at the site. (Refer to Communications Tower Comm.)

#830-96 RESOLVED, that having considered the report and recommendation of the Department of Law, dated August 8, 1996, approved by the Finance Director and approved for submission by the Mayor, to which is attached a proposed lease agreement between the City of Livonia and AT&T Wireless PCS, Inc. for a period of five years with three successive five-year renewal periods for use of a portion of the radio tower located at the Police Station and the installation of an equipment shelter at the site at an annual rent of \$24,000.00 to be paid to the City (which amount shall be increased by 4% per year), the Council does hereby refer this subject to the Communications Tower Committee for its report and recommendation.

John Rathbone, AT&T, 26957 Northwestern Hwy, Ste. 305, Southfield, MI answered questions regarding the aforementioned item.

On a motion by Feenstra, seconded by Duggan, it was:

RESOLVED, that having considered the report and recommendation of the Department of Law, dated August 8, 1996, approved by the Finance Director and approved for submission by the Mayor, to which is attached a proposed lease agreement between the City of Livonia and AT&T Wireless PCS, Inc. for a period of five years with three successive five-year renewal periods for use of a portion of the radio tower located at the Police Station and the installation of an equipment shelter at the site at an annual rent of \$24,000.00 to be paid to the City (which amount shall be increased by 4% per year), the Council does hereby refer the subject matter of lease of space on the City's communications tower to the Committee of the Whole for its report and recommendation.

Feenstra and Duggan withdrew their motions on the foregoing resolution.

On a motion by Feenstra, seconded by Duggan, and unanimously

adopted, it was:

CELLULAR TOWERS

Proposed lease agreement bet. the City and AT&T Wireless PCS, Inc. for use of a portion of the radio tower located at the Police Station and the installation of an equipment shelter at the site. (Refer to Legislative Comm.)

#831-96 RESOLVED, that having considered the report and recommendation of the Department of Law, dated August 8, 1996, approved by the Finance Director and approved for submission by the Mayor, to which is attached a proposed lease agreement between the City of Livonia and AT&T Wireless PCS, Inc. for a period of five years with three successive five-year renewal periods for use of a portion of the radio tower located at the Police Station and the installation of an equipment shelter at the site at an annual rent of \$24,000.00 to be paid to the City (which amount shall be increased by 4% per year), the Council does hereby refer the subject of the financial aspects associated with the lease of space on the City's communication tower to the Legislative Committee for its report and recommendation.

AUG 26 1996

AUG 26 1996

DEPARTMENT OF FINANCE

Michael T. Slater
DIRECTOR OF FINANCE

James P. Andres
CHIEF ACCOUNTANT

RECEIVED
OFFICE OF THE CITY CLERK

96 AUG 26 PM 3:55



Jack E. Kirksey
MAYOR

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
421-2000
FAX: 421-1807

**NEW DATA
ATTACHED**

96 AUG 26 PM 3:55

August 22, 1996

Honorable Members of the City Council
City of Livonia, Michigan

Re: Proposed Tower Lease with AT&T

Dear Council Members:

At the Study Meeting on August 19, 1996, City Council requested additional information regarding tower lease rates paid in other communities. I have attached a survey of tower lease rates that was performed in April, 1996.

This item has been scheduled as follows:

Study Meeting _____

Regular Meeting 8/22/96 *4:30*

Other _____ *ADD*

Copies to _____

Very truly yours,

Michael T. Slater

Michael T. Slater
Director of Finance

Approved for Submission

Jack E. Kirksey
Jack E. Kirksey, Mayor

MTS:ml
Attachment

pc: City Clerk, City Attorney, Director of Planning

**SCHEDULE OF TOWER RENTAL INCOME
CITY OF LIVONIA AND SURROUNDING AREA
As of April 2, 1996**

Lessor/Lessee	Tower Built by Lessee	Terms of Lease
Botsford Park w/ Ameritech	Yes	\$600/mo with 5 year renewals as: \$700/mo \$800/mo \$900/mo \$1000/mo Plus: Storage Shed for City
Whispering Willows/ Fox Creek w/ Nextel	Yes	\$833/mo increased by 4% per year. 25% of colase revenue to City - the tower would belong to Nextel, but will revert to City upon written request. Some improvements will be provided such as cart paths and eventual paving of same.
Schoolcraft College w/Ameritech	Yes	\$10,000/yr with 5 five-year renewals. At the end of the lease the tower reverts to the college.
Stevenson High School w/ Ameritech	Yes	\$600/mo - Plus: Press Box for athletic field.
Plymouth/Canton w/ Ameritech	Yes	\$600/ mo - Removed tower from original site and moved it to new location. Revamped Plymoth-Canton radio equipment.
Farmington Hills w/ Detroit Cellular	No	\$21,500 plus 2% per year annually in advance with 5% late charge after two weeks.
Sterling Heights w/ Ameritech	Yes	\$1,333/mo plus 5% per year, Plus: tower to revert to City at end of lease (2021), various construction, improvements and equipment including a new 911 system

**SCHEDULE OF TOWER RENTAL INCOME
CITY OF LIVONIA AND SURROUNDING AREA
As of April 2, 1996**

Lessor/Lessee	Tower Built by Lessee	Terms of Lease
Dearborn w/Cellular One	Yes	Rent will commence in approx. 5 years, Plus: Storage shelters were constructed. They are doing some research based on lease of commercial sites for towers and equipment, and have determined that rent is approx. \$900/mo for the tower space and \$900/mo for the space required on the ground for transmitters/receivers.
Auburn Hills w/Ameritech and Cellular One	Yes	Rent is currently \$25,000/ yr, with 5% increase and 20 year renewable lease. Ameritech and Cellular One each pay 50%. The tower does not belong to the City, but will revert to them in 20 years.
Royal Oak w/ Cellular One Turned down by Council	Yes	\$22,000 up front, \$600/mo plus improvements.
Southfield 3 w/Ameritech 1 w/Cellular One	Yes Yes	Received \$50,000 initially, plus annual rental of approx. \$7,500 each.
Mt. Clemens w/ Nextel	Yes	Receive \$500/mo - not sure of length of lease. Tower belongs to Nextel.
Westland w/Nextel	Yes	Receive \$700/mo plus 4% per year with four renewals.

SCHEDULE OF TOWER RENTAL INCOME
CITY OF LIVONIA AND SURROUNDING AREA
As of April 2, 1996

Lessor/Lessee	Tower Built by Lessee	Terms of Lease
Novi w/Powerphone (Proposed)	Yes	Would receive \$1150/mo plus construct a building and provide equipment to the City. The City would retain the right to lease space, and Powerphone would do maintenance.
Wixom w/Ameritech	Yes	Receive \$700/mo , plus mount the City's equipment and build a garage for Public Service.
Oakland County w/AT&T (Proposed)	No	Would Receive \$1,200/mo. Oakland County supply space and equipment room. AT&T would provide maintenance and pay utilities.

