

OFFICE OF THE COUNCIL

COUNCIL MEMBERS

KATHLEEN E. McINTYRE
PRESIDENT

SCOTT BAHR
VICE PRESIDENT

ROB GJONAJ DONOVIC
JIM JOLLY
BRANDON McCULLOUGH
LAURA M. TOY
CATHY K. WHITE



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2251
E-mail: citycouncil@livonia.gov

OFFICE OF THE COUNCIL

**ELECTRONIC AGENDA PACKET FOR
THE REGULAR MEETING OF
MONDAY, MARCH 8, 2021
7:00 P.M.**

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

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

AGENDA

1,916th Regular Meeting of the Council of the City of Livonia Monday, March 8, 2021
--

7:00 PM

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

Live broadcast: AT&T Uverse Channel 99 / Spectrum Channel 203 /

WOW Channel 10 / YouTube.com/LivoniaTV

Connect on Zoom: <https://us02web.zoom.us/j/822419226> or phone at (312) 626-6799, ID: 822 419 226

To participate, use the 'Raise Hand' button on Zoom or press *9 on your phone to be called on

CALL TO ORDER

INVOCATION/PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION OF MINUTES

Minutes Of The Regular Meeting Of February 22, 2021.

AUDIENCE COMMUNICATION

REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS

CONSENT AGENDA

- 1) [REQUEST TO WAIVE THE SIDEWALK REQUIREMENT: Stephen and Catherine Simon, re: for the newly constructed home located at 18250 Laurel, in the N.W. 1/4 of Section 9.](#)
- 2) [REAPPOINTMENT OF JACOB GHANNAM TO THE LIVONIA BOARD OF ETHICS: Office of the Mayor, re: for a three year term which will expire on March 1, 2024.](#)
- 3) [REAPPOINTMENT OF SUZETTE SAMUELS TO THE LIVONIA BOARD OF ETHICS: Office of the Mayor, re: for a three year term which will expire on March 1, 2024.](#)
- 4) [REAPPOINTMENT OF ANDREW LENDRUM TO THE LIVONIA BOARD OF REVIEW: Office of the Mayor, re: for a three year term which will expire on February 16, 2024.](#)
- 5) [REQUEST TO APPROVE AMENDMENT TO LEASE AGREEMENT WITH THE MICHIGAN WOLVES AND HAWKS SOCCER CLUB: Department of Parks and Recreation, re: to allow Michigan Hawks Soccer Club to assume the current lease for the continued use of Jaycee Park soccer fields.](#)

Agenda for the Regular Meeting of March 8, 2021

- 6) REQUEST PERMISSION FROM WAYNE COUNTY TO CLOSE A PORTION OF FARMINGTON ROAD TO HOST LIVONIA'S ANNUAL MEMORIAL DAY CEREMONY: Department of Parks & Recreation, re: to close Farmington Road north and southbound from Five Mile Road to Roycroft, on Saturday, May 29, 2021, from 8:30 a.m. to 10:00 a.m.
- 7) REQUEST TO APPROVE THE LIVONIA COMMAND OFFICER SALARY AND BENEFIT CHANGES: Civil Service Department, re: for the period of December 1, 2020 through November 30, 2023.
- 8) REQUEST TO APPROVE THE LIVONIA POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM) ON BEHALF OF ITS AFFILIATE, THE LIVONIA POLICE OFFICERS ASSOCIATION, POLICE SERVICE AIDE UNIT - UNIT B TENTATIVE AGREEMENT: Civil Service Department, for the period of December 1, 2020 through November 30, 2023.
- 9) REQUEST FOR AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LIVONIA AND THE LIVONIA COMMAND OFFICERS ASSOCIATION: Civil Service Department, re: to implement a New Dental and Optical Plan.
- 10) AWARD OF BID: Livonia Housing Commission, re: for the installation of an accessible pathway at Greenwood Park under the 2020-2021 Community Development Block Grant Program.
- 11) AWARD OF BID: Livonia Housing Commission, re: for the installation of accessible pathways at Dover Park under the 2020-2021 Community Development Block Grant Program.
- 12) REQUEST TO APPROVE SPECIALIZED SERVICES TRANSPORTATION OPERATING ASSISTANCE PROGRAM THIRD PARTY CONTRACT FOR THE PERIOD OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021 BETWEEN THE CITY OF LIVONIA AND SMART: Livonia Housing Commission, re: with grant funds to be used for the Livonia Community Transit Program to provide lift-equipped transportation to the senior and disabled residents of the City.
- 13) REQUEST TO AUTHORIZE APPROPRIATION AND EXPENDITURE: Public Works Division, re: to send out for repair of 2014 Freightliner to Wolverine Truck Sales, Inc., to have engine rebuilt to long the usefulness of said vehicle, from budgeted funds.
- 14) REQUEST TO RELEASE GENERAL IMPROVEMENT BOND: Engineering Division, re: for Heritage Square Site Condominiums, located at the east side of Newburgh Road between Five Mile and Six Mile Roads (36900 and 36910 Mallory Drive; former Clay Elementary School site, and 16600 Newburgh Road and a portion of 16700 Newburgh Road) in the Northwest ¼ of Section 17. (CR 403-18)
- 15) REQUEST TO RELEASE SIDEWALK BOND, ENTRANCE MARKERS /LANDSCAPING BOND AND MONUMENTS AND MARKERS BOND: Engineering Division, re: for Arbor Trail Estates Site Condominium, located on the south side of Ann Arbor Trail between Newburgh Road and Dowling Avenue, in the Southeast 1/4 of Section 32 (CR 149-16 and CR 335-16).

Agenda for the Regular Meeting of March 8, 2021

UNFINISHED BUSINESS - MEETINGS OF THE COMMITTEE

16) COMMITTEE OF THE WHOLE - Meeting of February 17, 2021

Subject matter of an agreement with Hegira Health, Inc. to provide two (2) full-time Master Degree Level Professional Social Workers to be embedded with the Livonia Police Department to provide Law Enforcement/Mental Health Co-Response Services to the residents of the City of Livonia. (CR 21-21)

New Data Item 16 - Human Relations Commission Letter of Support

UNFINISHED BUSINESS

- 17) PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED: Department of Law, re: to amend the sewage disposal system ordinance Chapter 13.20, Section 050 (Connection rates for buildings-fee schedule) and Section 060 (Connection rates for buildings-Computation guidelines).

NEW BUSINESS

- 18) ACCEPTANCE OF GRANT OF EASEMENT: Department of Law, re: secured without monetary consideration from Schoolcraft College (Main Campus) for public utility easement in connection with the water main constructed at 18600 Haggerty Road in the Northwest 1/4 of Section 7. Parcel ID 46-027-99-0001-003.
- 19) ACCEPTANCE OF GRANT OF EASEMENT: Department of Law, re: secured without monetary consideration from Schoolcraft College (Health Sciences Property) for public utility easement in connection with the water main constructed at 18600 Haggerty Road in the Northwest 1/4 of Section 7. Parcel ID 46-027-99-0001-003.

AUDIENCE COMMUNICATION

SUSAN M. NASH, CITY CLERK

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

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 22, 2021**

Meeting was called to order via Zoom remote technology at 8:41 p.m. by President Kathleen McIntyre. Present: Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

1) REQUEST TO WAIVE THE SIDEWALK REQUIREMENT: Stephen and Catherine Simon, re: for the newly constructed home located at 18250 Laurel, in the N.W. 1/4 of Section 9.

Steve and Cathy Simon presented this request to Council. Steve Simon stated they are currently living in a new home at 18250 Laurel and there are no sidewalks on the whole street and they are requesting a sidewalk waiver.

Vice President Bahr congratulated the Simons on the purchase of their new home on one of the most beautiful lots in the City. He then offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Engineering
February 23, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Karen Worley, Secretary IV

AGENDA ITEM

REQUEST TO WAIVE THE SIDEWALK REQUIREMENT: Stephen and Catherine Simon, re: for the newly constructed home located at 18250 Laurel, in the N.W. 1/4 of Section 9.

BACKGROUND

In response to the sidewalk waiver request from Stephen and Catherine Simon, dated January 26, 2021; the Engineering Division has reviewed the surrounding neighborhood regarding the presence of sidewalks in the N.W. 1/4 of Section 9 (see attached aerial map).

RECOMMENDATION

Due to the absence of sidewalk in the area, we recommend waiving the sidewalk requirement at this time.

The City has no plans to construct sidewalks in this area in the near future.

FISCAL CONSIDERATION

ATTACHMENTS

1. Map of 18250 Laurel Dr.
2. Request for Sidewalk Waiver from Stephen & Catherine Simon for 18250 Laurel

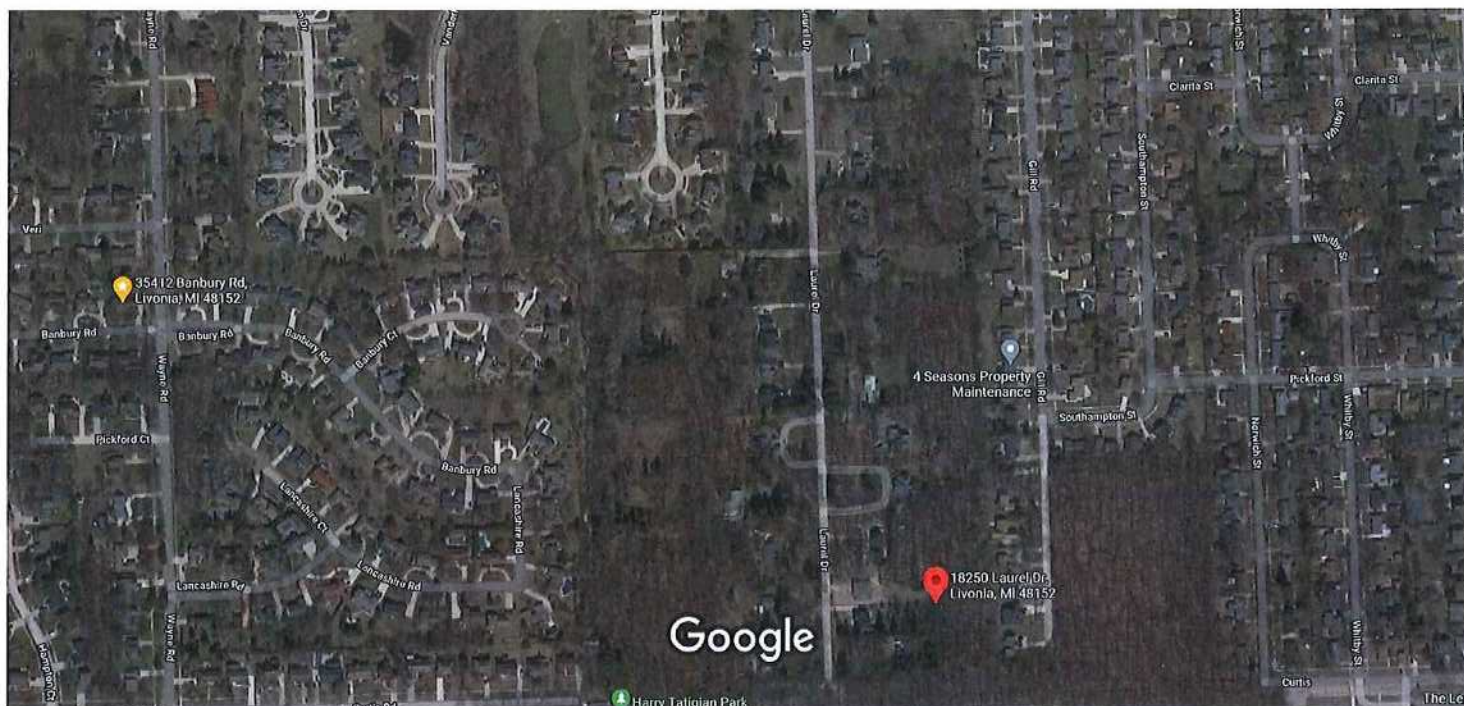
APPROVED BY

Todd Zilincik, P.E., City
Engineer

Date: February 10, 2021

Maureen Miller Brosnan, Mayor

Date: February 10, 2021



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 200 ft



18250 Laurel Dr

Livonia, MI 48152



Directions



Save



Nearby



Send to your
phone



Share

From: cathy s csimon222@gmail.com
Subject: Sidewalk
Date: Jan 26, 2021 at 1:53:35 PM
To: Steve ssimon17@gmail.com

January 26, 2021

To whom this concerns:

We are requesting a sidewalk waiver for the address of:

18250 Laurel
Livonia 48152

RECEIVED
OFFICE OF THE CITY CLERK
2021 JAN 29 PM 3:58

Our residence is currently under construction and among the last to be built. Currently there are no sidewalks either side of the street.

Sincerely
Stephen and Catherine Simon
734-216-2620

Current address
16215 Houghton Dr
Livonia 48154



CITY OF LIVONIA
OFFICE OF THE CITY CLERK

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

Received From: Steve & Cathie Simon
Address: 16215 Houghton
City: Livonia Zip: 48154 Date: 1/29/2021

CERTIFICATES

Dollar Amount

BIRTHS	☐ LF#	CC	PARCHMENT
DEATHS	☐ LF#	CC	PAID
			JAN 29 2021
			CITY OF LIVONIA

GENERAL

☐	Maps, Books	<u>STEWART</u>
☐	E.O.I.A. Copies	<u>WAIVER</u>
☐	Signs	<u>18250</u>
☐	Grading Bond	<u>Laurel</u>
☐	Petition, Waiver	<u>Laurel</u>
☐	Election Fees	<u>Laurel</u>
☐	Other	<u>Laurel</u>

CASH CHECK# 7797 Total Amt. > 250.00

BY: BIM / WL

No. 069490

CITIZEN'S COPY

Stephen J. Simon
Catherine Simon
16215 Houghton
Livonia, MI 48154

7797
9-7902/2720
000010

1/29/2021

Pay to the Order of CITY OF LIVONIA \$ 250.00
(TWO HUNDRED FIFTY)

Communitychoice
CREDIT UNION
Farmington Hills, MI 48334 • 877.243.2528

For STEWART WAIVER

272079021030000955050 7797

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 22, 2021**

Meeting was called to order via Zoom remote technology at 8:41 p.m. by President Kathleen McIntyre. Present: Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

2) REAPPOINTMENT OF JACOB GHANNAM TO THE LIVONIA BOARD OF ETHICS: Office of the Mayor, re: for a three year term which will expire on March 1, 2024.

Paul Bernier, City Attorney, presented this request to Council. He stated Mr. Ghannam is a principal attorney with the County of Wayne in the Tax Division for the last eighteen years and that is why he is recommending him, that he has worked with him on the Board of Ethics previously and he does a tremendous job for the City and he then asked Council to reappoint him to this position.

Councilmember Jolly offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Mayor's Office
February 23, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Janice Centers, Executive Assistant to the Mayor

AGENDA ITEM

REAPPOINTMENT OF JACOB GHANNAM TO THE LIVONIA BOARD OF ETHICS: Office of the Mayor, re: for a three year term which will expire on March 1, 2024.

BACKGROUND

RECOMMENDATION

To reappoint Jacob Ghannam, 35202 Curtis Livonia, Michigan, 48152, to the Livonia Board of Ethics for a three year term, to expire on March 1, 2024.

FISCAL CONSIDERATION

ATTACHMENTS

1. Council Ltr. Reappoint - Ghannam 2021 PDF

APPROVED BY

Maureen Miller Brosnan, Mayor

Date: February 11, 2021

OFFICE OF THE MAYOR

MAUREEN MILLER BROSNAN
MAYOR



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2201
FAX: (734) 421-4870

February 11, 2021

TO: Honorable Members of the City Council
FROM: Mayor Maureen Miller Brosnan
RE: Reappointment of Jacob Ghannam to the Livonia Board of Ethics

Dear Council Members:

I am herewith submitting to you, for your consideration and approval, the reappointment of Jacob Ghannam, 35202 Curtis, Livonia, Michigan 48152, as a member of the Livonia Board of Ethics for a three-year term, which will expire on March 1, 2024.

Your favorable consideration in this matter will be appreciated.

Sincerely,

Maureen Miller Brosnan
Mayor

MMB: jc

cc: City Clerk
City Attorney
Finance
Accounting
Civil Service
Board of Ethics
Jacob Ghannam

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Mayor's Office
February 23, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Janice Centers, Executive Assistant to the Mayor

AGENDA ITEM

REAPPOINTMENT OF SUZETTE SAMUELS TO THE LIVONIA BOARD OF ETHICS: Office of the Mayor, re: for a three year term which will expire on March 1, 2024.

BACKGROUND

RECOMMENDATION

To reappoint Suzette Samuels, 15780 Southampton Street, Livonia, Michigan 48154, to the Livonia Board of Ethics for a three year term, to expire on March 1, 2024.

FISCAL CONSIDERATION

ATTACHMENTS

1. Council Ltr. Reappoint - Samuels 2021 PDF

APPROVED BY

Maureen Miller Brosnan, Mayor

Date: February 11, 2021

OFFICE OF THE MAYOR

MAUREEN MILLER BROSNAN
MAYOR



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2201
FAX: (734) 421-4870

February 11, 2021

TO: Honorable Members of the City Council
FROM: Mayor Maureen Miller Brosnan
RE: Reappointment of Suzette Samuels to the Livonia Board of Ethics

Dear Council Members:

I am herewith submitting to you, for your consideration and approval, the reappointment of Suzette Samuels, 15780 Southampton Street, Livonia, Michigan 48154, as a member of the Livonia Board of Ethics for a three-year term, which will expire on March 1, 2024.

Your favorable consideration in this matter will be appreciated.

Sincerely,

Maureen Miller Brosnan
Mayor

MMB: jc

cc: City Clerk
City Attorney
Finance
Accounting
Civil Service
Board of Ethics
Suzette Samuels

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 22, 2021**

Meeting was called to order via Zoom remote technology at 8:41 p.m. by President Kathleen McIntyre. Present: Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

4) REAPPOINTMENT OF ANDREW LENDRUM TO THE LIVONIA BOARD OF REVIEW: Office of the Mayor, re: for a three year term which will expire on February 16, 2024.

Jacob Liberati, Assistant City Assessor, presented this request to Council. He stated they are asking that Andy be reappointed to the Livonia Board of Review. He was originally appointed in 2016 and he's been a long time resident of the community. He brings a wealth of knowledge and experience in the real estate market due to his career as a real estate agent and broker for over thirty years in the local area.

Councilmember Toy offered an approving resolution for the Consent Agenda.

Andrew Lendrum thanked Council and the Mayor for the opportunity to give back to the community and that he enjoys serving on this Board.

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Mayor's Office
February 23, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Janice Centers, Executive Assistant to the Mayor

AGENDA ITEM

REAPPOINTMENT OF ANDREW LENDRUM TO THE LIVONIA BOARD OF REVIEW: Office of the Mayor, re: for a three year term which will expire on February 16, 2024.

BACKGROUND

RECOMMENDATION

To reappoint Andrew Lendrum, 19706 Osmus Livonia, Michigan, 48152, to the Livonia Board of Review for a three year term, to expire on February 16, 2024.

FISCAL CONSIDERATION

ATTACHMENTS

1. Council Ltr - Lendrum Reappointment 2021 PDF

APPROVED BY

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

Maureen Miller Brosnan, Mayor

Date: February 11, 2021

OFFICE OF THE MAYOR

MAUREEN MILLER BROSNAN
MAYOR



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2201
mayor@ci.livonia.mi.us

February 11, 2021

Honorable Members of the City Council
City of Livonia

RE: Reappointment of Andrew Lendrum to the Board of Review

Dear Council Members:

I am herewith submitting to you, for your consideration and approval, the reappointment of Mr. Andrew Lendrum, 19706 Osmus, Livonia, Michigan 48152, as a member of the Board of Review for a term that will expire on February 16, 2024.

Your approval on this reappointment is respectfully requested.

Sincerely,

Maureen Miller Brosnan
Mayor

MMB:jc

cc: Assessor
Accounting
City Clerk
City Attorney
Civil Service
Finance
Board of Review
Andrew Lendrum

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 22, 2021**

Meeting was called to order via Zoom remote technology at 8:41 p.m. by President Kathleen McIntyre. Present: Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

5) REQUEST TO APPROVE AMENDMENT TO LEASE AGREEMENT WITH THE MICHIGAN WOLVES AND HAWKS SOCCER CLUB: Department of Parks and Recreation, re: to allow Michigan Hawks Soccer Club to assume the current lease for the continued use of Jaycee Park soccer fields.

Ted Davis, Superintendent of Parks and Recreation, presented this request to Council. He stated they are asking that there be a lease amendment to the current agreement that allows the current Michigan Hawks and Wolves Soccer Club to maintain and utilize Jaycee Parks. The current agreement is up, this would be good through April 30, 2025, with a five-year extension which would give them an option to have the park until April 30, 2030. The Michigan Hawks and the Michigan Wolves are both equal partners with us, this is a split of this organization, they're separating out into a boys and a girls group. So they are asking that this go to Michigan Hawks Soccer Club.

Councilmember Donovic said this is an awesome program and hats off to those that are making it possible and offered an approving resolution for the Consent Agenda.

Councilmember Jolly stated in reading the information provided by the attorneys, that they should think about submitting this as a Bar Exam question, a great way to test contract law here, especially with the fact scenario. He stated his children have utilized these youth programs before, good organizations, and glad to do business with them.

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Parks and Recreation
February 23, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Ann Cox, Program Supervisor

AGENDA ITEM

REQUEST TO APPROVE AMENDMENT TO LEASE AGREEMENT WITH THE MICHIGAN WOLVES AND HAWKS SOCCER CLUB: Department of Parks and Recreation, re: to allow Michigan Hawks Soccer Club to assume the current lease for the continued use of Jaycee Park soccer fields.

BACKGROUND

The Livonia Parks and Recreation Department respectfully requests an amendment to the current Jaycee Park lease agreement. The lease agreement was previously approved by City Council in resolution #107-10 and amended in resolution #192-11. The current lease and amendment allow the Michigan Wolves and Hawks Soccer Club to utilize Jaycee Park until April 30, 2025, and an additional five-year option until April 30, 2030, while providing maintenance to the park.

The requested amendment is the Michigan Wolves and Hawks are moving forward as two separate organizations. The request is for the Michigan Hawks to assume the lease.

We want to recognize the excellent cooperation that we have with Michigan Hawks and Michigan Wolves Soccer Club members and look forward to continuing this partnership.

RECOMMENDATION

Parks and Recreation recommend that City Council adopt a resolution approving the amendment with Michigan Hawks Soccer Club for the continued use of Jaycee Park.

FISCAL CONSIDERATION

The Hawks Soccer Club will maintain the area and program and schedule the soccer area per the agreements mentioned above. This agreement saves the City of Livonia approximately \$30,000/year in maintenance costs.

ATTACHMENTS

1. 2021 Hawks Livonia-Jaycees Assignment
2. S032910 Sublease Agreement with MI Wolves & Hawks Soccer Club & the City (CR 192-11)

APPROVED BY



Ted Davis, CPRP, Directory of Parks

Date: February 09, 2021



Michael Slater, Finance Director

Date: February 09, 2021



Paul Bernier, City Attorney

Date: February 09, 2021



Maureen Miller Brosnan, Mayor

Date: February 11, 2021

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

This Lease Assignment and Assumption Agreement (the “**Assignment**”) is made this 25th day of January, 2021, (“**Assignment Effective Date**”) by and between the City of Livonia whose address is 15100 Hubbard, Livonia, Michigan 48154 (“**Landlord**”), Michigan Wolves-Hawks Soccer Club, a Michigan nonprofit corporation, whose address is 18600 Haggerty Road, Livonia, Michigan 48152 (hereinafter “**Assignor**”), and Michigan Hawks Soccer Club, a Michigan nonprofit corporation, whose address is 1098 Ann Arbor Road W, Suite 251, Plymouth, MI 48170 (hereinafter “**Assignee**”)(Assignor and Assignee shall be collectively known as the “**Parties**” or individually, a “**Party**”).

RECITALS

This Assignment is made with reference to the following facts.

A. Landlord and Tenant entered into a Lease Agreement dated May 1, 2010 for certain areas comprising the Jaycee Park Soccer Fields and parking lot covering in Livonia Michigan, as depicted in red on Exhibit A of the Lease Agreement, collectively referred to as the “**Facilities.**” Thereafter, on July 19, 2011, Landlord and Tenant entered into an Amendment No. 1 to Lease Agreement Wolves & Hawks Soccer Club. Finally, on November 7, 2014, Landlord caused a letter to be sent to Tenant from Dave Varga, Interim Superintendent, Livonia Parks & Recreation that restricted certain activities at the Facilities. The Lease Agreement, Amendment No. 1 to Lease Agreement Wolves & Hawks Soccer Club, and November 7, 2014 Letter shall be collectively referred to as the “**Lease.**”

B. Prior to the events leading to this Assignment, Assignor operated youth travel soccer programs for boys using the team name Wolves (“**Boys Program**”), travel youth soccer programs for girls using the team name Hawks (“**Girls Program**”), and co-educational, recreational league soccer teams. The Wolves and Hawks are nationally known for their quality and success.

C. The decision was made to separate the operation of Boys Program and Girls Program, with Assignor continuing to operate the Boys Program using the team name “Wolves” and Assignee was created to operate the Girls Program using the team name “Hawks.”

D. Assignor and Assignee resolved certain disagreements through arbitration wherein Edward Pappas, Esq., from the law firm of Dickinson Wright (the “**Arbitrator**”) presided as the arbitrator. The Arbitrator reached a decision that includes issues addressed in this Assignment (“**Arbitrator’s Decision**”). This Assignment satisfies a portion of the Arbitrator’s Decision.

E. Assignor desires to assign the Lease to Assignee and Assignee desires to accept such assignment in accordance with the terms of this Assignment. Defined terms utilized in this Assignment shall, unless otherwise defined herein, have the same meaning attributed to them under the Lease.

NOW, THEREFORE, in consideration of the Recitals stated above which are contractual in nature and the promises set forth below, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows.

1. **Full Assignment and Assumption.** Assignor assigns Assignee all of Assignor’s right, title and interest in and to the Lease and Assignee accepts such assignment and agrees to assume all of Tenant’s obligations under the Lease. Landlord hereby consents to the foregoing assignment.

2. **Assignment Term.** The term of this Assignment is from July 1, 2020 to April 30, 2025, Landlord acknowledging that the first five-year extension option contained in the Lease having been

properly exercised. Assignee may exercise the second five-year extension option pursuant to the terms of the Lease.

3. **Arbitration.** Any controversy or claim arising out of or relating to this Assignment or the breach thereof between Assignor and Assignee shall be settled by arbitration in Wayne or Oakland County, Michigan. Judgment upon the award rendered may be entered in any court having jurisdiction thereof. The Arbitrator, if available, shall preside and if he is not available then the parties shall mutually select an alternative arbitrator.

4. **No Present Default.** Each of the Parties hereby also represent and warrant the following: (a) the Facilities required to be furnished according to the Lease are satisfactory in all respects and (b) the Landlord has fulfilled all of its duties of an inducement nature. Landlord represents that none of the Parties are in default in any manner in the performance of any of the terms, covenants or provisions of the Lease. Landlord and the Parties represent that the Lease has not been further modified, altered or amended except as provided by this Assignment and there are no known offsets or credits against the rent, nor has the rent been prepaid. Landlord represents that the Lease is valid, in good standing, and in full force and effect and that, to Landlord's knowledge, there is no condition or state of facts now in existence, which, if not corrected, would constitute a default by Assignor, as the Tenant, or the Landlord, as the Landlord, under the terms of the Lease.

5. **Notices.** Any notice, demand or request among the Parties which may be or is required to be given under the Lease or this Assignment shall be in writing and shall be deemed to be given (a) when hand delivered, or (b) one (1) business day after delivery to Fed Ex or similar overnight service for next business day delivery, or (c) three (3) business days after deposit in the U.S. mail, sent by United States certified mail, return receipt requested, postage prepaid, or (d) when sent by facsimile or telecopier transmission or in an Adobe .pdf or similar format by electronic mail, if such transmission is immediately followed by any of the other methods for giving notice

Landlord: City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

Tenant: Michigan Wolves Soccer Club
18600 Haggerty Road
Livonia, MI 48152

With Copy to:
Jeffrey Izzard
Seyburn Kahn, P.C.
2000 Town Center
Suite 1500
Southfield, MI 48075
Email: jeffizzard@seyburn.com

Assignee: Michigan Hawks Soccer Club
1098 Ann Arbor W, Suite 251
Plymouth, MI 48170

With Copy to:
Christopher Trebilcock
Clark Hill PLC

500 Woodward Ave, Suite 3500
Detroit, MI 48226
Email: ctrebilcock@clarkhill.com

6. **Merger.** This Assignment embodies the entire agreement and understanding between the Parties and Landlord concerning the subject matter hereof and replaces and supersedes any prior or contemporaneous negotiations or understandings. The Parties and Landlord acknowledge and agree that this Assignment and the agreement memorialized herein shall not be binding and/or effective until fully executed by Landlord, Assignor, and Assignee. Notwithstanding the foregoing, Assignor and Assignee acknowledge that this Assignment does not include all of the terms of the Arbitrator's Decision. As between Assignor and Assignee, in the event of a conflict between the terms of this Assignment and the terms of the Arbitrator's Decision, the terms of the Arbitrator's Decision shall control.

7. **Counterparts.** This Assignment may be signed in one or more counterparts which, when assembled together, shall constitute one agreement. By their execution of this Assignment, the Parties and Landlord stipulate and agree that signatures transmitted and received by facsimile or e-mail shall have full force and effect as if they were originals.

IN WITNESS WHEREOF, the undersigned have executed this Lease Assignment and Assumption Agreement as of the date set forth above.

CONSENT OF ASSIGNOR/TENANT:

Michigan Wolves-Hawks Soccer Club, a
Michigan nonprofit corporation

CONSENT OF ASSIGNEE:

Michigan Hawks Soccer Club, a Michigan
nonprofit corporation

By: _____
Print Name: _____
Its: _____

By: _____
Print Name: _____
Its: _____

CONSENT OF LANDLORD:

City of Livonia

By: _____
Print Name: _____
Its: _____

PARKS AND REC

Approval of Amendment No. 1 to the Lease Agreement between the City of Livonia and the Wolves and Hawks Soccer Club regarding Jaycee Park soccer fields giving them the option of extending the lease for two additional five (5) year terms conditioned upon the installation of an artificial turf field at Jaycee Park at the expense of the Michigan Wolves and Hawks Soccer Club.

#192-11 RESOLVED, that having considered a communication from the Superintendent of Parks and Recreation, dated June 10, 2011, which bears the signature of the Director of Finance and the Assistant City Attorney, is approved for submission by the DPW Director and the Mayor, and which sets forth Parks and Recreation Commission resolution 3223-11, the Council does hereby concur in the recommendation of the Parks and Recreation Commission and does hereby approve Amendment No. 1 to the Lease Agreement between the City of Livonia and the Wolves and Hawks Soccer Club regarding Jaycee Park soccer fields giving them the option of extending the lease for two additional five (5) year terms conditioned upon the installation of an artificial turf field at Jaycee Park at the expense of the Michigan Wolves and Hawks Soccer Club; and the Mayor and City Clerk are hereby authorized to execute said Amendment No. 1 to the Lease Agreement for and on behalf of the City of Livonia and to do all other things necessary or incidental to the full performance of this resolution.

JUN 20 2011

CONSENT AGENDA ITEMS (Regular Meeting of June 20, 2011)

Motion by: Pastor
Seconded by: Meakin

ROLL CALL:

Ayes: Pastor, Meakin, Laura, Brosnan, Schwartz, and McCann

Nays: None

Absent: Toy

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JUNE 13, 2011**

Meeting was called to order at 8:00 p.m. Present: John Pastor, Brian Meakin, Joe Laura, Laura Toy, Maureen Miller Brosnan, Conrad Schwartz, and James McCann. Absent: None.

Elected and appointed officials present: Todd Zilincik, City Engineer; Mark Taormina, Director of Planning and Economic Development; Cathryn White, Chief Assistant City Attorney; Karen Tesner, Assistant City Clerk; Dennis Wright, City Treasurer; and Jack E. Kirksey, Mayor.

9. REQUEST TO APPROVE AMENDMENT NO. 1 TO THE SUBLEASE AGREEMENT WITH THE MICHIGAN WOLVES AND HAWKS SOCCER CLUB FOR JAYCEE PARK SOCCER FIELDS: Department of Parks & Recreation, re: which would include the option of extending the current lease for two (2) additional five (5)-year terms. (CR 107-10)

Lyle Trudell, Interim Superintendent of Parks & Recreation, introduced Ed McCarthy, President of the Hawks Soccer Club, and indicated their organization would like to make a substantial financial investment and put in a turf soccer field at Jaycee Park, and that is why they have requested the option to extend the current lease for two (2) additional five (5) year terms.

Ed McCarthy, President of Hawks Soccer Club, 890 Wolverine Drive, Wolverine Lake, addressed Council to explain a turf field allows teams to play in all types of weather and can be used continuously. Mr. McCarthy explained on any given day there are approximately 150-200 youth soccer players on the field at Jaycee Park and with that many players the organization basically has the ability to wear out the grass and does not give way to a quality playing environment. Mr. McCarthy stated his organization has a high level of play and therefore requires a high level of fields to play on.

Laura offered the approving resolution for the Consent Agenda and thanked the soccer clubs for making a substantial financial investment into the City's parks.

Brosnan stated she wanted to take a closer look at the matter because this is a field within the City, within a City-owned park. Brosnan inquired if the organization was based out of Livonia and if Livonia residents would have access to the field. Mr. McCarthy explained they are a Livonia based Club whose home has been at Jaycee Park since 1974, but their teams are not limited to Livonia residents only. Further, he replied residents can rent or reserve the field during "prime" times and the field will be readily available to residents during all other times. Brosnan stated the meeting hosted by the Wolves took place the same night as the Town Hall meeting concerning flooded basements and she was not able to attend their meeting. She inquired what the overall feeling of residents who attended and what concerns, if any, were raised by residents. Mr. McCarthy stated most residents favored the organization's endeavor and there were no concerns raised by the residents who attended.

Mr. McCarthy explained the long term goal of the organization was to possibly install a comfort station with running water, bathrooms, and a concession stand at Jaycee Park, over the course of the next decade or so. Brosnan inquired if this would put Livonia in a position to host soccer tournaments, similar to those hosted in Canton, at some point in the future. Mr. McCarthy explained that one of the great strengths of their Club was they draw in teams from all over, even as far as 8-10 hours of travel away. However, their Club currently has to go to Wixom or other communities when hosting such teams as they require top-notch facilities for play and the current field at Jaycee Park does not yet offer that. Further, Mr. McCarthy explained it is difficult to host a tournament with only one field but perhaps down the road, given the Club's vision of Jaycee Park, it could possibly open the door to put in a second field which would be more conducive to hosting a tournament in Livonia.

Brosnan inquired if the silt fence on the site plan was permanent. Mr. Trudell explained the silt fence is only temporary until the vegetation sets in and then a four foot cyclone fence would go up on a permanent basis and surround the field.

Brosnan inquired where the Club stood on funding for the project. Mr. McCarthy explained they are 90% there and hope to be done funding the project within the next few months. Mr. McCarthy added their contractor, Field Turf, has allowed them to make payments up through December 31st.

Brosnan through the Chair to Cathryn White, Chief Assistant City Attorney, asked if the Law Department had an opportunity to review the contract and whether there are any issues with the two (2) five (5) year extensions. Cathryn White replied no and indicated they agree with the extension and indicated they are comfortable with the Lease Agreement.

President McCann inquired if it would impair their funding if the approving resolution for two (2) five (5) year extensions was conditioned on their successful ability to put the field in. President McCann explained the fields are going to be tied up for 15+ years with the current proposed extension and if this should change or not work out as expected, this would leave the City at a loss. Mr. McCarthy explained they need to get the funding completed in order to put in the field but had no issue with the resolution containing that condition.

Toy stated she appreciated the time and effort going into this project by the Hawks and inquired of Mr. McCarthy how many of their members were actual Livonia residents. Mr. McCarthy stated he believed nearly 75% of the younger players of the approximately 600 players in that age group (up through 12 years old), were Livonia residents and their members were obtained by try-outs and the player's ability to pay the required fees.

Laura offered the approving resolution on the Consent Agenda.

DIRECTION:

APPROVING

CONSENT

DEPARTMENT OF PARKS & RECREATION

PARKS AND RECREATION
COMMISSION

MARK JOHNSON
CHAIRPERSON

PAUL CONDON
CATHY KEVRA
KEVIN SUMMERS
ROGER WALKLIN

15100 HUBBARD
LIVONIA, MICHIGAN 48154-3586
(734) 466-2410 RECREATION DIVISION
FAX: (734) 466-2679

JACK E. KIRKSEY
MAYOR

LYLE TRUDELL
SUPERINTENDENT



June 10, 2011

Honorable City Council
City of Livonia

Re: Amendment No. 1 to Sublease Agreement with the Michigan Wolves and Hawks Soccer Club for Jaycee Park Soccer Fields

Honorable Members of Council:

The Parks and Recreation Department and Commission met with representatives of the Michigan Wolves and Hawks Soccer Club at its February 2, 2011 meeting to discuss the club's request to install a synthetic turf field at Jaycee Park upon being awarded a \$100,000.00 grant from US Soccer. After discussion with staff it was resolved that:

#3222-11 RESOLVED, that the Commission approve moving forward on the Michigan Wolves and Hawks request to install a turf field at Jaycee Park based on the Superintendent's approval of the site plan.

Upon approval to move forward by the Parks and Recreation Commission, the Michigan Wolves and Hawks secured the additional funding needed to complete the project. Due to the substantial investment the club will have in the park they have requested an amendment to their current lease which would allow two additional five year terms.

The Department of Parks and Recreation respectfully requests your concurrence in the proposed Amendment No. 1 to the Sublease Agreement with Michigan Wolves and Hawks Soccer Club as approved by the Livonia Parks & Recreation Commission.

#3223-11 RESOLVED, that the Commission recommend that the City Council authorize the Mayor and the City Clerk to execute Amendment No. 1 to the Lease Agreement with the Wolves & Hawks Soccer Club, regarding Jaycee Park Soccer Fields giving the option of extending the lease for two additional 5 year terms.

Honorable Members of Council

Page 2

Re: Amendment No. 1 to Sublease Agreement with the Michigan Wolves and Hawks Soccer Club for Jaycee Park Soccer Fields

June 10, 2011

Installation of a turf field would provide a number of benefits including a fuller use of the park as well as potentially extending the City's privatization of maintenance at little or no cost to the City for another ten years.

Your consideration of this request is greatly appreciated.

Respectfully submitted,

Lyle Trudell
Superintendent

REVIEWED:

APPROVED FOR SUBMISSION:

LAW DEPARTMENT

KEVIN MAILLARD
DPW DIRECTOR

MICHAEL T. SLATER
DIRECTOR OF FINANCE

JACK E. KIRKSEY
MAYOR

LT:amc

pc: City Clerk, Council , Council Sec., City Attorney, Mayor, Finance, DPS, Parks & Recreation Commission, File

**AMENDMENT NO. 1 TO LEASE AGREEMENT
WOLVES & HAWKS SOCCER CLUB**

IT IS MUTUALLY AGREED that the Lease Agreement, dated May 1, 2010, by and between the CITY OF LIVONIA, a Michigan municipal corporation, whose address is 33000 Civic Center Drive, Livonia, Michigan 48154, the Lessor, and WOLVES & HAWKS SOCCER CLUB, a non-profit corporation, 16735 Riverside Drive, Livonia Michigan 48154, the Lessee, be reaffirmed as written and amended so that paragraphs 4 and 6 of the Lease shall read as follows:

4. **REQUEST TO EXTEND OR RENEW LEASE.** If the Lessee is current in all its obligations to the Lessor and has otherwise performed as required hereunder, it may seek to extend or renew this Lease Agreement by sending written notice to Lessor no later than ninety (90) days in advance of the expiration of this Lease Agreement of its desire to extend, whereupon this Lease Agreement shall be extended or renewed for an additional five (5) year term which shall expire April 30, 2020 unless Lessor shall have sent written notice to Lessee no later than sixty (60) days in advance of the expiration of this Lease Agreement that this Lease Agreement shall not be extended or renewed. Thereafter, upon ninety (90) days written notice from Lessee to Lessor, this Lease Agreement may be extended for two additional five (5) year terms expiring on April 30, 2025 and April 30, 2030, respectively. Failure of Lessee to request an extension or renewal of this Lease Agreement in the manner and within the time specified shall preclude any automatic extension or renewal thereof. Any renewal or extension of this Agreement shall be subject to all the terms, conditions and obligations specified herein as well as any terms which may hereafter be specified as applicable to the extended or renewed term.

6. **RIGHT TO TERMINATE LEASE** At any time prior to the expiration of this Agreement or any extended or renewed term hereof, Lessee may terminate this Lease by giving Lessor (3) three months notice of termination and by completing any performances and obligations then due through to the actual date of termination or as may herein survive any termination hereof. In the event Lessor terminates this Lease prior to October 30, 2023, for any reason other than a violation hereof, recognizing the investment Lessee has made in a synthetic turf soccer field (the "Field") on the leased premises, Lessor agrees to give Lessee priority use of the Field at no charge (1) during the periods of April 15 through June 15 and September 1 through October 15, up to a maximum of 400 hours for both such periods combined, and (2) for up to 300 hours during the balance of each year. Lessee may select such priority use times at its discretion, but all such priority times shall end on or before October 30, 2023.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the _____ day of _____, 2011.

In the Presence of:

LANDLORD: CITY OF LIVONIA, a
Michigan Municipal Corporation

_____ by _____
Jack E. Kirksey, Mayor
_____ and _____
Terry Marecki, City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this ____ day of _____, 2011, before me, a Notary Public in and for said County, personally appeared Jack E. Kirksey and Terry Marecki, to me personally known, who being by me duly sworn did say that they are the Mayor and the City Clerk, respectively, of the City of Livonia, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed in behalf of

said municipal corporation by authority of a resolution of its City Council, and said officers acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public, Wayne County, Michigan
My Commission expires: _____

TENANT: WOLVES & HAWKS SOCCER CLUB, a non-profit corporation

by _____

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____ and _____; of WOLVES & HAWKS SOCCER CLUB, a non-profit corporation, on behalf of said corporation.

Notary Public, Wayne County, Michigan
My Commission expires: _____

Pursuant to Council Resolution _____ adopted by the Livonia City Council on _____

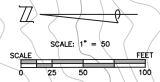
APPROVED AS TO FORM:

Donald L. Knapp, Jr., City Attorney

Instrument drafted by:

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

MEF:mv 5/19/11
p\agreements\wolves-hawks amend 1



1. NOTIFY MISS DGI FOR STAKING AND LOCATION OF EXISTING UTILITIES AT LEAST 72 HOURS PRIOR TO CONSTRUCTION.
2. PLACE TEMPORARY SOIL EROSION MEASURES AS SHOWN ON PLAN. THE SOIL EROSION CONTROLS WILL BE MAINTAINED WEEKLY AND AFTER EACH STORM EVENT BY THE CONTRACTOR.
3. COMPLETE EARTHWORK AND SYNTHETIC TURF IMPROVEMENTS.
4. COMPLETE FINISH GRADING AND RESTORATION. PLACE 3" OF TOPSOIL, SEED AND MULCH ON ALL DISTURBED AREAS.
5. REMOVE TEMPORARY EROSION AND SEDIMENTATION CONTROL ITEMS AFTER PERMANENT VEGETATION IS ESTABLISHED.
6. CONTRACTOR TO MAINTAIN AND REPAIR PERMANENT VEGETATION ITEMS UNTIL FULLY ESTABLISHED.

1. PROPOSED BERMS SHALL BE CONSTRUCTED FROM SUITABLE EXCAVATION SPOIL MATERIAL IN THE LOCATIONS SHOWN.
2. BERM SIDE SLOPES SHALL NOT EXCEED 5H:1V.
3. BERMS SHALL BE CONSTRUCTED TO ALLOW FOR CONTINUED FREE SURFACE DRAINAGE TO THE EXISTING DRAINAGE SWALES.
4. PLACE 3" OF TOPSOIL, SEED AND MULCH ON ALL DISTURBED AREAS.





© 2011 Google
Image © 2011 DigitalGlobe
Image NOAA

© 2010 Google

Imagery Date: 5/10/2010 1999

lat 42.430813° lon -83.369752° elev 681 ft

Eye alt 704 ft



N

© 2011 Google
Image USDA Farm Service Agency
Image © 2011 DigitalGlobe

© 2010 Google

Imagery Date: 5/10/2010 1999

lat 42.430974° lon -83.369151° elev 680 ft

Eye alt 833 ft



© 2011 Google
Image NOAA
© 2011 Cnes/Spot Image

© 2010 Google

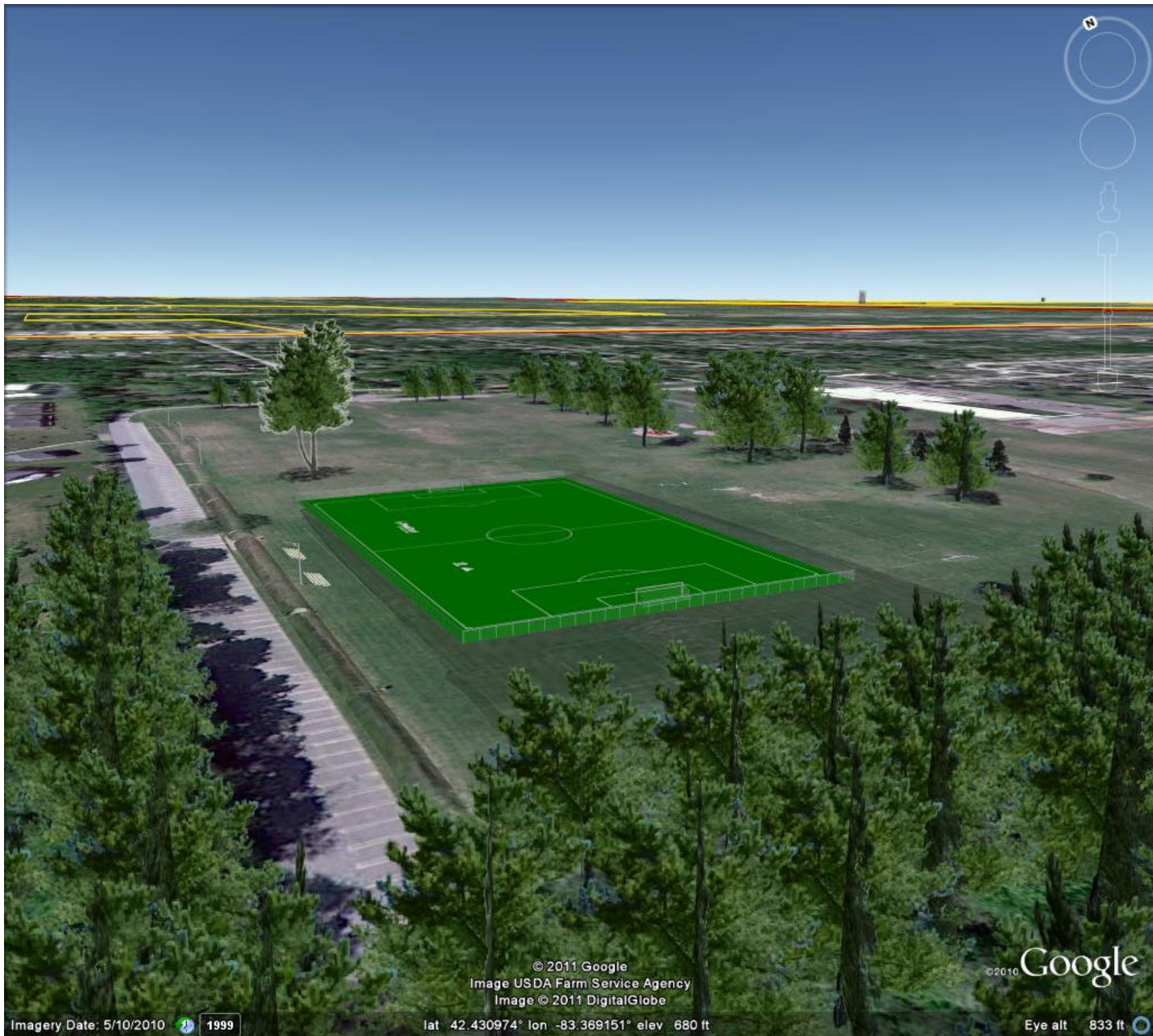
Imagery Date: 5/10/2010



1999

lat 42.430620° lon -83.368977° elev 679 ft

Eye alt 895 ft



© 2011 Google
Image USDA Farm Service Agency
Image © 2011 DigitalGlobe

© 2010 Google

Imagery Date: 5/10/2010 1999

lat 42.430974° lon -83.369151° elev 680 ft

Eye alt 833 ft



From The Desk Of...

JUDY PRIEBE

Council Office

REFERENCE MATERIAL



PARKS AND REC

Approval of Lease Agreement between the City of Livonia and the Wolves and Hawks Soccer Club for the Jaycee Park Soccer Fields for a period of five (5) years, commencing on May 1, 2010, and terminating on April 30, 2015.

#107-10 RESOLVED, that having considered a communication from the Superintendent of Parks and Recreation, dated March 11, 2010, which bears the signature of the Director of Finance and the City Attorney, and is approved for submission by the Director of Public Works and the Mayor, and which sets forth Parks and Recreation Commission resolution 3133-10, with respect to a proposed Lease Agreement between the City of Livonia and the Wolves and Hawks Soccer Club for the Jaycee Park Soccer Fields for a period of five (5) years, commencing on May 1, 2010, and terminating on April 30, 2015, the Council does hereby approve the aforesaid Lease Agreement and authorizes the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute the attached Lease Agreement, as well as to do all other things necessary or incidental to the full performance of this resolution.

APR 12 2010

CONSENT AGENDA ITEMS (Regular Meeting of April 12, 2010)

Motion by: Brosnan
Seconded by: Meakin

ROLL CALL:

Ayes: Toy, Brosnan, Pastor, Meakin, Laura, and McCann

Nays: None

Absent: Godfroid-Marecki

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 29, 2010**

Meeting was called to order at 8:00 p.m. Present: Laura Toy, Maureen Miller Brosnan, John Pastor, Brian Meakin, Terry Godfroid-Marecki and James McCann. Absent: Joe Laura.

Elected and appointed officials present: Mayor Jack Kirksey; Don Knapp, City Attorney; Todd Zilincik, City Engineer; and Mark Taormina, City Planner.

10. REQUEST TO APPROVE A LEASE AGREEMENT WITH THE MICHIGAN WOLVES AND HAWKS SOCCER CLUB: Department of Parks & Recreation, re: to lease Jaycee Park Soccer Fields for a period of five (5) years, commencing on May 1, 2010 through April 30, 2015.

Karen Kapchonick, Superintendent of Parks and Recreation said they are seeking Council approval on this lease agreement with the Michigan Wolves and Hawks Soccer Club that will be responsible for all maintenance, programming and scheduling of Jaycee Park Soccer Fields.

Toy offered the approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT

DEPARTMENT OF PARKS & RECREATION

PARKS AND RECREATION
COMMISSION

MARK JOHNSON
CHAIRPERSON

PAUL CONDON
CATHY KEVRA
KEVIN SUMMERS
ROGER WALKLIN

15100 HUBBARD
LIVONIA, MICHIGAN 48154-3586
(734) 466-2410 RECREATION DIVISION
FAX: (734) 466-2679

JACK E. KIRKSEY
MAYOR

KAREN M. KAPCHONICK
SUPERINTENDENT



March 11, 2010

Honorable City Council
City of Livonia

Re: Sublease Agreement with the Michigan Wolves and Hawks Soccer Club for Jaycee Park Soccer Fields

Honorable Members of Council:

The Department of Parks and Recreation with the assistance of the Law Department has been in negotiations with the Michigan Wolves and Hawks Soccer Club for the use of Jaycee Park Soccer Fields as defined in Exhibit A. We have a similar agreement with the Livonia Hockey Association for Eddie Edgar and Devon Aire Ice Arena.

As we are confronted by budget constraints that put limitations on our quality of service, maintenance and programs, we feel it is imperative to seek out opportunities to partner with organizations or businesses that can assist us in maintaining and enhancing our quality recreational programs and facilities. Attached for your review is a cost analysis.

Other contributing factors are the hiring freeze, limitations on capital improvements, reduced crews to maintain fields at the level they should be, pending retirements, overhead and material cost. Without the assistance from these groups we will experience longer time lapse between mowing, less dedicated time to grooming fields, increased equipment use that can't be replaced due to restricted capital improvement funding and safety issues at all parks created by less staffing.

The Department of Parks and Recreation respectfully requests your concurrence in the proposed Sublease Agreement with Michigan Wolves and Hawks Soccer Club as approved by the Livonia Parks & Recreation Commission.

#3133-10 **RESOLVED**, that the Commission recommends that the City Council authorize the Mayor and the City Clerk to execute a Lease Agreement with the Wolves & Hawks Soccer Club, to lease Jaycee Park Soccer Fields for a period of five (5) years, commencing on May 1, 2010, and terminating on April 30, 2015, unless otherwise terminated, extended or renewed. Furthermore, that an annual evaluation be performed and reported to the Commission at their December meeting.

Honorable Council

Page 2

Re: Sublease Agreement with the Michigan Wolves and Hawks Soccer Club for
Jaycee Park Soccer Fields
March 11, 2010

The Michigan Wolves and Hawks Soccer Club will maintain the area, as well as program and schedule the soccer fields per the terms of the contract that shall commence May 1, 2010 and end on April 30, 2015.

The Department of Parks & Recreation wants to recognize the excellent cooperation that we have with the members of the Michigan Wolves and Hawks Soccer Club and looks forward to this partnership.

Your consideration of this request is greatly appreciated.

