

OFFICE OF THE COUNCIL

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JIM JOLLY
PRESIDENT

LAURA M. TOY
VICE PRESIDENT

SCOTT BAHR
ROB GJONAJ DONOVIC
BRANDON McCULLOUGH
KATHLEEN E. McINTYRE
SCOTT MORGAN



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

OFFICE OF THE COUNCIL

**ELECTRONIC AGENDA PACKET FOR
THE REGULAR MEETING OF
MONDAY, FEBRUARY 28, 2022
7:00 P.M.**

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

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

**1939th Regular Meeting of the Council of the City of Livonia
Monday, February 28, 2022**

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

CALL TO ORDER

INVOCATION/PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION OF MINUTES

AUDIENCE COMMUNICATION

REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS

CONSENT AGENDA

1. [REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Davide Piccirilli, re: to host a graduation party at his home located at 18891 Aspen Drive on Saturday, June 11, 2022, from 6:00 p.m. to midnight.](#)
2. [REAPPOINTMENT OF RICHARD MCDOWELL TO THE LIVONIA BOARD OF ETHICS: Office of the Mayor, re: for a three-year term, which will expire on March 1, 2025.](#)
3. [WAIVER PETITION: Planning Commission, re: Petition 2021-12-02-25 submitted by HD Group, Inc., on behalf of Portillo's, requesting to construct and operate a freestanding full-service restaurant with drive-up window facilities at 13000 Middlebelt Road, located on the east side of Middlebelt Road between the CSX Railroad right-of-way and Schoolcraft Road in the Northwest 1/4 of Section 25.](#)
4. [REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE FROM SOLE SOURCE PROVIDER: Division of Police, re: for the subscription of policy and procedures for Law Enforcement from Lexipol and approval to renew annually for a five year period.](#)
5. [REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE EIGHT \(8\) MARKED AND FOUR \(4\) UNMARKED POLICE VEHICLES USING MACOMB COUNTY, OAKLAND COUNTY, AND THE STATE OF MICHIGAN CONSORTIUM BID PRICING: Division of Police, re: from budgeted funds.](#)
6. [REQUEST FOR AUTHORIZATION TO WAIVE THE FORMAL BIDDING PROCESS AND AUTHORIZE CONTRACT WITH SOLE SOURCE PROVIDER: Division of Police, re: for a two-year agreement with Motorola Solutions, Inc., from budgeted funds.](#)

Agenda for the Regular Meeting of February 28, 2022

7. REQUEST PERMISSION FROM WAYNE COUNTY TO CLOSE A PORTION OF FARMINGTON ROAD TO HOST LIVONIA'S ANNUAL MEMORIAL DAY CEREMONY: Department of Parks & Recreation, re: to close Farmington Road north and southbound from Five Mile Road to Roycroft, on Saturday, May 28, 2022, from 8:30 a.m. to 10:00 a.m.
8. AWARD OF BID: Public Works Division, re: for the 2022 Right-Of-Way Tree Planting program, from budgeted funds.
9. AWARD OF BID: Public Works Division, re: for the 2022 Right-Of-Way Tree & Stump Removal program, from budgeted funds.
10. REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) 2022 FORD F250 PICKUP TRUCK THROUGH THE STATE OF MICHIGAN AND MACOMB COUNTY BID PROCESS: Public Works Division, re: for use by the Water Department, from budgeted funds.
11. REQUEST TO APPROVE PROPOSED 2022 SIDEWALK REPAIR PROGRAM: Engineering Division, re: to include four (4) small target areas, in Sections 8, 17, 19 and 32, along with scattered locations throughout the City. (CR 784-82).

UNFINISHED BUSINESS

12. PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED: Department of Law, re: to amend Section 020, Title 10, Chapter 48 (Right of Way and Private Parking) , to conform with the recent amendments to the traffic ordinances.
13. ROLL CALL: Proposed Amendment to the Livonia Code of Ordinances, as amended: Department of Law, re: to amend Chapter 08, Sections 020 and 030 (Department of Administrative Services) of Title 2 (Administration and Personnel) to create and establish a department under the direction of the Chief of Staff, to provide liaison between the Mayor and other administrative departments, the Council, and the community. First Reading given by Councilmember Brandon McCullough on Wednesday, February 16, 2022.
14. WAIVER PETITION: Planning Commission, re: Petition 2021-12-02-26 submitted by HD Group, Inc., on behalf of Portillo's, requesting to utilize a Tavern license (sale of beer and wine for consumption on the premises) in connection with the operation of a freestanding full-service restaurant at 13000 Middlebelt Road, located on the east side of Middlebelt Road between the CSX Railroad right-of-way and Schoolcraft Road in the Northwest 1/4 of Section 25.
15. AWARD OF BID: Department of Parks and Recreation, re: for removal of existing structures west of ball diamond #2 and for the installation of a senior playground, safety surfacing and accessible path from the parking lot at Ben Celani Play Area.

Agenda for the Regular Meeting of February 28, 2022

16. AWARD OF BID: Department of Parks and Recreation, re: for the addition of a 6,800 square foot playground, safety surfacing, and accessible path from the parking lot at Ben Celani Play Area, from budgeted funds.
17. REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND APPROVE CONTRACT WITH EVERWILD: Department of Parks and Recreation, re: for the design services that include a wayfinding system, and to guide and assist with specifications for fabrication for our parks and facilities, from budgeted funds.

NEW BUSINESS

18. ACCEPTANCE OF DONATIONS: Department of Parks and Recreation, re: cash and gifts from various contributors to be used for the purposes as designated by donors.

SUSAN M. NASH, CITY CLERK

NOTICE(S)

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

Pursuant to the above notice, Laura M. Toy will be attending this meeting via conference call. She can be contacted in advance of the meeting at 734-466-2256 or ltoy@livonia.gov.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 16, 2022**

Meeting was called to order at 8:02 p.m. by President Jim Jolly. Present: Vice President Laura Toy (via conference phone), Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier; City Attorney, Thomas Goralski; Police Chief and Doug Moore, Assistant Director of Public Works.

1. REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Davide Piccirilli, re: to host a graduation party at his home located at 18891 Aspen Drive on Saturday, June 11, 2022, from 6:00 p.m. to midnight.

Davide Piccirilli, 18891 Aspen Drive, presented the request to Council. He explained that his neighbors and Council were all invited to his event. This will be a repeat of his daughter's graduation party two years ago, with a tent in the backyard, a DJ and food.

Rob Donovic offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

1.

City Clerk
February 17, 2022

MEETING DATE

Study Meeting of
February 16, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Davide Piccirilli, re: to host a graduation party at his home located at 18891 Aspen Drive on Saturday, June 11, 2022, from 6:00 p.m. to midnight.

BACKGROUND

Email submitted by resident received January 26, 2022, re: request for Noise Ordinance waiver to host his child's graduation party on Saturday, June 11th from 6:00 p.m. to midnight at his residence located at 18891 Aspen Drive.

RECOMMENDATION

Approve as submitted.

FISCAL CONSIDERATION

N/A.

ATTACHMENTS

1. S02162022-Noise Waiver Request

APPROVED BY

Miller, Lori

From: Davide Piccirilli <dfpiccirilli@gmail.com>
Sent: Wednesday, January 26, 2022 6:34 PM
To: Miller, Lori
Subject: Council meeting - request

Hello - I would like to be added to an upcoming Council meeting agenda to request a noise variance for my child's graduation party on June 11th. The time would be from 6pm to midnight. My address is 18891 Aspen Drive, Livonia 48152. My name is Davide Piccirilli. My telephone number is 734-740-3120. I am not sure the next meeting date, but hope that I can make that date when it is offered.

Thank you.

Davide Piccirilli

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 16, 2022**

Meeting was called to order at 8:02 p.m. by President Jim Jolly. Present: Vice President Laura Toy (via conference phone), Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier; City Attorney, Thomas Goralski; Police Chief and Doug Moore, Assistant Director of Public Works.

2. REAPPOINTMENT OF RICHARD MCDOWELL TO THE LIVONIA BOARD OF ETHICS:
Office of the Mayor, re: for a three-year term, which will expire on March 1, 2025.

LaShawn Thomas, Director of Governmental Affairs, presented the request to Council. Richard McDowell was present to share his experience being on the Board of Ethics, as one of the original members of the Ethics Board and has been Chair ever since.

Kathleen McIntyre stated her gratitude for Mr. McDowell as an asset to the Community.

Brandon McCullough added that he served with Mr. McDowell on the Rotary for the last two (2) years.

Vice President Toy stated that she had also served with Mr. McDowell on the Board of Trustees.

Katheen McIntyre offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

2.

Mayor's Office
February 2, 2022

MEETING DATE

Study Meeting of
February 16, 2022

PREPARED BY

Janice Centers, Executive Assistant to the Mayor - Program Supervisor,

AGENDA ITEM

REAPPOINTMENT OF RICHARD MCDOWELL TO THE LIVONIA BOARD OF ETHICS: Office of the Mayor, re: for a three-year term, which will expire on March 1, 2025.

BACKGROUND

Honorable Members of the City Council, City of Livonia
RE: Reappointment of Richard McDowell to the Board of Ethics

Dear Council Members:

I am herewith submitting to you, for your consideration and approval, the reappointment of Mr. Richard McDowell, 19538 Norwich, Livonia, MI, 48152, as a member of the Board of Ethics for a term that will expire on March 1, 2025.

Your approval on this reappointment is respectfully requested.

Sincerely,
Maureen Miller Brosnan, Mayor

RECOMMENDATION

Reappoint Richard McDowell to the Livonia Board of Ethics for a three-year term.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

None

APPROVED BY

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

Date: February 03, 2022

Maureen Miller Brosnan, Mayor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 16, 2022**

Meeting was called to order at 8:02 p.m. by President Jim Jolly. Present: Vice President Laura Toy (via conference phone), Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier; City Attorney, Thomas Goralski; Police Chief and Doug Moore, Assistant Director of Public Works.

3. WAIVER PETITION: Planning Commission, re: Petition 2021-12-02-25 submitted by HD Group, Inc., on behalf of Portillo's, requesting to construct and operate a freestanding full-service restaurant with drive-up window facilities at 13000 Middlebelt Road, located on the east side of Middlebelt Road between the CSX Railroad right-of-way and Schoolcraft Road in the Northwest ¼ of Section 25.

Mark Taormina, Planning and Economic Development Director, presented the request to Council.

Scott Bahr asked if the no left turn-restriction would also apply to the Meijer traffic. Mark confirmed that was an accurate statement.

Rob Donovic asked if there would be sufficient lighting. Mark indicated that they would rely on their lighting experts to meet the minimum lighting requirements. Rob asked to clarify if the long driveway into the lot indicated blocking off the roadway. Mark stated that the area would be closed off and become landscaping. The road would terminate at the line, and access would be provided next to it for the drive-up window facilities.

Rob asked if the grease trap was outside of the dumpster enclosure. Mark indicated that it would have to be placed within the enclosure if there is an exterior grease trap.

Rob commented that the no left turn restriction was a long time coming and happy to hear there will be a traffic control sign.

Brandon McCullough asked if there was a stacking plan included with this resolution, to provide a honeymoon period traffic flow. Mark indicated there was not a traffic plan provided, as it doesn't pose a threat to a public thoroughfare. Brandon asked if the Meijer parking lot was available for stacking. Mark responded there was a reciprocal access agreement that would be provided between Portillo's and Meijer to accommodate access and parking. He indicated that a stacking plan would be something they would have to work out with Meijer. Brandon asked that they be cognizant of the cars.

Kathleen McIntyre asked if the no left hand turn signs do not have the force of Law. Mark stated that this restriction would be on a portion of right-a-way that is under the jurisdiction of the City so it could be a traffic control order, which is what they are recommending.

Kathleen McIntyre asked what the concerns were of the Planning Commission. Mark

responded that they didn't have any major concerns other than traffic and felt that those issues could be addressed.

She stated that this fits their plan for future land use. Mark responded that there has only been a gas station that was proposed for this property, and it was felt to not be an appropriate fit for this site.

Kathleen McIntyre asked how the stacking was for Shake Shack during there first week of opening. Mark indicated that he had not heard anything negative and had not heard from the General Manager with any issues. She stated she is satisfied that the Petitioner will establish their stacking plan with Meijer before opening.

Amanda Schwerin, HD Group, 805 Via Altos Mesquite, TX, Taylor Eschbach, Kimley-Horn, 4201 Winfield Drive, Oronville, IL, and Eric East 144the25 Lakeside Circle, Sterling Heights were present to answer questions. Amanda indicated that they did submit the photometric plan and one of the conditions of Planning Commission was the height of the light poles and that has been taken care of.

Rob Donovic asked about the grease trap if it were underground or exterior. Taylor Eschbach explained it was an underground grease trap with a manhole access from the surface. Rob asked if it would affect the public sewers for the rest of the city. Taylor responded that it is a standard practice for restaurants utilizing grease. It is maintained on a regular basis and prevents fats and greases from entering the sewer system.

Brandon McCullough asked when they planned to break ground. Amanda Schwerin responded that it would be in 2022 and noted they received the approval letter from Meijer regarding their traffic recommendations.

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

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

3.

Planning
January 27, 2022

MEETING DATE

Study Meeting of
February 16, 2022

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

WAIVER PETITION: Planning Commission, re: Petition 2021-12-02-25 submitted by HD Group, Inc., on behalf of Portillo's, requesting to construct and operate a freestanding full-service restaurant with drive-up window facilities at 13000 Middlebelt Road, located on the east side of Middlebelt Road between the CSX Railroad right-of-way and Schoolcraft Road in the Northwest 1/4 of Section 25.

BACKGROUND

RECOMMENDATION

At the 1,182nd Public Hearing and Regular Meeting held by the City Planning Commission on January 25, 2021, the following resolution was adopted:

#01-05-2022 RESOLVED, That pursuant to a Public Hearing having been held by the City Planning Commission on January 25, 2022, on Petition 2021-12-02-25 submitted by HD Group, Inc., on behalf of Portillo's, requesting waiver use approval pursuant to Section 6.51 of the Livonia Vision 21 Zoning Ordinance, to construct and operate a freestanding full-service restaurant with drive-up window facilities at 13000 Middlebelt Road, located on the east side of Middlebelt Road between the CSX Railroad right-of-way and Schoolcraft Road in the Northwest 1/4 of Section 25, the Planning Commission does hereby recommend to the City Council that Petition 2021-12-02-25 be approved subject to the following conditions:

1. That the Site Plan identified as Sheet Number C0.0 prepared by Kimley-Horn and Associates, Inc., dated December 8, 2021, is hereby approved and shall be adhered to.
2. That appropriate recordable legal instrumentation, such as a cross access agreement, that gives notice and outlines the terms of how the subject property would share parking and access with abutting property(s), be supplied to the Inspection Department at the time a building permit is applied for.
3. That the Landscape Plan identified as Sheet Number L1.0 and the Landscape Notes and Detail Plan identified as Sheet Number L1.1, prepared by Kimley-Horn and Associates, Inc., both dated December 8, 2021, are hereby approved and shall be adhered to.
4. That all disturbed lawn areas shall be sodded in lieu of hydro-seeding.

5. That underground sprinklers are to be provided for all landscaped and sodded areas and all planted materials shall be installed to the satisfaction of the Inspection Department and thereafter permanently maintained in a healthy condition.
6. That the maximum customer seating count shall not exceed a total of 184 interior seats and forty-four (44) outdoor patio seats.
7. That the Building Elevation Plans, prepared by Jensen & Jenson, dated January 19, 2022, are hereby approved, and shall be adhered to.
8. That all rooftop mechanical equipment shall be concealed from public view on all sides by screening that shall be of a compatible character material and color to other exterior materials on the building.
9. That the three walls of the trash dumpster area shall be constructed out of building materials that shall complement that of the building and the enclosure gates shall be of solid panel steel construction or durable, long-lasting solid panel fiberglass and maintained and when not in use closed at all times.
10. That all pole mounted light fixtures shall not exceed a height of twenty feet (20') above grade and shall be shielded to minimize glare trespassing on adjacent properties and roadway.
11. That only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
12. That no LED light band or exposed neon shall be permitted on this site including, but not limited to, the building or around the windows.
13. That unless approved by the proper local authority, any type of exterior advertising, such as promotional flags, streamers or sponsor vehicles designed to attract the attention of passing motorists, shall be prohibited.
14. That the issue concerning Fire Department Connection proximity to hydrant, as outlined in the correspondence dated December 14, 2021, from Livonia Fire & Rescue, shall be resolved to the satisfaction of the Fire Department and Inspection Department.
15. That the petitioner shall submit a traffic study to the City prior to review by the City Council
16. That the specific plans referenced in this approving resolution shall be submitted to the Inspection Department at the time of application for building permits; and
17. Pursuant to Section 13.13 of the Livonia Vision 21 Zoning Ordinance, this approval is valid for a period of one year only from the date of approval by City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

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

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

AYES: Bongero, McCue, Smiley, Caramagno, Wilshaw

NAYS: Long, Ventura

ABSENT: None

ABSTAIN: None

FISCAL CONSIDERATION

ATTACHMENTS

1. 2021-12-02-25_Portillos_E-COUNCIL Pkt

APPROVED BY



Mark Taormina, Planning and Economic Development Director

Date: January 28, 2022



Maureen Miller Brosnan, Mayor

Date: February 03, 2022

Petition 2021-12-02-25 submitted by HD Group, Inc., on behalf of Portillo's, requesting waiver use approval pursuant to Section 6.51 of the Livonia Vision 21 Zoning Ordinance, to construct and operate a freestanding full-service restaurant with drive-up window facilities at 13000 Middlebelt Road, located on the east side of Middlebelt Road between the CSX Railroad right-of-way and Schoolcraft Road in the Northwest 1/4 of Section 25.

**CITY OF LIVONIA, MICHIGAN
APPLICATION FOR WAIVER USE APPROVAL**

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

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

Date Filed: _____ Petition 2021-12-02-25
 Site Address: 13000 Middlebelt Rd Sidwell _____ Zoning of Property C-2
 Requesting Approval To approve a new freestanding restaurant with drive-thru.
 Applicant: Amanda Schwerin on behalf of Portillo's Business/Company: HDGroup, Inc.
 Applicant's Address: 805 Via Altos City: Mesquite State: TX Zip Code: 75150
 Applicant's Phone # (972) 396-8409 Applicant's Email aschwerin@hdgroupinc.com
 Contact Person: Amanda Schwerin Business/Company: HDGroup, Inc.
 Contact's Address: 805 Via Altos City: Mesquite State: TX Zip Code: 75150
 Contact's Phone # (972) 396-8409 Contact's Email aschwerin@hdgroupinc.com

Please provide the following information:

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

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

FEE COMPUTATION

7900 sq. ft. of new construction x \$20.00 per 1,000 sq. ft.

\$600.00

(NOTE: Round off to nearest 1,000) + 158.00

Total Amount Due \$ 758.00

Owner of Property: Portillo's Hot Dogs, LLC

Owner's Address: 2001 Spring Rd #400 City: Oak Brook State: IL Zip Code: 60523

Owner's Phone # (360) 790-47264 Owner's Email pfunkhouser@portillos.com

Signature of Owner: Preston Funkhouser Print Name: Preston Funkhouser

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

on this 16th day of November 20 21

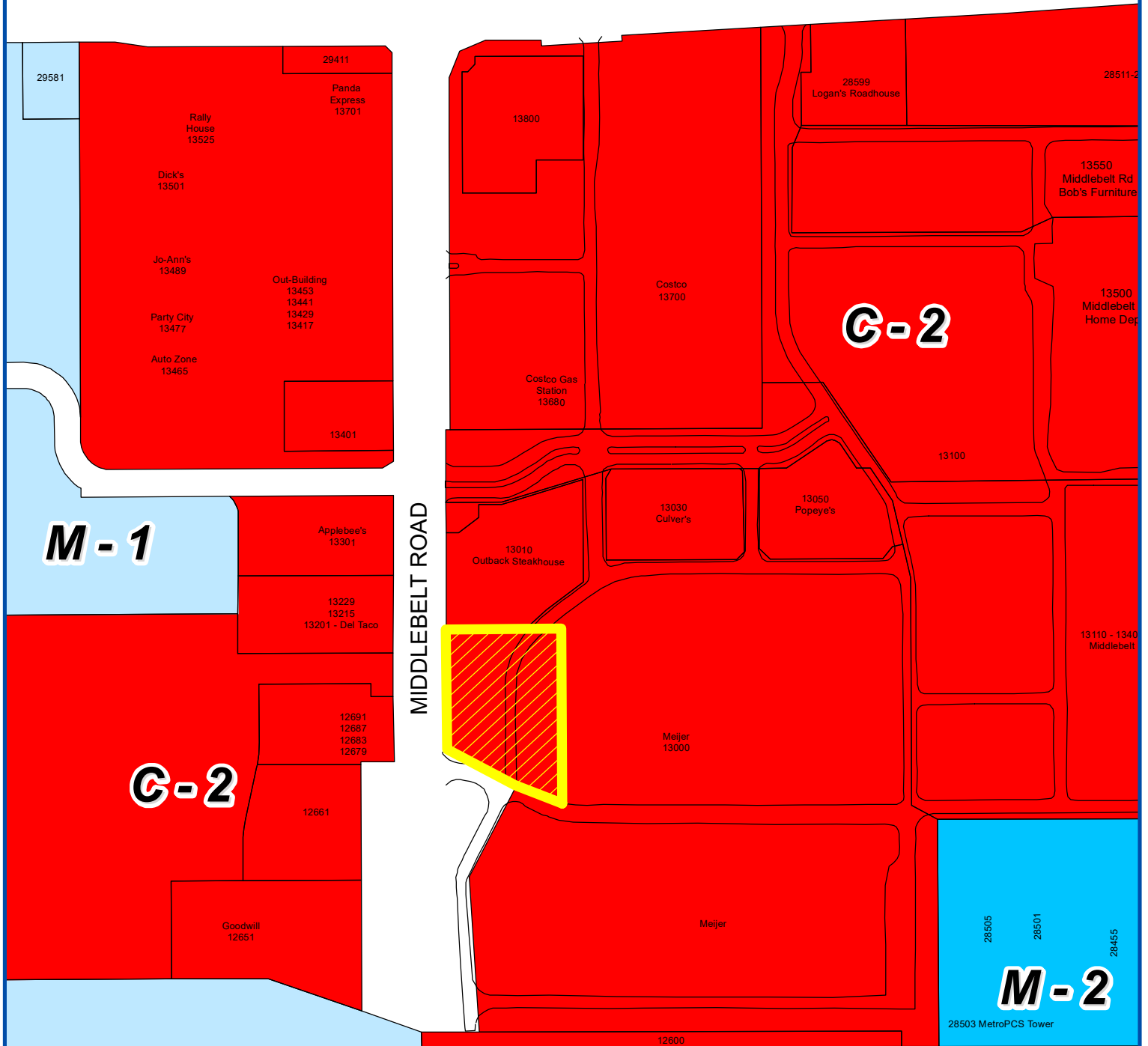
Signature of Notary _____

Acting in the County of DuPage

My commission expires 4-30-2023
 DELIA D SUGITAN
 Official Seal
 Notary Public - State of Illinois
 My Commission Expires Apr 30, 2023

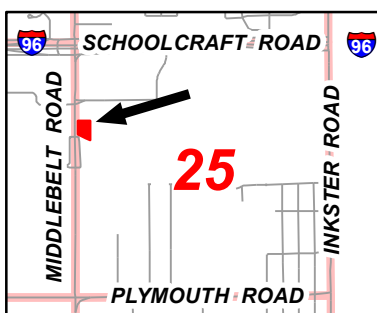
SCHOOLCRAFT ROAD
EXPRESSWAY

SCHOOLCRAFT ROAD
I-96 EXPRESSWAY



MIDDLEBELT ROAD

CSX RAILROAD



Address & Zoning Map

Petitions 2021-12-02-25 & 2021-12-02-26

Portillo's

13000 Middlebelt Road

to construct & operate a freestanding full-service
restaurant with drive-up window facilities & utilize
a Tavern license



Not to Scale

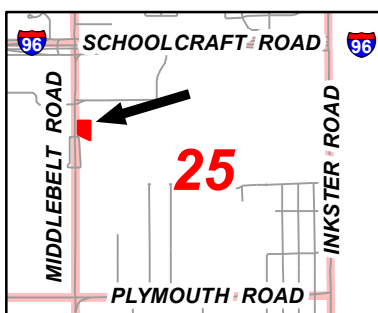


City of Livonia
Planning Department



Aerial Map

Petitions 2021-12-02-25 & 2021-12-02-26
 Portillo's
 13000 Middlebelt Road
 to construct & operate a freestanding full-service
 restaurant with drive-up window facilities & utilize
 a Tavern license



Not to Scale



City of Livonia
 Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 2

Petition 2021-12-02-25 submitted by HD Group, Inc., on behalf of Portillo's, requesting waiver use approval pursuant to Section 6.51 of the Livonia Vision 21 Zoning Ordinance, to construct and operate a freestanding full-service restaurant with drive-up window facilities at 13000 Middlebelt Road, located on the east side of Middlebelt Road between the CSX Railroad right-of-way and Schoolcraft Road in the Northwest 1/4 of Section 25.

January 18, 2022: Study Meeting:

This petition requests waiver use approval for the development of a Portillo's restaurant with drive-up window facilities. The site of the restaurant would be a proposed outlot at the Meijer store located on Middlebelt Road. Meijer is part of the Millennium Park retail complex, which consists of several major retailers including Home Depot, PetSmart, Bob's Discount Furniture, Famous Footwear, Marshalls, and Panera Bread. The original approved plans for Millennium Park included three (3) outlots at the north end of the Meijer parking lot identified as Outlots 'C', 'D' and 'E'. All three (3) have been developed with full-service restaurants that include drive-up window facilities. They are Popeyes Louisiana Kitchen (Outlot 'C'), Culver's (Outlot 'D') and Outback Steakhouse (Outlot 'E'). The proposed new outlot is on the west side of the site, adjacent to Middlebelt Road and was shown originally as part of Outlot 'E'. The zoning is C-2 (General Business) and the size of the proposed new outlot is approximately 2.04 acres with 273 feet of road frontage.

The petitioner is requesting waiver use approval to operate a full-service restaurant under the provisions of the Zoning Ordinance pertaining to waiver uses as set forth in Section 6.51. A full-service restaurant is defined as a place where food, confections, frozen dessert, and beverages are served and consumed at chairs and tables primarily within a structure and which has a minimum seating capacity for more than thirty (30) persons. The proposed Portillo's restaurant would be classified as a full-service restaurant because it would have 184 interior seats and forty-four (44) outdoor patio seats.

The plans show a one-story building containing a gross floor area (GFA) of 7,900 square feet. The restaurant would be positioned towards the middle of the outlot, with parking located on the east and south sides of the building. The floor plan shows the general layout of the restaurant, including the dining area, kitchen, and bathrooms. An outdoor dining patio is proposed on the east side of the building adjacent to the main customer entrance. The patio would have an overhead canopy and be enclosed with a three-foot (3') high ornamental iron fence.

Drive-up window service is planned along the west side of the building, facing Middlebelt Road. The two (2) traffic lanes serving the drive-up window would commence at the north side of the building and loop around to the pick-up window on the west side. Restaurants with drive-thru services are required to have a sufficient amount of waiting (stacking) space provided at a minimum rate of at least four (4) car spaces for each drive-up service facility in addition to the space at the drive-up window. The plan shows sufficient stacking room in both traffic lanes serving the drive-up window to satisfy this requirement. Service lanes for drive-up windows are required to be at least ten feet (10') wide. The proposed drive-up lanes shown on the plans would each measure eleven feet (11') in width. Drive-up establishments are also required to provide a by-pass lane or other suitable means of access to a public street for vehicles that do not use the drive-up window. The petitioner has explained that during peak service hours both service lanes are utilized for the drive-thru facilities. Employees with iPads assist the customers in the outside lane with their order and deliver their food to the vehicle. During off-peak times, when the outside lane is not needed to handle orders, it would serve as a by-pass lane for the interior lane.

Primary access would be from Millennium Park's main entrance road which is north of the proposed restaurant and is where most of the incoming and outgoing traffic occurs. This divided access road is signalized and has two (2) major connecting points to the Meijer parking lot. One is located between the Outback Steakhouse and Culver's, and the other is between Culver's and the Popeyes Kitchen. Access to Middlebelt Road is also available immediately to the south of the proposed restaurant via a non-signalized driveway that runs east and west, directly in front of the Meijer store. This driveway into the Meijer parking lot is located approximately 600 feet north of the CSX Rail overpass and allows for full left- and right-hand vehicle turn movements to and from Middlebelt Road. From within Millennium Park, additional connecting points to the Meijer parking lot are available to the east along an internal road that runs south and north with access to eastbound Schoolcraft Road. Concerns regarding increased traffic congestion and safety have been discussed with the petitioner. In response to these concerns, the petitioner has agreed to conduct a traffic study which should be available in a few weeks.

With respect to parking, the Meijer store contains a gross floor area (GFA) of approximately 243,565 square feet. The minimum required parking for buildings for which the primary use is retail sales and that have a GFA of 30,000 square feet or more is based on a ratio of one (1) parking space for each 250 square feet of GFA. Accordingly, the Meijer store itself is required to have 974 parking spaces ($243,565 \div 250$). Currently, there are 1,505 parking spaces available at the site resulting in an excess of 531 spaces. Construction of the restaurant would require the removal of approximately 143 of these spaces. Required parking for restaurants with drive-thru facilities is based on the following: 1) the overall number

of restaurant customer seats, computed at a ratio of one (1) space per each two (2) interior seats plus one (1) space per each three (3) outdoor patio seats, and 2) the number of restaurant employees, computed on the basis of one (1) space per employee during the largest working shift. In addition, Section 6.51(3)(E)(v) requires two (2) additional parking spaces beyond the drive-up window for use of drive-up window patrons whose orders have been delayed. Portillo's requires a total of 134 spaces based on the following: ninety-two (92) spaces for the interior dining areas ($184 \text{ seats} \div 2$), fifteen (15) spaces for the outdoor dining area ($44 \text{ patio seats} \div 3$), twenty-five (25) spaces for employees, and two (2) additional spaces for the drive-up operation. Added together, the Meijer store and Portillo's require 1,108 total parking spaces. The submitted site plan shows 112 spaces within the boundaries of the outlot, with the remaining twenty-four (24) spaces available through a shared parking agreement with Meijer. Since both parking areas combined would contain a total of 1,362 spaces, the result would be a surplus of 254 spaces between the two (2) uses. Therefore, parking would be adequate to support the proposed use.

The landscape plan submitted in connection with this item provides for landscaping along the street frontage of the site as well as within the parking lot islands and along the foundation of the building. Between the building and Middlebelt Road, the plan shows a forty-five-foot (45') wide landscaped greenbelt. The landscape plan is fully detailed and indicates the type, quantities and size of plant materials. Per Section 10.03(1) of the LV21 Zoning Ordinance, with 273 feet of road frontage, the site requires no fewer than seven (7) full size deciduous or evergreen trees, three (3) ornamental (flowering) trees, and fifty-six (56) shrubs. Staff has determined that the submitted plans meet the landscape requirements of the Zoning Ordinance.

The building elevation plans for Portillo's provide information with respect to the exterior finish of the restaurant. The proposed building materials include split faced block, face brick, ribbed metal panels, smooth face block, and metal louver sections. Structural canopies would be installed over the windows and doors. The outdoor patio area would be screened overhead by a structural metal canopy. The highest point of the building, measured from the finish ground elevation to the highest section of the restaurant, is shown at thirty feet (30'). This complies with the C-2 District Regulations, which has a maximum height restriction of thirty-five feet (35').

The plans show the location of the dumpster enclosure on the north side of the building. According to the "Trash Enclosure Elevation" detail, the enclosure walls would be eight feet (8') in height and constructed with a veneer of four inch (4") face brick on eight inch (8") CMU walls. The swing gates would be constructed out of solid metal roof decking.

Details with respect to the location and type of parking lot lighting are also provided. The City's Outdoor Lighting Policy for the installation of exterior lighting in all non-residential zoning districts recommends that pole mounted lights should not exceed a height of twenty feet (20') above grade.

The proposed area and number of wall signs would not be in conformance with the City's sign regulations. By Zoning Ordinance standards, the proposed restaurant would be allowed one (1) wall sign not to exceed one square foot for each lineal foot of building frontage. The elevation plan shows four (4) proposed wall signs, including one (1) on each elevation. Additional painted graphics appear on the elevation plans that may also constitute as signs.

As a separately described outlot, the site would be entitled to one (1) ground sign not to exceed thirty (30) square feet in area, six feet (6') in height, and having a minimum setback of ten feet (10') from any right-of-way line. The plans indicate a proposed ground sign at the northwest corner of the site.

January 25, 2022: Public Hearing:

In reviewing this item and before making a decision, the Planning Commission has requested the following additional information: 1) the results of the traffic study, 2) samples of the exterior building materials, and 3) photos of other similar Portillo's locations. The Petitioner is hopeful that the main findings and recommendations of the traffic study will be available in time for the public hearing. Even so, the Commission and staff will need a sufficient amount of time to review the information. Thus, it is likely that this item will get tabled for at least two (2) weeks.

Approving Resolution: That the request to construct and operate a freestanding full-service restaurant with drive-up window facilities (Portillo's) at 13000 Middlebelt Road, is hereby approved subject to City Council approval and the following conditions:

1. That the Site Plan identified as Sheet Number C0.0 prepared by Kimley-Horn and Associates, Inc., dated December 8, 2021, is hereby approved and shall be adhered to.
2. That appropriate recordable legal instrumentation, such as a cross access agreement, that gives notice and outlines the terms of how the subject property would share parking and access with abutting property(s), be supplied to the Inspection Department at the time a building permit is applied for.
3. Unless waived by City Council, a by-pass lane along the outer edge of the drive-up lanes shall be provided.

PUBLIC HEARING

ITEM 2 Petition 2021-12-02-25 – Portillo's

Page 5

4. That the Landscape Plan identified as Sheet Number L1.0 and the Landscape Notes and Detail Plan identified as Sheet Number L1.1, prepared by Kimley-Horn and Associates, Inc., both dated December 8, 2021, are hereby approved and shall be adhered to.
5. That all disturbed lawn areas shall be sodded in lieu of hydro-seeding.
6. That underground sprinklers are to be provided for all landscaped and sodded areas and all planted materials shall be installed to the satisfaction of the Inspection Department and thereafter permanently maintained in a healthy condition.
7. That the maximum customer seating count shall not exceed a total of 184 interior seats and forty-four (44) outdoor patio seats.
8. That the Building Elevation Plans, prepared by Jensen & Jenson, dated January 19, 2022, are hereby approved, and shall be adhered to.
9. That all rooftop mechanical equipment shall be concealed from public view on all sides by screening that shall be of a compatible character material and color to other exterior materials on the building.
10. That the three walls of the trash dumpster area shall be constructed out of building materials that shall complement that of the building and the enclosure gates shall be of solid panel steel construction or durable, long-lasting solid panel fiberglass and maintained and when not in use closed at all times.
11. That all pole mounted light fixtures shall not exceed a height of twenty feet (20') above grade and shall be shielded to minimize glare trespassing on adjacent properties and roadway.
12. That only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
13. That no LED lightband or exposed neon shall be permitted on this site including, but not limited to, the building or around the windows.
14. That unless approved by the proper local authority, any type of exterior advertising, such as promotional flags, streamers or sponsor vehicles designed to attract the attention of passing motorists, shall be prohibited.

PUBLIC HEARING

ITEM 2 Petition 2021-12-02-25 – Portillo's

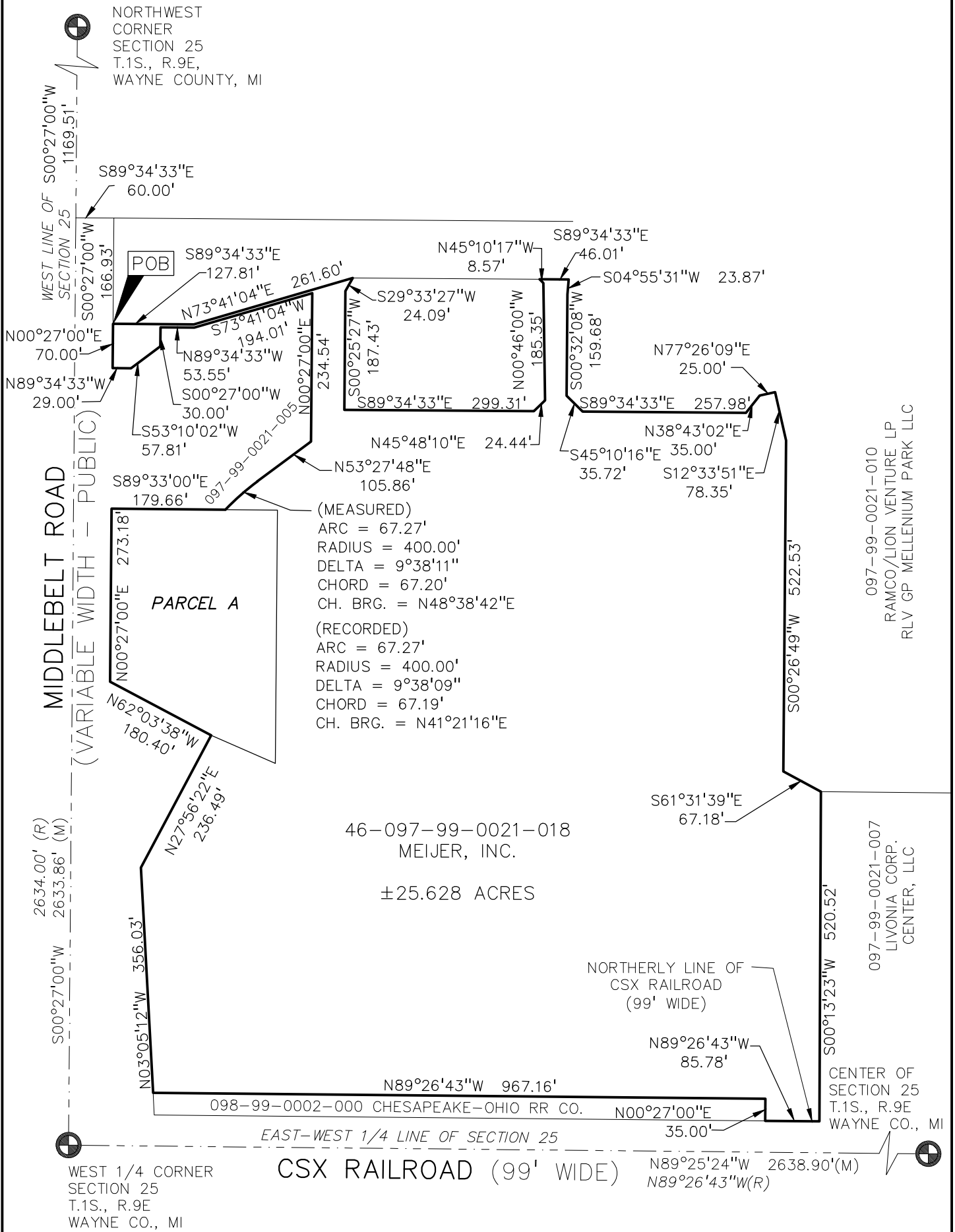
Page 6

15. That the issue concerning Fire Department Connection proximity to hydrant, as outlined in the correspondence dated December 14, 2021, from Livonia Fire & Rescue, shall be resolved to the satisfaction of the Fire Department and Inspection Department.
16. That the specific plans referenced in this approving resolution shall be submitted to the Inspection Department at the time of application for building permits; and
17. Pursuant to Section 13.13 of the Livonia Vision 21 Zoning Ordinance, this approval is valid for a period of one year only from the date of approval by City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

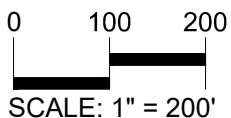
Denying Reasons: That the request to construct and operate a freestanding full-service restaurant with drive-up window facilities (Portillo's) at 13000 Middlebelt Road is hereby denied for the following reasons:

1. That the petitioner has failed to comply with all general standards and requirements as set forth in Section 6.51 of the Livonia Vision 21 Zoning Ordinance.
2. That the scale, layout, and intensity of the proposed development would be detrimental to the aesthetic quality and appeal of the overall site, and thereby, inappropriately altering the character of the Millennium Park retail complex.
3. That the look of this restaurant is inconsistent with the neighboring structures in the area.
4. That the petitioner has failed to show that another restaurant is needed in this area.
5. That the proposal is in conflict with the spirit and intent of the Zoning Ordinance to promote and encourage a balanced and appropriate mix of uses and not to oversaturate an area with similar uses; and
6. That the petitioner has failed to comply with all the concerns deemed necessary for the safety and welfare of the City and its residents.

SKETCH OF SURVEY OVERALL PARCEL



PORTILLO'S
2001 SPRING RD #400
OAK BROOK, IL



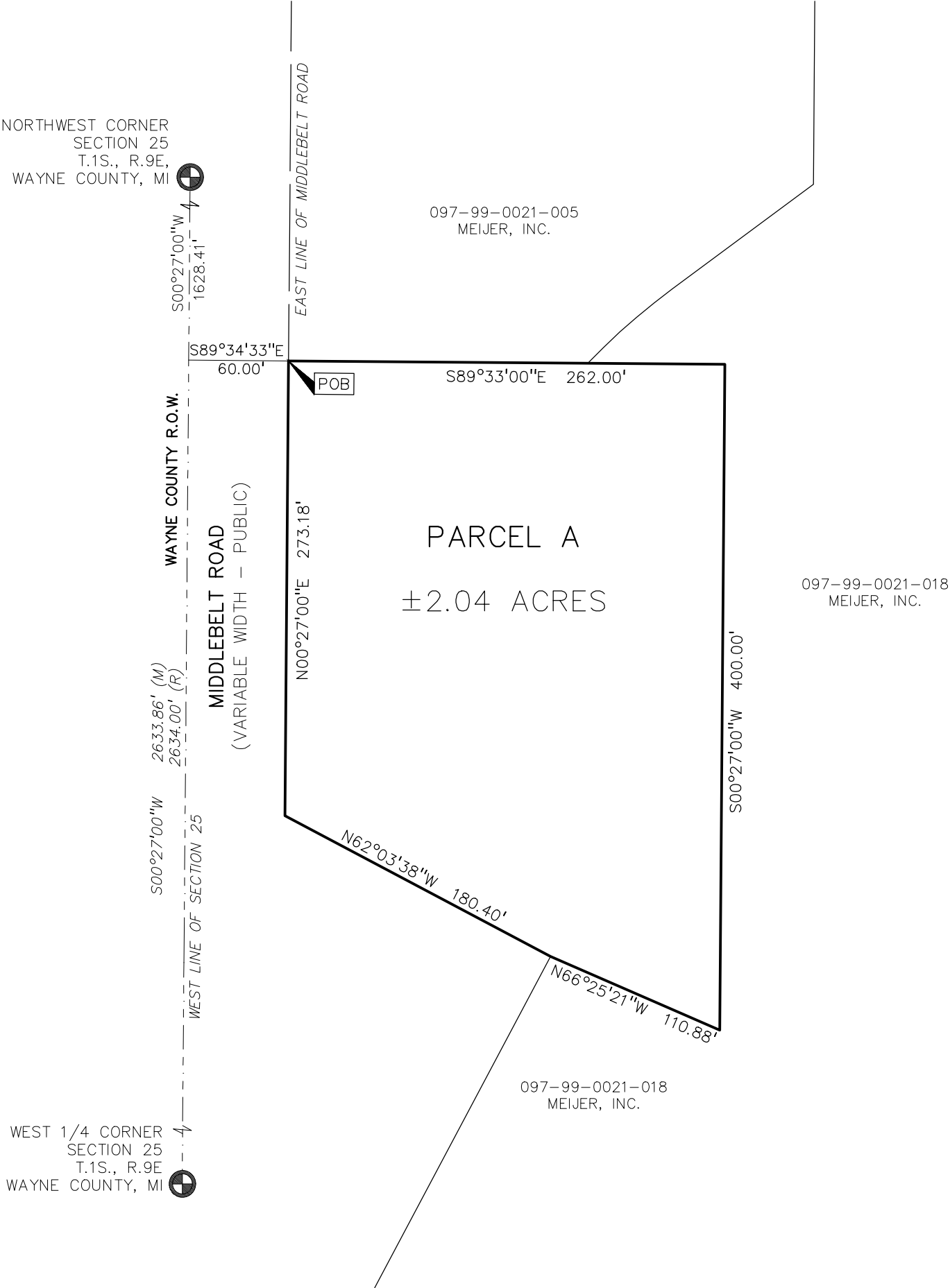
SHEET 1 OF 3
NOVEMBER 3, 2021
2021-0446

PEA
GROUP

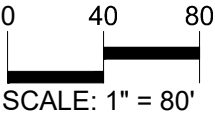
t: 844.813.2949
www.peagroup.com

S:\PROJECTS\2021\2021-0446_PORTILLOS_LIVONIA\SURVEY-DEPT\210446BND\DWG\21-0446-LANDDIVISION.dwg; SRF

SKETCH OF SURVEY
PARCEL A



PORTILLO'S
2001 SPRING RD #400
OAK BROOK, IL



SHEET 2 OF 3
NOVEMBER 3, 2021
2021-0446

PEA
GROUP

t: 844.813.2949
www.peagroup.com

SKETCH OF SURVEY
LEGAL DESCRIPTIONS

LEGAL DESCRIPTION – OVERALL PARCEL
(PER CITY OF LIVONIA TAX ASSESSOR)

PART OF THE NORTHWEST 1/2 OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE S00°27'00"W, 1169.51 FEET ALONG THE WEST LINE OF SECTION 25; THENCE S89°34'33"E, 60.00 FEET TO A POINT ON THE EASTERLY LINE OF MIDDLEBELT ROAD (VARIABLE WIDTH); THENCE ALONG SAID EASTERLY LINE S00°27'00"W, 166.93 FEET TO THE **POINT OF BEGINNING**; THENCE S89°34'33"E, 127.81 FEET; THENCE N73°41'04"E, 261.60 FEET; THENCE S29°33'27"W, 24.09 FEET; THENCE S00°25'27"W, 187.43 FEET; THENCE S89°34'33"E, 299.31 FEET; THENCE N45°48'10"E, 24.44 FEET; THENCE N00°46'00"W, 185.35 FEET; THENCE N45°10'17"W, 8.57 FEET; THENCE S89°34'33"E, 46.01 FEET; THENCE S04°55'31"W, 23.87 FEET; THENCE S00°32'08"W, 159.68 FEET; THENCE S45°10'16"E, 35.72 FEET; THENCE S89°34'33"E, 257.98 FEET; THENCE N38°43'02"E, 35.00 FEET; THENCE N77°26'09"E, 25.00 FEET; THENCE S12°33'51"E, 78.35 FEET; THENCE S00°26'49"W, 522.53 FEET; THENCE S61°31'39"E, 67.18 FEET; THENCE S00°13'23"W, 520.52 FEET; THENCE N89°26'43"W, 85.78 FEET; THENCE N00°27'00"E, 35.00 FEET; THENCE N89°26'43"W, 967.16 FEET; THENCE N03°05'12"W, 356.03 FEET; THENCE N27°56'22"E, 236.49 FEET; THENCE N62°03'38"W, 180.40 FEET; THENCE N00°27'00"E, 273.18 FEET; THENCE S89°33'00"E, 179.66 FEET, THENCE 67.27 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 9°38'09" AND A CHORD BEARING N41°21'16"E 67.19 FEET; THENCE N53°27'48"E, 105.86 FEET; THENCE N00°27'00"E, 234.54 FEET; THENCE S73°41'04"W, 194.01 FEET; THENCE N89°34'33"W, 53.55 FEET; THENCE S00°27'00"W, 30.00 FEET; THENCE S53°10'02"W, 57.81 FEET; THENCE N89°34'33"W, 29.00 FEET; THENCE N00°27'00"E, 70.00 FEET TO THE **POINT OF BEGINNING**; CONTAINING 25.628 ACRES (1,116,348 SQ. FT.) MORE OR LESS.

Tax Parcel #46-097-99-0021-018
Property Address: 13000 Middlebelt Road, Livonia, Michigan

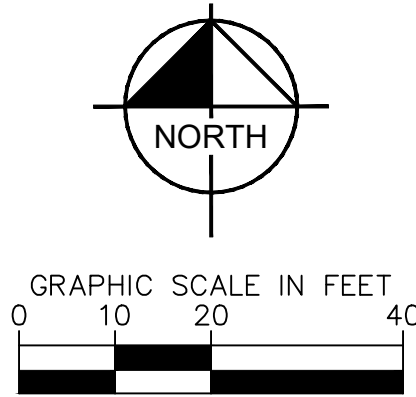
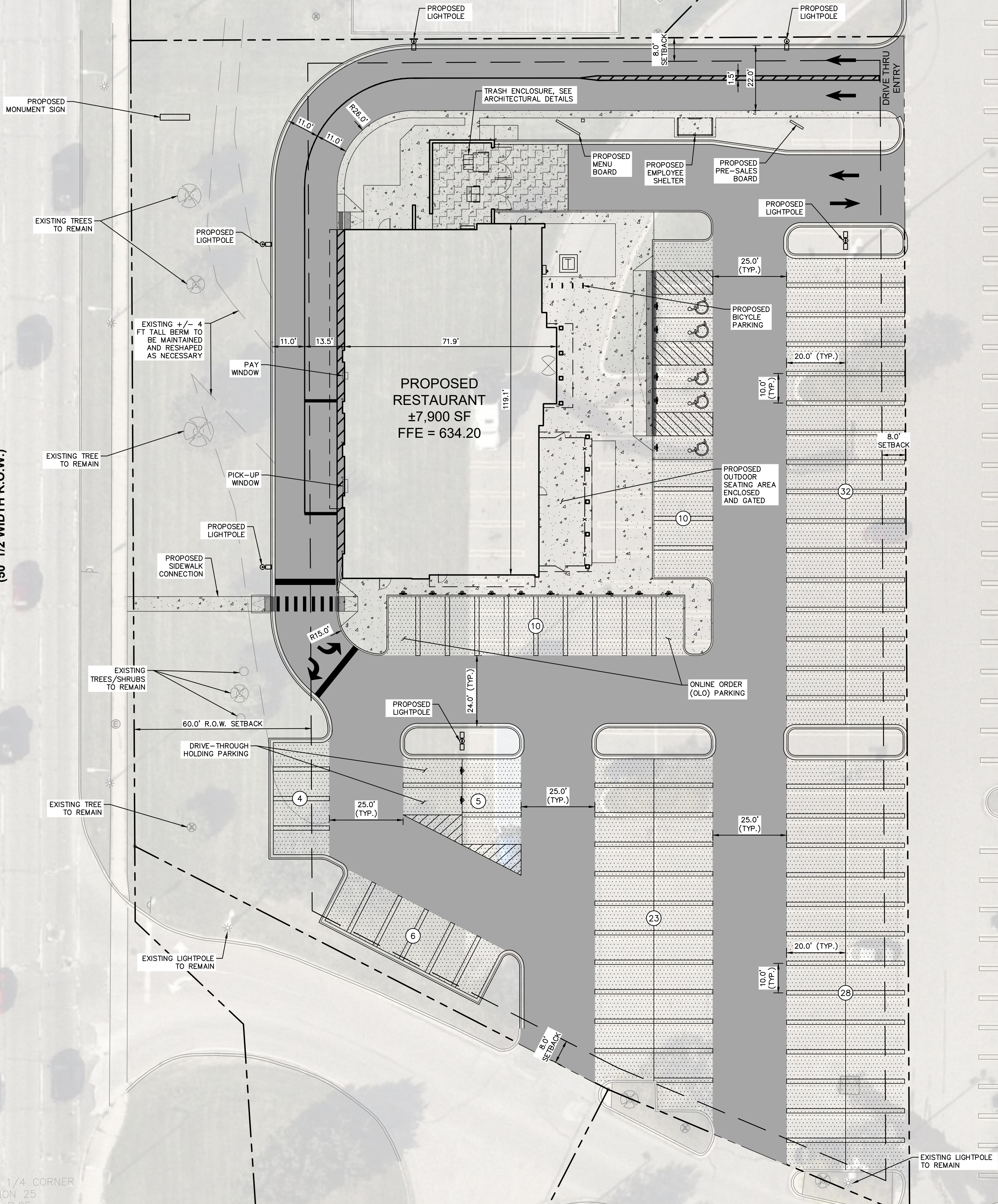
LEGAL DESCRIPTION-PARCEL A
(PER PEA GROUP)

PART OF NORTH 1/2 OF SECTION 25 TOWN 1 SOUTH, RANGE 9 EAST, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SECTION 25, THENCE ALONG THE WEST LINE OF SAID SECTION S00°27'00"W 1628.41 FEET; THENCE S89°34'33"E 60.00 FEET TO THE EAST RIGHT OF WAY LINE OF MIDDLEBELT ROAD (VARIABLE WIDTH) AND TO THE **POINT OF BEGINNING**; THENCE S89°33'00"E 262.00 FEET; THENCE S00°27'00"W 400.00 FEET; THENCE N66°25'21"W 110.88 FEET; THENCE N62°03'38"W 180.40 FEET TO THE EAST RIGHT OF WAY LINE OF MIDDLEBELT ROAD; THENCE N00°27'00"E 273.18 FEET TO THE **POINT OF BEGINNING**.
CONTAINING ±2.04 ACRES

Drawing name: K:\GIS\DEV\168685002_Portillos_Livonia_Mi\2_Design\CAD\PlanSheets\Preliminary Engineering\C0.0 - SITE PLAN.dwg CO.0 Dec 08, 2021 3:49pm by John Conklin
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

MIDDLEBELT ROAD
(50' 1/2 WIDTH R.O.W.)

WEST 1/4 CORNER
SECTION 5
T.1S., R.9E



GENERAL NOTES

1. ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
2. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
4. RADIi ADJACENT TO PARKING STALL AND NOT DIMENSIONED ON THIS PLAN SHALL BE 3'-FEET, TYPICAL.
5. REFER TO ARCHITECTURAL PLANS FOR MONUMENT SIGN DETAILS.
6. ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED UNLESS OTHERWISE NOTED.

SITE DATA TABLE

EXISTING ZONING:	C-2 COMMERCIAL
PROPOSED ZONING:	C-2 COMMERCIAL
(WAIVER USE APPROVAL REQUIRED FOR DRIVE-THRU AND ALCOHOL SALES)	
EXISTING USE:	MEIJER OUTLOT WITH LANDSCAPING & PARKING
PROPOSED USE:	NEW FULL-SERVICE RESTAURANT WITH DRIVE-THRU
SETBACKS:	
FRONT YARD:	60 FT (OFF MIDDLEBELT RD R.O.W.)
SIDE YARDS:	8 FT
REAR YARD:	8 FT
PROPOSED PARCEL AREA:	2.04 ACRES

PARKING SUMMARY

TOTAL PARKING SPACES REQUIRED (RESTAURANT):	
1 SPACE PER 2 INTERIOR SEATS (184 SEATS) +	
1 SPACE PER 3 EXTERIOR SEATS (44 SEATS) +	
1 SPACE PER EMPLOYEE (25 MAX. SHIFT)	= 132 SPACES
TOTAL PARKING SPACES PROVIDED:	
STANDARD PARKING SPACES PROVIDED ON-SITE	= 112 SPACES
STANDARD PARKING SPACES PROVIDED THROUGH SHARED PARKING AGREEMENT WITH MEIJER	= 24 SPACES
ACCESSIBLE PARKING SPACES REQUIRED	= 5 SPACES
ACCESSIBLE PARKING SPACES PROVIDED	= 5 SPACES
TOTAL PARKING SPACES PROVIDED	= 141 SPACES
EXISTING PARKING REMOVED FROM MEIJER PARCEL	= 143 SPACES
DRIVE-THROUGH VEHICLE STACKING REQUIRED	= 20 SPACES
DRIVE-THROUGH VEHICLE STACKING PROVIDED	= 30 SPACES
BICYCLE PARKING SPACES PROVIDED	= 8 SPACES

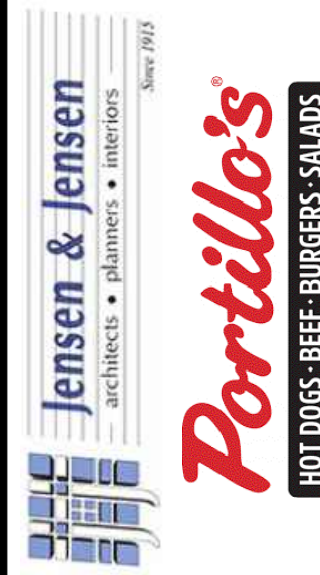
PAVING AND CURB LEGEND

	STANDARD DUTY ASPHALT PAVEMENT	
	WEARING COURSE:	1" MDOT 1300T 20AAA
	LEVEL COUSE:	1" MDOT 1100L 20AA
	HEAVY DUTY ASPHALT PAVEMENT	
	WEARING COURSE:	2" MDOT 1300T 20AAA
	LEVEL COUSE:	2" MDOT 1100L 20AA
	HEAVY DUTY CONCRETE PAVEMENT	
	SURFACE COURSE:	7" CONCRETE PAVEMENT
	AGGREGATE BASE:	4" COMPACTED TO 90% PROCTOR
	CONCRETE SIDEWALK	
	SURFACE COURSE:	4" CONCRETE PAVEMENT
	AGGREGATE BASE:	4" COMPACTED TO 90% PROCTOR
	CONCRETE CURB AND GUTTER	
	CONCRETE DEPRESSED CURB AND GUTTER	

Kimley»Horn

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4201 WINFIELD ROAD, SUITE 600
LIVONIA, MI 48150-3550
PHONE: 630-487-5550
WWW.KIMLEY-HORN.COM

SCALE:	AS NOTED
DESIGNED BY:	TRE
DRAWN BY:	JPC
CHECKED BY:	DA



SITE PLAN

PORTILLO'S
RESTAURANT
MIDDLEBELT ROAD SOUTH OF
SCHOOLCRAFT ROAD, LIVONIA, MI

ORIGINAL ISSUE:
12/08/2021
KHA PROJECT NO.
168685002

SHEET NUMBER

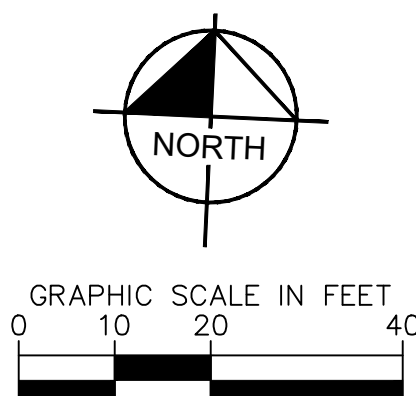
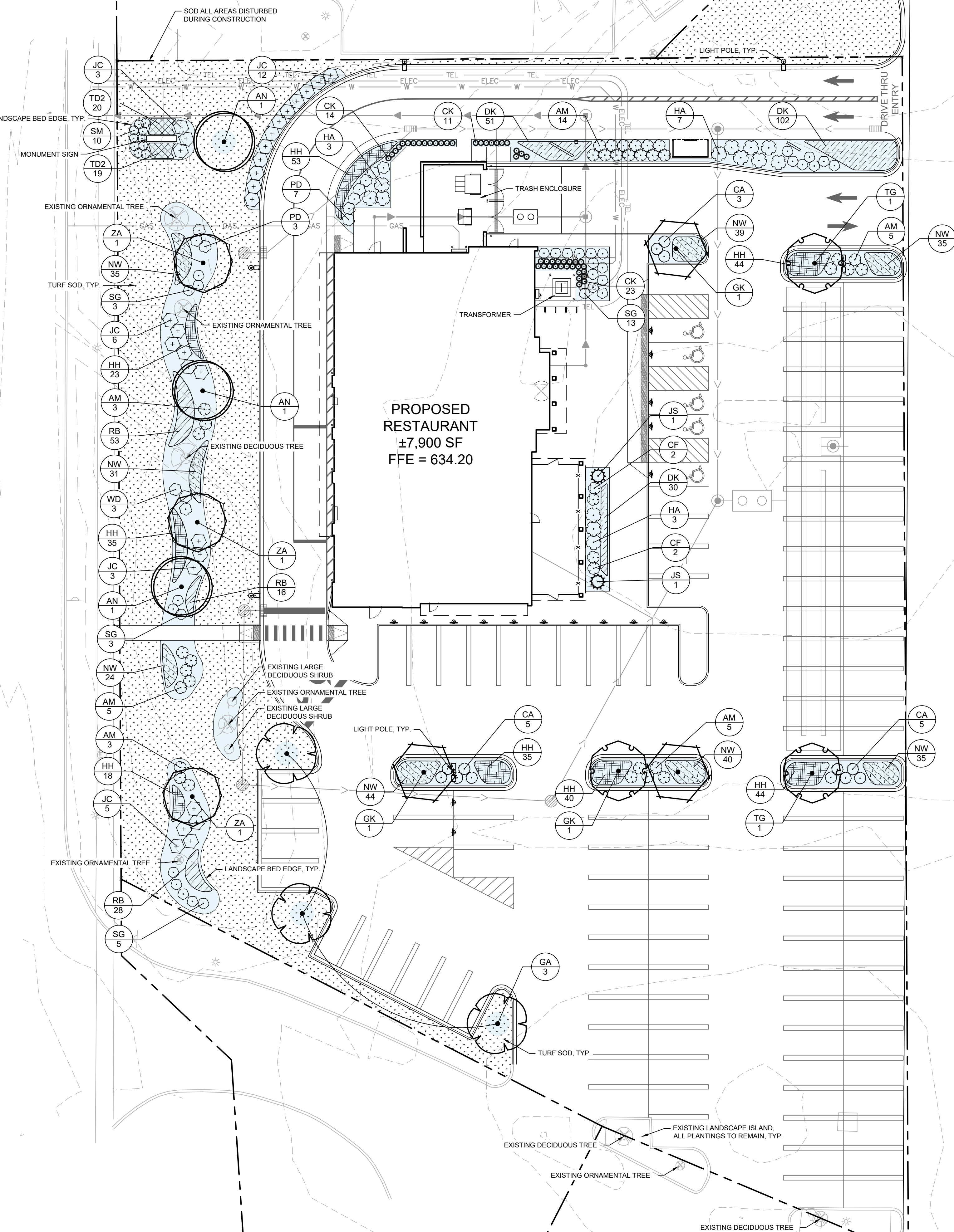
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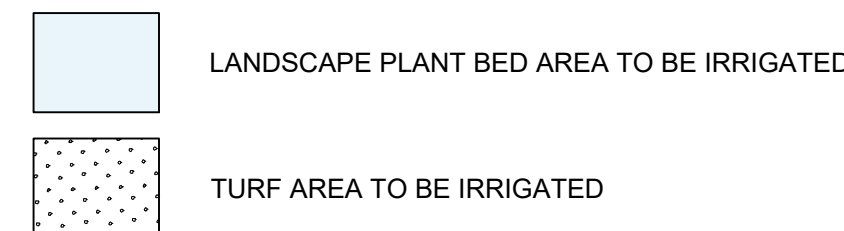
1. ALL SANITARY SEWER, STORM SEWER, AND WATER LINES SHALL CONFORM TO CITY OF LIVINGIA DESIGN STANDARDS FOR PIPE MATERIAL, TYPE OF JOINT, AND MINIMUM COVER REQUIREMENTS.
2. CONTRACTOR SHALL COORDINATE ANY DISRUPTIONS TO EXISTING UTILITY SERVICES WITH ADJACENT PROPERTY OWNERS.
3. ALL ELECTRIC AND TELEPHONE EXTENSIONS INCLUDING SERVICE LINES SHALL BE CONSTRUCTED TO THE APPROPRIATE UTILITY COMPANY SPECIFICATIONS. ALL UTILITY DISCONNECTIONS SHALL BE COORDINATED WITH THE DESIGNATED UTILITY COMPANIES.
4. CONSTRUCTION SHALL NOT START ON ANY PUBLIC UTILITY SYSTEM UNTIL WRITTEN APPROVAL HAS BEEN RECEIVED BY THE ENGINEER FROM THE APPROPRIATE GOVERNING AUTHORITY AND CONTRACTOR HAS BEEN NOTIFIED BY THE ENGINEER.
5. CONTRACTOR TO CALL "MISS DIG" (1-800-482-7171) TO COORDINATE FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES BEFORE ORDERING MATERIAL OR COMMENCING CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
6. PRIOR TO THE CONSTRUCTION OF OR CONNECTION TO ANY STORM DRAIN, SANITARY SEWER, WATER MAIN OR ANY OTHER UTILITIES, THE CONTRACTOR SHALL EXCAVATE, VERIFY AND CALCULATE ALL POINTS OF CONNECTION AND ALL UTILITY CROSSINGS AND INFORM THE ENGINEER AND THE OWNER/ DEVELOPER OF ANY CONFLICT OR REQUIRED DEVIATIONS FROM THE PLAN. NOTIFICATION SHALL BE MADE A MINIMUM OF 72 HOURS PRIOR TO CONSTRUCTION. THE ENGINEER AND ITS CLIENTS SHALL BE HELD HARMLESS THE EVENT THAT THE CONTRACTOR FAILS TO MAKE SUCH NOTIFICATION. THE MUNICIPALITY SHALL BE NOTIFIED OF ANY AND ALL CHANGES TO THE DESIGN PLANS.
7. CONTRACTOR SHALL COMPLY COMPLETELY WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING AND OTHER MEANS OF PROTECTION. CONTRACTOR TO INCLUDE ALL NECESSARY MEASURES AND PROTECTORS FOR EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH PERFORMANCE CRITERIA AS REQUIRED BY OSHA.
8. CONTRACTOR TO AVOID DISRUPTION OF ANY ADJACENT TENANT'S TRAFFIC OPERATIONS DURING INSTALLATION OF UTILITIES.
9. ALL DIMENSIONS ARE TO CENTERLINE OF PIPE OR CENTER OF MANHOLE UNLESS NOTED OTHERWISE.
10. SEE ARCHITECTURAL FOR EXACT UTILITY CONNECTION LOCATIONS AT BUILDING
11. LIGHT POLES SHOWN FOR COORDINATION PURPOSES ONLY AND DO NOT REPRESENT ACTUAL SIZE. SEE SITE LIGHTING PLANS BY OTHERS FOR MORE INFORMATION.

	EX. WATER LINE
	EX. HYDRANT
	EX. WATER VALVE
	EX. SANITARY SEWER LINE
	EX. SANITARY SEWER MANHOLE
	EX. STORM DRAIN LINE
	EX. STORM STRUCTURE/INLET
	EX. GAS LINE
	EX. UNDERGROUND ELECTRIC LINE
	EX. UNDERGROUND TELEPHONE LINE
	EX. OVERHEAD TELEPHONE LINE
	EX. LIGHT POLE
	PROPOSED UNDERGROUND ELECTRIC LINE
	GAS LINE (BY GAS COMPANY)
	PROPOSED PHONE LINE
	PROPOSED STORM SEWER LINE
	PROPOSED OPEN LID STORM STRUCTURE (PAVEMENT USE EJ CO. #1020M1) (GRASS USE EJ CO. #6527 BEEHIVE)
	PROPOSED CLOSED LID STORM STRUCTURE (PAVEMENT USE EJ CO. #1040B) (GRASS USE EJ CO. #1040C)
	PROPOSED COMBINATION CURB INLET (C&G USE EJ CO. #7000Z)
	PROPOSED SANITARY SEWER LINE
	PROPOSED SANITARY MANHOLE
	PROPOSED SANITARY CLEANOUT
	PROPOSED GREASE TRAP
	PROPOSED WATER LINE
	PROPOSED VALVE VAULT
	PROPOSED VALVE BOX
	PROPOSED FIRE HYDRANT
	PROPOSED LIGHT POLE
	PROPOSED TRANSFORMER PAD

C1.0	SHEET NUMBER	KHA PROJECT NO. 168685002	ORIGINAL ISSUE: 12/08/2021	PORTELLO'S RESTAURANT MIDDLEBELT ROAD SOUTH OF SCHOOLCRAFT ROAD, LIVONIA, MI	 Jensen & Jensen architects • planners • interiors Since 1919  Portillo's HOT DOGS • BEEF-BURGERS-SALADS	UTILITY PLAN	 SCALE: AS NOTED DESIGNED BY: TRE DRAWN BY: JPC CHECKED BY: DA	Kimley»Horn © 2021 KIMLEY-HORN AND ASSOCIATES, INC. 111 WILSON AVENUE SUITE 600 WARRENVILLE, IL 60089 PHOTOGRAPHY © JEFFREY GARDNER WWW.KIMLEY-HORN.COM	No.	Revisions	Date	By
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IRRIGATION KEY



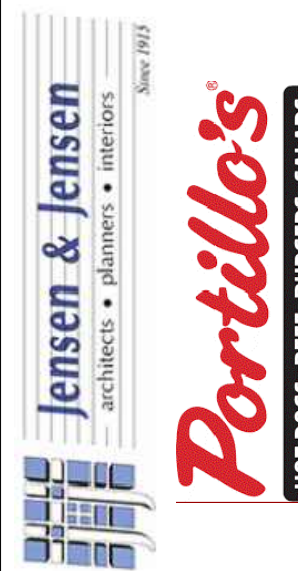
IRRIGATION NOTES:
CONTRACTOR SHALL FURNISH AND INSTALL A COMPLETE, AUTOMATED UNDERGROUND IRRIGATION SYSTEM ON A DESIGN / BUILD BASIS.
SYSTEM SHALL PROVIDE 1.5" DRAINAGE CAPABILITY IN ALL GRASSED OR LANDSCAPED AREAS ONSITE, AS INDICATED BY THE LANDSCAPE PLAN.
IRRIGATION SYSTEM SHALL INCLUDE A MASTER SHUT-OFF VALVE, BACKFLOW DEVICE, PRESSURE REGULATOR, TIME CLOCK-BASED CONTROLLER, AND MOISTURE OR RAIN SENSOR.
IRRIGATION SYSTEM MUST BE PLACED ON A SEPARATE METER FROM THE DOMESTIC SERVICE.
CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING ALL PLANT AND TURF AREAS UNTIL IRRIGATION SYSTEM IS OPERABLE.

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	OTHER
	AN	3	ACER X FREEMANII 'AUTUMN BLAZE' / AUTUMN BLAZE MAPLE	B & B	2.5" CAL. MIN	
	GA	3	GINKGO BILOBA 'AUTUMN GOLD' TM / AUTUMN GOLD MAIDENHAIR TREE	B & B	2.5" CAL. MIN	
	GK	3	GYMNOCLADUS DIOICA / KENTUCKY COFFEETREE	B & B	2.5" CAL. MIN	
	TG	3	TILIA CORDATA 'GREENSPIRE' / GREENSPIRE LITTLELEAF LINDEN	B & B	2.5" CAL. MIN	
	ZA	3	ZELKOVA SERRATA 'AUTUMN GLOW' / AUTUMN GLOW JAPANESE ZELKOVA	B & B	2.5" CAL. MIN	
EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	OTHER
	JS	2	JUNIPERUS CHINENSIS 'SPARTAN' / SPARTAN JUNIPER	B & B	6' HT MIN	
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	SIZE
	AM	34	ARONIA MELANOCARPA 'MORTON' TM / IROQUOIS BEAUTY BLACK CHOKEBERRY	3 GAL		18" HT. MIN.
	CA	13	CEANOTHUS AMERICANUS / NEW JERSEY TEA	3 GAL		18" HT. MIN.
	CF	4	CORNUS SANGUINEA 'CATO' / ARCTIC SUN DOGWOOD	3 GAL		18" HT. MIN.
	HA	13	HYDRANGEA ARBORESCENS 'ANNABELLE' / ANNABELLE HYDRANGEA	5 GAL		18" HT. MIN.
	PD	10	PHYSOCARPUS OPULIFOLIUS 'DONNA MAY' TM / LITTLE DEVIL NINEBARK	3 GAL		18" HT. MIN.
	SG	31	SPIRAEA X BUMALDA 'GOLDFLAME' / GOLDFLAME SPIRAEA	3 GAL		18" HT. MIN.
	SM	10	SPIRAEA JAPONICA 'WALBUMA' / MAGIC CARPET JAPANESE SPIRAEA	3 GAL		12" HT. MIN.
	WD	3	WEIGELA FLORIDA 'DARK HORSE' / WEIGELA	3 GAL		24" HT MIN
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	SIZE
	JC	29	JUNIPERUS CHINENSIS 'SEA GREEN' / SEA GREEN JUNIPER	5 GAL		18" HT. MIN.
ORNAMENTAL GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	SIZE
	CK	48	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / KARL FOERSTER FEATHER REED GRASS	2 GAL		18" HT. MIN.
GRASSES AND PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	SIZE
	DK	183	DIANTHUS 'KAHORI' / KAHORI DIANTUS	1 GAL	18" OC	
	HH	292	HEMEROCALLIS X 'HAPPY RETURNS' / HAPPY RETURNS DAYLILY	1 GAL	18" OC	
	NW	283	NEPETA X 'WALKER'S LOW' / WALKER'S LOW CATMINT	1 GAL	18" OC	
	RB	97	RUDBECKIA 'GOLDSTURM' / GOLDSTURM BLACK EYED SUSAN	1 GAL	18" OC	
	TD2	39	THYMUS X 'DOONE VALLEY' / DOONE VALLEY THYME	1 GAL	18" OC	
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME			
	TD		TURF SOD			

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SCALE:	AS NOTED
DESIGNED BY:	TRE
DRAWN BY:	JPC
CHECKED BY:	DA

LANDSCAPE
PLAN

**PORTILLO'S
RESTAURANT**
MIDDLEBELT ROAD SOUTH OF
SCHOOLCRAFT ROAD, LIVONIA, MI

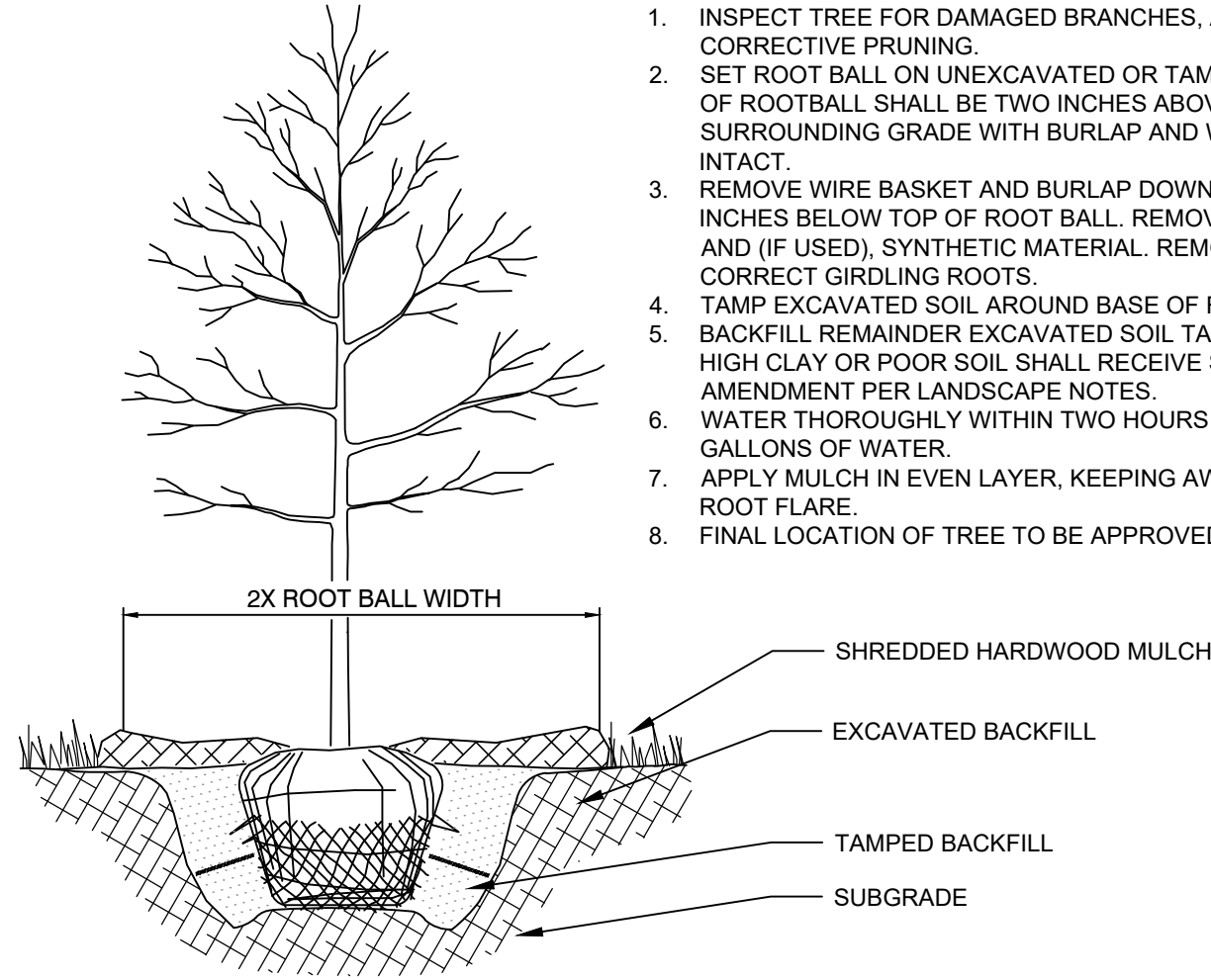
ORIGINAL ISSUE:

KHA PROJECT NO
168685002

SHEET NUMBER

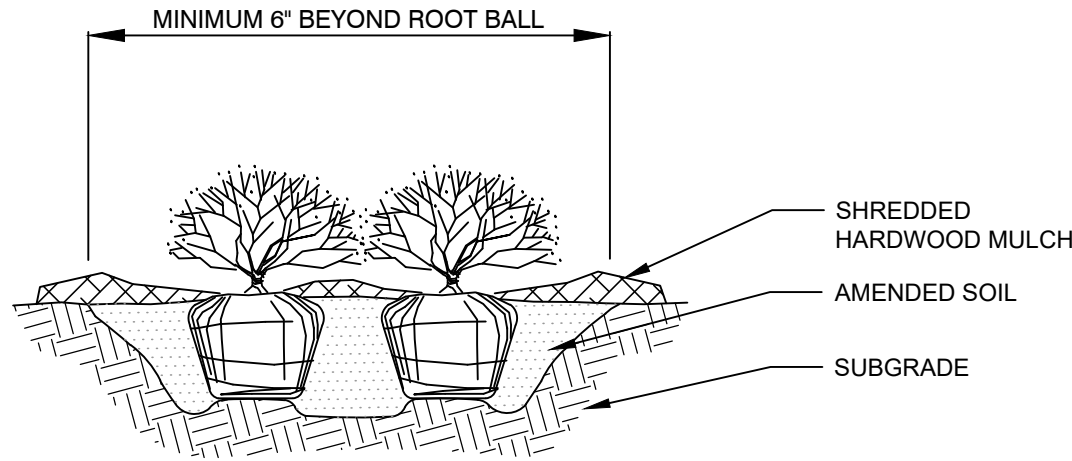
L1.0

Drawing name: K:\GIS_LDE\168685002_portillo\L1.0 Landscape Notes and Details.dwg L1.1 LANDSCAPE NOTES AND DETAILS Dec 08, 2021 3:45pm by: Chris Wilson
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NOTES:

1. INSPECT TREE FOR DAMAGED BRANCHES, APPLY CORRECTIVE PRUNING.
2. SET ROOT BALL ON UNEXCAVATED OR TAMPED SOIL. TOP OF ROOTBALL SHALL BE TWO INCHES ABOVE SURROUNDING GRADE WITH BURLAP AND WIRE BASKET INTACT.
3. REMOVE WIRE BASKET AND BURLAP DOWN FOUR TO SIX INCHES BELOW TOP OF ROOT BALL. REMOVE ALL TWINE AND (IF USED), SYNTHETIC MATERIAL. REMOVE OR CORRECT GIRDLING ROOTS.
4. TAMP EXCAVATED SOIL AROUND BASE OF ROOTBALL. BACKFILL REMAINDER EXCAVATED SOIL TAMPED LIGHTLY. HIGH CLAY OR POOR SOIL SHALL RECEIVE SOIL AMENDMENT PER LANDSCAPE NOTES.
5. WATER THOROUGHLY WITHIN TWO HOURS USING 10 TO 15 GALLONS OF WATER.
7. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE.
8. FINAL LOCATION OF TREE TO BE APPROVED BY OWNER.



NOTES:

1. APPLY CORRECTIVE PRUNING.
2. SET ROOT BALL OR CONTAINER ON UNEXCAVATED OR TAMPED SOIL. TOP OF ROOTBALL (CONTAINER) SHALL BE ONE INCH ABOVE SURROUNDING GRADE. FOR LARGER SHRUBS WITHIN PLANTING BED DIG A DEEPER PIT ONLY FOR THOSE SHRUBS.
3. REMOVE BURLAP FROM TOP HALF THE LENGTH OF ROOTBALL. TWINE AND (IF USED) SYNTHETIC MATERIAL SHALL BE REMOVED FROM PLANTING BED. FOR CONTAINER GROWN SHRUBS, REMOVE CONTAINER AND LOOSEN ROOTS PRIOR TO INSTALLATION.
4. REMOVE OR CORRECT GIRDLING ROOTS.
5. PLUMB AND BACKFILL WITH AMENDED SOIL PER LANDSCAPE NOTES. WATER THOROUGHLY WITHIN TWO HOURS.
6. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE. MULCH LIMITS FOR SHRUBS EXTEND TO ALL LIMITS OF PLANTING BED. SEE PLANS FOR BED LAYOUTS.

1 TREE PLANTING

NTS

2 SHRUB PLANTING

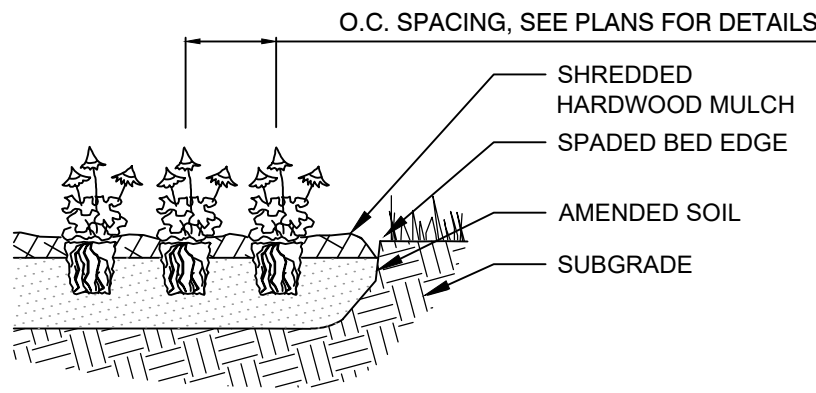
NTS

LANDSCAPE NOTES

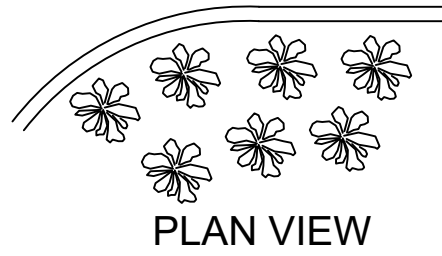
1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING MATERIALS AND PLANTS SHOWN ON THE LANDSCAPE PLAN. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT LANDSCAPE, PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION OR DURING THE SPECIFIED MAINTENANCE PERIOD. CALL FOR UTILITY LOCATIONS PRIOR TO ANY EXCAVATION.
2. THE CONTRACTOR SHALL REPORT ANY DISCREPANCY IN PLAN VS. FIELD CONDITIONS IMMEDIATELY TO THE LANDSCAPE ARCHITECT, PRIOR TO CONTINUING WITH THAT PORTION OF WORK.
3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
5. ALL PLANTS TO BE SPECIMEN GRADE, WELL BRANCHED, HEALTHY, FULL, PRE-INOCULATED AND FERTILIZED. PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, AND SCARS. PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES. PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES. TRUNKS WILL BE WRAPPED IF NECESSARY TO PREVENT SUN SCALD AND INSECT DAMAGE. THE LANDSCAPE CONTRACTOR SHALL REMOVE THE WRAP AT THE PROPER TIME AS PART OF THIS CONTRACT.
6. THE OWNER'S REPRESENTATIVE MAY REJECT ANY PLANT MATERIALS THAT ARE DISEASED, DEFORMED, OR OTHERWISE NOT EXHIBITING SUPERIOR QUALITY.
7. ALL NURSERY STOCK SHALL BE GUARANTEED, BY THE CONTRACTOR, FOR ONE YEAR FROM DATE OF FINAL INSPECTION. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNERS WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
8. PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
9. PRUNE PLANTS AS NECESSARY- PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
10. TOPSOIL SHALL BE PROVIDED AND GRADED BY THE GENERAL CONTRACTOR UP TO 6 INCHES BELOW FINISHED GRADE IN TURF AREAS AND 18 INCHES IN PLANTING AREAS.
11. PLANTING AREA TOPSOIL SHALL BE AMENDED WITH 25% SPHAGNUM PEATMOSS, 5% HUMUS AND 70% PULVERIZED SOIL FOR ALL NON TURF SEED MIX AREAS, SHRUB, ORNAMENTAL GRASS, PERENNIAL AND ANNUAL BEDS.
12. SEED/SOD LIMIT LINES ARE APPROXIMATE. CONTRACTOR SHALL SEED/SOD ALL AREAS WHICH ARE DISTURBED BY GRADING WITH THE SPECIFIED SEED/SOD MIXES.
13. EDGING TO BE A SPADED EDGE UNLESS INDICATED OTHERWISE ON THE PLANS. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. A SPADED BED EDGE SHALL SEPARATE MULCH BEDS FROM TURF OR SEEDED AREAS. A SPADED EDGE IS NOT REQUIRED ALONG CURBED EDGES.
14. CONTRACTOR SHALL INSTALL SHREDDED HARDWOOD MULCH AT A 3" DEPTH TO ALL TREES, SHRUB, PERENNIAL, AND GROUND COVER AREAS. TREES PLACED IN AREA COVERED BY TURF SHALL RECEIVE A 4 FT WIDE MAXIMUM TREE RING WITH 3" DEPTH SHREDDED HARDWOOD MULCH.
15. INSTALLATION OF TREES WITHIN PARKWAYS SHALL BE COORDINATED IN THE FIELD WITH LOCATIONS OF UNDERGROUND UTILITIES. TREES SHALL NOT BE LOCATED CLOSER THAN 5' FROM UNDERGROUND UTILITY LINES AND NO CLOSER THAN 10' FROM UTILITY STRUCTURES.
16. DO NOT DISTURB THE EXISTING PAVING, LIGHTING, OR LANDSCAPING THAT EXISTS ADJACENT TO THE SITE UNLESS OTHERWISE NOTED ON PLAN.
17. ALL DISTURBED AREAS TO BE SODDED OR SEEDED, UNLESS OTHERWISE NOTED. SOD/SEED SHALL BE LOCAL HARDY TURF GRASS MIX UNLESS, OTHERWISE NOTED.
18. PLANT QUANTITIES SHOWN ARE FOR THE CONVENIENCE OF THE OWNER AND JURISDICTIONAL REVIEW AGENCIES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES AS DRAWN.

NOTES:

1. EXCAVATE PLANTING BED.
2. BED HEIGHT IS TO BE 2" ABOVE FINISH GRADE AND WELL DRAINED.
3. REMOVE CONTAINER, SCORE SOIL MASS TO REDIRECT AND PREVENT CIRCLING ROOTS. CORRECT GIRDLING ROOTS.
2. PLANT MATERIAL SHALL BE LAID OUT BY FOLLOWING THE BED EDGE, WORKING TOWARDS THE CENTER OF THE BED USING TRIANGULAR (STAGGERED) SPACING AS PLAUSIBLE.
3. PLUMB AND BACKFILL WITH PLANTING MIX AS SPECIFIED IN LANDSCAPE NOTES.
4. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE. MULCH LIMITS FOR PERENNIALS/GROUND COVER EXTEND TO ALL LIMITS OF PLANTING BED. SEE PLANS FOR BED LAYOUTS.
5. SPACING TO BE AS SPECIFIED IN THE PLANT LIST. PERENNIALS SHALL BE PLACED WITH THEIR CENTER 24" FROM EDGE OF BED.



SECTION



PLAN VIEW

3 PERENNIAL PLANTING

NTS

CODE	REQUIREMENT	PROPOSED
X Sec 10.03.1 Frontage Landscape	1 Deciduous or Evergreen Tree per 40 lf. <i>Middlebelt Road. 273' / 40 = 7 Trees</i>	7 Deciduous Trees (1 existing)
X Sec 10.03.1 Frontage Landscape	1 Ornamental Tree per 100 lf. <i>Middlebelt Road. 273' / 100 = 3 Ornamental Trees</i>	4 Ornamental Trees (4 existing)
X Sec 10.03.1 Frontage Landscape	8 Shrubs per 40 lf. <i>Middlebelt Road. 273' / 40 * 8 = 55 Shrubs</i>	55 Shrubs Shrubs (2 existing)
X Sec 10.03.2.A.i Parking Lot Screening	Opaque Landscape Screen along parking perimeter 5' wide and at least 3' in height.	Landscape screen along parking perimeter where possible.
X Sec 10.03.2.B.i Interior Parking Lot Area	5% of paved parking area must be landscape. 45,430 sf * 0.05 = 2,272 sf	2,418 sf of Interior Parking Landscape Area.
X Sec 10.03.2.B.ii Interior Parking Lot Trees	1 Tree per interior landscape area. 1 Tree per 300 sf: 2,418 sf / 300 = 9 Trees	9 Interior Parking Lot Trees.



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SCALE:	AS NOTED
DESIGNED BY:	TRE
DRAWN BY:	JPC
CHECKED BY:	DA

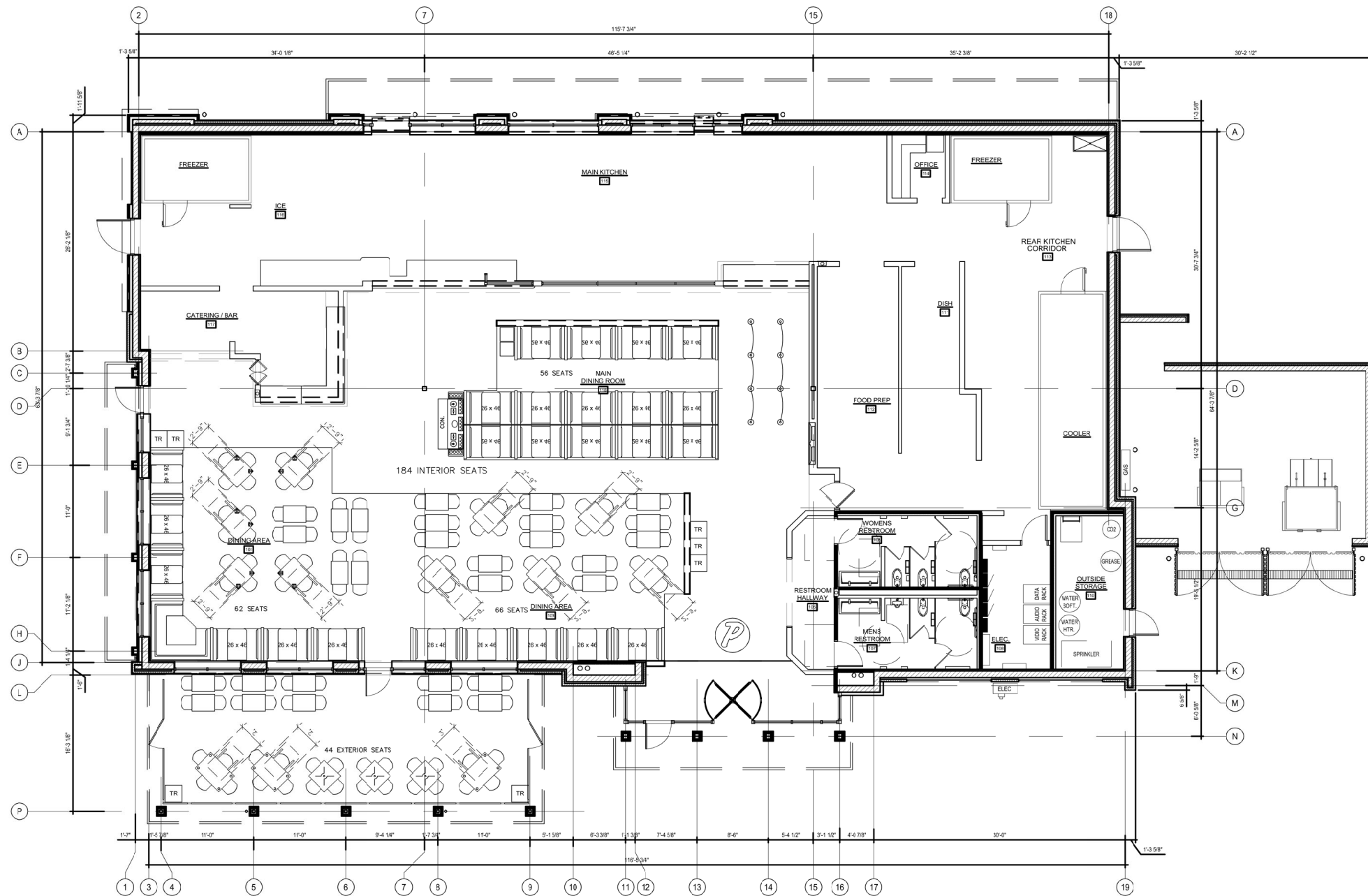


LANDSCAPE NOTES AND DETAILS

PORTILLO'S RESTAURANT
MIDDLEBELT ROAD SOUTH OF SCHOOLCRAFT ROAD, LIVONIA, MI

ORIGINAL ISSUE: 12/08/2021
KHA PROJECT NO. 168685002
SHEET NUMBER

L1.1

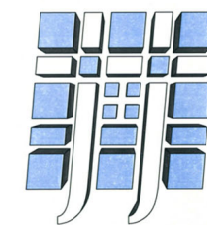


FLOOR PLAN
Scale: N.T.S.