A:\TOWERLEA.WK1

DEPARTMENT OF LAW

CITY ATTORNEY
Sean P. Kavanagh

CHIEF ASSISTANT CITY ATTORNEY
Cathryn K. White

ASSISTANT CITY ATTORNEY
Michael E. Fisher

ASSISTANT CITY ATTORNEY
Barbara J. Scherr



33000 CIVIC CENTER DRIVE
 LIVONIA, MICHIGAN 48154-3097
 (313) 421-2000, ext. 226-227
 FAX: 421-4870

This item has been scheduled as follows: **Jack E. Kirksey**

Study Meeting 8/19/96

Regular Meeting _____

Other _____

Copies to _____

August 8, 1996

TO: HONORABLE MEMBERS OF THE CITY COUNCIL

FROM: DEPARTMENT OF LAW

SUBJECT: Proposed lease of space on the City's communications tower located at the Police Department by AT&T Wireless, PCS, Inc.

Dear Council Members:

The following information was received by AT&T Wireless PCS, Inc. to lease space on the City's communications tower located at the Police Department. AT&T has agreed to an annual rental of twenty-four thousand dollars (\$24,000.00), with a 4% increase for each subsequent year. The initial lease term is for five (5) years, with three (3) additional five (5) year renewal options. AT&T has also agreed to undertake an intermod study beforehand to insure that its operations will cause no interference to activities or equipment of the City or other Tower users. AT&T has requested to also be allowed to construct a 20' x 10' equipment shelter near the base of the tower, which is acceptable to the Police Department. If AT&T subsequently decides to terminate the lease without giving at least one (1) year advance notice (except during the last year of the initial or any renewal term), it will be liable for payment of liquidated damages of 1/3 of the annual rental payment in addition to the annual rent for that year. AT&T has also agreed to share in the maintenance costs of the tower.

Based on these understandings, this office has prepared a proposed lease agreement which has been approved by AT&T, the Finance Director and the Police Department. The proposed agreement is submitted hereto for your consideration. Should the Council desire to approve the lease to AT&T Wireless PCS, the following resolution is submitted:

RESOLVED, that having considered the report and recommendation of the Department of Law, dated August 8, 1996, approved by the Finance

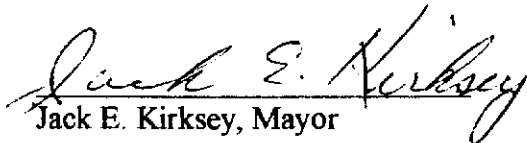
To: Honorable Members of the Council
Re: Proposed lease by AT&T Wireless

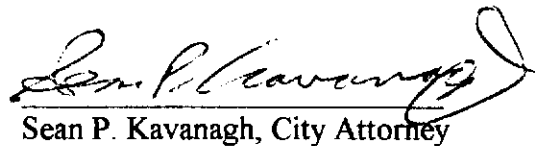
August 8, 1996
Page 2

Director, and approved for submission by the Mayor, to which is attached a proposed lease agreement between the City of Livonia and AT&T Wireless PCS, Inc. for a period of five years with three successive five-year renewal periods for use of a portion of the radio tower located at the police station and the installation of an equipment shelter at the site at an annual rent of \$24,000.00 to be paid to the City (which amount shall be increased by 4% per year), the Council does hereby authorize the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute the attached agreement in the manner and form herein submitted, as well as to do all other things necessary or incidental to the full performance of this resolution.

APPROVED FOR SUBMISSION:

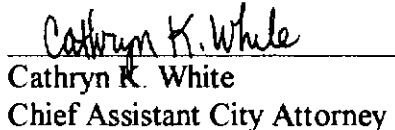
Very truly yours,


Jack E. Kirksey, Mayor


Sean P. Kavanagh, City Attorney

APPROVED:


Michael T. Slater, Finance Director


Cathryn K. White
Chief Assistant City Attorney

CKW:mv

Enclosure

cc: Mayor, Clerk, Council, Police
Finance, Engineering, Planning
Director of Public Works

LEASE AGREEMENT

This Lease Agreement, commences _____, between the CITY OF LIVONIA, a municipal corporation ("Landlord"), whose address is 33000 Civic Center Drive, Livonia, Michigan 48154, and AT&T Wireless PCS, Inc., a Delaware Corporation ("Tenant"), whose address is 26877 Northwestern Highway, Suite 350, Southfield, Michigan 48034.

RECITALS:

Landlord has legal title to real property (the "Site") located at the common address of 15050 Farmington Road, City of Livonia, Wayne County, State of Michigan, and a communications tower structure on that property (the "Tower"), portions of which Tenant wishes to lease from Landlord, for telecommunication purposes, which includes the transmission and reception of radio communication signals. The legal description of the site is shown on Exhibit "A." The portion of the Site and Tower which Landlord has agreed to lease to Tenant for the stated purposes is described on Exhibit "B," and is referred to in this lease as the "Premises."

NOW THEREFORE, for and in consideration of value received and the mutual promises contained in this Lease, Landlord and Tenant agree as follows:

1. Use of Leased Premises. This Lease of the Premises described in Exhibit "B" by Landlord to Tenant grants to Tenant, subject to restrictions or limitations contained in this Lease:

- (a) The right to use vertical space on the Tower for the installation, maintenance and operation of up to nine (9) antennae, plus provisions for Omni whips mounted at a base height of 100 feet (plus or minus 15 feet) on

the Tower, with the top of the antennae to be no higher than 115 feet on the Tower, together with necessary transmission cables or lines no greater than two (2) inches in diameter. Detailed plans and specifications conforming to this provision are attached as Exhibit "C" and are hereby approved and accepted by Landlord. All antennae, cables or lines and related equipment installed on the Premises in accordance with this Lease are and shall remain Tenant's personal property.

- (b) The right to construct or install, secure and use an equipment enclosure on the ground of the Premises provided it is not permanently attached to the land, the size and location being set forth in Exhibit "C."
- (c) Access, utility and transmission line easements necessary for Tenant to use, enjoy and maintain its installations on the Premises.
- (d) The right to install and maintain cables and transmission lines between the equipment enclosure and its installations on the Tower subject to Landlord's right to designate the route to be utilized, which shall be consistent with the accepted engineering practice, the Landlord's existing installations and primary purpose for which the Tower was constructed.
- (e) The rights and access granted to Tenant are non-exclusive, Landlord hereby reserving the right to enter in and upon the Premises as provided in this Lease.