Respectfully submitted,

Karen M. Kapchonick
Superintendent

REVIEWED:

APPROVED FOR SUBMISSION:

LAW DEPARTMENT

KEVIN MAILLARD
DPW DIRECTOR

MICHAEL T. SLATER
DIRECTOR OF FINANCE

JACK E. KIRKSEY
MAYOR

KMK:amc

pc: City Clerk, Council , Council Sec., City Attorney, Mayor, Finance, DPS, Parks & Recreation Commission, File

Proposed Athletic Facility Leases

Cost Analysis

Revenue

Facility	Potential # Hours		# of Hours	Total Revenue
	Per Field	# of Uses		
Rotary Park Ball Diamonds	608	318	896.25	\$4,986.50
Jaycee Park Soccer Fields	876	49	392	\$6,700.00
Greenmead Soccer Fields	876	201	730.5	\$3,295.00
Wilson Barn Soccer Field	876	3	27.5	\$22.50
Totals	3236	571	2046.25	\$15,004.00

Expenses

Facility	# of Fields	DPW Cost*	P& R Cost**	Total Expense
Rotary Park Ball Diamonds	4	\$13,527.92	\$1,555.14	\$15,083.06
Jaycee Park Soccer Fields	5	\$24,967.70	\$517.33	\$25,485.03
Greenmead Soccer Fields	2	\$7,059.00	\$2,749.48	\$9,808.48
Wilson Barn Soccer Field	1	\$1,823.63	\$68.41	\$1,892.04
Totals	11	\$47,378.25	\$4,890.36	\$52,268.61

*Includes Labor, Material, Equipment, Overhead

**Includes Full-time Staff (Greenmead also includes part-time staff)

Rates

Hourly:

Standard Field -- \$15.00/hour Resident; \$30.00/hour Non-Resident

Premium Field -- \$20.00/hour Resident; \$40.00/hour Non-Resident

Seasonal:

Standard Field -- \$275.00 Non-profit Livonia

Premium Field -- \$375.00 Non-profit Livonia

Aerial is current as of 2008

Jaycee Park Soccer Fields

EXHIBIT A 12/17/09

Area of Maintenance:

As depicted in the bound area encompassing the Jaycee Park soccer fields and parking lots.

LOCATION MAP

EIGHT MILE RD

FARMINGTON RD

MERRIMAN RD

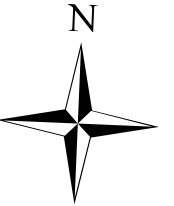


MAYFIELD

PEMBROKE

SECTION 03

SEVEN MILE RD



Livonia Jaycee Park: 32500 Pembroke

Legal Description:

Part of the SW 1/4 SEC 3 T1S R9E Described as beginning at a point N89DEG 38M 30S E 1323.75FT AND N0DEG 00M 58S E 885.44FT FROM SW 1/4 COR SEC 03, THENCE N 0DEG 00M 58S E 1746.31FT, Thence S89DEG 54M 22S E 821.14FT, Thence S0DEG 09M 13S E 1305.01FT, thence N89DEG 58M 10S E 164.78FT, thence S0DEG 09M 47S E 7.09FT, thence N89DEG 58M 10S E 335.92FT, thence S0DEG 06M 04S E 710.28FT, thence S89DEG 38M 30S W 335.15FT, thence N0DEG 09M 47S E 189.60FT, thence N23DEG 56M 25S W 98.61FT, thence N50DEG 19M 06S W 125.52FT, thence N74DEG 25M 21S W 56.49FT thence S65DEG 01M 39S W 177.43FT, thence N85DEG 59M 27S W 58.98FT, thence N73DEG 58M 47S W 146.55FT, thence S84DEG 57M 04S W 169.86FT, thence S75DEG 27M 07S W 159. 4FT, thence S80DEG 14M 34S W 60.56FT, thence S89DEG 47M 39S W 56.65FT, to the Point of Beginning, containing 33.78 Acres ****PARK SITE****

0 200 400 800 1,200 1,600 2,000 2,400 Feet

LEASE AGREEMENT

THIS LEASE, made this 1st day of May, 2010, by and between **CITY OF LIVONIA**, the Lessor (hereinafter referred to as "Lessor") and **WOLVES & HAWKS SOCCER CLUB**, the Lessee (hereinafter referred to as "Lessee").

WITNESSETH:

1. **LEASE**. The Lessor, in consideration of the covenants and agreements to be performed and the full, faithful and strict performance thereof, does hereby nonexclusively lease unto the Lessee the premises outlined in red on the attached Exhibit A situated in the City of Livonia, Wayne County, Michigan (hereinafter referred to as "Premises"), and a nonexclusive right to utilize, at Lessee's sole expense, any parking areas used in connection with the Premises, which comprise Jaycee Park Soccer Fields and parking lots.
2. **TERM**. The term of this Lease shall be for a period of five (5) years, commencing on May 1, 2010, and terminating on April 30, 2015, unless otherwise terminated, extended or renewed as hereinafter provided.
3. **CONSIDERATION**. The Lessee agrees that the consideration for this Lease is the full, faithful and strict performance of each and every one of the terms, conditions and obligations and payment of any payment obligations set forth herein by Lessee, in addition to Lessee's continued good will toward Lessor and cooperation with Lessor in matters involving Lessee and Lessor. The parties acknowledge that the City of Livonia is not affiliated with Wolves & Hawks Soccer Club nor does the City sponsor or control any Wolves & Hawks Soccer Club activities or programs.
4. **REQUEST TO EXTEND OR RENEW LEASE**. If the Lessee is current in all its obligations to the Lessor and has otherwise performed as required hereunder, it may seek to extend or renew this Lease Agreement by sending written notice to Lessor no later than ninety (90) days in advance of the expiration of this Lease Agreement of its desire to extend, whereupon this Lease Agreement shall be extended or renewed for an additional five (5) year term which shall expire April 30, 2020 unless Lessor shall have sent written notice to Lessee no later than sixty (60) days in advance of the expiration of this Lease Agreement that this Lease Agreement shall not be extended or renewed. Failure of Lessee to request an extension or renewal of this Lease Agreement in the manner and within the time specified shall preclude any automatic extension or renewal thereof. Any renewal or extension of this Agreement shall be subject to all the terms, conditions and obligations specified herein as well as any terms which may hereafter be specified as applicable to the extended or renewed term.
5. **OCCUPANCY**. (a) Lessee acknowledges and agrees that while this Lease grants to it the right to use and occupy the Premises subject to the terms and conditions hereof and for the purpose or use specified herein, it shall at all times permit Lessor and its employees, elected officials, agents, electors and volunteers to use the adjacent property and any overlapping property without restriction or obstruction including in the manner which heretofore they have used them of which use, including

its nature and extent, Lessee hereby acknowledges and agrees it is aware and on notice and it shall, subject to reasonable terms and conditions, consent to or permit the use of the Premises by the public, which consent or permission it shall not unreasonably withhold. To the extent any planned use of the Premises approved by Lessor in accordance herewith creates a desire on the part of Lessee to create reservable areas within property areas to be used in connection with the use of the Premises such as for parking or seating, Lessor agrees to use reasonable efforts to coordinate its use of such areas in accordance with any such desire.

(b) Lessee and Lessor shall annually establish coordinated schedules setting forth the dates when Lessor or Lessee may use and occupy the Premises and/or property overlapping or used in connection therewith. In this regard, Lessee shall establish said schedules with Lessor's Superintendent of Parks and Recreation or such superintendent's designee. Lessee shall have sole responsibility for any rentals of the Premises to third parties, and shall offer such rentals at the same price, and upon the same terms, as Lessor uses in comparable circumstances.

(c) Lessee shall have sole responsibility for any rentals of the Premises to third parties, and shall offer such rentals at the same price, and upon the same terms, as Lessor uses in comparable circumstances. In this regard, Lessee shall establish said fees with Lessor's Superintendent of Parks and Recreation or such superintendent's designee.

(d) As a condition of its continued occupancy of the Premises, Lessee shall annually provide Lessor with (1) an updated officer contact list, and (2) a copy of the most recent Annual Report filed by Lessee with the State of Michigan.

6. **RIGHT TO TERMINATE LEASE.** At any time prior to the expiration of this Agreement or any extended or renewed term hereof, Lessee may terminate this Lease by giving Lessor (3) three month's notice of termination and by completing any performances and obligations then due through to the actual date of termination or as may herein survive any termination hereof. Lessor may also terminate this Lease in advance of its expiration upon the same notice.
7. **TAXES AND ASSESSMENTS.** Lessor shall use its best efforts to maintain the current tax exempt status for the Premises. However, should a possessory interest tax or any other personal property or real property tax or assessment of whatever kind be assessed against the Lessor or the Premises as a result of this lease of the Premises or hereafter during the lease term, the Lessee agrees to and shall pay all such taxes and assessments and charges prior to the date of delinquency thereof and give written notice of each such payment to the Lessor within five (5) days after such payment is made. Lessee may contest the validity or amount of such taxes or assessments, but shall hold Lessor harmless with respect to any such contest.
8. **UTILITIES.** Lessor shall provide no utilities for the Premises and any utilities, whether existing or hereafter installed, shall be Lessee's sole responsibility and shall be provided at Lessee's sole cost and expense as of the date hereof. In the event utilities or a utility servicing the Premises are or is a part of utilities or a utility servicing other adjacencies to the Premises, then Lessor may apportion those attributable to the Premises and bill Lessee therefor which bill Lessee shall pay within thirty (30) days of its issuance.

9. **CUSTODIAL SERVICE.** Lessee agrees to continue whatever routine maintenance Lessor currently provides to the Premises, at no cost to Lessor, upon Lessee's occupancy of the Premises. Thereafter Lessee shall be solely responsible for maintaining the Premises in conformity with the law, any purpose stated herein and in conformity with any and all terms and conditions herein and shall, upon the termination hereof, return the Premises to Lessor in at least the same condition as it existed at the commencement of this Lease, normal wear and tear and improvements, if in accordance with the terms hereof, excepted. In addition, Lessee shall regularly and as needed, de-litter, chalk, mow and seed or re-turf the Premises and repair as necessary all benches and nets; and maintain the Premises in a safe and kept condition. Lessor will provide porta-john, trash barrels, and trash pick-up, and will inspect and make repairs to play structure. If Lessee conducts a tournament on the Premises, Lessee shall provide a dumpster on site, in compliance with all applicable regulations, and shall assure the removal of said dumpster within 24 hours of the end of such tournament.
10. **NONEXCLUSIVE USE PURPOSE.** The Premises described herein shall be nonexclusively used by Lessee as provided herein only for the following purpose and for no other purpose without the prior written consent of Lessor: The purpose for which this Lease was granted and is intended is use of the Premises by Lessee as a soccer field for games, practices and related events.
11. **COMPLIANCE WITH THE LAW.** As used herein, the Law means each and every Federal, State, and local law, statute, act, rule, regulation, or ordinance and all Lessor and/or Lessor policies, practices and procedures, past, present and future. Lessee shall comply and conform to the Law throughout the entire term of this Lease and any extensions or renewals thereof, provided, however, that Lessee shall not be required to make any structural changes to the Premises or any modification or addition to any utility systems, unless such required changes are occasioned by or on account of the specific use specified herein, in which case Lessee shall bear the cost of any such changes.
12. **WASTE.** Lessee agrees that in using the leased Premises, Lessee will not commit any waste or suffer any waste to be committed upon the leased Premises or any property of Lessor used in connection herewith. Additionally, Lessee shall agree to work in conjunction with and accept any waste management/recycling policy imposed upon the Premises by any applicable authority. Lessee shall be responsible for obtaining necessary and appropriate waste receptacles and services to handle waste generated by Lessee or its use and occupancy of the Premises or any other property of Lessor and Lessee shall be responsible for all costs and related services for same.
13. **NUISANCE.** Lessee agrees that in using the leased Premises Lessee shall not commit or suffer the commitment or existence of any nuisance as defined by the Law, or any other act or thing which might or would reasonably be construed to disturb the quiet enjoyment of any occupant of adjacent and/or nearby property or commit or suffer the commitment of such uses of the Premises and those properties that may be used in connection therewith, if any.

14. **FIXTURES.** Lessee may only install in or on the Premises such fixtures as Lessor has approved, in advance and in writing, and which are otherwise consistent with the use specified and permitted herein. Upon the termination of this Lease, Lessee shall remove all said fixtures installed in or about the Premises if required to do so by Lessor and at no cost to Lessor and immediately upon demand or, at the option of Lessor, same may become and remain the property of Lessor at no cost to Lessor. Any removal of such fixtures, whether by Lessor or Lessee, shall be effectuated solely at the expense of Lessee and in a manner satisfactory to Lessor and without injury or damage to the Premises, and Lessee covenants to repair immediately, at Lessee's expense, any injury or damage caused by such removal. In no event shall Lessee be permitted to install flood lighting on the Premises, any provision herein stating or implying the contrary, notwithstanding.
15. **ALTERATIONS.** Lessee agrees that it will not make or cause to be made, any alterations, additions or improvements upon said Premises without the written consent of Lessor first had and as a condition to said consent, Lessee shall show and present to the Lessor plans and specifications of said purposed alterations, additions or improvements. Lessor may, as a condition to giving consent thereto, require Lessee to post bond with Lessor in a sum equal to the estimated cost of said alterations, additions, or improvements securing the Lessor against loss, claims or liens by reason of the installation thereof. All alterations, additions, or improvements to said Premises shall be done in a workmanlike manner and shall remain for the benefit of the Lessor and shall not be removed unless otherwise provided herein or expressly agreed in writing by Lessor and same shall be presumed to become an integral part of said Premises. Upon any termination of this Lease, any alterations, additions, or improvements theretofore made by Lessee with or without the consent of Lessor, which in the sole opinion of the Lessor, tend to detract from the usability of said Premises, shall, upon written notice by Lessor, be removed by Lessee and said Premises shall be restored at the expense of Lessee to the condition it was, prior to said alterations, additions, or improvements, reasonable wear and tear excepted. Lessee shall obtain all governmental permits or approvals necessary and required by the Law for any such alterations, additions, or improvements.
16. **REPAIRS.** Lessee agrees, at the expense of Lessee, to maintain the Premises in good condition and repair throughout the term of this Lease and any extension or renewal period. Lessee also agrees to maintain and keep in good order, condition and repair, the Premises' landscaping. In addition, Lessee agrees to maintain and keep accessible, at a minimum, any existing walkway or walkways, in their present condition, location and for their present purpose, which have been and/or used by individuals coming to or from Lessor's property. Finally, Lessee agrees, at its sole cost, to regularly and as needed, maintain and repair the existing signage for the Premises and Lessee may not, under any circumstances, change the name of the Premises or the property of which the Premises is a part as designated on said signage. Lessor agrees to handle repairs to the play structure and park asphalt surfaces.
17. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign this Lease nor transfer, mortgage, pledge, hypothecate or encumber this Lease nor sublet the leased premises or any interest therein without the prior written consent of Lessor first had and obtained. A consent by Lessor to one

assignment or subletting shall not be deemed to be consent to any subsequent assignment or subletting. An assignment or subletting without the prior written consent of the Lessor or an assignment or subletting by operation of law shall be void and shall, at the option of Lessor, terminate this Lease without notice to or further recourse by Lessee.

18. **BANKRUPTCY OF LESSEE.** Should Lessee make an assignment for the benefit of creditors or be adjudged by a court or tribunal of competent jurisdiction as bankrupt under the Law including the Bankruptcy Act of the United States as it now exists or may hereafter be amended, this Lease and all rights, privileges and benefits of the Lessee under this Lease shall, at Lessor's option, terminate and not become part of the estate subject to such assignment or administration in bankruptcy.
19. **LIENS.** Lessee agrees to pay promptly, and to hold harmless and indemnify the Lessor, for all labor done or materials furnished to, work or repairs, maintenance, improvements, alterations, or additions done for or by Lessee in connection with the Premises, including any costs or actual attorney fees incurred by Lessor as a result thereof, and to keep and hold the Premises free, clear and harmless of and from any and all liens that could arise by reason of any such things.
20. **EXEMPTION OF LESSOR FROM LIABILITY.** Lessor shall not be liable for any injury to Lessee, its employees, invitees, volunteers, agents or contractors or any other person in or about the Premises caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the property of which the Premises are a part, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing same is inaccessible to Lessee.
21. **LIABILITY INSURANCE.** Lessee shall purchase from and maintain at all times hereunder and for the duration hereof, in a company or companies licensed to sell insurance in Michigan with an A+A.M. Best rating, or equivalent, of the types and in the amounts indicated below:

Commercial General and Umbrella Liability Insurance. Lessee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall be equal to at least twice the each occurrence limit. CGL insurance shall be written on an occurrence form and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The "City of Livonia, its elected and appointed officials, employees, agents and volunteers" shall be included as an insured under the CGL and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Lessee. There shall be no endorsement or modification of the CGL to make it excess over other

available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

Automobile and Umbrella Liability Insurance. Lessee shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and nonowned autos).

Workers Compensation Insurance. Lessee shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Evidence of Insurance. Prior to taking occupancy, Lessee shall furnish Lessor with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to Lessor prior to the cancellation of any insurance referred to therein. Failure of Lessor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Lessor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Lessee's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Lease at Lessor's option.

No Representation of Coverage Adequacy. By requiring insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on Lessee's liability under the indemnities granted to Lessor in this contract.

If Lessee is insured differently than as specified herein and Lessor chooses to waive the minimum coverages and/or kind of coverages required hereunder, Lessor must do so in a writing to Lessee. The duration of coverage must, however, be throughout the term of this lease, at a minimum.

22. **INDEMNIFICATION AND HOLD HARMLESS.** Subject to the availability of any proceeds from any available Lessor insurance and the subrogation provisions, if any, herein provided, Lessee agrees to indemnify, hold harmless and defend the Lessor, its elected and appointed officials, officers, employees, volunteers and agents against all suits, actions, legal proceedings, claims (of any nature and kind including, but not limited to, those kinds listed in the insurance provisions hereof, whether or not waived), demands, and all damages, loss, costs, expense, taxes, penalties, fines, liens and actual attorney's fees incurred, caused by arising from or attributable, whether in whole or in part, directly or indirectly, to:
- a) Any negligent or willful or intentional or criminal acts or omissions of or a breach of contract or this Lease by Lessee or its officials, commissioners, board members, employees, agents, attorneys, invitees, accountants or contractors and subcontractors;

- b) Any claims by any employees or former employees of Lessee or its agents or contractors or subcontractors, regarding any matter relating to their employment or relationship with Lessee;
- c) Any matter for which Lessor may be held strictly liable, but which is the result of, in whole or in part, the negligent or willful or sole acts or omissions of Lessee or its officials, commissioners, board members, employees, agents, attorneys, accountants and/or contractors and subcontractors; and
- d) Any tax or levy imposed upon or charged to Lessor as a result of or pursuant to or on account of this Agreement; but
- e) Excluding claims for which Lessor, in a capacity other than as Lessee's invitee or an invitee with respect to the Premises, is the sole cause.

Lessor shall give Lessee written notice of any claim or event known to it for or from which it believes it is entitled to be held harmless and/or indemnified and/or defended pursuant to this paragraph, stating the nature and basis of said claims or events and the amounts thereof, to the extent known and possible, and in the case of any claim, action or proceeding brought by a third party, a copy of any claim, process or legal pleadings with respect thereto, after any such documents are received by Lessor. Lessee shall, at its own and sole expense and in addition to its indemnification obligations and to the extent permitted by the law, be entitled to participate in and, to the extent that it shall wish or be obligated, assume the defense of any such claim or proceeding. If Lessee elects to assume control of such defense or settlement, it shall conduct such defense or settlement in a manner reasonably satisfactory and effective to protect Lessor. No compromise or settlement shall be agreed to or made without Lessor's written consent, which shall not be unreasonably denied. In the event no admission of Lessor culpability or wrongdoing is made as a part of a compromise or settlement proposed under or in connection with this part of this paragraph, there are no pending claims by a third party involved which remain or could be brought against Lessor after culmination of the compromise or settlement, and there is no contribution required of Lessor in said compromise or settlement, then Lessor will not withhold its consent.

- a) In any case, Lessor shall have the right to employ its own counsel for the purposes and enforcement of this paragraph and any related provisions and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of Lessor, unless same are a subject of another provision herein or a required part of Lessee's duty to indemnify, defend and hold Lessor harmless or Lessor shall have reasonably concluded that there may be a conflict of interest between Lessee and Lessor in the conduct of any such defense or settlement.
- b) If Lessee does not elect or refuses despite being obligated to assume the defense or settlement in a manner reasonably satisfactory to protect Lessor, Lessor may engage independent counsel to protect Lessor, to assume its or any needed defense and/or to contest, pay, settle or compromise any such claims on such terms and conditions as Lessor and its counsel may then determine, subject still to all obligations hereunder. The actual fees and disbursements of such counsel shall constitute amounts for which indemnification shall be made hereunder irrespective of any negligence or other cause.

This Section shall survive any termination hereof or end hereto.

23. **NOTICE.** Any reference to notice hereunder means written notice and same shall be effectuated by sending same via Certified, U.S. Mail, Return receipt Requested, and receipt of same shall be the date the mailing is received and/or accepted or first refused if finally refused. Notice to Lessor shall be to, unless notified by it of any new address:

Superintendent of Parks and Recreation
City of Livonia
15100 Hubbard
Livonia, MI 48154

Notice to Lessee shall be to, unless notified by it of any new address:

Michigan Wolves-Hawks Soccer Club
16735 Riverside Drive
Livonia, MI 48154

24. **DEFAULT.** The word "default" as used herein shall include, but not be limited to, the breach of any clause, term, agreement, covenant or condition, contained in this Lease Agreement. Default shall also mean the pre-term vacating of the Premises by Lessee in violation of paragraph 6 hereof. If Lessee should become in default under the Lease, Lessor, at its option and upon three (3) days written notice:

- a) May terminate this Lease and take possession of the Premises and recover from Lessee, in successive actions or a single action, all expenses and damages, including actual attorney fees incurred in the terminating and/or retaking of possession of the Premises and/or caused by the default; or
- b) Without terminating this lease, may:
 - (i) Sue at regular or irregular intervals and in successive suits, to recover for all damages and actual costs and attorney fees incurred by or as a result of the default or defaults and/or action taken to stop same or keep same from occurring or continuing;
 - (ii) Bring a single action to recover for same; and/or
 - (iii) Sue for general and special damages.

If Lessor should take possession of the Premises under the provisions of this paragraph or at the end of the term, Lessor may remove to any place of storage or any dumping ground, at Lessee's risk and expense and without incurring any responsibility to Lessee for loss, damage or theft, all property in or about the Premises belonging to or in the custody of Lessee. These remedies provided in this paragraph are cumulative and may be exercised simultaneously with, in addition to, or independently of, any other remedies provided to Lessor by the law including the laws of the State of Michigan.

25. **DAMAGE OR DESTRUCTION.**

- a) **Partial Damage - Insured.** In the event improvements on the Premises are damaged by a casualty which is covered under an insurance policy required to be maintained pursuant to this Lease, then Lessee shall repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect.

- b) Partial Damage - Uninsured. In the event the improvements on the Premises are damaged, except by a negligent or willful act or omission of Lessee, by any casualty not covered under an insurance policy required to be maintained pursuant to this Lease, then Lessor may, at Lessor's option, either (1) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, unless terminable for some other reason; or (2) give written notice to Lessee within thirty (30) days after the date of occurrence of such damage of Lessor's intention to cancel and terminate this Lease as of the date of the occurrence of the damage. In the event Lessor elects to terminate this Lease pursuant to this paragraph, Lessee shall have the right within ten (10) days after receipt of the required notice to notify Lessor in writing of Lessee's intention to repair such damage at Lessee's expense, without reimbursement from Lessor, in which event this Lease shall continue in full force and effect, and Lessee shall proceed to make such repairs as soon as reasonably possible. If Lessee does not give such notice within the ten (10) day period, this Lease shall be cancelled and terminated as of the date of the occurrence of such damage with no further obligations on Lessee's part pursuant to this paragraph.
- c. Total Destruction. If the Premises are totally destroyed during the term of this Lease from any cause except by a negligent or willful act or omission of Lessee, whether or not covered by the insurance required under this Lease (including any destruction required by any authorized public authority), this Lease shall automatically terminate as of the date of such total destruction as in b above. If such total destruction is by a negligent or willful act or omission of Lessee, Lessor shall have all rights and remedies specified herein and otherwise legally available, b above or anything herein to the contrary notwithstanding.
- d. Damage Near End of the Term. If the Premises are partially destroyed or damaged during the last four (4) months of the term of this Lease, Lessor may at Lessor's option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Lessee of Lessor's election to do so within ten (10) days after the date of occurrence of such damage.
26. **RIGHT TO INSPECT AND POST NOTICES**. The Lessor or the Lessor's representatives or agents shall have the right to enter the leased Premises at all reasonable times during the term of this Lease to inspect the same, or to post notices of non-responsibility for any work done or to be done therein or for any other lawful purpose
27. **SURRENDER**. Lessee shall peacefully give up and surrender to Lessor the Premises and every part thereof upon the termination or upon the expiration of the term of this Lease in as good a condition and repair as reasonable use and wear thereof will permit and damage by force majeure excepted as provided in paragraph 25 hereof.

The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all subleases or subtenancies.

28. **HOLDING OVER.** If Lessee does not vacate and surrender the Premises at the termination or on the expiration of the term of this Lease, the Lessee agrees to and shall pay to Lessor in monthly installments in advance the sum of One Thousand (\$1,000) Dollars per week for any week or part thereof in which Lessee holds over beyond termination hereof. If the Lessee has not vacated and surrendered the Premises by the Sunday end of any week during the hold over, the Lessee agrees to and shall pay to Lessor said sum for the entire week following regardless of the length of hold over during that week. Lessee further agrees that any hold over is without Lessor's permission and that the acceptance of any sum or further consideration or benefit thereafter received by Lessor hereunder does not constitute a waiver of any of Lessor's rights under this agreement or right to pursue any and all remedies otherwise legally available and said sum or sums shall not be considered and Lessee hereby agrees that same are not liquidated damages in lieu thereof but, rather, as in addition thereto.
29. **SURVIVAL CLAUSE** All clauses, terms, covenants and conditions contained in this Agreement and running to the benefit of the Lessor survive any default, hold over or termination of this Agreement and in no way effect Lessor's rights under this Agreement, unless otherwise specifically stated. That some provisions herein contain specific survival language shall not be construed to mean that other provisions with no such language do not survive.
30. **PARKING.** No additional parking is provided as part of this Lease and any desired parking on Lessor's property or the Premises in connection with this Lease or the use contemplated hereunder, if not otherwise covered herein, must be the subject of a separate, written agreement or letter of understanding between, agreed to and signed by Lessee and Lessor which specifically details all aspects of planned and/or installed parking areas or facilities.
31. **SIGNAGE** See paragraph 16 above.
32. **ADVERTISING.** No advertising may be displayed or communicated or conducted on the Premises without the prior, written consent of Lessor and in no event shall said consent be given for the purpose of advertising or promoting, directly or indirectly, alcohol, tobacco, firearms, drugs, religion or political candidates, causes or parties.
33. **NON-DISCRIMINATION.** Lessee shall not discriminate, directly or indirectly, against anyone on account of any reason or attribute prohibited by the United States or Michigan Constitution, the Law, or any promulgated Lessor policy.
34. **PROHIBITED CONDUCT.** Any provision to the contrary herein notwithstanding, there shall be no smoking, use of tobacco products or possession or use of alcohol products permitted on the Premises or any property used in connection therewith, at any time.
35. **ENTIRE AGREEMENT.** This instrument constitutes the entire agreement between the Lessor and Lessee relative to the Premises, and this Agreement may be altered, amended, or revoked only by an instrument in writing signed by both Lessor and Lessee, unless otherwise indicated herein. Lessor and Lessee hereby agree that all prior contemporaneous oral agreements between and

among themselves and their agents or representatives relative to the leasing of the Premises are merged in or revoked by this Agreement.

36. **SEVERABILITY**. If any term or provision of this Lease shall, to any extent, be determined by any court or tribunal or quasi judicial or administrative body of competent jurisdiction to be invalid or unenforceable, then, at Lessor's sole option, with notice of the exercise thereof to Lessee, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law or this Agreement shall be terminated.
37. **TIME-JOINT AND SEVERAL LIABILITY**. Time is of the essence with respect to this Lease and each and every provision hereof, except as to the condition relating to the delivery of possession of the Premises to Lessee. All the terms, covenants and conditions contained in this Lease to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and non-exclusive of any other right and remedy at law or in equity.
38. **BINDING EFFECT - CHOICE OF LAW**. The parties hereto agree that all provisions hereof are to be construed as both covenants and conditions as though the words imparting such covenants and conditions were used in each separate paragraph hereof; subject to any provisions hereof restricting assignment or subletting by Lessee all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Michigan.
39. **SIGN**. Upon occupancy of the Premises, Lessee shall, but only if requested by Lessor and not otherwise, erect signs acceptable to Lessor but at Lessee's sole expense, sufficient to identify Lessee's use and occupancy of the Premises.
40. **AUTHORITY**. Each individual executing this Lease on behalf of Lessee or Lessor represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said Lessee or Lessor in accordance with a duly adopted resolution of Lessor's or Lessee's Board of Directors, Council, or equivalent or in accordance with applicable By-Laws, Charter provisions or the law governing the execution of documents by Lessee or Lessor, as the case may be. Each such party represents that this Lease is binding upon Lessee or Lessor in accordance with its terms. Lessee shall, within thirty (30) days after execution of this Lease, deliver to Lessor a certified copy of the resolution of Lessee's Board or equivalent authorizing or ratifying the execution of this Lease.

MISCELLANEOUS PROVISIONS

41. Lessee agrees to accept at and hereby designates for acceptance of any service of process initiated by Lessor the address designated in the notice provision hereunder.
42. Lessee shall not record this Lease nor any notice thereof in any place where same may be recorded, the law to the contrary notwithstanding, and any such recordation or attempted recordation by Lessee or anyone on its behalf shall cause the immediate and irrevocable termination of this Lease without notice to or recourse by Lessee.

43. Lessee may not block, in any way, access to any other property, which is currently gained through or by traversing the Premises without the prior, written consent of Lessor.
44. The order of the provisions herein has no independent significance nor any relation to the importance of any provision in and of itself or in relation to any other provision.
45. Lessor makes no warranties or representations, express or implied, of any nature or kind including that the Premises is fit, safe or usable for the purpose and/or use intended and/or identified herein and Lessee's sole and exclusive remedy for any inability to use the property as intended and/or identified herein shall be to terminate this Agreement as provided herein without any further recourse.

IN THE PRESENCE OF:

CITY OF LIVONIA

By:_____

Jack E. Kirksey, Mayor

By:_____

Linda Grimsby, City Clerk

IN THE PRESENCE OF:

WOLVES & HAWKS SOCCER CLUB

By:_____

By:_____

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 22, 2021**

Meeting was called to order via Zoom remote technology at 8:41 p.m. by President Kathleen McIntyre. Present: Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

6) REQUEST PERMISSION FROM WAYNE COUNTY TO CLOSE A PORTION OF FARMINGTON ROAD TO HOST LIVONIA’S ANNUAL MEMORIAL DAY CEREMONY: Department of Parks & Recreation, re: to close Farmington Road north and southbound from Five Mile Road to Roycroft, on Saturday, May 29, 2021, from 8:30 a.m. to 10:00 a.m.

Ted Davis, Superintendent of Parks and Recreation, presented this request to Council. He stated they are being optimistic here hoping that we will have a Memorial Day Ceremony on May 29th. This request would go into Wayne County to authorize us to close Farmington Road from Five Mile to Roycroft.

Councilmember Toy stated this is quite a nice event and that she would like to offer an approving resolution for the Consent Agenda.

DIRECTION:	APPROVING	CONSENT
------------	-----------	---------



REPORT TO THE LIVONIA CITY COUNCIL

Parks and Recreation January 28, 2021

MEETING DATE

February 22, 2021

PREPARED BY

Ann Cox, Program Supervisor

AGENDA ITEM

REQUEST PERMISSION FROM WAYNE COUNTY TO CLOSE A PORTION OF FARMINGTON ROAD TO HOST LIVONIA'S ANNUAL MEMORIAL DAY CEREMONY: Department of Parks & Recreation, re: to close Farmington Road north and southbound from Five Mile Road to Roycroft, on Saturday, May 29, 2021, from 8:30 a.m. to 10:00 a.m.

BACKGROUND

The Livonia Memorial Day Ceremony is scheduled for Saturday, May 29, 2021 and will require closing several roads. We are seeking the Council's approval of a request to Wayne County to permit temporary closure of roadways for this event. The closures include Farmington Road north and southbound from 5 Mile Road to Roycroft. Police personnel will provide traffic control.

RECOMMENDATION

We request the closures from 8:30 a.m. to 10:00 a.m. as the ceremony will begin at 9:00 a.m.

FISCAL CONSIDERATION

ATTACHMENTS

None

APPROVED BY

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

Ted Davis, CPRP, Directory of Parks

Date: January 28, 2021

A handwritten signature in black ink, appearing to read "Maureen Miller Brosnan".

Maureen Miller Brosnan, Mayor

Date: February 04, 2021

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 22, 2021**

Meeting was called to order via Zoom remote technology at 8:41 p.m. by President Kathleen McIntyre. Present: Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

7) REQUEST TO APPROVE THE LIVONIA COMMAND OFFICER SALARY AND BENEFIT CHANGES: Civil Service Department, re: for the period of December 1, 2020 through November 30, 2023.

Denise Maier, Director of Human Resources, presented this request to Council. She stated she is very happy to be before Council with another Collective Bargaining Agreement that they have settled with our Livonia Command Officers Union. It's in two sections and it includes all of the changes that will happen to the contract, that will be made to the contract, including operations, salaries, salary increases for the next three years as well as benefit changes.

Councilmember Jolly asked if the Command Officers Association was formerly known as Livonia Sergeants Association and Maier replied that's correct, it was the Livonia Lieutenants and Sergeants Association, the captains requested they be included and once Council approved that, Council also approved changing the name to the Livonia Command Officers Association.

Jolly then asked if the only people that are not represented at the Police Station are the Chief and Deputy Chief, is that correct?

Maier replied that's correct and the Public Service Aides are a sub-unit of the LPOA contract.

Vice President asked if the particulars of this contract are consistent with what Council approved previously for the Police Officers Contract and Maier replied yes, they are, including the 12-hour shift. Bahr asked if the insurance changes are consistent as well and Maier replied yes, those are Item No. 9 on the Agenda because the Union had requested that we separate them because they didn't want the insurance changes to affect the ratification of the contract for the Union. They weren't sure exactly how the Union was going to respond to the insurance offering, but they did vote for that as well, so that will be Item No. 9 on the Agenda.

Councilmember Jolly offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Civil Service
February 23, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Jillian Emmitt, Personnel Clerk

AGENDA ITEM

REQUEST TO APPROVE THE LIVONIA COMMAND OFFICER SALARY AND BENEFIT CHANGES: Civil Service Department, re: for the period of December 1, 2020 through November 30, 2023.

BACKGROUND

Dear Council Members:

At its special Civil Service Commission meeting of February 10, 2021, with Chairperson Roger L. Spence, Commissioners Charlotte S. Mahoney, and James Wenson being present, with minutes to be approved on March 17, 2021, the Civil Service Commission adopted the following resolution:

Upon a motion by Ms. Mahoney, seconded by Mr. Wenson, and unanimously adopted, it was

21-17 RESOLVED, that having reviewed the letter dated February 5, 2021 from Gregory Schultz, Labor Attorney, transmitting the Tentative Agreement between the City of Livonia and the Livonia Command Officers Association for the period of December 1, 2020 through November 30, 2023, the Civil Service Commission does hereby approve the Tentative Agreement and submits same to City Council for their review and consideration.

Attached is a copy of the Tentative Agreement for your review.

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

Thank you for your consideration.

RECOMMENDATION

To approve as submitted.

FISCAL CONSIDERATION

ATTACHMENTS

1. City of Livonia LCOA Tentative Agreement for the period December 1, 2020 through November 30, 2023

APPROVED BY



Denise C. Maier, SPHR, Human Resources
Director

Date: February 11, 2021



Michael Slater, Finance Director

Date: February 11, 2021



Paul Bernier, City Attorney

Date: February 11, 2021



Maureen Miller Brosnan, Mayor

Date: February 11, 2021

KELLER THOMA

A PROFESSIONAL CORPORATION

THOMAS L. FLEURY
GARY P. KING
STEVEN H. SCHWARTZ*
LAURI A. READ
GOURI G. SASHITAL
GREGORY T. SCHULTZ
BRIAN M. RICHARDS**
MINDY BARRY***
CHELSEA K. DITZ
ELIZABETH A. YOUNG
KATHRYN E. JONES
NANCY L. NIEMELA

Also admitted in Ohio*
Also admitted in Illinois**
Also admitted in Virginia***

COUNSELORS AT LAW

SUITE 1240
26555 EVERGREEN ROAD
SOUTHFIELD, MI 48076-4255
FAX 313.965.4480
www.kellerthoma.com

GREGORY T. SCHULTZ
DIRECT DIAL 313.965.8928
gts@kellerthoma.com

LEONARD A. KELLER
(1905 - 1970)
RICHARD J. THOMA
(1904 - 2001)

February 5, 2021

Honorable Members, City Council
Honorable Members, Civil Service Commission
City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

Re: City of Livonia and Livonia Command Officers Association

Dear City Council and Civil Service Commission Members:

I am pleased to advise you that on February 1, 2021, City and LCOA representatives reached a tentative agreement on a three-year contract that is effective from December 1, 2020 through November 30, 2023. LCOA members are scheduled to vote to ratify the agreement on February 5, 2021, and once they have done so, all that is needed for formal ratification of the tentative agreement is Civil Service Commission and City Council approval.

In addition to the Collective Bargaining Agreement Tentative Agreement, the parties also reached a tentative agreement on a separate memorandum of understanding to replace the current \$900 annual dental reimbursement with a new dental insurance plan effective March 1, 2021 with City cost for the insurance capped annually (and adjusted each year consistent with annual health insurance adjustments) at \$360 for single coverage, \$684 for two-person coverage and \$1,440 for family coverage.

I have attached a copy of the February 1, 2020 Dental Memorandum of Understanding and the Collective Bargaining Agreement Tentative Agreement for your review. The Tentative Agreement includes a Memorandum of Understanding on the issue of shift-schedule which is part of this Tentative Agreement. The following is a summary of the key components of the Tentative Agreement:

1. A three-year agreement from December 1, 2020 to November 30, 2023.



2. Salary increases to all bargaining unit members as follows:

Effective December 1, 2020:	2.5% increase
Effective December 1, 2021:	3% increase
Effective December 1, 2022:	2% increase

3. Agreement to move forward on a trial basis with a change in the shift schedule of patrol bureau command officers from an 8-hour work day to a schedule that includes 12-hour work days. Some key components of the parties' Agreement on this issue include:

- A. Employees will continue to work an 80-hour schedule over a two-week period that includes six 12-hour work days and one 8-hour work day.
- B. New schedule will be cost-neutral unlike traditional 12-hour public safety schedules which generally includes seven 12-hour work days over a two-week period for a total of 84 hours. The 12-hour shift MOU contains language in Paragraph 8 that indicates that a condition of the City's agreement was that the 12-hour shift schedule would be essentially cost neutral and that any changes in the future would continue to satisfy the objective of maintaining cost neutrality.
- C. Agreement includes a one-year trial period after which either party can terminate the 12-hour shift schedule and revert to the current 8-hour work schedule.
- D. New schedule will begin on July 31, 2021 to allow parties time to put the schedule in place and prepare for selection of leave day process.
- E. Non-patrol bureau officers will continue to work the current 8-hour work day.
- F. Agreement to allow more weekend time off for less senior employees by requiring that all Sergeants working a 12-hour shift schedule work at least one weekend and two primary days (Friday, Saturday or Sunday) during each 28-day period.
- G. Furlough and sick time will be converted to hours for purposes of this agreement; Bereavement leave is slightly adjusted to accommodate schedules; Holiday pay will continue to be 8 hours per holiday.



4. Increase Field Training Sergeant allowance from ½ hour per assignment to 1 hour per assignment, and weekly and monthly solo assignment from 1 hour per day to 2 hours per day.
5. Provide 6 hours of compensatory time per month for Lieutenants in recognition for making themselves available for communication with subordinates or supervisors while off duty.
6. Provide a \$500 annual Supervisory Community Interaction Bonus to be paid at Chief's discretion to all bargaining unit members provided satisfactory supervision interaction.
7. Increase personal business from 16 hours per year to 24 hours per year.
8. Replace current optical benefit with new optical insurance plan that includes an employee contribution of 15% of the cost.
9. Reduce the minimum time as a Sergeant to qualify to test for promotion to the position of Lieutenant from 4 years to 2 years. Eliminate requirement to have regular status in the position of Lieutenant to test for the position of Captain.
10. Limitation on length of time City supplements workers compensation payments up to 100% of wages from indefinite to 1 year.
11. Change in grievance procedure so that for all grievances, employee must choose between Civil Service Commission and Arbitration. Currently, all non-disciplinary grievances include both the Civil Service Commission and arbitration.
12. Modify educational reimbursement to allow employees to take classes in non-traditional classroom setting upon Chief's discretion and to take classes beyond current contractual classes of law enforcement or criminal justice at Chief's discretion.
13. New Pension provisions containing the following:
 - A. All current command officers will have a one-time irrevocable option to convert to a new Defined Benefit Pension Plan and all future hires will be automatically enrolled in the new Defined Benefit Pension Plan with the following terms:
 - Multiplier of 2.5% of base wages for each credited year of service



- Multiplier cap of 75% of base wages
 - Retirement eligibility will be at any age with 25 years of service or age 52 with 15 years of service. For those who convert, previous time in the Defined Contribution Pension Plan will count as years of service for vesting purposes.
 - Employees will contribute the first 4% of base wages toward the cost; the City will contribute the next 14% of base wages toward the cost; the employees will contribute the next 4% of base wages toward the cost and the City will contribute all costs above 22% of base wages.
- B. All current employees who elect to convert will have the opportunity to purchase up to three years of prior service credit.
- C. A Retention Bonus Program is established that provides all current LCOA members in the Defined Contribution Plan who are still employed with the City on the one-year anniversary of ratification of this tentative agreement, a one-time bonus of \$1,000 for each year of service up to a maximum of 30 years in the form of a cash payment, payment to the employee's 457 account, or to be used to purchase service credit.
- D. All other terms of the new Defined Benefit Pension Plan will generally follow the old Defined Benefit Pension Plan except as follows:
- No COLA
 - No Annuity Withdrawal
 - No Military Buyback
 - No Early Retirement Pension
- E. A six-year moratorium on pension negotiations.
- F. A permanent moratorium on future benefit changes that would result in a funded level of less than 100%.
- G. Increase in the City's contribution to the Defined Contribution Pension Plan for all members who elect not to convert to the new Defined Benefit Pension Plan from 12% to 14%.



KELLER THOMA

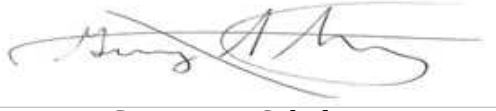
City Council
Civil Service Commission
February 11, 2021
Page 5

14. Incorporate previously agreed to Memorandum of Understanding on recognizing Captains as members of the Union.

As indicated, the above is a summary of the parties' Tentative Agreement. Please let me know if you have any questions regarding this matter.

Very truly yours,

KELLER THOMA, A PROFESSIONAL CORPORATION



Gregory T. Schultz

GTS/dg

Enclosure

cc: Mayor Maureen Miller Brosnan
Fire Chief Curtis Caid
Ms. Denise Maier
Mr. Michael Slater



Negotiations
between
The City of Livonia
and
Livonia Command Officers Association (LCOA)

Tentative Agreement – February 1, 2021

1. Duration – 3 years effective December 1, 2020 through November 30, 2023.
2. Article 1, Recognition of Association – Add Captains to specific list of recognized bargaining unit positions.
3. Article 7, Grievance Procedure – Choice of appeal of grievances to arbitration or Civil Service Commission for all grievances.
4. Article 10, Promotions – Modify Lieutenant and Captain promotions as follows (effective for examinations that close after the date of ratification):

Lieutenant

This examination is open only to employees of the City of Livonia, who, at the closing date of this examination, are employed in the Police Division of the Department of Public Safety as a Senior Sergeant or have regular status in the classification of Sergeant and have had at least ~~four (4)~~ two (2) years of experience, immediately preceding the closing date of the examination, as Sergeant in the City of Livonia.

Captain

This examination is open only to Employees of the City of Livonia who, at the closing date of this examination, are employed as a Senior Lieutenant or Lieutenant in the Police Division of the Department of Public Safety ~~and have regular status in the classification of Lieutenant.~~

5. Article 15, Overtime – Memorialize Field Training Sergeant Allowance and effective December 1, 2020, increase Field Training Sergeant Allowance from ½ hour to 1 hour per DOR and SOLO Weekly and SOLO Monthly from 1 hour to 2 hours. Employees have the option to take these payments in wages or compensatory time, subject to contractual limits on compensatory time.
6. Article 15, Overtime – Effective December 1, 2020, all Lieutenants will receive 6 hours per month in compensatory time in recognition for making themselves available for communication with subordinates or supervisors while off duty.

7. Article 18, Bereavement Leave – Modify language to reflect that spouse’s siblings are also included in the definition of brother-in-law and sister-in-law.
8. Article 20, Hospitalization – Medical Coverage –
 - Modify Section O, Optical, as follows:
 - Eliminate current plan effective upon ratification
 - Replace with new optical plan as detailed in exhibit A effective March 1, 2021. Coverage is not mandatory, but there is no benefit for those choosing not to participate.
 - Employee to contribute 15% of the cost
 - City can replace plan during life of contract with another plan with comparable benefits
9. Article 21, Insurance Coverage – Add option for employee to purchase additional life insurance at no cost to the City subject to the current insurance administrator being able to offer such coverage.
10. Article 22, Workers’ Compensation – Modify Section A as follows:
 - A. Each Employee will be covered by the applicable Workers' Compensation laws and the City further agrees that an Employee who is eligible for Workers' Compensation will receive for the first year of their Workers Compensation leave, in addition to his Workers' Compensation income, ~~an~~ supplemental amount to be paid by the City sufficient to make up the difference between Workers' Compensation and their regular pay based on a forty (40) hour work week. Following the one-year supplemental period, an employee may use paid time to supplement their pay up to 100% of the post-tax salary. In no case will the Employee's pay after withholding taxes (with no change in deductions) plus the Workers' Compensation payment, be more or less than the salary after taxes he/she the Employee would have received if he/she they were not on Workers' Compensation. (See 32.H.). All benefits that were paid during the first year of Workers' Compensation will continue to be paid following expiration of the supplemental period, except that DC contributions will be based on actual payment.

No deduction shall be made from the Employee's sick leave bank from the initial time off because of on-the-job injury until the one-year supplemental period has elapsed time and date the Employee is considered able to return to work by the City physician or the doctor treating the injury at a hospital or clinic to which the Employee is sent, pursuant to Article 22(B). Should the Employee not return to work by the specified date and time the Employee is considered able to return to work by the City physician or the doctor treating the injury at the hospital or clinic to which the Employee is sent pursuant to Article 22(B), any further time off shall be deducted from his sick leave bank. . . .

11. Article 29, Personal Business – Increase annual personal business from 16 hours per year to 24 hours per year.
12. Article 32, Retirement – New defined benefit pension containing the following terms and conditions:
 1. All members of the Defined Contribution Plan will have a one-time irrevocable option (30-day window) effective [on a date to be determined as expeditiously as possible] to convert to a new Defined Benefit Plan as detailed in Paragraph 7, below.
 2. Defined Contribution Plan assets are to be retained by the employee, except for assets used to purchase service credit as detailed in Paragraph 3, below.
 3. Employees electing to convert will have a one-time option, within 90 days of receipt of the bonus identified in paragraph 4 below, to purchase up to 3 years of service credit. Purchased service credit does not apply to vesting and is only to be used to increase an employee's total years of service at retirement eligibility. Money from the member's Defined Contribution account may be used to purchase such credit. The cost to purchase service credit will be determined by the City's Pension Board's actuary in a report to be prepared as soon as practicable following ratification of this Agreement.
 4. All members currently in the Defined Contribution Plan and who are on the payroll on [DATE ONE YEAR FROM RATIFICATION DATE], will receive a one-time bonus to be paid on the first full payroll immediately following [DATE ONE YEAR FROM RATIFICATION DATE], in the amount listed in Exhibit A, attached hereto, which represents an amount equal to \$1,000 for each completed year of service with the City of Livonia as of June 30, 2020 up to a maximum of 30 years of service (\$30,000). This one-time bonus will be provided to each individual member in one or more of the following forms:
 - a. Used toward the purchase of service credit pursuant to paragraph 3, above. An employee can only purchase service credit in full year amounts, so the employee would have to pay an additional amount to cover the difference between the amount provided by the City and the amount needed to obtain a full year of service.
 - b. Contribution to the employee's 457 Plan, if eligible.
 - c. Cash Payment, subject to appropriate deductions.
 5. All employees who are hired as a police officer for the City of Livonia on or after December 1, 2020, or hired directly into this bargaining unit on or

December 1, 2020, will be enrolled into the Defined Benefit Plan but will not be eligible for the bonus detailed in paragraph 4, above.

6. Accrual of Defined Benefit service credit would begin as soon as possible following ratification of this Agreement (no credit for prior years).
7. The Defined Benefit Plan shall have the following terms and conditions:
 - a. Multiplier of 2.5% of base wages for each credited year of service.
 - b. Multiplier cap of 75.00% of base wages.
 - c. Final Average Compensation shall be the average of the annual compensation received by a member during the best compensated three (3) years of service contained with the member's ten (10) years of service immediately preceding the member's retirement.
 - d. Retirement Eligibility at any age with 25 years of service or age 52 with 15 years of service. Vesting will include years of service in both the Defined Benefit and Defined Contribution plan (prior to conversion).
 - e. Duty disability and duty death benefits consistent with current provisions.
 - f. No COLA.
 - g. No Annuity Withdrawal
 - h. No Military Buyback
 - i. No Early Retirement Pension (Provision in former Defined Benefit Plan that allowed an employee to leave early for a reduced pension amount. This does not impact an employee's right to a deferred retirement which allows an employee to leave and begin collecting pension on a later date upon reaching age eligibility.)
 - j. Contributions – Employees pay first 4% of base wages toward actuarially determined cost, City pays next 14% of base wages toward actuarially determined cost, employees pay next 4% of base wages toward actuarially determined cost, City pays anything over 22% of base wages toward actuarially determined cost. The minimum contribution shall be 4% of base wages for both employee and City.
8. A 6-year moratorium on any changes to pension provisions beginning December 1, 2020.

9. A permanent moratorium on implementing any future benefit changes that would result in a funded level of less than 100 percent. The prohibited changes would include, but not be limited to, changes to the multiplier, components of Final Average Compensation, retirement age, vesting provisions and COLA. Notwithstanding the above, the parties recognize that proposals could be brought forward in connection with any proposed benefit change that could keep the plan funded at a level of at least 100%.
10. Effective [DATE OF RATIFICATION], increase City contribution to the Defined Contribution Plan to 14% percent for all employees opting to remain in the Defined Contribution Plan, with payment to be made retroactively in the first full payroll period following date of conversion.
11. The parties agree to take all required actions following ratification of this Agreement to support implementation of the Defined Benefit Plan.
13. Article 33, Salary Rates – Implement the following across the board wage increases:
- | | |
|----------------------------|--------------------|
| Effective December 1, 2020 | 2.5% wage increase |
| Effective December 1, 2021 | 3% wage increase |
| Effective December 1, 2022 | 2% wage increase |
14. Article 36, Educational Expenses – Modify Section A and C as follows (includes master’s classes):
- A. Any books and tuition costs incurred by members of the bargaining unit which are not covered by the Law Enforcement Education Program shall be reimbursed to the Employee by the City upon submission of proper documentation for all courses related to a Criminal Justice Program or, effective December 1, 2020, any other class the Police Chief determines in his sole discretion would be relevant and beneficial to the Department at an accredited college or university. The decision of the Chief of Police will be final, not subject to the grievance procedure.
- C. To qualify for reimbursement, the college or university must be accredited by the North Central Association of Colleges and Schools. . . Nothing in this language would prevent an employee from taking a class at a traditional brick and mortar school which is conducted primarily through the internet, provided such class is not offered in a typical classroom setting. Furthermore, an employee may be allowed to take classes in a “non-traditional” setting if the Police Chief, in his sole discretion, determines that such class satisfactorily meets the intent of this provision.
15. Article 41, General Article –

- Delete Residency Requirement provision
- Modify Professional Dues as follows:

Professional Dues

~~Professional dues may be paid as authorized by the Chief of Police. The Police Division shall pay professional dues for membership in the following professional organizations. Renewal for individual membership is subject to an annual review of attendance by the Police Chief. Employees not having adequate attendance will not have their membership dues paid by the City.~~

~~Wayne County Corporals, Sergeants & Lieutenants Associations~~

~~Wayne County Detectives Association~~

~~Michigan Association of Polygraph Examiners~~

~~Michigan-Ontario Youth Officers Association~~

~~Traffic Safety Association~~

~~American Association of Police Polygraphists~~

~~American Polygraph Association~~

16. General – Incorporate all terms and conditions of Captains, including wages and benefits, into CBA as currently exists and as modified by the September 3, 2020 Letter of Agreement between the parties.
17. General – \$500 annual Supervisory Community Interaction Bonus at Chief's discretion to be paid at the end of the fiscal year provided the Chief determines that the unit as a whole provided supervisory community interaction at a level satisfactory to the Chief.
18. General – The parties agree to change the work schedule for impacted employees to a 12-hour shift as detailed in the attached Memorandum of Understanding.

City of Livonia
Livonia Command Officers Association Payrates

APPENDIX A

DRAFT		12/1/2020 2.5%			12/1/2021 3%			12/1/2022 2%		
CLASSIFICATION		HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL
SERGEANT (HIRED BEFORE 11/2/11)	STEP 1	\$41.09	\$3,287.20	\$85,467.20	\$42.32	\$3,385.60	\$88,025.60	\$43.17	\$3,453.60	\$89,793.60
	MAXIMUM	\$42.62	\$3,409.60	\$88,649.60	\$43.90	\$3,512.00	\$91,312.00	\$44.78	\$3,582.40	\$93,142.40
SERGEANT (HIRED ON OR AFTER 11/2/11)	MINIMUM	\$40.09	\$3,207.20	\$83,387.20	\$41.29	\$3,303.20	\$85,883.20	\$42.12	\$3,369.60	\$87,609.60
	MAXIMUM	\$41.51	\$3,320.80	\$86,340.80	\$42.76	\$3,420.80	\$88,940.80	\$43.62	\$3,489.60	\$90,729.60
SENIOR SERGEANT (HIRED BEFORE 11/2/11)	MAXIMUM	\$44.72	\$3,577.60	\$93,017.60	\$46.06	\$3,684.80	\$95,804.80	\$46.98	\$3,758.40	\$97,718.40
SENIOR SERGEANT (HIRED ON OR AFTER 11/2/11)	MAXIMUM	\$43.51	\$3,480.80	\$90,500.80	\$44.82	\$3,585.60	\$93,225.60	\$45.72	\$3,657.60	\$95,097.60
LIEUTENANT (HIRED BEFORE 11/2/11)	MINIMUM	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	MAXIMUM	\$46.86	\$3,748.80	\$97,468.80	\$48.27	\$3,861.60	\$100,401.60	\$49.24	\$3,939.20	\$102,419.20
LIEUTENANT (HIRED ON OR AFTER 11/2/11)	MINIMUM	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	MAXIMUM	\$45.55	\$3,644.00	\$94,744.00	\$46.92	\$3,753.60	\$97,593.60	\$47.86	\$3,828.80	\$99,548.80
SENIOR LIEUTENANT (HIRED BEFORE 11/2/11)	MAXIMUM	\$49.20	\$3,936.00	\$102,336.00	\$50.68	\$4,054.40	\$105,414.40	\$51.69	\$4,135.20	\$107,515.20
SENIOR LIEUTENANT (HIRED ON OR AFTER 11/2/11)	MAXIMUM	\$47.77	\$3,821.60	\$99,361.60	\$49.20	\$3,936.00	\$102,336.00	\$50.18	\$4,014.40	\$104,374.40
CAPTAIN	MAXIMUM	\$54.13	\$4,330.40	\$112,590.40	\$55.75	\$4,460.00	\$115,960.00	\$56.87	\$4,549.60	\$118,289.60

Note: Effective 12/1/2017 the rate for all employees promoted to the Lieutenant classification is the **MAXIMUM** rate.