New Garage Concept v2.3 - December 8th, 2021



Portillo's - Garage Restaurant
MIDDLEBELT ROAD
LIVONIA, MI



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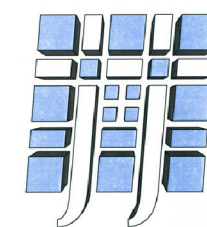
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PORTILLO'S MAIN ENTRANCE & PARKING VIEW
Scale: N.T.S.

New Garage Concept v2.3 - December 8th, 2021



Portillo's - Garage Restaurant
MIDDLEBELT ROAD
LIVONIA, MI



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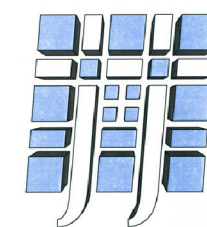
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PORTILLO'S DRIVE-THRU & OLO PICKUP CORNER VIEW
Scale: N.T.S.

New Garage Concept v2.2 - December 7th, 2021



Portillo's - Garage Restaurant
MIDDLEBELT ROAD
LIVONIA, MI



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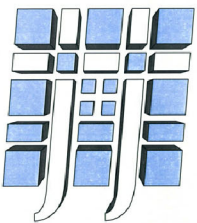


PORTILLO'S PATIO & OLO PICKUP CORNER VIEW
 Scale: N.T.S.

New Garage Concept v2.2 - December 7th, 2021



Portillo's - Garage Restaurant
 MIDDLEBELT ROAD
 LIVONIA, MI



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EAST ELEVATION - Front Main Entrance & Outdoor Patio
Scale: N.T.S.



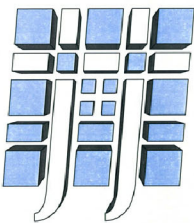
SOUTH ELEVATION - On-Line Order Pick-Up & Delivery
Scale: N.T.S.

MATERIAL SCHEDULE		
KEY NOTE	MATERIAL	MATERIAL SPECIFICATION
1	ALUMINUM STOREFRONT	2" W x 4'-1/2" D THERMALLY BROKEN PRE-FIN. ALUM. STOREFRONT W/ 1" INSULATED GLASS CENTER SET, OLD CASTLE SERIES 3000 OUTSIDE GLAZED OR EQUAL (TEMPERED AS REQUIRED), ALUM. CLEAR ANOD.
1A	TRASH ENCLOSURE DOOR	PRECISION SERIES WALL PANEL HIGHLINE C2 24GA. STEEL PAC-CLAD PETERSEN COLOR: MUSKET GRAY
2	FACE BRICK	UTILITY SIZE FACE BRICK RUNNING BOND GLEN-GARY CITY LINE SERIES, COLOR: KOKOMO OR EQUAL
3A	SPLIT FACED BLOCK	8" x 24" SPLIT FACED BLOCK RUNNING BOND ARRISCRAFT RENAISSANCE STONE, OR EQUAL COLOR: LIMESTONE, ROUGH FINISH
3B	SPLIT FACED BLOCK	8" x 24" SPLIT FACED BLOCK RUNNING BOND ARRISCRAFT RENAISSANCE STONE, OR EQUAL COLOR: GRAPHITE, ROUGH FINISH
4	SMOOTH FACED BLOCK	8" x 24" SMOOTH FACED BLOCK RUNNING BOND ARRISCRAFT RENAISSANCE STONE, OR EQUAL COLOR: LIMESTONE, SMOOTH FINISH
5	SMOOTH FACED BLOCK	4" x 24" SMOOTH FACED BLOCK RUNNING BOND ARRISCRAFT RENAISSANCE STONE, OR EQUAL COLOR: LIMESTONE, SMOOTH FINISH
6	SMOOTH FACED BLOCK	8" x 24" SMOOTH FACED BLOCK RUNNING BOND ARRISCRAFT RENAISSANCE STONE, OR EQUAL COLOR: GRAPHITE, SMOOTH FINISH
7	PRECAST STONE TRIM	SMOOTH FACE CAST STONE SILL, CAP PIECES, AND TRIM. SIZES AND SHAPE VARY, COLOR: TO MATCH LIMESTONE BLOCK
8	EXPOSED STRUC. STEEL	EXPOSED STRUCTURAL STEEL FOR PAINT, CUSTOM COLOR TO MATCH PATINA FINISH
9	EXPOSED STRUC. STEEL	EXPOSED STRUCTURAL STEEL FOR PAINT, COLOR: TO MATCH PETERSEN CHARCOAL
10	EXPOSED STRUC. STEEL	EXPOSED STRUCTURAL STEEL FOR PAINT, COLOR: TO MATCH PETERSEN SILVERSMITH
11	RIBBED METAL PANEL	PRECISION SERIES WALL PANEL HIGHLINE C2 24GA. STEEL PAC-CLAD PETERSEN COLOR: MUSKET GRAY
12	RIBBED METAL PANEL	PRECISION SERIES WALL PANEL HWP 24GA. STEEL PAC-CLAD PETERSEN, COLOR: CHARCOAL
13	STANDING SEAM METAL & ROOFING	PAC-CLAD PETERSEN COLOR: SILVERSMITH
14	SOFFIT PANELS	PRE-FINISHED SOFFIT PANELS PAC-850 HALF VENT, .032 ALUM. WITH TRIM PAC-CLAD PETERSEN OR EQUAL
15	STAINLESS STEEL	BRUSHED FINISH
16	MISC. BRAKE METAL ON WATERPROOF PLYWOOD PANEL	CLEAR ANOD. ALUM. TO MATCH STOREFRONT
17	PAINT	PAINT DOOR AND TRIM TO MATCH ADJACENT SURFACES
18	FAUX OVERHEAD DOORS	MANUFACTURER: PETERSEN OR EQUAL OR CUSTOM PAINT, COLOR: CHARCOAL BLACK & SILVER CUSTOM FINISH - BLACKENED STEEL WEATHERED LOOK
19	METAL FENCE	ORNAMENTAL IRON FENCE OR EQUAL, SEE DETAIL DRAWING A1.3, POWDER COATED CHARCOAL COLOR
20	MISC. PRE-FIN. METAL TRIM / COPING	PAC-CLAD PETERSEN COLOR: SILVERSMITH
21	MISC. PRE-FIN. METAL TRIM / COPING	PAC-CLAD PETERSEN COLOR: CHARCOAL
22	METAL LOUVERS AND FRAME	MANUFACTURER: TO BE DETERMINED COLOR: CLEAR ANOD. ALUMINUM
RL	LED STRIP LIGHT	RED LED STRIP LIGHT BY OWNERS SIGN CONTRACTOR
WL	LED STRIP LIGHT	WHITE LED STRIP LIGHT BY OWNERS SIGN CONTRACTOR
WS	WALL SCONCE LIGHT	UP AND DOWN WALL SCONCE LIGHT, WEATHERED PATINA FINISH
DL	WALL MOUNTED DOWNLIGHT	WALL MOUNTED ARM DOWNLIGHT WITH SHADE
PL	PENDANT SUSPENDED LIGHT	PENDANT SUSPENDED LIGHT STRING

New Garage Concept v2.4 - January 19th, 2022



Portillo's - Garage Restaurant
MIDDLEBELT ROAD
LIVONIA, MI

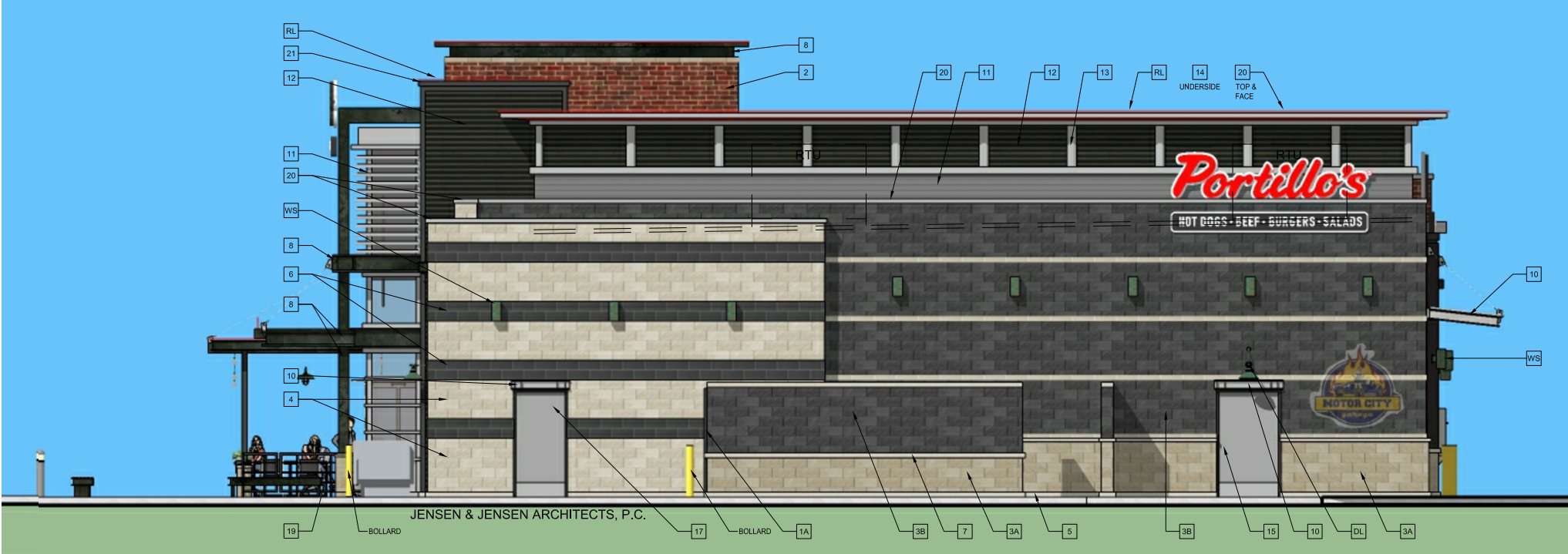


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WEST ELEVATION - Drive-Thru and Awning Extension
Scale: N.T.S.



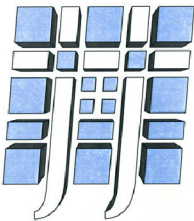
NORTH ELEVATION - Back of House & Servicing Area
Scale: N.T.S.

MATERIAL SCHEDULE		
KEY NOTE	MATERIAL	MATERIAL SPECIFICATION
1	ALUMINUM STOREFRONT	2"W x 4-1/2"D THERMALLY BROKEN PRE-FIN. ALUM. STOREFRONT W/ 1" INSULATED GLASS CENTER SET. OLD CASTLE SERIES 3000 OUTSIDE GLAZED OR EQUAL (TEMPERED AS REQUIRED). ALUM. CLEAR ANOD.
1A	TRASH ENCLOSURE DOOR	PRECISION SERIES WALL PANEL, HIGHLIGHT C2 24GA. STEEL PAC-CLAD PETERSEN COLOR: MUSKET GRAY
2	FACE BRICK	UTILITY SIZE FACE BRICK RUNNING BOND GLEN-GARY CITY LINE SERIES, COLOR: KOKOMO OR EQUAL
3A	SPLIT FACED BLOCK	8" x 24" SPLIT FACED BLOCK RUNNING BOND ARRISCRAFT RENAISSANCE STONE, OR EQUAL COLOR: LIMESTONE, ROUGH FINISH
3B	SPLIT FACED BLOCK	8" x 24" SPLIT FACED BLOCK RUNNING BOND ARRISCRAFT RENAISSANCE STONE, OR EQUAL COLOR: GRAPHITE, ROUGH FINISH
4	SMOOTH FACED BLOCK	8" x 24" SMOOTH FACED BLOCK RUNNING BOND ARRISCRAFT RENAISSANCE STONE, OR EQUAL COLOR: LIMESTONE, SMOOTH FINISH
5	SMOOTH FACED BLOCK	4" x 24" SMOOTH FACED BLOCK RUNNING BOND ARRISCRAFT RENAISSANCE STONE, OR EQUAL COLOR: LIMESTONE, SMOOTH FINISH
6	SMOOTH FACED BLOCK	8" x 24" SMOOTH FACED BLOCK RUNNING BOND ARRISCRAFT RENAISSANCE STONE, OR EQUAL COLOR: GRAPHITE, SMOOTH FINISH
7	PRECAST STONE TRIM	SMOOTH FACE CAST STONE SILL, CAP PIECES, AND TRIM. SIZES AND SHAPE VARY. COLOR: TO MATCH LIMESTONE BLOCK
8	EXPOSED STRUC. STEEL	EXPOSED STRUCTURAL STEEL FOR PAINT. CUSTOM COLOR TO MATCH PATINA FINISH
9	EXPOSED STRUC. STEEL	EXPOSED STRUCTURAL STEEL FOR PAINT. COLOR: TO MATCH PETERSEN CHARCOAL
10	EXPOSED STRUC. STEEL	EXPOSED STRUCTURAL STEEL FOR PAINT. COLOR: TO MATCH PETERSEN SILVERSMITH
11	RIBBED METAL PANEL	PRECISION SERIES WALL PANEL, HIGHLIGHT C2 24GA. STEEL PAC-CLAD PETERSEN COLOR: MUSKET GRAY
12	RIBBED METAL PANEL	PRECISION SERIES WALL PANEL, HWP 24GA. STEEL PAC-CLAD PETERSEN, COLOR: CHARCOAL
13	STANDING SEAM METAL & ROOFING	PAC-CLAD PETERSEN COLOR: SILVERSMITH
14	SOFFIT PANELS	PRE-FINISHED SOFFIT PANELS PAC-850 HALF VENT, .032 ALUM. WITH TRIM PAC-CLAD PETERSEN OR EQUAL
15	STAINLESS STEEL	BRUSHED FINISH
16	MISC. BRAKE METAL ON WATERPROOF PLYWOOD PANEL	CLEAR ANOD. ALUM. TO MATCH STOREFRONT
17	PAINT	PAINT DOOR AND TRIM TO MATCH ADJACENT SURFACES
18	FAUX OVERHEAD DOORS	MANUFACTURER: PETERSEN OR EQUAL OR CUSTOM PAINT. COLOR: CHARCOAL BLACK & SILVER CUSTOM FINISH - BLACKENED STEEL WEATHERED LOOK
19	METAL FENCE	ORNAMENTAL IRON FENCE OR EQUAL. SEE DETAIL DRAWING A1.3. POWDER COATED CHARCOAL COLOR
20	MISC. PRE-FIN. METAL TRIM / COPING	PAC-CLAD PETERSEN COLOR: SILVERSMITH
21	MISC. PRE-FIN. METAL TRIM / COPING	PAC-CLAD PETERSEN COLOR: CHARCOAL
22	METAL LOUVERS AND FRAME	MANUFACTURER: TO BE DETERMINED COLOR: CLEAR ANOD. ALUMINUM
RL	LED STRIP LIGHT	RED LED STRIP LIGHT BY OWNERS SIGN CONTRACTOR
WL	LED STRIP LIGHT	WHITE LED STRIP LIGHT BY OWNERS SIGN CONTRACTOR
WS	WALL SCONCE LIGHT	UP AND DOWN WALL SCONCE LIGHT, WEATHERED PATINA FINISH
DL	WALL MOUNTED DOWNLIGHT	WALL MOUNTED ARM DOWNLIGHT WITH SHADE
PL	PENDANT SUSPENDED LIGHT	PENDANT SUSPENDED LIGHT STRING

New Garage Concept v2.4 - January 19th, 2022



Portillo's - Garage Restaurant
MIDDLEBELT ROAD
LIVONIA, MI



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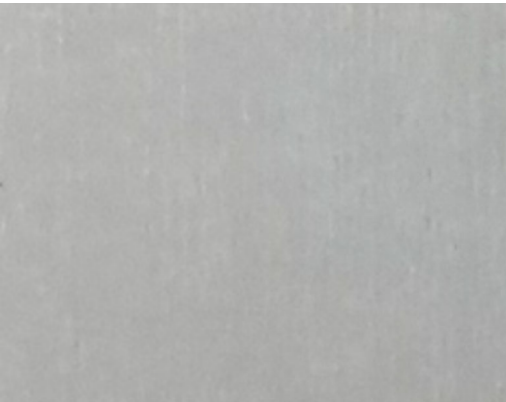
Since 1915



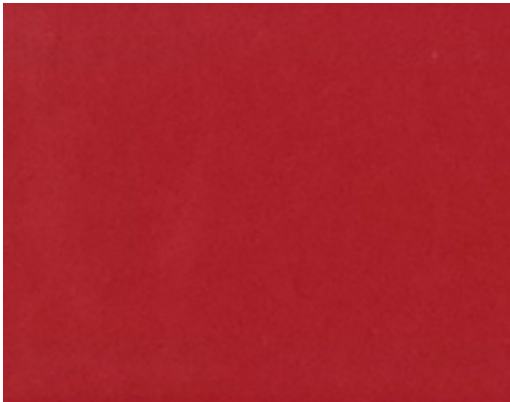
Weathered Patina Finish



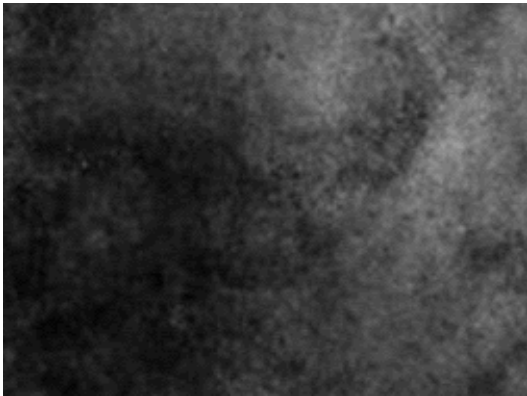
Silversmith - PAC-Clad



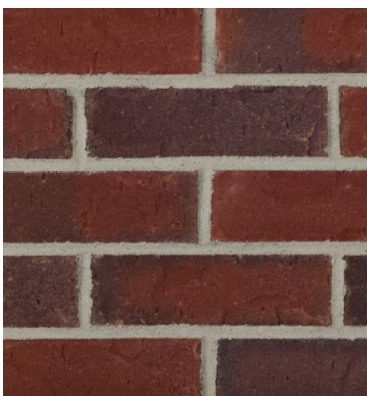
Charcoal - PAC-Clad



Brite Red - PAC-Clad



Blackened Steel Finish



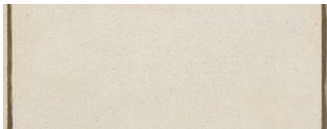
Glen-Gary Brick: Kokomo or equal



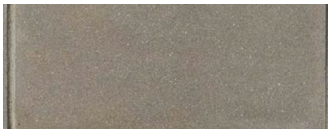
Aluminum Siding



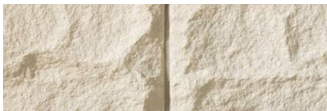
Portillo's Livonia - Streetview 3D Color Rendering for Reference



Arriscraft Renaissance Stone Color: Limestone



Arriscraft Renaissance Stone Color: Graphite



Arriscraft Renaissance Stone Color: Limestone Accent Banding - Rough



Arriscraft Renaissance Stone Color: Graphite Accent Banding - Rough



Arriscraft White Rocked Georgia Sill

Portillo's Livonia - Exterior Material & Color Palette Board



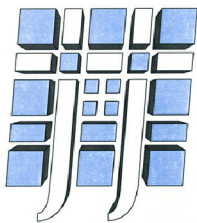
PORTILLO'S STREET-SIDE ATTRACTION FEATURE
Scale: N.T.S.

MATERIAL SCHEDULE		
KEY NOTE	MATERIAL	MATERIAL SPECIFICATION
1	ALUMINUM STOREFRONT	2" W x 4-1/2" D THERMALLY BROKEN PRE-FIN. ALUM. STOREFRONT W/ 1" INSULATED GLASS CENTER SET, OLD CASTLE SERIES 3000 OUTSIDE GLAZED OR EQUAL (TEMPERED AS REQUIRED.), ALUM. CLEAR ANOD.
1A	TRASH ENCLOSURE DOOR	PRECISION SERIES WALL PANEL HIGLINE C2 24GA. STEEL PAC-CLAD PETERSEN COLOR: MUSKET GRAY
2	FACE BRICK	UTILITY SIZE FACE BRICK RUNNING BOND GLEN-GARY CITY LINE SERIES, COLOR: KOKOMO OR EQUAL
3A	SPLIT FACED BLOCK	8" x 24" SPLIT FACED BLOCK RUNNING BOND ARRISCRAFT RENAISSANCE STONE, OR EQUAL COLOR: LIMESTONE, ROUGH FINISH
3B	SPLIT FACED BLOCK	8" x 24" SPLIT FACED BLOCK RUNNING BOND ARRISCRAFT RENAISSANCE STONE, OR EQUAL COLOR: GRAPHITE, ROUGH FINISH
4	SMOOTH FACED BLOCK	8" x 24" SMOOTH FACED BLOCK RUNNING BOND ARRISCRAFT RENAISSANCE STONE, OR EQUAL COLOR: LIMESTONE, SMOOTH FINISH
5	SMOOTH FACED BLOCK	4" x 24" SMOOTH FACED BLOCK RUNNING BOND ARRISCRAFT RENAISSANCE STONE, OR EQUAL COLOR: LIMESTONE, SMOOTH FINISH
6	SMOOTH FACED BLOCK	8" x 24" SMOOTH FACED BLOCK RUNNING BOND ARRISCRAFT RENAISSANCE STONE, OR EQUAL COLOR: GRAPHITE, SMOOTH FINISH
7	PRECAST STONE TRIM	SMOOTH FACE CAST STONE SILL, CAP PIECES, AND TRIM, SIZES AND SHAPE VARY, COLOR: TO MATCH LIMESTONE BLOCK
8	EXPOSED STRUC. STEEL	EXPOSED STRUCTURAL STEEL FOR PAINT, CUSTOM COLOR TO MATCH PATINA FINISH
9	EXPOSED STRUC. STEEL	EXPOSED STRUCTURAL STEEL FOR PAINT, COLOR: TO MATCH PETERSEN CHARCOAL
10	EXPOSED STRUC. STEEL	EXPOSED STRUCTURAL STEEL FOR PAINT, COLOR: TO MATCH PETERSEN SILVERSMITH
11	RIBBED METAL PANEL	PRECISION SERIES WALL PANEL HIGLINE C2 24GA. STEEL PAC-CLAD PETERSEN COLOR: MUSKET GRAY
12	RIBBED METAL PANEL	PRECISION SERIES WALL PANEL HWP 24GA. STEEL PAC-CLAD PETERSEN, COLOR: CHARCOAL
13	STANDING SEAM METAL & ROOFING	PAC-CLAD PETERSEN COLOR: SILVERSMITH
14	SOFFIT PANELS	PRE-FINISHED SOFFIT PANELS PAC-650 HALF VENT. .032 ALUM. WITH TRIM PAC-CLAD PETERSEN OR EQUAL
15	STAINLESS STEEL	BRUSHED FINISH
16	MISC. BRAKE METAL ON WATERPROOF PLYWOOD PANEL	CLEAR ANOD. ALUM. TO MATCH STOREFRONT
17	PAINT	PAINT DOOR AND TRIM TO MATCH ADJACENT SURFACES
18	FAUX OVERHEAD DOORS	MANUFACTURER: PETERSEN OR EQUAL OR CUSTOM PAINT, COLOR: CHARCOAL BLACK & SILVER CUSTOM FINISH - BLACKENED STEEL WEATHERED LOOK
19	METAL FENCE	ORNAMENTAL IRON FENCE OR EQUAL. SEE DETAIL DRAWING A1.3. POWDER COATED CHARCOAL COLOR
20	MISC. PRE-FIN. METAL TRIM / COPING	PAC-CLAD PETERSEN COLOR: SILVERSMITH
21	MISC. PRE-FIN. METAL TRIM / COPING	PAC-CLAD PETERSEN COLOR: CHARCOAL
22	METAL LOUVERS AND FRAME	MANUFACTURER: TO BE DETERMINED COLOR: CLEAR ANOD. ALUMINUM
RL	LED STRIP LIGHT	RED LED STRIP LIGHT BY OWNERS SIGN CONTRACTOR
WL	LED STRIP LIGHT	WHITE LED STRIP LIGHT BY OWNERS SIGN CONTRACTOR
WS	WALL SCONCE LIGHT	UP AND DOWN WALL SCONCE LIGHT, WEATHERED PATINA FINISH
DL	WALL MOUNTED DOWNLIGHT	WALL MOUNTED ARM DOWNLIGHT WITH SHADE
PL	PENDANT SUSPENDED LIGHT	PENDANT SUSPENDED LIGHT STRING

New Garage Concept v2.3 - December 8th, 2021

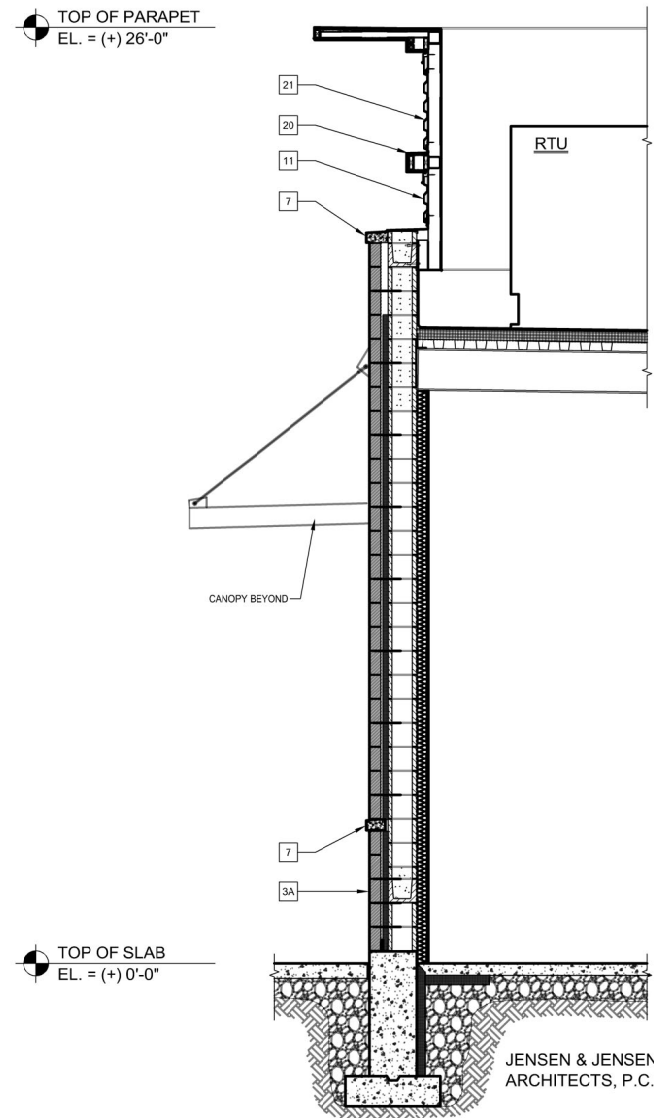


Portillo's - Garage Restaurant
MIDDLEBELT ROAD
LIVONIA, MI

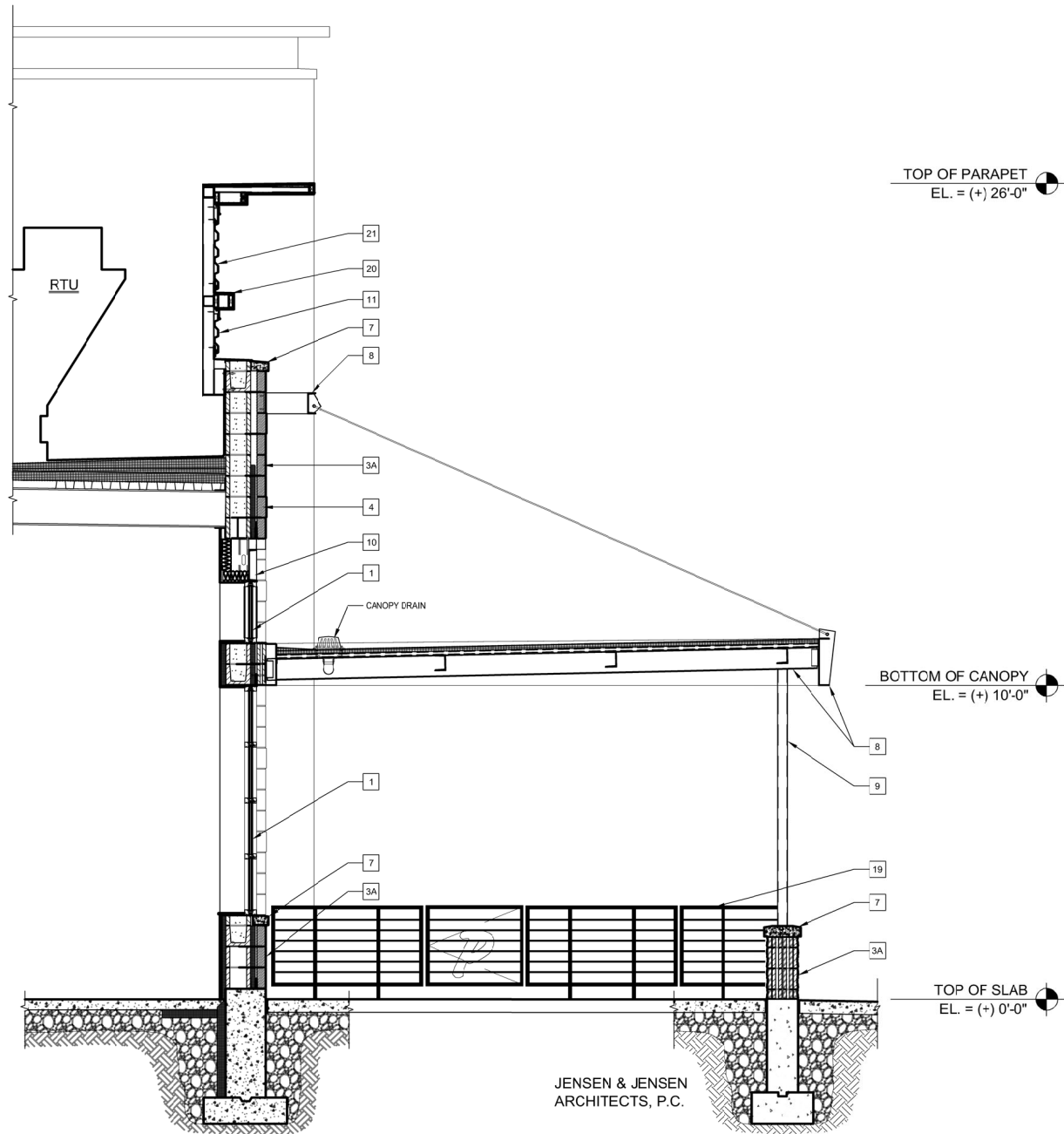


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WALL SECTION - PICKUP WINDOW
Scale: N.T.S.



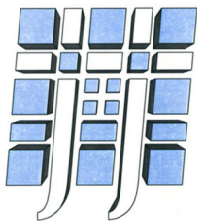
WALL SECTION - OUTDOOR PATIO
Scale: N.T.S.

MATERIAL SCHEDULE		
KEY NOTE	MATERIAL	MATERIAL SPECIFICATION
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1A	TRASH ENCLOSURE DOOR	PRECISION SERIES WALL PANEL HIGHLINE C2 24GA. STEEL PAC-CLAD PETERSEN COLOR: MUSKET GRAY
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3A	SPLIT FACED BLOCK	8" x 24" SPLIT FACED BLOCK RUNNING BOND ARRISCRAFT RENAISSANCE STONE, OR EQUAL COLOR: LIMESTONE, ROUGH FINISH
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8	EXPOSED STRUC. STEEL	EXPOSED STRUCTURAL STEEL FOR PAINT, CUSTOM COLOR TO MATCH PATINA FINISH
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16	MISC. BRAKE METAL ON WATERPROOF PLYWOOD PANEL	CLEAR ANOD ALUM. TO MATCH STOREFRONT
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18	FAUX OVERHEAD DOORS	MANUFACTURER: PETERSEN OR EQUAL OR CUSTOM PAINT, COLOR: CHARCOAL BLACK & SILVER. CUSTOM FINISH - BLACKENED STEEL WEATHERED LOOK
19	METAL FENCE	ORNAMENTAL IRON FENCE OR EQUAL, SEE DETAIL DRAWING A13, POWDER COATED CHARCOAL COLOR
20	MISC. PRE-FIN METAL TRIM / COPING	PAC-CLAD PETERSEN COLOR: SILVERSMITH
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New Garage Concept v2.3 - December 8th, 2021

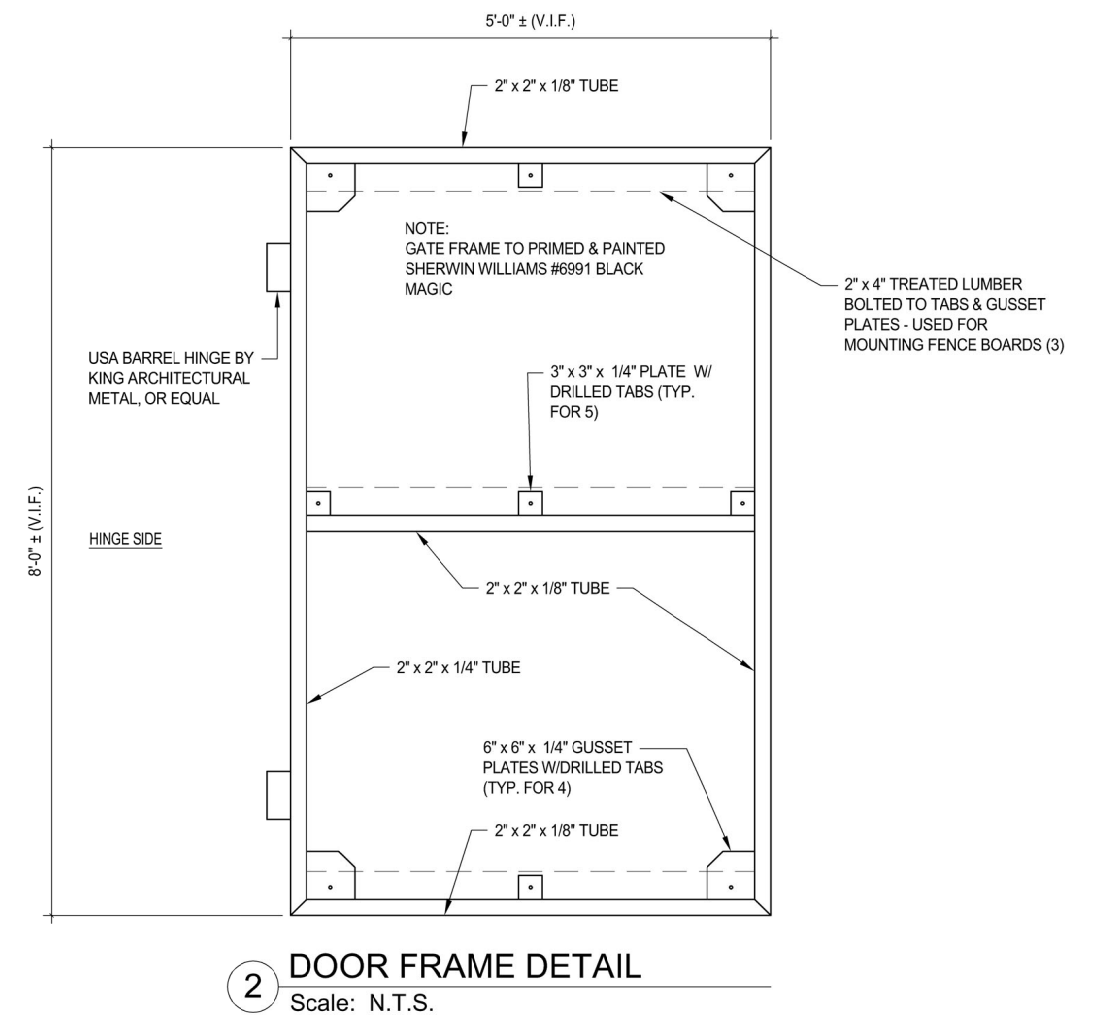
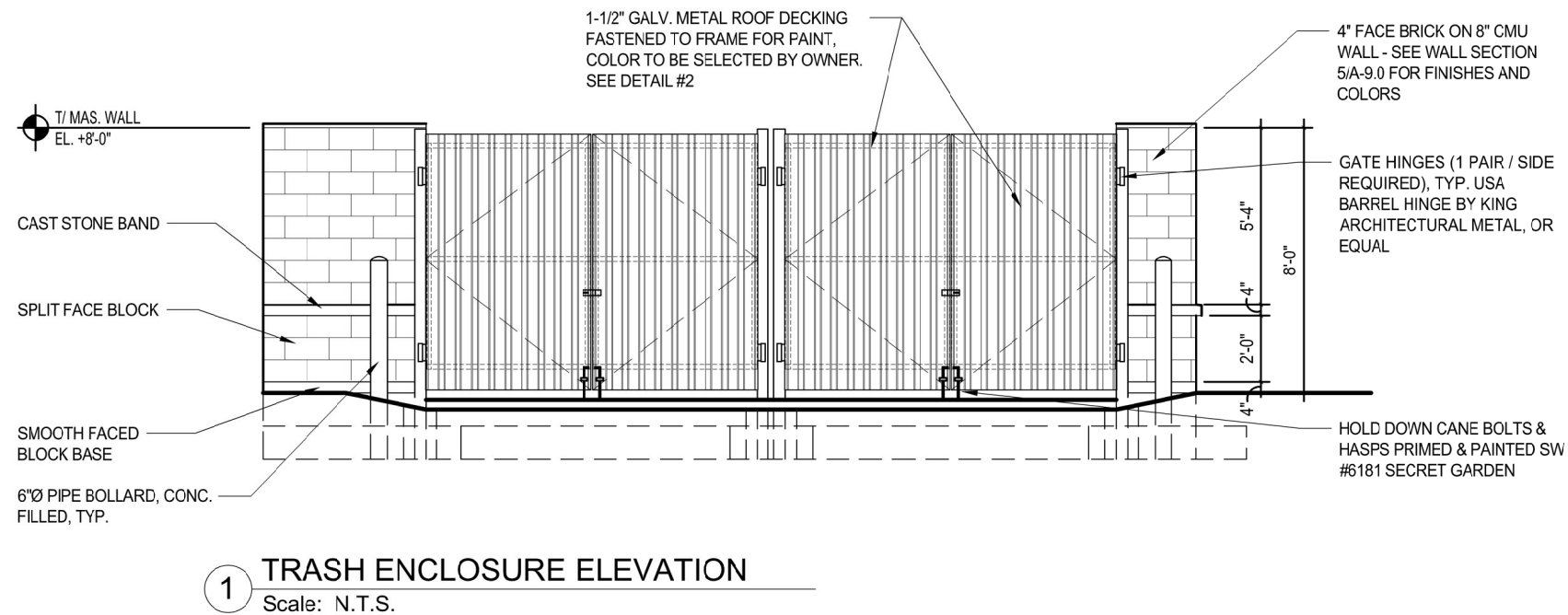
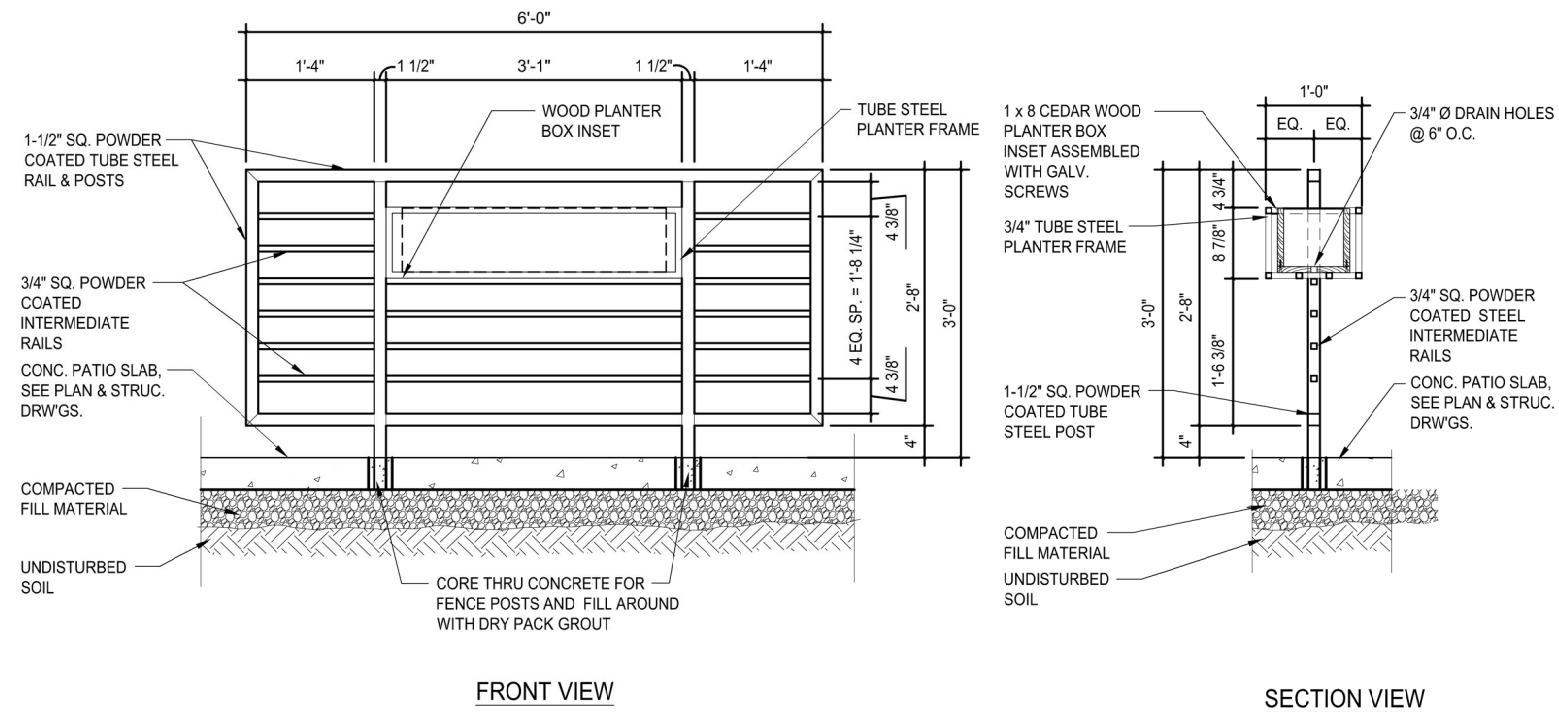


Portillo's - Garage Restaurant
MIDDLEBELT ROAD
LIVONIA, MI



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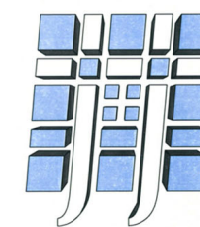
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New Garage Concept v2.3 - December 8th, 2021



Portillo's - Garage Restaurant
MIDDLEBELT ROAD
LIVONIA, MI



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RSX2 LED Area Luminaire

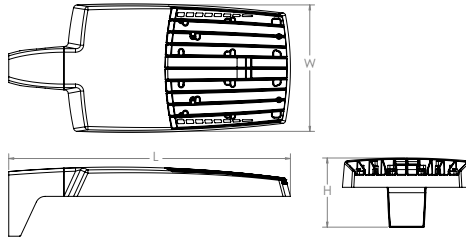


Catalog Number
Notes
Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

EPA (ft ² @0°):	0.69 ft ² (0.06 m ²)
Length:	29.3" (74.4 cm) (SPA mount)
Width:	13.4" (34.0 cm)
Height:	3.0" (7.6 cm) Main Body 7.2" (18.3 cm) Arm
Weight: (SPA mount)	30.0 lbs (13.6 kg)



Introduction

The new RSX LED Area family delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The RSX2 delivers 11,000 to 31,000 lumens allowing it to replace 250W to 1000W HID luminaires.

The RSX features an integral universal mounting mechanism that allows the luminaire to be mounted on most existing drill hole patterns. This "no-drill" solution provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical compartment. A mast arm adaptor, adjustable integral slipfitter and other mounting configurations are available.

Ordering Information

EXAMPLE: RSX2 LED P6 40K R3 MVOLT SPA DDBXD

RSX2 LED					
Series	Performance Package	Color Temperature	Distribution	Voltage	Mounting
RSX2 LED	P1	30K 3000K	R2 Type 2 Wide	MVOLT (120V-277V) ²	SPA Square pole mounting (3.0" min. SQ pole for 1 at 90°, 3.5" min. SQ pole for 2, 3, 4 at 90°)
	P2	40K 4000K	R3 Type 3 Wide	HVOLT (347V-480V) ³	RPA Round pole mounting (3.2" min. dia. RND pole for 2, 3, 4 at 90°, 3.0" min. dia. RND pole for 1 at 90°, 2 at 180°, 3 at 120°)
	P3	50K 5000K	R3S Type 3 Short	XVOLT (277V-480V) ⁴	MA Mast arm adaptor (fits 2-3/8" OD horizontal tenon)
	P4		R4 Type 4 Wide	(use specific voltage for options as noted)	IS Adjustable slipfitter (fits 2-3/8" OD tenon) ⁶
	P5		R4S Type 4 Short	120 ³ 277 ⁵	WBA Wall bracket ¹
	P6		R5 Type 5 Wide ¹	208 ³ 347 ⁵	WBASC Wall bracket with surface conduit box
			R5S Type 5 Short ¹	240 ³ 480 ⁵	AASP Adjustable tilt arm square pole mounting ⁶
			AFR Automotive Front Row		AARP Adjustable tilt arm round pole mounting ⁶
			AFRR90 Automotive Front Row Right Rotated		AAWB Adjustable tilt arm with wall bracket ⁶
			AFRL90 Automotive Front Row Left Rotated		AAWSC Adjustable tilt arm wall bracket and surface conduit box ⁶

Options			Finish
Shipped Installed HS House-side shield ⁷ PE Photocontrol, button style ^{8,9} PEX Photocontrol external threaded, adjustable ^{9,10} PER7 Seven-wire twist-lock receptacle only (no controls) ^{9,11,12,13} CE34 Conduit entry 3/4" NPT (Qty 2) SF Single fuse (120, 277, 347) ⁵ DF Double fuse (208, 240, 480) ⁵ SPD20KV 20KV Surge pack (10KV standard) FAO Field adjustable output ^{9,13} DMG 0-10V dimming extend out back of housing for external control (control ordered separate) ^{9,13} DS Dual switching ^{9,14}			DDBXD Dark Bronze DBLXD Black DNAXD Natural Aluminum DWHXD White DDBTXD Textured Dark Bronze DBLBXD Textured Black DNATXD Textured Natural Aluminum DWHGXD Textured White
Shipped Installed *Standalone and Networked Sensors/Controls (factory default settings, see table page 9) NLTAIR2 nLight AIR generation 2 ^{13,15,16} PIRHN Networked, Bi-Level motion/ambient sensor (for use with NLTAIR2) ^{13,16,17} BAA Buy America(n) Act Compliant *Note: PIRHN with nLight Air can be used as a standalone dimming sensor with out-of-box settings or as a wireless networked solution. See factory default settings table. Sensor coverage pattern is affected when luminaire is tilted. Shipped Separately (requires some field assembly) EGS External glare shield ⁶ EGFV External glare full visor (360° around light aperture) ⁷ BS Bird spikes ¹⁸			



COMMERCIAL OUTDOOR

One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (7378) • www.acuitybrands.com
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Lithonia RSX2 Area LED
Rev. 06/14/21
Page 1 of 9

Ordering Information

Accessories

Ordered and shipped separately.

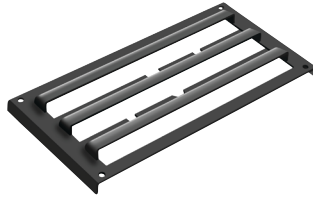
RSX2HS	RSX2 House side shield (includes 2 shields)
RSX2EGS (FINISH) U	External glare shield (specify finish)
RSX2HSAFRR (FINISH) U	RSX2 House side shields for AFR rotated optics (includes 2 shields)
RSX2EGFV (FINISH) U	External glare full visor (specify finish)
RSXRPA (FINISH) U	RSX Universal round pole adaptor plate (specify finish)
RSXWBA (FINISH) U	RSX WBA wall bracket (specify finish) ¹
RSXSBC (FINISH) U	RSX Surface conduit box (specify finish, for use with WBA, WBA not included)
DLL127F 1.5 JU	Photocell -SSL twist-lock (120-277V) ¹⁹
DLL347F 1.5 CUL JU	Photocell -SSL twist-lock (347V) ¹⁹
DLL480F 1.5 CUL JU	Photocell -SSL twist-lock (480V) ¹⁹
DSHORT SBK U	Shorting cap ¹⁹

NOTES

- Any Type 5 distribution, is not available with WBA.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- HVOLT driver operates on any line voltage from 347-480V (50/60 Hz).
- XVOLT driver not available with P1. XVOLT driver operates on any line voltage from 277V-480V (50/60 Hz). XVOLT not available with fusing (SF or DF) and not available with PE or PEX.
- Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
- Maximum tilt is 90° above horizontal.
- It may be ordered as an accessory.
- Requires MVOLT or 347V.
- Not available in combination with other light sensing control options (following options cannot be combined: PE, PEX, PER7, FAO, DMG, DS, PIRHN).
- Requires 120V, 208V, 240V, or 277V.

- Twistlock photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included. Dimming leads capped for future use.
- For units with option PER7, the mounting must be restricted to +/- 45° from horizontal aim per ANSI C136.10-2010.
- Two or more of the following options cannot be combined including DMG, DS, PER7, FAO and PIRHN.
- DS only available on performance package P5 and P6.
- Must be ordered with PIRHN.
- Requires MVOLT or HVOLT.
- Must be ordered with NLTAIR2. For additional information on PIRHN visit [here](#).
- Must be ordered with fixture for factory pre-drilling.
- Requires luminaire to be specified with PER7 option. Ordered and shipped as a separate line item from Acuity Brands Controls.

External Shields



House Side Shield



External Glare Shield

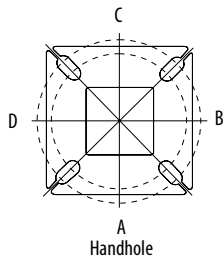


External 360 Full Visor

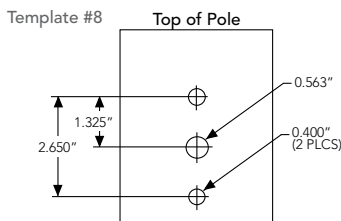
Pole/Mounting Information

Accessories including bullhorns, cross arms and other adaptors are available under the accessories tab at Lithonia's Outdoor Poles and Arms product page. Click here to visit [Accessories](#).

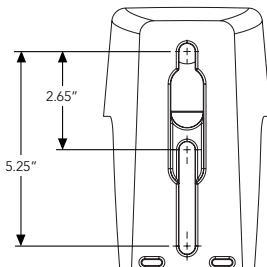
HANDHOLE ORIENTATION



RSX POLE DRILLING



RSX STANDARD ARM & ADJUSTABLE ARM



Round Tenon Mount - Pole Top Slipfitters

Tenon O.D.	RSX Mounting	Single	2 at 180°	2 at 90°	3 at 120°	3 at 90°	4 at 90°
2 - 3/8"	RPA, AARP	AS3-5 190	AS3-5 280	AS3-5 290	AS3-5 320	AS3-5 390	AS3-5 490
2 - 7/8"	RPA, AARP	AST25-190	AST25-280	AST25-290	AST25-320	AST25-390	AST25-490
4"	RPA, AARP	AST35-190	AST35-280	AST35-290	AST35-320	AST35-390	AST35-490

Drill/Side Location by Configuration Type

Drilling Template	Mounting Option	Single	2 @ 180	2 @ 90	3 @ 120	3 @ 90	4 @ 90
	Head Location	Side B	Side B & D	Side B & C	Round Pole Only	Side B, C & D	Side A, B, C & D
#8	Drill Nomenclature	DM19AS	DM28AS	DM29AS	DM32AS	DM39AS	DM49AS

RSX2 - Luminaire EPA

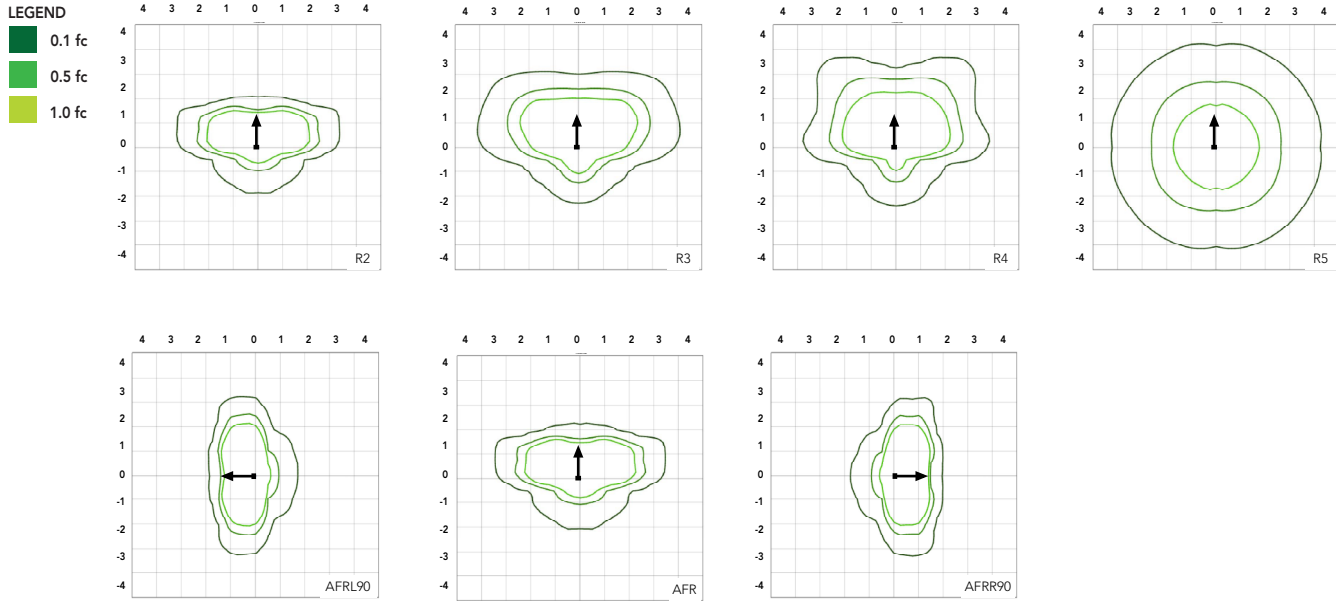
*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

Fixture Quantity & Mounting Configuration		Single	2 @ 90	2 @ 180	3 @ 90	3 @ 120	4 @ 90	2 Side by Side	3 Side by Side	4 Side by Side
Mounting Type	Tilt									
SPA - Square Pole Adaptor	0 °	0.69	1.22	1.27	1.8	1.61	2.39	1.37	2.06	2.74
RPA - Round Pole Adaptor		0.74	1.27	1.37	1.9	1.71	2.49	1.42	2.16	2.84
MA - Mast Arm Adaptor		0.61	1.14	1.11	1.64	1.45	2.23	1.29	1.9	2.58
IS - Integral Slipfitter AASP/AARP - Adjustable Arm Square/Round Pole	0 °	0.69	1.22	1.27	1.8	1.61	2.39	1.37	2.06	2.74
	10°	0.53	1.06	1.05	1.58	1.37	2.08	1.06	1.59	2.12
	20°	0.52	1.02	1.03	1.52	1.33	2.02	1.03	1.55	2.07
	30°	0.64	1.11	1.18	1.63	1.45	2.21	1.27	1.91	2.54
	40°	0.81	1.21	1.35	1.74	1.65	2.39	1.62	2.43	3.23
	45°	0.91	1.25	1.5	1.81	1.75	2.48	1.82	2.73	3.64
	50°	1.34	1.83	2.17	2.61	2.56	3.62	2.68	4.02	5.36
	60°	2.2	2.97	3.57	4.24	4.17	5.89	4.41	6.61	8.82
	70°	2.86	4.13	4.7	5.89	5.71	8.21	5.71	8.57	11.42
	80°	3.4	5.13	5.67	7.34	7.09	10.21	6.79	10.19	13.59
90°	3.85	5.96	6.55	8.58	8.31	11.88	7.70	11.56	15.41	

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's RSX Area homepage.

Isofootcandle plots for the RSX2 LED P6 40K. Distances are in units of mounting height (30').



Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-50°C (32-122°F).

Ambient	Ambient	Lumen Multiplier
0°C	32°F	1.05
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97
45°C	113°F	0.96
50°C	122°F	0.95

Electrical Load

Performance Package	System Watts (W)	Current (A)					
		120V	208V	240V	277V	347V	480V
P1	71W	0.59	0.34	0.30	0.26	0.20	0.15
P2	111W	0.93	0.53	0.46	0.40	0.32	0.23
P3	147W	1.23	0.70	0.61	0.53	0.42	0.31
P4	187W	1.55	0.90	0.78	0.68	0.53	0.38
P5	210W	1.75	1.01	0.87	0.76	0.60	0.44
P6	244W	2.03	1.17	1.01	0.88	0.70	0.51

Projected LED Lumen Maintenance

Operating Hours	50,000	75,000	100,000
Lumen Maintenance Factor	>0.97	>0.95	>0.92

Values calculated according to IESNA TM-21-11 methodology and valid up to 40°C.

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

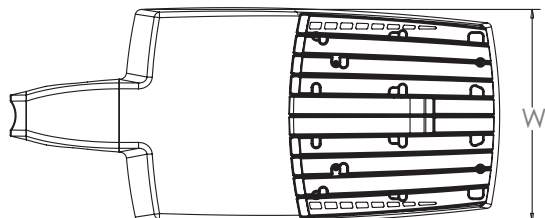
Performance Package	System Watts	Distribution Type	30K (3000K, 70 CRI)					40K (4000K, 70 CRI)					50K (5000K, 70 CRI)				
			Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P1	71W	R2	10,040	2	0	1	139	11,031	2	0	1	153	11,031	2	0	1	153
		R3	10,005	2	0	2	141	10,992	2	0	2	155	10,992	2	0	2	155
		R3S	10,271	2	0	2	143	11,285	2	0	2	157	11,285	2	0	2	157
		R4	10,136	2	0	2	143	11,136	2	0	2	157	11,136	2	0	2	157
		R4S	9,779	2	0	2	138	10,744	2	0	2	151	10,744	2	0	2	151
		R5	10,271	4	0	2	145	11,285	4	0	2	159	11,285	4	0	2	159
		R5S	10,544	3	0	1	149	11,585	3	0	2	163	11,585	3	0	2	163
		AFR	10,026	2	0	1	141	11,016	2	0	1	155	11,016	2	0	1	155
		AFRR90	10,122	3	0	2	140	11,121	3	0	2	154	11,121	3	0	2	154
		AFRL90	10,164	3	0	2	141	11,167	3	0	2	155	11,167	3	0	2	155
P2	111W	R2	15,712	2	0	2	138	17,263	2	0	2	151	17,263	2	0	2	151
		R3	15,657	2	0	3	141	17,202	3	0	3	155	17,202	3	0	3	155
		R3S	16,075	2	0	2	141	17,661	2	0	2	155	17,661	2	0	2	155
		R4	15,862	2	0	3	143	17,427	2	0	3	157	17,427	2	0	3	157
		R4S	15,304	2	0	2	138	16,815	2	0	2	151	16,815	2	0	2	151
		R5	16,075	4	0	2	145	17,661	5	0	3	159	17,661	5	0	3	159
		R5S	16,502	4	0	2	149	18,130	4	0	2	163	18,130	4	0	2	163
		AFR	15,691	2	0	2	141	17,240	2	0	2	155	17,240	2	0	2	155
		AFRR90	15,841	3	0	3	139	17,404	4	0	3	153	17,404	4	0	3	153
		AFRL90	15,907	3	0	3	139	17,477	4	0	3	153	17,477	4	0	3	153
P3	147W	R2	19,855	3	0	2	132	21,814	3	0	2	145	21,814	3	0	2	145
		R3	19,785	3	0	3	135	21,737	3	0	4	148	21,737	3	0	4	148
		R3S	20,312	3	0	3	135	22,317	3	0	3	149	22,317	3	0	3	149
		R4	20,044	3	0	3	136	22,022	3	0	4	150	22,022	3	0	4	150
		R4S	19,339	3	0	3	132	21,247	3	0	3	145	21,247	3	0	3	145
		R5	20,313	5	0	3	138	22,317	5	0	3	152	22,317	5	0	3	152
		R5S	20,852	4	0	2	142	22,910	4	0	2	156	22,910	4	0	2	156
		AFR	19,828	3	0	2	135	21,785	3	0	2	148	21,785	3	0	2	148
		AFRR90	20,017	4	0	3	133	21,992	4	0	3	147	21,992	4	0	3	147
		AFRL90	20,101	4	0	3	134	22,084	4	0	3	147	22,084	4	0	3	147
P4	187W	R2	22,836	3	0	2	120	25,090	3	0	2	132	25,090	3	0	2	132
		R3	22,756	3	0	4	122	25,002	3	0	4	134	25,002	3	0	4	134
		R3S	23,363	3	0	3	123	25,668	3	0	3	135	25,668	3	0	3	135
		R4	23,054	3	0	4	123	25,329	3	0	4	135	25,329	3	0	4	135
		R4S	22,243	3	0	3	119	25,059	3	0	3	134	25,059	3	0	3	134
		R5	23,363	5	0	3	125	25,669	5	0	4	137	25,669	5	0	4	137
		R5S	23,983	4	0	2	128	26,350	4	0	2	141	26,350	4	0	2	141
		AFR	22,806	3	0	2	122	25,056	3	0	2	134	25,056	3	0	2	134
		AFRR90	23,023	4	0	3	121	25,295	4	0	3	133	25,295	4	0	3	133
		AFRL90	23,120	4	0	3	122	25,401	4	0	3	134	25,401	4	0	3	134
P5	210W	R2	26,141	3	0	2	122	28,721	3	0	2	135	28,721	3	0	2	135
		R3	26,049	3	0	4	124	28,620	3	0	4	136	28,620	3	0	4	136
		R3S	26,744	3	0	3	125	29,383	3	0	4	138	29,383	3	0	4	138
		R4	26,390	3	0	4	126	28,994	3	0	4	138	28,994	3	0	4	138
		R4S	25,462	3	0	3	121	27,974	3	0	3	133	27,974	3	0	3	133
		R5	26,744	5	0	4	127	29,383	5	0	4	140	29,383	5	0	4	140
		R5S	27,454	4	0	2	131	30,163	4	0	2	144	30,163	4	0	2	144
		AFR	26,106	3	0	2	124	28,682	3	0	2	137	28,682	3	0	2	137
		AFRR90	26,354	4	0	3	123	28,955	5	0	3	136	28,955	5	0	3	136
		AFRL90	26,465	4	0	3	124	29,077	5	0	3	136	29,077	5	0	3	136
P6	244W	R2	27,646	3	0	2	112	30,374	3	0	2	123	30,374	3	0	2	123
		R3	27,549	3	0	4	113	30,267	3	0	4	124	30,267	3	0	4	124
		R3S	28,283	3	0	3	115	31,075	3	0	4	126	31,075	3	0	4	126
		R4	27,909	3	0	4	114	30,663	3	0	4	126	30,663	3	0	4	126
		R4S	26,928	3	0	3	110	29,585	3	0	3	121	29,585	3	0	3	121
		R5	28,284	5	0	4	116	31,075	5	0	4	127	31,075	5	0	4	127
		R5S	29,035	4	0	2	119	31,900	5	0	3	131	31,900	5	0	3	131
		AFR	27,608	3	0	2	112	30,332	3	0	2	123	30,332	3	0	2	123
		AFRR90	27,872	4	0	3	113	30,622	5	0	3	124	30,622	5	0	3	124
		AFRL90	27,989	4	0	3	113	30,751	5	0	3	125	30,751	5	0	3	125

Dimensions & Weights

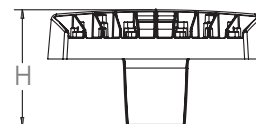
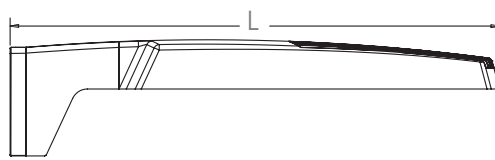
Luminaire Weight by Mounting Type

Mounting Configuration	Total Luminaire Weight
SPA	30 lbs
RPA	32 lbs
MA	30 lbs
WBA	33 lbs
WBASC	36 lbs
IS	33 lbs
AASP	33 lbs
AARP	35 lbs
AAWB	36 lbs
AAWSC	39 lbs

RSX2 with Round Pole Adapter (RPA)



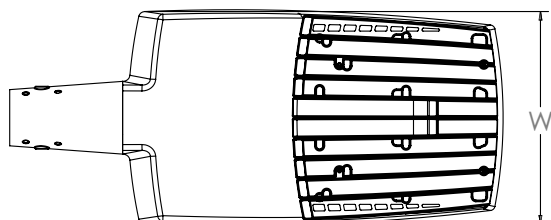
Length: 30.3" (77.0 cm)
 Width: 13.4" (34.0 cm)
 Height: 3.0" (7.6 cm) Main Body
 7.2" (18.3 cm) Arm



Note: RPA — Round Pole mount can also be used to mount on square poles by omitting the round pole adapter plate shown here.



RSX2 with Mast Arm Adapter (MA)

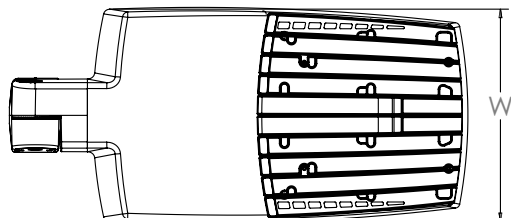


Length: 30.6" (77.7 cm)
 Width: 13.4" (34.0 cm)
 Height: 3.0" (7.6 cm) Main Body
 3.5" (8.9 cm) Arm

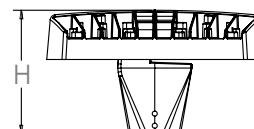
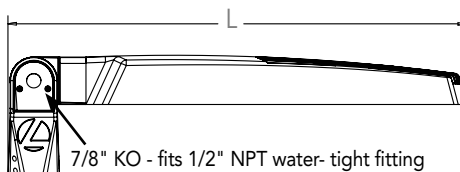


7/16" locking thru bolt/nut provided

RSX2 with Adjustable Slipfitter (IS)



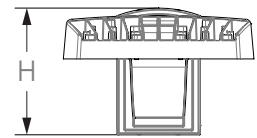
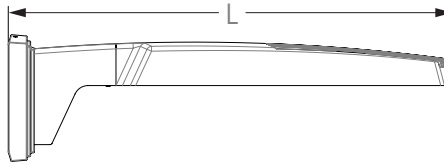
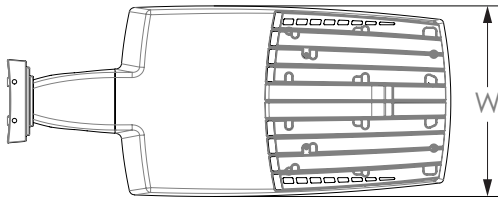
Length: 28.3" (71.9 cm)
 Width: 13.4" (34.0 cm)
 Height: 3.0" (7.6 cm) Main Body
 7.6" (19.3 cm) Arm



7/8" KO - fits 1/2" NPT water-tight fitting

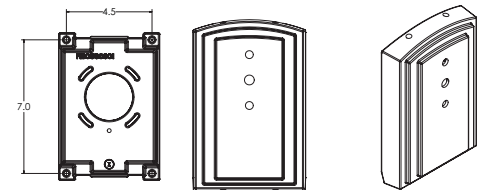
Dimensions

RSX2 with Wall Bracket (WBA)

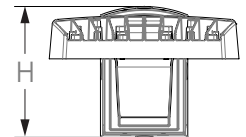
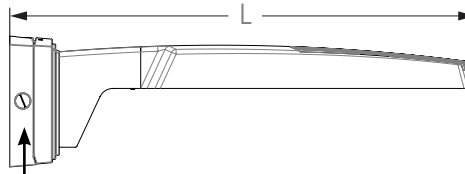
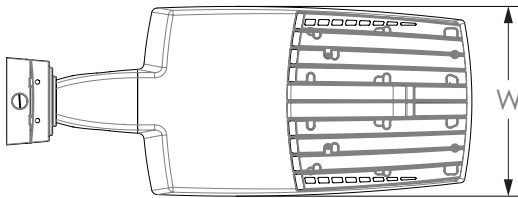


Length: 31.2" (79.2 cm)
 Width: 13.4" (41.7 cm)
 Height: 3.0" (7.6 cm) Main Body
 8.9" (22.6 cm) Arm

Wall Bracket (WBA) Mounting Detail



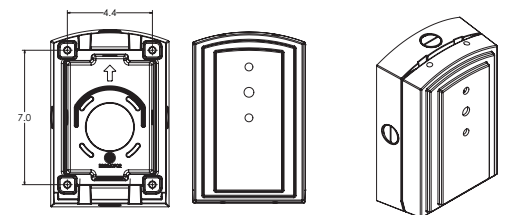
RSX2 with Wall Bracket with Surface Conduit Box (WBASC)



3/4" NPT taps with plugs - Qty (4) provided

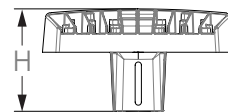
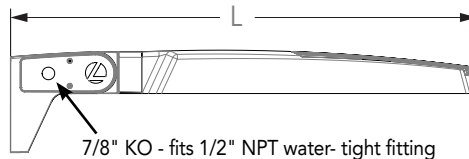
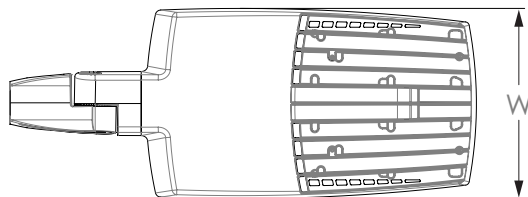
Length: 32.8" (83.3 cm)
 Width: 13.4" (41.7 cm)
 Height: 3.0" (7.6 cm) Main Body
 9.2" (23.4 cm) Arm

Surface Conduit Box (SCB) Mounting Detail

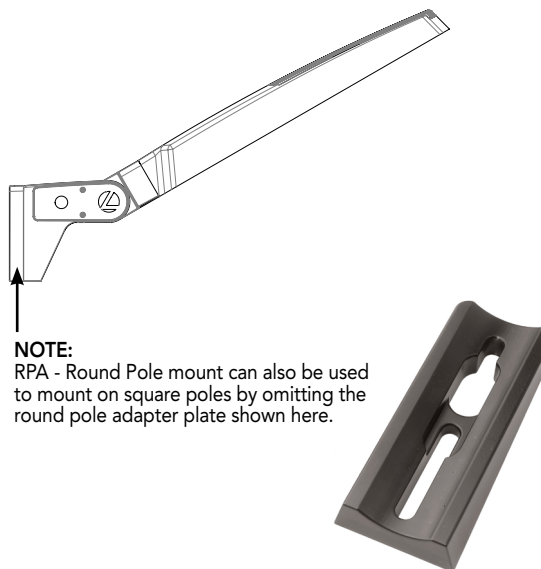


Dimensions

RSX2 with Adjustable Tilt Arm - Square or Round Pole (AASP or AARP)



Length: 32.8" (83.3 cm) **AASP**
 33.8" (85.9 cm) **AARP**
 Width: 13.4" (34.0 cm)
 Height: 3.0" (7.6 cm) Main Body
 7.2" (18.2 cm) Arm



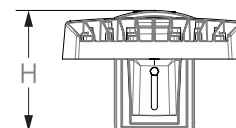
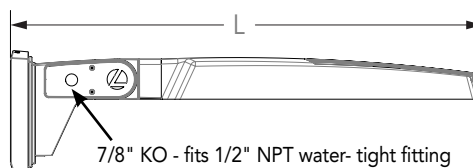
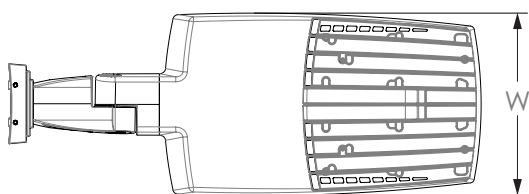
NOTE:
 RPA - Round Pole mount can also be used to mount on square poles by omitting the round pole adapter plate shown here.

Notes

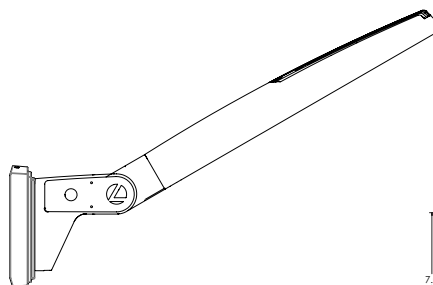
AASP: Requires 3.0" min. square pole for 1 at 90°. Requires 3.5" min. square pole for mounting 2, 3, 4 at 90°.

AARP: Requires 3.2" min. dia. round pole for 2, 3, 4 at 90°. Requires 3.0" min. dia. round pole for mounting 1 at 90°, 2 at 180°, 3 at 120°.

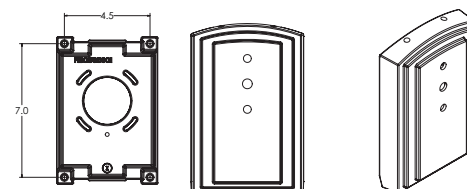
RSX2 with Adjustable Tilt Arm with Wall Bracket (AAWB)



Length: 34.7" (88.0 cm)
 Width: 13.4" (34.0 cm)
 Height: 3.0" (7.6 cm) Main Body
 8.9" (22.6 cm) Arm

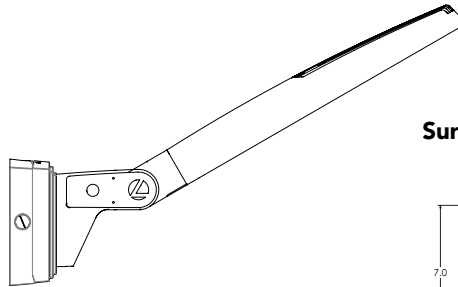
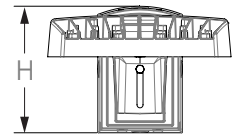
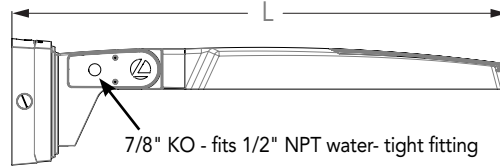
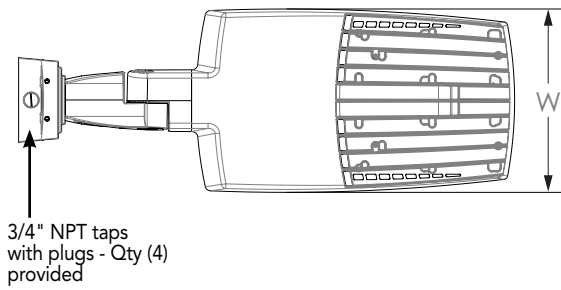


Wall Bracket (WBA) Mounting Detail



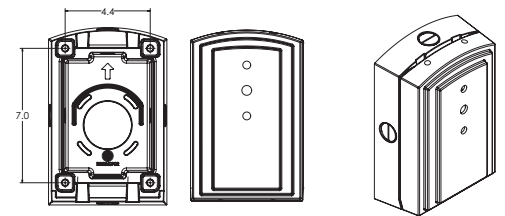
Dimensions

RSX2 with Adjustable Tilt Arm with Wall Bracket and Surface Conduit Box (AAWSC)

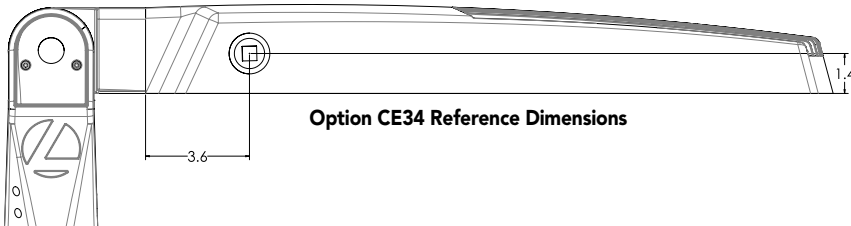


Length: 36.2" (91.9 cm)
 Width: 13.4" (40.0 cm)
 Height: 3.0" (7.6 cm) Main Body
 9.2" (23.4 cm) Arm

Surface Conduit Box (SCB) Mounting Detail

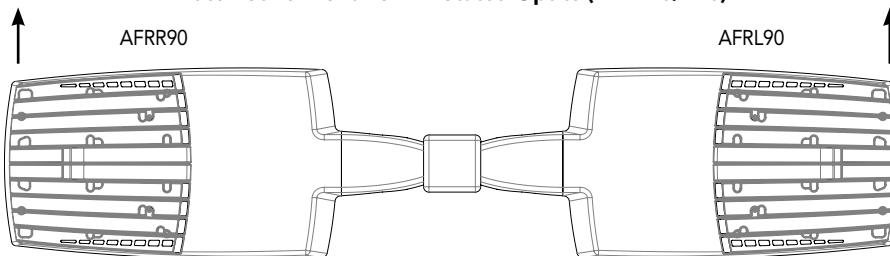


Additional Reference Drawings



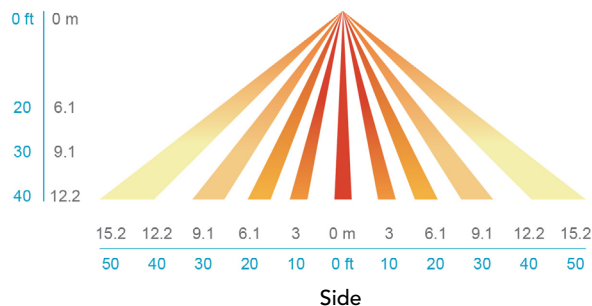
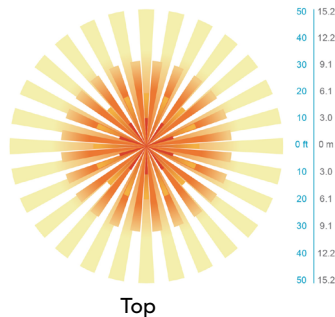
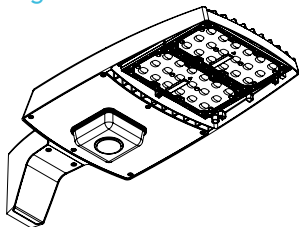
Option CE34 Reference Dimensions

Automotive Front Row - Rotated Optics (AFRL90/R90)



(Example: 2@180 - arrows indicate direction of light exiting the luminaire)

NLTAIR2 PIRHN nLight Sensor Coverage Pattern nLight PIRHN



Motion Sensor Default Settings - Option PIRHN						
Option	Dimmed State (unoccupied)	High Level (when occupied)	Photocell Operation	Dwell Time (occupancy time delay)	Ramp-up Time (from unoccupied to occupied)	Ramp-down Time (from occupied to unoccupied)
NLTAIR2 PIRHN	Approx. 30% Output	100% Output	Enabled @ 1.5FC	7.5 minutes	3 seconds	5 minutes

*Note: NLTAIR2 PIRHN default settings including photocell set-point, high/low dim rates, and occupancy sensor time delay are all configurable using the Clairity Pro App. Sensor coverage pattern shown with luminaire at 0°. Sensor coverage pattern is affected when luminaire is tilted.

FEATURES & SPECIFICATIONS

INTENDED USE

The RSX LED area luminaire is designed to provide a long-lasting, energy-efficient solution for the one-for-one replacement of existing metal halide or high pressure sodium lighting. The RSX2 delivers 11,000 to 31,000 lumens and is ideal for replacing 250W to 1000W HID pole-mounted luminaires in parking lots and other area lighting applications.

CONSTRUCTION AND DESIGN

The RSX LED area luminaire features a rugged die-cast aluminum main body that uses heat-dissipating fins and flow-through venting to provide optimal thermal management that both enhances LED performance and extends component life. Integral "no drill" mounting arm allows the luminaire to be mounted on existing pole drillings, greatly reducing installation labor. The light engines and housing are sealed against moisture and environmental contaminants to IP66. The low-profile design results in a low EPA, allowing pole optimization. Vibration rated per ANSI C136.31: 3G Mountings: Include SPA, RPA, MA, IS, AASP, AARP rated for 3G vibration. 1.5G Mountings: Include WBA, WBASC, AAWB and AAWSC rated for 1.5G vibration.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures superior adhesion as well as a minimum finish thickness of 3 mils. The result is a high-quality finish that is warrantied not to crack or peel.

OPTICS

Precision acrylic refractive lenses are engineered for superior application efficiency, distributing the light to where it is needed most. Available in short and wide pattern distributions including Type 2, Type 3, Type 3S, Type 4, Type 4S, Type 5, Type 5S, AFR (Automotive Front Row) and AFR rotated AFR90 and ARFL90.

ELECTRICAL

Light engine(s) configurations consist of high-efficacy LEDs mounted on metal-core circuit boards and aluminum heat sinks to maximize heat dissipation. Light engines are IP66 rated. LED lumen maintenance is >L92/100,000 hours. CCT's of 3000K, 4000K and 5000K (minimum 70 CRI) are available. Class 1 electronic drivers ensure system power factor >90% and THD <20%. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

STANDARD CONTROLS

The RSX LED area luminaire has a wide assortment of control options. Dusk to dawn controls include MVOLT and 347V button-type photocells and NEMA twist-lock photocell receptacles.

nLIGHT AIR CONTROLS

The RSX LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing with photocontrol functionality and is suitable for mounting heights up to 40 feet. No commissioning is required when using factory default settings that provide basic stand-alone motion occupancy dimming that is switched on and off with a built-in photocell. See chart above for motion sensor default out-of-box settings. For more advanced wireless functionality, such as group dimming, nLight AIR can be commissioned using a smartphone and the easy-to-use CLAIRITY app. nLight AIR equipped luminaires can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclipse. Additional information about nLight Air can be found [here](#).

INSTALLATION

Integral "no-drill" mounting arm allows for fast, easy mounting using existing pole drillings. Select the "SPA" option for square poles and the "RPA" option to mount to round poles. Note, the RPA mount can also be used for mounting to square poles by omitting the RPA adapter plate. Select the "MA" option to attach the luminaire to a 2 3/8" horizontal mast arm or the "IS" option for an adjustable slipfitter that mounts on a 2 3/8" OD tenon. The adjustable slipfitter has an integral junction box and offers easy installation. Can be tilted up to 90° above horizontal. Additional mountings are available including a wall bracket, adjustable tilt arm for direct-to-pole and wall and a surface conduit box for wall mount applications.

LISTINGS

CSA Certified to meet U.S. and Canadian standards. Suitable for wet locations. Rated for -40°C minimum ambient. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature only.

BUY AMERICAN

Product with the BAA option is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT. Please refer to www.acuitybrands.com/buy-american for additional information.

WARRANTY

5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
CITY ENGINEER

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



MAUREEN MILLER BROSNAN
MAYOR

DONALD R ROHRAFF
DIRECTOR OF PUBLIC WORKS

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

December 20, 2021

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2021-12-02-25 & 2021-12-02-26 – #13000 Middlebelt Road

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. The subject parcel is assigned the address of **#13000 Middlebelt Road**, although a new address will be assigned to the proposed parcel during the lot split process should the petitions be approved. The legal description provided by the petitioner appears to be correct, and should be used for the petition purposes.

The existing parcel currently has access to public water main and sanitary sewer owned by the City of Livonia, although the utilities are contained within the Middlebelt Road right-of-way. Any connections to these utilities will require permits from both the City, and Wayne County.

Privately-owned storm sewer is available within the existing parcel. The petitioner does indicate that they will be installing stormwater detention in compliance with the Wayne County Stormwater Ordinance, but no calculations have been provided at this time. Full review of the utilities will be completed when drawings 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@livonia.gov or tzilincik@livonia.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "David W. Lear", is written over a horizontal line.

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

cc: 2021 Petition File

Cam

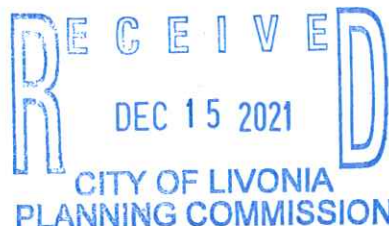
DEPARTMENT OF PUBLIC SAFETY
LIVONIA FIRE & RESCUE

DAVE HEAVENER
FIRE CHIEF



MAUREEN MILLER BROSNAN
MAYOR

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



DATE: December 14th 2021
TO: Scott O. Miller, Planner IV
FROM: Livonia Fire Prevention Division

SUBJECT: Petition 2021-12-02-26 and 2021-12-02-25, Portillos, 13000 Middlebelt Rd.

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

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

Per NFPA 13, 2014 6.4.5.4 Fire Department Connection Proximity to Hydrant

Fire department connections shall be located not more than 100ft (30.5m) from the nearest hydrant connected to an approved water source.

Sincerely,

Greg Thomas

Greg Thomas
Fire Marshal

CAM

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE

CURTIS CAID
CHIEF OF POLICE

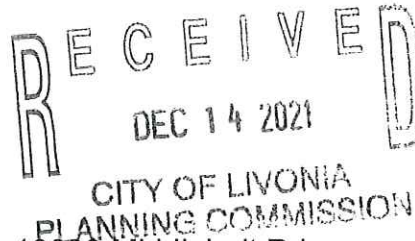


MAUREEN MILLER BROSNAN
MAYOR

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

December 13, 2021

Mr. Scott Miller
City of Livonia Planning Dept
33000 Civic Center Drive
Livonia, MI 48154



Re: Petition 2021-12-02-25 & 2021-12-02-26 – 13000 Middlebelt Rd

Mr. Miller,

Objections are that the driveway to Meijer from Middlebelt is already a known problem area. There is extremely high traffic at that driveway throughout the day and it is a high crash area. This area is one of the highest crash locations within the entire city. It is already difficult for people to turn in and out of the Meijer driveway at this location. It is not a good idea unless the traffic flow is addressed at the driveway to Middlebelt possibly with additional traffic control devices and/or traffic signals.

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

Sincerely,

FOR THE CHIEF OF POLICE,

Scott Sczepanski #543

Scott Sczepanski, Sergeant
Traffic Bureau
(734) 466-2107

DEPARTMENT OF PUBLIC SAFETY

DIVISION OF POLICE

THOMAS GORALSKI
CHIEF OF POLICE



MAUREEN MILLER BROSNAN
MAYOR

15050 FARMINGTON ROAD
LIVONIA, MICHIGAN 48154-5499
(734) 466-2470
FAX: (734) 261-2265

December 16, 2021

Scott Miller, Planner IV
Planning Commission
33000 Civic Center Drive
Livonia, MI 48154

RE: Petitions 2021-12-02-25 & 2021-12-02-26 – 13000 Middlebelt Road

Dear Mr. Miller,

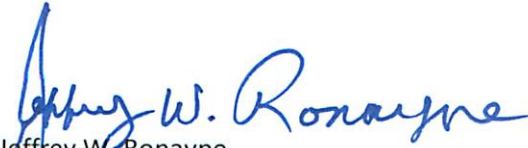
We have reviewed the plans in connection with HD Group, Inc., on behalf of Portillo's requesting waiver use approval, pursuant to Sections 6.51 & 6.22 of the Livonia Vision 21 Zoning Ordinance, to construct and operate a freestanding full-service restaurant with drive up window facilities and to utilize a Class C liquor license (sale of beer, wine and spirits for consumption on the premises) at 13000 Middlebelt Road located on the east side of Middlebelt Road between the CSX Railroad right-of-way and Schoolcraft Road in the Northwest quarter of Section 25. The review of the plans determined that the request does not comply with prior separation requirement guidelines. The proposed establishment would be inside the separation requirement distance of at least one thousand (1,000) feet from any Class C licensed establishment. Outback Steakhouse at 13010 Middlebelt currently has a Class C license and is 200 feet from the proposed Portillo's site. Mod Pizza at 13229 Middlebelt currently has a Class C license and is 280 feet from the proposed site. Applebee's at 13301 Middlebelt has a Class C license and is 325 feet from the proposed site.

We would recommend that the Planning Department and City Council maintain separation requirement guidelines. It is our opinion that this guideline is good for local established businesses and maintains Livonia's family atmosphere.

We are available to provide any additional information you may desire on this subject.

Sincerely,

FOR THE CHIEF OF POLICE


Jeffrey W. Ronayne
Special Service Bureau

INSPECTION DEPARTMENT

BUILDING
HEATING
PLUMBING
ELECTRICAL
ZONING
SANITATION
ENVIRONMENTAL PROTECTION
ORDINANCE ENFORCEMENT



MAUREEN MILLER BROSNAN
MAYOR

JEROME A. HANNA
DIRECTOR

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2580
FAX: (734) 466-2095

Date: January 18, 2022

To: Scott O. Miller

From: Jerome Hanna

RE: Petition 2021-12-02-25 & 2021-12-02-26 – 13000 Middlebelt Road

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

1. A variance from the Zoning Board of Appeals would be required for the excess number of signs.

This Department has no further objections to this Petition.

I trust this provides the requested information.

Jerome Hanna
Jerome Hanna
Director of Inspection

DEPARTMENT OF FINANCE

Michael T. Slater
DIRECTOR OF FINANCE

Connie Kumpula
CHIEF ACCOUNTANT



MAUREEN MILLER BROSNAN
MAYOR

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

December 13, 2021

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

Petitions 2021-12-02-25 & 2021-12-02-26 - 13000 Middlebelt Road

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.

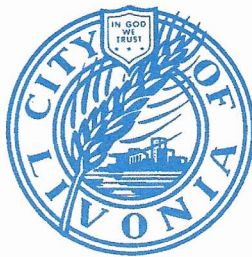
Very truly yours,

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

December 14, 2021

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

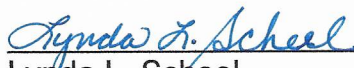
Re: Petition 2021-12-02-25
2021-12-02-26

13000 Middlebelt Road
HD Group, Inc. for Portillo's (Meijer)

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 taxes are due, but not delinquent, therefore I have no objections to the proposal.

Sincerely,


Lynda L. Scheel
Treasurer, City of Livonia

**OTHER ITEMS
RELATED TO THE
PETITION**

MEMORANDUM

To: Jarrett Jensen, AIA – Jensen & Jensen Architects, P.C.

From: Rory Fancier, AICP, PTP – Kimley-Horn
Bill Grieve, P.E., PTOE (IL) – Kimley-Horn

Date: December 9, 2021

RE: Parking Summary for Portillo's Restaurant Outlot Redevelopment
Livonia, Michigan

Kimley-Horn and Associates, Inc. (Kimley-Horn) was retained by Jensen & Jensen Architects, P.C., to perform a parking analysis for the restaurant outlot proposed for the Millennium Park shopping center, located on the southeast quadrant of Middlebelt Road/Industrial Road in Livonia, Michigan. To accommodate the proposed restaurant outlot, a portion of the parking lot provided for the Meijer site would be removed. The parking analysis was completed in order to evaluate existing parking occupancy and assess future parking conditions with the addition of the proposed outlot redevelopment.

