

OFFICE OF THE COUNCIL

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SCOTT BAHR
VICE PRESIDENT

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JIM JOLLY
BRANDON McCULLOUGH
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CATHY K. WHITE



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citycouncil@livonia.gov

OFFICE OF THE COUNCIL

**ELECTRONIC AGENDA PACKET FOR
THE REGULAR MEETING OF
MONDAY, MARCH 22, 2021
7:00 P.M.**

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(734) 466-2250**

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

AGENDA

1917th Regular Meeting of the Council of the City of Livonia Monday, March 22, 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 1916th Regular Meeting of March 8, 2021.

AUDIENCE COMMUNICATION

REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS

CONSENT AGENDA

1. [REQUEST TO EXTEND WAIVER USE APPROVAL TO NEW OWNER: Richard George for Hussein Zein of Zag Motors, re: Petition 2013-08-02-19, to operate a used auto dealership \(Lang Auto Sales\) with outdoor display of vehicles, located on the south side of Plymouth Road between Merriman Road and Milburn Avenue \(30805 and 30835 Plymouth Road\) in the Northwest 1/4 of Section 35. \(CR 24-15\)](#)
2. [REQUEST FOR AUTHORIZATION TO PURCHASE TWELVE MARKED/SEMI-MARKED PATROL VEHICLES AND UNMARKED POLICE VEHICLES UTILIZING STATE OF MICHIGAN AND MACOMB CONSORTIUM BID PRICING: Division of Police, re: from budgeted funds.](#)
3. [REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE FROM SOLE SOURCE PROVIDER: Division of Police, re: to upgrade the Viper 911 Intrado System, from budgeted funds.](#)
4. [AWARD OF BID: Department of Parks and Recreation, re: for the construction of outfield fencing at four ball diamonds located at Bicentennial Park, from budgeted funds.](#)
5. [AWARD OF BID: Department of Parks and Recreation, re: removal and replacement of lap pool decking, gutters and drains, from budgeted funds.](#)
6. [AWARD OF CONTRACT: Department of Parks and Recreation, re: Greenmead Master Plan.](#)

Agenda for the Regular Meeting of March 22, 2021

7. [REQUEST TO APPROVE ALLIANCE OF ROUGE COMMUNITIES \(ARC\) ANNUAL ASSESSMENT FOR 2021: Public Service Division, re: in the amount of \\$36,296.00 from budgeted funds.](#)
8. [REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND APPROVE PROPOSED 2021 SIDEWALK REPAIR PROGRAM BY EXTENDING CONTRACT 20-G UNIT PRICES WITH JOE ROTONDO CONSTRUCTION CORPORATION AND REQUEST TO AUTHORIZE APPROPRIATION AND EXPENDITURE TO PRECISION CONCRETE, INC.: Engineering Division, re: for Contract 21-G which includes two target areas, one in Section 18 and the other along Merriman Road from Schoolcraft Road to Five Mile Road along with scattered locations throughout the City. \(CR 36-21\)](#)
9. [VACATING PETITION: Planning Commission, re: Petition 2021-01-03-01 submitted by Anderson, Eckstein & Westrick, Inc., on behalf of Botsford General Hospital, to determine whether or not to vacate an existing public utility easement at 39000 Seven Mile Road, located on the north side of Seven Mile Road between the I-275/96 Expressway and Haggerty Road in the Southwest 1/4 of Section 6.](#)

UNFINISHED BUSINESS - MEETINGS OF THE COMMITTEE

10. [Public Safety, Health & Environment Committee Meeting of 2/24/2021](#)
 - a. [CR 23-21 Subject matter of sustainability in the City at an upcoming Public Safety, Health and Environment Committee meeting for its report and recommendation.](#)
 - b. [CR 42-20 Subject matter of urban environment concerns to the Public Safety, Health and Environment Committee for its report and recommendation.](#)

UNFINISHED BUSINESS

11. [PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED: Department of Law, re: to Sections 010, 011 and 020 of Title 5 of Chapter 42 \(Hotels, Motor Courts, Lodginghouses, Rooming-houses, One-Family Rental Dwellings, Two-Family Rental Dwellings and Multiple-Family Rental Dwellings\), to add subsections definitions of short and long-term rentals. \(CR-67-20\)](#)

[New Data Item 11 - Resident letters regarding short-term rentals in the City](#)

12. [PROPOSED AMENDMENT TO ZONING ORDINANCE NO 543, AS AMENDED, re: Pet. 2020-12-01-07 submitted by Tiseo Architects, Inc., for a change of zoning of portions of the shopping center property at 19043 through 19053 Middlebelt Road and 29475 through 29493 Seven Mile Road, located on the west side of Middlebelt Road between Clarita Avenue and Seven Mile Road in the Northeast 1/4 of Section 11, from C-1 \(Local Business\) and P \(Parking\) to C-2 \(General Business\)](#)
[Public Hearing held on March 1, 2021.](#)
13. [ROLL CALL: 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 \(Connection rates for buildings-Computation guidelines\).](#)
[First Reading given by Jim Jolly on Monday, March 8, 2021.](#)

Agenda for the Regular Meeting of March 22, 2021

14. [ROLL CALL: Proposed Amendment to Zoning Ordinance No. 543, as amended: Department of Law, re: Petition 2020-07-01-03 submitted by Leo Soave Building Company, Inc, for a change of zoning of property located on the south side of Lyndon Avenue between Newburgh and Hix Roads \(37855 Lyndon Avenue\), in the Southeast ¼ of Section 19, from PL \(Public Land\) to R-1 \(One Family Residential\).](#)
[First Reading given by Council Vice President Scott Bahr on Monday, November 16, 2020.](#)
15. [SITE PLAN PETITION: Planning Commission, re: Petition 2020-11-08-06 submitted by Leo Soave Building Company, Inc. to develop a site condominium \(Roma Court\) consisting of thirty-two \(32\) single-family homes on the property located on the south side of Lyndon Avenue between Newburgh and Hix Roads \(37855 Lyndon Avenue, former Webster Elementary School site\) in the Southeast ¼ of Section 19.](#)

[New Data Item 15 - Cross-section view](#)
16. [REQUEST TO EXTEND WAIVER USE APPROVAL TO NEW OWNER: Edmond Leung, re: Petition 2014-10-02-14, submitted by Elite Foot Spa, LLC, to operate a massage establishment on property located on the southeast corner of Plymouth and Stark Roads {34389 Plymouth Road\) in the Northeast 1/4 of Section 33. \(CR 373-14\)](#)
17. [REQUEST TO AMEND COUNCIL RESOLUTION 25-21: Division of Police, re: to approve the revised agreement with ARX, Inc, under the new business name of Altovista, Inc.](#)
18. [AWARD OF CONTRACT: Engineering Division, re: for the 2021-2022 Sidewalk and Pavement Replacement Program - Water Main Breaks - Contract 21-F, for a two \(2\) year contract](#)

[New Data Item 18 - Clarification regarding lowest qualified bidder](#)

NEW BUSINESS

19. [REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Jeffrey A. Horne, P.E., Taylor TSC, State of Michigan, Department of Transportation, re: in conjunction with the I-275 Reconstruction Project, from Will Carleton Road to Six Mile Road. \(CR 302-19\)](#)

AUDIENCE COMMUNICATION

SUSAN M. NASH, CITY CLERK

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**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 8, 2021**

Meeting was called to order via Zoom remote technology at 8:38 p.m. by President Kathleen McIntyre. Present: Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); Cathy White (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

1) REQUEST TO EXTEND WAIVER USE APPROVAL TO NEW OWNER: Richard George for Hussein Zein of Zag Motors, re: Petition 2013-08-02-19, to operate a used auto dealership (Lang Auto Sales) with outdoor display of vehicles, located on the south side of Plymouth Road between Merriman Road and Milburn Avenue (30805 and 30835 Plymouth Road) in the Northwest 1/4 of Section 35. (CR 24-15)

Hussein Zein, Petitioner, presented this request to Council. He stated he is the founder of Zag Motors, it's a used auto group in Washington State that was established in 2005, it's been in business, and I located here in 2019. So, with building business in Washington State in the Seattle area and I located here two years ago, currently I live in Canton, and I've been in the search for a location for imported and luxury vehicles such as Range Rover, Mercedes, Audi, BMW and Tesla. What got my attention was this location is the large indoor showroom for the Tesla market since it's electrical. And the street fits the criteria that we look for for a successful car dealership. And we find it very classy and it does meet what we're looking for as far as area requirements for the type of vehicles we're looking to introduce in the market here.

Richard George stated he has worked in the City since 1969. In my quest to find a qualified person to run the business, because of number one, my age, I need to retire, I have health issues and my special needs son needs more attention. So, in my quest to retire, I was able to work with Hussein here who is in business and sells quality cars and I was hoping with your help we could get him approved and he and I worked out a program where I could liquidate my inventory inside of 30805 Plymouth Road, while he would be able to operate out of 30835 Plymouth Road which is the building in front and then for one year I would do a going out of business sale. And then in January or February of next year, 2022, I would hand the building over to him and we would relinquish our license with the City of Livonia. So that's our plan, we're hoping you'll look favorably upon it.

Councilmember Jolly asked through the Chair to Mr. Taormina, that he's looking at Google Maps here and trying to figure out what this property is and what the status is and what we're talking about here.

Taormina replied this is the American Steel Motorcycle and before that it was a grocery market, going way, way back. And this petition when it was filed in 2013, approved in either January or February of 2014, there were limitations. It was originally called Lang Autos and the conditions put on by Council included a limit of thirty-one vehicles on the site. There could be repair services conducted within the building but those would be limited to vehicles that were being offered for sale, so it was not to be a repair shop open to the public. There were other special requirements in terms of setbacks from the road as far as the display vehicles. The building that Richard is referring to is where they would temporarily operate out of until the transition is complete. That was actually I believe an Eco Wheels was the name of the company that was running out of there at the time it was approved. So it was approved in 2014 and then in 2015 the license was transferred to – there was an extension and the license was transferred over to Rich. Rich has been operating a used car business in conjunction with his motorcycle sales at that facility, not nearly at the capacity that it was originally approved. But the consideration today would I think recognize the right of the new owner if it's approved to go back to the original approval with thirty-one cars for sale and all of the other limitations that were imposed by Council Resolution No. 24-15 and 25-14.

Jolly said the only follow-up he has in looking at Google Maps and the street you provided on Google, it doesn't even look like this is really heavily operated; is that true or am I looking at something that is outdated?

Taormina replied you're probably looking at something that's fairly accurate in terms of it being operated today, it might not be too different. There's not many cars on the site. Much of the service activity and the vehicles for sale, which I mentioned motorcycles and apparel and other accessories are on the inside of the store. In discussing this with Rich he did indicate that he has had vehicles for sale on the lot periodically, but again, not nearly to the capacity that was approved. So he does maintain an active used vehicle dealer's license at this address. We did check the Michigan Department of State Records and that's been the case now for many, many years in fact.

Jolly asked if they check to see if Mr. Zein has the appropriate license before we transfer or is that something that would possibly come later on?

Taormina replied that would come later on. If the waiver is approved, Mr. Zein would have to apply to the Michigan Department of State for a used vehicle dealer license. We review that and approve this in terms of the municipality and zoning items and then they go back to the State.

Councilmember Toy stated she just celebrated her 43rd anniversary in business on Plymouth Road and there's been a lot of changes, a lot of ups and downs. I think we should be thankful that Mr. George, who's operated there since 1969, has found someone to take over that business. That building if you've been past it lately, sits way in the back so it is hard to see and it needs some sprucing up here and there. And perhaps with Mr. Zein coming in, that may happen, because Mr. George has said he has some family responsibilities and some personal things he's got to take care of. So

I would applaud that and I would say let's give this gentleman his waiver use and a chance to put a shot in the arm. This business owner has been there and done a nice business for many years, Richie used to have a party store as well, and he's been a good tax paying citizen for many years and business owner. So I applaud that and I think that I would like to offer an approving resolution to go forward with this waiver in light of the situation as well.

Councilmember Donovic stated that he, too, supports this, he thinks it's a good idea to maybe sort of revitalize this successful business that's been here a long time and you have a really motivated new owner that wants to take it to the next level. I do have a question for Mr. Taormina through the Chair, this building to the north, this smaller building, will also be used in business, but the building to the south, which is the much larger building, that is the one that Mr. Zein will be utilizing and Taormina replied yes.

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Council Office
February 26, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Sara Kasproicz, Council Office Manager

AGENDA ITEM

REQUEST TO EXTEND WAIVER USE APPROVAL TO NEW OWNER: Richard George for Hussein Zein of Zag Motors, re: Petition 2013-08-02-19, to operate a used auto dealership (Lang Auto Sales) with outdoor display of vehicles, located on the south side of Plymouth Road between Merriman Road and Milburn Avenue (30805 and 30835 Plymouth Road) in the Northwest 1/4 of Section 35. (CR 24-15)

BACKGROUND

RECOMMENDATION

Requesting approval to transfer the waiver use approval given by Council Resolution 24-15, in response to Petition 2013-08-02-19 from Richard George for Hussein Zein of Zag Motors, to operate a used auto dealership (Lang Auto Sales) with outdoor display of vehicles, located on the south side of Plymouth Road between Merriman Road and Milburn Avenue (30805 and 30835 Plymouth Road) in the Northwest 1/4 of Section 35.

FISCAL CONSIDERATION

None

ATTACHMENTS

1. Waiver Use Transfer Request (Richard George of Lang Auto Sales to Hussein Zein)
2. S011314 Pet 2013-08-02-19 (Lang Auto Sales) 30805 and 30835 Plymouth Road (CR 24-15)

APPROVED BY

02/26/2021

**Zag Motors
1265 Legacy Ct
Canton, Mi 48187**

To: Livonia City Council
From: Hussein Zein

I am the Founder and Co-owner of a family-owned Auto Group in Washington state called Zag Motors. Zag motors was founded in 2005, by 2010 we became one of the top 5 independent auto dealers in Washington state. By 2012 we outgrew our initial location and expanded to accommodate our growing monthly sales and opened two additional locations. Our current monthly sales range from 240 to 400 unit. To date our success continues.

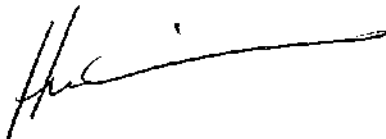
Our focus is to expand into electric vehicles, and we plan to have the largest used Tesla inventory in Michigan with an indoor showroom.

We are devoted to serving our customers and community. Our commitment is to offer the most convenient access to the best quality used vehicles such as Audi, BMW, Mercedes, Range Rover, GM, Ford etc. Our goal is to provide the ultimate buying experience. Our commitment has earned us over seven hundred 4.5 average stars on Google Review. We have excellent relationships with lenders and dealers. Our experience with auctions allows us to purchase a wide variety of lease returns and new car trades at exceptional values. In addition, we offer a full array of financing options to meet our customer's needs.

At Zag Motors we extend our involvement in the community. We support our local officials, law enforcement, fire department and veterans. We also enjoyed sponsoring junior sport teams and being involved with the youth of our community.

As the Founder and Co-Owner of Zag Motors, I wish to bring this experience to Livonia under the trade name Best Bet Auto. Your consideration and approval are highly appreciated. I am available to answer any questions you have or provide any documentation required.

Best Regards,



Hussein Zein

02/26/2021

American Steel Automotive
30805 Plymouth Road
Livonia, MI 48150

To: Livonia City Council
From: Richard George

In February 2015, the City Council granted American Steel approval to operate a used car lot along with my motorcycle business. Six years have now passed and due to heart issues, age, and other health problems, I am hoping to retire and liquidate my holdings. The business and location have been available for sales/lease for the last two years. I have interviewed dozens of used car dealerships which in my opinion have not been suitable for this location.

It would be appreciated if the Council would consider approval of a car dealership called Zag Motors. They have been in business for more than 15 years and sell hundreds of cars a month. This is a company with years of knowledge and experience in the industry. They specialize in the sales of Mercedes, Audi, and BMW. I am personally satisfied, after reviewing his organization, that he is the right fit. Zag Motors and American Steel Motorcycles would be happy to answer any questions with regards to this letter.

We have worked out a transitional plan for the Councils consideration. This transition is over a 12-month period. Zag Motors would initially occupy 30835 Plymouth Road while American Steel would remain at 30805 Plymouth Road. Over a 12-month period American Steel would liquidate its inventory. After the 12 months American Steel will relinquish the license and Zag Motors would occupy the entire parcel.

A handwritten signature in cursive script that reads "Richard George".

Richard George

WAIVERS -

Pet 2013-08-02-19

(Lang Auto Sales)

Approval of request for a one-year extension in connection with approval to operate a used auto dealership (Lang Auto Sales) with outdoor display of vehicles, on property located on the south side of Plymouth Road between Merriman Road and Milburn Avenue (30805 and 30835 Plymouth Road), Section 35. (CR 25-14)

#24-15 RESOLVED, that having considered a communication from City Planning Commission, dated December 18, 2014, requesting a one-year extension of waiver use Petition 2013-08-02-19, previously approved by the City Council in Council Resolution 25-14, to operate a used auto dealership (Lang Auto Sales) with outdoor display of vehicles, on property located on the south side of Plymouth Road between Merriman Road and Milburn Avenue (30805 and 30835 Plymouth Road), in the Northwest 1/4 of Section 35; the Council does hereby grant the requested extension for a one-year period, subject to the following conditions:

1. That the request for an extension of waiver use approval by Richard George, in a letter dated November 20, 2014, is hereby approved for a one-year period;
2. That all conditions imposed by Council Resolution 25-14 in connection with Petition 2013-08-02-19, which permitted the operation of a used auto dealership with outdoor display of vehicles, shall remain in effect to the extent that they are not in conflict with the foregoing condition; and
3. That condition #16 contained in Council Resolution 25-14 in connection with Petition 2013-08-02-19, be amended to reflect that the approval is contingent and becomes effective upon the execution of an agreement by the Petitioner that is satisfactory to the Law Department which provides that the waiver use is granted exclusively to Richard George.

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

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

NAYS: None.

CONSENT AGENDA ITEMS (Regular Meeting of January 21, 2015)

Motion by: Toy
Seconded by: Scheel

ROLL CALL:

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

Nays: None
Absent: None

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 12, 2015**

Meeting was called to order at 8:00 p.m. by President Brosnan. Present: Lynda Scheel, Susan Nash, Brandon Kritzman, Brian Meakin, John Pastor, Laura Toy, and Maureen Miller Brosnan. Absent: None.

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

4. REQUEST FOR A ONE-YEAR EXTENSION OF WAIVER PETITION: Planning Commission, re: Petition 2013-08-02-19, previously approved by the City Council on January 27, 2014, to operate a used auto dealership (Lang Auto Sales) with outdoor display of vehicles, located on the south side of Plymouth Road between Merriman Road and Milburn Avenue (30805 and 30835 Plymouth Road) in the Northwest 1/4 of Section 35. (CR 25-14)

Mark Taormina, Director of Planning and Economic Development, presented the request to Council. This is a request for a one-year extension of the waiver use that was granted back in January, 2013. There were a number of conditions attached to the approval. There was a question at our study session relative to the maintenance operations that could be conducted out of the facility. There was a condition that limited the repair operations to minor repairs only to vehicles that are at the dealership that are on-site and cannot be opened to the general public. I think that answered the question that we had at the previous study meeting. I do not see the petitioner here this evening. There's going to be a second part of this request that will go on to the Council and that will be to transfer the interest of the waiver use from the original petitioner, who is Mr. Lang, to the current owner of the property, who is Mr. George. That is something that is subject to an agreement. That was another condition to the granting of this waiver use that limited the waiver use to Mr. Lang. That will be the Council's determination as to whether or not to allow the transfer in the waiver use. Your consideration this evening is whether or not simply to grant the one year extension of the waiver.

Keith Lang, 23339 Berwick, Canton, Michigan, was present to answer any questions from the Council. He noted that they have put a lot of work and money into the property since he was before the Council last. He did mention that he was diagnosed with cancer and had some surgery and has sold off some of his other businesses to alleviate some stress of operating several businesses. He did indicate that he would like to move forward with this project and would appreciate it if Council would approve an extension of the Waiver Use that was granted previously. He said he would still be involved in the operation of the business; however, he did request that the interest of the waiver use be transferred to the current owner of the property, who is Mr. George.

Toy offered the approving resolution for the Consent Agenda.

DIRECTION:

APPROVING – w/ CONDITION
#16 CHANGED FROM KEITH LANG
TO RICHARD GEORGE

CONSENT

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

Meeting was called to order at 8:00 p.m. by President Brosnan. Present: Laura Toy, Lynda Scheel, Susan Nash, Brandon Kritzman, Brian Meakin, John Pastor, and Maureen Miller Brosnan. Absent: None.

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

16. REQUEST FOR A ONE-YEAR EXTENSION OF WAIVER PETITION: Planning Commission, re: Petition 2013-08-02-19, previously approved by the City Council on January 27, 2014, to operate a used auto dealership (Lang Auto Sales) with outdoor display of vehicles, located on the south side of Plymouth Road between Merriman Road and Milburn Avenue (30805 and 30835 Plymouth Road) in the Northwest 1/4 of Section 35. (CR 25-14)

President Brosnan called for the Petitioner. The Petitioner was not present.

At the direction of the Chair, this item was moved to the next Study Meeting so that the Petitioner may be notified to be present or have a representative present to answer any questions that Council may have.

PLANNING COMMISSION

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

SCOTT BAHR
KATHLEEN McINTYRE
GERALD TAYLOR



JACK KIRKSEY
MAYOR

MARK TAORMINA
PLANNING & ECONOMIC
DEVELOPMENT DIRECTOR

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LIVONIA, MICHIGAN 48154-3097
(734) 466-2290 Fax (734) 458-6007

December 18, 2014

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2013-08-02-19 - Lang Auto Sales

Dear Council Members:

At the 1,065th Public Hearings and Regular Meeting held by the City Planning Commission on December 16, 2014, in the Livonia City Hall, the following resolution was adopted:

#12-69-2014 **RESOLVED**, that the City Planning Commission does hereby recommend to the City Council that the request for a one-year extension of Petition 2013-08-02-19, which previously received waiver use approval by the City Council on January 27, 2014 (Council Resolution #25-14), to operate a used auto dealership (Lang Auto Sales) with outdoor display of vehicles at 30805 and 30835 Plymouth Road, located on the south side of Plymouth Road between Merriman Road and Milburn Avenue in the Northwest 1/4 of Section 35, be approved subject to the following conditions:

1. That the request for an extension of waiver use approval by Richard George, in a letter dated November 20, 2014, is hereby approved for a one-year period; and
2. That all conditions imposed by Council Resolution 25-14 in connection with Petition 2013-08-02-19, which permitted the operation of a used auto dealership with outdoor display of vehicles, shall remain in effect to the extent that they are not in conflict with the foregoing condition.

To: Honorable Members of the Council
Re: Petition 2013-08-02-19 - Lang Auto Sales

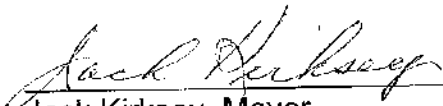
December 18, 2014
Page 2

A roll call vote on the foregoing resolution resulted in the following:

AYES:	McIntyre, Smiley, Bahr, Wilshaw, Morrow
NAYS:	Taylor
ABSTAIN:	None
ABSENT:	None

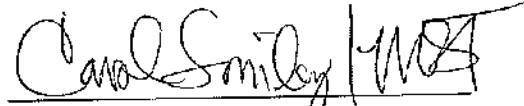
Very truly yours,

APPROVED FOR SUBMISSION



Jack Kirksey, Mayor

CITY PLANNING COMMISSION



Carol Smiley, Secretary

cc: Mayor, Clerk, Law, Inspection
Richard George, 4 Evergreen Properties, 31250 Plymouth Road, Livonia, MI 48150
Keith Lang, Lang Auto Sales, 27777 Ford Road, Garden City, MI 48135

**ADOPTED BY THE LIVONIA CITY COUNCIL AT THE REGULAR MEETING OF
JANUARY 27, 2014**

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

#25-14 RESOLVED, that having considered a communication from the City Planning Commission, dated December 19, 2013, which transmits its resolution number 12-87-2013, adopted on December 17, 2013, with regard to **Petition 2013-08-02-19, submitted by Keith Lang** requesting waiver use approval to operate a used auto dealership (Lang Auto Sales) with outdoor display of vehicles located on the south side of Plymouth Road between Merriman and Milburn Avenue (30805 & 30835 Plymouth Road) in the Northwest ¼ of Section 35, the Council does hereby concur in the recommendation made by the City Planning Commission and Petition 2013-08-02-19 is hereby approved and granted, subject to the following conditions:

1. That the Site Plan, as revised, received by the Office of the City Clerk on January 21, 2014, is hereby approved and shall be adhered to;
2. That the recommendations of the Executive Committee of the Plymouth Road Development Authority (PRDA) shall be resolved to the satisfaction of the appropriate City Departments, including: a) providing an oil and grease separator in the parking lot catch basin if deemed necessary; b) limiting the waiver approval to this Petitioner only; and c) installing additional landscaping along Plymouth Road and the island within the parking lot;
3. That the number of vehicles to be displayed outdoors shall be limited to a total of thirty-one (31) vehicles, and that no vehicle for sale shall be displayed closer than twenty feet (20') from the front lot line (unless waived by the Council in a separate resolution);
4. That except for what may be authorized under the Zoning Ordinance as part of a temporary sales event, any type of exterior advertising related to the sale of the vehicles designed to attract the attention of passing motorists, such as promotional flags or streamers, shall be prohibited;

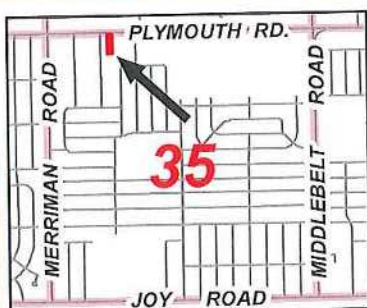
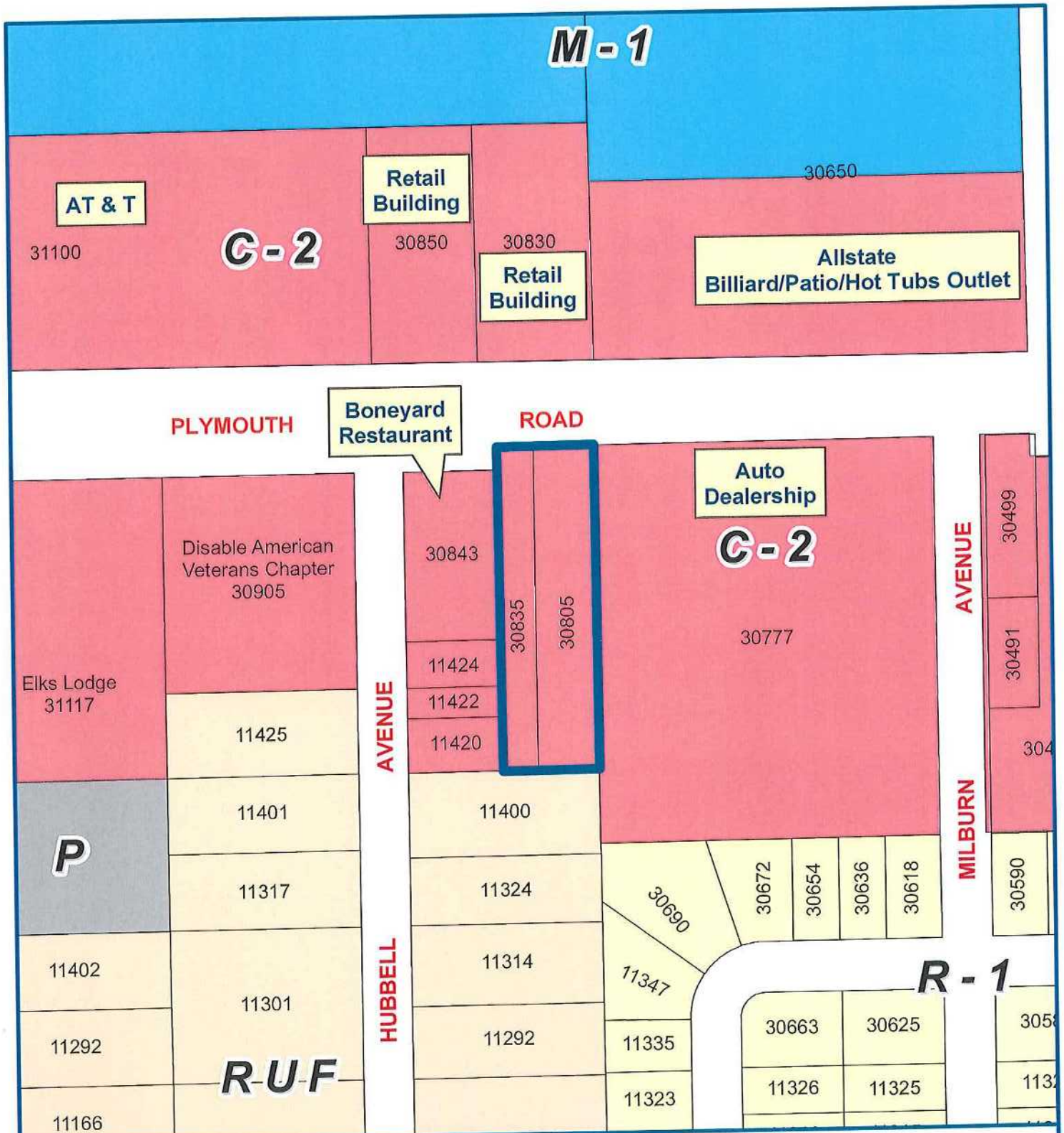
5. That the display of any vehicles on car lifts is strictly prohibited;
6. That there shall be no outdoor storage of auto parts, equipment, scrap material, waste petroleum products, junked, unlicensed or inoperable vehicles, or other similar items in connection with this operation, and the overhead doors, when not in use for vehicles entering or exiting the service facility, shall be closed at all times;
7. That all parking spaces shall be double striped, including the provision of barrier free parking with proper signage, marking and configuration, and all regular customer spaces shall be 10' x 20' in size as required;
8. That the Petitioner shall be allowed a conforming wall sign and the ability to either replace the panels on the existing ground sign or a new conforming ground sign, whichever he elects. Any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals;
9. That no LED lightband or exposed neon shall be permitted on the site including, but not limited to, the building or around the windows;
10. That no overhead speakers shall be used inside or outside the building;
11. That the auto service facility shall consist of up to two (2) bays or work stations, and all service work shall be limited to vehicles that are on display and being sold at this location. The service operations shall not be open to the general public;
12. That only minor repairs and maintenance work on vehicles be conducted at this site, and that repair work shall not include collision repair;
13. That all light poles shall be a maximum of twenty feet (20') high, including the base, and all light fixtures shall be shielded to minimize glare trespassing on adjacent properties and roadways;

14. That per the note on the plan, a minimum five feet (5') high masonry wall shall be built at or near the south property line adjacent to the residential district, and a fence shall be allowed along the remaining portion of the west property line where the site abuts the nonconforming residential use;
15. That the specific plans referenced in this approving resolution shall be submitted to the Inspection Department at the time an occupancy permit is applied for; and
16. The approval is contingent upon the execution of an agreement by the Petitioner that is satisfactory to the Law Department which provides that the waiver use is granted exclusively to Keith Lang.

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

AYES:	Toy, Scheel, Nash, Pastor, and Meakin.
NAYS:	Kritzman and Brosnan.

The President declared the resolution adopted.



Address & Zoning Map

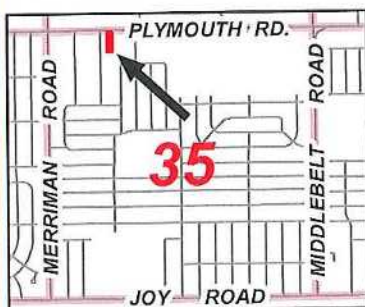
Petition 2013-08-02-19
Lang Auto Sales
30805 & 30835 Plymouth Road
Used Auto Dealership



Not to Scale



City of Livonia
 Planning Department



Aerial Map

Petition 2013-08-02-19
Lang Auto Sales
30805 & 30835 Plymouth Road
Used Auto Dealership

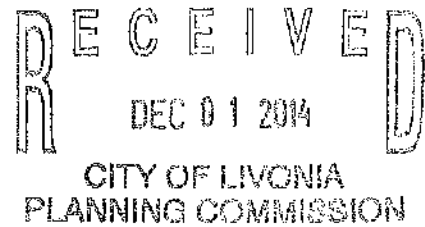


Not to Scale



City of Livonia
 Planning Department

30805 Plymouth rd
Livonia, Mi. 48150



November 20, 2014

To: Livonia City Council *AND PLANNING
COMMISSION*
From: Richard George

My name is Richard George from 30805 Plymouth Rd in Livonia MI., presently the owner of American Steel Motorcycles.

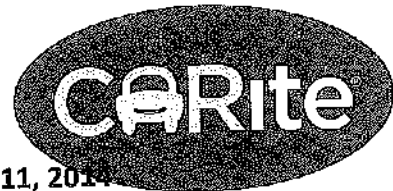
This letter is in regards to resolution number 25-14, which is due to expire on January 27, 2015. I am writing to humbly request an extension and a change in regards to resolution # 25-14.

Mr. Keith Lang was originally my partner in regards to this location. He has gone through a life changing operation where he had problems with cancer. Due to this situation, he has decided to simplify his life and not take on any more responsibility. With that being said, I as his partner, humbly request that you modify the resolution number 25-14 to read "Keith Lang and Richard George". A letter from Mr. Lang is also enclosed.

Thank you for your consideration into this matter.
Sincerely,
Richard George

Richard George

2013-08-02-19



City of Livonia

November 11, 2014

City Council / Planning Committee

RE: Zoning Approval

RECEIVED
DEC 02 2014
CITY OF LIVONIA
PLANNING COMMISSION

Dear Members

At a meeting a several months ago, I (Keith M. Lang) spoke at the council meeting to obtain approval to open a used car lot at the following address:

30805 Plymouth Road, Livonia, MI 48150

Since that meeting, approval was granted to open a CARite used car lot. Unfortunately during the time frame of opening said location, I was diagnosed with some medical issues, three back surgeries as well as kidney cancer. As this being the case, I cannot at this time proceed with the plans to open a CARite dealership at the above location.

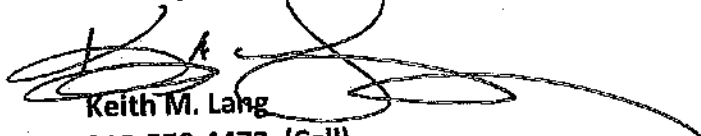
However, in reviewing the approval I believe there was an oversight, I did not see my partner's name on the approval, I only saw Keith Lang, this project was a joint venture, and being such, although I am unable to participate, my partner, Mr. Richard George would like to proceed with a plan to open his own used car lot at the location in his name.

I would hope that the council would extend Mr. George the same courtesy of the zoning approval in his name for the purpose of a used car lot, as you have graciously shown me.

As my health continues to improve, I would like to reserve the right of your consideration to open a CARite in Livonia at a date in the near future.

If you should have any questions regarding the above or need to contact me, I am always available to offer assistance to the Community of Livonia.

Thank you for your consideration,


Keith M. Lang
313-570-4473 (Cell)

734-469-5020 (Office)

734 427 1550
734 427 7006
27777 Ford Road
Garden City, MI 48135

PLANNING COMMISSION STAFF NOTES

MISCELLANEOUS

ITEM 4

Request for a One-Year Extension of Petition 2013-08-02-19 which previously received waiver use approval by the City Council on January 27, 2014 (Council Resolution 25-14), to operate a used auto dealership with outdoor display of vehicles at 30805 & 30835 Plymouth Road, located on the south side of Plymouth Road between Merriman Road and Milburn Avenue in the Northwest ¼ of Section 35.

December 9, 2014 Study Meeting:

The petitioner is requesting a one-year extension of waiver use approval granted in connection with the operation of a used auto dealership with outdoor display of vehicles on property located on the south side of Plymouth Road between Merriman Road and Milburn Avenue. The City of Livonia originally granted approval of all plans on January 27, 2013. In a letter dated November 20, 2014 from Richard George, owner of the property, he explains that due to health reasons, the original petitioner, Mr. Keith Lang, is unable to take on the responsibilities of operating a used auto dealership. Because of this, Mr. George is also seeking authorizing to transfer the waiver use under his name. No other modifications to the original waiver use are proposed. City Council has the sole authority of whether or not to allow the transfer of interest.

Lang Auto Sales was approved for thirty-one (31) display vehicles outside the building. The dealership building, which totals approximately 6,500 square feet, was divided into two (2) main components: 1) The front 2,000 square feet was primarily for retail sales and a showroom; and 2) The remaining back section (approximately 4,500 square feet) was a storage and service area. The plans indicated that the facility would have two (2) work bays. Vehicular access to the service area is by means of an overhead door on the east side of the building.

December 16, 2013 Public Hearing

Approving Resolution: That the request for a one-year extension of Council Resolution 25-14 which permitted the operation of a used auto dealership with outdoor display of vehicles at 30805 & 30835 Plymouth Road and to transfer interest in the waiver use approval from Keith Lang to Richard George is hereby approved, subject to the following conditions:

1. That the request for an extension of waiver use approval by Richard George, in a letter dated November 20, 2014, is hereby approved **for a one-year period;**
2. That all conditions imposed by Council Resolution 25-14 in connection with Petition 2013-08-02-19, which permitted the operation of a used auto dealership with outdoor display of vehicles, shall remain in effect to the extent that they are not in conflict with the foregoing conditions.

UNAPPROVED MINUTES

1

MINUTES OF THE 1,065th PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, December 16, 2014, the City Planning Commission of the City of Livonia held its 1,065th 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:	Scott Bahr	Kathleen McIntyre	R. Lee Morrow
	Carol A. Smiley	Gerald Taylor	Ian Wilshaw

Members absent: None

Mr. Mark Taormina, Planning Director, and 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 2013-08-02-19

LANG AUTO SALES

Ms. Smiley, Secretary, announced the first item on the agenda, Request for a One-Year Extension of Petition 2013-08-02-19 which previously received waiver use approval by the City Council on January 27, 2014 (Council Resolution #25-14), to operate a used auto dealership (Lang Auto Sales) with outdoor display of vehicles at 30805 and 30835 Plymouth Road, located on the south side of Plymouth Road between Merriman Road and Milburn Avenue in the Northwest 1/4 of Section 35.

UNAPPROVED MINUTES

2

- Mr. Taormina: This is a request for a one-year extension of the waiver use that was granted back in January, 2013. There were a number of conditions attached to the approval. There was a question at our study session relative to the maintenance operations that could be conducted out of the facility. There was a condition that limited the repair operations to minor repairs only to vehicles that are at the dealership that are on-site and cannot be opened to the general public. I think that answered the question that we had at the previous study meeting. I do not see the petitioner here this evening. There's going to be a second part of this request that will go on to the Council and that will be to transfer the interest of the waiver use from the original petitioner, who is Mr. Lang, to the current owner of the property, who is Mr. George. That is something that is subject to an agreement. That was another condition to the granting of this waiver use that limited the waiver use to Mr. Lang. That will be the Council's determination as to whether or not to allow the transfer in the waiver use. Your consideration this evening is whether or not simply to grant the one year extension of the waiver. Thank you.
- Mr. Morrow: And the Council will determine if Mr. George is approved to operate the waiver of use?
- Mr. Taormina: Council will be the final approving authority on the extension as well as determining whether or not to transfer interest in the waiver.
- Mr. Morrow: But particularly if they approve of the new ownership.
- Mr. Taormina: That's correct.
- Ms. Smiley: We just want to know if it's okay to extend it. We have nothing to say about who we extend it to.
- Mr. Taormina: That's correct.
- Ms. Smiley: So we could do that without him here. Couldn't we?
- Mr. Morrow: Yes. I'm prepared to move it forward.
- Ms. Smiley: Okay. Thank you.
- Mr. Morrow: Did you want to read the correspondence or just receive and file?
- Mr. Taormina: There was no correspondence on this item.

UNAPPROVED MINUTES

3

Mr. Morrow: Is there anybody in the audience that wishes to speak for or against the granting of this petition? Seeing no one coming forward, a motion would be in order.

On a motion by McIntyre, seconded by Smiley, and adopted, it was

#12-69-2014 **RESOLVED**, that the City Planning Commission does hereby recommend to the City Council that the request for a one-year extension of Petition 2013-08-02-19, which previously received waiver use approval by the City Council on January 27, 2014 (Council Resolution #25-14), to operate a used auto dealership (Lang Auto Sales) with outdoor display of vehicles at 30805 and 30835 Plymouth Road, located on the south side of Plymouth Road between Merriman Road and Milburn Avenue in the Northwest 1/4 of Section 35, be approved subject to the following conditions:

1. That the request for an extension of waiver use approval by Richard George, in a letter dated November 20, 2014, is hereby approved for a one-year period; and
2. That all conditions imposed by Council Resolution 25-14 in connection with Petition 2013-08-02-19, which permitted the operation of a used auto dealership with outdoor display of vehicles, shall remain in effect to the extent that they are not in conflict with the foregoing condition.

Mr. Morrow: Is there any discussion?

Mr. Taylor: Through Mark, was Mr. George asked to be here tonight?

Mr. Taormina: I thought he would be. I don't know why he's not. He was aware of the meeting.

Mr. Taylor: Thank you.

Mr. Morrow: Any other discussion? Seeing none, roll call please.

A roll call vote on the foregoing resolution resulted in the following:

AYES:	McIntyre, Smiley, Bahr, Wilshaw, Morrow
NAYS:	Taylor
ABSTAIN:	None
ABSENT:	None

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

A communication received in the Office of the City Clerk on January 21, 2014, re: revised site plan dated January 20, 2014, for the proposed used auto dealership to be located at 30805 & 30836 Plymouth Road (Lang Auto Sales), was received and placed on file for the information of the Council. (Petition 2013-08-02-19)

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

WAIVERS

Per 2013-08-02-19

(Keith Lang)

Approval of request to operate a used auto dealership (Lang Auto Sales) with outdoor display of vehicles located on the south side of Plymouth Road between Merriman and Milburn Avenue (30805 and 30835 Plymouth Road), Section 35.

#25-14 RESOLVED, that having considered a communication from the City Planning Commission, dated December 19, 2013, which transmits its resolution number 12-87-2013, adopted on December 17, 2013, with regard to Petition 2013-08-02-19, submitted by Keith Lang requesting waiver use approval to operate a used auto dealership (Lang Auto Sales) with outdoor display of vehicles located on the south side of Plymouth Road between Merriman and Milburn Avenue (30805 & 30835 Plymouth Road) in the Northwest ¼ of Section 35, the Council does hereby concur in the recommendation made by the City Planning Commission and Petition 2013-08-02-19 is hereby approved and granted, subject to the following conditions:

1. That the Site Plan, as revised, received by the Office of the City Clerk on January 21, 2014, is hereby approved and shall be adhered to;
2. That the recommendations of the Executive Committee of the Plymouth Road Development Authority (PRDA) shall be resolved to the satisfaction of the appropriate City Departments, including: a) providing an oil and grease separator in the parking lot catch basin if deemed necessary; b) limiting the waiver approval to this Petitioner only; and c) installing additional landscaping along Plymouth Road and the island within the parking lot;
3. That the number of vehicles to be displayed outdoors shall be limited to a total of thirty-one (31) vehicles, and that no vehicle for sale shall be displayed closer than twenty feet (20') from the front lot line (unless waived by the Council in a separate resolution);
4. That except for what may be authorized under the Zoning Ordinance as part of a temporary sales event, any type of exterior advertising related to the sale of the vehicles designed to attract the attention of passing motorists, such as promotional flags or streamers, shall be prohibited;
5. That the display of any vehicles on car lifts is strictly prohibited;

JAN 27 2014

6. That there shall be no outdoor storage of auto parts, equipment, scrap material, waste petroleum products, junked, unlicensed or inoperable vehicles, or other similar items in connection with this operation, and the overhead doors, when not in use for vehicles entering or exiting the service facility, shall be closed at all times;
7. That all parking spaces shall be double striped, including the provision of barrier free parking with proper signage, marking and configuration, and all regular customer spaces shall be 10' x 20' in size as required;
8. That the Petitioner shall be allowed a conforming wall sign and the ability to either replace the panels on the existing ground sign or a new conforming ground sign, whichever he elects. Any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals;
9. That no LED lightband or exposed neon shall be permitted on the site including, but not limited to, the building or around the windows;
10. That no overhead speakers shall be used inside or outside the building;
11. That the auto service facility shall consist of up to two (2) bays or work stations, and all service work shall be limited to vehicles that are on display and being sold at this location. The service operations shall not be open to the general public;
12. That only minor repairs and maintenance work on vehicles be conducted at this site, and that repair work shall not include collision repair;
13. That all light poles shall be a maximum of twenty feet (20') high, including the base, and all light fixtures shall be shielded to minimize glare trespassing on adjacent properties and roadways;
14. That per the note on the plan, a minimum five feet (5') high masonry wall shall be built at or near the south property line adjacent to the residential district, and a fence shall be allowed along the remaining portion of the west property line where the site abuts the nonconforming residential use;
15. That the specific plans referenced in this approving resolution shall be submitted to the Inspection Department at the time an occupancy permit is applied for; and

JAN 27 2014

16. The approval is contingent upon the execution of an agreement by the Petitioner that is satisfactory to the Law Department which provides that the waiver use is granted exclusively to Keith Lang.

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

AYES: Toy, Scheel, Nash, Pastor, and Meakin.

NAYS: Kritzman and Brosnan.

The President declared the resolution adopted.

UNFINISHED BUSINESS AGENDA ITEMS (Regular Meeting of January 27, 2014)

Motion by: Toy
Seconded by: Pastor

ROLL CALL:

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

Nays: Kritzman and Brosnan

Absent: None

JAN 27 2014

2013-08-02-14
Lang Auto Sales

This item has been scheduled as follows:

Study Meeting _____

Regular Meeting 01/27/14

Other None

Copies to _____



SITE / BUILDING DATA

Zoning	General Business
Site Area	12,891 ± Sq. Ft. (1.08 ± res.)

PARKING DATA

LANG AUTO SALES	
EMPLOYEE	5 SPACES
CUSTOMER	10 SPACES
SALES	31 SPACES
SERVICE BAY	2 SPACES
SUBTOTAL	48 SPACES

ECO WHEEL	
EMPLOYEE/CUSTOMER	7 SPACES
SUBTOTAL	7 SPACES

GRAND TOTAL	55 SPACES
-------------	-----------

PARKING LEGEND

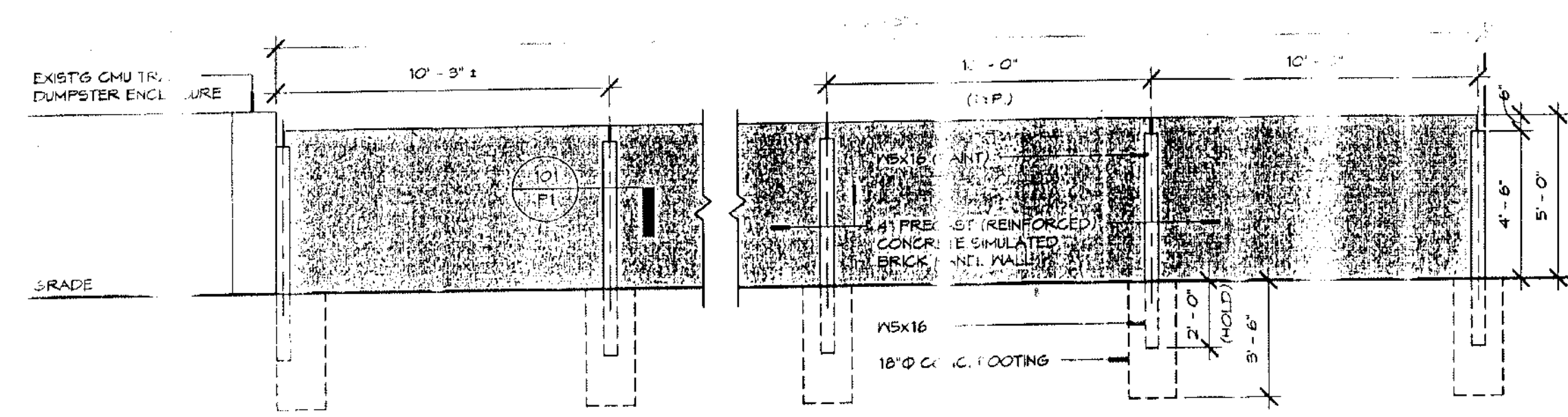
E	= EMPLOYEE PARKING
C	= CUSTOMER PARKING
S	= SALES DISPLAY
B	= SERVICE BAY PARKING

LEGAL DESCRIPTION
30805 & 30835 PLYMOUTH ROAD
THE EAST 72 FEET OF PARCEL 10 OF UNRECORDED PLAT KNOWN AS KNIGHT MONARD ACRES, A CERTAIN PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWN 1 SOUTH, RANGE 8 EAST, LIVINGSTON TOWNSHIP, WAYNE COUNTY, MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 35, WHICH IS SOUTH 24 DEGREES 50 MINUTES 45 SECONDS EAST 117.0 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 35; THENCE DUE SOUTH ON A LINE PARALLEL TO THE WEST LINE OF SAID SECTION 35, 415.0 FEET TO A POINT; THENCE SOUTH 84 DEGREES 50 MINUTES 45 SECONDS EAST 119.14 FEET TO A POINT; THENCE NORTH 0 DEGREES 5 MINUTES 15 SECONDS WEST 415.0 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 35; THENCE ON THE NORTH LINE OF SAID SECTION NORTH 64 DEGREES 50 MINUTES 45 SECONDS WEST 112.81 FEET TO THE PLACE OF BEGINNING.

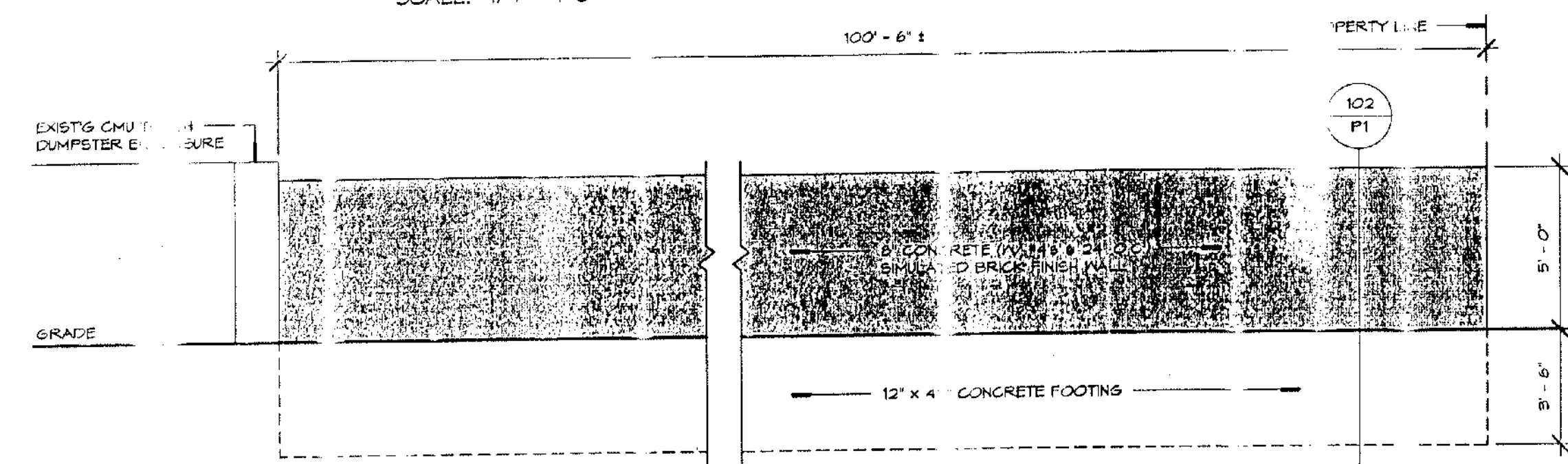
STATE OF MICHIGAN - DEALER # B202785
SITE ADDRESS: 30805 PLYMOUTH ROAD
LIVONIA, MI 48150
PLANS REVIEWED BY: A.G. NYERLY & ASSOCIATES - ARCHITECTS
865 PONTIAC AVENUE
PLYMOUTH, MI 48170-1742
734/455-6765 - P
734/455-7183 - F
RGM@ERSHC@LIVONIA.COM - E



PREP BY	PGM
ED BY	PGM
JOB NO.	14-2968
DATE	JAN 20, 14
CLIENT	SHITING
CART -	KEITH
LAHS	

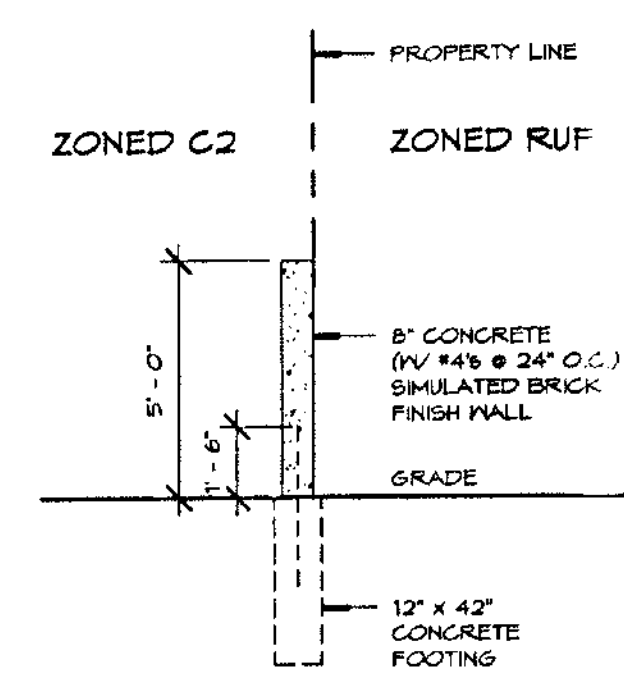


SCREEN WALL ELEVATION - OPTION 1
SCALE: 1/4" = 1'-0"

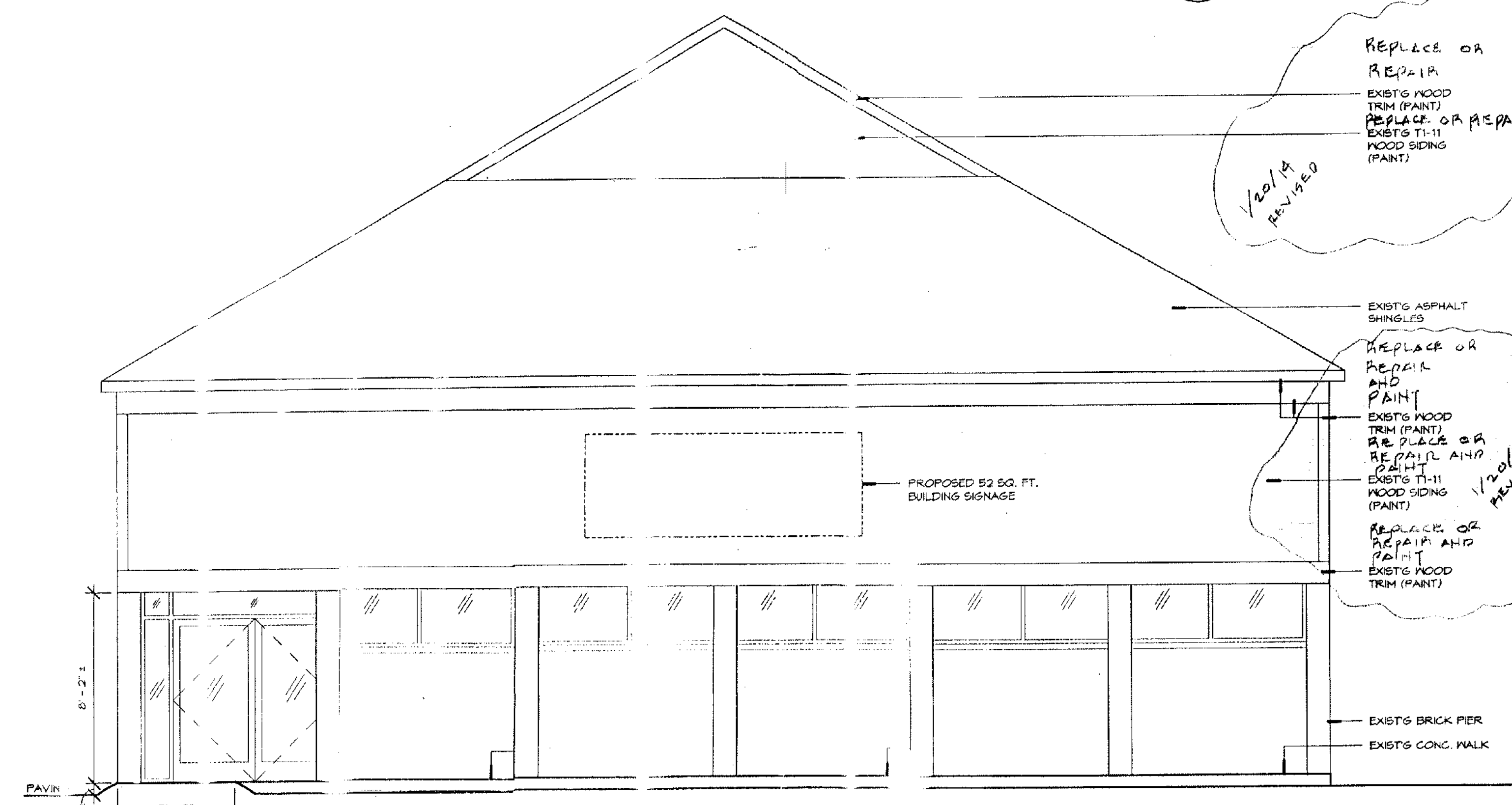
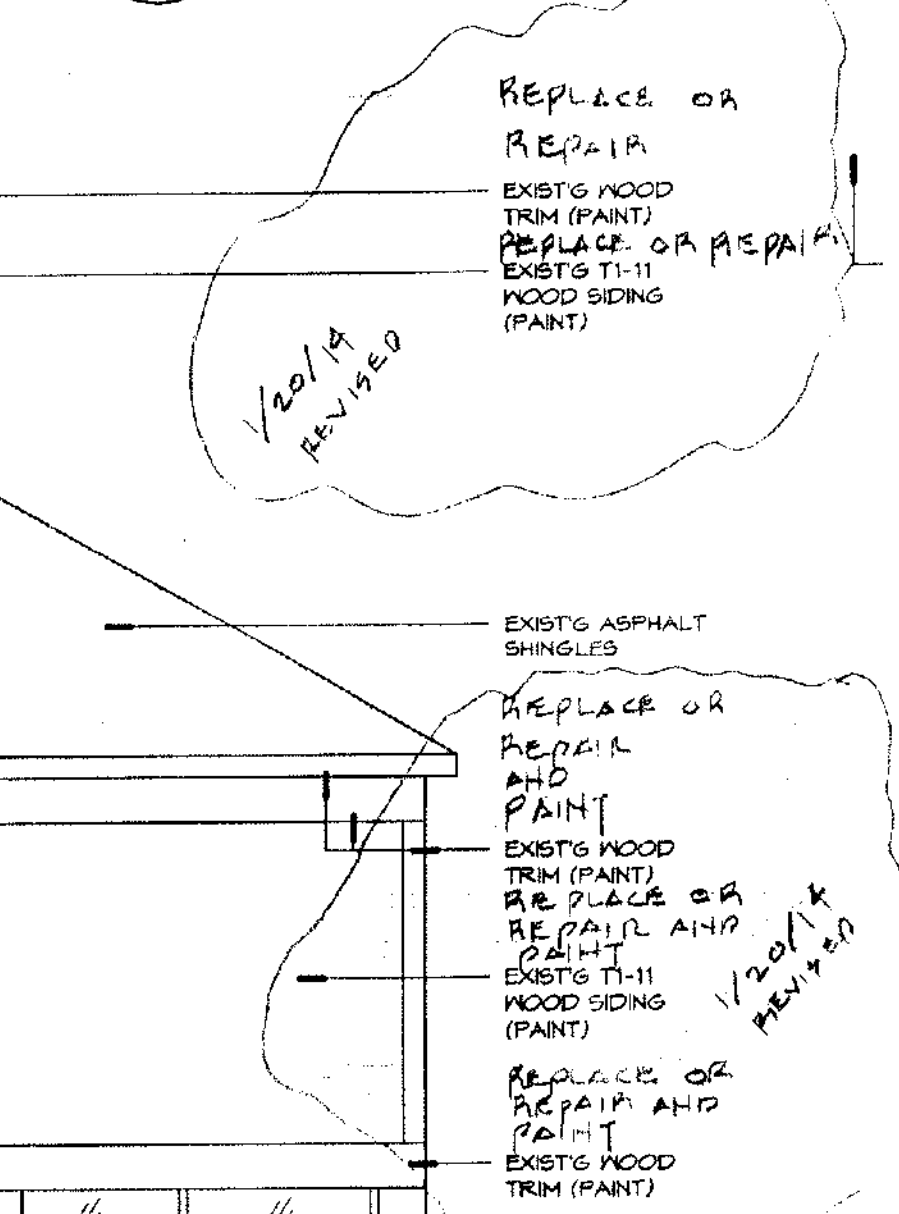


SCREEN WALL ELEVATION - OPTION 2
SCALE: 1/4" = 1'-0"

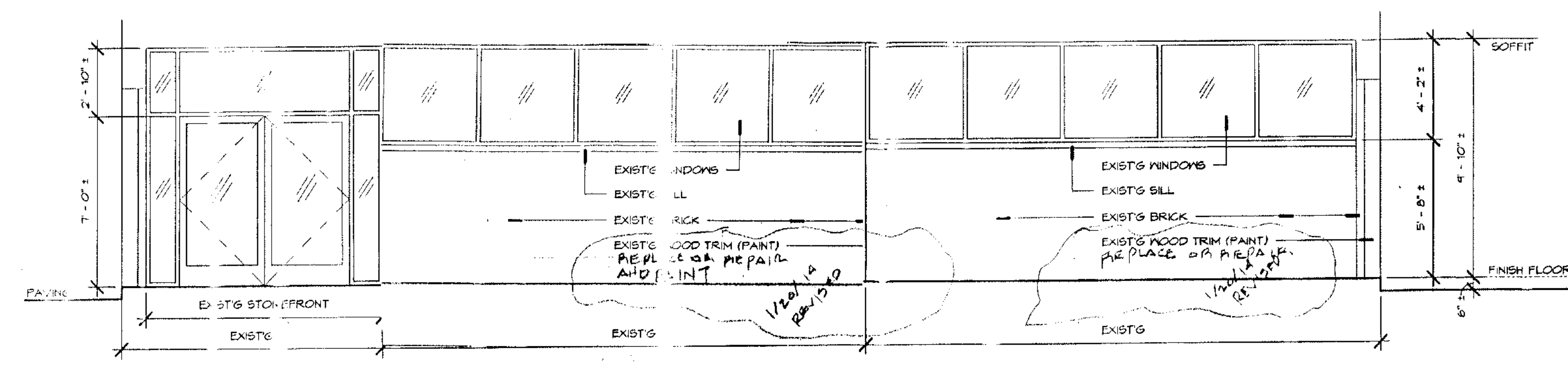
SECTION 101
SCALE: 1 1/2" = 1'-0"



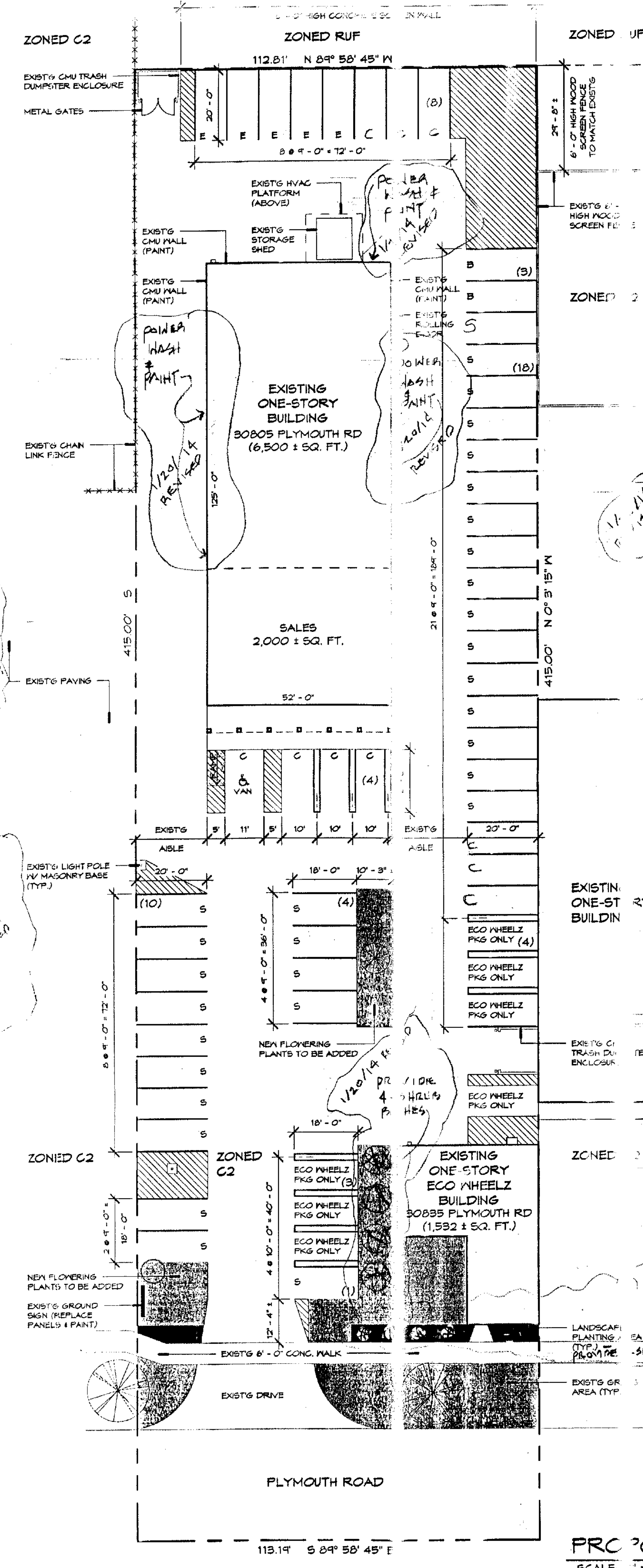
SECTION 102
SCALE: 1/4" = 1'-0"



NORTH ELEVATION
SCALE: 1/4" = 1'-0"



STOREFRONT ELEVATION
SCALE: 1/4" = 1'-0"



PROPOSED SITE PLAN
SCALE: 1" = 20'-0"

NEW DATA FOR
REGULAR MTG
OF 1/27/14





**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 13, 2014**

Meeting was called to order at 8:00 p.m. by President Brosnan. Present: Laura Toy, Lynda Scheel, Susan Nash, Brandon Kritzman, John Pastor, Brian Meakin, and Maureen Miller Brosnan. Absent: None.

Elected and appointed officials present: Todd Zilincik, City Engineer; Mark Taormina, Director of Planning and Economic Development; Don Knapp, City Attorney; Terry Marecki, City Clerk and Jack E. Kirksey, Mayor.

2. **WAIVER PETITION:** Planning Commission, re: Petition 2013-08-02-19 submitted by Keith Lang to operate a used auto dealership (Lang Auto Sales) with outdoor display of vehicles located on the south side of Plymouth Road between Merriman and Milburn Avenue (30805 & 30835 Plymouth Road) in the Northwest 1/4 of Section 35.

Mark Taormina, Director of Planning and Economic Development, presented the request to Council. This is a request to operate a used auto dealership with outdoor display of vehicles on two adjoining parcels, 30805 and 30835 Plymouth Road, which are located on the south side of Plymouth Road between Merriman Road and Milburn Avenue. The combined size of both properties is roughly one acre with 113 feet of frontage on Plymouth Road and a depth of 382 feet. Relative to the existing conditions on the properties, the larger of the two parcels contains a 6,500 square foot commercial building that is currently occupied by American Steel Motorcycle. The other parcel contains a 1,000 square foot commercial building that was most recently occupied by a cellular store. The zoning of both properties is C-2, General Business. This petition is very similar to one that was filed in 2012 under Petition 2012-03-02-05, which was submitted by Julian's Auto Sales. The Planning Commission had recommended approval on that particular item. However, on May 9, 2012, the City Council's motion to approve failed for lack of majority support resulting in the same effect as a denial. Thus, the petition in 2012 for a used car operation never moved forward. The current petition seeks approval for essentially the same use of the property, a used car dealership, but with a different operator. On this map, you can see the rectangular shape of the property. To the north are various commercial uses. Immediately to the east is the Mitsubishi auto dealership, which was formerly Livonia Chrysler. It is also zoned C-2. Immediately to the west of the site is the Bone Yard Restaurant, which is zoned C-2. Lying to the south are various single family properties that are under the RUF zoning category. Under Section 11.03(g) of the Zoning Ordinance, there are a couple of restrictions that apply: (1) that no vehicles shall be parked within twenty feet (20') from the front lot line or at the side lot line adjacent to the street; (2) the total number of vehicles proposed to be displayed or stored is subject to recommendation of the Planning Commission and approved by City Council; and, (3) outdoor storage of disabled,

damaged or unlicensed vehicles is strictly prohibited. The interior of the proposed dealership would be divided into two sections. The front 2,000 square feet would be used primarily for retail sales and a showroom. The showroom would be able to accommodate up to 15 vehicles within the building itself and then the remaining back section, about 4,500 square feet, would serve primarily for storage and as a light service area. The plans originally submitted were to include two work bays but I was informed this evening that there would likely be only one service bay provided at the back portion of the building. Access is provided by an overhead door located on the side of the building. Lang Auto Sales would like to display a total of 31 vehicles outside the building. They would be parked in front of the building and along the west property line. One of those spaces is within the 20 foot setback and thus would require a waiver by the City Council by means of a separate resolution. In terms of parking overall, that is based on the amount of retail sales as one component and the storage and service area as the other. When you add those two together, there is a requirement for eight customer parking spaces. The other building on the site would require seven parking spaces based on the amount of retail sales occurring there. Altogether they would need 15 customer parking spaces. The plan provides for a total of 55 parking spaces. So if they utilize 31 of those spaces for displaying vehicles, 24 spaces are left available for both of the buildings. There is an excess amount of parking available for customers on the site and that should not present a problem. Site lighting is usually an issue related to car dealership operations; however, no additional lighting is proposed for this facility. There are two existing light poles along the eastern edge of the front parking lot. Apparently those are adequate to serve the needs of the petitioner. There is a trash enclosure behind the building. One issue that was discussed at significant length during the previous petition was the protection area along the back of the property where it abuts the residential. There is a five foot high masonry protective wall that would have to be erected along the rear property line between the commercial zoned property and the land zoned for residential. There is a portion of that residential property that is actually zoned for commercial use and in that area they are proposing the continuation of an existing fence. There is residential property located right in the corner in the back of this property and that residential property extends along the rear. They are proposing a masonry wall along the back section of the property, and then as it turns the corner, this parcel actually is zoned for commercial purposes. There is a fence along a portion of the property. They would propose to extend that same fence. They are not proposing any exterior modifications to the building. In terms of signage, they are showing a conforming 52 square foot wall sign. They don't show the details of the sign but they are showing where it will be situated on the face of the building in conformance with the area requirement of the Zoning Ordinance.

Keith Lang, 23339 Berwick, Canton, Michigan, was present to answer any questions from the Council. He added that the vehicles that would be sold would be quality vehicles, not junk vehicles. He said there really won't be much service

at all at this location. He said the majority of service would be done at his other location on Ford Road in Garden City.

Scheel asked Lang about his background in the industry. Lang replied that he had worked for Tennyson Chevrolet for 25 years selling and servicing vehicles. He said when the dealership was bought out he went off on his own. He said he would like to get back on Plymouth Road selling vehicles like he did in the past.

Toy offered the approving resolution for the Regular Agenda.

Kritzman asked Lang if he would be purchasing or leasing the building. Lang replied indicating he would be leasing the building. Kritzman said he would like to see some improvement to the building. Lang said it will be scraped, repaired/replaced as necessary and painted. He invited Council to take a look at his other location on Ford Road. He said it is very clean and professional looking. Kritzman said he would like to see something showing a little more investment in the building.

Pastor suggested to Lang to submit an elevation depicting the enhancements to the building the he described to the Council.

Meakin asked Taormina if this proposal included any signage. Taormina replied that they would just reface the existing conforming wall sign.

Toy pointed out that the Planning Commission recommendation was to approve the waiver use approval limited to this petitioner. She asked the petitioner if the owner would be helping him with the improvements to the building Lang indicated that the owner was willing to help with some of the cost for the improvements.

DIRECTION:

APPROVING

REGULAR

PLANNING COMMISSION

R. LEE MORROW, Chairman
IAN WILSHAW, Vice Chairman
LYNDA L. SCHEEL, Secretary

SCOTT BAHR
CAROL A. SMILEY
GERALD TAYLOR



JACK KIRKSEY
MAYOR

MARK TAORMINA
PLANNING & ECONOMIC
DEVELOPMENT DIRECTOR

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2290 Fax (734) 458-6007

December 19, 2013

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2013-08-02-19 - Lang Auto Sales

Dear Council Members:

At the 1,048th Public Hearings and Regular Meeting held by the City Planning Commission on December 17, 2013, in the Livonia City Hall, the following resolution was unanimously adopted:

#12-87-2013 RESOLVED, that pursuant to a Public Hearing having been held by the City Planning Commission on December 17, 2013, on Petition 2013-08-02-19 submitted by Keith Lang requesting waiver use approval pursuant to Section 11.03(g) of the City of Livonia Zoning Ordinance #543, as amended, to operate a used auto dealership (Lang Auto Sales) with outdoor display of vehicles at 30805 and 30835 Plymouth Road, located on the south side of Plymouth Road between Merriman Road and Milburn Avenue in the Northwest 1/4 of Section 35, which property is zoned C-2, the Planning Commission does hereby recommend to the City Council that Petition 2013-08-02-19 be approved subject to the following conditions:

1. That the Site Plan received by the Planning Commission on August 8, 2013, is hereby approved and shall be adhered to;
2. That the recommendations of the Executive Committee of the Plymouth Road Development Authority (PRDA) shall be resolved to the satisfaction of the appropriate City Departments, including:
 - a) providing an oil and grease separator in the parking lot catch basin if deemed necessary;
 - b) limiting the waiver approval to this Petitioner only; and
 - c) installing additional landscaping along Plymouth Road and the island within the parking lot;

3. That the number of vehicles to be displayed outdoors shall be limited to a total of thirty-one (31) vehicles, and that no vehicle for sale shall be displayed closer than twenty feet (20') from the front lot line (unless waived by the Council in a separate resolution);
4. That except for what may be authorized under the Zoning Ordinance as part of a temporary sales event, any type of exterior advertising related to the sale of the vehicles designed to attract the attention of passing motorists, such as promotional flags or streamers, shall be prohibited;
5. That the display of any vehicles on car lifts is strictly prohibited;
6. That there shall be no outdoor storage of auto parts, equipment, scrap material, waste petroleum products, junked, unlicensed or inoperable vehicles, or other similar items in connection with this operation, and the overhead doors, when not in use for vehicles entering or exiting the service facility, shall be closed at all times;
7. That all parking spaces shall be double striped, including the provision of barrier free parking with proper signage, marking and configuration, and all regular customer spaces shall be 10' x 20' in size as required;
8. That the Petitioner shall be allowed a conforming wall sign and the ability to either replace the panels on the existing ground sign or a new conforming ground sign, whichever he elects. Any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals;
9. That no LED lightband or exposed neon shall be permitted on the site including, but not limited to, the building or around the windows;
10. That no overhead speakers shall be used inside or outside the building;
11. That the auto service facility shall consist of up to two (2) bays or work stations, and all service work shall be limited to vehicles that are on display and being sold at this location. The service operations shall not be open to the general public;
12. That only minor repairs and maintenance work on vehicles be conducted at this site, and that repair work shall not include collision repair;

13. That all light poles shall be a maximum of twenty feet (20') high, including the base, and all light fixtures shall be shielded to minimize glare trespassing on adjacent properties and roadways;
14. That per the note on the plan, a minimum five feet (5') high masonry wall shall be built at or near the south property line adjacent to the residential district, and a fence shall be allowed along the remaining portion of the west property line where the site abuts the nonconforming residential use; and
15. That the specific plans referenced in this approving resolution shall be submitted to the Inspection Department at the time an occupancy permit is applied for.

FURTHER, the Planning Commission recommends the approval of a Conditional Agreement limiting this waiver use to this user only, with the provision to extend this waiver use approval to a new user only upon approval of the new user by the City Council.

Subject to the preceding conditions, this petition is approved for the following reasons:

1. That the proposed use complies with all of the general waiver use standards and requirements as set forth in Section 19.06 of the Zoning Ordinance #543;
2. That the subject site has the capacity to accommodate the proposed use; and
3. That the proposed use is compatible to and in harmony with the surrounding uses in the area.

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

Lynda L. Scheel, Secretary

cc: Mayor, Clerk, Law, Inspection
Richard George, 4 Evergreen Properties, 31250 Plymouth Road. Livonia, MI 48150
Keith Lang. Lang Auto Sales, 27777 Ford Road, Garden City, MI 48135



Notification Map

Petition 2013-08-02-19
Lang Auto Sales
30805 & 30835 Plymouth Road
Used Auto Dealership

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

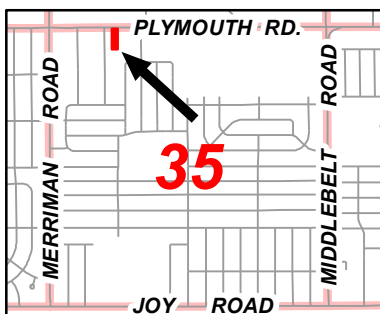
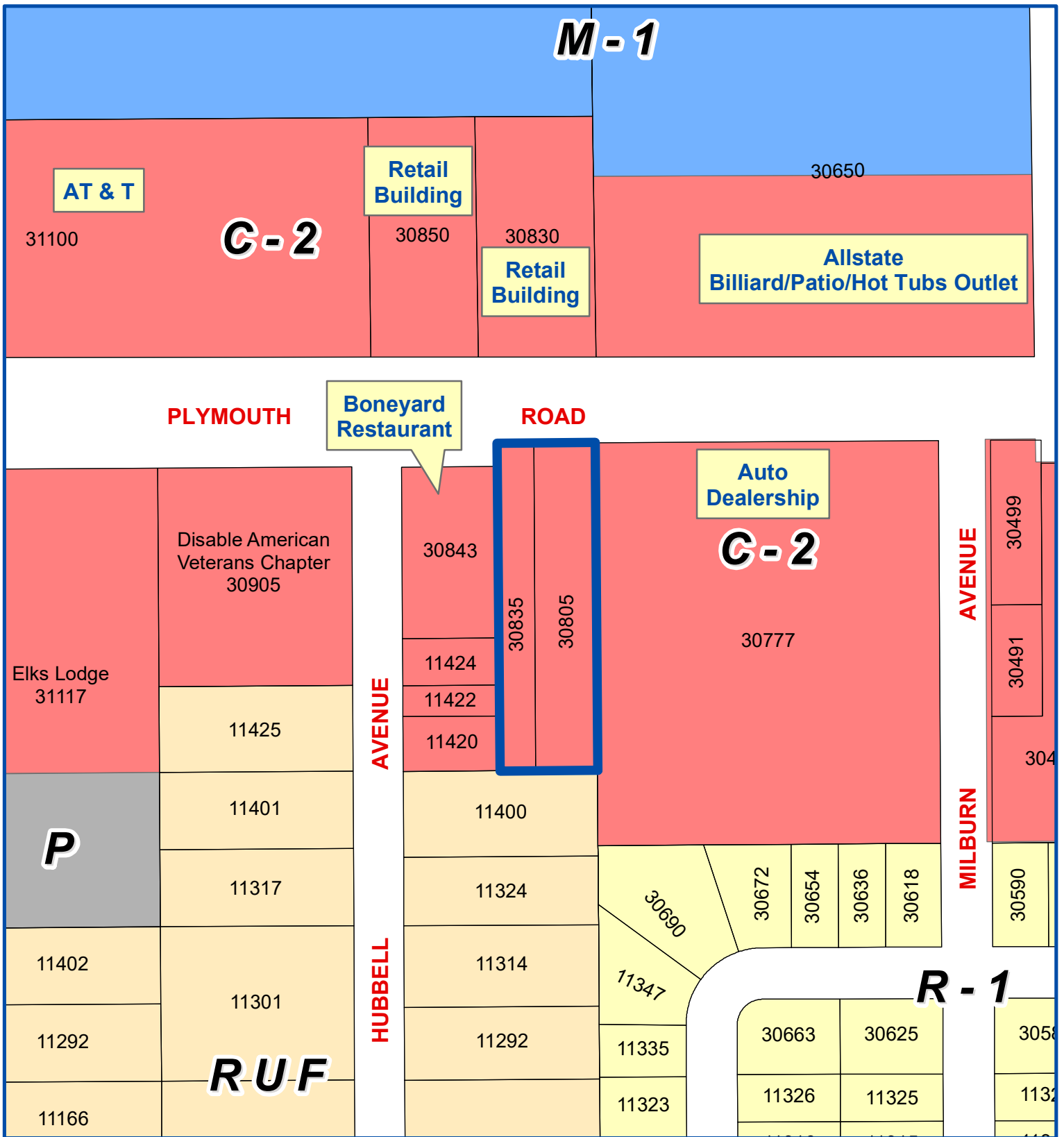
Date of Public Hearing: December 17, 2013



Not to Scale



City of Livonia
 Planning Department



Address & Zoning Map

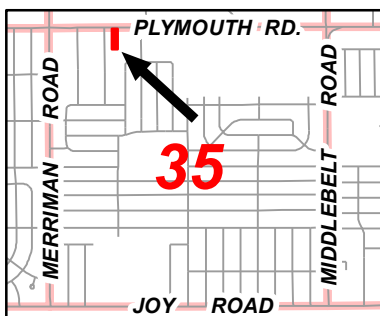
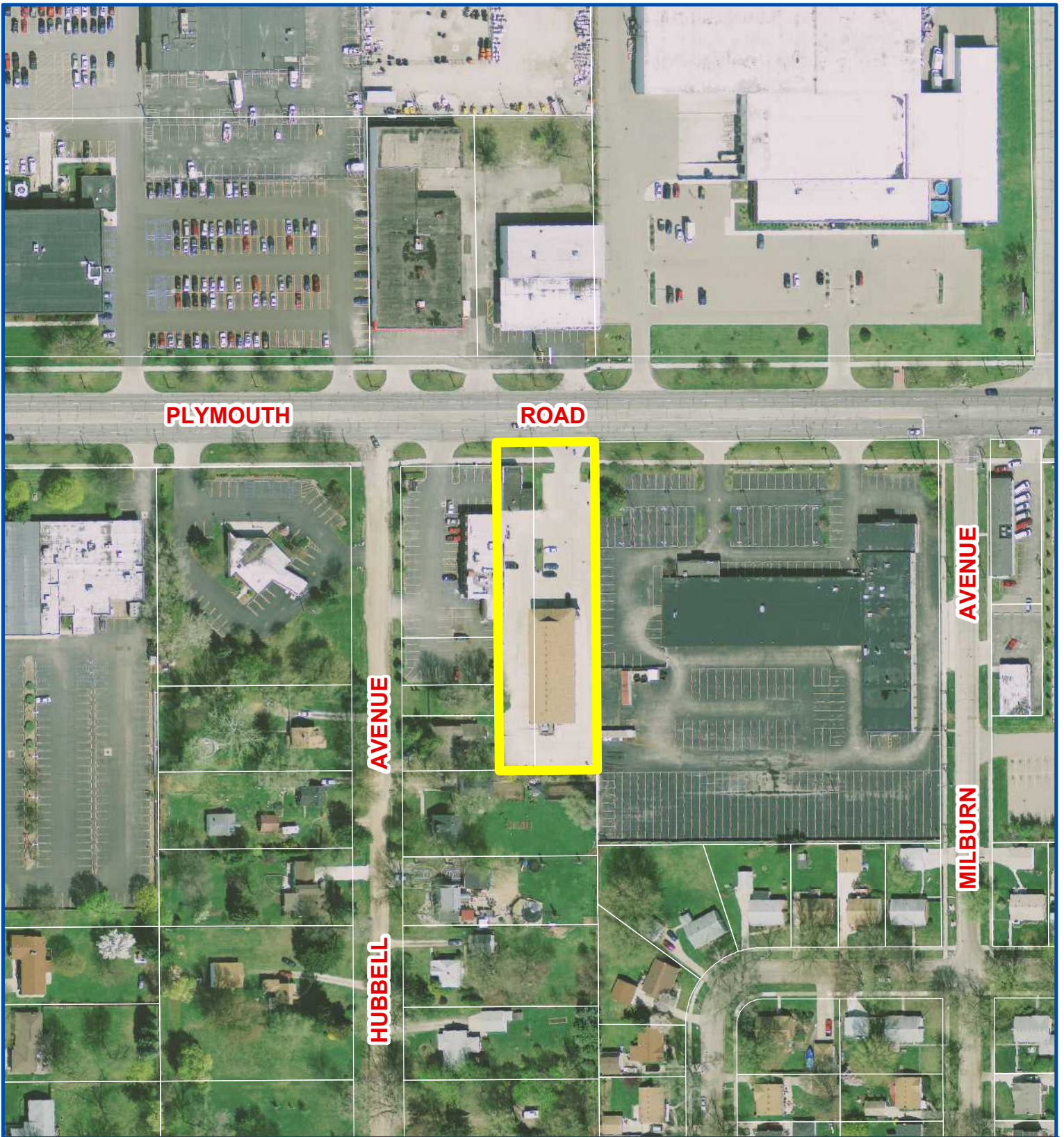
Petition 2013-08-02-19
Lang Auto Sales
30805 & 30835 Plymouth Road
Used Auto Dealership



Not to Scale



City of Livonia
 Planning Department



Aerial Map

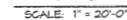
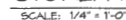
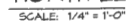
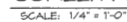
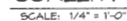
Petition 2013-08-02-19
Lang Auto Sales
30805 & 30835 Plymouth Road
Used Auto Dealership



Not to Scale



City of Livonia
Planning Department



Date Printed:

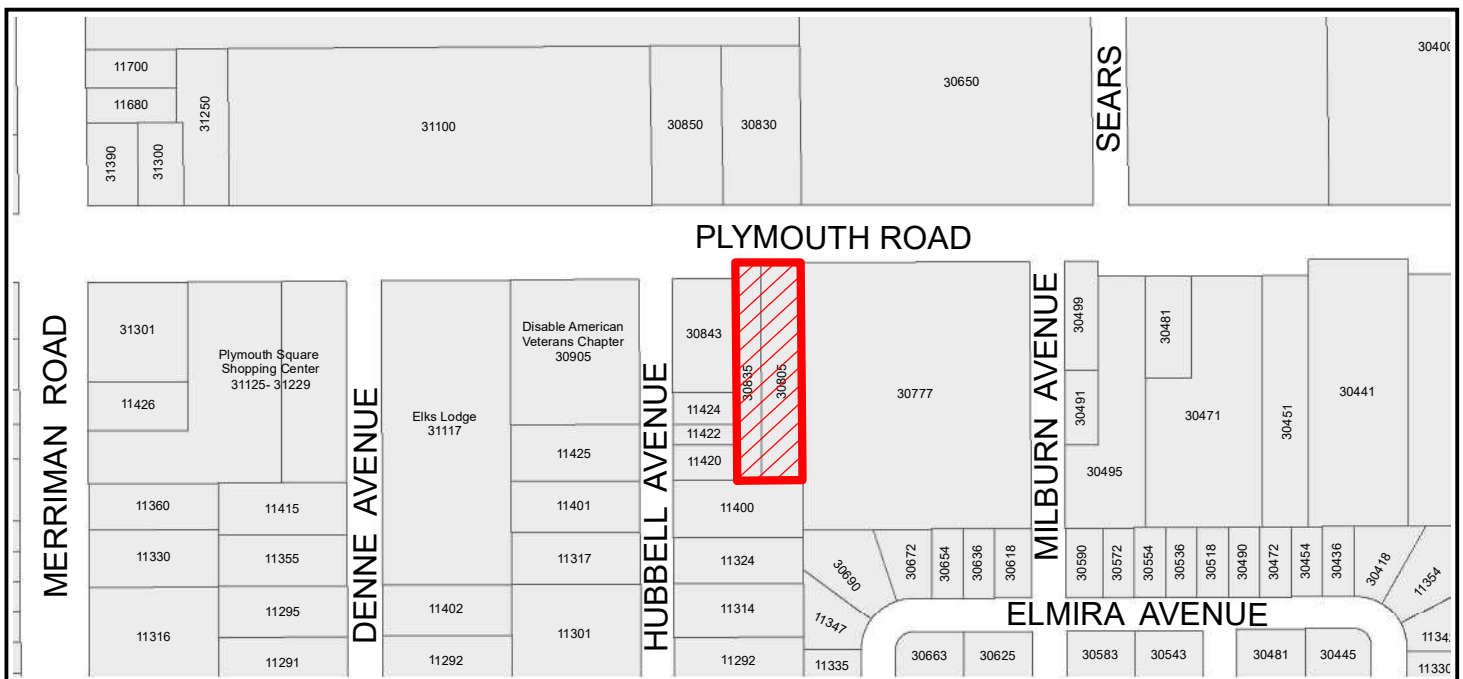
NOTICE OF PUBLIC HEARING
CITY OF LIVONIA PLANNING COMMISSION



33000 Civic Center Drive
Livonia, Michigan 48154-3097
(734) 466-2290
Fax: (734) 466-2108

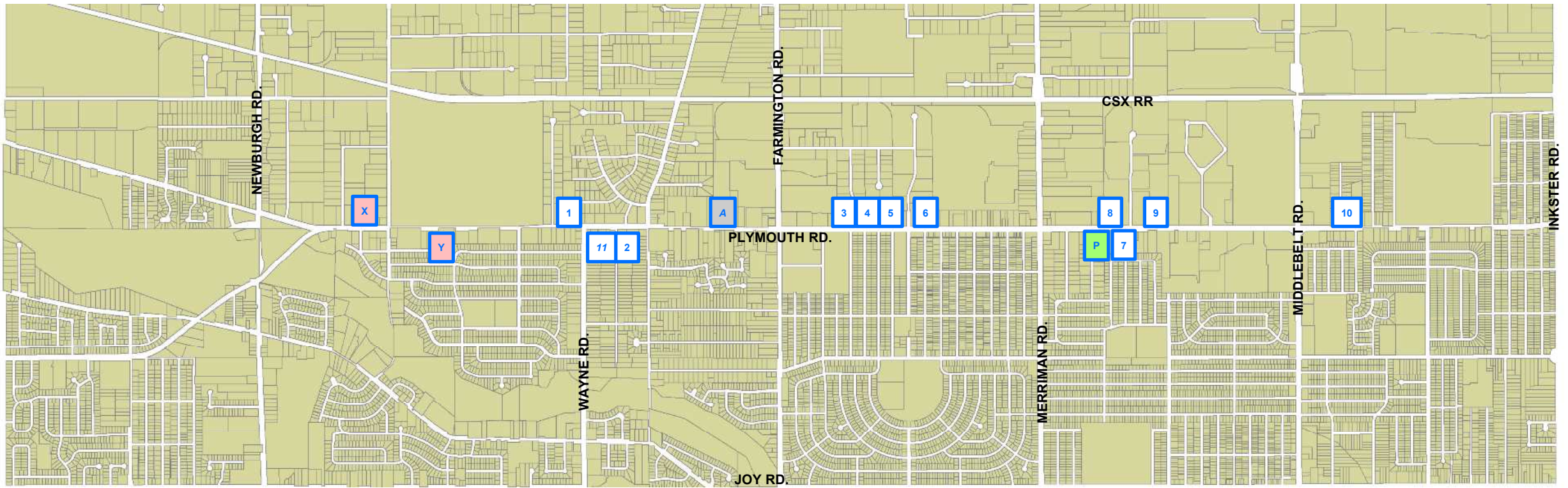
A PUBLIC HEARING WILL TAKE PLACE BEFORE
THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA
ON TUESDAY DECEMBER 17, 2013 AT THE
LIVONIA CITY HALL, 33000 CIVIC CENTER DRIVE, LIVONIA, MICHIGAN
AT 7:00 P.M., OR AS SOON THEREAFTER AS THE AGENDA
WILL PERMIT ON THE FOLLOWING ITEM:

Petition 2013-08-02-19 submitted by Keith Lang requesting waiver use approval pursuant to Section 11.03(g) of the City of Livonia Zoning Ordinance #543, as amended, to operate a used auto dealership (Lang Auto Sales) with outdoor display of vehicles at 30805 & 30835 Plymouth Road, located on the south side of Plymouth Road between Merriman Road and Milburn Avenue in the Northwest ¼ of Section 35.



YOU ARE ENCOURAGED TO ATTEND THE PUBLIC HEARING AND PRESENT YOUR VIEWS ON THIS MATTER TO THE CITY PLANNING COMMISSION.

In accordance with Title II of the American with Disabilities Act as it pertains to access to Public Meetings, the Planning Department of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs. Please call 734-466-2290 if you need assistance.



NEW AND USED CAR DEALERSHIPS - PLYMOUTH ROAD

ACTIVE DEALERSHIPS

1. Bill Brown (Used)
2. Ralph Thayer Automotive (New & Used)
3. Feldman/Tennyson (Used)
4. Feldman/Tennyson (New)
5. Bill Brown (New)
6. Bill Brown (New)
7. Livonia Mitsubishi (New & Used)
8. Rightway-Rogin (Used)
9. Bill Brown Terrace (Used)
10. Livonia Auto Sales (Used)
11. Ralph Thayer Hyundai (New)

INACTIVE

- A. Former Olsen Olds (Site Cleared)

DEALER STORAGE LOTS

- X. Dick Scott (New)
Y. Ralph Thayer Automotive (New)

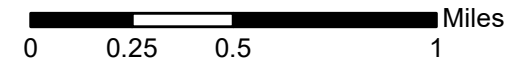
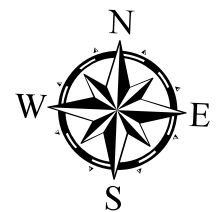
PROPOSED LOT

- P. Lang Auto Sales (Used)

PETITION 2013-08-02-19
LANG'S AUTO SALES



Prepared by the Livonia
Planning Department



DECEMBER 12, 2013

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

December 12, 2013

To: Scott O. Miller

From: Jerome Hanna

RE: Petition 2013-08-02-19 – 30805 & 30835 Plymouth Road – Lang Auto Sales

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

The following is noted:

1. Parking spaces are required to be a minimum of 10' wide and 20' deep and double striped per City Ordinance.
2. Barrier free parking spaces are required to be properly sized, marked and signed.
3. The exterior of the building needs to be maintained and painted.
4. The screen wall shown by the petitioner on the south and west side of the property is required to be constructed of either reinforced concrete with a false brick design, cement shadow block or a brick wall. It must be between 5' and 7' in height.

This Department has no further 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

December 9, 2013

Scott O. Miller, Planner IV
Planning Commission
City of Livonia

RE: Petition 2013-08-02-19 – Lang Auto Sales, 30805 & 30835 Plymouth Rd.

This office has reviewed the site plan submitted in connection with a request to operate a used auto dealership with outdoor display of vehicles on property located at the above referenced address.

We have no objections to this proposal with the following stipulations:

1. Fire lanes shall be provided for all buildings that are set back more than 150 feet from a public road or exceed 30 feet in height and are set back over 50 feet from a public road
2. Fire lanes shall be not less than 20 feet of unobstructed width, able to withstand live loads of fire apparatus, and have a minimum of 13 feet 6 inches of vertical clearance.
3. Fire lanes shall be marked with freestanding signs that have the words FIRE LANE – NO PARKING painted in contrasting colors (on both sides) at a size and spacing approved by the authority having jurisdiction.

These issues and other code requirements will be addressed during the plan review process.

Sincerely,

Daniel Lee

Daniel Lee
Fire Marshal

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
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

November 20, 2013

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2013-08-02-19 – Lang Auto Sales

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 site renovation at this time. The proposed plan indicates that project will consist of minor improvements to the exterior of the building and parking lot which will not require Engineering Department permits.

The following legal description should be used in conjunction with the proposed petition:

That part of the Northwest ¼ of Section 35 more particularly described as beginning at a point on the north line of said Section distant S 89 58'45" E, 1197.00 feet from the northwest corner of Section 35 and proceeding thence S 89 58'45" E along said north line, 112.81 feet; thence S 0 03'15" E, 415.00 feet; thence N 89 58'45" W, 113.19 feet; thence due north 415.00 feet to the Point of Beginning. Containing 1.08 acres of land more or less.

The addresses of **#30805 and #30835 Plymouth Road** should be used in conjunction with the parcel.

The existing structure is currently serviced by public utilities, which are to remain in place. Should changes to the existing utility leads be needed, the owner will need to submit plans to the Engineering Department to determine if permits will be required.

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.
Civil Engineer II

cc: 2013 Petition 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

11/19/2013

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



Re: Petition 2013-08-02-19 Lang Auto Sales

Dear Mr. Miller,

I have reviewed the plans in connection with the petition. I have no objections to the proposal.

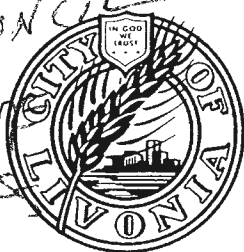
Yours very truly,
FOR THE CHIEF OF POLICE

A handwritten signature in black ink, appearing to read "Sr. J. Boitos".
Joseph Boitos, Sergeant
Traffic Bureau

NOTICE OF PUBLIC HEARING

CITY OF LIVONIA PLANNING COMMISSION

TO: PLANNING & CITY COUNCIL
IT WOULD BE A WELCOME
ADDITION TO THE BUSINESS
COMMUNITY ONE LOOK
FORWARD TO THEIR
APPROVAL.



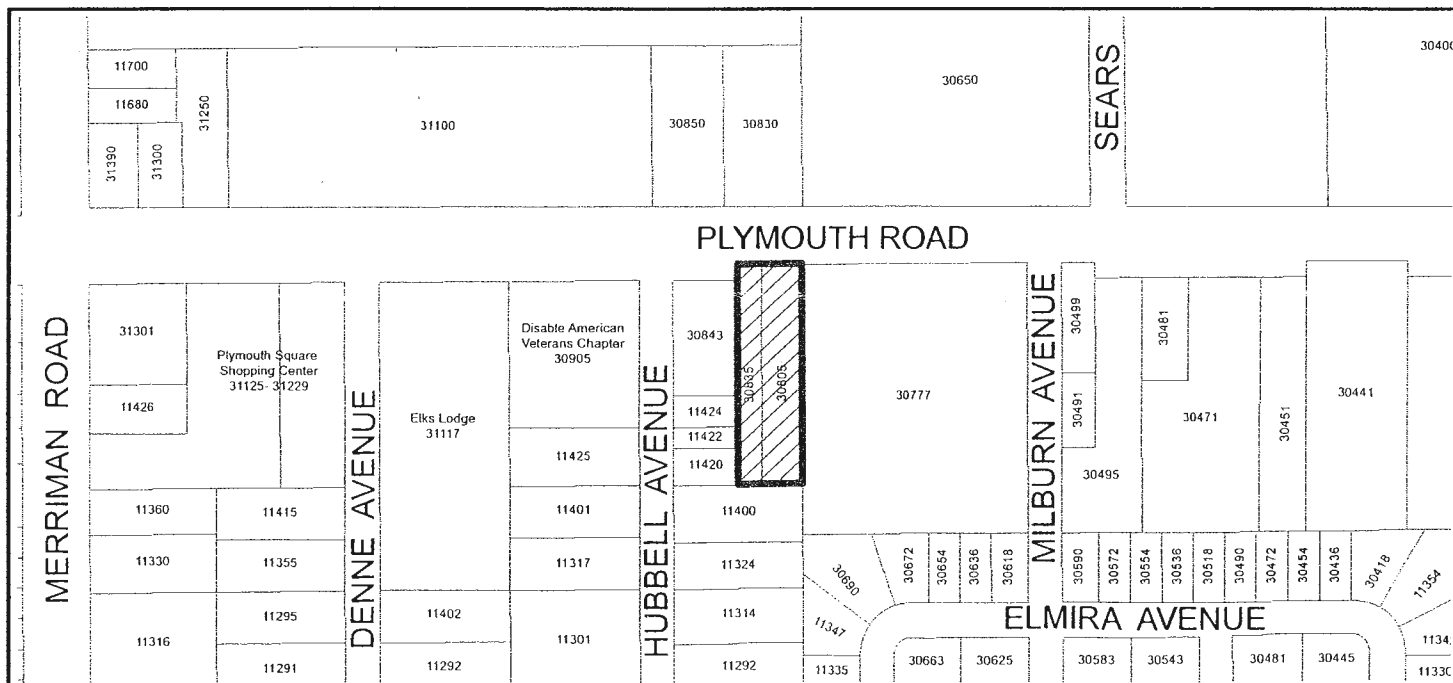
RECEIVED
DEC 10 2013
CITY OF LIVONIA
PLANNING COMMISSION

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 DECEMBER 17, 2013 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:

WINE BARREL

Petition 2013-08-02-19 submitted by Keith Lang requesting waiver use approval pursuant to Section 11.03(g) of the City of Livonia Zoning Ordinance #543, as amended, to operate a used auto dealership (Lang Auto Sales) with outdoor display of vehicles at 30805 & 30835 Plymouth Road, located on the south side of Plymouth Road between Merriman Road and Milburn Avenue in the Northwest ¼ of Section 35.



YOU ARE ENCOURAGED TO ATTEND THE PUBLIC HEARING AND PRESENT YOUR VIEWS ON THIS MATTER TO THE CITY PLANNING COMMISSION.

In accordance with Title II of the American with Disabilities Act as it pertains to access to Public Meetings, the Planning Department of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs. Please call 734-466-2290 if you need assistance.

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

Date Filed: AUGUST 8 2013 Petition # 2013-08-02-19

Site Address: 30805 PLYMOUTHRD Sidwell # 138-99-0026 Zoning of Property C-2

Requesting approval to OPEN A USED CAR LOT

Applicant: KEITH LANG Business/Company: LANG AUTO SALES

Applicant's Address: 27777 FORD RD. City: GARDEN CITY State: MI Zip Code: 48135

Applicant's Phone # (313) 570-4473 Applicant's Fax # (734) 427 7006

Contact Person: KEITH LANG Business/Company: LANG AUTO SALES

Contact's Address: 27777 FORD RD. City: GARDEN CITY State: MI Zip Code: 48135

Contact's Phone # (313) 570-4473 Contact's Fax # (734) 427-7006

State whether you have previously received or applied for any determination from the Planning Commission, Zoning Board of Appeals and/or the City Council pursuant to the provisions of the Zoning Ordinance #543 with respect to this property. No (X) Yes () IF YES, state the date of such determination(s) or application(s) and attach a copy of the previous application(s) and resolution(s).

Please provide the following information:

- 1) **Site Plan** showing:
 - property dimensions, including road right-of-way & building setback lines
 - foot print of building, 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) **Legal Description** of the property to be considered (Clearly Printed)
- 6) One (1) completed application form, twenty three (23) sets of full size drawings
- 7) One (1) set of reduced plans, 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

RECEIVED
CITY COUNCIL OFFICE
13 AUG 12 AM 11:49

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

\$600.00

_____ sq. ft. of new construction x \$20.00 per 1,000 sq. ft.

(NOTE: Round off to nearest 1,000)

Total Amount Due

+ _____
\$ _____

Owner of Property: 4 EVERGREEN PROPERTIES

Owner's Address: 31250 PLYMOUTHRD City: LIVONIA State: MI Zip Code: 48150

Owner's Phone # (248) 935-3488 Owner's Fax # (734) 422-3460

Signature of Owner of Property Richard P. George

Subscribed and sworn to before me, a Notary Public in and for the County of Wayne State of Michigan
on this 12th day of August 20 13

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 1

Petition 2013-08-02-19 submitted by Keith Lang requesting waiver use approval pursuant to Section 11.03(g) of the City of Livonia Zoning Ordinance #543, as amended, to operate a used auto dealership (Lang Auto Sales) with outdoor display of vehicles at 30805 & 30835 Plymouth Road, located on the south side of Plymouth Road between Merriman Road and Milburn Avenue in the Northwest ¼ of Section 35.

October 29, 2012 Study Meeting:

This petition requests waiver use approval to operate a used car dealership on properties located on the south side of Plymouth Road between Merriman Road and Milburn Avenue. The two (2) adjoining properties are under common ownership. The property at 30805 Plymouth Road measures 72.00 feet in frontage along Plymouth Road by a depth of 382.00 feet, and has a land area of 27,504 square feet, or 0.63 acre. This property contains a 6,500 square foot commercial building that is currently occupied by American Steel Motorcycle, which specializes in new and used motorcycle sales and motorcycle accessories. The property at 30835 Plymouth Road measures approximately 41.00 feet in frontage along Plymouth Road by a depth of 382.00 feet for a total lot area of approximately 15,662 square feet, or 0.36 acre. This site consists of a 1,000 square foot commercial building that is occupied by a cell phone business. Combined, these properties measure approximately 113.00 feet in width by 382.00 feet in depth for a total area of approximately 43,166 square feet, or 0.99 acre. The associated parking for both buildings is combined and shared. Lang Auto Sales has plans to occupy the larger of the two commercial buildings. Both properties are zoned C-2 (General Business).

This petition is very similar to a petition (2012-03-02-05) submitted by Julian's Auto Sales in 2012. After holding a public hearing on April 3, 2012, the Planning Commission recommended approval of a used auto dealership on the subject property. At the May 9, 2012 Council Regular Meeting, a motion to approve failed for lack of majority support. Under Council rules, failure of the motion to pass has the same effect as a denial. The current petition seeks approval for essentially the same use of the property—a used car dealership—but with a different operator.

Immediately east of and adjacent to the subject property is the C-2 zoned Livonia Mitsubishi auto dealership (formerly Livonia Chrysler). To the west of the site is the Bone Yard Barbecue Restaurant, which is zoned C-2. Abutting the site to the south are R-U-F (Rural Urban Farm – minimum ½ acre) single family homes. To the north, across Plymouth Road, are C-2 zoned properties which contain a variety of commercial land uses.

Under Section 11.03(g) of the Zoning Ordinance, new and used car lots and showrooms, (including repair and service facilities only when owned and operated in conjunction therewith by the same proprietor and located on the same property) require waiver use approval. Specified under this section are a number of restrictions, including: *no vehicles shall be parked within twenty feet (20') from the front lot line or at the side lot line adjacent to the street; the total number of vehicles proposed to be displayed or stored shall be subject to recommendation by the Planning Commission and approved by City Council; and, outdoor storage of disabled, damaged or unlicensed vehicles is prohibited.*

According to the plan, the interior of the proposed dealership, which totals approximately 6,500 square feet, would be divided into two (2) main components: 1) The front 2,000 square feet would be used primarily for retail sales and a showroom; and 2) The remaining back section (approximately 4,500 square feet) would serve as a storage and service area. The plan indicates that the facility would have two (2) work bays. Vehicular access to the service area would be achieved by means of an overhead door on the east side of the building.

The "Parking Schedule" listed on the site plan indicates that Lang Auto Sales would like to display a total of thirty-one (31) vehicles outside the building. The plan shows that the display vehicles would be parked in front of the building and along the west property line. One of the identified display spaces is only setback 12'-4" from Plymouth Road, and would require Council to waive the 20 foot setback requirement by means of a separate resolution.

The parking requirement is based on the retail sales as one component and the storage and service area as another. Because customers utilize the sales area and showroom, part of the required parking is based on the overall floor space of these areas. The parking requirement for motor vehicle sales facilities, as specified in Section 18.38 (19) of the Zoning Ordinance, is one (1) parking space for each 500 square feet of net floor area. The estimated sales portion of Lang Auto Sales would require a total of three (3) parking spaces based on 1,600 square feet of net floor area (80% of the gross floor area of approximately 2,000 square feet) divided by the 1/500 ratio. The other part of the business that requires parking is based on the service repair element. As specified in Section 18.38 (29) of the Zoning Ordinance, parking for automobile and light truck repair establishments are calculated on the basis of two (2) spaces for each service bay, plus one (1) space for each employee. The repair service aspect of Lang Auto Sales would require a total of five (5) parking spaces based upon vehicles to be serviced (2 bay x 2) plus one (1) employee space. Adding the two required parking components together (sales area + repair service), this used car dealership would require a total of eight (8) customer parking spaces. The other building on the site requires seven (7) parking spaces based on one (1) parking space for each 150 square feet of floor area, as specified in Section 18.38 (21) of

the Zoning Ordinance. The total sum of the parking required for both projected uses of the buildings (dealership and existing cell phone affiliate) would be fifteen (15) parking spaces. The site plan indicates that there would be a total of fifty five (55) parking spaces available on site. Utilizing thirty-one (31) parking spaces for displaying vehicles leaves twenty four (24) spaces for customers of both buildings (an excess of 11 spaces for customers). All parking spaces, except the required handicapped spaces, are required to be striped at ten feet (10') wide by twenty feet (20') in length.

In regard to parking lot lighting, a notation on the site plan indicates that there are two (2) existing light poles along the eastern edge of the front parking lot. These lights appear to be the only type of site lighting proposed. The site plan also shows an existing trash enclosure behind the building.

The landscaped areas shown on the site plan constitute 4% of the total site area, which is deficient the minimum required 15%. With the exception of the lawn areas adjacent to the right-of-way of Plymouth Road, the only other landscape area on the site is an island within the front parking lot area.

Along the rear property line, a note on the plan indicates that a five foot (5') high masonry protective wall would be erected as required between commercial zoned property and land zoned residential. Abutting this property to the south is the side yard of an R-U-F zoned lot. The plan shows the wall possibly continuing along a portion of the west property line where the site abuts a nonconforming residence located on property that is zoned C-2.

The petitioner is not planning any exterior building modifications in connection with this proposal.

According to the provisions set forth in Section 18.50H of the sign regulations, the proposed used auto dealership would be allowed one wall sign not to exceed fifty two (52) square feet in area (1 square foot for each 1 lineal foot of building frontage). The elevation depicted on the site plan shows a conforming fifty two (52) square foot wall sign on the front of the building.

December 17, 2013 Public Hearing

Approving Resolution: That the request to operate a used auto dealership (Lang Auto Sales) with outdoor display of vehicles at 30805 & 30835 Plymouth Road is hereby approved, subject to the following conditions:

1. That the Site Plan received by the Planning Commission on August 8, 2013, is hereby approved and shall be adhered to;

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2. That the recommendations of the Executive Committee of the Plymouth Road Development Authority (PRDA) shall be resolved to the satisfaction of the appropriate City Departments, including: a) providing an oil and grease separator in the parking lot catch basin if deemed necessary; b) limiting the waiver approval to this Petitioner only; and c) installing additional landscaping along Plymouth Road and the island within the parking lot;
3. That the number of vehicles to be displayed outdoors shall be limited to a total of thirty-one (31) vehicles, and that no vehicle for sale shall be displayed closer than twenty feet (20') from the front lot line (unless waived by the Council in a separate resolution);
4. That except for what may be authorized under the Zoning Ordinance as part of a temporary sales event, any type of exterior advertising related to the sale of the vehicles designed to attract the attention of passing motorists, such as promotional flags or streamers, shall be prohibited;
5. That the display of any vehicles on car lifts is strictly prohibited;
6. That there shall be no outdoor storage of auto parts, equipment, scrap material, waste petroleum products, junked, unlicensed or inoperable vehicles, or other similar items in connection with this operation, and the overhead doors, when not in use for vehicles entering or exiting the service facility, shall be closed at all times;
7. That all parking spaces shall be double striped, including the provision of barrier free parking with proper signage, marking and configuration, and all regular customer spaces shall be 10' x 20' in size as required;
8. That the Petitioner shall be allowed a conforming wall sign and the ability to either replace the panels on the existing ground sign or a new conforming ground sign, whichever he elects. Any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals;
9. That no LED lightband or exposed neon shall be permitted on the site including, but not limited to, the building or around the windows;
10. That no overhead speakers will be used inside or outside the building;

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11. That the auto service facility shall consist of two (2) bays or work stations, and all service work shall be limited to vehicles that are on display and being sold at this location. The service operations shall not be open to the general public;
12. That only minor repairs and maintenance work on vehicles be conducted at this site, and that repair work shall not include collision repair;
13. That all light poles shall be a maximum of twenty feet (20') high, including the base and all light fixtures shall be shielded to minimize glare trespassing on adjacent properties and roadways;
14. That per the note on the plan, a minimum five feet (5') high masonry wall shall be built at or near the south property line adjacent to the residential district, and a fence shall be allowed along the remaining portion of the west property line where the site abuts the nonconforming residential use; and
15. That the specific plans referenced in this approving resolution shall be submitted to the Inspection Department at the time an occupancy permit is applied for.

Subject to the preceding conditions, this petition is approved for the following reasons:

1. That the proposed use complies with all of the general waiver use standards and requirements as set forth in Section 19.06 of the Zoning Ordinance #543;
2. That the subject site has the capacity to accommodate the proposed use; and
3. That the proposed use is compatible to and in harmony with the surrounding uses in the area.

FURTHER, the Planning Commission recommends the approval of a Conditional Agreement limiting this waiver use to this user only, with the provision to extend this waiver use approval to a new user only upon approval of the new user by the City Council.

Denying Resolution: That this request to operate a used auto dealership (Lang Auto Sales) with outdoor display of vehicles at 30805 & 30835 Plymouth Road is denied for the following reasons:

1. That the petitioner has failed to affirmatively show that the proposed use is in compliance with all of the special and general waiver use standards and requirements as set forth in Sections 11.03 and 19.06 of the Zoning Ordinance #543;
2. That the City is currently well served with similar uses to that which is being proposed;
3. That the petitioner has failed to demonstrate the need in the area for the type of commercial service proposed to be operated on the subject site;
4. That the petitioner has not sufficiently demonstrated that the proposed use would be compatible to and in harmony with surrounding uses in the area;
5. That the petitioner has failed to adequately demonstrate that the site has the capacity to accommodate the proposed use; and
6. That the proposed use is contrary to the goals and objectives of the Zoning Ordinance which, among other things, are intended to insure suitability and appropriateness of uses.

UNAPPROVED MINUTES

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MINUTES OF THE 1,048TH PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, December 17, 2013, the City Planning Commission of the City of Livonia held its 1,048th 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: R. Lee Morrow Lynda L. Scheel Gerald Taylor
Ian Wilshaw

Members absent: Scott P. Bahr, Carol Smiley

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 #1 PETITION 2013-08-02-19

LANG AUTO SALES

Ms. Scheel, Secretary, announced the first item on the agenda, Petition 2013-08-02-19 submitted by Keith Lang requesting waiver use approval pursuant to Section 11.03(g) of the City of Livonia Zoning Ordinance #543, as amended, to operate a used auto dealership (Lang Auto Sales) with outdoor display of vehicles at 30805 & 30835 Plymouth Road, located on the south side of Plymouth Road between Merriman Road and Milburn Avenue in the Northwest 1/4 of Section 35.

Mr. Taormina: This is a request to operate a used auto dealership with outdoor display of vehicles on two adjoining parcels, 30805 and 30835 Plymouth Road, which are located on the south side of Plymouth Road between Merriman Road and Milburn Avenue. The combined size of both properties is roughly one acre with 113 feet of frontage on Plymouth Road and a depth of 382 feet. Relative to the existing conditions on the properties, the larger of the two parcels contains a 6,500 square foot commercial building that is currently occupied by American Steel Motorcycle. The other parcel contains a 1,000 square foot commercial building that was most recently occupied by a cellular store. The zoning of both properties is C-2, General Business. This petition is very similar to one that was filed in 2012 under Petition 2012-03-02-05, which was submitted by Julian's Auto Sales. The Planning Commission had recommended approval on that particular item. However, on May 9, 2012, the City Council's motion to approve failed for lack of majority support resulting in the same effect as a denial. Thus, the petition in 2012 for a used car operation never moved forward. The current petition seeks approval for essentially the same use of the property, a used car dealership, but with a different operator. On this map, you can see the rectangular shape of the property. To the north are various commercial uses. Immediately to the east is the Mitsubishi auto dealership, which was formerly Livonia Chrysler. It is also zoned C-2. Immediately to the west of the site is the Bone Yard Restaurant, which is zoned C-2. Lying to the south are various single family properties that are under the RUF zoning category. Under Section 11.03(g) of the Zoning Ordinance, there are a couple of restrictions that apply: (1) that no vehicles shall be parked within twenty feet (20') from the front lot line or at the side lot line adjacent to the street; (2) the total number of vehicles proposed to be displayed or stored is subject to recommendation of the Planning Commission and approved by City Council; and, (3) outdoor storage of disabled, damaged or unlicensed vehicles is strictly prohibited. The interior of the proposed dealership would be divided into two sections. The front 2,000 square feet would be used primarily for retail sales and a showroom. The showroom would be able to accommodate up to 15 vehicles within the building itself and then the remaining back section, about 4,500 square feet, would serve primarily for storage and as a light service area. The plans originally submitted were to include two work bays but I was informed this evening that there would likely be only one service bay provided at the back portion of the building. Access is provided by an overhead door located on the side of the

building. Lang Auto Sales would like to display a total of 31 vehicles outside the building. They would be parked in front of the building and along the west property line. One of those spaces is within the 20 foot setback and thus would require a waiver by the City Council by means of a separate resolution. In terms of parking overall, that is based on the amount of retail sales as one component and the storage and service area as the other. When you add those two together, there is a requirement for eight customer parking spaces. The other building on the site would require seven parking spaces based on the amount of retail sales occurring there. Altogether they would need 15 customer parking spaces. The plan provides for a total of 55 parking spaces. So if they utilize 31 of those spaces for displaying vehicles, that leaves 24 spaces available for both of the buildings. There is an excess amount of parking available for customers on the site and that should not present a problem. Site lighting is usually an issue related to car dealership operations; however, no additional lighting is proposed for this facility. There are two existing light poles along the eastern edge of the front parking lot. Apparently those are adequate to serve the needs of the petitioner. There is a trash enclosure behind the building. One of the issues that was discussed at significant length during the previous petition was the protection area along the back of the property where it abuts the residential. There is a five foot high masonry protective wall that would have to be erected along the rear property line between the commercial zoned property and the land zoned for residential. There is a portion of that residential property that is actually zoned for commercial use and in that area they are proposing the continuation of an existing fence. There is residential property located right in the corner in the back of this property and that residential property extends along the rear. They are proposing a masonry wall along the back section of the property, and then as it turns the corner, this parcel actually is zoned for commercial purposes. There is a fence along a portion of the property. They would propose to extend that same fence. They are not proposing any exterior modifications to the building. In terms of signage, they are showing a conforming 52 square foot wall sign. They don't show the details of the sign but they are showing where it will be situated on the face of the building in conformance with the area requirement of the Zoning Ordinance. Thank you.

Mr. Morrow: Do we have correspondence?

Mr. Taormina: Yes, we do. Would you like me to read it?

Mr. Morrow: Please.

Mr. Taormina: There are five items of correspondence. The first item is from the Engineering Division, dated November 20, 2013, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above-referenced planning petition. We have no objections to the proposed site renovation at this time. The proposed plan indicates that project will consist of minor improvements to the exterior of the building and parking lot which will not require Engineering Department permits. The following legal description should be used in conjunction with the proposed petition: That part of the Northwest ¼ of Section 35 more particularly described as beginning at a point on the north line of said Section distant S 89 58'45" E, 1197.00 feet from the northwest corner of Section 35 and proceeding thence S 89 58'45" E along said north line, 112.81 feet; thence S 0 03'15" E, 415.00 feet; thence N 89 58'45" W, 113.19 feet; thence due north 415.00 feet to the Point of Beginning. Containing 1.08 acres of land more or less. The addresses of 30805 and 30835 Plymouth Road should be used in conjunction with the parcel. The existing structure is currently serviced by public utilities, which are to remain in place. Should changes to the existing utility leads be needed, the owner will need to submit plans to the Engineering Department to determine if permits will be required."* The letter is signed by David W. Lear, P.E., Civil Engineer II. The second letter is from the Livonia Fire & Rescue Division, dated December 9, 2013, which reads as follows: *"This office has reviewed the site plan submitted in connection with a request to operate a used auto dealership with outdoor display of vehicles on property located at the above referenced address. We have no objections to this proposal with the following stipulations: (1) Fire lanes shall be provided for all buildings that are set back more than 150 feet from a public road or exceed 30 feet in height and are set back over 50 feet from a public road. (2) Fire lanes shall be not less than 20 feet of unobstructed width, able to withstand live loads of fire apparatus, and have a minimum of 13 feet 6 inches of vertical clearance. (3) Fire lanes shall be marked with freestanding signs that have the words FIRE LANE – NO PARKING painted in contrasting colors on both sides at a size and spacing approved by the authority having jurisdiction. These issues and other code requirements will be addressed during the plan review process."* The letter is signed by Daniel Lee, Fire Marshal. The third letter is from the Division of Police, dated November 19, 2013, 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 December 12, 2013, which reads as follows: *“Pursuant to your request, the above-referenced petition has been reviewed. The following is noted: (1) Parking spaces are required to be a minimum of 10’ wide and 20’ deep and double striped per City Ordinance. (2) Barrier free parking spaces are required to be properly sized, marked and signed. (3) The exterior of the building needs to be maintained and painted. (4) The screen wall shown by the petitioner on the south and west side of the property is required to be constructed of either reinforced concrete with a false brick design, cement shadow block or a brick wall. It must be between 5’ and 7’ in height. This Department has no further objections to this Petition. I trust this provides the requested information.”* The letter is signed by Jerome Hanna, Assistant Director of Inspection. We do have a letter addressed to the Planning Commission and City Council, received on December 10, 2013, which reads as follows: *“It would be a welcome addition to the business community. We look forward to their approval.”* The letter is signed by the Wine Barrel, 30303 Plymouth Road, Livonia, Michigan 48150. That is the extent of the correspondence.

Mr. Morrow: Are there any questions of the Planning Director?

Mr. Taylor: Through the Chair to Mr. Taormina. Mark, I know there’s not a lot of frontage on this building because of the cell phone building. I know they’re lacking a lot of landscaping but I don’t know if there is any area to add it. If they have too much parking, could they get rid of one parking space and maybe do some landscaping on Plymouth Road because Plymouth Road is a little bit lax in landscaping?

Mr. Taormina: If you recall, Mr. Taylor, we did in fact have a very similar discussion back in 2012. If you look closely at the plan, the darker shaded areas show where landscaping is going to be added to the site. They propose to do some additional landscaping in a couple areas on the site. I’m not sure what is new here, maybe one space. The one space that is within that setback, the one that is immediately adjacent to the other retail building on the property. They did show it as sales. So there is one space that they could probably give up, and that would have the same effect as complying with the setback requirement. The other option is to look at one or more spaces

on the property, but I'd leave that up to the petitioner to see which ones they could forego in favor of additional landscaping. They are deficient according to the ordinance. We require 15 percent of the site to be landscaped and I believe this is somewhere around 5 percent.

Mr. Taylor: And I know the parking is 10 feet by 20 feet double striped. What about the used cars that they're trying to sell? Do they have to have that type of parking spot?

Mr. Taormina: I think the resolution that we adopted in 2012 may have required all of the customer spaces to be 10 feet by 20 feet. But for display purposes, many dealerships really don't need those kinds of dimensions. Nine feet is usually more than enough for a dealership operation. We do want the customer spaces, however, to be sized at 10 feet by 20 feet, and we prefer those also to be marked in some way so they remain open for customers using the facility.

Mr. Taylor: Thank you.

Mr. Morrow: Is there anyone else? Is the petitioner here this evening? We will need your name and address for the record please.

Keith Lang, Lang Auto Sales, 27777 Ford Road, Garden City, Michigan 48135.
Good evening.

Mr. Morrow: Mr. Lang, you've heard the presentation by Mr. Taormina. Is there anything you'd like to add to it or any additional comments relative to your waiver request?

Mr. Lang: No, I just appreciate the opportunity to be back in the City of Livonia. For 25 years I ran a business right here in Livonia on Plymouth Road, and I'd like the opportunity to be back in Livonia doing the same thing we were doing years back.

Mr. Morrow: Thank you.

Mr. Lang: Thank you.

Mr. Morrow: Do we have any questions of the petitioner?

Mr. Taylor: Just for clarification for people that are watching tonight, you're not going to do any mechanical work there to speak of, right?

UNAPPROVED MINUTES

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- Mr. Lang: That is correct. We might change a light bulb. I have another dealership in another area that we will be doing all our service work. There will be no vehicles parked out that will be sitting making it look unpresentable to the human eye. Everything will be done right. We use quality used cars. We don't sell the lower echelon cars. It will be all quality, upper class used vehicles.
- Mr. Taylor: No painting.
- Mr. Lang: No painting, no service. Like I said, maybe a light bulb. The only use inside is for detailing cars - what we'll be using the bay for, just washing the vehicles. There will be no paint work done on the property and no heavy mechanical at all.
- Mr. Taylor: Thank you.
- Ms. Scheel: Good evening. Can you tell me what the hours of your business would be?
- Mr. Lang: The hours would be from 8:00 a.m. to 7:00 p.m. Monday through Friday, and from 9:00 a.m. to 3:00 p.m. on Saturday.
- Ms. Scheel: And not open on Sunday.
- Mr. Lang: No, not open on Sunday.
- Mr. Wilshaw: Mr. Lang, what is your background in car sales?
- Mr. Lang: Twenty-five years I was with Tennyson Chevrolet. I was the Vice President General Manager. I ran the total operation there. Currently, since December of last year when we sold the property, I've opened my own Car Right franchises. I've got one on Ford Road in Garden City that we've been very successful with. I've had great success.
- Mr. Wilshaw: This is going to maintain the same brand name as you have with your other facility?
- Mr. Lang: Absolutely.
- Mr. Wilshaw: Okay. And what type of cars do you offer? Is there a specialty that you have or is it just general cars?
- Mr. Lang: It will be general cars. We'll be like \$10,000 to \$60,000 range and a quality, newer used vehicle, certified cars. We have a few

things we do that no other stores do in the whole country. We have a lifetime engine warranty so anybody who purchases a vehicle from us, they get a lifetime engine warranty. If they have that car for 500,000 miles, I'm backing the car for 500,000 miles. There's a lot of other things that we have, that we offer through our brand that is great for the customers and for our clients and for the City.

Mr. Wilshaw: It's safe to assume you have vast experience in the auto industry and car sales from your background. That's certainly appealing in the sense that you're not just starting out or trying this from scratch.

Mr. Lang: No. Absolutely not.

Mr. Wilshaw: What attracted you to this particular piece of property?

Mr. Lang: It was there in Livonia. They've already been up and operating as a dealership. It's an A licensed dealer already so we wouldn't have to make any big changes or anything to the property. It's a small piece of land. We're thinking we'll probably do 30 to 40 used cars a month out of that location. It's in a great area there, Plymouth Road. We've had some problems with some of those dealerships that were closed there for some time. I believe that was a problem with City Council last time, some of the vacancy, which has all been filled up now. It's a great area being butted up next to the Mitsubishi store that the McDonald's own as well as right down the street from RightWay Auto. So it's a great little car area there. So people traveling inside there can come and take a look at all the different varieties of vehicles in the marketplace and can do so in a nice area.

Mr. Wilshaw: How many employees would you have working at any given time?

Mr. Lang: Probably five.

Mr. Wilshaw: Okay. Is that total number of employees or just working at any one time? Do they work in shifts?

Mr. Lang: No. They don't work shifts. They work from bell to bell.

Mr. Wilshaw: Okay. Sounds good. Thank you.

Mr. Taylor: No motorcycles will be sold there?

Mr. Lang: At the beginning, it's all under the same license. They do have some motorcycles left there. We will sell the remaining bikes that they do have there. After that's done, we are not going to be replenishing the bikes. The motorcycle store has been there for some time and they're pretty deep in some of their inventory. I think they've got like 20 or 30 bikes left. We will get rid of those and there will be no motorcycles sold there from there on out, and those will be under the A license because they're all brand new motorcycles.

Mr. Taylor: Thank you.

Mr. Morrow: Will they be part of the display outside?

Mr. Lang: No, they will not.

Mr. Morrow: They will be within the building?

Mr. Lang: In the building.

Mr. Morrow: Mr. Taormina, did you have something?

Mr. Taormina: Only that to go back to Mr. Taylor's earlier question. I've confirmed on this plan that the display spaces are striped at nine feet. They were made to be a foot narrower than what we normally require but all the customer spaces are shown at being 10 feet by 20 feet.

Mr. Morrow: And we're still well over the minimum requirement, right?

Mr. Taormina: In terms of customer spaces, yes. That is correct.

Mr. Morrow: Is there anything else? Thank you for your presentation. Is there anybody in the audience that wishes to speak for or against the granting of this petition? If so, please come forward to one of the podiums.

George Monahan, 11400 Hubbell, Livonia, Michigan. I live right behind the motorcycle shop. I've looked over the site plan and I agree with everything in the site plan. I think it will be a good fit in the neighborhood and I approve it 100 percent. Thank you.

Mr. Morrow: It's always nice to hear from the neighbors. Seeing no one coming forward, I will close the public hearing and ask for a motion.

On a motion by Scheel, seconded by Taylor, and unanimously adopted, it was

#12-87-2013 **RESOLVED**, that pursuant to a Public Hearing having been held by the City Planning Commission on December 17, 2013, on Petition 2013-08-02-19 submitted by Keith Lang requesting waiver use approval pursuant to Section 11.03(g) of the City of Livonia Zoning Ordinance #543, as amended, to operate a used auto dealership (Lang Auto Sales) with outdoor display of vehicles at 30805 and 30835 Plymouth Road, located on the south side of Plymouth Road between Merriman Road and Milburn Avenue in the Northwest 1/4 of Section 35, which property is zoned C-2, the Planning Commission does hereby recommend to the City Council that Petition 2013-08-02-19 be approved subject to the following conditions:

1. That the Site Plan received by the Planning Commission on August 8, 2013, is hereby approved and shall be adhered to;
2. That the recommendations of the Executive Committee of the Plymouth Road Development Authority (PRDA) shall be resolved to the satisfaction of the appropriate City Departments, including: a) providing an oil and grease separator in the parking lot catch basin if deemed necessary; b) limiting the waiver approval to this Petitioner only; and c) installing additional landscaping along Plymouth Road and the island within the parking lot;
3. That the number of vehicles to be displayed outdoors shall be limited to a total of thirty-one (31) vehicles, and that no vehicle for sale shall be displayed closer than twenty feet (20') from the front lot line (unless waived by the Council in a separate resolution);
4. That except for what may be authorized under the Zoning Ordinance as part of a temporary sales event, any type of exterior advertising related to the sale of the vehicles designed to attract the attention of passing motorists, such as promotional flags or streamers, shall be prohibited;
5. That the display of any vehicles on car lifts is strictly prohibited;
6. That there shall be no outdoor storage of auto parts, equipment, scrap material, waste petroleum products,

junked, unlicensed or inoperable vehicles, or other similar items in connection with this operation, and the overhead doors, when not in use for vehicles entering or exiting the service facility, shall be closed at all times;

7. That all parking spaces shall be double striped, including the provision of barrier free parking with proper signage, marking and configuration, and all regular customer spaces shall be 10' x 20' in size as required;
8. That the Petitioner shall be allowed a conforming wall sign and the ability to either replace the panels on the existing ground sign or a new conforming ground sign, whichever he elects. Any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals;
9. That no LED lightband or exposed neon shall be permitted on the site including, but not limited to, the building or around the windows;
10. That no overhead speakers shall be used inside or outside the building;
11. That the auto service facility shall consist of up to two (2) bays or work stations, and all service work shall be limited to vehicles that are on display and being sold at this location. The service operations shall not be open to the general public;
12. That only minor repairs and maintenance work on vehicles be conducted at this site, and that repair work shall not include collision repair;
13. That all light poles shall be a maximum of twenty feet (20') high, including the base, and all light fixtures shall be shielded to minimize glare trespassing on adjacent properties and roadways;
14. That per the note on the plan, a minimum five feet (5') high masonry wall shall be built at or near the south property line adjacent to the residential district, and a fence shall be allowed along the remaining portion of the west property line where the site abuts the nonconforming residential use; and

15. That the specific plans referenced in this approving resolution shall be submitted to the Inspection Department at the time an occupancy permit is applied for.

FURTHER, the Planning Commission recommends the approval of a Conditional Agreement limiting this waiver use to this user only, with the provision to extend this waiver use approval to a new user only upon approval of the new user by the City Council.

Subject to the preceding conditions, this petition is approved for the following reasons:

1. That the proposed use complies with all of the general waiver use standards and requirements as set forth in Section 19.06 of the Zoning Ordinance #543;
2. That the subject site has the capacity to accommodate the proposed use; and
3. That the proposed use is compatible to and in harmony with the surrounding uses in the area.

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.

Mr. Morrow: Is there any discussion? I noted under Condition 11, it indicated two bays and I think we heard earlier they were only going to use one bay. Would you want to limited it to what he plans or leave it at two?

Ms. Scheel: Could we just say to consist of up to two bays? If it's less, it's okay, right?

Mr. Taormina: Yes.

Ms. Scheel: We could say up to two bays, then if it's only one, we're good.

Mr. Taormina: That would be acceptable.

Mr. Morrow: That's fine. I just wanted to point that out that we had new information.

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 to Livonia.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 8, 2021**

Meeting was called to order via Zoom remote technology at 8:38 p.m. by President Kathleen McIntyre. Present: Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); Cathy White (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

3) REQUEST FOR AUTHORIZATION TO PURCHASE TWELVE MARKED/SEMI-MARKED PATROL VEHICLES AND UNMARKED POLICE VEHICLES UTILIZING STATE OF MICHIGAN AND MACOMB CONSORTIUM BID PRICING: Division of Police, re: from budgeted funds.

Captain Tom Goralski, LPD, presented this request to Council. He stated this is a request for authorization to purchase twelve marked/semi-marked and unmarked vehicles this year and to waive the sealed bid process because as always they're going through the Consortium, utilizing the State of Michigan and Macomb Consortium Bid Pricing to make these purchases. Five of these are marked and semi-marked vehicles for the Uniformed Division, four are unmarked for the Intelligence Division, and two are unmarked for the Investigative Division. Also, the cost is well under budget, part of that is due to the fact of the condition of our fleet right now, which is in small part due to our vehicle maintenance coordinator and his assistant, and our officers are taking very good care of the vehicles. We're very happy with the fleet right now but as you know we have to rotate out vehicles every year and this is all from budgeted funds.

Councilmember Jolly said it's always nice to have a good Catholic Central man before us for items like this and everything looks in order. Through the years we've seen these vehicles that we've had have been marked in different ways; do you anticipate that these marked vehicles will continue to be marked as they currently are with the same designs and the same coloring and the same logos and all that kind of stuff or do you foresee that that would be changing any time in the near future?

Goralski replied that subject has been broached, it has been a number of years now. I don't think it's the longest time we've gone with one logo, we really do like this particular logo, our officers like it, I think the public likes it. But always looking to see if we can be better and all good things and present a good presence in the community to our scout cars. So we have discussing that, nothing planned yet, maybe not this year, maybe not next year but soon.

Councilmember Jolly offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Police
February 12, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Diane Warterian, Program Supervisor

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE TWELVE MARKED/SEMI-MARKED PATROL VEHICLES AND UNMARKED POLICE VEHICLES UTILIZING STATE OF MICHIGAN AND MACOMB CONSORTIUM BID PRICING: Division of Police, re: from budgeted funds.

BACKGROUND

This proposed purchase is for the replacement of marked and semi-marked vehicles

RECOMMENDATION

Pursuant to Finance Ordinance 3.04.140 d.4, we are requesting a waiver of the City's sealed bid process, based on the police department's association with two (2) bid/purchasing consortiums (the State of Michigan and Macomb County). Upon receipt of various bids and specifications, the department conducts an analysis and selects the low bidder, regardless of consortium affiliation.

FISCAL CONSIDERATION

The Livonia Division of Police is requesting authorization to purchase:

Five (5) marked and semi-marked vehicles. This proposed purchase is for the replacement of marked and semi-marked vehicles and would utilize \$175,515.00 from budgeted funds in account #101-325-985-000.

Four (4) unmarked vehicles which would be utilized by officers assigned to non-uniform assignments. This proposed purchase would utilize \$124,612.00 that was budgeted for this purchase in account #101-329-985-000.

Three (3) unmarked vehicles which would be utilized by officers assigned to non-uniform assignments. This proposed purchase would utilize \$80,595.00 budgeted in account #101-302-985-000.

We request to purchase the following vehicles from the Macomb County bid:

(3) 2021 Ford Utility AWD Interceptors @ \$112,698.00 from:
Signature Ford
1960 E. Main Street
Owosso, MI 48867

(989) 214-3513

We request to purchase the following from the State of Michigan bid:

1. 2021 Dodge Durango Police Package AWD @ \$34,724.00

LaFontaine CDJR - Lansing
6131 S. Pennsylvania Avenue
Lansing, MI 48911
(517) 394-1022

1. 2021 Dodge Charger Police Package AWD @ \$28,093.00

LaFontaine CDJR - Lansing
6131 S. Pennsylvania Avenue
Lansing, MI 48911
(517) 394-1022

(3) 2021 Chevrolet Malibu @ \$81,405.00 from:

Berger Chevrolet
2525 28th S.E.
Grand Rapids, MI 49512
(616) 949-5200

(1) 2021 Dodge Durango AWD @ \$38,979.00 from:

LaFontaine CDJR-Lansing
6131 S. Pennsylvania Ave.
Lansing, MI 48911
(517) 394-1022

(2) 2021 Chrysler Voyager LX @ \$52,650.00 from:

LaFontaine CDJR-Lansing
6131 S. Pennsylvania Ave.
Lansing, MI 48911
(517) 394-1022

(1) 2021 Jeep Cherokee 4x4 @ \$32,173.00 from:

LaFontaine CDJR-Lansing
6131 S. Pennsylvania Ave.
Lansing, MI 48911
(517) 394-1022

ATTACHMENTS

1. Vehicle PO 101-325-985-000

2. Vehicle PO 101-329-985-000
3. Vehicle PO 101-302-985-000

APPROVED BY



Curtis Caid, Police Chief

Date: February 22, 2021



Michael Slater, Finance Director

Date: February 23, 2021



Paul Bernier, City Attorney

Date: February 23, 2021



Maureen Miller Brosnan, Mayor

Date: February 26, 2021

LaFontaine CDJR-Lansing**6131 S. Pennsylvania Ave.****Lansing, MI 48911****517-394-1022-Direct****517-394-1205-Fax**mdeacon@lafontaine.com**QUOTATION**Name: City of Livonia

Address: _____

City: _____

State: _____

Zip: _____

Contact: Rollie HoskinPhone: 734.466.2311Email: rollie.hoskin@livoniaDate: 1/22/2021Quote: 012221

State of Michigan	
2021 Dodge Durango Pursuit AWD	\$29,970.00
22Z 5.7L V8 Hemi	\$2,696.00
C5 Cloth Bucket Seats w/ Cloth Backseats	
LNF Black Left LED Spot Lamp	\$545.00
LNA Black Right LED Spot Lamp	\$515.00
CW6 Deactivate Rear Doors/Windows	\$68.00
GXF Entire Fleet Alike Key (FREQ 1)	\$140.00
ALD Skid Plate Group	\$295.00
XAN Blind Spot & Cross Path Detection	\$495.00
LNX LED Spot Lamps	
Note per contract delivery is available @ \$2.00 per one way mileage.	
Total for 2 Dodge Durango's \$68,458.00	
Total Cost:	\$34,724.00

Signed: Michelle Deacon

Macomb County Bid Price (Bid #21-18, MY2020) in the State of Michigan 2021 Utility Police Interceptor Major Standard Equipment

MECHANICAL

- Axle Ratio – 3.73 (AWD)
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Column Shifter
- DC/DC converter – 220-Amp (in lieu of alternator)
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.3L V6 Direct-Injection Hybrid Engine System
- Engine – 3.3L V6 Direct-Injection FFV with 10-Speed Automatic Transmission (136-MPH Top Speed)
- Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank
- Engine – 3.0L V6 EcoBoost® with 10-Speed Automatic Transmission – (148-MPH Top Speed)
- Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank
- Engine Hour Idle Meter
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 19-gallons
- H7 AGM Battery (800 CCA/80-amp)
- Lithium-Ion Battery Pack
- Suspension – independent front & rear
- Transmission – 10-speed automatic

EXTERIOR

- Antenna, Roof-mounted
- Cladding – Lower body-side cladding MIC
- Door Handles – Black (MIC)
- Exhaust True Dual (down-turned)
- Front-Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass
- Grille – Black (MIC)
- Headlamps – Automatic, LED Low-and-High-Beam
- Note: Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature)
- Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature)
- Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
- Wig-wag default is traditional ping-pong pattern; can be programmed to triple-burst pattern or ping-pong / triple-burst
- Note: Must be wired to vehicle's light controller to enable wig-wag functionality; recommend Ready for the Road Package (67H) or Ultimate Wiring Package (67U)
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Tailgate Handle – (MIC)
- Tail lamps – LED
- Tires – 255/60R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with wheel hub cover
- Windshield – Acoustic Laminated

INTERIOR/COMFORT

- Cargo Hooks
- Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC)
- Door-Locks
- Power
- Rear-Door Handles and Locks Operable
- Fixed Pedals (Driver Dead Pedal)
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)

INTERIOR/COMFORT (continued)

- Liftgate Release Switch located in overhead console (45 second time-out feature)
- Lighting
- Overhead Console
- Red/White Task Lighting in Overhead Console
- 3rd row overhead map light
- Mirror – Day/Night Rear View
- Particulate Air Filter
- Powerpoints – (1) First Row
- Rear-door closout panels
- Rear-window Defrost
- Scuff Plates – Front & Rear
- Seats
- 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters
- 1st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar)
- 1st Row – Passenger 2-way manual track (fore/aft. with manual recline)
- Built-in steel intrusion plates in both driver/passenger seatbacks
- 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Speed (Cruise) Control
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt / Telescoping, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4-user configurable latching switches
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of 1/P for mounting aftermarket equipment
- Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Over Protection Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- Brakes – Police calibrated high-performance regenerative braking system
- Belt-Minder® (Front Driver / Passenger)
- Child-Safety Locks (capped)
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Rearview Camera with Washer viewable in 4.2" center stack
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

FUNCTIONAL

- Audio
- AM/FM / MP3 Capable / Clock / 4-speakers
- Bluetooth® interface
- 4.2" Color LCD Screen Center-Stack "Smart Display"
- Note: Standard radio does not include USB Port or Aux. Audio Input Jack; Aux. Audio Input Jack requires SYNC 3®
- Easy Fuel® Capless Fuel-Filler
- Ford Telematics™ – Includes Ford Modem and complimentary 2-year trial subscription
- Front door tether straps (driver/passenger)
- Power pigtail harness
- Recovery Hooks; two in front and trailer bar in rear
- Simple Fleet Key (w/o microchip, easy to replace; 4-keys)
- Two-way radio pre-wire
- Two (2) 50 amp battery ground circuits – power distribution junction block (behind 2nd row passenger seat floorboard)
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper Wipers – Front

WARRANTY

- 3 Year / 36,000 Miles Bumper to Bumper
- 8 Year / 100,000 Miles Hybrid Unique Components
- POWERTRAIN CARE EXTENDED SERVICE PLAN**
- 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard

Police Interceptor Utility Base Prices

☐	Utility All Wheel Drive (3.3L V6 Direct-Injection FFV, 136 MPH, 99B/44U) K8A/500A	\$31,544.00
☒	Utility All Wheel Drive (3.0L V6 EcoBoost, 148 MPH, 99C/44U) K8A/500A	\$35,356.00
☐	Utility All Wheel Drive (3.3L V6 Direct-Injection Hybrid Eng., 136 MPH, 99W/44B) K8A/500A	\$34,659.00

<u>VEHICLE COLOR: Order Code</u>	<u>Interior Trim Color</u>	
	<u>Charcoal Black (96)</u>	
Arizona Beige Metallic Clearcoat	[E3]	[]
Medium Brown Metallic	[BU]	[]
Dark Toreador Red Metallic	[JL]	[]
Dark Blue	[LK]	[]
Royal Blue	[LM]	[]
Light Blue Metallic	[LN]	[]
Vermillion Red	[E4]	[]
Smokestone Metallic	[HG]	[]
Silver Grey Metallic	[TN]	[]
Iconic Silver Metallic	[JS]	[]
Agate Black	[UM]	☒
Oxford White	[YZ]	[]
Blue Metallic	[FT]	[]
Sterling Grey Metallic	[UJ]	[]
Medium Titanium Metallic	[YG]	[]
Carbonized Grey	[M7]	[]

INTERCEPTOR OPTIONAL FEATURES:

Flooring/Seats

	<u>Code</u>	<u>\$Cost</u>
☐ 1st and 2nd row carpet floor covering	16C	125.00
☐ 2nd Row Cloth Seats	F6/ 88F	60.00
☐ Power passenger seat (6-way) w/manual recline and lumbar	87P	325.00
☐ Rear Console Plate (Not available with Interior Upgrade Pkg – 65U)	85R	45.00
☒ <u>Interior Upgrade Package</u>	65U	390.00

- 1st and 2nd Row Carpet Floor Covering
 - Cloth Seats – Rear
 - Center Floor Console less shifter w/unique Police console finish plate
 - Includes Console and Top Plate with 2 cup holders
 - Floor Mats, front and rear (carpeted)
 - Deletes the standard console mounting plate (85D)
 - SYNC® 3
 - Enhanced Voice Recognition Communications and Entertainment System
 - 4.2" Color LCD Screen Center-Stack "Smart Display"
 - AppLink®
 - 911 Assist®
- Note: SYNC® AppLink® lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms.

Lamps/Lighting

☒ Dark Car Feature – Courtesy lamp disable when any door is opened	43D	20.00
☐ Daytime Running Lamps	94Z	45.00
☐ Side Marker Lights in Skull Caps	63B/60A	340.00
☐ Rear Quarter Glass Side Marker Lights	63L	575.00
☐ Front Warning Auxiliary Light (Driver side – Red / Passenger side – Blue)	21L/60A	600.00
☐ Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in applique panel)	43A	395.00
☐ Front Interior Windshield Warning Lights (Red/Blue with take down)	96W	1145.00
☐ Rear Spoiler Traffic Warning Light	96T	1495.00
☒ Dome Lamp – Red/White in Cargo Area	17T	50.00
☐ Pre-wiring for grille lamp, siren, and speaker	60A	50.00
☐ Spot Lamp – Driver Only (LED Bulbs) (Unity)	51R	395.00
☐ Spot Lamp – Driver Only (LED Bulbs) (Whelen)	51T	420.00
☐ Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Unity)	51S	620.00
☐ Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Whelen)	51V	665.00

Body

[] Glass – Solar Tint 2nd and 3rd Row (Deletes Privacy Glass)	92G	120.00
[] Glass – Solar Tint 2nd Row (Privacy Glass on Rear Quarter and Liftgate Window)	92R	85.00
[] Deflector Plate	76D	335.00

Wheels

[] Wheel Covers (18" Full Face Wheel Cover)	65L	60.00
[] 18" Painted Aluminum Wheel	64E	475.00

Misc

[] Engine Block Heater	41H	90.00
[] License Plate Bracket – Front	153	N/C
[] Badge Delete (Police Interceptor Badge Only)	16D	N/C
[] 100 Watt Siren/Speaker (includes bracket and pigtail)	18X	300.00
[] Aux Air Conditioning	17A	610.00
[] Noise Suppression Bonds (Ground Straps)	60R	100.00
[] Low-Band Frequency Noise Suppression Kit (Recommended when Using two-way radio communication devices that operate in the 39 – 46 MHz range (Channels 1-9). Provides noise suppression for in-car two-way radio communication devices in the 39-46 MHz frequency range.	68E	195.00
❑ OBD-II Split Connector – Allows up to 2 devices to be connected to the vehicle's OBD-II port	61B	55.00
[] My Speed Fleet Management	43S	60.00

Audio/Video

❑ Rear View Camera (Includes Electrochromic Rear View Mirror – Video is displayed in rear view mirror)	87R	N/C
Note: This option would replace the camera that comes standard in the 4" center stack area.		
[] Rear Camera On-Demand – allows driver to enable rear camera on-demand	19V	230.00

Doors/Windows

❑ Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the overhead console liftgate unlock switch) ***** OLD STYLE REAR HATCH LOCK / UNLOCK *****	18D	N/C
[] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperable	52P	160.00
❑ Rear Door Handles Inoperable/Locks Inoperable and Rear Windows Inop.	68G	75.00
❑ Lock system; Single Key/All Vehicles Keyed Alike	59	50.00
Keyed Alike 1284x= 59B Keyed Alike 1294x= 59C Keyed Alike 0135x= 59D		
Keyed Alike 1435x= 59E Keyed Alike 0576x= 59F Keyed Alike 0151x= 59G		
Keyed Alike 1111x= 59J		

Safety & Security

[] Ballistic Door Panels – Driver Front Door Only (Level 3)	90D	1585.00
[] Ballistic Door Panels – Driver & Pass Front Doors (Level 3)	90E	3170.00
[] Ballistic Door Panels – Driver Front Door Only (Level 4+)	90F	2415.00
[] Ballistic Door Panels – Driver & Pass Front Doors (Level 4+)	90G	4830.00
❑ BLIS® – Blind Spot Monitoring with Cross Traffic Alert	55B/54Z	545.00
❑ Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking.	68B	675.00
❑ Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) Note: Not available with option 96W	76P	145.00
[] Mirrors– Heated, Non BLIS	549	60.00
[] Perimeter Anti-Theft Alarm – Activated by Hood, Door, or Decklid	593/55F	460.00
[] Remote Keyless Entry w/4 Key Fobs (w/o Keypad)	55F	340.00
❑ Police Engine Idle Feature	47A	260.00
[] Extra Key \$6.00x__ =	Parts	6.00 ea
[] Remote Starter (Must Order Keyless Entry 55F)	Parts	550.00
❑ Reverse Sensing	76R	275.00
[] Class III Trailer Tow Lighting Package (4-pin and 7-pin connectors and wiring)	52T	80.00
❑ H8 AGM Battery (900 CCA/92-amp)	19K	110.00
[] Gun Vault (Not Available with (17A) Aux Air Conditioning)	63V	245.00

[]	12.1" Integrated Computer Screen • Includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area • Includes Audio Video extender (AVX) box, (2) AVX cables, (2) USB cables and (1) HDMI cable • Includes SYNC 3 ®	47E	2745.00
[]	Front Headlamp Lighting Solution • Includes LED Low beam/High beam headlamp, Wig-wag function and Red/Blue/White LED side warning lights (driver's side White/Red / passenger side White/Blue) • Includes pre-wire for grille LED lights, siren and speaker (60A) • Wiring, LED lights included. Controller "not" included Note: Not available with option: 67H Note: Recommend using Ultimate Wiring Package (67U)	66A	895.00
[]	Police Wire Harness Connector Kit – Front/Rear For connectivity to Ford PI Package solutions includes: • Front – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector • Rear – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector Note: Note: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com	67V	185.00
[]	Tail lamp/Police Interceptor Housing Only • Pre-existing holes with standard twist lock sealed capability (does not include LED Strobe lights) (eliminates need to drill housing assemblies) Note: Not available with options: 66B and 67H	86T	60.00
[]	Tail Lamp Lighting Solution • Includes LED lights plus two (2) rear integrated hemispheric lighthouse white LED side Warning lights in taillamps • LED lights only. Wiring, controller "not" included Note: Not available with option: 67H Note: Recommend using Ultimate Wiring Package (67U)	66B	430.00
[]	Rear Lighting Solution • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) • LED lights only. Wiring, controller "not" included Note: Not available with option: 67H Note: LED lights only – does "not" include wiring or controller Note: Recommend using Ultimate Wiring Package (67U)	66C	455.00
[]	Ultimate Wiring Package • Rear console mounting plate (85R) – contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear cargo area (overlay) – Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) – One (1) 10-amp siren/speaker circuit engine cargo area • Rear hatch/cargo area wiring – supports up to six (6) rear LED lights • Does "not" include LED lights, side connectors or controller – Recommend Police Wire Harness Connector Kit 67V Note: Not available with options: 65U, 67H	67U	560.00

☐ **Ready for the Road Package All-in Complete Package** 67H 3595.00

All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus

- Whelen Cencom Light Controller Head with dimmable backlight
- Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2nd row seat)
- Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails
- High current pigtail
- Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head
- Pre-wiring for grille LED lights, siren and speaker (60A)
- Rear console plate (85R) – contours through 2nd row; channel for wiring
- Grille linear LED Lights (Red / Blue) and harness
- 100-Watt Siren / Speaker
- Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P)

Note: Not available with options: 66A, 66B, 66C, 67U and 65U

Extended Warranty Option's (\$0.00 Deductible) 100,000 Mile Coverage

☐ **5-Year Premium Care Warranty (500 Plus Components Coverage)** 2745.00

Total Price \$ _____ ea

mdeacon@lafontaine.com

QUOTATION

Name: City of Livonia

Address: _____

City: _____ State: _____ Zip: _____

Contact: Rollie Hoskin

Phone: 734.466.2311

Email: rollie.hoskin@livoniapd.com

Date: 1/6/2021
Quote: 010621

[illegible]

Signed: *Michelle Deacon*

BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$27,135.00

Vehicle Description:

Number of units 1

Year 2022

Total Bid Amount \$27,135.00

Make Chevrolet

Model Malibu Premier

Vendor:

Berger Chevrolet Inc.

Bid Prepared For :

Livonia

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Price includes title fee and Delivery.

Pricing based off the State of Michigan

MIDEAL Contact # 071-87700177

Fax (616) 988-9178

Signature Robert Evans

Printed Signature Robert M. Evans

Date 1/20/2021



Berger Chevrolet

Robert Evans | 616-575-9629 | bevans@bergerchevy.com

2021 Chevrolet Malibu (1ZF69) 4dr Sdn Premier - Livonia (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL
1ZF69	2021 Chevrolet Malibu 4dr Sdn Premier

COLORS

CODE	DESCRIPTION
GAN	Silver Ice Metallic

OPTIONS

CODE	DESCRIPTION
2LZ	Premier Preferred Equipment Group includes standard equipment
A51	Seats, front bucket (STD)
FE9	Emissions, Federal requirements
GAN	Silver Ice Metallic
H1Y	Jet Black, Perforated leather-appointed seat trim
IOU	Audio system, Chevrolet Infotainment 3 Plus system with connected Navigation, 8" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period. (STD)
LTG	Engine, 2.0L turbo DOHC 4-cylinder SIDI with Variable Valve Timing (VVT) (250 hp [186 kW] @ 5300 rpm, 260 lb-ft of torque [353 N-m] @ 2000-5000 rpm) (STD)
M3E	Transmission, 9-speed automatic (STD)
R9Y	Fleet Free Maintenance Credit This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR, FRC or FGO. Not available with FDR order types.) *CREDIT*

Options Total

 At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 12847. Data Updated: Jan 18, 2021 10:30:00 PM PST.



Berger Chevrolet

Robert Evans | 616-575-9629 | bevans@bergerchevy.com

2021 Chevrolet Malibu (1ZF69) 4dr Sdn Premier - Livonia (👍 Complete)

Standard Equipment

Mechanical

Engine, 2.0L turbo DOHC 4-cylinder SIDI with Variable Valve Timing (VVT) (250 hp [186 kW] @ 5300 rpm, 260 lb-ft of torque [353 N-m] @ 2000-5000 rpm) (STD)

Transmission, 9-speed automatic (STD)

Axle, 2.89 final drive ratio

Front wheel drive

Suspension, front MacPherson strut

Suspension, rear 4-link, independent

Brakes, 4-wheel antilock, 4-wheel disc

Brake rotors, Duralife

Brake lining, high-performance, noise and dust performance

Brake, parking, manual

Fueling system, capless

Fuel door, push open

Exhaust, dual stainless-steel with polished tips

Exterior

Wheels, 19" (48.3 cm) aluminum

Tires, 245/40R19 all-season, blackwall

Tire inflation kit

Sunroof, power, tilt-sliding with additional skylight fixed glass aft of the sliding glass and sunshade

Headlamp control, automatic on and off

Headlamps, LED

Tail lamps, LED

Glass, acoustic, laminated, windshield

Mirrors, outside heated power-adjustable, body-color, manual-folding with integrated turn signal indicators

Door handles, chrome with body-color insert

Sill plates, bright

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Data Version: 12847. Data Updated: Jan 18, 2021 10:30:00 PM PST.

Signed: *Michelle Deacon*

Signed: *Michelle Deacon*

BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$27,135.00

Number of units 2

Total Bid Amount \$54,270.00

Vehicle Description:

Year 2022

Make Chevrolet

Model Malibu Premier

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

Bid Prepared For :

City of Livonia

Price includes title fee and Delivery.

Pricing based off the State of Michigan

MIDEAL Contact # 071-B7700177

Signature Robert Evans

Printed Signature Robert M. Evans

Date 2/9/2021



Berger Chevrolet

Robert Evans | 616-575-9629 | bevans@bergerchevy.com

2021 Chevrolet Malibu (1ZF69) 4dr Sdn Premier - Livonia (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
1ZF69	2021 Chevrolet Malibu 4dr Sdn Premier

COLORS

CODE	DESCRIPTION
GAN	Silver Ice Metallic SHADOW GRAY METALLIC

OPTIONS

CODE	DESCRIPTION
2LZ	Premier Preferred Equipment Group includes standard equipment
A51	Seats, front bucket (STD)
FE9	Emissions, Federal requirements
GAN	Silver Ice Metallic
H1Y	Jet Black, Perforated leather-appointed seat trim
IOU	Audio system, Chevrolet Infotainment 3 Plus system with connected Navigation, 8" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period. (STD)
LTG	Engine, 2.0L turbo DOHC 4-cylinder SIDI with Variable Valve Timing (VVT) (250 hp [186 kW] @ 5300 rpm, 260 lb-ft of torque [353 N-m] @ 2000-5000 rpm) (STD)
M3E	Transmission, 9-speed automatic (STD)
R9Y	Fleet Free Maintenance Credit This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR, FRC or FGO. Not available with FDR order types.) *CREDIT*

Options Total

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Data Version: 12847. Data Updated: Jan 18, 2021 10:30:00 PM PST.



Berger Chevrolet

Robert Evans | 616-575-9629 | bevans@bergerchevy.com

2021 Chevrolet Malibu (1ZF69) 4dr Sdn Premier - Livonia (✔ Complete)

Standard Equipment

Mechanical

Engine, 2.0L turbo DOHC 4-cylinder SIDI with Variable Valve Timing (VVT) (250 hp [186 kW] @ 5300 rpm, 260 lb-ft of torque [353 N-m] @ 2000-5000 rpm) (STD)

Transmission, 9-speed automatic (STD)

Axle, 2.89 final drive ratio

Front wheel drive

Suspension, front MacPherson strut

Suspension, rear 4-link, independent

Brakes, 4-wheel antilock, 4-wheel disc

Brake rotors, Duralife

Brake lining, high-performance, noise and dust performance

Brake, parking, manual

Fueling system, capless

Fuel door, push open

Exhaust, dual stainless-steel with polished tips

Exterior

Wheels, 19" (48.3 cm) aluminum

Tires, 245/40R19 all-season, blackwall

Tire inflation kit

Sunroof, power, tilt-sliding with additional skylight fixed glass aft of the sliding glass and sunshade

Headlamp control, automatic on and off

Headlamps, LED

Tail lamps, LED

Glass, acoustic, laminated, windshield

Mirrors, outside heated power-adjustable, body-color, manual-folding with integrated turn signal indicators

Door handles, chrome with body-color insert

Sill plates, bright

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Berger Chevrolet

Robert Evans | 616-575-9629 | bevans@bergerchevy.com

2021 Chevrolet Malibu (1ZF69) 4dr Sdn Premier - Livonia (✔ Complete)

Entertainment

Audio system, Chevrolet Infotainment 3 Plus system with connected Navigation, 8" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period. (STD)

SiriusXM Radio enjoy an All Access trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)

Audio system feature, Bose premium 9-speaker system

Display, 8" diagonal LCD touch screen

Wireless Apple CarPlay/Wireless Android Auto

4G LTE Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Antenna, body-color

Interior

Seats, front bucket (STD)

Seat trim, Perforated leather-appointed

Seats, ventilated driver and front passenger

Seats, heated driver and front passenger

Seats, heated rear outboard seating positions

Driver memory recalls 2 driver "presets" for 8-way power driver seat and outside mirrors

Seat adjuster, 8-way power driver

Seat adjuster, 6-way power front passenger

Seat adjuster, power driver lumbar control

Seat adjuster, front passenger power lumbar

Seat, rear 60/40 split-folding

Floor mats, carpeted front

Floor mats, carpeted rear

Steering wheel, leather-wrapped 3-spoke

Steering column, tilt and telescopic

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Berger Chevrolet

Robert Evans | 616-575-9629 | bevans@bergerchevy.com

2021 Chevrolet Malibu (1ZF69) 4dr Sdn Premier - Livonia (✔ Complete)

Interior

Steering wheel, heated

Steering wheel controls, mounted controls for audio, phone and cruise

Driver Information Center, enhanced, 8" diagonal multi-color re-configurable display

Temperature display, outside

Warning indicator, front passenger seat belt

Window, power with driver Express-Up/Down

Windows, power with Express-Down on all

Door locks, power programmable

Keyless Start

Keyless Open, front doors includes extended range Remote Keyless Entry

Remote vehicle starter system

Cruise control, electronic with set and resume speed

Remote panic alarm

Theft-deterrent system, content theft alarm

Wireless Charging for devices

Audio system feature, USB charging-only port, located in the rear of the center console

Power outlet, 120-volt located on the rear of center console

Power outlet, auxiliary, 12-volt

Air conditioning, dual-zone automatic climate control

Vent, rear console

Air filter, cabin

Defogger, rear-window, electric

Mirror, inside rearview auto-dimming

Visors, driver and front passenger illuminated vanity mirrors, covered

Assist handle, front passenger

Lighting, interior overhead courtesy lamp, dual reading lamps and illuminated trunk area

Lighting, interior, ambient instrument panel light pipe, front doors pad and map pocket light pipe, and door handle release on all doors

Lighting, interior, rear reading lamps, switchable

Shift knob, leather-wrapped

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2021 Chevrolet Malibu (1ZF69) 4dr Sdn Premier - Livonia (✔ Complete)

Interior

Rear seat armrest with cup holders
Map pockets, driver and front passenger seatbacks
Trunk mat
Trunk cargo anchors

Safety-Mechanical

StabiliTrak, stability control system with brake assist includes Traction Control
Braking control, ECM grade

Safety-Exterior

Daytime Running Lamps, LED, separate

Safety-Interior

Airbags, 10 total, frontal and knee for driver and front passenger, side-impact seat-mounted and roof rail-mounted head-curtain for front and rear outboard seating positions includes Passenger Sensing System (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
HD Rear Vision Camera
Rear Seat Reminder
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu
LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats
Door locks, rear child security
Trunk latch, safety, manual release
Tire Pressure Monitor System
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

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Berger Chevrolet

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2021 Chevrolet Malibu (1ZF69) 4dr Sdn Premier - Livonia (✔ Complete)

WARRANTY

Warranty Note: <<< Preliminary 2021 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Data Version: 12847. Data Updated: Jan 18, 2021 10:30:00 PM PST.