Note: Effective 12/1/2014 rates for employees hired or promoted to the Police Officer classification on or after 11/2/2011 include Gun Allowance and Education Premium.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
The City of Livonia
and
Livonia Command Officers Association (LCOA)**

February 1, 2021

THIS LETTER OF AGREEMENT is entered into by and between the City of Livonia ("City") and Livonia Command Officers Association (LCOA) ("Union").

WHEREAS, as part of bargaining the 2020-2023 Collective Bargaining Agreement ("Agreement"), the parties discussed the issue of converting to a 12-hour work schedule, specific to the Patrol Bureau of the Livonia Police Department;

WHEREAS, the parties recognized that such conversion should be on a trial basis for the first year of operation.

WHEREAS, the parties have come to agreement to establish work conditions under a 12-hour work schedule;

NOW THEREFORE, the parties have agreed to the following:

1. The effective date of the 12-hour shift schedule will be July 31, 2021.
2. The first year of the 12-hour shift schedule will last from July 31, 2021 through July 30, 2022 and shall be considered the "12-Hour Shift Trial Period." Either the City or the Unions jointly can elect to terminate the 12-hour shift schedule and revert to the previous 8-hour system effective July 31, 2022, provided that such notice of intent to terminate the 12-hour shift is given to the other party prior to June 1, 2022.
3. Only those personnel assigned to the Patrol Bureau of the Uniform Division are included in this program.
4. There shall generally be two 12-hour shift schedules including a "Day Shift" which shall run from 0700 to 1900 and a "Night Shift" which shall run from 1900 to 0700. The Chief of Police shall also have the right to establish a third twelve-hour shift with start and stop times at the City's discretion upon 30 days' notice to the Union. The City retains its right to make modifications to this schedule in the event of an emergency.
5. During the 12-hour shift trial period, the following shall apply to the Patrol Division supervisors irrespective of any language to the contrary in the parties' Collective Bargaining Agreement:
 - a. All supervisors assigned to the Patrol Bureau will work a twelve (12) hour shift schedule. There will be eighty (80) hours of scheduled work per pay period, which is a fourteen (14) day cycle. To achieve this, employees will work three (3) twelve (12) hour shifts each week.

Employees will not work more than three (3) twelve (12) hours shifts in a row. Employees must also work one (1) eight (8) hour shift during each pay period. The eight (8) hour shift can be worked consecutive to twelve (12) hour shifts.

- b. The schedule will be on a twenty-eight (28) day cycle. Sergeants must work at least one (1) weekend (Saturday and Sunday consecutively) during a twenty-eight (28) day cycle. Sergeants must also work at least two (2) additional primary days (Friday, Saturday, or Sunday) during the twenty-eight (28) day cycle. The primary days do not have to be consecutive. The weekend and primary workdays shall be twelve (12) hour shifts. Leave days will be selected based upon seniority and will be picked based upon two (2) cycles, making it fifty-six (56) days. A minimum of two supervisors are required to be on duty for each shift. This shall not prevent the Shift Commander from allowing one Sergeant to be scheduled as long as the shift Lieutenant is scheduled. The Lieutenants are exempt from working a mandatory weekend.
- c. Patrol Lieutenants and Sergeants' shifts and leave days will be selected as detailed in the attached "12-Hour Shift Operating Guidelines," or as modified by the parties during discussions detailed in Section 7, below, prior to and during the "12-Hour Shift Trial Period."
- d. Supervisors will be required to have eight (8) hours off between shifts. Secondary employment that is not compliant with this clause is prohibited. At no time will any employee be allowed to work twenty-four (24) consecutive hours. Employees can switch Leave Days with one another unless it would cause either employee to work twenty-four consecutive hours or either employee to not have eight (8) hours off in between their shifts.
- e. Seniority will be based on time in rank. Patrol supervision will bid for shifts based upon seniority as currently is the practice. Shift bids will be on a bi-annual basis and posted two (2) months prior to the beginning of the new cycle. Each shift must have twenty-five percent (25%) of their manpower with at least one (1) year of seniority. This mandate is to ensure that each shift has equal experience in time, defined as seniority, compared to the other shift. Seniority must be re-evaluated on an annual basis. The analysis may cause the listed minimums to be modified. Any modification must be agreed upon by all parties. The Chief of Police may re-assign personnel to achieve this goal.
- f. A supervisor who is required to work beyond their scheduled 12-hour or 8-hour shift, shall be paid pursuant to the overtime provisions of Section 21.5 of the Agreement. Article 21, Sections 1, 3, 8.A and 8.C. shall be modified to replace "eight (8) hours" with "Twelve (12) hours" on any day that an Officer is assigned to a 12-hour shift. (Clean up section numbers consistent with LCOA CBA).

- g. All furlough use and sick time "day" language in the Agreement shall be converted to hours. Example: Ten vacation days shall be calculated as 80 hours.
- h. Bereavement leave shall remain one (1) day for a close personal friend and two (2) days for grandparents of employee's spouse. All bereavement leave that provided up to four (4) working days will provide up to three (3) working days. All bereavement leave that provided up to ten (10) working days will provide 80 hours.
- i. Holiday pay shall continue to be treated the same pursuant to Article 20.1 and pay will continue to be based upon eight (8) hours per holiday.
- j. All earned time (personal business, court time, roll call time, etc.) shall remain the same in accordance with the current Agreement.
- k. The language in the Agreement "two (2) ten (10) day furloughs per year" shall be modified to read "two (2) eighty (80) hour furlough blocks per year encompassing fourteen (14) days."
- l. When selecting a monthly court date for traffic offenses, all supervisors working Day Shift will report for court while on duty during their shift. All supervisors working Night Shift must ensure that they have a minimum of eight (8) hours off prior to their next shift. Any supervisor working Night Shift shall use discretionary time if they are held late at Court and it would cause them to not have at least eight (8) hours off until their next shift. Any supervisor who has to appear for Court that is on their day off (example: pre-trial hearing, trial, court at the Third Circuit Court, etc.), shall be compensated as prescribed in Article 21 of the Agreement.

Day Shift – appearance while working.

Night Shift – two (2) hour minimum or time and one-half whichever is greater.

- m. Prescheduled overtime (STAR details, Reserve details, etc.) must be worked prior/after the employee's eight (8) hour shift or on their day off. Employees can also volunteer to cover additional shifts as long as it does not cause them to work more than three (3) consecutive twelve (12) hour shifts and allows at least eight (8) hours off in between shifts. Generally, only one (1) block of overtime will be permitted. This is not to exceed twelve (12) hours of work on any given day.
- n. The Chief of Police retains all rights to approve or deny employee requests for time off and to reassign employees pursuant to management rights.

- 6. There will be at least one meeting every month between the Union and the Employer to discuss the operation of twelve (12) hour shifts and any required

modifications. If the Employer has an immediate problem with the functioning of twelve (12) hour shifts, then the parties will meet at the earliest possible time.

7. The parties recognize that the agreement to go to a 12-hour shift schedule was based on numerous factors, but that an absolute and unqualified condition of the City's agreement to agree to this change was based on the understanding of the parties that the modification to a 12-hour shift schedule would be essentially cost neutral to the City. Both the City and the Unions recognize that there are a variety of twelve (12) hour shift schedules, some of which include an increase in work schedules during a two-week pay period. These schedules increase hours of work from eighty (80) hours to eighty-four (84) hours. The Unions specifically proposed this eighty (80) hour schedule to achieve the cost neutrality required by the City. The parties further agree that any changes in the future to the 12-hour shift schedule shall continue to satisfy the objective of maintaining essential cost neutrality. The language of this paragraph will be contained in any future collective bargaining agreement which contains any form of a 12-hour shift schedule.
8. Any modification of this Memorandum of Understanding during the one (1) year 12-hour shift trial period must be agreed upon by both parties.

IN WITNESS HEREOF, the parties have executed in duplicate originals this Letter of Understanding as of this _____th day of February 2021.

CITY OF LIVONIA

LIVONIA COMMAND OFFICERS
ASSOCIATION

By: _____
MAUREEN MILLER BROSNAN

By: _____
WILLIAM TYREE

Its: Mayor

Its: President

By: _____
DENISE C. MAIER

By: _____
MICHAEL MOCKERIDGE

Its: Human Resources Director

Its: Vice President

LCOA - 12-HOUR SHIFT OPERATING GUIDELINES

1. SHIFT SELECTION

Shift selection will be done on a twenty-eight (28) week cycle and then a twenty-four (24) week cycle. This is done because leave days are selected on a fifty-six (56) day, or eight (8) week, cycle. Eight (8) weeks can only be divided into twenty-eight (28) and twenty-four (24) week cycles, and cannot be divided into the twenty-six (26) week cycle that is currently being utilized. The twenty-eight (28) and twenty-four (24) week cycles are necessary to maintain the correspondence between the twelve (12) hour program and payroll.

Example: If the twelve (12) hour program takes effect on July 31, 2021 (first Saturday of a new payroll period), then the twenty-eight (28) week cycle would last from July 31, 2021 to February 11, 2022. Then a twenty-four (24) week cycle would follow from February 12, 2022 to July 29, 2022.

2. FURLOUGH SELECTION

Patrol Lieutenants and Sergeants shall select furlough based on shift seniority within their classifications following shift selection two (2) months prior to the next shift cycle. The selection will be for the upcoming shift cycle.

3. LEAVE DAY SELECTION

A. Within each 28-day cycle, the Shift Commander reserves the right to assign up to a total of three (3) of an employee's Leave Days as he/she sees fit to meet the operating needs of the shift. Leave days will not be re-assigned to supplement manpower in another classification.

B. The Patrol Lieutenants and Sergeants will select their Leave Days for the next cycle by the 28th day of the current cycle. The Shift Supervisors will finalize the Leave Day selections fourteen (14) days prior to the next cycle.

C. Any cancellation of Leave Days by the Shift Commander, after the posting of Leave Days fourteen (14) days prior to the new cycle, shall result in the payment of time and one-half day, or time and one-half compensatory time. The employee will have the choice to select which form of compensation they desire.

D. Establishment of Third Shift - The Police Chief will ask for volunteers first; if not enough qualified volunteers, reverse seniority will be a factor in selection. This type of assignment would be for at least a twenty-eight (28) day duration.

E. The Police Chief, at his/her discretion, can temporarily reassign a Lieutenant or Sergeant for up to twenty-eight (28) days, once during each bid selection cycle. An

employee so transferred shall be notified of the reason. After four (4) years on a given shift, the Police Chief, or his designee, may require a Patrol Lieutenant or Sergeant to select a different shift for reasonable cause as determined by the Police Chief.

F. A voluntary trade of shifts with another of same rank may be made to accommodate unexpected personal circumstances of a family nature with approval from the Police Chief.

G. Unexpected Transfers: Should a supervisor be transferred out of the Patrol Bureau to assume another position, management may move a supervisor off of probation, (a Sergeant having at least one (1) year of seniority) to maintain the twenty-five percent (25%) rule set forth in Section 14.2.G. The supervisor may be required to assume the transferred supervisor's leave days for the remainder of the 28-day cycle. Should a supervisor be removed, and another come from another bureau outside the normal selection time, the incoming supervisor into Patrol will finish the cycle of the leaving supervisor.

H. The Police Chief may reassign a supervisor temporarily to another shift for emergency purposes or manpower shortages caused by illness, disability, trials or schools, the duration of which lasts at least twenty-eight (28) days.

5. TRAINING

A. Any training class that lasts five (5) days and/or forty (40) hours shall count as a forty (40) hour work week for the employee. It will be the employee's responsibility to ensure that a complete eighty (80) hours is covered for the pay period. This includes PORTS.

Patrol supervisors may be assigned to work a shift in place of their normally scheduled hours up to five (5) days per year for on-site training purposes. For off-site training purposes, shift assignments may be changed without limitation.

B. Any training class that lasts four (4) days shall be counted as three (3) twelve hour shifts and one (1) eight (8) hour shift, making forty (40) hours. Overtime will only be given for hours worked over the shift length.

C. The second and third day of any training class that lasts two (2) to three (3) days shall be counted as full twelve (12) hour shifts. The first training day will be utilized as an eight (8) hour shift. This would include any drive time and/or extended class time. The employee would not be eligible for overtime compensation unless the entire day (drive and class time) exceeded twelve (12) hours.

D. Any training class hosted by Livonia, or an adjoining community, that lasts one (1) eight (8) hour day, will be considered an eight (8) hour workday. If the training is not on a regularly scheduled eight (8) hour day, the employee will return for the rest of his/her shift. The supervisor may be allowed to use discretionary time depending on operating needs of the department. Training that occurs outside the above listed parameters, that is a minimum of 8 hours in duration will count as a complete workday.

E. Mandatory Training days remain two (2) four (4) hour blocks, totaling eight (8) hours of training. Employees scheduled to work a twelve (12) hour shift during Mandatory Training will work their shift first, then train second. Any employee working an eight (8) hour shift during Mandatory Training will train first, then work their shift second.

1. Management will have a pool of six (6) mandatory training days that they may use at their discretion throughout any calendar year.
2. Management may use up to two (2) days consecutively in any calendar month.
3. Management may use up to three (3) days consecutively if a "demonstrable need" is shown to the Union President for their approval.
4. Whenever management uses any block(s) of mandatory training day(s) they will be separated by at least twenty-eight (28) calendar days.
5. Any mandatory training schedule using these six (6) days will be announced to the Union (LCOA) by the first day of the preceding leave day cycle.
6. No mandatory training will be scheduled during the months of June, July, and August.
7. Employees who select a shift change or are bumped from their shift selection of choice and have not participated in the first three (3) training blocks of the year, must participate in one (1) of the three (3) remaining training blocks, subject to operating needs of the department.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 22, 2021**

Meeting was called to order via Zoom remote technology at 8:41 p.m. by President Kathleen McIntyre. Present: Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

8) REQUEST TO APPROVE THE LIVONIA POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM) ON BEHALF OF ITS AFFILIATE, THE LIVONIA POLICE OFFICERS ASSOCIATION, POLICE SERVICE AIDE UNIT - UNIT B TENTATIVE AGREEMENT: Civil Service Department, for the period of December 1, 2020 through November 30, 2023.

Denise Maier, Director of Human Resources, presented this request to Council. She stated this is the contract for the Police Service Aide Unit, as mentioned earlier they are a sub-unit of the LPOA contract and while the changes to their contract don't completely mirror LPOA, there are several sections that are the same as LPOA and then others that traditionally mirror 192, the AFSCME Union.

Councilmember Toy stated everything appears to be in order and offered an approving resolution for the Consent Agenda.

Councilmember Jolly stated this is a good opportunity to thank the Police Service Aides in Livonia. He had a great opportunity to work with them as a Court Officer and as Magistrate, and these are, generally speaking, people who have a desire to become a police officer and are either going through their early college education or they are awaiting a place at a Police Academy. There have been some really great PSAs over the years who have turned out to be really great officers, it's a great recruitment tool for us and it's oftentimes I've got to think a thankless job when our police officers are bringing into the station, the PSAs are oftentimes dealing with them in a way that none of us could really even imagine, in terms of booking them, processing them. I'm not even sure that they have the ability to make phone calls and things of that nature, all while ensuring that their safety is taken care of as well. So let's thank them all and be appreciative of them.

Councilmember Donovic said he would like to echo Councilman Jolly's words on PSAs. A lot of departments do not have this asset, a police service aide, someone that's inside of the station that is able to assist the police officers with booking procedures, with taking care of phone calls and other things that can maybe alleviate stress for our officers so they can handle calls for service on the road. A lot of times the residents don't know who they're talking to, but it is maybe someone in their early 20's that want to become a police officer. What a great way to recruit potential people to become

police officers and really show them what a law enforcement career is like. So hats off to Chief Caid and the Police Department for recognizing this program and utilizing it to its maximum potential.

President McIntyre stated she wants to put in a plus for the PSA program. If anyone knows any young people who are contemplating a career in law enforcement, they could not do better than applying for a police service aide position. It's a way to get to know the department, get to know law enforcement and put yourself on a track to having the City pay for your Police Academy training and also for your education.

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Civil Service
February 23, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Jillian Emmitt, Personnel Clerk

AGENDA ITEM

REQUEST TO APPROVE THE LIVONIA POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM) ON BEHALF OF ITS AFFILIATE, THE LIVONIA POLICE OFFICERS ASSOCIATION, POLICE SERVICE AIDE UNIT - UNIT B TENTATIVE AGREEMENT: Civil Service Department, for the period of December 1, 2020 through November 30, 2023.

BACKGROUND

At its special Civil Service Commission meeting of February 10, 2021, with Chairperson Roger L. Spence, Commissioners Charlotte S. Mahoney, and James Wenson being present, with minutes to be approved on March 17, 2021, the Civil Service Commission adopted the following resolution:

Upon a motion by Mr. Wenson, seconded by Ms. Mahoney, and unanimously adopted, it was

21-19 RESOLVED, that having reviewed the letter dated February 5, 2021 from Gregory Schultz, Labor Attorney, transmitting the Tentative Agreement between the City of Livonia and the Police Officers Association of Michigan (POAM) on behalf of its Affiliate the Livonia Police Officers Association, Police Service Aide Unit – Unit B for the period of December 1, 2020 through November 30, 2023, the Civil Service Commission does hereby approve the Tentative Agreement and submits same to City Council for their review and consideration.

Attached is a copy of the Tentative Agreement for your review.

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

Thank you for your consideration.

RECOMMENDATION

To approve as submitted.

FISCAL CONSIDERATION

ATTACHMENTS

1. City of Livonia PSA Tentative Agreement for the period December 1, 2020 through November 30, 2023

APPROVED BY



Denise C. Maier, SPHR, Human Resources
Director

Date: February 11, 2021



Michael Slater, Finance Director

Date: February 11, 2021



Paul Bernier, City Attorney

Date: February 11, 2021



Maureen Miller Brosnan, Mayor

Date: February 11, 2021

KELLER THOMA

A PROFESSIONAL CORPORATION

THOMAS L. FLEURY
GARY P. KING
STEVEN H. SCHWARTZ*
LAURI A. READ
GOURI G. SASHITAL
GREGORY T. SCHULTZ
BRIAN M. RICHARDS**
MINDY BARRY***
CHELSEA K. DITZ
ELIZABETH A. YOUNG
KATHRYN E. JONES
NANCY L. NIEMELA

Also admitted in Ohio*
Also admitted in Illinois**
Also admitted in Virginia***

COUNSELORS AT LAW

SUITE 1240
26555 EVERGREEN ROAD
SOUTHFIELD, MI 48076-4255
FAX 313.965.4480
www.kellerthoma.com

GREGORY T. SCHULTZ
DIRECT DIAL 313.965.8928
gts@kellerthoma.com

February 5, 2021

LEONARD A. KELLER
(1905 - 1970)
RICHARD J. THOMA
(1904 - 2001)

RECEIVED
FEB 05 2020
LIVONIA CIVIL SERVICE

Honorable Members, City Council
Honorable Members, Civil Service Commission
City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

Re: City of Livonia and Livonia Police Officers Association (PSA Unit)

Dear City Council and Civil Service Commission Members:

I am pleased to advise you that on February 1, 2021, City and LPOA representatives reached a tentative agreement on a three-year contract for the PSA Unit that is effective from December 1, 2020 through November 30, 2023. LPOA members have ratified the tentative agreement, so all that is needed for formal ratification of the tentative agreement is Civil Service Commission and City Council approval.

I have attached a copy of the February 1, 2020 Tentative Agreement for your review. The following is a summary of the key components of the Tentative Agreement:

1. A three-year agreement from December 1, 2020 to November 30, 2023.
2. Salary increases to all bargaining unit members as follows:

Effective December 1, 2020:	2.5% increase (not retroactive)
Effective December 1, 2021:	3% increase
Effective December 1, 2022:	2% increase
3. Replace current \$900 annual dental reimbursement with new dental insurance plan effective March 1, 2021 with City cost for insurance capped annually (and adjusted each year consistent with annual health insurance adjustments) at \$360 for single coverage, \$684 for two-person coverage and \$1,440 for family coverage.



KELLER THOMA

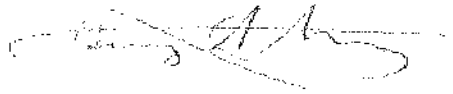
City Council
Civil Service Commission
February 5, 2021
Page 2

4. Replace current optical benefit with new optical insurance plan that includes an employee contribution of 15% of the cost.
5. Change in grievance procedure so that for all grievances, employee must choose between Civil Service Commission and Arbitration. Currently, all non-disciplinary grievances include both the Civil Service Commission and arbitration.
6. \$200 signing bonus paid to all bargaining unit members on the payroll on the date of ratification.
7. Incorporate previously agreed to Memorandum of Understanding on 12-hour shift schedule.

As indicated, the above is a summary of the parties' Tentative Agreement. Please let me know if you have any questions regarding this matter.

Very truly yours,

KELLER THOMA, A PROFESSIONAL CORPORATION



Gregory T. Schultz

GTS/dg

Enclosure

cc: Mayor Maureen Miller Brosnan
Fire Chief Curtis Caid
Ms. Denise Maier
Mr. Michael Slater



JGA 2-5-21
Daniel C. Maurer
(2-5-21)

**Negotiations
between
The City of Livonia
and
Livonia Police Officers Association (POAM)
POLICE SERVICE AIDE UNIT – Unit B**

Tentative Agreement – February 1, 2021

1. Duration – 3 years effective December 1, 2020 through November 30, 2023
2. Article 8, Grievance Procedure – Choice of appeal of grievances to arbitration or Civil Service Commission for all grievances.
3. Article 16, Bereavement Leave – Modify Section 16.1 as follows:

16.1. An Employee shall be allowed up to ten (10) working days as bereavement leave days not to be deducted from sick leave in the event of death of the current spouse, children, or step-children. An Employee shall be allowed up to four (4) working days as bereavement leave days not to be deducted from sick leave for a death in the immediate family, subject to the approval by the Police Chief or his/her designee. Immediate family is defined as follows: Mother, Father, Sister, Stepmother, Stepfather, Sister-in-Law (~~married-to-brother~~), Brother, Brother-in-Law (~~married-to-sister~~), Grandparents of the employee, Mother-in-Law, Father-in-Law, or a member of the employee's household. An employee . . .
4. Article 18, Hospitalization-Medical Coverage –
 - Modify Section 18.11, Optical, as follows:
 - Current plan remains in effect through February 28, 2021.
 - Replace with new optical plan as detailed in exhibit A effective March 1, 2021. Coverage is not mandatory, but there is no benefit for those choosing not to participate.
 - Employee to contribute 15% of the cost.
 - City can replace plan during life of contract with another plan with comparable benefits.
 - Modify Section 18.12, Dental, as follows:
 - Employees may utilize any unused funds in dental account as of December 1, 2020 plus \$225 through February 28, 2021. No further reimbursement will be provided.
 - New dental plan as detailed in Exhibit B effective March 1, 2021. Coverage is not mandatory, but there is no benefit for those choosing not to participate.

- Employee to contribute any cost above following caps which will be increased each year by the same percentage increase in health insurance caps:

Single coverage:	\$360 annual
Two-person coverage:	\$684 annual
Family coverage:	\$1,440 annual

- City can replace plan during life of contract with another plan with comparable benefits.
- Employees who owe the City for dental reimbursement paid in advance will pay back to City as follows:
 - If employee owes \$900 or less, amount owed will be deducted over next year.
 - If employee owes between \$901 and \$1800, amount owed will be deducted over next two years.
 - If employee owes between \$1801 and \$2700, amount owed will be deducted over next three years.
 - If employee owes between \$2701 and \$3600, amount owed will be deducted over next four years.

5. Article 23, Retirement – Modify Section 23.1 as follows:

23.1: The pension provided employees following the first six (6) months of their employment will be a Defined Contribution pension plan with the City contributing an amount equal to 9% of the employee's wages and the employee contributing an amount equal to 4% of the employee's wages, with vesting after four (4) years of employment. The employee is permitted to contribute additional amounts up to the maximum allowed by law. Effective [Date of Ratification], the City's contribution shall be increased to 11%.

6. Article 24, Salary Rates – Modify Section 24.1 as follows:

24.1 The salary rates in effect during the life of this Agreement are set forth in the salary schedule attached hereto as Appendix A and shall be based on the following rate adjustments during the life of this Agreement:

Effective December 1, 2017 <u>2020</u>	2. <u>5</u> % wage increase (<u>not retroactive</u>)
Effective December 1, 2018 <u>2021</u>	3% wage increase
Effective December 1, 2019 <u>2022</u>	2% wage increase

- 7. General – The parties agree to change the work schedule for Police Service Aides to a 12-hour shift as detailed in the attached Memorandum of Understanding.
- 8. One-time signing bonus of \$200 for all employees on the City payroll on the date of ratification.

APPENDIX A
DRAFT

CITY OF LIVONIA
Police Service Aide
2020-2023 Wage Schedule
Effective 12/1/2020

		2.5%			3%			2%		
		2020-2021			2021-2022			2022-2023		
		HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL
POLICE SERVICE AIDE	STEP 1	\$16.49	\$1,319.20	\$34,299.20	\$16.98	\$1,358.40	\$35,318.40	\$17.32	\$1,385.60	\$36,025.60
	STEP 2	\$17.39	\$1,391.20	\$36,171.20	\$17.91	\$1,432.80	\$37,252.80	\$18.27	\$1,461.60	\$38,001.60
	STEP 3	\$18.30	\$1,464.00	\$38,064.00	\$18.85	\$1,508.00	\$39,208.00	\$19.23	\$1,538.40	\$39,998.40
	STEP 4	\$19.20	\$1,536.00	\$39,936.00	\$19.78	\$1,582.40	\$41,142.40	\$20.18	\$1,614.40	\$41,974.40
	STEP 5	\$20.10	\$1,608.00	\$41,808.00	\$20.70	\$1,656.00	\$43,056.00	\$21.11	\$1,688.80	\$43,908.80
	STEP 6	\$21.01	\$1,680.80	\$43,700.80	\$21.64	\$1,731.20	\$45,011.20	\$22.07	\$1,765.60	\$45,905.60
	STEP 7	\$21.92	\$1,753.60	\$45,593.60	\$22.58	\$1,806.40	\$46,966.40	\$23.03	\$1,842.40	\$47,902.40

Progression between steps is six (6) months. At the successful completion of the Police academy employee will be advanced to step 3 if not already at or above step 3.

I:\PERS\SALARY AND WAGE SCHEDULES\LPOA\Draft PSA PayRates 12-1-2020 to 11-30-2023.xls]PSA 12-1-20 - 11-30-2023

9) REQUEST FOR AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LIVONIA AND THE LIVONIA COMMAND OFFICERS ASSOCIATION: Civil Service Department, re: to implement a New Dental and Optical Plan.

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

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Civil Service
February 23, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Jillian Emmitt, Personnel Clerk

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LIVONIA AND THE LIVONIA COMMAND OFFICERS ASSOCIATION: Civil Service Department, re: to implement a New Dental and Optical Plan.

BACKGROUND

Dear Council Members:

At its special Civil Service Commission meeting of February 10, 2021, with Chairperson Roger L. Spence, Commissioners Charlotte S. Mahoney, and James Wenson being present, with minutes to be approved on March 17, 2021, the Civil Service Commission adopted the following resolution:

Upon a motion by Ms. Mahoney, seconded by Mr. Wenson, and unanimously adopted, it was

21-18 RESOLVED, that having reviewed the Memorandum of Understanding dated February 1, 2021 between the City of Livonia and the Livonia Command Officers Association implementing a new dental and optical plan, the Civil Service Commission does hereby approve the Memorandum of Understanding and submits same to City Council for their review and consideration.

Attached is a copy of the Memorandum of Understanding for your review.

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

Thank you for your consideration.

RECOMMENDATION

To approve the Memorandum of Understanding implementing a new dental and optical plan for the Livonia Command Officers Association

FISCAL CONSIDERATION

ATTACHMENTS

1. City of Livonia LCOA Memorandum of Understanding for Implementing a New Dental and

Optical Plan

APPROVED BY



Date: February 11, 2021

Denise C. Maier, SPHR, Human Resources
Director



Date: February 11, 2021

Michael Slater, Finance Director



Date: February 11, 2021

Paul Bernier, City Attorney



Date: February 11, 2021

Maureen Miller Brosnan, Mayor

**MEMORANDUM OF UNDERSTANDING
BETWEEN
The City of Livonia
and
Livonia Command Officers Association (LCOA)
February 1, 2021**

W. Tyree
Samuel
Denise C. Maier
Michael Mockridge
IT Union

THIS LETTER OF AGREEMENT is entered into by and between the City of Livonia ("City") and Livonia Command Officers Association (LCOA) ("Union").

WHEREAS, the parties discussed implementation of a new dental insurance plan;

Employees may utilize any unused funds in dental account as of December 1, 2020 plus \$225 through February 28, 2021. No further reimbursement will be provided.

- New dental plan as detailed in the attached effective March 1, 2021. Coverage is not mandatory, but there is no benefit for those choosing not to participate.
- Employee to contribute **any cost above the following caps** which will be increased each year by the same percentage increase in health insurance caps:

Single coverage:	\$360 annual
Two-person coverage:	\$684 annual
Family coverage:	\$1,440 annual

- City can replace plan during life of contract with another plan with comparable benefits.
- Employees who owe the City for dental reimbursement paid in advance will pay back to City as follows:
 - If employee owes \$900 or less, amount owed will be deducted over next year.
 - If employee owes between \$901 and \$1800, amount owed will be deducted over next two years.
 - If employee owes between \$1801 and \$2700, amount owed will be deducted over next three years.
 - If employee owes between \$2701 and \$3600, amount owed will be deducted over next four years.

IN WITNESS HEREOF, the parties have executed in duplicate originals this Letter of Understanding as of this _____th day of February 2021.

CITY OF LIVONIA

LIVONIA COMMAND OFFICERS
ASSOCIATION

By: _____
MAUREEN MILLER BROSNAN

By: _____
WILLIAM TYREE

Its: Mayor

Its: President

By: _____
DENISE C. MAIER
Its: Human Resources Director

By: _____
MICHAEL MOCKERIDGE
Its: Vice President

Dental Insurance Cost Estimate

Citywide Estimate

Coverage	Monthly Cost (1)	Annual Cost	Participants (2)	Total Cost	Monthly EE Copay	Annual Copay	Total Copay	Total Cost After Copay	Monthly Cap (1)	Annual Cap	Participants (2)
1 person	32.93	395.16	161	63,620.76	(2.93)	(35.16)	(5,660.76)	57,960.00	30.00	360.00	161
2 person	63.05	756.60	90	68,094.00	(6.05)	(72.60)	(6,534.00)	61,560.00	57.00	684.00	90
Family	127.98	1,535.76	198	304,080.48	(7.98)	(95.76)	(18,960.48)	285,120.00	120.00	1,440.00	198
Total			449	435,795.24			(31,155.24)	404,640.00			449
	Average Cost			970.59		900		901.20	Average Cost		

(1) - Cost per estimate from MMA for Delta Dental coverage

(2) - Participant Count based on medical benefit coverage as of 3/1/2020. Does not include opt-outs.

Delta Dental of Michigan Proposal for City of Livonia Police



157265 - Single Option Active PPO and Premier High Plan Delta Dental PPO (Point-of-Service) Plan Pays

HIGHLIGHTS

Coverage effective January 01, 2021

	Delta Dental PPO Dentist	Delta Dental Premier Dentist	Non- participating Dentist*
Diagnostic & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%
Sealants - to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services - fillings and crown repair	80%	80%	80%
Endodontic Services - root canals	80%	80%	80%
Periodontic Services - to treat gum disease	80%	80%	80%
Oral Surgery Services - extractions and dental surgery	80%	80%	80%
Other Basic Services - misc. services	80%	80%	80%
Relines and Repairs - to prosthetic appliances	80%	80%	80%
Major Services			
Major Restorative Services - crowns	50%	50%	50%
Prosthodontic Services - bridges, implants, and dentures	50%	50%	50%
Orthodontics			
Orthodontic Services - braces	50%	50%	50%
Orthodontic Age Limit	19	19	19

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges or Delta Dental approves and you are responsible for that difference.

Maximum Payment - Delta Dental's payment will not exceed the higher amount shown in any benefit period or lifetime.

PPO and Premier Dentist : \$1,500 per person total per calendar year on Diagnostic & Preventive, Basic Services and Major Services. \$1,750 per person total per lifetime on Orthodontics.

Nonparticipating Dentist : \$750 per person total per calendar year on Diagnostic & Preventive, Basic Services and Major Services. \$1,250 per person total per lifetime on Orthodontics.

Deductible

PPO and Premier Dentist - None.

Nonparticipating Dentist - \$50 deductible per person total per calendar year limited to a maximum deductible of \$150 per family per calendar year. The deductible does not apply to Diagnostic & Preventive and Orthodontics.

Join Michigan's largest dental benefits family!

As a client of Delta Dental of Michigan, your employees will have access to the nation's largest dental networks: Delta Dental PPO and Delta Dental Premier. With 4 out of 5 dentists participating nationwide, these two networks provide superior access to care as well as reduced fees through our agreements with participating dentists. Lower claims costs mean lower rates! Plus, your employees cannot be balance billed - giving them added savings. Enrollees can visit nonparticipating dentists, but they can be balance billed and may have to pay more.

Online Access

Our HIPAA compliant e-commerce capabilities let benefit managers and enrollees conduct business securely over the Internet. Benefit managers can update eligibility in real time, even while your employee is at the dentist. Your members can find a participating dentist, check benefits, select paperless notices, review claims and amounts used toward maximums or deductibles, print ID cards, and more at their convenience using our Consumer Toolkit.

Quick and Accurate

We process and pay 90% of claims within 10 days with 99% accuracy - just another reason why we retain nearly 99% of our subscribers each year and 96% of our client groups renew their dental benefits with Delta Dental.

Questions?

If you have questions, call our Sales team at 877-335-8264.



How Delta Dental coordinates benefits

Coordination of Benefits (COB) is a procedure for paying health care expenses when people are covered by more than one plan (such as a husband and wife who both have health care coverage through their respective employers). The goal of COB is to make sure the combined payments of the plans does not exceed the amount of your actual bills.

How does Delta Dental decide which plan pays as primary?

Delta Dental follows rules established by state law to decide which plan pays first (primary) and how much the other plan must pay. Refer to your Dental Care Certificate for further details on your state's rules to determine which plan pays as primary.

How does Delta Dental pay as the primary plan?

When Delta Dental is the primary plan, we pay the full benefit allowed by your contract as if you had no other coverage.

What is standard COB?

Standard COB is when the secondary plan payment is based on the balance left after the primary has paid, but does not exceed the amount it would have paid as primary or the total amount of the claim. For example, Bob and Sarah Johnson both have dental coverage. Due to their state's law, Bob's plan pays as primary and Sarah's plan pays as secondary. Bob had a cleaning on his last visit to the dentist. Standard COB is as follows:

Procedure:	Sample allowed amount:	Bob's plan is primary--- pays 80 percent:	Sarah's plan is secondary--- pays remainder:
Cleaning	\$100	\$80	\$20

Because Bob's plan is primary, his plan pays first and Sarah's plan pays as secondary or second. Bob's plan pays \$80 (80 percent of \$100) and Sarah's plan pays the remainder, or \$20 (does not exceed amount we would have paid as primary).

What is carve-out COB?

The carve-out (or non-duplication) method of coordinating benefits can be selected by your group as an alternative to standard COB for members who are covered under more than one dental plan. With carve-out COB if you or a member of your family have another dental plan and that plan is primary to your employer's dental plan (in other words, it pays first), our payment for covered services will equal the amount payable under your employer's dental plan **minus the amount paid by the other dental plan.**



Your Benefits, at Your Fingertips!

The Delta Dental Mobile App helps you get the most out of your dental benefits anytime, anywhere. Use the dentist search or toothbrush timer without logging in, or enter your username and password to securely access your personal benefit information or estimate your dental care costs.

» Coverage and claims information

See your plan type, benefit levels, deductibles, maximums and more. Check the status of recent dental claims. Add your dependents to your account to be able to access the whole family's coverage in one spot.

» Dental Care Cost Estimator

This easy-to-use tool provides estimated cost ranges on common dental care needs for dentists in your area. You can even select your dentist for tailored cost estimates.

» Dentist search

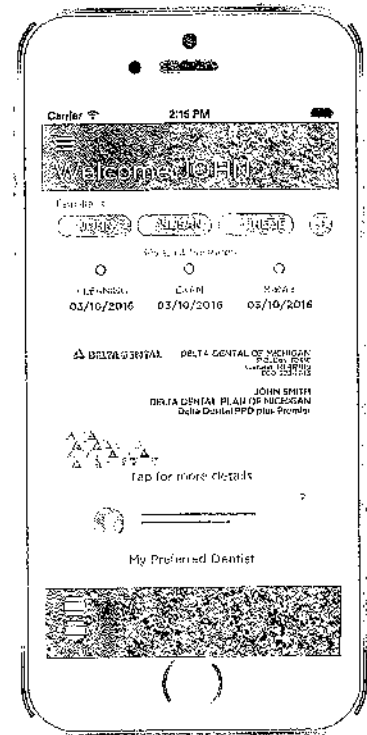
It's easy to find a participating dentist near you! Search and compare dental offices to find one that suits your needs. Narrow the list with criteria like 'language spoken' and 'specialty.' After you choose a dentist, you can save the contact information and get directions.

» Mobile ID card

There's no longer a need to carry a paper ID card. Simply show the dentist's office your mobile ID card right on your screen. Easily save it to your device for quick access using Apple Passbook or Google Wallet.

» Toothbrush timer

Keep up with your oral health routine by using this handy tool. Our timer counts down for two minutes while reminding you to brush each tooth.



Get started

Delta Dental's free app is optimized for iOS (Apple) and Android devices. To download our app on your device, visit the App Store (Apple) or Google Play (Android) and search for Delta Dental. Or, scan the QR code at right.



Scan QR
code to download app

Login for secure access

Delta Dental subscribers can login using their username and password to securely login to www.deltadental.com. If you have not registered for an account yet, visit www.deltadental.com/consumertools and click 'Sign Up'. If you've forgotten your username or password, visit www.deltadental.com/consumertools and click 'Forgot'. You must login each time you access the secure portion of the app. No personal health information is ever stored on your device.

© 2016 Delta Dental. All rights reserved. Delta Dental is a registered trademark of Delta Dental. All other trademarks are the property of their respective owners.

Optical Insurance Cost Estimate
Citywide Estimate

Coverage	Monthly Cost (1)	Annual Cost	Participants (2)	Total Cost	Monthly EE Copay 15%	Annual Copay	Total Copay	Total Cost After Copay
1 person	7.49	89.88	161	14,470.68	(1.12)	(13.48)	(2,170.60)	12,300.08
2 person	14.23	170.76	90	15,368.40	(2.13)	(25.61)	(2,305.26)	13,063.14
Family	20.90	250.80	<u>198</u>	<u>49,658.40</u>	(3.14)	(37.62)	<u>(7,448.76)</u>	<u>42,209.64</u>
Total			449	79,497.48			(11,924.62)	67,572.86
	Average Cost			177.05				150.50

(1) - Cost per estimate from MMA for Delta Dental coverage

(2) - Participant Count based on medical benefit coverage as of 3/1/2020. Does not include opt-outs.



City of Livonia

SUMMARY OF BENEFITS

VISION CARE SERVICES	IN-NETWORK MEMBER COST	OUT-OF-NETWORK MEMBER REIMBURSEMENT
EXAM SERVICES		
Exam at PLUS Provider	\$0 copay	Up to \$40
Exam	\$5 copay	Up to \$40
Retinal Imaging	Up to \$39	Not covered
CONTACT LENS FIT AND FOLLOW-UP		
Fit & Follow-up - Standard	Up to \$40; contact lens fit and two follow-up visits	Not covered
Fit & Follow-up - Premium	10% off retail price	Not covered
FRAME		
Frame at PLUS Provider	\$0 copay; 20% off balance over \$170 allowance	Up to \$84
Frame	\$0 copay; 20% off balance over \$120 allowance	Up to \$84
STANDARD PLASTIC LENSES		
Single Vision	\$10 copay	Up to \$30
Bifocal	\$10 copay	Up to \$50
Trifocal	\$10 copay	Up to \$70
Lenticular	\$10 copay	Up to \$70
Progressive - Standard	\$65 copay	Up to \$50
Progressive - Premium Tier 1 - 4	\$95 - 185 copay	Up to \$50
LENS OPTIONS		
Anti Reflective Coating - Standard	\$45 copay	Up to \$5
Anti Reflective Coating - Premium Tier 1 - 3	\$57 - 85 copay	Up to \$5
Photochromic - Non-Glass	\$75	Not covered
Polycarbonate - Standard	\$40	Not covered
Scratch Coating - Standard Plastic	\$15	Not covered
Tint - Solid or Gradient	\$15	Not covered
UV Treatment	\$15	Not covered
All Other Lens Options	20% off retail price	Not covered
CONTACT LENSES		
Contacts - Conventional	\$0 copay; 15% off balance over \$120 allowance	Up to \$84
Contacts - Disposable	\$0 copay; 100% of balance over \$120 allowance	Up to \$84
Contacts - Medically Necessary	\$0 copay; paid-in-full	Up to \$210
OTHER		
Hearing Care from Amplifon Network	Discounts on hearing exam and aids; call 1.877.203.0875	Not covered
Lasik or PRK from U.S. Laser Network	15% off retail or 5% off promo price; call 1.800.988.4221	Not covered
FREQUENCY		
	ALLOWED FREQUENCY - ADULTS	ALLOWED FREQUENCY - KIDS
Exam	Once every plan year	Once every plan year
Frame	Once every plan year	Once every plan year
Lenses	Once every plan year	Once every plan year
Contacts Lenses	Once every plan year	Once every plan year
(Plan allows member to receive either contacts and frame, or frame and lens services)		

OL-0000035014

EyeMed reserves the right to make changes to the products available on each tier. All providers are not required to carry all brands on all tiers. For current listing of brands by tier, call 866-939-3633. No benefits will be paid for services or materials connected with or charges arising from: medical or surgical treatment, services or supplies for the treatment of the eye, eyes or supporting structures; Refraction, when not provided as part of a Comprehensive Eye Examination; services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; any Vision Examination or any corrective Vision Materials required by a Policyholder as a condition of employment; safety eyewear; solutions, cleaning products or frame cases; non-prescription sunglasses; plano (non-prescription) lenses; plano (non-prescription) contact lenses; two pair of glasses in lieu of bifocals; electronic vision devices; services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; or lost or broken lenses, frames, glasses, or contact lenses that are replaced before the next Benefit Frequency when Vision Materials would next become available. Fees charged by a Provider for services other than a covered benefit and any local, state or Federal taxes must be paid in full by the Insured Person to the Provider. Such fees, taxes or materials are not covered under the Policy. Allowances provide no remaining balance for future use within the same Benefit Frequency. Some provisions, benefits, exclusions or limitations listed herein may vary by state. Plan discounts cannot be combined with any other discounts or promotional offers. In certain states members may be required to pay the full retail rate and not the negotiated discount rate with certain participating providers. Please see online provider locator to determine which participating providers have agreed to the discounted rate.

Save even more
with PLUS Providers

\$50

Additional frame
allowance from
PLUS Providers*

*Compared to \$ frame
allowance at other EyeMed
in-network providers

Find an eye doctor
(Insight Network)

- eyemed.com
- EyeMed Members App
- For LASIK, call
1.800.988.4221

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 22, 2021**

Meeting was called to order via Zoom remote technology at 8:41 p.m. by President Kathleen McIntyre. Present: Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

10) AWARD OF BID: Livonia Housing Commission, re: for the installation of an accessible pathway at Greenwood Park under the 2020-2021 Community Development Block Grant Program.

Brandie Isaacson, Director of Housing, presented this request to Council. She stated she is here to request the approval to award the bid to Best Asphalt, Inc. On February 2nd, the Parks and Rec Department received four quotes or four bids for the paving for a pedestrian accessible pathway to the play structure at Greenwood Park. This activity has already been approved and budgeted through the 2020/2021 Community Development Park Grant and therefore we would just like to move forward to award the contract to Best Asphalt.

Councilmember McCullough stated this item is another way to look at the commitment for our parks and in general, trying to make things more accessible for our citizens. And hats off to putting to good use of the Community Development Block Grant and applauds the efforts, between this item and the next item, are wonderful. He then offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Housing
February 23, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Brandie Isaacson, Director of Housing

AGENDA ITEM

AWARD OF BID: Livonia Housing Commission, re: for the installation of an accessible pathway at Greenwood Park under the 2020-2021 Community Development Block Grant Program.

BACKGROUND

In conjunction with Housing and Engineering, the Department of Parks and Recreation received bids for the construction of an accessible path for the playground at Greenwood Park. The project's scope includes an 8-foot wide asphalt path from the sidewalk on Lancaster Ave to the playground installed in 2020. This project continues our goal of improving accessibility to our parks and amenities.

The Engineering Department prepared specifications. An advertisement for bids was placed Sunday, January 17, 2021, on the MITN website. Four (4) bids were received and opened in the Bid Committee's presence at 2 p.m. on February 2, 2021.

Best Asphalt, Inc.	\$28,690.00
Nagle Paving Company	\$36,250.00
Genoa Contracting, LLC	\$41,875.00
Asphalt Specialists, Inc.	\$47,025.00

RECOMMENDATION

We ask Council to award the project to the low bidder, Best Asphalt, Inc. 6334 N. Beverly Plaza, Romulus, MI 48174, for a total of \$28,690.00. Following a review of the submittals and references, we have determined the bid meets our specifications. Their Form of Proposal is attached for your review.

FISCAL CONSIDERATION

238-800-818-681 2020-2021 CDBG Project: Neighborhood Revitalization

ATTACHMENTS

1. Greenwood Park Path Bid Summary
2. Best Asphalt Bid Greenwood Park
3. Greenwood Park Path Site Plan

4. Greenwood 1 Photo
5. Greenwood 2 Photo
6. Greenwood 3 Photo
7. Greenwood 4 Photo

APPROVED BY



Brandie Isaacson, Director of
Housing

Date: February 10, 2021



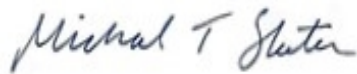
Todd Zilincik, P.E., City Engineer

Date: February 11, 2021



Ted Davis, CPRP, Directory of Parks

Date: February 11, 2021



Michael Slater, Finance Director

Date: February 11, 2021



Paul Bernier, City Attorney

Date: February 11, 2021



Maureen Miller Brosnan, Mayor

Date: February 11, 2021

Greenwood Park Asphalt Path Paving Project

Bid Summary – Tuesday, February 2, 2021

1. Best Asphalt, Inc.	\$ 28,690.00*
	(\$26,190.00 as-read)
2. Nagle Paving Company	\$ 36,250.00
3. Genoa Contracting, LLC	\$ 41,875.00
4. Asphalt Specialists, Inc.	\$ 47,025.00

*Total as Corrected by Engineering Dept.

Note:

Nagle Paving is entitled to a 3% bidders preference due to being a City of Livonia based Contractor. The preferred bidders total is \$35,162.50, which does not change the finishing order of the bids.

FORM OF PROPOSAL

for

GREENWOOD PARK ASPHALT PATH PAVING PROJECT

Bid of Best Asphalt, Inc. hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as Best Asphalt, Inc.*.

* Insert as applicable: "a corporation", "a partnership" or "an individual"

TO THE CITY OF LIVONIA, MICHIGAN, hereinafter called OWNER:

The undersigned as Bidder hereby declares: that this Bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that the Bidder has read and examined the Notice to Bidders, Instructions to Bidders, Bid, General Conditions, Supplementary Conditions, Agreement, Forms of Proposal, Bond, Specifications and Drawings, as prepared by the ENGINEER, and understands all of the same; that the Bidder or its representative has made personal investigation at the site and has become fully familiar with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and construction equipment necessary for the construction of the Project and performing related work in full accordance with the aforesaid Contract Documents, including any and all Addenda officially issued, their receipt of which is hereby acknowledged:

Addendum No. _____

Addendum Date _____

The Contract will be awarded to the lowest responsive, responsible Bidder based on the unit prices for all Work specified.

The Bidder agrees to complete the Project for the following unit prices:

Item No.	Item Description	Qty	Unit	Unit Price (\$)	Total Price (\$)
1	Mobilization	1	l.s.	\$ 1,800-	\$ 1,800-
2	Excavation	95	c.y.	\$ 41-	\$ 3,895-
3	Place 21AA Crushed Concrete Base (C.I.P.) 10' Wide, 6" Thick	65	c.y.	\$ 63-	\$ 4,095-
4	Place 10' x 20', 4" Thick Concrete Pad	25	s.y.	\$ 80-	\$ 2,000-
5	Place 3" Thick HMA (1100T, 36A) 8' Wide Pedestrian Path	45	tons	\$ 220-	\$ 9,900-
6	Restoration (Includes 3" Top-Soil, Seed, Mulch and Fertilizer)	150	s.y.	\$ 20-	\$ 3,000-
7	Inspector Days (based on 8 hrs/day) (minimum 8 days)	3	days	\$ 500.00	\$ 1,500
TOTAL ESTIMATE				\$	26,190

If the foregoing Bid shall be accepted by the OWNER, the undersigned agrees to enter into the attached form of Agreement within ten (10) days after receiving notice of such acceptance, will furnish the OWNER satisfactory bonds and certificates of insurance coverage, and will complete the Project, at the price and within the time stated in this Bid.

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence immediately after the Contract has been awarded, the Agreement executed, and a Notice to Proceed received. **The undersigned shall complete the Work to Substantial Completion within 45 days of notice to proceed, and to Final Completion within 60 days of notice to proceed.** Substantial completion shall be met when all the pathways are open for use by the public. Final completion shall be met when all restoration items and punch-list work items have been completed.

The undersigned attaches hereto its Bid security, as required by the Notice to Bidders and Instructions to Bidders. The undersigned agrees that in case it shall fail to fulfill its obligations under the foregoing Bid, and/or shall fail to furnish bonds, as specified, the OWNER may, at its option determine that the undersigned has abandoned its rights and interests in such Contract and that its Bid security accompanying its Bid; has been forfeited to the said OWNER, but otherwise the Bid security shall be returned to the undersigned upon the execution of the Contract and the acceptance of the bonds.

The undersigned also agrees that for each and every calendar day that he may be in default of Substantial Completion of the Work, within the time specified in this Bid, the OWNER will suffer a damage of **Two Hundred and Fifty dollars (\$250.00)** per day, and said OWNER shall be compensated therefore at the rate as liquidated damages in accordance with the Agreement.

In submitting this Bid, it is understood that the right is reserved by the OWNER to accept any bid, to reject any or all Bids, and to waive irregularities in bidding in the interest of the OWNER.

SUBMITTED on February 2, 2021
Date*

BY: Best Asphalt, Inc.
Name of Bidder*

6334 N. Beverly Plaza
Street*


Signature

Romulus, MI 48174
City, State, ZIP*

Phil Nichols, Vice President
Name and Title of Signatory*

734-729-9440
Telephone Number*

734-729-6414
Facsimile Number*

*Typed or printed in ink.

Form of Proposal and all other bid documents to be submitted electronically following the instructions provided in the "Notice to Bidders" and "Instruction to Bidders" sections.

STATEMENT OF QUALIFICATIONS

Bidder must answer all questions. If more space is needed to complete a question, attach a separate sheet. Bidder may submit any additional information.

Name:	Best Asphalt, Inc.	
Address:	6334 N. Beverly Plaza	Phone: 734-729-9440
	Romulus, MI 48174	

Number of years operating under your present name: 48

General nature of work performed by your company: Asphalt Paving, Earthwork & Site Utilities

Background and experience of the principal members of your organization including officers:

Charles Stefanko, President	52 Years
Phil Nichols, Vice President	30 Years

Major equipment available for this contract: _____

2 Loaders, 4 Excavators, 3 Pavers

4 Dozers, 5 Rollers

STATEMENT OF QUALIFICATIONS

PROJECT REFERENCES

List similar projects completed within the last (3) years:

Project Title: See attached Reference List

Client: _____

Contact Person: _____ Phone: _____

Contract Amount: _____

Start Date: _____ Completion Date: _____

Project Description: _____

Project Title: _____

Client: _____

Contact Person: _____ Phone: _____

Contract Amount: _____

Start Date: _____ Completion Date: _____

Project Description: _____

STATEMENT OF QUALIFICATIONS

Project Title: _____

Client: _____

Contact Person: _____ Phone: _____

Contract Amount: _____

Start Date: _____ Completion Date: _____

Project Description: _____

Project Title: _____

Client: _____

Contact Person: _____ Phone: _____

Contract Amount: _____

Start Date: _____ Completion Date: _____

Project Description: _____

Form Completed by: Phil Nichols, Vice President
Name - Title


Signature

2/2/2021
Date

Best Asphalt, Inc. Reference List

Barton Malow Stephanie Buhagiar 248-763-6232	Gibraltar Schools BP # 6	661,000.00
Clark Construction Andrew Holewinski 248-234-2772	Warren Schools Earthwork & Utilities	752,000.00
McCarthy & Smith Doug Chase 248-427-8400	Trenton Schools Arthurs Middle School	341,000.00
McCarthy & Smith Kevin Ingle 248-921-9363	Plymouth Canton Schools BP 21	163,000.00
McCarthy & Smith Kevin Ingle 248-921-9363	Plymouth Canton Schools BP 19	\$520,000.00
Northville Schools Steve Banchemo 248-231-9879	Northville Schools Winchester / Amerman	\$362,000.00

SUBCONTRACTOR LIST

ITEM

NAME, ADDRESS & PHONE # OF CONTRACTOR

Earthwork

Best Asphalt

Phone:

Concrete

TBD

Phone:

Restoration Items

TBD

Phone:

WESTFIELD INSURANCE COMPANY

Westfield Center, Ohio 44251-5001

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Best Asphalt Inc
6334 N Beverly Plaza, Romulus, MI 48174

as Principal, hereinafter called the Principal, and Westfield Insurance Company, Westfield Center,
Ohio 44251

a corporation duly organized under the laws of the State of Ohio
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Livonia
33000 Civic Center Dr, Livonia, MI 48154

as Obligor, hereinafter called the Obligor, in the sum of Five Percent of Accompanying Bid -----
Dollars (5%),

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

WHEREAS, the Principal has submitted a bid for Greenwood Park Asphalt Path Paving

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

Signed and sealed this 2nd day of February, 2021.

