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OFFICE OF THE COUNCIL

**ELECTRONIC AGENDA PACKET FOR
THE REGULAR MEETING OF
MONDAY, SEPTEMBER 18, 2023
7:00 P.M.**

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(734) 466-2250

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

**1977th Regular Meeting Agenda of the Council of the City of Livonia
Monday, September 18, 2023**

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 - Regular Meeting Minutes of September 6, 2023

AUDIENCE COMMUNICATION

REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS

- a. [AUDIT REPORT: Livonia Housing Commission, re: for the fiscal year ending December 31, 2022, excluding Silver Village, Newburgh Village, the Community Development Block Grant Program, and single-family, City-owned properties.](#)

CONSENT AGENDA

1. [BLOCK PARTY: Anthony Mitchell, re: to be held Sunday, September 24, 2023, from 11:00 a.m. until 6:00 p.m., on Louise Street between Richland and Orangelawn Streets.](#)
2. [REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND EXTEND CONTRACT WITH HAVENER TECH: Department of Public Works, re: for completing all repair work required in connection with catch basin, storm sewer, and concrete slab stabilization, in an amount not to exceed \\$50,000.00 annually, from budgeted funds. \(CR 321-21\)](#)

UNFINISHED BUSINESS

3. [ROLL CALL: Proposed Amendment to the Livonia Zoning Ordinances, as amended: Department of Law, re: Petition 2023-04-01-03 submitted by Michael Morad, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest ¼ of Section 3, from N2 \(Neighborhood\) to RUF \(Rural Urban Farm\).
First Reading given by Council Vice President, Laura Toy, on September 6, 2023.](#)
4. [WAIVER PETITION: Planning Commission, re: Petition 2023-06-02-06 submitted by Gerald Todd Clark on behalf of ServiceMaster, requesting to develop a Planned General Development, involving the conversion of an existing eight-story office building into climate-controlled self-storage and first-floor retail including residential and commercial restoration services, construction of drive-up self-storage units, and five \(5\) single-family residential lots, on the property at 29200 Vassar Avenue, located on the north side of Vassar Avenue between Parkville Avenue and Middlebelt Road in the Southwest ¼ of Section 1.](#)
5. [WAIVER PETITION: Planning Commission, re: Petition 2023-06-02-09 submitted by Leo Soave Building Inc. requesting Special Waiver Use approval to develop a Planned Residential Development consisting of five \(5\) buildings and a total of eleven \(11\) residential dwelling units on properties at 35755 and 35841 Plymouth Road, located on the south side of Plymouth Road between Yale Avenue and Levan Road in the Northeast ¼ of Section 32.](#)

6. SITE PLAN PETITION: Planning Commission, re: Petition 2023-07-08-06 submitted by Leo Soave Building Company, L.L.C. requesting approval of the Master Deed, Bylaws and site plan to develop a site condominium (Sunset View) consisting of eleven (11) single-family homes on the property at 30250 Morlock Avenue located on the west side of Sunset Avenue between Fargo Avenue and Eight Mile Road in the Northwest ¼ of Section 2.
7. AWARD OF BID AND REQUEST FOR ADDITIONAL APPROPRIATION AND EXPENDITURE: Department of Parks and Recreation, re: for the construction of a pavilion and concrete pad in the Ben Celani play area of Bicentennial Park, from the unexpended fund balance of the Community Recreation Fund.

NEW BUSINESS

8. BLOCK PARTY: Lauren Grewe, re: to be held on Saturday, September 30, 2023, from 12:00 p.m. to 9:00 p.m., on Sherwood Street between Woodside and Parklane Streets, with a rain date of Sunday, October 1, 2023.
9. REQUEST TO CONSIDER ADOPTING AN ORDINANCE: Department of Finance, re: for the Issuance of Water Supply and Wastewater System Revenue Bonds, Series 2023, in an amount not to exceed \$6,500,000.
10. REQUEST TO AUTHORIZE ADDITIONAL EXPENDITURE: Department of Public Works, for the additional scope of work through change order on the Carl Sandburg Branch Library Roof Replacement Project, from the unexpended fund balance of the Capital Projects Fund.
11. REQUEST FOR ADDITIONAL EXPENDITURE: Engineering Division, re: MEDC Grant - Denmar Drain Channel Improvement Project (CR 159-23)
12. ACCEPTANCE OF QUIT CLAIM DEED: Department of Law, re: secured without monetary consideration from Ryan LaFontaine, Owner of LAG Plymouth, LLC as part of the lot combination of Parcel Nos. 46-130-0005-004 (34715 Plymouth Road) and 46-130-01-0007-001 (34801 Plymouth Road) to obtain the necessary road right-of-way, located in the Northwest 1/4 of Section33 (Parcel No. 46-130-01-0007-003).
13. REQUEST TO APPROVE A PARTIAL SETTLEMENT: Department of Law, re: for seven of the fifteen claims for Donald and Dina Croskey, et al v City of Livonia; Wayne County Circuit Court Case No. 22-011590-NZ.
14. REQUEST TO APPROVE A SETTLEMENT: Department of Law, re: for Barbara L. Thomas v City of Livonia; EEOC Charge No. 471-2023-03811.

AUDIENCE COMMUNICATION

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 Your Government, City Council, Agendas & Minutes.

SUSAN M. NASH, CITY CLERK



LETTER TO THE LIVONIA CITY COUNCIL

a.

Housing
August 31, 2023

MEETING DATE

R091823

PREPARED BY

Madison Bjertness, CDBG Specialist,

AGENDA ITEM

a. AUDIT REPORT: Livonia Housing Commission, re: for the fiscal year ending December 31, 2022, excluding Silver Village, Newburgh Village, the Community Development Block Grant Program, and single-family, City-owned properties.

BACKGROUND DETAILS

The Livonia Housing Commission respectfully submits the attached audit report and management letter for the twelve-month period ending December 31, 2022. The audit report covers the following federal programs administered by the Livonia Housing Commission:

1. Low Rent Public Housing Contract C-885 (McNamara Towers, Single Family Homes)
2. Housing Choice Voucher Contract C-3189-V (Rent Subsidy)
3. 2019 Capital Fund Program MI-28-P05550119, and Capital Fund Financing Bond/Loan

Please be advised that the Silver Village and Newburgh Village senior citizen housing communities, Community Development Block Grant Program and single-family City-Owned properties are contained in the City of Livonia audit report prepared by Plante Moran for the fiscal year ending November 30, 2022.

The Livonia Housing Commission is required to prepare its financial statements and reports in accordance with accounting practices prescribed by the U.S. Department of Housing and Urban Development and Generally Accepted Accounting Practices. The audit is in accordance with Single Audit Act and has been submitted to the HUD Inspector General for Audit, HUD Real Estate Assessment Center, and the State of Michigan Department of Treasury for their information and review. The independent auditor rendered a clean and unmodified opinion with no audit findings or concerns.

Additionally, the Housing Commission advises the Council that the fiscal year 2022 HUD Public Housing Assessment (PHAS) and the Housing Choice Voucher Assessment (SEMAP) which evaluates the Commission's performance of these federal housing programs. The PHAS scored was 76 (standard performer) and SEMAP score was 100 (high performer).

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

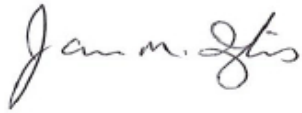
The Livonia Housing Commission would respectfully request that the attached audit report be

received and filed for the information of the City Council.

ATTACHMENTS

1. LHC Audit Report

APPROVED BY



Jim Inglis, Director of Housing

Date: August 31, 2023



Michael Slater, Finance Director

Date: August 31, 2023



Paul Bernier, City Attorney

Date: August 31, 2023



Maureen Miller Brosnan, Mayor

Date: September 05, 2023



SMITH & KLACZKIEWICZ, PC
CERTIFIED PUBLIC ACCOUNTANTS

THOMAS J. SMITH, CPA
(989) 751-1167

ROBERT R. KLACZKIEWICZ, CPA
(989) 751-3064

A VETERAN OWNED BUSINESS

June 13, 2023

To the Board of Commissioners
Livonia Housing Commission

We have audited the financial statements of the business-type activities of the **Livonia Housing Commission** for the year ended December 31, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 4, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the **Livonia Housing Commission** are described in Note A to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2022. We noted no transactions entered into by the **Livonia Housing Commission** during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the **Livonia Housing Commission's** financial statements were:

Management's estimate of the useful lives of depreciable assets is based on the length of time it is believed that those assets will provide some economic benefit in the future. We evaluated the key factors and assumptions used to develop the useful lives of those assets in determining that they are reasonable in relation to the financial statements taken as a whole.

Management's estimate of the accrued compensated absences is based on current vested hours in employee banks, current hourly rates and policies regarding payment of accrued compensated absences upon separation from employment. We evaluated the key factors and assumptions used to develop the estimate in determining that they are reasonable in relation to the financial statements taken as a whole.

Management's estimate of the allowance for doubtful accounts in receivables is based on historical information regarding billing and collection activity and specific identification of accounts that have an increased risk of not being collected based upon the unique criteria related to each account balance. We evaluated the key factors and assumptions used to develop the allowance for doubtful accounts in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 13, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the ***Livonia Housing Commission's*** financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the ***Livonia Housing Commission's*** auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the management's discussion and analysis, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the financial data schedules, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of the Board of Commissioners and management of the *Livonia Housing Commission* and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Smith + Klawnschitz PC

Saginaw, Michigan

LIVONIA HOUSING COMMISSION
(A Component Unit of the City of Livonia, Michigan)

Financial Statements
(With Supplementary Information)

For the Year Ended December 31, 2022



SMITH & KLACZKIEWICZ, PC
CERTIFIED PUBLIC ACCOUNTANTS

Livonia Housing Commission

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A VETERAN OWNED BUSINESS

INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Livonia Housing Commission
Livonia, Michigan

Report on the Financial Statements

Opinions

We have audited the accompanying financial statements of the business-type activities of the ***Livonia Housing Commission***, as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the ***Livonia Housing Commission's*** basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of the ***Livonia Housing Commission***, as of December 31, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the ***Livonia Housing Commission*** and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the ***Livonia Housing Commission's*** ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the *Livonia Housing Commission's* internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the *Livonia Housing Commission's* ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis (pages 4 to 12) be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of

inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the ***Livonia Housing Commission's*** basic financial statements. The accompanying financial data schedules and schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the financial data schedules and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 13, 2023 on our consideration of the ***Livonia Housing Commission's*** internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the ***Livonia Housing Commission's*** internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering ***Livonia Housing Commission's*** internal control over financial reporting and compliance.

Smith + Klaehring PC

Saginaw, Michigan

June 13, 2023

MANAGEMENT DISCUSSION & ANALYSIS REPORT

FYE 12/31/22

Livonia Housing Commission
19300 Purlingbrook Rd.
Livonia, MI 48152

Ermon Sims, Interim Director

As management of the Livonia Housing Commission, we offer reviewers of this audit report this narrative discussion and analysis of the Livonia Housing Commission's financial activities for the FYE 12/31/22. This discussion and analysis letter of the Livonia Housing Commission's financial performance should be read in conjunction with the auditor's opinion letter and the following Financial Statements.

The combined financial statements reflect all of the Commission's federally funded programs and activities in one place. The Commission reports all its activities and programs using the Enterprise Fund type model. HUD encourages PHAs to use this accounting method as it is normally used to account for "business-type activities" -- activities similar to those found in the private sector. Enterprise Fund types use the accrual method of accounting, the same accounting method employed by most private-sector businesses. Under this method, revenues are recognized as earned (but not necessarily received) and expenditures when incurred (but not necessarily paid) per reporting period.

Entity-Wide Financial Highlights

The term "Net Position" refers to the difference between Assets and Liabilities. The Commission's total Net Position as of 12/31/22 was \$2,828,337. The Net Position as of 12/31/21 was \$2,435,195. This represents an increase of \$393,142 or 16% from the prior year.

Revenues generated by the Commission were \$677,152 for the year ended 12/31/22. Revenues for FYE 12/31/21 were \$672,999. This represents an increase of \$4,153 or 1% from the prior year.

HUD Operating Grants were \$7,301,572 for the FYE 12/31/22 whereas they were \$7,036,318 for FYE 12/31/21. This represents an increase of \$265,254 or 4% from the prior year. HUD Capital Grants were \$74,004 for the FYE 12/31/22 whereas they were \$38,658 for FYE 12/31/21. This represents an increase of \$35,346 or 91% from the prior year.

Expenses for the Commission were \$7,989,118 for the FYE 12/31/22; they were \$7,543,528 for the FYE 12/31/21. This represents an increase of \$445,590 or 6% from the prior year.

Please see the section entitled "Entity-Wide Financial Analysis" later in this report for more details on these changes.

Overview of the Financial Statements

This annual report contains this *Management & Discussion Analysis* report, the *Basic Financial Statements* and the *Notes to the Financial Statements*. This report also contains the Financial Data Schedule (FDS) as referenced in the section of *Supplementary Information*. The Commission's financial statements are presented as fund financial statements because the Commission only has proprietary funds.

Required Financial Statements

The Statement of Net Position includes the Commission's assets and liabilities and provides information about the nature and amounts of investments in resources (assets) and obligations of the Commission creditors (liabilities). It also provides the basis for evaluating the liquidity and financial flexibility of the Commission.

All of the current year's revenues and expenses are accounted for in the Statement of Revenues, Expenses, and Changes in Net Position. This statement measures the success of the Commission's operations over the past year and can be used to determine whether the Commission has successfully recovered all its costs through its user fees and other charges, profitability and credit worthiness.

The final required financial statement is the Statement of Cash Flows. The statement reports cash receipts, cash payments, and net changes in cash resulting from operations, investing and financing activities and provides answers to such questions as where did cash come from, what was cash used for, and what was the change in the cash balance during the reporting period.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the basic financial statements and provide more detailed data.

Supplemental Information

This report also contains the Financial Data Schedule (FDS) as referenced in the section of *Supplementary Information*. HUD has established Uniform Financial Reporting Standards that require Housing Commissions to submit financial information electronically to HUD using the FDS format. This financial information is electronically transmitted to the Real Estate Assessment Center (REAC) and is required to be included in the audit reporting package.

The Financial Data Schedule reports the Commission's operations in more detail. The Commission reports all its activities using Enterprise fund types. These funds are used

to show activities that operate more like commercial enterprises. The Financial Data Schedule is organized by the government Federal Assistance Listing Numbers.

Livonia Housing Commission Programs:

Low Rent Public Housing: Under this program, the Housing Commission rents units that it owns to low-income elderly and family households. This program is operated under an Annual Contributions Contract with HUD. HUD provides Operating Subsidies to enable the Housing Commission to lease these units at a rate that is based on 30% or less of the household income.

Capital Fund Program: Under this program, the Housing Commission is awarded funds each year to use for Capital Needs. The Housing Commission also has the ability to use up to 100% of these funds, if need be, to supplement Operating Subsidies. This program is the primary funding source for physical improvements to its properties.

Housing Choice Voucher Program (HCV):

The Livonia Housing Commission administers contracts with independent property owners to provide housing for low-income households. These properties are not owned by the Livonia Housing Commission. The Livonia Housing Commission provides housing assistance to the participants via a Housing Assistance Payment, paid directly to the owner. HUD provides subsidy to the Livonia Housing Commission to enable participants to pay approximately 30 percent of their income for rent.

Entity-Wide Financial Analysis:

The following Federal Assistance was received during FYE 12/31/22:

	<u>FYE</u> <u>12/31/22</u>	<u>FYE</u> <u>12/31/21</u>	<u>Dollar</u> <u>Change</u>	<u>Per Cent</u> <u>Change</u>
Public Housing Operating Subsidy	329,846	323,683	6,163	1.90%
Capital Fund Program Grants	91,791	196,980	(105,189)	-53.40%
CARES Act Administrative Subsidy	0	121,357	(121,357)	-100.00%
Sec. 8 Voucher	6,964,105	6,432,956	531,149	8.26%
Total	7,385,742	7,074,976	310,766	4.39%

- The Operating Subsidy for Public Housing increased slightly overall primarily due to the pro-ration factors. 2022 subsidy was paid at 104.93% of eligibility. 2021 subsidy was paid at 96.74%. Congressional funding is a factor in funding amounts.
- Capital Fund Program Grants reflect grant funds spent, not funds awarded in a given year. The decrease is due to the fact that we slowed down our capital project

spending during FYE 12/31/22. Details of our capital improvements follow later in this report under the section entitled "Entity-Wide Operational Highlights".

- The LRPB CARES Act Funding is a Funding Source authorized by Congress in early 2020 as a response to the COVID-19 Coronavirus pandemic. These funds were made available to PHAs in the Spring of 2020. These funds had to be spent by Dec. 31, 2021.
- The subsidy for Housing Choice Voucher is calculated for us by HUD, based on a congressionally mandated formula. HUD uses the Voucher Management System (VMS) as the basis for this calculation. VMS is a monthly report that Housing Commissions are required to submit that details both HAP and administrative costs. HUD also considers the amount of HAP reserves we already have on hand and may reduce the current years' subsidy proportionate to what HUD calculates is the usable amount of this reserve. The final amount we are awarded may or may not be pro-rated. Our VMS reported increased utilization indicated to HUD that we needed more HAP subsidy for this fiscal year. The high rate of inflation was also likely a factor in the increased level of funding.
- The Sec.8 CARES Act Funding is a Funding Source authorized by Congress in early 2020 as a response to the COVID-19 Coronavirus pandemic. These funds had to be spent by 12/31/21.

The following represents changes in the Statement of Net Position:

	FYE 12/31/22	FYE 12/31/21	Dollar Change	Per Cent Change
Cash & Investments	1,415,361	1,215,692	199,669	16.42%
Total Current Assets	1,455,666	1,228,088	227,578	18.53%
Capital Assets, Net of Depreciation	1,946,841	1,797,659	149,182	8.30%
Total Assets	3,402,507	3,025,747	376,760	12.45%
Total Current Liabilities	392,218	363,727	28,491	7.83%
Total Long-Term Liabilities	181,952	226,825	(44,873)	-19.78%
Total Liabilities	574,170	590,552	(16,382)	-2.77%
Invested In Capital Assets, Net of related debt	1,727,943	1,538,125	189,818	12.34%
Restricted Net Position	164,331	172,840	(8,509)	-4.92%
Unrestricted Net Position	936,063	724,230	211,833	29.25%
Total Equity/Net Position	2,828,337	2,435,195	393,142	16.14%

- The change in Cash and Investments increased commensurate with the Operating Income (excluding depreciation charges) posted by the Public Housing and Sec. 8 HCV Programs.

- Total Current Assets increased mainly due to the increase in Cash and Investments. Additionally, we had an increase in HUD Accounts Receivable.
- Capital Assets increased by \$362,901. Although Capital Assets increased by \$362,901, this was almost entirely offset by depreciation/equipment disposal charges which resulted in the smaller net increase stated in the above table.
- Total Assets increased due to the discussions above.
- Total Current Liabilities increased or decreased a bit in almost all categories. Most of these changes were simply small fluctuations in our various liabilities, resulting in the small net overall increase in the above table.
- Total Long-Term Liabilities is comprised of two components: the presumed long-term portion of Compensated Absences and the Long-Term Liability portion of our CFFP loan. This category decreased from the prior year.
- Total Liabilities decreased overall due to the discussions above.
- Net Investment in Capital Assets increased in concert with the increase in the Capital Asset account (see above discussion). However, the increase is not exactly the same amount due to the related CFFP Debt liability.
- Restricted Net Position is comprised of two components:
 1. In the Public Housing Program it is the remaining amount of CFFP funds that are restricted to future Capital activities. This amount remained relatively unchanged from 12/31/21.
 2. In the Sec. 8 Voucher Program the Restricted Net Position represents the cumulative amount of HAP subsidy received that exceeds HAP costs. This is more commonly referred to as the HAP Reserve. It is restricted because the funds can only be used for HAP costs. This amount decreased slightly from the 12/31/21 level.
- Unrestricted Net Position (formerly known as Operating Reserves) increased commensurate with the Operating Income (excluding depreciation charges) posted by both the Public Housing and Sec. 8 HCV Programs.
- Total Net Position increased overall due to the above discussions.

The following schedule compares the Revenues and Expenses for the current and prior fiscal years:

Statement of Revenues, Expenses and Changes in Net Position

	<u>FYE</u> <u>12/31/22</u>	<u>FYE</u> <u>12/31/21</u>	<u>Dollar</u> <u>Change</u>	<u>Per Cent</u> <u>Change</u>
Revenues:				
Tenant Revenue	640,134	620,421	19,713	3.2%
Other Revenue	37,018	2,558	34,460	1347.1%
Total PHA generated Revenue	677,152	622,979	54,173	8.7%
CDBG contributions	329,532	50,020	279,512	
Operating Subsidies/Soft Cost Grant Revenue	7,301,572	7,036,318	265,254	3.8%
Capital Grants (Hard costs)	74,004	38,658	35,346	91.4%
Total Revenue	8,382,260	7,747,975	634,285	8.2%
Expenses:				
Administrative	755,979	767,278	(11,299)	-1.5%
Tenant Services	104,284	114,467	(10,183)	-8.9%
Utilities	188,970	168,655	20,315	12.0%
Maintenance	370,198	366,172	4,026	1.1%
General	99,481	70,756	28,725	40.6%
Extraordinary Maintenance	8,167	25,333	(17,166)	-67.8%
Casualty Losses	0	1,205	(1,205)	-100.0%
Housing Assistance Payments	6,248,321	5,812,305	436,016	7.5%
Depreciation	213,718	217,357	(3,639)	-1.7%
Total Expenses	7,989,118	7,543,528	445,590	5.9%
Net Increase (Decrease)	393,142	204,447		

Revenues:

Livonia Housing Commission's primary revenue sources are subsidies and grants received by HUD. For FYE 12/31/22, revenue generated by the Commission accounted for \$677,152 (or 8% of total revenue), while HUD contributions accounted for \$7,375,576 (or 88% of total revenue). In addition to these revenues, we received Capital Improvement donations from the City's CDBG program valued at \$329,532 (or 4% of total revenue). Other Income increased due to a new revenue source: a Cell-Phone tower on our roof. Investment Income increased substantially due to rising interest rates.

Expenses:

Total Expenses for FYE 12/31/22 were \$7,989,118 while for FYE 12/31/21 the total was \$7,543,528. This represents a 5.9% increase in our Operating Costs, an overall increase which can be attributed to the high inflation pressures during FYE 12/31/22. Most cost areas decreased, but there were a few exceptions:

- Utilities increased by 12%. Two factors played into this increase: the high rate of inflation during 2022 and, in addition, a much colder winter this past year. The increase in natural gas was the driving factor in the overall Utility increase.
- The increase in General Expense was created by increases in a couple of the sub-categories. There was a big increase in our Compensated Absences expense because the entry for FYE 12/31/21 was actually a negative amount due to the transfer of a long-time employee to another program. For FYE 12/31/22 it was a modest \$6,367 but when compared to the negative entry of \$22,077 last year it appears that we had a large increase in this expense. Additionally, Insurance premiums increased by 33%.

Budget Analysis:

A Low Rent Public Housing Operating Budget for FYE 12/31/22 was presented to and approved by the Board of Commissioners. A Budget Revision was also prepared and approved by the Board later in the fiscal year. The actual results were in line with the Budget Revision.

Entity-Wide Operational Highlights:

The Livonia Housing Commission provided the following housing for low- income elderly and low-income families:

	<u>FYE</u> <u>12/31/22</u>	<u>FYE</u> <u>12/31/21</u>
Public Housing	148	148
Sec. 8 Voucher	1,013	1,004

During FYE 12/31/22, Livonia Housing Commission maintained a lease-up rate of 97% in its Public Housing Program. This lease-up rate meets the HUD guideline.

During FYE 12/31/22, Livonia Housing Commission maintained a lease-up rate of 83% in its Housing Voucher Program. This is below the HUD benchmark of 97%. However, Livonia Housing Commission spent 103% of Budget Authority. The Housing Voucher Program is judged on either the actual lease-up rate (based upon the number of vouchers) or the percentage of Budget Authority used. Livonia Housing Commission is working to increase the voucher utilization rate but we may be constricted in this venture based upon available funding.

Capital Asset Activity and Debt:

The following table summarizes capital asset activity for the fiscal year:

	1/1/22	Additions	Deletions	12/31/22
Land	308,946			308,946
Buildings	5,101,255		(1,135,159)	3,966,096
F,F,&E - Dwelling Units	278,270		(278,270)	0
F,F,&E - Administration	332,091		(196,929)	135,162
Capital Improvements (reported on the FDS under "Buildings")	4,516,730	362,901	(2,248,119)	2,631,512
	10,537,292	362,901	(3,858,477)	7,041,716
Less:				
Accumulated Depreciation	(8,739,633)	(213,719)	3,858,477	(5,094,875)
	1,797,659	149,182	0	1,946,841

During FYE 12/31/22, our Capital work projects included:

- A & E fees and costs
- Roofing replacements in the scattered sites
- New Roof at McNamara Towers 1 (Through CDBG)
- R&R Parking Lot Catch Basin at McNamara Towers 1 (through CDBG)

The Livonia Housing Commission carries debt related to the CFFP. The total amount of this debt payable as of 12/31/22 was \$218,898. This is detailed on the LRPH Balance sheet under both Current liabilities and Long-Term liabilities. This debt is paid for via our current CFP programs; a certain portion of each CFP program is dedicated to debt service until it is paid in full.

Economic Factors and Next Year's Budget and Rates

The Housing Commission is primarily dependent upon HUD for the funding of operations as well as capital needs. Therefore, the Housing Commission is affected more by the Federal Budget than by local economic conditions. The funding of programs could be significantly affected by the Federal Budget.

A fundamental finding of the Harvard Cost Study is that Public Housing Agencies have been, and continue to be, woefully underfunded by HUD. Yet, due to the federal budget crunch, HUD continues to only pay us only a portion of the subsidy that we are entitled to. Since we fully expect this inadequate funding pattern to continue it is inevitable that cuts in services to our residents will have to be made.

Although the Housing Commission remains concerned about the future levels of HUD funding due to the state of the federal budget, we feel that, in the short term, we are both financially and operationally in a strong position to continue to provide safe, sanitary, and decent housing to our residents.

Request for Information

This financial report is designed to provide a general overview of the Commission's finances for all those with an interest in its finances. Questions or comments concerning any of the information contained in this report or request for additional information should be directed to:

Ermon Sims, Interim Director
Livonia Housing Commission
19300 Purlingbrook Rd.
Livonia, MI 48152

Livonia Housing Commission
Statement of Net Position
December 31, 2022

Current assets	
Cash and cash equivalents - unrestricted	\$ 1,180,457
Cash and cash equivalents - restricted	164,331
Cash - tenant security deposits	70,573
Accounts receivable, net	40,305
Total current assets	<u>1,455,666</u>
Noncurrent assets	
Nondepreciable capital assets	308,946
Depreciable capital assets, net	1,637,895
Total noncurrent assets	<u>1,946,841</u>
Total assets	<u>3,402,507</u>
Current liabilities	
Accounts payable	29,610
Accrued liabilities	196,944
Tenant security deposits	70,573
Unearned revenue	462
Accrued compensated absences	51,915
HUD loan - long-term debt	42,714
Total current liabilities	<u>392,218</u>
Noncurrent liabilities	
HUD loan - long-term debt, net of current portion	176,184
Accrued compensated absences, net of current portion	5,768
Total noncurrent liabilities	<u>181,952</u>
Total liabilities	<u>574,170</u>
Net position	
Net investment in capital assets	1,727,943
Restricted	164,331
Unrestricted	936,063
Total net position	<u><u>\$ 2,828,337</u></u>

The accompanying notes are an integral part of these financial statements.

Livonia Housing Commission
Statement of Revenues, Expenses and Changes in Fund Net Position
For the Year Ended December 31, 2022

Operating revenues

Tenant revenue	\$ 640,134
HUD PHA operating grants	7,301,572
Other governmental grants	329,532
Other revenue	15,954
Total operating revenues	8,287,192

Operating expenses

Administration	755,979
Tenant services	104,284
Utilities	188,970
Maintenance	370,198
Insurance	51,545
General	35,883
Housing assistance payments	6,248,321
Depreciation	213,718
Total operating expenses	7,968,898

Operating income (loss)	318,294
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Nonoperating revenues and (expenses)

Interest earned on deposits - unrestricted	16,332
Extraordinary maintenance	(8,167)
Gain / (loss) on sale of capital assets	4,425
Interest earned on deposits - restricted	307
Interest expense	(12,053)
Total nonoperating revenues and (expenses)	844

Income (loss) before contributions	319,138
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Capital contributions	74,004
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Change in net position	393,142
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Net position - Beginning of year	2,435,195
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Net position - End of year	\$ 2,828,337
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The accompanying notes are an integral part of these financial statements.

Livonia Housing Commission
Statement of Cash Flows
For the Year Ended December 31, 2022

Cash flows from operating activities	
Cash received from customers	\$ 627,018
Cash received from grants and subsidies	7,631,104
Cash payments to suppliers for goods and services	(6,914,279)
Cash payments for wages and related benefits	(815,486)
Net cash provided by (used in) operating activities	<u>528,357</u>
Cash flows from noncapital and related financing activities	
Extraordinary maintenance	<u>(8,167)</u>
Cash flows from capital and related financing activities	
Capital contributions	74,004
Proceeds received from sale of capital assets	4,425
Acquisition of capital assets	(362,900)
Interest paid on debt	(12,053)
Principal paid on debt	(40,636)
Net cash provided by (used in) capital and related financing activities	<u>(337,160)</u>
Cash flows from investing activities	
Interest received on deposits and investments	<u>16,639</u>
Net increase (decrease) in cash and cash equivalents	199,669
Cash and cash equivalents - beginning of year	<u>1,215,692</u>
Cash and cash equivalents - end of year	<u>\$ 1,415,361</u>
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities	
Operating income (loss)	\$ 318,294
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:	
Depreciation	213,718
Changes in assets and liabilities	
Decrease (increase) in receivables	(27,909)
Increase (decrease) in payables	6,566
Increase (decrease) in accrued liabilities	18,849
Increase (decrease) in tenant security deposits	1,876
Increase (decrease) in unearned revenue	(3,037)
Net cash provided by (used in) operating activities	<u>\$ 528,357</u>
Reconciliation of cash and cash equivalents per the Statement of Net Position to the Statement of Cash Flows	
Cash and cash equivalents	\$ 1,180,457
Cash and cash equivalents - restricted	164,331
Cash - tenant security deposits	<u>70,573</u>
Cash and cash equivalents - end of year	<u>\$ 1,415,361</u>

The accompanying notes are an integral part of these financial statements.

Livonia Housing Commission
Notes to Financial Statements
For the Year Ended December 31, 2022

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies adopted by the *Livonia Housing Commission* (the “*Housing Commission*”) conform to accounting principles generally accepted in the United States of America (U.S. GAAP) as applied to governmental entities.

The Housing Commission reports as a business-type activity, as defined by the Governmental Accounting Standards Board Statement No. 34, with programs and projects.

Reporting Entity

The Housing Commission is a Public Housing Agency created by the City of Livonia. The Housing Commission operates under a five member Board of Commissioners appointed by the City Mayor and charged with the responsibility to provide low-rent housing, under the low rent program Annual Contributions Contract for qualified individuals in accordance with the rules and regulations prescribed by the U.S. Department of Housing and Urban Development (HUD) and other Federal agencies. Members of the Housing Commission Board may be removed by the City only for cause. The Housing Commission determines its own budget (subject to Federal approval), sets rental rates and may issue debt in its own name. The City is not responsible for deficits or liabilities of the Housing Commission. However, the Housing Commission makes annual payments “in lieu of taxes” to the City. Therefore, a financial benefit exists for the City, thereby requiring that the *Livonia Housing Commission* be reported as a discrete component unit of the City of Livonia, Michigan.

These financial statements include all activities of the Housing Commission, which include a Low Income Housing Program (151 units) and a Section 8 Housing Choice Voucher Program (1,013 units). These programs receive subsidies and annual contributions from HUD.

In determining the financial reporting entity the Housing Commission complies with the provisions of GASB Statement No. 14 as amended by GASB No. 39, “The Financial Reporting Entity”, and includes all component units, if any, of which the Housing Commission appointed a voting majority of the units’ Board; the Housing commission is either able to impose its will on the unit or a financial benefit or burden relationship exists. There are no agencies, organizations or activities meeting these criteria.

Measurement Focus and Basis of Presentation

The economic resources measurement focus and the accrual basis of accounting are used in preparing the financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Livonia Housing Commission
Notes to Financial Statements
For the Year Ended December 31, 2022

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Housing Commission are Federal grants and charges to customers for services. Operating expenses include housing assistance payments, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses. Following is a description of the Housing Commission's programs:

Project MI055000100 accounts for the revenue and related operations of the Public and Indian Housing grant and the Capital Fund Program.

14.871 Section 8 Housing Choice Vouchers accounts for the revenue and related operations of the Section 8 vouchers grant program.

Business Activities program accounts for the revenue and related operations of the Housing Commission's nonfederal funds.

When both restricted and unrestricted resources are available for use, it is the Housing Commission's policy to use restricted resources first, then unrestricted resources as they are needed.

Assets, Liabilities and Equity

Cash and Cash Equivalents

Cash and cash equivalents consist of cash on hand, deposits in demand and time deposit accounts, money market deposits, and certificates of deposits with original maturities of less than 90 days.

Cash and cash equivalents – restricted recorded on the Statement of Net Position has been restricted since it can only be used for future housing assistance payments to landlords (\$135,748) and unexpended bond proceeds that can only be used on approved projects (\$28,583).

Receivables and Payables

All receivables and payables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible.

Livonia Housing Commission
Notes to Financial Statements
For the Year Ended December 31, 2022

Capital Assets

Capital assets, which include property, buildings and equipment are reported in the financial statements. Capital assets are defined by the Housing Commission as assets with an initial, individual cost of more than \$2,500 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

Depreciation is recorded over the estimated useful lives of the assets, using the straight-line method as follows:

Buildings	15 to 40 years
Furniture, equipment and machinery – dwelling	3 to 15 years
Furniture, equipment and machinery – administration	3 to 15 years

Compensated Absences

It is the Housing Commission's policy to permit employees to accumulate a limited amount of earned but unused sick leave and vacation days. Employees of the Housing Commission are permitted to accumulate and carry over a maximum of unused sick days from one year to the next based upon hire date in accordance with the employee handbook. Employees hired prior to January 19, 1977 are subject to a maximum amount of 225 days, employees hire on or after January 19, 1977 are subject to a maximum amount of 100 days and employees hired on or after September 8, 2011 are subject to a maximum amount of 75 days. Employees are allowed to accrue a maximum 456 hours unused vacation hours. Liabilities are recorded based on historical trends using short-term and long-term liabilities. Upon separation from the Housing Commission, employees will be paid their balance of unused vacation hours. Upon separation from the Housing Commission and 10 years of service, employees will be paid their balance of unused sick hours. Unused sick hours are paid at 60% of the employee's current rate of pay and unused vacation hours are paid at 100%.

Unearned Revenue

Unearned revenue represents tenant revenue for the subsequent year that was collected prior to the end of the current fiscal year.

Equity

Equity is classified as net position and reported as the following components:

Net investment in capital assets – Consists of capital assets at historical cost, net of accumulated depreciation.

Livonia Housing Commission
Notes to Financial Statements
For the Year Ended December 31, 2022

Restricted – Consists of Housing Assistance Payments received from HUD in excess of payments made to landlords in the amount of \$135,748. These excess funds may only be used for future payments to landlords. The remaining \$28,583 consists of unexpended bond proceeds that can only be used on approved projects.

Unrestricted – Consists of all other equity that does not meet the definition of “restricted” or “net investment in capital assets”.

Revenues and Expenses

Operating revenues and expenses are those that result from providing services and producing and delivering goods and/or services. Also included, all revenue and expenses not related to capital and related financing, noncapital financing, or investing activities. Expenses are classified as operating and nonoperating and are sub-classified by function, such as salaries, supplies, and contracted services.

Estimates and Assumptions

In preparing financial statements in conformity with U.S. GAAP, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE B - DETAILED NOTES ON TRANSACTION CLASSES / ACCOUNTS

Deposits

At year-end, the carrying amounts of the Housing Commission’s deposits were as follows:

	<u>Carrying Amount</u>
Financial Statement Captions	
Cash and cash equivalents	\$ 1,180,457
Cash and cash equivalents -- restricted	164,331
Cash -- tenant security deposits	<u>70,573</u>
Total	<u>\$ 1,415,361</u>
Notes to Financial Statements	
Cash on hand	\$ 275
Deposits	112,495
Money market fund	28,583
Sweep accounts	<u>1,274,008</u>
Total	<u>\$ 1,415,361</u>

Livonia Housing Commission
Notes to Financial Statements
For the Year Ended December 31, 2022

Deposit and Investment Risk

State law limits the allowable investments and the maturities of some of the allowable investments as identified in the following list of authorized investments.

- Bonds, securities, other obligations and repurchase agreements of the United States, or an agency or instrumentality of the United States
- Certificates of deposit, savings accounts, deposit accounts or depository receipts of a qualified financial institution
- Commercial paper rated at the time of purchase within the 2 highest classifications established by not less than 2 standard rating services and that matures not more than 270 days after the date of purchase
- Bankers acceptances of United States banks
- Obligations of the State of Michigan and its political subdivisions that, at the time of purchase are rated as investment grade by at least one standard rating service
- Mutual funds registered under the investment company act of 1940 with the authority to purchase only investment vehicles that are legal for direct investment by a public corporation
- External investment pools as authorized by Public Act 20 as amended through December 31, 1997

Interest Rate Risk

The Housing Commission's investment policy does not have specific limits in excess of State law on investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The Housing Commission's investment policy does not have specific limits in excess of State law on investment credit risk. At year-end, the Housing Commission had no investments and was therefore, not exposed to credit risk.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the Housing Commission's deposits may not be returned. State law does not require and the Housing Commission does not have a policy for deposit custodial credit risk. At year-end, the Housing Commission's entire bank balance of \$1,562,684 was not exposed to custodial credit risk because it was insured under FDIC.

Concentration of Credit Risk

State law limits allowable investments but does not limit concentration of credit risk. The Housing Commission's investment policy does not have specific limits in excess of State law on concentration of credit risk. At year-end, the Housing Commission had no investments and was therefore, not exposed to concentration of credit risk.

Livonia Housing Commission
Notes to Financial Statements
For the Year Ended December 31, 2022

Accounts Receivable

The balance in accounts receivable consisted of the following:

Due from HUD	\$ 39,103
Tenant accounts receivable	3,077
Allowance for doubtful accounts	<u>(1,875)</u>
Total	<u>\$ 40,305</u>

Capital Assets

Capital asset activity for the year was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Disposals</u>	<u>Ending Balance</u>
Capital assets not being depreciated				
Land	\$ 308,946	\$ -	\$ -	\$ 308,946
Capital assets being depreciated				
Buildings	9,617,985	362,900	(3,383,276)	6,597,609
Furniture, equipment and Machinery – dwellings	278,270	-	(278,270)	-
Furniture, equipment and machinery – administration	<u>332,091</u>	<u>-</u>	<u>(196,930)</u>	<u>135,161</u>
Total capital assets being depreciated	<u>10,228,346</u>	<u>362,900</u>	<u>(3,858,476)</u>	<u>6,732,770</u>
Less accumulated depreciation				
Buildings	(8,205,944)	(191,133)	3,383,276	(5,013,801)
Furniture, equipment and Machinery – dwellings	(266,172)	(12,098)	278,270	-
Furniture, equipment and machinery – administration	<u>(267,517)</u>	<u>(10,487)</u>	<u>196,930</u>	<u>(81,074)</u>
Total accumulated depreciation	<u>(8,739,633)</u>	<u>(213,718)</u>	<u>3,858,476</u>	<u>(5,094,875)</u>
Net capital assets being depreciated	<u>1,488,713</u>	<u>149,182</u>	<u>-</u>	<u>1,637,895</u>
Total net capital assets	<u>\$ 1,797,659</u>	<u>\$ 149,182</u>	<u>\$ -</u>	<u>\$ 1,946,841</u>

Livonia Housing Commission
Notes to Financial Statements
For the Year Ended December 31, 2022

Long-term Debt

Following is a summary of changes in long-term debt for the year:

	Beginning Balance	Additions	Deductions	Ending Balance	Amount Due Within One Year
HUD loan	\$ 259,534	\$ -	\$ (40,636)	\$ 218,898	\$ 42,714
Accrued compensated absences	79,262	-	(21,579)	57,683	51,915
Total	<u>\$ 338,796</u>	<u>\$ -</u>	<u>\$ (62,215)</u>	<u>\$ 276,581</u>	<u>\$ 94,629</u>

The HUD loan was entered into in 2007, has an interest rate of 5% and matures in 2027.

The annual requirements to pay future principal and interest on the HUD loan are as follows:

Year Ending December 31,	Principal	Interest
2023	\$ 42,714	\$ 9,975
2024	45,087	7,602
2025	47,017	5,492
2026	49,595	3,094
2027	34,485	633
	<u>\$ 218,898</u>	<u>\$ 26,796</u>

NOTE C - OTHER INFORMATION

Employee Benefit Plan

The Housing Commission participates in a Deferred Compensated Pension Plan covering all full-time employees not already participating in another plan. At December 31, 2021, there were 12 plan members. The employer's contribution percentage is 13% for those employees hired prior to March 31, 1997 and 9% for those employees hired on or after April 1, 1997. Employees that participate in the Plan are required to contribute 4% of their gross wages. Upon separation, accrued funds remain the property of that individual. During the year, the Housing Commission's contributions amounted to \$85,803. Employees made contributions of \$37,526 to the Plan.

Concentration of Revenue

The Housing Commission is dependent upon the HUD to fund its operations through operating subsidies and capital funding grants. Total revenue received from HUD for the fiscal year ended 2022 and 2021 was \$7,375,576 or 88% and \$7,074,976 or 92% of total revenue.

Livonia Housing Commission
Notes to Financial Statements
For the Year Ended December 31, 2022

Contingencies

Under the terms of certain Federal grants, periodic audits are required and certain costs may be questioned as not representing appropriate expenditures under the terms of the grants. Such audits could lead to reimbursement to the grantor agencies. Housing Commission management believes disallowances, if any, would be minimal.

Risk Management

The Housing Commission is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets, errors and omissions, injuries to employees and natural disasters. The Housing Commission maintains commercial insurance covering each of these risks of loss. Management believes such coverage is sufficient to preclude any significant uninsured losses to the Housing Commission. Settled claims have not exceeded this commercial coverage in any of the past three fiscal years.