Executive Summary

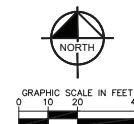
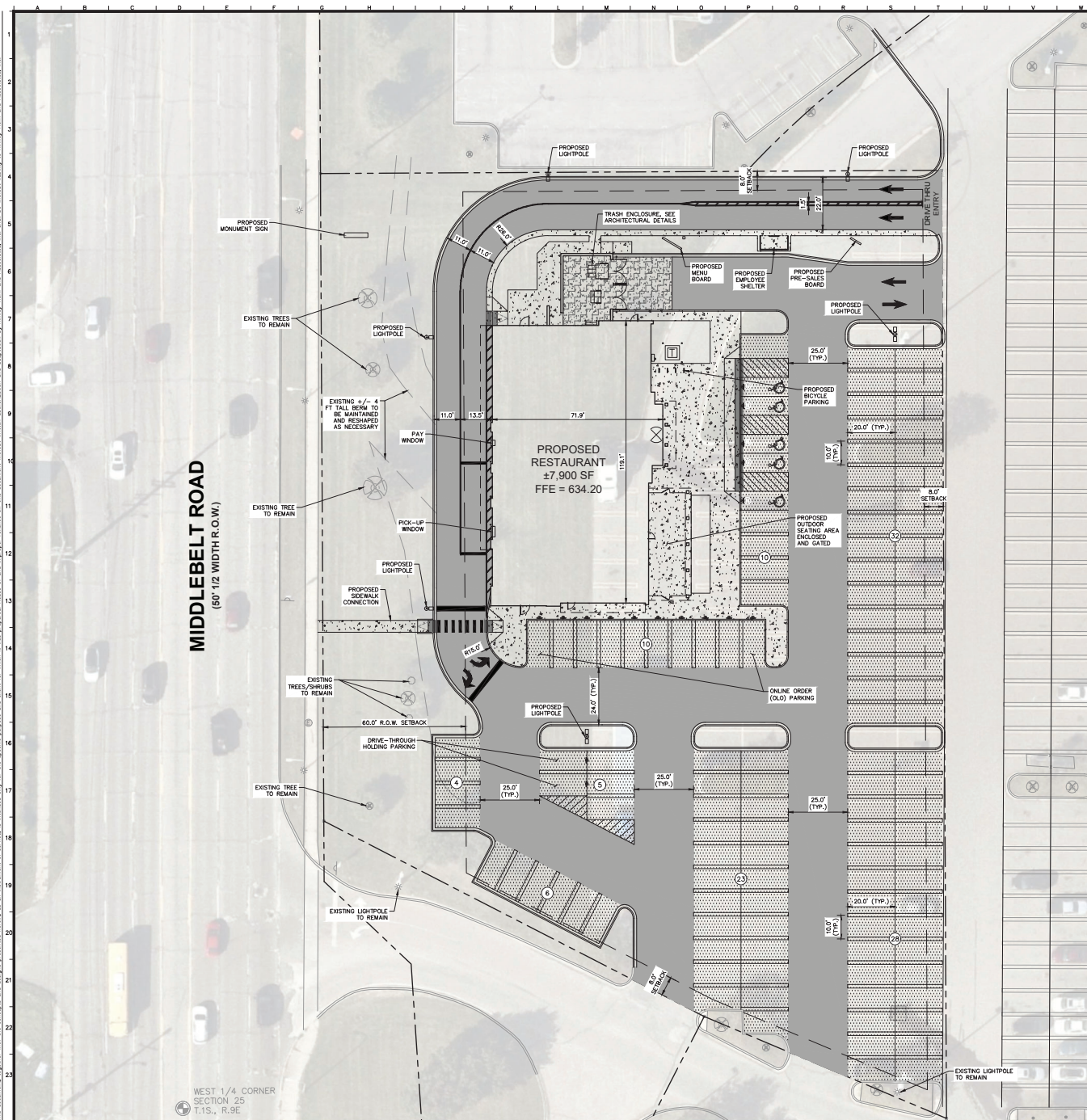
Located on the southwest quadrant of the Millennium Park shopping center, the Meijer site currently provides a total of 1,505 parking spaces. To accommodate the proposed outlot redevelopment, a total of 143 parking spaces would be removed. The proposed outlot redevelopment would include a total of 117 parking spaces. Additionally, a shared parking agreement would be established with Meijer for access to 24 spaces immediately east of the outlot redevelopment. The parking supply is expected to accommodate peak demand for the existing shopping center and the proposed outlot redevelopment. The conservative analysis that follows suggests that the Portillo's Restaurant outlot would have approximately 28 spaces (24 percent) available during the weekday peak period, and 42 spaces (36 percent) available during the Saturday peak period (based on onsite parking supply of 117 spaces; excludes 24 shared spaces). The existing Meijer site is expected to continue to have surplus parking during both the weekday and Saturday peak periods.

Existing and Proposed Site Development

The Millennium Park shopping center is a multi-tenant shopping center. Located on the southwest quadrant of the shopping center, an approximately 243,565 square-foot building is occupied by Meijer and Sharkey's Cuts for Kids. Based on a field inventory, a total of 1,505 parking spaces are currently provided, which includes 24 shared parking spaces. A map depicting the subject site and existing parking supply is presented as **Exhibit 1**.

Portillo's Restaurant Group, Inc. proposes to redevelop an outlot parcel located along the Middlebelt Road frontage. The redevelopment would include removal of 143 existing parking spaces to accommodate an approximately 7,900 square-foot restaurant with two drive-through lanes. A total of 117 spaces would be provided for the proposed restaurant, including 5 ADA spaces. The proposed site plan is provided as **Exhibit 2**.





GENERAL NOTES

1. ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
2. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
4. RADI ADJACENT TO PARKING STALL AND NOT DIMENSIONED ON THIS PLAN SHALL BE 3- FEET, TYPICAL.
5. REFER TO ARCHITECTURAL PLANS FOR MONUMENT SIGN DETAILS.
6. ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED UNLESS OTHERWISE NOTED.

SITE DATA TABLE

EXISTING ZONING:	C-2 COMMERCIAL
PROPOSED ZONING:	C-2 COMMERCIAL
(WANNER USE APPROVAL REQUIRED FOR DRIVE-THRU AND ALCOHOL SALES)	
EXISTING USE:	MEJER OUTLET WITH LANDSCAPING & PARKING
PROPOSED USE:	NEW FULL-SERVICE RESTAURANT WITH DRIVE-THRU
SETBACKS:	
FRONT YARD:	60 FT (OFF MIDDLEBELT RD R.O.W.)
SIDE YARDS:	8 FT
REAR YARD:	8 FT
PROPOSED PARCEL AREA:	2.04 ACRES

PARKING SUMMARY

TOTAL PARKING SPACES REQUIRED (RESTAURANT):		
1 SPACE PER 2 INTERIOR SEATS (84 SEATS) +		
1 SPACE PER 3 EXTERIOR SEATS (84 SEATS) +		
1 SPACE PER EMPLOYEE (MAX. 48) =	132 SPACES	
TOTAL PARKING SPACES PROVIDED:		
STANDARD PARKING SPACES PROVIDED ON-SITE	=	112 SPACES
STANDARD PARKING SPACES PROVIDED THROUGH		
SHARED PARKING AGREEMENT WITH MEIJER	=	24 SPACES
ACCESSIBLE PARKING SPACES REQUIRED		= 5 SPACES
ACCESSIBLE PARKING SPACES PROVIDED		= 5 SPACES
TOTAL PARKING SPACES PROVIDED		= 141 SPACES
EXISTING PARKING REMOVED FROM MEIJER PARCEL		= 143 SPACES
DRIVE-THROUGH VEHICLE STACKING PROVIDED		= 20 SPACES
DRIVE-THROUGH VEHICLE STACKING PROVIDED		= 30 SPACES
BICYCLE PARKING SPACES PROVIDED		= 8 SPACES

PAVING AND CURB LEGEND

	STANDARD DUTY ASPHALT PAVEMENT MEASURING COURSE: 1" 2" MOOT 1300T 20AAA LEVEL COURSE: 1" 2" MOOT 1300T, 20AA AGGREGATE BASE: 6" MOOT 211AA
	HEAVY DUTY ASPHALT PAVEMENT MEASURING COURSE: 2" 2" MOOT 1300T 20AAA LEVEL COURSE: 1" 2" MOOT 1300T, 20AA AGGREGATE BASE: 10" MOOT 211AA
	HEAVY DUTY CONCRETE PAVEMENT SURFACE COURSE: 4" CONCRETE PAVEMENT AGGREGATE BASE: 4" COMPACTED TO 90% PROCTOR
	CONCRETE SIDEWALK SURFACE COURSE: 4" CONCRETE PAVEMENT AGGREGATE BASE: 4" COMPACTED TO 90% PROCTOR
	CONCRETE CURB AND GUTTER CONCRETE DEPRESSION CURB AND GUTTER

Kimley»Horn

SCALE:	AS NOTED
DESIGNED BY:	TRE
DRAWN BY:	JPC
CHECKED BY:	DA

Jensen & Jensen
architects • planners • interiors

Portillo's

SITE PLAN

**PORTILLO'S
RESTAURANT**
MIDDLEBELT ROAD SOUTH OF
SCHOOLCRAFT ROAD, LIVONIA, MI

ORIGINAL ISSUE: 12/08/2021
KHA PROJECT NO. 168685002
SHEET NUMBER

C0.0

Table 1 summarizes the parking required for the existing 243,565 square-foot building and proposed outlot redevelopment per Section 9.05 (Minimum Number of Parking Spaces Required) of [Ordinance of Zoning 08-23-2021](#). As shown in the table, a total of 974 parking spaces are required for the existing Meijer and Sharkey's Cuts for Kids. Based on the existing parking supply (1,505 spaces), a parking surplus of 531 spaces is currently provided.

With the proposed outlot redevelopment a total of 117 spaces would be provided. Based on the proposed seating and staffing plan, a total of 132 parking spaces are required; and therefore, a deficit of 15 parking spaces is anticipated. However, a shared parking agreement would provide for use of 24 parking spaces located immediately east of the outlot redevelopment. With the shared parking agreement, a total of 141 parking spaces would be provided which exceeds local requirements.

Table 1. City of Livonia Required Parking

Land Use	Density	Land Use	Parking Ratio	Required Spaces
Existing				
Meijer & Sharkey's Cuts for Kids	243,565 sq. ft. ¹	Shopping Center	1 / 250 sq. ft.	974
Parking Supply				1,505
Parking Surplus (+) / Deficit (-)				+531
Proposed				
Proposed Portillo's Restaurant	7,900 sq. ft. 184 interior seats 44 exterior seats 25 employees (max shift)	Restaurant	1 / 2 interior seats 1 / 3 exterior seats 1 / employee	132
Portillo's Parking Supply				117
Meijer Shared Parking				24
Parking Surplus (+) / Deficit (-)				+9
Overall				
Meijer & Sharkey's Cuts for Kids	243,565 sq. ft. ¹	Shopping Center	1 / 250 sq. ft.	974
Portillo's Restaurant	7,900 sq. ft. 184 interior seats 44 exterior seats 25 employees (max shift)	Restaurant	1 / 2 interior seats 1 / 3 exterior seats 1 / employee	132
Total Required Parking (Meijer + Portillo's)				1,106
Meijer Parking Supply (-143 spaces)				1,338
Portillo's Parking Supply				117
Meijer Shared Parking Supply				24
Total Parking Supply				1,479
Parking Surplus (+) / Deficit (-)				+373

¹ Building size estimated based on record drawings for Meijer-188, dated August 30, 1999.

With removal of 143 existing parking spaces, an overall total parking supply of 1,338 spaces would be provided for the Meijer site. Per the Code a total of 974 spaces is required; therefore, a parking surplus of 364 spaces would be provided.

Existing Parking Demand

To determine actual parking demand for the existing Meijer site, Kimley-Horn conducted hourly parking occupancy counts during a typical Saturday. Parking counts were conducted hourly from 11:00AM to 7:00PM on Saturday, November 13, 2021. The count period captured the peak periods of parking demand for the existing shopping center and were identified based on data provided by the Urban Land Institute (ULI) Shared Parking, Second Edition. During the study period, the existing parking supply was verified, and the number of parked vehicles were documented. Other observations regarding curbside and delivery truck loading activity were noted.

The Meijer site currently provides a total of 1,505 parking spaces. **Table 2** summarizes the observed parking occupancy for the Meijer site. On Saturday, the peak occurred at 2:00PM and 3:00PM with approximately 364 occupied spaces (24.2 percent). During the Saturday peak hour, a total of 1,141 spaces remain available for customers. Spillover parking to adjacent parking lots was not observed during the count period.

Table 2. Observed Parking Occupancy – Meijer Development

Time of Day	Saturday, November 13, 2021	
	Occupied Spaces ¹	Percent Occupied
11:00AM	351	23.3%
12:00PM	401	26.6%
1:00PM	357	23.7%
2:00PM	364	24.2%
3:00PM	364	24.2%
4:00PM	355	23.6%
5:00PM	297	19.7%
6:00PM	322	21.4%
Average	351	23.3%

¹Includes spaces occupied by trucks parked in the lot. Trucks parked in the lot ranged from 7 to 10, occupying 32 to 38 spaces, respectively.

Future Parking Demand

Supplemental parking counts were conducted at the existing Portillo's in Shorewood, Illinois in order to address potential concerns that the proposed restaurant outlot may generate parking demand at different rates than a typical restaurant. This supplemental count was conducted to estimate parking demand generated by the proposed outlot redevelopment. The existing Portillo's in Shorewood was selected based on the following considerations:

- Suburban setting
- Frontage along major arterial roadway with higher average daily traffic volumes (31,800 average daily vehicles along IL 59 in Shorewood (Year 2019); 18,800 average daily vehicles on Middlebelt Road in Livonia)
- Outlot in an existing commercial shopping center

- Similar building size (7,900 square feet is proposed in Livonia; 7,980 square feet is developed in Shorewood)
- Sales volume is greater than projections for Livonia site.

Kimley-Horn conducted hourly parking occupancy counts at the Shorewood site during a typical weekday and Saturday as follows:

- Thursday, November 18, 2021, from 11:00AM to 8:00PM
- Saturday, December 4, 2021, from 11:00AM to 7:00PM

The Portillo's Shorewood development provides a total parking supply of 101 spaces. A summary of the observed parking occupancy is provided in **Table 3**. During the weekday, the peak occurred at 12:00PM with approximately 89 occupied spaces (88.1 percent). On Saturday, the peak occurred at 1:00PM and 2:00 PM with approximately 75 occupied spaces (74.3 percent).

Table 3. Observed Parking Occupancy – Portillo's Shorewood, IL

Time of Day	Thursday, November 18, 2021		Saturday, December 4, 2021	
	Occupied Spaces ¹	Percent Occupied	Occupied Spaces	Percent Occupied
11:00AM	82	81.2%	39	38.6
12:00PM	89	88.1%	63	62.4
1:00PM	85	84.2%	75	74.3
2:00PM	49	48.5%	75	74.3
3:00PM	26	25.7%	57	56.4
4:00PM	80	79.2%	45	44.6
5:00PM	52	51.5%	59	58.4
6:00PM	77	76.2%	65	64.4
7:00PM	67	66.3%	--	--
Average	67	66.8%	60	59.2%

¹Reflects total demand, including Portillo's customers/employees parked in adjacent parking lot.

The proposed restaurant outlet would provide 117 parking spaces onsite and an additional 24 shared parking spaces would be provided on the Meijer site. Therefore, parking demand is expected to be accommodated onsite during the weekday (101 spaces) and Saturday (85 spaces) peak hours.

Overall Parking Demand – Meijer Site and Portillo's Restaurant Outlet

In order to evaluate overall peak parking conditions, parking demand for the Meijer site (Table 2) and the proposed Portillo's Restaurant outlet (Table 3) were considered. A summary of projected parking conditions is presented in **Table 4**. For purposes of a conservative analysis, parking demand for the existing Meijer site reflects Saturday conditions.

Table 4. Projected Parking Occupancy – Overall Meijer Site and Portillo's Restaurant Outlot

Time of Day	Existing Demand ¹	Projected Weekday Parking Demand			Projected Saturday Parking Demand		
		Portillo's ²	Total	Percent Occupied	Portillo's ²	Total	Percent Occupied
11:00AM	351	82	433	29.3%	39	390	26.4%
12:00PM	401	89	490	33.1%	63	464	31.4%
1:00PM	357	85	442	29.9%	75	432	29.2%
2:00PM	364	49	413	27.9%	75	439	29.7%
3:00PM	364	26	390	26.4%	57	421	28.5%
4:00PM	355	80	435	29.4%	45	400	27.0%
5:00PM	297	52	349	23.6%	59	356	24.1%
6:00PM	322	77	399	27.0%	65	387	26.2%

¹Parking demand observed at the Meijer site on Saturday, November 13, 2021.

²Parking demand estimated based on parking occupancy counts conducted at Portillo's in Shorewood, Illinois location. Note that sales activity for the Portillo's in Shorewood, Illinois is higher than projections for the Livonia restaurant; and therefore, projected parking demand is considered conservative.

As shown above, based on a conservative analysis peak weekday conditions are projected to occur at 12:00PM with 490 spaces occupied, which reflects an approximately 33 percent occupancy rate. Under peak weekday conditions, approximately 989 spaces would be available (based on total parking supply of 1,479 spaces). Peak Saturday conditions are projected to occur at 12:00PM with 464 spaces occupied, which reflects an approximately 31 percent occupancy rate. Under peak Saturday conditions, approximately 1,015 spaces would be available (based on total parking supply of 1,479 spaces).

Conclusion

The Meijer site currently provides a total of 1,505 spaces. With the proposed outlot redevelopment, 143 spaces would be removed, and 117 spaces would be provided for the Portillo's Restaurant outlot. The parking supply proposed for the Portillo's Restaurant (117 spaces) is lower than City of Livonia requirements (132 spaces). However, a shared parking agreement would allow for use of 24 spaces immediately east of the restaurant outlot. Therefore, a total of 141 parking spaces would be available.

Based on the observed peak parking demand for the existing Meijer site and observed peak parking demand for a comparable Portillo's location, the proposed parking supply is expected to be more than sufficient. Based on this analysis, the Meijer site is expected to continue to operate with surplus parking, and spillover parking to adjacent lots is not anticipated.

Please do not hesitate to contact us with any questions related to the information in this memorandum.

UNAPPROVED MINUTES

1

MINUTES OF THE 1,182nd PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, January 25, 2022, the City Planning Commission of the City of Livonia held its 1,182nd Public Hearing and Regular Meeting in the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan.

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

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

Members absent: None

Mr. Mark Taormina, Planning Director, Jacob Uhazie, Planning & Economic Development Coordinator, 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 2021-12-02-25

Portillo's

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2021-12-02-25 submitted by HD Group, Inc., on behalf of Portillo's, requesting waiver use approval pursuant to Section 6.51 of the Livonia Vision 21 Zoning Ordinance, to construct and operate a freestanding full-service restaurant with drive-up window facilities at 13000 Middlebelt Road, located on the east

side of Middlebelt Road between the CSX Railroad right-of-way and Schoolcraft Road in the Northwest 1/4 of Section 25.

Mr. Wilshaw: For the record, Mr. Ventura has returned to our meeting, and we will go to Mr. Taormina for background.

Mr. Taormina: This request is for the construction of a full-service restaurant with drive-up window facilities. The location is the east side of Middle Belt Road between the CSX Railroad and Schoolcraft Road. The zoning is C-2 (General Business). The site area is just over 2 acres with 273 feet of frontage along Middle Belt Road. The site would be proposed as an outlot at the site of the Meijer store. Meijer is part of Millennium Park, which is a retail complex of several major retailers, including Home Depot, Pet Smart, Bob's Discount Furniture, Famous Footwear, Marshall's, and others. The original approved plans for Millennium Park included three outlots that were located at the north end of the Meijer parking lot. These were identified on the plans as outlots C, D, and E. All three have been developed with full-service restaurants that include drive-thru window facilities. They include Popeye's Louisiana Kitchen which is on outlot C, Culver's on outlot D, and Outback Steakhouse on outlot E. The proposed new restaurant would be positioned near the middle of the proposed outlot. This is adjacent to Middle Belt Road. It was originally shown as part of outlot E. The proposed new restaurant would be one-story in height and contain a gross floor area of 7,900 square feet. The main customer entrance would be on the east side of the building facing the Meijer parking lot. Portillo's would have 184 interior seats, as well as 4 outdoor patio seats. The outdoor dining patio is shown on the east side, adjacent to the main entrance. I will show some renderings and more details of the building in just a moment. Drive-up window and vehicle pick-up service is planned on the west side of the building facing Middle Belt Road. There will be two traffic lanes serving this purpose. Both would commence on north side of the building and then loop around to the west side. The lanes used for drive-up services are required to be at least 10 feet in width. In this case, both lanes measure 11 feet in width. Primary access to the development would be from Millennium Park's main entrance road, which is north of the proposed restaurant and is where most of the incoming and outgoing traffic occurs. This is a divided access road. It is signalized with two major connecting points to the Meijer site. One is between the Outback Steakhouse and the Culver's. The other is between the Culver's and Popeye's chicken. This is the Meijer store located here on the bottom of the map. The

proposed outlot that we are discussing, and the location of the restaurant is here, along the west side of that parking area and adjacent to Middle Belt Road. This is the main entrance drive that I just mentioned coming into Millennium Park. Here is the Outback Steakhouse, the Culver's, and the Popeye's Louisiana Chicken. These are the two access points into Meijer located here between the Outback and Culver's and then the second one between Culver's and Popeye's. There is secondary access provided to Meijer located just south of the proposed restaurant. This road runs in an east/west direction along the front of the Meijer store. Where this road connects to Middle Belt, it is not signalized and is located roughly 600 feet north of the CSX Rail overpass. The drive approach here allows for full left and full right-hand vehicle turn movements both to and from Middle Belt Road. From within Millennium Park there are additional connecting points to the Meijer parking lot. These are available along the east through an internal road, as well as to the south. The additional points are located here. This major north/south drive extends north all the way to eastbound Schoolcraft Road. In terms of parking, the Meijer store requires 974 parking spaces, whereas Portillo's requires 134 spaces. Combined, they require 1,108 spaces altogether. Currently there are 1,505 parking spaces available at Meijer. Construction of the restaurant would consume roughly 143 spaces. This would leave a total of 1,362 for both uses. The site plan indicates that Portillo's would have 112 parking spaces provided on the restaurant site and an additional 24 spaces would be available through a shared parking arrangement with Meijer. The site does provide for an adequate number of parking spaces. This is the landscape plan that was submitted with the application. It provides for plantings throughout the development, along the street frontage, as well as within the parking lot islands, and along the foundation of the building. Between the building and Middle Belt Road there is a greenbelt. This greenbelt is roughly 45 feet in width with 273 feet of frontage. The site requires at least seven full-size deciduous or evergreen trees, as well as three ornamental trees, and 56 shrubs. The landscape plan, from what we have reviewed, does comply with the city's minimum planting requirements. Looking at the building itself, the proposed materials include split-faced block, face brick, and ribbed metal panels. There is also some smooth faced block and metal louvre sections. Structural canopy sections are installed over the windows and doors. The outdoor patio would be screened overhead with a structural metal canopy. Thirty feet is shown as the highest point of the building. In this case, the C-2 district allows for a

maximum height restriction of 35 feet. The height of the building is in compliance. All of the rooftop mechanical units would be screened with the extended parapet. There is a dumpster shown on the site plan. It would be on the north side of the building and would be fully screened. The walls surrounding the dumpster would be eight-feet in height constructed out of masonry, including four-inch face brick and eight-inch CMU walls. Site lighting details show the location and type of poles and fixtures in the parking lot. Although the city's outdoor lighting policy recommends all pole mounted light fixtures be limited to a height of 20 feet above grade, the photometric diagram submitted with the plans show a mounting height of 30 feet. The lights in this case are shown to be 10 feet taller than what the city's outdoor lighting policy recommends. In terms of storm water management, the runoff would be managed using an underground detention system that would be located in the parking lot on the east side of the building. The proposed number and area of signs is in excess of the city's sign regulations. The restaurant is allowed one wall sign, but the plans show four wall signs. One on each side of the building. As a separate parcel, the outlot is allowed one ground sign not to exceed 30 square feet in area, six feet in height, and a setback of at least 10 feet from any right-of-way line. The site plan shows a monument sign in the northwest corner of the outlot, but no details are provided. I will go through these renderings quickly. This top view would be the west side of the building. This is the side facing Middle Belt Road and is where the drive-up operation and pick-up window would be located. You can see these canopies extending over that drive-up operation. The various materials here...the lighter color being the split-faced block as well as along the foundation of the building with a combination of brick and metal panels. You can see the feature on the top part of this parapet. These are some perspective and isometric views. This shows the east side of the building. This would be the side facing the parking lot at Meijer. This would be the main entrance into the restaurant. The outdoor dining patio is shown here just to the left of that facing the parking lot. Here is a view of the north side of the building. Another view showing the east side...the outdoor dining patio. 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 December 20, 2021, which reads as follows: *"In accordance with your*

request, the Engineering Division has reviewed the above referenced petition. The subject parcel is assigned the address of #13000 Middlebelt Road, although a new address will be assigned to the proposed parcel during the lot split process should the petitions be approved. The legal description provided by the petitioner appears to be correct and should be used for the petition purposes. The existing parcel currently has access to public water main and sanitary sewer owned by the City of Livonia, although the utilities are contained within the Middlebelt Road right-of-way. Any connections to these utilities will require permits from both the City, and Wayne County. Privately-owned storm sewer is available within the existing parcel. The petitioner does indicate that they will be installing storm water detention in compliance with the Wayne County Stormwater Ordinance, but no calculations have been provided at this time. Full review of the utilities will be completed when drawings are submitted for permitting. ” The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Livonia Fire & Rescue Division, dated December 14, 2021, which reads as follows: *“This office has reviewed the site plan submitted in connection with a request to construct a restaurant on property located at the above referenced address. We have no objections to this proposal with the following stipulations: Per NFPA 13, 2014 6.4.5.4 Fire Department Connection Proximity to Hydrant Fire department connections shall be located not more than 100ft (30.5m) from the nearest hydrant connected to an approved water source.”* The letter is signed by Greg Thomas, Fire Marshal. The next letter is from the Division of Police, dated December 13, 2021, which reads as follows: *“Objections are that the driveway to Meijer from Middlebelt is already a known problem area. There is extremely high traffic at that driveway throughout the day and it is a high crash area. This area is one of the highest crash locations within the entire city. It is already difficult for people to turn in and out of the Meijer driveway at this location. It is not a good idea unless the traffic flow is addressed at the driveway to Middlebelt possibly with additional traffic control devices and/or traffic signals.”* The letter is signed by Scott Sczepanski, Sergeant, Traffic Bureau. The next letter is from the Inspection Department, dated January 18, 2022, which reads as follows: *“Pursuant to your request, the above referenced Petition has been reviewed. 1. A variance from the Zoning Board of Appeals would be required for the excess number of signs. This Department has no further objections to this Petition.”* The letter is signed by Jerome Hanna, Director of Inspection. The next letter is from the Finance Department, dated December 13, 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 December 14, 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 taxes are due, but not delinquent, 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? I am going to try stumping you again, Mr. Taormina. I am doing that a lot tonight. You mentioned that the light poles are 30 feet in height and normally we require 20 feet. Do you happen to know if there was any waivers or variances granted for either the Meijer or the other outlots to have 30-foot poles, or....so we can try and keep everything at the same height?

Mr. Taormina: Our outdoor lighting policy was adopted after the construction of the Meijer store. Prior to that there was no position or policy with respect to the height of light poles. It was usually included as a condition of approval. With the policy, we wanted to encourage commercial lighting to be limited to a height of 20 feet. We have made exceptions mostly in the case of larger retail complexes like Wonderland, Livonia Marketplace, and others that have taller light poles by virtue of the much larger parking areas. This is something that we could waive as part of the site plan review process. It is not something that would require a variance. It is a recommendation. We keep it to that 20 foot height limit for a majority of our local business establishments. For this we are looking to have a bit more flexibility to be more consistent with the other lighting in the parking lot.

Mr. Wilshaw: Exactly. That is why I asked the question. I was just curious if...especially the outlots in particular. I can see Meijer having the potentially higher light poles, but maybe the outlots...

Mr. Taormina: I will check to see what those are and if we granted any exceptions to the outlots, because we would want to keep those consistent.

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Mr. Wilshaw: That would be great. That would be something helpful. Obviously not necessarily at this moment, because you have to look it up, but at a future meeting or even if it moves to City Council. Thank you. If there are no more questions of our planning staff, we will go to our petitioner who is in our audience. Good evening. We will ask for your name and business address for the record please.

Amanda Schwerin, 805 Via Altos, Mesquite, TX 75150. Good evening. I will start by introducing our team that came tonight. We have Randall Guse, Vice President of Real Estate for Portillo's, Preston Funkhauser, Vice President of Construction Facilities, and Taylor Eschbach, Kimley-Horn Civil Engineer. They are here to facilitate answering any questions you guys may have. I know we gave a little bit of background last week, but I will give a quick rundown for anybody that didn't hear it. Portillo's has been in business for over 40 years. They have been successfully running drive-thru restaurants for almost 40 years. Currently there are 69 corporate owned restaurants and counting. The restaurant that we are proposing here in Livonia will also be corporate owned. We are...do you have the slides that we sent? We brought with us some building materials. Do you have the samples to pass?

Mr. Taormina: Why don't you hold them there so the camera can pick them up? You can set them there.

Ms. Schwerin: These are here in case anyone wants to touch them later, because I know somebody was asking that.

Mr. Wilshaw: Your best bet is to set them right here in front of this front chair and then one of our cameras that is over my head will be able to zoom in and get pictures of it for our vast audience.

Ms. Schwerin: One of the questions that arose last week in our study session was with regard to the split-faced block veracity and maintenance of it. Facilities has a yearly assessment of their buildings. Every year they will go out and they will assess the building. If it needs maintaining or if it needs cleaned, they will schedule that, as well as the general managers on a daily basis are checking the facilities and if there are issues, they take care of them as it arises and this split-faced block.

Mr. Wilshaw: Okay.

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Ms. Schwerin: The other question was if they would be sealed. This particular brand is Arriscraft. It is manufactured and recommended to not be sealed.

Mr. Wilshaw: Okay.

Ms. Schwerin: Do you want to move to the photos? We have some photos of a restaurant that was recently constructed in Ft. Wayne, Indiana that uses the split-faced block.

Mr. Taormina: Tell when to stop.

Ms. Schwerin: Go back a little bit.

Mr. Taormina: This is the restaurant, correct?

Ms. Schwerin: Yes.

Mr. Wilshaw: Ms. Schwerin, you indicated at our study meeting that many of your buildings have unique architectural elements. You really don't have two buildings that are alike.

Ms. Schwerin: Right. So, the restaurant that we are proposing here might not look like Ft. Wayne, but it just happened to be one that has split-faced block.

Mr. Wilshaw: Okay.

Mr. Taormina: This is the photo?

Ms. Schwerin: Yeah, you can look at the other two as well. Yeah.

Mr. Taormina: Just so the Commission understands what we are looking at, the split...and correct me if I am wrong, but the block would appear along the base of the structure here. I believe this material is a composite material. This too would be masonry. I am guessing this is smooth-faced block. Is that correct?

Ms. Schwerin: Do you have our elevations on these slides? We can go back and...

Mr. Taormina: I do. You tell me when to stop.

Preston Funkhouser, Vice President of Construction Facilities. You are exactly right. The split-faced block would be the white components that you see here and the darker color you see would be the brick.

There is also the white bands you see that Mr. Taormina is highlighting with his mouse. That is also a split-faced Arriscraft product. Like Ms. Schwerin said, this is a highly durable product. It is more durable than the brick product. It is a little bit thicker. It is a very high quality product. You see a lot around this community. There is some E.I.F.S product. This is a lot more durable than that. It is virtually maintenance free product, but I know that a concern was brought up by the commission at the last session that...what if it get dingy or dirty and that is why Ms. Schwerin mentioned our maintenance program. We have a lot of recurring services, preventative programs, and then there are also reactive programs where we catch it at a minimum on an annual basis. If we required an exterior clean we would certainly take care of it. We suspect that we would find out that it was needing cleaning before anybody else would. We are very proud of our buildings as you can see.

Mr. Wilshaw: Excellent. Thank you. Anything else you would like to present, Ms. Schwerin?

Ms. Schwerin: Just about the drive-thru. So, it was discussed that we have a two lane drive-thru. So, Portillo's does have a two lane drive-thru, but the way their drive-thru works is their employees are out there taking orders and once the cars finish through that ordering process, the outside lane is coned off and the outside lane will merge into the inside lane and the second lane becomes a true bypass lane from that point on. Once somebody has their order, they can go ahead and leave. They don't have to wait through the entire line.

Mr. Wilshaw: Okay. Alright, excellent. Is there any questions for our petitioner at this stage? A lot of information that we just received. Mr. Long?

Mr. Long: At the study meeting we talked about a traffic study. Where are we in that process?

Ms. Schwerin: All of the data has been collected and they are working on the final study. They should be done in the next three weeks, maybe?

Mr. Long: Okay, thank you.

Mr. Wilshaw: Okay, any other questions for our petitioner?

Mr. Caramagno: As part of your traffic study, I noticed today that the Outback driveway that comes in on a curve off of the entrance to Costco there that is a thru-pass right to your property. Would your traffic study intend to study how many people drive through the parking lot to get to Portillo's?

Ms. Schwerin: Taylor will come up for that.

Taylor Eschbach, Kimley-Horn. We did have an initial scoping meeting with the city and the police sergeant. That kind of cut through at the Outback parking lot did not come up as a potential short-cut or challenge. We had at least seven different cameras set up to collect data from different locations around the site, but the Outback cut through was not mentioned previously.

Mr. Caramagno: It seems like a natural, doesn't it?

Mr. Eschbach: Well, there is a main drive aisle maybe 30 feet beyond that right in only entrance, so rather than cutting in that right only and kind of circumnavigating that parking lot, you can go an extra 30 feet and just have a straight shot to the Meijer parking lot.

Mr. Caramagno: Yeah, I see that. It looks like you have a couple options. I don't know how it would take to it, but if or when I visit Portillo's I will probably cut through Outback because it is a short-cut. Okay, thank you.

Mr. Wilshaw: The Caramagno by-pass, alright.

Mr. Long: We aren't condoning that.

Mr. Wilshaw: We are not condoning that. Any other questions from any of our commissioners? We got all of our questions out for now, okay. Is there anybody in the audience that wishes to speak for or against this item? Seeing no one coming forward. So, Ms. Schwerin, is there anything else that you would like to present before we make our decision?

Ms. Schwerin: Not at this time.

Mr. Wilshaw: Thank you, very much. With that, if there are no other questions for our petitioner, I will close the public hearing and a motion would be in order.

On a motion by McCue, seconded by Bongero, and adopted, it was

#01-05-2022 **RESOLVED**, That pursuant to a Public Hearing having been held by the City Planning Commission on January 25, 2022, on Petition 2021-12-02-25 submitted by HD Group, Inc., on behalf of Portillo's, requesting waiver use approval pursuant to Section 6.51 of the Livonia Vision 21 Zoning Ordinance, to construct and operate a freestanding full-service restaurant with drive-up window facilities at 13000 Middlebelt Road, located on the east side of Middlebelt Road between the CSX Railroad right-of-way and Schoolcraft Road in the Northwest 1/4 of Section 25, the Planning Commission does hereby recommend to the City Council that Petition 2021-12-02-25 be approved subject to the following conditions:

1. That the Site Plan identified as Sheet Number C0.0 prepared by Kimley-Horn and Associates, Inc., dated December 8, 2021, is hereby approved and shall be adhered to.
2. That appropriate recordable legal instrumentation, such as a cross access agreement, that gives notice and outlines the terms of how the subject property would share parking and access with abutting property(s), be supplied to the Inspection Department at the time a building permit is applied for.
3. That the Landscape Plan identified as Sheet Number L1.0 and the Landscape Notes and Detail Plan identified as Sheet Number L1.1, prepared by Kimley-Horn and Associates, Inc., both dated December 8, 2021, are hereby approved and shall be adhered to.
4. That all disturbed lawn areas shall be sodded in lieu of hydro-seeding.
5. That underground sprinklers are to be provided for all landscaped and sodded areas and all planted materials shall be installed to the satisfaction of the Inspection Department and thereafter permanently maintained in a healthy condition.
6. That the maximum customer seating count shall not exceed a total of 184 interior seats and forty-four (44) outdoor patio seats.

7. That the Building Elevation Plans, prepared by Jensen & Jenson, dated January 19, 2022, are hereby approved, and shall be adhered to.
8. That all rooftop mechanical equipment shall be concealed from public view on all sides by screening that shall be of a compatible character material and color to other exterior materials on the building.
9. That the three walls of the trash dumpster area shall be constructed out of building materials that shall complement that of the building and the enclosure gates shall be of solid panel steel construction or durable, long-lasting solid panel fiberglass and maintained and when not in use closed at all times.
10. That all pole mounted light fixtures shall not exceed a height of twenty feet (20') above grade and shall be shielded to minimize glare trespassing on adjacent properties and roadway.
11. That only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
12. That no LED light band or exposed neon shall be permitted on this site including, but not limited to, the building or around the windows.
13. That unless approved by the proper local authority, any type of exterior advertising, such as promotional flags, streamers or sponsor vehicles designed to attract the attention of passing motorists, shall be prohibited.
14. That the issue concerning Fire Department Connection proximity to hydrant, as outlined in the correspondence dated December 14, 2021, from Livonia Fire & Rescue, shall be resolved to the satisfaction of the Fire Department and Inspection Department.
15. That the petitioner shall submit a traffic study to the City prior to review by the City Council
16. That the specific plans referenced in this approving resolution shall be submitted to the Inspection Department at the time of application for building permits; and

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

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

Mr. Wilshaw: Is there any discussion?

Ms. McCue: The only question would be on the light poles, I think, right? Is that we had discussion that Mr. Taormina was going to see about the consistency of the height of the light poles in the area. If we could note that.

Mr. Wilshaw: Okay.

Mr. Taormina: I did have a chance to have a look at one of the items at Culver's. We had a similar restriction of 20 feet in that case.

Mr. Wilshaw: Okay. So, you think 20 feet would be appropriate.

Mr. Taormina: To be consistent.

Mr. Wilshaw: Yes, to be consistent. You are okay with that Ms. McCue?

Ms. McCue: Yes.

Mr. Wilshaw: Okay, we will leave it as it is. Ms. Smiley?

Ms. Smiley: We don't have the traffic study and it is a little concerning for me. Will it be done before it goes to Council?

Mr. Taormina: I don't know the answer to that.

Mr. Wilshaw: Ms. Smiley, let's have Ms. Schwerin come forward or I believe the Civil Engineer, either one. I believe that they are targeting two or three weeks, was it for completion of that?

Ms. Schwerin: Three weeks. We had a tentative date of 2/16 for a study session and 2/28 for a City Council Meeting. We should have enough time to have the traffic study completed if we are on that 2/28 Council Meeting.

- Mr. Wilshaw: Right, because that is giving you four weeks or a month to complete that. Okay. Ms. Smiley, does that answer your question?
- Ms. Smiley: Yes, thank you.
- Mr. Wilshaw: Is there any other questions or concerns about the motion? Mr. Taormina?
- Mr. Taormina: The only comment...item #3 addressing the by-pass lane. I think it was adequately described this evening so there is no need to provide any additional lane in this particular case. It will all remain as was indicated and the outer lane would serve as the function of the by-pass, so I think we can eliminate condition #3 altogether.
- Mr. Wilshaw: Alright. Thank you, Mr. Taormina. Ms. McCue, are you alright with that?
- Ms. McCue: Agreed.
- Mr. Wilshaw: Supporter, Mr. Bongero, you are alright with that?
- Mr. Bongero: Yes.
- Mr. Wilshaw: Okay, we will eliminate #3.
- Ms. McCue: Mr. Chair, I am going to go back to the traffic study again.
- Mr. Wilshaw: Of course.
- Ms. McCue: Should that...I mean, should we have more detail of that in this? I am just feeling like I just...I think it is worth...it is going to be an issue there.
- Mr. Wilshaw: Definitely.
- Ms. McCue: Sometimes I can say that I am not going to worry about that, but that is going to be an issue. Them turning left out of that onto Middle Belt is not going to...it is going to be a problem.
- Mr. Wilshaw: Since you are offering an approving resolution, it may be appropriate to have a condition that a traffic study be prepared and available for our City Council to review.

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Ms. McCue: I think I would feel more comfortable with that.

Mr. Wilshaw: Okay, and Mr. Bongero is okay with that?

Mr. Bongero: Totally agree.

Mr. Wilshaw: Mr. Taormina, you understand what we are asking?

Mr. Taormina: I do.

Mr. Wilshaw: Of course. Any other questions or comments?

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

AYES: Bongero, McCue, Smiley, Caramagno, Wilshaw

NAYS: Long, Ventura

ABSENT: None

ABSTAIN: None

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

From: [Amanda Schwerin](#)
To: [Kasprowicz, Sara](#)
Cc: [Zilincik, Todd](#); [Taormina, Mark](#); [Lear, David](#); [Eschbach, Taylor](#); [Melanie Bagley](#)
Subject: Portillo"s - Livonia - Study Session Traffic Exhibit
Date: Tuesday, February 15, 2022 10:59:20 AM
Attachments: [image001.png](#)
[2022-0215 Prelim Recommendations\[1\].pdf](#)
[Cover Letter - City Council Traffic Study\[1\].pdf](#)

Sara,

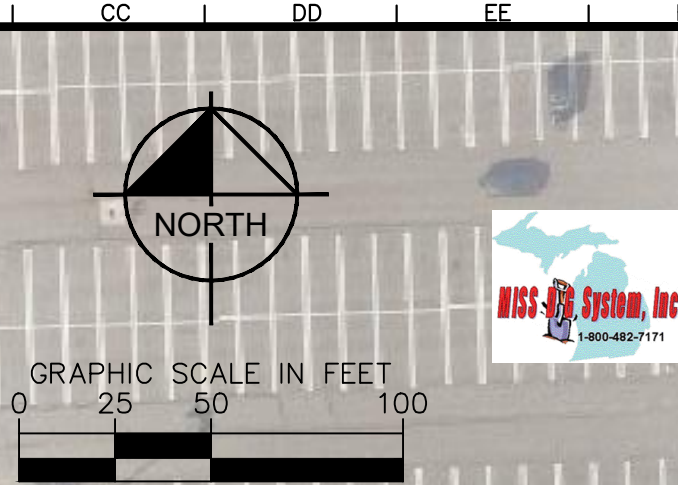
I have attached the exhibit created by the traffic engineers along with a cover letter for use at the study session. Please let me know if you need anything else from us.

Thank you,
Amanda=



Amanda Schwerin | Dallas Office
972-396-8409 (o) 214-478-1518 (m)
www.hdgroupinc.com

Drawing name: K:\GIS\DEVELOPMENT\Portillo's_Livonia_MV2_Design\CAD\Exhibits\2022-0209 Prelim Recommendations.dwg CO.O Feb 15, 2022 9:08am by: Taylor Eschbach
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



REVISIONS		DATE	BY
No.		02/02/22	TRE
PLAN COMMISSION COMMENTS			
No.			
SCALE:		AS NOTED	
DESIGNED BY:		TRE	
DRAWN BY:		JPC	
CHECKED BY:		DA	
jensen & jensen architects • planners • interiors New York		Portillo's HOT DOGS • BEEF • BURGERS • SALADS	
PRELIMINARY TRAFFIC STUDY RECOMMENDATIONS		PORTILLO'S RESTAURANT MIDDLEBELT ROAD SOUTH OF SCHOOLCRAFT ROAD, LIVONIA, MI	
ORIGINAL ISSUE: 12/08/2021		KHA PROJECT NO. 168685002	
SHEET NUMBER		EX 1	

February 15, 2022

Livonia City Council
33000 Civil Center Drive
Livonia, MI 48154

**RE: *Proposed Portillo's Restaurant
Middlebelt Road
Livonia, Michigan***

Honorable members of City Council,

A traffic impact analysis has been conducted regarding the Portillo's restaurant proposed along the east side of Middlebelt Road. Attached is an exhibit showing the proposed modifications to the existing site and surrounding area in an effort to mitigate traffic congestion in the shopping center. These recommendations were discussed with City staff on 2/14/22. Below is a summary of recommendations:

- Modify the pavement striping on the east leg of the Middlebelt/Industrial/Millennium intersection to change the center lane from a shared right + through lane to a shared left + through lane and convert side streets to split phasing signalization
 - This requires a modification to the traffic signal, including adding a new signal head on each side of the street
 - Subject to Wayne County review and approval
 - This does not require any road widening or changes to the geometry of the intersection
- Re-stripe Millennium Drive to delineate the different lanes and increase traffic queuing capacity and efficiency.
 - These lanes were previously striped but the existing striping has become worn and based on observations on-site, these entry drives are being used as a wide single lane which adds to traffic congestion
- Install wayfinding signage as shown on the attached exhibit directing traffic from the Meijer parking lot to travel further east before turning onto Millennium Drive to exit to Middlebelt Road.
 - This will help relieve traffic congestion at the access drive between Outback and Culvers which can conflict with traffic exiting the Costco parking lot.
- During peak hours, restrict westbound left-turns out onto Middlebelt Road from the Meijer access drive south of the proposed Portillo's parcel
 - A "NO LEFT TURN BETWEEN 11AM-2PM" sign would be posted at the intersection

Sincerely,



Taylor Eschbach
Kimley-Horn and Associates, Inc.
Phone: (630) 487-3392
Email: taylor.eschbach@kimley-horn.com

Cc: Mark Taormina, City of Livonia Planning Department Head
Todd Zilincik, P.E., City of Livonia City Engineer
David Lear, P.E., City of Livonia Civil Engineer

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 16, 2022**

Meeting was called to order at 8:02 p.m. by President Jim Jolly. Present: Vice President Laura Toy (via conference phone), Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier; City Attorney, Thomas Goralski; Police Chief and Doug Moore, Assistant Director of Public Works.

6. REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE FROM SOLE SOURCE PROVIDER: Division of Police, re: for the subscription of policy and procedures for Law Enforcement from Lexipol and approval to renew annually for a five year period.

Thomas Goralski, Police Chief, presented the request to Council, adding this request was endorsed by the MMRMA, the insurance carrier. Lexipol assists with their accreditation and was unanimously approved for reaccreditation by the Law Enforcement Commission.

Rob Donovic offered an approving resolution for the Consent Agenda.

President Jolly noted that this was a welcome change when it was done before and asked Paul Bernier, City Attorney, if this lease renewal was going to run into the titling problem as seen with 123.Net. Paul responded that he did not think so, but would consult with Mike Fisher, Assistant City Attorney.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

6.

Police
January 27, 2022

MEETING DATE

Study Meeting of
February 16, 2022

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: for the subscription of policy and procedures for Law Enforcement from Lexipol and approval to renew annually for a five year period.

BACKGROUND

The Livonia Division of Police is requesting to contract with Lexipol, LLC to provide their knowledge management system, which includes a subscription to customized daily training bulletins and updates of the Livonia Police Department's policies and procedures. Lexipol is America's leading provider of risk management policies and resources for public safety organizations, delivering their services through a web-based development system. Lexipol offers state-specific policy manuals that are integrated with scenario-based daily training. The Lexipol policy manual is written by legal and public safety professionals who constantly monitor major court decisions, legislation, and emerging trends affecting our industry. Additionally, Lexipol provides regular updates in response to legislative mandates, case law, and the evolution of best practices; currently, the Livonia Division of Police has over 200 policies and procedures. In the past, a command officer was assigned the task of tracking trends, suggesting new policies, and updating current policies. Due to frequent changes, with the addition of various technologies, court decisions, and the evolving demands for public safety services, it is imperative to rely on experts in the field. Lexipol has provided these services for the past five years for the Livonia Division of Police.

RECOMMENDATION

It is recommended by the Division of Police that this contract be approved, as this has been a tremendous resource in limiting our agencies' liabilities and continuing with the finest training for our police officers. Our insurance carrier, Michigan Municipal Risk Management (MMRMA), endorses our continued partnership with Lexipol. Lexipol also assists us in maintaining our state accreditation.

FISCAL CONSIDERATION

This is a budgeted expenditure utilizing account 101-304-818-000 (Contractual Services). The Annual Law Enforcement Supplemental Manual(s) is \$1,808.10, The Annual Law Enforcement Policy Manual & Daily Training Bulletins are \$20,625.10. Subscriptions Total \$22,453.20.

The contract agreement shall be for five (5) years, from February 1, 2022 to January 31, 2027. Pricing noted reflects the first year's fees and pricing for subsequent years shall not increase more than 5% per year, payable to:

Lexipol, LLC
6B Liberty, Suite 200
Aliso Viejo, CA 92656

ATTACHMENTS

1. Lexipol Attachments

APPROVED BY



Thomas Goralski, Police Chief

Date: February 02, 2022



Michael Slater, Finance Director

Date: February 02, 2022



Paul Bernier, City Attorney

Date: February 02, 2022



Maureen Miller Brosnan, Mayor

Date: February 03, 2022



Agency's Name: Livonia Police Department
Agency Contact:
Agency's Address: 15050 Farmington Rd
Livonia, MI 48154

Lexipol Contact: Jennifer Hollerbach
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date: February 1, 2022
(To be completed by Lexipol)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the Agency identified above. This Agreement consists of:

1. This Cover Sheet
2. Exhibit A - Selected Services and Associated Fees
3. Exhibit B - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Agency: _____

Lexipol, LLC

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Supplemental Manual(s)	USD 1808.10	USD 1808.10
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins	USD 20,625.10	USD 20,625.10
	Subscription Line Items Total		USD 22,453.20
		Total	USD 22,453.20

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

NOTE: The Initial Term of the Agreement shall be five (5) years. Pricing noted above reflects the first year's fees, and pricing for subsequent years shall not increase more than 5% per year.

Exhibit B

Terms and Conditions of Service

1. **Definitions.** For purposes of Lexipol's Terms and Conditions of Service (the "Terms"), each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections below.

1.1 **"Agency"** means the department, agency, office, company, or other entity purchasing and/or otherwise subscribing to Lexipol products or services.

1.2 **"Agreement"** means the combination of (a) the cover sheet to which these Terms are attached; (b) Lexipol's subscription and pricing information sheets, which are typically included as an Exhibit A ("Services Being Purchased and Related Fees") or as set forth in any similar pricing sheet (including by way of addendum); and (c) these Terms.

1.3 **"Derivative Work(s)"** means work(s) based on Lexipol's Subscription Materials, or any substantive portion thereof. Derivative Works include revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Materials or any portion thereof are recast, transformed, or adapted. For purposes of the Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Materials. Further, "Derivative Work" includes any work considered a "derivative work" under United States copyright law.

1.4 **"Effective Date"** means the date specified on the cover sheet to which these Terms are attached, or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 **"Initial Term"** means the period commencing on the Effective Date and continuing for the length of time indicated on the cover sheet or subscription and pricing sheet provided by Lexipol. If the Initial Term is not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 **"Service(s)"** means all Lexipol product(s) or service(s), including one-time and recurring (subscription) services, as may be offered by Lexipol and/or its subsidiaries and affiliates from time to time.

1.7 **"Subscription Materials"** means all policy manuals, supplemental publications, daily training bulletins, written content, images, videos, and all other data and multimedia provided by Lexipol and/or its licensors through the Services.

2. **Term.** The Agreement becomes enforceable upon signature by Agency's authorized representative. Following the Initial Term, the Agreement shall renew in successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the then-current term. The Initial Term and all Renewal Terms collectively comprise the "Term" of the Agreement.

3. Termination.

3.1 **For Cause.** The Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under the Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.2 **For Convenience.** The Agreement may be terminated for convenience (including lack of appropriation of funds by Agency) upon sixty (60) days written notice. Note: fees already paid for Services are not eligible for refund, proration or offset in the event of Agency's termination for convenience.

4. **Effect of Expiration or Termination.** Upon the expiration or termination of the Agreement for any reason, Agency's access to Lexipol's Services shall cease. Termination or expiration of the Agreement shall not, however, relieve either party from any obligation or liability that has accrued under the Agreement prior to the date of such termination or expiration, including payment obligations. The right to terminate the Agreement shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the parties are entitled at law or in equity. The provisions of Sections 1 (Definitions), 6 (Service-Specific Terms), 8 (Privacy Policy), 8 (Warranty Disclaimer), 9 (Confidentiality), 10 (Warranty Disclaimer), 11 (Limitation of Liability), 12 (General Terms), and this Section 4 shall survive the expiration or termination of the Agreement for any reason.

5. **Fees and Invoicing.** Unless otherwise agreed upon in writing, Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the date for each Renewal Term, as applicable. Agency will pay to Lexipol the fee(s) specified on each invoice within thirty (30) days following receipt of the invoice. All invoices will be sent to Agency at the address specified on the cover sheet to which these Terms are attached or as otherwise designated by Agency in writing. All payments will be made by electronic transfer of immediately available funds or by mailing a check to Lexipol at 2611 Internet Blvd, Ste 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All amounts required to be paid under the Agreement are exclusive of taxes and similar fees now in force or enacted in the future. Agency certifies it is a tax exempt entity, and thus will not be responsible for taxes arising out of Lexipol's Services. Agency's Finance Department will provide documentation supporting Agency's tax exempt status upon request.

6. **Service-Specific Terms.** The following sections apply to specific Lexipol Services:

6.1 **Policy.** Lexipol's policy Subscription Materials and Knowledge Management System ("KMS") are proprietary, protected under U.S. copyright, trademark, patent, and/or other applicable laws, and Lexipol reserves all rights not expressly granted in these Terms. Agency may prepare Derivative Works using Lexipol's Subscription Materials, but Lexipol shall remain the sole owner of all right, title and interest in and to them, including all copyrights, intellectual property rights, and other proprietary rights therein or pertaining thereto. Agency shall retain a perpetual, personal, non-sublicensable and non-assignable right to use the Subscription Materials for Agency's internal purposes but will not remove any copyright notice or other proprietary notice of Lexipol appearing thereon. Agency acknowledges and agrees that Lexipol shall have no responsibility to update such Subscription Materials beyond the Term of the Agreement shall have no liability whatsoever for Agency's creation or use of Derivative Works. Lexipol's Subscription Materials are to be treated as Confidential Information (per Section 9 herein), but Agency may disclose Subscription Materials pursuant to a valid court order, lawful government agency request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Agency acknowledges and agrees that all policies and procedures it implements have been individually reviewed and adopted by Agency, that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that Agency's highest-ranking official shall, for all purposes, be considered the "policy maker" with regard to same. Lexipol's KMS Service is subject to the Service Level Agreement attached to these Terms.

6.2 **Learning.** Lexipol's Learning Management System ("LMS"), offered by Praetorian Digital, is a proprietary Service protected under U.S. copyright, trademark, patent, and other laws. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in the Agreement. Agency Data, defined as data owned by Agency prior to the Effective Date or which Agency provides during the Term for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service, remains Agency's property. Lexipol retains no right or interest in Agency Data and shall return or destroy Agency Data following termination of the Agreement. Lexipol's LMS Service is subject to the Service Level Agreement attached to these Terms.

6.3 Wellness. This Section applies when Agency subscribes to Lexipol's Wellness Application ("Wellness App") offered by Cordico®. All Subscription Materials delivered by the Wellness App, including but not limited to all object and source code, all information created, developed, or reduced to practice, and all written, image-based, or video-based content underlying the Wellness App that is not specifically provided by Agency is the proprietary intellectual property of Lexipol and/or its suppliers or licensors, protected to the maximum extent permitted by trademark, copyright, and patent laws. Agency is granted a nonexclusive limited right to access the Wellness App during the Term. If the Agreement is terminated or expires for any reason, Agency shall lose access to the Wellness App and to all associated Subscription Materials and shall discontinue all use of the same for any purpose. Nothing in this section or these Terms shall be construed as conferring any right of ownership or use to the Wellness App, whether by estoppel, implication or otherwise.

6.4 Grants. This Section applies when Agency selects Lexipol's Grant Writing, Consulting, and/or GrantFinder services. For Grant Writing services, Agency takes full responsibility for submitting information reasonably required by Lexipol's grant writing team in a timely manner (at least five (5) days prior to the applicable grant application close date). Agency is responsible for all submissions of final grant applications by grant deadlines, but Lexipol shall be considered Agency's duly authorized representative for submissions where applicable. Failure to submit requested materials to write grant applications on time will result in rollover of project services and fees to next grant application cycle; not a refund of the fees. Requests for cancellation of Grant Writing services will result in a 50% fee of the total value of the service. Invoices for Grant Writing services will be sent as soon as work begins for the applicable target grant. Complete payment must be received no later than thirty (30) days after receipt of invoice. In the event Agency has not made timely payment on an invoice, Lexipol reserves the right to suspend all grant Services to Agency until past-due payments are received in full, and may terminate Agency's access to GrantFinder, if applicable. Invoices over thirty (30) days past due may be charged a twenty-five dollar (\$25) late fee.

6.5 Generally; Injunctive Relief. Nothing in the Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, KMS, LMS, Wellness App, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not, and may not assist others to, decompile, disassemble, reverse engineer, or otherwise attempt to discover any object code, source code, or proprietary data underlying the Services. Agency grants all rights and permissions in or relating to Agency Data as are necessary to Lexipol to enforce the Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

7. Account Security. The rights to access and use the Services under the Agreement are personal and unique to Agency and Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains solely responsible for maintaining the confidentiality of Agency's username(s) and password(s) and the security of Agency's account(s), meaning the account by which Agency accesses the Services. Agency will not permit access to Agency's account(s) or use of Agency's username(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's username(s) and/or password(s).

8. Privacy Policy. Lexipol will hold Agency Data in confidence unless required to provide access in accordance with a court order, government agency request, or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's systems use the Secure Socket Layer (SSL) Protocol for Lexipol Services, which encrypts information as it travels between Lexipol and each Agency. However, Agency acknowledges and agrees that data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through the Services is 100% secure. Agency acknowledges that Lexipol may provide view-only access and summary information (which may include number of policies developed or in development, percentage of staff reviews of developed policies and DTBs) to Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association if they are actively funding member Agency Subscription Fees.

9. **Confidentiality**. During the term of the Agreement, either party may be required to disclose information to the other party that is marked "confidential" or is of such a type that the confidentiality thereof is reasonably apparent (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the Services; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in the Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. Notwithstanding the foregoing, a party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents.

10. **Warranty Disclaimer**. ALL SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

11. **Limitation of Liability**. Lexipol's cumulative liability resulting from any claims, demands, or actions arising out of or relating to the Agreement, the Services, or the use of any Subscription Materials shall not exceed the aggregate amount of subscription fees actually paid to Lexipol by Agency for the associated Services during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether the subject claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

12. **General Terms**.

12.1 **General Interpretation**. The language used in the Agreement and these Terms shall be deemed to express the mutual intent of Lexipol and Agency. The Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement.

12.2 **Invalidity of Provisions**. Each of the provisions contained in the Agreement and these Terms is distinct and severable. A declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of the Agreement to be invalid or unenforceable, the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

12.3 **Waiver**. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of the Agreement shall not constitute a waiver of such right or remedy.

12.4 **Governing Law**. The Agreement shall be construed in accordance with, and governed by, the laws of the State in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

12.5 Compliance with Laws. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders promulgated by any federal, state, or local government body or agency relating to its obligations pursuant to the Agreement and these Terms.

12.6 Attorney's Fees. If any action is brought by either party to the Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

12.7 Notices. Any notice required by the Agreement or given in connection with it shall be in writing and shall be made by certified mail (postage prepaid), recognized overnight delivery service, or (if mutually agreed upon) by email to authorized recipients at such address as each party may indicate from time to time. Alternatively, electronic mail or facsimile notice to established and authorized recipients is acceptable when acknowledged by the receiving party.

12.8 Entire Agreement. The Agreement, including these Terms, embodies the entire agreement and understanding of the parties hereto and expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by any party hereto that is not embodied in the Agreement. Terms and conditions set forth in any purchase order or any other form or document that are inconsistent with or in addition to the terms and conditions set forth in the Agreement are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification, and shall not be considered binding unless specifically agreed to in writing by both parties. No amendment, modification, or supplement to the Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

12.9 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document for purposes of the Agreement.

Lexipol Service Level Agreement for Cloud-Based Services

- 1. Response Times.** For issues relating to Lexipol's online, cloud-based Services (e.g. KMS, LMS, Wellness), Lexipol will make an industry standard and commercially reasonable effort to respond promptly (via Lexipol's Normal Support Channels) within two (2) Business Days after receipt.
- 2. Uptime Commitment.** The Uptime Percentage for the Service will be ninety-nine and five-tenths percent (99.5%) (the "Uptime Commitment"). Subject to the exclusions described in below, "Uptime Percentage" is calculated by subtracting from 100% the percentage of 1-minute periods during any annual billing cycle in which Agency's selected Service(s) are unavailable out of the total number of minutes in that billing cycle. "Unavailable" and "Unavailability" mean that, in any 1-minute period, all connection requests received by Agency failed to process (each a "Failed Connection"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (i.e. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Yearly Uptime Percentage will be measured based on the industry standard monitoring tools.
- 3. Exclusions from Uptime Percentage.** All Service Unavailability resulting from the following will be excluded from calculation of Uptime Percentage: (a) Regularly-scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's support channels (Lexipol typically schedules such regularly scheduled maintenance once per month); (b) Any failures of the Lexipol Standard and Custom Reporting Services that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's Normal Support Channels; (c) Any issues with a third-party service to which Agency subscribes but does not control; (d) Any problems not caused by Lexipol that result from, computing or networking hardware, other equipment or software under Agency's control, the Internet, or other issues with electronic communications; (e) Lexipol's suspension or termination of the Service in accordance with the Terms; (f) Exceeding Lexipol's published Concurrent Request Limits; (g) Software that has been subject to unauthorized modification by Agency; (h) Negligent or intentional misuse of the Service by Agency.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 16, 2022**

Meeting was called to order at 8:02 p.m. by President Jim Jolly. Present: Vice President Laura Toy (via conference phone), Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier; City Attorney, Thomas Goralski; Police Chief and Doug Moore, Assistant Director of Public Works.

7. REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE EIGHT (8) MARKED AND FOUR (4) UNMARKED POLICE VEHICLES USING THE STATE OF MICHIGAN AND MACOMB COUNTY CONSORTIUM BID PRICING: Division of Police, re: from budgeted funds.

Thomas Goralski, Police Chief, presented the request to Council. He pointed out the Vehicle Maintenance Coordinator, Rollie Hoskin, keeps the vehicles in fantastic condition. They come in under budget every year with their vehicle purchases, and they are under budget again this year.

Katheen McIntyre offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

7.

Police
February 3, 2022

MEETING DATE

Study Meeting of
February 16, 2022

PREPARED BY

Diane Warterian, Program Supervisor,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE EIGHT (8) MARKED AND FOUR (4) UNMARKED POLICE VEHICLES USING MACOMB COUNTY, OAKLAND COUNTY, AND THE STATE OF MICHIGAN CONSORTIUM BID PRICING: Division of Police, re: from budgeted funds.

BACKGROUND

This proposed purchase is for the replacement of marked and unmarked 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 three bid/ purchasing consortiums (the counties of Macomb and Oakland and the State of Michigan). Upon receipt of various bids and specifications, the department conducts an analysis and selects the low bidder, regardless of consortium affiliation. The vehicles purchased would be utilized by officers assigned to the Patrol, Traffic and Intelligence bureaus.

FISCAL CONSIDERATION

The Livonia Division of Police is requesting authorization to purchase:
Six (6) marked vehicles which would be utilized by officers assigned to uniform patrol assignments. This proposed purchase would utilize \$231,766.81 budgeted in account #101-325-985-000.
Two (2) marked vehicles which would be utilized by officers assigned to uniform traffic assignments. This proposed purchase would utilize \$76,138.00 budgeted in account #101-302-985-000.
Four (4) unmarked vehicles which would be utilized by officers assigned to undercover assignments. This proposed purchase would utilize \$155,159.00 budgeted in account #101-329-985-000.

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

(2) 2022 Ford Utility AWD Interceptor @ \$37,796.00 each (Total \$75,592.00)

Signature Ford
1960 E. Main Street
Owosso, MI 48867
(989) 214-3513

(1) 2022 Chevrolet Traverse AWD @ \$38,449.00
Berger Chevrolet
2525 28th Street
Grand Rapids, MI 49512
616-949-5200

(1) 2022 Ford Explorer 4X4 XLT @ \$39,047.00
Signature Ford
1960 E. Main Street
Owosso, MI 48867
(989) 214-3513

(1) 2022 Ford Bronco Sport Badlands 4X4 @ \$35,681.00
Signature Ford
1960 E. Main Street
Owosso, MI 48867
(989) 214-3513

(1) 2022 Ford Mustang Fastback @ \$41,982.00
Signature Ford
1960 E. Main Street
Owosso, MI 48867
(989) 214-3513

We request to purchase the following utilizing the Oakland County bid:

(1) 2022 Chevrolet Tahoe @ \$42,182.00
Todd Wenzel Chevrolet
3156 Highland Dr. PO Box 310
Hudsonville, MI 49426
(734) 713-1065

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

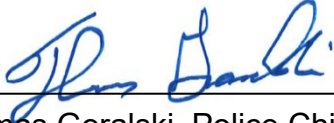
(1) 2022 Dodge Durango Police Pursuit Package AWD @ \$38,342.00
LaFontaine CDJR - Lansing
6131 S. Pennsylvania Avenue
Lansing, MI 48911
(517) 394-1022

(4) 2022 Dodge Durango Police Package AWD @ 37,947.00 each (Total \$151,788.00)
LaFontaine CDJR - Lansing
6131 S. Pennsylvania Avenue
Lansing, MI 48911
(517) 394-1022

ATTACHMENTS

1. Vehicle Quotes

APPROVED BY



Thomas Goralski, Police Chief

Date: February 04, 2022



Michael Slater, Finance Director

Date: February 04, 2022



Paul Bernier, City Attorney

Date: February 04, 2022



Maureen Miller Brosnan, Mayor

Date: February 04, 2022

2022 Explorer RWD and 4x4 Fleet, 4-Door

Major Standard Equipment

MECHANICAL

- Electric Parking Brake
- Engine – 2.3L EcoBoost® I-4 with Auto Start-Stop Technology
- Four-Wheel Disc Brakes with Anti-Lock Brake System (ABS)
- Front Recovery Hook
- Standard-Duty Front and Rear Brake Calipers
- Transmission – 10-Speed Automatic

EXTERIOR

- 18.6 Gallon Fuel Tank
- Active Grille Shutters (Not available with the Fleet Only optional 3.3L Ti-VCT Engine on Base)
- Black – Molded-in-Color
- Door Handles
- Grille
- Lower Bodyside Cladding
- Wheelip Molding
- Body-Color
- Bumpers, Front and Rear (Body-Color Upper, Black Lower)
- Rear Spoiler
- Chrome Liftgate Appliqué
- Configurable Daytime Running Lamps (DRL) (Activates LED Low Beam Headlamps with Courtesy Delay)
- Easy Fuel® Capless Fuel Filler
- Front Air Curtain
- LED Taillamps with Amber Turn Signals
- Power Liftgate
- Privacy Glass – Second Row, Third Row and Liftgate
- Roof-Mounted Antenna
- Tires
- P255/65R18 All-Season (A/S) BSW
- Mini Spare
- Wheels – 18" Five-Spoke Sparkle Silver-Painted Aluminum
- Wipers
- Windshield – Variable Intermittent/Continuous
- Rear Window – Single-Speed Intermittent/Continuous

INTERIOR/COMFORT

- Center Floor Console – Front
- Armrest
- Storage Bin
- Climate Control
- Cabin Particulate Air Filter
- Tri-Zone Electronic Temperature Control
- Rear Auxiliary Controls
- Cruise Control
- Cupholders – 10
- Door-Sill Scuff Plates, Front and Rear – Black Molded-in-Color (MIC), embossed with "EXPLORER"
- Driver and Front Passenger Seat Back Map Pockets
- Driver's Side Footrest
- Enhanced Interior Finishes
- Satin Silver Twilight Color on Center Stack
- High Gloss Black Color on Center Stack Buttons
- Floor Mats – Black Carpet, Front and Second Rows
- Grab Handles – Front-Passenger; Second Row – two (2), includes Coat Hooks
- Illuminated Visor Vanity Mirrors (Driver and Front Passenger)
- Instrument Panel Appliqués – Ebony
- Instrument Panel Cluster
- 4.2" Color LCD Productivity Screen
- Message Center
- Outside Temperature Display
- Trip Computer
- Lighting
- Front Overhead Console Mounted Map Lights
- Illuminated Entry System
- Rear Cargo Area Light
- Second and Third Row Dome Lights
- Locking Glove Box
- Overhead Console with Sunglasses Storage
- Powerpoints (12V) – five (5)
- Front row; one (1) in Media Hub, one (1) in center console
- Second row; two (2) in rear section of center console
- Rear Cargo Area; one (1)

- Rotary Gear Shift Dial
- Seats
- Cloth
- Front Row Buckets
- 8-way Power Driver's Seat (includes Power Recline)
- 4-way Manual Front Passenger (includes Manual Recline)
- Second Row – 40/20/40 Split-Fold-Flat and Reclining Outboard Seats (Manual fore/aft adjustable seat on "40" section only)
- Third Row – 50/50 Split-Fold-Flat (Manual)
- Steering Column – Manual Tilt/Telescoping
- Steering Wheel with Mounted Features
- 5-Way Controls
- Audio Controls
- Cruise Controls
- Windows, Power – Front and Rear. Front Row One-Touch-Up/Down Feature (door mounted controls).

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
- First Row: Driver and Passenger Dual-Stage Front, Front seat Side and Driver/Passenger Knee
- All Rows: Safety Canopy® Side-Curtain with Rollover Sensor
- Center High-Mounted Stop Lamp (CHMSL)
- Curve Control
- Day/Night Rearview Mirror – Manually Adjustable
- Door Locks, Power
- Auto lock/Auto unlock
- Child-Safety Rear
- Head Restraints
- Two-Way Manually Adjustable (Up/Down) All Rows. Second Row Center Head Restraint is fixed position)
- Headlamps
- LED Low and High Beams with Courtesy Delay
- Wiper-Activated
- Hooks
- Cargo Net – Four (4)
- Load Floor Tie-Down – Four (4)
- Individual Tire Pressure Monitoring System (ITPMS)
- LATCH (Lower Anchors and Tether Anchors for Children) on Second and Third Row Outboard Seating Positions
- Mirrors, Sideview – Power Glass, Manual-Folding and Black Molded-in-Color Caps
- MyKey®
- Personal Safety System™
- Rear-Window Defroster and Washer
- Safety Belts
- Front Row – Belt-Minder® (Front Safety Belt Reminder)
- Front Row – Adjustable Height
- Second Row – Outboard and Center Seat Shoulder
- Third Row – Outboard
- SecuriLock® Passive Anti-Theft System (PATS) (Explorer Base Series Only)
- SOS Post-Crash Alert System™

FORD CO-PILOT360 TECHNOLOGY

- Auto Hold
- Ford Co-Pilot360™
- Auto High-Beam Headlamps
- BLIS® (Blind Spot Information System) with Cross-Traffic Alert
- Lane-Keeping System (includes Lane-Keeping Assist, Lane-Keeping Alert and Driver Alert)
- Pre-Collision Assist with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support)
- Rear View Camera
- Headlamps – Autolamp (Automatic On/Off)
- Hill Descent Control™ (4X4 Only)
- Hill Start Assist
- Post-Collision Braking
- Reverse Sensing System
- Side-Wind Stabilization
- Trailer Sway Control

FUNCTIONAL

- 3.58 Non-Limited-Slip Rear Axle
- Audio
 - AM/FM Stereo
 - MP3 Capable
 - Six (6) Speakers
 - Speed-Compensated Volume
 - SiriusXM® Radio
- Battery Saver
- Compass
- EcoCoach (efficient driving assistant)
- Electric Power-Assisted Steering (EPAS)
- Engine Oil Cooler
- FordPass Connect™
- 4G LTE Wi-Fi hotspot connects up to 10 devices
- Remotely start, lock and unlock vehicle
- Schedule specific times to remotely start vehicle
- Locate parked vehicle
- Check vehicle status

Note: Ford Telematics™ and Data Services Prep included for Fleet

- Front and Rear Stabilizer Bars
- Independent Front and Rear Suspension
- Intelligent Oil-Life Monitor®
- Keyless-Entry Integrated Key Transmitter Remotes – Two (2)
- Regenerative Braking System
- SYNC® 3
 - Enhanced Voice Recognition Communications and Entertainment System
 - 8" LCD Capacitive Touchscreen in Center Stack with Swipe Capability
 - Pinch-to-Zoom capability included when equipped with available Voice-Activated Touchscreen Navigation System (Navigation is included in the Ford Co-Pilot360™ Assist+ (65S))
 - AppLink®
 - 911 Assist®
 - Apple CarPlay™ and Android Auto™ Compatibility
 - USB Ports, First Row – One (1) "A" and (1) "C" in the Media Hub

4WD MODELS INCLUDE:

- Intelligent 4WD
- Terrain Management System™

☐ Explorer RWD Base Price K7B/100A	\$28,258.00
☐ Explorer 4x4 Base Price K8B/100A	\$29,253.00

Explorer Base Options

	Option Code	Price
☐ 3.3L Ti-VCT Engine w/10-Speed Auto Transmission (4x4 Only)	99B/44T	N/C
☐ Trailer Tow Package Class IV	52T	545.00
☐ Cargo Management System	21F	165.00
• Cargo Net		
• Cargo Well Rubber Mat		
• Reversible Load Floor		
☐ Auto Start-Stop Removal	52X	N/C
☐ Floor Liners, Front and Second Rows	16B	200.00
☐ Engine Block Heater	41H	90.00
☐ License Plate Bracket Front	153	N/C
☐ Daytime Running Lights	942	45.00
☐ Remote Starter	Parts	550.00
☐ Extra keys with Integrated Keyless Entry ____ @ \$275.00 ea = ____	SIG	_____

Total Price \$ _____

2022 Explorer Base Colors**Exterior Colors**

Oxford White	[YZ]
Agate Black	[UM]
Iconic Silver Metallic	[JS]
Carbonized Gray Metallic	[M7]
Atlas Blue Metallic	[B3]
Forged Green Metallic	[L9]

Interior Colors

Sandstone (7N)

[]
[]
[]
[]
[]
[]

☐ Explorer RWD XLT Price K7D/200A

\$32,327.00

☒ Explorer 4x4 XLT Price K8D/200A

\$33,902.00

XLT Contains all Base Standard Items Plus:

EXTERIOR

- Door Handles – Body-Color t
- Grille – Black Mesh Insert with Chrome Bars
- LED Signature Lighting
- Lower Bodyside Cladding – Black with Chrome Accent
- Rear Bumper Step Pad – Molded-In-Color Black
- Roof-Rack Side Rails – Black with Black End Caps

INTERIOR/COMFORT

- Enhanced Interior Finishes on XLT Ebony Interior
- Light Slate Colored Uppers: Headliner, Overhead Console, Pillars, Grab Handles, Visors and Moonroof Shade
- Satin Silver Twilight Color on Center Stack, Steering Wheel Bezel, Instrument Panel Applique and Door Armrest Carrier
- High Gloss Black Color on Center Stack Buttons
- Enhanced interior finishes on XLT Sandstone Interior
- Satin Silver Twilight Color on Center Stack, Steering Wheel Bezel, Instrument Panel Applique and Door Armrest Carrier
- High Gloss Black Color on Center Stack Buttons
- Instrument Panel Cluster – 6.5" Color LCD Productivity Screen

• Interior Environments

- Ebony with Light Slate Uppers
- Sandstone

• Seats

- Unique Cloth
- 10-way Power Driver's)
- 4-way Power Passenger
- First Row Heated Seats
- Second Row Captain's Chairs with E-Z Entry, Armrests and Center Floor Console

- Steering Wheel – Leather-Wrapped with Paddle Shifters

SAFETY/SECURITY

- Mirrors, Sideview – Power and Heated Glass, Manual-Folding, LED Turn Signal Indicators, Security Approach Lamps and Black Caps

- Perimeter Alarm

FUNCTIONAL

- 4-Door Intelligent Access (Lock/Unlock) with Push-Button Start
- USB Ports – One (1) "A" and One (1) "C" (replaces a Powerpoint 12V Port on the back side of the Front Console)

Explorer XLT Options

Option Code Price

☒ XLT 202A Package

202A 3540.00

- 8-way Power Passenger Seats
- ActiveX Seating Material
- Heated Steering Wheel
- LED Fog Lamps with Skid Plate Elements, Front – Silver Painted
- Remote Start System
- SecuriCode Keyless Entry Keypad

☒ Ford Co-Pilot360™ Assist+ Package (Available w/202A Only)

65S 895.00

- Adaptive Cruise Control with
 - Stop-and-Go
 - Lane Centering
- Evasive Steering Assist
- Voice-Activated Touchscreen Navigation System with Pinch-to-Zoom Capability, SiriusXM Traffic and Travel Link

☒ Trailer Tow Package Class IV

52T 545.00

☒ Cargo Management System

21F 165.00

- Cargo Net
- Cargo Well Rubber Mat
- Reversible Load Floor

☐ Auto Start-Stop Removal

52X N/C

☐ Twin Panel Moonroof (Available w/202A Only)

439 1695.00

☐ 20" Premium Painted Aluminum Wheels (Available only w/202A)

649 1295.00

☐ Seats- Second Row 35/30/35 Bench with E-Z Entry and Armrest

17U N/C

☐ Floor Liners, Front and Second Rows

16B 200.00

☐ Engine Block Heater

41H 90.00

☐ License Plate Bracket Front

153 N/C

☐ Daytime Running Lights

942 45.00

☐ Extra keys with Integrated Keyless Entry _____ @ \$275.00 ea = _____

SIG

Total Price \$ _____

2022 Explorer XLT Colors**Exterior Colors**

Oxford White	[YZ]
Agate Black	[UM]
Iconic Silver Metallic	[JS]
Carbonized Gray Metallic	[M7]
Forged Green Metallic	[L9]
Atlas Blue Metallic	[B3]
Extra Cost Paint (\$495.00)	
Rapid Red Metallic Tinted CC	[D4]
Stone Blue Metallic	[C8]
Burgundy Velvet Metallic Tinted CC	[R3]
Extra Cost Paint (\$795.00)	
Star White Metallic Tri-coat	[AZ]

Interior Colors

Ebony (86/S6)	Sandstone (8N/SN)
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]

☐ Explorer RWD Limited Price K7F/300A	\$42,152.00
☐ Explorer 4x4 Limited Price K8F/300A	\$43,946.00

Limited Contains all XLT 202A Standard Items Plus:

EXTERIOR

- Door Handles – Body Color with Bright Insert
- Exhaust Tips, Dual – Chrome
- Grille – Bright Silver Painted Mesh Insert with Chrome Bars
- Liftgate Scuff
- Roof-Rack Side Rails – Satin with Black End Caps
- Tires – P255/55R20 All-Season (A/S) BSW
- Wheels – 20" Premium Painted Aluminum

INTERIOR/COMFORT

- Ambient Lighting
- Door-Sill Scuff Plates with Bright Inserts, Front and Rear
- Enhanced Interior Finishes on Limited Ebony Interiors
- Light Slate Colored Uppers: Headliner, Overhead Console, Pillars, Grab Handles, Visors and Moonroof Shade
- Satin Silver Twilight Color on Door Armrest Carrier and Steering Wheel Bezel
- High Gloss Black Color on Center Stack
- High Gloss Black Color Center Stack Buttons
- Enhanced Interior Finishes on Limited Sandstone Interiors
- Satin Silver Twilight Color on Door Armrest Carrier and Steering Wheel Bezel
- High Gloss Black Color on Center Stack
- High Gloss Black Color on Center Stack Buttons
- Instrument Panel Film Accent Appliqués – Noce Wave
- Interior Environments
- Ebony with Light Slate Upper
- Sandstone
- Seats
- Leather Seating Surfaces with Micro Perforation and

Accent Stitching

- Front Heated and Ventilated
- Second Row Heated
- Second Row Sunblinds
- Steering Wheel – Heated, Leather-Wrapped

SAFETY/SECURITY

- Auto-Dimming Rearview Mirror (Interior)
- 360-Degree Camera (with Split View)
- Head Restraints
- Four-Way Manually Adjustable Driver and Front-Passenger

FORD CO-PILOT360 TECHNOLOGY

- Ford Co-Pilot360™ Assist+ includes the standard Ford Co-Pilot360™ features2, plus;
 - Intelligent Adaptive Cruise Control_ with;
 - o Stop-and-Go
 - o Lane Centering
 - Evasive Steering Assist_
 - Voice-Activated Touchscreen Navigation System with Pinch-to-Zoom Capability, SiriusXM Traffic and Travel Link®
 - Front Parking Sensors
 - Rain-Sensing Wipers (Front Only)
- FUNCTIONAL
- Audio
 - B&O Sound System by Bang & Olufsen with 12 Speakers
 - HD Radio™
 - Universal Garage Door Opener (UGDO)
 - Wireless Charging Pad

Explorer Limited Options

☐ High 301A Package

- 110V/150W AC Power Outlet (replaces the Powerpoint Port on the rear side of the Center Floor Console)
- Drivers Seat – Memory
- Hands-Free, Foot Activated Liftgate
- Mirrors, Sideview – Power-Folding with Autofold, Power and Heated Glass, LED Turn Signal Indicators, Security Approach Lamps, Driver/Passenger Side Memory and Gloss Black Caps
- Seats - Third Row PowerFold® (folds flat)
- Steering Column – Power Tilt/Telescoping

☐ Trailer Tow Package Class IV

☐ Cargo Management System

- Cargo Net
- Cargo Well Rubber Mat
- Reversible Load Floor

☐ Auto Start-Stop Removal

☐ Twin Panel Moonroof

☐ 20" 10-Spoke Aluminum Wheels

☐ 20" P255/55R20 All-Season Self Sealing Tire

☐ Seats- Second Row 35/30/35 Bench with E-Z Entry and Armrest

☐ Floor Liners, Front and Second Rows

☐ Engine Block Heater

☐ License Plate Bracket Front

☐ Daytime Running Lights

☐ Extra keys with Integrated Keyless Entry _____ @ \$275.00 ea = _____

<u>Option Code</u>	<u>Price</u>
301A	700.00

52T	545.00
21F	165.00

52X	N/C
439	1695.00
64U	595.00
TFS	195.00
17U	N/C
16B	200.00
41H	90.00
153	N/C
942	45.00
SIG	_____

Total Price \$ _____

2022 Explorer Limited Colors

Exterior Colors

Interior Colors

Ebony (C6) Sandstone (CN)

Oxford White	[YZ]	[]	[]
Agate Black	[UM]	[]	[]
Iconic Silver Metallic	[JS]	[]	[]
Carbonized Gray Metallic	[M7]	[]	[]
Forged Green Metallic	[L9]	[]	[]
Atlas Blue Metallic	[B3]	[]	[]
Extra Cost Paint (\$495.00)			
Rapid Red Metallic Tinted CC	[D4]	[]	[]
Stone Blue Metallic	[C8]	[]	[]
Burgundy Velvet Metallic Tinted CC	[R3]	[]	[]
Extra Cost Paint (\$795.00)			
Star White Metallic Tri-coat	[AZ]	[]	[]

☐	Explorer RWD Limited Hybrid Price K7F/310A	\$46,668.00
☐	Explorer 4x4 Limited Hybrid Price K8F/310A	\$48,443.00

Hybrid Limited Contains all Limited Standard Items Plus:

MECHANICAL

- Heavy-Duty Front and Rear Brake Calipers

HYBRID STANDARD FEATURES

- 20" 10-Spoke Aluminum Wheels
- Self-Sealing P255/55R20 All-Season Tires (4x4 Only)
- Select Shift Capability with Paddle Shifters
- Active Noise Cancellation
- High Series Brakes
- Mini Spare Tire
- Pedestrian Alert Sounder
- 3.73 Non-Limited-Slip Rear Axle (4x4)

LIMITED CONVENIENCE PACKAGE

- 110V/150W AC Power Outlet (replaces the Powerpoint Port on the rear side of the Center Floor Console)
- Drivers Seat – Memory
- Hands-Free, Foot Activated Liftgate
- Mirrors, Sideview – Power-Folding with Autofold, Power and Heated Glass, LED Turn Signal Indicators, Security Approach Lamps, Driver/Passenger Side Memory and Gloss Black Caps
- Third Row PowerFold® (folds flat)
- Steering Column – Power Tilt/Telescoping

FUNCTIONAL

- Regenerative Braking System

Explorer Limited Hybrid Options

Price

☐ **Trailer Tow Package Class IV**

52T 545.00

☐ **Cargo Management System**

21F 165.00

- Cargo Net
- Cargo Well Rubber Mat
- Reversible Load Floor

☐ **Auto Start-Stop Removal**

52X N/C

☐ **Twin Panel Moonroof**

439 1695.00

☐ **Seats- Second Row 35/30/35 Bench with E-Z Entry and Armrest**

17U 495.00

☐ **Floor Liners, Front and Second Rows**

16B 200.00

☐ **Engine Block Heater**

41H 90.00

☐ **License Plate Bracket Front**

153 N/C

☐ **Daytime Running Lights**

942 45.00

☐ **Extra keys with Integrated Keyless Entry _____ @ \$275.00 ea = _____**

SIG _____

Total Price \$ _____

2022 Explorer Limited Hybrid Colors

Exterior Colors

Oxford White	[YZ]
Agate Black	[UM]
Iconic Silver Metallic	[JS]
Carbonized Gray Metallic	[M7]
Forged Green Metallic	[L9]
Atlas Blue Metallic	[B3]
Extra Cost Paint (\$495.00)	
Rapid Red Metallic Tinted CC	[D4]
Stone Blue Metallic	[C8]
Burgundy Velvet Metallic Tinted CC	[R3]
Extra Cost Paint (\$795.00)	
Star White Metallic Tri-coat	[AZ]

Interior Colors

Ebony (C6) Sandstone (CN)

[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]

[] Explorer 4x4 ST Price K8G/400A

\$44,840.00

Limited Contains all XLT 202A Standard Items Plus

MECHANICAL

- Engine – 3.0L EcoBoost® V6 with Auto Start-Stop Technology

- SelectShift® Capability with Paddle Shifters

EXTERIOR

- 20.2 Gallon Fuel Tank
 - Black
 - Grille Mesh Insert
 - Liftgate Appliqué
 - Lower Bodyside Cladding
 - Sideview Mirror Cap (Gloss)
 - Skid Plate Elements, Front and Rear
 - Class IV Trailer Tow Package
 - Door Handles – Body Color with Black Insert
 - Exhaust Tips, Quad – Chrome
 - 'EXPLORER' Badge on Hood
 - Unique Blackout Treatment on Headlamps and Taillamps
 - Wheels – 20" Machined Aluminum with Painted Pockets
- No insert when Agate Black exterior paint is selected.

INTERIOR/COMFORT

- Enhanced Interior Finishes
 - Ebony Colored Uppers: Headliner, Overhead Console, Pillars, Grab Handles, Visors and Moonroof Shade
 - High Gloss Black Color on Center Stack
 - High Gloss Black Color on Door Armrest Carrier

- High Gloss Black Color on Lower Console Rails
- High Gloss Black Color with Satin Aluminum Surround on Steering Wheel Bezel
- High Gloss Black Color on Center Stack Buttons
- Floor Mats – Black Carpet with City Silver Stitching Front and Second Rows
- Instrument Panel Cluster – 12.3" Digital Productivity Screen
- Instrument Panel Film Accent Appliqués – Hexacut
- Interior Environment – Ebony • Seats (Refer to the Color & Trim Availability section for additional information)
 - Sport Captain's Chairs with E-Z Entry2
 - Leather Seating Surfaces with Miko® Micro-Perforated Inserts, City Silver Accent Stitching and ST Logo
- Steering Wheel, Heated – Sport Style with ST Logo

SAFETY/SECURITY

- Head Restraints
 - Four-Way Manually Adjustable Driver and Front Passenger (Two-way up/down when Dual-Headrest Rear Seat Entertainment System (50S) is ordered)
- Mirrors, Sideview – Power-Folding, Power and Heated Glass, ST Projection Lamps and Gloss Black Caps

FUNCTIONAL

- Sport-Tuned Suspension

Explorer ST Options

[] High 401A Package

Option Code

401A

Price

4995.00

- 110V/150W AC Power Outlet (replaces the Powerpoint Port on the rear side of the Center Floor Console)
- 360-Degree Camera with Split View
- Active Park Assist 2.0
- Ambient Lighting
- Auto-Dimming Rearview Mirror (Interior)
- B&O® Sound System by Bang & Olufsen®, 12 Speakers including Subwoofer
- Forward Sensing System
- Hands-Free, Foot-Activated Liftgate
- HD Radio™
- Memory Driver's Seat
- Mirrors, Sideview – Power-Folding with Autofold, Power and Heated Glass, LED Turn Signal Indicators, ST Projection Lamps, Driver's Side Auto Dimming, Driver/Passenger Side Memory and Gloss Black Caps
- Rain-Sensing Wipers (Front Only)
- Reverse Brake Assist
- Seats
 - Front Heated and Ventilated
 - Leather Seating Surfaces with Micro-Perforated Inserts, City Silver Accent Stitching and ST Logo
 - Second Row Heated
 - Third Row PowerFold® (folds flat)
- Steering Column – Power Tilt/Telescoping
- Universal Garage Door Opener (UGDO)
- Wireless Charging Pad
- Ford Co-Pilot360™ Assist+
 - Adaptive Cruise Control with;
 - Stop-and-Go
 - Lane Centering
 - Evasive Steering Assist
 - Voice-Activated Touchscreen Navigation System with Pinch-to-Zoom Capability, SiriusXM Traffic and Travel Link®

☐ Ford Co-Pilot360™ Assist+ Package (Included in 401A Package) 65S		895.00
• Adaptive Cruise Control with – Stop-and-Go – Lane Centering • Evasive Steering Assist • Voice-Activated Touchscreen Navigation System with Pinch-to-Zoom Capability, SiriusXM Traffic and Travel Link		
☐ Cargo Management System	21F	165.00
• Cargo Net • Cargo Well Rubber Mat • Reversible Load Floor		
☐ Auto Start-Stop Removal	52X	N/C
☐ Twin Panel Moonroof	439	1695.00
☐ 20" Premium Painted Aluminum Wheels	649	1295.00
☐ Seats- Second Row 35/30/35 Bench with E-Z Entry and Armrest	17U	N/C
☐ Floor Liners, Front and Second Rows	16B	200.00
☐ Engine Block Heater	41H	90.00
☐ License Plate Bracket Front	153	N/C
☐ Daytime Running Lights	942	45.00
☐ Extra keys with Integrated Keyless Entry ____@ \$275.00 ea = ____	SIG	_____

Total Price \$ _____

2022 Explorer ST Colors

Exterior Colors

Agate Black	[UM]
Iconic Silver Metallic	[JS]
Carbonized Gray Metallic	[M7]
Forged Green Metallic	[L9]
Atlas Blue Metallic	[B3]
Extra Cost Paint (\$495.00)	
Rapid Red Metallic Tinted CC	[D4]
Stone Blue Metallic	[C8]
Extra Cost Paint (\$795.00)	
Star White Metallic Tri-coat	[AZ]

Interior Colors

Ebony (V6/C6)

[]
[]
[]
[]
[]
[]
[]
[]
[]

2022 Explorer XLT

PAINT ^{S4}

COLOR

Carbonized Gray



SUMMARY

\$45,975

ESTIMATED NET PRICE ^{S5}

\$461

PER MONTH FOR 39 MONTH LEASE ^{S6}

PAINT ^{S4}

Custom Order Explained



Berger Chevrolet

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

2022 Chevrolet Traverse (1NW56) AWD 4dr LT Leather LIVONIA (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
1NW56	2022 Chevrolet Traverse AWD 4dr LT Leather

COLORS

CODE	DESCRIPTION
GAN	Silver Ice Metallic (Available with (WBL) Redline Edition.)