Best Asphalt Inc

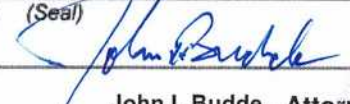
(Principal) (Seal)

By: 

Phil Nichols, Vice President (Title)

Westfield Insurance Company

(Surety) (Seal)



John L Budde, Attorney-in-Fact (Title)

Printed in cooperation with the American Institute of Architects (AIA) by the Westfield Insurance Company. The language in this
document conforms exactly to the language used in AIA Document A310, February 1970 edition.

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
T. J. GRIFFIN, T. L. YOUNG, WILLIAM A. PIRRET, STEVEN K. BRANDON, JOHN L. BUDDE, SUSAN L. SMALL, TERENCE J. GRIFFIN, JOINTLY OR SEVERALLY

of **FARMINGTON HILLS** and State of **MI** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **07th** day of **MAY** A.D., 2014.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **07th** day of **MAY** A.D., 2014, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

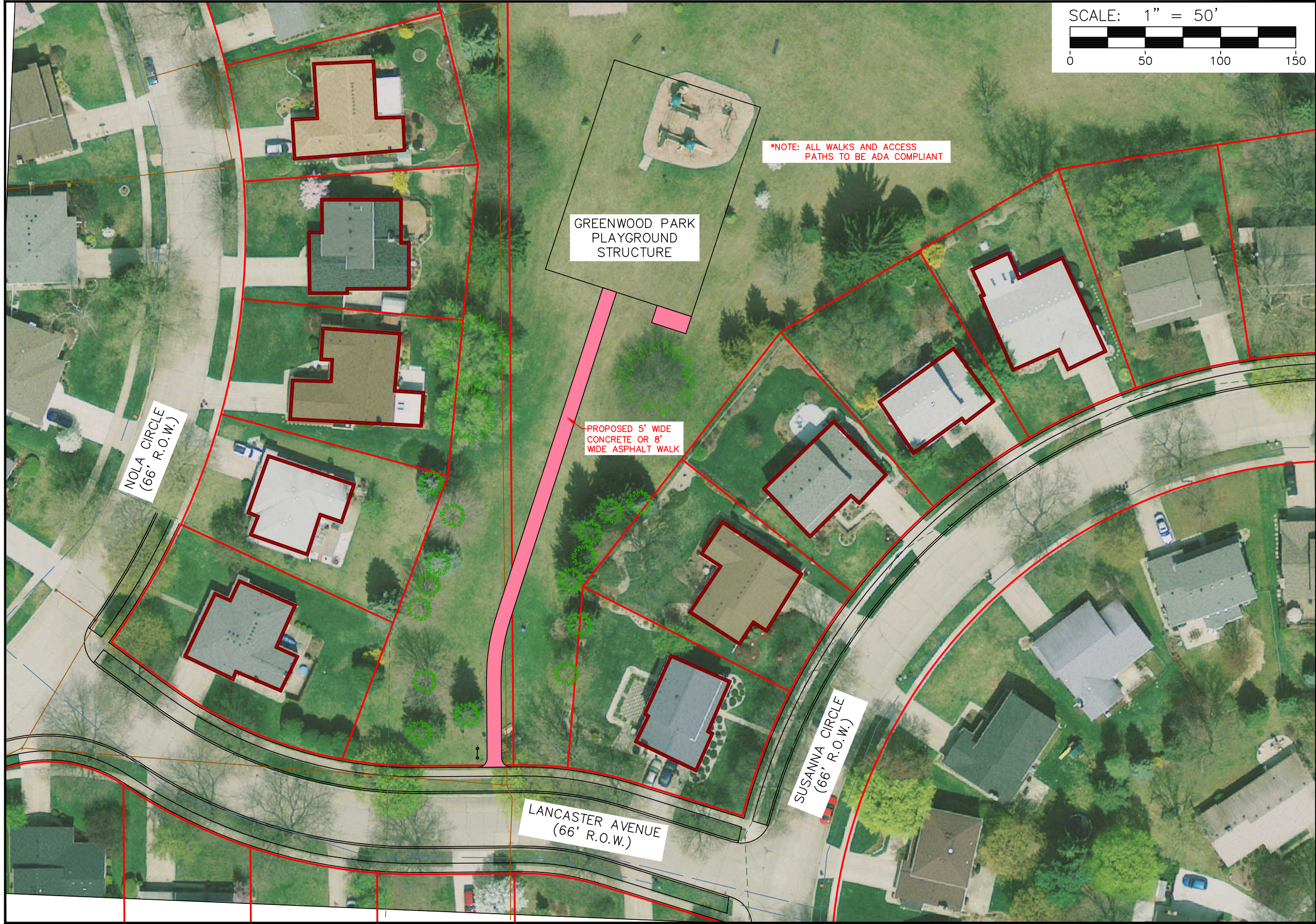
State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **2nd** day of **February** A.D., 2021.



Frank A. Carrino, Secretary



CITY OF LIVONIA
Department of Public Works, Engineering Division
33000 Civic Center Drive
Livonia, Michigan 48154
(734) 466-2570, (734) 466-2195 Fax

Greenwood Park Improvements
Proposed Access Walk
Lancaster Avenue west of Susanna Circle

JOB #:
DATE: 10/14/20
SHEET 1 OF 1
CADD: dwl
Proposed Asphalt Path 10-14-20.dwg









**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 22, 2021**

Meeting was called to order via Zoom remote technology at 8:41 p.m. by President Kathleen McIntyre. Present: Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

11) AWARD OF BID: Livonia Housing Commission, re: for the installation of accessible pathways at Dover Park under the 2020-2021 Community Development Block Grant Program.

Brandie Isaacson, Director of Housing, presented this request to Council. She stated on February 2nd they received eleven bids to install three pathways in Dover Park. Again, this was just creating an accessible pathway for individuals who might be physically disabled to use the play structure. They are asking Council for approval to award the contract to KD Cement in the amount of \$33,435.50.

Councilmember McCullough stated again this is a great opportunity to make our parks more accessible and it's a great step forward. It's crazy the amount of bidders in these times, I think there was eleven, so that is obviously showing what the market looks like. He then offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Housing
February 23, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Brandie Isaacson, Director of Housing

AGENDA ITEM

AWARD OF BID: Livonia Housing Commission, re: for the installation of accessible pathways at Dover Park under the 2020-2021 Community Development Block Grant Program.

BACKGROUND

In conjunction with Housing and Engineering, the Department of Parks and Recreation received bids for constructing accessible paths for the playground at Dover Park. The project's scope includes 5-foot wide concrete walks from the three pedestrian access points into the park. This project continues our goal of improving accessibility to our parks and amenities.

The Engineering Department prepared specifications. An advertisement for bids was placed Sunday, January 17, 2021, on the MITN website. Eleven (11) bids were received and opened in the Bid Committee's presence at 2 p.m. on February 2, 2021.

For Council's review is the bid tabulation:

K.D. Cement	\$33,445.50
Great Lakes Infrastructure	\$38,671.50
KMI Road Maintenance, LLC	\$39,910.15
GM & Sons	\$40,445.00
Premier Group Associates, LLC	\$43,985.00
Great Lakes Contracting Solutions, LLC	\$48,065.00
Winstar Contracting, LLC	\$48,850.00
JSS – Macomb, LLC	\$53,513.53
Mid-American Gunite	\$56,993.85
Genoa Contracting, LLC	\$57,170.00
Lacaria Concrete Construction	\$66,545.00

RECOMMENDATION

We ask Council to award the project to the low bidder, K.D. Cement, 3250 New Farm Court #6, Commerce Twp., MI 48390, for a total of \$33,445.50. Following a review of the submittals and references, we have determined the bid meets our specifications. Their Form of Proposal is attached for your review.

FISCAL CONSIDERATION

ATTACHMENTS

1. Bid Summary - Dover Park
2. KD Cement Bid Dover Park
3. Dover Park Path Site Plan
4. Dover East Photo
5. Dover North Photo
6. Dover South Photo
7. Dover West Photo

APPROVED BY



Brandie Isaacson, Director of
Housing

Date: February 10, 2021



Todd Zilincik, P.E., City Engineer

Date: February 11, 2021



Ted Davis, CPRP, Directory of Parks

Date: February 11, 2021



Michael Slater, Finance Director

Date: February 11, 2021



Paul Bernier, City Attorney

Date: February 11, 2021



Maureen Miller Brosnan, Mayor

Date: February 11, 2021

Dover Park Concrete Pathway Installation Project

Bid Summary – Tuesday, February 2, 2021

1. K.D. Cement	\$ 33,445.50*
	(\$31,945.50 as-read)
2. Great Lakes Infrastructure	\$ 38,671.50
3. KMI Road Maintenance, LLC	\$ 39,910.15*
	(\$36,410.15 as-read)
4. GM & Sons	\$ 40,445.00
5. Premier Group Associates, LLC	\$ 43,985.00*
	(\$41,985.00 as-read)
6. Great Lakes Contracting Solutions, LLC	\$ 48,065.00
7. Winstar Contracting, LLC	\$ 48,850.00
8. JSS – Macomb, LLC	\$ 53,513.53
9. Mid-American Gunite	\$ 56,993.85*
	(\$54,000.05 as-read)
10. Genoa Contracting, LLC	\$ 57,170.00
11. Lacaria Concrete Construction	\$ 66,545.00

*Total as Corrected by Engineering Dept.

FORM OF PROPOSAL

for

DOVER PARK CONCRETE PATHWAY INSTALLATION PROJECT

Bid of K.D.Cement hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as LLC *.

* Insert as applicable: "a corporation", "a partnership" or "an individual"

TO THE CITY OF LIVONIA, MICHIGAN, hereinafter called OWNER:

The undersigned as Bidder hereby declares: that this Bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that the Bidder has read and examined the Notice to Bidders, Instructions to Bidders, Bid, General Conditions, Supplementary Conditions, Agreement, Forms of Proposal, Bond, Specifications and Drawings, as prepared by the ENGINEER, and understands all of the same; that the Bidder or its representative has made personal investigation at the site and has become fully familiar with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and construction equipment necessary for the construction of the Project and performing related work in full accordance with the aforesaid Contract Documents, including any and all Addenda officially issued, their receipt of which is hereby acknowledged:

Addendum No. _____

Addendum Date _____

The Contract will be awarded to the lowest responsive, responsible Bidder based on the unit prices for all Work specified.

The Bidder agrees to complete the Project for the following unit prices:

Item No.	Item Description	Qty	Unit	Unit Price (\$)	Total Price (\$)
1	Mobilization	1	l.s.	\$ 1,800	\$ 1,800
2	Remove Existing 4' Concrete Sidewalk	255	s.y.	\$ 13.50	\$ 3,442.50
3	Excavation (6' wide x 10" deep)	65	c.y.	\$ 30	\$ 1,950
4	Place 21AA Crushed Concrete Base (C.I.P.) 6' Wide, 6" Thick	40	c.y.	\$ 43.20	\$ 1,728
5	Place 4" Thick - 5' Wide Concrete Sidewalk	310	s.y.	\$ 45	\$ 13,950
6	Restoration (Includes 3" Top-Soil, Seed, Mulch and Fertilizer)	325	s.y.	\$ 17	\$ 5,525
7	Place Removable Bollards	3	ea.	\$ 350	\$ 1,050
8	Inspector Days (based on 8 hrs/day) (minimum 8 days)	5	days	\$ 500.00	\$ 2,500
TOTAL ESTIMATE				\$ 31,945.50	

Bond No.: B 1240972

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

**AIA Document A310
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we
K D Cement LLC

3250 New Farm Ct Suite 6 Commerce Twp, MI 48390-1702

(Here insert full name and address or legal title of contractor)

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

a corporation duly organized under the laws of the State of New Jersey
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Livonia

33000 Civic Center Dr Livonia, MI 48154

(Here insert full name and address or legal title of owner)

as Obligor, hereinafter called the Obligor, in the sum of

5 % Percent of the Total Bid

(\$ 5 % Percent)

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

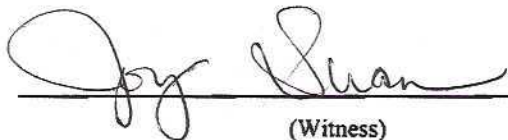
WHEREAS, the Principal has submitted a bid for

Dover Park, remove and replace concrete pathway

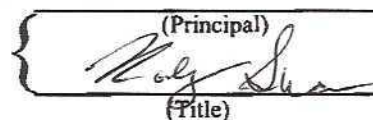
(Here insert full name and address and description of project)

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

Signed and Sealed this **1st** day of **February** **2021**

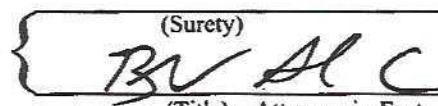

(Witness)

K D Cement LLC

{  (Principal) (Seal)
(Title)


(Witness)

SELECTIVE INSURANCE COMPANY OF AMERICA

{  (Surety) (Seal)
(Title) Attorney-in-Fact
Brian St. Charles

"Printed in cooperation with the American Institute of Architects (AIA) by the Selective Insurance Company of America. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition."

**AIA DOCUMENT A310•BID BOND•AIA © • FEBRUARY 1970 ED•THE AMERICAN
INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006**

B-203 (12/92)

SELECTIVE

BE UNIQUELY INSURED™

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

Bond No. B 1240972

POWER OF ATTORNEY

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

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

does hereby appoint **Brian St. Charles**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: \$500,000.00

Signed this 1st day of February, 2021

SELECTIVE INSURANCE COMPANY OF AMERICA

By:


Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



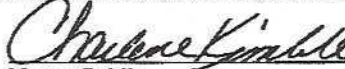
STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 1st day of February, 2021 before me, the undersigned officer, personally appeared **Brian C. Sarisky**, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA. BCI240972

Charlene Kimble
Notary Public of New Jersey
My Commission Expires 6/2/2021


Notary Public



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

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

CERTIFICATION

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

Signed this 1st day of February, 2021.


Michael H. Lanza, SICA Corporate Secretary



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

B91 (4-14)

CERTIFIED COPY

If the foregoing Bid shall be accepted by the OWNER, the undersigned agrees to enter into the attached form of Agreement within ten (10) days after receiving notice of such acceptance, will furnish the OWNER satisfactory bonds and certificates of insurance coverage, and will complete the Project, at the price and within the time stated in this Bid.

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence immediately after the Contract has been awarded, the Agreement executed, and a Notice to Proceed received. **The undersigned shall complete the Work to Substantial Completion within 45 days of notice to proceed, and to Final Completion within 60 days of notice to proceed.** Substantial completion shall be met when all the pathways are open for use by the public. Final completion shall be met when all restoration items and punch-list work items have been completed.

The undersigned attaches hereto its Bid security, as required by the Notice to Bidders and Instructions to Bidders. The undersigned agrees that in case it shall fail to fulfill its obligations under the foregoing Bid, and/or shall fail to furnish bonds, as specified, the OWNER may, at its option determine that the undersigned has abandoned its rights and interests in such Contract and that its Bid security accompanying its Bid; has been forfeited to the said OWNER, but otherwise the Bid security shall be returned to the undersigned upon the execution of the Contract and the acceptance of the bonds.

The undersigned also agrees that for each and every calendar day that he may be in default of Substantial Completion of the Work, within the time specified in this Bid, the OWNER will suffer a damage of **Two Hundred and Fifty dollars (\$250.00)** per day, and said OWNER shall be compensated therefore at the rate as liquidated damages in accordance with the Agreement.

In submitting this Bid, it is understood that the right is reserved by the OWNER to accept any bid, to reject any or all Bids, and to waive irregularities in bidding in the interest of the OWNER.

SUBMITTED on 2/2/2021
Date*

BY: K.D. Cement
Name of Bidder*

3250 New Farm Court #6
Street*


Signature

Commerce Twp., MI 48390
City, State, ZIP*

Jordan Carr - Sales Estimator
Name and Title of Signatory*

734-968-1760
Telephone Number*

248-669-1397
Facsimile Number*

*Typed or printed in ink.

Form of Proposal and all other bid documents to be submitted electronically following the instructions provided in the "Notice to Bidders" and "Instruction to Bidders" sections.

STATEMENT OF QUALIFICATIONS

Bidder must answer all questions. If more space is needed to complete a question, attach a separate sheet. Bidder may submit any additional information.

Name: K. D. Cement

Address: 3250 New Farm Court Phone: 248-896-2928
#6 Commerce Twp. Mi 48390

Number of years operating under your present name: 4 1/2 years + 1 1/2 All About
Drainage

General nature of work performed by your company: Concrete repair
and Maintenance Company.

Background and experience of the principal members of your organization including officers: Keith Swan - 30 years of Asphalt and
Construction. Kody Swan - 10 years of Asphalt and construction
Concrete Finishers - 20 years experience
Machine Operator - 20 years experience
Superintendent - 20 years experience

Major equipment available for this contract: 2016 Skid Steer, 2019 John
Deere Excavator, 2019 Dingo, Compact Track Loader,

STATEMENT OF QUALIFICATIONS

PROJECT REFERENCES

List similar projects completed within the last (3) years:

Project Title: Lewis Medical
Client: Northern Equities Group
Contact Person: Brian Hughes Phone: 248-324-3144
Contract Amount: \$9,693.⁷⁵
Start Date: 8/27/2020 Completion Date: 8/31/2020
Project Description: Remove and Replace 1175 Square
feet of thickened edge Sidewalk.

Project Title: Woodbury Gardens
Client: Dan Bleznak - Botanical Gardens Associates
Contact Person: Dan Bleznak Phone: 248-645-1111 Ext. 109
Contract Amount: \$23,430.00
Start Date: 6/1/2020 Completion Date: 6/5/2020
Project Description: Remove and Replace 2352 Square Feet
of 4" Sidewalk, Remove and replace 612
Square Feet of 4" thickened Sidewalk.

STATEMENT OF QUALIFICATIONS

Project Title: Hamilton Elementry

Client: Barton Malow

Contact Person: Don Weimer Phone: 248-436-5000

Contract Amount: \$10,000.00

Start Date: 11/10/2019 Completion Date: 11/11/2019

Project Description: Excavate and Install 1050 Square
feet of Sidewalk,

Project Title: Park Creek

Client: T.M Asphalt

Contact Person: Vincent Van Poppelen Phone: 248-684-2300

Contract Amount: \$47,465.00

Start Date: 11/17/2020 Completion Date: 12/10/2020

Project Description: Excavate and Install 11,010 Square
feet of Sidewalk

Form Completed by: Joy Swan- office Manager

Name - Title

Joy Swan

Signature

2/1/2021

Date

SUBCONTRACTOR LIST

<u>ITEM</u>	<u>NAME, ADDRESS & PHONE # OF CONTRACTOR</u>
Earthwork	<u>N/A</u> _____ _____ _____ Phone: _____
Concrete	<u>N/A</u> _____ _____ _____ Phone: _____
Restoration Items	<u>N/A</u> _____ _____ _____ Phone: _____

PROOF OF INSURANCE FOR CITY OF LIVONIA

Information required by the Federal specifications for Highway construction and/or Act 327, P.A. of 1945 to verify insurance.

The subscribing insurance company certifies that insurance of the types and for limits of liability covering the work under contract with City of Livonia has been obtained by the contractor named below.

Such insurance, here certified, is written in accordance with the company's regular policies and endorsements subject to the company's applicable manuals of rules and rates, except (1) the insurance shall not be subject to the usual "x" - explosion, "c" - collapse or "u" - underground property.

K.D. Cement, LLC
 NAME OF INSURED
3250 New Farm Ct. STE 6
 ADDRESS
 CITY **Commerce TWP** STATE **MI** ZIP CODE **48390**
 TELEPHONE NO. FAX NO.

TYPE OF INSURANCE	POLICY NUMBER & NAME OF INSURANCE COMPANY (If more than one)	POLICY DATES		LIMITS: Each Occurrence: \$1,000,000 Aggregate: \$2,000,000 BODILY INJURY AND PROPERTY DAMAGE LIABILITY	
		EFFECTIVE	EXPIRATION		
☐ General Liability	6130573	10/30/20	10/30/21	General Aggregate	\$ 2,000,000
☐ Professional Liability				Prods. comp/ops Aggregate	\$ 2,000,000
☒ Commercial General Liability				Personal & Advertising Inj.	\$ 1,000,000
☐ Claims Made ☒ Occurrence				Each Occurrence	\$ 1,000,000
☐ \$ _____ P.D. Deductible				Fire Damage (any one fire)	\$ 100,000
☐ XCU Exclusion				Medical Exp. (any one person)	\$ Excluded
☐ Owners/Contractors Protective	6130573	10/30/20	10/30/21	Combined Single Limit (Minimum \$2,000,000.00)	\$ 1,000,000
AUTOMOTIVE LIABILITY				Bodily Injury (per person) (Minimum \$500,000.00)	\$
☒ Any Auto				Bodily Injury (per accident) (Minimum \$1,000,000.00)	\$
☐ All Owned Autos				(Minimum \$1,000,000.00)	\$
☐ Scheduled Autos					
☐ Hired Autos					
☐ Non-Owned Autos	6130574	10/30/20	10/30/21	Each Occurrence	\$ 2,000,000
☐ Garage Liability				Aggregate	\$ 2,000,000
☒ Umbrella				Each Occurrence	\$
☐ Excess Liability Other Than Umbrella				Aggregate	\$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	1808602	10/30/20	10/30/21	STATUTORY	
				\$ 1,000,000 (Each Accident)	
				\$ 1,000,000 (Disease- Policy Limit)	
☐ Other				\$ 1,000,000 (Disease- Each Empl.)	

NAME OF AGENCY **Federated Mutual Insurance** NAME OF INSURANCE COMPANY (If only one for all policies)
 ADDRESS **P.O. Box 328** CITY **Owatonna** STATE **MN** ZIP CODE **55060**
 TELEPHONE NO. **888-333-4949** FAX NO. **507-446-4664**



CITY OF LIVONIA
Department of Public Works, Engineering Division
33000 Civic Center Drive
Livonia, Michigan 48154
(734) 466-2570, (734) 466-2195 Fax

Dover Park Improvements
Proposed Access Walk
Section 31

JOB #:
DATE: 10/15/20
SHEET 1 OF 1
CADD: dwl
Proposed Asphalt Path 10-15-20.dwg









**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 22, 2021**

Meeting was called to order via Zoom remote technology at 8:41 p.m. by President Kathleen McIntyre. Present: Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

12) REQUEST TO APPROVE SPECIALIZED SERVICES TRANSPORTATION OPERATING ASSISTANCE PROGRAM THIRD PARTY CONTRACT FOR THE PERIOD OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021 BETWEEN THE CITY OF LIVONIA AND SMART: Livonia Housing Commission, re: with grant funds to be used for the Livonia Community Transit Program to provide lift-equipped transportation to the senior and disabled residents of the City.

Brandie Isaacson, Director of Housing, presented this request to Council. She stated they are requesting approval of the contract with SMART to be able to receive an operating lift assistance in the amount of \$22,103.00. This funding was actually used to provide lift equipment on the transportation vehicles so that we can transport those that are physically disabled.

Councilmember Toy stated this is very worthwhile and offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Housing
February 23, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Brandie Isaacson, Director of Housing

AGENDA ITEM

REQUEST TO APPROVE SPECIALIZED SERVICES TRANSPORTATION OPERATING ASSISTANCE PROGRAM THIRD PARTY CONTRACT FOR THE PERIOD OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021 BETWEEN THE CITY OF LIVONIA AND SMART: Livonia Housing Commission, re: with grant funds to be used for the Livonia Community Transit Program to provide lift-equipped transportation to the senior and disabled residents of the City.

BACKGROUND

The Livonia Community Transit (LCT) Program would like approval to enter into a third-party contract with Suburban Mobility Authority for Regional Transportation (SMART) to receive operating assistance funding in the amount of \$22,103.00 which will be used to provide lift-equipped transportation to the senior and disabled residents of Livonia.

RECOMMENDATION

We ask Council to approve the attached contract with SMART and authorize these funds to be used for the Livonia Community Transit program to provide lift-equipped transportation to Livonia's seniors and disable residents.

FISCAL CONSIDERATION

218-000-536-050

ATTACHMENTS

1. FY 21 SS Contract Letter
2. LIVONIA Specialized Services FY 21 CONTRACT
3. FY 21 Specialized Service Contract

APPROVED BY

A handwritten signature in cursive script, appearing to read 'Brandie Isaacson'.

Date: February 10, 2021

Brandie Isaacson, Director of
Housing



Date: February 11, 2021

Michael Slater, Finance Director



Date: February 11, 2021

Paul Bernier, City Attorney



Date: February 11, 2021

Maureen Miller Brosnan, Mayor



Suburban Mobility Authority for Regional Transportation

Buhl Building • 535 Griswold Street, Suite 600 • Detroit, MI 48226 • (313) 223-2100

January 12, 2021

Felicia Cross, Program Supervisor
Livonia Senior Center
City of Livonia
fcross@ci.livonia.mi.us

Dear Felicia:

Enclosed are the Fiscal Year 2021 Specialized Services contract and the EEOC Report A form for your electronic signature and completion. The enclosed contract **identifies the City of Livonia SS funding amount as \$22,103.**

Upon your approval, please **email** me the attached contract with electronic signature, and the completed EEOC report.

Pending the execution of the signed contract and the submission of your quarterly reports, FY'21 funds will be disbursed by SMART.

As always, if you have questions, please call me at 313-461-4519.

Sincerely,

Melissa V. Hightower
SMART Ombudsperson

Attachments



SPECIALIZED SERVICES OPERATING ASSISTANCE PROGRAM THIRD-PARTY CONTRACT

THIS AGREEMENT (“Agreement” or “Contract”) is made and entered between the Suburban Mobility Authority for Regional Transportation (hereinafter referred to as “**AUTHORITY**”), whose address is 535 Griswold Suite 600, Detroit, Michigan 48226, and City of Livonia (hereinafter referred to as “**SUBRECIPIENT**”), whose address is 33000 Civic Center Dr, Livonia, MI 48154.

SECTION 1. - DEFINITIONS

PROGRAM	Means the Michigan Specialized Services Operating Assistance Program designed primarily for seniors and persons with disabilities as defined under Section 10e(4)(c)(i) of Act 51, of the Public Acts of 1951, as amended; MCL 247.660e(4)(c)(i).
DEPARTMENT	Means the Michigan Department of Transportation.
BUREAU	Means the Bureau of Urban and Public Transportation of the Michigan Department of Transportation.
AUTHORITY	Means the Suburban Mobility Authority for Regional Transportation (SMART).
PROJECT	Means the providing of SPECIALIZED SERVICES.
SPECIALIZED SERVICES	Means public transportation services primarily designed for persons with disabilities or who are sixty-five (65) years of age or older.
STATE	Means the State of Michigan.
SUBRECIPIENT	Means City of Livonia, which will provide the transit services with funds received under this Contract.
APPLICATION	Means the AUTHORITY’s application, submitted in cooperation with the SUBRECIPIENT, for funding from this PROGRAM for the period from October 1, 2020 to September 30, 2021.

SECTION 2. - PURPOSE

The purpose of this Contract is to pass through operating assistance funding received from the DEPARTMENT PROGRAM, to the SUBRECIPIENT. The transit services provided shall be as described in the APPLICATION submitted by the SUBRECIPIENT through the AUTHORITY and approved for funding by the DEPARTMENT.

SECTION 3. - FUNDING

The AUTHORITY is only obligated to provide funds under this Contract to the extent that funds for the PROGRAM are made available to it and approved by the DEPARTMENT as outlined in the Contract Authorization provided to us by the DEPARTMENT.

The SUBRECIPIENT is eligible for contract costs in the amount of \$22,103.

The maximum amount of the AUTHORITY funds to be given the SUBRECIPIENT shall not be increased without a prior written amendment to this Contract. DEPARTMENT funds made available to the AUTHORITY, through legislative appropriation, are based on projected revenue estimates. In the event that revenue actually received is insufficient to support the appropriation, it may necessitate a reduction in the maximum amount of said funds available to the SUBRECIPIENT. In such event, the AUTHORITY reserves the right, without notice, to reduce the maximum obligation of funds for the SUBRECIPIENT by the amount of any reduction by the DEPARTMENT to the AUTHORITY.

SECTION 4. - BUDGET ADJUSTMENTS

Budget adjustments must be requested in writing by the SUBRECIPIENT. Upon receipt of the request, the AUTHORITY shall have thirty-five (35) business days to provide written approval or disapproval of the budget adjustment. If no action is taken within thirty-five (35) working days, the budget adjustment shall be deemed approved. Expenditure of funds in excess of any line-item will not be considered an eligible PROJECT cost. The addition of any new line-item, or any line-item changes which represent a deviation from the PROJECT as described in the APPLICATION, shall require a prior written amendment to this Contract.

SECTION 5. - PROJECT COSTS AND REVENUES

The SUBRECIPIENT shall complete and submit to the AUTHORITY the information required by the DEPARTMENT, on the quarterly reporting form (available online at SMARTbus.org), within ten (10) days after the end of each state of Michigan fiscal year quarter. Failure to provide the quarterly report within thirty (30) days after the end of each state of Michigan fiscal year quarter, may result in a loss of a portion of or all funding. The AUTHORITY reserves the right to withhold payment of PROJECT funds if the SUBRECIPIENT fails to file reports as required in this paragraph.

If the SUBRECIPIENT also receives funding under 1951 P.A. 51, Section 10e(4)(a); MCL 247.660e(4)(a), as amended as its cost allocation plans must be submitted to the BUREAU for

approval. Any PROJECT costs in excess of revenues reported on the quarterly reporting form will **not** be eligible under any other state and federal program administered by the AUTHORITY or the DEPARTMENT.

Section 6. - BILLING, PAYMENTS AND QUARTERLY REPORTS

Notwithstanding the provisions set-forth in Section 3 of this Contract, the AUTHORITY shall provide to the SUBRECIPIENT the STATE funds designated for the eligible project costs incurred in performance of this Contract within ten (10) business days of the receipt of said funds from the DEPARTMENT.

The AUTHORITY may appropriately reduce payments if written reports submitted by the SUBRECIPIENT as required under this section indicate that the level of service described in the APPLICATION has been reduced.

Actual reimbursement shall be based on a rate per mile, or one-way passenger trips of SPECIALIZED SERVICES up to the maximum amount provided for herein.

The actual reimbursement method selected by the SUBRECIPIENT is the amount allowed – currently \$4.07 per passenger until March 31, 2020, after which the amount allowed is \$8.14, but subject to change.

Should the per-mile rate method be selected by SUBRECIPIENT, actual reimbursement may be subject to change, per DEPARTMENT and/or BUREAU reimbursement rate modifications.

SECTION 7. - TERMINATION OR SUSPENSION

For any violation of this Contract or legislative change, the AUTHORITY may, by thirty (30) days written notice, suspend any and all of the rights and obligations under this Contract until such time as the event or condition resulting in such suspension has ceased or been corrected, or the AUTHORITY may, by thirty (30) days written notice to the SUBRECIPIENT, terminate any and all of the rights and obligations under this Contract.

SECTION 8. - ACCOUNTING RECORDS, AUDITS, AND DOCUMENTATION

(a) Establishment and Maintenance of Accounting Records

The SUBRECIPIENT shall maintain books, records, documents, and other accounting records in accordance with generally accepted governmental accounting principles. Said records shall be sufficient to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred in the performance of the identified PROJECT. To facilitate the administration of the PROJECT, separate records shall be established and maintained. The SUBRECIPIENT shall assure that the records to support the miles traveled and the passengers carried as reported pursuant to Section 6 of this Contract are established and maintained.

(b) Audit

The SUBRECIPIENT shall permit the AUTHORITY and/or the DEPARTMENT or the authorized representatives of the AUTHORITY to audit all data and records relating to the performance of this contract. The SUBRECIPIENT shall retain and allow access to, and require its contractors to retain and allow access to all data and records pertaining to the PROJECT for a period of not less than six (6) years after the final payment by the AUTHORITY pursuant to the Contract.

The period of access, examination, and retention of data and records which relate to litigation or the settlement, of claims arising out of the performance of this Contract, or costs of this Contract as to which exception has been taken by the AUTHORITY or the DEPARTMENT or the authorized representative of the AUTHORITY or the DEPARTMENT, shall continue until such litigation, claims, or exceptions have been disposed of.

(c) Costs Supported by Documentation

PROJECT costs shall be supported by properly executed canceled checks, invoices or vouchers evidencing the nature and propriety of the charges.

(d) Accuracy of Financial Documentation

If a third-party contract is required for rendering of the services herein, then the SUBRECIPIENT is responsible for the accuracy of the financial and non-financial data and reports submitted for reimbursement.

(e) Revenue Expense Guidelines

If the SUBRECIPIENT also receives funding under 1951 P.A. 51, Section 10e(4)(a); MCL 247.660e(4)(a), as amended, determination of PROJECT costs shall be in conformity with the criteria set forth in the DEPARTMENT'S Office of Passenger Transportation's "Local Public Transit Revenue and Expense Manual." All other providers of service shall use the "Specialized Services Manual" (effective October 1, 2015, and any subsequent revisions, amendments and replacements).

SECTION 9. - THIRD-PARTY CONTRACT PROCEDURE

The SUBRECIPIENT shall **not** enter into contracts with third parties for provision of services herein without prior written approval from the AUTHORITY; notice of potential third-party contracts shall be submitted to the AUTHORITY for approval in writing. Approval or denial of said third-party contract will be submitted, in writing, to SUBRECIPIENT by the AUTHORITY. The AUTHORITY shall approve any third-party contracts at its sole discretion.

Approval does not constitute an assumption of liability, a waiver or an estoppel to enforce any of the requirements of this Contract, nor shall any such approval by the AUTHORITY be construed

as a warranty of the third-party's qualifications, professional standards, ability to perform the work being subcontracted, or financial integrity.

SECTION 10 - ACCESS

SUBRECIPIENT agrees to provide, and will require its contractors to provide, access by the AUTHORITY and/or the DEPARTMENT to all technical data, reports, documents and work in progress pertaining to the PROJECT. Copies of technical data and reports shall be provided by the SUBRECIPIENT or its contractors to the AUTHORITY upon request.

SECTION 11. - INDEMNIFICATION

Notwithstanding any other provision in this Agreement, SUBRECIPIENT shall indemnify, defend and save harmless AUTHORITY, its officers, agents, employees, and members of its Board of Directors from any and all claims, losses and damages, including costs and attorney fees, occurring or resulting from any act or omission the SUBRECIPIENT or its officers, agents, employees, subcontractors, successors or assigns arising out of and/or pursuant to this Agreement without regard to the negligence of the SUBRECIPIENT.

SECTION 12. - ENTIRE AGREEMENT

This Contract, along with any exhibits, addendums, schedules, and amendments hereto, merges and concludes the entire agreement of SUBRECIPIENT and the AUTHORITY. Any previous communications, whether oral or written, are superseded through by this document. The SUBRECIPIENT and AUTHORITY acknowledge, by executing this document that said parties have not relied on any representation, assertion, guarantee, warranty, ancillary contract or other assurance, except those set out in this AGREEMENT. SUBRECIPIENT hereby waives all rights and remedies, at law or in equity, which may arise as the result of said party's reliance on such representation, assertion, guarantee, warranty, ancillary contract or other assurance, provided that no clause herein shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

SECTION 13. - PROHIBITED DISCRIMINATION

The SUBRECIPIENT shall not discriminate against any passenger because of race, color, sex, age, handicap, religion, ancestry, marital status, national origin, place of birth or sexual orientation in accordance with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", dated August of 1985, which is hereby incorporated by reference.

The SUBRECIPIENT shall not discriminate based upon race, color, creed, national origin, sex, age, disability, height, weight, familial status, marital status, or sexual orientation, in accordance with Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, Section 303 of the Age Discrimination Act of 1975, Section 202 of the Americans with Disabilities Act of 1990, 49 U.S.C. Section 5332, the Michigan Elliot-Larsen Civil Rights Act, MCLA 37.2101 et seq., and SMART policy.

The SUBRECIPIENT shall comply with FTA Circular C 9070.1G, as may be amended or updated, with respect to all provisions on Civil Rights and discrimination including, but not limited to, Chapter VIII, §9.

The SUBRECIPIENT shall require similar covenants on the part of any contractor or subcontractor employed in the performance of the PROJECT for which this Contract is made.

SECTION 14. - MBE/WBE

In accordance with 1980 P.A. 278, MCL 423.321 at seq; MCL 445.901 et seq, the SUBRECIPIENT, in the performance of this Agreement, shall not enter into a Contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the STATE, Department of Labor, of employers who have been found in contempt of court by a federal court of appeals, on not less than three (3) occasions involving different violations during the preceding seven (7) years, for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158. The AUTHORITY may void this Contract if the name of the SUBRECIPIENT, or the name of a subcontractor, manufacturer, or supplier utilized by the SUBRECIPIENT in the performance of this Contract subsequently appears in the register during the performance period of this Contract.

SECTION 15. - MISCELLANEOUS PROVISIONS

(a) If any provision of this contract is held invalid, the remainder of this Contract shall not be affected, if any such remainder continues to conform to the provisions and requirements of applicable law.

(b) The SUBRECIPIENT shall commence, carry on, and complete the PROJECT in accordance with all applicable laws. Nothing in this Contract shall require the SUBRECIPIENT to observe, comply, or do any other thing in contravention of any STATE, Local or Federal law.

(c) The SUBRECIPIENT warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of SPECIALIZED SERVICES required to be performed under this Contract. The SUBRECIPIENT further warrants that in the performance of this Contract, no person having any such interest shall be employed.

(d) None of the funds, materials, property, or services obtained by the AUTHORITY or the SUBRECIPIENT under this Contract shall be used for any partisan political activity, or to further the election or defeat of any political activity or candidate for public office.

(e) The SUBRECIPIENT shall not assign any interest in this Contract without the prior written approval of the AUTHORITY, however, that compensation due to the SUBRECIPIENT under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment shall be furnished promptly to the AUTHORITY in writing. Any such assignment does not relieve the SUBRECIPIENT of its obligations under this Contract.

(f) If the SUBRECIPIENT enters into any contracts with other governmental agencies for the purposes of providing SPECIALIZED SERVICES outside of its jurisdictional boundaries, as defined and provided by law, it shall immediately provide the BUREAU with a copy of any contracts and true copies of any resolutions passed by its governing board which relate to the providing of service under such contracts.

SECTION 16. - TERM OF CONTRACT

Upon execution, this Contract shall cover the period commencing October 1, 2020 and extending through September 30, 2021.

The SUBRECIPIENT agrees to notify the AUTHORITY of any event which may have significant potential impact on PROJECT progress, direction, control or cost.

SECTION 17. - EXECUTION

This Contract shall become binding on the parties hereto upon the execution thereof by the duly authorized official(s) for the SUBRECIPIENT and the AUTHORITY; and upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective official(s) of the SUBRECIPIENT, a certified copy of which resolution shall be attached to this Contract.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

THE PARTIES HEREBY ACKNOWLEDGE that they have read and understand this Agreement and that the signatories below have affixed their signatures and affirmed that they are authorized to execute this Agreement, for the purpose of binding their respective Parties.

**SUBURBAN MOBILITY AUTHORITY
FOR REGIONAL TRANSPORTATION**

Signature

Printed Name

Title

Date

CITY OF LIVONIA

Signature

Printed Name

Title

Date

CITY OF LIVONIA

Signature

Printed Name

Title

Date

CITY OF LIVONIA

Signature

Printed Name

Title

Date

Suburban Mobility Authority For Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Employment Data																		
Report all Transit related permanent, temporary, or part-time employees including apprentices and on-the-job trainees. Enter the appropriate figures in the boxes below relating to an employee's race and gender.																		
Job Classification	Total				Race													
					Non Minority		Minority											
	White		African American		Hispanic		Asian		Pacific Islander		American Indian		Multi Race					
	Employees	Male	Female	Minority	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Manager	2		2	1				1										
Professionals																		
Technicians																		
Sales Workers																		
Office and Clerical Staff	3		3			3												
Craftsmen (Skilled)																		
Operators (Semi-Skilled)	17	14	3		14	3												
Laborers (Unskilled)																		
Service Workers																		
Journey Workers																		
Apprentices																		
Total	22																	
Certification																		

EEO COMPLIANCE REPORT A**COMMUNITY PARTNERSHIP FORM****Agency/Community Information**Program Type: Community Partnership Program (CPP) ☐ Specialized Service ☒ New Freedom ☐ JARC ☐ 5310 ☐Name of Agency/Community: **City of Livonia/Livonia Community Transit**Address: **33000 Civic Center Dr.**City: **Livonia**State: **MI**Zip: **48154****Agency/Community Data**1) Has your agency/community completed in excess of \$1,000,000 in
DOT federally-funded contracts from SMART in the past year?Yes ☐ No ☒

2) Does your agency/community employ over fifty (50) transit related employees?

Yes ☐ No ☒If the answers to the previous two questions were both "Yes", Please forward
your agency's/community's Affirmative Action plan to the address below:Buhl Building
535 Griswold Street, Suite 600
Detroit, MI 48226
Attn: EEO CoordinatorHave all subcontractors been informed of their responsibility to file an EEO Compliance Report A form? Yes ☐ No ☐ N/A ☒**Testing Program Requirements**Does your agency/community have a DOT Drug and Alcohol testing program for
Safety-sensitive employees? (Vehicle operators, dispatchers, mechanics and armed security)Yes ☒ No ☐Who is your testing program manager? **Doug Moore**Contact Number: **734-466-2617****Please Proceed to Employment Data Section on Back**

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

How was this information obtained? Visual Survey: Yes ☒ No ☐ Employment Records: Yes ☐ No ☐		
Name of Authorizing Official (Print): Felicia Cross		Title: Program Supervisor
Signature: <i>Felicia Cross</i>		Date: <i>2-5-2021</i>
Contact Person for report: same as above		Title:
Telephone: 734-466-2537	Ext:	Email: fcross@ci.livonia.mi.us

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 22, 2021**

Meeting was called to order via Zoom remote technology at 8:41 p.m. by President Kathleen McIntyre. Present: Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

13) REQUEST TO AUTHORIZE APPROPRIATION AND EXPENDITURE: Public Works Division, re: to send out for repair of 2014 Freightliner to Wolverine Truck Sales, Inc., to have engine rebuilt to long the usefulness of said vehicle, from budgeted funds.

Don Rohraff, Director of Public Works, presented this request to Council. He stated fortunately his Department is not before Council too often with engine repairs or breakdowns in the equipment that we buy, but this particular vehicle is a 2014 as you mentioned. It's a frontline vehicle for our snow and ice program. We started to notice some problems with this during the leaf program that the operator had to continually put some coolant and different fluids into this truck and we never really did find a reason for this. And when we had the leaf program come to a close, we were at the end of the season, we took it into the dealer to have them look at it and it is kind of like a perfect storm type of situation that happens and so what we're looking to do is have the engine replaced. Again, on these vehicles the normal life expectancy for these trucks are twelve to fifteen years, this one is six years old and we're expecting a good seven to eight more years out of this truck after the repairs. We're looking to authorize payment to Wolverine Truck Sales in the amount of \$28,241.05, with an additional \$3,000.00 contingent amount to cover any unforeseen costs that may be coming along with this engine replacement for a total of \$31,241.05.

Vice President Bahr stated he has no questions, that the information provided was thorough, and he wants to compliment Don and his team, we've seen this before and we're seeing it again where the efforts you go to get what you need at the most cost efficient way that you can and I applaud you for that. He then offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

DPW
February 23, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Jill Russell, Secretary III

AGENDA ITEM

REQUEST TO AUTHORIZE APPROPRIATION AND EXPENDITURE: Public Works Division, re: to send out for repair of 2014 Freightliner to Wolverine Truck Sales, Inc., to have engine rebuilt to long the usefulness of said vehicle, from budgeted funds.

BACKGROUND

Truck #56 has experienced engine failure with the bearings and other components lacking sufficient lubrication and leaking antifreeze internally. For longevity reasons, the engine needs to be rebuilt and have a new long block installed. Since a new freightliner would cost in excess of \$90,000, rebuilding the engine and installing a new long block for truck #56 would be more fiscally responsible and give us many more years of service for this vehicle. The normal life of this truck would normally be 12-15 years. We're expecting another 7-8 years after repairs.

RECOMMENDATION

Authorize payment to Wolverine Truck Sales, Inc., 3550 Wyoming, Dearborn, MI 48120 in the amount of \$28,241.05 with an additional \$3,000.00 contingent amount to cover any unforeseen costs involved in the long block replacement, for a total of \$31,241.05.

FISCAL CONSIDERATION

From budgeted funds: 101-446-933-050 \$31,241.05

ATTACHMENTS

1. Truck 56 - Repair Quote and Recommendation

APPROVED BY

Date: February 08, 2021

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



Date: February 08, 2021

Don Rohraff, Director of Public Works



Date: February 11, 2021

Michael Slater, Finance Director



Date: February 11, 2021

Maureen Miller Brosnan, Mayor

DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION
FLEET MAINTENANCE

GARY T. GARRISON
FLEET MANAGER



13405 SURREY STREET
LIVONIA, MICHIGAN 48150-1527
(734)-466-2704
FAX: (734)-466-2662

JAMES (BUZZ) KIRBY
FLEET SUPERVISOR

February 2, 2021

Engine Repair to Dump Truck #56, Which is a 2014 Freightliner Model 108SD.

During this past leaf season, the operator of truck #56 kept a close watch on the vehicles coolant level and regularly came by to top it off. We did not track how much he was adding each visit, could have been a pint or a gallon.

We did not see any external leaks or any signs that it was getting into the oil. We check the dip stick regularly for signs contamination, and none were observed so, we decided to continue to run it for the season.

At the conclusion of leaf season, we decided to ship this truck to Wolverine Truck Sales, Inc, in Dearborn which is the vendor that we originally purchased it from to have this problem investigated.

They had to disassemble some parts to thoroughly check it out, and in doing so discovered the oil pan was full of sludge. This discovery means the bearings and other components were lacking sufficient lubrication and have now been prematurely worn. After exploring a few options, we all decided for longevity reasons the engine needs to have a long block installed.

EGR coolers failing was a common occurrence back in the day but, we were able to determine those problems early on by our visual inspections, not so this time. This turns out to be the perfect unseen storm.

I am recommending we go ahead with the long block replacement using Wolverine Truck to make the repairs since the truck is currently there and disassembled. The estimated cost is \$28,241.05 and I am also requesting approval of a \$3,000.00 contingent amount.

Gary T. Garrison
Fleet Manager

REQUEST FOR PURCHASE

RECOMMENDED VENDOR _____

REQUISITIONING SECTION

Name Wolverine Truck Sales, Inc.

Section Name Fleet Maintenance

No. & Street 3550 Wyoming

Account Number 101 - 446 - 933 - 050

City & State Dearborn, MI 48120

Preferred Delivery Date As Soon As Possible

(313) 849-0800

Quantity		Unit Measure	Description		
One	Each	Engine rebuild with long block		\$28,241.05	\$28,241.05
One	Each	Contingent Amount		\$3,000.00	\$3,000.00
				TOTAL	\$31,241.05

TOTAL	\$31,241.05
-------	-------------

Date _____

Signature

Approved 2 Feb 21
Date

Date _____

Fleet Manager
Gary T. Garrison

SENT BY: _____
 VIA: _____
 DATE: _____
 TIME: _____



3550 Wyoming • Dearborn, MI 48120 • (313) 849-0800

NAME: City of Livonia		REF#:		PO#				
PHONE:		DATE: 02/01/2021		RO#				
E-MAIL:								
YEAR: 2014	MAKE: FTL	MODEL: 108sd	MILEAGE: 31634	VIN: EHFP0175	UNIT# 56			
REPAIR LINE:	DESCRIPTION:	QTY	AMOUNT EACH	TOTAL PARTS	PARTS CORE:	LABOR HRS	TOTAL LABOR	MISC:
B	Long block	1	\$18,605.10	\$18,605.10	\$2,300.00	55	\$7,425.00	\$300.00
B	EGR Cooler	1	\$1,224.60	\$1,224.60				
B	Gaskets/ Seals	1	\$400.00	\$400.00				
B	Coolant	6	\$15.41	\$92.46				
B	Filters	1	\$81.49	\$81.49				
B	Oil	1	\$112.40	\$112.40				

THE ABOVE IS AN ESTIMATE BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN OPENED UP. OCCASIONALLY, AFTER WORK HAS STARTED, WORN, BROKEN, OR DAMAGED PARTS ARE DISCOVERED WHICH ARE NOT EVIDENT ON FIRST INSPECTION. QUOTATIONS ON PARTS AND LABOR ARE CURRENT AND SUBJECT TO CHANGE.

SIGNATURE: _____

DATE: _____

REPAIR LINE:	B					
LABOR (AMOUNT):	\$7,425.00					
PARTS (AMOUNT):	\$20,516.05					
PARTS CORE CHARGE:	\$2,300.00					
MISCELLANEOUS CHARGES:	\$300.00					
FREIGHT CHARGES:						
TAX (AMOUNT):						
ESTIMATE FOR REPAIR LINE:	\$28,241.05					
ESTIMATE SUBTOTAL:	\$28,241.05	TAX:		ESTIMATE TOTAL:	\$28,241.05	

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 22, 2021**

Meeting was called to order via Zoom remote technology at 8:41 p.m. by President Kathleen McIntyre. Present: Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

14) REQUEST TO RELEASE GENERAL IMPROVEMENT BOND: Engineering Division, re: for Heritage Square Site Condominiums, located at the east side of Newburgh Road between Five Mile and Six Mile Roads (36900 and 36910 Mallory Drive; former Clay Elementary School site, and 16600 Newburgh Road and a portion of 16700 Newburgh Road) in the Northwest $\frac{1}{4}$ of Section 17. (CR 403-18)

Todd Zilincik, City Engineer, presented this request to Council. He stated as you're aware, this is just a housekeeping issue. We're releasing the General Improvement Bond back to the developer, Leo Soave. As you know this development started over two and a half years ago over there off of Newburgh Road and there were some repairs on the road last fall to allow us to release the bond money that's being held. Again, looking for Council's approval in the amount of \$104,472.00
Councilmember White offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Engineering
January 29, 2021

MEETING DATE

February 22, 2021

PREPARED BY

Karen Worley, Secretary IV

AGENDA ITEM

REQUEST TO RELEASE GENERAL IMPROVEMENT BOND: Engineering Division, re: for Heritage Square Site Condominiums, located in the Northwest 1/4 of Section 17 (CR 403-18)

BACKGROUND

Council Resolution No. 403-18, dated November 19, 2018, set the General Improvement Bond which would be required to assure the installation of public improvements within the subject subdivision at \$1,044,719.00, of which \$104,472.00 was to be in cash.

The proprietor has now completed the General Improvement Bond requirements and we hereby certify that these improvements have been installed in accordance with the City's standards and specifications.

RECOMMENDATION

FISCAL CONSIDERATION

It is recommended that the General Improvement Bond requirement in the amount of \$104,472.00 be released to Heritage Square Livonia LLC, c/o Enrico Soave, Kucyk, Soave & Fernandes, P.L.L.C, 37771 Seven Mile Road, Suite C, Livonia, Michigan 48150.

Please note that the Sidewalk Bond, the Grading & Soil Erosion Control Bond, the Entrance Markers/Landscaping Bond, the Monuments & Markers Bond, the Public Utility Bond, the Site Development Bond and the As-Built Drawing Bond will be retained until their requirements have been met.

ATTACHMENTS

1. 1-29-21 Schedule of Bonds & Fee Requirements - Heritage Square Site Condominiums
2. S070918 Pet 2018-05-02-13 (Kucyk, Soave & Fernandes, P.L.L.C. - Heritage Sq.) 36900 and 36910 Mallory Dr & 16600 & 16700 Newburgh (CR 403-18)

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: January 29, 2021



Don Rohraff, Director of Public
Works

Date: January 29, 2021



Maureen Miller Brosnan, Mayor

Date: February 04, 2021

SCHEDULE OF BONDS & FEE REQUIREMENTS**I. Bond Requirements**

	<u>Current</u>	<u>Recommended</u>
A. <u>General Improvement Bond</u>		
Water Mains	\$150,000.00	\$0.00
Sanitary Sewers	\$332,440.00	\$0.00
Storm Sewers, including Footing Drain	\$157,930.00	\$0.00
Storm Sewers		
Paving (Public Street)	<u>\$354,600.00</u>	<u>\$0.00</u>
Estimated Construction Cost	\$994,970.00	\$0.00
Construction Contingencies	<u>\$49,749.00</u>	<u>\$0.00</u>
(Approximately 5%)		
Total	\$1,044,719.00	\$0.00
	(\$104,472.00 min. cash bond)	
B. <u>Sidewalk Bond</u>		
Sidewalks	\$97,375.00	n/c
Construction Contingencies	<u>9,738.00</u>	n/c
(Approx. 10%)		
Total	\$107,113.00	n/c
	(\$10,000.00 min. cash bond)	
C. <u>Grading & Soil Erosion Control Bond</u>		
(Ord. #1187)	\$9,000.00 (cash)	n/c
(SESC Permit #18-24)	(paid 10-2-18, receipt #6025)	
D. <u>Entrance Markers/Landscaping</u>	\$7,500.00 (cash)	n/c
E. <u>Monuments & Markers</u>	\$2,500.00 (cash)	n/c
(Ord. #951)		
F. <u>Public Utility Bond</u>	\$5,000.00 (cash)	n/c
G. <u>Site Development Bond</u>	\$750.00 (cash)	n/c
H. <u>As-Built Drawing Bond</u>	<u>\$10,000.00 (cash)</u>	<u>n/c</u>
TOTAL CASH BONDS	\$149,222.00	\$44,750.00

II. Fees (Cash Payments to the City)

A. Trees	\$12,500.00
B. Street Name Signs	\$600.00
C. Traffic Control Signs	\$2,000.00
D. Street Light Contribution in Aid (First Year Cost)	\$35,000.00*

II. Fees (Cash Payments to the City) Continued

E. Engineering Services Gen. Improv. & Sidewalk

- | | |
|------------------------------|---|
| 1. Plan Review & Admin. (2%) | \$24,060.00 (paid 11-16-18, receipt #6103) |
| 2. Field Inspection (5%) | <u>\$54,617.00</u> (paid 11-16-18, receipt #6103) |

\$78,677.00

F. Engineering Services (Grading & Soil Erosion Control) (SESC Permit #18-24)

- | | |
|------------------------|-------------------|
| 1. Plan Review | \$625.00 |
| 2. Permit & Inspection | <u>\$2,500.00</u> |

\$3,125.00
(paid 10-2-18, receipt #6025)

TOTAL CASH PAYMENTS \$131,902.00

*To be adjusted and/or refunded based on street light public hearings and the type of lighting units to be determined by the City Council.