Capital Fund Program

The Housing Commission is awarded Capital Fund Program (CFP) grants on a calendar year basis from HUD. The Housing Commission is required to obligate each of the CFP grant years within two years of receiving the award and is required to expend those funds within four years. The following CFP grant years were expended and recognized as revenue and / or capital contributions during the year:

<u>CFP Grant Year</u>	<u>Amount Expended</u>
2019	\$ 52,689
2021	<u>39,102</u>
Total	<u>\$ 91,791</u>

During the year ended December 31, 2022, the CFP Grant years 2017 and 2018 was closed and the HUD Modernization Cost Certificates have been certified.

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Livonia Housing Commission
Financial Data Schedule
Project Balance Sheet
December 31, 2022

Line Item #	Account Description	Project MI055000100
111	Cash - Unrestricted	\$ 442,812
112	Cash - Restricted - Modernization and Development	28,583
114	Cash - Tenant Security Deposits	70,573
100	Total Cash	541,968
122	Accounts Receivable - HUD Other Projects	39,103
126	Accounts Receivable - Tenants	3,077
126.1	Allowance for Doubtful Accounts - Tenants	(1,875)
120	Total Receivables, Net of Allowances for Doubtful Accounts	40,305
150	Total Current Assets	582,273
161	Land	308,946
162	Buildings	6,576,438
164	Furniture, Equipment & Machinery - Administration	64,461
166	Accumulated Depreciation	(5,026,807)
160	Total Capital Assets, Net of Accumulated Depreciation	1,923,038
180	Total Noncurrent Assets	1,923,038
290	Total Assets and Deferred Outflows of Resources	\$ 2,505,311
312	Accounts Payable <= 90 Days	\$ 9,653
321	Accrued Wage/Payroll Taxes Payable	64,299
322	Accrued Compensated Absences - Current Portion	29,233
333	Accounts Payable - Other Government	9,713
341	Tenant Security Deposits	70,573
342	Unearned Revenues	462
343	Current Portion of Long-Term Debt - Capital Projects/Mortgage	42,714
346	Accrued Liabilities - Other	57,079
310	Total Current Liabilities	283,726
351	Long-Term Debt, Net of Current - Capital Projects/Mortgage	176,184
354	Accrued Compensated Absences - Noncurrent	3,248
350	Total Noncurrent Liabilities	179,432
300	Total Liabilities	463,158
508.4	Net Investment in Capital Assets	1,704,140
511.4	Restricted Net Position	28,583
512.4	Unrestricted Net Position	309,430
513	Total Equity - Net Assets / Position	2,042,153
600	Total Liab., Def. Inflow of Res., and Equity - Net Assets / Position	\$ 2,505,311

Livonia Housing Commission
Financial Data Schedule
Project Income Statement
For the Year Ended December 31, 2022

Line Item #	Account Description	Total Projects	Project M1055000100	Operating Fund Program	Capital Fund Program
70300	Net Tenant Rental Revenue	\$ 614,644	\$ 614,644	\$ 614,644	\$ -
70400	Tenant Revenue - Other	25,490	25,490	25,490	-
70500	Total Tenant Revenue	640,134	640,134	640,134	-
70600	HUD PHA Operating Grants	347,633	347,633	329,846	17,787
70610	Capital Grants	74,004	74,004	-	74,004
70800	Other Governmental Grants	329,532	329,532	329,532	-
71100	Investment Income - Unrestricted	5,597	5,597	5,597	-
71500	Other Revenue	15,954	15,954	15,954	-
72000	Investment Income - Restricted	307	307	307	-
70000	Total Revenue	1,413,161	1,413,161	1,321,370	91,791
91100	Administrative Salaries	98,944	98,944	98,944	-
91200	Auditing Fees	9,250	9,250	9,250	-
91500	Employee Benefit Contributions - Administrative	47,271	47,271	47,271	-
91600	Office Expenses	31,112	31,112	31,112	-
91800	Travel	7,819	7,819	7,819	-
91900	Other	19,387	19,387	19,387	-
91000	Total Operating - Administrative	213,783	213,783	213,783	-
92100	Tenant Services - Salaries	75,317	75,317	75,317	-
92300	Employee Benefit Contributions - Tenant Services	28,059	28,059	28,059	-
92400	Tenant Services - Other	908	908	908	-
92500	Total Tenant Services	104,284	104,284	104,284	-
93100	Water	33,609	33,609	33,609	-
93200	Electricity	83,332	83,332	83,332	-
93300	Gas	66,607	66,607	66,607	-
93000	Total Utilities	183,548	183,548	183,548	-
94100	Ordinary Maintenance and Operations - Labor	87,938	87,938	87,938	-
94200	Ordinary Maintenance and Operations - Materials and Other	44,663	44,663	44,663	-
94300	Ordinary Maintenance and Operations - Contracts	151,057	151,057	151,057	-
94500	Employee Benefit Contributions - Ordinary Maintenance	40,630	40,630	40,630	-
94000	Total Maintenance	324,288	324,288	324,288	-
96110	Property Insurance	38,935	38,935	38,935	-
96120	Liability Insurance	8,277	8,277	8,277	-
96140	All Other Insurance	855	855	855	-
96100	Total Insurance Premiums	48,067	48,067	48,067	-
96210	Compensated Absences	2,255	2,255	2,255	-
96300	Payments in Lieu of Taxes	27,713	27,713	27,713	-
96400	Bad Debt - Tenant Rents	1,803	1,803	1,803	-
96000	Total Other General Expenses	31,771	31,771	31,771	-
96710	Interest on Mortgage (or Bonds) Payable	12,053	12,053	-	12,053
96700	Total Interest Expense and Amortization Cost	12,053	12,053	-	12,053
96900	Total Operating Expenses	917,794	917,794	905,741	12,053
97000	Excess of Operating Revenue over (under) Operating Expenses	495,367	495,367	415,629	79,738
97100	Extraordinary Maintenance	8,167	8,167	8,167	-
97400	Depreciation Expense	208,716	208,716	208,716	-
90000	Total Expenses	1,134,677	1,134,677	1,122,624	12,053
10010	Operating Transfer In	5,734	5,734	5,734	-
10020	Operating Transfer Out	(5,734)	(5,734)	-	(5,734)
10100	Total Other Financing Sources (Uses)	-	-	5,734	(5,734)
10000	Excess (Deficiency) of Total Revenue Over (Under) Total Expenses	278,484	278,484	204,480	74,004
11020	Required Annual Debt Principal Payments	40,635	40,635	-	40,635
11030	Beginning Equity	1,763,669	1,763,669	1,763,669	-
11190	Unit Months Available	1,812	1,812	1,812	-
11210	Number of Unit Months Leased	1,764	1,764	1,764	-
11270	Excess Cash	194,486	194,486	194,486	-
11620	Building Purchases	33,369	33,369	-	33,369
13510	CFFP Debt Service Payments	52,689	52,689	-	52,689

Livonia Housing Commission
Financial Data Schedule
Program Financials - Balance Sheet
December 31, 2022

Line Item #	Account Description	Total Programs	14.871 Housing Choice Vouchers	Business Activities
111	Cash - Unrestricted	\$ 737,645	\$ 667,181	\$ 70,464
113	Cash - Other Restricted	135,748	135,748	-
100	Total Cash	873,393	802,929	70,464
150	Total Current Assets	873,393	802,929	70,464
162	Buildings	21,171	21,171	-
164	Furniture, Equipment & Machinery - Administration	70,700	56,425	14,275
166	Accumulated Depreciation	(68,068)	(53,793)	(14,275)
160	Total Capital Assets, Net of Accumulated Depreciation	23,803	23,803	-
180	Total Noncurrent Assets	23,803	23,803	-
290	Total Assets and Deferred Outflows of Resources	\$ 897,196	\$ 826,732	\$ 70,464
312	Accounts Payable <= 90 Days	\$ 10,244	\$ 9,444	\$ 800
321	Accrued Wage/Payroll Taxes Payable	75,566	75,566	-
322	Accrued Compensated Absences - Current Portion	22,682	4,696	17,986
310	Total Current Liabilities	108,492	89,706	18,786
354	Accrued Compensated Absences - Noncurrent	2,520	522	1,998
350	Total Noncurrent Liabilities	2,520	522	1,998
300	Total Liabilities	111,012	90,228	20,784
508.4	Net Investment in Capital Assets	23,803	23,803	-
511.4	Restricted Net Position	135,748	135,748	-
512.4	Unrestricted Net Position	626,633	576,953	49,680
513	Total Equity - Net Assets / Position	786,184	736,504	49,680
600	Total Liab., Def. Inflow of Res., and Equity - Net Assets / Position	\$ 897,196	\$ 826,732	\$ 70,464

Livonia Housing Commission
Financial Data Schedule
Program Financials - Income Statement
For the Year Ended December 31, 2022

Line Item #	Account Description	Total Programs	14.871 Housing Choice Vouchers	Business Activities
70600	HUD PHA Operating Grants	\$ 6,953,939	\$ 6,953,939	\$ -
71100	Investment Income - Unrestricted	10,735	10,166	569
71600	Gain or Loss on Sale of Capital Assets	4,425	-	4,425
70000	Total Revenue	6,969,099	6,964,105	4,994
91100	Administrative Salaries	334,600	334,600	-
91500	Employee Benefit Contributions - Administrative	115,209	115,209	-
91600	Office Expenses	71,785	71,400	385
91800	Travel	5,794	4,962	832
91900	Other	14,808	14,008	800
91000	Total Operating - Administrative	542,196	540,179	2,017
93100	Water	739	739	-
93200	Electricity	3,029	3,029	-
93300	Gas	1,654	1,654	-
93000	Total Utilities	5,422	5,422	-
94300	Ordinary Maintenance and Operations - Contracts	45,910	45,910	-
94000	Total Maintenance	45,910	45,910	-
96110	Property Insurance	230	230	-
96120	Liability Insurance	3,248	3,248	-
96100	Total Insurance Premiums	3,478	3,478	-
96210	Compensated Absences	4,112	4,112	-
96000	Total Other General Expenses	4,112	4,112	-
96900	Total Operating Expenses	601,118	599,101	2,017
97000	Excess of Operating Revenue over (under) Operating Expenses	6,365,004	6,365,004	2,977
97300	Housing Assistance Payments	6,248,321	6,248,321	-
97400	Depreciation Expense	5,002	5,002	-
90000	Total Expenses	6,854,441	6,852,424	2,017
10000	Excess (Deficiency) of Total Revenue Over (Under) Total Expenses	114,658	111,681	2,977
11030	Beginning Equity	671,526	624,823	46,703
11170	Administrative Fee Equity	600,756	600,756	-
11180	Housing Assistance Payments Equity	135,748	135,748	-
11190	Unit Months Available	12,075	12,075	-
11210	Number of Unit Months Leased	10,030	10,030	-

Livonia Housing Commission
Financial Data Schedule
PHA Financial Data - Balance Sheet
December 31, 2022

Line Item #	Account Description	Project Totals	Program Totals	Total
111	Cash - Unrestricted	\$ 442,812	\$ 737,645	\$ 1,180,457
112	Cash - Restricted - Modernization and Development	28,583	-	28,583
113	Cash - Other Restricted	-	135,748	135,748
114	Cash - Tenant Security Deposits	70,573	-	70,573
100	Total Cash	541,968	873,393	1,415,361
122	Accounts Receivable - HUD Other Projects	39,103	-	39,103
126	Accounts Receivable - Tenants	3,077	-	3,077
126.1	Allowance for Doubtful Accounts -Tenants	(1,875)	-	(1,875)
120	Total Receivables, Net of Allowances for Doubtful Accounts	40,305	-	40,305
150	Total Current Assets	582,273	873,393	1,455,666
161	Land	308,946	-	308,946
162	Buildings	6,576,438	21,171	6,597,609
164	Furniture, Equipment & Machinery - Administration	64,461	70,700	135,161
166	Accumulated Depreciation	(5,026,807)	(68,068)	(5,094,875)
160	Total Capital Assets, Net of Accumulated Depreciation	1,923,038	23,803	1,946,841
180	Total Noncurrent Assets	1,923,038	23,803	1,946,841
290	Total Assets and Deferred Outflows of Resources	\$ 2,505,311	\$ 897,196	\$ 3,402,507
312	Accounts Payable <= 90 Days	\$ 9,653	\$ 10,244	\$ 19,897
321	Accrued Wage/Payroll Taxes Payable	64,299	75,566	139,865
322	Accrued Compensated Absences - Current Portion	29,233	22,682	51,915
333	Accounts Payable - Other Government	9,713	-	9,713
341	Tenant Security Deposits	70,573	-	70,573
342	Unearned Revenues	462	-	462
343	Current Portion of Long-term Debt - Capital Projects/Mortgage	42,714	-	42,714
346	Accrued Liabilities - Other	57,079	-	57,079
310	Total Current Liabilities	283,726	108,492	392,218
351	Long-term Debt, Net of Current - Capital Projects/Mortgage	176,184	-	176,184
354	Accrued Compensated Absences - Noncurrent	3,248	2,520	5,768
350	Total Noncurrent Liabilities	179,432	2,520	181,952
300	Total Liabilities	463,158	111,012	574,170
508.4	Net Investment in Capital Assets	1,704,140	23,803	1,727,943
511.4	Restricted Net Position	28,583	135,748	164,331
512.4	Unrestricted Net Position	309,430	626,633	936,063
513	Total Equity - Net Assets / Position	2,042,153	786,184	2,828,337
600	Total Liab., Def. Inflow of Res., and Equity - Net Assets / Position	\$ 2,505,311	\$ 897,196	\$ 3,402,507

Livonia Housing Commission
Financial Data Schedule
PHA Financial Data - Income Statement
For the Year Ended December 31, 2022

Line Item #	Account Description	Project Totals	Program Totals	Total
70300	Net Tenant Rental Revenue	\$ 614,644	\$ -	\$ 614,644
70400	Tenant Revenue - Other	25,490	-	25,490
70500	Total Tenant Revenue	640,134	-	640,134
70600	HUD PHA Operating Grants	347,633	6,953,939	7,301,572
70610	Capital Grants	74,004	-	74,004
70800	Other Governmental Grants	329,532	-	329,532
71100	Investment Income - Unrestricted	5,597	10,735	16,332
71500	Other Revenue	15,954	-	15,954
71600	Gain or Loss on Sale of Capital Assets	-	4,425	4,425
72000	Investment Income - Restricted	307	-	307
70000	Total Revenue	1,413,161	6,969,099	8,382,260
91100	Administrative Salaries	98,944	334,600	433,544
91200	Auditing Fees	9,250	-	9,250
91500	Employee Benefit Contributions - Administrative	47,271	115,209	162,480
91600	Office Expenses	31,112	71,785	102,897
91800	Travel	7,819	5,794	13,613
91900	Other	19,387	14,808	34,195
91000	Total Operating - Administrative	213,783	542,196	755,979
92100	Tenant Services - Salaries	75,317	-	75,317
92300	Employee Benefit Contributions - Tenant Services	28,059	-	28,059
92400	Tenant Services - Other	908	-	908
92500	Total Tenant Services	104,284	-	104,284
93100	Water	33,609	739	34,348
93200	Electricity	83,332	3,029	86,361
93300	Gas	66,607	1,654	68,261
93000	Total Utilities	183,548	5,422	188,970
94100	Ordinary Maintenance and Operations - Labor	87,938	-	87,938
94200	Ordinary Maintenance and Operations - Materials and Other	44,663	-	44,663
94300	Ordinary Maintenance and Operations - Contracts	151,057	45,910	196,967
94500	Employee Benefit Contributions - Ordinary Maintenance	40,630	-	40,630
94000	Total Maintenance	324,288	45,910	370,198
96110	Property Insurance	38,935	230	39,165
96120	Liability Insurance	8,277	3,248	11,525
96140	All Other Insurance	855	-	855
96100	Total Insurance Premiums	48,067	3,478	51,545
96210	Compensated Absences	2,255	4,112	6,367
96300	Payments in Lieu of Taxes	27,713	-	27,713
96400	Bad Debt - Tenant Rents	1,803	-	1,803
96000	Total Other General Expenses	31,771	4,112	35,883
96710	Interest on Mortgage (or Bonds) Payable	12,053	-	12,053
96700	Total Interest Expense and Amortization Cost	12,053	-	12,053
96900	Total Operating Expenses	917,794	601,118	1,518,912
97000	Excess of Operating Revenue over Operating Expenses	495,367	6,367,981	6,863,348

Livonia Housing Commission
Financial Data Schedule
PHA Financial Data - Income Statement
For the Year Ended December 31, 2022

Line Item #	Account Description	Project Totals	Program Totals	Total
97100	Extraordinary Maintenance	\$ 8,167	\$ -	\$ 8,167
97300	Housing Assistance Payments	-	6,248,321	6,248,321
97400	Depreciation Expense	208,716	5,002	213,718
90000	Total Expenses	1,134,677	6,854,441	7,989,118
10000	Excess (Deficiency) of Total Revenue Over (Under) Total Expenses	278,484	114,658	393,142
11020	Required Annual Debt Principal Payments	40,635	-	40,635
11030	Beginning Equity	1,763,669	671,526	2,435,195
11170	Administrative Fee Equity	-	600,756	600,756
11180	Housing Assistance Payments Equity	-	135,748	135,748
11190	Unit Months Available	1,812	12,075	13,887
11210	Number of Unit Months Leased	1,764	10,030	11,794
11270	Excess Cash	194,486	-	194,486
11620	Building Purchases	33,369	-	33,369
13510	CFPP Debt Service Payments	52,689	-	52,689



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A VETERAN OWNED BUSINESS

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Commissioners
Livonia Housing Commission
Livonia, Michigan

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of the *Livonia Housing Commission*, a component unit of the City of Livonia, Michigan, as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the *Livonia Housing Commission's* basic financial statements, and have issued our report thereon dated June 13, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the *Livonia Housing Commission's* internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the *Livonia Housing Commission's* internal control. Accordingly, we do not express an opinion on the effectiveness of the *Livonia Housing Commission's* internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the *Livonia Housing Commission's* financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Smith + Klayman PC

Saginaw, Michigan

June 13, 2023



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A VETERAN OWNED BUSINESS

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR
PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY
THE UNIFORM GUIDANCE**

To the Board of Commissioners
Livonia Housing Commission
Livonia, Michigan

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the *Livonia Housing Commission's* compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the *Livonia Housing Commission's* major federal programs for the year ended December 31, 2022. The *Livonia Housing Commission's* major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the *Livonia Housing Commission* complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the *Livonia Housing Commission* and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the *Livonia Housing Commission's* compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the ***Livonia Housing Commission's*** federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the ***Livonia Housing Commission's*** compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the ***Livonia Housing Commission's*** compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the ***Livonia Housing Commission's*** compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the ***Livonia Housing Commission's*** internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the ***Livonia Housing Commission's*** internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over

compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Smith + Klayman PC

Saginaw, Michigan

June 13, 2023

Livonia Housing Commission
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2022

Federal Agency / Pass Through Agency / Program Title	Federal Assistance Listing Number	Amount Expended
Department of Housing and Urban Development		
Direct programs:		
Public and Indian Housing	14.850	\$ 329,846
Housing Choice Vouchers	14.871	6,847,422
Capital Fund Program	14.872	<u>91,791</u>
Total Department of Housing and Urban Development		<u><u>\$ 7,269,059</u></u>
Reconciliation to Statement of Activities		
Federal revenue reported on the Statement of Activities:		
Program grants - subsidies		\$ 7,301,572
Capital grants		74,004
Change in net position related to federal programs		<u>(106,517)</u>
Total expenditures per Schedule of Expenditures of Federal Awards		<u><u>\$ 7,269,059</u></u>

See accompanying notes to schedule of expenditures of federal awards

Livonia Housing Commission
Notes to Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2022

Note 1 - Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal award activity of the ***Livonia Housing Commission*** under programs of the federal government for the year ended December 31, 2022. The information in this schedule is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the ***Livonia Housing Commission***, it is not intended to and does not present the financial position, changes in net position or cash flows of the ***Livonia Housing Commission***.

Note 2 - Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following cost principles contained in Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

For purposes of charging indirect costs to federal awards, the ***Livonia Housing Commission*** has elected not to use the 10 percent de minimis cost rate as permitted by 2 CFR section 200.414 of the Uniform Guidance.

Note 3 - Subrecipients

None of the federal expenditures presented in the Schedule were provided to subrecipients.

Livonia Housing Commission
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended December 31, 2022

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting

- Material weakness(es) identified? _____ Yes _____ **X** No
- Significant deficiency(ies) identified that are not considered to be material weaknesses? _____ Yes _____ **X** None reported

Noncompliance material to financial statements noted? _____ Yes _____ **X** No

Federal Awards

Type of auditor's report issued on compliance for major program(s): Unmodified

Internal control over major program(s)

- Material weakness(es) identified? _____ Yes _____ **X** No
- Significant deficiency(ies) identified that are not considered to be material weaknesses? _____ Yes _____ **X** None reported

Any audit findings disclosed that are required to be reported in accordance with 2 CFR section 200.516.(a)? _____ Yes _____ **X** No

Identification of major program(s):

Federal Assistance Listing Number	Name of Federal Program(s) or Cluster(s)
14.871	Housing Choice Vouchers

Dollar threshold used to distinguish between type A and type B programs: \$ 750,000

Auditee qualify as a low-risk auditee? _____ **X** Yes _____ No

Livonia Housing Commission
Schedule of Findings and Questioned Costs (Concluded)
For the Year Ended December 31, 2022

Section II - Financial Statement Audit Findings

None

Section III - Federal Program Audit Findings and Questioned Costs

None

Section IV - Prior Year Audit Findings

None

Sims, Ermon

From: Federal Audit Clearinghouse <govs.fac.ides@census.gov>
Sent: Friday, June 16, 2023 6:28 AM
To: Sims, Ermon; RKLACZ@SMITHKCPAS.COM
Subject: Single Audit Submission - Auditee Completed Certification for LIVONIA HOUSING COMMISSION - Report ID: 989954

06/16/2023

AUDITEE NAME: LIVONIA HOUSING COMMISSION REPORT ID: 989954 FISCAL YEAR END DATE: 12/31/2022

The auditee has electronically certified (signed) the Form SF-SAC for the above referenced organization.

After the auditor and auditee have both certified the Form SF-SAC, please complete the final step and submit the Single Audit package.

Sincerely,
Federal Audit Clearinghouse
<https://facides.census.gov>
govs.fac.ides@census.gov

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD SEPTEMBER 6, 2023**

Meeting was called to order at 8:33 p.m. by Council President Jim Jolly. Present: Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; and Jacob Rushlow, Assistant Director of DPW.

Councilmember McIntyre led the Pledge of Allegiance.

1. BLOCK PARTY: Anthony Mitchell, re: to be held Sunday, September 24, 2023, from 11:00 a.m. until 6:00 p.m., on Louise Street between Richland and Orangelawn Streets.

Anthony Mitchell, 29778 Richland Street, presented the request to Council.

Councilmember Donovic offered an approving motion for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

1.

Council Office
August 15, 2023

MEETING DATE

S090623/R092123

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

BLOCK PARTY: Anthony Mitchell, re: to be held Sunday, September 24, 2023, from 11:00 a.m. until 6:00 p.m., on Louise Street between Richland and Orangelawn Streets.

BACKGROUND DETAILS

A block party request from Anthony Mitchell to be held Sunday, September 24, 2023, from 11:00 a.m. until 6:00 p.m., on Louise Street between Richland and Orangelawn Streets.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

To approve as submitted.

ATTACHMENTS

1. S090623 Req for block party Tony Mitchell 9-24-23

APPROVED BY

**REQUEST FOR NOISE WAIVER BLOCK PARTY and/or
BARRICADING OF CITY STREETS**

Send to: Livonia City Council, c/o City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097
or hand deliver to the City Clerk's Office at least 8 weeks prior to the planned event

PLEASE PRINT

Date of Application: 8/13/23 Date to appear at a Council Meeting: 9/6/2023

Name of Neighborhood Representative: Anthony Machel

Address (please include zip code): 29778 Richland St. Livonia MI 48150

Telephone Number with area code: Home: 2692679412 Office: _____

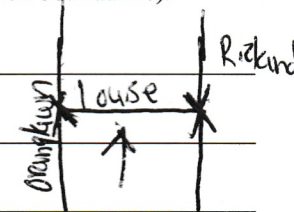
Email: Tony machel 0081@yahoo.com

Please circle what is being requested – “BLOCK PARTY” and/or “STREET BARRICADING”

9/24/2023 _____ 11am-6pm
Date of Block Party _____ Rain Date _____ Start/end time of Block Party and/or Barricading
and/or Barricading _____ **End time is no later than 10:00 p.m.**

Location of Block Party and/or Barricading: (Be specific. Indicate which streets and between which boundaries).

Louise Street Between Richland and Orangewood
in the Devon Aire Subdivision.



Type of Event: Briefly (Describe activities planned. Music, barbecue, games, etc.) Bounce house, pizza, Tent,
drinks, TV'S for Lions game

How many barricades are you requesting (max. 10)? TWO

Approximate Number Attending: 70

Date of Council Approval/Denial: _____

Council Resolution Number: _____

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD SEPTEMBER 6, 2023**

Meeting was called to order at 8:33 p.m. by Council President Jim Jolly. Present: Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; and Jacob Rushlow, Assistant Director of DPW.

Councilmember McIntyre led the Pledge of Allegiance.

5. REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND EXTEND CONTRACT WITH HAVENER TECH: Department of Public Works, re: for completing all repair work required in connection with catch basin, storm sewer, and concrete slab stabilization, in an amount not to exceed \$50,000.00 annually, from budgeted funds. (CR 321-21)

Jacob Rushlow, Assistant Director of DPW, presented the request to Council.

Councilmember McIntyre asked how many more need repair and how long it will if they begin the work in September.

Mr. Rushlow said the funds will cover about 90 additional catch basins. The total number is unknown as the need for repair becomes evident as they go through routine inspections. DPW can do about 40 to 50 per year and it takes them about three days per structure to complete. He indicated that Havener Tech has the technology to do all 90 catch basins in a day or two.

Councilmember McCullough offered an approving motion for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

5.

DPW
August 23, 2023

MEETING DATE

S0960623/R091823

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND EXTEND CONTRACT WITH HAVENER TECH: Department of Public Works, re: for completing all repair work required in connection with catch basin, storm sewer, and concrete slab stabilization, in an amount not to exceed \$50,000 annually, from budgeted funds. (CR 321-21)

BACKGROUND DETAILS

The Department of Public Works is always looking for progressive, less intrusive, and safer ways of performing preventative maintenance on buried infrastructure. The catch basin, storm sewer, and concrete slab stabilization services technique provides another tool that can be used by Department staff to make repairs to our aging infrastructure. The City is responsible for the repair and maintenance of over 26,000 catch basins and other storm water structures. As leaks occur in these structures and along storm pipes, this tool will allow, in some cases, the injection of a polyurethane foam to fill the voids and seal the leaking structures, thus eliminating the costly and disruptive process of excavating, rebuilding/replacing, repaving, and turf restoration. This quick, trenchless, and non-disruptive repair technique is being utilized by neighboring cities, townships, county road commissions, and the Michigan Department of Transportation.

The Department of Public Works has worked with Havener Tech over the past four years on the repair of 300 road catch basins using their quick, trenchless technology. We've also been impressed with their capabilities of services to perform large storm culvert and concrete slab stabilization. The original 2018 as-needed catch basin, storm sewer, and concrete slab stabilization services was publicly advertised and competitively bid on the Michigan Intergovernmental Trade Network (MITN) procurement system by the City of Farmington Hills. That bid was made available to other cities, counties, and governmental agencies through the MITN Purchasing Cooperative. Livonia took advantage of that opportunity and entered into an agreement with Havener Tech for those services under the same prices, terms, and conditions. (Ref: #290-18) Havener Tech has agreed to provide another two-year extension through 2024 at their current contract price (see attached letter).

The funding for this contract is budgeted within the road maintenance fund and will improve our ability to quickly stabilize failing catch basins and storm sewers while saving money for the City of Livonia. The Department of Public Works is requesting a not to exceed amount of \$50,000 per year to make the necessary repairs and infrastructure system improvements.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to

be used in lieu of the recommendation)

It is the recommendation of the Department of Public Works that Council proceed as follows:

1. Award a two-year contract extension to Havener Tech, 433 Elmwood, Troy, MI 48083, through November 30, 2024, for an amount not to exceed \$50,000.00 annually for completing all repair work required in connection with catch basin, storm sewer, and concrete slab stabilization. Funding is available through the approved Road Maintenance Budget account number 204-463-818-119.
2. Waive the formal bidding process in accordance with Section 3.04.140.D.4 of the Livonia Code of Ordinances, as amended, since no advantage to the City would result from competitive bidding in this situation.

SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)

Catch basin, storm sewer and concrete slab stabilization

CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)

Two-year extension of current contract, through November 30, 2024

DETAILED WORK BEING PERFORMED

Repair of catch basins and other storm water structures.

FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)

\$50,000 annually

GL # 204-463-818-119 - Road Maintenance

ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)

Piggy-backed with Farmington Hill's bid through the MITN purchasing cooperative.

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): Waive the formal bidding process in accordance with Section 3.04.140.D.4 of the Livonia Code of Ordinances, as amended, since no advantage to the City would result from competitive bidding in this situation.

ATTACHMENTS

1. Havener Tech Renewal Letter
2. 290-18 - Basin - Sewer -Slab Stablization (Havener)
3. R110821 Approval of two yr contract ext with Havener Tech CR 321-21

APPROVED BY



Jacob Rushlow, P.E., Assistant Director of Public Works

Date: August 23, 2023



Don Rohraff, Director of Public Works

Date: August 23, 2023



Michael Slater, Finance Director

Date: August 23, 2023



Maureen Miller Brosnan, Mayor

Date: August 24, 2023



8.22.2023

Jacob Rushlow, P.E.
Assistant Director Of Public Works
City Of Livonia
Department of Public Works

Re: Havener Tech Catch Basin 2 Year Contract extension

Mr. Rushlow,

Havener Tech would like to extend our current catch basin rehabilitation contract with the city of Livonia for an additional (2) two years, through 2023 and 2024. We would like to honor our current \$562.75 price per structure through the duration of the two year extension through 2023 and 2024.

We look forward to working with you in the near future.

Respectfully Submitted,

Mike Guerin

President

A handwritten signature in blue ink, appearing to read 'Mike Guerin', with a long horizontal stroke extending to the right.

Havener Tech, LLC

#290-18 RESOLVED, that having considered the report and recommendation of the Director of Public Services, dated July 12, 2018, which bears the signature of the Director of Finance and is approved for submission by the Mayor, the Council does hereby accept the bid of **Havener Tech**, 433 Elmwood, Troy, MI 48083 for performing all work required in connection with **catch-basin, storm sewer, and concrete slab stabilization**, on an as needed basis, in an amount not to exceed **\$25,000.00** annually for a two (2) year period (with an option to renew for an additional two year period), the same to be expended from funds already budgeted for this purpose in Account No. 204-463-818-119 (Road Maintenance Budget); FURTHER, the Council does hereby authorize the aforesaid action without competitive bidding inasmuch as the same is based upon the low cooperative bid pricing and in accordance with Section 3.04.140.D.4 of the Livonia Code of Ordinances, as amended; and the Mayor and City Clerk are hereby authorized to execute a contract, subject to approval as to form and substance by the Department of Law, for and on behalf of the City of Livonia with the aforesaid bidder and to do all other things necessary or incidental to the full performance of this resolution.

Regular Minutes of November 8, 2021

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

#321-21 RESOLVED, that having considered the report and recommendation of the Assistant Director of Public Works, dated September 30, 2021, submitted pursuant to Council Resolution 290-18, adopted on August 8, 2018, which bears the signatures of the Director of Public Works and the Director of Finance and is approved for submission by the Mayor, the Council does hereby authorize the Mayor and City Clerk to execute a two-year contract extension, for and on behalf of the City of Livonia, with Havener Tech, Inc., 433 Elmwood, Troy, MI 48063 for performing all work required in connection with catch-basin, storm sewer, and concrete slab stabilization, on an as needed basis, in an amount not to exceed \$50,000.00 annually, the same to be expended from funds already budgeted for this purpose in Account No. 204-463-818-119 (Road Maintenance Budget); FURTHER, the Council does hereby authorize the aforesaid action without competitive bidding for the reasons indicated in the aforesaid communication, and such action is taken in accordance with Section 3.04.140.D.3 of the Livonia Code of Ordinances, as amended.

<i>CONSENT AGENDA ITEM 3 (Regular Meeting of November 8, 2021)</i>
--

Motion by:	Toy
Seconded by:	Jolly
ROLL CALL:	
Ayes:	Toy, Bahr, McCullough, Donovic, Jolly, McIntyre
Nays:	None
Absent:	White



LETTER TO THE LIVONIA CITY COUNCIL

3.

Law
August 21, 2023

MEETING DATE

PH080723/R082123/R090623

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

PROPOSED AMENDMENT TO THE LIVONIA ZONING ORDINANCES, AS AMENDED: Department of Law, re: Petition 2023-04-01-03 submitted by Michael Morad, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest ¼ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm).

BACKGROUND DETAILS

At your regular meeting held on August 21, 2023, you responded to Petition 2023-04-01-03, submitted by Michael Morad, for a change of zoning of property located on the east side of Westmore Street between Farmington Road and Shadyside Street (20180 Westmore Street), in the Northwest 1/4 of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm).

Accordingly, herewith submitted for your consideration is the proposed ordinance amendment prepared by the Department of Law, together with the map prepared by the Planning Department.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

First Read

ATTACHMENTS

1. PH080723 2023-04-01-03 Michael Morad DIRECTION
2. PH080723 2023-04-01-03 Michael Morad Minutes
3. PH080723 New Data Item 3 - 2023-04-01-03 Michael Morad -Resident Response
4. PH080723 2023-04-01-03 Michael Morad
5. 2023-04-01-03_E-COUNCIL Pkt
6. Proposed Ordinance - Pet. 2023-04-01-03 - Michael Morad
7. 2023-04-01-03_1st

APPROVED BY

Paul Bernier, City Attorney

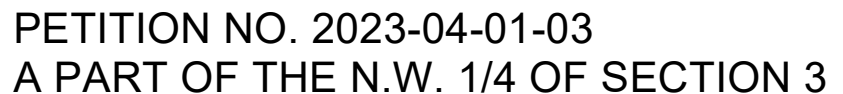
Date: August 24, 2023

A handwritten signature in black ink, appearing to read "Maureen Miller Brosnan". The script is cursive and fluid.

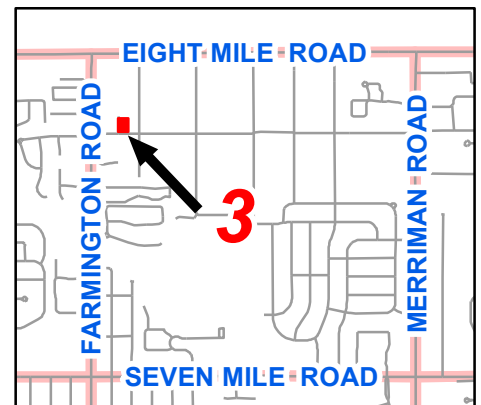
Date: August 24, 2023

Maureen Miller Brosnan, Mayor

20311 - 20345							FARMINGTON ROAD		20330			20321		SHADYSIDE ROAD		20320					
33490	33478	33466	33454	33432	33420	33408			20300		20315		20307			20310					
CAPRI CT.							FARMINGTON ROAD		20210-20246		20240		20285		SHADYSIDE ROAD		20306				
33489	33475	33461	33437	33423	33409				20200 - 20206		20245		20205				20260				
33562	33524	33486	33448	33410			FARMINGTON ROAD		20210-20246		20240		20285		SHADYSIDE ROAD		20240				
33561	33523	33485	33447	33409					20200 - 20206		20245		20205				20200				
20122							20105		20210-20246		20240		20285		SHADYSIDE ROAD		20306				
20100							20047		20200 - 20206		20245		20205				20260				
20122							20105		20210-20246		20240		20285		SHADYSIDE ROAD		20306				
20100							20047		20200 - 20206		20245		20205				20200				
20122							20105		20210-20246		20240		20285		SHADYSIDE ROAD		20306				
20100							20047		20200 - 20206		20245		20205				20260				
20122							20105		20210-20246		20240		20285		SHADYSIDE ROAD		20306				
20100							20047		20200 - 20206		20245		20205				20200				
20122							20105		20210-20246		20240		20285		SHADYSIDE ROAD		20306				
20100							20047		20200 - 20206		20245		20205				20260				
20122							20105		20210-20246		20240		20285		SHADYSIDE ROAD		20306				
20100							20047		20200 - 20206		20245		20205				20200				
20122							20105		20210-20246		20240		20285		SHADYSIDE ROAD		20306				
20100							20047		20200 - 20206		20245		20205				20260				
20122							20105		20210-20246		20240		20285		SHADYSIDE ROAD		20306				
20100							20047		20200 - 20206		20245		20205				20200				
20122							20105		20210-20246		20240		20285		SHADYSIDE ROAD		20306				
20100							20047		20200 - 20206		20245		20205				20260				
20122							20105		20210-20246		20240		20285		SHADYSIDE ROAD		20306				
20100							20047		20200 - 20206		20245		20205				20200				
20122							20105		20210-20246		20240		20285		SHADYSIDE ROAD		20306				
20100							20047		20200 - 20206		20245		20205				20260				
20122							20105		20210-20246		20240		20285		SHADYSIDE ROAD		20306				
20100							20047		20200 - 20206		20245		20205				20200				
20122							20105		20210-20246		20240		20285		SHADYSIDE ROAD		20306				
20100							20047		20200 - 20206		20245		20205				20260				
20122							20105		20210-20246		20240		20285		SHADYSIDE ROAD		20306				
20100							20047		20200 - 20206		20245		20205				20200				
20122							20105		20210-20246		20240		20285								



Adopted by the City Council on



MAYOR
CLERK

**PUBLIC HEARING
DIRECTION**

Monday, August 7, 2023

Findings and Order of the Hearing Officer regarding the demolition of a residential structure located at 37739 Seven Mile, in accordance with Chapter 15.52 (Dangerous Buildings and Structures) of the Livonia Code of Ordinances, as amended.

DIRECTION: 1) APPROVING

Findings and Order of the Hearing Officer regarding the demolition of a residential structure located at 11033 Berwick, in accordance with Chapter 15.52 (Dangerous Buildings and Structures) of the Livonia Code of Ordinances, as amended.

DIRECTION: 1) APPROVING

Petition 2023-04-01-03 submitted by Michael Morad under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest $\frac{1}{4}$ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm).

**DIRECTION: 1) APPROVING
2) DENYING
3) COMMITTEE OF THE WHOLE**

Petition 2023-05-01-04 submitted by Colossal Development Group L.L.C. under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the properties at 20511, 20513 and 20515 Angling Road, located on the southwest corner of Angling and Eight Mile Roads in the Northeast $\frac{1}{4}$ of Section 1, from C-1 (Local Business) to N1 (Neighborhood).

DIRECTION: 1) APPROVING (FOR 1ST READ)

**THESE ITEMS ARE TO BE PLACED ON THE AGENDA FOR THE
REGULAR MEETING OF AUGUST 21, 2023**

**CITY OF LIVONIA
PUBLIC HEARING**

Minutes of Meeting Held on Monday, August 7, 2023

A Public Hearing of the Council of the City of Livonia was held at the Livonia City Hall Auditorium on August 7, 2023.

MEMBERS PRESENT: Jim Jolly, President
Laura Toy, Vice President
Rob Donovic
Brandon McCullough
Kathleen McIntyre
Scott Morgan

MEMBERS ABSENT: Scott Bahr

OTHERS PRESENT: Paul Bernier, City Attorney
Mike Fisher, Assistant City Attorney
Mark Taormina, Planning and Economic Development Director
Sara Kasprovicz, Recording Secretary

The Public Hearing was called to order at 7:27 p.m. with Council President Jim Jolly presiding. This item is regarding **Petition 2023-04-01-03** submitted by Michael Morad under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest $\frac{1}{4}$ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm). This item will be moved to the Regular Meeting of August 21, 2023.

The Public Hearing is now open. There were 5 persons in the audience.

Jolly Item number three is a different type of matter. To start this off I'm gonna go to our Economic Development Director, Mark Taormina. Mr. Taormina, can you introduce us to this item?

Taormina Thank you, Mr. President. Again, this is a request to rezone a single-family residential property from N-2, Neighborhood, to R-U-F, Rural Urban Farm. This is an unplanted property. It's located at the corner of Norfolk and Westmore Avenue. The purpose of the zoning change is to allow the property owners to keep chickens. R-U-F zoning under Section 6.34 does allow for the keeping of animals, including fowl on properties that are at least a half an acre in size, and so that the equivalent of 21,780 square feet. The R-U-F district, on the other hand, requires a minimum lot size of 15,000 square feet, but this property is over 39,000 square feet or just under an acre, so it meets the requirements the land size requirements for both promote the keeping of animals and the R-U-F district. In addition to the main house and the detached garage, there is a small chicken coop

and a fenced in enclosure, or what we're referring to as a chicken run. The coop and run are located at the rear of the property in the northeast corner. The applicant currently has a total of 16 chickens. To address some of the concerns, the homeowners are going to have the city conditionally approve the zoning change. So, before you, is a list of conditions that would be incorporated into an agreement. This so-called conditional zoning agreement is authorized under the Michigan zoning Enabling Act. And under the statute, an owner may voluntarily offer in writing and the Council may approve certain use and development of land as a condition of rezoning. So, we don't see these too often, but we have, in the past, approved maybe five or so conditional zoning agreements. The law does prohibit local units of government from requiring landowners to offer conditions as a requirement for rezone and does not allow them to add or alter the condition. So again, these are voluntary conditions submitted by the Morad's to the Council for your consideration. Approving the conditions, Council may establish a time period during which the conditions apply to the land. And if the conditions are not satisfied within the specified time, the land shall revert to the former zoning classification. So, the Morads are offering of conditions relating to the keeping of chickens on the property. The list is provided to you this evening as a conditional rezoning stating of conditions. And it includes several items including a limit on the number of chickens, a prohibition of keeping roosters and other farm animals, where and how to get chickens are to be kept on the property, as well as the maintenance, prohibition of any commercial activities related to the keeping of chickens. And then the duration that chickens can remain on the property, which would last for as long as the Morads or their heirs resided at the property. So, I won't go over each one of those, but you should have a draft of that agreement before you. The Planning Commission is recommending approval of the zoning with the with the acceptance of the conditional zoning agreement.

- Jolly Okay, so two questions initially for me first, have they offered any self-restrictions in regards to building additional structures on the property?
- Taormina As it pertains to the chickens?
- Jolly As it pertains to anything.
- Taormina No, that issue has never been addressed.
- Jolly Okay. And when you say that they have agreed to these terms for themselves and their heirs who may reside on the property, do we mean heirs by way of succession? That word heirs, as Mr. Bernier and Mr. Fisher can explain to us, probably has different meanings and we want to be clear what that what that actually means. And would that also include anybody they assigned the property to, by way of sale or otherwise?