2. Term of Lease.

- (a) The initial term of this Lease shall be five (5) years from commencement.

- (b) Provided Tenant is not in default, the term of this Lease shall be automatically extended for up to three (3) additional and separate five (5) year terms unless Tenant gives Landlord written notice of intention to terminate at least six (6) months prior to the end of each current term.
- (c) Landlord or Tenant may terminate this Lease by written notice at least six (6) months prior to the end of any five (5) year extension.

3. Rent and Lease Payments.

- (a) The annual rental for the first year shall be Twenty-four Thousand Dollars (\$24,000.00), with the annual rental for each subsequent year of the initial and extension terms to be increased by four percent (4%), as set forth on Exhibit "D."
- (b) Annual rental payments shall be paid by Tenant to Landlord in advance on or before the commencement date of this Lease and each anniversary date thereafter at Landlord's address designated in this Lease or to such other person or location as Landlord designates in writing at least thirty (30) days prior to a rental payment due date.
- (c) A payment of rent or other financial obligations of Tenant to Landlord more than five (5) days after it is due, shall be considered a default and include an administrative late charge equal to five percent (5%) of the required payment.

4. Utilities. Tenant shall be responsible for securing installation of separate lines and meters, and for all charges, fees and expenses for utility services for the leased Premises.

5. Installation, Alterations, Repairs and Maintenance.

- (a) The equipment which Landlord has approved for placement or installation on the Premises by Tenant is described on Exhibit "C." In the ordinary course of business, Tenant may replace used, broken or obsolete equipment, without Landlord's consent, with equipment that has similar physical dimensions, characteristics and impact as the existing equipment. Tenant shall not install equipment in a manner which may adversely affect the physical and structural integrity and capacity of the Tower as designed, or that causes damage to Landlord's or other Tower users' property.
- (b) Except for replacement in the ordinary course of business, Tenant shall not make any other alterations or improvements to the Premises without Landlord's prior written consent. Improvements added without the required consent shall become Landlord's property. Landlord shall not be required to consider any request by Tenant under this section unless it is accompanied by detailed plans and specifications, which, if approved, will serve as an amendment of Exhibit "C."
- (c) Tenant's installation and operation of materials, equipment and fixtures shall be done in a neat, workmanlike manner, consistent with good engineering practices and without damage to the Site, Tower or property and operations of Landlord and other Site or Tower users. Subject to Section 7, Tenant shall promptly repair or correct any damages caused by its installations and operations.

- (d) Subject to Section 11(g), Landlord, as the owner of the Tower, shall be responsible for repair and maintenance of the Tower necessary to assure its physical and structural integrity; provided, however, that Tenant shall be responsible for sharing in the costs of maintenance of the Tower and fencing. Landlord shall be responsible for any damage to Tenant's property caused solely by Landlord in the course of fulfilling its repair and maintenance obligations to the extent not covered by insurance.
- (e) Tenant, by its authorized representatives, shall have access to the Premises, twenty-four (24) hours a day, seven (7) days a week. For purposes of this section, authorized representative means an employee of Tenant, whose name and title has been provided in writing by Tenant to Landlord, together with a current picture identification of the employee. Tenant's authorized representatives may only access the Premises after providing advance notice to Landlord by notifying the on-duty commanding officer at the Livonia Police main desk of the identity of the authorized representative(s) who will be entering the Premises together with a description of the vehicle(s) which will be used and the approximate time the authorized representative(s) will be on the Premises.

6. Taxes and Assessments. Tenant shall be solely responsible for, and shall promptly pay all personal property taxes levied and assessed against it or its personal property. Tenant shall also be solely responsible for all real estate, special assessments or similar taxes (if any) relating to the Premises.

7. Insurance and Indemnification by Tenant. Tenant shall maintain throughout the term of this Lease, insurance with coverage and liability limits as described in Exhibit "E," with each policy to be endorsed to include Landlord as an additional insured, entitled to at least thirty (30) days prior written notice of any cancellation or material change in the insurance. Tenant shall furnish to Landlord certificates of insurance, confirming the coverage and endorsement required throughout the term of this Lease.

(a) Tenant may rely on insurance coverage to satisfy its obligation to repair or correct damages from its installations or operations under Section 5(c), provided the insurer has acknowledged in writing the existence of coverage in a sufficient amount, the damage or interference is not disrupting or interrupting the communications systems of Landlord or other Tower users and the parties have agreed to a deadline for completion of the required repairs or corrective action that is consistent with the nature and extent of the damages and required corrective action.

(b) Tenant agrees to indemnify, defend and hold Landlord harmless from any claims for damages, injury or loss to property or persons, including costs and reasonable attorney fees incurred by Landlord, arising from or in connection with Tenant's installations and/or operations on the Site.

8. Interference. The parties recognize the potential for broadcast and electronic interference inherent in multiple use of the Tower and the need to cooperate with each other and other Tower users in preventing the occurrence of interference and

promptly eliminating it if it occurs. Consistent with this recognition and objective, the parties agree as follows:

- (a) Tenant shall obtain an intermod study at its own expense and shall furnish same to Landlord for Landlord's approval prior to commencement of this Lease.
- (b) Landlord agrees that the definitions of and procedures to prevent or eliminate interference contained in this Lease shall be uniform for all users of the Tower and will be included in all other leases or license agreements which Landlord may subsequently enter into with other tenants or licensees.
- (c) As used in this Lease, "interference" shall mean a material impairment of the quality of sound, picture or data signals on a broadcasting activity or electronic equipment use as compared with that which would be obtained if no other broadcaster were using or had equipment on the Tower different than what existed on the date of this Lease. To the extent applicable, the existence of interference and procedures for preventing or eliminating it shall be according to rules and regulations of the FCC and the recommended practice of the Electronics Industries Association (EIA).
- (d) Tenant acknowledges that its knowledge, experience and resources on the subject of interference and the recommended practices of EIA and the rules and regulations of the FCC are superior to Landlord's. Tenant agrees that at all times it will conduct its operations in full compliance with the practices of EIA and rules and regulations of the FCC, and that upon

written request by Landlord regarding any particular operation or activity, will provide written documentation confirming the required compliance.