Livonia Police Department
Departmental Correspondence

Date: February 9, 2021

To: Captain Goralski through Channels

Submitted by / Dept.: Hoskin / Police

Subject: ☒ Request for Purchase Order ☐ Request for Payment (invoice must be attached)

☐ Confirming Order (prior Admin. approval required)

Recommended Vendor/Address (if known): LaFontaine CDJR-Lansing

6131 S. Pennsylvania Ave.

Lansing, MI 48911

Michelle Deacon 517-394-1022

Approvals: Name/ Title Lt. Steve Petsch

Name/
Title

Administrative Approval (Capt. Goralski): _____

Account Number (LEAVE BLANK): _____

Sole Source? ☐ N/A ☐ Yes ☐ No

Council Resolution # (over \$15,000): _____

Item / Description / Order Number	Cost each	Quantity	Total Cost
2021 Chrysler Voyager LX	25830.00	1	\$25,830.00
Black/Alloy Black Cloth Bucket Seats, Code: H7X7	0.00	1	0.00
Cold Weather Group: Code: AD7	495.00	1	495.00
Color: TBD	0.00	1	0.00
			0.00
			0.00
			0.00
			0.00
			0.00
Subtotal			\$26,325.00
Shipping & Handling (Enter S&H on page 2 if a second page is required, otherwise, enter S&H in "Cost each" column.)			\$0.00
TOTAL			\$26,325.00

Three (MITN) bids attached if between \$1,500 and \$15,000? ☐ Yes ☐ No ☒ N/A If no, why?

Other information / instructions: State of Michigan Bid: 071B13000107

Submitted by (signature): _____

☒ If checked, please send copies to requestor.

mdeacon@lafontaine.com

Name: City of Livonia
Address: _____
City: _____ State: _____ Zip: _____
Contact: Rollie Hoskin
Phone: 734-466-2311
Email: rollie.hoskin@livoniapd.com

Quote: 012221

Signed: *Michelle Deacon*

Signed: *Michelle Deacon*

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 8, 2021**

Meeting was called to order via Zoom remote technology at 8:38 p.m. by President Kathleen McIntyre. Present: Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); Cathy White (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

4) REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE FROM SOLE SOURCE PROVIDER: Division of Police, re: to upgrade the Viper 911 Intrado System, from budgeted funds.

Captain Tom Goralski, LPD, presented this request to Council. He stated this is the upgrade to our 911 system which is essential to protecting our community and in our communication with the community at crisis times. This current system is six-years old and past recommended life. This will be an upgrade to the hardware and the software and as you see in the package, it will also include a seven-year maintenance plan with Intrado Viper. They are the sole source provider for this, they've been with us for the past seven years and we're very happy with their work, and that's why we're asking for the waiver to the sealed bid process.

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

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Police
February 12, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Diane Warterian, Program Supervisor

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE FROM SOLE SOURCE PROVIDER: Division of Police, re: to upgrade the Viper 911 Intrado System, from budgeted funds.

BACKGROUND

Our current 911 system was installed in 2014 and is past the recommended life cycle of the hardware. This is critical/lifesaving equipment that needs to be kept in proper working condition to ensure reliability and safety for all persons within our city.

RECOMMENDATION

The Livonia Division of Police is requesting authorization to upgrade the current Intrado Life & Safety Solutions Viper 911 System. This project will replace all of our current hardware and upgrade our software to the most recently released technology. The cost includes a seven (7) year system maintenance and support agreement with Intrado. The support period begins once the project is satisfactorily completed.

This upgrade and installation is sole source and proprietary in nature. Intrado also installed and maintains our current configuration. Therefore, the Livonia Division of Police is requesting Council's approval to waive the City's sealed bid process, pursuant to Finance Ordinance 3.04.140 (D) (3) and authorize the purchase from:

Intrado Life & Safety Solutions
11808 Miracle Hills Drive
Omaha, NE 68154

FISCAL CONSIDERATION

This proposed purchase would utilize \$144,196.00 (includes 1st year maintenance/support) from budgeted funds in account # 261-000-987-000.

The proposed annual maintenance/support fees will be:

Year 2: \$14,404.02
Year 3: \$14,484.94
Year 4: \$14,567.49
Year 5: \$14,651.64

Year 6: \$14,737.51
Year 7: \$14,825.08

The proposed seven (7) year maintenance/support agreement would utilize \$87,670.68 from budgeted funds in account # 261-000-818-000.

ATTACHMENTS

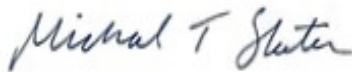
1. Viper 911 Vendor Quote
2. Council Request Letter - Intrado Viper 911 Sustem Upgrade 2-2021

APPROVED BY



Curtis Caid, Police Chief

Date: February 22, 2021



Michael Slater, Finance Director

Date: February 22, 2021



Paul Bernier, City Attorney

Date: February 22, 2021



Maureen Miller Brosnan, Mayor

Date: February 26, 2021



Livonia Police Department Departmental Correspondence

Date: 02/05/2021

Subject: Request for Council Approval

To: Chief Caid (thru channels)

Bureau: Administration

From: Steven Arslanian

Bureau: Computer Services

Chief,

The attached purchase order request is to upgrade our current Intrado Viper911 System. Our current system was installed in 2014 and is past the recommended life cycle of the hardware. We have started having minor equipment failures on some of the servers used for answering 911 calls. This is critical/lifesaving equipment, so we must keep it in proper working order to ensure reliability and safety for all people in the city.

This project will replace all of our current hardware and upgrade our software to the most recent released versions. The total cost of this project includes seven years of system maintenance and support from Intrado. The support period begins once we sign-off on all the project deliverables, and ends 84 months later.

The first year cost total is \$144,196.00, which is under the amount budgeted for this project. This project will use allocated funds from the 911 fund account. The below table shows the seven year cost breakdown.

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Discount	Totals
Year 1	\$100,109.25	\$51,045.00	\$3,260.00	\$8,438.50	(\$18,656.75)	\$144,196.00
Year 2			\$3,260.00	\$13,007.68	(\$1,863.66)	\$14,404.02
Year 3			\$3,260.00	\$13,099.07	(\$1,874.13)	\$14,484.94
Year 4			\$3,260.00	\$13,192.30	(\$1,884.81)	\$14,567.49
Year 5			\$3,260.00	\$13,287.34	(\$1,895.70)	\$14,651.64
Year 6			\$3,260.00	\$13,384.32	(\$1,906.81)	\$14,737.51
Year 7			\$3,260.00	\$13,483.22	(\$1,918.14)	\$14,825.08
Totals	\$100,109.25	\$51,045.00	\$22,820.00	\$87,892.43	(\$30,000.00)	\$231,866.68

The Intrado Viper911 System equipment and services are solely provided by Intrado, and I have included the sole source letter from Intrado with this request.

Respectfully,

Steven Arslanian

Steven Arslanian
Computer Services

cc:

attached: Purchase Order Request;
Intrado Sole Source Letter
Intrado Service Order/Quote



3 February 2021

Steven Arslanian
Computer Services
Livonia Police Department
15050 Farmington Road
Livonia, MI 48154

Re: Sole Source

To whom it may concern:

Intrado is pleased to confirm that it is the original manufacturer and provider of the following products and services. These products and services, including support and maintenance, are not available from any other manufacturer:

- Intrado VIPER® Systems
- Intrado Power 911® and applications
- ECATS and Power Metrics reporting analytics products and services
- Intrado Emergency Gateway software and hardware appliances
- Intrado Emergency Routing Services for enterprises

Sincerely,

DocuSigned by:

Nate K. Brogan

E590F058BA454A8...

Nate K. Brogan
SVP - Sales

Intrado Service Order

1. Information

Customer Name	City of Livonia, MI
Order Effective Date	Latest date signed below.
Initial Term	• Commencing on Order Effective Date • Ending 84 months after Order Effective Date.
Renewal Terms	Automatic annual renewal unless notice of termination is given by either party at least 90 days before expiration of the then-current term.
Governing Agreement	Agreement for Services effective July 30, 2014

2. Services Description

Intrado Life & Safety Solutions Corporation f/k/a Intrado Systems Corp. ("Intrado") will provide the following services ("Services") as described in the attached or referenced Quote #27483 v9 ("Exhibit A") at the prices stated in Exhibit A.

3. Entire Agreement

This Order is made under the Governing Agreement first referenced above. This Order, its Appendices, and referenced Service Guide(s), along with the Governing Agreement, constitute the parties' entire agreement and supersede any prior written or oral agreements related to its subject matter. The order of precedence for any conflicts is: (i) this Order; (ii) the Service Guide(s); and (iii) the Governing Agreement. This Order may be executed in counterparts, by facsimile or electronically, and is not enforceable unless executed by both parties.

CITY OF LIVONIA, MI

INTRADO LIFE & SAFETY SOLUTIONS CORPORATION

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Date signed

Title

Date signed

Exhibit A

Quote # 27483 v9

-See Attached-



Company Name: Intrado Life & Safety Solutions Corp

System Upgrade

for

Livonia PD, MI

(Direct Sale)

Quote Number: 27483

Version: 9

February 09, 2021

The terms and conditions available at <https://www.intrado.com/legal-privacy/terms/call-handling> as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

Summary - Livonia PD

Item	Cost
Systems	\$100,109.25
Services	\$51,045.00
Recurring Services	\$22,820.00
Maintenance	\$87,892.43
Discount	(\$30,000.00)
Total:	\$231,866.68

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Discount	Totals
Year 1	\$100,109.25	\$51,045.00	\$3,260.00	\$8,438.50	(\$18,656.75)	\$144,196.00
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Totals	\$100,109.25	\$51,045.00	\$22,820.00	\$87,892.43	(\$30,000.00)	\$231,866.68

Configuration Parameters - Livonia PD**Site Configuration**

Total Positions	7
Total Number of E9-1-1 CAMA Trunks	0
Total Number of FXO Lines	Up to 16
Total Number of ISDN-PRI channels (T1)	0
SIP	Included
ECCP	Included
PowerOPS	0
VIPER ACD	0
Add-on for Radio Recorder	Included

Systems

VIPER	\$37,745.00
Power Stations	\$21,327.00
Power 911	\$0.00
Power Metrics Setup Fees	\$4,700.00
VIPER Alarm Monitoring Setup	\$100.00
Laptops	\$17,870.25
Power 911 Hardware	\$5,877.00
Common Hardware	\$5,200.00
Peripheral Hardware	\$990.00
Network Equipment	\$2,800.00
DISCOUNT	(\$30,000.00)

Professional Services

Staging	\$3,500.00
Project Survey	\$3,350.00
Installation	\$13,550.00
Onsite Maintenance Training	\$12,650.00
eLearning	\$395.00
Call Taker and Admin Training	\$5,050.00
CCS Training	\$3,350.00
Project Management Services	\$12,700.00

Recurring Services

Power Metrics Recurring Services	\$22,820.00
----------------------------------	-------------

Maintenance

Software Subscription	\$47,407.50
Software Protection and Remote Tech Support	\$17,430.47
VIPER Alarm Monitoring	\$6,370.00
Hardware Protection	\$11,392.46
Antivirus Recurring Fees	\$5,292.00

Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912817/BB	7 Foot Cabinet Prebuilt Building Block	1			
912890/BB	Media Kit Prebuilt Building Block	1			
911830	VIPER Gateway Chassis G3	1			
912811/U	Application Server Position Access License Upgrade	8			
912812/U	PBX Access License Upgrade	7			
911834	AIM G3	4			
P10008	License to Connect Non-Intrado Recording Device	1			
911SIP/U	9-1-1 Ingress via SIP - License per position Upgrade	7			
912925	SIP I/F to 3rd Party PBX License - Per Position	7			
C10036	Power Cord Cable with A/C twist lock connector	3			
912716/48	Cisco C2960X-48TS-L 48 port switch (with stacking module)	2			
				Subtotal	\$37,745.00

Power Stations

914121/1	IWS Workstation - Software and Configuration	4			
914600/3	IWS External Programmable Keypad - 24 Buttons	7			
911801	A9C G3, Desk Mounting Kit	4			
911809	A9C G3, Call Handling Accessories	4			
911810-1	A9C G3 : Bundle	4			
911785	Position Image - Power Station Gen3	1			
				Subtotal	\$21,327.00

Power 911

913100/BAK/U	Power 911 Backup License Upgrade	3			
913100/U	Power 911 Client Access License Upgrade	4			
913152/U	Power 911 Add-on Recorder for Radio Upgrade	7			
913202/U	Power 911 Server Access License Upgrade	7			
913152/CD	ITRR Media Kit	1			
				Subtotal	\$0.00

Power Metrics Setup Fees

P10200/1	Power Metrics - Data Collector: single RDDM: MIS Enabled	1			
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			Subtotal	\$4,700.00
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VIPER Alarm Monitoring Setup

P10234	ELM Class 1 Upgrade	1		
P10235	ELM Class 2 Upgrade	4		
915102/CD	VIPER Alarm Monitoring Media Set	1		
			Subtotal	\$100.00

Laptops

914114/1	IWS Laptop with backpack	3		
914121/1	IWS Workstation - Software and Configuration	3		
914158	Laptop VPN Support License	3		
914158/CD	Laptop VPN - Installation Media	1		
913850/S	IWS Viper Enabling Kit (Sonic)	3		
			Subtotal	\$17,870.25

Power 911 Hardware

914961	IWS Server RACK Bundle - Type B	1		
			Subtotal	\$5,877.00

Common Hardware

914956	1U Keyboard/LCD/Trackball/8-Port KVM	1		
P10114/R	Backup Disk Solution for Windows Server (Rack-Mount)	1		
			Subtotal	\$5,200.00

Peripheral Hardware

915109/P	Alarm Panel (Includes Power Supply)	1		
			Subtotal	\$990.00

Network Equipment

914148	Firewall Appliance	2		
914148/CD	Call Handling Firewall - Media Set	1		
			Subtotal	\$2,800.00

Staging

950852	Front Room Equipment Staging - Per Position	7		
950853	Back Room Equipment Staging - Per Cabinet	1		
			Subtotal	\$3,500.00

Project Survey

950100	Project Survey (per Site)	1		
960575	Living Expense per Day per Person	3		
960580	Travel Fee per Person	1		
			Subtotal	\$3,350.00

Installation

950104	Professional Services (per Day)	7		
960575	Living Expense per Day per Person	9		
960580	Travel Fee per Person	1		
			Subtotal	\$13,550.00

Onsite Maintenance Training

960840	Self Maintenance Training (on Site)	1		
960575	Living Expense per Day per Person	7		
960580	Travel Fee per Person	1		
			Subtotal	\$12,650.00

eLearning

960108/3	Three (3) Hours of eLearning	1		
			Subtotal	\$395.00

Call Taker and Admin Training

960780	Power 911 Administrator Training	1		
960801	Power 911 User Training	1		
960575	Living Expense per Day per Person	4		
960580	Travel Fee per Person	1		
			Subtotal	\$5,050.00

CCS Training

P10087	CCS Training	1		
960575	Living Expense per Day per Person	3		
960580	Travel Fee per Person	1		
			Subtotal	\$3,350.00

Project Management Services

950510	Project Management Services	1		
			Subtotal	\$12,700.00

Power Metrics Recurring Services

P10222	Power Metrics - 5-9 pos. annual service per PSAP Year 1	1		
P10219	Power Metrics Suite - Annual access contract per PSAP Year 1	1		

P10222	Power Metrics - 5-9 pos. annual service per PSAP Year 2	1		
P10219	Power Metrics Suite - Annual access contract per PSAP Year 2	1		
P10222	Power Metrics - 5-9 pos. annual service per PSAP Year 3	1		
P10219	Power Metrics Suite - Annual access contract per PSAP Year 3	1		
P10222	Power Metrics - 5-9 pos. annual service per PSAP Year 4	1		
P10219	Power Metrics Suite - Annual access contract per PSAP Year 4	1		
P10222	Power Metrics - 5-9 pos. annual service per PSAP Year 5	1		
P10219	Power Metrics Suite - Annual access contract per PSAP Year 5	1		
P10222	Power Metrics - 5-9 pos. annual service per PSAP Year 6	1		
P10219	Power Metrics Suite - Annual access contract per PSAP Year 6	1		
P10222	Power Metrics - 5-9 pos. annual service per PSAP Year 7	1		
P10219	Power Metrics Suite - Annual access contract per PSAP Year 7	1		
			Subtotal	\$22,820.00

Software Subscription

950999/SUB1-BU/1	Software Sub Service - /Position - Back Up Position Year 1	3		
950999/SUB1/1	Software Subscription Service - /Position Year 1	4		
950999/SUB1-BU/1	Software Sub Service - /Position - Back Up Position Year 2	3		
950999/SUB1/1	Software Subscription Service - /Position Year 2	4		
950999/SUB1-BU/1	Software Sub Service - /Position - Back Up Position Year 3	3		
950999/SUB1/1	Software Subscription Service - /Position Year 3	4		
950999/SUB1-BU/1	Software Sub Service - /Position - Back Up Position Year 4	3		
950999/SUB1/1	Software Subscription Service - /Position Year 4	4		
950999/SUB1-BU/1	Software Sub Service - /Position - Back Up Position Year 5	3		
950999/SUB1/1	Software Subscription Service - /Position Year 5	4		
950999/SUB1-BU/1	Software Sub Service - /Position - Back Up Position Year 6	3		
950999/SUB1/1	Software Subscription Service - /Position Year 6	4		
950999/SUB1-BU/1	Software Sub Service - /Position - Back Up Position Year 7	3		
950999/SUB1/1	Software Subscription Service - /Position Year 7	4		

Subtotal \$47,407.50

Software Protection and Remote Tech Support

950999/PRO1-BU/1	Soft Protect and Remote Tech Support - /Pos - Back Up Pos Year 2	3
950999/PRO1/1	Software Protection and Remote Technical Support - /Position Year 2	4
950999/PRO1-BU/1	Soft Protect and Remote Tech Support - /Pos - Back Up Pos Year 3	3
950999/PRO1/1	Software Protection and Remote Technical Support - /Position Year 3	4
950999/PRO1-BU/1	Soft Protect and Remote Tech Support - /Pos - Back Up Pos Year 4	3
950999/PRO1/1	Software Protection and Remote Technical Support - /Position Year 4	4
950999/PRO1-BU/1	Soft Protect and Remote Tech Support - /Pos - Back Up Pos Year 5	3
950999/PRO1/1	Software Protection and Remote Technical Support - /Position Year 5	4
950999/PRO1-BU/1	Soft Protect and Remote Tech Support - /Pos - Back Up Pos Year 6	3
950999/PRO1/1	Software Protection and Remote Technical Support - /Position Year 6	4
950999/PRO1-BU/1	Soft Protect and Remote Tech Support - /Pos - Back Up Pos Year 7	3
950999/PRO1/1	Software Protection and Remote Technical Support - /Position Year 7	4
Subtotal		\$17,430.47

VIPER Alarm Monitoring

915137/SL/1	Per Power911 position remote monitoring - VIPER Alarms Annual Recurring Fee Year 1	7
915137/SL/1	Per Power911 position remote monitoring - VIPER Alarms Annual Recurring Fee Year 2	7
915137/SL/1	Per Power911 position remote monitoring - VIPER Alarms Annual Recurring Fee Year 3	7
915137/SL/1	Per Power911 position remote monitoring - VIPER Alarms Annual Recurring Fee Year 4	7
915137/SL/1	Per Power911 position remote monitoring - VIPER Alarms Annual Recurring Fee Year 5	7
915137/SL/1	Per Power911 position remote monitoring - VIPER Alarms Annual Recurring Fee Year 6	7
915137/SL/1	Per Power911 position remote monitoring - VIPER Alarms Annual Recurring Fee Year 7	7
Subtotal		\$6,370.00

Hardware Protection

950999/HPSA1-BU/1	Hardware Protect Stand Alone Sys - /Pos - Back Up Position Year 2	3		
950999/HPSA1/1	Hardware Protection Stand Alone System - /Position Year 2	4		
950999/HPSA1-BU/1	Hardware Protect Stand Alone Sys - /Pos - Back Up Position Year 3	3		
950999/HPSA1/1	Hardware Protection Stand Alone System - /Position Year 3	4		
950999/HPSA1-BU/1	Hardware Protect Stand Alone Sys - /Pos - Back Up Position Year 4	3		
950999/HPSA1/1	Hardware Protection Stand Alone System - /Position Year 4	4		
950999/HPSA1-BU/1	Hardware Protect Stand Alone Sys - /Pos - Back Up Position Year 5	3		
950999/HPSA1/1	Hardware Protection Stand Alone System - /Position Year 5	4		
950999/HPSA1-BU/1	Hardware Protect Stand Alone Sys - /Pos - Back Up Position Year 6	3		
950999/HPSA1/1	Hardware Protection Stand Alone System - /Position Year 6	4		
950999/HPSA1-BU/1	Hardware Protect Stand Alone Sys - /Pos - Back Up Position Year 7	3		
950999/HPSA1/1	Hardware Protection Stand Alone System - /Position Year 7	4		
			Subtotal	\$11,392.46

Antivirus Recurring Fees

914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 1	12		
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 2	12		
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 3	12		
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 4	12		
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 5	12		
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 6	12		
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 7	12		
			Subtotal	\$5,292.00

DISCOUNT

DISCOUNT MNTC	Maintenance Discount	1		
DISCOUNT SVC	Service Discount	1		
DISCOUNT SYST	System Discount	1		
DISCOUNT REC SVC	Recurring Services Discount	1		
			Subtotal	(\$30,000.00)
			Total	\$231,866.68

Site: Livonia PD - Optional

Optional Items and Services

Model#	Description	Qty	List Price	Selling Price	Total Price
Optional Sentry					
914960	IWS Server RACK Bundle - Type A	1			
915100/CD	Sentry Software	1			
915137	Sentry Monitoring per Node per Year	105			
915137/1	Setup Fees	1			
P10232	ELM Class 1	2			
P10233	ELM Class 2	13			
				Subtotal	\$22,530.00

Notes

- 1 Livonia PD is currently operating with A VIPER equipped with 911 Ingress via SIP, up to 16 Admin lines, and 7 positions of Power 911 with ITRR and Power MIS. (4 active workstations, 3 Dark Backup Laptops).

This quote upgrades the entire system, replaces all the hardware, and replaced Power MIS with Power Metrics Basic.

- 2 The 3rd Party Recorder Interface Kit provides the following:

- 1) Physical IP packet-capture solution. This is the mechanism by which the VIPER SIP and RTP packets are securely shared with the 3rd party recorder.
- 2) VIPER 3rd party recording license. This is the VIPER-side license that enables a 3rd party recorder to have a one-way IP connection to VIPER. One is needed per VIPER node.
- 3) Packet description document. This document details all of the VIPER SIP/RTP messages that are relevant for a 3rd party recorder.

Please note that in all cases, Intrado will not be responsible for the support or provisioning of the 3rd party recorder.

- 3 **Intrado's Remote Monitoring Service** monitors all IWS products as well as most third party equipment. The service forwards alarms and alerts to a centralized Intrado. Network Operations Center for monitoring. This service requires the purchase of Sentry hardware from Intrado.

Intrado's Technical Support Center receives remote customer alarms and alerts 24x7x365, notifying Intrado. of any irregular behavior including faults and performance threshold crossings requiring attention. Minimum action includes contacting of either the customer directly or the assigned on-site service personnel to provide the appropriate technical response.

Automatic remote troubleshooting of the alarm is performed only if Remote Support services are purchased.

The dispatching of Intrado technician support after an alarm is received and troubleshooting has been performed is available only if On-Site Support Services are purchased.

Intrado Life & Safety Solutions Corporation Responsibilities:

- Remote Monitoring of customer based PSAP equipment.
- Contacting of either the PSAP directly or their assigned on-site service personnel upon receipt of the alarm.
- Clearing of the alarm upon notification of the customer.

Customer Responsibilities:

- Establish business rules regarding alarm notifications and escalation conditions within the Sentry system. Designation of customer contact points or its assigned on-site service personnel.

- 4 **Professional Services:** This quote represents an estimate of labor costs to perform the work described in this quote. If the amount of labor needed to correct the issue can't be accomplished time allotted in this quote, Intrado will contact the customer representative before performing additional labor. If the actual labor to perform the work is significantly less than the amount quoted, the final charge may be adjusted.

- 5 The Project Survey is intended to identify any additional miscellaneous equipment or services required to ensure smooth installation and operation of the quoted system. Additional costs may be incurred upon completion of the Project Survey.
-

6 Comprehensive Project Management

This is a service offered to partners that do not have a Project Manager assigned to the project, where Intrado's Comprehensive Project Management (CPM) provides a Project Manager that coordinates all project activity.

The CPM provides complete, end-to-end project management support and services that could include on-site support, project documentation, formal reporting, as well as coordination of deliveries both internally as well as with the partner and the end customer.

The CPM level of service includes all services in the basic level plus the following:

- Site survey is reviewed (or initiated and then reviewed) to verify that site and system environment are ready for installation
- Scope of Work is completed (includes a Project Schedule of key dates)
- Review system design
- Site and/or network diagram are completed as required
- 3rd Party contractors included in the sales order are contacted and managed
- Project kick-off meeting is scheduled with the end customer and held via conference call or optionally on site
- Comprehensive risk assessment and mitigation planning
- Overall project coordination
- Weekly project status meetings are scheduled, led and documented
- Customer configuration for staging is collected and communicated
- Equipment staging (if ordered) and shipping is managed"
- Coordinate on-site delivery
- Equipment receipt and inventory is validated
- Intrado resources are scheduled and managed with project implementation and cut-over requirements
- Maintain all project related communications and documentation
- Complete Site Book for delivery to end customer at time of handover to service
- Variable: Project Manager Presence on-site (with additional per day and travel cost components). This is typically required for project kickoff (if on-site), final site evaluation, and cut-over project management services

-
- 7 **Software Subscription Service** provides the customer with access to software upgrades including new features. This offering only provides for the availability of the software. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

Intrado will provide periodic software release bulletins to customers which announce and explain new feature releases for Intrado software. Customers may then request the new release or version from Intrado based on applicability of the release to customer's system. The customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

- 8 **Software Protection and Remote Technical Support** is a coverage requirement with the purchase and ownership of Intrado CPE system equipment.

Software Protection and Remote Technical Support cannot be deleted from quotes or system orders.

Once a Software Protection and Remote Technical Support service contract is established for the site during system initial purchase, all items subsequently added to the site will not require an additional contract, but the acquisition of additional positions will increase the price of the services.

- a. For sites with one year coverage contracts, the increased price will be reflected in the quote at the next contract renewal point.
- b. For sites with multi-year agreements, the customer will be required to retract the remaining years of the original purchase order and issue a new purchase order for the remaining period covering the original system and new positions.

If a contract for Software Protection and Remote Technical Support expires without renewal, causing a lapse in coverage, the customer's access to the Support Center will be discontinued and a notification of services termination will be issued. Reinstatement of the lapsed coverage will require the following from the customer:

- a) Payment in full for the lapsed period at the prevailing per-seat rate
- b) Purchase of a new maintenance agreement (one-year or five-year)
- c) System Recertification fees in the form of a Class A inspection at \$1,500.00 per day plus related travel and expense charges.

Software Protection

This offering provides for the availability of software product updates. Installation and training (if needed) are not included. Intrado will publish periodic software release bulletins to customers which announce important product updates for Intrado software. Customers may then request the new update from Intrado based on applicability of the release to customer's system. Customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

Remote Technical Support

Support is provided by associates who specialize in the diagnosis and resolution of system performance issues. Remote Technical Support is available 24/7 through both a toll free hotline and a secure customer Internet portal. All service inquiries are tracked by a state-of-the-art CRM trouble ticket system that can be queried by customers through the online portal to obtain the most up-to-date status on their issues.

- 9 **Hardware Protection Service** provides for the replacement of any non-operating Intrado provided hardware component, with the exception of monitors. This offering only provides for the replacement of the hardware item. Installation services and training (if needed) are not included. This service does not cover items where warranty has been voided due to abuse, Force Majeure or other actions.

When the Intrado Technical Support Center concludes that an item is non-operational, a fully functioning new or refurbished unit will be shipped to the customer. This unit will then become the property of the customer and will restore the functionality of the non-working item, but it may not be the exact same model as the original. The shipment of the replacement item will include a pre-printed shipping label used for the return of the nonworking item from the customer.

- 10 All optional modules in this quote have been priced under the assumption that they will be purchased and installed concurrently with the base system. If these modules are to be installed at a later date, additional travel & living expenses will apply.

Unless otherwise stated in this quotation, Installation, Training, Project Management, and Maintenance services

have not been included for optional modules. Once the customer has finalized their configuration, a revised quotation will be provided with equipment and services costs revised as necessary.

11 Power Metrics

Intrado retains title to all premise-based equipment and software provided to customer in connection with the Power Metrics service (including RDDMs), which will be removed and returned to Intrado at the conclusion of the service.

Billing and the term commencement for the services will begin when the Services are first made available for Customer's use, and will continue for the designated number of months as stated in this Quote.

Power Metrics services will be provided in accordance with the applicable Service Guide at <https://www.intrado.com/legal-privacy/terms/call-handling>.

Terms

VENDOR NAME	Intrado Life & Safety Solutions Corporation Include quote number and customer EIN/Tax Identification Number on P.O.
SUBMIT P.O.	<u>ordermanagement.safetyservices@west.com</u>
PRICING	All prices are in USD Taxes, if applicable, are extra. Handling and Shipping charges are extra unless specified on the quote.
DISCOUNT	Maintenance and Recurring service discounts will be applied proportionately to each year of service purchased. If services are cancelled for future years, no refund or credit will be issued relating to such discount.
SHIPPING TERMS	FCA (Montreal), INCOTERMS 2010
PAYMENT	Per Contract
DELIVERY	TBD
VALIDITY	Quote expires on August 13, 2021. However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time.
COPYRIGHT	The information contained in this document is proprietary to Intrado Life & Safety Solutions Corp and is offered solely for the purpose of evaluation.

Revision History

Revision Level	Proposal Writer	Notes	Date Revised
1	DRICHMOND	Original	July 16, 2018
3	MDESEVE	Added upgrade for 2 additional laptops	March 25, 2020
4	MDESEVE	Added option for 48 Port Switches	April 09, 2020
5	MDESEVE	Replaced 24 port switches with 48 port model, included SIP Interface to 3rd Party PBX and IP recording in base. Added note about onsite maintenance training.	April 30, 2020
6	MDESEVE	Added VIPER Alarm Monitoring and Antivirus in base Added full Sentry in Options	May 11, 2020
7	DRICHMOND	Add 2 more years of recurring/maintenance fees (7 years). Adjust AIMS/shelves.	December 21, 2020
8	RCRAWFORD	discounted	January 21, 2021
9	RCRAWFORD	Move the Onsite Self Maintenance training from Optional into the base of the quote. Remove all OSM	February 09, 2021

**DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE**

CURTIS CAID
CHIEF OF POLICE



MAUREEN MILLER BROSINAN
MAYOR

15050 Farmington Road
Livonia, Michigan 48154-5499
(734) 466-2470
FAX: (734) 261-2265

February 12, 2021

Honorable Members of Council
33000 Civic Center Drive
Livonia, MI 48154

RE: Request for an Upgrade to the Viper 911 System– Waiver of Sealed Bid Process

Dear Council Members,

The Livonia Division of Police is requesting authorization to upgrade the current Intrado Life & Safety Solutions Viper 911 System. Our current system was installed in 2014 and is past the recommended life cycle of the hardware. This is critical/lifesaving equipment that needs to be kept in proper working condition to ensure reliability and safety for all persons within our city. This project will replace all of our current hardware and upgrade our software to the most recently released technology. The cost includes a seven (7) year system maintenance and support agreement with Intrado. The support period begins once the project is satisfactorily completed.

This upgrade and installation is sole source and proprietary in nature. Intrado also installed and maintains our current configuration. Therefore, the Livonia Division of Police is requesting Council's approval to waive the City's sealed bid process, pursuant to Finance Ordinance 3.04.140 (D) (3) and authorize the purchase from:

Intrado Life & Safety Solutions
11808 Miracle Hills Drive
Omaha, NE 68154

This proposed purchase would utilize \$144,196.00 (includes 1st year maintenance/support) from budgeted funds in account # 261-000-984-000.

Honorable Members of Council
Page 2
February 12, 2021

The proposed annual maintenance/support fees will be:

Year 2: \$14,404.02
Year 3: \$14,484.94
Year 4: \$14,567.49
Year 5: \$14,651.64
Year 6: \$14,737.51
Year 7: \$14,825.08

The proposed seven (7) year maintenance/support agreement would utilize \$87,670.68 from budgeted funds in account # 261-000-818-000.

We are available to provide any additional information that Council members may desire. Thank you for your consideration in this matter.

Sincerely,



Curtis Caid, Chief
Livonia Division of Police

APPROVED FOR SUBMISSION:

FUNDS AVAILABLE:

Maureen Miller Brosnan, Mayor

Michael Slater, Finance Director

APPROVED AS TO FORM:

Paul Bernier, City Attorney

cc: Mayor, City Clerk, Law, D/C McDermott, Captain Goralski, SA Arslanian, File

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 8, 2021**

Meeting was called to order via Zoom remote technology at 8:38 p.m. by President Kathleen McIntyre. Present: Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovan (Deployed); Jim Jolly (Livonia, Michigan); Cathy White (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

5) AWARD OF BID: Department of Parks and Recreation, re: for the construction of outfield fencing at four ball diamonds located at Bicentennial Park, from budgeted funds.

Ethan Engel, Athletic Coordinator, presented this request to Council. He stated this project is for Bicentennial Park for four diamonds, simply adding outfield fencing, the six feet to those diamonds, not only adding value to the park, but adding value to the user experience. It is our most highly requested park. I am constantly running out of space to put teams out there, both from Livonia and from outside of Livonia. So I would propose that Council award the bid to the Future Fence Company out of Warren. I called their references and they came back with great reviews and would always hire again.

Councilmember Jolly offered an approving resolution for the Consent Agenda. He said it's always a good opportunity to provide positive feedback and kudos when deserved. Ethan is one of the absolute champs of the Parks & Rec Department, he's a valued City employee and he does a great job, whether it be from organizing a boot ball tournament that was a great success or organizing T-ball leagues for our younger residents, all around great guy, and we're happy to have him. Thank you, Ethan.

Vice President Bahr asked for clarification as to which diamonds this is related to and Engel replied it's Diamonds 5, 6, 9 and 10. Diamonds 7 and 8 are the two that interlap in between, those are the two we aren't fencing for a couple different reasons, but 5, 6, 9 and 10 all back up to some woods or back up to a path and are farther outside there.

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Parks and Recreation February 10, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Ann Cox, Program Supervisor

AGENDA ITEM

AWARD OF BID: Department of Parks and Recreation, re: for the construction of outfield fencing at four ball diamonds located at Bicentennial Park, from budgeted funds.

BACKGROUND

In conjunction with Engineering, the Department of Parks and Recreation received bids for constructing outfield fencing for four ball diamonds at Bicentennial Park. The scope of this project will add value to the park as multiple rental groups have inquired about outfield fences at Bicentennial Park. It is also our most requested and most used park when it comes to ball diamond permits as it plays host to numerous local baseball and softball organizations in addition to hosting multiple tournaments each year.

The Engineering Department prepared specifications and an advertisement for bids was placed Sunday, January 17, 2021, on the MITN website. Seven (7) 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:

Company	Bid Total
Future Fence Company	\$48,230.00
Jaffco, INC.	\$51,944.00
Industrial Fence	\$56,461.20
Motor City Fence Co.	\$62,313.20 (\$62, 320.00 as read)
Genoa Contracting, LLC	\$70,500.00
Nationwide Construction Group	\$73,400.80
Anglin Civil, LLC	\$77,498.20 (\$77,490.00 as-read)

RECOMMENDATION

We ask Council to award the project in the amount of \$48,230 to the low bidder, Future Fence Company, 23450 Regency Park Drive, Warren, MI 48089. 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

Budgeted funds are available in account no. 401-000-974-000.

ATTACHMENTS

1. 2021 Bicentennial Park Outfield Fencing Installation

APPROVED BY



Ted Davis, CPRP, Directory of Parks

Date: February 09, 2021



Michael Slater, Finance Director

Date: February 23, 2021



Maureen Miller Brosnan, Mayor

Date: February 26, 2021

Bicentennial Park Outfield Fencing Installation

Bid Summary – Tuesday, February 2, 2021

1. Future Fence Company	\$ 48,230.00
2. Jaffco, Inc.	\$ 51,944.00
3. Industrial Fence	\$ 56,461.20
4. Motor City Fence Co.	\$ 62,313.20*
	(\$62,320.00 as-read)
5. Michigan Fence Outlet	\$ 67,380.00
6. Genoa Contracting, LLC	\$ 70,500.00
7. Nationwide Construction Group	\$ 73,400.80
8. Anglin Civil, LLC	\$ 77,498.20*
	(\$77,490.00 as-read)

*Total as Corrected by Engineering Dept.

FORM OF PROPOSAL for BICENTENNIAL PARK OUTFIELD FENCING INSTALLATION

Bid of Future Fence Company hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as a Corporation *.

* 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.

1

Addendum Date

1/26/21

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.	\$ 680.00	\$ 680.00
2	Place 6' High, Galvanized Chain-Link Fencing (Includes Fabric, Posts, top and Bottom Rail)	1,640	l.f.	\$ 26.25	\$ 43,050.00
3	Restoration (Includes 3" Top-Soil, Seed, Mulch and Fertilizer)	500	s.y.	\$ 1.00	\$ 500.00
4	Inspector Days (based on 8 hrs/day) (minimum 8 days)	8	days	\$ 500.00	\$ 4,000.00
TOTAL ESTIMATE				\$ 48,230.00	

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.

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: Future Fence Company

Address: 23450 Regency Park Dr. Phone: 586-825-9110
Warren, MI 48089

Number of years operating under your present name: 42

General nature of work performed by your company: fencing, railings,
and concrete screen walls.

Background and experience of the principal members of your organization including officers: We have over 40 years of
experience in the industry and are
the biggest company of our type in
the state.

Major equipment available for this contract: Skid steer

STATEMENT OF QUALIFICATIONS

Project Title: Lineda Park Public Schools

Client: McCarthy & Smith

Contact Person: Ashley Roberts Phone: 268-427-8400

Contract Amount: \$13,600.00

Start Date: 1/23/2019 Completion Date: 8/16/2019

Project Description: (319) LF of 4'H Black Vinyl Chain
Link Fence w/ (1) 8'W x 4'H Swing Gate (double)
and (2) 9'W x 4'H double swing gates.

Project Title: _____

Client: _____

Contact Person: _____ Phone: _____

Contract Amount: _____

Start Date: _____ Completion Date: _____

Project Description: _____

Form Completed by: Brian Landry / Estimator

Name - Title

Brian Landry

Signature

2/2/2021

Date

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA DOCUMENT A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Future Fence Company
23450 Regency Park Dr
Warren, MI 48089

as Principal, hereinafter called the Principal, and

Merchants Bonding Co. (Mutual)
P.O. Box 14498
Des Moines, IA 50306-3498

A Corporation duly organized under the laws of the State of IA as Surety, Hereinafter called the Surety, are held and firmly bound unto

City of Livonia Parks & Rec Dept
15100 Hubbard Rd, Livonia, MI

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

5% of the accompanying bid Dollars (\$-----5%-----),

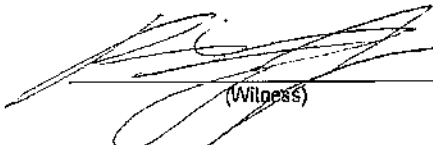
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

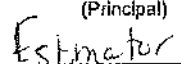
WHEREAS, the Principal has submitted a bid for

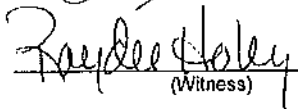
Bicentennial Park

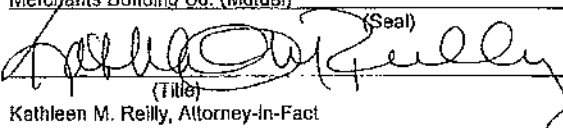
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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


(Witness)

Future Fence Company
(Principal) (Seal)

Estimator
(Title)


(Witness)

Merchants Bonding Co. (Mutual) (Seal)

(Title)
Kathleen M. Reilly, Attorney-in-Fact

FF FUTURE FENCE COMPANY

PROPOSAL 21-0175

TO: City of Livonia Parks and Rec Dept.

PROJECT: Bicentennial Park

15100 Hubbard Rd.

LOCATION: Livonia, MI

Livonia, MI 48154

ATTN: Enna Bachelor

PHONE: 734.466.2275

DATE: February 2, 2021

FAX:

SCOPE OF WORK:

E-MAIL: ebachelor@ci.livonia.mi.us

QTY	DESCRIPTION	COST
1	Mobilization Lump Sum Mobilization	\$680.00
1640	6'H Chain Link Fence Linear Feet of 6'H Galvanized, Commercial-Grade Chain Link Fence with Top and Bottom Rails Unit Price: \$26.25 /L.F.	\$43,050.00
500	Restoration Square Yards of Restoration - Includes 3" Top Soil and THM Seed Unit Price: \$1.00 /S.Y.	\$500.00
8	Inspector Days Chargeable Inspector Days Unit Price: \$500.00 /Day	\$4,000.00
Notes: 1% Bond Not included Specs Conflict. Quoted SS40 Pipe and Aluminized Chain Link Mesh. Professional Survey for Layout by Others. Line Posts to be Driven. Traffic control and devices by others. Removals by others. Posts augured through dirt. Hand dig, soft dig, pavement coring extra No wage requirements included in this proposal Material, description, and quantities are subject to verification prior to contract award. Grounding, bonding, and testing by others Permit not included, additional if required.		

We propose to furnish material and/or labor, complete in accordance with the plans and specifications, except as noted above, including tax if applicable, for the sum of:

\$48,230.00

ESTIMATOR: Brian Landry, Estimator

Direct Line

586-825-9110

Email:

brianl@futurefencecompany.com

NOTE: This proposal may be withdrawn by us if not accepted within 15 days. Future Fence reserves the right to revise our pricing based on documents not in possession at time of bid. This includes but is not limited to drawings, specifications, addenda and contracts.

CONDITIONS: Unforeseen digging conditions such as, but not limited to: old building foundations, excessive brick or rocks, unstable soil which collapses and hand digging more than 5 holes are subject to additional charges.

Future Fence Company is not responsible for damage to private utilities. This includes site electric, irrigation, gas and other private utilities that may be present. Owner to locate private utilities or additional cost upon request.

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment Terms: Net 30 days unless otherwise noted.

Signature: _____

Date: _____

Printed Name: _____

23450 REGENCY PARK DRIVE WARREN, MICHIGAN 48089

586-755-0900 PHONE / 586-755-7456 FAX

www.futurefencecompany.com

K:\estimating\21-0175: Prop S

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 8, 2021**

Meeting was called to order via Zoom remote technology at 8:38 p.m. by President Kathleen McIntyre. Present: Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovan (Deployed); Jim Jolly (Livonia, Michigan); Cathy White (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

6) AWARD OF BID: Department of Parks and Recreation, re: removal and replacement of lap pool decking, gutters and drains, from budgeted funds.

Stephanie Manoogian, Aquatics Coordinator, presented this request to Council. She stated they are looking for approval to from budgeted funds to have their lap deck removed and with new coating and to replace the gutters and drains. This project will match the esthetics of the leisure pool and carry over that color scheme. This is not bringing the same type of flooring that we used in the leisure pool area, this is going to be a concrete coating instead.

Councilmember Jolly stated that he has spent the majority of Saturdays since the Rec Center has reopened at swim lessons, both in the leisure pool and the lap pool and it is noticeable how much the decking on the lap pool side is in need of replacement. I think everything is in good order in terms of the proposal here, and it would be a missed opportunity if I didn't compliment Stephanie and her people and the entire Aquatics team at the Rec Center as well. They're doing a fabulous job all the way around and it's a great experience as well, they deserve a lot of credit and I'm happy to support this on Consent.

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Parks and Recreation February 22, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Ann Cox, Program Supervisor

AGENDA ITEM

AWARD OF BID: Department of Parks and Recreation, re: removal and replacement of lap pool decking, gutters and drains, from budgeted funds

BACKGROUND

The Department of Parks and Recreation is undertaking a project during 2021 to remove and replace our existing Lap Pool Decking, Gutters, and Drains. The current decking, gutters, and drains are in poor condition. We conducted thorough research regarding the type of deck coating that would replace our current and allow the option to match the aesthetic in the Leisure Pool.

Specifications for decking were prepared by the Department and posted to the MITN website on Monday, November 30, 2020. One bid was submitted by Motor City Floors and Coatings and opened in the presence of the bid committee at 2 p.m. on January 5, 2021.

Specifications for gutter and deck drain replacement were prepared by the Department and posted to the MITN website on Wednesday, January 27, 2021. One bid was submitted by Motor City Floors and Coatings and opened in the presence of the bid committee at 2 p.m. on February 9, 2021.

Work will likely be performed over a three-week shutdown at the end of July and early August 2021.

For Council's review is the bid tabulation:

Item Description	Bid price
Deck Removal	\$18,850
Deck Coating	\$41,919.50
Deck Drains	\$11,275
Gutters	\$27,565
Total:	\$99,609.50

RECOMMENDATION

We recommend that City Council authorize the Mayor and City Clerk to execute a contract in the amount of \$99,609.50 with the sole bidder, Motor City Floors and Coatings, 46101 Grand River Ave, Novi, MI 48374.

FISCAL CONSIDERATION

Sufficient funds have been budgeted in 208-755-971-000.

ATTACHMENTS

1. 2021 Lap Pool Decking and Gutter Reno

APPROVED BY



Ted Davis, CPRP, Directory of Parks

Date: February 22, 2021



Michael Slater, Finance Director

Date: February 22, 2021



Maureen Miller Brosnan, Mayor

Date: February 26, 2021

FORM OF PROPOSAL
City of Livonia
Lap Pool Gutter & Deck Drain Replacement

Bid of Lap Pool Gutter & Deck Drain Replacement hereinafter called
Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business
as
MotorCity Floors and Coatings *

* 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 City of Livonia, 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 work may be awarded per item number.

Item No.	Item Description	Total Price (\$)	Warrantee	# of Days to complete Item
1	Deck Drains- Natre GPM Grating System	\$11,275.00	3	5
	Alternate:			
2	Gutters- Natre GPM Grating System	\$27,565.00	3	5
	Alternate:			

FORM OF PROPOSAL
City of Livonia
Lap Pool Decking

Bid of MotorCity Floors and Coatings hereinafter called
Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business
as MotorCity Floors and Coatings *.

* 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 City of Livonia, 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 work may be awarded per item number.

Item No.	Item Description	Total Price (\$)	Warrantee	# of Days to complete Item
1	Deck Removal	\$18,850.00	5 years	3
2	Option 1- Concreate Coating using Polyurea base coat and Polyaspartic top coat	\$41,919.50	5 years	3
	Alternate:			
3	Option 2- Natare NataDek			
	Alternate:			
4	Deck Drains- Natare GPM Grating System			
	Alternate:			
5	Gutters- Natare GPM Grating System			
	Alternate:			

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 8, 2021**

Meeting was called to order via Zoom remote technology at 8:38 p.m. by President Kathleen McIntyre. Present: Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovan (Deployed); Jim Jolly (Livonia, Michigan); Cathy White (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

7) AWARD OF CONTRACT: Department of Parks and Recreation, re: Greenmead Master Plan, ~~from budgeted funds.~~

Ted Davis, Superintendent of Parks and Recreation, presented this request to Council. He stated they are looking to award the Greenmead Master Plan Project to Wade Trim. This was a project that was undertaken with the assistance of the Planning Department along with our Historic Commission and Parks and Recreation staff. We were lucky enough to have a large and diverse steering committee that weighed in on these interviews. We did interview four firms for this project with Wade Trim being our preferred vendor for this. We're looking forward to a great product. This project was talked about prior to budget or during the budget process, it was not budgeted. We have moved around some money in our Parks and Recreation Capital Projects list and we have also solicited funds from the Historic Trust Fund with the approval of the Historic Commission. So we do have sufficient funds for this project, but it was not a budgeted project even though it was discussed prior to the budget being finalized.

Councilmember Jolly stated that both he and Vice President Bahr and Councilmember McCullough and some representatives from the Historical Commission and the Parks and Rec Commission, along with the appropriate staffers did spend the better part of a Friday a few weeks ago hearing the four proposals. The reason that I believe that Wade Trim is an appropriate choice here is because they really provided us with an effort to fully utilize the site while making it engaging but also really recognizing and enhancing the historical significance in how we utilize it as well. One of the things that was kind of setting Wade Trim apart was the fact that they went so far as to include an historical archivist on their team to help us with not only the buildings themselves but to kind of put together a cataloging system and to kind of recognize what we need and what we have out there, not only the buildings themselves but rather the chattels, the smaller possessions inside the buildings to fully display the history, and to also put together policies to kind of direct what we accept in terms of donations and what we look for out of donations going forward as well. It was just really altogether a well-run proposal that they put forth. We had some other good proposals as well but I believe this was the best one. It was a great effort led by Mr. Davis and I think this is really the next step in terms of fully utilizing Greenmead for what it is and what it can be. And this does not, this isn't really anything that's going to change a whole lot in terms of

what we're accomplishing other than making it more engaging, more usable, and kind of really shoring up what we have out there and having a plan to do so.

Councilmember McCullough stated that everything that Councilmember Jolly said are the same sentiments that he has. Another thing that made Wade Trim jump out was the community engagement factor. They're going to be using a lot of the budget I know was to really figure out what the community wants to see with the site. I'm super pumped up about seeing this go through. Greenmead is Livonia's secret place that has all the possibilities and I know coming out of this, this will have the professional direction to really take Greenmead to the next level. So it's an exciting time, thank you everybody involved, and hopefully looking forward to getting this plan underway.

Councilmember Toy thanked the Council people who were involved and stated this site is a jewel in our community and really needs to be shined up, if you will, a bit more. And I think with this kind of effort it will be and I look forward to hearing about it, seeing it, and seeing it be very successful. Thanks for all the work you guys have done on it; I appreciate it.

President McIntyre asked Davis if the Master Plan get into the level of detail of how historical accuracy is defined and observed at Greenmead? The Christmas light display, was a huge success, got a lot of great feedback. I did get a considerable number of phone calls from people who did not feel that the decorations were consistent with the historical aspect of Greenmead. So, to what level of detail regarding appealing to the historical nature of Greenmead is the Master Plan going to get into?

Davis replied he thinks they're going guide, at Wade Trim I expect to guide our process through which commissions, whether it be Historic Preservation, Historical Commission, along with residents, kind of steer where they want to see programming and where they want to see amenities that are appropriate at that park. Certainly, I don't think anyone would recommend a carnival there, but there are a number of activities and things that go on in a park that are not historically accurate. We drive cars there. That wasn't historically accurate for the Village. I mean I think it depends on where you want to draw a line and that's probably more of a policy type decision as opposed to a Master Planning type decision. I think if we're so rigid in our dogma of only historically accurate things can be there, we're going to be very limited in what we can do. Certainly, we want to respect the history that Greenmead represents, but at the same time we do want to bring it to life and showcase that facility for younger generations and families to enjoy. So there's going to have to be a little bit of flexibility in our mindset, I believe, but yes, I do believe Wade Trim will help us identify appropriate events and activities for that site.

President McIntyre stated she hears a lot from her colleagues and from Parks & Rec about wanting this very much like Greenfield Village and as you know, Greenfield Village does work very hard to adhere to things that are keeping with the period of the Village. We're not going to put candles; Greenfield Village doesn't put lit candles on Christmas Trees because obviously there's a tremendous danger there. So you do make adjustments for safety and practicality and to your point, we're not going to require people to ride horses and walk and ride the old fashioned giant wheeled

bicycles to Greenmead. But I do think as we move forward with that, it is important for us to think about what we're trying to do with the historical aspects of Greenmead. Because we do have a lot of other areas in the City and parks where we don't have those sorts of – it's not a historical site. Thank you, that was very helpful. She then thanked the Council members who gave up an entire day of interviews and joining Mr. Jolly and members from the other commissions, it was extremely helpful and I think very beneficial to the citizens and to all of your colleagues to have the three of you involved in the interviews, so thank you, and thank you, Ted, for heading that up.

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Parks and Recreation February 22, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Ann Cox, Program Supervisor

AGENDA ITEM

AWARD OF CONTRACT: Department of Parks and Recreation, re: Greenmead Master Plan.

BACKGROUND

The Historical Commission respectfully requests your concurrence with the award of contract for the Greenmead Master Plan.

Parks and Recreation staff have solicited proposals for a master planning process for the Greenmead Historical Park. The master plan will be the first complete planning project for the park site since 1977 and is an opportunity to chart our future for Greenmead.

Specifications were prepared by the Department with input from Planning, Historic Preservation, and the Historical Commissions. An advertisement for proposals was placed on Sunday, December 6, 2020, in the Livonia Observer and the MITN website. Six proposals were received and opened in the Bid Committee's presence at 2 p.m. on January 5, 2021. After staff review of the proposals, four firms were invited for an in-person presentation and follow-up questions. Below, for Commission's review, is the bid tabulation for all six firms. The first four firms were interviewed by the committee.

Firm	Bid Amount
Lord Aeck Sargent	\$75,235
Wade Trim Associates, Inc.	\$79,500 + \$3,750 Site Survey
McKenna & Associates, Inc.	\$98,800
Johnson Hill Land Ethics Studio	\$59,740
ArtsMarket	\$78,000
Landscape Architects and Planners, Inc.	\$69,528

RECOMMENDATION

We recommend that City Council authorize the Mayor and City Clerk to execute a contract in the amount of \$83,250 with Wade Trim Associates, Inc., 500 Griswold St., Suite 2500, Detroit, MI 48226.

This recommendation was the result of staff evaluating each proposal and a committee including

Parks and Recreation staff, Planning Dept., City Council, Historic Preservation Commission, Historical Commission, and Parks and Recreation Commission conducted interviews of the top four firms. Wade Trim provided examples of similar work, extensive public engagement in the master plan process, and the ability to give us a superior product for the future of Greenmead.

FISCAL CONSIDERATION

We request Council authorize an additional appropriation and expenditure from the unexpended fund balance of the Historical Trust Fund (270) in the amount of \$39,480. The balance of the project, \$43,770, is coming from budgeted funds in the capital projects fund, 401-000-971-000.

ATTACHMENTS

1. 2021 Greenmead Park Master Plan_Proposal_Wade Trim (compressed)

APPROVED BY



Ted Davis, CPRP, Directory of Parks

Date: February 25, 2021



Michael Slater, Finance Director

Date: February 25, 2021



Paul Bernier, City Attorney

Date: February 25, 2021



Maureen Miller Brosnan, Mayor

Date: February 26, 2021



/// REQUEST FOR PROPOSALS FOR MASTER PLAN DEVELOPMENT
FOR GREENMEAD HISTORICAL PARK
CITY OF LIVONIA RECREATION DEPARTMENT

SUBMITTED ONLINE VIA MITN WEBSITE
JANUARY 5, 2021



Wade Trim Associates, Inc.

500 Griswold Street, Suite 2500 • Detroit, MI 48226
313.961.3650 • www.wadetrim.com

January 5, 2021

City of Livonia Recreation Department
15100 Hubbard
Livonia, MI 48154

Re: Request for Proposals for Master Plan Development for Greenmead Historical Park

Dear Greenmead Master Plan Steering Committee:

Greenmead Historical Park is a tremendous historical and recreational asset that is currently underutilized by the broader Livonia and Metropolitan Detroit communities. We understand the importance of engaging prospective users to learn what they would like to see at Greenmead. Currently, a significant majority of the park programming is focused on historical events with other usage of the soccer fields, special events, and community gardens. We propose an intensive public participation process to help develop a multi-discipline approach to facility growth.

We will use the results of our robust public engagement efforts to inform the development of a Master Plan that respects the history found at the facility while developing a plan that can be implemented over the next 20 years with a goal of broadening usage at the facility. This work will build on the large-scale parks master planning projects that Wade Trim has completed in recent years. We have provided parks and recreation planning and design services to local municipalities and regional agencies throughout the State of Michigan. Members of the Wade Trim Team also have experience with the City of Livonia, including work at the Greenmead site.

Wade Trim Project Manager Arthur Mullen, AICP, offers a unique skill set combining historic preservation experience with expertise gained leading the public engagement process on master plans for numerous public bodies in Michigan. His historic preservation knowledge and heritage development and heritage tourism experience will enable the Wade Trim Team to envision concepts beyond the norm and communicate these with the steering committee and general public. Arthur is qualified as both a Historian and an Architectural Historian. Wade Trim will also provide landscape architecture, urban design, surveying/GIS, and QA/QC services on the project.

Subconsultant Thomas Roberts Architects (TRA) will provide building architectural and historic preservation services. TRA is a leader in preservation and the federal historic tax credit program in Michigan, having worked to preserve dozens of nationally recognized historic structures and sites with a portfolio that includes some of the most significant historical preservation work across the state, including Nankin Mills School at Greenmead Historical Park. Integrity Building Group will serve as Cost Estimator | Constructability Advisor. Integrity worked on the Simmons-Hill House Renovation and Perrinville School Relocation at the Greenmead site. Thomas Roberts and Integrity both bring additional experience in master planning. Sharon Carlson will round out the team as Archivist | Collections Specialist. Sharon will assist in the development of a curatorial plan including an accession/de-accession plan for the museum, general collections description, and collections plan.

City of Livonia Recreation Department
January 5, 2021

We acknowledge receipt of Addendum Nos. 1, 2, 3, and 4. Copies of our signed Addendum Nos. 3 and 4 Acknowledgments are included in the Appendix. We have uploaded our Project Price Proposal, including Fee Schedule, as a separate PDF.

It is important to leverage the heritage of Livonia to ensure future generations appreciate and understand the influences that have shaped their city. The Wade Trim Team brings the right mix of complementary expertise to assist you in the development of a Master Plan that will guide future utilization and rehabilitation of the significant historical structures and features of Greenmead Historical Park.

We look forward to discussing our qualifications with you. Please contact Arthur Mullen at 313.300.6440 or amullen@wadetrim.com with any questions you may have.

Sincerely,
Wade Trim



Arthur Mullen, AICP
Project Manager | Planner



Adam Young, AICP
Vice President



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/// ABOUT WADE TRIM

GENERAL FIRM DESCRIPTION

Wade Trim is a nationally recognized planning, landscape architecture, design, engineering, and surveying firm that helps municipalities develop practical and innovative solutions. Our multi-discipline character and collaborative approach to problem solving provide us with the necessary perspective to complete the City of Livonia’s Master Plan for Greenmead Historical Park.

Established in southeastern Michigan in 1926, Wade Trim has had an average of 450 planners, landscape architects, engineers, surveyors, construction inspectors, and other technical support staff over the last 5 years. We have 19 offices in 9 states, including 7 local offices in Michigan which enable ease of interaction with our client communities throughout the state. Detroit is Wade Trim’s principal place of business and the location of staff assigned to this project. Exhibit 1 lists Wade Trim’s office locations.

Services for the Greenmead Historical Park Master Plan will be provided from our principal place of business, the Detroit office. Arthur Mullen, AICP, will serve as Project Manager | Planner | Main Point of Contact. Arthur’s academic training and work experience in historic preservation, heritage development, and heritage tourism will guide the team. Through his 25 years as an urban planner, he also has extensive experience in managing public engagement efforts spanning from all of southeast and central Michigan to villages of less than 2,000 residents. His contact information is as follows:

Wade Trim Associates, Inc.
500 Griswold Street, Suite 2500
Detroit, MI 48226
313.456.8510 | amullen@wadetrim.com
www.wadetrim.com

Exhibit 1 Wade Trim Office Locations



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: Wade Trim Associates, Inc.

Address: 500 Griswold Street, Suite 2500 Phone: 313.961.3650

Detroit, MI 48226

Number of years operating under your present name: 54

General nature of work performed by your company: Wade Trim is a nationally recognized, multi-discipline planning, landscape architecture, design, engineering, and surveying firm.

Background and experience of the principal members of your organization including officers: Wade Trim has approximately 450 planners, landscape architects, engineers, surveyors, construction inspectors, and other technical support staff. We provide master planning, landscape architecture, parks and recreation design/planning, urban design, and streetscape design services.

List any projects performed for the City of Livonia in the last five (5) years :

Year	Department	Description	Amount
2017	Livonia Housing Commission	Assisted in updating analysis of im-	\$5,000
		pediments to Fair Housing Choice for	
		Cities of Livonia, Redford, & Westland.	
2020	Department of Public Works	General architecture & engineering	N/A
		services contract (Thomas Roberts	
		Architects)	

/// BACKGROUND & SPECIALIZED EXPERIENCE

PLANNING & DESIGN

Wade Trim has a proven track record of helping clients shape their resources for future use and maximize the value of historical assets. We draw on diverse staff expertise to offer comprehensive planning, landscape architecture, design, and economic development solutions. In addition, our organizational structure provides a large resource base of modern support programs such as geographic information systems (GIS), a fleet of drones, and visual simulation software. A full list of our planning services is provided in Exhibit 2.

Through innovative and proactive design solutions, Wade Trim has worked with cities, townships, and villages to help preserve an existing place or create a new sense of place. We use a variety of planning and regulatory tools including site and architectural design guidelines as well as specific design plans. We are equipped to help create the framework that fits your community’s values and development vision. Just as important as our technical expertise is our ability to coordinate with multiple stakeholders. This participation process begins at the initial stages and continues throughout the project to garner support and buy-in. We use a variety of public engagement techniques including visioning, walking tours, and interviews.

Our team members are skilled in presenting information to inform and educate. Our tools to disseminate project information include brochures, newsletters, presentations, signage, as well as printed and digital communications in easy-to-understand diagrams and illustrations. A range of graphic techniques clearly communicate concepts and solutions. We bring knowledge of applicable laws and regulations related to economic development and land use planning throughout Michigan. Our ability to synthesize vast amounts of data and information into an organized and cohesive product facilitates implementation of the deliverables.

Wade Trim has extensive experience orchestrating the public engagement processes as a part of our municipal master planning efforts—for communities that range in size from a few hundred to tens of thousands.

Exhibit 2 Wade Trim Planning Services

Community Planning & Visioning

- » Comprehensive/master planning
- » Day-to-day planning services
- » Form-based codes
- » Historic preservation
- » Neighborhood planning
- » Parking and circulation analysis
- » Parks and recreation planning
- » Public engagement
- » Strategic planning and visioning
- » Transportation and corridor planning
- » Zoning and land use regulations

Urban & Environmental Design

- » 3D modeling and visualization
- » Campus master planning
- » Complete street design
- » Environmental impact studies/assessments
- » Habitat restoration and mitigation
- » Natural resources protection/regulations
- » Resource inventory and planning
- » Streetscape design
- » Waterfront and greenway planning

Sustainability

- » Climate action planning
- » Emergency management plans
- » Equity planning
- » Green infrastructure planning and design
- » Low impact development
- » Renewable energy regulations
- » Tree surveys
- » Vulnerability assessments

Community & Economic Development

- » Capital improvement planning
- » Consolidated and action planning
- » Downtown redevelopment
- » Federal programs management
- » Funding/grant writing
- » Market studies
- » Redevelopment and brownfield planning
- » Tax increment finance planning

WORKING WITH HISTORICAL SITES

Project Manager Arthur Mullen, AICP, is qualified as both a Historian and an Architectural Historian per the federal requirements found at 36 CFR 61. Arthur previously served as Interim Planning Manager for the City of Pontiac, MI. A majority of his planning activities in Pontiac involved serving as staff to the Historic District Commission, Planning Commission, and Zoning Board of Appeals. His skills in historic preservation, heritage planning and development, grant writing, marketing, and media will inform his efforts to develop a transformative plan for Greenmead Historical Park.

In addition, subconsultant Thomas Roberts Architects (TRA) was brought on-board for their expertise in building architectural and historic preservation. TRA is one of the state's expert firms in preservation and brings extensive knowledge of the federal historic tax credit program. Thomas Roberts, AIA, and Nichole McNamara, AIA, are both Registered Architects as well as Certified Historic Architects. Their experience includes master planning and design for more than two dozen properties listed on the National Register of Historic Places or serving as a contributing resource to a National Historic District.

Additional details of our team members' credentials appear in the Project Personnel section which begins on the following page. A description of how our team works together can be found in the Project Approach section on pages 27-28.

LANDSCAPE ARCHITECTURE

Wade Trim has provided parks and recreation planning and design services to local municipalities and regional agencies throughout the State of Michigan, including Elizabeth Park in Trenton, Railroad Square in Kalkaska, and Campus Park in Brownstown.

We work with public and private clients to develop plans and designs for parks, historical sites, trails, and open spaces that capture the desires and vision of a community, yet are implementation-oriented and realistic.

Our planners and landscape architects are able to draw on the expertise of Wade Trim's civil engineers, environmental engineers, GIS experts, funding specialists, and other related disciplines to facilitate a comprehensive design solution.

Our services for parks and recreation clients include:

- » Master planning
- » Park design and construction
- » Community resource inventories
- » Stakeholder engagement
- » Needs assessments
- » Rehabilitation of historic structures
- » Future land use/site planning
- » Capital improvement programs
- » Grant writing
- » Surveying and geographic information systems
- » Open space planning
- » Landscape architecture
- » Trail planning, design, and construction
- » Environmental planning
- » Sports facility design

SURVEYING

Wade Trim's licensed professional surveyors are pre-qualified to perform surveying for federal, state, and county land surveys and have participated in remonumentation efforts in several counties in Michigan.

Our surveying services include topographic mapping, aerial imagery, orthogrammetry, construction staking, boundary and control, drafting of legal descriptions and easement documents, plat preparation, establishing lot corners, and legal boundaries. We invest in instrumentation and software, including laser scanning, to stay current with the industry. Laser scanning improves accuracy and safety during data acquisition, making it easier to collect as-built data. Deliverables can be customized as AutoCAD 2D and 3D drawings, Digital Terrain Models, modeled elements, and a wide variety of ASCII formats.

We've included additional thoughts on the use of surveying in the Project Approach section on page 30.

/// PROJECT PERSONNEL

KEY STAFF

The Wade Trim Team will be led by our Project Manager | Planner, Arthur Mullen, AICP. Arthur will lead the assessment of existing conditions and the public engagement process. He will work with the City of Livonia to develop a clear and inspiring mission/vision for the project and manage all resources to realize the project’s goals and objectives. In addition to Arthur’s qualifications in historic preservation, his experience includes master planning, parks and recreation planning, technical site plan reviews for municipal clients, heritage planning and development, grant writing, marketing, and media.

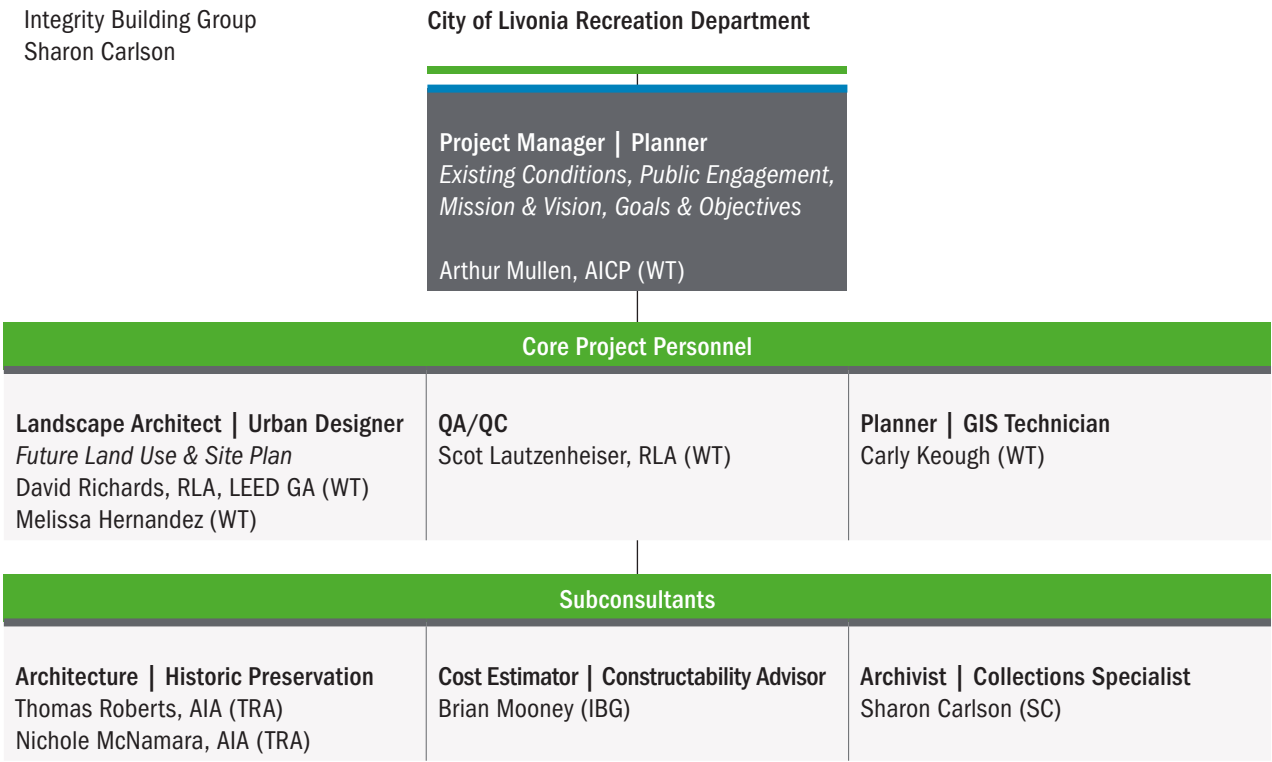
David Richards, RLA, LEED GA, will serve as Landscape Architect | Urban Designer. David will be responsible for optimizing future land use and the site plan. He has experience with master planning, rehabilitation of historic sites, and parks and recreation projects. Melissa

Hernandez will support David as Landscape Architect | Urban Designer. Scot Lautzenheiser, RLA, will provide QA/QC. Scot offers strong technical skills in site planning and design, parks and recreation planning, and integration of design issues and client vision. Carly Keough will serve as GIS Technician and provide planning support. Details of our team members’ qualifications and experience are included in their resumes, which begin on page 7. The organizational chart in Exhibit 3 summarizes our key staff personnel.

Wade Trim’s deep bench of planners, landscape architects, engineers, surveyors, construction inspectors, and other technical support staff across our seven local offices in Michigan allow us to sustain any loss of personnel without adversely affecting City of Livonia projects.

Exhibit 3 Organizational Chart Showing Key Staff Personnel

- WT Wade Trim
- TRA Thomas Roberts Architects
- IBG Integrity Building Group
- SC Sharon Carlson



SUBCONSULTANTS

Thomas Roberts Architects

Thomas Roberts Architects will provide support on building architectural and historic preservation. Since its inception in 2009, TRA has synthesized planning, urban design, historic preservation, adaptive reuse, and economic development strategies for both the redevelopment of stand-alone buildings and the revitalization of downtown districts. TRA is also a pioneer in the community engagement process, educating the public on the importance of quality design and the critical need for investment in visionary and transformative public projects.

As one of the state's expert firms in preservation and the federal historic tax credit program, TRA has worked to preserve dozens of nationally recognized historic structures and sites with a portfolio that includes some of the most significant historic preservation work across Michigan, including Nankin Mills School at Greenmead Historical Park.

TRA repeatedly demonstrates that restored local landmarks, once considered “white elephants,” can become anchors and actively contributing resources to traditional downtowns.

TRA works with clients to understand their current and future needs working in tandem to create a vision that includes funding, phasing, and redevelopment strategies to turn that vision into a reality. The hallmarks of the firm are the direct involvement of its leadership in all projects, commitment to design, preservation excellence, and attention to detail. TRA's historic preservation experience includes the Hamtramck Façade Grant Program, Christ Church Detroit, Alvah N. Belding Memorial Library, Detroit Golf Club, Franklin Hills Country Club, Ste. Anne de Detroit, Tibbits Opera House, and Mehlhose Ice Cream Building. The firm has also provided master planning services for the Flat Rock Historic Museum Campus, Argonaut Building, Michigan Theater Jackson, Great Lakes Maritime Academy, Detroit Yacht Club, Immaculate Heart of Mary Campus, Pewabic Pottery Campus, as well as Saints Peter and Paul Jesuit Church.

Integrity Building Group

Integrity Building Group will serve as Cost Estimator | Constructability Advisor. Founded in Detroit in December 2011, Integrity is a full service construction manage-

ment and architectural firm specializing in adaptive reuse/renovation and historic restoration projects throughout southeastern Michigan.

Integrity brings a familiarity with the Greenmead site, having worked on the Simmons-Hill House Renovation and Perrinville School Relocation.

In addition to their work at Greenmead Historical Park, Integrity has provided services on numerous historically significant projects, including the Grand Army of the Republic Renovation in Detroit, Ulysses S. Grant House Relocation, Detroit Music Hall Renovations, Fisher Mansion Repair Work, Detroit Towers Facade Renovation, Christ Church Repairs & Maintenance, Pewabic Pottery, Wright & Co. Restaurant, Mehlhose Facade Renovation (Wyandotte), and Keyworth Stadium Renovation (Hamtramck).

Sharon Carlson

Sharon Carlson will serve as Archivist | Collections Specialist. She will assist in the development of a curatorial plan including an accession/de-accession plan for the museum, general collections description, and collections plan.

Sharon brings 30 years of experience working with historical collections held by nonprofits, historical societies, and libraries. She is a certified archivist (CA) and holds advanced degrees in library science and history. As the head of Western Michigan University's Archives and Regional History Collections (1995-2020), she was involved in planning the Zhang Legacy Collections Center at Western Michigan University and oversaw the move of a 30,000 cubic foot collection into the state-of-the-art Zhang Legacy Collections Center in 2013. She has worked with numerous historical societies and organizations in Michigan to develop procedures for working with historical resources. She has taught archival administration at the college level and basic archival methods to historical societies and individuals.

Experience working with the extensive collections at Western Michigan University archives will guide Sharon's development of the important historical collections planning at Greenmead.

ARTHUR MULLEN, AICP

PROJECT MANAGER | PLANNER



EDUCATION

- » MS, Historic Preservation, Columbia University
- » BA, History, Hamilton College

REGISTRATION

- » American Institute of Certified Planners (AICP)
- » Historian and Architectural Historian

QUALIFICATIONS

- » Experience with master planning, parks and recreation plans, and technical site plan reviews for municipal clients
- » Skills include historic preservation, heritage planning and development, grant writing and management, business attraction and retention, marketing, and media

REPRESENTATIVE PROJECT EXPERIENCE

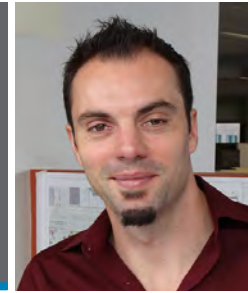
- Planning Services, Pontiac, MI. Served as the acting Planning Manager for the City of Pontiac with responsibility for managing all of the City's day-to-day planning needs including completing site plan reviews and serving as staff to the Historic District Commission, Planning Commission, and Zoning Board of Appeals. Ensured a smooth transition back to City staff from Wade Trim's service during Pontiac's restructuring.
- Master Planning Services, Various Locations, MI. Provided recreational planning services for Milford Township, Blair Township, and Algoma Township including identifying community desires and needs for the next five years and opportunities for funding. Planner assisting Weldon Township in revising a joint master plan with adjoining communities to become their independent land use planning document. Prepared survey work for community engagement for residents of Millington Township and assisted in drafting new portions of their master plan including transportation and implementation/action plan sections.
- Community Recreation Plan, Caseville Harbor Commission, Caseville, MI. Served as the Project Manager for the preparation of a community recreation plan for Caseville, Caseville Township, and the Caseville Harbor Commission that meets M-DNR Recreation Plan standards.
- Master Plan Update, Village of Goodrich, MI. Serves as the Project Manager for the preparation of an update to the Village of Goodrich's existing master plan, including adding two new community profile sections for Housing and Economy. Public engagement included comment cards and surveys.
- Non-Motorized Planning, City of Durand, MI. Led effort with the City of Durand to develop a city-wide non-motorized transportation plan that will guide development of bike paths, bike lanes, multi-use paths, and sidewalks within the City and ensuring that this network will connect with adjoining communities and destinations.
- Current Planning, Various Locations, MI. Planner providing site plan reviews for a number of Wade Trim's clients, including Durand, Gibraltar, and Harrison Township. These site plans include special land use approval reviews as well as providing zoning ordinance language to regulate solar energy farms in Atlas, Gaines, and Summerfield Townships.
- Van Born Road Corridor Improvements, Planning Implementation Framework, Dearborn Heights and Taylor, MI. Assessing the land use and zoning issues that hinder the redevelopment of the Van Born Road commercial corridor. Developed suggested alternatives in six general planning categories that would create an environment that leverages proposed public-sector streetscape investments. The planning concepts would create a conducive environment for significant private sector investment along the corridor.
- Kayak Consulting, Detroit and Grosse Pointe Park, MI. President. Provided a variety of planning, preservation, media, and development consulting services for several organizations. Served as a part-time planning consultant for a Detroit area urban planning firm, including current and long-range planning. Completed National Register nomination of a commercial

building to support its redevelopment. Directed community development and planning services for a local municipality. Successfully wrote grants for multiple clients from several funding sources.

- Van Buren Township Planning and Economic Development Dept., Van Buren Township, MI. Director. Directed all planning, zoning, economic development, building, and environmental activities for one of Detroit's fastest growing urbanizing townships. Addressed a significant backlog of building plan reviews in a timely and cost-effective manner. Implemented a paper-less application and record retention system. Negotiated with four developers to restart developments in dormant and unfinished subdivisions. Initiated two projects to eliminate the backlog in unexpended Community Development Block Grant funds. Utilized technology to update permit processing, enabling inspectors to work efficiently from the field, and posting new information onto the web. Attracted Menards, Costco Depot, and Constellation into the township and met their aggressive approval deadlines.
- Mount Clemens Downtown Development Authority, Mount Clemens, MI. Executive Director. Managed a broad spectrum of development-focused activities designed to support investment in Macomb County's only midrise downtown district. Reviewed and refreshed the extensive special events calendar to ensure the quality of the visitor experience which supported the DDA's redevelopment agenda. Managed multiple non-profit organizations, directed their efforts, and handled their reporting requirements. Managed the development of a GIS database for the entire city. Directed media messaging across all print and web outlets about the downtown on a variety of topics including writing more than 50 news releases per year as well as developing and maintaining print, TV, and radio media contacts. Developed information libraries to support development opportunities. Created two standing committees to improve communications with and between downtown businesses. Utilized project management skills to bring the Downtown Mount Clemens Wayfinding project from concept through design to installation while garnering approvals from various governmental agencies. Implemented a Regional Marketing Program that developed close contact with print, radio, web, and TV while ensuring that Mount Clemens garnered significant acquired media in the Detroit market.
- MotorCities National Heritage Area, Detroit, MI. Revitalization Programs Manager, Corridor Programs 2000-2004. Coordinated and implemented the Revitalization Program and heritage development while partnering with the Tourism Manager to develop written materials for the heritage area. Developed the 1,200 MotorCities Site Index, a ground-breaking cultural heritage database. Advocated with Congressional staff in Washington, DC regarding National Heritage Area federal appropriation. Assisted in the writing and editing of a large amount of written material, including newsletters, calendars, Top Eleven Endangered lists, and anniversary publications. Ensured public participation in the preparation of the heritage area's first General Management Plan, which covered much of southeast and central Michigan. Developed and managed the MotorCities Grants and Mini-Grants program, leveraging \$200,000 into more than \$1 million in new auto heritage programming.
- Planning and Development Department, Development Division, Detroit, MI. Team Leader/Principal City Planner, Senior Planner, Intermediate Planner. Managed four staff, provided range of project facilitation services to for- and non-profit developers, liaised with a variety of City departments, and conducted development finance work. Successfully managed development finance work with use of CDBG, Bond, UDAG, and Section 108 loans along with preparing grant applications to multiple funding sources. Facilitated projects through every major City review including the preparation of a new development plan.
- Zachary and Associates, Detroit, MI. Historic Preservation Consultant. Served as office preservation consultant to Development Finance and Urban Planning firm. Researched and wrote developmental history of Detroit's Cass Corridor, which has led to four National Register districts. Began the Section 106 Review of the Brush Park Phase 1 project.

DAVID RICHARDS, RLA, LEED GA

LANDSCAPE ARCHITECT | URBAN DESIGNER



EDUCATION

- » BA, Landscape Architecture, University of Oregon

REGISTRATION

- » Registered Landscape Architect: MI
- » LEED Green Associate

QUALIFICATIONS

- » Landscape architecture experience includes master planning, rehabilitation of historic sites, parks and recreation, riverfront enhancements, and college campus improvements
- » Expertise in urban planning, architecture, history, culture, and sustainable communities
- » Proficient in AutoCAD, GIS, and Adobe Creative Suite as well as Google Sketchup and Lumion 3D rendering software programs

REPRESENTATIVE PROJECT EXPERIENCE

- Flint Riverfront Restoration Plan, Genesee County Parks & Recreation, Flint, MI. Landscape Architect for the planning and design of in-river and riverbank improvements including the redevelopment of Riverbank Park, a section of the Iron Belle Trail along the riverfront, and phases 3, 4, and 5 of Chevy Commons. This large-scale project is transforming the underutilized riverfront into a diverse recreational corridor with a vast array of public open spaces and habitat improvements. Park features include new pavilions, an observation tower, storm water marshes, ball fields, recreational trails, natural forested and open spaces, pedestrian bridges, river access, kayak and boat launches, and mixed-use development space.
- Railroad Square Master Plan, Village of Kalkaska, MI. Landscape Architect for the design of Railroad Square, an open space south of the iconic Trout Fountain and east of the existing railroad tracks. This comprehensive downtown public space is comprised of many program elements including a clock tower and plaza to serve as the gateway into downtown Kalkaska. On the east side of the railroad tracks, the wide open and stark, linear space will be transformed into a series of unique outdoor spaces.
- Lower Rouge River Greenway Plan, Wayne County Parks, Westland, MI. Landscape Architect responsible for project graphics and visual communication assistance. The Lower Rouge River Greenway Plan seeks to evaluate the feasibility of providing a non-motorized path network to connect six communities within the Lower Rouge River greenway corridor. The plan included a conceptual layout of safe, convenient, and functional non-motorized links across the greenway for pedestrians and bicyclists. This effort involved in-depth coordination between the neighbor communities along the Lower Rouge River and the project's client, Wayne County Parks. Efforts included working to secure funding for ongoing development of the corridor.
- Buffalo Ridge Trail Phase II, TART Trails, Inc., Traverse City, MI. Landscape Architect for a 1-mile extension of the Buffalo Ridge Trail, a vital part of the vast trail system in and around Traverse City. The preliminary design phase for this project included topographic survey, wetland delineation, trail centerline routing in the field, and stakeholder and public meetings. Working within the context of the land was critical on this project. Steep slopes, wetlands, safety concerns regarding the adjacent buffalo field, poor soils, and stream crossings were all considered during the trail routing. The final solution provides a sustainable and safe trail for the sensitive site while minimizing disturbance and maximizing user experience.
- Jordan Lake Trail, Lake Odessa, MI. Landscape Architect responsible for the design of a 600-foot-

long boardwalk on the north side of Jordan Lake. Narrow shoreline and road shoulder conditions required this boardwalk to be placed within the lake. Existing docks were integrated into the design and an overlook with benches was strategically placed along the boardwalk near Veterans Memorial Park, providing an area for respite and fishing access. Further east along the trail corridor, a 95-foot-long pedestrian bridge was designed to span Tupper Creek. AASHTO guidelines were used for the design of the boardwalk and bridge, including H-10 loading and 14-foot clear widths. The bridge was also designed to support a sanitary pipe routed directly underneath the bridge.

- Joy Road Green Infrastructure Improvement Plan, Joy-Southfield Community Development Corporation, Detroit, MI. Prepared renderings and diagrams for stormwater controls to manage runoff along Joy Road at three intersections in conjunction with a streetscape and water main replacement project.
- Ranney Park and Montgomery Drain, Lansing, MI. Landscape Architect for the transformation of an existing linear park into a naturalized stormwater and wetland park in Lansing adjacent to a large shopping center. This linear park is part of a larger network of sustainable stormwater improvements, including the transformation of the adjacent shopping center's parking lot via the incorporation of bioswales and rain gardens, and the large stormwater retention basins and wetland facilities at the neighboring Montgomery Drain project (formerly Red Cedar golf course). These transformations will provide key habitat for birds and animals, while treating and improving water quality before the water discharges to the Red Cedar River. A recirculation system will be critical to the project, continually recirculating the water through the basins and a series of water cascades and waterfalls. Pedestrian amenities such as trails, boardwalks, and overlooks will provide opportunities for wildlife viewing and passive recreation. The park's most iconic feature, the existing sledding hill, will be incorporated and enhanced to fit within the context of the naturalized stormwater park.
- Van Born Road Corridor Improvement Framework, Taylor, MI. Provided conceptual corridor improvement plan detailing streetscape, zoning, and redevelopment strategies for four-mile corridor bordering Taylor and Dearborn Heights. The strategies developed will address existing deficiencies in the physical streetscape, vehicular and non-motorized mobility, stormwater management using green infrastructure, and zoning and land use initiatives to encourage redevelopment of the corridor.
- Lansing Community College Landscape, Lansing, MI. Landscape Architect responsible for the design, renderings, and construction documents for various urban design projects throughout campus. Projects have included Parking Lot G and Lot 505/515 improvements as well as the South Mall and Amphitheater areas. These projects will improve vehicular and pedestrian circulation as well as improve the quality and aesthetics of the school's grounds.
- Grandvue Recreation and Activity Terrace, Grandvue Medical Care Facility, East Jordan, MI. Landscape Architect for conceptual design and layout of the outdoor Recreation and Activity Terrace designed to be an extension of the existing medical care facility. The design was driven by a focus on accessible spaces and providing opportunities for a wide array of outdoor uses. Accessibility was achieved through the use of special accessible tables and chairs as well as the accessible walking paths designed into the rolling terrain. Project components included strolling paths with a bridge, raised planter boxes, fruit and vegetable garden, barn-themed playground, two small orchards, seating areas, and aesthetically pleasing plantings that provide a therapeutic component to the outdoor space.
- Wilson Road Extension Construction Engineering, East Lansing, MI. Landscape Architect involved in planning and relocation of Wilson and Conrad Roads alongside recreational fields, train tracks, university offices, classrooms, and residence halls and the accompanying 528-car parking spaces. Teamed with MSU arborist to develop a design that integrates and preserves a large number of existing trees. Other design elements include stormwater management areas and re-working and connecting to the existing pedestrian path network.

MELISSA HERNANDEZ

LANDSCAPE ARCHITECT | URBAN DESIGNER



EDUCATION

- » BA, Landscape Architecture w/ Minor in Urban Planning, Arizona State University

QUALIFICATIONS

- » Experience with graphic renderings, construction documentation, landscape design, and trail design for urban design, planning, and parks projects
- » Highly knowledgeable in AutoCAD, Adobe Creative Suite, and Lumion

REPRESENTATIVE PROJECT EXPERIENCE

- Flint Riverfront Restoration Plan, Genesee County Parks & Recreation, Flint, MI. Assisted the Landscape Architecture team in the planning and design of in-river and riverbank improvements including the redevelopment of Riverbank Park, a section of the Iron Belle Trail along the riverfront, and phases 3, 4, and 5 of Chevy Commons. This large-scale project is transforming the underutilized riverfront into a diverse recreational corridor with a vast array of public open spaces and habitat improvements. Park features include new pavilions, an observation tower, storm water marshes, ball fields, recreational trails, natural forested and open spaces, pedestrian bridges, river access, kayak and boat launches, and mixed-use development space.
- Waterfront Park Shoreline Improvements, Harrison Township, MI. Assisted the design team with the initial layout. Focused on graphic renderings, showcasing various landscape design intents. Further improved visual communication of the proposed stone revetment and marsh edge and other significant elements within the landscape design. Created various site details and assisted with construction documentation.
- Ranney Park and Montgomery Drain, Lansing, MI. Assisted the Landscape Architecture team with a focus on the site and landscape design of Ranney Park. Assisted the project team with CADD layout.
- Arbutus Park #5 Preliminary Engineering, East Bay Township, MI. Assisted with the park design and layout. Responsible for the creation of graphic exhibits for community meetings, highlighting various aspects of the conceptual design. Assisted with the cost estimates.
- Chagrin River-Lake Erie Direct Tributaries Stormwater Master Plan Study (CHALET), Northeast Ohio Regional Sewer District, Cleveland, OH. Assisted on the stormwater landscape marsh design within a stretch of the canal, including the preparation of drawings and specifications. Was also responsible for creating professional perspective renderings to showcase overall design intent.
- Southeast Seminole Heights Flooding-Storm, Tampa, FL. Assisted the team on a progressive design-build for 2 miles of Stormwater Conveyance, including 5-foot-by-7-foot concrete box culverts. Pre-construction services include preliminary design report, public outreach, co-funding assistance, permitting, final design, utility relocations, geotechnical engineering, surveying, and preparation of GMP. PDR includes hydrologic and hydraulic stormwater modeling, route selection, green treatment elements, and tree audit. Responsibilities included assisting the project team with detailed isometric renderings of the design.
- Small Diameter Sewer Rehabilitation, Pittsburgh Water & Sewer Authority, Pittsburgh, PA. Created a variety of perspective and isometric graphics, showcasing landscape improvements, with the use of Lumion and Photoshop.

SCOT LAUTZENHEISER, RLA

QA/QC



EDUCATION

- » BS, Landscape Architecture, Michigan State University

REGISTRATION

- » Registered Landscape Architect: MI

QUALIFICATIONS

- » Diverse background in public and private sector projects, including site design
- » Comprehensive experience in parks and recreation, site planning, as well as trail and bikeway planning
- » Strong technical skills allow integration of design issues, client desires, and technical and budget constraints into innovative solutions under tight time constraints
- » Outstanding Park Design Award for Crego Park in Lansing, MI

REPRESENTATIVE PROJECT EXPERIENCE

- Flint Riverfront Restoration Plan, Genesee County Parks & Recreation, Flint, MI. Project Landscape Architect for the planning and design of in-river and riverbank improvements, including the redevelopment of Riverbank Park, a section of the Iron Belle Trail along the riverfront, and phases 3 and 4 of Chevy Commons. This large-scale project is transforming underutilized riverfront into a diverse recreational corridor with a vast array of public open spaces and habitat improvements. Also served as Landscape Architect for the master planning and Phases 1 and 2 construction of Chevy Commons converting a 60-acre portion of the former Chevrolet Plant site into an urban natural area. The park space will be converted to open grasslands, woodlands, and wetlands interlaced with trails linking with surrounding institutions, neighborhoods, and regional trails.
- Railroad Square Master Plan, Village of Kalkaska, MI. Project Landscape Architect for the design of Railroad Square, an open space south of the iconic Trout Fountain and east of the existing railroad tracks. A continuation of the streetscape design project, this comprehensive downtown public space is comprised of many program elements, including a clock tower and plaza to serve as the gateway into downtown Kalkaska. On the east side of the railroad tracks, the wide open and stark, linear space will be transformed into a series of unique outdoor spaces. All inherently connected, they will serve a variety of needs from the great lawn to serve large festivals to smaller “outdoor rooms” defined by a repurposed train car and landscaping, including green infrastructure such as porous pavement and bioswales. The variety within the spaces will serve the needs of the everyday user as well as events such as the farmers market. The unique design and location within downtown will allow for this space to become the main gathering destination as well as a hub for future pedestrian color tour departures on the rail line.
- Streetscape Design, Village of Kalkaska, MI. Project Landscape Architect for the design of the US-131 Streetscape in downtown Kalkaska between 3rd and 5th Street. This historic downtown required a complementary design which highlighted the historic buildings while providing a distinctive feel that ties the historic Trout Fountain to the adjacent streetscape. Dark sky compliant lighting, stamped concrete borders, angled concrete scoring, native tree species, traffic calming measures, decorative site furnishings, and ADA accessibility were design elements that collectively re-energize this restored historic downtown.
- Elizabeth Park Site Improvement Master Plan Update, Wayne County Parks Department, Trenton, MI. Landscape Architect for the waterfront pedestrian promenade, boat landing, natural shoreline habitat enhancements, amphitheater, and marina renovations at the historic park along the Detroit River. Managed design, construction documentation preparation, and permitting for approximately \$1.2 million in improvements.
- Crego Park, City of Lansing, MI. Lead Designer and subconsultant to ENG. for improvements to Lansing’s largest park. The project’s main goal was to increase fishing access to Fidelity Lake through improved shore fishing locations and a fishing pier.

A key element was to increase access to the lake via a connection to the City of Lansing River Trail. This half-mile asphalt trail connection includes a boardwalk over wetlands. A sustainable approach was taken toward the entire project, evident through the routing of the trail to limit disturbance and the use of porous pavement in the parking areas. Accessibility was a key design factor. In addition to standard accessible practices, additional measures included the design of a lowered fishing pier railing and an accessible canoe/kayak launch. By working within the natural configuration of the land, understanding the vegetation and natural drainage patterns, additional natural landscape was restored. Areas requiring greater disturbance, such as the parking lot, were sited in previously disturbed areas to limit the amount of unnecessary disturbance. To reduce carrying and maintenance costs, improve safety, and reduce the amount of bank erosion, the existing steep banks will be gradually sloped back and restored. The proposed gentle slopes will provide fishing access along the shore, while the proposed native plantings will provide habitat and reduce long-term maintenance.

- Garfield Township Conceptual Park Design, Charter Township of Garfield, MI. Project Manager and Landscape Architect for the conceptual design and layout of the southeast portion of the Boardman Valley Nature Preserve adjacent to Keystone Road. Numerous program elements were proposed within the conceptual site layout. These include an adventure playground, serviceberry orchard, dog park, repurposed pole barn, community garden, children's exploration and nature trail, sledding hill, event space, zipline, toboggan run, woodland maze, council ring, ropes/adventure course, gathering spaces and overlooks, trail connections, signage, improved parking, naturalized meadow, and vegetative buffers.
- Filer Township US-31 Corridor Design, Filer Township, MI. Project Manager and Lead Designer for the analysis and design recommendations for the US-31 Corridor between Red Apple Road and 28th Street. Project included a detailed study of the immediate corridor and the surrounding areas. Multiple public studios engaged the community and gathered support for various improvements and development of design solutions and renderings. Improvements included sidewalks, trails, boardwalks, green infrastructure, landscaping, future land use and architectural recommendations, service drives, pocket and linear parks, trails, access drive management, intersection improvements, crosswalks, site amenities, lighting, gateways, greenways, increased parkland and open space, relocated town hall and village green, neighborhood connections, and other aesthetic improvements.
- Jordan Lake Trail, Lake Odessa, MI. Lead Landscape Architect responsible for the design of a 600-foot-long boardwalk on the north side of Jordan Lake. Narrow shoreline and road shoulder conditions required this boardwalk to be placed within the lake. Existing docks were integrated into the design and an overlook with benches was strategically placed along the boardwalk near Veterans Memorial Park to provide an area for respite and fishing access. Further east along the trail corridor, a 95-foot-long pedestrian bridge was designed to span Tupper Creek. AASHTO guidelines were used for the design of the boardwalk and bridge including H-10 loading and 14-foot clear widths. The bridge was also designed to support a sanitary pipe routed directly underneath the bridge.
- Eureka Corridor Improvement Plan, City of Taylor, MI. Landscape Architect for the design of streetscape improvements to transform the 2-mile commercial strip into a pedestrian-focused corridor uniting neighborhoods with commercial areas along an enhanced green corridor of park nodes and greenways.
- Barber Park Master Plan, Charter Township of Montrose, Traverse City, MI. Project Manager for the master plan for Barber Park, including site analysis and base map creation, development of preliminary concepts, and final rendering.
- Espanola Way Conversion, Miami Beach, FL. Project Landscape Architect for a streetscape improvement project in the historic Spanish district in Miami Beach. Improvements included water main replacement, storm sewer and drainage upgrades, and sanitary sewer lining. Aesthetic improvements which were critical elements for the pedestrian-oriented street included detailed paving patterns, entrance signage, street lighting, new plantings, and integration of existing trees. These improvements create a unique pedestrian space, complementing the Mediterranean aesthetic of the many restaurants and retailers found there.

CARLY KEOUGH

PLANNER | GIS TECHNICIAN



EDUCATION

- » Master's Candidate, Urban & Regional Planning and Sustainability Planning, University of Michigan
- » BA, Environmental Studies, Specialization in Urban and Environmental Planning, University of Michigan

QUALIFICATIONS

- » Expertise with GIS applications
- » Experience in community engagement
- » Expertise with preparation of master plan updates, consolidated planning documents, environmental reviews, and socioeconomic, demographic, and mapping development

REPRESENTATIVE PROJECT EXPERIENCE

- Lower Rouge River Greenway Plan, Wayne County Parks, Westland, MI. Contributed to the research and writing of the final report. The Lower Rouge River Greenway Trail is a non-motorized, multi-use pathway owned and maintained by the Wayne County Parks Department. The plan outlines the need for non-motorized trails and offers connectivity options for future development of the trail.
- DDA Strategic Master Plan, City of Plymouth, MI. Responsible for creating a series of visual aid maps to display the current location and condition of these community assets. Also contributed to the production of surveys in obtaining community input. The Downtown Development Authority (DDA) of Plymouth was seeking to create a plan to identify the existing conditions of its assets in an effort to plan for future needs, new technologies, and a growing community. Assisted in determining the existing assets within the DDA district in Plymouth.
- Master Plan Update, MEDC and City Portions, City of Durand, MI. Created and updated various maps (such as transportation, existing and future land use, natural features, and community facilities) for master plan updates. Assisted in facilitating roundtable discussions and public meetings for the master plan update.
- DDA Village Theme Plan Review and Update, Oshtemo Charter Township, Kalamazoo, MI. Created and updated various maps (such as transportation, existing and future land use, natural features, and community facilities) for master plan updates.
- Master Plan Update, Village of Goodrich, MI. Created and updated various maps (such as transportation, existing and future land use, natural features, and community facilities) for master plan updates.
- Master Plan Zoning Ordinance, Weldon Township, Thompsonville, MI. Created and updated various maps (such as transportation, existing and future land use, natural features, and community facilities) for master plan updates.
- 2019-2023 Five-Year Consolidated Plan, City of Douglas, AZ. Primary contributor to research, data collection, analysis, map creation, and overall document production.
- 2019-2023 Five-Year Consolidated Plan, City of Sandusky, OH. Contributor to document development through data collection and analysis for the needs assessment and market analysis.
- 2020-2024 Five-Year Consolidated Plan, City of Lorain, OH. Responsible for data collection and initial production of the consolidated plan document, specifically producing the needs assessment, market analysis, and map creation.
- 2020-2024 Five-Year Consolidated Plan, City of Denison, TX. Primary contributor to the development of the needs assessment, market analysis, and strategic plan.
- Five-Year Consolidated Plan and 2020-2021 Annual Action Plan, City of Clearwater, FL. Responsible for updating the Clearwater market analysis for the 2020-2024 consolidated plan, as well as data collection and analysis for the CDBG neighborhood revitalization target areas.

THOMAS ROBERTS, AIA

ARCHITECTURE | HISTORIC PRESERVATION



EDUCATION

- » BA, University of Detroit Mercy School of Architecture

REGISTRATION

- » Registered Architect: MI
- » Certified Historic Architect

QUALIFICATIONS

- » 25 years of diversified experience, including historic preservation, interior design, urban planning, and landscape architecture
- » Has served on the board of the Michigan Historic Preservation Network
- » Adjunct professor of design at the University of Detroit Mercy

REPRESENTATIVE PROJECT EXPERIENCE

- Alvah N. Belding Memorial Library, Belding, MI*
- Argonaut Building, Detroit, MI*
- Christ Church Detroit, Detroit, MI*
- Detroit Artists Market, Detroit, MI
- Detroit Golf Club, Detroit, MI
- Detroit Yacht Club Facility, Belle Isle, MI*
- Fine Arts Building, Detroit, MI*
- Flat Rock Historic Museum Campus Master Plan, Flat Rock, MI
- Fyfe Building, Detroit, MI*
- Gabriel Richard Building Adaptive Reuse, Detroit, MI*
- Great Lakes Maritime Academy, Belle Isle, MI
- Hamtramck Façade Grant Program, Hamtramck, MI
- Holden Block Adaptive Reuse, Detroit, MI
- Howell Opera House, Howell, MI*
- Lebowsky Center for the Arts, Owosso, MI
- Lindley Hall Hotel, Detroit, MI*
- Marygrove College Theater, Detroit, MI
- Masonic Temple Arts Center, Wyandotte, MI*
- McKinley School Redevelopment, Wyandotte, MI*
- Mehlhose Ice Cream, Wyandotte, MI
- Michigan Theater Jackson, Jackson, MI*
- Owosso Façade Improvement Project, Owosso, MI
- Pewabic Pottery Campus, Detroit, MI*
- Saints Peter and Paul Jesuit Church, Detroit, MI*
- Ste. Anne de Detroit, Detroit, MI*
- Tibbits Opera House Façade Project, Coldwater, MI*
- University of Detroit Mercy Lansing Reilly Hall, Detroit, MI
- University of Detroit Mercy School of Architecture, Detroit, MI
- Vogue Theatre, Manistee, MI*
- Water Works Park Museum, Detroit, MI
- Willow School House Restoration, Huron Township, MI
- Woolworth Building Redevelopment, Detroit, MI*
- Wyandotte Bacon Memorial Library, Wyandotte, MI*

** Indicates properties listed on the National Register of Historic Places or serving as a contributing resource to a National Historic District*

NICHOLE MCNAMARA, AIA

ARCHITECTURE | HISTORIC PRESERVATION



EDUCATION

- » Master of Architecture, University of Detroit Mercy

REGISTRATION

- » Registered Architect: MI
- » Certified Historic Architect

QUALIFICATIONS

- » 14 years of experience in the architecture field, including serving as Project Architect and Studio Director
- » Brings imagination, reliability, intellect, and incisiveness to the team
- » Self-admitted perfectionist whose intuitive abilities and willingness to work create professional relationships characterized by stability and good communications

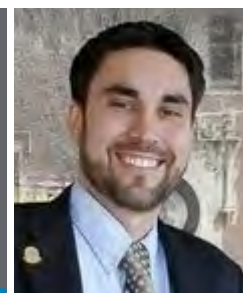
REPRESENTATIVE PROJECT EXPERIENCE

- Nankin Mills School, Greenmead Historical Park, Livonia, MI
- The Albert, Detroit, MI
- Alger Theater, Detroit, MI
- Animal Adoption & Education Center, Dearborn, MI
- Beaumont Rose Cancer Center, Royal Oak, MI
- The Beer Grotto, Dexter, MI
- Cabot Building Apartments, Detroit, MI
- City Hall Artspace Lofts and the Connector, Dearborn, MI
- Clark Lofts, Capitol Park, Detroit, MI
- Cristo Rey High School Cultural Center, Detroit, MI
- Delta Vision Optical, Lansing, MI
- Detroit Athletic Club, Detroit, MI

- Dr. Batra D.D.S. Dental Office, Macomb Township, MI
- Fourteen56 Woodward, Detroit, MI
- Gabriel Richard Building, Detroit, MI
- Granite City Food & Brewery Center, Detroit, MI
- Hampshire & Cambridge Apartments, Detroit, MI
- Level One Bank Headquarters, Farmington Hills, MI
- Microsoft Technology Center, Detroit, MI
- St. Columba Church & Parish Redevelopment, Detroit, MI
- Tibbits Historic Structures Report, Coldwater, MI

BRIAN MOONEY

COST ESTIMATOR | CONSTRUCTABILITY ADVISOR



EDUCATION

- » BA, Organization Studies/Business, University of Michigan

QUALIFICATIONS

- » 20+ years of experience as a project manager and field superintendent
- » Expertise includes planning and pre-design services, design, field supervision, organization management, and business development
- » 2019 Governor's Award for Historic Renovation—Grand Army of the Republic Building

REPRESENTATIVE PROJECT EXPERIENCE

- Simmons-Hill House Renovation, Greenmead Historical Park, Livonia, MI
- Perrinville School Relocation, Greenmead Historical Park, Livonia, MI
- 304 Erskine Multi-Family Adaptive Re-Use & Historic Renovation, Detroit, MI
- 326 Potawatomi Residence Renovation, Royal Oak, MI
- 1320 Labrosse Historic House Renovation, Corktown, Detroit, MI
- Brandon Historic Homestead Renovation, Northville, MI
- Brennan Pools & Bathhouse Renovation, Detroit, MI
- Broderick Tower Water Damage Repairs, Detroit, MI
- Christ Church Repairs & Maintenance, Detroit, MI
- Corner Laundry at St. Peter's Renovation, Detroit, MI
- Detroit Towers Facade Repairs, Detroit, MI
- DPS School Loft Conversion (4811 E. Forest), Detroit, MI (in design)
- First Container/Detroit Collision Works Hotel, Detroit, MI
- Fisher Mansion Repair Work, Detroit, MI
- Grosfield Lofts Renovation & Adaptive Reuse, Detroit, MI (in planning)
- Kellogg Foundation Offices, Detroit, MI
- Keyworth Stadium Renovation, Hamtramck, MI
- Milner Hotel Facade Renovation, Detroit, MI
- Motor City Blight Busters, Detroit, MI
- Music Hall Center for the Performing Arts, Detroit, MI
 - » Selma Lounge Renovation
 - » Green Room/Speakeasy Renovation
 - » 350 Rooftop Terrace Adaptive Reuse & Renovation
 - » Main Hall Lower Level Women's Toilets
 - » Historic Ceiling Repairs
 - » Fire Escape Addition, Renovation, & Load Testing
 - » 2019 Capital Improvements
 - » Energy Improvements
- Panis/Jonsson Residence Renovation, Detroit, MI
- Peschke Building Adaptive Reuse & Conversion, Detroit, MI (in design)
- Pewabic Pottery, Detroit, MI
- St. Casimir School Loft Conversion, Detroit, MI (in design)
- St. Peter & St. Paul Warming Center, Detroit, MI
- Superette Market, Detroit, MI
- University of Detroit Mercy Lansing Rielly Renovation, Detroit, MI
- Wright & Co. Restaurant/Bar Renovation, Detroit, MI

SHARON CARLSON

ARCHIVIST | COLLECTIONS SPECIALIST



EDUCATION

- » PhD, American History, Western Michigan University
- » Master of Library and Information Science, Wayne State University
- » Master of Public Administration, Western Michigan University
- » BS, Political Science, Western Michigan University

REGISTRATION

- » Academy of Certified Archivists

QUALIFICATIONS

- » 30 years of experience working with historical collections held by nonprofits, historical societies, and libraries
- » Professor Emerita and Archival Consultant, Western Michigan University
- » Former Director of Archives and Regional History Collections, Western Michigan University

REPRESENTATIVE INSTRUCTION & WORKSHOPS

- Archives 102. Three-hour workshop on caring for personal and genealogical papers provided for the Historical Society of Michigan; geared toward small historical societies.
- History 4060, Archival Administration, Western Michigan University. Upper-level public history course and cognate course for students in Business Information Systems.

REPRESENTATIVE GRANTS & FUNDING

- Project Director, Irving S. Gilmore Foundation, Upjohn Company Papers Archival Project, \$30,000.
- Principal Investigator, Civil War Diary Digitization, Michigan Electronic Libraries Initiative, \$95,619.

REPRESENTATIVE CONSULTATIONS

- Allegan Historical Society. Conservation of photographs, paper, and textiles, with Paula Metzner of the Kalamazoo Valley Museum.
- Suggs Historical Society. Basic archival techniques and funding sources.
- Historical Society of Battle Creek. Mission statement and collection development policy, photograph preservation and access procedures, and architectural drawings.
- Kalamazoo Nature Center. Off-site storage issues and records retention.

REPRESENTATIVE DIGITAL PROJECTS

- Western Michigan University Campus History. Digital story mapping project focusing on the history of the campus.
- US Civil War Collection. Consists of eight diaries and 29 letters from the WMU Archives and Regional History Collections. Handwritten originals have full transcriptions searchable with metadata.

/// RELEVANT EXPERIENCE

SIMILAR PROJECTS

The Wade Trim Team brings a wealth of experience providing master planning services for local, municipal, historic, and parks and recreation projects. Exhibit 4 demonstrates the relevance of our experience to the

Greenmead Historical Park Master Plan project. The project profiles on pages 20-26 reflect our institutional knowledge and expertise providing similar services.

Exhibit 4 Wade Trim Team Similar Project Experience							
		Stakeholder Engagement	Master Plan	Future Land Use/Site Plan	Capital Improvement Plan	Rehabilitation/Restoration	Parks and Recreation
PROJECT/CLIENT							
Flint Riverfront Restoration Plan, Flint, MI		●	●	●	●	●	●
Railroad Square Master Plan, Kalkaska, MI		●	●	●		●	●
Brownstown Campus Park & Town Center Master Plans, Brownstown, MI		●	●	●	●	●	●
Elizabeth Park Site Improvement Master Plan Update, Trenton, MI		●	●	●	●	●	
The Henry Ford Museum & Greenfield Village, Dearborn, MI		●	●	●		●	
Hines Park Renovations, Westland, MI		●	●	●		●	●
Flat Rock Historic Museum Campus Master Plan, Flat Rock, MI		●	●	●		●	●

FLINT RIVERFRONT RESTORATION PLAN

FLINT, MI

An award-winning master plan of design improvements was created for 2 miles of riverfront in the City of Flint as well as planning and design recommendations for modifications to a failing dam structure.

The plan provides a vision that is transforming the riverfront from a neglected resource into a healthy and vibrant community asset by fusing the technical elements of flood control with ecological restoration, public open space design, recreational boating, and redevelopment of underutilized land. Working with subconsultants, Wade Trim designed a series of interventions proposed to strengthen the physical relationship between the Flint River and surrounding neighborhoods and the central business district through a green corridor network of public and private open spaces and parks.

A robust community engagement process was essential to developing the planning and design recommendations to enable accuracy, understand desired outcomes, and hone final design recommendations. This effort included large and small group stakeholder meetings, public open house meetings, monthly project status reports, and a project website. Stakeholders and the public overwhelmingly supported this integrated project plan that will be paired with other watershed-wide improvements to enhance the local and regional economy, improve aquatic habitat within the watershed, and serve as a framework for repairing the urban fabric including downtown Flint and adjoining neighborhoods.

Data collected during the project included a detailed engineering assessment of the dam structure, a bathymetric survey of the river channel, a topographic design survey of the contiguous parks and open space areas of the riverfront lands within the study area, river sediment characterizations upstream of the dam, and hydrologic data of the watershed. Target fish species' passage requirements were analyzed for the design of natural channel structures to facilitate fish migration in the restored river channel. A hydrologic and hydraulic model of the river system for the contributing watershed was created to represent the baseline condition and test alternatives for dam and river channel improvements.

In addition, Wade Trim led a multi-discipline team in preparing the Chevy Commons master plan with the objective of converting the Flint riverfront site of the former 70-acre Chevrolet manufacturing plant into a destination urban green space. Since completion of the plan, Wade Trim has worked phase-by-phase to bring that master plan to life. With funding from local, state, and federal stakeholders, the City of Flint, Genesee County Land Bank Authority, and Genesee County Parks and Recreation Commission have worked closely to develop the location into an area that features open grasslands, stormwater marshes, reforested woodlands, and an event lawn.



FIRM AND ROLE

Wade Trim | Prime

TEAM MEMBERS

Melissa Hernandez, Scot Lautzenheiser, David Richards

CLIENT

City of Flint, Genesee County Parks & Recreation

YEAR COMPLETED

2008-Ongoing

RELEVANCE

- » Stakeholder engagement & analysis to define mission/vision + goals/objectives
- » Development of master plan documents, including recommendations, drawings, & plans
- » Future land use/site plan
- » Restoration: site, structures, existing conditions
- » Capital improvement plan
- » Parks and recreation
- » Surveying

RAILROAD SQUARE MASTER PLAN

KALKASKA, MI

Kalkaska's Downtown Development Authority (DDA) looked to Wade Trim for design vision and master planning assistance to transform a 2.5-acre vacant lot into a multi-use town center park. The resulting design for Railroad Square represents a roadmap for the ambitious renovation effort that will create a hub of activity serving Kalkaska residents and tourists alike. The design provides space for community events, daily recreation, and public gathering while seamlessly complementing the existing downtown context and local history.

Railroad Square's long, narrow shape offered opportunities to create a linked chain of compelling pocket areas which also adapt and flow together to function as a cohesive whole. A proposed clock tower (designed by others) anchors the site and acts as a focal point and entry into the larger design. Across the railroad tracks is a large pavilion which opens onto an Event Lawn. This feature will house the Village's thriving Farmer's Market and provide space for annual events that routinely draw tens of thousands of visitors. A large Central Green makes up the site's center, providing flexible space for general recreation with the ability to accommodate crowds when needed.

At the park's opposite end, the design caters to small groups and individuals with niche seating, canopied pathways, dining choices, and spaces for neighbors to meet. This area is inspired by the site's context, history, and role of the railroad in shaping northern Michigan. Playing off the active rail line bordering the site, repurposed railroad boxcars offer unique covered seating for visitors. A welded metal pergola above continues this visual theme. Across the park, a flexible space is available for food trucks to provide dining options. Finally, a community firepit is centrally situated amidst decomposed granite paving surrounded by benches. Renovated, angled parking spaces along the site's edge provide convenient vehicular access to the park. A large rain garden interrupts this stretch of parking to treat stormwater runoff from the site and buffer the park from the adjacent neighborhood. Widened and expanded sidewalks along all edges and permeating into the park offer expanded pedestrian options.



FIRM AND ROLE

Wade Trim | Prime

TEAM MEMBERS

Scot Lautzenheiser, David Richards

CLIENT

Village of Kalkaska, MI

YEAR COMPLETED

2017

RELEVANCE

- » Stakeholder engagement & analysis to define mission/vision + goals/objectives
- » Development of master plan documents, including recommendations, drawings, & plans
- » Future land use/site plan
- » Historic/rehabilitation: site, structures, existing conditions
- » Parks and recreation
- » Surveying

BROWNSTOWN CAMPUS PARK & TOWN CENTER MASTER PLANS

BROWNSTOWN, MI

To respond to a growing community and evolving needs, the Township of Brownstown embarked on a journey to renovate and update their Campus Park. The goal was to create a multi-use space suitable not only for Township business, but also for recreation and gathering. The resulting Township Campus Park is a complete overhaul of the existing site bound by King and Telegraph Roads with additional land to the north of King.

The 120-acre site includes an event garden, new community center, wall of honor recognizing local fire and police personnel, community gardens, water park, play grove for children, event plaza, sledding hills, dog park, soccer and softball fields, bioretention areas for stormwater management, several new buildings, and extensive trails and walks. The new Campus Park has truly been a game changer for the Township. The Campus Park's overall plan was designed with several focal points integrated into a cohesive over-arching strategy. The water park and children's play grove were designed to become a regional attraction as well as exceptional facilities for residents. Since its construction, the water park has become a major draw for residents during the hot summer months. Community buildings are enhanced with outdoor rooms surrounding them, offering multiple options for private and public events. The event garden and event plaza are suitable to rent for activities of many types. Potential revenue streams and maintenance/operation expenses were factored into design parameters.

In addition, Wade Trim previously developed the Town Center master plan for Brownstown which represented an intensive nine-month community effort to establish a "center" for one of southeast Michigan's fastest growing suburban communities. The study committee facilitated by Wade Trim and the Township's marketing consulting team set out to design a "place" for social, cultural, and economic interaction. The team concluded that the Town Center should have multiple uses, including a place where Brownstown residents can assemble, shop, eat, live, work, and play. The details of the master plan are centered around great public spaces, including a beautiful pedestrian-oriented boulevard transforming the auto-centric Telegraph Road. The project provides a series of development alternatives, introduces mixed-use principles, stresses traditional planning, addresses pedestrian/automobile conflicts, and sets forth design guidelines and land use recommendations to accommodate the desired pattern and encourage the Town Center to flourish physically and commercially. The Township subsequently purchased the property to implement the plan through a Downtown Development Authority bond issue.



FIRM AND ROLE

Wade Trim | Prime

TEAM MEMBERS

Scot Lautzenheiser

CLIENT

Township of Brownstown

YEAR COMPLETED

2014

RELEVANCE

- » Stakeholder engagement & analysis to define mission/vision + goals/objectives
- » Development of master plan documents, including recommendations, drawings, & plans
- » Future land use/site plan
- » Rehabilitation: site, structures, existing conditions
- » Capital improvement plan
- » Parks and recreation
- » Surveying

ELIZABETH PARK SITE IMPROVEMENT MASTER PLAN UPDATE

TRENTON, MI

Wade Trim prepared a master plan update for Wayne County's historic waterfront urban park designed in the classic Victorian Park idiom common during the early 20th century.

Located in the City of Trenton along the Detroit Riverfront, the 162-acre island park is a major public waterfront access area for the City and neighboring communities and the site of a 52-slip marina as well as over 1,300 feet of riverwalk for fishing and river watching.

Wade Trim was engaged by Wayne County Parks to develop a master plan for short-term and long-term site improvements to the park. The recommendation of the plan resulted in over 30 site improvements to address functional and aesthetic use issues discovered in the master plan inventory as well as recommendations to improve the quality of forest areas and shorelines of the island. The multi-million dollar plan of improvements will be used by the Park Division to develop a capital investment plan for next 20 years.

The master plan capitalizes on the open space's strengths, resolves problem areas, and facilitates capital investment planning for the next two decades. In addition, the plan provided recommendations on stormwater management improvements to address water quality and seasonal flooding issues as well as recommendations to improve forest health and ecological diversity. Circulation and movement patterns for autos and pedestrians were evaluated and a number of significant circulation paths are planned to improve continuity and connections to the community. In a subsequent phase of this contract Wade Trim prepared design plans for shoreline improvements including waterfront pedestrian promenade, boat landing for commercial watercraft, natural shoreline habitat enhancements, waterfront amphitheater, and marina renovations at the historic park.



FIRM AND ROLE

Wade Trim | Prime

TEAM MEMBER

Scot Lautzenheiser

CLIENT

Wayne County Parks Department

YEAR COMPLETED

2013-2014

RELEVANCE

- » Stakeholder engagement & analysis to define mission/ vision + goals/objectives
- » Development of master plan documents, including recommendations, drawings, & plans
- » Future land use/site plan
- » Rehabilitation: site, structures, existing conditions
- » Capital improvement plan
- » Parks and recreation

THE HENRY FORD MUSEUM & GREENFIELD VILLAGE

DEARBORN, MI

The Henry Ford Museum and Greenfield Village is a 240-acre campus founded by automobile industrialist Henry Ford to preserve items of historical interest.

The collection includes homes, buildings, machinery, exhibits, and Americana of historically significant items. The Henry Ford is listed on the National Register of Historic Places. Projects at the Henry Ford include:

- » Working with the Experience Design Department on two Innovation Studios, the Activating Innovation program, and the Marvel Comics exhibit within the museum building.
- » Assisting with core facility needs, including companion care restrooms and the restoration of the historic exterior doors of the museum building.
- » Designing the new facility management office and assisted with archival organization and storage within the Ford Engineering Laboratory building.
- » Planning and programming to re-purpose the existing Shipping/Receiving building for purchasing, finance, and human resource departments.
- » Conducting a feasibility study of an existing hall building as a potential facility for the Henry Ford's period clothing studio, finance and accounting departments, call center, purchasing department, and Henry Ford Learning Institute.
- » Designing and master planning the Henry Ford Academy village campus renovation and expansion project.



FIRM AND ROLE

Thomas Roberts Architects |
Planning, Architecture, & Historic
Preservation

TEAM MEMBER

Thomas Roberts

CLIENT

The Henry Ford

YEAR COMPLETED

Phased Construction

RELEVANCE

- » Stakeholder engagement & analysis to define mission/vision + goals/objectives
- » Development of master plan documents, including recommendations, drawings, & plans
- » Future land use/site plan
- » Historic/rehabilitation: site, structures, existing conditions

HINES PARK RENOVATIONS

WESTLAND, MI

Nature created the area known as Hines Park as a flood plain of the Middle Rouge River, but Henry Ford deeded several of his properties in this area over to the county, which devised a plan that adapted the land into a spectacular public park.

The comfort station renovation projects include historic Newburgh Pointe, Merriman Hollow Park, and Colonial Park. Newburgh Pointe is a beautiful area with two finger piers for fishing, small boat launch, hiking trail, and bike path. Merriman Hollow Recreation Area features a colorful play structure, picnic shelter with grill, and ball diamond. Colonial Park has been an active sports field area in the Lower Rouge Parkway since the 1940s. The renovations will provide ADA accessibility and modernized public restroom facilities as well as building stabilization and sitework.

The Nankin Mills Interpretive Center is part of the historic grist mill located in the heart of Hines Park. The center has three floors of public displays highlighting local history and is home to many live animal exhibits and interpretive programs. The museum renovation project will focus on updating and modernizing the public exhibits and administrative office.



FIRM AND ROLE

Thomas Roberts Architects |
Planning, Architecture, & Historic
Preservation

TEAM MEMBER

Thomas Roberts

CLIENT

Wayne County Parks Department

YEAR COMPLETED

Phased Construction

RELEVANCE

- » Stakeholder engagement & analysis to define mission/ vision + goals/objectives
- » Development of master plan documents, including recommendations, drawings, & plans
- » Future land use/site plan
- » Historic/rehabilitation: site, structures, existing conditions
- » Parks and recreation

FLAT ROCK HISTORIC MUSEUM CAMPUS MASTER PLAN

FLAT ROCK, MI

The Flat Rock Historic Museum Campus Master Plan concept provides a framework for the community to evaluate a prioritized schedule of recommended actions for the near-term, mid-term, and long-term maintenance and rehabilitation of the campus.

The campus includes four primary structures: Stables Building, Munger Store, Smith Hotel, and Wager House. All four structures are generally in fair to good condition. The master plan envisions the continued renovation of the interior and exterior of the campus in a phased approach. The proposed building and site plan changes include the following:

- » New ADA parking
- » New pedestrian sidewalk and fencing
- » New plaza and gazebo
- » New courtyard and gardens
- » Reconstruction of the Munger Store loading dock

The plan will also emphasize infrastructure issues, including roofing, siding, masonry restoration, and porch deck replacement.



FIRM AND ROLE

Thomas Roberts Architects |
Planning

TEAM MEMBER

Thomas Roberts

CLIENT

Flat Rock Historic Commission

YEAR COMPLETED

Phased Construction

RELEVANCE

- » Stakeholder engagement & analysis to define mission/ vision + goals/objectives
- » Development of master plan documents, including recommendations, drawings, & plans
- » Future land use/site plan
- » Historic/rehabilitation: site, structures, existing conditions
- » Parks and recreation

/// MASTER PLAN FOR GREENMEAD HISTORICAL PARK

Greenmead Historical Park is a tremendous historical and recreational asset for the City of Livonia that is currently underutilized by the broader Livonia and Metropolitan Detroit communities. Wade Trim’s team approach is designed to engage prospective users within the Livonia community and learn what they would like to see at Greenmead Historical Park.

We will use the results of our robust public engagement efforts to inform the development of a Master Plan that respects the history found at the facility while developing a plan that can be implemented over the next 20 years with a goal of broadening usage at the facility.

The primary aim of Wade Trim’s approach is to involve the wider Livonia community in determining what activities and facilities they would like at the park and to develop an implementable plan that increases their interest in visiting and using the park.

Currently, a significant majority of the park programming is focused on historical events with other usage of the soccer fields, special events, and community gardens. We propose an intensive public participation process led by a project manager with unique historic preservation, public engagement, and heritage tourism and heritage development experience to help develop a multi-discipline approach to facility growth.

ARTHUR MULLEN, AICP
Uniquely Tooled Project Manager



Arthur offers specialized educational and work experience that will support an innovative and purpose-built team uniquely suited for this project. Arthur’s academic training and work experience in historic preservation, heritage development, and heritage tourism will guide the team in its engagement efforts with the steering committee and the general public. Arthur meets the federal requirements as a Historian and Architectural Historian. He has staffed historic district commissions, staffed and served on the board of historic preservation organizations, developed heritage tourism materials, and created heritage development programs. These broad preservation-based experiences will facilitate quality communication with the steering committee and the public while creating and

managing a multi-faceted public engagement effort. Through his 25 years as an urban planner, he has extensive experience in managing public engagement efforts spanning from all of southeast and central Michigan to villages of less than 2,000 residents.

Success for this effort will require clear communication between all parties while ensuring that important concepts and ideas are carried through to the conclusion of the process. Arthur will lead a multi-discipline team to employ a many pronged public engagement approach that will connect with the various existing park users while focusing on bringing new potential users into the engagement effort. Utilizing his historic preservation experience, Arthur will prepare the architectural descriptions and provide historic significance assessments. He will also work with the steering committee to coalesce the ideas from the general public into a cohesive Master Plan that will guide development for the next 20 years.

MULTI-DISCIPLINE COLLABORATION

Highly Skilled Team That Exceeds All of the RFP's Criteria



Landscape Architecture

David Richards, Scot Lautzenheiser, and Melissa Hernandez have extensive landscape architecture experience in developing engaging site plans that are implementable. They will establish a vision and plan for future development of the parks and recreation facilities, and they will work in partnership with the architectural team to develop a facility programming plan.



Historic Architecture

Thomas Roberts and Nichole McNamara have extensive historic architecture experience working with National Register properties as well as broad experience working with historic landscapes and parks. Their architectural preservation experience will inform their development of the site inventory and building analysis. They will work with the landscape architect team to develop a facility programming plan that takes the public and steering committee recommendations and establishes a facility programming plan. Their experience will enable the architectural team to develop a priority plan with general cost estimates.



Cost Estimating & Constructability

Brian Mooney will provide invaluable support as a cost estimator and constructability advisor to the architectural team. Through Integrity Building Group, he has worked at Greenmead in renovating historic buildings and assisting in the relocation of structures to the village. This onsite experience will be vital in developing reasonable estimates for future work proposed in the planning phases.



Archives

Sharon Carlson will serve as the team's archivist. Sharon will conduct a general inventory of the various collections at Greenmead, develop an accession/de-accession plan for items in the collection as well as a curatorial plan for Greenmead's use, and assist in the development of a collections plan for Greenmead going forward.

PUBLIC ENGAGEMENT

We propose a multi-faceted public engagement effort to generate significant new involvement from the general Livonia populous (strategy summarized in Exhibit 5).

Exhibit 5 Public Engagement Strategy

1. Online Public Engagement Platform (Bang the Table)
2. Promotional Drone Video
3. Electronic Messaging
4. Greenmead 2040 Event
5. Focus Group Meetings

For Greenmead to better serve all of the City's residents and to make sure that the City's investment at Greenmead is leveraged to the fullest extent possible, we will lead the engagement process to understand what the general residents desire from the facility.

Key to the entire master planning effort will be to successfully reach out to the broader Livonia public through multiple approaches to learn about why they are not currently using the facility and learn what facilities and events would make them more likely to visit the park.

Nationwide, research indicates that historical museum attendance is declining or at best is staying the same. There are many reasons for this stagnation, which is beyond the scope of this RFP, but in Greenmead's situation, it is clear that not enough Livonia residents are utilizing this unique and very special facility. To learn why and what can be done about this, we are proposing an intensive public participation process, which is a major portion of our entire team's effort.

For Greenmead to expand its resident user base, it will be vital for the project team to determine what people want from a visit to Greenmead and make sure that the Master Plan includes how to bring these facilities and activities to the park.

Online Public Engagement Platform (Bang the Table)

Bang the Table is a specialized online tool that is designed to foster simple and meaningful public engagement activities. This online platform provides an easy-to-use participant relation management (PRM) platform that enables the project team to easily prepare and share content with the general public, steering committee, and project team members. Honed over nearly 15 years of community planning use, this platform is even more essential during the current COVID-19 pandemic.



With concerns over meetings and face-to-face sharing, Bang the Table will enable seamless distribution of information in engaging ways and offer a number of online multi-engagement tools that have been perfected for gathering and developing participant feedback.

To generate interest and thoughtful comments, we will explore the use of gift certificates given to the best ideas offered in response to long-form questions that are posted on the platform.



Wade Trim can utilize its drone fleet to capture unique features of the project site and develop a video for the City of Livonia to raise awareness of the existing history at Greenmead and the potential for new features.

Promotional Drone Video

To generate interest amongst the general public, Wade Trim will utilize its drone fleet to capture unique features of Greenmead and develop a video to be shared online. This video will help to draw attention to the unique existing historic features at Greenmead while highlighting opportunities for new features that could be added to the facility. Footage will be edited to provide a dynamic visualization of Greenmead as it is today. This video will be shared through a number of online platforms.

Electronic Messaging

To limit marketing costs, electronic messaging will be deployed. We will work with the City to explore how the drone video may be shared via Livonia TV and YouTube. Information of Greenmead and the engagement process will be shared via the City's Notify Me® platform, multiple appropriate city listservs, Facebook, Twitter (@MiLivonia), and other social media platforms. In a concerted effort to drive resident engagement, messaging will be coordinated and focused around key events and milestones.

Greenmead 2040



To garner further attention, we propose utilizing an existing major event at Greenmead for a two-fold community engagement effort called Greenmead 2040.

1. We will engage the attendees of the regular event to garner input into how they are currently using Greenmead and its facilities and to determine what new amenities they would like to see.

2. The second component of the event will be Greenmead 2040 activities geared towards capturing new visitors to the park.



Greenmead 2040 will be arranged as a child-friendly event. To drive attendance, we will offer an assortment of children's activities and free food. To engage families, we would like to work with Livonia Parks & Recreation to offer free childcare and youth activities.



To engage families, we would like to work with Livonia Parks & Recreation to offer free childcare and youth activities.



In an effort to expose the attendees to the park, we will have a scavenger hunt with prizes.

We will use the registration and food opportunities to connect with visitors and elicit attendee feedback about why they don't frequent Greenmead and what they would like to see at the park to bring them back more frequently.

Focus Group Meetings

We are proposing to host a minimum of five focus group meetings with area service clubs, school groups, condo associations, and other recommended groups to learn about their understanding of Greenmead, describe what the facility has to offer, and learn about how they use the facility, or why they do not use the facility. To collect usable data, we will develop a simple survey for attendees to complete, and these results will be shared with the design team and the steering committee members.

To gather additional input, these materials may be used by the city employees and/or volunteers to further expand these group outreach efforts. Volunteers and city employees could attend additional events and utilize the focus group materials to interact with the attendees about their desires for Greenmead, how they use the facility, and, if applicable, why they do not visit the facility. These additional outreach activities may be held with other service clubs and volunteer groups, at any Livonia-wide events, at the Livonia Spree, the library, the recreation center, and other public locations and events.

Results from the Bang the Table engagement, the Greenmead 2040 event, and focus group meetings will be vital in developing an understanding of the needs and wants of the broader Livonia community as we develop a Master Plan for Greenmead that will help

to guide the facility's growth and evolution over the next 20 years. It is because of our overarching faith in the public engagement process that we've focused so much of our proposal's efforts into these activities. We believe that through this robust engagement effort, our team will be able to develop a plan that will lead to a facility that is more integrated into recreational and educational activities of the City of Livonia.

We expect our process to allow the team to learn about what the community desires for the park. Do they want more historical events, a historical village that includes a timeline of all periods of Livonia's architecture, interactive displays, more decorative arts/furnishing displays, an operating period farm, an environmental/ecological learning center, or something else? What we learn through our intensive process will guide the Master Plan.

Due to the uncertain timeframe of COVID-19 directives, the above proposed events may need to be modified or replaced by virtual meetings. If necessary, Wade Trim is prepared to facilitate virtual meetings with the steering committee and the public at large, which will accomplish the same intended purpose as the sessions described above.

AERIAL SURVEY

We propose completing a detailed aerial survey of the site, which was discussed during the pre-bid meeting. As described in Addendum No. 3, the City is interested in developing new topographical information for Greenmead Historical Park including aerial imagery. To focus on the activities required in the RFP and to reduce costs for the primary portion of our effort, we propose that an additional work item beyond our primary Master Plan project scope be added to the project to produce a detailed aerial survey. This survey effort would meet all of the City's future survey and data needs with information that far exceeds the typical topographic survey.

Wade Trim has a best-in-class aerial survey group that for an additional fee (see Project Price Proposal) will be able to fly and develop a detailed orthogrammetry aerial survey of the entire park that is accurate to 3/4" inch relative vertical and 1/2" relative horizontal.

As a part of our base proposal, we will be conducting a drone flight of the entire Greenmead campus to develop video footage that will be edited down to create

a dramatic video that will generate broader resident interest in the park. The information collected for this video would include significant photographic imagery that would meet the City's request for additional aerial imagery as stated in Addendum No. 3.

The detailed orthogrammetry aerial survey would assist the City in ongoing asset and facilities management at the park. During the term of the Master Plan, the survey would also minimize or eliminate any future surveying needs as related to new or expanded facilities that the plan may envision.

WORK PLAN | SCOPE OF SERVICES

The project team envisions an eight-month process from project kick-off to completion of the Greenmead Historical Park Master Plan. We believe that this length of time will allow for significant public engagement and contemplative and thoughtful review of the engagement results prior to final plan development. A faster schedule would not allow enough time for rich and multi-faceted public engagement to occur and it would rush the design team in developing their recommendations, while a longer process would lose the urgency necessary to help carry the project's initial momentum through to plan completion.

Project Kick-Off

At project launch, the project team representatives of each of the disciplines will attend the kick-off meeting with the steering committee. At this meeting, the City will share pertinent information with the project team, and we will introduce a specific schedule to the steering committee. The committee will provide feedback on best times and dates for meetings, contacts for users of the Greenmead facility, suggestions for the Greenmead 2040 event, and suggestions for the five focus groups. The City will also supply the project team with all necessary information including building plans, National Register nomination information, and correspondence with the State Historic Preservation Office regarding building moving and renovation efforts of all buildings at the site.

Site Inventory & Existing Conditions Analysis | Architectural Descriptions & Historical Significance

The project team will conduct a site inventory and existing conditions analysis of the historic buildings and features, complete the architectural descriptions, and, with the information provided by the city regarding

construction activities and responses from the State Historic Preservation Office, provide an analysis of the historical significance of the buildings and structures at the park.

Public Engagement

Public engagement activities will continue through most of the early stages of the project, including setting up the Bang the Table project website, completing the drone flight and editing of a video, sharing project messaging across multiple platforms, planning the Greenmead 2040 event with the City and the main event's sponsors, and conducting the focus group meetings.

General Inventory | Mission & Vision | Goals & Objectives

As the public engagement activities wrap up, the results will be shared with the steering committee and the design team. The project team will work with the steering committee to develop a mission and vision for Greenmead Historical Park and goals and objectives for the Master Plan.

The mission and vision and specific goals and objectives that relate to recreation and non-motorized transit will be informed by the recommendations found in the City's Bike Walk Livonia and Livonia Parks & Recreation plans. We envision the master plan goals found in the Livonia Vision 21 plan related to quality of life, healthy living, park accessibility, active transportation, and sustainability/resiliency will help to inform the development of the Master Plan's recommendations.

Site Plan & Programming

These goals and objectives will be used by the design team to complete both the site plan and facility/event programming plan for Greenmead. The site plan will provide a physical vision for the park, while the facility plan will be guided by what events and activities are envisioned to occur at the park. The results will be shared with the steering committee in draft form and refinements will be made.

Capital Improvements Plan—General Cost Estimates

Once the site plan and programming plan are finalized, a capital improvements plan for the life of the Master Plan will be developed with general cost estimates. For select projects that are early in the phasing, specific rehabilitation and construction estimates will be provided.

Historical Collections | Accession/De-Accession Plan

To guide the future development of Greenmead, the team archivist will evaluate the existing artifacts and archives to develop an accession plan for all new items and a de-accession plan for all items that do not fall within Greenmead's acquisition plan. A basic curatorial plan and collections plan based on the programming plan results will also be completed.

Due to the uncertain nature and scale of the historical collections activities described in Work Item #6 on page 12 of the RFP, we will complete the accession/de-accession plan, but we propose to set an initial budget allowance to establish the collection inventory and archive provenance. If the budget is reached, we will work with the City to develop a plan and budget to complete the work.

Specific Cost Estimates & Constructability Review

To guide and support rapid implementation of early projects outlined in the capital improvements plan, the team's cost estimator will develop specific project budgets that are built on specialized experience working with historic buildings and at Greenmead. With historic preservation projects, it is important to have team members who understand what is both practical and feasible, not just what is desired.

Deliverables

At the conclusion of our work, the following deliverables will be provided:

- » Illustrated Master Plan that clearly describes the vision for Greenmead Historical Park and lays out the implementation approach in simple yet inspiring writing
- » Architectural site inventory with analysis of existing building conditions
- » Building descriptions and historical significance report
- » Site plans
- » Facility programming plan
- » Collections description and general inventory of decorative arts/household items/farm implements
- » Accession/de-accession plan
- » Curatorial plan and collections plan
- » Capital improvements plan with general cost estimates
- » Specific cost estimates for priority projects
- » Appendices with the results of public engagement activities

/// SCHEDULE

We propose to complete the project within an approximately eight-month timeframe. Project tasks are outlined in Exhibit 6.

Exhibit 6 Project Timeline								
Task	Month							
	1	2	3	4	5	6	7	8
Steering Committee								
Project Kick-Off								
Site Inventory & Existing Conditions Analysis								
Architectural Descriptions & Historical Significance								
Public Engagement								
General Inventory								
Mission & Vision Goals & Objectives								
Site Plan & Programming								
Capital Improvements Plan—General Cost Estimates								
Historical Collections Accession/De-Accession Plan								
Specific Cost Estimates & Constructability Review								
Deliverables								

/// REQUIRED FORMS

SUBCONTRACTOR LIST

ITEM

NAME, ADDRESS & PHONE # OF CONTRACTOR

Building Architectural |
Historic Preservation

Thomas Roberts Architect

2927 4th St.

Wyandotte, MI 48192

Phone: 734.250.4032

Cost Estimator |
Constructability Advisor

Integrity Building Group

350 Madison St.

Detroit, MI 48226

Phone: 248.798.7127

Archivist | Collections
Specialist

Sharon Carlson

430 Elm St.

Kalamazoo, MI 49007

Phone: 269.501.2835

PROJECT REFERENCES

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

Project Title: Flint River Restoration Plan

Client: Genesee County Parks & Recreation

Contact Person: Barry M. June, CTA Phone: 810.249.3817

Contract Amount: \$6M

Start Date: 2008 Completion Date: Ongoing

Project Description: Wade Trim developed a master plan of design improvements for 2 miles of riverfront in the City of Flint as well as planning

and design recommendations for modifications to a failing dam structure.

Wade Trim also prepared a master plan for conversion of Chevy Commons.

Project Title: The Henry Ford Museum & Greenfield Village

Client: The Henry Ford

Contact Person: Alec Jerome Phone: 313.982.6148

Contract Amount: Varies

Start Date: Phased Construction Completion Date: Phased Construction

Project Description: Thomas Roberts Architects has provided planning, architectural, and historic preservation services for various facilities, including studios,

programs, exhibits, archives, offices, shipping/receiving, restrooms, exterior

rehabilitation, and other renovation and expansion projects on the campus.

Project Title: Hines Park

Client: Wayne County Parks

Contact Person: Elizabeth Iszler, ASLA Phone: 734.261.4312

Contract Amount: Varies

Start Date: Phased Construction Completion Date: Phased Construction

Project Description: Wade Trim and Thomas Roberts Architects have provided
planning, architectural, and historic preservation services for various renovation
projects, including Elizabeth Park and Nankin Mills Interpretive Center.



Date: December 7, 2020
From: Enna A. Bachelor, Purchasing Manager
To: Prospective Bidders
Subject: ADDENDUM NO. 3 – GREENMEAD MASTERPLAN

Addendum No. 3 is being issued to disseminate meeting notes from the prebid held on 12/02/2020 via Zoom. Meeting notes (2 pages) are attached to this coversheet. All other provisions of the RFP remain the same. The due date remains the same. Please acknowledge receipt of the addendum by including a copy with your formal bid response.

-----Addendum Acknowledgement-----

Company Name: Wade Trim Associates, Inc.

Acknowledged By:  Date: Jan. 5, 2021

Print Name: Adam Young, AICP

Title: Vice President

Pre-Bid Meeting Notes

Greenmead Master Plan Development

Held 12/02/2020 at 10:00 a.m. via Zoom

***Participants**

Name	Company	Email Address
Kristiyn Bowden	MKSK	kbowden@mkskstudios.com
Soumi Basu	Lord Aeck Sargent	Sbasu@lordaecksargent.com
Kelly Gawinneke	Lord Aeck Sargent	kgawinneke@lordaecksargent.com
Rhett Gronevelt	OHM Advisors	Rhett.gronovelt@ohm-advisors.com
Marguerite Novak	OHM Advisors	Marguerite.novak@ohm-advisors.com
John McCann	VIRIDIS Design Group	john@virida.com
Deb Cooper	Beckett & Raeder, Inc.	coop@bria2.com
Mark Johnson	Johnson Hill Land Ethics Studio	
Mark Robinson	Johnson Hill Land Ethics Studio	mrobinson@jhle-studio.com
Neal Billetdeaux	Smith Group	Neal.billetdeaux@smithgroup.com
Marc Russell	Russell Design Inc.	marcr@russelldesign.net

*Thirty-two people were in attendance at the Zoom meeting. The list above represents participants who complied with the request to identify themselves in the chat by name, company and email address.

- This was NOT a mandatory prebid meeting. The City will consider proposals from firms not in attendance.
- All attendees were asked to provide their name, company name and contact information in the chat for purposes of tracking prebid attendance.
- The due date for proposals is no later than 2:00 p.m. on January 5, 2020. Bid responses must be uploaded to the MITN website. Physical bid submissions will not be accepted. A public bid opening via zoom will be held at the due date and time. A list of firms who submitted proposals will be uploaded to the MITN website.
- Firms were advised that if they did not receive the bid documents from the MITN website that they should access the documents from the MITN website (www.mitn.info) to ensure the firm has the complete set of bid documents.
- No bid bond is required for this project.
- All changes to the document will be issued in the form of a written addendum posted to the MITN website.
- The purchasing manager provided an overview of the bid documents highlighting important aspects of the document.
- The level of specificity for the capital improvement plan should provide for ball park figures with realistic numbers.
- Greenmead has an extensive artifact collection consisting mostly of furnishing and farm equipment.
- Site mapping available to firms is limited. As part of this project the City is looking to upgrade topographic mapping. The photographs included with the bid documents are aerial photos. As

part of the masterplan project the Recreation Dept. would like to see more detailed aerial photography developed.

- The City is looking for identification by group of its artifacts along with recommendations as to whether artifacts should be retained by the City based on the significance/value of the items.
- The Greenmead site will be made accessible to interested firms for walk throughs by appointment only. Please email Ted Davis, Recreation Department Director to schedule an appointment.
- The City would entertain pricing based on an hourly rate estimate for artifacts.
- For the purposes of the master plan the City is concerned primarily with exteriors and structural integrity of the buildings on site.
- While there are some buildings at Greenmead which are barrier free the majority are not. The City is in the process of reviewing its ADA transition plan.
- The City desires the contracted firm to gather as much input as possible from identified stakeholders that can be used to guide the direction of the masterplan. The proposal response submitted should address your firm's approach to maximizing stakeholder input and engagement.
- Greenmead is primarily used as a rental facility for various indoor and outdoor events year-round. There are two signature events held at Greenmead annually: Motor City Irish Fest and the Highland Games.
- The City is looking for a 20-year masterplan that will guide long-term decision making for Greenmead. The document will be updated as appropriate.



Date: December 28, 2020
From: Enna A. Bachelor, Purchasing Manager
To: Prospective Bidders
Subject: ADDENDUM NO. 4 – GREENMEAD MASTERPLAN (3 PAGES)

Addendum No. 4 is being issued to respond to questions raised by vendors. A copy of the most recent map of Greenmead is also attached to this addendum.

QUESTION: Under “Deliverables – Final Plans and Documents,” the three items listed are:

1. Statement of community goals and objectives.
2. A written summary of the individual plan elements.
3. A graphic presentation of proposed land use and other components.

There is no mention under Deliverables of the findings of the inventory and analysis of existing conditions of all historical buildings, including historical description and significance of each, nor of the inventory of items on display and stored at Greenmead. We note this because these scope items, done correctly and thoroughly, potentially constitute a large proportion of your stated fee budget range and lead us to ask the following questions: To what extent should the master plan be focused on the park property as a whole? Should the master plan be solely focused on the historical structures and landscapes of the park?

CITY’S RESPONSE: The statement of community goals and objectives will directly lead to a capital plan for the overall site and existing facilities. As far as structural analysis, there is only one structure in need of that, South Barn and only three structures requiring extensive renovation, South Barn, Ford School, and Judge Blue’s Office. All other improvements would be minor interior or are visible from the exterior. As for the inventory of items, this has caused more issues than I anticipated. The goal of this is to provide Greenmead staff with policies and procedures on adequately categorizing, inventorying, and storing items of historical significance.

All other provisions of the RFP remain the same. The due date remains the same. All proposal responses must be submitted via the MITN website. No exceptions. Please acknowledge receipt of the addendum by including a copy with your formal bid response.

-----Addendum Acknowledgement-----

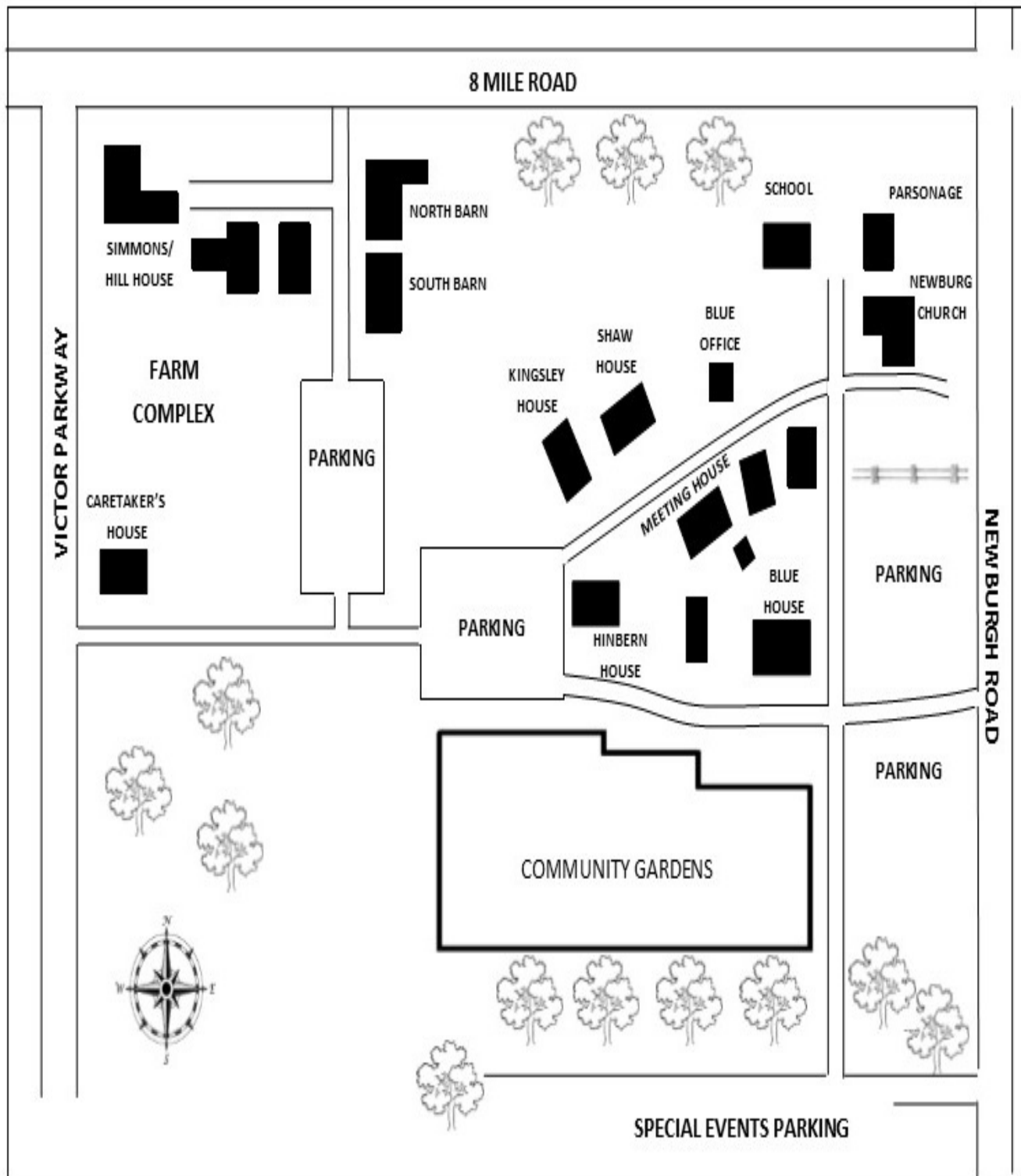
Company Name: Wade Trim Associates, Inc.

Acknowledged By:  Date: Jan. 5, 2021

Print Name: Adam Young, AICP

Title: Vice President

GREENMEAD HISTORICAL PARK MAP



/// INSURANCE ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Dr. Suite 980 McLean VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): 703-827-2277 FAX (A/C, No): 703-827-2279 E-MAIL: admin@amesgough.com ADDRESS:														
INSURED Wade Trim Associates, Inc. 500 Griswold Avenue Suite 2500 Detroit MI 48226	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Continental Insurance Company A(XV)</td> <td>35289</td> </tr> <tr> <td>INSURER B : Continental Casualty Company (CNA) A, XV</td> <td>20443</td> </tr> <tr> <td>INSURER C : National Fire Insurance Company of Hartford A(XV)</td> <td>20478</td> </tr> <tr> <td>INSURER D : Valley Forge Insurance Company A(XV)</td> <td>20508</td> </tr> <tr> <td>INSURER E : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER F : Transportation Insurance Company A(XV)</td> <td>20494</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Insurance Company A(XV)	35289	INSURER B : Continental Casualty Company (CNA) A, XV	20443	INSURER C : National Fire Insurance Company of Hartford A(XV)	20478	INSURER D : Valley Forge Insurance Company A(XV)	20508	INSURER E : Travelers Property Casualty Company of America	25674	INSURER F : Transportation Insurance Company A(XV)	20494
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COVERAGES

CERTIFICATE NUMBER: 959718958

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			6050071562	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			6050071576	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			6050071612	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	6050071609	10/1/2020	10/1/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E B	Excess Umbrella Professional Liability			ZUP-16N64105 AEH591913816	10/1/2020 10/1/2020	10/1/2021 10/1/2021	Occurrence/ Aggregate \$10,000,000 Per Claim \$5,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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For Proposal Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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/// MASTER PLAN SAMPLE EXCERPTS

Sample excerpts of two master plans for entities of similar scope and size to Greenmead Historical Park begin on the following page.



HISTORIC STRUCTURES REPORT

TIBBITS OPERA HOUSE

14 South Hanchett Street, Coldwater, Michigan 49036

Tibbits Opera Foundation & Arts Council, Inc.
November 25, 2019

THOMAS ROBERTS ARCHITECT

Architecture
Planning
Historic Preservation

2927 4th Street | Wyandotte, MI 48192 | 734.250.4032

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Additionally, the team would like to show their appreciation for the generosity of the Jeffris Foundation for their funding contribution and their dedication to midwestern historic preservation.

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3 SIGNIFICANCE

The Tibbits Opera House is listed on the National Register of Historic Places. The Register is the official list of places worthy of preservation in the United States. Authorized by the National Historic Preservation Act of 1966, the Register is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect America's historic and archaeological resources.

The Tibbits Opera House was listed on the National Register of Historic Places as a contributing structure in the Coldwater Downtown Historic District in 1990 and individually listed on the National Register of Historic Places in 2019. A property must demonstrate significance under at least one of four criteria to become eligible for the National Register of Historic Places and are as follows:

- A. Association with events that have made a significant contribution to the broad patterns of history;
- B. Association with the lives of significant persons in our past;
- C. Embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction;
- D. Has yielded or may be likely to yield, information important in history or pre-history.

The Tibbits Opera House is significant under Criterion A as the primary local gathering place for events of all kinds after the building's completion in 1882 until the transition of live performances into silent films in 1934, when the building's conversion into a movie theater terminated its Period of Significance. Constructed when opera houses were considered the main providers of entertainment across the United States, the Tibbits represents a way of life that existed when raw performances, live and unfiltered by today's technology, dominated Late Victorian culture in Midwest America. The Tibbits provided a multiplicity of entertainments to the city of Coldwater and surrounding region in the form of professional drama, concerts, speeches, lectures, art exhibits, and wrestling matches. Equally important are the big-name stars who performed on the Tibbits stage including, Maggie Mitchell, Viola Allen, Otto Kruger, and Otis Skinner.

Furthermore, The Tibbits Opera House is significant under National Register Criterion B for its association with Barton S. Tibbits. Tibbits was one of Coldwater's leading businessmen in the last quarter of the nineteenth century. He was engaged in several ventures, predominantly the manufacturing of cigars, and also served as mayor of the city for a short time. Tibbits' obituary stated that "no one in the history of Coldwater engineered such large business establishments and employed such large numbers of workmen." The Tibbits Opera House is the last remaining building influenced by Tibbits, and therefore uniquely able to demonstrate his impact on the city of Coldwater.

The building is also significant under Criterion C for its association with Mortimer L. Smith, a member of the Smith family architectural dynasty founded in 1855 in Detroit, Michigan. The firm went on to become the largest and oldest active architectural firm in the United States, known today simply as Smith Group. At a local level, the Tibbits Opera House is the only remaining nineteenth century opera house designed by Mortimer L. Smith left in southern Michigan. The high artistic value of the architecture itself is also of significance, as it demonstrates the Late Victorian Second Empire style and design inspired by Smith's previous work, the Detroit Opera House of 1869. The Second Empire architectural style originates from France and the reign of Napoleon III, 1852-1870. This style was meant to exude character and a sense of permanence. The style was most popular in the Northeast and Midwest and generally built in the more affluent regions of the country. At the peak of its popularity in the United States (roughly 1855-1885), the style was considered both fashionable and a contemporary statement of modernity. As a result of the Tibbits conversion into a movie theater in 1934, its façade was entirely stripped of its ornate Second Empire architectural details. Today, after a painstaking and meticulous reconstruction, the façade has been returned to its significant original Second Empire style architecture.

The significance of this building and its listing on the National Register of Historic Places is essential to further fund-raising efforts. Most private foundations favor National Register-listed properties, as well as many public grants. Public grants often designate certain funding exclusively to National Register-listed properties.

4 CONDITIONS ASSESSMENT

The conditions assessment has two primary purposes. First, is to provide a holistic view and to create a baseline of the building's condition at the time of the HSR. As restoration and rehabilitation ensue on the building, referral of the baseline condition can track progress either towards the desired goals or as deviant from original intentions. The second purpose is to illustrate the existing patterns of defects currently affecting the structure. For example, areas of plaster loss indicate severe water penetration through the envelope either in the past before repairs were made, or more recent damage that now requires repair.

4.1 Methodology

The Tibbits Opera Foundation and the TRA team assembled on-site to collect data on the current conditions of the Tibbits Opera House. The configuration of the theatre is such that all areas of the building are readily accessible, making close-up and detailed examination relatively easy. The team was able to access the roof level using the existing access ladders, and the attic over the auditorium was accessible by roof hatch and ladder.

During the initial organizational phase, the team reviewed copies of drawings and compiled photographs of the Tibbits Opera House as well as a detailed review of previous studies. The findings established in these reports are referenced throughout this section and included in the Appendices at the end of this HSR. Afterward, the team completed field measurements and verified details throughout the interior and exterior of the building. The findings were recorded on copies of the drawings provided by the Tibbits Foundation that served as base drawings for the project. All photographs were taken by the TRA team unless otherwise noted.

No destructive inspection or test methods were employed in the completion of this HSR, and all building systems and components were observed. The physical condition was assessed based on four major categories outlined by state and federal preservation guidelines and are as follows:

Excellent: Indicates that minimum maintenance and no repair is needed.

Good: Indicates that minimum maintenance and simple repair is needed.

Fair: Indicates that minor maintenance or repair is needed.

Poor: Indicates that major repair or replacement is warranted.

The team also identified areas or components of the building requiring immediate attention as a life safety concern, elements to be selectively removed to prevent further damage, and locations to be monitored regularly. The team met to share findings of the assessment and discuss pertinent issues and subsequently met with the stakeholders to review findings and gain feedback. Digital photograph documentation was made of all building features during the assessment. The images were logged and serve to illustrate defects in and conditions of materials and systems as recorded in field notes. Data collected in the field was organized and incorporated into this document.

4.2 Site Conditions

The Tibbits Opera House is located at 14 South Hanchett Street in Coldwater, Michigan. The building sits on Lot 160, in the North East ¼ of Section 21 of Branch County, and is conveniently located in Coldwater's central business district. The downtown area is densely settled with commercial buildings lining most of the city streets. Within a 5-minute walk from the theatre, one will find public buildings, numerous retail stores, and restaurants. Most buildings within this vicinity have a historic character and compose a harmonious cityscape.

The building footprint covers the vast majority of the lot. The building is built to the lot line on the north and east facades. The primary patron entrance of the theatre faces east on Hanchett Street between Chicago Street and Pearl Street.

An elevated porch and poured concrete sidewalk along Hanchett Street were installed during the 2013 façade reconstruction project and are in good condition. Painted steel handrails on the porch show

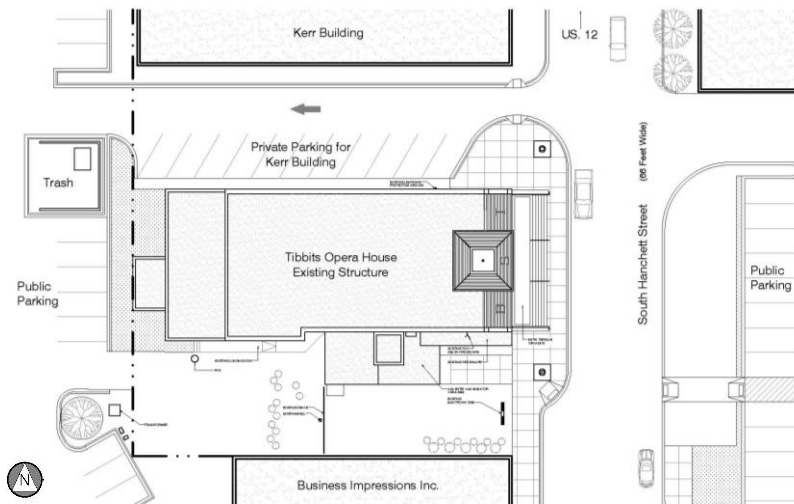


Figure 30 - Existing site plan of the Tibbits Opera House.

signs of rust in several locations, which will require sand, primer, and paint.

In the north, the exterior masonry walls of the theatre terminate at the public drive. This asphalt drive was installed in 2015 as part of the Kerr Building redevelopment and designated for Kerr resident parking. A 3-foot-wide poured in place concrete sidewalk separates the building from the asphalt drive.

A metal emergency egress stair from theatre balcony is located on the south façade and terminates at the Hanchett Street sidewalk to permit passage away from the building. The south elevation of the original building abuts the ADA entry building for 25% of the length of the elevation, beginning approximately 40 feet from Hanchett Street. This 2006 ADA building addition is approached by a poured concrete sidewalk that is nicely landscaped and is in good condition. South of the building addition is a gravel courtyard that is in fair condition. Grade in this area slopes to a maintenance hole with no evidence of ponding of water in this area. The gravel courtyard features an electronic sign installed in 2018. This sign is located near the sidewalk facing Hanchett Street and is used to promote theatre events.