- Taormina It's not intended to cover the latter. I believe it would be direct descendants. I think that's the intent. The Morads are the ones that provided this language. We helped them draft it, but I understand your concern. And that's something we can certainly fine tune, should you want that to be better understood, what those limitations are, and you can work with the attorney and the Morads to pin it down.
- Jolly Is this something that at some point, moving forward from tonight to the August 21st meeting, that our Law department can take a look at as well to make sure there's a clear understanding of what's being offered?
- Bernier Mr. Fisher is our chicken expert and that's why Mike is here today. And we will clearly take a look at that.
- Jolly Okay, if so there's nothing else from Mr. Taormina, I'm gonna go to the petitioner. If there's somebody who'd like to speak on behalf of the petitioner, please come up to the podium. Identify yourself and your address, even though we know what that is, and give us your perspective. Mr. Taormina has already explained it to us from an overview. So, if there's anything you'd like to add to this, please go ahead.
- Mr. Morad My name is Michael Morad. My address is 20180 Westmore, Livonia, Michigan, this is my wife, Megan Morad. So, the current anybody that has a current R-U-F zoning in Livonia, they have zero restrictions on the number of chickens, whether or not they can have roosters, how many, what type of building they can build, if they can free range, if they can wander about your property, or if they need to be kept up, within a coop or run throughout the day. And again, we're giving up those conditions. Just to make this process a little bit easier and simpler for everybody to speak on. To speak on your question, Jim. It is just intended in case something happens to myself or my wife, it would only go to my children, if we have two boys. So, they either buy the house from us later in life, or if something happens to us, and they have to take over the house. That's the only intended purpose of it. There's no other purpose of it. It's when it's sold, they can revert to N-2 as was stated in there. I'm not going to care, I'll be dead.
- Jolly So my other question, though, R-U-F properties are allowed to have additional structures. And this is something that comes before us from time to time you'll see people with bigger lots who build additional barns or something of that nature. Where do you find yourself in regards to that?
- Mr. Morad We won't be building anything other than what's already on the property. Just the coop, the run, the garage the house, and a tool shed in the corner. As far as other buildings. I can't imagine building anything else on that property.

- Jolly Yeah, I can understand that. When I first saw this, the first thing that came to mind to me, because we haven't had a whole lot of issues come up in regards to R-U-F about zoning. The few that have happened in regards to people wanting to build additional farm structures and things of that nature. And so that was my interest. And my concern initially looking at this.
- Mr. Morad Yeah, we have no interest in building a barn. Our property is kind of laid out weird. If we were to put a barn of any sort there, it would take up our entire side yard, basically, from the side of our house. It's kind of odd how our property is laid out.
- Jolly Before I ask you, one last thing. Mr. Fisher? With the explanation of these concessions that's been provided by Mr. Taormina. Because of the language that he used, and I'm not I'm familiar with the statute, is that something that I could ask them if they'd be willing to consider in regards to additional structures or is that something that I can't ask. In terms of would they have to offer that as a concession themselves or can we ask them to be open to that?
- Fisher Oh, I see. This is supposed to come from them.
- Jolly Okay. So, they would have to offer that freely. That's why I'm asking him and I'm not asking you, I don't want to put you on the spot. That was my concern when I first spoke with this, because that's the only issues that come up with our R-U-F lots. So that's all I got. In regards to my colleagues here, Ms. Toy. Go ahead.
- Toy If I may, to the Petitioner or Mr. Taormina. As you are expanding this or not expanding it, do you sell these eggs?
- Mr. Morad No, we do not. That is one of our conditions as well. No chickens, or eggs will be sold from property. We give them out to everybody. We give them to our neighbors, friends, friends of friends. Everybody. We give them away, we give them away to everybody. And then if they do sit on the counter too long. We cook them back up and giving back to the chickens. It's actually really good for him as cannibalistic as that may sound. The shells provided back to them, the shells, the eggs, it's very good for them, it makes better eggs, bigger eggs and other chickens. We do that as well.
- Jolly That answers the question in regards to what comes first, I guess right? Mr. Donovic.
- Donovic Thank you, Mr. President. Thanks to the petitioners for being here tonight. Thank you for the various residents that sent me letters for and against this and begin a few people reach out to me. To Mr. Taormina, can you explain the theory of spot zoning because that's something that comes up to me my look at this aerial map. It's surrounded by C-1 along Farmington

Road with some N-1 and some C-2, but within the neighborhood itself, it's primarily zoned N-2, then you get into the thought process of single handedly rezoning one particular property, what is the theory of spot zoning? Where does it put us in the future, when another Petitioner comes before us and wants to rezone a particular property in the middle of C-1, now I make it just N-1. I'm trying to think of where we as a Council...

Taormina I think the example you just cited is probably more akin to what people would consider spot zoning where you have one, one use district that drastically differs from another from the surrounding use districts and in that, and there's going to be a zoning curve within almost an island within that dominant classification. Here, what you're doing, you're just substituting one residential classification for another, the size of this property meets the R-U-F district requirements. It's the same use group and allows mostly the same types of uses with the exception of the keeping of animals. So, I would not put this, I'm not pressed by this situation at all.

Donovic It's important to your point, we're just staying residential, we've just gone from one type of residential to another type of residential. So, the spot zoning or future ramifications of us proving this rezoning would not necessarily be harmful to us, wouldn't jeopardize us in the future by picking and choosing when we want to redevelop or rezone a property. How did we get to the number of chickens? On my notes is 25 chickens, but I think I heard that in R-U-F, there's no limitation on how many chickens you could have, if I heard that correctly. How did we get this number 25?

Taormina There is no limitation and Mr. Morad will have to answer your question regarding the number that's in the agreement, because that's the number that he provided to us.

Mr. Morad 25 is the limit that is what is that what our coop on our run is built for, that's the max that we can hold there without having to expand, make a bigger run, make a bigger coop. At 25, that's pretty full for what we have, we don't plan to go that high, you know, anytime soon. That's just as they get older, we phase new chickens in the old ones get phased out. So, the other thing with that they're flocking animals, when you buy them from stores and other places and like breeders and things like that, you'd have to buy six at a time.

Donovic And the last question is, what are you doing as owners to try to lessen the burden on your next-door neighbor's because I've gotten some emails concerning about what they're going to do with their impacts. What do you do as owners of chickens? I know nothing about chicken, I just know how to eat it at a restaurant. So, I don't know what kind of, doe it smell, is it loud? These sorts of things that come to mind, what are you doing as owners to kind of fix those issues so your neighbors can live peacefully?

Mr. Morad So, I'll kind of go through my notes that I have here. So, what we have right now, I don't know if there's a picture of it. If you guys have it or can see. The shed is a seven by seven, just standard plastic, plastic, blow molded shed. Inside, I built walls all the way around on the three inside walls. They are insulated, so that helps reduce the noise. When they are laying eggs, that's when they are the noisiest. When I'm standing at my backyard, on my patio, at my house. You can hear them just as loud as there's loud as crickets back there. They're not that loud. That is the loudest that they will be throughout the days when they're laying. The door between, it's an automatic door, it opens and closes automatically. I set that time and I change it throughout the year. So, it opens at 8am. I can make that later as the year goes on, as the time changes and things like that. And that's again, courtesy to the neighbors. But we don't have roosters, that was our condition that we offered as well. We don't want to have fertilized eggs, because we don't want to have just a bunch of chickens popping up all year long. So, that's why we added that in there as well. Again, for the noises also. The coop, we do clean that out every two weeks. We do clean that out, everything is taken out. We follow the GAAMP procedures, which is how you handle animal manure droppings and things like that. And that's the standard set by MDARD, which unfortunately I'm very familiar with MDARD through work. I'm a licensed pesticide applicator. So, I do attend a lot of MDARD things as well. So, I'm pretty familiar with them. But we follow that pretty closely. And we take care of as well as best as we can. We haven't had any complaints about smell or anything from the neighbors that are right there. All three of them that are out there, we've never had any issues. So, that's what we do to take care of it. The run has construction sand in it, which has a little bit more aggregate in it. The chickens eat that and when they peck at it, it gets in their system and it gets in their gizzards to their like to their food, it grinds their food up. And that's it what the construction sand is for, and we clean that out every week. I rake that all around that construction sand, move it all around, just kind of till around, gives them fresh new stuff to pack and go through.

Mrs. Morad We communicate with them on almost daily basis to make sure that there is no smell, and the noise is not concerning. I mean, we're very just very involved with so they love it. They love them too.

Jolly Thank you both. Are there any other questions specifically for the petitioners in regards to this item? I see none. You may sit down. I will open the floor up anybody else who'd like to speak. I will note that we do have new data on this item coming to us from Ron and Jan Irving at 20181 Shadyside as a matter of information that they provided to the Council. Good evening, ma'am. Tell me your name and address please.

Schantz My name is Pauline Schantz, my address is 33223 Norfolk Street. I live across the street from them. And I've been in their backyard with their

chickens in the run and things like that. I never smelled them. They're not real loud. I haven't actually heard them, except when they are on the run, and they're not real loud then. Actually, my fly bag on the side of my house smells. This does not. And my dog, I can hear after dry. But I don't hear their house. So, I have no problem. I think that they are doing a wonderful job they've actually been taking care of the home and the yard and improved the whole thing.

Jolly Thank you. Good evening, ma'am. Your name and address please.

Hanania Andrea Hanania 34930 Munger Drive. I totally support this, given the safety issues, having chickens in their backyard. Whatever their practice is, may not be a practice that I would agree with, but they should be able to practice and take care of their family in whatever way. I actually tried to get chickens and go through this process because I didn't want to deal with this. So, I let them go. But I'm happy for them. And I support them dealing with them. And with the pesticides, I support free range also.

Jolly Is there anybody else who'd like to speak to item number three? If anybody would like to speak to this item, please line up accordingly if you're able to. Good evening, ma'am, your email address please.

Irvin Good evening, my name is Jan Irvin. This is my husband, Ron. 20185 directly behind their property. I'm not going to go over the many pages that I sent to you. I'm just gonna paraphrase a few things because I know I only get a short time. But it's already down to 51 seconds, so, start my two minutes. My husband and I have lived in Livonia for 30 years. I have severe allergies for over 54 years, I received two allergy shots every two weeks and various medicines for my numerous allergies, including anything of fur or feathers. If the Morads have 25 chickens free roaming in the big pen, which is also suggested in the list, which is their big dog pen, it's 50 x 60 behind our house, we won't be able to use our porch or open our windows. We babysit for our two-year-old grandson. He also has allergies, so we will not be able to be comfortable with him being in the yard. Secondly, Mrs. Morad's paperwork suggests that she may have an emotional support animal in the home, not 25 chickens that's not specified. She stated that she is allergic to them. Her husband and son appear to be the ones caring for the current 16 chickens. And we hope that it doesn't go to 25. At what point does one person's right, get taken away for someone else's to rezone for chickens? We do not recommend rezoning or giving permission to have 25 chickens. My husband and I are 68 and 69. We just want to enjoy our yard without health concerns coming from the adjacent yard. I can't open my windows at all. Councilmembers, please ask yourself, would you want 25 chickens behind your yard? The City Council has a responsibility to all the citizens of Livonia, not just one resident. Please look over the attachments. I know there's a lot of reading, but I do have a letter from my doctor. Also, I just don't feel that one person shouldn't be taking over the whole area. And when we were canvassing

the neighborhood, it was about 60/40 for or against chickens. And one of the neighbors said, Oh good. She has a 500-foot lot. She said, I'm going to ask to be rezoned because I'd like to get a horse.

Jolly So that's your time, ma'am. Thank you.

Irvin Thank you.

Jolly Okay. Mr. Bernier, I see an audience member who's already spoken on this topic approaching the podium. We are committed to speaking once per meeting.

Bernier That's correct.

Jolly So thank you very much. We just can't have a going back and forth kind of situation. We're considering everything that's been said. Good evening, sir. Your name and address for the record please.

Murphy My name is David Murphy. 39040 Grennada Street. I do live in a subdivision where we have a neighbor with chickens, and it is very pleasant. They roam around in the yard from time to time. They're not loud. Same thing, no roosters. The speaking with them is very pleasant. And they allow us to come around it. And I'm just saying I'm for it.

Jolly Thank you sir, I appreciate it. Good evening, your name and address please sir.

Gesek Hi, Jonathan Gesek, 9023 Laurel Street. I've been a resident of Livonia Michigan, for about 41 years now. And I think that the events of the last three or four years have caused our food supply to sometimes be a little fragile. And I think that we should encourage people who can have distributed food supplies such as the Morads, here, to have those. We know that, well, I personally know the Morads, and I know they share everything they have if anyone asks. And so, if something dreadful happened in the near future, it would be good for anyone's to have someone like them to help share eggs, meat to things like that.

Jolly Thank you sir. Is there anybody else from the audience would like to address item number three? Going once, going twice, public comments on Item three is now closed.

Donovic Mr. Chair, I'd like to offer an approving a denying and a Committee of the Whole options. So, our colleagues have ample opportunity to make a decision for the next meeting. Thank you, Mr. Chair.

Jolly Thank you, Mr. Donovic. So, what Mr. Donovic has done, he's offered all three of the available options in regards to this. An approving, denying and a Committee of the Whole. That is basically, it runs the playing field in terms of what our possibilities of having at the next meeting is not

uncommon to vote on, for all three potentially is pretty common, so that the Council can consider all options and go forward in regards to exploring our thoughts and how they vote on this on August 21. Okay, so, with that being said, we will close item number three.

As there were no further questions or comments, the Public Hearing was declared closed at 7:52 p.m.

To: [Kasprowicz, Sara](#)

From: Jan Irvin

Subject: Chicken petition

Date: Friday, August 4, 2023 11:16:43 AM

Hello Sara,

NEW DATA RECEIVED FOR PUBLIC
HEARING OF AUGUST 7, 2023, ITEM 3

Here are the 3 photos I wanted to include. I will bring the envelope containing the rest of our letter.

Therefore our input will be a total of 10 items for the meeting. Thank you for all your help!

Jan Irvin. 248 477-3677 H. 248 982-6530 C.



Compost bin placed directly in our view, not near chicken cleaning area





Ron and Jan Irvin
20181 Shadyside
Livonia, MI 48152

Livonia City Council

August 3, 2023

Re: Petition #2023-04-01-03

Dear Council Members,

My husband and I have lived in Livonia over 30 years and we have always enjoyed our area of mixed types of housing with large trees. The Morads moved in behind us and made improvements, but also erected a large dog pen, a large chicken coop with 16 chickens and a chicken run. They were advised that the neighborhood was a residential zoning area, not "urban farm" and they decided to pursue rezoning even though their property is less than the required acre. The Morads have submitted a list of proposed items which they want the Council to consider for rezoning. However, it appears they have changed a few items since the last meeting with the planning board. We want to go on record as objecting to these changes.

- 1) Perhaps the current coop and run are overcrowded already and that is possibly why they want to put the chickens in the dog pen to run "free range". The 25 chickens are an excessive number for the property. According to Mrs. Morad's paperwork, it was suggested that she have an emotional support animal in the home. It does not say anything about a large amount of chickens.
- 2) **I have had severe allergies for which I have been treated over 54 years.** I receive two allergy shots and various medicines for my various allergies including anything with fur or feathers. If the Morads are allowed to have chickens in the big pen I will not be able to be in the backyard to do my gardening while they are present as we are "down wind" from that area. See doctor's note.
- 3) We babysit our 2 year old grandson 1-2 days a week. We would not feel comfortable to let him play in the backyard. We have already put up a row of bushes to keep him from the fence as the male dog urinates through the fencing and we do not want him to keep walking through that.
- 4) The dog pen is about 50 x 60 feet. However it is against our backyard fence and only 49 feet from our porch. Consequently, we will not be able to sit on our porch, garden or otherwise enjoy the yard while the chickens are roaming. Chickens put off a dust and have other diseases as mentioned in the three attached pages, A1-A3. An article entitled "The Happy Chicken Coop" states that salmonella, lysteria, and E. coli are also very common in chickens. It says that it stays in the grass even after the chickens have left. The Morads have two small children. The article also states that one should be very careful with children under 5 handling chickens.
- 5) Why would you have an emotional support animal that you are allergic to and do not take care of? Mr. Morad does all the animal care with his son. Mrs. Morad does not interact with the chickens.

- 6) Many people in our neighborhood have lots that exceed 500 feet in depth making their properties much larger. While speaking with neighbors about the rezoning, one neighbor said "oh good, I think I will rezone to see if I can have a horse." Rezoning would allow others to apply.
- 7) **Our question is: At what point does one person's rights get taken away in order for another to have a rezoning to raise chickens. We can contact the American Disabilities Agency people to see what can be done in this situation.**

Please consider:

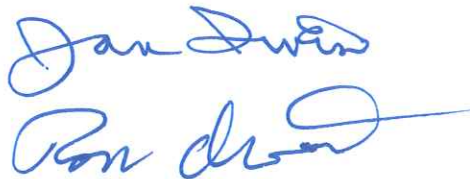
- A) We would prefer that there be **no chickens whatsoever**. If the chickens remain, they should not exceed the current number of 16.
- B) The chickens should never be in the dog pen.
- C) The composter should be moved near the cleaning area of the coop instead of right behind the fence in our view. Mr. Morad did this to antagonize us.
- D) The Morads are not allowed to sell the eggs. (He told a neighbor that he can get \$5.00 for each dozen.)

In conclusion, my husband and I are 68 and 69 years old. We just want to enjoy our retirement, yard and patio without any health concerns coming from the adjacent yard.

Council Members; please ask yourself if you would like to have 25 chickens behind your yard? The City Council has a responsibility to all the citizens of Livonia, not just one resident.

Sincerely,

Jan and Ron Irvin



Please see attached pages and photos.

Irvin- page 2

2023-04-01-03

Irvin
#2023-64-01-03

ASTHMA ALLERGY IMMUNOLOGY CENTER
18451 W12 MILE ROAD SUITE 100
LATHRUP VILLAGE, MICHIGAN 48076
PHONE: 248.646.3131 FAX: 248.646.5871

August 03, 2023

To: Livonia City Council

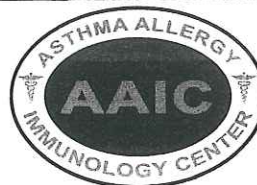
My patient, Jan Irvin, has extensive allergies, including animals with fur or feathers. She has been treated by Dr. Lawrence Sweet (retired) and Dr. Badr, her current allergist. She has been receiving allergy injections and attending regular office visits for over 54 years. She currently receives 2 injections every two weeks, as well as allergy medications and eye drops.

I do not recommend that she be near chickens, as mentioned in the neighbor's rezoning proposal, especially in a "free range" capacity.

Sincerely,



Itemad Badr, M.D.



Itemad Badr, MD
Board Certified Pediatric and Adult
Allergy & Immunology

18451 W. 12 Mile Rd, Suite 100
Lathrup Village, MI 48076
Phone (248) 646-3131
Fax (248) 646-5871

4792 Rochester Rd
Troy, MI 48085
Phone (248) 528-9010
Fax (248) 528-2162

www.aaicmi.com

westmore

Coop Run
Chickens

Tent

neighbor

Shed

Compost

about 60x50'

Morad House

Dog Pen
and "free
range" area

Our Back
Yard
49 ft
to our
porch

Garage

Our
Garage

Norfolk

Quick guide to poultry dust

These pages give non-technical information on how to prevent respiratory disease from working with poultry and tell you where you can get further help, if you need it.

[The technical and legal guide gives more detailed information](#)

What is poultry dust?

Poultry dust is a mixture of bird feed, bedding material (eg wood shavings/shreds or straw), bird droppings, feathers and dander (dead skin), dust mites and storage mites, and micro-organisms such as bacteria, fungi (moulds) and endotoxins (cell wall components of bacteria).

[Diagram showing the constituents of poultry dust](#)

Does this concern me?

Respiratory disease (a disease affecting our lungs and breathing tubes) is a major occupational health risk for people working in agriculture. The number of occupational asthma cases is double the national average. Studies have shown that poultry workers exposure to poultry dust can be substantial.

Workers with occupational respiratory disease may develop permanent breathing problems, becoming disabled, and unable to work. This not only affects individual workers, but has wider cost implications for employers and the poultry industry as a whole.

What should I do about it?

Respiratory diseases are preventable. There are simple, cost-effective steps employers and workers can take to avoid respiratory disease at work, using the [avoid, protect and check](#) approach and following the guidance set out in [Controlling exposure to poultry dust: An occupational hygiene standard of good working practice for poultry farmers](#).

Which activities generate poultry dust?

People working in poultry houses breathe in many different airborne particles, which together are called poultry dust. What poultry dust is made up of depends on several things, eg the growing or production system, the type of housing, the type and age of the birds and the work itself. There are several typical activities that create airborne poultry dust, capable of causing respiratory disease:

- Laying down bedding.
- Populating poultry houses with young birds.
- Routine crop maintenance and cleaning.
- Catching poultry (depopulation).
- Litter/manure removal.
- Cleaning poultry houses after depopulation (final clean).

Laying down bedding

- Spreading straw/wood shavings by hand.
- Mechanical chopping and spreading of straw and wood shavings.

Populating poultry houses with young birds

- Placing out trays of day-old chicks into growing sheds.
- Transferring point of lay hens from wheeled modules into cages/open barns.

Routine crop maintenance and cleaning

- Using an air blower to clean down battery cages, walls, floors and machinery.
- Using a brush to sweep away debris.
- Using a brush to clean cages.

Catching poultry (depopulation)

- Herding birds into a penned area.
- Walking through birds to check for bird welfare.
- Catching birds.
- Vaccinating birds.
- Loading birds into modules.

Litter/manure removal

- Using a mechanical bucket to scoop, scrape, pile up and tip litter.
- Using a shovel to remove litter from around the base of roof supports and other awkward areas inside a poultry house where a mechanical bucket cannot reach.
- Using a blower to remove litter from around roof supports/extensions.
- Using a mechanical rotary brush to sweep up the floor.

Cleaning poultry houses after depopulation (final clean)

- Using compressed air to clean extraction fan and casings.
- Using compressed air to blow down poultry material at a high level.

Respiratory disease

Our respiratory or breathing system includes the mouth, nose, lungs and the tubes that connect them. Occupational respiratory disease is a medical term used to describe diseases caused by, or made worse by, something you breathe in while at work, eg poultry dust.

Diagram of the breathing system

Symptoms

Poultry workers often have breathing problems at work such as:

- Spreading straw/wood shavings by hand.
- Mechanical chopping and spreading of straw and wood shavings.

Populating poultry houses with young birds

- Placing out trays of day-old chicks into growing sheds.
- Transferring point of lay hens from wheeled modules into cages/open barns.

Routine crop maintenance and cleaning

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Our respiratory or breathing system includes the mouth, nose, lungs and the tubes that connect them. Occupational respiratory disease is a medical term used to describe diseases caused by, or made worse by, something you breathe in while at work, eg poultry dust.

Diagram of the breathing system

Symptoms

Poultry workers often have breathing problems at work such as:

- coughing;
- bringing up phlegm;
- shortness of breath;
- wheezing; and
- chest tightness

Working with poultry dust commonly causes symptoms affecting the:

- eyes (itching, watering or redness);
- nose (sneezing, itching, runny or blocked nose); or
- throat discomfort

You can also get flu-like symptoms with headache, fever and muscle aches.

If you suspect you may have a respiratory problem, report your work-related symptoms to your employer and visit your doctor for advice and treatment if needed.



LETTER TO THE LIVONIA CITY COUNCIL

3.

Planning
July 13, 2023

MEETING DATE

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

Petition 2023-04-01-03 submitted by Michael Morad, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest ¼ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm).

BACKGROUND DETAILS

July 12, 2023

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2023-04-01-03 - Michael Morad

Dear Council Members:

At the 1,201st Public Hearings and Regular Meeting held by the City Planning Commission on July 11, 2023, the following resolution was adopted:

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

#07-46-2023 RESOLVED, That the City Planning Commission does hereby recommend to the City Council that Petition 2023-04-01-03 submitted by Michael Morad under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest ¼ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm)7, be approved for the following reasons:

1. The Petitioner has voluntarily offered a conditional zoning agreement pursuant to MCL 125.3405 of the Michigan Zoning Enabling Act, Act 110 of 2006, as amended, that includes a statement of conditions for maintaining chickens on the property.
2. The RUF zoning is appropriate given the Petitioner's unique circumstances.
3. The proposed RUF zoning is compatible with the area's surrounding land uses.

4. The proposed zoning change represents a reasonable and logical plan for the subject property that adheres to sound land use planning principles.

5. The proposed zoning change would allow the use of the subject property in a manner consistent with its size and location.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 and 13.15 of Livonia Zoning Ordinance, as amended.

ATTACHMENTS

1. 2023-04-01-03_E-COUNCIL Pkt

APPROVED BY



Date: July 18, 2023

Mark Taormina, Planning and Economic Development Director



Date: July 20, 2023

Maureen Miller Brosnan, Mayor

Petition 2023-04-01-03 submitted by Michael Morad under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest ¼ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm).

REZONING APPLICATION
CITY OF LIVONIA, MICHIGAN

All applications must be presented in quadruplicate to the City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097. Applications **must** include property owner's name, address and notarized signature. You are invited and encouraged to review your proposal with the Planning Department staff.

Date Filed: 4/25/23 Petition 2023-04-01-03

Site Address: 20180 westmore Sidwell 010 99 0008000

Requesting To Rezone Property From R2 To RUF

For the Following Reason (s) Legally and responsibly own chickens

\$620-

Applicant: Michael Morad Business/Company: _____

Applicant's Address: 20180 westmore City: Livonia State: MI Zip Code: 48152

Applicant's Phone # (734) 620-7148 Applicant's Email Morad9490@gmail.com

For fee computation, see attached Fee Schedule **Please provide the following information:**

- 1) **Legal Description** of the property to be considered. Paper copy must be clearly printed.
- 2) **Fully Dimensional Map (3 copies)** drawn at an appropriate scale, with a north arrow, dated & legend key to symbols and showing:
 - The land that would be affected by the proposed amendment.
 - The dimensions, square footage & acreage of the land.
 - The existing conditions of the site, including all structures & parking layout.
 - A legal description of the land to be rezoned.
 - All public and private right-of-ways & easements bounding & intersecting the site.
 - A preliminary plan showing the proposed land use(s) of the land under consideration.
 - The zoning classification of all abutting zoning districts.
 - The structures and existing land uses on all property adjacent to the subject parcel and on other such property as may, in the City Planner's determination, be necessary to properly reflect the existing character of the surrounding neighborhood.
- 3) A copy of the Fully Dimensional Map submitted in a pdf. format either on a CD or it can be emailed to Planning@livonia.gov

RECEIVED
APR 26 2023
CITY OF LIVONIA
PLANNING COMMISSION

Owner of Property: Michael & Megan Morad

Owner's Address: 20180 westmore City: Livonia State: MI Zip Code: 48152

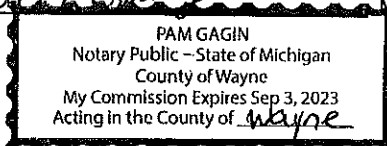
Owner's Phone # (734) 620-7148 Owner's Email Morad9490@gmail.com

Signature of Owner: [Signature] Print Name: MEGAN MORAD

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

on this 25th day of April 20 23

Signature of Notary [Signature] My commission expires 9/3/2023



APPROVED AS FORM
Department of Law

By: Michael E. [Signature]

Date: 4/26/2023

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MINUTES OF THE 1,200th PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, June 13, 2023, the City Planning Commission of the City of Livonia held its 1,200th Public Hearing and Regular Meetings 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:	Wafa Dinaro	David Bongero	Sam Caramagno
	Glen Long	Peter Ventura	Ian Wilshaw

Members absent: None

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

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

ITEM #1 PETITION 2023-04-01-03

Michael Morad

Mr. Caramagno, Secretary, announced the first item on the agenda, Petition 2023-04-01-03 submitted by Michael Morad under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest ¼ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm).

Mr. Taormina: Thank you, Mr. Chairman, This is a request to rezone a single residential property from N2 (Neighborhood) to RUF (Rural Urban Farm). This is an unplatted property located east of Farmington Road and south of Eight Mile Road at the corner of Norfolk and Westmore Avenues. The purpose of the zoning change is to allow the property owners to keep chickens on their property. RUF zoning under Section 6.34 allows the keeping of animals including fowl on properties with one half acre or more of land. The RUF district also requires a minimum lot size of 15,000 square feet. The Morad's property measures 176 feet by 225 feet for a total of 39,600 square feet or 0.91 acres, which exceeds both of these requirements. In addition to the main residence and a detached garage, the site plan shows a small chicken coop that measures 7' x 7' along with a 13' x 7' fenced-in enclosure or chicken run. The chicken coop and the chicken run are located in the property's rear northeast corner. The applicant currently maintains roughly 16 chickens on the property. The surrounding area consists mostly of residential. To the north, the east and to the south are single family homes, most of which are part of the Folker's Farmington Acres subdivision. West, across Westmore Street, is the Pinebrook Office Park, zoned C-1 (Local business). The Livonia Vision Future Land Use Plan designates the subject area as low density residential. A little bit of history about the zoning of the property. Before Livonia became a city, the zoning of this part of Section 3 of the Township was AG (Agriculture). When the city was incorporated in 1950, with the adoption of Zoning Ordinance 60, the area was rezoned to RUF in 1961. Much of the north half of the Section was rezoned from RUF to a classification called RLA, which stood for Residential Large Lot. Then, in 1965 with the adoption of Ordinance #543, the RLA district became R-3. Finally, with the adoption of the Livonia Vision 21 Zoning Ordinance, now the Livonia Zoning Ordinance, the R-3 district became the N2 zoning. There have been two failed attempts to change the zoning of this part of Section 3, including the subject property, back to the RUF classification. The first attempt was in 1979 when a request to change the area from R-3 back to RUF was rejected. The second petition occurred in 1987, and that too was denied. In staff's opinion, concerns over the future effects of changing the zoning of this property could be addressed through a conditional zoning agreement, which, if voluntarily offered by the applicant, could impose limitations, such as the type and number of farm animals, how and where they're kept, as well as what happens should the applicants move. This conditional zoning agreement could be presented to City Council before the final adoption of

any zoning change. I will now read the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Taormina: We received a number of letters from residents. I won't read all of those, since each of the commissioners has a copy of those. I will just indicate how many...there were seven letters representing 10 homes that support the petition and then eight emails or letters were received, that were opposed. The first item is from the Engineering Division, dated May 12, 2023, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed rezoning at this time. The subject parcel is assigned the address of #20180 Westmore Avenue. The existing parcel is currently serviced by public sanitary sewer, water main and storm sewer. Per the submittal, there are no planned alterations to the sanitary sewer and water main services, so we do not expect any impacts to the existing systems at this time."* The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Finance Department, dated May 19, 2023, 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 May 31, 2023, which reads as follows: *"In accordance with your request, the Treasurer's Office has reviewed the address connected with the above noted petition. At this time, there are no outstanding amounts receivable for taxes. Therefore, I have no objections to the proposal."* The letter is signed by Lynda Scheel, Treasurer. That is the extent of the correspondence.

Mr. Wilshaw: Thank you, Mr. Taormina. As you noted, there are a number of emails and letters that we received from residents. Those are in our packet; we will receive and file those with the packet and it will stay with this item as it moves forward. So, we appreciate the people who have submitted those comments. Is there any questions for the planning staff from any of our commissioners, Dave,

Mr. Bongero: Mr. Chair, for Mark, so the conditional zoning, that'd be something we'd vote on tonight?

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- Mr. Taormina: It is something that you could include in the resolution, depending on the applicant's willingness to enter into such a thing. So, if the Commission seems that would be a plausible resolution to some of the issues involving this item, and there's a willingness on the part of the applicant to engage in a conditional zoning agreement, then it can be referenced in an approving resolution that would then be forwarded to City Council, and City Council would actually review the document before final adoption of any zoning change.
- Mr. Bongero: Okay, so then we wouldn't be talking RUF? It would still be in RUF?
- Mr. Taormina: It would be attached to the RUF zoning.
- Mr. Bongero: Okay, but with conditions that this is...you can only have so many animals, there's only this type, and that's it. Right?
- Mr. Taormina: Right. Again, keep in mind that these are conditions that have to be voluntarily offered by the applicant. They cannot be conditions that you impose upon the applicant and which they object to.
- Mr. Bongero: Okay.
- Mr. Taormina: That is a stipulation of the statute, which allows this to occur.
- Mr. Bongero: So, they would have to offer.
- Mr. Taormina: That is correct.
- Mr. Bongero: Thank you.
- Mr. Wilshaw: Thank you, Mr. Bongero. Good question.
- Ms. Dinero: Mark has...is there a precedent or has this ever happened where we rezone just one parcel in the neighborhood?
- Mr. Taormina: It's happened a couple of times over the years that I've been here, under various circumstances, sometimes involving non-issues of non-conformities. However, I cannot recall a rezoning case like this involving the keeping of animals. But that's not to say that it's never happened. In my tenure, which is now closing on 25 years, I cannot recall something like this.

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Mr. Wilshaw: Thank you Ms. Dinaro. Any other questions for staff? Mr. Ventura?

Mr. Ventura: Mark, at our study session, we had a discussion that the petitioner may have, by virtue of a prescriptive letter from a counselor, may have a right that supersedes any zoning to keep the chickens that they desire to have and this was being studied by the Law Department, and we're going to be guided by that if the Law Department gave us an opinion prior to tonight's meeting, how has the law department, if they have it all come down on this matter?

Mr. Taormina: I have discussed this matter with the Law Department, but they believe that the Morad's are doing the right thing by seeking the zoning change, realizing that their claim under the American with Disabilities Act (ADA) is probably one that could very well be upheld, and hence proceeding through the zoning change is the proper course of action to eliminate any non-conformities. What action would be taken if the zoning change is not approved? I can't answer that. I don't know, but the claim under the ADA is...could be a real one and the city may have to accept that.

Mr. Ventura: Regardless of the zoning?

Mr. Taormina: Regardless of the zoning.

Mr. Ventura: Thank you.

Mr. Wilshaw: Thank you, Mr. Ventura. Any other questions for our staff? If not, our petitioners in the audience tonight. If you'd like to come forward, we'd like to hear from you. We'll ask that you start with your name and address for our record.

Michael Morad, 20180 Westmore, Livonia, MI..

Mr. Wilshaw: Thank you, Mr. Morad. Is there anything else that you'd like to add to what's been already said tonight?

Mr. Morad: No, I think guys have covered pretty good part of it as well. But, you know, we are willing to, you know, meet some conditions if necessary. As mentioned, as mentioned before, but you know, those would have to be discussed, but I mean, we're more than open to pretty much any, any conditions with it. We don't have roosters. We don't have any noise. You know, there's no noise early on. They are limited to the outside. So, we have an

automatic door that opens at eight o'clock every morning. So, they're not out, you know, very early, and that is you know, just respect to the neighbors and keep the noise down and whatnot. Not that they're very noisy. I know a few of you have stopped by and checked it out, and what you heard is what you heard and what you smelled is what you smell. They don't smell. We do follow the Generally Accepted Agricultural and Management Practices (GAAMP), which is like a practice from MDARD, about manure and things like that, and that's how we clean it out. I do clean it. The coop is cleaned every two weeks. It's kept clean. I live there. I like my backyard. It's a big property. I enjoy it. My son, our son, is out there and our next son will be out there. I don't want to walk in it. We try and keep it as keep as clean as we can. Friendly as we can for everybody else. We've had a lot of support from all of our neighbors. People we've never, you know, people we've never met before stop by all the time and want to check it out. Want to know what's going on, especially since that sign has been out there, but we've had just a outpour of support from people that live even on the other side of the neighborhood. They want them too, you know, they want to know how it goes because they want them too. I think they're a good thing. We also...I forgot to mention this last week as well. You know the waste in our house has gone down. All of our food scraps go into a bowl, it's all kept. Everything is kept inside of the coop as well. Nothing is put out into the run that's outside. Everything is kept into that coop. That door also closes at...I adjust it throughout the year depending on when daylight or when you know, when the sun goes down. Right now, it closes at about 9:45 So, everything is kept inside and nothing can get in there and we keep it that way. I don't want food. I don't want water out there. I don't want to track any other animals or any other issues. But we...all of our table scraps, all of our food scraps go right to them. So we've eliminated a lot of our, you know, just waste from our house. We feed them all kinds of different stuff, but you know we support local businesses. I always buy everything from Chap's, right off of Middle Belt, and I'll continue to do that for everything that I do around my house too. But especially the feed, and all the pine shavings for the bedding and everything else, try and buy as much as I can from them and support local guys. But any of the conditions, if anybody wants to discuss those, and we're more than willing. We do have 16 right now. I don't see that number going much higher. You know, as they get older, we'll probably, you know, phase new chickens in, so there will be, you know, a couple more here and there. But I don't see that number ever reaching 20. That was discussed also, how many chickens we

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can keep on an acre. That number is pretty high. We don't ever aim to reach that number. But, you know, we're well below the accepted number for keeping chickens on an acre. So that's about it.

Mr. Wilshaw: Okay, thank you. Mr. Morad, you've given us a lot of information. I think we might have some questions for you. Yeah. Let's see if there's any questions from any of the commissioners for our petitioner.

Mr. Bongero: Mr. Moran, I met you the other night, and I got a chance to see everything is nice and neat and clean over there. Explain with 16 chickens, how many eggs can you get? Like when they're really producing like...what's the amount of eggs?

Mr. Morad: That's dependent on the breed of the chicken as well. But usually, it's about, you know, one to two a day, could be three for some breeds that are really hearty to produce. During the summer months, right now, they're not old enough, we don't get them. But you know, as the summer goes on the next couple of weeks, we should start seeing them. But we'll probably see, like, minimum one to one a day from each chicken within the next, you know, a little bit.

Mr. Bongero: So, with that, do you intend on selling them or the extra eggs or

Mr. Morad: No, we do not sell. We you know, hand them out to families, friends, neighbors, pretty much anybody that'll take them, because we will end up getting overrun with them. We also, as discussed in the meeting last week, it's an odd thing but you cook them down and feed them back to them with the shells as well because the calcium helps them produce better and you know, larger eggs. So, we do that as well, once they have reached their shelf life on the, you know, on the counter, but they do last for a very long time...we don't refrigerate them, they last for a very long time on just the counter by themselves. As opposed to the ones that you buy from the store because they are washed from the store and when you don't wash them when they come right out, they are they have like a protective. It's not it's not there's nothing you can see. But it's like a protective layer that's on them. And as long as you keep that on there, they'll last for like three to four weeks on a counter.

Mr. Bongero: Gotcha. So, I know we talked about...the neighbor behind us they have chickens, and I never hear him and...but I do hear a rooster and it's hilarious. We don't mind. It starts about 430 in

the morning. He goes at night, and we laugh because we think...it's...I love him. I really do. But it came up and I asked you if you had any intention of getting a rooster because I could see where that could be annoying, but you would never have a new rooster.

Mr. Morad: No. My wife will never allow it either. Her uncle had one. It was not nice. They can be nice; They cannot be nice. It depends on the rooster, and it depends on the people that are around. But, you know, we don't want one. We don't want fertilized eggs, you know, but we just don't want one for just safety as well.

Mr. Bongero: So with that, and I'm done...you would consider Mark's offer of a conditional zoning?

Mr. Morad: Absolutely.

Mr. Bongero: Okay, thank you. Thank you, Mr. Chair.

Mr. Wilshaw: Any additional questions?

Mr. Morad: If there's anybody that I don't know who got a chance to stop by and, who didn't. You know, like David said he had stopped by yesterday, but I do have a printed picture. I don't know if you want to pass it around.

Mr. Wilshaw: You can hand it to Ms. Reece, and she'll pass it on.

Mr. Morad: So, this is what we have set up right now.

Mr. Wilshaw: That's helpful. Thank you. Yeah. Any questions from any other commissioners as that comes around?

Mr. Wilshaw: This is your coop, correct?

Mr. Morad: Yeah. That is the coop and the run. Yep.

Mr. Wilshaw: Okay. Thank you. And that's how that's how it's set up? That's how it'll stay.

Mr. Long: Thank you. You mentioned that the door opens automatically at 8am, and so I imagine they come out at their leisure.

Mr. Morad: Yes.

- Mr. Long: And then it closes automatically at different times depending on daylight. So, do you have to go out and corral them back in? Do they know that the doors...is there like a bell that goes off, like a five-minute bell? How do they know to get back in?
- Mr. Morad: It's takes a couple of weeks, but we just checked on them at night after I knew that door would close when we let the dogs out for the last time at night. I would just go out there with the flashlight really quick and check, and we had a few stragglers, but I still check out every night just to make sure that none of them get left out, then I'll put them back in there if need be. But the last two to two and a half weeks haven't had any stragglers outside. So, they just they kind of learn. They just learn.
- Mr. Long: I get it. So, they learn but you do have a check, so if for some reason you were out of town, what happens? I know there was some correspondence at your old neighborhood where people would keep an eye on them. So, what's your plan if you're not around?
- Mr. Morad: Generally, if we're not around, my mother-in-law does stay at our house because we have dogs just to keep them at our house because they're fenced in there. They don't have a fence at their house, and generally, if we're gone, she's probably staying with our child. So, usually there's somebody there. We don't really plan on taking any long vacations, but we would have, you know, a friend sit over as well, to watch the dogs. We don't board our dogs. So they're at the house.
- Mr. Long: If we, I guess this is to Mark, if we change the zoning to RUF, his pledge not to have roosters notwithstanding, he could have roosters if it was changed to RUF. Is that correct?
- Mr. Taormina: Well, any violations of a conditional zoning agreement could be reason for the zoning to revert back to N2.
- Mr. Long: So, if we had that in the conditions, that he couldn't have a rooster, then that would be a violation, but if we just change it to RUF, he could have roosters. Is that correct?
- Mr. Taormina: Yes.
- Mr. Long: So, if we just made a unilateral change without any conditions, then we're opening the door to that he may not want them, but the zoning would be changed, and the next person might come in and decide that they want it.

Mr. Taormina: Right.

Mr. Long: So, we definitely need safeguards if we're going to...

Mr. Taormina: That would be my suggestion.

Mr. Long: Okay. Thank you. Thank you, Mr. Chair.

Mr. Wilshaw: Thank you, Mr. Long, and correct me if I'm wrong, Mr. Taormina. If we're going to do a conditional rezoning, that occurs at the City Council level, that's not something that we will really noodle out at this stage of the game, because it's the petitioner that has to offer the conditions such as, I will not have a rooster, or I'll only have 20 chickens or whatever they choose to offer. They will have to offer that to City Council. So, at our stage, we can't really...we won't see those conditions.

Mr. Taormina: You could if you elect to postpone this to receive a draft of the agreement. Otherwise, you could recommend to City Council that a conditional zoning agreement be considered as part of this zoning change and list some of the items which the applicant has agreed to.

Mr. Wilshaw: Okay, and then that way, at least there's a record that can move on to the council. So, they have an idea what we're looking for.