*Regular Meeting Minutes of November 19, 2018***WAIVERS**

Pet 2018-05-02-13
 (Kucyk, Soave &
 Fernandes, PLLC)
 Establishment of
 Improvement Bonds to
 assure the installation of
 public improvements at
 Heritage Square Site
 Condos located on the east
 side of Newburgh Road
 between Five Mile and
 Six Mile Roads (36900
 and 36910 Mallory Drive;
 former Clay Elementary
 School site, and 16600
 Newburgh Road and a
 portion of 16700
 Newburgh Road), Section
 17.
 (CR 273-18)

#403-18 RESOLVED, that Kucyk, Soave & Fernandes, P.L.L.C., as proprietor, having requested the City Council approve the proposed Heritage Square Site Condominiums located at the east side of Newburgh Road between Five Mile and Six Mile Roads (36900 and 36910 Mallory Drive; former Clay Elementary School site, and 16600 Newburgh Road and a portion of 16700 Newburgh Road) in the Northwest ¼ of Section 17 of the City of Livonia (hereafter the "Condominium"), and it further appearing that approval of the site plan for the Condominium was given by the City Planning Commission on June 26, 2018, and by the City Council on July 23, 2018, 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 October 25, 2018; and the City Council having approved the Master Deed on July 23, 2018, in Council Resolution 273-18; 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, the conditions contained in Council Resolution 273-18 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;

Regular Meeting Minutes of November 19, 2018

- (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 \$1,044,719.00, of which at least \$104,472.00 shall be in cash

(b) Sidewalk Bond \$ 107,113.00, of which at least \$ 10,000.00 shall be in cash

(c) Grade & Soil Erosion \$ 9,000.00 (all cash)
Control Bond (paid 10/2/2018, receipt #6025)

(d) Landscape/Entrance Markers \$ 7,500.00 (all cash)

(e) Monuments and Markers Bond \$ 2,500.00 (all cash)

(f) Public Utility Bond \$ 5,000.00 (all cash)

(g) Site Development Bond \$ 750.00 (all cash)

(h) As-Built Drawings Bond \$ 10,000.00 (all cash)

and require cash payments in addition to the above amounts, in the total amount of \$131,902.00 of which \$128,777.00 is currently due.

- (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.

*Regular Meeting Minutes of November 19, 2018***CONSENT AGENDA ITEMS** (*Regular Meeting of November 19, 2018*)**Motion by:** Jolly**Seconded by:** Bahr**ROLL CALL:****Ayes:** Jolly, Kritzman, Bahr, White, McIntyre, Meakin, and Toy**Nays:** None**Absent:** None

NOV 19 2018

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 22, 2021**

Meeting was called to order via Zoom remote technology at 8:41 p.m. by President Kathleen McIntyre. Present: Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

15) REQUEST TO RELEASE SIDEWALK BOND, ENTRANCE MARKERS/ LANDSCAPING BOND AND MONUMENTS AND MARKERS BOND: Engineering Division, re: for Arbor Trail Estates Site Condominium, located on the south side of Ann Arbor Trail between Newburgh Road and Dowling Avenue, in the Southeast 1/4 of Section 32 (CR 149-16 and CR 335-16).

Todd Zilincik, City Engineer, presented this request to Council. He stated this is the same thing as the last item, just a housekeeping issue for Ann Arbor Trail Estates Development. We're asking for release in the amount of \$13,650.00 for sidewalk, entrance and landscape markers along with monuments bond that were held. Now that the items have been completed to our satisfaction we're looking to release those funds.

Councilmember Jolly offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Engineering
January 29, 2021

MEETING DATE

February 22, 2021

PREPARED BY

Karen Worley, Secretary IV

AGENDA ITEM

REQUEST TO RELEASE SIDEWALK BOND, ENTRANCE MARKERS/LANDSCAPING BOND AND MONUMENTS AND MARKERS BOND: Engineering Division, re: for Arbor Trail Estates Site Condominium, located in the Southeast 1/4 of Section 32 (CR 149-16 and CR 335-16).

BACKGROUND

Council Resolution No. 149-16, dated April 4, 2016, set the bond requirements to assure the installation of public improvements within the subject development at \$345,817.00, of which \$45,906.00 was to be in cash. Per Council Resolution No. 335-16 dated August 22, 2016, the General Improvement Bond in the amount of \$29,256.00 was released to the developer.

The proprietor has recently completed the requirements for the Sidewalk Bond. With this work completed and the balance of the requirements having been met for the Entrance and Landscape Markers Bond and the Monuments and Markers Bond, the improvements are hereby certified to have been installed in accordance with the City's standards and specifications.

RECOMMENDATION

FISCAL CONSIDERATION

It is recommended that the following bond requirements totaling \$13,650.00 be released to Crosswinds Court Subdivision, Inc., c/o of Leo Soave, 37771 Seven Mile Road, Suite C, Livonia, MI 48152:

Sidewalk	\$9,150.00 (all cash)
Entrance and Landscape Markers	\$3,500.00 (all cash)
Monuments and Markers	\$1,000.00 (all cash)

ATTACHMENTS

1. 1-29-21 Schedule of Bonds & Fee Requirements - Arbor Trail Estates Site Condominiums
2. S080515 Pet 2015-06-02-12 (Crosswinds Court Sub - Arbor Trail Estates) 35652, 35700, 35800 and 35850 Ann Arbor Trail (CR 335-16 and CR 149-16)

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: January 29, 2021



Don Rohraff, Director of Public
Works

Date: January 29, 2021



Maureen Miller Brosnan, Mayor

Date: February 04, 2021

SCHEDULE OF BONDS & FEE REQUIREMENTS**I. Bond Requirements**

	<u>Current</u>	<u>Recommended</u>
A. <u>General Improvement Bond</u>		
Water Mains	\$47,040.00	\$0.00
Sanitary Sewers	\$45,650.00	\$0.00
Storm Sewers	\$42,927.00	\$0.00
Paving, Concrete Curb & Gutter and Underdrain	\$132,810.00	\$0.00
Miscellaneous Construction Costs	<u>\$10,200.00</u>	<u>\$0.00</u>
Estimated Construction Cost	\$278,627.00	\$0.00
Construction Contingencies (Approximately 5%)	<u>\$13,930.00</u>	<u>\$0.00</u>
Total	\$292,557.00	\$0.00
	(\$29,256.00 min. cash bond)	
	(Released per C.R. #335-16, 8-22-16)	
B. <u>Sidewalk Bond</u>		
Sidewalks	\$41,600.00	\$0.00
Construction Contingencies (Approx. 10%)	<u>\$4,160.00</u>	<u>\$0.00</u>
Total	\$45,760.00	\$0.00
	(\$9,150.00 min. cash bond)	
C. <u>Grading & Soil Erosion Control Bond</u> (Ord. #1187)		
	\$3,000.00 (cash)	\$0.00
	(paid 10-19-15, SS 15-15)	
D. <u>Entrance Markers/Landscaping</u>	\$3,500.00 (cash)	\$0.00
E. <u>Monuments & Markers</u> (Ord. #951)	<u>\$1,000.00</u> (cash)	<u>\$0.00</u>
TOTAL CASH BONDS	\$45,906.00	\$0.00

II. Fees (Cash Payments to the City)

A. Trees (19 Lots)	\$5,000.00
B. Street Name Signs (Rouge Bluff Ct.)	\$825.00
C. Traffic Control Signs (Dead End, No Outlet and Stop Sign)	\$1,000.00
D. Street Light Contribution in Aid (First Year Cost)	\$10,000.00*
E. Engineering Services Gen. Improv. & Sidewalk	
1. Plan Review & Admin. (2%)	\$8,322.22 (\$1,400 pd. 11-13-15)
2. Field Inspection (5%)	<u>\$13,931.35</u>
	<u>\$22,253.57</u>
F. Engineering Services (Grading & Soil Erosion Control)	
1. Plan Review	\$275.00
2. Permit & Inspection	<u>\$1,000.00</u>
	<u>\$1,275.00</u>
	(paid 10-19-15, SS 15-15)

TOTAL CASH PAYMENTS \$40,353.57

*To be adjusted and/or refunded based on street light public hearings and the type of lighting units to be determined by the City Council.

WAIVERS

Approval to release General Improvement Bond to Leo Soave, the proprietor of the Arbor Trail Estates Site Condominiums, located on the south side of Ann Arbor Trail between Newburgh Road and Dowling Avenue, Section 32.

#335-16 RESOLVED, that having considered the report and recommendation of the City Engineer, dated July 18, 2016, approved for submission by the Mayor, the Council does hereby authorize the release to Leo Soave, Crosswinds Court Subdivision, Inc., 20592 Chestnut Circle, Livonia, Michigan 48152, the proprietor of the Arbor Trail Estates Site Condominiums, located on the south side of Ann Arbor Trail between Newburgh Road and Dowling Avenue, in the southeast ¼ of Section 32, of the financial assurances previously deposited with respect to the General Improvement Bond, in the sum of \$29,256.00, pursuant to Council Resolution No. 149-16, adopted on April 4, 2016; FURTHER, all other financial assurances now on deposit with the City, if any, with respect to this condominium development shall remain the same and unchanged; and the action herein being taken is for the reasons indicated in the aforementioned report of the City Engineer that all these improvements have been satisfactorily installed in accordance with the rules and regulations and ordinances of the City of Livonia.

AUG 22 2016

CONSENT AGENDA ITEMS (Regular Meeting of August 22, 2016)
--

Motion by: Brosnan
Seconded by: White

ROLL CALL:

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

Nays: None
Absent: None

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD AUGUST 8, 2016**

Meeting was called to order at 8:00 p.m. by President McIntyre. Present: Brandon Kritzman, Maureen Miller Brosnan, Jim Jolly, Cathy White, Scott Bahr, Brian Meakin, and Kathleen McIntyre. Absent: None.

Elected and appointed officials present: Todd Zilincik, City Engineer; Scott Miller, City Planner IV; Don Knapp, City Attorney; Mayor Dennis Wright; and Susan Nash, City Clerk.

7. **REQUEST TO RELEASE GENERAL IMPROVEMENT BOND:** Engineering Division, re: for the Arbor Trail Estates Site Condominiums located on the south side of Ann Arbor Trail between Newburgh Road and Dowling Avenue, in the Southeast ¼ of Section 32.

Todd Zilincik, City Engineer, presented the request to Council. Council Resolution No. 149-16, dated April 4, 2016, set the General Improvement Bond which would be required to assure the installation of public improvements within the subject subdivision at \$292,557.00, of which \$29,256.00 was to be in cash.

The proprietor has now completed the General Improvement Bond requirements and they hereby certify that these improvements have been installed in accordance with the City's standards and specifications.

It is recommended that the General Improvement Bond requirement in the amount of \$29,256.00 be released to Leo Soave, Crosswinds Court Subdivision, Inc., 20592 Chestnut Circle, Livonia, Michigan 48152:

Please note that the Sidewalk Bond, the Grading & Soil Erosion Control Bond, the Entrance Markers/Landscaping Bond and the Monuments & Markers Bond will be retained until these public improvements are complete.

White offered the approving resolution for the Consent Agenda.

DIRECTION:	APPROVING	CONSENT
------------	-----------	---------

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
City Engineer

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



DENNIS K. WRIGHT
MAYOR

DONALD R. ROHRAFF
Director of Public Works

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2571
FAX: (734) 466-2195

July 18, 2016

Honorable Members of the City Council
City of Livonia

**Re: Arbor Trail Estates Site Condominiums
S.E. ¼ of Section 32
Release of General Improvement Bonds**

Dear Council Members:

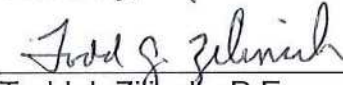
Council Resolution No. 149-16, dated April 4, 2016, set the General Improvement Bond which would be required to assure the installation of public improvements within the subject subdivision at \$292,557.00, of which \$29,256.00 was to be in cash.

The proprietor has now completed the General Improvement Bond requirements and we hereby certify that these improvements have been installed in accordance with the City's standards and specifications.

It is recommended that the General Improvement Bond requirement in the amount of \$29,256.00 be released to Leo Soave, Crosswinds Court Subdivision, Inc., 20592 Chestnut Circle, Livonia, Michigan 48152:

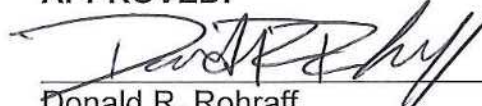
Please note that the Sidewalk Bond, the Grading & Soil Erosion Control Bond, the Entrance Markers/Landscaping Bond and the Monuments & Markers Bond will be retained until these public improvements are complete.

Sincerely,



Todd J. Zilincik, P.E.
City Engineer

APPROVED:

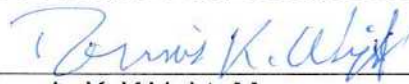


Donald R. Rohraff
Director of Public Works

To: Honorable Members of the City Council
Re: **Arbor Trail Estates Site Condominiums**
S.E. ¼ of Section 32
Release of General Improvement Bonds

July 18, 2016
Page 2

APPROVED FOR SUBMISSION:



Dennis K. Wright, Mayor
CITY OF LIVONIA

TJZ:kjw

Attachment (Bond Fee Schedule)

cc: Mayor
Council
Clerk
Law
DPW – Donald R. Rohraff
Finance
Accounting
Treasurer
Planning
Leo Soave Building Co., 20592 Chestnut Circle, Livonia, MI 48154
File

SCHEDULE OF BONDS & FEE REQUIREMENTS**I. Bond Requirements**

	<u>Current</u>	<u>Recommended</u>
A. <u>General Improvement Bond</u>		
Water Mains	\$47,040.00	\$0.00
Sanitary Sewers	\$45,650.00	\$0.00
Storm Sewers	\$42,927.00	\$0.00
Paving, Concrete Curb & Gutter and Underdrain	\$132,810.00	\$0.00
Miscellaneous Construction Costs	\$10,200.00	\$0.00
Estimated Construction Cost	\$278,627.00	\$0.00
Construction Contingencies (Approximately 5%)	\$13,930.00	\$0.00
Total	\$292,557.00	\$0.00
	(\$29,256.00 min. cash bond)	
B. <u>Sidewalk Bond</u>		
Sidewalks	\$41,600.00	n/c
Construction Contingencies (Approx. 10%)	\$4,160.00	n/c
Total	\$45,760.00	n/c
	(\$9,150.00 min. cash bond)	
C. <u>Grading & Soil Erosion Control Bond</u> (Ord. #1187)	\$3,000.00 (cash) (paid 10-19-15, SS 15-15)	n/c
D. <u>Entrance Markers/Landscaping</u>	\$3,500.00 (cash)	n/c
E. <u>Monuments & Markers</u> (Ord. #951)	\$1,000.00 (cash)	n/c
TOTAL CASH BONDS	\$45,906.00	\$16,650.00

II. Fees (Cash Payments to the City)

A. Trees (19 Lots)	\$5,000.00
B. Street Name Signs (Rouge Bluff Ct.)	\$825.00
C. Traffic Control Signs (Dead End, No Outlet and Stop Sign)	\$1,000.00
D. Street Light Contribution in Aid (First Year Cost)	\$10,000.00*
E. Engineering Services Gen. Improv. & Sidewalk	
1. Plan Review & Admin. (2%)	\$8,322.22 (\$1,400 pd. 11-13-15)
2. Field Inspection (5%)	\$13,931.35
	<u>\$22,253.57</u>
F. Engineering Services (Grading & Soil Erosion Control)	
1. Plan Review	\$275.00
2. Permit & Inspection	\$1,000.00
	<u>\$1,275.00</u>
	(paid 10-19-15, SS 15-15)
TOTAL CASH PAYMENTS	\$40,353.57

*To be adjusted and/or refunded based on street light public hearings and the type of lighting units to be determined by the City Council.

WAIVERS

Pet 2015-06-02-12
 (Crosswinds Court Sub –
 Arbor Trail Estates)
 Establishment of
 Improvement Bonds to
 assure the installation of
 public improvements at
 Arbor Trail Estates Site
 Condominiums located at
 35652, 35700, 35800 and
 35850 Ann Arbor Trail, on
 the south side of Ann
 Arbor Trail between
 Newburgh Road and
 Dowling Avenue, Section
 32.

#149-16 RESOLVED, that Leo Soave, as proprietor, having requested the City Council to approve the Arbor Trail Estates Site Condominiums, located at 35652, 35700, 35800 and 35850 Ann Arbor Trail, on the south side of Ann Arbor Trail between Newburgh Road and Dowling Avenue in the Southeast 1/4 of Section 32 of the City of Livonia (hereafter the "Condominium"), and it further appearing that approval of the Master Deed, bylaws and site plan for the Condominium was given by the City Council pursuant to Council Resolution 260-15, adopted on August 17, 2015, 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 March 2, 2016, therefore, the City Council does hereby determine as follows:

- (1) All of the public improvements, utilities and grading shall be constructed, installed and accomplished in conformity with the provisions of the ordinances of the City of Livonia, including Sections 18.62 and 18.63 of Ordinance No. 543, as amended, and the provisions referenced therein, 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 granted by the City 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 shall 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 necessary engineering permits prior to commencing the required improvements, the proprietor shall file with the City of Livonia a corporate surety bond, certified

APR - 4 2016

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 \$292,557.00, of which
at least \$ 29,256.00 shall be in cash
- (b) Sidewalk Bond \$ 45,760.00, of which at least
\$ 9,150.00 shall be in cash
- (c) Grade & Soil Erosion Control Bond \$ 3,000.00 (all
cash)
- (d) Entrance Markers/Landscaping \$ 3,500.00 (all cash)
- (e) Monuments and Markers Bond \$ 1,000.00 (all cash)
and require cash payments in the total amount of
\$40,353.57.
- (6) That all required cash deposits and certified checks which shall be established by the City Engineer pursuant to Article XVIII of Ordinance 543, Section 18.66 of the Ordinance, shall be deposited with the City prior to the issuance of engineering permits for this condominium development;
- (7) That the distribution lines for telephones and electric service are to be placed underground and ornamental street lights are to be provided throughout the Condominium in accordance with City ordinances.

CONSENT AGENDA ITEMS (Regular Meeting of April 4, 2016)

Motion by: White
Seconded by: Jolly

ROLL CALL:

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

Nays: None
Absent: None

APR - 4 2016

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 21, 2016**

Meeting was called to order at 8:00 p.m. by Vice-President Kritzman. Present: Maureen Miller Brosnan, Jim Jolly, Cathy White, Scott Bahr, Brian Meakin and Brandon Kritzman. Absent: Kathleen McIntyre.

Elected and appointed officials present: Adriane Spencer, Deputy City Clerk; Mark Taormina, Director of Economic Development and Planning; Todd Zilincik, City Engineer; Don Knapp, City Attorney; Dennis Wright, Mayor; Linda McCann, Director of Community Resources; Shadd Whitehead, Fire Chief; Michael Kelley, Fire Captain; Brian Wilson, Assistant Superintendent of Public Works.

22. REQUEST TO APPROVE THE ESTABLISHMENT OF IMPROVEMENT BONDS: Engineering Division, re: to assure the installation of public improvements at Arbor Trail Estates Site Condominiums, located at 35652, 35700, 35800 and 35850 Ann Arbor Trail, in the Southeast ¼ of Section 32. (CR 260-15)

Todd Zilincik, City Engineer, presented the request to Council. Council Resolution No. 260-15, approved the preliminary Master Deed, Bylaws and Site Plan for the Arbor Trail Estates Condominium. He is asking to establish public improvement bonds along with cash payments, according to ordinance.

Brosnan asked Zilincik to confirm that the bonds are essentially the City's guarantee that the improvements are going to be made to code and in a timely fashion, and if the developer is unable to meet standards set, the City keeps the bond money, otherwise it is returned to the developer. Zilincik responded that should all improvements be completed and approved by the City, they can release the bonds back to the developer in stages or once Water, Sewer and Roads has been completed. The bonds do offer protection for project completion for the City.

Brosnan offered the approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
City Engineer

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



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

DENNIS K. WRIGHT
MAYOR

DONALD R. ROHRAFF
Director of Public Work

March 2, 2016

Honorable Members of the City Council
City of Livonia

**Re: Arbor Trail Estates Site Condominiums
S.E. ¼ of Section 32, City of Livonia
Establishment of Improvement Bonds (C.R. No. 260-15)**

Dear Council Members:

Council Resolution No. 260-15, dated August 17, 2015 approved the preliminary Master Deed, Bylaws and Site Plan for the above referenced condominium. Upon review of the plans for the subject development the Engineering Division has determined that the following bonds should be established pursuant to Section 18.66 of Ordinance No. 543. The bonds in question are required at this time to assure the installation of public improvements.

General Improvement Bond	\$292,557.00 (\$29,256.00 minimum cash)
Sidewalk Bond	\$45,760.00 (\$9,150.00 minimum cash)
Grading & Soil Erosion Control Bond	\$3,000.00 (all cash)
Entrance Markers/Landscaping	\$3,500.00 (all cash)
Monuments and Markers Bond	\$1,000.00 (all cash)

An estimate of the cost of the public improvements for the purpose of establishing the improvement bond requirement, along with the required cash payments, is shown on the

To: Honorable Members of the City Council
Re: **Arbor Trail Estates Site Condominiums**
S.E. ¼ of Section 32, City of Livonia
Establishment of Improvements Bonds (C.R. No. 260-15)

March 2, 2016
Page 2 of 2

attached schedule in accordance with Section 18.66 of Ordinance No. 543. In accordance with Section 16.24.310 (modification of requirements of the Livonia Code of Ordinances), it will be noted that a cash payment is being recommended herein representing a contribution in aid for possible future street lighting within the subject development. The contribution amount has been based on the number of future street lights (as determined by this office) and cost factors as estimated by the Detroit Edison Company in accordance with a ruling of the Michigan Public Service Commission in December 1990.

To facilitate the maintenance of our records, the Engineering Division will require that "as built" plans of all public improvements installed in connection with the development be submitted to this office on Mylar reproducible material. Further, appropriate utility easements and deeds will be required for future maintenance by the City.

Sincerely,

APPROVED:

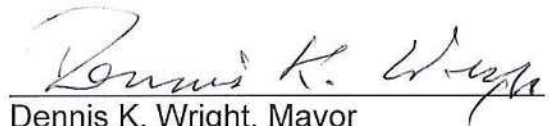


Todd J. Zilincik, P.E.
City Engineer



Donald R. Rohraff
Director of Public Works

APPROVED FOR SUBMISSION



Dennis K. Wright, Mayor
CITY OF LIVONIA

TJZ:kjw

Attachment (Schedule of Bond and Fee Requirements)

cc: Mayor
Council
Clerk
Law
Finance
Planning
Treasurer
DPW
Leo Soave, 37771 Seven Mile Road, Suite C, Livonia, MI 48152
File

SCHEDULE OF BONDS & FEE REQUIREMENTS**I. Bond Requirements****A. General Improvement Bond**

Water Mains	\$47,040.00
Sanitary Sewers	\$45,650.00
Storm Sewers	\$42,927.00
Paving, Concrete Curb & Gutter and Underdrain	\$132,810.00
Miscellaneous Construction Costs	<u>\$10,200.00</u>
Estimated Construction Cost	\$278,627.00
Construction Contingencies	<u>\$13,930.00</u>
(Approximately 5%)	

Total \$292,557.00
(\$29,256.00 min. cash bond)

B. Sidewalk Bond

Sidewalks	\$41,600.00
Construction Contingencies	<u>\$4,160.00</u>
(Approx. 10%)	

Total \$45,760.00
(\$9,150.00 min. cash bond)

C. Grading & Soil Erosion Control Bond

(Ord. #1187)

\$3,000.00 (cash)
(paid 10-19-15, SS 15-15)
\$3,500.00 (cash)

D. Entrance Markers/Landscaping\$1,000.00 (cash)**E. Monuments & Markers**

(Ord. #951)

TOTAL CASH BONDS \$45,906.00

II. Fees (Cash Payments to the City)

A. Trees (19 Lots)	\$5,000.00
B. Street Name Signs (Rouge Bluff Ct.)	\$825.00
C. Traffic Control Signs (Dead End, No Outlet and Stop Sign)	\$1,000.00
D. Street Light Contribution in Aid (First Year Cost)	\$10,000.00*
E. Engineering Services Gen. Improv. & Sidewalk	
1. Plan Review & Admin. (2%)	\$8,322.22 (\$1,400.00 pd. 11-13-15)
2. Field Inspection (5%)	<u>\$13,931.35</u>
	\$22,253.57
F. Engineering Services (Grading & Soil Erosion Control)	
1. Plan Review	\$275.00
2. Permit & Inspection	<u>\$1,000.00</u>
	<u>\$1,275.00</u>
	(paid 10-19-15, SS 15-15)

TOTAL CASH PAYMENTS \$40,353.57

*To be adjusted and/or refunded based on street light public hearings and the type of lighting units to be determined by the City Council.

On a motion by Toy, supported by Scheel, and unanimously adopted,

it was:

WAIVERS

Pet 2015-06-02-12

(Crosswinds Court Sub Inc)

Approval to develop a Planned Residential Development under the Single Family Clustering option (Arbor Trail Estates) on the north side of Ann Arbor Trail between Wayne Road and Newburgh Road (35652, 35700, 35800 and 35850 Ann Arbor Trail), Section 32

#260-15 RESOLVED, that having considered a communication from the City Planning Commission, dated July 22, 2015, approved for submission by the Mayor, which transmits its resolution #07-44-2015, adopted on July 14, 2015, with regard to Petition 2015-06-02-12, submitted by Crosswinds Court Sub Inc., requesting approval to develop a Planned Residential Development under the Single Family Clustering option (Arbor Trail Estates) on the north side of Ann Arbor Trail between Wayne Road and Newburgh Road (35652, 35700, 35800 and 35850 Ann Arbor Trail), in the Southeast ¼ of Section 32, the Council does hereby concur in the recommendation made by the City Planning Commission and Petition 2015-06-02-12 is hereby approved and granted, subject to the following conditions:

1. That the Master Deed and bylaws for this condominium development shall be submitted and filed with the Planning Commission and City Council within sixty (60) days of this approval;
2. That the following shall be incorporated in the Master Deed and bylaws:
 - that the first floor of each condominium unit shall be brick or stone, on all four (4) sides, and the total amount of brick or stone on each two-story unit shall not be less than 65% and not less than 80% on one-story dwellings;
 - that the minimum floor area for each one-story dwelling shall not be less than 1,300 square feet and not be less 1,800 square feet for each two-story dwelling;
 - that all exterior chimneys shall be brick
3. That entry lights and sidewalks shall be installed throughout the development to the satisfaction of the Engineering Department;
4. 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;
5. 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

AUG 17 2015

detention/retention and outlet facilities, and giving the City of Livonia the right to impose liens on each lot owner's property prorata 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;

6. That the brick used in the construction of each condominium unit shall be full face four inch (4") brick;
7. That the Site Plan marked Sheet 1 dated June 25, 2015, as revised, prepared by Arpee/Donnan, Inc., is hereby approved and shall be adhered to;
8. That the Landscape Plan marked Sheet 2 dated June 25, 2015, as revised, prepared by Arpee/Donnan, Inc., is hereby approved and shall be adhered to;
9. 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 Planning Commission and City Council;
10. That the petitioner shall secure the necessary storm water management permits from Wayne County, the City of Livonia, and/or the State of Michigan;
11. That the Site Plan referenced in this approving resolution shall be submitted to the Inspection Department at the time the building permits are applied for;
12. 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,
13. 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.

AUG 17 2015

UNFINISHED BUSINESS AGENDA ITEMS (Regular Meeting of August 17, 2015)

Motion by: Toy
Seconded by: Scheel

ROLL CALL:

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

Nays: None

Absent: None

AUG 17 2015

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD AUGUST 5, 2015**

Meeting was called to order at 8:10 p.m. by President Brosnan. Present: Brandon Kritzman, John Pastor, Brian Meakin, Laura Toy, Lynda Scheel, Susan Nash, and Maureen Miller Brosnan. Absent: None.

Elected and appointed officials present: Todd Zilincik, City Engineer; Mark Taormina, Director of Planning & Economic Development; Don Knapp, City Attorney; Judy Priebe, Director of Legislative Affairs; Susan Hoff, City Clerk; and Mayor Jack Kirksey.

10. WAIVER PETITION: Planning Commission, re: Petition 2015-06-02-12 submitted by Crosswinds Court Sub Inc., requesting approval to develop a Planned Residential Development under the Single Family Clustering option (Arbor Trail Estates) on the north side of Ann Arbor Trail between Wayne Road and Newburgh Road (35652, 35700, 35800 and 35850 Ann Arbor Trail), in the Southeast ¼ of Section 32.

Mark Taormina, Director of Planning and Economic Development, presented the request to Council. This is a request to develop a Planned Residential Development and Single Family Cluster called "Arbor Trail Estates." The site of the proposed development is on the north side of Ann Arbor Trail. It's approximately a third of a mile west of Wayne Road. The current zoning is R-U-F and C-1, but the site is in the process of being rezoned to the R-1 Single Family Residential category. First Reading was given by the City Council on June 15. The site consists of four parcels with a combined land area of 5.03 acres and includes 716 feet of frontage on Ann Arbor Trail. Looking to the west is the site of the Parkway Condominiums which is zoned R-7, Multiple Family Residential. Immediately to the east of the subject property are the Arbor Woods Condominiums zoned R-C, Residential Condominiums. To the south across Ann Arbor Trail are residential lots zoned R-1 and R-U-F. Looking to the north is the Middle Rouge Parkway or Edward Hines Park which is zoned PL, Public Lands. Single Family Clustering is a development alternative available in any R-1 thru R-5 district, subject to special waiver use approval. Single Family Clustering provides flexible design standards as a way of encouraging more efficient use of land as a means of preserving open space, providing single family development on difficult sites, and offering reasonable alternatives to multiple family residential development. This option permits either attached or detached single family dwellings. In order to qualify, the applicant must demonstrate that the land area proposed to be developed contains one or more unique characteristics. The list includes natural assets worth preserving, floodplains, poor soils, being located adjacent to either non-residential or high-density residential land uses, or is a parcel that is small, unusually shaped or contains narrow dimensions that makes conventional land development difficult or impractical. This site qualifies on the

basis that the land area proposed to be developed is relatively small, does have frontage on a major thoroughfare, is also adjacent to higher density developments, and is of shallow depth that makes conventional subdivision development impractical. Greater design efficiency is achieved by allowing the lot sizes and yard setbacks to be reduced, provided that the overall density does not exceed that which would normally be allowed for the applicable zoning district, which in this case -the R-1 district- is set at 4.0 units per acre. For the subject site, which is 5.03 acres in overall area, the maximum number of homes that could be achieved is 20 units. The site plan shows a total of 19 single family detached homes in the form of a site condominium. The lots range in size from the lowest at 4,918 square feet, which is Lot 11, to 5,855 square feet which is Lot 17. A majority of the lots are around 5,000 square feet and measure 50 feet in width by 100 feet in depth. There would be a single "L" shaped road called Rouge Bluff Court that would provide access to all 19 lots. The road enters from Ann Arbor Trail at the east end of the property, continues north for a distance of about 140 feet before making a 90 degree turn in a westerly direction. It then runs parallel to Ann Arbor Trail for a distance of approximately 600 feet terminating at the west end of the property in the form of a "T" turn-around. The Engineering Division has reviewed the revised "T" turn-around indicating that it fully complies with their design parameters. The minimum spacing between dwellings in an R-1 cluster is 10 feet and the minimum front yard setback is 25 feet, 40 feet abutting a major thoroughfare. All 19 lots would conform to these minimum yard requirements. In terms of storm water detention, that is shown in the northwest corner of the property in the form of a combined forebay and storage basin with an outlet to an existing storm pipe that drains to the Middle Branch of the Rouge River. Again, it's in the northwest corner of the property adjacent to the road just west of proposed Lot 12. A couple of basins would be created on the surface of the land providing some shallow depressions that would hold the storm water. It would first enter the forebay which is on the right hand side which is separate from the larger detention pond which is on the left hand side. From there, the water would discharge out to an existing pipe that then releases to the Middle Branch of the Rouge River. They would be tying into an existing storm system. The plan shows a 20 foot wide landscape berm along Ann Arbor Trail that would be planted with a variety of both deciduous and coniferous full size trees. These would all be full size trees, including white spruce, white pine, red maple and fir. Along the east side of the property, adjacent to Arbor Woods, the plan shows a landscape greenbelt no less than 40 feet in width between the road and the property line. The greenbelt would be bermed and landscaped, and planted with mostly evergreens intended to shield the new development from the existing homes. Adjacent to the Parkway Condominiums, the greenbelt is approximately 15 feet in width. We do not currently have information pertaining to the homes that would be constructed here, but Mr. Soave, the developer, is present and would be able to respond relative to the types of homes that would be constructed.

Toy asked Taormina if this was the old greenhouse site. Taormina replied yes.

President Brosnan asked Taormina if the objections of the Public Safety Division still exist or if the new plan addressed those objections. He said the new plan is an improvement addressing those objections.

Enrico Soave, 37771 Seven Mile Road, Suite C, Livonia, was present to answer any questions Council may have. He said Mr. Taormina did an excellent job describing their proposed development. He said they are excited about this development and hope to begin construction before the end of this year.

Toy asked Soave what size homes would be constructed, specifically, the square footage. Soave replied stating the minimum would be a 1,300 square feet ranch and maximum would be 2,400 square feet colonial / Cape Cod model. Mostly brick construction. Toy commended Soave for taking into the consideration the concerns of the adjacent neighbors and addressing their concerns.

Taormina pointed out that the Planning Commission stipulated the minimum house size be at least 1,500 square feet. He said that conflicts with the information Mr. Soave just provided. Soave responded stating their 1,300 square feet model is perfect for retirees and new families that are 3 bedroom homes. He said they fit perfectly on the lot within the building envelope. He said if it's an issue they could further discuss it Taormina said he didn't have an issue with it. He said that was carry over language from a previous developments. He said he recommends that if Council has no objection, that the condition be modified to reflect a minimum size of 1,300 square feet for a house.

Toy offered the approving resolution modifying the stipulation of house size minimum of 1,300 square feet for the Regular Agenda.

DIRECTION:	APPROVING – MODIFYING CONDITION #2 TO REFLECT 1,300 SQ FT MINIMUM FOR HOUSE SIZE	REGULAR
------------	---	---------

PLANNING COMMISSION

R. LEE MORROW, Chairman
IAN WILSHAW, Vice Chairman
CAROL A. SMILEY, Secretary

SCOTT BAHR
KATHLEEN E. McINTYRE
GERALD TAYLOR



JACK KIRKSEY
MAYOR

MARK TAORMINA
PLANNING & ECONOMIC
DEVELOPMENT DIRECTOR

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

July 22, 2015

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2015-06-02-12 – Crosswinds Court Sub Inc., (Arbor Trail Estates)

Dear Council Members:

At the 1,073rd Public Hearings and Regular Meeting held by the City Planning Commission on July 14, 2015, in the Livonia City Hall, the following resolution was unanimously adopted:

#07-45-2015 **RESOLVED**, that the City Planning Commission does hereby determine to waive the provisions of Section 10 of Article VI of the Planning Commission Rules of Procedure, regarding the effective date of a resolution after the seven-day period from the date of adoption by the Planning Commission, in connection with Petition 2015-06-02-12 submitted by Crosswinds Court Sub Inc. requesting special waiver use approval pursuant to Sections 20.01 and 20.02A of the City of Livonia Zoning Ordinance #543, as amended, to develop a Planned Residential Development under the Single Family Clustering option (Arbor Trail Estates) on properties at 35652, 35700, 35800 and 35850 Ann Arbor Trail, located on the north side of Ann Arbor Trail between Wayne Road and Newburgh Road in the Southeast 1/4 of Section 32, which property is zoned RUF and C-1 and is proposed to be rezoned to R-1.

Very truly yours,

APPROVED FOR SUBMISSION


Jack Kirksey, Mayor

CITY PLANNING COMMISSION


Carol A. Smiley, Secretary

cc: Mayor, Clerk, Law, Inspection, Zoning Board of Appeals
Leo Soave, 37771 Seven Mile, Livonia, MI 48152

PLANNING COMMISSION

R. LEE MORROW, Chairman
IAN WILSHAW, Vice Chairman
CAROL A. SMILEY, Secretary

SCOTT BAHR
KATHLEEN E. McINTYRE
GERALD TAYLOR



JACK KIRKSEY
MAYOR

MARK TAORMINA
PLANNING & ECONOMIC
DEVELOPMENT DIRECTOR

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

July 22, 2015

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2015-06-02-12 – Crosswinds Court Sub Inc., (Arbor Trail Estates)

Dear Council Members:

At the 1,073rd Public Hearings and Regular Meeting held by the City Planning Commission on July 14, 2015, in the Livonia City Hall, the following resolution was unanimously adopted:

#07-44-2015 **RESOLVED**, that pursuant to a Public Hearing having been held by the City Planning Commission on July 14, 2015, on Petition 2015-06-02-12 submitted by Crosswinds Court Sub Inc. requesting special waiver use approval pursuant to Sections 20.01 and 20.02A of the City of Livonia Zoning Ordinance #543, as amended, to develop a Planned Residential Development under the Single Family Clustering option (Arbor Trail Estates) on properties at 35652, 35700, 35800 and 35850 Ann Arbor Trail, located on the north side of Ann Arbor Trail between Wayne Road and Newburgh Road in the Southeast 1/4 of Section 32, which property is zoned RUF and C-1 and is proposed to be rezoned to R-1, the Planning Commission does hereby recommend to the City Council that Petition 2015-06-02-12 be approved subject to the following conditions:

1. That the Master Deed and bylaws for this condominium development shall be submitted and filed with the Planning Commission and City Council within sixty (60) days of this approval;

2. That the following shall be incorporated in the Master Deed and bylaws:
 - that the first floor of each condominium unit shall be brick or stone, on all four (4) sides, and the total amount of brick or stone on each two-story unit shall not be less than 65% and not less than 80% on one-story dwellings;
 - that the minimum floor area for each one-story dwelling shall not be less than 1,500 square feet and not be less 1,800 square feet for each two-story dwelling;
 - that all exterior chimneys shall be brick
3. That entry lights and sidewalks shall be installed throughout the development to the satisfaction of the Engineering Department;
4. 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;
5. 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 prorata 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;
6. That the brick used in the construction of each condominium unit shall be full face four inch (4") brick;
7. That the Site Plan marked Sheet 1 dated June 25, 2015, as revised, prepared by Arpee/Donnan, Inc., is hereby approved and shall be adhered to;
8. That the Landscape Plan marked Sheet 2 dated June 25, 2015, as revised, prepared by Arpee/Donnan, Inc., is hereby approved and shall be adhered to;

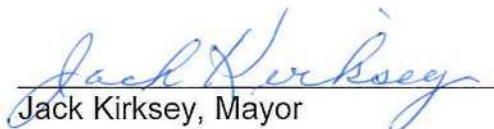
9. That only a conforming entrance marker is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Planning Commission and City Council;
10. That the petitioner shall secure the necessary storm water management permits from Wayne County, the City of Livonia, and/or the State of Michigan;
11. That the Site Plan referenced in this approving resolution shall be submitted to the Inspection Department at the time the building permits are applied for;
12. 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,
13. 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.

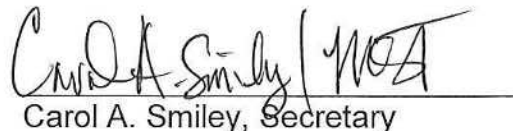
FURTHER RESOLVED, that notice of the above hearing was given in accordance with the provisions of Section 19.05 of Zoning Ordinance #543, as amended.

Very truly yours,

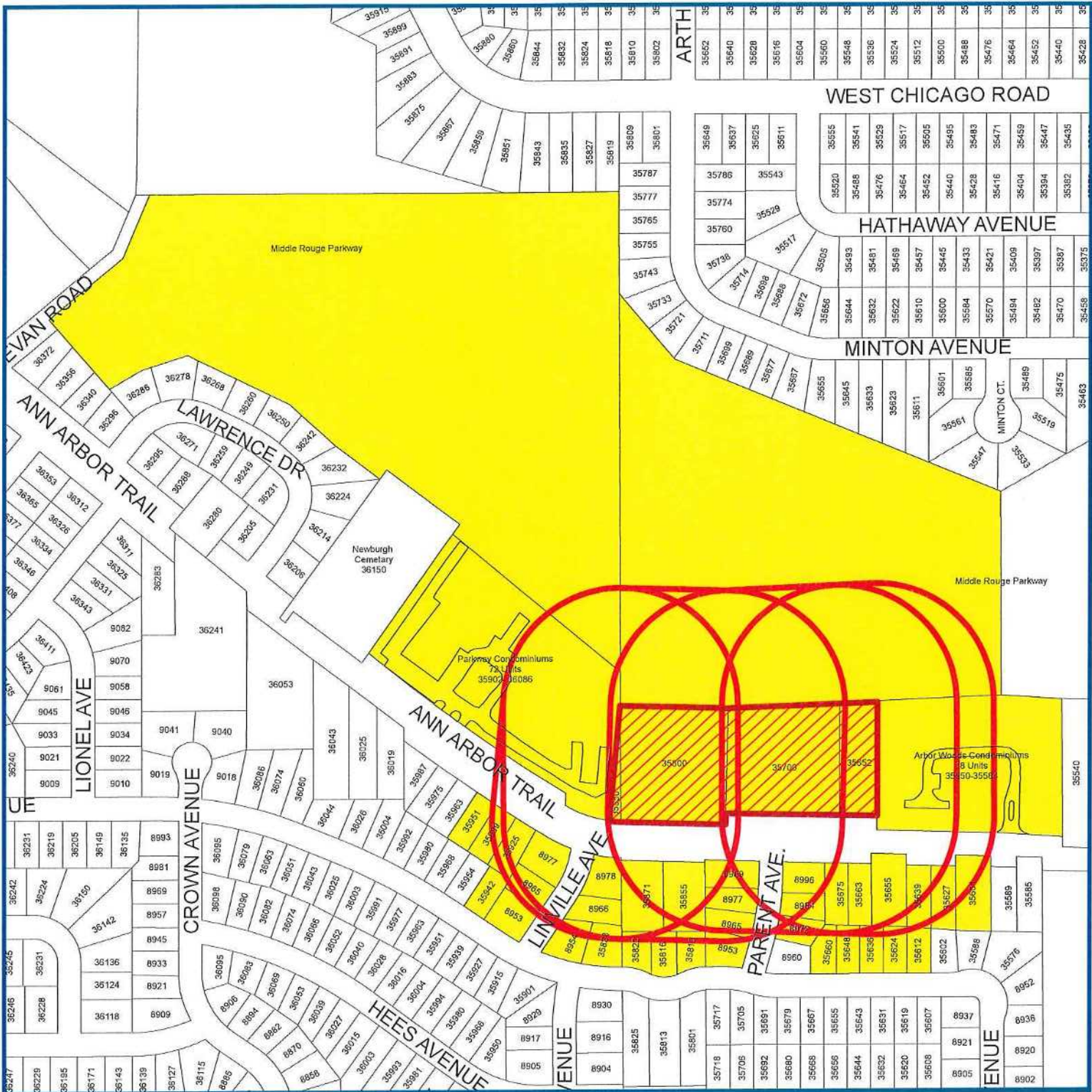
APPROVED FOR SUBMISSION

CITY PLANNING COMMISSION


Jack Kirksey, Mayor


Carol A. Smiley, Secretary

cc: Mayor, Clerk, Law, Inspection, Zoning Board of Appeals
Leo Soave, 37771 Seven Mile, Livonia, MI 48152



Notification Map

Petition 2015-06-02-12

Arbor Trail Estates

**35652, 35700, 35800 and 35850 Ann Arbor Trail
Planned Residential Development**

-  Site Under Petition
-  300 Feet Radius
-  Properties within 300 feet

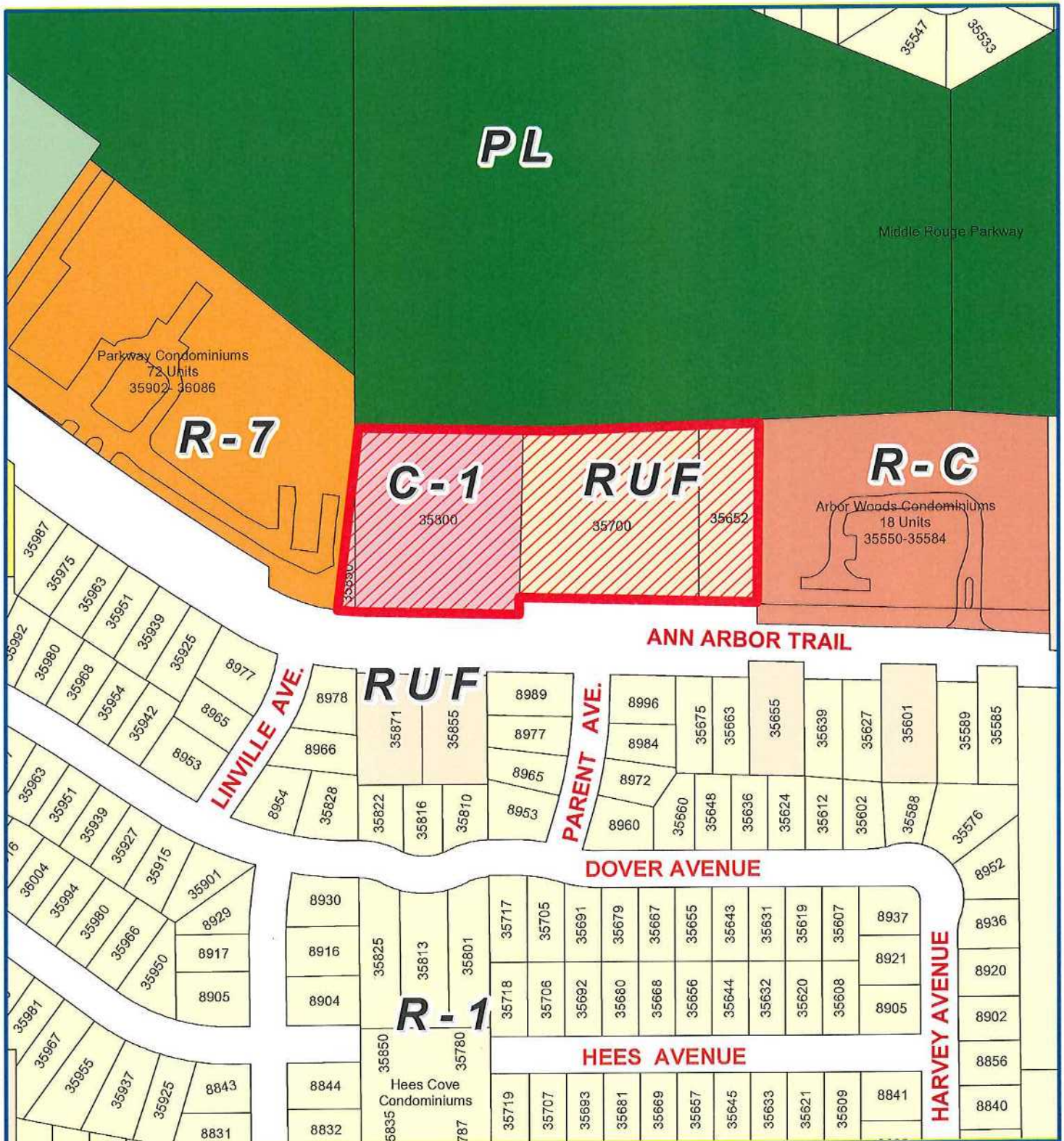


Not to Scale



City of Livonia
Planning Department

Date of Public Hearing: July 14, 2015



Address & Zoning Map

Petition 2015-06-02-12

Arbor Trail Estates

35652, 35700, 35800 and 35850 Ann Arbor Trail
Planned Residential Development



Not to Scale



City of Livonia
Planning Department



Aerial Map

Petition 2015-06-02-12

Arbor Trail Estates

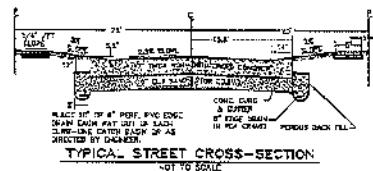
35652, 35700, 35800 and 35850 Ann Arbor Trail
Planned Residential Development



Not to Scale



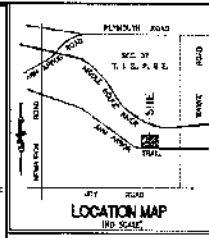
City of Livonia
Planning Department



PARCEL NO. 1 (AX EJ.125-31-D729-001)
THE EASTERLY QUARTER PART OF LOT 279 OF SUPERVISORS JUNIOR PLAT NO. 11 OF
PART OF THE S.E. 1/4 OF SECTION 31 E. 1 N. R. 2 E. WYOMING TWP. (NOW CITY OF
LYNDEN) WAYNE COUNTY, MICHIGAN AS RECORDED BY DEED BE. OF PLATS, PAGE 64, REC.
MEASURING 207.14 FEET OF THE EAST LINE OF LOT 279 AND 30.00 FEET ON THE
SOUTHERLY LINE OF LOT 279.

PARCEL NO. 2 (TAX 10.128-01-0726-000)
LOT 726 OF SUPERVISORS LYONIA, FLA. NO. 11 OF PART OF THE S.E. 1/4 OF SECTION 3
T. 1 S., R. 9 E., LYONIA TWP. (BOW CITY OF LYONIA) WAYNE COUNTY, MICHIGAN AS
RECORDED IN LIBER 88 OF PLATS, PAGE 64, W.C.R.
CONTAINING 1.845 ACRES.

PARGEL NO. 3 (TAX D-128-99-0012-002)
 PART OF THE SOUTHEAST 1/4 OF SECTION 32, T. 1 S., R. 8 E., CITY OF LIVINGSTON, WYOMING
 COUNTY, AGRICULTURAL USE AS DETERMINED BY 015010710 BY 1675.24 FEET ALONG THE
 EAST LINE OF SAID SECTION 32 AND N 04°17'30" W BY 697.65 FEET FROM THE EAST 1/4 OF
 SAID SECTION 32, THENCE N 89°05'00" W BY 360.00 FEET; THENCE N 24°14'20"
 E 330.00 FEET; THENCE N 89°05'00" W BY 360.00 FEET; THENCE S 03°04'23" W 507.00 FEET
 TO THE POINT OF BEGINNING, EXCEPT THE SOUTH 82.00 FEET OF THE 1675
 CONTAINING 2.540 ACRES.