An electric transformer is located on the southwest corner of the property and feeds overhead lines and service to the Tibbits. Deliveries and loading for the Tibbits Opera House also occur in the southwest corner of the property. There is direct access to the loading area through the west parking lot, but easy access to the stage loading area is limited due to changes in elevation.



Figure 31 - View of the southwest corner of the building and existing loading dock and transformer.

At the rear of the building to the west is a well maintained 15-foot municipal lawn and a parking lot, established in 2003 that is in good condition. Grading of the lawn area appears to slope away from the building. Roof downspouts empty on to this area with leaders and splash blocks.

The operation of the theatre at capacity has not generated a parking deficiency. Directly across S. Hanchett St. 100 parking spaces are available, and an estimated 200 spaces are available within walking distance. Approximately 50 parking spaces are available directly behind the Tibbits as well as additional street parking on both sides of Chicago Street and Hanchett Street. Considering an average of one car per 3 theatre seats and a maximum house capacity of 526, 176 parking spaces, including six accessible, are required for this facility by the City of Coldwater Zoning Ordinance.

Due to the lack of space within the Tibbits, some theatre programming elements are housed offsite. An administrative space, costume shop, and costume storage are located a block away on the main street. The administrative space is an open area that occupies the front portion of

the main floor. The basement is devoted to a costume shop and extensive costume storage. This building is full of flammable materials, and extreme care must be used to keep it organized, neat, free of unnecessary combustion risk, and exits easily accessible. Likewise, most costume shops and costume storage spaces are appropriately located in association with rehearsal studio space because the actors in rehearsal are frequently called for fittings in the shop.

The scenery shop space is also located at a site elsewhere. While most scenery and prop shops are conveniently located with a direct passage at stage and elevation to the stage, devoting downtown real estate for such a purpose is inconvenient.

Some of these functions can continue its accommodation on a property off-site. However, additional space for paint shops, prop shops, storage, and support spaces would increase efficiency to three or four times the current rate. Therefore, to sustain the constant use of the theatre, a building addition is recommended to house costume storage and shop/wing space with vicinity to the stage.

4.3 Exterior Building Conditions

4.3.1 Roof Structure

Good condition. The main roof structure over the auditorium and stage house consists of long span wood trusses that support wood purlins supporting 2x8 roof joist and wood tongue and groove decking. The wood trusses bear on masonry walls. Framing that supports the dome and chandelier is attached to the wood trusses. The low roof structure over the dressing areas is wood joists that bear on masonry walls.

4.3.2 Roofing System

Fair to good condition. The roofing of the auditorium is a spray polyurethane foam fully adhered roof system with liquid applied membrane coating that is in good to fair condition. The exposed roof surface has faded, but the material is not brittle and shows no obvious failures. It is reported to be approximately ten years old and was installed over an earlier built-up roof. Two ventilator hoods constructed of galvanized sheet metal exist. Originally there was one central ventilator hood in the roof, and its purpose was to ventilate the

auditorium and stage house. The hoods were abandoned when the current cooling system was introduced and are to be removed.

The roof is sloped to drain from front to back. Runoff is collected by a continuous gutter and downspout that directs water to the lower roof. The gutters and downspouts appear to be in good working order. There is evidence of prior problems with leakage of the roof near bearing walls in the attic. The membrane system installation contains no seams nor patches. The underside of the wood deck has few patches and only minor moisture stains. The membrane roofing terminates on the parapet beneath stainless steel flashing that is tucked under the limestone coping. Five chimneys constructed of brick and mortar are located on the upper roof, are in good condition, and have been capped.



Figure 32 - View of the roof looking east at the Cupola.

The auditorium roof and related building exterior appears to be in overall good condition. Areas of potential hazard exist near the chimneys and cupola support steel bearing points. The roof system has not exceeded its useful life; however, it will require more frequent and vigilant inspection and maintenance.

The lower roof over the rear portion of the building also has a spray polyurethane foam roofing system with liquid applied membrane and is in good condition. The roof is sloped from front to back. Rain and runoff from the upper roof are collected in continuous galvanized steel gutters and downspouts. There are no mechanical units mounted on the upper and lower rooftops.

4.3.3 East Elevation (Main Façade)

The front façade of Tibbits Opera House is fifty feet tall with a dome extending an additional twenty feet above. The façade is symmetrical, with a central portion of the building protruding out approximately twelve inches to create a central tower-like element, flanked by a section on either side of the building.

This “tower” is topped with a Second Empire square-plan convex mansard roof, commonly referred to as the dome. The dome design, along with the mansard roofs below on either side, includes a pattern of imbrications (overlapping tiles) consistent with the original dome. The letters “B,” “S,” “T,” the initials of Barton Smith Tibbits, are spelled out in the tiles. A twelve-inch-tall gray cresting outlines the small deck area atop the mansard roof’s lower slope and features a twenty-foot tall flagpole. The flat roof over the rest of the building is elastomeric and located behind parapet walls, unseen from the ground. All the copper decorative metalwork on the front façade is painted ochre cream, based on paint samples taken from original metalwork and analyzed following the Secretary of Interior’s *Guidelines for the Treatment of Historic Properties and Standards for Reconstruction*.

Metal cornices and frieze containing egg and dart patterns are located atop the mansard roof on either side as well as across the top of the tower protrusion. A heavier cornice sits at the bottom of the mansard roofs, and both are interrupted by the central “tower.” These are supported by a series of decorative corbels, which appear as modillions due to the pattern of light and shadow they form. The mansard roof on either side of the “tower” spanning the front terminates at each end with a decorative pilaster. This pilaster extends from the top of the mansard roof to the bottom and is even with the metal cornice. A Griffin caps the front end of each roof pilaster, one facing north and the other south. At the bottom of each coping, located at the corners of the “tower,” two paired corbels support pedimented crests, each containing a circular flower blossom.

The central “tower” brickwork extends above the mansard roof to the bottom of the dome. Between the brick and the dome are the same heavy cornice, frieze, and decorative corbels seen at the bottom of the



Figure 33 - View of the east elevation; the main façade and primary entrance to the Tibbits Opera House.

mansard roof flanking either side of the “tower.” A metal pediment interrupts the cornice and frieze at the center containing a half-domed niche that holds a gold-painted bust of William Shakespeare (the original bust was bronze). Rounded arch moldings featuring a radial motif appear at the corners of the “tower” protrusion, both on the front and sides. Again, this cornice is supported by decorative corbels.

The second floor of the front façade contains symmetrical fenestrations centered above the building's main entrance. In the center of the “tower,” under a wide decorative Roman arch, are three sets of narrow double-hung one-over-one windows stacked two tall. The top set of windows are arched while the bottom set are rectangular. Each set is flanked with a Composite column beside the top row of windows and rests on a pilaster beside the lower row of windows. The Composite order columns are reconstructions of the original 1882 columns. A circular cartouche located directly above the center window displays the date 1882. It is flanked with decorative scrolling replicated in the style and form of the late-Victorian era. The three sets of windows are surmounted by a full rounded arch window hood that bears the name “Tibbits Opera House” in gold lettering. The large window hood is decorated with a classic egg and dart pattern. The Roman arch is flanked on either side by monolith piers supporting tri-partite brick pilasters topped with decorative cartouches containing a three-leafed plant. Two courses of the brick are painted white at the top and bottom of the tri-partite pilaster to simulate sandstone capitals and bases that create a stringcourse. All metalwork on the front façade recreated the original design based on measurements made from salvaged original metalwork, historic photographs, and physical evidence left on the brickwork.

On the second floor, flanking each side of the wide Roman arch, are paired narrow double-hung one-over-one windows. These windows are separated by a decorative Composite order column, and the outside edges are framed with Composite order pilasters. The fenestrations are centered above the flanking openings on the first floor below. Directly above the pair of windows are Roman arched transom windows supported from brick piers, rising beside these piers are taller brick piers extending above the Roman arch. They, too, have



Figure 34 - Close-up view of the east façade and “tower” component.

two courses of painted bricks which simulates sandstone. Centered above the transom windows is a rondel window surrounded by decorative scrolling. A large full arched window hood finishes and tops the paired fenestrations. Located at each corner of the building is a bi-partite pier atop a monolithic pier next to the Roman arch.

The first-floor main entrance consists of two pairs of entrance doors at the center separated by a classical original cast iron column. They are protected by a replicated decorative metal balcony above that is supported by massive consoles on either side. The same style of console, although reduced in scale, visually supports the cornice above the central entrance doors. A pair of period brass lamps, featuring a female figure holding a light globe, adorn the corners of the balcony. They are of the same era and closely resemble the originals, and like the originals were converted from gas to electric power.

The portions of the facade flanking either side of the protruding central entrance has two bays. Historically, a door was located at the right-hand bay of the north set. This provided access to the business located in the basement of the building. Sometimes the opening next to it was a door, and sometimes it was a window, as seen in the evolution of historical photographs. On the south set of bays, one opening held a pair of doors, and the other was a window. Some historic photographs show the doors on the left, and other times on the right. All the wood entry doors were recreated with substantially heavier material to withstand the climate better, accommodate the customized panic hardware required for modern code compliance, and to meet the Secretary of Interior's *Guidelines for the Treatment of Historic Properties and Standards for Reconstruction*. The doors on the front façade are painted "hunter green," which was discovered to be the historical color in a paint analysis completed in 2002 with a grant from the National Trust for Historic Preservation. Both sets of flanking openings have complete, original, and rectangular transom windows. These transom windows contain an original scrolled wood framing to fill in the decorative segmental arch of brick soldier coursing, capping each bay. All doors have large narrow panel glass insets with raised panel decoration below.

The first-floor entrance level of the Tibbits Opera House is located approximately two feet above street grade. The top landing is composed of modern brick pavers laid out in a grid pattern, and documents donors who participated in the reconstruction of the facade. Two brick half-walls with decorative handrails flank the steps and landing, and feature brick in a running bond capped with limestone to match the exterior of the building proper. The entire façade reconstruction was completed in 2013 and, overall, is in excellent condition. It is recommended to continue with the current façade maintenance plan, including regular inspections and cleaning.

4.3.4 West Elevation

At the rear, the height of the building drops from fifty feet to approximately twenty-six feet at the two-story backstage area. The walls are constructed of red and orange common brick in a common and running bond. Part of the two-story west wall has been parged

and painted gray. There are a few instances of infilled window openings on the upper level. One double hung vinyl window provides insufficient egress from second-floor dressing rooms, is in poor condition, and is recommended to be replaced. The roof slopes from the front of the building to the rear, therefore galvanized metal gutters and downspouts drain the upper roof to the lower roof and then to grade. Gas service enters the building in the southwest corner. There is a small one-story exposed concrete block addition on the rear of the building proper, where toilet facilities were historically located. Currently, the addition contains (2) new high-efficiency boilers and pumps. A "Tibbits Opera House" sign hangs on the small one-story addition. In conclusion, the west elevation is in fair to good condition.



Figure 35 - View of the west elevation.

4.3.5 North Elevation

The north elevation wall is constructed of red and orange common brick in a common and running bond. The walls are topped by stone coping with chimneys projecting above the parapet. One can see the shadows of previous adjoining structures that had been attached sometime in the past. There is no evidence of past wall openings, nor are there any openings currently. Anchor plates and tie rods are also visible along with lightning protection that runs down the face of the building. The north elevation wall overall is in good condition.



Figure 36 -View of the north elevation.

4.3.6 South Elevation

The walls on the south elevation are constructed of red and orange common brick in a common and running bond. The walls are topped with stone coping and contain projecting chimneys above the parapet. There are a few instances of infilled window openings on the upper level. A portion of brick on the rear of the south wall has been parged and painted gray. It appears that a tall double door was added to the south wall to access the backstage area, perhaps to accommodate enlarged sets. At the west end of the wall are the back of house support and loading dock, containing an applied coating and steps down to grade. Overhead electric service enters the building in this area. At the east end, a steel-framed fire escape was added during the 1930s movie theater renovation. There are now painted art wall panels under the fire escape and adjacent to the corrugated metal-clad accessible addition. Overall, the south wall elevation is in good condition.

A single-story addition with a basement was added in 2006 to provide ADA access to the theatre. The walls are constructed of metal studs, covered in corrugated metal siding, and are temporary. The roof is sloped and clad with asphalt shingles, and the gable end faces south. The elevator tower is also covered in corrugated metal siding and extends upward to the balcony level for future access to the balcony level. This single-story addition with a basement is in good to excellent condition.



Figure 37 - View of the southeast façade.



Figure 38 - View of the southwest façade.

4.4 Structural Components

The Tibbits Opera House contains a total of approximately 12,500gsf exclusive of attic and roof space and is of load-bearing masonry wall construction. The foundation features 24" thick fieldstone walls and ends just below grade. From this point upwards, the 20" thick brick structure continues above the roof and is capped with a 4" thick coping stone. The brick structure reduces in thickness to 16" at the balcony level and 12" at the ceiling level. The Interior bearing walls are constructed from 2x6's supported on timber beams as well as cast-iron columns in the basement. Floors, ceilings, and roof assemblies

are of wood construction. The load-bearing and wood frame structure is generally in good condition.

4.4.1 Foundations

Onsite observation indicates the soil bearing capacity and original stone foundation designs are adequate. The interior face of the original fieldstone foundation walls is located behind false brick walls in the basement and are generally in good condition but require pointing. Poured concrete foundation walls were exposed in the 2006 addition and are in good condition as well.

4.4.2 Walls

Existing load-bearing brick walls are plumb and true, with no major problems observed. However, some minor vertical cracks were observed at the locations of the chimneys. The cracks have radiated through the plaster on the interior and will require repair. The existing stage house load-bearing walls made of brick are in good condition and are believed to be capable of supporting new steel grid loads, but will not support a vertical extension of the stage house. Future analysis of the stage house walls will be required.

4.4.3 Framing

The existing attic wood trusses appear structurally sound and are in fair to good condition, although longitudinal cracking and splitting of the top chord and web members sightlines on the two trusses below the cupola. Noticeable deflection was observed in the ceiling joists on each side of the dome. Existing ceiling joists will require repair, reinforcing, or replacement. Additional analysis will be required.

It is highly suggested to eliminate the anachronistic steel balcony hanger rods due to stress placed on the roof structure. The recommended solution includes new steel framing below the balcony to provide clear sightlines in the auditorium.

Existing ceiling joists for the theater house appear structurally sound and are in fair to good condition, although there are several locations where joists were cut to insert light slots, and the openings were never properly framed nor reinforced.



Figure 39 - View of the longitudinal cracking and splitting of the top chord and members below the cupola.

The installation of a 22' diameter turntable in the 1960s has resulted in structural damage to wood floor joists supporting the stage and has caused deflection of the stage floor. The floor joists are in fair condition but require replacing where spans are cut, including 2 x 10s at 16" o.c. for 10'-6 and 15'-0 span and 3 x 10s at 16" o.c. for 23'-6" span.

Roof deck and framing were modified to accommodate the recreated mansard roofs on the east façade as well as the addition of steel framing to reinforce existing conditions. The roof deck and framing are overall in fair to good condition.

4.4.4 Stage Fly Gallery and Grid Iron

This space is now 137 years old. The construction of the wooden grid members and support beams is of concern. The existing wood grid is unsafe and inadequate. Its plank floor is laid with far too much open space between planks, making it difficult to spot lines or work safely. It was not possible at the time of inspection to get close enough to these beams to check them and the wood-sided loft blocks for cracks or splits. Also, the pin rail shows signs of years of wear and is less stable than is to be expected. It is strongly recommended that a structural engineer, licensed in the State of Michigan, be retained to make the necessary tests and calculations on these items to determine their current condition, load limits, and future viability.

5 TREATMENT RECOMMENDATIONS

5.1 Secretary of the Interior Standards for the Treatment of Historic Properties

The Secretary of the Interior's Standards for the Treatment of Historic Properties are historic preservation principles designed to promote the best practices and to assist in the protection of historic buildings of all materials, construction types, sizes, and occupancy. These principles encompass both the interior and exterior of the building, as well as its site and context. They are intended to promote responsible preservation practices that help protect the nation's irreplaceable cultural resources. Compliance with these standards is strongly encouraged and provides an established guideline for stewards of historic structures.

Also, to become certified for Federal or State Historic Tax Credits, the project must be determined by the MI SHPO to be consistent with the historic character of the structure and the district in which it is located. They also become regulatory when pursuing federal funding or if the project is subsumed under certain federal programs.

The standards consist of four approaches to the treatment of historic properties: Preservation, Rehabilitation, Restoration, and Reconstruction. For more information on the Secretary of the Interior's Standards for the Treatment of Historic Properties, please consult the NPS 2017 Revised Standards and Guidelines in the Bibliography.

Preservation is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of a historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project. However, new exterior additions are not within the scope of this treatment. The Standards for Preservation require retention of the greatest amount of historic fabric along with the building's historic form.

Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions

while preserving those portions or features which convey its historical, cultural, or architectural values. The Rehabilitation Standards acknowledge the need to alter or add to a historic building to meet continuing or new uses while retaining the building's historic character.

Restoration is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project. The Restoration Standards allow for the depiction of a building at a particular time in its history by preserving materials, features, finishes, and spaces from its period of significance and removing those from other periods.

Reconstruction is defined as the act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location. The Reconstruction Standards establish a limited framework for recreating a vanished or non-surviving building with new materials, primarily for interpretive purposes.

5.2 Preservation Philosophy for the Tibbits Opera House

The four approaches to the treatment of historic properties consider the relative significance of each space within the overall site. These spaces are either of Primary Significance or Secondary Significance. Zoning by significance is based on three factors:

- The relationship of the space to the criteria that establishes the building's overall significance (e.g., The Restoration of the performance hall in a performance building).
- Public exposure of that space (e.g., Restoration of the lobby and hall and related spaces of public movement).
- The historical integrity of that space (e.g., Restoration of the lobby, hall, and other areas rich in architectural character or extant character-defining features).

Areas of Primary Significance are those spaces exhibiting unique or distinctive qualities, original materials, or elements; These spaces are

to be preserved or restored. Areas of Secondary Significance are those spaces that are modest, void of highly significant or original features, materials or conditions; these spaces are usually the most appropriate places to make changes or rehabilitate which may be necessary in a historic building, such as those required to meet code or to install mechanical equipment

Treatment Zones are the key to the appropriate application of a preservation philosophy. In the context of the four approaches to the treatment of historic properties, treatment zones are areas that receive different or selective treatment depending on the significance of the space or feature.

Based upon the complexity of conditions found at the Tibbits Opera House, two main treatments of Rehabilitation and Restoration are necessary.

The following areas and features are of Primary Significance: The main Entry Lobby and House including all existing and missing original features within. These areas and features are to be considered part of the **Restoration Zone** and are to be retained and restored. Any new construction is recommended to be reversed without damage to historical integrity.

Missing features are those that would be considered highly significant if still extant, including light fixtures, balcony support columns, lobby stairs, and the balcony level promenade. The dual lobby stairs are to be reconstructed compatible with their original designs. The reconstruction of missing features will be based on evidence such as written descriptions, drawings, or physical indications.

The areas and features of Secondary Significance include the stage house, backstage areas, and basement. These spaces and features are to be considered part of the **Rehabilitation Zone**. Most of these areas retain some historic surfaces, so they are to be altered sensitively.

Free Zone is defined in this HSR as a space that never had or lost all its historical integrity and that any character it once had was not of particular note. For example, the south ADA addition and the west utility addition were constructed after the period of significance and therefore did not contribute to the historical significance of the Tibbits

Opera House. These spaces, however, are important for meeting codes and accommodating modern functions of the theatre.

Every property listed on the National Register of Historic Places requires a Period of Significance. A Period of Significance is defined as the period when a building's association of characteristics, which qualify as significant, occurred. During the planning of a historic building's rehabilitation, the Period of Significance is often used to guide decision-making as to what spaces or features should be preserved, restored, or rehabilitated. A building is then typically restored to represent a "point in time" related to its Period of Significance. When this specificity is implemented, the mixing of features that would not have been historically present at the same time is avoided. This representation of "as-built" design is common for buildings to have a period of significance as the date of construction or the historic-looking of any significant alterations or additions.

The Tibbits Opera House is deemed significant under criteria A, B, and C for listing on the National Register of Historic Places.

The theatre was constructed in 1882 by Barton Tibbits, a prominent figure in the community. Its duration of unaltered high-quality architecture in the French Second Empire Style and operation as a community venue for live productions ended in 1934, with the onset of the movie era.

The Tibbits Period of Significance is 1882-1934. Therefore, Restoration, where Restoration is appropriate, is to be targeted during this period. In areas to be Rehabilitated, originating elements are to be retained if deemed significant and treated sensitively within the current code and needs of the theatre.



 Basement Level Plan - Treatment Zones
Scale: 1/16" = 1'-0"

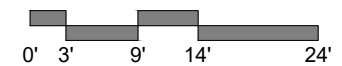
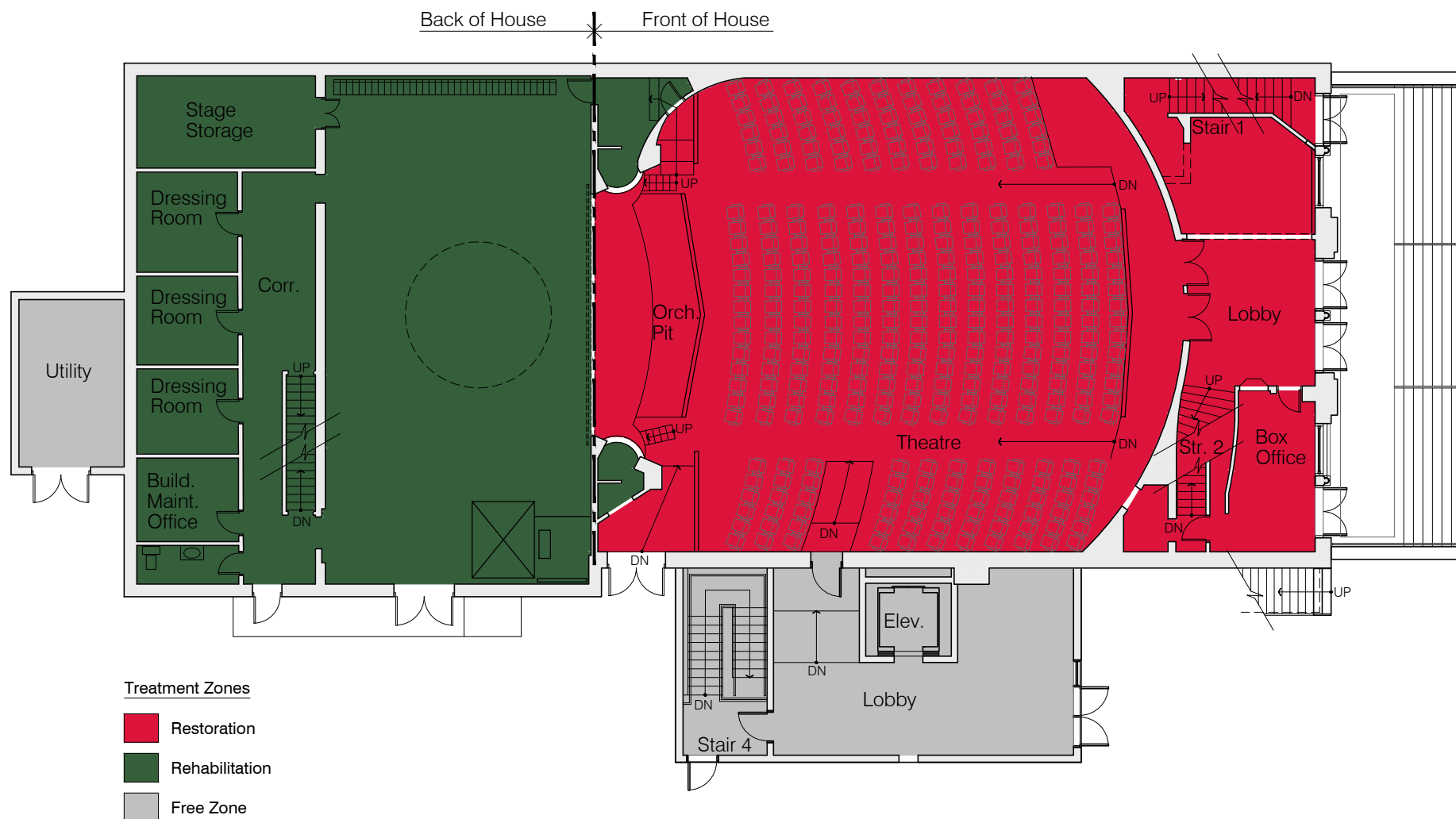
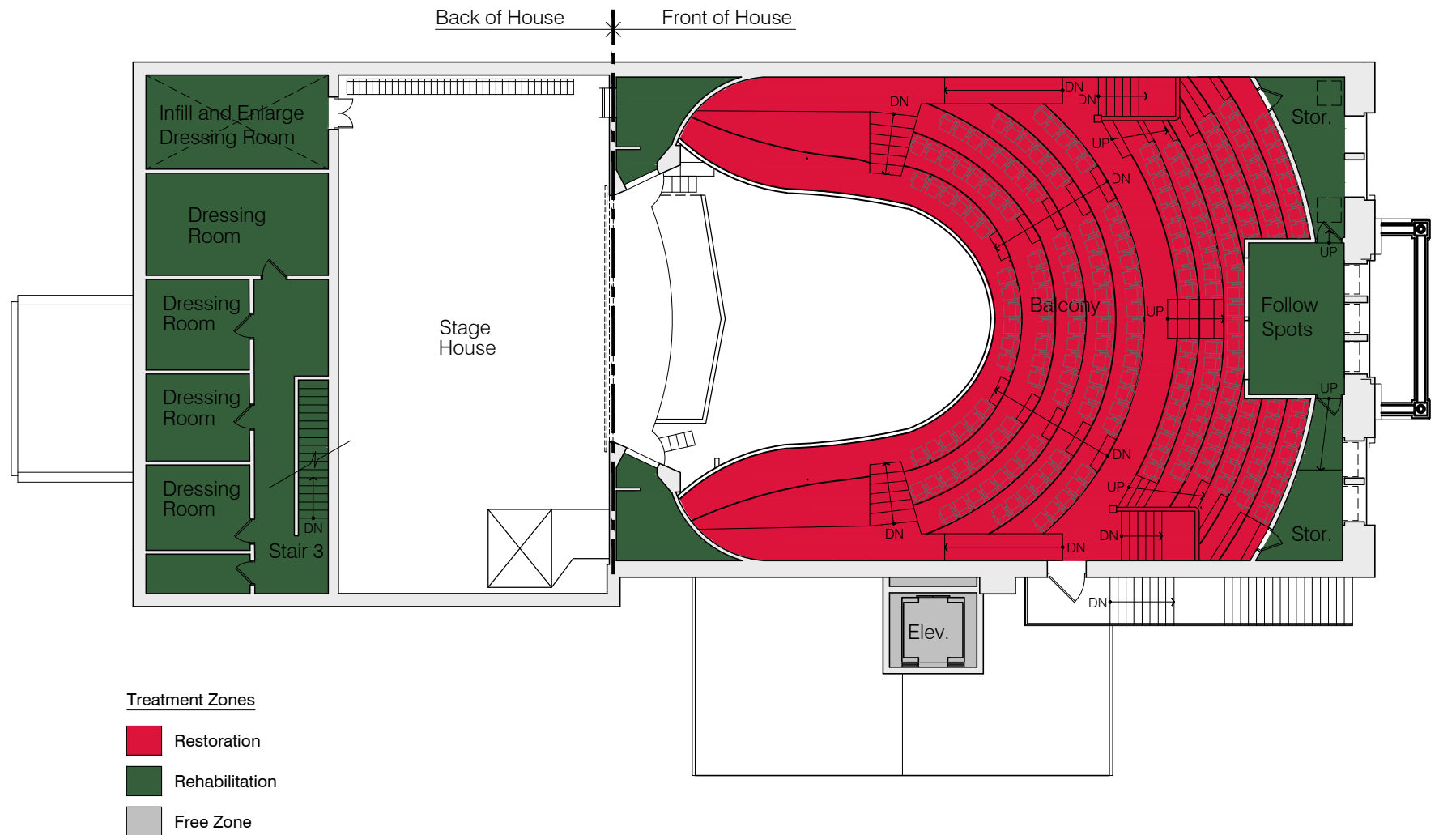


Figure 95 - Basement Level Plan Treatment Zones.



Orchestra Level Plan - Treatment Zones
Scale: 1/16" = 1'-0"

Figure 96 - Orchestra Level Plan Treatment Zones.



 Balcony Level Plan - Treatment Zones
Scale: 1/16" = 1'-0"

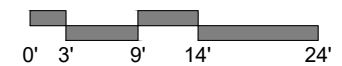


Figure 97 - Balcony Level Plan Treatment Zones.

6 RECOMMENDED SCOPE OF WORK

This section serves as an overview for the recommended treatment of the historic Tibbits Opera House. Intentions are to outline causations and to give guidelines for treatment and maintenance. This report is not to be used, however, as specifications prepared by professionals of architectural, engineering, and conservation standing.

When preserving historic buildings, two important concepts should always be of primary consideration. First, “repair rather than replace damaged historic features.” As it has been documented in the short history of America and by the extensive architectural history of the old world, most building materials do not wear out, and well-maintained buildings and materials will last for hundreds of years with little need of replacement. In the preservation field, “historic-looking” is not the same as “historic.” Similarly, the more historical materials replaced, the less of the building’s history lay before humankind. The second consideration is to “use the gentlest means possible.” Often, well-intended but aggressive treatments cause damage to the historic fabric of the building, which cannot be remediated. Therefore, it is always advisable to test treatments in an inconspicuous location before applying treatment to the entire building.

Proposed Scope of Work has been identified under three categories:

Critical: Improvements to existing the facility that allow for continued functionality.

Important: Additions that enhance the efficiency and capacity of the theatre.

Ideal: Additions that implement the grand vision for a public event space.

6.1 Critical – Restoration Scope

Critical – Restoration Scope includes the restoration of the existing building and theatre. The mechanical, electrical, plumbing, and theatre systems will be modernized. The following is a bullet-point description of the scope of work:

Basement Level

- Enlarge men’s and women’s restrooms and relocate sewage sump and ejector pump.

- Renovate existing bi-level gallery and exhibition space, including ceiling, wall, and floor finishes, lighting, and HVAC.
- Relocate gift shop to upper level of gallery.
- Add an elevator stop at the upper level of the gallery.
- Renovate the existing kitchen and expand concessions.
- Enlarge existing green room and maintain access to orchestra pit.
- Relocate existing electrical and mechanical room and repurpose for an Art Studio.
- Consolidate and expand the storage area.

Orchestra Level

- Renovate lobby.
- Replace the stairs between the lobby and basement. In order to allow for expanded public restrooms in the basement, only the north stair will be replaced and its layout will match the location and curvature of the proposed new stair above.
- Replace the stairs between the lobby and the balcony. The south stair is in the layout of historical descriptions. However, it will require some reframing due to the proposed demolition of the box office, which is not original. A new north stair mirroring the south stair in the original layout is proposed.
- Add a light lock between the lobby and house. The theatre’s building restoration committee identified light infiltration from the lobby as a major concern during performances. However, they do not want to compromise the visual impact of the house upon entering. Therefore, the proposed plan introduces a small section of wall with a large opening that can be closed off with blackout curtains to block the lobby doors.
- Replace fixed seating and provide a range of seat sizes with integral aisle lighting. Add box seating areas.
- Replace stage floor and stage curtains.
- Renovate existing dressing rooms and bathrooms. Add locker storage in the backstage corridor.

Balcony Level

- Replace balcony hangers and support from below with new structural steel.
- Renovate light/sound control room.
- Remove light slots and add box booms.
- Reframe stairways and add box seating areas.
- Replace fixed seating and provide a range of seat sizes with integral aisle lighting.
- Replace the existing wood grid with a new steel grid.
- Replace the existing counterweight rigging system with a new mechanical rigging system.
- Replace the existing lighting system with a new LED system.
- Renovate existing dressing rooms and bathrooms. Add locker storage in the backstage corridor.

Attic Level

- Reinforce roof trusses exhibiting longitudinal cracking and splitting under the cupola.
- Reinforce/replace theatre ceiling joists previously cut for light slots.

6.2 Critical – New Construction Scope

Critical – New Construction Scope includes a two-story addition on the west side of the building and a two-story addition on the south side of the building. The south addition includes an extension of the stair and elevator to the Balcony Level. The following is a bullet-point description of the scope of work:

Basement Level

- Relocate pump room to the southeast corner of the addition.
- Add an elevator stop at upper basement level.

Orchestra Level

- Relocate fire protection, fire alarm, mechanical equipment, electrical equipment, and phone/data equipment to rear addition.
- Provide a new high-efficiency HVAC system with the capacity to handle both the existing building and all future proposed additions. The proposed system includes five rooftop units

with ducted heating/cooling distribution to each building zone above grade. Furnaces and condensing units will serve the basement.

- Provide fire protection, fire alarm, and emergency and exit lighting throughout the facility compliant with current codes.
- Rebuild lobby addition to support extension of existing elevator and stairway.
- Relocate box office to lobby addition with service window between original building and new addition.
- Provide an enclosed connection between lobby addition and stage.
- Provide landscaped and furnished outdoor plaza.
- Enlarge loading dock and add driveway.

Balcony Level

- Relocate laundry, wardrobe storage, and fitting rooms to rear addition.
- Add an elevator stop at balcony level.
- Extend egress stair to the balcony level.
- Provide the second story to lobby addition, with usher room and dimmer storage room accessed from the stage.

6.3 Important – Restoration Scope

Important – Restoration Scope includes the renovation of the stage storage room into two dressing rooms. This is a result of the storage being relocated to the new shop addition. The following is a bullet-point description of the scope of work:

Orchestra / Balcony Level

- Renovate existing two-story set storage room into a dressing room at each floor level.
- Extend M.E.P. systems in this area as necessary.

6.4 Important – New Construction Scope

Important – New Construction Scope includes shop/wing space addition in the southwest corner. This addition will have a dramatic impact on programming and provide a multi-purpose space. The following is a bullet-point description of the scope of work:

Orchestra / Balcony Level

- Provide two-story shop/wing space with loading dock and stage access.
- Provide maintenance and management offices, tool room, and janitor closet, with storage loft above.
- Provide rooftop mechanical equipment on addition.

6.5 Ideal – Restoration Scope

Ideal – Restoration Scope includes the installation of a wheelchair lift. This is a result of the change in floor elevation between the stage and the orchestra level. The following is a bullet-point description of the scope of work:

Orchestra Level

- Add wheelchair lift between audience seating and stage at box right.

6.6 Ideal – New Construction Scope

Ideal – New Construction Scope includes expanded entry lobby with box office/gift shop and bathrooms on the first floor and bathrooms and outdoor terrace on the balcony level. This addition will have a dramatic impact on the patron experience. The following is a bullet-point description of the scope of work:

Orchestra Level

- Connect lobbies in the original building and new addition.
- Relocate box office within new lobby addition.
- Relocate gift shop from basement level to new lobby addition.
- Provide men's and women's restrooms, including 5-7 stalls each and a drinking fountain.
- Provide a storage room.
- Connect new lobby addition with shop/wing space.

Balcony Level

- Expand lobby and add roof terrace with an operable window wall between.
- Provide a portable bar.
- Provide connection with loft of shop/wing space.

- Provide men's and women's restrooms, including 5-7 stalls each and a drinking fountain.

6.7 Proposed Drawings

The following seven pages show proposed floor plans for each level of the building and each phase, including Critical, Important, and Ideal.

The floor plan revisions are necessitated by current code requirements, functional necessity, and provisions for mechanical, electrical, and plumbing systems. Modernized theatre systems are also critical to the longevity of the facility.

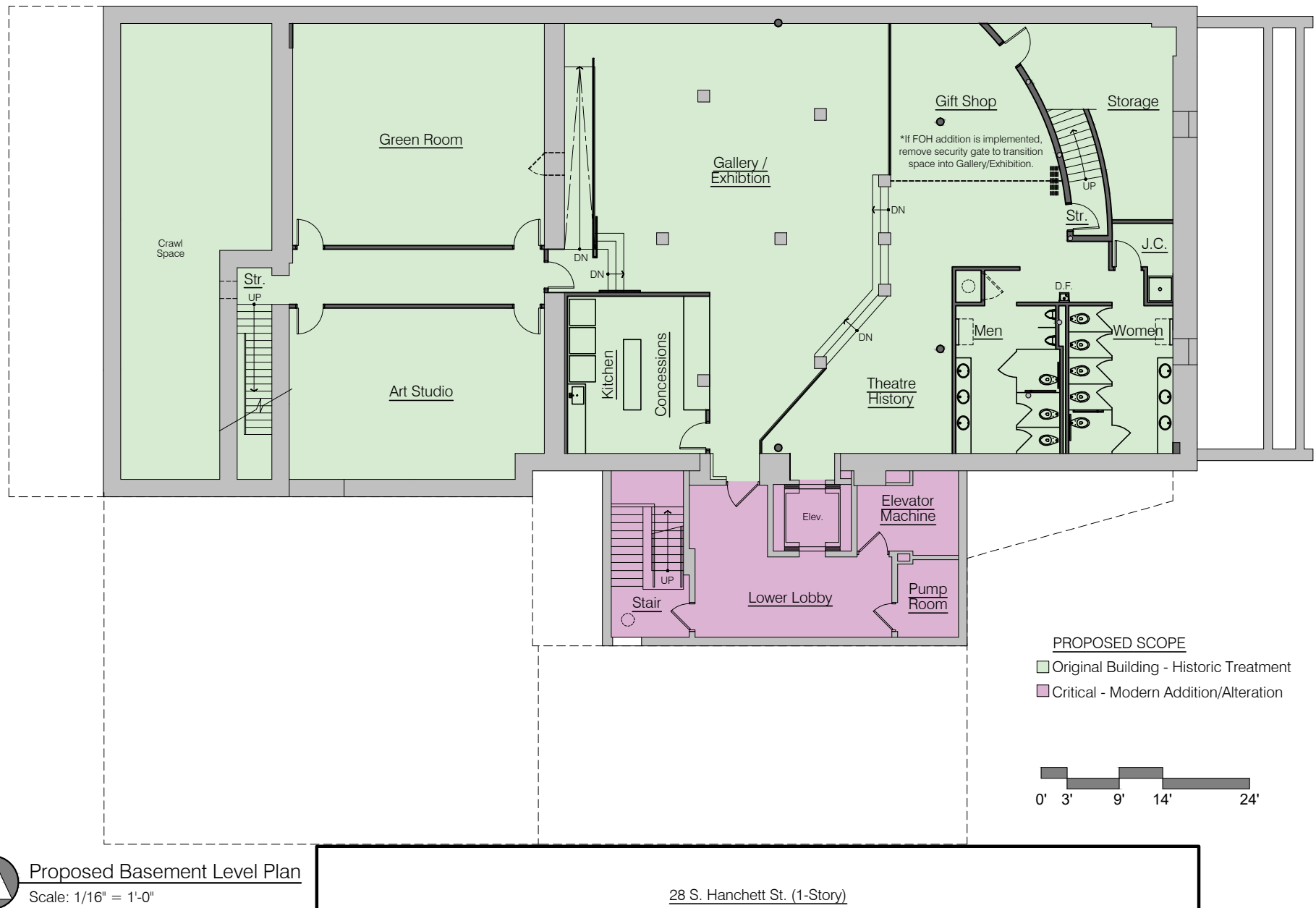


Figure 98 - Proposed Scope Basement Level Plan.

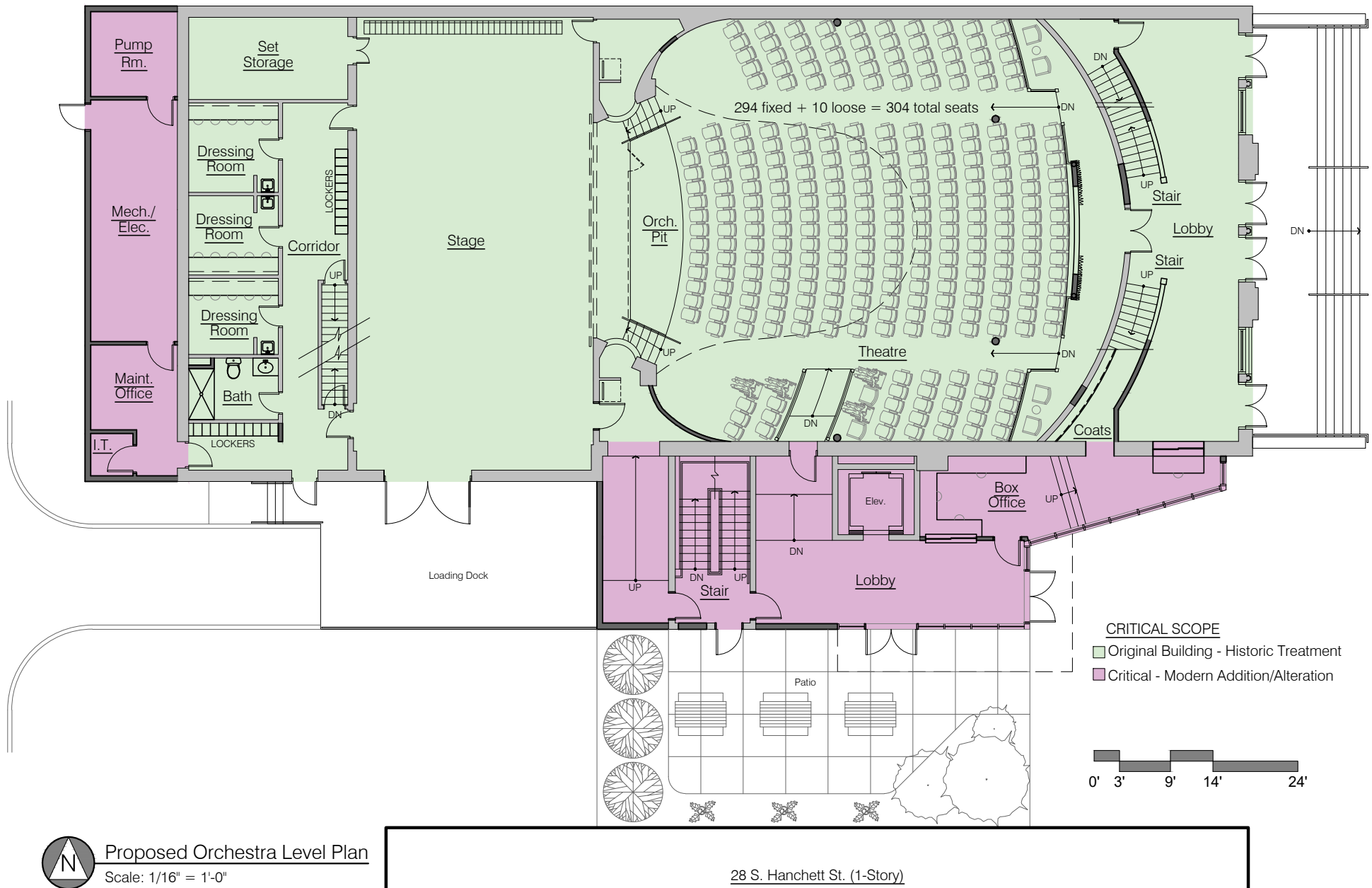
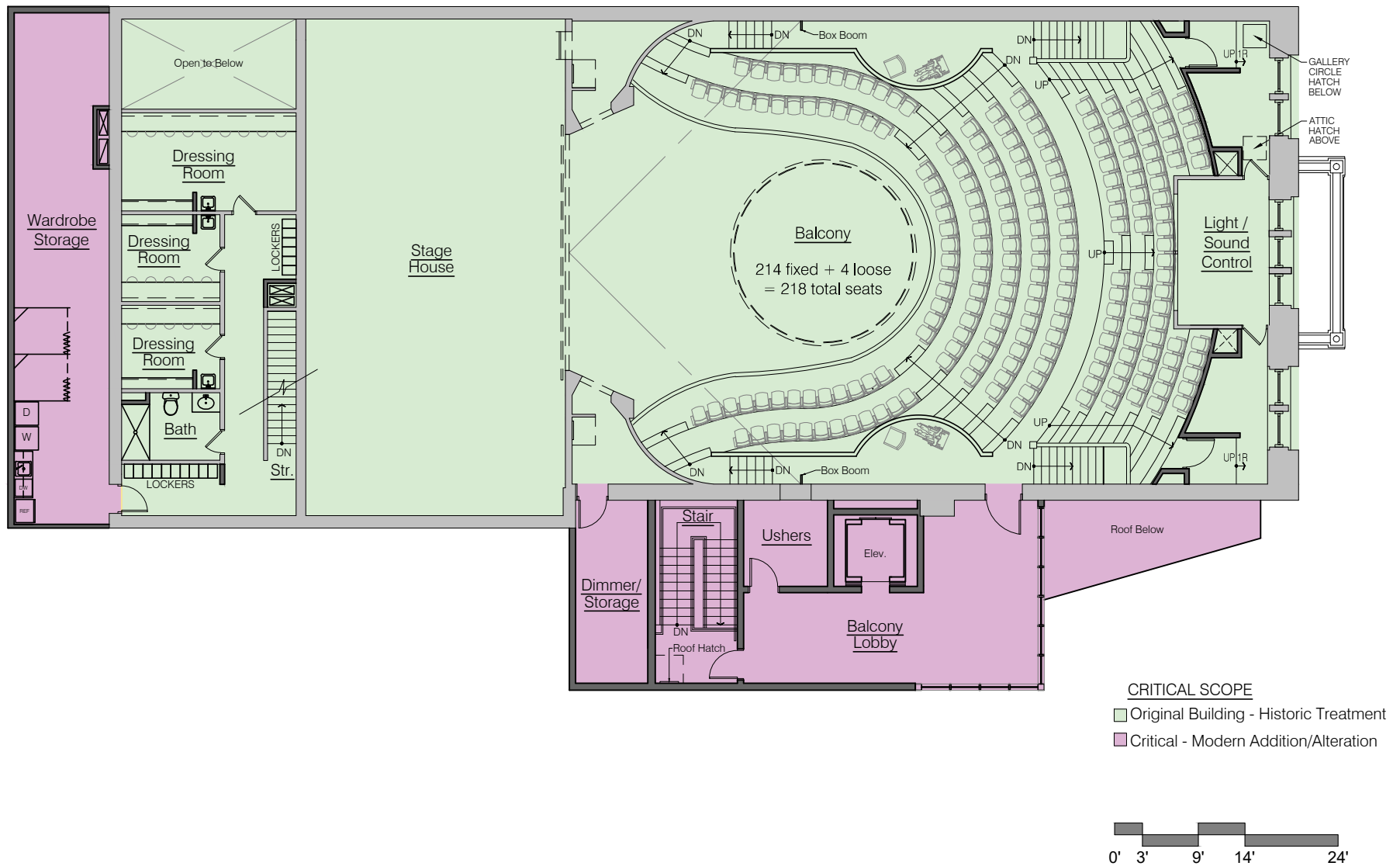


Figure 99 - Critical Scope Orchestra Level Plan.



Proposed Balcony Level Plan

Scale: 1/16" = 1'-0"

28 S. Hanchett St. (1-Story)

Figure 100 - Critical Scope Balcony Level Plan.

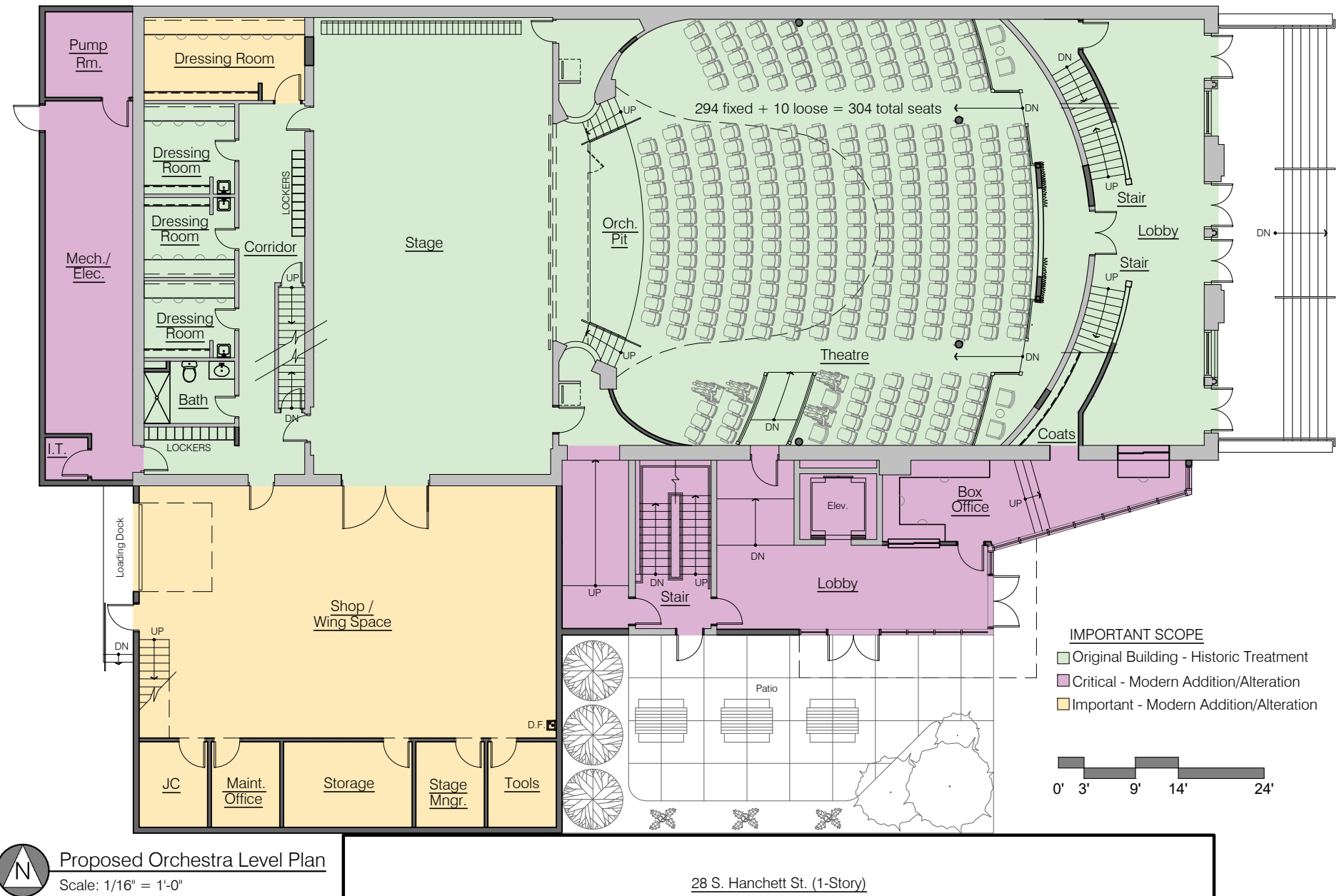


Figure 101 - Important Scope Orchestra Level Plan.

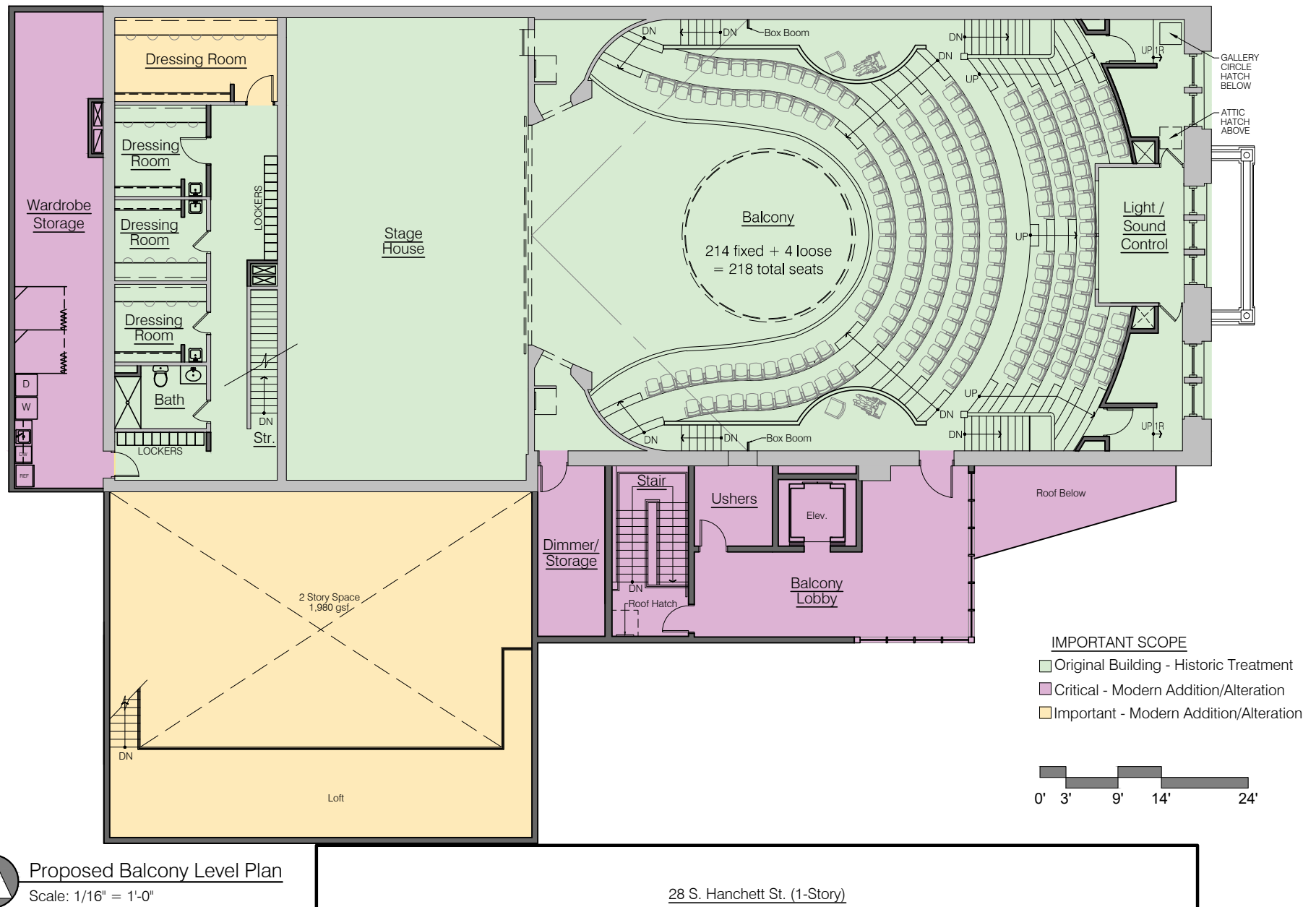


Figure 102 - Important Scope Balcony Level Plan.

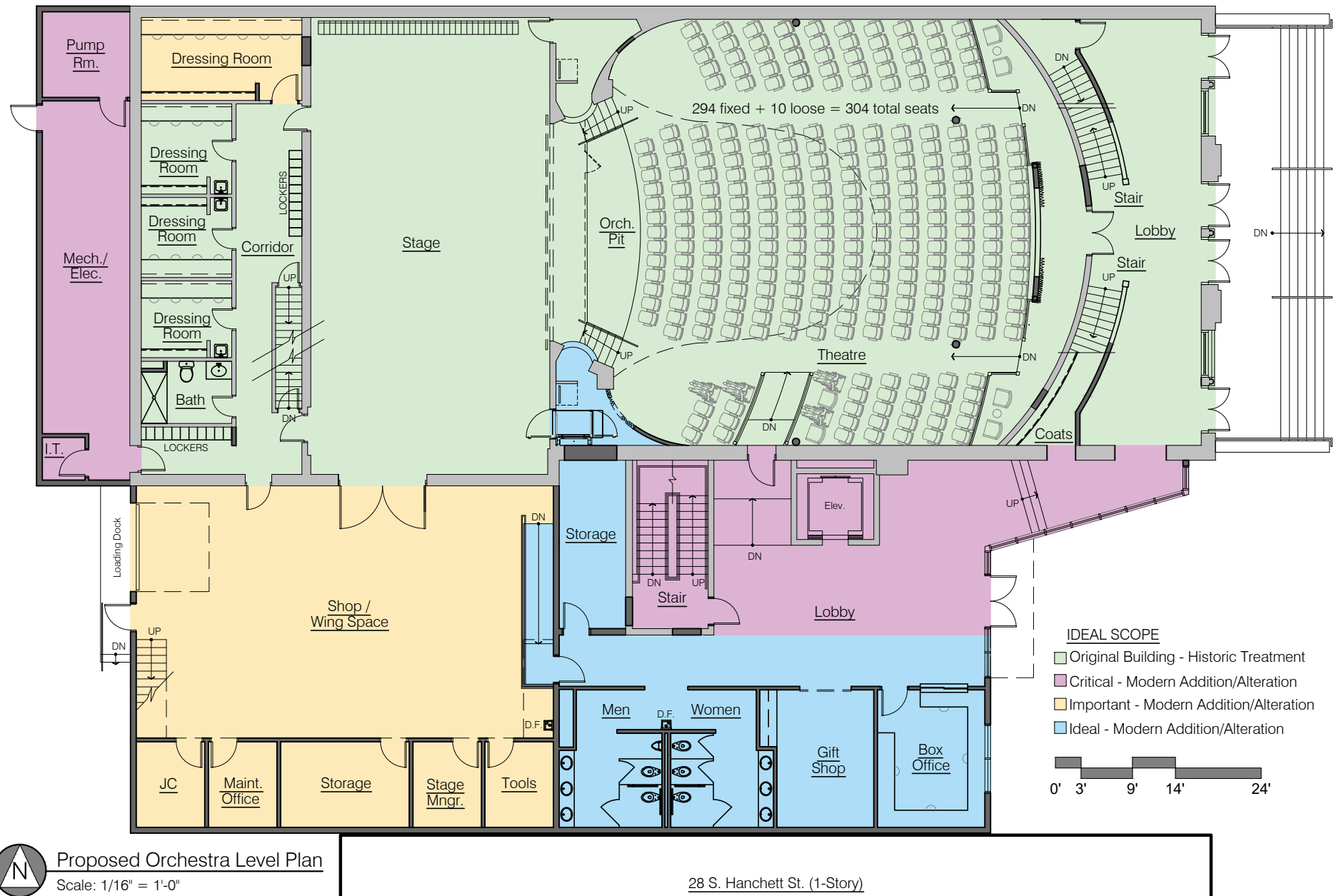


Figure 103 - Ideal Scope Orchestra Level Plan.

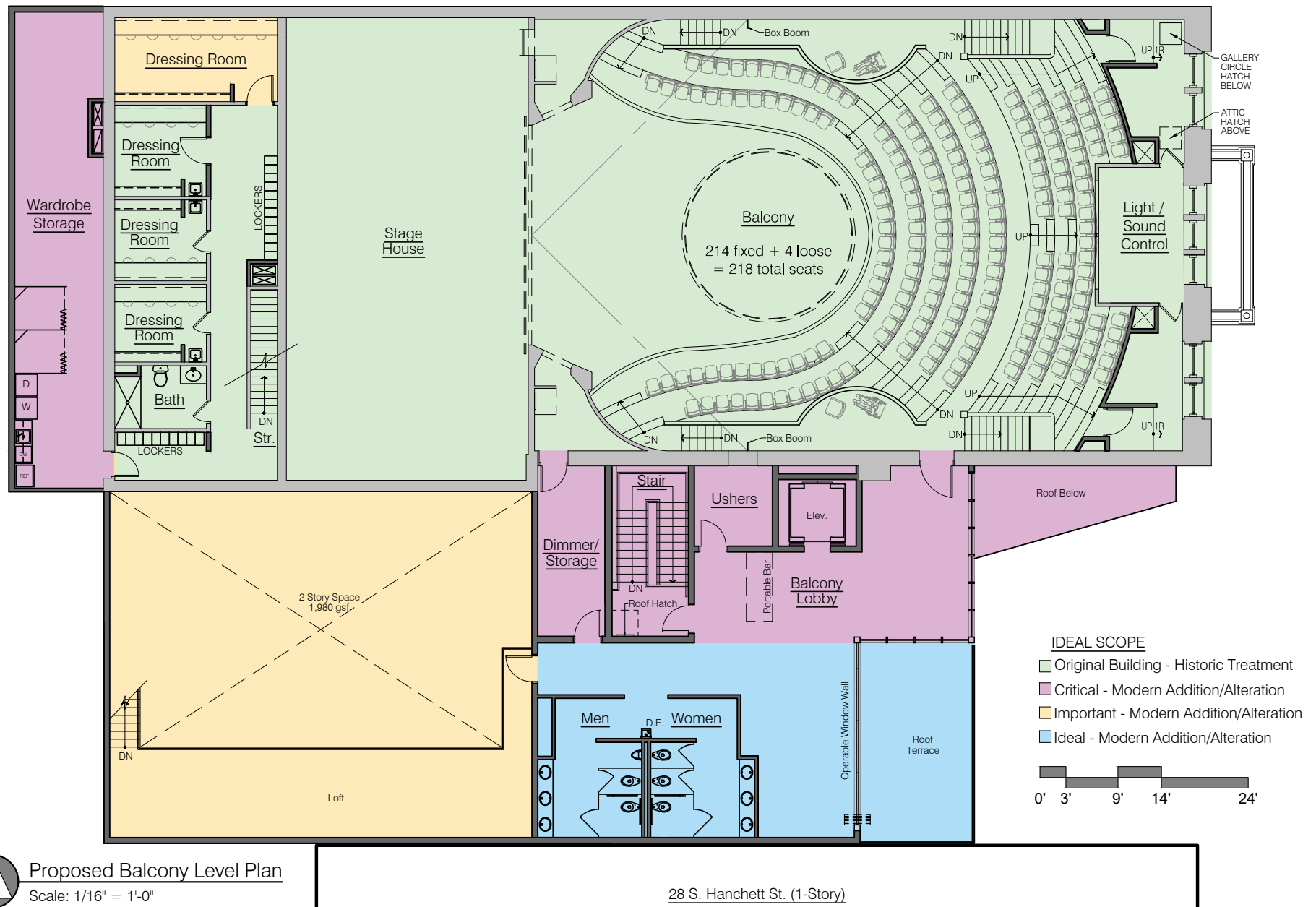


Figure 104 - Ideal Scope Balcony Level Plan.

6.8 Preliminary Cost Estimate

The scope of proposed work encompasses the historic theatre and building additions. The costs have been formatted to distinguish the portions of the facility for information purposes.

The preliminary cost estimate is based on 2019 dollars, and 5-10% per year should be added for future increases. The estimate includes a 10% contingency and management reserve. Some economy of costs might be achieved by combining the work into fewer phases, which will reduce duplicate setups of scaffolding, reduce equipment rentals, and result in fewer contracts.

It is strongly recommended that project drawings and specifications be prepared for all phases of the work, for the following reasons:

1. Work that is thoroughly designed, detailed, and specified beforehand will enable interested contractors to prepare competitive bids, thus ensuring the best pricing for the project.
2. A properly designed and prepared project will better anticipate the full scope of work, reducing the need for a contractor to “pad” the bid to account for potential unknowns. Thus, potentially reducing the likelihood of costly change orders during the construction phase.
3. All work techniques, procedures, and materials that require historical accuracy and adherence to the Secretary of the Interior’s Standards for Rehabilitation, as required for a building on the National Register of Historic Places, must be fully specified in order for a contractor to prepare a confident bid based upon a full understanding of the expected quality of work.
4. Work of this scope on a commercial building in the State of Michigan requires the seal of an architect licensed to practice in the State of Michigan.

The work below is divided into the following categories:

CRITICAL	
Existing Restoration Scope	\$3,716,983
New Construction Scope	\$911,705
Total Hard Cost	\$4,628,688
Soft Cost	\$2,365,449
Critical Total Cost	\$6,994,137
<i>Add Alternates</i>	
<i>Lighting Control</i>	<i>\$285,600</i>
<i>Stage Lighting</i>	<i>\$158,372</i>
<i>Stage Rigging</i>	<i>\$486,880</i>
<i>Curtains</i>	<i>\$161,840</i>
<i>Orchestra Pit</i>	<i>\$87,040</i>
<i>Acoustical Treatments</i>	<i>\$108,800</i>
<i>Facility Items</i>	<i>\$44,200</i>
<i>Video Equipment</i>	<i>47,600</i>

IMPORTANT	
Existing Restoration Scope	\$73,961
New Construction Scope	\$449,796
Total Hard Cost	\$523,757
Soft Cost	\$480,927
Important Total Cost	\$1,004,684
<i>Add Alternates</i>	
<i>Lighting Control</i>	<i>\$65,280</i>
<i>Stage Lighting</i>	<i>\$64,600</i>
<i>Pipe Grid</i>	<i>\$39,440</i>
<i>Curtains</i>	<i>\$19,040</i>
<i>Facility Items</i>	<i>\$88,400</i>

IDEAL	
Existing Restoration Scope	\$97,500
New Construction Scope	\$1,202,784
Total Hard Cost	\$1,300,284
Soft Cost	\$753,438
Ideal Total Cost	\$2,053,722

TOTAL PROJECT	
Critical + Important + Ideal	\$10,052,543

FLINT RIVERFRONT RESTORATION PLAN

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Funding Strategies
Opinion of Probable Project Cost

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FLINT RIVERFRONT RESTORATION PLAN

PROJECT STAKEHOLDERS AND CONSULTANTS

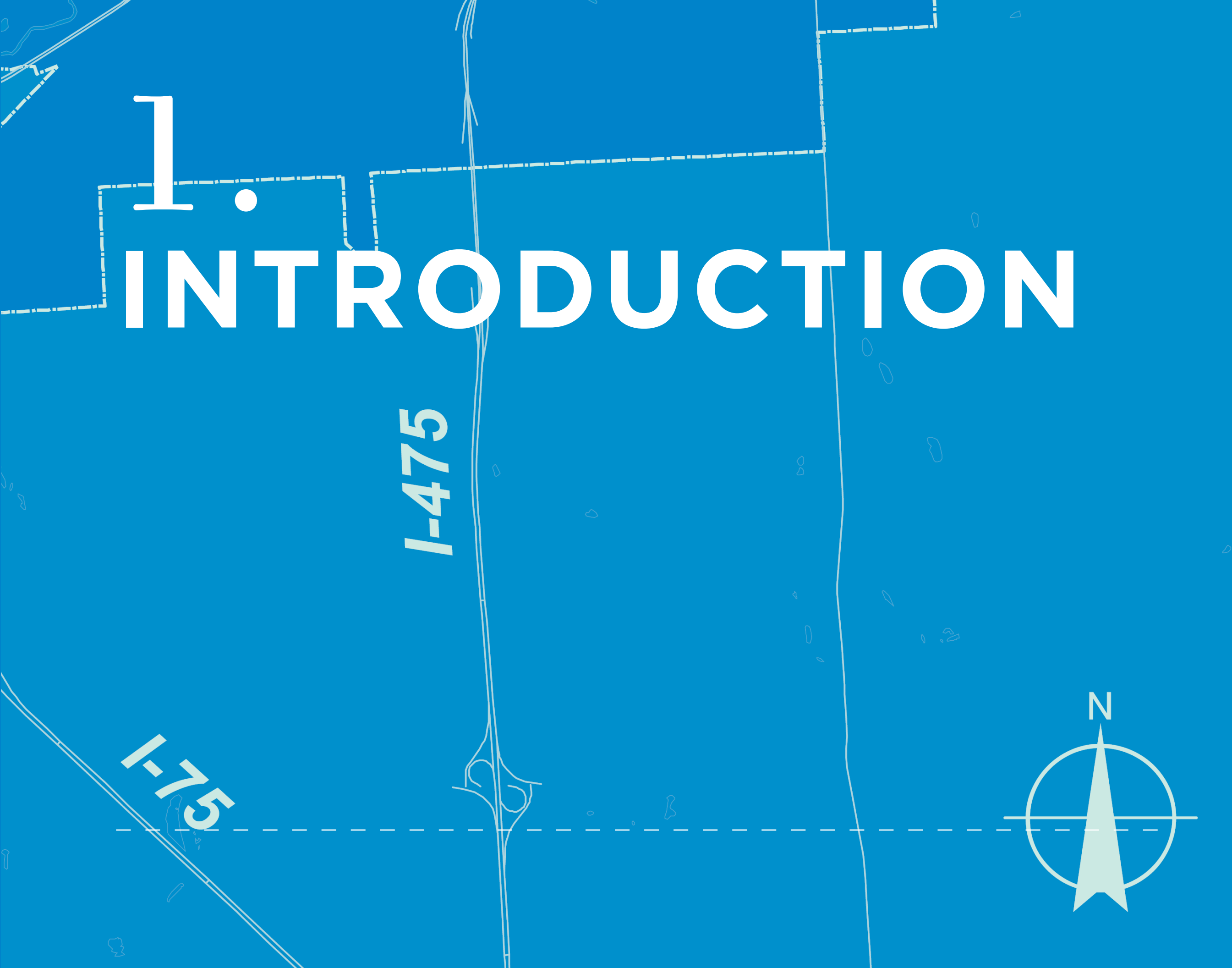
Project Stakeholders:

- City of Flint
 - Dayne Walling, Mayor
 - City Council
 - Planning Commission
 - Downtown Development Authority
 - Department of Parks and Recreation
 - Water Plant and Facilities Department
- Flint River Corridor Alliance
 - Hamilton Dam Committee
 - Flint River Trail Committee
 - Chevy in the Hole Committee
 - Riverbank Park Committee
 - Flint River District Redevelopment Committee
- Atwood Stadium Authority
- Consumers Energy
- CRIM / Safe and Active Genesee for Everyone
- CS Mott Foundation
- Flint Downtown Weed and Seed
- Flint River Dike and Erosion Control Board
- Flint River Paddlers
- Flint River Watershed Coalition
- Flint Urban League
- Friends of the Flint River Trail
- Genesee County Board of Commissioners
- Genesee County Conservation District
- Genesee County Drain Commissioner
- Genesee County Health Department
- Genesee County Land Bank
- Genesee County Metropolitan Planning Commission
- Genesee County Parks and Recreation Commission
- Genesee GREEN- Flint River Watershed

- Genesee Regional Chamber of Commerce
- Greater Flint Muddler Minnows
- Great Lakes Fishery Trust
- Hurley Health Services
- Hurley Medical Center
- Kettering University
- Local Initiatives Support Corporation (LISC)
- MDEQ Dam Safety Division
- MDEQ Water Division
- MDOT
- MDNR Fisheries Division
- Mott Community College
- MSU Extension
- Office of U.S. Senator Debbie Stabenow
- Office of U.S. Senator Carl Levin
- Office of U.S. Representative Dale Kildee
- Ruth Mott Foundation
- Saginaw Bay WIN
- University of Michigan-Flint
- U.S. Army Corps of Engineers
- U.S. Fish & Wildlife Service

Project Consultants:

- Wade Trim
- 555 South Saginaw Street
- Suite 201
- Flint, MI 48502
- a5 inc.
- ECT
- Recreation Engineering and Planning
- Somat Engineering
- Stantec



An aerial perspective sketch of a city grid. The grid consists of numerous rectangular blocks, each containing small, stylized building footprints. A winding river or canal flows through the center of the grid, surrounded by a dense line of stylized trees. The entire image is rendered in a light blue line-art style on a solid blue background.

3. DESIGN RECOMMENDATIONS



The Flint Riverfront Restoration Plan’s design recommendations provide a vision for restoration that will transform the Flint Riverfront from a neglected resource into a healthy and vibrant community asset. With the proposed replacement of the Hamilton Dam with a series of rock rapids serving as the key catalyst, the Flint Riverfront will be rejuvenated through water-based recreational opportunities, park improvements, underutilized property redevelopment, enhanced community connectivity, ecosystem restoration, and improved stormwater/flood control. Long isolated, this vision will enable a strong physical relationship between the Flint River and the built environment that surrounds it, through the creation of engaging and accessible green edges.

Serving as the guiding framework for modifications to the Hamilton Dam is the desire to replace the existing dam with structures that improve safety, incorporate industry-leading fish passage techniques, provide a navigational passage, and enhance recreational opportunities. Concurrently, proposed dam modifications must result in the maintenance of adequate upstream pool elevations, allow for the City of Flint to pump river water for an emergency water system, and work to minimize floodplain impacts.

The project location is well suited for the proposed dam modifications, due to the amount of available gradient, flow, a location adjacent to area institutions (University of Michigan-Flint and Kettering University) and downtown Flint, and nearby infrastructure including parking, restrooms, lodging and restaurants. The recommended improvements will not only provide for increased safety in the river, but will also serve as an attraction to residents and visitors who seek whitewater for recreation, events, and competition. The net effect of the recommended improvements will be the transformation of failing dam structures into a popular community attraction that stimulates adjacent riverfront redevelopment.

Above: Design Recommendations - Full Site
Right: Design Recommendations - Riverbank Park Area



“I don’t imitate nature; I try and understand her operating principles.”

– Buckminster Fuller

DESIGN RECOMMENDATIONS /
PRELIMINARY
DESIGN DETAILS
FOR DAM
MODIFICATIONS

The recommended modification to the Hamilton Dam consists of removing the majority of the existing dam structure above the water line, leaving the remaining ogee weir and foundation elements in-place, and constructing a fixed-crest weir structure consisting of grouted rock. Additionally, an adjustable gate will be incorporated at the middle of the rock weir structure to allow for recreational passage as well as to accommodate hydraulic requirements of high-flow conditions. Ultimately, the site of the existing Hamilton Dam will become the first of seven proposed whitewater features/grade control structures forming the proposed rock rapids system within the main channel.

The design also proposes that a new pedestrian crossing be constructed at the existing Hamilton Dam location. The pedestrian bridge is proposed to be as transparent as possible, and may include partial glass decks to allow observation of the recreational passage from above. The pedestrian bridge superstructure is proposed to have dramatic cantilevered observation areas on both the upstream and downstream ends of the existing dam.

To accomplish the recommended design, modifications to the Fabri Dam, located downstream of the Hamilton Dam, are also necessary. The recommended modifications to the existing Fabri Dam include the removal of the existing adjustable gates and reshaping the existing concrete base to create the last of the seven drop structure components of the proposed rock rapids system.

Image: Proposed Rock Rapids Design



DESIGN RECOMMENDATIONS /
ROCK RAPIDS
DESIGN

The proposed design for the rock rapids calls for the construction of seven whitewater features/grade control structures within the main channel of the Flint River stretching between the existing location of the Hamilton Dam and the existing location of the Fabri Dam. Each feature would consist of a drop structure with approximately one-and-a-half to two feet of hydraulic drop depending on the structure. In addition to functioning as an effective replacement for the Hamilton Dam and Fabri Dam in terms of the management of river flows, the proposed rock rapids will serve as an attractive and unique water recreational amenity to be enjoyed by both residents and visitors.

DESIGN RECOMMENDATIONS /
FISH PASSAGE

The design for fish passage for the seven rock cascades proposed for the Flint River channel is a complex design that will require the final design to adhere to a set of design criteria described below.

Target species for this project are weak swimmers and as such rely on short burst speed to traverse the rock rapids. Resting pools or "pocket water" areas within the fish passage area of the cascade would enhance passage for these weak swimmers, while providing positive aesthetic and recreational qualities for fisherman and passive users of the river. The transitions to the pools at the upstream and downstream end of the fish passage slots should also be designed with a gentle gradient and allow a gradual transition to the pools.

Drop structures should be designed to guide migrating fish to the by-pass channels by providing attraction currents.

By-pass channels should be designed with gentle gradient slopes and constructed of native stone and cobble materials.

The Canal at Riverbank Park will need to be renovated to accommodate a deeper channel and low gradient slope. In addition, a natural cobble substrate is needed for the channel bottom as well as the creation of a pool and riffle system to introduce variations in channel depth for resting adult fish and juvenile fish refugia.

The overall quality and amount of aquatic life in this segment of the Flint River has been so tarnished that little to no indigenous plant, fish and other aquatic species currently exist.

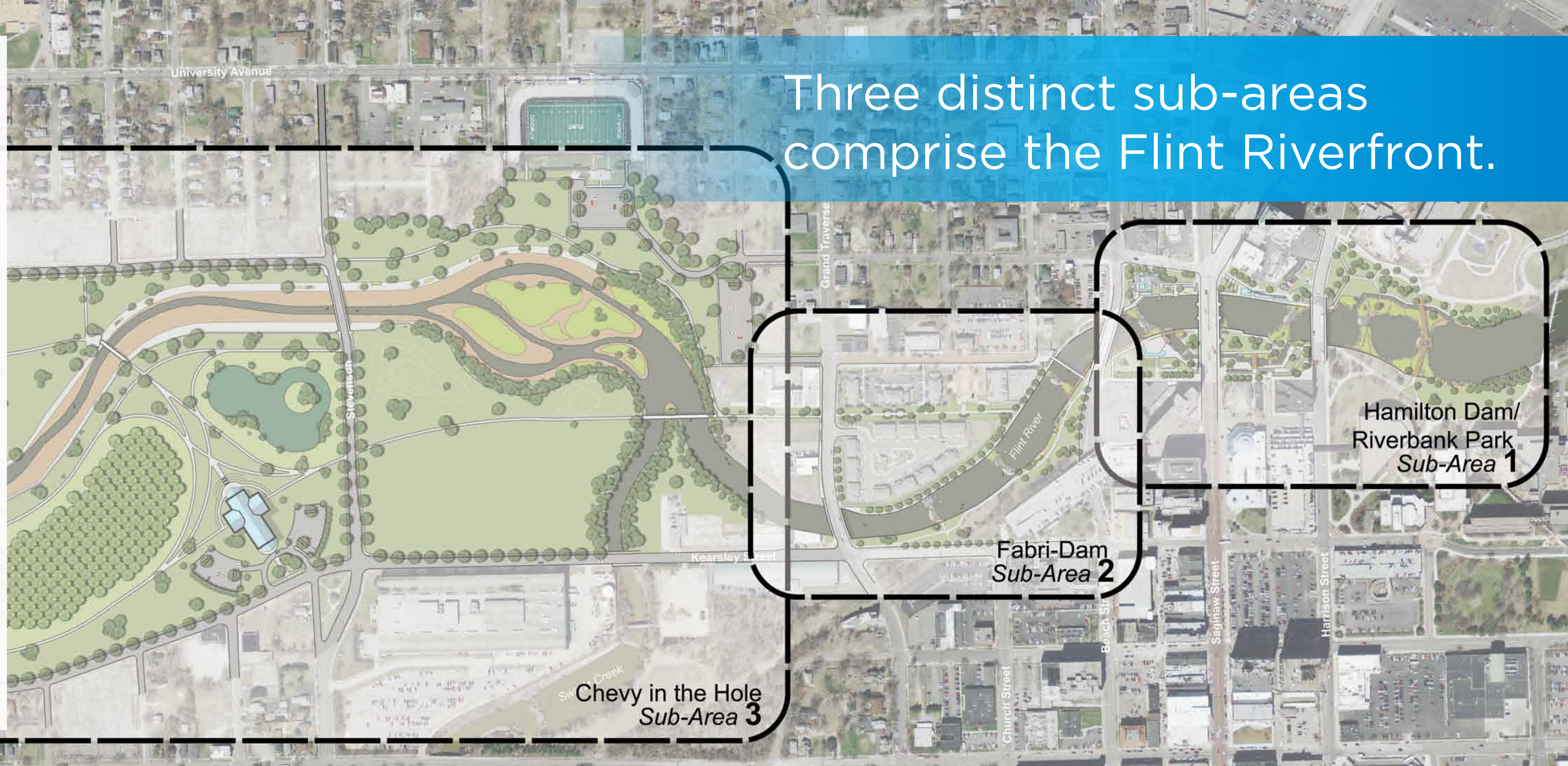
DESIGN RECOMMENDATIONS / RIVERFRONT RESTORATION

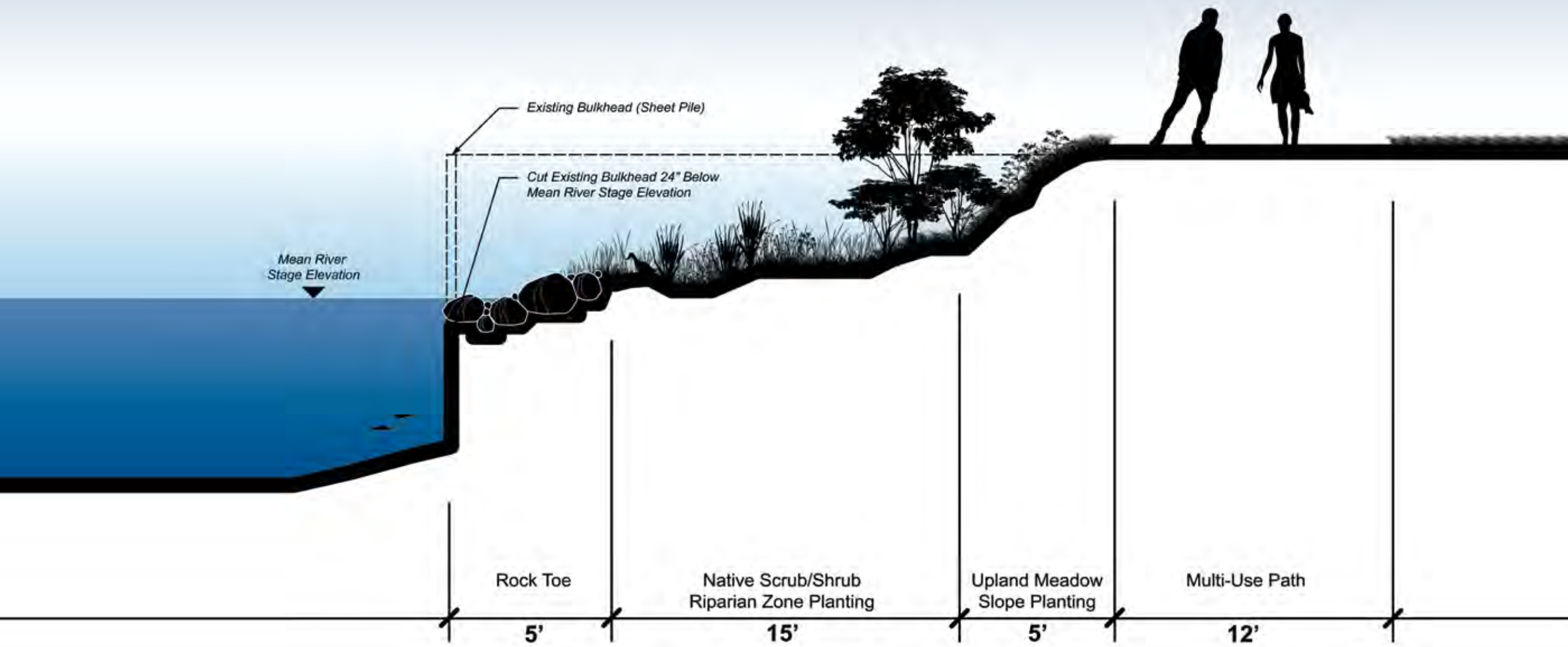
The design recommendations of the Flint Riverfront Restoration Plan go well beyond the critically needed dam modifications; they represent an opportunity to create a natural environment in the City and transform this area into a “green zone” for passive recreational pursuits such as kayaking, walking and picnicking. Integral to the dam are the adjacent public and private open spaces that can be threaded together to form the new river corridor. These open spaces and parks, placed at nodes along the banks extending from the Hamilton Dam to the Chevy in the Hole redevelopment area, connect surrounding neighborhoods and the central business district along a network of pedestrian paths. These nodes are intended to function as unique social spaces that respond to the social, cultural and economic dynamics of the City of Flint’s residents and visitors.

The design recommendations for the Flint Riverfront are broken down into three sub-areas, as follows:

- Hamilton Dam/Riverbank Park
- Fabri Dam Area
- Chevy in the Hole

Three distinct sub-areas comprise the Flint Riverfront.





TYPICAL BANK STABILIZATION

The existing banks of the Flint River in the study area have been hardened with areas of steel sheet piles and areas of reinforced concrete revetment. This engineered hardening of the banks of the river channel provides no essential habitat for aquatic and riparian species and poses a hazard for boaters using the channel due to the inability to safely exit the channel without the need for emergency ladders. In addition, the hardened edges of the channel are visually unattractive.

Riparian plantings along the banks of the river will provide bank stability and cover for aquatic and terrestrial species. This will aid the river channel in maintaining a stable geometry and the vegetation root mass serving to armor the banks against erosive flows. In addition, overhanging branches and leaves provide shade, protection and organic matter, all of which are essential for many species of fish and aquatic insects. Woody trees, shrubs and herbaceous plants are proposed along with rock at the toe of the slope. The naturalization proposed for the river banks will provide a continuous riparian corridor along the banks

for wildlife and allow more access along the channel for both wildlife and people.

Above: Typical Riverbank Stabilization Section



HAMILTON DAM/RIVERBANK PARK

Riverbank Park is located along the north and south banks of the Flint River, between the Hamilton Dam and the Garland/Beach Street bridge. The park is comprised of five distinct "blocks," including the Archimedes Screw Block (northeast section), Water Wall Block (north central section), Grand Fountain Block (northwest section), Amphitheatre Block (southwest section), and Market Stall Block (south central section). Proposed public space improvements will enhance physical and visual access to the river as well as remove the security, accessibility and maintenance issues of the existing park infrastructure.

The Archimedes Screw Block will serve as the construction staging area for the Hamilton Dam improvements. To serve this primary function, many of the existing structures will be removed and areas of the site cleared for lay-down and storage of materials and equipment. This use provides the opportunity for a complete restoration of the Archimedes Screw Block. One challenge to the design of improvements to the Archimedes Screw Block will be the development of a new and improved network of pedestrian-only paths that connect at the river's edge. All will be wide, barrier-free and permit groups of users to access the river's edge from a variety of entry points including two portals at Saginaw Street and three portals from

the University of Michigan-Flint campus edge. The site is steeply sloped and will be re-graded to more gentle sloped greens with the addition of linear terrace walls for grade control. The terraced landscape will provide overlooks and grade separation at areas such as the proposed riparian zone and fish by-pass channel as well as at park entries and along the many paths crossing the site.

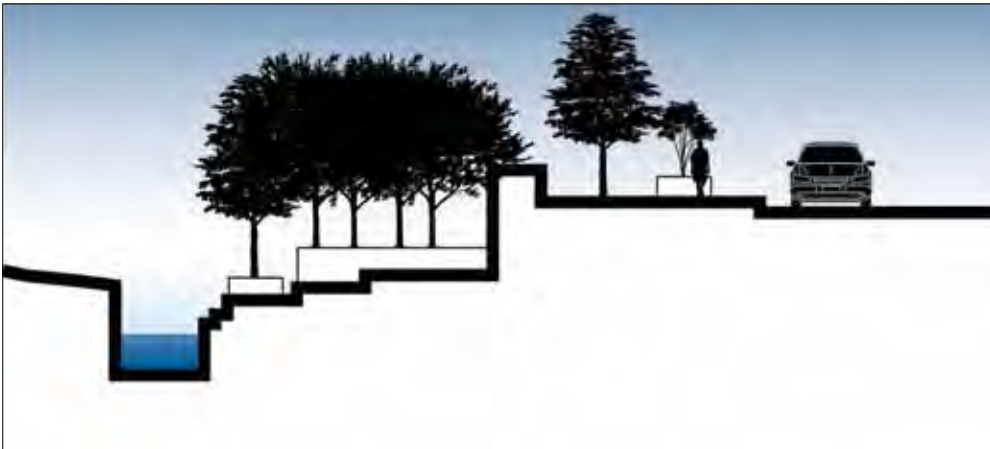
Within the Archimedes Screw Block, terraced open spaces will be designed to allow gatherings for small performances at the amphitheater proposed at the center of the park as well as sitting and viewing areas near the proposed fish by-pass channel. The by-pass channel is proposed to be designed as a natural stream channel that is separated from the main channel of the river by a depressed section of the bank that will form an accessible floodplain terrace. The terrace will be planted with native floodplain vegetation and graded with a mosaic of vernal pools and low marsh zones to create a natural riverine floodplain ecosystem. A connecting path at the north edge of the floodplain will extend longitudinally through the park and permit users to walk along its length at a higher elevation offering a broad vista of the floodplain terrace and river channel to the south bank.

A pedestrian bridge is proposed to connect the north bank of the river with the south bank of the river on a structure that will utilize the Hamilton Dam's existing foundation for support. The bridge will provide a dramatic mid-river vista and permit direct access from the Archimedes Screw Block to the University of Michigan-Flint Campus. This new observation point will provide outstanding views of kayaking and wildlife. The observation deck is expected to be fitted with interpretive signage that details cultural and environmental information about the river and its ongoing restoration. The bridge is envisioned to be a twin-arch span with a touch-down point at mid-river. The deck will be placed above the drop structure of the rock cascade.

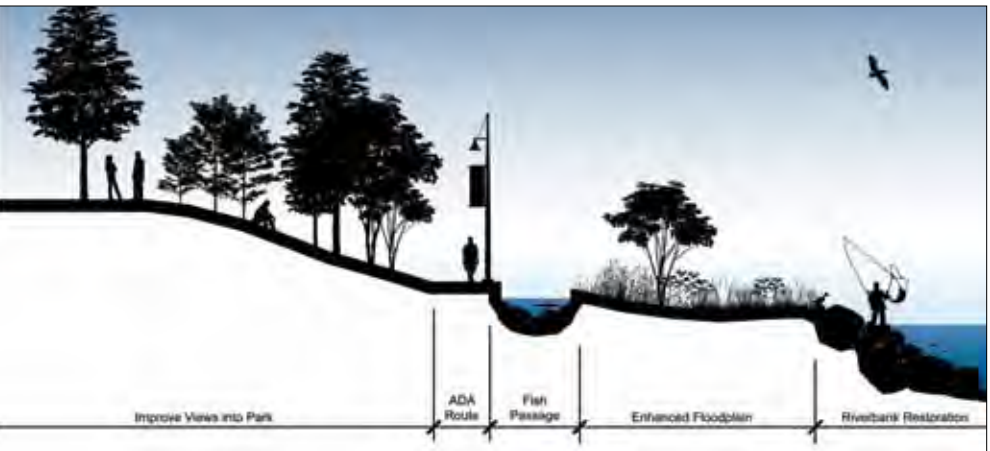
Above: Hamilton Dam/Riverbank Park Design Recommendations



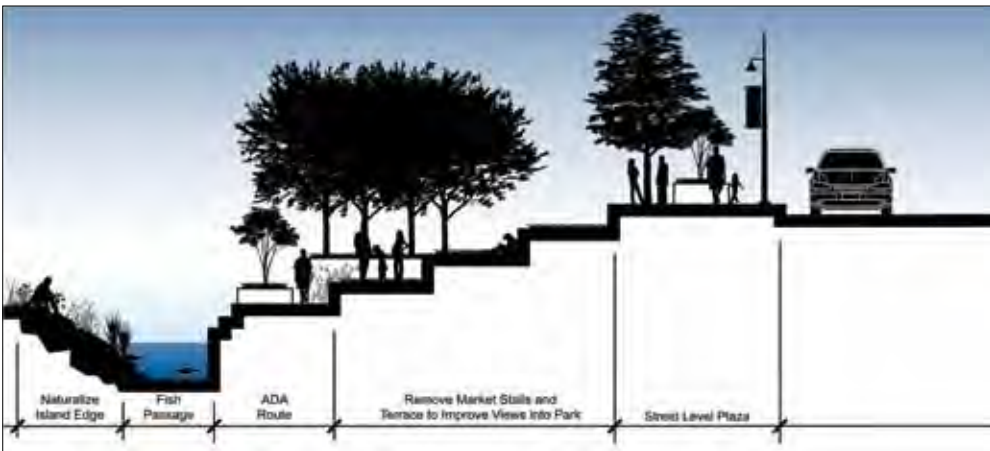
Archimedes Screw Block Section



Market Stall Block Section



Archimedes Screw Block Section



Market Stall Block Section

RIVERBANK PARK SECTIONS: ARCHIMEDES SCREW AND MARKET STALL BLOCKS

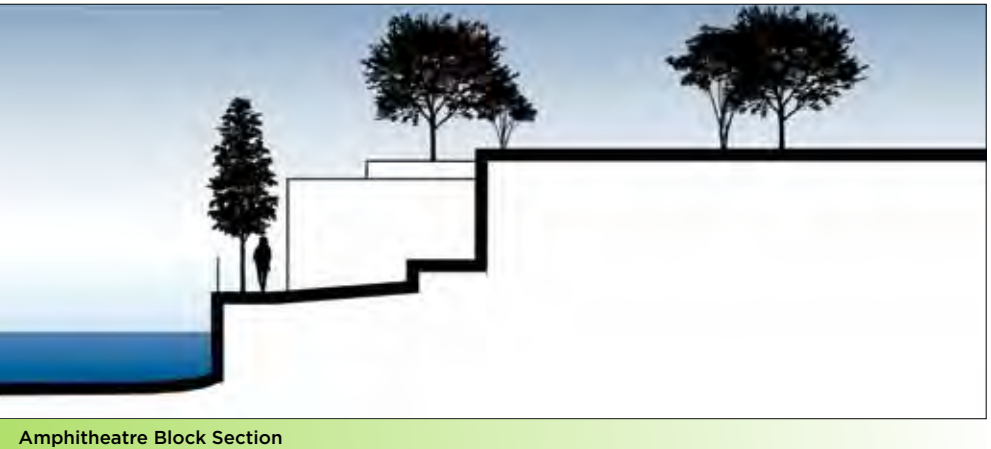
- Existing Section
- Proposed Section

Further downstream along the south bank (including the Market Stall Block and Amphitheatre Block), Riverbank Park has been the subject of a recent reprogramming. The proposed renovation plan in this study details the resulting new park spaces. A central feature of the proposed renovation is the redesign of the central canal. The existing concrete canal lacks continuous flow and is in a deteriorated condition. It will be redesigned to be a run of the river canal with flow directed into the upstream opening and

downstream to the existing opening to the river channel. This plan proposes to modify the canal so that water flows by gravity from the river into the canal without the need of pumps or engineering controls. The channel invert will be re-graded with a gentle downstream gradient and the existing concrete retaining walls will be replaced with natural stone retaining walls and bioengineered bank stabilization. River flow is redirected through the canal by the river stage elevation created by the in-channel rock cascade

structures. The canal stage will fluctuate during higher flow events, but will have a continuous flow and direct connection to the main channel for use by fish and other aquatic species.

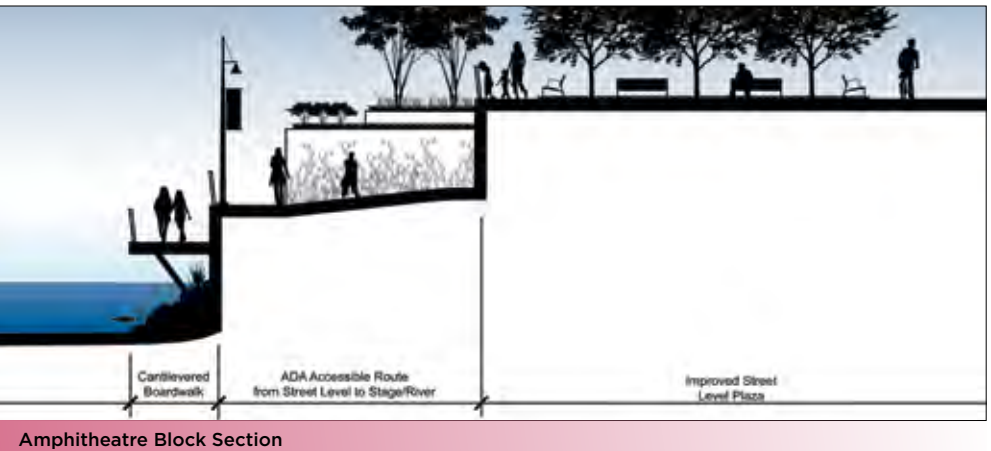
Connectivity to the adjacent streets as well as the river's edge is an important component of the design for the Market Stall and Amphitheatre Blocks. The existing network of fragmented and, in some cases, hazardous pedestrian walks, will be redone to permit



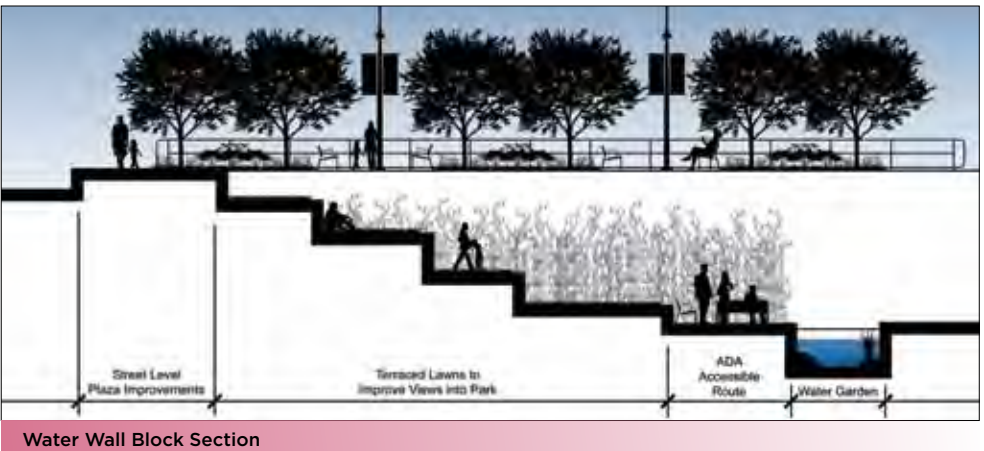
Amphitheatre Block Section



Water Wall Block Section



Amphitheatre Block Section



Water Wall Block Section

RIVERBANK PARK SECTIONS: AMPHITHEATRE AND WATER WALL BLOCKS

- Existing Section
- Proposed Section

safe, continuous access along the river's channel edge as well as provide barrier-free access. Pedestrian gateways will be developed at Harrison, Saginaw and Beach Streets. At the west end of this area, a new amphitheater will be developed that will include a larger stage area and improved service area access. A portion of the existing canal will be refitted as a shallow fountain that will separate the performance area from the seating area. To provide a dramatic element for amphitheatre performances, the fountain

on the north bank of the river is envisioned to have programmed nozzles so that music performances can be synchronized to water effects.

Across the river on the north bank, the Grand Fountain and Water Wall Blocks will be renovated with new energy and water efficient fountain equipment. A continuous pedestrian pathway is proposed along the river channel and planned to provide a waterside viewing and connection to the proposed rock cascades.

Small terraces and a water wall are proposed for the park between Saginaw and Harrison Streets. A major feature of this area is the proposed kayak lockers at the existing comfort station. This structure will be repurposed as a kayak/canoe locker for temporary storage by whitewater park users. It is envisioned that this type of secure storage will encourage use of the downtown restaurants and bars for dining by users of the boater park.



The Plan provides both short- and long-term visions for the Fabri Dam area.

RIVERFRONT RESTORATION
(CONTINUED)

FABRI DAM

The area of the riverfront between the Garland/Beach Street bridge and the Grand Traverse Street bridge falls within the Fabri Dam sub-area. The Flint River Restoration Plan provides both short- and long-term visions for the Fabri Dam area. Both visions propose landscaped pedestrian paths along the north and south banks of the river. The short-term design retains the existing parking deck west of Beach Street. The long-term vision removes the parking deck and replaces it with a public open space and expanded shoreline landscaping and stabilization. The long-term vision could also include riverfront mixed-use development in lieu of the public open space, provided the market support exists.

The plan also includes a barrier-free linear pedestrian/bike connection extending west through the existing neighborhood to the eastern edge of the Chevy in the Hole sub-area. The existing rail bridge foundation is proposed to serve as the foundation for a new pedestrian/bike bridge pier supporting a new bridge spanning the river channel connecting to the Chevy in the Hole sub-area. Downstream of the proposed bridge, the river banks are proposed to be re-graded and terraced to allow an accessible floodplain and restored riparian zone habitat. Observation platforms are proposed at the lower rock cascades in this area as well as a kayak dock platform immediately upstream of the Grand Traverse Street bridge at the north bank. This would serve as a principal pull-out point for recreational watercraft users downstream of all the proposed rock cascades. Parking in this vicinity will be needed. Several of the vacant private parcels could be developed as parking areas to serve boaters. At this time, a specific location has not been detailed in the plan. A secondary boater pull-out point is proposed in close proximity to the existing parking deck that could service recreational boating users.

Left: Fabri Dam Long-Term Design Recommendations
Above: Fabri Dam Short-Term Design Recommendations



The recommended design of Chevy in the Hole mimics a naturalized landscape.

CHEVY IN THE HOLE

The Chevy in the Hole sub-area includes a variety of short- and long-term design actions to transform the area as a destination along the river. Short-term design interventions focus on restoring the river channel, creating near channel floodplain wetlands and riparian habitat as well as bioengineering bank stabilization. Remediation of contamination from past industrial uses will be the design focus for land areas outside the river channel. Bio-remediation, photoremediation, and mycoremediation are natural processes that clean up harmful chemicals in the environment. With bio-remediation, microscopic “bugs” or microbes that are in soil and groundwater are deployed to eat certain harmful chemicals. When the microbes completely digest the chemicals, they change them into water and harmless gases. Photoremediation and mycoremediation work in much the same way, with plants and fungi, respectively.

Conventional brownfield clean-up is typically tied to new development projects. In this land area of the City, development demand is very limited or non-existent. Consequently, a large percentage of the site, due to high levels of contamination, will be land-banked as remediation areas to provide passive remediation of the soil and near-surface groundwater. Once the site is cleaned of surface contamination, albeit several years into the future to a level suitable for development, it will be marketed for redevelopment. However, during the foreseeable future, the site will function as open space capped with native plant communities and will provide space for limited public use and research/educational opportunities by the neighboring

universities. Design of the site will mimic a naturalized landscape that provides better and more efficient ecological services than a landscape dominated by impervious surfaces, turf, and minimal trees/shrubs. The site should be designed as a complex ecosystem that can be economically managed during the time photoremediation processes are occurring.

Other “green” development that will provide new economic opportunities, as well as educational space to the community, is proposed at this site. At the center of the site, an urban ecology center building is proposed to house offices, classrooms and laboratory space for the remediation testing performed at the site. In addition, a large greenhouse is proposed to provide space for local residents to grow crops. Crops would be marketed and managed by a Community Supported Agriculture (CSA) group. It is envisioned that training and long-term jobs for residents will be provided through these actions. In support of this large CSA and research facility, a portion of the site is set aside as a small wind farm to power the greenhouse and support facilities. Remediation and conversion of this area will, in the short-term, provide jobs and healing of the environment. Long-term site use could support clean agricultural or energy generation businesses to reap economic returns.

The existing river channel in this area was designed as a concrete lined trapezoidal channel for flood protection. This single function fails to provide any other ecological services and is detrimental to the viability of the upstream improvement proposed in this study. Design interventions to this area are intended to create river channel characteristics that

RIVERFRONT RESTORATION

(CONTINUED)

are more natural and stable for the wide variety of flows generated by the urbanized watershed.

Like a natural river channel, the proposed in-channel restoration is designed to create a multi-stage channel. A multi-stage channel features multiple surfaces at varying elevations within the flood control channel cross-section. At its lowest elevation, the "low flow channel" conveys the majority of seasonal flows throughout the year. Higher elevation surfaces function as accessible floodplain surfaces that convey water only during times of high flows resulting from rain storms. The multi-stage channel allows the designers to achieve multiple engineering and environmental objectives. For example, in addition to the creation of floodplain habitat, this floodplain surface provides relief for the low-flow channel so that it is not damaged by high flow events. At the detailed design stage, the restored channel is intended to hit multiple bottom-lines and be designed to provide natural habitat, improved fish passage, and continued flood protection. ■

Above: Chevy in the Hole Floodplain Restoration Section
Below: Chevy in the Hole Low Flow Channel Section





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**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 8, 2021**

Meeting was called to order via Zoom remote technology at 8:38 p.m. by President Kathleen McIntyre. Present: Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); Cathy White (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

8) REQUEST TO APPROVE ALLIANCE OF ROUGE COMMUNITIES (ARC) ANNUAL ASSESSMENT FOR 2021: Public Service Division, re: in the amount of \$36,296.00 from budgeted funds.

Doug Moore, Assistant Superintendent of Public Works, presented this request to Council. He stated this is another of our annual items that we bring each year, it's our dues to the Alliance of Rouge Communities. As you know Livonia was one of the founding members of the ARC. The ARC represents almost all of the municipal entities that make up the Rouge River Watershed. They help us deal with our MS-4 permit, apply for grants, do all of the investigations that are required as part of our MS-4 license. Again, the dues for this year are \$36,296.00 and they're coming from budgeted funds.

Vice President offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

DPW
February 19, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Jill Russell, Secretary III

AGENDA ITEM

REQUEST TO APPROVE ALLIANCE OF ROUGE COMMUNITIES (ARC) ANNUAL ASSESSMENT FOR 2021: Public Service Division, re: in the amount of \$36,296.00 from budgeted funds.

BACKGROUND

The City of Livonia has actively participated in the Alliance of Rouge Communities (ARC) since its inception in 2004. Each year, the City has paid an annual assessment for the City's share based on population and land area to fund the services for the communities provided by the ARC. The significant services completed on behalf of Livonia include MS4 permit requirements, stream water quality sampling and testing, joint projects in watershed management public education, and providing representation and advocacy for communities in discussions and negotiations with the Michigan Department of Environmental, Great Lakes & Energy (EGLE) (formerly MDEQ) on storm water permits. The ARC has and will continue to solicit grants for storm water initiatives for communities both individually and collectively.

Community assessments total 50% of the total annual income for the activities of the ARC. A Federal Clean Water Fund grant again supports the other 50% of the budget.

1. Continued MS4 permit requirements to the State of Michigan include:
 1. Increased wet and dry weather Illicit Discharge Elimination Program (IDEP) inspections of outfalls in the City's jurisdiction. Included in this program is training staff to identify issues, complete paperwork and submit reporting requirements to the State.
 2. Increased needs for Public Education Program (PEP). Seminars, classes and meetings to help educate residents of the watershed on proper (and improper) maintenance and tactics.
 3. Increased requirements regarding Total Maximum Daily Load (TMDL) Implementation Plan. Included in this is Best Management Practices (BMP) regarding sampling of water, collections, sending to laboratories for analysis, and reporting results to the State.
2. ARC staff will aid the City in implementing these programs; conduct inspections and testing; handle follow-up reporting to the State on the City's behalf, and act as the go-between between EGLE and the City. This highly reduces the amount of City staff time needed to manage the increased requirements of the new permit.

At the same time, continued discussions with ARC staff about ways to limit future dues increases by sharing costs or supplying City staff to perform permit requirement functions. The ARC is open to cost-sharing and the discussion centers on developing ways to cost those jobs to reduce dues.

ARC staff would continue to do the information collection and reporting on our behalf, our staff would do the leg work. Livonia participation in the ARC is recommended again this year for the following reasons:

- Continued guidance/assistance in the required MS4 Storm water permit process that began in April 2016 and continues until EGLE finalizes the permit. The acceptance process continued, but we are bound to processes in this permit.
- Broad participation of the Rouge communities that eliminates redundancies and provides cost savings resulting from use of common storm water management practices by multiple communities.
- Communication and cooperation between the staffs of Rouge communities on storm water and related issues has been advanced
- ARC provides a unified voice when working with EGLE on permit compliance issues
- Participation in a watershed-wide group of communities and counties improves the opportunity of the City to receive future storm water grant awards.

RECOMMENDATION

it is requested the Council approve payment to the Alliance of Rouge, a non-profit organization, in the amount of \$36,296.00 or the annual assessment to Livonia for 2021. No appropriation is required since this amount was included in Account No. 592-559-840-030 of the 2020-2021 approved City budget.

FISCAL CONSIDERATION

Payment to: Alliance of Rouge Communities, 46036 Michigan Ave., Suite 126, Canton, MI 48188 in the amount of \$36,296.00 from budgeted funds in account number 592-559-840-030

ATTACHMENTS

1. 2021 ARC Dues Invoice

APPROVED BY



Don Rohraff, Director of Public Works

Date: February 22, 2021



Date: February 22, 2021

Michael Slater, Finance Director



Date: February 26, 2021

Maureen Miller Brosnan, Mayor

Annette DeMaria, P.E., PMP
Executive Director



Auburn Hills
Beverly Hills
Bingham Farms
Birmingham
Bloomfield Hills
Bloomfield Twp.
Canton Twp.
Commerce Twp.
Dearborn Heights
Farmington
Farmington Hills
Franklin
Garden City
Henry Ford College
Inkster
Lathrup Village
Livonia
Melvindale
Northville
Northville Twp.
Novi
Oak Park
Oakland County
Orchard Lake
Plymouth
Plymouth Twp.
Redford Twp.
Rochester Hills
Romulus
Schoolcraft College
Southfield
Troy
University of
Michigan-Dearborn
Van Buren Twp.
Walled Lake
Washtenaw County
Wayne
Wayne County
Wayne County Airport
Authority
West Bloomfield Twp.
Westland
Wixom

Cooperating Partners:

Cranbrook Institute of Science
Friends of the Rouge
Great Lakes Water Authority
Rouge River Advisory Council
SEMCOG
Southeastern Oakland
County Water Authority

February 16, 2021

Mr. Doug Moore
Superintendent of Public Services
Livonia
12973 Farmington Road
Livonia, MI 48150

Dear Mr. Moore:

I would like to thank you for your support and participation in the Alliance of Rouge Communities (ARC). In addition to restoring important beneficial uses, ARC activities assist you in meeting water quality requirements mandated by the state's stormwater permit.

I have enclosed your community's invoice for 2021 participation in the ARC. The 2021 assessment for each community/associate is based upon the budget approved at the Full ARC meeting in September and includes an increase in dues to all members to allow the ARC to meet stormwater permit requirements.

Due dates for the invoices are 30 days after receipt of the invoice or 30 days after the start of your fiscal year, whichever is later and is similar to previous years. Checks should be made payable, as indicated on the invoice, to the Alliance of Rouge Communities. Your prompt payment is appreciated.

Again, thank you for participating in the ARC and the vote of confidence you have given us as your elected officers. If you have any questions or concerns please contact me at (248) 347-0586, Doug Moore, ARC Chair at (734) 466-2617 or Charles Markus, ARC Vice-Chair, at (248) 594-2808.

Sincerely,

ALLIANCE OF ROUGE COMMUNITIES


Kate Richardson, Treasurer



Alliance of Rouge Communities
46036 Michigan Ave., Suite 126
Canton, MI 48188
Phone: 734-272-0291
Email: info@allianceofrougecommunities.com

Invoice

Date	Invoice #
2/16/2021	201609

City of Livonia
Doug Moore
12973 Farmington Rd.
Livonia, MI 48150

Due Date

4/30/2021

Description	Amount
ARC Membership dues for 2021	36,296.00
Please remit to above address.	Total \$36,296.00

Questions Regarding this Invoice?
Contact Chris O'Meara at comeara@allianceofrougecommunities.com or 734-272-0289

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 8, 2021**

Meeting was called to order via Zoom remote technology at 8:38 p.m. by President Kathleen McIntyre. Present: Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); Cathy White (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

10) REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND APPROVE PROPOSED 2021 SIDEWALK REPAIR PROGRAM BY EXTENDING CONTRACT 20-G UNIT PRICES WITH JOE ROTONDO CONSTRUCTION CORPORATION AND REQUEST TO AUTHORIZE APPROPRIATION AND EXPENDITURE TO PRECISION CONCRETE, INC.: Engineering Division, re: for Contract 21-G which includes two target areas, on in Section 18 and the other along Merriman Road from Schoolcraft Road to Five Mile Road along with scattered locations throughout the City. (CR 36-21)

Todd Zilincik, City Engineer, presented this request to Council. He stated this is a request to City Council to extend the concrete prices from Contract 20-G, which Joe Rotondo was the low bidder at that time. Obviously, he does a great job for the sidewalk program. We're looking for his expertise and his quality workmanship for this program in the amount of \$686,397.50. Again, we're asking for a portion, \$10,000.00 to be provided to Precision Cutting to help grind out some of these areas in which a tree branch heaves up the sidewalk but instead of replacing them we can grind them down at a cheaper rate; instead of paying \$175.00, for 50 bucks we can take care of those issues that may have come to resurface several years later. We're looking at single lot assessments in the amount of \$182,179.92, which will be billed to the property owners. If you approve this tonight, we will send out a letter to the residents, come mid-April, alert them of their estimate and requirements. They can either fix it themselves, hire a contractor, or have Joe Rotondo perform the work if approved. They have until June 4th to pick up their permit. If not, we'll have Rotondo Construction move forward and hopefully by the end of August complete the repairs and the invoice for the repairs goes out by the Treasurer's Office in early March for payment in 2022. Again, this is extending the concrete prices, waiving the formal bid process, and awarding the contract to Joe Rotondo with a few increases in item prices with the concrete material costs and fuel.

Councilmember McCullough stated that Mr. Rotondo and Company have been doing the sidewalk program I think off and on since 2006 and has done a wonderful job. This is, the holding the prices straightforward, I'd be happy to offer an approving for Consent if there are no objections.

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Engineering
February 24, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Karen Worley, Secretary IV

AGENDA ITEM

REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND APPROVE PROPOSED 2021 SIDEWALK REPAIR PROGRAM BY EXTENDING CONTRACT 20-G UNIT PRICES WITH JOE ROTONDO CONSTRUCTION CORPORATION AND REQUEST TO AUTHORIZE APPROPRIATION AND EXPENDITURE TO PRECISION CONCRETE, INC.: Engineering Division, re: for Contract 21-G which includes two target areas, one in Section 18 and the other along Merriman Road from Schoolcraft Road to Five Mile Road along with scattered locations throughout the City. (CR 36-21)

BACKGROUND

The Engineering Division has finalized the inspections for the 2021 Sidewalk Repair Program. The proposed 2021 Sidewalk Repair Program consists of two (2) target areas, one in Section 18 and the other along Merriman Road from Schoolcraft Road to Five Mile Road. The program also includes scattered locations throughout the City that were generated through resident complaints and requests. This year's program consists of approximately 559 locations.

The Engineering Division was approached by Joe Rotondo Construction Corp. in an effort to continue to control costs and offer our residents quality workmanship by extending the Contract 20-G unit prices for Contract 21-G. Please note that the Joe Rotondo Construction Corp. is a local contractor and has completed concrete repairs for the City of Livonia over the past several years, including the Sidewalk Programs from 2006 through 2011 and 2013 through 2020.

They are willing to honor their unit prices for the 2021 Sidewalk Repair Program (Contract 21-G) with the exception of the concrete unit prices for various thickness of sidewalk and for ADA Sidewalk Ramps. It should be noted that material costs for concrete per cubic yard have increased again this year. They are requesting to pass along only the increase of concrete material and fuel costs consisting of 12% for a few specific bid items. Please see attached letter dated February 18, 2021 from Joe Rotondo Construction Corp.

RECOMMENDATION

We are recommending extending the Contract 20-G unit prices for Contract 21-G, except for the bid items 1, 2, 3, 4, 8 and 9 (concrete sidewalk of various thickness of 4, 6 or 8-inches, 7-inch road pavement, and placement of 6-inch ADA ramps with 4 foot by 2 foot inserts or 5 foot by 2 foot inserts) and agreed upon number of inspection days of 60 which was based on quantities.

Therefore, we are recommending extending the Contract 20-G unit prices with Joe Rotondo

Construction Corp. to complete the sidewalk repairs for the 2021 Sidewalk Repair Program, Contract 21-G. In addition, we are continuing to utilize Precision Concrete, Inc. to provide a cost-effective measure of eliminating vertical displacements by saw cutting them at various locations throughout the City of Livonia. Please refer to the Fiscal Consideration section below and the attached Form of Proposal submitted by Joe Rotondo Construction Corp. for additional information.

FISCAL CONSIDERATION

The total project cost is in the amount of \$755,587.25 which includes a 10% administrative fee (\$68,689.75) and the contract amount of \$686,897.50.

In order to proceed with this project, we recommend that the Council take the following actions:

- Waive the formal bidding process under Section 3.04.140.D.3 of the Livonia Code of Ordinances, as amended, since no advantage to the City would result from competitive bidding.
- Extend contract 20-G unit prices for Contract 21-G, 2021 Sidewalk Repair Program in the amount of \$676,897.50 to Joe Rotondo Construction Corp., 38807 Ann Arbor Road, Suite 2, Livonia, MI 48150. The award should be on the basis of the bid unit prices from 2020, Contract 20-G with the exception of revised unit prices for bid items 1, 2, 3, 4, 8 and 9 (concrete sidewalk of various thickness of 4, 6 or 8-inches, 7-inch road pavement, and placement of 6-inch ADA ramps with 4 foot by 2 foot inserts or 5 foot by 2 foot inserts) and agreed upon inspector days of 60 based on quantities, said amount to be adjusted based upon the quantities of work actually completed.
- Authorize a payment not-to-exceed \$10,000.00 to Precision Concrete Inc., 1896 Goldeneye Drive, Holland, MI 49424 for the saw cutting portion of the contract.
- Authorize an advance of \$182,179.92 (single lot assessments portion of the program) from the Road, Sidewalk and Tree Fund with the provision that this fund be reimbursed from that portion of the project which is to be financed by special assessment at such time as funds are subsequently received for the payment of bills as assessments by affected property owners.
- Authorize an expenditure from budgeted funds of \$12,500.00 from Account No. 202-451-977-010 (Major Road – Dist. Sidewalk Cost) and \$92,407.33 from Account No. 203-451-977-010 (Local Road - Dist. Sidewalk Cost) to cover the costs related to the construction or reconstruction of handicap ramps at major and local roads.

- Authorize an expenditure of \$18,500.00 from the Unexpended Fund Balance of the Water and Sewer Fund for sidewalk work adjacent to and including water and sewer structure repairs.
- Authorize an expenditure of \$450,000.00 to repair sidewalks heaved by tree roots from budgeted funds in the Road, Sidewalk and Tree Fund (Account No. 204-441-977-010 Distributed Sidewalk Cost) for the 2021 Sidewalk Repairs.
- Authorize the City Engineer to approve minor adjustments in the work, as required.

Please note that property owners are required to arrange for the installation, repair, or the removal and replacement of certain unsafe sections of sidewalk by June 4, 2021, if they choose to have the work completed themselves, otherwise the City's contractor will repair them.

ATTACHMENTS

1. 2-18-21 Letter from Joe Rotondo Proposed Contract Renewal for 21-G
2. Form of Proposal 21-G - Joe Rotondo
3. R020821 2020 Sidewalk Program, Contract 20-G, Single Lot Assessments CR 36-21

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: February 24, 2021



Don Rohraff, Director of Public Works

Date: February 24, 2021



Michael Slater, Finance Director

Date: February 24, 2021



Date: February 26, 2021

Maureen Miller Brosnan, Mayor

JOE ROTONDO CONSTRUCTION CORP.

RECEIVED

February 18, 2021

City of Livonia
Engineering Dept.
33000 Civic Center Drive
Livonia, MI 48154
Attn: Todd Zilincik

FEB 18 2021

CITY OF LIVONIA
ENGINEERING DEPARTMENT

Re: 2021 Sidewalk Replacement Program Extend Contract 20-G prices, except line items 1-4, 8 and 9

Dear Mr. Zilincik,

We would like to ask the City of Livonia to consider renewing our contract with the City of Livonia, to perform the work for the 2021 City of Livonia Sidewalk Replacement Program. We are submitting a few new prices for the 2021 program due to increasing cost of concrete material and fuel. We plan to start the project on June 4, 2021. Please review the 2021 price that will increase for consideration and City Council approval:

Item of Work	2020 Unit Price	2021 Unit Price
1)Remove & Replace 4" Sidewalk	\$5.25	\$5.95
2)Remove & Replace 6" Sidewalk	\$5.75	\$6.55
3)Remove & Replace 8" Sidewalk	\$6.50	\$7.50
4)Remove & Replace 7" Road Pavement	\$7.20	\$8.20
8)Place 6" ADA Ramp 4'x2' Insert	\$10.50	\$10.80
9)Place 6" ADA Ramp 5'x2' Insert	\$10.60	\$10.90

The remaining items of work (5,6,7, 10-31) prices will remain the same as the unit price that was stated in Contract 20-G program.

I appreciate your time and consideration of this proposal. Please call me directly if you have any questions or would like to meet to discuss this matter

Sincerely,



Joseph Rotondo
President
248-763-0420

38807 Ann Arbor Rd, Suite 2 • Livonia, MI 48150 • (248) 474-0707 • FAX (248) 474-9305

2021 SIDEWALK PROGRAM

CITY OF LIVONIA, MICHIGAN - CONTRACT 21-G

FORM OF PROPOSAL

SCATTERED & TARGET LOCATIONS 1 thru 559

Item No.	Item Description	Qty	Unit	Bid Unit Price (\$)	Total Price (\$)
1	Remove and Replace 4" Concrete Sidewalk	74,000	s.f.	\$5.95	\$440,300.00
2	Remove and Replace 6" Concrete Sidewalk or Approach	14,000	s.f.	\$6.55	\$91,700.00
3	Remove and Replace 8" Concrete Sidewalk or Approach	1,600	s.f.	\$7.50	\$12,000.00
4	Remove and Replace 7" Plain Concrete Pavement	550	s.f.	\$8.20	\$4,510.00
5	Remove Concrete Curb & Gutter (at ramp locations & replace w/ flush curb)	550	l.f.	\$28.50	\$15,675.00
6	Remove and Replace Concrete Curb (6" to 8")	35	l.f.	\$28.50	\$997.50
7	Place 4" Concrete Sidewalk	1,300	s.f.	\$4.00	\$5,200.00
8	Remove and Replace 6" Concrete Sidewalk (incl. first ADA ramp flag w/ 4'x2' dome/tactile at approximately 20 locations w/ 30 s.f. each)	1,900	s.f.	\$10.80	\$20,520.00
9	Place 6" Concrete Sidewalk (incl. first ADA ramp flag w/ 5'x2' dome/tactile at approximately 6 locations w/ 30 s.f. each)	500	s.f.	\$10.90	\$5,450.00
10	Place 8" Concrete Sidewalk	200	s.f.	\$3.00	\$600.00
11	Remove 4" to 6" Sidewalk or Approach	4,800	s.f.	\$0.50	\$2,400.00
12	Remove and Replace 9" Reinforced Concrete Pavement	100	s.f.	\$30.00	\$3,000.00
13	Remove and Replace 2" to 6" Asphalt	250	s.f.	\$6.50	\$1,625.00
14	Remove 1" to 3" Asphalt	250	s.f.	\$0.25	\$62.50
15	Remove +3" to 6" Asphalt	200	s.f.	\$0.25	\$50.00
16	Special Saw-Cutting	500	l.f.	\$2.25	\$1,125.00
17	Horizontal Curb Saw-Cutting	50	l.f.	\$0.75	\$37.50
18	Adjust Sprinkler Line (ADA Ramp Locations Only)	250	l.f.	\$5.00	\$1,250.00
19	Replace In-Kind Sprinkler Head (ADA Ramp Locations Only)	30	ea.	\$25.00	\$750.00

Item No.	Item Description	Qty	Unit	Bid Unit Price (\$)	Total Price (\$)
20	Place 4" to 6" Concrete Sidewalk w/ Integral Curb (Ramp Locations Only)	1,500	s.f.	\$6.00	\$9,000.00
21	Adjust Structure (top 1')	35	ea.	\$275.00	\$9,625.00
22	Adjust Structure (each additional 1')	5	ea.	\$275.00	\$1,375.00
23	Adjust Sanitary Structure - Top 30" (incl. adjustment and encapsulation)	20	ea.	\$725.00	\$14,500.00
24	Excavation	10	c.y.	\$7.00	\$70.00
25	Class II Sand (C.I.P.)	5	c.y.	\$5.00	\$25.00
26	3" Topsoil, Seed, Mulch and Fertilizer	1,100	s.y.	\$1.00	\$1,100.00
27	Sod	150	s.y.	\$1.00	\$150.00
28	Stone 21AA Limestone	20	c.y.	\$15.00	\$300.00
29	Wayne County Permit Fees	1	l.s.	\$ 3,500.00	\$3,500.00
30	Inspector Days (Min.60 Days)	60	Days	\$ 500.00	\$30,000.00
Total Target and Scattered Locations Bid					\$ 676,897.50
31	Precision Concrete Cutting*	1	l.s.	\$ 10,000.00	\$ 10,000.00

*Note: Line Item 31 will be paid separately to Precision Concrete Cutting for grinding vertical separations throughout the City of Livonia.

The undersigned agrees that the City of Livonia may increase or decrease the quantity of work without changing the unit price bid for the work.

The undersigned represents that he acknowledges that the City reserves the right to accept or reject any bid or all bids and to waive irregularities in bids.

ROTONDO CONSTRUCTION CORP.

Contractor

38807 ANNU ARBOR RD. SUITE 2, LIVONIA, MI 48150

Address

248-474-0707

Telephone No.

38-3208882

Federal I.D. No.

2/23/2021

Date

By: 

Title: Pres.

Regular Meeting Minutes of February 8, 2021

SIDEWALKS

Approval to repair sidewalks from the 2020 Sidewalk Program, Contract 20-G, at the locations and in the amounts indicated.

#36-21 RESOLVED, that having considered the report and recommendation of the City Engineer, dated January 13, 2021, which bears the signature of the Director of Finance, is approved by the Director of Public Works and approved for submission by the Mayor, regarding repair of sidewalks in the City of Livonia pursuant to the 2020 Sidewalk Program, Contract 20-G, at the locations and in the amounts indicated in the attachment to the aforesaid communication (the "Attachment"), which work was done pursuant to Council Resolution 123-20, adopted on April 27, 2020, and in accordance with the provisions of Section 340 of Title 12, Chapter 4 of the Livonia Code of Ordinances, as amended, the City Treasurer is hereby directed to send a statement of charges to all property owners in the amounts listed in the Attachment in accordance with Section 150 of Title 3, Chapter 8 of the Livonia Code of Ordinances, as amended, and the Council does hereby establish the evening of Monday, June 14, 2021, at 7:00 p.m., at the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan, as the time and place when the Council shall meet for the purpose of adopting a resolution placing a special assessment upon said property for such charges unless the same are paid prior to the date of such meeting; and the City Clerk and City Treasurer are hereby requested to do all things necessary or incidental to the full performance of this resolution.

CONSENT AGENDA (<i>Regular Meeting of February 8, 2021</i>)
--

Motion by: Jolly

Seconded by: Bahr

ROLL CALL:

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

Nays: None

Absent: None

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 8, 2021**

Meeting was called to order via Zoom remote technology at 8:38 p.m. by President Kathleen McIntyre. Present: Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); Cathy White (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

13) VACATING PETITION: Planning Commission, re: Petition 2021-01-03-01 submitted by Anderson, Eckstein & Westrick, Inc., on behalf of Botsford General Hospital, to determine whether or not to vacate an existing public utility easement at 39000 Seven Mile Road, located on the north side of Seven Mile Road between the I-275/96 Expressway and Haggerty Road in the Southwest ¼ of Section 6.

Mark Taormina, Director of Planning and Economic Development, presented this request to Council. He stated this is a housekeeping issue, it mostly involves the vacation of a water main easement. This is the site of the Beaumont Outpatient Care Center, as you know, with the demolition of the old building, some of the easements are no longer needed and so this is where vacating is involved, a water main easement.

Councilmember Toy offered an approving resolution for the Consent Agenda.

DIRECTION:	APPROVING	CONSENT
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REPORT TO THE LIVONIA CITY COUNCIL

Planning
February 26, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Stephanie Reece, Program Supervisor

AGENDA ITEM

VACATING PETITION: Planning Commission, re: Petition 2021-01-03-01 submitted by Anderson, Eckstein & Westrick, Inc., on behalf of Botsford General Hospital, to determine whether or not to vacate an existing public utility easement at 39000 Seven Mile Road, located on the north side of Seven Mile Road between the I-275/96 Expressway and Haggerty Road in the Southwest ¼ of Section 6.

BACKGROUND

RECOMMENDATION

#02-04-2021 RESOLVED, That pursuant to a Public Hearing having been held by the City Planning Commission on February 23, 2021, on Petition 2021-01-03-01 submitted by Anderson, Eckstein & Westrick, Inc., on behalf of Botsford General Hospital, pursuant to Section 12.08 of the Livonia Code of Ordinances of the City of Livonia, as amended, to determine whether or not to vacate an existing public utility easement at 39000 Seven Mile Road, located on the north side of Seven Mile Road between the I-275/96 Expressway and Haggerty Road in the Southwest ¼ of Section 6. the Planning Commission does hereby recommend to the City Council that Petition 2021-01-03-01 be approved for the following reasons:

1. That with the demolition of the old building, and redevelopment of the property as a new four and one-half (4-½) stories professional/medical building, this part of the easement is no longer needed for public utility purposes.
2. That the work has been completed, and upon vacation of the old easement, a new easement will be recorded that encompasses the relocated section(s) of the utilities, and
3. No reporting City department or public utility has objected to the proposed vacating.

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

FISCAL CONSIDERATION

ATTACHMENTS

1. 2021-01-03-01_Botsford_e-packet

APPROVED BY



Mark Taormina, Planning and Economic Development
Director

Date: February 26, 2021



Maureen Miller Brosnan, Mayor

Date: February 26, 2021

Petition 2021-01-03-01 submitted by Anderson, Eckstein & Westrick, Inc., on behalf of Botsford General Hospital, pursuant to Section 12.08 of the Livonia Code of Ordinances of the City of Livonia, as amended, to determine whether or not to vacate an existing public utility easement at 39000 Seven Mile Road, located on the north side of Seven Mile Road between the I-275/96 Expressway and Haggerty Road in the Southwest ¼ of Section 6.



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

51301 Schoenherr Road, Shelby Township, MI 48315
586.726.1234 | www.aewinc.com

*xc: Law - Approve as to form
Engineering
E-Agenda S*

August 19, 2020

City Council
City of Livonia
33000 Civic Center Drive
Livonia, Michigan 48154

Reference: Water Main Easement Vacation Request
18th Street Development
AEW Project No. 0496-0041

REC'D
DEC 10 2020
CITY OF
ENGINEERING

Dear City Council:

As part of the 18th Street Development project, located at the northwest corner of 7 Mile Road and I-275, a portion of the existing 16-inch water main, and its associated easement, is proposed to be relocated. As such it is our request that the existing 20-foot wide water main easement (Liber 23477, Page 043) be vacated from the extents shown on Exhibit A, attached.

Please note that the relocated section of water main will be granted a new easement as required.

Sincerely,

Juli Sala, PE
Licensed Civil Engineer

Enclosure: Exhibit A – Water Main Easement Vacation

RECEIVED
OFFICE OF THE CITY CLERK
2020 DEC 10 PM 3:17

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DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
City Engineer

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



MAUREEN MILLER BROSNAN
MAYOR

DONALD R. ROHRAFF,
Director of Public Works

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

December 16, 2020

Honorable Members of the City Council
City of Livonia

**Re: Vacation of the Public Utility Easement
S.W. ¼ of Section 6
18th Street Development
39000 Seven Mile Road
Parcel I.D. Nos. 46 023-99-0001-004**

Ladies and Gentlemen:

Pursuant to the August 19, 2020 request from Anderson, Eckstein & Westrick, Inc., on behalf of the owner, Botsford General Hospital, the Law Department has approved the request as to form and the Engineering Division has reviewed the utilities located on the property in question and found that the request for the vacation of the public utility easement is warranted.

In order to proceed, the Engineering Division respectfully requests that the City Council do all things necessary for the vacation of the following 20-foot wide public utility easement (previously recorded in Liber 23477, page 043, Wayne County Records) A map with the original easement to be vacated is attached:

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

Commencing at the southwest corner of Section 6; thence S 88°14'49" E, 946.05 feet along the south line of Section 6; thence N 03°00'56" E, 60.02 feet to the northerly right-of-way line of Seven Mile Road (120.00 feet wide); thence S 88°14'49" E, 228.95 feet along the northerly right-of-way line of Seven Mile Road to the point of beginning of the centerline of a 20.00 feet wide water main easement, as recorded in Liber 23477 of Deeds, Page 43, Wayne County Records, to be vacated, lying 10.00 feet each side of the following described centerline; thence N 01°45'11" E, 185.00 feet; thence

To: Honorable Members of the City Council
Re: Vacation of the Public Utility Easement
S.W. ¼ of Section 6
18th Street Development
Property ID's #46-023-99-0001-004

December 16, 2020
Page 2 of 2

**N 61°45'11" E, 88.00 feet; thence N 39°15'11" E, 128.00 feet; thence
N 08°15'11" E, 162.00 feet; thence N 24°15'11" E, 145.00 feet; thence
N 35°30'11" E, 200.00 feet; thence N 15°30'11" E, 170.00 feet; thence
N 43°00'11" E, 90.00 feet; thence N 15°30'11" E, 137.00 feet; thence
N 43°00'11" E, 90.00 feet; thence N 15°30'11" E, 292.00 feet to the point
of ending of this described centerline.**

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

Sincerely,

APPROVED:

Todd J. Zilincik, P.E.
City Engineer

Donald R. Rohraff
Director of Public Works

APPROVED AS TO FORM:

APPROVED FOR SUBMISSION:

Paul A. Bernier
City Attorney

Maureen Miller Brosnan, Mayor
CITY OF LIVONIA

TJZ:kjw

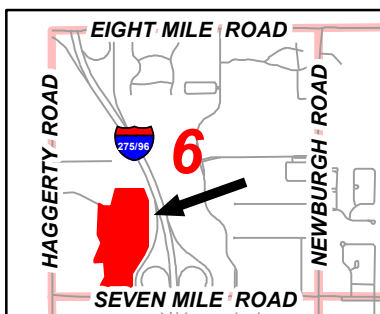
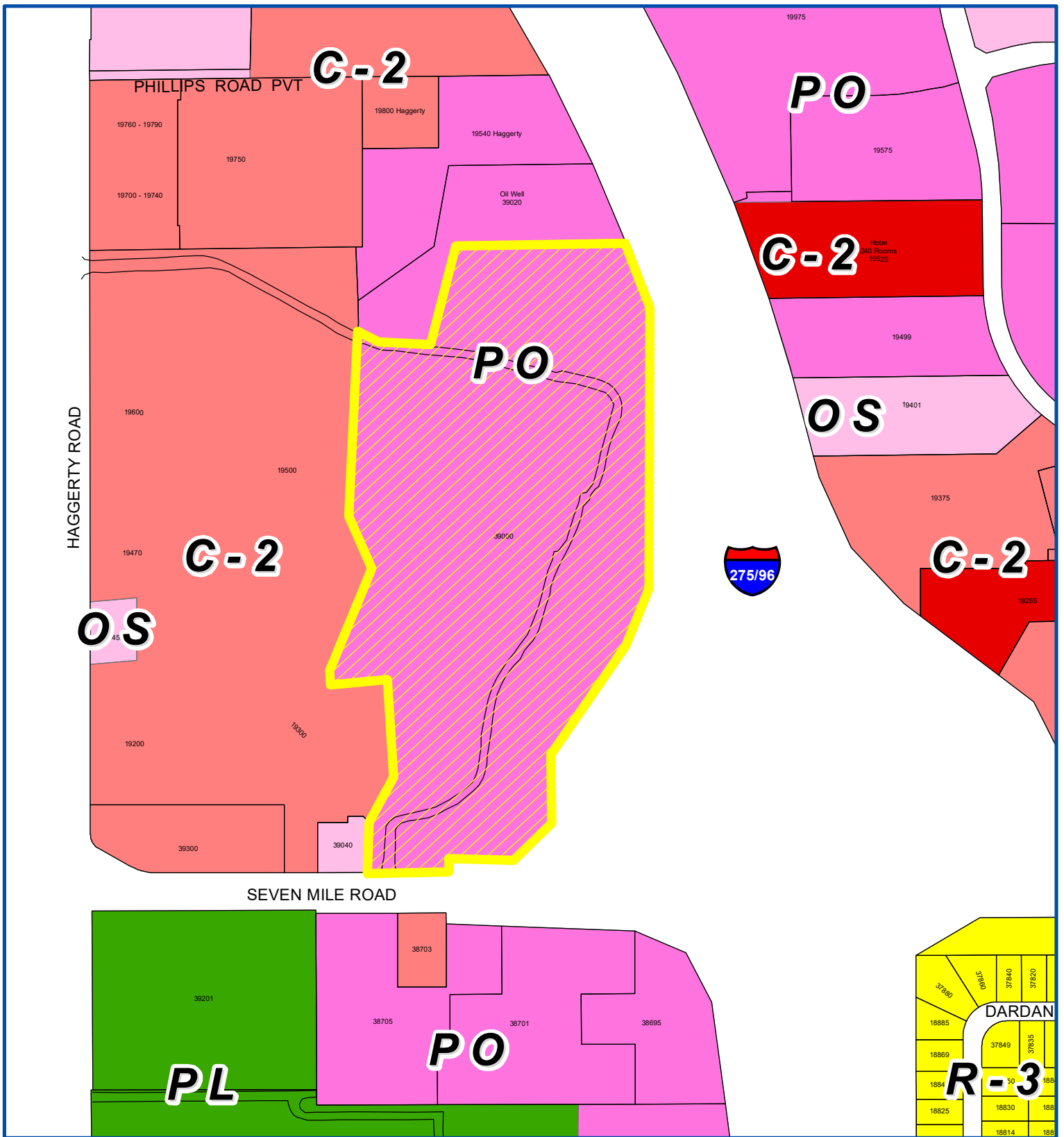
Attachment

cc: Ms. Juli Sala, P.E., AEW 51301 Schoenherr Road, Shelby Twp., MI 48315
DPW
File

**ADOPTED BY THE LIVONIA CITY COUNCIL AT THE REGULAR MEETING OF
January 13, 2021**

Petition 2021-01-03-01

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



Address & Zoning Map

Petition 2021-01-03-01
 Botsford General Hospital
 39000 Seven Mile Road
 to vacate the existing public utility easement



Not to Scale

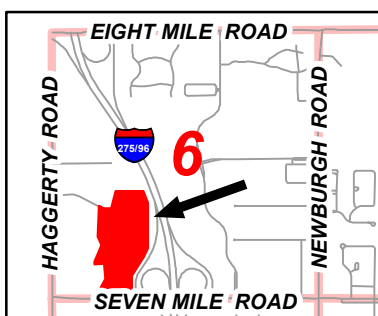


City of Livonia
 Planning Department



Aerial Map

Petition 2021-01-03-01
Botsford General Hospital
39000 Seven Mile Road
to vacate the existing public utility easement



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 2

Petition 2021-01-03-01 submitted by Anderson, Eckstein & Westrick, Inc., on behalf of Botsford General Hospital, pursuant to Section 12.08 of the Livonia Code of Ordinances of the City of Livonia, as amended, to determine whether or not to vacate an existing public utility easement at 39000 Seven Mile Road, located on the north side of Seven Mile Road between the I-275/96 Expressway and Haggerty Road in the Southwest ¼ of Section 6.

February 16, 2021 Study Meeting:

This petition involves a request to vacate an existing public utility easement located at the site being developed by 18th Street Development as a Beaumont Outpatient Care Center located on the north side of Seven Mile Road between the I-275/96 Expressway and Haggerty Road. In 2019, site plan approval was granted (CR #262-19) to have a professional/medical office building constructed on the site. The new professional/medical building is four and one-half (4-½) stories in height and contains a gross floor area of 161,659 square feet.

Before the construction of the new professional/medical building could take place, the existing 290,000 square foot building, which was formerly occupied by A123 Systems, had to be torn down and removed. With the demolition of the old building and redevelopment of the property, the utilities were relocated, thus eliminating the need for parts of the original easements. Attached is a survey illustrating the sections of the existing easements to be vacated.

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

February 23, 2021 Public Hearing:

Approving Resolution: That the request to vacate an existing public utility easement at 39000 Seven Mile Road is hereby approved for the following reasons:

1. That with the demolition of the old building, and redevelopment of the property as a new four and one-half (4-½) stories professional/medical building, this part of the easement is no longer needed for public utility purposes.

PUBLIC HEARING

ITEM 2 Petition 2021-01-03-01 – Botsford General Hospital

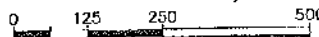
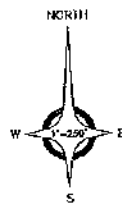
Page 2

2. That the work has been completed, and upon vacation of the old easement, a new easement will be recorded that encompasses the relocated section(s) of the utilities, and
3. No reporting City department or public utility has objected to the proposed vacating.

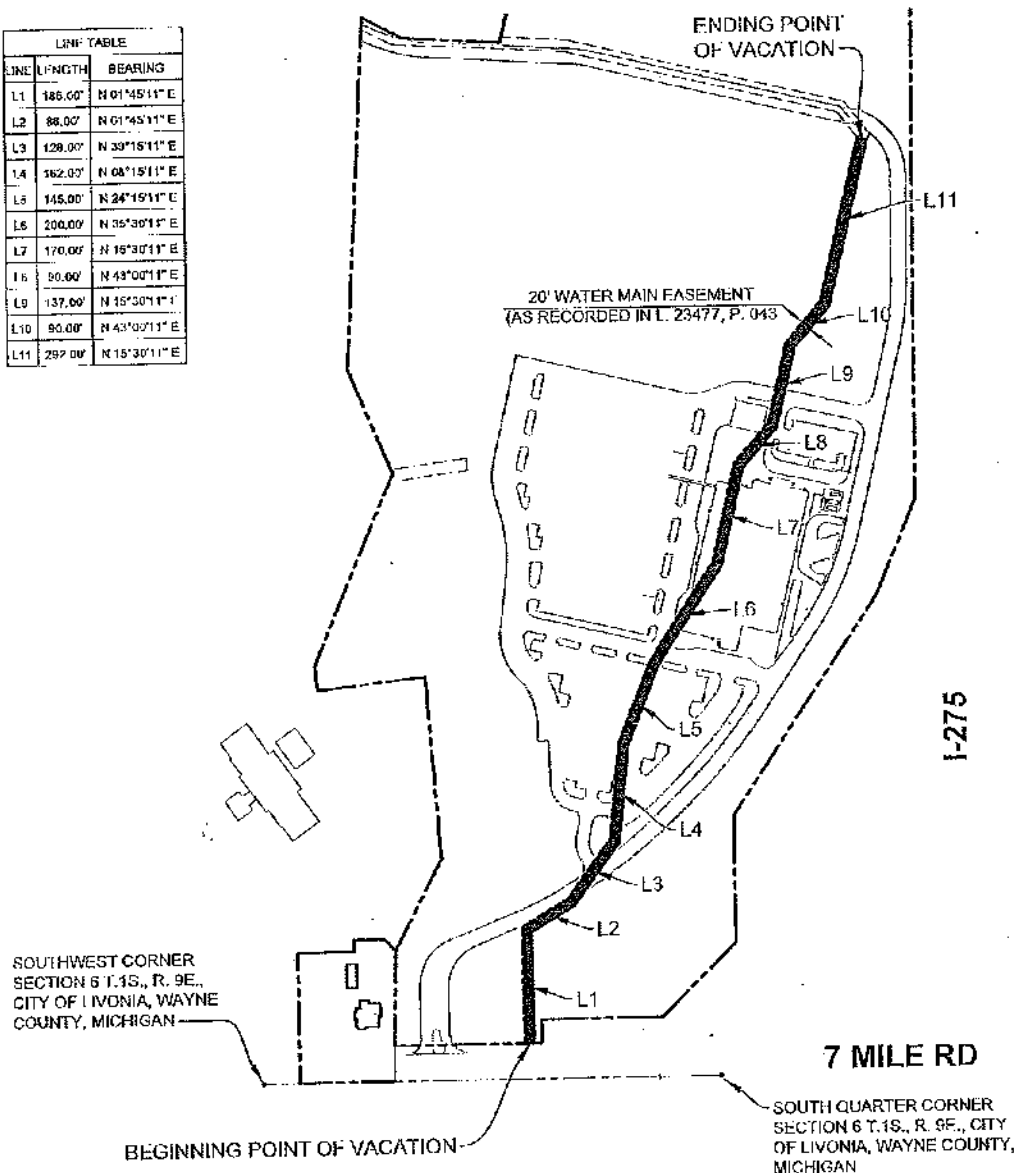
ANDERSON, ECKSTEIN AND
WESTRICK, INC.

CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 Schoenherr Rd Phone 586 726 1234
Shelby Township Fax 586 726 8780
Michigan 48315

**EASEMENT
VACATION
EXHIBIT "A"**



LINE TABLE		
LINE	LENGTH	BEARING
L1	185.00'	N 01°45'11" E
L2	88.00'	N 61°45'11" E
L3	128.00'	N 39°15'11" E
L4	162.00'	N 08°15'11" E
L5	145.00'	N 24°15'11" E
L6	200.00'	N 35°30'15" E
L7	170.00'	N 16°30'15" E
L8	80.00'	N 43°00'11" E
L9	137.00'	N 15°30'11" E
L10	80.00'	N 43°00'11" E
L11	297.00'	N 15°30'11" E



WATER MAIN EASEMENT VACATION DESCRIPTION

WATER MAIN EASEMENT VACATION DESCRIPTION
PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, BEING DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 6; THENCE SOUTH 88 DEGREES 14 MINUTES 49 SECONDS EAST 946.05 FEET ALONG THE SOUTHLINE OF SECTION 6; THENCE NORTH 03 DEGREES 00 MINUTES 58 SECONDS EAST 60.02 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SEVEN MILE ROAD (120.00 FEET WIDE); THENCE SOUTH 88 DEGREES 14 MINUTES 49 SECONDS EAST 228.95 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF SEVEN MILE ROAD TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20.00 FEET WIDE WATER MAIN EASEMENT, AS RECORDED IN LIBER 23477 OF DEEDS, PAGE 43, WAYNE COUNTY RECORDS, TO BE VACATED, LYING 30.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE NORTH 01 DEGREES 45 MINUTES 11 SECONDS EAST 185.00 FEET; THENCE NORTH 61 DEGREES 45 MINUTES 11 SECONDS EAST 88.00 FEET; THENCE NORTH 39 DEGREES 15 MINUTES 11 SECONDS EAST 126.00 FEET; THENCE NORTH 08 DEGREES 15 MINUTES 11 SECONDS EAST 162.00 FEET; THENCE NORTH 24 DEGREES 16 MINUTES 11 SECONDS EAST 145.00 FEET; THENCE NORTH 35 DEGREES 30 MINUTES 11 SECONDS EAST 200.00 FEET; THENCE NORTH 15 DEGREES 30 MINUTES 11 SECONDS EAST 170.00 FEET; THENCE NORTH 43 DEGREES 00 MINUTES 11 SECONDS EAST 90.00 FEET; THENCE NORTH 15 DEGREES 30 MINUTES 11 SECONDS EAST 137.00 FEET; THENCE NORTH 43 DEGREES 00 MINUTES 11 SECONDS EAST 90.00 FEET; THENCE NORTH 15 DEGREES 30 MINUTES 11 SECONDS EAST 292.00 FEET TO THE POINT OF ENDING OF THIS DESCRIBED CENTERLINE.

FROM RECORDS ONLY. NO SURVEY PERFORMED.

SEC. 8		TWP. CITY OF LIVONIA		COUNTY: WAYNE	AEW NO.: 0490-0041	BOOK NO.:
DRAWN BY: SAK		CHECKED BY: CMA		SCALE: 1" = 250'	EASEMENT NO.:	CONST. PLAN PAGE NO.:
SHEET 1 OF 1					TITLE SEARCH:	

10/17/2020 4:22 PM
LAYOUT: EXTEND: A - 11M VAC
WATER MAIN VACATION.DWG
PROJECT: EXHIBIT - 1.0
C:\PROJECTS\2020\10\17\2020 4:22 PM

DEPARTMENT OF FINANCE

Michael T. Slater
DIRECTOR OF FINANCE

Connie Kumpula
CHIEF ACCOUNTANT



MAUREEN MILLER BROSNAN
MAYOR

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

January 26, 2021

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

Petition 2021-01-03-01 – 39000 Seven Mile – Botsford General Hospital

Dear Mr. Miller,

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

Please contact me if you have any further questions.

Very truly yours,

Connie Kumpula
Chief Accountant

CK: jw

OFFICE OF THE TREASURER

LYNDA L. SCHEEL
CITY TREASURER



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

February 3, 2021

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

Re: Petition 2021-01-03-01

39000 Seven Mile Road
Botsford General Hospital

Dear Mr. Miller,

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

Sincerely,


Lynda L. Scheel
Treasurer, City of Livonia

**OTHER ITEMS
RELATED TO THE
PETITION**

UNAPPROVED MINUTES

1

MINUTES OF THE 1,165th PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, February 23, 2021, the City Planning Commission of the City of Livonia held its 1,165th Public Hearings and Regular Meeting via Zoom Meeting Software.

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

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

Members absent: None

Mr. Mark Taormina, Planning Director, Scott Miller, Planner IV, and Stephanie Reece, Program Supervisor, were also present.

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

ITEM #2 PETITION 2021-01-03-01

Botsford General

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2021-01-03-01 submitted by Anderson, Eckstein & Westrick, Inc., on behalf of Botsford General Hospital, pursuant to Section 12.08 of the Livonia Code of Ordinances of the City of Livonia, as amended, to determine whether or not to vacate an existing public utility easement at 39000 Seven Mile Road, located on the north side of Seven Mile Road between the I-275/96

UNAPPROVED MINUTES

2

Expressway and Haggerty Road in the Southwest ¼ of Section 6.

Mr. Taormina: This petition involves vacating an existing public water main easement. The location is on the north side of Seven Mile Road just west of I-275. This site is currently under development by Beaumont Health System as an outpatient care center. The new professional medical building will be four- and one-half stories in height and will have a gross floor area of about 162,000 square feet. The new building replaces the former office and manufacturing facility that was last occupied by A123 Systems. With the demolition of the old building and redevelopment of the site most of the utilities are being relocated. This includes a water main, which renders the current easement no longer useful, hence the reason for this request to vacate and remove it to prevent it from becoming an encumbrance on the property. This plan shows where that water main easement is located on the property, which would be vacated. City Engineering Department has no objections to this request. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Taormina: The first item is from the Finance Department, dated January 26, 2021, which reads as follows: *"I have reviewed the addresses connected with the above noted petition. As there are no outstanding amounts receivable, general or water and sewer, I have no objections to the proposal."* The letter is signed by Connie Kumpula, Chief Accountant. The next letter is from the Treasurer's Department, dated February 3, 2021, which reads as follows: *"In accordance with your request, the Treasurer's Office has reviewed the name and addresses connected with the above noted petition. At this time, there are no taxes due, therefore I have no objections to the proposal."* The letter is signed by Lynda Scheel, Treasurer. That is the extent of the correspondence.

Mr. Wilshaw: Are there any questions of the Planning Director? If not, is there anyone representing the petitioner tonight? If so, you can click the raise hand button. We will make sure you are recognized.

Mr. Taormina: I don't believe that is the case, Mr. Chairman.

Mr. Wilshaw: I don't see anyone. This is a fairly small in terms of an almost housekeeping type of petition that we deal with. Although, it is still a Public Hearing and we want to make sure we give anybody an opportunity to speak on it. Is there anyone else in our audience that wishes to speak for or against this item? Seeing no one else raising their hand, I will close the public hearing and ask for a motion.

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

#02-04-2021 **RESOLVED**, That pursuant to a Public Hearing having been held by the City Planning Commission on February 23, 2021, on Petition 2021-01-03-01 submitted by Anderson, Eckstein & Westrick, Inc., on behalf of Botsford General Hospital, pursuant to Section 12.08 of the Livonia Code of Ordinances of the City of Livonia, as amended, to determine whether or not to vacate an existing public utility easement at 39000 Seven Mile Road, located on the north side of Seven Mile Road between the I-275/96 Expressway and Haggerty Road in the Southwest ¼ of Section 6.the Planning Commission does hereby recommend to the City Council that Petition 2021-01-03-01 be approved for the following reasons:

1. That with the demolition of the old building, and redevelopment of the property as a new four and one-half (4-½) stories professional/medical building, this part of the easement is no longer needed for public utility purposes.
2. That the work has been completed, and upon vacation of the old easement, a new easement will be recorded that encompasses the relocated section(s) of the utilities, and
3. No reporting City department or public utility has objected to the proposed vacating.

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

Mr. Wilshaw: Is there any discussion?

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



REPORT TO THE LIVONIA CITY COUNCIL

Council Office
February 19, 2021

MEETING DATE

March 22, 2021

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

Public Safety, Health & Environment Committee Meeting of 2/24/2021

BACKGROUND

Public Safety, Health & Environment Committee Meeting was held on February 24, 2021 to discuss Council Resolutions 43-20 and 21-20.

RECOMMENDATION

To receive and file

FISCAL CONSIDERATION

None

ATTACHMENTS

1. PSHE022421 Committee Meeting Minutes
2. R021020 Subject matter urban environment concerns CR 42-20 (CITY COUNCIL)
3. R020821 Subject matter of sustainability in the City CR 23-21

APPROVED BY

PUBLIC SAFETY, HEALTH AND ENVIRONMENT COMMITTEE

WEDNESDAY, FEBRUARY 24, 2021

A Public Safety, Health and Environment Committee meeting was held on Wednesday, February 24, 2021 virtually via Zoom.

Committee Members Present: Laura M. Toy, Chair
Brandon McCullough, Vice Chair
Rob Gjonaj Donovic

Committee Members Absent: None

City Officials and Others Present: Council President Kathleen McIntyre
Mayor Maureen Miller Brosnan
City Attorney Paul Bernier
Dir. of Administration Services Dave Varga
Fire Chief Dave Heavener
Police Chief Curt Caid
Planning & Economic Dev. Mark Taormina
Communication & Marketing Kristin Houchins
City Treasurer Lynda Scheel
Chairman Human Relations Commission Sandy Teeter
Chairman Greenleaf Commission Jim Baringhaus
Janet
Brenda Swartz

See attached Attendee Report (Zoom)

The meeting convened at 7:02 p.m.

10a

1. CR 23-21 Subject matter of sustainability in the City at an upcoming Public Safety, Health and Environment Committee meeting.

A brief history and update was provided regarding the environment and various initiatives by the Greenleaf Commission.

- They have worked with Next Door, a free neighborhood network that has grown substantially.
- They have branched into Next Door for Public Agencies, which allows the City to connect directly into Next Door neighborhood network to communicate directly with residents, allowing their voices to be heard by the City.

Discussion took place regarding the environment with a focus on recycling. Different programs are in place in the City:

- Large, curbside orange bins
- Simple Recycling for textiles and small household items to divert textiles away from landfills to be recycled into other materials.
- Tree City Committee identified native Michigan trees and why they are necessary for the ecosystem.
- Bluestem Energy and DTE was consulted to learn how to develop a renewable energy plan, learning about solar farms and the MI-Power Michigan program
- As climate changes in the City became a concern, 12 sustainability goals have been identified to focus on from the Livonia Vision Master Plan.
- QCI, LLC in Ann Arbor was visited to learn about their ideas for future recycling.
- Newsletters and social media provide Commission updates and events and awards.
- Various Greenleaf Awards have been provided to companies in the City for their green efforts.
- Livonia has been recognized by companies outside of the city for their recycling efforts.
- Plans are being made to conduct a Livonia Sustainability Town Hall and a Climate Change Survey with Livonia Residents in April
- Reviewing plans for an Electric Vehicle Event
- Recycling packets are provided to new residents.

Suggestions were made to host an energy efficiency home workshop to include different business to give tips on energy conservation.

Questions were asked if Lawrence Tech might be able to assist with electric vehicles and the idea of e-bikes was suggested.

The Committee recommends:

Receiving updates from Greenleaf Commission on Sustainability as needed.

Note: This item will remain in committee for further discussions

This item is to be placed on the **Regular Meeting Agenda of March 22, 2021**

10b

2. CR 42-20 Subject matter of urban environment concerns to the Public Safety, Health and Environment Committee.

Discussion took place regarding forestry concerns in the City. Ideas were presented to repurpose wood and to use urban wood waste and mill. This would include assistance from adult residents and students, which could expose them to careers in natural resources and forestry.

Climate change has shifted the use of materials. More wood has been incorporated in to building structures as a substitute for less carbon intensive materials.

Michigan State has a forestry program to involve students in the process of using cross-laminated timber panels and the use sustainable waste.

Discussion on the City's weekly recycle program took place and a suggestion was made to remind and educate residents of what can and cannot be recycled.

An invitation was given to tour the STEM Teaching and Learning Facility at Michigan State University.

The Committee recommends:

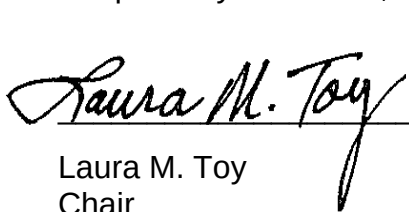
Receiving updates regarding environmental concerns as needed.

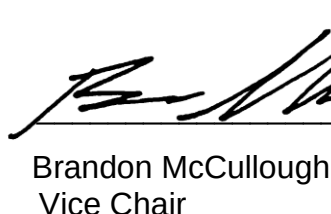
Note: This item will remain in committee for further discussions

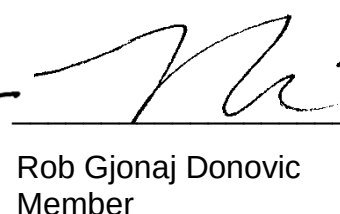
This item is to be placed on the **Regular Meeting Agenda of March 22, 2021**

The meeting was adjourned at 9:42 p.m.

Respectfully submitted,


Laura M. Toy
Chair


Brandon McCullough
Vice Chair


Rob Gjonaj Donovic
Member

cc: City Clerk, City Attorney

Attachment - Attendee Report (Zoom)

Public Safety Health and Environment Committee Meeting of 02/24/2021

Panelist Attendee

Kathleen McIntyre, Council President

Paul Bernier

Jim Baringhaus

Maureen Miller Brosnan

Laura Toy, Councilperson

Brandon McCullough, Councilperson

Chris

Richard K Kobe

Rob Donovic, Councilperson

Audience Attendee

Trisha Gabriel

Betsy Calhoun

John Grzebik

Maureen Miller Brosnan

Lynda L. Scheel

Charity Barnes

Mike Shesterkin

Tom Matheson

R. Hughes

LaShawn Thomas

Terry Cullum

Mrs. Mullett

Chris Last

Doug Moore

Richard K Kobe

Sam Caramagno

Nicole Mehelich

Jacob Rushlow

Regular Meeting Minutes of February 10, 2020

CITY COUNCIL

Subject matter urban
environment concerns.

**(Refer to the Public
Safety, Health and
Environment Committee)**

#42-20 RESOLVED, that upon the motion by Councilmember Laura Toy, seconded by Council Vice President Scott Bahr, at the Regular Meeting held February 10, 2020, the Council does hereby refer the subject matter of urban environment concerns to the Public Safety, Health and Environment Committee for its report and recommendation.

REGULAR MEETING OF February 10, 2020

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

Councilmember(s) Absent: None

February 10, 2020

Regular Meeting Minutes of February 8, 2021

Councilmember Toy stated she was approached by a member of the Greenleaf Commission on Sustainability asking that they be invited to an upcoming Public Safety, Health and Environment Committee meeting regarding the subject matter of sustainability in the City.

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

CITY COUNCIL

(Laura Toy)
Subject matter of
sustainability in the City.
(Refer to PSH&E
Committee)

#23-21 RESOLVED, that upon the motion by Councilmember Toy, seconded by Councilmember McCullough, at the Regular Meeting held February 8, 2021, that the Greenleaf Commission on Sustainability provide an updated report on the subject matter of sustainability in the City at an upcoming Public Safety, Health and Environment Committee meeting.

RESOLUTION REQUESTED BY COUNCIL <i>(Regular Meeting of February 8, 2021)</i>

Motion by:	Toy
Seconded by:	McCullough
ROLL CALL:	
Ayes:	Donovic, Jolly, Toy, Bahr, White, McCullough, McIntyre
Nays:	None
Absent:	None



REPORT TO THE LIVONIA CITY COUNCIL

Council Office
March 12, 2021

MEETING DATE

March 22, 2021

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

New Data Item 11 - Resident letters regarding short-term rentals in the City

BACKGROUND

Resident letters regarding short-term rentals in the City

RECOMMENDATION

Receive and File

FISCAL CONSIDERATION

None

ATTACHMENTS

1. R032221 Short term housing rentals airbnb Pet 2019-06-06-01 Letters from resident

APPROVED BY

Dear, Council President, Kathleen McIntyre

March 9th, 2021

I, and the whole neighborhood had another sleepless night due to my neighbors next door. There are NO adults that live there, and their house party always spills out into our lawns in the middle of the night. Young girls go in-and-out of the house every 30 minutes, and drug deals are being made in middle of the street.

My whole neighborhood is fed up with them. I, and countless of others have tried calling the police, but nothing is ever done. The Police don't bother getting out of their vehicles any time we call. We don't know what to do, and it's getting worse. I work in Healthcare, and the sleepless nights and stress is putting me at the end of my rope. The residents in my neighborhood are coming together to figure out what we can do, but we are running out of answers. We seriously cannot take it anymore.

The address of this nuisance is...

33956 Sleepy Hollow

Livonia MI 48150

My contact information is...

Daniel Wiita Livingston

33964 Sleepy Hollow

Livonia, MI 48150

(734)751-7115

Daniel.W.Livingston@gmail.com

A handwritten signature in black ink, appearing to read 'Daniel Wiita Livingston', with a long horizontal flourish extending to the right.

Daniel Wiita Livingston

From: [Simmons, Jennifer](#)
To: [law](#); [Mayor Staff](#)
Cc: [CityCouncil](#); [Hanna, Jerome](#); [Banko, Steven](#)
Subject: FW: Online Form Submittal: City Council Inquiries
Date: Tuesday, March 9, 2021 10:34:47 AM

Good morning,

We received the following message yesterday evening via the website.