Mr. Taormina: Right.

Mr. Wilshaw: Okay, Mr. Long.

Mr. Long: Okay. Well, that's certainly one way to go. I guess another question would be then also, if we denied it, the petitioner would have 10 days to appeal to City Council, and they could come up with the regulations that they're willing to submit to, as part of their...

Mr. Taormina: Well, yes. Because this is a zoning change, it automatically goes to council, so there would be no need, regardless of what your decision is tonight. It's going to automatically go to the council for a second public hearing.

Mr. Long: Thank you. Thank you, Mr. Chairman.

Mr. Wilshaw: Thank you, Mr. Long. And I think those discussions are helpful for the folks in our audience as well to have a feel for how this is

going to proceed. We are a recommending body and we're going to make a recommendation of this zoning, either for or against, which will then go on to City Council. So, you're going to go through this whole process, again, have a public hearing and a vote at the council level as well. So, you understand as a petitioner and also anyone in the audience who's following this item. Any other questions? Ms. Dinaro.

Ms. Dinaro: This is for Mark. This is probably for you. If we do conditional rezoning, could we make it so it doesn't run with the land? It reverts back after the sale of the property.

Mr. Taormina: You cannot do that. He can offer that, and you can accept it.

Mr. Wilshaw: Got it. All right. Thank you for that question. Any other questions for our petitioner or our staff Mr. Ventura?

Mr. Ventura: So, we're trying to get this done, but it appears to me and I'm saying this to you, but it appears to me and Mark, I'd like you to chime in here, that you have not come to us tonight with a petition with conditions, number one. Number two, we are precluded from offering conditions to you. We just can't sit here and say, we're going to approve this with the following conditions. That's not within our power, so we're in a position where we can deny you tonight and you can then go to the City Council, because you're automatically going to go there with conditions that you would offer to them, or we could do something called tabling this tonight. You could then consult with Mr. Taormina and the planning staff to come up with the conditions that you would be willing to live with and then you'd come back to us in a week or two, and we would then have the opportunity to approve you with the conditions that you've had worked out with Mr. Taormina and the planning staff. So, have I said anything wrong or...?

Mr. Taormina: No.

Mr. Ventura: So, I guess what would you like us to do tonight? If a straight-out approval is not...

Mr. Morad: Yeah. So, we would have to have conditions, like written out for you guys, correct? It can't just be like....

Mr. Ventura: It would have to be part of our documentation offered to us by you as part of your petition.

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- Mr. Morad: Okay. Yeah, yeah, I'd like to do that.
- Mr. Ventura: So, you would prefer that we table it tonight and give you an opportunity to do the conditions and then come back to us. Is that what you're telling me?
- Mr. Morad: Yes.
- Mr. Ventura: Okay, thank you. Thank you, Mr. Wilshaw.
- Mr. Wilshaw: Thank you, Mr. Ventura.
- Mr. Long: I wanted to make sure...that's fine, we can do it the way that you agreed to with Mr. Ventura. That will slow the process down as long as you're okay with that.
- Mr. Morad: I mean, if that gives us the greater you know, you can...
- Mr. Long: That way you can have a yes recommendation, potentially, have a yes recommendation from us, but either way, City Council will still have the final say.
- Mr. Morad: Yeah, yeah. No, that...Yeah, that's fine. I understand that but that's totally fine.
- Mr. Wilshaw: Thank you. I would make some joke about getting his ducks in a row, but there are the other questions from the commissioners.
- Mr. Caramagno: So, Pete and Glenn, I heard what you said, and it seems logical to go that route, no doubt about it. What also seems logical and reasonable to me would be, you have a split decision in the neighborhood, it sounds like there. You've got seven or eight for you, seven or eight against you. I would...I think you should go back to those neighbors and come up with an understanding that maybe you can swing a few more that don't oppose you. This is a good opportunity to have a conversation and say, Listen, I'm not trying to build a zoo here. I'm trying to keep 15-16 chickens, and nothing else. No llamas, no cows, no goats. And, you know, you might have neighbors with dogs that are gonna be barking at these chickens all night long. There might be more to the story here that you can do to appease some of your neighbors and have a friendly resolution for this, and then again, maybe not at all, but I think it's a good opportunity. Even the ones you don't like, and they don't like you, and to try to have a conversation, a conversation. Maybe you come to some agreement.

Mr. Morad: I just have one. How do I...do I get the letters that were sent in to you guys? Or how do i...they are public? Because I have no idea how or who sent letters who did I mean?

Mr. Wilshaw: It's all public record, we can get to that you.

Mr. Morad: Okay.

Mr. Morad: So, my only other question is regarding the letter from my wife, which we had discussed last week. I obviously have done a lot of research on this before doing this, and we had...I've read other cities doing this as well, and other people going through this, you know, and I think it was Sam that said it and I think I remember it was Peter, you guys said well, this letter basically covers you, but couldn't really get a straight answer. Is that so if this all gets denied, does that letter cover us or are we just going to be kind of poked by the city or is that just we're not going to answer that kind of deal?

Mr. Wilshaw: I'll try to answer as best I can. I'm not a lawyer by any means.

Mr. Morad: I get it. I know like I said I had talked to...

Mr. Wilshaw: This is not legal advice by any stretch of the imagination, but if the city was to deny this process all the way through, you go through City Council and you get denied, what we've heard is that you may have an opportunity to under the Americans with Disabilities Act to have a valid case. In which case, my understanding is then you would essentially have to sue the city. Am I correct, Mr. Taormina, in saying that he's going to need some sort of a judgment to say, Hey, we've looked at this, and this is in fact a valid ADA situation, or is it that it's just something that the city accepts as a ADA exemption? I don't I don't know exactly how that...

Mr. Taormina: I cannot predict what would occur under those circumstances. It could be either. If the city continues with enforcement, then it could very well result in some type of claim against the city including litigation. If, on the other hand, the city chooses not to, with the belief that they do have a valid claim, then, then maybe it rests there.

Mr. Wilshaw: Right. So yeah, so I guess an analogy would be a person who puts a structure in front of their house for a ramp for a wheelchair, and the city says, well, you can't do that. That's a

violation of some sort of building code or something, and then they come back and say, well, I have this medical condition that says, I need a wheelchair and ADA protects me and the city says, Okay, we accept that and then the issue becomes moot at that stage. It's kind of a similar situation, is it not?

Mr. Taormina: Yes. However, I would submit that when it comes to structures, it's probably more 'black and white' than an issue like this involving an ADA claim. This is probably more of a gray area. But yes, there are similarities.

Mr. Wilshaw: Okay. So not a great answer for you. It's not a clear answer, I guess, but that's the best I can do.

Mr. Morad: I appreciate it, and like I said, I've talked to a lot of people bought it, I've also, you know, I've reached out to the Emotional Support Animals of America, talked to them, and figured out what I need to do with them as well, because they help, you know, support people like me in these cases, and I did talk to them a lot about it for quite a while. So I would have to register with them, and they would, as well, you know, back us and support, you know, the owners and people who have them registered and whatnot.

Mr. Wilshaw: Yeah, I think it's at least safe to say that the evaluation of the medical necessity and the ADA aspect of this is not a point that lies with us. It's not for us to decide, and it's probably not for this council to decide. It's more than the enforcement end of things and that's basically...

Mr. Morad: We just didn't want to be, you know, having a knock on the door every week about it. Oh, you're not allowed to have these? Oh, exactly. Okay, see you next week, Dan. I have dealt with Dan in zoning quite a lot already. But, you know, I just didn't want to have to deal with that. That's, you know, that's why we're here. We're just going through our processes and do what we've got to do.

Mr. Wilshaw: We appreciate the fact that you're going through the process.

Mr. Morad: We are doing what we got to do and, you know, we just want to do our thing on our property.

Mr. Wilshaw: Oh, I understand. Is there any other questions? I

Ms. Dinaro: I have one more question, Mark. If we...If this does get denied, wouldn't the next course of action be to get a variance from the zoning board?

Mr. Taormina: If the City Council denied this? The Morad's could choose to seek a use variance through the Zoning Board of Appeals. That would be up to them. We cannot force them to file a request for a use variance.

Mr. Wilshaw: Excellent question. That lets you know that there are certainly, at this point, still many paths that this can go toward denials, toward approvals, and so on and definitely we'll see where things go as we continue on. So, that's a good point to bring up. Any other questions, comments from any of our commissioners, before I go to the audience? I think we've exhausted our questions up here. Mr. Morad, if you would like to take a seat for just a moment, I'll see if there's anyone else in the audience wishing to speak for or against this item? If there is anyone, please come forward to our podium? Got a couple of folks coming forward. Good evening, ma'am. Again, we ask you start with your name and address.

Pauline Shots, 33233 Norfolk Street, Livonia, MI. I am across the street from them. I don't hear the chickens. I've been in their yard. I get migraines, so all smells, all sounds are very excruciating for me, and I've not ever smelled the chickens, even when I'm back at the coop. So, they've opened the coop, the chickens have come out, and I've not smelled anything. I also would be willing to check on the chickens if they're out of town and their dogs. So, I'm right across the street, I'm married, so my husband and I would take care of helping them with those things. And we don't have any issues. They've done a lot of improvements in the house, on the yard, everything looks great. It's at the very back of the lot. It's like not interfering with anything. So, I'm not sure why we're having a meeting, but, you know, it's just I know we have to do those things. But there's not a problem. Actually. I don't know why we're here. Okay.

Mr. Wilshaw: I appreciate your comments. Thank you for speaking. Anyone else wishing to speak please come forward.

Teresa Fredericks, 33333 Norfolk, Livonia, MI. Right across the street and right next to this woman is our condominium, Pinebrook condominium. We have seven units there, and many of the neighbors like Mike and Meghan, I believe they moved in about two years ago, a year ago and I met them, people like them, but

I would urge you to deny this because we are concerned about vermin and wildlife. I have personally seen rats, not in the last three or four years, but I one time saw a rat walking right across the street in front of her house toward their property. They didn't live there then, and another time I saw a rat, right nearby within about 20 feet. We haven't seen rats. I haven't seen any rats lately. I haven't heard of any, but we have had constant battle. I've lived there 26 years since 1996 when they were built. We've had a constant battle with raccoons and have cost us a lot of money to rebuild our roofs to clean out our attics and reinstall insulation. We have animals around there. We had foxes breeding in the back of our property. We have deer, they're eating things. We don't need any more wildlife in the area, and we're concerned that it will just attract more animals to the area. We don't need any more. Another thing we're concerned about is that if it's rezoned, is it going to be limited to chickens? I think under the law, they've could have goats or whatever. We definitely...if they do have...if they are allowed to have anything, we need restrictions. Also, if the property is transferred, how do we know if the new owner isn't going to bring in goats or whatever, it's a residential area. It's really a nice area of different homes. There's one block down from us that has a...it's a beautiful block to walk along. The whole area's residential except for the medical complex that is just to the west of them. So, it's definitely just a residential area. And I would ask that you deny it. Thank you.

Mr. Wilshaw: Thank you for your comments. Anyone else in our audience wishing to speak to this item? Gentlemen, please come forward. You can line up if you wish to make things faster. It's okay. Good evening.

Laura. Sokana, 36055 Ladywood Street, Livonia, MI. And you probably want to know why someone on Ladywood would be concerned on Norfolk. A couple of reasons. They're my children. I am the mother-in-law, and there's a couple of things. I would be there. We've had chickens before. We've had chickens in Livonia. I grew...my family has been here in Livonia since 1966. Went back and forth on Norfolk to Tyler School for seven kids. So, I'm quite aware of the whole area, and I'm quite aware of the animals that would be attracted, but she's saying rats. Well, you can't control rats when you have a restaurant, so she needs to be concerned in some other areas, first of all. Secondly, the raccoons, the deer, whatever comes in, we are in progress. I grew up at Eight and Gil before Eight and Gil was even Eight and Gil. Timothy King was found there. Okay. So as far as these

two, they take care of their yard, they take care of their children, their child, their future children, child, children, because I'm going to be having another one. And I'm there quite frequently. So, I just have to say their progress in that area. They're making it nice and clean. The only thing that's there right now would be the commercial would be from the office buildings to Eight Mile. Everything is residential. Yes, but it could very well be rural, and I do have to say that people need to listen. People need to not make judgments, and as far as the ADA is concerned, it's very real, and as I'm sitting back here, and I'm seeing headshakes. Don't make that judgment until they know. Thank you.

Mr. Wilshaw: Thank you. Anyone else wishing to speak? Please come forward. Gentlemen.

Anthony Tiberia, 36876 Ravenwood Drive, Westland, MI. I've known Megan and Mike Moran for about 10 years. I've known them for about 10 years or so before chickens and after chickens and both residences. They do a very good job, not only with the way that they keep the chickens, how they maintain them, as well as their property. You know, their goal has always been to have this type of land to be able to do these types of things. They bought a property that did need lots of work, and it didn't have the greatest curb appeal. They've done a very good job of not only adding to the home's value, but also the subdivision value that they're actually in. There's more than just how it's zoned. You want good neighbors like them to be able to take care of their property, maintain it and provide value even added value for their homes as well. They do a very good job, they're very responsible people. If he tells you that he's going to set conditions with you, he's going to stick to them. You're not going to have to go back and visit to find or assess again. They've done a very good job of the property currently. There was many overgrown bushes, trees and everything. You couldn't even see the house, and like I said, it's really added value, and if you guys do come to an agreement, maybe table it for another time. They have no problem meeting the conditions that you either suggest or they come to terms with Thank you.

Mr. Wilshaw: Great thank you for speaking. A gentleman's coming behind you Good evening sir.

Ron Irvin, 20181 Shadyside, Livonia, MI. Yes, there's always been a restaurant there and there's always been some kind of rats, but we did have an incident where another neighbor down the street did have rats or had chickens and the place was loaded with rats

and the city ended up coming in and shutting them down. So yes, there's will be rats or will be raccoons but this is going to increase the numbers, and as far as the smell and stuff like that, I know it's...it all depends on the wind but it will be there and I bought property in the city. I didn't buy it in farmland. So, I would...my vote would be for denial. Thank you.

Mr. Wilshaw: Thank you, Mr. Irvin. Any other folks wishing to speak for or against this item feel free to come forward. Good evening, Miss Moran.

Megan Morad, 20180 Westmore Street, Livonia, MI. I know that the rats have been brought up. There are a lot of things that chickens are rumored to do, but they kill rats. There are farms that have chickens strictly for that problem, and I have seen firsthand what these chickens will do to not only rats, but raccoon and chipmunks and squirrels. The whole reason why we started with this chicken venture in our old home, was because I do suffer from a mental illness, and it was suggested that I try coming back to nature to help what the medication can't compensate for. It has helped me. it has helped me not only have a routine and have more respect for the people and the wildlife around me, but it's also helped my family and I come together, and not just my husband and my son. We've got family from 10 years ago that, you know, friends. We learn new things every day about how the circle of life happens, and it just teaches us that you need to be respectful for one another, and yeah, you can be worried about the rats, you can be worried about the animals that come. Chickens aren't going to affect raccoons, or foxes or deer that have been there longer than we have, but what the chickens will do is make sure that the rats stay away. Now, I know, Ron mentioned that there was a gentleman further down the block that had them, and it posed a problem because they were bringing rats in. There is a little more history on that. He let them free range. They were in and out of the garage, three houses down. There was another gentleman who had turkeys in between those houses and there was a woman who fed squirrels. We do not plan on ever letting those chickens out of that coop out of that run. Like my husband said, we love our yard, and we like to enjoy it. We also have an unorthodox hobby that happens to help me find peace in life. So that's all I wanted to say. Thank you.

Mr. Wilshaw: I appreciate your comments. The gentleman wishing to speak. Good evening, sir.

Paul Vanderplow, 20095 Shadyside, Livonia, MI. First, sir, Mr. Morad, I thank you for being educated. It was a very well-done presentation, and while this kills me to even insinuate that we should be able to tell people what they should do or not do on their own property. The only thing I guess I had questions with were some of the open-ended statements of "we don't see ourselves going above 16. We don't see this", quite frankly, if he is educated as he is and responsible as he is, that's great. I've been around long enough, and I've worked in enough cities to where, unfortunately, the next owner or something kind of creeps out away, and now we don't have 16, we have 100. I'm not saying he will do that. I'm not saying even insinuated that. Unfortunately, I've been in too many properties where it started out with good intentions. And then it flies, no pun intended, it flies out of control. So, if it was me and against her, I never want to say what you can and can't do on your own property, but in this kind of setting in the neighborhood, there would almost, I would think, it would be a lot more plausible if there were some restrictions on it to where those open-ended statements are closed. To where it isn't and I only plan on doing 16 it becomes something else. So, for me, I'd just like to hear a little tighter control on it, and again, not for Mr Morad, but anything in the future, you know, so it doesn't balloon out of control. But thank you for hearing me. Appreciate it.

Mr. Wilshaw: Thank you for your comments. We appreciate that. Anyone else wishing to speak on this item? There's one more person coming.

Mr. Wilshaw: Good evening, ma'am.

Maria Stanulet, 20055 Shadyside Street, Livonia, MI. I want to say that a lot of the neighbors in that area do have a lot of land, and we can all petition the Council to raise animals and have our area result like Mike did. We live in more than half an acre. All my next-door neighbors have half an acre across the street we all have...they all have one acre. If we all decide to do that in the middle of a city and start raising animals, what will this turn into? My neighbor do that, I'm gonna go do that. Because we live in a residential area. Like somebody said, we bought our homes in the city. If we wanted to live out there in the land, in the farm, I would have bought my home in the farm. So even though the chickens are restrained, and he said 16 chickens, maybe 20, they give on an average of what, one or two eggs a day, let's say 25 eggs a day, times seven days a week, divided by 12, you

get like 15,000 eggs, and he's not planning on selling. That's a lot of eggs to give your family and that's your problem, what you do with the eggs, definitely, and I do worry about rats, and raccoons and groundhogs because I have seen big holes in my yard, and I do not know where they're from. We try to maybe, they could be a possums, they could be raccoons, I don't know what the holes are, and I'm trying to find out what they are. With chickens and their poop...and he said he cleans them every two weeks. I am afraid, cleaning them every two weeks, 16 chickens, 20 chickens, that's a lot of trash. So obviously, we are probably going to have some extra animals that are going to migrate into other people's yards and into other people's trash cans, even though they're covered. Raccoons are notorious for taking trash for taking covers out. Rats do the same thing and I just don't want to see a city area turn into something like a farmland and I understand it is for your mental health, I understand that, but I also am concerned about what's going to happen with the neighborhood. If a rezoning is possible, other neighbors might come around and ask for rezoning also, and we don't want maybe what might not happen. But that can happen not now, maybe three years from now, five years from now. And that's my concern. Okay,

Mr. Wilshaw: Thank you for your comments. Anyone else wishing to speak for or against this item? I don't see anyone else wishing to speak for or against this item. Mr. Morad, is there anything else that you would like to state before we make our decision? I always like to give the petitioner the final word. Thank you. We don't want to I just want to preface it by saying we don't want to engage in debate between things, but if you want to address anything that was brought up feel free, just don't personalize it.

Mr. Morad: Yeah, no, no, I mean, I, I see where everybody's coming from, and I understand it, but I have cameras up, they go off, if anything comes near it. They've been out there for two, three months. Yet to have any incident with animals. And again, the one down the street that was probably more of a hoarder situation that was going on than a actual what we're doing, I understand that people are worried about, you know, other things, but there are other houses in our neighborhood that are zoned RUF already. They have stopped by. They have chickens. They're already in the neighborhood, and whether or not everybody back here knows that, they're there. That's how quiet they can be. That's how discreet they can be. They might not have as many...I know of somebody else that has 10. He's on the other side of the neighborhood, but they are zoned that

way. They have them and even in...like I said, where we used to live, Plymouth and Inkster, there was a few houses over there zoned RUF that had them, as well, and there were others that were not zoned RUF. You know we take pride in what we do with everything, and I think that about covers it. But you know, we try and keep up on them as much as we can, and I understand where everybody's coming from, but everybody in life has different goals, and unfortunately, I can't live where I want to live an hour and a half away from work, but you know, things happen and life's gotta go on. But I think that's about it.

Mr. Wilshaw: Thank you. Mr. Morad. Is there any other questions from any of the commissioners of our petitioner? Before we make our decision? I just want to give one more opportunity in case any issues were brought up. I don't see any questions from any of our commissioners. So, thank you for coming this evening. I'm going to close the public hearing. You can go ahead and have a seat and a motion would be an order from our commission.

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

#06-35-2023 **RESOLVED**, that pursuant to a Public Hearing having been held by the City Planning Commission on June 13, 2023, on Petition 2023-04-01-03 submitted by Michael Morad under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest ¼ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm), the Planning Commission does hereby table this item to the meeting of July 11, 2023.

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, as amended.

Mr. Wilshaw, Chairman, declared the motion is carried and the foregoing resolution adopted.

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

AYES:	Dinaro, Bongero, Ventura, Caramagno, Wilshaw
NAYS:	Long
ABSENT:	None
ABSTAIN:	None

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Mr. Wilshaw: Please get in touch with our planning staff and they can work with you and on that, those conditions. Thank you for coming. Thank you and everyone else for coming tonight on this item and if you want to follow along, you can come back on July 11.

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MINUTES OF THE 1,201st PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, July 11, 2023, the City Planning Commission of the City of Livonia held its 1,201st Public Hearing and Regular Meetings 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:	Wafa Dinaro	David Bongero	Sam Caramagno
	Glen Long	Peter Ventura	Ian Wilshaw

Members absent: None

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

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

ITEM #5 PETITION 2023-04-01-03

Michael Morad

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2023-04-01-03 submitted by Michael Morad under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest ¼ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm).

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

#07-45-2023 **RESOLVED**, That the City Planning Commission, on July 11, 2023 on Petition 2023-04-01-03 submitted by Michael Morad under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest $\frac{1}{4}$ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm), does hereby remove the item from the table.

Mr. Taormina: At the last meeting, this item was tabled when it was suggested that the petitioner consider entering into a conditional zoning agreement with the City. The petitioner is voluntarily offering a list of conditions with respect to the keeping of chickens on the property. These conditions would be incorporated into an agreement with the City. The draft of the agreement has been reviewed by the Law Department. While they have reviewed it very generally, the final version would still require their approval before going to City Council prior to a second reading and vote on the rezoning. We went over the eight conditions at the study session. We can recite those again, if you want. There was one change to condition no. 4 of the agreement regarding keeping the chickens in the coop and run, except at times when the owners are home and with the limitation that they not be allowed to leave the property.

Mr. Wilshaw: Okay. Thank you. Mr. Taormina. Is there any questions from any of the commissioners for our staff? I see no questions. Our petitioner is in the audience tonight. Feel free to come forward if you would like to. Obviously, we're not going to go through the whole process of your request again. We're just going to see if you have any updates or additional information you'd like to let us know about. Good evening, sir.

Michael Morad, 20180 Westmore, Livonia, MI. Good evening. Just a few points to go over. So obviously over the last couple of weeks we have been working with Mark, you know, making all these terms and conditions and he's, you know, helped me write them up and make them you know, agreeable and easy and what I feel is pretty fair to everybody around us and everything else. It's been three months that they've been outside, not a single animal has been around. I had mentioned it last week because I did forget to mention that the first meeting. I have motion lights on the west side of it of the coop that go on at night automatically if anything obviously walked by it. That seems to help to scare off

anything. The run that is the fenced in area on the outside where the chickens are outside, that I placed and then I dug a foot trench all the way around it and there is chicken wire stake down into the ground so nothing can dig in or just crawl under the run and walk right in there. I filled it with sand and it spills out the side of the chicken wire just a little bit because I don't have a border around it yet. There's not a footprint, paw or anything. Nothing has touched it in three months. And like I said I have cameras out there. I have not seen a single animal besides deer get within 15 feet of the coop and run and that was Friday. We sat back and watched one just mosey around the back and then take off. Nowhere near didn't make any noise. You know, I heard a few people mention noise and things like that. The guy who lives north right behind us, he didn't even know that they were out there because he couldn't hear him until I showed him just the other day, he had no idea. And then it was mentioned also the letters that we had received. I haven't got time now to go through those and read them. I tried to reach out to a few people. I spoke with one lady, Maria, she was up here, she spoke last time. She agreed she had said...she's not here tonight, but she said that she has no issues with it, as long as we keep it clean and stuff like that, you know. There was other things that she had concerns about but, you know, we just moved on to this property. We've been here for a year. It was basically neglected for, I would say 10 to 15 years, they were elderly, they did not take care of it. We've done nothing but clean this property up in the last year with what we have, you know, so we've gotten a lot of compliments on what we've done with this house and how it looks now compared to what it used to look like. We've had people walk by and tell us they didn't even know there was a house there, because there was so many bushes, and trees and shrubs and everything else covering it up. So, it's nice to hear that from, you know, the people around. But also there was, you know, within the letters there was, I think you guys had mentioned there was eight, no and seven yeses, and there was two more that were sent in. One of the people that sent the letter in Mark said he couldn't find it. They are here tonight. The other one, I do have it. I never got back with Mark on that, but I do have that one, too. Two of the no letters were from the one person actually there were like two sets of them. One person sent into two letters, and another person sent in two letters. So and that we know that wasn't really conveyed in the first. In the first meeting as well. They just said there was eight letters, which there was but six people. And I think that's about it. I mean, we just started getting eggs on Fourth of July. Got our first one. Got three today, a couple

throughout the week here and there. It's night activity now with the kid. We go out there when I get home from work, go check on him and let him in there. He goes and grabs them, put them up on the counter. Put them away and he loves it. You know, and we've had a lot of people come by. One of the things...and I do intend to reach out to him to the west, we do have the commercial building. Right on the other side of the berm that's right there is a dumpster and in his letter he had talked about how he is opposed to it, but he's concerned about the waste or the smell or anything else because there's medical facilities in there, and I can understand that, but when I mow my lawn, and I have to pick up 10,15, 20 masks every day, every week out of my lawn, I have a little bit more of an issue than them being out there. I think that's a bigger health risk. I have no idea what's coming out of those dumpsters, I have to pick up all kinds of stuff. That's overflowing from these dumpsters, they stink, they smell. They smell worse than this chicken coop does, I can guarantee you that on a 90 degree today. That dumpster smells worse, because I've yet to smell it. I've yet to have anybody smell anything that comes back there. They'll tell me how clean it is. And Dave stopped by and looked at it and I've opened it up for people, they've had no issues. So, we just want to reiterate that point. But other than that, I got nothing. Nothing else to say unless anybody else has any questions. You know, there was a terms and conditions you got I think you guys have all gone over a mall. But I think they're pretty fair.

Mr. Wilshaw: Yeah, without reading them all out it just for the sake of the any resident that's following this information. You did submit a list of conditions. There were eight of them and basically limiting the number of chickens, limiting it to chickens no roosters, and that the property will be maintained and cleaned and all those types of concerns that were many of which were raised at the at a previous meeting. So, you've been very cooperative and trying to address each of those concerns. I didn't mention at the beginning but we did receive I think one or two other emails just recently on this item. There was one I think just the other day from Kathy Wiltsie that came in. So, we do have those pieces of information as well. So just wanted to throw that out there. Any questions from any of our commissioners for our petitioner? He has answered every single question we've asked. So very good. anyone in our audience wishing to speak for or against, feel free to come forward? Again, we have already conducted a public hearing and listened to many issues. So try to keep it to new items if possible. Hello, good evening.

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Mark and Karen Rocheleau, 20245 Shadyside, Livonia, MI. We are one of the neighbors that touch Mike's Morad's yard and our other neighbor, Henry Fan, and Dr. Cathy Morris, all three of our yards. We touch both of theirs and Mike's yard. We have not smelled anything or heard anything. I have two dogs and they don't even bark at the chickens. I haven't heard them. I haven't seen them. So, we have no problem with them having the chickens. It's a very nice chicken coop we seen it. They keep it clean and nice. And I've talked to both of our other neighbors and they have no problem with that either.

Mr. Wilshaw: Well, thank you for your comments. Appreciate you coming forward. We have another resident who would like to speak.

Mr. Wilshaw: Good evening, ma'am.

Diane Richmond 33341 Norfolk, Livonia, MI. I sent an email but I didn't get any responses back because I did have some questions and that and my biggest concern is health. My father contracted of fungus from chickens, and spores are out there. When feces is out doors, and it's in the air. It's a big concern of mine. And I've read up on this a lot. And there are a number of different health issues. Is there anything that the City of Livonia does to monitor people who have chickens like this in the city? Can anyone answer that with the Health Department? I'd like to find out?

Mr. Wilshaw: I cannot definitively answer your question other than say that I don't think the city does health inspections of the chickens. I think that would be incumbent upon the state health department if there's any issues. So that's the best answer I can give you.

Ms. Richmond: Yeah, I'm just very concerned about that fact. And that I live right across the street almost from them in a condo complex and that. We have been, as my neighbor next door last time spoke, we have been riddled with raccoons, we just spent over \$1,200 on repairs for raccoons. This time of the year, they're not out but trust me in the winter, and in February and March they want to get inside and any way they can get in and I had a den of foxes with five knits born in my...right in my complexes. It's a condo complex. You know, so there is a concern because I've probably over the 16 years that I've lived there, we've probably had to spend about 18 to \$20,000 on having repairs done because of animals getting into our, our attics and that and damage to our property. So, you know, I just feel that this is something that you know, and I have a daughter that lives in Ferndale, one

neighbor over for her, I had chickens, the first couple years, they took care of them. And then after they lost the excitement, it was horrible trying to get them out of the neighborhood. That took a long, long time and that and I just don't want to see that happen, you know, in our community too. So, I'm, you know, I'm on the fence if the health department can answer my questions because it is a serious concern of mine. You know that. You know, I raised kids. I was former teacher. They're all excited when they get them. They're cute, they're everything but then after you have for a while and you had to keep them clean and take care of them all the time, it can many times be a different story. So, I just wanted to...I haven't voted either way, but this is the concern I would really like to find out from the City of Livonia and the Health Department what protections we have as residents here. Because my father was not a farmer, he lived in the city. And because the neighbor had chickens, that's how he contracted it, and it did ruin his life. So, you know, I just wanted to find out if you can give me some some answers to that. But I just that's, that's my point of view. And how long do we have before we can decide on this?

Mr. Wilshaw: Well, it's for us to decide tonight and then this will then go on to City Council for their ultimate vote. We're going to make a recommendation tonight.

Ms. Richardson: Okay. So, in other words, I have to decide this evening.

Mr. Wilshaw: Well, we need to decide this evening.

Ms. Richardson: You need to decide.

Mr. Wilshaw: Yes.

Ms. Richardson: I guess you probably then know my concerns. And if I can't get answers to them, then I have to say no.

Mr. Wilshaw: Okay, well, we appreciate your comments and opinion, thank you. Anyone else wishing to speak for or against

Mr. Wilshaw: One gentleman coming forward?

Mr. Wilshaw: Good evening, sir.

Ron Irwin, 20181 Shadyside, Livonia, MI. As far as a health issue, also, my wife is allergic to the chickens dander. So that means, that's something that's going to be in the air constantly. She can't be

around dogs, she can't pet dogs and stuff like that or any other animals, which we would like to have, but we're you know, due to her allergies, which he has a lot of, and so we'd like to enjoy our backyard also. But if this is a need, if this is a problem, we're not going to be able to enjoy our yard. And as far as the stench and stuff like that. Build it and they will come, so the rats haven't come yet, but they will be there. And I know we do have rats, but this is just another food source, it's going to multiply them and the raccoons also. So it will just...because we did have an issue across the street, and we had rats from that, and the other neighbors over their had rats. I talked to other neighbors and even on the other side and they had the rat problem also. So, of course they didn't show up in three months. But what about a year and about two years? And also, as far as the selling of the property, what happens to it then. Do they have to go have all these restrictions? Is that as long as it's RUF or is it just as long as he owns the property?

Mr. Wilshaw: The conditions are restricted to this owner, if I'm not mistaken, is that correct, Mr. Taormina?

Mr. Taormina: That's correct.

Mr. Wilshaw: So, if this property were to be sold, the future owner would not have the rights to do what's being done today or what's being proposed with chickens. So, the zoning would revert back to the N2?

Mr. Taormina: That's addressing condition no. 8, which indicates that the city could then change his property back to N2, Neighborhood.

Mr. Wilshaw: So that answers that issue.

Mr. Irwin: In buying the property 30 years ago, if this was a thing that was in the future, by which you can't see the future, but I would have had...this would have been a different view. I would have had no other consideration. So, I just hoped that it would be consideration of no.

Mr. Wilshaw: Okay. We'll find out tonight. Thank you, sir. Anyone else wishing to speak on this item? One more person coming forward. Good evening, sir.

Mark Morad, 15191 Houghton, Livonia, MI. I'm Mike's dad. First thing Thank you everybody. I know this is the second meeting. I missed the first

meeting, but I did get a chance to watch it on YouTube afterwards. I know Mike spoke earlier about voting. And it was what eight to seven or seven to eight, whichever way it went and one of the things I wanted to bring up tonight was, and of course I've been in contact with Michael and Meagan at their house and been helping them and doing what they need to do. They've been in this property for just about a year, I think maybe a little longer. But anyway, what I wanted to bring up was in a year's time, if you take and been here all night long, listen to all these conversations about percentages in Costco and the big pavilion and all these different percentage percentages people are throwing out, and if you look at their almost an acre of property, and where they moved into and what it looked like, and Michael was absolutely right, you couldn't see that house when they moved in. There was so much there, and let's not point fingers at anybody because it was an elderly couple. We don't know the whole history of why the house was like it was but it ended up that way, unfortunately, and we some of us have been through that. But the long and short of it is this. Michael and Meghan moved into that house a year ago, and all of us started somewhere, we all started out with nothing. And now we got a young family here that excuse me, that's been in this house for a year, and they have jumped through hoops bigger than most of us have at work and at home together to get to this point. And I think what needs to happen here. And Michael has done a lot of the work on this, I think really what needs to be heard here is not the little tiny percentage of a chicken coop in their backyard. It's actually the shed is actually nicer than some of the sheds and garages in the neighborhood that he put up and the coop, we helped him do it. But I think what people need to realize on this, and I don't want to lecture this, but I want to say that if you drive down Norfolk, the very first thing you see past that office building Michael was talking about is their house and what it looks like. And I think the people that are here that are for it and against it should probably think about maybe rallying the other way around, and remember, we were all 30 once and we all had our challenges. They've got a three year old and a baby that's due this month, and looking at their property in less than a year's time, what they've done is pretty phenomenal. So my whole point is, maybe some of us folks could think about this and go, Hey, why don't we see what this is all about, like the 50% of the people that went there and talk to them, as opposed to the 50% of the people that come up with the stories about the rats and raccoons and all the other stuff, I think is probably not necessary. If you look at what he did there, it's pretty spotless, it's pretty spot on, Michael opened the doors

for me the other day on this coop, and I looked inside here and I'm going this is a chicken coop. You can't smell anything. There's not a mess there. The eggs are coming, just like he said. But my whole point, this whole conversation was just for people to open their eyes. And remember one thing we all started out basically the same way. And what they've done here in a year's time is absolutely incredible. So I think there should be some leniency, and I'm really not focused on telling you guys all this. I don't need to do that. My focus is to spread this through the neighborhood, they moved in and say, Look, give these kids a chance. Give these guys a chance, look at what they've done. Notice that before we decide that a couple chickens in the backyard is going to ruin our life. It's not going to change everything for a lot of people there. So, I just hope that when this goes to the next step to the council, that basically it just is a smooth transition for them and they can move on with what they're doing. Thank you.

Mr. Wilshaw: Well, thank you for your comments and also for being one of the three people that watch us on Youtube. We don't get a lot of viewers there. So that's good. Is there anyone else in the audience wishing to speak on this item? I think we've heard from just about everybody in the audience at this point. I don't see anyone else coming forward. I will go to my fellow Commissioners and see if there's any other questions, comments, or if they would like to make a motion.

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

#07-46-2023 **RESOLVED**, That the City Planning Commission does hereby recommend to the City Council that Petition 2023-04-01-03 submitted by Michael Morad under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest ¼ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm)7, be approved for the following reasons:

1. The Petitioner has voluntarily offered a conditional zoning agreement pursuant to MCL 125.3405 of the Michigan Zoning Enabling Act, Act 110 of 2006, as amended, that includes a statement of conditions for maintaining chickens on the property.

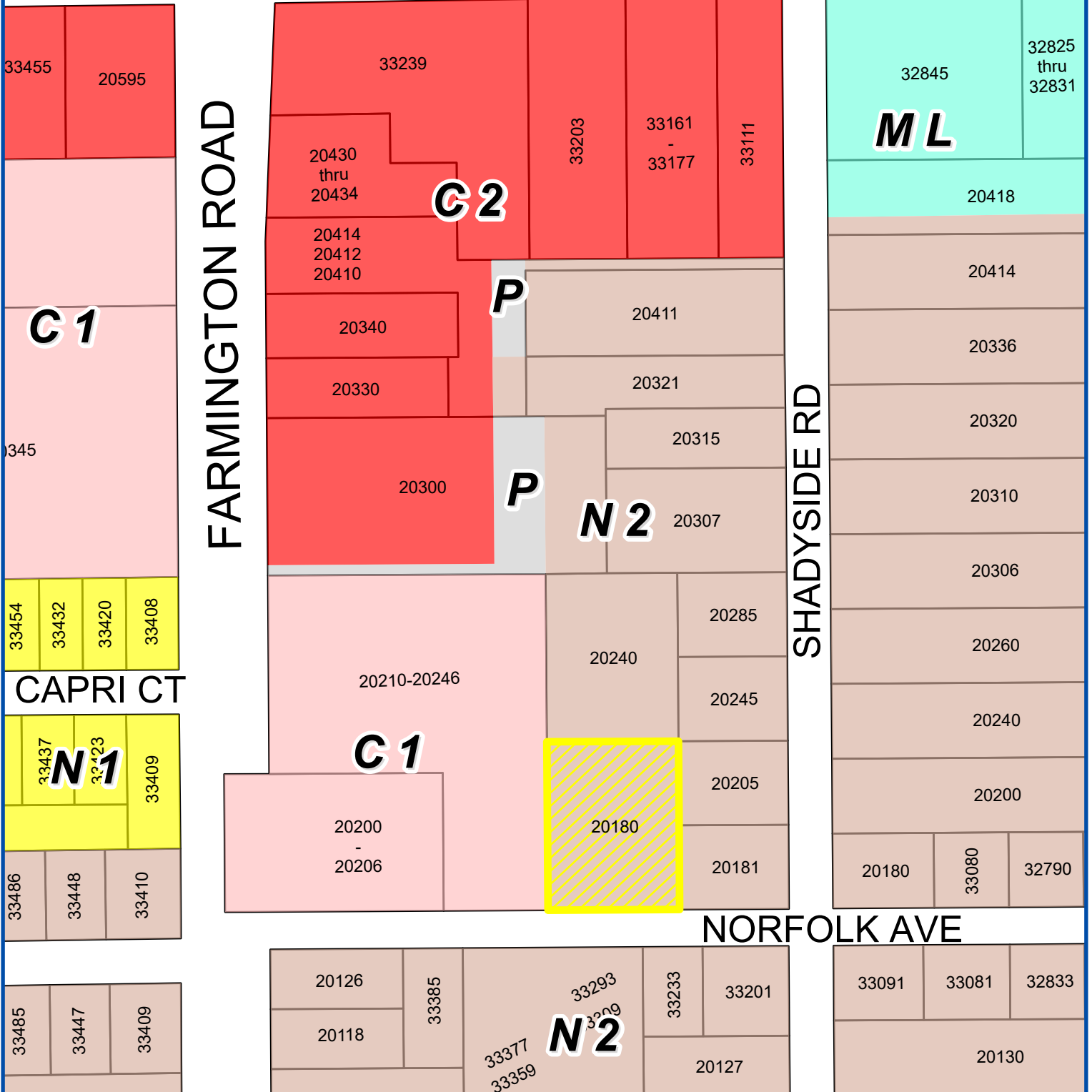
2. The RUF zoning is appropriate given the Petitioner's unique circumstances.
3. The proposed RUF zoning is compatible with the area's surrounding land uses.
4. The proposed zoning change represents a reasonable and logical plan for the subject property that adheres to sound land use planning principles.
5. The proposed zoning change would allow the use of the subject property in a manner consistent with its size and location.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 and 13.15 of Livonia Zoning Ordinance, as amended.

Mr. Wilshaw: Is there any discussion?

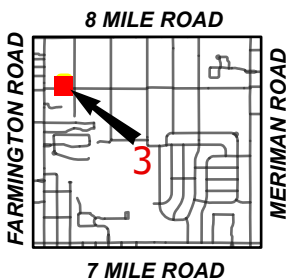
Mr. Wilshaw, Chairman, declared the motion is carried and the foregoing resolution adopted. It will go on to City Council with an approving resolution.