- (e) Tenant acknowledges that in addition to Landlord, the Tower may be used by one or more of Tenant's competitors, and agrees that it will not knowingly or intentionally install its equipment or conduct its operations on the Premises in a manner which will prevent, obstruct or interfere with its competitor realizing the same level of broadcasting quality that Tenant desires and expects to obtain under this Lease.
- (f) In order to prevent the occurrence of interference and allow the parties to promptly identify possible sources of interference if it occurs, each party shall provide the other with written notice of the day, time and nature of all equipment placed, or work performed, on the tower as part of installations, repairs, maintenance, movement or replacement, with technical specifications for all new equipment. Except for emergencies or situations which require more immediate activity, the written notice shall be provided at least seven (7) days before the activity, in which case, the actual date and time of the activity shall be confirmed by a second notice.
- (g) The parties agree to promptly notify the other of any interference experienced with their respective broadcasting activities believed to be attributable to others, including the date and time it was first experienced and a description of the interference.
- (h) Tenant's installations, operations and use on the Premises shall not cause interference with existing or future broadcast activities or electronic

equipment of Landlord or other Tower users. Any such interference shall be eliminated by Tenant at its expense in a prompt manner consistent with the nature, extent and effects of the interference. If the interference is disrupting or substantially reducing the continuous nature and required quality of Landlord's public safety communications, Tenant shall immediately suspend its operations upon receiving written notice from Landlord to do so, until the interference has been eliminated or remedied. Upon Tenant's failure to immediately suspend operations, Landlord may take whatever action it deems necessary to eliminate or remedy the interference, with any cost or expense of said action to be paid by Tenant within thirty (30) days of written notice.

- (i) Claims by or against the parties and/or other Tower users regarding interference and any disagreements regarding the existence and sources of interference shall be resolved consistent with the following general principles or as may be otherwise agreed by the parties involved in the claim or disagreement.
 - (1) Time is of the essence.
 - (2) Interference claimed should be specifically described, and whenever possible, specify the alleged or potential sources and proposed/requested corrective measures.
 - (3) Parties alleged to be causing interference shall voluntarily implement requested corrections whenever possible, consistent with their analysis of the claim.

- (4) Parties causing interference shall be responsible for the cost of correction.
- (5) Where requested or suggested corrections are voluntarily implemented and do not correct the interference, the cost of implementation and restoration to the prior condition shall be the responsibility of the party who made the request/suggestion.
- (6) Disputes regarding the existence and/or sources of claimed interference shall be resolved, when necessary, by analysis and opinion of an independent expert, selected at random, from names submitted by the parties involved in the dispute or designated by Landlord, with the cost of the independent expert to be paid pro rata by the parties found to be causing the interference.
- (7) The determinations and any recommendations for correction of interference by the independent expert shall be binding upon, and immediately implemented by, the responsible parties.

9. Assignments. This Lease and all rights under it may not be assigned by Tenant without Landlord's consent. Tenant shall give Landlord sixty (60) days advance written notice of any proposed assignment. Such an assignment, if approved by Landlord, shall not relieve or release Tenant from its obligations under this Lease unless the assignee has agreed in writing to assume those obligations and Landlord has consented in writing to a release of Tenant. Whether Landlord will consent to a requested assignment and/or release, and any conditions imposed in connection with the consent, shall be in the sole discretion of Landlord.

10. Subletting Prohibited. Tenant shall be prohibited from subletting all or part of the Premises.

11. Termination; Default. This Lease may be terminated prior to its expiration as provided in this section.

(a) If either party is in default or breach of this Lease for more than thirty (30) days after written notice of breach or default from the other party, the rights of the party in breach or default may be terminated by the other party, to be effective sixty (60) days after written notice to terminate is given; provided, however, that the grace period for any monetary default is ten (10) days from receipt of notice. If Landlord terminates this Lease, it shall be entitled to all remedies provided in this Lease and by law, including but not limited to, re-entry, repossession and denial of Tenant's access to the Premises, retention of rent paid in advance and liquidated damages as provided in Section 11(i). Landlord shall not be entitled to distrain Tenant's personal property on the Premises if security for liquidated damages under Section 11(i) and delinquent financial obligations under Sections 3 and 8, acceptable to Landlord is provided by Tenant. The parties acknowledge that this subparagraph intends to provide sufficient time to obtain alternate licensing or leasing arrangements.

(b) Upon thirty (30) days written notice to Landlord, Tenant may terminate this Lease if and to the extent, through no fault of Tenant, it has lost or been denied any necessary governmental authorization for all or part of its uses of the Premises as contemplated in this Lease and has exhausted all

administrative remedies or appeals, documentation of which shall accompany the written notice. Such a termination shall not require Landlord to return any portion of the annual advance rent to the Tenant unless the loss or denial was caused by Landlord's acts or omissions in violation of this Lease.

- (c) Tenant may terminate this Lease at any time upon ninety (90) days advance written notice to Landlord provided that any delinquent financial obligations of Tenant under Sections 3 and 8 and liquidated damages under Section 11(i) are paid. If at least one (1) year advance notice is given, liquidated damages shall not be payable.
- (d) If Landlord defaults in its obligation to provide access to and use of the Premises by Tenant such that Tenant is unable to use the Premises as provided in this Lease, resulting in Tenant terminating this Lease, Tenant shall have all remedies available under this Lease and applicable law.
- (e) Subject to satisfying liquidated damages under Section 11(i) and delinquent financial obligations to Landlord under Sections 3 and 8, upon expiration, termination or cancellation of this Lease, for any reason, Tenant shall remove all its equipment and installations from the Premises within forty-five (45) days. In addition to the required removal, Tenant shall restore the Premises to the condition which existed prior to Tenant's use and occupancy, reasonable wear and tear and intervening circumstances as approved by Landlord, excepted. The required restoration requires Tenant to remove any concrete footings or foundations to a depth of one foot (1')

below ground level, but shall not permit Tenant to remove any security fence it may have constructed, if prior to the termination date, Landlord has provided written notice to Tenant to leave the security fence on the Premises, which at that time shall become the property of Landlord.

- (f) If the Premises are destroyed or damaged through no fault of Tenant to an extent that materially and adversely will affect Tenant's use of the Premises for more than thirty (30) days, Tenant may terminate this Lease on thirty (30) days written notice to Landlord, unless the destruction or damage is repaired and the material and adverse affects are eliminated within the thirty (30) days. Tenant's option under this Section is conditioned on promptly pursuing individually and/or by cooperating with Landlord to secure the required repairs.
- (g) If the Tower is damaged or destroyed through no fault of Landlord, it may elect to repair, rebuild or restore the Tower to the same condition which existed immediately prior to the damage or destruction or to terminate this Lease by written notice to Tenant, given within fifteen (15) days of the damage or destruction. If Landlord terminates the Lease, Tenant shall be entitled to a refund of rent for each full month from the date of termination to the next anniversary date, with the monthly refund amount being equal to 1/12 of the last annual rental payment. If Landlord elects to repair, rebuild or restore the Tower, the Lease has not been terminated as provided in Section 11(f) and the damage or destruction has deprived Tenant of its full use and enjoyment of the premises, Tenant shall be

entitled to fifty percent (50%) rent abatement by credit against its next annual rental payment, from the date of damage or destruction to the date repairs or restoration are completed, with the amount of rent abatement to be based on the number of days without use, using the last annual rental payment as a basis.