Thank you,

Jennifer Simmons

Clerk Typist II
City of Livonia | Mayor's Office
(734) 466-2204
jsimmons@livonia.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, March 8, 2021 6:42 PM
To: [support](mailto:support@livonia.gov) <support@livonia.gov>
Subject: Online Form Submittal: City Council Inquiries

City Council Inquiries

This form is for any questions, comments, or concerns you may have for the City in regards to city council meetings or other city council inquiries. If you leave contact information, the City will reply within 2 business days. If this is an emergency, please dial 9-1-1.

First Name	Brian
Last Name	Masters
Email Address	Bmasters222@gmail.com
Phone Number	2489390942
Topic	Other City Council Inquiry
Date of Issue	3/8/2021
Attachment (Optional)	<i>Field not completed.</i>

Comments

The property at 20029 antago st should not be able to operate as a hotel/motel. It is on pretty much every travel site, usually as the livonia inn guest house. This is a residential neighborhood. I dont think it should be able to rent 4 rooms to 4 different customers. This house has been a nuisance for a while and on 3/1/21 there was a shooting.

Email not displaying correctly? [View it in your browser.](#)



REPORT TO THE LIVONIA CITY COUNCIL

Law
March 10, 2021

MEETING DATE

March 22, 2021

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED: Department of Law, re: to Sections 010, 011 and 020 of Title 5 of Chapter 42 (Hotels, Motor Courts, Lodginghouses, Rooming-houses, One-Family Rental Dwellings, Two-Family Rental Dwellings and Multiple-Family Rental Dwellings), to add subsections definitions of short and long-term rentals. (CR-67-20)

BACKGROUND

PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED: Department of Law, re: to Sections 010, 011 and 020 of Title 5 of Chapter 42 (Hotels, Motor Courts, Lodginghouses, Rooming-houses, One-Family Rental Dwellings, Two-Family Rental Dwellings and Multiple-Family Rental Dwellings), to add subsections definitions of short and long-term rentals. (CR-67-20)

RECOMMENDATION

Submitted for your consideration is the proposed ordinance amendment prepared by the Department of Law.

FISCAL CONSIDERATION

None

ATTACHMENTS

1. R021119 Short term housing rentals airbnb Pet 2019-06-06-01 (ZONING ORD NO. 543 and ORDS-Livonia Code of)

APPROVED BY

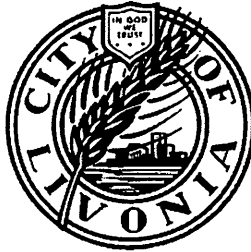
DEPARTMENT OF LAW

PAUL A. BERNIER
City Attorney

MICHAEL E. FISHER
Chief Assistant City Attorney

ERIC S. GOLDSTEIN
Assistant City Attorney

LEO D. NEVILLE
Assistant City Attorney



MAUREEN MILLER BROSNAN
MAYOR

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

March 10, 2020

TO: HONORABLE MEMBERS OF THE CITY COUNCIL

FROM: DEPARTMENT OF LAW

SUBJECT: PROPOSED AMENDMENT TO SECTIONS 010, 011 AND 020 OF TITLE 5, CHAPTER 42 (HOTELS, MOTOR COURTS, LODGINGHOUSES, ROOMING-HOUSES, ONE-FAMILY RENTAL DWELLINGS, TWO-FAMILY RENTAL DWELLINGS AND MULTIPLE-FAMILY RENTAL DWELLINGS) OF THE LIVONIA CODE OF ORDINANCES, AS AMENDED.

REF: COUNCIL RESOLUTION NO. 67-20

Dear Council Members:

At the Regular Meeting held on February 24, 2020, resolution #67-20 was adopted referring to the Law Department the subject of drafting an amendment to Chapter 42 of Title 5 of the Code of Ordinances to include provisions pertaining to "short term rentals." Also to be considered, was an exemption allowing property owners the opportunity to rent out their residences, or bedrooms within the residence, a maximum of up to 12 days per calendar year without having to obtain a license, and along with it, an inspection of the residence by the Inspection, Fire and/or Police Departments.

As Council is aware, this matter began back in April 2019 with a proposed amendment to the Zoning Ordinances to include "short term rentals" under the definition of a "bed and breakfast" (Section 2.10) and to further require short term rentals to be treated as a possible waiver use in R-1 through R-5 zoning districts. This would have included the potential establishment meeting all of the same lot size, dwelling size and other requirements of section 4.03(g) applicable to "bed and breakfast" establishments.

To: Honorable Members of the City Council
Re: Proposed Amendment to Sections 010, 011 and 020 of
Title 5, Chapter 42 (Hotels, Motor Courts, Lodginghouses, Rooming-
Houses, One-Family Rental Dwellings, Two-Family Rental Dwellings,
Two-Family Rental Dwellings and Multiple-Family Rental Dwellings) of
The Livonia Code of Ordinances, as amended.

March 10, 2020

Page 2

Following a Public Hearing on August 27, 2019, the Planning Commission voted to adopt the Law Department's proposed definition changes in section 2.10 of the zoning ordinance. The Planning Commission also recommended changes to section 4.03, specifically eliminating the requirements of 4.03(g)(1)-(4) and (11). The Planning Commission then submitted its proposed modifications to Council via resolution #08-75-2019.

A second Public Hearing was held by Council on October 2, 2019. Following the hearing this matter was referred to the Committee of the Whole (C.O.W.). The petition was then voted out of the C.O.W and placed on the agenda for the regular meeting of December 2, 2019, voted back into the C.O.W, which in turn placed the matter on the agenda for the February 5, 2020 meeting.

Accompanying this letter are three (3) proposed ordinance amendments. The first is a proposal to amend Section 2.10 of Article II of the Zoning Ordinances to add subsections definitions for the terms "limited short term rental", "long term rental" and "short term rental." A "limited short term rental" covers the scenario of a homeowner renting his or her residential dwelling for **12 days or less** in a calendar year. The term "long term rental" pertains to the traditional landlord-tenant relationship where a residence is rented for **more than 30 days**. The term "short term rental" addresses the commonly understood business model of an airbnb, VRBO and the like. The **maximum** rental period under this definition is 30 days.

The second proposed ordinance amendment is to section 4.02 of Article IV of the Zoning Ordinance. This amendment would make "limited short term rentals", traditional "long term rentals", and "short term rentals" permitted uses in R-1 through R-5 zoning districts subject to the stated requirements.

The third proposed amendment is to sections 010, 011 and 020 of Chapter 42 of Title 5 of the Code of Ordinances. Section 010 adds definitions for "limited short term rentals" and "short term rentals" to Chapter 42. Section 011 grants a licensing and inspection exemption to "limited short term rentals." However, the homeowner is still required to maintain a verified register containing the name, address and telephone number of all guests or tenants. This register must be available for inspection upon request by the Livonia police and fire departments. Section 020 is amended to simply include and subject "short term rentals" to all of the same requirements of Chapter 42 that are applicable to other rental establishments within the City.

Provided that you concur with these changes, the proposed Code amendment is ready to be offered for first reading. If you have any questions, please do not hesitate to contact the Law Department.

To: Honorable Members of the City Council
Re: Proposed Amendment to Sections 010, 011 and 020 of
Title 5, Chapter 42 (Hotels, Motor Courts, Lodginghouses, Rooming-
Houses, One-Family Rental Dwellings, Two-Family Rental Dwellings,
Two-Family Rental Dwellings and Multiple-Family Rental Dwellings) of
The Livonia Code of Ordinances, as amended.

March 10, 2020

Page 3

Approved for submission:

Very truly yours,


Maureen Miller Brosnan, Mayor


Paul A. Bernier, City Attorney


Leo D. Neville, Assistant City Attorney

LDN/bks

Enclosure(s)

cc: Mayor, Clerk, Council, Finance, Inspection, Ordinance, LPD

P:\Council\2020\Ordinances\5.42 - Rental Dwellings 2020.docx

AN ORDINANCE AMENDING SECTIONS 010, 011 AND 020 OF TITLE 5, CHAPTER 42 (HOTELS, MOTOR COURTS, LODGINGHOUSES, ROOMING-HOUSES, ONE-FAMILY RENTAL DWELLINGS, TWO-FAMILY RENTAL DWELLINGS AND MULTIPLE-FAMILY RENTAL DWELLINGS) OF THE LIVONIA CODE OF ORDINANCES, AS AMENDED.

THE CITY OF LIVONIA ORDAINS:

Section 1. Section 010 of Title 5, Chapter 42, of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

5.42.010 - Definitions. The following words and phrases, when used in this chapter shall, for the purpose of this chapter, have the meanings respectively ascribed to them in this section, as follows:

- A. *"Agent"* means any person authorized by the owner who has charge, care or control of a rental dwelling or rental unit which is let or offered for occupancy. The owner must officially notify the city of any agent authorized to act on his behalf. The owner may authorize a tenant to act as agent for a rental dwelling or rental unit.
- B. *"Applicable codes"* mean the current fire prevention, building and property maintenance codes adopted by the city, including definitions and applicable terms, and other city ordinances.
- C. *"Dwelling unit"* means a single unit providing complete independent living facilities for one (1) or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. This shall include any area within the building that contains mechanical equipment for the rental unit, hallways or other spaces that serve the rental unit, and the premises of the rental dwelling.
- D. *"Family"* means any number of persons living together in a single dwelling unit comprising a single housekeeping unit and related by blood, marriage, adoption, or any unrelated person who resides therein as though a member of the family and including the domestic employees thereof, or a group of not more than five (5) unrelated individuals living together as a single housekeeping unit.
- E. *"Hotel"* means a building or part thereof occupied as the more or less temporary abiding place of individuals, in which the rooms are rented or leased singly for

hire, and in which rooms no provision for cooking is made, and in which building there is a general kitchen and dining room for the accommodation of the occupants.

F. "Limited short term rental" means a lodging use in which a residence or dwelling unit, or any portion thereof, is rented or offered for rent by the owner or operator for a period not to exceed 12 days in any calendar year.

~~F~~G. *"Lodginghouse"* means a building or part thereof, other than a hotel, where lodgings are provided for hire more or less transiently without provisions for meals.

HG. *"Motor court"* means any establishment in which individual cabins, courts or similar structures or units are let or rented to transients for periods of less than one (1) month. The term "motor court" includes tourist cabins and motels.

I~~H~~. *"Multiple-family rental dwelling"* means a building containing three (3) or more dwelling units arranged either side by side and/or one (1) above the other, each unit occupied as a single housekeeping unit by a single-family or functional family.

J~~I~~. *"One-family rental dwelling"* means a building containing one (1) dwelling unit promised and/or leased to a single family not occupied by the owner.

K~~J~~. *"Rental unit"* means a single housekeeping unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

L~~K~~. *"Roominghouse"* means any building occupied as a home or family unit where a certain room or rooms, in excess of those used by members of the immediate family, are leased or rented to one (1) or more persons and occupied by four (4) or more persons not members of the family. The term "roominghouse" also includes tourist homes, bed and breakfast establishments, and tourist accommodations other than motor courts.

M. "Short-term rental" means a lodging use, other than a hotel or motel, in which a dwelling unit, or any portion thereof, is offered for rent by the owner to a non-family member on a transient basis for a period not to exceed 30 days in any calendar year. A dwelling unit, or any portion thereof, that is used by the same guest or tenant for more than 30 days in a calendar year is not a short-term rental.

N. *"Two-family rental dwelling"* means a building containing two (2) dwelling units promised and/or leased to two (2) separate families, respectively, with at least one (1) unit not occupied by the owner.

Section 2. Title 5, Chapter 42, of the Livonia Code of Ordinances, as amended, is hereby amended to add the following provision:

5.42.011 – "Limited short term rentals" – exemption. A limited short term rental shall not be subject to the licensing and inspection provisions of this chapter. However, the owner or operator of the limited short time rental shall maintain a verified register containing the name, address and telephone number of all guests or tenants which shall be available for inspection upon request by the Livonia police and fire departments.

Section 3. Section 020 of Title 5, Chapter 42, of the Livonia Code of Ordinances, as amended, is hereby amended as follows.

5.42.020 - License—Required. No person shall lease, rent, use, operate or occupy or cause to be leased, rented, used, operated or occupied, any building, structure, premises, or part thereof within the city as a one-family rental dwelling, two-family rental dwelling, multiple-family rental dwelling, hotel, lodginghouse, roominghouse or motor court, short-term rental, or any combination thereof, unless there is in his or her possession and posted on such building, structure or premises, in a conspicuous place, an unrevoked license of current issue as provided in this chapter.

Section 4. 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 5. 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.

AN ORDINANCE AMENDING SUBSECTIONS (16) THROUGH (34) OF SECTION 2.10 OF ARTICLE II OF ORDINANCE NO. 543, AS AMENDED, KNOWN AND CITED AS “THE CITY OF LIVONIA ZONING ORDINANCE”

THE CITY OF LIVONIA ORDAINS:

Section 1. Subsections 16 through 34 of Section 2.10 of Article II of Ordinance No. 543, as amended, are hereby amended as follows:

Section 2.10 Definition of Miscellaneous Terms.

(16) Limited Short Term Rentals. A lodging use in which a residence or dwelling unit, or any portion thereof, is rented or offered for rent by the owner or operator for a period not to exceed 12 days in any calendar year.

(17) Long Term Rentals. A lodging use in which a residence or dwelling unit, or any portion thereof, is offered for rent by the owner to the same person or persons for more than 30 days.

(168) Mechanical Amusement Devices. For purposes of this ordinance, "Mechanical Amusement Device" shall have the definition set forth in Section 5.30.030 of Title 5 of the Livonia Code of Ordinances.

(179) Name Plate. A sign indicating the name and/or address of a building or the name of an occupant thereof and the nature of a permitted occupation therein.

(1820) Nursing Home. (Convalescent Home-Sheltered Care Home). An establishment for the care of children or the aged or infirm. Such an establishment shall not contain equipment for or provide care in maternity cases or for psychotics or other unruly, mentally deranged persons nor for surgical or medical cases commonly treated in hospitals, and shall be licensed as a nursing home by the State of Michigan.

(1921) Orphanage. An institution for the care of orphans under sixteen (16) years of age.

(202) Personal-use Heliport. Any heliport used exclusively by the owner and/or operator.

- | (213) Private-use Heliport. Any heliport that restricts usage to the owner and/or operator or to persons authorized by the owner and/or operator.
- | (224) Professional. Having to do with a vocation, calling, occupation, or employment involving labor, skill and education, requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study.
- | (235) Psychiatric Hospital. A licensed publicly or privately-owned facility for in-patient care and treatment of mental disorders or the treatment of substance abusers such as alcoholics and drug addicts.
- | (246) Public-use Heliport. Any heliport open to the general public and not requiring prior permission of the owner and/or operator to land.
- | (257) Publicly or privately-owned facility. Any facility in which a service is provided by any person, firm, corporation, municipal, county, state or federal department or board, duly authorized and licensed to furnish such services to the public, under federal, state, county or municipal regulations.
- | (268) Recreational Equipment. Recreational equipment is defined and shall include the following:
 - (a) A "travel trailer" is a vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational and vacation uses; not to exceed eight (8) feet in width.
 - (b) A "pickup camper" is a structure designed primarily to be mounted on a pickup or truck chassis and with sufficient equipment to render it suitable for use as a temporary dwelling for travel, recreational, and vacation uses.
 - (c) A "motorized home" is a portable dwelling designed and constructed as an integral part of a self-propelled vehicle.
 - (d) A "folding tent trailer" is a folding structure, mounted on wheels and designed for travel and vacation uses.
 - (e) "Boats" and "boat trailer" shall include boats, floats and rafts, plus the normal equipment to transport the same on the highway.
 - (f) "Snowmobile" and "snowmobile trailer" shall include all motorized tracked recreational vehicles for use on snow and ice and normal equipment to transport the same on the highway.

- (279) Residential Homes for Mentally or Physically Handicapped Persons. A state licensed residential facility constructed for the purpose of providing resident services with twenty-four (24) hour supervision or care for more than six (6) mentally or physically handicapped persons.
- (2830) School. A building used for the purpose of elementary or secondary education, which meets all requirements of the compulsory education laws of the State of Michigan, and not providing residential accommodations.
- (2931) School, Nursery. A public or private school or kindergarten wherein day care or day care and education are provided for five (5) or more children aged five (5) years and under.
- (302) School, Private. A building used for the purpose of elementary or secondary education and having a curriculum essentially the same as ordinarily given in a public school.
- (33) Short Term Rentals. A lodging use, other than a hotel or motel, in which a residence or a dwelling unit, or any portion thereof, is offered for rent by the owner or operator to a non-family member on a transient basis for a period not to exceed 30 days in any calendar year. This definition does not include the use of a residence or dwelling as transitional housing operated by a non-profit entity, group homes such as nursing homes and adult foster care homes, or housing provided by a substance-abuse rehabilitation clinic, mental-health facility, or other health-care related clinic.
- (314) Sign. See Definitions set forth in Section 18.50A of this ordinance.
- (325) Site Plan. An accurate plan prepared by the applicant for evaluation by the Planning Commission and/or the City Council. The site plan shall be drawn to scale and shall contain the following:
- (a) Site dimensions including road right-of-way and building setback lines.
 - (b) Public or private easements, protective walls (existing and/or proposed) and existing trees.
 - (c) Any significant topographic features (existing and proposed).
 - (d) Relationship of ingress and egress to thoroughfares, showing traffic patterns into the site from the same including ultimate pavement width, deceleration lanes and the like.
 - (e) On-site traffic circulation, parking areas (including size of parking bays, aisles, lighting materials, surface materials, and striping of parking lots surface to delineate parking bays).

- (f) All landscape treatment of the site, including the labeling of all materials as to type and size, when installed.
- (g) Spatial relationship of buildings on the site including any covered pedestrian walkways.
- (h) The location of signs (existing and/or proposed), and an indication of their size, height and design pursuant to Sections 18.50D and 18.50F of this ordinance.
- (i) Any other information the applicant, Planning Commission and/or City Council deems necessary to properly evaluate the proposed development.

| (336) Sound Level. Sound level, in decibels, is defined as the reading of a sound level meter which conforms to the latest Standards of the American Standards Association for Sound Level Meters. The decibel reading shall be based on 70 DB weighing network and shall be the average of five (5) readings taken at intervals approximately five (5) feet apart, at a height of five (5) feet above the established grade.

| (347) Temporary Heliport. Any heliport used on a one-time or temporary basis which is limited to a maximum of ten (10) operations per day for not longer than thirty (30) consecutive days.

Section 2. 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 3. 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.

**AN ORDINANCE AMENDING SECTION 4.02 OF
ARTICLE IV OF ORDINANCE NO. 543, AS
AMENDED, KNOWN AND CITED AS “THE CITY OF
LIVONIA ZONING ORDINANCE”**

THE CITY OF LIVONIA ORDAINS:

Section 1. Section 4.02 of Article IV of Ordinance No. 543, as amended, is hereby amended to add Subsection (i) to state as follows:

Section 4.02 Permitted Uses. In all R-1 through R-5 Districts, no building or land, except as otherwise provided for in this ordinance, shall be erected or used except for one or more of the following specified uses:

- (i) Limited short term rental dwelling use. A limited short term rental does not need to be licensed or inspected in accordance with Chapter 5.42 of the Livonia Code of Ordinances. However, the owner or operator shall maintain a verified register containing the name, address and telephone number of all guests or tenants which shall be available for inspection upon request by the Livonia police and fire departments.
- (j) Long term rental dwelling use. Long term rentals shall comply with the rental registry, licensing, inspection and other requirements under Chapter 5.42 of the Livonia Code of Ordinances and shall not conduct operations until such license has been obtained pursuant to that chapter. The rental establishment shall submit to annual inspections by the Building and Fire Departments. Renewal of a business license shall be contingent upon compliance with applicable codes, as verified by such inspectors.
- (k) Short term rental dwelling use provided that:
 - (1) Such establishments shall be run by persons who own and occupy the premises for residential purposes.
 - (2) No garage shall be used for short term rental sleeping rooms.
 - (3) The dwelling to be used as a short term rental establishment shall have at least two (2) usable exits.

- (4) No accessory buildings shall be used for short term rental sleeping rooms unless they were originally constructed to accommodate housing use.
- (5) Such establishments shall comply with all applicable local, county, state and federal ordinances, laws, rules, regulations and codes.
- (6) No guest shall occupy the residence for more than thirty (30) calendar days in any calendar year.
- (7) No more than two (2) occupants per bedroom shall be allowed.
- (8) There shall be no cooking by any guest in any room of the short term rental property other than in the kitchen.
- (9) Lavatory and bathing facilities shall be available for all guests utilizing the short term rental establishment.
- (10) A fire escape plan shall be developed and graphically displayed in each guest room. A smoke detector in proper working order shall be placed in every sleeping room and a fire extinguisher in proper working order shall be placed on every floor. The site shall be reviewed by the Fire Marshall pursuant to the standards contained in the Fire Prevention Code as to the necessity for fire lanes.
- (11) The short-term rental establishment shall comply with the rental registry, licensing, inspection and other requirements under Chapter 5.42 of the Livonia Code of Ordinances and shall not conduct operations until such license has been obtained pursuant to that chapter. The rental establishment shall submit to annual inspections by the Building and Fire Departments. Renewal of a business license shall be contingent upon compliance with applicable codes, as verified by such inspectors.

Section 2. 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 3. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.

Regular Meeting Minutes of February 24, 2020

February 24, 2020

ZONING ORD NO. 543

Petition 2019-06-06-01
(Planning)
Communication from
Travis Greer was
received and placed on
file.

A communication received from Travis Greer, GMAR Director of REALTOR and Community Affairs regarding GMAR's Recommendation on Short-Term Rental Regulation, was received and placed on file for the information of the Council.

President McIntyre, as Chair of the Committee of the Whole, reported out on the meeting of Monday, February 5, 2020.

- a. Petition 2019-06-06-01 submitted by the City Planning Commission pursuant to Council Resolution 163-19 and Section 23.01(a) of Zoning Ordinance No. 543, as amended, proposing to amend Subsection 2 of Section 2.10, (definition of Bed and Breakfast Establishment") of Article II, to include residences marketed and offered for rent online by platforms such as "Airbnb", "VRBO", "HomeAway" or other similar websites. (CR 345-19 and CR 30-19)

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

ZONING ORD NO. 543

Petition 2019-06-06-01
(Planning Commission)
Request to amend
subsection 2 of Section
2.10, (definition of "Bed and
Breakfast Establishment") of
Article II, to include
residences marketed and
offered for rent online by
platforms such as "Airbnb",
"VRBO", "HomeAway" or
other similar websites.
(CR 346-19, CR 163-19 and
CR 30-29.
(To remain in Committee)

#67-20 RESOLVED, that having considered the report and recommendation of the Committee of the Whole, dated February 5, 2020, submitted pursuant to Council Resolution Nos. 345-19 and 30-19, and further having considered a communication from Travis Greer, GMAR Director of REALTOR® and Community Affairs regarding GMAR's Recommendation on Short-Term Rental Regulation, with regard to Petition 2019-06-06-01, submitted by the City Planning Commission, pursuant to Council Resolution 163-19 and Section 23.01(a) of Zoning Ordinance No. 543, as amended, proposing to amend Subsection 2 of Section 2.10, (definition of "Bed and Breakfast Establishment") of Article II, to include residences marketed and offered for rent online by platforms such as "Airbnb", "VRBO", "HomeAway" or other similar websites, the Council does hereby refer this matter to the Department of Law to 1) prepare an amendment to the Livonia Code of Ordinances to include short term rentals aggregating more than twelve (12) days per calendar year in the existing provisions of Chapter 42 of Title 5, pertaining to rental dwellings, and to require a verified log of guests occupying each short term rental; 2) prepare an amendment to the Zoning Ordinance excluding short term rentals from regulations pertaining to bed and breakfast establishments in the existing provisions of Article IV, Section 4.03(G) of Ordinance #543, as amended, and referring the reader to the regulations in Chapter 42 of Title 5 described above, and 3) recommend possible

Regular Meeting Minutes of February 24, 2020

Ordinance Amendments dealing with nuisance claims regarding short term rentals.

This Item will remain in Committee.

UNFINISHED BUSINESS AGENDA ITEMS (Regular Meeting of February 24, 2020)

Motion by: *White*

Seconded by: *McCullough*

ROLL CALL:

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

Nays: *None*

Absent: *None*

February 24, 2020

COMMITTEE OF THE WHOLE

February 5, 2020

A Committee of the Whole meeting was held on Wednesday, February 5, 2020 in the Second-Floor City Council Chambers, Livonia City Hall, 33000 Civic Center Drive, Livonia, MI 48154.

Committee Members Present:

Council President Kathleen McIntyre
Council Vice President Scott Bahr
Councilmember Rob Donovic
Councilmember Jim Jolly
Councilmember Brandon McCullough

Committee Members Absent:

Councilmember Laura Toy
Councilmember Cathy White

**City Officials and
Others Present:**

City Attorney Paul Bernier
Assistant City Attorney Leo Neville
Planning & Econ. Dev. Director Mark Taormina
Michael Conroy, Resident
Elaine Yates, Resident
Chester "Skip" & Susan E. Nairne, Resident
Dolores D. & Lawrence W. Gorman, Resident
Travis Greet, GMAR
James Cristbrook, GMAR
Valerie Winiesdorffer, Resident
Michael Somerville, Resident
Keith Lussenden, Redford Twp. Resident
Craig Baldwin, Resident

See attached Sign-in Sheet.

The meeting convened at 7:01 p.m.

- 
1. **CR 346-19** RESOLVED, that having considered a communication from the City Planning Commission, dated August 28, 2019, which transmits its resolution #08-75-2019, adopted on August 27, 2019, with regard to Petition 2019-06-06-01, submitted by the City Planning Commission, pursuant to Council Resolution 163-19 and Section 23.01(a) of Zoning Ordinance No. 543, as amended, proposing to amend Subsection 2 of Section 2.10, (definition of "Bed and Breakfast Establishment") of Article II, to include residences marketed and offered for rent online by platforms such as "Airbnb", "VRBO", "HomeAway" or other similar websites, and the Council having conducted a public hearing with regard to this matter on Wednesday, October 2, 2019, the Council does hereby refer this item to the committee for its report and recommendation. **ALONG WITH CR 30-19** The subject matter of appropriate regulations and ordinances in connection with short term housing rentals to the committee for its report and recommendation (Airbnb)

The Law Departments gave a summary of the issue, neighbors' concerns, and what resolutions are before the council, Law also reviewed the Zoning Ordinances and Code of Ordinances that apply. Law had previously taken the position that any Airbnbs, VRBO, etc. were regulated under Livonia's current Bed & Breakfast Code of Ordinances, including all of the requirements that apply to Bed & Breakfasts. Bed & Breakfasts are a waiver use under Livonia's Code of Ordinances.

Under any of the three (3) resolutions before council, anyone who wished to offer his/her property as an Airbnb, VRBO, etc., rental would be required to obtain approval by Planning Commission and City Council, obtain a license from the city and be subject to annual inspections.

Discussion took place on the following items:

- Differences between ordinances for short term . long-term rentals
- What conditions could the city require of Airbnbs, VRBO, etc. under Livonia's short-term rental regulations

Greater Metropolitan Association of Realtors (GMAR) indicated that there are < 12 Airbnb, VRBO properties in Livonia and provided suggestions relating to :

- Code of Ordinances for Airbnb, VRBO regulation
- Short-term rentals being regulated the same as any rental (long-term or short-term).

Residents spoke with council, and among council and city administration on the following issues:

- Nuisances
- Cited changes other Michigan communities have made regarding short-term rentals and issues of micro-hotels in neighborhoods
- Benefits of treating short-term rentals under Livonia's existing rental ordinances
- Whether existing Bed & Breakfast ordinances should be abolished
- Whether the issue should go back to Planning Commission

- Benefits of treating short-term rentals under Livonia's existing rental ordinances
- Whether existing Bed & Breakfast ordinances should be abolished
- Whether the issue should go back to Planning Commission

One councilmember suggested a resolution that would apply to any homeowner who rented his/her house or any portion thereof for

- > 12 days a year would be subject to existing rental ordinances, but exclude Bed and Breakfast establishments (keep them under same zoning ordinances as they are presently).
- Councilmember also that the city Review its nuisance ordinance to ensure that it covers issues that some neighbors have experienced with adjacent Airbnbs.
- Addition discussion about pros and cons of treating short-term and long-term rentals
- Question was asked why commercial businesses related to short-term rentals are allowed but other commercial businesses are not allowed in residential areas
- Additional concerns were raised regarding the need to know who is staying at Airbnbs and check-in times. Residents expressed confidence that council and the administration will find the appropriate way to regulate these types of lodging.

The Committee recommends:

- Adoption of a resolution referring item to the Law Department to draft changes to Zoning and Code of Ordinances regarding:
 - Rentals
 - Zoning
 - Nuisance

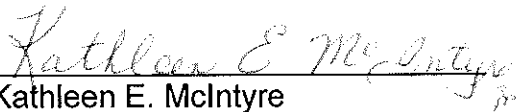
AND

- Council recommends this item to remain in committee

This item is to be placed on the **Regular Meeting Agenda of February 24, 2020**

The meeting adjourned at 9:05 p.m.

Respectfully submitted,


 Kathleen E. McIntyre
 Council President

cc: City Attorney, City Clerk

Attachment - Sign-In Sheets

PLEASE RECORD YOUR ATTENDANCE AT THIS MEETING

BY PRINTING YOUR NAME BELOW

MEETING: COMMITTEE OF THE WHOLE

DATE: WEDNESDAY, FEBRUARY 5, 2020

TIME: 7:00 PM

PLEASE PRINT NAME

ADDRESS

Michael D Conroy	18956 Flamingo - Livonia -
PAUL BERNIER	LAW
LPO Neville	LAW
Elaine Yates	18956 Flamingo Livonia ✓
Chester 'Skip' Naisne	18873 Flamingo Blvd
Susan E. Naisne	18873 Flamingo Blvd
Polores D. Gorman	19028 Flamingo Blvd
Lawrence W. Gorman	19028 Flamingo Blvd
Travis Greer	G MAR
James Cristbrook	G MAR
Valerie Winesdorffer	37782 Myrna St.
Michael Somerville	18890 Flamingo Blvd
KEITH LUSSENDEN	REDFORD TWP.
MARK TAPMINA	
Craig Balaban	Livonia 37935 Five mile



Michigan Association of Planning
A Chapter of the American Planning Association

April 29, 2019

Representative Jason Sheppard
Anderson House Office Bldg.
N-990 House Office Building
Lansing, MI 48933

Honorable Representative Sheppard,

I am writing to oppose HB 4046, which seeks to eliminate local government's ability to regulate short-term rentals (STRs). The Michigan Association of Planning, is a 501 c 3 nonprofit that serves professional planners and local elected and appointed officials. Communities across Michigan have been experiencing the impacts of short-term rentals (usually Airbnb and VRBO's) for several years. Short Term Rentals can have a huge and detrimental impact on the quality of life in a neighborhood, and local government should be able to address the issues locally.

Many municipalities, either in response to or in anticipation of the advent of STR's, have enacted regulations to address the impacts of STR's on their communities, in various ways. These attempts should not be undermined; this is a local control issue.

Airbnb's and VRBO's are appealing as a less expensive alternative to hotels, and can provide additional commercial accommodations in a community that may not have an adequate supply of commercial lodging opportunities. STR's can also supplement a homeowners income who can rent out a room in their owner occupied home.

However, if allowed to locate unchecked in residential neighborhoods, SRT's can have a deleterious effect on neighbors already living in the area. Residents have purchased homes in residential areas with an expectation of "quiet enjoyment" of their property. **Quiet enjoyment** is a legal term, and refers to the right to the undisturbed use and **enjoyment** of real property by a tenant or landowner. Single Family and low density zoning requirements have always prohibited commercial uses that diminish quiet enjoyment. Airbnb's ARE a commercial use (see legal defense in attached MAP Analysis).

Negative impacts and unanticipated consequences to consider with completely opening up the short-term rental industry include:

1. Eliminating local government's ability to regulate short term rentals undermines local control. Local control has been foundational to governance in Michigan.
2. Quality of life for neighbors near STR's can be deleteriously affected, especially if STR's are concentrated. Increased light, noise, trash, public safety, reduced water pressure and other impacts on residential properties must be considered and prevented.

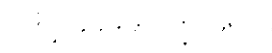
Michigan Association of Planning
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3. STR's can remove housing units from the market when many communities are facing big challenges with providing enough housing, particularly affordable housing. STR's can drive up the cost of housing for existing residents, and prevent new year round residents from moving in due to property value increases.
4. In addition, concentrations of airbnb's on single blocks in desirable tourist areas can completely change the environment of a residential neighborhood and replace tax paying, locally employed residents who contribute socially and economically to THEIR community with transient tourists. STR's can destroy the social and physical fabric of a neighborhood, and detract from the overall desirability of a communities stable neighborhoods.
5. Where rooms are individually rented, or worse 2 to 3 to a room, neighborhood on-street parking is impacted, and this is particularly relevant in denser cities and towns, but impacts our smaller towns too. The noise of slamming car doors late at night, and jovial tourists returning to STR's at all hours also adversely affects quality of life.
6. Property owners should be able to rent out rooms in their homes to supplement income, but when a neighborhood home or apartment complex shifts completely to STR, it becomes a commercial enterprise, which if located in a residential area, should be regulated.
7. Building code requirements that apply to multi-family or rental housing are sidestepped, creating health and safety issues.
8. Regulations should be made at the local level, and every municipality is different. Detroit would need a different set of standards than Traverse City or Adrien or Ann Arbor.
9. There is a risk of units effectively being used as illegal hotels. We have State fire, building and safety codes for hotels for good reason, and to at least some degree, they should be applied to STR's as well.

Certainly, a homeowner renting out a room in their owner occupied home would be within the spirit of a single family zoning use regulation. Renting a second home for seasonal tourism purposes, so long as the owner also spent personal recreational time at the home would also be within the spirit of what is traditionally allowable in a single-family district. But when a commercial interest purchases multiple homes with the explicit purpose of renting them on a short term basis, with an owner occupant never occupying the structure, it becomes a commercial use and should be regulated as such. We are eager to work and recommend the establishment of a work group to bring together stakeholders to identify solutions that allow for tourism and economic development while protecting our local communities, schools, and businesses.

Please add my comments and concerns into the official committee record.

Sincerely,


Andrea Brown, AICP
Executive Director, Michigan Association of Planning

CC: Angie Lake, Committee Clerk

Attachment: MAP Analysis of HB 4046



**Michigan Association of Planning
A Chapter of the American Planning Association**

**HB 4046, Substitute H-1, April 26, 2019
Analysis by the Michigan Association of Planning**

HB 4046 appears to be an attempt to establish two new property guarantees that would be applicable to dwellings in the Michigan Zoning Enabling Act (MZEA) in section 206B. First, that all dwellings may be rented, and second, that a sub-category of dwelling rental is recognized in state law for the first time as a short-term rental. Short-term rentals would be defined in HB 4046 as dwellings rented for terms of 28 days or less at a time.

Rental of a dwelling is proposed to be a residential use of property permitted in all residential zones, but the term “*dwelling*” is not defined in HB 4046, or elsewhere in the MZEA. In contrast, most local zoning ordinances define “*dwelling*” and the definitions are not at all consistent between jurisdictions, as the term is a fundamental one linked to many other local zoning regulations – especially those related to lot and building characteristics which vary dramatically between communities, because existing lot sizes and shapes, as well as dwelling and nonresidential building types, vary significantly. These differences may be for historical, or cultural, or other reasons. Plus, many local governments place short-term rentals into commercial zones, because of the commercial use of the property, and some local governments prohibit short-term rentals in traditional single-family zoning districts in order to protect the integrity of those zones. The language in this bill would upset these locally established regulatory schemes in many local governments, especially those in tourist areas.

The rental of a dwelling would not be permitted under HB 4046 to be “*subject to a special use or conditional use permit or procedure different from those required for other dwellings in the same zone.*” It is unclear whether this means that local governments could regulate rental of a dwelling for more than 28 days one way, and short-term dwellings a different way, as long as the regulations were consistent across each type (long- and short-term rental of dwellings). Presently many local governments regulate short-term rental of dwellings differently than long-term rental of dwellings (for more than 28 days), because while the building and land may look the same, the actual land uses are often very different, as is the degree of impacts on abutting residents and property owners, as explained further below:

HB 4046 declares that rental of a dwelling is “*not a commercial use of property.*” Most, if not all local governments in Michigan would agree with that statement when applied to long-term rentals because these rentals most commonly occur when homeowners are unable to sell a

home (e.g. in a "down market," or a "glutted market," or at a price necessary to protect their equity in it and they want to sit on it for a while in hopes the market price rises over time).

But that statement is patently false when applied to the short-term rental of a dwelling. Most local regulation of short-term rentals recognizes that short-term rentals are commercial uses of property, as has all the Michigan Court of Appeals decisions where that issue has been adjudicated. [11 appellate cases have looked at short-term rentals from a deed restriction, commercial use or single-family zoning perspective. The only decisions allowing short-term rentals in violation of local ordinances, are those where the rental began before local zoning was in place, and then because it was a prior nonconforming use. See summary of cases in August 2018 *Planning & Zoning News*, pages 7 & 8.] The Court of Appeals has consistently ruled that the short-term rental of property is a commercial use, because of the income it provides to the owner and the commercial characteristics of the use. The more often the property is rented for a short-term, the more commercial characteristics the use exhibits—particularly in places (like waterfront and scenic areas) where single family residences are rented back-to-back to groups much larger than the size of most single-family residences, and often in violation of local single-family definitions. In such situations, excessive parking, trash, noise and activity late into the night have become common occurrences, and problems for abutting property owners, which led to the use of local zoning to curb those excesses in the first place.

Sections 203-206 of the MZEA deal with land uses that have characteristics that may create nuisances depending on where they are located and how they are used, and for which the legislature has placed specific restrictions on local regulations of those land uses. Most of these land uses however, are subject to local special land use regulations under MCL 125.3504 also known as special use or conditional use regulations.

Section 2 of HB 4046 appears to allow local regulation of rental and owner-occupied regulations in five areas, but also suggests that such regulation of short-term rentals could not be different in each of these areas from regulations on long-term rentals or owner-occupied residences. As stated above, the short-term rental of property is a commercial use that often has different characteristics from long-term rental or owner-occupied dwellings, which is why short-term rentals are regulated differently locally. If the intent is to prohibit such local restrictions on short-term rentals, then this language needs to be much clearer, because in its present form it will only stimulate unnecessary litigation. But, the more logical revision is to clarify that such regulation can be differentiated between short- and long-term dwellings in local zoning.

The period of 28 days for a short-term rental is arbitrary, but not substantially different than in many local ordinances. On the other hand, it is the repeated rental to different parties for under 28 days at a time that creates the principal problems with short-term rentals, not the once in a year rental.

The Michigan Association of Planning believes HB 4046 is overreaching:

1. This bill is unnecessary. Local zoning and general police power ordinances already adequately enable local governments to regulate short-term rentals that recognize a need locally to do so (by no means do all local governments already regulate short-term rentals).
2. This bill is duplicative of other existing law. The right to rent residential (and all other) property for the long-term is probably well established in existing common law and property law, outside of zoning and there is no need to address this issue in the MZEA. There is also need to establish a guarantee in the MZEA to rent residential property for the short-term. How land may be used is a privilege that can be, and daily is, subject to local zoning to prevent harm on adjacent land owners from thoughtless and reckless use by owners or renters. This regulation occurs where the citizens of local governments urge their elected officials to enact such regulations. Such regulations are rarely enacted without substantial local debate, and are often modified over time to "*get it right*" by balancing a variety of interests in light of local circumstances. Whether or not to regulate and how, is a decision that should be left up to local regulation because one size does not fit all situations. HB 4046 attempts to create a one size fits all result.
3. This bill is contrary to existing Michigan Court of Appeals decisions. Declaring that short-term rentals are not a commercial use of land flies in the face of common sense, and existing case law. Such a declaration is a dangerous precedent for the Legislature to pursue.
4. This bill fails to protect the property interests of owners nearby short-term rentals. HB 4046 fails to adequately consider the negative impacts on and real property interests of existing nearby landowners, who are effectively being left unprotected if local governments cannot use conditional use or special use permits to regulate short-term rentals.
5. This bill would only prevent local governments from regulating short-term rentals under local zoning, and they would still be permitted to regulate them under general police power ordinances. Thus, to the degree there is inconsistency that is not appropriate under the existing local regulatory scheme – which has not been demonstrated, it would only be made worse by the enactment of HB 4046, as many local governments would quickly shift their regulatory approach to licensing, instead of land use regulation through zoning.
6. HB 4046 would give special rights to short-term rentals that are unfair, compared to other accommodation businesses. Short-term rentals are often not playing by the same rules as other accommodation businesses. They often do not pay state sales/use taxes and local visitor and convention bureau fees/use. They often are not required to abide by stricter building codes related to safe emergency fire access and egress, deck

standards, and waste disposal. They often do not effectively ensure 24/7 access to someone who is onsite or quickly available to handle any issues like noise, parking, garbage, late hours of partying that arise. A regular hotel, motel or other accommodation business has to conform with these regulations and provide these services and are at a price disadvantage to short-term rentals in private dwellings. Yet these businesses have been paying local taxes for years. How fair is it to put them at a further disadvantage, as HB 4046 would do?

There are amendments that could be made to make HB 4046 acceptable, but they would demonstrate why this is an issue that should be left up to local governments. For example:

- First, make it applicable only to short-term rentals.
- Second, indicate that if a local government chooses to regulate short-term rentals, each local government must indicate which districts they are permitted in (and those districts do not have to include all residential districts).
- Third, indicate that short-term rentals may be subject to special land use or conditional use permits, or procedures different from those required for other dwellings in the same or different zones.
- Fourth, state that short-term rentals are a commercial use of property.
- Fifth, state the provisions in Section 2, would be available for application to any short-term rental property.
- Sixth, that the local government must define what constitutes a short-term rental, and that it could not extend beyond terms of 28 or more days at a time.
- And seventh, that short-term rentals must ensure 24/7 access to someone to address issues that arise by short-term renters. This could be by means of a private firm or the owner being on-site or nearby. In short, establish that short-term rentals of land are lawful activities and could not be prohibited by a community, but could be locally regulated in ways that fairly balance the interests of existing residents, lodging businesses and transient renters.

As written the Michigan Association of Planning strongly opposed House Bill 4046, and recommends that the committee vote no.

There are many organizations and industries ready and willing to coalesce in a work group to develop a Short Term Rental approach that allows for this use while protecting residents and communities. We recommend that such a workgroup be convened.



Memorandum

Subject: GMAR Recommendation on Short-Term Rental Regulation

From: Travis Greer, GMAR Director of REALTOR® and Community Affairs

OVERVIEW

As the sharing economy grows, governments of all sizes have wrangled with appropriately regulating new economic activity whether it is ride-sharing, talent-sharing, or even couch/home surfing. REALTORS® from across the country have engaged with local, state, and federal governments to advocate for private property rights, home ownership, and residential use issues for over 100 years.

In our experience, how a municipality chooses to regulate short-term rental properties can be as simple or complex as the governing body wishes. Most often, there is not a systemic problem in the region that requires significant regulation. Instead, sometimes the simplest solution makes the most sense.

The following pages review Livonia's existing ordinances and identify an opportunity to address the City's concerns.

A REVIEW OF EXISTING LIVONIA ORDINANCES

Livonia's Code of Ordinances addresses rental uses through an existing rental registration, licensing law, and a very limited treatment in the zoning ordinance. Although the code does have a range of nuisance provisions and a noise control ordinance (Chapter 8.32) that could be used to address problems with either renters or owners, the City does not have the kind of broad nuisance regulations that many others do. Adopting such regulations may help stem broader quiet enjoyment issues of all property owners.

There is, however, an existing rental licensing ordinance in the business licensing article of the City's Code of Ordinances that, on its face, already applies to short-term rentals and might be adapted to a reasonable form of regulation directed specifically to short-term rentals.

RECOMMENDATION

Amend provisions within Title V of the Code of Ordinances, Chapter 5.42 governing hotels, motor courts, lodging houses, rooming houses, one-family rental dwellings, two-family rental dwellings, and multiple-family rental dwellings. By clarifying the scope of Chapter 5.42, all short-term rental properties would be subject to the existing rental licensing ordinance.



On paper at least, the rental licensing requirements are fairly strenuous. Even if they are not applied rigorously to long-term rentals, there is certainly the possibility that they could be applied to short-term rentals.

As it stands, Chapter 5.42 applies to any dwelling, in whole or in part, which is "let for occupancy to persons pursuant to any oral or written lease agreement or other valuable compensation, or to any occupant therein." (5.42.007) The chapter defines "dwelling unit" and "family," as well as definitions of "one-family rental dwelling," "multiple-family rental dwelling," and "rental unit" in terms which would apply to a short-term rental. (5.42.010) None of the definitions distinguish the length of the rental period (except for "motor courts" and hotels, which are defined in a way that they would not reasonably apply to short-term rentals).

Likewise, the rental registry applies regardless of length of the rental term, 5.42.015, as does the requirement for a license, payment of a fee, license term of one year, and requirement of inspections by the health department, Bureau of Inspection, fire department, and police department, and includes the determination "whether or not the applicant is a person of good moral character." (5.42.060)

The City may not already apply these rules to short-term rentals, at least in part because the inspection provisions, 5.42.065, are tied to the time that a dwelling is "converted to a rental dwelling." Vacation rentals or other uses that are not solely short-term rentals may not be considered "converted to a rental dwelling."

GMAR's Legal Counsel has drafted language that would amend Chapter 5.42's Scope to include clarifying language that a dwelling that is not fully converted to a rental unit is subject to the rental ordinance. GMAR's draft provision also includes additional language that would not subject most post-closing occupancy lease agreements in the exchange of real property.

Please see the proposed language below and the enclosed rental ordinance in its entirety.

CHAPTER 5.42. – Hotels, Motor Courts, Lodging Houses, Rooming Houses, One-Family Rental Dwellings, Two-Family Rental Dwellings and Multiple-Family Rental Dwellings

5.42.007 - Scope. (a) This chapter shall apply to any dwelling, in whole or in part, which is let for occupancy by persons pursuant to any oral or written rental or lease agreement or other valuable compensation, or to any occupant therein. A DWELLING UNIT THAT IS NOT CONVERTED TO A RENTAL DWELLING BUT IS RENTED FOR MORE THAN X DAYS IN A CALENDAR YEAR SHALL BE SUBJECT TO REGISTRY, LICENSING AND INSPECTION PROVISIONS OF THIS CHAPTER. THIS CHAPTER SHALL NOT APPLY TO THE SALE OF ANY ONE- OR TWO-FAMILY DWELLING INTENDED FOR OCCUPANCY BY THE OWNER WHICH ARE TO BE OCCUPIED BY THE SELLER FOR A PERIOD OF LESS THAN 90 DAYS FOLLOWING CLOSING.



CHAPTER 5.42. - HOTELS, MOTOR COURTS, LODGINGHOUSES, ROOMINGHOUSES, ONE-FAMILY RENTAL DWELLINGS, TWO-FAMILY RENTAL DWELLINGS AND MULTIPLE-FAMILY RENTAL DWELLINGS

5.42.005 - Purpose.

The city finds that there are rental dwellings in the city which have become deteriorated to the extent that they no longer provide safe, secure and sanitary living quarters. The city also finds that the elimination and prevention of the conditions such as those outlined in this chapter are necessary and in the best interest of the city and its citizens. The city recognizes a compelling interest in establishing standards for the maintenance and occupancy of sanitary and safe rental dwellings within the city. Such standards are an important factor supportive of the general health, safety and welfare of all of its citizens. This chapter is designed to promote the continuing maintenance of quality and safe rental dwellings, and to maintain and enhance property values. To accomplish these goals, it is the intention of the city to exercise its full powers to protect the public health, safety and welfare, whether the powers exercised are derived from the constitution, state law or the city Charter.

(Ord. 2847, § 1, 2013)

5.42.007 - Scope.

- (a) This chapter shall apply to any dwelling, in whole or in part, which is let for occupancy by persons pursuant to any oral or written rental or lease agreement or other valuable compensation, or to any occupant therein. A DWELLING UNIT THAT IS NOT CONVERTED TO A RENTAL DWELLING BUT IS RENTED FOR MORE THAN X DAYS IN A CALENDAR YEAR SHALL BE SUBJECT TO REGISTRY, LICENSING AND INSPECTION PROVISIONS OF THIS CHAPTER. THIS CHAPTER SHALL NOT APPLY TO THE SALE OF ANY ONE- OR TWO-FAMILY DWELLING INTENDED FOR OCCUPANCY BY THE OWNER WHICH ARE TO BE OCCUPIED BY THE SELLER FOR A PERIOD OF LESS THAN 90 DAYS FOLLOWING CLOSING.
- (b) This chapter shall be governed by the applicable codes currently adopted by the city, including definitions and applicable terms, and other city ordinances.
- (c) This chapter does not apply to jails, hospitals, skilled care facilities, schools, assisted living facilities, retirement homes or foster care homes.
- (d) This chapter shall apply to the inspection of hotels and motels as permitted under applicable codes.
- (e) Compliance with the requirements imposed by this chapter shall not excuse compliance with other applicable laws, ordinances, rules or regulations and compliance with other applicable laws, ordinances, rules and regulations shall not excuse compliance with this chapter.

(Ord. 2847, § 1, 2013)

5.42.010 - Definitions.

The following words and phrases, when used in this chapter shall, for the purpose of this chapter, have the meanings respectively ascribed to them in this section, as follows:

- A. *"Agent"* means any person authorized by the owner who has charge, care or control of a rental dwelling or rental unit which is let or offered for occupancy. The owner must officially notify the city of any agent authorized to act on his behalf. The owner may authorize a tenant to act as agent for a rental dwelling or rental unit.
- B. *"Applicable codes"* mean the current fire prevention, building and property maintenance codes adopted by the city, including definitions and applicable terms, and other city ordinances.
- C. *"Dwelling unit"* means a single unit providing complete independent living facilities for one (1) or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. This shall include

any area within the building that contains mechanical equipment for the rental unit, hallways or other spaces that serve the rental unit, and the premises of the rental dwelling.

- D. *"Family"* means any number of persons living together in a single dwelling unit comprising a single housekeeping unit and related by blood, marriage, adoption, or any unrelated person who resides therein as though a member of the family and including the domestic employees thereof, or a group of not more than five (5) unrelated individuals living together as a single housekeeping unit.
- E. *"Hotel"* means a building or part thereof occupied as the more or less temporary abiding place of individuals, in which the rooms are rented or leased singly for hire, and in which rooms no provision for cooking is made, and in which building there is a general kitchen and dining room for the accommodation of the occupants.
- F. *"Lodginghouse"* means a building or part thereof, other than a hotel, where lodgings are provided for hire more or less transiently without provisions for meals.
- G. *"Motor court"* means any establishment in which individual cabins, courts or similar structures or units are let or rented to transients for periods of less than one (1) month. The term "motor court" includes tourist cabins and motels.
- H. *"Multiple-family rental dwelling"* means a building containing three (3) or more dwelling units arranged either side by side and/or one (1) above the other, each unit occupied as a single housekeeping unit by a single-family or functional family.
- I. *"One-family rental dwelling"* means a building containing one (1) dwelling unit promised and/or leased to a single family not occupied by the owner.
- J. *"Rental unit"* means a single housekeeping unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.
- K. *"Roominghouse"* means any building occupied as a home or family unit where a certain room or rooms, in excess of those used by members of the immediate family, are leased or rented to one (1) or more persons and occupied by four (4) or more persons not members of the family. The term "roominghouse" also includes tourist homes, bed and breakfast establishments, and tourist accommodations other than motor courts.
- L. *"Two-family rental dwelling"* means a building containing two (2) dwelling units promised and/or leased to two (2) separate families, respectively, with at least one (1) unit not occupied by the owner.

(Ord. 2847, § 1, 2013)

5.42.015 - Rental registry.

- (a) A registry of owners and premises shall be maintained by the city of Livonia. Owners shall provide to the city in writing the information described in this section for the purpose of establishing and maintaining a rental registry. The city shall maintain a registry of all rental dwellings and rental units, upon such form as may be prescribed by the building official containing, at a minimum, the following information:
 - (1) Rental dwelling and rental unit address;
 - (2) Rental dwelling parcel number;
 - (3) Number and type of rental units in the rental dwelling;
 - (4) Name and address of the owner. In a case in which the owner is a corporation, limited liability company, or partnership, or other entity, the owner shall identify the president, chief executive officer, managing member, managing partner, or general manager of the entity.
 - (5) Name and address of the agent designated by the owner;
 - (6) Address and telephone number of the owner and/or agent responsible to accept notices and calls from the city. A local agent for every rental unit is required if an owner does not reside in Wayne County or any

adjoining county. The owner is required to notify the city of the identity and contact information of the designated agent.

- (b) It is a violation of this chapter for an owner to provide inaccurate information for the rental registry or fail to provide information required by the city for the rental registry.
- (c) Upon adoption of this ordinance, owners shall comply with the following rental registry requirements:
 - (1) All existing rental dwellings, including those currently not registered with the city, shall register within ninety (90) days of this chapter.
 - (2) All newly constructed rental dwellings shall register and receive a certificate of compliance prior to any use or occupancy as a rental dwelling.
 - (3) All existing non-rental structures which are converted to rental dwellings shall register and receive a certificate of compliance prior to any use of occupancy as a rental dwelling.
 - (4) Any change in the information required by this section shall be communicated in writing to the city Inspection Department within 30 days of the change.
- (d) Subsequent to the registration of a rental dwelling, the building official shall schedule an initial compliance inspection as outlined in this chapter.

(Ord. 2847, § 1, 2013)

5.42.020 - License—Required.

No person shall lease, rent, use, operate or occupy or cause to be leased, rented, used, operated or occupied, any building, structure, premises, or part thereof within the city as a one-family rental dwelling, two-family rental dwelling, multiple-family rental dwelling, hotel, lodginghouse, roominghouse or motor court, or any combination thereof, unless there is in his or her possession and posted on such building, structure or premises, in a conspicuous place, an unrevoked license of current issue as provided in this chapter.

(Ord. 2847, § 1, 2013)

5.42.030 - License—Application—Contents required.

Application for such license shall be made in writing to the city clerk, upon a form provided for that purpose, and shall be filed with the clerk. Such application shall include:

- A. The applicant's name and address;
- B. His interests in the building and the location thereof;
- C. The name and address of the owner of record of the building and premises;
- D. If applicant is a partnership, the names and addresses of the partners;
- E. If applicant is a corporation, the names and addresses of the officers thereof;
- F. A list of the rooms, suites or beds therein indicating the size of such rooms, number of beds in each room, sanitary facilities, and the maximum number of persons to whom it is desired to rent said premises when rented at full occupancy;
- G. The names, ages and relationship of all persons occupying the building as members of the family and description of the accommodations available for such family occupancy; and
- H. Such other information as may be required by the regulations authorized in Section 5.42.120 of this chapter.

(Ord. 2847, § 1, 2013)

5.42.040 - License—Fee payment.

Each application for license shall be accompanied by the fee prescribed by Section 5.03.170 of this Code. Such fees shall be paid to the city treasurer and shall become a part of the general fund of the city. A license shall not be issued for rental dwellings with outstanding bills or liabilities to the city, including all fees as required by this chapter.

(Ord. 2847, § 1, 2013)

5.42.050 - License—Expiration date.

All licenses issued under this chapter shall expire one (1) year from the date of issuance, unless sooner revoked or suspended.

(Ord. 2847, § 1, 2013)

5.42.060 - License—Application—Investigation and report requirements.

Upon receipt of an application in proper form, the city clerk shall refer the same to the health department, the bureau of inspection, the fire department and the police department, each of whom shall make an inspection and investigation, together with a written report and recommendation. The object of such investigation and inspection is to determine whether or not the building and premises are properly located, constructed and equipped for the purpose for which it is desired to license the same, whether or not the applicant is a person of good moral character, and any other facts and circumstances which may be required under the provisions of this chapter and the regulations authorized herein.

(Ord. 2847, § 1, 2013)

5.42.065 - License inspection.

- (a) Initial license inspections shall be scheduled by the city officials subsequent to the registration of a rental dwelling as follows:
- (1) All newly constructed rental dwellings and rental units shall be scheduled for an initial license inspection at the time the building is scheduled for a final inspection to obtain a certificate of occupancy as required under the building code.
 - (2) All existing non-rental structures which are converted to rental dwellings and rental units shall be scheduled by the owner or manager for an initial license inspection within thirty (30) days of the date that structure is converted to a rental dwelling.
 - (3) All multiple family rental dwellings and rental units that were not registered with the city prior to the adoption of this chapter shall be scheduled for an initial compliance inspection within sixty (60) days of submitting the rental registry information. The building official may inspect only a portion of the rental units in a multiple family rental dwelling with more than two rental units in order to issue a certificate of compliance, at the discretion of the building official. A fee will be assessed only for those rental units that are inspected.
 - (4) All single-family rental dwellings that have not been registered with the city shall be scheduled for an initial compliance inspection within thirty (30) days of the date that structure is converted to a rental dwelling.
- (b) Periodic compliance inspections shall be scheduled by the building official for registered rental dwellings and rental units prior to the expiration of the existing license as outlined in this chapter. Failure of the building official to conduct a periodic compliance inspection prior to the expiration of a certificate of compliance, which failure is not due to any actions of the owner, agent or tenant, shall result in the owner or agent being permitted to let for occupancy the rental dwellings and rental units until the building official has conducted an inspection.
- (c) Non-periodic compliance inspections will be scheduled as soon as practical by the building official:

- (1) Upon receipt of a complaint from an owner, agent, occupant or citizen who would have occasion to be aware that the rental dwelling or rental unit is in violation of this chapter.
 - (2) Upon receipt of a report or a referral from any city department, public or private school or other public agency.
 - (3) Upon receipt of knowledge that a rental dwelling is not registered with the city as required by this chapter.
- (d) No person shall cause a compliance inspection to be made for the sole purpose of harassing any individual, corporation, or governmental agency when a violation is not present.
- (e) If the building official is unable to schedule an inspection due to the owners action, failure to act, or refusal to permit an inspection after reasonable notice of the intent to inspect, the owner shall not rent the rental dwelling or rental unit and, if occupants are utilizing the rental dwelling or rental unit, the building official may require vacation of the rental dwelling or rental unit.
- (f) Reasonable entry and access to rental dwellings and rental units shall be granted to building officials as follows:
- (1) The building official is authorized entry and access to a rental dwelling or rental unit at reasonable times to inspect to ensure compliance with the terms of this chapter.
 - (i) If entry or access is not made available by the owner, the building official is authorized to revoke the existing license, pursue administrative warrants or pursue other recourse as provided by law.
 - (ii) If entry or access is not made available by the tenant, the building official is authorized to pursue administrative warrants or pursue other recourse as provided by law. In the case of an emergency, including, but not limited to, fire, flood, or other threat of serious injury or death, the owner may enter at any time.
 - (2) The owner, agent or tenant, if requested by the Inspection Department, must accompany the building official and allow full entry and access to the rental dwelling and rental unit.
- (g) If a rental dwelling or rental unit should fail a compliance inspection, a subsequent re-inspection will be required with an additional fee.
- (1) In the event an inspection discloses that a rental dwelling or rental unit is not in compliance with the applicable codes, the building official will establish a record of the requirements that must be undertaken by the owner, and in what timeframe, in order to schedule a re-inspection. A license will be issued or confirmed only when those requirements have been met.
 - (2) In the event an inspection discloses that a rental dwelling or rental unit is not in compliance with applicable codes and the rental dwelling or rental unit is occupied, the building official will indicate whether the conditions are such that the rental dwelling or rental unit must be vacated, or whether steps to bring the rental dwelling or rental unit into compliance with applicable codes may continue while the rental dwelling or rental unit continues to be occupied.
 - (3) The city may revoke a license if a rental dwelling or rental unit fails any inspection.
- (h) If the owner of the premises shall neglect, fail or refuse to comply with any notice from the city or the city Building Inspection Department to correct a violation relating to maintenance and repair of the premises under any code within the period of time stated in such notice, the city may cause the violation to be corrected. There shall be imposed upon the owner a charge of the actual costs involved, plus ten percent (10%) of said costs for each time the city shall cause a violation to be corrected; and the owner of the premises shall be billed after same has been completed. Any such bill which remains unpaid and outstanding after the time specified therein for payment shall be grounds for the imposition of a lien upon the premises as provided by law. Such a lien may be reduced to judgment and enforced and collected as provided by law, together with interest at the legal rate and court costs. The remedies provided by this paragraph are not exclusive and the city and its Building Inspection Department may invoke such other remedies available under this chapter or other applicable codes, ordinances or statutes, including where appropriate, condemnation proceedings or declaration of premises as unfit for habitation; or suspension, revocation, or non-renewal of the License issued hereunder.

(Ord. 2847, § 1, 2013)

5.42.070 - License—Issuance conditions.

Upon the filing with the city clerk of a proper application together with the required fee, and upon the filing with the clerk of written reports from the health department, bureau of inspection, the fire department and the police department recommending the issuance of such license, the city clerk is authorized to issue to the applicant in the name of the city a license subject to the provisions of this chapter and the regulations authorized herein.

(Ord. 2847, § 1, 2013)

5.42.080 - License—Refusal, suspension or revocation—Grounds—Notice required.

- A. Any license requested under this chapter may be refused by the city clerk, and any license issued under the provisions of this chapter may be revoked or suspended by the mayor or city clerk at any time, for any of the following causes:
1. Fraud or misrepresentation in the application for license;
 2. Fraud or misrepresentation in the operation of the licensee's business;
 3. Any violation of this chapter or of the regulations authorized herein;
 4. Any violation of any of the ordinances of the city;
 5. Any violation of any of the laws of the United States and this state;
 6. Conducting a business in an unlawful manner or in such manner as to constitute a breach of the peace or a menace to the health, morals, safety or welfare of the public; or
 7. Any failure or inability on the part of the applicant to meet and satisfy the requirements and provisions of this chapter and the regulations authorized herein.
- B. Written notice of refusal, revocation or suspension, stating the cause or causes therefor, shall be delivered to the applicant or licensee personally, or mailed to the address stated in the application.
- C. A license, revoked for cause, will render the rental dwelling or rental unit unfit for human habitation. A license will be reinstated when a rental dwelling or rental unit is brought into compliance with applicable codes.

(Ord. 2847, § 1, 2013)

5.42.090 - License—Refusal, suspension or revocation—Appeal procedure.

Any person whose license is revoked or suspended or any person whose request for a license is refused shall have a right to a hearing before the council, provided a written request therefor is filed with the city clerk within ten (10) days following the delivery or mailing of notice of revocation or suspension, or within ten (10) days following such refusal. The council shall have the right to affirm and sustain any refusal to issue a license, or any revocation or suspension of a license, and the council may grant or reinstate any license.

(Ord. 2847, § 1, 2013)

5.42.100 - License—Form and contents.

Each license shall contain the name and address of the licensee and a brief description of the premises for which the license was issued, including the type of accommodation, maximum number of rooms or units which may be rented, maximum number of persons permitted to occupy such premises at any one (1) time, and such other information as may be required by the regulations authorized in this chapter.

(Ord. 2847, § 1, 2013)

5.42.110 - License—Display required.

Each license shall be posted in a conspicuous place on the premises for which issued, in accordance with the regulations of the police department.

(Ord. 2847, § 1, 2013)

5.42.120 - License—Transfer prohibited.

No license issued under this chapter shall be transferred or assigned.

(Ord. 2847, § 1, 2013)

5.42.130 - Rules and regulations generally.

The department of health, bureau of inspection, fire department and police department are authorized to make such rules and regulations as may be necessary to carry out the provisions of this chapter, copies of which shall be available for distribution to all interested persons.

(Ord. 2847, § 1, 2013)

5.42.140 - Health requirements.

Licensed premises shall at all times be occupied, kept and maintained in accordance with the applicable provisions of the building and housing ordinances and regulations of the city, and the state housing law. Where under the terms of any rental agreement it is the duty of any licensee to furnish linens, such licensee shall provide all beds with regulation sheets and pillowcases, the same to be laundered at least once each week; provided, that each new guest or patron shall be furnished with clean sheets and pillowcases. Where towels are provided, the same shall be individual towels furnished clean to each guest or patron and laundered at least once a week, and no common towels shall be permitted. Any licensee, having notice or knowledge that the licensed premises contain any vermin, shall within forty-eight (48) hours report the same to the board of health, and shall cause the same to be exterminated by such means as shall be approved by the board of health within five (5) days from the date upon which licensee first had notice or knowledge of the existence of the same. Where food is served to guests in any premises, the licensee shall be subject to and shall fully comply with all provisions of Ordinance No. 9 set out at Chapter 8.16 of this Code, except that bed and breakfast establishments shall only be subject to the provisions contained in Sections 8.16.010 through 8.16.030 and Sections 8.16.130 through 8.16.360 of this Code.

(Ord. 2847, § 1, 2013)

5.42.150 - Record of occupants required.

Every licensee shall maintain a record in which shall be entered the name, date(s) of occupancy, number or other identification of the portion of the premises occupied, and home address of any occupant, other than occupants listed, pursuant to Section 5.42.030 of this Code, in the application for license. The record shall also show the make and license number of any motor vehicle owned or used by each occupant. The record shall be submitted upon demand to any official or police officer of the city or to any police officer of the state. The same shall constitute a public record. It shall be a violation of this chapter for any person to enter in such record or to give for the purpose of being entered in such record any false information. Knowing or having reasonable cause to believe such information to be false, the licensee or his employee shall notify the police department of such fact, and failure to do so shall be grounds for revocation of his license. This section shall not apply to one-family rental dwellings, two-family rental dwellings, or multiple-family rental dwellings.

(Ord. 2847, § 1, 2013)

5.42.160 - Rental restrictions.

No room or unit of premises licensed under the provisions of this chapter shall be rented or let for a period of less than twenty-four (24) hours, nor shall any such room or unit be rented or let to more than one (1) tenant for each twenty-four-hour period. The right to occupy any such room or unit shall not be assigned, transferred or sublet. No licensee shall approve, suffer or permit the assignment, transfer or subletting of any such room or unit. No such room or unit shall be used for gambling, immoral purposes or any other unlawful act. No person shall occupy or use as a guest or a tenant, or be permitted to occupy or use as a guest or tenant, any motel or the accommodations for a period of more than one (1) month in any calendar year.

(Ord. 2847, § 1, 2013)

5.42.170 - Damaging premises or evading rental payment prohibited.

Occupants of such premises shall not do or perform any act therein which will in any way damage the premises, nor shall they permit the occupancy of any room or portion of the premises let to them by persons other than those registered with the licensee, without the express knowledge and consent of the licensee. No person shall vacate any room or any premises or part thereof without having fully paid all items of rental due for his occupancy thereof.

(Ord. 2847, § 1, 2013)

Regular Meeting Minutes of December 2, 2019

President Toy reported out on the Committee of the Whole meeting of October 9, 2019.

- a. Petition 2019-06-06-01 submitted by the City Planning Commission pursuant to Council Resolution 163-19 and Section 23.01 (a) of Zoning Ordinance No. 543, as amended, proposing to amend Subsection 2 of Section 2.10, (definition of Bed and Breakfast Establishment”) of Article II, to include residences marketed and offered for rent online by platforms such as “Airbnb”, “VRBO”, “HomeAway” or other similar websites. (CR 346-19 and CR 30-19)

DECEMBER 2, 2019

Regular Meeting Minutes of December 2, 2019

On a motion by Bahr, supported by McIntyre, and unanimously adopted,

it was:

ZONING ORDS NO 543

Petition 2019-06-06-01
(Planning Commission)
Request to amend Subsection
2 of Section 2.10, (definition
of “Bed and Breakfast
Establishment”) of Article II,
to include residences marketed
and offered for rent online by
platforms such as “Airbnb”,
“VRBO”, “HomeAway” or
other similar websites.
(CR 346-19, CR 163-19 and
CR 30-29.

(Remain in Committee)

#394-19 RESOLVED, that having considered the report and recommendation of the Committee of the Whole, dated October 9, 2019, submitted pursuant to Council Resolution Nos. 346-19 and 30-19, and further having considered a communication from the City Planning Commission, dated August 28, 2019, which transmits its resolution #08-75-2019, adopted on August 27, 2019, with regard to Petition 2019-06-06-01, submitted by the City Planning Commission, pursuant to Council Resolution 163-19 and Section 23.01(a) of Zoning Ordinance No. 543, as amended, proposing to amend Subsection 2 of Section 2.10, (definition of “Bed and Breakfast Establishment”) of Article II, to include residences marketed and offered for rent online by platforms such as “Airbnb”, “VRBO”, “HomeAway” or other similar websites, the Council does hereby determine that this item shall remain in the Committee of the Whole.

UNFINISHED BUSINESS AGENDA ITEMS <i>(Regular Meeting of December 2, 2019)</i>
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Motion by: *Jolly*

Seconded by: *McIntyre*

ROLL CALL:

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

Nays: *None*

Absent: *White*

President Toy, as Chair of the Committee of the Whole, reported out on the meeting of October 9, 2019.

- a. Petition 2019-06-06-01 submitted by the City Planning Commission pursuant to Council Resolution 163-19 and Section 23.01(a) of Zoning Ordinance No. 543, as amended, proposing to amend Subsection 2 of Section 2.10, (definition of "Bed and Breakfast Establishment") of Article II, to include residences marketed and offered for rent online by platforms such as "Airbnb", "VRBO", "HomeAway" or other similar websites. (CR 346-19 and CR 30-19)

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

RESOLVED, that having considered the report and recommendation of the Committee of the Whole, dated October 9, 2019, submitted pursuant to Council Resolution Nos. 346-19 and 30-19, and further having considered a communication from the City Planning Commission, dated August 28, 2019, which transmits its resolution #08-75-2019, adopted on August 27, 2019, with regard to Petition 2019-06-06-01, submitted by the City Planning Commission, pursuant to Council Resolution 163-19 and Section 23.01(a) of Zoning Ordinance No. 543, as amended, proposing to amend Subsection 2 of Section 2.10, (definition of "Bed and Breakfast Establishment") of Article II, to include residences marketed and offered for rent online by platforms such as "Airbnb", "VRBO", "HomeAway" or other similar websites, the Council does hereby direct that this item be placed on the agenda for the next regular meeting of December 2, 2019.

On a motion by McIntyre, supported by Meakin, the following substitute motion was offered:

RESOLVED, that having considered the report and recommendation of the Committee of the Whole, dated October 9, 2019, submitted pursuant to Council Resolution Nos. 346-19 and 30-19, and further having considered a communication from the City Planning Commission, dated August 28, 2019, which transmits its resolution #08-75-2019, adopted on August 27, 2019, with regard to Petition 2019-06-06-01, submitted by the City Planning Commission, pursuant to Council Resolution 163-19 and Section 23.01(a) of Zoning Ordinance No. 543, as amended, proposing to amend Subsection 2 of Section 2.10, (definition of "Bed and Breakfast Establishment") of Article II, to include residences marketed and offered for rent online by platforms such as "Airbnb", "VRBO", "HomeAway" or other similar websites, the Council does hereby determine that this item shall remain in the Committee of the Whole.

Regular Meeting Minutes of November 18, 2019

NOVEMBER 18, 2019

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

AYES: Kritzman, McIntyre and Toy

NAYS: Jolly, Bahr, White and Meakin

The President declared the proposed resolution failed due to lack of support.

Following discussion by Council, a roll call vote was taken on the original motion by Bahr, supported by Kritzman with the following result:

ZONING ORD NO. 543

Petition 2019-06-06-01
Request to amend
Subsection 2 of Section
2.10, (definition of "Bed
and Breakfast
Establishment") of
Article II, to include
residences marketed and
offered for rent online by
platforms such as
"Airbnb", "VRBO",
"HomeAway" or other
similar websites.
(CR 346-19 and CR 30-
19)

(Moved to R120219)

#386-19 RESOLVED, that having considered the report and recommendation of the Committee of the Whole, dated October 9, 2019, submitted pursuant to Council Resolution Nos. 346-19 and 30-19, and further having considered a communication from the City Planning Commission, dated August 28, 2019, which transmits its resolution #08-75-2019, adopted on August 27, 2019, with regard to Petition 2019-06-06-01, submitted by the City Planning Commission, pursuant to Council Resolution 163-19 and Section 23.01(a) of Zoning Ordinance No. 543, as amended, proposing to amend Subsection 2 of Section 2.10, (definition of "Bed and Breakfast Establishment") of Article II, to include residences marketed and offered for rent online by platforms such as "Airbnb", "VRBO", "HomeAway" or other similar websites, the Council does hereby direct that this item be placed on the agenda for the next regular meeting of December 2, 2019.

AYES: Jolly, Kritzman, Bahr, White

NAYS: McIntyre, Meakin and Toy

The President declared the resolution adopted.

UNFINISHED BUSINESS AGENDA ITEMS (Regular Meeting of November 18, 2019)

Motion by: Bahr

Seconded by: Kritzman

ROLL CALL:

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

Nays: None

Absent: None

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

was:

ZONING ORD NO. 543

Petition 2019-06-06-01
Proposal to amend
Subsection 2 of Section
2.10, (definition of “Bed
and Breakfast
Establishment”) of Article
II, to include residences
marketed and offered for
rent online by platforms
such as “Airbnb”,
“VRBO”, “HomeAway”
or other similar websites
(CR 163-19)

**Refer to Committee of
the Whole)**

#346-19 RESOLVED, that having considered a communication from the City Planning Commission, dated August 28, 2019, which transmits its resolution #08-75-2019, adopted on August 27, 2019, with regard to Petition 2019-06-06-01, submitted by the City Planning Commission, pursuant to Council Resolution 163-19 and Section 23.01(a) of Zoning Ordinance No. 543, as amended, proposing to amend Subsection 2 of Section 2.10, (definition of “Bed and Breakfast Establishment”) of Article II, to include residences marketed and offered for rent online by platforms such as “Airbnb”, “VRBO”, “HomeAway” or other similar websites, and the Council having conducted a public hearing with regard to this matter on Wednesday, October 2, 2019, the Council does hereby refer this item to the Committee of the Whole for its report and recommendation.

COMMITTEE OF THE WHOLE

OCTOBER 9, 2019

A Committee of the Whole meeting was held on Wednesday, October 9, 2019 in the Second-Floor City Council Chambers, Livonia City Hall, 33000 Civic Center Drive, Livonia, MI 48154.

Committee Members Present:

Council President Laura M. Toy
Council Vice President Jim Jolly
Councilmember Scott Bahr
Councilmember Kathleen McIntyre
Councilmember Brian Meakin
Councilmember Cathy White

Committee Members Absent:

Councilmember Brandon Kritzman

**City Officials and
Others Present:**

City Attorney Paul Bernier
Planning & Econ. Dev. Director Mark Taormina
Jack & Lila VanAssche, Resident
Michael Somerville, Resident
DeAndrea Foisey, Resident
Elaine Yates, Resident
Michael Conroy, Resident
Timothy Smith, Resident
Dolores Gorman, Resident
Susan & Skip Nairne, Resident
Lawrence W. Gorman, Resident

See attached Sign-in Sheet.

The meeting convened at 7:00 p.m.



1. **CR PENDING RESOLVED**, that having considered a communication from the City Planning Commission, dated August 28, 2019, which transmits its resolution #08-75-2019, adopted on August 27, 2019, with regard to Petition 2019-06-06-01, submitted by the City Planning Commission, pursuant to Council Resolution 163-19 and Section 23.01(a) of Zoning Ordinance No. 543, as amended, proposing to amend Subsection 2 of Section 2.10, (definition of "Bed and Breakfast Establishment") of Article II, to include residences marketed and offered for rent online by platforms such as "Airbnb", "VRBO", "HomeAway" or other similar websites, and the Council having conducted a public hearing with regard to this matter on Wednesday, October 2, 2019, the Council does hereby refer this item to the committee for its report and recommendation. **ALONG WITH CR 30-19** The subject matter of appropriate regulations and ordinances in connection with short term housing rentals to the committee for its report and recommendation (Airbnb)

City Attorney, Paul Bernier, spoke of the Law Departments suggestion to license to operate appropriately and ordinance changes to include other platforms as defined under "Bed and Breakfast Establishment". Director of Planning and Economic Development, Mark Taormina stated the Planning Commission's resolution with different ideas to add clarification.

Key points discussed:

- Lot size – ½ acre
- 2000 sq. ft. house
- Rear and side yard
- As well as many questions brought up during the meeting that were discussed

Residents' concerns:

- Parking
- Lot size
- Log for Airbnb
- Can license be revoked

The Committee recommends:

- Adoption of a resolution rejecting Planning Commission recommendation and adopt Law Department's recommendation adding a condition of the hosts must maintain a verifiable log of guest and require ID upon registration.

OR

- Adoption of a resolution approving Law Department's recommendation with two potential changes:
 1. Revise special requirement #1 of Zoning Section 4.03(g) (Waiver Uses) to require compliance with minimum lot size requirements as established for the zoning district in which located.
 2. Add condition requiring hosts to maintain a verifiable log of guest and require ID upon registration.

AND

- Council recommends this item to remain in committee.

This item is to be placed on the **Regular Meeting Agenda of November 6, 2019**

2. CR 81-18 The subject matter of private insurance for sewer lines and water lines on private property to the committee for its report and recommendation.

A discussion took place with the Councilmember and Council Vice President Jim Jolly would like to invite some folks to come into a meeting to discuss this issue further.

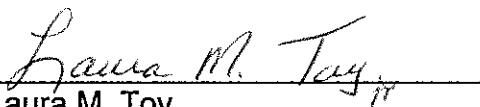
The Committee recommends:

- For this item to remain in committee

This item is to be placed on the **Regular Meeting Agenda of November 6, 2019**

The meeting adjourned at 9:00 p.m.

Respectfully submitted,



Laura M. Toy
Council President

cc: City Attorney, City Clerk

Attachment - Sign-In Sheets

PLEASE RECORD YOUR ATTENDANCE AT THIS MEETING

BY PRINTING YOUR NAME BELOW

MEETING: COMMITTEE OF THE WHOLE MEETING

DATE: WEDNESDAY, OCTOBER 9, 2019

TIME: 7:00 PM

PLEASE PRINT NAME

ADDRESS

JACK VAN ASSCHE	18904 FLAMINGO
KILA VAN ASSCHE	18904 FLAMINGO
Michael Somerville	18890 Flamingo
DeAndrea Foisy	18914 Flamingo
Paul Beckwith	LOW
Elaine Yates	18956 Flamingo
Michael Conroy	18956 FLAMINGO-
TIMOTHY SMITH	18978 FLAMINGO
Dolores Gorman	19028 Flamingo
Susan Nairne	18873 Flamingo
Skip Nairne	18873 FLAMINGO
MARK TABORINA	PLANNING DIRECTOR
Lawrence W. Gorman	19028 Flamingo

**CITY OF LIVONIA
PUBLIC HEARING**

Minutes of Meeting Held on Wednesday, October 2, 2019

A Public Hearing of the Council of the City of Livonia was held at the City Hall Auditorium on Wednesday, October 2, 2019.

MEMBERS PRESENT: Laura Toy, President
 Jim Jolly, Vice President
 Scott Bahr
 Brian Meakin
 Kathleen McIntyre
 Cathy White

MEMBERS ABSENT: Brandon Kritzman

OTHERS PRESENT: Mark Taormina, Director of Economic Development
 Todd Zilincik, City Engineer
 Leo Neville, Assistant City Attorney
 Sara Kasprowicz, Recording Secretary

The Public Hearing was called to order at 7:24 p.m. with President Laura Toy presiding. This is a Public Hearing relative to Petition 2019-06-06-01 submitted by the City Planning Commission, pursuant to Council Resolution 163-19 and Section 23.01(a) of Zoning Ordinance No. 543, as amended, proposing to amend Subsection 2 of Section 2.10, (definition of "Bed and Breakfast Establishment") of Article II, to include residences marketed and offered for rent online by platforms such as "Airbnb", "VRBO", "HomeAway" or other similar websites.

The Public Hearing is now open. There were twenty-seven people in the audience.

Toy: With that, we'll turn to the Law Department, am I correct on that do you want to go first?

Taormina: I can offer some initial comments

Toy: Ok, please, go right ahead.

Taormina: On May 8th, the City Council referred this proposed language amendment to the Planning Commission to conduct a Public Hearing and thereafter, submit a report for recommendation. The proposed amendment was drafted by the City Law Department, mainly for the purpose of clarifying the position that short term rentals, such as Airbnb and VRBO are a form

of a bed and breakfast establishments and as such, should be treated the same. Ordinance No. 543 currently has a definition and regulations pertaining to the operation to the bed and breakfast establishments. The definition would be expanded to include rentals, marketed or offered for rent by way of online platforms, such as Airbnb and VRBO, Home Away or other similar rental websites. In residential districts, bed and breakfast establishments are allowed, subject to waiver use approval. Section 4.03G of the Ordinance 543 lists sixteen special requirements that apply to bed and breakfast establishments in residential zoning districts. These special requirements range from minimum lot size and parking, limitation on length of stay for guests, licensing as well as inspections. In reviewing and deliberating on this item, the Planning Commission recognizes the distinction between traditional bed and breakfast establishments and other forms of short-term rentals such as Airbnb, for which the proposed ordinance is intended to address. As such, the resolution adopted by the Planning Commission approves the amendment but recommends that five of the sixteen special requirements be exempt in connection with the operation of Airbnb and other similar, short-term rental operations. These are conditions number 1, 2, 3, 4 and 11 as enumerated in Section 4.03G of Ordinance No. 543. These requirements are, and I'm going to paraphrase a couple of them, 1, that the site be a minimum of ½ acre and a residential structure be no less than 2,000 square feet in size, 2, off-street parking shall be provided in the rear side yard in an amount of one parking space per bedroom, 3, direct access shall be available to a public street in an existing planned width of at least 86 feet or more, 4, such establishments shall be run by persons who own and occupy the premise for residential purposes and 11, guests occupancy shall be no longer than fourteen (14) consecutive days. So these are the five conditions that currently apply to bed and breakfast establishments that the Planning Commission feels should not apply to these other forms of short-term rentals, but still require short-term rentals such as these, be treated as a waiver use which would have to go through the normal public hearing process. First, in front of our Planning Commission, followed by review and prior approval by the City Council before being approved, so that, Madam President, also I can answer any questions.

Toy: Thank you, um, comments? Yes. Councilman Meakin.

Meakin: Since there's probably a number of these already in establishment, will there be a grandfather clause?

Taormina: I am going to punt this to Mr. Neville.

Neville: Right now we found that the ongoing airbnb's being conducted are in resident R-1 districts, most of them don't meet the size or square footage requirements set forth for bed and breakfasts and none of them are

licensed, etcetera, so our position is that it should be retro-active and should be applicable to anybody who's attempting to conduct a short-term rental like the Airbnb, VRBO, HomeAway, etcetera.

Meakin: Has that been challenged in any other community?

Neville: There is quite a debate going on at the Michigan Legislature, State wide, and they're in many communities, not just resort communities that this has become quite an issue and so the hotel industry has sided with communities such as Livonia, from the stand-point of, well, their restricted as to how long guests may stay there and why should airbnbs or other short term rentals be exempt from the exact same requirements? They should be licensed, inspected, fire department, police department can inspect these facilities before they're let out to customers. Our position is that the other requirements of the bed and breakfasts ordinance are a problem. Honestly, defer to Council to address as they seem fit, but we are very comfortable with our proposed ordinance. This is, like I said, until I had gone to Lansing to participate in the hearing, I didn't realize how many communities are really stepping up to the plate and getting involved. From Detroit, to Jackson, all the way to Traverse City and all the resort communities and non-resort communities. It's becoming a hot topic, I think State-wide.

Meakin: Ok, any others, many people wanting to speak to this issue and with Council's direction, I offer a resolution to send this to Committee of the Whole so they can go over this further, to go over some of those waivers suggested by the Planning Commission.

Toy: Ok. Councilwoman McIntyre?

McIntyre: I support my colleague, Mr. Meakin's recommendation. I am very happy that we are taking the first step, which is running the ordinance under the zoning ordinance. Until this point, they have not been included, which is why we've had the wild west, if you will, of whatever goes and people can do whatever they want to and it people now running Airbnb and VRBO, HomeAway, the owner is free and the person who contracts with those services can do whatever they want and there is really no regulation and I think where we were going and it was clear at the long meeting that we had was, we want the ability to regulate this. I can see where the Planning Commission is coming from with some of the exemptions, but I want more time to understand these exemptions and to think through them and hear from my colleagues and have more opportunity to discuss it so I completely support Mr. Meakin's recommendation. Thank you, Madam President.

Bahr: Madam President?

- Toy: Thank you, go right ahead.
- Bahr: To the Chair and Mark, I just want to repeat back what I heard to make sure I understood. My understanding, what I am hearing from you is, yes, we're going to call these bed and breakfasts, but we're not putting the ½ acre requirement on them, not putting the 2,000 square foot or higher requirement on them, we're not putting the parking requirement on them, among some other things. So far I had that right, correct?
- Taormina: Correct.
- Bahr: So on the surface, this sounds actually, to those who came to our Committee meeting a number of months back who are currently bnb owners, this is probably a good thing. I think what we were talking about originally there was much more restrictive. We were talking about is calling it, make sure you were calling it a bed and breakfast, which would include those more restrictive requirements on them. So I actually like this because I think it allows us to be flexible as a city and to allow this new, well, not so new anymore, but it's a new form of business to happen here, which I don't think is a bad thing. One question I have though, is one of the requirements we talked about was, if I understand correctly, we're not requiring that the person running this is the owner of the place? Am I reading that correctly? Is that condition d. in our packet. It says such establishments shall be run by persons who own and occupy the premises for residential purposes. Maybe I should be asking Leo this? Are we saying that for an Airbnb, HomeAway or VRBO, that it would not have to be operated by the owner?
- Neville: In some instances, the person that might be attempting to conduct the Airbnb might be a tenant, but there they are the occupier of that dwelling. So there are circumstances where somebody may be use/operating and Airbnb, neither the owner or a permanent occupant of that building is on site. It is our position is similar to what a bed and breakfast is required.
- Bahr: You're saying they should be onsite?
- Neville: They should be.
- Bahr: Ok, I agree. Maybe I am reading this incorrectly. This is what it says, it says that the following show, were similar to the bed and breakfast except for the following conditions. One of the things we are saying except for is that it be run by the persons who have own and occupied the premises. The way I read that says, we're saying you don't have to have the owner/operator there, which I see as a problem.
- Neville: I heard that was one of the recommendations from the Planning Committee, Commission that it not be necessarily owner/occupier.

Taormina: That is correct.

Neville: That was their decision or proposal with response to the event.

Bahr: I think the idea to talk about this more in Committee would presume wise. That sitting here right now, I have a problem with and we are going to want to discuss further, so thanks.

Toy: Certainly. Councilwoman McIntyre.

McIntyre: I'd like to say one more thing. This is an illustration why local control on issues is so important as Mr. Neville, one of our City Attorneys has indicated. There's been movement in Legislature to take away municipalities' ability to regulate this and for the State to say, 'We're going to set the rules and communities have to abide by them' so on issues like this, where you feel strongly about, local control in your community should be able to regulate this as it sees fit. It's really important to contact your State Legislators and let them know where you want local control maintained, because there has been proposed legislation, there have been a lot of proposed legislation in the State Legislature regulating this, it is such a big segment now, a growing segment. It's really important that you communicate that there are issues that you feel should be maintained locally and your municipality should have control over the regulations, thank you.

Toy: Thank you. Council Vice President Jolly.

Jolly: Thank you, Madam President. I was going to object to the same item that Mr. Bahr brought up in terms of owner-occupied suggestion from the Planning Commission. I do have a question though, and I know we went over this initially when you spoke about this. The City of Livonia currently requires inspections for rental properties, would the rental properties on a short-term basis, the Airbnb, the VRBO, would they be required to pass the same rental inspection obligations?

Neville: On an annual basis, yes, like any other rental.

Jolly: Ok. Thank you. Additionally, for those in the audience, if this is not clear, each individual who would want to do this, would have to seek a waiver to do so, correct?

Neville: Correct, under the current ordinance. It's a waiver use in the districts where it's appropriate, opposed to being a...

Jolly: We're not trying to change that aspect, are we?

Neville: We are not.

Jolly: So, any circumstance where your neighbor or somebody wanting to operate one of these things, there would be notice provided and there would be a hearing with the Planning Commission, with the City Council as well. There would be an entire process that they would have to go through to have the ability to offer this business in the area. Thank you.

Toy: Thank you, Councilman. Anyone else from the Council? We have one resolution, I'm gonna ask you if you'd like to step up to the podium real quick? We have a young woman and several people here tonight Council that have some concerns over adult foster care, which it doesn't apply but the confusion of some of the ordinance that applies to this type of thing, they wanted to bring up some pictures and I said that would be all right with Council, we're getting through the agenda pretty quickly here so if you can give us a glimpse as to your concern and then we'll pass what you brought along and we'll call it a night, how's that?

Vandervennet: My name is Pamela Vandervennet, my address is 17311 Mayfield Street. I live in Greenbriar Estates, just north of Six Mile. We recently found out through a series of communication among the neighbors that the house directly next door to me at 17251 Mayfield Street has, they want to turn their home into adult foster care facility. Now, as the State of Michigan mandates, and I do have that information in this packet, there has to be a 1500-foot variance between any one of these facilities to another facility. It so happens that we do have an assisted living right at the corner of Mayfield and Six Mile, Mayfield Assisted Living and that is only 200 feet from the proposed site. There is also another facility across Six Mile at Bell Creek that is only 792 feet away from the Mayfield facility. It concerns us that the influx of these facilities going through our neighborhood is at a rapid increase and because we live on $\frac{3}{4}$, approximately $\frac{3}{4}$ acres of property, that some how we're being penalized because this is where all of these facilities are being put in. Quickly, the people that purchased this house, Emily Toter is her name, has already discussed the fact that there will be no onsite 24-hour licensed person living in the home with the patients. They intend to hire a management company to come in and run the whole shebang. It is our understanding again that somebody who is licensed or owns the property has to be on site 24-7. There are other issues that we're concerned about, such as, there are no sidewalks or streetlights on our street. There are a number of walkers, children, etcetera that use the street walk because there are no sidewalks. We are also concerned about the increase in traffic the decrease in property values the lack of parking ability and just 24 hours a day ambulance and police here.

Toy: I'm gonna stop you there. Council Vice President Jolly does have a question.

Vandervennet: Sure.

Jolly: So, excuse me for not being up to date with the rules and regulations, as this is not a posted item on the agenda tonight, obviously I can't have time to prepare, I don't think any of us have. From what you just said, these homes are in violation already, correct? Based on the distance?

Vandervennet: Yes

Jolly: What does the law provide in terms of regulation, who would you file a complaint with?

Vandervennet: Well, with this particular instance we would have to file a complaint with the State of Michigan because it is mandated by the State about the 1500-foot variance.

Jolly: Ok, so not to cut you off, but have you done that?

Vandervennet: We're working on it. Our concern is that these people came in and they did a complete demolition of the inside of the home before putting forth any plans, architectural plans without home permits, without doing anything the way any one of us would be expected to do, so...

Jolly: I guess from a timing perspective in terms of them choosing to maybe make a poor bet, on the renovations they are making to their home structure, at this point I would be interested in seeing what the State of Michigan said to your complaint and go from there to be honest with you. It's not to, obviously, clearly there's a lot of people that this bothers, and I'm sure it would bother a lot of people, myself included, to an extent, right? But, there is a remedy that's provided, as you state, by the State of Michigan.

Vandervennet: There should be.

Jolly: That should be the first course of action before we really take up a whole lot of business in regards to this.

Vandervennet: Just really quick, if that's ok, the only, the main thing that we're concerned about was that they came in and done this kind of thing under the radar without going through the proper channels, the building department, the zoning permits, that type of thing. We keep getting different stories from different people in the building department on what

they can and what they can not do. So, we need a little clarification from the City.

Toy: Ok, what I want you to do is leave your information with me like you asked, ok, and then we'll look into it and then as Vice President Jolly has said, we would like you to bring back any information from the State then we can better direct you forward. Ok?

Vandervennet: Absolutely.

Toy: Alright, thanks for coming in, wait one second, Councilwoman McIntyre?

McIntyre: One was that it would be really helpful, I know we don't have anybody from the Administration here to run this formally as the Administration, but to understand, again, back on local control versus the State, right? Which items regarding any kind of adult group home are under the City's jurisdiction because there might be a lot of these issues that only fall under State and maybe County jurisdiction, so I think it would be helpful for us to understand what we do have jurisdiction over.

Taormina: If I may, just respond.

Toy: Please, go ahead.

Taormina: I can say with a great deal of confidence that the State of Michigan does pre-empt local regulation adult foster care facilities that are licensed and have six or few residents. They have to be treated the same as any other single-family residential structure. Anything beyond that in terms of number of occupants can be treated as a special land use, in which case it is in the City of Livonia and would have to go through that process. In fact, we just had a case similar to that on Bainbridge.

McIntyre: Alright, thank you. So yeah, a lot of these issues are beyond our control, by not because we don't want to, but because the State has said you don't have any control, this is our control. I certainly appreciated learning about this tonight.

Toy: Ok, thank you. Thank you very much, we are adjourned.

The Public Hearing was declared closed at 7:46 p.m.

PLANNING COMMISSION

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



DENNIS K. WRIGHT
MAYOR

MARK TAORMINA
PLANNING & ECONOMIC
DEVELOPMENT DIRECTOR

SCOTT O. MILLER
PLANNER IV

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

August 28, 2019

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2019-06-06-01 – Short Term Rentals

Dear Council Members:

At the 1,148th Public Hearings and Regular Meeting held by the City Planning Commission on August 27, 2019, in the Livonia City Hall, the following resolution was unanimously adopted:

#08-75-2019 **RESOLVED**, that pursuant to a Public Hearing having been held by the City Planning Commission on August 27, 2019, on Petition 2019-06-06-01 submitted by the City Planning Commission pursuant to Council Resolution #163-19 and Section 23.01(a) of the City of Livonia Zoning Ordinance No. 543, as amended, to determine whether or not to amend Subsection 2 of Section 2.10 (definition of "Bed and Breakfast Establishment") of Article II of the City of Livonia Zoning Ordinance No. 543, as amended, to include residences marketed and offered for rent online by platforms such as "Airbnb", "VRBO", "HomeAway" or other similar websites, the Planning Commission does hereby recommend to the City Council that Petition 2019-06-06-01 be approved for the following reasons and conditions:

1. The proposed language amendment expands the definition of "*Bed and Breakfast Establishment*" to include other forms of short-term rentals in which residences are marketed and offered for rent via web-based platforms such as "Airbnb", "VBRO", and "HomeAway";
2. This amendment will clarify the position that—for purposes of zoning—short term rentals, like Airbnb, are no different than Bed and Breakfast Establishments, and as such, should be treated the same;

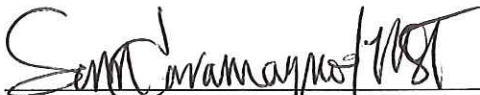
3. The Planning Commission recommends that the following special requirements that apply to traditional Bed and Breakfast Establishments NOT apply to internet-based forms of short-term rentals like Airbnb, VRBO and HomeAway:
 - a) Such use shall be located on a lot or parcel of no less than one-half ($\frac{1}{2}$) acre in area or in a residential structure containing no less than two thousand (2,000) square feet of living space.
 - b) Off-street parking shall be provided in the rear or side yard, behind the front building setback line, in an amount equal to one (1) parking space per bedroom. For parcels abutting an exterior side street, parking shall not be closer to the street than the principal structure. Such parking lot shall be improved with a minimum of four (4) inches of concrete or plant mixed asphalt. Natural screening by use of plant material or other screening by use of fencing shall be utilized to screen parking areas from adjoining residential properties.
 - c) Such use shall have direct access to a public street having an existing or planned width of at least eighty-six (86) feet or more as designated on the Master Thoroughfare Plan.
 - d) Such establishments shall be run by persons who own and occupy the premises for residential purposes.
 - e) Guest occupancy shall be no longer than fourteen (14) consecutive days.
4. That the proposed language amendment will provide reasonable regulations in connection with the operation of short-term rentals and is therefore in the best interests of the City and its residents.

Very truly yours,

APPROVED FOR SUBMISSION


Dennis K. Wright, Mayor

CITY PLANNING COMMISSION


Sam Caramagno, Secretary

PETITION 2019-06-06-01

The undersigned, Ian Wilshaw, Chairman of the City of Livonia Planning Commission, does hereby certify that a Public Hearing will be held on Tuesday, August 13, 2019, on the following petition:

Petition 2019-06-06-01 submitted by the City Planning Commission, pursuant to Council Resolution #163-19, and Section 23.01(a) of the Livonia Zoning Ordinance, as amended, to determine whether or not to amend Subsection 2 of Section 2.10 (definition of "Bed and Breakfast Establishment") of Article II of the City of Livonia Zoning Ordinance No. 543, as amended, to include residences marketed and offered for rent online by platforms such as "Airbnb", "VRBO", "HomeAway" or other similar websites.

(Proposed ordinance amendments attached)

FURTHER RESOLVED, that notice of such hearing shall be given in accordance with the provisions of Section 23.05 of Ordinance #543, the Zoning Ordinance of the City of Livonia, as amended, and that thereafter there shall be a report and recommendation submitted to the City Council.

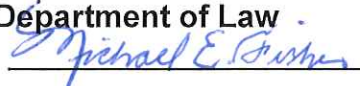
IN WITNESS WHEREOF, the undersigned has hereunto affixed his signature on this 9th day of July 2019.

Ian Wilshaw, Chairman
City Planning Commission

Dated: June 27, 2019

APPROVED AS TO FORM

Department of Law

By: 

Date: 6/28/2019

ADOPTED BY THE LIVONIA CITY COUNCIL AT THE REGULAR MEETING OF
May 8, 2019

Petition 2019-06-06-01

#162-19 RESOLVED, that having considered the report and recommendation of the Committee of the Whole, dated April 15, 2019, submitted pursuant to Council Resolution No. 30-19, regarding the subject matter of appropriate regulations and ordinances in connection with short term housing rentals, the Council does hereby refer this item to the Department of Law to prepare the necessary ordinance change for submission to Council.

#163-19 RESOLVED, that having considered a communication from the Department of Law, dated April 24, 2019, submitted pursuant to Council Resolution No. 30-19, approved for submission by the Mayor, in connection with a proposed amendment to Subsection 2 of Section 2.10 (Bed and Breakfast Establishment) of Article II of the Zoning Ordinance to amend the definition of a "bed and breakfast" to include residences marketed and offered for rent online by platforms such as "Airbnb", "VBRO", "HomeAway" or other similar rental websites, which would therefore subject short-term rentals to the same annual licensing and inspection requirements as similar uses located within the City, as well as the same penalties and sanctions for any failure to comply with the requirements, the Council does hereby refer this matter to the City Planning Commission for the holding of a public hearing in accordance with provisions of Law and City Ordinance.

This item will remain in Committee.

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 3

Petition 2019-06-06-01 submitted by the City Planning Commission, pursuant to Council Resolution #163-19, and Section 23.01(a) of the Livonia Zoning Ordinance, as amended, to determine whether or not to amend Subsection 2 of Section 2.10 (definition of “Bed and Breakfast Establishment”) of Article II of the City of Livonia Zoning Ordinance No. 543, as amended, to include residences marketed and offered for rent online by platforms such as “Airbnb”, “VRBO”, “HomeAway” or other similar websites.

August 20, 2019 Study Meeting:

On May 8, 2019, City Council referred the subject text amendment to the Planning Commission (CR #163-19) to hold a public hearing. The proposal is to expand the definition of “*Bed and Breakfast Establishment*” to include other forms of short-term rentals in which residences are marketed and offered for rent via web-based platforms such as “Airbnb”, “VBRO”, and “HomeAway”. These types of short-term rentals would also be subject to the same annual licensing and inspection requirements as other similar uses located within the City, as well as the same penalties and sanctions for any failure to comply with the requirements.

Following is the proposed language change (shown in *red*), as drafted by the City Law Department, that would be incorporated into Subsection (2) of Section 2.10:

(2) Bed and Breakfast Establishment. A private residence that rents sleeping accommodations to transient tenants in six (6) or fewer rooms, in which the innkeeper or operator is the owner and resides at the residence while renting rooms to transient tenants and serves breakfast at no extra cost to such tenants. For purposes of this Code, the term “bed and breakfast” shall include, but is not limited to, rentals marketed or offered for rent by way of online platforms such as “Airbnb”, “VBRO”, “HomeAway” or other similar rental websites. Such use is distinguished from a boarding house, rooming house, tourist home, hotel or motel.

This amendment would clarify the position that—for purposes of zoning and licensing—short term rentals, like Airbnb, are no different than Bed and Breakfast Establishments, and as such, should be treated the same. The City of Livonia Zoning Ordinance No. 543, as amended, currently treats Bed and Breakfast Establishments as a waiver use in the R-U-F, Rural Urban Farm and R-1 thru R-5, One Family Residential zoning districts. Additionally, because of the commercial nature of this type of land use, Bed and Breakfast Establishments are permitted as a use by right in any C-1, Local Business, or C-2 General Business District, subject to the same special requirements as enumerated under the waiver use provisions of Section 4.03(g).

The following is the governing language pertaining to Bed and Breakfast Establishments as set forth in Section 4.03(g) and which would apply to short-term rentals as the term is being defined:

PUBLIC HEARING

ITEM 3 Petition 2019-06-06-01 – Short Term Housing Rentals

Page 2

(g) Bed and breakfast establishments provided that:

- (1) Such use shall be located on a lot or parcel of no less than one-half (½) acre in area or in a residential structure containing no less than two thousand (2,000) square feet of living space.*
- (2) Off-street parking shall be provided in the rear or side yard, behind the front building setback line, in an amount equal to one (1) parking space per bedroom. For parcels abutting an exterior side street, parking shall not be closer to the street than the principal structure. Such parking lot shall be improved with a minimum of four (4) inches of concrete or plant mixed asphalt. Natural screening by use of plant material or other screening by use of fencing shall be utilized to screen parking areas from adjoining residential properties.*
- (3) Such use shall have direct access to a public street having an existing or planned width of at least eighty-six (86) feet or more as designated on the Master Thoroughfare Plan.*
- (4) Such establishments shall be run by persons who own and occupy the premises for residential purposes.*
- (5) Not more than six (6) bedrooms in the bed and breakfast establishment shall be used for bed and breakfast sleeping rooms.*
- (6) No garage shall be used for bed and breakfast sleeping rooms.*
- (7) The dwelling to be used as a bed and breakfast establishment shall have at least two (2) usable exits.*
- (8) No accessory buildings shall be used for bed and breakfast sleeping rooms unless they were originally constructed to accommodate housing use.*
- (9) One (1) sign identifying the bed and breakfast establishment shall be permitted if such sign complies with all the requirements of Section 18.50E of this ordinance.*
- (10) Such establishments shall comply with all applicable local, county, state and federal ordinances, laws, rules, regulations and codes.*
- (11) Guest occupancy shall be no longer than fourteen (14) consecutive days.*
- (12) No more than four (4) occupants per room shall be allowed.*
- (13) There shall be no cooking facilities for use by the occupants of the bed and breakfast sleeping rooms.*
- (14) Lavatory and bathing facilities shall be available for all persons utilizing the bed and breakfast establishment.*

PUBLIC HEARING

ITEM 3 Petition 2019-06-06-01 – Short Term Housing Rentals

Page 3

- (15) *A fire escape plan shall be developed and graphically displayed in each guest room. A smoke detector in proper working order shall be placed in every sleeping room and a fire extinguisher in proper working order shall be placed on every floor. The site shall be reviewed by the Fire Marshall pursuant to the standards contained in the Fire Prevention Code as to the necessity for fire lanes.*
- (16) *All bed and breakfast establishments shall be required to obtain a business license under Chapter 5.42 of the Livonia Code of Ordinances and shall not conduct operations until such license has been obtained pursuant to that chapter. All bed and breakfast operations shall submit to annual inspections by the Building and Fire Departments. Renewal of a business license shall be contingent upon compliance with applicable codes, as verified by such inspectors.*

Searching the internet, the City Law Department identified approximately six (6) short term rental operations in the City of Livonia, most of which are doing business in traditional single-family homes as Airbnb hosts. Cease and desist orders have been sent to all known short-term rental operators.

August 27, 2019 Public Hearing:

Approving Resolution: That the request to amend Subsection 2 of Section 2.10 (definition of “Bed and Breakfast Establishment”) of Article II of the City of Livonia Zoning Ordinance No. 543, as amended, is hereby approved for the following reasons:

1. The proposed language amendment expands the definition of “*Bed and Breakfast Establishment*” to include other forms of short-term rentals in which residences are marketed and offered for rent via web-based platforms such as “Airbnb”, “VBRO”, and “HomeAway”;
2. This amendment will clarify the position that—for purposes of zoning—short term rentals, like Airbnb, are no different than Bed and Breakfast Establishments, and as such, should be treated the same;
3. That the proposed language amendment will provide reasonable regulations in connection with the operation of short-term rentals and is therefore in the best interests of the City and its residents.

**AN ORDINANCE AMENDING SUBSECTION 2 OF
SECTION 2.10 OF ARTICLE II OF ORDINANCE NO.
543, AS AMENDED, KNOWN AND CITED AS “THE
CITY OF LIVONIA ZONING ORDINANCE”**

THE CITY OF LIVONIA ORDAINS:

Section 1. Subsection (2) of Section 2.10 of Article II of Ordinance No. 543, as amended, is hereby amended to read as follows:

Section 2.10 Definition of Miscellaneous Terms.

(2) Bed and Breakfast Establishment. A private residence that rents sleeping accommodations to transient tenants in six (6) or fewer rooms, in which the innkeeper or operator is the owner and resides at the residence while renting rooms to transient tenants and serves breakfast at no extra cost to such tenants. For purposes of this Code, the term “bed and breakfast” shall include, but is not limited to, rentals marketed or offered for rent by way of online platforms such as “Airbnb”, “VBRO”, “HomeAway” or other similar rental websites. Such use is distinguished from a boarding house, ~~rooming house,~~ tourist home, hotel or motel.

Section 2. 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 3. 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.

From: [Donald Kleinknecht](#)
To: [Planning](#)
Subject: PENDING ITEMS
Date: Thursday, August 8, 2019 1:53:24 PM

PENDING ITEMS

4. Motion to hold a public hearing, pursuant to Council Resolution #163-19, and Section 23.01(a) of the Livonia Zoning Ordinance, as amended, to determine whether or not to amend Subsection 2 of Section 2.10 (definition of "Bed and Breakfast Establishment") of Article II of the City of Livonia Zoning Ordinance No. 543, as amended, to include residences marketed and offered for rent online by platforms such as "Airbnb", "VRBO", "HomeAway" or other similar websites.

My only concerns would be:

- ✓ The use of private residential property for commercial use.
- ✓ Health regulations
- ✓ How many rooms and number of individuals per room
- ✓ Parking
- ✓ Value of homes surrounding a B&B
- ✓ Local zoning laws
- ✓ Neighborhood consent
- ✓ Proper insurance
- ✓ tax and other legal issues

I was on assignment in the U.K. for Ford Motor Co. back in the late 80's and my wife and I traveled the U.K. a few years later.

I can say most of the B&B's were outstanding.

Don Kleinknecht
Livonia, Mi.

UNAPPROVED MINUTES

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MINUTES OF THE 1,148th PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, August 27, 2019, the City Planning Commission of the City of Livonia held its 1,148th Public Hearings and Regular Meeting in the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan.

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

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

Members absent: None

Mr. Mark Taormina, Planning Director, was also present.

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

ITEM #3 PETITION 2019-06-06-01

CITY OF LIVONIA

Ms. Smiley, Acting Secretary, announced the next item on the agenda, Petition 2019-06-06-01 submitted by the City Planning Commission, pursuant to Council Resolution #163-19, and Section 23.01(a) of the Livonia Zoning Ordinance, as amended, to determine whether or not to amend Subsection 2 of Section 2.10 (definition of "Bed and Breakfast Establishment") of Article II of the City of Livonia Zoning Ordinance No. 543, as amended, to include

residences marketed and offered for rent online by platforms such as “Airbnb”, “VRBO”, “HomeAway” or other similar websites.

Mr. Taormina: On May 8, 2019, City Council referred this proposed language amendment to the Planning Commission with direction to hold a public hearing and thereafter submit a report and recommendation. The main purpose of this amendment, as drafted by the City Law Department, is to clarify the position that short-term rentals, such as Airbnb and VRBO, are a form of Bed and Breakfast Establishment and as such, should be treated the same. In residential districts, Bed and Breakfast Establishments are allowed subject to waiver-use approval. There are sixteen special requirements that apply to Bed and Breakfast Establishments. These include, and are not limited to: 1. The site must be a minimum of ½ acre and the residential structure no less than 2,000 square feet in size; 2. Off street parking must be provided in the rear or side yard and in the amount equal to one parking space per bedroom; 3. Direct access must be available to a public street having an existing or planned right-of-way of 86 feet or more; 4. Such establishments shall be run by persons who own and occupy the premises for residential purposes; 5. Guest occupancy shall be no longer than 14 consecutive days; 6. There shall be no cooking facilities for use by the occupants of the Bed and Breakfast sleeping rooms; 7. All Bed and Breakfast Establishments shall be required to obtain a business license under Chapter 5.42 of the Livonia Code of Ordinances; and 8. Bed and Breakfast operations shall submit to annual inspections by the Building and Fire Departments. Any of these special land use requirements can be waived or modified by City Council. In commercial districts, Bed and Breakfast Establishments are permitted by right, but subject to the same regulations and limitations. With that, Mr. Chairman, I would be happy to answer any questions. There is no correspondence related to this item.

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

Mr. Long: Mark, so you said that any of these regulations, should this pass, could be waived by City Council. So would citizens wanting to do this...they would just have to individually bring up permits or are we looking at a different set of rules for these type of things?

Mr. Taormina: Those are the rules that would apply to any applicant who proposes to establish a Bed and Breakfast Establishment or short-term rental. It would require a public hearing before the Planning Commission, followed by review and final approval by City Council. As part of that process, any of these special

UNAPPROVED MINUTES

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requirements that cannot be met may be waived by City Council by separate vote, in which at least five members of Council concur.

Mr. Long: So, if I owned one of these establishments and I wanted to market it for a month rather than the 14 consecutive days, I would approach City Council. I would have a public hearing here in front of the Planning Commission and then I would get a waiver that would allow me to market it for more than 14 days or...I am trying to make sure I understand the mechanics of it.

Mr. Taormina: Yes, that is essentially correct. The Planning Commission would offer its recommendation relevant to those conditions and then it would be considered by City Council. City Council would then formally vote on whether or not to waive the requirement.

Mr. Long: Okay, thank you.

Mr. Wilshaw: Any other questions for our Planning staff?

Ms. Smiley: This is on the same thing. We have never had anybody come up and ask to have a B & B, have we?

Mr. Taormina: I have been here 20+ years and have not been involved in a project involving a Bed and Breakfast Establishment, that is correct.

Ms. Smiley: I don't ever remember doing that. Thank you. They don't have to go to zoning for anything, right?

Mr. Taormina: I can't say they would not have to go for anything else. In the case of a request for a Bed and Breakfast in a residential district, most of these items, as I indicated, can be waived by City Council so it would not require a variance. On the other hand, in a commercial district where the use is permitted and subject to the same restrictions and regulations, if an applicant cannot meet one or more of these requirements they would have to go before the Zoning Board of Appeals. The ordinance views it differently between a waiver use and a permitted use. Where the council has the authority to waive these requirements as part of the waiver use process, but if it is treated as a use by right, failure to comply with those requirements would trigger the need for a variance. I know it is a little bit complex but that is the distinction.

Ms. Smiley: Thank you.

UNAPPROVED MINUTES

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- Mr. Wilshaw: Any other questions for our Planning staff?
- Mr. Wilshaw: Mr. Taormina, in the packet I did have one letter that we did receive from Mr. Kleinknecht.
- Mr. Taormina: I don't know if I have that letter to read out.
- Mr. Wilshaw: If you don't, I would be happy to.
- Mr. Taormina: Let me see if I have it. I think it was an email correspondence. Unfortunately, I do not have it.
- Mr. Wilshaw: It is in our packet. It was an email. It was an email from Mr. Kleinknecht saying he was on assignment in the UK for Ford Motor Company back in the 80's. His wife and he traveled in the UK for a few years later and most B & B's were outstanding. It was signed by Donald Kleinknecht, Livonia, MI. That is the email that is in our packet. I just wanted to make sure we have that on record. Is there any other comments for our Planning staff?
- Mr. Long: On that email I believe the resident actually listed out some concerns as well.
- Mr. Wilshaw: Yes, your right. I missed that. I had to scroll down.
- Mr. Long: Perhaps, I will read them out. His concerns were of The use of private residential property for commercial use. Health regulations. How many rooms and number of individuals per room. Parking. Value of homes surrounding a B&B. Local zoning laws. Neighborhood consent. Proper insurance. tax and other legal issues. So, a lot of those things are covered by the existing ordinance and what we discussed earlier. The fourteen regulations.
- Mr. Wilshaw: Thank you, Mr. Long, for catching that. If there are no other questions for the Planning staff, I will go to the audience and see if there is anyone in audience wishing to speak. We do have some people. Feel free to come forward and we will hear what you would like to say, either for or against.
- John Dzwonkowski, 20025 Mayfield, Livonia, MI, I was an Airbnb host for about a year and a half before the session in May. I've got to tell you I am just very thankful that you are looking at the issue and considering attaching it to something that would be permissible in the city. I am retired and it has been the most wonderful experience for me. I have had people from six continents and

probably over 200 guests in that year and a half that I was there. I had 24 doctors, 46 engineers. People come to this city and I say well you know would anybody come to Livonia, it's not like a resort town or tourist place, but they come here because they go to Detroit, they like to go to Ann Arbor. I've got mostly businesspeople, doctors, engineers from India. You know Showplace has a lot of things. They want a safe environment. What they use my place for is to sleep. I would only caution you if I can from my limited experience, you might be careful on linking it to Bed and Breakfast. I am delighted that you are willing to consider licensing it. I only know of five or six Airbnb hosts in this city. All of whom have abandoned the use of that now. There is a regulation there that says it is a Bed and Breakfast. I think the general definition of that, although it isn't stipulated in your ordinance, I was looking at that, it doesn't say you have to provide breakfast. I know, as a principal, I don't and none of us do. We are kind of concerned about the liability. Airbnb in Seattle, they have 600 employees, I didn't realize that. They offer a million dollar policy for liability and another million dollar policy for any damage that may be done to the home. I just checked a few days ago, they sent a notice, and I asked them for that stat. They said of the millions of visits that we have every day in every B & B across the world, and several thousand hosts in the United States, across the world we have had .003% of incidents of bad behavior. They offer a policy to correct that. It is a whole different atmosphere. A whole different culture of Airbnb. You get people that are respectful of people and that like people, otherwise they would use a hotel. It has been a wonderful experience. To call it a Bed and Breakfast, it might subject us, if we ever get resurrected, some type of liability. Well, you're a Bed and Breakfast and you don't serve breakfast. We don't. I actually keep a list of the local restaurants. People love it because we have so many ethnic restaurants, even outside Livonia on the Haggerty corridor there are so many varieties to eat. People come and eat breakfast at a restaurant. I refer them to the coney dog place on Eight Mile. It is two blocks from my house. Then they come in the evening after work or show or whatever they do and they go to some restaurant in the evening. I make recommendations for that. It has been fairly lucrative for Livonia. I am only one of like five or six. The second thing I would like to caution, if I can, is that there is a stipulation that says as a Bed and Breakfast you should live in and occupy the house. I could see that for a Bed and Breakfast, but I know that there are two other hosts that used to be...one of them had a daughter. They had to use her bedroom, oh but we really enjoyed the experience. We met some really great people. They said what we did was...I

think their mother passed or something and so they inherited her house which was right next door and they said great let's open it up for a Airbnb. I guess the mortgage wasn't paid yet so they were paying the mortgage with Airbnb. It was great. They met those people too. If they have to live there, then they would not be able to do that of course in the future. Another host, I don't remember their names right now, Pete and something, but they bought a house. As it turns out, many Airbnb hosts have done across the country I guess, I don't, but many did. They buy another place, or they will rent out an apartment but not live there and use that as an Airbnb. Some people make substantial income. It helps me with my mortgage, that is for sure. If the requirement is that you have to live there, that would be restrictive also. I would just suggest, I wonder if there is a way to...I think we need to be licensed for sure. I think that is a great requirement and I think we need to follow the fire regulations. A wonderful idea. I think all the regulations for Bed and Breakfast I saw listed on the ordinances, yeah, if we follow those and the rest of us do to except the living in and providing a breakfast, which is not a part of your ordinances. So that is all I would say. I would caution about that okay. Thank you for considering it. It would be so nice to be able to return to that. Thanks much.

Mr. Wilshaw: Let me see if there are any questions for you. Sometimes we get an expert up there like yourself on this type of service and we may have some questions.

Mr. Dzwonkowski: Expert? I think you just elevated me a little bit too high.

Ms. Smiley: I was wondering if you get any feedback from your neighbors?

Mr. Dzwonkowski: Yes. My neighbors are well aware. In fact, I was just talking to my neighbor yesterday, they said there is a City Council meeting tomorrow. He said I hope you resurrect that; you had some great people here. That is very much true. We are working on a fence line together and we were just talking about it. I haven't had any complaints at all. In fact, I had a number of people come over. I had a family once. He was a neurosurgeon from Saudi Arabia and his wife had the hijab and they had two boys. They couldn't speak much English, but the adults could, and a couple neighbors wanted to come over. They asked if they could sit down and talk to them. So, we sat down on the porch and had a discussion. We served a glass of wine. It was really very enjoyable. I have been lucky that way.

Mr. Taormina: I am curious what your opinion is relative to the procedure to gain approval knowing that it would require an application and there would be a fee of \$600 to apply for a Bed and Breakfast or short-term rental. It could take up to about three months to complete that process with no guarantees. What are your general thoughts on the process for that?

Mr. Dzwonkowski: Thank you for the question. I didn't realize the fee is \$600. On my fixed income, that would be prohibitive, but I would do whatever I could to find that, because I could probably get that back after about six months' time. I am pretty close to becoming an empty nester now and it has just been delightful for me. I have a daughter in Arizona and a son in New York and I can't always afford to go see them so to have people come in is just wonderful. I have one son left and he is ready to move on, so....it would be prohibitive, but I would subscribe to that. Just to be able to do that. I just enjoyed it so much okay.

Mr. Wilshaw: Any other questions for Mr. Dzwonkowski? Thank you for coming up. Anyone else in the audience wishing to speak on this item?

Debbie Sotzen, I came a couple weeks ago about this. I had heard that there was an issue about this. I didn't know what the stated law was. As I read what was in the newspaper the people that were involved that were for and against this, and I am just speaking as a resident that has lived in that subdivision for 31 years. I raised four children and I was the fourth family in the home that I presently live in. The three other homeowners had five to six children. I am a baby boomer at the highest peak of the mount of people of the baby boomers, which are about 63 years of age. As baby boomers we have seen many many changes over the years. When I first got married, interest rates were 21%. We couldn't afford a home. Everybody was renting and they were hard to find. Over time we have seen good times and bad times. We have seen in the subdivision where things were great. We saw our house valued at a great fast rate, but if anyone had any common sense knew that the balloon was going to pop. We saw a change of many renters coming in. Different changes. Some good. Some not so good. As a homeowner stating to see of neighbors and renters over 31 years, when you have a neighbor that moves in and owns a home, you have nothing to say. It can be a great neighbor, or it could be a nightmare. I have seen both. I have seen renters come in...great and also a nightmare, but nothing to be said unless they were breaking laws or whatever. I also have seen changes over 31 years of seeing the whole society changing. We used to see our children go to school,

move just a few miles away. Things have become very global. We see our families move across the world. We see friends move across the world. We see people from other parts of the world move here. We need to change along with that. Livonia needs to be positive. They have an opportunity to be very positive. To be a template of how we should be adapting in the future. As a baby boomer I am...my husband and I are one of the few that have a pension. Many people our age do not. They are going to worry about how they are going to live in the near future. We will not be able to afford assisted living as many of our parents and grandparents have. I know that Livonia has built and invested in a lot of assisted living. I worry about what is going to happen in the future and to see all the assisted living, thinking that there is going to be filling of places by us baby boomers when they may not be able to afford it. I worry about it being projects because people can't afford to have it. Learning to adapt to different ways of dealing with the future. If you're an empty nester, you're a widow, you may have the opportunity to have a home that you can bring people in. As Mr. D said, he has met many people. They are company. They are income. They bring in many different cultures that expands our point of view. Also, as an example, I have a neighbor directly across the street. A widow. She was dying. She had no income to go to a nursing home. I was the only one that could assist her. I had talked to the state and the county. They begged for me to help her and keep her in the home because they didn't have the facilities to house her. They said they could help her better if she could stay in the home. Also, if I could find someone to stay with her. Now, if I could find someone like a student or some companion. Another widow would have been great, but by your rules I wouldn't be able to do that. She had passed before I had a chance to investigate that further, but I wondered what would happen if all these rules were taking place that she wouldn't be taken care of the proper way. I worry about myself and other people of my age. What could happen if all my children are gone and I need someone to assist, I could easily have someone come in and stay with me for a short period of time or long period of time. Also, I want to make a point that when I was a nursing student, I also did an Airbnb or B & B when I went to different hospitals. I stayed with different families. I was a student at Madonna. When I nursed at Oakwood or Beaumont or Providence, I stayed with families so I could study, and I could go to the hospitals. With them I helped them out. I could easily afford it, but it helped them out as income, and it helped me out. I had a place to study, but a fast way to get to the hospital. When I moved in Livonia there were three residents that went to Botsford hospital. Some had families, some were single.

They lived in these starter homes temporarily. If you look at Beaumont, Providence, Oakwood, and then you look at those subdivisions, small bungalows, they are highly wanted because residents and interns and nurses want to live there because they are going to be at hospitals for a short time. Also, for myself, I have had students stay at my home after my children were grown. I didn't charge them, but I had two students from Madonna and two students from Schoolcraft College. They used my home as an easier way to go to school, to afford school, and then also expose Livonia to them. One was from Howell, one was from Farmington, one was from Novi, and Waterford. So that gave an opportunity to expose Livonia in a very positive way. Same thing with hospitals. Also, I want you to, if you can, if you check two years ago 60 Minutes did a documentary on Airbnb and explained about certain people, widows, that were going to lose very expensive homes and they used the Airbnb as a way to bring in income. It was all very positive. People talked about different cultures coming in, having companionship, and also saving their homes, but also expose Livonia so that the people that came to stay with them, they continually came back to that area to visit, to bring their families in. This would be a great great way to expose Livonia. Also, when Detroit was having issues with bankruptcy, one of the best things we ever did or whatever happened to Detroit was the advertisement of actors when we had movie productions. There were people like Hugh Jackman, Mark Wahlberg, Matt Damon, and Ben Affleck that went on national TV when questioned about doing movies in Detroit and saying how terrible it was. They, with no qualms whatsoever, stated how wonderful the Detroit area was. They stayed in Franklin. They stayed in Bloomfield. They stayed Farmington. They touched all different suburbs. Livonia, everything. They talked about it in national TV and also magazines. We have an opportunity to be open minded of this issue. I would ask you to look at it as a template for our city and for future cities of how to adjust for the future. I ask you for you to look forthright as we have done in the past of other issues, of seeing what the city will be like, what the people's needs are. When things change, how do we adjust? I ask for you to be open minded and to have Airbnb's and to adjust to what is needed. It can change easily on a dime when we see that life is different. This could be a very vey positive issue. The one last thing that I wanted to say was the issue of the negativity that was in the Observer. I disagree wholeheartedly. To worry about someone stating that people are going to look through the windows. You can have them with the owners that own the home, or they rent, or some complete stranger. It is ludicrous to worry about such issues. I feel that nothing is positively gained when

you look at the negative or hypothetical negative, violent ideas. There is no reason for that. Also, knowing how clicks get started and rumors get started and to state that in that subdivision that they were against this plan, is wrong. As I stated two weeks ago, I will personally go house to house in that subdivision and I will put a petition that you agree on and to get an idea of how they feel. Also, the issues of it being 1,200 square feet and I read the letter to Mr. Jim Kennedy stating that he was rejected because they could use the living room, they could use the kitchen. You didn't even entail into the basement. When you do square footage, you don't count the basement. All those homes have basements. When I had students living with me, they used the bedroom and sometimes they used the kitchen, but most of the time they stayed in the basement so that they could have more peace. You should entail that when you think about this document. So, I just wish you would be open minded and not be so restrictive. If you do make changes, and it has to go to City Council for any minor adjustments, it should be just like you do for the block party. Just do a simple waiver not to go through the whole rigamarole of Committee of the Whole and nothing against you but the Planning Commission and the City. I just want you to be creative and to be open minded and to understand that there are a lot of positive people that want to get along and to be open to the rest of the world. That is how our world is now. Thanks.

Mr. Wilshaw: Thank you, Ms. Sotzen. Anyone else in the audience?

Jim Kennedy, 18938 Flamingo, Livonia, MI, I just had some questions about the...for one I was kind of wondering why you wanted to include Airbnb short-term rentals with commercial Bed and Breakfast?

Mr. Wilshaw: Mr. Taormina, do you understand how the Law Department came up with that?

Mr. Taormina: That was an analysis performed by the Law Department and so I would direct Mr. Kennedy to talk to them.

Mr. Kennedy: I am just trying to rent out a spare room in our house and it's...the Bed and Breakfast is kind of like a commercial...sounds like a commercial enterprise. Like you're a business. It's just renting out a room in your house. That is what I was just wondering. Then I was wondering if someone wanted to set up an Airbnb, what would be the process they would need to follow with the city. I know you kind of went over a little bit...who would they approach first? That kind of thing.

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- Mr. Wilshaw: The would need to...That would become a permitted use and they would start with, I guess it would be the Inspection Department or who would initially go to?
- Mr. Taormina: If it is located in a residential district, they would be required to file a waiver use application with the Planning Department. The process would start with Planning and the Clerks office and then find its way to the Planning Commission to hold a public hearing and then it advances to Council as long as the project is approved by Planning Commission. Otherwise, an appeal would have to be filed.
- Mr. Wilshaw: As a waiver use it would end up starting with us just like any other business that would request a waiver use for their property.
- Mr. Kennedy: They would have to get a business license as well?
- Mr. Taormina: Yes, that would be correct.
- Mr. Kennedy: Is that just going through a commission or committee or something?
- Mr. Taormina: That part is handled admisitratively through the Clerk's office and Inspection.
- Mr. Kennedy: Is the \$600 part of the business license?
- Mr. Taormina: No. That is the waiver use application fee. I am not aware of what, if any, fees are required for the licensing part.
- Mr. Kennedy: Then there would be a fee for the inspection from the Building Department?
- Mr. Taormina: I am sure there would be, but I am not sure what the amounts are.
- Mr. Kennedy: If this wasn't included in Bed and Breakfast, do you have any idea of how it would be handled? Did you have any plans on how you would handle short-term rentals for residential?
- Mr. Wilshaw: What happened was, the request came from City Council to us to consider the use of these short-term rental type properties. We started the process as directed by City Council. The first step is to go to the Law Department and have them draft what they feel is appropriate language. They came up with this expansion of the existing Bed and Breakfast ordinance to use as a starting

point. If this is rejected, or if the city chooses to create a new ordinance they could also do that. It would have all new language specific to that process. This is the process or the steps that they came up with that have been presented to us tonight that we are considering. It is going to be for us and council to decide if that is how we want to proceed.

Mr. Kennedy: Do you know the status of the bill that is pending in the State Legislature on short-term rentals?

Mr. Wilshaw:: I do not know the status on that.

Mr. Kennedy: Do you know what the status is on short-term rentals in the city currently?

Mr. Wilshaw: Currently, I believe, they are not permitted. Mr. Taormina, is that correct?

Mr. Taormina: It is the position of the Law Department that these forms of short-term rentals already constitute Bed and Breakfast, so they would have to go through this process. If any are currently operating, I would suspect those would be in violation of the ordinance, to the extent that they are located in a residential district. Once this ordinance is adopted, clearly that is something that would have to be followed. I am not aware of how many are currently active in the City of Livonia.

Mr. Kennedy: In terms of the 14 days, because with Airbnb you can have someone stay for two nights and another person stay for a night and two nights and three nights, that kind of thing. The thing about the 14 days, is that considered one person staying consecutively for 14 days or is it like different people staying for different...like I said, two days here, one person, three days, one person, up to 14 days. I was just curious if that was the case.

Mr. Wilshaw: The ordinance states that guest occupancy shall be no longer than 14 consecutive days.

Mr. Kennedy: So, it's one person.

Mr. Wilshaw: That would be my interpretation of it. I am not a lawyer though.

Mr. Kennedy: So, if you have one person staying a week or even up to 14 days and then you could have someone come and stay for the balance of the month type thing. Okay, I just wanted to make sure. In regard to the Bed and Breakfast, I mean it said that if you serve

food...like I ran an Airbnb, I didn't serve food but the city threw me in and said that you are a Bed and Breakfast anyways, even though the state law says that by a number of points that define Bed and Breakfast including serving food. I didn't serve food but they said it didn't matter, you are still a Bed and Breakfast. If someone, in the case of serving food, the report that the city did was...they were wondering if I served food or not and if I did that would entail inspections by the food department, you know what mean as far as serving food. I am just curious if it's a part of Bed and Breakfast if then you were going to like search someone's property for their kitchen or whatever. If your expecting them to serve food.

Mr. Wilshaw: The Bed and Breakfast ordinance has provisions that talk about kitchen facilities and so on, but there is nowhere in the ordinance does it state that, to be a Bed and Breakfast, food must be served.

Mr. Kennedy: I was just curious. I didn't want someone to get hung up that they didn't serve anything. I just wanted to note that Airbnb made an agreement with the State of Michigan for state income tax. I'm sorry. State Tax. So, when a guest books a room, they would pay a fee that would go to the State of Michigan. As far as the...some of the...the \$600 fee, I guess...the thing about it is all we are trying to do is just rent a room in our house. The income is obviously helpful. There is a bit of work involved. Cleaning the house and so on. It is just nice to have...and as far as the people that I had...I only did it for three months and they are all pretty good people. I didn't have any problems. There is a procedure for...um, initially like when a complaint was lodged against me by my neighbor was you don't know who is coming and going. That's not true at all. I definitely know who is coming. I don't know if any of you have ever used the short-term rental or Airbnb or anything, but basically you find a place you are going to...personal or business reasons. You find the property. You communicate with the host. You go to book and there is communication back and forth as far as messaging through the service. Maybe why you are coming, that type of thing. Then...you can kind of vet them a little bit through that way, but because of Airbnb and that case, they have a page on their website as far as the kind of background checking that they do. Granted, we aren't talking about running down to the police department and fingerprinting them here, but we are doing some type of checking. It is better than getting someone off of some classified ads website and getting someone in your home that has never been checked by anybody. You just don't know who you are getting. It is a nice system. When you get them in, Airbnb

does allow hosts to kick someone out if it doesn't feel right and vice versa. The guest could leave too. It does have controls. They have the insurance that we have talked about. It is a nice setup. As I told the Committee of the Whole, we don't want to see it banned because it is a nice set up as opposed to getting someone off some other way. I guess that is probably all I have at this point. Thank you.

Mr. Wilshaw: Thank you, Mr. Kennedy. Does anyone have any questions for him? I don't see anything. Thank you for coming. Is there anyone else wishing to speak on this item? Feel free.

Mr. Dzwonkowski: I will try to be concise, but I think this might be relevant to our discussion. I would like to sort of offer what I found to be a very clear distinction between long-term rentals and short-term rentals. I rented my room out of my house for three years. Two long-term rentals. I had five different people and I had to evict three of them. The other two were okay. I didn't know anything about Airbnb until my sons and my daughter suggested why don't you try Airbnb Dad in order to make my mortgage. So I did with some trepidation. I was amazed at the difference. It struck me that the City Council perhaps they probably have the same misunderstanding or lack of understanding that I had about what Airbnb was. I think it is quite a distinct entity from say Bed and Breakfast or long-term rentals. The distinction comes from the culture of the Airbnb. I think is somebody rents a room in a house and you can afford a house, great. Most of us can. Wonderful. I have had mine for 30 years, built it in fact. If you can't you maybe rent...maybe you can't own a house, so you rent a house. That works pretty well. Maybe you get a rent to own or whatever. If you can't then maybe you would rent an apartment. If that is too high for you then you might rent a room in somebody's house. Those are the kind of clients I had. Those five that I had at my house. They just didn't...a lot of them were out of work repeatedly, were not very responsible, and I needed the money, so I rented it and they were friends of my ex-wife, so I said fine come on in. It just didn't work out that well. I was blown away when I had the short-term guests come in. I said...like I mentioned to you, I have had more than 200. My gosh, I have had people from six different continents. I have had them from 27 different countries. I have had a lot of engineers. I have never had anybody who wasn't a career...owned a business...I know I have had three millionaires there. One of them was an angel investor. Fabulous people. They come in to use anything but my bed and they might make some food for themselves in my kitchen. That is all they do. Or they come in for their funerals or

for their weddings. They are not there to do anything but eat in Livonia in our restaurants and that type of stuff, so it is a whole different clientele. I have a nephew who is in mergers and acquisitions in Ann Arbor. He was in Wall Street for five years. He makes \$300,000 per year. He said Uncle John, our company, we've got about 100 people that travel. We encourage them if you can to use an Airbnb. We can't force you to do that, but if you can get along with people, use an Airbnb. If you've have 100 people out there and your paying \$50 a night rather than \$150, great savings for our company. I have had at least a dozen of my engineers or doctors tell me the same thing. They were told by their companies. I think that is the kind of clientele you get. So, I think there is a critical distinction between...if we are going to outlaw something in the city, my experience says outlaw the long-term guests and keep the short-term. But that is just my opinion. Okay.

Mr. Wilshaw: Thank you. I think that is why we are looking at this as a different part of the ordinance than the long-term rentals. That is a whole different animal when you are dealing with long-term rentals vs. short-term. Is there anyone else wishing to speak on this item. I think everyone has had their chance. I will then close the public hearing and look for a motion.

Mr. Long: Mr. Chairman, I have a clarification question.

Mr. Wilshaw: Certainly.

Mr. Long: Mr. Taormina, are we...is this an all or nothing resolution? In other words, we are adding this, we are changing...we are adding these establishments to the city ordinance that covers Bed and Breakfast. Can we...personally, I find some of these restrictions to be counterproductive against the Airbnb, such as the size of the road and the 14-day limitation. Would I be able to offer an approving resolution exempting these establishments from certain...

Mr. Taormina: Absolutely. So, the Planning Commission is doing just that, making a recommendation to City Council. The same language amendment that was presented to you will be presented to City Council at a public hearing, but with any additional recommendation from Planning Commission. For example, maybe Bed and Breakfast is a form of short-term rental and we should creating a definition of short-term rental and include Bed and Breakfast as one form of short-term rental. Additionally, your suggestions that some of these special requirements may be

onerous, like the half acre requirement, the size of the road, and maybe even the parking, the Planning Commission can recommend that they not apply to Airbnb's. All of these are conditions that you can make recommendations on that would be forwarded to City Council.

Mr. Long: If there is no further discussion, I would be willing to offer an approving resolution with some amendments.

On a motion by Long, seconded by Smiley, and adopted, it was

#08-75-2019 **RESOLVED**, that pursuant to a Public Hearing having been held by the City Planning Commission on August 27, 2019, on Petition 2019-06-06-01 submitted by the City Planning Commission pursuant to Council Resolution #163-19 and Section 23.01(a) of the City of Livonia Zoning Ordinance No. 543, as amended, to determine whether or not to amend Subsection 2 of Section 2.10 (definition of "Bed and Breakfast Establishment") of Article II of the City of Livonia Zoning Ordinance No. 543, as amended, to include residences marketed and offered for rent online by platforms such as "Airbnb", "VRBO", "HomeAway" or other similar websites, the Planning Commission does hereby recommend to the City Council that Petition 2019-06-06-01 be approved for the following reasons and conditions:

1. The proposed language amendment expands the definition of "*Bed and Breakfast Establishment*" to include other forms of short-term rentals in which residences are marketed and offered for rent via web-based platforms such as "Airbnb", "VBRO", and "HomeAway";
2. This amendment will clarify the position that—for purposes of zoning—short term rentals, like Airbnb, are no different than Bed and Breakfast Establishments, and as such, should be treated the same;
3. The Planning Commission recommends that the following special requirements that apply to traditional Bed and Breakfast Establishments NOT apply to internet-based forms of short-term rentals like Airbnb, VRBO and HomeAway:
 1. Such use shall be located on a lot or parcel of no less than one-half ($\frac{1}{2}$) acre in area or in a residential structure containing no less than two thousand (2,000) square feet of living space.

2. Off-street parking shall be provided in the rear or side yard, behind the front building setback line, in an amount equal to one (1) parking space per bedroom. For parcels abutting an exterior side street, parking shall not be closer to the street than the principal structure. Such parking lot shall be improved with a minimum of four (4) inches of concrete or plant mixed asphalt. Natural screening by use of plant material or other screening by use of fencing shall be utilized to screen parking areas from adjoining residential properties.
3. Such use shall have direct access to a public street having an existing or planned width of at least eighty-six (86) feet or more as designated on the Master Thoroughfare Plan.
4. Such establishments shall be run by persons who own and occupy the premises for residential purposes.
5. Guest occupancy shall be no longer than fourteen (14) consecutive days.
4. That the proposed language amendment will provide reasonable regulations in connection with the operation of short-term rentals and is therefore in the best interests of the City and its residents.

A roll call vote on the foregoing resolution resulted in the following:

AYES:	Long, McCue, Smiley, Bongero, Wilshaw
NAYS:	Ventura
ABSENT:	Caramagno
ABSTAIN:	None

Mr. Wilshaw: Is there any discussion?

Mr. Ventura: If Mr. Long's motion is accepted by the Planning Commission, it is forwarded to Council in this form, if the Council were to accept this recommendation and enact the ordinance in allowing with Mr. Long's amended resolution, then the folks that are renting out rooms in their homes would not have to comply with the excluded items that Mr. Long enumerated. Is that correct?

Mr. Taormina: That is correct.

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- Mr. Ventura: If Mr. Long's motion were to fail and all of the requirements that are enumerated in the Law Departments draft of this proposed ordinance were enacted by the City Council, City Council would then have the opportunity to waive any or all of these requirements. Is that correct?
- Mr. Taormina: On a case by case basis.
- Mr. Ventura: Right. Every applicant would have to conform and enter their application and make their case.
- Mr. Taormina: That is correct.
- Mr. Ventura: Thank you.
- Mr. Wilshaw: And to that extent I would say that even with the amendments offered by Mr. Long to the existing Bed and Breakfast ordinance, the Council would still have the opportunity to waive any of the other conditions if they needed to. Any other discussion?
- Ms. Smiley: Only that they could probably put them back in if they didn't like them. Our exclusions. If they didn't care for our exclusions, they are certainly free to put them back in.
- Mr. Wilshaw: That is very true. This is just a recommendation to Council. They can choose to add or delete as much as they wish. Any other discussion on this?
- Mr. Wilshaw, Chairman, declared the motion is carried and the foregoing resolution adopted. It will go on to City Council with an approving resolution.

ORDS – Liv Code of

Subject matter of appropriate regulations and ordinances in connection with short term housings rentals. Communication from Department of Law in response to CR 30-19 was received and placed on file.

President Toy, as Chair of the Committee of the Whole, reported out on the meeting of Monday, April 15, 2019.

- a. Subject matter of appropriate regulations and ordinances in connection with short term housings rentals. (CR 30-19)

A communication from the Department of Law, dated April 24, 2019, re:

Administrative response to Council Resolution No. 30-19, was received and placed on file for the information of the Council.

MAY 08 2019

REGULAR MEETING OF May 8, 2019

Councilmembers Present: McIntyre, Meakin, Jolly, Kritzman, Bahr, White and Toy.

Councilmember(s) Absent: None

ORDS – Liv Code of
Communication from
Leo Nevelle,
Assistant City
Attorney proposed
HB 4046 (short term
rentals) was received
and placed on file.

A communication from Leo Neville, Assistant City Attorney, dated May 2, 2019, re: House Local Government & Municipal Finance Committee Meeting on proposed HB 4046 (short term rentals), was received and placed on file for the information of the Council.

MAY 08 2019

REGULAR MEETING OF May 8, 2019

Councilmembers Present: McIntyre, Meakin, Jolly, Kritzman, Bahr, White and Toy.

Councilmember(s) Absent: None

Regular Meeting Minutes of May 8, 2019

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

ORDS – Liv Code of
(Dept of Law)
Request to amend
Subsection 2 of
Section 2.10 (Bed and
Breakfast
Establishment) of
Article II of the
Zoning Ordinance to
amend the definition
of a “bed and
breakfast”, be
referred to Planning
Commission to
conduct Public
Hearing.
(Refer to Planning)

#163-19 RESOLVED, that having considered a communication from the Department of Law, dated April 24, 2019, submitted pursuant to Council Resolution No. 30-19, approved for submission by the Mayor, in connection with a proposed amendment to Subsection 2 of Section 2.10 (Bed and Breakfast Establishment) of Article II of the Zoning Ordinance to amend the definition of a “bed and breakfast” to include residences marketed and offered for rent online by platforms such as “Airbnb”, “VBRO”, “HomeAway” or other similar rental websites, which would therefore subject short-term rentals to the same annual licensing and inspection requirements as similar uses located within the City, as well as the same penalties and sanctions for any failure to comply with the requirements, the Council does hereby refer this matter to the City Planning Commission for the holding of a public hearing in accordance with provisions of Law and City Ordinance.

MAY 08 2019

This item will remain in Committee.

UNFINISHED BUSINESS AGENDA ITEMS (Regular Meeting of May 8, 2019)

Motion by: Meakin
Seconded by: Bahr

ROLL CALL:

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

Nays: None

Absent: None

Regular Meeting Minutes of May 8, 2019

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

ORDS – Liv Code of
Subject matter of
appropriate
regulations and
ordinances in
connection with short
term housings rentals.
(CR 30-19)
(Refer to Law Dept)

#162-19 RESOLVED, that having considered the report and recommendation of the Committee of the Whole, dated April 15, 2019, submitted pursuant to Council Resolution No. 30-19, regarding the subject matter of appropriate regulations and ordinances in connection with short term housing rentals, the Council does hereby refer this item to the Department of Law to prepare the necessary ordinance change for submission to Council.

MAY 08 2019

UNFINISHED BUSINESS AGENDA ITEMS (Regular Meeting of May 8, 2019)

Motion by: Meakin
Seconded by: Bahr

ROLL CALL:

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

Nays: None

Absent: None

REPORT

To: Mayor Dennis Wright, Ms. Laura Toy, City Council President
Honorable City Council Members; City Attorney Paul A. Bernier

From: Leo D. Neville, Asst. City Attorney

RE: House Local Government & Municipal Finance Committee
Meeting on proposed HB 4046 (Short-term rentals)

Date: May 2, 2019

I had the opportunity to attend the House Local Government & Municipal Finance Committee meeting on proposed HB 4046 (Short-term rentals) that was held on May 1, 2019. In short, if passed, the proposed bill would provide that the use of a residence as a “short-term rental” (a rental for 28 days or less) **shall** be an absolute permitted use in **all** residential zoning districts including R-1 (single family dwelling) districts. Furthermore, under this bill, a city would not be able subject the residence “to a special use or conditional use permit or procedure different from those required for other dwellings in the same zone.”

The meeting was heavily attended by groups supporting and opposing the proposed House Bill. A large contingent of municipal representatives and the Michigan Municipal League attended in opposition to the bill, while representatives from Airbnb, the Michigan Realtors Association, and others appeared in support of the bill. So many people attended that some had to sit in the waiting room across the hall from the hearing room.

Given the large group of people attending, the committee wasn’t able to hear from all attendees but tried to hear from both sides of the issue and had to adjourn the meeting due to time constraints. Although I submitted a card requesting permission to address the committee, my name was not called during this session. The committee chair stated that another hearing date will be schedule in the very near future so that they can elicit further testimony from both sides. Even though a vote was not taken on the proposed bill, I offer the following as an indication as to the positions stated.

The meeting began with a vote to replace original HB 4046 with a substitute version (draft 1). At that point, State Representative (and commercial realtor) Mr. Jason Sheppard gave a short address laying out his reasons for sponsoring this bill. In Rep. Sheppard’s opinion, the bill is intended to “simply take short-term rentals out of zoning” and, among other things, allow home owners the right to exercise their property rights, including the ability to use their “second homes” in resort or tourist communities to help make ends meet. He suggested that, without the passage of this bill, a homeowner wouldn’t even be allowed to rent out a spare bedroom to a relative. Even though the bill would “remove short-term rentals from zoning”, Rep. Sheppard argues that municipalities would still be able to regulate noise, advertising, the number of occupants in a dwelling – to the extent that such restrictions are “consistently applied” to other owner-occupied residences.

The representative from Airbnb began her presentation with a short history about its business model. Interestingly enough, she stated that the business was originally known as “air bed and breakfast” (confirming our earlier opinion to Council) but eventually shortened it to its current name. She cited the millions of dollars that their hosts allegedly bring into the tourism industry across the country, including the Great Lakes, by way of revenue and taxes. She claims that Airbnb conducts stringent background checks on their hosts, teaches them how to screen potential customers, and encourages their hosts to be licensed and inspected. Had I been given the chance to speak, I would have conveyed to the committee that **none** of the Airbnb operators in our city have ever obtained a license, had their property inspected, and certainly never shared any information with us regarding themselves or their customers.

As indicated above, there were many municipal representatives attending the hearing – all in opposition to the proposed bill. Their concerns mirror many of the concerns we have regarding the “short-term rental” business, as well as the attempt by this bill to deprive cities, townships and villages of the very rights given to them under the Zoning Enabling Act. I intended to take the argument further by reminding the committee that Article 7 of the 1963 Michigan Constitution expressly gives municipalities the absolute power and right to control and adopt resolutions and ordinances relating to its “municipal concerns, property and government” and that these rights and powers may not be usurped by the state legislature – a right that was reinforced by the Michigan Supreme Court in *Associated Builders & Contractors v City of Lansing*, 499 Mich 177, 187; 880 NW2d 765 (2016). In my opinion, the proposed bill, if passed, should be held unconstitutional because it does exactly what the law says it cannot do – it allows the state to step in and take away a power expressly reserved to the municipality.

It should be noted that there was also a representative from the hotel industry present who stated that, although she fully supports the Airbnb industry, their association opposes this bill because of its disparate treatment of hotels in favor of short-term rentals. In short, if this bill were to pass they believe that hotels would be subjected to stricter zoning and licensing/inspection requirements than short-term vacation rentals.

Lastly, I should point out that those committee members addressing or questioning witnesses throughout the hearing seemed to come from the position of being in opposition to the proposed bill. I do not recall a single member saying anything on the record that would lead one to believe that they supported the bill. Perhaps that might change at the conclusion of the public comment stage of the hearing.

DRAFT 1
SUBSTITUTE FOR
HOUSE BILL NO. 4046

A bill to amend 2006 PA 110, entitled
"Michigan zoning enabling act,"
(MCL 125.3101 to 125.3702) by adding section 206b.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 SEC. 206B. (1) FOR THE PURPOSES OF ZONING, ALL OF THE
2 FOLLOWING APPLY TO THE RENTAL OF A DWELLING, INCLUDING, BUT NOT
3 LIMITED TO, SHORT-TERM RENTAL:

4 (A) IT IS A RESIDENTIAL USE OF PROPERTY AND A PERMITTED USE IN
5 ALL RESIDENTIAL ZONES.

6 (B) IT IS NOT SUBJECT TO A SPECIAL USE OR CONDITIONAL USE
7 PERMIT OR PROCEDURE DIFFERENT FROM THOSE REQUIRED FOR OTHER
8 DWELLINGS IN THE SAME ZONE.

9 (C) IT IS NOT A COMMERCIAL USE OF PROPERTY.

10 (2) THIS SECTION DOES NOT PROHIBIT ANY OF THE FOLLOWING IF



1 APPLIED ON A CONSISTENT BASIS TO RENTAL AND OWNER-OCCUPIED
2 RESIDENCES:

3 (A) REGULATION OF NOISE, ADVERTISING, TRAFFIC, OR OTHER
4 CONDITIONS, TO PREVENT NUISANCES.

5 (B) REGULATION OF THE NUMBER OF INDIVIDUALS THAT MAY OCCUPY A
6 DWELLING.

7 (C) REQUIREMENTS FOR DWELLING INSPECTIONS AND INSPECTION FEES.

8 (D) TAXES OTHERWISE PERMITTED BY LAW.

9 (E) REQUIREMENTS TO NOTIFY A LOCAL UNIT OF GOVERNMENT OF
10 ASSOCIATION OR CONDOMINIUM REGULATIONS OR OTHER PRIVATE AGREEMENTS
11 THAT MAY AFFECT THE USE OF A DWELLING.

12 (3) AS USED IN THIS SECTION, "SHORT-TERM RENTAL" MEANS THE
13 RENTAL OF ANY SINGLE-FAMILY RESIDENCE OR 1-TO-4-FAMILY HOUSE OR
14 DWELLING UNIT, OR ANY UNIT OR GROUP OF UNITS IN A CONDOMINIUM, FOR
15 TERMS OF LESS THAN 28 DAYS AT A TIME.

16 Enacting section 1. This amendatory act takes effect 90 days
17 after the date it is enacted into law.



DEPARTMENT OF LAW

PAUL A. BERNIER
City Attorney

MICHAEL E. FISHER
Chief Assistant City Attorney

ERIC S. GOLDSTEIN
Assistant City Attorney

LEO D. NEVILLE
Assistant City Attorney



DENNIS K. WRIGHT
MAYOR

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

April 24, 2019

TO: HONORABLE MEMBERS OF THE CITY COUNCIL

FROM: DEPARTMENT OF LAW

SUBJECT: PROPOSED AMENDMENT TO THE LIVONIA ZONING ORDINANCE'S
DEFINITION OF BED AND BREAKFAST [SECTION 2.10 (2)]; AND

PROPOSED ORDINANCE AMENDMENT TO SECTION 010, OF
CHAPTER 42 (HOTELS, MOTOR COURTS, LODGINGHOUSES,
ROOMING- HOUSES, ONE-FAMILY RENTAL DWELLINGS, TWO-
FAMILY RENTAL DWELLINGS AND MULTIPLE-FAMILY RENTAL
DWELLINGS) OF TITLE 5 OF THE LIVONIA CODE OF ORDINANCES, AS
AMENDED

REF: ADMINISTRATIVE RESPONSE TO COUNCIL RESOLUTION NO. 30-19

Dear Council Members:

This matter came before Council as a Committee of the Whole on Monday, April 15, 2019. On the agenda that evening was the matter on how best to address an increasing number of residences being marketed online for short-term rentals on platforms such as "airbnb", "Home Away" and "VRBO" (to name a few). These residences are being rented without the owners obtaining a business license from the City Clerk, and equally important, without being inspected by the Fire Department and the Inspection Department as is required under Title 5 of the Livonia Code of Ordinances.

Following a discussion amongst Council, as well as audience communication from interested residents, about the most appropriate way to address and regulate short-term property rentals, the Committee referred the matter back to the Law Department in order to prepare a proposed ordinance change. This item is to be placed on the agenda for the Regular meeting scheduled for Monday, May 8, 2019.

To: Honorable Members of the Council
Re: Proposed Amendment to Zoning Ordinance
2.10 (2) and
Proposed Amendment To Section 010, Chapter 42 of Title 5
of the Livonia Code of Ordinances

April 24, 2019
Page 2

It is the Law Department's position that a short-term rentals marketed for rent online by platforms such as "airbnb" are nothing more than a traditional "bed and breakfast" branded under a different way. It is our understanding that Council does not object to the use of private residences as short-term rentals as long as the zoning district in which the proposed rentals are located permit residences to be used as a "bed and breakfast" as either a "permitted use" or, at a minimum, satisfy the requirements that would allow the residence to be granted a waiver use following review and submission of findings by the City Planning Commission and then approval by the City Council.

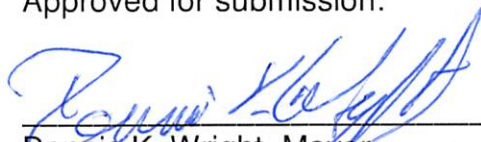
It is the opinion of the Law Department that the best way to accomplish this goal is through a two-step process. The first step is to amend the definition of a "bed and breakfast" as contained within Subsection 2 of Section 2.10 of the Zoning Ordinance to include residences marketed and offered for rent by way of the above-mentioned online platforms.

Once, and if, the proposed amendment to the Zoning Ordinance is approved by the Planning Commission following a public hearing, then it is our recommendation that Section 010 of Chapter 42 of Title 5 of the Livonia Code of Ordinances be amended to incorporate the new definition of a "bed and breakfast" into the Code. These proposed changes will subject short-term rentals to the same annual licensing and inspection requirements as other rental properties located within the City, as well as the same penalties and sanctions for any failure to comply these requirements.

If the proposed amendments meet with your approval, it is respectfully requested that the Zoning Ordinance amendment be referred to the Planning Commission to conduct a public hearing on the question of whether such amendments should be made and thereafter submit a report and recommendation to Council.

Provided that you concur with these changes, the proposed Code amendments are ready to be offered for first reading. If you have any questions, please do not hesitate to contact the Law Department.

Approved for submission:


Dennis K. Wright, Mayor

Very truly yours,


Paul A. Bernier, City Attorney


Leo D. Neville, Assistant City Attorney

To: Honorable Members of the Council
Re: Proposed Amendment to Zoning Ordinance
2.10 (2) and
Proposed Amendment To Section 010, Chapter 42 of Title 5
of the Livonia Code of Ordinances

April 24, 2019
Page 3

LDN/bks

cc: Mayor, Clerk, Council, Finance, Inspection, LPD, LFD

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**AN ORDINANCE AMENDING SUBSECTION 2 OF
SECTION 2.10 OF ARTICLE II OF ORDINANCE NO.
543, AS AMENDED, KNOWN AND CITED AS "THE
CITY OF LIVONIA ZONING ORDINANCE"**

THE CITY OF LIVONIA ORDAINS:

Section 1. Subsection (2) of Section 2.10 of Article II of Ordinance No. 543, as amended, is hereby amended to read as follows:

Section 2.10 Definition of Miscellaneous Terms.

(2) Bed and Breakfast Establishment. A private residence that rents sleeping accommodations to transient tenants in six (6) or fewer rooms, in which the innkeeper or operator is the owner and resides at the residence while renting rooms to transient tenants and serves breakfast at no extra cost to such tenants. For purposes of this Code, the term "bed and breakfast" shall include, but is not limited to, rentals marketed or offered for rent by way of online platforms such as "Airbnb", "VBRO", "HomeAway" or other similar rental websites. Such use is distinguished from a boarding house, ~~rooming house,~~ tourist home, hotel or motel.

Section 2. 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 3. 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.

AN ORDINANCE AMENDING SECTION 010 OF TITLE 5, CHAPTER 42 (HOTELS, MOTOR COURTS, LODGINGHOUSES, ROOMING-HOUSES, ONE-FAMILY RENTAL DWELLINGS, TWO-FAMILY RENTAL DWELLINGS AND MULTIPLE-FAMILY RENTAL DWELLINGS) OF THE LIVONIA CODE OF ORDINANCES, AS AMENDED.

THE CITY OF LIVONIA ORDAINS:

Section 1. Section 010 of Title 5, Chapter 42, of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

5.42.010 - Definitions. The following words and phrases, when used in this chapter shall, for the purpose of this chapter, have the meanings respectively ascribed to them in this section, as follows:

- A. *"Agent"* means any person authorized by the owner who has charge, care or control of a rental dwelling or rental unit which is let or offered for occupancy. The owner must officially notify the city of any agent authorized to act on his behalf. The owner may authorize a tenant to act as agent for a rental dwelling or rental unit.
- B. *"Applicable codes"* mean the current fire prevention, building and property maintenance codes adopted by the city, including definitions and applicable terms, and other city ordinances.
- C. *"Dwelling unit"* means a single unit providing complete independent living facilities for one (1) or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. This shall include any area within the building that contains mechanical equipment for the rental unit, hallways or other spaces that serve the rental unit, and the premises of the rental dwelling.
- D. *"Family"* means any number of persons living together in a single dwelling unit comprising a single housekeeping unit and related by blood, marriage, adoption, or any unrelated person who resides therein as though a member of the family and including the domestic employees thereof, or a group of not more than five (5) unrelated individuals living together as a single housekeeping unit.
- E. *"Hotel"* means a building or part thereof occupied as the more or less temporary abiding place of individuals, in which the rooms are rented or leased singly for hire, and in which rooms no provision for cooking is made, and in which building

there is a general kitchen and dining room for the accommodation of the occupants.

- F. *"Lodginghouse"* means a building or part thereof, other than a hotel, where lodgings are provided for hire more or less transiently without provisions for meals.
- G. *"Motor court"* means any establishment in which individual cabins, courts or similar structures or units are let or rented to transients for periods of less than one (1) month. The term "motor court" includes tourist cabins and motels.
- H. *"Multiple-family rental dwelling"* means a building containing three (3) or more dwelling units arranged either side by side and/or one (1) above the other, each unit occupied as a single housekeeping unit by a single-family or functional family.
- I. *"One-family rental dwelling"* means a building containing one (1) dwelling unit promised and/or leased to a single family not occupied by the owner.
- J. *"Rental unit"* means a single housekeeping unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.
- K. *"Roominghouse"* means any building occupied as a home or family unit where a certain room or rooms, in excess of those used by members of the immediate family, are leased or rented to one (1) or more persons and occupied by four (4) or more persons not members of the family. The term "roominghouse" also includes tourist homes, bed and breakfast establishments, and tourist accommodations other than motor courts as those terms are defined herein or under the City of Livonia Zoning Ordinance No. 543, as amended.
- L. *"Two-family rental dwelling"* means a building containing two (2) dwelling units promised and/or leased to two (2) separate families, respectively, with at least one (1) unit not occupied by the owner.

Section 2. 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 3. 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.

COMMITTEE OF THE WHOLE

April 15, 2019

A Committee of the Whole meeting was held on Monday, April 15, 2019 in the Second-Floor City Council Chambers, Livonia City Hall, 33000 Civic Center Drive, Livonia, MI 48154.

Committee Members Present:

Council President Laura M. Toy
Council Vice President Jim Jolly
Councilmember Scott Bahr
Councilmember Brandon Kritzman
Councilmember Kathleen McIntyre
Councilmember Brian Meakin

Committee Members Absent:

Councilmember Cathy White

**City Officials and
Others Present:**

Assistant City Attorney Eric Goldstein
Planning & Econ. Dev. Director Mark Taormina
Director of Admin. Services Dave Varga
City Treasurer Lynda Scheel
Elaine Yates, Resident
Lawrence Gorman, Resident
Karen Irwin, Resident
R. Roncone, Resident
DeAndrea Foisy, Resident
Michael D. Conroy, Resident
Michael W. Somerville, Resident
Timothy Smith, Resident
Sandra & Jonas Garliauskas, Resident
Tim & Sandra Williams, Resident
Don & Kim Plasenia, Resident
Deborah Dani, Resident
John D. Fannin, Resident
Chris Veighey, Resident
Robert & Tricia Purcell, Resident
Lucas Dzwonkowski, Resident
Nigel Wu, Resident
Elizabeth Martin, Resident
Gustovo Rodriguez, Resident
Jim Kennedy, Resident
Agnes & Pete Tluczek, Resident
Eileen McDonnell, Resident

**City Officials and
Others Present Continued:**

John Tzwonkowski, Resident
John R. Lewis, Resident
John Lister, Resident
Mike Furgefson, Resident

See attached Sign-in Sheet.

The meeting convened at 7:00 p.m.



1. **CR 30-19** The subject matter of appropriate regulations and ordinances in connection with short term housing rentals to the committee for its report and recommendation.

A discussion took place regarding short term rentals and if they are lawful. Are law changes required as well as proper inspections and licensing needed. Neighbors stated their concerns having this in their neighborhood. Host of Airbnb's spoke on their side of the subject. This homeowner was requested to cease and desist this operation.

The Committee recommends:

- **The Law Department to prepare the ordinance change for first read.**
- **To leave in committee for further discussion.**

(NOTE: This item is to remain in committee.)

This item is to be placed on the **Regular Meeting Agenda of May 8, 2019**

2. **CR 100-19** Petition 2018-12-02-23, submitted by Livonia Healthcare Real Estate, L.L.C., to construct and operate a nursing and physical rehabilitation facility on property located on the Southeast corner of Wayne Road and Ann Arbor Trail (8834 Wayne Road) in the Southwest ¼ of Section 33, the Council does hereby refer this item to the committee for its report and recommendation.

A discussion took place regarding the connection of this property and the St. Jude Nursing Center on Ann Arbor Trail which is currently in bankruptcy. Taxes owed to Wayne County as of March 2019 is \$395,825.78 personal property from 2012 to 2019 is \$5,350.91. St. Jude Nursing Center owes back taxes since 2010 plus personal property taxes.

The representative stated the last bankruptcy was in 2015 and the State of Michigan denied their request to rebuild and replace. The Petitioner is working with the State to see if they can have a different plan for the original site on Ann Arbor Trail and would like to table this petition for the time being.

The Committee recommends:

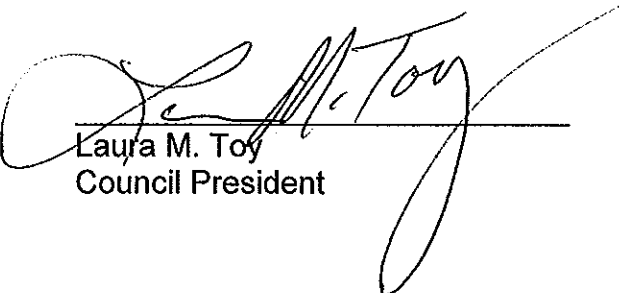
- **To table this plan until further notice.**
- **To leave this item in committee.**

(NOTE: This item will remain in committee.)