EIGHT MILE ROAD



Address & Zoning Map

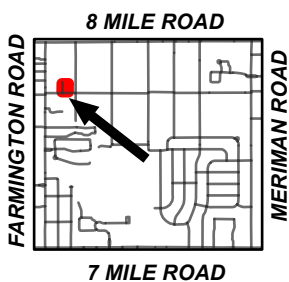
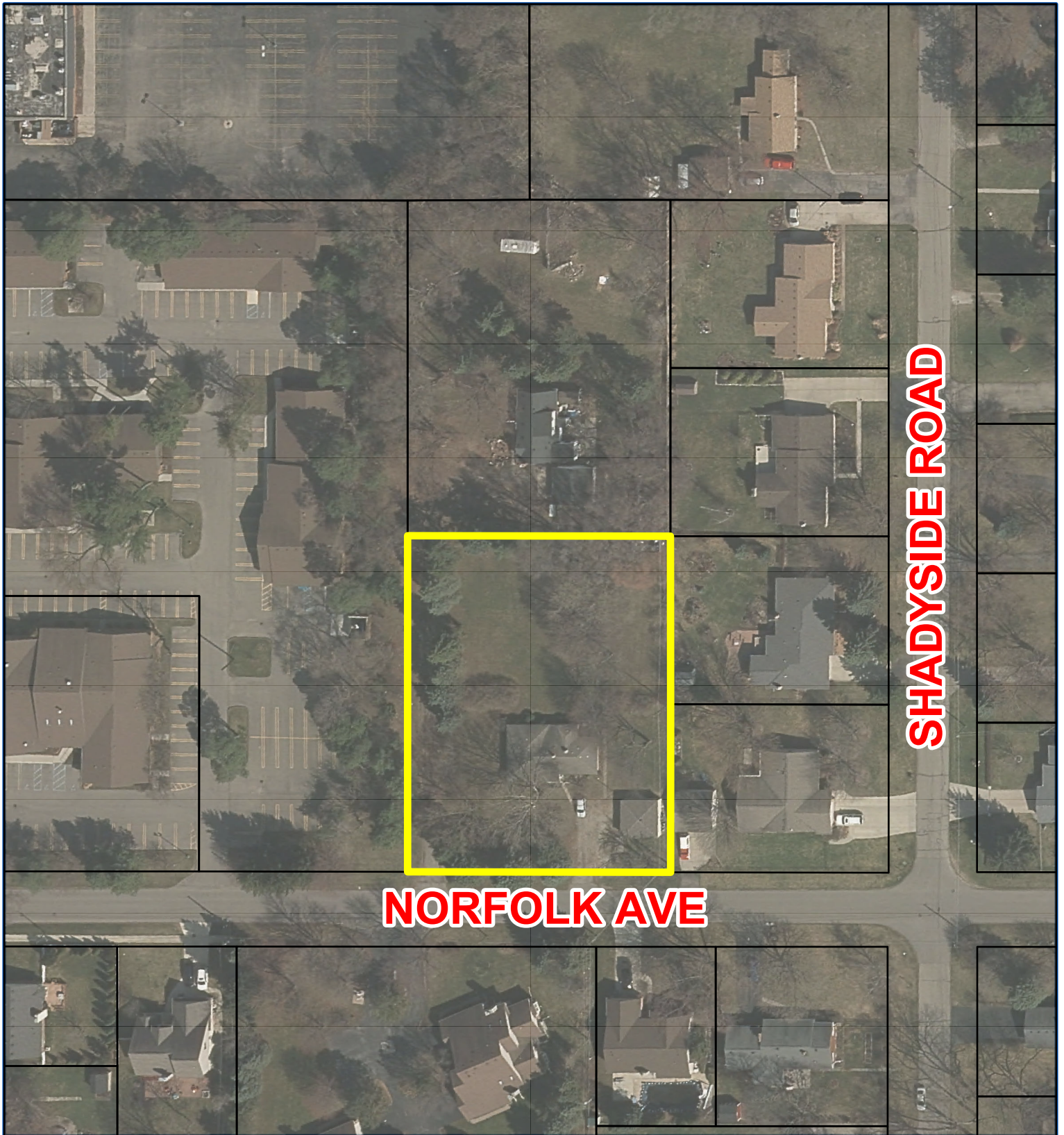
Petition 2023-04-01-03
Michael Morad
20180 Westmore Street
N2 to RUF



Not to Scale



City of Livonia
 Planning Department



Aerial Map

Petition 2023-04-01-03
Michael Morad
20180 Westmore Street
N2 to RUF

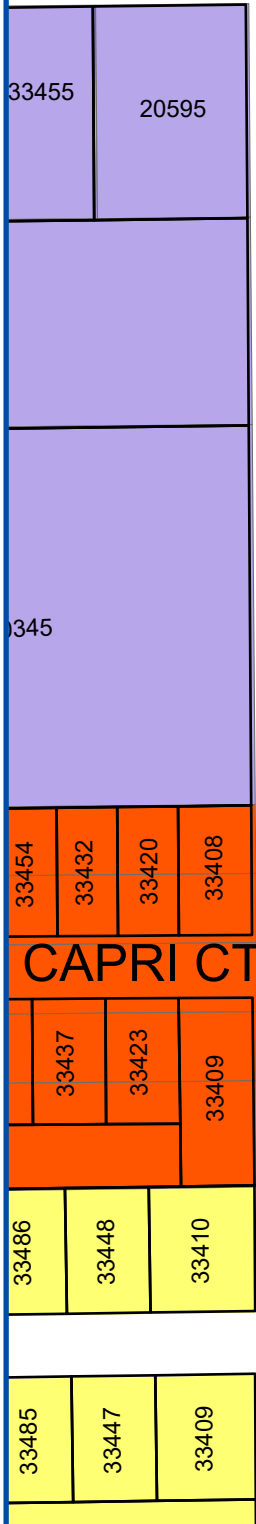


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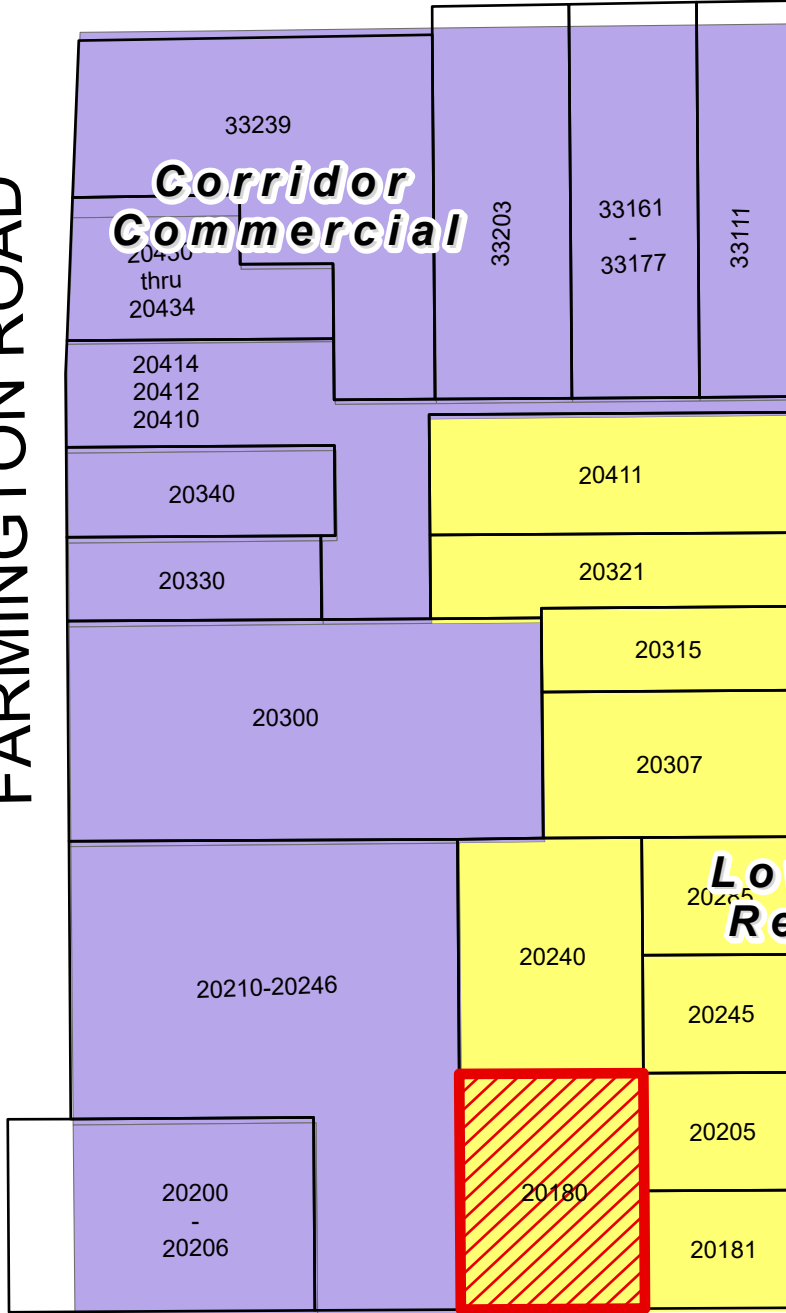
City of Livonia
Planning Department

EIGHT MILE ROAD

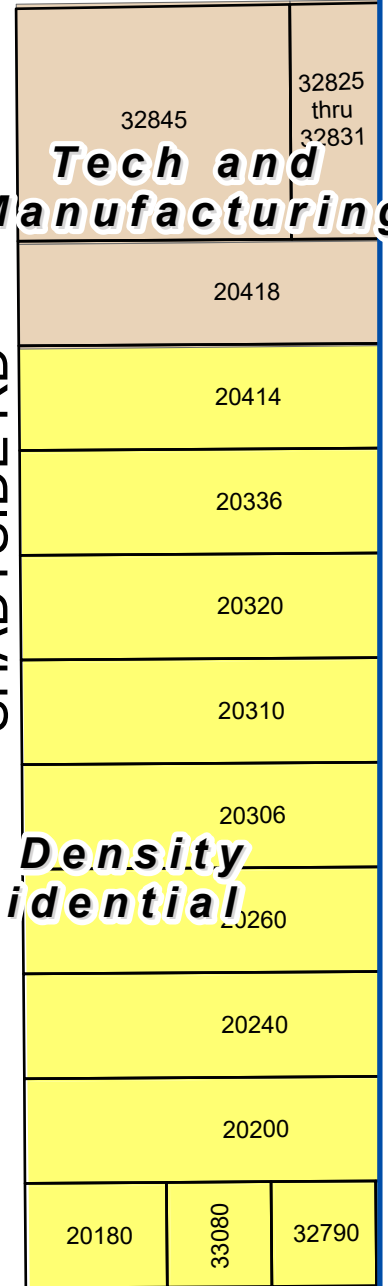


FARMINGTON ROAD

Corridor Commercial



Tech and Manufacturing



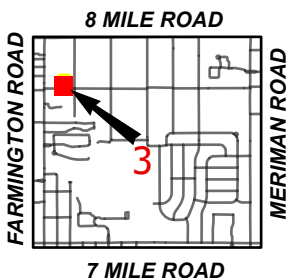
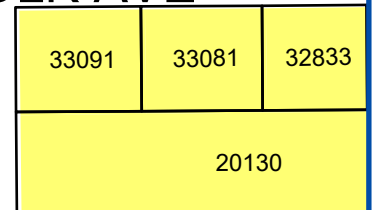
SHADYSIDE RD

Low Density Residential

NORFOLK AVE



Medium Density Residential



Future Land Use Map

Petition 2023-04-01-03
Michael Morad
20180 Westmore Street
N2 to RUF



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

MISCELLANEOUS

ITEM 5

Petition 2023-04-01-03 submitted by Michael Morad under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest ¼ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm).

June 6, 2023: Study Meeting:

This rezoning petition involves a parcel at the corner of Westmore and Norfolk Avenues. The change from N2 to RUF would allow the homeowners to raise chickens under Section 6.34 of the Zoning Ordinance - Keeping of Animals (Fowl, Rabbits, Horses, Cows, etc.). Section 6.34 specifies: "Fowl and rabbits may be raised and kept for the owner's consumption only on one-half (½) acre or more; two (2) horses may be kept for the owner's use only on one (1) acre or more; two (2) horses and one (1) cow or three (3) horses may be kept for the owner's use only on two (2) acres or more. The raising of livestock shall conform to the Generally Accepted Agricultural and Management Practices (GAAMP) for the Care of Farm Animals."

RUF zoning requires a minimum lot area of 15,000 square feet and minimum lot dimensions of seventy-five feet (75') in width by 150 feet in depth. The unplatted parcel measures approximately 176 feet in width along Norfolk and 225 feet along Westmore, a private easement providing access for this property and one other lot to the north (20240 Westmore). The land area is 39,600 square feet or roughly 0.91 acres. The subject property contains a residential house and a detached garage. The submitted plan shows that the property includes a chicken coop measuring seven feet by seven feet (7'x7') attached to a 'chicken run' measuring thirteen feet (13') wide by seven feet (7') deep. The chicken coop and chicken run are located in the property's rear (northeast) corner. The applicant currently has sixteen (16) chickens.

Residential properties surround the subject site to the north, east, and south. Across Westmore Street to the west is Pinebrooke Office Park, which is zoned C1.

The Livonia Vision 21 Future Land Use map designates the subject property as *Low-Density Residential*, which recommends a density of 1 to 5 dwelling units per acre, a minimum lot area of 7,200 square feet, and minimum lot width of sixty feet (60').

The subject property was initially zoned AG, Agricultural. When the City was incorporated in 1950, Zoning Ordinance No. 60 was adopted, and the property was rezoned to RUF. In 1961, the subject property was included as part of a large group of lots in the north half of Section 3, rezoned from RUF to R-L-A, Residential Large Lot, a zoning district before the adoption of Ordinance No. 543. Then, in 1965, with the adoption of Ordinance No. 543, the R-L-A district became R-3, and since then, there have been two failed attempts to change the zoning of this part of Section 3, including the subject property, back to RUF.

MISCELLANEOUS

ITEM 5 Petition 2023-04-01-03 – 20180 Westmore Street

Page 2

The first attempt was in 1979 when a request to change the area from R-3 back to RUF was rejected for the following reasons (CR #1110-79, Petition 1979-06-01-20):

1. All existing lots in the subject area at least conform to R-3A zoning requirements or larger.
2. If this petition were to be approved, 40 existing lots would then become nonconforming.
3. The area has been zoned R-L or R-3 (80'x120' lots) since 1960 which has led to more efficient use of the land in some instances, a fact which the Planning Commission believes is of paramount importance, particularly in these times of high cost of land and housing.
4. The subject area has the capacity to accept additional dwellings which may result from future development occurring in accordance with R-3A Zoning District requirements.
5. Retention of the R-3A zoning in the subject area will not be detrimental to the overall development of the general area, nor will it be injurious to the continued use and enjoyment of the existing residential properties in the area.

The other petition occurred in 1987 and was denied for similar reasons (CR #1178-87, Petition 1987-08-01-29):

1. The subject area has the capacity to accept additional dwelling units which may result from future development occurring in accordance with R-3A zoning district requirements.
2. A more intensive utilization of the land area involved will not be injuries to the continued use and enjoyment of the existing residential properties in the area.
3. All existing lots in the subject area at least confirm to the R-3A zoning requirements or larger.
4. If this petition were to be approved, 49 existing lots would then become non-conforming.
5. The subject area has been zoned R-L or R-3 since 1960 which has led to more efficient use of land in most instances, a fact which the Planning Commission believes is of paramount importance, particularly in these times of high cost of land and housing.

The apparent difference between this request and the two previous rezoning petitions is that this item seeks to rezone only one (1) parcel instead of multiple parcels and will not result in any non-conformities. In discussing this item with the City Law Department, the Petitioner's desire to raise chickens for emotional support and mental health therapy could be protected under the Americans with Disabilities Act (ADA). Additionally, Michigan's Right to Farm Act could come into play, which is intended to protect farmers who follow the State's GAAMPs. Notwithstanding, this petition attempts to do the right thing by having the zoning conform to the activities on the property.

June 27, 2023: Study Meeting:

This item was tabled at the June 13th Public Hearing to allow the Petitioner and the City time to draft a conditional zoning agreement. The proposed agreement contains the following conditions, which the homeowners are voluntarily offering:

- 1) At most, twenty-five (25) chickens shall be housed on the Property.
- 2) No roosters shall be housed on the Property—only hens.
- 3) No farm animals other than chickens shall be housed on the Property; however, this shall not preclude the Owners from keeping other domesticated animals, such as dogs, cats, parakeets, etc., which shall be allowed.
- 4) All chickens will be kept in the coop and fenced enclosure, as depicted in Exhibit B.
- 5) The Property shall be free from any waste associated with the chickens. All chicken manure will be appropriately disposed of or composted.
- 6) All Generally Accepted Agricultural and Management Practices (GAAMPs) related to raising and keeping chickens will be adhered to.
- 7) No eggs or chickens shall be sold from the Property.
- 8) The RUF, Rural Urban Farm zoning, and the keeping of chickens on the Property, as set forth above, shall be allowed as long as the Owners or their heirs live at the Property. Should the Owners or their heirs no longer live at the Property, the chickens will be removed, and no farm animals, including chickens, shall be housed on the Property. The City can change the property's zoning to N2, Neighborhood, at such a time.

July 11, 2023: Public Hearing:

Following the Study Meeting, the Petitioner changed condition #4 of the agreement. It now reads:

All chickens will be maintained in the coop and fenced enclosure (run) as depicted in Exhibit B. Chickens are allowed out of the coop and run, but only when the Owners are home and provided the chickens are confined to an enclosed portion of the rear yard with no ability to trespass beyond the Owners' property.

Approving Resolution: The request to rezone the property at 20180 Westmore Street from N2 to RUF is hereby approved, subject to City Council approval, for the following reasons:

1. The Petitioner has voluntarily offered a conditional zoning agreement pursuant to MCL 125.3405 of the Michigan Zoning Enabling Act, Act 110 of 2006, as amended, that includes a statement of conditions for maintaining chickens on the property.
2. The RUF zoning is appropriate given the Petitioner's unique circumstances.
3. The proposed RUF zoning is compatible with the area's surrounding land uses.

4. The proposed zoning change represents a reasonable and logical plan for the subject property that adheres to sound land use planning principles.
5. The proposed zoning change would allow the use of the subject property in a manner consistent with its size and location.

Denying Reasons: The request to rezone the property at 20180 Westmore Street from N2 to RUF is hereby denied for the following reasons:

1. The petitioner has failed to affirmatively show that the proposed zoning change would be compatible with and in harmony with the surrounding neighborhood.
2. The proposed zoning change is inconsistent with the surrounding zoning and would adversely alter the neighborhood's character.
3. The existing N2 zoning is more consistent with the established pattern of development and character of the area, and
4. The Petitioner can seek approval from the Zoning Board of Appeals.

CONDITIONAL REZONING

STATEMENT OF CONDITIONS

This Statement of Conditions made and entered into this _____ day of _____, 2023, by and between the City of Livonia (“City”), a Michigan municipal corporation, and Michael and Megan Morad (“Owners”), 20180 Westmore, Livonia, MI 48152 (“Property”), is intended to be incorporated into the application for rezoning under Petition #2023-04-01-03 as a voluntary offer in writing setting forth conditions related to the use and development of the Property, for which the conditional rezoning is being requested. Included as a material part of this statement of conditions and incorporated herein is the plot plan attached as Exhibit “A” depicting the specific proposed use of the property.

List of conditions. The conditional rezoning of the Property was granted and shall remain valid based upon satisfaction of the conditions voluntarily offered by the Owners as follows:

- 1) At most, twenty-five (25) chickens shall be housed on the Property.
- 2) No roosters shall be housed on the Property—only hens.
- 3) No farm animals other than chickens shall be housed on the Property; however, this shall not preclude the Owners from keeping other domesticated animals, such as dogs, cats, parakeets, etc., which shall be allowed.
- 4) All chickens will be maintained in the coop and fenced enclosure (run) as depicted in Exhibit B. Chickens are allowed out of the coop and run, but only when the Owners are home and provided the chickens are confined to an enclosed portion of the rear yard with no ability to trespass beyond the Owners’ property.
- 5) The Property shall be free from any waste associated with the chickens. All chicken manure will be appropriately disposed of or composted.
- 6) All Generally Accepted Agricultural and Management Practices (GAAMPs) related to raising and keeping chickens will be adhered to.
- 7) No eggs or chickens shall be sold from the Property.
- 8) The RUF, Rural Urban Farm zoning, and the keeping of chickens on the Property as set forth above shall be allowed as long as the Owners or their heirs live at the Property. Should the Owners or their heirs no longer live at the Property, the chickens will be removed, and no farm animals, including chickens, shall be housed on the Property. The City can change the property’s zoning to N2, neighborhood at such a time.

City of Livonia
A Michigan municipal corporation

By: _____
Maureen Miller-Brosnan
Its: Mayor

By: _____
Susan Nash
Its: Clerk

By: _____
Michael Morad, Owner

By: _____
Megan Morad, Owner

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

The foregoing Agreement was acknowledged before me by Maureen Miller-Brosnan, the duly authorized Mayor of the City of Livonia, and Susan Nash, the fully authorized City Clerk for the City of Livonia, on the _____ day of _____, 2023.

_____, Notary Public
Wayne County, acting in Wayne County, Michigan
My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

The foregoing Agreement was acknowledged before me by Michael and Megan Morad, Owners of 20180 Westmore, Livonia, MI 48152, on the _____ day of _____, 2023.

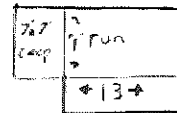
_____, Notary Public
Wayne County, acting in Wayne County, Michigan
My Commission Expires: _____

20180 Westmore, Livonia, 48152 Residential rear

Single family home 1614 sq ft

4 Bed 2 bath

Lot 36,550 sq ft



40'

Legal Description
03 F3 THAT Part OF THE NW 1/4 OF SEC 3 DES AS BEG AT A POINT DISTANT DUE S 823.96 FT AND S 89D 55M 30 SEC E 43138 FT AND S OD 01M 20 SEC E 224.96 FT From THE NW COR OF SEC 3 AND PROCEEDING TH S 89D 55M 10 SEC E 176 FT TH S OD 01M 20 SEC E 224.99 FT TH N 89D 55M 0 SEC W ALONG THE N LINE OF NORFOLK AVE 176 FT TH N OD 01M 20 SEC W 224.99 FT TO THE POB 0.91 ACRE

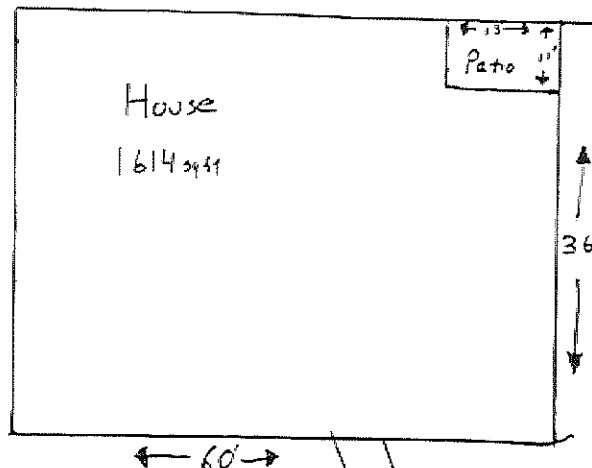
Westmore st

215'

Zoned N-2
Proposed RUF

113'
From COOP To House

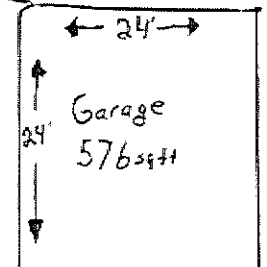
Front of house



60'

36'

Driveway



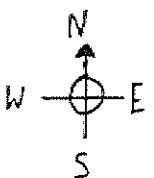
24'

24'

170'

Norfolk st

RECEIVED
APR 26 2023
CITY OF LIVONIA
PLANNING COMMISSION



2023-04-01-03

Zoned N-2

112.5'

Neighbor residence

112.5'

Zoned N-2

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

May 12, 2023

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2023-04-01-03 – #20180 Westmore Avenue

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed rezoning at this time. The subject parcel is assigned the address of **#20180 Westmore Avenue**.

The existing parcel is currently serviced by public sanitary sewer, water main and storm sewer. Per the submittal, there are no planned alterations to the sanitary sewer and water main services, so we do not expect any impacts to the existing systems at this time.

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.

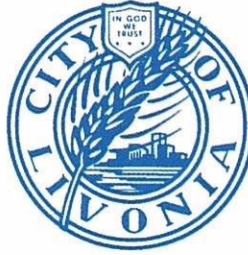
David W. Lear, P.E.
Assistant City Engineer

cc: 2023 Petition File

DEPARTMENT OF FINANCE

Michael T. Slater
DIRECTOR OF FINANCE

Connie Kumpula
CHIEF ACCOUNTANT



MAUREEN MILLER BROSAN
MAYOR

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

May 19, 2023

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

Petition 2023-04-01-03 - 20180 Westmore Street

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.

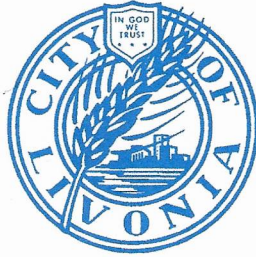
Very truly yours,

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

May 31, 2023

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

Re: Petition 2023-04-01-03

20180 Westmore Street
Morad, Michael

Dear Mr. Miller,

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

Sincerely,

Lynda L. Scheel
Treasurer, City of Livonia

City of Livonia Planning Commission
33000 Civic Center Dr.
Livonia, Mi. 48154

June 1, 2023

Pinebrooke Partners, LLC
20232 Farmington Rd.
Suite C Livonia, Mi. 48152

Members of the Livonia Planning Commission,

On behalf of Pinebrooke Office Park and its many professional business owners, medical practices and tenants, it is our joined consensus that the proposed rezoning of the neighboring residential property located at 20180 Westmore St. from N2 to RUF should NOT be approved as requested and submitted by the petitioner.

This attempt towards a 'spot rezoning' of this particular property in a contiguous, long established residential neighborhood of N2 home sites, does not conform to the Master Plan of the City of Livonia nor does it fit in well with the overall setting and surroundings of the abutting properties, such as ours.

We also feel strongly that, if this was to be approved by the Planning Commission, it would potentially set in motion a detrimental precedent for further rezoning and 'spot zoning' petitions throughout this residential area. Our local neighborhood here is a close knit, caring and well maintained mix of older and newer single family homes with many long-standing, well respected Livonia families, many of whom have resided here for decades and raised their families.

As fellow citizens of this area, we would prefer to keep our traditional, unique and time honored neighborhood setting unchanged and maintain the appropriate N2 zoning parameters as they stand today. It has worked well for the surrounding neighborhood and has stood the test of time so to speak.

Our neighboring professional office complex itself, Pinebrooke, takes great pride in our 33 plus years of providing a clean, well maintained and desirable business environment for our many office workers and tenants at this property and in this section of Livonia. We plan on continuing to do our part by further investing the necessary time, finances and management details into our office complex by always looking after the best interests of our loyal business tenants.

With that in mind, I would hope this letter serves as an understanding of our preference in this matter as a concerned and affected abutting property owner. From our vantage point, as mentioned there is no precedent nor a need to unsettle the existing zoning arrangement that has been in place here for generations. We trust that the Planning Commission members will consider our clear and concerned perspective we have presented here, and subsequently take all of this into account in weighing their decision with this matter.

Respectfully,
Pinebrooke Partners, LLC
20200 – 20246 Farmington Rd.

City of Livonia Planning Commission
33000 Civic Center Dr.
Livonia, Mi. 48154

June 1, 2023

Pinebrooke Partners, LLC
20232 Farmington Rd.
Suite C Livonia, Mi. 48152

Members of the Livonia Planning Commission,

On behalf of Pinebrooke Office Park and its many professional business owners, medical practices and tenants, it is our joined consensus that the proposed rezoning of the neighboring residential property located at 20180 Westmore St. from N2 to RUF should NOT be approved as requested and submitted by the petitioner.

This attempt towards a 'spot rezoning' of this particular property in a contiguous, long established residential neighborhood of N2 home sites, does not conform to the Master Plan of the City of Livonia nor does it fit in well with the overall setting and surroundings of the abutting properties, such as ours.

We also feel strongly that, if this was to be approved by the Planning Commission, it would potentially set in motion a detrimental precedent for further rezoning and 'spot zoning' petitions throughout this residential area. Our local neighborhood here is a close knit, caring and well maintained mix of older and newer single family homes with many long-standing, well respected Livonia families, many of whom have resided here for decades and raised their families.

As fellow citizens of this area, we would prefer to keep our traditional, unique and time honored neighborhood setting unchanged and maintain the appropriate N2 zoning parameters as they stand today. It has worked well for the surrounding neighborhood and has stood the test of time so to speak.

Our neighboring professional office complex itself, Pinebrooke, takes great pride in our 33 plus years of providing a clean, well maintained and desirable business environment for our many office workers and tenants at this property and in this section of Livonia. We plan on continuing to do our part by further investing the necessary time, finances and management details into our office complex by always looking after the best interests of our loyal business tenants.

With that in mind, I would hope this letter serves as an understanding of our preference in this matter as a concerned and affected abutting property owner. From our vantage point, as mentioned there is no precedent nor a need to unsettle the existing zoning arrangement that has been in place here for generations. We trust that the Planning Commission members will consider our clear and concerned perspective we have presented here, and subsequently take all of this into account in weighing their decision with this matter.

Respectfully,
Pinebrooke Partners, LLC
20200 – 20246 Farmington Rd.

From: [Simmons, Jennifer](#)
To: [Planning](#); [Hanna, Jerome](#); [Stroble, Robert](#); [Banko, Steven](#); [Moore, Doug](#); [Brandon, Keri](#)
Subject: FW: Online Form Submittal: Planning Inquires
Date: Friday, June 9, 2023 2:28:37 PM

Jennifer Simmons
Constituent Relations Specialist
City of Livonia | Mayor's Office
(734) 466-2204
jsimmons@livonia.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Friday, June 9, 2023 2:20 PM
To: support <support@livonia.gov>
Subject: Online Form Submittal: Planning Inquires

Planning Inquires

This form is for any questions, comments, or concerns you may have for the City in regards to planning. If you leave contact information, the City will reply within 2 business days. If this is an emergency, please dial 9-1-1.

First Name	ewa
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Last Name	kedzierska
-----------	------------

Address	20310 Mayfield
---------	----------------

Email Address	ewalicja1@gmail.com
---------------	--

Phone Number	3139294434
--------------	------------

Describe your issue, concern, or question.	Petition 2023-04-01-03 Public Hearing June 13, 2023
--	--

1. Is the City aware that applicant has already installed a chicken coop and chickens before his application is reviewed?

2. The lot is under 1 acre and squarish in shape so the 2 lots on the east side are very close to the "proposed" coop and will have full view of chickens. They will have no choice. There are lots of 1 acre at 100ft wide and 440ft deep (or larger in Livonia where a coop at the rear would not be easily visible and would probably

not bother neighbours.

3.If this request is approved it is possible that other applicants with smaller lots will apply for the RUF waiver and what is the City's plan to deal with such requests? This could open a “can of worms”!

3. Is there a guarantee that applicant won't put in ducks, geese, turkeys, other fowl, pigs, sheep, goats, donkey etc?

4. Noise – not everyone would like to be woken by a rooster crowing early in the morning, or by chickens clucking away....

4. How will the manure/compost be dealt with? A pile may and probably will attract rats (which are a problem already in some areas), other vermin and flies as well as smell. Will this be disposed of through the regular trash collection?

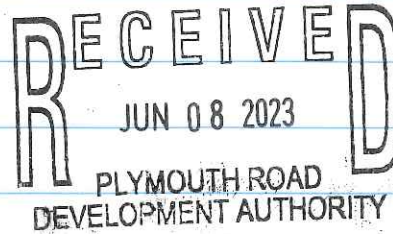
Livonia prides itself as being a diverse city/community, for families, with good schools and a safe place to live in. It is not considered “country” and small lots are not really adequate for bringing in chickens or for that matter other farm animals. The above concerns indicate that I ask the Committee to seriously consider the application and do not grant the waiver.

Thank you.

Ewa Kedzierska

Date of Concern	6/13/2023
Attachment (Optional)	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)



June 6, 2023

I am writing to say we do not want 20180 Westmore rezoned to a Rural Urban Farm.

We have problems with rats, mice and other vermin and we don't need other animals infesting our neighborhood.

Sincerely
Rody Norma
Martin

20013 Shodyside
Livonia, MI 48152

From: [KARL & ROBERTA BURNETT](#)
To: [Planning](#)
Subject: Resining @ 20180 Westmore
Date: Tuesday, June 6, 2023 2:17:41 PM

Ladies and gentlemen:

I am sending this message by electronic mail because I expect to be out of the city at the time you have scheduled your hearing on the matter of rezoning at 20 180 Westmore in Livonia, a private residence located in our subdivision.

Please allow me to be placed on your agenda as reading my message aloud and not in support of rezoning this residential property.

Folkers Farmington acres was probably a farm a very long time ago?

However, the subdivision is now a pleasing and comfortable area in which to live as single family residences.

I suspect the city Council has already received a request for this rezoning and has denied it?

Therefore, the original proposal to redone has probably been simply forwarded to the zoning board of appeals (ZBA).

This proposal to rezone a single-family residential property to one of rural urban farm is not supported here by myself, or my neighbors surrounding me and the concerned residence.

I respectfully request the proposal to re-zone. The subject property be denied.

Thank you in advance
R. Karl Burnett
32720 Norfolk St.
Livonia, MI 48152

Sent from my iPhone

From: [Simmons, Jennifer](#)
To: [Planning](#)
Subject: FW: Online Form Submittal: Planning Inquires
Date: Thursday, June 8, 2023 9:42:15 AM

Jennifer Simmons

Constituent Relations Specialist
City of Livonia | Mayor's Office
(734) 466-2204
jsimmons@livonia.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, June 8, 2023 9:16 AM
To: support@livonia.gov
Subject: Online Form Submittal: Planning Inquires

Planning Inquires

This form is for any questions, comments, or concerns you may have for the City in regards to planning. If you leave contact information, the City will reply within 2 business days. If this is an emergency, please dial 9-1-1.

First Name	keith
------------	-------

Last Name	dumond
-----------	--------

Address	33201 Norfolk st.
---------	-------------------

Email Address	durod kjd@yahoo.com
---------------	--

Phone Number	734-934-4413
--------------	--------------

Describe your issue, concern, or question.	
--	--

to the planning commission: In regards to petition 2023-04-01-03, rezoning of 20180 Westmore St., to RUF. I protest, the rezoning of ,said property. I will be unable to attend the hearing, but this in no way diminishes my fervent opinion, that rezoning of this property would be a mistake. Rats, smell, possible reduction of property value, preferential treatment of one tax payer over another, being my major concerns. I expect other unanticipated problems will also, occur. If this proposal does pass, the rezoning should be for the entire quadrant, perhaps the entire city. Why should most tax payers, be barred from raising farm animals, but just the one allowed. This is a residential area, people moved

here with that understanding, changing that would be unfair. I feel rezoning this parcel, will cause future headaches for the residents, the city and the commission. Thank you for your time.

Date of Concern

6/8/2023

Attachment (Optional)

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

Uhazie, Jacob

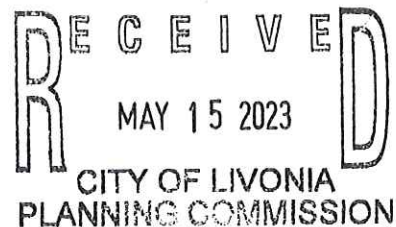
From: Centers, Janice
Sent: Monday, May 15, 2023 10:24 AM
To: Taormina, Mark; Uhazie, Jacob
Cc: Simmons, Jennifer; Centers, Janice
Subject: FW: Online Form Submittal: Planning Inquires

Good morning,

We received the following Planning Inquiry email today. Would someone be able to reach out to Mr. Dumond, or provide information for me to respond with?

Thank you,
Janice

Janice Centers
Executive Assistant to the Mayor
City of Livonia | Mayor's Office
(734) 466-2206
jcenters@livonia.gov



From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Saturday, May 13, 2023 11:24 AM
To: support <support@livonia.gov>
Subject: Online Form Submittal: Planning Inquires

Planning Inquires

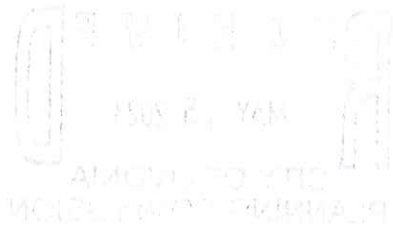
This form is for any questions, comments, or concerns you may have for the City in regards to planning. If you leave contact information, the City will reply within 2 business days. If this is an emergency, please dial 9-1-1.

First Name	keith
Last Name	dumond
Address	33201 Norfolk st.
Email Address	durod kjd@yahoo.com
Phone Number	734-934-4413
Describe your issue, concern, or question.	I am concerned about, the possibility of a rezoning in my area, allowing for farm animals. Chickens to be specific. I moved into a residential, as opposed to a rural area for a reason. I would

strongly urge, the council not to approve such a motion. What next goats? I see a rat problem coming from this, thank you.

Date of Concern	5/13/2023
Attachment (Optional)	Field not completed.

Email not displaying correctly? [View it in your browser.](#)



Uhazie, Jacob

From: Jan Irvin <janmi@rocketmail.com>
Sent: Friday, May 12, 2023 3:48 PM
To: Planning
Subject: Fwd: Zoning change proposal, May 16th meeting

Please send me a quick "got it" so I know this went through. Thanks so much!

Sent from my iPad

Begin forwarded message:

From: Jan Irvin <janmi@rocketmail.com>
Date: May 12, 2023 at 12:24:20 PM EDT
To: planningcommision@cityoflivonia.org
Subject: Zoning change proposal, May 16th meeting

To: Planning Commission, Jacob and Scott

Dear Members,

We are sending in this letter about our **concerns** for the proposed zoning change at 20180 Westmore to "urban farm" from residential. We are submitting the letter for the May 16th meeting.

I (Jan) kindly asked our neighbors not to put chickens in the yard when I noticed them in their dog pen, which is directly behind our yard. (This was about a month ago.) I mentioned that I am allergic to chickens and would not be able to open my windows if chickens were present. I said that this was a residential neighborhood and not zoned for chickens.

Our neighbors went ahead with their plans and applied for a zoning change, put up a coop on pallets as well as a wire run area.

We object to the change of zoning because:

- 1) Chickens attract rats because of feed and droppings. The local foxes and coyotes will also be interested in them. In the past, a neighbor across the street and 4 doors down had chickens and his neighbor called the city because of the rat issue. The chickens were removed.
- 2) A zoning change sign has not been posted so the rest of the block northward is not aware of any change. The chickens are currently housed in their garage and have not been seen by others.
- 3) We do not understand why 10 chickens would be considered "emotional support" animals because they already have 2 dogs.
- 4) It is impossible to avoid the "farm smell" of chickens.

We respectfully request that the area not be rezoned to urban farm. We will not attend the meeting in person as our neighbors have tried to intimidate us into their wishes by posting no trespassing signs, installing and pointing two cameras directly into our yard and calling in a false police report on my husband in reference to their dogs. Please see pictures below. The last photo is the coop and run area in the back of the property. We will be happy to answer any questions by phone or you may stop by our house, 20181 Shadyside. (1 block east of Farmington and 1 block south of 8 Mile) Feel free to call at 248 477-3677.

Respectfully submitted,
Jan and Ron Irvin

Posted Signs

From: [redacted]
To: [redacted]
Subject: [redacted]
Date: [redacted]

Please read this e-mail "quick" and I assure this was the only. Thanks so much!

Best from my Dad!

Best from my Mom!

From: [redacted]
To: [redacted]
Subject: [redacted]
Date: [redacted]

The Planning Committee, David and I

Dear Members,

We are writing to this letter about our concerns for the proposed parking area at 2015th Street. We are submitting this letter to the City of St. Louis.

- 1) The City of St. Louis is currently in the process of reviewing the proposed parking area at 2015th Street. We are submitting this letter to the City of St. Louis.
- 2) The City of St. Louis is currently in the process of reviewing the proposed parking area at 2015th Street. We are submitting this letter to the City of St. Louis.
- 3) The City of St. Louis is currently in the process of reviewing the proposed parking area at 2015th Street. We are submitting this letter to the City of St. Louis.
- 4) The City of St. Louis is currently in the process of reviewing the proposed parking area at 2015th Street. We are submitting this letter to the City of St. Louis.
- 5) The City of St. Louis is currently in the process of reviewing the proposed parking area at 2015th Street. We are submitting this letter to the City of St. Louis.
- 6) The City of St. Louis is currently in the process of reviewing the proposed parking area at 2015th Street. We are submitting this letter to the City of St. Louis.
- 7) The City of St. Louis is currently in the process of reviewing the proposed parking area at 2015th Street. We are submitting this letter to the City of St. Louis.
- 8) The City of St. Louis is currently in the process of reviewing the proposed parking area at 2015th Street. We are submitting this letter to the City of St. Louis.
- 9) The City of St. Louis is currently in the process of reviewing the proposed parking area at 2015th Street. We are submitting this letter to the City of St. Louis.
- 10) The City of St. Louis is currently in the process of reviewing the proposed parking area at 2015th Street. We are submitting this letter to the City of St. Louis.

Best from my Dad!



Concern on the corner of this property going to be not going any



Copyright © 2010



Back Yard.jpg (204)

Members of the Livonia City Planning Committee:

I am writing to you in regards to the petition to change the zoning from N2 to RUF at the following location:

20180 Westmore, Livonia, MI 48152

As a longtime homeowner in the vicinity of this location, I am OPPOSED to the zone change for these reasons:

1. Chickens will attract other wildlife to the neighborhood such as raccoons, foxes, coyotes, rats and various other scavengers. The area is already overrun with deer that have decimated many of our neighbors' landscaping/flowers, we don't need the additional wildlife wreaking havoc on our yards.
2. It has come to my attention that the homeowner already has the chickens in possession and did not wait till a decision about a zoning variance. If they are so mindless of the zoning regulations, who is to say what other violations they may try to get past the zoning committee.
3. Noise – especially roosters.
4. This neighborhood has a general level of tidiness and care for the upkeep of its houses and yards that the homeowner does not seem to abide by. Items strewn throughout the yard, a car parked in the back yard etc and the addition of a chicken flock certainly adds to general level of messiness throughout the property.

5. The property's proximity to medical offices. Not only the possibility of increased wildlife near the area, also the threat of wildlife borne illness (avian or otherwise) to the medically compromised patients who are in the area.

Again, I want to reiterate my opposition to the zoning change and hope that your committee would vote to NOT allow the zoning change for 20180 Westmore.

Thank you for your consideration,

Margaret Quinn

If these remarks are to be read aloud or disseminated at the planning meeting, please respect my wishes and put these remarks out anonymously.

From: [DIANE RICHMOND](#)
To: [Planning](#)
Subject: Petition 2023-04-01-03 Question
Date: Wednesday, June 14, 2023 9:30:38 AM

Hi Planning Commission.

I sent an email yesterday and realized I have some more questions before I can make a decision.

How many chickens are they planning on raising?

How large is enclosure for chickens?

How often will they clean the enclosure?

Diane Richmond

33341 Norfolk St

Livonia 48152

Sent from my iPhone

From: [DIANE RICHMOND](#)
To: [Planning](#)
Subject: Petition 2023-04-01-03
Date: Tuesday, June 13, 2023 8:58:28 PM

I have several questions before making a decision about rezoning the property at 20180 Westmore Street, Livonia 48152.

1. If property is rezoned to RUF does the city inspect the property for health violations regularly?
2. If property is sold to someone else other than Michael Morad, will it automatically stay zoned RUF or revert back to N2?
3. Is there a limit of number and types of animals that can be living on the property?
4. How do they dispose the chicken droppings?

I have a family member who lives in Ferndale. Their neighbor was permitted to have chickens. They took care of the chickens for the first few years. This neighbor lost interest in maintaining the property. It was very difficult for other neighbors to get this issue resolved. Many health concerns.

What does the City of Livonia have in place to protect its residents from being placed in a similar situation?

Health concern of Histoplasma. This is an infectious disease caused by breathing in spores/fungus often found in chickens and other bird droppings.

Respectfully,
Diane Richmond
33341 Norfolk Street
Livonia, Michigan 48152

Sent from my iPhone

From: [Lucy](#)
To: [Planning](#)
Subject: PETITION 2023-04-01-03
Date: Monday, June 12, 2023 11:02:37 PM

Good Evening Planning Board of Livonia,

Per a letter you mailed out regarding a petition for Michael Morad property at 20180 Westmore St, Livonia. Per your letter request and Mr. Morad mentioning to send a letter of my opinion to the board. My name is Lucy Eisenhardt-Baldassarra.