OPTIONS

CODE	DESCRIPTION
00G	Not Equipped with Heated Steering Wheel, see dealer for details (Vehicles built prior to November 22, 2021, include heated steering wheel. Certain vehicles built on or after November 22, 2021, will be forced to include (00G) Not Equipped with Heated Steering Wheel, which removes heated steering wheel. See the window label for the features on a specific vehicle.) *CREDIT*
00V	Not Equipped with Driver and Front Passenger Heated Seats see dealer for details (Vehicles built prior to 11-15-2021 include heated driver and front passenger seats. Certain vehicles built on or after 11-15-2021 will be forced to include (00V) Not Equipped with Heated Driver and Front Passenger Seats, which removes heated driver and front passenger seats. See the window label for the features on a specific vehicle.) *CREDIT*
00Y	Not Equipped with Rear Park Assist, see dealer for details (Vehicles built prior to December 20, 2021 include Rear Park Assist. Certain vehicles built on or after December 20, 2021, will be forced to include (00Y) Not Equipped with Rear Park Assist, which removes Rear Park Assist. See the window label for the features on a specific vehicle.) *CREDIT*
3LT	LT Leather Preferred Equipment Group Includes Standard Equipment
ABE	Seating, 7-passenger (2-2-3 seating configuration) (STD)
AR9	Seats, front bucket (STD)
CWA	Rear Camera Mirror Washer (Included and only available with (DRZ) Rear Camera Mirror.)
CXH	LT Premium Package includes (IOU) Chevrolet Infotainment 3 Plus system with connected Navigation and 8" diagonal HD color touchscreen, (UQA) Bose premium 10-speaker system, (DRZ) Rear Camera Mirror, (UV2) HD Surround Vision, (KSG) Adaptive Cruise Control, (UGN) Enhanced Automatic Emergency Braking, (UKK) Rear Pedestrian Alert, (DBT) Outside heated power-folding body-color mirrors with turn signal indicators and (KI6) 120-volt power outlet (Not available with (W40) Base 3LT Leather Package. Includes (Q6S) 20" machined face aluminum wheels with Technical Gray pockets.)
DBT	Mirrors, outside heated, power-adjustable, power-folding body-color with integrated turn signal indicators (Included and only available with (CXH) LT Premium Package.)
DRZ	Rear Camera Mirror, inside rearview auto-dimming with full camera display (Included with (CXH) LT Premium Package and includes (UV2) HD Surround Vision.)
FE9	Emissions, Federal requirements

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Data Version: 15643. Data Updated: Jan 25, 2022 1:01:00 AM PST.



Berger Chevrolet

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

2022 Chevrolet Traverse (1NW56) AWD 4dr LT Leather LIVONIA (✔ Complete)

OPTIONS

CODE	DESCRIPTION
GAN	Silver Ice Metallic (Available with (WBL) Redline Edition.)
H0Y	Jet Black, Leather-appointed seat trim (Required when (WJU) Midnight/Sport Edition or (ABC) 8-passenger seating is ordered.)
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 (Included and only available with (CXH) LT Premium Package.)
KI6	Power outlet, 120-volt, located on the rear of center console (Included and only available with (CXH) LT Premium Package.)
KSG	Adaptive Cruise Control (Included and only available with (CXH) LT Premium Package.)
LFY	Engine, 3.6L V6, SIDI, VVT (310 hp [232.0 kW] @ 6800 rpm, 266 lb-ft of torque [361 N-m] @ 2800 rpm) (STD)
M3V	Transmission, 9-speed automatic (STD)
PDG	LPO, Cargo Package includes (VRS) retractable cargo shade, LPO and (W2D) vertical cargo net, LPO
PDH	LPO, Interior Protection Package includes (VAV) first and second row all-weather floor mats, LPO, (VKN) third row all-weather floor mats, LPO and (VLI) all-weather cargo mat (Not available with (PDU) Premium Carpet Mat Package, LPO or (PDF) Floor Liner Package, LPO.)
Q3N	Tires, P255/55R20 all-season blackwall (Included and only available with (Q6S) 20" machined face aluminum wheels with Technical Gray pockets, (S2D) 20" Gloss Black painted aluminum wheels, LPO or (RZR) 20" aluminum wheels, LPO.)
Q6S	Wheels, 20" (50.8 cm) machined face aluminum with Technical Gray pockets (Included and only available with (CXH) LT Premium Package.)
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 or FRC. Not available with FDR or FGO order types.) *CREDIT*
UGN	Enhanced Automatic Emergency Braking (Included and only available with (CXH) LT Premium Package.)
UKK	Rear Pedestrian Alert (Included and only available with (UV2) HD Surround Vision.)
UQA	Audio system feature, Bose premium 10-speaker system with subwoofer in center console (Included and only available with (CXH) LT Premium Package. Replaces (UQF) 6-speaker system when (CXH) LT Premium Package is ordered.)
UV2	HD Surround Vision (Included with (CXH) LT Premium Package and (DRZ) Rear Camera Mirror.)
VAV	LPO, All-weather floor mats, first and second row (Included and only available with (PDH) Interior Protection Package, LPO.)
VKN	LPO, All-weather floor mats, third row (Included and only available with (PDH) Interior Protection Package, LPO.)

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Berger Chevrolet

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

2022 Chevrolet Traverse (1NW56) AWD 4dr LT Leather LIVONIA (✔ Complete)

OPTIONS

CODE	DESCRIPTION
VL1	LPO, All-weather cargo mat (Included and only available with (PDH) Interior Protection Package, LPO.)
VQ2	Fleet processing option
VRS	LPO, Cargo shade, retractable (Included and only available with (PDG) Cargo Package, LPO.)
VT1	Active Aero Shutters, upper (Included and only available with (KSG) Adaptive Cruise Control. Replaces (WMI) Active Aero Shutters when (CXH) LT Premium Package is ordered.)
W2D	LPO, Cargo net, vertical (Included and only available with (PDG) Cargo Package, LPO.)

Options Total

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2022 Chevrolet Traverse (1NW56) AWD 4dr LT Leather LIVONIA (✔ Complete)

Standard Equipment

Package

Convenience and Driver Confidence Package includes (IOS) Chevrolet Infotainment 3 Plus system with 8" diagonal HD color touchscreen, (UDD) multi-color Driver Information Center display, (KA1) heated front seats, (UG1) Universal Home Remote, (BTV) Remote Start and (TB5) rear power liftgate ((IOS) Chevrolet Infotainment 3 Plus system with 8" diagonal HD color touchscreen replaced with (IOU) Chevrolet Infotainment 3 Plus system with connected Navigation and 8" diagonal HD color touchscreen when (CXH) LT Premium Package is ordered. Vehicles built prior to 11-15-2021 include heated driver and front passenger seats. Certain vehicles built on or after 11-15-2021 will be forced to include (00V) Not Equipped with Heated Driver and Front Passenger Seats, which removes heated driver and front passenger seats. See dealer for details or the window label for the features on a specific vehicle.)

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Base 3LT Leather Package (Not available with (CXH) LT Premium Package.)

Mechanical

Engine, 3.6L V6, SIDI, VVT (310 hp [232.0 kW] @ 6800 rpm, 266 lb-ft of torque [361 N-m] @ 2800 rpm) (STD)

Transmission, 9-speed automatic (STD)

E10 Fuel capable

Engine control, stop-start system

Engine control, stop-start system override

Driver Mode Selector

Axle, 3.49 final drive ratio

Chassis, All-Wheel Drive System (Requires AWD models.)

Battery, heavy-duty 600 cold-cranking amps

Alternator, 170 amps

GVWR, 6160 lbs. (2800 kg)

Suspension, Ride and Handling

Steering, power

Brakes, 4-wheel antilock, 4-wheel disc, 17" front and rear

Electric Parking Brake

Capless fuel fill

Exhaust, dual-outlet with circular bright tips

Tool kit, road emergency

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2022 Chevrolet Traverse (1NW56) AWD 4dr LT Leather LIVONIA (✔ Complete)

Exterior

Wheels, 18-inch (45.7 cm) Bright Silver-painted aluminum (STD)

Tires, P255/65R18 all-season blackwall (STD)

Wheel, spare, 18" (45.7 cm) steel

Tire, compact spare, T135/70R18, blackwall

Roof rails, Black

Active Aero Shutters, upper and lower

Moldings, Black body-side

Headlamps, LED

IntelliBeam, auto high beam control

Headlamps, automatic on/off

Taillamps, LED

Mirror caps, body-color

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

Glass, deep-tinted

Wipers, front intermittent with washers

Wiper, rear intermittent with washer

Door handles, body-color

Liftgate, rear power

Entertainment

Audio system, Chevrolet Infotainment 3 Plus system 8" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, 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)

Audio system feature, 6-speaker system

SiriusXM Radio

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Berger Chevrolet

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2022 Chevrolet Traverse (1NW56) AWD 4dr LT Leather LIVONIA (✔ Complete)

Entertainment

SiriusXM with 360L Equipped with SiriusXM with 360L. Enjoy a trial subscription of the Platinum Plan package for the full 360L experience, with a greater variety of SiriusXM content, a more personalized experience and easier navigation. With the Platinum Plan package, you can also enjoy your favorites everywhere you go, with the SiriusXM app, online and at home on compatible connected devices. (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. GM connected vehicle services vary by vehicle model and require active service plan, working electrical system, cell reception and GPS signal. See onstar.com for details and limitations.)

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

Wireless Apple CarPlay/Wireless Android Auto

Active Noise Cancellation

Interior

Seats, front bucket (STD)

Seating, 7-passenger (2-2-3 seating configuration) (STD)

Seat trim, leather-appointed

Seat adjuster, driver 8-way power

Seat adjuster, front passenger 6-way power

Seat adjuster, power driver lumbar control

Seat adjuster, power passenger lumbar control

Seats, heated driver and front passenger (Vehicles built prior to 11-15-2021 include heated driver and front passenger seats. Certain vehicles built on or after 11-15-2021 will be forced to include (00V) Not Equipped with Heated Driver and Front Passenger Seats, which removes heated driver and front passenger seats. See dealer for details or the window label for the features on a specific vehicle.)

Seats, third row 60/40 split-bench, manual-folding

Head restraints, front, 2-way adjustable

Head restraints, second and third row outboard, 2-way manual-folding

Console, front center with 2 cup holders, covered storage bin with storage and removable tray

Floor mats, color-keyed all rows (Deleted when LPO floor mats or LPO floor liners are ordered.)

Steering wheel, leather-wrapped, 3-spoke

Steering wheel, heated (Vehicles built prior to November 22, 2021, include heated steering wheel. Certain vehicles built on or after November 22, 2021, will be forced to include (00G) Not Equipped with Heated Steering Wheel, which removes heated steering wheel. See dealer for details or the window label for the features on a specific vehicle.)

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2022 Chevrolet Traverse (1NW56) AWD 4dr LT Leather LIVONIA (✔ Complete)

Interior

Steering column, tilt

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

Display, 4.2" driver instrument information, enhanced, multi-color

Compass display, digital

Windows, power with driver Express Up/Down and front passenger Express-Down

Door locks, power programmable with lockout protection

Keyless Open includes extended range Remote Keyless Entry with lock/unlock feature

Remote Start

Keyless Start

Universal Home Remote includes garage door opener, programmable

Vehicle health management

Cruise control, electronic with set and resume speed

Remote panic alarm

Theft-deterrent system, electrical, unauthorized entry

Wireless Phone Charging

USB ports 2 first row, 2 second row, 2 third row

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Sensor, humidity and windshield temperature

Defogger, rear-window electric

Heater ducts, 2nd row

Cup holders, 10 total

Umbrella holders, driver and front passenger doors

Mirror, inside rearview manual day/night

Visors, driver and passenger illuminated vanity mirrors, covered

Lighting, interior with theater dimming, cargo compartment, reading lights for front seats, second row reading lamps integrated into dome light, door-and tailgate-activated switches and illuminated entry and exit feature

Cargo storage, bin under rear floor

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

StabiliTrak, stability control system with traction control

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2022 Chevrolet Traverse (1NW56) AWD 4dr LT Leather LIVONIA (✔ Complete)

WARRANTY

Warranty Note: <<< Preliminary 2022 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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2022 Bronco Sport

[] Base Price Bronco Sport Outer Banks 4x4, R9C/300A

\$31,174.00

Outer Banks Contains All Big Bend Equipment Plus:

EXTERIOR

- Bumper, Rear – Carbon Black
- Door Handles – Body Color
- Grille – Black with “BRONCO” Molded in White
- LED Fog Lamps • Painted Shadow Black Roof
- Tire – 225/60R18 All-Season (A/S) BSW
- Unique Roof-Rack Side Rails – Black • Wheels – 18” Machined-face Aluminum Ebony Black-painted

INTERIOR/COMFORT

- 110V/150W AC Power Outlet
- Ambient Lighting I
- Dual-Zone Electronic Automatic Temperature Control (DEATC)
- Floor Mats – Front and Rear Carpeted with “Bronco™ Sport” name (Front only)
- Instrument Panel – 6.5” Digital Screen
- Seats
 - Sport Contour Buckets
 - Leather-Trimmed

— 8-way Power Driver’s Seat (Fore/Aft, Up/Down, Recline, Lumbar)

— 6-way Power Passenger (Fore/Aft, Up/Down, Recline)

— Heated Front Seats

— Second Row – Rubberized Seat Backs

• Steering Wheel – Heated and Leather-Wrapped

• Windows, Power – Front and Rear. Front Row One-Touch Up/Down Feature (door mounted controls)

• Zipper Pockets – Front Driver/Passenger Seat Back with MOLLE Straps System

SAFETY/SECURITY

• Auto-Dimming Rearview Mirror

• LED Headlamps with LED Signature Lighting

FORD CO-PILOT360™ TECHNOLOGY

• Rain-Sensing Wipers (Front Only)

• Remote Start System

• Rear Parking Sensor 1 Single Color – Light Blue

FUNCTIONAL

• Intelligent Access (Lock/Unlock) with Push-Button Start and SecuriCode™ Keyless-Entry Keypad

• Windshield Wiper De-Icer

Optional equipment

[] Ford Co-Pilot360 Assist™ plus

- Adaptive Cruise Control with Stop-and-Go and Lane Centering
- Evasive Steering Assist
- Voice-Activated Touchscreen Navigation System with Pinch-to-Zoom Capability, SiriusXM Traffic and Travel Link®
- Speed Sign Recognition

[] Tech Package

- B&O Sound System by Bang & Olufsen, 10-Speakers and Subwoofer
- HD Radio
- Universal Garage Door Opener (UGDO)
- Wireless Charging Pad

[] Class II Trailer Tow Package with Trailer Sway Control

[] Cargo Management System (Shelf/Divider/Table)

[] Engine Block Heater

[] Floor Liners Front and Rear

[] Cargo Mat

[] Front and Rear Splash Guard

[] Front License Plate Bracket

[] Daytime Running Lights

Order Code

Price

47C

895.00

96D

1085.00

53B

640.00

90A

110.00

41H

100.00

50B

200.00

51B

130.00

63B

220.00

153

N/C

942

45.00

Total Price \$ _____

Color and Trim Availability on Outer Banks Trim Only

<u>Exterior Colors</u>		<u>Interior Colors</u>	
		<u>Ebony/Roast (9P)</u>	<u>Navy Pier (9N)</u>
Shadow Black Metallic	[G1]	[]	[]
Oxford White Metallic	[YZ]	[]	[]
Bronze Smoke Metallic	[EF]	[]	[]
Carbonized Gray Metallic	[M7]	[]	[]
Iconic Silver Metallic	[JS]	[]	[]
Area 51	[KU]	[]	[]
Cactus Gray	[H7]	[]	[]
Hot Pepper Red (Extra Cost \$495.00)	[EA]	[]	[]
Alto Blue (Extra Cost \$495.00)	[L3]	[]	[]
Cyber Orange (Extra Cost \$795.00)	[SB]	[]	[]

2022 Bronco Sport

☒ Base Price Bronco Badlands 4x4, R9D/400A

\$31,951.00

Badlands Contains All Big Bend Equipment Plus:

MECHANICAL

- 2.0L EcoBoost® with Auto Start-Stop Technology
- Advanced 4x4
- Off-Road Suspension
- SelectShift® with Paddle Shifters
- Twin Clutch Rear Drive Unit

EXTERIOR

- Bash Plates – Metal
- Bumpers, Front and Rear – Carbon Black
- Front Tow Hooks
- LED Fog Lamps
- Painted Shadow Black Roof
- Tires – 225/65 R17 All-Terrain (A/T)
- Full Size Spare
- Unique Grille – Carbon Gray with “BRONCO™” Molded in White
- Unique Roof-Rack Side Rails – Black
- Wheel – 17” Carbonized Gray-painted Aluminum
- Full Size Spare

INTERIOR/COMFORT

- 110V/400W AC Power Outlet (400W – Behind Center Console and Cargo Area)
- Air Registers – Black
- Console Floor – Unique (Rotary TMS Switch)
- Unique Floor Mats – Front and Rear with Logo
- Instrument Panel – 6.5” Digital Screen
- Rubberized Floor
- Seats

- 8-way Power Driver’s Seat (Fore/Aft, Up/Down, Recline, Lumbar)
- 6-way Manual Front Passenger (Fore/Aft, Up/Down with Manual Recline)
- Heated Front
- Sport Contour Buckets with Unique Cloth and Easy-to Clean
- Second Row – Rubberized Seat Backs
- Steering Wheel – Leather-Wrapped
- Under Seat Storage Compartment – Second Row – Passenger Seat only
- Windows, Power – Front and Rear, Front Row One-Touch Up/Down Feature (door mounted controls)
- Zipper Pockets – Front Driver/Passenger Seat Back with MOLLE Straps System

SAFETY/SECURITY

- LED Headlamps with LED Signature Lighting
- Trail Control™ for Off-Road

FORD CO-PILOT360™ TECHNOLOGY

- Front 180-Degree Camera with Split View and Washer

FUNCTIONAL

- Intelligent Access (Lock/Unlock) with Push-Button Start and SecuriCode™ Keyless-Entry Keypad
- Interior Noise Insulation
- Terrain Management System™ with 7 G.O.A.T. Modes™ + Differential Lock (Normal, ECO, Sport, Slippery, Mud/Ruts, Sand, & Rock Crawl)

Optional equipment

Order Code

Price

☒ Ford Co-Pilot360 Assist™ plus

47C

895.00

- Adaptive Cruise Control with Stop-and-Go and Lane Centering
- Evasive Steering Assist
- Voice-Activated Touchscreen Navigation System with Pinch-to-Zoom Capability, SiriusXM Traffic and Travel Link®
- Speed Sign Recognition

☒ Premium Package

96Q

2085.00

- 6-Way Power Driver (Fore/Aft, Up/Down, Recline) Leather Seats
- 4-Way Adjustable Head Restraint Driver and Front Passenger
- Auto-Dimming Rearview Mirror
- B&O Sound System by Bang & Olufsen, 10-Speakers and Subwoofer
- Door Handles – Body Color
- Dual-Zone Electronic Temperature Control (DEATC)
- HD Radio
- Leather-Trimmed with Mini-Perforation Two-Tone Seats
- Remote Start System
- Rear Parking Sensors
- Steering Wheel - Heated
- Universal Garage Door Opener (UGDO)
- Wireless Charging Pad

☐ 17" Carbonized Gray-painted Low Gloss Aluminum Wheel	64V	825.00
☐ Tire – Falken Wildpeak – 235/65R17 AT Off Road	T7F	525.00
☒ Class II Trailer Tow Package with Trailer Sway Control	53B	640.00
☒ Cargo Management System (Shelf/Divider/Table)	90A	110.00
☐ Engine Block Heater	41H	100.00
☐ Floor Liners Front and Rear	50B	200.00
☐ Cargo Mat	51B	130.00
☐ Front and Rear Splash Guard	63B	220.00
☐ Front License Plate Bracket	153	N/C
☐ Daytime Running Lights	942	45.00

2022 Bronco Sport

Total Price \$ _____

Color and Trim Availability on Badlands Trim Only

<u>Exterior Colors</u>		<u>Interior Colors</u>	
		<u>Ebony/Active Orange (L7)</u>	<u>Ebony Area 51 (LC)</u>
Shadow Black Metallic	[G1]	[]	[]
Oxford White Metallic	[YZ]	[]	[]
Bronze Smoke Metallic	[EF]	[]	[]
Carbonized Gray Metallic	[M7]	[]	[]
Iconic Silver Metallic	[JS]	[]	[]
Area 51	[KU]	[]	[]
Cactus Gray	[H7]	[]	[]
Hot Pepper Red (Extra Cost \$495.00)	[EA]	[]	[]
Alto Blue (Extra Cost \$495.00)	[L3]	[]	[]
Cyber Orange (Extra Cost \$795.00)	[SB]	[]	[]

2022 Ford Mustang

Major Standard Equipment

MECHANICAL

- 3.31 Limited-slip Rear-Axle
- Electronic Line-lock (Track Use Only)
- Engine – 2.3L EcoBoost®
- Fixed Top Mounts – Front Struts
- Independent Rear Suspension
- Launch Control (Manual Transmission Only)
- Transmission – 6-speed Manual – Reverse Lockout Pull Ring

EXTERIOR

- Convertible Top (features are standard with available Convertible)
 - Center Latch
 - Electromechanical Drive
- Fully-lined Cloth Top
- Dual Bright Exhaust with Rolled Tips
- Easy Fuel® Capless Fuel-Filler
- Hood Vents
- LED Front Park/Turn Lamps
- LED Taillamps with Sequential Turn Signals
- Pony Appliqué Badge
- Tire Inflator and Sealant Kit
- Tires – P235/55R17 BSW All-Season (A/S)
- Wheel – 17" X 7.5" Sparkle Silver-painted Aluminum

INTERIOR/COMFORT

- "Carbon Zag" Instrument Panel Finish
- Climate Control
 - Air Conditioning Manual
- Cabin Particulate Air Filter
- Console – Full Armrest
- Cupholders – two (2)
- Door-Trim
- Driver Footrest
- Dual Illuminated Visor Vanity Mirrors
- Floor Mats – 1 st Row Carpeted, Black
- Foot Pedal – Black
- Front Map Lights
- Glove Box with Lockable Door
- Leather-wrapped Gear Shift Knob (Manual Only)
- Leather-wrapped Mechanical Parking Brake Handle
- Power Door-Locks • Powerpoints – two (2)
- Satin Chrome Instrument Cluster Register Vents and Cupholder Surround
- Seats
 - 4-way Manual Driver
 - 2-way Manual Passenger
- Front Seats – Cloth Buckets
- Driver Memory Recline
- Rear-Seat – Split-bench, folding (Fastback Only)
- Steering Wheel
 - Audio Control
 - Cruise Control
- Soft Split-Leather-wrapped
- Tilt/Telescoping Steering Column
- Sunglass Bin
- Windows, Power – Front One-touch-Up/Down with Global Open

SAFETY/SECURITY

- 4-Way Adjustable Head Restraints Front-Seats
- AdvanceTrac® with Electronic Stability Control
- Airbags
 - Driver Knee Airbag
 - Driver/Passenger Side-impact Airbags
 - Dual Front Airbags
 - Glove-box-door-integrated Knee Airbag

- Side Curtain Airbags (Fastback only)
- Auto-dimming Rearview Mirror
- Security Package (Standard on Convertible Only)
 - Active Anti-Theft System
 - Electronic-locking Center Console
 - Wheel Locking Kit
- Illuminated Entry
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tether Anchors for Children)
- LED Headlamps with Configurable Daytime Running Lamps
 - LED Signature Lighting
 - Wiper-Activated
- Mirrors, Sideview
- Body-Color Caps
- Manual-folding
- Power Glass
- MyKey®
- Personal Safety System™
 - Driver and Front-Passenger (seat belt pre-tensioners, Load limiting retractors, driver seat position sensing and crash severity sensing)
 - Front and Rear – Belt Minder® (Safety Belt Reminder)
- Rear-window Defroster
- Remote Keyless-Entry System
- Security
 - Perimeter Alarm
 - SecuriLock® Passive Anti-Theft System
- SOS Post-Crash Alert System™
- Vented Four-wheel Disc Power Brakes

FORD CO-PILOT360™ TECHNOLOGY

- Ford Co-Pilot360™ includes;
 - Auto High-Beam Headlamps
 - BLIS® (Blind Spot Information System) with Cross-Traffic Alert
 - Lane-Keeping System (includes Lane-Keeping Assist, Lane-Keeping Alert and Driver Alert)
 - Pre-Collision Assist with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support)
 - Rear View Camera
 - Headlamps – AutoLamp (automatic on/off)
 - Hill Start Assist
 - Rain-Sensing Wipers

FUNCTIONAL

- Active Noise Cancellation (Convertible Only)
- Audio — 6 Speakers — AM/FM Stereo — MP3 Capable
- Electric Power-Assisted Steering (EPAS) with Selectable Effort
- Electronic Sound Enhancement (Fastback Only)
- FordPass™ Connect
 - 4G LTE Wi-Fi hotspot connects up to 10 devices
 - Remotely start (auto only), lock and unlock vehicle
 - Schedule specific times to remotely start (auto only) vehicle
 - Locate parked vehicle
 - Check vehicle status
- Intelligent Access with Push-button Start
- SYNC®
 - Enhanced Voice Recognition Communications and Entertainment System
 - 4.2" LCD Screen in Center Stack
 - AppLink® — 911 Assist®
 - Smart-Charging USB Ports – two (2)
- TrackApps™

Base Price

[X] Mustang GT V8 Premium Fastback P8C/400A/99F/44U

\$39,292.00

MECHANICAL

- 3.55 Limited-slip Rear-Axle
- Engine – 5.0L Ti-VCT V8 Note: Includes Port Fuel Direct Injection (PFDI)
- Engine Oil Cooler
- Larger Brake Rotors with Four-Piston Fixed Calipers
- MT82-D4 Manual Transmission (5.0L only) – Includes Dual Mass Flywheel and Twin Disc Clutch
- Rev Matching included with MT82-D4 Manual Transmission
- Selectable Drive Modes with Toggle Switches

EXTERIOR

- 5.0L Fender Badge
- Dual 3.5" Exhaust with Quad Tips
- GT Rear Appliqué Badge
- LED Fog Lamps
- Raised Blade Decklid Spoiler – Body-Color
- Tires – 235/50R18 BSW All-Season (A/S)
- Unique High Gloss Black Painted Front Grille
- Unique Rear Valance
- Wheel – 18" X 8" Machined-face Aluminum with High gloss Ebony Black Painted Pockets

INTERIOR/COMFORT

- Aluminum Foot Pedals
- Ambient Lighting with MyColor® and 4.2" Cluster
- "Angled Brush" Aluminum Instrument Panel
- Bright Door Speaker Surround
- Climate Control – Dual-zone Electronic Automatic Temperature Control (DEATC)
- Illuminated Door-sill Scuff Plates
- Leather Wrapped Steering Wheel

- Premium Door-Trim
- Satin Cup Holder, Air Vent and Instrument Cluster Surrounds
- Seating
 - 6-way Power Driver Seat w/Power Lumbar
 - 4-way Power Passenger Seat
 - Leather-Trimmed (front), Vinyl (Rear)
 - Climate Controlled (Heated and Cooled; Driver and Front Passenger only)
- "Silver Arrow" Aluminum Instrument Panel Finis
- Soft Door Rollover

SAFETY/SECURITY

- Mirrors – Heated and Pony Puddle Lamp

FORD CO-PILOT360™ TECHNOLOGY

- Rear Parking Sensors FUNCTIONAL
- Audio
 - Nine (9) Speaker Sound System with Amplifier
 - SiriusXM® Radio
- Rear Parking Sensors
- SYNC® 3
 - Enhanced Voice Recognition Communications and Entertainment System
 - 8" LCD Capacitive Touchscreen in Center Stack with Swipe Capability
 - Pinch-to-Zoom capability included when equipped with available Voice-Activated Touchscreen Navigation System
 - AppLink®
 - 911 Assist®
 - Apple CarPlay™ and Android Auto™ Compatibility
 - Smart-Charging USB ports – two (2)

Available Options for Hybrid SE Package

	Option #	Price
[x] Ford Safe and Smart Package	77S	725.00
• Adaptive Cruise Control		
• Voice-Activated Touchscreen Navigation System with Pinch-to Zoom Capability, SiriusXM Traffic and Travel Link		
[x] 20 inch Premium-painted Aluminum Wheels	649	1350.00
[x] Mini Spare Wheel and Tire	66W	415.00
[x] Premium Floor Liners Front and Rear	12A	200.00

Total Price \$41,982.00 ea

Exterior Color

Shadow Black

[G1]

Interior Trim Colors

Ebony 41

[x]

TODD WENZEL CHEVROLET

3156 Highland Dr, PO Box 310
Hudsonville, MI 49426

ALBERT LI

Fleet / Municipal Sales
Ph (734) 713-1065 Fax (734) 467-7181
ali@toddwenzel.com

State of Michigan MiDeal Contract # 071B7700178
MiDeal Spec # 1010-POL

City Of Livonia PD Pricing

(MiDeal Pricing)

2022 Chevrolet Tahoe 4wd PPV Utility

7400# GVWR 5.3L V8 Gas / 10-Spd Auto Trans 4wd 9C1 Pkg

SPEC 1010 - 2022 Chevrolet Tahoe 4wd PPV Utility	\$ 35,969.00
STK – MiDeal Dealer Incoming Stock Order Credit Adj.	\$ 1,492.00
AMF – Add'l Keyfob Pkg (4 Add'l Fobs w/ Dlr Program)	\$ 482.00
BTV – Remote Engine Starter	\$ 273.00
6C7 – Auxiliary Dome Light (Red/White)	\$ 154.70
6J3 – Wiring, Grille Lamps & Siren Speakers	\$ 83.72
6J4 – Wiring, Horn & Siren Circuit	\$ 50.05
6J7 – Flasher System, Headlamp/Taillamp, Control Wire	\$ 45.50
6N5 – Switches, Rear Window Inoperative	\$ 51.87
6N6 – Inside Rear Door Locks and Handles Inoperative	\$ 56.42
7X2 – Spotlamps, Left & Right Hand Pillars, LED	\$ 1,219.40
9G8 – Delete DRL & Auto Headlamp Control	\$ 45.50
T53 – Rear Compartment Lid Lamps, Red/Blue Flashing	\$ 514.15
UTQ – Theft Deterrent System Disable	\$ 45.50
VPV – Kerr Industries Ship Thru & Del. to Livonia, MI	\$ 492.00
Total	\$ 40,974.81

Option:

BBX – Extend GM 3mo/36k Warranty to 60mo/60k mi + \$ 1,208.00
(GM Original Bumper to Bumper Warranty)

Prices Quoted are for a MiDeal Dealer Incoming Factory Order.
Limited Availability of Units; Subject to Prior Sale.
FOB Livonia, MI



Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

Vehicle: [Fleet] 2022 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$51,400.00
Total Options	(\$1,503.00)
Vehicle Subtotal	\$49,897.00
Destination Charge	\$1,695.00
Grand Total	\$51,592.00

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Todd Wenzel Buick-GMC and Chevrolet

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Vehicle: [Fleet] 2022 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
CK10706	2022 Chevrolet Tahoe 4WD 4dr Commercial

COLORS

CODE	DESCRIPTION
GBA	Black

OPTIONS

CODE	DESCRIPTION
Z56	Suspension Package, heavy-duty, police-rated.
FE9	Emissions, Federal requirements
L84	Engine, 5.3L EcoTec3 V8
MHS	Transmission, 10-speed automatic
C6C	GVWR, 7400 lbs. (3357 kg)
GU5	Rear axle, 3.23 ratio
1FL	Commercial Preferred Equipment Group
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit
GBA	Black
AZ3	Seats, front 40/20/40 split-bench
H1T	Jet Black, Cloth seat trim
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen
9C1	Identifier for Police Package Vehicle
AMF	Remote Keyless Entry Package
V03	Cooling system, extra capacity
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating
K3W	Battery, 900 cold-cranking amps with 95 amp hour rating
KX4	Alternator, 250 amps
RC1	Skid plate, front
J55	Brake system, heavy duty
—	Capless Fuel Fill

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Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

Vehicle: [Fleet] 2022 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

OPTIONS

CODE	DESCRIPTION
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit
WUA	Fascia, front high-approach angle
V53	Luggage rack side rails, delete
—	Exterior ornamentation delete
UDA	OnStar deactivated (does not delete Bluetooth)
ATD	Seat delete, third row passenger
VZ2	Speedometer calibration
—	Instrumentation, analog
AU7	Key common, fleet
BTV	Remote start
—	Theft-deterrent system, vehicle, PASS-Key III
—	Power supply, 50-amp, power supply, auxiliary battery
—	Power supply, 100-amp, auxiliary battery, rear electrical center
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery
—	Seat belts, 3-point, all seating positions
R9Y	Fleet Free Maintenance Credit.
VXT	Incomplete vehicle
—	Protected idle
BCV	Lock control, driver side auto door lock disable
5T5	Seats, front cloth and second row vinyl
6C7	Lighting, red and white front auxiliary dome
6E2	Key common, complete vehicle fleet
6J3	Wiring, grille lamps and siren speakers
6J4	Wiring, horn and siren circuit
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire
5J1	Calibration, keyless remote panic button and exterior lights/horn disable
5J3	Calibration, Surveillance Mode interior lighting
5J9	Calibration, taillamp flasher, Red/White
5LO	Calibration, taillamp flasher, Red/Red

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Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

Vehicle: [Fleet] 2022 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

OPTIONS

CODE	DESCRIPTION
6N5	Switches, rear window inoperative
6N6	Door locks and handles, inside rear doors inoperative
7X2	Spotlamps, left- and right-hand
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete
T53	Lamps, alternate flashing Red & Blue rear compartment lid warning
T66	Wiring provision, for outside mirrors and cargo side mirrors
UT7	Ground wires, blunt cut cargo area and blunt cut console area
UTQ	Theft-deterrent system
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly
Options Total	

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Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

Vehicle: [Fleet] 2022 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Standard Equipment

Mechanical

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

Rear axle, 3.23 ratio

Suspension Package, Premium Smooth Ride (STD)

GVWR, 7500 lbs. (3402 kg) (4WD models only.) (STD)

Automatic Stop/Start (Vehicles built with a V8 engine will have (NSS) Not Equipped with Automatic Stop/Start, which removes Automatic Stop/Start, Engine control stop/start disable button and its content. See dealer for details.)

Engine control, stop/start system disable button, non-latching (Vehicles built with a V8 engine will have (NSS) Not Equipped with Automatic Stop/Start, which removes Automatic Stop/Start, Engine control stop/start disable button and its content. See dealer for details.)

Engine air filtration monitor

Fuel, gasoline, E15

Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed (4WD models only. Deleted when (NHT) Max Trailering Package is ordered.)

Differential, mechanical limited-slip

4-wheel drive

Air filter, heavy-duty

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 800 cold-cranking amps with 80 amp hour rating

Alternator, 220 amps

Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

Trailer sway control

Hitch Guidance

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Exhaust, single system, single-outlet

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Todd Wenzel Buick-GMC and Chevrolet

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Vehicle: [Fleet] 2022 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Mechanical

Mechanical Jack with tools

Exterior

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)

Wheel, full-size spare, 17" (43.2 cm)

Tire, spare P265/70R17 all-season, blackwall

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, upper

Fascia, front

Luggage rack side rails, roof-mounted, Black

Assist steps, Black with chrome accent strip

Headlamps, LED

Lamps, stop and tail, LED

Mirrors, outside heated power-adjustable, manual-folding, body-color

Mirror caps, body-color

Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Glass, acoustic, laminated

Glass, windshield shade band

Windshield, solar absorbing

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Door handles, body-color

Liftgate, rear manual

Entertainment

Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system

SiriusXM Radio delete

Infotainment display, 8" diagonal touchscreen

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Vehicle: [Fleet] 2022 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Entertainment

Bluetooth for phone personal cell phone connectivity to vehicle audio system

Wireless Apple CarPlay/Wireless Android Auto

Wi-Fi Hotspot capable (Standard with (UE1) OnStar only. Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench (Not available with (D07) center floor console and (USR) USB data ports.) (STD)

Keyless start, push button

Seat adjusters, 8-way power includes 6-way power front passenger seat with 2-way power lumbar

Seat adjusters, 10-way power includes 8-way power driver seat with 2-way power lumbar

Seats, second row 60/40 split-folding bench, manual

Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)

Electronic Precision Shift

Steering column, lock control, electrical

Steering column, manual tilt and telescopic

Steering wheel, urethane

Steering wheel controls, mounted audio, Driver Information Center, cruise control and Forward Collision Alert following gap button (if equipped) (left backside Seek/Scan steering wheel radio buttons are inoperable; these 2 buttons can be repurposed for aftermarket emergency equipment)

Driver Information Center, 4.2" diagonal color display includes driver personalization

Rear Seat Reminder

Door locks, power programmable with lockout protection and delayed locking (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on driver door.)

Keyless Open includes extended range Remote Keyless Entry

Cruise control, electronic with set and resume speed

Theft-deterrent system, content, electrical, unauthorized entry

USB data ports, 2, one type-A and one type-C, located within center console

USB charging-only ports, 4, (2) located on rear of center console and (2) in 3rd row (1 left and 1 right side below quarter glass side window) (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, (2) type-C ports are moved to the rear of center seat base and (2) type-C are moved to the cargo area. Deleted when (A50) front bucket seats are ordered.)

Window, power with driver Express-Up/Down

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Todd Wenzel Buick-GMC and Chevrolet

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Vehicle: [Fleet] 2022 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Interior

Window, power with front passenger Express-Up/Down

Windows, power with rear Express-Down

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Air conditioning, rear

Defogger, rear-window electric

Power outlets, 2, 120-volt, located on the rear of the center seat and rear cargo area

Power outlet, front auxiliary, 12-volt, located in the center stack of instrument panel

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, sliding

Assist handles, overhead, driver and front passenger, located in headliner

Assist handles, front passenger A-pillar and second row outboard B-pillar (Deleted when SEO (7X2) left- and right-hand spotlamps or SEO (7X3) left-hand spotlamp are ordered.)

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. On Police/Special Service vehicles, the control switch is located in the roof console in lieu of the driver - and passenger-side door switch with delayed entry feature.

Cargo management system

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

Hill Start Assist

StabiliTrak, stability control system with brake assist, includes traction control

Safety-Exterior

Daytime Running Lamps, reduced intensity low beam

Safety-Interior

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 invehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Deleted when (A50) front bucket seats are ordered. 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.)

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Vehicle: [Fleet] 2022 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Safety-Interior

Front outboard Passenger Sensing System for frontal outboard passenger airbag (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.)

Front and Rear Park Assist

Following Distance Indicator

HD Rear Vision Camera

Front Pedestrian Braking

Lane Keep Assist with Lane Departure Warning

Forward Collision Alert

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 (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, defaulted off. Feature can be turned on in the Infotainment menu.)

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions (Deleted when (ATZ) second row seat delete is ordered.)

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

WARRANTY

Warranty Note: <<< Preliminary 2022 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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LaFontaine CDJR-Lansing

6131 S. Pennsylvania Ave.

Lansing, MI 48911

517-394-1022-Direct

517-394-1205-Fax

mdeacon@lafontaine.com

QUOTATION

Name:	<u>City of Livonia</u>		
Address:	<u></u>		
City:	<u></u>	State:	<u></u> Zip: <u></u>
Contact:	<u>Rollie Hoskin</u>		
Phone:	<u>734.466.2311</u>		
Email:	<u>rollie.hoskin@livonia</u>		

Date:	<u>11/24/2021</u>
Quote:	<u>112421</u>

State of Michigan	
2022 Dodge Durango Pursuit AWD	\$33,688.00
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
ADL Skid Plate Group	\$295.00
Note per contract delivery is available @ \$2.00 per one way mileage.	
Total for 2 Dodge Durango's \$75894.00	
Total Cost:	\$37,947.00

Signed: Michelle Deacon

Item / Description / Order Number	Cost each	Quantity	Total Cost
SUBTOTAL FROM PRIOR PAGE			\$151,788.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
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			0.00
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			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
Subtotal			\$151,788.00
Shipping & Handling (enter in "Cost Each" column)			\$0.00
TOTAL			\$151,788.00

Please contact Computers at x2020 if you have any trouble with this form.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 16, 2022**

Meeting was called to order at 8:02 p.m. by President Jim Jolly. Present: Vice President Laura Toy (via conference phone), Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier; City Attorney, Thomas Goralski; Police Chief and Doug Moore, Assistant Director of Public Works.

8. REQUEST FOR AUTHORIZATION TO WAIVE THE FORMAL BIDDING PROCESS AND AUTHORIZE CONTRACT WITH SOLE SOURCE PROVIDER: Division of Police, re: for a two-year agreement with Motorola Solutions, Inc., from budgeted funds.

Thomas Goralski, Police Chief, presented the request to Council. He noted that they haven't gone before Council to renew this contract in prior years, because they came in under \$15,000.00. In the past year, they upgraded their EOC, the supplemental dispatch center by adding more equipment, so the price of servicing and maintaining it has gone up. He then explained the many services and support they provide.

Scott Morgan offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

8.

Police
February 3, 2022

MEETING DATE

Study Meeting of
February 16, 2022

PREPARED BY

Diane Warterian, Program Supervisor,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO WAIVE THE FORMAL BIDDING PROCESS AND AUTHORIZE CONTRACT WITH SOLE SOURCE PROVIDER: Division of Police, re: for a two-year agreement with Motorola Solutions, Inc., from budgeted funds.

BACKGROUND

Motorola Solutions has been a reliable provider of technical support, on-site infrastructure response, repair, advanced replacement services, technical support and network preventable maintenance. Previous annual maintenance agreements of our Motorola proprietary information and equipment were less than \$15,000 per year and therefore did not necessitate City Council approval. However, this past year several radio consoles and related equipment have been added to the system, requiring it to be added to our maintenance agreement. The cost of the new agreement now exceeds \$15,000 per year and therefore requires council approval. Motorola has agreed to provide a two-year agreement.

RECOMMENDATION

It is recommended by the Division of Police that this new service agreement with Motorola Solutions be accepted. Motorola provides hands-on customer support for our public safety radio system, which includes a 24/7/365 support center to manage service requests, track cases and dispatch repair teams when necessary. The service agreement provides for infrastructure repair and/or replacement of certain equipment, technical support to answer questions and resolve problems, and provides network preventative maintenance and testing.

FISCAL CONSIDERATION

This is a budgeted expenditure utilizing Public Safety Communication Funds in account #261-000-818-000 (Contractual Services). The first year will be \$21,000.00 for 05/01/2022-04/30/2023 and the second year will be a 4% increase to \$21,840.00 for 05/01/2023-04/30/2024.

ATTACHMENTS

1. Livonia 2022 Motorola Service Agreement 2.1

APPROVED BY



Thomas Goralski, Police Chief

Date: February 04, 2022



Michael Slater, Finance Director

Date: February 04, 2022



Paul Bernier, City Attorney

Date: February 04, 2022



Maureen Miller Brosnan, Mayor

Date: February 04, 2022



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1509006
Contract Number: USC000002792
Contract Modifier:

Date: 01/25/2022

Company Name: LIVONIA, CITY OF

Attn:

Billing Address: 33000 CIVIC CENTER DR

City, State, Zip: LIVONIA , MI, 48154

Customer Contact:

Phone:

Required P.O. :

Customer # : 1000521519

Bill to Tag # :

Contract Start Date : 01-May-2022

Contract End Date : 30-Apr-2024

Anniversary Day : Apr 30th

Payment Cycle : ANNUALLY

PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A SVC02SVC0344A SVC02SVC0343A LSV01S01107A SVC04SVC0169A SVC02SVC0433A	ASTRO SUA II UO IMPLEMENTATION SERVICES RELEASE IMPLEMENTATION TRAINING RELEASE IMPACT TRAINING ASTRO SYSTEM ESSENTIAL PLUS PACKAGE SYSTEM UPGRADE AGREEMENT II ASTRO SUA II FIELD IMPLEMENTATN SVC 05/01/2022-04/30/2023 05/01/2023-04/30/2024	 \$21,000.00 \$21840.00
		Subtotal - Recurring Services	\$42,840.00
		Subtotal - One-Time Event Services	\$0.00
		Total	\$42,840.00
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.



SERVICE AGREEMENT

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Highlighted cybersecurity services added when applicable:

SECURITY PATCHING

Remote Security Update Service

☐ Does Not Apply

☒ Opt Out - I have received a briefing on this service and choose not to subscribe.

Security Update Service

☐ Does Not Apply

☐ Opt Out - I have received a briefing on this service and choose not to subscribe.

THREAT DETECTION

Managed Detection & Response

☐ Does Not Apply

☒ Opt Out - I have received a briefing on this service and choose not to subscribe.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Mark Blaser

4408654306

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : LIVONIA, CITY OF
Contract Number : USC000002792
Contract Modifier :

Contract Start Date : 01-May-2022
Contract End Date : 30-Apr-2024

2. Overview of Services

This section briefly describes the services **CUSTOMER NAME** will receive under your contract. For further details, on the terms of your contract or your contracted Statement of Work, please contact your Customer Support Manager or Account Executive.

Dispatch Service

The System Support Center's (SSC) Call Center Operations is the central point of contact for all your technical customer service requests. Their function is to manage all calls so the request will be tracked and monitored from beginning to end, via the Case management process. With detailed accounts of each customer system at our fingertips, Customer Support Representatives are trained to prompt the caller for information necessary to understand the situation and determine the next steps to be taken. The team tracks the status of your Case and ensures that all personnel involved have access to your information. If a problem is experienced during the Case management process, the Customer Support Representative may escalate the issue to the appropriate service management team. Appropriate action will be taken to resolve the issue and ensure customer satisfaction and Motorola compliance to our contracted commitments.

Onsite Infrastructure Response

If the Call Center Operations determines that hands-on support is needed to resolve the problem, they will dispatch the appropriate Motorola Local Service Provider to perform repairs, such as exchange fru's, or take other appropriate action. OnSite Infrastructure Response provides for on-site Motorola Local Service Provider response as determined by pre-defined severity levels and response times in Section 7 of this document. Severity 1 issues are dispatched twenty four (24) hours a day, three hundred sixty five (365) days a year including holidays.

The standard Response time is 4 hours or less for Severity 1 events.

Infrastructure Repair

In the event the Motorola Local Service Provider finds a malfunctioning board/unit at the site location; the Motorola Local Service Provider will contact the System Support Center's Call Center to request a return authorization (RA) number. The Motorola Local Service Provider will remove the malfunctioning board/unit and ship to the Infrastructure Depot Operations Center (IDO) in Elgin, IL for repair.

Upon receipt of malfunctioning equipment, the Infrastructure Depot Operations (IDO) will fully system test and repair malfunctioning Motorola manufactured boards/units down to the component level utilizing automated test equipment. A system test is performed to ensure that all software and hardware is set to current customer configuration. If the unit is not manufactured by Motorola, the unit may be returned to the Original Equipment Manufacturer (OEM) for repair or other third party vendor for repair. Motorola will coordinate and track third-party equipment sent to the original equipment manufacturer or third party vendor for service.

Once the equipment is received from the IDO, the Motorola Local Service Provider will either re-install the equipment or return to the customer's spare inventory.

Advanced Replacement

Upon availability, Motorola will send via overnight delivery service an advanced field replacement unit(s) (FRU) in exchange for your malfunctioning unit(s). Motorola's IDO will provide new or reconditioned units as FRU. Malfunctioning unit(s) are evaluated and repaired by the IDO and returned to the IDO's FRU inventory upon completion of repair. Non-standard configurations and Customer-modified units are excluded from this service.

Technical Support

Technical Support is available 7 days a week, 24 hours a day for Severity 1 issues, as defined in Section 7. The Motorola System Support Center's (SSC) staff will work with your local service organization or technicians to handle questions related to your Motorola 2-way communications system. The SSC's System Technologists may dial into a system to more clearly define a problem and determine the area of failure in order to decide on the most suitable action plan. If the problem is beyond the scope of the SSC's staff, they will contact key personnel who are involved with the design, development, and manufacture of your communication products for resolution.

Network Preventative Maintenance

The Network Preventative Maintenance provides an annual operational test to ensure your Equipment meets original manufacturer's specifications. Network Preventative Maintenance can be purchased along with/without Dispatch Service. If Dispatch Service is purchased, and the Network Preventative Maintenance schedule has not been pre-determined, it is the Customer's responsibility to schedule the Network Preventative Maintenance with Motorola's System Support Center.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1509006
Contract Number: USC000002792
Contract Modifier:

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this agreement.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



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SERVICE AGREEMENT

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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer is exempt from, and will not be billed for property taxes, sales and use taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 09, 2021

ASTRO[®] 25 OnSite Infrastructure Response & Dispatch Service Statement of Work

Version 1.6

OnSite Infrastructure Response and Dispatch Service Overview

Motorola's OnSite Infrastructure Response & Dispatch service provides case management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening a case for onsite support and monitoring the status of that case to ensure strict compliance to committed response times.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.1 Description of Services

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Severity Levels set forth in Section 4.0 - Severity Level Definitions and Response times set forth in Section 5.0 – Severity Level Response Time Commitments table in order to restore the system.

Motorola will provide case management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and case closure. The SSC will continuously track and manage cases from creation to close through an automated case tracking process.

1.2 Scope

OnSite Infrastructure Response & Dispatch service is available 24 hours a day, 7 days a week in accordance with [Severity Level Definitions](#) and [Severity Level Response Time Commitments](#) listed in sections 4.0 and 5.0 of this document.

1.3 Geographic Availability

OnSite Infrastructure Response and Dispatch is available to customers worldwide where Motorola servicers are present. Response times are based on the customer's local time zone.

1.4 Inclusions

Onsite Infrastructure Response and Dispatch Service can be delivered on Motorola-sold infrastructure.

2.0 Motorola has the following responsibilities:

- 2.1. Receive service requests.
- 2.2. Create a case as necessary when service requests are received. Gather information to perform the following:
 - 2.2.1. Characterize the issue.
 - 2.2.2. Determine a plan of action.
 - 2.2.3. Assign and track the case to resolution.
- 2.3. Dispatch a servicer as required by Motorola standard procedures and provide necessary case information collected in 2.2.
- 2.4. Ensure the required personnel have access to customer information as needed.
- 2.5. Servicer will perform the following on-site:
 - 2.5.1. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
 - 2.5.2. Replace defective Infrastructure or FRU, as supplied by customer¹.

- 2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.
- 2.5.4. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.
- 2.6. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan required by section 3.2. If verification by customer cannot be completed within 20 minutes of restoration, the case will be closed and the Servicer will be released.
- 2.7. Escalate the case to the appropriate party upon expiration of a response time.
- 2.8. Close the case upon receiving notification from customer or servicer, indicating the case is resolved.
- 2.9. Notify customer of case status as defined by the Customer Support Plan:
 - 2.9.1. Open and closed; or
 - 2.9.2. Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
- 2.10. Provide Case activity reports to customer if requested.

3.0 Customer has the following responsibilities:

- 3.1. Contact Motorola, as necessary, to request service.
- 3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
 - 3.2.1. Case notification preferences and procedure.
 - 3.2.2. Repair verification preference and procedure.
 - 3.2.3. Database and escalation procedure forms.
 - 3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
- 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned system ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open a case.
- 3.4. Allow Servicers access to equipment.
- 3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system as set forth in paragraph 2.5.2.
- 3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.
- 3.7. Maintain and store in an easily accessible location proper system backups.
- 3.8. For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer in accordance with section 3.2.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

¹Infrastructure Repair with Advanced Replacement (IRAR) is a service offering that provides repair and replacement of infrastructure equipment. IRAR enhances Onsite and Dispatch Service by enabling a faster response and repair times.

4.0 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available. The following are examples of this kind of severity: • 33% of call processing resources impaired • Site Environment alarms: - o Smoke - o Unauthorized access - o Temperature - o Power failure
Severity 2	This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management). The following are examples of this kind of severity: • Less than 33% of call processing resources impaired • Failure of a single redundant component
Severity 3	This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place. The following are examples of this kind of severity: • Intermittent faults that are infrequent and minor impact to core services • Statistical reporting problems
Severity 4	This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity: • Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. • Faults that have no impact in how the user perceives the system to work. • Cosmetic issues. • Requests for information. • Preventive Maintenance

5.0 Severity Level Response Time Commitments

(Customer's Response Time Classification is designated in the Customer Support Plan.)

Severity Level	Standard Response Time
Severity 1	Within 4 hours from receipt of notification continuously
Severity 2	Within 4 hours from receipt of notification Standard Business Day
Severity 3	Within 8 hours from receipt of notification Standard Business Day
Severity 4	Within 12 hours from receipt of notification Standard Business Day

ASTRO[®] 25 Technical Support Statement of Work

Version 1.4

Technical Support Overview

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO network expertise and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola System Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Technical Support provides access to a solutions database, as well as access to in house test labs and additional Motorola technical resources

Motorola applies industry best practices in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.1 Description of Technical Support Services

Motorola's System Support Center (SSC) will provide technical support to assist the customer's technical resources of the Motorola's currently supported infrastructure. This team of highly skilled professionals is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

The Technical Support Operations is available 24 hours a day; 7 days per week to support technical requests ([see severity level response time commitments](#)). Calls requiring incidents, problems, or service requests will be logged in Motorola's issue management system. This ensures that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. The Technical Support Operations shall assign the priority level as in accordance with the agreed [Severity Level Definitions](#) stated in this document.

Motorola will track the progress of each case from initial logging to resolution. Motorola will ensure that the customer is advised of the case progress and informed of tasks that require further investigation and assistance from the customer's technical resources

The provision of this service requires that the customer provides a suitably trained technical resource that delivers maintenance and support to the system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.2 Scope

Technical Support service is available 24 hours a day, 7 days a week based on [Severity Level Definitions](#).

1.3 Geographic Availability

Technical Support is available to any customer regardless of their geographic location and timeframes are based on the customer's local time zone.

1.4 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.5 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

- 1.5.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by with SSC working remotely with the local customer technical resource.
- 1.5.2 Third party support for equipment not sold by Motorola as part of the original system.
- 1.5.3 System installations, upgrades, and expansions.
- 1.5.4 Customer training.
- 1.5.5 Hardware repair and/or exchange.
- 1.5.6 Network security services.
- 1.5.7 Network transport.
- 1.5.8 Information Assurance.
- 1.5.9 Motorola services not included in this statement of work.
- 1.5.10 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.6 Motorola has the following responsibilities:

- 1.6.1 Enable customer access to the Motorola Technical Support Center (800-221-7144), 24 hours a day, 7 days per week, to answer, document and respond to requests for support.
- 1.6.2 Respond to requests for Technical Support in accordance with the response times set forth in the [Severity Level Response Time Commitments](#) section of this document and the severity level defined in the [Severity Level Definitions](#) section of this document.
- 1.6.3 Advise caller of procedure for determining any additional requirements, activities or information relating to issue restoration and/or characterization.
- 1.6.4 Maintain communication with the customer in the field as needed until resolution of the case
- 1.6.5 Coordinate technical resolutions with agreed upon third party vendors, as needed.
- 1.6.6 Escalate and manage support issues, including systemic issues, to additional Motorola technical resources, as applicable.
- 1.6.7 Escalate the case to the appropriate party upon expiration of a response time.

- 1.6.8 Determine, in its sole discretion, when a case requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

1.7 The Customer has the following responsibilities:

- 1.7.1 Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).
- 1.7.2 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.7.3 Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.
- 1.7.4 Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.
- 1.7.5 Provide SSC access via the remote connection that has been established through other sold services (e.g. Network Fault Monitoring)
- 1.7.6 Supply suitably skilled and trained on-site presence when requested by the SSC.
- 1.7.7 Validate issue resolution prior to close of the case in a timely manner.
- 1.7.8 Acknowledge that cases will be handled in accordance with the times and priorities as defined in the [Severity Level Definitions](#) and in the [Severity Level Response Time Commitments](#) section in this document.
- 1.7.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service.

1.7 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available. The following are examples of this kind of failure: • 33% of call processing resources impaired • Site Environment alarms: - o Smoke, - o Unauthorized access - o Temperature - o Power failure
Severity 2	This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management). The following are examples of this kind of failure: • Less than 33% of call processing resources impaired • Failure of a single redundant component
Severity 3	This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place. The following are examples of this kind of severity: • Intermittent faults that are infrequent and minor impact to core services • Statistical reporting problems
Severity 4	This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity: • Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. • Faults that have no impact in how the user perceives the system to work. • Cosmetic issues. • Requests for information. • Preventive Maintenance

2.1 Severity Level Response Time Commitments

The response times are based on the defined severity levels as follows:

Severity Level	Response Time
Severity 1	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
Severity 2	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 3	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 4	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

ASTRO[®] 25 Infrastructure Repair with Advanced Replacement Statement of Work

Version 1.8

November 2013

Infrastructure Repair with Advanced Replacement Overview

Infrastructure Repair with Advanced Replacement is a repair exchange service for Motorola and select third party infrastructure supplied by Motorola. When available, Motorola will provide customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) in exchange for customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. For customers who prefer to maintain their existing FRU inventory they have an option to request a "Loaner" FRU while their unit is being repaired. Refer to [Appendix A](#) for details on the loaner process.

The Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

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1.1 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.2 Scope

Repair authorizations are obtained by contacting the Solutions Support Center which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online via Motorola Online at under Repair Status/Submit Infrastructure RA.

Motorola Online: <https://businessonline.motorolasolutions.com>

1.3 Geographic Availability

Infrastructure repair with advanced replacement is supported globally; geographic proximity and type of infrastructure will determine the repair facility.

1.4 Inclusions

Infrastructure repair with advanced replacement is available on Motorola sold infrastructure including integrated 3rd party products. Motorola will make a "Commercially Reasonable Effort" to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

1.5 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Infrastructure Repair with Advanced Replacement:

- 1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.4.2. All third party infrastructure hardware over three (3) years from product cancellation date.
- 1.4.3 All broadband infrastructure three (3) years from product cancellation date
- 1.4.4 Physically damaged infrastructure.
- 1.4.5 Third party equipment not shipped by Motorola.

1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.

1.4.7 Video retrieval from digital in-car video equipment.

1.4.8 Infrastructure backhaul including but not limited to, antennas, antenna dehydrators, microwave¹, line boosters, amplifier, data talker wireless transmitter, short haul modems and UPS.¹

1.4.9 Test equipment.

1.4.10. Racks, furniture and cabinets.

1.4.11. Non-standard configurations, customer-modified infrastructure and certain third party infrastructure are excluded from advanced replacement service.

1.4.11. Firmware and/or software upgrades.

¹ Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

1.5 Motorola has the following responsibilities:

1.5.1 Enable customer access to the Motorola call center which is operational 24 hours a day, 7 days per week, to create requests for advanced replacement service.

1.5.2. Use commercially reasonable efforts to maintain FRU inventory on supported platforms.

1.5.3. Provide new or reconditioned FRU's to the customer, upon request and subject to availability. The FRU will be of similar equipment and version, and will contain equivalent boards and chips, as the customer's malfunctioning FRU.

1.5.4. Load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the customer software version/configuration is not provided, shipping times will be delayed.

1.5.5 Package and ship Advance Exchange FRU from the FRU inventory to customer specified address.

1.5.5.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be shipped from Motorola as soon as possible dependent upon stock availability and configuration requested. Motorola will pay for the shipping to the customer, unless customer requests shipments outside of standard business hours and/or carrier programs, such as weekend or next flight out (NFO) shipment. In such cases, customer will be responsible for shipping and handling charges.

1.5.5.2. When sending the advanced replacement FRU to customer, provide a return air bill in order for customer to return the customer's malfunctioning FRU. The customer's malfunctioning FRU will become property of the Motorola repair depot or select third party and the customer will own the advanced replacement FRU.

1.5.5.3. When sending a loaner FRU to customer, Motorola will pay for outbound shipping charges. Inbound shipping to Motorola for repair is the responsibility of the customer. Motorola will repair and return the customer's FRU and will provide a return air bill for the customer to return IDO's loaner FRU. Refer to [Appendix A](#) for the loaner process and [Appendix B](#) for shipping charge detail.

1.5.6. Provide repair return authorization number upon customer request for Infrastructure that is not classified as an advanced replacement or loaner FRU.



1.5.7. Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.

1.5.8. Receive malfunctioning FRU from Customer, carry out repairs and testing and return it to the FRU stock

1.5.9. Receive malfunctioning infrastructure from customer and document its arrival, repair and return.

1.5.10. Perform the following service on Motorola infrastructure:

1.5.10.1. Perform an operational check on the infrastructure to determine the nature of the problem.

1.5.10.2. Replace malfunctioning Field Replacement Units (FRU) or components.

1.5.10.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable

1.5.10.4. Perform a box unit test on all serviced infrastructure.

1.5.10.5. Perform a system test on select infrastructure.

1.5.11. Provide the following service on select third party infrastructure:

1.5.11.1. Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

1.5.11.2. Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.

1.5.11.3. Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

1.5.11.4. Perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.5.12. For loaner equipment, Motorola will ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.6 The Customer has the following responsibilities:

1.6.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third party infrastructure named in the applicable attached exhibit.

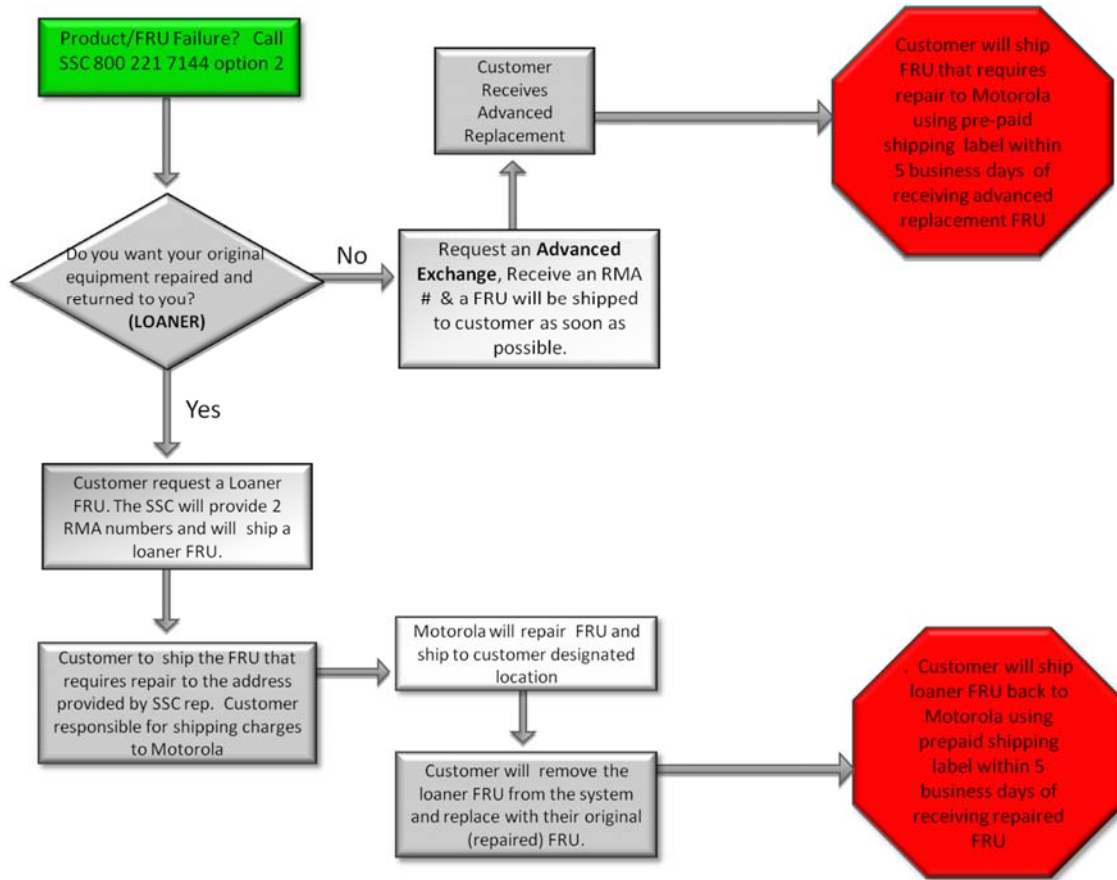
1.6.2 Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.

1.6.3 Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.

- 1.6.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.
- 1.6.5 Provide customer purchase order number to secure payment for any costs described herein.
- 1.6.6. Pay for shipping of Advanced Replacement or Loaner FRU from Motorola repair depot if customer requested shipping outside of standard business hours or carrier programs set forth in section 1.5.5.1. See [Appendix B](#) for shipping charges.
- 1.6.7. Properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRU's not properly returned.
- 1.6.8. Within five (5) business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola's repair depot for evaluation and repair. Customer must send the return air bill back to the repair depot in order to ensure proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRU's not returned within 5 business days.
- 1.6.9. For Infrastructure and/or third party infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola.
- 1.6.10. Clearly print the return authorization number on the outside of the packaging.
- 1.6.11. Maintain information of software/applications and firmware for re-loading of infrastructure.
- 1.6.12. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

APPENDIX A

Advanced Exchange or Loaner Decision Process



APPENDIX B

Shipping Charges

Service	Advanced Replacement Contract Shipping Charges
Exchanges (Outbound to customer)	Motorola
Exchanges or Loaners Next Flight Out (Outbound to customer)	Customer
Exchanges or Loaners Non-Motorola carrier * (Outbound to customer)	Customer
Exchanges (Inbound to Motorola)	Motorola
Loaner (Outbound to customer)	Motorola
Loaner Repair (Inbound to Motorola)	Customer
Loaner Repair & Return (Outbound to customer)	Motorola
Loaner Installation (OnSite Servicer)	Customer

*Motorola shipping carriers – FedEx and DHL

Preventive Maintenance Statement of Work

Version 4.0

Preventive Maintenance Statement of Work

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

System Preventative Maintenance will provide an operational test and alignment, on the customer's infrastructure equipment (infrastructure or fixed network equipment only) to ensure the Infrastructure meets specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

1.1 Scope

System Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, Motorola will provide an additional quotation. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Geographic Availability

Preventive Maintenance is available to any customer regardless of their geographic location.

1.3 Inclusions

Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated 3rd party products per the level of service as defined in [Table 1](#).

1.4 Limitations and Exclusions

Unless specifically called out in Table 1, the following activities are outside the scope of the Preventive Maintenance service, but are optional services that are available to Preventive Maintenance customers at an additional cost:

- 1.4.1 Emergency on-site visits required to resolve technical issues.
- 1.4.2 Third party support for equipment not sold by Motorola as part of the original system.
- 1.4.3 System installations, upgrades, and expansions.
- 1.4.4 Customer training.
- 1.4.5 Hardware repair and/or exchange.
- 1.4.6 Network security services.
- 1.4.7 Network transport.
- 1.4.8 Information Assurance.
- 1.4.9 Motorola services not included in this statement of work.
- 1.4.10 Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

- 1.6 Notify the customer of any possible system downtime needed to perform this service.
 - 1.6.1 Advise customer of any issue that requires immediate attention.
 - 1.6.2 Maintain communication with the customer as needed until completion ("resolution" implies a problem is being fixed) of the Preventive Maintenance.
 - 1.6.3 Determine, in its sole discretion, when a case requires more than the Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.
 - 1.6.4 Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment TBD.
 - 1.6.5 Provide trained and qualified personnel with proper security clearance required to complete Preventive Maintenance service.

1.7 The Customer has the following responsibilities:

- 1.8 Provide preferred schedule for Preventative Maintenance to Motorola.
- 1.9 Authorize and acknowledge any scheduled system downtime.
- 1.10 Maintain periodic backup of databases, software applications, and firmware.
- 1.11 Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.
 - 1.11.1 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
 - 1.11.2 Provide site escorts in a timely manner if required.
 - 1.11.3 Provide Motorola with requirements necessary for access to secure facilities.

TABLE 1
PM Tasks

	Preventive Maintenance
RF Site	
Visual Inspection (Cabling, Equipment, Fans, Indicators)- Inspect stations/components for normal operation	x
Clean fans and equipment - Use antistatic vacuum to clean cooling pathways	x
Site frequency standard check- Check lights and indicators for A/B receivers if used.	x
Regulatory Compliance (License, ERP, Frequency, Deviation) - Check station for regulatory compliance. Update station logs	x
Effective Receiver Sensitivity (ERS) - Check effective receiver sensitivity and operation for each channel.	x
Line level validation (analog only) - Check inbound and outbound audio levels	x
Voice Call Check - Voice test each channel radio to radio and radio to console. If site uses Dynamic Dual Mode (DDM), then test both TDMA and FDMA operation."	x
Site control channel redundancy (Trunking) - Roll control channel, test, and roll back.	x
Full repeater optimization (tune repeater to manufacturer) -	x

	Preventive Maintenance
Dispatch Site	
Visual Inspection (Cabling, Equipment, Fans, Indicators) Inspect and report discrepancies with pictures	x
Voice Call Check - Voice test each channel console to radio and radio to console. Voice test all dispatch resources	x
Check and Clean CPU, Displays, Fans, and Keyboards. Dust and vacuum workstation hardware & cabling	x
IP Network Settings - Verify IP address & settings against as built documents and report discrepancies	x
Test Motorola supplied Peripherals - Foot Switches, Headsets, Headset Jacks, Mics, and Speakers. Inspect and report discrepancies with pictures	x
Defragment Hard Drive, reboot CPU. Use standard Microsoft utilities & reboot CPU. Report any errors.	x
Perform Hard Drive back up.	x
Test Audio Input & Output Levels (Consolette & Centracom) ** Measure, verify from baseline, and document TX & RX line levels.	x

	Preventive Maintenance
Master Site	
Visual Inspection (Cabling, Equipment, Fans, Indicators) - Verify Red LED's and/or other alarm indications	x
Server diagnostics - Perform recommended diagnostics based on server type.	x
Network Management Operational check - Review UEM events and transport medium types (microwave/leased Telco, etc.)	x
Verify Motorola and 3rd party Security Patches. Monthly/Quarterly dependant on 3rd party vendor. May be covered through a SOC/NOC/NMO service contract.	x
Roll to Redundant switches (pre-approved by customer) Test redundancy in CWR devices.	x
Roll to Redundant Zone Controller (pre-approved by customer) Test ZC1 to ZC2, back to ZC1	x
Complete backup of databases; SZ database (BAR), Centracom CDM database (legacy), etc.	x

	Standard Preventive Maintenance
Batteries (non-UPS)	
Visual Inspection (condition of cells/cabling) - Verify no corrosion, physical connections, dirt/dust etc.	x
UPS	
Visual inspection (condition, cabling)' Verify corrosion, physical connections, dirt/dust.	x
Generator	
Visual Inspection; Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc.	x
Verify operation (no switchover); Check, verify running of Generator, ease of start or difficult. Is generator "throttling" or running smooth. Any loud unusual noise? Etc.	x
Other maintenance (oil change, fuel filter); Check/adjust voltages, current and meter readings. Verify software version. Check and change all fluids, filters, belts, etc. Perform full operational checks and confirm proper operation of motor and sensors..	x

	Standard Preventive Maintenance
Facilities	
Visual Inspection - Confirm location coordinates and document any physical structure changes from previous as build documentation. Take digital pictures of site, date and archive.	x
Visual Security Verification (fences, site locks, access), Confirm and document security or access features (basic integrity and any changes).	x
Pest Control. Document and report any signs of pest intrusion.	x
Backhaul (Microwave, T1/E1, DSL, etc.)	
Visual Inspection (transmit/receive equipment, cabling). Ground level inspection only. Take Digital pictures of inspection and highlight problems or defects.	x
Check Receive Signal Levels. Check and compare to as built levels. Report any out of tolerance readings.	x
Tx Power output and Rx Sensitivity checks. Check and document. Perform alignment if required and report any adjustments made.	x
Tower	
Tower visual inspection (verify registration posted). Ground level inspection only. Check tower lighting controller. Check that antennas are plumb.	x

	Standard Preventive Maintenance
Grounding/Earthing	
Visual Inspection. Visually inspect and confirm tower, building, and equipment grounding and document any changes from as built. Document with digital pictures.	x
HVAC	
Visual and operational inspection. Visually inspect and confirm HVAC operation and controls are operational. Measure equipment area temperature. Document any problems with pictures.	x

** 3rd party parts not included*

*** ST custom quote*

****Based on system configuration & level of service selected*



ONSITE SUPPORT - STANDARD - STATEMENT OF WORK

V1.3

September 2018

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ONSITE SUPPORT STATEMENT OF WORK

1.1 INTRODUCTION

Motorola's OnSite Infrastructure Response & Dispatch service provides case management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening a case for onsite support and monitoring the status of that case to ensure strict compliance to committed response times.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Description of Services

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Priority Levels set forth in [Priority Level Definitions](#) table and Response times set forth in [Priority Level Response Time Goals](#) table in order to restore the system.

Motorola will provide an Incident management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoration and Incident closure. The SSC will continuously track and manage Incidents from creation to close through an automated Incident tracking process.

1.1 Scope

OnSite Support is available 24 hours a day, 7 days a week in accordance with [Priority Level Definitions](#) and [Priority Level Response Time Goals](#) tables.

1.2 Geographic Availability

OnSite Infrastructure Response and Dispatch is available to customers worldwide where Motorola servicers are present. Response times are based on the customer's local time zone.

1.2 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

2.0 Motorola has the following responsibilities:

- 2.1. Receive service requests.
- 2.2. Create an Incident as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the Incident to resolution.

- 2.3. Dispatch a field servicer ("Servicer") as required by Motorola's standard procedures and provide necessary Incident information.
- 2.4. Provide the required personnel access to relevant customer information as needed.
- 2.5. Servicer will perform the following on-site:
- 2.6. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
- 2.7. Replace defective Infrastructure or FRU, as supplied by customer.
- 2.8. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.
- 2.9. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.
- 2.10. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the Incident will be closed and the Servicer will be released.
- 2.11. Escalate the Incident to the appropriate party upon expiration of a response time.
- 2.12. Close the Incident upon receiving notification from customer or servicer, indicating the Incident is resolved.
- 2.13. Notify customer of Incident status as defined by the Customer Support Plan:
 - 2.13.1 Open and closed; or
 - 2.13.2 Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
- 2.14. Provide Incident activity reports to customer if requested.

3.0 Customer has the following responsibilities:

- 3.1. Contact Motorola, as necessary, to request service.
- 3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
 - 3.2.1. Incident notification preferences and procedure.
 - 3.2.2. Repair verification preference and procedure.
 - 3.2.3. Database and escalation procedure forms.
 - 3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
- 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned system ID number.

- 3.3.2. Problem description and site location.
- 3.3.3. Other pertinent information requested by Motorola to open an Incident.
- 3.4. Allow Servicers access to equipment.
- 3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.
- 3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.
- 3.7. Maintain and store in an easily accessible location proper system backups.
- 3.8 For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9 Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.
- 3.11. Obtain and provide applicable third party consents or licenses at Customer cost to enable Motorola to provide the Services.

4.0 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times:

Incident Priority	Definition
Critical	Core: Core server failures Core Link failure Sites/Subsites: Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down ○
High	▪ Consoles: Console positions down (>= 33%) Console Site Link Down ▪ Sites/Subsites: < 33% of Sites/subsites down >= 33% of channels down ▪ Conventional Channels: >= 50% of conventional channels (CCGW) down ▪ Devices: Site Router/switch, GPS server down
Medium	Consoles: Console positions down (< 33% at a site) Sites/Subsites: < 33% of channels down Conventional Channels: ▪ Less than 50% of conventional channel down
Low	Minor events and warnings in the system ▪ Preventative & Planned Maintenance Activities (Scheduled Work)

5.0 Onsite Support Priority Level Response Time Goals

(Customer's Response Time Classification is designated in the Customer Support Plan.)

Incident Priority Level	Standard Response Time
Critical	Within 4 hours from receipt of notification continuously
High	Within 4 hours from receipt of notification continuously
Medium	Within 8 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)
Low	Within 12 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)

* Premier Response is an option that can be purchased, it provides a 2-hour response time for Critical /High Priority Incidents (as applicable)

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 16, 2022**

Meeting was called to order at 8:02 p.m. by President Jim Jolly. Present: Vice President Laura Toy (via conference phone), Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier; City Attorney, Thomas Goralski; Police Chief and Doug Moore, Assistant Director of Public Works.

11. REQUEST PERMISSION FROM WAYNE COUNTY TO CLOSE A PORTION OF FARMINGTON ROAD TO HOST LIVONIA'S ANNUAL MEMORIAL DAY CEREMONY: Department of Parks & Recreation, re: to close Farmington Road north and southbound from Five Mile Road to Roycroft, on Saturday, May 28, 2022, from 8:30 a.m. to 10:00 a.m.

Ted Davis, Superintendent of Parks and Recreation, presented the request to Council.

Scott Bahr offered an approving resolution for the Consent Agenda.

Rob Donovic commended Ted along with Parks and Recreation for this ceremony.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

11.

Parks and Recreation
February 1, 2022

MEETING DATE

Study Meeting of
February 16, 2022

PREPARED BY

Ann Cox, Program Supervisor,

AGENDA ITEM

REQUEST PERMISSION FROM WAYNE COUNTY TO CLOSE A PORTION OF FARMINGTON ROAD TO HOST LIVONIA'S ANNUAL MEMORIAL DAY CEREMONY: Department of Parks & Recreation, re: to close Farmington Road north and southbound from Five Mile Road to Roycroft, on Saturday, May 28, 2022, from 8:30 a.m. to 10:00 a.m.

BACKGROUND

The Livonia Memorial Day Ceremony is scheduled for Saturday, May 28, 2022 and will require closing several roads. We are seeking the Council's approval of a request to Wayne County to permit temporary closure of roadways for this event. The closures include Farmington Road north and southbound from 5 Mile Road to Roycroft. Police personnel will provide traffic control.

RECOMMENDATION

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

FISCAL CONSIDERATION

ATTACHMENTS

None

APPROVED BY

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

Date: February 01, 2022

Ted Davis, CPRP, Superintendent of Parks and Recreation

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

Date: February 03, 2022

Maureen Miller Brosnan, Mayor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 16, 2022**

Meeting was called to order at 8:02 p.m. by President Jim Jolly. Present: Vice President Laura Toy (via conference phone), Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier; City Attorney, Thomas Goralski; Police Chief and Doug Moore, Assistant Director of Public Works.

13. AWARD OF BID: Public Works Division, re: for the 2022 Right-Of-Way Tree Planting program, from budgeted funds.

Doug Moore, Assistant Director of Public Works, presented the request to Council.

Katheen McIntyre offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

13.

DPW
January 27, 2022

MEETING DATE

Study Meeting of
February 16, 2022

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

AWARD OF BID: Public Works Division, re: for the 2022 Right-Of-Way Tree Planting program, from budgeted funds

BACKGROUND

The Department of Public Works has taken bids for the replacement of 440 trees citywide. These are trees of several species within the public right-of-way and the bidding was in accordance with the requirements of the Finance Ordinance and the 2022 approved budget. Specifications were prepared and bid invitations were posted on the BidNet website. The submitted seven (7) bids were opened on January 25, 2022. The bid tab is attached.

RECOMMENDATION

It is the recommendation of the Department of Public Works that the contract for the 2022 ROW Tree Planting program be awarded to the lowest bidder, Crimboli Nursery, 50145 Ford Road, Canton, MI 48187 in an amount not to exceed \$101,200.00. Crimboli has been our planting contractor for the past few years and has performed well. The holes were hand dug, their tree quality was good and they responded in a timely fashion to any and all of our concerns.

Accept the unit price bid of the second lowest bidder, MTH Landscaping, Inc, 240 W. Cooper Rd., Sandusky, MI 48471, in the event the awarded bidder is unable to supply certain species of trees or is unable to complete the contract for whatever reason.

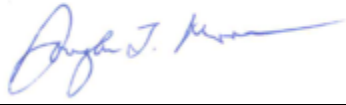
FISCAL CONSIDERATION

Budgeted funds in the amount of \$101,200.00 are available in account no. 204-781-818-047.

ATTACHMENTS

1. 2022 Tree planting BID TAB
2. Crimboli BID
3. MTH Landscaping BID

APPROVED BY



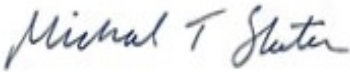
Date: January 27, 2022

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



Date: January 28, 2022

Don Rohraff, Director of Public Works



Date: January 28, 2022

Michael Slater, Finance Director



Date: February 03, 2022

Maureen Miller Brosnan, Mayor

	440	Crimboli	\$ 101,200.00	MTH	\$ 143,325.00	Santoro	\$ 166,760.00	Greg Davis	\$ 172,495.00	Reliable	\$ 252,596.00	United Lawn	\$ 292,611.00	Premier	\$ 418,672.50
Species	Count	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Acer Griseum - paperbark maple	19	\$ 230.00	\$ 4,370.00	\$ 315.00	\$ 5,985.00	\$ 379.00	\$ 7,201.00	\$ 400.00	\$ 7,600.00	\$ 708.00	\$ 13,452.00	\$ 705.00	\$ 13,395.00	\$ 1,406.25	\$ 26,718.75
Aesculus x camea 'Briotii' - horsechestnut	19	\$ 230.00	\$ 4,370.00	\$ 315.00	\$ 5,985.00	\$ 379.00	\$ 7,201.00	\$ 400.00	\$ 7,600.00	\$ 731.00	\$ 13,889.00	\$ 776.00	\$ 14,744.00	\$ 1,143.75	\$ 21,731.25
Amelanchier species - serviceberry	19	\$ 230.00	\$ 4,370.00	\$ 320.00	\$ 6,080.00	\$ 379.00	\$ 7,201.00	\$ 390.00	\$ 7,410.00	\$ 506.00	\$ 9,614.00	\$ 714.00	\$ 13,566.00	\$ 993.75	\$ 18,881.25
Betula nigra - River Birch	19	\$ 230.00	\$ 4,370.00	\$ 295.00	\$ 5,605.00	\$ 379.00	\$ 7,201.00	\$ 390.00	\$ 7,410.00	\$ 450.00	\$ 8,550.00	\$ 583.00	\$ 11,077.00	\$ 843.75	\$ 16,031.25
Carpinus caroliniana - hornbeam	18	\$ 230.00	\$ 4,140.00	\$ 340.00	\$ 6,120.00	\$ 379.00	\$ 6,822.00	\$ 390.00	\$ 7,020.00	\$ 528.00	\$ 9,504.00	\$ 583.00	\$ 10,494.00	\$ 975.00	\$ 17,550.00
Cercidiphyllum japonicum - katsuratree	18	\$ 230.00	\$ 4,140.00	\$ 340.00	\$ 6,120.00	\$ 379.00	\$ 6,822.00	\$ 400.00	\$ 7,200.00	\$ 708.00	\$ 12,744.00	\$ 793.00	\$ 14,274.00	\$ 1,218.75	\$ 21,937.50
Cercis canadensis - redbud	19	\$ 230.00	\$ 4,370.00	\$ 325.00	\$ 6,175.00	\$ 379.00	\$ 7,201.00	\$ 390.00	\$ 7,410.00	\$ 528.00	\$ 10,032.00	\$ 578.00	\$ 10,982.00	\$ 993.75	\$ 18,881.25
Celtis occidentalis - hackberry	19	\$ 230.00	\$ 4,370.00	\$ 340.00	\$ 6,460.00	\$ 379.00	\$ 7,201.00	\$ 390.00	\$ 7,410.00	\$ 506.00	\$ 9,614.00	\$ 612.00	\$ 11,628.00	\$ 937.50	\$ 17,812.50
Chiananthus virginicus - fringetree	6	\$ 230.00	\$ 1,380.00	\$ 330.00	\$ 1,980.00	\$ 379.00	\$ 2,274.00	\$ 400.00	\$ 2,400.00	\$ 551.00	\$ 3,306.00	\$ 445.00	\$ 2,670.00	\$ 1,162.50	\$ 6,975.00
Cladrastis kentukea - yellowwood	17	\$ 230.00	\$ 3,910.00	\$ 330.00	\$ 5,610.00	\$ 379.00	\$ 6,443.00	\$ 450.00	\$ 7,650.00	\$ 540.00	\$ 9,180.00	\$ 679.00	\$ 11,543.00	\$ 1,162.50	\$ 19,762.50
Cornus kousa - Kousa Dogwood	19	\$ 230.00	\$ 4,370.00	\$ 325.00	\$ 6,175.00	\$ 379.00	\$ 7,201.00	\$ 350.00	\$ 6,650.00	\$ 551.00	\$ 10,469.00	\$ 583.00	\$ 11,077.00	\$ 750.00	\$ 14,250.00
Crataegus spp. - THORNLESS Hawthorne	19	\$ 230.00	\$ 4,370.00	\$ 325.00	\$ 6,175.00	\$ 379.00	\$ 7,201.00	\$ 390.00	\$ 7,410.00	\$ 528.00	\$ 10,032.00	\$ 610.00	\$ 11,590.00	\$ 843.75	\$ 16,031.25
Eucommia ulmoides - rubbertree	19	\$ 230.00	\$ 4,370.00	\$ 330.00	\$ 6,270.00	\$ 379.00	\$ 7,201.00	\$ 400.00	\$ 7,600.00	\$ 483.00	\$ 9,177.00	\$ 907.00	\$ 17,233.00	\$ 1,012.50	\$ 19,237.50
Ginkgo biloba - maidenhair tree	19	\$ 230.00	\$ 4,370.00	\$ 330.00	\$ 6,270.00	\$ 379.00	\$ 7,201.00	\$ 400.00	\$ 7,600.00	\$ 652.00	\$ 12,388.00	\$ 825.00	\$ 15,675.00	\$ 1,256.25	\$ 23,868.75
Halesia caroliniana - mountain silverbell	15	\$ 230.00	\$ 3,450.00	\$ 325.00	\$ 4,875.00	\$ 379.00	\$ 5,685.00	\$ 400.00	\$ 6,000.00	\$ 708.00	\$ 10,620.00	\$ 616.00	\$ 9,240.00	\$ -	\$ -
Koelreuteria paniculata - goldenraintree	15	\$ 230.00	\$ 3,450.00	\$ 330.00	\$ 4,950.00	\$ 379.00	\$ 5,685.00	\$ 400.00	\$ 6,000.00	\$ 708.00	\$ 10,620.00	\$ 616.00	\$ 9,240.00	\$ -	\$ -
Liquidambar styraciflua - sweetgum	19	\$ 230.00	\$ 4,370.00	\$ 325.00	\$ 6,175.00	\$ 379.00	\$ 7,201.00	\$ 350.00	\$ 6,650.00	\$ 472.00	\$ 8,968.00	\$ 559.00	\$ 10,621.00	\$ 937.50	\$ 17,812.50
Liriodendron tulipifera - tuliptree	19	\$ 230.00	\$ 4,370.00	\$ 320.00	\$ 6,080.00	\$ 379.00	\$ 7,201.00	\$ 350.00	\$ 6,650.00	\$ 472.00	\$ 8,968.00	\$ 534.00	\$ 10,146.00	\$ 993.75	\$ 18,881.25
Metasequoia glyptostrobis - dawnredwood	10	\$ 230.00	\$ 2,300.00	\$ 325.00	\$ 3,250.00	\$ 379.00	\$ 3,790.00	\$ 375.00	\$ 3,750.00	\$ 506.00	\$ 5,060.00	\$ 546.00	\$ 5,460.00	\$ 881.25	\$ 8,812.50
Ostrya paniculata - hophornbeam	18	\$ 230.00	\$ 4,140.00	\$ 340.00	\$ 6,120.00	\$ 379.00	\$ 6,822.00	\$ 375.00	\$ 6,750.00	\$ 506.00	\$ 9,108.00	\$ 774.00	\$ 13,932.00	\$ 1,068.75	\$ 19,237.50
Parrotia persica - Persian parrotia	15	\$ 230.00	\$ 3,450.00	\$ 320.00	\$ 4,800.00	\$ 379.00	\$ 5,685.00	\$ 400.00	\$ 6,000.00	\$ 708.00	\$ 10,620.00	\$ 682.00	\$ 10,230.00	\$ 1,012.50	\$ 15,187.50
Quercus acatissima - Sawtooth Oak	7	\$ 230.00	\$ 1,610.00	\$ 320.00	\$ 2,240.00	\$ 379.00	\$ 2,653.00	\$ 375.00	\$ 2,625.00	\$ 528.00	\$ 3,696.00	\$ 459.00	\$ 3,213.00	\$ 1,012.50	\$ 7,087.50
Quercus imbricaria - Shingle Oak	6	\$ 230.00	\$ 1,380.00	\$ 320.00	\$ 1,920.00	\$ 379.00	\$ 2,274.00	\$ 375.00	\$ 2,250.00	\$ 472.00	\$ 2,832.00	\$ 680.00	\$ 4,080.00	\$ 1,012.50	\$ 6,075.00
Quercus macrocarpa - Burr Oak	7	\$ 230.00	\$ 1,610.00	\$ 320.00	\$ 2,240.00	\$ 379.00	\$ 2,653.00	\$ 400.00	\$ 2,800.00	\$ 472.00	\$ 3,304.00	\$ 678.00	\$ 4,746.00	\$ 1,012.50	\$ 7,087.50
Quercus rubrum - Red Oak	6	\$ 230.00	\$ 1,380.00	\$ 320.00	\$ 1,920.00	\$ 379.00	\$ 2,274.00	\$ 375.00	\$ 2,250.00	\$ 472.00	\$ 2,832.00	\$ 696.00	\$ 4,176.00	\$ 1,012.50	\$ 6,075.00
Stewartia koreana - Korean Stewartia	6	\$ 230.00	\$ 1,380.00	\$ 330.00	\$ 1,980.00	\$ 379.00	\$ 2,274.00	\$ 400.00	\$ 2,400.00	\$ 708.00	\$ 4,248.00	\$ 750.00	\$ 4,500.00	\$ 1,035.00	\$ 6,210.00
Syringa reticulata - Japanese tree lilac	16	\$ 230.00	\$ 3,680.00	\$ 330.00	\$ 5,280.00	\$ 379.00	\$ 6,064.00	\$ 450.00	\$ 7,200.00	\$ 708.00	\$ 11,328.00	\$ 683.00	\$ 10,928.00	\$ 993.75	\$ 15,900.00
Tilia chordata - littleleaf linden	17	\$ 230.00	\$ 3,910.00	\$ 330.00	\$ 5,610.00	\$ 379.00	\$ 6,443.00	\$ 400.00	\$ 6,800.00	\$ 708.00	\$ 12,036.00	\$ 838.00	\$ 14,246.00	\$ 975.00	\$ 16,575.00
Ulmus parviflora - Chinese elm	15	\$ 230.00	\$ 3,450.00	\$ 325.00	\$ 4,875.00	\$ 379.00	\$ 5,685.00	\$ 400.00	\$ 6,000.00	\$ 427.00	\$ 6,405.00	\$ 527.00	\$ 7,905.00	\$ 937.50	\$ 14,062.50
Average per Tree:			\$ 230.00		\$ 325.74		\$ 379.00		\$ 392.03		\$ 574.08		\$ 665.03		\$ 951.53
ACCEPTABLE SUBSTITUTION/ ALTERNATIVE SPECIES (2" caliper; 8 - 12' tall)															
Alnus cordata - Italian Alder		\$ 230.00		\$ 330.00		\$ 379.00		\$ 450.00				\$ 527.00			
Carpinus betulus 'Columnaris' - Columnar European Hornbeam		\$ 230.00		\$ 340.00		\$ 379.00		\$ 450.00		\$ 562.00		\$ 652.00		\$ 1,300.31	
Ginkgo biloba 'Fastigiata' - Columnar ginkgo		\$ 230.00		\$ 345.00		\$ 379.00		\$ 475.00		\$ 506.00		\$ 776.00		\$ 1,256.25	
Gymnocladus dioicius - Kentucky coffeetree 'Macho'		\$ 230.00		\$ 335.00		\$ 379.00		\$ 475.00		\$ 528.00		\$ 647.00		\$ 993.75	
Liquidambar styraciflua 'Slender silhouette'-columnar sweetgum		\$ 230.00		\$ 330.00		\$ 379.00		\$ 475.00		\$ 483.00		\$ 580.00			
Maackia amurensis - Amur Maackia		\$ 230.00		\$ 330.00		\$ 379.00		\$ 500.00		\$ 528.00		\$ -		\$ 1,012.50	
Nyssa sylvatica - blackgum		\$ 230.00		\$ 330.00		\$ 379.00		\$ 475.00		\$ 641.00		\$ 692.00		\$ 1,200.00	
Phellodendron amurense - Amur corktree		\$ 230.00		\$ 330.00		\$ 379.00		\$ 475.00				\$ 512.00		\$ 993.75	
Prunus virginiana - Chokecherry		\$ 230.00		\$ 330.00		\$ 379.00		\$ 500.00		\$ 562.00		\$ 447.00		\$ 843.75	
Quercus bicolor - Swamp White Oak		\$ 230.00		\$ 320.00		\$ 379.00		\$ 500.00		\$ 641.00		\$ 634.00		\$ 1,012.50	
Quercus robur 'fastigiata' - columnar English oak		\$ 230.00		\$ 320.00		\$ 379.00		\$ 500.00		\$ 641.00		\$ 713.00		\$ 1,012.50	
Styphnolobium japonicum - Japanese Pogadatree		\$ 230.00		\$ 330.00		\$ 379.00		\$ 500.00		\$ 528.00		\$ 647.00			
Zelkova serrata - Japanese zelkova		\$ 230.00		\$ 330.00		\$ 379.00		\$ 475.00		\$ 528.00		\$ 547.00		\$ 1,012.50	
Cost of labor to plant a City-supplied tree: (per tree)		\$ 125.00		\$ 175.00		\$ 179.00		\$ 150.00		\$ 175.00		\$ 190.00		\$ 650.00	
Cost to MOVE a planted tree: (per tree)		\$ 125.00		\$ 350.00		\$ 179.00		\$ 200.00		\$ 275.00		\$ 220.00		\$ 450.00	



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Crimboli Nursery, Inc.