[illegible]

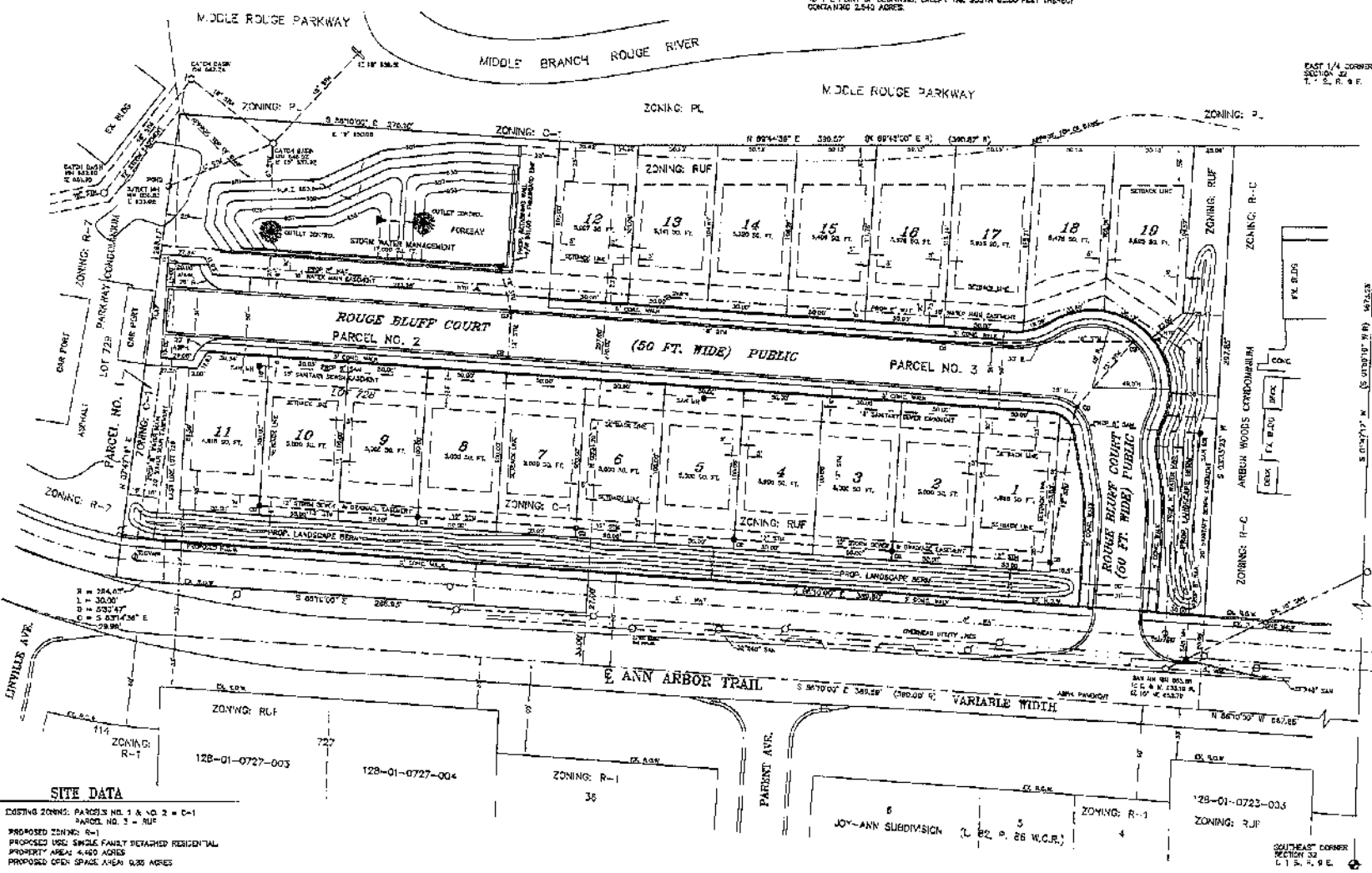
REVISIONS
05/25/2015

PREPARED FOR
LEO SOAVE
33771 SEMIN MILE ROAD, SUITE C
LIVONIA, MICHIGAN 48152
(586) 219-7880

WARPEE/DONNAN, INC.
LAND SURVEYING • ENGINEERING • MAPPING
32233 SCHOOLCRAFT ROAD, SUITE 103
LIVONIA, MICHIGAN 48150
PHONE (734) 653-3355 FAX (734) 653-3394

**ARBOR TRAIL ESTATES
PLANNED RESIDENTIAL DEVELOPMENT**

DATE: 08/16/2015
DRAFTED BY: PRE
CHECKED BY: WOO
P.N.: 283
FILE: 10020
JOB #
10020
SH. 1



EVERGREEN TREE

DECIDUOUS TREE

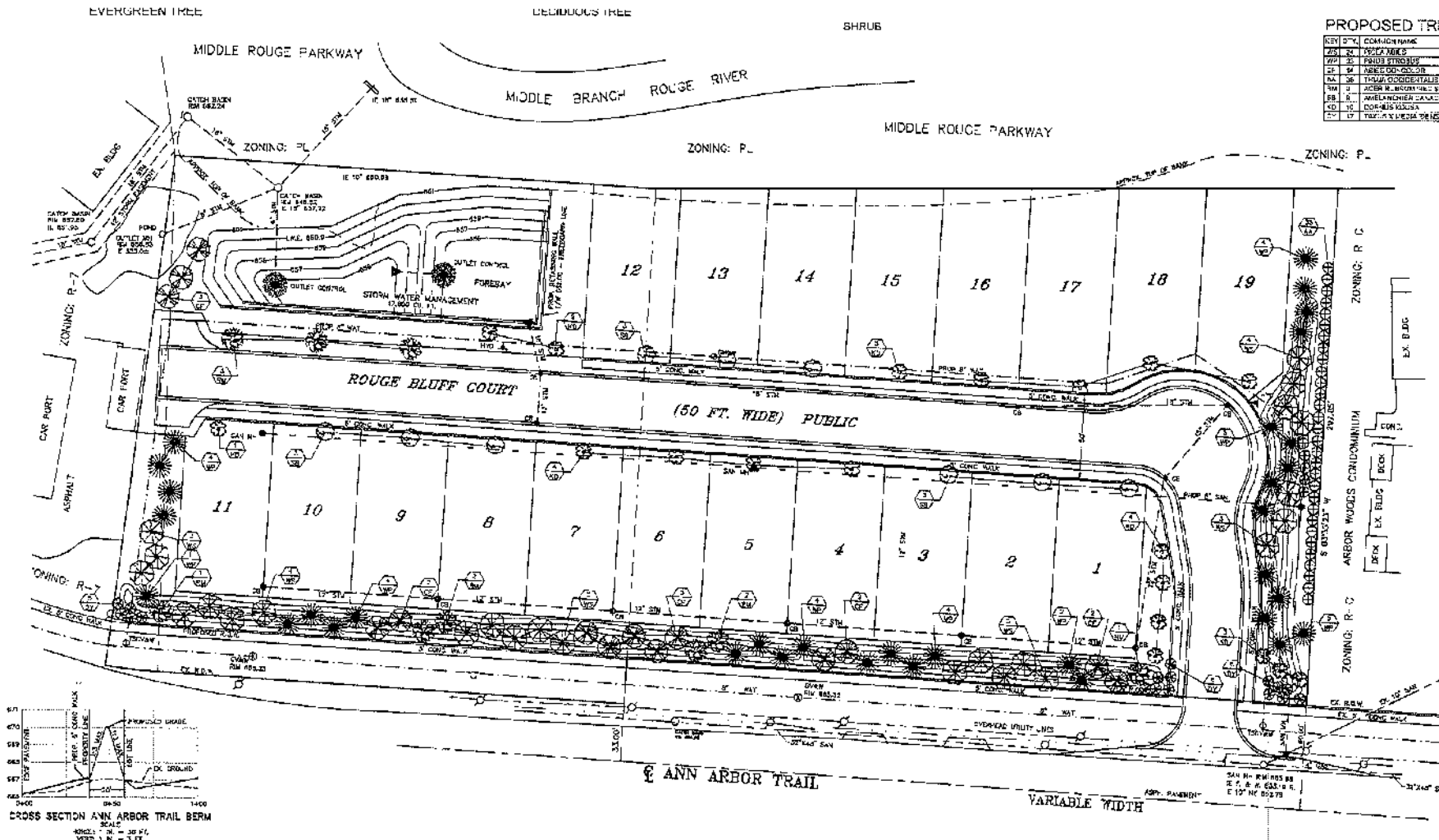
SHRUB

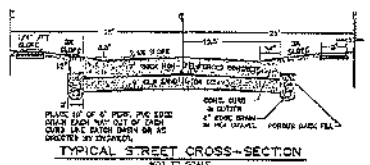
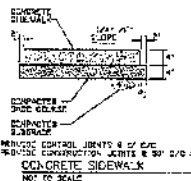
PROPOSED TREES

KEY	SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
1	(Symbol)	WHITE PINE	WHITE PINE	12" H. B&B
2	(Symbol)	WHITE PINE	WHITE PINE	12" H. B&B
3	(Symbol)	WHITE PINE	WHITE PINE	12" H. B&B
4	(Symbol)	WHITE PINE	WHITE PINE	12" H. B&B
5	(Symbol)	WHITE PINE	WHITE PINE	12" H. B&B
6	(Symbol)	WHITE PINE	WHITE PINE	12" H. B&B
7	(Symbol)	WHITE PINE	WHITE PINE	12" H. B&B
8	(Symbol)	WHITE PINE	WHITE PINE	12" H. B&B
9	(Symbol)	WHITE PINE	WHITE PINE	12" H. B&B
10	(Symbol)	WHITE PINE	WHITE PINE	12" H. B&B
11	(Symbol)	WHITE PINE	WHITE PINE	12" H. B&B
12	(Symbol)	WHITE PINE	WHITE PINE	12" H. B&B
13	(Symbol)	WHITE PINE	WHITE PINE	12" H. B&B
14	(Symbol)	WHITE PINE	WHITE PINE	12" H. B&B
15	(Symbol)	WHITE PINE	WHITE PINE	12" H. B&B
16	(Symbol)	WHITE PINE	WHITE PINE	12" H. B&B
17	(Symbol)	WHITE PINE	WHITE PINE	12" H. B&B
18	(Symbol)	WHITE PINE	WHITE PINE	12" H. B&B
19	(Symbol)	WHITE PINE	WHITE PINE	12" H. B&B

NOTE:
ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE
RESTORED WITH TOPSOIL, SEED & MULCH.

LANDSCAPE PLAN





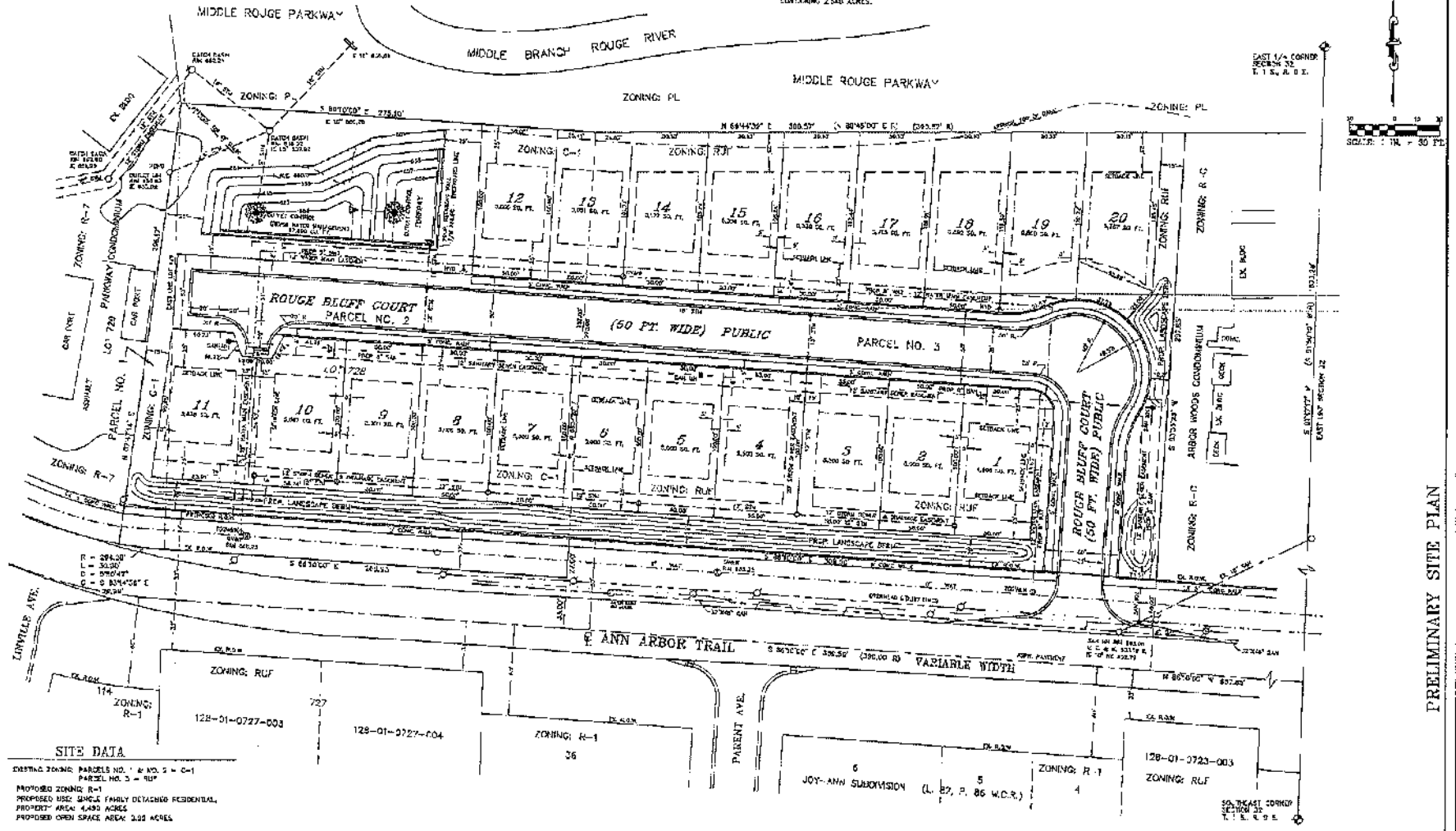
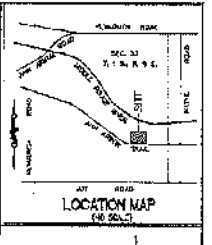
PROPERTY DESCRIPTIONS

PARCEL NO. 1 (TAX 0-128-01-0729-001)
 PART OF THE S.E. 1/4 OF SECTION 32, T. 1 S., R. 9 E., L. 1 S., LYONIA TWP., NEW CITY OF LYONIA, WAYNE COUNTY, MICHIGAN, AS SHOWN IN PLAT 84, M.C.A., JACOBUS 392.14 FEET OF THE EAST LINE OF LOT 123 AND 30.00 FEET ON THE SOUTHERLY LINE OF LOT 122.

PARCEL NO. 2 (TAX 0-128-01-0728-000)
 LOT 228 OF LYONIA PLAT NO. 11 OF PART OF THE S.E. 1/4 OF SECTION 32, T. 1 S., R. 9 E., LYONIA TWP., NEW CITY OF LYONIA, WAYNE COUNTY, MICHIGAN, AS SHOWN IN PLAT 84, M.C.A., CONTAINING 1.840 ACRES.

PARCEL NO. 3 (TAX 0-128-01-0728-002)
 PART OF THE S.W. 1/4 OF SECTION 32, T. 1 S., R. 9 E., LYONIA TWP., NEW CITY OF LYONIA, WAYNE COUNTY, MICHIGAN, AS SHOWN IN PLAT 84, M.C.A., JACOBUS 392.14 FEET OF THE EAST LINE OF LOT 123 AND 30.00 FEET ON THE SOUTHERLY LINE OF LOT 122.

LEGEND	
EXISTING	PROPOSED
1. ROADWAY	1. ROADWAY
2. SIDEWALK	2. SIDEWALK
3. DRIVEWAY	3. DRIVEWAY
4. LOT LINE	4. LOT LINE
5. EASEMENT	5. EASEMENT
6. UTILITY	6. UTILITY
7. FENCE	7. FENCE
8. TREE	8. TREE
9. SHED	9. SHED
10. POOL	10. POOL
11. GROUND COVER	11. GROUND COVER
12. WATER	12. WATER
13. FLOOD HAZARD	13. FLOOD HAZARD
14. EROSION	14. EROSION
15. LANDSLIDE	15. LANDSLIDE
16. OTHER	16. OTHER



SITE DATA

EXISTING ZONING: PARCELS NO. 1 & NO. 2 = R-1
 PARCEL NO. 3 = R-11
 PROPOSED ZONING: R-1
 PROPOSED USE: SINGLE FAMILY DETACHED RESIDENTIAL
 PROPERTY AREA: 4.480 ACRES
 PROPOSED OPEN SPACE AREA: 2.00 ACRES

PRELIMINARY SITE PLAN

ARPEE/DONNAN, INC.
 LAND SURVEYING - ENGINEERS - MAPPING
 30235 CEDAR CREST ROAD, SUITE 103
 LYONIA, MICHIGAN 48150
 PHONE (248) 840-3343 FAX (248) 840-3344

DATE: 06/16/2015
 DRAWN BY: JMB
 CHECKED BY: JMB
 SCALE: 1" = 40' (AS SHOWN)
 10020
 SH:

PREPARED FOR:
LEO SOAVE
 37771 SEVEN MILE ROAD, SUITE C
 LYONIA, MICHIGAN 48152
 (248) 219-7890



- [illegible]



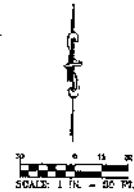
- [illegible]



- [illegible]

- ### UNIQUE ELEMENTS

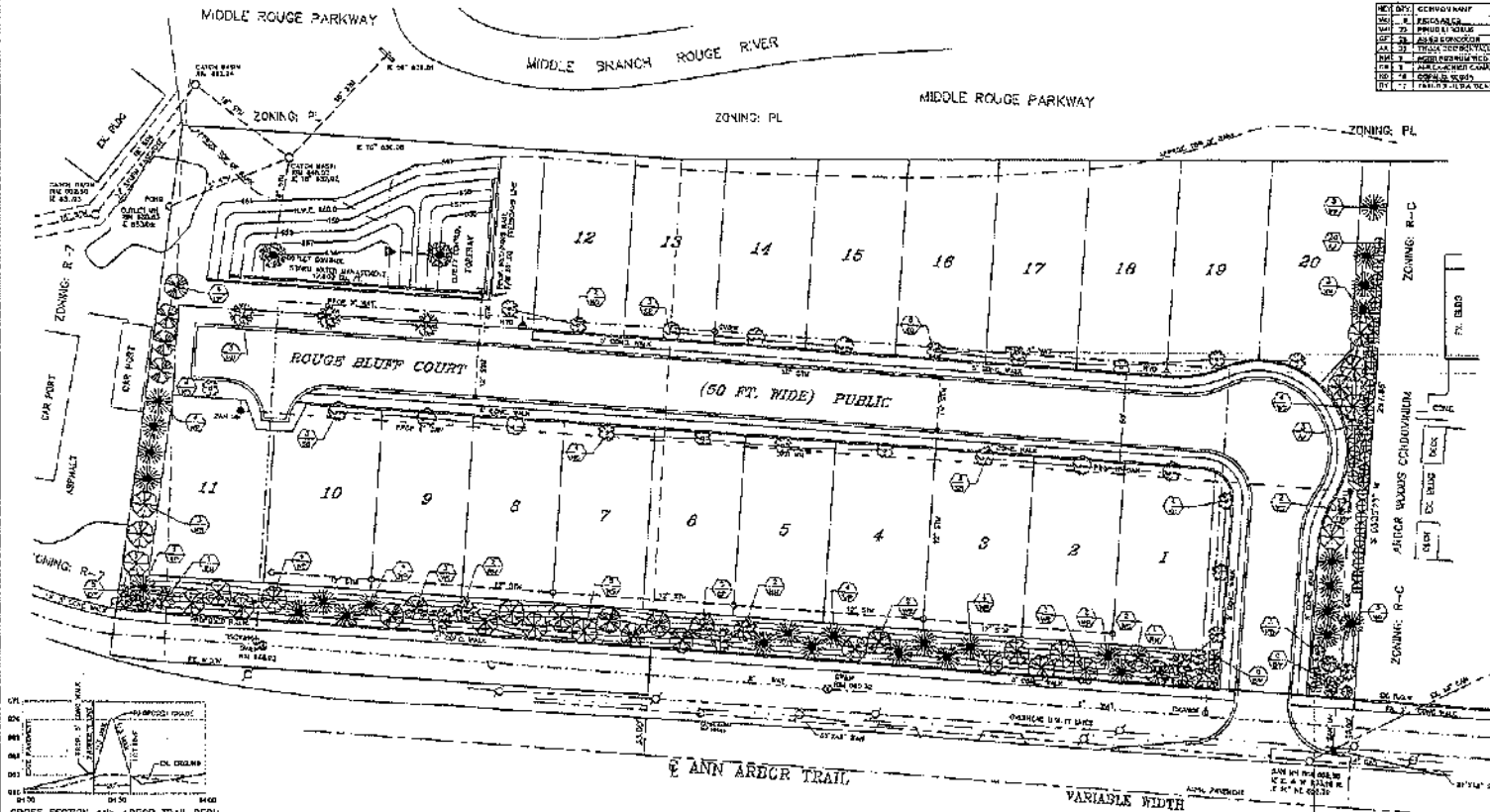
- [illegible]



PROPOSED TREES

[illegible]

NOTE:
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-27-2001 BY 60322 UCBAW



LANDSCAPE PLAN

**ARBOR TRAIL ESTATES
PLANNED RESIDENTIAL DEVELOPMENT**

PREPARED FOR
LEO SOAVE
37771 SEVEN MILE ROAD, SUITE C
LIVONIA, MICHIGAN 48152
(586) 219-7880

REVISIONS

DATE 08/18/2015
DRAFTED BY WND
CHECKED BY WND
F.D. 283
FILE: 1002C
JOS

54.

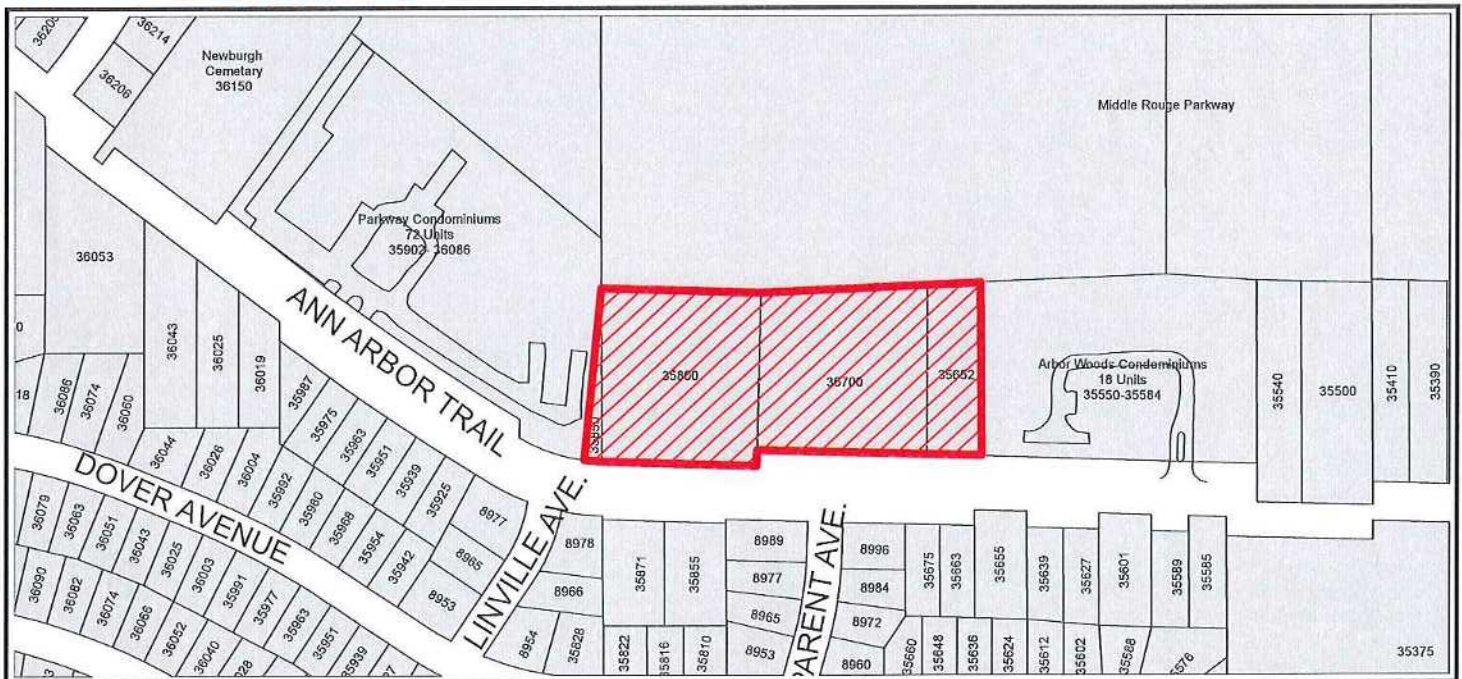
NOTICE OF PUBLIC HEARING
CITY OF LIVONIA PLANNING COMMISSION



33000 Civic Center Drive
Livonia, Michigan 48154-3097
(734) 466-2290
Fax: (734) 466-2108

A PUBLIC HEARING WILL TAKE PLACE BEFORE
THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA
ON TUESDAY JULY 14, 2015 AT THE
LIVONIA CITY HALL, 33000 CIVIC CENTER DRIVE, LIVONIA, MICHIGAN
AT 7:00 P.M., OR AS SOON THEREAFTER AS THE AGENDA
WILL PERMIT ON THE FOLLOWING ITEM:

Petition 2015-06-02-12 submitted by Crosswinds Court Sub Inc. requesting special waiver use approval pursuant to Sections 20.01 and 20.02A of the City of Livonia Zoning Ordinance #543, as amended, to develop a Planned Residential Development under the Single Family Clustering option (Arbor Trail Estates) on properties at 35652, 35700, 35800 and 35850 Ann Arbor Trail, located on the north side of Ann Arbor Trail between Wayne Road and Newburgh Road in the Southeast ¼ of Section 32.



INSPECTION DEPARTMENT

BUILDING
HEATING
PLUMBING
ELECTRICAL
ZONING
SANITATION
ENVIRONMENTAL PROTECTION
ORDINANCE ENFORCEMENT



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2580
FAX: (734) 466-2095

JACK E. KIRKSEY
MAYOR

A. ALEXANDER BISHOP, CBO
DIRECTOR

JEROME A. HANNA
ASSISTANT DIRECTOR

Date: July 13, 2015

To: Scott O. Miller

From: Jerome Hanna

RE: Petition 2015-06-02-12 – 35652, 35700, 35800, 35850 Ann Arbor Trail – Arbor Trail Estates



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

This Department has no objections to this Petition. I trust this provides the requested information.


Jerome Hanna
Assistant Director of Inspection

JH/kdt

DEPARTMENT OF PUBLIC SAFETY
LIVONIA FIRE & RESCUE

SHADD A. WHITEHEAD
FIRE CHIEF



JACK E. KIRKSEY
MAYOR

14910 FARMINGTON ROAD
LIVONIA, MICHIGAN 48154-5419
(734) 466-2444
FAX: (734) 466-2082

July 7, 2015

Scott O. Miller, Planner IV
Planning Commission
City of Livonia

RE: Petition 2015-06-02-12, Arbor Trail Estates, 35652, 35700, 35800, and 35850 Ann Arbor Trail

This office has reviewed the site plan submitted in connection with a request for special wavier use approval pursuant to Sections 20.01 and 20.02A of the City of Livonia Zoning Ordinance #543, as amended, to develop a Planned Residential Development under the Single Family Clustering option on property located at the above referenced address.

Due to the following, we have objections to this request:

1. Access to this development is via the entrance being proposed on the east side of the subdivision. Our vehicles will have to back up to get out.
2. Prior history has shown that subdivisions built with "T" turnarounds do not function as planned. Homeowners will park vehicles, place sporting equipment and plow snow into this space.

Our recommendation for this petition would be to deny the roadway request as laid out and arrange for the road to continue out to Ann Arbor Trail via lot number 11.

Sincerely,

Daniel Lee

Daniel Lee
Fire Marshal

Sam
File

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE

CURTIS CAID
CHIEF OF POLICE



JACK E. KIRKSEY
MAYOR

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

June 30, 2015

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

Re: Petition 2015-06-02-12 Arbor Trail Estates

Dear Mr. Miller,

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

Yours very truly,
FOR THE CHIEF OF POLICE

Joseph Boitos, Sergeant
Traffic Bureau

RECEIVED
JUL 07 2015
CITY OF LIVONIA
PLANNING COMMISSION

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
City Engineer

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



JACK E. KIRKSEY
MAYOR

KEVIN L. MAILLARD, P.E.
Director of Public Works

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2571
FAX: (734) 466-2195

June 24, 2015



Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2015-06-02-12 – Arbor Trail Estates

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced planning petition. We have no objections to the proposed waiver use petition at this time, although we do have the following comments which should be addressed prior to approval.

It appears that the petitioner may be using outdated parcel and legal description information for the proposed re-zoning. In 2012, parcel 128-99-0012-002 (#35700 Ann Arbor Trail) was split into two separate parcels, 128-99-0012-003 and 128-99-0012-004. (#35700 and #35652 Ann Arbor Trail respectively) The submitted plan and legal descriptions included with the petition should be corrected to reflect the current parcel configuration.

This department has been in contact with the developer regarding the utilities for the site, and what they are showing on the submitted plans is acceptable to this department. They will need to provide detailed plans to this office which include all necessary calculations prior to permitting.

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

Sincerely,

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

cc: 2015 Petition File

CITY OF LIVONIA, MICHIGAN
APPLICATION FOR WAIVER USE APPROVAL

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

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

Date Filed: June 18, 2015 Petition # 2015-06-02-12
Site Address: 35800 A-TRAIL Sidwell # _____ Zoning of Property R-1
Requesting approval to Construct Houses
Applicant: LEO SOARCE Business/Company: CHOSS WINDS
Applicant's Address: 37771 7MILE City: LIVONIA State: MI Zip Code: 48152
Applicant's Phone # (586) 219-7880 Applicant's Fax # (248) 476 3213
Contact Person: LEO SOARCE Business/Company: SAME
Contact's Address: SAME City: _____ State: _____ Zip Code: _____
Contact's Phone # () Contact's Fax # ()

Please provide the following information:

- 1) **Site Plan** showing:
 - property dimensions, including road right-of-way & building setback lines
 - foot print of building(s), including dimensions & square footage
 - all easements, protective walls, sidewalks & existing trees
 - any significant topographic features (existing or proposed)
 - parking layout, including type of surface material, sizes of spaces & aisles
 - method used in calculating parking requirement
 - location of light standards servicing parking lot & cutout showing type & height
 - location of trash receptacle, including description of screening
 - location of signs (if proposed must submit separate sign application)
- 2) **Detailed Landscape Plan** including:
 - listing or labeling of all planted materials as to type and size
 - areas to be fully irrigated
 - percentage of landscaping provided (15% of total site required)
- 3) **Building Elevation Plan** depicting:
 - architectural quality
 - wall section & detail plan - exterior building materials must be labeled (i.e. brick, thin brick, dryvit)
 - all visible rooftop mechanical equipment and how they will be screened
- 4) **General Floor Plan** showing:
 - floor layout
 - entrances & exits
 - restaurants are required to illustrate seating arrangement & capacity
- 5) **One (1) set of reduced plans** (i.e. site, landscape, elevation, floor), a maximum 11" x 17" in size, or digital file in a .pdf format either on CD or emailed to smiller@ci.livonia.mi.us
- 6) **Legal Description** of the property to be considered (Clearly Printed)
- 7) Three (3) completed application forms & **twenty three (23) sets of full size drawings**

RECEIVED
OFFICE OF THE CITY CLERK
2015 JUN 18 PM 12:58

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

FEE COMPUTATION

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

Owner of Property: CHOSS WINDS CT
Owner's Address: 37771 7MILE City: LIVONIA State: MI Zip Code: 48152
Owner's Phone # (586) 219 7880 Owner's Fax # (248) 476 3213
Signature of Owner: [Signature] Print Name: LEO SOARCE
Subscribed and sworn to before me, a Notary Public in and for the County of Wayne State of Michigan
on this 18th day of June 20 15
Signature of Notary Margaret Ann Watson My commission expires 7-10-20
Acting in the County of Wayne

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 4

Petition 2015-06-02-12 submitted by Crosswinds Court Sub Inc. requesting special waiver use approval pursuant to Sections 20.01 and 20.02A of the City of Livonia Zoning Ordinance #543, as amended, to develop a Planned Residential Development under the Single Family Clustering option (Arbor Trail Estates) on properties at 35652, 35700, 35800 and 35850 Ann Arbor Trail, located on the north side of Ann Arbor Trail between Wayne Road and Newburgh Road in the Southeast ¼ of Section 32.

July 7, 2015 Study Meeting:

This special waiver use petition involves a planned residential development on four (4) contiguous parcels located on the north side of Ann Arbor Trail between Wayne Road and Newburgh Road. The two (2) easterly parcels (35652 and 35700 Ann Arbor Trail) are currently zoned R-U-F, Rural Urban Farm; whereas, the two (2) westerly parcels (35800 and 35850 Ann Arbor Trail), are both zoned C-1, Local Business. The C-1 zoning reflects the former use of the land, which involved the operation of a commercial landscape nursery. Combined, the four (4) properties include 716.93 feet of frontage on Ann Arbor Trail and a total land area of 218,933 square feet, or 5.03 acres. The Petitioner is in the process of rezoning the four (4) parcels to R-1, One Family Residential, in order to accommodate the propose Planned Residential Development. The projected name of the proposed single family site condominium is "Arbor Trail Estates."

On April 21, 2015, the Planning Commission forwarded an approving recommendation to the City Council for the requested zoning change. A public hearing was held on May 20, 2015, after which Council gave First Reading to the rezoning on June 15, 2015. Adoption of an ordinance amending the Zoning Map is being held in abeyance until the Planning Commission forwards its recommendation on the waiver use and site plan to the City Council.

On either side of the subject properties are higher-density, multi-family attached condominium developments. To the west is Parkway Condominiums, zoned R-7, Multiple Family Residential, and to the east is Arbor Woods Condominiums, zoned R-C Condominium Residential. Located on the opposite side of Ann Arbor Trail are single family homes located within R-1 and R-U-F districts. Lying to the north of the site is unimproved land that is part of the Wayne County park system known as the Middle Rouge Parkway (Edward Hines Park), zoned PL, Public Land.

During the review of the rezoning, the petitioner indicated that it was his ultimate intention of developing the site under the single family clustering option as set forth in Section 20.02A of the Zoning Ordinance. Clustering is a development

alternative available in any R-1 through R-5 district, subject to special waiver use approval. Clustering provides flexible design standards to encourage more efficient use of land as a means of preserving additional open space, providing single family development for difficult sites, and offering reasonable alternatives to multiple family residential development. This option permits either attached or detached single-family dwellings. In order to qualify, the applicant must demonstrate that the land area proposed to be developed contains at least one of the following characteristics:

- a. Natural assets, such as, but not limited to, natural stands of larger trees, natural habitat for wildlife, unusual topographic features, a substantial portion of which would be preserved through the use of clustering.
- b. Has a substantial portion of its perimeter adjacent to major office, commercial, industrial, institutional or high-rise residential development or is otherwise located so as to act as a transitional use between conventional single family residential areas and uses which are or likely to be incompatible.
- c. Contains a flood plain which results in a substantial portion of the total land area being unbuildable as confirmed by current Flood Plain Information Report prepared by the Corps of Engineers, United States Army, a copy of which is on file with the Engineering Division.
- d. Contains poor soil conditions which result in substantial portion of the total area being unbuildable using conventional construction methods as confirmed by soil test borings furnished by the applicant.
- e. Is a small parcel which has frontage on a major thoroughfare with an existing or planned right-of-way width of one hundred twenty feet (120') or more as indicated on the "Master Thoroughfare Plan" and contains acute angles or is of shallow depth as measured from the thoroughfare so as to make conventional subdivision development physically impractical.

This project qualifies for single family clustering primarily on the basis that the land area proposed to be developed is relatively small in size, has frontage on a major thoroughfare, and is of shallow depth to make conventional subdivision development impractical. Greater design efficiency is achieved by allowing the lot sizes and yard setbacks to be reduced, provided that the overall density does not exceed what would normally be allowed for the applicable zoning district, which—in the case of the R-1 district—is set at four (4.0) units per acre. For the subject 5.03 acre site, the maximum yield would be twenty (20) units.

The current site plan shows a total of twenty (20) single family detached homes in the form of a site condominium. If the site was to be developed as a conventional subdivision, the minimum lot size requirement would be sixty feet (60') in width by one hundred twenty feet (120') in depth for a total area of 7,200 square feet. Again, the advantage of clustering is that it provides relief from these minimum standards. Several of the lots shown on the preliminary site plan measure fifty feet (50') by one hundred feet (100') for a total area of 5,000 square feet. A single "L" shaped road called Rouge Bluff Court would provide access to all twenty (20) lots. The road enters from Ann Arbor Trail at the east end of the property, continues north for a distance of approximately one hundred forty feet (140') before making a ninety degree (90°) turn in a westerly direction. It then runs parallel to Ann Arbor Trail for a distance of approximately six hundred feet (600'), and terminates at the west end of the property in the form of a "Y" turn-around.

Minimum yard requirements for a single family cluster project vary depending on the specific zoning classification. In the R-1 district, the minimum spacing between unattached dwellings is ten feet (10'), and the minimum front yard abutting a public street is twenty-five feet (25'). The building envelopes as shown on the Preliminary Site Plan for all twenty (20) lots conform to these minimum yard requirements. Section 20.02A does not specify any requirements for rear yards or side yards abutting a street, or maximum lot coverage allowance. The minimum required setback from a major road is forty feet (40').

Storm water detention for the development is shown in the northwest corner of the property in the form of a combined forebay and storage basin. Surface runoff would be collected in numerous catch basins and directed to the storm water detention area and released gradually through a restricted outlet into an existing eighteen inch (18") diameter storm line that ultimately discharges into the Rouge River. The petitioner will need to provide drainage and storm water treatment details to the Engineering Department prior to obtaining permits for the proposed redevelopment.

Details on landscaping are provided on a separate sheet. The plan shows a twenty foot (20') wide landscape berm along Ann Arbor Trail planted with a variety of both deciduous and coniferous full size trees, including white spruce, white pine, red maple, and fir. Where the proposed entry road runs parallel along the east side of the property, adjacent to Arbor Woods Condominiums, the plan shows a landscape greenbelt that would be planted with mostly evergreens intended to shield the new development from the existing homes. At its narrowest point between the property road right-of-way and the property line, the separation is only twelve feet (12'). In this area the plan shows two (2) rows of arborvitae shrubs. Consideration should be given to increasing the separation.

On the opposite side of the development, adjacent to the R-7 zoned Parkway Condominiums, the greenbelt is approximately fifteen feet (15') in width.

Information pertaining to the size and type of homes has not yet been provided. Typical with most site condominium projects, the Planning Commission and City Council approves a draft Master Deed and Bylaws that included Building and Use Restrictions, including such things as fencing, chimneys, minimum home sizes, and minimum percentage of brick (i.e., 80% on one-story dwellings and 55% to 65% on two-story dwellings).

July14, 2015 Public Hearing:

On July 7, 2015, the Petitioner submitted a revised plan. The Petitioner met with some of the adjacent neighbors and the revisions are in response to their concerns. The new plan shows the eastern section of the development's road (Rouge Bluff Court) shifted approximately 18 feet to the west. This change allows the landscaped greenbelt between the road and the east property line to be widen so that at its nearest point, the road would now be 30 feet from the adjacent condominium property. Because of this change, the number of lots would be reduced by one. The revised plan shows a total of nineteen (19) lots instead of twenty (20). The Petitioner has also redesigned the turn-around at the west end of the proposed road from a "Y" turn-around into a more desirable "T" turn-around.

Approving Resolution: That the request to develop a Planned Residential Development under the Single Family Clustering option (Arbor Trail Estates) on properties at 35652, 35700, 35800 and 35850 Ann Arbor Trail is hereby approved, subject to City Council approval and the following conditions:

1. That the Master Deed and bylaws for this condominium development shall be submitted and filed with the Planning Commission and City Council within sixty (60) days of this approval;
2. That the following shall be incorporated in the Master Deed and bylaws:
 - that the first floor of each condominium unit shall be brick or stone, on all four (4) sides, and the total amount of brick or stone on each two-story unit shall not be less than 65% and not less than 80% on one-story dwellings;
 - that the minimum floor area for each one-story dwelling shall not be less than 1,500 square feet

- and not be less 1,800 square feet for each two-story dwelling
 - that all exterior chimneys shall be brick
- 3. That streetlights and sidewalks shall be installed throughout the development to the satisfaction of the Engineering Department;
- 4. 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;
- 5. 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 prorata 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;
- 6. That the brick used in the construction of each condominium unit shall be full face four inch (4") brick;
- 7. That the **Site Plan** marked Sheet 1 dated June 25, 2015, as revised, prepared by Arpee/Donnan, Inc., is hereby approved and shall be adhered to;
- 8. That the **Landscape Plan** marked Sheet 2 dated June 25, 2015, as revised, prepared by Arpee/Donnan, Inc., is hereby approved and shall be adhered to;
- 9. 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 Planning Commission and City Council;
- 10. That the petitioner shall secure the necessary storm water management permits from Wayne County, the City of Livonia, and/or the State of Michigan;

11. That the Site Plan referenced in this approving resolution shall be submitted to the Inspection Department at the time the building permits are applied for;
12. 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,
13. 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.

Denying Resolution: That this request to develop a Planned Residential Development under the Single Family Clustering option (Arbor Trail Estates) on properties at 35652, 35700, 35800 and 35850 Ann Arbor Trail is denied for the following reasons

1. That the petitioner has failed to affirmatively show that the proposed use is in compliance with all the special and general waiver use standards and requirements as set forth in Sections 20.02A and 19.06 of the Zoning Ordinance #543;
2. That the petitioner has failed to provide documentation substantiating that the land area to be developed contains one or more of the characteristics listed in Section 20.02A (a) through (e) as required in order to qualify for single family clustering;
3. That there is a lack of information in regard to type and size of units and the amount of brick that will be used on the buildings;
4. That the proposal does not provide for a full cul-de-sac with a minimum diameter of at least 80 feet as recommended by the Fire Department;
5. That the petitioner has failed to demonstrate a need to employ single family clustering as opposed to conventional single family residential subdivision development in order to develop the subject property; and
6. That the proposed use is incompatible to and not in harmony with the surrounding uses in the area.

UNAPPROVED MINUTES

1

MINUTES OF THE 1,073rd PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, July 14, 2015, the City Planning Commission of the City of Livonia held its 1,073rd Public Hearings and Regular Meeting in the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan.

Mr. Lee Morrow, Chairman, called the meeting to order at 7:00 p.m.

Members present: Kathleen McIntyre R. Lee Morrow Carol A. Smiley
 Gerald Taylor Ian Wilshaw

Members absent: Scott Bahr

Mr. Mark Taormina, Planning Director, and Ms. Margie Watson, Program Supervisor, were also present.

Chairman Morrow 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 #4 PETITION 2015-06-02-12 ARBOR TRAIL ESTATES

Ms. Smiley, Secretary, announced the next item on the agenda, Petition 2015-06-02-12 submitted by Crosswinds Court Sub Inc. requesting special waiver use approval pursuant to Sections 20.01 and 20.02A of the City of Livonia Zoning Ordinance #543, as amended, to develop a Planned Residential Development under the Single Family Clustering option (Arbor Trail Estates) on properties at 35652, 35700, 35800 and 35850 Ann Arbor Trail, located on the north side of Ann Arbor Trail between Wayne Road and Newburgh Road in the Southeast 1/4 of Section 32.

Mr. Taormina: This is a request to develop a Planned Residential Development and Single Family Cluster called "Arbor Trail Estates." The site of the proposed development is on the north side of Ann Arbor Trail. It's approximately a third of a mile west of Wayne Road. The current zoning is R-U-F and C-1, but the site is in the process of being rezoned to the R-1 Single Family Residential category. First Reading was given by the City Council on June 15. The site consists of four parcels with a combined land area of 5.03 acres and includes 716 feet of frontage on Ann Arbor Trail. Looking to the west is the site of the Parkway Condominiums which is zoned R-7, Multiple Family Residential. Immediately to the east of the subject property are the Arbor Woods Condominiums zoned R-C, Residential Condominiums. To the south across Ann Arbor Trail are residential lots zoned R-1 and R-U-F. Looking to the north is the Middle Rouge Parkway or Edward Hines Park which is zoned PL, Public Lands. Single Family Clustering is a development alternative available in any R-1 thru R-5 district, subject to special waiver use approval. Single Family Clustering provides flexible design standards as a way of encouraging more efficient use of land as a means of preserving open space, providing single family development on difficult sites, and offering reasonable alternatives to multiple family residential development. This option permits either attached or detached single family dwellings. In order to qualify, the applicant must demonstrate that the land area proposed to be developed contains one or more unique characteristics. The list includes natural assets worth preserving, floodplains, poor soils, being located adjacent to either non-residential or high-density residential land uses, or is a parcel that is small, unusually shaped or contains narrow dimensions that makes conventional land development difficult or impractical. This site qualifies on the basis that the land area proposed to be developed is relatively small, does have frontage on a major thoroughfare, is also adjacent to higher density developments, and is of shallow depth that makes conventional subdivision development impractical. Greater design efficiency is achieved by allowing the lot sizes and yard setbacks to be reduced, provided that the overall density does not exceed that which would normally be allowed for the applicable zoning district, which in this case - the R-1 district - is set at 4.0 units per acre. For the subject site, which is 5.03 acres in overall area, the maximum number of homes that could be achieved is 20 units. The site plan shows a total of 19 single family detached homes in the form of a site condominium. The lots range in size from the lowest at 4,918 square feet, which is Lot 11, to 5,855 square feet which is Lot 17. A majority of the

lots are around 5,000 square feet and measure 50 feet in width by 100 feet in depth. There would be a single "L" shaped road called Rouge Bluff Court that would provide access to all 19 lots. The road enters from Ann Arbor Trail at the east end of the property, continues north for a distance of about 140 feet before making a 90 degree turn in a westerly direction. It then runs parallel to Ann Arbor Trail for a distance of approximately 600 feet terminating at the west end of the property in the form of a "T" turn-around. The Engineering Division has reviewed the revised "T" turn-around indicating that it fully complies with their design parameters. The minimum spacing between dwellings in an R-1 cluster is 10 feet and the minimum front yard setback is 25 feet, 40 feet abutting a major thoroughfare. All 19 lots would conform to these minimum yard requirements. In terms of storm water detention, that is shown in the northwest corner of the property in the form of a combined forebay and storage basin with an outlet to an existing storm pipe that drains to the Middle Branch of the Rouge River. Again, it's in the northwest corner of the property adjacent to the road just west of proposed Lot 12. A couple of basins would be created on the surface of the land providing some shallow depressions that would hold the storm water. It would first enter the forebay which is on the right hand side which is separate from the larger detention pond which is on the left hand side. From there, the water would discharge out to an existing pipe that then releases to the Middle Branch of the Rouge River. They would be tying into an existing storm system. The plan shows a 20 foot wide landscape berm along Ann Arbor Trail that would be planted with a variety of both deciduous and coniferous full size trees. These would all be full size trees, including white spruce, white pine, red maple and fir. Along the east side of the property, adjacent to Arbor Woods, the plan shows a landscape greenbelt no less than 40 feet in width between the road and the property line. The greenbelt would be bermed and landscaped, and planted with mostly evergreens intended to shield the new development from the existing homes. Adjacent to the Parkway Condominiums, the greenbelt is approximately 15 feet in width. We do not currently have information pertaining to the homes that would be constructed here, but Mr. Soave, the developer, is present and would be able to respond relative to the types of homes that would be constructed. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Morrow: Sure.

Mr. Taormina: There are four items of correspondence. The first item is from the Engineering Division, dated June 24, 2015, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced planning use petition. We have no objections to the proposed waiver use at this time, although we do have the following comments which should be addressed prior to approval. It appears that the petitioner may be using outdated parcel and legal description information for the proposed rezoning. In 2012, parcel 128-99-0012-002 (35700 Ann Arbor Trail) was split into two separate parcels, 128-99-0012-003 and 128-99-0012-004 (35700 Ann Arbor Trail and 35652 Ann Arbor Trail, respectively). The submitted plan and legal descriptions included with the petition should be corrected to reflect the current parcel configuration. This department has been in contact with the developer regarding the utilities for the site, and what they are showing on the submitted plans is acceptable to this department. They will need to provide details plans to this office which include all necessary calculations prior to permitting."* The letter is signed by David W. Lear, P.E., Assistant City Engineer. The second letter is from the Livonia Fire & Rescue Division, dated July 7, 2015, which reads as follows: *"This office has reviewed the site plan submitted in connection with a request for special waiver use approval pursuant to Sections 20.01 and 20.02A of the City of Livonia Zoning Ordinance #543, as amended, to develop a Planned Residential Development under the Single Family Clustering option on property located at the above referenced address. Due to the following, we have objections to this request: (1) Access to this development is via the entrance being proposed on the east side of the subdivision. Our vehicles will have to backup to get out. (2) Prior history has shown that subdivisions built with 'T' turnarounds do not function as planned. Homeowners will park vehicles, place sporting equipment and plow snow into this space. Our recommendation for this petition would be to deny the roadway request as laid out and arrange for the road to continue out to Ann Arbor Trail via lot number 11."* The letter is signed by Daniel Lee, Fire Marshal. The third letter is from the Division of Police, dated June 30, 2015, which reads as follows: *"I have reviewed the plans in connection with the petition. I have no objections to the proposal."* The letter is signed by Joseph Boitos, Sergeant, Traffic Bureau. The fourth letter is from the Inspection Department, dated July 13, 2015, which reads as follows: *"Pursuant to your request, the above-referenced petition has been reviewed. This Department has no further objections to*

UNAPPROVED MINUTES

5

this petition." The letter is signed by Jerome Hanna, Assistant Director of Inspection. That is the extent of the correspondence.

Mr. Morrow: Are there any questions of the Planning Director? Seeing none, we have the petitioner coming forward. We will need your name and address for the record please.

Leo Soave, 37771 Seven Mile, Livonia, Michigan 48152. As Mr. Taormina said, we propose 19 single family home sites. The homes would be one-story, two-story and one and half story homes, which will sell for about \$250,000 or so, and I'll answer your questions.

Mr. Morrow: Any questions?

Ms. Smiley: Is there some kind of a sign that identifies this subdivision or do you have a monument sign?

Mr. Soave: Yes, ma'am. We will put an entrance marker on Ann Arbor Trail that would say "Arbor Trail Subdivision."

Ms. Smiley: Would that go in the landscaping?

Mr. Soave: That would be in the landscaping buffer. Yes, ma'am.

Ms. Smiley: Okay. Thank you. There's quite a bit of landscaping I noticed. It looks nice.

Mr. Soave: Yes, there is.

Mr. Morrow: Along that line, Mr. Soave, we brought up at the study session that there might be an opportunity to kind of blend in some kind of lighting with the monument sign that highlights the entrance there. Was that discussed with your representative that attended?

Mr. Soave: Yes. That's feasible. We could do that if you want a lit sign.

Mr. Morrow: Well, I think it came out that they wanted to some way highlight the entranceway not only with a sign, but in the evening, it would be easier to see the driveway with lighting.

Mr. Soave: We could put a couple coach lights on both sides of the entrance.

Mr. Morrow: I just wanted to know if that was addressed.

UNAPPROVED MINUTES

6

- Mr. Soave: This is the first I've heard of it, but it's not impossible. We could do that.
- Mr. Morrow: Does the Commission have any thoughts on that?
- Ms. McIntyre: Not on the lighting. I appreciate the line of questions on the lighting. I have another question.
- Mr. Morrow: Are there any other comments relative to the lighting?
- Mr. Taylor: The only comment I might add, Mr. Chairman, is Mr. Soave has been building in Livonia for quite a few years. It's probably one of the subdivisions that came in one time and there were about 25 people saying they want him to build their house. So it's a good indication that he does build a nice home, and I'm sure that this going to be more or less for retired people.
- Mr. Soave: Yes, sir.
- Mr. Taylor: There will probably be a lot of one-stories, I'm sure.
- Mr. Soave: Correct.
- Mr. Taylor: I see that he's meeting all the requirements of the brick, and so I think it's probably going to be a nice little subdivision between a condominium outfit and apartments. I'm going to say good luck to you. Are you a grandfather yet?
- Mr. Soave: Yes, sir. As of a couple days ago. Thank you. Thanks for asking.
- Ms. McIntyre: I understand I think from when Mr. Soave, the younger, was here last week, that you removed one of the planned sites in order to add more extensive landscaping and provide more of a buffer between the developments?
- Mr. Soave: Correct. The original plan was for 20 home sites. My son met with the neighbors and we agreed on a bigger berm on the east side and eliminating Lot 20. So now we have 19 home sites.
- Ms. McIntyre: We really appreciate the willingness to give up a site in order to come to a very, very nice agreement, I think, with the neighbors which resulted from taking the time to meet with them. So thank you and congratulations on the baby. Does the baby have a name?

UNAPPROVED MINUTES

7

- Mr. Soave: Yes. It's Milana.
- Ms. McIntyre: Very nice. Congratulations to everyone.
- Mr. Soave: Thank you.
- Mr. Wilshaw: Mr. Soave, the Fire Department had an interesting letter in the sense that they were very adamant and concerned about their ability to get in and out of this development with their trucks in the event of a fire because of the lack of through access so to speak and recommended that we remove another lot to allow Lot 11 to allow their trucks to have access to Ann Arbor Trail without having to back up, which is a pretty major item in the sense that what does removing an additional lot, like Lot 11, do to your development in terms of its viability, profitability, even your ability to even develop this whole parcel?
- Mr. Soave: Well, if you take out Lot 11, you probably have to take out Lot 10 because you need a radius to do that. We have condos on the east side and we have condos on the west side. I see them on the market for like \$47,000, \$50,000, which we're going to keep our product at \$250,000 maybe. We're kind of pushing the envelope on that one. It would make the project not bankrupt but it would be on the edge of bankruptcy.
- Mr. Wilshaw: It would make it a lot more difficult for you.
- Mr. Soave: Yes, sir.
- Mr. Taormina: Mr. Chairman, may I add to that?
- Mr. Morrow: Yes.
- Mr. Taormina: One of the complications with that, Mr. Wilshaw, is the fact that if the road were to loop back out to Ann Arbor Trail, it's located right at a curve in the road. As you recall, the initial concept plan that was submitted with the rezoning petition had the entrance drive shifted mostly to that side of the property. In sitting down with our Police and Fire Divisions relative to the location of that driveway, it was felt that it was in too dangerous a location next to the curve, and is the reason why we moved it further east. The reason why the road approach is positioned as far east as it is, is to maintain as much separation as possible for left hand turn movements between this road and the street directly across Ann Arbor Trail. The other option was to line those two streets up, but the problem with that is there is some major utility

conflicts. So that really gives rise to the street pattern that you're looking at today. You'll recall with the 20 lot design, we actually had a little different configuration. It was a "Y" shaped turn around. That was the plan that was reviewed by the Fire Department. Even though they referred to it as a "T" design, it was more in the form of a "Y" turnaround. I think that was a little more constrained than this is. I have not had a chance to have the Fire Department re-review this design, but I did have our Engineering Division go back and take a look at the geometrics of this particular "T" design. This is in line with what we've done at several other locations throughout the city, and they feel it is appropriate. There's actually some degree of flexibility in this design. So they can make some slight adjustments that would make the "T" turnaround a little bit more convenient for the larger vehicles. So Engineering was very comfortable with this design.

Mr. Wilshaw: I appreciate that because anytime a public safety body like the Police or Fire have concerns, it certainly is something that we need to consider. I think this is an improved design over the initial "Y" turnaround. I'm appreciative of both the background of Mr. Soave and of Mr. Taormina about the engineering design of the road. You are correct that Ann Arbor Trail near that curve has a history of accidents and other issues, so any sight lines that would exist at a driveway near that curb would definitely be reduced and not ideal. I appreciate that. Mr. Soave, we talked a little bit about the houses. Obviously, you don't have pictures. We know what your houses look like, but your houses are going to be obviously brick on all four sides and up to the same standard of quality that we're used to seeing of the Soave homes, right?

Mr. Soave: Yes, sir. Thank you very much. Even in a lot split where you could go with all siding, I put brick on all four sides. Even the gables are going to be brick. That's brick on all four sides.

Mr. Wilshaw: Great. Then the road itself, is this going to be a private road or a public road?

Mr. Soave: It's going to have a 50 foot right-of-way; it's going to be a public road.

Mr. Wilshaw: Okay. Very good. That's all my questions for now. Thank you.

Mr. Morrow: If there are no other questions, I'm going to go to the audience. Is there anybody in the audience that wishes to speak for or

UNAPPROVED MINUTES

9

against the granting of this petition? We will need your name and address for the record.

Larry Massa, 35558 Ann Arbor Trail, Livonia, Michigan 48150. Representing the Arbor Woods Condos again. We had a very good joint meeting with Rico a week ago. Answered almost all of our questions and clarifications. As you know, the original concern was centered on the road. We understand why it had to go the other way so that's no issue. There have really been three plans. Number one had the retention pond up in this corner of the drawing. It then moved to the left, and the third one just finesses that and to our surprise removed a unit. The revised plan reflects good improvements both in the landscaping and returns the berms to kind of their original plan. The greenery is substantial and that basically reduces the majority of our concerns about privacy, noise, lights, all that kind of stuff. There are a couple of clarifications that are needed. Obviously, we're looking down the road a little bit and are concerned about who maintains the common grounds and wanted to reconfirm that these are condos, that there will be a master deed, and that master deed will specify some sort of a management group, either internal or external or both so that we have someone to talk to and we would want to avoid owner-to-owner problems by having an association. So we need that clarification. There will be a master deed, that these are condos and that the master deed will specify the management of these areas.

Mr. Morrow: Who would like to respond? Can you do that, Mr. Taormina?

Mr. Taormina: I was just motioning to Commissioner Smiley that I think Condition #1 more or less addresses that issue, which requires the return of the actual document, the master deed and bylaws, for review by this body and the City Council. There's a stipulation in the prepared resolution that would bring that document back for review within 60 days of the approval by the Council.

Mr. Massa: That's fine.

Mr. Taormina: And to answer your question, yes, there is a requirement for a master deed. It will address all the building and use restrictions that we normally look at, as well as other items such as management, maintenance, etc. There's language contained in the document that addresses that. Maybe Mr. Soave can elaborate a little bit more on what you can expect to see.

UNAPPROVED MINUTES

10

Mr. Soave: As far as the maintenance, before the sub is 65 percent completed, we maintain it. After that, then we form a homeowners association and they maintain it. That's how it's always been done.

Mr. Morrow: Thank you.