I reside at 20306 Shadyside and also hold deed rights to 20260 Shadyside which both addresses received letter of notice. I am of the understanding the purpose of the rezone request is to allow Mr. Morad to have 12 chickens at the back end of his property closest to 20205 & 20245 west side Shadyside. I have spoken with Mr. Morad and his wife Megan, I have also seen the NEW Chicken coop he has constructed. I see no issues with them raising and responsibly taking care of the premises. Mr. Morad seems to be an honest responsible person whom I understand works for Farmington Hills DPW which tells me he understands the construction requirements/ safety measures he has explained to me he took while constructing his coop. He has informed me he put proper chicken wiring and proper footings. He also explained his maintenance he intends to do to keep it clean. Mr. Morad has a 3 yr old son named Forest and a newborn on the way-after talking to him I am sure the property and chickens will all be maintained in the healthiest and safest way possible for his family as well as the surrounding neighbors. I found The Morad's are very approachable and would be willing to make compromises and adjustments if ever the chickens caused an issue-a person would just simply need to knock on his door and discuss any concerns that come about.

Years ago our whole area was Farm agriculture RUF, sadly by no choice of all the residents we were notified we all were being rezoned. I wish the rezone never happened personally, I think it was all tax based to raise all our taxes. Which brings my only concern for this petition. If this changes tax rates to the lower rates we use to get than I'm not sure a rezoning is necessary but an exception for his property to allow the chickens and the coop. I don't feel that the surrounding neighbors should bear a higher tax rate do to the rezoning, I feel regardless of the zone our property tax brackets should be the same in N1 of N2.

So in short I approve Mr. Morad to have the coop and Chickens, but I am not in favor of rezoning if it causes a discrimination of taxes for the surrounding neighbors. If I am wrong that the tax brackets between the zones N1 and N2 are not different than I would be in favor of the rezone as well. However in the instance I am right about the tax brackets than I recommend a property permit allowing as mentioned the said Chickens and the coop to house them in.

Lastly, I will mention-In the city of Livonia there are many places with signs of people selling fresh eggs etc.-which tell me others can responsibly do the same as the Morads wish to do.

Thank you for hearing my opinion, and hope the board can make a decision that can accommodate the homeowner and the city respectfully.

Sincerely,
Lucy Eisenhardt-Baldassarra

Date: April 11th, 2023

Patient: Megan Morad
DOB: 3/15/1993

To whom this may concern,

Megan Morad is currently in my professional care for treatment for mental illness defined by the DSM-IV. Her mental impairment substantially limits one or more major life activities. I am intimately familiar with her history and with the functional limitations imposed by her emotional related illness. I have prescribed an emotional support animal as part of the treatment program developed for Megan. Due to this emotional disability, Megan has certain limitations related to coping with stress and anxiety. In order to help alleviate these difficulties, and to enhance her ability to function independently, I have prescribed Megan to obtain an emotional support animal. The presence of this animal is necessary for the emotional health of Megan because its presence will mitigate the symptoms she is currently experiencing. The presence of this emotional support animal is necessary for Megan's mental health. Megan needs the emotional support animal as an accommodation for support in her own home.

I am licensed by the state of Michigan to practice psychiatry. My license number is 5601002389. If you have any questions or concerns, please feel free to give me a call (248) 471-7171.

Sincerely,

Bryan S. Weinstein, D.O.
Julie Micheli PA-C
Kayla Stiles PA-C
BSW



Bryan S. Weinstein, D.O.

BSW

RECEIVED
APR 26 2023
CITY OF LIVONIA
PLANNING COMMISSION

2023-04-01-03

From: [Dorothy Iannarelli](#)
To: [Planning](#)
Subject: Petition 2023-04-01-03
Date: Friday, June 9, 2023 2:34:10 PM
Attachments: [VBS.eml.msg](#)

This email is sent on behalf of Antonio and Francesca Iannarelli residing at 20180 Shadyside St. Livonia, MI 48152 in regards to a letter they received pertaining to the above stated petition. They have been longtime residents of Livonia and look forward to a young family starting out their life dreams. They feel that Mr. Michael Morad and his family should be able to have their property rezoned from N2 to RUF if they sufficiently meet the criteria.
Sincerely,

Antonio and Francesca/Roberto and Dorothy Iannarelli

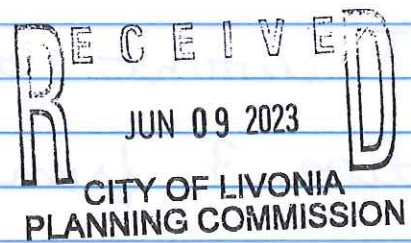
Dear Planning Commission,

We live at 32790 Norfolk; four houses down wind from 20180 Westmore. We have lived at this home for 27 years. We do NOT want the property NW $\frac{1}{4}$ of section 3 from N2 (neighborhood) to RUF (rural urban farm) to be rezoned. These are the reasons:

- 1.) About 10 years ago a neighbor on Shadyside street had chickens and we got RATS! Please not again.
- 2.) The smell. Like I said most of the wind flows westward down Norfolk street and we love our outdoor living too much and worry about this happening.
- 3.) If you want chickens and other farm animals buy your home in a RUF section. Its not fair to those who don't want to live near farm animals.

Thank you for reading our concerns,
Proud residents of Livonia.

Richard Whittier and Esther Whittier



To Whom it May Concern:

Michael and Megan lived next to me for nearly 5 years while they lived on Cardwell street in Livonia. During that time, they owned chickens that were kept in a clean and humane way.

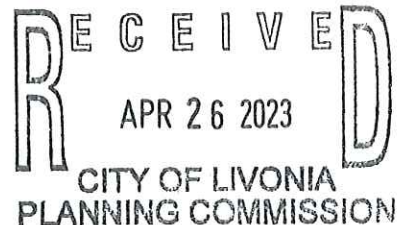
The coop was cleaned on a regular basis along with daily feedings and fresh water. My daughter was asked to help when they would leave for events and was more than happy to help.

In addition to the cleanliness of their coop, Megan made compost from the waste of the chickens which my fiancé was more than happy to use in his garden. I know the smell is usually a concern as well, but there was minimal to no smell due to the constant upkeep.

If there are any other concerns or questions, please feel free to contact me.

Dannette Cauchi

Dnnttnelson@yahoo.com



2023-04-01-03

April 18, 2023

To whom it may concern;

I am an old neighbor of Mike and Megan Morad.

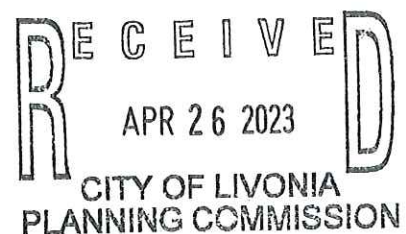
I lived next to them for the entire time they were on Cardwell in Livonia.

They had their chickens in a coop in their backyard and kept it very clean. The chickens never made much noise, I would always check because they were so quiet. I enjoyed the eggs I was given as well. To say they were a nuisance is not true.

With the price of groceries these days I don't see this as a problem I see it as a gain for the area.

If you have any other questions please feel free to contact me.

Dean Aldrich
734-502-0499



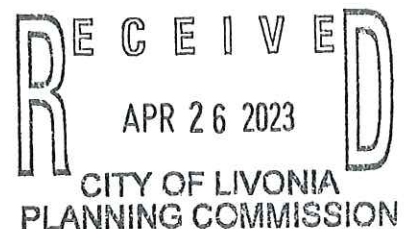
2023-04-01-03

To Whom it may Concern,

I am writing this letter in regard to the possession of chickens by Michael and Megan Morad. Michael and Megan are former neighbors of mine. I live at 27646 W Chicago. During their time as neighbors of mine, they raised several chickens on their land. Had I not been close personal friends of theirs, I honestly would not have known they had chickens. The chickens were always in their coop, never running around the yard. They were well cared for and cleaned up after. The yard never smelled of chickens or their dogs for that matter. I never once heard their chickens make noise, and I am a very light sleeper with thin walls who hears everything. I never noticed bugs or rats around due to the chickens. I am in full support of the responsible ownership of chickens to feed a growing family and teach their son responsibility and livestock ownership.

Any further questions, I can be reached by phone or email at 517-505-5523 or jchapman674@comcast.net

Sincerely,
Jacquelyn Chapman



2023-04-01-03

April 21, 2023

To whom it may concern,

I am a long time Livonia resident and previous neighbor of Mike and Megan Morad. I would like to advocate on their behalf regarding their request to have chickens on their property.

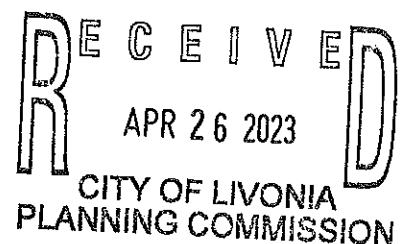
When the Morads lived next to me, they had chickens in their backyard. Although our houses are close together, this was not seen as a nuisance. They kept the coop and surrounding area very clean and there were no signs of the rodent issues in our yards as is abundant in other areas of our city. From my perspective the Morads are very respectful of their neighbors and would ensure there is no negative impact within or surrounding their property. They are responsible and dedicated homeowners working to improve their home, lifestyle, and community.

Thank you for your consideration. I am available for any additional information or insight that may prove useful in reviewing the request.

Sincerely,

LisaLBarker

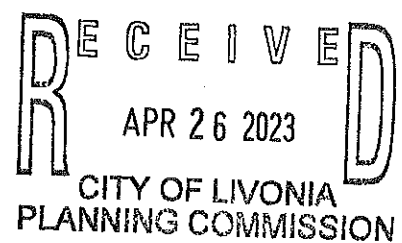
Lisa Barker
9502 Cardwell
Livonia, MI 48150
734-635-7303



2023-04-01-03

The following neighbors were contacted by us and encouraged us to rezone to legally and responsibly own chickens, so no further conflicts arise:

- Kathleen Morris
 - 20240 Westmore St
Livonia 48152
- Hien (Henry) and Jenny Than
 - 20245 Shadyside St
Livonia 48152
- Mark and Karen Rocheleau
 - 20245 Shadyside St
Livonia 48152
- Pauline Georgevich
 - 33233 Norfolk St
Livonia 48152



2023-04-01-03

From: [Carol Szatkowski](#)
To: [Planning](#)
Subject: Petition 2023-04-01-03 Submitted by Michael Morad
Date: Tuesday, May 30, 2023 8:18:20 PM
Attachments: [image.png](#)

Dear City of Livonia Planning Commission Team,
I received the attached letter regarding the following petition:

Petition 2023-04-01-03 submitted by Michael Morad pursuant to Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the property at 20180 Westmore Street, the Northwest ¼ of Section 3 from N2 (Neighborhood) to RUF (Rural Urban Farm).

I live at 33377 Norfolk St, Livonia, MI 48152. Please acknowledge for the June 13, 2023 public hearing that I approve and vote yes that Michael Morad's property be rezoned to Rural Urban Farm (RUF). Mr Morad and his family have improved the property tremendously since they purchased it. Please record my vote as a Yes for RUF. Please call me if you have questions.

Thank you,
Carol Szatkowski
248-765-7512

From: [KARL & ROBERTA BURNETT](#)
To: [Planning](#)
Subject: Resining @ 20180 Westmore
Date: Tuesday, June 6, 2023 2:17:41 PM

Ladies and gentlemen:

I am sending this message by electronic mail because I expect to be out of the city at the time you have scheduled your hearing on the matter of rezoning at 20 180 Westmore in Livonia, a private residence located in our subdivision.

Please allow me to be placed on your agenda as reading my message aloud and not in support of rezoning this residential property.

Folkers Farmington acres was probably a farm a very long time ago?

However, the subdivision is now a pleasing and comfortable area in which to live as single family residences.

I suspect the city Council has already received a request for this rezoning and has denied it?

Therefore, the original proposal to redone has probably been simply forwarded to the zoning board of appeals (ZBA).

This proposal to rezone a single-family residential property to one of rural urban farm is not supported here by myself, or my neighbors surrounding me and the concerned residence.

I respectfully request the proposal to re-zone. The subject property be denied.

Thank you in advance
R. Karl Burnett
32720 Norfolk St.
Livonia, MI 48152

Sent from my iPhone

Uhazie, Jacob

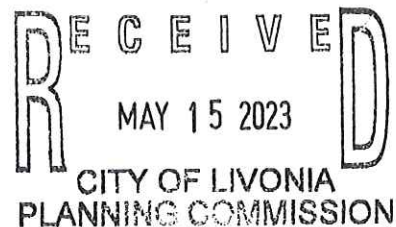
From: Centers, Janice
Sent: Monday, May 15, 2023 10:24 AM
To: Taormina, Mark; Uhazie, Jacob
Cc: Simmons, Jennifer; Centers, Janice
Subject: FW: Online Form Submittal: Planning Inquires

Good morning,

We received the following Planning Inquiry email today. Would someone be able to reach out to Mr. Dumond, or provide information for me to respond with?

Thank you,
Janice

Janice Centers
Executive Assistant to the Mayor
City of Livonia | Mayor's Office
(734) 466-2206
jcenters@livonia.gov



From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Saturday, May 13, 2023 11:24 AM
To: support <support@livonia.gov>
Subject: Online Form Submittal: Planning Inquires

Planning Inquires

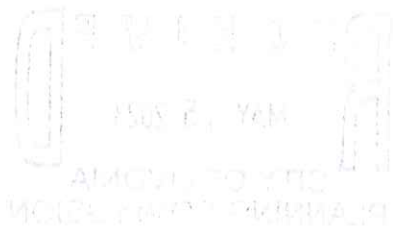
This form is for any questions, comments, or concerns you may have for the City in regards to planning. If you leave contact information, the City will reply within 2 business days. If this is an emergency, please dial 9-1-1.

First Name	keith
Last Name	dumond
Address	33201 Norfolk st.
Email Address	durodkjd@yahoo.com
Phone Number	734-934-4413
Describe your issue, concern, or question.	I am concerned about, the possibility of a rezoning in my area, allowing for farm animals. Chickens to be specific. I moved into a residential, as opposed to a rural area for a reason. I would

strongly urge, the council not to approve such a motion. What next goats? I see a rat problem coming from this, thank you.

Date of Concern	5/13/2023
Attachment (Optional)	Field not completed.

Email not displaying correctly? [View it in your browser.](#)



From: [Kathy Wiltsie](#)
To: [Planning](#)
Subject: Home on corner of Westmore and Norfolk rezoning and add chicken coop
Date: Monday, July 10, 2023 2:08:03 PM

Planning Commission

I am writing to say that I vehemently oppose the rezoning to allow a chicken coop to be built on the property at the corner of Westmore and Norfolk, Livonia 48152.

The yard facing Norfolk is a trashy mess most of the time and I do not see a chicken coop being kept clean and odor free. This has always been a residential area.

The other homes along Norfolk are neat and well kept.

Patricia Wiltsie
19983 Mayfield
Livonia Mi. 48152

From: [Ron Irvin](#)
To: [Kasprowicz, Sara](#)
Subject: Rezoning of 20180 Westmore from N2 to RUF
Date: Tuesday, July 11, 2023 1:22:01 PM

[Sent from Yahoo Mail on Android](#)

Dear Sara,

Please add this list of signatures to the file for the meeting regarding the change of N2 to RUF for the property at 20180 Westmore, petition 2023-04-01-03. We can supply a paper copy.

We do not see the meeting listed for tonight, July 11th at 7:00 pm. Has the meeting been moved. Thank you

Ron Irvin

To: The Livonia City Planning Commission
Re: Petition 2023-04-01-03, Rezoning 20180 Westmore from N2 to RUF
Date: 7/10/2023

Dear Committee;

Please see the attached list of residents who are opposed to the rezoning of the above property. The proposed rezoning is not in keeping with the rest of the subdivision. We request that the property remain N2.

*Petition against the rezoning
of 20180 Westmore
from N2 to RUF*

<u>NAME</u>	<u>Address</u>	<u>Sign</u>
KEVIN KRAFT	20319 SHADYSIDE	<i>Kevin Kraft</i>
KEVIN Crowell	20336 Shady side	<i>Kevin Crowell</i>
Sharon Crowell	20336 Shadyside St	<i>Sharon Crowell</i>
Mika Pettys	20111 Shadyside	<i>Mika Pettys</i>
David Korman	20285 Shadyside	<i>David Korman</i>
STEVE SUMMERS	20025 SHADYSIDE	<i>Steve Summers</i>
Evan Bayajian	20355 Mayfield	<i>Evan Bayajian</i>
Karen Govender	20120 Mayfield	<i>Karen Govender</i>
Genasen Govender	20120 Mayfield	<i>Genasen Govender</i>
Kathleen Erngren	20414 Shadyside	<i>Kathleen Erngren</i>

**OTHER ITEMS
RELATED TO THE
PETITION**



Mystic Maran

Characteristics:

- Quiet demeanor
- Submissive
- Obedient



Leghorns

Characteristics:

- Friendly
- Large egg production
- Sprightly

Olive Eggers

Characteristics:

- Mellow
- Docile
- Friendly with other birds



Isa Brown

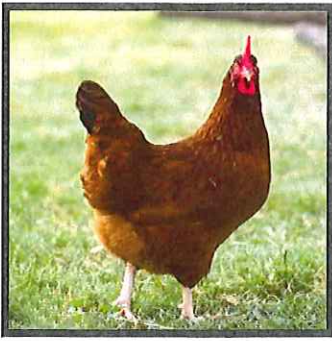
Characteristics:

- Affectionate
- Approachable by nature
- Known for their love of people.



RECEIVED
APR 26 2023
CITY OF LIVONIA
PLANNING COMMISSION

2023-04-01-03



Rhode Island Red

Characteristics:

- Calm
- Docile
- Active

Brahma

Characteristics:

- Maternal
- Non- aggressive
- Quiet



RECEIVED
APR 26 2023
CITY OF LIVONIA
PLANNING COMMISSION

2023-04-01-03

AN ORDINANCE AMENDING SECTION 3 OF THE ZONING MAP OF THE CITY OF LIVONIA AND AMENDING ARTICLE III OF LIVONIA ZONING ORDINANCE, AS AMENDED, KNOWN AND CITED AS “THE CITY OF LIVONIA ZONING ORDINANCE” BY ADDING SECTION 3.____ THERETO.

THE CITY OF LIVONIA ORDAINS:

Section 1. Pursuant to the report of the City Planning Commission, dated July 12, 2023, setting forth its resolution 07-46-2023 recommending approval of Petition 2023-04-01-03, having been considered by the Council, and the Council having conducted a public hearing on July 11, 2023, on said petition, and having concurred in the recommendation of the City Planning Commission, the Council hereby adopts said Petition 2023-04-01-03 to amend the Zoning Ordinance and Zoning Map of the City of Livonia and all proceedings heretofore conducted on said petition are hereby approved.

Section 2. Article III of the City of Livonia Zoning Ordinance, as amended, is hereby amended by adding thereto the following section:

Section 3. Petition 2023-04-01-03 submitted by Michael Morad is hereby approved, and the zoning classification of the premises hereinafter described is hereby changed from N2 (Neighborhood) to RUF (Rural Urban Farm):

Land situated in the City of Livonia, County of Wayne, State of Michigan, described as follows:

03F3 THAT PART OF THE NORTHWEST 1/4 OF SECTION 3 DESCRIBED AS BEGINNING AT A POINT DISTANT DUE SOUTH 823.96 FEET AND SOUTH 89 DEGREES 55 MINUTES 30 SECONDS EAST 431.38 FEET AND SOUTH 0 DEGREES 01 MINUTES 20 SECONDS EAST 224.96 FEET FROM THE NORTHWEST CORNER OF SECTION 3 AND PROCEEDING THENCE SOUTH 89 DEGREES 55 MINUTES 10 SECONDS EAST 176 FEET THENCE SOUTH 0 DEGREES 01 MINUTES 20 SECONDS EAST 224.99 FEET THENCE NORTH 89 DEGREES 55 MINUTES 0 SECONDS WEST ALONG THE NORTH LINE OF NORFOLK AVE 176 FEET THENCE NORTH 0 DEGREES 01 MINUTES 20 SECONDS WEST 224.99 FEET TO THE POINT OF BEGINNING 0.91 ACRE.

and the Northwest 1/4 of Section 3 of the Zoning Map is hereby amended to conform to the changes made in this section.

Section 4. The attached map designated “Amendment No. ____ to the Zoning Map of the City of Livonia” showing all of the amendments and changes made in the foregoing Section 2 of this ordinance is hereby approved, established and made a part hereof.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 6. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.

From: noreply@civicplus.com
To: [CityCouncil](#)
Subject: Online Form Submittal: City Council Inquiries
Date: Wednesday, September 6, 2023 5:46:41 PM

City Council Inquiries

This form is for any questions, comments, or concerns you may have for the City in regards to city council meetings or other city council inquiries. If you leave contact information, the City will reply within 2 business days. If this is an emergency, please dial 9-1-1.

First Name	Debbie
Last Name	Grefke
Address	19444 Parkville St
Email Address	debbielg6290@yahoo.com
Phone Number	2484738235
Topic	City Council Meetings
Date of Issue	<i>Field not completed.</i>
Attachment (Optional)	<i>Field not completed.</i>
Comments	I would like to express my feeling on the vassar street redevelopment, although it would be very nice to have this building updated and all, I just don't feel these are the businesses to go in that place, we have a new storage build done the street that is not even full at this time. Also bringing more house in this space would over load our neighborhood. Please do not pass this plan.. we can find something else to go there.

Email not displaying correctly? [View it in your browser.](#)

From: [Cowan, Dennis](#)
To: [Kasprowicz, Sara](#)
Cc: garyg@selfstoragemyspace.com
Subject: RE: 29200 Vassar
Date: Wednesday, August 30, 2023 11:07:19 AM
Attachments: [image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)

Sara: Our team is good for the Monday, Sept. 18th City Council meeting at 7pm. Thanks, Dennis PS I will probably send a letter soon that can be added to the information for the meeting.



Dennis G. Cowan

Plunkett Cooney
Attorneys & Counselors at Law
T 248.901.4029 C 248.321.2820

[bio](#) | [office](#) | [vcard](#) | [web](#) | [linkedin](#)



From: Kasprowicz, Sara <skasprowicz@livonia.gov>
Sent: Wednesday, August 30, 2023 10:50 AM
To: Cowan, Dennis <DCowan@plunkettcooney.com>
Cc: garyg@selfstoragemyspace.com
Subject: RE: 29200 Vassar

[EXTERNAL]

Hi Dennis,

I am very sorry, but the Council President indicated his preference to be the 9/18 Regular meeting at 7p instead of 9/6.

I will email the agenda once it is approved, which should be by next Friday.

See you then,

Sara



Sara Kasprowicz
Program Supervisor
City of Livonia | City Council Office
(734) 466-2250
skasprowicz@livonia.gov



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From: Cowan, Dennis <DCowan@plunkettcooney.com>

Sent: Wednesday, August 30, 2023 10:18 AM

To: Kasprowicz, Sara <skasprowicz@livonia.gov>

Cc: garyg@selfstoragemyspace.com

Subject: 29200 Vassar

Sara: Thanks for all your assistance this morning. Please call me to confirm our client's item is on the City Council's Sept. 6th voting agenda at 7pm . Thanks, Dennis



Dennis G. Cowan

Plunkett Cooney
Attorneys & Counselors at Law
T 248.901.4029 C 248.321.2820

[bio](#) | [office](#) | [vcard](#) | [web](#) | [linkedin](#)



From: [Cowan, Dennis](#)
To: [Kasprowicz, Sara](#)
Subject: RE: City Council Study Agenda off 7/24/23/Vassar St. Project
Date: Tuesday, July 25, 2023 9:10:30 AM
Attachments: [image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)

Sara: I don't know if you were at the meeting last night, but in light of the discussion, my client would like to delay the item being on the August 9th City Council agenda. Can we discuss ? Please let me know when we can discuss this morning before 11am, if possible. I am out at meetings most the rest of the day. Thanks, Dennis



Dennis G. Cowan

Plunkett Cooney
Attorneys & Counselors at Law
T 248.901.4029 C 248.321.2820

[bio](#) | [office](#) | [vcard](#) | [web](#) | [linkedin](#)



From: Kasprowicz, Sara <skasprowicz@livonia.gov>
Sent: Wednesday, July 19, 2023 3:56 PM
To: Cowan, Dennis <DCowan@plunkettcooney.com>
Subject: RE: City Council Study Agenda off 7/24/23

[EXTERNAL]

Sounds good!



Sara Kasprowicz
Program Supervisor
City of Livonia | City Council Office
(734) 466-2250
skasprowicz@livonia.gov
www.livonia.gov



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From: Cowan, Dennis <DCowan@plunkettcooney.com>

Sent: Wednesday, July 19, 2023 3:54 PM

To: Kasprowicz, Sara <skasprowicz@livonia.gov>

Subject: Re: City Council Study Agenda off 7/24/23

Sara: Our entire team will be there. Dennis



Dennis G. Cowan

Plunkett Cooney
Attorneys & Counselors at Law
T 248.901.4029 C 248.321.2820

[bio](#) | [office](#) | [vcard](#) | [web](#) | [linkedin](#)



On Jul 19, 2023, at 3:36 PM, Kasprowicz, Sara <skasprowicz@livonia.gov> wrote:

[EXTERNAL]

Good Afternoon,

The City Council Study agenda for **Monday, July 24th** is attached.

It is highly recommended that you or a representative attend this meeting in the **City Hall Auditorium** to answer any questions regarding your request.

Please note, the Study meeting is scheduled to begin at **8pm**. However, if the meeting prior runs over, the Study meeting will begin shortly after the prior meeting adjourns.

Thank you,

Sara

[<CitySeal100x100_8f7d9122-2022-4a3b-86d9-f05a096c6a3c.png>](#)

Sara Kasprowicz

Program Supervisor

City of Livonia | City Council Office

(734) 466-2250

skasprowicz@livonia.gov

www.livonia.gov

[<Livonia-Logo-250_2521acb0-d42c-429b-900f-b59ac98c1049.png>](#)

[<SocialLink_Facebook_32x32_15fe2196-de42-486f-ac8c-bd89c9da8fd7.png>](#)

[<SocialLink_Twitter_32x32_a844deab-cb87-48f2-9175-647012b70cfe.png>](#)

[<SocialLink_Youtube_32x32_9b8afb50-3b86-4678-b53d-7e423a9d8771.png>](#)

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<S072423 .pdf>



LETTER TO THE LIVONIA CITY COUNCIL

8.

Planning
July 12, 2023

MEETING DATE

S072423/R080923

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

WAIVER PETITION: Planning Commission, re: Petition 2023-06-02-06 submitted by Gerald Todd Clark on behalf of ServiceMaster, requesting to develop a Planned General Development, involving the conversion of an existing eight-story office building into climate-controlled self-storage and first-floor retail including residential and commercial restoration services, construction of drive-up self-storage units, and five (5) single-family residential lots, on the property at 29200 Vassar Avenue, located on the north side of Vassar Avenue between Parkville Avenue and Middlebelt Road in the Southwest ¼ of Section 1.

BACKGROUND DETAILS

July 12, 2023

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2023-06-02-06 - Service Master

Dear Council Members:

At the 1,201st Public Hearings and Regular Meeting held by the City Planning Commission on July 11, 2023, the following resolution was adopted:

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

#07-44-2023 RESOLVED, That the City Planning Commission does hereby recommend to the City Council that Petition 2023-06-02-06 submitted by Gerald Todd Clark on behalf of ServiceMaster requesting special waiver use approval to develop a Planned General Development under Section 5.02 of the City of Livonia Zoning Ordinance, as amended, involving the conversion of an existing eight-story office building into climate-controlled self-storage and first-floor retail including residential and commercial restoration services, construction of drive-up self-storage units, and five (5) single-family residential lots, on the property at 29200 Vassar Avenue, located on the north side of Vassar Avenue between Parkville Avenue and Middlebelt Road in the Southwest ¼ of Section 1, be approved subject to the following conditions:

The Architectural Site Plan, identified as sheet AS1.1, and the Landscape Plan, identified as Sheet

L1.1, both dated May 31, 2023, as revised, prepared by Designhaus Architecture, are hereby approved and shall be adhered to, except that:

The metal fence shall be extended along the south property line to the southwest corner of Building 'C.'

Additional evergreen plantings shall be provided between the parking lot and the residential properties on the site's north side and along the vacated portion of Vassar Avenue.

The final design of the landscape feature at the west end of the site shall be reviewed and approved by the Planning Department.

Any additional trash containers or compactors provided on the site shall be fully enclosed and screened with the masonry wall.

All parking spaces shall be appropriately sized and marked, including any barrier-free space(s) as may be required by the State of Michigan.

All disturbed lawn areas, including road rights-of-way, shall be sodded instead of hydroseeding.

Underground sprinklers shall be provided for all landscaped and sodded areas. All planted materials shall be installed to the satisfaction of the Inspection Department and, after that, permanently maintained in a healthy condition.

The Elevation Plans, identified as sheets A2.1 and A2.2, dated May 31, 2023, as revised, and prepared by Designhaus Architecture, are hereby approved and shall be adhered to, except that City Council shall approve the final exterior colors of the building.

The Elevation Plans for Buildings 'B' and 'C,' identified as sheets A1.5 and A1.6, dated May 25, 2023, and prepared by Designhaus Architecture, are hereby approved and shall be adhered to, except that any sides visible to the public shall consist of either brick, stone, prefinished metal panels, or composite siding.

The number of self-storage units on the first floor of the building shall be limited to twenty-two (22).

The overnight outdoor parking and storage of service vehicles shall be restricted to the parking spaces adjacent to the building within the fenced area on the north side of the building.

There shall be no outdoor storage of vehicle parts, equipment, scrap material, waste petroleum products, junked, unlicensed or inoperable vehicles, or other similar items in connection with this operation.

The outdoor storage of recreational vehicles, including motorhomes, travel trailers, and boats, is prohibited.

All exterior light fixtures shall not exceed twenty feet (20') in height and shall be aimed and shielded to minimize stray light trespassing across property lines and glaring into adjacent roadways.

The three walls of the trash dumpster area shall be constructed from materials that complement the building. The enclosure gates shall be solid steel or durable, long-lasting panel fiberglass.

Where this property abuts residential along the north side, a six foot (6') high masonry wall shall be required. The Inspection Department shall review the structural integrity of the existing wall to determine what, if any, improvements are needed. Along with the wall, additional evergreen landscaping shall be installed to help screen the property from the residential district.

The issues outlined in the correspondence dated June 22, 2023, from the Fire Marshal shall be resolved to the satisfaction of the Department of Public Safety, Livonia Fire and Rescue.

Only conforming signage is approved with this petition and all wall signage shall not be installed higher than the first floor of the building. Any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.

No LED light band or exposed neon shall be permitted on this site, including, but not limited to, the building or around the windows.

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.

Final approval of the residential condominiums shall require the review and approval of the master deed and bylaws by the Planning Commission and City Council.

Under Section 13.13 of the Livonia Zoning Ordinance, as amended, this approval is valid for one year only from the date of approval by the City Council. 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 Zoning Ordinance, as amended.

ATTACHMENTS

1. S072423 LTC 2023-06-02-06, ServiceMaster
2. 2023-06-02-06_E-COUNCIL Pkt

APPROVED BY



Date: July 18, 2023

Mark Taormina, Planning and Economic Development Director



Date: July 19, 2023

Maureen Miller Brosnan, Mayor

Petition 2023-06-02-06 submitted by Gerald Todd Clark on behalf of ServiceMaster requesting special waiver use approval to develop a Planned General Development under Section 5.02 of the City of Livonia Zoning Ordinance, as amended, involving the conversion of an existing eight-story office building into climate-controlled self-storage and first-floor retail including residential and commercial restoration services, construction of drive-up self-storage units, and five (5) single-family residential lots, on the property at 29200 Vassar Avenue, located on the north side of Vassar Avenue between Parkville Avenue and Middlebelt Road in the Southwest ¼ of Section 1.

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: 6/2/2023 Petition 2023-06-02-06

Site Address: 29200 Vassar Sidwell 003010423000 Zoning of Property C-4

Requesting Approval To Convert existing building to ServiceMaster restoration business, retail space and self storage facility with 5 new residential lots on Parkville.

Applicant: Gerald Todd Clark Business/Company: ServiceMaster

Applicant's Address: 979 S. Old US Hwy 23 City: Brighton State: MI Zip Code: 48114

Applicant's Phone # (810) 225-0604 Applicant's Email msssddevelopment@gmail.com

Contact Person: Gary Gerrits Business/Company: ServiceMaster

Contact's Address: 979 S. Old US Hwy 23 City: Brighton State: MI Zip Code: 48114

Contact's Phone # (810) 225-0604 Contact's Email gary@selfstoragemyspace.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@cl.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.

<u>FEE COMPUTATION</u>	<u>15,505</u> sq. ft. of new construction x \$20.00 per 1,000 sq. ft.	<u>\$600.00</u>
	(NOTE: Round off to nearest 1,000)	<u>+ 320.00</u>
	Total Amount Due	<u>\$ 920.00</u>

Owner of Property: Labeed Nouri, M.D.

Owner's Address: 5440 Whitehall Blvd. City: Oakland Twp. State: MI Zip Code: 48306

Owner's Phone # (619) 627-4440 Owner's Email labeednouri@yahoo.com

Signature of Owner: [Signature] Print Name: Labeed Nouri, M.D.

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

on this 1st day of June 20 23

Signature of Notary: [Signature] My commission expires 6-16-2025

Acting In the County of Macomb

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PLANNING COMMISSION

KARAM SHAMMAS
NOTARY PUBLIC - MICHIGAN
MACOMB COUNTY
MY COMMISSION EXPIRES 06/16/2025
ACTING IN MACOMB COUNTY



UNAPPROVED MINUTES

1

MINUTES OF THE 1,201st PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, July 11, 2023, the City Planning Commission of the City of Livonia held its 1,201st Public Hearing and Regular Meetings 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:	Wafa Dinaro	David Bongero	Sam Caramagno
	Glen Long	Peter Ventura	Ian Wilshaw

Members absent: None

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

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

ITEM #4 PETITION 2023-06-02-06

Service Master

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2023-06-02-06 submitted by Gerald Todd Clark on behalf of ServiceMaster requesting special waiver use approval to develop a Planned General Development under Section 5.02 of the City of Livonia Zoning Ordinance, as amended, involving the conversion of an existing eight-story office building into climate-controlled self-storage and first-floor retail including residential and commercial restoration services, construction of drive-up self-storage units, and five (5) single-family residential lots, on

the property at 29200 Vassar Avenue, located on the north side of Vassar Avenue between Parkville Avenue and Middlebelt Road in the Southwest ¼ of Section 1.

Mr. Taormina: Thank you. This petition is for a Planned General Development involving the former Livonia Pavilion East office building, which is on Middlebelt Road across from the former Sears department store. The plan is to convert the eight-story building into a climate controlled self-storage facility, including retail on the first floor and a residential and commercial restoration service company called ServiceMaster. Additionally, portions of the existing parking lot on the east side of the property would be developed with two buildings that would be used for drive-up non-climate-controlled storage, plus five single family homes that would be developed along Parkville Avenue. The property was initially developed in the early 1970s. The site is about four and a half acres in size. It measures 630 feet by 300 feet. Access is available from the south off Middlebelt Road via a public street called Vassar Avenue. Vassar dead ends approximately 670 feet east of Middlebelt. It was in 1971 when the east 225 feet of Vassar was vacated. The rear of the property also has frontage along Parkville Avenue, which is a residential side street. The property is zoned C-4 (High Rise Commercial) and is shown on the Future Land Use Map as part of the former Livonia Mall Mixed Development Center. The existing building contains roughly 122,000 square feet of floor area. It is vacant and it is blighted. In 2016, approval was granted to develop a Planned General Development with commercial services on the first floor and 112 senior apartment units on floors two through eight; however, this project was never developed. The main building appears on the plans as Building A. The first floor of Building A will contain a mix of commercial uses, including office, retail and indoor storage. The plans show a leasing office for the storage units and examples of potential retail tenants such as a UPS Store and a FedEx Office. The first floor would also support the operations of a commercial and residential restoration company called Service Master and would have 22 climate controlled self-storage units. Floors two through eight would be devoted entirely to climate control self-storage. Altogether, there would be 738 climate-controlled storage units that range in size from five by five to 10 feet by 37 feet. On the outside of the building attached to the southeast corner, the plans show eight drive up units that measure 10 feet by 12-1/2 feet. These would be non-climate-controlled units and would only be accessible from the outside of the building. Building B and Building C would be developed

on the easterly portion of the site. Building B, as you can see from this plan, includes two rows of units that are arranged back-to-back. Building C would contain a single row. Separating the two buildings would be a 24-foot-wide drive aisle. Building B will contain 46 storage units, while Building C would have 29 units. All of the outdoor units would be constructed of corrugated metal panels and access would be provided via overhead metal doors. The height of these buildings would be roughly 11 feet. With respect to the single-family lots, the plan shows five lots, four of them would measure 60 feet by 120 feet, and then the fifth, which is the largest lot, would measure 90 feet by 120 feet. All five would exceed the N1 minimum lot size requirements which is 50 feet by 120 feet and 6,000 square feet. Separating the lots from the commercial, the plan shows a six-foot-high block wall. To familiarize you with the plan, this is the main office building. As you can see from the aerial photograph, it sits centrally on the property. The additional exterior units that would be attached to the main building or Building A are located here in the southeast corner, and then Building B and Building C are on the easterly part of the site. As you continue further to the east, where Parkville Avenue is located, the remaining property would be developed with five new residential homesites. Security fencing would be provided for the east part of the site, as well as portions of the north and south. These would all be enclosed with a six-foot-high decorative metal iron fence. Electronic gates would restrict access to these areas. So, the areas that would be fenced-off would be from this point along the north side of the building, connecting to here, the northwest corner. Looking at the south side, the fence would extend from this point south to the property line and then all the way across. So, this entire portion of the site, the east, the area north of the building and then south of the building would all be secured areas. All of these parking spaces would be available to the public. They would not be secured in any way. The parking areas would be reconfigured, and landscaping provided throughout the site. The site plan shows a total of 74 parking spaces that are distributed basically on the west, the north and the south sides of the property. Fifty of those spaces would be provided for customers and employees of the retail units and then the remaining 24 spaces would be located within the secured areas of the site. The landscaping plan shows 76 new trees, 610, shrubs, perennials and ornamental grasses. Sixteen of the trees would be planted along Vassar Avenue at the west end of the property bordering the C-2 district. The plan shows a landscaped courtyard. There's a park-like feature that would be enhanced

with various plant materials. There would be a gazebo, as well as benches, ornamental fencing and then paved walkways. A single trash dumpster is shown in the southeast corner of the site. The enclosure walls would be six feet in height and would be made of brick veneer. Any compactor or additional dumpsters provided at the north end of the property for the ServiceMaster operation should be shielded and fully enclosed in the same manner. The plans do show a small detention pond located on the north side of the property that is located here. Depending on the required storage volume, this pond may have to be enlarged or additional detention provided underground. The zoning ordinance requires a six-foot-high masonry wall wherever the commercial activities on the property are adjacent to residential. So, this would include the entire north portion or most of the north portion of the site, as well as the east side of the site. The north side presently contains a masonry wall and then a new wall would be built along the rear lot line of the five proposed homesites. Right now, a wall extends pretty much across the entire north and east part of the property. The wall along the east part of the property is actually along the right-of-way a Parkville. That wall would be removed and pushed back to the rear of the residential lots. There would be a wall separating the proposed lots from Building C, which backs up to the lot lines. Building C would be about 11 feet in height. There's also a wall that continues along the portion of the west lot line. I'm not sure if that's going to be retained or not, but this is where the landscaped feature would be. There's currently access provided to the commercial property located here to the west with frontage on Middlebelt Road. That access point would be closed off and this area would be maintained as landscaping. The detention basin is shown here on the site within the enclosed fenced in area. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Taormina: The first item is from the Engineering Division, dated June 12, 2023, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed waiver use at this time. The subject parcel is assigned the address of #29200 Vassar Avenue. The legal description included with the submitted drawings appears to be correct, and should be used in conjunction with the proposed project. The existing parcel is currently serviced by public sanitary sewer, water main and storm sewer. The submitted drawings do not indicate alterations*

to the existing services, so we cannot comment on any impacts to the existing systems at this time. It should be noted that the proposed development will be required in order to meet the Wayne County Stormwater Ordinance. Per the submitted drawings, no stormwater detention is indicated, but we will need to do a thorough review of the plans once they are submitted for permitting. Also, the drawing show five (5) new residential lots in addition to the commercial buildings. Per the Land Division Act, this would exceed the number of available splits for the parcel. The maximum number of available splits would result in three (3) new residential lots. The developer should contact the Assessing Office to discuss options and limitations for the proposed splits." The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Livonia Fire & Rescue Division, dated June 22, 2023, which reads as follows: *"This office has reviewed the site plan submitted in connection with a request to modify a commercial building on property located at the above referenced address. We have no objections to this proposal with the following stipulations: 1. Subject building(s) are to be provided with an automatic sprinkler system, and on-site hydrants shall be located between 50 feet and 100 feet from the Fire Department connection. 2. A fire access road shall be provided with not less than 20 feet of unobstructed width and have a minimum of 13 feet 6 inches of vertical clearance in accordance to 18.2.3.4.1.1 and 18.2.3.4.1.2 of NFPA 1, 2015. 3. Chapters 8 & 9 shall be followed as they relate to Fire Protection features and Alarm Systems NFPA 101, 2015 edition. A further detailed plan review will take place when this division receives an official plan set."* The letter is signed by Brian Kukla, Fire Marshal. The next letter is from the Division of Police, dated June 13, 2023, which reads as follows: *"I have reviewed the plans in connection with the petition. I have no objections to the proposal."* The letter is signed by Paul Walters, Sergeant, Traffic Bureau. The next letter is from the Inspection Department, dated June 27, 2023, which reads as follows: *"Pursuant to your request, the above-referenced Petition has been reviewed. 1. The petitioner's proposal is a change in use. This would require the proposed space to conform to all current barrier-free building and mechanical codes and standards. This will be addressed further during plan review if this project moves forward. 2. A minimum of one barrier-free van-accessible parking space is required. This space is to be 8' wide with an 8' wide hashed access aisle next to it. This space shall also have signage per code. 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 June 26, 2023, 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 June 19, 2023, which reads as follows: *"In accordance with your request, the Treasurer's Office has reviewed the address connected with the above noted petition. At this time, there are no outstanding amounts receivable for taxes. Therefore, I have no objections to the proposal."* The letter is signed by Lynda Scheel, Treasurer. The last letter is from the Assessing Department, dated June 12, 2023, which reads as follows: *"A request has been made by Gerald Todd Clark on behalf of ServiceMaster requesting a special waiver use approval for property at 29200 Vassar Avenue, parcel number: 003-01-0423-000. The plan involves conversion of an existing 8-story office building with a portion of the property split to include five (5) single-family residential lots. The parcel in total is 4.47 acres and would only be allowed four (4) total splits which would mean three (3) lots for the residential parcels. Please direct any questions to the Assessor's Office or Livonia.gov for the lot split and combination process."* The letter is signed by Kathie Siterlet, Residential Appraiser. That is the extent of the correspondence.