50145 Ford Rd.

Canton, MI 48187

OWNER:

(Name, legal status and address)

City of Livonia

33000 Civic Center Drive

Livonia, MI 48154

BOND AMOUNT: Five Percent (5%) of Amount Bid

SURETY:

(Name, legal status and principal place of business)

Westfield Insurance Company

PO Box 5001

Westfield Center, OH 44251

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

2022 Street Tree Planting Program - Deliver and Install Street Trees

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of January, 2022


(Witness)


(Witness)

Crimboli Nursery, Inc.
(Principal)

(Title)

Westfield Insurance Company

(Surety)

(Title)

Susan L Smail, Attorney-in-Fact

Init.

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THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/03/16, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2149382 01

General
Power
of Attorney

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
ROBERT TROBEC, KATHLEEN M. IRELAN, IAN J. DONALD, JEFFREY A. CHANDLER, ALAN P. CHANDLER, SUSAN L. SMALL, JOINTLY OR SEVERALLY

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 03rd day of MAY A.D., 2016.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio
County of Medina ss.:

On this 03rd day of MAY A.D., 2016, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



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

State of Ohio
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 25th day of January A.D., 2022.



Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)



**NURSERY &
LANDSCAPE**

**20 acres of
specimen plants &
hard goods**

(734) 495-1700 • Fax: (734) 495-1131

50145 Ford Rd. • Canton, MI 48187

www.crimboli.com

Municipality Street Tree Projects

City of Dearborn - Planting of Street Trees Throughout the City.

Projects: Mercury Dr Tree Planting 2006, Camp Dearborn Tree Planting 2006, Park Plantings 2007, Street Tree Plantings 2008, Street Tree Plantings 2011, Camp Dearborn Tree Planting 2011 \$17,750, Street Tree Plantings 2012, MDOT Dix / Vernor Street Scape Project 2012, Street Tree Plantings 2013, Street Tree Plantings 2014, Street Tree Plantings 2015, Street Tree Plantings 2016, Street Tree Plantings 2017, Spring 2018 Street Tree Plantings \$110,070, Fall 2018 Street Tree Plantings \$229,050, Fall 2019 Street Tree Plantings \$208,280, Fall 2020 Street Tree Plantings

Contact: Holly Malewski (313) 319-0043

2951 Greenfield

Dearborn, MI 48120

City of Royal Oak - Planting of Street Trees Throughout the City.

Projects: Spring 2018 Street Tree Planting \$97,200, Fall 2018 Street Tree Plantings \$98,700, Fall 2019 Street Tree Plantings \$112,700, Woodward Avenue Fall 2019 Tree Planting \$18,354, Residential Street Tree Plantings Spring 2020, Residential Street Tree Plantings Spring 2021, Residential Street Tree Plantings Fall 2022

Contact: Aaron Filipski, 248-246-3300

211 Williams St

Royal Oak, MI 48067

Canton Twp. - Planting of Street Trees Throughout the City.

Projects: Fall Parks 2002, 50/50 Fall 2002, Canton Center Road 2002, 50/50 Spring 2003, Spring Parks 2005, I-275 / Ford Rd Slopes - 2006, Tree Planting 2007, Tree Planting 2008, Tree Planting 2009, Sewer Relief #3 Tree/Shrub Planting 2010 & 2011, Tree Planting 2011. Tree Removals 2013, USFS Tree Plantings 2016, Street Tree Plantings 2016, USFS Tree Plantings 2019, Street Tree Planting Spring 2020, Street Tree Planting 2021

Contact: Patrick Sloan (734) 397-1000

1150 Canton Center Rd S.

Canton, MI 48188

City of Livonia - Planting of Street Trees Throughout the City.

Projects: Street Tree Planting 2016, Street Tree Planting Spring 2020, Street Tree Planting Spring 2021

Contact: Doug Moore (734) 323-4602

33000 Civic Center Dr

Livonia, MI 48154

Plymouth Township - Planting of Street Trees Throughout the City.

Projects: Street Tree Planting (ARC Grant) Fall 2012 & Spring 2013, Street Tree Supply & Plant (ARC Grant) 2016, Street Tree Delivery and Planting Fall 2020, Street Tree Delivery and Planting Fall 2021

Contact: Sarah Visel (734) 414-1452

9955 N. Haggerty Rd

Plymouth, MI 48170

City of Novi - Planting of Street Trees Throughout the City.

Projects: Street & Park Tree Planting Fall 2020, Street & Park Tree Planting Spring 2021, Street & Park Tree Plantings Fall 2021

Contacts: Rick Meader 248-880-5962 & Keith Salowich 248-417-1705

26300 Lee BeGole Drive

Novi, MI 48375

Addendum No. 1 – STREET TREE PLANTING

---ADDENDUM NO.1 STREET TREE PLANTING - ACKNOWLEDGEMENT---

Company Name: CRIMBOLI NURSERY INC

Signature: 

Title: GENERAL MANAGER

Print Name: ADAM SULEK Date 1.24.2022

PROPOSAL FORM

2022 RIGHT-OF-WAY STREET TREE PLANTING PROGRAM

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

Dear Council Members:

The undersigned, by the submission of this proposal, represents that they are familiar with and have determined for themselves the nature, and extent of the proposed work, and the conditions under which it must be performed, and completed, and agrees that they will contract with the City of Livonia furnish at, and for the following monies all materials, labor, equipment, permits, insurance, supervision, and all other things necessary, or incidental to complete the entire work in accordance with the appended specifications, general conditions, and related contract documents. By the submission of this bid, the undersigned represents that they are familiar with, and understand all of the above referenced contract documents.

2022 RIGHT-OF-WAY STREET TREE PLANTING PROGRAM

The planting of approximately 440 right-of-way trees, as listed on pages of this contract.

Trees received must be a diversity of small, medium and Large species.

SCHEDULE OF PRICES

Unit prices of assorted tree species measured at 2" caliper, balled and burlapped, and 10 -16' tall.

Species	Number	Unit Price	Total Price
<i>Acer Griseum - paperbark maple</i>	19	\$ 230.00	\$ 4,370.00
Aesculus x camea 'Briotii' - horsechestnut	19	\$ 230.00	\$ 4,370.00
<i>Amelanchier species - serviceberry</i>	19	\$ 230.00	\$ 4,370.00
<i>Betula nigra - River Birch</i>	19	\$ 230.00	\$ 4,370.00
Carpinus caroliniana - hornbeam	18	\$ 230.00	\$ 4,140.00
Cercidiphyllum japonicum - katsuratree	18	\$ 230.00	\$ 4,140.00
<i>Cercis canadensis - redbud</i>	19	\$ 230.00	\$ 4,370.00
Celtis occidentalis - hackberry	19	\$ 230.00	\$ 4,370.00
Chiananthus virginicus - fringetree	6	\$ 230.00	\$ 1,380.00
Cladrastis kentukea - yellowwood	17	\$ 230.00	\$ 3,910.00
<i>Cornus kousa - Kousa Dogwood</i>	19	\$ 230.00	\$ 4,370.00
<i>Crataegus spp. - THORNLESS Hawthorne</i>	19	\$ 230.00	\$ 4,370.00
Eucommia ulmoides - rubber tree	19	\$ 230.00	\$ 4,370.00
Ginkgo biloba - maidenhair tree	19	\$ 230.00	\$ 4,370.00
<i>Halesia caroliniana - mountain silverbell</i>	15	\$ 230.00	\$ 3,450.00
Koelreuteria paniculata - goldenraintree	15	\$ 230.00	\$ 3,450.00
Liquidambar styraciflua - sweetgum	19	\$ 230.00	\$ 4,370.00
Liriodendron tulipifera - tuliptree	19	\$ 230.00	\$ 4,370.00
Metasequoia glyptostrobilus - dawnredwood	10	\$ 230.00	\$ 2,300.00
Ostrya paniculata - hophornbeam	18	\$ 230.00	\$ 4,140.00
Parrotia persica - Persian parrotia	15	\$ 230.00	\$ 3,450.00
Quercus acatissima - Sawtooth Oak	7	\$ 230.00	\$ 1,610.00
Quercus imbricaria - Shingle Oak	6	\$ 230.00	\$ 1,380.00
Quercus macrocarpa - Burr Oak	7	\$ 230.00	\$ 1,610.00
Quercus rubrum - Red Oak	6	\$ 230.00	\$ 1,380.00
<i>Stewartia koreana - Korean Stewartia</i>	6	\$ 230.00	\$ 1,380.00
<i>Syringa reticulata - Japanese tree lilac</i>	16	\$ 230.00	\$ 3,680.00
Tilia cordata - littleleaf linden	17	\$ 230.00	\$ 3,910.00
Ulmus parviflora - Chinese elm	15	\$ 230.00	\$ 3,450.00

Bold / Italics indicates trees only acceptable as single-stemmed trees

GRAND TOTAL FOR TREE PLANTING OF LISTED SPECIES

\$ 101,200.00

Page 2

PROPOSAL FORM - 2022 RIGHT-OF-WAY STREET TREE PLANTING PROGRAM

ADDITIONAL:

Cost of Labor to plant a City-supplied tree: \$ 125.00 per tree

Cost to move a planted tree because resident doesn't want a tree, or that species: \$ 125.00 per tree

ACCEPTABLE SUBSTITUTION / ALTERNATIVE SPECIES (2" caliper; 8 - 12' tall)	
Species	Price per Tree
Alnus cordata - Italian Alder	\$ 230.00
Carpinus betulus 'Columnaris' - Columnar European Hornbeam	\$ 230.00
Ginkgo biloba 'Fastigiata' - Columnar ginkgo	\$ 230.00
Gymnocladus dioica - Kentucky coffeetree 'Macho'	\$ 230.00
Liquidambar styraciflua 'Slender silhouette'-columnar sweetgum	\$ 230.00
Maackia amurensis - Amur Maackia	\$ 230.00
Nyssa sylvatica - blackgum	\$ 230.00
Phellodendron amurense - Amur corktree	\$ 230.00
<i>Prunus virginiana</i> - Chokecherry	\$ 230.00
<i>Quercus bicolor</i> - Swamp White Oak	\$ 230.00
Quercus robur 'fastigiata' - columnar English oak	\$ 230.00
<i>Styphnolobium japonicum</i> - Japanese Pagodatree	\$ 230.00
Zelkova serrata - Japanese zelkova	\$ 230.00

The undersigned agrees that, if the proposed made herein is accepted, they will satisfactorily perform, and complete all of the work, and meet all of the requirements, and obligations imposed him by the contract including the plans, specifications, and general conditions by June 30th, 2022.

Also, the undersigned agrees that, if the above proposal is accepted, they will execute the contract, and furnish acceptable bonds, and insurance within fifteen (15) calendar days from such acceptance.

To guarantee their fulfillment of the foregoing covenants, the bidder attaches hereto his certified check, or bid bond in the sum of \$5,060 (5% of proposal) and agrees that same shall be forfeited to the City of Livonia in the event of their failure to execute the contract or furnish acceptable bonds, not as a penalty, but as actual liquidated damages. The City shall not be required to provide or show such liquidated damages.

No bid shall be withdrawn for at least sixty (60) days after the scheduled closing time for receiving bids.

The undersigned agrees that the City of Livonia may increase, or decrease the quantity of work as described in the specifications, and in accordance with the "Schedules of Prices" included in this proposal.

The undersigned represents that they acknowledge that the City reserves the right to accept, or reject any bid, or all bids, and to waive irregularities in bids.

Telephone Number: 734-495-1700

Crimboli Nursery INC
Firm Name

Fax Number: 734-495-1131

50145 Ford Rd
Firm Address

By: Adam Sulek
X Adam Sulek
Its: General Manager

Canton, MI 48187
City / State / Zip

Date: 1.24.22

PROPOSAL FORM

2023 RIGHT-OF-WAY STREET TREE PLANTING PROGRAM

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

Dear Council Members:

The undersigned, by the submission of this proposal, represents that they are familiar with and have determined for themselves the nature, and extent of the proposed work, and the conditions under which it must be performed, and completed, and agrees that they will contract with the City of Livonia furnish at, and for the following monies all materials, labor, equipment, permits, insurance, supervision, and all other things necessary, or incidental to complete the entire work in accordance with the appended specifications, general conditions, and related contract documents. By the submission of this bid, the undersigned represents that they are familiar with, and understand all of the above referenced contract documents.

2023 RIGHT-OF-WAY STREET TREE PLANTING PROGRAM

The planting of approximately **440** right-of-way trees, as listed on pages of this contract.

Trees received must be a diversity of small, medium and Large species.

SCHEDULE OF PRICES

Unit prices of assorted tree species measured at 2" caliper, balled and burlapped, and 10 -16' tall.

Species	Number	Unit Price	Total Price
<i>Acer Griseum - paperbark maple</i>	19	\$ 230.00	\$ 4,370.00
Aesculus x camea 'Briotii' - horsechestnut	19	\$ 230.00	\$ 4,370.00
<i>Amelanchier species - serviceberry</i>	19	\$ 230.00	\$ 4,370.00
<i>Betula nigra - River Birch</i>	19	\$ 230.00	\$ 4,370.00
Carpinus caroliniana - hornbeam	18	\$ 230.00	\$ 4,140.00
Cercidiphyllum japonicum - katsuratree	18	\$ 230.00	\$ 4,140.00
<i>Cercis canadensis - redbud</i>	19	\$ 230.00	\$ 4,370.00
Celtis occidentalis - hackberry	19	\$ 230.00	\$ 4,370.00
Chiananthus virginicus - fringetree	6	\$ 230.00	\$ 1,380.00
Cladrastis kentukea - yellowwood	17	\$ 230.00	\$ 3,910.00
<i>Cornus kousa - Kousa Dogwood</i>	19	\$ 230.00	\$ 4,370.00
<i>Crataegus spp. - THORNLESS Hawthorne</i>	19	\$ 230.00	\$ 4,370.00
Eucommia ulmoides - rubber tree	19	\$ 230.00	\$ 4,370.00
Ginkgo biloba - maidenhair tree	19	\$ 230.00	\$ 4,370.00
<i>Halesia caroliniana - mountain silverbell</i>	15	\$ 230.00	\$ 3,450.00
Koelreuteria paniculata - goldenraintree	15	\$ 230.00	\$ 3,450.00
Liquidambar styraciflua - sweetgum	19	\$ 230.00	\$ 4,370.00
Liriodendron tulipifera - tuliptree	19	\$ 230.00	\$ 4,370.00
Metasequoia glyptostrobilus - dawnredwood	10	\$ 230.00	\$ 2,300.00
Ostrya paniculata - hophornbeam	18	\$ 230.00	\$ 4,140.00
Parrotia persica - Persian parrotia	15	\$ 230.00	\$ 3,450.00
Quercus acatissima - Sawtooth Oak	7	\$ 230.00	\$ 1,610.00
Quercus imbricaria - Shingle Oak	6	\$ 230.00	\$ 1,380.00
Quercus macrocarpa - Burr Oak	7	\$ 230.00	\$ 1,610.00
Quercus rubrum - Red Oak	6	\$ 230.00	\$ 1,380.00
<i>Stewartia koreana - Korean Stewartia</i>	6	\$ 230.00	\$ 1,380.00
<i>Syringa reticulata - Japanese tree lilac</i>	16	\$ 230.00	\$ 3,680.00
Tilia chordata - littleleaf linden	17	\$ 230.00	\$ 3,910.00
Ulmus parviflora - Chinese elm	15	\$ 230.00	\$ 3,450.00

Bold / Italics indicates trees only acceptable as single-stemmed trees

GRAND TOTAL FOR TREE PLANTING OF LISTED SPECIES

\$ 101,200.00

Page 2

PROPOSAL FORM - 2023 RIGHT-OF-WAY STREET TREE PLANTING PROGRAM

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ACCEPTABLE SUBSTITUTION / ALTERNATIVE SPECIES (2" caliper; 8 - 12' tall)	
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Ginkgo biloba 'Fastigiata' - Columnar ginkgo	\$ 230.00
Gymnocladus dioica - Kentucky coffeetree 'Macho'	\$ 230.00
Liquidambar styraciflua 'Slender silhouette'-columnar sweetgum	\$ 230.00
Maackia amurensis - Amur Maackia	\$ 230.00
Nyssa sylvatica - blackgum	\$ 230.00
Phellodendron amurense - Amur corktree	\$ 230.00
Prunus virginiana - Chokecherry	\$ 230.00
Quercus bicolor - Swamp White Oak	\$ 230.00
Quercus robur 'fastigiata' - columnar English oak	\$ 230.00
Styphnolobium japonicum - Japanese Pogadatre	\$ 230.00
Zelkova serrata - Japanese zelkova	\$ 230.00

The undersigned agrees that, if the proposed made herein is accepted, they will satisfactorily perform, and complete all of the work, and meet all of the requirements, and obligations imposed him by the contract including the plans, specifications, and general conditions by June 30th, 2023.

Also, the undersigned agrees that, if the above proposal is accepted, they will execute the contract, and furnish acceptable bonds, and insurance within fifteen (15) calendar days from such acceptance.

To guarantee their fulfillment of the foregoing covenants, the bidder attaches hereto his certified check, or bid bond in the sum of \$5,060 (5% of proposal) and agrees that same shall be forfeited to the City of Livonia in the event of their failure to execute the contract or furnish acceptable bonds, not as a penalty, but as actual liquidated damages. The City shall not be required to provide or show such liquidated damages.

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Telephone Number: 734-495-1700

Fax Number: 734-495-1131

By: Adam Sulek
X Adam Sulek
 Its: General Manager

Crimboli Nursery INC
 Firm Name

50145 Ford Rd
 Firm Address

Canton, MI 48187
 City / State / Zip

Date: 1.24.22

PROPOSAL FORM

2022 RIGHT-OF-WAY STREET TREE PLANTING PROGRAM

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

Dear Council Members:

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2022 RIGHT-OF-WAY STREET TREE PLANTING PROGRAM

The planting of approximately **440** right-of-way trees, as listed on pages of this contract.

Trees received must be a diversity of small, medium and Large species.

SCHEDULE OF PRICES

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Aesculus x camea 'Briotii' - horsechestnut	19	\$	\$
<i>Amelanchier species - serviceberry</i>	19	\$	\$
<i>Betula nigra - River Birch</i>	19	\$	\$
Carpinus caroliniana - hornbeam	18	\$	\$
Cercidiphyllum japonicum - katsuratree	18	\$	\$
<i>Cercis canadensis - redbud</i>	19	\$	\$
Celtis occidentalis - hackberry	19	\$	\$
Chiananthus virginicus - fringetree	6	\$	\$
Cladrastis kentukea - yellowwood	17	\$	\$
<i>Cornus kousa - Kousa Dogwood</i>	19	\$	\$
<i>Crataegus spp. - THORNLESS Hawthorne</i>	19	\$	\$
Eucommia ulmoides - rubber tree	19	\$	\$
Ginkgo biloba - maidenhair tree	19	\$	\$
<i>Halesia caroliniana - mountain silverbell</i>	15	\$	\$
Koelreuteria paniculata - goldenraintree	15	\$	\$
Liquidambar styraciflua - sweetgum	19	\$	\$
Liriodendron tulipifera - tuliptree	19	\$	\$
Metasequoia glyptostrobis - dawnredwood	10	\$	\$
Ostrya paniculata - hophornbeam	18	\$	\$
Parrotia persica - Persian parrotia	15	\$	\$
Quercus acatissima - Sawtooth Oak	7	\$	\$
Quercus imbricaria - Shingle Oak	6	\$	\$
Quercus macrocarpa - Burr Oak	7	\$	\$
Quercus rubrum - Red Oak	6	\$	\$
<i>Stewartia koreana - Korean Stewartia</i>	6	\$	\$
<i>Syringa reticulata - Japanese tree lilac</i>	16	\$	\$
Tilia chordata - littleleaf linden	17	\$	\$
Ulmus parviflora - Chinese elm	15	\$	\$

Bold / Italics indicates trees only acceptable as single-stemmed trees

GRAND TOTAL FOR TREE PLANTING OF LISTED SPECIES

\$ _____

PROPOSAL FORM - 2022 RIGHT-OF-WAY STREET TREE PLANTING PROGRAM**ADDITIONAL:**

Cost of Labor to plant a City-supplied tree: \$ _____ per tree

Cost to move a planted tree because resident doesn't want a tree, or that species: \$ _____ per tree

ACCEPTABLE SUBSTITUTION / ALTERNATIVE SPECIES (2" caliper; 8 - 12' tall)	
<u>Species</u>	<u>Price per Tree</u>
Alnus cordata - Italian Alder	\$
Carpinus betulus 'Columnaris' - Columnar European Hornbeam	\$
Ginkgo biloba 'Fastigiata' - Columnar ginkgo	\$
Gymnocladus dioica - Kentucky coffeetree 'Macho'	\$
Liquidambar styraciflua 'Slender silhouette'-columnar sweetgum	\$
Maackia amurensis - Amur Maackia	\$
Nyssa sylvatica - blackgum	\$
Phellodendron amurense - Amur corktree	\$
<i>Prunus virginiana</i> - Chokecherry	\$
<i>Quercus bicolor</i> - Swamp White Oak	\$
Quercus robur 'fastigiata' - columnar English oak	\$
<i>Styphnolobium japonicum</i> - Japanese Pogodatree	\$
Zelkova serrata - Japanese zelkova	\$

The undersigned agrees that, if the proposed made herein is accepted, they will satisfactorily perform, and complete all of the work, and meet all of the requirements, and obligations imposed him by the contract including the plans, specifications, and general conditions by June 30th, 2022.

Also, the undersigned agrees that, if the above proposal is accepted, they will execute the contract, and furnish acceptable bonds, and insurance within fifteen (15) calendar days from such acceptance.

To guarantee their fulfillment of the foregoing covenants, the bidder attaches hereto his certified check, or bid bond in the sum of \$ _____ (5% of proposal) and agrees that same shall be forfeited to the City of Livonia in the event of their failure to execute the contract or furnish acceptable bonds, not as a penalty, but as actual liquidated damages. The City shall not be required to provide or show such liquidated damages.

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Telephone Number: _____

Firm Name

Fax Number: _____

By: _____

Firm Address

Its: _____

City / State / Zip

Date: _____

PROPOSAL FORM

2023 RIGHT-OF-WAY STREET TREE PLANTING PROGRAM

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

Dear Council Members:

The undersigned, by the submission of this proposal, represents that they are familiar with and have determined for themselves the nature, and extent of the proposed work, and the conditions under which it must be performed, and completed, and agrees that they will contract with the City of Livonia furnish at, and for the following monies all materials, labor, equipment, permits, insurance, supervision, and all other things necessary, or incidental to complete the entire work in accordance with the appended specifications, general conditions, and related contract documents. By the submission of this bid, the undersigned represents that they are familiar with, and understand all of the above referenced contract documents.

2023 RIGHT-OF-WAY STREET TREE PLANTING PROGRAM

The OPTIONAL one year extension - planting of approximately **440** right-of-way trees, as listed on pages of this contract. Trees received must be a diversity of small, medium and Large species.

SCHEDULE OF PRICES

Unit prices of assorted tree species measured at **2" caliper, balled and burlapped, and 10 -16' tall.**

Species	Number	Unit Price	Total Price
<i>Acer Griseum - paperbark maple</i>	19	\$ 315.00	\$ 5,985.00
Aesculus x camea 'Briotii' - horsechestnut	19	\$ 315.00	\$ 5,985.00
<i>Amelanchier species - serviceberry</i>	19	\$ 320.00	\$ 6,080.00
<i>Betula nigra - River Birch</i>	19	\$ 295.00	\$ 5,605.00
Carpinus caroliniana - hornbeam	18	\$ 340.00	\$ 6,120.00
Cercidiphyllum japonicum - katsuratree	18	\$ 340.00	\$ 6,120.00
<i>Cercis canadensis - redbud</i>	19	\$ 325.00	\$ 6,175.00
Celtis occidentalis - hackberry	19	\$ 340.00	\$ 6,460.00
Chiananthus virginicus - fringetree	6	\$ 330.00	\$ 1,980.00
Cladrastis kentukea - yellowwood	17	\$ 330.00	\$ 5,610.00
<i>Cornus kousa - Kousa Dogwood</i>	19	\$ 325.00	\$ 6,175.00
<i>Crataegus spp. - THORNLESS Hawthorne</i>	19	\$ 325.00	\$ 6,175.00
Eucommia ulmoides - rubber tree	19	\$ 330.00	\$ 6,270.00
Ginkgo biloba - maidenhair tree	19	\$ 330.00	\$ 6,270.00
<i>Halesia caroliniana - mountain silverbell</i>	15	\$ 325.00	\$ 4,875.00
Koelreuteria paniculata - goldenraintree	15	\$ 330.00	\$ 4,950.00
Liquidambar styraciflua - sweetgum	19	\$ 325.00	\$ 6,175.00
Liriodendron tulipifera - tuliptree	19	\$ 320.00	\$ 6,080.00
Metasequoia glyptostrobilus - dawnredwood	10	\$ 325.00	\$ 3,250.00
Ostrya paniculata - hophornbeam	18	\$ 340.00	\$ 6,120.00
Parrotia persica - Persian parrotia	15	\$ 320.00	\$ 4,800.00
Quercus acatissima - Sawtooth Oak	7	\$ 320.00	\$ 2,240.00
Quercus imbricaria - Shingle Oak	6	\$ 320.00	\$ 1,920.00
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Quercus rubrum - Red Oak	6	\$ 320.00	\$ 1,920.00
<i>Stewartia koreana - Korean Stewartia</i>	6	\$ 330.00	\$ 1,980.00
<i>Syringa reticulata - Japanese tree lilac</i>	16	\$ 330.00	\$ 5,280.00
Tilia chordata - littleleaf linden	17	\$ 330.00	\$ 5,610.00
Ulmus parviflora - Chinese elm	15	\$ 325.00	\$ 4,875.00

Bold / Italics indicates trees only acceptable as single-stemmed trees

GRAND TOTAL FOR TREE PLANTING OF LISTED SPECIES

440

\$143,325.00_____

PROPOSAL FORM - 2023 RIGHT-OF-WAY STREET TREE PLANTING PROGRAM**ADDITIONAL:**

Cost of Labor to plant a City-supplied tree: \$175 per tree

Cost to move a planted tree because resident doesn't want a tree, or that species: \$350 per tree

ACCEPTABLE SUBSTITUTION / ALTERNATIVE SPECIES (2" caliper; 8 - 12' tall)	
Species	Price per Tree
Alnus cordata - Italian Alder	\$ 330.00
Carpinus betulus 'Columnaris' - Columnar European Hornbeam	\$ 340.00
Ginkgo biloba 'Fastigiata' - Columnar ginkgo	\$ 345.00
Gymnocladus dioica - Kentucky coffeetree 'Macho'	\$ 335.00
Liquidambar styraciflua 'Slender silhouette'-columnar sweetgum	\$ 330.00
Maackia amurensis - Amur Maackia	\$ 330.00
Nyssa sylvatica - blackgum	\$ 330.00
Phellodendron amurense - Amur corktree	\$ 330.00
Prunus virginiana - Chokecherry	\$ 330.00
Quercus bicolor - Swamp White Oak	\$ 320.00
Quercus robur 'fastigiata' - columnar English oak	\$ 320.00
Styphnolobium japonicum - Japanese Pogodatree	\$ 330.00
Zelkova serrata - Japanese zelkova	\$ 330.00

The undersigned agrees that, if the proposed made herein is accepted, they will satisfactorily perform, and complete all of the work, and meet all of the requirements, and obligations imposed him by the contract including the plans, specifications, and general conditions by June 30th, 2023.

Also, the undersigned agrees that, if the above proposal is accepted, they will execute the contract, and furnish acceptable bonds, and insurance within fifteen (15) calendar days from such acceptance.

To guarantee their fulfillment of the foregoing covenants, the bidder attaches hereto his certified check, or bid bond in the sum of \$7,166.25 (5% of proposal) and agrees that same shall be forfeited to the City of Livonia in the event of their failure to execute the contract or furnish acceptable bonds, not as a penalty, but as actual liquidated damages. The City shall not be required to provide or show such liquidated damages.

No bid shall be withdrawn for at least sixty (60) days after the scheduled closing time for receiving bids.

The undersigned agrees that the City of Livonia may increase, or decrease the quantity of work as described in the specifications, and in accordance with the "Schedules of Prices" included in this proposal.

The undersigned represents that they acknowledge that the City reserves the right to accept, or reject any bid, or all bids, and to waive irregularities in bids.

Telephone Number: (810) 404-7607

MTH Landscaping, Inc.
Firm Name

Fax Number: _____

240 W Cooper Rd
Firm Address

By: Matt Horning

Its: President

Sandusky, MI 48471
City / State / Zip

Date: 1/23/22

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 16, 2022**

Meeting was called to order at 8:02 p.m. by President Jim Jolly. Present: Vice President Laura Toy (via conference phone), Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier; City Attorney, Thomas Goralski; Police Chief and Doug Moore, Assistant Director of Public Works.

14. AWARD OF BID: Public Works Division, re: for the 2022 Right-Of-Way Tree & Stump Removal program, from budgeted funds.

Doug Moore, Assistant Director of Public Works, presented the request to Council.

Brandon McCullough offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

14.

DPW
January 27, 2022

MEETING DATE

Study Meeting of
February 16, 2022

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

AWARD OF BID: Public Works Division, re: for the 2022 Right-Of-Way Tree & Stump Removal program, from budgeted funds.

BACKGROUND

The Department of Public Works has taken bids for the removal of approximately 460 trees on the City right-of-way. As required by Finance Ordinance specifications were prepared and bid invitations were posted on the BidNet website. One company submitted a bid which was opened on January 25, 2022. The bid is attached.

RECOMMENDATION

It is the recommendation of the Department of Public Works that the contract for the 2022 ROW Tree & Stump Removal program be awarded to the sole bidder, G's Trees, Inc., 1665 Layayette, Lincoln Park, MI 48146 in an amount not to exceed \$282,160.00. In 2021, the DPW had to release the winner of the tree removal contract due to unacceptable work practices. G's Trees stepped in to assist the City along with the replacement contractor with the remaining items on the removal list. We found their work to be very professional and up to City standards.

FISCAL CONSIDERATION

Approve the expenditure of \$282,160.00 from budgeted funds from G/L account 226-528-818-045

ATTACHMENTS

1. Gs Trees 2022 Removal Bid

APPROVED BY

Date: January 27, 2022

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



Date: January 28, 2022

Don Rohraff, Director of Public Works



Date: January 31, 2022

Michael Slater, Finance Director



Date: February 03, 2022

Maureen Miller Brosnan, Mayor

PLEASE SUBMIT IN TRIPLICATE

PROPOSAL FORM
2022 STREET TREE, AND STUMP REMOVAL PROGRAM

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

Dear Council Members:

The undersigned, by the submission of this proposal, represents that they are familiar with and have determined for themselves the nature, and extent of the proposed work, and the conditions under which it must be performed, and completed, and agrees that they will contract with the City of Livonia furnish at, and for the following monies all materials, labor, equipment, permits, insurance, supervision, and all other things necessary, or incidental to complete the entire work in accordance with the appended specifications, general conditions, and related contract documents. By the submission of this bid, the undersigned represents that they are familiar with, and understand all of the above referenced contract documents.

RIGHT OF WAY TREE AND STUMP REMOVAL

The removal of approximately 460 trees, and grinding of 460 stumps, as listed on pages of this contract plus additional trees, and stumps as found through the 2022 season.

SCHEDULE OF PRICES

Unit prices of tree removal, and stump grinding based on the diameter at breast height (DBH):

Size	Number	Unit Price	Total Price
Up to 12"	88	\$ 100.00	\$ 8,800.00
13" to 18"	46	\$ 120.00	\$ 5,520.00
19" to 24"	100	\$ 160.00	\$ 16,000.00
25" to 30"	114	\$ 250.00	\$ 28,500.00
31" to 36"	51	\$ 610.00	\$ 31,110.00
37" to 42"	39	\$ 1,320.00	\$ 51,480.00
43" to 48"	17	\$ 1,550.00	\$ 26,350.00
49", and over	5	\$ 1,800.00	\$ 9,000.00
TOTAL FOR TREE REMOVAL	460		176,760.00

Size	Number	Unit Price	Total Price
Up to 12"	88	\$ 110.00	\$ 9,680.00
13" to 18"	46	\$ 130.00	\$ 5,980.00
19" to 24"	100	\$ 140.00	\$ 14,000.00
25" to 30"	114	\$ 160.00	\$ 18,240.00
31" to 36"	51	\$ 275.00	\$ 14,025.00
37" to 42"	39	\$ 625.00	\$ 24,375.00
43" to 48"	17	\$ 800.00	\$ 13,600.00
49", and over	5	\$ 1,100.00	\$ 5,500.00
TOTAL FOR STUMP REMOVAL	460		\$105,400.00

GRAND TOTAL FOR TREE REMOVAL, AND STUMP GRINDING \$ **282,160.00**

Page 2

Proposal Form - 2022 Right of Way Tree, and Stump Removal Program

The undersigned agrees that, if the proposed made herein is accepted, they will satisfactorily perform, and complete all of the work, and meet all of the requirements, and obligations imposed him by the contract including the plans, specifications, and general conditions by October 31, 2022.

Also, the undersigned agrees that, if the above proposal is accepted, they will execute the contract, and furnish acceptable bonds, and insurance within fifteen (15) calendar days from such acceptance.

To guarantee their fulfillment of the foregoing covenants, the bidder attaches hereto his certified check, or bid bond in the sum of \$_____ (5% of proposal) and agrees that same shall be forfeited to the City of Livonia in the event of their failure to execute the contract or furnish acceptable bonds, not as a penalty, but as actual liquidated damages. The City shall not be required to provide or show such liquidated damages.

No bid shall be withdrawn for at least sixty (60) days after the scheduled closing time for receiving bids.

The undersigned agrees that the City of Livonia may increase, or decrease the quantity of work as described in the specifications, and in accordance with the "Schedules of Prices" included in this proposal.

The undersigned represents that they acknowledge that the City reserves the right to accept, or reject any bid, or all bids, and to waive irregularities in bids.

313-995-0029

Fax Number: _____

G's Trees, Inc
Firm Name

1665 Lafayette
Firm Address

Lincoln Park, MI 48146
City / State / Zip

By William Gamez

Its Owner

Date: 24-Jan-22

PLEASE SUBMIT IN TRIPLICATE

PROPOSAL FORM
2023 STREET TREE, AND STUMP REMOVAL PROGRAM

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

Dear Council Members:

The undersigned, by the submission of this proposal, represents that they are familiar with and have determined for themselves the nature, and extent of the proposed work, and the conditions under which it must be performed, and completed, and agrees that they will contract with the City of Livonia furnish at, and for the following monies all materials, labor, equipment, permits, insurance, supervision, and all other things necessary, or incidental to complete the entire work in accordance with the appended specifications, general conditions, and related contract documents. By the submission of this bid, the undersigned represents that they are familiar with, and understand all of the above referenced contract documents.

RIGHT OF WAY TREE AND STUMP REMOVAL

OPTIONAL FIRST - ONE YEAR EXTENSION -The removal of approximately 460 trees, and grinding of 460 stumps, as listed on pages of this contract plus additional trees, and stumps as found through the 2023 season.

SCHEDULE OF PRICES

Unit prices of tree removal, and stump grinding based on the diameter at breast height (DBH):

Size	Number	Unit Price	Total Price
Up to 12"	88	\$	\$
13" to 18"	46	\$	\$
19" to 24"	100	\$	\$
25" to 30"	114	\$	\$
31" to 36"	51	\$	\$
37" to 42"	39	\$	\$
43" to 48"	17	\$	\$
49", and over	5	\$	\$
TOTAL FOR TREE REMOVAL	460		\$

Size	Number	Unit Price	Total Price
Up to 12"	88	\$	\$
13" to 18"	46	\$	\$
19" to 24"	100	\$	\$
25" to 30"	114	\$	\$
31" to 36"	51	\$	\$
37" to 42"	39	\$	\$
43" to 48"	17	\$	\$
49", and over	5	\$	\$
TOTAL FOR STUMP REMOVAL	460		\$

GRAND TOTAL FOR TREE REMOVAL, AND STUMP GRINDING

\$ _____

Page 2

Proposal Form - 2023 Right of Way Tree, and Stump Removal Program

The undersigned agrees that, if the proposed made herein is accepted, they will satisfactorily perform, and complete all of the work, and meet all of the requirements, and obligations imposed him by the contract including the plans, specifications, and general conditions by October 31, 2023.

Also, the undersigned agrees that, if the above proposal is accepted, they will execute the contract, and furnish acceptable bonds, and insurance within fifteen (15) calendar days from such acceptance.

To guarantee their fulfillment of the foregoing covenants, the bidder attaches hereto his certified check, or bid bond in the sum of \$_____ (5% of proposal) and agrees that same shall be forfeited to the City of Livonia in the event of their failure to execute the contract or furnish acceptable bonds, not as a penalty, but as actual liquidated damages. The City shall not be required to provide or show such liquidated damages.

No bid shall be withdrawn for at least sixty (60) days after the scheduled closing time for receiving bids.

The undersigned agrees that the City of Livonia may increase, or decrease the quantity of work as described in the specifications, and in accordance with the "Schedules of Prices" included in this proposal.

The undersigned represents that they acknowledge that the City reserves the right to accept, or reject any bid, or all bids, and to waive irregularities in bids.

Telephone Number: _____

Firm Name

Fax Number: _____

Firm Address

City / State / Zip

By _____

Its _____

Date: _____

PLEASE SUBMIT IN TRIPLICATE

PROPOSAL FORM
2024 STREET TREE, AND STUMP REMOVAL PROGRAM

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

Dear Council Members:

The undersigned, by the submission of this proposal, represents that they are familiar with and have determined for themselves the nature, and extent of the proposed work, and the conditions under which it must be performed, and completed, and agrees that they will contract with the City of Livonia furnish at, and for the following monies all materials, labor, equipment, permits, insurance, supervision, and all other things necessary, or incidental to complete the entire work in accordance with the appended specifications, general conditions, and related contract documents. By the submission of this bid, the undersigned represents that they are familiar with, and understand all of the above referenced contract documents.

RIGHT OF WAY TREE AND STUMP REMOVAL

OPTIONAL SECOND - ONE YEAR EXTENSION - The removal of approximately 460 trees, and grinding of 460 stumps, as listed on pages of this contract plus additional trees, and stumps as found through the 2024 season.

SCHEDULE OF PRICES

Unit prices of tree removal, and stump grinding based on the diameter at breast height (DBH):

Size	Number	Unit Price	Total Price
Up to 12"	88	\$	\$
13" to 18"	46	\$	\$
19" to 24"	100	\$	\$
25" to 30"	114	\$	\$
31" to 36"	51	\$	\$
37" to 42"	39	\$	\$
43" to 48"	17	\$	\$
49", and over	5	\$	\$
TOTAL FOR TREE REMOVAL	460		\$

Size	Number	Unit Price	Total Price
Up to 12"	88	\$	\$
13" to 18"	46	\$	\$
19" to 24"	100	\$	\$
25" to 30"	114	\$	\$
31" to 36"	51	\$	\$
37" to 42"	39	\$	\$
43" to 48"	17	\$	\$
49", and over	5	\$	\$
TOTAL FOR STUMP REMOVAL	460		\$

GRAND TOTAL FOR TREE REMOVAL, AND STUMP GRINDING

\$ _____

Page 2

Proposal Form - 2024 Right of Way Tree, and Stump Removal Program

The undersigned agrees that, if the proposed made herein is accepted, they will satisfactorily perform, and complete all of the work, and meet all of the requirements, and obligations imposed him by the contract including the plans, specifications, and general conditions by October 31, 2024.

Also, the undersigned agrees that, if the above proposal is accepted, they will execute the contract, and furnish acceptable bonds, and insurance within fifteen (15) calendar days from such acceptance.

To guarantee their fulfillment of the foregoing covenants, the bidder attaches hereto his certified check, or bid bond in the sum of \$_____ (5% of proposal) and agrees that same shall be forfeited to the City of Livonia in the event of their failure to execute the contract or furnish acceptable bonds, not as a penalty, but as actual liquidated damages. The City shall not be required to provide or show such liquidated damages.

No bid shall be withdrawn for at least sixty (60) days after the scheduled closing time for receiving bids.

The undersigned agrees that the City of Livonia may increase, or decrease the quantity of work as described in the specifications, and in accordance with the "Schedules of Prices" included in this proposal.

The undersigned represents that they acknowledge that the City reserves the right to accept, or reject any bid, or all bids, and to waive irregularities in bids.

Telephone Number: _____

Firm Name

Fax Number: _____

Firm Address

City / State / Zip

By _____

Its _____

Date: _____

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 16, 2022**

Meeting was called to order at 8:02 p.m. by President Jim Jolly. Present: Vice President Laura Toy (via conference phone), Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier; City Attorney, Thomas Goralski; Police Chief and Doug Moore, Assistant Director of Public Works.

15. REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) 2022 FORD F250 PICKUP TRUCK THROUGH THE STATE OF MICHIGAN AND MACOMB COUNTY BID PROCESS: Public Works Division, re: for use by the Water Department, from budgeted funds.

Doug Moore, Assistant Director of Public Works, presented the request to Council.

Scott Bahr offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

15.

DPW
February 4, 2022

MEETING DATE

Study Meeting of
February 16, 2022

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) 2022 FORD F250 PICKUP TRUCK THROUGH THE STATE OF MICHIGAN AND MACOMB COUNTY BID PROCESS: Public Works Division, re: for use by the Water Department, from budgeted funds.

BACKGROUND

Recommendation to purchase one 2022 Ford F250 pickup truck for use by the Water Department (ID# 435) through the State of Michigan Procurement Agreement (071B7700180) and the Macomb County Contract (#21-18) from Signature Ford, 1960 E. Main St., Owosso, MI 48867 at a cost of \$30,414.00. Upfitting of said vehicle will be done by Truck & Trailer Specialties, 900 Grand Oaks Dr., Howell, MI 48843 at a cost of \$35,096.00, through the Rochester Hills Co-Op agreement RFP-RH-20-023. Total cost is \$65,510.00. This purchase will not increase our fleet size. A comparable unit will be disposed of through public auction.

RECOMMENDATION

The DPW respectfully requests authorization to purchase through the State of Michigan Procurement Agreement (071B7700180) and the Macomb County Contract (#21-18) one 2022 Ford F250 pickup truck from Signature Ford for \$30,414.00 . Further requesting approval for upfitting of said vehicle through the Rochester Hills Co-Op agreement RFP-RH-20-023 awarded to Truck & Trailer Specialties for \$34,096.00; a total of \$65,510.00 from budgeted funds

FISCAL CONSIDERATION

Sufficient funds are budgeted in Water and Sewer account no. 592-148-000

Signature Ford: \$30,414.00

Truck & Trailer: \$35,096.00

TOTAL: \$65,510.00

ATTACHMENTS

1. ITP 2022 - Ford F250 Super Cab - 435 Water

APPROVED BY



Don Rohraff, Director of Public Works

Date: February 04, 2022



Michael Slater, Finance Director

Date: February 04, 2022



Maureen Miller Brosnan, Mayor

Date: February 4, 2022

DEPARTMENT OF PUBLIC WORKS

MAUREEN MILLER BROSNAN
MAYOR

DONALD R. ROHRAFF
DIRECTOR OF PUBLIC WORKS

DOUGLAS L. MOORE, MSA
ASST. DIRECTOR OF PUBLIC WORKS

JACOB RUSHLOW
ASST. DIRECTOR OF PUBLIC WORKS



12973 FARMINGTON ROAD
LIVONIA, MICHIGAN 48150-4202
(734) 466-2655
FAX: (734) 466-2660

MAINTENANCE SERVICES

- Roads
- Parks
- Water
- Sewer
- Building
- Animal Control
- Forestry
- Equipment
- Storm Drains
- Traffic Signs
- Solid Waste / Recycling

January 4, 2022

Mr. Bill Campbell
Signature Ford
1960 E. Main Street
Owosso, MI 48867

Re: City of Livonia Intent to Purchase

Dear Mr. Campbell:

This letter is to inform Signature Ford of the intentions of the City of Livonia to proceed with the acquisition of one 2022 Ford F250 Super Cab 4x4 Pickup 8' Box in White in response to your quote dated December 9, 2021.

We are in the process of taking our requests to City Council for approval.

Thank you for your assistance while this process is taking place. Feel free to contact Gary Garrison, 734-466-2641, or myself, with any questions.

Respectfully submitted,

Donald R. Rohraff
Director
Department of Public Works

DRR/jar
#435



December 13, 2021

City of Livonia DPW
Attn: Gary Garrison
12973 Farmington Road
Livonia, MI 48150

Dear Gary Garrison:

Price on 2022 Vehicle State of Michigan Contract# 071B7700180 and Macomb County Contract# 21-18 Bid:

(1) 2022 Ford F250 Super Cab 4x4 Pickup 8' Box in White **\$30,414.00 ea**

*** Water Truck #435**

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty . Service to be handled by your local Ford Dealer.

Order Cutoff Date: Order Bank Stock.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.M

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

2022 F-250 Reg. Cab, SuperCab, Crew Cab Major Standard Equipment

MECHANICAL

- Brakes – Four-Wheel Disc Anti-lock Brake System (ABS)
- Electronic-Shift-On-the-Fly (ESOF) (4x4 only)
- Engine 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel)
- Transmission TorqShift®-G six-speed automatic w/SelectShift®
- Fuel Tanks
 - 29 Gallon (Diesel Engine) – 142" or 148" Wheelbase
 - 34 Gallon (Diesel Engine) – 160" or 164" Wheelbase
 - 34 Gallon (Gas Engine) – NA 176" Wheelbase
 - 48 Gallon (Gas Engine) – 176" Wheelbase
 - 48 Gallon (Diesel Engine) – 176" Wheelbase

EXTERIOR

- Bumpers – front & rear, black painted
- Doors
 - Two (Regular Cab only)
 - Four (SuperCab/Crew Cab only)
- Front License Plate Bracket
- Fender vents – front
- Front License Plate Bracket
- Glass – solar-tinted
- Grille – black painted
- Handles – door & tailgate, black
- Jack
- 2-Ton mechanical
- Lamps – pickup box and cargo area
- Manual Locking Hubs (4x4)
- Moldings – tailgate and box-rail
- Pickup box – partitionable & stackable
- Spare tire, wheel, lock & frame mounted carrier
- Splash Guards/Mud Flaps – Front (F-450 only)
- Tailgate – Removable w/key lock
- "Three-Blink" lane change signal
- Tow hooks – front, two (2)
- Trailer Sway Control
- Trailer Tow Package – 7-wire harness w/relays & 7/4 pin connector
- Wheels
 - 17" Argent Painted Steel w/painted hub covers/center ornaments
 - Manual Locking Hubs (4x4)
 - Spare tire, wheel, lock & carrier
 - Windshield wipers – intermittent

INTERIOR/COMFORT

- 2.3" Productivity Screen in IP Cluster
- Air conditioning – manual, single zone
- Cabin Air Particulate Filter
- Convenience
 - Coat hooks – LH/RH color-coordinated
 - Dash top tray
 - Dome Lamp – LH/RH door activated & I/P switch operated w/delay
 - Handles, grab – driver & front-passenger
 - Handles, roof ride – front-passenger (also over rear-doors on Crew Cab)
 - Map lights – dual (front and rear w/Crew Cab)
 - Powerpoint, auxiliary
 - Door-trim – armrest/grab handle & reflector
 - Floor covering – Black, full length vinyl
 - Headliner – color-coordinated cloth
 - Hood release
 - Horn – dual electric
 - Instrument panel – color-coordinated w/dual glove box, 4 air registers w/positive shut off, powerpoint
 - Instrumentation – Multi-function switch message center w/Ice Blue® Lighting
 - Mirror – rearview 11.5" day/night
 - Outside Temperature Display
 - Overhead console w/dual storage bins and map lights (NA Regular Cab)
 - Powerpoint – auxiliary two (2) in instrument panel
 - Scuff plates – front, color-coordinated
 - Seats – Front, HD vinyl, 40/20/40 split bench with center armrest, cupholder and storage (manual lumbar – driver's side), front center-seat w/integrated restraint
 - Steering – power

- Steering damper
- Steering wheel – black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control
- Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror
- Window – Rear, fixed
- Windshield wipers – intermittent

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger frontal and side airbag/curtain
 - Passenger side airbag deactivation switch
- Belt-Minder® (front safety belt reminder)
 - chime & flashing warning light on I/P if belts not buckled
- Center High-mounted Stop Lamp (CHMSL)
- Child tethers (Regular Cab, front-passenger and all rear-seating positions)
- Driver and passenger frontal airbag; passenger side deactivation Switch
- Headlamps – Quad beam jewel effect halogen
- Individual Tire Pressure Monitoring System (TPMS)
- Mirrors – manually telescoping two-way fold trailer tow with manual glass
- Rear View Camera
- Safety belts – w/height adjustment D-ring
- Safety Belts
 - Belt-Minder® front safety belt reminder – chime and flashing warning light on instrument cluster if belts not buckled
 - Color-coordinated w/height adjustment (front-outboard seating positions only)
- SecuriLock® Passive Anti-Theft System (PATS); includes MyKey® owner controls feature
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control (SEIC)
- Safety Canopy® System (incl. side-curtain airbags)
- SecuriLock® Passive Anti-Theft System; includes MyKey® owner controls feature (PATS)
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control

DRIVER ASSIST

- AutoLamp (Auto On/Off Headlamps)
- Hill Start Assist

FUNCTIONAL

- Alternator 200 Amp
- Axle
 - Twin I-beam front axle w/coil spring suspension (narrow front track) – 4x2
 - Mono-beam front axle w/coil spring suspension (narrow front track) – 4x4
- Rear – Non-Limited-Slip
- Audio – AM/FM stereo/MP3 Player (four (4))
- Battery
 - Gas engine – 650-CCA, 72-AH (XL only)
 - Diesel engine – 750-CCA, 78-AH, dual
- FordPass™ Connect 4G Wi-Fi Modem
- 4G LTE Wi-Fi hotspot connects up to 10 devices
- Remotely start, lock and unlock vehicle2
- Schedule specific times to remotely start vehicle
- Locate parked vehicle
- Check vehicle status
- Intelligent Oil-Life Monitor® (6.7L Power Stroke® Diesel engine)
- Oil minder system (6.2L Gas engine)
- Shock absorbers – heavy-duty gas
- Stabilizer bar – front
- Rear axle
 - Non-Limited-Slip
- SYNC®
 - Enhanced Voice Recognition Communication and Entertainment System
 - 911 Assist®
 - 4.2" LCD Center Stack screen
 - AppLink®

9950# GVWR Regular Cab 8 Ft. Box, 142"WB, 10000# GVWR

☐	Base Price 4x2 (F2A/600a), (T.4)	\$23,758.00
☐	Base Price 4x4 (F2B/600a), (T.6)	\$26,211.00
☐	Base Price 4x4 (F2B/600a), (T.9) (6.7L Diesel Engine)	\$33,996.00

10000# GVWR SuperCab 6 3/4 Ft. SHORT Box, 148"WB, 10000# GVWR

☐	Base Price 4x2 (X2A/600a)	\$25,607.00
☐	Base Price 4x4 (X2B/600a), (T.7)	\$28,059.00

10000# GVWR SuperCab 8 Ft. Box, 164"WB, 10000# GVWR

☐	Base Price 4x2 (X2A/600a), (T.5)	\$25,783.00
☒	Base Price 4x4 (X2B/600a) (T.8)	\$28,244.00

10000# GVWR Crew Cab 6 3/4 Ft. SHORT Box, 160" WB, 10000# GVWR

☐	Base Price 4x2 (W2A/600a)	\$26,713.00
☐	Base Price 4x4 (W2B/600a)	\$29,170.00

10000# GVWR Crew Cab 8 Ft. Box, 176" WB, 10000# GVWR

☐	Base Price 4x2 (W2A/600a)	\$26,888.00
☐	Base Price 4x4 (W2B/600a)	\$29,350.00

<u>Available Standard Options</u>	<u>Option</u>	<u>Price</u>	
		<u>Reg.&Super/Crewcab</u>	
☐ 6.7L Power Stroke 4V Diesel V8 (B20)/10-Spd Auto.	99T/44G	10,495.00	
☐ 7.3L 2V DECVT NA PFI V8 Gas/TorqShift 10-Spd Auto.	99N/44G	2,045.00	
☐ CNG/LPG Fuel Capable Engine (w/ 6.2L only)	98F	315.00	
☐ Engine Block Heater	41H	100.00	
☐ Rapid-Heat Supplemental Cab Heater (6.7L Diesel Only)	41A	250.00	
☐ Seats, 40/20/40 Split Bench Cloth	1S	100.00/315.00	
☐ Seat, Vinyl High Back Buckets (Regular Cab only)	LS	355.00	
☐ Seats, Cloth High Back Buckets	4S	515.00/615.00	
☐ Tires, LT245/75Rx17E All-Terrain (5)	TBM	165.00	
☐ Tires, LT265/70R17E OWL All-Terrain (4)(Spare is BSW)	TCD	455.00	
☐ CNG/LPG Prep Fuel Capable Engine	98F	315.00	
☐ Engine Idle Shutdown (avail. w/6.7L diesel Only)	63T	250.00	
☐ Operator Commanded Regeneration (OCR) (6.7L Diesel Only)	98R	250.00	
☒ Power Windows, Locks, Heated Mirrors, and Remote Keyless Entry	90L/54K	915.00/	1125.00cc
☐ Powercode Remote Start System (Req. Power Equip. Grp 90L) 76S		250.00	
☐ Privacy Glass with Heated Backlight/Rear Window Defrost	43B/924	90.00	
(Requires Power Equipment 90L/54K)			
☐ Dual Alternators, Diesel only (total of 377 amps)	67B	115.00	
☐ Alternator 240 amp (6.2L Gas Only)	67E	85.00	
☐ Alternator 397 amp w/Dual Batteries (78 Amp.) (7.3L Gas Only)	67B/86M	325.00	
☐ Alternator 397 amp (6.7L Diesel Only)	67B	115.00	
☐ Dual Batteries (78 Amp.) (Gas Engines Only)	86M	210.00	
☐ 110V/400W Outlet (Includes 240 Amp Alternator 67E)	43C/67E	260.00	
☐ Keys Extra (Regular) \$75.00 x ___ =	Sig	75.00	ea
☒ Keys Extra (With Power Group) \$220.00 x 2 =	Sig	440.00	
☒ Trailer Brake Controller	52B	270.00	
☐ Transmission Power Take-Off Provision (Diesel Only)	62R	280.00	

[] Cab Steps Molded Black	18B	320.00/445.00
[] Reverse Vehicle Aid Sensor	76R	245.00
[] Roof Clearance Lights	592	80.00
[] Tailgate Step, Incl. Tailgate Assist, Step & Handle	85G	375.00
[] Speed Control	525	235.00
[x] Upfitter Switches (6) located in overhead console)	66S	165.00
[] Upfitter Interface Module	18A	295.00
[] 9900 GVWR Package	68D	100.00
[] 4x4 Off-Road Pkg (Incl.Skid Plates, E-Locking Axle & AT Tires)	17X/X3E/TBM	950.00
[x] Snow Plow Prep Package(N/A with 67H)	473	250.00
[] Camper Package	471	160.00
[] Snow Plow/Camper Package	47B	305.00
[] Suspension Package, Heavy Service(N/A with 473)	67H	125.00
[] XL Decor Group (Chrome front and rear step bumper, Bright chrome hub covers and center ornaments)	17F	220.00
[] XL Value Pkg (Chrome front and rear step bumper, Bright Chrome Hub Covers and Center Ornaments & Cruise Control)	96V	395.00
[] Fleet Drivers Assistance Package (Power Equipment Group, BLIS® (Blind Spot Information System) w/Cross-Traffic Alert And Trailer Tow (BLIS sensor in taillamp), Lane-Keeping Alert, Pre-Collision Assist with Automatic Emergency Braking (AEB) And Forward Collision Warning	96F/90L	1910.00
[] STX APPEARANCE PACKAGE (AM/FM Stereo MP3 player (speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab), Bright Chrome Grille, Bright Hub Covers, Chrome Front and Rear Step Bumpers, Cruise Control, STX Fender Vent Badge, 18" Sparkle Silver Painted Cast Aluminum Wheels (648), and LT275/65Rx18E BSW A/S (TCH) (4x2)/LT275/65Rx18E OWL A/T (TDU) (4x4)	17S	2155.00
[] Pickup Box Delete (8' box only)(Not Available w/7.3L V8)	66D	(465.00)
[] Rearview Camera Prep Kit for Box Delete (Includes Cab Wiring, Frame Wiring to the rear most cross member, and Video Display	872	415.00
[] Heavy Service Package for Pickup Box Delete Only	63R	125.00
[] Spare Tire & Rim (for Box delete only)	512	295.00
[] Axle, Electronic Locking	X3_	390.00
[] Daytime running Lights	942	45.00
[] Skid Plate Package	41P	100.00
[] Box Link Cleats	66B	75.00
[] Drop in Plastic Bedliner	85L	350.00
[] Tough Bed(Spray-in-bedliner)	85S	595.00
[] Bed Mat(N/A w/85S Tough Bed Spray-in-Bedliner)	85M	180.00
[x] Splash Guards/Mud Flaps	61S/62S	130.00
[] Wheel Well Liner (Front)	61L	180.00
[] Wheel Well Liner Front and Rear	61N	325.00
[] Exterior Backup Alarm	76C	140.00
[] LED Box Light (Not Available with LED Warning Strobes 91S)	66L	60.00
[] 360-Degree Dual Beacon LED Warning Strobes-Amber	91S	675.00

Total Price \$30,414.00 ea

Colors for F-250

<u>Exterior Colors</u>		<u>Interior Steel (Grey)</u>
Race Red	[PQ]	[]
Antimatter Blue Metallic	[HX]	[]
Iconic Silver Metallic	[JS]	[]
Agate Black	[UM]	[]
Oxford White	[Z1]	[x]
Carbonized Gray Metallic	[M7]	[]
Stone Gray	[D1]	[]
Atlas Blue Metallic	[B3]	[]
SPECIAL PAINT		
School Bus Yellow Add \$660.00	[BY]	[]
Omaha Orange Add \$660.00	[MB]	[]
Green Gem Add \$660.00	[W6]	[]

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 16, 2022**

Meeting was called to order at 8:02 p.m. by President Jim Jolly. Present: Vice President Laura Toy (via conference phone), Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier; City Attorney, Thomas Goralski; Police Chief and Doug Moore, Assistant Director of Public Works.

16. REQUEST TO APPROVE PROPOSED 2022 SIDEWALK REPAIR PROGRAM: Engineering Division, re: to include four (4) small target areas, in Sections 8, 17, 19 and 32, along with scattered locations throughout the City. (CR 784-82).

Todd Zilincik, City Engineer, presented the request to Council. He indicated that there are 440 locations on the list for sidewalk repair to be completed by this fall.

Scott Morgan offered an approving resolution for the Consent Agenda.

DIRECTION:	APPROVING	CONSENT
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LETTER TO THE LIVONIA CITY COUNCIL

16.

Engineering
February 2, 2022

MEETING DATE

Study Meeting of
February 16, 2022

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO APPROVE PROPOSED 2022 SIDEWALK REPAIR PROGRAM: Engineering Division, re: to include four (4) small target areas, in Sections 8, 17, 19 and 32, along with scattered locations throughout the City. (CR 784-82)

BACKGROUND

The City Council, by Resolution No. 784-82, concurred with and approved the Engineering Department's report dated September 30, 1982, relative to an annual sidewalk repair and maintenance program.

The proposed 2022 Sidewalk Repair Program consists of four (4) small target areas, in Sections 8, 17, 19 and 32. The program also includes scattered locations throughout the City that were generated through resident complaints and requests. The list indicating where sidewalks require installation, repair and/or replacement adjacent to private property are included. This year's program consists of approximately 440 locations.

RECOMMENDATION

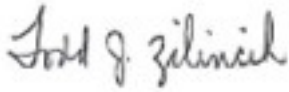
Also attached is a recommended resolution that, if adopted, will require the property owners shown on the attached lists to arrange for the installation, repair, or the removal and replacement of certain unsafe sections of sidewalk by July 8, 2022.

FISCAL CONSIDERATION

ATTACHMENTS

1. Proposed Resolution - 2022
2. CR 784-82
3. Proposed 2022 Sidewalk Program Location List for Council 2-3-22

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: February 02, 2022



Don Rohraff, Director of Public Works

Date: February 02, 2022



Maureen Miller Brosnan, Mayor

Date: February 03, 2022

PROPOSED RESOLUTION

RESOLVED, that having considered a communication from the City Engineer, dated February 3, 2022, approved by the Director of Public Works and approved for submission by the Mayor, to which is attached various lists of sidewalks requiring installation or replacement within miscellaneous locations throughout the City of Livonia, said list being included herein by reference, in connection with the 2022 Sidewalk Repair Program and for reasons stated, the Council does hereby require the respective owners of lots and premises referred to in said list, to install or to remove and replace sidewalk at such premises, and the City Clerk is hereby requested to do all things necessary to carry out the provisions of this resolution which is made pursuant to Section 12.04.340 of the Livonia Code of Ordinances, as amended; FURTHER, said notice shall set forth that the respective owners of lots and premises herein referred to shall complete said sidewalk work no later than July 8, 2022, after which date the Engineering Division shall arrange for the construction and/or reconstruction of the said sidewalks; FURTHER, the Council does hereby authorize the construction and/or reconstruction of various sections of sidewalks and crosswalks at several locations within the City inasmuch as the same are the City's responsibility.

AYES: Taylor, Feenstra, Gundersen, Bishop, Bennett, Ventura and McCann.

NAYS: None.

By Councilman Ventura, seconded by Councilman Bishop, it was

#783-82 RESOLVED, that having considered a communication from the CETA Program Administrator dated October 15, 1982, approved by the Finance Director and approved for submission by the Mayor, the Council does hereby approve and authorize expenditures from CETA funds of not to exceed \$45,590 for Ceramic Tile Setter training at the Detroit Metropolitan Ceramic Tile Joint Apprenticeship Committee, the same to be expended in the manner and in the amounts detailed in Attachment A.

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

AYES: Taylor, Feenstra, Gundersen, Bishop, Bennett, Ventura and McCann.

NAYS: None.

By Councilman Feenstra, seconded by Councilman Taylor, it was

#784-82 RESOLVED, that having considered a communication from the City Engineer dated September 30, 1982, approved by the Director of Public Works and approved for submission by the Mayor and which transmits a report which details a proposed annual sidewalk inspection and repair program, including procedures and recommendations for the implementation of same, the Council does hereby concur in and approve of the conclusions and recommendations set forth on Page 5 of the report, and in this regard the Council does hereby authorize the transfer of the sum of \$300 from Account No. 441-864 (Travel & Education) to Account No. 441-904 (Printing) for the purpose of printing pamphlets containing the information shown in Figure VI of the report.

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

AYES: Taylor, Feenstra, Gundersen, Bishop, Bennett, Ventura and McCann.

NAYS: None.

By Councilman Taylor, seconded by Councilman Bishop, it was

#785-82 RESOLVED, that the Council does hereby approve, authorize and establish the following Code of Ethics in connection with the awarding and granting of a Cable TV Franchise and requests that all elected, appointed and administrative personnel of the City comply with and adhere to the same, the said guidelines being as follows:

1. No one shall have any interest in any company providing cable TV manufacturing, installation or services, TV consultants, etc. (hereinafter known as "company") unless that interest is disclosed in writing to the Mayor and the President of the City Council.

2022 Program List for Council 2-3-22

	A	B	C
1	Address	Street Name	Section
2			
3	19474	Antago	1
4	29460	Seven Mile	2
5	19670	Donna	3
6	31644	Fairfax	3
7	19569	Hardy	3
8	19581	Hardy	3
9	19590	Hardy	3
10	19602	Hardy	3
11	19609	Parker	3
12	31958	Pembroke	3
13	33854	Bretton	4
14	33878	Bretton	4
15	33902	Bretton	4
16	33926	Bretton	4
17	20690	Chestnut Circle	4
18	19477	Fairlane Ct.	4
19	19489	Fairlane Ct.	4
20	33976	Fonville	4
21	34000	Fonville	4
22	34024	Fonville	4
23	34048	Fonville	4
24	19252	Gary	4
25	19357	Gary	4
26	19526	Gary	4
27	19617	Gary	4
28	19769	Gary	4
29	19783	Gary	4
30	20180	Gary	4
31	19130	Gary	4
32	37157	Turnburry	5
33	37175	Turnburry	5
34	18478	Glastonbury	7
35	18688	Glengarry	7
36	37582	Kingsburn	7
37	37604	Kingsburn	7
38	18330	Manor	7
39	36036	Brookview	8
40	17601	Country Club	8
41	17261	Fairway	8
42	17384	Fairway	8
43	17427	Fairway	8
44	17525	Fairway	8
45	35437	Gardner	8
46	35449	Gardner	8
47	36471	Gardner	8
48	18527	Golfview	8
49	18551	Golfview	8

2022 Program List for Council 2-3-22

	A	B	C
50	18597	Golfview	8
51	18598	Golfview	8
52	18621	Golfview	8
53	36245	Hammer	8
54	18384	Levan	8
55	36290	Margareta	8
56	36291	Margareta	8
57	35428	Northgate	8
58	35440	Northgate	8
59	17365	Parklane	8
60	17397	Parklane	8
61	18453	Parklane	8
62	18477	Parklane	8
63	18501	Parklane	8
64	36435	Seven Mile	8
65	36051	Vargo	8
66	17781	Westbrook	8
67	17782	Westbrook	8
68	17824	Westbrook	8
69	17856	Westbrook	8
70	17888	Westbrook	8
71	17906	Woodside	8
72	19001	Aspen	9
73	17462	Ellen	9
74	17111	Farmington	9
75	17458	Myron	9
76	17492	Myron	9
77	33400	Six Mile	9
78	18975	Stamford	9
79	17166	Vacri	9
80	17202	Vacri	9
81	17274	Vacri	9
82	17310	Vacri	9
83	17346	Vacri	9
84	17454	Vacri	9
85	17490	Vacri	9
86	17562	Vacri	9
87	17598	Vacri	9
88	17672	Wayne	9
89	31690	Clarita	10
90	18822	Shrewsbury	10
91	18813	Amber Ct.	11
92	18834	Amber Ct.	11
93	18868	Amber Ct.	11
94	18892	Amber Ct.	11
95	18895	Amber Ct.	11
96	18938	Flamingo	11
97	30932	Mayville	11

2022 Program List for Council 2-3-22

	A	B	C
98	31112	Mayville	11
99	31144	Mayville	11
100	31365	Mayville	11
101	29537	Pickford	11
102	29601	Pickford	11
103	29613	Pickford	11
104	29629	Pickford	11
105	29643	Pickford	11
106	29655	Pickford	11
107	18333	Grimm	12
108	16770	Middlebelt	13
109	30931	Dorais	14
110	30934	Dorais	14
111	15875	Middlebelt	14
112	30926	Roycroft	14
113	34030	Dorais	16
114	16379	Edgewood	16
115	15622	Edington	16
116	15636	Edington	16
117	15652	Edington	16
118	15321	Ellen	16
119	34210	Grove	16
120	34228	Grove	16
121	34341	Munger	16
122	34474	Munger	16
123	15981	Norwich	16
124	33551	Six Mile	16
125	15714	Whitby	16
126	33614	Wood	16
127	36851	Bristol	17
128	37228	Bristol	17
129	15518	Comstock	17
130	15530	Comstock	17
131	15542	Comstock	17
132	16787	Comstock	17
133	16228	Country Club	17
134	16268	Country Club	17
135	16269	Country Club	17
136	16294	Country Club	17
137	16330	Country Club	17
138	16391	Country Club	17
139	16414	Country Club	17
140	16415	Country Club	17
141	16446	Country Club	17
142	16472	Country Club	17
143	16473	Country Club	17
144	16505	Country Club	17
145	16515	Country Club	17

2022 Program List for Council 2-3-22

	A	B	C
146	16561	Country Club	17
147	16593	Country Club	17
148	16623	Country Club	17
149	16652	Country Club	17
150	16655	Country Club	17
151	16681	Country Club	17
152	16710	Country Club	17
153	16715	Country Club	17
154	16854	Country Club	17
155	35780	Five Mile	17
156	36400	Five Mile	17
157	36622	Five Mile	17
158	36650	Five Mile	17
159	16201	Golfview	17
160	16758	Levan	17
161	36718	Kingsbury	17
162	37266	Ladywood	17
163	36745	Marler	17
164	36694	Munger	17
165	36927	Munger	17
166	36979	Munger	17
167	15550	Newburgh	17
168	15552	Newburgh	17
169	16173	Parklane	17
170	16200	Parklane	17
171	35610	Southampton	17
172	15571	Sussex	17
173	15580	Sussex	17
174	15595	Sussex	17
175	15679	Sussex	17
176	35584	Wood	17
177	15662	Woodside	17
178	16596	Woodside	17
179	16601	Woodside	17
180	16622	Woodside	17
181	16686	Woodside	17
182	16691	Woodside	17
183	16718	Woodside	17
184	16723	Woodside	17
185	38072	Bloomfield	18
186	15854	Blue Skies	18
187	15882	Blue Skies	18
188	16217	Blue Skies	18
189	37849	Bristol	18
190	37642	Bristol Ct.	18
191	37850	Bristol	18
192	37881	Bristol	18
193	37885	Bristol	18

2022 Program List for Council 2-3-22

	A	B	C
194	16539	Houghton	18
195	16068	Huff	18
196	38763	Kingsbury	18
197	37482	Lancaster	18
198	37508	Lancaster	18
199	39007	Lapham	18
200	16432	Marsha	18
201	16576	Marsha	18
202	37802	Munger	18
203	37729	Sunnydale	18
204	37749	Sunnydale	18
205	37837	Sunnydale	18
206	37849	Sunnydale	18
207	15407	Susanna Circle	18
208	15415	Susanna Circle	18
209	14261	Bassett	19
210	14477	Blue Skies	19
211	15032	Blue Skies	19
212	15056	Blue Skies	19
213	15068	Blue Skies	19
214	39161	Grennada	19
215	39191	Grennada	19
216	39213	Grennada	19
217	39220	Grennada	19
218	39256	Grennada	19
219	39268	Grennada	19
220	39273	Grennada	19
221	39292	Grennada	19
222	39299	Grennada	19
223	14222	Houghton	19
224	14232	Houghton	19
225	14399	Houghton	19
226	14415	Houghton	19
227	14431	Houghton	19
228	14461	Houghton	19
229	14481	Houghton	19
230	37720	Howell	19
231	37732	Howell	19
232	37772	Howell	19
233	37775	Howell	19
234	37756	Jamison	19
235	39229	Jamison	19
236	39257	Jamison	19
237	14129	Knolson	19
238	14252	Nola	19
239	14279	Nola	19
240	14294	Nola	19
241	14300	Nola	19

2022 Program List for Council 2-3-22

	A	B	C
242	14353	Nola	19
243	14367	Nola	19
244	14381	Nola	19
245	14481	Nola	19
246	14908	Richfield	19
247	39257	Ross	19
248	39291	Ross	19
249	39321	Ross	19
250	39333	Ross	19
251	39245	Ross	19
252	38100	Schoolcraft	19
253	36040	Allen	20
254	36052	Allen	20
255	36001	Howell	20
256	14289	Park	20
257	14042	Edgewood	21
258	14944	Ellen	21
259	36024	Meadowbrook	21
260	36082	Meadowbrook	21
261	36256	Meadowbrook	21
262	36284	Meadowbrook	21
263	34715	Perth	21
264	34731	Perth	21
265	34755	Perth	21
266	34765	Perth	21
267	34797	Perth	21
268	34497	Pinehurst	21
269	34607	Pinehurst Ct.	21
270	34617	Pinehurst Ct.	21
271	34627	Pinehurst Ct.	21
272	13952	Riverside	21
273	13987	Riverside Ct.	21
274	14011	Riverside Ct.	21
275	14017	Riverside Ct.	21
276	14035	Riverside	21
277	14071	Riverside	21
278	14074	Riverside	21
279	14092	Riverside	21
280	14110	Riverside	21
281	14125	Riverside	21
282	14143	Riverside	21
283	14381	Riverside	21
284	14729	Yale	21
285	14713	Auburndale	22
286	14733	Auburndale	22
287	14745	Auburndale	22
288	14761	Auburndale	22
289	14773	Auburndale	22

2022 Program List for Council 2-3-22

	A	B	C
290	14797	Auburndale	22
291	14809	Auburndale	22
292	14821	Auburndale	22
293	14196	Cranston	22
294	14700	Ingram	22
295	32710	Lyndon	22
296	32186	Meadowbrook	22
297	32202	Meadowbrook	22
298	32272	Meadowbrook	22
299	14247	Merriman	22
300	32201	Oakley	22
301	32202	Oakley	22
302	14125	Westmore	22
303	29864	Barkley	23
304	29641	Bentley	23
305	30046	Bentley	23
306	14291	Denne	23
307	14197	Doris	23
308	13978	Hubbell	23
309	13992	Hubbell	23
310	14102	Hubbell	23
311	14116	Hubbell	23
312	29413	Linda	23
313	29425	Linda	23
314	29437	Linda	23
315	29449	Linda	23
316	29450	Linda	23
317	29461	Linda	23
318	29464	Linda	23
319	29515	Linda	23
320	29520	Linda	23
321	29843	Lori	23
322	13957	Sunset	23
323	14085	Sunset	23
324	14446	Sunset	23
325	28252	Acacia	24
326	14901	Cavour	24
327	14902	Cavour	24
328	14912	Cavour	24
329	14920	Cavour	24
330	14928	Cavour	24
331	14944	Cavour	24
332	14427	Garden	24
333	14997	Haller	24
334	15073	Inkster	24
335	15085	Inkster	24
336	28607	Jacquelyn	24
337	28625	Jacquelyn	24

2022 Program List for Council 2-3-22

	A	B	C
338	29130	Jacquelyn	24
339	29131	Jacquelyn	24
340	29145	Jacquelyn	24
341	29156	Jacquelyn	24
342	28519	Lyndon	24
343	29204	Lyndon	24
344	14920	Middlebelt	24
345	14833	Santa Anita	24
346	29250	Plymouth	25
347	33200	Plymouth	27
348	33246	Plymouth	27
349	33328	Plymouth	27
350	33330	Plymouth	27
351	9100	Bassett	31
352	9915	Bassett	31
353	9920	Bassett	31
354	39241	Dover	31
355	39265	Dover	31
356	39289	Dover	31
357	8931	Knolson	31
358	9357	Knolson	31
359	9220	Liberty Ct.	31
360	9179	Marie	31
361	9161	Pere	31
362	9225	Pere	31
363	9226	Pere	31
364	9241	Pere	31
365	9242	Pere	31
366	36053	Ann Arbor Tr.	32
367	35429	Elmira	32
368	35443	Elmira	32
369	35457	Elmira	32
370	35498	Elmira	32
371	35527	Elmira	32
372	35911	Elmira	32
373	35923	Elmira	32
374	36007	Elmira	32
375	36019	Elmira	32
376	36043	Elmira	32
377	35488	Hathaway	32
378	36482	Hees	32
379	36510	Hees	32
380	36271	Lawrence	32
381	35629	Leon	32
382	35815	Leon	32
383	35601	Minton	32
384	35611	Minton	32

2022 Program List for Council 2-3-22

	A	B	C
385	35623	Minton	32
386	35644	Minton	32
387	35519	Minton Ct.	32
388	8946	Norwich	32
389	35814	Orangelawn	32
390	35973	Orangelawn	32
391	35453	Parkdale	32
392	35929	Parkdale	32
393	35811	Pinetree	32
394	35895	Pinetree	32
395	35900	Pinetree	32
396	35921	Pinetree	32
397	35924	Pinetree	32
398	35836	Richland	32
399	35844	Richland	32
400	35891	Richland	32
401	36610	Richland	32
402	35827	West Chicago	32
403	35859	West Chicago	32
404	9912	Hambelton	32
405	9960	Hambleton	33
406	33829	Sleepy Hollow	33
407	33907	Sleepy Hollow	32
408	10001	Arden	34
409	11408	Brookfield	34
410	11415	Brookfield	34
411	11427	Brookfield	34
412	9629	Cranston	34
413	9835	Cranston	34
414	11027	Fairfield	34
415	9012	Hubbard	34
416	9024	Hubbard	34
417	11441	Hubbard	34
418	9910	Ingram	34
419	31845	Maine	34
420	11030	Melrose	34
421	9823	Merriman	34
422	9829	Merriman	34
423	31331	Grandon	35
424	9094	Henry Ruff	35
425	29760	MacIntyre	35
426	29966	MacIntyre	35
427	29984	MacIntyre	35
428	29998	MacIntyre	35
429	29864	Orangelawn	35
430	30948	Richland	35
431	30108	West Chicago	35

2022 Program List for Council 2-3-22

	A	B	C
432	30136	West Chicago	35
433	30162	West Chicago	35
434	30177	West Chicago	35
435	30245	West Chicago	35
436	30281	West Chicago	35
437	30323	West Chicago	35
438	11161	Karen	36

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 16, 2022**

Meeting was called to order at 8:02 p.m. by President Jim Jolly. Present: Vice President Laura Toy (via conference phone), Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier; City Attorney, Thomas Goralski; Police Chief and Doug Moore, Assistant Director of Public Works.

17. PROPOSED AMENDMENT TO LIVONIA CODE OF ORDINANCE, AS AMENDED: Department of Law, re: to amend Section 020, Title 10, Chapter 48 (Right of Way and Private Parking), to conform with the recent amendments to the traffic ordinances.

Paul Bernier, City Attorney, presented the request to Council. He indicated that the towing referred back to one of the ordinances that moved in location, so they would like the change for the correct location.

DIRECTION:

APPROVING

FIRST READ



LETTER TO THE LIVONIA CITY COUNCIL

17.

Law
January 25, 2022

MEETING DATE

Study Meeting of
February 16, 2022

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

PROPOSED AMENDMENT TO LIVONIA CODE OF ORDINANCE, AS AMENDED: Department of Law, re: to amend Section 020, Title 10, Chapter 48 (Right of Way and Private Parking) , to conform with the recent amendments to the traffic ordinances.

BACKGROUND

This proposed amendment changes the Section of the Code of Ordinances in Subsection B to conform with the recent amendments to the traffic ordinances.

RECOMMENDATION

Approve for first read.

FISCAL CONSIDERATION

None

ATTACHMENTS

1. 48.020 - ROW Parking

APPROVED BY

Date: January 25, 2022

Paul Bernier, City Attorney

Date: January 27, 2022

Maureen Miller Brosnan, Mayor

**AN ORDINANCE AMENDING SECTION 020 TO
TITLE 10, CHAPTER 48 (RIGHT OF WAY AND
PRIVATE PARKING) OF THE LIVONIA CODE OF
ORDINANCES, AS AMENDED.**

THE CITY OF LIVONIA ORDAINS:

Section 1. Section 020 of Title 10, Chapter 48 of the Livonia Code of Ordinances, as amended, are hereby amended to read as follows:

**10.48.020 - Private property—Parking prohibited without consent—
Complaints—Towing fees limited, subject to hearings—Booting, sticker
prohibited.**

- A. It is unlawful for any person to park any motor vehicle on any private property without the express or implied consent, authorization or approval of the owner, holder, occupant, lessee, agent or trustee of such property. Complaint for the violation of this section shall be made by the owner, holder, occupant, lessee, agent or trustee of said property, and the police department of the city shall enforce this section.
- B. No person may charge a fee in excess of the limitations imposed by Section ~~10.21.240~~ 10.21.010 of this Code of Ordinances for the removal of any vehicle towed in or from the city in consequence of its having been parked on private property without permission as set forth in subsection A. of this section. A violation of this subsection shall be deemed to be a misdemeanor.
- C. Any person whose vehicle has been towed in consequence of an alleged violation of subsection A. of this section may petition the 16th District Court for a reduction or refund of any fee collected in connection with such tow on the grounds that:
 1. The petitioner did not, in fact, violate subsection A. of this section, or
 2. If petitioner did commit such a violation, the facts surrounding the violation mitigated the violation itself.

The petitioner must provide notice of such appeal to the recipient of such fee in accordance with the provisions of the Michigan Court Rules governing notice to defendants of the commencement of a civil action, and upon the provision of such notice, proceedings shall be had pursuant to the provisions of MCL Sections

257.252d, 257.252e and 257.252f, governing appeals of tow fees imposed by police agencies. The court may, on finding conditions set forth in subdivision 1. or 2. of this subsection, order the recipient of the tow fee to refund all or a portion of such fee.

D. No person may, in the city, place a mechanical device commonly known as a "boot" on, or otherwise disable movement of, any vehicle, nor may any person place a sign, poster, nontransparent material, window application, reflective film, or nonreflective film upon or in the front windshield, the side windows immediately adjacent to the driver or front passenger, or the sidewings adjacent to and forward to the driver or front passenger, in consequence of the vehicle having been parked in violation of subsection A. of this section. A violation of this subsection shall be deemed to be a misdemeanor.

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.



LETTER TO THE LIVONIA CITY COUNCIL

13.

Law
February 17, 2022

MEETING DATE

February 16, 2022

PREPARED BY

Carol Driskill, Legal Stenographer II,

AGENDA ITEM

ROLL CALL: Proposed Amendment to the Livonia Code of Ordinances, as amended: Department of Law, re: to amend Chapter 08, Sections 020 and 030 (Department of Administrative Services) of Title 2 (Administration and Personnel) to create and establish a department under the direction of the Chief of Staff, to provide liaison between the Mayor and other administrative departments, the Council, and the community.

First Reading given by Councilmember Brandon McCullough on Wednesday, February 16, 2022.

BACKGROUND

RECOMMENDATION

First Reading

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. Chief of Staff

APPROVED BY

A handwritten signature in blue ink, appearing to read "Paul Bernier".

Paul Bernier, City Attorney

Date: January 28, 2022

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

Maureen Miller Brosnan, Mayor

Date: February 03, 2022

**AN ORDINANCE AMENDING SECTIONS 020 and 030
OF CHAPTER 08 (DEPARTMENT OF ADMINISTRATIVE
SERVICES) OF TITLE 2 (ADMINISTRATION AND
PERSONNEL) OF THE LIVONIA CODE OF
ORDINANCES, AS AMENDED.**

THE CITY OF LIVONIA ORDAINS:

Section 1. Section 020 of Chapter 08 of Title 2 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

2.08.020 - Establishment and organization.

There is created and established in the city a department known as the "department of administrative services," which shall be under the direction of the Chief of Staff, who shall be responsible to the Mayor. The city council shall make the necessary appropriations annually to provide suitable quarters, facilities, equipment and personnel to carry on the work of the department. The Chief of Staff shall be appointed by the Mayor in accordance with the Charter provisions pertaining to directors of departments, and shall receive such compensation as from time to time may be fixed by the council.

Section 2. Section 030 of Chapter 08 of Title 2 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

2.08.030 - Purpose—Director powers and duties.

The purpose of the department of administrative services shall be to provide liaison between the Mayor and other administrative departments, the council, and the community; the department shall function pursuant to such procedures as are established by the Mayor, and the Chief of Staff shall perform such other duties and functions as are required by the Mayor.

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.

Proposed Amendment to Sections 020,
030 of Chapter 08 of Title 2 of the
Livonia Code of Ordinances – p 2

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.

**AN ORDINANCE AMENDING SECTIONS 020 and 030
OF CHAPTER 08 (DEPARTMENT OF ADMINISTRATIVE
SERVICES) OF TITLE 2 (ADMINISTRATION AND
PERSONNEL) OF THE LIVONIA CODE OF
ORDINANCES, AS AMENDED.**

THE CITY OF LIVONIA ORDAINS:

Section 1. Section 020 of Chapter 08 of Title 2 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

2.08.020 - Establishment and organization.

There is created and established in the city a department known as the "department of administrative services," which shall be ~~in charge of a director under~~ the direction of the Chief of Staff, who shall be responsible to the Mayor. The city council shall make the necessary appropriations annually to provide suitable quarters, facilities, equipment and personnel to carry on the work of the department. The ~~director~~ Chief of Staff shall be appointed by the Mayor in accordance with the Charter provisions pertaining to directors of departments, and shall receive such compensation as from time to time may be fixed by the council.

Section 2. Section 030 of Chapter 08 of Title 2 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

2.08.030 - Purpose—Director powers and duties.

The purpose of the department of administrative services shall be to provide liaison between the Mayor and other administrative departments, the council, and the community; the department shall function pursuant to such procedures as are established by the Mayor, and the ~~director~~ Chief of Staff shall perform such other duties and functions as are required ~~of him~~ by the Mayor.

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.

Proposed Amendment to Sections 020,
030 of Chapter 08 of Title 2 of the
Livonia Code of Ordinances – p 2

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.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 16, 2022**

Meeting was called to order at 8:02 p.m. by President Jim Jolly. Present: Vice President Laura Toy (via conference phone), Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier; City Attorney, Thomas Goralski; Police Chief and Doug Moore, Assistant Director of Public Works.

4. WAIVER PETITION: Planning Commission, re: Petition 2021-12-02-26 submitted by HD Group, Inc., on behalf of Portillo's, requesting to utilize a Tavern license (sale of beer and wine for consumption on the premises) in connection with the operation of a freestanding full-service restaurant at 13000 Middlebelt Road, located on the east side of Middlebelt Road between the CSX Railroad right-of-way and Schoolcraft Road in the Northwest ¼ of Section 25.

Mark Taormina, Planning and Economic Development Director, presented the request to Council. He indicated this item has a special requirement that applies that prevents this from being located within 1000 feet from another licensed establishment. There are three within 1000 feet, which requires Council to waive that requirement with a separate resolution with a two-thirds vote.

Kathleen McIntyre offered an approving resolution for the Regular Agenda.

DIRECTION:

APPROVING

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

4.

Planning
January 27, 2022

MEETING DATE

Study Meeting of
February 16, 2022

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

WAIVER PETITION: Planning Commission, re: Petition 2021-12-02-26 submitted by HD Group, Inc., on behalf of Portillo's, requesting to utilize a Tavern license (sale of beer and wine for consumption on the premises) in connection with the operation of a freestanding full-service restaurant at 13000 Middlebelt Road, located on the east side of Middlebelt Road between the CSX Railroad right-of-way and Schoolcraft Road in the Northwest 1/4 of Section 25.

BACKGROUND

RECOMMENDATION

At the 1,182nd Public Hearing and Regular Meeting held by the City Planning Commission on January 25, 2021, the following resolution was unanimously adopted:

#01-06-2022 RESOLVED, That pursuant to a Public Hearing having been held by the City Planning Commission on January 25, 2022, on Petition 2021-12-02-26 submitted by HD Group, Inc., on behalf of Portillo's, requesting waiver use approval pursuant to Section 6.22 of the Livonia Vision 21 Zoning Ordinance, to utilize a Tavern license (sale of beer and wine for consumption on the premises) in connection with the operation of a freestanding full-service restaurant at 13000 Middlebelt Road, located on the east side of Middlebelt Road between the CSX Railroad right-of-way and Schoolcraft Road in the Northwest 1/4 of Section 25, the Planning Commission does hereby recommend to the City Council that Petition 2021-12-01-26 be approved subject to the following conditions:

1. That the use of a Tavern license at this location is subject to City Council waiving the 1,000-foot separation restriction required between other such licensed businesses per Section 6.22 of the Livonia Vision 21 Zoning Ordinance, and
2. Pursuant to Section 13.13 of the Livonia Vision 21 Zoning Ordinance, this approval is valid for a period of one year only from the date of approval by City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

FURTHER, The Planning Commission recommends the approval of a Conditional Agreement limiting this Tavern license 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 13.13 of Livonia Vision 21 Zoning Ordinance.

FISCAL CONSIDERATION

ATTACHMENTS

1. 2021-12-02-26_Portillos_E-COUNCIL Pkt

APPROVED BY



Mark Taormina, Planning and Economic Development Director

Date: January 28, 2022



Maureen Miller Brosnan, Mayor

Date: February 03, 2022

Petition 2021-12-02-26 submitted by HD Group, Inc., on behalf of Portillo's, requesting waiver use approval pursuant to Section 6.22 of the Livonia Vision 21 Zoning Ordinance, to utilize a Tavern license (sale of beer and wine for consumption on the premises) in connection with the operation of a freestanding full-service restaurant at 13000 Middlebelt Road, located on the east side of Middlebelt Road between the CSX Railroad right-of-way and Schoolcraft Road in the Northwest 1/4 of Section 25.

CITY OF LIVONIA, MICHIGAN
APPLICATION FOR WAIVER USE APPROVAL

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

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

Date Filed: _____ Petition 2021-12-02-26
 Site Address: 13000 Middlebelt Rd Sidwell _____ Zoning of Property C-2
 Requesting Approval To approve the sale of alcohol in a new QSR.
 Applicant: Amanda Schwerin on behalf of Portillo's Business/Company: HDGroup, Inc.
 Applicant's Address: 805 Via Altos City: Mesquite State: TX Zip Code: 75150
 Applicant's Phone #: 972 396-8409 Applicant's Email: aschwerin@hdgroupinc.com
 Contact Person: Amanda Schwerin Business/Company: HDGroup, Inc.
 Contact's Address: 805 Via Altos City: Mesquite State: TX Zip Code: 75150
 Contact's Phone #: 972 396-8409 Contact's Email: aschwerin@hdgroupinc.com

Please provide the following information:

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

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

FEE COMPUTATION

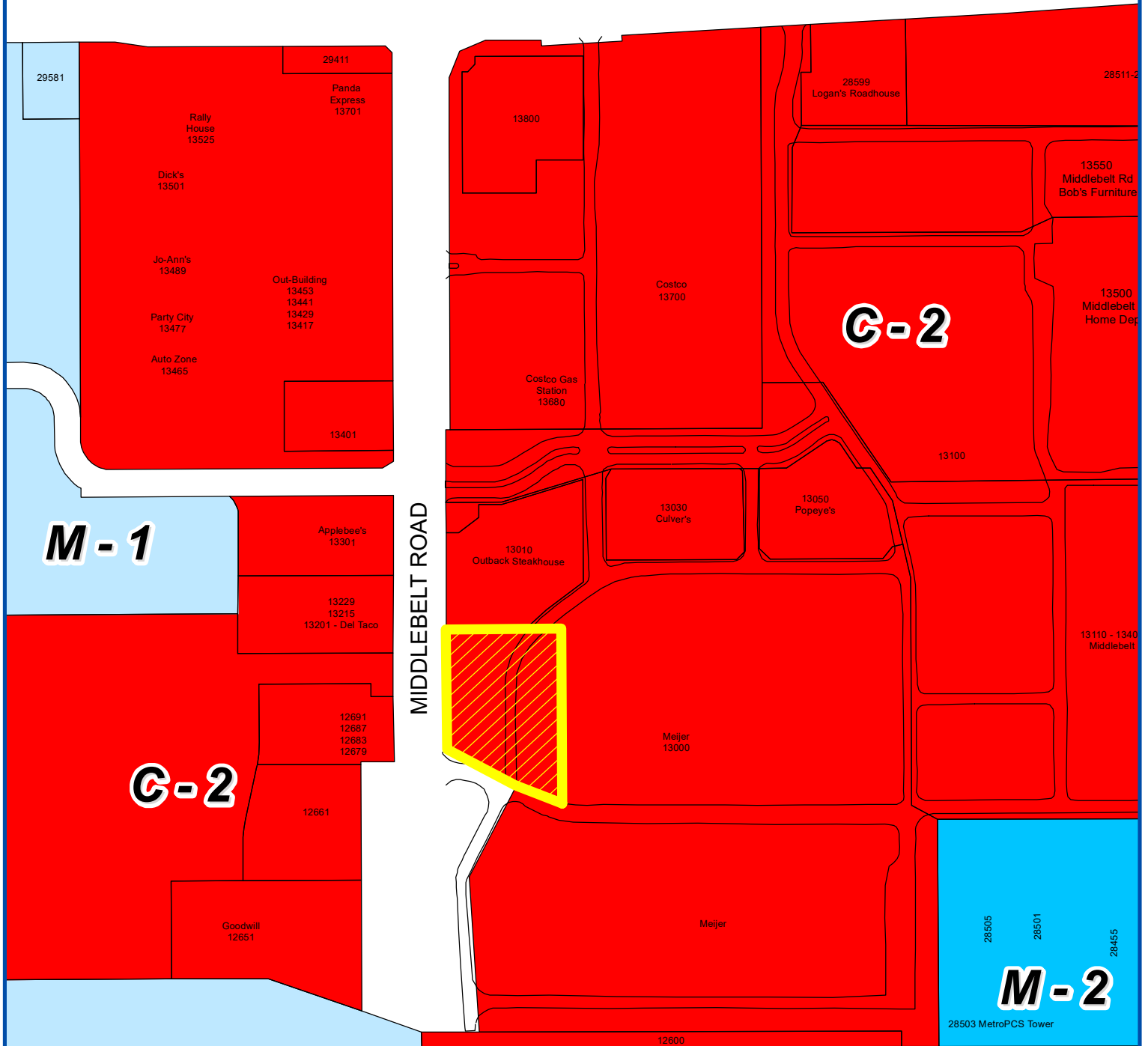
<u>7900</u> sq. ft. of new construction x \$20.00 per 1,000 sq. ft.	\$600.00
(NOTE: Round off to nearest 1,000) +	<u>158.00</u>
Total Amount Due	\$ <u>758.00</u>

Owner of Property: Portillo's Hot Dogs, LLC
 Owner's Address: 2001 Spring Rd #400 City: Oak Brook State: IL Zip Code: 60523
 Owner's Phone #: 360-790-7264 Owner's Email: pfunkhouser@portillos.com
 Signature of Owner: Preston Funkhouser Print Name: Preston Funkhouser
828B748C8A26456...
 Subscribed and sworn to before me, a Notary Public in and for the County of DuPage State of ILLINOIS
 on this 18th day of November 20 21
 Signature of Notary: _____
 Acting in the County of DuPage

My Commission Expires 4-30-2023
 Official Seal
 Notary Public - State of Illinois
 My Commission Expires Apr 30, 2023

SCHOOLCRAFT ROAD
EXPRESSWAY

SCHOOLCRAFT ROAD
I-96 EXPRESSWAY



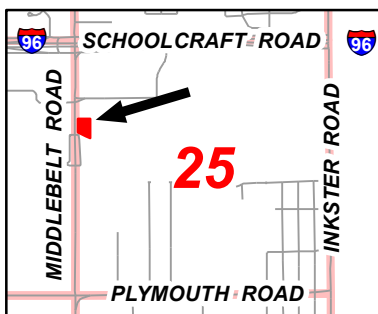
Address & Zoning Map

Petitions 2021-12-02-25 & 2021-12-02-26

Portillo's

13000 Middlebelt Road

to construct & operate a freestanding full-service
restaurant with drive-up window facilities & utilize
a Tavern license



Not to Scale

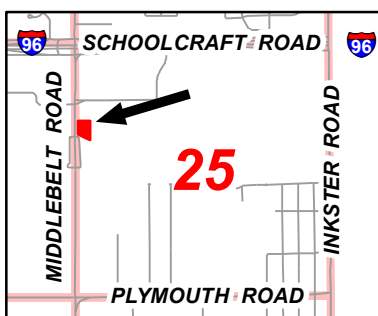


City of Livonia
Planning Department



Aerial Map

Petitions 2021-12-02-25 & 2021-12-02-26
Portillo's
13000 Middlebelt Road
to construct & operate a freestanding full-service
restaurant with drive-up window facilities & utilize
a Tavern license



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 3

Petition 2021-12-02-26 submitted by HD Group, Inc., on behalf of Portillo's, requesting waiver use approval pursuant to Section 6.22 of the Livonia Vision 21 Zoning Ordinance, to utilize a Tavern license (sale of beer and wine for consumption on the premises) in connection with the operation of a freestanding full-service restaurant at 13000 Middlebelt Road, located on the east side of Middlebelt Road between the CSX Railroad right-of-way and Schoolcraft Road in the Northwest 1/4 of Section 25.