- (h) If the portion of the Site occupied by all or part of the Premises is taken by eminent domain or condemned by any public authority, this lease shall terminate, with Landlord entitled to the amount of any condemnation award.
- (i) Upon a termination by Landlord under Section 11(a) or Tenant under Section 11(c) on less than one (1) year advance written notice, at any time except during the last year of the initial and any renewal term, in addition to any annual advance rent which has been paid to Landlord, Tenant shall also be liable for and pay liquidated damages in the amount of one-third (1/3) of the last annual rental payment, in satisfaction of any then remaining term of this Lease, this provision being in recognition of the long range nature of this Lease, the Landlord's annual budget process and to limit and define liability in advance of any such termination.
- (j) If Tenant's estate created by this Lease is taken by execution or other legal process, is assigned for the benefit of creditors or, if a petition in bankruptcy or for appointment of receiver concerning Tenant is filed and pending without dismissal for more than sixty (60) days or upon a

bankruptcy adjudication of or appointment of receiver for Tenant, this Lease may be terminated at the option of Landlord.

12. Quiet Enjoyment; Cooperation; Estoppel Letters.

- (a) Landlord covenants and agrees that upon payment of the rental and observance and performance of all covenants, terms and conditions by Tenant under this Lease, Tenant shall peaceably and quietly hold and enjoy the Premises, rights and privileges granted hereunder for the term hereby demised without hindrance or interference by Landlord.
- (b) Landlord agrees, provided there is no expense to, or changes required by, Landlord to reasonably cooperate with Tenant in any efforts by Tenant to secure or renew any governmental permits, that are not issued or required by Landlord, necessary to use the Premises as contemplated in this Lease, and to join in any applications or other documents reasonably requested by Tenant.
- (c) Landlord and Tenant agree to furnish to each other upon request, letters confirming whether this Lease is in full force and effect free of known defaults and such other matters concerning the status of this Lease which may be reasonably requested.

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

14. Construction. This Lease shall be construed in accordance with the laws of the State of Michigan. In the event that any provisions hereof shall be legally unenforceable as determined by final order of a court of competent jurisdiction or the FCC, the remaining provision shall nevertheless be carried into effect. The parties agree that time is of the essence of this Lease.

15. Paragraph Headings; Entire Agreement; Oral Modifications. The section or paragraph headings contained herein are for convenience only and shall not be deemed a part of this Lease. This Lease, which includes the attached Exhibits, contains the entire understanding between the parties with reference to the matters contained herein, there being no terms, conditions, warranties, or representations other than those contained herein, and no amendment hereto shall be valid unless made in writing and signed by both of the parties hereto.

16. Successors and Interests. Subject to the provisions regarding assignment, this Lease shall be binding upon, and inure to the benefit of, the successors-in-interest and permitted assigns of the parties hereto.

17. Landlord's Representations. Landlord covenants and represents, as of the date of this Lease, to Tenant as follows:

- (a) Landlord is in possession and control of the Site, good and marketable legal title to which is presently held by the City of Livonia and that there are no easements, covenants, restrictions, judgments or other exceptions which might impair Landlord's ability to lease the Premises to Tenant.

- (b) Subject to subsection (a), Landlord has full authority to execute, deliver and perform this Lease, which benefits and serves a legitimate public purpose by generating revenues.
- (c) There is no litigation or other proceeding pending or threatened affecting title to or permitted uses of the site and Premises.
- (d) Landlord will provide written notice to Tenant upon discovering or receiving notice of any fact or claim related to the title, authority or proceedings described in subsections (a) through (c).

18. Tenant's Agreements. Tenant acknowledges and agrees:

- (a) That at all times it will conduct its operations on the Premises in a lawful manner, in compliance with all standards, rules and regulations of the FCC and any other governmental agency with authority over Tenant's use and business on the Premises, including Landlord's ordinances, and that Tenant will not store any property or material outside its equipment enclosure except as disclosed on Exhibit "C."
- (b) That it has inspected the Premises and Tower and accepts the existing conditions as satisfactory for installation of Tenant's equipment as disclosed on Exhibit "C," in accordance with all required governmental permits, licenses or approvals.
- (c) That it will obtain and thereafter diligently maintain all permits, licenses or other governmental approvals required for its use and operations on the premises throughout the initial and extension terms of this Lease.

19. Notices. All notices, requests or other writings provided for under this Lease must be in writing and shall be deemed validly given on the date of personal delivery or of mailing if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

TENANT: AT&T Wireless PCS, Inc.
26877 Northwestern Highway, Suite 350
Southfield, Michigan 48034

-and-

LANDLORD: City of Livonia
33000 Civic Center Drive
Livonia, MI 48154
Attn: Michael T. Slater, Director of Finance

20. Broker's Commissions. The parties represent that neither of them has used real estate brokers in connection with this Lease.

21. Environmental Matters.

- (a) Definition. For purposes of this Lease, "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, or any other existing federal or state statute, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material.
- (b) No Hazardous Material. Neither Landlord nor, to the best knowledge of Landlord, any other person has ever caused or permitted any hazardous

material to be placed, held, located, dumped, stored or disposed of on or under the Site or any part thereof.

- (c) Tenant's Indemnity. Tenant indemnifies and agrees to hold Landlord harmless from all losses, liabilities, damages, injuries, costs, expenses, and claims of every kind that are paid, incurred or suffered by or asserted against Landlord for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises and Site into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any hazardous material, caused by or under the control of Tenant.
- (d) Landlord's Indemnity. Landlord indemnifies and agrees to hold Tenant harmless from all losses, liabilities, damages, injuries, costs, expenses and claims of every kind that are paid, incurred or suffered by or asserted against Tenant for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises and Site into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any hazardous material, that is caused by or under the control of Landlord, the existence or potential source of which was not disclosed on Exhibit "I."
- (e) Survival. The provisions of this section shall survive the termination of this Lease.