This item is to be placed on the **Regular Meeting Agenda of May 8, 2019**

The meeting adjourned at 9:07 p.m.

Respectfully submitted,



Laura M. Toy
Council President

cc: City Attorney, City Clerk

Attachment - Sign-In Sheets

PLEASE RECORD YOUR ATTENDANCE AT THIS MEETING

BY PRINTING YOUR NAME BELOW

MEETING: COMMITTEE OF THE WHOLE

DATE: MONDAY, APRIL 15, 2019

TIME: 7:00 PM

PLEASE PRINT NAME

ADDRESS

Elaine Yates	18957 Flamingo Livonia MI 48152
Lawrence Gorman	19028 Flamingo Liv. MI 48152
Karen Irwin	8925 Laurel Av 48150
R. Roncone	18564 Flamingo MI. 48152
* DeAndrea Foisy	18914 Flamingo MI 48152
Michael D Conroy	18956 FLAMINGO, LIVONIA 48152
Michael W. Somerville	18890 Flamingo, Livonia 48152
TIMOTHY SMITH	18978 FLAMINGO 48152
SANDRA + JONAS GARLIAUSKAS	8937 LAUREL 48150
Tim + Sandra Williams	8949 Laurel 48150
Don + Kim Plazencia	34579 Dover 48150
Deborah Dani	34647 Dover Ave 48150
John D. Fannin	8961 Laurel Ave. 48150
Chris Veighey	8914 Hanlon Ave
Lynda Scheel	City Treasurer

NOTIFY
PLEASE
- PLEASE
Please
Notify
Send info
Nurses
Home

PLEASE RECORD YOUR ATTENDANCE AT THIS MEETING

BY PRINTING YOUR NAME BELOW

MEETING: COMMITTEE OF THE WHOLE

DATE: MONDAY, APRIL 15, 2019

TIME: 7:00 PM

PLEASE PRINT NAME

ADDRESS

Robert & Tricia Parcell	36736 Maryareta
Lucas DZWONKOWSKI	20025 MAYFIELD, LIVONIA MI 48154
Nigel Wu	30235 Mason St. Livonia 48154
Elizabeth Martin ^{Gustavo} Rodriguez	14529 Fitzgerald
Jim Kennedy	18938 Flamago
Dones Thucwell	28611 Clamito
PETE THUCZEK	28611 Clamito
Eileen McDonnell	36099 Brookview 48152
John Dzwonkowski	20025 Mayfield, 48152
Eric Goldsow	LAW DEPT
Dave Varga	City of Liv
John B Lewis	8913 Laurel Ave
John Hester	34531 Dover Ave
Mike Ferguson	8880 Haven Ave
KEVIN MARK TAORMINA	PLANNING DEPT.

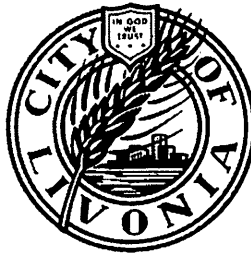
DEPARTMENT OF LAW

PAUL A. BERNIER
City Attorney

MICHAEL E. FISHER
Chief Assistant City Attorney

ERIC S. GOLDSTEIN
Assistant City Attorney

LEO D. NEVILLE
Assistant City Attorney



DENNIS K. WRIGHT
MAYOR

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(734) 466-2520
FAX: (734) 466-2072

March 21, 2019

TO: HONORABLE MEMBERS OF THE CITY COUNCIL

FROM: DEPARTMENT OF LAW

SUBJECT: AIRBNB – PROPOSED ORDINANCE AMENDMENT TO SECTION 010, AND ADDING SECTION 016, OF CHAPTER 42 (HOTELS, MOTOR COURTS, LODGINGHOUSES, ROOMING- HOUSES, ONE-FAMILY RENTAL DWELLINGS, TWO-FAMILY RENTAL DWELLINGS AND MULTIPLE-FAMILY RENTAL DWELLINGS) OF TITLE 5 OF THE LIVONIA CODE OF ORDINANCES, AS AMENDED

REF: ADMINISTRATIVE RESPONSE TO COUNCIL RESOLUTION NO. 30-19

Dear Council Members:

This matter has been brought to the City's attention by neighboring property owners of the home located at 18938 Flamingo. The subject property is currently owned by Mr. James Kennedy and is located west of Middlebelt and south of Seven Mile roads in a district zoned R-1 (single-family residential dwelling). According to City records, the subject property is a one-story ranch measuring 1,069 square feet. The lot size is 45.0 feet frontage and 135.0 feet deep, comprising 5,850 square feet or roughly 0.13 acre.

Neighbors learned that Mr. Kennedy was operating an Airbnb out of his home and the property is currently advertised for rent on Airbnb's website. The advertisement promotes the availability to rent 1 bedroom for up to 3 guests (1 queen bed and an air mattress available), along with 1 ½ shared bathrooms. Presumably there is at least a second bedroom within the home since Mr. Kennedy has been claiming the "homestead exemption" on 100% of the property since the day he purchased the home. Although the homeowner doesn't advertise the availability of food, one recent guest reviewed his January 2019 stay in part "[h]e makes you feel welcomed, his place is sparkling clean, he is kind and considerate, has lots of goodies for his guest and is extremely

accommodating. . . .” Granted, it is only speculation, but a reasonable conclusion based upon this review is that the homeowner must be providing guests with something to eat.

The questions before us include: (1) whether such a use of the subject property is even lawful under state law or our ordinances; (2) whether this activity is subjected to inspection as a rental; if so, (3) whether the homeowner must obtain a business license prior to conducting business activity out of the home; and (4) whether the conduct of a business disqualifies the homeowner from claiming the Principal Residence Exemption (“homestead exemption”) on the property.

STATE LAW

Public Act 230 of 1972, known as the “Stille-DeRossett-Hale Single State Construction Code Act” was passed by the Michigan Legislature in an effort to establish a construction code commission having the authority to promulgate rules governing, among other things, the construction, occupancy and use of buildings in the state of Michigan. Section 4b of the Act (MCLA 125.104b) governs “Bed and Breakfasts” and defines same as:

“(3) As used in this section, “bed and breakfast” means a single family residential structure that meets all of the following criteria:

(a) Has 10 or fewer sleeping rooms, including sleeping rooms occupied by the innkeeper, 1 or more of which are available for rent to transient tenants.

(b) Serves meals at no extra cost to its transient tenants.

(c) Has a smoke detector in proper working order in each sleeping room and a fire extinguisher in proper working order on each floor.” (Emphasis added).

There is no requirement that a “bed and breakfast” actually has to serve, offer or provide a breakfast or any other meal. However, as stated above, if a meal is provided (to the transient tenant) it must be provided at no extra cost to the amount charged for sleeping.

The “Food Law”, Public Act 92 of 2000, MCLA 289.1101, *et seq.*, defines a “bed and breakfast” as:

“(d) “Bed and breakfast” means a private residence that offers sleeping accommodations to transient tenants in 14 or fewer rooms for rent, is the innkeeper's residence in which the innkeeper resides while renting the rooms to transient tenants, and serves breakfasts, or other meals in the case of a bed and breakfast described in section 1107(t)(ii), at no extra cost to its transient tenants. A bed and breakfast is not a food service

establishment if exempt under section 1107(t)(ii) or (iii)." MCLA 289.1105(1)(d). (Emphasis added).

Under MCLA 289.1107(t), a "bed and breakfast" is exempt from licensing as a "food service establishment" if it has: (1) 10 or fewer sleeping rooms for rent; or (2) has more than 10 sleeping rooms for rent, but serves continental breakfasts only. It is similarly defined and exempt under the "Grade A Milk Law of 2001". MCLA288.473(m).

The State of Michigan's website confirms that no state license is required to operate a "bed and breakfast". It states that a bread and breakfast with 9 or more rooms "should be licensed with the County health department" when serving a full breakfast. It further provides that "use tax should be charged on room rentals." www.michigan.gov/statelicensesearch.

LIVONIA ZONING ORDINANCES

Zoning Ordinance 543 was originally enacted, among other reasons, to regulate the use of land and structures, and restrict the location of trades and industries around the City. Article II, section 2.07 contains the following definitions for "dwellings":

"(4) Dwelling Unit. A building or portion thereof designed as a unit for occupancy by only one (1) family for residential living purposes and having principal kitchen facilities.

(5) Dwelling, One-Family. A separate detached building designed exclusively for and containing only one (1) dwelling unit.

(6) Dwelling, Two-Family. A separate detached building designed exclusively for and containing only two (2) dwelling units, each of which is independent from the other.

(7) Dwelling, Multiple Family. A building containing three (3) or more dwelling units arranged either side by side or one above the other".

Section 2.10 contains definitions of the following "miscellaneous terms":

"(2) Bed and Breakfast Establishment. A private residence that rents sleeping accommodations to transient tenants in six (6) or fewer rooms, in which the innkeeper is the owner and resides at the residence while renting rooms to transient tenants and serves breakfast at no extra cost to such tenants. Such use is distinguished from a boarding house, rooming house, tourist home, hotel or motel.

(10) Home, Rooming. A rooming house is a building where, for compensation, and by prearrangement for definite periods, lodging or lodging and meals are provided for more than three (3) persons. The term "rooming house" shall include lodging house and boarding house, but not a tourist home, bed and breakfast establishment, automobile court, hotel or motor court." (Emphasis added).

Article III establishes various zoning districts throughout the City. Article IV regulates the usage of properties in districts zoned R1 through R5. Section 4.02 identifies the permitted uses for structures located in districts zoned R-1 through R-5 and, in relevant part, states:

"Section 4.02 Permitted Uses. (citations omitted) In all R-1 through R-5 Districts, no building or land, except as otherwise provided in this ordinance, shall be erected or used except for one or more of the following specified uses:

(a) One family dwellings.

* * * *

(3) Home occupations, except where specifically prohibited, shall be permitted where incidental to residential use and meeting all of the following criteria:

a. The activity is conducted entirely within a completely enclosed dwelling unit and entails neither the use of more than 20% of the usable floor area of that dwelling unit nor any garage (detached or attached) or other building or structure accessory to the principal building;

* * * *

c. The activity does not entail any advertising, display or other indications of a home occupation, business, professional, trade or occupational use of the property, except as permitted by Section 18.50E of this ordinance;

* * * *

f. No clients, patrons, salespersons, or other commercial invitees visit the premises except between the hours of 8:00 a.m. and 9:00 p.m., and no more than ten (10) vehicles visit the premises during that period, with no more than two (2) vehicles visiting at one time; provided further, that massage establishments, as defined in Section 2.08 of this ordinance,

shall be strictly prohibited in all R-1, R-2, R-3, R-4 and R-5 districts, as permitted or waiver uses;" (Emphasis added).

Section 4.03 addresses waiver uses and, in pertinent part to the issue at hand, states:

"Section 4.03 Waiver Uses. (amendment citations omitted.) The following uses are permitted upon review and submission of findings by the City Planning Commission and approved by the City Council. Such use shall be approved only if the proposal for such use complies with the special requirements and regulations provided therefor and with the standards set forth in Section 19.06 of this ordinance.

* * * *

(g) Bed and breakfast establishments provided that:

(1) Such use shall be located on a lot or parcel of no less than one-half (1/2) acre in area or in a residential structure containing no less than two thousand (2,000) square feet of living space.

(2) Off-street parking shall be provided in the rear or side yard, behind the front building setback line, in an amount equal to one (1) parking space per bedroom. For parcels abutting an exterior side street, parking shall not be closer to the street than the principal structure. Such parking lot shall be improved with a minimum of four (4) inches of concrete or plant mixed asphalt. Natural screening by use of plant material or other screening by use of fencing shall be utilized to screen parking areas from adjoining residential properties.

(3) Such use shall have direct access to a public street having an existing or planned width of at least eighty-six (86) feet or more as designated on the Master Thoroughfare Plan.

* * * *

(16) All bed and breakfast establishments shall be required to obtain a business license under Chapter 5.42 of the Livonia Code of Ordinances and shall not conduct operations until such license has been obtained pursuant to that chapter. All bed and breakfast operations shall submit to annual inspections by the Building and Fire Departments. Renewal of a business license shall be contingent upon compliance with applicable codes, as verified by such inspectors." (Emphasis added).

LIVONIA CODE OF ORDINANCES

As stated above, a bed and breakfast establishment must be licensed under chapter 5.42 of Title 5 of the Livonia Code of Ordinances. With respect to rental dwellings, the ordinance contains the following definitions:

"5.42.010 - Definitions.

The following words and phrases, when used in this chapter shall, for the purpose of this chapter, have the meanings respectively ascribed to them in this section, as follows:

* * * *

F. "Lodginghouse" means a building or part thereof, other than a hotel, where lodgings are provided for hire more or less transiently without provisions for meals.

* * * *

J. "Rental unit" means a single housekeeping unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

K. "Roominghouse" means any building occupied as a home or family unit where a certain room or rooms, in excess of those used by members of the immediate family, are leased or rented to one (1) or more persons and occupied by four (4) or more persons not members of the family. The term "roominghouse" also includes tourist homes, bed and breakfast establishments, and tourist accommodations other than motor courts. . . ."

5.42.020 Provides that rental units in the City must be licensed:

"No person shall lease, rent, use, operate or occupy or cause to be leased, rented, used, operated or occupied, any building, structure, premises, or part thereof within the city as a one-family rental dwelling, two-family rental dwelling, multiple-family rental dwelling, hotel, lodginghouse, roominghouse or motor court, or any combination thereof, unless there is in his or her possession and posted on such building, structure or premises, in a conspicuous place, an unrevoked license of current issue as provided in this chapter." (Emphasis added).

Section 5.42.065 addresses license inspections of rental units and states, in relevant part, as follows:

“(a) Initial license inspections shall be scheduled by the city officials subsequent to the registration of a rental dwelling as follows:

(1) All newly constructed rental dwellings and rental units shall be scheduled for an initial license inspection at the time the building is scheduled for a final inspection to obtain a certificate of occupancy as required under the building code.

(2) All existing non-rental structures which are converted to rental dwellings and rental units shall be scheduled by the owner or manager for an initial license inspection within thirty (30) days of the date that structure is converted to a rental dwelling.

* * * *

(b) Periodic compliance inspections shall be scheduled by the building official for registered rental dwellings and rental units prior to the expiration of the existing license as outlined in this chapter. Failure of the building official to conduct a periodic compliance inspection prior to the expiration of a certificate of compliance, which failure is not due to any actions of the owner, agent or tenant, shall result in the owner or agent being permitted to let for occupancy the rental dwellings and rental units until the building official has conducted an inspection.

(c) Non-periodic compliance inspections will be scheduled as soon as practical by the building official:

(1) Upon receipt of a complaint from an owner, agent, occupant or citizen who would have occasion to be aware that the rental dwelling or rental unit is in violation of this chapter.

(2) Upon receipt of a report or a referral from any city department, public or private school or other public agency.

(3) Upon receipt of knowledge that a rental dwelling is not registered with the city as required by this chapter. . . . (Emphasis added).

“HOMESTEAD EXEMPTION”

The “homestead” exemption is contained within the General Property Tax Act, Public Act 206 of 1893, as amended, MCLA 211.1 *et seq.* MCLA 211.1 provides that “all property,

real and personal, within the jurisdiction of this state, not expressly exempted, shall be subject to taxation.” Section 7 sets forth a number of circumstances under which real property may be exempt, in whole or in part, from the tax levied by a local school district for school operating purposes. MCLA 211.7.

Section 7a defines “homestead” as follows:

“(c) ‘Homestead’ means a dwelling or a unit in a multipurpose or multidwelling building which is subject to ad valorem taxes and which is owned and occupied as the principal domicile by the owner thereof.

When a homestead is an integral part of a larger unit of assessment such as commercial, industrial, developmental, residential, timber cutover, or a multipurpose or multidwelling building, the tax on the homestead shall be the same proportion of the total property tax as the proportion of the value of the homestead is to the total value of the assessed property.” MCLA 211.7a

MCLA 211.7cc sets forth a number of exemptions, including specific provisions addressing “bed and breakfast”. MCLA 211.7cc(16) recognizes premises used for multiple purposes and states:

“(16) Except as otherwise provided in subsection (30), if the principal residence is part of a unit in a multiple-unit dwelling or a dwelling unit in a multiple-purpose structure, an owner shall claim an exemption for only that portion of the total taxable value of the property used as the principal residence of that owner in a manner prescribed by the department of treasury. If a portion of a parcel for which the owner claims an exemption is used for a purpose other than as a principal residence, the owner shall claim an exemption for only that portion of the taxable value of the property used as the principal residence of that owner in a manner prescribed by the department of treasury.” (Emphasis added).

With regards to property used as a “bed and breakfast”, MCLA 211.7cc (30) – (33) state:

“(30) For a parcel of property open and available for use as a bed and breakfast, the portion of the taxable value of the property used as a principal residence under subsection (16) shall be calculated in the following manner:

(a) Add all of the following:

(i) The square footage of the property used exclusively as that owner's principal residence.

(ii) 50% of the square footage of the property's common area.

(iii) If the property was not open and available for use as a bed and breakfast for 90 or more consecutive days in the immediately preceding 12-month period, the result of the following calculation:

(A) Add the square footage of the property that is open and available regularly and exclusively as a bed and breakfast, and 50% of the square footage of the property's common area.

(B) Multiply the result of the calculation in sub-subparagraph (A) by a fraction, the numerator of which is the number of consecutive days in the immediately preceding 12-month period that the property was not open and available for use as a bed and breakfast and the denominator of which is 365.

(b) Divide the result of the calculation in subdivision (a) by the total square footage of the property.

(31) The owner claiming an exemption under this section for property open and available as a bed and breakfast shall file an affidavit claiming the exemption within the time period prescribed in subsection (2) with the local tax collecting unit in which the property is located. The affidavit shall be in a form prescribed by the department of treasury.

* * * *

(33) As used in this section:

(a) "Bed and breakfast" means property classified as residential real property under section 34c that meets all of the following criteria:

(i) Has 10 or fewer sleeping rooms, including sleeping rooms occupied by the owner of the property, 1 or more of which are available for rent to transient tenants.

(ii) Serves meals at no extra cost to its transient tenants.

(iii) Has a smoke detector in proper working order in each sleeping room and a fire extinguisher in proper working order on each floor.

(b) "Common area" includes, but is not limited to, a kitchen, dining room, living room, fitness room, porch, hallway, laundry room, or bathroom that

is available for use by guests of a bed and breakfast or, unless guests are specifically prohibited from access to the area, an area that is used to provide a service to guests of a bed and breakfast. . . .”

MCLA 211.34c (2)(e) defines residential property as:

“(e) Residential real property includes the following:

(i) Platted or unplatted parcels, with or without buildings, and condominium apartments located within or outside a village or city, which are used for, or probably will be used for, residential purposes.

(ii) Parcels that are used for, or probably will be used for, recreational purposes, such as lake lots and hunting lands, located in an area used predominantly for recreational purposes.

(iii) For taxes levied after December 31, 2002, a home, cottage, or cabin on leased land, and a mobile home that would be assessable as real property under section 2a except that the land on which it is located is not assessable because the land is exempt.”

Line 12 on the Department of Treasury’s “Principal Residence Exemption Affidavit” provides for the proration of a property’s use as the owner’s principal residence in relation to its use for other purposes. The instructions for line 12 contained on the reverse side of the affidavit state:

“**Line 12:** If you own and occupy the entire property as a principal residence, you may claim a 100 percent exemption. If you own and live in a multi-unit or multi-purpose property (e.g., a duplex or apartment building, or a storefront with an upstairs flat), you can only claim a partial exemption based on that portion that you use as a principal residence. Please consult your local assessor to determine the percentage of the exemption the owner is allowed to claim in these situations.

* * * *

If you rent part of your home to another person, you may have to prorate your exemption. If your home is a single-family dwelling and less than 50 percent of your home is rented to others who use it as a residence, you may claim a 100 percent exemption. If 50 percent or more is rented to others who use it as a residence or if part of the home was converted to an apartment with a separate entrance, you must calculate the percentage that is your principal residence by dividing the floor area of your principal residence by the floor area of the entire building.”

DISCUSSION

First, it should be quite evident that an "airbnb" is nothing more than a repackaged reference for a "bread and breakfast". The commonly used reference for a bed and breakfast is "B & B". Second, regardless of whether Mr. Kennedy serves or doesn't serve his "transient tenants" breakfast or food is irrelevant. The only relevance is that any food offered by the bed and breakfast host must be at no extra cost to the "transient tenant." Otherwise, the building constitutes a "hotel" and requires licensing by the Wayne County Health Department under, at a minimum, the "Food Act" and "Grade A Milk Law".

Based upon the facts known to the City, the homeowner's use of the subject property as an "airbnb" violates various ordinances and statutes addressing property usage. According to zoning ordinance 4.02, a permitted use of a building in a district zoned R-1 would be "one family dwellings". Unless otherwise permitted, home occupation in an R-1 district prohibits the homeowner from having business clients or commercial invitees visiting the premises between the hours of 9:00 p.m. and 8:00 a.m. the following morning. Section 4.02 (a)(3).

Section 4.03 provides that the Planning Commission may recommend, and City Council may approve, a waiver allowing a homeowner to conduct a "bed and breakfast" in an R-1 district **if** the home/dwelling is located on a lot or parcel "of no less than one-half (1/2) acre" **OR** in a residential structure "containing no less than 2,000 square feet." The subject property fails to satisfy either of these requirements. According to Building Department records, the lot in question measures 45.0 feet wide by 135.0 feet deep (5,850 square feet) which equates to less than .13 acre and therefore substantially smaller than the 1/2 acre lot requirement. Furthermore, the house on this lot measures 1,069 square feet which is also substantially smaller than the 2,000 square foot requirement. Therefore, under either criterion, it is a violation for Mr. Kennedy to operate a "bed and breakfast" on the subject property.

Even if the subject property satisfied the lot size and dwelling size requirements, section 4.03(g)(16) of the Zoning Ordinance requires all bed and breakfast establishments to: (1) obtain a business license; and (2) submit to and pass annual inspections by the Building and fire Departments. There is no evidence that Mr. Kennedy ever had his home inspected or that he obtained a business license before advertising and conducting a bed and breakfast business in his home.

Similar to the Zoning Ordinance, the Livonia Code of Ordinances requires that **no one** may lease or rent a building, or any part of a building (including homes), as any type of rental unit (including as a "lodginghouse" or "roominghouse") without obtaining a license that is displayed "in a conspicuous place" within the building. 5.42.020. Furthermore, for circumstances similar to the one in question, i.e. where Mr. Kennedy began using his home as a bed and breakfast (or other type of rental unit) business after having purchased and used it for the past 18 years as his personal residence, section 5.42.065 requires that

the homeowner must have the inspection and obtain his/her license "within thirty (30) days of the date that the structure is converted to a rental dwelling."

With respect to the "homestead exemption," the Assessor's records indicate that Mr. Kennedy has been claiming 100% of the property as his homestead through 2018. Because the homeowner is using the property as a "bed and breakfast", we must look to the formula laid out in MCLA 211.7cc (30) – (33) to determine whether all, any, or none of the property qualifies for the exemption.

As stated at the beginning of this memorandum, the subject home measures 1,069 square feet. Although there is a drawing/sketch of the building in the Building Department's records, it does not include any references to the number of bedrooms, the sizes of the bedrooms, or if the homeowner has a private bathroom that is off limits to the guest(s). Therefore, the following is based solely on presumptions.

Based upon the photograph of the subject property in the Building Department's records, as well as reference to Google Maps in order to discern the lay out of the property, it appears that the bedrooms are in the back of the home. The drawing and aerial photographs reflect a patio on the north side of the home that is accessed by a door wall. Based upon the sketch, it would appear that a bedroom is located in the northeast corner of the bedroom measuring 10.5 feet by 16 feet (168 square feet). According to Mr. Kennedy's "airbnb" advertisement, there is 1 bedroom available for up to 3 guests (1 queen bed and an air mattress available) to rent along with 1 ½ shared bathrooms. Under the heading of "house rules", it appears that guests have the use of the entire home (presumably excluding the homeowner's bedroom) because of the homeowner's comments about the lower kitchen cupboards containing cleaning products not being secured (as a warning for guests with children or pets) and that the living room "has electronics near the floor".

Using the formula contained within MCLA 211.7cc(30)(a) for calculating the percentage of the subject property's use that the homeowner can claim the homestead exemption on, I have assumed (due to the absence of a floor plan) that the square footage of the property exclusively used by Mr. Kennedy is 200 square feet. That would leave a "common area" of 869 square feet. Fifty percent of the common area is therefore roughly 434 square feet. Adding that number to the 200 square feet exclusively within the homeowner's use is 634.5 square feet. Subsection (b) then directs that this result be divided by the total square footage of the property (1,069) which calculates to just over 59%. This means that approximately 59% of Mr. Kennedy's home is taxable as his principal residence – or stated another way, that 41% of his home is being used as rental property.

After making the above calculations, the instructions for line 12 on the PRE affidavit state "[i]f your home is a single-family dwelling and less than 50 percent of your home is rented to others who use it as a residence, you may claim a 100 percent exemption." As I read

To: Honorable Members of the Council
Re: Proposed Amendment to Section 010 and Adding Section 016
To Chapter 42 of Title 5 of the Livonia Code of Ordinances

March 21, 2019
Page 13

the instructions, because 59% of the Flamingo property qualifies as Mr. Kennedy's principal residence, he may continue claiming a 100% homestead exemption.

CONCLUSION

Mr. Kennedy is illegally using his home as a "bed and breakfast". Although a homeowner may seek and obtain a waiver from City Council allowing for the use of a residence as a bed and breakfast within an R-1 district, there are specific lot size and/or dwelling size requirements that must be met before the waiver would or could be granted. None of those requirements have been satisfied here.

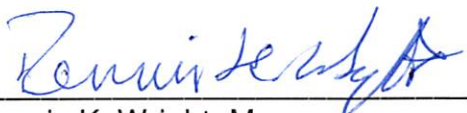
Even if Mr. Kennedy's property met the eligibility criteria, his home has never been inspected by the Fire and Building departments, much less passed these inspections. And, if the home passed these inspections, Mr. Kennedy has failed to obtain a business license from the City Clerk. For this myriad of reasons, and those laid out above, Mr. Kennedy should be cited by the Building and Fire Departments for the improper use of his home, and his operation as a bed and breakfast terminated.

Accordingly, attached please find a proposed ordinance amendment defining "short-term rentals" and adding a new section prohibiting short-term rentals in the City of Livonia.

Provided that you concur with these changes, the proposed Code amendments are ready to be offered for first reading. If you have any questions, please do not hesitate to contact the Law Department.

Approved for submission:

Very truly yours,



Dennis K. Wright, Mayor



Paul A. Bernier, City Attorney



Leo D. Neville, Assistant City Attorney

LDN/bks

cc: Mayor, Clerk, Council, Finance, Inspection, LPD, LFD

AN ORDINANCE AMENDING SECTION 010 AND ADDING SECTION 016 OF TITLE 5, CHAPTER 42 (HOTELS, MOTOR COURTS, LODGINGHOUSES, ROOMING-HOUSES, ONE-FAMILY RENTAL DWELLINGS, TWO-FAMILY RENTAL DWELLINGS AND MULTIPLE-FAMILY RENTAL DWELLINGS) OF THE LIVONIA CODE OF ORDINANCES, AS AMENDED.

THE CITY OF LIVONIA ORDAINS:

Section 1. Section 010 of Title 5, Chapter 42, of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

5.42.010 - Definitions. The following words and phrases, when used in this chapter shall, for the purpose of this chapter, have the meanings respectively ascribed to them in this section, as follows:

- A. *"Agent"* means any person authorized by the owner who has charge, care or control of a rental dwelling or rental unit which is let or offered for occupancy. The owner must officially notify the city of any agent authorized to act on his behalf. The owner may authorize a tenant to act as agent for a rental dwelling or rental unit.
- B. *"Applicable codes"* mean the current fire prevention, building and property maintenance codes adopted by the city, including definitions and applicable terms, and other city ordinances.
- C. *"Dwelling unit"* means a single unit providing complete independent living facilities for one (1) or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. This shall include any area within the building that contains mechanical equipment for the rental unit, hallways or other spaces that serve the rental unit, and the premises of the rental dwelling.
- D. *"Family"* means any number of persons living together in a single dwelling unit comprising a single housekeeping unit and related by blood, marriage, adoption, or any unrelated person who resides therein as though a member of the family and including the domestic employees thereof, or a group of not more than five (5) unrelated individuals living together as a single housekeeping unit.

- E. *"Hotel"* means a building or part thereof occupied as the more or less temporary abiding place of individuals, in which the rooms are rented or leased singly for hire, and in which rooms no provision for cooking is made, and in which building there is a general kitchen and dining room for the accommodation of the occupants.
- F. *"Lodginghouse"* means a building or part thereof, other than a hotel, where lodgings are provided for hire more or less transiently without provisions for meals.
- G. *"Motor court"* means any establishment in which individual cabins, courts or similar structures or units are let or rented to transients for periods of less than one (1) month. The term "motor court" includes tourist cabins and motels.
- H. *"Multiple-family rental dwelling"* means a building containing three (3) or more dwelling units arranged either side by side and/or one (1) above the other, each unit occupied as a single housekeeping unit by a single-family or functional family.
- I. *"One-family rental dwelling"* means a building containing one (1) dwelling unit promised and/or leased to a single family not occupied by the owner.
- J. *"Rental unit"* means a single housekeeping unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.
- K. *"Roominghouse"* means any building occupied as a home or family unit where a certain room or rooms, in excess of those used by members of the immediate family, are leased or rented to one (1) or more persons and occupied by four (4) or more persons not members of the family. The term "roominghouse" also includes tourist homes, bed and breakfast establishments, and tourist accommodations other than motor courts.
- L. *"Short-term rental"* means a lodging use, other than a hotel or motel, in which a dwelling unit, or any portion thereof, is offered or provided for rent by the owner for a period of fewer than 30 consecutive days. A dwelling unit, or any portion thereof, that is used by the same person or persons for 30 or more consecutive nights is not a short-term rental.
- M. *"Short-term rental operator"* means any person who is the owner of a dwelling unit, or any portion thereof, who offers or provides that dwelling unit, or any portion thereof, for short-term rental use, or a person who is the tenant of a dwelling unit, or any portion thereof, who offers or provides that dwelling unit, or any portion thereof, for short-term rental use.

N. "Short-term rental platform" or "platform" means a person or entity that provides a means through which an operator may offer a dwelling unit, or any portion thereof, for short-term rental use, or which a bed and breakfast operator may offer a bed and breakfast unit, and from which the person or entity financially benefits. This includes, but is not limited to, online platforms such as "aidbnb", "VBRO", "HomeAway" or other similar rental websites.

LQ. "Two-family rental dwelling" means a building containing two (2) dwelling units promised and/or leased to two (2) separate families, respectively, with at least one (1) unit not occupied by the owner.

Section 2. Section 016 is hereby added to Title 5, Chapter 42, of the Livonia Code of Ordinances, as amended, which section shall read as follows:

5.42.016 – Short-term rentals prohibited. It shall be unlawful for any person or entity to conduct business as a short-term rental operator, or to operate a dwelling unit, or any portion of a dwelling unit, directly or through a short-term rental platform, as a short-term rental within the City of Livonia.

Any person in violation of this section shall be deemed to have committed a civil infraction and shall be ordered to pay a civil fine of one hundred dollars (\$100.00), plus costs. Any person in violation of this section for a second or subsequent offense shall be guilty of a misdemeanor.

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

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

Regular Meeting Minutes of February 11, 2019

On a motion by Bahr, supported by White, and unanimously adopted, it

was:

MISC

Request reports and recommendations from the Law Dept and refer to Committee of the Whole regarding appropriate regulations and ordinances in connection with short-term housing rentals
Referred to Law Dept and Committee of the Whole

#30-19 RESOLVED, that upon the motion by Councilmember Scott Bahr, seconded by Councilmember Cathy White, at the Regular Meeting held February 11, 2019, the Council does hereby refer the subject matter of appropriate way(s) to regulate short term housing rentals to the Law Department for its report and recommendation and the subject matter of appropriate regulations and ordinances in connection with short term housing rentals to the Committee of the Whole for its report and recommendation.

During Audience Communication DeAndrea Foisy, 18914 Flamingo, Livonia came to the podium and stated she has lived in Livonia for 32 years, raised two children, loves the community, the neighbors, the parks and excellent schools. She volunteers and teaches her children to give back. She stated her concerns about the airbnb in her neighborhood. She urged Council to take a look at the issue and make policies concerning same.

Michael Somerville, 18890 Flamingo, Livonia, came to the podium to address Council about the airbnb in his neighborhood and his concerns about it.

Bill Funderburk, 17233 Laurel Drive, Livonia, addressed Council about his concerns with the number of deer in his neighborhood.

Valerie Winesdorffer, 37782 Myrna Street, Livonia, came to the podium to address Council about her concerns with the airbnb on Flamingo.

Councilmember McIntyre stated that there is legislation pending at the State level that would prohibit municipalities from banning airbnbs. In other words the State is contemplating telling all communities that you can't do anything to block airbnbs, not specifically airbnbs but short term rentals. She encouraged people that have concerns to contact their State Senator and State Representative and let them know you are strongly opposed to any involvement by the State Government to legislate directives on this issue.

Following discussion by Council, a roll call vote was taken on the motion by Bahr, supported by White, with the following result:

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

NAYS: None

The President declared the resolution adopted.

2019
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11

*Regular Meeting Minutes of February 11, 2019***AUDIENCE COMMUNICATION (Regular Meeting of February 11, 2019)**

Motion by: Jolly
Seconded by: Meakin

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

Nays: None
Absent: None

We the undersigned residents of Flamingo street in Livonia, oppose the airbnb being run by Jim Kennedy at 18938 Flamingo Livonia MI 48152. We are opposed to this type of business in our residential neighborhood due to increased traffic by unknown/unvetted strangers, it also infringes upon our privacy, safety and security. Please review his ad on the airbnb website and you will see his room is set up like a hotel room, he charges \$25.00 per night with check in time from 3-11 pm. We ask that city develops an ordinance to prevent this sort of business in our residential neighborhoods to protect its residents and our property values. Thank you.

Name /Signature

Address

Email

1. Elmya / Elaine Yates 18952 Flamingo exates2013@gmail.com
2. Marilyn Smith 18978 Flamingo MBASSE4321@hotmail
3. Ed Van Lersch 18964 Flamingo lme50@yahoo
4. Joel Van Lersch 18904 FLAMINGO ~~Lersch~~ JUANASSCHE@MI.RR.com
5. Michelle Quinley 18523 Hillcrest Livonia MI michelle.l.quinley@gmail.com
6. Phillip Quinley 18523 Hillcrest, Livonia, 19quinley@outlook.com
7. Francesca Somerville 18890 Flamingo Blvd bellartallan87@gmail
8. Michael Somerville 18890 Flamingo Blvd gardencityfive@gmail.com
9. Andrea Daisy 18914 Flamingo Blvd Livonia 48152 deforsy@yahoo.com
10. Danielle Smith 18926 Flamingo Blvd, Livonia, 48152 dw3627@gmail.com
11. Patrick Smith 18926 Flamingo Blvd Livonia 48152 patrick.smith@gmail.com
12. Anastasia Zeman 18406 Melvin Livonia MI 48152 anastasiabrown@gmail.com
13. Seesom Naurie 18873 Flamingo Livonia MI 48152
14. Christ V. Naurie 18873 Flamingo Blvd Livonia, MI 48152-3331
15. Sebastian R. Bullockton 18901 Flamingo Blvd Livonia MI 48152
16. Janice 18959 Flamingo Livonia MI 48152 mrlance1312@gmail.com
17. [Signature] 19005 Flamingo
18. [Signature] 19019 Flamingo Blvd, Livonia, MI
19. [Signature] 19019 Flamingo Blvd Livonia MI
20. [Signature] 19019 Flamingo Blvd Livonia MI
21. [Signature] 19019 Flamingo Blvd Livonia MI
22. Mark Biddings 19027 Flamingo Liv. Mich.

23. Dolores Horner 19028 Flamingo Blvd BURGORMANN55@yahoo.com
24. Lawrence W. Lawton 19028 Flamingo Blvd NAMROGL@yahoo.com
25. Giovanna Roncone 18564 Flamingo
26. William Sabato 18301 Hillcrest St. 48152 wpsab@yaho.com
27. ~~Maya J. Swift~~ 18961 Hillcrest Livonia, MI 48152 ~~mswift315@yahoo.com~~
28. Mr. Quill 18909 Flamingo Blvd Livonia MI 48152
29. Janice Clinier 1885 Flamingo Blvd Livonia 48152
30. Chris Cogel 18861 FLAMINGO BLVD LIVONIA 48152
31. Tim Hedrickson 18866 Flamingo
32. Neil Parks 18878 Flamingo Blvd Livonia MI 48152
33. Sharon Dackinger 18849 Flamingo Blvd Livonia MI 48152
34. MICHAEL D Conroy-18956 FLAMINGO-LIVONIA, 48152
35. _____
36. _____
37. _____
38. _____
39. _____
40. _____

See and
attached
petition.

There ~~were~~ ^{was} two
of us collecting
signatures

We the undersigned residents of Flamingo street in Livonia, oppose the airbnb being run by Jim Kennedy at 18938 Flamingo Livonia MI 48152. We are opposed to this type of business in our residential neighborhood due to increased traffic by unknown/unvetted strangers, it also infringes upon our privacy, safety and security. Please review his ad on the airbnb website and you will see his room is set up like a hotel room, he charges \$25.00 per night with check in time from 3-11 pm. We ask that city develops an ordinance to prevent this sort of business in our residential neighborhoods to protect its residents and our property values. Thank you.

Name/Signature

Address

Email

1. Catharine Costard / Cath Costard 18563 Flamingo Livonia
2. Judy Stinson 18660 Flamingo Livonia jstmc@sbcglobal.net
3. ~~John P. Smith~~ 18645 Flamingo Livonia ~~by~~
4. ~~John P. Smith~~ 18645 Flamingo Livonia ~~by~~
5. David E. Bell 18688 Flamingo Blvd. Livonia, MI 48152
6. Sofia Korostetska 18740 FLAMINGO, MI
7. Rashida West 18753 Flamingo Blvd. MI 48152
8. Katherine Cristini 18540 Flamingo Blvd MI 48152
Katherine.Cristini@gmail.com
9. Adam Dancheck 18557 Flamingo Blvd adamdancheck@gmail.com
10. Geoff Kelly 18726 Flamingo Geoff@gmail.com
11. _____
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17. _____
18. _____
19. _____

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Tessa hosts in London to earn extra money.

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Your questions answered

Who

How much does it cost to list my space?

What

Signing up for Airbnb and listing your home is completely free. Once you receive a reservation, we charge an Airbnb service fee for hosts, generally 3%, to help cover the cost of running of the business.

How

What protection do I have against property damage?

How should I choose my listing's price?

How can Airbnb help me with setting prices?

More about hosting



Monthly potential @ \$1,254

[Get started](#)

Sorry my printer was on the

the date upon which licensee first had notice or knowledge of the existence of the same. Where food is served to guests in any premises, the licensee shall be subject to and shall fully comply with all provisions of Ordinance No. 9 set out at _____ of this Code, except that bed and breakfast establishments shall only be subject to the provisions contained in Sections _____ through _____ and Sections _____ through _____ of this Code.

(Ord. 2847, § 1, 2013)

5.42.150 - Record of occupants required.

Every licensee shall maintain a record in which shall be entered the name, date(s) of occupancy, number or other identification of the portion of the premises occupied, and home address of any occupant, other than occupants listed, pursuant to _____ of this Code, in the application for license. The record shall also show the make and license number of any motor vehicle owned or used by each occupant. The record shall be submitted upon demand to any official or police officer of the city or to any police officer of the state. The same shall constitute a public record. It shall be a violation of this chapter for any person to enter in such record or to give for the purpose of being entered in such record any false information. Knowing or having reasonable cause to believe such information to be false, the licensee or his employee shall notify the police department of such fact, and failure to do so shall be grounds for revocation of his license. This section shall not apply to one-family rental dwellings, two-family rental dwellings, or multiple-family rental dwellings.

(Ord. 2847, § 1, 2013)

5.42.160 - Rental restrictions.

No room or unit of premises licensed under the provisions of this chapter shall be rented or let for a period of less than twenty-four (24) hours, nor shall any such room or unit be rented or let to more than one (1) tenant for each twenty-four-hour period. The right to occupy any such room or unit shall not be assigned, transferred or sublet. No licensee shall approve, suffer or permit the assignment, transfer or subletting of any such room or unit. No such room or unit shall be used for gambling, immoral purposes or any other unlawful act. No person shall occupy or use as a guest or a tenant, or be permitted to occupy or use as a guest or tenant, any motel or the accommodations for a period of more than one (1) month in any calendar year.

(Ord. 2847, § 1, 2013)

5.42.170 - Damaging premises or evading rental payment prohibited.

Occupants of such premises shall not do or perform any act therein which will in any way damage the premises, nor shall they permit the occupancy of any room or portion of the premises let to them by persons other than those registered with the licensee, without the express knowledge and consent of the licensee. No person shall vacate any room or any premises or part thereof without having fully paid all items of rental due for his occupancy thereof.

(Ord. 2847, § 1, 2013)

city ordinance

Jimco realises
1-3 guests &
families
He has had
couples, singles &
gardeners
w/ female
friends
according
to his
page.
Check in 4-11pm
check out 11am
is less than
24 hrs

'It is predatory'

Miami Beach Mayor Dan Gelber said situations like this are common and not good for the city. Officials from other large cities also have seen similar problems.

"We're seeing commercialized, predatory companies that are trying to commercialize our residential communities in ways that are damaging to our citizens and our residents and our quality of life," Gelber told CNBC. "It is predatory."



CNBC

Miami Beach Mayor Dan Gelber

"It's people taking very nice properties, buying them and turning them into essentially a flophouse for as many people as they can put in there to extract as much income as they can in the middle of a neighborhood that wasn't zoned for that kind of behavior," the former prosecutor and state representative and senator said.

The city expects it will investigate more than 1,000 complaints of illegal rentals this year, up from more than 800 in 2017. So far this year, \$2.4 million in fines have been issued, records show, but only about \$183,000 has been collected.

"The easiest way to stop all of this is if the home-sharing platforms simply didn't send people into these neighborhoods," Gelber said. "It's just that simple. They're the ones who do it and they claim they have no responsibility because, 'oh, we're just an internet platform.' But they're not."

In an interview with CNBC, Isabel Berney, co-founder and COO of Vacayo, said the company has exited leases in the prohibited zones.

"Right now, we are not entering any additional units in Miami Beach that are not fully compliant," she said.

Berney said she was not aware that Vacayo host Perrea had falsely told code compliance that she was renting the unit to friends. "I mean, she probably was just put on the spot and she was probably scared, and I wasn't aware of what she says."

CNBC reached Perrea who said, "I'm really sorry but I can't take this call right

Where did Airbnb come from?

For those living under a rock, just kidding...for those that don't know, Airbnb is a website that enables "hosts" to rent out their properties to guests.

It started back in 2007 when two guys, Joe Gebbia and Brian Chesky, turned the living room floor of their San Francisco apartment into an "Airbed and breakfast" by providing guests with three air mattresses and homemade breakfast in the morning. The target audience was people who couldn't find other accommodations in the city.

airbnb
definition

By 2008, Nathan Blecharczyk joined the team, and the website was launched. Shortly after, Airbedandbreakfast.com became Airbnb.com. By 2011, the company began expanding overseas. And by 2017, the company was valued at 31 billion U.S. dollars.

It now has over 4 billion listings worldwide in 191+ countries. On any given night, 2 million people are staying in someone's home on Airbnb (). Quite amazing that it all started with three air mattresses in someone's living room.

This massive adoption has had many impacts on the accommodation industry, travelers, and hosts.

Now, let's take a closer look at the issues that hosts face with protecting their home and property while renting it out.

Does home insurance cover Airbnb rentals?

First, let's try and get some clarity on the issue – does _____ cover Airbnb rentals?

David Cross, Airbnb Superhost and author of the blog, Best Airbnb Hosting Tips, says, "Many home insurance policies do not cover the liabilities that come with short-term rental businesses such as Airbnb."

It is critical to read and understand your current homeowner insurance policy to see if you would be covered in the event you have damages associated with Airbnb."

Cross adds, "It is common that home insurance policies explicitly exclude activities associated with short-term rentals. If you are unclear about your home insurance policy, call and ask about what is and isn't covered."

Kyle Wiseman, CEO, and Founder at Wiseman Financial Solutions, explains, "If you rent frequently, it's likely your company will decline your claim if it's more of a rental dwelling than a

Liam Neeson confesses he
roamed streets looking for
random black man to kill...



Army vet shoots girlfriend
and kills her 5-year-old son,
broadcasts suicide on...



Yankees are content without
Manny Machado or Bryce
Harper, says Aaron Boone...

CRIME

Airbnb guest charged with sexual assault after climbing naked into bed of host's 7-year-old daughter

By MINYVONNE BURKE

LATEST

Three charged in
death of 7-year-
old Wisconsin
boy allegedly
punished for not
knowing Bible
verses



An Airbnb guest was arrested after a Minnesota host
found the man naked in bed with his young daughter.

The homeowner, who was not identified, called police
Sunday night to report that Derrick Aaron Kinchen had
allegedly tried to sexually assault his 7-year-old
daughter.

According to KARE, a criminal complaint states that
Kinchen was renting a room in the family's Minnetonka

Virginia state
trooper killed
during shootout
as authorities
tried to serve
drug-related
search warrant

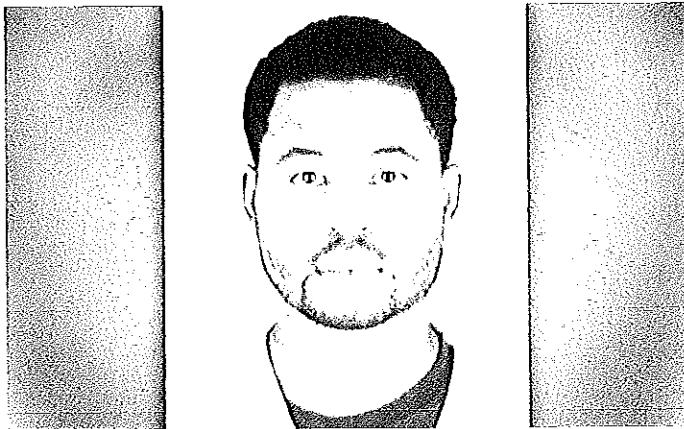


the parents' bedroom, where the little girl was sleeping, and climbed into the bed.

The host said when he noticed the lights were on in the master bedroom he went to investigate and found Kinchen naked next to the girl. The host allegedly told authorities that his daughter's nightgown had been pulled up.

The homeowner said he started yelling and Kinchen grabbed his suit jacket, wallet and ran from the house.

Kinchen was found hiding in a neighbor's fishing boat. He was hospitalized after being bitten by a police K-9.



Dalton, who fatally shot six people in Michigan, sentenced to life in prison without chance of parole

The little girl was taken to Children's Hospital for an evaluation. According to investigators, she said she woke up when Kinchen entered her parents' bedroom.

The girl said Kinchen allegedly whispered something to her and then got in the bed. The criminal complaint states that Kinchen pulled the child's underwear down but she pulled them back up, KARE reports.

Airbnb spokesman Benjamin Breit told the Daily News that all guest and hosts are screened "globally against regulatory, terrorist, and sanctions watch lists." Guests

AS
SEEN
IN:

THE BOSTON
GLOBE

THE NEW YORK
TIMES

USA TODAY

ABC Daily
Telegraph

INDEPENDENT
Global News

Skift OBSERVER

As a result of our study: We've discovered multiple dangerous loopholes in the Airbnb platform

Here's the deal:

The last September, my wife and I experienced two consecutive Airbnb nightmares that left us and our 10-month-old son on the street in Europe for a weekend with no cash and with nowhere to go.

When we got home, we had to ask for help from the police.

In the process of analyzing over 1,000 Airbnb horror stories, we've uncovered what's most likely to go wrong.

We also found:

Airbnb has multiple dangerous loopholes and rooms that are being unbooked. The affects everyone using Airbnb including parents staying in the US.

The study revealed how important it is for us to inform fellow travelers of these possible dangers as a warning. We've already tried to do this on our own but we hope you will take the time to read this article and share with your family and friends before they travel this holiday season.

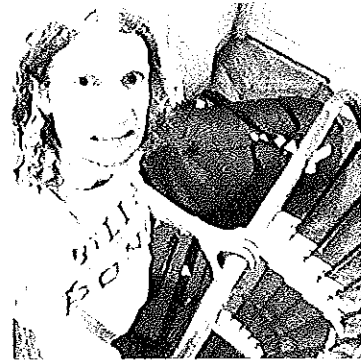


Photo: iStockphoto.com/Andriy Hrytsak
A woman holding a baby in a stroller, looking distressed.

Click below or scroll to learn more

- 1. How many Airbnb horror stories are there?
- 2. What are the most common Airbnb horror stories?
- 3. How many Airbnb horror stories are there?
- 4. What are the most common Airbnb horror stories?

SECTION 1

1021 Airbnb horror stories

As a result of our research, we analyzed a total of 1021 Airbnb horror stories from drop-rating reviews, trip cancellations, bad reviews and directly submitted stories shared by users.

2. The Couch You Don't Want To Sleep On

When you're broke and traveling, a free place to crash is an alluring offer. But sometimes it's hard to tell whether your would-be host is really an affable good Samaritan or a creepy con artist. A mother and her two daughters found this out while using Couchsurfing.com, a site that predates Airbnb, where hosts advertise free or very cheap places to sleep.

In April, a predatory Couchsurfing host was sentenced to six years in prison after he drugged and raped a 16-year-old Australian girl, who was staying in his apartment with her sister and mother. The family thought they could feel safe with the host, since he was a cop. It turned out that he was also a serial rapist who used Couchsurfing to lure women to his home. In response, Couchsurfing said that user safety was a priority and that it was constantly updating its "tools and processes to find and halt abusers" of the system.



3. The Home Invasion with an Invitation

Not all strangers can be trusted in your home. This summer, a San Francisco resident found this out the hard way. A woman who rented a home via Airbnb forced her way into a locked closet and made off with more than \$35,000 in valuables. They were able to give police video of the theft because they, like so



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Luckily, after a 2011 incident in which an Airbnb guest ransacked a host's house, Airbnb's insurance for the most part covers this kind of thing. In response to the burglary this summer, the company said that incidents like this are incredibly rare.

How criminals use Uber, Tinder and Airbnb



Kristen V. Brown

REAL FUTURE ✓



Along with the ability to hail a ride from our phones, the app era has pioneered a great cultural shift, a mass willingness to, say, let a stranger spend the night in our homes or meet up with a cute random guy after just a few texts.

But our newfound propensity for trusting strangers from the internet has also enabled a new approach to crime. You don't have to break into someone's home to rob them anymore. You can just book it for a night on Airbnb.

With background checks, user reviews and finely honed systems of reward and punishment to encourage trust and good behavior, companies like Airbnb and Uber have tried to mitigate the possibilities of these kinds of encounters going sour. The vast majority of the time, people get rides, homes, and action with no problem, but every once in a while, things go very wrong.

Here are some of the ways on-demand apps put new twists on old crimes this year.



MENU



Airbnb vows to crack down on sex traffickers using its properties as brothels

File photo.

Jaap Arriens / File / NurPhoto via Getty Images

Listen

LONDON, Feb 19 (Thomson Reuters Foundation) – Short-term home rental company said on Monday it would invest in new technology to crack down on modern slavery amid concerns that are turning its properties into “pop-up brothels” to sexually exploit vulnerable women and girls.

Airbnb exclusively told the Thomson Reuters Foundation that it has teamed up with anti-trafficking charity Polaris to train its employees, develop new systems and work with the police to spot signs of slavery and prevent people from being trafficked.

The U.S.-based company – valued at about \$31 billion – is part of a growing drive to root out modern slavery from the hospitality sector, mainly the sexual exploitation of women and children.

READ MORE:

Founded in 2008, Airbnb now operates in nearly 200 countries and has facilitated more than 260 million home and room rentals.

“We’re taking a modern approach to combating modern slavery by leveraging the innovation of the sharing economy to better spot and stop potential exploitation ahead of time,” said Nick Shanino, global head of trust and risk management at Airbnb.



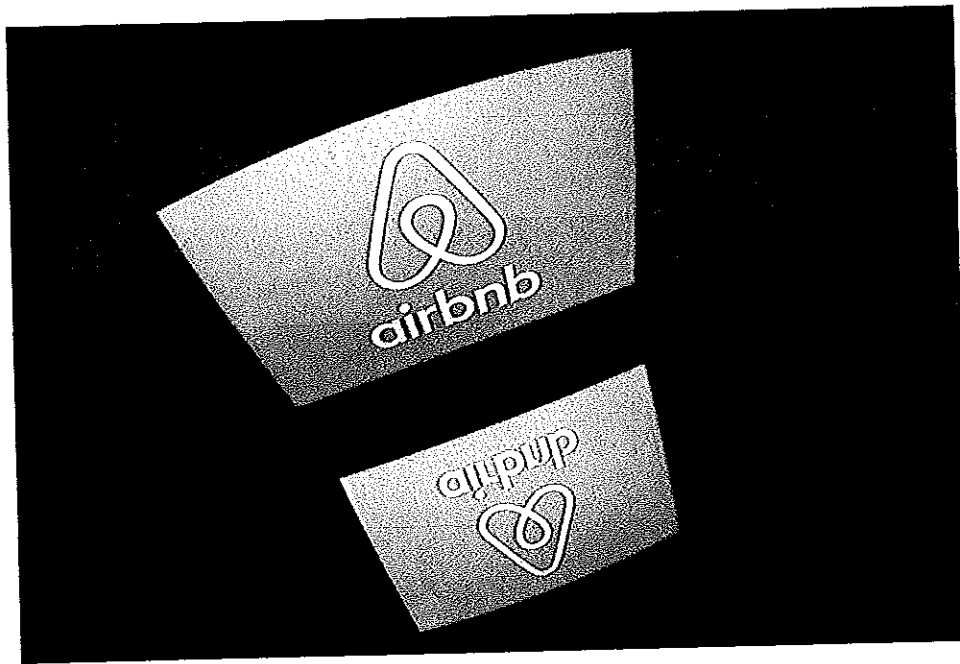
TORONTO

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Airbnb rentals being used for alleged human trafficking: Toronto police



The police said that on May 1, 2017, they found the bodies of a woman and a man who had been killed in a sex trade transaction.

Police said the bodies were found in a room at an Airbnb rental.

MICHELLE MCQUIGGE

THE GLOBE AND MAIL

STAFF WRITER

Toronto police say a recent case of alleged human trafficking is the latest in a growing trend involving people using Airbnb rentals to conduct their illicit transactions.

Det. Sgt. Nunzio Tramontozzi said police have seen a surge in such cases over roughly the past two years.

He said human traffickers may opt to use Airbnb rentals instead of motels or similar venues because of the greater possibility for anonymity.

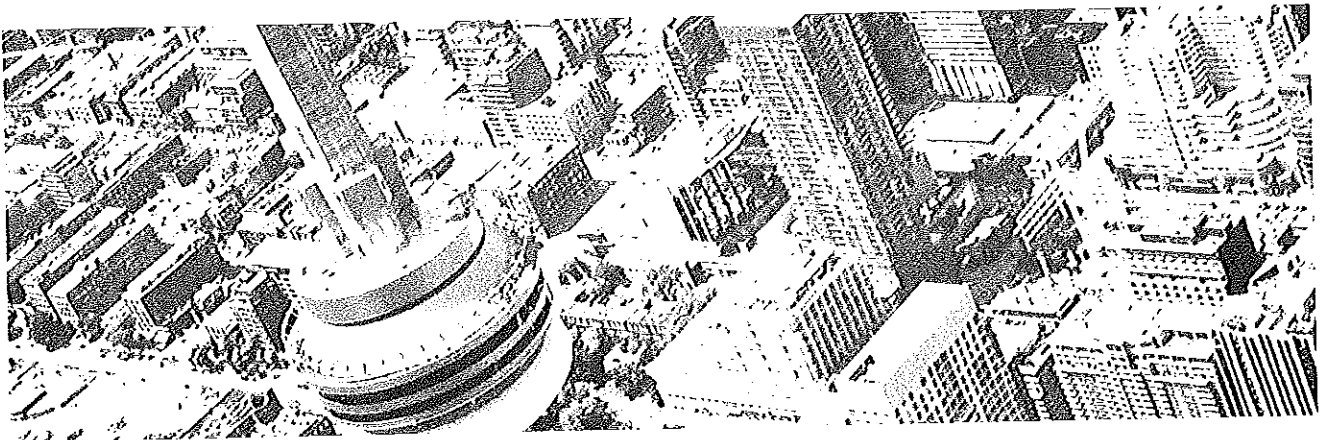
In the most recent case, he alleges two 18-year-old men forced a 19-year-old woman into the sex trade for more than a month, conducting most of their business at various Airbnb properties in the Greater Toronto Area. The teens

face a total of 58 charges, and police say the woman is receiving



Police Are Warning Torontonians That Sex Traffickers Are Using AirBnB As A Way To Capture Victims

The popular accommodation website has a dark side.



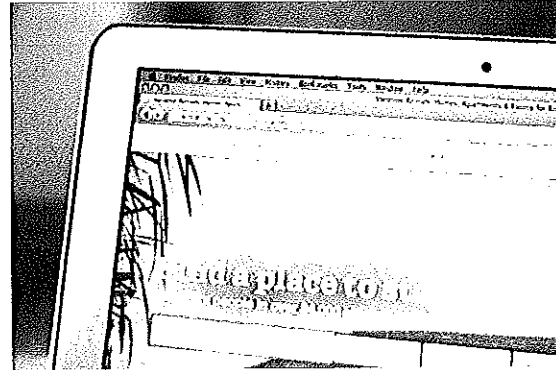
Airbnb has grown to become a massively popular platform where people can put up their homes and apartments for others to use for vacations across the globe. It's no secret the website is especially popular in the Toronto area considering you can snag a steal of a spot anywhere in the city on Airbnb no matter the time or place.

Unfortunately, the popular app has come under fire specifically by Toronto police following some shocking stories that have come out of the woodwork. It all started after Sgt. Nunzio Tramontozzi from the Toronto police force noted that their department has seen a massive growth in human trafficking cases that are connected to Airbnb.

Even worse, Airbnb puts strangers into homes but is indemnified by its users from any liability. This means the company doesn't have to vet anyone. Criminal checks are not undertaken. Identities are not verified, normal practice in hotels. And regular maid and security services with entry privileges are not in place to safeguard others.

A burglar or a pedophile can rent a pad anywhere without questions asked. They can stay in your home, or building, and have access to residents, corridors, stairwells, gym, pool, locker rooms and lounges.

Those who rent Airbnb units are also taking big risks.



Airbnb might inadvertently fix you up in a unit that's owned or rented by a violent person with a key to the place.

Horror stories are starting to appear.

Last spring, one hapless New Yorker rented out his place and was evicted immediately when the landlord found out what he'd done. Another woman rented out her place and returned to find condoms and diaper wipes; her "guest" was a prostitute. Still another came back to a trashed apartment where an orgy had been staged.

This is not just my opinion. Real Estate Board of New York's President Steven Spinola agreed and wrote to me:

We have serious concerns for the safety of residents who live in buildings with apartments that are rented by the day. Hotels correctly are required to have a higher building code standard than residential buildings to protect the public. We also question the appropriateness of purchasers or renters discovering different people moving in and out after correctly assuming they had purchased or rented in a residential building, not a transient hotel.

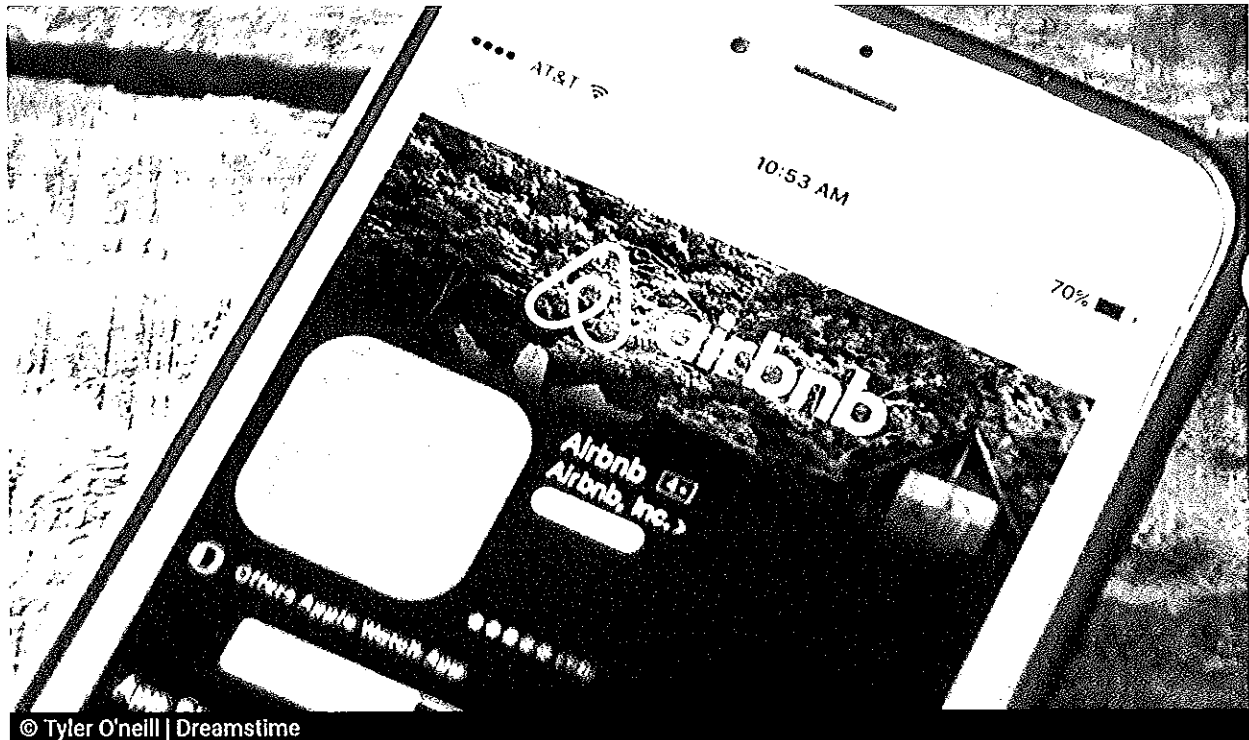
And it's not just Airbnb that's the culprit. Last winter, two luxury condo units in the Worldwide Plaza on West 50th Street were rented out by tenants by the day to hookers. Neighbors complained, management changed and thousands of dollars in fines were levied.

Buildings need to do a better job abiding by the short-term rental restrictions. The "shared economy" is a crock and any entity that collects fees should know their clients, be liable for damages and obey the law.

Good enforcement means good neighbors — or at least less chance of a bad one.

People keep finding hidden cameras in their Airbnb rentals

By Rob Martin, Romancing.com



© Tyler O'Neill | Dreamstime

Security cameras are a great way to protect yourself, but they can also infringe on your privacy if they aren't yours. Hidden cameras are a huge part of the problem, anyone can easily buy them online for very little money.

They can be disguised as a bathroom hook (really creepy!), a smoke detector, or even an alarm clock.



Vacation Rental Problems?

Host Compliance

This is why you need to pay attention to your surroundings when you are staying somewhere other than your own home.

Another Airbnb guest finds hidden cam!

Airbnb has a huge problem on its hands, as renters keep finding secret cameras inside the places they have rented.

For the third time in the last three months, a guest was settling into a rented home when he noticed something odd, a motion detector in the bedroom. At face value, that could mean nothing, the homeowner



REPORT TO THE LIVONIA CITY COUNCIL

Law
March 2, 2021

MEETING DATE

March 22, 2021

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

PROPOSED AMENDMENT TO ZONING ORDINANCE NO 543, AS AMENDED, re: Pet. 2020-12-01-07 submitted by Tiseo Architects, Inc., for a change of zoning of portions of the shopping center property at 19043 through 19053 Middlebelt Road and 29475 through 29493 Seven Mile Road, located on the west side of Middlebelt Road between Clarita Avenue and Seven Mile Road in the Northeast 1/4 of Section 11, from C-1 (Local Business) and P (Parking) to C-2 (General Business) Public Hearing held on March 1, 2021.

BACKGROUND

Proposed Amendment to Zoning Ordinance No. 543, as amended re: Pet. 2020-12-01-07 submitted by Tiseo Architects, Inc. at the March 1, 2021 Public Hearing.

RECOMMENDATION

Submitted for your consideration is the proposed ordinance amendment prepared by the Department of Law, together with the map prepared by the Planning Department.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. PH030121 Petition 2020-12-01-07 Minutes
2. DIRECTION - REZONING - Tiseo Architects
3. Pet 2020-12-01-07 - Tiseo Architects
4. 2020-12-01-07_1st

APPROVED BY

Paul Bernier, City Attorney

Date: March 12, 2021

Maureen Miller Brosnan, Mayor

Date: March 12, 2021

**CITY OF LIVONIA
PUBLIC HEARING**

Minutes of Meeting Held on Monday, March 1, 2021

A Public Hearing of the Council of the City of Livonia was held virtually via ZOOM on **Monday, March 1, 2021**.

MEMBERS PRESENT: Kathleen McIntyre, President
Vice President Scott Bahr
Jim Jolly
Brandon McCullough
Laura M. Toy

MEMBERS ABSENT: Rob Donovic
Cathy K. White

OTHERS PRESENT: Mark Taormina, Director of Economic Development
Paul Bernier, City Attorney
Sara Kasprowicz, Recording Secretary

The Public Hearing was called to order at 7:02 p.m. with President Kathleen McIntyre presiding. This item is regarding **Petition 2020-12-01-07** submitted by Tiseo Architects, Inc., pursuant to Section 23.01(b) of the Livonia Zoning Ordinance #543, as amended, to rezone portions of the shopping center property at 19043 thru 19053 Middlebelt Road and 29475 thru 29493 Seven Mile Road, located on the west side of Middlebelt Road between Clarita Avenue and Seven Mile Road in the Northeast ¼ of Section 11, from C-1, Local Business & P, Parking to C-2, General Business.

This item will move to the Regular Meeting of **March 22, 2021**.

The Public Hearing is now open. There were 9 people in the audience.

McIntyre: We will now call the public hearing on a rezoning petition to order. I don't have a gavel, but I just gaveled the meeting to order at 7:02 PM. The public hearing is now open for comments. Please state your name and address clearly before making your comments. I assume our City Attorney is with us and just for **to** err on the side of caution, I'm going to ask the members of the council and the Elected Officials to state where you're joining us from. I'll start. Kathleen MacIntyre from Livonia, Wayne County, Michigan. Vice President Bahr.

Bahr: Scott Bahr from Livonia, Michigan. Here.

McIntyre: Brandon McCullough?

McCullough: Brandon McCullough, Livonia, Michigan.

McIntyre: Jim Jolly?

Jolly: Present, Livonia, Michigan.

McIntyre: Thank you and I think that's, that's everyone who is on the call from Elected Officials side. All right, at this time, we are open for comments. As I mentioned. Would anyone from the public like to address the Council on this public hearing? I see that we have the Petitioner with us this evening. Council, any questions for the petitioner?

Bahr: Madam President?

McIntyre: Vice President Bahr?

Bahr: Would we typically ask Mark to kind of talk through this?

McIntyre: Yes.

Bahr: When the time is appropriate, I'd be interested in that.

McIntyre: Okay. Mr. Taormina? You're on mute.

Taormina: Let me share my screen if I may, then that way, you'll have a visual, to follow. I hope everyone can see that. This is a rezoning request as was mentioned and property is located at the southwest corner of Seven Mile and Middlebelt Road. This site currently has three zoning classifications, C1, C2 and P which is the designation for the parking district. The proposed changes this evening would place the entire site under the C2 classification. Altogether the site is just under 5.4 acres and the building, the shopping center complex, is just under 57,000 square feet. The main tenants include Pet Supplies Plus and Planet Fitness. You'll recall this center from a fairly recent petition where a bank ATM kiosk was constructed at the South end of the parking lot. The purpose of the rezoning is to facilitate the development of an outlot building that would have drive-through facilities. This would occur in the on the easterly portion of the site along Middlebelt Road, between the Boston Market, which is to the North and the Wendy's restaurant, which is to the South. Both of those are located on adjacent parcels, by the way. Changing the zoning to C2 is necessary since the current parking designation would not allow for buildings or structures. As Council is aware, drive-up operations require waiver use approval. Should this rezoning petition move forward, any proposal to develop the property in question would go through the

waiver use approval process. The new commercial building would occupy an area that measures about 104 feet by 145 feet. Mid-Seven shopping center currently requires about 302 parking spaces. Adding the 2000 square foot outbuilding would increase the required parking to approximately 313 spaces. Right now, the site is conforming. There are 307 spaces available on the site. It's for a very slight surplus. Should this development occur as shown on the plans, that would eliminate about 50 parking spaces. It would cause a parking deficiency of about 42 parking spaces. Planning Commission did review this at a public hearing in January and is recommending approval of the rezoning. Thank you. Just to get everyone familiar with this map, so it may be a little bit difficult to read. This is the outline of the building as it exists today. Middlebelt Road is on the right-hand side of this drawing. The shaded area here would represent the new construction. This is the outlot building. The Wendy's restaurant that was referenced as located offsite here and then the Boston market is located here. So, this would be the new construction.

McIntyre: Councilmember Jolly and then Vice President Bahr.

Jolly: Thank you, Madam President. I'm not opposed to this usage here, but my curiosity is this. We just recently approved a waiver to allow for this drive-up free-standing ATM that's shown here at the bottom of the site plan.

Taormina: Correct.

Jolly: Now we're going through this request for this additional outlet. I think from a practical manner, I would have liked to have kind of had an idea that these were going on at the same time and I'm wondering what, if anything, additional, are they planning? I feel like, you know, we just did this less than a year ago. Or maybe, maybe slightly more than a year ago. I'm not sure. Can you comment on that? You know, well Mark, first off, and then the Petitioner's if they are available.

Taormina: Yes. Thank you. Councilman Jolly. I did not mention that also shown on the site plan, is another drive-up operation here at the South end of the building. Again, this is, would be a completely separate petition that would have to be filed once a user is identified. So, in response to your question. What else is planned for this site? In addition to this outline building. The conceptual plans, they show the potential for a drive-up operation on the South side of the building. Now this is complicated, a little bit more so in that, you know, how do you get access back here? The only way you really achieve access for that part of the site is by, and I'm zooming out. I'm trying to zoom out, is by going all the way around the building. So, that that presents challenges, in terms of access. Interferences with things that occur along the back of shopping centers like dumpsters and loading and unloading areas. Wayfaring or wayfinding, the signage that's needed to

direct traffic. So, this was looked at again, conceptually for the Planning Commission without any commitment either to this part of the project or really for that matter, the out lot. They did feel, however that C2 zoning was appropriate for the parcel in general.

Jolly: Yeah, I would agree on the C2 zoning in general, but I'll tell you right now, this additional element that you're talking about with the additional drive-up operation at what would be the South end of the building here, I'll just go on the record, I am not in favor of that. That's going to cause this entire South end of this parcel be completely way too busy and I don't like the access as you're describing it here from Seven Mile Road, either. I think that's, that's not how we typically do things in Livonia and I don't think we should start doing them this way. Like I said, I'm not opposed to this current out lot, but I would have appreciated understanding more so, these things all at once, as opposed to having them piecemeal come for us. Thank you.

McIntyre: Thank you, Councilmember Jolly. Vice President Bahr.

Bahr: Yeah. Thank you, Madam President. Mark. Can you go back to the slide? The first slide you showed that just showed the lot split, or was it a couple of slides before this, where you showed the, yeah, go back one more. I think. Yeah, that's what I'm looking for. So, everything in the red is what we're rezoning to C2. Correct?

Taormina: That is correct.

Bahr: So the parcel boundaries, just to orient you here, the parcel boundaries, if you can follow the, the mouse here, or this area. So, this area of the site is our, is currently zoned C2. That's why it falls outside of this request, but it is part of the property.

Bahr: That whole property has the same owner?

Taormina: That is correct.

Bahr: Okay and why, not necessarily that I have a problem, I'm just trying to understand the logic here. I don't have an issue with the out lot that they're asking to go to C2, that seems to make a lot of sense. I guess my question though, is why the entire site or this entire section is being asked to go to C2. Does that have some kind of parking ramifications? Why not just carve out that one section and call it C2?

Taormina: I'm going to allow the petitioner to respond to that. Well, the other reason is, if you look at this plan, yes, this area on the adjacent to Middlebelt Road is the parking zone. The C1, I believe, let's see here, you can see where

- the C1 extends. That would not facilitate necessarily the drive-up operation here at the South end of the building.
- Bahr: Okay, that makes sense. Trust me, it's cleaner. Just to do it all C2 in this site, really, probably should be C2, so I don't necessarily have an issue with it. We've piecemealed it before and I was curious what the rationale was for not doing it this time. Then those parking spaces Mark, at the Southwest corner behind the building. Those, I assume, figure into our current parking counts?
- Taormina: Yes, they do.
- Bahr: Okay, and you said the result of this action would be for the whole property to be deficient by 40 spaces or so, something like that?
- Taormina: Roughly.
- Bahr: I just want to make sure I have my facts straight. Okay. I might ask some more questions for the petitioner, but that's what I needed. Thanks.
- McIntyre: Alright, anyone else have any questions for Mr. Taormina?
- Toy: I'm on Kathleen, it's Laura.
- McIntyre: We have a Councilmember Toy with us by phone. Councilmember Toy, can you please give us your location, your city and your County?
- Toy: Certainly, Livonia, Michigan Wayne County.
- McIntyre: Thank you very much and at this time, we can go to the Petitioners and beginning was Mr. Denha. Mr. Denha, could you give us your name and your address, please?
- Denha: Good evening, everybody. Thank you for the time. My name is Kevin Denha. I am one of the principles of the shopping center, my address is 700 North Old Woodward, Birmingham, Michigan 48009. Thank you for having me. With your, with your permission, Madam Chair, I just want to respond a couple questions that popped up. Councilman Jolly, I just want to give a little feedback. We did the ATM machine as a standalone deal and I'm guessing probably 18 months ago. So, I had no idea at that time we were looking at doing something like this. You know, we tried our best to lease the existing structure and building and, you know, throughout the Summer and Fall, I was thinking about how to, how to maximize this property and thus, that's why we're here today. So there really wasn't any piecemeal or anything like that this is just the evolution of the center as we try to lease it. We've done a pretty good job, but the end cap has always been a challenge, hence the splitting up of 4,800 square feet and

commencing with a drive-thru. I'd just like to add a couple things. With respect to the rear lot, I know it's a long jog coming around for the drive-thru, but we're also going to clean up that back part of the lot where there's no dumpster enclosures right now, landscape it better and kind of cleaned it up. Secondly, with respect to the end cap drive through, you know, there's no restaurants in the center now there's not going to be any sit-down restaurants and that type of thing. The Center, especially the South end, has a parking field that's very rarely used, which hence is why I put the out lot there as well as the drive-through. So, I just wanted to address a couple of your questions with respect to, kind of the evolution of ATM and where we're at today.

McIntyre: Thank you, Mr. Denha

Denha: Mr. Tiseo is on if you want to answer anything.

McIntyre: Good evening, Mr. Tiseo. Did you want to add anything additional to Mr. Denha's comments?

Denha: Ben are you there?

McIntyre: It looks like Ben's here. Okay. It looks like Ben should be able to, oh, I'm sorry. Let's see. All right. There we go. All right, Ben? We should be able to hear you now.

Denha: Ben can you hear us?

McIntyre: It looks like it looks like Ben should be able to let's see, Ben?

Denha: I'll text him he might be on mute, Madam chair. Let me text him.

McCullough: All right. He should have the ability to, while we're waiting for Ben, Mr. McCullough, Councilmember McCullough, did you want to ask a question?

McCullough: I'm thinking Madam Chair, it's more of a statement. Just kind of looking over the site, if I may.

McIntyre: Please.

McCullough: Thank you. So, just kind of looking at this, I have no issue with the zoning change at this point, but kind of looking over the site, and I know obviously there are some vacancies in the strip mall, but, you know, if we're going to be losing potential spots and I am all for innovative planning, but I'm also not in favor of overloading a retail/center like this. I just hope that as things come forward, that you know, we take that in consideration. I do

look at that stacking a lot, kind of behind the building and even though I know you'd clean it up and I could see the vision, I'd be open to anything on that, it just seems like there's a lot going on, especially as you got Planet Fitness in there and you got Boston Market, you got the gas station, Pet Supplies Plus, so, you know, I'm going to look long and hard once we see if this goes through and we obviously see the site plan for this, but you know, you start getting them in, the more and more and more we're losing parking spots. I just have some concerns.

McIntyre: Thank you. Council member McCollough, Vice President Bahr.

Bahr: Thank you Madam President. To the Chair to Mark again, Mark, if they were to add a drive through restaurant on the end there in the future, does that, just off the top of your head, how does that affect parking from what it is today or is that likely to take it up or would it stay the same? I'm sure it doesn't take it down.

Taormina: No, the required parking is, we'd have to do the calculations. I think the numbers that I referenced earlier, assume that the only restaurants in the shopping center would be the end caps here and the 2000 square foot outbuilding, once they exceed 15% of the gross floor area then different parking standards apply and then that would even cause a greater deficiency at least by ordinance standards. Yeah, the shopping centers are not, the parking is not computed based on the individual uses. It's based, when you have a shopping center, this large, we just apply a single ratio.

Bahr: Got it.

Taormina: That ratio changes depending on how much of the space is devoted to places of assembly, meaning restaurants. So, once the amount of area of restaurants exceeds 15%, the standards, it kicks into a new standard, which requires even more parking, and they don't reach that threshold under this design. That's not to say they wouldn't. If another larger restaurant came in, we'd have to do the math on that.

Bahr: Okay, thank you, Mark and Mr. Denha, are you able to give us an idea of what you have planned for that out lot building out there? What business?

Denha: Mr. Bahr I have nothing planned right now. We are in design mode with the building, you know, obviously after this meeting, we've done some very conceptual stuff, but I have no tenants in mind. I am going to be upon approval of potential approval from the City marketing this accordingly. but I have nobody.

Bahr: Okay. as far as the zoning goes, I think C2 for this corner makes total sense and I'll offer an approving for that. That being said, I do want it, and recognizing that this is a rezoning, I just want to get that out there from a rezoning perspective, I don't have an issue with this. I think adding an ally building out there will actually help the entire site. This reminds me, just as a comparable of what happened over at Five Mile in Newburgh, a number of years back, I don't know how many years it's been packed now, and I don't remember if it was during my Planning days or my Council days, but when the Tim Horton's on Five Mile went in and how did people that were the biggest fans of that Tim Horton's being built, were all the stores in the plaza behind it, because all the eyeballs that it drew and I think history has born out how positive that's been for that Center. I think putting an out lot building here, presumably a drive through, in what is now a vacant piece of pavement, helps the entire corner. So, I'm, I'm very much in favor of that. So, having addressed that zoning thing, I just want to speak into the future a little bit. So, you guys look at this, my initial reaction when I saw the potential drive-through plans for the Southwest corner of the site was probably similar to Mr. Jolly's, I had a negative reaction to it. The more I think about it, I want to keep an open mind, it's certainly not unprecedented to have, you know, a longer entry to a drive through with some way-finding. You know, the potential to clean up that back alley as a result of that, I think is a good thing. Certainly, to help us run more traffic into the site and to help the southern edge of that Center to do as well as the northern edge. That's all attractive, but on the other hand, it is weird. It presents its own set of issues. You think about people coming from Seven Mile might have some decent wayfinding to get down there, but people coming from Middlebelt would end up driving all around the property counter-clockwise just to get to a drive-thru and then you also have the additional problem with you would end up losing more parking space, which, in order to come and make that drive through, since you would be getting rid of some of the parking spaces that are back there now, and well, I'm not concerned about parking at that property today. If you're successful with this out lot as I think he will be, that might become an issue in the future. So, we're here for zoning tonight. I'll offer an approving for that, but I am skeptical of the ability to do a drive through as you have shown on the southern edge of the shopping center. So, thanks.

McIntyre: Councilmember Jolly.

Jolly: Thank you. For the Petitioner and for Mark. When we see this next, will we see it in the near future for the out lot for a site plan approval or will that wait till it is possibly under contract with a restaurant or something like that. So, are we going to see this later on down the road? This is just for marketing purposes that we're doing the rezoning. Is that correct? Mr. Taormina or whoever.

- Denha: Councilman Jolly, this is Kevin Denha. I am moving forward, this is not a marketing piece or I'm moving forward to get this thing approved in the steps outlined by the City, I'm not waiting.
- Jolly: I understand. Well maybe I phrased my question inappropriately. What I'm saying is, will you be waiting until you have somebody on the hook who's interested in the project?
- McIntyre: Councilmember Jolly, just to be clear you'd like to address this specifically to Mr. Denha, is that correct?
- Jolly: Yeah. At this point, probably. Okay. So Mr. Denha, will you be waiting until you have a potential tenant on the hook before you bring us site plan before us? That's the question.
- Denha: Councilman Jolly, that is correct for simply reason is the design of the building per tenant specs, et cetera. However, no. Exactly. So as soon as I get that tenant, which I'll be marketing aggressively I'll come to you guys with their final design, et cetera.
- Jolly: Okay. So that being the case I expect if, and when we deal with that, we will not be dealing with this potential drive up at the same time, they will be segmented. Correct?
- Denha: Well, I mean, from my perspective on marketing the center in duality, so I could land two tenants at once. I could, land one beforehand. I can't represent how that's going to flow, sir.
- Jolly: Okay. Just to put my thoughts out there. In a way, I would like to see them separate because that would allow us to approve the one without the other, that's one hand. On the other hand, having them together would allow us to consider the entire site plan altogether. So, but that was just a question for my own knowledge.
- Denha: Can I just follow up with that, sir, real quick, with respect to the status quo of the center right now, there's zero restaurants and a very limited medical there I know we're losing parking, but, yeah, I'm not going to get in the weeds here, but the depths of these centers on the south part is 110 feet. I'm trying to make it attractable in the drive-through does that. I understand the flow is choppy, I understand all that, but I've done this before with these long drives, we can clean up that alley and with your guys' blessing, and when I bring you guys a tenant, we're not going to be short on parking there's oceans of parking in that Center, because there's no food and very limited medical.

- Jolly: Yeah, to be honest with you, I'm not concerned about parking a whole lot at all in regards to this site, because I think as time goes on, we're going to need less and less parking going forward here. In general. I am concerned about it, kind of, you know, we don't want to create a mess and I don't think your intention would ever be to create a mess, but that's kind of what jumps out to me as it is a big potential mess. So, we'll deal with it when it comes before us.
- Denha: I hear you.
- Jolly: I just think it's worth giving you our thoughts now. My thoughts everybody's.
- Denha: 100% sir. 100%.
- Jolly: Thank you, sir. Best wishes.
- Denha: Thank you, sir.
- McIntyre: All right. Just, just a procedural reminder. It's a little awkward in the zoom meetings, but comments should go through the Chair to individual Councilmembers. So again, just trying to keep things consistent with how we would do it if it were a live meeting. Let's see, Mr. Tiseo, we were not able to connect with you successfully. Your hand is not up, but it looks like you should have the ability to address us. Is there anything you would like to say or address the Council on before I go to other audience members who'd like to speak.
- Toy: Madam Chair?
- McIntyre: Yes?
- Toy: For the record.
- McIntyre: Councilmember Toy?
- Toy: I just want to say, this is the first time I've ever heard Ben Tiseo not have anything to say.
- McIntyre: Well, we're trying to.
- Toy: I know, I'm teasing ya.
- McIntyre: I know. Ben, I'm not sure why we're unable to hear you because you should be enabled to speak. So again, while we work on that, I'm going to go to the next member of the audience.

Tiseo: Can you hear me now?

McIntyre: There we go.

Tiseo: I think, I think I was blacked out. Yes. Thank you again. Again, we're here for the rezoning, not specifically the actual design of the out lot or the drive through, and I know we have to come back. We have some challenges, and we will take care of those.

McIntyre: All right. Thank you. Did anyone from the Council have any questions for Mr. Tiseo before I go to the other audience members who'd like to speak. All right, thank you. Ben you and Mr. Denha, you should be able to speak. If you have other things to say, just put your hand up and I'll recognize you, and we should not have a technical issue at this time. Next, I'm going to go to Kimberly Nakhleh and I hope you'll please correct the mispronunciation of your name.

Nakhleh: That's okay, it's Nakhleh. I'm sorry, I'm on Ben's team, I'm the one that drew up the site plans. So, I was just trying to chime in and speak for him because I was on the phone with him as he was trying to get his audio to work. He covered everything, so I'm all set.

McIntyre: All right. Thank you, Ms. Nakhleh, I appreciate that and I'm sorry for the mispronunciation of your name.

Nakhleh: No problem.

McIntyre: And next we're going to go to the last four digits are 3434. And if you're on, if you're joining us by phone, it's star six to unmute yourself. You should be able to unmute yourself. Now I do not see 3434. We'll give a second for the last four digits, 343,4 an opportunity.

Tiseo: That was my cell phone. Excuse me.

McIntyre: Oh, Okay.

Tiseo: That's why.

McIntyre: All right. Anyone else have any comments. I guess I'd like to share one and that is, I too, have concerns about the logistics of a long drive-up and as one of my colleagues mentioned, concern more from the access point from Middlebelt, but on the other hand, a long driveway approach that goes behind a building, gives us an opportunity to clean up an ugly alley and enclosed dumpsters and make it into something attractive. I think that's an opportunity that I wouldn't want to dismiss out of hand, so, thank

you. Does anyone else have any comments before we close the Public Hearing? All right, then.

Toy: I'm sorry. Madam Chair, it's Laura.

McIntyre: Yes. Councilmember Toy.

Toy: Thank you. Madam chair. Just real quick. In this environment and what's, what's going on in small business today. Anything we can do to help business owners with zoning, drive-ups or whatever. I'm all about. So, as long as they make sense, and as you pointed out all that makes an improvement in the property in an area we wouldn't normally look at like an alley like that. I'm all about it. These are difficult times for both owners of properties and business owners and whatever we can do. I want to be a little bit more sensitive for the needs, if you know what I'm saying, and that's just, I wanted to put that out there. Thank you.

McIntyre: Thank you. Councilmember Toy. All right. And if there's no one else, Vice President Bahr has offered an approving resolution on the rezoning, which is the subject matter of this Public Hearing. Sara, I'm not at City Hall. So, Sara, I'm going to ask you, do you know which meeting this will move on to the agenda of?

Kasprowicz: March 22nd.

McIntyre: Mr. Tessio and Mr. Denha, I apologize. I didn't have that in front of me, but as always Sara Kasprowicz, who is our Manager of the Council Office and the Council business is on top of things. So, it will be March 22nd, Ben and Kevin. We will look forward to seeing you then. Thank you. Good night. And we are adjourned.

As there were no further questions or comments, the Public Hearing was declared closed at 7:32 p.m.

**PUBLIC HEARING
DIRECTION**

MONDAY, MARCH 1, 2021

PETITION 2020-12-01-07 submitted by Tiseo Architects, Inc., requesting to rezone portions of the shopping center property at 19043 thru 19053 Middlebelt Road and 29475 thru 29493 Seven Mile Road, located on the west side of Middlebelt Road between Clarita Avenue and Seven Mile Road in the Northeast ¼ of Section 11, from C-1 (Local Business) and P (Parking) to C-2 (General Business).

DIRECTION: 1) APPROVING

**THESE ITEMS ARE TO BE PLACED ON THE AGENDA FOR THE
REGULAR MEETING OF MARCH 22, 2021**

AN ORDINANCE AMENDING SECTION 11 OF THE ZONING MAP OF THE CITY OF LIVONIA AND AMENDING ARTICLE III OF ORDINANCE NO. 543, AS AMENDED, KNOWN AND CITED AS “THE CITY OF LIVONIA ZONING ORDINANCE” BY ADDING SECTION 3.____ THERETO.

THE CITY OF LIVONIA ORDAINS:

Section 1. Pursuant to the report of the City Planning Commission, dated January 28, 2021, recommending approval of Petition 2020-12-01-07, having been considered by the Council, and the Council having conducted a public hearing on March 1, 2021, on said petition, and having concurred in the recommendation of the City Planning Commission, the Council hereby adopts said Petition 2020-12-01-07 to amend the Zoning Ordinance and Zoning Map of the City of Livonia and all proceedings heretofore conducted on said petition are hereby approved.

Section 2. Article III of the City of Livonia Zoning Ordinance, Ordinance No. 543, as amended, is hereby amended by adding thereto the following section:

Section 3.____. Petition 2020-12-01-07 submitted by Tiseo Architects, Inc. is hereby approved, and the zoning classification of the premises hereinafter described is hereby changed from C-1 and P (Local Business and Parking) to C-2 (General Business):

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

PARCEL 1

West 1/2 of East 1/2 of Northeast 1/4 of Northeast 1/4 of Northeast 1/4 of Section 11, except the North 60 feet deeded to County of Wayne recorded in Liber 34623, Page 263 Wayne County Records, Town 1 South, Range 9 East, subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

Containing: 2.265 +/- Acres

PARCEL 2

East 1/2 of East 1/2 of Northeast 1/4 of Northeast 1/4 of Northeast 1/4 of Section 11, except the North 60 feet deeded to County of Wayne recorded in Liber 34623, Page 263 Wayne County Records, Town 1 South, Range 9

East, subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

Containing: 2.264 +/- Acres

PARCEL 3

South 248.75 feet of East 1/2 of East 1/2 of Northeast 1/4 of Northeast 1/4 of Northeast 1/4 of Section 11, except East 60 feet thereof, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan.

Containing: 0.597 +/- Acres

and the Northeast 1/4 of Section 11 of the Zoning Map is hereby amended to conform to the changes made in this section.

Section 4. The attached map designated "Amendment No. ____ to the Zoning Map of the City of Livonia" showing all of the amendments and changes made in the foregoing Section 2 of this ordinance is hereby approved, established and made a part hereof.

Section 5. 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.

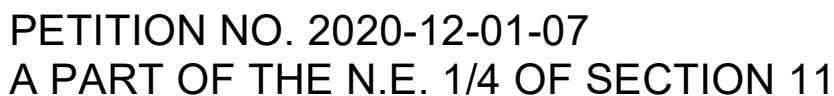
Section 6. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.

The map shows a portion of the City of St. Louis, Missouri, with various lots and streets. The streets shown are Seven Mile Road, Middle Belt Road, Dardanella Ave., Clarita Avenue, Arleen Ct., Amber Ct., Melvin Avenue, and Grimm Avenue. The map includes lot numbers, dimensions, and specific property details. A red box highlights a specific area with dimensions and labels 'P to C-2' and 'C-2 to C-2'.

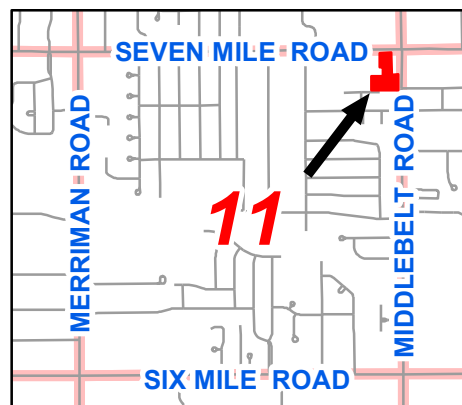
Streets: SEVEN MILE ROAD, MIDDLE BELT ROAD, DARDANELLA AVE., CLARITA AVENUE, ARLEEN CT., AMBER CT., MELVIN AVENUE, GRIMM AVE.

Lot Numbers and Dimensions:

- 19019, 18991, 18989, 18981, 18973, 18965, 18947, 18937, 18921, 18909, 18903, 18867, 18906, 18856, 18834, 18826, 29767, 29725, 29705, 29689, 29679, 18889, 18867, 18835, 18807, 18886, 18864, 18832, 18807, 18895, 18871, 18837, 18804, 18813, 18892, 18868, 18834, 18810, 18885, 18825, 18785, 18725, 18891, 29724, 29716, 29764, 29650, 29691, 29659, 29601, 29401, 19056, 19005, 18975, 19000, 29201, 29193, 19019, 29218, 29118, 19005, 18915, 18911, 18905, 19020, 19016, 29106, 29064, 29052, 29038, 29043, 29047, 29043, 18891, 18883, 18877, 18750 - 18790, 29223, 29163, 29147, 29115, 29109, 29095, 29051, 29037, 18891, 18883, 18877, 18912, 18916, 18910, 18905, 18908, 18904, 18903, 18902, 18901, 18900, 18905, 18906, 18907, 18908, 18909, 18910, 18911, 18912, 18913, 18914, 18915, 18916, 18917, 18918, 18919, 18920, 18921, 18922, 18923, 18924, 18925, 18926, 18927, 18928, 18929, 18930, 18931, 18932, 18933, 18934, 18935, 18936, 18937, 18938, 18939, 18940, 18941, 18942, 18943, 18944, 18945, 18946, 18947, 18948, 18949, 18950, 18951, 18952, 18953, 18954, 18955, 18956, 18957, 18958, 18959, 18960, 18961, 18962, 18963, 18964, 18965, 18966, 18967, 18968, 18969, 18970, 18971, 18972, 18973, 18974, 18975, 18976, 18977, 18978, 18979, 18980, 18981, 18982, 18983, 18984, 18985, 18986, 18987, 18988, 18989, 18990, 18991, 18992, 18993, 18994, 18995, 18996, 18997, 18998, 18999, 19000, 19001, 19002, 19003, 19004, 19005, 19006, 19007, 19008, 19009, 19010, 19011, 19012, 19013, 19014, 19015, 19016, 19017, 19018, 19019, 19020, 19021, 19022, 19023, 19024, 19025, 19026, 19027, 19028, 19029, 19030, 19031, 19032, 19033, 19034, 19035, 19036, 19037, 19038, 19039, 19040, 19041, 19042, 19043, 19044, 19045, 19046, 19047, 19048, 19049, 19050, 19051, 19052, 19053, 19054, 19055, 19056, 19057, 19058, 19059, 19060, 19061, 19062, 19063, 19064, 19065, 19066, 19067, 19068, 19069, 19070, 19071, 19072, 19073, 19074, 19075, 19076, 19077, 19078, 19079, 19080, 19081, 19082, 19083, 19084, 19085, 19086, 19087, 19088, 19089, 19090, 19091, 19092, 19093, 19094, 19095, 19096, 19097, 19098, 19099, 19100, 19101, 19102, 19103, 19104, 19105, 19106, 19107, 19108, 19109, 19110, 19111, 19112, 19113, 19114, 19115, 19116, 19117, 19118, 19119, 19120, 19121, 19122, 19123, 19124, 19125, 19126, 19127, 19128, 19129, 19130, 19131, 19132, 19133, 19134, 19135, 19136, 19137, 19138, 19139, 19140, 19141, 19142, 19143, 19144, 19145, 19146, 19147, 19148, 19149, 19150, 19151, 19152, 19153, 19154, 19155, 19156, 19157, 19158, 19159, 19160, 19161, 19162, 19163, 19164, 19165, 19166, 19167, 19168, 19169, 19170, 19171, 19172, 19173, 19174, 19175, 19176, 19177, 19178, 19179, 19180, 19181, 19182, 19183, 19184, 19185, 19186, 19187, 19188, 19189, 19190, 19191, 19192, 19193, 19194, 19195, 19196, 19197, 19198, 19199, 19200, 19201, 19202, 19203, 19204, 19205, 19206, 19207, 19208, 19209, 19210, 19211, 19212, 19213, 19214, 19215, 19216, 19217, 19218, 19219, 19220, 19221, 19222, 19223, 19224, 19225, 19226, 19227, 19228, 19229, 19230, 19231, 19232, 19233, 19234, 19235, 19236, 19237, 19238, 19239, 19240, 19241, 19242, 19243, 19244, 19245, 19246, 19247, 19248, 19249, 19250, 19251, 19252, 19253, 19254, 19255, 19256, 19257, 19258, 19259, 19260, 19261, 19262, 19263, 19264, 19265, 19266, 19267, 19268, 19269, 19270, 19271, 19272, 19273, 19274, 19275, 19276, 19277, 19278, 19279, 19280, 19281, 19282, 19283, 19284, 19285, 19286, 19287, 19288, 19289, 19290, 19291, 19292, 19293, 19294, 19295, 19296, 19297, 19298, 19299, 19300, 19301, 19302, 19303, 19304, 19305, 19306, 19307, 19308, 19309, 19310, 19311, 19312, 19313, 19314, 19315, 19316, 19317, 19318, 19319, 19320, 19321, 19322, 19323, 19324, 19325, 19326, 19327, 19328, 19329, 19330, 19331, 19332, 19333, 19334, 19335, 19336, 19337, 19338, 19339, 19340, 19341, 19342, 19343, 19344, 19345, 19346, 193



Adopted by the City Council on



MAYOR
CLERK



REPORT TO THE LIVONIA CITY COUNCIL

Law
March 9, 2021

MEETING DATE

March 22, 2021

PREPARED BY

Sara Kasprovicz, Council Office Manager

AGENDA ITEM

ROLL CALL: 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). First Reading given by Jim Jolly on Monday, March 8, 2021.

BACKGROUND

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).

RECOMMENDATION

ROLL CALL/SECOND READ: Proposed ordinance amendment prepared by the Department of Law

FISCAL CONSIDERATION

None

ATTACHMENTS

1. S022221 Ord Amend of Chapter 13
2. 2021-01-26 Sewer Connection Analysis
3. 13.20.050 & 060 - Connection rates for buildings - fee schedule

APPROVED BY

Don Rohraff, Director of Public Works

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 12, 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.

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



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 (~~\$750.003,150.00~~) 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
March 3, 2021

MEETING DATE

March 22, 2021

PREPARED BY

Sara Kasprovicz, Council Office Manager

AGENDA ITEM

ROLL CALL: Proposed Amendment to Zoning Ordinance No. 543, as amended: Department of Law, re: Petition 2020-07-01-03 submitted by Leo Soave Building Company, Inc, for a change of zoning of property located on the south side of Lyndon Avenue between Newburgh and Hix Roads (37855 Lyndon Avenue), in the Southeast 1/4 of Section 19, from PL (Public Land) to R-1 (One Family Residential).

First Reading given by Council Vice President Scott Bahr on Monday, November 16, 2020

BACKGROUND

Proposed Amendment to Zoning Ordinance No. 543, as amended: Department of Law, re: Petition 2020-07-01-03 submitted by Leo Soave Building Company, Inc, for a change of zoning of property located on the south side of Lyndon Avenue between Newburgh and Hix Roads (37855 Lyndon Avenue), in the Southeast 1/4 of Section 19, from PL (Public Land) to R-1 (One Family Residential).

RECOMMENDATION

ROLL CALL/SECOND READ: Proposed ordinance amendment prepared by the Department of Law

FISCAL CONSIDERATION

None

ATTACHMENTS

1. R111620 Petition 2020-07-01-03 (Leo Soave Bldg Co) FIRST READ
2. Petition 2020-07-01-03 - Webster Elementary School Site
3. PH092820 Petition 2020-07-01-03 (Leo Soave Building, Webster School Site) 37855 Lyndon Avenue (REZONING)

APPROVED BY

Regular Meeting Minutes of November 16, 2020

ZONING

Petition 2020-07-01-03
(Leo Soave Bldg Co)
Approval to rezone
property located on the
south side of Lyndon
Avenue between
Newburgh and Hix
Roads (37855 Lyndon
Avenue), in the
Southeast ¼ of Section
19, from PL (Public
Land) to R-1 (One
Family Residential).
(FIRST READ)

Bahr gave first reading to the following Ordinance:

AN ORDINANCE AMENDING SECTION 14 OF THE ZONING MAP OF
THE CITY OF LIVONIA AND AMENDING ARTICLE III OF ORDINANCE
NO. 543, AS AMENDED, KNOWN AND CITED AS "THE CITY OF
LIVONIA ZONING ORDINANCE" BY ADDING SECTION
3. _____ THERETO.

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

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

REGULAR MEETING OF November 16, 2020

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

Councilmember(s) Absent: None

DEPARTMENT OF LAW

PAUL A. BERNIER

City Attorney

MICHAEL E. FISHER

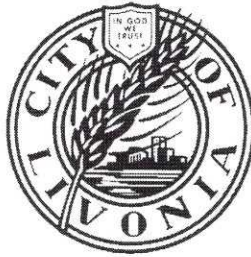
Chief Assistant City Attorney

ERIC S. GOLDSTEIN

Assistant City Attorney

LEO D. NEVILLE

Assistant City Attorney



MAUREEN MILLER BROSNAN

MAYOR

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

October 21, 2020

TO: HONORABLE MEMBERS OF THE CITY COUNCIL

FROM: DEPARTMENT OF LAW

SUBJECT: Proposed Amendment to Zoning Ordinance - Petition 2020-07-01-03

RE: Request to Rezone the Property at 37855 Lyndon Avenue (former Webster Elementary School Site), located on the South side of Lyndon Avenue between Newburgh and Hix Road, in the Southeast ¼ of Section 19, from PL (Public Land) to R-1 (One Family Residential – 60' x 120' Lots)

Dear Council Members:

At your Regular Meeting held on October 19, 2020, you responded to Petition 2020-07-01-03, submitted by Leo Soave Building Company, Inc., for a change of zoning to the Property at 37855 Lyndon Avenue (former Webster Elementary School Site), located on the South side of Lyndon Avenue between Newburgh and Hix Road, in the Southeast ¼ of Section 19, from PL (Public Land) to R-1 (One Family Residential – 60' x 120' Lots).

Accordingly, herewith submitted for your consideration is the proposed ordinance amendment prepared by the Department of Law, together with the map prepared by the Planning Department.

Approved for submission:


Maureen Miller Brosnan, Mayor

Very truly yours,


Paul A. Bernier, City Attorney

PAB/bks
Attachment

cc: Mayor, City Clerk, Council, Finance, DPW, Engineering, Planning, Assessor
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AN ORDINANCE AMENDING SECTION 24 OF THE ZONING MAP OF THE CITY OF LIVONIA AND AMENDING ARTICLE III OF ORDINANCE NO. 543, AS AMENDED, KNOWN AND CITED AS "THE CITY OF LIVONIA ZONING ORDINANCE" BY ADDING SECTION 3.____ THERETO.

THE CITY OF LIVONIA ORDAINS:

Section 1. Pursuant to the report of the City Planning Commission, dated August 19, 2020, setting forth its resolution 08-35-2020 recommending approval of Petition 2020-07-01-03, having been considered by the Council, and the Council having conducted a public hearing on September 28, 2020, on said petition, and having concurred in the recommendation of the City Planning Commission, the Council hereby adopts said Petition 2020-07-01-03 to amend the Zoning Ordinance and Zoning Map of the City of Livonia and all proceedings heretofore conducted on said petition are hereby approved.

Section 2. Article III of the City of Livonia Zoning Ordinance, Ordinance No. 543, as amended, is hereby amended by adding thereto the following section:

Section 3. . Petition 2020-07-01-03 submitted by Leo Soave Building Company, Inc. is hereby approved, and the zoning classification of the premises hereinafter described is hereby changed from PL (Public Lands) to R-1 (One Family Residential):

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

Land in the City of Livonia, Wayne County, MI, described as follows: Part of the Southeast ¼ of Section 19, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, described as follows: Beginning at a point on the East and West ¼ line of Section 19, Town 1 South, Range 9 East, distant South 89 degrees 56 minutes 25 seconds East 643.85 feet from the Center Corner of said Section, and proceeding thence along said ¼ line South 89 degrees 56 minutes 25 seconds East 531.13 feet; thence South 0 degrees 14 minutes 30 seconds East 393.68 feet; thence South 89 degrees 46 minutes 20 seconds East 48.36 feet; thence South 0 degrees 18 minutes 40 seconds East 439.08 feet; thence along the center line of future Mason Avenue, 60 feet wide, South 89 degrees 41 minutes 20 seconds West 479.00 feet; thence North 0 degrees 18 minutes 40 seconds West 836.00 feet to the point of beginning, except the South 30 feet thereof. And Part of the Southeast ¼ of Section 19, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan described as follows: Beginning at a point on the

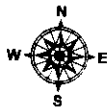
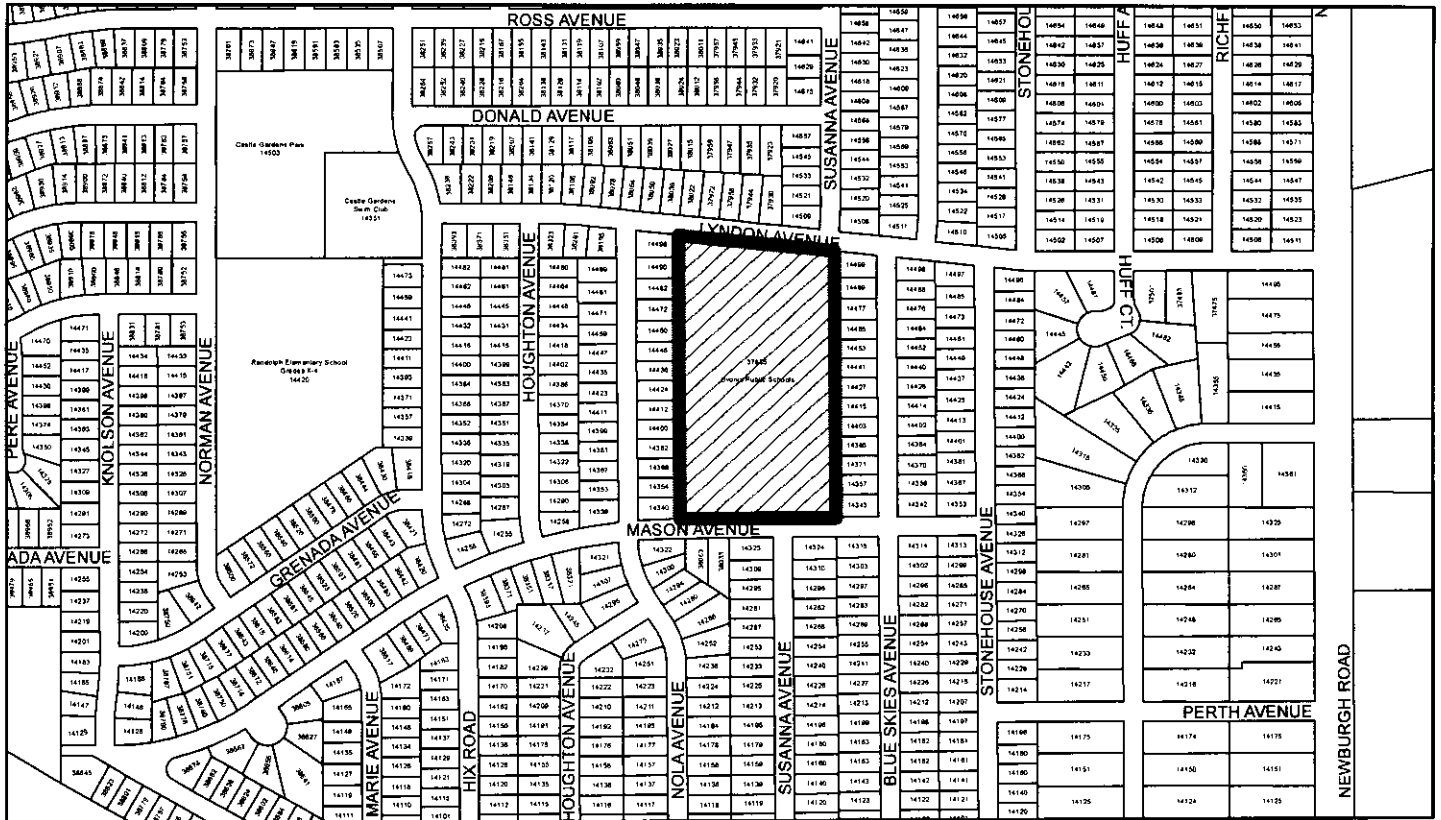
East and West $\frac{1}{4}$ line of Section 19, Town 1 South, Range 9 East, distant South 89 degrees 56 minutes 25 seconds East 1074.98 feet from Center Corner of said Section, and proceeding thence along said $\frac{1}{4}$ line South 89 degrees 56 minutes 25 seconds East 47.88 feet; thence South 0 degrees 18 minutes 40 seconds East 393.82 feet; thence North 89 degrees 45 minutes 20 seconds West 48.38 feet; thence North 0 degrees 14 minutes 30 seconds West 393.68 feet to the point of beginning. And Part of the Northeast $\frac{1}{4}$ of Section 19, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, described as follows: Beginning at a point on the East and West $\frac{1}{4}$ line of Section 19, Town 1 South, Range 9 East, distant South 89 degrees 56 minutes 25 seconds East 643.85 feet from the Center Corner of said Section, and proceeding thence North 0 degrees 18 minutes 40 seconds West 100.00 feet; thence along the center line of future Lyndon Avenue, 60 feet wide, South 83 degrees 59 minutes 10 seconds East 23.89 feet; thence South 00 degrees 18 minutes 40 seconds East 97.34 feet; thence along said East and West $\frac{1}{4}$ line North 89 degrees 56 minutes 25 seconds West 23.55 feet to the point of beginning, except the North 30 feet thereof. And Part of the Northeast $\frac{1}{4}$ line of Section 19, Town 1 South, Range 9 East, beginning at a point on the East and West $\frac{1}{4}$ line of Section 19, Town 1 South, Range 9 East, distance South 89 degrees 56 minutes 25 seconds East 667.40 feet from the Center Corner of said Section; and proceeding thence North 0 degrees 18 minutes 40 seconds West 97.54 feet; thence along the center line of future Lyndon Avenue, 60 feet wide, South 83 degrees 59 minutes 10 seconds East 458.24 feet; thence South 0 degrees 18 minutes 40 seconds East 50.01 feet; thence along said East and West $\frac{1}{4}$ line North 89 degrees 56 minutes 25 seconds West 455.46 feet to the point of beginning, except the North 30 feet thereof.

Section 4. The attached map designated "Amendment No. ____ to the Zoning Map of the City of Livonia" showing all of the amendments and changes made in the foregoing Section 2 of this ordinance is hereby approved, established and made a part hereof.

Section 5. 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 6. 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.

BOUNDARY OF DISTRICT AS AMENDED FROM PL, PUBLIC LANDS TO R-1, ONE FAMILY RESIDENTIAL - 60' X 120' LOTS

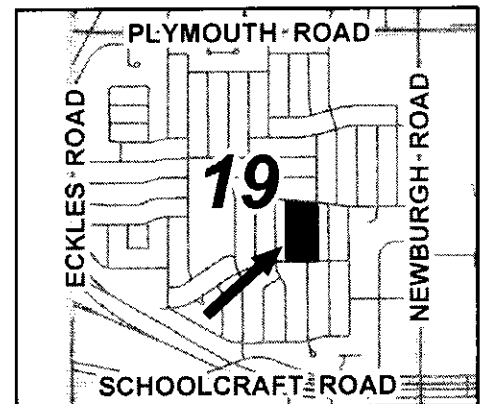


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PETITION NO. 2020-07-01-03
A PART OF THE S.E. 1/4 OF SECTION 19

AMENDMENT NO. TO THE
ZONING MAP OF THE
CITY OF LIVONIA, MICHIGAN
ORDINANCE NO.

Adopted by the City Council on



MAYOR
CLERK

DEPARTMENT OF LAW

PAUL A. BERNIER

City Attorney

MICHAEL E. FISHER

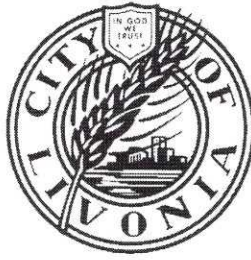
Chief Assistant City Attorney

ERIC S. GOLDSTEIN

Assistant City Attorney

LEO D. NEVILLE

Assistant City Attorney



MAUREEN MILLER BROSNAN

MAYOR

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

October 21, 2020

TO: HONORABLE MEMBERS OF THE CITY COUNCIL

FROM: DEPARTMENT OF LAW

SUBJECT: Proposed Amendment to Zoning Ordinance - Petition 2020-07-01-03

RE: Request to Rezone the Property at 37855 Lyndon Avenue (former Webster Elementary School Site), located on the South side of Lyndon Avenue between Newburgh and Hix Road, in the Southeast ¼ of Section 19, from PL (Public Land) to R-1 (One Family Residential – 60' x 120' Lots)

Dear Council Members:

At your Regular Meeting held on October 19, 2020, you responded to Petition 2020-07-01-03, submitted by Leo Soave Building Company, Inc., for a change of zoning to the Property at 37855 Lyndon Avenue (former Webster Elementary School Site), located on the South side of Lyndon Avenue between Newburgh and Hix Road, in the Southeast ¼ of Section 19, from PL (Public Land) to R-1 (One Family Residential – 60' x 120' Lots).

Accordingly, herewith submitted for your consideration is the proposed ordinance amendment prepared by the Department of Law, together with the map prepared by the Planning Department.

Approved for submission:


Maureen Miller Brosnan, Mayor

Very truly yours,


Paul A. Bernier, City Attorney

PAB/bks
Attachment

cc: Mayor, City Clerk, Council, Finance, DPW, Engineering, Planning, Assessor
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AN ORDINANCE AMENDING SECTION 24 OF THE ZONING MAP OF THE CITY OF LIVONIA AND AMENDING ARTICLE III OF ORDINANCE NO. 543, AS AMENDED, KNOWN AND CITED AS "THE CITY OF LIVONIA ZONING ORDINANCE" BY ADDING SECTION 3.____ THERETO.

THE CITY OF LIVONIA ORDAINS:

Section 1. Pursuant to the report of the City Planning Commission, dated August 19, 2020, setting forth its resolution 08-35-2020 recommending approval of Petition 2020-07-01-03, having been considered by the Council, and the Council having conducted a public hearing on September 28, 2020, on said petition, and having concurred in the recommendation of the City Planning Commission, the Council hereby adopts said Petition 2020-07-01-03 to amend the Zoning Ordinance and Zoning Map of the City of Livonia and all proceedings heretofore conducted on said petition are hereby approved.

Section 2. Article III of the City of Livonia Zoning Ordinance, Ordinance No. 543, as amended, is hereby amended by adding thereto the following section:

Section 3. . Petition 2020-07-01-03 submitted by Leo Soave Building Company, Inc. is hereby approved, and the zoning classification of the premises hereinafter described is hereby changed from PL (Public Lands) to R-1 (One Family Residential):

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Land in the City of Livonia, Wayne County, MI, described as follows: Part of the Southeast ¼ of Section 19, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, described as follows: Beginning at a point on the East and West ¼ line of Section 19, Town 1 South, Range 9 East, distant South 89 degrees 56 minutes 25 seconds East 643.85 feet from the Center Corner of said Section, and proceeding thence along said ¼ line South 89 degrees 56 minutes 25 seconds East 531.13 feet; thence South 0 degrees 14 minutes 30 seconds East 393.68 feet; thence South 89 degrees 46 minutes 20 seconds East 48.36 feet; thence South 0 degrees 18 minutes 40 seconds East 439.08 feet; thence along the center line of future Mason Avenue, 60 feet wide, South 89 degrees 41 minutes 20 seconds West 479.00 feet; thence North 0 degrees 18 minutes 40 seconds West 836.00 feet to the point of beginning, except the South 30 feet thereof. And Part of the Southeast ¼ of Section 19, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan described as follows: Beginning at a point on the

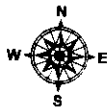
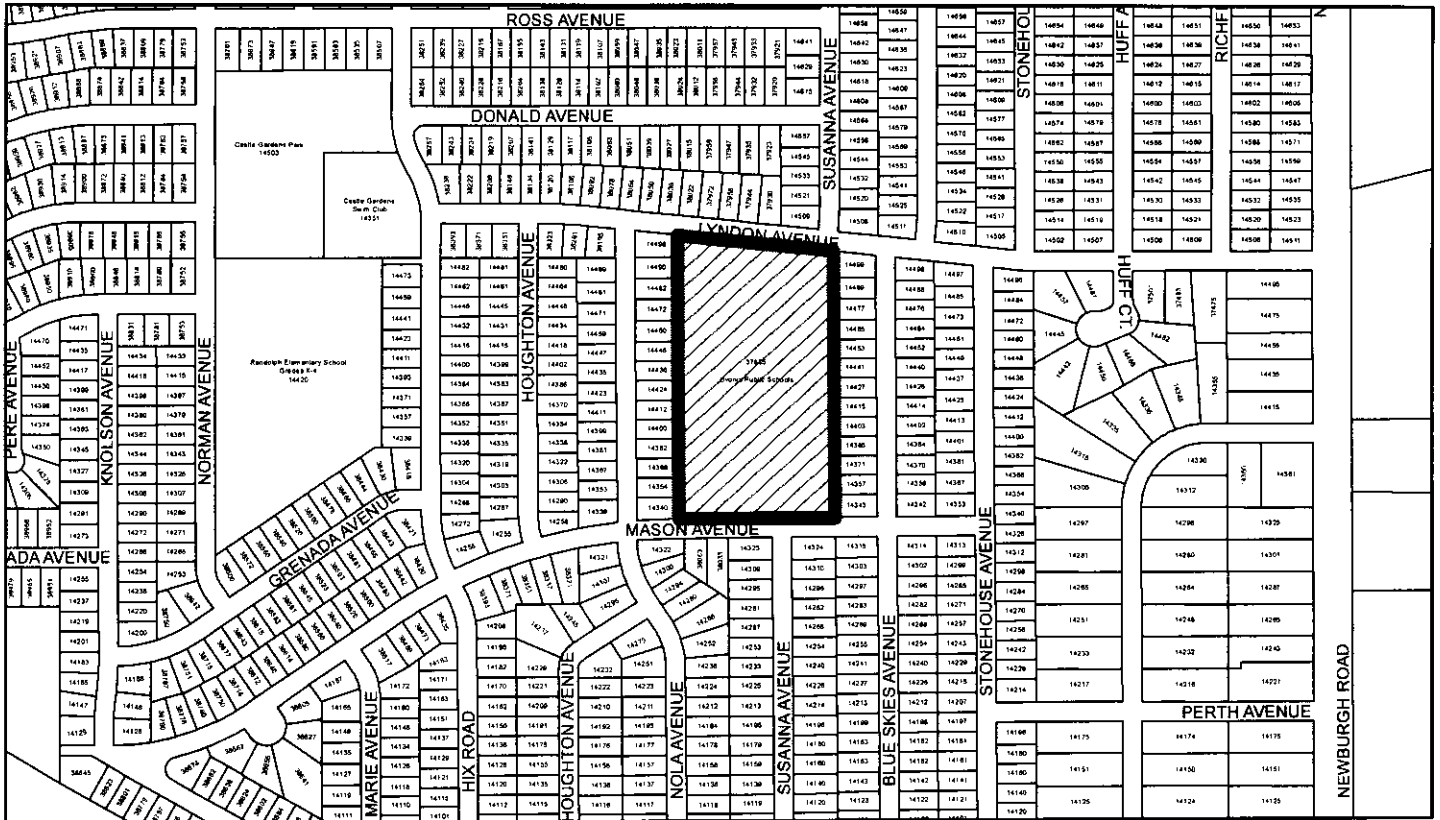
East and West $\frac{1}{4}$ line of Section 19, Town 1 South, Range 9 East, distant South 89 degrees 56 minutes 25 seconds East 1074.98 feet from Center Corner of said Section, and proceeding thence along said $\frac{1}{4}$ line South 89 degrees 56 minutes 25 seconds East 47.88 feet; thence South 0 degrees 18 minutes 40 seconds East 393.82 feet; thence North 89 degrees 45 minutes 20 seconds West 48.38 feet; thence North 0 degrees 14 minutes 30 seconds West 393.68 feet to the point of beginning. And Part of the Northeast $\frac{1}{4}$ of Section 19, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, described as follows: Beginning at a point on the East and West $\frac{1}{4}$ line of Section 19, Town 1 South, Range 9 East, distant South 89 degrees 56 minutes 25 seconds East 643.85 feet from the Center Corner of said Section, and proceeding thence North 0 degrees 18 minutes 40 seconds West 100.00 feet; thence along the center line of future Lyndon Avenue, 60 feet wide, South 83 degrees 59 minutes 10 seconds East 23.89 feet; thence South 00 degrees 18 minutes 40 seconds East 97.34 feet; thence along said East and West $\frac{1}{4}$ line North 89 degrees 56 minutes 25 seconds West 23.55 feet to the point of beginning, except the North 30 feet thereof. And Part of the Northeast $\frac{1}{4}$ line of Section 19, Town 1 South, Range 9 East, beginning at a point on the East and West $\frac{1}{4}$ line of Section 19, Town 1 South, Range 9 East, distance South 89 degrees 56 minutes 25 seconds East 667.40 feet from the Center Corner of said Section; and proceeding thence North 0 degrees 18 minutes 40 seconds West 97.54 feet; thence along the center line of future Lyndon Avenue, 60 feet wide, South 83 degrees 59 minutes 10 seconds East 458.24 feet; thence South 0 degrees 18 minutes 40 seconds East 50.01 feet; thence along said East and West $\frac{1}{4}$ line North 89 degrees 56 minutes 25 seconds West 455.46 feet to the point of beginning, except the North 30 feet thereof.

Section 4. The attached map designated "Amendment No. ____ to the Zoning Map of the City of Livonia" showing all of the amendments and changes made in the foregoing Section 2 of this ordinance is hereby approved, established and made a part hereof.

Section 5. 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 6. 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.

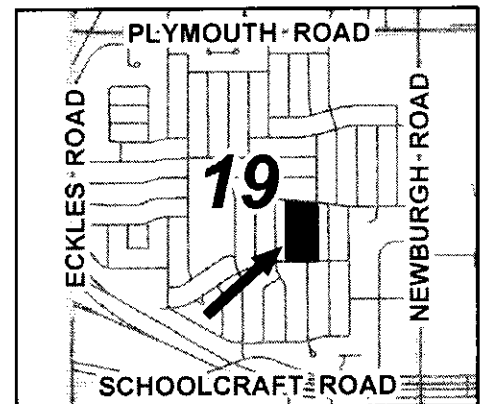
BOUNDARY OF DISTRICT AS AMENDED FROM PL, PUBLIC LANDS TO R-1, ONE FAMILY RESIDENTIAL - 60' X 120' LOTS



500 250 0 500
Feet

PETITION NO. 2020-07-01-03
A PART OF THE S.E. 1/4 OF SECTION 19

AMENDMENT NO. TO THE
ZONING MAP OF THE
CITY OF LIVONIA, MICHIGAN
ORDINANCE NO.
Adopted by the City Council on



MAYOR
CLERK

**CITY OF LIVONIA
PUBLIC HEARING**

Minutes of Meeting Held on Monday, September 28, 2020

A Public Hearing of the Council of the City of Livonia was held virtually via ZOOM on Monday September 28, 2020.

MEMBERS PRESENT: Kathleen McIntyre, President
Vice President Scott Bahr
Jim Jolly
Brandon McCullough
Laura M. Toy
Cathy K. White

MEMBERS ABSENT: Rob Donovic

OTHERS PRESENT: Mark Taormina, Director of Economic Development
Todd Zilincik, City Engineer
Paul Bernier, City Attorney
Sara Kasprowicz, Recording Secretary

The Public Hearing was called to order at 7:00 p.m. with Vice President Scott Bahr presiding. This item is regarding **Petition 2020-07-01-03** submitted by Leo Soave Building Company, Inc. pursuant to Section 23.01 of the City of Livonia Zoning Ordinance #543, as amended, requesting to rezone the property at 37855 Lyndon Avenue (former Webster Elementary School site), located on the south side of Lyndon Avenue between Newburgh and Hix Road, in the Southeast ¼ of Section 19, from PL (Public Land) to R-1, (One Family Residential - 60' x 120' Lots).

This item will move to the Regular Meeting of **October 19, 2020**.

The Public Hearing is now open. There were 19 people in the audience.

Bahr: I want to clarify for those joining us, Council President would normally be running this meeting, but she has asked me to run this meeting tonight. From the location she is in, it seemed to make more sense and so I am happy to do that, although I will eagerly welcome her back when she's ready for the next one. With that being said, the public hearing is now officially open for comments. When we go to audience members, we ask that you clearly state your name and address before making your comments, but before we go to the audience, perhaps we go first to Mark Taormina, our Economic Development Director. He can take us through the particulars of this proposal. Mark?

- Taormina: Thank you Mr. Chairman. This is the request to rezone the former Webster Elementary School property, as was indicated from the current classification of P-L, Public Lands, to R-1, One Family Residential. This Petition is one of three involving former school properties. The other two include Adams, which is located on the South side of Lyndon, between Harrison and Inkster and then Wilson, which is located at the Northwest corner of Harrison and West Chicago. This property is about 9.34 acres in total area. As you can see, it is on the South side of Lyndon and the North side of Mason Street and its between Nola and Blue Skies Avenue, both of which contain single-family lots that border the property. All the surrounding area of the subdivision is part of the Castle Gardens subdivision. The proposed rezoning and subsequent residential development involves the entire property, which is currently owned by Livonia Public Schools. LPS is in the process of selling the land to the Petitioner. The subject site is surrounded by R-1 zoning. All of the lots in the area measure at least 60 feet by 120 feet and 7,200 square feet is the minimum required for the R-1 zoning. A conceptual plan was presented with the rezoning application, it shows a total of 31 lots and as you can see from this plan, the majority of those lots would be served by a cul-de-sac street that would extend North from Mason, providing access to lots 1 through 21. Lots 22 and 23 are in the Southwest corner of the site and on this plan, that would be the bottom left. You can see those two lots would have direct frontage on Mason. Adjacent to these lots is a small, open-space park and then at the North end of the development, lots 20 through 31 would all have frontage directly on Lyndon. Other features of the plan, as you can see, include a stormwater detention basin, which is along the West side of the property and then a second, larger open-space area, which is located in the Northwest corner. The street, in this conceptual plan, would be the minimum required 60 feet in width. The diameter of the cu-de-sac would be 120 feet, also in conformance with our design guidelines. The future land use map would show the site as parks and community, reflecting the current ownership and former use of the property as a school site. Planning Commission reviewed this rezoning request two weeks back and is recommending approval to the R-1 zoning classification. Thank you.
- Bahr: Thank you, Mr. Taormina. Council, do we have any questions for the Planning Director? Council President McIntyre?
- McIntyre: Vice President Bahr, I just wanted to follow up on something that Mr. Taormina said that in the past, has sometimes been an issue of confusion and that is, that this property is owned by the Livonia School District, Livonia Public Schools, that is a separate legal entity from the City of Livonia. We have no jurisdiction or no control over the decisions they make regarding their property. This is a sale by Livonia Public Schools, not by the City of Livonia. Thank you, Vice President Bahr.

- Bahr: Thank you for clarifying that, let me clarify, which may have already been said, but Mark, has this property been sold already or is it a pending sale?
- Taormina: I believe it is a pending sale, you'll have to verify that with the applicant.
- Bahr: Ok. Councilwoman Toy?
- Toy: Thank you, Mr. Chair. If I may just ask a couple questions to Mr. Taormina. Did you say that the Castle Gardens subdivision that surrounds it are mostly R-1 lots if not all R-1 lots?
- Taormina: Yeah, if you can see the map on the screen, that is the surrounding zoning, its denoted R-1 and that includes all of the surrounding developed properties have the same zoning as what is proposed for this site.
- Toy: Ok, so these aren't site condominiums or detached or anything, they are actually homes?
- Taormina: They are detached, site condominiums and homes, all three.
- Toy: All three?
- Taormina: Yeah, these are site condominiums, they would be detached. All single-family residential homes, that's correct.
- Toy: Do we know the square footage of the proposal or should I wait to ask that to the Petitioner?
- Taormina: Well, the plan is showing that all of the lots would meet the 7,200 square foot minimum requirement of the R-1. This is a conceptual plan, but I don't believe there would be anything other than conforming R-1 lots proposed with this project.
- Toy: Ok, may I also, Mr. Chair, one last question. When you talk about the open park area, I'm not sure if this question should go to you or the Petitioner, what is that proposing? Playground, slides, pools, or what?
- Taormina: Madam Toy, I'll defer that question to the developer. One thing, and again, these are site plan details that we'll be getting into later on in the process, should this move forward. The way this plan is illustrated currently, those would be general common elements within the condominium complex, they are not intended to be public open space park. The stormwater detention basin would also be a general, common element within the condominium. Whether or not there would be any improvements to the

open space park, in terms of play equipment or anything else, again, that's something the Petitioner would have to respond to.

Toy: Certainly, I just didn't know if that was discussed in the matter at this point.

Taormina: Not yet.

Toy: Thank you very much. Thank you, Mr. Chair.

Bahr: Thank you. We have a couple of the Council people with questions, but before we get to that, I should clarify at this point too, what we are dealing with tonight is a rezoning request so while its typical to get some questions related to site plans, at this time, because it does inform the zoning question, I just want to make sure the public knows and that we all remember that what we are talking about is rezoning and not a site plan yet. With that being said, Councilman Jolly has his hand up, go ahead Jim.

Jolly: Thank you, Scott. So, a question real quick. On the left-hand side of the road coming in off of Mason, between the fifth and sixth lot, is that a walkway that shown there accessing the basin? What is that, exactly?

Taormina: No, Mr. Jolly, that question actually came up at the Planning Commission meeting, and while it gives the appearance of some type of a narrow parcel, possibly a walkway, its actually a dimension that's shown on the plan. If I zoom in, I think, really close, you'll see that its an actual dimension. See that 120 feet? That's indicating that this dimension from front to back is 120 feet, that's all that is.

Jolly: Ok, so my other comment here is less of a question, but more of pointing out. With a condominium site plan such as this, there is required to be a certain amount of open space to make it work and get it conforming with the law, but I think a site plan like this, even though, like Scott said, we're not discussing the details of that tonight, but I'll just put this out there, this open space that's provided on her is only going to be accessible by two of the lots, which I think, kind of goes against what the spirit of a common open space is supposed to be in condominium plans such as this. So I won't make any further comments, but I look forward to, if this does go to the next level, working this out a little bit more to make this a little bit more useful. Thank you.

Bahr: Thank you, Jim. Any other questions or comments from Council? I have one more for Mark. Mark, can you again, just for the benefit of primarily the audience, anytime we have a public hearing like this, its likely that we have a lot of people aren't typically on these kind of meetings so, can you explain the reason why we call these site condominiums? I know that's pretty common anymore, but do you mind just briefly talking through that?

Taormina: Sure, well, the term condominium really refers only to the form of entitlement that is used to establish the legal descriptions for the properties. For decades, the subdivision planning process was used and then I believe in the late 70's early 80's, the State created what is referred to as a Condominium Act and it provided an alternative means by which land could be subdivided, parceled off and sold. That can be in various forms. In this particular form, it emulates very closely, the planning process. These are individual lots, but in the condominium statute, they are referred to as units. They're sold to simple ownership, just the same way as a platted lot would be. Probably one of the more unique features of these are the way the limited common and general common elements are established, but that's really applied to various features within the site. All in all, it looks like, and it treated almost identical to, a regular platted subdivision and the land around the street. In this case, would be a public street. The open space park, if its not dedicated to the City, it would remain a common element within the development and would be maintained by the association that is created for just this development. The same goes for the stormwater detention basin, that will be, eventually turned over to the association for management and maintenance. We have provided Mr. Zilincik, if he's still on this call, or this meeting, he'll tell you, there's a fall back if that detention basin is not maintained, then the City has all the right to go in there and maintain it and bill those maintenance charges back to the co-owners of the condominium. I hope that helps people.

Bahr: I think that's helpful and primarily for the people from the public that are on here, I wanted you to have a chance to explain that and I'll just add this. In my time on Council, in 4 ½ years that I've been on Council and even back to Planning Commission, I can't remember right now, the last time, if ever, we've had a new home development that wasn't classified as site condominiums. A lot of times, people hear that and think its something other than single family homes, and I'll just say, I believe any new homes you see going up in the City right now and there's a number of places that its happening, all of those have been classified as site condominiums. So, don't get too concerned about the language, its more of a legal designation. These are single family homes that have been proposed here. Thanks for explaining that, Mark. I see Brandon McCullough has his hand up. Go ahead, Brandon.

McCullough: Thank you, Mr. Chair. To the Chair to Mr. Taormina, I just got a question. I'm not trying to get too far, obviously into the site plan that's going to be something completely later on. When we look at the detention basin, from a stormwater management plan, I know that we're looking at a private road type of a set up. This gets integrated into the City's stormwater system, right?

Taormina: It does, and if I heard you correctly, you said private road. From all indications, this will be a public road. The stormwater basin, the same thing, it will be integrated into the public storm system, whether it's a drain that is owned and maintained by the City or one that's owned and maintained by the County. We don't have all the details yet, but that is absolutely correct.

McCullough: Thank you.

Bahr: Ok, any other questions? I believe we have the Petitioner with us tonight and this would be a good opportunity for him to introduce himself and see if the Council has any questions for him. That's Leo Soave, right or is there someone else that's representing him? We can unmute Mr. Soave. Thank you, Mr. Soave, go ahead. Is there anything you want to add?

Soave: Leo Soave, 37771 Seven Mile. I guess Mr. Taormina pretty much said everything I wanted to say, and I'll answer your questions. Thank you.

Bahr: Council, do we have any questions for the Petitioner? Councilwoman Toy.

Toy: Thank you very much, if I may, to Mr. Soave. Mr. Soave, do we know how large your proposal will be with the site condominiums on it? The square footage.

Soave: From 2,000 to 3,000 square foot.

Toy: Thank you very much. Thank you, Mr. Soave.

Bahr: Council, anyone else? I do have a number of questions, most of which I will save for when we get into site plans, but this one I do want to ask tonight, Mr. Soave. One of the big things that stands out to me here, is the fact that we've got this cul-de-sac opening onto Mason Street and I'm thinking about, first and foremost, from people living there, the added driving that causes versus coming in off of Lyndon and then for the people that currently live there, it seems from a traffic standpoint, that would make more sense to use Lyndon as an entryway and use that thoroughfare as its designed, versus making people come around to Mason to get into the bulk of these homes. I guess what I'm asking is, why is it this orientation and not essentially flipped with the homes fronting Mason Street and the cul-de-sac coming off of Lyndon.

Soave: Yeah, Mr. Bahr, I don't see a problem doing that. That should probably work just the same, we could do that, thank you.

Bahr: That is a site plan question and I won't go any further with that, but thanks for answering that. Mr. Jolly?

- Jolly: I'll just add that, by the way, great question, Scott. If that were to be accomplished and the site plan to be flipped, potentially that green space would be in a different location as well, it would be more accessible to more of the potential home owners and potentially other surrounding people as well, so I think that's a very good idea as well, thank you.
- Bahr: Ok, Council? Anything else? Alright, with that, we'll go to the audience. I'll just take this opportunity to say this project, I'll be honest with you, it even stirred my emotions a little bit this morning as I was looking at this, I went to school at the old Webster Elementary School and there's hardly a corner of this property that I don't feel a sense of personal connection to. There's even, I think, there's still a King Crimson Maple sitting out there that my fifth-grade class planted that survived the fire still. Sometimes you get projects like this that just hit you from a personal standpoint and this is one of those for me. So, anybody from the audience, if you want to speak, there is a button on there to raise your hands, if you can do that, I will do my best to call on you, we will get to everybody that wants to speak, we do ask that you clearly state your name and address for the record. So with that.
- McIntyre: Vice President Bahr, if people are joining us by phone, I don't know if anyone is, they can participate by star 9. Thank you.
- Bahr: Thank you. Star 9 by phone if you can hit the raise your hand button that you should see in your ZOOM, if you are not seeing that, I think if you click on participants, you'll see it. I don't see any hands currently, but I'm guessing we have people that want to speak so I'm going to give this a minute. Alright, there's one, we have Megan Evans. Go ahead, Miss Evans, please introduce yourself and state your comments.
- Evans: Yeah, hi, my name is Megan Edmonds, obviously as you said, my address is 14441 on Blue Skies, I'm obviously one of the properties that's going to get a new neighbor in my back yard, so I'm not extremely happy about that, however, I understand the need and I think most of my questions and concerns are actually more geared towards the site planning. I did want to let you know that I was here, not super happy about the situation, but I think most of my questions are about, I know it's the developer that's doing the Six and Newburgh new homes in the Heritage Park and I've heard that there has been some flooding as a result of the build up of new homes that are there, into the new homes. That's one of my major concerns. I just want to make sure that there's extra considerations being taken cause I know a lot of people in this area have already issues with water in their basements and flooding. I just want to make sure that's a consideration in the planning of the new homes and making sure that its take into

consideration so that we don't have the same issues that the people surrounding Heritage Park new neighborhood have.

Bahr: Thank you, Megan, I'll give, if he want's to, our City Engineer a chance to say something on this if he wants, but I'll just say this in general. Your concerns are noted and you're right, that is more of a site plan thing, but that's fine that you brought it up tonight. When we get to the course of the site plan, its typical for us to ask some of those kinds of questions and our City Engineering Department is responsible for weeding that information. I'm not personally familiar with any flooding problems as a result of what's happening at Clay, I know they've had some problems going back before that development, so I'm not personally familiar with that, I've made a note of it here and I'll see if I can get smarter about that, but yes, your concerns are definitely something that will be addressed when we get to site plans. Todd, you don't have to, but is there anything you wanted to add to that, our City Engineer?

Zilincik: Just like this proposed development, there's a detention pond on the Northeast corner of that development and again, I know of one issue of where that detention pond is at, but again, it was more related to trees. There was some discussion, maybe one or two residents that were along the south side, but again, when a development is made, there's rear yard storm drainage put in for the development itself that conveys the storm sewer run off, leading to the detention pond and then to a restricted outlet to an existing system itself. Again, with everything else, the perception is, there's a development here, now they cause flooding, but ultimately the goal is to make it a better development overall for the residents. Now they have a location for the storm sewer in the rear yard to actually convey that water, as it was an open land before. Each case is different, so are conditions and things of that nature, but ultimately, when you develop a piece of property, you want to make sure that stormwater is conveyed to a known point and then restricted so that its clean and detained, but there may be some instances again, during development, the with the fence or during the berms that were put there, that have to be addressed again. We look at the final site development before they get their retainage back and review it so again, it's a work in progress, but at the end we want to make sure everything is take care of and properly working. Thank you.

Bahr: Thank you, Todd and there will be more opportunity for more public questions but Councilman McCullough has his hand up. Brandon?

McCullough: Thanks Mr. Chair. Hey, just a quick question to clarify and this is to the Chair, Mr. Taormina, really quick. There's another site plan that's listed in the packet and I think it refers to exactly what Councilmember Bahr and Councilmember Jolly are referring to as that main strip that runs through. Is that just the first revision or first take on the deal?

Taormina: yeah, that layout that you are looking at is the conceptual layout that was presented as part of the school districts RFP, so when they sent this out for proposal, they included the information about the site as well as a conceptual layout. Again, a recommended layout.

McCullough: Gotcha. Alright, thank you, and just to what I just spoke, I would keep an eye on the planning meetings coming forward, because obviously, if this goes through, that whole site plan process will kind of kick up, there will be times to get more in detail with the site. Thank you.

Bahr: Thank you, Councilwoman Toy?

Toy: Thank you, Mr. Chair. While I understand about site plans and rezoning and things like that, I am personally a little apprehensive about not asking questions if it refers to the site plans because I am considering the rezoning because of several reasons and I won't go into great detail, but a Petitioner in the Soave family is not known for this at all and I'm not asking discouragingly in that regard, I'm just saying, somebody could come in and rezone and then sell the property and take it over without us having a hammer on that as well. I think it behooves us to ask some of the questions as it relates to the site plan. So therefore, one of my questions would be, and this kind of concerns the zoning. If it wasn't site condominiums an R-1 with 60x120 or even 70x120 lots, I realize that proposal is not in front of us, but that would also be a consideration as well. So as we look at these different zonings that are coming up in these neighborhood, and the Soave family does a great job, I don't want anybody to misinterpret what I'm saying, we do have a couple of other schools and some of these folks have lived there a long, long time and I'm sure all of us have gotten a few calls on some of these and their concerns. I know when we were in the election last year, it was a foregone conclusion that things were gonna happen and open space is very valuable in Livonia, I mean my sister just sold her house in 4 days, little brick ranch kind of home, attached garage, you know the scenario. So, its not for not a need, but I think as we establish these newer areas in the vacant lots, we have to be very cognizant of what we're doing. The appreciation for those area and the Soave's are great developers, I'm not saying they're not, but I'm also concerned about when we get into sizes and structures and what those are all about, before I start rezoning places, I want to make sure of what I'm really going after and that could change, I get it, but by the same token, I know on prior Councils that I've served on over the years, we always ask questions when it came to rezone. I don't think its out of line to ask those type of questions, in all due respect, to all my colleagues, so thank you very much.

- Bahr: As I think we've seen here, there's plenty of questions related to site plans and that's fine, it's just important for us to remember what the purpose of this is and any of us that have had new developments on adjacent, privately owned property to where we live, understands the heartburn that can come with it, certainly understand that concern. Are there any other questions from the public? Again, if you would like to speak, just raise your hand on ZOOM and I'll be watching for that and I'll call on you or if you are on the phone, you can hit star 9. I don't see any more, I'm going to give it just another few seconds here. Ok, I guess that's all we have and I guess, I'm sorry, we do have one that just came up, give me a moment to unmute you. Just a minute. There you go Tom, you are unmuted, go ahead, and please, if you would, state your name and address for the record. Tom? Tom, you are unmuted, you can speak now if you like, but we are not hearing you. Tom's hand is up again, Tom, you should be able to speak, Casey, does everything look ok with Tom?
- O'Neill: Yes.
- Bahr: Ok, Tom, can you try again? Alright, Tom, you are unmuted, but we're not hearing you, I'm not sure what's going on. If you are trying to speak and not able to, please contact us via email or something after this meeting and we'll be certain to try to handle your question or concern. Not seeing anyone else from the audience, I guess I'd ask Council. Councilman Jolly has his hand up, go ahead.
- Jolly: Thank you, Scott. I apologize if I missed this, but was it explained that although this may receive a first reading, the rezoning itself would not receive a final vote until there was a site plan that went along with it? The process that the City normally has for these type of things, I would expect that as has been the practice, this will move on to a regular meeting where will probably receive a first reading, but a second reading and an ultimate vote on the zoning would be held back up until we had a vote on the site plan as well. Generally, those two things go together so that if the site plan was not ultimately at the place that we thought we could approve it, we probably would not vote, and I don't believe we have voted in the past, on the actual zoning. So, they kind of go together, hand in hand. So, I don't want to discourage anybody who's listening or anybody in the Castle Gardens neighborhood at this point, because this is a process that's beginning, it's not a process that is, by any means, a foregone conclusion, we have open ears and we will work to see what is the best for the neighborhood, what is the best for this site and the property being used here as well. I'll also note too, that we find ourselves as we approach these situations from the City's perspective that as Councilwoman Toy indicated earlier, Livonia is largely built up, there is very little open green space left. That's a problem on one hand for multiple reasons, but there's also a desire and need to have new housing in our city as well. Often times

people wonder, why the schools are selling this property, but they look at it from a short term perspective of gaining some funds for the school system but ultimately, I think they are trying to attract families with young children as well, who will be populating the schools as well with that property. So, its kind of a balancing situation that's kind of going on here, not only from our perspective, but the school's perspective as well. Again, the start of the process, we're all listening, and we are going to be working through this together. Thank you.

Bahr: Thank you, Jim, for explaining that. I have a question for my colleagues, he's exactly right with his point of the first meeting. Do we usually take a motion at public hearing then, not a motion, but does somebody offer an approving? Kathleen is shaking her head. Ok, with that being said, thank you everyone for attending this tonight. This will be put on the agenda for the Regular meeting scheduled for October 19, 2020. As Councilman Jolly has explained, what would be on the agenda is a request for a first reading and then this would pause from our perspective until a site plan came through, which we would handle all together with the second reading so if we were to get that first reading, that is the next step for rezoning this property for residential, but there is still more to come through Planning Commission to Council to clarify the site plans, so there's a ways to go on this. That will close that item.

As there were no further questions or comments, the Public Hearing was declared closed at 7:35 p.m.

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President

Scott Bahr
Vice President

Rob Gjonaj Donovic
Jim Jolly
Brandon McCullough
Laura M. Toy
Cathy K. White



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Judy Priebe
Director of Legislative Affairs

August 27, 2020

To be announced at the City Council Regular Meeting of Wednesday, September 9, 2020

**A Public Hearing for the following item will be held on
Monday, September 28, 2020
at 7:00 P.M.**

* Due to COVID-19, Public Hearings will not be held in the City Hall Auditorium
Connect on Zoom: <https://us02web.zoom.us/j/87333432528>
or phone at (312) 626-6799, ID: 873 3343 2528

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

Petition 2020-07-01-03 submitted by Leo Soave Building Company, Inc. pursuant to Section 23.01 of the City of Livonia Zoning Ordinance #543, as amended, requesting to rezone the property at 37855 Lyndon Avenue (former Webster Elementary School site), located on the south side of Lyndon Avenue between Newburgh and Hix Road, in the Southeast ¼ of Section 19, from PL (Public Land) to R-1, (One Family Residential - 60' x 120' Lots).

Judy Priebe
Director of Legislative Affairs

cc: Mayor, City Clerk (suggested publication 9/10/2020), City Treasurer, City Attorney, Director of Planning & Econ Dev., City Assessor, City Engineer, Director of Public Works, Director of Finance and Director of Inspection

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ELIZABETH McCUE
CAROL A. SMILEY
PETER H. VENTURA



MAUREEN MILLER BROSNAN
MAYOR

MARK TAORMINA
PLANNING & ECONOMIC
DEVELOPMENT DIRECTOR

SCOTT O. MILLER
PLANNER IV

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

August 19, 2020

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2020-07-01-03 – Leo Soave Building

Dear Council Members:

At the 1,158th Public Hearings and Regular Meeting held by the City Planning Commission on August 18, 2020, in the Livonia City Hall, the following resolution was unanimously adopted:

#08-35-2020 **RESOLVED**, that pursuant to a Public Hearing having been held by the City Planning Commission on August 18, 2020 on Petition 2020-07-01-03 submitted by Leo Soave Building Company, Inc, pursuant to Section 23.01 of the City of Livonia Zoning Ordinance #543, as amended, requesting to rezone the property at 37855 Lyndon Avenue (former Webster Elementary School site) located on the south side of Lyndon Avenue between Newburgh and Hix Roads in the Southeast ¼ of Section 19 from PL (Public Lands) to R-1 (One Family Residential), the Planning Commission does hereby recommend to the City Council that Petition 2020-07-01-03 be approved for the following reasons:

1. That the proposed change of zoning is compatible to and in harmony with the surrounding residential uses and zoning districts in the area.
2. That the proposed change of zoning will provide for a single-family residential development similar in density to what exists in the neighboring area.
3. That the proposed change of zoning is consistent with the existing character of the area.
4. That the proposed zoning change does not obstruct the goals, policies, and objectives of the Future Land Use Plan, and

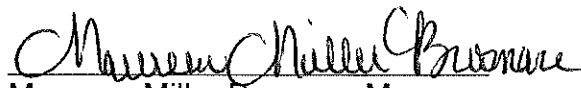
5. That the proposed change of zoning of the subject property represents a reasonable and logical zoning transformation which adheres to the principles of sound land use planning.

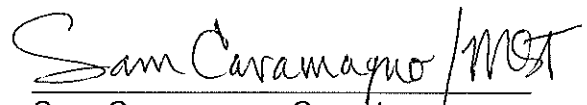
FURTHER RESOLVED, that notice of the above hearing was given in accordance with the provisions of Section 23.05 of Zoning Ordinance #543, as amended.

Very truly yours,

APPROVED FOR SUBMISSION

CITY PLANNING COMMISSION


Maureen Miller Brosnan, Mayor


Sam Caramagno, Secretary

All applications must be presented in quadruplicate to the City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097. Applications **must** include property owner's name, address and notarized signature. You are invited and encouraged to review your proposal with the Planning Department staff.

Date Filed: 7-20-2020 Petition 2020-07-01-03

Site Address: 37855 Lyndon Street Sidwell 46-073-99-0007-000

Requesting To Rezone Property From PL To R1

For the Following Reason (s) development for single family homes

Applicant: Leo Soave Business/Company: Leo Soave Building Co Inc

Applicant's Address: 37771 7 Mile Rd, Ste C City: Livonia State: MI Zip Code: 48152

Applicant's Phone # (586) 219-7880 Applicant's Email Stacey@KSflawoffice.com

Please provide the following information:

- 1) **Legal Description** of the property to be considered. Paper copy must be clearly printed.
- 2) **Fully Dimensional Map (13 copies)** drawn at an appropriate scale, with a north arrow, dated & legend key to symbols and showing:
 - The land that would be affected by the proposed amendment.
 - The dimensions, square footage & acreage of the land.
 - The existing conditions of the site, including all structures & parking layout.
 - A legal description of the land to be rezoned.
 - All public and private right-of-ways & easements bounding & intersecting the site.
 - A preliminary plan showing the proposed land use(s) of the land under consideration.
 - The zoning classification of all abutting zoning districts.
 - The structures and existing land uses on all property adjacent to the subject parcel and on other such property as may, in the City Planner's determination, be necessary to properly reflect the existing character of the surrounding neighborhood.
- 3) A copy of the Fully Dimensional Map submitted in a pdf. format either on a CD or it can be emailed to Planning@ci.livonia.mi.us

Owner of Property: Leo Soave Building Co Inc

Owner's Address: 37771 7 Mile Rd, Ste C City: Livonia State: MI Zip Code: 48152

Owner's Phone # (586) 219-7880 Owner's Email Stacey@KSflawoffice.com

Signature of Owner: [Signature] Print Name: Leo Soave

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

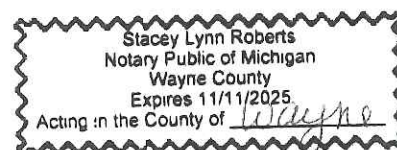
on this 17th day of July 20 20

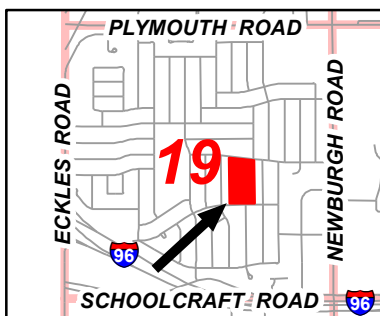
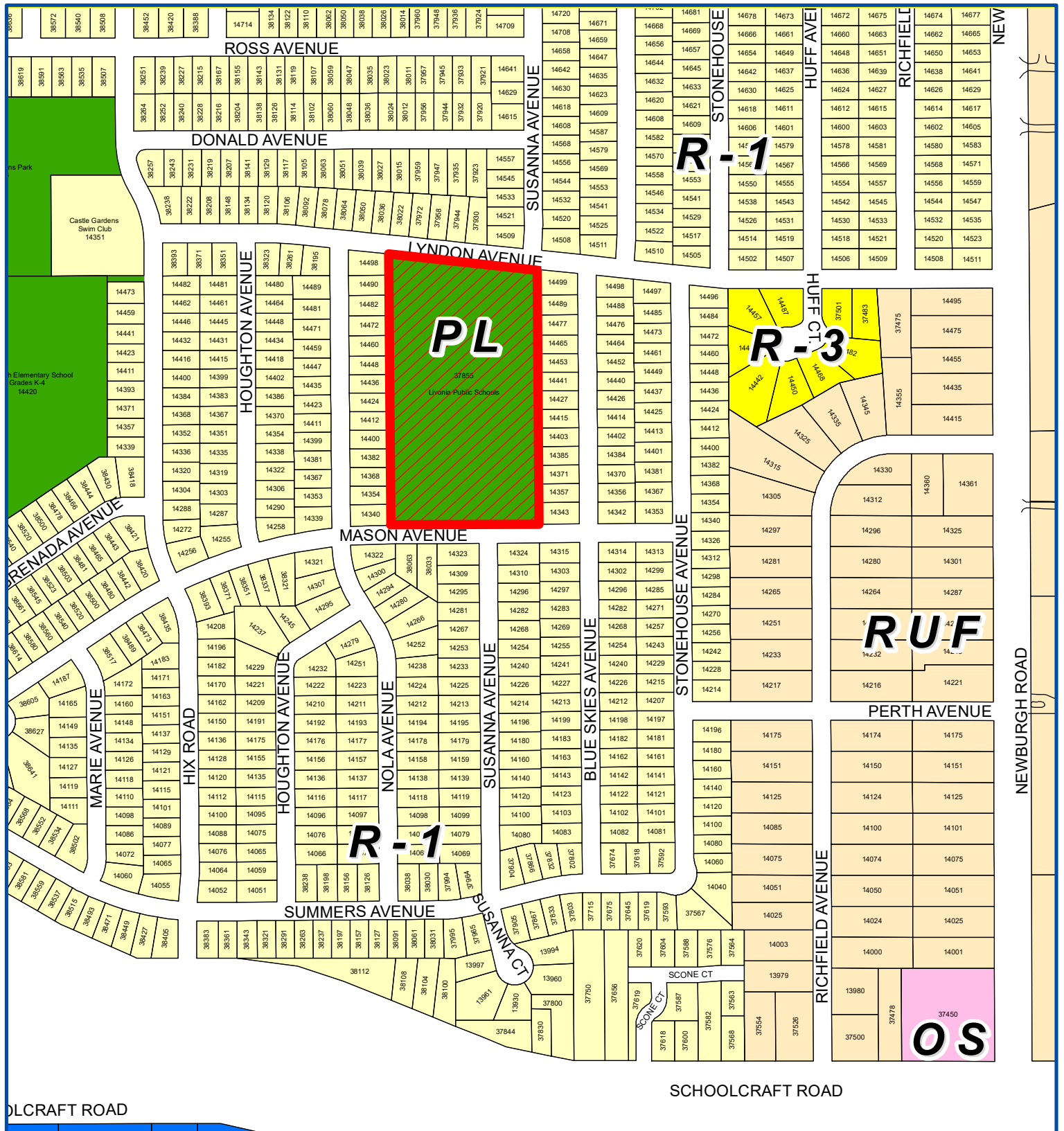
Signature of Notary Stacey Lynn Roberts My commission expires 11-11-25

APPROVED AS FORM
Department of Law

By: Michael E. Grist

Date: 7/21/2020





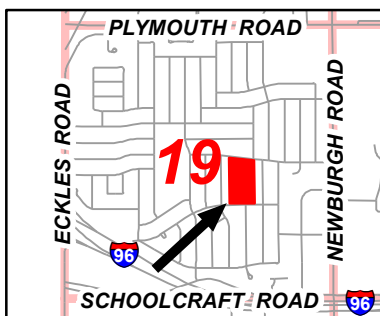
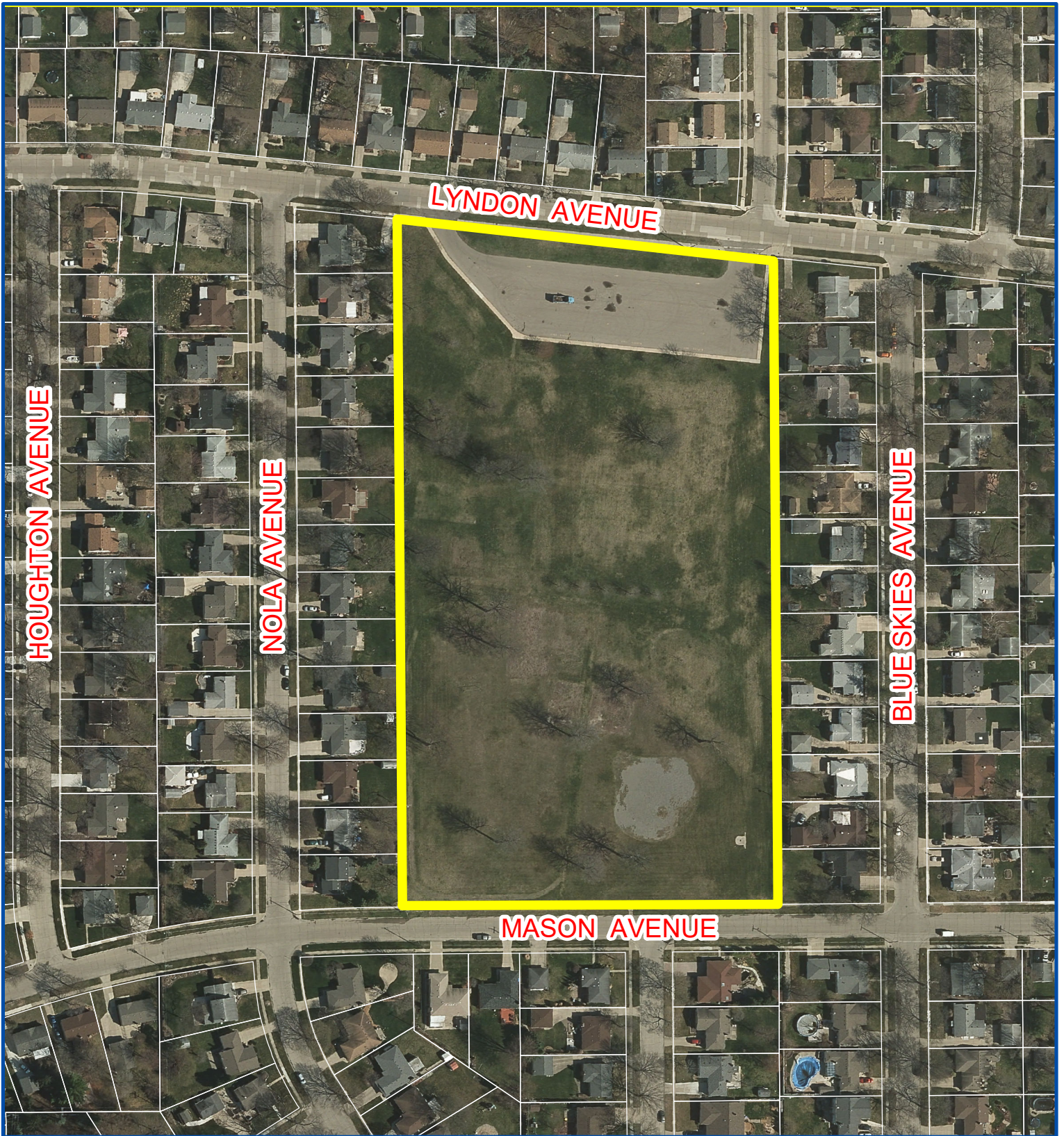
Address & Zoning Map

Petition 2020-07-01-03
 Leo Soave Building Company
 37855 Lyndon Avenue
 PL to R-1



Not to Scale

City of Livonia
 Planning Department



Aerial Map

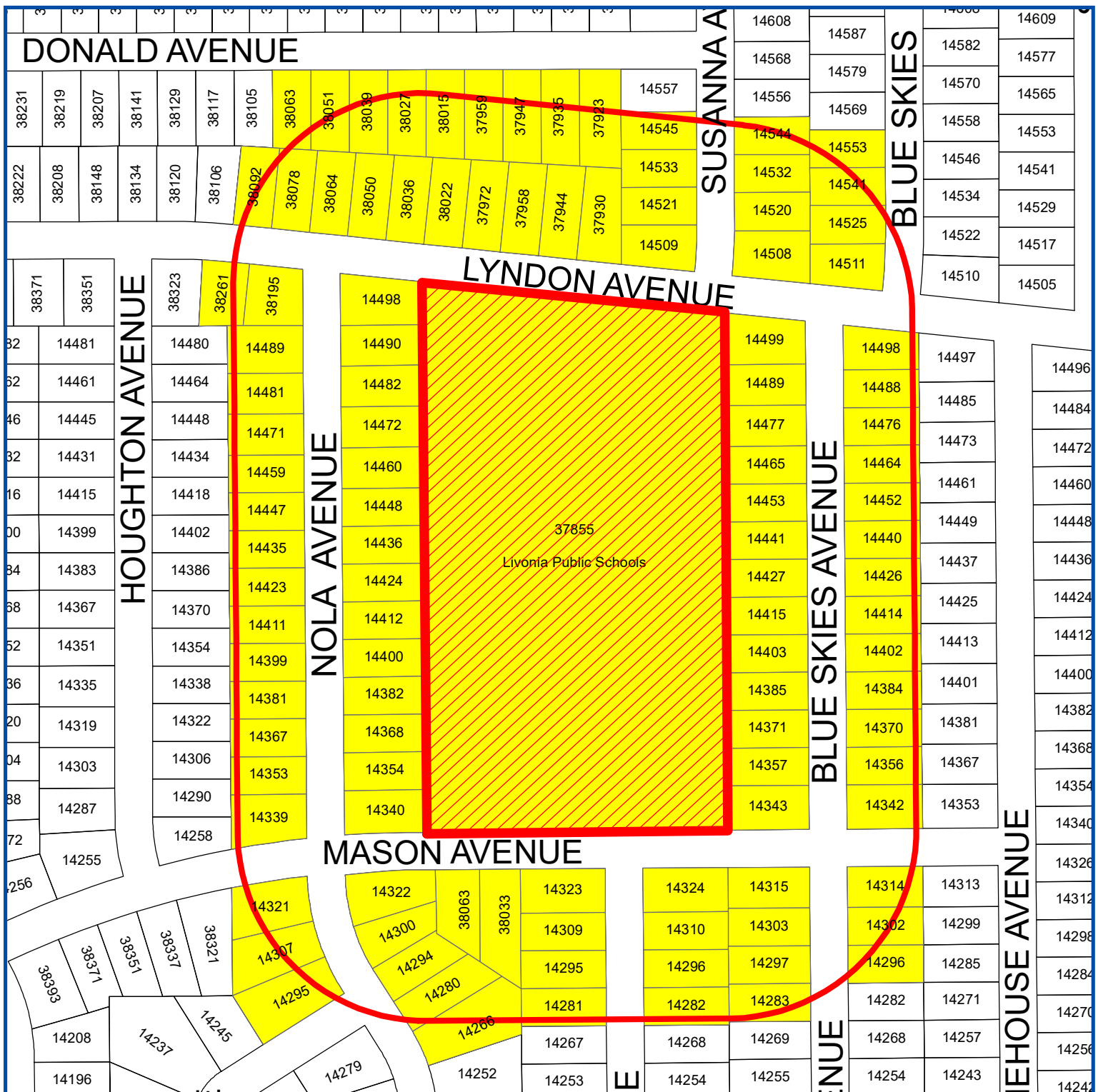
Petition 2020-07-01-03
Leo Soave Building Company
37855 Lyndon Avenue
PL to R-1



Not to Scale



City of Livonia
Planning Department



Notification Map

Petition 2020-07-01-03
 Leo Soave Building Company
 37855 Lyndon Avenue
 PL to R-1

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



Not to Scale

Date of Public Hearing: August 18, 2020

City of Livonia
 Planning Department

NOTICE OF PUBLIC HEARING
CITY OF LIVONIA PLANNING COMMISSION



A PUBLIC HEARING WILL TAKE PLACE BEFORE
THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA
ON TUESDAY AUGUST 18, 2020, AT 7:00 P.M., OR AS SOON THEREAFTER AS THE AGENDA
WILL PERMIT ON THE FOLLOWING ITEM.