Mr. Massa: So the individual owner's lots are self-maintained by the owner. The common grounds will be maintained by an association and hopefully that association membership is not voluntary. Sometimes homeowner associations create problems when there's only 50 percent of the people contributing and there's financial troubles and all that. So anyway, I will defer to receiving that thing. One last one, I didn't even have on the list with Rico whether there will be a sprinkler system for the common grounds. We understand that the sprinkling, the watering, is the owner's responsibility on the lots, but what is the plan for the common area? I do not need that answer right now.

Mr. Morrow: If it's available, we'll get it for you.

Mr. Soave: Typically, we put like a drip system on the berm so it keeps the property where it doesn't dry up and it keeps it healthy. We have a couple subdivisions in Livonia. One is Livonia Manor. We have a drip system over there and it's been like that for 15 years. And a couple other sites in Livonia we've done the same thing, so we're going to do the same thing over here.

Ms. McIntyre: Were you asking about the sprinkler system for all of the lawns?

Mr. Massa: Not the individual lots. I'm speaking of the greenery on both sides of the property and the 20 foot greenery on Ann Arbor Trail.

Ms. McIntyre: So I think the answer was yes.

Mr. Morrow: That's your intent, Mr. Soave, on the common grounds?

Mr. Soave: Yes. All the common areas will have an irrigation system.

Mr. Massa: I do want to add one thing. First of all, we support this plan, no ifs, ands or buts about it. We support that. I do want to mention that there was mention to the fact that you lost Lot 20. The reference was to the greenery on the right hand side. That's not totally accurate. The greenery on plan two, which was the predecessor to this one had reduced that berm to 15 feet. This

plan returns it to 25 feet. I believe the majority of the reason for having to lose that lot was the increased size of the retention pond. So I just wanted to make that observation. When I spoke to Mark before, when I spoke to Rico, one of our questions was, it seemed to me that they could increase our greenery on that side by the 10 feet just by simply condensing the retention pond. Why it was increased from the initial plans, the size, go and look at the size of it, I don't know why.

Mr. Morrow: You're happy with the plan?

Mr. Massa: Yes. We support that plan and the greenery I think will be very, very attractive. Any other comments, guys, you want me to raise?

Mr. Morrow: Thank you for coming.

Barb Retz, 35962 Ann Arbor Trail, Livonia, Michigan 48150. I live in the condo association that's on the west side. They've cut back a lot on what they told us they would be doing with the berm to buffer our side from their side. I live in the building that is right at the top left of the screen, and it appears that they're going to put in a couple of trees. That's not really adequate. They've increased on the east side and reduced on the west side from the other plans. Also, the area of their pond, and I know it's not a real pond, but that's already a very marshy area for us, and that's just going to create more water in that area, which is going to breed more mosquitos and give us some more problems with our catch basins. Our buildings and storm sewers and that are 40 years old. I can't say it's because of them, but we've already started having some sink holes in our complex because of the dirt being shaken and moved when they've pulled up trees and stuff. Let me check my notes. We do have an issue with the lighting. It's a very dark corner. You're going to be increasing the volume of cars turning in there on basically a blind curve. You still are coming up over a hill and a blind curve. The sewers. The streets we were told at the meeting were not going to be wide enough for on-street parking in the complex, and we just wonder what that's going to do with parking in the area and in our complex. We already have people from other areas parking in our complex, which is a security issue. Well, the wild life has already been disturbed. Rico had said that maybe there could be a turn lane put in to help buffer some of the turning traffic and that. I wondered if that had ever been proposed or talked about. Who's going to cover the cost for that? Again, for

the additional sewers that are going to be put in there, we're just wondering who pays for that.

Mr. Morrow: That sums it up?

Ms. Retz: Yes, my issues. I'm just real leery about this retention pond being so close to our property when we already have issues of that land being very mossy and very soft, and you're going to put in more catch basins with more people using it. I'm just afraid of what it's going to do to that portion of our complex.

Mr. Morrow: Mr. Taormina, the engineering would be such that it would not impact other sites, would it not?

Ms. Retz: Well, he's extending it into our property.

Mr. Taormina: The comment that he's extending onto your property, I'm not exactly sure what you mean by that. All the work that I see on this plan will be conducted on the petitioner's property. The storm water management basins are located in an area of the site that makes the most sense. It's the lowest area on the property, and I think that was noted by the resident, that that's naturally the low area, so it makes sense that that would be the location for the storm water control basins. The actual contouring of those basins isn't right on the property line. It's set back about 20 or 30 feet from the property line. What happens to the grades right at the property line, I'm not sure. The plan shows some ample room between the top of the slope and the property line for plantings, and he is showing some trees in that area. The comment relative to on-street parking, this is a 31 foot cross section, curb-to-curb, which is more than enough room for parking along the side of the street. So extra parking can, in fact, be provided on-street. The lighting I think was addressed a little earlier. It would be the intention to install some type of lighting at the entryway to help guide vehicles to the subdivision. The issue of a turn lane or passing lane, that's something that would have to be addressed by our Engineering Division, but all the development costs and all of the utility construction are going to be borne by the developer and not by the city or not by the adjoining developments. I hope that helps answer the questions from the city's point of view. Maybe Mr. Soave has additional things he can add relative to that.

Mr. Wilshaw: Just a comment to Mr. Taormina's response is that right now this site does not have any storm water management on it. Correct?

UNAPPROVED MINUTES

13

Mr. Taormina: Not that I'm aware of.

Mr. Wilshaw: So basically, water could be shedding off this site into the condominium development or ultimately to Hines Park.

Mr. Taormina: Actually, there are structures that are on the condominium development that cross onto this property. The condos rely, to some extent, on this property for its storm water drainage, probably more so than the other way around.

Mr. Wilshaw: Exactly. That's really where I was headed is that the improvements of this property by putting in a storm water management system retention pond and then eventual catch basin and drainage to the Rouge River is going to be an improvement not only to this property, but it will probably help facilitate better storm water management for the neighboring properties as well.

Mr. Taormina: There's no reason why it shouldn't be an actual improvement if they've got a problem in that area adjacent to that northeasterly building in Parkway Condominiums. It could very well be improved by this design by allowing the water to drain off and into this pond and then outlet properly into the Rouge River.

Mr. Wilshaw: Exactly. We've seen this in other developments throughout the city where these types of systems actually improve situations but at the least, the goal of both the city engineers and of Wayne County when it comes to storm water management is for any development of a parcel, including this one, to not make anything worse on any neighboring property. So at the least, we're going to not impact your property through increased water to your facility, but also hopefully can actually improve the situation for your area. So that's just so you understand typically that's the results that we tend to see. So in no way would we be wanting to do anything that would worsen any drainage in your development.

Ms. Retz: Okay.

Mr. Morrow: Mr. Wilshaw, I think on the prior petition, the development of that storage yard was going to clear up the drainage situation that currently existed because they came into compliance with Wayne County. That's exactly right. When you put in retentions, things like that, it tends to clean up a lot of the surrounding problems.

UNAPPROVED MINUTES

14

Ms. Retz: Okay. Can we get more of a berm put in on the west side there?

Mr. Morrow: Well, that would be up to the petitioner. I don't know if you have enough room to build up the berm or not.

Mr. Taormina: Mr. Chairman, if I can respond to that. I would just caution against any kind of commitment at this point until and unless it's properly engineered. Because, as I look at this plan, the area between the existing building at Parkway Condominiums and the westerly edge of the detention basin shows a pond with a catch basin. Well, if you start to berm that area up, you may be impeding the flow of drainage and trapping more water on the adjacent property. So while I think it's a good thing to look at, I don't know that it can be accomplished to any great extent in terms of berming. Landscaping is one issue, but berming may present some complications and may work contrary to what we just discussed, which is improving the drainage pattern between the two properties.

Mr. Morrow: One thing you want to keep in mind, he's developing what you might say is an upscale subdivision, something that I think the neighbors would feel pretty good about. Sometimes when people talk about screening, they want it for what reason, whether it's a single family next to you or not. I think he's got a track record where he probably builds some of the best subdivisions not only in Livonia but in the surrounding area. I'm sure it will work with your area. That's one commissioner's opinion.

Ms. Retz: And as far as the buildings being the lower end of \$40,000, they are going for a lot more now. He had said earlier that the condos were going for \$40,000. We just had one go for \$85,000 - \$90,000 so they are coming up again. I just don't want you to think that it's a lower establishment.

Mr. Morrow: No.

Ms. Retz: It's an older establishment but has a lovely garden setting, and I just want to retain that.

Mr. Morrow: I don't think this will detract at all. I'm not a real estate expert, but I wouldn't be surprised. Anyone else?

Denise Semon, 36062 Ann Arbor Trail, Livonia, Michigan 48150. I've been following this development from the first time there was a

meeting with the zoning committee and I think it's a great asset to the community. I just have a couple questions and piggy backing onto the other two speakers. Naturally I'm concerned about the water basin and how it's going to affect us. My concern is, there is currently I think a six foot to seven foot cyclone fence dividing the two properties right now. That fence starts at Ann Arbor Trail, goes down and touches to Hines Park, and then there's a 90 degree angle. There's a fence from that one and it attaches to the building. So my concern is, is that fence going to be removed where we can put that basin into drain because right now there is a lot of foliage that's on that fence and prior to that, there was a huge – a lot of mulch was attached to it. Could be anywhere from a six to seven foot pile of mulch and that has been removed but the fence with all the foliage is still there. My concern is what's going to be done with that. Then we spoke about the berm on the east side that abuts up against the other condominium. There's actually a berm there now and it looks as if according to the blueprints that that berm has widen with the assistance of the new developer. And there's also on that berm, the existing berm, there are evergreens that are dead. Now my concern is, is the developer going to replace those dead evergreens. With that, when he replaces the fence, if he's going to, the 15 feet between our carport, if you look, that row T's right into our carport. If that indeed is a public road, which the City I'm assuming will maintain, will they push all of the snow from that, because there's only one way in and one way out, into our carport. And if so, who will repair that or make any repairs to any cars that might be there? That's just a couple. Again, that was the evergreens, the lighting on the curb, the lighting on the curb right now is the pole, just a regular pole with a light on it. It does not have a normal streetlight where you would find in a residential area. I have a concern with that. And we also asked about a sprinkler system being put on the berms. I just have one question to ask the other condominium. Is there an existing sprinkler system now to maintain your trees on your berm where your trees are?

Mr. Morrow: Ma'am, you have to come through the Commission.

Ms. Semon: Well, my concern is, we've been mentoring this for the whole time. I just want to make sure whatever is on the east is on the west side because on the east side they've already had a berm. They have had evergreens that are dead, and it seems like they may get replaced. They went from a 15 foot to a larger one, and my concern is what's going to be done on the east side.

UNAPPROVED MINUTES

16

Mr. Morrow: Ma'am, you have a plan before you, which will be acted on tonight.

Ms. Semon: That plan really isn't in the same size as the east side. My concern is that.

Mr. Morrow: All I'm telling you is this is the plan that we're going to act on tonight, either approve it or deny it. We're not going to modify it tonight.

Ms. Semon: And my concern is before you approve it, if everyone has the idea to approve it, if you could take a minute of your day and actually come to the site and look where the pond is, because if you look on that, the pond that is on the blueprint actually is not a pond in our area. It's actually part of our property and it comes down to a low point.

Mr. Morrow: Ma'am, that has been worked out with the engineering. Engineering has approved this plan. Now, we are a recommending body. You can come to the Council's meeting and express your concerns, but we are going to react to this plan as you see it tonight.

Ms. Semon: And I certainly understand it and I've been given that answer from the zoning to right now, come to another meeting, come to another meeting. I'm here at this meeting. I'm representing myself and I'm stating that right from the get go, we've been asking for a berm and it doesn't look as if it's going to be appropriate. That road is going to come down, it's going to end right at our carport. Where's the snow going to go? If we have snow and it's going to be maintained by the city. Just have a couple of these issues again, if you approve it, I certainly understand. If you have any questions in which we do as Parkway Condominium. There's 72 units there and we just want someone to come over there and actually walk the site and see what you're going to approve.

Mr. Morrow: Thank you. Yes, Mark.

Mr. Taormina: Just to address the questions relative to snow removal. That road will have a curb as well as a barricade at the end. So I don't think that there will be any real opportunity for the city to push the snow beyond that point and adversely affect the carport. Plus you have the aprons on either side that would allow for additional room for the snow removal. In terms of the

UNAPPROVED MINUTES

17

dead evergreens on the east side of the property adjacent to Arbor Woods, if they are on Arbor Woods property, unless the developer makes a separate arrangement with the Association, then it's not the obligation of this developer to replace their trees. The same would hold true with the fence. I'm assuming that the fence that exists along the border of Parkway Condominiums is their fence, and not his fence to remove unless he has some arrangement with Parkway Condominiums to replace that or to modify it at all. Then lastly, I think I addressed the issue of the berm between the pond and Parkway. I would caution any suggestions or recommendations for berming in that area until it's properly engineered to make sure that it could be done properly. I would like to leave that door open to improve the drainage situation, which I think is probably more of a concern in terms of buffering. It seems to me that could be accomplished by landscaping rather than berming in that area. Those are just my comments relative to the resident's comments.

Ms. Semon: Very well, thank you very much. I appreciate it, and again, I invite you to come on over and take a look at it.

Mr. Morrow: Thank you.

Tia Reid, 35904 Ann Arbor Trail, Livonia, Michigan 48150. Kind of piggy backing off of her snow removal, my biggest worry is we've already had drainage issues where we get an ice buildup in our carports. So adding that snow and that draining into it could cause another safety issue. My question about lighting, I understand that they want to put the sign at the entrance and they want to put lighting around it, and I think she mentioned it was actual lighting on Ann Arbor Trail in that area. You are now adding more traffic to an already dangerous curve. So is that something we bring to you? Is it another commission that I'm supposed to ask? Is it another department I'm supposed to call?

Mr. Taormina: She is referring to lighting at the entryway? Is that what you're referring to?

Ms. Reid: No, on Ann Arbor Trail itself. I understand that they want to put the sign in and they want to have lights around it to tell you where the driveway is. I'm talking about the very minimal one light we have on that curve. Do they plan on making it any lighter?

Mr. Morrow: Well, that would be something that does not fall within this . . .

UNAPPROVED MINUTES

18

- Ms. Reid: That's what I'm saying. Who would I talk to then?
- Mr. Morrow: I don't know. Mark, would that go to the Traffic Commission or where would they go?
- Mr. Taormina: I would start with the Engineering Department. This is a City of Livonia maintained thoroughfare so that's something she would take to either the Traffic Commission or the Engineering Division. I would probably start with our Engineering Division. Irrespective of this development, if there is a lack of lighting there, then that's something that maybe she could bring to their attention to see if there's an opportunity for additional lighting along Ann Arbor Trail. I can tell you that entryway, more than likely, will receive a couple of additional lights so that will help on this end of the property in terms of visibility.
- Mr. Morrow: Thank you.
- Ms. Reid: I think they've already covered everything else. Thank you.
- Mr. Morrow: Mr. Soave?
- Mr. Soave: I'd like to say a couple things if I may. We're adjoining a site that is R-7. If this could go R-7, our site, that means we could get about 47 condos over there and we would have more water runoff. As far as storm issues, we've taken four soil borings on this site. We went 20 feet deep, and this is all beach sand. It's granular sand. It's never going to hold any water. On top of that, behind the site, it's about a 25 – 30 foot drop. Water is going to go into the Rouge River. It's never going to stay up there. As far as us affecting the adjoining property owner, we're going to tap into that storm catch basin that's way behind their property. We're not even going to be close to their detention or their storm sewer. As far as the road, the road is going to be just like any other road. It's going to be 31 feet from curb-to-curb, just like every other road in the City of Livonia. As far as traffic problems, the speed there is 35 miles an hour. I've driven that road probably every day for the last 40 years. There's a school between Stark and Newburgh and there's police cars there all the time. God forbid if you go over 25 miles an hour. I've never got a ticket. Knock on wood. I've never got a ticket because I don't want to get a ticket. So as far as us impacting them, I'm sorry. I don't see it. We're in between two multiple sites, R-7 and zoned multiple on the east side. As far as evergreens on the east side, if they're dead evergreens, they're on their property.

UNAPPROVED MINUTES

19

We're going to maintain our property. That's all I can say. Thank you very much.

Mr. Morrow: Thank you.

Ms. Reid: I'm sorry just really very quick. I'm just trying to understand their plan here. So I don't know if he will be able to help me more being closer. There's a solid line here and then the dotted line. Is the dotted line supposed to be their property line or is it the solid line?

Mr. Taormina: The solid line very close to the carport.

Ms. Reid: That's the property line between the two?

Mr. Taormina: The solid line, yes.

Ms. Reid: Okay. Thank you.

Mr. Soave: And can I say one last thing?

Mr. Morrow: Yes.

Mr. Soave: I've been at the condominium on the west side and I've been by the carports. There's a grade difference between the two sites. It's like six, seven feet. So if you put evergreens on the west side, it's not going to affect their site. Also, if you're worried about snow going on their property, we've got a 10 foot greenbelt with a berm and then we have curbs on the "T" turnaround. No plow is going to go through the curb and go through a 10 foot greenbelt and push snow on the west side of the property.

Mr. Morrow: Okay. Thank you. If there is no one else coming forward, I will close the public hearing and ask for a motion.

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

#07-44-2015 **RESOLVED**, that pursuant to a Public Hearing having been held by the City Planning Commission on July 14, 2015, on Petition 2015-06-02-12 submitted by Crosswinds Court Sub Inc. requesting special waiver use approval pursuant to Sections 20.01 and 20.02A of the City of Livonia Zoning Ordinance #543, as amended, to develop a Planned Residential Development under the Single Family Clustering option (Arbor Trail Estates) on properties at 35652, 35700, 35800 and 35850 Ann Arbor

Trail, located on the north side of Ann Arbor Trail between Wayne Road and Newburgh Road in the Southeast 1/4 of Section 32, which property is zoned RUF and C-1 and is proposed to be rezoned to R-1, the Planning Commission does hereby recommend to the City Council that Petition 2015-06-02-12 be approved subject to the following conditions:

1. That the Master Deed and bylaws for this condominium development shall be submitted and filed with the Planning Commission and City Council within sixty (60) days of this approval;
2. That the following shall be incorporated in the Master Deed and bylaws:
 - that the first floor of each condominium unit shall be brick or stone, on all four (4) sides, and the total amount of brick or stone on each two-story unit shall not be less than 65% and not less than 80% on one-story dwellings;
 - that the minimum floor area for each one-story dwelling shall not be less than 1,500 square feet and not be less 1,800 square feet for each two-story dwelling;
 - that all exterior chimneys shall be brick
3. That entry lights and sidewalks shall be installed throughout the development to the satisfaction of the Engineering Department;
4. 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;
5. 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 prorata 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;

6. That the brick used in the construction of each condominium unit shall be full face four inch (4") brick;
7. That the Site Plan marked Sheet 1 dated June 25, 2015, as revised, prepared by Arpee/Donnan, Inc., is hereby approved and shall be adhered to;
8. That the Landscape Plan marked Sheet 2 dated June 25, 2015, as revised, prepared by Arpee/Donnan, Inc., is hereby approved and shall be adhered to;
9. 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 Planning Commission and City Council;
10. That the petitioner shall secure the necessary storm water management permits from Wayne County, the City of Livonia, and/or the State of Michigan;
11. That the Site Plan referenced in this approving resolution shall be submitted to the Inspection Department at the time the building permits are applied for;
12. 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,
13. 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.

FURTHER RESOLVED, that notice of the above hearing was given in accordance with the provisions of Section 19.05 of Zoning Ordinance #543, as amended.

UNAPPROVED MINUTES

22

- Mr. Morrow: Is there any discussion?
- Ms. Smiley: I would like to ask the maker of the motion, we said in here that only a conforming entrance marker is approved with this petitioner. Did we want to say a lighted entrance marker or refer to that in some way, Mark? Mr. Soave said it wasn't a problem.
- Mr. Taormina: Yes. I think that's important that we do that. I think what will happen is they would request waiving the street lights on Rouge Bluff Court in favor of entry lights along Ann Arbor Trail, which is what was done recently, because this is a short street and there's probably no need for street lighting on the residential street, and more importantly, you'll need the lights near the entryway. I think that's what you did at Livonia Manor.
- Mr. Soave: Yes. If I can speak to that, please. We did Livonia Manor #1. The people didn't want street lights, so we had two lights on Seven Mile. At Livonia Manor #2, we've got the same thing. The people voted on it. They wanted an entrance marker with two lights. That's what we provided. And that road is about 1,500 feet. It's about half the size of this road.
- Mr. Morrow: That sounds like what we were talking about earlier if you were going to do any lighting around the sign.
- Mr. Soave: Yes, sir.
- Ms. Smiley: He said yes?
- Mr. Morrow: Mr. Taylor, did you say okay?
- Mr. Taylor: Oh, yes.
- Ms. Smiley: I approve too, yes.
- Mr. Morrow: Is there any other discussion?
- Mr. Wilshaw: Just a brief comment. When we deal with these types of petitions that about other residential properties or what have you, we can't always check off everybody's box of what everybody wants, but what we try to do is at least hit the major ones and as many as we can. This developer has gone to a good extent to work with the neighboring properties on both sides to present the plans in advance of this meeting and try to resolve as many of those, check off as many of those boxes as he could in terms

of landscaping and buffering and so on. He has come to us with a plan I think is reasonable for the site. It removed one of the lots that he was capable of building on in favor of making sure that he had adequate landscaping. As a result, I think this is an appropriate resolution tonight. However, realizing that we're not going to satisfy everybody's individual needs. Thank you.

Mr. Morrow: Thank you for the comments. Anything else?

Mr. Morrow, Chairman, declared the motion is carried and the foregoing resolution adopted. It will go on to City Council with an approving resolution. Thank you for coming this evening.

Mr. Soave: Can I make one last request? Can I get a seven day waiver on this? I'd like to do it this year if I may.

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

#07-45-2015 **RESOLVED**, that the City Planning Commission does hereby determine to waive the provisions of Section 10 of Article VI of the Planning Commission Rules of Procedure, regarding the effective date of a resolution after the seven-day period from the date of adoption by the Planning Commission, in connection with Petition 2015-06-02-12 submitted by Crosswinds Court Sub Inc. requesting special waiver use approval pursuant to Sections 20.01 and 20.02A of the City of Livonia Zoning Ordinance #543, as amended, to develop a Planned Residential Development under the Single Family Clustering option (Arbor Trail Estates) on properties at 35652, 35700, 35800 and 35850 Ann Arbor Trail, located on the north side of Ann Arbor Trail between Wayne Road and Newburgh Road in the Southeast 1/4 of Section 32, which property is zoned RUF and C-1 and is proposed to be rezoned to R-1.

Mr. Morrow, Chairman, declared the motion is carried and the foregoing resolution adopted. You have your seven day waiver. Good luck at the Council level.

RICH GLOVER, Chairman
CARMEN KENNEDY-ROGERS, Secretary
NICK CLARK
KRIS CRANDALL
WAFADINARO
HAITHAM FAKHOURI
RACHEL ZUCKERMAN



MAUREEN MILLER BROSNAN
MAYOR

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

Mayor Maureen Miller Brosnan
33000 Civic Center Drive
Livonia, MI 48154

March 1, 2021

Dear Mayor,

As members of the Human Relations Commission (HRC), we want to voice our support for the Crisis Support Team program and its foundation in the Livonia Police Department's contract for social workers with Hegira Health. One of the recommendations the HRC provided to the Mayor's office last year was to improve the Livonia Police Department's coordination with mental health services, and we see this program as a big step forward in that regard.

As Chief Caid and the multiple presenters at the January 25 City Council Meeting noted, far too often our police officers are put in difficult positions where social workers and mental health professionals would be more effective. We endorse embedding these professionals within the Police Department, serving as responders and co-responders to calls for service where their skills and expertise can be used to support individuals in need. This program will decrease calls for service by committing resources in early interventions and is a signal to all Livonia residents that our Department is committed to a vision of public safety that meets all individuals' needs.

It is our hope that the social workers will assist with follow up treatment plans once there has been an interaction with the Department. It would be great to see residents be offered assistance navigating Medicaid or applications for insurance more generally, so they are being connected to local services for longer-term treatment if they are interested in continued mental health care.

The Crisis Support Team program is an opportunity for Livonia to stand out as a leader in our region in expanding its public safety infrastructure, and we hope you will support this important step forward for our Livonia Police Department.

Sincerely,

Richard Glover, Chair
Carmen Kennedy-Rogers, Secretary
Nick Clark
Kris Crandall
Wafa Dinaro
Haitham Fakhouri
Rachel Zuckerman



REPORT TO THE LIVONIA CITY COUNCIL

16

Council Office
February 4, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Sara Kasprovicz, Council Office Manager

AGENDA ITEM

COMMITTEE OF THE WHOLE - Meeting of February 17, 2021

Subject matter of an agreement with Hegira Health, Inc. to provide two (2) full-time Master Degree Level Professional Social Workers to be embedded with the Livonia Police Department to provide Law Enforcement/Mental Health Co-Response Services to the residents of the City of Livonia. (CR 21-21)

BACKGROUND

RECOMMENDATION

RECEIVE AND FILE

FISCAL CONSIDERATION

None

ATTACHMENTS

1. CofW021721 Minutes
2. R021721 (New Data) Oakland County Sherriff's Office trains clinicians as deputies
3. R012521 Req for agr with Hegira Health Services for residents (CR 21-21)

APPROVED BY

COMMITTEE OF THE WHOLE WEDNESDAY, FEBRUARY 17, 2021
--

A Committee of the Whole meeting was held on Wednesday, February 17, 2021 virtually via Zoom.

Committee Members Present: Kathleen McIntyre, Council President
Scott Bahr, Council Vice President
Rob Gjonaj Donovic
Jim Jolly
Brandon McCullough
Laura M. Toy
Cathy K. White

Committee Members Absent: None

City Officials and Others Present: Maureen Miller Brosnan, Mayor
Curt Caid, Chief of Police
Thomas Goralski, Captain
Sgt. Eric Marcotte, Livonia Police Department
Officer Anthony Hall, Livonia Police Department
Lynda Scheel, City Treasurer
Leo Neville, Assistant City Attorney
Dave Varga, Director of Administration Services
LaShawn Thomas, Director of Government Affairs
Josh Sabo, Director of Communications
Hon. Timothy M. Kenny, Chief Judge
Hon. Freddie Burton, Probate Judge
Carol Zuniga, HEGIRA
Jaime White, HEGIRA
Arnold Wicker, DWIHN
Nancy Hambrick, Wayne State University

Additional Attendees:

See attached list (via Zoom)

The meeting convened at 7:02 p.m.

1. #21-21 RESOLVED, that upon the motion by Council Vice President Scott Bahr, seconded by Councilmember Laura Toy, at the Regular Meeting held January 25, 2021, the Council does hereby refer the subject matter of an agreement with Hegira Health, Inc. to provide two (2) full-time Master Degree Level Professional Social Workers to be embedded with the Livonia Police Department to provide Law Enforcement/Mental Health Co-Response Services to the residents of the City of Livonia to the Committee of the Whole for its report and recommendation.

A presentation was given regarding the key elements of the program, as reviewed by Chief Caid. Research recap was given by Wayne State University as well as a presentation given by Hegira Health, Inc.

Questions and comments were stated by audience members.

An approving resolution was offered by Councilmember Jim Jolly.

The Committee recommends:

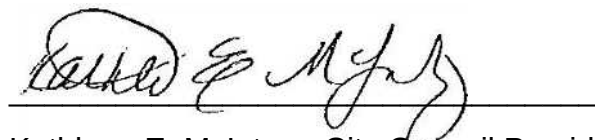
- Adoption of a resolution approving the agreement with Hegira Health, Inc. to provide Law Enforcement/Mental Health Co-Response Services to the residents of the City of Livonia.

Note: This item will be out of committee

This item is to be placed on the **Regular Meeting Agenda of March 8, 2021**

The meeting was adjourned at 9:01 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kathleen E. McIntyre', is written over a horizontal line.

Kathleen E. McIntyre, City Council President

cc: City Clerk, City Attorney

Committee of the Whole, 2-17-2021 Attendee list (Zoom)

User Name (Original Name)	First Name	Last Name
ashlee c	ashlee	c
Martha Foley	Martha	Foley
Brooke Voeller	Brooke	Voeller
John Hillers	John	Hillers
Arnold Wicker	Arnold	Wicker
Richard Glover	Richard	Glover
flemenco	flemenco	
Alexandria H	Alexandria	H
Sarah Cross	Sarah	Cross
Tonya Melton	Tonya	Melton
ipad	ipad	
Amber Holland	Amber	Holland
Colleen Badgero	Colleen	Badgero
Shelby Tankersley	Shelby	Tankersley
Anna Cragel	Anna	Cragel
Sara Overwater	Sara	Overwater
Ally Hughes	Ally	Hughes
lori shuk	lori	
Ty Moreno	Ty	Moreno
c. Law	c.	Law
Mark Sweetman	Mark	Sweetman
Heather F	Heather	F

Detroit Free Press

OAKLAND

As mental health system crumbles, new Oakland County program may turn heads across US

Omar Abdel-Baqi Detroit Free Press

Published 6:01 a.m. ET Jan. 29, 2021 | Updated 9:26 a.m. ET Jan. 29, 2021

When Colton Puckett returned to his wife and 4-year-old child in Waterford after serving over a year in Iraq and Afghanistan, he brought his demons with him.

The Marine veteran couldn't shake the memories of friends dying or losing limbs.

Puckett had severe post-traumatic stress disorder. He sought help, but his life was ended by a police bullet.

Puckett snapped on Aug. 24, 2017. He told his wife he wanted to kill himself and then assaulted her at their home. She fled and called 911.

Puckett grabbed a shotgun and barricaded himself in the home. He threatened to kill police officers and burn the house down, police said at the time.

He later ran toward officers with a shotgun raised. That's when police killed the 28-year-old veteran.

Dr. LaMaurice Gardner, a Veterans Affairs clinical psychologist and an Oakland County reserve sheriff's deputy, was on scene that day, trying to help resolve the situation peacefully and get Puckett the mental health treatment he needed. Gardner said Puckett's needless death left him fuming and frustrated, knowing that a veteran who couldn't get proper treatment ended up taking his struggles to the grave.

"It happens far too often," Gardner said.

Gardner is tired of seeing mentally ill people jailed or killed by police, he said. He hopes to revolutionize how police interact with mentally ill people and fill the gaps left by a crumbling mental health care system.

More: Michigan man jailed for nearly 4 decades exonerated after witness admits to lying

More: Disregarded and devastated: Homeless vet seeking health care finds faith, meets 'godsend'

He is leading an initiative at the Oakland County Sheriff's Office that is novel to the region and possibly the country in which mental health professionals — clinical psychologists and counselors with master's and doctorate degrees — undergo police training and become uniformed, armed reserve or part-time deputies who respond to calls involving mental health crises or severe emotional distress.

The program seeks to alleviate the burden placed on rank-and-file police officers to act as shrinks. It also seeks to connect mentally ill people with care instead of hauling them off to jail or putting them at risk as they are when forced to interact with police who have little mental health training.

"This is something totally new. We're not aware of anything exactly like it in the country," Gardner said.

Puckett had gone to several VA facilities but checked out of inpatient care because it wasn't helping, said his then-wife, Kristen Puckett.

"A lot of the doctors he saw didn't really seem to care," Kristen Puckett told the Free Press. "They all seemed to just want to throw pills at him and send him out the door."

The new program seeks to prevent deaths like Puckett's.

Starting this spring, specialized deputies will accompany full-timers on calls. They will lead de-escalation efforts, assess mentally ill people on the spot, take them to the proper facility to receive care and inform them of resources available.

Specialized deputies will also conduct periodic wellness checks to make sure known mentally ill people are taking their medication and are doing OK, and they will assist Oakland County sheriff's deputies with their own trauma and mental health issues.

Nation's biggest mental health provider? Jails

Shortfalls in the mental health system results in many untreated people on the streets.

In the only country in the world where there are more guns than residents — about 120 guns for every 100 Americans — firearms are bound to get in the hands of mentally ill

people, leading officers to use lethal force.

In some cases, inadequate training leaves officers unable to distinguish one mental illness from another, turning situations unnecessarily deadly.

Nearly one in four people killed by police in the U.S. since 2015 had a mental illness, according to a Washington Post database. Locally, several mentally ill people recently released from crisis centers have initiated hostage situations and assaulted police. Some were subsequently killed by officers.

Oakland County Sheriff Michael Bouchard said when he took the job in 1999, about 8% of the county's jail population was on psychotropic medication. Now, on any given day, it's over 30%, which he called "a tragedy."

"The state and federal government have walked away from their responsibilities in mental health, and as a result, we're seeing a lot of people in crisis on the streets and a lot of tragedies playing out in the streets because the full continuum of a robust mental health system is not in play," Bouchard said.

In part due to the disjointed American mental health system, roughly 10% of police encounters in the U.S. involve people with mental illness, according to studies, and the largest mental health providers in the nation are jails.

"We ask police to be social workers and handle social problems that they aren't equipped to handle," said Marianne Huff, president and CEO of the Mental Health Association in Michigan, a nonprofit advocacy group for individuals with mental illness.

Gardner, who has been involved with the Sheriff's Office for about 25 years, says that training mental health professionals as police will lead to the de-escalation of many tense situations and ultimately result in fewer people in jail or getting killed by police, and more people getting care.

"A majority of calls relate to people in a state of emotional upheaval. Whether it be a domestic situation or someone high on drugs or drunk, the emotions are high and judgment is down," Gardner said. "Active listening and effective communication, which mental health professionals excel at, can get people to come back down to a balance."

Megan Wade is a psychologist and a mental health postdoctoral fellow at the John D. Dingell VA Medical Center. She is one of four mental health professionals receiving police training in Oakland County.

“Police generally feel they have to respond to situations with a macho mentality and that they are not allowed to show weakness of any kind, because it can be exploited,” she said. “But people, especially those undergoing crisis, want to be spoken to with respect. Just acknowledging what they’re feeling can go a long way.”

Sheriff Bouchard, who is on the board of the Major County Sheriffs of America, and Gardner, who is a member of the International Association of Chiefs of Police, said they haven’t heard of any U.S. agency with an existing program like the one the Oakland County Sheriff’s Office is launching.

"I expect police leaders across the country will pay attention to what we're doing here," Gardner said.

A longtime underfunded system

The U.S. lags behind other high-income nations when it comes to mental health care.

“The system is underfunded and has been for a long time,” said Huff, president of the Mental Health Association in Michigan.

The decades-long dismantling of the mental health care system began in the 1960s on a national level and accelerated in Michigan in the 1990s, Huff said.

In Michigan, 14 state hospitals and centers were closed from 1980 to 1990. Gov. John Engler in the mid- to -late-1990s hastened the demise of state mental health care, slashing funding and announcing the closure of several facilities.

Now, Michigan is left with three adult public psychiatric institutions.

There were 480 beds at state psychiatric hospitals for Michigan’s nearly 10 million residents in late 2019. Over 200 Michiganders were on a waiting list for a bed that year, according to a state report.

Metro Detroit crisis centers have been criticized by police and family of victims for releasing patients prematurely. Local police officials have said some people recently released from crisis centers went on to initiate barricaded gunman situations and, in one case, attack police with a sword, resulting in officers using lethal force.

Huff said it’s sometimes a financial decision when crisis centers release patients prematurely. In other cases, it’s because they can’t always hold people against their will, as

there is a legal state standard under the Michigan Mental Health Act for what warrants involuntary hospitalization.

Law enforcement officers are the only people authorized to take citizens to be evaluated for hospitalization without a court order, Huff said. From there, mental health professionals must petition in front of a judge to show that patients will kill or seriously harm themselves or others in order to hold them involuntarily.

“Some people can fool clinicians that don’t know them. There are times when it’s really obvious someone needs to be hospitalized,” Huff said. “Other times, if you don’t know them, and unless you’re able to do a lengthy assessment and observe them, it can be very difficult to know if they need treatment.”

Gardner said at the VA, he has run into resistance when trying to get patients who may be a threat to themselves or the community hospitalized in inpatient units, even if a judge had approved inpatient hospitalization.

“When I started working at the VA on the inpatient psychiatric unit in 1994, the average length of stay was 28 days,” Gardner said.

Over time, the average stay went from 28 days to 14 days and is now somewhere between one and two weeks, he said.

Gardner said he worries about how the deficiency of inpatient care can impact the efficacy of the Oakland County Sheriff’s Office’s initiative.

“No matter what the clinicians working with law enforcement do, ultimately, the hospital has to also coordinate with intervention,” he said.

Suicide: The biggest threat to officers' lives

The Oakland County initiative won’t just seek to strengthen police response to mental health calls. It will also provide support to deputies experiencing their own mental health challenges, Gardner said.

Scott MacInnis was a Toledo, Ohio, police officer and is now a crisis clinician and therapist working toward becoming a specialized Oakland County sheriff’s deputy.

He said not reaching out for help during his time as a Toledo police officer led to him being relieved of his duties.

“I had some personal things going on, my personal life mixed with my professional life, and I ended up getting in a situation off duty and basically losing my job over it,” MacInnis said. “Had I reached out for help earlier, I’d probably still be at the department.”

More cops die by suicide than in the line of duty, according to nonprofit and government statistics.

In 2019, 239 police officers killed themselves, according to Blue H.E.L.P., a nonprofit focused on reducing the stigma of seeking mental health help in law enforcement.

That same year, 89 law enforcement officers were killed in the line of duty, according to FBI statistics.

MacInnis said police officers should have access to mental health professionals that understand what they endure.

“There’s a shortage of good clinicians that understand the culture and can help with mental health issues that first responders might have,” MacInnis said.

MacInnis became involved with the Oakland County Sheriff’s Office’s new initiative after meeting Gardner.

“I was his client. I went through four therapists before I went to him because no one understood what I was going through,” MacInnis said.

Now, MacInnis and his peers hope to not only assist citizens with mental illness but also struggling police officers — “protecting and serving those who protect and serve,” as Gardner put it.

There will be four mental health professionals joining the Sheriff’s Office in the spring, Gardner said. Three are planning on becoming reserve deputies and one is pursuing becoming fully deputized and working part-time.

Reserve deputies are unpaid volunteers. Gardner is seeking federal grants so that reserves can receive compensation. He hopes to eventually expand the program so that it will include more mental health professionals becoming fully deputized instead of becoming reserve deputies.

Reserves don’t have arrest powers unless they are in the presence of another deputy. The specialized Oakland County reserve deputies will always be accompanied by another deputy who has crisis intervention training.

Gardner said he expects the mental health professionals joining the Sheriff's Office to have some reservations, as he did when he joined years ago.

"The first time I was shot at, I remember thinking, 'What the hell am I doing here?'" Gardner said.

Incorporating technology

Part of the training that all Oakland County deputies undergo includes sessions in an ultra-realistic 300-degree simulator, the VirTra V-300, which immerses them in real-life scenarios, allowing them to use verbal commands or force of their choosing.

Deputy Scott Panin, rangemaster at the Oakland County Sheriff's Office, said the simulator permits deputies to run through five to seven different scenarios in 20 minutes.

"It allows us to create situations we otherwise wouldn't have been able to do," Panin said. "VirTra did its homework. The situations are extremely realistic and relevant to what officers encounter."

Deputies using the roughly \$250,000 simulator have free rein in how they want to react to situations. Panin can select from a variety of prompts for the simulation to perform based on what the deputy in training did or said. Deputies can choose to use force by firearm, Taser or pepper spray. Shots fired in the simulation are accurately depicted.

Gardner said in addition to helping police train in interacting with mentally ill people, he puts deputies who recently experienced a traumatic situation through the VirTra system before they return to the field.

"It helps them learn if they are going to hesitate when put in a stressful situation or if they're going to be too quick to act when they shouldn't have," Gardner said.

Other efforts

Amid calls to defund the police and increase funding to social services, cities and states across the country are experimenting with different policing models.

A group of Michigan senators introduced in October Senate Bill 1162, which would create a state office of social work and police partnerships.

The bill seeks to provide funding to embed social workers, counselors and psychologists

with law enforcement.

The mental health professionals would work with police and respond to emergency calls involving mental illness, substance abuse and homelessness. They would refer individuals to social services and counsel crime victims and individuals reentering society after incarceration. Additionally, the counselors would help police officers with their trauma and mental health needs.

In Detroit, officials announced in December a new program aimed to help police respond to mental health calls.

The program — an \$800,000 partnership with the Detroit Wayne Integrated Health Network — embeds behavioral health staff at the 911 call center and with police. It also brings together police and behavioral health clinicians to assist residents with no home find shelter and permanent housing.

“The police department in Detroit and across the country has become the de facto mental health agency far too often,” Detroit Mayor Mike Duggan said in December. “In Michigan, going back to the 1990s, with the shuttering of residential (mental health care) facilities, the Detroit police have found themselves being mental health care workers far too often.”

Duggan pushed back at the idea that more funding for social services must mean less funding for police.

“We don’t need less funding to the police department, we need more. We also need more funding for mental health,” Duggan said. “The city of Detroit doesn’t operate mental health services. In Michigan, mental health services are funded 90% by the state. In Wayne County, they’re operated through DWIHN.”

In Detroit’s fiscal year 2020-21 budget, the city allocated \$328.7 million for police, making up 15% of the budget — the second largest chunk of it. Two percent of the city budget, \$41.8 million, went to health.

Detroit Police Chief James Craig said as of Dec. 15, there were 7,300 calls in 2020 involving something related to mental health. There were 33 barricaded gunman situations in Detroit in all of 2020, about half of which involved someone with mental illness, Craig said.

The goal of the partnership with DWIHN is to improve police response and connect mentally ill people with early support, Craig said.

“I really think this collaborative effort will save lives, result in fewer calls, and it’s going to reduce the number of violent crimes. I really believe that,” Craig said.

Other U.S. cities are finding different ways to improve their responses to mental health calls.

In two Oregon cities, Eugene and Springfield, a specialized team called CAHOOTS — Crisis Assistance Helping Out on the Streets — responds to calls relating to mental health issues and addiction. The CAHOOT responders include a medic and a crisis responder, usually sans an armed police officer.

CAHOOTS responded to about 23,000 calls in Eugene and Springfield in 2018 — about 20% of calls in the area, a CAHOOT official said on CBS Evening News. Other cities across the country are exploring the CAHOOT model.

Colorado is using millions of dollars from the state’s recreational marijuana tax fund to pair behavioral health specialists with cops.

In Seattle, those caught by police with small amounts of drugs are steered toward social programs instead of being incarcerated.

These different diversion programs may be effective in making a difference, however, whether they can reverse the effects of a crippled national mental health system is a different question.

Deaths from substance abuse and suicide have recently increased in the U.S., leaving it with one of the highest suicide rates in the industrialized world.

Mental health issues and substance abuse in the U.S. may be exacerbated by barriers to health care and safety-related issues in the country, according to the Commonwealth Fund, a foundation focused on health care.

Nearly half of U.S. adults who reported experiencing emotional distress also reported being concerned about neighborhood safety or having enough money for food or shelter. In contrast, only 16% to 19% of adults reporting emotional distress in the United Kingdom, France and Germany cited unmet social and economic needs, according to a Commonwealth Fund report.

Americans experiencing emotional distress have few places to turn compared with other industrialized countries. The U.S. has 105 mental health workers per 100,000 people —

about half the rate of Canada and Australia. And only one-third of primary care practices in the U.S. have mental health professionals on their team compared with more than 90% in the Netherlands and Sweden, according to the Commonwealth Fund.

Until there is significant structural change, police department initiatives will act as a bandage for America's disjointed mental health care system, said Huff of the Mental Health Association in Michigan.

Huff says she's interested in watching how the Oakland County program will affect society.

"Having a mental health clinician be trained as a deputy and carry a gun is a really interesting concept. I like the idea and I see where they're going," Huff said.

Wade, the VA psychologist joining the Sheriff's Office as a reserve deputy, said she once came across a quote in a book from psychologist Francine Shapiro that inspired her to become an embedded psychologist:

"We are all responsible for the world we live in. Worldwide, clinicians are forging bonds that transcend countries and ideologies. Bonds that can help heal trauma and pain that lead to ongoing violence and suffering. To make a difference that effects (sic) generations to come — don't leave it to anyone else. We all have to take a part in it."

Contact Omar Abdel-Baqui: oabdelbaqui@freepress.com. Follow him on Twitter @omarabdelb.

Regular Meeting Minutes of January 25, 2021

A communication from the Office of the Mayor, dated January 22, 2021, re: Crisis Support Team, was received and placed on file for the information of the Council.

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

RESOLVED, that having considered the report and recommendation of the Chief of Police, dated December 29, 2020, which bears the signatures of the Director of Finance and the City Attorney, and is approved for submission by the Mayor, the Council does hereby accept the quote of Hegira Health, Inc., 37450 Schoolcraft Road, Livonia, MI 48154 ("Hegira") to provide two (2) full-time Master Degree Level Professional Social Workers to be embedded with the Livonia Police Department to provide Law Enforcement/Mental Health Co-Response Services to the residents of the City of Livonia for an amount not to exceed \$190,000.00; FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed \$190,000.00 from Account No. 101-304-818-000 (Contractual Services) for this purpose; FURTHER, the Council does hereby authorize such action without competitive bidding in view of Hegira's long record of service to the community in conjunction with the Livonia Police Department; Hegira's valuable psychiatric resources located in Livonia; and the recommendation of the Wayne State University Center for Behavioral Health and Justice; and such action is taken in accordance with Section 3.04.140.D.2.a of the Livonia Code of Ordinances, as amended.

Mayor Maureen Miller Brosnan was called on to speak about this Agenda item. She stated she appreciates Council taking this Agenda item up tonight. As you are all aware, as I am, this is an issue that has been one that the Livonia Police Department has been talking about, has been researching, for well over a year now and we've been anxious to get this before you because we do believe that it is an amazingly comprehensive program and plan for our community. And Councilwoman Toy has set the bar really high for us tonight to step up, step in, and answer all the questions that you might have. I am confident that you are going to walk away from this meeting as confident as I am that this is the ideal program coming to our community at the ideal time. I want to start by just giving you a little bit of history. When I took office around a year ago, I asked all of the Department Heads to come on in and share with me their top priorities. And this was a top priority for Chief Caide. It was one of the most important things that he was committed to delivering to our community. He cited instantly for me the need for additional resources in both behavioral and mental health in our community, seeing an increase and a rise in calls to the department that were outside of the realm of. And this is something that has been experienced by not only in the City of Livonia, it is a nationwide crisis. But it is one that our Police Chief and our Department was prepared to address and working hard to address, not just with

Regular Meeting Minutes of January 25, 2021

our community here in Livonia but as leaders throughout the region. The Chief was working along with other Police Chiefs to try to make this more of a regional program. At one point in time we decided that Livonia just could not wait any longer so we moved full speed ahead and what you have before you tonight is the most innovative program that exists currently in Southeast Michigan. The move for a Crisis Support Team was escalated once Covid 19 hit. Clearly all the stresses, all the anxieties that people were feeling and were experiencing were exacerbated by the fact that folks were contained and not able to meet their normal schedules and the normal demands of daily life. All of that has led to an increase in the number of behavioral and mental health issues that our Police Department is dealing with. So I am really anxious to share with you what I believe is an added and critical social service tool to our Police safety tool kit. Livonia is not unlike other communities and oftentimes I hear about this on a regional basis because of my role on the Board of Directors at St. Mary Mercy Health. Every three years we do what we call a community news assessment. And in the last round of that news assessment, one of the top priorities, one of the top news areas for all of the communities that we serve was mental health, and lack of mental health services. So, again, I do believe that Livonia is going to be able to put together a program that is going to assist hopefully in providing better mental health on a more regional basis as a result of this program. Some of what is important to look at is that Livonia's community has put together a very unique, a very innovative program where we're partnering with Hegira, a trusted partner, one that we've relied on in the past, to help us embed in the Police Department two social workers. As I said, a first of its kind social work program in the region. And what it's going to give us is not only the ability to rise to the demand of a crisis. But the concern is to manage the care as a result of the crisis, even beyond the crisis that happens at the moment. Adding something the police work doesn't normally get a chance to do. So making sure that we've got two embedded social workers in our department clearly puts us head and shoulders above other departments in providing care for the people in our community. I, along with the Livonia Human Relations Commission, stand in support of this program. I'm hoping that after you hear from the Police Chief as well as the experts that we've got assembled here this evening, that you, too, will join me in the support of the program. Nobody knows this area of work better than Chief Caid and nobody knows the impact of this work more than Judge Kenny and Judge Burton. They see it every day in their court, I'm anxious to hear from them from their perspective, the impact that this could have on a city like Livonia. So thank you very much, for your time, your attention to this matter tonight and for the time that you give us this evening and the time you've given to studying this project tonight. Thank you.

President McIntyre asked the panelists who were appearing at the Zoom meeting to unmute their microphones and to make sure and identify themselves when speaking.

Regular Meeting Minutes of January 25, 2021

Police Chief Curtis Caid gave an introduction and brief history of his involvement with this agenda item and introduced the panel of people in attendance at the meeting.

The panel was comprised of these members:

Judge Timothy Kenny
Judge Freddie Burton
Nancy Hambrick
Jaime White
Carol Zuniga
Arnold Wicker
Sergeant Eric Marcotte
Chief Curtis Caid

Following input given by panelists Kenny, Burton, Marcotte, and Hambrick and discussion by Council, Vice President Bahr, supported by Toy, made a motion in lieu of the foregoing resolution, to substitute the following:

RESOLVED, that upon the motion by Council Vice President Scott Bahr, seconded by Councilmember Laura Toy, at the Regular Meeting held January 25, 2021, the Council does hereby refer the subject matter of an agreement with Hegira Health, Inc. to provide two (2) full-time Master Degree Level Professional Social Workers to be embedded with the Livonia Police Department to provide Law Enforcement/Mental Health Co-Response Services to the residents of the City of Livonia to the Committee of the Whole for its report and recommendation.

A roll call vote was taken on the motion to substitute as follows:

AYES: Donovic, Toy, Bahr, White and McIntyre

NAYS: McCullough, Jolly

The President declared the motion to substitute adopted.

Regular Meeting Minutes of January 25, 2021

President McIntyre opened the floor for comments on the motion to substitute.

The following people spoke on the motion to substitute:

Sara Overwater
Tina Lindsay
Brooke Voeller
Jody White
Richard Glover
Roy Johnson
Victoria McCasey
Penny Crider
Ray McEvoy
Julie McEvoy

Detroit Free Press

OAKLAND

As mental health system crumbles, new Oakland County program may turn heads across US

Omar Abdel-Baqui Detroit Free Press

Published 6:01 a.m. ET Jan. 29, 2021 | Updated 9:26 a.m. ET Jan. 29, 2021

When Colton Puckett returned to his wife and 4-year-old child in Waterford after serving over a year in Iraq and Afghanistan, he brought his demons with him.

The Marine veteran couldn't shake the memories of friends dying or losing limbs.

Puckett had severe post-traumatic stress disorder. He sought help, but his life was ended by a police bullet.

Puckett snapped on Aug. 24, 2017. He told his wife he wanted to kill himself and then assaulted her at their home. She fled and called 911.

Puckett grabbed a shotgun and barricaded himself in the home. He threatened to kill police officers and burn the house down, police said at the time.

He later ran toward officers with a shotgun raised. That's when police killed the 28-year-old veteran.

Dr. LaMaurice Gardner, a Veterans Affairs clinical psychologist and an Oakland County reserve sheriff's deputy, was on scene that day, trying to help resolve the situation peacefully and get Puckett the mental health treatment he needed. Gardner said Puckett's needless death left him fuming and frustrated, knowing that a veteran who couldn't get proper treatment ended up taking his struggles to the grave.

"It happens far too often," Gardner said.

Gardner is tired of seeing mentally ill people jailed or killed by police, he said. He hopes to revolutionize how police interact with mentally ill people and fill the gaps left by a crumbling mental health care system.

More: Michigan man jailed for nearly 4 decades exonerated after witness admits to lying

More: Disregarded and devastated: Homeless vet seeking health care finds faith, meets 'godsend'

He is leading an initiative at the Oakland County Sheriff's Office that is novel to the region and possibly the country in which mental health professionals — clinical psychologists and counselors with master's and doctorate degrees — undergo police training and become uniformed, armed reserve or part-time deputies who respond to calls involving mental health crises or severe emotional distress.

The program seeks to alleviate the burden placed on rank-and-file police officers to act as shrinks. It also seeks to connect mentally ill people with care instead of hauling them off to jail or putting them at risk as they are when forced to interact with police who have little mental health training.

"This is something totally new. We're not aware of anything exactly like it in the country," Gardner said.

Puckett had gone to several VA facilities but checked out of inpatient care because it wasn't helping, said his then-wife, Kristen Puckett.

"A lot of the doctors he saw didn't really seem to care," Kristen Puckett told the Free Press. "They all seemed to just want to throw pills at him and send him out the door."

The new program seeks to prevent deaths like Puckett's.

Starting this spring, specialized deputies will accompany full-timers on calls. They will lead de-escalation efforts, assess mentally ill people on the spot, take them to the proper facility to receive care and inform them of resources available.

Specialized deputies will also conduct periodic wellness checks to make sure known mentally ill people are taking their medication and are doing OK, and they will assist Oakland County sheriff's deputies with their own trauma and mental health issues.

Nation's biggest mental health provider? Jails

Shortfalls in the mental health system results in many untreated people on the streets.

In the only country in the world where there are more guns than residents — about 120 guns for every 100 Americans — firearms are bound to get in the hands of mentally ill

people, leading officers to use lethal force.

In some cases, inadequate training leaves officers unable to distinguish one mental illness from another, turning situations unnecessarily deadly.

Nearly one in four people killed by police in the U.S. since 2015 had a mental illness, according to a Washington Post database. Locally, several mentally ill people recently released from crisis centers have initiated hostage situations and assaulted police. Some were subsequently killed by officers.

Oakland County Sheriff Michael Bouchard said when he took the job in 1999, about 8% of the county's jail population was on psychotropic medication. Now, on any given day, it's over 30%, which he called "a tragedy."

"The state and federal government have walked away from their responsibilities in mental health, and as a result, we're seeing a lot of people in crisis on the streets and a lot of tragedies playing out in the streets because the full continuum of a robust mental health system is not in play," Bouchard said.

In part due to the disjointed American mental health system, roughly 10% of police encounters in the U.S. involve people with mental illness, according to studies, and the largest mental health providers in the nation are jails.

"We ask police to be social workers and handle social problems that they aren't equipped to handle," said Marianne Huff, president and CEO of the Mental Health Association in Michigan, a nonprofit advocacy group for individuals with mental illness.

Gardner, who has been involved with the Sheriff's Office for about 25 years, says that training mental health professionals as police will lead to the de-escalation of many tense situations and ultimately result in fewer people in jail or getting killed by police, and more people getting care.

"A majority of calls relate to people in a state of emotional upheaval. Whether it be a domestic situation or someone high on drugs or drunk, the emotions are high and judgment is down," Gardner said. "Active listening and effective communication, which mental health professionals excel at, can get people to come back down to a balance."