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

Mr. Bongero: Have they pursued the Land Division Act issue?

Mr. Taormina: No. This was briefly mentioned at the study session. It is the petitioner's intention, should this project move forward, to go through the site condominium process. That is a separate process that they would apply for or if the lots are sold to a third party, they would have to go through that. That's something that we would see in the future.

Mr. Bongero: Okay. Thank you.

Mr. Wilshaw: Thank you. Any other questions for our planning staff? If not, I believe our petitioner is in the audience, feel free to come forward to our podium and introduce yourself. Good evening.

Dennis Cowan, Plunkett Cooney, and representing, obviously, MySpace, and ServiceMaster. I do want to mention that I served eight years on the Planning Commission on Royal Oak, so I tried to help clients bridge the requirements that a city has, along with the

requirements that they have for their business and hopefully we meet in the middle, and I've been pretty...worked for several years now with both these clients and very pleased to do so. I do have with me the full team, Todd Clark, who is the owner of ServiceMaster and MySpace self-storage, Gary Gerrits, who's the head of their real estate development, and also Hunter Galbreath, who's our architect with Design House. So there'll be here to answer any of your questions. Just a little bit of background on the companies. They're both Michigan owned, and Michigan based. ServiceMaster, as you probably are familiar, is a restoration company that services both residential and commercial customers who suffer property loss or damage. Mr. Clark and his company have many franchises in the Oakland, Wayne and Livingston County areas. They used to be here in Livonia in the southern part of town for many years and moved about four years ago to Farmington Hills and had been looking to return their ServiceMaster business here to Livonia and quite frankly, Mr. Clark has been eyeing this particular property for several years. My Space self-storage is an outgrowth of the ServiceMaster business. You have to put items somewhere when they're when the building or a home is being restored. And so they got into this business and now have seven locations, including Lansing and a couple in East Point and very shortly opening in Warren. We're very pleased to be here tonight. It's been a little bit of a long and winding road. It started in January, we had two meetings with the city's rapid response team, which were organized by Mr. Taormina, and I want to thank him and his crew for all their guidance along the way. As a result of those two meetings, there were several changes made to the plans we believe are for the better. Most prominently we included the change for the five residential homes on Parkville that reduce the outdoor storage units from 295 to 83 and we think that was quite a significant and a positive change. We also met with our residential neighbors at the Clarenceville United Methodist Church on May 11 and we were very pleased to have the opportunity to unveil the plans to them and some of those neighbors are here tonight and will hopefully speak in favor. I'm not gonna go through the site plan, I think Mark did a excellent job. In specifying the various mixed uses that we have in this particular site, I do want to mention a couple features. First of all, there will be a total rehabilitation of both the inside and the outside of this building, the main primary building, and this is a significant investment. Not only are we adding additional green space with respect to the Park Lake area that's to the to the west, and also the green space as a result of the homes, but there'll be a total resurfacing of the

parking lot which is just in very deteriorated condition. There will be gate and keycard access only for self-storage customers and employees security cameras both within and without the building to monitor operations. And as has been mentioned, perhaps retention pond or underground storage on the northern side of the building for stormwater. The Service Master operations are from nine to five. The My Space self-storage operations are 7am to 9pm. By city ordinance, this is by no means a 24/7 operation, there are no problematic noise fumes or lighting problems or issues, the traffic impact will be very low, once mature and leased up fully. The experience of MySpace is about 10 to 15 visitors per day. There will be no outdoor storage, no equipment operated outside, and there will be no outside speaker system or music or any noise of that nature, which emanates through the property. It was suggested to us very early on in the process, due to other self-storage operations in the past that have come before the city, that we conduct a market study. Our client did engage Self Storage 101, which is a very prominent and recognized industry expert, to conduct their independent third-party market study. That entire study, 184 pages, was submitted to the city as promised. I'm just going to give the conclusions. There is unmet self-storage demand in this market area, which the market area is three-mile radius from the site. The site and the proposed development is ranked as a B plus, which has a high ranking and Self-Storage 101 strongly recommended that there'll be, by the developer, our clients, the completion of this project. Based upon that study, and a Public Storage analysis and Public Storage is the most significant owner and operator of self-storage in the country, but mostly with this study by self-storage 101 confirms that the due diligence they had already conducted, that this is an extremely viable site for self-storage, and they don't believe there is any great risk in moving forward. So, in conclusion, we believe this project meets the Livonia Vision 21 goals for mixed use and additional green space. It removes an eyesore from the community, to be replaced with very low impact business and new homes. It takes away the uncertainty that the neighbors, both residential and commercial, have had to live with for a number of years and what is going to happen with this property. What we are proposing is that something very positive is going to happen, and quite frankly, if you were to look at the MySpace properties, almost everyone they've taken over, it's been a problematic property from closed and shuttered car dealerships and businesses of that nature, which just couldn't find a home for a new business, and they've been able to provide a positive business climate. We also believe, and as I stated in a letter to

you, that we meet the standards of the special waiver use and the four conditions which you need to consider. So based on that information that we've presented, we respectfully request that you approve this special waiver use project so that we can move on, hopefully to our next step with the City Council, and I thank you for your time, especially at the study session. Mr. Chairman, that was very valuable to us and we stand prepared to answer any questions that you may have.

Mr. Wilshaw: Well, thank you, Mr. Cohen, for your presentation. Let's see if we have any questions from our commissioners for you and then we'll move along to our audience. Anyone on the commission with questions for our petitioner? I guess we covered most everything that...Mr. Ventura.

Mr. Ventura: So, Mr. Cowan 'm pleased to see you here tonight, bringing the opportunity to redevelop this building. Nobody here knows other than my colleagues, but I'm a commercial real estate broker, and was personally involved in marketing this building for a number of years and I can attest to you that we have presented this building or did present this building to a wide range of users from medical, to residential to all kinds of multi floor warehouse and all kinds of uses. It's an essentially obsolete building and the costs to adapt this building to residential use or anything more user friendly than a warehouse, were prohibitive. That said, there is concern in the city and on the part of my colleagues and myself about putting this facility right next to an existing storage business. So, by my count, you're going to build 813 new units to put on the market. At our study session, I believe it was Mr. Clark described his ServiceMaster business as occupying part of the building and occupying as many as five floors. Initially, a couple on the lower level and some on the upper level to store the merchandise that he was restoring, and so that being the case, and I guess I'm confirming that here tonight with you and with Mr. Clark, was this survey done to determine the impact of all 813 units on the market, or was it done to determine the impact, I'll say 40% less than that, because the building would be consumed by the Service Master,

Mr. Cowan: The study did not take into account the Service Master business whatsoever. So, we wanted to compare apples to apples, and that was the appropriate way to do that. And there is no mention of that in the study. It was done purely based on a market-driven analysis. So, and that makes us feel even better, because we know that we will have use for the facility through ServiceMaster

through the customers that they have, who suffer some type of loss and need a place to put their goods and furniture until such time as their residents or businesses repaired.

Mr. Ventura: So, the net effect is that not all 813 units are going to come to market against the competition, but some significant portion less than that will actually be available for customers to come into the public.

Mr. Cowan: Yes.

Mr. Ventura: And Mr. Clark told us that he estimated that the investment he was going to make in this building would be somewhere between eight and ten million. Can you confirm that?

Mr. Cowan: Yes, that's the range. Yes.

Mr. Ventura: And is the ServiceMaster business, a tenant in the building?

Mr. Cowan: Yes, they will be a tenant. Yes.

Mr. Ventura: So, they're going to be paying rent to the ownership entity.

Mr. Cowan: Yes.

Mr. Ventura: I can't think of anything else to ask you at this point. I surrender the floor. Mr. Chairman. Thank you.

Mr. Wilshaw: Thank you, Mr. Ventura, for your questions. Is there any other questions from any of our commissioners of our petitioner? Mr. Ventura.

Mr. Ventura: I note the signage on the buildings at the second-floor level. So you're not planning any signs up in the parapet and on top of...

Mr. Cowan: No, no. We're not planning 1-800-storage across the top or anything of that nature. We will conform with the sign ordinance

Mr. Ventura: So, a restriction in that regard would not, would not...

Mr. Cowan: No.

Mr. Wilshaw: Any other questions?

Mr. Bongero: I guess I'm struggling with the idea of this facility. It's nice. I mean, there's no question about it, but right next door, literally,

almost a stone's throw away, from another large facility, which I know that they had intentions when they originally came to us with having a phase two expansion. So, we're gonna have these two large competing storage facilities. Does the area demand this kind of storage?

Mr. Cowan: Based upon the study that we presented, yes, there is unmet demand, and so I think I could answer this by saying, based upon my knowledge of the My Space self-storage, and they have locations, I believe it's in Lansing, where they have other self-storage in a very close proximity. You know, a lot of the business of self-storage now is done electronically and done through a computer. Some people don't even come to visit before they sign up. So proximity is not really an issue. It's not like we're putting two competing grocery stores across the street, necessarily. It's more a function of what is the need in the area. And can one more be added? We believe based on a study, the answer is yes. This is still a growing industry. We're a very transient population in this country and when people move to Livonia, they bring their stuff with them. We have also accumulated a lot of things, and sometimes people want to move things out and so this provides that service. I think the other issue is, you know, some of us recall, when we had our first apartment, every apartment building seemed to have storage in the basement. No new facilities have any type of storage, so anybody who moves into a multifamily is going to have to have some kind of self-storage. So, that has driven a lot of the growth in the industry, but you know, we're the last ones in and we feel very confident, based upon the study, and we're talking about experienced operators here. This isn't the new kid on the block, so to speak. I feel very bullish about it, and that this will be successful.

Mr. Bongero: Okay. So, what's your anticipated projection of how long it'll take to occupy this to where it is like...what do you project? 90% 95%? I mean, 100 would be great, but...

Mr. Cowan: Yeah, nobody actually ever gets to 100%. I mean, they may momentarily, but it's not needed. I'm gonna let Gary, speak to that, okay.

Mr. Wilshaw: Good evening, sir.

Gary Gerrits, general manager of MySpace self-storage. So typically, we consider Self Storage properties stabilized whenever it reaches about a 92% to 93% occupancy rate. That remaining 7% or 8%

is always going to be used to increase rents and test the market to see what the market will bear as far as rents go. We're anticipating based on our own experience, based upon projections that we had prepared by three of the national self-storage, real estate investment trusts that trade on the New York Stock Exchange, we're anticipating that we'll hit that 92 or 93% mark, probably in between the third and the fourth year, probably around 137, or 38. So I'm hoping that answers your question.

Mr. Bongero: Okay. I just I'm wondering like, what's the occupancy rate of the competitor next door,

Mr. Gerrits: In a typical self-storage facility in United States, particularly a new one, and a nice one, like the competition has, right on Seven Mile, you would expect to see, I believe their facility has about 700 to 750, indoor climate-controlled units, and you would expect to see a rent rate of about two, two and a half percent per month. So, we happen to actually stop by there, back when we were first exploring this opportunity, and we found out that they had been open for a year, and they had 200 and some odd units, and it worked out to be a 26% occupancy rate. So, we think that that we believe that they're right on track, to fill their property up at the same pace as anybody else in the world, right, or anybody else in the country. We also believe that by the time we get this property, approved, converted, opened and starting to rent units, that you know, a long time is gonna go by. It'll be another year and a half or so, and we believe that they will be at the 75- 80% occupancy point when that actually occurs. So, it's not like what our market study shows is that there's adequate demand in the market to support both the facilities. So, Mr. Cowan just made reference to a facility that we have out in Lansing. It's on the corner of MLK Boulevard and Holmes Road. It's about 105,000 net rentable square feet, and sure enough, somebody opened up 100,000 net rentable square feet immediately across the street, catty corner, on the same corner. Right? And it didn't even...we didn't even experience a hiccup in our lease up rate. Right. And they are now full as well. They've been open for about two and a half, three years and they're at about an 87% occupancy right now.

Mr. Bongero: Okay, you answered my question. Thank you.

Mr. Wilshaw: Thank you, Mr. Bongero. Any other questions for petitioner? Mr. Caramagno.

Mr. Caramagno: A couple of questions. I don't know who answers these. I heard Mr. Cowan mentioned no outdoor storage, but aren't we going to have ServiceMaster trucks, vans, repair type, hauling moving van vehicles parked outdoors?

Mr. Cowan: Yes, the business...the ServiceMaster business will have their vans out in the parking lot on the north side. Yes. What I meant to say is it'd be no outdoor storage for rent, okay, by any consumers or...customers would not be allowed to, you know, bring boats or campers right, jet skis, nothing like that. No.

Mr. Caramagno: Okay, so to go off that question, Mark, is this property zoned? Or is there a piece of the property that zoned for outdoor vehicle storage? Or is that a concern at all with us?

Mr. Taormina: The zoning will remain the C-4. Under the Planned General Development standards, the City can allow various uses to occur on the property, including recreational vehicle storage. However, that's not something they're proposing to do. So, to answer your question, would the property have to be rezoned to allow for that type of use to occur? Not necessarily. Not if this body and council determined that it would be appropriate within the context of a Planned General Development approval. That's a special waiver use approval. So, the zoning doesn't necessarily have to change. It's not a question at this point, but they would not automatically be allowed to provide that type of use without coming back for approval, whether it's under the context of the Planned General Development or a change of zoning.

Mr. Caramagno: So, this couldn't turn into 100 ServiceMaster vehicles, parked on the property with fuel systems and all kinds of things here later on down the road without special approval.

Mr. Taormina: It is part of the petition that vehicles be stored on site that are connected to the Service Master operation. It probably makes sense then to understand where those are being parked, and how many are being parked. That is addressed in the prepared resolution, and it's subject to further discussion this evening, obviously.

Mr. Caramagno: Okay. Next question I've got is...the concrete wall on the east side where the fabbed storage units are going to be. What are those fab storage units going to be backed right up to that concrete wall? Are they part of that concrete wall? How is that going to...how was that proposed to look?

Mr. Cowan: I'm going to let Mr. Gerrits's handle it.

Mr. Gerrits: So, the wall is intended to be a barrier between our new residential lots and the facility itself. And the wall will have...there'll be like a three- or four-foot buffer between the backside of the storage unit buildings and the wall itself because all of the storage unit buildings on building C are going to slope toward the rear. And so therefore, They are all going to be single sloped toward Parkville Avenue, and so we're going to have to deal with the rainwater runoff, and so there'll be like a little trough back at the back between the backside of the buildings and the wall itself.

Mr. Caramagno: So, you're saying three- or four-feet gap there. How's that maintained? How do you maintain that? Is there some sort of way around the ends to get debris and growth?

Mr. Gerrits: Absolutely. There will be yes.

Mr. Caramagno: When you talked earlier about 90 to 93% store occupancy, I think you said 92-93%, that's considered successful.

Mr. Gerrits: That absolutely is yes.

Mr. Caramagno: And that does not include whatever ServiceMaster is going to occupy. So, you're saying 90 to 93%, I think in four years, three or four years, you said.

Mr. Gerrits: ServiceMaster space will be...so when ServiceMaster does a project for a homeowner or business owner that's experienced a fire or flood or whatever is requiring the restoration effort, ServiceMaster gets paid by the insurance companies for that storage space. So, for sure the Service Master occupancy will be a part of the 92% of the overall facility.

Mr. Caramagno: Okay, and ServiceMaster is not not committing to I think we've talked about this in the, in the study session ServiceMaster, expects to occupy a couple of floors. No more, no less?

Mr. Gerrits: Well, no. We talked about at the study session was that at any given point in time, ServiceMaster has between 25,000 and 30,000 square feet of people's contents, whether they be residences or businesses, and that's been fairly consistent. So we've been in the service master business since the mid 1990s, and we've been fairly consistent with that kind of a need for

storage space. It's what actually led us into the self-storage business from the beginning, and Mr. Clark has a much better story to tell about that than I do, but in any event, trying to commit...so, ServiceMaster is an event driven business, right? It depends on the weather. If it's raining a lot outside, we're gonna get a lot of calls for sewer backups in the basements. If it's dry as a bone outside and hotter than Hades, we're gonna get a lot of fire calls. But there's also times when the weather is, why we all live here in Michigan, and almost perfect, and we get very little business, right? So, we can, at some point, we can drop down to only 10,000 square feet of people's contents. At some points, we can blow up to 40,000 and 45,000 square feet of people's contents. So, the 25,000 to 30,000 is really just a general rule of thumb, that we guide ourselves by.

Mr. Caramagno: That's an estimate, I understand. What percent of occupied space would you bring over as soon as this thing is developed? Based upon where you're at today?

Mr. Gerrits: So, we've got about 18,000 square feet that's currently occupied this minute.

Mr. Caramagno: So, if the world stays the same, 18,000 feet would come over to this facility is what you're thinking?

Mr. Gerrits: That's correct. This is our slow season, actually. Okay, so we would expect that in the winter, wintertime is generally when we get the busiest with our ServiceMaster crews because pipes freeze, people are away at work all day, their pipes freeze and they don't know it, then then the temperature rises up a little bit. The broken pipe starts spewing out water and it could run for hours before anybody gets home and realizes that that's what's going on. Wintertime is our busiest season with ServiceMaster. In the summer times, oftentimes we will go down to hurricanes and big storm events, right with our crews and pack everybody up. But, you know, in speaking to the question that was asked earlier about the Service Master vans and trucks, we don't really store equipment as such, outside of our facility, right? Our vans are, you know, like a 15-passenger van size, and our box trucks are like 16-foot U haul truck size, and most of the times during the days, those trucks are out on the road at some particular job site. On occasion, they come back and they oftentimes they come back and stay overnight. Then they get picked up by their crew the following morning at nine o'clock and away they go and they come back at five o'clock, and you know, they're not really there. Storage is kind of an awkward term to me for our service

master business, right, For our vehicles because it's really just a fleet of vehicles that are used in the operation of the business.

Mr. Caramagno: Will there be any plans to rent Budget, Ryder?

Mr. Gerrits: So, we have in the past, we've had U-Haul dealerships at a number of our storage facilities, but we at this particular facility, here in Livonia, we would have none.

Mr. Caramagno: Thank you.

Mr. Wilshaw: Thank you Mr. Caramagno. Any other questions for our petitioner? If not, I have a couple. Mr. Cowan, earlier you said and I just want to clarify, that the nature of the business has changed. To the point, something along the lines of a lot of your customers are doing their business electronically or online.

Mr. Cowan: Yes. What does that mean, from a storage perspective? Because I just can't...how do you...

Mr. Cowan: Wat that means is most of the advertising, a lot of the advertising is done online. People plug it on Google, you know, closest storage facilities or storage facilities in the area, and then they'll just kind of scroll through and look at pricing, look at whatever feature they're looking for, if they need climate controlled, or if they need an outdoor more traditional drive up storage, which by the way, one of the features of that is that we get people with classic cars, that rent the garage, they kind of used them as a garage. They can't work on them there or anything like that, but that's like just one example of some of the demand for the traditional drive-up storage. But that's pretty much how that world is working. Do we still have people come and visit and come to the office? Absolutely. But it's becoming more and more computer driven.

Mr. Wilshaw: I see. So, you're referring to the marketing and sales of units. Okay. All right. The other question I had is probably more for the storage end of the business, perhaps architecture, this is a bit of a technical question. But in a previous life of mine, I built out rooms that were in multi-story buildings that had a lot of heavy equipment in them and floor load is a very important thing to concentrate on when you're looking at putting a lot of heavy stuff in a small space because you can collapse the floor and the building, if you're not careful. This building in particular is kind of unique in its construction in the sense that the weight bearing aspects of the building is contained by the outer walls, which is

why in previous petitions that we've seen petitioners have not been able to open up the windows to larger windows for apartments or residential use, or even very desirable for office use these days to have these little, you know, gun slot windows. That being said, if you're going to use this building for eight floors of storage, and I happen to be a person who runs one of these units and has a lot of heavy dumbbells or something that I want to put in my storage unit. Is there a limit to what I can put in? And has that been factored? From a storage aspect?

Mr. Cowan: I believe it has. I'm going to let Mr. Gerritss handle that because we've actually talked about that.

Mr. Wilshaw: Great, thank you.

Mr. Gerrits: Yeah, so typically, self-storage, interior climate control, three story Self Storage properties, which is what we're building these days are designed to the code, which requires 100 pounds per square foot live load. The building over here and on Vassar Avenue, no question, meets that criteria as well. And so, we've never had any kind of an issue or problem. We understand fully the point that you're making, and a part of our, when you sign a lease with us, we exclude or preclude you from storing certain things. We don't want any perishable items. We don't want any munition items; we don't want anything that can blow up. We don't want anything that can smell bad. And we don't want anything that's going to overtax the floor system. So those are conditions that are right in our standard storage company lease. And as to what Mr. Cowan was speaking to just a bit ago, when he talks about the computers, it really is so...back in the day, when we first got into this business, 60% of your customers came from the Yellow Pages 30% of your customers came from driving by the facility or living in the neighborhood and they said I know where I can get a storage unit, and the last 10% came from all the other sources. Today, remarkably, 85% of the units at our facilities are rented on your cell phone without anybody ever having been to the facility at all. And the first time that the customer even sees the storage unit is after they've already rented it and they're going to move their stuff in. So that's what he was talking about with the computers.

Mr. Wilshaw: Okay, yeah, that makes sense. I can understand that. You know, box is a box and there's not much you needed to look at when you see these things, but I am obviously somewhat concerned given the nature the unique nature of this being a very tall multi story building, about weight loads and so I just

wanted to raise that concern, because I certainly don't want to see in the future, you know, some story about any floor collapses or anything like that because that would be very, very bad.

Mr. Cowan: We agree. And that will be tested by the structural engineers at the appropriate time, and then forwarded to the city.

Mr. Wilshaw: Okay, great. Appreciate that. Thank you, Mr. Cowan. Any other questions from any of our commissioners? Mr. Long.

Mr. Long: Thank you. Mr. Gerrits just mentioned the conditions in the contract. How was that enforced? If I rent a storage unit and I've got forbidden contraband that you don't want stored in there, How do you...how are you enforcing that if I'm just kind of wheeling my cart up there? You don't really know what I have? Is that correct?

Mr. Clark: Well in the past... so in the past, like if there's been marijuana and that kind of thing, we could smell it. We specifically...it's going to be in bold about gasoline and ammunition and that type of thing. I mean, we're not going to go into somebody's unit, and that type of thing. Unless the volunteer police or the DEA or somebody like that comes, you know, I've been called out in the middle of the night, the DEA says, Hey, we've been watching somebody, and you've got an hour and a half to get here, or we're just kicking the doors down. And I'm like, well, just hang on, I'll be there as quick as I can get there. You know, and so we do monitor everything, the best that we can, but we're not...we can't get into people's...we're not gonna go into somebody's unit and that type of thing. Right. But it's specifically in the contract that we don't allow it.

Mr. Long: I understand, and I mean, it's not a problem that's unique to you. All storage facilities are going to have that, but I was just curious about how...what your enforcement policies were. Second question that I have. Mr. Cowan, on 11th of May, you said you met with the neighbors, and just was curious, what was the general reaction? I mean, that has been an eyesore for a long time. This is, this is an interesting reuse for it, and it makes a lot of sense in a lot of ways. But I was curious what the reception was.

Mr. Cowan: It was...I don't want to put words in anybody's mouth, but it was very positive from our view. The neighbors complained of the consistent vandalism that's occurred in that area and the need

for them calling the police. They believe that this has improperly and adversely impacted their property values and the ability to sell their homes with both not only the condition, but the uncertainty of what's going to happen to the future. When we explained the full program and the fact that we're not 24/7 or anything of that nature, there was a positive reception. But again, I see some of the audience here for them to speak for themselves.

Mr. Long: Yeah, I'm sure we're going to hear from them, but they were given the opportunity for feedback.

Mr. Cowan: Absolutely. The church was great. We were in one of their larger classrooms, we got to set everything up and we were there for about an hour and a half.

Mr. Long: Perfect. Thank you.

Mr. Wilshaw: Thank you, Mr. Long. Any other questions for a petitioner? If not, I'm gonna go to the audience and give them a chance to speak. Thank you, Mr. Cowan. Is there anyone in the audience wishing to speak for or against this petition? Feel free to come forward? Who would like to hear from you? We have one taker. Good evening, ma'am. I would just have you start with your name and address.

Laura Murray, 19461 Parkville, Livonia, MI. My husband and I have lived in our home almost 24 years now and when we first moved in the building had people in it or businesses in it. There was nobody there at night or on the weekends it was perfect. And then we ran into the dumpster that was in the corner right next to our bedroom window and we had people coming in and dumping. As the years have progressed, it's just gotten worse. We've had the cement wall, collapse onto our property, damage our property and whoever was owning it at the time, never made any attempt to make amends for that other than putting a new wall up. And now the last several years it's just gotten worse. We're constantly calling the police. I'm the mean lady in the neighborhood because I'm constantly yelling at kids find something else to do because they're over there throwing rocks we've seen him breaking into the building. In the winter we have cars come in they're doing donuts with their lights going in into our windows fireworks are getting blown off there. And now we have lovely weeds that grow over the wall the last three years I've had to have my son go over there to cut them down because it looks horrible. My yard is nicely kept it will be when

my neighbor comes and cuts my grass, but I've got these weeds coming over the fence and it looks horrible. And it's just it scares me because with especially with these kids, I see them...we've had police bring kids out of that building. I'm worried about some, you know, young girl getting raped in there or somebody getting killed in there and I'm tired of having to constantly call the police. They probably hate us, because we're always calling because I'm concerned, and it's just been a blight. It's just an eyesore. It's embarrassing. So, this project is a godsend to us. I mean, it's going to improve the neighborhood. It's just going to be wonderful. I, I'm hoping, I really am hoping, and I'm hoping you'll see this, that it will be an improvement for the city because I'm proud to live in Livonia and I'm hoping that this will improve it. So, thank you very much.

Mr. Wilshaw: Excellent. Thank you for your comments. Anyone else in our audience wishing to speak for or against. Good evening, sir.

Jerome Rigarello, Livonia Budget Storage, 29150 Seven Mile Road, Livonia, MI, approximately 300 feet from the proposed storage facility. I heard counsel for the petitioner mentioned that this proposal takes care of an eyesore and I just heard the citizen that spoke and I feel it was about three years ago that I appeared before this commission and sought your approval to remove an eyesore in Livonia and we invested millions of dollars and we developed what is Livonia Budget Storage. Shortly before we did that, there was another facility and petitioner that came in to remove another eyesore in Livonia and that was the old Clover Lanes and they invested millions of dollars to answer a demand for storage. Now, we've heard a lot about demand studies tonight and I've got demand studies. I had one done for my facility. I had one done for the proposed facility. Studies are studies. I can tell you that there are experts that have put in paper in writing that say that there are hundreds of 1000s of square feet in excess for this proposal in the market area. I can tell you that study after study after study will say what you want them to say. All of the studies that I've looked at, all of the studies that I've commissioned, show that there is an over surplus in the area in Livonia, there are 10 facilities within the market, three Mile market radius. Ten facilities, almost a million square feet. There are 22 facilities in the city at over 1.3 million square feet. I'm going to tell you about some facts that are not studies. Facts are, we've been open for 18 months and we are less than 30% occupied. The petitioner mentioned that they consider a property to be stabilized when it's 92% occupied.

We're all a long way from stabilization. years away from stabilization. I can tell you that our competitors at Clover, and they're here tonight if you want to ask them, their 100,000 plus square facility is not more than 40% occupied. If you're going to approve every abandoned building in Livonia for a storage facility, you'll become the mecca of storage in the country. What this building needs is a wrecking ball. Do not reward a property owner for letting their property go blight and ignoring ordinances for years upon years upon years, just so that they can come in and sell it or develop it. That's what's really happening. When I came before this commission, my approval leaving your body was specific to your very comprehensive ordinance right down to the type of grass that was planted behind our facility whether it was sod or hydro seed, irrigation, so on and so forth. We designed our facility based upon that ordinance. We were not allowed to have drive up. We were not allowed to have exterior buildings to put outdoor drive-up storage because we agreed to comply with your ordinance. I'm hearing council say that they're willing to comply with your very comprehensive self-storage facility ordinance, but what I'm seeing here does not comply in many, many ways. I had to come back before the board to ask to store two U haul trucks temporarily. Two trucks, and you were specific enough to tell me where they needed to be parked on my property, yet this proposal is seeking to have dozens of vehicles parked wherever they want, whenever they want. If you're going to approve it, please apply the even handedness of complying with the ordinance that you had your experts enact. Make sure that it has to comply with all of the ordinances not the ones that they choose to comply with. Otherwise, you're going to end up with another blighted project or two or three. Please don't reward blight. Make them adhere to. As far as it being an eyesore, yes, I couldn't agree more. I couldn't agree more. But that's not the only solution to make it. Make no mistake about it. What's being sought here is a storage facility. The rest is window dressing. It is a storage facility that's being sought and we've got too much already. Thank you.

Mr. Wilshaw: Thank you, sir. Anyone else in our audience wishing to speak for or against the petition? Hello, sir.

Anthony Cadilly, Clover Self Storage, 28900 Schoolcraft Road, Livonia, MI. We've been open for two and a half years, and we are 35% full. I don't...I've ran every feasibility study that you could possibly run. And we are moving rates right now. Last month, we moved in 15 positive movements. At the rate that I'm going I'll be probably another about three more years before I get the

upstairs filled. That's where we're at. So, you know, as Jerry had explained, we don't have the space available in Livonia to be able to put another facility, so that's my...this is my opinion. I mean, I don't know how it's gonna fit. There's probably 100,000 square feet of net rentable on 130,000 square foot building. That's a lot of square footage.

Mr. Wilshaw: Well, thank you for your comments and opinion. I appreciate you coming tonight. Anyone else wishing to speak for or against? Another taker your coming forward.

Debbie Silvernail, 29123 St. Martins, Livonia, MI. My property butts right up. I guess on the north side of the park where I look at it every day. Last year, I had a police officer, jump the fence. come knocking on my door. I'm sure you guys are aware of this, because there was a dead body once. Had I seen anything. If I had any camera footage if I had. We did our best to help him out however we could, but I'm just saying. I agree with the woman that just spoke. It's a menace. It's dangerous. It's filthy. It is a drug den. I see kids there all the time. I hear them all the time. I back up right to it. Right to it. And it is the north side. The only thing I ask...I'm happy to know that something's going to be developed there. Very happy. My concern is that they don't...the vehicles that they're talking about parking. Is that what I'm going to be looking at. I don't want to be looking at vehicles. Are they going to up the wall, because my wall is not all that tall. They jump the fence all the time. They jump that wall all the time. When they're trying to run, we see them run into between the houses. So I would like a taller wall. And I definitely don't want to be looking at vehicles if that's where they're going to park. Other than that, I'm happy to see it utilized, because it is very bear. It's not an eyesore, it's treacherous. It is treacherous. We hear it all night long. We see it all night long. And you know, I'm not gonna go jump the wall. My husband's not gonna go jump the wall. The dogs are barking like crazy. Something's going on over there, but like I said, last year, when I got the knock on my door, I said this has got to stop. There is no monitoring. There's no police. There's no cameras. There's no nothing. So, hearing that that's going to be the case, it's going to be locked, it's going to be camera'd. We're going to have all of that...lighted. That's nice, but at the same time. I'm right there. Some of the properties have the trees, the growth, I do not. You drive back there, the one that's all clean and neat. That's me. I'm like, no, they gotta please be careful where they're parking that stuff and higher the wall or something to protect my family. And I appreciate that.

Mr. Wilshaw: Great. Well try to take that question to them. Thank you. Anyone else wishing to speak for against? Anyone else coming forward to speak to these items? Mr. Cowan, is there anything that you would like to address based on the comments that we've heard so far?

Mr. Wilshaw: Of course, Mr. Clark.

Mr. Clark: So, as far as the trucks are concerned, they are ServiceMaster business. We might have 10-12 vehicles, you know, five, six vans, four or five box trucks, maybe two or three trailers, we don't have 50 vehicles that are going to be parked all over the place. I think we have a designated area up on here. We've talked about that with the city. I think they have a designated area where we're going to be doing our work, and we're going to park our trucks over there. On the I don't know, what is that? Is it north or south? Yeah. Okay. Okay, so we have a designated area, we've talked about that with the city. And it's not like we're going to have, you know, 50 trucks in there, that's just not the case. And so when the people come in, you know, they're gonna come in, they're gonna park their car, just like anybody would, wherever they come, they're going to get into the trucks, they're going to go out into the field, do their work, come on back five, six o'clock, or whatever it happens to be just like, normal business or whatever. They're going to park them. And they're going to put up be put away. I mean, we spent, I don't know how many iterations on the landscaping to, to take into consideration the neighbors. We made...and what the city needed for this general plan. You know, we didn't come in thinking we were going to do five houses. Right. But that was one of the criteria. It had to have a residential component, and so we agreed and we made those changes. So, I mean, if there's things that need to be tweaked, or something like that, to make the homeowners happy, that's why we had that meeting at the church. We wanted to hear from them. We showed every picture that we had had great feedback, and we want to be good neighbor.

Mr. Wilshaw: Alright, Mr. Clark, I do have a question in regard...so, what you're identifying is that your trucks are going to be parked in these designated parking spaces that are marked along the north side of the building, these are not just going to be randomly...

- Mr. Clark: I don't want them all randomly all over the place, right? You know, because we're trying to conduct basically, maybe four businesses in that area, right. So we're just not going to have them parked all over the place. Right. So the idea...I liked the idea that were coming in, my people are going to keep that in just like everybody else, they're going to drive around to that side of the building. They're going to load and unload their contents, depending upon what type of contents they were, if our water damage or something like that, and there's no smell to it, then we'll bring it right inside we'll start processing it. If there is a little bit of a smell or something like that, you know, because it had all the fire. We don't want that getting into the building. So then we were caught we will go ahead put those in the outside units for a minute and then go ahead and bring them on in, but when I'm talking about like a smell, I mean it would be like in a kind...you couldn't smell it if you're standing out in front of the door of the roll up door but like if you're in a closed environment that's 70 or 80 degrees. You know, that kind of thing. We don't want that inside the building.
- Mr. Wilshaw: And will there be a roll up door on the north side of the building? For your trucks to enter the building to do any work or unloading?
- Mr. Cowan: No, there's no, there's no roll up doors for them, the trucks to come in.
- Mr. Wilshaw: Okay, so there's no like service entrance,
- Mr. Cowan: Right just a service entrance, and that wall, obviously will be an opaque wall. So it's not going to be a fence or anything like that, that'll be facing the neighbors to the north in their air area. So if it's a six foot wall, I think is what your ordinance requires, if we, with permission, if we need to, you know, add some kind of feature at the top so that the neighbors don't see even the tops of the trucks. But these are basically, you know, service type vans probably won't be visible from from the backyards, but if they are, we'll work with the neighbors on that.
- Mr. Clark: And I would anticipate, you know, if it's a full house or a business or something like that, then we're going to load and unload just like everybody else would in that back area that has the covered canopy, you know, so we're going to use it like that.
- Mr. Wilshaw: Alright, make sense? All right, good. Any other questions or anything from our commissioners for out petitioners?

Mr. Cowan: Mr. Chairman, I just wanted to clarify one thing, please. We are not the owner of the building. We will be purchasing the building, we have it under contract. Our clients would never allow a building to fall into that kind of disrepair. In fact, I think you see from what we've proposed, we're going to bring the whole area back, the entire four acres and the building. So thank you very much.

Mr. Wilshaw: Thank you, Mr. Cowan. Any other questions, comments from any of our commissioners? If not, I will close the public hearing. And a motion is an order.

On a motion by Dinaro, seconded by Ventura, and unanimously adopted, it was

#07-44-2023 **RESOLVED**, That the City Planning Commission does hereby recommend to the City Council that Petition 2023-06-02-06 submitted by Gerald Todd Clark on behalf of ServiceMaster requesting special waiver use approval to develop a Planned General Development under Section 5.02 of the City of Livonia Zoning Ordinance, as amended, involving the conversion of an existing eight-story office building into climate-controlled self-storage and first-floor retail including residential and commercial restoration services, construction of drive-up self-storage units, and five (5) single-family residential lots, on the property at 29200 Vassar Avenue, located on the north side of Vassar Avenue between Parkville Avenue and Middlebelt Road in the Southwest ¼ of Section 1, be approved subject to the following conditions:

1. The Architectural Site Plan, identified as sheet AS1.1, and the Landscape Plan, identified as Sheet L1.1, both dated May 31, 2023, as revised, prepared by Designhaus Architecture, are hereby approved and shall be adhered to, except that:
 - a) The metal fence shall be extended along the south property line to the southwest corner of Building 'C.'
 - b) Additional evergreen plantings shall be provided between the parking lot and the residential properties on the site's north side and along the vacated portion of Vassar Avenue.

- c) The final design of the landscape feature at the west end of the site shall be reviewed and approved by the Planning Department.
 - d) Any additional trash containers or compactors provided on the site shall be fully enclosed and screened with the masonry wall.
- 2. All parking spaces shall be appropriately sized and marked, including any barrier-free space(s) as may be required by the State of Michigan.
- 3. All disturbed lawn areas, including road rights-of-way, shall be sodded instead of hydroseeding.
- 4. Underground sprinklers shall be provided for all landscaped and sodded areas. All planted materials shall be installed to the satisfaction of the Inspection Department and, after that, permanently maintained in a healthy condition.
- 5. The Elevation Plans, identified as sheets A2.1 and A2.2, dated May 31, 2023, as revised, and prepared by Designhaus Architecture, are hereby approved and shall be adhered to, except that City Council shall approve the final exterior colors of the building.
- 6. The Elevation Plans for Buildings 'B' and 'C,' identified as sheets A1.5 and A1.6, dated May 25, 2023, and prepared by Designhaus Architecture, are hereby approved and shall be adhered to, except that any sides visible to the public shall consist of either brick, stone, prefinished metal panels, or composite siding.
- 7. The number of self-storage units on the first floor of the building shall be limited to twenty-two (22).
- 8. The overnight outdoor parking and storage of service vehicles shall be restricted to the parking spaces adjacent to the building within the fenced area on the north side of the building.
- 9. There shall be no outdoor storage of vehicle parts, equipment, scrap material, waste petroleum products, junked, unlicensed or inoperable vehicles, or other similar items in connection with this operation.

10. The outdoor storage of recreational vehicles, including motorhomes, travel trailers, and boats, is prohibited.
11. All exterior light fixtures shall not exceed twenty feet (20') in height and shall be aimed and shielded to minimize stray light trespassing across property lines and glaring into adjacent roadways.
12. The three walls of the trash dumpster area shall be constructed from materials that complement the building. The enclosure gates shall be solid steel or durable, long-lasting panel fiberglass.
13. Where this property abuts residential along the north side, a six foot (6') high masonry wall shall be required. The Inspection Department shall review the structural integrity of the existing wall to determine what, if any, improvements are needed. Along with the wall, additional evergreen landscaping shall be installed to help screen the property from the residential district.
14. The issues outlined in the correspondence dated June 22, 2023, from the Fire Marshal shall be resolved to the satisfaction of the Department of Public Safety, Livonia Fire and Rescue.
15. Only conforming signage is approved with this petition and all wall signage shall not be installed higher than the first floor of the building. Any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
16. No LED light band or exposed neon shall be permitted on this site, including, but not limited to, the building or around the windows.
17. 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.
18. Final approval of the residential condominiums shall require the review and approval of the master deed and bylaws by the Planning Commission and City Council.

19. Under Section 13.13 of the Livonia Zoning Ordinance, as amended, this approval is valid for one year only from the date of approval by the City Council. 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 Zoning Ordinance, as amended.

Mr. Wilshaw: Is there any discussion?

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



July 6, 2023

Planning Commission
City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

RE: ServiceMaster/My Space Self Storage Mixed Use Project
29200 Vassar Road

Dear Commissioners:

On behalf of ServiceMaster and My Space Self Storage we wanted to thank you for the opportunity to discuss the 29200 Vassar Road project at your study session on June 27th. We want to supplement that discussion with some additional information.

MARKET STUDY

As promised, we did deliver to Mark Taormina the Pre-Development Self-Storage Site & Market Feasibility Study conducted by Self-Storage 101 ("Market Study"). Along with forwarding the complete market study we also prepared the attached Executive Summary (see **EXHIBIT A**), which highlights several important points.

The Market Study is a very comprehensive 184-page report. The conclusion stated as follows:

"...the project is financially viable for self-storage space contemplated by the developer and in particular climate-control space. Various factors clearly indicate there is sufficient unmet demand for new self-storage space, particularly climate-control space contemplated by the subject development, despite the existing supply of self-storage space in the market."

Self-Storage 101 also rated both the market (3-mile radius area) and the development site as "B+". The Market Report stated:

"We consider this a "B+" market due to the mostly moderately high to high occupancy levels, the calculation of potential unmet demand for additional self-storage space in the market, the moderate to moderately high rental rates for self-storage space, the moderate to moderately high per capital and household income levels, the moderate population density and moderate projected population growth."

ServiceMaster/My Space is greatly encouraged by this positive Market Study. In particular, Self-Storage 101 which is a national recognized independent firm recommended that "the developer of the subject site pursue the completion of this project as envisioned". We believe

ATTORNEYS & COUNSELORS AT LAW

this Market Report satisfies any concerns about the self-storage market being over-saturated or over-supplied.

PUBLIC STORAGE PROJECTIONS

In addition, My Space Self-Storage received additional “good news” from Public Storage which is the USA’s single largest self-storage REIT. They currently own or manage over 2,200 self-storage facilities across the United States. As a matter of normal due diligence, My Space typically requests Public Storage to provide projections for occupancy lease-up rates for any new self-storage facility it is contemplating. My Space forwarded the plans and proposed unit mix to Public Storage and requested they provide 5 year projections for the proposed facility at 29200 Vassar Road. The Public Storage projection chart is attached (**see EXHIBIT B**).

Public Storage projects that the 29200 Vassar Road self-storage facility will reach nearly 60% occupancy by the end of the first year of operation. Part of this accelerated pace is because of the ServiceMaster operations that will account for an initial amount of self-storage unit rentals early in the process of opening and leasing up. It is anticipated that construction effort will likely take 8 months to complete therefore the 60% occupancy would be reached roughly 19 months from the start of the project. ServiceMaster/My Space believes that the attached projections from Public Storage, whose projections are routinely relied upon by lenders, provide further evidence that this project is financially viable and feasible.