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

23. Waiver. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

24. Counterparts. This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Date: _____

LANDLORD

WITNESSES:

CITY OF LIVONIA, a Municipal
Corporation and Body Politic

By: _____
Jack E. Kirksey, Mayor

And

By: _____
Joan McCotter, City Clerk

LANDLORD'S ADDRESS:

City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

Date: _____

TENANT

WITNESSES:

AT&T Wireless PCS, Inc.
a Delaware Corporation

By: _____

Its: _____

By: _____

Its: _____

TENANT'S ADDRESS:

AT&T Wireless PCS, Inc.
26877 Northwestern Highway, Suite 350
Southfield, Michigan 48034

SITE # 3109

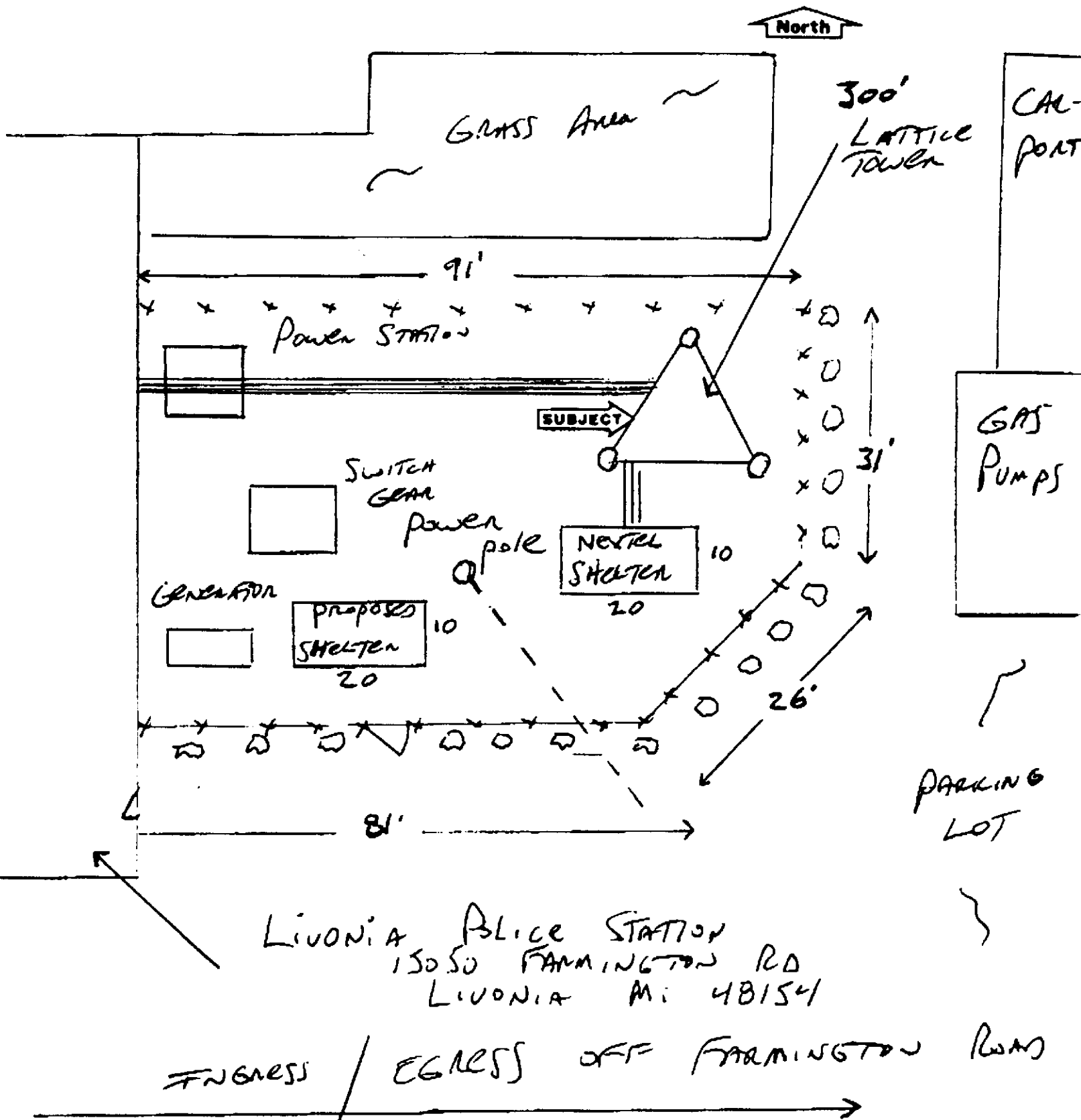


EXHIBIT D
SCHEDULE OF RENTS

<u>PERIOD</u>					<u>ANNUAL RENT</u>
INITIAL TERM					
October 1,	1996	TO	September 30,	1997	\$24,000
October 1,	1997	TO	September 30,	1998	24,960
October 1,	1998	TO	September 30,	1999	25,958
October 1,	1999	TO	September 30,	2000	26,997
October 1,	2000	TO	September 30,	2001	28,077
1ST FIVE YEAR EXTENSION					
October 1,	2001	TO	September 30,	2002	29,200
October 1,	2002	TO	September 30,	2003	30,368
October 1,	2003	TO	September 30,	2004	31,582
October 1,	2004	TO	September 30,	2005	32,846
October 1,	2005	TO	September 30,	2006	34,159
2ND FIVE YEAR EXTENSION					
October 1,	2006	TO	September 30,	2007	35,526
October 1,	2007	TO	September 30,	2008	36,947
October 1,	2008	TO	September 30,	2009	38,425
October 1,	2009	TO	September 30,	2010	39,962
October 1,	2010	TO	September 30,	2011	41,560
3RD FIVE YEAR EXTENSION					
October 1,	2011	TO	September 30,	2012	43,223
October 1,	2012	TO	September 30,	2013	44,952
October 1,	2013	TO	September 30,	2014	46,750
October 1,	2014	TO	September 30,	2015	48,620
October 1,	2015	TO	September 30,	2016	50,564
GRAND TOTAL					\$714,674

EXHIBIT E

AT&T Wireless PCS, Inc. will provide a Certificate of Insurance with the following requirements before any work begins on the site and will give thirty (30) days written notice to the below named certificate holder for any change to the policy to occur.

1) General Liability

- | | | |
|----|---|---|
| A. | General liability coverage (including bodily injury and property damage coverage) | Combined single limit of \$1,000,000 per occurrence |
| B. | Automobile liability coverage | \$1,000,000 |
| C. | Workers Compensation and Employers Liability | \$1,000,000 |

2) Additionally Insured

The City of Livonia will be named as additionally insured.

3) Certificate Holder

City of Livonia
33000 Civic Center Drive
Livonia, MI 48154
Attn: Department of Law



From The Desk Of . . .

BONNIE JOHNSON
Council Office

38

Council:

Just a short note to let you know that a Jennifer Jones of Communications Alert, also known as Vertical Real Estate, located in Ft. Wayne, Indiana, called to inquire about their company attaching onto the communications tower located at Police Headquarters. I have referred her to the Mayor's Office. For your records her telephone no. is (800) 869-3777.

8/26/96



OFFICE OF THE COUNCIL

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097

Ed Bacon
FMHC Corporation
26011 Evergreen
Suite 320
Southfield, MI 48076

58-11-9

(4)

20

25

51-6-9

(4)

Ed Bacon no longer
represents AT & T.
all contacts should
be made thru John
Dahls office.