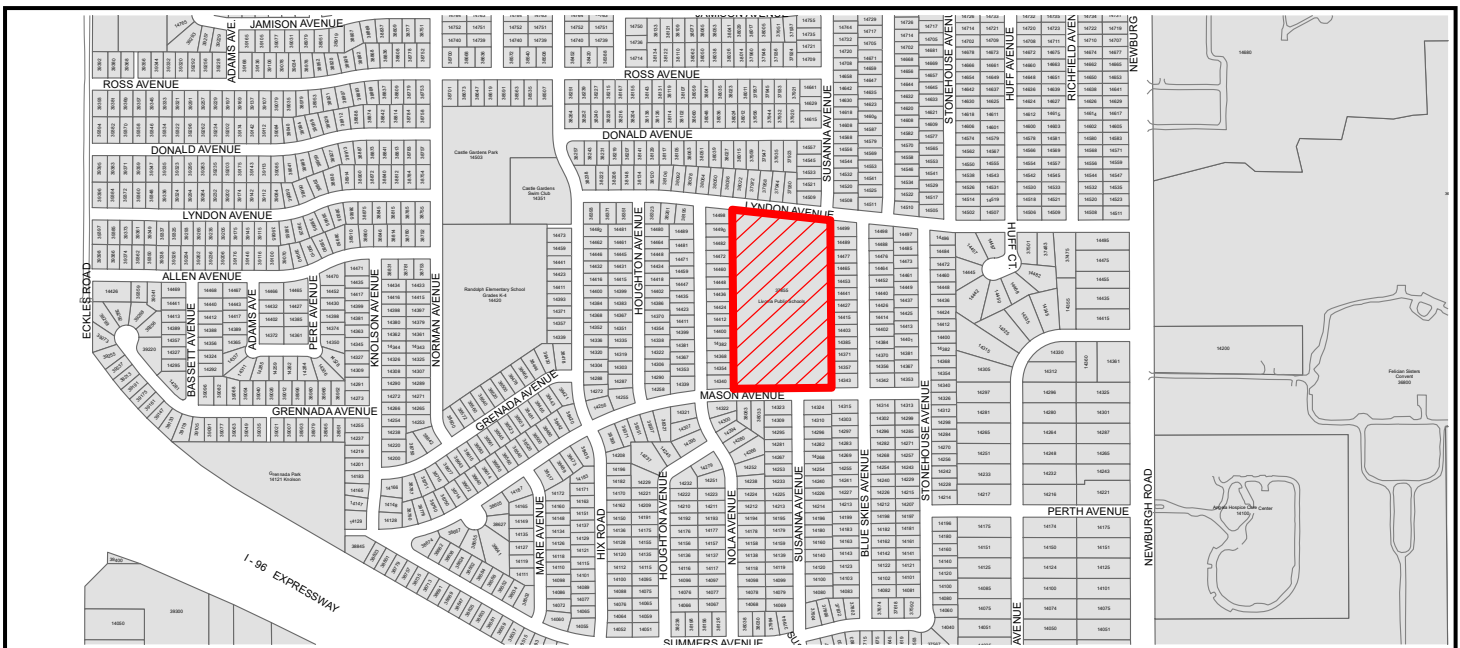
Due to COVID-19, the Planning Commission meeting will not be held in the City Hall Auditorium
Live broadcast: AT&T Uverse Channel 99 / Spectrum Channel 203/
WOW Channel 10 / YouTube.com/LivoniaTV

Connect online: <https://us02web.zoom.us/j/182188326>

Phone participation: (312) 626-6799

Meeting ID: 182 188 326

Petition 2020-07-01-03 submitted by Leo Soave Building Company, Inc. pursuant to Section 23.01 of the City of Livonia Zoning Ordinance #543, as amended, requesting to rezone the property at 37855 Lyndon Avenue (former Webster Elementary School site) located on the south side of Lyndon Avenue between Newburgh and Hix Roads in the Southeast ¼ of Section 19 from PL (Public Lands) to R-1 (One Family Residential)



YOU ARE ENCOURAGED TO ATTEND THE PUBLIC HEARING AND PRESENT YOUR VIEWS ON THIS MATTER TO THE CITY PLANNING COMMISSION. IN LIEU OF ATTENDING THE MEETING, YOU MAY PRESENT YOUR VIEWS IN WRITING ADDRESSED TO: CITY OF LIVONIA PLANNING COMMISSION, 33000 CIVIC CENTER DR., LIVONIA, MI 48154, OR BY EMAIL TO: PLANNING@CI.LIVONIA.MI.US

In accordance with Title II of the American with Disabilities Act as it pertains to access to Public Meetings, the Planning Department of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs. Please call 734-466-2290 if you need assistance.

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 1

Petition 2020-07-01-03 submitted by Leo Soave Building Company, Inc. pursuant to Section 23.01 of the City of Livonia Zoning Ordinance #543, as amended, requesting to rezone the property at 37855 Lyndon Avenue (former Webster Elementary School site) located on the south side of Lyndon Avenue between Newburgh and Hix Roads in the Southeast ¼ of Section 19 from PL (Public Lands) to R-1 (One Family Residential).

August 11, 2020 Study Meeting:

This petition seeks to rezone the former Webster Elementary School site from PL (Public Lands) to R-1 (One Family Residential). The former school site is 9.34 acres in size with frontage on Lyndon Avenue to the north and Mason Avenue to the south. Existing developed single family lots border the property to the east and west with addresses on Blue Skies Avenue and Nola Avenue, respectively. The proposed rezoning and subsequent residential development would involve the entire site which is currently owned by Livonia Public Schools (LPS) and is in the process of being sold to the applicant.

The subject site is surrounded by R-1 zoning and with developed lots that measure the District's minimum standards of 60 feet in width by 120 feet in depth. Of the total 450 acres that makes up Section 19 (excluding public roads), R-1 zoning encompasses roughly 326 acres, or 72.4%. PL (Public Land) zoning, including both City- and LPS-owned properties, currently accounts for approximately 44 acres, or 9.8%. If the proposed rezoning is successful, the amount of R-1 and PL-zoned land will change to 74.6% and 7.7%, respectively.

Submitted with the application to rezone the property is a conceptual site plan showing a total of thirty-one (31) conventional-sized R-1 lots. The design includes a cul-de-sac street extending north from Mason Avenue providing access to Lots 1 thru 21. Lots 22 and 23, shown in the southwest corner of the site, would have direct access from Mason Avenue. Adjacent to these lots is a small open space park. At the north end of the development, Lots 24 thru 31 would have frontage on Lyndon Avenue. Other features of the plan include a stormwater detention basin along the west side of the site and a second, larger open space area located in the northwest corner of the development. The right-of-way width of the proposed street is sixty feet (60') with a 120-foot diameter cul-de-sac.

In comparison, an example site plan that was included as part of the LPS's November 2019 Request for Proposals to Purchase Real Property shows a total of twenty-eight (28) lots. The LPS plan has a single straight road extending through the site connecting to Lyndon Avenue at the north end to Mason Avenue at the south end. The lots all measure at least 60 feet x 120 feet in accordance with conventional R-1 standards. Only two (2) of the lots are shown relying on access to a street other than the proposed new road. These are shown as lots 27 and 28 in the northwest corner of the site. Adjacent to these lots is an open space park that measures 26,182 square feet, which is about 6,000 square feet larger than the minimum required 20,160 square feet based on a ratio of 720 square feet per lot. Like the Petitioner's

PUBLIC HEARING

ITEM 1 Petition 2020-07-01-03 – former Webster Elementary School site Page 2

concept plan, extending along most of the west side of the property is a rectangular-shaped storm water detention basin.

The Future Land Use Map shows the site as Parks and Community, reflecting the current ownership and former use of the property as a school site. This petition is one of three involving former school properties. The other two (2) are Adams located on the south side of Lyndon between Harrison and Inkster, and Wilson located at the northwest corner of Harrison and West Chicago.

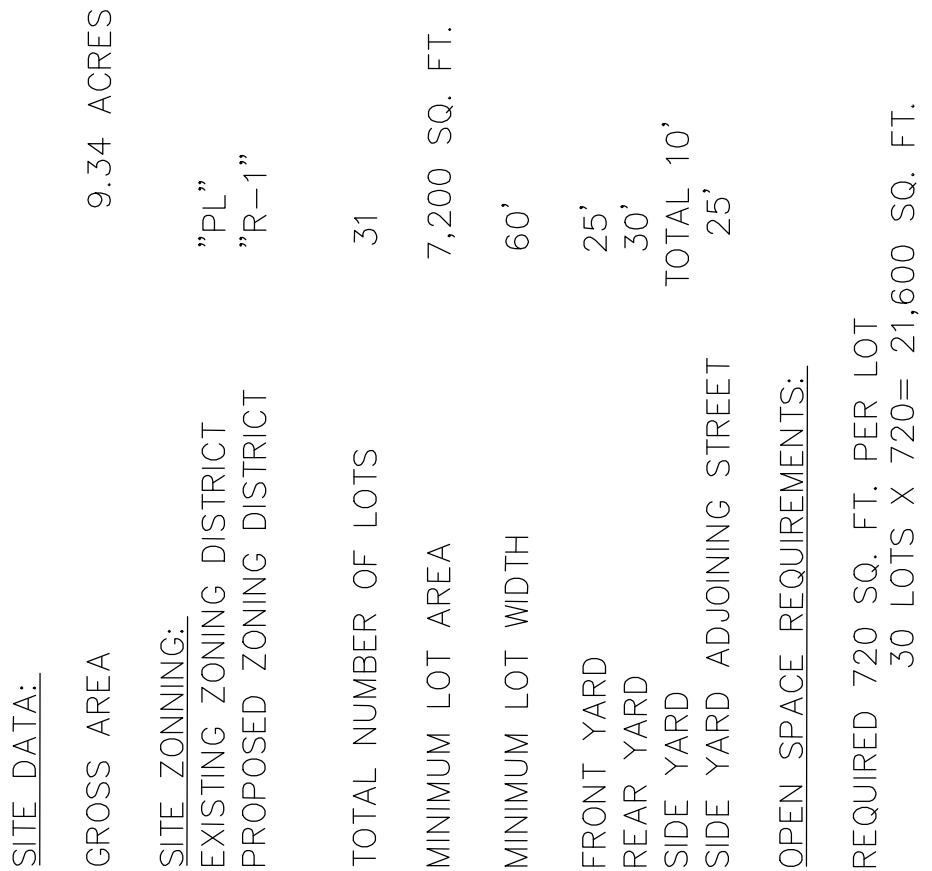
August 18, 2020 Public Hearing:

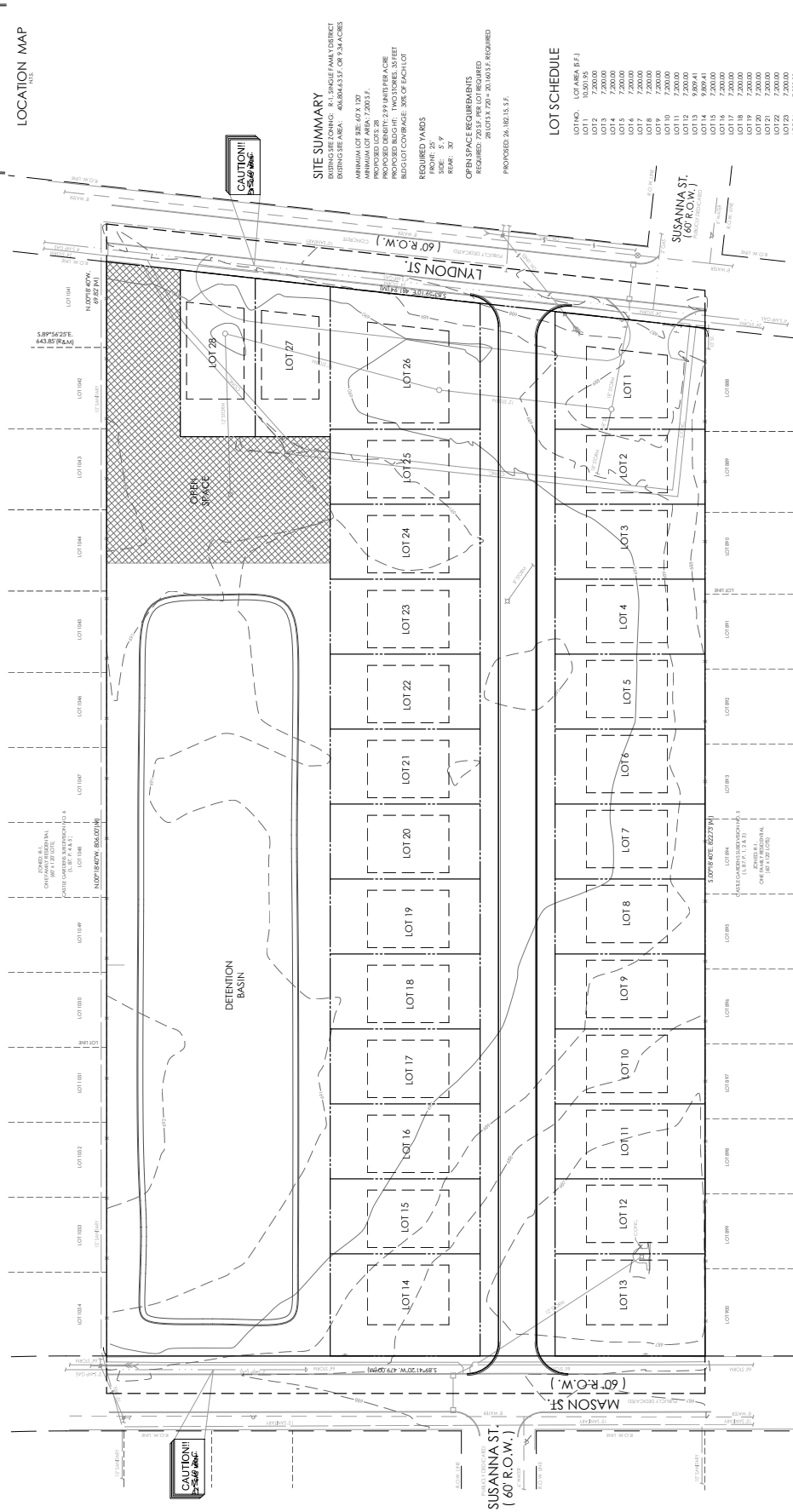
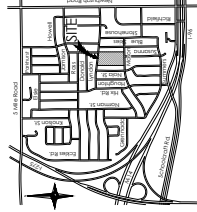
Approving Resolution: That the request to rezone the property at 37855 Lyndon Avenue (former Webster Elementary School site) from PL to R-1 is hereby approved, subject to City Council approval, for the following reasons:

1. That the proposed change of zoning is compatible to and in harmony with the surrounding residential uses and zoning districts in the area.
2. That the proposed change of zoning will provide for a single-family residential development similar in density to what exists in the neighboring area.
3. That the proposed change of zoning is consistent with the existing character of the area.
4. That the proposed zoning change does not obstruct the goals, policies, and objectives of the Future Land Use Plan, and
5. That the proposed change of zoning of the subject property represents a reasonable and logical zoning transformation which adheres to the principles of sound land use planning.

PRELIMINARY SITE LAYOUT

NGLE Design & Engineering, Ilc.
Civil Engineers
Construction Managers
6200 Schaefer Rd., Suite 100, Dearborn, Michigan 48126
Phone: (313) 220-5439
Email: mike@angledesignllc





CAUTION!!
 25' MIN. CONC.

CAUTION!!
 25' MIN. CONC.

SITE SUMMARY
 EXISTING SITE: 8.1 SINGLE FAMILY DETACHED
 EXISTING AREA: 46,864 S.F. OR 1.06 ACRES
 MINIMUM LOT SIZE: 67 X 120
 MINIMUM LOT AREA: 7,200 S.F.
 PROPOSED DENSITY: 25.9 UNITS PER ACRE
 PROPOSED BLDG'G: TWO STOREY, 35 FEET
 BLDG LOT COVERAGE: 30% OF EACH LOT
 REQUIRED YARDS
 FRONT: 10' MIN.
 SIDE: 5' 9"
 REAR: 30'
 OPEN SPACE REQUIREMENTS
 REQUIRED: 755 S.F. PER LOT REQUIRED
 28 LOTS X 27' = 756 S.F. REQUIRED
 PROVIDED: 26,180 S.F.

LOT SCHEDULE

LOT NO.	LOT AREA (S.F.)
LOT 1	10,501.95
LOT 2	7,200.00
LOT 3	7,200.00
LOT 4	7,200.00
LOT 5	7,200.00
LOT 6	7,200.00
LOT 7	7,200.00
LOT 8	7,200.00
LOT 9	7,200.00
LOT 10	7,200.00
LOT 11	7,200.00
LOT 12	7,200.00
LOT 13	9,899.41
LOT 14	7,200.00
LOT 15	7,200.00
LOT 16	7,200.00
LOT 17	7,200.00
LOT 18	7,200.00
LOT 19	7,200.00
LOT 20	7,200.00
LOT 21	7,200.00
LOT 22	7,200.00
LOT 23	7,200.00
LOT 24	7,200.00
LOT 25	7,200.00
LOT 26	7,200.00
LOT 27	7,605.81
LOT 28	7,807.39

DRAWN BY:
 G. Ostrowski
 DESIGNED BY:
 G. Ostrowski
 APPROVED BY:
 G. Ostrowski
 DATE:
 October 28, 2019

SCALE: 1" = 40'

SHEET NO.
 1255
 1 of 1

Tree Inventory List					
Job Number:	L255				
Job Location:	37855 Lyndon St., Livonia MI				
Date:	10/06/2019				
Performed By:	Alexander Kriebel	Forestry Registration No.			
Condition Description Notes:					
"Good" - no observed structural defects"					
"Fair" - minor structural defects, marginal form, some insect activity noted"					
"Poor" - major structural defects, poor form, insect infested"					
*Structural defects may include decayed wood, cracks, root problems, weak branch unions cankers, poor tree architecture, dead/failed branches due to various causes.					
Tree #	Botanical Name	Common Name	Dia.	Condition	Comments
101	Malus 'Donald Wyman'	Donald Wyman Crabapple	6	Poor	Large Mechanical Scar, Some Girdling Indicators As Well
102	Acer platanoides	Crimson Norway Maple	16	Good	
103	Malus 'Profusion'	Profusion Crabapple	6	Fair	Water Sprouting
104	Malus 'Donald Wyman'	Donald Wyman Crabapple	6	Fair	Water Sprouting
105	Malus 'Donald Wyman'	Donald Wyman Crabapple	10	Fair	Water Sprouting
106	Acer rubrum	Red Maple	11	Good	
107	Acer platanoides 'Crimson King'	Norway Maple	11	Good	
108	Pyrus calleryana	Bradford Pear	12	Good	
109	Tilia americana	American Basswood	28	Good	
110	Carya cordiformis	Bitternut Hickory	34	Good	
111	Carya cordiformis	Bitternut Hickory	21	Good	
112	Tilia americana	American Basswood	25	Fair	Minor Lean
113	Carya cordiformis	Bitternut Hickory	24	Poor	Large Rotting Canker Going 15ft Up Trunk, Insect Activity
114	Tilia americana	American Basswood	30	Good	
115	Acer platanoides 'Crimson King'	Norway Maple	11	Good	
116	Acer platanoides 'Crimson King'	Norway Maple	11	Good	
117	Acer platanoides 'Crimson King'	Norway Maple	11	Poor	Heavy Girdling, Exposed Dead Wood Near Injury, Splitting Bark
118	Acer platanoides 'Crimson King'	Norway Maple	12	Fair	Mechanical Damage At Base, Crown Die Off
119	Acer platanoides 'Crimson King'	Norway Maple	10	Fair	Canker At Base
120	Acer saccharum	Sugar Maple	6	Fair	Competing Leads
121	Quercus rubra	Northern Red Oak	41	Poor	Heavy Lean, Rotting Out Canker
122	Quercus rubra	Northern Red Oak	31	Good	
123	Carya cordiformis	Bitternut Hickory	26	Good	
124	Quercus rubra	Northern Red Oak	36	Good	
125	Quercus muehlenbergii	Chinkapin Oak	36	Good	
126	Ulmus americana	American Elm	39	Good	
127	Acer saccharum	Sugar Maple	31	Good	
128	Acer saccharum	Sugar Maple	28	Good	
129	Quercus alba	White Oak	40	Fair	Minor Lean
130	Acer saccharum	Sugar Maple	25	Fair	Canopy Die Back, Canker, Mech. Damage To Surfacing Roots

LEGAL DESCRIPTION - PER TITLE COMMITMENT

LAND IN THE CITY OF LIVONIA, WAYNE COUNTY, MI, DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST AND WEST 1/4 LINE OF SECTION 19, TOWN 1 SOUTH, RANGE 9 EAST, DISTANT SOUTH 89 DEGREES 56 MINUTES 25 SECONDS EAST 643.85 FEET FROM THE CENTER CORNER OF SAID SECTION, AND PROCEEDING THENCE ALONG SAID 1/4 LINE SOUTH 89 DEGREES 56 MINUTES 25 SECONDS EAST 431.13 FEET; THENCE SOUTH 0 DEGREES 14 MINUTES 30 SECONDS EAST 393.68 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 20 SECONDS EAST 48.36 FEET; THENCE SOUTH 0 DEGREES 18 MINUTES 40 SECONDS EAST 439.08 FEET; THENCE ALONG THE CENTER LINE OF FUTURE MASON AVENUE, 60 FEET WIDE, SOUTH 89 DEGREES 41 MINUTES 20 SECONDS WEST 479.00 FEET; THENCE NORTH 0 DEGREES 18 MINUTES 40 SECONDS WEST 836.00 FEET TO THE POINT OF BEGINNING, EXCEPT THE SOUTH 30 FEET THEREOF.

AND

PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST AND WEST 1/4 LINE OF SECTION 19, TOWN 1 SOUTH, RANGE 9 EAST, DISTANT SOUTH 89 DEGREES 56 MINUTES 25 SECONDS EAST 643.85 FEET FROM THE CENTER CORNER OF SAID SECTION, AND PROCEEDING THENCE ALONG SAID 1/4 LINE SOUTH 89 DEGREES 56 MINUTES 25 SECONDS EAST 47.88 FEET; THENCE SOUTH 0 DEGREES 18 MINUTES 40 SECONDS EAST 393.92 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 20 SECONDS WEST 48.38 FEET; THENCE NORTH 0 DEGREES 14 MINUTES 30 SECONDS WEST 393.68 FEET TO THE POINT OF BEGINNING.

AND

PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST AND WEST 1/4 LINE OF SECTION 19, TOWN 1 SOUTH, RANGE 9 EAST, DISTANT SOUTH 89 DEGREES 56 MINUTES 25 SECONDS EAST 643.85 FEET FROM THE CENTER CORNER OF SAID SECTION, AND PROCEEDING THENCE NORTH 0 DEGREES 18 MINUTES 40 SECONDS WEST 100.00 FEET; THENCE ALONG THE CENTER LINE OF FUTURE LYNDON AVENUE, 60 FEET WIDE, SOUTH 83 DEGREES 59 MINUTES 10 SECONDS EAST 23.89 FEET; THENCE SOUTH 0 DEGREES 18 MINUTES 40 SECONDS EAST 91.34 FEET; THENCE ALONG SAID EAST AND WEST 1/4 LINE NORTH 89 DEGREES 56 MINUTES 25 SECONDS WEST 23.55 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTH 30 FEET THEREOF.

AND

PART OF THE NORTHEAST 1/4 LINE OF SECTION 19, TOWN 1 SOUTH, RANGE 9 EAST, BEGINNING AT A POINT ON THE EAST AND WEST 1/4 LINE OF SECTION 19, TOWN 1 SOUTH, RANGE 9 EAST, DISTANT SOUTH 89 DEGREES 56 MINUTES 25 SECONDS EAST 667.40 FEET FROM THE CENTER CORNER OF SAID SECTION, AND PROCEEDING THENCE NORTH 0 DEGREES 18 MINUTES 40 SECONDS WEST 97.54 FEET; THENCE ALONG THE CENTER LINE OF FUTURE LYNDON AVENUE, 60 FEET WIDE, SOUTH 83 DEGREES 59 MINUTES 10 SECONDS EAST 458.24 FEET; THENCE SOUTH 0 DEGREES 18 MINUTES 40 SECONDS EAST 50.01 FEET; THENCE ALONG SAID EAST AND WEST 1/4 LINE NORTH 89 DEGREES 56 MINUTES 25 SECONDS WEST 455.46 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTH 30 FEET THEREOF.

TAX ID NUMBER: 46-073-99-0007-000

ADDRESS: 37855 LYNDON, LIVONIA, MI 48154

THE ABOVE LEGAL DESCRIPTION IS FROM FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. NCS-982614-MICH, COMMITMENT DATE: SEPTEMBER 5, 2019.

SURVEY DATA

SITE AREA:
406,805 SQUARE FEET OR 9.34 ACRES OF LAND

ZONED:
PL, PUBLIC LANDS

PARKING SPACES:
NO PARKING SPACES

A SURVEYOR CANNOT MAKE A CERTIFICATION ON THE BASIS OF AN INTERPRETATION OR OPINION OF ANOTHER PARTY. A ZONING ENDORSEMENT LETTER SHOULD BE OBTAINED FROM THE CITY OF LIVONIA TO INSURE CONFORMITY AS WELL AS MAKE A FINAL DETERMINATION OF THE REQUIRED BUILDING SETBACK REQUIREMENTS.

TITLE REPORT NOTES

REFERENCE FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NUMBER: NCS-982614-MICH, EFFECTIVE DATE: SEPTEMBER 5, 2019.

SCHEDULE B - PART II, EXCEPTIONS:

EXCEPTIONS: 1, 4, 5, 6, 8 AND 10 REFER TO THE OWNERSHIP OF THE PROPERTY AND/OR ARE NOT PLOTTABLE.

2. ANY FACTS, RIGHTS, INTERESTS, OR CLAIMS THAT ARE NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY MAKING INQUIRY OF PERSONS IN POSSESSION OF THE LAND.

3. EASEMENTS, ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS.

7. INTEREST, IF ANY, OF THE UNITED STATES, STATE OF MICHIGAN, OR ANY POLITICAL SUBDIVISION THEREOF, IN THE OIL, GAS AND MINERALS IN AND UNDER AND THAT MAY BE PRODUCED FROM THE CAPTIONED LAND.

9. ANY RIGHTS, TITLE, INTEREST OR CLAIM THEREOF TO THAT PORTION OF THE LAND TAKEN, USED OR GRANTED FOR STREETS, ROADS OR HIGHWAYS.

FLOOD HAZARD NOTE

THE PROPERTY DESCRIBED ON THIS SURVEY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THE PROPERTY LIES WITHIN ZONE X OF THE FLOOD INSURANCE RATE MAP IDENTIFIED AS MAP NO. 261630004E BEARING AN EFFECTIVE DATE OF 02-02-2012.

TOPOGRAPHIC SURVEY NOTES

ALL ELEVATIONS ARE EXISTING ELEVATIONS, UNLESS OTHERWISE NOTED.

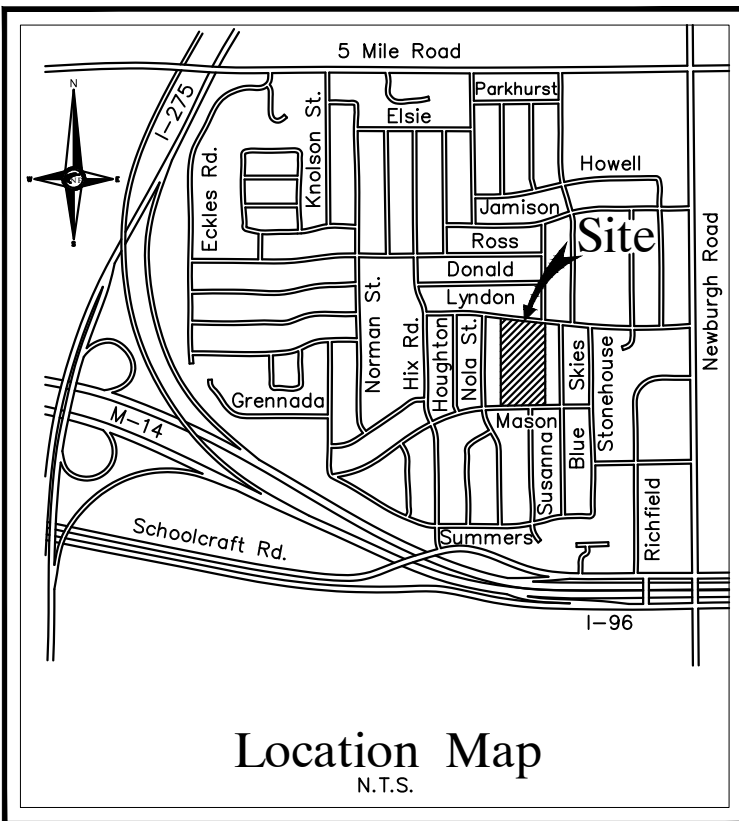
UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICIALS AND RECORDS OF UTILITY COMPANIES, AND NO GUARANTEE CAN BE MADE TO THE COMPLETENESS, OR EXACTNESS OF LOCATION.

DTE DISCLAIMER NOTE

PLEASE NOTE THAT DTE HAS NEW REGULATIONS THAT MAY IMPACT DEVELOPMENT OUTSIDE THEIR EASEMENT OR THE PUBLIC RIGHT OF WAY. CLIENT SHALL CONTACT DTE TO DETERMINE THE "NEW STRUCTURES AND POWER LINE" REQUIREMENTS AS THEY MAY APPLY TO ANY FUTURE BUILDING OR RENOVATION OF A STRUCTURE. DTE ENERGY CAN BE CONTACTED AT 800-477-4747

MISS DIG / UTILITY DISCLAIMER NOTE

A MISS DIG TICKET NUMBER A092750193, PURSUANT TO MICHIGAN PUBLIC ACT 174 WAS ENTERED FOR THE SURVEYED PROPERTY. DUE TO THE EXTENDED REPORTING PERIOD FOR UNDERGROUND FACILITY OWNERS TO PROVIDE THEIR RECORDS, THE SURVEY MAY NOT REFLECT ALL THE UTILITIES AT THE TIME THE SURVEY WAS ISSUED ON OCTOBER 28, 2019. THE SURVEY ONLY REFLECTS THOSE UTILITIES WHICH COULD BE OBSERVED BY THE SURVEYOR IN THE FIELD OR AS DEPICTED BY THE UTILITY COMPANY. RECORDS FURNISH PRIOR TO THE DATE THIS SURVEY WAS ISSUED. THE CLIENT AND/OR THEIR AUTHORIZED AGENT SHALL VERIFY WITH THE FACILITY OWNERS AND/OR THEIR AUTHORIZED AGENTS, THE COMPLETENESS AND EXACTNESS OF THE UTILITIES LOCATION.



BASIS OF BEARING NOTE

ALL BEARINGS ARE IN RELATION TO THE PREVIOUSLY ESTABLISHED EAST-WEST 1/4 LINE OF SECTION 19 OF CASTLE GARDENS SUBDIVISION NO. 6 AS RECORDED IN LIBER 87 OF PLATS, PAGES 4 AND 5, WAYNE COUNTY RECORDS. (S.89°56'25"E.)

CERTIFICATE OF SURVEY

WE HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED.

KEVIN NAVAROLI, P.S. NO. 53503

10-28-2019
DATE

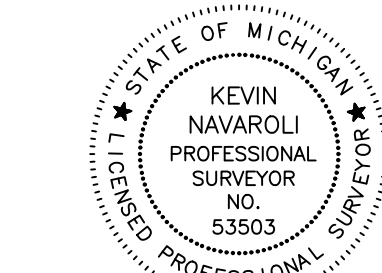


NOWAK & FRAUS ENGINEERS

CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257
WWW.NOWAKFRAUS.COM

SEAL



PROJECT

Livonia Public Schools -
Webster Site
37855 Lyndon Street
Livonia, MI 48154

CLIENT

Livonia Public Schools
15125 Farmington Road
Livonia, MI 48154

Contact: Phillip Francis
Phone: 734.744.2554
Email:
pfrancis@livoniapublicschools.org

PROJECT LOCATION

Part of the East 1/2
of Section 19
T.1S., R.9E.,
City of Livonia,
Wayne County, Michigan

SHEET

Boundary / Topographic /
Tree Survey



DATE ISSUED/REVISED
10-28-19 SURVEY ISSUED

	EXISTING SANITARY SEWER
	EXISTING SAN. CLEAN OUT
	EXISTING WATER MAIN
	EXISTING STORM SEWER
	EX. BEEHIVE CATCH BASIN
	EX. UNDERGROUND (UG.) CABLE
	OVERHEAD (OH.) LINES
	LIGHT POLE
	SIGN
	EXISTING GAS MAIN
	ASPHALT
	CONCRETE
	FOUND
	RETAINING WALL
	RIGHT-OF-WAY
	SET PK NAIL
	TYPICAL
	RECORD
	MEASURED
	CENTERLINE
	PROPERTY LINE
	GAS METER
	ELECTRIC METER
	LANDSCAPE
	DOWNSPOUT
	PARKING METER

DRAWN BY:

M. Carnaghi

DESIGNED BY:

APPROVED BY:

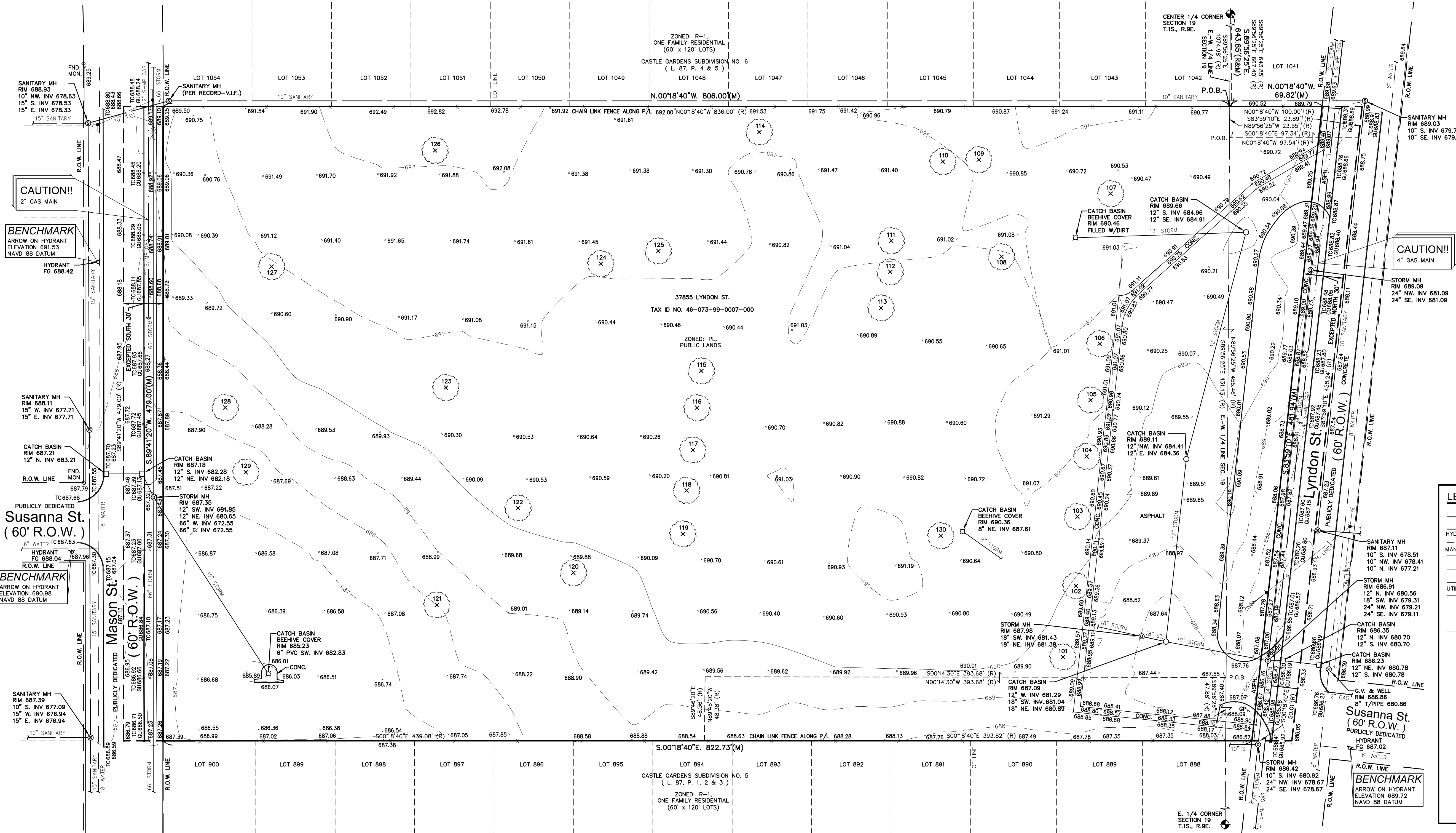
K. Navaroli

DATE:

October 28, 2019

SCALE: 1" = 40'

NFE JOB NO. SHEET NO.
L255 1 of 1



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
CITY ENGINEER

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



MAUREEN MILLER BROSNAN
MAYOR

DONALD R ROHRAFF
DIRECTOR OF PUBLIC WORKS

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

August 10, 2020

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2020-07-01-03 – #37855 Lyndon Avenue

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed rezoning at this time. The parcel is assigned the address of **#37855 Lyndon Avenue**. The legal description submitted by the owner appears to be correct, but we would like to suggest using the following simplified legal description instead:

That part of the East ½ of Section 19, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, described as beginning at a point distant S 89°56'25" E, 643.85 feet from the center corner of said Section 19 and proceeding thence N 00°18'40" W, 100.00 feet to the centerline of Lyndon Avenue; thence along said Lyndon Avenue centerline S 83°59'10" E, 481.93 feet; thence S 00°18'40" E, 882.91 feet to the centerline of Mason Avenue; thence along said Mason Avenue centerline S 89°41'20" W, 479.00 feet; thence N 00°18'40" W, 836.03 feet to the Point of Beginning, except the northerly 30 feet, also except the southerly 30 feet.

The proposed development is currently serviced by public water main, sanitary and storm sewers, which will need to be extended to service any new residences. The submitted drawing does not indicate any utility connections, so we do not have any knowledge of impacts to the existing systems at this time. The owner has been in contact with this office regarding the project, and is aware of the Engineering Department requirements.

To: Mr. Scott Miller
Re: Petition 2020-07-01-03 – #37855 Lyndon Avenue (Webster School Site)

August 10, 2020
Page 2

It should be noted that should the project move forward the proposed construction will be required to meet the Wayne County Stormwater Ordinance, including detention requirements. A full review of the proposed development will be completed when plans are submitted for 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,

A handwritten signature in black ink, appearing to read 'D. Lear', is written over a horizontal line.

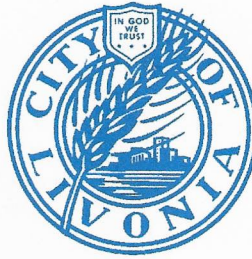
David W. Lear, P.E.
Assistant City Engineer

cc: 2020 Petition File

DEPARTMENT OF FINANCE

Michael T. Slater
DIRECTOR OF FINANCE

Connie Kumpula
CHIEF ACCOUNTANT



MAUREEN MILLER BROSNAN
MAYOR

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

August 10, 2020

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

Petition 2020-07-01-03 – 37855 Lyndon (formerly Webster Elementary School Site) – Leo Soave Building Company

Dear Mr. Miller,

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

Please contact me if you have any further questions.

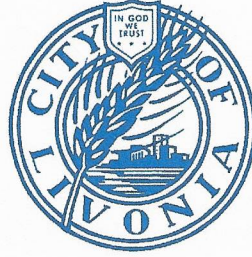
Very truly yours,


Connie Kumpula
Chief Accountant

CK: jw

OFFICE OF THE TREASURER

LYNDA L. SCHEEL
CITY TREASURER



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

August 7, 2020

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

Re: Petition 2020-07-01-03 37855 Lyndon Ave
Soave – former Webster site

Dear Mr. Miller,

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

Sincerely,


Lynda L. Scheel
Treasurer, City of Livonia

OTHER ITEMS RELATED TO THE PETITION

Request For Proposals To Purchase Real Property

9.34 +/- Acres

37855 Lyndon Street

Livonia, Michigan

Livonia Public Schools

GREAT NORTHERN CONSULTING GROUP
REAL ESTATE SERVICES AND CONSULTING

1785 West Stadium, Suite 202
Ann Arbor, MI 48103

Phone (734) 996-9979
Mobile (586) 703-9882
greatcgroup@aol.com

Table of Contents

- I. Introduction – Proposal Process Description
- II. Fact Sheet/Community Information
- III. Location/Site Maps
- IV. Zoning
- V. Survey /Utility Survey/Concept Plan/Demolition Plan
- VI. Legal Documents

“The information contained in this Request For Proposal To Purchase Real Property is provided as an accommodation to the prospective purchasers. It is believed to be correct, but no representations or warranties as to its accuracy should be inferred or are made. Each party responding to this Request For Proposals should independently confirm the accuracy of the information contained herein.”

I. Introduction – Proposal Process Description

“The information contained in this Request For Proposal To Purchase Real Property is provided as an accommodation to the prospective purchasers. It is believed to be correct, but no representations or warranties as to its accuracy should be inferred or are made. Each party responding to this Request For Proposals should independently confirm the accuracy of the information contained herein.”

GREAT NORTHERN CONSULTING GROUP
REAL ESTATE SERVICES AND CONSULTING

1785 West Stadium, Suite 202
Ann Arbor, MI 48103

Phone (734) 996-9979
Mobile (586) 703-9882

November 19, 2019

To: Prospective Purchasers
From: Great Northern Consulting Group

Re: **Request For Proposals To Purchase 37855 Lyndon Street, Livonia, Michigan, containing 9.34 +/- Acres**

Thank you for your interest in submitting a Proposal to purchase the above-referenced vacant real property owned by Livonia Public Schools (the "School District"). The 9.34 +/- acre site has 482 feet of frontage on Lyndon Street and 479 feet of frontage on Mason Street with an average depth of 814 feet (See Survey **Section V** for further details). The subject property is located at 37855 Lyndon Street, Livonia, Michigan (the "Property" or the "Site"). The Site is located just West of Newburgh Road and South of Five Mile Road. The School Building has been demolished and the Site is vacant. Demolition information is included in the Survey Section of the RFP.

The Property is currently zoned for public purposes, but the City has indicated a logical rezoning to R-1 one-family residential district zoning. The R-1 one family zoning allows single family residential lots with a minimum of 60 feet of frontage and a minimum depth 120 feet and a minimum of 7,200 square feet of lot area. All necessary public utilities are available to the Property for development. Pursuant to discussions with the City Planner, the Property will accommodate approximately 26 to 30 single family lots using a traditional site plan. The attached Concept Plan contained in this Request For Proposals ("RFP") shows 28 lots. A Cluster Option could be pursued which will allow for more open space on the Property, however the developer will have to show substantial public benefit to receive consideration of this development option. The School District desires the development to be family friendly and requires all Proposals to include a description of the project proposed for the Property, a concept plan proposed for the Site and elevations of the homes planned for the project.

Great Northern Consulting Group is marketing this Property for Livonia Public Schools on a fee basis as consultants. The School District's goal is to select one (1) developer to purchase the entire Property. However, the School District reserves the right to select one (1) or more purchasers to purchase the Property. The School District

is seeking Proposals to purchase the Property that must be submitted to **Phillip Francis, Director of Operations for Livonia Public Schools, 15125 Farmington Road, Livonia, Michigan 48154** on or before **3:00 P.M. local time on January 21, 2020**. No phone, fax or electronic transmission Proposals will be accepted. If mailed, no responsibility is assumed for postal delays. **NOTWITHSTANDING THE FOREGOING, THE SCHOOL DISTRICT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS, IN WHOLE OR IN PART. THE SCHOOL DISTRICT ALSO RESERVES THE RIGHT TO WAIVE ANY IRREGULARITIES CONTAINED IN ANY PROPOSAL OR REQUIREMENTS OF THIS REQUEST FOR PROPOSALS.**

The attached package includes the following information: (I) Introduction – Proposal Process Description; (II) Fact Sheet/Community Information; (III) Location/Site Maps; (IV) Zoning; (V) Survey/Utility Survey/Concept Plan/Demolition Information; and (VI) Legal Documents.

The School District requires that all Proposals include a signed Proposal Form as set forth in **Section VI** of this RFP, along with a detailed description of the proposed concept plan/home elevations for Site. Please note that the legal documents represent the form of agreement acceptable to the School District. The Proposal Form must be completed prior to submittal to Livonia Public Schools. Proposals that include modified terms more favorable to the purchaser (and, hence, less favorable to the School District) may be rejected on that basis. Of course, modifications that are favorable to the School District would be preferred and may enhance a potential purchaser's position in the selection process. **An earnest money deposit of \$25,000 will be required within three (3) business days of acceptance of the Offer by the School District.**

While Livonia Public Schools reserves the right to accept or reject any and all Proposals, in whole or in part, a number of finalists may be selected and asked to provide additional information, including financial qualifications and more detailed concepts plans for the development of the Property. The additional information will facilitate the final selection of the successful purchaser(s). Further, the additional information will allow the School District to select a purchaser financially able to perform on the contract and proceed with a development perceived to be positive for the School District as well as the community at large. It is important to note that the highest price may not necessarily represent the Proposal that the School District determines in its sole discretion to be, in its totality, in the best interest of the School District.

The finalists will be notified shortly after the deadline for submission of its Proposal. Livonia Public Schools may request the finalists to make revisions to their Proposals that the School District deems necessary to select a successful purchaser(s). This is a Request For Proposals only. Proposals will be treated as offers to enter into the Offer To Purchase Real Estate included in **Section VI** of this RFP. Once a Proposal is accepted by the School District it shall be known hereinafter as the "Offer."

Upon final acceptance of the Offer(s), there will be a 90-day period for physical due diligence ("Inspection Period"). There will then be an additional 90 days for government approvals, however the \$25,000 earnest money deposit shall become nonrefundable after the initial 90-day Inspection Period. Many standard contingencies are included so that the purchaser may satisfy itself as to the Property's suitability for development during the 90-day Inspection Period and Governmental Approval Period. Closing is anticipated to occur within 10 days after the expiration of the Inspection Period, or if extended, the Extension Period.

Please note that we are making no representations regarding the suitability of this Property for any particular purpose. It is the purchaser's sole responsibility to determine suitability during the Inspection Period. Within the constraints of this limitation, please address all questions regarding this Property to Great Northern Consulting Group.

Great Northern Consulting Group is representing Livonia Public Schools as a fee based consultant in this matter. As a result, there is no real estate commission to be paid. Brokers must look to their purchaser for compensation.

Please note again that all Proposals, including a signed Proposal Form on the form provided and an Affidavit of Compliance - Iran Economic Sanctions Act, must be submitted to Phillip Francis, Director of Operations for Livonia Public Schools, 15125 Farmington Road, Livonia, Michigan 48154 on or before 3:00 P.M. local time on January 21, 2020. Any proposed changes/modifications to the form of Offer To Purchase provided in this package under Section VI MUST be specifically enumerated and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of the RFP or form of Offer To Purchase cannot be met. No phone, fax or electronic transmission Proposals will be accepted. If mailed, no responsibility is assumed for postal delays.

Thank you again for your interest in this Property. We are looking forward to receiving your Proposal.

Respectfully,
Great Northern Consulting Group

William W. Bowman, IV
President

II. Fact Sheet/Community Information

“The information contained in this Request For Proposal To Purchase Real Property is provided as an accommodation to the prospective purchasers. It is believed to be correct, but no representations or warranties as to its accuracy should be inferred or are made. Each party responding to this Request For Proposals should independently confirm the accuracy of the information contained herein.”

Livonia Public Schools

RFP Fact Sheet

PROPERTY ID: 46-073-99-0007-000

LOCATION: 37855 LYNDON STREET

MUNICIPALITY: LIVONIA, MICHIGAN

SIZE: 9.34 +/- ACRES

UTILITIES: ALL UTILITIES AVAILABLE. PLEASE SEE SURVEY FOR DETAILS

ZONING: PUBLIC PURPOSE/REZONE R-1 ONE FAMILY RESIDENTIAL DISTRICT

PRICE: NO MINIMUM PRICE HAS BEEN SET

TERMS: CASH

RIGHTS OF OWNER: **LIVONIA PUBLIC SCHOOLS RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS, IN WHOLE OR IN PART. THE SCHOOL DISTRICT ALSO RESERVES THE RIGHT TO WAIVE ANY IRREGULARITIES CONTAINED IN ANY PROPOSAL OR REQUIREMENTS OF THIS REQUEST FOR PROPOSALS.**

ALL PROPOSALS, INCLUDING A SIGNED PROPOSAL FORM ON THE FORM PROVIDED AND AN AFFIDAVIT OF COMPLIANCE - IRAN ECONOMIC SANCTIONS ACT, MUST BE SUBMITTED TO MR. PHILLIP FRANCIS, DIRECTOR OF OPERATIONS FOR LIVONIA PUBLIC SCHOOLS, 15125 FARMINGTON ROAD, LIVONIA, MICHIGAN 48154 ON OR BEFORE 3:00 PM LOCAL TIME ON JANUARY 21, 2020. NO PHONE, FAX OR ELECTRONIC TRANSMISSION OFFERS WILL BE ACCEPTED. IF MAILED, NO RESPONSIBILITY IS ASSUMED FOR POSTAL DELAYS.

COMMISSION: NO REAL ESTATE COMMISSION TO BE PAID BY LIVONIA PUBLIC SCHOOLS. GREAT NORTHERN CONSULTING GROUP IS A FEE-BASED ADVISOR TO THE SCHOOL BOARD. BROKERS MUST LOOK TO PURCHASER FOR COMPENSATION.

City of Livonia

Elected Officials Contact Information

Incoming Mayor (2020)

Maureen Miller Brosnan

E-mail: mayor@ci.livonia.mi.us

Clerk:

Susan M. Nash

E-mail: snash@ci.livonia.mi.us

Phone: 734-466-2230

Treasurer:

Lynda L. Scheel

E-mail: Treasurer@ci.livonia.mi.us

Phone: 734-466-2245

City Council

President:

Kathleen E. McIntyre

E-mail: kmcintyre@ci.livonia.mi.us

Phone: 734-466-2255

Vice President:

Scott Bahr

E-mail: sbahr@ci.livonia.mi.us

Phone: 734-466-2258

Council Member:

Laura Toy

E-mail: lttoy@ci.livonia.mi.us

Phone: 734-466-2258

Council Member:

Jim Jolly

E-mail: jjolly@ci.livonia.mi.us

Phone: 734-466-2257

Council Member:

Cathy White

E-mail: lcwhite@ci.livonia.mi.us

Phone: 734-466-2253

New Council Members January 2020

Brandon McCullough

Rob Donovic

Department Phone Directory

Assessor

734-466-2220

Linda Gosselin, Assessor

Civil Services

734-466-2530

Denise Maier

Community Recourses

734-466-2540

Linda McCann

Economic Development

734-466-2293

Mark S. Taormina

Engineering

734-466-2570

Todd Zilincik

Finance

734-466-2260

Michael Slater

Fire Department

734-466-2444

David Heavener

Inspection

734-466-2580

Jerome Hanna

Law

734-466-2520

Paul Bernier

Parks and Recreation

734-466-2410

Ted Davis

Planning

734-466-2290

Mark S. Taormina

Police Department

734-466-2470

Curtis Caid, Chief

Water Department

734-466-2278

City of Livonia
MILLAGE RATES FOR CITY RESIDENTS
LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT
HOMESTEAD

Taxing Entity	2015	2016	2017	2018	2019
<u>Tax Rate shown in Mills</u>					
State Education Tax	6.0000	6.0000	6.0000	6.0000	6.0000
Livonia Public Schools Operating	1.1200	1.1200	1.1157	1.1157	1.1101
Livonia Public School Debt	4.6000	4.5400	4.5400	4.5400	4.6000
Wayne Intermediate School District(RESA)	3.4643	3.4643	5.4643	5.4643	5.4643
Schoolcraft Community College	1.7967	1.7967	1.7766	1.7766	2.2516
Livonia City Government	13.9378	13.9380	13.8993	13.8993	13.8927
Wayne County Government	7.6141	6.6380	6.6380	6.6380	6.6380
Wayne County Jail	0.9381	0.9381	0.9381	0.9381	0.9381
Wayne County Parks	0.2459	0.2459	0.2459	0.2459	0.2459
Zoo Authority	0.1000	0.1000	0.1000	0.1000	0.1000
Art Institute	0.2000	0.2000	0.2000	0.2000	0.2000
Huron Clinton Metro Authority	0.2146	0.2146	0.2140	0.2140	0.2129
Total Millage Rates	40.2315	39.1956	41.1319	41.1319	41.6536
Average Residential Taxable Value	\$69,550	\$71,090	\$73,580	\$76,375	\$79,638
<u>Average Tax Rates Shown in Dollars</u>					
State Education Tax	\$417	\$427	\$441	\$458	\$478
Livonia Public Schools Operating	\$78	\$80	\$82	\$85	\$88
Livonia Public School Debt	320	323	334	347	366
Wayne Intermediate School District(RESA)	241	246	402	417	435
Schoolcraft Community College	125	128	131	136	179
Livonia City Government	969	991	1,023	1,062	1,106
Wayne County Government	530	472	488	507	529
Wayne County Jail	65	67	69	72	75
Wayne County Parks	17	17	18	19	20
Zoo Authority	7	7	7	8	8
Art Institute	14	14	15	15	16
Huron Clinton Metro Authority	15	15	16	16	17
Total Dollars	\$2,798	\$2,786	\$3,026	\$3,141	\$3,317

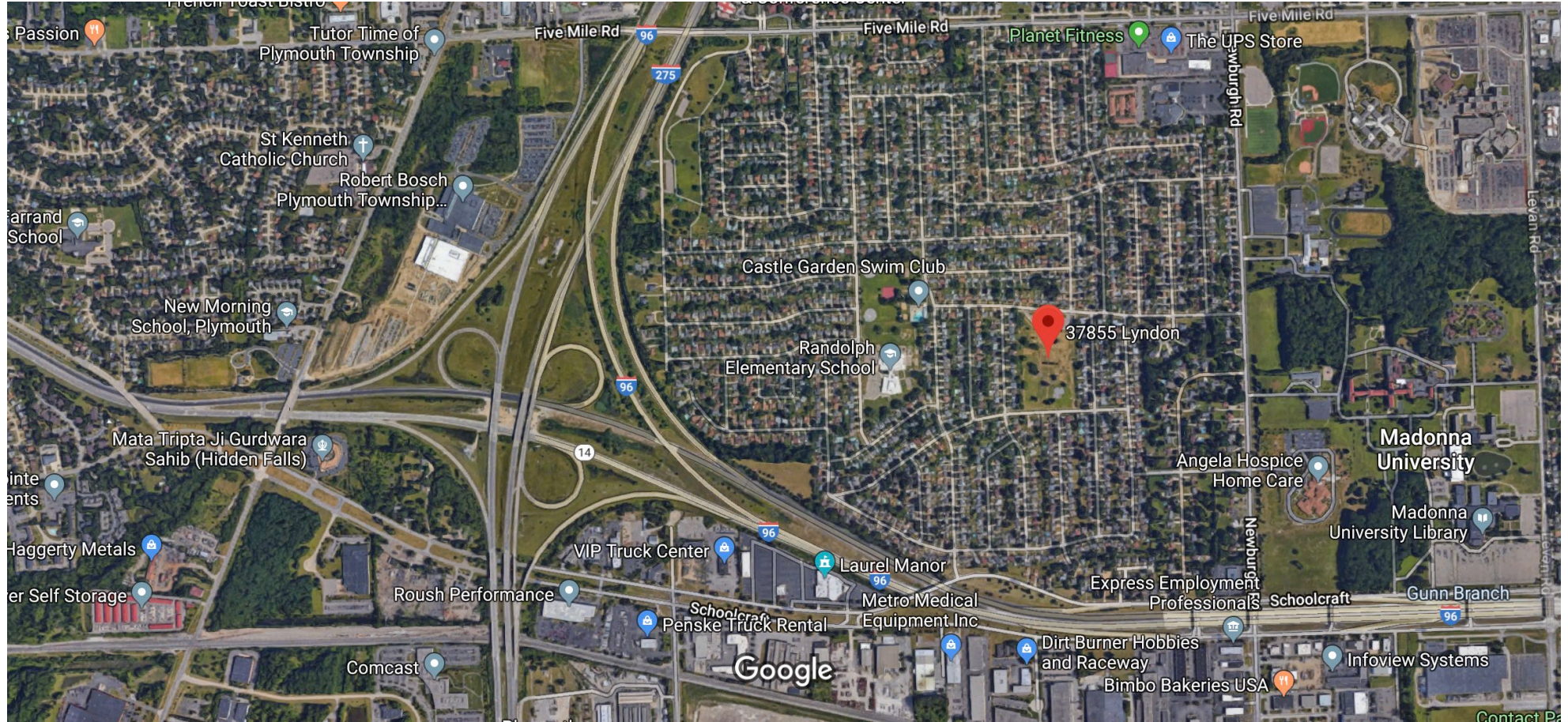
MILLAGE RATES FOR CITY RESIDENTS
LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT
NON-HOMESTEAD

Taxing Entity	2015	2016	2017	2018	2019
<u>Tax Rate shown in Mills</u>					
State Education Tax	6.0000	6.0000	6.0000	6.0000	6.0000
Livonia Public Schools Operating	19.1200	19.1200	19.1157	19.1157	19.1101
Livonia Public School Debt	4.6000	4.5400	4.5400	4.5400	4.6000
Wayne Intermediate School District(RESA)	3.4643	3.4643	5.4643	5.4643	5.4643
Schoolcraft Community College	1.7967	1.7967	1.7766	1.7766	1.7766
Livonia City Government	13.9378	13.9380	13.8993	13.8993	13.8927
Wayne County Government	7.6141	6.6380	6.6380	6.6380	6.6380
Wayne County Jail	0.9381	0.9381	0.9381	0.9381	0.9381
Wayne County Parks	0.2459	0.2459	0.2459	0.2459	0.2459
Zoo Authority	0.1000	0.1000	0.1000	0.1000	0.1000
Art Institute	0.2000	0.2000	0.2000	0.2000	0.2000
Huron Clinton Metro Authority	0.2146	0.2146	0.2140	0.2140	0.2129
Total Millage Rates	58.2315	57.1956	59.1319	59.1319	59.1786
Average Residential Taxable Value	\$69,550	\$71,090	\$73,580	\$76,375	\$79,638
<u>Average Tax Rates Shown in Dollars</u>					
State Education Tax	\$417	\$427	\$441	\$458	\$478
Livonia Public Schools Operating	\$1,330	\$1,359	\$1,407	\$1,460	\$1,522
Livonia Public School Debt	320	323	334	347	366
Wayne Intermediate School District(RESA)	241	246	402	417	435
Schoolcraft Community College	125	128	131	136	141
Livonia City Government	969	991	1,023	1,062	1,106
Wayne County Government	530	472	488	507	529
Wayne County Jail	65	67	69	72	75
Wayne County Parks	17	17	18	19	20
Zoo Authority	7	7	7	8	8
Art Institute	14	14	15	15	16
Huron Clinton Metro Authority	15	15	16	16	17
Total Dollars	\$4,050	\$4,066	\$4,351	\$4,516	\$4,713

III. Location/Site Maps

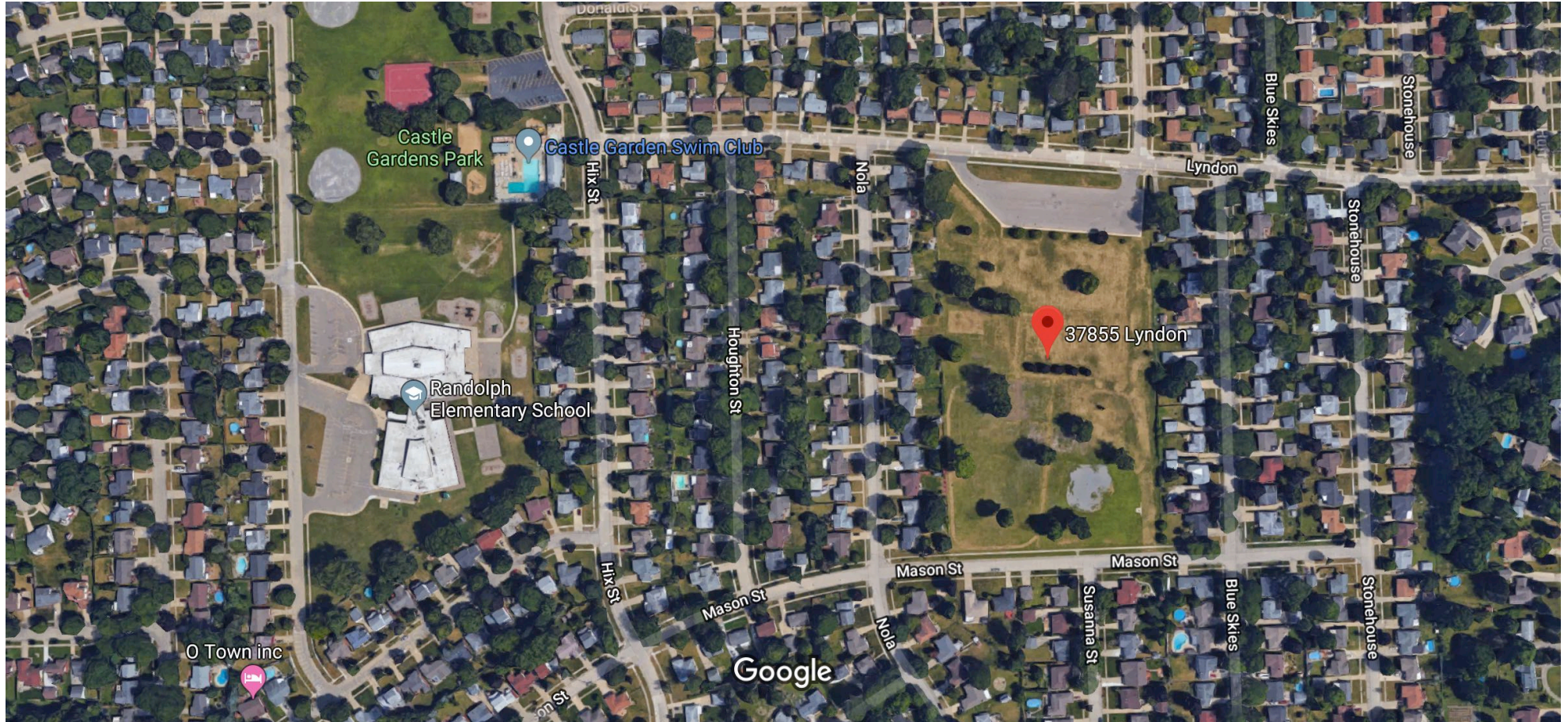
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Google Maps 37855 Lyndon

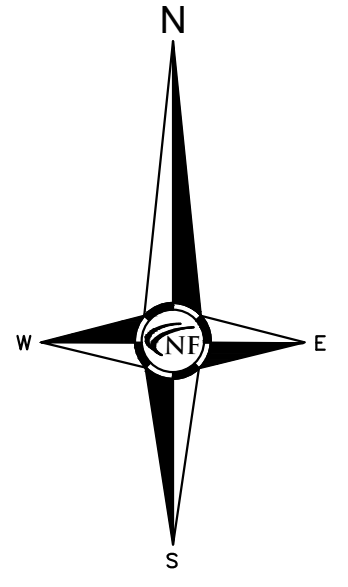
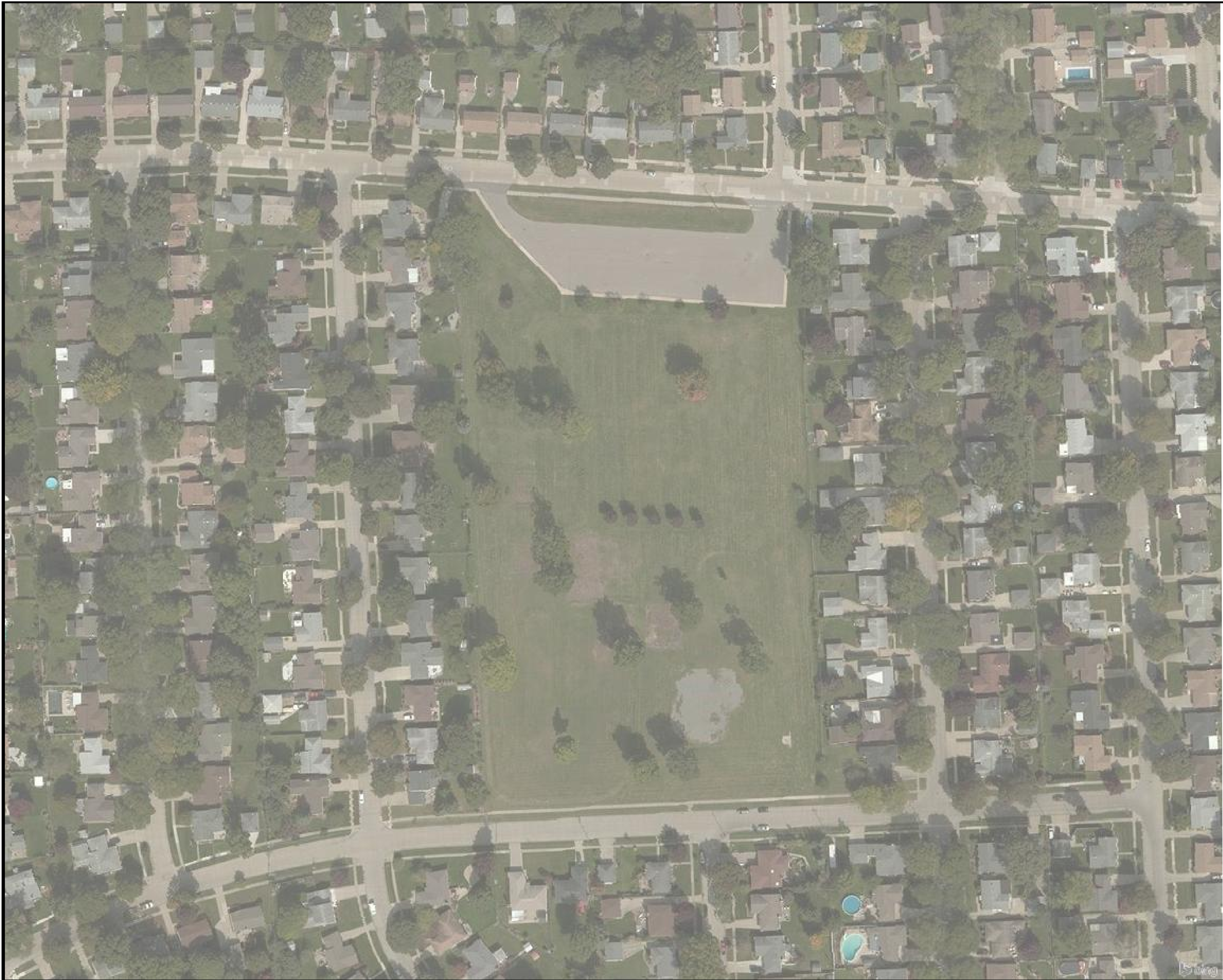


Imagery ©2019 Google, Imagery ©2019 CNES / Airbus, Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2019 1000 ft

Google Maps 37855 Lyndon



Imagery ©2019 Google, Imagery ©2019 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2019 200 ft



NF
ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

SCALE: 1" = 60'
60 30 0 30 60 90

IV. Zoning

“The information contained in this Request For Proposal To Purchase Real Property is provided as an accommodation to the prospective purchasers. It is believed to be correct, but no representations or warranties as to its accuracy should be inferred or are made. Each party responding to this Request For Proposals should independently confirm the accuracy of the information contained herein.”

ARTICLE IV. - R-1 THROUGH R-5 DISTRICT REGULATIONS

Section 4.01 Application of Article. The regulations set forth in this article shall apply to all R-1, R-2, R-3, R-4 and R-5 Districts.

Section 4.02 Permitted Uses. (Section 4.02, as amended by the following: Ordinance No. 737, adopted 4-23-69; Ordinance No. 845, adopted 11-12-70; Ordinance No. 1113, adopted 11-28-73; Ordinance No. 2324, adopted 4-15-96; Ordinance No. 2467, adopted 10-27-99; Ordinance No. 2549, adopted 11-7-01, Ordinance No. 2681, adopted 11-22-04; Ordinance No. 2759, adopted 10-25-06; Ordinance No. 2896, adopted 4-4-12; Ordinance No. 2911, adopted 7-18-12.) In all R-1 through R-5 Districts, no building or land, except as otherwise provided in this ordinance, shall be erected or used except for one or more of the following specified uses:

- (a) One family dwellings.
- (b) Public schools and public libraries; fire stations and police stations.
- (c) Municipally owned and operated parks, playgrounds and recreational areas when open and available for use by the residents of the City of Livonia.
- (d) Temporary buildings or structures for uses incidental to the construction of residential dwellings and improvements, which buildings shall be removed immediately upon completion or abandonment of the construction work.
- (e) Golf courses, public and private, including club house facilities, but not including miniature golf courses or golf driving ranges operated for either commercial or non-commercial purposes.
- (f) Gardening and the growing of vegetables, fruits, flowers, shrubs and trees, provided such items are not offered for sale on the property.
- (g) Accessory buildings, uses, and vehicles incidental to any of the above permitted uses, when located on the same or adjoining lot are permitted in accordance with the following subparagraphs:
 - (1) Private garages and detached accessory structures are permitted in accordance with Sections 2.10 and 18.24 of this ordinance.
 - (2) No more than three vehicles shall be housed in a private garage, and all inoperable or unlicensed vehicles or vehicles bearing visible commercial advertising, equipment, or accessories shall be housed in a garage when not in use. One (1) unit of unoccupied Recreational Equipment may be housed in the garage or stored in the rear yard, except that no such unit may be stored within the corner side yard, as that term is defined in Section 15.44.030 of the Livonia Code of Ordinances, as amended. The temporary parking of one (1) unit of Recreational Equipment on the Recreational Equipment owner's or user's front or side driveway shall be permitted for a period not to exceed seventy-two (72) hours cumulatively in any five (5) day period for the purpose of repairing and maintaining the Recreational Equipment unit for suitable vacation use.
 - (3) Home occupations, except where specifically prohibited, shall be permitted where incidental to residential use and meeting all of the following criteria:
 - a. The activity is conducted entirely within a completely enclosed dwelling unit and entails neither the use of more than 20% of the usable floor area of that dwelling unit nor any garage (detached or attached) or other building or structure accessory to the principal building;
 - b. The activity does not generate any noise, vibrations, smoke, dust, heat, glare or interference with radio or television reception in the area that would exceed that normally produced by a dwelling unit in a residential district;

- c. The activity does not entail any advertising, display or other indications of a home occupation, business, professional, trade or occupational use of the property, except as permitted by Section 18.50E of this ordinance;
 - d. There is no outdoor display or storage of materials, goods, supplies or equipment;
 - e. There are no deliveries from commercial suppliers by any vehicle that exceeds Class 5 in the Federal Highway Administration classification system, and all deliveries are made between 9:00 a.m. and 5:00 p.m. on weekdays, provided further that such deliveries shall not restrict traffic circulation or occur so frequently as to interfere with the quiet character of the residential neighborhood;
 - f. No clients, patrons, salespersons, or other commercial invitees visit the premises except between the hours of 8:00 a.m. and 9:00 p.m., and no more than ten (10) vehicles visit the premises during that period, with no more than two (2) vehicles visiting at one time; provided further, that massage establishments, as defined in Section 2.08 of this ordinance, shall be strictly prohibited in all R-1, R-2, R-3, R-4 and R-5 districts, as permitted or waiver uses;
 - g. The activity does not entail large-scale manufacturing or assembly, warehousing, or distribution, or sales or rentals of any article or service except such as is produced by such occupation;
 - h. The activity does not require any internal or external alteration, construction feature, equipment or machinery which is not customary in residential areas;
 - i. The activity does not entail employment of more than one person other than members of the resident family;
 - j. In the event that chemical and/or toxic-based materials will be utilized in connection with said home occupation, the owner or occupant of the property shall register same with the Building Official, the Fire Department and the Livonia Emergency Planning Committee prior to use of the residence for said home occupation in order to insure compliance with all local, state and federal environmental regulations.
- (h) A "family child care home," as defined by Public Act 1973, No. 116 of the State of Michigan, MCL 722.111, et seq, as amended, as a private home in which one (1) but fewer than seven (7) minor children are received for care and supervision for periods of less than twenty-four (24) hours a day, unattended by a parent or legal guardian, for more than four (4) weeks during a calendar year, except children related to an adult member of the family by blood, marriage, or adoption; provided, however, that
- (1) The owner or occupant of said residence is a licensee in good standing with the State of Michigan pursuant to PA 1973, No. 116, MCL 722.111, et seq, as amended;
 - (2) The owner or occupant of said residence has registered with the City Clerk;
 - (3) The facility is the principal residence of the provider;
 - (4) The use shall not result in traffic congestion or hazardous traffic conditions;
 - (5) A drop-off/pickup area shall be provided where the residence is located on a major thoroughfare as defined in this ordinance in order to prevent vehicles from backing onto the roadway;
 - (6) All health and safety requirements established by the State of Michigan shall be met;
 - (7) There shall be no dropping off or picking up of children between the hours of 10:00 p.m. and 6:00 a.m.;
 - (8) No structural changes or exterior alterations shall be made which would alter the residential character of the dwelling except for those necessary to comply with the State of Michigan licensing rules applicable to family day care homes;
 - (9) Such use shall provide and maintain an outdoor play space as required by the State of Michigan;
 - (10) The use will comply with all noise standards and other provisions contained in Chapter 8.24 (Nuisances) and Chapter 8.32 (Noise Control) of the Livonia Code of Ordinances, as amended;

- (11) No sign shall be used on the premises;
- (12) All family day care homes shall be registered with the 911 dispatch center and the City of Livonia Public Safety Department;
- (13) No new family day care home shall operate within a distance of one thousand (1,000) feet from any existing registered family day care home or group day care home, as measured from the nearest property line of the proposed use to the nearest property line of the existing registered use.

Section 4.03 Waiver Uses. (Section 4.03, as amended by Ordinance No. 968, adopted 5-10-72; Ordinance No. 1613, adopted 11-30-81; Ordinance No. 2412, adopted 12-14-97.) The following uses are permitted upon review and submission of findings by the City Planning Commission and approved by the City Council. Such use shall be approved only if the proposal for such use complies with the special requirements and regulations provided therefor and with the standards set forth in Section 19.06 of this ordinance.

- (a) Churches, if situated on a parcel of land at least two (2) acres in area, including parish houses, convents, rectories and parochial schools, and private educational institutions, and accessory uses such as, but not limited to, fund raising events (which may include commercial entertainment).
- (b) Privately owned and operated parks, picnic groves or similar facilities using open land only for outdoor exercises and recreation, which are not operated for profit; provided that the written consent of at least sixty (60) percent of the owners of residential property located within a three hundred and sixty-foot radius of site perimeter is first filed with the Inspection Department.
- (c) Community buildings, not expressly permitted in Section 4.01, country clubs or similar civic club buildings (but not a residential club operated as a commercial enterprise) provided that the written consent of at least sixty (60) percent of the owners of residential property located within a three hundred and sixty-foot radius of the site perimeter is first filed with the Inspection Department and provided further that the building shall be situated on a parcel of land at least two (2) acres in area.
- (d) Privately owned and operated neighborhood, community, or club swimming pools when the owner or owners are all bona fide residents of the City of Livonia and such use can comply with the following special requirements:
 - (1) The use shall be erected and located on a satisfactory site that is at least four (4) acres in area;
 - (2) Front, side and rear yards shall each be at least twenty (20) feet wide;
 - (3) The pool shall not be constructed within fifty (50) feet of any existing public street right-of-way as measured from the edge of the water;
 - (4) The pool shall not be constructed within three hundred (300) feet of any existing residence as measured from the edge of the water;
 - (5) Off-street parking facilities shall be provided on the premises to accommodate one third (1/3) of the total member families and/or individual members of the organization constructing the pool;
 - (6) A parking and traffic plan showing the planned provision for parking and ingress and egress for pedestrian and motor vehicle traffic approved by the Police and Fire Departments shall be filed with the Inspection Department as a condition precedent to the issuance of the permit;
 - (7) All front, side and rear yards of the premises shall be landscaped with trees, shrubs and grass;
 - (8) A landscaping plan and time schedule approved by the Parks and Recreation Department shall be filed with the Inspection Department as a condition precedent to the issuance of the permit;
 - (9) Buildings erected on the premises in connection with such use shall in no case exceed one (1) story in height except where, as a result of the peculiar topography of the premises, a lower level can be constructed entirely below the grade of the public street abutting or adjacent to such premises, in which case the same shall be permitted, and lighting facilities erected on the premises shall not exceed twenty (20) feet in height;
 - (10) A storm water plan, approved by the Engineering Division of the Department of Public Works, shall be filed with the Inspection Department as a condition precedent to the issuance of a per-

mit in those cases where storm sewers are not available, or if available the capacity is not ample to service the pool facilities;

- (11) As a condition precedent to the issuance of a building permit for such pool, there shall be on file in the office of the Inspection Department the written consent of sixty (60) percent of all residential property owners within a radius of three hundred sixty (360) feet of the perimeter of the premises whereon the proposed pool facilities are to be constructed and operated;

and provided further, that such use complies with all other applicable rules, regulations and ordinances of the City of Livonia. In order that the City Planning Commission might properly determine whether or not the requirements provided herein have and can be complied with, there shall be filed with the City Planning Commission a certified copy of the Articles of Incorporation and By-Laws of the private swimming pool club or organization; a plot plan drawn to scale showing the location of the premises on which the private swimming pool and related recreational facilities are to be situated and showing also the dimensions and area of such proposed area, and the location of all residences and other buildings, structures and public streets within one thousand (1,000) feet of such premises as measured from each of the property lines of the property site; and a separate development plan of the proposed site showing the size and location of all facilities to be situated thereon, and the size and location of all front, rear and side yards and the length, width and location of all driveways and parking facilities to be located on the proposed site. For the purpose of this ordinance, the term "neighborhood," "community," or "club" pool shall mean that the pool is owned and operated by a private swimming club or similar organization for the sole and exclusive use of its members of such club, their families and guests.

- (e) Public utility buildings, telephone exchanges, transformer stations and substations.
- (f) Open Space Planned Residential Developments in R-4 and R-5 Districts subject to the requirements and provisions of Article XX of this ordinance.
- (g) Bed and breakfast establishments provided that:
 - (1) Such use shall be located on a lot or parcel of no less than one-half ($\frac{1}{2}$) acre in area or in a residential structure containing no less than two thousand (2,000) square feet of living space.
 - (2) Off-street parking shall be provided in the rear or side yard, behind the front building setback line, in an amount equal to one (1) parking space per bedroom. For parcels abutting an exterior side street, parking shall not be closer to the street than the principal structure. Such parking lot shall be improved with a minimum of four (4) inches of concrete or plant mixed asphalt. Natural screening by use of plant material or other screening by use of fencing shall be utilized to screen parking areas from adjoining residential properties.
 - (3) Such use shall have direct access to a public street having an existing or planned width of at least eighty-six (86) feet or more as designated on the Master Thoroughfare Plan.
 - (4) Such establishments shall be run by persons who own and occupy the premises for residential purposes.
 - (5) Not more than six (6) bedrooms in the bed and breakfast establishment shall be used for bed and breakfast sleeping rooms.
 - (6) No garage shall be used for bed and breakfast sleeping rooms.
 - (7) The dwelling to be used as a bed and breakfast establishment shall have at least two (2) usable exits.
 - (8) No accessory buildings shall be used for bed and breakfast sleeping rooms unless they were originally constructed to accommodate housing use.
 - (9) One (1) sign identifying the bed and breakfast establishment shall be permitted if such sign complies with all the requirements of Section 18.50E of this ordinance.
 - (10) Such establishments shall comply with all applicable local, county, state and federal ordinances, laws, rules, regulations and codes.
 - (11) Guest occupancy shall be no longer than fourteen (14) consecutive days.
 - (12) No more than four (4) occupants per room shall be allowed.

- (13) There shall be no cooking facilities for use by the occupants of the bed and breakfast sleeping rooms.
- (14) Lavatory and bathing facilities shall be available for all persons utilizing the bed and breakfast establishment.
- (15) A fire escape plan shall be developed and graphically displayed in each guest room. A smoke detector in proper working order shall be placed in every sleeping room and a fire extinguisher in proper working order shall be placed on every floor. The site shall be reviewed by the Fire Marshall pursuant to the standards contained in the Fire Prevention Code as to the necessity for fire lanes.
- (16) All bed and breakfast establishments shall be required to obtain a business license under Chapter 5.42 of the Livonia Code of Ordinances and shall not conduct operations until such license has been obtained pursuant to that chapter. All bed and breakfast operations shall submit to annual inspections by the Building and Fire Departments. Renewal of a business license shall be contingent upon compliance with applicable codes, as verified by such inspectors.

Section 4.04 Schedule of Minimum Lot Sizes in R-1 through R-5 Districts. (Section 4.04, as amended, by Ordinance No. 714, adopted 10-16-68; Ordinance No. 1469, adopted 5-28-79; Ordinance No. 2932, adopted 5-8-13.) The minimum lot sizes required for the sizes of all dwellings, and other permitted uses, together with accessory buildings, hereafter erected in any R-1 through R-5 Districts, are hereby established as follows:

Use District	Lot Area	Lot Width	Lot Depth
R-1	7,200 Square feet	60 feet	120 feet
R-2	8,400 Square feet	70 feet	120 feet
R-3	9,600 Square feet	80 feet	120 feet
R-4	11,700 Square feet	90 feet	130 feet
R-5	15,000 Square feet	100 feet	150 feet

provided, however, that:

- (a) When lots are hereafter platted with a side or rear lot line abutting a major thoroughfare with an existing or proposed right-of-way width of one hundred twenty (120) feet or more as designated on the Master Thoroughfare Plan of the City of Livonia, the lot depth and/or lot width shall be increased by at least thirty (30) feet to provide additional buffering from such thoroughfare;
- (b) Lot depth requirements as stated above need not be adhered to where immovable physical boundary limitations exist which prohibit meeting lot depth requirements, provided that all minimum area and width requirements are met; and
- (c) Land in R-5 Districts may be developed, at the option of the landowner, with the same number of dwelling units on eighty (80) percent of the land as could otherwise be developed on the entire land area if the remaining twenty (20) percent of the land will remain perpetually in an undeveloped state by means of a conservation easement in favor of the City. This development option may only be exercised once with respect to any parcel of land. For the purpose of determining the total number of dwelling units that could be developed under this subsection, the proprietor shall submit, at the time a request is made to develop the parcel, a fully dimensioned plan drawn to scale showing how the site could be developed in full conformity with existing ordinances, laws and rules as applied to the R-5 District, including wetlands, floodplains, minimum lot sizes and yard requirements. The plan must also conform to the design, layout and improvement standards for storm water drainage and streets and roads as provided in the City of Livonia Subdivision Control Ordinance. Regardless of how much of the parcel is devoted to open space, reductions in lot sizes and yard requirements permitted by this paragraph shall in no event exceed twenty (20) percent.

Section 4.05 Schedule of Minimum Front and Rear Yard Requirements in R-1 through R-5 Districts. (Section 4.05., as amended, by Ordinance No. 726, adopted 1-29-69.) The minimum front and rear yards required for each lot in R-1 through R-5 Districts are hereby established as follows:

Use District	Front Yard	Rear Yard
R-1	25 feet	30 feet
R-2	30 feet	30 feet
R-3	35 feet	30 feet
R-4	40 feet	35 feet
R-5	50 feet	45 feet

Section 4.06 Minimum Side Yard Requirements in R-1 through R-5 Districts. (Section 4.06, as amended, by Ordinance No. 726, adopted 1-29-69.) The minimum side yards required for each lot in R-1 through R-5 Districts are hereby established as follows:

	R-1	R-2	R-3	R-4	R-5
Two side yards, each not less than and a	5 ft.	6 ft.	8 ft.	10 ft.	12 ft.
Combined width of both not less than	14 ft.	16 ft.	18 ft.	22 ft.	24 ft.
In all cases, however, a side yard abut-					
ting on a street shall not be less than	15 ft.	17 ft.	19 ft.	21 ft.	23 ft.
Rear yard abutting side yard, the side					
yard abutting upon a street not less					

than	25 ft.	25 ft.	25 ft.	30 ft.	40 ft.
------	-----------	-----------	-----------	-----------	-----------

The City Planning Commission, regardless of the foregoing, may in approving plats require proposed houses to be shown on corner lots where one lot faces a street and the lot on the opposite side of the street sides to the same street, the side yard on the first shall be the same as the front setback on the lot facing the street.

Section 4.07 Building Height. No building hereafter erected or altered in any R-1 through R-5 District shall be more than two (2) stories in height nor exceed thirty-five (35) feet in height, except as provided in Sections 18.41 to 18.44, inclusive of this ordinance.

Section 4.08 Lot Coverage Limitations. (Section 4.08, as amended by Ordinance No. 2897, adopted 4-4-12.) One family dwellings together with accessory buildings hereafter erected on any lot in any R-1 through R-5 District shall not cover more than thirty (30) percent of the area of such lot.

Section 4.09 Off-street Parking Requirements. Off-street parking facilities shall be provided as hereinafter specified in Sections 18.37 to 18.40, inclusive, of this ordinance.

Section 4.10 Frontage of Residential Lots. (Section 4.10 Other Uses, repeated by Ordinance No. 821, adopted 7-20-70; Section 4.10 Frontage of Residential Lots added by Ordinance No. 2206, adopted 12-16-93.) No lot shall be used for a dwelling unless it abuts for its full frontage upon a street (as defined in Section 2.03 of this ordinance.)

Section 4.11 Uses Requiring a Conditional Use Permit From the Zoning Board of Appeals. (Section 4.11 added by Ordinance No. 2467, adopted 11-14-99; Ordinance No. 2759, § 2, adopted 10-25-06.) A "group day care home," as defined by 1973 PA 116, of the State of Michigan, as amended, as a private home in which more than six (6) but not more than twelve (12) minor children are given care and supervision for periods of less than twenty-four (24) hours a day unattended by a parent or legal guardian, for more than four (4) weeks during a calendar year, except children related to an adult member of the family by blood, marriage or adoption, provided that the group day care home shall be issued a permit hereunder if it either meets the criterion of subsection (a) of this section, or the Zoning Board of Appeals finds that it meets the criteria of subsection (b) of this section, following a hearing for which notice is provided as required by law for public hearings concerning zoning matters.

- (a) The owner or occupant of said residence currently operating as a group day care home is a licensee and has continuously remained a licensee in good standing with the State of Michigan pursuant to 1973 PA 116, as amended, since prior to November 14, 1999;
- (b) Group day care homes not licensed and operating prior to November 14, 1999 in residential zones shall meet all of the following:
 - 1. The owner or occupant of said residence shall be a licensee and continuously remain a licensee in good standing with the State of Michigan pursuant to 1973 PA 116, as amended;
 - 2. The group day care home shall not operate within a distance of one thousand (1,000) feet from any existing registered family day care home or group day care home, as measured from the

nearest property line of the proposed use to the nearest property line of the existing registered use;

3. The owner or operator has registered with the City Clerk;
4. The facility is the principal residence of the provider;
5. The use shall not result in traffic congestion or hazardous traffic conditions;
6. A drop-off/pickup area shall be provided if the residence is located on a major thoroughfare as defined in this ordinance in order to prevent vehicles from backing onto the roadway;
7. The use shall not involve an increase in on-street parking by more than two (2) additional vehicles at a time;
8. All health and safety requirements of the State of Michigan shall be met;
9. There shall be no dropping off or picking up of children between the hours of 10:00 p.m. and 6:00 a.m.;
10. No structural changes or exterior alterations shall be made which would alter the residential character of the dwelling except as required by the State of Michigan licensing rules;
11. Such use shall provide and maintain an outdoor play space meeting the minimum requirements of the State of Michigan;
12. The residence shall have appropriate fencing which shall encompass the entire outdoor play space, unless same is prohibited by recorded private homeowner's restrictions/bylaws, or, in the alternative, relief from this requirement may be sought upon appeal to the Zoning Board of Appeals;
13. The use shall comply with all noise standards and other provisions contained in Chapter 8.24 (Nuisances) and Chapter 8.32 (Noise Control) of the Livonia Code of Ordinances, as amended;
14. No sign shall be used on the premises;
15. All group day care homes shall be registered with the 911 dispatch center and the City of Livonia Public Safety Department.

V. Survey /Utility Plan/Concept Plan / Demolition Plan

“The information contained in this Request For Proposal To Purchase Real Property is provided as an accommodation to the prospective purchasers. It is believed to be correct, but no representations or warranties as to its accuracy should be inferred or are made. Each party responding to this Request For Proposals should independently confirm the accuracy of the information contained herein.”





SECTION 19

City of Livonia UTILITIES MAPBOOK

Legend

Storm Catch Basin

Storm Inlet

Storm Manhole

Water Valve

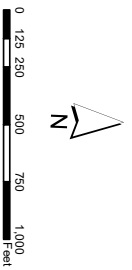
Water Hydrant

Sanitary Manhole

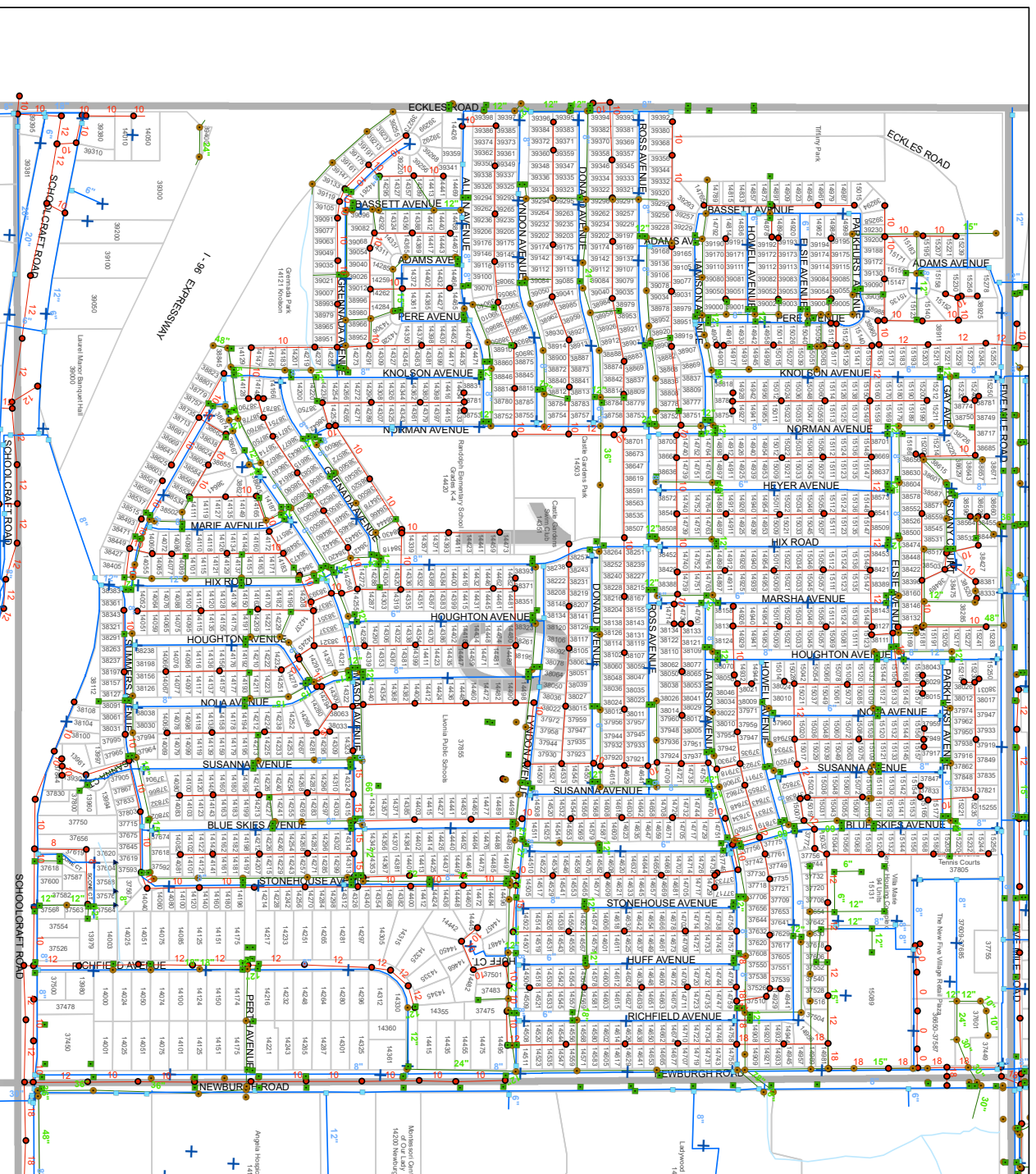
Water Main

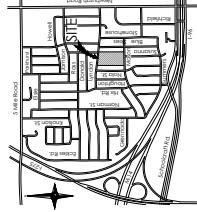
Storm Sewer

Sanitary Sewer

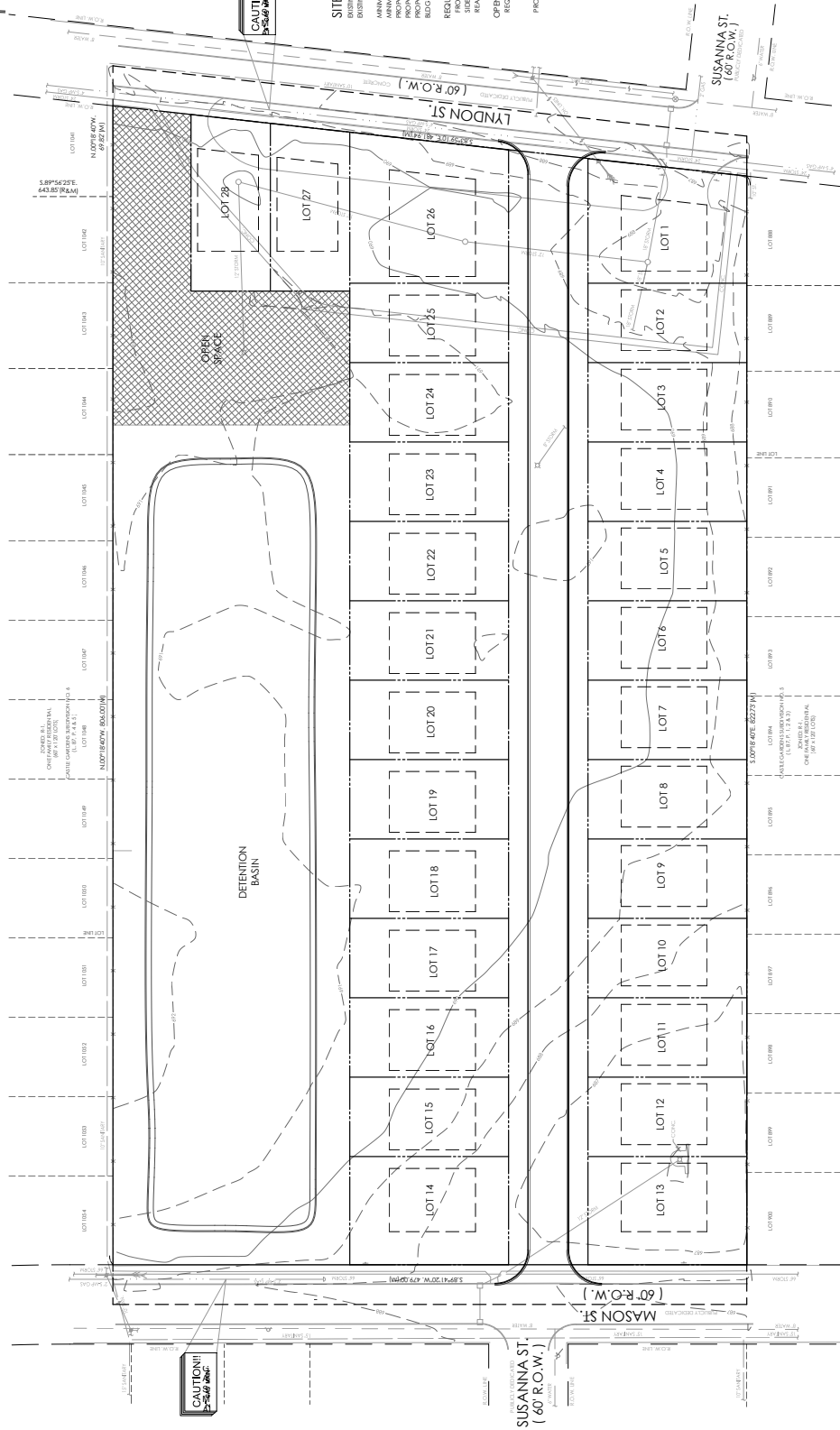


Information contained herein deemed reliable but not guaranteed.
Map Updated February 2015





LOCATION MAP



SITE SUMMARY
EXISTING SITE: 4.1 SINGLE FAMILY DETACHED
EXISTING AREA: 46,864 S.F. OR 1.06 ACRES
MINIMUM LOT SIZE: 4,700 S.F.
PROPOSED LOT AREA: 7,200 S.F.
PROPOSED DENSITY: 2.99 UNITS PER ACRE
PROPOSED BUDGET: TWO TOPES, 15 FEET
BUDGET COVERAGE: 30% OF EACH LOT
REQUIRED YARDS
FRONT: 10' SIDE: 5' REAR: 30'
OPEN SPACE REQUIREMENTS
REQUIRED: 75% PER LOT REQUIRED
28 LOTS X 20' = 560 S.F. REQUIRED
PROPOSED: 26 LOTS X 5.5' = 143 S.F.

LOT SCHEDULE

LOT NO.	LOT AREA (S.F.)
LOT 1	10,001.95
LOT 2	7,200.00
LOT 3	7,200.00
LOT 4	7,200.00
LOT 5	7,200.00
LOT 6	7,200.00
LOT 7	7,200.00
LOT 8	7,200.00
LOT 9	7,200.00
LOT 10	7,200.00
LOT 11	7,200.00
LOT 12	7,200.00
LOT 13	9,899.41
LOT 14	7,200.00
LOT 15	7,200.00
LOT 16	7,200.00
LOT 17	7,200.00
LOT 18	7,200.00
LOT 19	7,200.00
LOT 20	7,200.00
LOT 21	7,200.00
LOT 22	7,200.00
LOT 23	7,200.00
LOT 24	7,200.00
LOT 25	7,200.00
LOT 26	7,200.00
LOT 27	7,605.81
LOT 28	7,807.39

DRAWN BY
G. Ostrowski

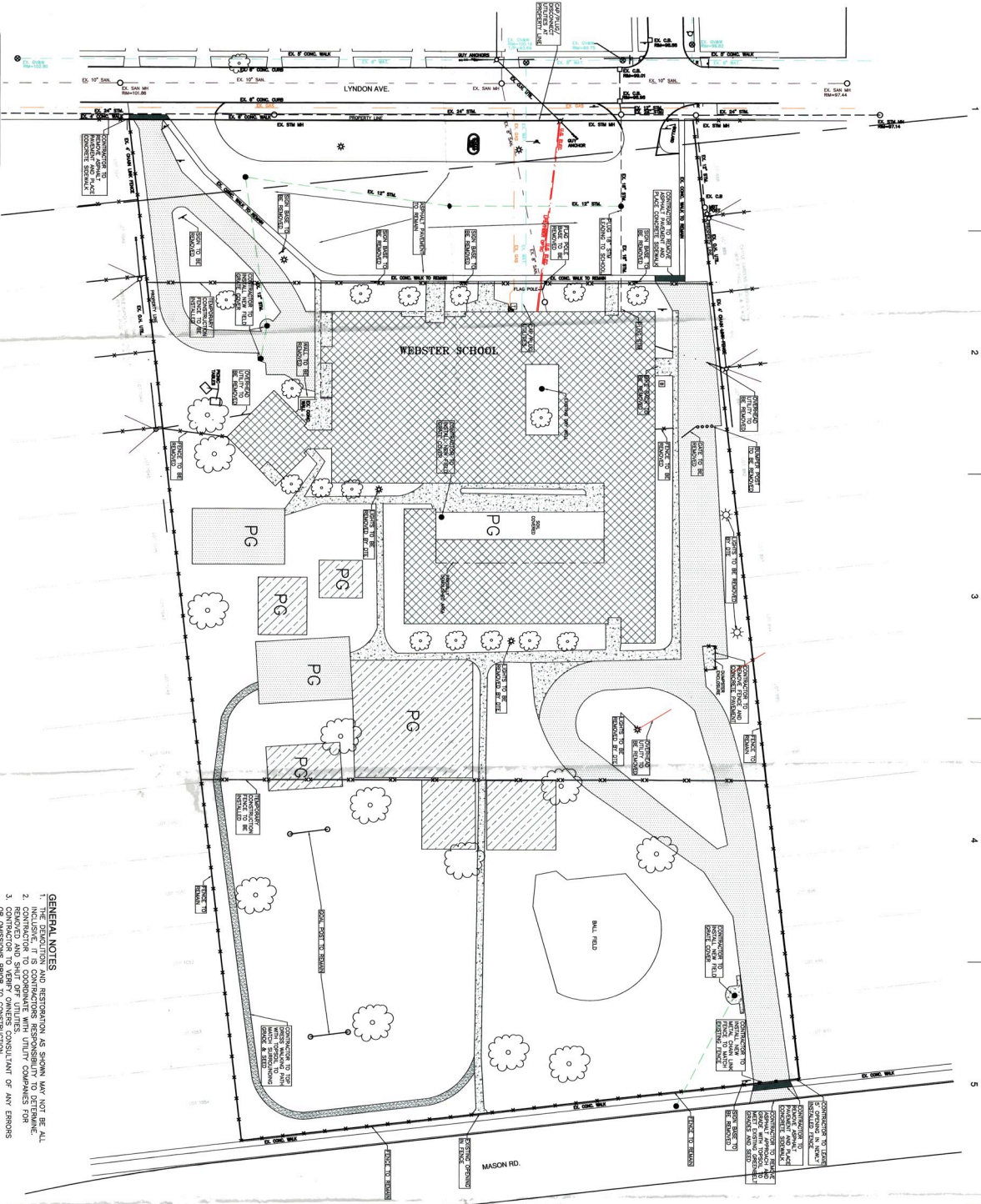
DESIGNED BY
G. Ostrowski

APPROVED BY
G. Ostrowski

DATE
October 28, 2019

SCALE: 1" = 40'

SHEET NO. 1 of 1



1. THE DEMOLITION AND RESTORATION AS SHOWN MAY NOT BE ALL NECESSARY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE NECESSARY WORK.
2. CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES FOR REMOVAL AND SHUT OFF UTILITIES.
3. CONTRACTOR TO VERIFY OWNERS CONSULTANT OF ANY ERRORS.
4. CONTRACTOR TO BE CAREFUL OF ADJACENT/CONNECTED AT PROPERTY BOUNDARY AND BETWEEN CONCRETE SIDEWALK TO REMAIN AND SCHOOL BUILDING.
5. STORM SEWERS TO BE PLACED ON SOUTH SIDE OF EXISTING SIDEWALK AND TO BE ADJACENT TO CONCRETE SIDEWALK TO REMAIN AND SCHOOL BUILDING.
6. ALL AREA SURFACES BY CONTRACTORS OPERATIONS SHALL BE RESTORED. GRASSSED AREAS SHALL BE THE GRADED, TOP SOILED AND PLANTED. PAVED AREAS SHALL BE REDUCED IN SIZE AND ALL TREES TO REMAIN.

	EXISTING STORM SEWER
	EXISTING UNDERGROUND ELECTRICAL
	EXISTING GAS LINE
	EXISTING SANITARY SEWER
	EXISTING WATER LINE
	EXISTING GAS FIBER OPTIC LINE
	EXISTING OVERHEAD UTILITY
	EXISTING FIRE HYDRANT
	EXISTING SIGN
	EXISTING TREE TO REMAIN
	EXISTING STORM WATER CATCH BASIN
	EXISTING FENCE

	NEW FENCE TO BE INSTALLED BY CONTRACTOR
	TEMPORARY CONSTRUCTION FENCE TO BE INSTALLED BY CONTRACTOR
	EXISTING CONCRETE PAVEMENT TO BE REPAIRED, COVERED WITH TOPSOIL, AND SEEDING
	EXISTING STRUCTURE TO BE REMOVED AND REPLACED WITH MATERIAL AND EQUIPMENT PRESENT
	FOUNDATIONS AND ALL OTHER SURROUNDING STRUCTURES
	NEW CONCRETE SIDEWALK TO BE PLACED
	WALKWAY PATH
	PLAYGROUND EQUIPMENT TO BE REMOVED
	EXISTING WOODCHIPS AREA
	LIGHT POLE BUSES TO BE REMOVED
	SLAB-MOUNTED TRANSFORMER TO BE REMOVED BY DTE
	BREAK PAVEMENT

[illegible]

WEBSTER SCHOOL

PROJECT LOCATION:
37855 LYNDON
LIVONIA, MI

NTH PROJECT NO.:	62-089550	OLD TITLE NAME:	62-089550-DEM0
DESIGNED BY:	CJA	INCF DATE:	7/29/08
DRAWN BY:	CWS	DATE AND SCALE:	1" = 40'
CHECKED BY:	CJA	SUBMITTED DATE:	7/29/2008
SHEET TITLE:			
DEMOLITION PLAN			

FIGURE 1

VI. Legal Documents

- Proposal Form
- Offer To Purchase
- Affidavit Of Compliance-Iran Economic Sanctions Act

“The information contained in this Request For Proposal To Purchase Real Property is provided as an accommodation to the prospective purchasers. It is believed to be correct, but no representations or warranties as to its accuracy should be inferred or are made. Each party responding to this Request For Proposals should independently confirm the accuracy of the information contained herein.”

LIVONIA PUBLIC SCHOOLS
Request For Proposals To
Purchase Real Property
PROPOSAL FORM

Name of Prospective Purchaser:_____Contact Person:_____

Address:_____Phone:_____

E-Mail:_____

1. ***Earnest Money:*** Twenty-Five Thousand (\$25,000.00) Dollars to be submitted within three (3) days of the final execution of the Offer To Purchase Real Estate via certified check.
2. ***Purchase Price:*** \$_____
3. ***Demolition Plan:*** The prospective purchaser acknowledges it has reviewed the School District's Demolition Plan for the Property for the demolition of the former school building and has no exceptions or questions with respect to said plan, unless otherwise provided below. If the prospective purchaser closes on the subject Property, it takes the Property As-Is.
4. ***Exceptions or Special Conditions:*** The prospective purchaser acknowledges and agrees that it is submitting this Proposal with the understanding that unless the prospective purchaser sets forth specific exceptions to the terms and conditions of this RFP or the Offer To Purchase Real Estate, that the prospective purchaser will execute the Offer To Purchase Real Estate attached to the RFP with all of the terms and conditions as contained therein. Please set forth any exceptions or special considerations below.

(Attach Additional Sheets or mark-up copy of the Offer To Purchase with changes, if desired)

The undersigned represents and warrants to Livonia Public Schools that he/she/it has been duly authorized to execute this Proposal on behalf of the prospective purchaser and that if this Proposal is accepted by Livonia Public Schools that the same shall be binding upon and fully enforceable against the prospective purchaser. The prospective purchaser acknowledges that the School District may accept or reject any Proposal in whole or in part in its sole and absolute discretion.

Print Name of Prospective Purchaser

Print Name and Title of Authorized Agent

Signature of Authorized Agent

Dated: _____, 2020

OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED, Purchaser hereby offers and agrees to purchase the following vacant real property situated in the City of Livonia, Wayne County, Michigan, described as follows:

9.34 +/- acres of vacant land formerly known as Old Webster Elementary School, commonly known as 37855 Lyndon Street, Livonia, Michigan, Sidwell Number 46-073-99-0007-000, more particularly described on **Exhibit A** attached hereto (the "Premises"),

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

THE SALE TO BE CONSUMMATED BY CASH SALE: Delivery of the Warranty Deed attached hereto and marked as **Exhibit B** conveying marketable title at Closing to the Premises. The purchase price for the Premises shall be the sum of _____ and 00/100 (\$_____) Dollars (the "Purchase Price") payable by Purchaser at Closing in cash, certified check, or direct wire transfer at the option of Seller.

2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible with a Commitment for Title Insurance with the standard exceptions (the "Commitment"), issued by First American Title Insurance Company (the "Title Company") in an amount not less than the Purchase Price bearing date later than the acceptance hereof with policy pursuant thereto to be issued insuring Purchaser. If Purchaser desires Seller to furnish Purchaser with a Commitment "without the standard survey exceptions," Purchaser shall be responsible to obtain a survey within ninety (90) days of the Date of this Offer and verify that said survey is sufficient to allow the Title Company to issue such a Commitment. At Closing, Seller shall pay for and order a title insurance policy consistent with the Commitment which Seller shall have updated to the date of Closing.

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

4. In the event of default of the terms and conditions of this Offer by the Seller hereunder, the Purchaser may, at its option, elect to enforce the terms hereof by specific performance or demand, and be entitled to, an immediate refund of its entire Earnest Money Deposit in full termination of this Offer.

5. If written objection to the title is made within five (5) days of delivery of the Commitment, that the title is not in the condition required for performance hereunder, the Seller shall have thirty (30) days from the date it receives notice in writing of the particular defects claimed either to: (1) remedy the title defects set forth in said written notice, although Seller shall have no obligation to cure or to obtain insurance over such defects, or (2) refund the Earnest Money Deposit in full termination of this Offer. Notwithstanding the above, Purchaser may, at any time during the thirty (30) day cure period, waive the conditions of this Paragraph 5 and accept the title in its "As Is" condition. If the Seller is able to remedy such defects within the time specified as evidenced by written notification, a revised Commitment or endorsement to the Commitment, the Purchaser agrees to complete the sale in accordance with the Closing date set forth in Paragraph 13.

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

7. It is understood that this Offer is irrevocable for forty five (45) days from the date hereof. If this Offer is accepted by the Seller, the Purchaser agrees to complete the purchase of the Premises within the time indicated in Paragraph 13.

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

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

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

A. Purchaser's satisfaction with the Premises following Purchaser's testing, analysis, inspection and evaluation of the Premises ("Purchaser's Evaluations").

Purchaser shall have ninety (90) days after the Date of this Offer (“Inspection Period”) in which to conduct such investigations, evaluations and testing of the Premises (both above ground and below ground) as Purchaser deems appropriate in order to determine if the Premises are satisfactory and suitable for Purchaser’s intended use and enjoyment. Purchaser’s Evaluations may include, but shall not be limited to: (i) a physical inspection of all aspects of the Premises; (ii) an environmental analysis and investigation of the Premises; (iii) an analysis of the availability of any federal, state or local tax abatements or property tax reductions for the Premises; (iv) a verification that there are no existing special assessments affecting the Premises; (v) investigating the availability and condition of utility and sewage services and systems including, but not limited to, gas, water, electricity, sanitary sewer, storm sewer and telephone services and systems; (vi) making soil tests, borings and other engineering, environmental and architectural tests and evaluations; (vii) reviewing and analyzing all applicable building and use restrictions, zoning ordinances, building codes and all other federal, state and local statutes, codes, ordinances, rules and regulations relating to the ownership, development or use of the Premises; and (viii) analyzing the results of any survey. Upon completion of Purchaser’s Evaluations, Purchaser shall, at its sole cost and expense, restore the Premises to a condition as good as its condition prior to such Evaluations. During the term of the Inspection Period and at all times prior to Closing, Purchaser, its employees, agents, representatives, engineers, inspectors and surveyors (collectively “Representatives”), shall have the right of access to the Premises at all times for the purposes of performing Purchaser’s Evaluations provided Purchaser has executed the attached Release and marked as **Exhibit C** and obtained such a Release from its Representatives. Purchaser shall indemnify, defend and hold Seller free and harmless from and against any liability arising therefrom except as caused by the acts or omissions of Seller or Seller’s agents and employees.

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

expense. At any time during the Inspection Period, Purchaser may elect to purchase the Premises for the Purchase Price, less the Earnest Money Deposit, by notifying the Seller in writing, and the Closing shall take place in accordance with Paragraph 13.

C. PURCHASER ACKNOWLEDGES THAT ONCE THE INSPECTION PERIOD EXPIRES PURCHASER HAS ACCEPTED THE PREMISES PURSUANT TO THIS PARAGRAPH AND PURCHASER TAKES THE PREMISES "AS IS". EXCEPT AS PROVIDED IN PARAGRAPHS 11 AND 12 BELOW, SELLER HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO, EXTERIOR (E.G., SOIL, SURFACE WATER AND GROUNDWATER) CONDITIONS OF THE PREMISES, EASEMENTS, BUILDING AND USE RESTRICTIONS, AVAILABILITY OF UTILITIES, OR ANY OTHER MATTER CONTEMPLATED IN THIS PARAGRAPH 10, AND THAT PURCHASER ASSUMES ALL RESPONSIBILITY FOR ANY INJURIES, CONDITIONS OR DAMAGES CAUSED BY ANY SUCH MATTERS UPON TRANSFER OF TITLE. EXCEPT AS SPECIFICALLY PROVIDED IN THIS OFFER, UPON CLOSING, PURCHASER WAIVES AND RELEASES SELLER FROM ALL CLAIMS OR CAUSES OF ACTION THAT PURCHASER MAY NOW OR HEREAFTER HAVE, KNOWN OR UNKNOWN, AGAINST SELLER RELATING TO THE PREMISES, THIS OFFER OR ARISING UNDER ANY FEDERAL, STATE, OR LOCAL LAW, REGULATION, ORDINANCE, OR CODE THAT RELATES TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES.

D. At the expiration of the Inspection Period, there will be one (1) ninety (90) day extension period available to Purchaser ("Extension Period"). At the commencement of the Extension Period, the Earnest Money Deposit shall become non-refundable to Purchaser, but shall be applied toward the Purchase Price in the event of Closing. This Extension Period shall be deemed automatically exercised by Purchaser unless Purchaser shall give written notice to Seller prior to the expiration of the Inspection Period, that Purchaser is electing its right to terminate this Offer. If Purchaser elects to exercise the Extension Period, Purchaser agrees to waive all contingencies enumerated in Paragraphs 10(A), (B) and (C) above, except that Purchaser may solely use the Extension Period in which to continue to pursue all necessary governmental approvals from the City of Livonia or other governmental entities having jurisdiction over the Premises (hereinafter collectively referred to as the "Governmental Approvals"). Purchaser shall use its best efforts to obtain all necessary Governmental Approvals and agrees to commence the Governmental Approvals process and apply for all necessary

Governmental Approvals within thirty (30) days of the Date of this Offer. As part of these Governmental Approvals, Purchaser agrees that it shall secure, at its sole cost and expense, all necessary site plans and other engineering drawings and documentation necessary for the Purchaser to submit to the City of Livonia or other governmental agencies having jurisdiction over the Premises to obtain the Governmental Approvals. In the event all Governmental Approvals have not been secured prior to the expiration of the Extension Period, Seller and Purchaser agree that if the Purchaser does not obtain the Governmental Approvals within the Extension Period, Purchaser may terminate this Offer and if terminated, Seller shall be entitled to retain the Earnest Money Deposit and Purchaser shall provide to Seller, free of charge, the Documents in the form required in Paragraph 10(B) above.

11. Seller represents and warrants, and this representation shall survive the Closing for a period of six (6) months only, that, to the best of its present knowledge, without any independent inquiry, investigation or testing for Hazardous Materials or any other matter:

A. The Premises are free of Hazardous Materials to the extent that any such presence of Hazardous Materials would have a material adverse effect on the Premises, Purchaser understands and acknowledges that Seller has not conducted, nor shall Seller be obligated to conduct, Phase I or Phase II investigations of the Premises. "Hazardous Materials" shall mean (i) any hazardous or regulated substance as defined by Environmental Laws (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. "Environmental Laws" shall mean all federal, state and local environmental laws, including, but not limited to, The Hazardous Materials Transportation Act, (47 USC §§ 1801 et seq.), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq. ("EPCRA"), the administrative rules and regulations

promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended; and

B. Seller has not used the Premises for the purpose of using, generating, manufacturing, transporting, treating, storing, processing, disposing, discharging, emitting or releasing Hazardous Materials, except for Hazardous Materials which are used in the ordinary course of the Seller's business in a manner which is in material compliance with Environmental Laws.

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

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

14. Purchaser shall indemnify, defend and hold Seller including its Board of Education (in their official and individual capacities), administrators, employees and agents, harmless from any claims, suits, damages, costs, injuries, losses and any expenses resulting and arising from and out of Purchaser's or its officers, directors, agents and/or employees' occupancy, possession, use, evaluations and ownership of the Premises herein during the time this Offer is in existence except for such matters arising from the acts or negligence of Seller or Seller's agents and employees.

15. Seller acknowledges that it has retained the services of Great Northern Consulting Group in negotiating the sale of the Premises and Seller acknowledges its responsibility to pay Great Northern Consulting Group any fees associated with Great Northern Consulting Group's participation in this transaction. Seller further represents and warrants that no other broker or real estate agency is involved in the negotiation or consummation of this transaction. Purchaser warrants and represents to Seller that it is not obligated to pay any fee or commission to any broker or real estate agency in the negotiation or consummation of this transaction. To the extent permitted by law, each party agrees to indemnify and defend the other and hold the other harmless from any expense, claim or cause of action arising out of the breach of the foregoing warranty.

16. From and after the Date of this Offer, Purchaser shall not initiate a zoning change or other proceeding affecting the Premises or do anything else which may tend to jeopardize or lessen Seller's interest in or the condition of the Premises without first obtaining prior written consent from Seller. If Seller approves of any such zoning change or proceeding affecting the Premises,

Purchaser shall keep Seller informed of the progress of any such zoning change or proceeding and supply Seller with copies of any and all relevant approvals and documents applicable to such zoning change and/or proceeding.

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

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

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

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

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

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

23. Notwithstanding anything contained herein to the contrary, Purchaser, at its sole cost and expense, shall be obligated to develop and use the Premises in accordance with the planned use and concept attached hereto and made a part hereof as **Exhibit D** (the “Concept Plan”). The Concept Plan, subject to municipal approval, is an indication of what Purchaser intends to develop and may be only altered based on municipal feedback and requirements as well as reasonable value engineering. To ensure Purchaser’s development of the Premises in accordance with the Concept Plan, Purchaser shall provide Seller with copies of any and all documents that it plans to submit to the City of Livonia or any other governmental agency having jurisdiction over the Premises at least ten (10) days prior to such submission to allow Seller the opportunity to review such documents for compliance with this Paragraph and this Offer. These obligations of Purchaser shall survive the Closing. If the Concept Plan is modified substantially by the Purchaser, the Seller shall have a right to approve the modified concept plan or terminate this Offer and retain the Earnest Money Deposit.

24. The Seller's Request For Proposals For Purchase of Real Property dated November ____, 2019 and the Purchaser's Proposal dated ____, 2020, are incorporated herein by this reference. The parties agree that where there is a conflict between the terms of this Offer and the Purchaser's Proposal, this Agreement shall take precedence.

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

PURCHASER:

By: _____

Its: _____

Date: _____

SELLER:

LIVONIA PUBLIC SCHOOLS

By: _____

Its: Superintendent

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

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

Land in the City of Livonia, Wayne County, MI, described as follows: Part of the Southeast 1/4 of Section 19, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, described as follows: Beginning at a point on the East and West 1/4 line of Section 19, Town 1 South, Range 9 East, distant South 89 degrees 56 minutes 25 seconds East 643.85 feet from the Center Corner of said Section, and proceeding thence along said 1/4 line South 89 degrees 56 minutes 25 seconds East 431.13 feet; thence South 0 degrees 14 minutes 30 seconds East 393.68 feet; thence South 89 degrees 46 minutes 20 seconds East 48.36 feet; thence South 0 degrees 18 minutes 40 seconds East 439.08 feet; thence along the center line of future Mason Avenue, 60 feet wide, South 89 degrees 41 minutes 20 seconds West 479.00 feet; thence North 0 degrees 18 minutes 40 seconds West 836.00 feet to the point of beginning, except the South 30 feet thereof. And Part of the Southeast 1/4 of Section 19, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan described as follows: Beginning at a point on the East and West 1/4 line of Section 19, Town 1 South, Range 9 East, distant South 89 degrees 56 minutes 25 seconds East 1074.98 feet from the Center Corner of said Section, and proceeding thence along said 1/4 line South 89 degrees 56 minutes 25 seconds East 47.88 feet; thence South 0 degrees 18 minutes 40 seconds East 393.82 feet; thence North 89 degrees 45 minutes 20 seconds West 48.38 feet; thence North 0 degrees 14 minutes 30 seconds West 393.68 feet to the point of beginning. And Part of the Northeast 1/4 of Section 19, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, described as follows: Beginning at a point on the East and West 1/4 line of Section 19, Town 1 South, Range 9 East, distant South 89 degrees 56 minutes 25 seconds East 643.85 feet from the Center Corner of said Section, and proceeding thence North 0 degrees 18 minutes 40 seconds West 100.00 feet; thence along the center line of future Lyndon Avenue, 60 feet wide, South 83 degrees 59 minutes 10 seconds East 23.89 feet; thence South 00 degrees 18 minutes 40 seconds East 97.34 feet; thence along said East and West 1/4 line North 89 degrees 56 minutes 25 seconds West 23.55 feet to the point of beginning, except the North 30 feet thereof. And Part of the Northeast 1/4 line of Section 19, Town 1 South, Range 9 East, beginning at a point on the East and West 1/4 line of Section 19, Town 1 South, Range 9 East, distant South 89 degrees 56 minutes 25 seconds East 667.40 feet from the Center Corner of said Section; and proceeding thence North 0 degrees 18 minutes 40 seconds West 97.54 feet; thence along the center line of future Lyndon Avenue, 60 feet wide, South 83 degrees 59 minutes 10 seconds East 458.24 feet; thence South 0 degrees 18 minutes 40 seconds East 50.01 feet; thence along said East and West 1/4 line North 89 degrees 56 minutes 25 seconds West 455.46 feet to the point of beginning, except the North 30 feet thereof.

Sidwell No: 46-073-99-0007-000

EXHIBIT B

WARRANTY DEED

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

Land in the City of Livonia, Wayne County, MI, described as follows: Part of the Southeast 1/4 of Section 19, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, described as follows: Beginning at a point on the East and West 1/4 line of Section 19, Town 1 South, Range 9 East, distant South 89 degrees 56 minutes 25 seconds East 643.85 feet from the Center Corner of said Section, and proceeding thence along said 1/4 line South 89 degrees 56 minutes 25 seconds East 431.13 feet; thence South 0 degrees 14 minutes 30 seconds East 393.68 feet; thence South 89 degrees 46 minutes 20 seconds East 48.36 feet; thence South 0 degrees 18 minutes 40 seconds East 439.08 feet; thence along the center line of future Mason Avenue, 60 feet wide, South 89 degrees 41 minutes 20 seconds West 479.00 feet; thence North 0 degrees 18 minutes 40 seconds West 836.00 feet to the point of beginning, except the South 30 feet thereof. And Part of the Southeast 1/4 of Section 19, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan described as follows: Beginning at a point on the East and West 1/4 line of Section 19, Town 1 South, Range 9 East, distant South 89 degrees 56 minutes 25 seconds East 1074.98 feet from the Center Corner of said Section, and proceeding thence along said 1/4 line South 89 degrees 56 minutes 25 seconds East 47.88 feet; thence South 0 degrees 18 minutes 40 seconds East 393.82 feet; thence North 89 degrees 45 minutes 20 seconds West 48.38 feet; thence North 0 degrees 14 minutes 30 seconds West 393.68 feet to the point of beginning. And Part of the Northeast 1/4 of Section 19, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, described as follows: Beginning at a point on the East and West 1/4 line of Section 19, Town 1 South, Range 9 East, distant South 89 degrees 56 minutes 25 seconds East 643.85 feet from the Center Corner of said Section, and proceeding thence North 0 degrees 18 minutes 40 seconds West 100.00 feet; thence along the center line of future Lyndon Avenue, 60 feet wide, South 83 degrees 59 minutes 10 seconds East 23.89 feet; thence South 00 degrees 18 minutes 40 seconds East 97.34 feet; thence along said East and West 1/4 line North 89 degrees 56 minutes 25 seconds West 23.55 feet to the point of beginning, except the North 30 feet thereof. And Part of the Northeast 1/4 line of Section 19, Town 1 South, Range 9 East, beginning at a point on the East and West 1/4 line of Section 19, Town 1 South, Range 9 East, distant South 89 degrees 56 minutes 25 seconds East 667.40 feet from the Center Corner of said Section; and proceeding thence North 0 degrees 18 minutes 40 seconds West 97.54 feet; thence along the center line of future Lyndon Avenue, 60 feet wide, South 83 degrees 59 minutes 10 seconds East 458.24 feet; thence South 0 degrees 18 minutes 40 seconds East 50.01 feet; thence along said East and West 1/4 line North 89 degrees 56 minutes 25 seconds West 455.46 feet to the point of beginning, except the North 30 feet thereof.

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

Subject to:

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

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

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

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

GRANTOR:

LIVONIA PUBLIC SCHOOLS

By: _____

Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

On ____ day of _____, 20__, before me, the undersigned notary public in and for said County, personally appeared _____, _____ of Livonia Public Schools, to me known to be the same person who executed the within instrument on behalf of Livonia Public Schools, and who acknowledges the same to be the free act and deed of Livonia Public Schools.

_____, Notary Public
County, Michigan
Acting in _____ County
My commission expires:

This Instrument Drafted By:

Dana L. Abrahams, Esq.
CLARK HILL PLC
151 S. Old Woodward Ave., Suite 200
Birmingham, MI 48009

When Recorded Return to:

Grantee

Recording Fee: _____

Transfer Tax: *Exempt pursuant to MCLA 207.505(h)(i) and 207.526(h)(i)*

Sidwell Nos: 46-073-99-0007-000

EXHIBIT C

RELEASE AND HOLD HARMLESS

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

WITNESSES:

EXHIBIT D

PURCHASER'S CONCEPT PLAN

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below-named prospective purchaser (the “Purchaser”), pursuant to the compliance certification requirement provided in the Livonia Public Schools’ (the “School District”) Request For Proposals To Purchase Real Property (the “RFP”), hereby certifies, represents and warrants that the Purchaser (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Purchaser is awarded a contract as a result of the aforementioned RFP, the Purchaser will not become an “Iran linked business” at any time during the course of performing any services under the contract.

The Purchaser further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

PURCHASER:

Name of Purchaser

By: _____

Its: _____

Date: _____

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2020, by
_____.

, Notary Public

_____ County, _____

My Commission Expires: _____

Acting in the County of : _____

From: [Monica Badder](#)
To: [Planning](#)
Subject: Petition 2020-07-01-03
Date: Tuesday, August 18, 2020 8:26:27 PM

To whom it may concern,

I am a current resident of the Castle Gardens neighborhood where petition 2020-07-01-03 is being proposed. I live directly across the street from the area in question and am opposed to this proposition. I do not believe subdivisions should be crammed into the middle of existing subdivisions. The open field is a nice addition to the neighborhood that harbors many pet owners and families with children that enjoy the space to play sports. I also do not want to have to endure the noise, the dust and the inconvenience of constant construction traffic on an already busy road. I can not see any benefit to jam packing un-needed houses into an existing neighborhood. There are many subdivisions, like the one proposed that have gone up in other parts of Livonia and in some surrounding areas of Westland, that sit partially unfinished and partially vacant. This is an unnecessary proposal and and unwanted one.

Thank you for your time and consideration,

Monica Badder

From: [Kathy Boucher](#)
To: [Reece, Stephanie](#)
Subject: Re: WEBSTER SCHOOL DEVELOPMENT PLAN
Date: Wednesday, August 19, 2020 7:05:37 PM
Attachments: [CitySeal100x100_8f7d9122-2022-4a3b-86d9-f05a096c6a3c.png](#)
[CensusLogoCombined_d843b303-2f8a-4b1f-8273-416b0ebdd7fa.png](#)

So after seeing this plan, it is backwards from what we thought we saw. We are baffled how the main entrance is off of a side street (Mason) with no direct access. The entire neighborhood will now turn Blue Skies into a very busy street, on there way to Lyndon. It seemed to make sense off of Lyndon which is a through street. Unbelievable how much traffic this will add to this area. Very sad homeowners. Please see that this is added to the opinion of the neighborhood.

Kathy Boucher

From: Reece, Stephanie <SReece@ci.livonia.mi.us>
Sent: Wednesday, August 19, 2020 11:17 AM
To: Kathy Boucher <kbouch72@hotmail.com>; Planning <Planning@ci.livonia.mi.us>
Subject: RE: WEBSTER SCHOOL DEVELOPMENT PLAN

Good Morning,

Attached is a copy of the proposed site plan. I think this is what you were looking for. If you have questions, please feel free to ask. Thank you



Stephanie Reece
Program Supervisor
City of Livonia | Planning Department
(734) 466-2288
SReece@ci.livonia.mi.us
www.livonia.gov



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From: Kathy Boucher <kbouch72@hotmail.com>
Sent: Wednesday, August 19, 2020 10:55 AM
To: Planning <Planning@ci.livonia.mi.us>
Subject: WEBSTER SCHOOL DEVELOPMENT PLAN

Hello,

My name is Kathy Boucher. My husband and I have lived 21 years at 14357 Blue Skies. I watched the Meeting proposal last night, August 18. I am giving my thumbs up approval to the developer's proposal of the cul de sac entering from Lyndon. I certainly prefer that to a through street to Mason. I was unclear about what would be actually facing Mason. Are there home there also?(I hope not) Can a picture of the proposal be sent ?

Thank you,

Kathy and Steve Boucher

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MINUTES OF THE 1,158th PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, August 18, 2020, the City Planning Commission of the City of Livonia held its 1,158th Public Hearings and Regular Meeting via Zoom Platform

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

Members present: David Bongero Sam Caramagno Glen Long
 Betsy McCue Carol Smiley Ian Wilshaw
 Pete Ventura

Members absent: None

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

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

ITEM #1 PETITION 2020-07-01-03 LEO SOAVE BUILDING

Mr. Caramagno, Secretary, announced the first item on the agenda, Petition 2020-07-01-03 submitted by Leo Soave Building Company, Inc. pursuant to Section 23.01 of the City of Livonia Zoning Ordinance #543, as amended, requesting to rezone the property at 37855 Lyndon Avenue (former Webster Elementary School site) located on the south side of Lyndon Avenue between Newburgh and Hix Roads in the Southeast ¼ of Section 19 from PL (Public Lands) to R-1 (One Family Residential).

Mr. Taormina: This is a request to rezone the former Webster Elementary School property from PL (Public Land) to R-1 (One-Family Residential). This is a 9.3-acre site. It is on the south side of Lyndon and is north of Mason and between Nola and Blue Skies. On the zoning map it shows the location of the property in relationship to the surrounding area. The proposed rezoning and the subsequent residential development that would involve this site, would involve the entire property. It is currently owned by Livonia Public Schools. LPS is in the process of selling the land to the petitioner. You will notice that there are existing single-family lots that border the property to the east and to the west with addresses on Blue Skies and Nola, respectively. The site is surrounded by R-1 zoning. All of the lots in the area measure 60' x 120', as well as 7, 200 square feet, which is the minimum required for R-1 zoning. Conceptual plans were presented with the application. The plan shows a total of 31 lots. As you can see here, the design includes a cul-de-sac street extending north from Mason and providing access to lots 1 to 21. Lots 22 and 23 are in the southwest corner of the property and they would have direct access from Mason Ave. These lots are adjacent to a small open space park. At the north end you will see lots 24 through 31 all have frontage directly on Lyndon Ave. Some other features of the plan include the storm water detention basin along the west side of the site, as well as the second larger open space area located in the northwest corner. The street would have a right-of-way width of 60 feet and the cul-de-sac would be 120 feet in diameter. As far as future land use maps, it does show it as parks and community, which reflects the current ownership as well as the former use of the site as a school. This petition is one of three involving former school properties. The other two are Adams, which is located on the south side of Lyndon between Harrison and Inkster, and Wilson which is located on the northwest corner of Harrison and West Chicago. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Taormina: The first item is from the Engineering Division, dated August 10, 2020, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed rezoning at this time. The parcel is assigned the address of #37855 Lyndon Avenue. The legal description submitted by the owner appears to be correct, but we would like to suggest using the following simplified legal description instead: That part of the East ½ of*

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Section 19, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, described as beginning at a point distant S 89°56'25" E, 643.85 feet from the center corner of said Section 19 and proceeding thence N 00°18'40" W, 100.00 feet to the centerline of Lyndon Avenue; thence along said Lyndon Avenue centerline S 83°59'10" E, 481.93 feet; thence S 00°18'40" E, 882.91 feet to the centerline of Mason Avenue; thence along said Mason Avenue centerline S 89°41'20" W, 479.00 feet; thence N 00°18'40" W, 836.03 feet to the Point of Beginning, except the northerly 30 feet, also except the southerly 30 feet. The proposed development is currently serviced by public water main, sanitary and storm sewers, which will need to be extended to service any new residences. The submitted drawing does not indicate any utility connections, so we do not have any knowledge of impacts to the existing systems at this time. The owner has been in contact with this office regarding the project, and is aware of the Engineering Department requirements. It should be noted that should the project move forward the proposed construction will be required to meet the Wayne County Stormwater Ordinance, including detention requirements. A full review of the proposed development will be completed when plans are submitted for permitting." The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Finance Department, dated August 10, 2020, which reads as follows: "I have reviewed the addresses connected with the above noted petition. As there are no outstanding amounts receivable, general or water and sewer, I have no objections to the proposal." The letter is signed by Connie Kumpula, Chief Accountant. The next letter is from the Treasurer's Department, dated August 7, 2020, which reads as follows: "In accordance with your request, the Treasurer's Office has reviewed the address connected with the above noted petition. At this time, there are no outstanding amounts receivable for taxes. Therefore, I have no objections to the proposal." The letter is signed by Lynda Scheel, Treasurer.

- Mr. Wilshaw: Are there any questions of the Planning Director?
- Mr. Ventura: Did I understand you to say that this is part of a three-parcel sale to this developer?
- Mr. Taormina: Not to this developer. There are two buyers of the three sites. I believe this petitioner, or a close affiliate is involved in one of the other two sites. The Wilson site. There is a second developer with an interest in purchasing the Adams site.

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Mr. Ventura: We can anticipate seeing those before too long?

Mr. Taormina: The one plan has been submitted. That is something you will see in the next couple weeks, that is correct. For Adams.

Mr. Ventura: Thank you.

Mr. Wilshaw: Thank you, Mr. Ventura. Any other questions for our planning staff? I don't see any other questions for Mr. Taormina. Our petitioner is in the audience.

Rico Soave, 37771 Seven Mile Road, Livonia, MI, 48152, nothing in addition to Mark's presentation other than to reiterate that we are asking for R-1 (Single-family). I believe we are surrounded by R-1's (Single family) and I do also believe the Master Plan indicates R-1 as well. Other than that, I would be happy to answer any questions for the Commission tonight.

Mr. Wilshaw: Thank you, Mr. Soave, for being here tonight and for your introduction. I just want to remind both the Commission and the folks in the audience that this is a rezoning request. Our focus tonight is to look at the zoning and if it is the proper fit for this area. We will not have a lot of discussion in regard to the site plan. That is a step that would come later once the zoning has been moved along to Council. We see a conceptual site plan, but that is not necessarily going to be the final product. Any questions for our petitioner from the Commission? I don't see any questions from the commissioners at this time. Is there anybody in the audience that wishes to speak for or against this item? Please use the raised hand feature. We do have a few folks that are connected by phone. If you are connected by phone, you will need to dial *9 to raise your hand by telephone. We do have a couple folks with their hands up, so we are going to go to them and give them an opportunity to speak for or against. We are going to start with Victoria. We are not hearing anything from Victoria. What we are going to do is we are going to move on to the next person and we will circle back and see if Victoria has her audio issues sorted out. The next person is Jo Roe.

Jo Roe, What type of homes are you thinking about building at this location and the price range of them?

Mr. Wilshaw: Okay, the type of homes and price range. I hear that question. We will ask the petitioner that question and see what their

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intention is to give you an answer on that. Do you have any other questions or comments that you would like to include?

Ms. Roe: The builder, it will only be one builder in this one here by Webster school, correct?

Mr. Wilshaw: Yes, that is the intention.

Ms. Roe: Okay, has he built other home in our area?

Mr. Wilshaw: Mr. Soave, his company, has built home throughout this city. When we give him an opportunity to speak again, he can maybe give more information about his background as a builder. He is well known in this city for building, especially for these things we call in-fill type properties. Smaller properties that are being filled in like this with a dozen or two dozen homes. He has also done some larger sub-divisions as well.

Ms. Roe: Okay. Thank you.

Mr. Wilshaw: Thank you for coming tonight. We will get those questions answered for you. We have one more person asking to speak here, so let me give them an opportunity to speak. This is a telephone person that has called in. You can dial *6 to unmute. The phone number ends in 5387. Good evening.

Victoria, I called in. You can hear me now. Do I need to give you my address also?

Mr. Wilshaw: If you would like, please.

Victoria, 14436 Nola, Livonia, MI, I live right behind the old Webster property. If I could just say a couple of words. I am going to start off by saying I am opposed to building houses on this property. I have lived in Livonia my whole life. I did go to the old Webster school. When they decided to tear down the Webster school, they regraded it to be a green space. Over the last 12 years it has evolved into a most beautiful green space for our neighborhood. The property at that point has been used, as you know, for Livonia's school soccer tournaments and Radio Field Day last year. It garnered about 150 visitors. It was their best year yet with people coming from all over. People use this field every day. They use it to walk their dogs. It brings families to come sit under the trees. People come from all over the city to walk their dogs in this field. In our beautiful green space. The property...if I can back up for one minute, the green space has

pulled many homes in the sub. I have spoke to quite a few people who have told me that this is one of the reasons why they bought in Castle Gardens. It is a natural environmental asset. It is a home to wildlife. It is a natural resource for water retention. I just...I am just stating a few things that are my views. Reasons not to privatize the property...it would put us through three years plus of construction with trucks coming up Lyndon and Mason. Those are our main thoroughfares and tying up our roads coming to our homes. Creating construction dust in our homes for that period of time. The green space really serves as a core to the neighborhood and preserving it would be a real asset to the neighborhood. No offense to the builder. I am sure he thinks we will be okay, but this has a special place and it has a special place in our hearts. I really encourage each and every one of you to come visit the property early in the morning when the sun is rising. That is when it is most beautiful. You can hear rare birds and squirrels and during this pandemic especially it has been an important place to relax and enjoy mother nature.

Mr. Wilshaw: Excellent. Thank you for your comments, Victoria. I appreciate the fact that you were able to call in and make those comments. Just so you know, the decision to sell this property and rezone it from Public Land to any sort of private zoning for residential or otherwise, was ultimately the decision of the School Board to sell the property.

Victoria: I understand that.

Mr. Wilshaw: Okay, good. I just wanted to make sure you were aware of that.

Victoria: Oh yeah, I was aware of that.

Mr. Wilshaw: Great, thank you. Thank you for your comments. We will take them into consideration, and we will be talking again to the petitioner after each of our audience members has had a chance to speak so he can respond to those comments.

Victoria: Thank you, I appreciate the time to speak.

Mr. Wilshaw: Hang around and you can see how this concludes. I am going to put you back on mute and go to the next person. Thank you for coming. Is there anyone else wishing to speak for or against this item? I don't see anyone else new. Jo has asked to speak one more time. I will give her another chance. Let me unmute her.

- Jo Roe: No, I am sorry. I had lowered my hand. I didn't raise it. Thank you though.
- Mr. Wilshaw: Your all set? Great. Thank you I think everyone has had a chance to speak in our audience. If there is no one else wishing to speak, I am going to go back to Mr. Soave.
- Mr. Soave: Yes.
- Mr. Wilshaw: You did hear some questions asked of our audience specifically regards to the type of home you are planning on putting there and the pricing. If you could enlighten us on those things.
- Mr. Soave: Yeah, absolutely. As the Commission is well aware, we are second generation builders and developers. I couldn't put a number on how many homes either one of our family members built throughout Livonia in the past 30 years, but this sub-division we are expecting for pricing to start around \$300,000 mark. It will mirror the same type of product we put a mile and a half north on Heritage Square development, which is on Newburgh just south of Six Mile. That was a 50 lot sub-division which should be completed by the end of the calendar year 2020. It will be a similar same type of product. Pricing will be similar as well. If any of the audience or the public want to see the product, we are anticipating it will be very very close to what we did in the past two years at Heritage Square community.
- Mr. Wilshaw: Mr. Soave, in speaking of Heritage Square being a comparable property, can you give us some idea of how long it has taken to sell those properties and how they have done given the current economy?
- Mr. Soave: I think this November will be two-year anniversary mark where the infrastructure and the roadways were installed. Two years to implement a development and build close to 50 single-family homes I think is really quite remarkable. We are hoping for the same type of turn around given the current economic conditions and this proposed development at Webster is approximately 31 units as opposed to 50. We are anticipating less than a two-year turnaround time from development to the completion of all 31 single-family homes.
- Mr. Wilshaw: Okay, very good. Thank you. Any questions for our petitioner from the Commission? I see no questions from the

Commission. Is there any other comments, Mr. Soave, that you would like to make before we make our decision?

Mr. Soave: No. I appreciate your time tonight and I will still be around for the remainder of the evening in case something else should come up in regard to this petition.

Mr. Wilshaw: Okay, great. Thank you, very much. We will close the Public Hearing and a motion would be in order.

Ms. Smiley: Has the City of Livonia expressed any interest in buying this property and turning it into a park?

Mr. Taormina: Would you repeat the question?

Ms. Smiley: Yes. Has the city expressed any interest in purchasing this piece of property and turning it into a public park? That they would have and maintain?

Mr. Taormina: No.

Ms. Smiley: That was my understanding. The city is not interested in buying any more property or parks at this time. Is that right?

Mr. Taormina: I can't answer the question. Whether there is interest anywhere in the city, but there has been non expressed by the Parks Director or the Administration or Council that I am aware of.

Ms. Smiley: Thank you.

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

#08-35-2020 **RESOLVED**, that pursuant to a Public Hearing having been held by the City Planning Commission on August 18, 2020 on. Petition 2020-07-01-03 submitted by Leo Soave Building Company, Inc, pursuant to Section 23.01 of the City of Livonia Zoning Ordinance #543, as amended, requesting to rezone the property at 37855 Lyndon Avenue (former Webster Elementary School site) located on the south side of Lyndon Avenue between Newburgh and Hix Roads in the Southeast ¼ of Section 19 from PL (Public Lands) to R-1 (One Family Residential) the Planning Commission does hereby recommend to the City Council that Petition 2020-07-01-03 be approved for the following reasons:

1. That the proposed change of zoning is compatible to and in harmony with the surrounding residential uses and zoning districts in the area.
2. That the proposed change of zoning will provide for a single-family residential development similar in density to what exists in the neighboring area.
3. That the proposed change of zoning is consistent with the existing character of the area.
4. That the proposed zoning change does not obstruct the goals, policies, and objectives of the Future Land Use Plan, and
5. That the proposed change of zoning of the subject property represents a reasonable and logical zoning transformation which adheres to the principles of sound land use planning.

FURTHER RESOLVED, that notice of the above hearing was given in accordance with the provisions of Section 23.05 of Zoning Ordinance #543, as amended.

Mr. Wilshaw: For the people in our audience with interest in this item, please continue to keep an eye on this as it goes to City Council. We only give a recommendation to the Council. They ultimately will make the decision on this zoning. If they choose to move forward with it, there will also be a site plan that will be coming before us as well with the details of the homes and the layout of the property. If you are interested in continuing to watch this as it comes back so you can be involved and comment on it. Thank you so much for coming tonight.

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



REPORT TO THE LIVONIA CITY COUNCIL

Planning
March 15, 2021

MEETING DATE

March 22, 2021

PREPARED BY

Mark Taormina, Planning and Economic
Development Director,

AGENDA ITEM

New Data Item 15 - Cross-section view

BACKGROUND

New data - cross section view as requested by Council at 03/08/21 Study Meeting.

RECOMMENDATION

Receive and file

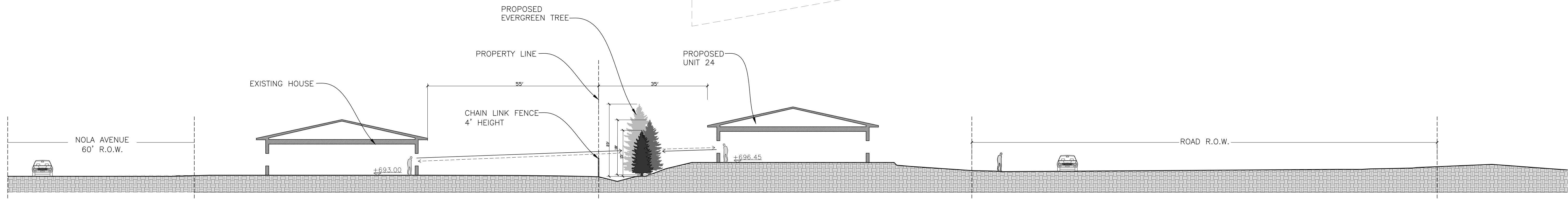
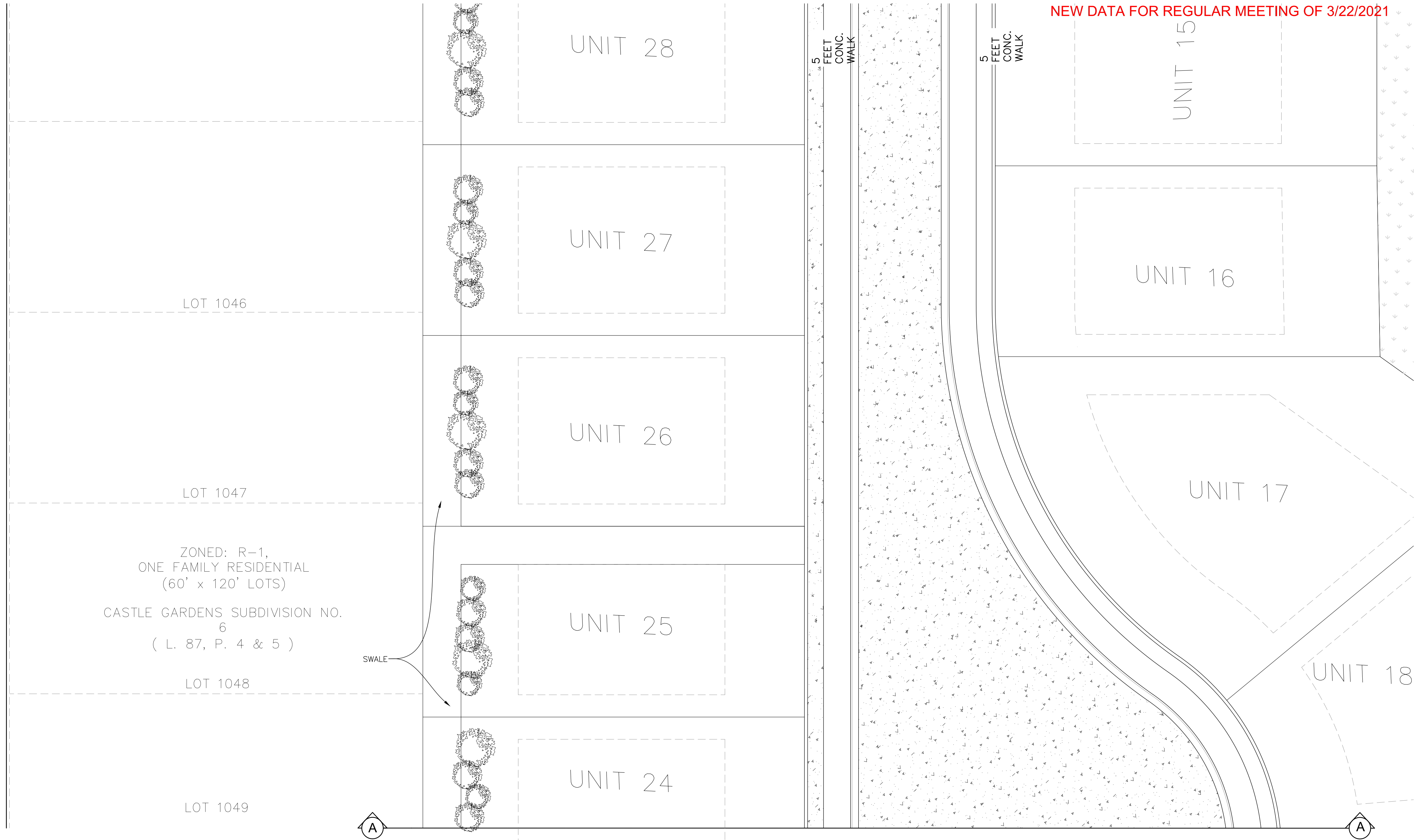
FISCAL CONSIDERATION

ATTACHMENTS

1. SECTION REV-01

APPROVED BY

Nola Ave.
(60' R.O.W.)



SECTION A-A
SCALE: 1/16"=1'-0"

NEW DATA FOR REGULAR MEETING OF 3/22/2021

GRAND RESERVE CONCOMINIUM 37855 LYNDON STREET LIVONIA, MI 48154			
PROJ. NO. 07132020	SCALE: 1/16"=1'-0"	DRAWN BY: MH	APPROVED BY:
DATE: 07/13/2020	DRAWING NO: EX-01		

SITE CROSS SECTION

ENGINEER SEAL

REVISIONS	DATE	DESCRIPTIONS	BY	APPR
A				
B				
C				
D				
E				
F				

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**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 8, 2021**

Meeting was called to order via Zoom remote technology at 8:38 p.m. by President Kathleen McIntyre. Present: Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); Cathy White (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

11) SITE PLAN PETITION: Planning Commission, re: Petition 2020-11-08-06 submitted by Leo Soave Building Company, Inc. to develop a site condominium (Roma Court) consisting of thirty-two (32) single-family homes on the property located on the south side of Lyndon Avenue between Newburgh and Hix Roads (37855 Lyndon Avenue, former Webster Elementary School site) in the Southeast ¼ of Section 19.

Mark Taormina, Director of Planning and Economic Development, presented this request to Council. He stated this site in question is in the process of being rezoned from P-L, Public Land, to R-1, one-family residential. Council gave first reading to the zoning change on September 28, 2020. R-1 is the proposed zoning where the minimum lot size would be 7,200 square feet. Lot width 60 feet, lot depth 120 feet. So as you can see from the aerial photograph the site in question is surrounded by developed single-family homes nearly all of which is also zoned R-1, one-family residential. The proposed development shows a total of 32 lots, all 32 lots will comply with the R-1 District requirements for a conventional lot size. As you can also see from this plan, the design includes a new street with a cul-de-sac that would extend south from Lyndon. That street would provide access to 22 of the 32 lots. Those are identified as units 11 to 32. And then lots 8, 9 and 10 in the northeast corner would have direct access to Lyndon and then at the south end, units 1 through 7 would have direct access on Mason Street. Along the east side of the project you'll notice the large detention system that includes the four bays as well as a detention pond. Continuing south from that area the open space park enlarges so not only does this include the pond, but the open space park also includes other areas as well. A fully detailed landscape plan was submitted with the Petition which shows one tree per lot as required by ordinance. In addition, landscaping is shown around the detention basin and within the open space park. The submittal included the Master Deed and Bylaws which is very similar to what we've reviewed in the past in terms of minimum house sizes, minimum percentage of brick on each of the units, and other building and use restrictions that are consistent with past projects. The Planning Commission is recommending approval of the project as submitted to you this evening.

Vice President Bahr stated from his recollection when we looked at this previously when we did the zoning, the Petitioner has taken into account some of the things we talked about, and I appreciate that. One of my concerns is elevation. And the reason for this is one of the previous developments that we've done in the last several years, I've

gotten some complaints from people over there from existing neighbors about the elevation of the new neighborhood. And I went over and looked at it and it was a lesson learned for me. Mark, I'm sure you're familiar with these things and probably looked at it, but that's just one aspect of these developments that I haven't paid enough attention to in the past. And in this one particular scenario, you know the houses in the new neighborhood were so high that the fences, the privacy fences that had previously existed in the existing homes were worthless because the new homes were literally looking down into their backyard. So, I'm just wondering, has that been looked at with this? And I did see that there was an elevation piece in the packet that was given us, what's been the conversation about that and is that something we need to be concerned about here?

Taormina replied it was something that was discussed at Planning Commission level, in fact, they noted it on their review that the design was raising the grade of the property in a manner that you indicated. So, through numerous discussions with the project engineer the grades have been lowered three and a half feet. Additionally, where the homes in this proposed development lie directly adjacent to existing homes to the west, all of those homes where I think seven or eight of the lots along the west side, it's spelled out in the resolution, for those the developer is committed to building only ranches. So, not only have they lowered the grades on this property, but also restricted the height of those homes to ranches. So, this would be the cross sectional relationship between the houses. And it might be a little tricky to read here, but the engineer is here and he can describe the changes to the plans to address the Planning Commission's concerns.

Vice President Bahr thanked Taormina and stated he's glad to know that it's been recognized and looked at, you beat me to it, which is great. The two remaining questions that maybe if the Petitioner or the engineer wants to speak to this if they can, is number one, so I know it's been addressed on that side, even though the ones on the east side do not directly abut the other homes, is there any risk of it being a concern there anyway. And then the second thing I was going to ask is is it possible to get a rendering or a drawing that shows what the site lines will be from the new homes into the backyards of the old homes? I seem to recall seeing a drawing like, I think it was for the medical center at Five Mile and Levan, who knows how long ago that's been, but whatever it was, I seem to recall seeing drawings like that where we can show the site lines, and if it's possible to provide something like that, that would be great.

Taormina replied that's exactly what this cross section is intended to do, although it might be as illustrative as what you are referring to what's been in other projects. But we asked the engineer to provide this drawing to show exactly the relationship between the existing homes there on Nola Street with the proposed homes on the west side of the cul-de-sac. And while there is a height differential you'll see here, again, it's much less than what was originally proposed. I think there's reasons for these grades for drainage purposes and I'll let the engineer get into that, whether or not it can be lowered additionally is a question that you'd have to ask him. And then in terms of on the east side, the only difference the grade has been lowered throughout the project site as it

affects the finished floor elevations of the homes. The only difference here would be that the colonial and cape will be allowed on this side of the street because there is a greater distance or greater separation between the proposed homes and the existing homes.

Bahr said one final question for you, Mark, is that kind of darkened area right at the base of the cul-de-sac, it almost looks like it's a pathway going to the community space. Well, there's that, too, where you are there, I was actually looking from the new road to the detention up there. So, yes, that section you're on now is part of it and if you go up and all the way to the left there's a dark area, that and where you were earlier, are those intended to be like access pathways of some kind?

Taormina replied they're primarily in the design to allow for equipment to access the pond for maintenance purposes. And what this pattern illustrates is a grass paver block, so it would be grass on top, but there would be a base beneath it that would support equipment that could get back to the pond in order to maintain it. So that's what these areas are illustrating. These are illustrating additional easements that provide access to the basin. But the main one would really occur here off of Mason Street for any heavy equipment that would ever have to get back there for maintenance purposes.

Bahr said so they're not pathways and like the easement you talked about, that's part of someone's yard, it's just noting an easement for the City to have access to it.

Taormina said these are mostly easements, that's correct, this would be part of the open space area.

Bahr said it's not uncommon when we do these, somebody else saw the creative idea that I probably like, but overall I think this meets what I was looking for and I think it will be a good development.

Councilmember McCullough stated with these new developments we are requiring these properties to maintain their storm water drainage, am I correct on that?

Taormina replied the engineer can respond to that, but any drainage would be directed to swales and to catch basins that would then carry the water off without going onto the adjacent property, so, yes.

McCullough asked would you know with our current neighbors, the neighboring properties, obviously a lot of these sites, the existing neighborhoods were built primarily late '50s, early '60s and the '70s, rear lot drainage would not have been a feature that had been required during those times, correct?

Taormina replied more than likely there are catch basins that run along the rear of those properties as well, but I think that this development would be mostly self sufficient in terms of its drainage. It wouldn't rely, I don't believe, on those catch basins in those

adjacent subdivisions but I'll let the design engineer and maybe Mr. Zilincik respond to that.

McCullough stated he is just concerned with that grade, it's just such a high slope that you know if a neighboring property does not have that type of drainage set up or is something is clogged from all the years, the last thing I want to see and I think the last thing that these homeowners want to see is their lots get basically in the swamp.

Mr. Khalil, project engineer, said the first thing he wants to address the elevation issue. The way that Mr. Taormina said, we tried to lower, like he asked us to lower the elevations, and we lowered it as much as possible. Now from that property line we're going almost the minimum slope that we can go from the west property line to the lots and then to the street. We lowered it, it's inches, it's nothing more than that so we did what we can with that one and we lowered it by like 3.5 feet. On the east side I don't think there is any issue just because we have all that space and all that distance and the street might control the elevations around it. So this is about the elevations. Second, regarding the drainage, we are controlling everything within our site. Like we had swales all around that's going to collect any water, no water is going to go into adjacent properties. It's all controlled. We had like swell line on the west side and everything on the east side is sloping towards the detention basin and toward the open space area. And I think these are the two points that I wanted to clarify. If you have any other questions, I'm here, if you have specific questions.

McCullough stated he likes what he hears about having the storm water managed from the site; I'm assuming we require through the process of construction, a preliminary grade cert, do we, before the move on to any process or do we not?

Zilincik replied what happens is when we actually do the site for final approval, we make sure that it's meeting our standards for backyard drainage, every 400 feet. The detention is there, we ask for exhibit for the future maintenance of that pond. In addition like you said, our goal is to not have the adjacent properties have drainage onto them itself, but it's all contained on the site. If you look, Mr. Soave has been doing these developments, we did Dover and Capri with no issues with the drains itself, so just state any concerns and we'll make sure when we're doing the review process that that's addressed during the final review plan. But the grade cert is for each individual lot. So in overall developer mentality, the developer like Leo Soave comes in, they have an overall soil erosion sedimentation control plan, the detention pond, looking to get that established early on and then as we go through each lot there's a grade certificate that's given and then refund of the \$750.00 bond is taken and then obviously released at the end where all the storm sewers are cleaned out and the detention pond has its establishment and we give that bond back.

McCullough thanked Zilincik for the information and said I think we can just rest assured with all these processes that are in place to ensure that storm water and engineering is all up to date, so thank you for that clarification.

Vice President Bahr said he has one more question on the site line and asked Mr. Khalil, the people on Nola Street, will the houses in this new development be low enough that the people on Nola Street don't have a direct site line into the first floor windows.

Khalil said that's a good question. The difference between our floor elevation and their floor elevation based on what we have, it's like four feet.

Bahr said it's probably okay, but what I'm picturing if someone has a normal 6-foot privacy fence, I just don't want a situation where the first floor of these new homes are staring down in their backyard which is what we have in another neighborhood right now, one of the new neighborhoods. I think from that cross section you sent, it's probably not the case but if there's anything that you could mockup that shows that, it would give me the extra assurance and I think the residents over there. Other than that, I don't have any issues, I'll offer an approving for this for the Regular. The only other thing I'd ask is if there's any way that you know there could be a monument put up there for here is where Scott Bahr in 1991 threw a touchdown pass right as the recess bell rang, one of my finest hours, I don't know if that was in the plan at all.

DIRECTION:

APPROVING

REGULAR



REPORT TO THE LIVONIA CITY COUNCIL

Planning
February 25, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Stephanie Reece, Program Supervisor

AGENDA ITEM

SITE PLAN PETITION: Planning Commission, re: Petition 2020-11-08-06 submitted by Leo Soave Building Company, Inc. to develop a site condominium (Roma Court) consisting of thirty-two (32) single-family homes on the property located on the south side of Lyndon Avenue between Newburgh and Hix Roads (37855 Lyndon Avenue, former Webster Elementary School site) in the Southeast ¼ of Section 19.