January 18, 2022: Study Meeting:

Portillo's is seeking approval of a waiver use to utilize an on-premises license for the sale of beer and wine products only, referred to as a Tavern license. Portillo's is petitioning to construct and operate a new, freestanding full-service restaurant with drive up window facilities at 13000 Middlebelt Road, located on the east side of Middlebelt Road between the CSX Railroad right-of-way and Schoolcraft Road in the Northwest quarter of Section 25.

The subject site is zoned C-2 (General Business). Tavern licenses are permitted with waiver use approval in a C-2 District under the provisions set forth in Section 6.22 of the Livonia Vision 21 Zoning Ordinance.

A special requirement is that any new establishment with an on-premises liquor license must be no closer than 1,000 feet from any other such licensed business, including Class C, Tavern, and Club. The Ordinance further states that with respect to those licensed establishments which are utilized primarily as restaurants or for dining facilities, the foregoing 1,000-foot requirement may be waived by the City Council. Review of the plans determined that the request does not comply with the City's separation requirement guidelines. The proposed restaurant would be inside the separation requirement distance of at least 1,000 feet from three (3) existing on-premises licensed establishments. Outback Steakhouse, at 13010 Middlebelt Road, currently has a Class C license and is 200 feet from the proposed Portillo's site. Mod Pizza, at 13229 Middlebelt Road, currently has a Tavern license and is approximately 280 feet from the proposed site. And Applebee's, at 13301 Middlebelt Road, has a Class C license and is 325 feet from the proposed site. As such, the 1,000-foot separation provision must be waived by the City Council.

January 25, 2022: Public Hearing:

Approving Resolution: That the request to utilize a Tavern license in connection with the operation of a freestanding full-service restaurant at 13000 Middlebelt Road, is hereby approved subject to City Council approval and for the following reasons:

1. That the use of a Tavern license at this location is subject to City Council waiving the 1,000-foot separation restriction required between other such licensed businesses per Section 6.22 of the Livonia Vision 21 Zoning Ordinance, and
2. Pursuant to Section 13.13 of the Livonia Vision 21 Zoning Ordinance, this approval is valid for a period of one year only from the date of approval by City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

FURTHER, the Planning Commission recommends the approval of a Conditional Agreement limiting this Tavern license 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 Reasons: That the to utilize a Tavern license in connection with the operation of a freestanding full-service restaurant at 13000 Middlebelt Road is hereby denied for the following reasons:

1. That the petitioner has failed to affirmatively show that the proposal is in compliance with all of the special and general wavier use standards and requirements as set forth in Section 6.22 of the Livonia Vision 21 Zoning Ordinance.
2. That the proposed use fails to comply with the Zoning Ordinance standard set forth in Section 6.22 with respect to the requirement that any new Tavern licensed establishment must be no closer than 1,000 feet from any other such licensed business.
3. That this area of the City is currently well served with existing Class C and Tavern licensed establishments.
4. That the petitioner has not sufficiently demonstrated that the proposal would be compatible to and in harmony with surrounding uses in the area.

PUBLIC HEARING

ITEM 3 Petition 2021-12-02-26 – Portillo's Tavern License

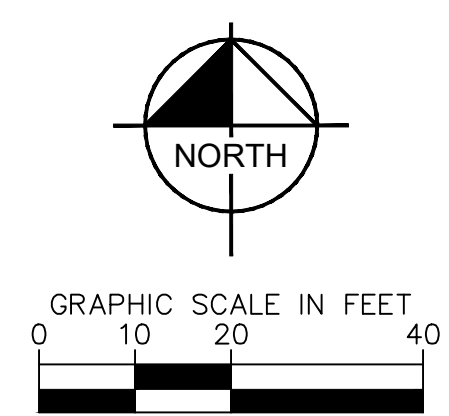
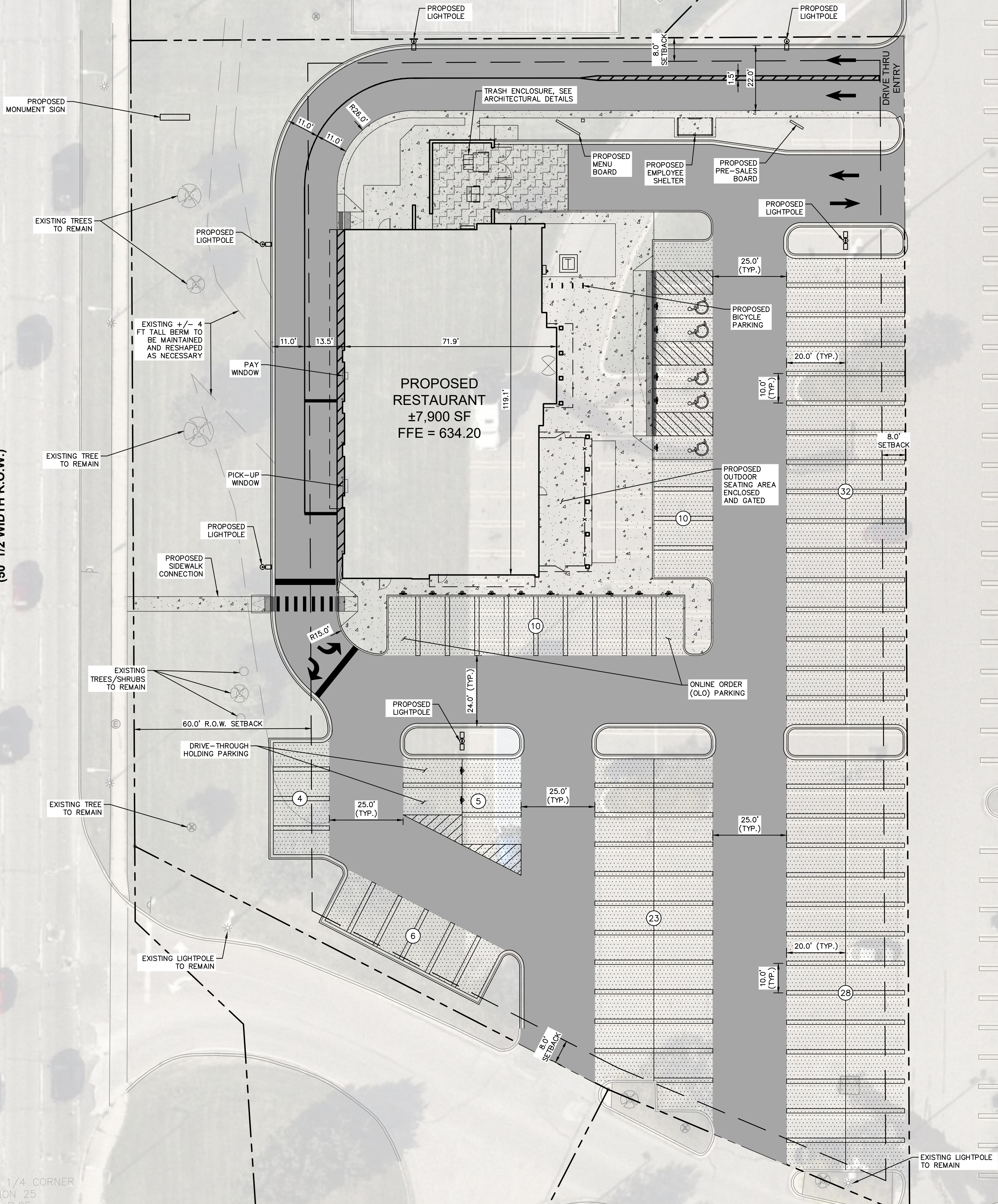
Page 3

5. That the proposal conflicts with the spirit and intent of the Zoning Ordinance to promote and encourage a balanced and appropriate mix of uses and not to oversaturate an area with similar uses; and
6. That the proposed use is contrary to the goals and objectives of the Zoning Ordinance which, among other things, are intended to ensure suitability and appropriateness of uses.

Drawing name: K:\GIS_LDE\168685002_Portillos_Livonia_MN\2_Design\CAD\PlanSheets\Preliminary Engineering\C0.0 - SITE PLAN.dwg CO.0 Dec 08, 2021 3:49pm by John Conklin
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

MIDDLEBELT ROAD
(50' 1/2 WIDTH R.O.W.)

WEST 1/4 CORNER
SECTION 5
T.1S., R.9E



GENERAL NOTES

1. ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
2. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
4. RADIi ADJACENT TO PARKING STALL AND NOT DIMENSIONED ON THIS PLAN SHALL BE 3'-FEET, TYPICAL.
5. REFER TO ARCHITECTURAL PLANS FOR MONUMENT SIGN DETAILS.
6. ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED UNLESS OTHERWISE NOTED.

SITE DATA TABLE

EXISTING ZONING:	C-2 COMMERCIAL
PROPOSED ZONING:	C-2 COMMERCIAL
(WAIVER USE APPROVAL REQUIRED FOR DRIVE-THRU AND ALCOHOL SALES)	
EXISTING USE:	MEIJER OUTLOT WITH LANDSCAPING & PARKING
PROPOSED USE:	NEW FULL-SERVICE RESTAURANT WITH DRIVE-THRU
SETBACKS:	
FRONT YARD:	60 FT (OFF MIDDLEBELT RD R.O.W.)
SIDE YARDS:	8 FT
REAR YARD:	8 FT
PROPOSED PARCEL AREA:	2.04 ACRES

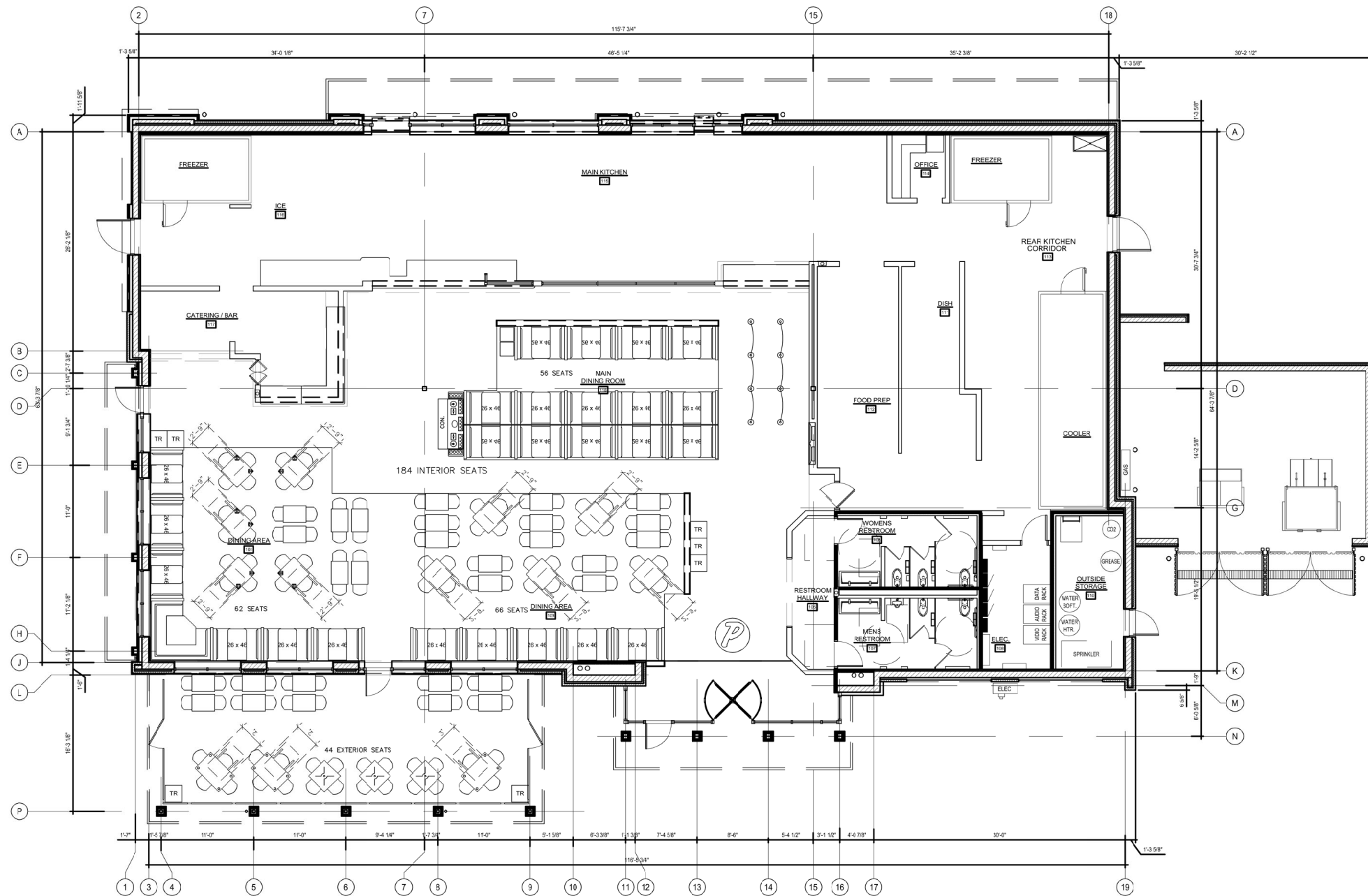
PARKING SUMMARY

TOTAL PARKING SPACES REQUIRED (RESTAURANT):	
1 SPACE PER 2 INTERIOR SEATS (184 SEATS) +	
1 SPACE PER 3 EXTERIOR SEATS (44 SEATS) +	
1 SPACE PER EMPLOYEE (25 MAX. SHIFT)	= 132 SPACES
TOTAL PARKING SPACES PROVIDED:	
STANDARD PARKING SPACES PROVIDED ON-SITE	= 112 SPACES
STANDARD PARKING SPACES PROVIDED THROUGH SHARED PARKING AGREEMENT WITH MEIJER	= 24 SPACES
ACCESSIBLE PARKING SPACES REQUIRED	= 5 SPACES
ACCESSIBLE PARKING SPACES PROVIDED	= 5 SPACES
TOTAL PARKING SPACES PROVIDED	= 141 SPACES
EXISTING PARKING REMOVED FROM MEIJER PARCEL	= 143 SPACES
DRIVE-THROUGH VEHICLE STACKING REQUIRED	= 20 SPACES
DRIVE-THROUGH VEHICLE STACKING PROVIDED	= 30 SPACES
BICYCLE PARKING SPACES PROVIDED	= 8 SPACES

PAVING AND CURB LEGEND

	STANDARD DUTY ASPHALT PAVEMENT
	WEARING COURSE: 1 1/2" MDOT 1300T 20AAA
	LEVEL COUSE: 1 1/2" MDOT 1100L 20AA
	AGGREGATE BASE: 8" MDOT 21AA
	HEAVY DUTY ASPHALT PAVEMENT
	WEARING COURSE: 2" MDOT 1300T 20AAA
	LEVEL COUSE: 2" MDOT 1100L 20AA
	AGGREGATE BASE: 10" MDOT 21AA
	HEAVY DUTY CONCRETE PAVEMENT
	SURFACE COURSE: 7" CONCRETE PAVEMENT
	AGGREGATE BASE: 4" COMPACTED TO 90% PROCTOR
	CONCRETE SIDEWALK
	SURFACE COURSE: 4" CONCRETE PAVEMENT
	AGGREGATE BASE: 4" COMPACTED TO 90% PROCTOR
	CONCRETE CURB AND GUTTER
	CONCRETE DEPRESSED CURB AND GUTTER

Kimley»Horn	
© 2021 KIMLEY-HORN AND ASSOCIATES, INC. 4201 WINFIELD ROAD, SUITE 600 LIVONIA, MI 48150 PHONE: 630-487-5550 WWW.KIMLEY-HORN.COM	
SCALE:	AS NOTED
DESIGNED BY:	TRE
DRAWN BY:	JPC
CHECKED BY:	DA
jensen & jensen architects • planners • interiors New York	
Portillo's HOT DOGS • BEEF • BURGERS • SALADS	
SITE PLAN	
PORTILLO'S RESTAURANT MIDDLEBELT ROAD SOUTH OF SCHOOLCRAFT ROAD, LIVONIA, MI	
ORIGINAL ISSUE: 12/08/2021	
KHA PROJECT NO. 168685002	
SHEET NUMBER C0.0	
REVISIONS	
No.	DATE
BY	

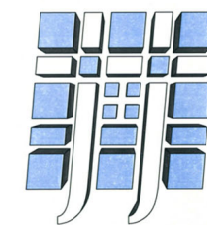


FLOOR PLAN
Scale: N.T.S.

New Garage Concept v2.3 - December 8th, 2021



Portillo's - Garage Restaurant
MIDDLEBELT ROAD
LIVONIA, MI



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EAST ELEVATION - Front Main Entrance & Outdoor Patio
Scale: N.T.S.



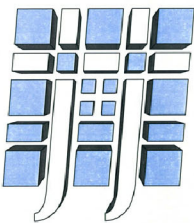
SOUTH ELEVATION - On-Line Order Pick-Up & Delivery
Scale: N.T.S.

MATERIAL SCHEDULE		
KEY NOTE	MATERIAL	MATERIAL SPECIFICATION
1	ALUMINUM STOREFRONT	2" W x 4'-10" D THERMALLY BROKEN PRE-FIN. ALUM. STOREFRONT W/ 1" INSULATED GLASS CENTER SET, OLD CASTLE SERIES 3000 OUTSIDE GLAZED OR EQUAL (TEMPERED AS REQUIRED), ALUM. CLEAR ANOD.
1A	TRASH ENCLOSURE DOOR	PRECISION SERIES WALL PANEL HIGHLINE C2 24GA. STEEL PAC-CLAD PETERSEN COLOR: MUSKET GRAY
2	FACE BRICK	UTILITY SIZE FACE BRICK RUNNING BOND GLEN-GARY CITY LINE SERIES, COLOR: KOKOMO OR EQUAL
3A	SPLIT FACED BLOCK	8" x 24" SPLIT FACED BLOCK RUNNING BOND ARRIS-CRAFT RENAISSANCE STONE, OR EQUAL COLOR: LIMESTONE, ROUGH FINISH
3B	SPLIT FACED BLOCK	8" x 24" SPLIT FACED BLOCK RUNNING BOND ARRIS-CRAFT RENAISSANCE STONE, OR EQUAL COLOR: GRAPHITE, ROUGH FINISH
4	SMOOTH FACED BLOCK	8" x 24" SMOOTH FACED BLOCK RUNNING BOND ARRIS-CRAFT RENAISSANCE STONE, OR EQUAL COLOR: LIMESTONE, SMOOTH FINISH
5	SMOOTH FACED BLOCK	4" x 24" SMOOTH FACED BLOCK RUNNING BOND ARRIS-CRAFT RENAISSANCE STONE, OR EQUAL COLOR: LIMESTONE, SMOOTH FINISH
6	SMOOTH FACED BLOCK	8" x 24" SMOOTH FACED BLOCK RUNNING BOND ARRIS-CRAFT RENAISSANCE STONE, OR EQUAL COLOR: GRAPHITE, SMOOTH FINISH
7	PRECAST STONE TRIM	SMOOTH FACE CAST STONE SILL, CAP PIECES, AND TRIM. SIZES AND SHAPE VARY, COLOR: TO MATCH LIMESTONE BLOCK
8	EXPOSED STRUC. STEEL	EXPOSED STRUCTURAL STEEL FOR PAINT, CUSTOM COLOR TO MATCH PATINA FINISH
9	EXPOSED STRUC. STEEL	EXPOSED STRUCTURAL STEEL FOR PAINT, COLOR: TO MATCH PETERSEN CHARCOAL
10	EXPOSED STRUC. STEEL	EXPOSED STRUCTURAL STEEL FOR PAINT, COLOR: TO MATCH PETERSEN SILVERSMITH
11	RIBBED METAL PANEL	PRECISION SERIES WALL PANEL HIGHLINE C2 24GA. STEEL PAC-CLAD PETERSEN COLOR: MUSKET GRAY
12	RIBBED METAL PANEL	PRECISION SERIES WALL PANEL HWP 24GA. STEEL PAC-CLAD PETERSEN, COLOR: CHARCOAL
13	STANDING SEAM METAL & ROOFING	PAC-CLAD PETERSEN COLOR: SILVERSMITH
14	SOFFIT PANELS	PRE-FINISHED SOFFIT PANELS PAC-850 HALF VENT, .032 ALUM. WITH TRIM PAC-CLAD PETERSEN OR EQUAL
15	STAINLESS STEEL	BRUSHED FINISH
16	MISC. BRAKE METAL ON WATERPROOF PLYWOOD PANEL	CLEAR ANOD. ALUM. TO MATCH STOREFRONT
17	PAINT	PAINT DOOR AND TRIM TO MATCH ADJACENT SURFACES
18	FAUX OVERHEAD DOORS	MANUFACTURER: PETERSEN OR EQUAL OR CUSTOM PAINT, COLOR: CHARCOAL BLACK & SILVER CUSTOM FINISH - BLACKENED STEEL WEATHERED LOOK
19	METAL FENCE	ORNAMENTAL IRON FENCE OR EQUAL, SEE DETAIL DRAWING A1.3, POWDER COATED CHARCOAL COLOR
20	MISC. PRE-FIN. METAL TRIM / COPING	PAC-CLAD PETERSEN COLOR: SILVERSMITH
21	MISC. PRE-FIN. METAL TRIM / COPING	PAC-CLAD PETERSEN COLOR: CHARCOAL
22	METAL LOUVERS	MANUFACTURER: TO BE DETERMINED COLOR: CLEAR ANOD. ALUMINUM
RL	LED STRIP LIGHT	RED LED STRIP LIGHT BY OWNERS SIGN CONTRACTOR
WL	LED STRIP LIGHT	WHITE LED STRIP LIGHT BY OWNERS SIGN CONTRACTOR
WS	WALL SCONCE LIGHT	UP AND DOWN WALL SCONCE LIGHT, WEATHERED PATINA FINISH
DL	WALL MOUNTED DOWNLIGHT	WALL MOUNTED ARM DOWNLIGHT WITH SHADE
PL	PENDANT SUSPENDED LIGHT	PENDANT SUSPENDED LIGHT STRING

New Garage Concept v2.4 - January 19th, 2022



Portillo's - Garage Restaurant
MIDDLEBELT ROAD
LIVONIA, MI



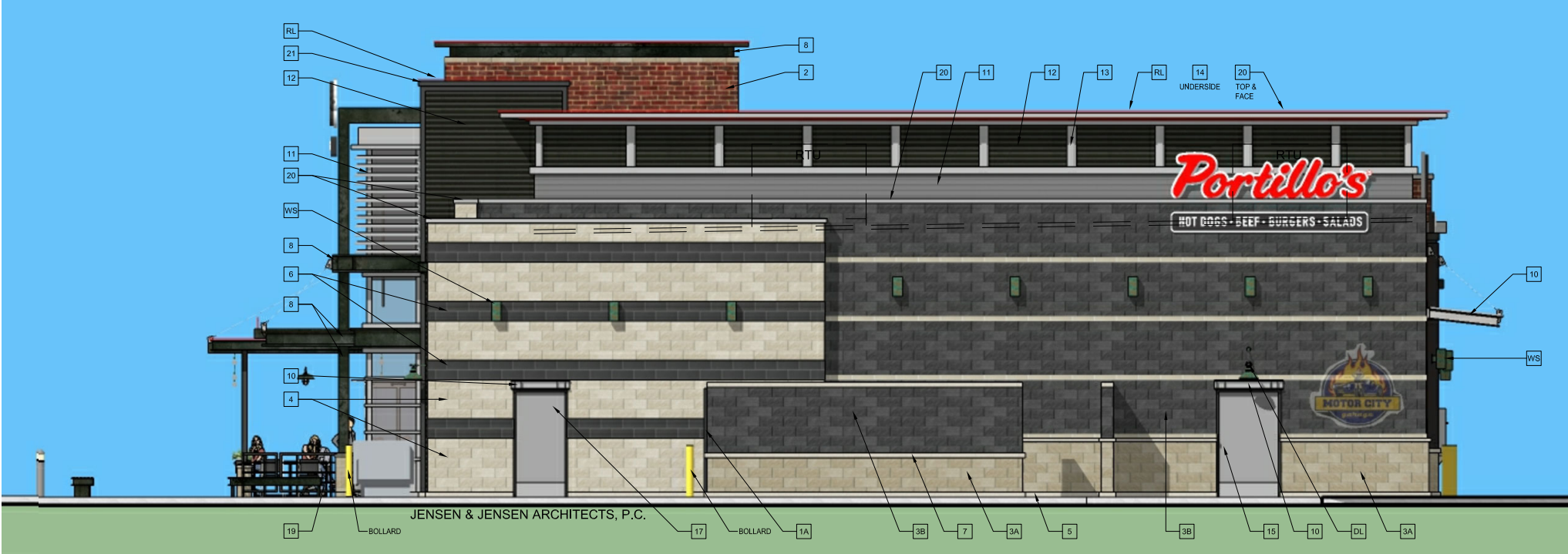
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WEST ELEVATION - Drive-Thru and Awning Extension
Scale: N.T.S.

MATERIAL SCHEDULE		
KEY NOTE	MATERIAL	MATERIAL SPECIFICATION
1	ALUMINUM STOREFRONT	2"W x 4-1/2"D THERMALLY BROKEN PRE-FIN. ALUM. STOREFRONT W/ 1" INSULATED GLASS CENTER SET. OLD CASTLE SERIES 3000 OUTSIDE GLAZED OR EQUAL (TEMPERED AS REQUIRED). ALUM. CLEAR ANOD.
1A	TRASH ENCLOSURE DOOR	PRECISION SERIES WALL PANEL, HIGHLIGHT C2 24GA. STEEL PAC-CLAD PETERSEN COLOR: MUSKET GRAY
2	FACE BRICK	UTILITY SIZE FACE BRICK RUNNING BOND GLEN-GARY CITY LINE SERIES, COLOR: KOKOMO OR EQUAL
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5	SMOOTH FACED BLOCK	4" x 24" SMOOTH FACED BLOCK RUNNING BOND ARRISCRAFT RENAISSANCE STONE, OR EQUAL COLOR: LIMESTONE, SMOOTH FINISH
6	SMOOTH FACED BLOCK	8" x 24" SMOOTH FACED BLOCK RUNNING BOND ARRISCRAFT RENAISSANCE STONE, OR EQUAL COLOR: GRAPHITE, SMOOTH FINISH
7	PRECAST STONE TRIM	SMOOTH FACE CAST STONE SILL, CAP PIECES, AND TRIM. SIZES AND SHAPE VARY. COLOR: TO MATCH LIMESTONE BLOCK
8	EXPOSED STRUC. STEEL	EXPOSED STRUCTURAL STEEL FOR PAINT. CUSTOM COLOR TO MATCH PATINA FINISH
9	EXPOSED STRUC. STEEL	EXPOSED STRUCTURAL STEEL FOR PAINT. COLOR: TO MATCH PETERSEN CHARCOAL
10	EXPOSED STRUC. STEEL	EXPOSED STRUCTURAL STEEL FOR PAINT. COLOR: TO MATCH PETERSEN SILVERSMITH
11	RIBBED METAL PANEL	PRECISION SERIES WALL PANEL, HIGHLIGHT C2 24GA. STEEL PAC-CLAD PETERSEN COLOR: MUSKET GRAY
12	RIBBED METAL PANEL	PRECISION SERIES WALL PANEL, HWP 24GA. STEEL PAC-CLAD PETERSEN, COLOR: CHARCOAL
13	STANDING SEAM METAL & ROOFING	PAC-CLAD PETERSEN COLOR: SILVERSMITH
14	SOFFIT PANELS	PRE-FINISHED SOFFIT PANELS PAC-850 HALF VENT, .032 ALUM. WITH TRIM PAC-CLAD PETERSEN OR EQUAL
15	STAINLESS STEEL	BRUSHED FINISH
16	MISC. BRAKE METAL ON WATERPROOF PLYWOOD PANEL	CLEAR ANOD. ALUM. TO MATCH STOREFRONT
17	PAINT	PAINT DOOR AND TRIM TO MATCH ADJACENT SURFACES
18	FAUX OVERHEAD DOORS	MANUFACTURER: PETERSEN OR EQUAL OR CUSTOM PAINT. COLOR: CHARCOAL BLACK & SILVER CUSTOM FINISH - BLACKENED STEEL WEATHERED LOOK
19	METAL FENCE	ORNAMENTAL IRON FENCE OR EQUAL. SEE DETAIL DRAWING A1.3. POWDER COATED CHARCOAL COLOR
20	MISC. PRE-FIN. METAL TRIM / COPING	PAC-CLAD PETERSEN COLOR: SILVERSMITH
21	MISC. PRE-FIN. METAL TRIM / COPING	PAC-CLAD PETERSEN COLOR: CHARCOAL
22	METAL LOUVERS AND FRAME	MANUFACTURER: TO BE DETERMINED COLOR: CLEAR ANOD. ALUMINUM
RL	LED STRIP LIGHT	RED LED STRIP LIGHT BY OWNERS SIGN CONTRACTOR
WL	LED STRIP LIGHT	WHITE LED STRIP LIGHT BY OWNERS SIGN CONTRACTOR
WS	WALL SCONCE LIGHT	UP AND DOWN WALL SCONCE LIGHT, WEATHERED PATINA FINISH
DL	WALL MOUNTED DOWNLIGHT	WALL MOUNTED ARM DOWNLIGHT WITH SHADE
PL	PENDANT SUSPENDED LIGHT	PENDANT SUSPENDED LIGHT STRING

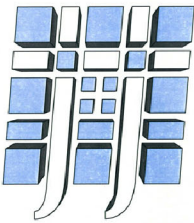


NORTH ELEVATION - Back of House & Servicing Area
Scale: N.T.S.

New Garage Concept v2.4 - January 19th, 2022



Portillo's - Garage Restaurant
MIDDLEBELT ROAD
LIVONIA, MI



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DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
CITY ENGINEER

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



MAUREEN MILLER BROSNAN
MAYOR

DONALD R ROHRAFF
DIRECTOR OF PUBLIC WORKS

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

December 20, 2021

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2021-12-02-25 & 2021-12-02-26 – #13000 Middlebelt Road

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. The subject parcel is assigned the address of **#13000 Middlebelt Road**, although a new address will be assigned to the proposed parcel during the lot split process should the petitions be approved. The legal description provided by the petitioner appears to be correct, and should be used for the petition purposes.

The existing parcel currently has access to public water main and sanitary sewer owned by the City of Livonia, although the utilities are contained within the Middlebelt Road right-of-way. Any connections to these utilities will require permits from both the City, and Wayne County.

Privately-owned storm sewer is available within the existing parcel. The petitioner does indicate that they will be installing stormwater detention in compliance with the Wayne County Stormwater Ordinance, but no calculations have been provided at this time. Full review of the utilities will be completed when drawings 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@livonia.gov or tzilincik@livonia.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "David W. Lear", is written over a horizontal line.

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: December 14th 2021
TO: Scott O. Miller, Planner IV
FROM: Livonia Fire Prevention Division

SUBJECT: Petition 2021-12-02-26 and 2021-12-02-25, Portillos, 13000 Middlebelt Rd.

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

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

Per NFPA 13, 2014 6.4.5.4 Fire Department Connection Proximity to Hydrant

Fire department connections shall be located not more than 100ft (30.5m) from the nearest hydrant connected to an approved water source.

Sincerely,

Greg Thomas

Greg Thomas
Fire Marshal

CAM

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE

CURTIS CAID
CHIEF OF POLICE

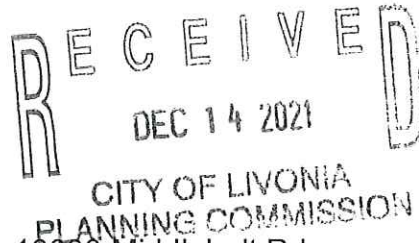


MAUREEN MILLER BROSNAN
MAYOR

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

December 13, 2021

Mr. Scott Miller
City of Livonia Planning Dept
33000 Civic Center Drive
Livonia, MI 48154



Re: Petition 2021-12-02-25 & 2021-12-02-26 – 13000 Middlebelt Rd

Mr. Miller,

Objections are that the driveway to Meijer from Middlebelt is already a known problem area. There is extremely high traffic at that driveway throughout the day and it is a high crash area. This area is one of the highest crash locations within the entire city. It is already difficult for people to turn in and out of the Meijer driveway at this location. It is not a good idea unless the traffic flow is addressed at the driveway to Middlebelt possibly with additional traffic control devices and/or traffic signals.

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

Sincerely,

FOR THE CHIEF OF POLICE,

Scott Sczepanski #543

Scott Sczepanski, Sergeant
Traffic Bureau
(734) 466-2107

DEPARTMENT OF PUBLIC SAFETY

DIVISION OF POLICE

THOMAS GORALSKI
CHIEF OF POLICE



MAUREEN MILLER BROSNAN
MAYOR

15050 FARMINGTON ROAD
LIVONIA, MICHIGAN 48154-5499
(734) 466-2470
FAX: (734) 261-2265

December 16, 2021

Scott Miller, Planner IV
Planning Commission
33000 Civic Center Drive
Livonia, MI 48154

RE: Petitions 2021-12-02-25 & 2021-12-02-26 – 13000 Middlebelt Road

Dear Mr. Miller,

We have reviewed the plans in connection with HD Group, Inc., on behalf of Portillo's requesting waiver use approval, pursuant to Sections 6.51 & 6.22 of the Livonia Vision 21 Zoning Ordinance, to construct and operate a freestanding full-service restaurant with drive up window facilities and to utilize a Class C liquor license (sale of beer, wine and spirits for consumption on the premises) at 13000 Middlebelt Road located on the east side of Middlebelt Road between the CSX Railroad right-of-way and Schoolcraft Road in the Northwest quarter of Section 25. The review of the plans determined that the request does not comply with prior separation requirement guidelines. The proposed establishment would be inside the separation requirement distance of at least one thousand (1,000) feet from any Class C licensed establishment. Outback Steakhouse at 13010 Middlebelt currently has a Class C license and is 200 feet from the proposed Portillo's site. Mod Pizza at 13229 Middlebelt currently has a Class C license and is 280 feet from the proposed site. Applebee's at 13301 Middlebelt has a Class C license and is 325 feet from the proposed site.

We would recommend that the Planning Department and City Council maintain separation requirement guidelines. It is our opinion that this guideline is good for local established businesses and maintains Livonia's family atmosphere.

We are available to provide any additional information you may desire on this subject.

Sincerely,

FOR THE CHIEF OF POLICE


Jeffrey W. Ronayne
Special Service Bureau

INSPECTION DEPARTMENT

BUILDING
HEATING
PLUMBING
ELECTRICAL
ZONING
SANITATION
ENVIRONMENTAL PROTECTION
ORDINANCE ENFORCEMENT



MAUREEN MILLER BROSNAN
MAYOR

JEROME A. HANNA
DIRECTOR

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2580
FAX: (734) 466-2095

Date: January 18, 2022

To: Scott O. Miller

From: Jerome Hanna

RE: Petition 2021-12-02-25 & 2021-12-02-26 – 13000 Middlebelt Road

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

1. A variance from the Zoning Board of Appeals would be required for the excess number of signs.

This Department has no further objections to this Petition.

I trust this provides the requested information.

Jerome Hanna
Jerome Hanna
Director of Inspection

DEPARTMENT OF FINANCE

Michael T. Slater
DIRECTOR OF FINANCE

Connie Kumpula
CHIEF ACCOUNTANT



MAUREEN MILLER BROSNAN
MAYOR

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

December 13, 2021

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

Petitions 2021-12-02-25 & 2021-12-02-26 - 13000 Middlebelt Road

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.

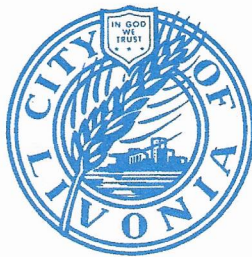
Very truly yours,

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

December 14, 2021

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

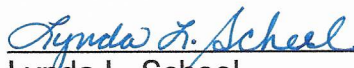
Re: Petition 2021-12-02-25
2021-12-02-26

13000 Middlebelt Road
HD Group, Inc. for Portillo's (Meijer)

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 taxes are due, but not delinquent, therefore I have no objections to the proposal.

Sincerely,


Lynda L. Scheel
Treasurer, City of Livonia

UNAPPROVED MINUTES

1

MINUTES OF THE 1,182nd PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, January 25, 2022, the City Planning Commission of the City of Livonia held its 1,182nd Public Hearing and Regular Meeting in the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan.

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

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

Members absent: None

Mr. Mark Taormina, Planning Director, Jacob Uhazie, Planning & Economic Development Coordinator, 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 2021-12-02-26 Portillo's (Tavern License)

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2021-12-02-26 submitted by HD Group, Inc., on behalf of Portillo's, requesting waiver use approval pursuant to Section 6.22 of the Livonia Vision 21 Zoning Ordinance, to utilize a Tavern license (sale of beer and wine for consumption on the premises) in connection with the operation of a freestanding full-service restaurant at 13000 Middlebelt Road, located on the

east side of Middlebelt Road between the CSX Railroad right-of-way and Schoolcraft Road in the Northwest 1/4 of Section 25.

Mr. Taormina: This is a request to utilize a Tavern license, which would be for the sale of beer and wine for the consumption on the premises. This is in connection with the operation of Portillo's, the full-service restaurant that we just reviewed. The zoning, as you know, is C-2 (General Business), which treats Tavern licenses and other on-premises licenses, such as Class C, as a waiver-use under the provisions of Section 6.22 of the zoning ordinance. There is a special requirement that applies. In the case of new establishments with on-premises liquor licenses, the facility must be at least 1,000 feet from any other such licensed businesses. For establishments which are utilized primarily as restaurants, this 1,000-foot separation requirement can be waived. In the case of Portillo's, there are three other restaurants within 1,000-feet that operate on-premises licenses. The closest is the Outback Steakhouse, which is at 13010 Middle Belt Road. Outback operates a Class C license and is roughly 200 feet from the proposed Portillo's. The other two are located on the west side of Middle Belt Road. The first is MOD Pizza at 13229 Middle Belt Road. They operate with a Tavern license and is about 280 feet from the site. The other is Applebee's at 13301 Middle Belt Road. They have a Class C license and is 325 feet away from the proposed restaurant. As such, the 1000-foot separation provision will have to be waived by City Council. In terms of correspondence, I won't read all of the correspondence that I previously read regarding this item, but we do have one new item and that comes from the Division of Police, dated December 16, 2021, and it reads: *"We have reviewed the plans in connection with HD Group, Inc., on behalf of Portillo's requesting waiver use approval, pursuant to Sections 6.51& 6.22 of the Livonia Vision 21 Zoning Ordinance, to construct and operate a freestanding full-service restaurant with drive up window facilities and to utilize a Class C liquor license (sale of beer, wine and spirits for consumption on the premises) at 13000 Middlebelt Road located on the east side of Middlebelt Road between the CSX Railroad right-of-way and Schoolcraft Road in the Northwest quarter of Section 25. The review of the plans determined that the request does not comply with prior separation requirement guidelines. The proposed establishment would be inside the separation requirement distance of at least one thousand (1,000) feet from any Class C licensed establishment. Outback Steakhouse at 13010 Middlebelt currently has a Class C license and is 200 feet from the proposed Portillo's site. Mod Pizza at 13229 Middlebelt*

UNAPPROVED MINUTES

3

currently has a Class C license and is 280 feet from the proposed site. Applebee's at 13301 Middlebelt has a Class C license and is 325 feet from the proposed site. We would recommend that the Planning Department and City Council maintain separation requirement guidelines. It is our opinion that this guideline is good for local established businesses and maintains Livonia's family atmosphere." That letter is signed by Jeffery Ronayne, Special Service Bureau.

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

Mr. Caramagno: Mark, when I look at this letter from the Police, from Jeff Ronayne, this talks about Class C license, yet this request is for only a beer and wine consumption, not spirits.

Mr. Taormina: Correct.

Mr. Caramagno: Are these two different things we are talking about here?

Mr. Taormina: So, initially we were under the...it was our understanding that the request was for a Class C license, but we were advised by the petitioner a couple of weeks ago that it was in fact a Tavern license and not a full Class C. I think the request that we sent to the police did indicate Class C. That was our mistake by notifying them as such.

Mr. Caramagno: The petitioner is just asking for something less than that?

Mr. Taormina: They are. As you recall, from the study session, it was indicated that roughly 1% of their gross receipts are in the form of beer and wine sales.

Mr. Caramagno: Thank you.

Mr. Wilshaw: A Tavern license restricts them to just beer and wine.

Mr. Taormina: Just beer and wine, no spirits.

Mr. Wilshaw: Mr. Ventura?

Mr. Ventura: Mr. Caramagno, that was my question.

Mr. Wilshaw: Very good. Any other questions for our planning staff? Ms. Smiley?

UNAPPROVED MINUTES

4

Ms. Smiley: Thank you. Mark, a Tavern license doesn't allow beer and wine to go, do they? This is primarily a drive thru. They have 184 seats, but beer and wine doesn't go...

Mr. Taormina: Some establishments are allowed to serve cocktails to go. This does not include an SDM license, so it does not involve the sale of any packaged beer and wine products. I believe the answer to your question is no. They would not be allowed to sell beer and wine products to go. Unless I am mistaken, I believe this is not part of their business model. We can get better clarification from the petitioner.

Ms. Smiley: Thank you.

Mr. Wilshaw: Thank you, Ms. Smiley. Any other questions for our planning staff? If not, we will go back to our petitioner. Welcome back, Ms. Schwerin.

Ms. Schwerin: Do you need me to state my name and address again?

Mr. Wilshaw: We have you on our record already. Thank you.

Ms. Schwerin: In regard to on premises versus off premises, Portillo's will not be selling alcohol to go. We don't sell it through the drive thru. You already kind of covered all the comments I was going to make, so given the very limited amount of alcohol service and that it is a Tavern license versus a Class C license, we just ask that you would give us a favorable recommendation to City Council. Thank you.

Mr. Wilshaw: Thank you. Let's see if there are any questions from any of our commissioners for our petitioner? No questions in regard to this petition? I don't see any questions. Is there anybody in the audience that wishes to speak for or against this item? Seeing no one coming forward, and if there is nothing else, I will close the public hearing and ask for a motion.

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

#01-06-2022 **RESOLVED**, That pursuant to a Public Hearing having been held by the City Planning Commission on January 25, 2022, on Petition 2021-12-02-26 submitted by HD Group, Inc., on behalf of Portillo's, requesting waiver use approval pursuant to Section 6.22 of the Livonia Vision 21 Zoning Ordinance, to utilize a Tavern license (sale of beer and wine for consumption on the

premises) in connection with the operation of a freestanding full-service restaurant at 13000 Middlebelt Road, located on the east side of Middlebelt Road between the CSX Railroad right-of-way and Schoolcraft Road in the Northwest 1/4 of Section 25, the Planning Commission does hereby recommend to the City Council that Petition 2021-12-01-26 be approved subject to the following conditions:

1. That the use of a Tavern license at this location is subject to City Council waiving the 1,000-foot separation restriction required between other such licensed businesses per Section 6.22 of the Livonia Vision 21 Zoning Ordinance, and
2. Pursuant to Section 13.13 of the Livonia Vision 21 Zoning Ordinance, this approval is valid for a period of one year only from the date of approval by City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

FURTHER, The Planning Commission recommends the approval of a Conditional Agreement limiting this Tavern license 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 13.13 of Livonia Vision 21 Zoning Ordinance.

Mr. Wilshaw: Is there any discussion?

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

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 16, 2022**

Meeting was called to order at 8:02 p.m. by President Jim Jolly. Present: Vice President Laura Toy (via conference phone), Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier; City Attorney, Thomas Goralski; Police Chief and Doug Moore, Assistant Director of Public Works.

9. AWARD OF BID: Department of Parks and Recreation, re: for removal of existing structures west of ball diamond #2 and for the installation of a senior playground, safety surfacing and accessible path from the parking lot at Ben Celani Play Area.

Ted Davis, Superintendent of Parks and Recreation, presented the request to Council. He pointed out that MEDC is contributing \$100,000.00 to this project, Healthy Livonia is contributing \$50,000.00. No City funds are used for this project, but there is a timeline from MEDC that the money need to be spent this year.

Kathleen McIntyre asked if there had been input from the seniors on the idea. She asked if there could be swings that could be used for those with and without wheelchairs could swing together. Ted Davis indicated that it would be the next item on the agenda, which would be adjacent to this facility, directly west, per the tentative site plan. Kathleen asked if it would be connected. Ted answered there would be a plaza in the middle with accessible pathways.

Kathleen pointed out again that she would be interested to know if this is what seniors would be interested in.

Vice President Toy agreed that should appreciate senior input and would like to see this done and offered an approving resolution for the Consent Agenda.

Scott Bahr asked if the park in Novi was the best comparable. Ted Davis stated that it was the closest comparable, Canton's is significantly different. Scott asked where it was located to take a look at it. Ted responded with Wildlife Woods Park in Novi.

Scott asked if Novi gave a sense of usage for something like this. Ted responded that it was difficult to say with outdoor amenities because it is unstaffed, but Novi felt comfortable that it was money well spent. Scott asked if he had a visual sense of how much the exercise-type areas are used. Ted stated that part of this plan was to take down that equipment, since they are over twenty years old, in disrepair and hidden. They plan to have potentially as many as three across the city, based on the success of this one. He compared this to pickleball. They put in six pickleball courts and saw constant use.

Scott asked if this isn't restricted to seniors but tailored to older people. Ted stated that most of the equipment is tailored towards seniors, but there is a functional fitness piece that younger people would like to use as well.

Scott asked where exactly the park will be located. Ted answered that if you are familiar

with Ben Celani Play Area, it is approximately where the firetruck is, the play feature. Scott asked if this was west or east of the existing drive. Ted answered that it would be east of the existing drive. Scott asked if the kids play equipment would be replaced; Ted agreed.

Scott asked if the MEDC and Healthy Livonia money had alternative uses or if it had to be for this amenity. Ted clarified that it was specific for this amenity.

Rob Donovic referenced the drawing provided, asking about the netting material. Ted indicated that it was a shade structure. Rob asked if it would be removed in the winter months. Ted stated that it could be removed or stay up, depending on preference.

Rob asked about the green material on the ground. Ted replied that is a combination of a concrete surface and a poured and play surface, a matting because of the fall zone that needs to be met.

Rob agreed that he hopes there is communication regarding what the seniors want.

Kathleen McIntyre agreed to an approving resolution, but did not want it on Consent.

DIRECTION:

APPROVING

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

9.

Parks and Recreation January 31, 2022

MEETING DATE

Study Meeting of
February 16, 2022

PREPARED BY

Ann Cox, Program Supervisor,

AGENDA ITEM

AWARD OF BID: Department of Parks and Recreation, re: for removal of existing structures west of ball diamond #2 and for the installation of a senior playground, safety surfacing and accessible path from the parking lot at Ben Celani Play Area

BACKGROUND

The Department of Parks and Recreation received bids for a Senior Playground addition at the Ben Celani Play Area. The project will consist of the removal of the existing structures west of ball diamond #2, installation of the senior playground, safety surfacing, and accessible path from the parking lot. We anticipate the project to be completed by August 31, 2022.

Specifications were prepared by the Department of Parks and Recreation, and an advertisement for bids was placed on the MITN website. Four proposals were received and opened in the presence of the Bid Committee at 2 p.m. on January 18, 2022. Below is the bid tabulation, for Council's review. The bids are good for 120 days from opening.

COMPANY	BID AMOUNT
KAB Enterprises	\$147,000
Penchura	\$150,000
Play Environments Design	\$139,000
Sinclair Recreation	\$150,000

A Selection Committee representing Parks and Recreation, and DPW reviewed the proposals. They were evaluated to select the best design and value for the community.

RECOMMENDATION

We request that City Council authorize the Mayor and City Clerk to execute a contract in the amount of \$150,000 with Sinclair Recreation, 128 E. Lakewood Blvd., Suite 40, Holland, MI 49424.

FISCAL CONSIDERATION

Budgeted funds in the amount of \$150,000 are available in account no. 101-758-974-000, to be reimbursed by a grant from MEDC in the amount of \$100,000 and a grant from Healthy Livonia in the amount of \$50,000.

ATTACHMENTS

1. 2022 Revised Master Plan Bicentennial Park (002)
2. 2022 Senior Playground at Ben Celani

APPROVED BY



Date: January 31, 2022

Ted Davis, CPRP, Superintendent of Parks and Recreation



Date: February 01, 2022

Michael Slater, Finance Director



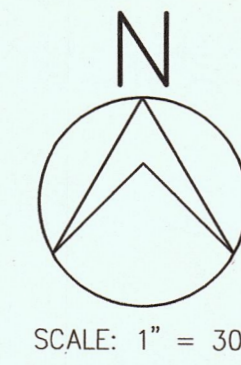
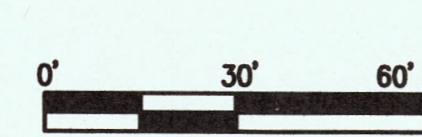
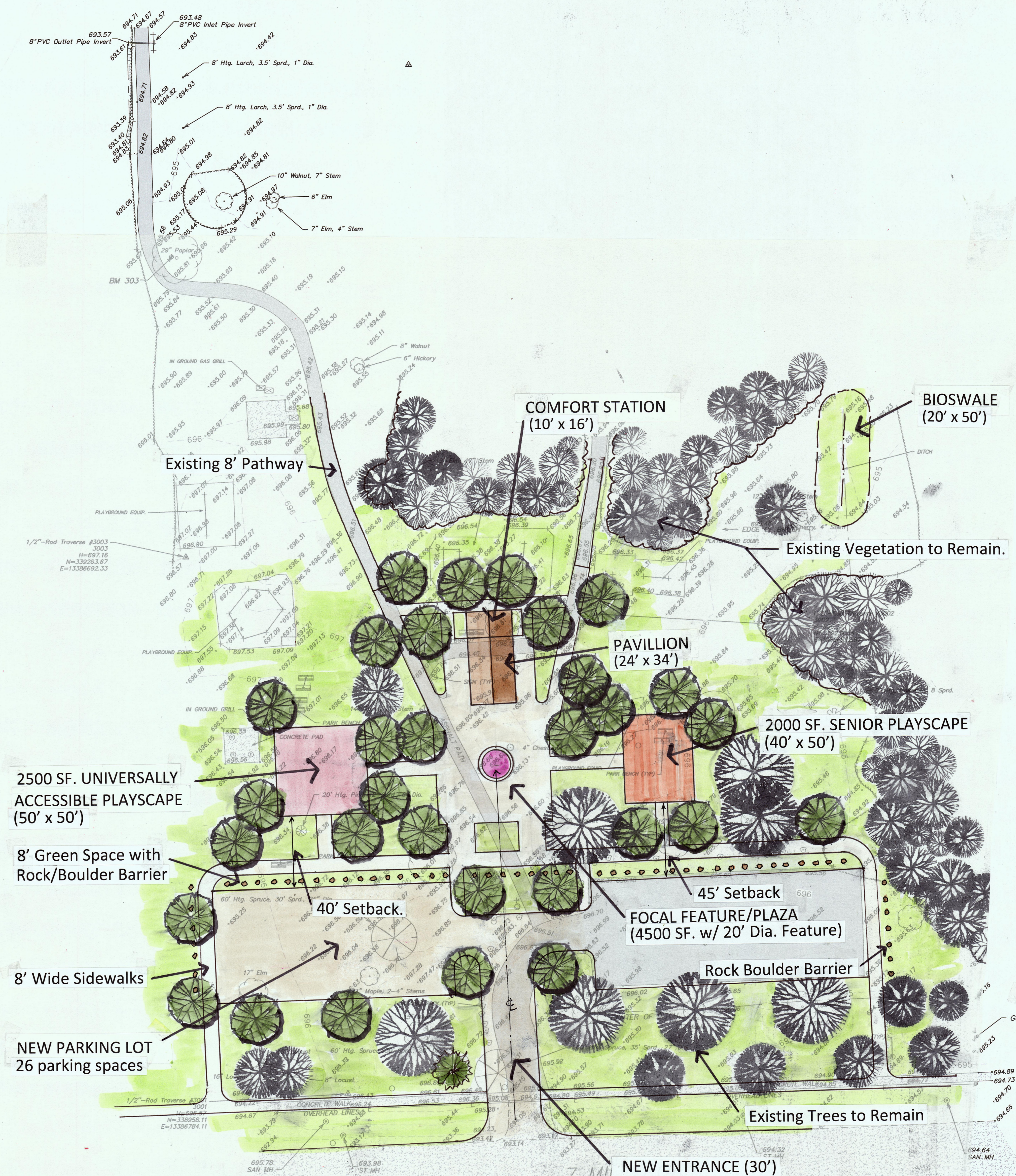
Date: February 01, 2022

Paul Bernier, City Attorney



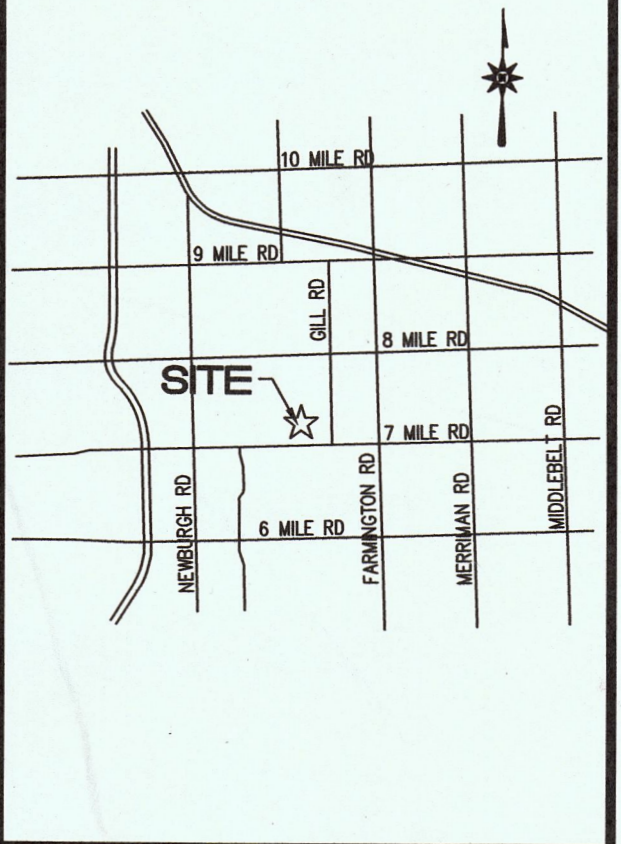
Date: February 03, 2022

Maureen Miller Brosnan, Mayor



HRC
HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE
BLOOMFIELD HILLS, MICH.
P.O. BOX 824
48303 - 0824
PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 454-6359
WEB SITE: [http:// www.hrcengr.com](http://www.hrcengr.com)

DATE	ADDITIONS AND/OR REVISIONS
DESIGNED	
DRAWN	B.PIGGOTT
CHECKED	A.MICKALICH
APPROVED	



VERTICAL BENCHMARK

BM 302: VERTICAL MAG NAIL IN NORTHWEST ROOT OF 28" MAPLE TREE
ELEVATION=697.45

BM 303: VERTICAL MAG NAIL IN NORTHWEST ROOT OF 29" POPLAR TREE
ELEVATION=696.45

NOTES

PARCEL ID OF PROPERTY IS 015990006000

ADDRESS
34830 SEVEN MILE ROAD
LIVONIA, MI

THIS SURVEY IS FOR TOPOGRAPHICAL PURPOSES ONLY. NO BOUNDARY SURVEY WAS PERFORMED.

BEN CELANI PLAY AREA

MASTERPLAN

Livonia

CITY OF LIVONIA BICENTENNIAL PARK	
TOPOGRAPHICAL SURVEY	
HRC JOB NO. 20210672	SCALE 1"=20'
DATE August 2021	SHEET NO. 1 OF 1

American Institute of Architects

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, Sinclair Recreation, LLC., as Principal, hereinafter called the Principal, and Employers Mutual Casualty Company, duly organized under the laws of the State of Iowa, as Surety, hereinafter called the Surety, is held and firmly bound unto City of Livonia, as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Amount Bid (5% of the Bid Amount), 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.

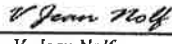
WHEREAS, the Principal has submitted a bid for: City of Livonia
Supply and Installation of Playground Equipment

Bid Date: January 18, 2022

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee 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 materials 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 Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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 13th day of January, A.D. 2022.

 (Witness)
Sinclair Recreation, LLC. (Principal)
 (Seal)
(Title)

 (Witness)
Employers Mutual Casualty Company (Surety)
Laura J Northouse (Seal)
Laura J. Northouse Attorney-in-Fact



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

LAURA J. NORTHOUSE

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Ten Million Dollars\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

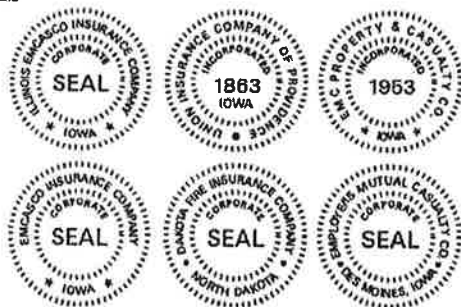
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



Scott R. Jean

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge

Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of January, 2022.

J D Clough

Vice President

Date: January 4, 2022

To: Potential Bidders

From: City of Livonia

Subject: Addendum No. 1 - Senior Playground at Bicentennial Park

Addendum No. 1 is being issued to provide clarifications from the mandatory prebid meeting held on January 3, 2022. Please review the clarifications provided below and take them into consideration with your proposal preparation.

- The Senior Playground design and construction offered must adhere to ASTM specifications for unsupervised public use of outdoor fitness equipment.
- Bicentennial Park currently has fitness equipment on site at a different location within the park. Contractor will be responsible for removal of existing fitness equipment
- Shade structure must be incorporated into design but does not need to provide coverage for area in its entirety.
- Maximum budget \$150,000. Vendors will not be penalized for maximizing use of budgeted dollars.
- Equipment should be mounted on concrete slab
- Merry-go-round near site to be removed and properly disposed of by awarded contractor
- The city does not anticipate the need for tree removal or relocation.
- Accessible path from will go from the parking lot to the senior playground.
- The Senior Playground will primarily service seniors, but the city expects equipment installed here to be used by other age groups as well. This should be taken into consideration with
- The city will consider multiple proposals from one vendor. Please clearly label each proposal being offered for consideration.
- Approximate size of the area is 2,000 square feet
- There are no federal funds associated with the Senior Playground project.
- There are no Prevailing Wage requirements for this project.

- Project must be 100% complete by August 26, 2022.
- The city has no brand preference. Contractors are encouraged to be imaginative and creative in proposing a design for the Senior Playground
- Grassy areas near the project site can be used for parking by contractor
- Permits must be pulled as applicable for the project, but fees will be waived.
- The Form of Proposal has been REVISED. Please provide information using the update version attached to Addendum No. 1.
- Proposal responses must be uploaded to the MITN website in Adobe Acrobat PDF format.
- Please start off file name with vendor name
- Please upload proposal response in multiple files if the file size is large. This will aid in downloading bids for evaluation.
- Contact BidNet for assistance with uploading of bids to the MITN website at BidNet Direct Support Department is available Monday-Friday from 8:00 am to 8:00 pm EST. via phone at 1-800-835-4603 or email at support@bidnet.com support@bidnet.com.
- Copy of sign in sheet from prebid meeting is attached to this addendum.

All other provisions of the bid remain the same. The bid due date remains the same. Submit acknowledgement of Addendum No. 1 with your proposal response.

SENIOR PLAYGROUND - ADDENUM NO. 1 ACKNOWLEDGEMENT

Company Name: Sinclair Recreation

Authorized Signature *Diane Sinclair* Date 1-18-2022

Print Name Diane Sinclair Title President

ADDENDUM NO. 1 - REVISED FORM OF PROPOSAL
SENIOR PLAYGROUND – BEN CELANI PLAY AREA

Bid of Sinclair Recreation hereinafter called Bidder,
organized and existing under the laws of or a resident of the State of Michigan, doing business as
A Partnership *

* 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.

1

Addendum Date

1-4-2022

The work may be awarded per item.

Item No.	Item Description	Total Price (\$)
1	Senior Playground – Removal, Replacement, & Restoration Warranty: Parts <u>lifetime</u> Labor <u>1 year</u>	\$145,125.00
2	Concrete Pathway Surfacing Warranty: Parts <u>1 year</u> Labor <u>1 year</u>	\$2,625.00
3	BONDING – Refer to general conditions	\$2,250.00
	Total	\$150,000.00

FORM OF PROPOSAL – 2022 Playground Removal and Replacement

In submitting this sealed proposal, it is understood that the City of Livonia reserves the right to reject or accept any or all proposals in whole or in part and waive any irregularities and informalities therein. It is agreed that this bid may not be withdrawn for 120 days from the opening thereof.

Number of days it will take to complete the project upon being given notice to proceed

180 **DAYS**

We are able to complete the project on or before August 26, 2022? ☒ **Yes** ☐ **No**

If no, please specify the date by which work will be completed _____

Was site visit conducted at Bicentennial Park prior to proposal submission?

☒ **Yes** 1-3-2022 **Date** ☐ **No**

Does the design and work to be performed comply with ASTM specifications for Unsupervised public use of outdoor fitness . ☒ **Yes** ☐ **No**

The contractor and their sub-contractors agree that they will not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their sex or age, except when based on a bona fide occupational qualification, or because of their race, color, religion, national origin or ancestry. (Act 453 P.A. 1976 As Amended) The contractor further agrees that they will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to age, sex, race, creed, color or national origin. Breach of this contract may be regarded as a material breach of contract.

Bidder will identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership, (naming partners), corporation, foreign or domestic (naming principal officers), and indicate official capacity of person executing proposal and bid.

Date 1-18-2022 Firm Name Sinclair Recreation
(If corporation, partnership, or assumed name)

Address 128 E. Lakewood Blvd. Suite 40 Holland, MI 49424 Signature Diane Sinclair
(Person executing bid and official capacity)

Print Name Diane Sinclair

City Holland State Michigan Zip Code 49424

Email diane@sinclair-rec.com

Phone 800-444-4954 FAX 616-392-8634

Diane Sinclair - 51%, Richard Sinclair - 49%

(Names of Principal Officers and designate
official capacity)

(If partnership or assumed name, indicate
names of owners)

CONTACT PERSON TO WHOM QUESTIONS REGARDING PROPOSAL RESPONSE SHOULD BE DIRECTED:

NAME: Diane Sinclair **TITLE:** President

PHONE: 800-444-4954

EMAIL: diane@sinclair-rec.com

To be considered for this project, proposal must be uploaded to the MITN website (www.mitn.info) no later than 2:00 PM on JANUARY 18, 2022, in PDF Adobe Acrobat Format

Proposal shall include the following in the order listed below:

- Bid Bond
- Form of Proposal Pages
- References
- Statement of Qualifications
- List of Subcontractors
- Project Approach
- Project Timeline
- Company Overview
- Descriptive literature regarding equipment and design proposed
- Design layout and drawings
- Warranty information
- Address all submission requirements specified in RFP

Senior Playground at Bicentennial Park
REFERENCE FORM

COMPANY NAME: Sinclair Recreation

Installation and concrete

Please see attached reference list

Reference Company Name:	
City/State:	
Summary of Work Performed:	
Dates of Work:	
Company Contact Person:	Title:
Phone Number:	Email:

Reference Company Name:	
City/State:	
Summary of Work Performed:	
Dates of Work:	
Company Contact Person:	Title:
Phone Number:	Email:

Reference Company Name:	
City/State:	
Summary of Work Performed:	
Dates of Work:	
Company Contact Person:	Title:
Phone Number:	Email:

SUBCONTRACTOR LIST

ITEM	COMPANY NAME
Installation and concrete	Rent-a-Son
	ADDRESS: 2294 South Hickory Ridge Road
	CITY/STATE: Milford, MI 48380
	PHONE: 989-233-3210
	CONTACT PERSON: Dennis Wuerfel
	EMAIL wuerf3@aol.com

ITEM	COMPANY NAME
	ADDRESS:
	CITY/STATE:
	PHONE:
	CONTACT PERSON:
	EMAIL

ITEM	COMPANY NAME
	ADDRESS:
	CITY/STATE:
	PHONE:
	CONTACT PERSON:
	EMAIL

ITEM	COMPANY NAME
	ADDRESS
	CITY/STATE:
	PHONE:

**STATEMENT OF QUALIFICATIONS
SENIOR PLAYGROUND – BICENTENNIAL PARK**

Bidders must answer all questions. If more space is needed to complete a question, attach a separate sheet.

Company Name: Sinclair Recreation

Address 128 E. Lakewood Blvd. Suite 40 Holland, MI 49424

Contact Person: Diane Sinclair Title President

Phone No. 800-444-4954 Email diane@sinclair-rec.com

1. Number of years operating under you present name: 19 years

2. General nature of work performed by your company:

Supply and installation of playground equipment and surfacing

3. Number of years you have performed work similar in scope and size to the work requested in the Invitation for Bid: 19 years

4. Has your company performed work for the City of Livonia in the last ten (10) years? If so, please specify:

Year of Service	Department Served	Description of Services Provided
2017	Park and Recreation	Dover Park

5. Number days required to complete the work outlined in the Request for Proposal.

30 days after the equipment arrives Days

SQ-1

Statement of Qualifications Continued

6. List the members of the team who will be assigned to this project and the roles they will perform.

Name	Title	Role	Years of Experience	Number of other projects currently assigned
Matt Campanella	Sales Associate	Project Manager	15	5
Jamie Lehman	Project Manager	Assistant Project Manager	3	10

7. Provide a current list of projects currently underway or scheduled to begin in the next six (6) months See attached list

Client	Project Description	Start Date	End Date

8. What challenges to you foresee with this project?

Covid restrictions and supply chain issues

9. How many years of experience do you have providing the services requested in this RFP? ³¹_____years

10. State exceptions/assumptions taken in submitting a proposal:

We are assuming there are not hidden obstructions in the ground.

SQ-2

Statement of Qualifications Continued

11. What is included in your base price for services? What services will incur additional fees:

Please see our attached quote for details of what is included in our bid.

12. What costs **ARE NOT INCLUDED** in your base bid?

Landscaping and seeding.

13. What is the lead time to acquire materials for this project?

Lead times:

Item	Lead Time (# of days)
Fitness equipment	12-16 weeks
Rubber Tile surfacing	12-16 weeks

14. Within how many days will the project be completed? 180 days

15. Did your firm visit the site prior to submitting a proposal? yes Yes No

If Yes, on what date was the site visited? 1-3-2022

Major Completed Work -- Sinclair Recreation

Project Name	Owner	Architect	Contract Amount	Completed date (year)	% of personnel used
Hannah's Hope	City of Portage, IN	none	\$ 450,000.00	2017	100%
Play Planet Park	City of Westland	none	\$ 300,000.00	2010	100%
Harvest Bible's Children's Ministry	Harvest Bible Chapel	none	\$ 250,000.00	1013	100%
Pinewood Park	City of Kentwood Parks and Recreation	none	\$ 250,000.00	2013	100%
The Lighthouse	City of Frankfort	none	\$ 120,000.00	2012	100%
Patriarche Park	City of East Lansing	Landscape Architects and Planners	\$ 350,000.00	1015	100%
Frog Hollow Park	City of Wyoming	Pam Blough and Associates	\$ 250,000.00	2006	100%
Cascade Township Park	Cascade Township	none	\$ 250,000.00	2016	100%
The Indianapolis Colts	Indianapolis Public Schools	none	\$ 400,000.00	2011	100%
Merrifield Park	City of Mishawak, Indiana	none	\$ 250,000.00	2015	100%
Van Riper State Park	Van Riper State Park	none	\$ 200,000.00	2016	100%
Adams Street Elementary Challenge Course	City of Indianapolis and The Indianapolis Colts	none	\$ 350,000.00	2017	100%
Central Elementary	Menominee Public Schools	none	\$ 72,000.00	2013	100%
Ann Arbor Public Schools	Ann Arbor Public Schools	none	\$ 1,300,000.00	2017	75%
City of Sterling Heights	City of Sterling Heights	none	\$ 680,000.00	2017	75%
Island Park	City of Mount Pleasant	none	\$ 450,000.00	2017	100%
STEM Elementary	Midland Public Schools	French Associates	\$ 136,000.00	2017	100%
Ann Arbor Public Schools	Ann Arbor Public Schools	none	\$ 1,600,000.00	2018	100%
GTB Ot Ottawa and Chippewa Indians	GTB Indians	none	\$ 250,000.00	2018	100%
Fraser Public Schools	Fraser Public Schools	Barton Malow	\$ 195,000.00	2018	100%
Anchor Bay Public Schools	Ann Arbor Public Schools	French Associates	\$ 158,750.00	2018	100%
Johnston Charter Academy	National Heritage Academies	none	\$ 95,000.00	2018	100%
Stewart Park	City of Munster	none	\$ 98,500.00	2018	100%
Fairview Elementary	Lansing Public Schools		\$ 49,700.00	2018	100%
Fairview Elementary	Fairview Public Schools	Wolgast	\$ 138,000.00	2018	100%
Center Grove Community Schools	Center Grove Community Schools	none	\$ 1,800,000.00	2018	90%
Miller Elementary	Hammond, IN	none	\$ 65,000.00	2018	100%
Later Elementary	Mattawan Schools	Viridis	\$ 195,000.00	2018	100%
Pere Marquette Park	City of Muskegon	none	\$ 150,000.00	2019	100%
Various Parks	City of South Bend	none	\$ 550,000.00	2019	95%
Congress Elementary	Sturgis Public Schools	none	\$ 250,000.00	2019	90%
Drake Goetz Park	Drake Goetz Park Foundation	none	\$ 235,000.00	2019	90%
Veterans Park	City of Kentwood Parks and Recreation	MC Smith and Associates	\$ 65,000.00	2019	90%
City of Allen Park	City of Allen Park	none	\$ 180,000.00	2019	90%
Portland Public Schools	Portland Public Schools	Clark Construction	\$ 305,000.00	2019	90%
South Terrace Elementary	MSD of North Posey County	VPS Architecture	\$500,000.00	2020	90%
New Downtown Elementary	Greater Clark County Schools	Core Construction	\$ 160,694.11	2020	90%

Alameda Elementary	Farmington Public Schools	McCarthy Smith	\$ 283,880.00	2020	90%
Ryan Intermediate School	Gull Lake Community Schools	Miller Davis Construction	\$ 184,600.00	2020	100%
Galesburg Middle School Project	Galesburg-Augusta Community Schools	none	\$ 47,300.00	2020	100%
Horton Park	Laketown Township	DLZ	\$ 126,170.00	2020	95%
Fork Township	Fork Township	none	\$ 45,000.00	2020	100%
Lansing Foundation Playground	City of Lansing	Wiegman	\$ 500,000.00	2022	100%
Kelloggsville Public Schools	Kelloggsville Public Schools	Owen Ames Kimball	\$ 334,800.00	2021	100%
White Cloud Elementary Playground	White Cloud Public Schools	Barton Malow Builders	\$ 48,525.00	2021	100%
Montabella Public Schools playground	Montabella Public Schools	Christman	\$ 154,700.00	2021	100%
Corunna Public Schools	Corunna Public Schools	None	\$ 150,000.00	2021	100%
Hunt Elementary	Jackson Public Schools	None	\$ 116,918.57	2021	100%
Montessori Playground	Traverse City Area Public Schools	None	\$ 299,900.00	2022	100%
Washtenaw ISD	Washtenaw ISD	Clark Construction	\$ 545,000.00	2021	100%
Oak Park Elementary	Oak Park Public Schools	Partners in Architecture	\$ 513,900.00	2021	100%
Chippewa Hills Schools District	Chippewa Hills School District	Wolgast Corporation	\$ 109,270.00	2021	100%
Plymouth Canton Schools	Plymouth Canton Public Schools	McCarthy Smith	\$1,950,000.00	2021	100%
Birch Run Playground	Birch Run Area Schools	none	\$ 350,000.00	2021	100%
Glen Lake Community Playground	Glen Lake Community Schools	Christman Company	\$ 478,900.00	2021	100%
Evansville Schools Playgrounds	Evansville Schools, IN	none	\$ 250,000.00	2021	100%
Winslow Woods Park	City of Bloomington, IN	none	\$ 120,000.00	2021	100%
South Lyon Community Schools playground	South Lyon Community Schools	Barton Malow	\$ 199,925.00	2021	100%
Weisser Park	City of Fort Wayne, IN	none	\$ 90,000.00	2021	100%
Wall Elementary - East and West	Sturgis Public Schools	none	\$ 400,000.00	2021	100%
Center Line Public Schools - New Roose Elem	Center Line Public Schools	McCarthy Smith	\$ 195,900.00	2021	100%
Mt. Morris Consolidated Schools	Mt. Morris Consolidated Schools	Barton Malow	\$ 165,000.00	2021	100%
City of Muskegon - Reese Park	City of Muskegon	none	\$ 364,600.00	2021	100%

Sinclair Recreation					
Work In Progress 2022					
Project Name	Owner	Contractor	Contract Amount	Percent Complete	Estimated Completion Date
Lansing Foundation Playground	City of Lansing	Wiegman	\$500,000.00	0%	July, 2022
St. Joseph Charter Township Playground	St. Joseph Charter Township	none	\$191,000.00	85%	May, 2022
Franke Park, Fort Wayne, IN	City of Fort Wayne, IN	none	\$ 195,000.00	0%	May, 2022
Montabella Public Schools playground - phase two	Montabella Public Schools	Christman	\$85,000.00	0%	June, 2022
Farmington Public Schools	Farmington Public Schools	McCarthy Smith	\$ 791,425.00	0%	August, 2022
Atherton Community Schools	Atherton Community Schools	Barton Malow	\$ 35,000.00	0%	August, 2022
Montessori Playground	Traverse City Area Public Schools	None	\$ 299,900.00	0%	August, 2022
Beaverton Schools playground	Beaverton Schools	Barton Malow	\$ 60,000.00	0%	July, 2022
Kentwood Public Schools - Brookwood Elementary	Kentwood Public Schools	Wahlfield Construction	\$ 195,900.00	0%	July, 2022
Eaton Rapids Playgrounds	Eaton Rapids Public Schools	OAK	\$ 659,900.00	0%	August, 2022
Monroe Public Schools Playgrounds	Monroe Public Schools	Clark Construction	\$ 779,800.00	0%	August, 2022
Lake Orion Community Schools	Lake Orion Community Schools	Frank Rewold	\$ 125,000.00	0%	August, 2022



SINCLAIR RECREATION, LLC

128 EAST LAKEWOOD • SUITE 40 • HOLLAND, MI 49424 • P.O. BOX 1409 • HOLLAND, MI 49422-1409
PHONE: (800) 444-4954 • FAX: (616) 392-8634 • WEBSITE: www.sinclair-rec.com

City of Livonia - Sinclair Recreation STATEMENT OF QUALIFICATIONS

Sinclair Recreation, LLC

128 E. Lakewood Blvd. Suite 40
Holland, MI 49424

Toll Free: 800-444-4954
Local: 616-392-7441
Fax: 616-392-8634
Federal ID: 38-359-0321

Richard Sinclair – 28 years of experience
Diane Sinclair – 31 years of experience
Type of Ownership: WBE (Woman's Business Enterprise)
Sinclair Recreation was started in 2003



Website: www.sinclair-rec.com
GameTime: www.gametime.com
Facebook: www.facebook.com search: Sinclair Recreation LLC to see references
Diane Sinclair: diane@sinclair-rec.com
Richard Sinclair: rich@sinclair-rec.com

Diane and Richard Sinclair started Sinclair Recreation April 1st of 2003 after working for the local GameTime Representative for a combined 59 years. Sinclair Recreation is a full-service representative agency, specializing in the design, sale, installation and customer service of GameTime playground equipment.

Sinclair Recreation's special area of expertise is in large accessible designed structures and Community Build Installations. We have completed an estimated 350 supervisions since founding of the company in 2003

GameTime is a leader in product and technology innovation and has been committed to enriching childhood through play since 1929. With 400,000 square foot facility on 81 acres, GameTime is well equipped to handle orders of any size. GameTime does all the metal fabrication, rotationally molded plastic and powder coating in-house for great quality control. GameTime's Computerized factory drilling, direct-bolt connections and factory placed inserts make installation and maintenance simple and easy to understand. These direct bolt connections eliminate possible errors that may occur while installing GameTime equipment. All the liability for correct placement of parts is put on GameTime, exactly where it belongs.



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Please see the attached sheet on GameTime's compliance. GameTime is compliant with the following:

American Society for Testing and Materials (ASTM)
Consumer Product Safety Commission (CPSC)
ISO 14001 Certified, known as green certification (LEED)
IPEMA Equipment Certification
IPEMA Surfacing Certification
ADA
ISO 9001:2008
TUV

GameTime has earned \$51 Million Dollars in product liability insurance – the most in the industry. See attached certificate.

Our Project Team

1. Diane Sinclair, President of Sinclair Recreation. Diane has 30 years of experience designing and selling GameTime playground equipment. She will be the point person for bid follow up questions regarding design, pricing, and bid documentation. She has been NPSI certified for the past 24 years, has been trained in Universally Accessible Playground Design by Boundless Playgrounds, GameTime, and PlayCore. Diane is authorized to represent Sinclair Recreation during negotiations and can sign contracts.
2. Richard Sinclair, Vice President of Sinclair Recreation. Rich has 27 years of experience in the playground industry. He will be your contact person for the coordination of all aspects of your playground construction. He will oversee coordination of dates, schedules, scheduling the installation process and being on site when necessary. Rich will meet with you and your committee for all designs and input sessions. Rich is also the sales representative for Northern Michigan and is responsible for site visits in his territory. Rich is authorized to represent Sinclair Recreation during negotiations and can sign contracts.
3. Sarah Sahtoe, CAD Design, Pricing, and Customer Service for Sinclair Recreation. She has been with GameTime for 23 years and will be your person in the office that will handle any additional product questions, concerns, or warranty claims. She will have complete knowledge of all aspects of the project and can coordinate any special requests or design changes.
4. Teresa Huxhold, Accounting Manager for Sinclair Recreation. Teresa has been in the playground industry for 29 years. She will oversee your invoices, insurance requests, and partial billing.



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5. Morgan Roman, Customer Service and Assistant for Sinclair Recreation. Morgan comes to us after recently graduating from Hope College. She answers the phones, does customer service and keeps the office running smoothly!
6. Alison Wiegerink, Order Entry for Sinclair Recreation. Alison has been with Sinclair Recreation for 4 years. She is responsible for entering your order, confirming your colors, and coordinating the location of deliveries.
7. Scott Bareman, Customer Service and Rendering Associate for Sinclair Recreation. Scott provides customer service and renderings for bids and direct sales. Scott was brought on board to generate the 3-D renderings included in our bid. He will be able to provide a rendering of your custom playground in different color combinations, showing you all sides of the plans before purchase.
8. Jamie Lehman, Project Manager and Administrative Assistant for Sinclair Recreation. Jamie is responsible for scheduling installation of projects, safety surfacing and equipment deliveries. Jamie also provides project management for large installation projects and coordinates with contractors and architects.
9. Matt Campanella, Sales representative for Eastern Michigan. Matt has been with Sinclair Recreation for over 15 years. Based out of Farmington Hills Matt is responsible for sales, services, site visits and projects in Eastern Michigan. Matt will be the project manager for this project and lead all aspects of coordination with the installers and the owner.
10. Jeff Branham began his career with Sinclair Recreation in 2013. Jeff came to the playground industry from a previous background in landscape design. He is a certified playground inspector and proudly represents the GameTime brand in central and southern Indiana, including the cities of Indianapolis, Evansville, Terre Haute and Bloomington.
11. Jeremy Bosman, Sales representative for Western Michigan. Jeremy comes to Sinclair Recreation from Haworth where he was a project manager and oversaw the logistics of getting office furniture to the customer on time. Jeremy is excited about this new chapter in his life and is looking forward to building lots of playgrounds for his young children to play on!
12. Rocki Stillson, Sales representative for Northern Indiana. Rocki is responsible for sales, site visits, and service in Northern Indiana.
13. Michigan Recreational Construction will be our installer on this project. They have the capacity and knowledge to install these playgrounds on time and in your budget.



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Project Timeline and Project Approach:

- After the bids are due, Sinclair Recreation would like to request a time to go over our bid in detail and explain our design philosophy and concepts.
- If Sinclair Recreation and GameTime are chosen to supply the Senior playground, we will make any changes requested until the designs are exactly what the City of Livonia wants.
- After the equipment is chosen and color selections are made, the equipment will be manufactured by GameTime. Depending on the components picked, this can take between 12 – 18 weeks.
- Matt Campanella will develop a detailed construction schedule with you and the installer to ensure all parties are keep informed and up to date.
- A completion date will be agreed upon by all parties involved.
- Two - fours weeks prior to the equipment delivering for the playground, our crews will remove the existing equipment from the site and prepare the site for installation.
- Installation of the new equipment will take between 2-4 weeks.
- After installation of the equipment, surfacing will be installed.
- After substantial completion, we will have a walk-thru with the owner and make a punch list. The punch list will then be taken care of by our installer.
- Clean up of the site and then a dedication for the Senior Playground!



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Trombley Park (2018)

Owner: City of Warren

Location: 14700 Alvin Ave., Warren, MI 48089

Approximate Cost: \$43,000.00

Contact: Henry Bowman

Email: hbowman@cityofwarren.org

Trombley park features a custom play structure which features a net walk and interactive panels. Trombley Park has a new swing set that features an expression swing with a toddler seat and a zero-G chair.





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Riverside Park (2018)



Owner: City of Ypsilanti

Location: 2 E. Cross St., Ypsilanti, MI 48198

Approximate Cost: \$95,000.00 – equipment only

Contact: Joe Meyers

Email: jmeyers@cityofypsilanti.com

Riverside Park features a bright and colorful playground with an ADA accessible structure, shadow play panels and music elements. A fun attraction at this playground is the rock in raft which is also ADA accessible.





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Dort Park (2018)

Owner: Lear Corporation

Location: 560 E Hamilton Ave., Flint, MI 48506

Approximate Cost: \$145,000

Contact: William Schoewe

Email: wschoewe@lear.com

Dort Park features a PowerScope Ionix hybrid unit, a shelter, site amenities, and grills to complete the park. The brightly colored structure also has Poured-In-Place safety surfacing (PIP) in standard blue. The Ionix portion of this playground features multiple net and climbing elements.





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Walnut Hills Elementary Schools (2018)

Owner: Greenville Public Schools

Location: 712 N. Walnut St. Greenville, MI 48838

Approximate Cost: \$169,000

Contact: Scott Christensen

Email: christes@greenvillek12.mi.us

Walnut Hills Elementary School features a 5-12-year-old and a 2-5-year-old area. Featured below is the 5-12-year old area with a large net structure, upper body components, spinning elements and swings. Walnut Hills features a hillside slide with a tug rope with Poured-in-place rubber safety surfacing.





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Van Riper State Park (2015)

Owner: Van Riper State Park

Location: 851 Co Rd AKE, Champion, MI

Approximate Cost: \$200,000.00

Contact: Lee Mundy

Phone Number: 906-339-4461

When Van Riper State Park needed a new playground for their very busy campground, they called Rich Sinclair and we helped design a play area to fit into the natural surroundings. This playground features timber panels and conifer tree accents with a natural color pallet.





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Frog Hollow (2004)

Owner: City of Wyoming, Frog Hollow
Location: 2050 Metro Court, Wyoming, MI 49519
Approximate Cost: \$250,000
Installed: Summer of 2004
Contact: Rebecca Rynbrandt
Phone Number: 616-530-3164

GameTime and Sinclair Recreation was chosen to be a part of this project after presenting to a group of various professionals. There were individuals with various disabilities, including seeing impaired, hearing impaired and those in wheelchairs. We used various presentation techniques, including Braille, samples they could touch and hold, bright pictures and video. Diane Sinclair joined the playground committee and met once a month for over a year with the Parks and Recreation Department, Metro Health professionals, accessibility advocates and citizens of Wyoming to discuss and plan the playground.