(313) 961-2550

City Paper to send info.
w/ 1-6-97 to [unclear]



REPORT TO THE LIVONIA CITY COUNCIL

Council Office
January 25, 2021

MEETING DATE

January 25, 2021

PREPARED BY

Sara Kasprowicz, Office Administrator,

AGENDA ITEM

New Data Item 3 - Talking points from Mayor's office regarding Crisis Support Team

BACKGROUND

RECOMMENDATION

FISCAL CONSIDERATION

ATTACHMENTS

1. CST - Talking Points
2. CST - Talking Points

APPROVED BY

Kasprowicz, Sara

From: Thomas, LaShawn
Sent: Friday, January 22, 2021 11:29 AM
To: Kasprowicz, Sara; Bahr, Scott; Donovic, Rob; Jolly, Jim; McCullough, Brandon; McIntyre, Kathleen; Toy, Laura; White, Cathy
Cc: Mayor Staff
Subject: Crisis Support Team (item 3 on the January 25 meeting agenda)
Attachments: CST - Talking Points.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Council members – and Happy Friday!

On January 25, Chief Caid will share some exciting information on the creation of the department's first ever "Crisis Support Team" (CRT). This team will be equally beneficial to our officers and to our community. The attached document provides some background and talking points (thank you Josh!). I thought this might be helpful as you engage in discussions with the public and/or media.

Please let me know if you have any questions or would like additional support. I am happy to help and am always open to suggestions and feedback!

Have a wonderful weekend,
LaShawn

LaShawn Thomas
Director of Government Affairs
City of Livonia | Mayor's Office
(734) 466-2205
lthomas@livonia.gov

CRISIS SUPPORT TEAM

Notes:

- The Hegira/LPD Contract on the agenda Jan. 25 sets the foundation of the Livonia Police Department's Crisis Support Team (CST).
- This is a first-of-its-kind program in Southeast Michigan, with the CST social workers (2) directly embedded within the Police Department.
- CST will respond or co-respond with police officers to specific calls for service – behavioral health crises, substance abuse problems, group home issues, etc.
- CST will follow up with specific individuals/cases as needed, building relationships with individual residents.
- This will reduce repeat calls for service in the future, engaging CST personnel rather than police officers.
- Police Officers will be freed up for other public safety tasks.
- Contract is funded by already-budgeted Police Department funds.
- The CST will join the Department through a contract with Hegira Health, which since 1971 has been a leader in behavioral healthcare and is one of Michigan's largest behavioral healthcare organizations.
- LPD will vet the CST social workers, who will remain Hegira employees.

Possible Talking Points:

- This contract frees up our Livonia Police officers to spend more time on the police work, working to keep our City safe.
- This is an opportunity for us to better serve our community's diverse and constantly changing needs.
- This program exemplifies how our Police Department is rising to the challenge of changing demands of the job.
- This is something that Chief Caid and his team have been working on for years.
- As behavioral health and substance abuse issues become more common, police officers are too often the only ones to turn to in those situations. This program ensures we have certified professionals with an expertise in helping individuals in need.



REPORT TO THE LIVONIA CITY COUNCIL

Police

December 29, 2020

MEETING DATE

January 25, 2021

PREPARED BY

Diane Warterian, Program
Supervisor, Police

AGENDA ITEM

REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND AUTHORIZE AGREEMENT WITH HEGIRA HEALTH, INC.: Division of Police, re: to provide law enforcement/mental health co-response services to the residents of Livonia.

BACKGROUND

For nearly two years, the Livonia Division of Police has been in discussion with various groups and individuals regarding the demands placed on police officers responding to a wide range of social issues. These discussions have included Chief Judge Timothy Kenny of the 3rd Judicial Circuit Court and Chief Judge Freddie Burton Jr. of Wayne County Probate Court.

These discussions have focused on alternatives to incarceration for individuals that have mental health issues, through both the criminal and probate divisions of the Wayne County Circuit Court with the goal of directly addressing the underlying mental health issues. The objective is to hold the individual accountable for their actions while the long-term goal of seeking appropriate treatment, to help ensure that the individual enjoys a healthy and productive life.

Part of this project involved the Wayne State University Center for Behavioral Health and Justice. Under the leadership of WSU Project Coordinator Nanci Hambrick, researchers visited the Livonia Police Department and were provided detailed information from members of our agency regarding calls for assistance with servicing or mitigating issues involving people in various stages of mental health crisis. These calls include individuals that indicated they were suicidal, delusional, sustain a chemical dependency, were incapable of caring for themselves and more.

Although members of the Livonia Police Department are highly educated, 78% hold bachelor's degrees and 22% have obtained associates degrees, they are not psychologists or certified social workers. They are police officers committed to serving our community with the tools and resources at their disposal. And they do a phenomenal job!

Additionally, Livonia has over 50 group homes. The majority of these operate without issue while serving their clients and contributing to their neighborhoods. However, some of these facilities have

reoccurring challenges, with various sources, and are a repeated drain on law enforcement services to address client or staffing challenges.

RECOMMENDATION

Therefore, pursuant to Finance Ordinance 3.04.140. d.3. The Livonia Division of Police is requesting a waiver of the sealed bid process to utilize the resources of Hegira Health, Inc., 37450 Schoolcraft Road, Livonia, 48154, in providing two master degree level social workers to be embedded with the Livonia Police Department at a cost not to exceed \$190,000.00 for compensation of services.

The individuals assigned to the Livonia Police Department will meet the standards set forth in the attached agreement, which also allows the Livonia Police Department the ability to vet applicants for this assignment. This process is necessary as the individuals will be supplied work space within the police department and by that nature, be subject to Criminal Justice Information System (CJIS) regulations of confidentiality.

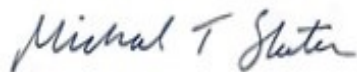
FISCAL CONSIDERATION

Funds are not specifically allocated for this project. However, in conjunction with the approval of Mayor Brosnan and Director of Finance Michael Slater, funding will occur within the current Livonia Police Department budget. The account to be utilized will be Contractual Services 101-304-818-000. Necessary internal re-allocations will occur, but will not affect the ability to staff our police officers, thus maintaining our ability to serve our community. Additionally, I am confident that we will obtain grant funding to assist in offsetting costs associated with this program with the goal of having no effect on our current budget.