BACKGROUND

RECOMMENDATION

#02-05-2021 **RESOLVED**, That the City Planning Commission does hereby recommend to the City Council that Petition 2020-11-08-06 submitted by Leo Soave Building Company, Inc. requesting approval of the Master Deed, Bylaws and site plan pursuant to Section 18.62 of the City of Livonia Zoning Ordinance #543, as amended, to develop a site condominium (Roma Court) consisting of thirty-two (32) single-family homes on the property at 37855 Lyndon Avenue (former Webster Elementary School site) located on the south side of Lyndon Avenue between Newburgh and Hix Roads in the Southeast ¼ of Section 19, be approved subject to the following conditions:

1. That the Site Plan identified as Drawing No. CS-100 dated November 19, 2020, prepared by Angle Design & Engineering L.L.C., is hereby approved and shall be adhered to.
2. That the Landscape Plan identified as LP-1 and the Landscape Notes & Details identified as LP-2, both dated November 13, 2020, prepared by Nagy Devlin Land Design, are hereby approved and shall be adhered to.
3. That the condominium Master Deed and Bylaws comply with the requirements of the Subdivision Control Ordinance, Title 16, Chapter 16.04-16.40 of the Livonia Code of Ordinance, and Article XX, Section 20.01-20.06 of Zoning Ordinance #543.
4. That the Master Deed and Bylaws shall include language in the building and use restrictions that requires the homes on Lots 24 thru 30, located along the west side of the cul-de-sac street identified on the plans as Roma Court, shall be a maximum of one-story in height.
5. That the brick used in the construction of each condominium unit shall be full face four-inch (4") brick.
6. 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.

7. That only a conforming entrance marker is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.

8. That the petitioner shall include language in the Master Deed and bylaws or a separate recordable instrument wherein the condominium association shall reimburse the City of Livonia for any maintenance or repair costs incurred for the storm water detention/retention and outlet facilities, and giving the City of Livonia the right to impose liens on each lot owner's property pro rata and place said charges on their real estate tax bills in the event said charges are not paid by the condominium association (or each lot owner) within thirty (30) days of billing for the City of Livonia.

9. 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

10. 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.

FISCAL CONSIDERATION

ATTACHMENTS

1. 2020-11-08-06_Roma Court_E-COUNCIL Pkt

APPROVED BY



Mark Taormina, Planning and Economic Development
Director

Date: February 25, 2021



Maureen Miller Brosnan, Mayor

Date: February 26, 2021

Petition 2020-11-08-06 submitted by Leo Soave Building Company, Inc. requesting approval of the Master Deed, Bylaws and site plan pursuant to Section 18.62 of the City of Livonia Zoning Ordinance #543, as amended, to develop a site condominium (Roma Court) consisting of thirty-two (32) single-family homes on the property at 37855 Lyndon Avenue (former Webster Elementary School site) located on the south side of Lyndon Avenue between Newburgh and Hix Roads in the Southeast ¼ of Section 19.

CITY OF LIVONIA, MICHIGAN
APPLICATION FOR SITE PLAN REVIEW & APPROVAL

All petitions for Site Plan Approval shall be filed with the City Planning Commission, 33000 Civic Center Drive, Livonia, MI 48154-3097. **Filing fee = \$600.00 plus \$20.00 for each 1,000 square feet of gross floor area of new construction, not to exceed a total of \$1,500.00.**

Date Filed: 11-10 2020 Petition 2020-11-08-06

Site Address: 37855 LYNDEN Sidwell _____

Requesting Approval to R 1

Applicant: LEO SOURCE Business/Company: _____

Applicant's Address: 37771 7MILE City: LIVONIA State: MI Zip Code: 48152

Applicant's Phone # (586) 219-7880 Applicant's Email _____

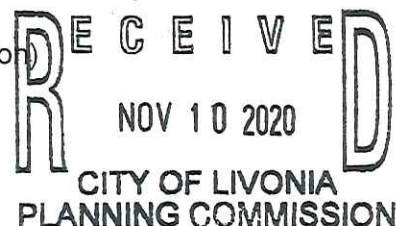
Contact Person: LEO SOURCE Business/Company: _____

Contact's Address: 37771 7MILE City: LI. State: MI Zip Code: 48152

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

Please provide the following information:

- 1) **Site Plan** showing:
 - property dimensions, including road right-of-way & building setback lines
 - foot print of building(s), including dimensions & square footage
 - all easements, protective walls, sidewalks & existing trees
 - any significant topographic features (existing or proposed)
 - parking layout, including type of surface material, sizes of spaces & aisles
 - method used in calculating parking requirement
 - location of light standards servicing parking lot & cutout showing type & height
 - location of trash receptacle, including description of screening
 - location of signs (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, E.F.I.S.)
 - all visible rooftop mechanical equipment and how they will be screened
- 4) **General Floor Plan** showing:
 - floor layout
 - entrances & exits
 - restaurants are required to illustrate seating arrangement & capacity
- 5) **One (1) set of reduced plans** (i.e. site, landscape, elevation, floor), **a maximum 11" x 17" in size, or digital file in a .pdf format either on CD or emailed to smiller@ci.livonia.mi.us**
- 6) **Legal Description** of the property to be considered (Clearly Printed)
- 7) One (1) completed application form & **sixteen (16)** sets of full-size drawings



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

FEE COMPUTATION

\$600.00

_____ sq. ft. of new construction x \$20.00 per 1,000 sq. ft.

(NOTE: Round off to nearest 1,000) + _____

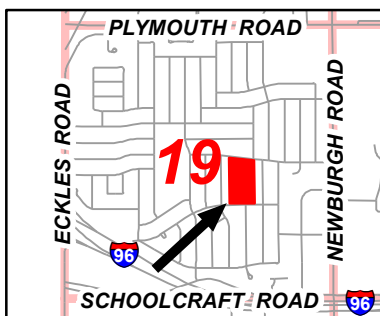
Total Amount Due \$ _____

Owner of Property: SCHOOL BOARD

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

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

Signature of Owner: _____ Print Name: _____



Aerial Map

Petition 2020-11-08-06
Roma Court Site Condominiums
37855 Lyndon Avenue



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

MISCELLANEOUS

ITEM 3

Petition 2020-11-08-06 submitted by Leo Soave Building Company, Inc. requesting approval of the Master Deed, Bylaws and site plan pursuant to Section 18.62 of the City of Livonia Zoning Ordinance #543, as amended, to develop a site condominium (Roma Court) consisting of thirty-two (32) single-family homes on the property at 37855 Lyndon Avenue (former Webster Elementary School site) located on the south side of Lyndon Avenue between Newburgh and Hix Roads in the Southeast ¼ of Section 19.

February 16, 2021 Study Meeting:

This petition involves the planned development of a site condominium consisting of thirty-two (32) single-family homes. The subject site is the former Webster Elementary School site and is located on the south side of Lyndon Avenue between Newburgh and Hix Roads. This property is currently in process of being rezoned (Petition 2020-07-01-03) from PL, Public Land to R-1, One Family Residential. City Council gave First Reading to the rezoning on September 28, 2020. Second Reading and Roll Call, the final steps in the rezoning process, are on hold pending a review of the site plan. R-1 conventional lot size requirements are expressed as minimums, with 7,200 square feet being the minimum for lot area, sixty feet (60') for lot width, and one-hundred-twenty feet (120') for lot depth.

Existing public water main, sanitary and storm sewers are available to serve the new development. The petitioner will need to provide the Engineering Department with drawings and details indicating the utility connections and the impacts to these existing systems prior to obtaining permits for the proposed development. Concerns regarding sanitary sewer capacity in the subject neighborhood will be addressed by the City implementing additional disconnects of footing drains in existing homes that are presently connected to the sanitary system. This will ensure that there is no net increase in the contributing flow to the sanitary system despite the additional homes. Funding for the footing-drain disconnect program will come from a dedicated increase in the connection (tap) fees paid by the developers and homebuilders paid at the time building permits are requested. City Council will be considering the fee increases as part of a proposed amendment to the Code of Ordinance scheduled for review on February 22nd. The goal of the program is to reduce flows throughout the City's sanitary system to lessen the chance of overflows, especially during heavy rain events which is when the footing drains contribute the most.

The subject site is surrounded by R-1 zoning. The submitted site plan shows thirty-two (32) conforming R-1 lots. The design includes a cul-de-sac extending south from Lyndon Avenue providing access to Lots 11 thru 32. Lots 8, 9 and 10, shown in the northeast corner of the site would have direct access from Lyndon Avenue. At the south end of the development, Lots 1 thru 7 would have frontage on Mason Avenue. Other features of the plan include a stormwater detention basin and a large private

open space park along the east side of the site. The right-of-way width of the proposed street is sixty feet (60') with a 120-foot diameter cul-de-sac.

The submitted plans include a fully detailed Landscape Planting Plan as prepared by Nagy Devlin Land Design. The plan shows one (1) tree per lot, as required by City Ordinance. Additionally, trees and shrubs are shown along the perimeter of the open space park and detention basin. Running parallel along the right-of-way of Lyndon on the two (2) corner lots at the main entrance to the subdivision, the plan shows evergreen shrubs and flowers. Presumably, these plantings will be a part of the subdivision entrance marker(s) and will be located on easements that will be maintained by the Association.

The following are excerpts from the submitted Master Deed and Bylaws pertaining to the size and type of homes proposed for Livonia Manor 3.

Section 7.6(a): Construction Materials. Each residence shall be finished with wood, masonry (brick or stone), or vinyl exterior with a minimum of 65% of the exterior shall be finished in brick or stone for multi-story residences and 80% of the exterior shall be finished in brick or stone for one story residences. Exposed chimneys shall have an exterior finish of brick or stone and on all other visible improvements shall be finished with wood, brick, stone, or vinyl. Roofs must be of shingle construction using fiberglass or asphalt shingles. Driveways may be of brick or cement. All exterior paints, stains, and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee on request.

Section 7.6(b): Size and Space Requirements. No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages, and basements (whether full basements, daylight basements, or walkout basements):

- One-story home (Ranch) – 1,300 square feet
- Multi-story home (Cape Cod or Colonial) – 1,500 square feet

Section 7.6(c): Improvements and Outbuildings. Each residence must be equipped with an attached front entry garage of not less than two stalls and outside parking for a minimum of two vehicles shall be provided on or along the driveway. One additional detached structure of a size as determined by the Review Committee will be permitted for storage or accessory garage space.

February 23, 2021 Regular Meeting:

One concern raised at the Study Meeting was the relationship in height of the new homes along the west side of the proposed cul-de-sac street to the height of the existing homes along the east side of Nola Avenue. The landscape plan clearly shows that the site grades, especially at the south end of the cul-de-sac, will be raised up to seven feet (7') above the existing ground elevation. In response, the Petitioner is lowering the grades as much as 3-½ feet and restricting the unit-types along the west side of the street to only ranch-style homes. A cross-section view is provided in the packet to show the changes. The restriction will be added to the building and use restrictions in the condominium master deed and bylaws.

Approving Resolution: That the request to develop a site condominium (Roma Court) on the property at 37855 Lyndon Avenue (former Webster Elementary School site) is hereby approved, subject to City Council approval and the following conditions:

1. That the Site Plan identified as Drawing No. CS-100 dated November 19, 2020, prepared by Angle Design & Engineering L.L.C., is hereby approved and shall be adhered to.
2. That the Landscape Plan identified as LP-1 and the Landscape Notes & Details identified as LP-2, both dated November 13, 2020, prepared by Nagy Devlin Land Design, are hereby approved and shall be adhered to.
3. That the condominium Master Deed and Bylaws comply with the requirements of the Subdivision Control Ordinance, Title 16, Chapter 16.04-16.40 of the Livonia Code of Ordinance, and Article XX, Section 20.01-20.06 of Zoning Ordinance #543.
4. That the Master Deed and Bylaws shall include language in the building and use restrictions that requires the homes along the west side of the cul-de-sac to be a maximum of one-story in height.
5. That the brick used in the construction of each condominium unit shall be full face four-inch (4") brick.
6. 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.
7. That only a conforming entrance marker is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.

MISCELLANEOUS

8. That the petitioner shall include language in the Master Deed and bylaws or a separate recordable instrument wherein the condominium association shall reimburse the City of Livonia for any maintenance or repair costs incurred for the storm water detention/retention and outlet facilities, and giving the City of Livonia the right to impose liens on each lot owner's property pro rata and place said charges on their real estate tax bills in the event said charges are not paid by the condominium association (or each lot owner) within thirty (30) days of billing for the City of Livonia.
9. 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
10. 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 Reasons: That the request to develop a site condominium (Roma Court) on the property at 37855 Lyndon Avenue (former Webster Elementary School site) is hereby denied for the following reasons:

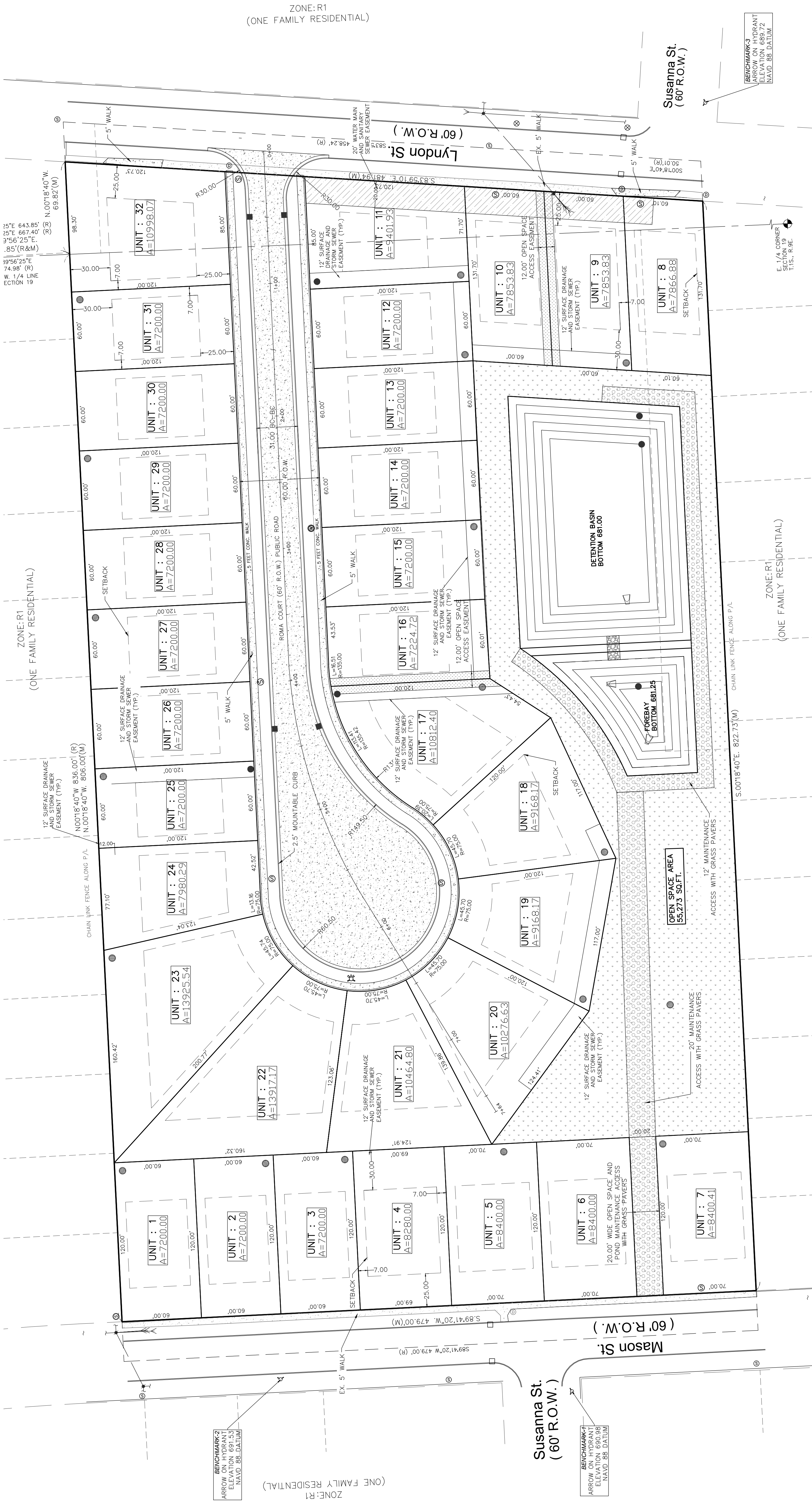
1. That the petitioner has failed to comply with all general standards and requirements as set forth in Sections 18.58 and 19.06 of the Zoning Ordinance.
2. That the layout and number of site condominiums proposed for the development would have a detrimental effect upon the adjacent properties.
3. That the proposal creates significant adverse impacts on adjoining parcels, public services, and community planning efforts, and
4. That the petitioner has failed to comply with all the concerns deemed necessary for the safety and welfare of the City and its residents.

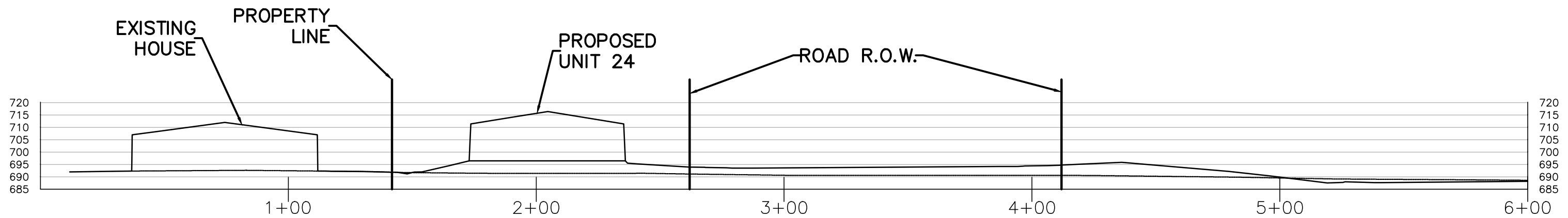
SITE PLAN

ROMA COURT CONDOMINIUM 37855 LYNDON STREET LIVONIA, MI 48154		Proj. No. 0732020 Scale: 1"=40' Drawn By: MH	Date: 07/13/2020 Drawing No.: CS-100
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 **NGL**
Design & Engineering, LLC

Civil Engineers
Construction Managers
6200 Schaefer Rd., Suite 100, Dearborn, Michigan, 48126
Phone: (313) 258-2036
Email: Fadi@angledesignllc.com





ELEVATION CROSS SECTION PROFILE

H: 1"=40'

V: 1"=40'

LANDSCAPE PLANTING NOTES:

PLANTING

- Installation of all plant material shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock* and with the specifications set forth by the City of Livonia, Michigan.
- The plant materials shall conform to the type stated on the plant list. Sizes shall be the minimum stated on the plant list or larger. All measurements shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock*.
- The plant material shall be nursery grown and inspected by the Owner's representative before planting. The Owner's representative reserves the right to reject any plant material at any time.
- Plants designated "B&B" shall be balled and burlapped with firm balls of earth.
- Dig shrub pits one foot (1') larger than the shrub rootball, tree pits three (3) times the width of the tree rootball and backfill with one (1) part topsoil and one (1) part soil from excavated pit. Plant trees and shrubs at the same grade level at which they were planted at the nursery. If wet, clay soils are evident, plant trees and shrubs slightly higher.
- The Contractor is responsible for planting the materials at the correct grades and spacing. The plants shall be oriented to give the best appearance.
- When the plant has been properly set, the pit shall be backfilled with the topsoil mixture, gradually filling, patting, and settling with water.
- Trees in lawn areas to have a four foot (4') circle of mulch, four inches (4") deep, and three inches (3") away from the trunk. Shrub beds are to be mulched with shredded bark mulch to a minimum depth of three inches (3"). Perennial beds are to be mulched with shredded bark mulch to a minimum depth of two inches (2"). Only natural color, finely shredded hardwood bark mulch will be accepted.
- Remove all twine, wire, and burlap from the top one third (1/3) of tree and shrub root balls and from tree trunks. Remove all non-biodegradable material such as plastic or nylon completely from branches and stems. All tree wrap, stakes, and guys are to be removed after one (1) winter season.
- All plant materials shall be pruned and injuries repaired. The amount of pruning shall be limited to the removal of dead or injured limbs and to compensate for the loss of roots from transplanting. Cuts should be flush, leaving no stubs. Cuts over three quarters of an inch (3/4") shall be painted with tree paint. Shrubs along the site perimeter shall be allowed to grow together in a natural form.
- Organic, friable topsoil shall be evenly distributed and fine graded over all areas to receive lawns at uniform depth of four inches (4") after settlement.
- All lawn areas shall be sodded with a Grade A Kentucky Blue Grass blend over the topsoil.
- All plantings shall be completed no later than November 30 in the fall season. The date of intended installation for landscape plant materials is approximately Fall, 2019.
- Backfill directly behind all curbs and along sidewalks and compact to the top of curbs or walk to support vehicle and pedestrian weight without settling.
- Conversion of all asphalt and gravel areas to landscape planting beds shall be done in the following manner: a. Remove all asphalt, gravel, and compacted earth to a depth of six inches to eighteen inches (6"-18") depending on the depth of the sub base and dispose of off site; b. Call the City for an inspection prior to backfilling; c. Replace excavated material with good, medium-textured planting soil (loam or light yellow clay loam) to a minimum of two inches (2") above the top of the curb and sidewalk, add four inches to six inches (4"-6") of topsoil and crown to a minimum of six inches (6") above the adjacent curb and walk after earth settling, unless otherwise noted on the landscape plan. If conversion from asphalt to landscape occurs in or between an existing landscape area(s), replace excavated material from four inches to six inches (4"-6") below adjacent existing grade with good, medium-textured planting soil (loam or light yellow clay loam) and add four inches to six inches (4"-6") of topsoil to meet existing grades after earth settling.

MATERIALS

- Required landscape material shall satisfy the criteria of the American Association of Nurserymen Standards for Nursery Stock and be: a.) Northern nursery grown; b.) State Department of Agriculture inspected; c.) No. 1 grade material with a straight, unscarred trunk, and well-developed uniform crown (park grade trees will not be accepted); d.) Staked, wrapped, watered, and mulched according to the details provided; and e.) Guaranteed for one (1) year.
- Topsoil shall be friable, fertile soil of clayloam character containing at least five percent (5%) but not more than twenty percent (20%) by weight of organic matter with a pH range between 6.0 and 7.0. The topsoil shall be free from clay lumps, coarse sand, plant roots, sticks, and other foreign materials.
- The seed mixture for the lawn areas in the street rights-of-way shall consist of a Kentucky Blue Grass blend and mulched with clean straw free of noxious weed seeds. Maintenance of the right-of-way lawn area shall consist of a regular cuttings as needed. Weed content of the seed mixture shall not exceed one percent (1%). The mix shall be applied at a rate of 200 pounds per acre.
- Sod, if specified, shall be two (2) year old "Baron/Sheri/Adelphi" Kentucky Blue Grass blend grown in a sod nursery on loam soil.
- Proposed perennials shall be full, well-rooted plants.

GENERAL

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

MAINTENANCE

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

SEED MIX COMPOSITIONS

WETLAND SEED MIX

MICHIGAN WILDFLOWER FARM

A composition of wildflowers, sedges, and grasses.
Application rate: 3 oz. per 1000 sq. ft. or
7 lbs. per acre

BOTANICAL NAME	COMMON NAME
Wildflowers	
<i>Asclepias incarnata</i>	Swamp Milkweed
<i>Aster novae-anglae</i>	New England Aster
<i>Aster puniceus</i>	Swamp Aster
<i>Aster umbellatus</i>	Flat-Top Aster
<i>Eupatorium maculatum</i>	Joe-Pye Weed
<i>Eupatorium perfoliatum</i>	Boneset
<i>Euthamia graminifolia</i>	Grassleaved Goldenrod
<i>Liatris spicata</i>	Marsh Blazing Star
<i>Pedicularis lanceolata</i>	Swamp Betony
<i>Rudbeckia subtomentosa</i>	Black-Eyed Susan
<i>Silphium serfoliatum</i>	Cupplant
<i>Silphium terebinthinaceum</i>	Prairie Dock
<i>Solidago patula</i>	Swamp Goldenrod
<i>Solidago riddellii</i>	Ridell's Goldenrod
<i>Verbena hastata</i>	Blue Vervain
<i>Vernonia missurica</i>	Ironweed
<i>Veronicastrum virginicum</i>	Culver's Root
Sedges/Grasses	
<i>Andropogon scoparius</i>	Little Bluestem
<i>Carex crinita</i>	Fringed Sedge
<i>Carex stricta</i>	Tussock Sedge
<i>Scirpus cyperinus</i>	Wool Grass



CUSTOM SHORT GRASS SEED MIX

Fifty percent (50%) Forbs/Fifty percent (50%) Grass.
Application rate: 5 oz. per 1000 sq. ft.
or 10 lbs. per acre

BOTANICAL NAME	COMMON NAME
Wildflowers	
<i>Achillea millefolium</i>	Yarrow
<i>Aquilegia canadensis</i>	Wild Columbine
<i>Asclepias tuberosa</i>	Butterflyweed
<i>Aster laevis</i>	Smooth Aster
<i>Coreopsis lanceolata</i>	Sand Tickseed
<i>Echinacea purpurea</i>	Purple Coneflower
<i>Kuhnia eupatoroides</i>	False Boneset
<i>Monarda fistulosa</i>	Bergamot
<i>Penstemon digitalis</i>	Fokglove Beardstongue
<i>Rudbeckia hirta</i>	Black-Eyed Susan
<i>Solidago speciosa</i>	Showy Goldenrod
Sedges/Grasses	
<i>Schzachyrium scoparius</i>	Little Bluestem
<i>Bouteloua curtipendula</i>	Side Oats Grama
<i>Koeleria pyramidata</i>	June Grass*
<i>Sporobolus heterolepis</i>	Prairie Dropseed*

* Supplier to add these species to the mix.

CUSTOM SHORT GRASS SEED MIX

MICHIGAN WILDFLOWER FARM
11770 Cutler Road
Portland, Michigan 48875-9452
Phone: (517) 647 6010
Fax: (517) 647 6072

DETENTION POND LANDSCAPE DEVELOPMENT NOTES:

PLANTING:

- Follow the Supplier's recommended procedures for bed preparation, installation, and soil erosion control measures of the proposed seeded areas. After the plants germinate and begin to grow follow the maintenance guidelines included on this sheet.
- Rototill four inches (4") of compost or topsoil into the top six inches (6") of the surface of the basin. (Compost may be obtained from the municipal facility at Six Mile and Ridge Roads. Call Onyx Environmental at 248 305-8377 or 248 349-7230 for hours of operation and general information.)
- Provide a cover crop of annual rye at a rate of ten pounds (10#) per acre and seed oats at a rate of thirty pounds (30#) per acre over the entire area to be seeded.

MAINTENANCE OF THE DETENTION AREA

- ESTABLISHMENT: During the first growing season, the native seed areas should be mowed two (2) to four (4) times to a height of four inches to six inches (4"-6") when the plants reach a height of ten inches to twelve inches (10"-12"). Hand pulling may be needed to control unwanted weed populations. If a mower cannot be set high enough, a string trimmer can be used. During the second growing season, the native seed areas should be mowed a few times to a height of about eight inches (8"), when the plants reach a height of ten inches to eighteen inches (10"-18"). Hand pulling may be needed to control unwanted weed populations. By the second growing season it should be apparent if some areas need reseeding. Long term management includes mowing and hand pulling of weeds. The native planting may be mowed to a short height and the clippings removed in the early Spring before birds begin nesting.
- WATERING: Watering should be performed as needed. During the establishment period after the initial planting, watering is very important and should be conducted every two to three (2-3) days. The initial planting should be checked regularly for appropriate moisture availability. Two (2) methods for determining adequate moisture levels include the following: a.) if the plants wilt during the day when the temperature is at its highest, but revive during the night, then watering is not necessary, and b.) by testing the soil moisture at a depth of four inches (4") by inserting a small rod into the soil. If the rod is wet, then the soil is moist at a depth of four inches (4") and watering is not necessary.
- EROSION CONTROL: Provide an erosion control blanket on the side slopes of the seeded areas detention area. The erosion control blanket shall be pegged in place.
- EDGING: The edge of the detention area should be maintained to avoid grass growing into the detention area. The edge can be maintained with a V-notch cut edge. The channel should be maintained at four inches (4") or greater and renewed every six to eight (6-8) weeks.
- CUTTING BACK: Tall wildflowers should be cut back by one-third. Early flowering plants can be cut back in late June or early July and late flowering plants in late October.
- THINNING: After the detention area has become established and thriving, it may be necessary to thin perennials by dividing individual plants in Spring or Fall.
- REPLACEMENT: Any plants that die or become diseased should be replaced. Plant health should be checked regularly with replanted material occurring in the Spring or Fall.
- REMOVAL OF LITTER AND DEBRIS: Litter, trash, and debris should be removed on a regular basis to insure that inlets remain free flowing and to keep the area in a neat and attractive appearance.
- INORGANIC APPLICATIONS: In general, detention areas do not need fertilization as nutrients from surrounding areas is usually at an elevated level. If soil fertility appears to be an issue, the soil should be tested and appropriate actions taken based on the results. Insecticides, herbicides, fungicides, and rodenticides should not be used in the detention area. If a plant is diseased or infested with insects, it should simply be removed and replaced.

NOTES:

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

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

NOTES:

- * STAKE ALL EVERGREEN TREES UNDER TWELVE FEET (12') HIGH. GUY ALL EVERGREEN TREES TWELVE FEET (12') HIGH AND OVER.
- * CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.
- * NEVER CUT CENTRAL LEADER. PRUNE ONLY TO REMOVE DEAD OR BROKEN BRANCHES.
- * SET STAKES VERTICAL AND EVENLY SPACED.
- * REMOVE ALL TAGS, STRING, PLASTICS, AND OTHER MATERIALS THAT ARE UNSIGHTLY OR COULD CAUSE GIRDLING.

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

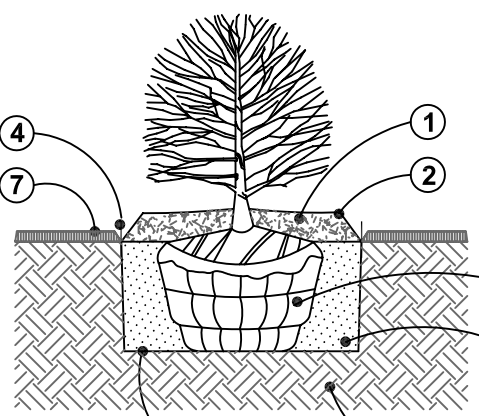
GENERAL NOTES FOR ALL PLANTINGS:

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

NOTE:

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

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

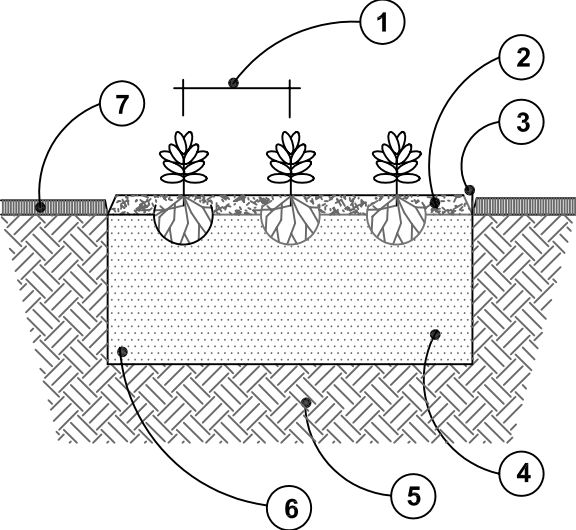


SHRUB

NOTE:

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

- 1 SEE PLANT LIST FOR SPACING DISTANCE.
- 2 SHREDDED HARDWOOD BARK OF A NATURAL COLOR MULCH AT FOUR INCH (4") MINIMUM DEPTH.
- 3 3/16" x 4" ALUMINUM EDGING (OR APPROVED EQUIVALENT) OR SPADED EDGE.
- 4 EXCAVATE PLANTING BED AND BACKFILL WITH PREPARED PLANTING MIX AT A SIX INCH (6") DEPTH.
- 5 UNDISTURBED SUBGRADE.
- 6 PLANTING MIX TO CONSIST OF EQUAL PARTS OF SAND, LEAF COMPOST, AND NATIVE SOIL.
- 7 LAWN.



ANNUAL / PERENNIAL / GROUNDCOVER

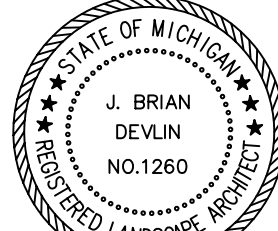
DECIDUOUS TREE

PLANTING DETAILS

EVERGREEN TREE

LANDSCAPE PLAN FOR:
Mr. Leo Soave
20592 Chestnut Circle
Livonia, Michigan 48152
(586) 219-7880

PROJECT LOCATION:
Roma Court
Condominiums
Lyndon Street
West of Newburg Road
Livonia, Michigan



LANDSCAPE PLAN BY:
Nagy Devlin Land Design
31736 West Chicago Ave.
Livonia, Michigan 48150
(734) 634-9208
R.L.A. State of Michigan #1260

AUTOCAD SIGNATURE
ORIGINAL IN BLUE

LP - 2: LANDSCAPE NOTES & DETAILS











DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
CITY ENGINEER

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

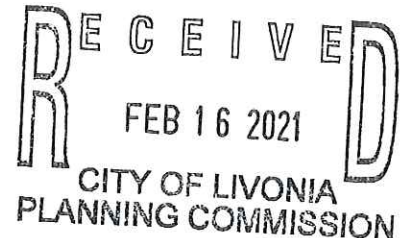


MAUREEN MILLER BROSNAN
MAYOR

DONALD R ROHRAFF
DIRECTOR OF PUBLIC WORKS

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

February 16, 2021



Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2020-11-08-06 – Roma Court Site Condominium

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed project at this time. The property is assigned the address of **#37855 Lyndon Avenue**. The legal description included on the plans submitted by the owner appears to be correct, and should be used to describe the parcel.

The proposed development is currently serviced by public water main, storm and sanitary sewers, and the submitted drawings indicate that new utility connections will be constructed to service the proposed parcel layout. Easements will need to be provided for the new water and sanitary sewers, as well as portions of the storm sewer that are to be maintained by the City. At this time, Exhibit "B" drawings have not been provided to show proposed easements, so we cannot determine if they proposed easements are correct.

The proposed construction will be required to meet the Wayne County Stormwater Ordinance, including detention requirements. Detention is shown on the preliminary plans, but no calculations are given. A full review of the proposed development will be completed when plans are submitted for permitting.

It should be noted that the area of the proposed development has experienced issues with sanitary sewer backups during heavy storm situations in the past. Since that time, the City has been trying to mitigate flow issues by removing existing house footing drain connections from the sewers to free up capacity.

To: Mr. Scott Miller
Re: Petition 2020-11-08-06 – Roma Court Site Condominium

February 16, 2021
Page 2

Per revised ordinances, the Developer will be required to contribute towards funding future projects, further reducing the existing flows in the sewer system. With the projects that have been completed to date (and future projects to reduce flows) there should not be any adverse affects to the existing sewer systems.

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: 2021 Petition File

DEPARTMENT OF PUBLIC SAFETY
LIVONIA FIRE & RESCUE

DAVE HEAVENER
FIRE CHIEF



MAUREEN MILLER BROSNAN
MAYOR

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

DATE: January 29, 2021
TO: Scott O. Miller, Planner IV
FROM: Livonia Fire Prevention Division
SUBJECT: Petition 2020-11-08-06 - Roma Court Site Condominium

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

We have no objections to this proposal with the following stipulations:

Using the city of Livonia Department of Public Works, Engineering Division, Site Plan Design Standards (Pg. 11 of 32) as a guide, fire hydrant spacing for multiple single-family home sites must at a maximum, be spaced every 500 feet.

The distance from the entry of the site condominiums to the proposed hydrant location (as indicated on the site plan) exceeds this distance. The Livonia Fire Department, Fire Inspection Division will be requiring an additional fire hydrant be located near the entry to the proposed site.

Sincerely,

Greg Thomas

Greg Thomas
Fire Marshal

file
CURTIS CAID
CHIEF OF POLICE

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE



MAUREEN MILLER BROSNAN
MAYOR

15050 FARMINGTON ROAD
LIVONIA, MICHIGAN 48154-5499
(734) 466-2470
FAX: (734) 261-2265

January 28, 2021

RECEIVED
FEB 01 2021
CITY OF LIVONIA
PLANNING COMMISSION

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

Re: Petition 2020-11-08-06 - Roma Court Site Condominium

Dear Mr. Miller,

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

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

Sincerely,

FOR THE CHIEF OF POLICE

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

INSPECTION DEPARTMENT

BUILDING
HEATING
PLUMBING
ELECTRICAL
ZONING
SANITATION
ENVIRONMENTAL PROTECTION
ORDINANCE ENFORCEMENT



MAUREEN BROSNAN
MAYOR

JEROME A. HANNA
DIRECTOR

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2580
FAX: (734) 466-2095

Date: February 18, 2021

To: Scott O. Miller

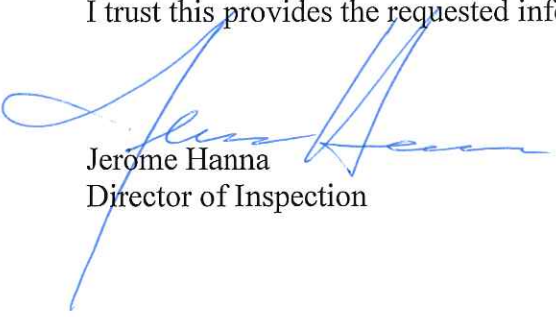
From: Jerome Hanna

RE: Petition 2020-11-08-06 – Roma Court Site Condominium 37855 Lyndon Avenue

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
Director of Inspection

DEPARTMENT OF FINANCE

Michael T. Slater
DIRECTOR OF FINANCE

Connie Kumpula
CHIEF ACCOUNTANT



MAUREEN MILLER BROSNAN
MAYOR

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

February 3, 2021

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

Petition 2020-11-08-06 – 37855 Lyndon Ave. – Roma Court Site Condominium

Dear Mr. Miller,

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

Please contact me if you have any further questions.

Very truly yours,

Connie Kumpula
Chief Accountant

CK: jw

OFFICE OF THE TREASURER

LYNDA L. SCHEEL
CITY TREASURER



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

February 3, 2021

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

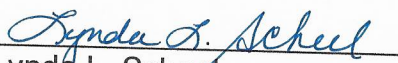
Re: Petition 2020-11-08-06

37855 Lyndon Ave
Roma Court – Site Condominium

Dear Mr. Miller,

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

Sincerely,


Lynda L. Scheel
Treasurer, City of Livonia

OTHER ITEMS RELATED TO THE PETITION

MASTER DEED OF ROMA COURT CONDOMINIUM
(Pursuant to the Condominium Act, PA 59 of 1978 as amended;
MCL 559.101 et seq.)

Wayne County Condominium Subdivision Plan No. _____containing:

1. Master Deed establishing Roma Court Condominium;
2. Exhibit A to Master Deed: Condominium Bylaws; and
3. Exhibit B to Master Deed: Condominium Subdivision Plan.

The above-mentioned exhibits are incorporated into and made a part of this Master Deed.

This document is exempt from transfer tax under MCL 207.505(a) and MCL 207.526(t).

This document is drafted by and after recording return to:

Crosswinds Court Subdivision, Inc.
Leo Soave
37771 Seven Mile Road, Suite C
Livonia, Michigan 48152

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SECTION 11. ASSIGNMENT OF DEVELOPER RIGHTS

Exhibit A—Condominium Bylaws of Roma Court Condominium

Exhibit B—Condominium Subdivision Plan for Roma Court Condominium

MASTER DEED of ROMA COURT CONDOMINIUM

This Master Deed is signed and delivered on November 13, 2020, by CROSSWINDS COURT SUBDIVISION, INC, a Michigan corporation, 37771 Seven Mile Road, Suite C, Livonia, Michigan 48152 (Developer), on the terms and conditions set forth below.

Section 1. ESTABLISHMENT OF CONDOMINIUM

1.1 Project. Developer is engaged in the development of a 33 Unit site condominium project known as Roma Court Condominium (the Project), in the City of Livonia, Wayne County, Michigan, on a parcel of land as described in Section 2 below.

1.2 Establishment of Condominium. Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B to establish the real property described in Section 2 below (the Property), together with the improvements located and to be located on the Property, as a condominium project (the Condominium) under the provisions of the Michigan Condominium Act (the Act). Developer declares that on the recording of this Master Deed, the Condominium shall be a Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations in this Master Deed, all of which shall be deemed to run with the land and to be a burden on and a benefit to Developer; its successors and

assigns; any persons who may acquire or own an interest in the Condominium; and their grantees, successors, heirs, personal representatives, administrators, and assigns.

1.3 Project Description. The Project is a residential site condominium. The Condominium units that may be developed in the Project, including the number, boundaries, dimensions, and area of each unit (Unit), are shown on the Condominium Subdivision Plan set forth in Exhibit B hereof. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a public road.

1.4 Owner Rights. Each owner of a Unit (Owner) in the Project shall have an exclusive property right to Owner's Unit and to the limited common elements that are appurtenant to Owner's Unit and shall have an undivided right to share with other Owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

Section 2. LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property. The land that is being submitted to Condominium ownership in accordance with the provisions of the Act is legally described as follows:

Land in the City of Livonia, Wayne County, MI, described as follows: Part of the Southeast 1/4 of Section 19, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, described as follows: Beginning at a point on the East and West 1/4 line of Section 19, Town 1 South, Range 9 East, distant South 89 degrees 56 minutes 25 seconds East 643.85 feet from the Center Corner of said Section, and proceeding thence along said 1/4 line South 89 degrees 56 minutes 25 seconds East 431.13 feet; thence South 0 degrees 14 minutes 30 seconds East 393.68 feet; thence South 89 degrees 46 minutes 20 seconds East 48.36 feet; thence South 0 degrees 18 minutes 40 seconds East 439.08 feet; thence along the center line of future Mason Avenue, 60 feet wide, South 89 degrees 41 minutes 20 seconds West 479.00 feet; thence North 0 degrees 18 minutes 40 seconds West 836.00 feet to the point of beginning, except the South 30 feet thereof. And Part of the Southeast 1/4 of Section 19, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan described as follows: Beginning at a point on the East and West 1/4 line of Section 19, Town 1 South, Range 9 East, distant South 89 degrees 56 minutes 25 seconds East 1074.98 feet from the Center Corner of said Section, and proceeding thence along said 1/4 line South 89 degrees 56 minutes 25 seconds East 47.88 feet; thence South 0 degrees 18 minutes 40 seconds East 393.82 feet; thence North 89 degrees 45 minutes 20 seconds West 48.38 feet; thence North 0 degrees 14 minutes 30 seconds West 393.68 feet to the point of beginning. And Part of the Northeast 1/4 of Section 19, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, described as follows: Beginning at a point on the East and West 1/4 line of Section 19, Town 1 South, Range 9 East, distant South 89 degrees 56 minutes 25 seconds East 643.85 feet from the Center Corner of said Section, and proceeding thence North 0 degrees 18 minutes 40 seconds West 100.00 feet; thence along the center line of future Lyndon Avenue, 60 feet wide, South 83 degrees 59 minutes 10 seconds East 23.89 feet; thence South 00 degrees 18 minutes 40 seconds East 97.34 feet; thence along said East

and West 1/4 line North 89 degrees 56 minutes 25 seconds West 23.55 feet to the point of beginning, except the North 30 feet thereof. And Part of the Northeast 1/4 line of Section 19, Town 1 South, Range 9 East, beginning at a point on the East and West 1/4 line of Section 19, Town 1 South, Range 9 East, distant South 89 degrees 56 minutes 25 seconds East 667.40 feet from the Center Corner of said Section; and proceeding thence North 0 degrees 18 minutes 40 seconds West 97.54 feet; thence along the center line of future Lyndon Avenue, 60 feet wide, South 83 degrees 59 minutes 10 seconds East 458.24 feet; thence South 0 degrees 18 minutes 40 seconds East 50.01 feet; thence along said East and West 1/4 line North 89 degrees 56 minutes 25 seconds West 455.46 feet to the point of beginning, except the North 30 feet thereof.

Sidwell No: 46-073-99-0007-000

2.2 Beneficial Easements. Easements are created and conveyed in this Master Deed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility, and other easements described or shown on Exhibit B.

Section 3. DEFINITIONS

3.1 Definitions. Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the Project such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws, and Rules and Regulations of Roma Court Condominium Association, a Michigan nonprofit corporation, and various deeds, mortgages, land contracts, easements, and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

- a. *Act or Condominium Act* means the Michigan Condominium Act, PA 59 of 1978; MCL 559.101 et seq.
- b. *Association or Association of Owners* means Roma Court Condominium Association, the Michigan nonprofit corporation of which all Owners shall be members, which shall administer, operate, manage, and maintain the Project.
- c. *Association Bylaws* means the corporate bylaws of the Association organized to manage, maintain, and administer the Project.
- d. *Common Elements* means the portions of the Project other than the Condominium Units, including all general and limited common elements described in Section 4 of this Master Deed.
- e. *Condominium Bylaws* means Exhibit A to this Master Deed, which are the bylaws that describe the substantive rights and obligations of the Owners.

f. *Condominium Documents* means this Master Deed with its Exhibits, the Articles of Incorporation and Bylaws of the Association, the Rules and Regulations adopted by the board of directors of the Association, and any other document that affects the rights and obligations of an Owner in the Condominium.

g. *Condominium Property* or *Property* means the land referenced in Section 2, as that may be amended, together with all structures, improvements, easements, rights, and appurtenances on or belonging to the Condominium Property.

h. *Condominium Subdivision Plan* or *Subdivision Plan* means Exhibit B to this Master Deed, which are the survey and other drawings depicting the real property and improvements to be included in the Project.

i. *Condominium Unit* or *Unit* means the portion of the Project that is designed and intended for separate ownership and use, as described in this Master Deed.

j. *Owner* means the person, firm, corporation, partnership, association, trust, other legal entity, or combination of entities that owns a Condominium Unit in the Project, including both the vendees and vendors of any land contract of purchase.

k. *Developer* means Crosswinds Court Subdivision, Inc., a Michigan corporation, which has signed, delivered, and recorded this Master Deed, and its successors and assigns.

l. *Development and Sales Period* means the period continuing for as long as Developer or its successors continue to own and offer for sale any Unit in the Project, excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.

m. *General Common Elements* means the Common Elements described in Section 4.1, which are for the use and enjoyment of all Owners in the Project.

n. *Limited Common Elements* means the Common Elements described in Section 4.2, which are reserved for the exclusive use of the Owners of a specified Unit or Units.

o. *Master Deed* means this document, together with the exhibits attached to it and all amendments that may be adopted in the future, by which the Project is being submitted to condominium ownership.

p. *Percentage of Value* means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner's vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.

q. *Project or Condominium* means Roma Court Condominium, a residential site condominium development of Thirty-three (33) Units established under the provisions of the Act.

r. *Transitional Control Date* means the date on which a board of directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Owners unaffiliated with Developer exceed the votes that Developer may cast.

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include both genders where the reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where the reference is appropriate.

Section 4. COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are the following:

a. **Real Estate.** The Property referenced in Section 2 of this Master Deed (except for that portion of the Property described in Section 5.1 constituting a part of a Unit and any portion of the Property designated in Exhibit B as a Limited Common Element), including easement interests appurtenant to the Condominium, including but not limited to easements for ingress, egress, and utility installation over, across, and through non-Condominium property or individual Units in the Project;

b. **Improvements.** The non-public roadways; the common sidewalks (if any); and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit (all structures and improvements located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements);

c. **Electrical.** The electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit's boundaries;

d. **Gas.** The natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

e. **Water.** The underground sprinkling system for the Common Elements, if any, and the water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

f. **Sanitary Sewer.** The sanitary sewer system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

g. **Storm Drainage.** The storm drainage and water retention system throughout the Project;

h. **Telephone.** The telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

i. **Telecommunications.** The cable television and other telecommunications systems installed throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

j. **Project Entrance Improvements.** Any entry signage and other improvements located at or near the entrance to the Project;

k. **Delivery Boxes.** The mail and delivery boxes that are to be located on the General Common Elements to serve and be utilized by the Unit Owners; and

l. **Miscellaneous Common Elements.** All other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep, or safety of the Project.

Some or all of the utility lines, equipment, and systems (including mains and service leads) and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility or telecommunication lines, equipment, and systems shall be General Common Elements only to the extent of the Owners' interest in them, and Developer makes no warranty with respect to the nature or extent of that interest.

4.2 Limited Common Elements. The Limited Common Elements are

a. **Utility Service Lines.** The pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television and other utility or telecommunication services, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;

b. **Subterranean Land.** The subterranean land located within Unit boundaries, from and below a depth of 20 feet as shown on Exhibit B, including all utility and supporting lines located on or beneath that land;

c. **Subsurface Improvements.** The portion of any footing or foundation extending more than 20 feet below surrounding grade level;

d. **Yard Areas.** The portion of any yard area designated as a Limited Common Element on the Condominium Subdivision Plan in Exhibit B, which is limited in use to the Unit of which it is a part;

e. **Driveways and Walkways.** The portion of any driveway and walkway, if any, exclusively serving the residence constructed within a Unit, located between the Unit and the paved roadway; and

f. **Miscellaneous.** Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by Developer or the Association.

If no specific assignment of one or more of the Limited Common Elements described in this section has been made in the Subdivision Plan, Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment to this Master Deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair, and replacement of the Common Elements will be as follows:

a. **Limited Common Elements.** Each Owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair, and replacement of all Limited Common Elements appurtenant to the Owner's Unit.

b. **Unit Improvements and Other Owner Responsibilities.** Unless otherwise stated in this Master Deed, Unit Owners shall be responsible for the maintenance, repair, and replacement of all structures and improvements and the maintenance and mowing of all yard areas situated within the boundaries of a Unit. Unit Owners shall also be responsible for snow removal of that portion of the General Common Element sidewalk (if any) crossing the Unit. If an Owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements that increase the costs of maintenance, repair, or replacement for which the Association is responsible, those increased costs or expenses may, at the option of the Association, be specially assessed against the Unit.

c. **Association Oversight.** The exterior appearance of all structures, improvements, and yard areas (to the extent visible from any other Unit or from a Common Element) shall be subject at all times to the approval of the Association and to any reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. The Association may not disapprove the appearance of an

improvement so long as it is maintained as constructed by Developer or constructed with Developer's approval.

d. Other Common Elements. The cost of cleaning, decoration, maintenance, repair, replacement, and snow removal of all Common Elements, open spaces, appurtenant structures, other than that described above, shall be the responsibility of the Association, except for the repair or replacement of a Common Element due to an act or the neglect of an Owner or an Owner's agent, invitee, family member, or pet.

e. Maintenance by the Association. If an Owner fails, as required by this Master Deed, the By-laws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace, or otherwise maintain the Owner's Unit, any structure or improvement located within the Unit, or any appurtenant Limited Common Element, the Association (or Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake periodic exterior maintenance functions with respect to improvements constructed or installed within any Unit boundary as it deems appropriate (including, without limitation, painting or other decoration, lawn mowing, snow removal, tree trimming, and replacement of shrubbery and other plantings). The Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.

f. Assessment of Costs. All costs incurred by the Association or Developer in performing any maintenance functions that are the primary responsibility of an Owner shall be charged to the affected Owner or Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Owner's Unit for any such charges, as with regular assessments, and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of assessments, including, without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

4.4 Assignment of Limited Common Elements. A Limited Common Element may be assigned or reassigned by written application to the board of directors of the Association by all Owners whose interest will be affected by the assignment. On receipt and approval of an application, the board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved and shall deliver the amendment to the Owners of the Units affected on payment by them of all reasonable costs for the preparation and recording of the amendment.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract, or other document of conveyance or encumbrance, all Owners, mortgagees, and other interested parties are deemed to have appointed Developer (during the Development and Sales

Period) or the Association (after the Development and Sales Period has expired) as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, Developer or the Association will have full power and authority to grant easements over, to sever or lease mineral interests in, and to convey title to the land or improvements constituting the General Common Elements or any part of them; to dedicate as public streets any parts of the General Common Elements; to amend the Condominium Documents to assign or reassign the Limited Common Elements; and in general to sign and deliver all documents and to do all things necessary or convenient to exercise such powers.

4.6 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project or in any other way that might interfere with or impair the rights of other Owners in the use and enjoyment of their Units or their appurtenant Common Elements.

Section 5. UNITS

5.1 Description of Units. The Condominium consists of 33 Units numbered 1 through 33 inclusive. A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each Unit shall include all the space within the Unit boundaries and above to a depth of 20 feet below and a height of 50 feet above the surface as shown on Exhibit B, together with all appurtenances to the Unit.

5.2 Percentage of Value. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to every other Unit. The determination that Percentages of Value for all Units should be equal was made after reviewing the comparative characteristics of each Unit, including those that may affect maintenance costs, and concluding that the Units should each have an equal Percentage of Value. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by section 10, expressed in an Amendment to this Master Deed and recorded in the register of deeds office in the county where the Project is located.

5.3 Unit Modification. The number, size, style, boundary, or location of a Unit or of any Limited Common Element appurtenant to a Unit may be modified from time to time by Developer or its successors without the consent of any Owner, mortgagee (except as provided in the Act), or other interested person, so long as the modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attribute of any Unit that adjoins or is proximate to the modified Unit or Limited Common Element. However, no Unit that has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Owner or Purchaser

and the mortgagee of the Unit. Developer may also, in connection with any modification, readjust Percentages of Value for all Units in a manner that gives reasonable recognition to the changes based on the method of original determination of Percentages of Value for the Project. All Owners, mortgagees of Units, and other persons interested or to become interested in the Project from time to time shall be deemed to have granted a Power of Attorney to Developer and its successors for any purpose that is similar in nature and effect to that described in Section 4.5 of this Master Deed.

Section 6. EXPANDABILITY OF THE CONDOMINIUM

The Condominium is not an expandable project under the Michigan Condominium Act.

Section 7. CONTRACTIBILITY OF CONDOMINIUM

7.1 Withdrawal of Land. The number of Units in the Project may, at Developer's option, from time to time within a period ending not later than six years after the recording of this Master Deed be decreased by the withdrawal of all or any portion of the lands described in Section 2.1. However, no Unit that has been sold or is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Owner or purchaser and the mortgagee of the Unit. Developer may also, in connection with any contraction, readjust the Percentages of Value for Units in the Project in a manner that gives reasonable recognition to the number of remaining Units, based on the method of original determination of the Percentages of Value. Other than as provided in this Section 7, there are no restrictions or limitations on Developer's right to withdraw lands from the Project or on the portion or portions of land that may be withdrawn, the time or order of the withdrawals, or the number of Units or Common Elements that may be withdrawn. However, the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to the Units.

7.2 Contraction Not Mandatory. There is no obligation on the part of Developer to contract the Project, nor is there any obligation to withdraw portions of the Project in any particular order or to construct particular improvements on any withdrawn lands. Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will not be detrimental to the adjoining condominium project.

7.3 Amendments to the Master Deed. A withdrawal of lands from this Project by Developer will be given effect by appropriate amendments to the Master Deed, which will not require the consent or approval of any Owner, mortgagee, or other interested person. Amendments will be prepared by and at the sole discretion of Developer and may adjust the Percentages of Value assigned by Section 5.2 to preserve a total value of 100 percent for the entire Project resulting from any amendment.

7.4 Additional Provisions. Any amendments to the Master Deed made by Developer to contract the Condominium may also contain provisions as Developer determines are necessary or desirable (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

Section 8. CONVERTIBLE AREAS

The Condominium does not have any convertible areas.

Section 9. EASEMENTS

9.1 Easements for Maintenance and Repair. If any portion of a Unit or Common Element encroaches on another Unit or Common Element due to the shifting, settling, or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (or Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through, and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance, and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at reasonable times for the installation, repair, or maintenance of those services; and any costs incurred in the opening or repairing of any Common Element or other improvement to install, repair, or maintain common utility services to the Project shall be an expense of administration assessed against all Owners in accordance with the Condominium Bylaws.

- a. Landscape Easement.** Throughout the Condominium Project exists a 12' landscape easement in favor of the Association for the preservation of landscape barrier between the Project and adjacent property owners.
- b. Ingress/Egress Easement.** The roadways that service the Condominium Project are private at the time of recording this Master Deed and an easement for ingress and egress exists to provide access to and from a public roadway. This nonexclusive easement is for the benefit of the Condominium Project and in favor of the public.

9.2 Easements Reserved by Developer. Developer reserves nonexclusive easements for the benefit of itself and its successors and assigns, which may be used at any time or times,

a. to use, improve, or extend all roadways, drives, and walkways in the Project for the purpose of ingress and egress to and from any Unit or real property owned by it and to and from all or any portion of the land described in Section 6 and

b. to use, tap, tie into, extend, or enlarge all utility lines and mains, public and private, located on the land described in Section 2

for the benefit of real property in which Developer owns an interest that adjoins the Project. The easements described in this section are subject to payment by the owners of the benefited property of a reasonable share of the cost of maintenance and repair of the improvements constructed on the easements.

Section 10. AMENDMENT, TERMINATION, AND WITHDRAWAL

10.1 Preconveyance Amendments. If there is no Owner other than Developer, Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the register of deeds office in the county where the Project is located.

10.2 Postconveyance Amendments. If there is an Owner other than Developer, the recordable or recorded Condominium Documents may be amended for a proper purpose as follows:

a. **Nonmaterial Changes.** An amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited to, (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments to facilitate conventional mortgage loan financing for existing or prospective Owners and enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the federal government or the State of Michigan.

b. **Material Changes.** An amendment may be made even if it will materially alter or change the rights of the Owners with the consent of not less than two-thirds of the Owners and, to the extent required by law, mortgagees. However, an Owner's Unit dimensions or Limited Common Elements may not be modified without that Owner's consent, nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes be modified without the consent of each affected Owner and mortgagee. Rights reserved by Developer, including without limitation rights to amend for purposes of contraction or modification of units, shall not be amended without the written consent of Developer so long as Developer or its successors continue to own and to offer for sale any Unit in the Project.

c. **Compliance with Law.** Amendments may be made by Developer without the consent of Owners and mortgagees, even if the amendment will materially alter or change the rights of Owners and mortgagees, to achieve compliance with the Act, administrative rules, or orders adopted by the courts pursuant to the Act or with other federal, state, or local laws, ordinances, or regulations affecting the Project.

d. **Reserved Developer Rights.** Developer may also unilaterally make a material amendment without the consent of any Owner or mortgagee for the specific purposes reserved by Developer in this Master Deed. During the Development and Sales Period, this Master Deed and Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of Developer or its successors or assigns.

e. **Costs of Amendments.** A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based on a vote of the Owners, the costs of which are expenses of administration. The Owners shall be notified of proposed amendments under this section not less than 10 days before the amendment is recorded.

10.3 Project Termination. If there is an Owner other than Developer, the Project may be terminated only with consent of Developer and not less than 80 percent of the Owners and mortgagees, in the following manner:

a. **Termination Agreement.** Agreement of the required number of Owners and mortgagees to termination of the Project shall be evidenced by the Owners' execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the register of deeds office in the county where the Project is located.

b. **Real Property Ownership.** On recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the Owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Owner and their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their Condominium Unit.

c. **Association Assets.** On recordation of a document terminating the Project, any rights the Owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

d. **Notice to Interested Parties.** Notification of termination by first-class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who have deposited funds.

10.4 Withdrawal of Property. Notwithstanding anything in this Master Deed to the contrary, if Developer has not completed development and construction of Units or Improvements in the Project that are identified as “need not be built” during a period ending 10 years after the date of commencement of construction by Developer of the Project, Developer has the right to withdraw from the Project all undeveloped portions of the Project not identified as “must be built” without the prior consent of any Owners, mortgagees of Units in the Project, or any other person having an interest in the Project. If this Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of Units or Common Elements in the Project, the time period is the greater of (a) the 10-year period set forth above or (b) 6 years after the date Developer exercised its rights with respect to either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements. If Developer does not withdraw the undeveloped portions of the Project from the Project before the time periods expire, those undeveloped lands shall remain part of the Project as General Common Elements, and all rights to construct Units on that land shall cease.

Section 11. ASSIGNMENT OF DEVELOPER RIGHTS

Developer may assign any or all of the rights and powers granted to or reserved by Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use, or proposed action, to any other entity or person, including the Association. Any such assignment or transfer shall be made by an appropriate document in writing and shall be duly recorded in the register of deeds office in the county where the Project is located.

This Master Deed has been signed by Developer and shall be effective as of the date set forth below.

DEVELOPER: Crosswinds Court
Subdivision, Inc., a Michigan Corporation

Date: _____

/s/ _____
By: Leo Soave
Its: President

STATE OF MICHIGAN)
WAYNE COUNTY)

Acknowledged before me in Wayne County, Michigan on _____, by Leo Soave, President of Crosswinds Court Subdivision, Inc, a Michigan corporation, on behalf of the company.

/s/ _____

Notary Public:

Notary public, State of Michigan, County of _____.

My commission expires _____.

EXHIBIT A
CONDOMINIUM BYLAWS OF ROMA COURT CONDOMINIUM

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CONDOMINIUM BYLAWS

Section 1. ASSOCIATION OF OWNERS

1.1 Organization. Roma Court Condominium is a residential site condominium project located in the City of Livonia, Wayne County, Michigan, being developed in a single phase, to comprise of Thirty-three (33) building sites. On the recording of the Master Deed, the management, maintenance, operation, and administration of the Project shall be vested in an Association of Owners organized as a nonprofit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective buyers, mortgagees, and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Owners, mortgagees, lessees, or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of the Act, the Master Deed and any amendments, the Condominium Bylaws, the Association's Articles of Incorporation, the Association Bylaws, and other Condominium Documents that pertain to the use and operation of the Project. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

Section 2. MEMBERSHIP AND VOTING

2.1 Membership. Each Owner of a Unit in the Project shall be a member of the Association during the period of ownership, and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged, or transferred only as an appurtenance to a Unit.

2.2 Voting Rights. Each Owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned, when voting by value. Voting shall be by number except when the Master Deed or Bylaws specifically require voting to be by number and value, and no cumulation of votes shall be permitted.

2.3 Eligibility to Vote. No Owner other than Developer will be entitled to vote at any meeting of the Association until the Owner has presented written evidence of ownership of a Unit in the Project, nor shall the Owner be entitled to vote (except for elections pursuant to Section 3.4) before the Initial Meeting of Members. An Owner shall be permitted to vote only if the Owner is not in default in payment of assessments levied against the Owner's unit. Developer shall be entitled to vote only those Units to which Developer still holds title to.

2.4 Designation of Voting Representative. The person entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record owners of a Unit and filed with the secretary of the Association. The certificate shall state the name and address of the individual representative designated; the number of the Unit owned; and the name and address of the person or persons, firm, corporation, partnership, association, trust, or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit.

2.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment and must be filed with the Association before the appointed time of the meeting.

2.6 Majority. At any meeting of members at which a quorum is present, 51 percent of the Owners entitled to vote and present in person or by proxy (or written vote, if applicable) shall constitute a majority for the approval of the matters presented to the meeting, except when these Bylaws, the Master Deed, or law required a majority exceeding a simple majority.

Section 3. MEETINGS AND QUORUM

3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer and may be called at any time after three or more of the Units in the Project have been sold and the buyers qualified as members of the Association. In no event, however, shall the initial meeting be called later than (a) 120 days after the conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the total number of Units that may be created in the Project or (b) 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner of a Unit, whichever first occurs, at which meeting the eligible Owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under Section 6 of the Master Deed shall be included in the calculation of the number of Units that may be created. Developer may call meetings of members of the Association for informational or other appropriate purposes before the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days before the date of an annual meeting, written notice of the date, time, place, and purpose of the meeting shall be mailed or delivered to each member entitled to vote at the meeting; but no less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.3 Advisory Committee. Within one year after the initial conveyance by Developer of legal or equitable title to an Owner of a Unit in the Project or within 120 days after conveyance of one-third of the total number of Units that may be created in the Project, whichever first occurs, Developer shall select two or more persons from the nondeveloper Owners to serve as an advisory committee to the Board of Directors (the Advisory Committee). The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the nondeveloper Owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at the request of the Advisory Committee, but there shall be not more than two such meetings each year unless both parties agree.

3.4 Board Composition. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 25 percent of the Units that may be created in the Project, at least one director and not less than one-fourth of the Board of Directors of the Association shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 50 percent of the Units that may be created in the Project, not less than one-third of the Board of Directors shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the Units that may be created in the Project and before conveyance of 90 percent of those Units, the nondeveloper Owners shall elect all directors on the board except that Developer shall have the right to designate at least one director as long as Developer owns and offers for sale at least 10 percent of the Units in the Project or as long as 10 percent of the Units remain that may be created.

3.5 Owner Control. If 75 percent of the Units that maybe created in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner, the nondeveloper Owners shall have the right to elect the percentage of members of the Board of Directors of the Association equal to the percentage of Units they hold, and Developer will have the right to elect the percentage of members of the board equal to the percentage of Units that are owned by Developer and for which all assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in Section 3.4. Application of this provision does not require a change in the size of the board as designated in the Association bylaws.

3.6 Mathematical Calculations. If the calculation of the percentage of members of the board that the nondeveloper Owners have a right to elect or the product of the number of members of the board multiplied by the percentage of Units held by the nondeveloper Owners results in a right of nondeveloper Owners to elect a fractional number of members of the board, a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, Developer shall have the right to elect the remaining members of the board. Application of this

provision shall not eliminate the right of Developer to designate at least one member as provided in Section 3.4.

3.7 Quorum of Members. The presence in person or by proxy of 50 percent of the Owners entitled to vote shall constitute a quorum of members. The written vote of an Owner properly furnished at or before a meeting at which the Owner is not present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question on which the vote is cast.

Section 4. ADMINISTRATION

4.1 Board of Directors. The business, property, and affairs of the Association shall be managed by a five (5) member board of directors (the Board of Directors) to be elected in the manner described in these Bylaws. The directors designated in the Articles of Incorporation shall serve until their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to the directors selected by Developer before the initial meeting of members shall be binding on the Association as though the actions had been authorized by a Board of Directors elected by the members of the Association so long as the actions are within the scope of the powers and duties that a Board of Directors may exercise under the Condominium Documents. A service contract or management agreement entered into between the Association and Developer or affiliates of Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within 90 days after the initial meeting has been held and on 30 days' notice at any time for cause.

4.2 Powers and Duties. The Board shall have all powers and duties necessary to administer the affairs of the Association and may take all actions in support of the administration that are not prohibited by the Condominium Documents or specifically reserved to the members, including the following:

- a. care, upkeep, and maintenance of the Common Elements
- b. development of an annual budget and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium
- c. employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property
- d. adoption and amendment of rules and regulations governing the use of the Condominium Property not inconsistent with these Bylaws
- e. opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association and designating signatories required for those purpose

f. obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration

g. granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents

h. authorizing the execution of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of the Condominium on behalf of the Owners

i. making repairs, additions, and improvements to or alterations of the Common Elements and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings

j. asserting, defending, or settling claims on behalf of all Owners in connection with the Common Elements of the Project and, on written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association

k. further duties as may be imposed by resolution of the members of the Association or that may be required by the Condominium Documents or the Act

4.3 Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. The accounts shall be open for inspection by the Owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each Owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at times required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of the review or audit shall be an expense of administration.

4.4 Maintenance, Repair, and Replacement. The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage, which is described in Section 6.3 of the Bylaws) is as follows:

a. All maintenance, repair, and replacement of the structures and other improvements located within a Unit or Limited Common Elements that are the responsibility of the Owner of a Unit as set forth in the Master Deed shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from the repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

b. All maintenance, repair, and replacement of the General Common Elements, whether located inside or outside the Units, and of Limited Common Elements to the extent required by the Master Deed shall be made by the Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence, misuse, or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not to the interior of any residence or garage within a Unit) from time to time during reasonable hours, on notice to the occupant, to maintain, repair, or replace any of the Common Elements located within or accessible only from a Unit that are the responsibility of the Association. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units or the Common Elements.

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by MCL 559.205. The fund shall be established in the minimum amount required on or before the Transitional Control Date and shall, to the extent possible, be maintained at a level that is equal to or greater than 10 percent of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this section may prove to be inadequate, and the Board should carefully analyze the Project from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

4.6 Construction Liens. A construction lien arising as a result of work performed on a Unit or on an appurtenant Limited Common Element shall attach only to the Unit on which the work was performed, and a lien for work authorized by Developer or the principal contractor shall attach only to Condominium Units owned by Developer at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of the Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or Developer.

4.7 Managing Agent. The Board may employ a management company or managing agent at a compensation established by the Board to perform the duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 4.2. Developer or any person or entity related to Developer may serve as managing agent, but any compensation paid to Developer shall be at competitive rates.

4.8 Officers. The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only on the affirmative vote of 67 percent or more of all Owners.

4.9 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association on 10 days' notice to all Owners in the manner and to the extent provided by the Association Bylaws. If no judicial determination on indemnification has been made, an opinion of independent counsel on the propriety of indemnification shall be obtained if a majority of Owners vote to procure such an opinion.

Section 5. ASSESSMENTS

5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance covering the interests of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Common Elements shall be receipts of administration.

5.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

a. **Initial Budget.** The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extend of such services and reasonable rules and regulations may be promulgated in connection with establishing the initial maintenance budget for the Association. The Association shall collect from each initial purchaser of a Unit a charge of \$350.00, which includes \$200.00 for a management set-up fee and \$150.00 for the Condominium Association management capitalization fee, at closing for the capitalization and management of the Association. Thereafter, the Board of Directors of the Association shall establish a budget in advance for each fiscal year that will project all expenses for the coming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget shall be delivered to each Owner, although the failure to deliver a copy to each Owner will not affect or in any way diminish the liability of an Owner for any existing or future assessment.

b. **Budget Adjustments.** If the Board of Directors determines at any time, in its sole discretion, that the initial assessments levied are insufficient (i) to pay the costs of operation and maintenance of the Common Elements, (ii) to provide for

the replacement of existing Common Elements, (iii) to provide for additions to the Common Elements not exceeding \$5,000 annually, or (iv) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy any additional assessments it deems necessary for such purposes. The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

c. Special Assessments. The Board of Directors may make special assessments in excess of those permitted by subsections (a) and (b) from time to time following the approval of the Owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to (i) assessments for additions to the Common Elements costing more than \$5,000 in any year, (ii) assessments to purchase a Unit on foreclosure of the lien described in Section 5.5, or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of 67 percent or more (in number and in value) of all Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board elects some other periodic payment schedule, annual assessments will be payable by Owners in 4 equal quarterly installments, commencing with the acceptance of a deed to or a land contract vendee's interest in a Unit or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for the payment established by rule or regulation of the Association. However, the Board of Directors, including the first Board of Directors appointed by Developer, may relieve a Unit Owner who has not constructed a residence within a Unit from payment, for a limited period of time, of all or some portion of the assessment for the Unit's respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for nonresident Owners until those Owners begin to use the Common Elements on a regular basis.

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of the amounts the Board deems proper to operate and maintain the Condominium property under the powers and duties delegated to it and may

include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year. Any reserves established by the Board before the initial meeting of members shall be subject to approval by the members at the initial meeting. The Board shall advise each Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

5.5 Collection of Assessments. Each Owner shall be obligated for the payment of all assessments levied on the Owner's Unit while that person is the Owner of the Unit, and no Owner may become exempt from liability for the Owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Unit.

a. **Legal Remedies.** In the event of default by any Owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid on a mortgage of record recorded before the recording of any notice of lien by the Association; and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment as provided by MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, the Owner or anyone claiming under the Owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and reasonable attorney fees incurred in their collection.

b. **Sale of Unit.** On the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the buyer in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A buyer or grantee may request a written statement from the Association for the amount of unpaid assessments levied against the Unit being sold or conveyed, and the buyer or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to, a lien for any unpaid assessments in excess of the amount stated in a written response from the Association. However, unless the buyer or grantee requests a written statement from the Association at least five days before the sale as provided in the Act, the buyer or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorney fees.

c. **Self-Help.** The Association may enter the Common Elements, Limited or General, to remove and abate any condition constituting a violation or may discontinue the furnishing of services to an Owner in default under any of the provisions of the Condominium Documents on seven days' written notice to the Owner of the Association's intent to do so. An Owner in default shall not be entitled to use any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues, but this provision shall not operate to deprive any Owner of ingress and egress to and from the Owner's Unit.

d. **Application of Payments.** Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney fees; second, to any interest charges and fines for late payment on the assessments; and third, to installments of assessments in default in order of their due dates.

5.6 Financial Responsibility of Developer. The responsibility of Developer for assessments is as follows:

a. **Pretturnover Expenses.** Before the Transitional Control Date, it will be Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses, but the Developer shall not be responsible for the payment of any general or special assessments. At the time of the initial meeting, Developer will be liable for the funding of any continuing deficit of the Association that was incurred before the Transitional Control Date.

b. **Postturnover Expenses.** After the Transitional Control Date and continuing for any remaining Development and Sales Period, Developer shall NOT be responsible for any payment of either general or special assessments levied by the Association on Units owned by Developer.

c. **Exempted Transactions.** Under no circumstances will Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement, capital improvements, or additions or to finance litigation or other claims against Developer.

Section 6. TAXES, INSURANCE, AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the Property of the Project or any phase of the Project, except for the calendar year in which the Project or phase is established. Taxes and assessments that become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs

shall be assessed only against the individual Units. For tax and special assessment purposes, no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

6.2 Insurance Coverage. The Association shall be appointed as attorney-in-fact for each Owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable, casualty insurance with extended coverage, vandalism, and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use, and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Owners, the mortgagees, and Developer, as their interests may appear. The insurance, other than title insurance, shall be carried and administered according to the following provisions:

a. **Owner Responsibilities.** Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's expense with respect to the residence and all other improvements constructed or located within the perimeters of the Owner's Unit and for the Limited Common Elements appurtenant to the Owner's Unit. It shall also be each Owner's responsibility to obtain insurance coverage for the Owner's personal property within the Owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Owner's Unit or on the Limited Common Elements appurtenant to the Owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Owner's residence. All insurance carried by the Association or any Owner shall contain provisions permitting the waiver of the right of subrogation for any claims against any Owner or the Association for insured losses.

b. **Common Element Insurance.** The General Common Elements of the Project shall be insured by the Association against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible for maintaining insurance with respect to the Limited Common Elements, the Units themselves, or any improvements located within the Units.

c. **Fidelity Insurance.** The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, employees, and all others who are responsible for handling funds of the Association.

d. **Power of Attorney.** The Board of Directors is irrevocably appointed as the agent for each Owner, each mortgagee, other named insured's and their beneficiaries, and any other holder of a lien or another interest in the Condominium or the Property to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases on the payment of claims.

e. **Indemnification.** Each individual Owner shall indemnify and hold harmless every other Owner, Developer, and the Association for all damages, costs, and judgments, including actual attorney fees, that any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Owner, Developer, or the Association, which rights are waived.

f. **Premium Expenses.** Unless otherwise provided, all premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration of the Association.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision whether or not it will be reconstructed or repaired will be made in the following manner:

a. **General Common Elements.** If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80 percent or more of the Owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. However, if the damaged property is common roadway and is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80 percent or more of the Owners agreeing not to repair or rebuild includes the Owners of all such Units.

b. **Limited Common Elements and Improvements.** If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and the Owner shall be responsible for the cost of any reconstruction or repair that the Owner elects to make. The Owner shall in any event remove all debris and restore the Unit and its improvements to a clean and slightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

c. **Reconstruction Standards.** Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for the improvements located within the Unit, unless prior written approval for changes is obtained from the Architectural Review Committee.

d. Procedure and Timing. Immediately after the occurrence of a casualty causing damage that is to be reconstructed or repaired by the Association, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association or if at any time during the reconstruction or repair the funds for the payment of the costs by the Association are insufficient, assessment shall be levied against all Owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

6.4 Eminent Domain. The following provisions will control on any taking by eminent domain:

a. Condominium Units. In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for the taking shall be paid to the Owner of the Unit and any mortgagee, according to their interests. If an Owner's entire Unit is taken by eminent domain, the Owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

b. Common Elements. In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use by or distribution to its members. The affirmative vote of 80 percent or more of the Owners in number and in value shall determine whether to rebuild, repair, or replace the portion taken or to take another action.

c. Amendment to the Master Deed. If the Project continues after the taking by eminent domain, the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly; and if any Unit has been taken, section 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Owners based on the continuing total value of the Condominium of 100 percent. The amendment may be completed by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Owner.

d. Notice to Mortgagees. If any Unit in the Condominium, the Common Elements, or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each holder of a publicly recorded mortgage lien on any of the Units in the Condominium.

e. Inconsistent Provisions. To the extent not inconsistent with the provisions of this section, MCL 559.233 shall control on any taking by eminent domain.

Section 7. CONSTRUCTION REQUIREMENTS

7.1 Design Standards. Design standards for Units in the Project are set forth in this section. Design standards promote quality, value, and stability for Unit Owners. The standards in this section are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.

7.2 Developer Approvals. During the Development and Sales Period, no residences, buildings, fences, walls, drives, walks, or other improvements shall be commenced, erected, or maintained; no addition to or external change in the appearance of any structure shall be made (including color and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to Developer, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by Developer. Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plan that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, Developer shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Condominium as a whole.

7.3 Review Committee. Developer has or will establish an architectural review committee (the Review Committee). The mission of the Review Committee is to ensure that all plans submitted for review, and all subsequent exterior changes or modifications, meet the criteria established in the design standards. The design standards for the Project are intended to provide a compatible neighborhood image.

7.4 Architectural Review. Following the Development and Sales Period, no residence, structure, or other improvements shall be constructed within a Unit or elsewhere on the Property and no exterior modification shall be made to any existing residence, structure, or improvement unless plans and specifications containing whatever detail the Review Committee reasonably requires has first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans and specifications, color or material applications, grading or landscaping plans, or building location plans that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on the plans and specifications, the Review Committee shall have the right to take into consideration the lity of the proposed structure, improvement, or modification, the site on which it is proposed to be constructed, the proposed location of any improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole.

7.5 Approval of Contractor. All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in

writing by Developer or, following the Development and Sales Period, by the Review Committee. If building construction is intended to commence within three months after the date of plan approval, the name of the proposed residential builder must be submitted when the plans and specifications are submitted. If construction is to be delayed beyond three months, the name of the proposed residential builder must be submitted for approval at least 60 days before the commencement of construction. In its approval process, the Review Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not that builder will be approved for participation in the Project. Construction of all other improvements, including swimming pools and landscaping, must also be done by contractors approved in writing by the Review Committee.

7.6 Specific Requirements. All approvals required by this section shall comply with the following requirements:

a. **Construction Materials.** Each residence shall be finished with wood, masonry (brick or stone), or vinyl exterior with a minimum of 65% of the exterior shall be finished in brick or stone for multi-story residences and 80% of the exterior shall be finished in brick or stone for one story residences. Exposed chimneys shall have an exterior finish of brick or stone and on all other visible improvements shall be finished with wood, brick, stone, or vinyl. Roofs must be of shingle construction using fiberglass or asphalt shingles. Driveways may be of brick or cement. All exterior paints, stains, and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee on request.

b. **Size and Space Requirements.** No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages, and basements (whether full basements, daylight basements, or walkout basements):

- One-story home (Ranch) – 1,300 sq. ft.
- Multi-story home (Cape Cod or Colonial) – 1,500 sq. ft.

c. **Improvements and Outbuildings.** Each residence must be equipped with an attached front entry garage of not less than two stalls and outside parking for a minimum of two vehicles shall be provided on or along the driveway. One additional detached structure of a size as determined by the Review Committee will be permitted for storage or accessory garage space.

d. **Letter and Delivery Boxes.** The Developer or Review Committee will install and determine the location, design, and permitted lettering of all mail and paper delivery boxes which shall be a cluster delivery/mailbox or mailboxes and to be located within the General Common Areas of the Project. Each Owner is responsible for the pro-rata cost of the cluster mailboxes and the installation

thereof which the estimated cost is \$175.00 per Unit Owner and this mailbox fee must be paid at the closing of each Unit.

7.7 Codes and Ordinances. In addition to the construction requirements in this Section, all buildings and other structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected.

7.8 Time for Construction. At the time of submitting the name of a proposed residential builder for approval, a date for commencement of construction (which shall not be more than two years after the date of approval) must be agreed on and approved by the Review Committee. Once construction has started, work on the building must be diligently pursued and completed within a maximum of 12 months from the date of commencement. The Committee may extend the time for commencement or completion when, in its opinion, conditions warrant an extension.

7.9 Reserved Developer Rights. The purpose of Section 7 is to ensure the continued maintenance of the Condominium as an attractive and harmonious residential development, and its provisions shall be binding on both the Association and all Owners in the Project. Developer (or any residential builder to whom Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and to access to, from, and over the Property as may be reasonable to enable development and sale of the entire Project.

7.10 Review Committee Appointment. Following the Development and Sale Periods, if rights of appointment have not previously been assigned to the Association, Developer's representatives shall resign from the Review Committee, and the Board of Directors of the Association shall appoint three new members to the Review Committee. In each succeeding year or at whatever other intervals the Board of Directors decides, the Board of Directors shall appoint or reappoint the three members to serve on the Review Committee.

7.11 Permitted Variance. The Review Committee may, on a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to an extent and in a manner that does not violate the spirit and intent of the requirements.

7.12 Setback Lines. No building will be erected on any Unit nearer to the street line or to either side Unit boundary or closer to the rear Unit boundary than permitted by the setback requirements of the Planned Development District for the Condominium or zoning applicable to the Unit that is in effect at the time of the contemplated construction of any building unless a variance or other permission for the setback is obtained from the applicable authority. If compliance with these setback requirements is impracticable or would create a hardship for a corner Unit or an odd-shaped building site, the Review Board may specify front yard, side yard, and rear yard

widths and depths that are less than those required by this section. When 1½ or more Units are acquired as a single building site, the side Unit boundaries will refer only to the Unit boundary lines bordering the property of adjoining owners.

7.13 Landscaping Requirement. Each Unit must be completely landscaped as soon as possible during the planting season (April through November) but, in any event, no later than 60 days (weather permitting) after initial occupancy of the Dwelling. The reasonable value of the landscaping surrounding a Dwelling shall be not less than five thousand (\$5,000.00) dollars, excluding landscape architectural fees. The Developer shall have the right to determine the reasonable value of the landscaping. After landscaping has been installed, the Unit Owner shall maintain the landscape in a good and aesthetically pleasing condition. If at the time of conveyance from Developer, construction of a Dwelling on the Unit has commenced or has been completed, but the landscaping has not been completed, the Developer shall require the Unit Owner, at closing, to escrow one thousand five hundred dollars (\$1,500.00) with the title company conducting the closing of the Unit until such time the landscape is installed. All landscape escrow deposits made shall be released to the Unit Owner upon completion of the landscaping as set forth herein. To the extent that the escrow deposit earns interest, the interest shall be paid to the Unit Owner at such time as the landscaping of the Unit has been completed. However, the Developer shall not be required to maintain the escrow deposit in an interest-bearing account or to otherwise generate a return on the escrow deposit.

In the event the Unit Owner fails or refuses to comply with the foregoing, the Developer may, in its sole discretion, instruct the title company to release the escrow deposit amount to Developer and the Unit Owner shall have forfeited all of his or her rights to the landscape escrow deposit.

Section 8. USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence and purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood are permitted as incidental to primary residential use. No building intended for other business uses and no apartment house, rooming house, day care facility, foster care residence, or other commercial or multiple-family dwelling of any kind shall be erected, placed, or permitted on any Unit.

8.2 Common Areas. The Common Elements shall be used only by the Owners of Units in the Condominium and their agents, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective Units and for other purposes incidental to use of the Units. Any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses

approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements.

8.3 Use and Occupancy Restrictions. In addition to the general requirements of Sections 8.1–8.2, the use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:

a. **Exterior Changes.** No Owner shall make any additions, alterations, or modifications to any of the Common Elements or any changes to the exterior appearance of the building or other improvements within the perimeters of the Owner's Unit without prior approval of Developer or the Review Committee. A change in the color of a residence or a significant landscaping change are included within the meaning of a change in exterior appearance.

b. **Unit Rental.** No portion of a Unit may be rented and no transient tenants be accommodated in any building, but this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by these Bylaws.

c. **Nuisances.** No nuisances shall be permitted on the Property, nor shall any use or practice be permitted that is a source of annoyance to or that unreasonably interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash or for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units.

d. **Prohibited Uses.** Nothing shall be done or kept in any Unit or on the Common Elements that will increase the rate of insurance for the Project without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner's Unit or elsewhere on the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements or that will violate any law.

e. **Signs.** No sign or billboard of any kind shall be placed, erected or maintained on any Unit excepting that the provisions of this paragraph shall not apply to such signs as may be for purposes of resale by any Owner. Signs for purposes of resale shall be limited to one sign per Unit not exceeding four square feet and shall be subject to review and approval of the Association and the Developer so long as the Developer shall hold title to any Unit. Furthermore, signs for the purposes of resale do not include "for rent" and "for lease" signs or any signage that pertains

to renting or leasing any Unit. The provisions of this paragraph shall not apply to signs installed or erected on any Common Element or Unit by the Developer, its successors or assigns during such periods as any Unit shall be “for sale” or used as a model or for display purposes by the Developer or other entity. Political signs for a period of three months (90) days prior to an election may be displayed, one sign per candidate, ground-mounted, on the Unit. No political sign shall be permitted on any of the General Common Element areas. No political sign shall exceed four square feet. Garage sale signs may be displayed for three days at a time on any Unit, and one sign may be displayed at the Entrance to the Condominium, but no garage sale sign shall be displayed on any Unit or General Common Element for more than three days. Signs shall be subject to City of Livonia Code of Ordinances.

f. Fences and Walls. Fences, walls, or hedges shall not be permitted on any Unit. However, fences are permitted in the rear yard only and can only be installed on a Unit so long as a completed home exists on both sides of the proposed Unit requesting a fence. Additionally, NO fence is permitted to be installed without the prior written consent of the Developer or Review Committee.

g. Pets. No animals or fowl (except common domestic household pets) shall be kept or maintained within the Condominium.

h. Personal Property. No Owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other items of personal property outside a residence or ancillary building. This restriction shall not be construed to prohibit an Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck, or balcony of a Unit, though no such furniture or other personal property shall be stored on any open patio, deck, or balcony that is visible from another Unit or from the Common Elements of the Project.

i. Firearms and Weapons. No Owner shall use or permit the use by any occupant, agent, tenant, invitee guest, or member of the Owner’s family of any firearms; air rifles; pellet guns; BB guns; bows and arrows; illegal fireworks; or other dangerous weapons, projectiles, or devices anywhere on or about the Property.

j. Recreational and Commercial Vehicles. No recreational vehicles, boats, or trailers shall be parked or stored in any garage if the storage would prevent full closure of the garage door or elsewhere on the Property without the written approval of the Association. No commercial vehicle, mobile home, trailer, house or camping trailer, tent shack, tool storage, shed, barn, tree house or other similar Structure shall be placed on a Unit at any time either temporary or permanently. No snowmobile, all-terrain vehicle, or other motorized recreational vehicle shall be operated on the Property. No maintenance or repair shall be performed on any

boat or recreational vehicle except within a garage or residence which is totally isolated from public view.

k. **Recreational Facilities.** No above-ground pools, tennis courts, or dog runs will be permitted on any Unit. All exterior hot tubs and spas must be approved by the Developer or the Review Committee before installation.

l. **Trash Containers and Pick Up.** All trash shall be placed in containers approved by the Review Committee and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection.

m. **Use of Common Elements.** The General Common Elements shall not be used for the storage of supplies or personal property (except for the short periods of time that are reasonably necessary to permit the placement of trash for collection the next day). No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or that affects an Association responsibility in any way. In general, no activity shall be carried on or condition maintained by any Owner either in the Owner's Unit or on the Common Elements that despoils the appearance of the Condominium.

n. **Application of Restrictions.** Unless arbitration is elected pursuant to these Bylaws, a dispute or question whether a violation of any specific regulation or restriction in this section has occurred shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a decision in writing, which shall be binding on all owners and other parties with an interest in the Project.

o. **Decks, Patios, Balconies, and Accessory Structures.** Any deck, patio, balcony, and/or accessory structure located within a Condominium Unit shall not be located on or encroach into any easement or the General Common Elements of the Project. No Unit Owner shall construct or cause to be constructed any deck, patio, balcony, and/or accessory structure without the prior written approval by the Developer or Review Committee.

8.4 Zoning Compliance. In addition to the restrictions in Section 8, the use of any Unit or structure on the Property must satisfy the requirements of the zoning ordinances of the municipality where the Project is located in effect at the time of the contemplated use unless a variance for the use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.

8.5 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use of Units and Common Elements may be promulgated and amended by the Board. Copies of the rules and regulations must be furnished by the Board to each Owner at least 10 days before their effective

date and may be revoked at any time by the affirmative vote of the Board or 60 percent or more of all Owners.

8.6 Enforcement by Developer. The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community used and occupied for the benefit of the Owners and all other persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, Developer, or any person to whom it assigns this right, may, at its option, elect to maintain, repair, or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, and this right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any prohibited activity.

8.7 Owner Enforcement. An aggrieved Owner will also be entitled to compel enforcement of the Condominium Documents by an action for injunctive relief or damages against the Association, its officers, or another Owner in the Project.

8.8 Remedies on Breach. In addition to the remedies granted by Section 5.5 for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Section 8, to enter the Unit and to remove or correct the cause of the violation. The entry will not constitute a trespass, and the Owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

8.9 Reserved Rights of Developer. The restrictions in this section shall not apply to the commercial activities of Developer during the Development and Sale Period. Developer shall also have the right to maintain a sales office, advertising display sign, storage areas, and reasonable parking incident to its sales efforts and to reasonable access to, from, and over the Property to enable development and sale of the entire Project.

8.10 Assignment and Succession. Developer may be assigned any of the rights granted to or reserved by it in the Condominium Documents or by law to any other entity or to the Association. Any assignment or transfer shall be made by an appropriate document in writing, signed by Developer and recorded in the register of deeds office for the county where the Project is located. On qualification, the assignee will have the same rights and powers as those granted to or reserved by Developer in the Condominium Documents.

Section 9. MORTGAGES

9.1 Notice to the Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (in this section, the Mortgagee), and the Association will maintain this information. The information relating to Mortgagees will be made available to Developer or its successors as needed to obtain consent from or give notice to Mortgagees concerning actions requiring consent from or notice to Mortgagees under the Condominium Documents or the Act.

9.2 Insurance. The Association shall notify each of the Mortgagees of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulations, a Mortgagee of a Unit will be granted the following rights:

a. **Inspection and Notice.** On written request to the Association, a Mortgagee will be entitled (i) to inspect the books and records relating to the Project on reasonable notice, (ii) to receive a copy of the annual financial statement that is distributed to Owners; (iii) to notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations that is not cured within 30 days; and (iv) to notice of all meetings of the Association and its right to designate a representative to attend the meetings.

b. **Exemption from Restrictions.** A Mortgagee that comes into possession of a Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure shall be exempt from any option or right of first refusal on the sale or rental of the mortgaged Unit in the Condominium Documents.

9.4 Additional Notification. When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association, and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of their participation.

Section 10. LEASES

10.1 Notice of Lease. An Owner, including Developer, who intends to lease a Unit shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to the prospective tenant and, at the same time, shall supply the

Association with a copy of the lease form. No Unit shall be leased for a period of less than one (1) year without the prior written consent of the Association.

10.2 Terms of Lease. All occupants of a Unit shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require compliance.

10.3 Remedies of the Association. If the Association determines that any non-Owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

a. **Notice.** The Association shall notify the Owner by certified mail advising of the alleged violation by the non-Owner occupant.

b. **Investigation.** The Owner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the non-Owner occupant or to advise the Association that a violation has not occurred.

c. **Legal Action.** If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the non-Owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Owner and the non-Owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the non-Owner occupant and the Owner liable for any damages to the Common Elements caused by the Owner or the non-Owner occupant in connection with the Unit or the Project.

10.4 Liability for Assessments. If an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a non-Owner occupant occupying the Owner's Unit under a lease or rental agreement and the non-Owner occupant, after receiving such notice, shall deduct from rental payments due the Owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the lease agreement by the non-Owner occupant.

Section 11. TRANSFER OF UNITS

11.1 Unrestricted Transfers. An individual Owner may, without restriction under these Bylaws, sell, give, devise, or otherwise transfer the Owner's Unit or any interest in the Unit.

11.2 Notice to Association. Whenever an Owner sells, gives, devises, or otherwise transfers the Owner's Unit or any interest in the Unit, the Owner shall give written notice to the Association within five days after consummating the transfer. The notice shall be accompanied by documents evidencing the title or interest transferred.

Section 12. ARBITRATION

12.1 Submission to Arbitration. Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws, or other Condominium Documents and any disputes, claims, or grievances arising among or between Owners or between Owners and the Association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the Association, be submitted to arbitration; and the parties shall accept the arbitrator's decision and award as final and binding. The Arbitration Rules for the Real Estate Industry of the American Arbitration Association, as amended and in effect from time to time, shall apply to all such arbitrations.

12.2 Disputes Involving Developer. A contract to settle by arbitration may also be executed by Developer and any claimant for any claim against Developer that might be the subject of a civil action, provided as follows:

a. **Buyer's Option.** At the exclusive option of a Buyer or an Owner in the Project, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that involves an amount less than \$2,500 and arises out of or relates to a purchase agreement, a Unit, or the Project.

b. **The Association's Option.** At the exclusive option of the Association of Owners, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that arises out of or relates to the Common Elements of the Project if the amount of the claim is \$10,000 or less.

12.3 Preservation of Rights. Election by any Owner or by the Association to submit any dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. Except as provided in this section, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim, or grievance in the absence of an election to arbitrate.

Section 13. OTHER PROVISIONS

13.1 Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached or as defined in the Act.

13.2 Severability. If any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, modify, or impair any of the other terms, provisions, or covenants of the documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

13.3 Notices. Notices provided for in the Act, Master Deed, or Bylaws shall be in writing and shall be addressed to the Association at its registered office in the State of Michigan and to any Owner at the address in the deed of conveyance or at another address subsequently provided. The Association may designate a different address for notices to it by giving written notice of the change of address to all Owners. Any Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by U.S. mail with postage prepaid or when delivered in person.

13.4 Amendment. These Bylaws may be amended, altered, changed, added to, or repealed only in the manner prescribed by section 10 of the Master Deed.

13.5 Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied, and the provisions of the document having the highest priority shall govern:

1. the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws
2. these Condominium Bylaws
3. the Articles of Incorporation of the Association
4. the Association Bylaws
5. the Rules and Regulations of the Association (if any)

UNAPPROVED MINUTES

1

MINUTES OF THE 1,165th PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, February 23, 2021, the City Planning Commission of the City of Livonia held its 1,165th Public Hearings and Regular Meeting via Zoom Meeting Software.

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

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

Members absent: None

Mr. Mark Taormina, Planning Director, Scott Miller, Planner IV, and Stephanie Reece, Program Supervisor, were also present.

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

ITEM #3 PETITION 2020-11-08-06

Roma Court

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2020-11-08-06 submitted by Leo Soave Building Company, Inc. requesting approval of the Master Deed, Bylaws and site plan pursuant to Section 18.62 of the City of Livonia Zoning Ordinance #543, as amended, to develop a site condominium (Roma Court) consisting of thirty-two (32) single-family homes on the property at 37855 Lyndon Avenue (former Webster Elementary School site) located on the south side of Lyndon

Avenue between Newburgh and Hix Roads in the Southeast ¼ of Section 19.

Mr. Taormina: Thank you. This is a request to develop a condominium subdivision, sometimes referred to as a site condominium at the former Webster Elementary School site, which is on the south side of Lyndon between Newburgh and Hix Roads. This property is in the process of being rezoned from PL (Public Land) to R-1 (One-Family Residential). City Council gave first reading to the zoning change on September 28, 2020. The R-1 minimum lot size requirements are 7,200 square feet for lot area, 60 feet for lot width, and 120 feet for lot depth. As you can see from this map, the site is surrounded by R-1 zoning and developed platted lots that are located in the Castle Gardens subdivision. The proposed site layout shows 32 lots or site condominium units, all of which meet the minimum R-1 lot size requirements. The design includes a cul-de-sac extending south from Lyndon that would provide access to 22 of the 32 lots identified on the plans as units 11 through 32. Units 8,9 and 10 shown in the northeast corner would have direct access from Lyndon. Units 1 through 7 would have direct frontage on Mason located at the south end of the development. Along the east side of the subdivision the plans show a storm water detention basin that is part of a larger open space park. The detention system includes a forebay as well as a main storage basin. The basin would have an overall depth of about six feet and one on six side slopes to avoid the need for a fence. The street right-of-way as shown would be 60 feet wide and would have a 120-foot diameter cul-de-sac. For landscaping, the plan shows one tree per lot as required by the City. Trees and shrubs are also shown along the perimeter of the open space park and detention basin. In addition, parallel along the right-of-way of Lyndon on the two corner lots at the main entrance to subdivision, the plan shows evergreen and flowers. In response to the Commission's comments at the Study Meeting, the grading plan has been adjusted. The proposed site grades have been lowered about three and a half feet. Additionally, the petitioner is willing to restrict along the west side of the development the construction of ranch style homes only. Your packet includes the Master Deed and By-Laws. These address various issues including construction materials as well as size of homes and other improvements. I won't go into those details, but they are very typical for the developments that we have seen as of late. I will show you some photographs or renderings of the types of homes that the petitioner intends to

develop on this site. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Taormina: The first item is from the Engineering Division, dated February 16, 2021, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed project at this time. The property is assigned the address of #37855 Lyndon Avenue. The legal description included on the plans submitted by the owner appears to be correct, and should be used to describe the parcel. The proposed development is currently serviced by public water main, storm and sanitary sewers, and the submitted drawings indicate that new utility connections will be constructed to service the proposed parcel layout. Easements will need to be provided for the new water and sanitary sewers, as well as portions of the storm sewer that are to be maintained by the City. At this time, Exhibit "B" drawings have not been provided to show proposed easements, so we cannot determine if they proposed easements are correct. The proposed construction will be required to meet the Wayne County Stormwater Ordinance, including detention requirements. Detention is shown on the preliminary plans, but no calculations are given. A full review of the proposed development will be completed when plans are submitted for permitting. It should be noted that the area of the proposed development has experienced issues with sanitary sewer backups during heavy storm situations in the past. Since that time, the City has been trying to mitigate flow issues by removing existing house footing drain connections from the sewers to free up capacity. Per revised ordinances, the Developer will be required to contribute towards funding future projects, further reducing the existing flows in the sewer system. With the projects that have been completed to date (and future projects to reduce flows) there should not be any adverse affects to the existing sewer systems."* The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Livonia Fire & Rescue Division, dated January 29, 2021, which reads as follows: *"This office has reviewed the site plan submitted in connection with a request to construct site condominiums on property located at the above referenced address. We have no objections to this proposal with the following stipulations: Using the city of Livonia Department of Public Works, Engineering Division, Site Plan Design Standards (Pg. 11 of 32) as a guide, fire hydrant spacing for multiple*

single-family home sites must at a maximum, be spaced every 500 feet. The distance from the entry of the site condominiums to the proposed hydrant location (as indicated on the site plan) exceeds this distance. The Livonia Fire Department, Fire Inspection Division will be requiring an additional fire hydrant be located near the entry to the proposed site." The letter is signed by Greg Thomas, Fire Marshal. The next letter is from the Division of Police, dated January 28, 2021, which reads as follows: *"I have reviewed the plans in connection with the petition. I have no objections to the proposal."* The letter is signed by Scott Sczepanski, Sergeant, Traffic Bureau. The next letter is from the Inspection Department, dated February 18, 2021, which reads as follows: *"Pursuant to your request, the above-referenced petition has been reviewed. This Department has no objections to this petition."* The letter is signed by Jerome Hanna, Director of Inspection. The next letter is from the Finance Department, dated February 3, 2021, which reads as follows: *"I have reviewed the addresses connected with the above noted petition. As there are no outstanding amounts receivable, general or water and sewer, I have no objections to the proposal."* The letter is signed by Connie Kumpula, Chief Accountant. That is the extent of the correspondence. The next letter is from the Treasurer's Department, dated February 3, 2021, which reads as follows: *"In accordance with your request, the Treasurer's Office has reviewed the address connected with the above noted petition. At this time, there are no outstanding amounts receivable for taxes. Therefore, I have no objections to the proposal."* The letter is signed by Lynda Scheel, Treasurer.

Mr. Wilshaw: Are there any questions of the Planning Director? I don't see any questions from any of the commissioners. Our petition is in the audience. Mr. Soave. Is there anyone else here with the petitioner? If so, please click raise hand so that we can recognize you. We will go to Mr. Soave to start.

Enrico Soave, 37771 Seven Mile Road, Ste C, Livonia, MI. Good evening. Also in tonight's attendance online is our Civil Engineer for the project, Mr. Fadi Khalil. Mark, thank you for your presentation this evening. As he correctly stated, this is a conforming R-1 site condominium, which is also in harmony with the surrounding areas. This development will mirror Heritage Square which is about a mile north from the proposed development. Housing will primarily be the same. Very similar. Minimum size homes will be 1,600 square feet for the ranches and exceeding 1,900 square feet approximately for colonials.

Also, the brick requirements will be in conformance with the city ordinance and exactly the same as Heritage Square that we just finished up to the north. Mr. Khalil, if you have anything to add to this at this time?

Fadi Khalil, Angle Design, 6200 Schaffer Road, Dearborn, MI. You said everything you want to say, but we are conforming with everything like Wayne County and we looked at the comments. We are adding that fire hydrant as required by the Fire Department. The exhibit is going to be provided showing the easements for all of the utilities. I think that is basically all we have.

Mr. Wilshaw: Great, thank you, Mr. Khalil and Mr. Soave. Do we have any questions from any of our commissioners for our petitioner?

Mr. Soave: Mr. Chairman, if I may?

Mr. Wilshaw: Mr. Soave, sure.

Mr. Soave: I know Mark read out the self-imposition of ranch style homes on the west side of the property. We looked at this and we are willing to encumber units 24 thru 30, which we believe would be the only ones impacted by any major change in topography. To reiterate, units 24 through 30 will be the ones we will agree to self-impose the ranch requirement.

Mr. Wilshaw: We appreciate that Mr. Soave. Will any of these units, either those or any of the others due to the grade, be either a daylight style basement or a walk out?

Mr. Soave: Maybe a daylight, but Fadi would be more leaned to answer that question at this time.

Mr. Khalil: Yeah, now we are working...we just lowered the road by three and a half feet like some of them are going to have a daylight on the east side actually. We are going to have...almost....it's like high daylight. It's almost six feet. Like you are going to have clear. On the west side we might just have...by the cul-de-sac we might have two or three lots that we might have three or four feet daylight.

Mr. Wilshaw: Okay, very good. Thank you. Any other questions from any of the other commissioners? If not, is there anybody in the audience that wishes to speak for or against this item? If so, you can click raise hand. Seeing no one else wishing to speak

on this item, and there are not other questions or comments from our commissioners, I will ask for a motion.

On a motion by Ventura, seconded by Long, and unanimously adopted, it was

#02-05-2021 **RESOLVED**, That the City Planning Commission does hereby recommend to the City Council that Petition 2020-11-08-06 submitted by Leo Soave Building Company, Inc. requesting approval of the Master Deed, Bylaws and site plan pursuant to Section 18.62 of the City of Livonia Zoning Ordinance #543, as amended, to develop a site condominium (Roma Court) consisting of thirty-two (32) single-family homes on the property at 37855 Lyndon Avenue (former Webster Elementary School site) located on the south side of Lyndon Avenue between Newburgh and Hix Roads in the Southeast ¼ of Section 19, be approved subject to the following conditions:

1. That the Site Plan identified as Drawing No. CS-100 dated November 19, 2020, prepared by Angle Design & Engineering L.L.C., is hereby approved and shall be adhered to.
2. That the Landscape Plan identified as LP-1 and the Landscape Notes & Details identified as LP-2, both dated November 13, 2020, prepared by Nagy Devlin Land Design, are hereby approved and shall be adhered to.
3. That the condominium Master Deed and Bylaws comply with the requirements of the Subdivision Control Ordinance, Title 16, Chapter 16.04-16.40 of the Livonia Code of Ordinance, and Article XX, Section 20.01-20.06 of Zoning Ordinance #543.
4. That the Master Deed and Bylaws shall include language in the building and use restrictions that requires the homes on Lots 24 thru 30, located along the west side of the cul-de-sac street identified on the plans as Roma Court, shall be a maximum of one-story in height.
5. That the brick used in the construction of each condominium unit shall be full face four-inch (4") brick.
6. 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.

7. That only a conforming entrance marker is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
8. That the petitioner shall include language in the Master Deed and bylaws or a separate recordable instrument wherein the condominium association shall reimburse the City of Livonia for any maintenance or repair costs incurred for the storm water detention/retention and outlet facilities, and giving the City of Livonia the right to impose liens on each lot owner's property pro rata and place said charges on their real estate tax bills in the event said charges are not paid by the condominium association (or each lot owner) within thirty (30) days of billing for the City of Livonia.
9. 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
10. 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.

Mr. Wilshaw: Is there any discussion?

Mr. Bongero: Just on condition #8 with the right to impose liens from the city...I guess this would go to Mark. Is it just because we know that there is a problem with or there has been a problem in the past with flooding in that area, so it is imperative that the detention pond is serviced regularly, right? So, if the city comes in and they have to service it, they are going to charge the association. Is there an agreement that is going to be annual...like an annual service on it? You know what I mean? Is that why that condition is worded like that?

Mr. Taormina: That is standard language for these types of projects. It is language that is not unique to this development. Whether this area experiences flooding problems...what was referenced earlier it does not have bearing on this particular condition in terms of the sanitary sewer issue. This relates to the maintenance of the storm water management basin I believe and if there is a failure to maintain that then the city has the right to go in there to perform the maintenance and then charge that back to the owners within the development. That only happens in circumstances where there has been a failure to maintain it. I am not aware of there being an annual service check or anything like that.

Mr. Bongero: I know we kind of ran into it in our neighborhood. That is why I was inquiring about it.

Mr. Taormina: I think it is in the event that there are any issues, the city will inspect it and if they require maintenance to be performed and there is a failure to do so, that is when that provision kicks in.

Mr. Bongero: Thank you.

Mr. Wilshaw: Thank you, Mr. Bongero. Any other questions or comments regarding this motion?

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

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 8, 2021**

Meeting was called to order via Zoom remote technology at 8:38 p.m. by President Kathleen McIntyre. Present: Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); Cathy White (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

2) REQUEST TO EXTEND WAIVER USE APPROVAL TO NEW OWNER: Edmond Leung, re: Petition 2014-10-02-14, submitted by Elite Foot Spa, LLC, to operate a massage establishment on property located on the southeast corner of Plymouth and Stark Roads {34389 Plymouth Road) in the Northeast 1/4 of Section 33. (CR 373-14)

Edmond Leung, Petitioner, 14321 Westlake, Taylor, presented this request to Council. He stated he is here to seek Council's approval to operate a massage establishment. I believe that the type of massage or this type of service could be beneficial for the community, especially considering what we've been through for the past year, with increased stress and anxiety, etc. Proper guidelines and sanitation procedures will definitely be emphasized. I'm also aware of human trafficking issues, that is something that I loathe, I speak highly against that all the time personally. I've also spoken to the former tenant of this location and he has expressed that he is no longer interested in pursuing this type of establishment due to personal reasons. I believe this will be a good opportunity to bring some relief to the community.

Vice President Bahr asked if the Petitioner has background in this type of business and Leung replied yes, he also has family who also established this type of business in the City of Livonia. They've been servicing the community for roughly ten years now and have had no problems. They are grateful for your support in the relationship.

Bahr asked what businesses are those and Leung replied it is another massage spa located at Five Mile and Newburgh, New Life Acupressure. Bahr asked if there were any others and Leung replied not massage, but that he also has family that established a business in Laurel Park Mall, it's a noodle restaurant. Bahr asked if he is taking over Elite Foot Spa or establishing his own business and Leung replied yes, this will be his business solely. Bahr asked if it will retain the same name and Leung replied no, there will be a slight change to the name. Bahr then asked as far as employee base and operations and everything, you're just taking over the existing business and Leung replied correct. Bahr asked if he has an active role in New Life Acupressure and Leung replied he manages, he does the communications and all the emails and all the boring stuff. Bahr then asked if he owns New Life and Leung replied no. Bahr asked what relationship he has with New Life and Leung replied his mother is the owner of it. Leung said that he is somewhat familiar with this type of arena, this environment, this type of

massage service. Bahr asked how did this particular business opportunity come to your attention and Leung replied that he crossed paths with the former tenants and he spoke about his personal reasons of not wanting to continue anymore and I thought it was a good opportunity. I personally believe in massage therapy; I think it's very beneficial. I know it doesn't work for everybody but I think in the majority of the cases, I think it can be very relieving and relaxing to most people.

Councilmember Jolly asked the Petitioner if he found there was an overwhelming demand for this type of service to the point where we would have to continue to offer waivers for more and more businesses like this? And I'm not asking to put you on the spot here, but I notice that we have quite a few of these that come before us quite often and I'm curious if the demand is really what it appears to be by the amount of inquiries we get before this. That's the first part and the second part is you plan on staffing one of these facilities. I'm just curious where all the employees come from and all of these separate locations in the industry, just out of curiosity where do you hire the people from in terms of their credentials and that sort of thing.

Leung replied personally based on what he researched, he sees that this type of industry is increasing, the demand is increasing, that's just based on my research. And when it comes to employees, I do have like social media and those types of resources to contact licensed massage therapists. Foot massages will heavily be emphasized at this location but also full body massages as well and I know licensed massage therapists will be heavily emphasized. And social media, I do have connections to seek people and employees through social media. I don't think that will be difficult when it comes to employees and licensed massage therapists.

Jolly then asked if the Petitioner finds with his mother's establishment that there is such a demand that she does not have the capacity to provide all the services that are wanted from her business.

Leung replied yes, he personally believes that the demand is high enough to cater to increased numbers of demand.

Councilmember McCullough asked about the term licensed massage therapist and who would be holding the license in this establishment.

Leung replied he has two therapists in mind and they are licensed, would you like their names and McCullough asked if they are part of the current establishment, the ones he is looking at. Leung said one is part of the current establishment, they are licensed, their service is very exceptional.

McCullough then asked the Petitioner to provide more back-up information prior to the next meeting.

Councilmember Toy asked what the hours will be and Leung replied they will range probably from 9:00 a.m. to 9:00 p.m., seven days a week. Toy then asked if the two

employees are part of the current establishment and Leung replied at least one for sure. Toy asked how many employees would he have on staff for the twelve hour shift and he replied at first three to four. Toy asked if currently Elite does more foot massage and Leung replied yes, that will be emphasized the foot reflexology massage, deep tissue Swedish. Toy then asked if Leung is licensed and he replied he is certified as a massage therapist apprentice, so he does have some experience, and has been practicing in the business for roughly ten years.

Councilmember Toy offered an approving and denying resolution for the Regular Agenda.

Vice President Bahr asked Leung what his role would be in the day to day operation of the business and he replied, managing, communication with the customers, making sure the relationship is up to par, everyone is satisfied.

DIRECTION:

1)APPROVING
2)DENYING

REGULAR



REPORT TO THE LIVONIA CITY COUNCIL

Council Office
February 26, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Sara Kasprovicz, Council Office Manager

AGENDA ITEM

REQUEST TO EXTEND WAIVER USE APPROVAL TO NEW OWNER: Edmond Leung, re: Petition 2014-10-02-14, submitted by Elite Foot Spa, LLC, to operate a massage establishment on property located on the southeast corner of Plymouth and Stark Roads {34389 Plymouth Road) in the Northeast 1/4 of Section 33. (CR 373-14)

BACKGROUND

RECOMMENDATION

To extend the waiver use approval from Edward Davis to Edmond Leung for Elite Foot Spa located at 34389 Plymouth Road.

FISCAL CONSIDERATION

None

ATTACHMENTS

1. S030821 Req to transfer waiver use approval to new owner (Elite Foot Spa)
2. S020821 Req for Waiver Use Approval To New User (Elite Foot Spa) Minutes
3. S020821 Req for Extension of Waiver Use - Elite Foot Spa (WAIVERS)
4. S120114 Pet 2014-10-02-14 (Elite Foot Spa) 34389 Plymouth Road CR 373-14

APPROVED BY

From: Edmond Leung <edmondleung24@gmail.com>
Sent: Friday, February 26, 2021 1:21 PM
To: Kasprowicz, Sara
Subject: Re: Elite Foot Spa

Yes, I would like to proceed. Please set it up. Thank you for your help.

On Fri, Feb 26, 2021, 1:17 PM Kasprowicz, Sara <skasprowicz@livonia.gov> wrote:

Good Afternoon Mr. Leung,

You will need to request a transfer of waiver use approval to a new owner, as the current conditions are specific to the current owner.

This would be done as a request to Council for approval. If you wish to pursue, I could set up your information to go on a future Study Agenda.

Once finalized, I will send the agenda to you and you will be required to attend to speak about your request. Right now, the Council meetings are done virtually via Zoom, however, that could change back to the auditorium in April. This decision will be determined at a later date.

Best of luck to you,

Sara



Sara Kasprowicz
Program Supervisor
City of Livonia | City Council Office
(734) 466-2250
skasprowicz@livonia.gov
www.livonia.gov



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From: Edmond Leung <edmondleung24@gmail.com>
Sent: Friday, February 26, 2021 1:01 PM
To: Kasprowicz, Sara <skasprowicz@livonia.gov>
Subject: Elite Foot Spa

Hello,

My name is Edmond Leung. I am contacting you because I am interested in opening a massage/foot spa in Livonia. I was given your contact information by the former tenant of the property at 34389 Plymouth Road formerly known as "Elite foot spa". The former tenant has expressed that he has no interest in continuing the business at this location and supports my pursuit of opening and establishing this business. I have also spoken to the property manager of this location and they also support this decision. My family has established other businesses in the city of Livonia and they have been gratefully, satisfied with the results and with the cooperation of the city. One of the businesses also being a massage/acupressure spa known as "New life acupressure"

I personally believe that massage therapy has a wide range of benefits for the mind and body. Considering the increased levels of stress during the pandemic, I believe this type of service could benefit the community. I will place emphasis on sanitation procedures and proper guidelines to ensure exceptional service.

Please feel free to contact me with any suggestions, questions, or anything else required to move forward with this process. Thank you for your time and consideration.

Edmond Leung

Edmondleung24@gmail.com

734.776.4737

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 8, 2021**

Meeting was called to order via Zoom remote technology at 8:00 p.m. by President Kathleen McIntyre. Present: Jim Jolly (Livonia, Michigan); Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

1) REQUEST FOR WAIVER USE EXTENSION TO NEW USER: Melissa Wojnar-Raycraft, representative of Mike Cox Law Firm, on behalf of XiaoPing Hoob, re: Petition 2014-10-02-14, submitted by Elite Foot Spa, LLC, to operate a massage establishment on property located on the southeast corner of Plymouth and Stark Roads {34389 Plymouth Road) in the Northeast 1/4 of Section 33. (CR 373-14)

Melissa Wojnar-Raycraft, attorney on behalf of the Petitioner, presented this request to Council. She stated her client is Elite Foot Spa and the current owner of Elite Foot Spa is Edward Davis and he would like to sell the spa to his longtime manager, which is Ms. Hoob, and the tenant space has been open for almost six years now. The resolution that was granted five or six years ago and included a clause that any transfer of the waiver use had to be approved, so that's why we're here to have it transferred to the manager so that it's seamless.

Councilmember Toy stated she has received a couple of communications on this and I sent them to most of you, if not all of you, in regard to one person from our City contacting me. If I may, Madam Chair, there were some questions that Miss Hoob, I believe that's how you pronounce it, I'm not sure, is not listed as an owner of this business on the Michigan Department of Licensing form. It shows the owner as Edward Davis. I think perhaps she just explained that to us but I'd like to get her reaction and I have a couple other questions as well, if I may, Madam Chair.

Raycraft replied that the spa is not sold to Miss Hoob yet, Edward Davis is still the owner of the spa and we're in the process of putting together purchasing paperwork and one of the steps on that though is the transfer be approved as part of the purchase. She is not currently an owner. She will be an owner if she purchases the spa.

Toy stated she doesn't want to get into anything overly personal here, Ma'am, but since you're representing them I probably need to ask you a couple more questions that a few other people have been concerned with and one being that they operated a massage business in Columbus, Indiana, and had some issues in 2012; are you familiar with any of that?

Raycraft replied she is not.

Toy said it involved several things as related to me in this communication and there was a court order on that as well and they were actually charged as well on that. So you may want to look into that. And then they were also banned from operating in that county as of several years back, it looks like from the information I have. And then within the last couple years it looked like that they had then moved to Michigan and that they now want to obtain a Michigan massage license to operate Elite Foot Spa, okay, and it shows that Mr. Hoob, I should say, is living in Indiana and Mrs. Hoob is in Washington state where they lived before moving to Indiana. So, there's some explaining here because as we look at some of the kind of issues with some of these businesses, there can be some interesting things that go on in some of these areas even though they're licensed and they operate, many in good faith, many with some issues. And I know when we try and check people's backgrounds, human trafficking becomes a charge of that and was also cited in this communication I have and that I also forwarded to the Council members. So I guess I should have also sent it to the City Attorney which I will do as well. But if you answer any of those questions, I'm not trying to accuse anyone but I have a lot of information in this document that I don't want it shared to cast dispersions on them but we certainly need some answers, I guess, at least this Council person does.

Raycraft asked if those charges just in Indiana or are any of those concerns in Michigan? Because Elite Health Spa has been at that location for almost six years and Ms. Hoob has been a licensed massage therapist for just as long and she does not have any complaints on her massage license with the State of Michigan which you can look at that online and I did look at that and she hasn't had any published complaints in Michigan. I can't speak to what may have happened in Indiana because I didn't look in Indiana, I just know what's happened over the last six years at Elite Health Spa that's here. I do know that I don't know that Miss Hoob and Mr. Hoob are together anymore which would explain why she's here and he's in whatever state that you said he was in. But I also don't have the document in front of me that you have in front of you.

Toy stated she is quoting out of the document I do have that this individual also sent me and they're concerned. So, no, I don't have anything as it relates to the State of Michigan, but I am concerned with the character of individuals that want to operate, whether it's in our state, in our county, in our city, whatever, that may have some very questionable practices, okay, that's kind of where I'm coming from on it. So, you might want to look into that for your buyer as we move forward.

Raycraft stated she would just say that as they've been there for the last six years in that location, none of that's come to light to the City of Livonia or the Police Department or the State of Michigan. If anybody else has any questions, I'd be happy to answer what I can answer.

Vice President Bahr said my question for the attorney, it's my understanding, and correct me if I'm wrong, this has been a foot massage place for the last six, seven years, since 2014 and they're now adding massage services, is that right?

Raycraft replied that's not correct. They've been a foot massage place and a massage therapy place. But there isn't any new services being added at this time, all we're doing is asking for the waiver use that they've had for the last six years to be transferred from Edward Davis to Miss Hoob. So they've already been established as a massage therapy place and a foot reflexology place for six years in this location. All we want to do is when you transfer ownership, this waiver use has to get transferred as well, so not adding anything new.

Bahr asked if the prospective owner has been there the whole time and Raycraft replied yes.

Bahr then asked Planning Director Taormina, just looking at the floor plan for this, we obviously deal with massage establishments from time to time, but typically I thought we required, we generally have them have a pretty open floor plan. I'm surprised by how much this is broken up, it was approved prior to my time on Council, so I don't --- I guess I would have been on Planning Commission so it probably did come before me, I don't remember this. Is that usual, to have a floor plan like that for what we approved here?

Taormina replied it really depends on the services being offered. I think this is discussed in nearly every instance where we have a massage establishment and depending on the need for privacy, some are open, some have semi-enclosed rooms for purposes for body massages and that sort of thing, so it's a combination again of the Commission and Council typically asks these questions during the review process. I'm going to assume that those questions were asked back in 2014. I have the minutes here and I'm guessing those questions were asked and I might be able to provide a little more information if you give me a few minutes.

Bahr then asked Raycraft just to reiterate again, you don't have any knowledge of anything that happened with this prospective owner prior to 2014 and Raycraft replied I do not. Raycraft stated I only looked at her Michigan history, I didn't look at anything in Indiana.

Bahr stated I did some independent research on it; it doesn't take too much searching to find publicly available information about some things that are pretty concerning on this and it's hard for me to look past that. So, I'm going to offer a denying on this.

Councilmember Jolly asked Raycraft if she could explain the terms of the sale just in terms of is it an immediate sale of the full capital of the company or is it spread out over a period of years where the purchase price will be paid? How quickly will Mr. Davis be leaving any relationship with this business?

Raycraft replied the terms of the purchase haven't been solidified yet, we're at the very beginning, so I'm not sure if it's going to be lump sum from Miss Hoob yet or spread out yet, but one of the first steps I was taking was to look into this transfer first. So, they still have to work out their purchase terms.

Vice President Bahr said just a quick follow-up to his denying, I just want to point out, I purposely did not put it on Consent because I don't think we're going to get any answers to the questions that I had hoped to ask tonight, just based on the fact that Ms. Raycraft doesn't seem to be familiar with anything prior to what happened in Michigan. So, you know if there were more information to come to light over the next couple of weeks that can alleviate the concerns on this, that's why I'm not offering it for Consent, but at this point I have too many concerns about this to approve it, I just wanted to explain that.

Taormina stated in looking at the Planning Commission minutes from 2014, it would appear that the question was asked about the rooms and the response by Mr. Davis at the time was that those rooms were pre-existing, apparently this was a chiropractic office and they didn't want to eliminate those rooms and the type of massage being conducted or services then was it looks like it was pretty much limited to reflexology, but massage was going to be the primary service it would appear. So I just thought I'd add that information to Mr. Bahr's question.

Councilmember Toy stated in light of the situation and without getting too deep dive into this at the moment, and as has been mentioned, perhaps obtaining some more information for both the Petitioner and whoever, I'd want to offer as well for an option a Committee of the Whole just in case we want to get into anything a little bit deeper and ask for some reports and things like that, if we may. And through the State it may take a few minutes so, I'll offer that as well, Madam Chair.

President McIntyre opened the floor for questions from the audience. Hearing none, she stated to Ms. Raycraft, there is a denying resolution offered and a resolution referring to Committee of the Whole that will come up on the Regular Meeting of Monday, February 22nd, so you will need to be present at that meeting and I guess I'd suggest if there's any additional information that you'd like to communicate to the Council, that you could get that sent to the Council office and have any information shared with the Council prior to that meeting. And it look like Mr. Davis would like to address the Council.

Edward Davis, current owner of Elite Foot Spa, stated I just wanted to talk to Council a minute. I know I have counsel here; she's basically been representing me; I have other businesses that I'm working with that I own. I just want to explain a couple things maybe, and maybe this isn't the time, I'm not sure, but I've owned the Elite Foot Spa for six years and Miss Hoob has worked for me for the six years. She did prior have some – she tried to open up her own establishment in Indiana. She was not aware of how tax would get paid and how to do bookkeeping and so on and so forth. So, she did have some issues there with the tax thing, so they basically shut her down. They did I guess basically file whatever it is, you know, trouble for her. Since then I have helped her, we've gotten that taken off of her record, she has no record of any misdoing, it was basically over a tax thing. Since then I've basically worked with her, teaching her the laws and how to run a business and that kind of thing. So she doesn't run it currently everything, I do a lot of it, but she does understand quite a bit of things now.

So she's much more rounded in being able to take over this business, sell this business to her. I personally am working on my retirement. This is one business that I don't need or want anymore. The other one I'll be removing myself, too, down in a year or so. So this business will be all her but I have pretty good confidence that she would be able to run this business, despite the things that you guys probably have researched and seen. So I just wanted to say that I don't know I might be, with my counsel, she might be mad at me for saying things. But I wanted to explain that this is how this was all about. So really she's not been in any trouble but she didn't understand the U.S. laws and how to run a business.

Vice President Bahr said to Davis, I appreciate what you said tonight. As you were talking I've been looking back. I have a little bit embarrassment I have to confess. I almost always read all the minutes that are provided to us. This one I spent so much time looking into some of the concerns and researching that myself that I failed to do that. But as you were talking I was going back and looking. I actually do remember this coming before us on Planning Commission and I think I remember you as well. Can you remind me, how did you first come in contact with Miss Hoob or how did she find you, you know, for this arrangement back in 2014?

Davis replied I met her, I actually met her in a CVS store, she was trying to locate, I forgot now what. I helped her find it. I met her. I had previously went through a divorce and basically I just met her and we got, you know, I ended up talking with her and so on and so forth and I became friends with her for a while and then I decided that I wanted to venture into foot reflexology in the State of Michigan because they didn't have anything like that. And basically she had told me that she had worked in different places and so on and so forth. So, it was just one of those kind of things.

Bahr said the main reason I ask and I think and I don't need to – it's not because I want to delve into more than I need to, but the main reason I ask is you did not have prior experience with a foot spa like this prior to this, right, this is the first of this type of business that you've had and Davis replied you're correct.

Bahr said and you entered into this business because you knew her and you knew she had expertise in that area and that's what brought you into this type of business?

Davis replied I entered into this business because my other company, I travel a lot, so I go to California considerably alone at times and because I travel a lot they have some – in different states they had some great foot places where you really get some good relief and I believed 100 percent in it because I experienced it and when I got back to Michigan there's nowhere you could go to get this so I thought this would be a really good business to have for to help people out. And it has been a very good business for that.

Bahr asked is there a need for your business model to have all the separate rooms that are currently there now? I know back seven years ago you just didn't want to go to the expense I don't think of removing them because they were there previously.

Davis replied basically there's only two massage rooms, they were existing, we did not tear them down. We only have two massage rooms. The rest of all the rooms are wide open. In the last year we did make a couples massage room so that we could allow couples for Valentine's Day and so and so forth. So there is only really three rooms that can do oil massage and everything else is open. So 90 percent of the building, that space is open.

Bahr asked how many employees he has doing the massages and Davis replied right now I only have two, but I'm actually going to close for a couple weeks because I just have too many things going on and I'm trying to get this thing approved or see if we can or what we're going to do.

Bahr said when you say right now you only have two, is that due to Covid, and when you're running full speed how many do you have and Davis replied I've had up to four. Bahr then said and one of those is Miss Hoob, right, and then three additional ones and Davis replied correct. Bahr then asked if every one of them is licensed and Davis replied no, sir. Davis said under foot massage you don't have to be licensed. So anybody that does body massage is licensed. Bahr asked how many in addition to Miss Hoob are licensed to do the body massage and Davis replied I've always had two.

Councilmember Jolly asked Davis if he can briefly explain what your participation was in terms of managing this; were you on site on a regular basis on the business end, you know, who's doing the books and that sort of stuff?

Davis replied unfortunately, that's one of the things, besides retiring I feel that I am not able to spend the amount of time that is required to be on site because of my other businesses have taken off so good. So I don't have the time to spend. Through the years I tried to be there as much as possible but I can be honest with you, I'm not there as much as I should be.

Jolly asked over the course of the last six years on a typical week would you say that you spend 10 to 20 hours there a week or 20 or more hours there a week?

Davis replied less than 20, maybe 10, maybe 10 hours a week.

Vice President Bahr stated there are still things to sort through on this, but as I've cleaned out the cobwebs of what we heard seven years ago when this came before us and listened to them tonight, I still have concerns but I'll offer an approving as well as the denying for us to consider in two weeks.

President McIntyre said Mr. Davis and Ms. Raycraft, you now heard that we have an approving resolution, a denying resolution, and a resolution referring this to the Committee of the Whole, so again, we request that you join us at the Regular Council Meeting, which will be Monday night February 22nd at 7:00 p.m. And if there's any

additional information that you would like to get into Council's hands prior to that meeting, please contact the Council office.

DIRECTION:

1) APPROVING

REGULAR

2) DENYING

3) REFER TO COMMITTEE OF THE WHOLE

From: [Melissa Wojnar-Raycraft](#)
To: [Kasprowicz, Sara](#)
Cc: [Melissa Wojnar-Raycraft](#); [Crystal Sharkas](#); [Ed Davis](#)
Subject: Request for Extension of Waiver Use/ Elite Foot Spa
Date: Tuesday, January 26, 2021 6:06:37 PM
Attachments: [21.01.26 ltr to Livonia City Council.pdf](#)

January 26, 2021

Sara,

Please see the attached request for extension of waiver use on behalf of the Elite Foot Spa to be added to the agenda for the February 8, 2021 City Council Study meeting. Please advise if there is any other information the Council will need.

Thanks for help.
Melissa

Melissa Wojnar-Raycraft



The Mike Cox Law Firm, PLLC
17430 Laurel Park Drive North, Suite 120
Livonia, MI 48154
mraycraft@mikecoxlaw.com
Office: [734-591-4002](tel:734-591-4002)
Facsimile: [734-591-4006](tel:734-591-4006)

17430 Laurel Park Drive North
Suite 120 E
Livonia, Michigan 48152



Telephone: (734) 591-4002
Facsimile: (734) 591-4006
Email: mraycraft@mikecoxlaw.com

January 26, 2021

VIA EMAIL

Livonia City Council
33000 Civic Center Dr.
Livonia, MI 48154
Attention: Sara Kasprovicz, Council Office Manager
Email: skasprovicz@livonia.gov

**RE: Edward Davis, Elite Foot Spa, LLC,
34389 Plymouth Road, Livonia, Michigan
Request for Extension of Waiver Use to a New Owner**

Dear Council Members,

The Mike Cox Law Firm, PLLC represents the Elite Foot Spa, LLC (“Elite Foot Spa”) and Mr. Edward Davis in the above referenced matter.

Mr. Davis, the current owner of the Elite Foot Spa, requests that the Livonia City Council (“Council”) approve an extension of the waiver use to a new prospective owner, Ms. XiaoPing Hoob, licensed massage therapist (license #7501005730), and manager of the Elite Foot Spa.

On December 15, 2014, the Council adopted Resolution #373-14 which approved the special waiver use per Section 11.03(u) of the Zoning Ordinance #543 to Elite Foot Spa to operate a massage establishment at 34389 Plymouth Road within the Senate Plaza. See attached.

The City Council’s Resolution #373-14 included a requirement that Council approve an extension of the waiver use to a new owner:

FURTHER, that the petitioner shall enter into a conditional agreement limiting this waiver use to this user only, with the provision to extend this waiver use to a new user only upon the approval of the new user by the City Council.

For five years, the Elite Foot Spa has provided outstanding and affordable foot reflexology and body massage services to the residents of the City of Livonia. Ms. Hoob has managed the Spa for five years. The property manager of the Senate Plaza, Craig Gonzalez, can confirm that the Elite Foot Spa has been an excellent tenant for five years and he would like to keep the Spa as a

Letter to Livonia City Council
January 26, 2021
Page 2

tenant in the Plaza. Mr. Davis would like to retire and sell his Spa to his manager, Ms. Hoob, and one of the necessary steps is the Council's approval of the waiver use to Ms. Hoob.

Mr. Davis requests that his request for an extension of the waiver use be added to the agenda for the February 8, 2021 City Council Study meeting and to agenda for the next City Council regular meeting on February 22, 2021.

If you have any additional questions, please feel free to contact me at (734) 591-4002 or mraycraft@mikecoxlaw.com.

Very truly yours,

THE MIKE COX LAW FIRM, PLLC



Melissa Wojnar-Raycraft, Esq.

Enclosure

CC: Mr. Edward Davis

**ADOPTED BY THE LIVONIA CITY COUNCIL AT THE REGULAR MEETING OF
DECEMBER 15, 2014**

#373-14 RESOLVED, that having considered a communication from the City Planning Commission, dated November 20, 2014, which transmits its resolution 11-62-2014, adopted on November 18, 2014, with regard to Petition 2014-10-02-14, submitted by Elite Foot Spa, L.L.C., requesting waiver use approval to operate a massage establishment (Elite Foot Spa), located on the southeast corner of Plymouth and Stark Roads (34389 Plymouth Road) within the Stark Plaza Shopping Center in the Northeast 1/4 of Section 33, the Council does hereby concur in the recommendation made by the City Planning Commission and Petition 2014-10-02-14 is hereby approved and granted, subject to the following conditions:

1. That this facility shall comply with all of the special waiver use standards and requirements pertaining to massage establishments as set forth in Section 11.03(u) of the Zoning Ordinance #543;
2. That this facility shall conform to the provisions set forth in Chapter 5.49 of the Livonia Code of Ordinances pertaining to massage establishments;
3. That the Petitioner shall not engage in any form of solicitation for business within the public right-of-ways of Plymouth or Stark Roads; and
4. That the Law Department determine what, if any, certifications are required in order for the Petitioner to engage in reflexology services at this location.

FURTHER, that the petitioner shall enter into a conditional agreement limiting this waiver use to this user only, with the provision to extend this waiver use to a new user only upon the approval of the new user by the City Council.

WAIVERS

Pet 2014-10-02-14

(Elite Foot Spa, LLC)

Approval of request to operate a
 massage establishment located on
 the southeast corner of Plymouth
 and Stark Roads (34389 Plymouth
 Road) within the Stark Plaza
 Shopping Center, Section 33.

#373-14 RESOLVED, that having considered a communication from the City Planning Commission, dated November 20, 2014, which transmits its resolution 11-62-2014, adopted on November 18, 2014, with regard to Petition 2014-10-02-14, submitted by Elite Foot Spa, L.L.C., requesting waiver use approval to operate a massage establishment (Elite Foot Spa), located on the southeast corner of Plymouth and Stark Roads (34389 Plymouth Road), within the Stark Plaza Shopping Center, in the Northeast 1/4 of Section 33, the Council does hereby concur in the recommendation made by the City Planning Commission and petition 2014-10-02-14 is hereby approved and granted, subject to the following conditions:

1. That this facility shall comply with all of the special waiver use standards and requirements pertaining to massage establishments as set forth in Section 11.03(u) of the Zoning Ordinance #543;
2. That this facility shall conform to the provisions set forth in Chapter 5.49 of the Livonia Code of Ordinances pertaining to massage establishments;
3. That the Petitioner shall not engage in any form of solicitation for business within the public right-of-ways of Plymouth or Stark Roads; and
4. That the Law Department determine what, if any, certifications are required in order for the Petitioner to engage in reflexology services at this location.

FURTHER, that the petitioner shall enter into a conditional agreement limiting this waiver use to this user only, with the provision to extend this waiver use to a new user only upon the approval of the new user by the City Council.

CONSENT AGENDA ITEMS (Regular Meeting of December 15, 2014)
--

Motion by: Toy
Seconded by: Scheel

ROLL CALL:

Ayes: Kritzman, Pastor, Meakin, Toy, Scheel, Nash, and Brosnan
Nays: None
Absent: None

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 1, 2014**

Meeting was called to order at 8:07 p.m. by Vice-President Meakin. Present: Brandon Kritzman, John Pastor, Laura Toy, Lynda Scheel, Susan Nash, and Brian Meakin. Absent: Maureen Miller Brosnan.

Elected and appointed officials present: Todd Zilincik, City Engineer; Mark Taormina, Director of Planning and Economic Development; Don Knapp, City Attorney; Terry Marecki, City Clerk; and Mayor Jack Kirksey.

23. **WAIVER PETITION:** Planning Commission, re: Petition 2014-10-02-14, submitted by Elite Foot Spa, L.L.C., to operate a massage establishment (Elite Foot Spa), located on the southeast corner of Plymouth and Stark Roads (34389 Plymouth Road), within the Stark Plaza shopping center, in the Northeast 1/4 of Section 33.

Mark Taormina, Director of Planning and Economic Development, presented the request to Council. He said, as Council may know, massage establishments require waiver use approval under the provisions set forth in Section 11.03(u) of the Zoning Ordinance. Elite Foot Spa falls under this requirement. The petitioner is proposing to operate a massage establishment within the Stark Plaza shopping center at the southeast corner of Plymouth and Stark Roads. This is a multi-tenant retail plaza on about 3.36 acres in area altogether. It is zoned C-2. The plaza itself is an L-shaped building with about 29,000 square feet of floor area. The largest single tenant is Senate Coney Island, which occupies a unit at the north end of the building adjacent to Plymouth Road. Elite Foot Spa would occupy an interior unit located along the westerly portion of the building closer to Stark Road. The site plan shows the approximate location where the new business would be located. This unit is about 2,300 square feet in size. No exterior changes are proposed to the building. In terms of parking, it's based on the useable floor area of the shopping center. Stark Plaza is classified as a Group Commercial Center with the required parking ratio of one space for every 150 square feet of useable floor area. The existing parking is more than sufficient to accommodate the proposed use. There are a number of special requirements as they apply to massage establishments. One is that there be a minimum separation of 400 feet between other massage establishments. This petition does comply with that requirement. There are no similar uses within 400 feet of the proposed Elite Foot Spa. Secondly, no massage establishments are allowed within 400 feet of a school, place of worship, state licensed daycare facility, public library, playground or public park. Again, Elite Foot Spa would comply with this requirement. Lastly, there is a zoning ordinance restriction regarding the hours of operation which are limited from 8:00 a.m. to 10:00 p.m. Taormina said

he believes the petitioner is aware of this but said they didn't have information regarding the exact hours of this business.

Cindy Elber, Pinckney, Michigan, was present on behalf of the petitioner, Ed Davis, who is currently out of town. She was present to answer any questions Council may have.

Toy asked Ms. Elber why they feel the business will be successful at this location. Ms. Elber said Mr. Davis does believe there is market for this service. Toy asked if there were separate rooms or if it is an open area concept. Elber replied it is open just like a hair salon or nail salon, it has different stations.

Toy offered the approving resolution for the Consent Agenda.

DIRECTION:	APPROVING	CONSENT
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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

November 20, 2014

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2014-10-02-14 - Elite Foot Spa, L.L.C. – Seven Day Waiver Request

Dear Council Members:

At the 1,064th Public Hearings and Regular Meeting held by the City Planning Commission on November 18, 2014, in the Livonia City Hall, the following resolution was unanimously adopted:

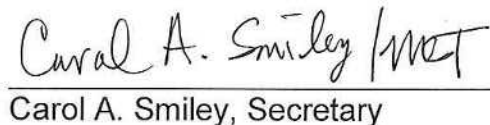
#11-63-2014 **RESOLVED**, that the City Planning Commission does hereby determine to waive the provisions of Section 10 of Article VI of the Planning Commission Rules of Procedure, regarding the effective date of a resolution after the seven-day period from the date of adoption by the Planning Commission, in connection with Petition 2014-10-02-14 submitted by Elite Foot Spa, L.L.C. requesting waiver use approval pursuant to Section 11.03(u) of the City of Livonia Zoning Ordinance #543, as amended, to operate a massage establishment (Elite Foot Spa) at 34389 Plymouth Road within the Stark Plaza shopping center, located on the southeast corner of Plymouth and Stark Roads in the Northeast 1/4 of Section 33.

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
Ed Davis, 11960 Chase Blvd., Livonia, MI 48150
George Dimopoulos, 43580 Scenic Lane, Northville, MI 48167

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

November 20, 2014

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2014-10-02-14 - Elite Foot Spa, L.L.C.

Dear Council Members:

At the 1,064th Public Hearings and Regular Meeting held by the City Planning Commission on November 18, 2014, in the Livonia City Hall, the following resolution was unanimously adopted:

#11-62-2014 **RESOLVED**, that pursuant to a Public Hearing having been held by the City Planning Commission on May 13, 2014, on Petition 2014-10-02-14 submitted by Elite Foot Spa, L.L.C. requesting waiver use approval pursuant to Section 11.03(u) of the City of Livonia Zoning Ordinance #543, as amended, to operate a massage establishment (Elite Foot Spa) at 34389 Plymouth Road within the Stark Plaza shopping center, located on the southeast corner of Plymouth and Stark Roads in the Northeast 1/4 of Section 33, which property is zoned C-2, the Planning Commission does hereby recommend to the City Council that Petition 2014-10-02-14 be approved for the following reasons or subject to the following conditions:

1. That this facility shall comply with all of the special waiver use standards and requirements pertaining to massage establishments as set forth in Section 11.03(u) of the Zoning Ordinance #543;
2. That this facility shall conform to the provisions set forth in Chapter 5.49 of the Livonia Code of Ordinances pertaining to massage establishments;

3. That the Petitioner shall not engage in any form of solicitation for business within the public right-of-ways of Plymouth or Stark Roads; and
4. That the Law Department determine what, if any, certifications are required in order for the Petitioner to engage in reflexology services at this location.

Subject to the preceding conditions, this petition is approved for the following reasons:

1. That the proposed use complies with all of the general waiver use standards and requirements as set forth in Section 19.06 of the Zoning Ordinance #543;
2. That the subject site has the capacity to accommodate the proposed use; and
3. That the proposed use is compatible to and in harmony with the surrounding uses in the area.

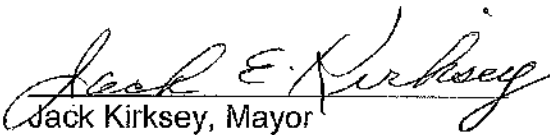
FURTHER, the Planning Commission recommends the approval of a Conditional Agreement limiting this waiver use to this user only, with the provision to extend this waiver use approval to a new user only upon approval of the new user by the City Council.

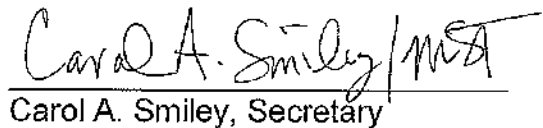
FURTHER RESOLVED, that notice of the above hearing was given in accordance with the provisions of Section 19.05 of Zoning Ordinance #543, as amended.

Very truly yours,

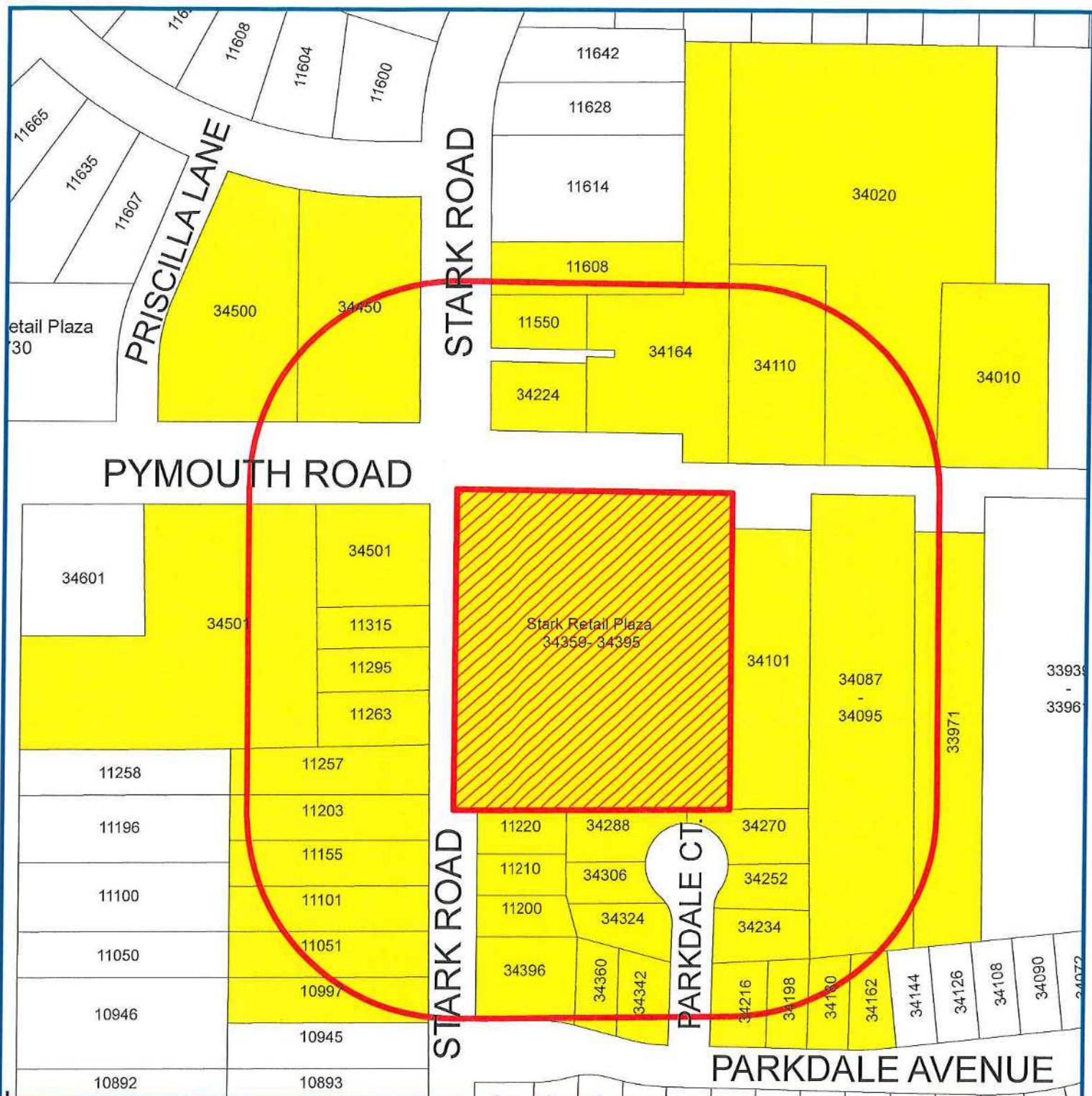
APPROVED FOR SUBMISSION

CITY PLANNING COMMISSION


Jack Kirksey, Mayor


Carol A. Smiley, Secretary

cc: Mayor, Clerk, Law, Inspection, Zoning Board of Appeals
Ed Davis, 11960 Chase Blvd., Livonia, MI 48150
George Dimopoulos, 43580 Scenic Lane, Northville, MI 48167



Notification Map

Petition 2014-10-02-14

Elite Foot Spa

34389 Plymouth Road/Stark Plaza

Operate Massage Establishment

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

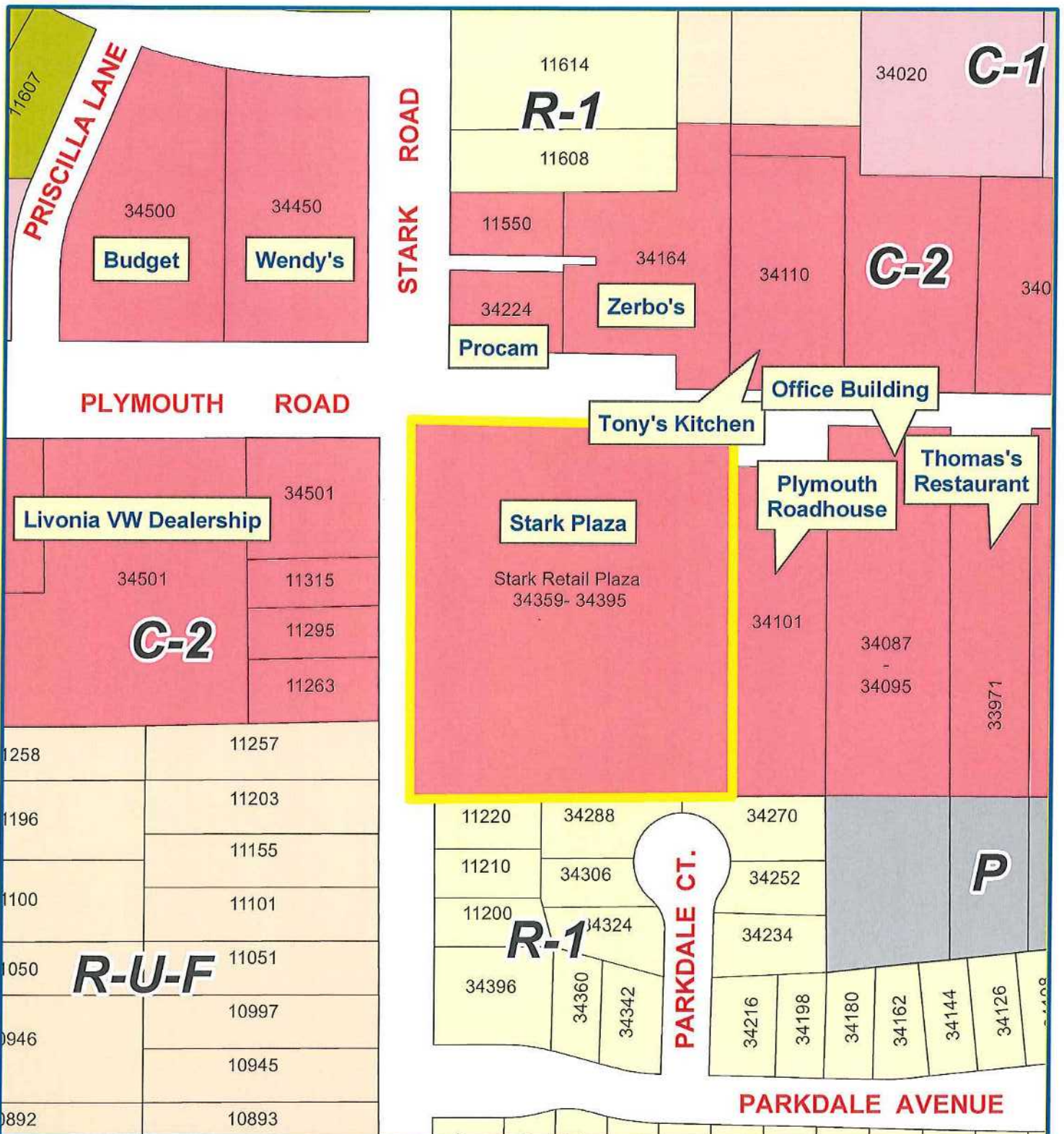


Not to Scale



City of Livonia
Planning Department

Date of Public Hearing: November 18, 2014



Address & Zoning Map

Petition 2014-10-02-14

Elite Foot Spa

34389 Plymouth Road/Stark Plaza
Operate Massage Establishment



Not to Scale



City of Livonia
Planning Department



Aerial Map

Petition 2014-10-02-14

Elite Foot Spa

34389 Plymouth Road/Stark Plaza
Operate Massage Establishment



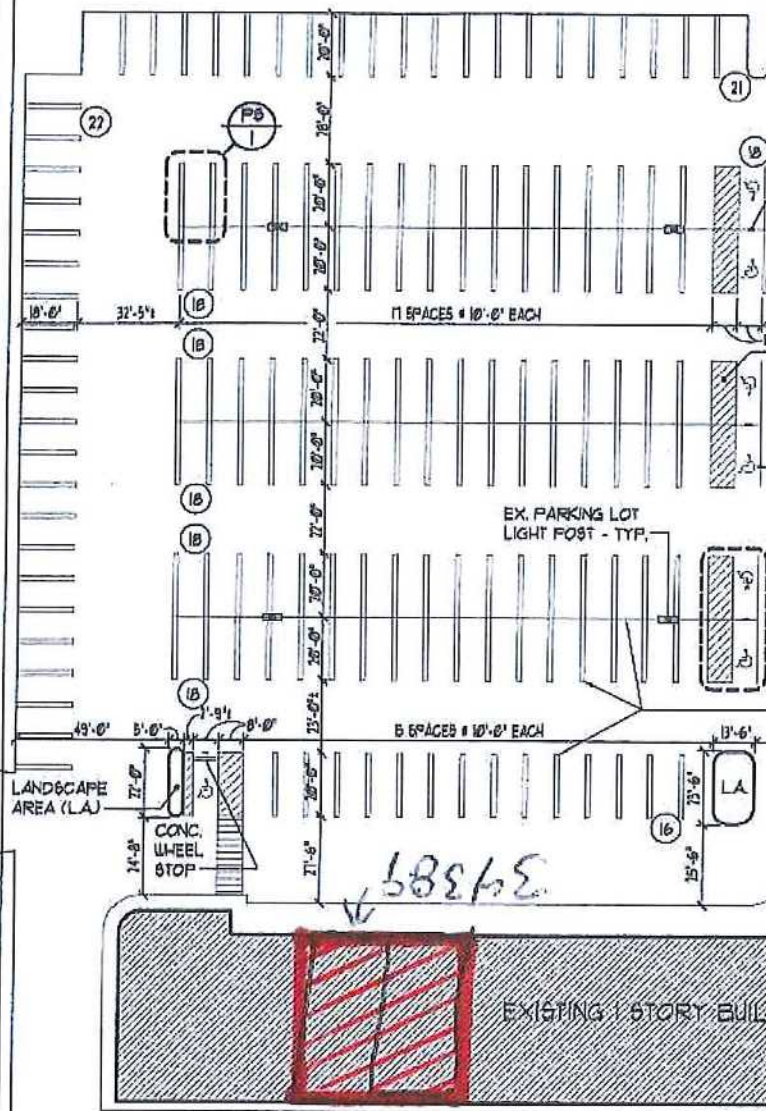
Not to Scale



City of Livonia
Planning Department

PLYMOUTH ROAD - 120 FT. WIDE

STARK ROAD - 66 FT. WIDE



12" X 18" VAN ACCESSIBLE BARRIER FREE PARKING SPACE SIGN EACH SIDE - POST MOUNTED - TYP. FOR THREE (3) - SEE DETAIL 10/1

4" YELLOW PAINT STRIPS CONTINUOUS AND AT 24" O.C. PERPENDICULAR - TYP. AT TWO (2) LOCATIONS

4" BLUE PAINT STRIPS AT 24" O.C. DIAGONAL - TYP.

PAINT BARRIER FREE SYMBOL BLUE - TYP.

4" BLUE PAINT STRIPS AT BARRIER FREE SPACES - TYP.

4" WHITE PAINT STRIPS - TYP. UNO.

4" WIDE X 8'-0" WHITE PAINT STRIPS

NORTH



PROPOSED PARKING SITE PLAN

SCALE: 1" = 30'-0"

TOTAL PROPOSED PARKING SPACES = 173 SPACES TOTAL
(9 B.F. SPACES)

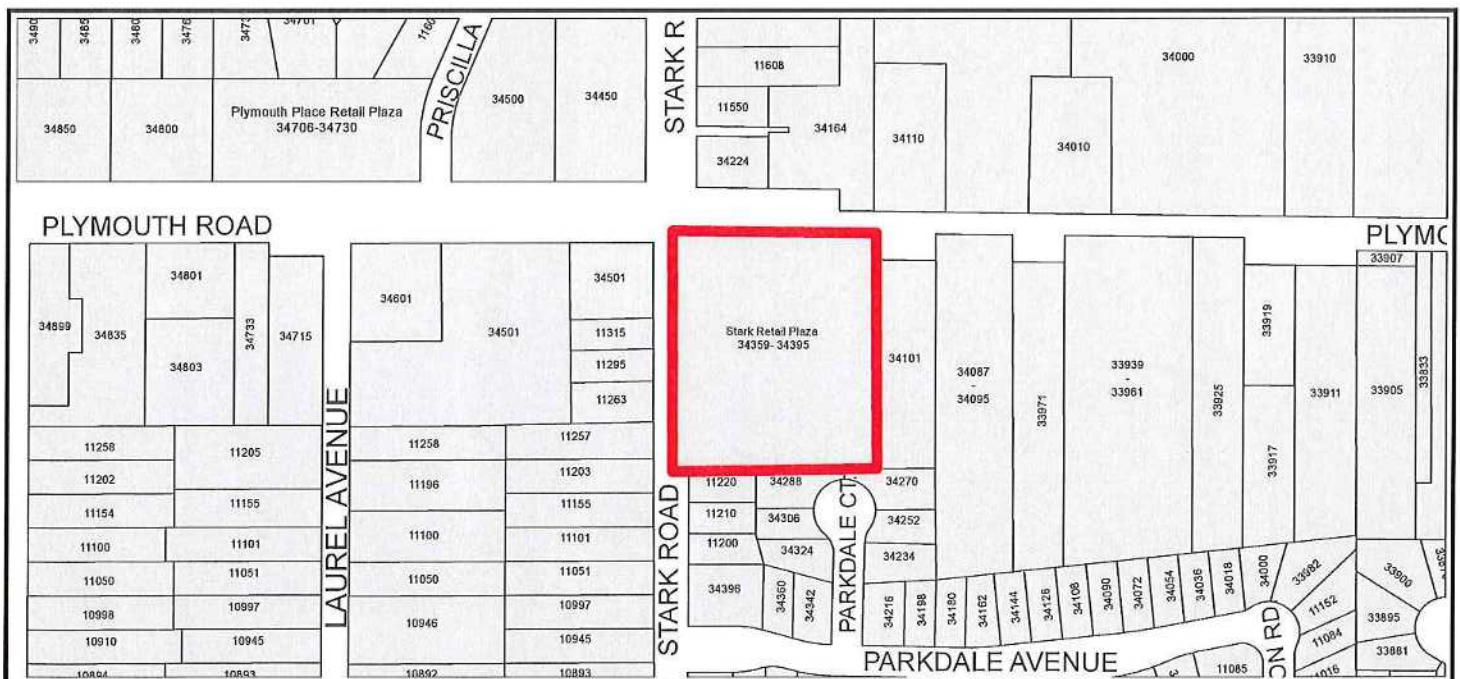
NOTICE OF PUBLIC HEARING
CITY OF LIVONIA PLANNING COMMISSION



33000 Civic Center Drive
Livonia, Michigan 48154-3097
(734) 466-2290
Fax: (734) 466-2108

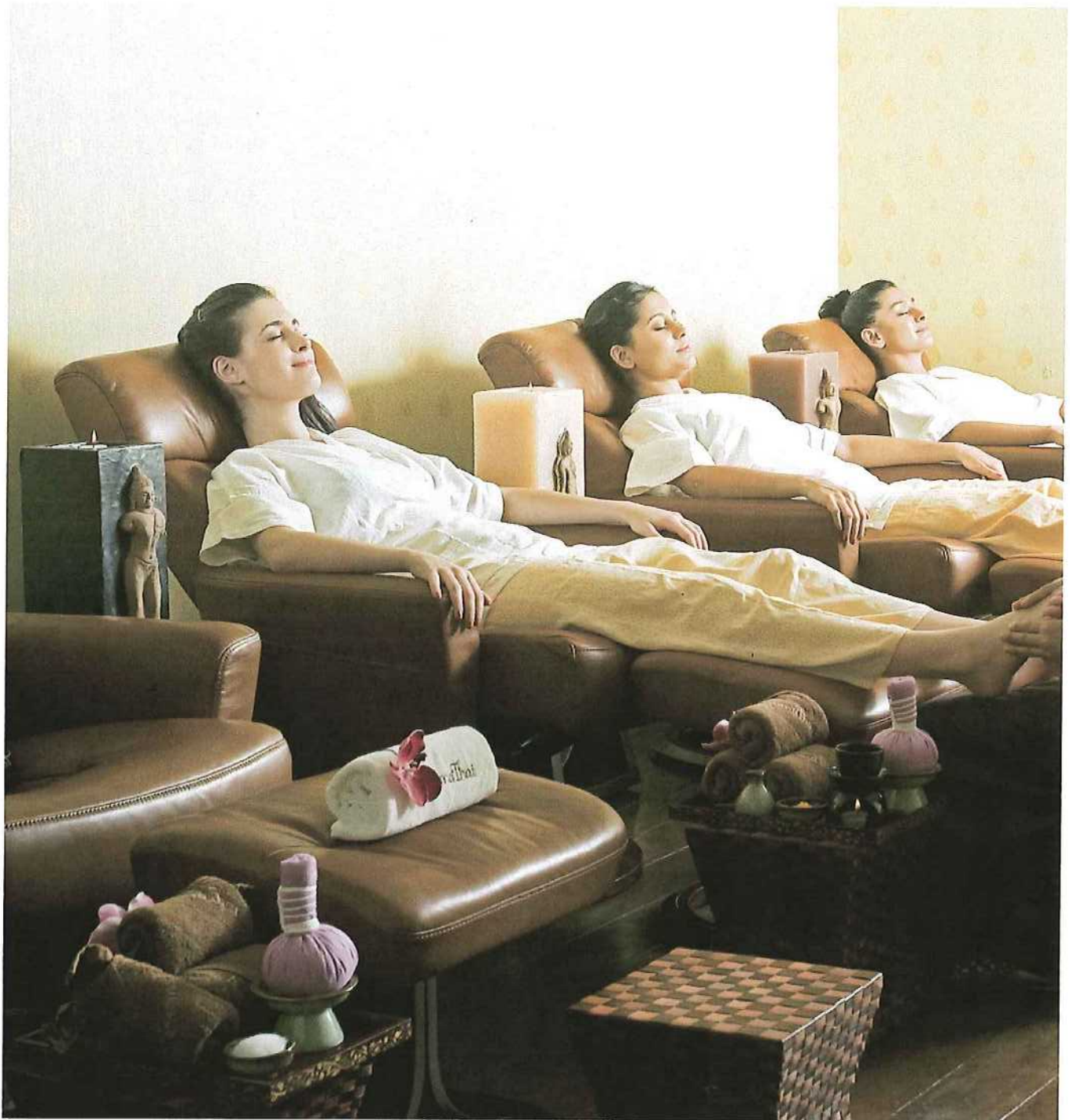
A PUBLIC HEARING WILL TAKE PLACE BEFORE
THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA
ON TUESDAY NOVEMBER 18, 2014 AT THE
LIVONIA CITY HALL, 33000 CIVIC CENTER DRIVE, LIVONIA, MICHIGAN
AT 7:00 P.M., OR AS SOON THEREAFTER AS THE AGENDA
WILL PERMIT ON THE FOLLOWING ITEM:

Petition 2014-10-02-14 submitted by Elite Foot Spa, L.L.C. requesting waiver use approval pursuant to Section 11.03 (u) of the City of Livonia Zoning Ordinance #543, as amended, to operate a massage establishment (Elite Foot Spa) at 34389 Plymouth Road within the Stark Plaza shopping center, located on the southeast corner of Plymouth and Stark Roads in the Northeast ¼ of Section 33.