Megan Wade is a psychologist and a mental health postdoctoral fellow at the John D. Dingell VA Medical Center. She is one of four mental health professionals receiving police training in Oakland County.

“Police generally feel they have to respond to situations with a macho mentality and that they are not allowed to show weakness of any kind, because it can be exploited,” she said. “But people, especially those undergoing crisis, want to be spoken to with respect. Just acknowledging what they’re feeling can go a long way.”

Sheriff Bouchard, who is on the board of the Major County Sheriffs of America, and Gardner, who is a member of the International Association of Chiefs of Police, said they haven’t heard of any U.S. agency with an existing program like the one the Oakland County Sheriff’s Office is launching.

"I expect police leaders across the country will pay attention to what we're doing here," Gardner said.

A longtime underfunded system

The U.S. lags behind other high-income nations when it comes to mental health care.

“The system is underfunded and has been for a long time,” said Huff, president of the Mental Health Association in Michigan.

The decades-long dismantling of the mental health care system began in the 1960s on a national level and accelerated in Michigan in the 1990s, Huff said.

In Michigan, 14 state hospitals and centers were closed from 1980 to 1990. Gov. John Engler in the mid- to -late-1990s hastened the demise of state mental health care, slashing funding and announcing the closure of several facilities.

Now, Michigan is left with three adult public psychiatric institutions.

There were 480 beds at state psychiatric hospitals for Michigan’s nearly 10 million residents in late 2019. Over 200 Michiganders were on a waiting list for a bed that year, according to a state report.

Metro Detroit crisis centers have been criticized by police and family of victims for releasing patients prematurely. Local police officials have said some people recently released from crisis centers went on to initiate barricaded gunman situations and, in one case, attack police with a sword, resulting in officers using lethal force.

Huff said it’s sometimes a financial decision when crisis centers release patients prematurely. In other cases, it’s because they can’t always hold people against their will, as

there is a legal state standard under the Michigan Mental Health Act for what warrants involuntary hospitalization.

Law enforcement officers are the only people authorized to take citizens to be evaluated for hospitalization without a court order, Huff said. From there, mental health professionals must petition in front of a judge to show that patients will kill or seriously harm themselves or others in order to hold them involuntarily.

“Some people can fool clinicians that don’t know them. There are times when it’s really obvious someone needs to be hospitalized,” Huff said. “Other times, if you don’t know them, and unless you’re able to do a lengthy assessment and observe them, it can be very difficult to know if they need treatment.”

Gardner said at the VA, he has run into resistance when trying to get patients who may be a threat to themselves or the community hospitalized in inpatient units, even if a judge had approved inpatient hospitalization.

“When I started working at the VA on the inpatient psychiatric unit in 1994, the average length of stay was 28 days,” Gardner said.

Over time, the average stay went from 28 days to 14 days and is now somewhere between one and two weeks, he said.

Gardner said he worries about how the deficiency of inpatient care can impact the efficacy of the Oakland County Sheriff’s Office’s initiative.

“No matter what the clinicians working with law enforcement do, ultimately, the hospital has to also coordinate with intervention,” he said.

Suicide: The biggest threat to officers' lives

The Oakland County initiative won’t just seek to strengthen police response to mental health calls. It will also provide support to deputies experiencing their own mental health challenges, Gardner said.

Scott MacInnis was a Toledo, Ohio, police officer and is now a crisis clinician and therapist working toward becoming a specialized Oakland County sheriff’s deputy.

He said not reaching out for help during his time as a Toledo police officer led to him being relieved of his duties.

“I had some personal things going on, my personal life mixed with my professional life, and I ended up getting in a situation off duty and basically losing my job over it,” MacInnis said. “Had I reached out for help earlier, I’d probably still be at the department.”

More cops die by suicide than in the line of duty, according to nonprofit and government statistics.

In 2019, 239 police officers killed themselves, according to Blue H.E.L.P., a nonprofit focused on reducing the stigma of seeking mental health help in law enforcement.

That same year, 89 law enforcement officers were killed in the line of duty, according to FBI statistics.

MacInnis said police officers should have access to mental health professionals that understand what they endure.

“There’s a shortage of good clinicians that understand the culture and can help with mental health issues that first responders might have,” MacInnis said.

MacInnis became involved with the Oakland County Sheriff’s Office’s new initiative after meeting Gardner.

“I was his client. I went through four therapists before I went to him because no one understood what I was going through,” MacInnis said.

Now, MacInnis and his peers hope to not only assist citizens with mental illness but also struggling police officers — “protecting and serving those who protect and serve,” as Gardner put it.

There will be four mental health professionals joining the Sheriff’s Office in the spring, Gardner said. Three are planning on becoming reserve deputies and one is pursuing becoming fully deputized and working part-time.

Reserve deputies are unpaid volunteers. Gardner is seeking federal grants so that reserves can receive compensation. He hopes to eventually expand the program so that it will include more mental health professionals becoming fully deputized instead of becoming reserve deputies.

Reserves don’t have arrest powers unless they are in the presence of another deputy. The specialized Oakland County reserve deputies will always be accompanied by another deputy who has crisis intervention training.

Gardner said he expects the mental health professionals joining the Sheriff's Office to have some reservations, as he did when he joined years ago.

"The first time I was shot at, I remember thinking, 'What the hell am I doing here?'" Gardner said.

Incorporating technology

Part of the training that all Oakland County deputies undergo includes sessions in an ultra-realistic 300-degree simulator, the VirTra V-300, which immerses them in real-life scenarios, allowing them to use verbal commands or force of their choosing.

Deputy Scott Panin, rangemaster at the Oakland County Sheriff's Office, said the simulator permits deputies to run through five to seven different scenarios in 20 minutes.

"It allows us to create situations we otherwise wouldn't have been able to do," Panin said. "VirTra did its homework. The situations are extremely realistic and relevant to what officers encounter."

Deputies using the roughly \$250,000 simulator have free rein in how they want to react to situations. Panin can select from a variety of prompts for the simulation to perform based on what the deputy in training did or said. Deputies can choose to use force by firearm, Taser or pepper spray. Shots fired in the simulation are accurately depicted.

Gardner said in addition to helping police train in interacting with mentally ill people, he puts deputies who recently experienced a traumatic situation through the VirTra system before they return to the field.

"It helps them learn if they are going to hesitate when put in a stressful situation or if they're going to be too quick to act when they shouldn't have," Gardner said.

Other efforts

Amid calls to defund the police and increase funding to social services, cities and states across the country are experimenting with different policing models.

A group of Michigan senators introduced in October Senate Bill 1162, which would create a state office of social work and police partnerships.

The bill seeks to provide funding to embed social workers, counselors and psychologists

with law enforcement.

The mental health professionals would work with police and respond to emergency calls involving mental illness, substance abuse and homelessness. They would refer individuals to social services and counsel crime victims and individuals reentering society after incarceration. Additionally, the counselors would help police officers with their trauma and mental health needs.

In Detroit, officials announced in December a new program aimed to help police respond to mental health calls.

The program — an \$800,000 partnership with the Detroit Wayne Integrated Health Network — embeds behavioral health staff at the 911 call center and with police. It also brings together police and behavioral health clinicians to assist residents with no home find shelter and permanent housing.

“The police department in Detroit and across the country has become the de facto mental health agency far too often,” Detroit Mayor Mike Duggan said in December. “In Michigan, going back to the 1990s, with the shuttering of residential (mental health care) facilities, the Detroit police have found themselves being mental health care workers far too often.”

Duggan pushed back at the idea that more funding for social services must mean less funding for police.

“We don’t need less funding to the police department, we need more. We also need more funding for mental health,” Duggan said. “The city of Detroit doesn’t operate mental health services. In Michigan, mental health services are funded 90% by the state. In Wayne County, they’re operated through DWIHN.”

In Detroit’s fiscal year 2020-21 budget, the city allocated \$328.7 million for police, making up 15% of the budget — the second largest chunk of it. Two percent of the city budget, \$41.8 million, went to health.

Detroit Police Chief James Craig said as of Dec. 15, there were 7,300 calls in 2020 involving something related to mental health. There were 33 barricaded gunman situations in Detroit in all of 2020, about half of which involved someone with mental illness, Craig said.

The goal of the partnership with DWIHN is to improve police response and connect mentally ill people with early support, Craig said.

“I really think this collaborative effort will save lives, result in fewer calls, and it’s going to reduce the number of violent crimes. I really believe that,” Craig said.

Other U.S. cities are finding different ways to improve their responses to mental health calls.

In two Oregon cities, Eugene and Springfield, a specialized team called CAHOOTS — Crisis Assistance Helping Out on the Streets — responds to calls relating to mental health issues and addiction. The CAHOOT responders include a medic and a crisis responder, usually sans an armed police officer.

CAHOOTS responded to about 23,000 calls in Eugene and Springfield in 2018 — about 20% of calls in the area, a CAHOOT official said on CBS Evening News. Other cities across the country are exploring the CAHOOT model.

Colorado is using millions of dollars from the state’s recreational marijuana tax fund to pair behavioral health specialists with cops.

In Seattle, those caught by police with small amounts of drugs are steered toward social programs instead of being incarcerated.

These different diversion programs may be effective in making a difference, however, whether they can reverse the effects of a crippled national mental health system is a different question.

Deaths from substance abuse and suicide have recently increased in the U.S., leaving it with one of the highest suicide rates in the industrialized world.

Mental health issues and substance abuse in the U.S. may be exacerbated by barriers to health care and safety-related issues in the country, according to the Commonwealth Fund, a foundation focused on health care.

Nearly half of U.S. adults who reported experiencing emotional distress also reported being concerned about neighborhood safety or having enough money for food or shelter. In contrast, only 16% to 19% of adults reporting emotional distress in the United Kingdom, France and Germany cited unmet social and economic needs, according to a Commonwealth Fund report.

Americans experiencing emotional distress have few places to turn compared with other industrialized countries. The U.S. has 105 mental health workers per 100,000 people —

about half the rate of Canada and Australia. And only one-third of primary care practices in the U.S. have mental health professionals on their team compared with more than 90% in the Netherlands and Sweden, according to the Commonwealth Fund.

Until there is significant structural change, police department initiatives will act as a bandage for America's disjointed mental health care system, said Huff of the Mental Health Association in Michigan.

Huff says she's interested in watching how the Oakland County program will affect society.

"Having a mental health clinician be trained as a deputy and carry a gun is a really interesting concept. I like the idea and I see where they're going," Huff said.

Wade, the VA psychologist joining the Sheriff's Office as a reserve deputy, said she once came across a quote in a book from psychologist Francine Shapiro that inspired her to become an embedded psychologist:

"We are all responsible for the world we live in. Worldwide, clinicians are forging bonds that transcend countries and ideologies. Bonds that can help heal trauma and pain that lead to ongoing violence and suffering. To make a difference that effects (sic) generations to come — don't leave it to anyone else. We all have to take a part in it."

Contact Omar Abdel-Baqui: oabdelbaqui@freepress.com. Follow him on Twitter @omarabdelb.

Regular Meeting Minutes of January 25, 2021

Following discussion, a roll call vote was then taken on the proposed substitute resolution by Bahr, seconded by Toy,

CITY COUNCIL

Subject matter of an agreement with Hegira Health, Inc. to provide two (2) full-time master's degree level professional Social Workers to be embedded with the Livonia Police Department to provide Law Enforcement/Mental Health Co-Response Services to the residents of the City of Livonia.

(Refer to Committee of the Whole)

#21-21 RESOLVED, that upon the motion by Council Vice President Scott Bahr, seconded by Councilmember Laura Toy, at the Regular Meeting held January 25, 2021, the Council does hereby refer the subject matter of an agreement with Hegira Health, Inc. to provide two (2) full-time Master Degree Level Professional Social Workers to be embedded with the Livonia Police Department to provide Law Enforcement/Mental Health Co-Response Services to the residents of the City of Livonia to the Committee of the Whole for its report and recommendation.

with the following result:

AYES: Donovic, Toy, Bahr, White and McIntyre

NAYS: McCullough, Jolly

The President declared the resolution adopted.

<i>NEW BUSINESS (Regular Meeting of January 25, 2021)</i>
--

Motion by: Bahr

Seconded by: Toy

ROLL CALL:

Ayes: Donovic, Toy, Bahr, White, McIntyre

Nays: McCullough, Jolly

Absent: None



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.

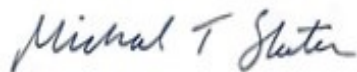
FISCAL CONSIDERATION

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



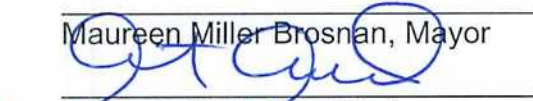
Date: December 30, 2020

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
Carol Zuniga, Executive Director

12/18/2020
Date

City of Livonia, Certified Signature

Name, Title

Date

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 22, 2021**

Meeting was called to order via Zoom remote technology at 8:41 p.m. by President Kathleen McIntyre. Present: Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

16) PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED: Department of Law, re: to amend the sewage disposal system ordinance Chapter 13.20, Section 050 (Connection rates for buildings-fee schedule) and Section 060 (Connection rates for buildings-Computation guidelines).

Councilmember Jolly offered an approving resolution for the Regular Agenda.

DIRECTION:

APPROVING

REGULAR



REPORT TO THE LIVONIA CITY COUNCIL

Law
February 23, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Brenda Smyser, Program Supervisor

AGENDA ITEM

PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED:
Department of Law, re: to amend the sewage disposal system ordinance Chapter 13.20, Section 050 (Connection rates for buildings-fee schedule) and Section 060 (Connection rates for buildings-Computation guidelines).

BACKGROUND

The City's sewage disposal system is comprised of 461 miles of sewer pipe ranging from 8-inch to 60-inch diameter and over 10,200 sewer manholes with 66% of the system constructed over 50 years ago. As the City's sewage disposal system continues to age, the operations and maintenance activities required to be performed throughout the system continue to increase. These increased activities were identified in the City's 2016 Sanitary Sewer System Asset Management Plan and include pipe and manhole inspections and cleaning, pipe and manhole rehabilitation programs, and active flow monitoring and excessive flow removal programs. Funds collected through this proposed connection fee increase will be used for increased operation and maintenance activities and system improvement programs.

RECOMMENDATION

The Proposed Amendment is ready to be offered for a First Reading to amend the sewer ordinance increasing the sewer service connection fee to \$3,900 per sanitary use factor (unit).

FISCAL CONSIDERATION

ATTACHMENTS

1. 2021-01-26 Sewer Connection Analysis
2. 13.20.050 & 060 - Connection rates for buildings - fee schedule

APPROVED BY

Date: February 11, 2021

Don Rohraff, Director of Public
Works



Date: February 11, 2021

Michael Slater, Finance Director



Date: February 11, 2021

Paul Bernier, City Attorney



Date: February 12, 2021

Maureen Miller Brosnan, Mayor



memorandum

Date: January 26, 2021

To: Jacob Rushlow, City of Livonia

From: Jessica Katers, P.E. OHM Advisors
Brittney Bult, OHM Advisors

Re: Sanitary Sewer Connection Fees Comparison

The City of Livonia is evaluating how the current fees for sanitary sewer connections compare to that of the surrounding communities. This memorandum summarizes and compares the current sewer connection fees for Livonia and its surrounding communities. These communities include the Cities of Farmington Hills and Westland and Canton, Northville, Plymouth, and Redford Townships.

LIVONIA

Livonia Code of Ordinances – Chapter 13.20 – Livonia Sewage Disposal System – Section 13.20.050 (November 13, 2020)

The City of Livonia has a “sanitary connection rate” of \$1,500 per sanitary use factor units as defined in the Code of Ordinances.

Example Current Cost For Livonia

Occupational Use	Use Data	Sanitary Use Factor	Cost
Single-Family Residential (80' frontage)	1 Dwelling	1 /Dwelling	\$1,500
Apartment (6 Units)	6 Apartments	0.75 / Apartment	\$6,750
Office Building	30,000 sq ft	0.30 / 1,000 sq ft	\$13,500
Restaurant	2, 000 sq ft	2 / 1,000 sq ft	\$6,000

The City of Livonia is proposing to increase their “sanitary connection rate” to \$3,900 per sanitary use factor units.

Example Proposed Cost For Livonia

Occupational Use	Use Data	Sanitary Use Factor	Cost
Single-Family Residential (80' frontage)	1 Dwelling	1 /Dwelling	\$3,900
Apartment (6 Units)	6 Apartments	0.75 / Apartment	\$17,550
Office Building	30,000 sq ft	0.30 / 1,000 sq ft	\$35,100
Restaurant	2, 000 sq ft	2 / 1,000 sq ft	\$15,600



FARMINGTON HILLS

Farmington Hills Code of Ordinances - Chapter 33 – Water and Sewers - Section 33-257 (as viewed on January 14, 2021)

The City of Farmington Hills has a connection charge per each one-family dwelling of \$1,500. In addition to this charge, there are other connection charges via permits that will need to be obtained for interceptors including the Tarabusi Arm, Grand River Arm, Ten Mile Rouge Arm and Thirteen Mile Arm. These charges vary from \$150 to \$2,500 each, per one-family dwelling. When calculating the connection charge for a property other than a single-family home, the Oakland County Water Resources Commissioner's REU schedule is utilized to determine the factor connection rate. (OCWRC Schedule of Unit Assignment Factors, July 1, 2018)

Example Cost For Farmington Hills

Occupational Use	Use Data	OCWRC REU (2018)	Minimum Cost*	Maximum Cost**
Single-Family Residential (80' frontage)	1 Dwelling	1 /Dwelling	\$1,650	\$4,000
Apartment (6 Units)	6 Residences	0.60 / Residence	\$5,940	\$14,400
Office Building	30,000 sq ft	0.30 / 1,000 sq ft	\$14,850	\$36,000
Restaurant	2, 000 sq ft	2 / 1,000 sq ft	\$6,600	\$16,000

*Minimum Cost includes minimum \$150 interceptor fee per one-family dwelling.

**Maximum Cost includes maximum \$2,500 interceptor fee per one-family dwelling.

WESTLAND

Westland Code of Ordinances – Chapter 46 – Fees, Rates and Charges - Section 46-1 (49) (as viewed on January 14, 2021)

The City of Westland uses a "sewer debt charge" in addition to a "sewer connection charge". The "sewer debt charge" is \$480 for a single-residence lot with frontage less than 60 feet and \$480 plus \$8 per additional foot in excess of 60 feet. All other connections are \$18.00 per foot of frontage. The "sewer connection charge" is for the connection charge at application and is \$450 per residential equivalent unit.

Example Cost For Westland

Occupational Use	Use Data	REUs	Frontage	Cost
Single-Family Residential (80' frontage)	1 Dwelling	1 /Dwelling	80 feet	\$1,090
Apartment (6 Units)	6 Residences	1 / Residence	120 feet	\$2,160
Office Building	30,000 sq ft	1 / 4,000 sq ft	200 feet	\$6,975
Restaurant	2, 000 sq ft	1 / 600 sq ft	50 feet	\$2,400

CANTON

Canton Charter Township Code of Ordinances - Chapter 74 – Utilities Article II Sec 74-83 (April 23, 2019)

Canton Charter Township has a "connection charge" which is based on the size of the connection. It is \$3,457 per ratio factor. Their ratio factors are based on the water meter size. For example, meters of 1" or less have a ratio factor of 1.00, 2" have a ratio factor of 4 and 3" have a ratio factor of 4. In addition to the connection charge, there is a "front footage charge" which is \$22.06 per front foot of property service by the sewer line.

Example Cost For Canton

Occupational Use	Meter Size	Ratio Factor	Frontage	Cost
Single-Family Residential (80' frontage)	¾"	1	80 feet	\$5,222
Apartment (6 Units)	1"	1	120 feet	\$6,104
Office Building	1 ½"	4	200 feet	\$18,240
Restaurant	1 ½"	4	50 feet	\$14,931



NORTHVILLE

Charter Township of Northville – Water and Sewer Division – Fee Schedule (July 2016)

Northville Township charges \$9,500 per living unit for a sewer connection. For all other units, the connection charge is based on Northville Township's Equivalent Living Unit Factor Schedule.

Example Cost For Northville

Occupational Use	Use Data	Equivalent Living Unit	Cost
Single-Family Residential (80' frontage)	1 Dwelling	1 /Dwelling	\$9,500
Apartment (6 Units)	6 Units	0.60 /Dwelling	\$34,200
Office Building	30,000 sq ft	0.40 / 1,000 sq ft	\$114,000
Restaurant	30 seats	.10 / seat	\$28,500

PLYMOUTH

Charter Township of Plymouth Comprehensive Fee Schedule (October 2020)

The Charter Township of Plymouth has a "trunk and transmission fee" and a "use factor fee". The "trunk and transmission fee" is based on the water service size and starts at \$250 for a 3/4" service and goes up to \$13,440 for a 6" service. The "use factor fee" is \$5,900 per unit according to their use factor schedule.

Example Cost For Plymouth

Occupational Use	Water Service Size	Trunk and Transmission Fee	Use Data	Use Factor (2016)	Total Cost
Single-Family Residential (80' frontage)	¾"	\$250	1 Dwelling	1 /Dwelling	\$6,150
Apartment (6 Units)	1"	\$420	6 Residences	1 /Dwelling	\$35,820
Office Building	1 ½"	\$840	30,000 sq ft	0.15 / 1,000 sq ft	\$27,390
Restaurant	1 ½"	\$840	2, 000 sq ft	1.7 / 1,000 sq ft	\$20,900

REDFORD

(Per phone conversation on January 14, 2021 with Department of Public Services)

Redford Township has a residential sewer connection fee of \$800 which includes inspection and permitting. Commercial sewer connections are \$900 for buildings with less than 40 feet of frontage and \$10 per foot in excess of 40 feet which includes inspection and permitting.

Example Cost For Redford

Occupational Use	Use Cost	Frontage	Total Cost
Single-Family Residential (80' frontage)	\$800	80 feet	\$800
Apartment (6 Units)	\$800	120 feet	\$800
Office Building	\$900	200 feet	\$2,500
Restaurant	\$900	50 feet	\$1,000

**AN ORDINANCE AMENDING SECTIONS 050 AND 060
OF TITLE 13, CHAPTER 20 (LIVONIA SEWAGE
DISPOSAL SYSTEM) OF THE LIVONIA CODE OF
ORDINANCES, AS AMENDED.**

THE CITY OF LIVONIA ORDAINS:

Section 1. Section 050 of Title 13, Chapter 20 the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

13.20.050 Connection rates for buildings – Fee schedule. There shall be paid on behalf of each premises capable of connection to the system, for the privilege of making such connection, a sanitary connection rate in the amount of ~~one~~ three thousand ~~five~~ nine hundred dollars (\$~~3,900.00~~ 1,500.00) times the number of sanitary use factor units assigned to such premises, in accordance with the following schedule:

Usage	Sanitary Use Factor (Units)
Automobile car wash (with recirculation system)	1.00 per 10 gallons per minute of water required.
Automobile car wash	10.00 per 20 feet of production line.
Automobile car wash (where no conveyor)	10.00 per stall.
Automobile car wash (self-service)	1.00 per stall.
Automobile dealers	0.50 per 1,000 square feet.
Automobile service stations	3.00 per station.
Bar (drinks and dinner)	2.00 per 1,000 square feet of building area.
Barbershop	0.50 per 1,000 square feet of building area.
Beauty shop	1.00 per 1,000 square feet of building area.
Boarding school and roominghouse	0.20 per bedroom.
Bowling alley (bar, restaurant, etc., and their own factors)	0.20 per 1,000 square feet.
Church	1.00 per 20 fixture units.

Proposed Amendment to Sections 050
and 060 of Title 13, Chapter 20 of the
Livonia Code of Ordinances – p 2

Cleaners	1.00 per 1,000 square feet of building.
Clinics, doctors and dentists	0.50 per 1,000 square feet.
Convalescent home	0.25 per bed.
Drugstore (with fountain service)	0.80 per 1,000 square feet of building.
Factories (exclusive of industrial wastes) (sanitary use factor units will be assigned for industrial wastes based on study of individual cases)	0.75 per 1,000 square feet.
Grocery stores, supermarkets	0.50 per 1,000 square feet.
Hospitals	1.10 per bed.
Hotels and motels (restaurant, bar and pool at respective unit factors)	0.35 per bedroom.
Laundry (self-service)	2.50 per 1,000 square feet.
Light manufacturing and/or light industrial	0.20 per 1,000 square feet.
Multiple-family dwelling:	
Apartment or condominium	0.75 per apartment or condominium.
High-rise apartment or condominium (three or more stories)	0.50 per apartment or condominium.
Senior citizen apartment or condominium	0.25 per apartment or condominium.
Office building	0.30 per 1,000 square feet.
Professional building (other than doctor or dentist)	0.25 per 1,000 square feet.
Restaurant	2.00 per 1,000 square feet.
Schools:	
(without pool and showers)	0.60 per classroom (or per 1,000 square feet).
(with pool and showers)	1.50 per classroom.
Service station	0.25 per pump.
Single-family residence	1.00 per dwelling.
Snack bars (drive-ins, etc.)	2.00 per 1,000 square feet.
Speculation building (use unit factor suitable to use if known, otherwise)	0.50 per 1,000 square feet.
Stores (other than specifically listed)	0.25 per 1,000 square feet.
Swimming pool (residential excluded)	3.00 per 1,000 square feet.

Theaters	0.01 per seat.
Theaters (drive-in)	0.02 per car space.
Trailer parks	0.40 per trailer space.
Warehouse	0.10 per 1,000 square feet.

Section 2. Section 060 of Title 13, Chapter 20 the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

13.20.060 Connection rates for buildings – Computation guidelines. The schedule set out in Section 13.20.050 shall be subject to compliance with the following:

- A. The building area shall be computed using outside measurements and adding all floors, including the basement.
- B. The minimum number of factor units for each sewer connection shall be one.
- C. In lieu of square footage, twenty (20) fixture units equal one (1) sanitary-use factor unit, whichever produces the lesser cost.
- D. For a multistory or multiuse building, each floor shall be computed in accordance with the unit factor applicable.

- ~~E.~~ 1. Each addition to an existing building (except residential) already connected to the sewer system shall be subject to a seven hundred fifty dollar (\$750.00) minimum charge or the appropriate unit factor charge, whichever is greater;
- 2. Each addition under one thousand five hundred (1,500) square feet to an existing building already connected to the sanitary sewer system with no additional plumbing fixtures added to existing facilities, the sewer fee is waived.
- 3. Each addition over one thousand five hundred (1,500) square feet to an existing building already connected to the sanitary sewer system with no additional plumbing fixtures added to existing facilities, a fee of seven hundred fifty dollars (\$750.00) will be charged.

- ~~F.E.~~ On industrial or commercial land, where the sewer laterals have been constructed by a developer and dedicated to the city, a credit will be allowed toward the connection charges. The percentage credit shall be the ratio of the length of developer-built sewer to the parcel frontage, but in no case shall the credit exceed eighty percent (80%) of the unit charge, and in no case shall the charge under this subsection be less than ~~seven hundred three thousand one hundred~~ fifty dollars (~~\$750.00~~3,150.00) for each connection. If a new commercial or industrial building is to be

constructed on a site where there is an existing sewer lead, the following will apply:

1. Figure cost on type of building being built;
2. Give credit for fee paid on original building.

G.F. In single-family residential and multiple residential developments, where the sewer laterals have been constructed by a developer and dedicated to the city, a credit will be allowed toward the connection charges. The percentage credit shall be the ratio of the length of developer-built sewer to the parcel frontage but the minimum charge after the credit has been applied shall not be less than ~~seven hundred three thousand one hundred~~ fifty dollars (~~\$750,003,150.00~~) for each sanitary-use factor unit.

1. If a residence is destroyed (by fire, windstorm, etc.) and the same type of structure as originally existed is to be built, and the sewer connection fees have been paid in full, there will be no additional charges for sewer fees.
2. If there is a sewer connection fee balance, payments on the contract can be suspended until such time as a new residence is constructed.

H.G. For any connection not specifically covered in the schedule set out in Section 13.20.050, the connection charge shall be determined by the water and sewer board at the time of application for any such connection.

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.

Section 5. This ordinance is hereby declared to be an emergency ordinance necessary for the protection of the public health, safety and welfare and shall take effect immediately upon publication.



REPORT TO THE LIVONIA CITY COUNCIL

Law
February 8, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Brenda Smyser, Program Supervisor

AGENDA ITEM

ACCEPTANCE OF GRANT OF EASEMENT: Department of Law, re: secured without monetary consideration from Schoolcraft College (Main Campus) for public utility easement in connection with the water main constructed at 18600 Haggerty Road in the Northwest 1/4 of Section 7. Parcel ID 46-027-99-0001-003.

BACKGROUND

Acceptance of Grant of Easement, secured without monetary consideration, from Schoolcraft College, for public utility easement in the Northwest 1/4 of Section 7, in connection with the water main constructed at 18600 Haggerty Road.

RECOMMENDATION

Approval of Grant of Easement from Schoolcraft College, executed by Glenn Cerny, Ed.D, Its Vice President and Chief Financial Officer, for a public utility easement in connection with the construction of a water main constructed at 18600 Haggerty Road, in the Northwest 1/4 of Section 7, more particularly described as:

20-Foot Wide Water Main Easement – Schoolcraft College Main Campus

A 20-foot wide strip of land located in the Northwest ¼ of Section 7, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, whose centerline is described as:

Commencing at the Northwest corner of said Section 7; thence S 01°56'42" E, 633.00 feet along the West line of said Section 7; thence N 88°03'18" E, 780.54 feet; thence S 01°59'22" E, 50.02 feet; thence N 88°03'18" E, 838.02 feet; thence S 01°52'32" E, 217.18 feet to the Point 'A' and the First Point of Beginning; thence S 88°06'06" W, 416.41 feet to the First Point of Ending;

And, commencing at said Point 'A'; thence S 01°52'32" E, 474.35 feet to the Second Point of Beginning; thence S 88°06'06" W, 41.48 feet to Point 'B'; thence continuing S 88°06'06" W, 225.52 feet to the Second Point of Ending;

And, from said Point B; thence N 01°53'54" W, 65.00 feet to Point C; thence continuing N 01°53'54" W, 30.00 feet to the Third Point of Ending;

And, from said Point C; thence N 88°06'06" E, 15.00 feet to the Fourth Point of Ending.

See Attached Water Main Easement Sketch

FISCAL CONSIDERATION

None

ATTACHMENTS

1. Grant of Easement - Schoolcraft Main Campus

APPROVED BY



Paul Bernier, City Attorney

Date: February 08, 2021



Maureen Miller Brosnan, Mayor

Date: February 18, 2021

GRANT OF EASEMENT
Tax I.D. No. 46-027-99-0001-003
Schoolcraft College Main Campus
18600 Schoolcraft Road
Livonia, Michigan 48150

GRANT OF EASEMENT

THIS INDENTURE, made this _____ day of _____, 20____, between Schoolcraft College, 18600 Haggerty Road, Livonia, Michigan 48152, a public corporation and political subdivision of the State of Michigan (Grantor) whose street number and post office address is 18600 Haggerty Road, Livonia, Michigan 48152, and the CITY OF LIVONIA, a Michigan municipal corporation (Grantee), whose street number and post office address is 33000 Civic Center Drive, Livonia, Michigan, 48154.

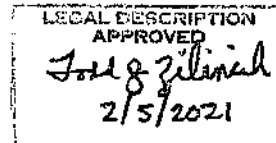
WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) paid by the Grantee, the receipt of which is hereby confessed and acknowledged, does by these presents grant unto Grantee, its successors and assigns an easement for the purpose of installing and maintaining a water main, 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:

PARCEL ID: 46-027-99-0001-003

PROPERTY ADDRESS: 18600 Haggerty Road

EASEMENT DESCRIPTION:



20-Foot Wide Water Main Easement – Schoolcraft College Main Campus

A 20-foot wide strip of land located in the Northwest ¼ of Section 7, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, whose centerline is described as:

Commencing at the Northwest corner of said Section 7; thence S 01°56'42" E, 633.00 feet along the West line of said Section 7; thence N 88°03'18" E, 780.54 feet; thence S 01°59'22" E, 50.02 feet; thence N 88°03'18" E, 838.02 feet; thence S 01°52'32" E, 217.18 feet to the Point 'A' and the First Point of Beginning; thence S 88°06'06" W, 416.41 feet to the First Point of Ending;

And, commencing at said Point 'A'; thence S 01°52'32" E, 474.35 feet to the Second Point of Beginning; thence S 88°06'06" W, 41.48 feet to Point 'B'; thence continuing S 88°06'06" W, 225.52 feet to the Second Point of Ending;

And, from said Point B; thence N 01°53'54" W, 65.00 feet to Point C; thence continuing N 01°53'54" W, 30.00 feet to the Third Point of Ending;

And, from said Point C; thence N 88°06'06" E, 15.00 feet to the Fourth Point of Ending.

See Attached Water Main Easement Sketch

Including the right of access for the Grantee to go over and upon that part of said piece of land of the Grantor, for the purpose of installing, repairing and maintaining said water main of the Grantee providing that the granting of the above easement does not vest in the Grantee 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 Grantee, its successors and assigns, shall maintain said public utility. Any restoration of property by the Grantee necessitated by water main installation, repair and maintenance shall be limited to backfilling the excavation and establishment of grass. It shall exclude all

other improvements such as paved surfaces, corresponding sub-base materials, plants, trees, flower beds, electrical lines and lights, boulders and any other miscellaneous items located within the water main easement.

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

IT WITNESS WHEREOF, the said Grantor has executed this Easement and Dedication the day and year above written.

GRANTOR:

Schoolcraft College
a public corporation and political subdivision
of the State of Michigan

By: Glenn Cerny
Glenn Cerny, Ed.D
Its: Vice President and Chief Financial Officer

GRANT OF EASEMENT

STATE OF MICHIGAN)
COUNTY OF Wayne) SS

On this 4th day of November, 2019, before me personally appeared Glenn Cerny, Ed.D to me personally known, who being by me sworn, did each for himself say that they are respectively the Vice President and Chief Financial Officer of Schoolcraft College , a public corporation and political subdivision of the State of Michigan named in and which executed the within instrument and the said instrument was signed and sealed in behalf of said public corporation by authority of its board of trustees; and said Glenn Cerny, Ed.D acknowledged said instrument to be the free act and deed of said public corporation and political subdivision of the State of Michigan.

JANINE R. GILLOW
Notary Public, State of Michigan
County of Wayne
My Commission Expires Oct. 03, 2022
Acting in the County of Wayne

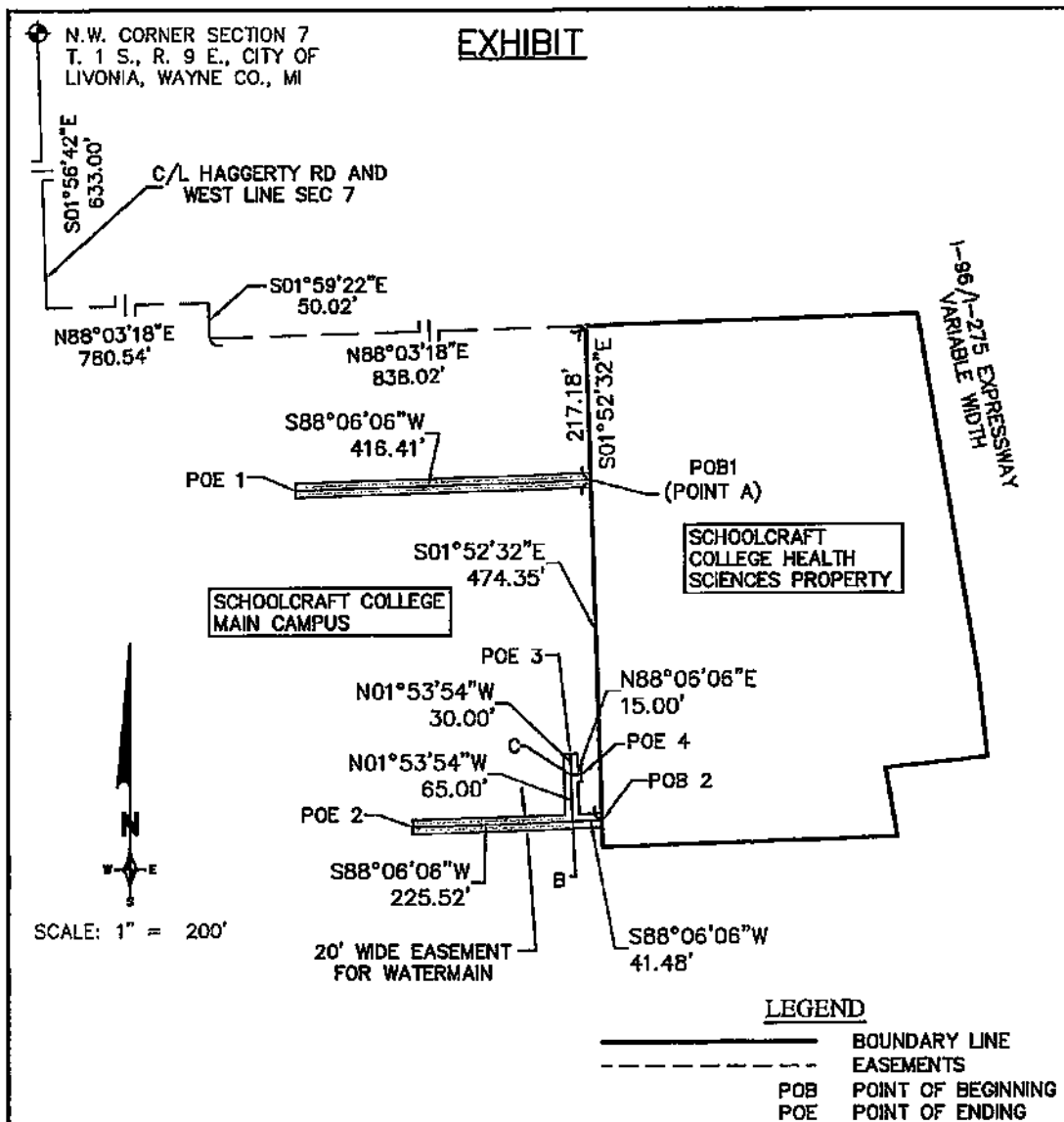
Janine R. Gillow
Notary Public acting in and for the
County of Wayne, Michigan
My Commission expires: 10-3-22

Prepared by: Todd J. Zilincik, P.E.
City Engineer
Engineering Division
33000 Civic Center Drive
Livonia, Michigan 48154

Approved as to form:
DEPARTMENT OF LAW

Dated: _____

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



LEGAL DESCRIPTION

A 20 FOOT WIDE STRIP OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 7, TOWN 1 SOUTH, RANGE 9 EAST CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, WHOSE CENTERLINE IS DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7; THENCE S01°56'42"E, 633.00 FEET ALONG THE WEST LINE OF SAID SECTION 7; THENCE N88°03'18"E, 780.54 FEET; THENCE S01°59'22"E, 50.02 FEET; THENCE N88°03'18"E, 838.02 FEET; THENCE S01°52'32"E, 217.18 FEET TO POINT A AND THE FIRST POINT OF BEGINNING; THENCE S88°06'06"W, 416.41 FEET TO THE FIRST POINT OF ENDING;

AND, COMMENCING AT SAID POINT A; THENCE S01°52'32"E, 474.35 FEET TO THE SECOND POINT OF BEGINNING; THENCE S88°06'06"W, 41.48 FEET TO POINT B; THENCE CONTINUING S88°06'06"W, 225.52 FEET TO THE SECOND POINT OF ENDING;

AND, FROM SAID POINT B; THENCE N01°53'54"W, 65.00 FEET TO POINT C; THENCE CONTINUING N01°53'54"W, 30.00 FEET TO THE THIRD POINT OF ENDING;

AND, FROM SAID POINT C; THENCE N88°06'06"E, 15.00 FEET TO THE FOURTH POINT OF ENDING.

REVISIONS			20' WIDE WATERMAIN EASEMENT SC HEALTH SCIENCES LIVONIA, MICHIGAN		DATE		SCALE HOR: 1" = 200'	
ITEM	DATE	BY			9-11-19		FIELD BOOK NO. 1164	
REVISE PER REVIEW	10-16-19	PJB	ZEIMET WOZNAK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com		DESIGNED BY		JOB NO.	
					JJW		18152	
					DRAWN BY		SHEET NO.	
					WJA		1/1	
							© COPYRIGHT 2019	



REPORT TO THE LIVONIA CITY COUNCIL

Law
February 8, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Brenda Smyser, Program Supervisor

AGENDA ITEM

ACCEPTANCE OF GRANT OF EASEMENT: Department of Law, re: secured without monetary consideration from Schoolcraft College (Health Sciences Property) for public utility easement in connection with the water main constructed at 18600 Haggerty Road in the Northwest 1/4 of Section 7. Parcel ID 46-027-99-0001-003.

BACKGROUND

Acceptance of Grant of Easement, secured without monetary consideration, from Schoolcraft College, for public utility easement in the Northwest 1/4 of Section 7, in connection with the water main constructed at 18600 Haggerty Road.

RECOMMENDATION

Approval of Grant of Easement from Schoolcraft College, executed by Glenn Cerny, Ed.D, Its Vice President and Chief Financial Officer, for a public utility easement in connection with the construction of a water main constructed at 18600 Haggerty Road, in the Northwest 1/4 of Section 7, more particularly described as:

20-Foot Wide Water Main Easement – Schoolcraft College Health Sciences Property

A centerline description of a 20-foot wide water main easement located in the Northwest ¼ of Section 7, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, whose centerline is described as:

Commencing at the Northwest corner of said Section 7; thence S 01°56'42" E, 633.00 feet along the West line of said Section 7; thence N 88°03'18" E, 780.54 feet; thence S 01°59'22" E, 50.02 feet; thence N 88°03'18" E, 838.02 feet; thence S 01°52'32" E, 217.18 feet to the Point of Beginning; thence along said easement centerline N 88°06'06" E, 165.01 feet; thence N 43°06'06" E, 18.21 feet to Point 'A'; thence S 46°53'54" E, 27.87 feet to a Point of Ending; thence from said Point 'A' N 43°06'06" E, 3.00 feet; thence N 01°53'54" W, 150.00 feet; thence N 43°06'06" E, 21.21 feet; thence N 88°06'06" E, 215.83 feet; thence S 50°39'27" E, 15.40 feet; thence S 07°51'45" E, 149.79 feet to Point 'B'; thence N. 82°08'15" E. 31.35 feet to a Point of Ending; thence from said Point 'B' S 07°51'45" E, 125.41 feet; thence S 01°53'54" E. 194.14 feet; thence S. 43°06'06" W. 35.36 feet; thence S. 88°06'06" W, 59.50 feet to Point 'C'; thence N 01°53'54" W, 30.50 feet to a Point of Ending; thence from said Point 'C' S 88°06'06" W, 302.50 feet; thence S 43°06'06" W, 14.14 feet, thence S 01°53'54" E, 131.35 feet; thence S 43°06'06" W, 14.14 feet; thence S 88°06'06" W, 44.20 feet to the Point of Ending of said easement centerline.

See Attached Water Main Easement Sketch

FISCAL CONSIDERATION

None

ATTACHMENTS

1. Grant of Easement - Schoolcraft Health Sciences

APPROVED BY



Paul Bernier, City Attorney

Date: February 08, 2021



Maureen Miller Brosnan, Mayor

Date: February 18, 2021

GRANT OF EASEMENT

Tax I.D. No. 46-027-99-0001-003
Schoolcraft College Health Sciences Property
18600 Schoolcraft Road
Livonia, Michigan 48150

GRANT OF EASEMENT

THIS INDENTURE, made this _____ day of _____, 20____, between Schoolcraft College, 18600 Haggerty Road, Livonia, Michigan 48152, a public corporation and political subdivision of the State of Michigan (Grantor) whose street number and post office address is 18600 Haggerty Road, Livonia, Michigan 48152, and the CITY OF LIVONIA, a Michigan municipal corporation (Grantee), whose street number and post office address is 33000 Civic Center Drive, Livonia, Michigan, 48154.

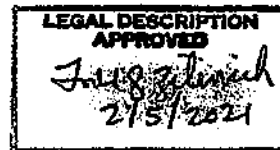
WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) paid by the Grantee, the receipt of which is hereby confessed and acknowledged, does by these presents grant unto Grantee, its successors and assigns an easement for the purpose of installing and maintaining a water main, 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:

PARCEL ID: 46-027-99-0001-003

PROPERTY ADDRESS: 18600 Haggerty Road

EASEMENT DESCRIPTION:



20-Foot Wide Water Main Easement – Schoolcraft College Health Sciences Property

A centerline description of a 20-foot wide water main easement located in the Northwest ¼ of Section 7, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, whose centerline is described as:

Commencing at the Northwest corner of said Section 7; thence S 01°56'42" E, 633.00 feet along the West line of said Section 7; thence N 88°03'18" E, 780.54 feet; thence S 01°59'22" E, 50.02 feet; thence N 88°03'18" E, 838.02 feet; thence S 01°52'32" E, 217.18 feet to the Point of Beginning; thence along said easement centerline N 88°06'06" E, 165.01 feet; thence N 43°06'06" E, 18.21 feet to Point 'A'; thence S 46°53'54" E, 27.87 feet to a Point of Ending; thence from said Point 'A' N 43°06'06" E, 3.00 feet; thence N 01°53'54" W, 150.00 feet; thence N 43°06'06" E, 21.21 feet; thence N 88°06'06" E, 215.83 feet; thence S 50°39'27" E, 15.40 feet; thence S 07°51'45" E, 149.79 feet to Point 'B'; thence N. 82°08'15" E. 31.35 feet to a Point of Ending; thence from said Point 'B' S 07°51'45" E, 125.41 feet; thence S 01°53'54" E. 194.14 feet; thence S. 43°06'06" W. 35.36 feet; thence S. 88°06'06" W, 59.50 feet to Point 'C'; thence N 01°53'54" W, 30.50 feet to a Point of Ending; thence from said Point 'C' S 88°06'06" W, 302.50 feet; thence S 43°06'06" W, 14.14 feet, thence S 01°53'54" E, 131.35 feet; thence S 43°06'06" W, 14.14 feet; thence S 88°06'06" W, 44.20 feet to the Point of Ending of said easement centerline.

See Attached Water Main Easement Sketch

Including the right of access for the Grantee to go over and upon that part of said piece of land of the Grantor, for the purpose of installing, repairing and maintaining said water main of the Grantee providing that the granting of the above easement does not vest in the Grantee 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 Grantee, its successors and assigns, shall maintain said public utility. Any restoration of property by the Grantee necessitated by water main installation, repair and maintenance shall be limited to backfilling the excavation and establishment of grass. It shall exclude all

other improvements such as paved surfaces, corresponding sub-base materials, plants, trees, flower beds, electrical lines and lights, boulders and any other miscellaneous items located within the water main easement.

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

IT WITNESS WHEREOF, the said Grantor has executed this Easement and Dedication the day and year above written.

GRANTOR:

Schoolcraft College

a public corporation and political subdivision
of the State of Michigan

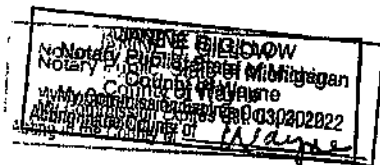
By: Glenn Cerny
Glenn Cerny, Ed.D

Its: Vice President and Chief Financial Officer

GRANT OF EASEMENT

STATE OF MICHIGAN)
COUNTY OF Wayne) SS

On this 4th day of November 2019, before me personally appeared Glenn Cerny, Ed.D to me personally known, who being by me sworn, did each for himself say that they are respectively the Vice President and Chief Financial Officer of Schoolcraft College, a public corporation and political subdivision of the State of Michigan named in and which executed the within instrument and the said instrument was signed and sealed in behalf of said public corporation by authority of its board of trustees; and said Glenn Cerny, Ed.D acknowledged said instrument to be the free act and deed of said public corporation and political subdivision of the State of Michigan.



Joanne R. Gulon

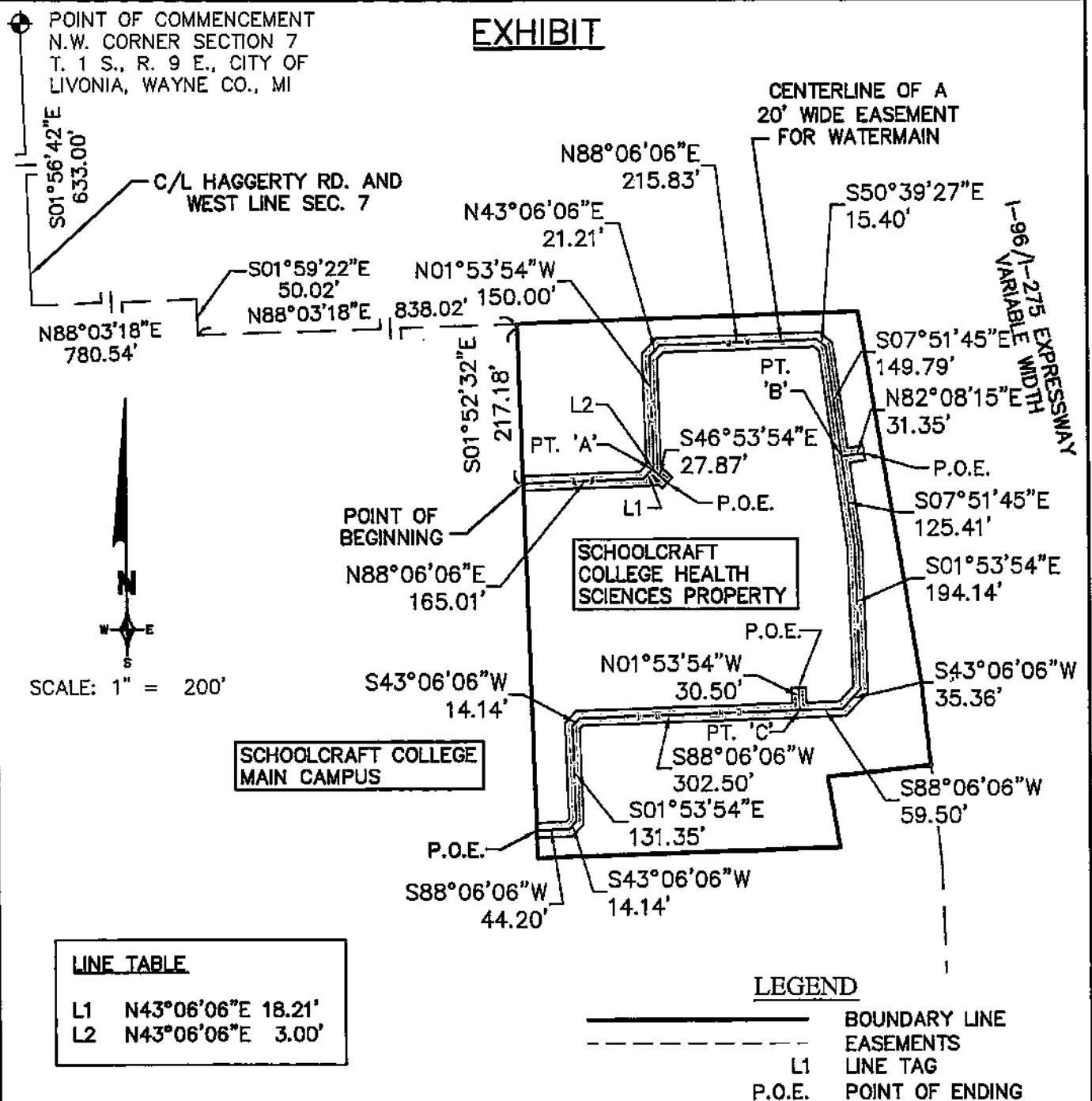
Notary Public acting in and for the
County of Wayne, Michigan
My Commission expires: 10-3-22

Prepared by: Todd J. Zilincik, P.E.
City Engineer
Engineering Division
33000 Civic Center Drive
Livonia, Michigan 48154

Approved as to form:
DEPARTMENT OF LAW

Dated: _____

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



LEGAL DESCRIPTION

A CENTERLINE DESCRIPTION OF A 20 FOOT WIDE WATERMAIN EASEMENT LOCATED IN THE NORTHWEST 1/4 OF SECTION 7, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, WHOSE CENTERLINE IS DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7; THENCE S. 01°56'42" E. 633.00 FEET ALONG THE WEST LINE OF SAID SECTION 7; THENCE N. 88°03'18" E. 780.54 FEET; THENCE S. 01°59'22" E. 50.02 FEET; THENCE N. 88°03'18" E. 838.02 FEET; THENCE S. 01°52'32" E. 217.18 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID EASEMENT CENTERLINE N. 88°06'06" E. 165.01 FEET; THENCE N. 43°06'06" E. 18.21 FEET TO POINT 'A'; THENCE S. 46°53'54" E. 27.87 FEET TO A POINT OF ENDING; THENCE FROM SAID POINT 'A' N. 43°06'06" E. 3.00 FEET; THENCE N. 01°53'54" W. 150.00 FEET; THENCE N. 43°06'06" E. 21.21 FEET; THENCE N. 88°06'06" E. 215.83 FEET; THENCE S. 50°39'27" E. 15.40 FEET; THENCE S. 07°51'45" E. 149.79 FEET TO POINT 'B'; THENCE N. 82°08'15" E. 31.35 FEET TO A POINT OF ENDING; THENCE FROM SAID POINT 'B' S. 07°51'45" E. 125.41 FEET; THENCE S. 01°53'54" E. 194.14 FEET; THENCE S. 43°06'06" W. 35.36 FEET; THENCE S. 88°06'06" W. 59.50 FEET TO POINT 'C'; THENCE N. 01°53'54" W. 30.50 FEET TO A POINT OF ENDING; THENCE FROM SAID POINT 'C' S. 88°06'06" W. 302.50 FEET; THENCE S. 43°06'06" W. 14.14 FEET, THENCE S. 01°53'54" E. 131.35 FEET; THENCE S. 43°06'06" W. 14.14 FEET; THENCE S. 88°06'06" W. 44.20 FEET TO THE POINT OF ENDING OF SAID EASEMENT CENTERLINE.

REVISIONS			20' WIDE WATERMAIN EASEMENT SC HEALTH SCIENCES LIVONIA, MICHIGAN		DATE	SCALE HOR: 1" = 200'
ITEM	DATE	BY			9-11-19	FIELD BOOK NO. 1164
UPDATE PER REVIEW	10-16-19	PTG				
UPDATE PER REVIEW	10-21-19	PTG				
UPDATE ESMT.	2-4-21	PTG				
					DESIGNED BY	JOB NO.
					JJW	18152
					DRAWN BY	SHEET NO.
					WJA	1/1

ZEIMET WOZNIAK
& ASSOCIATES
Civil Engineers & Land Surveyors
55800 GRAND RIVER AVE, SUITE 100
NEW HUDSON, MICHIGAN 48165
P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

© COPYRIGHT 2019