ATTACHMENTS

1. Livonia City of Vendor Agreement 12.18.20

APPROVED BY



Date: December 29, 2020

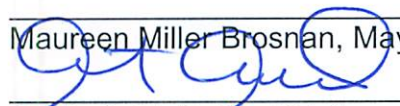
Michael T. Slater, Finance Director



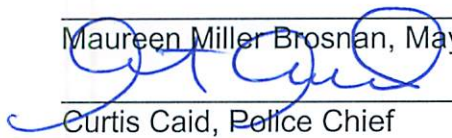
Date: December 30, 2020

Paul Bernier, City Attorney




Maureen Miller Brosnan, Mayor

Date: January 07, 2021


Curtis Caid, Police Chief

Date: January 14, 2021

Vendor Agreement

City of Livonia and Hegira Health, Inc.

This is a vendor agreement between the City of Livonia (City), located at 33000 Civic Center Dr., Livonia, MI 48154 and Hegira Health, Inc. (HHI) located at 37450 Schoolcraft Rd., Ste. 110, Livonia, MI 48150 and is effective upon the beginning of the provision of services.

Purpose:

The Livonia Police Department (LPD) seeks to embed mental health clinicians within their department to provide law enforcement/mental health co-response services to the residents of Livonia.

Statement of Work:

HHI will provide two full time, licensed, Masters-level clinicians (Social Worker, Counselor or Psychologist) to be embedded within LPD. The clinicians will be available to co-respond with officers at the scene either in real time or be called out by the officer after their initial dispatch to the scene. The clinicians will follow-up with individuals whom they have had contact with and provide ongoing crisis stabilization services to ensure they are linked to treatment and services in the community. To ensure timely access, the clinicians will also be available to provide telehealth consultation and assessment services either to support officers in the field or directly for persons needing services. The designated clinicians would respond only to LPD calls for service and would not respond to calls for any other jurisdiction. HHI and LPD will work together to interview and select candidates and ensure that all background clearance and credentialing documents are obtained and verified prior to employment.

Compensation:

HHI will employ two Mobile Crisis Co-Response Clinicians available exclusively to LPD to provide all services required under this Agreement. HHI will be responsible for all direct and indirect program expenses, including, but not limited to, salary, benefits, equipment, travel, insurance, supervision, and program administration. HHI will be reimbursed by LPD an amount of \$40 per compensable hour paid by HHI to the designated program staff in accordance with HHI personnel policies, including allowances for training, holidays, or Paid Time Off. HHI will submit a monthly invoice detailed by program staff member indicating the number of hours compensated for the month and the corresponding total due from LPD. Such invoice will be provided by the 10th of each month for services delivered during the prior month with payment due from LPD within 30 days of the invoice date.

Independent Contractor Status:

It is understood by and between the parties that HHI is an independent contractor and that no employee/employer relationship is created under this Agreement. HHI and its employees are not employees of the City of Livonia or the Livonia Police Department and are therefore not entitled to any benefits afforded under such relationship. HHI will be responsible for all payments of wages, benefits, and taxes for program staff in accordance with company personnel policies and applicable laws. HHI will carry worker's compensation and liability insurance coverage for its employees as required by law and in amounts consistent with industry standards.

Representation, Limitations, and Indemnification:

HHI represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and that it has all necessary rights, title and licenses to provide the services under this agreement.

HHI represents and warrants that it will perform the services in a professional manner in accordance with industry standards.

Records Management:

HHI shall maintain appropriate records relating to service, client care, and financial information. All records of service will be documented in HHI's electronic health record. Individuals choosing to continue with community-based services following the initial crisis contact will be required to consent to a program specific release of information, that includes both HHI and Livonia Police Department. HHI will keep all records for ten years after the termination of this agreement.

Confidentiality:

Both HHI and LPD will keep confidential and not disclose the other party's confidential information without express permission via written consent. Additionally, both parties agree not to use, or permit others to use the other party's confidential information for any purpose other than related to the provision of services. Both parties will take all reasonable measures to avoid disclosure of confidential information, including, at a minimum, those measures and degree of care it takes to protect its own confidential information. Nothing herein shall be construed to limit or prohibit the City's compliance with the Freedom of Information Act, MCL 15.231, *et seq.*

HHI, its personnel, and anyone it may contract with to provide services under this agreement, shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Public Law 104-191, as amended) and 42 CFR Part 2: Confidentiality of Substance Use Disorder Patient Records.

Conflict of Interest:

The City of Livonia agrees to not directly hire HHI staff placed in the Mobile Crisis Co-Response Clinician positions unless they have been previously vacated from the position for at least twelve consecutive months. Both HHI and the City of Livonia affirm that no principal, representative, agent, or other person acting on behalf of or legally capable of acting on behalf of each entity is currently an employee of the other entity. If such a person comes to exist in the future, measures will be taken to ensure confidentiality of sensitive information.

Standard Assurances and Non-Discrimination:

No employee or applicant for employment with HHI shall be subjected to discrimination with respect to hiring, recruitment, advancement or discharge, and shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations, and policies prohibiting discrimination.

Debarment and Suspension:

HHI certifies to the best of its knowledge and belief that it and its subcontractors:

- I. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal department or agency.
- II. Have not within a three year period preceding this agreement been convicted of, or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, performing in a public transaction or contract; violation of state and/or federal antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- III. Have not within a three-year period preceding the effective date of this agreement, had one or more public transactions terminated for cause or as a result of default.

Term and Termination:

The term of this agreement shall commence upon the beginning of the provision of services and shall terminate upon the occurrence of any of the following:

- I. Either party may terminate this agreement for cause if the other party is in breach by providing written notice to the breaching party within thirty days of the breach. The notice shall specify the breach for which the agreement is potentially being terminated with the desired cure necessary to prevent contract termination. If the breaching party fails to remedy the breach to the satisfaction of the other party before the effective date of termination, this agreement shall terminate.
- II. Either party may terminate this agreement without cause upon thirty days prior written notice to the other party.

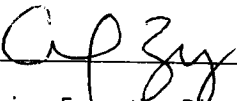
Miscellaneous:

- I. This instrument contains the entire Agreement of the parties, and all prior verbal and/or written negotiations are merged herein. Any amendments or modifications to this Agreement must be approved by both parties in writing and shall be incorporated by an addendum or attachment to this Agreement.
- II. Photocopies, Facsimile transmissions, and other reproductions of this Agreement will be deemed to be original counterparts of this Agreement.
- III. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or its application to any person or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other persons or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
- IV. No waiver by either party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy or privilege.

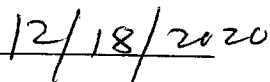
Certification:

The persons signing on behalf of each party certify by their signatures that they are authorized to sign this agreement on behalf of each party and that this agreement has been authorized.

Hegira Health, Inc., Certified Signature



Carol Zuniga, Executive Director



Date

City of Livonia, Certified Signature

Name, Title

Date