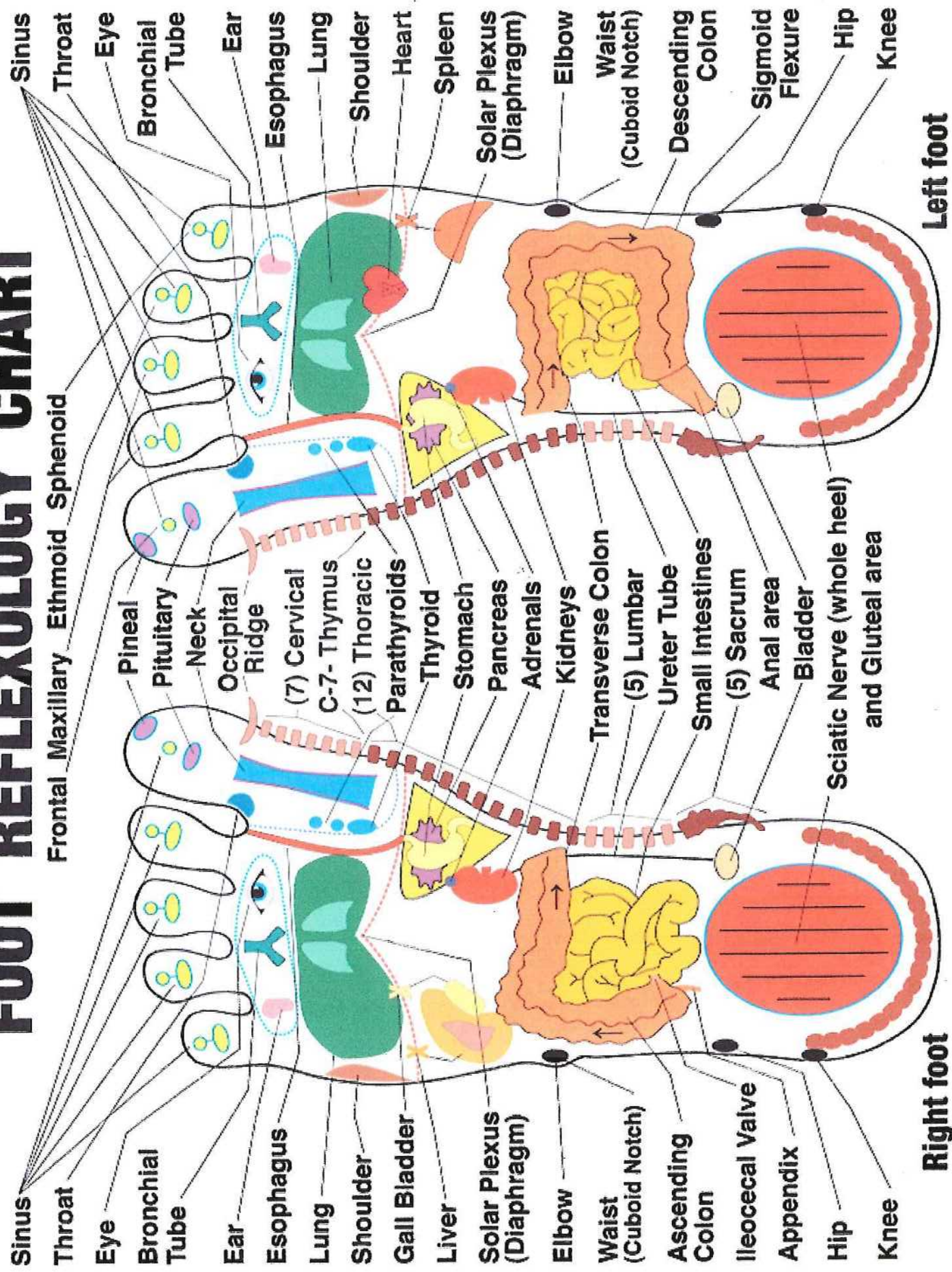


YOU ARE ENCOURAGED TO ATTEND THE PUBLIC HEARING AND PRESENT YOUR VIEWS ON THIS MATTER TO THE CITY PLANNING COMMISSION.

In accordance with Title II of the American with Disabilities Act as it pertains to access to Public Meetings, the Planning Department of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs. Please call 734-466-2290 if you need assistance.



FOOT REFLEXOLOGY CHART



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: November 18, 2014

To: Scott O. Miller

From: Jerome Hanna

RE: Petition 2014-10-02-14 -- 34389 Plymouth Road -- Elite Foot Spa

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

The following is noted:

1. All rear doors to the tenant spaces must be marked with the appropriate address. A minimum of 4 inches high numbers is required.
2. No signage has been reviewed at this time.

This Department has no further objections to this Petition. I trust this provides the requested information.

Jerome Hanna
Assistant Director of Inspection

JH/kdt

SM
File

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

October 28, 2014



Scott O. Miller, Planner IV
Planning Commission
City of Livonia

RE: Petition 2014-10-02-14, Elite Foot Spa, 34389 Plymouth Rd

This office has reviewed the site plan submitted in connection with a request to operate a massage establishment on property located at the above referenced address.

We have no objections to this proposal with the following stipulations:

1. Fire lanes shall be marked with freestanding signs that have the words FIRE LANE – NO PARKING painted in contrasting colors (on both sides) at a size and spacing approved by the authority having jurisdiction.
2. Chapter 36, New Mercantile Occupancies, and Chapter 7, Means of Egress, must be conformed to which includes Emergency Exit Signs, Emergency Lighting, Exit Pathways, Travel Distance, Occupant Load, and Extinguisher Requirements. NFPA 101, 2009.

Sincerely,

Daniel Lee

Daniel Lee
Fire Marshal

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
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

October 24, 2014

Mr. Scott Miller
Planner IV
City of Livonia



Re: Petition 2014-10-02-14 – Elite Foot Spa

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 site renovation at this time. The proposed plan indicates that project will consist of renovating the exterior of the building which will not require Engineering Department permits.

The legal description provided with the petition appears to be correct and is acceptable to this office. The existing parcel is assigned an address of #34359 Plymouth Road with a range of #34359 to #34395 Plymouth Road for the individual units within the building. The address of **#34389 Plymouth Road** does appear to be the correct location for the proposed Elite Foot Spa

The existing structure is currently serviced by public utilities, which are to remain in place. Should changes to the existing utility leads be needed, the owner will need to submit plans to the Engineering Department to determine if permits will be required.

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 dear@ci.livonia.mi.us or tzilincik@ci.livonia.mi.us.

Sincerely,

David W. Lear, P.E.
Civil Engineer II

cc: 2014 Petition File

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

October 21, 2014

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



Re: Petition 2014-10-02-14 Elite Foot Spa

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

A handwritten signature in black ink, which appears to read "Sgt. Boitos 1448".

Joseph Boitos, Sergeant
Traffic Bureau

Walter, Debra

From: planning@ci.livonia.mi.us
Sent: Wednesday, November 05, 2014 6:35 AM
To: ttokarz@att.net
Subject: Submission Confirmation

Name: Thomas Tokarz

Street: 11257 Stark Rd

City: Livonia

State: Mi

Postal Code: 48150

Telephone: 734-525-3916

Email Address: ttokarz@att.net

Summary Field: Pctition 2014-10-02-14 ELITE FOOT SPA Will not be available to attend hearing. I live across the street. First I'm all for new business. My question is- Will all activities at this establishment take place in private rooms or will it be an open space? How is this type of business regulated? I wish them well- but request that all activities take place in an open space, and be required never to have private rooms. Thanks for your time
Tom Tokarz

CITY OF LIVONIA - MICHIGAN
APPLICANT MONITOR REVIEW FOR 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 signature. **Filing fee = \$600.00 plus \$20.00 for each 1,000 sq. ft. of gross floor area of new construction.**

Date Filed: October 17, 2014 Petition # 2014 10 02 14
 Site Address: 34389 Plymouth Sidwell # 00019-2600 Zoning of Property C-7
 Requesting approval to Message business
 Applicant: Ed Davis Business/Company: Elite Foot Spa LLC
 Applicant's Address: 34389 Plymouth City: Livonia State: MI Zip Code: 48150
 Applicant's Phone # (313) 719-1268 Applicant's Fax # (734) 462-2553
 Contact Person: Ed Davis Business/Company: Elite Foot Spa
 Contact's Address: 34389 Plymouth City: Livonia State: MI Zip Code: 48150
 Contact's Phone # (313) 719-1268 Contact's Fax # (734) 462-2553

State whether you have previously received or applied for any determination from the Planning Commission, Zoning Board of Appeals and/or the City Council pursuant to the provisions of the Zoning Ordinance #543 with respect to this property. No (X) Yes () IF YES, state the date of such determination(s) or application(s) and attach a copy of the previous application(s) and resolution(s).

Please provide the following information:

- 1) **Site Plan** showing:
 - property dimensions, including road right
 - foot print of building, including dimensions
 - all easements, protective walls, sidewalks
 - any significant topographic features (e.g., parking layout, including type of surface)
 - method used in calculating parking requirements
 - location of light standards servicing parking
 - location of trash receptacle, including location
 - location of signs (if proposed must submit)
- 2) **Detailed Landscape Plan** including:
 - listing or labeling of all planted materials
 - areas to be fully irrigated
 - percentage of landscaping provided (1)
- 3) **Building Elevation Plan** depicting:
 - architectural quality
 - wall section & detail plan - exterior building
 - all visible rooftop mechanical equipment
- 4) **General Floor Plan** showing:
 - floor layout
 - entrances & exits
 - restaurants are required to illustrate seating arrangement & capacity
- 5) **Legal Description** of the property to be considered (Clearly Printed)
- 6) One (1) completed application form, twenty three (23) sets of full size drawings
- 7) One (1) set of reduced plans, a maximum of 11" x 17" in size, or digital file in a pdf format either on CD or emailed to amiller@clivonia.mi.us

SEND Notices
 to:
 EDWARD DAVIS
 11960 CHASE BLVD
 LIVONIA 48150
 313-719-1268

RECEIVED
 OFFICE OF THE CITY CLERK
 2014 OCT 17 PM 1:09

brick, dryvit

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

Owner of Property: George Dimopoulos - Manager Craig Gonzalez
 Owner's Address: 43580 Scenic Ln City: Northville State: MI Zip Code: 48167
 Owner's Phone # (734) 928-1126 Owner's Fax # (734) 928-1127

Signature of Owner of Property - Manager Craig Gonzalez 313-638-1777

Subscribed and sworn to before me, a Notary Public in and for the County of Oakland State of Michigan
 on this 10th day of October 20 14

Signature of Notary Kimberly L. Lethem My commission expires 07-24-2018

Acting in the County of Wayne

KIMBERLY L. LETHEM
 Notary Public - Michigan
 Oakland County
 My Commission Expires Jul 24, 2018
 Acting in the County of Wayne

CC: eng

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 2

Petition 2014-10-02-14 submitted by Elite Foot Spa, L.L.C. requesting waiver use approval pursuant to Section 11.03(u) of the City of Livonia Zoning Ordinance #543, as amended, to operate a massage establishment (Elite Foot Spa) at 34389 Plymouth Road within the Stark Plaza shopping center, located on the southeast corner of Plymouth and Stark Roads in the Northeast ¼ of Section 33.

October 28, 2014 Study Meeting:

The petitioner is requesting waiver use approval to operate a massage establishment at Stark Plaza shopping center. The site of the shopping center is 3.37 acres in area, and is located at the southeast corner of Plymouth and Stark Roads. Stark Plaza contains roughly 15 tenant spaces and 29,141 square feet of gross floor area. Senate Coney Island occupies the largest space at the north end of the shopping center. The subject site is zoned C-2 (General Business).

Massage establishments require waiver use approval in a C-2 District under the provisions set forth in Section 11.03(u) of the Zoning Ordinance. Massage Establishment is defined as *a place where manipulated massage or exercises are practiced for pay upon the human body by anyone using mechanical, therapeutic, or bathing devices or techniques...provided further, that the massages are administered only by certified massage therapists who meet the criteria set forth in Chapter 5.49 of the Livonia Code of Ordinances.*

Stark Plaza is an "L"-shaped building with one end of the center located close to Plymouth Road and the other end near Stark Road. Customer parking is located in front of the storefronts. The proposed massage establishment would occupy an interior unit located in the westerly portion of the center, set back from Plymouth Road and located closer to Stark Road. This tenant space is approximately 2,365 square feet in area. No exterior changes or modifications would occur to the building.

Parking for the new user is determined according to the parking requirement for the overall shopping center. Stark Plaza complies with the City's parking schedule for group commercial centers, and thus parking for the proposed massage establishment will be adequate.

The special requirements that apply to massage establishments include Section 11.03(u)(2), which specifies that no massage establishment shall be located within 400 feet of any other property which is either occupied or approved for a massage establishment. Elite Foot Spa complies with this special waiver use

PUBLIC HEARING

ITEM 2 Petition 2014-10-02-14 – Elite Foot Spa

Page 2

requirement: no other establishment dedicated to massage therapy is located within 400 feet of the proposed location.

In addition, Section 11.03(u)(3) specifies that no massage establishment be located within 400 feet of a school, place of worship, state-licensed day care facility, public library, playground, or public park, as measured from any point of the subject property to any point of the properties listed above. Elite Foot Spa also complies with this special waiver use requirement. None of the listed uses is located within 400 feet of the proposed massage therapy business.

The Zoning Ordinance restricts the daily hours of operation of any massage establishment from 8:00 a.m. to 10:00 p.m. The petitioner is aware of this restriction.

All massage establishments must conform to the provisions set forth in Chapter 5.49 of the Code of Ordinances, establishing the procedures and standards for licensing, as well as requirements for obtaining a massage therapist permit.

November 18, 2014 Public Hearing:

Approving Resolution: That this request to operate a massage establishment (Elite Foot Spa) at 34389 Plymouth Road within the Stark Plaza shopping center shall be approved subject to the following condition:

1. That this facility shall comply with all of the special waiver use standards and requirements pertaining to massage establishments as set forth in Section 11.03(u) of the Zoning Ordinance #543;
2. That this facility shall conform to the provisions set forth in Chapter 5.49 of the Livonia Code of Ordinances pertaining to massage establishments; and
3. The Petitioner shall not engage in any form of solicitation for business within the public right-of-ways of Plymouth or Stark Roads.

Subject to the preceding conditions, this petition is approved for the following reasons:

1. That the proposed use complies with all of the general waiver use standards and requirements as set forth in Section 19.06 of the Zoning Ordinance #543;

PUBLIC HEARING

ITEM 2 Petition 2014-10-02-14 – Elite Foot Spa

Page 3

2. That the subject site has the capacity to accommodate the proposed use; and
3. That the proposed use is compatible to and in harmony with the surrounding uses in the area.

FURTHER, the Planning Commission recommends the approval of a Conditional Agreement limiting this waiver use to this user only, with the provision to extend this waiver use approval to a new user only upon approval of the new user by the City Council.

Denying Resolution: That this request to operate a massage establishment (Elite Foot Spa) at 34389 Plymouth Road within the Stark Plaza shopping center is denied for the following reasons

1. That the petitioner has failed to affirmatively show that the proposed use is in compliance with all of the special and general waiver use standards and requirements as set forth in Sections 11.03 and 19.06 of the Zoning Ordinance #543;
2. That the petitioner has not adequately established that there is a need for the proposed use in the shopping center;
3. That the petitioner has not sufficiently demonstrated that the proposed use would be compatible to and in harmony with the surrounding uses in the area; and
4. That the proposed use is contrary to the goals and objectives of the Zoning Ordinance which, among other things, are intended to insure suitability and appropriateness of uses.

UNAPPROVED MINUTES

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MINUTES OF THE 1,064th PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, November 18, 2014, the City Planning Commission of the City of Livonia held its 1,064th 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: Scott Bahr Kathleen McIntyre R. Lee Morrow
 Carol A. Smiley Gerald Taylor Ian Wilshaw

Members absent: None

Mr. Mark Taormina, Planning Director, and 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 #2 PETITION 2014-10-02-14

ELITE FOOT SPA

Ms. Smiley, Secretary, announced the next item on the agenda, Petition 2014-10-02-14 submitted by Elite Foot Spa, L.L.C. requesting waiver use approval pursuant to Section 11.03(u) of the City of Livonia Zoning Ordinance #543, as amended, to operate a massage establishment (Elite Foot Spa) at 34389 Plymouth Road within the Stark Plaza shopping center, located on the southeast corner of Plymouth and Stark Roads in the Northeast 1/4 of Section 33.

Mr. Taormina: As you know, massage establishments require waiver use approval under the provisions set forth in Section 11.03(u) of the Zoning Ordinance. Elite Foot Spa falls under this requirement. The petitioner is proposing to operate a massage establishment within the Stark Plaza shopping center at the southeast corner of Plymouth and Stark Roads. This is a multi-tenant retail plaza on about 3.36 acres in area altogether. It is zoned C-2. The plaza itself is an L-shaped building with about 29,000 square feet of floor area. The largest single tenant is Senate Coney Island, which occupies a unit at the north end of the building adjacent to Plymouth Road. Elite Foot Spa would occupy an interior unit located along the westerly portion of the building closer to Stark Road. The site plan shows the approximate location where the new business would be located. This unit is about 2,300 square feet in size. No exterior changes are proposed to the building. In terms of parking, it's based on the useable floor area of the shopping center. Stark Plaza is classified as a Group Commercial Center with the required parking ratio of one space for every 150 square feet of useable floor area. The existing parking is more than sufficient to accommodate the proposed use. There are a number of special requirements as they apply to massage establishments. One is that there be a minimum separation of 400 feet between other massage establishments. This petition does comply with that requirement. There are no similar uses within 400 feet of the proposed Elite Foot Spa. Secondly, no massage establishments are allowed within 400 feet of a school, place of worship, state licensed daycare facility, public library, playground or public park. Again, Elite Foot Spa would comply with this requirement. Lastly, there is a zoning ordinance restriction regarding the hours of operation which are limited from 8:00 a.m. to 10:00 p.m. I believe the petitioner is aware of this but we don't have information regarding the exact hours of this business. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Morrow: Yes, please.

Mr. Taormina: There are five items of correspondence. The first item is from the Engineering Division, dated October 24, 2014, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced planning petition. We have no objections to the proposed site renovation at this time. The proposed plan indicates that project will consist of renovating the exterior of the building which will not require Engineering Department permits. The legal description provided with the petition appears to be correct and is acceptable to this office. The existing parcel is assigned*

an address of #34359 Plymouth Road with a range of #34359 to #34395 Plymouth Road for the individual units within the building. The address of #34389 Plymouth Road does appear to be the correct location for the proposed Elite Foot Spa. The existing structure is currently serviced by public utilities, which are to remain in place. Should changes to the existing utility leads be needed, the owner will need to submit plans to the Engineering Department to determine if permits will be required." The letter is signed by David W. Lear, P.E., Civil Engineer II. The second letter is from the Livonia Fire & Rescue Division, dated October 28, 2014, which reads as follows: *"I have reviewed the site plan submitted in connection with a request to This office has reviewed the site plan submitted in connection with a request to operate a massage establishment on property located at the above referenced address. We have no objections to this proposal with the following stipulations: (1) Fire lanes shall be marked with freestanding signs that have the words FIRE LANE – NO PARKING painted in contrasting colors (on both sides) at a size and spacing approved by the authority having jurisdiction. (2) Chapter 36, New Mercantile Occupancies, and Chapter 7, Means of Egress, must be conformed to which includes Emergency Exit Signs, Emergency Lighting, Exit Pathways, Travel Distance, Occupant Load, and Extinguisher Requirements. NFPA 101, 2009."* The letter is signed by Daniel Lee, Fire Marshal. The third letter is from the Division of Police, dated October 21, 2014, 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 November 18, 2014, which reads as follows: *"Pursuant to your request, the above-referenced petition has been reviewed. The following is noted: (1) All rear doors to the tenant spaces must be marked with the appropriate address. A minimum of 4 inches high numbers is required. (2) No signage has been reviewed at this time. This Department has no further objections to this petition."* The letter is signed by Jerome Hanna, Assistant Director of Inspection. Lastly, we have received an email correspondence, dated November 5, 2014, which reads as follows: *"Will not be available to attend hearing. I live across the street. First, I'm all for new business. My question is, will all activities at this establishment take place in private rooms or will it be an open space? How is this type of business regulated? I wish them well, but request that all activities take place in an open space, and be required never to have private rooms. Thanks for your time."* Tom Tokarz, 11257 Stark Road, Livonia, Michigan 48150. That is the extent of the correspondence.

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Mr. Morrow: Are there any questions of the Planning Director? Seeing none, is the petitioner here this evening? We will need your name and address for the record please.

Ed Davis, 11960 Chase Blvd., Livonia, Michigan 48150. I'm going to be the owner of this. It's at 34389 Plymouth Road. We are trying to open up a foot massage. It's not really a foot massage. We are trying to do foot reflexology. Basically, it's a little bit different than doing a massage. We're trying to promote health, pain, different things that help people be able to deal with stress and so on and so forth. We want to do pretty much all foot therapy, not massage. We came to the Board to try to pass with massage because for future business, we're hoping we can work with chiropractors, physical therapists, to do some help for them as far as shoulders, legs, things like that. We will have two rooms that will be able to do that, but our main business is open. It's an open floor plan. Pretty much five chairs. They are not in beds. They are massage chairs. We're not planning on having lots of rooms or anything like that, but we do want to be able to have the opportunity to expand the business in the future if we see it needed to keep paying the pays and make money. But our outline here is basically just to work with the feet, only the feet, and allow people to relax, get stress-free, take care of their pain, different things like that. I have kind of an internet picture because we don't have our thing yet, but this is basically kind of what we would have. It's lots of chairs in a row.

Craig Gonzalez, Manager, G+D Properties, 34385 Plymouth Road, Livonia, Michigan 48150. Ladies and gentleman of the Commission, my name is Craig Gonzalez. I'm with G+D Properties that owns the shopping center. George Dimipolous is the principal. He's unable to be here this evening so he wanted me to attend in case there was any questions you had for us as the owners and managers of the property.

Mr. Morrow: Okay. Does the Commission have any questions at this time?

Mr. Bahr: To the petitioner, is Elite Foot an independent business or is this a chain, a franchise?

Mr. Davis: It is an independent business. I own a business in Livonia. I do network and security. I have one of my clients that we travel a lot. I've been to a few different areas – Los Angeles, Indiana has some of these. So I thought that it would be a good idea to bring it to Michigan. I actually went into several of them before even

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trying to do this to get an idea. Is it really what people say it is? The Chinese say that they've been doing it for 500 years. So I wanted to get a feel for it. So it's not a franchise. It's my own thing that I want to start here. I'm hoping to expand it into more areas down the road. Right now, I'm pretty much in Michigan. All that's offered is the massage. They do offer doing your feet, but it's in a massage type atmosphere. Closed rooms, tables, beds, whatever you want to call them.

Mr. Bahr: So it's an independent business. I assume you don't have any background yourself in doing this just from what you said. You're the entrepreneur just setting up the business.

Mr. Davis: Right.

Mr. Bahr: Where have you learned how to run a business like this?

Mr. Davis: I actually have a partner. Not a partner for the business, but somebody that I've been working with for a while that knows a lot about it. She's going to help me run it. She wasn't able to make it today.

Mr. Bahr: Can you clarify . . . I was sorting this question through my head and then realized that I think earlier you were answering the question I was going to ask, but I didn't catch it all. Explain again the purpose of the two private rooms up in the front.

Mr. Davis: The two private rooms are existing right now and we don't want to take them out of the plan. We were hoping or we're trying to see if we can expand the business into helping chiropractic offices, physical therapy offices. There's several massage places around. I don't want to do just oil massage. So the rooms, but in order to do some of the physical therapy ones or whatever, they would have to undress or at least their shirt and that kind of thing, so they would have to be in a private room. They cannot be out in the open.

Mr. Bahr: Okay. Thanks.

Ms. McIntyre: Two questions please. Who are your competitors in the area, and number two, where will you find . . . I understand that any sort of massage therapy, including reflexology, has to be licensed.

Mr. Davis: Reflexology, as far as my understanding is, there is no licensing for that. My therapist would be licensed or both if we can do

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that. I already have some of them that are ready to come on board.

Ms. McIntyre: I didn't understand that people who practice only reflexology do not need to be licensed in the state.

Mr. Davis: That is correct.

Ms. McIntyre: So how will you find these people? What will their training be? How will you certify if they are not licensed that they qualify to be practitioners?

Mr. Davis: The plan would be that the people that I do have that have certifications, they will be making sure they have the ability to do the work and do it properly. If needed, we will do a training thing with them. They'll start working as a trainer, and we will get them licensed in the State of Michigan.

Ms. McIntyre: Okay. Thank you.

Mr. Wilshaw: I'm just trying to understand exactly how this service is going to work. I saw the picture of the chairs. If a person is using a chair, is it all automated then or is a person actually still doing manipulation with the feet and so on? Do you just sit down and the machine does all the work?

Mr. Davis: No machine. It's all done with somebody with their hands.

Mr. Wilshaw: Okay.

Mr. Davis: So basically it's a chair that they sit in. They kind of relax back a little bit. Normally they put like a towel over them to keep them warm. Sometimes a towel across so that their eyes can be closed. Dim lighting. Then their feet hang off the side of it. They're soaped for ten minutes or something like that. Then they pull them out, dry them. When they start working with an oil, they do one foot then they do the other foot and they also use some type of cream afterwards. I'm not 100 percent on it because I don't do it, but I'm learning. Then they continue to do that, clean them all off and that's pretty much it. So they pretty much sit up. I know at the end of it they'll do some parts of their legs right here.

Mr. Wilshaw: Calves and so on.

Mr. Davis: That's pretty much it.

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Mr. Wilshaw: Okay.

Mr. Davis: We like to cater to lots of couples come and sometimes families come where there's a husband and wife and their children. They all come at one time. So that's why we have these ones where we have several of them in a row.

Mr. Wilshaw: Okay. So you'll have people there that do this that are trained in it, and you yourself, you don't have any training. You're just sort of the businessman, visionary.

Mr. Davis: Yeah. Like I said, I own my own business in Livonia right now. I stay pretty busy. I want to try another avenue. I've lived in Livonia all my life. I want to keep money coming into Livonia. I think it's a great idea once we educate everybody on how relaxing it is. Of course, if you guys approve me, I invite every one of you to come and I'll pick up the tab for it okay, because I feel that once you have it, and I'm a man and I thought that's the craziest thing ever. Women might like it but why would a man like that? That's kind of nuts but that's not true. It's great and again, I invite all of you to try it because word of mouth is going to help me and I'm hoping that we can grow the business in Livonia and bring in more money.

Mr. Wilshaw: Do pedicure services then come along as well?

Mr. Davis: No.

Mr. Wilshaw: None of that?

Mr. Davis: No.

Mr. Wilshaw: Strictly the massage?

Mr. Davis: Yes. No pedicure.

Mr. Wilshaw: Okay. Very good.

Mr. Davis: Nothing there.

Mr. Wilshaw: That's interesting. I would hope you understand some of the concerns that even one resident wrote us and that we've expressed a little bit about private rooms and massage. It's sort of a stigma there and that is something that is top of mind with some of us and with me, at least. It's something that concerns

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me, but I do understand the need if you're having say like a couples thing, you want to have a room that two people can be in and have a conversation and not be interfering.

Mr. Davis: Around everybody else. Exactly. And I'm totally with you. I do not want to run any type of a business that wouldn't bring people in and make people happy and relaxed. I'm not looking to do that.

Mr. Wilshaw: Okay. Very good. Thank you. I appreciate it and I think you'll probably put your best foot forward on this. Thank you.

Ms. Smiley: I have a little bit of anxiety about this. You don't do pedicures and they're not really licensed massage therapists. They are people that think they might want to do it. One person is going to train them. Even if you go for a pedicure, they have to go through training in a school and be licensed.

Mr. Davis: Right. What we will try to do is get mostly people that have massage ability. They have training. They have worked in massage facilities before. We're not looking to grab somebody off the street and say hey, we're going to train you how to do this because that would run people out. Nobody has to be licensed for that, but my plan will be to try and bring in as many experienced people as I can.

Ms. Smiley: What would something like this cost and how long would a session last?

Mr. Davis: Well, it will vary. We haven't actually set the pricing. Normally it's an hour for either \$45 or \$50. Then we'll probably provide a half-hour one too. It can increase up to two hours, but I don't know how many people get a foot massage for two hours. So it will probably be right about \$45 to \$50 for an hour.

Ms. Smiley: Which is pretty much like a pedicure, but those people have . . . maybe my question is through the chair to Mark. Don't our therapists in a massage facility have to be licensed?

Mr. Taormina: Yes, however, the licensing is handled by the State now. I'm not sure about reflexology and what the requirements are. It's something that the City no longer has the authority to license. It's all handled by the State.

Mr. Davis: And reflexology doesn't hold a license, but the plan is to have at least most everybody, if not everybody, with a license.

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- Ms. Smiley: Thank you.
- Ms. McIntyre: I just did some quick research and there are only two states that license reflexologists. Those would be North Dakota and Tennessee. The State of Washington requires that they become certified with the Department of Health. So there is no licensing requirement in Michigan according to this source, but there are certification programs that people can get.
- Mr. Davis: That's correct.
- Ms. McIntyre: Usually through massage, so I guess it's really a question, and this is probably beyond the scope of what we address, but if you were going to have your employees be certified or not certified. I'm not asking you answer that. I'm just saying that's a question, but they don't require licensing.
- Mr. Davis: If we were able to move into the part working with the chiropractors or doing some type of massage, they will be licensed and it will also be documented.
- Ms. McIntyre: That requires licensing.
- Mr. Davis: Yes. Who's doing it and when and so and so forth, because we do have to deal with the State. So if the State comes in, I have to be able to show them records of who's doing what.
- Mr. Taylor: Mark, I'm a little confused as to how we're covered by this city-wise in our ordinance. We don't issue a license and they don't have to be therapists. How are we covering this so things don't happen that we don't want to happen in an establishment of this sort?
- Mr. Taormina: The Inspection Department still has some oversight and authority in terms of verifying compliance under the Zoning Ordinance. But they are still treated as a waiver use. So the use itself is required to obtain waiver approval by the Council. That part did not change with the preemption of the licensing requirements by the State.
- Mr. Taylor: To the petitioner, this is kind of new to all of this. I understand there is a foot massage or therapist in the mall, but they are, I guess, evidently, therapists. They're massage therapists.

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- Mr. Davis: If they are doing massage, I'm not even sure in a mall because it's not an oil massage. They don't have their clothes off. They may not need to have the license. I'm not sure on that.
- Mr. Taormina: Licensing is still required for any bona fide massage therapist. The question is, if they are certified to do reflexology then they can perform that and that's not necessarily the aspect that requires the license, but other types of massage therapy does. If you read the definition of massage establishment in our ordinance, this would definitely fall under it. So that's why you have authority this evening to review it as a waiver use. But again, the licensing requirements and everything else, certification, that's all handled by the State. And maybe even the certification is not something that falls under the purview of the State. That might be something that somebody can just obtain by one of the schools that offer a certification process.
- Mr. Taylor: Thank you.
- Ms. Smiley: I'm reading your thing and it says massage establishment is defined as a place where manipulated massage or exercises are practiced for pay upon the human body by anyone using mechanical, therapeutic or bathing devices or techniques.
- Mr. Taormina: So clearly this falls under the definition of massage establishment.
- Ms. Smiley: But it says provided further that the massages are administered only by certified massage therapists. I'm not getting that these are certified massage therapists.
- Mr. Taormina: That raises the issue of whether or not his employees then would have to be certified in the art of reflexology. If that's the case, then maybe that will be a requirement of the waiver use.
- Ms. Smiley: Well, I'm not a lawyer but
- Mr. Taormina: You're wondering if they have to carry a certification to perform reflexology. That's something that we'd have to have our attorneys address ultimately when this goes before the City Council. So I think that's a good thing to point out in our proceedings this evening and something we can follow through with as it proceeds on to Council, if it moves forward this evening.

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- Ms. Smiley: And I want to make it clear, I'm not trying to accuse you of running anything funny and I'm not. I enjoy a pedicure and I enjoy massages. It sounds interesting, but there's a legal question before your business can get off the ground. We got to cross t's and dot some i's.
- Mr. Morrow: Mark, would anything we've heard tonight preclude us from moving forward with this petition? There seems to be a gray area.
- Mr. Taormina: Unless you want the answer to that question prior to moving forward. Otherwise I think we could frame that question to our Legal Department in advance of the Council's review of this, again if it moves forward, so that they would respond accordingly to the Council on that.
- Mr. Morrow: From what I've heard, as a Commissioner I don't have any objection to it. We just want to make sure that if we move it forward, that the legal people look at it. Do you have to register with the State or anything to get that certification? Will they be aware of your operation so they can come in and check?
- Mr. Davis: I have massage therapists that will have their license. Now, I don't know how the State is going to work it, but I'm assuming that they're going to follow-up on where people work and/or businesses and come in and check. But I can't answer the question as far as I don't have to register with them. I have to register the business.
- Mr. Morrow: I'm talking about the people that actually work on the feet.
- Ms. McIntyre: They don't have to register.
- Mr. Davis: They don't have to register with anybody.
- Mr. Morrow: I think that's the only hang-up I've got is we don't want to send something and not have it meet our ordinances at least if there's any state requirement that we're bypassing that.
- Mr. Davis: Right.
- Mr. Morrow: Did you have something, Mrs. McIntyre?
- Ms. McIntyre: No. Just that the understanding from the information I had tonight is there's no registration or certification required by the State of the people who are only doing the foot. Anybody who

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does any other massage then they do fall under the registration of the State. Otherwise, there's nothing except our language about certification and that language was probably created at a time before really we comprehended the existence of reflexology, which is a kind of massage that doesn't require licensing.

Mr. Taormina: That would appear to be the case.

Mr. Morrow: Okay. I like what Mark said about if we move it forward tonight, between now and when they get to the Council, the legal people will take a look at it to make sure we are on safe ground. Is that a fair assessment of what you're thinking of Mark?

Mr. Taormina: Correct.

Ms. McIntyre: Mr. Chair, a question through you to Mr. Taormina. So would we append a condition, Mark, that approval was pursuant upon resolution of the certification language?

Mr. Taormina: I think that's fine. We can fashion some language as part of the resolution that would trigger review by our Law Department.

Mr. Wilshaw: Does Section 11.03 of the Zoning Ordinance specify the same verbiage that massage establishments must have certified employees, because that's a condition of our approving resolution, would essentially cover that. Because we're saying that they must conform to that Section.

Mr. Taormina: What we're referring to is contained within the definition section, Article II.

Mr. Wilshaw: Okay. Then I think we should specify that.

Mr. Taormina: Yes, I agree.

Mr. Wilshaw: Just my comment. I think even though there's no licensing procedure for massage or reflexology therapists, I think the City was trying to be cautious in allowing these establishments to take things basically one step further and say, hey, if we going to have these facilities as a waiver use, we want to make sure that the people who work there are at least certified and show their certifications, if asked that they're all certified. And certified doesn't mean license. It just means that they've gone through some sort of program and learned how to do this properly as

opposed to someone walking in off the street and saying I can rub your feet.

Mr. Davis: That would be foolish for me to bring in people that . . . I mean . . .

Mr. Wilshaw: Right.

Mr. Davis: I haven't researched the certification actually for that, so I'm not really sure what that takes to do that.

Mr. Wilshaw: It does two things. It helps protect you as a business to make sure you have qualified employees. It also helps protect the City in the sense that if someone was to set up one of these establishments and have some nefarious or alternative purpose for it that is not in keeping with the family-focused community that we have, those types of businesses wouldn't be hiring certified reflexologists. It's a way to kind of help weed that out, I think. As Mrs. McIntyre pointed out, it's possible certified people could provide additional services, I guess, but there's no guarantees. I think that's the logic of the ordinance and I think it's a wise thing to have. In this case, it presents the situation that we may have what appears to be a very legitimate business wanting to come in that may not have all their employees certified. We need to understand if that's acceptable to us and to the City, or if we want to maintain that level of certification requirement that is existing in the language now. That's my only comment.

Mr. Morrow: Thank you. Anything else? I'm going to go to the audience. Is there anybody in the audience that wishes to speak for or against the granting of this petition? Seeing no one coming forward, I'm going to ask for a motion.

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

#11-62-2014 **RESOLVED**, that pursuant to a Public Hearing having been held by the City Planning Commission on May 13, 2014, on Petition 2014-10-02-14 submitted by Elite Foot Spa, L.L.C. requesting waiver use approval pursuant to Section 11.03(u) of the City of Livonia Zoning Ordinance #543, as amended, to operate a massage establishment (Elite Foot Spa) at 34389 Plymouth Road within the Stark Plaza shopping center, located on the southeast corner of Plymouth and Stark Roads in the Northeast 1/4 of Section 33, which property is zoned C-2, the Planning Commission does hereby recommend to the City

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Council that Petition 2014-10-02-14 be approved subject to the following conditions:

1. That this facility shall comply with all of the special waiver use standards and requirements pertaining to massage establishments as set forth in Section 11.03(u) of the Zoning Ordinance #543;
2. That this facility shall conform to the provisions set forth in Chapter 5.49 of the Livonia Code of Ordinances pertaining to massage establishments;
3. That the Petitioner shall not engage in any form of solicitation for business within the public rights-of-way of Plymouth or Stark Roads; and
4. That the Law Department determine what, if any, certification may be required pursuant to City code in order to perform reflexology services.

Subject to the preceding conditions, this petition is approved for the following reasons:

1. That the proposed use complies with all of the general waiver use standards and requirements as set forth in Section 19.06 of the Zoning Ordinance #543;
2. That the subject site has the capacity to accommodate the proposed use; and
3. That the proposed use is compatible to and in harmony with the surrounding uses in the area.

FURTHER, the Planning Commission recommends the approval of a Conditional Agreement limiting this waiver use to this user only, with the provision to extend this waiver use approval to a new user only upon approval of the new user by the City Council.

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.

Mr. Morrow: Is there any discussion?

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- Ms. McIntyre: So we would add a fourth condition that our approval is predicated on resolution of this certification language and the waiver use condition or regulation?
- Mr. Taormina: That actually is within the definition.
- Ms. McIntyre: Okay. Within the definition. The Conditional Agreement would mean that you can't transfer this business to someone else without approval by City Council.
- Mr. Davis: Okay.
- Mr. Taylor: Just before we vote, the last paragraph we have: *"All massage establishments must conform to the provisions set forth in Chapter 5.49 of the Code of Ordinances, establishing the procedures and standards for licensing, as well as requirements for obtaining a massage therapist permit."* We're not doing any of that, are we?
- Mr. Taormina: Chapter 5.49 really just indicates compliance under the state licensing requirements. That's all Chapter 5.49 is.
- Mr. Taylor: What you're saying then is you're going to have the Law Department take a good look at it and see if we can establish what we're trying to do here other than a massage parlor?
- Mr. Taormina: It's to see whether or not anybody performing reflexology is required to be certified. Any massage therapy that is conducted at this place of business will still require a licensed massage therapist. That part does not change.
- Mr. Taylor: Okay. Thank you.
- Mr. Morrow: Mark, I think we just want to make sure the Law Department concurs with the fact that they don't have to have any type of state requirement or city requirement to do this.
- Mr. Taormina: Correct.
- Mr. Morrow: It might be something we might want to look at and incorporate into the ordinance at some later date, specifically for reflexology, but we won't tackle that tonight obviously. Any other discussion? Roll call please.
- Mr. Morrow, Chairman, declared the motion is carried and the foregoing resolution adopted. It will go on to City Council with an

approving resolution. Mark, there was some talk about a seven day waiver. Will there be enough time for the Legal Department to take a look at it?

Mr. Taormina: I think there will be because this will only take it to the study session of December 1, then it has another couple of weeks before it appears for a vote at the Regular Meeting. I think there's adequate time to answer that question.

Mr. Morrow: Between the study and the approval.

Mr. Taormina: Yes.

Mr. Wilshaw: I'm going to offer the seven day waiver.

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

#11-63-2014 **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 2014-10-02-14 submitted by Elite Foot Spa, L.L.C. requesting waiver use approval pursuant to Section 11.03(u) of the City of Livonia Zoning Ordinance #543, as amended, to operate a massage establishment (Elite Foot Spa) at 34389 Plymouth Road within the Stark Plaza shopping center, located on the southeast corner of Plymouth and Stark Roads in the Northeast 1/4 of Section 33.

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

Mr. Davis: I know there was some talk yesterday when we came to the meeting because there was some confusion on whether we had to be. They sent me a letter saying I had to be at the City Council meeting, but then they said no, that's not true until after we see you guys.

Mr. Morrow: In other words, you have permission now. You can go directly and say we waived the seven days.

Mr. Davis: I'm not sure who sets the date for that.

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- Mr. Taormina: Mr. Chairman, he will be notified of the City Council meeting. It should be on December 1, but you will be made aware of that. You can call me tomorrow. We'll take care of that.
- Mr. Davis: Okay. Thank you.
- Mr. Morrow: Good luck.
- Mr. Davis: Thank you so much. I appreciate all your time and hopefully we can get this done, and again, I still invite you guys to come.
- Mr. Morrow: You kind of threw us a little curve with not being a massage parlor.
- Mr. Davis: My research, I could actually open the business without coming here at all, but because I want to do – help the chiropractors and do some other things, I didn't want to come back to you and say, hey, I opened this business and now I want to come back and do more, you know, open as a massage.
- Mr. Morrow: If you open it as a massage, you heard the regulations that you'd be subject to.
- Mr. Davis: I fully understand the regulations.
- Mr. Morrow: Thank you. Good luck.



REPORT TO THE LIVONIA CITY COUNCIL

Police
February 26, 2021

MEETING DATE

March 22, 2021

PREPARED BY

Diane Warterian, Program Supervisor,

AGENDA ITEM

REQUEST TO AMEND COUNCIL RESOLUTION 25-21: Division of Police, re: to approve the revised agreement with ARX, Inc, under the new business name of Altovista, Inc.

BACKGROUND

ARX changed their business name, Attached is the new proposal with said changes.

RECOMMENDATION

This is a request to Amend Council Resolution #25-21 ARX Inc, the only change to the proposal is the Name change

FISCAL CONSIDERATION

No Changes

ATTACHMENTS

1. Livonia PD - Arx Alert Proposal Updated with Name Change
2. R020821 Approval of customized data to connect with CLEMIS CR 25-21
3. S012521 Req to agreement with ARX for data dashboard with CLEMIS - Minutes
4. S012521 Cover letter
5. Livonia PD - Arx Alert Proposal 01-07-2021

APPROVED BY

Date: March 01,
2021

Michael Slater, Finance Director

Date: March 01,
2021

Paul Bernier, City Attorney



Date: March 04, 2021

Maureen Miller Brosnan, Mayor



Date: March 15, 2021

Curtis Caid, Police Chief



PROPOSAL

PREPARED FOR

Chief Caid

PROPOSED BY

Altovista

December 07, 2020

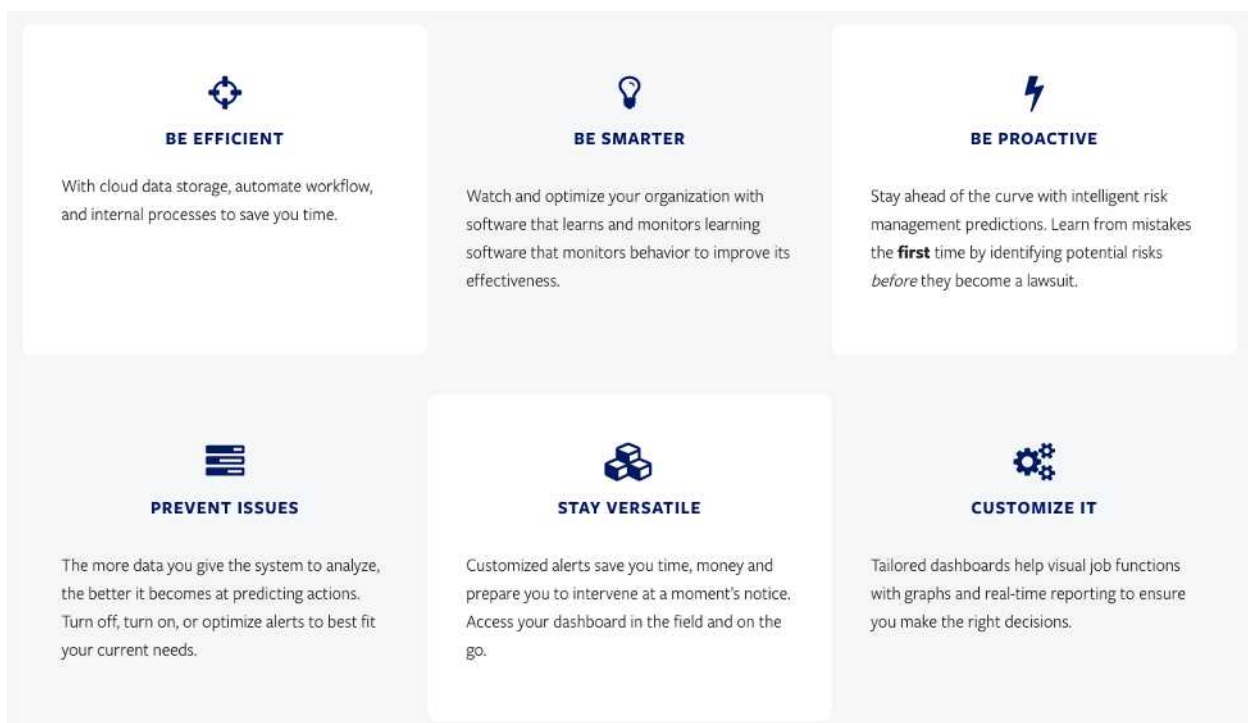


OVERVIEW

Your Force & Community Managed Intelligently & Proactively

Better strategies, tactics and tools are needed to improve community relations and public trust. Altovista was founded to help law enforcement with everything they need to manage their force and community intelligently and proactively. Based in Detroit, MI, we aim to make our communities safer places to live. We do this by helping police departments create transparency and accountability in the organization. Our software suite,

Arx is our way of helping police departments gain back control and feel more secure in the rapidly changing world we live in today. We deployed our risk management system for a well-known 2,500+ officer police agency, reducing lawsuits against the department by 62%, and reduced lawsuit payouts by 51%. A majority of suburban police departments do not have million-dollar technology budgets to build custom systems for risk management. To help these suburban agencies, we developed a unique Software-as-a-Service ("SaaS") platform that scales based on agency size. With Arx, we can help suburban police departments identify, remediate, and mitigate risks across the spectrum. These risks include response to resistance, vehicle incidents, lock-up, and personnel injury. We help you:



LIVONIA POLICE DEPARTMENT NEEDS

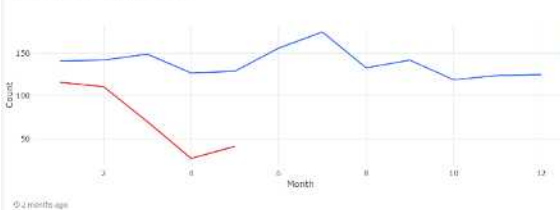
The Command Staff of the Livonia Police Department need a management awareness and community transparency dashboard to aid them in their duties.

In the process they hope to:

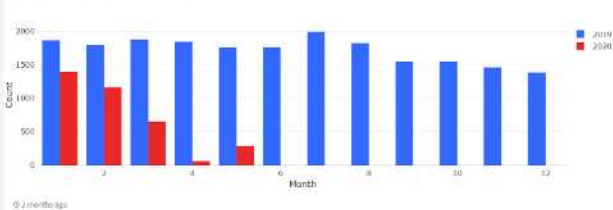
1. Provide the community clear visibility into their department's activity
2. Increase efficiency by automating workflows through digital forms
3. Be more transparent and accountable
4. Have visibility to existing data and become more efficient

Arrest Transparency

Total Arrest Trends - Activity Information



Traffic Stop Trends - Activity Information



Total Arrest Count by Gender - FACT-ARREST



SOLUTION

To meet the needs of the Livonia Police Department, ALTOVISTA will deploy **the professional suit of the ArxAlert Platform and Community Transparency Dashboard** that is customized to the department's unique requirements.

Intelligent software platform designed for efficient and effective supervision and management.



Arx Alert Suite

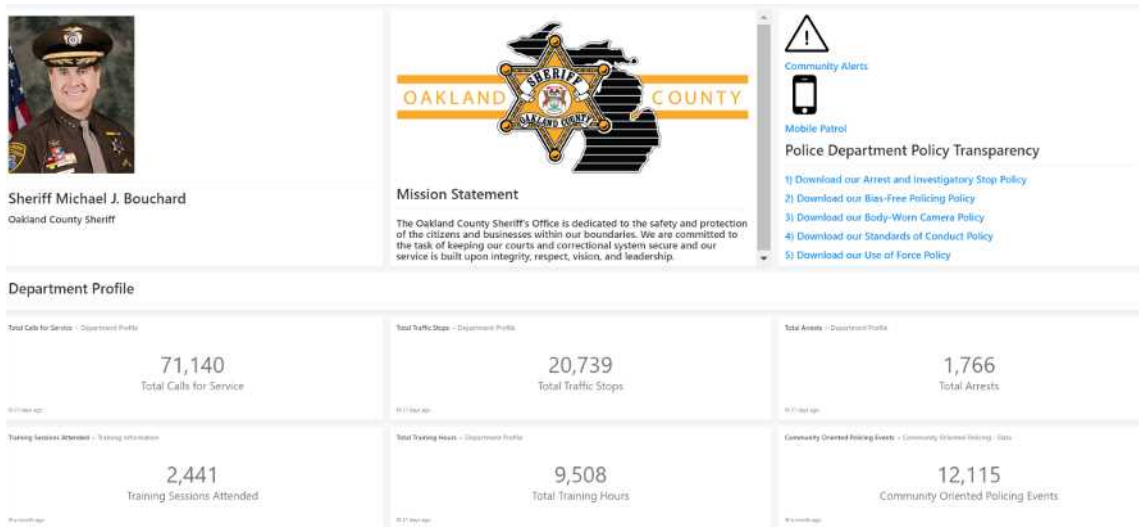
For the Livonia Police Department, the Altovista Alert Suite will include:

- **Professional Community Transparency Dashboard** - The community transparency dashboard connects the activity data of your department and showcases it to your community in a clear and concise way that provides the transparency your community desires while providing the accountability needed to manage your force.

Provide community transparency for:

- Department policies
- Number of arrests
- Number of citizens' complaints
- Nature of citizen complaints
- Incidents by neighborhood

- Incidents by type
- And more to be determined



- **Professional Standard Forms w/command staff dashboard:** Arx Alert professional standard forms saves your command staff and officers time by creating an easy and familiar way to collect data, eliminating redundant data entry, and handwriting critical internal forms. Form data can be analyzed to provide the Chief of Police, and command staff with the right information so they can make informed decisions. Increase compliance and transparency by making it easier for officers to collect data through the Arx Alert professional standard forms.

The Arx Alert command staff dashboard provides a central location for your command staff to access, interact and analyze up-to-date information so they can make smarter, data-driven decisions. From there, you can immediately act or further visualize and analyze any data to answer new questions and make real-time data-driven decisions.

My ACTION ITEMS

- 5 Policy / Procedures to Read
- 12 Document(s) Awaiting Your Review
- 2 PEAK Awaiting Your Action
- 3 Citizen Complaint(s) Awaiting Your Action
- 2 Use of Force Incident(s) Awaiting Review
- 1 Use of Force Incident(s) Awaiting Supervisor Update
- 1 Command Review(s) Awaiting Your Review
- 2 Employee Transfer(s) Awaiting Your Review

DEPARTMENT ACTIVITY

Division: NORTH CENTRAL

	Arrests	Citations	Use of force	Pursuit	Complaints	% of Arrests
Last 7 days	15818	1968	1387	2	38	8.7
Last 30 days	4594	8921	2385	8	57	8.9
Last 60 days	2228	18376	750	29	4	11.7
Last 90 days	30376	28880	486	17	19	11.6
Last 180 days	892	61772	37	63	110	9.9

MY ACTIVITY FEED

- DPD_TRAVEL REQUEST MEMO - 1
Created By: 1, Lieutenant
2020-08-12 12:44:17
- NVT_ATTORNEY'S OFFICE FORM - 1
Created By: 1, Sergeant
2020-08-11 06:20:02
- NVT_USE OF FORCE - 1
Created By: 1, Sergeant
2020-08-11 06:14:03
- NVT_VEHICLE ASSIGNMENT FORM - 1
Created By: 1, Sergeant
2020-08-11 06:09:28
- NVT_VEHICLE MAINTENANCE FORM - 1
Created By: 1, Sergeant
2020-08-11 06:08:05
- NVT_VULNERABLE ADULT PROFILE AND EMERGENCY CONTACT FORM - 1
Created By: 1, Sergeant
2020-08-11 06:05:53
- NVT_WAYNE COUNTY FORM - 2
Created By: 1, Sergeant
2020-08-11 06:03:14
- NVT_WEEKLY BUILDING INSPECTION - 1
Created By: 1, Sergeant
2020-08-11 05:58:38
- MTP_INJURY OR EXPOSURE REPORT - 1

FOR MY INFORMATION

- 5 PEAK Events In Progress
- 12 Use of Force Incident Form(s) In Progress
- 2 Vehicle Pursuit Form(s) In Progress
- 3 Citizen Complaint(s) In Progress
- 2 Status of Overtime for Individual or Command
- 1 Status of Secondary Employment Individual or Command
- 1 Sick time for Court Notice

DIVISION COMPARISON

Time Period: Last 7 Days

	Arrests	Citations	Use of force	Pursuit	Complaints	% of Arrests
NORTH CENTRAL	492	1968	37	2	4	8.7
SOUTH CENTRAL	2228	8921	232	8	19	11.6
SOUTHEAST	4594	18376	486	17	38	11.7
NORTHEAST	7220	28880	750	29	57	11.6
SOUTHWEST	15818	61772	1387	63	110	9.9

PRICING QUOTE

This pricing is valid for 30 days from submission. **If Wayne County Community Consortium Grant is awarded, appropriate portion will be retroactively provided to Livonia Police Department.*

Arx Professional Management Platform Features	Annual Professional Price	3-Year Professional Pricing (10% Discount)
Professional Standard Forms Up to 30	\$7,500	\$20,250
Internal Command Dashboard	Included in forms package	Included in forms package
Community Transparency Dashboard	\$4,000	\$10,800
Total Pricing	\$11,500	\$31,050

SCOPE OF WORK

- 0-60 Days
 - Kick off meeting organize priorities
 - Implement Arx Community Transparency Dashboard
 - Implement rule sets concurrent with Professional Standard Digital Forms
 - Implement Arx Professional Standard Digital Forms
 - Implement Arx Digital Forms Workflow
 - Training

SOFTWARE LICENSE AND SERVICES

This Software License and Services Agreement (this “Agreement”) is effective as of _____, 2020 (the “Effective Date”) by and between **ALTOVISTA Inc.** (“ALTOVISTA”), and the **City of Livonia, Michigan** (“Subscriber”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.** Defined terms have the meanings set forth in this Article 1 (Definitions) and elsewhere in this Agreement when capitalized, and may be read in singular, plural or an alternative tense as the context requires.
 - 1.1. “Affiliate” means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
 - 1.2. “Applicable Law” means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.
 - 1.3. “Applications” means the applications described in Schedule A.
 - 1.4. “Authorized User” means an Affiliate, employee or independent contractor of Subscriber (solely to the extent such contractor is providing services to Subscriber), who has been authorized by Subscriber to use the SaaS Services, or a third party that contracts with ALTOVISTA through Subscriber and agrees in writing to be bound by the terms of this Agreement after the prior written consent of ALTOVISTA.
 - 1.5. “Documentation” means the user guides and user manuals for the SaaS Services that ALTOVISTA provides to Subscriber.
 - 1.6. “Intellectual Property Rights” means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other

proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.

- 1.7. “Professional Services” means the evaluation, consultation, implementation, customization, configuration and other similar services offered by ALTOVISTA in connection with the SaaS Services.
- 1.8. “SaaS Services” means the Applications, Software, and related software-as-a-service, hosting, maintenance and/or support services made available by ALTOVISTA for remote access and use by Subscriber, including any Documentation thereto.
- 1.9. “Services” means the services provided or required to be provided by or through ALTOVISTA, including without limitation, SaaS Services and Professional Services.
- 1.10. “Software” means the object code version of ALTOVISTA’s computer software and all Updates made available by ALTOVISTA to Subscriber under this Agreement.
- 1.11. “Statement of Work” means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.
- 1.12. “Subscriber Data” means all data, information, content and other materials stored or transmitted by Subscriber and any Authorized User through the SaaS Services (i) in their user accounts; and (ii) on any Third Party Application, excluding any Third Party Data and any ALTOVISTA Data.
- 1.13. “Term” means the Initial Term and any Renewal Term.
- 1.14. “Third Party Application” means a third-party service approved by ALTOVISTA to which Subscriber and any Authorized User facilitates ALTOVISTA’s access to, and use, of the SaaS Services, via an application programming interface or other means.
- 1.15. “Third Party Components” means any components of the SaaS Service from time to time that are provided by third parties (e.g., Google Maps).
- 1.16. “Third Party Data” means any data owned by a third party that ALTOVISTA provides to Subscriber via the SaaS Service.
- 1.17. “Third Party Provider” means third parties, including other vendors, state agencies and local agencies, that control products and/or databases with which ALTOVISTA SaaS Services are to be interfaced.
- 1.18. “Updates” means any and all new releases, new versions, patches and other updates for the SaaS Services that ALTOVISTA makes generally

available without additional charge to its other subscribers of the SaaS Services.

- 1.19. “Vendors” means third parties with whom ALTOVISTA contracts to provide components of the SaaS Services, and includes without limitation, hosting service or cloud based hosting providers, and map services providers.
- 1.20. “Website” means any Internet website through which ALTOVISTA provides the SaaS Services under this Agreement.

2. SERVICES.

- 2.1. SaaS Services. During the Term, ALTOVISTA hereby grants a non-exclusive, non-transferable, non-sublicensable license to Subscriber and its Authorized Users to access and use the SaaS Services through the Website for Subscriber’s internal purposes and in accordance with the terms and conditions of this Agreement. Subscriber and its Authorized Users will be responsible for obtaining internet connections and other third party software and services necessary for it to access the Website through the Internet, including, without limitation, by complying with the requirements set forth in Schedule B, “Technical Requirements.” Subscriber will be responsible to ALTOVISTA for compliance with the restrictions on use and other terms and conditions of this Agreement by any of its Authorized Users.
- 2.2. Professional Services. To the extent ALTOVISTA offers Professional Services in connection with the SaaS Services, such Professional Services shall be documented in a mutually agreed upon Statement of Work. To the extent any Professional Services involve the development of any customization or configuration to the SaaS Services, all Intellectual Property Rights to such customization or configuration will be solely owned by ALTOVISTA and will be deemed to be included in the definition of SaaS Services and licensed to Subscriber on the terms set forth herein.
- 2.3. Access to Documentation. ALTOVISTA will provide Subscriber via the Website or other means with access to the Documentation, as may be updated from time to time. Subscriber may print copies of, use, and permit its Authorized Users to use, the Documentation solely in connection with the use of the SaaS Services.
- 2.4. Support Services. ALTOVISTA will provide a telephone-based and/or email-based help desk through which it will respond to inquiries about the SaaS Services from Subscriber as set forth in Schedule A.
- 2.5. Restrictions on Use. Subscriber and its Authorized Users will not (and will not permit any third party to): (i) share Subscriber’s or any Authorized User’s login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the SaaS Services or of any files contained in or generated by the SaaS Services; (iii) copy, modify, adapt or translate the SaaS Services or the Third Party Data, or otherwise make any

use, resell, distribute or sublicense the SaaS Services or the Third Party Data other than in connection with this Agreement; (iv) make the SaaS Services available on a “service bureau” basis or allow any third parties to use the SaaS Services; (v) disclose the SaaS Services or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the SaaS Services or the Third Party Data; (vii) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (viii) create or augment any mapping-related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in an implementation that is not connected to the Services; (ix) introduce into the Services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (x) use the Services to post advertising or listings; (xi) use the Services to defame, abuse, harass, stalk, or threaten others; (xii) permit access or use of the Services by any individual outside the United States; (xiii) hide or obscure any Authorized User’s location; (xiv) permit access or use of the Services, for any activities other than to enhance Subscriber’s own services, where reliance on, or failure to use, the Services could lead to death, personal injury, or property damages. Subscriber and its Authorized Users will not access the SaaS Services if in direct competition with ALTOVISTA, and will not allow access to the SaaS Services by any party who is in direct competition with ALTOVISTA, except with ALTOVISTA’s prior written consent. Subscriber shall comply with additional restrictions on use of the Services in Additional Terms, as defined in Section 2.10 below.

- 2.6. Security Obligations. Subscriber agrees it and its Authorized Users shall securely manage their respective password(s) for access to the SaaS Service. Subscriber agrees it shall notify ALTOVISTA promptly in the event it becomes aware of any unauthorized access or use of the SaaS Service, or of any of its or its Authorized Users passwords or accounts. Unless expressly stated otherwise in this Agreement, a single username or password may not be used by more than one (1) Authorized User concurrently. Subscriber is responsible for all activities conducted within User accounts in use of the SaaS Service. Subscriber shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the SaaS Service, including all those related to data privacy and the transmission of technical or personal data. Subscriber agrees to (a) provide true, accurate, current and complete registration data for each account it creates via the SaaS Service, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.
- 2.7. Title. As between ALTOVISTA and Subscriber, ALTOVISTA retains title to and ownership of the SaaS Services, including all copyrights and other Intellectual Property Rights relating thereto. ALTOVISTA’s licensors retain title to and ownership of the Third Party Data and the Third Party

Components, including all copyrights and other intellectual property rights relating thereto. Subscriber will have no rights with respect to the SaaS Services, the Third Party Data or the Third Party Components other than those expressly granted under this Agreement. Any suggestions for changes or improvements to Services that Subscriber provides to ALTOVISTA, whether solicited by ALTOVISTA or not, shall be owned by ALTOVISTA and Subscriber hereby irrevocably assigns, and shall assign, to ALTOVISTA all right, title, and interest in and to such suggestions. ALTOVISTA shall have no obligation to incorporate such suggestion into its products or Services.

- 2.8. Subscriber Data. As between ALTOVISTA and Subscriber, SUBSCRIBER OWNS AND SHALL RETAIN ALL RIGHT, TITLE, AND INTEREST, INCLUDING, WITHOUT LIMITATION, ALL INTELLECTUAL PROPERTY RIGHTS, IN AND TO THE SUBSCRIBER DATA. Subscriber shall have the sole responsibility for the accuracy, quality, and legality of the Subscriber Data, including obtaining all rights and consents necessary to share the Subscriber Data with ALTOVISTA as set forth in this Agreement. Notwithstanding anything to the contrary contained herein, Subscriber hereby grants to ALTOVISTA an irrevocable, worldwide, royalty free, non-exclusive, transferable, sublicensable license to use the Subscriber Data to: provide the SaaS Services to Subscriber and other ALTOVISTA subscribers; analyze the Subscriber Data in an anonymized and/or aggregated form in order to operate, maintain, manage, and improve the SaaS Services, create new products and services, and share and/or license this aggregate data to Affiliates, agents, business partners, and other third parties; for ALTOVISTA's internal purposes to improve the Applications, Software, and related services, and any other uses disclosed in or related to performance under the Agreement or any Statement of Work.
- 2.9. Third Party Applications. If Subscriber installs or enables a Third Party Application for use with the SaaS Services, Subscriber grants (and will cause the applicable third party to grant) ALTOVISTA permission to access Subscriber Data stored on that Third Party Application as required for the interoperation of that Third Party Application with the SaaS Services. In no event will ALTOVISTA be responsible for any Third Party Application, or for any failure of a Third Party Application to properly interoperate with the SaaS Services. If ALTOVISTA receives information that a Third Party Application may violate any Applicable Laws or Third Party rights, or interfere with ALTOVISTA's provision of the Services, Subscriber will, promptly upon receiving notice of the foregoing from ALTOVISTA, disable any connection between such Third Party Application and the SaaS Services to resolve the potential violation (and if Subscriber fails to promptly disable such connection, ALTOVISTA shall have the right to do so). In addition, in the event that Subscriber fails to properly obtain the grant of rights to ALTOVISTA to access and use Third-Party Data as required for the interoperation of that Third-Party Application, Subscriber shall defend,

indemnify, and hold harmless ALTOVISTA from any and all claims based on ALTOVISTA's use of such Third-Party Application.

2.10. Third Party Components.

- (a) Use of Third-Party Components. ALTOVISTA may use Vendors to subcontract the performance of its duties and obligations hereunder and to provide certain functions of the Services, including without limitation, hosting and data analysis. Certain Vendor policies and terms and conditions of service may apply to the Services. Such terms, or URL addresses for such terms, will be provided from time to time upon Subscriber's request, "Additional Terms." If any of the Vendors and/or licensors of the Third-Party Components require ALTOVISTA to flow down any Additional Terms Subscriber, Subscriber's use of such Third-Party Components, as incorporated into the SaaS Service, shall be subject to such Additional Terms. In the event of any inconsistency or conflict between the Additional Terms and the terms of this Agreement, such Additional Terms shall govern with respect to Subscriber's use of the applicable Third Party Component.
- (b) DISCLAIMER REGARDING THIRD PARTY COMPONENTS. ALTOVISTA, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY COMPONENTS, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY COMPONENTS AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

2.11. Third Party Data. Subscriber shall access and use the Third Party Data in accordance with the terms and conditions of the agreement between the Subscriber and the provider of such Third Party Data. ALTOVISTA, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY DATA, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY DATA AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

2.12. Agreements with Third Party Providers. Subscriber, and not ALTOVISTA, is solely responsible for establishing any required agreement(s) and/or statement(s) of work with Third Party Providers in connection with the interfaces, and for paying all fees, costs and expenses of Third Party Providers.

2.13. Changes to Services. ALTOVISTA may make changes and Updates to its Services in its discretion. ALTOVISTA does not guarantee that the Services are or will remain compatible with any particular third party software or equipment, and may, upon written notice, terminate its support for, any

software or equipment of Subscriber that ALTOVISTA determines are incompatible with the operation of the Services. In the event ALTOVISTA makes updates that materially reduce the overall quality or functionality of the Services, Subscriber's sole and exclusive remedy shall be to terminate this Agreement in accordance with Section 4.2 below.

3. FEES AND PAYMENT TERMS.

- 3.1. Fees for ALTOVISTA Services. Subscriber will pay ALTOVISTA fees as stated on Schedule A (the "Fees") attached hereto in accordance with the payment schedule set forth on Schedule A. All payments of Fees are non-refundable. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. The City of Livonia is a governmental entity which is exempt from sales and use taxes. Subscriber will pay any sales, use or other tax related to the license and services provided hereunder, exclusive of income taxes and payroll taxes relating to ALTOVISTA's employees. Subscriber agrees that its use of and/or payment for Services constitutes its inspection and acceptance of such Service.
- 3.2. Third-Party Data and Third-Party Components. Additional fees may apply to the use of certain Third-Party Data and Third-Party Components, which if provided by or through ALTOVISTA, such fee may be included within the Fees. ALTOVISTA may pass through any increase in such fees for Third Party Components or Third Party Data, relating to any existing Services, by giving Subscriber thirty (30) days' advance notice.
- 3.3. Taxes. As required under Applicable Law, for identifying and paying all taxes, including sales, use, excise, and other governmental fees, duties, and charges (and any penalties, interest, and other additions thereto) that are imposed on Subscriber or ALTOVISTA with respect to the transactions and payments under this Agreement (excluding taxes based on ALTOVISTA's income or employment) ("Indirect Taxes"). If Subscriber is exempt from paying Indirect Taxes, it shall provide to ALTOVISTA exemption certificates, or a direct payment permit certificate, or such information to ALTOVISTA as reasonably required and requested to determine whether ALTOVISTA is obligated to collect Indirect Taxes from Subscriber. If any such taxes are required to be withheld on any payment, Subscriber will pay such additional amounts as are necessary so that the net amount received by ALTOVISTA is equal to the amount then due and payable under this Agreement.

4. TERM AND TERMINATION.

4.1. Term.

- (a) Initial Term. The initial term of this Agreement begins on the Effective Date and will continue for the period set forth on Schedule A, unless and until terminated in accordance with Section 4.2 (the "Initial Term").

- (b) Renewal Terms. Upon expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for successive periods as set forth on Schedule A (each, a “Renewal Term”) at the rates designated by ALTOVISTA at least sixty (60) days in advance of such Renewal Term, or if no such rates are designated by ALTOVISTA, at the rates set forth on Schedule A, unless either party provides the other with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. Adjusting for economic changes, ALTOVISTA may increase the Fees set forth on Schedule A at the beginning of the Renewal Term by no more than twenty (20) percent of the previous twelve (12) month’s Fees.

4.2. Temporary Suspension and Termination.

- (a) Either party may terminate this Agreement upon written notice to the other party, if the other party breaches a material term of this Agreement and such breach remains uncured for thirty (30) days after the other party’s receipt of such notice.
- (b) If ALTOVISTA reasonably determines that Subscriber’s use of the Services either: (i) fails to comply with the Restrictions on Use in Section 2.5; (ii) poses a security risk to the Services or any third party, (iii) creates or is likely to create an adverse impact on ALTOVISTA’s systems, the Services, or the systems or content of any other subscriber; or (iv) subjects ALTOVISTA or its Affiliates to possible liability, then ALTOVISTA may immediately upon notice temporarily suspend Subscriber’s and any Authorized User’s right to access any portion or all of the Services, pending remedial action by Subscriber, or after a period of thirty (30) days, terminate the Services.
- (c) If Subscriber terminates this agreement for cause, ALTOVISTA will refund Customer a pro-rata portion on a monthly basis, beginning on the first day of the month following the effective date of termination, of any prepaid Fees that cover the remainder of the Initial Term. In no event will any termination relieve Subscriber of the obligation to pay any Fees payable to ALTOVISTA for the period prior to the effective date of the termination.

4.3. Effect of Termination. In the event of any termination or expiration of this Agreement:

- (a) Subscriber will pay ALTOVISTA all amounts payable hereunder as of the effective date of termination or expiration, as well as all unpaid amounts attributable to the remainder of the Term;
- (b) all rights and licenses granted hereunder to Subscriber (as well as all rights granted to any Authorized Users of Subscriber) will immediately cease, including but not limited to all use of the SaaS Services; and

- (c) Subscriber will, upon written request of ALTOVISTA, either return to ALTOVISTA or provide ALTOVISTA with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information of ALTOVISTA that are in Subscriber's possession or control.
- 4.4. Survival. The following provisions will survive any termination or expiration of this Agreement: Section 2.7 ("Subscriber Data"), Section 2.9 ("Third Party Components"), Section 2.10 ("Third Party Data"), Section 4.3 ("Effect of Termination"), Section 5 ("Confidentiality"), Section 6.2 ("Disclaimer"), Section 7 ("Limitation of Liability"), Section 8 ("Indemnification"), Section 9 ("Miscellaneous Provisions") and this Section 4.4 ("Survival").
- 5. CONFIDENTIALITY.
 - 5.1. Definition of Confidential Information. For the purposes of this Agreement, "Confidential Information" means: (a) with respect to ALTOVISTA, the SaaS Services, and any and all source code relating thereto, as well as Documentation and non-public information or material regarding ALTOVISTA's legal or business affairs, financing, customers, properties or data, and (b) with respect to Subscriber, any non-public information or material regarding Subscriber's legal or business affairs, financing, customers, properties or data which are disclosed to ALTOVISTA hereunder and marked as confidential. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.
 - 5.2. Use and Disclosure of Confidential Information. The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement; (ii) subject to Section 5.4 below, restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.
 - 5.3. Protection of Confidential Information. The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing

Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).

- 5.4. Employee and Independent Contractor Compliance. The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information.
- 5.5. Required Disclosures. If a party is requested to disclose any of the other party's Confidential Information pursuant to any judicial or governmental order, that party will not disclose the Confidential Information without first giving the other party written notice of the request and sufficient opportunity to contest the order, to the extent such notice and opportunity to contest may be lawfully given. If one party is nonetheless legally compelled to disclose Confidential Information, such party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises it is legally required to be disclosed, provided that such party shall use its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal. The parties recognize that Subscriber may not contract its way out of compliance with the Michigan Freedom of Information Act, MCL 15.231, *et seq.* Nothing in this Agreement will in any way limit Subscriber's ability to comply with said law. Subscriber shall notify ALTOVISTA of any requests for records relating to ALTOVISTA (including, without limitation, the terms of this Agreement and/or any user guides or Documentation) within 24 hours of receipt of the request and provide ALTOVISTA with at least twenty-one (21) days' notice before disclosing any such records. The parties recognize that Subscriber may not contract its way out of compliance with the Michigan Freedom of Information Act, MCL 15.231, *et seq.* Nothing in this Agreement will in any way limit Subscriber's ability to comply with said law. Subscriber further agrees to indemnify and hold harmless ALTOVISTA, its Affiliates, and each of their officers, directors, managers, shareholders, members and employees from all claims, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and expert and consulting fees), incurred or expended by ALTOVISTA in connection with a request for the disclosure of Confidential Information of ALTOVISTA or Subscriber Data.
- 5.6. Information Collected Through SaaS Services. Subscriber is solely responsible for compliance with applicable laws related to the manner in which Subscriber chooses to use the Services, including Subscriber's transfer and processing of Subscriber Data. Subscriber understands and

agrees that when it uses certain features of the SaaS Services, certain information and data may be collected from Authorized Users, including monitoring and recording activity, which may include personal identifying information, either of the Authorized Users or other individuals. Subscriber agrees that ALTOVISTA may use such information only as specified in Section 2.8 above. Provision of Services may involve the disclosure of such information to Vendors or Affiliates on the condition that they agree to treat such information in a manner substantially in accordance with this Agreement. Subscriber may revoke its consent to ALTOVISTA's collecting and using such data at any time by written notice to ALTOVISTA; provided, however, that Subscriber agrees that such revocation of consent may impair or render impossible the Subscriber's use of the SaaS Services.

- 5.7. Breach of Subscriber Data. As used in this subsection, "Data Breach" means "the intentional or unintentional release of Subscriber Data or Subscriber's Confidential Information, by ALTOVISTA to a third party that is not authorized by this Agreement, or otherwise expressly authorized in writing by Subscriber. ALTOVISTA will comply with all applicable laws regarding notice to affected individuals and other requirements in the event of a Data Breach. In the event of a Data Breach, ALTOVISTA shall; (a) immediately upon discovery of the Data Breach give notice to Subscriber that the Data Breach occurred, and employ all efforts to immediately stop the Data Breach; (b) within 30 calendar days of notice being given, inform Subscriber of the nature of the breach and what information, if any, was released.
- 5.8. CJIS standards. ALTOVISTA will adhere to applicable CJIS Security Policy. Subscriber understands and agrees that ALTOVISTA utilizes third party vendors ("Hosting Providers") to securely host the SaaS Services in addition to its own extensive encryption and threat detection systems. As of the Effective Date of this Agreement, ALTOVISTA utilizes Amazon Web Services (AWS) as its Hosting Provider for the SaaS Services. Subscriber may request reasonable records from ALTOVISTA from time to time to assess ALTOVISTA's adherence to requirements of the applicable CJIS Security Policy promulgated by the FBI. ALTOVISTA will produce records within a reasonable time frame. For the avoidance of doubt, Subscriber may need the consent of Hosting Provider to obtain any records or information from Hosting Provider. Subscriber will have the opportunity to run background checks on any ALTOVISTA employees that will have access to Subscriber Data.

6. REPRESENTATIONS AND WARRANTIES.

- 6.1. Power and Authority. Each party represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. Subscriber represents and warrants that it has obtained, and shall have, all necessary approvals,

consents, and authorizations necessary for procurement under this Agreement and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations, during the Term of this Agreement. Subscriber further represents that it has not received federal funding in connection with procurement under this Agreement.

- 6.2. No Other Warranties. Use of the SaaS Services is not intended to be a substitute for the professional judgment of dispatchers, law enforcement officers, or first responders, or other Subscriber personnel or officials, as applicable. The SaaS Services do not provide legal advice. Subscriber shall be solely responsible for all its own reliance on, actions, or failure to act in connection with the SaaS Services. THE SERVICES, THE THIRD PARTY COMPONENTS, AND THE THIRD PARTY DATA ARE PROVIDED “AS IS.” ALTOVISTA ASSUMES NO RESPONSIBILITY OR RISK FOR SUBSCRIBER’S USE OR MISUSE OF, OR FAILURE TO USE, THE INFORMATION PROVIDED THROUGH THE SAAS SERVICES. DUE TO THE NATURE OF SOFTWARE AND THE INTERNET, ALTOVISTA CANNOT GUARANTEE THAT EVERY ERROR IN THE SAAS SERVICES OR PROBLEM RAISED BY SUBSCRIBER WILL BE RESOLVED. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6 NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SERVICES, THE THIRD PARTY COMPONENTS, THE THIRD PARTY DATA OR THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR UNINTERRUPTED OPERATION OR THAT THE SERVICES, THIRD-PARTY COMPONENTS AND THIRD-PARTY DATA ARE UP TO DATE, ACCURATE OR COMPLETE, SECURE FROM LOSS OR DAMAGE, OR FREE OF HARMFUL COMPONENTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. To the extent that a party may not as a matter of Applicable Law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

7. LIMITATION OF LIABILITY.

- 7.1. Liability Exclusion. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE, OR FAILURE OF, OF THE SERVICES, THE THIRD PARTY COMPONENTS OR THE THIRD PARTY DATA PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, ENVIRONMENTAL DAMAGE, LOSS OF PROFITS, REVENUES, ANTICIPATED SAVINGS, CUSTOMERS, OPPORTUNITIES, DAMAGE TO PRIVACY, REPUTATION OR GOODWILL OR UNAVAILABILITY OF

THE SERVICES, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

- 7.2. THE MAXIMUM LIABILITY OF EACH PARTY TO THIS AGREEMENT ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO ALTOVISTA BY SUBSCRIBER DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES. NEITHER PARTY SHALL HAVE ANY LIABILITY TO ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATING TO THE THIRD-PARTY COMPONENTS OR THE THIRD-PARTY DATA OR OTHERWISE.
- 7.3. Exceptions. NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 7.1 AND SECTION 7.2 SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8. INDEMNIFICATION.

- 8.1. Indemnification by ALTOVISTA. ALTOVISTA will defend, indemnify and hold harmless Subscriber and its Authorized Users, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney's fees and expert and consulting fees) in connection with any third party claim arising after the Effective Date that the use of the SaaS Services (excluding any open source software) in accordance with this Agreement infringes or misappropriates the United States Intellectual Property Rights of third party; provided, however, that the foregoing obligations shall be subject to Subscriber (a) promptly notifying ALTOVISTA of the claim, (b) providing ALTOVISTA with reasonable cooperation in the defense of the claim when Subscriber becomes aware, and (c) providing ALTOVISTA with sole control over the defense and negotiations for a settlement or compromise; provided, however, that ALTOVISTA shall not enter into any such settlement without Subscriber's prior written consent, which consent will not be unreasonably withheld, and that Subscriber shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing. Notwithstanding the foregoing, ALTOVISTA shall have no obligation with respect to a third party claim to the extent the third party claim arises from: (s) claims arising out of acts or omissions of Subscriber or its users, employees or contractors; (t) claims brought by Subscriber or its Affiliates or Authorized Users; (u) claims arising from the

use of prior versions software after receipt of modified or updated versions of software; (v) claims arising from the use of Third Party Applications, Third Party Components or Third Party Data; (x) use of the SaaS Services in combination with modules, apparatus, hardware, software, or services not authorized by ALTOVISTA or specified in the Documentation for use with the SaaS Services; (y) use of the SaaS Services in a manner that is not in accordance with this Agreement or the Documentation; (z) the alteration or modification of the SaaS Services by a party other than ALTOVISTA, unless such alterations and modifications were authorized by ALTOVISTA or specified in the Documentation for use with the SaaS Services.

9. MISCELLANEOUS.

- 9.1. Notices. Unless otherwise specified herein, all notices and other communications between the parties required or permitted by this Agreement or by Applicable Law, will be deemed properly given, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized private courier service, to the respective addresses of the parties set forth below or such other addresses as the respective parties may designate by like notice from time to time. Notices so given will be effective upon (a) receipt by the party to which notice is given; or (b) on the fifth (5th) business day following mailing, whichever occurs first:

If to ALTOVISTA:

ALTOVISTA, Inc.
2901m Auburn Road, Auburn Hills, MI 48326
Attn: Andrew McKeever
Email: andrew@Altovistacommunity.com

If to Subscriber:

Attn: _____

Copy to:

Bodman PLC
201 S. Division, Suite 400
Ann Arbor, MI 48103
Attn: Timothy Damschroder, Esq.
Email: JMorrison@Bodmanlaw.com

Copy to:

Attn: _____

- 9.2. Assignment. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, without the consent of the other party, assign or otherwise transfer this Agreement to any of its Affiliates or to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets. Any assignment or other transfer in violation of this section will be null and void. Subject to the foregoing, this Agreement will be binding upon

and inure to the benefit of the parties hereto and their permitted successors and assigns.

- 9.3. Force Majeure. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.
- 9.4. No Waiver. The failure of either party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged.
- 9.5. Amendment. No modification, change or amendment to this Agreement shall be effective unless in writing signed by Subscriber and ALTOVISTA. No term included in any invoice, estimate, confirmation, acceptance, purchase order or any other similar document in connection with this Agreement will be effective unless expressly stated otherwise in a separate writing signed by Subscriber and ALTOVISTA.
- 9.6. Relationship of the Parties. The relationship of the parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (a) give any party any right or authority to create or assume any obligation of any kind on behalf of any other party or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.
- 9.7. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.
- 9.8. Headings. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.
- 9.9. Counterparts. This Agreement may be executed, including by electronic signature, in two or more counterparts, each of which shall be an original and all such counterparts together shall constitute one and the same instrument. Electronically executed or electronically transmitted (including

via facsimile transmission) signatures have the full force and effect of original signatures.

- 9.10. Cumulative Remedies. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 9.11. Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 9.12. Compliance with Laws. Subscriber shall ensure that its use of the Services and all Subscriber Data complies with all Applicable Laws relating to the privacy of third parties or the protection of their personal data promulgated by any governmental, municipal, or legal authority having jurisdiction over Subscriber or the End User Data covered by this Agreement.
- 9.13. Entire Agreement. This Agreement supersedes all previous understandings, agreements and representations between the parties, written or oral and constitutes the entire agreement and understanding between the parties with respect to the subject matter thereof and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement, and, except as provided for herein, neither party makes any covenant or other commitment concerning its future action nor does either party make any promises, representations, conditions, provisions or terms related thereto.
- 9.14. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to the choice of law or conflicts principles. Any legal suit, action or proceeding arising out of or related to this Agreement or the rights granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the state of organization of the defending party in such proceedings, in each case located in the city of the defending party's choosing within such state. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

ALTOVISTA, Inc.

City of Livonia, Michigan

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Regular Meeting Minutes of February 8, 2021

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

POLICE DEPT

Approval of agreement between the City of Livonia and ARX, Inc., to provide the police department with (1) a customized data dashboard to work in conjunction with CLEMIS and in accordance to the department's unique requirements; (2) maintenance of data on the PACT (Police and Community Together) tab on the City's webpage; (3) continued accessibility, transparency, and increased efficiency by automating workflows through digital forms and (4) a community engagement tab to highlight community outreach and partnerships, for a period of three (3) years, commencing February 9, 2021, for a total amount not to exceed \$31,050.00.

#25-21 RESOLVED, that having considered the report and recommendation of the Chief of Police, dated January 13, 2021, which bears the signatures of the Director of Finance and the City Attorney, and is approved for submission by the Mayor, to which is attached a proposed agreement between the City of Livonia and ARX, Inc., 2901 Auburn Road, Auburn Hills, MI 48326, wherein ARX, Inc. will provide the police department with (1) a customized data dashboard to work in conjunction with CLEMIS and in accordance to the department's unique requirements; (2) maintenance of data on the PACT (Police and Community Together) tab on the City's webpage; (3) continued accessibility, transparency, and increased efficiency by automating workflows through digital forms and (4) a community engagement tab to highlight community outreach and partnerships, for a period of three (3) years, commencing February 9, 2021, for a total amount not to exceed \$31,050.00; FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed \$31,050.00 from Account No.: 101-304-818-000 (Professional Services) for this purpose; FURTHER, the Council does hereby approve the agreement in the manner and form herein submitted and the Mayor and City Clerk are hereby authorized, for and on behalf of the City of Livonia, to affix their signatures to the said agreement, subject to approval as to form and substance by the Department of Law; FURTHER, the Council does hereby authorize the said item without competitive bidding in accordance with Section 3.04.140D3 of the Livonia Code of Ordinances, as amended, in reliance on the report and recommendation of the Chief of Police and based in agreement with CLEMIS (which houses the police department's data) to provide ARX, Inc. access to the information and the ability to update data directly from the CLEMIS database.

CONSENT AGENDA <i>(Regular Meeting of February 8, 2021)</i>
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Motion by: Jolly

Seconded by: Bahr

ROLL CALL:

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

Nays: None

Absent: None

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 25, 2021**

Meeting was called to order via Zoom remote technology at 9:41 p.m. by President Kathleen McIntyre. Present: Rob Donovic (Deployed), Jim Jolly (Livonia, Michigan); Laura Toy (Livonia, Michigan); Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

- 3) REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND ENTER INTO A THREE YEAR AGREEMENT WITH ARX INC.: Division of Police, re: to provide an updated, accurate data dashboard to work in conjunction with CLEMIS, from budgeted funds.

Curtis Caid, Chief of Police, presented this request to Council. He said the item before them as indicated in the cover letter requests to waive the sealed bid process and enter into this agreement with ARX. ARX is a new platform for us that we have been working with to transition our PACT page, our data transparency page, to their platform. Essentially one of the key components with ARX is that they've entered into an agreement with CLEMIS to have access to the data base and Mr. McIver is on the Zoom meeting as well to answer any questions specific to ARX. They are well known in the region; we are partnering with other police agencies in Southeast Michigan including those in Oakland County CLEMIS footprint with their product. One of the nice things about their program as well is that it is very comprehensive in allowing us to expand our community interaction footprint as well, getting that information out. So, again, we've been working with them over the past number of months with Sergeant Marcotte, this is another one of his responsibilities as mentioned in the Regular Meeting to address. And we are also, there's a good possibility as this goes forward that we'll get grant monies that will become available to us that will reimburse us for a portion of the fees that we are pursuing and we're optimistic in receiving that. So, again, we're requesting Council's authorization to enter into this agreement with ARX to provide data transfer for our transparency page, from our current PACT page to this. This is also in conjunction with our ongoing project to upgrade our website and pending Council's approval of this, we'll move forward with getting this material which will take us another week and create a better opportunity to keep it updated with data with the CLEMIS project.

Councilmember McCullough offered an approving for the Consent Agenda and added this is great work and lauded the Chief and his staff. To add this component of real time data to the PACT page, will make huge strides in our need to be transparent and having this will be a great tool, so well done, and thank you.

Vice President Bahr asked Chief Caid if this only relates right now to the PACT site and Caid replied yes, initially that's what they've identified, is transitioning the PACT page to this platform. It's comprehensive and it's expanding to allow other functionalities to

us and with all of their clients. But one of those is the community interaction tab or page that will have additional data that we currently don't have on our page. So, it's a comprehensive product and that's really one of the things I like the best about it, it's going to be a one stop shop essentially.

Bahr then asked why the no bid approach, are there no other companies that do this and Chief Caid replied there are other companies that do this kind of thing, but there's no other company that has the agreement with CLEMIS to access the data. And regionally, in Southeast Michigan, and I can't speak for the company itself, but in Southeast Michigan they seem to be the go to group with this. They've put a lot of effort; they've been great for us to work with and addressed all of our concerns in getting to where we're at today. So I have all the confidence that this is a great project, this platform will be very inviting to our community, and then specifically to the no bid, is their relationship with CLEMIS network and their access to the data.

President McIntyre referred to the woman in the Regular Meeting from Wayne State, Nancy, who sees a lot of police data and she sees a lot of things from a lot of police departments, if I understand her role correctly, and indicated the degree of transparency and cooperation, the data that was provided from the Livonia Police Department was outstanding is what she was getting at.

Councilmember Donovic asked Caid if the information from CLEMIS will be processed through this new web portal so you can access data in almost real time of what is going on.

Caid replied they don't have immediate access to the data through CLEMIS at a rate we work out with them and with CLEMIS, so that's yet to be determined, the dump rate if you will, we'll have to look more into the timing of it. But the key is that they'll have that access straight from CLEMIS rather than from this agency.

Donovic then asked if personal information of people that we are dealing with, whether they are getting arrested or not, will be protected, it's not released to the public, stuff like that and Caid replied that's correct. Donovic stated he thinks this is an amazing program, that he's looked around to see if other agencies that do something like this and he doesn't know any other agency that has this type of comprehensive transparency for residents and really it's going to show the community what our officers deal with on a daily basis, what you and your department deal with. So I think it's going to shed some light on really the difficult work that our officers do on a daily basis but it's also going to provide transparency to residents and I really think it's a good idea, so hats off to you, Chief, thank you.

DIRECTION:

APPROVING

CONSENT



REPORT TO THE LIVONIA CITY COUNCIL

Police
January 26, 2021

MEETING DATE

February 8, 2021

PREPARED BY

Diane Warterian, Program Supervisor,

AGENDA ITEM

REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND ENTER INTO A THREE YEAR AGREEMENT WITH ARX INC.: Division of Police, re: to provide an updated, accurate data dashboard to work in conjunction with CLEMIS, from budgeted funds.

BACKGROUND

CLEMIS provides the department with quarterly data updates, these will be proficiently uploaded in the ARX dashboard saving time, storage, and resources. ARX will also provide an assurance of accuracy, allowing the department to maintain control over the data and giving the community a greater sense of security.

RECOMMENDATION

After multiple in-depth discussions, we found the ARX platform to be both robust and comprehensive. ARX will provide the department with:

1. A customized dashboard in accordance to the department's unique requirements
2. Maintenance of data on the PACT (Police and Community Together) tab on our City webpage
3. Continued accessibility, transparency, and Increased efficiency by automating workflows through digital forms
4. A community engagement tab to highlight community outreach and partnerships

Pursuant to Finance Ordinance 3.04.140.d.3, we are requesting a waiver of the sealed bid process, based in agreement with CLEMIS (which houses our data), to provide ARX access to the information and the ability to update data directly from the CLEMIS database. Additionally, ARX has qualified for potential grant funds, which would reduce the overall cost to the City of Livonia proportionally to the grant funds received.

We are requesting council's authorization to accept their proposal, (see attached), for a period of three years, totaling \$31,050.00.

FISCAL CONSIDERATION

Funds will be available for this project in 101-304-818-000 - Professional Services account.

ATTACHMENTS

1. Livonia PD - Arx Alert Proposal 01-07-2021
2. S012521 Req to agreement with ARX for data dashboard with CLEMIS - Minutes

APPROVED BY



Curtis Caid, Police Chief

Date: January 14,
2021



Michael Slater, Finance Director

Date: January 14,
2021



Paul Bernier, City Attorney

Date: January 14,
2021



Maureen Miller Brosnan, Mayor

Date: January 15,
2021



PROPOSAL

PREPARED FOR

Chief Caid

PROPOSED BY

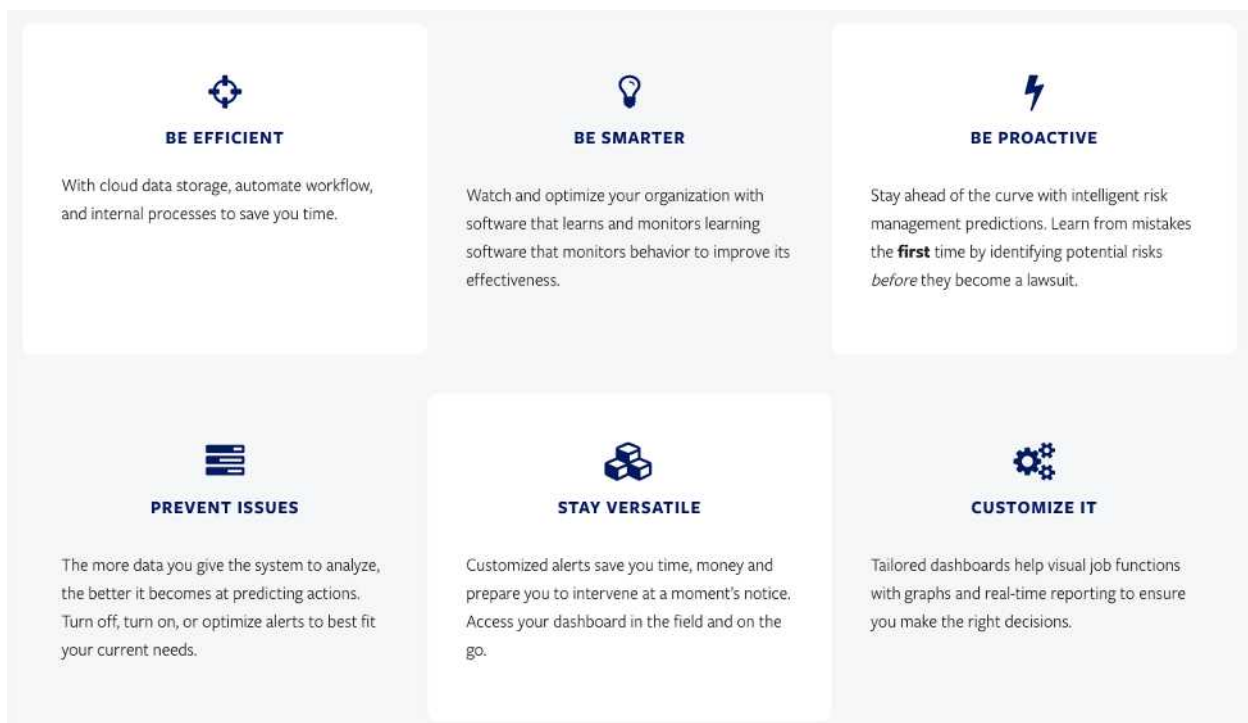
Arx

January 07, 2021

OVERVIEW

Your Force & Community Managed Intelligently & Proactively

Better strategies, tactics and tools are needed to improve community relations and public trust. Arx was founded to help law enforcement with everything they need to manage their force and community intelligently and proactively. Based in Detroit, MI, we aim to make our communities safer places to live. We do this by helping police departments create transparency and accountability in the organization. Our software suite, Arx Alert is our way of helping police departments gain back control and feel more secure in the rapidly changing world we live in today. We deployed our risk management system for a well-known 2,500+ officer police agency, reducing lawsuits against the department by 62%, and reduced lawsuit payouts by 51%. A majority of suburban police departments do not have million-dollar technology budgets to build custom systems for risk management. To help these suburban agencies, we developed a unique Software-as-a-Service ("SaaS") platform that scales based on agency size. With Arx Alert, we can help suburban police departments identify, remediate, and mitigate risks across the spectrum. These risks include response to resistance, vehicle incidents, lock-up, and personnel injury. We help you:



LIVONIA POLICE DEPARTMENT NEEDS

The Command Staff of the Livonia Police Department need a management awareness and community transparency dashboard to aid them in their duties.

In the process they hope to:

1. Provide the community clear visibility into their department's activity
2. Increase efficiency by automating workflows through digital forms
3. Be more transparent and accountable
4. Have visibility to existing data and become more efficient



SOLUTION

To meet the needs of the Livonia Police Department, ARX will deploy **the professional suit of the Arx Alert Platform and Community Transparency Dashboard** that is customized to the department's unique requirements.

Intelligent software platform designed for efficient and effective supervision and management.



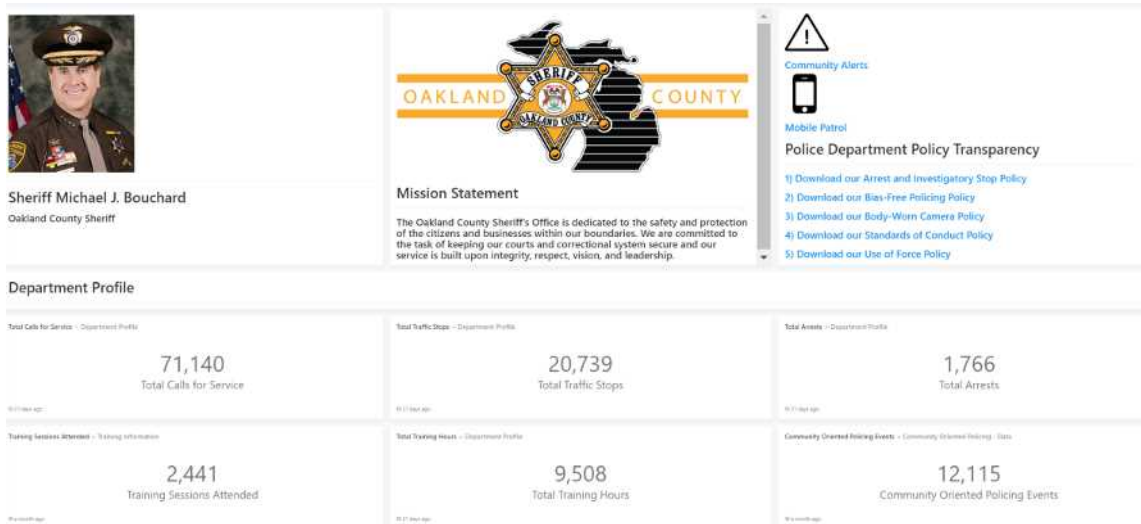
Arx Alert Suite

For the Livonia Police Department, the Arx Alert Suite will include:

- **Professional Community Transparency Dashboard** - The community transparency dashboard connects the activity data of your department and showcases it to your community in a clear and concise way that provides the transparency your community desires while providing the accountability needed to manage your force.

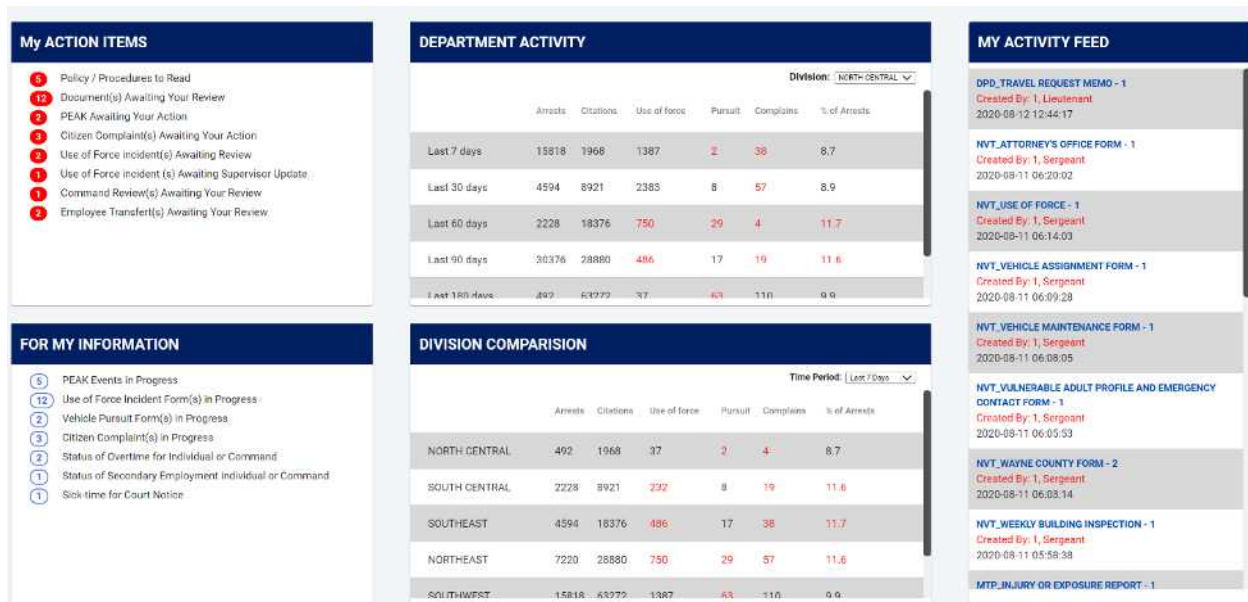
Provide community transparency for:

- Department policies
- Number of arrests
- Number of citizens' complaints
- Nature of citizen complaints
- Incidents by neighborhood
- Incidents by type
- And more to be determined



- Professional Standard Forms w/command staff dashboard:** Arx Alert professional standard forms saves your command staff and officers time by creating an easy and familiar way to collect data, eliminating redundant data entry, and handwriting critical internal forms. Form data can be analyzed to provide the Chief of Police, and command staff with the right information so they can make informed decisions. Increase compliance and transparency by making it easier for officers to collect data through the Arx Alert professional standard forms.

The Arx Alert command staff dashboard provides a central location for your command staff to access, interact and analyze up-to-date information so they can make smarter, data-driven decisions. From there, you can immediately act or further visualize and analyze any data to answer new questions and make real-time data-driven decisions.



PRICING QUOTE

This pricing is valid for 30 days from submission. **If Wayne County Community Consortium Grant is awarded, appropriate portion will be retroactively provided to Livonia Police Department.*

Arx Professional Management Platform Features	Annual Professional Price	3-Year Professional Pricing (10% Discount)
Professional Standard Forms Up to 30	\$7,500	\$20,250
Internal Command Dashboard	Included in forms package	Included in forms package
Community Transparency Dashboard	\$4,000	\$10,800
Total Pricing	\$11,500	\$31,050

SCOPE OF WORK

- 0-60 Days
 - Kick off meeting organize priorities
 - Implement Arx Community Transparency Dashboard
 - Implement rule sets concurrent with Professional Standard Digital Forms
 - Implement Arx Professional Standard Digital Forms
 - Implement Arx Digital Forms Workflow
 - Training

SOFTWARE LICENSE AND SERVICES

This Software License and Services Agreement (this “Agreement”) is effective as of _____, 2021 (the “Effective Date”) by and between **ARX Inc.** (“ARX”), and the **City of Livonia, Michigan** (“Subscriber”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. Defined terms have the meanings set forth in this Article 1 (Definitions) and elsewhere in this Agreement when capitalized, and may be read in singular, plural or an alternative tense as the context requires.
 - 1.1. “Affiliate” means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
 - 1.2. “Applicable Law” means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.
 - 1.3. “Applications” means the applications described in Schedule A.
 - 1.4. “Authorized User” means an Affiliate, employee or independent contractor of Subscriber (solely to the extent such contractor is providing services to Subscriber), who has been authorized by Subscriber to use the SaaS Services, or a third party that contracts with ARX through Subscriber and agrees in writing to be bound by the terms of this Agreement after the prior written consent of ARX.
 - 1.5. “Documentation” means the user guides and user manuals for the SaaS Services that ARX provides to Subscriber.
 - 1.6. “Intellectual Property Rights” means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications

therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.

- 1.7. “Professional Services” means the evaluation, consultation, implementation, customization, configuration and other similar services offered by ARX in connection with the SaaS Services.
- 1.8. “SaaS Services” means the Applications, Software, and related software-as-a-service, hosting, maintenance and/or support services made available by ARX for remote access and use by Subscriber, including any Documentation thereto.
- 1.9. “Services” means the services provided or required to be provided by or through ARX, including without limitation, SaaS Services and Professional Services.
- 1.10. “Software” means the object code version of ARX’s computer software and all Updates made available by ARX to Subscriber under this Agreement.
- 1.11. “Statement of Work” means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.
- 1.12. “Subscriber Data” means all data, information, content and other materials stored or transmitted by Subscriber and any Authorized User through the SaaS Services (i) in their user accounts; and (ii) on any Third Party Application, excluding any Third Party Data and any ARX Data.
- 1.13. “Term” means the Initial Term and any Renewal Term.
- 1.14. “Third Party Application” means a third-party service approved by ARX to which Subscriber and any Authorized User facilitates ARX’s access to, and use, of the SaaS Services, via an application programming interface or other means.
- 1.15. “Third Party Components” means any components of the SaaS Service from time to time that are provided by third parties (e.g., Google Maps).
- 1.16. “Third Party Data” means any data owned by a third party that ARX provides to Subscriber via the SaaS Service.
- 1.17. “Third Party Provider” means third parties, including other vendors, state agencies and local agencies, that control products and/or databases with which ARX SaaS Services are to be interfaced.
- 1.18. “Updates” means any and all new releases, new versions, patches and other updates for the SaaS Services that ARX makes generally available without additional charge to its other subscribers of the SaaS Services.

- 1.19. “Vendors” means third parties with whom ARX contracts to provide components of the SaaS Services, and includes without limitation, hosting service or cloud-based hosting providers, and map services providers.
- 1.20. “Website” means any Internet website through which ARX provides the SaaS Services under this Agreement.

2. SERVICES.

- 2.1. SaaS Services. During the Term, ARX hereby grants a non-exclusive, non-transferable, non-sublicensable license to Subscriber and its Authorized Users to access and use the SaaS Services through the Website for Subscriber’s internal purposes and in accordance with the terms and conditions of this Agreement. Subscriber and its Authorized Users will be responsible for obtaining internet connections and other third-party software and services necessary for it to access the Website through the Internet, including, without limitation, by complying with the requirements set forth in Schedule B, “Technical Requirements.” Subscriber will be responsible to ARX for compliance with the restrictions on use and other terms and conditions of this Agreement by any of its Authorized Users.
- 2.2. Professional Services. To the extent ARX offers Professional Services in connection with the SaaS Services, such Professional Services shall be documented in a mutually agreed upon Statement of Work. To the extent any Professional Services involve the development of any customization or configuration to the SaaS Services, all Intellectual Property Rights to such customization or configuration will be solely owned by ARX and will be deemed to be included in the definition of SaaS Services and licensed to Subscriber on the terms set forth herein.
- 2.3. Access to Documentation. ARX will provide Subscriber via the Website or other means with access to the Documentation, as may be updated from time to time. Subscriber may print copies of, use, and permit its Authorized Users to use, the Documentation solely in connection with the use of the SaaS Services.
- 2.4. Support Services. ARX will provide a telephone-based and/or email-based help desk through which it will respond to inquiries about the SaaS Services from Subscriber as set forth in Schedule A.
- 2.5. Restrictions on Use. Subscriber and its Authorized Users will not (and will not permit any third party to): (i) share Subscriber’s or any Authorized User’s login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the SaaS Services or of any files contained in or generated by the SaaS Services; (iii) copy, modify, adapt or translate the SaaS Services or the Third Party Data, or otherwise make any use, resell, distribute or sublicense the SaaS Services or the Third Party Data other than in connection with this Agreement; (iv) make the SaaS Services available on a “service bureau” basis or allow any third parties to

use the SaaS Services; (v) disclose the SaaS Services or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the SaaS Services or the Third Party Data; (vii) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (viii) create or augment any mapping-related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in an implementation that is not connected to the Services; (ix) introduce into the Services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (x) use the Services to post advertising or listings; (xi) use the Services to defame, abuse, harass, stalk, or threaten others; (xii) permit access or use of the Services by any individual outside the United States; (xiii) hide or obscure any Authorized User's location; (xiv) permit access or use of the Services, for any activities other than to enhance Subscriber's own services, where reliance on, or failure to use, the Services could lead to death, personal injury, or property damages. Subscriber and its Authorized Users will not access the SaaS Services if in direct competition with ARX, and will not allow access to the SaaS Services by any party who is in direct competition with ARX, except with ARX's prior written consent. Subscriber shall comply with additional restrictions on use of the Services in Additional Terms, as defined in Section 2.10 below.

- 2.6. Security Obligations. Subscriber agrees it and its Authorized Users shall securely manage their respective password(s) for access to the SaaS Service. Subscriber agrees it shall notify ARX promptly in the event it becomes aware of any unauthorized access or use of the SaaS Service, or of any of its or its Authorized Users passwords or accounts. Unless expressly stated otherwise in this Agreement, a single username or password may not be used by more than one (1) Authorized User concurrently. Subscriber is responsible for all activities conducted within User accounts in use of the SaaS Service. Subscriber shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the SaaS Service, including all those related to data privacy and the transmission of technical or personal data. Subscriber agrees to (a) provide true, accurate, current and complete registration data for each account it creates via the SaaS Service, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.
- 2.7. Title. As between ARX and Subscriber, ARX retains title to and ownership of the SaaS Services, including all copyrights and other Intellectual Property Rights relating thereto. ARX's licensors retain title to and ownership of the Third-Party Data and the Third-Party Components, including all copyrights and other intellectual property rights relating thereto. Subscriber will have no rights with respect to the SaaS Services, the Third-Party Data or the Third-Party Components other than those expressly granted under this Agreement. Any suggestions for changes or improvements to Services that

Subscriber provides to ARX, whether solicited by ARX or not, shall be owned by ARX and Subscriber hereby irrevocably assigns, and shall assign, to ARX all right, title, and interest in and to such suggestions. ARX shall have no obligation to incorporate such suggestion into its products or Services.

- 2.8. Subscriber Data. As between ARX and Subscriber, SUBSCRIBER OWNS AND SHALL RETAIN ALL RIGHT, TITLE, AND INTEREST, INCLUDING, WITHOUT LIMITATION, ALL INTELLECTUAL PROPERTY RIGHTS, IN AND TO THE SUBSCRIBER DATA. Subscriber shall have the sole responsibility for the accuracy, quality, and legality of the Subscriber Data, including obtaining all rights and consents necessary to share the Subscriber Data with ARX as set forth in this Agreement. Notwithstanding anything to the contrary contained herein, Subscriber hereby grants to ARX an irrevocable, worldwide, royalty free, non-exclusive, transferable, sublicensable license to use the Subscriber Data to: provide the SaaS Services to Subscriber and other ARX subscribers; analyze the Subscriber Data in an anonymized and/or aggregated form in order to operate, maintain, manage, and improve the SaaS Services, create new products and services, and share and/or license this aggregate data to Affiliates, agents, business partners, and other third parties; for ARX's internal purposes to improve the Applications, Software, and related services, and any other uses disclosed in or related to performance under the Agreement or any Statement of Work.
- 2.9. Third-Party Applications. If Subscriber installs or enables a Third-Party Application for use with the SaaS Services, Subscriber grants (and will cause the applicable third party to grant) ARX permission to access Subscriber Data stored on that Third-Party Application as required for the interoperation of that Third-Party Application with the SaaS Services. In no event will ARX be responsible for any Third-Party Application, or for any failure of a Third-Party Application to properly interoperate with the SaaS Services. If ARX receives information that a Third-Party Application may violate any Applicable Laws or Third-Party rights, or interfere with ARX's provision of the Services, Subscriber will, promptly upon receiving notice of the foregoing from ARX, disable any connection between such Third-Party Application and the SaaS Services to resolve the potential violation (and if Subscriber fails to promptly disable such connection, ARX shall have the right to do so). In addition, in the event that Subscriber fails to properly obtain the grant of rights to ARX to access and use Third-Party Data as required for the interoperation of that Third-Party Application, Subscriber shall defend, indemnify, and hold harmless ARX from any and all claims based on ARX's use of such Third-Party Application.
- 2.10. Third Party Components.
- (a) Use of Third-Party Components. ARX may use Vendors to subcontract the performance of its duties and obligations hereunder

and to provide certain functions of the Services, including without limitation, hosting and data analysis. Certain Vendor policies and terms and conditions of service may apply to the Services. Such terms, or URL addresses for such terms, will be provided from time to time upon Subscriber's request, "Additional Terms." If any of the Vendors and/or licensors of the Third-Party Components require ARX to flow down any Additional Terms Subscriber, Subscriber's use of such Third-Party Components, as incorporated into the SaaS Service, shall be subject to such Additional Terms. In the event of any inconsistency or conflict between the Additional Terms and the terms of this Agreement, such Additional Terms shall govern with respect to Subscriber's use of the applicable Third-Party Component.

- (b) DISCLAIMER REGARDING THIRD PARTY COMPONENTS. ARX, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD-PARTY COMPONENTS, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD-PARTY COMPONENTS AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

- 2.11. Third Party Data. Subscriber shall access and use the Third-Party Data in accordance with the terms and conditions of the agreement between the Subscriber and the provider of such Third-Party Data. ARX, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD-PARTY DATA, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD-PARTY DATA AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.
- 2.12. Agreements with Third Party Providers. Subscriber, and not ARX, is solely responsible for establishing any required agreement(s) and/or statement(s) of work with Third Party Providers in connection with the interfaces, and for paying all fees, costs and expenses of Third-Party Providers.
- 2.13. Changes to Services. ARX may make changes and Updates to its Services in its discretion. ARX does not guarantee that the Services are or will remain compatible with any particular third-party software or equipment, and may, upon written notice, terminate its support for, any software or equipment of Subscriber that ARX determines are incompatible with the operation of the Services. In the event ARX makes updates that materially reduce the overall quality or functionality of the Services, Subscriber's sole and exclusive remedy shall be to terminate this Agreement in accordance with Section 4.2 below.

3. FEES AND PAYMENT TERMS.

- 3.1. Fees for ARX Services. Subscriber will pay ARX fees as stated on Schedule A (the “Fees”) attached hereto in accordance with the payment schedule set forth on Schedule A. All payments of Fees are non-refundable. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. The City of Livonia is a governmental entity which is exempt from sales and use taxes. Subscriber agrees that its use of and/or payment for Services constitutes its inspection and acceptance of such Service.
- 3.2. Third-Party Data and Third-Party Components. Additional fees may apply to the use of certain Third-Party Data and Third-Party Components, which if provided by or through ARX, such fee may be included within the Fees. ARX may pass through any increase in such fees for Third Party Components or Third-Party Data, relating to any existing Services, by giving Subscriber thirty (30) days’ advance notice.
- 3.3. Taxes. If Subscriber is exempt from paying Indirect Taxes, it shall provide to ARX exemption certificates, or a direct payment permit certificate, or such information to ARX as reasonably required and requested to determine whether ARX is obligated to collect Indirect Taxes from Subscriber. If any such taxes are required to be withheld on any payment, Subscriber will pay such additional amounts as are necessary so that the net amount received by ARX is equal to the amount then due and payable under this Agreement.

4. TERM AND TERMINATION.

4.1. Term.

- (a) Initial Term. The initial term of this Agreement begins on the Effective Date and will continue for the period set forth on Schedule A, unless and until terminated in accordance with Section 4.2 (the “Initial Term”).
- (b) Renewal Terms. Upon expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for successive periods as set forth on Schedule A (each, a “Renewal Term”) at the rates designated by ARX at least sixty (60) days in advance of such Renewal Term, or if no such rates are designated by ARX, at the rates set forth on Schedule A, unless either party provides the other with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. Adjusting for economic changes, ARX may increase the Fees set forth on Schedule A at the beginning of the Renewal Term by no more than twenty (20) percent of the previous twelve (12) month’s Fees.

4.2. Temporary Suspension and Termination.

- (a) Either party may terminate this Agreement upon written notice to the other party, if the other party breaches a material term of this

Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.

- (b) If ARX reasonably determines that Subscriber's use of the Services either: (i) fails to comply with the Restrictions on Use in Section 2.5; (ii) poses a security risk to the Services or any third party, (iii) creates or is likely to create an adverse impact on ARX's systems, the Services, or the systems or content of any other subscriber; or (iv) subjects ARX or its Affiliates to possible liability, then ARX may immediately upon notice temporarily suspend Subscriber's and any Authorized User's right to access any portion or all of the Services, pending remedial action by Subscriber, or after a period of thirty (30) days, terminate the Services.
- (c) If Subscriber terminates this agreement for cause, ARX will refund Customer a pro-rata portion on a monthly basis, beginning on the first day of the month following the effective date of termination, of any prepaid Fees that cover the remainder of the Initial Term. In no event will any termination relieve Subscriber of the obligation to pay any Fees payable to ARX for the period prior to the effective date of the termination.

4.3. Effect of Termination. In the event of any termination or expiration of this Agreement:

- (a) Subscriber will pay ARX all amounts payable hereunder as of the effective date of termination or expiration, as well as all unpaid amounts attributable to the remainder of the Term;
- (b) all rights and licenses granted hereunder to Subscriber (as well as all rights granted to any Authorized Users of Subscriber) will immediately cease, including but not limited to all use of the SaaS Services; and
- (c) Subscriber will, upon written request of ARX, either return to ARX or provide ARX with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information of ARX that are in Subscriber's possession or control.

4.4. Survival. The following provisions will survive any termination or expiration of this Agreement: Section 2.7 ("Subscriber Data"), Section 2.9 ("Third Party Components"), Section 2.10 ("Third Party Data"), Section 4.3 ("Effect of Termination"), Section 5 ("Confidentiality"), Section 6.2 ("Disclaimer"), Section 7 ("Limitation of Liability"), Section 8 ("Indemnification"), Section 9 ("Miscellaneous Provisions") and this Section 4.4 ("Survival").

5. CONFIDENTIALITY.

5.1. Definition of Confidential Information. For the purposes of this Agreement, "Confidential Information" means: (a) with respect to ARX, the SaaS

Services, and any and all source code relating thereto, as well as Documentation and non-public information or material regarding ARX's legal or business affairs, financing, customers, properties or data, and (b) with respect to Subscriber, any non-public information or material regarding Subscriber's legal or business affairs, financing, customers, properties or data which are disclosed to ARX hereunder and marked as confidential. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.

- 5.2. Use and Disclosure of Confidential Information. The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement; (ii) subject to Section 5.4 below, restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.
- 5.3. Protection of Confidential Information. The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).
- 5.4. Employee and Independent Contractor Compliance. The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information.
- 5.5. Required Disclosures. If a party is requested to disclose any of the other party's Confidential Information pursuant to any judicial or governmental order, that party will not disclose the Confidential Information without first giving the other party written notice of the request and sufficient opportunity to contest the order, to the extent such notice and opportunity to contest may be lawfully given. If one party is nonetheless legally compelled to

disclose Confidential Information, such party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises it is legally required to be disclosed, provided that such party shall use its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal. The parties recognize that Subscriber may not contract its way out of compliance with the Michigan Freedom of Information Act, MCL 15.231, *et seq.* Nothing in this Agreement will in any way limit Subscriber's ability to comply with said law.

- 5.6. Information Collected Through SaaS Services. Subscriber is solely responsible for compliance with applicable laws related to the manner in which Subscriber chooses to use the Services, including Subscriber's transfer and processing of Subscriber Data. Subscriber understands and agrees that when it uses certain features of the SaaS Services, certain information and data may be collected from Authorized Users, including monitoring and recording activity, which may include personal identifying information, either of the Authorized Users or other individuals. Subscriber agrees that ARX may use such information only as specified in Section 2.8 above. Provision of Services may involve the disclosure of such information to Vendors or Affiliates on the condition that they agree to treat such information in a manner substantially in accordance with this Agreement. Subscriber may revoke its consent to ARX's collecting and using such data at any time by written notice to ARX; provided, however, that Subscriber agrees that such revocation of consent may impair or render impossible the Subscriber's use of the SaaS Services.
- 5.7. Breach of Subscriber Data. As used in this subsection, "Data Breach" means "the intentional or unintentional release of Subscriber Data or Subscriber's Confidential Information, by ARX to a third party that is not authorized by this Agreement, or otherwise expressly authorized in writing by Subscriber. ARX will comply with all applicable laws regarding notice to affected individuals and other requirements in the event of a Data Breach. In the event of a Data Breach, ARX shall; (a) immediately upon discovery of the Data Breach give notice to Subscriber that the Data Breach occurred, and employ all efforts to immediately stop the Data Breach; (b) within 30 calendar days of notice being given, inform Subscriber of the nature of the breach and what information, if any, was released.
- 5.8. CJIS standards. ARX will adhere to applicable CJIS Security Policy. Subscriber understands and agrees that ARX utilizes third party vendors ("Hosting Providers") to securely host the SaaS Services in addition to its own extensive encryption and threat detection systems. As of the Effective Date of this Agreement, ARX utilizes Amazon Web Services (AWS) as its Hosting Provider for the SaaS Services. Subscriber may request reasonable records from ARX from time to time to assess ARX's adherence

to requirements of the applicable CJIS Security Policy promulgated by the FBI. ARX will produce records within a reasonable time frame. For the avoidance of doubt, Subscriber may need the consent of Hosting Provider to obtain any records or information from Hosting Provider. Subscriber will have the opportunity to run background checks on any ARX employees that will have access to Subscriber Data.

6. REPRESENTATIONS AND WARRANTIES.

- 6.1. Power and Authority. Each party represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. Subscriber represents and warrants that it has obtained, and shall have, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations, during the Term of this Agreement. Subscriber further represents that it has not received federal funding in connection with procurement under this Agreement.
- 6.2. No Other Warranties. Use of the SaaS Services is not intended to be a substitute for the professional judgment of dispatchers, law enforcement officers, or first responders, or other Subscriber personnel or officials, as applicable. The SaaS Services do not provide legal advice. Subscriber shall be solely responsible for all its own reliance on, actions, or failure to act in connection with the SaaS Services. THE SERVICES, THE THIRD PARTY COMPONENTS, AND THE THIRD PARTY DATA ARE PROVIDED "AS IS." ARX ASSUMES NO RESPONSIBILITY OR RISK FOR SUBSCRIBER'S USE OR MISUSE OF, OR FAILURE TO USE, THE INFORMATION PROVIDED THROUGH THE SAAS SERVICES. DUE TO THE NATURE OF SOFTWARE AND THE INTERNET, ARX CANNOT GUARANTEE THAT EVERY ERROR IN THE SAAS SERVICES OR PROBLEM RAISED BY SUBSCRIBER WILL BE RESOLVED. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6 NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SERVICES, THE THIRD PARTY COMPONENTS, THE THIRD PARTY DATA OR THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR UNINTERRUPTED OPERATION OR THAT THE SERVICES, THIRD-PARTY COMPONENTS AND THIRD-PARTY DATA ARE UP TO DATE, ACCURATE OR COMPLETE, SECURE FROM LOSS OR DAMAGE, OR FREE OF HARMFUL COMPONENTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. To the extent that a party may not as a matter of Applicable Law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

7. LIMITATION OF LIABILITY.

- 7.1. Liability Exclusion. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE, OR FAILURE OF, OF THE SERVICES, THE THIRD PARTY COMPONENTS OR THE THIRD PARTY DATA PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, ENVIRONMENTAL DAMAGE, LOSS OF PROFITS, REVENUES, ANTICIPATED SAVINGS, CUSTOMERS, OPPORTUNITIES, DAMAGE TO PRIVACY, REPUTATION OR GOODWILL OR UNAVAILABILITY OF THE SERVICES, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- 7.2. THE MAXIMUM LIABILITY OF EACH PARTY TO THIS AGREEMENT ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO ARX BY SUBSCRIBER DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES. NEITHER PARTY SHALL HAVE ANY LIABILITY TO ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATING TO THE THIRD-PARTY COMPONENTS OR THE THIRD-PARTY DATA OR OTHERWISE.
- 7.3. Exceptions. NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 7.1 AND SECTION 7.2 SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8. INDEMNIFICATION.

- 8.1. Indemnification by ARX. ARX will defend, indemnify and hold harmless Subscriber and its Authorized Users, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney's fees and expert and consulting fees) in connection with any third party claim arising after the Effective Date that the use of the SaaS Services (excluding any open source software) in accordance with this Agreement infringes or misappropriates the United States Intellectual Property Rights of third party; provided, however, that the foregoing obligations shall be subject to Subscriber (a) promptly notifying ARX of the claim, (b) providing ARX with reasonable cooperation in the defense of the claim when Subscriber

becomes aware, and (c) providing ARX with sole control over the defense and negotiations for a settlement or compromise; provided, however, that ARX shall not enter into any such settlement without Subscriber's prior written consent, which consent will not be unreasonably withheld, and that Subscriber shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing. Notwithstanding the foregoing, ARX shall have no obligation with respect to a third party claim to the extent the third party claim arises from: (s) claims arising out of acts or omissions of Subscriber or its users, employees or contractors; (t) claims brought by Subscriber or its Affiliates or Authorized Users; (u) claims arising from the use of prior versions software after receipt of modified or updated versions of software; (v) claims arising from the use of Third Party Applications, Third Party Components or Third Party Data; (x) use of the SaaS Services in combination with modules, apparatus, hardware, software, or services not authorized by ARX or specified in the Documentation for use with the SaaS Services; (y) use of the SaaS Services in a manner that is not in accordance with this Agreement or the Documentation; (z) the alteration or modification of the SaaS Services by a party other than ARX, unless such alterations and modifications were authorized by ARX or specified in the Documentation for use with the SaaS Services.

9. MISCELLANEOUS.

9.1. Notices. Unless otherwise specified herein, all notices and other communications between the parties required or permitted by this Agreement or by Applicable Law, will be deemed properly given, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized private courier service, to the respective addresses of the parties set forth below or such other addresses as the respective parties may designate by like notice from time to time. Notices so given will be effective upon (a) receipt by the party to which notice is given; or (b) on the fifth (5th) business day following mailing, whichever occurs first:

If to ARX:

ARX, Inc.
2901m Auburn Road, Auburn Hills, MI
48326
Attn: Andrew McKeever
Email: andrew@arxcommunity.com

Copy to:

Bodman PLC
201 S. Division, Suite 400
Ann Arbor, MI 48103
Attn: Timothy Damschroder, Esq.
Email: JMorrison@Bodmanlaw.com

If to Subscriber:

Attn: _____

Copy to:

Attn: _____

- 9.2. Assignment. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, without the consent of the other party, assign or otherwise transfer this Agreement to any of its Affiliates or to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets. Any assignment or other transfer in violation of this section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.
- 9.3. Force Majeure. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.
- 9.4. No Waiver. The failure of either party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged.
- 9.5. Amendment. No modification, change or amendment to this Agreement shall be effective unless in writing signed by Subscriber and ARX. No term included in any invoice, estimate, confirmation, acceptance, purchase order or any other similar document in connection with this Agreement will be effective unless expressly stated otherwise in a separate writing signed by Subscriber and ARX.
- 9.6. Relationship of the Parties. The relationship of the parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (a) give any party any right or authority to create or assume any obligation of any kind on behalf of any other party or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

- 9.7. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.
- 9.8. Headings. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.
- 9.9. Counterparts. This Agreement may be executed, including by electronic signature, in two or more counterparts, each of which shall be an original and all such counterparts together shall constitute one and the same instrument. Electronically executed or electronically transmitted (including via facsimile transmission) signatures have the full force and effect of original signatures.
- 9.10. Cumulative Remedies. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 9.11. Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 9.12. Compliance with Laws. Subscriber shall ensure that its use of the Services and all Subscriber Data complies with all Applicable Laws relating to the privacy of third parties or the protection of their personal data promulgated by any governmental, municipal, or legal authority having jurisdiction over Subscriber or the End User Data covered by this Agreement.
- 9.13. Entire Agreement. This Agreement supersedes all previous understandings, agreements and representations between the parties, written or oral and constitutes the entire agreement and understanding between the parties with respect to the subject matter thereof and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement, and, except as provided for herein, neither party makes any covenant or other commitment concerning its future action nor does either party make any promises, representations, conditions, provisions or terms related thereto.

- 9.14. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to the choice of law or conflicts principles. Any legal suit, action or proceeding arising out of or related to this Agreement or the rights granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the state of organization of the defending party in such proceedings, in each case located in the city of the defending party's choosing within such state. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

ARX, Inc.

City of Livonia, Michigan

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



REPORT TO THE LIVONIA CITY COUNCIL

Engineering
March 17, 2021

MEETING DATE

March 22, 2021

PREPARED BY

Karen Worley, Secretary IV

AGENDA ITEM

New Data Item 18 - Clarification regarding lowest qualified bidder

BACKGROUND

To provide clarity, the overall difference between Luigi Ferdinandi & Son Cement Company and Rotondo Construction Corporation is \$34,951.40. Luigi Ferdinandi & Son Cement Company was recommended as the lowest qualified bidder. A breakdown of the overall cost for repairs for Phase I was created based on the most recent water main breaks consisting of 44 locations logged by Engineering from mid-October through early March. The breakdown of these 44 locations is comprised of 25 concrete locations, 12 asphalt locations and 7 locations with a combination of both concrete and asphalt. The attachment shows that based on the quantities through March 8, 2021 that Luigi Ferdinandi & Son Cement Company would provide a cost savings of approximately of \$18,289.75 for repairs completed in Phase I.

Please note that there will be additional quantities forthcoming based on water main breaks that occur in March and April. In order to have all of the necessary pavement repairs completed by early July, the program has to be bid out prior to these additional quantities being known. The estimated quantities are based on previous 2-year contracts.

RECOMMENDATION

FISCAL CONSIDERATION

ATTACHMENTS

1. Luigi vs Rotondo Comparison

APPROVED BY

Todd Zilincik, P.E., City Engineer

Date: March 17, 2021

Don Rohraff, Director of Public Works

Date: March 18, 2021

Maureen Miller Brosnan, Mayor

Date:

Regular Agenda Item #18 (March 22, 2021)
Sidewalk and Pavement Replacement Program - Water Main Breaks
Contract 21-F - Phase 1 (Quantities as of March 8, 2021)

Luigi Ferdinandi & Son/Joe Rotondo Construction Comparison

<u>Item</u>	<u>Quantity</u>	<u>Luigi Ferdinandi & Son</u>		<u>Rotondo Construction</u>	
		Unit Price	Total Price	Unit Price	Total Price
4"	614 sf	\$8.00	\$4,912.00	\$6.75	\$4,144.50
6"	863 sf	\$8.50	\$7,335.50	\$7.50	\$6,472.50
7"	1,239 sf	\$8.75	\$10,841.25	\$9.00	\$11,151.00
8"	337 sf	\$9.00	\$3,033.00	\$8.50	\$2,864.50
Remove 9"/11"	1,119 sf	\$7.00	\$7,833.00	\$10.00	\$11,190.00
Place 9"/11"	1,119 sf	\$8.00	\$8,952.00	\$10.00	\$11,190.00
Asphalt (3" to 6")	3,268 sf	\$9.00	\$29,412.00	\$12.00	\$39,216.00
Ramps	6	\$500.00	\$3,000.00	\$1,050.00	\$6,300.00
R & R 8" C & G	72 lf	\$30.00	\$2,160.00	\$45.00	\$3,240.00
			<u>\$77,478.75</u>		<u>\$95,768.50</u>

Savings with Luigi Ferdinandi & Son \$18,289.75

Note: **Red** notes lower price

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 8, 2021**

Meeting was called to order via Zoom remote technology at 8:38 p.m. by President Kathleen McIntyre. Present: Scott Bahr (Livonia, Michigan); Cathy White (Livonia, Michigan); Brandon McCullough (Livonia, Michigan); Rob Donovic (Deployed); Jim Jolly (Livonia, Michigan); Cathy White (Livonia, Michigan); and President Kathleen McIntyre (Livonia, Michigan). Absent: None.

9) AWARD OF CONTRACT: Engineering Division, re: for the 2021-2022 Sidewalk and Pavement Replacement Program - Water Main Breaks - Contract 21-F, for a two (2) year contract.

Todd Zilincik, City Engineer, presented this request to Council. He stated this item before Council is a bid that was taken back on February 9th. It's a two-year contract for water main breaks. Just a brief history, DPW goes out, they'll get a call for a water main break, they'll fix that repair location, then we'll end up getting the information to the Engineering Department, whether it's sidewalk, drive approach, asphalt approach, could be a commercial approach, part of the roadway, to go ahead and complete in two phases. The first phase is usually done by July 1st, July 2nd, and the second phase is done in the fall by mid-October. So anything that was done from November last year through this portion typically in May, June, we complete those repairs by July and then the fall repairs. We had very competitive bids, we had nine people bid on the project. The amounts varied from \$328,006.50 all the way up to \$871,402.00. So you can see there's nine bidders, Phase I and Phase II, a two-year contract. Luigi Fernandi & Sons Company was the lowest bidder. We have not worked with them before; however I did check on the references, they've worked in previous communities. I also checked with OHM, AEW and HRC who are the consultants we do business with that also had no issues at this time, appeared satisfactory. Their asphalt contractor was Brown Asphalt out of Pontiac who's been in business for forty years. At this time we're asking your approval for that contractor in the amount for a two-year contract of \$328,006.50.

Joe Rotondo, 33135 Pickford, Livonia, stated he wanted to comment on the bid for the water main break restoration. We look like we're high on the bid, but when you break the bid down and take a good look at it, the 4-inch concrete, 6-inch concrete, and 8-inch concrete, was substantially lower than Luigi. We've done this contract for a number of years. Last year we did zero asphalt repair and we come up a little bit higher than Luigi on the asphalt repair, but we're cheaper on 90% of the work that we normally do. We take a lot of pride in our work and we go over and above our contract like replacing sprinkler lines that may be caught under the concrete that we see that are broke so that whoever replaces sprinklers normally doesn't have to come and either remove our concrete to replace the lines or bore under the concrete. We try to do the

best job we can for you and we hope that you'll take a close look at these bids and like I say, 90% of our work last year was 4-inch, 6-inch, and 8-inch concrete. And I want to thank you for letting me talk tonight and I'm happy to be a resident of Livonia and I really appreciate all of the work you do for us, thank you.

Councilmember Toy offered an approving resolution and stated that Mr. Rotondo has done a great job for our City. His specialty seems to be sidewalks and a very reputable company and a very reputable family. And I think when we compare the bids, the cement is less than the other bidders, to make up some of the heels and things that are going to have to be done with this unfortunate issue that we have before us. So I would encourage us to give a good nod to this bidder, I have a lot of good faith and he is a resident here.

President McIntyre stated to Councilmember Toy that what the Engineering Department has asked Council to do is to award the contract to Luigi.

Councilmember Toy said she is offering an approving for Rotondo.

President McIntyre said that would be a denying resolution and Toy agreed.

Vice President Bahr said he doesn't think there needs to be a denying resolution, but could offer approving for Rotondo. He then asked Zilincik to clarify the components on the bid. Zilincik replied that every two years they look and see what happens and in those instances obviously the water main breaks should go down because we're putting more infrastructure into the City, correct, with our DWSRF Project. So, take last year's projects, Joe Rotondo was the contractor last year, look at the items, however, we don't know, it's like winning the lottery, I don't know where a water break is going to happen. Could be in a roadway which is a thick pavement, could be in a parking lot, could be residential, we have to go on the best ability we can on the water main breaks, whether it's concrete, asphalt, or sidewalk itself. So to the best of my ability we do it inhouse, take those quantities, put them out to bid and you see we had a very extensive bid, nine bidders. And so those quantities, like I said, some people bid the 4 and 6-inch, Joe's prices were cheaper on those items, but again, the asphalt was a big difference on the bid between Luigi's and Rotondo's, about a \$3.00 difference. So it all depends on where the water main break location and quantity of curb. But from our best ability we put in Phase I quantities, we take half of those quantities for Phase II, and then next year I don't know what's going to happen but you do the best ability from the previous data to do the best specifications, as tight as I can when I bid it out based on those quantities they're going to bid on.

Vice President Bahr stated Mr. Rotondo obviously is well-known to the City, does great work, has a number of contracts and I'm sure will continue to have contracts and just appreciate his involvement in our City. But looking at this objectively it's hard to get past the \$38,000.00 difference on this particular one. So I understand there's a resolution out there for approving for Mr. Rotondo, I'm going to offer an approving for the one recommended by the Engineering Department initially. We have two

resolutions so it will obviously stay on the Regular, but I'd like to use the next two weeks just looking into this a little bit further. Because I understand Mr. Rotondo's points but we establish quantities the way we do for a reason and that's a big enough gap that it's hard for me to ignore that, so I'd put an approving out there as recommended.

Councilmember Jolly stated he agrees with Vice President Bahr, it's worth looking at over the course of the next two weeks. I will say I as an individual, I feel uncomfortable sometimes when we consider going with a high bidder when that high bidder is not recommended by the Department or the Administration specifically. Not to say that there's anything particularly wrong with that but I believe we might be well-served to pay extra attention and give it more scrutiny if that is something that we're going to consider. We have two motions on the floor. I will look into the concerns expressed by Mr. Rotondo and I also appreciate what Mr. Zilincik has offered here tonight. It's kind of a delicate situation and I cherish the bid process as I believe many of us do, most all of us do to be honest. I look forward to having this before us in two weeks but it's worth considering.

Councilmember Toy said she appreciates all of her colleagues' comments. I only go back to experience levels and work quality, etc., but I also go back to an old saying that I think it was Buzz Armstrong said as he goes up in the rocket over to the moon, saying jeezo Pete, this thing was built with low bidding specs. So there's always a thought about the low bidders, there's always a thought about the next bidder or the next bidder, so we want to look at each of them objectively within the next meeting and hear both people out. This way we have a little bit of an option with some room, and I expect to hear other's opinions on it, that's why we're all elected, to look at things the way they're looking at them. So I appreciate all my colleagues' comments and I would hope to keep an open mind as we go through this one.

DIRECTION: 1)APPROVING FOR ROTONDO
 2)APPROVING FOR LUIGI

REGULAR



REPORT TO THE LIVONIA CITY COUNCIL

Engineering
February 17, 2021

MEETING DATE

March 8, 2021

PREPARED BY

Karen Worley, Secretary IV

AGENDA ITEM

AWARD OF CONTRACT: Engineering Division, re: for the 2021-2022 Sidewalk and Pavement Replacement Program - Water Main Breaks - Contract 21-F, for a two (2) year contract.

BACKGROUND

At the request of the Department of Public Works a program was established to replace removed sidewalks and pavements to facilitate water main break repairs.

Phase I water main break locations are compiled from late October thru early April each year. Pavement repairs to the road, sidewalk and drive approaches are then scheduled to be completed by early July. The remaining water main breaks from mid-April until late September are then compiled for Phase II. Phase II repairs are then scheduled to be completed by mid to late October before leaf season commences.

The Engineering Division finalized plans and specifications for a two (2) year contract to repair damaged sidewalk and pavement at water main break locations. Bids for the subject project were taken on February 9, 2021. In response to our advertisement on MITN, nine (9) bids were submitted. These bids may be summarized as follows:

<u>NAME OF BIDDER</u>	<u>PHASE I</u>	<u>PHASE II</u>	<u>TOTAL</u>
1. Luigi Ferdinandi & Son Cement Co. Roseville, MI	\$208,874.50	\$119,132.00	\$328,006.50
2. Joe Rotondo Construction Livonia, MI	\$224,760.20	\$138,197.70	\$362,957.90
	With Bidder's Preference		\$359,328.32
3. L. Anthony Construction Shelby Twp., MI	*\$231,000.00	*\$143,380.00	*\$374,380.00
4. Merlo Construction Milford, MI	\$260,801.05	\$150,073.05	\$410,874.10

5. Audia Concrete Milford, MI	\$260,840.00	\$158,942.50	\$419,782.50
6. Great Lakes Infrastructure Commerce Twp., MI	\$297,276.10	\$161,135.10	\$458,411.20
7. Great Lakes Contracting Solutions Waterford, MI	\$321,623.10	\$221,176.60	*\$542,799.70
8. Century Cement Company Riverview, MI	\$367,110.00	\$209,560.00	\$576,670.00
9. Lacaria Concrete Construction Detroit, MI	\$541,982.00	\$329,420.00	\$871,402.00

**Italics indicate as corrected by Engineering*

The project specifies it will be a two (2) year contract and that all Phase I work shall be completed prior to July 2, 2021 and July 2, 2022 and that Phase II work shall be completed between September 20th and October 22nd, 2021 and September 20th and October 22nd, 2022.

The low bidder, Luigi Ferdinandi & Son Cement Co. has done similar work previously in other communities. Based on other governmental references, the Engineering Division believes their work will be satisfactory. The Engineering Division will be providing inspection and performing pay estimates for the project.

RECOMMENDATION

We respectfully recommend that the Council award the 2021/2022 Sidewalk and Pavement Replacement Program - Water Main Breaks - Contract 21-F to Luigi Ferdinandi & Son Cement Co., a two (2) year contract. Please refer to the Fiscal Consideration section below and the attached bid tab for additional information.

FISCAL CONSIDERATION

- Award contract in the total amount of not-to-exceed \$328,006.50 or \$164,003.25 per year (Phase I - \$208,874.50 or \$104,437.25 per year and Phase II \$119,132.00 or \$59,566.00 per year) to Luigi Ferdinandi & Son Cement Co., 16481 Common Road, Roseville, MI 48066. The award should be on the basis of the bid unit prices said amount to be adjusted based upon the quantities of work actually completed.

- Authorize an additional appropriation and expenditure in the amount not-to-exceed \$328,006.50 for the 2021/2022 Sidewalk and Pavement Replacement Program – Water Main Breaks from the Water and Sewer Construction in Progress Account No. 592-158-000 for a two (2) year contract.
- Authorize the City Engineer to approve minor adjustments in the work as required.

ATTACHMENTS

1. Bid Tab -21-F

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: February 23, 2021



Don Rohraff, Director of Public Works

Date: February 24, 2021



Michael Slater, Finance Director

Date: February 24, 2021



Maureen Miller Brosnan, Mayor

Date: February 26, 2021

2021/2022 Sidewalk and Concrete Repair Program Water Main Break Locations
City of Livonia Engineering Division
Contract 21-F
Bid Tabulation
February 9, 2021

Luigi Ferdinandi & Son Cement Co
 16481 Common Road
 Roseville, MI 48066
 (586) 774-1000
 Contact: Luigi Ferdinandi

Rotondo Construction Inc.
 38807 Ann Arbor Rd., Ste. 2
 Livonia, MI 48150
 (248) 474-0707
 Contact: Joe Rotondo

L. Anthony Construction
 11085 Lisa Lane
 Shelby Twp., MI 48316
 (586) 634-6908
 Contact: Larry Forgione

ITEM	DESCRIPTION	EST. QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Phase I Locations								
1.	Remove and Replace 4" Concrete Sidewalk and Flatwork (s.f.)	4,500	\$8.00	\$36,000.00	\$6.75	\$30,375.00	\$8.00	\$36,000.00
2.	Construct 6" Sidewalk Ramp meeting ADA Requirements with Truncated Domes (Armor-Tile Tactile System, 5' x 2') including curb repair (first flag adjacent to curb) (each)	5	\$500.00	\$2,500.00	\$1,050.00	\$5,250.00	\$340.00	\$1,700.00
3.	Adjust Structure (Top 1') (each)	4	\$100.00	\$400.00	\$450.00	\$1,800.00	\$100.00	\$400.00
4.	Adjust Structure (each <i>additional</i> foot) (each)	2	\$200.00	\$400.00	\$275.00	\$550.00	\$100.00	\$200.00
5.	Sanitary Structure (Top 30") (Includes encapsulation) (each)	2	\$200.00	\$400.00	\$950.00	\$1,900.00	\$1,000.00	\$2,000.00
6.	Remove and replace Concrete 8" Curb and Gutter (l.f.)	200	\$30.00	\$6,000.00	\$45.00	\$9,000.00	\$60.00	\$12,000.00
7.	Remove and Replace 6" Concrete Sidewalk or Approach (s.f.)	5,100	\$8.50	\$43,350.00	\$7.50	\$38,250.00	\$9.00	\$45,900.00
8.	Remove and Replace 8" Concrete Sidewalk or Approach (s.f.)	4,500	\$9.00	\$40,500.00	\$8.50	\$38,250.00	\$10.00	\$45,000.00
9.	Remove and Replace 7 " plain concrete pavement (s.f.)	1,750	\$8.75	\$15,312.50	\$9.00	\$15,750.00	\$9.00	\$15,750.00
10.	Remove 9" reinforced concrete pavement (s.f.)	250	\$7.00	\$1,750.00	\$5.00	\$1,250.00	\$2.00	\$500.00
11.	Remove +9" thru 11" Reinforced Concrete Pavement (s.f.)	800	\$7.00	\$5,600.00	\$10.00	\$8,000.00	\$2.50	\$2,000.00
12.	Remove Reinforced Concrete Pavement in excess of 11 " (s.f.)	100	\$7.00	\$700.00	\$10.00	\$1,000.00	\$3.00	\$300.00
13.	Place 9" to 11" concrete pavement (Wayne County/MDOT Roads)	1,500	\$8.00	\$12,000.00	\$10.00	\$15,000.00	\$12.00	\$18,000.00
14.	Place each additional 2" of concrete pavement in excess of 11" (maximum of 15")	1,500	\$0.10	\$150.00	\$1.00	\$1,500.00	\$2.00	\$3,000.00

2021/2022 Sidewalk and Concrete Repair Program Water Main Break Locations
City of Livonia Engineering Division
Contract 21-F
Bid Tabulation
February 9, 2021

Luigi Ferdinandi & Son Cement Co
16481 Common Road
Roseville, MI 48066
(586) 774-1000
Contact: Luigi Ferdinandi

Rotondo Construction Inc.
38807 Ann Arbor Rd., Ste. 2
Livonia, MI 48150
(248) 474-0707
Contact: Joe Rotondo

L. Anthony Construction
11085 Lisa Lane
Shelby Twp., MI 48316
(586) 634-6908
Contact: Larry Forgione

ITEM	DESCRIPTION	EST. QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Phase I Locations (cont.)								
15.	Place 8" thru 10" High Early Strength (HES) Concrete Pavement (Min. of 8 bags/cy)	1,250	\$6.00	\$7,500.00	\$9.50	\$11,875.00	\$9.00	\$11,250.00
16.	Place each additional 2" of High Early Strength (HES) Concrete Pavement (Min. of 8 bags/cy)	750	\$0.10	\$75.00	\$2.50	\$1,875.00	\$2.00	\$1,500.00
17.	Additional saw cutting for pavement thickness over 10" up to 15" (Wayne County/MDOT Roads)	100	\$1.00	\$100.00	\$6.00	\$600.00	\$5.00	\$500.00
18.	Remove and Replace 3"-6" Asphalt (1100 T-36A)	2,000	\$9.00	\$18,000.00	\$12.00	\$24,000.00	\$8.00	\$16,000.00
19.	Lighted Arrow, Type C, Furn. (each)	5	\$150.00	\$750.00	\$500.00	\$2,500.00	\$100.00	\$500.00
20.	Lighted Arrow, Type C, Oper. (each)	5	\$1.00	\$5.00	\$1.00	\$5.00	\$100.00	\$500.00
21.	Plastic Drum, High Intensity, Furn. (each)	350	\$4.00	\$1,400.00	\$1.00	\$350.00	\$2.00	<i>*\$700.00</i>
22.	Plastic Drum, High Intensity, Oper. (each)	350	\$1.00	\$350.00	\$1.00	\$350.00	\$5.00	<i>*\$700.00</i>
23.	Barricade Type III High Intensity Double-Sided, Furn. (each)	5	\$25.00	\$125.00	\$25.00	\$125.00	\$30.00	\$150.00
24.	Barricade Type III High Intensity Double-Sided, Oper. (each)	5	\$1.00	\$5.00	\$1.00	\$5.00	\$30.00	\$150.00
25.	Sign Cover (each)	2	\$1.00	\$2.00	\$0.10	\$0.20	\$50.00	\$100.00
26.	Sign, Type B, Temp., Prismatic, Furn. (s.f.)	100	\$4.00	\$400.00	\$1.00	\$100.00	\$6.00	\$600.00
27.	Sign, Type B, Temp., Prismatic, Oper. (s.f.)	100	\$1.00	\$100.00	\$1.00	\$100.00	\$6.00	\$600.00
28.	Inspector Days (based on an 8 hour day) Note: Min. Bid 30 days @\$500 per day	30	days	\$15,000.00	30	\$15,000.00	30	\$15,000.00
Phase I Locations Total for Items 1-28:				\$208,874.50		\$224,760.20		<i>*\$231,000.00</i>

**Italics indicate as corrected by Engineering*

2021/2022 Sidewalk and Concrete Repair Program Water Main Break Locations
City of Livonia Engineering Division
Contract 21-F
Bid Tabulation
February 9, 2021

2021/2022 Sidewalk and Concrete Repair Program Water Main Break Locations
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February 9, 2021

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 Contact: Luigi Ferdinandi

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 Livonia, MI 48150
 (248) 474-0707
 Contact: Joe Rotondo

L. Anthony Construction
 11085 Lisa Lane
 Shelby Twp., MI 48316
 (586) 634-6908
 Contact: Larry Forgione

ITEM	DESCRIPTION	EST. QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Phase II Locations								
1.	Remove and Replace 4" Concrete Sidewalk and Flatwork (s.f.)	2,250	\$8.00	\$18,000.00	\$6.75	\$15,187.50	*\$8.00	*\$18,000.00
2.	Construct 6" Sidewalk Ramp meeting ADA Requirements with Truncated Domes (Armor-Tile Tactile System, 5' x 2') including curb repair (first flag adjacent to curb) (each)	2	\$500.00	\$1,000.00	\$1,050.00	\$2,100.00	\$340.00	\$680.00
3.	Adjust Structure (Top 1') (each)	2	\$100.00	\$200.00	\$450.00	\$900.00	\$100.00	\$200.00
4.	Adjust Structure each <i>additional</i> 1' (each)	2	\$200.00	\$400.00	\$275.00	\$550.00	\$100.00	\$200.00
5.	Sanitary Structure (Top 30") (Includes encapsulation and adjustment) (each)	1	\$200.00	\$200.00	\$950.00	\$950.00	\$1,000.00	\$1,000.00
6.	Remove and replace Concrete 8" Curb and Gutter (l.f.)	150	\$30.00	\$4,500.00	\$45.00	\$6,750.00	\$60.00	\$9,000.00
7.	Remove and Replace 6" Concrete Sidewalk or Approach (s.f.)	2,750	\$8.50	\$23,375.00	\$7.50	\$20,625.00	\$10.00	\$27,500.00
8.	Remove and Replace 8" Concrete Sidewalk or Approach (s.f.)	2,000	\$9.00	\$18,000.00	\$8.50	\$17,000.00	\$12.00	\$24,000.00
9.	Remove and Replace 7 " plain concrete pavement (s.f.)	500	\$8.75	\$4,375.00	\$9.00	\$4,500.00	\$10.00	\$5,000.00
10.	Remove 9" reinforced concrete pavement (s.f.)	200	\$7.00	\$1,400.00	\$5.00	\$1,000.00	\$3.00	\$600.00
11.	Remove +9" thru 11" Reinforced Concrete Pavement (s.f.)	200	\$7.00	\$1,400.00	\$10.00	\$2,000.00	\$5.00	\$1,000.00
12.	Remove Reinforced Concrete Pavement in excess of 11" (maximum of 15") (s.f.)	200	\$7.00	\$1,400.00	\$10.00	\$2,000.00	\$6.00	\$1,200.00
13.	Place 9" to 11" concrete pavement (Wayne County/MDOT Roads)	750	\$8.00	\$6,000.00	\$10.00	\$7,500.00	\$12.00	\$9,000.00
14.	Place each additional 2" of concrete pavement in excess of 11" (maximum of 15")	250	\$0.10	\$25.00	\$1.00	\$250.00	\$2.00	\$500.00
15.	Place 8" thru 10" High Early Strength (HES) Concrete Pavement (Min. of 8 bags/cy)	200	\$6.00	\$1,200.00	\$9.50	\$1,900.00	\$10.00	\$2,000.00

2021/2022 Sidewalk and Concrete Repair Program Water Main Break Locations
City of Livonia Engineering Division
Contract 21-F
Bid Tabulation
February 9, 2021

Luigi Ferdinandi & Son Cement Co
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 (586) 774-1000
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Rotondo Construction Inc.
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 Contact: Joe Rotondo

L. Anthony Construction
 11085 Lisa Lane
 Shelby Twp., MI 48316
 (586) 634-6908
 Contact: Larry Forgione

ITEM	DESCRIPTION	EST. QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Phase II Locations (cont.)								
16.	Place each additional 2" of High Early Strength (HES) Concrete Pavement (Min. of 8 bags/cy)	100	\$0.10	\$10.00	\$2.50	\$250.00	\$2.00	\$200.00
17.	Additional saw cutting for pavement thickness over 10" up to 15" (Wayne County/MDOT Roads)	100	\$0.10	\$10.00	\$6.00	\$600.00	\$5.00	\$500.00
18.	Remove and Replace 3"-6" Asphalt (1100 T-36A)	3,000	\$8.50	\$25,500.00	\$12.00	\$36,000.00	\$10.00	\$30,000.00
19.	Lighted Arrow, Type C, Furn. (each)	5	\$150.00	\$750.00	\$500.00	\$2,500.00	\$100.00	\$500.00
20.	Lighted Arrow, Type C, Oper. (each)	5	\$1.00	\$5.00	\$1.00	\$5.00	\$100.00	\$500.00
21.	Plastic Drum, High Intensity, Furn. (each)	200	\$4.00	\$800.00	\$1.00	\$200.00	\$2.00	\$400.00
22.	Plastic Drum, High Intensity, Oper. (each)	200	\$1.00	\$200.00	\$1.00	\$200.00	\$2.00	\$400.00
23.	Barricade Type III High Intensity Double-Sided, Furn. (each)	5	\$25.00	\$125.00	\$25.00	\$125.00	\$30.00	\$150.00
24.	Barricade Type III High Intensity Double-Sided, Oper. (each)	5	\$1.00	\$5.00	\$1.00	\$5.00	\$30.00	\$150.00
25.	Sign Cover (each)	2	\$1.00	\$2.00	\$0.10	\$0.20	\$50.00	\$100.00
26.	Sign, Type B, Temp., Prismatic, Furn. (s.f.)	50	\$4.00	\$200.00	\$1.00	\$50.00	\$6.00	\$300.00
27.	Sign, Type B, Temp., Prismatic, Oper. (s.f.)	50	\$1.00	\$50.00	\$1.00	\$50.00	\$6.00	\$300.00
28.	Inspector Days (based on an 8 hour day) Note: Min. Bid 20 days @ \$500 per day	20	days	\$10,000.00	30	\$15,000.00	20	\$10,000.00
Phase II Locations Total for Items 1-28:				\$119,132.00		\$138,197.70		*\$143,380.00
Total Bid (Phase I and Phase II)				\$328,006.50		\$362,957.90		*\$374,380.00

**Italics indicate as corrected by Engineering*

2021/2022 Sidewalk and Concrete Repair Program Water Main Break Locations
City of Livonia Engineering Division
Contract 21-F
Bid Tabulation
February 9, 2021

Six (6) remaining bidders:

Merlo Construction 4964 Technical Drive Milford, MI 48381		Audia Concrete 2985 Childs Lake Road Milford, MI 48381		Great Lakes Infrastructure 3250 Lahring Road Linden, MI 48451	
Phase 1 - 30 days	\$260,801.05	Phase 1 - 39 days	\$260,840.00	Phase 1 - 30 days	\$297,276.10
Phase 2 - 20 days	<u>\$150,073.05</u>	Phase 2 - 29 days	<u>\$158,942.50</u>	Phase 2 - 20 days	<u>\$161,135.10</u>
	\$410,874.10		\$419,782.50		\$458,411.20
Great Lakes Contracting Solutions 2300 Edinburgh Road Waterford, MI 48328		Century Cement Company 12600 Sibley Road Riverview, MI 48193		Lacaria Concrete Construction 3720 Central Avenue Detroit, MI 48210	
Phase 1 - 35 days	\$321,623.10	Phase 1 - 40 days	\$367,110.00	Phase 1 - 35 days	\$541,982.00
Phase 2 - 30 days	<u>\$221,176.60</u>	Phase 2 - 30 days	<u>\$209,560.00</u>	Phase 2 - 30 days	<u>\$329,420.00</u>
	*\$542,799.70		\$576,670.00		\$871,402.00

Bids Advertised: MITN**Bid Opening Date: February 9, 2021****Total Nine (9) Bidders**



REPORT TO THE LIVONIA CITY COUNCIL

Engineering
March 4, 2021

MEETING DATE

March 22, 2021

PREPARED BY

Karen Worley, Secretary IV

AGENDA ITEM

REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Jeffrey A. Horne, P.E., Taylor TSC, State of Michigan, Department of Transportation, re: in conjunction with the I-275 Reconstruction Project, from Will Carleton Road to Six Mile Road. (CR 302-19)

BACKGROUND

The Michigan Department of Transportation (MDOT) is in the process of bidding the project for the \$265 million road reconstruction and patching project for I-275 from Will Carleton Road to Six Mile Road, the project will also encompass the bridges in this corridor, including a pedestrian crossing on the Five Mile Road bridge. This project is planned to begin in Summer 2021 and be completed in 2024. Please see the attached schedule.

In an effort to reduce the impact to the motoring public, the local residents and the businesses along the I-275 corridor and to allow the Contractor to maintain an aggressive work schedule, MDOT has requested a reprieve from the City of Livonia's Noise Ordinance regarding work during the night-time hours on Monday through Saturday evenings during the project (some Sundays may also be needed based on scheduling). The approval of this request will allow MDOT to place the noise ordinance waiver into their specifications for the portion of work performed in the City of Livonia. Please note that a noise ordinance waiver was passed for this project with Council Resolution No. 302-19, but due to the change in the project scope and the start delay, MDOT has requested an updated waiver.

RECOMMENDATION

The Engineering Division in conjunction with the Inspection Department has no objection to this request and would like to respectfully recommend that the Council approve MDOT's request to allow the work to be completed in a timely manner and in the interest of safety.

FISCAL CONSIDERATION

ATTACHMENTS

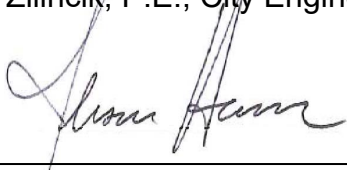
1. Request for Noise Ordinance Waiver for I-275 from Will Carleton to 6 Mile 3-3-21
2. MDOT Schedule for the I-275 from Will Carleton Road to Six Mile Road Project 3-3-21
3. CR #302-19

APPROVED BY



Date: March 04, 2021

Todd Zilincik, P.E., City Engineer



Date: March 04, 2021

Jerome Hanna, Director of Inspection



Date: March 11, 2021

Maureen Miller Brosnan, Mayor



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
TAYLOR TRANSPORTATION SERVICE CENTER

PAUL C. AJEGBA
DIRECTOR

RECEIVED

MAR 03 2021

CITY OF LIVONIA
ENGINEERING DEPARTMENT

March 3, 2021

Todd Zilincik, P.E.
City Engineer
City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

Subject: Request - Noise Ordinance Waiver for Project 111073: I-275 Reconstruction – Will Carleton to 6 Mile

Dear Mr. Zilincik:

This letter is being written in reference to the City of Livonia noise ordinance regarding nighttime work operations.

The Michigan Department of Transportation (MDOT) will begin a reconstruction project on I-275 that involves bridge work and road work between Will Carleton Road and 6 Mile Road in the Townships of Ash, Huron, Van Buren, Canton and Plymouth, and the Cities of Romulus and Livonia. Work is expected to begin in the Summer of 2021.

Because of the significant traffic volumes along I-275 and the current construction schedule, MDOT is proposing to conduct several work operations for this project during nighttime hours. This would reduce the impact to traffic, reduce the overall construction schedule, reduce worker exposure to peak traffic, and reduce overall work zone delays. Therefore, MDOT respectfully requests a reprieve from the City of Livonia ordinance regarding work during the nighttime hours.

A response is respectfully requested by April 30, 2021. Should you need any further information, please feel free to contact me at (248) 872-0614 or via email at hornej@michigan.gov. Your assistance in this matter is greatly appreciated.

Sincerely,

Jeffrey A.
Horne

Digitally signed by Jeffrey A. Horne
DN: CN = Jeffrey A. Horne email =
hornej@michigan.gov C = US O =
State of Michigan
Date: 2021.03.03 16:19:11 -05'00'

Jeff Horne, P.E.
MDOT – Taylor TSC

2021

June/July – late November. Build median cross overs (north of M-14), widen shoulders to accommodate traffic configuration in 2022/23, work on 6 Mile bridge, 7 Mile bridge, and Schoolcraft/M-14 bridge.

2022

March – December, rebuild all of SB I-275 (from 5 Mile to Northline). Repair bridges along SB (most bridges are tied into mainline I-275).

2023

March – December, rebuild NB I-275 (from Northline to M-14). Repair bridges along NB (most bridges are tied into mainline I-275).

2024

March – May, rebuild NB I-275 (from M-14-5 Mile). There's not enough time in 2023 to complete the entire NB I-275 section, based on a preliminary schedule (5 days of 8 hours a day, which is an accelerated schedule based on MDOT specs). It would be great if a contractor throws more resources at the job and completes all of NB in 2022, but we have to plan for the worst case scenario. Remove median cross overs (which were constructed in 2021). Place permanent restoration, and plant trees.

2025

June – September, water trees

From: [Murphy, Bonnie](#)
To: [Worley, Karen](#)
Subject: CR #302-19
Date: Tuesday, September 10, 2019 10:54:57 AM

#302-19 RESOLVED, that having considered a communication from Matt R. Hickman, P.E., Traffic Operations Engineer-Taylor TSC, Metro-Highways, State of Michigan Department of Transportation, dated August 12, 2019, which requests permission to waive Section 8.32.070 (Noise Control) of the Livonia Code of Ordinances, as amended, in order to permit nighttime work operations in conjunction with the I-275 Rehabilitation Project, from Ford Road (M-153) to Six Mile Road, the Council does hereby determine to waive Section 8.32.070 (Noise Control) of the Livonia Code of Ordinances in conjunction with the I-275 Rehabilitation Project, from Ford Road (M-153) to Six Mile Road.

Bonnie Murphy
Secretary II
City of Livonia | City Clerk
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warning

COVID-19 Resources:

- VISIT CDC
- HOW CIVICPLUS CAN HELP

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