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Patriarche Park (2015)

Owner: City of East Lansing and Rotary Club of Lansing

Location: 906 Alton Road, East Lansing, MI 48823

Approximate Cost: \$350,000.00

Contact: Wendy Wilmers Longpre, 517-319-6940





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Play City at Vet's Park (2020)

Owner: City of Bay City

Location: Vet's Park

Approximate Cost: \$458,000.00

Installed: Summer of 2020

Contact: Tim Botzau, Parks & Environmental Affairs
Manager





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Sturgis Public Schools, MI (2019 and 2020)

Owner: Sturgis Public Schools

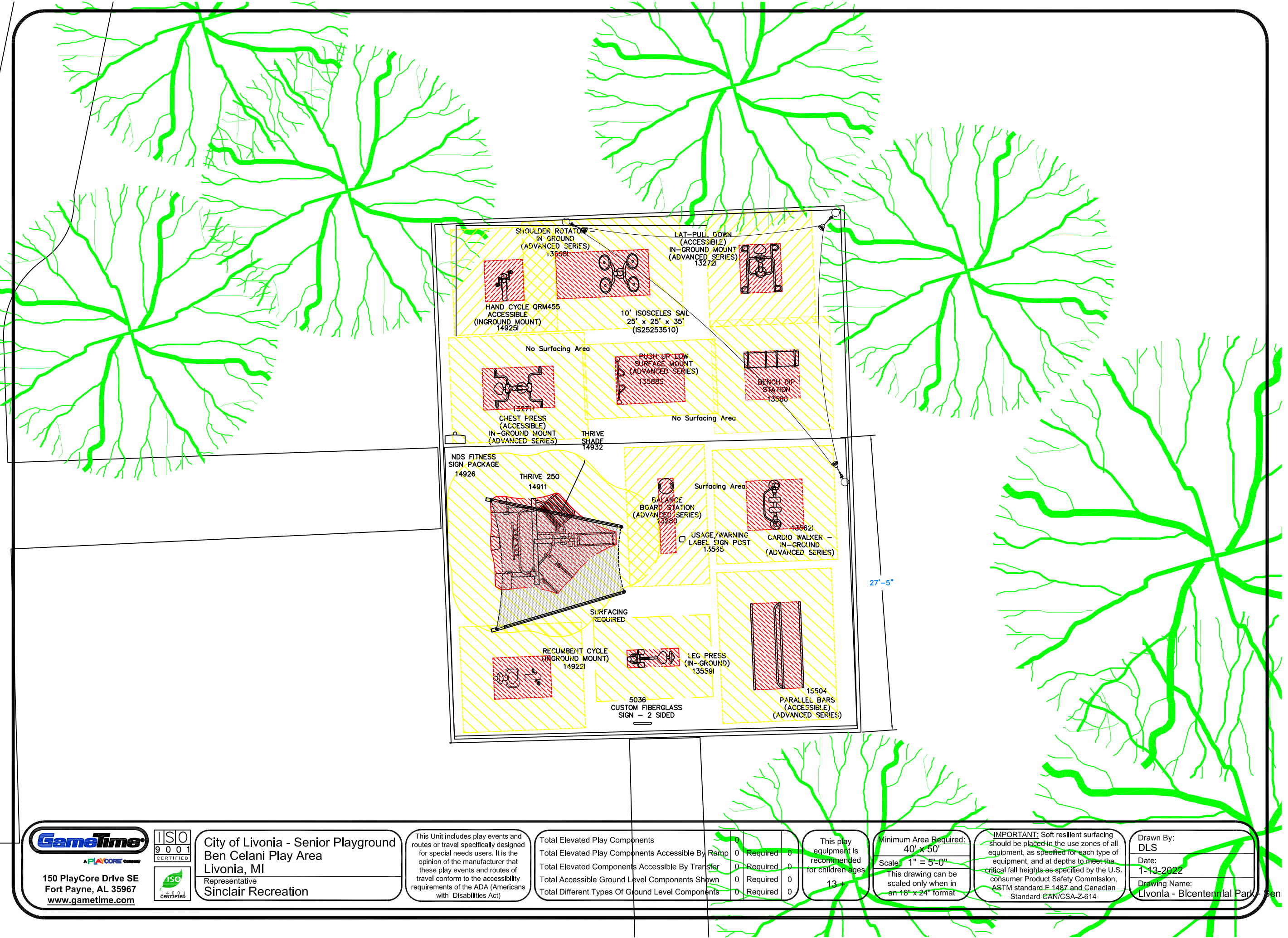
Location: Wenzel and Congress Elementary

Approximate Cost: \$250,000.00 (each)

Installed: Summer of 2019 and 2020

Contact: Ray Sterling, Director of Finance





GameTime
A PLAYCORE Company
150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com



City of Livonia - Senior Playground
Ben Celani Play Area
Livonia, MI
Representative
Sinclair Recreation

This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

Total Elevated Play Components	0	0	0
Total Elevated Play Components Accessible By Ramp	0	Required	0
Total Elevated Components Accessible By Transfer	0	Required	0
Total Accessible Ground Level Components Shown	0	Required	0
Total Different Types Of Ground Level Components	0	Required	0

This play equipment is recommended for children ages
13

Minimum Area Required:
40' x 50'
Scale: 1" = 5'-0"
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
DLS
Date:
1-13-2022
Drawing Name:
Livonia - Bicentennial Park - Senior



City of Livonia
Senior Playground at Bicentennial Park



City of Livonia
Senior Playground at Bicentennial Park



City of Livonia
Senior Playground at Bicentennial Park



A PLAYCORE Company

www.gametime.com

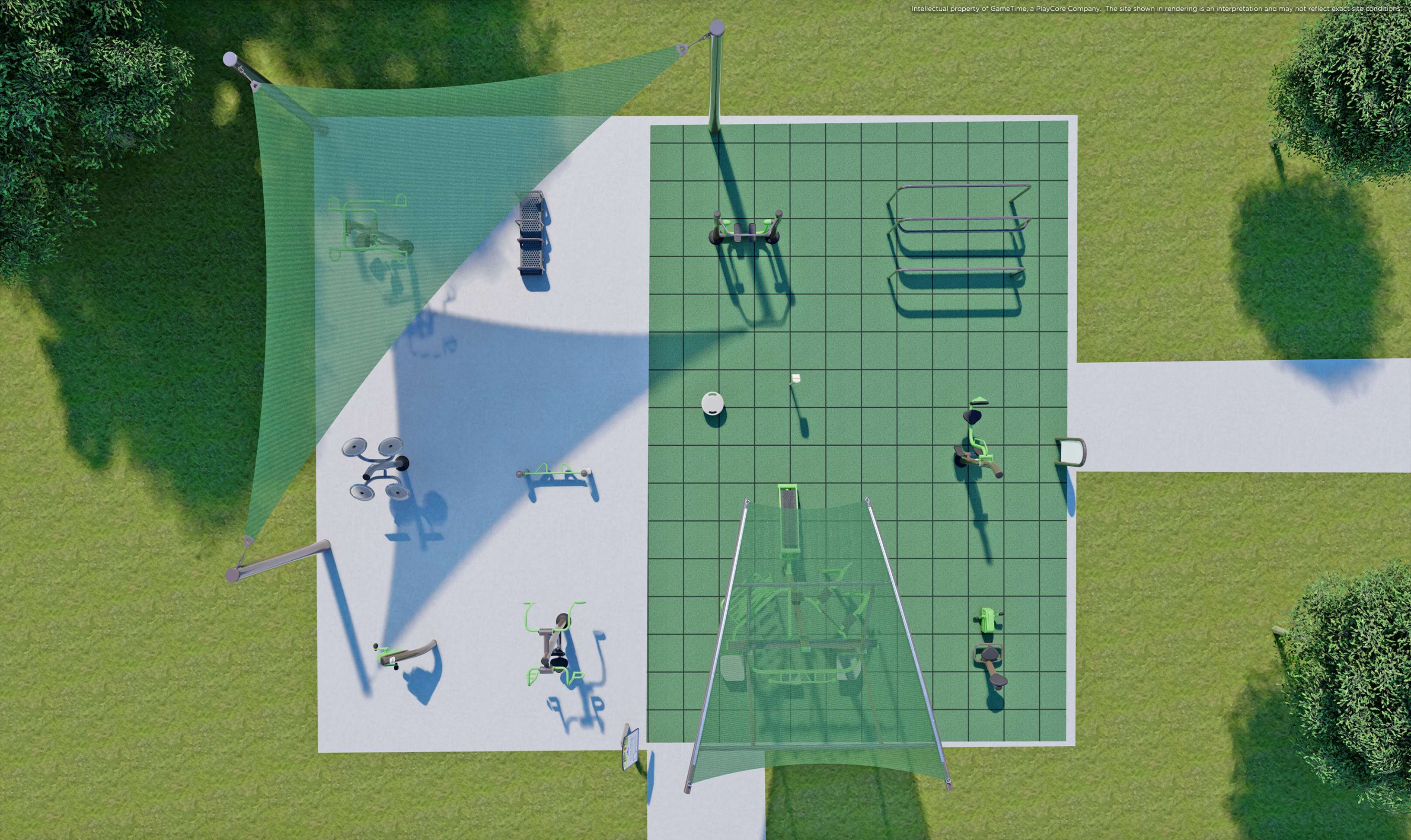


www.sinclair-rec.com

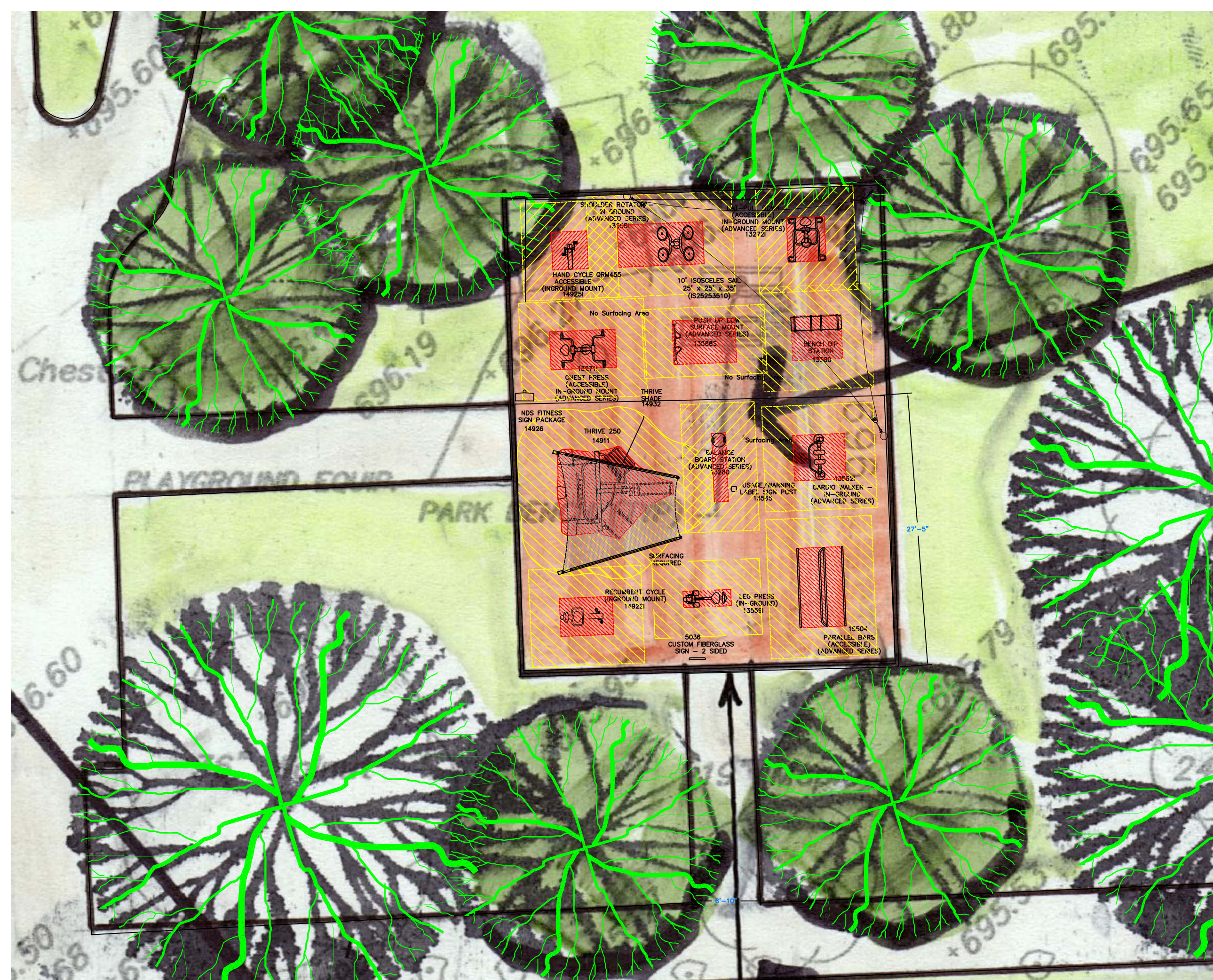




City of Livonia
Senior Playground at Bicentennial Park



City of Livonia
Senior Playground at Bicentennial Park





GameTime c/o Sinclair Recreation
 PO Box 1409
 Holland, MI 49422-1409
 Ph: 800-444-4954
 Fax: 616-392-8634

01/12/2022
 Quote #102380-01-01

City of Livonia - Senior Playground at Bicentennial Park

City of Livonia
 Attn: Clerk's Office
 33000 Civic Center Dr.
 Livonia, MI 48154

Ship to Zip 48154

Quantity	Part #	Description	Unit Price	Amount
1	5036	GameTime - Custom Fiberglass Sign 2S	\$2,739.00	\$2,739.00
1	13280	GameTime - Balance Board Station	\$578.00	\$578.00
1	13565	GameTime - Fitness Sign Post For Sticker	\$230.00	\$230.00
1	13580	GameTime - Bench Dip Station	\$1,627.00	\$1,627.00
1	14911	GameTime - Thrive 250	\$11,697.00	\$11,697.00
1	14932	GameTime - Thrive Shade	\$4,427.00	\$4,427.00
1	15504	GameTime - Parallel Bar (Accessible)	\$1,572.00	\$1,572.00
1	13271I	GameTime - Chest Press - Ada (In-Ground Mount)	\$6,134.00	\$6,134.00
1	13272I	GameTime - Lat Pull Down - Ada (In-Ground Mount)	\$6,155.00	\$6,155.00
1	13558I	GameTime - Shoulder Rotator (In-Ground)	\$4,399.00	\$4,399.00
1	13559I	GameTime - Leg Press (Single)	\$4,653.00	\$4,653.00
1	13562I	GameTime - Cardio Walker (In Ground)	\$4,653.00	\$4,653.00
1	13588S	GameTime - Push Up Lo Surface Mt	\$2,710.00	\$2,710.00
1	14922I	GameTime - Recumbent Cycle (In-Ground)	\$5,242.00	\$5,242.00
1	14925I	GameTime - Accessible Hand Cycle (In-Ground)	\$5,363.00	\$5,363.00
2000	INSTALL	Installation - Square Feet of Concrete Slab with site work	\$12.50	\$25,000.00
1	INSTALL	Installation - Installation of new fitness equipment	\$18,500.00	\$18,500.00
1	INSTALL	Installation - Removal of existing equipment from site	\$5,000.00	\$5,000.00
1080	Tile	GT-Impax - Rubber Tile surfacing	\$20.00	\$21,600.00
175	INSTALL	Installation - Square Feet of concrete walkway to play area	\$15.00	\$2,625.00
1	QRM455	GT-Shade - IS25253510 ISOSCELES SAIL 25X25X35X10	\$8,396.00	\$8,396.00
1	INSTALL	Installation - Of the Shade Shelter	\$5,000.00	\$5,000.00
1	Bond	Sinclair Recreation - Payment and Performance Bond	\$2,250.00	\$2,250.00
			Sub Total	\$150,550.00
			Discount	(\$14,630.99)
			Material Surcharge	\$9,874.18
			Freight	\$4,206.81
			Total	\$150,000.00



GameTime c/o Sinclair Recreation
PO Box 1409
Holland, MI 49422-1409
Ph: 800-444-4954
Fax: 616-392-8634

01/12/2022
Quote #102380-01-01

City of Livonia - Senior Playground at Bicentennial Park

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION.

NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE.

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Payment Terms: Payment in full, net 30 days subject to approval by GameTime Credit Manager. A 1.5% per month finance charge will be imposed on all past-due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.

Submittals: Our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.



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Ph: 800-444-4954
Fax: 616-392-8634

01/12/2022
Quote #102380-01-01

City of Livonia - Senior Playground at Bicentennial Park

Acceptance of quotation:

Proposed By Diane Sinclair: _____

Accepted By (printed): _____ P.O. No: _____

Please make P.O.s out to GameTime C/O Sinclair Recreation

Signature: _____

Title: _____

Date: _____

Facsimile: _____

Phone: _____

Email: _____

Purchase Amount: \$150,000.00

REQUIRED ORDER INFORMATION:

Bill To: _____

Ship To: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____
(For Accounts Payable)

Tel: _____
(To call before delivery)

Email: _____

Email: _____

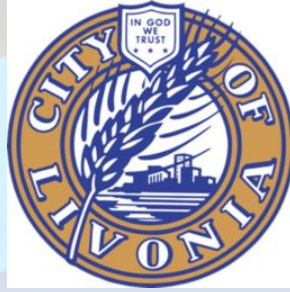
COLOR SELECTIONS: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.

Quote prepared by: Diane Sinclair

Proposal for



01-18-2022
Job # 102380-01

City of Livonia - Senior Playground at Bicentennial Park



800-444-4954 | www.sinclair-rec.com

ABOUT GAMETIME

GameTime creates fun, healthy and active places where all children and families become physically, emotionally and socially strong.



GameTime is a leading designer of commercial playground equipment, outdoor fitness products, custom recreation spaces, and site furnishings. We strive to create the kinds of places people love and where people love to play.

Play and recreation is a fundamental human right, and we take our role in helping communities create active, healthy places seriously. We focus on inclusion, diversity and equity in our playground designs, align our products with the research of leading play, health, and wellness experts, and advocate tirelessly for the advancement of safer, more accessible and fun places that bring people together.

This is our mission since 1929: to build the highest quality products, design the most memorable play and recreation experiences, and to lead the industry with innovative solutions that help people of all ages, all abilities, and all backgrounds realize the transforming power of play.



COMPLIANCE

Industry standards set a minimum level that playground manufacturers must meet. We meet or exceed those standards, because we understand that the ultimate playground offers peace of mind, as well as playful experiences.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

Several key people at GameTime, including our Manager of Compliance and Standards, serve on the ASTM committee that sets the standards for the entire playground industry. GameTime products conform to that standard, ASTM F1487-07, the Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

CPSC

The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

IPEMA EQUIPMENT CERTIFICATION

GameTime is one of the founding members of IPEMA, and several of our people serve as board members, committee members and chairpersons of the association. In the interest of public playground safety, IPEMA provides a 3rd party certification, to validate conformance to established standards. Our use of the IPEMA seal is your assurance that GameTime has received written validation from an independent lab that the products associated with the seal conform with the ASTM standard, as well as the Canadian CSA standard CAN Z-614. A list of our validated products may be found on the IPEMA website, www.ipema.org.

IPEMA SURFACING CERTIFICATION

GameTime's GT Impax product provides you with the assurance that our surfacing has been certified as compliant to the appropriate ASTM standard. In the interest of public playground safety, IPEMA provides a third party certification to validate a manufacturer's conformance to the ASTM F-1292-99 Standard Specification for Impact Attenuation of Surface Systems Under And Around Playground Equipment. The use of the IPEMA Certification Seal displayed above signifies that the manufacturer has received written validation from the independent laboratory that the product associated with the use of the seal conforms with the requirements of ASTM F1292-99. A complete list of our validated products may be found on the IPEMA website at www.ipema.com.

ADA

GameTime is the only manufacturer to have a lab partnership with an Institute for children with special needs, so that we can develop and test our accessible products for superiority before bringing them to market. GameTime is also the only manufacturer to meet accessibility guidelines on all of its pre-designed PowerScape Plus and PrimeTime playground plans. We also recommend accessible surfacing options. For more information, log on to www.access-board.gov

ISO 9001:2000

GameTime is the first playground manufacturer to obtain the ISO9001:2000 standard. In order to obtain this certification, the company's manuals, policies, objectives and quality procedures are closely examined during a surveillance audit by ISO representatives. Strict attention is paid to policies and procedures in manufacturing, communication channels, system monitoring, customer relations and order processing, which are reviewed for consistency and standards. Companies who meet the standard are awarded the ISO designation.

TUV

An international organization that is a European Union Notified and Competent Body, providing testing and certification. Use of the TUV seal demonstrates that products have passed a comprehensive testing procedure based upon the European Harmonized Standard for Commercial Playground Equipment, and that the GameTime plant is regularly monitored by TUV.



ENVIRONMENTAL RESPONSIBILITY

Environmentally responsible play systems that last for decades, not years.



- ① 100% recyclable plastics are manufactured using efficient processes
- ② Steel tubing is 100% recyclable and contains 50% post-consumer recycled materials
- ③ 100% recycled plastic lumber
- ④ Aluminum uprights are 100% recyclable and contain 65% pre-consumer and 10% post-consumer recycled content
- ⑤ 100% recyclable plastics
- ⑥ Steel decks and stairs are 100% recyclable and contain 30% pre-consumer and 68% post-consumer recycled content
- ⑦ 100% recycled plastic curbs

OUR PLAYGROUNDS ARE DESIGNED FOR FAMILIES AND TO MINIMIZE THE IMPACT ON THE PLANET WHERE WE PLAY.

It's our responsibility to act as stewards of our planet and its natural resources. It's also our mission to create fun, active, and innovative places for families to gather and play. Our environmental sustainability efforts are intended to help ensure children of today can take their grandchildren to playgrounds in the future. Our approach to stewardship and sustainability encompasses every aspect of our company - from the way we manufacture our products to how we do business. Children learn many valuable life skills on playgrounds. We've learned some important lessons, too. We continuously strive to be environmentally responsible and to make sure future generations benefit from our efforts.

RECYCLING (ANNUAL)

Cardboard: 28.55 tons	Fork lift batteries: 48 lbs.
Paper: 12.25 tons	PVC trimmings: 1,681 lbs.
Scrap plastics: 37,586 lbs.	Steel: 2,791,275 lbs.
Computer equipment: 5,526 lbs.	Aluminum: 27,965 lbs.
Plastic bottles: 23,850	Cartridges: 260
Fluorescent bulbs: (4') 428	Trash can lids: 220 lbs.
Ballasts: 83 lbs.	Polyurea (liquid): 100 gallons

125,000 INDIVIDUAL PARTS 400,000 SQUARE FEET ONE ENVIRONMENTAL COMMITMENT

- We work with our suppliers to source the most environmentally preferable materials for our products.
- We include as much pre-consumer and post-consumer recycled content in our products as possible - without compromising the quality, durability, and performance.
- We're updating light fixtures, upgrading air compressors, and conducting energy audits because every small improvement leads to significant reductions in our overall environmental impact.
- We've implemented a variety of initiatives to reduce water consumption in our facilities, including the use of high-efficiency technology for product painting and washing.
- We recycle the vast majority of waste at our manufacturing facility, including 100% of manufacturing process waste like scrap metal, rotationally molded plastic and paper. We recycle the majority of our administrative waste, too.

INSURANCE

GameTime has \$51 Million in product liability insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/02/2019

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 have ADDITIONAL INSURED provisions or 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 Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102326389-CAS-GAUWX-19-20	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL: ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company Of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : ACE Property And Casualty Ins Co</td> <td>20699</td> </tr> <tr> <td>INSURER D : The Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER E : National Union Fire Ins Co. of Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER F : The Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Evanston Insurance Company	35378	INSURER B : Travelers Property Casualty Company Of America	25674	INSURER C : ACE Property And Casualty Ins Co	20699	INSURER D : The Travelers Indemnity Company of America	25666	INSURER E : National Union Fire Ins Co. of Pittsburgh PA	19445	INSURER F : The Charter Oak Fire Insurance Co.
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COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
		ATL-004720415-32		12		
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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR \$250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		MKLVPBC000367	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 POLICY AGGREGATE \$ 10,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		TJ-CAP-9D897065TIL-19	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded.: \$1,000 \$ EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 25,000		XOOG71549501 001	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
F	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB-2N106953-19-51-R UB-2N159031-19-51-K UB-7J602089-19-14-G (See Additional Page.)	08/01/2019 08/01/2019 08/01/2019	08/01/2020 08/01/2020 08/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Umbrella		BE 015899319	08/01/2019	08/01/2020	Each Occurrence 15,000,000 Aggregate 15,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) For Information Only						

CERTIFICATE HOLDER GameTime A Division of PlayCore Wisconsin, Inc. 150 PlayCore Drive SE Fort Payne, AL 35967	CANCELLATION 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 of Marsh USA Inc. Manashi Mukherjee
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ACORD 25 (2016/03)

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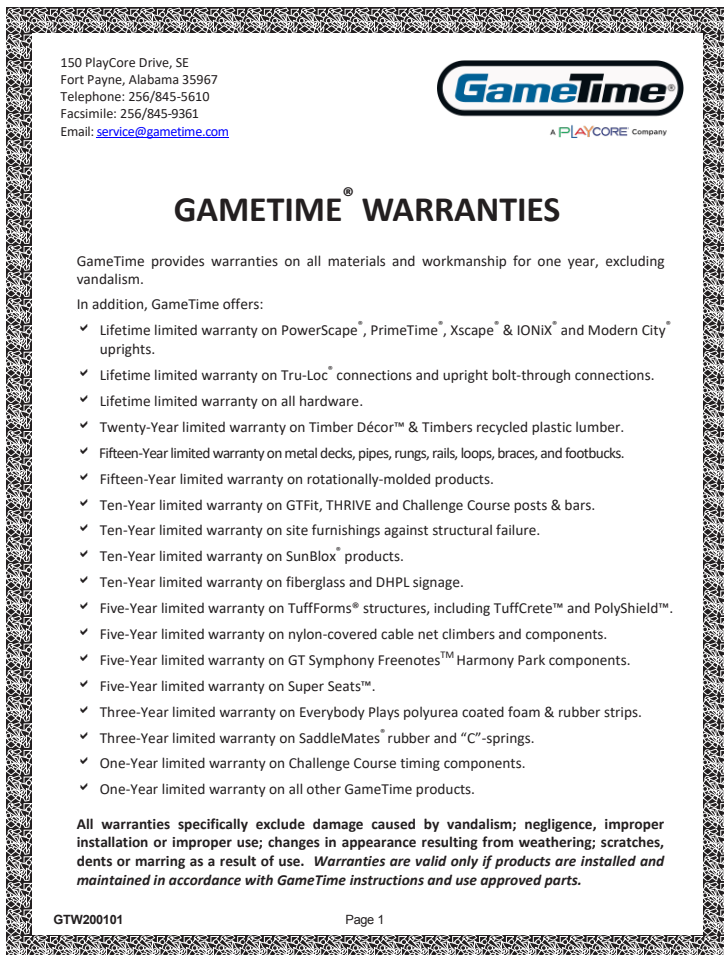


gametime.com | 800.235.2440

GameTime's per occurrence insurance policy is one of the strongest in the industry. By definition, a Per Occurrence policy provides coverage for an accident that occurred during the term of the policy, even if the policy is subsequently changed or terminated. This is superior to a Claims Made policy, which does not provide such coverage. The certificate pictured is for informational purposes only, and may not be current. A copy of the current certificate is available on request.

WARRANTY

GameTime offers a comprehensive warranty on all of our products.



- Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® and Modern City® uprigths.
- Lifetime limited warranty on Tru-Loc® connections and upright bolt-through connections.
- Lifetime limited warranty on all hardware.
- Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- Fifteen-Year limited warranty on metal decks, pipes, rungs, rails, loops, braces, and footbucks.
- Fifteen-Year limited warranty on rotationally-molded products.
- Ten-Year limited warranty on GTFit, THRIVE and Challenge Course posts & bars.
- Ten-Year limited warranty on site furnishings against structural failure.
- Ten-Year limited warranty on SunBlox® products.
- Ten-Year limited warranty on fiberglass and DHPL signage.
- Five-Year limited warranty on TuffForms® structures, including TuffCrete™ and PolyShield™.
- Five-Year limited warranty on nylon-covered cable net climbers and components.
- Five-Year limited warranty on GT Symphony Freenotes™ Harmony Park components.
- Five-Year limited warranty on Super Seats™.
- Three-Year limited warranty on Everybody Plays polyurea coated foam & rubber strips.
- Three-Year limited warranty on SaddleMates® rubber and “C”-springs.
- One-Year limited warranty on Challenge Course timing components.
- One-Year limited warranty on all other GameTime products.a

For the purpose of this warranty, “lifetime” encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all its parts will be free from defects in material and manufacturing workmanship.

Research demonstrates that **Outdoor Adult Fitness Parks** provide a variety of meaningful outcomes to communities and can serve as critical health solutions by offering new ways to make physical activity more available, accessible, affordable, and enjoyable.

PlayCore partnered with Dr. Michael Suk, Chairman of Orthopaedic Surgery at Geisinger Health System; Dr. Gary Liguori, Dean of College of Health Sciences, University of Rhode Island; and Dr. Thom McKenzie, Professor Emeritus, San Diego State University to develop evidence-based guidelines for meaningful outdoor adult fitness destinations.

This designation recognizes communities that advocate for and utilize Outdoor Adult Fitness Parks as critical health solutions for improving health and overall wellness through a well-rounded workout and reduce sedentary lifestyles. Adult Fitness National Demonstration Sites align to health benefits and total body fitness that offer users of all levels a well-rounded workout. Together, these elements can help people adhere to routines that develop overall health and wellness, and engage participants in substantially more moderate to vigorous physical activity.

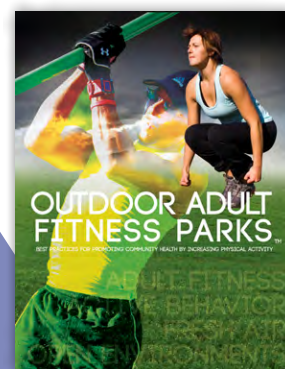
Best Practice Implementation:

- Identify user groups, location/context, site-specific amenities, and programming opportunities.
- Select a design typology that meets the space requirements, usage goals, and site-specific needs.
- Offer a variety of aerobic, muscle/strength, core, balance, and flexibility equipment to provide a well-rounded fitness routine.
- Adhere to safety and industry standards in regards to surfacing, accessibility, signage, and equipment configuration.

“

As our country continues to struggle with obesity and chronic disease, outdoor adult fitness parks are a sustainable option with measurable impact across the broad spectrum of adult health and wellness.”

- Gary Liguori, PhD, University of Rhode Island



Research & Programming
in partnership with:



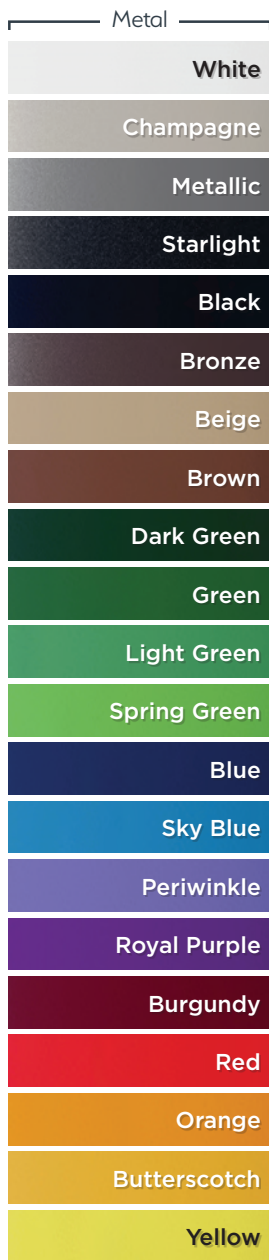
Dr. Michael Suk



Dr. Gary Liguori

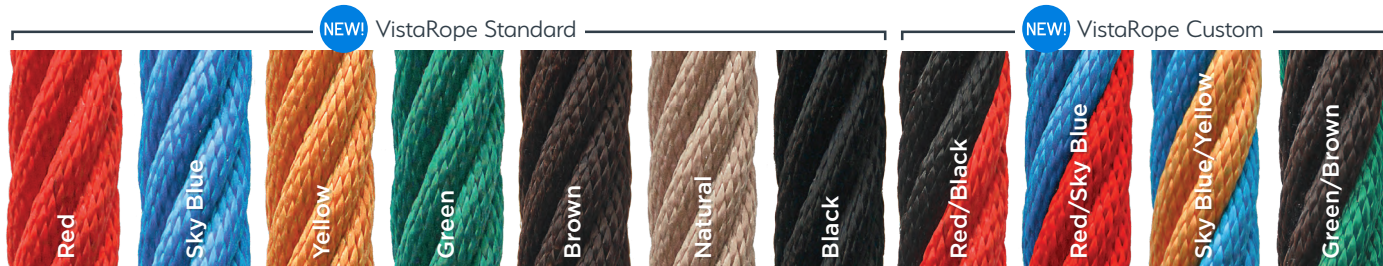
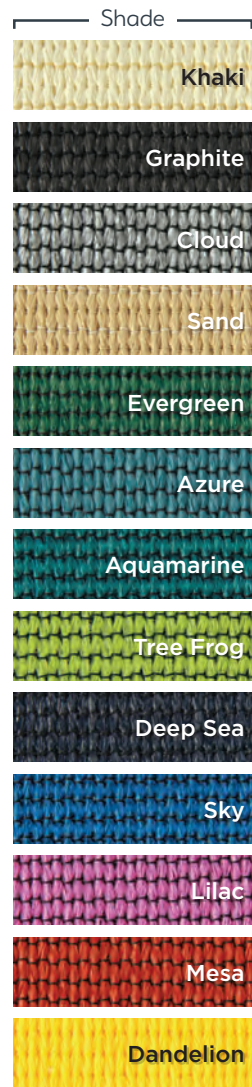
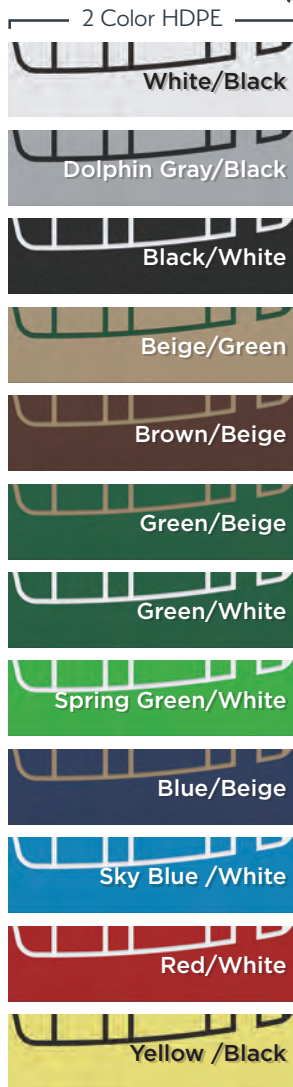


Dr. Thom McKenzie

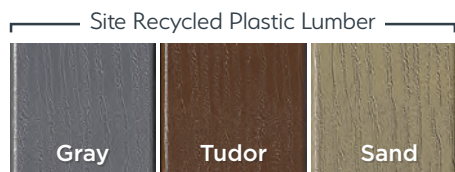
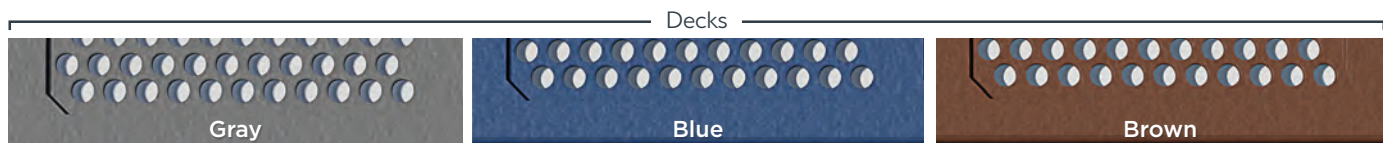


A PLAYCORE Company

Color Options



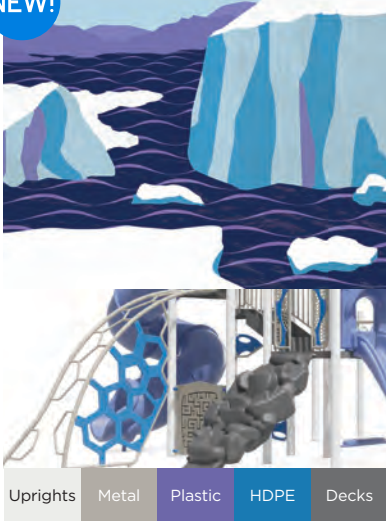
*Colors for VistaRope products only. All standard GameTime ropes are black



All colors are approximate. Contact your GameTime representative for color samples.

NEW!

Arctic



Uprights Metal Plastic HDPE Decks

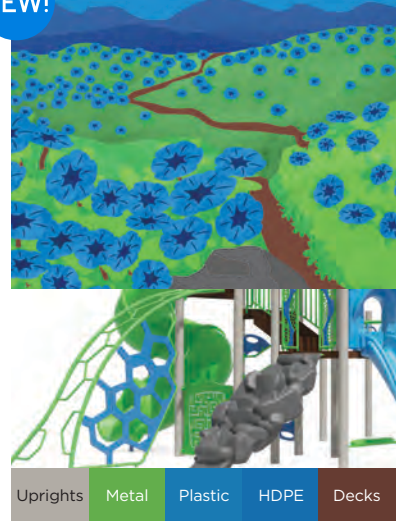
Bayou



Uprights Metal Plastic HDPE Decks

NEW!

Spring Bloom



Uprights Metal Plastic HDPE Decks

Jungle



Uprights Metal Plastic HDPE Decks

Malibu



Uprights Metal Plastic HDPE Decks

Santa Elena



Uprights Metal Plastic HDPE Decks

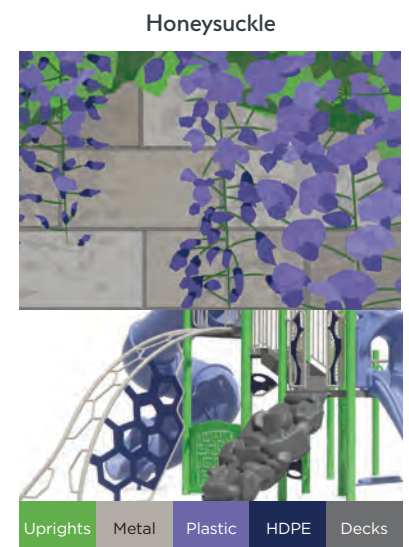
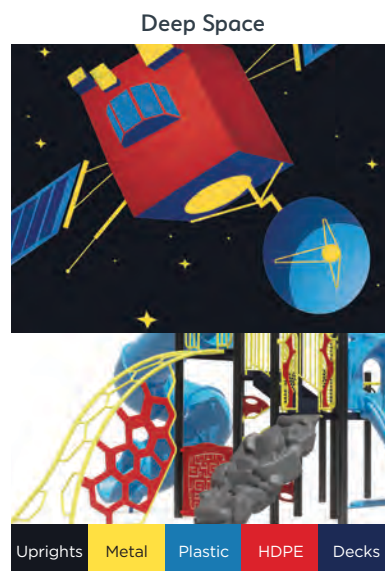
Natural Palettes

Photo Palette: Bayou



Contemporary Palettes

Photo Palette: Deep Space



Allegiance



Gum Drop



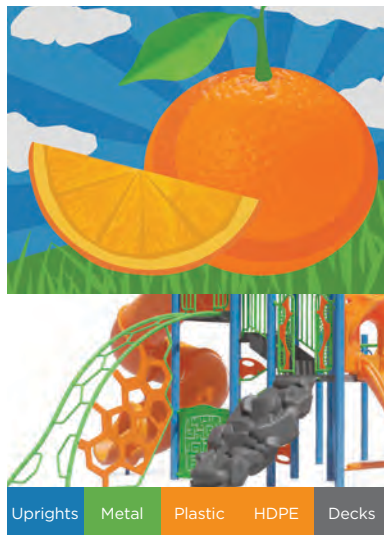
Jovial



Patriot



Shine



NEW!

Sunrise



Primary Palettes

Photo Palette: Shine

INSTALLATION EXCELLENCE

Our manufacturer-specific training course is unique and is acknowledged in the industry as a program that should be a model for all.



INSTALLERS WHO SHARE OUR VISION

We want to make sure our installers know safety regulations, industry standards, and how they apply when installing equipment. It is important to us that your installation process goes smoothly, and that everything is done to our exacting specifications. It isn't enough to send our installers to a third party certification program. We want to meet them, teach them, and make sure they know how to install products. All playground equipment is different, and we want to ensure that when they learn how to put a play structure together, they are training on one of ours.

CERTIFICATION MATTERS

GameTime's exclusive Certified Installer Training course has a two-part curriculum. First attendees learn about installation in a hands-on lab where they assemble play structures under the watchful eyes of our on-staff professionals. They learn about new products, modifications, and now industry information. They are also instructed on CPSC, ASTM, and industry regulations in relation to our products and proper installation. They learn how to properly locate and drill ground hole,

recognize and avoid underground utilities, and use the tools needed to ensure an accurate.

The course also includes a lecture series, with focuses on risk management, insurance and many other topics that will give installers the knowledge and skills to make your playground everything you expect it to be. By completing our training, we can have the confidence that no matter where they are in the US, all of our playgrounds are being installed correctly, expertly, and to the exacting standards we maintain throughout the process.

Upon completion of the course our installers sign a contract that we share with our sales force, so that when scheduling an installation our representatives know who to choose to get the job done right. This manufacturer specific training course is unique to GameTime alone, and is acknowledged in the industry as a program that should be a model for all. It's just one more thing that sets GameTime apart, and one more reason you should trust us to be your playground company.

NATIONAL DEMONSTRATION SITE NETWORK

Recognizing Communities for
Turning Research Into Practice

Center for Outreach, Research & Education



RESEARCH



Turning **research** into **practice**.®

We believe high-quality recreation environments play a critical role in promoting community health. Research indicates that when stakeholders are engaged in the planning process, evidence-based design principles are implemented with the built environment, and supplemental programming is offered to further enhance user experiences, then positive outcomes occur.

PlayCore's Center for Outreach, Research, and Education (CORE) leads the National Demonstration Site Network as an important effort for raising national awareness and helping local communities share the positive impact they are making on community health and wellness. The initiative is also important for convening a network of community leaders committed to sharing insights, information, and reporting outcomes. National Demonstration Sites illustrate community vitality across a variety of influences, including social-emotional, environmental, health, community engagement, public services, and educational opportunities.

National Demonstration Sites (NDS) exemplify evidence-based best practices in design and implementation, support health-related initiatives, and provide meaningful ways for community stakeholders to gather data about the sites' impact on the community. There are five NDS programs that help communities turn research into practice in local park destinations. Choose to utilize one or a combination of NDS designations to thoughtfully support playful pathways, nature play, adult fitness, youth physical activity, and inclusion in outdoor play and recreation settings.



National Demonstration Site Benefits

High-quality play and recreation destinations are lasting evidence of a community's dedication to supporting health and wellness and providing meaningful outdoor environments that turn research into practice. Intentionally aligning to National Demonstration Site design criteria ensures that your community can maximize the value of your investment by implementing scholarly best practice research to activate meaningful play and recreation spaces.



Recognition & Advocacy

- Complimentary signage installed at your site to commend your leadership, create awareness, and fuel advocacy efforts
- A Marketing Tool Kit to promote your site to the public and maximize data collection engagement with visitors
- Recognition on the National Demonstration Site Map, an online resource to help others find meaningful play and recreation spaces in their community
- A PlayCore National Demonstration Site project of excellence award for display

Data Collection & Outcomes Sharing

- Participation in ongoing data collection and reporting to demonstrate community outcomes
- On-site signage with research QR Code directing visitors to share their experiences and report usage patterns

Network Engagement

- Opportunity to network, learn, and share outcomes across a growing number of National Demonstration Site communities and champions

Turn Research Into Practice — Become a National Demonstration Site

1 Design

Work with a local, National Demonstration Site trained representative to design your site to implement evidence-based design criteria.

2 Collaborate

Identify a Key Informant (the individual with the most knowledge of the project) to participate in outcomes sharing and network engagement.

3 Engage

Create positive attention through collaborative marketing and/or programming, and encourage community members to share their experiences using onsite data collection methods.



NDS Spotlight

The 15,000 square-foot Explore! playground in Hoover, AL was designed for people of all ages and abilities. Located at the popular Hoover Met Complex, the inclusive play destination features multisensory experiences, planting pockets, and custom themed play structures designed to meet the 7 Principles of Inclusive Playground Design. This destination is a stellar example of a project of excellence, meeting the National Demonstration Site design criteria for inclusion, nature integration, and youth physical activity.



JOIN THE MOVEMENT

Industry-leading outdoor gym and calisthenic park solutions.



FIVE ELEMENTS OF FITNESS

GTfit provides all five elements of a well-rounded fitness program: Muscle Fitness, Balance, Flexibility, Core Fitness and Aerobic Fitness. Each station features options for beginners and advanced users, alike. Choose products from different fitness elements to create a multi-discipline workout area for users of all fitness levels. Incorporating all five elements into your fitness park also ensures multiple users can participate at once, reducing wait times and creating a circuit-style workout.

DEMONSTRATE YOUR LEADERSHIP

Select GTfit products from all five elements to create a well-rounded outdoor fitness space and to qualify for National Demonstration Site designation. Learn more at gametime.com/nds.

HOW GTFIT MOVES FITNESS FORWARD

- All-weather, ergonomic design withstands the elements, including the human element
- Part of a multigenerational recreation plan that helps families stay active... together
- Removes barrier to community health and wellness with no membership fees required

GameTime shade structures block up to 97% of harmful UV rays.



FREESTANDING SHADE

Our freestanding shade options provide larger areas of protection from heat and harmful UV rays. Available in hip, umbrella, sail and cantilever in multiple sizes and colors, these shade products are made of durable materials to last for years and years.

INTEGRATED SHADE

Studies show playground shades provide a comfortable play environment that encourages children to be more active for longer periods of time. Our shades provide maximum UV protection and are available in a variety of colors, shapes and sizes.

BENEFITS OF GAMETIME SHADE

- Protect your investment
- Keep play area cool
- Provide protection from harsh sun
- Anti-ravel technology
- Choose from standard of high wind load fabric
- Complies with local building codes in the U.S. and Canada
- Cools play area up to 25°F (14°C)

THRIVE

Compact, composite functional training systems.



YOU WERE MEANT TO THRIVE!

Improve community wellness with high-quality composite fitness structures from GameTime. THRIVE fitness systems accommodate multiple users at once, reduce wait times and provide a wide range of training options at every station. THRIVE makes it fun and easy for people of all fitness levels to spend more time outdoors training for sports, races or everyday life.

MAKE THE MOST OF YOUR THRIVE SYSTEM

Each THRIVE system includes a label with a QR code users can scan to view instructional videos. You can also select a THRIVE instructional sign to install near your system to help users maximize their THRIVE experience.

Trainer-designed workout programs are also available for beginner, intermediate and advanced users for each of our THRIVE systems.

Life Floor Tiles

LIFE + FLOOR®

Basics at a glance:

Price:	High
Maintenance:	Low
Access:	High
Color Options:	Many
Warranty:	5 years

Soft slip-resistant surfacing for wet floors



Description

The only floor designed for feet, Life Floor is a slip-resistant, soft tile offering the best solution for barefoot traffic in wet areas. Life Floor tiles have proven durable in extreme weather conditions and can be installed indoors and outdoors, even underwater. Life Floor is found most popularly in aquatic areas such as showers, spray decks, slide towers and on pool decks.

Life Floor tiles are soft and provide added impact absorption for safer play in wet areas. Available in a variety of designs, Life Floor is easy to customize in thickness, texture and color to fit the aesthetic of any space.

Life Floor offers a versatile installation process that can be installed over many substrates. Tiles are easy-to-maintain and designed to withstand areas of high traffic.

Benefits

- Ideal solution for wet recreation areas with barefoot traffic
- Tiles offer impact absorption
- Designs and colors can mimic natural materials
- Tiles are non-toxic and anti-microbial while also being chemical resistant and UV stable
- Tiles are more slip-resistant when wet

Tips

- Extensive custom options to meet specific design and theme needs
- The lightest color tiles are recommended for outdoor areas

Basic Specifications

Life Floor tiles are made from EVAtrox™ technology, a proprietary foam rubber, which becomes more slip-resistant when wet. Life Floor is available in 3/8" or 3/16" thicknesses with dimensions of 24" x 24". Standard design options include Mojave Slate, River Rock Wood Grain, River Rock Rustic Board, and Bluebird Ripple. Life Floor offers installation solutions for caulking, coping tile, depth markers, drains, skimmers, slide pads, stairs, and transitions. Life Floor is permanently installed with waterproof contact cement. The contact cement creates a strong moisture barrier, which prevents tiles from lifting or moisture from migrating underneath the surface.

3/16" Mojave Slate	3/8" Mojave Slate	3/8" River Rock Wood	3/8" Bluebird Ripple	3/8" River Rock Rustic Board
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**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 16, 2022**

Meeting was called to order at 8:02 p.m. by President Jim Jolly. Present: Vice President Laura Toy (via conference phone), Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier; City Attorney, Thomas Goralski; Police Chief and Doug Moore, Assistant Director of Public Works.

10. AWARD OF BID: Department of Parks and Recreation, re: for the addition of a 6,800 square foot playground, safety surfacing, and accessible path from the parking lot at Ben Celani Play Area, from budgeted funds.

Ted Davis, Superintendent of Parks and Recreation, presented the request to Council. He noted that the major difference between Rotary and this is the surfacing. They asked for a turf surfacing due to the wear on pour and play surfaces, which he is hopeful to have a better and longer lasting result.

Brandon McCullough noted that the inclusive playground is a huge step to making parks available for everyone. He asked for a timeline if this gets approved. Ted responded with on or before October of this year, based on a six-month lead time.

Brandon asked if there were staff members trained and certified for playground inspection. Ted stated they were.

Brandon McCullough offered an approving resolution for the Regular Agenda.

Rob Donovic asked if this was funded by city dollars? Ted responded that this is funded in part by city dollars. \$142,733.00 provide by a Wayne County grant, \$250,000.00 from the Celani Family Foundation and \$100,000 from Community Development Block Grant Funds. President Jolly pointed out that Healthy Livonia was left out. Ted agreed and stated that \$100,000 was provided by Healthy Livonia.

President Jolly suggested that due to supply chain circumstances, that the timeline tight so they don't go an unnecessary six months without having any play equipment out there. Ted responded that he could speak to the contractors about that. He referenced that the colors are to be determined and feels colors are a big part, which will be decided after approval.

DIRECTION:

APPROVING

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

10.

Parks and Recreation February 1, 2022

MEETING DATE

Study Meeting of
February 16, 2022

PREPARED BY

Ann Cox, Program Supervisor,

AGENDA ITEM

AWARD OF BID: Department of Parks and Recreation, re: for the addition of a 6,800 square foot playground, safety surfacing, and accessible path from the parking lot at Ben Celani Play Area, from budgeted funds.

BACKGROUND

The Department of Parks and Recreation received bids for a Universal Playground addition at the Ben Celani Play Area. The project will consist of the addition of a 6,800 square foot playground, safety surfacing, and an accessible path from the parking lot. We anticipate the project to be completed by October 28, 2022.

Specifications were prepared by the Department of Parks and Recreation, and an advertisement for bids was placed on the MITN website on Dec. 23, 2021. Four companies submitted proposals. The proposals were received and opened in the presence of the Bid Committee at 2 p.m. on January 18, 2022. Below is the bid tabulation, for the Council's review. The bids are good for 120 days from opening.

COMPANY	BID AMOUNT
Great Lakes Recreation	\$600,000
Penchura	\$600,000
Play Environments Design	\$600,000
Sinclair Recreation	\$600,000

A Selection Committee representing Parks and Recreation and DPW reviewed the proposals. They were evaluated to select the best design and value for the community. Funding for this project was made possible by grants from the Wayne County, Celani Family Foundation, CDBG and Healthy Livonia.

RECOMMENDATION

We request that City Council authorize the Mayor and City Clerk to execute a contract in the amount of \$600,000 with Penchura L.L.C., 889 S. Old US 23 Brighton, MI 48114.

FISCAL CONSIDERATION

Sufficient funds have been budgeted in account no. 208-756-974-000, to be partially reimbursed via

grants in the amount of \$142,733 from Wayne County, \$250,000 from Celani Family Foundation, \$100,000 from CDBG and \$100,000 from Healthy Livonia.

ATTACHMENTS

1. 2022 Universal at Ben Celani
2. 2022 Universal at Ben Celani pics

APPROVED BY



Ted Davis, CPRP, Superintendent of Parks and Recreation

Date: February 01, 2022



Michael Slater, Finance Director

Date: February 01, 2022



Paul Bernier, City Attorney

Date: February 02, 2022



Maureen Miller Brosnan, Mayor

Date: February 03, 2022

FORM OF PROPOSAL
UNIVERSAL PLAYGROUND – BEN CELANI PLAY AREA

Bid of PENCHURA L.L.C hereinafter called
Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business
as PENCHURA L.L.C *

* 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.

1

Addendum Date

1/4/2022

The work may be awarded per item.

Item No.	Item Description	Total Price (\$)
1	Universal Playground – Removal, Replacement, and Restoration <i>* SITE EXPANDED BEYOND 50x50 TO INCLUDE REQUESTED ITEMS.</i> <i>SEE ATTACHED</i> Warranty: Parts Labor	OPTION #1 \$495,005.00 OPTION #2 \$553,615.00
2	BONDING – Refer to general conditions	OPT #1 \$7,985 OPT. #2 \$7,985
3	Total	OPTION #1 \$502,750.00 OPTION #2 \$561,600.00

FP-1

* SURPLUS MAY BE USED
TO ADD SHADE, FURNISHINGS
OR EXPAND SITE TO ADD
ADDITIONAL EQUIPMENT IF
DESIRED.

FORM OF PROPOSAL – 2022 Universal Playground

In submitting this sealed proposal, it is understood that the City of Livonia reserves the right to reject or accept any or all proposals in whole or in part and waive any irregularities and informalities therein. It is agreed that this bid may not be withdrawn for 120 days from the opening thereof.

Number of days it will take to complete the project upon being given notice to proceed

60 DAYS

We are able to complete the project on or before August 31, 2022? X Yes _____ No

If no, please specify the date by which work will be completed _____

Was site visit conducted at Bicentennial Park prior to proposal submission?

X Yes 1/3 Date 1 No

The contractor and their sub-contractors agree that they will not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their sex or age, except when based on a bona fide occupational qualification, or because of their race, color, religion, national origin or ancestry. (Act 453 P.A. 1976 As Amended) The contractor further agrees that they will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to age, sex, race, creed, color or national origin. Breach of this contract may be regarded as a material breach of contract.

Bidder will identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership, (naming partners), corporation, foreign or domestic (naming principal officers), and indicate official capacity of person executing proposal and bid.

Date 1/18/2022 Firm Name PENCHURA L.C
(If corporation, partnership, or assumed name)

Address 889 S. OLD US 23 Signature [Signature]
(Person executing bid and official capacity)

Print Name LANCE A. SHIPMAN

City BRIGHTON State MI Zip Code 48114

Email LANCE@PENCHURA.COM

Phone 810-459-9172 FAX 810-229-6256

LANCE A. SHIPMAN
(Names of Principal Officers and designate official capacity)

RECREATION CONSULTANT
(If partnership or assumed name, indicate names of owners)

CONTACT PERSON TO WHOM QUESTIONS REGARDING PROPOSAL RESPONSE SHOULD BE DIRECTED:

NAME: LANKE A. SHIPMAN TITLE: REC. CONSULTANT

PHONE: 810-459-9172

EMAIL: LANKE@PENCHURA.COM

To be considered for this project, proposal must be uploaded to the MITN website (www.mitn.info) no later than 2:00 PM on JANUARY 18, 2022, in PDF Adobe Acrobat Format

Proposal shall include the following in the order listed below:

- Bid Bond ✓
- Form of Proposal Pages
- References
- Statement of Qualifications
- List of Subcontractors
- Project Approach
- Project Timeline
- Company Overview
- Descriptive literature regarding equipment and design proposed
- Design layout and drawings
- Warranty information
- Address all submission requirements in proposal response

Senior Playground at Bicentennial Park
REFERENCE FORM

COMPANY NAME: PEAKHURST L.L.C.

Reference Company Name:	
City/State: <u>CITY OF NOVI</u>	
Summary of Work Performed: <u>MULTIPLE PARK PLAYGROUND INSTALLATIONS</u>	
Dates of Work: <u>ON-GOING</u>	
Company Contact Person: <u>JEFF MUCK</u>	Title: <u>DIRECTOR</u>
Phone Number: <u>248-347-0402</u>	Email: <u>JMUCK@CITYOFNOVI.ORG</u>

Reference Company Name:	
City/State: <u>HURON CLINTON METROPOLITAN AUTHORITY</u>	
Summary of Work Performed: <u>MULTIPLE PARK PLAYGROUND INSTALLATIONS</u>	
Dates of Work: <u>ON-GOING</u>	
Company Contact Person: <u>TIM PHILLIPS</u>	Title: <u>DESIGNER</u>
Phone Number: <u>810-494-6022</u>	Email: <u>TIM.PHILLIPS@METROPARKS.COM</u>

Reference Company Name:	
City/State: <u>OKLAND COUNTY PARKS</u>	
Summary of Work Performed: <u>MULTIPLE PLAYGROUND & SPLASH PAD INSTALLATIONS</u>	
Dates of Work: <u>ON-GOING</u>	
Company Contact Person: <u>ZACH CRANE</u>	Title: <u>DESIGNER</u>
Phone Number: <u>248-240-1078</u>	Email: <u>CRANEZ@OK4OV.COM</u>

SUBCONTRACTOR LIST

ITEM INSTALLATION COMPANY NAME MICHIGAN RECREATIONAL CONSTRUCTION
ADDRESS: 1091 VICTORY DRIVE
CITY/STATE: HOWELL MI
PHONE: 517-545-7122
CONTACT PERSON: CRAY SHEFFER
EMAIL CRAY@BUILDINGFUN.COM

ITEM TURF COMPANY NAME FOREVERLAWN OF OHIO
ADDRESS: 4449 EASTON WAY
CITY/STATE: COLUMBUS OHIO
PHONE: 614-600-7688
CONTACT PERSON: CONRAD TROYER
EMAIL CONRAD@FOREVERLAWN.OHIO.COM

ITEM _____ COMPANY ~~NAME FOREVERLAWN OF OHIO~~
ADDRESS: ~~4449 EASTON WAY~~
CITY/STATE: ~~COLUMBUS~~
PHONE: _____
CONTACT PERSON: _____
EMAIL ~~CONRAD@FOREVERLAWN.OHIO.COM~~

ITEM _____ COMPANY NAME _____
ADDRESS _____
CITY/STATE: _____
PHONE: _____

**STATEMENT OF QUALIFICATIONS
UNIVERSAL PLAYGROUND – BICENTENNIAL PARK**

Bidders must answer all questions. If more space is needed to complete a question, attach a separate sheet.

Company Name: PENCHURA L.L.C

Address 889 SOUTH OLD US 23 BIRKHTON MI 48114

Contact Person: LANCE SHIPMAN Title RECREATION CONSULTANT

Phone No. 810-459-9172 Email LANCE@PENCHURA.COM

1. Number of years operating under you present name: 16

2. General nature of work performed by your company:
DESIGN & INSTALLATION OF RECREATIONAL PROJECTS

3. Number of years you have performed work similar in scope and size to the work requested in the RFP: 16

4. Has your company performed work for the City of Livonia in the last ten (10) years? If so, please specify:

Year of Service	Department Serviced	Description of Services Provided
<u>2018</u>	<u>PARKS & REC</u>	<u>PLAYGROUND INSTALLATION</u> <u>ROTARY PARK</u>

5. Number days required to complete the work outlined in the Request for Proposal.

60 Days

Statement of Qualifications Continued

6. List the members of the team who will be assigned to this project and the roles they will perform.

Name	Title	Role	Years of Experience	Number of other projects currently assigned
LANCE SHIPMAN	REC. CONS.	PROJECT LEAD	11	± 15-20

7. Provide a current list of projects currently underway or scheduled to begin in the next six (6) months

Client	Project Description	Start Date	End Date
WALLED LAK.	PLAYGROUND	SPRING	SPRING 2022
LAKE ORION	PLAYGROUND	SPRING	SPRING 2022
FRASER FIRST	PLAYGROUND	SPRING	SPRING 2022
SCARLETS SWANS	SILYNS	SPRING	SPRING 2022
NEW BALTIMORE	PLAYGROUND	SPRING	SPRING 2022
OAKLAND COUNTY	PLAYGROUND	SPRING	SUMMER 2022

8. What challenges to you foresee with this project?

NONE

9. How many years of experience do you have providing the services requested in this RFP? 16 years

10. State exceptions/assumptions taken in submitting a proposal:

NONE OTHER THAN SITE EXPANSION IN ORDER TO FIT ITEMS REQUESTED.

Statement of Qualifications Continued

11. What is included in your base price for services? What services will incur additional fees:

SUPPLY AND INSTALL NEW INCLUSIVE PLAYGROUND INCLUDING
DEMO, INSTALLATION, TURF, RESTORATION - DEWATERING MAY INCUR
ADDITIONAL COST IF NEEDED

12. What costs **ARE NOT INCLUDED** in your base bid?

NONE THAT WE KNOW OFF, UNLESS DEWATERING IS NEEDED

13. What is the lead time to acquire materials for this project?

Lead times:

Item	Lead Time (# of days)
EQUIPMENT	50

14. Within how many days will the project be completed? 60 days

15. Did your firm visit the site prior to submitting a proposal? X Yes No

If Yes, on what date was the site visited? Y3

Date: January 4, 2022

To: Potential Bidders

From: City of Livonia

Subject: Addendum No. 1 – Universal Playground at Bicentennial Park

Addendum No. 1 is being issued to provide clarifications from the mandatory prebid meeting held on January 3, 2022. Please review the clarifications provided below and take them into consideration with your proposal preparation.

- A copy of the prebid sign-in sheet is attached to the Addendum ,
- Proposed design must be accessible
- Proposed design must be as barrier free as possible
- Rotary Park in Livonia and Scarlett's Playground in Commerce are good examples
- Pour in place is not desired for this project
- City prefers turf or something that will be long lasting
- Sensory play components must be included (i.e. sensory boards, musical instruments, etc.)
- Inclusive merry go round that is wheelchair accessible is desired.
- Wheelchair accessible swing is desired
- Gravity Rail or equivalent apparatus should be incorporated into project design
- Shape and size of the play area is flexible
- No equipment removal is required for this area
- Tables and concrete pad adjacent to area should remain in place or can be relocated if design calls for use of this space
- Maximum budget \$600,000. Vendors will not be penalized for maximizing use of budgeted dollars.
- The city will consider multiple proposals from one vendor. Please clearly label each proposal being offered for consideration.
- CDBG Funding is being used for the Universal Playground
- Davis Bacon Prevailing Wage rates apply
- Prevailing Wage rates will be updated as required
- Existing playground to the north will remain intact
- Primary age group targeted is 5 years to 12 years
- Elements for ages 2 years to 5 years should also be included in design

- Primary structure in design should be for ages 5 years to 12 years with some elements available for children under five years of age.
- Sports and Fire house themes would be appropriate. No theme is required.
- The city reserves the right to conduct interviews with contractors who submit responses to the RFP.
- Project must be 100% complete by October 28, 2022.
- The city has no brand preference. Contractors are encouraged to be imaginative and creative in proposing a design for the Universal Playground
- Pathway from the proposed parking lot to the structure should be 8 feet wide. City of Livonia Engineering Department will mark parking lot if not already installed
- Approximately a ¼ of the playground will be surrounded with sidewalk. The preference is the southeast portion of the playground
- Grassy areas near the project site can be used for parking by contractor
- Permits must be pulled as applicable for the project, but fees will be waived.
- Proposal responses must be uploaded to the MITN website in Adobe Acrobat PDF format.
- Please start off file name with vendor name
- Please upload proposal response in multiple files if the file size is large. This will aid in downloading bids for evaluation.
- Contact BidNet for assistance with uploading of bids to the MITN website at BidNet Direct Support Department is available Monday-Friday from 8:00 am to 8:00 pm EST. via phone at 1-800-835-4603 or email at support@bidnet.com support@bidnet.com

All other provisions of the bid remain the same. The bid due date remains the same. Submit acknowledgement of Addendum No. 1 with your proposal response.

UNIVERSAL PLAYGROUND AT BICENTENNIAL PARK

ADDENUM NO. 1 ACKNOWLEDGEMENT

Company Name: PENKORA L.L.C

Authorized Signature Lance A. Shipman Date 1/18/2022

Print Name LANCE A. SHIPMAN Title RECREATION CONSULTANT

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Penchura LLC

889 South Old US 23

Brighton, MI 48114

SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company

118 Second Avenue SE

Cedar Rapids, IA 52407-3909

OWNER:

(Name, legal status and address)

City of Livonia

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Bid (5% of Bid)

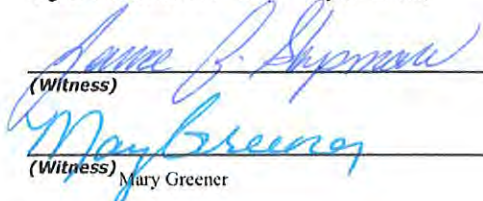
PROJECT: Inclusive Playground / Provide and Install New Playground
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, **or** within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

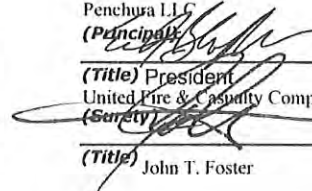
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of January, 2022


(Witness)

(Witness) Mary Greener

Penchura LLC


(Principal)

(Title) President

United Fire & Casualty Company

(Surety)

(Title)

John T. Foster

(Seal)

(Seal)

, Attorney-in-Fact



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JOHN T. FOSTER, JAMES N. SLEAR, HEATHER BUONODONO, SHERRY ALTMAN ALEXANDER, IAN FOSTER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$30,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 2nd day of November, 2017

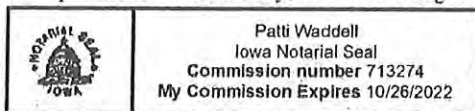
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President



State of Iowa, County of Linn, ss:

On 2nd day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name hereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 15th day of January, 2022.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC



January 17, 2022

RE: Universal Playground at Bicentennial Park

To whom it may concern,

Thank you for the opportunity to submit this proposal the Universal playground at bicentennial Park. The proposal contains all of the requirements in the request for proposal documents you provided as well as the addendum that followed.

Per your request, we have included 2 designs for the Universal Playground within the parameters listed in the bid request. We would however note that while the presented designs meet and/or exceed the requested requirements and the overall budgeted, they should be considered flexible, and I would be more than happy to either provide the equipment as depicted, or meet with you and "tweak" any of the designs or explore other options within the budget should you see fit.

Who we are:

- Penchura, formerly known as Superior Play, is a premier privately owned and operated recreation solutions provider located in Brighton MI.
- Our Team is made up of Recreation Professionals with **more than 80 years** combined experience in the business.
- Our Staff includes Professional Engineers, Licensed Landscape Architects, LEED Accredited Professionals, Certified Teachers, Designers and Support Staff.
- Penchura and our installation specialists are **Certified Playground Safety Inspectors** for the State of Michigan.
- Our Installers are certified and trained by the manufacturer and CPSI.
- Penchura has **more than 3,200 playgrounds** by Landscape Structures installed in the State of Michigan.
- Penchura utilizes a **Customer for Life Program**.
- Penchura offers **Funding Assistance** through Federal and Local Grant Identification, Fund Raising Opportunities, **Project Websites** and Grand Opening Support.
- Penchura has **extensive experience** with successful **community builds**.
 - Community Build Kit.
 - Pre-Build organizational meeting.
 - Certified supervision and assistance.



Products we represent:

- Playground Equipment – Landscape Structures, Inc.
- Skatepark Equipment – Skatewave Brand from Landscape Structures Inc.
- Water and Spraypark Equipment – Aquatix by Landscape Structures
- Sporting Goods Equipment – Bison Inc., GARED, Landscape Structures, Bike Fixation, Douglas Industries, Jaypro Sports and Nice Rink.
- Site Furnishings – DuMor, Anova, Gerber Manufacturing, Doty & Sons, Terracast, JayHawk Plastics and Murdock Manufacturing
- Safety Surfacing
 - Wood Fiber – Zeager Bros., International Mulch Company and Superior Groundcover
 - Rubber Mulch – International Mulch Co.
 - PIP Rubber, Bonded Rubber Mulch – Vitriturf, Surface America and Landscape Structures
 - Artificial Turf – ForeverLawn, NOTTS Sport and Zeager Bros.
 - Rubber Safety Tiles – Pierceton Rubber Products, Zeager Bros., SofTiles, Fiberweb and SoftSurfaces
- Bleachers – Bison Inc., Kay Park Recreation, Sports System Canada
- Shelters – Icon Shelter Systems, SkyWays, USA Shade and Shade Systems, Inc.
- Flagpoles – American Flagpole

Services:

- On Site Environment Evaluation and Consultation
- Innovative Site and Playground Design
- Certified Playground Safety Inspections
- Community Build Supervision
- Certified Professional Equipment Installation

Thank you again for the opportunity to submit this proposal. If you select Penchura L.L.C. for this project, I am confident you will be completely satisfied with the quality of service and recreation equipment you will receive.

If I can provide additional information, please contact me at the number list below.

Regards,

Lance A. Shipman, LLA, CSPI
Recreation Consultant
Penchura
C: (810)-459-9172



What makes us different makes us better!

"We Place an Emphasis on Providing the Greatest Play Value, the Highest Quality (Which Means a Lower Cost of Ownership), and Unmatched Customer Service. Penchura has a Track Record of Delivering Projects On Time and On Budget!"

The Value of Landscape Structures Playground Equipment:

- Landscape Structures is an **employee-owned company** that has been in business for over 50 years providing premier, high quality durable playground equipment.
- Products are **proudly** manufactured right here in the **U.S.A.**
- The **most comprehensive long-term warranties in the industry.**
- A **founding member** of the International, Play Equipment Manufacturers Association (IPEMA)
- All products are certified ASTM Standard F1487 (Safety Performance Standard)
- ISO 9001:certified since 1996 (Emphasis on Quality)
- **First** North American playground equipment manufacturer to become ISO 14001 certified in 2003 (Environmentally Conscious)
- Exclusive partner of **Global ReLeaf**
- Landscape Structures is supplier to HGACBuy.
- Provider of playground equipment to **Disney** and **Epcot Center**.

"You deserve a great return on your investment, so we're committed to bringing you market-leading quality and safety in every piece of equipment – inside and out!"

That means less maintenance, greater piece of mind and **"way more fun!"** on your playgrounds.

Sustainable and Innovative by Design

What makes us different makes us better.

Sustainable by Design:



Global ReLeaf® helps us offset carbon emissions, one playground at a time Landscape Structures is an exclusive partner of Global ReLeaf, a program of American Forests. For every playground we manufacture and sell, trees are planted through Global ReLeaf to offset the carbon dioxide produced while manufacturing that specific playground. Since 2008, we have planted over 50,000 trees. A sign is available to let the community know that its playground is directly benefiting forests elsewhere on the planet—forests that filter water, remove air pollution, sequester carbon, and provide homes and nourishment for wildlife. Every tree improves the environment. And now, so does every playground.



Glass Fiber Reinforced Concrete (GFRC) means natural, rock-solid fun GFRC is the tough-as-nails material we use to create our rock climbers. GFRC has a rugged, rock-like texture that never feels artificial, and it hardens over time to deliver years of reliable fun in any environment. GFRC is UV stable and won't burn, splinter or crumble, making it virtually maintenance free. Our exclusive six-step, fade-resistant finish is produced without incorporating any acids or toxic stains. Plus, we use recycled powdercoat material to paint the bases, and recycle water used during the cleaning process, saving up to 500 gallons per day!



ProShield™ finish is a smart combination of beauty and brawn Our ProShield finish is so tough, it substantially increases the durability of our products. We've combined a specially formulated primer with a high-quality, architectural-grade powdercoat topcoat. The result is enhanced longevity, greater protection against harsh UV rays, prevention from corrosion and improved product performance. You'll first notice the vibrant, long-lasting color and glossier finish. You'll appreciate the fact that something so attractive also reduces corrosion and chipping, requiring less maintenance. It's available in all the great colors you've come to love. And we reclaim our epoxy primer within the process, eliminating waste powder. Tested tough for over 4,000 hours in a high-concentration salt/fog chamber and over 3,000 hours in a UV chamber, ProShield is more durable and UV stable than standard powdercoat paints.



TenderTuff™ coating protects small hands, feet and knees for healthier, safer kids

We protect tender hands from the temperature extremes of bare metal with our proprietary TenderTuff surface coating. You'll find it on most everything children may touch. Our exclusive TenderTuff coating acts as a temperature moderator, insulating little hands from heat and cold, and providing a softer, grippier surface. Even better, we utilize production techniques that save water and energy during the application of this great coating!



Recycled and recyclable: heavy-duty aluminum and galvanized steel PlayBooster® posts and clamps set the gold standard for quality and durability. This original round post-and-clamp system features 5"-diameter posts made from galvanized steel or recycled aluminum. Die-cast aluminum top caps are secured with three drive rivets, so they won't rock or loosen, and they effectively keep water from entering posts. Bottom caps increase footing area, preventing the post from sinking or settling during installation. Our aluminum die-cast half-clamp features 360 degrees of compression for a more secure fit to posts. An aluminum drive rivet adds shear strength for load-bearing clamps. Posts and clamps feature a ProShield finish for optimum UV stability, gloss retention and a rugged, long-lasting finish. Made to last for decades for true sustainability.

Clamps

- Total recycled content: 90%
- Post-consumer content: 50%
- Recyclable

Steel Posts

- Total recycled content: 45%
- Post-consumer content: 28%
- Recyclable

Aluminum Posts

- Total recycled content: 81%
- Post-consumer content: 24%
- Recyclable



Evos™ playstructures make a big statement—in a smaller way Evos playstructures definitely inspire high-energy activity. But when it comes to the environment, this playstructure's low-energy impact is equally as impressive. Evos offers a 30% smaller carbon footprint than our traditional playstructures—paving the way for healthy fun that's healthier for our environment, too.



Recycled Permalene® panels are a colorful way to go green without sacrificing durability Our recycled Permalene panels feature a distinctive black core that's made from recycled colored plastic household containers like those used for dish and laundry detergent, juice, shampoo, cosmetics and more. It's then sandwiched between two color-rich Permalene skins in five striking color combinations. Just as strong and resilient as our original Permalene material, these recycled panels help conserve energy and reduce greenhouse gas emissions while saving on landfill space.

- Total recycled content: 73%
- Post-consumer content: 73%
- Recyclable

Innovative by Design:



Steel-reinforced cables provide years of safe, bouncy fun Made of tightly woven, polyester-wrapped, six-stranded galvanized-steel cable. These abrasion-resistant, color-stable cables are extremely durable and vandal resistant. Powered by Berliner Seilfabrik, one of the most experienced manufacturers of steel cables in the world, with a global reputation for top quality since 1865.

- Total recycled content: 39%



Track Ride trolley: ultra-smooth ride, ultra-long lasting Durable overhead track rides should never jolt or stop mid-glide. We built our trolley so kids can glide seamlessly along the track without interruption. It consists of four polyurethane roller skate wheels with ball bearings, a high-density polyurethane guide block and an easy-grip handle that features TenderTuff coating. It's fully enclosed, with no exposed moving parts, so fingers can't get pinched. And our special safety bumpers at each end of the rise ensure safe landings for everyone.

- Total recycled content: 24%
- Post-consumer content: 11%



Swivel point connectors are better by every measure Our Disc Challenge and S-Disc Challenge bridges may seem similar to flexible bridges offered by other manufacturers, but we use specially engineered swivel point connectors to attach our bridges to the overhead beams. These self-lubricating "universal joints" are stronger, safer and more flexible than lesser-quality clevis pins or S-hooks. Designed to withstand wear and tear, they reduce maintenance time and expense, and allow you to keep the playground fun available year-round.

- Total recycled content: 81%
- Post-consumer content: 24%



Extruded, recycled aluminum gets PlayShaper® started right PlayShaper posts are big on benefits and sized just right. The posts have factory-installed deck flanges that support decks while the mounting hardware is assembled underneath, so installing your playstructure is a snap. The sturdy, 2-3/8"-square extruded-aluminum posts are scaled appropriately for preschoolers and are comfortable for little hands, with specially designed ridges that diffuse heat and cold. And to make PlayShaper a safe place to play, we've incorporated a 1" space between posts and tops of panels so clothing won't get caught. These posts are created from recycled materials and can be recycled at the end of their play days.

- Total recycled content: 81%
- Post-consumer content: 24%
- Recyclable

(U.S. patent #D361,631)



Sliding footers for safe and healthy kids Sliding footers help ensure slides don't pull away from decks, warp or crack due to normal expansion and contraction. The result: They help eliminate gaps that can potentially entangle children's clothing. Bolting slides directly to the ground may be less expensive, but it's not as safe or long lasting. We are the only playground equipment manufacturer to use sliding footers at the bottom of our slides.

- Total recycled content: 45%
- Post-consumer content: 28%
- Recyclable



Steel tire swing hangers designed with durability in mind Made from 100% stainless steel, our hangers utilize Oilite® bushings for a smooth, 360-degree rotation. With no bearings to replace or messy grease to worry about, they're virtually maintenance free. The swing chains thread directly through the hanger for a cleaner, safer connection. Hangs 9" below the beam for added safety.

- Total recycled content: 60%
- Post-consumer content: 25%
- Recyclable

Oilite® is a registered trademark of Beemer Precision, Inc.



Hardware packs for less waste, faster installation All our bolts, flange nuts and screws are vandal resistant to keep your playground safe from unwanted tampering. While other manufacturers ship a box of mixed bolts, we package each set of fasteners individually, per component. Equipment assembly diagrams are included to make installation easier and error free, and help make community-build projects faster and more efficient. Plus, there is less waste, which is good for everyone.

"Recyclable": Steel and aluminum can be recycled at local metal recycling facilities. High-density polyethylene materials can be recycled at commercial plastic recycling facilities. Depending on the proximity of recycling facilities to your location, these products may not be recyclable in your area.



Evaluation Criteria

We have prepared a design for the Senior Playground at Bicentennial Park per the parameters expressed within the bid documents without exception for a total amount of

- We have provided engineered drawings for the playground as requested.
- We have provided a stone base drainage layer under the turf as requested.
- We have provided concrete curb surrounding the entire new playground as requested.
- We have included an inclusive play structure, Wheelchair Swing, Sensory Play components, Inclusive Merry-Go-Round, and ZipKrooz as requested.
- We have included 2 accessible tables and 2 accessible benches as requested.
- We have accounted for custom signage as requested.
- We shall provide all necessary warning signs/stickers as requested.
- We have included an ADA path from the parking lot to the playground as requested.

"You deserve a great return on your investment, so we're committed to bringing you market-leading quality and safety in every piece of equipment – inside and out!"

That means less maintenance, greater piece of mind and ***"way more fun!"*** on your playgrounds.

**Relevant Project References:**

Catalpa and Independence Oaks	Oakland County	Zach Crane	248.240.1079
Multiple City Parks	City of Novi	Jeff Muck	248.347.0402
DNR Parks	Belle Isle	Scott Pratt	517.284.6112
Multiple Parks	HCMA	Tim Phillips	810.494.6022
Rotary Park	City of Livonia	Ted Davis	734 466-2298

Additional references available upon request.

Subcontracting Plan:

"All of our projects are installed by factory trained and certified professional installers. This insures clean, efficient and unmatched quality!"

Michigan Recreational Construction Inc. (MRC)

Contact – Craig Sheffer, Owner

MRC has over 20 years of experience and is well known in the recreational installation industry. They are a qualified Contractor and a member of the International Playground Contractors Association NPCAI. Craig and his crews are also Certified Playground Safety Inspectors (NPSI).

Project Timeline:

Current Lead time for all equipment is 10 weeks from the time of order. Installation time is anticipated to be 1-3 weeks depending on the complexity of the site. We understand the completion date for the project to be October 28th 2022.



Testimonials – (Below)

"The City of London and the London Community Organization had nothing but exceptional service in all aspects of acquiring our new playground. Tony Shadwick went above and beyond in helping the project be successful. I have and will continue to recommend Tony, Penchura and Landscape Structures to others."

Amy Rees
London Community

"We were very pleased with our experience with Penchura, and in particular with Landscape Structures. Our sales rep was patient, solicitous, informative and trustworthy. We had confidence in his judgment and recommendations and he went above and beyond so many times to make sure that we were happy with what we decided to purchase, satisfied with the quality of install and overall pleased with the process – including how and when pieces were delivered to the piece's final installation. While it was a relatively small project for him and Penchura, at no time where we made to feel anything but THE most important client of the company. That's impressive and all class."

And cookies, of course. Those cookies can't be underestimated."
Washington Township, Montgomery County

"Over the 5+ years I have worked with Carl while specifying Landscape Structures equipment he has been nothing but professional, personal, kind, hard-working, humble, honest and knowledgeable. I consider him first a friend and a colleague second. He is a great representative of a great product!"

Matt Levandoski
Ottawa County Parks and Recreation

"Tony was excellent to work with and always there to answer questions and concerns! Tony has helped me to get other playground work done!"

"Our turf team was incredible- they cleaned up after themselves and my custodian was so impressed!"
Carrie Montgomery
Liberty ECC



Testimonials – (Continued)

Doug Smith is definitely an asset to your company. I loved having a representative so close by!! I thank you and all that you do!

Linda Robitaille

"You're definitely right...our positive attitude will certainly see us through!!! I have enjoyed working with you, as well! You can guarantee that your name will be first in my mind if I am ever seeking someone with knowledge of playground equipment, so keep me posted!"

Alicia F. Parsons

Principal Hamburg Elementary

"I wish to share some observations and comments with you about Penchura and your staff.

West Bloomfield Parks and Recreation Commission recently completed a five million dollar, total park renovation of our Marshbank Park which involved the purchase and installation of new play equipment and poured in place surface from Penchura. Penchura was also responsible for installation of the equipment and the poured in place safety surface.

I want to compliment your design staff and installation staff on their work. The play structure functions very well and meets the needs of a wide variety of ages and fits in to the landscape very well. Your installation crew did a fantastic job working within the tight building conditions and everything was installed as specified.

As in all projects there were a couple of hiccups, however, Lance Shipman took the lead and worked with the factory to resolve the issues to our satisfaction.

Our experience with Penchura both on the Marshbank Park project and other past playground and park projects has been excellent.

I want to commend you on assembling a great team and group of sub-contractors. I would highly recommend Penchura to other communities or agencies that are considering installation of new playground equipment or park furniture."

David H. Burley

Deputy Director

"This is the third piece of equipment for our park project that I have been involved in since becoming a member of the Township Board. Each time Landscape Structures and Tim Sheffer have exceeded our expectations. Thank you!"

Liz Makedonsky

Imlay Township



You are Invited to Come Visit The Factory!

What better way to see the care and quality put into all of our playgrounds than seeing it with you own eyes from the ground up right at the factory? For no cost to you, we will provide you with a VIP tour of our headquarters/factory in Delano, Minnesota. There you will experience firsthand, the exceptional work environment that drives our innovative, sustainable processes and commitment to continuous improvement.



Thank You!

Thank you for the opportunity to bid this project. When choosing Penchura, you have the support of our entire team to help answer questions during any stage of the project.





We've always designed for inclusive play. Now, we're introducing a whole new way to play for all. **The We-Go-Swing™ is the first no-transfer inclusive swing that can be integrated into the playground setting** and invites kids of all abilities to get in on the fun.



THIS IS TRUE INCLUSION.

Opportunities for All: A truly inclusive experience, the spacious entry deck can be connected to a ramp for easy roll-on access, and there's no need to transfer from a mobility device to take part in the fun. Plus, there is plenty of room for children of all ages and their caregivers to sit and/or stand together and enjoy a ride.

Fun Social Interactions: Because the handlebars help move the swing, all users can actively contribute to the motion. With all kids on board working together, it's a collaborative effort that builds cooperation and creates fun for everyone.

Beneficial Movement: With all children helping to create the swinging motion, they all get the benefit of actively engaging muscles throughout their bodies while building their motor planning skills, strength and balance.

Part of the Action: The swing can be situated within the play area, making it a welcoming and integral part of the full play experience.

LET'S GET SWINGING.

Learn more at
playlsi.com/we-go-swing

- Designed for age ranges 2 to 5 and 5 to 12
- ADA compliant
- Available with one accessible bay and one bench seat, or two accessible bays
- Handlebars assist with moving the swing and keeping users in place, and rotate up for easy entrance and exit
- Impact-minimizing materials and integrated soft stops allow the We-Go-Swing to be located in the midst of playground activity and not segregated, fenced or locked
- 60" x 72" entry deck included
- Choose two ProShield® colors and one Permalene® color
- Direct bury posts
- Meets ASTM, CSA, and EN playground standards
- Max Fall Height: 48" (1,22 m)
- Minimum Area Required: 26' 1" x 26' 8" (7,95 m x 8,15 m)
- Model #277778
- U.S. Patent pending





We-Go-Swing™



Sensory Systems Engaged

Vestibular +
Proprioception
Tactile
Visual

Motor Skills

Agility, Balance
Coordination, Flexibility
Motor Planning
Core, Upper & Lower Body Strength

Cognitive Skills

Problem Solving

Social Skills

Cooperation
Social Skill Development
Imaginative Play

The We-Go-Swing™ allows everyone to swing together! The placement of the handlebars allows those seated on the bench or in their wheelchair to contribute to the swinging motion ensuring that all are part of the swinging experience. All children will actively engage the muscles throughout their body to make this swing soar. This helps them build their motor planning skills, strength and balance as they swing. There is plenty of room for children of all ages to sit and/or stand together and enjoy a ride to the stars or take a gentle ride down the river or to any other world they can imagine.

We-Go-Round™



Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Vestibular+ Proprioception	Balance, Core, Lower & Upper Body Strength	Problem Solving	Cooperation Social Skill Development Imaginative Play

The We-Go-Round™ is a merry-go-round where everyone can spin! It is designed so that children using wheeled mobility devices can wheel right in and enjoy the rotation that come from a merry-go-round experience. They can contribute to the spinning of We-Go-Round™ by using the center post wheel which allows children to create spin from the inside and outside of this merry-go-round. The design encourages social play by all children as riders and pushers cooperate to make this a fun vestibular experience for every child. Those pushing get to work on motor planning and coordination through the engagement of their proprioceptive receptors in their muscles and joints.

ZipKrooz® Assisted



Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Vestibular + Tactile Proprioception	Agility, Coordination, Upper & Core Body Strength, Motor Planning,	Problem Solving	Cooperation Social Skill Development

The ZipKrooz Assist provides every child with the chance to fly! The design allows children to experience fast linear movement from one end of the structure to the other. The Assist version includes a molded bucket seat with harness that gives every child a secure seating option to experience the ride. When combined with the ZipKrooz; these tracks combine to create a social element to the flying experience. Children can choose to race each other or develop imaginary games and scenarios as they ride side by side.

ZipKrooz®



Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Vestibular + Tactile Proprioception	Agility, Coordination, Motor Planning, Core, Lower & Upper Body Strength	Problem Solving	Cooperation Social Skill Development Imaginative Play

The ZipKrooz provides every child with the chance to fly! The design allows children to experience fast linear movement from one end of the structure to the other. The pod seat provides a challenging seating option for those who want to really work their core muscles as they fly through space. When combined with the ZipKrooz Assist; these tracks combine to create a social element to the flying experience. Children can choose to race each other or develop imaginary games and scenarios as they ride side by side.



2021 Playsystem Specifications

Evos[®], Weevos[®], PlayBooster[®] and PlayShaper[®]



All the materials used in the manufacturing of Evos®, Weevos®, PlayBooster® and PlayShaper® playstructures have a proven track record of durability and are widely used in the playground industry. All play components have been certified and validated to be in conformance with the ASTM F1487 Standard unless otherwise noted. Play components displaying the CSA and TUV logos are certified to those standards. To the best of our knowledge they also conform to the U.S. Consumer Products Safety Commission (CPSC) Guidelines.

Unless otherwise noted, all playstructures are considered accessible according to the 2010 ADA Standard for Accessible Design.

General Specifications

Material: All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all steel parts by the use of time-tested coatings such as zinc plating, galvanizing, ProShield® finish, TenderTuff™ coating, etc. Colors shall be specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless-steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications). All primary fasteners shall include a locking patch type material that will meet the minimum torque requirements of IFI-125. Manufacturer to provide special tools for pinned tamperproof fasteners.

TenderTuff Coating: Metal components to be TenderTuff-coated shall be thoroughly cleaned in a hot phosphatising wash system, then primed with a water-based thermosetting solution. Primed parts shall be preheated prior to dipping in UV stabilized, liquid polyvinyl chloride (PVC), then salt cured at approximately 400 degrees. The finished coating shall be approximately .080" thick at an 85 durometer with a minimum tensile strength of 1700 psi and a minimum tear strength of 250 lbs/inch. Standard colors are available, all with a matte finish.

ProShield Finish: All metal components with ProShield finish shall be thoroughly cleaned and pretreated through a multi-stage wash system. Parts are then thoroughly dried, preheated and processed through a set of powder spray guns where a minimum .002" of epoxy primer is applied. A minimum .004" of architectural-grade Super Durable polyester TGIC powder is applied. The average ProShield film thickness is .006".

ProShield is formulated and tested per the following ASTM standards. Each color must meet or exceed the ratings listed below:

- Hardness (D3363) rating 2H
- Flexibility (D522) pass 1/8" mandrel
- Impact (D2794) rating minimum 80 inch-pounds
- Salt Fog Resistance (B117 and D1654) 4,000 hours and rating 6 or greater
- UV Exposure (G154, 340 bulb) 3,000 hours, rating delta E of 2, and 90 percent gloss retention*
- Adhesion (D3359, Method B) rating 5B

The Paint Line shall employ a "checkered" adhesion test daily.

Standard colors are available.

** Certain colors may exceed delta E of 2. Contact Landscape Structures for exceptions.*

Hot Dipped Galvanized (HDG) Steel: Steel components to be Hot Dipped Galvanized shall be thoroughly cleaned of organic compounds and dirt through complete immersion in a hot alkali solution. Cleaned parts shall undergo acid pickling to remove rust or scale. All parts shall then be fluxed to eliminate surface oxides and promote intermetallic development. Prepped parts shall then be submerged in a bath of molten zinc until the part reaches 840° F and the zinc reacts to form zinc/iron intermetallic layers on all surfaces inside and out. Hot Dipped Galvanized Parts shall be manufactured and inspected according to ASTM A123.

Decks: All decks shall be of modular design and have 5/16" diameter holes on the standing surface. There shall be a minimum of (4) slots in each face to accommodate face mounting of components. Decks shall be manufactured from a single piece of low carbon 12 GA (.105") sheet steel conforming to ASTM specification A-1011. The sheet shall be perforated with a return flange on the perimeter to provide the reinforcement necessary to ensure structural integrity. There shall be no unsupported area larger than 3.5 square feet. The unit shall then be TenderTuff-coated brown or gray only. Decks shall be designed so that all sides are flush with the outside edge of the supporting posts. Not applicable for Evos or Weevos.

Concrete Products: Two processes are used to produce concrete products. (See specific product installation/specification documents.)

1. Glass Fiber Reinforced Concrete (GFRC) Products: Glass fiber is alkali-resistant (AR) with high tensile properties formulated for concrete. GFRC nominal product thickness is 1" with a unit weight of about 12 lbs per square foot and an average ultimate flexural strength of 2,100 psi per ASTM C947. Finish: Exterior latex paint suited for concrete applications.
2. Precast Concrete Products: Wet-cast solid, molded concrete with an average compressive strength of 5,000 psi per ASTM C39. Unit weight range of about 115-145 lbs per cubic foot. Finish: Exterior latex paint suited for concrete applications.

Rotationally Molded Polyethylene Parts: These parts shall be molded using prime natural linear low-density polyethylene having a tensile strength of 2400 psi per ASTM D638.

Rotational molding resin is compounded with color and UV-stabilizing additives with a nominal wall thickness typically 1/4" with some variation depending upon product type.

Standard colors are available.

Recycled Permalene Parts: These parts shall be manufactured from 3/4" high-density polyethylene that has been specially formulated for optimum UV stability and color retention. Products shall meet or exceed density of .960 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Available in a three-layer product with (2).100" thick colored exterior layers over a .550" thick recycled Black interior core. Standard colors are available.

Footings: Unless otherwise specified, the bury on all footings shall be 34" below Finished Grade (FG) on all in-ground play events/posts. Other types of anchoring are available upon request.

Hardware Packages: All shipments shall include individual component-specific hardware packages. Each hardware package shall be labeled with the part number, description, a component diagram showing the appropriate component, package weight, a bar code linking the hardware package to the job number, assembler's name, date and time the package was assembled, work center number and work order number.

Installation Documentation: All shipments shall include a notebook or packet of order-specific, step-by-step instructions for assembly of each component, including equipment assembly diagrams, estimated hours for assembly, footing dimensions, concrete quantity for direct bury components, fall height information, area required information and detailed material specifications.

Packing List: All shipments shall include a packing list for each skid/container, specifying the part numbers and quantities on each skid or within each container.

Packaging: All components shall be individually wrapped or bulk wrapped and placed on skids (pallets) then shrink-wrapped to provide protection during shipment. Small parts and hardware packages will be placed in crates for shipment. Other components shall be individually wrapped or bulk wrapped to provide protection during shipment.

Maintenance Kit: An order-specific maintenance kit shall be provided for each structure order. The kit will include a notebook or packet with a second set of installation documents and order-specific maintenance documentation with recommendations on how often to inspect, what to look for and what to do to keep the equipment in like-new condition. The kit also includes touch-up primer, appropriate color touch-up paint, sandpaper, appropriate color touch-up PVC and additional installation tools for the tamperproof fasteners.

Evos® General Specifications

5" Arches: All steel arches are ProShield finished and manufactured from 5" O.D. galvanized tubing with a wall thickness of .120".

Steel Arch Mechanical Properties:

- Yield Strength (min): 50,000 PSI
- Tensile Strength (min): 55,000 PSI
- Elongation: 25% in 2 inches
- Modulus of Elasticity: 29.5 x 10⁶ PSI

5" Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be sand cast using a 356-T6 aluminum alloy and having the following mechanical properties:

- Ultimate Tensile: 35,000 PSI
- Yield Strength: 18,000 PSI
- Elongation: 8% in 2 inches

Steel-reinforced cables: Made of tightly woven, polyester-wrapped, six-stranded galvanized steel cable. These abrasion-resistant, color-stable cables are extremely durable and vandal resistant. Standard colors are available.

Weevos® General Specifications

3-1/2" Arches: All steel arches are ProShield finished and manufactured from 3-1/2" O.D. galvanized tubing with a wall thickness of .120".

Steel Arch Mechanical Properties:

- Yield Strength (min): 50,000 PSI
- Tensile Strength (min): 55,000 PSI
- Elongation: 25% in 2 inches
- Modulus of Elasticity: 29.5 x 10⁶ PSI

3-1/2" Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be sand cast using a 356-T6 aluminum alloy and having the following mechanical properties:

- Ultimate Tensile: 35,000 PSI
- Yield Strength: 18,000 PSI
- Elongation: 8% in 2 inches

Steel-reinforced cables: Made of tightly woven, polyester-wrapped, six-stranded galvanized steel cable. These abrasion-resistant, color-stable cables are extremely durable and vandal resistant. Standard colors are available.

PlayBooster® General Specifications

Posts: Post length shall vary depending upon the intended use and shall be a minimum of 42" above the deck height. All posts shall be ProShield finished to specified color. All posts shall have a "finished grade marker" positioned on the post identifying the 34" bury line required for correct installation and the top of the loose fill protective surfacing. Top caps for posts shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with interference fit. A molded low-density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the post to increase the footing area.

Steel Posts: All steel PlayBooster posts are manufactured from 5" O.D. tubing with a wall thickness of .120" and shall be galvanized after rolling and shall have both the I.D. and the cut ends sprayed with a corrosion resistant coating.

Steel Post Mechanical Properties:

- Yield Strength (min): 50,000 PSI
- Tensile Strength (min): 55,000 PSI
- Elongation: 25% in 2 inches
- Modulus of Elasticity: 29.5 x 10⁶ PSI

Aluminum Posts: All aluminum PlayBooster posts are manufactured from 6005-T5 extruded tubing conforming to ASTM B-221. Posts shall have a 5" outside diameter with a .125" wall thickness.

Aluminum Post Mechanical Properties:

- Yield Strength (min): 35,000 PSI
- Tensile Strength (min): 38,000 PSI
- Elongation: 10% in 2 inches
- Modulus of Elasticity: 10 x 10⁶ PSI

Arch Posts: Aluminum arch posts shall be manufactured from 6005-T5 alloy. The arch shall be formed to a 21" center line radius to complement the 42" center-to-center module. The arch shall be of one continuous piece construction. There shall be no welds or additional pieces mechanically fastened to manufacture the arch. Each arch shall be designed to provide a minimum of 90 1/2" clear span from the deck to the inside of the arch at the radius peak. Arches shall be ProShield finished to a specified color.

Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be die cast using a 369.1 aluminum alloy and have the following mechanical properties:

- Ultimate Tensile: 47,000 PSI
- Yield Strength: 28,000 PSI
- Elongation: 7% in 2 inches
- Shear Strength: 29,000 PSI
- Endurance Limit: 20,000 PSI

Each functional clamp assembly shall have an appropriate number of half clamps and shall be fastened to mating parts with (2) 3/8" x 1 1/8" pinned button head cap screws (SST) and (2) stainless-steel (SST) recessed "T" nuts. A 1/4" aluminum drive rivet with stainless steel pin is used to ensure a secure fit to the post.

PlayBooster® General Specifications *continued*

PlayBooster® clamps have three functional applications and shall be named as follows:

1. Offset hanger clamp assembly
2. Deck hanger clamp assembly
3. Hanger clamp assembly

Netplex Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be die cast using a 369.1 aluminum alloy and have the following mechanical properties:

- Ultimate Tensile: 47,000 PSI
 - Yield Strength: 28,000 PSI
 - Elongation: 7% in 2 inches
 - Shear Strength: 29,000 PSI
 - Endurance Limit: 20,000 PSI

Each functional clamp assembly shall have an appropriate number of rope clamps and back clamps and shall be fastened to each other with (2) 5/8" x 1 1/2" pinned button head cap screws (SST) and (2) stainless-steel (SST) recessed "T" nuts. Either a face clamp shall be fastened to rope clamp with (2) 3/8" by 1-3/8" pinned button head cap screws or a single tab casting plate shall be fastened to rope clamp with (4) 3/8" by 1-3/8" pinned button head cap screws with 3/8" SAE flat washers. A 1/4" x 5/8" aluminum drive rivet with stainless steel pin is used to ensure a secure fit to the post.

Geoplex Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be fabricated from 7GA using .179" (4.54 mm) T316 stainless steel.

- Ultimate Tensile: 84,000 PSI
- Yield Strength: 25,000 PSI

Each functional clamp assembly shall have an appropriate number of locking clamps and shall be fastened to mating parts with (2) 3/8" x 7/8" pinned button head cap screws (SST) with (2) 3/8" SAE flat washers. A 1/4" aluminum drive rivet with stainless steel pin is used to ensure a secure fit to the post.

Steel-reinforced cables: Made of tightly woven, polyester-wrapped, six-stranded galvanized steel cable. These abrasion-resistant, color-stable cables are extremely durable and vandal resistant. Standard colors are available. Some products available in Black only.

PlayOdyssey® Structural Frame: Post length of the double ladder/central column shall vary depending upon the deck height and shall be flush with the bottom of a deck infill or a minimum of 46" above the deck height. All posts shall be ProShield finished to specified color. All posts shall have a "finished grade marker" positioned on the post identifying the 60" bury line required for correct installation and the top of the loose fill protective surfacing. Post caps shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with (3) self sealing rivets. A molded low-density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the ladder posts to increase the footing area. Ladders are bolted together below grade to act as a single column for installation purposes. The deck support weldments/arms are

comprised of 5/16" (.313") steel conforming to 1010 steel per ASTM A635 and welded to a 52" steel post. Arms are secured to each ladder post with (4) 5/8" x 1 1/2" pinned button head cap screws through (2) 1/4" flanges.

PlayOdyssey Optional Aluminum Roof Posts: All formed aluminum PlayOdyssey roof posts are manufactured from 6005-T5 extruded tubing conforming to ASTM B-221. Posts shall have a 5" outside diameter with a .125" wall thickness. Post sleeve shall have 4.675" outside diameter with a .150" wall thickness. Post cap shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with (3) self-sealing rivets.

Vibe® Handholds: Rotomolded shell, with 7 GA (.179") HRPO steel sheet insert that is zinc plated then ProShield finished. Standard colors are available.

Vibe Roof: Rotomolded shell, with 12 GA (.105") HRPO steel sheet insert that is zinc plated then ProShield finished. Standard colors are available.

Vibe Enclosures: Rotomolded shell, with 7 GA (.179") HRPO steel sheet insert that is zinc plated then ProShield finished. Standard colors are available. Option of 10 activity panels available in standard Permalene® colors. Also available bubble or window panel made of 1/4" clear polycarbonate.

PlayShaper® General Specifications

Posts: 2 3/8" square aluminum posts shall have a minimum wall thickness of .125" and be extruded of 6005-T5 aluminum alloy and have rounded corners and ribbed faces for maximum safety. A cast aluminum top cap shall be installed at the factory with stainless steel knurled spacers and aluminum drive rivets. Flanges for panels and deck supports shall be extruded of 6061-T6 aluminum alloy and slide into slots extruded in posts. Flanges and deck supports shall be attached in the factory with stainless steel knurled spacers and aluminum drive rivets. All direct bury posts shall have a "finished grade marker" positioned on the post identifying the 34" bury line and the top of the required surfacing. A molded low-density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the post to increase the footing area. Posts shall have a post number sticker for installation purposes. All surface mount posts shall be continuously welded to a 1/4" x 6" square 6061-T6 aluminum surface mount plate and allow for 2" of protective surfacing. Posts shall be ProShield finished to a specified color.

Aluminum Post Mechanical Properties:

- Yield Strength (min): 35,000 PSI
- Tensile Strength (min): 38,000 PSI
- Elongation: 10% in 2 inches
- Modulus of Elasticity: 10 x 10⁶ PSI

Arch Posts: Arch posts shall have the same shape as the posts and be extruded from 6063-T4 aluminum alloy. Roof support flanges shall be of the same shape and material as the panel flanges. Arch shall be formed in a 180 degree arc on a 21" center line radius. Arches shall be secured to standard length posts with solid aluminum sleeves that are tapped to receive (16) 3/8" x 5/8" pinned button head cap screws per arch. Arch posts shall be ProShield finished to a specified color.



601 7th Street South, Delano, MN 55328-8605 USA 888.438.6574 763.972.5200 playlsi.com

Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

100-Year Limited Warranty On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

15-Year Limited Warranty On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-Year Limited Warranty On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty On Rhapsody® cables and mallets against defects in materials or manufacturing defects, on polycarbonate panels against defects in materials or manufacturing defects, and on bamboo panels against delamination due to defects in materials or manufacturing defects. Does not cover damage which may be associated with the natural characteristics of bamboo aging, including but not limited to discoloration, splitting, cracking, warping or twisting, nor the formation of algae, mold and other forms of fungal-type bodies on bamboo.

3-Year Limited Warranty On all other parts, i.e.: Pulse® products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard™ Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, belting material, HealthBeat® resistance mechanisms, Seesaws, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.



2021 Play Equipment Warranty

You have our word.

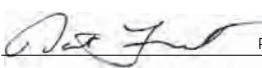
All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:  President Date: 01/01/2021





Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of CPSI-certified designers, along with 2D and 3D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit. Please contact your Landscape Structures playground consultant for the shipping address.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:

Landscape Structures Inc.
601 7th St. South
Delano, MN 55328-8605
888.438.6574 (*inside the U.S.A.*)
763.972.5200 (*outside the U.S.A.*)
playlsi.com



Color Choices

Vivid colors for lively play

ProShield® Colors

For posts/arches, components and clamps, ProShield® finish combines a specially formulated primer with a high-quality, architectural-grade powdercoat top layer. The result is enhanced longevity, greater protection against UV rays, prevention from corrosion, and improved product performance. Custom colors are available for an additional charge.

Learn more about our Color Inspirations at playlsi.com/color-inspirations



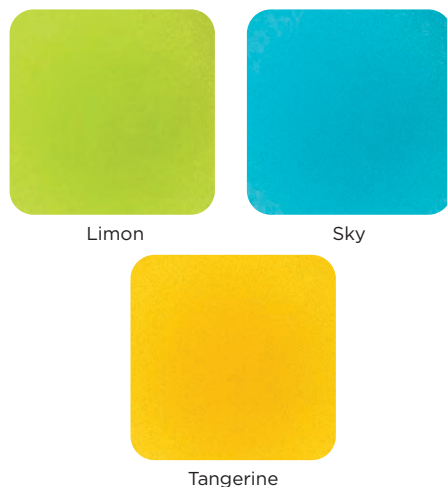
Permalene® Color Panels

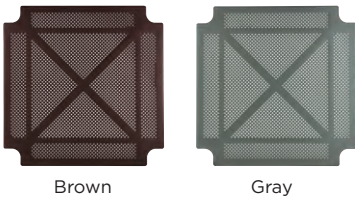
Permalene® panels with a recycled core are a smart choice for your playground and the environment. Available in the 16 colors shown, the distinctive black core results from combining and recycling colored plastic—waste that would otherwise end up in landfills.



Polycarbonate Panels

Hedra® product line option. Translucent panel provides visibility into structure as well as light and color play.





Brown

Gray

Steel Decks The heaviest, thickest decks for long-lasting safety: Flange-formed from 12-gauge steel with safe, rounded corners. Reinforced with .105" x 2" ribs welded on cross for superior strength and a consistently flat surface.



Blue

Red

Tan

Brown

Gray

TenderTuff™ Coating

For swing chains, handholds, pipe barriers, wheels, rings, etc. Insulates against temperature extremes and provides a safer grip surface compared to painted metal.



Tan

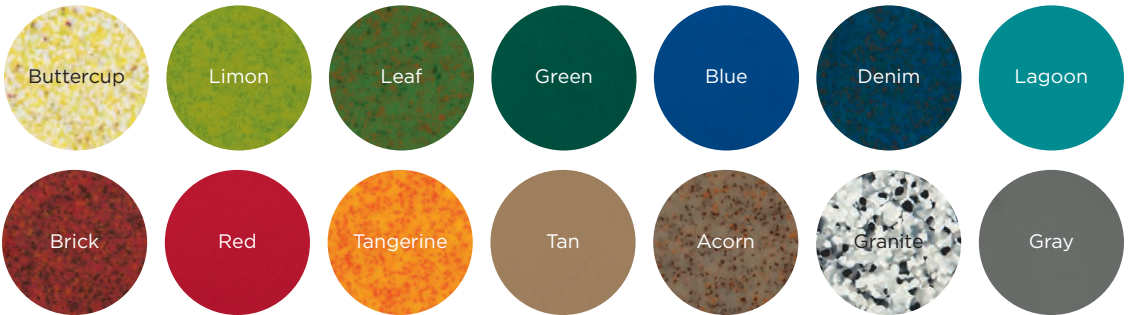
Black

Red

Steel-Reinforced Cables

Made of tightly woven, polyester-wrapped, six-stranded galvanized-steel cable. These abrasion-resistant, color-stable cables are extremely durable and vandal resistant.

Polyethylene For slides, tunnels, roofs, etc. The heavy-duty rotationally molded polyethylene material ensures strength and durability while resisting cracking, fading and peeling. * *Limon, Leaf, Denim, Brick, Tangerine, Buttercup, Acorn and Granite are color blends.*



Buttercup

Limon

Leaf

Green

Blue

Denim

Lagoon

Brick

Red

Tangerine

Tan

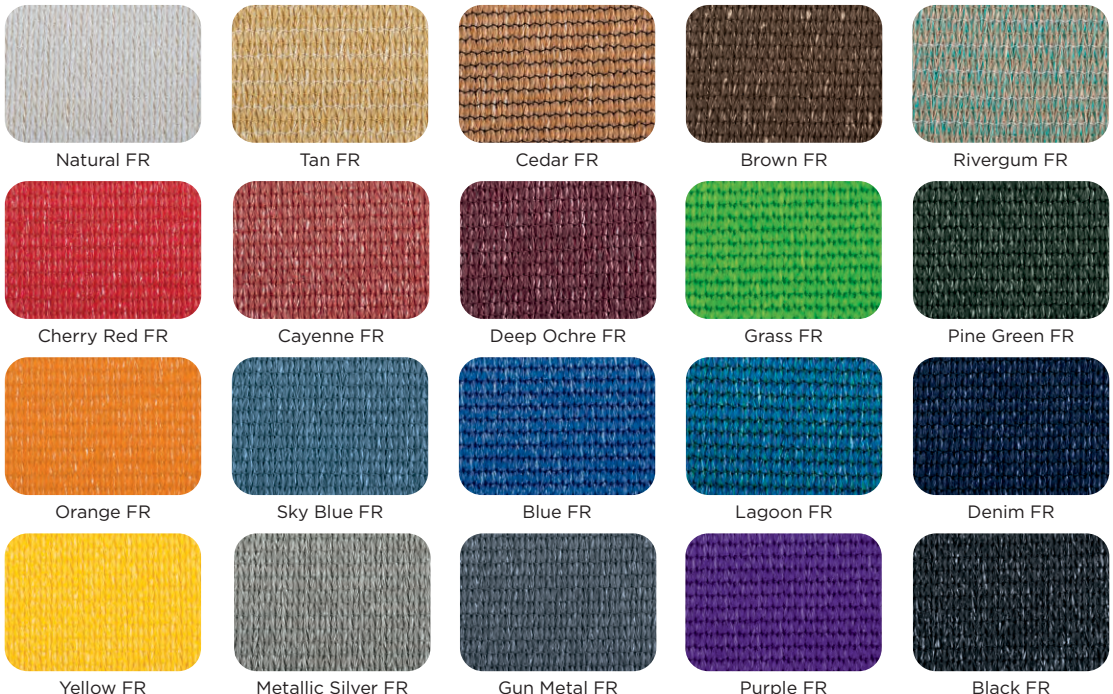
Acorn

Granite

Gray

SkyWays® and CoolToppers® Shade Fabrics

Designed to block up to 97% of UV rays and keep playground temperatures up to 30 degrees cooler.



Natural FR

Tan FR

Cedar FR

Brown FR

Rivergum FR

Cherry Red FR

Cayenne FR

Deep Ochre FR

Grass FR

Pine Green FR

Orange FR

Sky Blue FR

Blue FR

Lagoon FR

Denim FR

Yellow FR

Metallic Silver FR

Gun Metal FR

Purple FR

Black FR



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/01/2021

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Central, Inc. Minneapolis MN Office 5600 West 83rd Street 8200 Tower, Suite 1100 Minneapolis MN 55437 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Landscape Structures, Inc. 601 7th Street South Delano MN 55328 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Crum & Forster Indemnity Co	NAIC # 31348
	INSURER B: United States Fire Insurance Co.	21113
	INSURER C: Market American Ins Co	28932
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES	CERTIFICATE NUMBER: 570087526172	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.		
Limits shown are as requested		

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 ☒ Contractual Incl. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			MKLM6MMP1000292 GL & Products Liability SIR applies per policy terms & conditions	06/01/2021	06/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ Comp Ded \$100 ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☒ Collision Ded \$500			133-750142-1	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
B	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	4087413252	06/01/2021	06/01/2022	☒ 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

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

CERTIFICATE HOLDER Penchura, LLC Attn: Eric Sheffer 889 S. Old US 23 Brighton MI 48114 USA	CANCELLATION 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 <i>Aon Risk Services Central Inc.</i>
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MICHREC-02

NGARNANT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2020

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 have ADDITIONAL INSURED provisions or 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
Mourer Foster, Inc
615 N. Capitol Ave.
Lansing, MI 48933

CONTACT NAME: James Slear

PHONE (A/C, No, Ext): (517) 371-2300 219

FAX (A/C, No): (517) 371-7121

E-MAIL ADDRESS: jslear@mourer-foster.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Everest National Insurance company

INSURER B: FREMONT INSURANCE CO

13994

INSURER C: RSUI Indemnity Co.

22314

INSURER D: St Paul Travelers Insurance Company

25658

INSURER E:

INSURER F:

INSURED

Michigan Recreational
1091 Victory Drive
Howell, MI 48843

COVERAGES

CERTIFICATE NUMBER:

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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU Coverage GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER	X		CF8GL00171201	9/13/2020	9/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CAP002400906	9/13/2020	9/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X		NHA091363	9/13/2020	9/13/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	☒ 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	WCP001779506	9/13/2020	9/13/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	☒ Professional Liab			CF8GL00171201	9/13/2020	9/13/2021	1,000,000
D	☒ Inland Marine			QT6600P898988	9/13/2020	9/13/2021	Leased & Rented 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Holder is added as Additional Insured with respects to Liability.

CERTIFICATE HOLDER

Penchura LLC
889 S. Old US 23
Brighton, MI 48114

CANCELLATION

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



PENCLLC-02

KANDRICK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2021

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PRODUCER Mourer Foster, Inc 615 N. Capitol Ave. Lansing, MI 48933	CONTACT NAME: James Slear	
	PHONE (A/C, No, Ext): (517) 371-2300 219	FAX (A/C, No): (517) 371-7121
	E-MAIL ADDRESS: jslear@mourer-foster.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Penchura, LLC 889 S Old US 23 Brighton, MI 48114	INSURER A : Landmark American Insurance Co	33138
	INSURER B : FREMONT INSURANCE CO	13994
	INSURER C : RSUI Indemnity Co.	22314
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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
A	☒ COMMERCIAL GENERAL LIABILITY			LHA113062	9/12/2021	9/12/2022	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	☒ XCU		MED EXP (Any one person) \$ 5,000				
	☒ Ohio Stop Gap		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Ohio Stop Gap \$ 1,000,000
B	AUTOMOBILE LIABILITY			CAP001907910	9/12/2021	9/12/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS		BODILY INJURY (Per person) \$				
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
C	☐ UMBRELLA LIAB ☒ OCCUR			NHA095364	9/12/2021	9/12/2022	EACH OCCURRENCE \$ 3,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE		AGGREGATE \$				
	DED ☐ RETENTION \$		Aggregate \$ 3,000,000				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCP000971210	9/12/2021	9/12/2022	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N	N / A	E.L. EACH ACCIDENT \$ 500,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$ 500,000				
			E.L. DISEASE - POLICY LIMIT \$ 500,000				

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

CERTIFICATE HOLDER

CANCELLATION

FOR YOUR INFORMATION

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

National Recreation and Park Association

Let it be known that

LANCE SHIPMAN

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a



**Certified
Playground
Safety Inspector**

CHAIRPERSON

NRPA PRESIDENT AND CEO

October 05, 2020

DATE CERTIFIED

49705-1123

CERTIFICATION NUMBER

November 01, 2023

EXPIRATION DATE

A young boy is shown from the waist up, hanging from a horizontal bar on a playground structure. He is wearing a light-colored t-shirt and dark pants. His mouth is open in a joyful expression, and his right hand is reaching out. The background shows other parts of the playground and some trees, all under a blue overlay.

A HIGHER LEVEL OF INCLUSIVE PLAY[®]

IDEAS FOR BETTER
PLAYGROUNDS.
FOR ALL.

LS
landscape
structures[®]

THE FACTS OF THE MATTER

People with disabilities are the nation's largest minority group, and the only one that anyone can join at any time.

**6.7
MILLION**

The number of school-age children with disabilities.

- U.S. Department of Education, 2019

1 BILLION+

The number of people with disabilities in the world.

Nearly **15%** of the world's population.

- World Health Organization, 2018

74%

of parents believe it's important for their children to play with a variety of kids, including those with disabilities.

- Landscape Structures Inclusive Play Survey, 2014

ARTICLE 31

Children have the right to relax and play, and to join in a wide range of cultural, artistic and other recreational activities.

- The United Nations Convention on the Rights of the Child, 1989

**7 OUT
OF 10**

parents strongly agree that playground equipment should be designed so all children can play together.

- Landscape Structures Inclusive Play Survey, 2014

85%+

The number of adults with disabilities who report losing their jobs report doing so due to a lack of social skills.

- Elksnin & Elksnin, "Adolescents with Disabilities: The Need for Occupational Social Skills Training"; Exceptionality; Volume 9 No. 1 & 2; Pages 91-105.

NEARLY 40%

of grandparents provide child care for their grandchildren.

22%

provide care 25+ hours a week.

– *Grandparents: A Critical Child Care Safety Net.*
National Association of Child Care Resources & Referral Agencies

1 IN 700

babies are born with
Down syndrome every year.

1 IN 323

children have cerebral palsy.

– Centers for Disease Control and
Prevention, 2018

NEARLY 26%

of Americans have a disability
and the prevalence of disabilities
in adults increases with age.

– Centers for Disease Control
and Prevention and Disability
& Health Data System, 2019

1 IN 59

children have Autism Spectrum Disorder

– Centers for Disease Control and Prevention, 2018

15% A YEAR

Autism's rate of growth, making it the fastest growing disability

– Centers for Disease Control and Prevention, 2014

500,000+

troops have been wounded
in recent conflicts.

– Wounded Warrior Project

5% to 16%

of children are affected with
Sensory Processing Disorder.

– “Sensational Kids:
Hope & Help for Children with Sensory
Processing Disorder,”
Lucy Jane Miller, Ph.D., 2006



ACCESSIBILITY VS. INCLUSIVITY

In a survey we conducted with parents across the country, 57% mistakenly believed that playgrounds are required by the Americans with Disabilities Act (ADA) to include elements designed for children with Down syndrome, sensory disorders, and visual and hearing impairments.

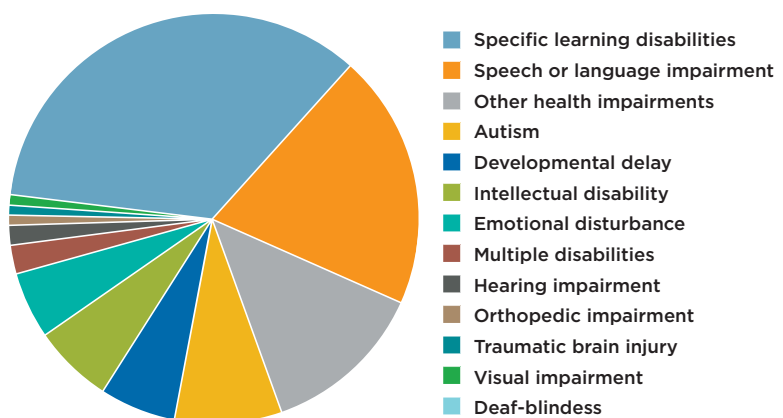
In reality, current ADA standards primarily require that playgrounds be accessible for those who use a wheelchair or other mobility aid.

We need to go beyond accessibility and design playgrounds that are truly inclusive.

Students with Disabilities

There are many types of disabilities
The **1%**
(Orthopedic Impairments)
that falls into the
ADA target

Source: National Center
for Education Statistics, 2019.



What is an inclusive playground? A universally designed, sensory-rich environment that enables all children to develop physically, socially and emotionally. An engaging place that provides the just-right level of challenge and offers opportunities to succeed. A well-designed place that addresses all levels of ability. A place that goes beyond minimum accessibility to create play experiences that meet a variety of needs and interests.

At an inclusive playground, children of all abilities can interact with each other and do what all kids want to do: play.

A valuable asset Investing in an inclusive playground can be a strategic boost for any community. Playgrounds that truly welcome everyone will attract countless visitors to your area.



UNIVERSAL DESIGN

A process that enables and empowers a diverse population by improving human performance, health and wellness, and social participation.

— *Center for Inclusive Design and Environmental Access (IDeA Center), University of Buffalo School of Architecture and Planning*

ROLL OUT THE WELCOME MAT

The benefits of inclusive playgrounds are far-reaching. They are also a welcome resource for parents with disabilities (wounded veterans, for example) and an aging caregiver population who want to interact with the children in their care.

You'll want to take a look at how accommodating your parking lots, restrooms and pathways are to people of varying abilities. That way, everyone can easily access your inclusive playground!

WHY EMBRACE UNIVERSAL DESIGN?

Because it benefits everyone regardless of condition. Applying Universal Design means taking away barriers, both physical and social. It provides principles for thoughtful design and helps create a place where all can play, learn and grow together.

“When children of any ability enter our playground, they are instantly engaged. The Landscape Structures playground speaks to every person, no matter what his or her ability level. It says, ‘I am here especially for you. Come try me out. We will have fun together! You will challenge yourself and you will succeed!’”

– Lucy Jane Miller, Ph.D., Founder of STAR Institute for Sensory Processing Disorder

Our design philosophy Landscape Structures creates inclusive playgrounds featuring activities that are age and developmentally appropriate, sensory stimulating and universally designed. Our design philosophy is influenced by the tenets of Universal Design, a theory of design that strives to make environments more usable, safer and healthier for all.

Our collaborative process engages your stakeholders, interprets community needs and ultimately results in a design that reflects your vision. To this we apply our extensive experience with inclusive play, infused by our ongoing research into empirical evidence-based best practices.

This process creates a strong foundation for inclusive playground design, incorporating scientific findings into the play experiences themselves as well as the overall design.

Sensory Play Through sensory play, all children discover their world and how to be successful in it. The broad play experiences from sensory-rich playgrounds allow children of all abilities to integrate and develop their senses. The more they play, the more they develop skills necessary to engage, change and impact the world around them.

THE SENSES AT PLAY

Tactile

How the world feels

Visual

How the world looks

Auditory

How the world sounds

Vestibular

How you balance within the world

Proprioception

Awareness of how your body is positioned within the world

Motor Planning

How you move through the world

Motor skill development that helps children attain mastery, self-esteem and physical competence.

Social/Imaginative

How you engage with the world

This is a byproduct of the senses at play. Successful integration of sensory information from the world allows children to develop healthy social and imaginative skills, leading to healthy engagement with the world around them.

SENSORY PLAY BUILDS A HEALTHY FOUNDATION FOR EVERY CHILD.

Playgrounds can offer many opportunities for children to further develop their physical, cognitive and social skills through sensory play. An inclusive design includes a balance of play experiences that are beneficial to children of all abilities, at all stages of development and at all levels of sensory engagement.

“The life of a child with special needs is changed by all of the folks who choose to say, ‘You matter, and I am going to take my creative energies and do something important for you.’ I am just grateful to everybody who puts their lives into making these kids’ lives better.”

– April Mills, Bremerton Beyond Accessible Play



SPINNING Multidimensional movements like spinning and rotating supply children’s brains with valuable, complex vestibular and proprioceptive information. This connects input from head and body position in space, helping children maintain proper body posture and balance while they play.

Consider equipment that offers thoughtful benefits like high-backed support (like on the OmniSpin® Spinner) or convenient wheelchair access (like the We-Go-Round®). Both of these also provide opportunities for interchangeable roles and group interaction.



We-Go-Round



OmniSpin® Spinner



Chill® Spinner

SWINGING The back-and-forth movement of swinging provides a child's nervous system with a wealth of visual, vestibular and proprioceptive stimulation as they learn how their bodies move in space and how much effort it takes to increase or decrease their speed.

Integrate many options for swinging to build the vestibular senses, including swings with different types of movement as well as opportunities for social play. And We-Go-Swing™ provides access to swinging fun without transferring out of a mobility device.

To see all of our inclusive play options, visit playlsi.com/inclusive-play

We-Go-Swing™



Friendship® Swing



Oodle® Swing

ZipKrooz® Assisted



MULTI-SENSORY PLAY It's important to provide all children with the opportunity to develop their senses at the right periods of their lives in order to foster proper development. For example, sensory play panels help children enhance their cognitive, tactile, sensory/motor, emotional/social and language skills with self-led exploration. The built-in elements on the interactive Sensory Play Center® encourage kids to explore a variety of textures, shapes, sounds, colors and imaginative moments.



Marble Panel® and Optigear Panel®

Sensory Play Center®



TACTILE A variety of tactile inputs helps children organize sensory information from the world around them. Manipulative media like sand and water pair creative play with an ideal sensory experience. And because they're fun, tactile play elements often help solo play progress into cooperative play.

To see all of our inclusive play options, visit playlsi.com/inclusive-play



Custom Sand Table



Custom Hippo Sprayer

SLIDING Sliding integrates multiple senses, including vestibular, tactile and proprioception. On the Rollerslide, the rollers provide a deep pressure tactile input that many children, especially those with sensory disorders, crave as a calming influence. Horizontal rolling like the Roller Table™ lets children slide back and forth on all sides of their bodies, which allows for proprioceptive and tactile stimulation, and challenges upper body strength.



Rollerslide



Roller Table™

MUSIC Music play is naturally calming and allows kids to feel successful. The easy roll-up access of the Rhapsody® chimes, metallophones and drums invites children of all abilities and families to make music together. The tuning of the melodic instruments makes every composition sound beautiful.

To see all of our inclusive play options, visit playlsi.com/inclusive-play



Cascata® Bells



Grandioso® Chimes

SOCIAL/IMAGINATIVE It's important to create opportunities for all levels of social interaction. Imaginative play is where children get to “try on” the many roles and activities of life. This helps develop “whole child” learning.

Components like the We-saw™ and Sway Fun® Glider encourage cooperation and build camaraderie as all play together. Components like the Cozy Dome® provide a place where children can slip away to explore quieter play adventures.



Smart Play® Market Cafe



We-saw™



Sway Fun® Glider



Cozy Dome®

SAFETY, COMFORT AND ACCESS The first step in building an inclusive playground is making sure it's accessible for all. By connecting play products and providing more equitable access with unitary surfacing and Double-Wide Ramps, children and adults of all abilities can reap the benefits of socialization and full participation on the playground.

It's just as important to create spaces that protect children from the elements, especially UV rays and high heat. CoolToppers® and SkyWays® shade products can be incorporated into the playground structure itself or as freestanding elements. *To see all of our inclusive play options, visit playlsi.com/inclusive-play*



Double-Wide Ramp



CoolToppers® and SkyWays® shade products



Since 1971, **Landscape Structures Inc.** has been the leading manufacturer of commercial playground equipment in the world. Our employee-owned company designs community and school playgrounds that encourage kids of all ages and abilities to learn persistence, leadership, competition, bravery, support and empathy through play. We push the limits—of design, inclusion, play—to help kids realize there is no limit to what they can do today and in the future. For a better tomorrow, we play today.

601 7th Street South, Delano, MN 55328 USA • 888.438.6574 • 763.972.5200 • playlsi.com

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structures

Livonia Inclusive Playground

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Livonia Inclusive Playground

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Livonia Inclusive Playground

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structures

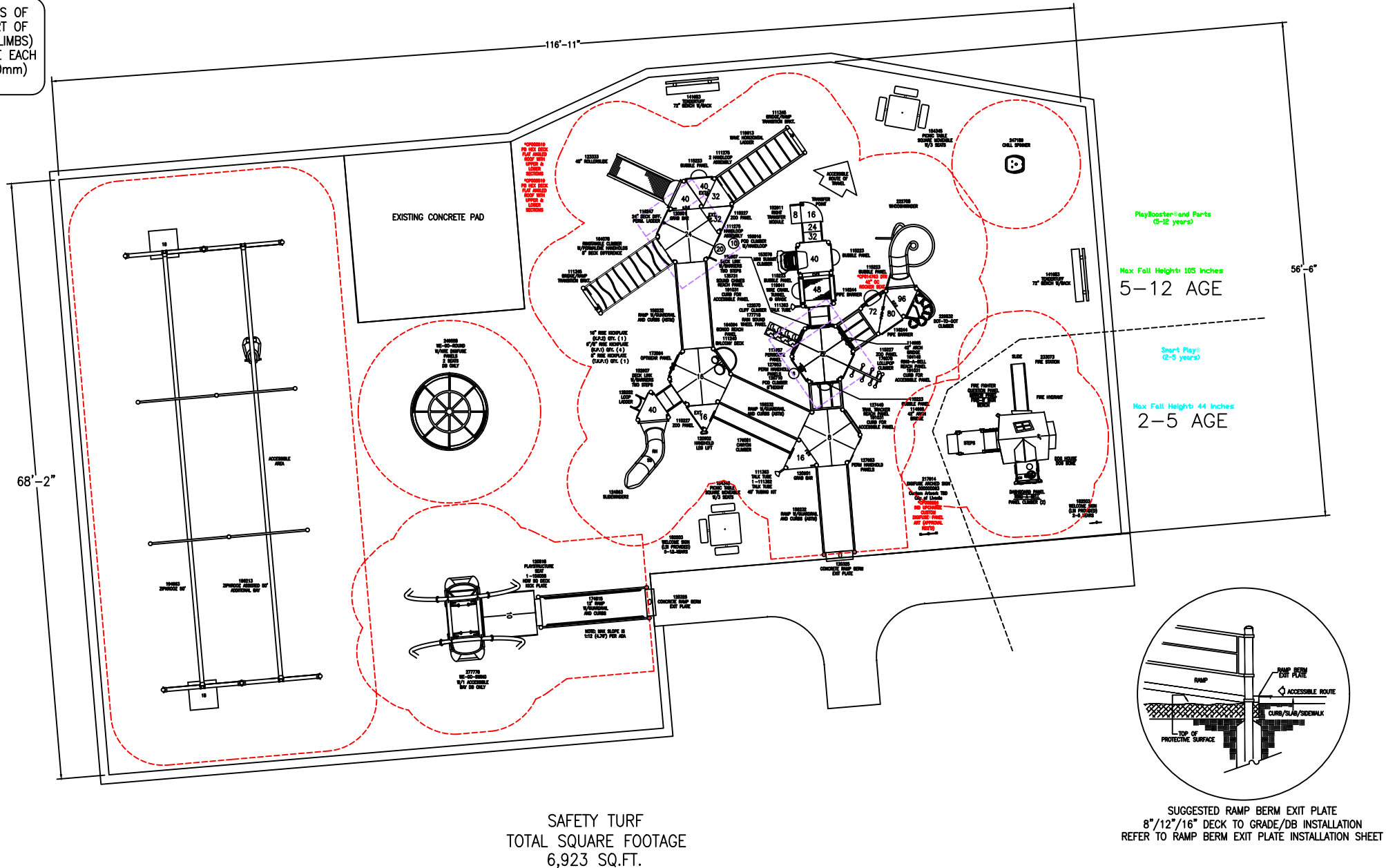
Livonia Inclusive Playground

1161303-01-03-05 • 01.28.2022

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Estimated manufacturing time:
10 weeks from the time of
LSI order acceptance, or receipt of
SkyWays release of fabrication
form if applicable.

*OVERHEAD OBSTRUCTIONS WITHIN USE ZONES OF
PLAYGROUND EQUIPMENT THAT ARE NOT PART OF
THE PLAY STRUCTURE (FOR EXAMPLE, TREE LIMBS)
SHALL BE AT LEAST 84 IN. (2130mm) ABOVE EACH
DESIGNATED PLAY SURFACE OR 84 IN. (2130mm)
ABOVE THE PIVOT POINT OF SWINGS.

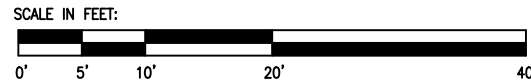


5-12 AGE

TOTAL ELEVATED PLAY COMPONENTS	24	
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	11	REQUIRED 6
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	12	REQUIRED 6
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	9	REQUIRED 8
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	8	REQUIRED 8

2-5 AGE

TOTAL ELEVATED PLAY COMPONENTS	9	
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED 0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	9	REQUIRED 5
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	4	REQUIRED 3
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	4	REQUIRED 4



Livonia
Inclusive Playground
Livonia, MI

Penchura, L.L.C.
Lance Shipman

SYSTEM TYPE:
PlayBooster & Smart Play
DRAWING #:
1161303-01-03



The play components identified on this plan
are IPMA certified. (Unless model number
is preceded with *) The use and layout of
these components conform to the
requirements of ASTM F1487. To verify
product certification, visit www.ipma.org

THIS PLAY AREA & PLAY EQUIPMENT IS
DESIGNED FOR AGES 5-12 YEARS
UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT
THIS PLAY AREA DOES CONFORM TO
THE A.D.A. ACCESSIBILITY STANDARDS,
ASSUMING AN ACCESSIBLE PROTECTIVE
SURFACING IS PROVIDED, AS INDICATED, OR
WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON
INFORMATION AVAILABLE TO US. PRIOR TO
CONSTRUCTION, DETAILED SITE INFORMATION
INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING
UTILITIES, SOIL CONDITIONS, AND DRAINAGE
SOLUTIONS SHOULD BE OBTAINED, EVALUATED, &
UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL
DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND
LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT,
AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES
SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT
HAS A CRITICAL HEIGHT VALUE TO MEET THE
MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF.
ASTM F1487 STANDARD CONSUMER SAFETY
PERFORMANCE SPECIFICATION FOR PLAYGROUND
EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT
REVISION). THE SUBSURFACE MUST BE WELL
DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY
IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER
FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

AREA OF
ACCESSIBLE/PROTECTIVE
SURFACING
(POURED-IN-PLACE SUGGESTED)

DESIGNED BY:
KAA
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LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH - P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-763-972-6091

1/24/22	1161303-01-02	KAA
1/13/22	1161303-01-01	KAA
Date	Previous Drawing #	Initials

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 16, 2022**

Meeting was called to order at 8:02 p.m. by President Jim Jolly. Present: Vice President Laura Toy (via conference phone), Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier; City Attorney, Thomas Goralski; Police Chief and Doug Moore, Assistant Director of Public Works.

12. REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND APPROVE CONTRACT WITH EVERWILD: Department of Parks and Recreation, re: for the design services that include a wayfinding system, and to guide and assist with specifications for fabrication for our parks and facilities, from budgeted funds.

Ted Davis, Superintendent of Parks and Recreation, presented the request to Council.

Scott Bahr referenced the style guide and asked for an explanation of the logo, indicating that the initial response was not favorable. Ted responded that it was a visual representation of what we offer, inside of an L for Livonia. It comes down to individual taste. The existing brand lacks meaning, and this is meant to have meaning behind it, to represent all of those things that we do. Scott asked about the design elements and what they are saying. Ted responded that it is spelled out in the style guide and would provide what each shape means in the L. Scott responded that he would like to see it.

Kathleen McIntyre stated that she liked the work done but disliked the graphic work. She expressed concern about giving this company a contract and not asking for bids. Ted responded that he valued the relationship they have with them and could go through the RFP process, but he feels they would come back to this firm. Kathleen stated that she has not received positive feedback.

Scott Bahr asked if the ship has sailed for the branding design decision. Ted responded that it was. Scott asked if there was a potential to unify the branding with the city or if they want unique branding. Ted stated that there could be a combination of the two. Scott stated that he regrets that the rebranding wasn't done all at once.

Scott Bahr offered an approving resolution for the REGULAR Agenda.

President Jolly asked about the signage for specific elements within the parks for each feature. He also asked how quickly this will be rolled out in the city. Ted responded that there would be more significant entry signs at larger parks, then a sign as a lower tier to signify a play area, then another tier down for neighborhood parks, along with consistent signage for amenities. President Jolly referenced the Sign Shop in DPW being used to mimic park signs, or if they would need to go through a vendor. Ted responded that it would be done with another contract and that the roll out would depend on funds. President Jolly asked if it would be this year. Ted responded that it would take multiple years.

Paul Bernier, City Attorney asked for clarification that Kathleen McIntyre did not offer a denying resolution for the Regular agenda.

DIRECTION:

APPROVING

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

12.

Parks and Recreation February 2, 2022

MEETING DATE

Study Meeting of
February 16, 2022

PREPARED BY

Ann Cox, Program Supervisor,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND APPROVE CONTRACT WITH EVERWILD: Department of Parks and Recreation, re: for the design services that include a wayfinding system, and to guide and assist with specifications for fabrication for our parks and facilities, from budgeted funds.

BACKGROUND

The Department of Parks and Recreation recently undertook the process of rebranding the department. During the past year we have worked with Everwild developing our brand platform, brand identity, and style guide for an updated logo and identity representing the department and community we serve.

For Council's review I have included the Brand Platform and Style Guide that includes our new logo. The new logo will be featured during the State of the City Address by Mayor Brosnan and we have already begun our transition to the updated logo for Spring. We are now asking Council to approve the next step in the process, new wayfinding for our parks and facilities. Everwild will provide design services that include a wayfinding system, guide and assist with specifications for fabrication. The proposed Wayfinding project is identified in Livonia Vision 21 as part of Healthy Communities.

Objective 4.4 Establish a marketing and branding campaign to increase awareness of Livonia's strong quality of life. Attached is their proposal.

RECOMMENDATION

We request that City Council waive the formal bidding process in accordance with the provisions set forth in Section 3.04.140.D.2.A. of the Livonia Code of Ordinances, as amended based upon Everwild's experience in developing the new logo and branding guidelines. It is also requested that the City Council authorize the Mayor and City Clerk to execute a contract in the amount of \$33,500.00 with Everwild, 1802 Perrysburg Holland Rd. Holland, OH 43528.

FISCAL CONSIDERATION

Sufficient funds are budgeted in account 208-756-813-000.

ATTACHMENTS

1. 1 Livonia Signage Proposal
2. 2 Everwild_Livonia_Brand-Platform_v2 (1)
3. 3 Livonia_BSM_Dec-2021

APPROVED BY



Ted Davis, CPRP, Superintendent of Parks and Recreation

Date: February 02, 2022



Michael Slater, Finance Director

Date: February 03, 2022



Maureen Miller Brosnan, Mayor

Date: February 03, 2022

Livonia | Wayfinding and Signage Design and Consulting Project

January 21, 2022

Overview

Livonia Parks and Recreation is a leading park district in the Detroit area serving a community of approximately 100,000 people. Livonia manages a variety of assets across the community including recreation centers, parks, athletic facilities and more.

Livonia Parks and Recreation has recently undergone a brand overhaul. Everwild has been asked to provide an estimate to apply the new brand design thinking to a system of wayfinding and signage that can be consistently applied across departmental assets.

Scope of Work

Signage and Wayfinding Storyboards

Everwild will start the engagement by providing a series of storyboards and inspiration for signage and wayfinding. Design storyboards and studies will include:

- Typographic options
- Use of color
- Use of icons or pictograms
- Cartography (map) style
- Overall architectural style and appropriate material choices

Wayfinding and Signage Design

After narrowing down the desired wayfinding direction (look and feel), Everwild will use the foundational elements of the Livonia brand and standards and inspiration from the previous step to create a distinct signage and wayfinding system that meets the long-term needs of the district.

Deliverables will include a system of design for the consistent application of the Livonia brand to:

- Monument and/or entrance signage
- General wayfinding
- Trailheads and trail markers
- Building signs

- Exterior
- Interior
- Interpretive signage
- Policy or public notice signage
- Facility markers (i.e. Field A, Dog Park, etc)

Note: *Final production and design of individual signs will be contracted on an as needed basis. We will work with the Livonia team once the overall design system, impacted signage inventory, and phased rollout plan has been determined. We are also happy to work in an advisory capacity allowing the fabrication partner to apply the system as prescribed.*

Fabrication and Installation Partner Support

Everwild will work with Livonia PARD to craft any language or other supporting information that may need to be used in an RFP to help identify a signage fabrication and installation partner. After a partner has been chosen, we will work with them to:

- Identify potential existing signage hardware solutions that meet the needs of the district, or work with the fabrication partner on custom fabrication when and where appropriate
- Specify appropriate materials and printing processes required for readability, aesthetics and longevity
- Adjust our design system accordingly to meet any functional requirements of the physical build, code, zoning or installation of PARD signage.
- Consult with fabrication partner on brand and design related requirements

Signage and Wayfinding Standards Manual

Once the design and fabrication specifications have been finalized, Everwild will provide a signage and wayfinding standards manual guiding future signage and wayfinding projects.

Timing

Here's an estimate of how much time we think it will take.

- | | |
|--|-----------|
| ● Storyboards / moodboards | 2 weeks |
| ● Wayfinding and signage system design | 6-8 weeks |
| ● Fabrication and installation partner selection to happen in parallel | 6-8 weeks |
| ● Signage and Wayfinding Standards Manual | 4 weeks |

Investment

Because your brand is a finely-tuned, tightly-maintained extension of who you are as an organization, any time put into improving or maintaining the brand is something we consider an investment.

- | | |
|---|----------|
| • Storyboards and wayfinding and signage systems design | \$22,500 |
| • Fabrication partner coordination and adjustments | \$6,500 |
| • Wayfinding and signage standards manual | \$4,500 |
| • Final production files for each signage application TBD | Hourly |

Unless outlined above, costs do not include outside third-party costs like fabrication, installation, travel or courier charges. Any and all third-party costs will only be executed with client permission.

All third-party costs secured and financed by Everwild will be subject to a 15% agency fee.

Everwild bills monthly for work completed. Any items outside this scope will be billed at our hourly rate of \$150, or at a negotiated project rate for larger requests.

A project start fee equal to 20% of the total estimated project cost is due upon project initiation.

This quote is valid for 90 days from the date of this proposal.

Let's get started

By signing, I accept & agree to this scope of work, and authorize Everwild to begin the project.

X_____ Date_____

Ted Davis, CPRP
Superintendent of Parks and Recreation
City of Livonia | Parks and Recreation Department

Thank you!

Mary Charles Woodward
Principal and Account Executive
marycharles@everwildcreates.com
419.464.7679



Livonia Parks and Recreation

BRAND PLATFORM

Everwild

Curious By Nature

03 Introduction

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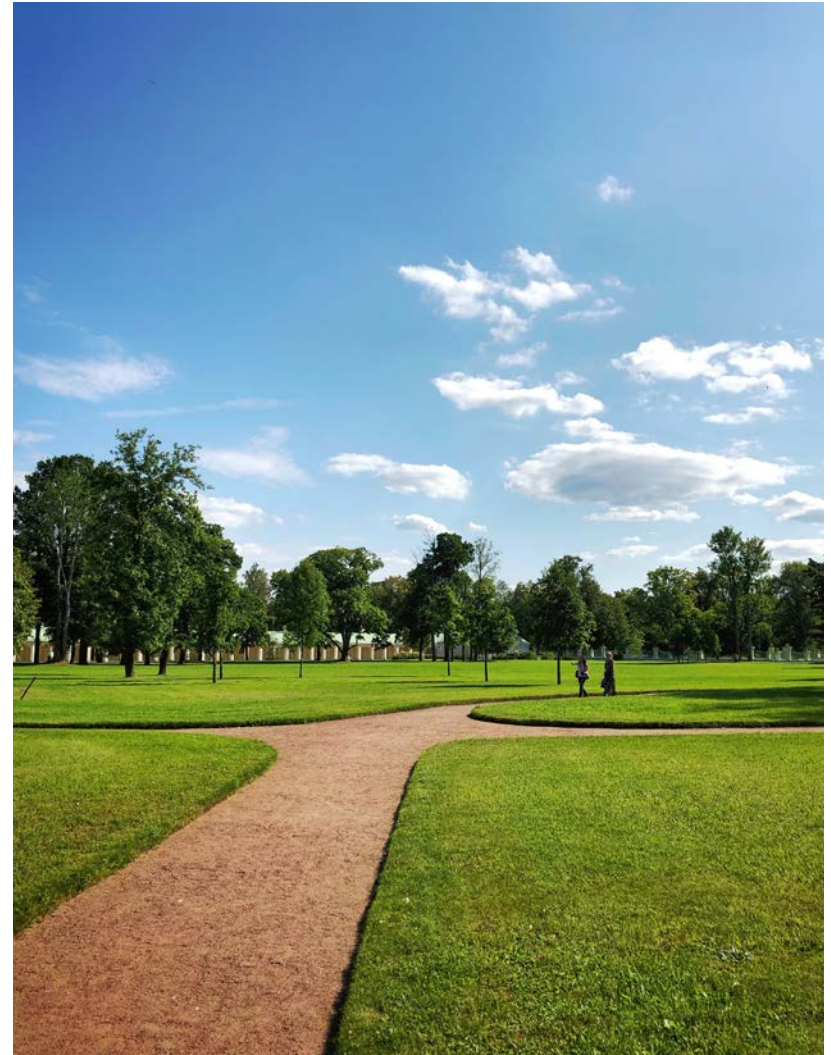
INTRODUCTION

Overview

The power of the Livonia Parks and Recreation brand is found in its visual and verbal expression, both in media and in person. The weight of the brand lies in its consistency. Every piece of marketing, every conversation, every facet of communication should reflect the Livonia Parks and Recreation brand.

You can feel the difference in the air—from baseball and hockey games to the history on display at Greenmead to card games at the Senior Center. Let's hear what makes Livonia Parks & Recreation essential to the community's quality of life reflected in every message. Repeated by every resident. Recited effortlessly by every staff member.

You have a vision for Livonia Parks and Recreation. Now let's create a clear and unifying brand.



INTRODUCTION

Brand Platform

Livonia Parks and Recreation's legacy extends to golf courses, an archery range, community recreation center and 60 park sites. Our parks and trails are great places for families and groups to gather for escape, picnics and outdoor activities. Our recreation facilities are hubs for exercise, team sports and connection between friends. The work we do contributes to the community's health and wellness—and is essential to our quality of life.



MISSION, VISION, VALUES

Brand Mission

The mission of Livonia Parks and Recreation is to have safe and enjoyable parks that are designed and maintained to provide the highest amount of pleasure and satisfaction to residents. The Livonia Parks and Recreation brand will raise awareness of parks, facilities and programming that make life better; promote the value they impart; and encourage even greater participation.



MISSION, VISION, VALUES

Brand Vision

Livonia is a terrific place to live. Our community takes pride in a pleasant, full and enriching quality of life. Livonia Parks and Recreation will continue to maintain, update, and improve parks and recreation facilities for the benefit of both current and future generations of Livonia's people.



MISSION, VISION, VALUES

Brand Values

Brand Value Proposition

Livonia offers over 1,389 acres of open space for recreation, a superlative recreation center, swimming pools, ice arenas, and so much more. The readily accessible parks, recreation and programming means a happier, healthier Livonia with economic impact measured in enhanced property values, tax revenue, and health care cost savings. All this activity, connection and camaraderie is available to the people of Livonia at a tremendous value, especially compared to the cost of private gyms and other venues.

Brand Promise

From natural open spaces to fitness and exercise to education and programming, Livonia Parks and Recreation is here for the enjoyment of every man, woman and child in Livonia and a primary contributor to the area's remarkable quality of life.

Brand Purpose

The purpose of the Livonia Parks and Recreation brand is to create a consistent, cohesive voice internally and externally. Consistent, cohesive and visible Livonia Parks and Recreation messaging and branding will generate both greater awareness, greater participation and greater appreciation.

Brand Positioning Statement

Livonia Parks and Recreation means a happier, healthier and more active Livonia at a tremendous value to its citizens.

BRAND COMMUNICATION

Spirit Lines

“Live Better”

PLAY MORE

Do more
Live better
Livonia Parks and Recreation

SEE MORE

Experience more
Live better
Livonia Parks and Recreation

LEARN MORE

Laugh more
Live better
Livonia Parks and Recreation



BRAND COMMUNICATION

Implied Benefits

More Park-Per-Person

Livonia Parks and Recreation oversees approximately 1,400 acres of land for the enjoyment of its residents—in addition to the 130,000 square foot recreation center, the Senior Center and other facilities. The abundance of recreational space reflects the commitment of the city and the department to the people of Livonia.

Competing Against Complacency

Some of the Livonia Parks and Recreation Department's biggest competitors are lethargy, gaming and online activities that compete for more and more attention, especially among the younger generations.



BRAND COMMUNICATION

Implied Benefits

Impact Beyond Health

In addition to the positive impact on the health and wellbeing of Livonia's people, the economic impact of Livonia Parks and Recreation is felt across the community. A quality parks and recreation department attracts visitors, creates jobs, and enhances property values.

Value Beyond The Virus

During the pandemic Americans re-discovered the value of getting outdoors, of reconnecting with nature, of exercise and enjoying their parks. We have the opportunity to ensure that appreciation never fades, and remains a facet of everyday life.



BRAND ATTRIBUTES

Brand Pillars

Quality
of Life

Service

History

Health &
Wellness

Play

PILLAR NO. 1
QUALITY OF LIFE

Quality Parks and Recreation Reflect *Quality of Life*

By every account, Livonia is a terrific place to live—and the livability of any community is due in no small part to the quality of its parks and recreation. From Kirksey Recreation Center to the Senior Center to nature preserves and trails, Livonia Parks and Recreation offers an abundance of open spaces and facilities for health, well being, connection and fun! All the ingredients that make Livonia a great place to call home.

PILLAR NO. 2
SERVICE

Parks and Recreation *is Service-Driven*

Collectively and individually, the people of Livonia Parks and Recreation connect deeply with members and residents. The people of the department are here to serve you, and continually update your parks by maintaining and making improvements to equipment and facilities. Livonia Parks and Recreation strives for excellence through continuous improvement and innovation.

PILLAR NO. 3
HISTORY

History Comes To Life At Greenmead

Greenmead delves deep into the roots of the community and stands as both a monument to Livonia's past as well as a testament to ways parks and recreation centers everywhere can provide year-round educational opportunities for visitors. Highly unique among parks and recreation facilities, the 95-acre site has served as the historical epicenter of Livonia since its purchase in 1976, and represents the opportunity to step back in time in the midst of modern day Livonia.

PILLAR NO. 4
HEALTH AND WELLNESS

Plenty Of Ways To *Wellness*

When you think of wellness as it pertains to parks and recreation, you generally think of physical fitness. At Livonia Parks and Recreation, it's exercise and then some. Our facilities and the vast variety of programming are aimed at promoting seven dimensions of wellness, including: physical, intellectual, environmental, vocational, social, emotional, and spiritual wellness.

PILLAR NO. 5
PLAY

Fun At Every Age

Livonia Parks and Recreation offers something for everyone at virtually every stage of life. The city's 1,389 acres of land includes three 18-hole courses, one archery range, one community recreation center and 60 park sites. From the skateboard park to the senior center—no matter your interest, and no matter your age—Livonia Parks and Recreation invites you to come out and play.

BRAND ATTRIBUTES

Core Attributes

Words to describe Livonia Parks and Recreation can be grouped into four primary categories:

Community

Personal
Connective
Quality of Life
Balanced
Inclusive
Collaborative
Safe
Enjoyable

Healthy

Active
Energized
Engaging
Playful
Fun
Wellness
Variety
Natural
Inviting

Valuable

Accessible
Affordable
Accountable
Accommodating
Essential
Imaginative
Service Driven
Treasured

Historic

Responsible
Stewardship
Preservation
Educational
Cultural
Undiscovered
Heritage
Legacy

BRAND ATTRIBUTES

Language

The language of Livonia Parks and Recreation is simple, friendly and efficient. There should be way less “we” and lots more “you,” as messages are always directed toward the primary audience, our members and the residents of Livonia.



BRAND ATTRIBUTES

Personality

The personality of Livonia Parks and Recreation reflects the personality of Livonia's people. Hard working. Confident. Optimistic. And thoroughly likable. Our personality is energetic but not breathless. Self-assured but not boastful. Informative but not hyperbolic.



BRAND ATTRIBUTES

Tone of Voice

The voice of Livonia Parks and Recreation is always positive. As the bringer of good news, Livonia Parks and Recreation delivers messaging in a friendly, approachable, happy and sometimes fun tone of voice.







Mary-Charles Woodward

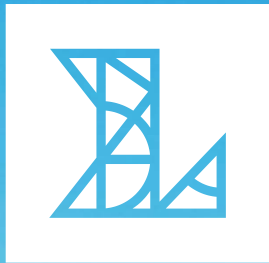
ACCOUNT EXECUTIVE

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Livonia

PARKS & RECREATION



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Brand Platform

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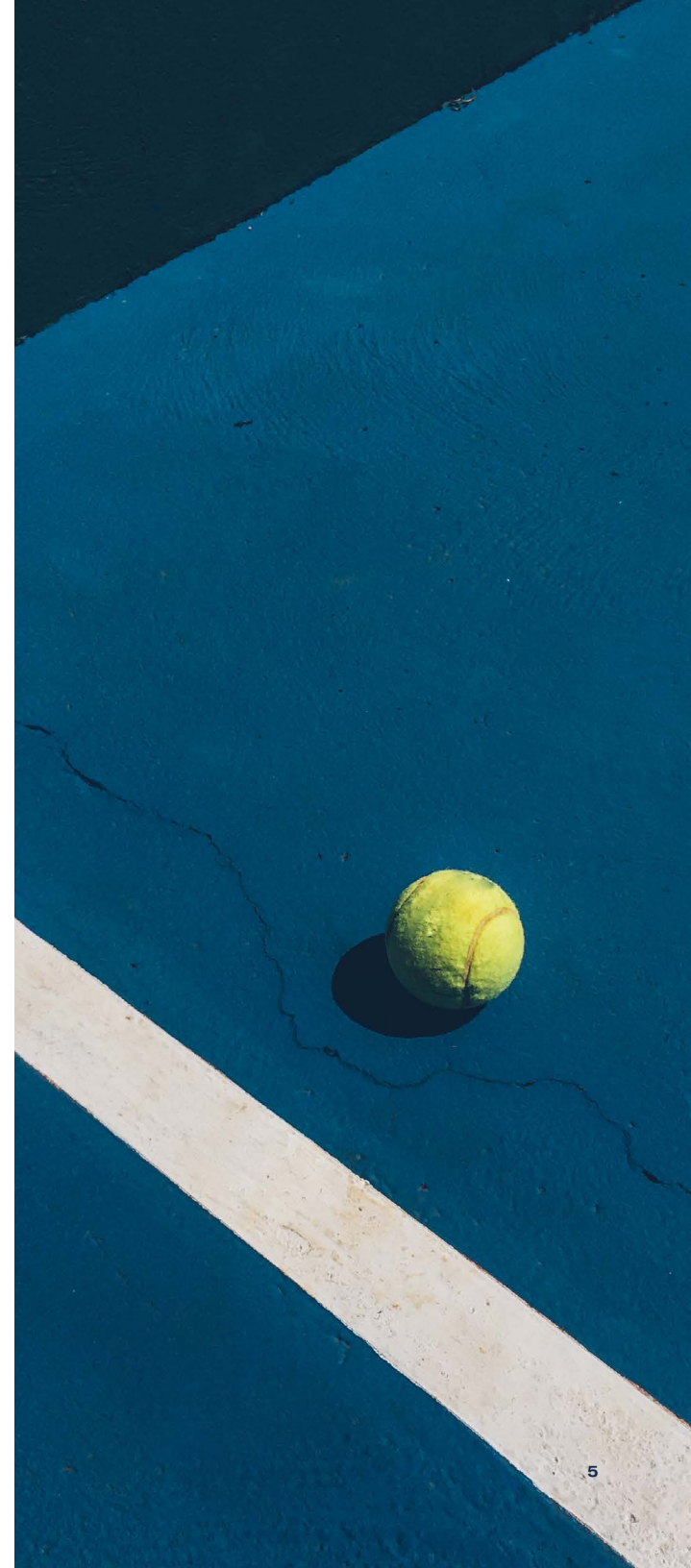
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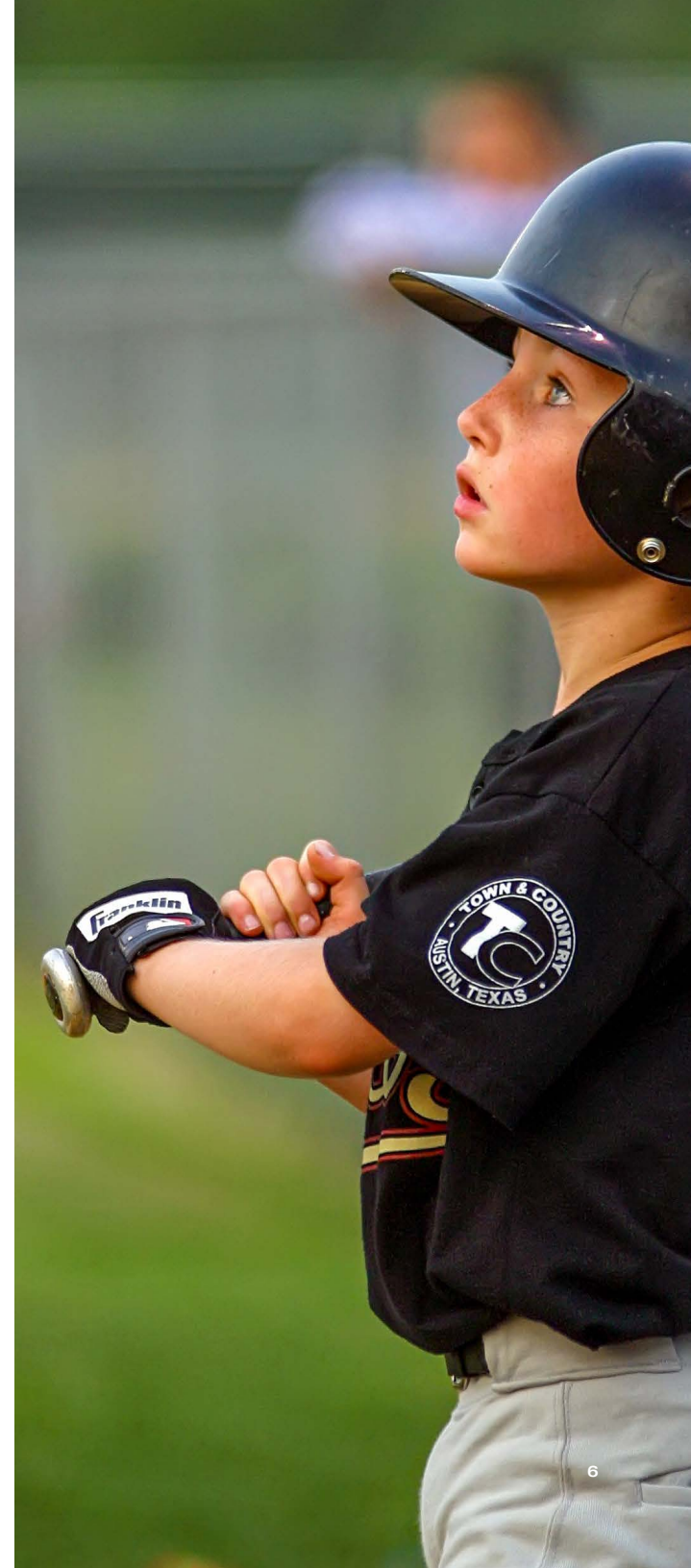
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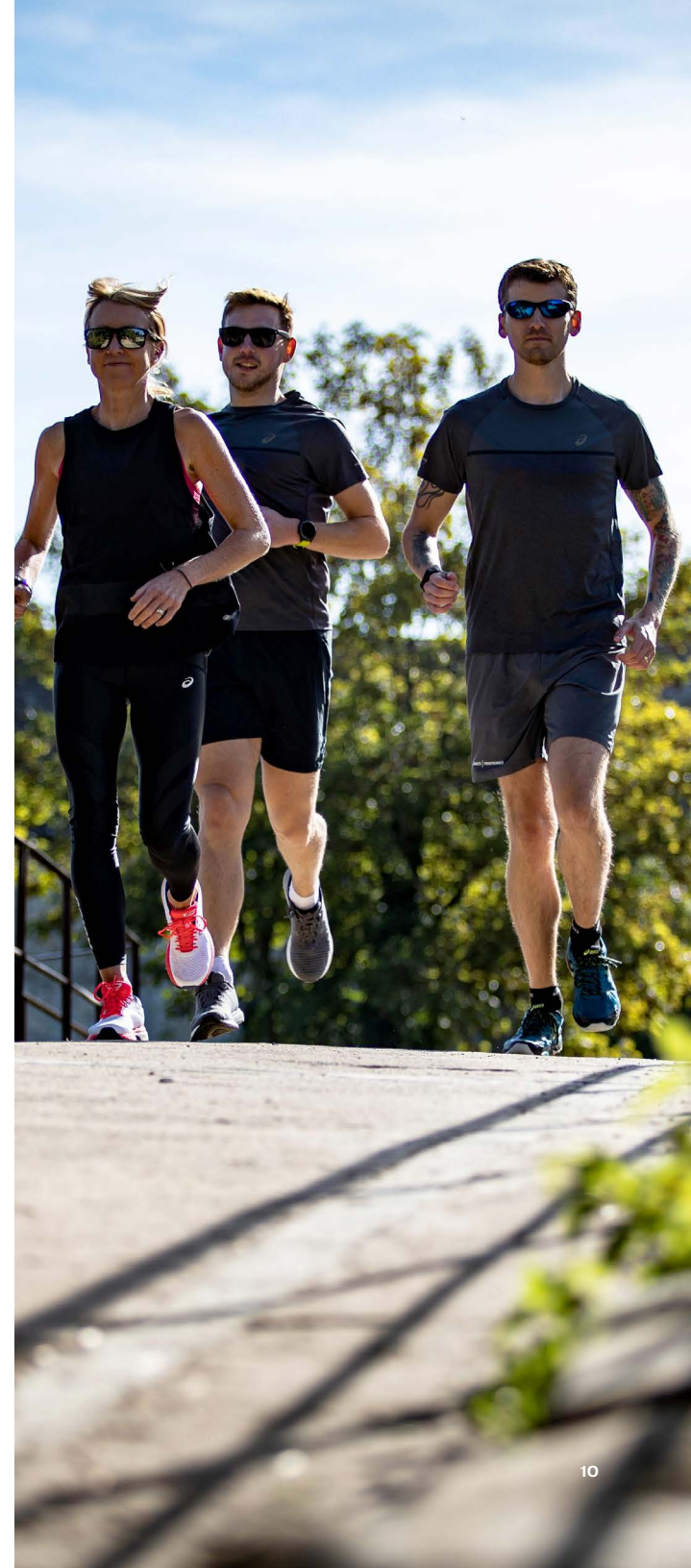
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Quality of Life

Service

History

Health & Wellness

Play

Brand Attributes

Brand Pillars

QUALITY OF LIFE

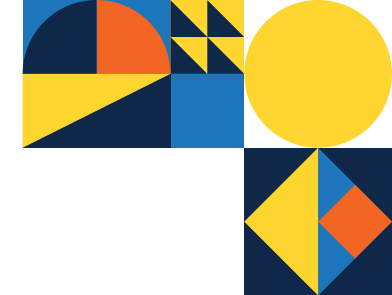
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Logos

The Livonia Parks and Recreation logo is the most commonly consumed visual representation of our brand.

As such, it should be used in all communications generated on behalf of the organization. Appropriate and consistent usage of this mark is essential to the proper communication of our brand and our associated identity.



Primary Logo: Vertical

Like a personal signature, the Livonia Parks and Recreation logo must be consistent in all printed and digital communications.

Always place the logo on a plain background, never against a busy photo or pattern.

Clear Space

The Livonia Parks and Recreation Vertical logo should always be surrounded by enough space to stand out and ensure a strong presence.

As a rule of thumb, objects or graphic elements should not be closer than half the width of the icon (x).



Primary Logo Variations

FULL COLOR



ONE COLOR



ONE COLOR REVERSAL





Do not alter the colors.



Do not stretch the logo vertically.



Do not alter the typeface.



Do not alter the layout.



Do not stretch the logo horizontally.



Do not rotate the logo.

Primary Logo Misuses

It's important to always adhere to the established guidelines for configuration, color and clear space when representing the Livonia Parks and Recreation logo.



Secondary Logo: Horizontal

Like a personal signature, the Livonia Parks and Recreation logo must be consistent in all printed and digital communications.

Always place the logo on a plain background, never against a busy photo or pattern.

Clear Space

The Livonia Parks and Recreation Horizontal logo should always be surrounded by enough space to stand out and ensure a strong presence.

As a rule of thumb, objects or graphic elements should not be closer than half the width of the icon (x).



Secondary Logo Variations

FULL COLOR



ONE COLOR



ONE COLOR REVERSAL





Do not alter the colors.



Do not stretch the logo vertically.



Do not alter the typeface.



Do not alter the layout.



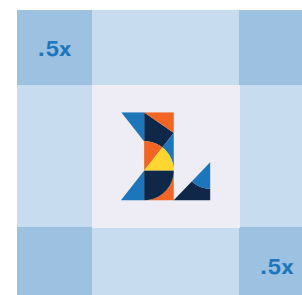
Do not stretch the logo horizontally.



Do not rotate the logo.

Secondary Logo Misuses

It's important to always adhere to the established guidelines for configuration, color and clear space when representing the Livonia Parks and Recreation logo.



The Livonia Parks and Recreation Icon

The Livonia Parks and Recreation icon must be consistent in all printed and digital communications.

Clear Space

Unless anchored into a corner of a photo or presentation slide, objects or graphic elements should not be closer than half the width of the icon (x).



Icon Variations

FULL COLOR



ONE COLOR



ONE COLOR REVERSAL





Do not alter the colors.



Do not stretch the icon vertically.



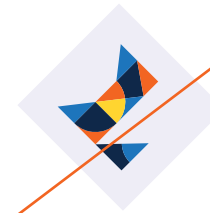
Do not alter the typeface.



Do not alter the layout.



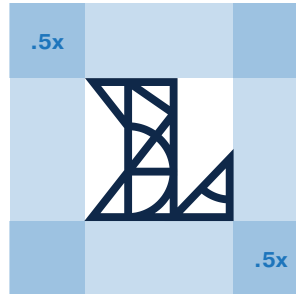
Do not stretch the icon horizontally.



Do not rotate the logo.

Icon Misuses

It's important to always adhere to the established guidelines for configuration, color and clear space when representing the Livonia Parks and Recreation icon.



Athletic Icon

The athletic icon is the outlined version of the mosaic L from the icon, allowing it to relate directly to the lines on sports fields and courts.

Always place the athletic icon on a plain background, never against a busy photo or pattern. The athletic icon will always stand alone and is never to be paired with the logotype.

As a rule of thumb, try to keep other elements at least half the icon's width away from it. Never place the icon against an edge.



Minimum Sizes

The minimum size of all forms of the logo revolves around the legibility of the secondary type reading “Parks & Recreation.”

The minimum sizes of the icons revolve around the legibility of the mosaic L.

Specifications

- The minimum size of the primary logo is 1 inch wide
- The minimum size of the secondary logo is 1.5 inches wide
- The minimum size of the icon is 0.5 inch wide
- The minimum size of the athletic icon is 0.25 inch wide



Color Palette

A color palette has been developed to support the Livonia Parks and Recreation brand and identity.

The palette features primary, secondary, and tertiary colors for both print and digital applications. This extended palette allows for flexibility of design. To ensure consistency of brand image, it is important that these color variants are met when creating any communication tools used to promote the Livonia Parks and Recreation brand.

PANTONE AND CMYK

These values are provided for each color as a baseline for printing.

HEXCODES AND RGB

These values are provided for use when creating communication tools that will appear on-screen.

Color Proportions

The primary palette consists of the four colors that make up the logo, and will be the most recognizable colors of the brand.

The secondary color palette is provided to use in support of the primary color palette, with limited application.

The tertiary color palette is provided to use in support of the primary and secondary color palette. The application of these colors should also be limited and never used as full-flood colors.

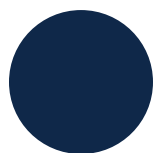
60-30-10 RULE

Following the 60-30-10 rule of thumb, you'll want to use the primary colors 60% of the time, the secondary colors 30% of the time, and the tertiary colors 10% of the time.

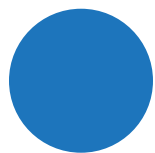


Color Values

Primary Colors



Navy
C 99 M85 Y43 K43
Pantone 2188 C
R15 G40 B73
Hex # 0f2849



Blue
C 85 M50 Y0 K0
Pantone 2184 C
R29 G117 B188
Hex # 1d75bc



Yellow
C 0 M15 Y90 K0
Pantone 7404 C
R255 G213 B48
Hex # ffd530



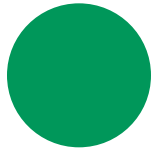
Orange
C 0 M75 Y100 K0
Pantone 1645 C
R242 G101 B34
Hex # f26522



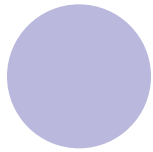
Secondary Colors



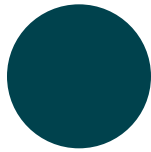
Gray
C 5 M 5 Y 0 K 0
Pantone 663 C
R238 G237 B246
Hex # eedf6



Emerald
C 86 M 19 Y 87 K 0
Pantone 340 C
R0 G151 B90
Hex # 00975a



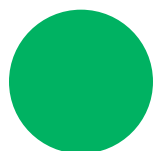
Lilac
C 25 M 25 Y 0 K 0
Pantone 270 C
R186 G184 B220
Hex # bab8dc



Dark Green
C 95 M 60 Y 53 K 41
Pantone 316 C
R0 G66 B77
Hex # 00424d

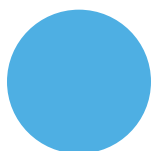


Tertiary Colors



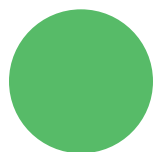
Medium Green

C 80 M 0 Y 85 K 0
Pantone 2257 C
R 0 G 178 B 98
Hex # 00b262



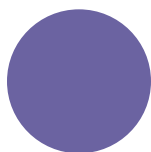
Light Blue

C 63 M 14 Y 0 K 0
Pantone 298 C
R 78 G 175 B 227
Hex # 4eafe3



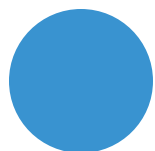
Light Green

C 67 M 0 Y 87 K 0
Pantone 2269 C
R 87 G 187 B 104
Hex # 57bb68



Medium Purple

C 67 M 68 Y 0 K 0
Pantone 272 C
R 107 G 99 B 161
Hex # 6b63a1



Medium Blue

C 73 M 31 Y 0 K 0
Pantone 2925 C
R 57 G 147 B 208
Hex # 3993d0



Light Purple

C 47 M 49 Y 0 K 0
Pantone 271 C
R 142 G 132 B 191
Hex # 8e84bf



Typography

When producing communication materials on behalf of Livonia Parks and Recreation, the consistent and correct use of typefaces (fonts) is critical to maintaining the appropriate image for the brand.

As such, we have identified a type family to be used in all branded materials, as well as a secondary typefaces for shared applications that will best suffice for formats that don't allow users to access the primary type family.



PRIMARY TYPEFACE: BELY DISPLAY

Aa Zz

The Bely Display typeface has been selected as the primary brand typeface used in all professionally designed applications. The font is a good blend of historical and modern, celebrating the heritage and future of Livonia Parks and Recreation.

Bely Display can be purchased through subscription to the Adobe Creative Cloud, or from the foundry TypeTogether.

Bely _____ **Display**

SECONDARY TYPEFACE: PRAGMATICA EXTENDED

Aa Zz

The Pragmatica type family has been selected as the secondary brand typefamily to be used in all professionally designed applications. Specifically, the extended variation that is used in the logo lock up, will serve as the secondary typeface in all applications, establishing visual hierarchy through use as subheads. Pragmatica book is to be used as body copy in all designed applications.

Pragmatica can be purchased through subscription to the Adobe Creative Cloud, or from the foundry Paratype.

Pragmatica Extended _____ **Medium, Bold**
Pragmatica _____ Book, **Bold**

ALTERNATE PRIMARY TYPEFACE: GEORGIA

Aa Zz

Whenever possible, the primary and secondary typefaces should be used in professionally designed applications.

Since the availability of these typefaces cannot be insured or regulated in all cases, Georgia and Arial have been selected as alternatives. The usage of these typefaces, while not within the selected typography families, is preferred to messages being displayed in random default typefaces.

Georgia _____ **Bold**

ALTERNATE SECONDARY TYPEFACE: ARIAL

Aa Zz

Note:

Georgia should only be chosen when Bely Display cannot be used. Likewise, Arial should only be chosen when Pragmatica cannot be used.

Arial _____ Regular, **Bold**

WHITE BACKGROUND

H1 Header 32 pt +

H2 Subhead 22pt +

Body Copy 16pt-

LIST HEADER/ H4 14PT+

- List Copy 16pt+

NAVY BACKGROUND

H2 Header 22pt+

H3 SUBHEADS 18PT +

Body Copy 16pt +

H4/BUTTON

WCAG Compliance

The Web Content Accessibility Guidelines (WCAG) are part of a series of web accessibility guidelines published by the main international standards organization for the Internet.

Specific color combinations have been set to ensure that Livonia Parks and Recreation's digital presence is WCAG compliant. These combinations meet the international standards organization for the Internet and will be legible in all digital applications.

Primary Colors

Above are examples of color combinations from the primary color palette. In digital applications, it's encouraged to use primary colors 60% of the time to create brand recognition.

Likewise, the examples above feature different levels of hierarchy to establish how color works within different scenarios.

BLUE BACKGROUND

H1 Header 32 pt +**H2 Subhead 22pt +****H3 SUBHEADS 18PT +**

Body Copy 16pt+

YELLOW BACKGROUND

H2 Header 22pt+**H3 SUBHEADS 18PT +**

Body Copy 16pt +

LIST HEADER/ H4 14PT+

- List Copy 16pt+

Primary Colors

Above are examples of color combinations from the primary color palette. In digital applications, it's encouraged to use primary colors 60% of the time to create brand recognition.

Likewise, the examples above feature different levels of hierarchy to establish how color works within different scenarios.

EMERALD BACKGROUND

H1 Header 32 pt +**H2 Subhead 22pt +**

Body Copy 16pt+

H4/BUTTON

GRAY BACKGROUND

H2 Header 22pt+**H3 SUBHEADS 18PT +**

Body Copy 16pt +

H4/BUTTON

Secondary Colors

Above are examples of color combinations from the secondary color palette. In digital applications, it's encouraged to use these colors 40% of the time to add to brand recognition.

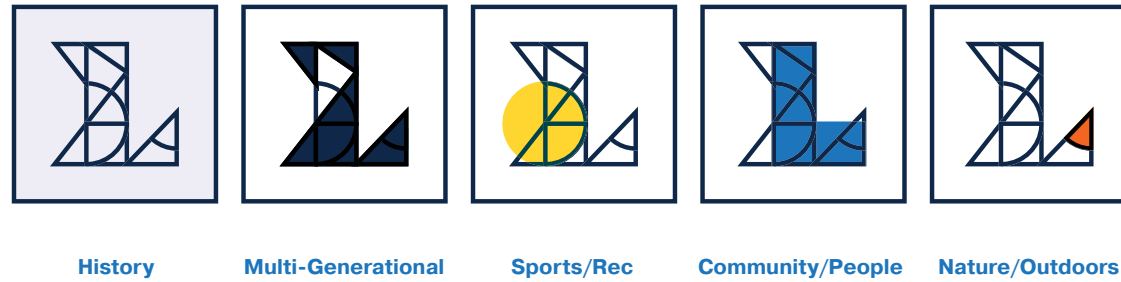
Likewise, the examples above feature different levels of hierarchy to establish how color works within different scenarios.

5

Look Elements

Look elements have been developed to support the Livonia Parks and Recreation brand and identity. The look elements include a pattern and athletic line illustrations, for both print and digital applications.

Appropriate and consistent usage of these look elements is necessary when creating any communication tools used to promote the Livonia Parks and Recreation brand.

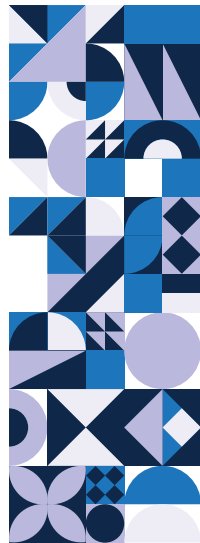


Patterns

Created with the same geometry of the logo, the Livonia Parks and Recreation Pattern consists of simple shapes that come together and represent the community of Livonia. These simple shapes relate directly back to the icon geometry. Two multicolored patterns are provided, along with three monochromatic patterns.

Pattern Rules

- Do not alter the colors
- Do not alter the artwork
- Do not alter the layout
- Do not stretch the pattern vertically
- Do not stretch the pattern horizontally
- Do not rotate the pattern



Multicolored Patterns



Monochromatic Patterns

Multicolored Patterns

Both a warm and a cool multicolored pattern are provided for seasonal use within the brand. The warm pattern—derived from the colors within the logo—is the primary pattern for Livonia Parks and Recreation and should be used in applications that last all year, in addition to seasonal ones. One example of this could be a vehicle decal.

Monochromatic Patterns

Three different monochromatic patterns are provided as accent patterns and are to be used when creating compositions of like color. Within these compositions, these monochromatic patterns will be subtle ways to infuse the brand personality, without creating jarring color combinations.



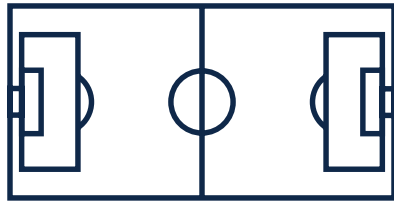
Pattern Pieces

Pattern pieces are provided to be used in rectangular printed or digital applications. Each piece will be available in both multicolored, and all monochromatic color schemes. These pieces provide flexibility within design as they were created to work together within top corners, vertical alignment, and horizontal alignment. When more than one pattern piece is used in an application they must be the same proportions.

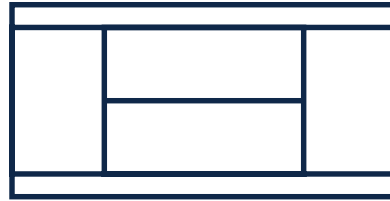
Full-Flooded Pattern

The full pattern should be used sparingly as a background on printed or digital applications. Type should never be placed over the pattern as it will not be legible. Only the multicolored patterns are to be used as full flooded designs.

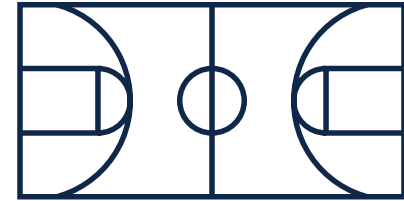
An example of the Full-Flooded Pattern can be found on the back cover of this document.



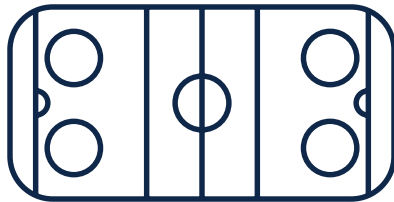
Soccer



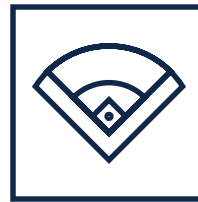
Tennis



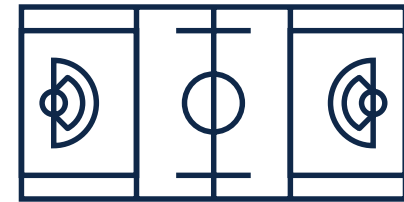
Basketball



Hockey



Baseball



Lacrosse

Athletic Line Illustrations

Created with outlines that relate directly to the Livonia Parks and Recreation athletic icon, the athletic line illustrations should only be used with applications that are athletic in nature.

Icon Rules

- Do not alter the colors
- Do not alter the artwork
- Do not alter the layout
- Do not stretch the icon vertically
- Do not stretch the icon horizontally
- Icons can only be rotated 90°, 180°, or 270°

6

Photography

Along with color and type, photography plays an integral part to the look of the brand. Photography should be high quality, contemporary and should portray subjects in the highest regard.

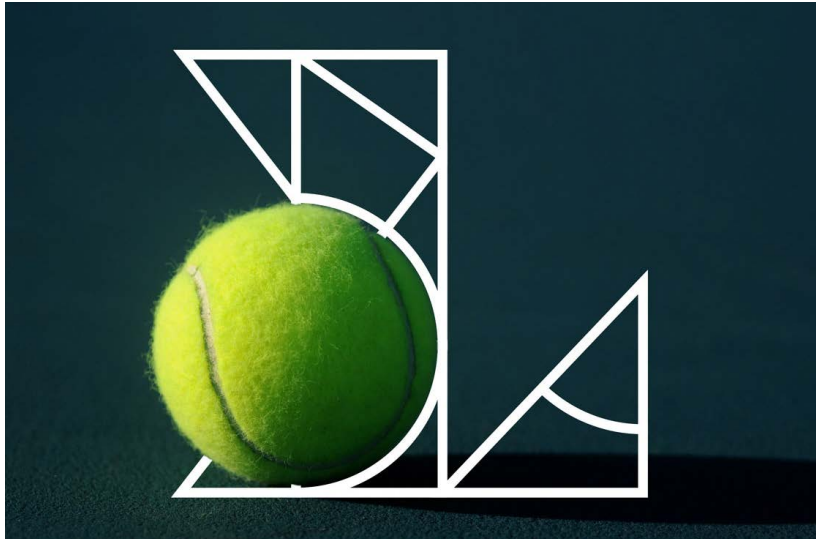
All images used in Livonia Park and Recreation materials should be chosen to visually represent the Brand Pillars: Quality of Life, Service, History, Health & Wellness, and Play. These images will be supported by the layout and text to convey the park's dynamic culture.



Visual Representation

When using photographs to visually represent the brand, it is important to follow these guidelines:

- Choose photographs that utilize natural lightning.
- Avoid shots that appear overly processed or digitally manipulated.
- Avoid shots that appear overly posed / set-up. It is important to portray the subject with a natural, relaxed attitude, in a real-life situational environment.
- Avoid shots with cluttered backgrounds / foregrounds that distract from the subject.



Photography Styles

Photography styles are a special application and should be used on a limited basis. It's important to follow the established rules for photography and consider the final application before using the provided styles in this way. Potential applications for these styles include posters, social posts, or large scale graphics, where the photo and treatment will be equally recognized.

Athletic Icon + Illustrations

The athletic icon paired with athletic line illustrations should only be used on recreational photography that displays either components of a sport or people participating in a sport. If the capabilities to weave the athletic icon or illustrations in and out of photo parts are not available, then the elements may be placed over imagery in an area where it's not too distracting. At least 50% transparency is encouraged for the use of the element in this situation.



Patterns

Only pattern pieces are to be placed over photography. Any color combination can be used, as long as it matches the color scheme of the photo it's placed over.

Pattern pieces should always line up against an edge and never be free standing. Do not place over focal point of image or people's faces.

Contact Information:

This graphic standards manual outlines and provides the general framework for consistent application of Livonia Parks and Recreation's brand. However, for additional information and/or guidance on using these guidelines please contact:

Josh Sabo

**DIRECTOR OF
COMMUNITY RESOURCES**

City of Livonia | Community
Resources & Communications
(734) 466-2534
jsabo@livonia.gov







LETTER TO THE LIVONIA CITY COUNCIL

18.

Parks and Recreation February 4, 2022

MEETING DATE

February 28, 2022

PREPARED BY

Ann Cox, Program Supervisor,

AGENDA ITEM

ACCEPTANCE OF DONATIONS: Department of Parks and Recreation, re: cash and gifts from various contributors to be used for the purposes as designated by donors.

BACKGROUND

The Department of Parks and Recreation has received the attached donations. In accordance with IRC Sec. 170 (c)(1), the City of Livonia is in receipt of these donations and will use them exclusively for public purposes. The City of Livonia has not furnished any benefits or provided services to be valued in consideration of these gifts.

RECOMMENDATION

We respectfully request that the Livonia City Council accept these donations.

FISCAL CONSIDERATION

The Department further requests that the Council does hereby credit and appropriate \$24,000 to account 208-000-674-010, \$5,000 to 270-285-135, \$3,290.40 to 270-000-674-010, \$5,965 to 211-000-674-216 and \$2,000 to 208-339-000, for purpose designated by the donor.

ATTACHMENTS

1. Acceptance of Donations 2021 List

APPROVED BY

Ted Davis, CPRP, Superintendent of Parks and Recreation

Date: February 04, 2022

Michael Slater, Finance Director

Date: February 04, 2022

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

Date: February 04, 2022

Maureen Miller Brosnan, Mayor

Department of Parks and Recreation Acceptance of Donations – 2021

Donor	Cash Donations	Reason
MercyElite Sports Performance 13245 Newburgh, Livonia	\$20,000	100 Days to Health
American Legion Post 32 Color and Honor Guard 9318 Newburgh, Livonia	\$500	Memorial Day Ceremony
Sons of American Legion Squadron 32 9318 Newburgh, Livonia	\$500	Memorial Day Ceremony
Livonia Chamber of Commerce	\$1000	Night of Lights
Livonia Chamber of Commerce	\$2000	Scholarships
Livonia Community Foundation	\$2000	Holiday Parade
Various Anonymous Donations	\$155.40	Greenmead
Kari Griebel 38244 Klarr Dr., Northville, MI	\$100	In memory of Gudrun Eidnes
Sharon Gawthrop 7942 N Hix, Westland, MI	\$5	Greenmead
Livonia Community Foundation	\$5000	Greenmead
David Bidner 27989 Terrence, Livonia, MI	\$1000	Greenmead
Marilyn Lengyel 1315 Burgundy, Ann Arbor, MI	\$50	Greenmead
Barry Levin 8721 Columbia Cr., Canton, MI	\$25	Greenmead
FF&E Specialty Group, Inc. PO Box 6403, Leawood, KS	\$100	Greenmead
Richmond Simmons 519 Mar Nan Mar Pl., Clermont, FL	\$1,000	For farm complex
Trenda Knezek 15724 Edgewood, Livonia, MI	\$50	In memory of Tom Brichford
Jean Holmes, 14707 Northville Rd., Apt. 261 Plymouth, MI	\$100	In memory of Tom Brichford
Carole Hardy 2217 Clawson, Apt. 106 Royal Oak, MI	\$30	In memory of Tom Brichford
Charles & Annette Brichford 681 Hemlock, Princeton, WV	\$50	In memory of Tom Brichford
Karen Brichford 22811 Montclair Farmington Hills, MI	\$150	In memory of Tom Brichford
Raleigh Petersen PO Box 24, Little Rock, AR	\$25	In memory of Tom Brichford

Joan & Eric Petersen 4115 Red Oak, Rdg, Minnetonka, MN	\$25	In memory of Tom Brichford
Brian Barnier 1 Mountain Laurel New Fairfield, CT	\$125	In memory of Tom Brichford
Rotary Club of Livonia AM 37637 Five Mile #179 Livonia, MI	\$250	Greenmead
Tapan Vahia 17155 Cross Winds, Livonia, MI	\$50	Greenmead
Floyd Harlin	\$5250	To purchase lobby furniture
Dmitry Arshansky 29511 Meadowridge South Farmington Hills, MI 48334	\$100	In memory of Lori Waling
Isabelle Poupore 18210 Pershing, Livonia, MI	\$20	In memory of Lori Waling
Phillips & McCabe Families 805 Newpark Ct. St. Augustine, FL 32082	\$100	In memory of Lori Waling
Jeffery & Karen Long 1329 S. Lotz Rd., Canton, MI	\$100	In memory of Lori Waling
Mark & Elizabeth Nebiolo 7437 Oak Shore, Portage, MI	\$150	In memory of Lori Waling
Cynthia & Raymond Aleks 711 S. Waverly, Dearborn, MI	\$50	In memory of Lori Waling
Michael DiMambro 3657 Summit Ridge Dr. Rochester, MI 48306	\$75	In memory of Mary Colasanti
Karen Long 1329 S. Lotz Rd., Canton, MI	\$100	In memory of Lori Waling to be used for BINGO Christmas party
Patrice Moore 11726 Farmington, Livonia, MI	\$20	

Donor	In Kind Donations	Reason
The Flag Shop 11665 Leavan Rd., Livonia, MI	American Flag Collection	Turkey Trot
Feldman Chevrolet 32570 Plymouth Rd, Livonia, MI	Oil Change	Turkey Trot
Thirty One Consultant- Heidi Fugate	\$25 Gift Certificate	Turkey Trot

Thomas's Dining & Catering 33971 Plymouth Rd, Livonia, MI	\$60 in Gift Certificates	Turkey Trot
George's Senate Coney Island, 39430 Dun Rovin Drive, Northville, MI	\$100 in Gift Certificates	Turkey Trot
West Fenkell Bakery, 15282 Middlebelt Rd, Livonia, MI	\$30 in Gift Certificates	Turkey Trot
Shell Gas Station, 31301 Five Mile Rd, Livonia	\$25 Gift Certificate	Turkey Trot
Jet's Pizza, 29443 Five Mile Rd, Livonia	\$20 in Gift Certificates	Turkey Trot
Senate Coney Island, 34359 Plymouth Rd, Livonia	\$30 in Gift Certificates	Turkey Trot
Tim Hortons, 31300 Five Mile Rd, Livonia	\$15 Gift Certificate	Turkey Trot
Green Palace Reflexology, 29447 Five Mile Rd, Livonia	\$20 Gift Certificate	Turkey Trot
Independent Carpet, 1400 North Wayne Rd, Westland	\$100 in Amazon Gift Certificates	Turkey Trot
Luca Pastry, 42927 Ford Rd, Canton	\$30 in Gift Certificates	Turkey Trot
Heaton Family	\$50 in Amazon Gift Certificates	Turkey Trot
Fry Family	\$25 Bravo Gift Certificate \$45 in Domino's Gift Certificates	Turkey Trot
Leda's Coney Island, 29469 Five Mile Rd, Livonia	\$130 in Gift Certificates	Turkey Trot
Michigan Bounce House Rentals, 40600 Michigan Ave., Unit 1511, Canton, MI 48187	Bounce Houses	NYE party, summer concert series, food truck rally
Livonia Kiwanis	Postage Stamps, approx.. \$125	Santa Letters
Livonia Arts Commission 33000 Civic Center, Livonia, MI	Performance costs – \$2000	Summer concert series, arts & crafts volunteers
The WAY Church Livonia, MI	Volunteers, toys, baskets, giveaways, Approx. \$400	Holiday parade, Lunch with Santa, Haunted Barn

Donor	Raffle Items	Reason
Dick's Sporting Goods 44225 Twelve Mile, Novi, MI	\$200 in gift certificates	100 Days to Health