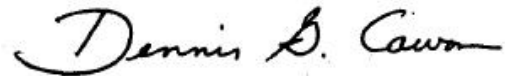
COMPLIANCE WITH SPECIAL WAIVER USE STANDARDS

Further, ServiceMaster/My Space either complies or exceeds the four applicable standards for Special Waiver Use as stated in Section 5.02(4) of the Zoning Ordinance. We have attached to this letter evidence of such compliance (**see EXHIBIT C**). To summarize:

- (A) the proposed ServiceMaster operations, retail, self-storage service business and residential uses are in harmony and will not be detrimental to the continuing development of the properties in surrounding districts;
- (B) the proposed uses will not create traffic which is very hazardous or inconvenient to the surrounding commercial and residential neighborhoods nor conflict with normal traffic. There will be no noise, vibration, odor, light glare or external effects which are detrimental to neighboring properties;
- (C) the nature and height of the perimeter walls and landscaping will not hinder or discourage proper development of adjacent land and buildings, but proposed site improvements will encourage further development;
- (D) the project has enhanced the “open space” requirements with the eastern “green space” area that and the western side of the building by adding 5 new residential homes on Parkville, each of which eliminate significant parking areas.

ServiceMaster/My Space looks forward to the opportunity to present its project in detail at the upcoming July 11th Planning Commission meeting. We firmly believe that this project is a “win-win-win” for all involved—the adjacent residents, the city and the new businesses at the project location. The 29200 Vassar Road property has been long overdue for a transformation. The residents who attended our May 11th neighborhood meeting complained about this vacant eyesore, continuing building vandalism and poor appearance which they believe adversely affects their property values. The proposed project will permanently end these negative factors to be replaced with a positive mixed-use facility.

Sincerely,

A handwritten signature in black ink that reads "Dennis G. Cowan". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Dennis G. Cowan

Direct Dial: (248) 901-4029

Email: dcowan@plunkettcooney.com

cc: G. Todd Clark
Gary Gerrits
Mark Taormina

Open.26462.14972.31392114-1

Exhibit

A

**EXECUTIVE SUMMARY OF
SELF STORAGE 101 SITE AND MARKET FEASIBILITY STUDY
FOR 29200 VASSAR STREET, LIVONIA, MICHIGAN**

Self Storage 101, a nationally recognized and independent professional firm with expertise and significant experience in self-storage properties nationwide as well as southeastern Michigan, has been engaged to prepare a site and market feasibility study for 29200 Vassar Street in Livonia, Michigan based upon the project proposed by ServiceMaster / My Space Self Storage (the "Project").

1. Market Analysis (Page 5)

Self Storage 101 conducted a comprehensive study of the Project market area to determine underlying fundamentals that impact the occupancy rates and rental rates including the following:

- Study focuses on a trade area radius of three miles with a minimum population of 50,000;
- Survey of competing facilities within the trade area, including number of units and occupancy rate;
- Demand for self-storage based upon demographic variables, including population, percentage of renters, average household size and average household income; and
- Generally speaking, oversupplied markets have occupancy rates of less than 80% and undersupplied markets have rates greater than 90%.

2. Report Conclusion (Page 10)

Based upon the hard data collected by Self Storage 101, they have concluded that "the project is financially viable for self-storage space contemplated by the developer and in particular climate-controlled space. Various factors clearly indicate there is sufficient unmet demand for new self-storage space, particularly climate-controlled space contemplated by the subject development, despite the existing supply of self-storage space in the market."

3. Supporting Data (Page 10)

The conclusion of Self Storage 101 is based on the following:

- Square foot demand calculations and occupancy levels indicate the subject market up to the 3-mile demographic profile is underdeveloped

for storage space and there is sufficient unmet self-storage demand for the contemplated development.

- The subject site's financial viability is positively impacted by moderately high rental rates for climate controlled self-storage space in place at market competitors.

4. **Market and Site Grade Ratings** (Page 11)

Self Storage 101 has a grade rating system for each market and site it reviews. Self Storage 101 has rated both the market and development site as "B+":

"We consider this a "B+" market due to the mostly moderately high to high occupancy levels, the calculation of potential unmet demand for additional self-storage space in the market, the moderate to moderately high rental rates for self-storage space, the moderate to moderately high per capital and household income levels, the moderate population density and modest projected population growth."

With respect to the site rating of B+, Self Storage 101 has indicated visibility and access is "Excellent" and traffic counts, surrounding neighborhood and location are "Good."

5. **Competitor Analysis** (Pages 35-54)

This section of the study includes a comprehensive analysis of and information regarding the competitors within the market area.

6. **Self Storage 101 Recommendation** (Page 12)

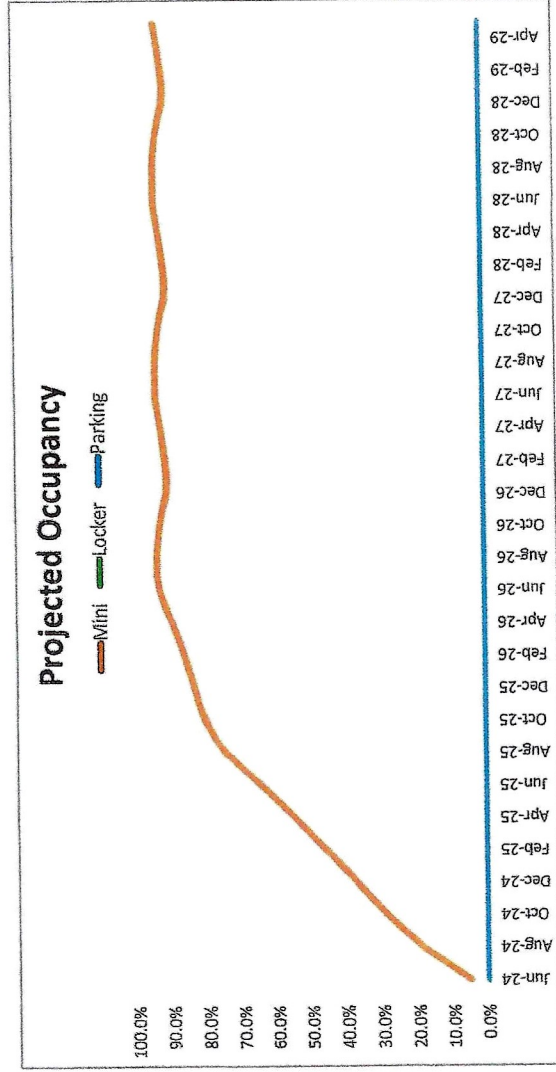
Self Storage 101's final recommendation is as follows:

"We highly and confidently recommend the developer of the subject site pursue the completion of this project as envisioned. We have no doubt that it will perform based on the thousands of other feasibility studies we have conducted over the years."

Prepared by:
Plunkett Cooney
June 30, 2023

Open.26462.14972.31322320-1

Exhibit B



My Space Self Storage Vassar Avenue, Livonia MI

Exhibit C

29200 VASSAR ROAD
COMPLIANCE WITH SPECIAL WAIVER USE STANDARDS
FOR PLANNED DEVELOPMENTS-SECTION 5.02(4) OF LIVONIA
ZONING CODE

(A)The proposed use or uses shall be of such location, size and character as to be in harmony with the appropriate and orderly development of the zoning district in which situated and shall not be detrimental to the orderly development of adjacent zoning districts.

The prior use of the property as an office building with a “sea of blacktop” for parking was not in harmony with the surrounding areas. The proposed project will correct that problem as follows:

- The development of five new family homes on the western edge of the property which will be harmonious with the existing residential neighborhood on Parkville as well as create additional buffer for the residents;
- The creation of green space on the eastern edge of the property will decrease the blacktop and provide a “park-like” space for nearby residents, customers and employees to gather and use;
- The ServiceMaster/My Space self-storage businesses will have very low impact on the surrounding uses;
- Vassar Street will remain closed so there will be no point of entry to Parkville and the residential neighborhood.

(B)The location and size of the proposed use or uses, that nature and intensity of the principal use and all accessory uses, the site layout and its relation to the streets giving access to it, shall be such that the traffic to and from the use or uses, the assembly of persons in connection therewith, will not be hazardous or inconvenient to the neighborhood nor conflict with the normal traffic of the neighborhood. In applying this standard the Commission shall consider, among other things: convenient routes for pedestrian traffic, particularly of children; the relationship of the proposed project to the main traffic throughfare to street and road intersections; and the general character intensity of the existing potential development in the neighborhood. In addition where appropriate the Commission shall determine that noise vibration, odor, light, glare, heat, electromagnetic or act of radiation or other external effects, from any source whatsoever which relates to the proposed use will not have a detrimental effect upon neighboring property or the neighboring area in general.

The principal use of self-storage at the project is very low impact. Upon maturity of the self-storage facilities, the My Space’s experience is there are generally only 10-15 visitors per a day. The ServiceMaster business will have approximately 20 to 30 employees on a regular basis and there maybe several more if there is a major

emergency that needs to be responded to by the company. The retail space will be two units with a total of 5255 square feet, which will not create an significant vehicular traffic.

As previously mentioned Vassar Street will remained closed so there will be no vehicular connection to or any hazards or inconvenience to the neighborhood.

The only noise that will be associated with the project uses would be vehicles, and use of the outdoor “drive-up” facilities, which will not be noise intense. Any noises will be mitigated by the new homes on Parkville and the surrounding perimeter walls. There will be no vibrations, odors, light, glare, heat, electromagnetic, or radioactive radiation or other external effects caused by ServiceMaster/My Space business operations which will be detrimental to neighboring properties.

(C) The location and height of the buildings, the location and nature and height of walls and fences, and the nature and extent of landscaping of the site shall be such that they will not hinder or discourage the proper development and use of adjacent land and buildings nor impair the value thereof.

The building is 8 stories high. ServiceMaster/My Space has indicated that they will shield the windows so that no customer or employee will be able to look down into any of the residential neighbor’s property and backyards. The perimeter walls will create a buffer and no ServiceMaster business or self-storage activities will be visible by residential neighbors.

The upgrade to the exterior of the building, the removal of the “sea of parking”, green space and landscaping will encourage, not discourage, proper development and use of the adjacent land and buildings. Property values will no longer be impaired by the current condition of the Vassar Street property.

(D) The standards of density and required open space in the proposed project are at least equal to those required by this ordinance and the zoning district in which the proposed project is to be located.

Climate controlled self-storage units in building will occupy a portion of the first and the remaining seven floors. The outdoor storage units which were originally planned to be 295 units have been reduced to 84 units. Open space on the eastern side of the project replaces current blacktop parking space. Landscaping will be enhanced on Vassar Street and the entrance to the project.



June 22, 2023

Planning Commission
City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

Re: ServiceMaster / My Space Self Storage Mixed Use Project
29200 Vassar Road

Dear Planning Commissioners:

We are very pleased to present for your consideration a proposal for special waiver use for a Planned General Development, which will totally transform the long-vacant property at 29200 Vassar Road ("Vassar Property"). The site plan and proposal are the product of two sessions with the City's "Rapid Response Team," input from the City's Planning and other Departments, and a neighborhood meeting. The project has evolved to a "win-win-win" for all involved -- the adjacent residents, the City and our businesses.

Our companies, ServiceMaster and My Space Self Storage, are family-owned and Michigan-based. We will be moving our ServiceMaster headquarters from Farmington Hills to the Vassar Property. Previously, up until 2020, ServiceMaster was located at 11831 Brookfield Street in Livonia. Our goal was to return to the City and rehabilitate an existing property as we have done in several other communities. We specialize in taking underperforming and vacant eyesores in a community and turning them into productive and attractive business locations.

As the elevations show, there will be a significant transformation to the appearance of the Vassar Property. A new exterior skin will upgrade the "look" of the building. The first floor will include retail space and a ServiceMaster facility, which is a well-known brand in residential and commercial restoration services. Our site plan includes more than adequate parking, a covered entryway for customers/visitors, and other key features, including:

1. Significant greenspace and a gazebo creating a parklike atmosphere on the eastern edge of the property.
2. Five residential lots/homes along Parkville, the western border of the Vassar Property. The lot sizes meet Ordinance standards and will create an additional buffer from the project.
3. All operations of the ServiceMaster business will occur on the first floor within the building. Parking for ServiceMaster vehicles and equipment will be on the north side and adjacent to the building. These trucks and equipment will be shielded by a perimeter wall to be installed.

4. The self-storage component includes both climate-controlled interior storage and traditional outdoor units, which have been significantly reduced from our original proposal of 295 to only 84. The ServiceMaster business will consistently use about two floors of self-storage for customers' furnishings and belongings as they await property restoration to be completed.
5. The retail component will be targeted to businesses which are supplemental to self-storage such as an express delivery service or packaging.
6. There will be no outdoor storage of any kind, such as vehicles or boats. Nor will there be any truck or trailer storage or rental facilities.

As we do with every project, we held a residential neighborhood meeting on May 11th at the nearby Clarenceville United Methodist Church at 20300 Middlebelt. The residents who attended reviewed the plans and uses and were very supportive. Collectively, they believe their neighborhood and property values have suffered from this vacant eyesore, continuing building vandalism and poor appearance.

We believe all of these changes will provide dramatic improvement to the Vassar Property and reduce the current negative impact on surrounding area. From a traffic perspective, once the self-storage facilities are leased, there are generally only 10 to 15 daily visitors.

At our request and expense, an independent market feasibility study has been undertaken by Self Storage 101 shows this site is an excellent one for self-storage and both the proposed development and site are ranked at "B+." It indicates that within a three-mile market area, self-storage is not oversaturated and is, in fact, undersupplied. This "positive ranking" meets the tests required by lenders and property managers. While we do not have the finalized study yet, we are expecting to bring either the completed study or an executive summary to the meeting on June 27th.

We believe the proposed transformation of the Vassar Property will complement future efforts at the nearby former Livonia Mall. A reinvented Vassar Property will encourage redevelopment of the Livonia Mall site with an infusion of new activity and vitality and a longtime eyesore for the community will be removed.

The ServiceMaster/My Space Self Storage proposal for the Vassar Property will meet the goals of Livonia Vision 21 by:

- A. Providing a mixed-use concept, including the residential homes, the self-storage facilities and the ServiceMaster business, along with other retail components.
- B. Incorporating significant public green space with a gazebo on the west side of the Vassar Property greatly enhancing street level aesthetics.
- C. Creating a development that is compatible with current and planned residential development. Owners or tenants of these properties will be within easy distance of self-storage facilities.

Planning Commission
City of Livonia
June 22, 2023
Page 3

We look forward to meeting with you on June 27th to discuss our plans in more detail and answer any questions. Please feel free to contact me if you have any specific issues you would like addressed on June 27th.

Sincerely,

SERVICEMASTER and
MY SPACE SELF STORAGE

A handwritten signature in blue ink, appearing to read "G. Todd Clark", is written over a horizontal line.

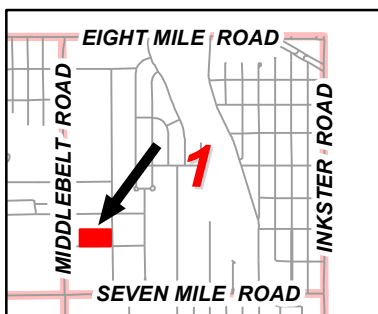
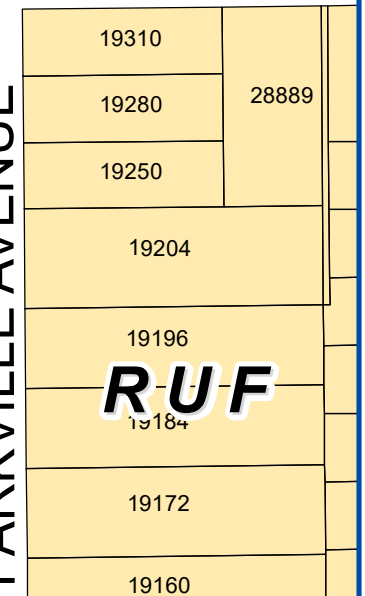
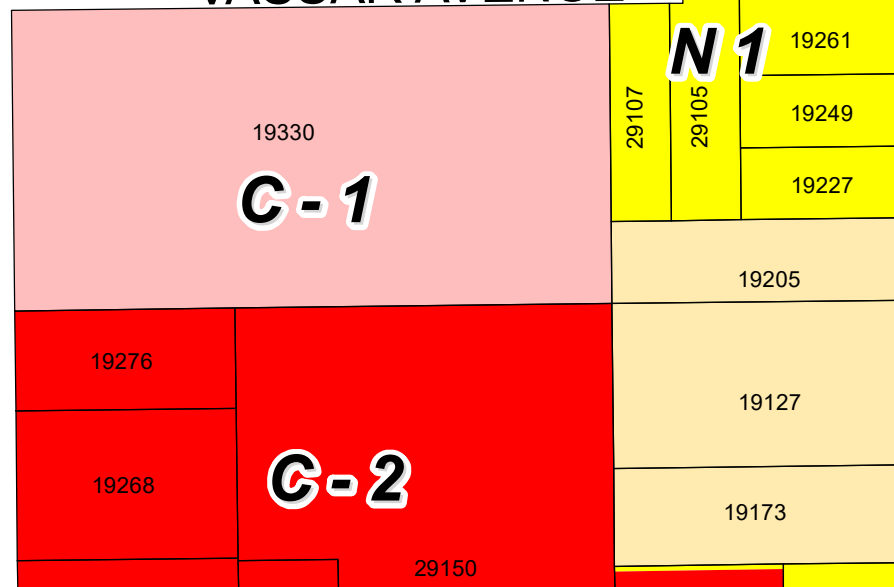
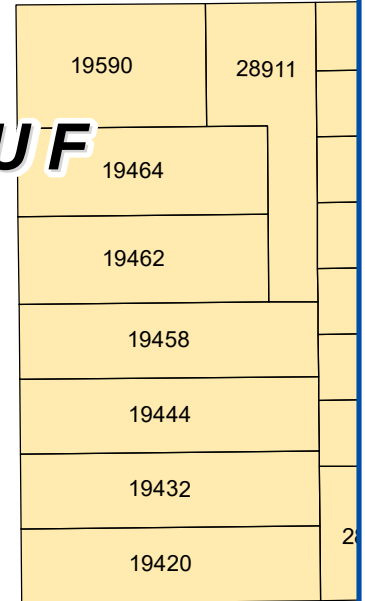
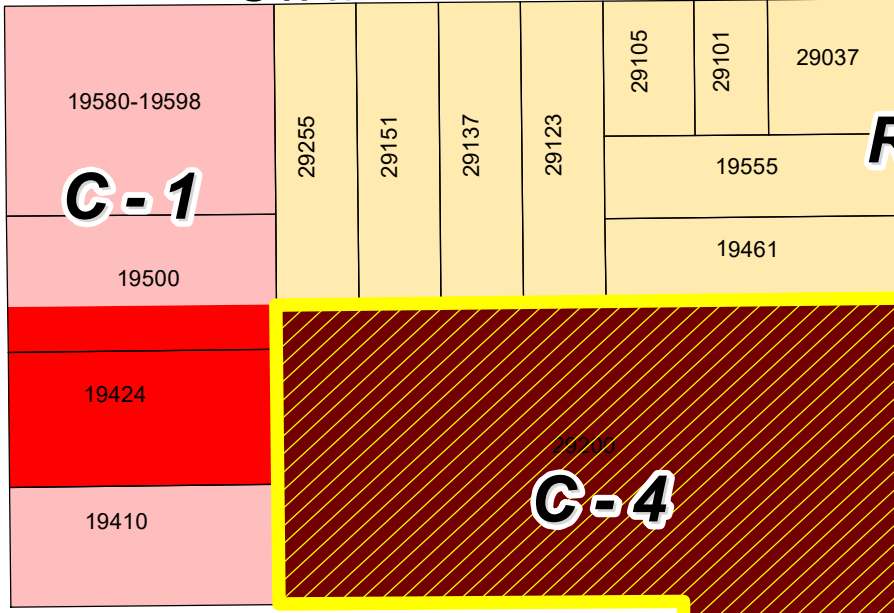
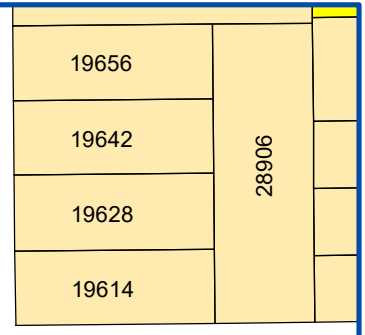
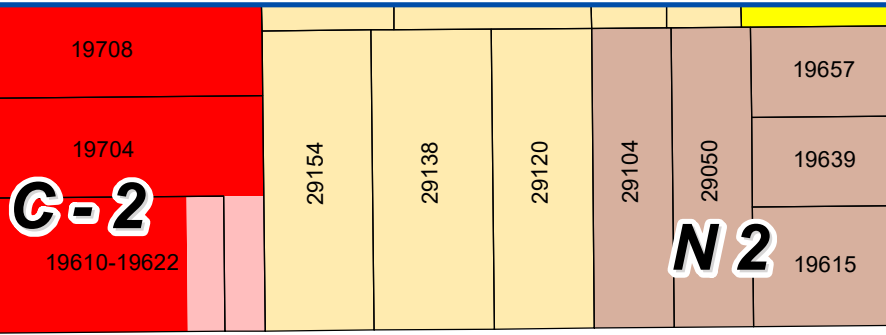
G. Todd Clark
Principal

MIDDLE BELT ROAD

ST. MARTINS AVENUE

VASSAR AVENUE

PARKVILLE AVENUE



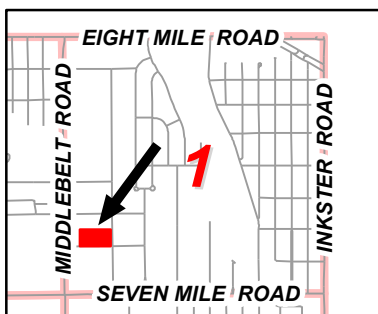
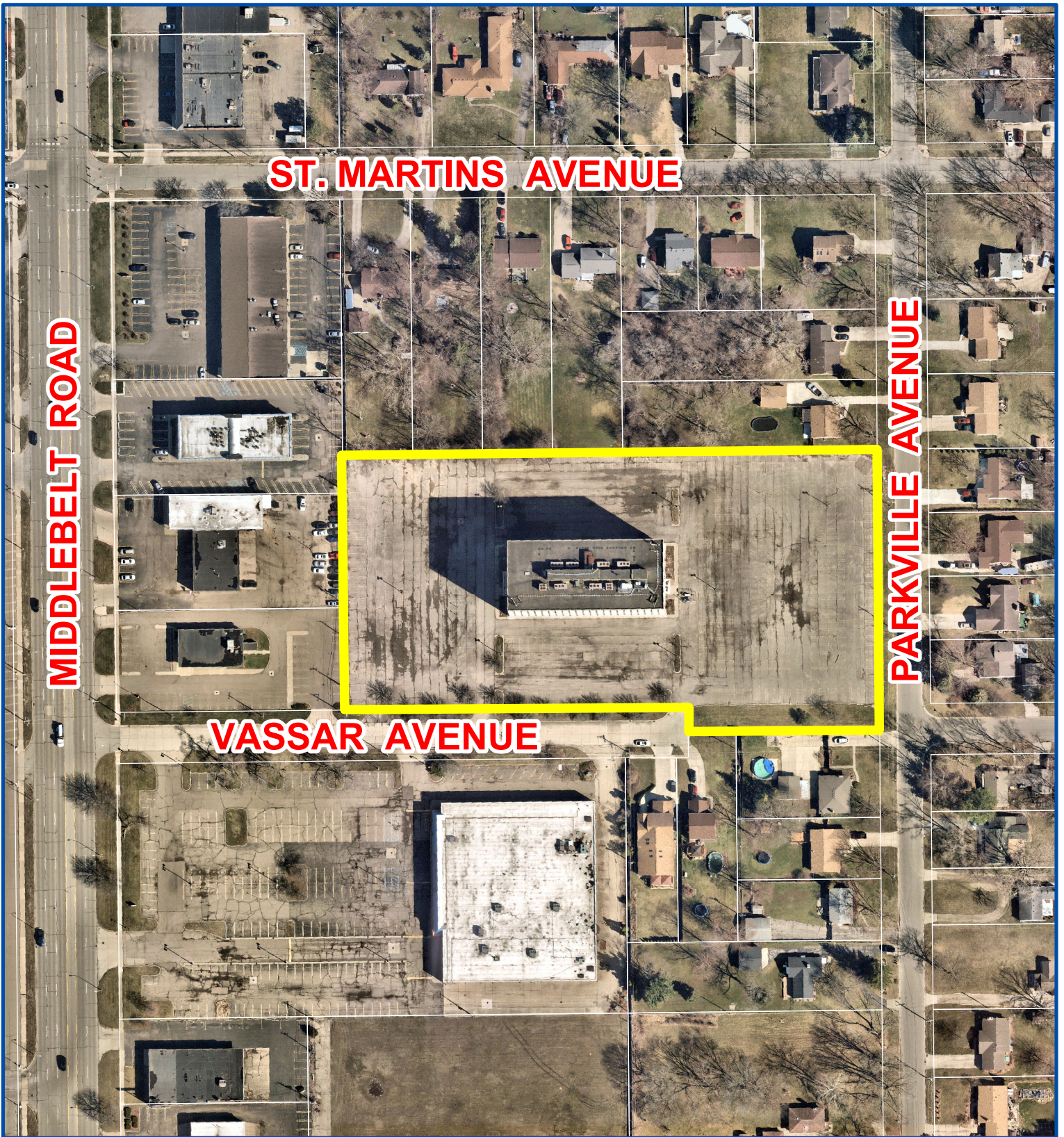
Address & Zoning Map

Petition 2023-06-02-06
Myspace Livonia
29200 Vassar Avenue



Not to Scale

City of Livonia
Planning Department



Aerial Map

Petition 2023-06-02-06
Myspace Livonia
29200 Vassar Avenue



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 3

Petition 2023-06-02-06 submitted by Gerald Todd Clark on behalf of ServiceMaster requesting special waiver use approval to develop a Planned General Development under Section 5.02 of the City of Livonia Zoning Ordinance, as amended, involving the conversion of an existing eight-story office building into climate-controlled self-storage and first-floor retail including residential and commercial restoration services, construction of drive-up self-storage units, and five (5) single-family residential lots, on the property at 29200 Vassar Avenue, located on the north side of Vassar Avenue between Parkville Avenue and Middlebelt Road in the Southwest ¼ of Section 1.

June 27, 2023: Study Meeting:

This petition requests special waiver use approval for a Planned General Development involving various uses, including renovating and repurposing an existing office building into a climate-controlled self-storage facility, retail, drive-up storage, and single-family residential. The property was initially developed in the early 1970s as an eight-story office building called Livonia Pavilion East. The property measures 630' x 300' feet for a total land area of 195,016 square feet, or 4.48 acres. Access is available from the south off Middlebelt Road via a public side street called Vassar Avenue. Vassar Avenue is located across from the former Sears department store and dead ends approximately 670 feet east of Middlebelt Road. In 1971, the east 225 feet of Vassar Avenue was vacated (CR #609-71) to avoid having nonresidential traffic enter the adjacent residential area. The rear of the property also has frontage along Parkville Avenue. The property is zoned C-4 (High Rise Commercial) and is shown on the Livonia Vision 21 Future Land Use Map as part of the Former Livonia Mall Mixed Development Center.

The former Pavilion East office center, which is vacant and blighted, contains approximately 122,057 square feet of floor area. In 2016, approval was granted (CR #186-16) to develop a Planned General Development consisting of commercial services on the first floor and 112 senior apartment units on floors 2 thru 8; however, the project was never developed.

Bordering the site along Parkville Avenue to the east and on St. Martins Avenue to the north are single-family homes zoned RUF (Rural Urban Farm). To the south, on the opposite side of Vassar Avenue, are single-family homes, zoned N1 (Neighborhood Single Family), and Perani's Hockey World, zoned C-1 (Local Business). To the west, fronting along Middlebelt Road, are commercial businesses zoned C-1 and C-2 (General Business).

PLANNED GENERAL DEVELOPMENT STANDARDS

Section 5.02 of the Livonia Zoning Ordinance provides special standards for Planned General Developments (PGD), which are treated as a waiver use in commercial districts. Planned Developments are afforded considerable design

PUBLIC HEARING

ITEM 3 Petition 2023-06-02-06 – 29200 Vassar Avenue

Page 2

flexibility, including modifications in lot sizes and yard requirements. In addition, uses not permitted in the zoning district are allowed when it is determined that such changes will result in more efficient land use and will not be injurious to the surrounding land and the public.

Planned Developments under Section 5.02 are intended to help overcome natural and other unique obstacles or constraints that pose challenges to land development under conventional design standards. The final determination is based on the following criteria as outlined in Section 5.02(4):

- a) The proposed use or uses shall be of such location, size, and character as to be in harmony with the appropriate and orderly development of the zoning district in which situated and shall not be detrimental to the orderly development of adjacent zoning districts.
- b) The location and size of the proposed use or uses, the nature and intensity of the principal use and all accessory uses, the site layout, and its relation to streets giving access to it shall be such that traffic to and from the use or uses, and the assembly of persons in connection therewith, will not be hazardous or inconvenient to the neighborhood nor conflict with the normal traffic of the neighborhood. In applying this standard, the Commission shall consider, among other things: convenient routes for pedestrian traffic, particularly of children; the relationship of the proposed project to main traffic thoroughfares and to street and road intersections; and the general character and intensity of the existing and potential development of the neighborhood. In addition, where appropriate, the Commission shall determine that noise, vibration, odor, light, glare, heat, electromagnetic or radioactive radiation, or other external effects from any source whatsoever which relates to the proposed use will not have a detrimental effect upon neighboring property or the neighboring area in general.
- c) The location and height of buildings, the location and nature and height of walls and fences, and the nature and extent of the landscaping of the site shall be such that they will not hinder or discourage the proper development and use of adjacent land and buildings nor impair the value thereof.
- d) The standards of density and required open space in the proposed project are at least equal to those required by this Ordinance in the zoning district where the proposed project is to be located.

BUILDING 'A'

The former office building appears on the plans as Building 'A.' As proposed, the first floor of Building 'A' would have a mix of commercial uses, including office, retail, and indoor storage. The plans show a leasing office for the storage units and examples of potential retail tenants, such as a UPS store and a Fed Ex office. In addition, the first floor would support the operations of a commercial and residential

restoration company called ServiceMaster. ServiceMaster would occupy most of the north half of the main level, where the plans show a large open space devoted to the Company's shop and operations and another area for office space. Also located on the first floor are twenty-two (22) climate-controlled indoor self-storage units of assorted sizes. Floors 2 through 8 of the building would be devoted entirely to climate-controlled self-storage. Counting the storage units on the first floor, Building 'A' would contain 738 climate-controlled self-storage units. The sizes of the units would vary, with the smallest measuring 5' x 5' and the largest measuring 10' x 36.8'. The plan also shows eight (8) drive-up self-storage units at the southeast corner of the building. These units would each measure 10 ft. x 12.5 ft. and only be accessible from outside the building.

BUILDINGS 'B' AND 'C'

To the east of Building 'A,' the plan shows two (2) outdoor (non-climate-controlled) self-storage buildings. Building 'B' would have two (2) rows of units arranged back-to-back, and Building 'C' would have a single row of units. Separating the two (2) is a 24-foot-wide drive aisle. Building 'B' would contain forty-six (46) storage units, (twenty-three (23) units per row), each measuring 10' x 15' in size, and Building 'C' would have twenty-nine (29) units, each measuring 10' x 20'. All the outdoor self-storage buildings, including the ones next to the building, would be constructed of corrugated metal panels. Customer access would be provided via overhead metal doors. The building height would total just over eleven (11) feet.

SINGLE-FAMILY RESIDENTIAL

Along Parkville Avenue, the plan shows five (5) single-family lots. Four (4) of the lots would measure approximately 60' x 120' (7,200 square feet), and the fifth and largest lot would measure 90' x 120' (10,800 square feet). All five (5) would exceed the N1 minimum lot size requirements, which are 50' x 120' (6,000 square feet). Separating the proposed lots from the commercial phase of the project is a six-foot (6') high block wall. The Land Division Act limits the number of parcel divisions to four (4) within ten (10) years. As a result, creating five (5) single-family lots will require the approval of a site condominium, including copies of the master deed and bylaws. According to the Petitioner, documents completing the site condominium process will be submitted to the City for official review should approval of the Planned General Development move forward.

SECURITY

Consistent with most self-storage facilities, access to the site would be restricted for security purposes. This includes the east half of the property and portions of the north and south, where the plans show fencing, walls, and electronic gates to limit access to only customers and employees. The hours of operation for the storage units would be 9:00 am to 9:00 pm.

BUILDING 'A' EXTERIOR

The exterior of Building 'A' would contain insulated metal panels, aluminum "wood look" panels, CMU, brick, smooth metal coping, and stone. The aluminum panels

(wood look) would be installed over the entrances on the south and west elevations and at the front corners of the building. Different colored insulated metal panels would cover the main body of the building, including a “wasabi” green color that would appear on the top floor, overhead canopy, doorways, and other features to accent the building. The roofline would be trimmed with smooth metal coping. On the east side of the building, a canopy would be built over the drive-up loading area. The canopy would have a metal roof supported by CMU and metal columns.

LANDSCAPING AND PARKING

New landscaping would be installed throughout the site, and the parking areas would be reconfigured. Parking for climate-controlled, indoor self-storage facilities is based on one (1) parking space for every 1,000 square feet. Based on the overall square footage of the building ($122,057 \times 80\% \div 1,000$), this site would require ninety-eight (98) parking spaces. The plan shows seventy-four (74) parking spaces. Parking is distributed throughout the site on the building’s west, north, and south sides.

The landscape plan shows seventy-six (76) trees and 610 shrubs/perennials/ornamental grasses. Sixteen (16) trees, including Thornless Honey Locusts and Freeman Maples, would be planted along the right-of-way of Vassar Avenue. The plan shows a landscaped courtyard at the west end of the property. This park-like feature would be enhanced with various plant materials, a gazebo, ornamental fencing, and paved walkways. The parking on the west side of the building would contain landscaped parking islands.

DUMPSTER

A trash enclosure is shown near the site’s southeast corner, approximately 100 feet from the building and 22’-7” from the nearest outdoor storage unit. The enclosure walls would be six feet (6’) tall with a brick veneer exterior. The swing gates would consist of galvanized steel frame concealed by treated boards. A second enclosure should be considered for the north end of the property for the ServiceMaster operations.

STORMWATER MANAGEMENT

A small detention pond is shown along the north side of the property. It is yet to be determined if this pond would be sufficient to handle some or all of the required stormwater detention. Details regarding the system must be submitted to the Engineering Department before obtaining building permits.

SCREENING

Separating the commercial and residential phases of the project, the plan notes the construction of a new 6’-0” high block wall; however, details of the wall are not provided. Additionally, Building ‘C,’ which has a height of approximately 11’-4”, would be built at or near the property line and back up to the wall adjacent to the residential lots. The existing poured concrete wall that runs along the right-of-way of Parkville would be removed. Where the site abuts residential properties to the

north, the site plan indicates “proposed parking lot screening.” Here, an existing poured concrete wall runs along the entire length of the property. The distance between this masonry wall and the new curb that would be installed for the parking area of the ServiceMaster would be 7’-0”. Within this narrow greenbelt area, the landscape plan proposes twelve (12) arborvitae, which might not be sufficient as a supplement to the wall to adequately screen the operations of the ServiceMaster from the adjacent residential.

Along a portion of the south property line, for a distance of approximately 110 feet, the plan shows a new 6’-0” high metal fence that would extend between the electric security gate and the dumpster. The Site Details plan (Sheet S1.1) shows the height of this metal fence at 8’-0”. This should be clarified. Additionally, the fence should be extended further east to help screen the dumpster and outside storage units from the residences across the street.

LIGHTING

The submitted photometric plan provides detailed information on site lighting, including the location and type of light sources and illumination levels. All pole-mounted lights should not exceed a height of twenty feet (20’) AFG. The photometric plan shows that the average illumination level for the overall site would not exceed the established 1.0-foot-candle Maximum Level of Illumination for the Average of the Area under Section 7.22.

MARKET ANALYSIS

A market feasibility study has been performed and should be available for the Commission’s review at the Study Meeting. This is critical given the project’s proximity to Livonia Budget Storage (former Toys-R-Us property).

July 11, 2023: Public Hearing:

At the June 27th meeting, the Petitioner explained that ServiceMaster would utilize the upper floors of the building for storing items related to its restoration business. Also, the final Market Feasibility Study is available (see attached). It concludes that the project is financially viable for self-storage space. The site’s overall rating is a B+ based on several factors, including market vacancy, rental rates, population density, income levels, population growth projections, traffic counts, access, neighborhood, and location.

Approving Resolution: The request to develop a Planned General Development at 29200 Vassar Avenue is hereby approved, subject to City Council approval and the following conditions:

1. The Architectural Site Plan, identified as sheet AS1.1, and the Landscape Plan, identified as Sheet L1.1, both dated May 31, 2023, as revised, prepared by Designhaus Architecture, are hereby approved and shall be adhered to, except that:

PUBLIC HEARING

ITEM 3 Petition 2023-06-02-06 – 29200 Vassar Avenue

Page 6

- a) The metal fence shall be extended along the south property line to the southwest corner of Building 'C.'
 - b) Additional evergreen plantings shall be provided between the parking lot and the residential properties on the site's north side and along the vacated portion of Vassar Avenue.
 - c) The final design of the landscape feature at the west end of the site shall be reviewed and approved by the Planning Department.
 - d) Any additional trash containers or compactors provided on the site shall be fully enclosed and screened with the masonry wall.
2. All parking spaces shall be appropriately sized and marked, including any barrier-free space(s) as may be required by the State of Michigan.
 3. All disturbed lawn areas, including road rights-of-way, shall be sodded instead of hydroseeding.
 4. Underground sprinklers shall be provided for all landscaped and sodded areas. All planted materials shall be installed to the satisfaction of the Inspection Department and, after that, permanently maintained in a healthy condition.
 5. The Elevation Plans, identified as sheets A2.1 and A2.2, dated May 31, 2023, as revised, and prepared by Designhaus Architecture, are hereby approved and shall be adhered to, except that City Council shall approve the final exterior colors of the building.
 6. The Elevation Plans for Buildings 'B' and 'C,' identified as sheets A1.5 and A1.6, dated May 25, 2023, and prepared by Designhaus Architecture, are hereby approved and shall be adhered to, except that any sides visible to the public shall consist of either brick, stone, prefinished metal panels, or composite siding.
 7. The number of self-storage units on the first floor of the building shall be limited to twenty-two (22).
 8. The overnight outdoor parking and storage of service vehicles shall be restricted to the parking spaces adjacent to the building within the fenced area on the north side of the building.
 9. There shall be no outdoor storage of vehicle parts, equipment, scrap material, waste petroleum products, junked, unlicensed or inoperable vehicles, or other similar items in connection with this operation.
 10. The outdoor storage of recreational vehicles, including motorhomes, travel trailers, and boats, is prohibited.

PUBLIC HEARING

ITEM 3 Petition 2023-06-02-06 – 29200 Vassar Avenue

Page 7

11. All exterior light fixtures shall not exceed twenty feet (20') in height and shall be aimed and shielded to minimize stray light trespassing across property lines and glaring into adjacent roadways.
12. The three walls of the trash dumpster area shall be constructed from materials that complement the building. The enclosure gates shall be solid steel or durable, long-lasting panel fiberglass.
13. The issues outlined in the correspondence dated June 22, 2023, from the Fire Marshal shall be resolved to the satisfaction of the Department of Public Safety, Livonia Fire and Rescue.
14. 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.
15. No LED light band or exposed neon shall be permitted on this site, including, but not limited to, the building or around the windows.
16. 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.
17. Final approval of the residential condominiums shall require the review and approval of the master deed and bylaws by the Planning Commission and City Council.
18. Under Section 13.13 of the Livonia Zoning Ordinance, as amended, this approval is valid for one year only from the date of approval by the City Council. Unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

Denying Resolution: This request to develop a Planned General Development at 29200 Vassar Avenue is denied for the following reasons:

1. The petitioner has failed to comply with all special and general standards and requirements as outlined in Sections 5.02 and 13.13 of the Livonia Zoning Ordinance, as amended.
2. The petitioner failed to demonstrate a need to use the Planned General Development option to develop the subject property.
3. The use, layout, and residential lots proposed for the development would negatively affect the neighboring properties.

PUBLIC HEARING

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4. That the proposed use is incompatible and not in harmony with the surrounding uses in the area.
5. The proposal significantly impacts adjoining parcels, public services, and community planning efforts.
6. That approving this request would allow a use that is inconsistent with the surrounding land uses, and
7. The petitioner has failed to comply with all the necessary concerns for the safety and welfare of the City and its residents.

**EXECUTIVE SUMMARY OF
SELF STORAGE 101 SITE AND MARKET FEASIBILITY STUDY
FOR 29200 VASSAR STREET, LIVONIA, MICHIGAN**

Self Storage 101, a nationally recognized and independent professional firm with expertise and significant experience in self-storage properties nationwide as well as southeastern Michigan, has been engaged to prepare a site and market feasibility study for 29200 Vassar Street in Livonia, Michigan based upon the project proposed by ServiceMaster / My Space Self Storage (the "Project").

1. Market Analysis (Page 5)

Self Storage 101 conducted a comprehensive study of the Project market area to determine underlying fundamentals that impact the occupancy rates and rental rates including the following:

- Study focuses on a trade area radius of three miles with a minimum population of 50,000;
- Survey of competing facilities within the trade area, including number of units and occupancy rate;
- Demand for self-storage based upon demographic variables, including population, percentage of renters, average household size and average household income; and
- Generally speaking, oversupplied markets have occupancy rates of less than 80% and undersupplied markets have rates greater than 90%.

2. Report Conclusion (Page 10)

Based upon the hard data collected by Self Storage 101, they have concluded that "the project is financially viable for self-storage space contemplated by the developer and in particular climate-controlled space. Various factors clearly indicate there is sufficient unmet demand for new self-storage space, particularly climate-controlled space contemplated by the subject development, despite the existing supply of self-storage space in the market."

3. Supporting Data (Page 10)

The conclusion of Self Storage 101 is based on the following:

- Square foot demand calculations and occupancy levels indicate the subject market up to the 3-mile demographic profile is underdeveloped

for storage space and there is sufficient unmet self-storage demand for the contemplated development.

- The subject site's financial viability is positively impacted by moderately high rental rates for climate controlled self-storage space in place at market competitors.

4. **Market and Site Grade Ratings** (Page 11)

Self Storage 101 has a grade rating system for each market and site it reviews. Self Storage 101 has rated both the market and development site as "B+":

"We consider this a "B+" market due to the mostly moderately high to high occupancy levels, the calculation of potential unmet demand for additional self-storage space in the market, the moderate to moderately high rental rates for self-storage space, the moderate to moderately high per capital and household income levels, the moderate population density and modest projected population growth."

With respect to the site rating of B+, Self Storage 101 has indicated visibility and access is "Excellent" and traffic counts, surrounding neighborhood and location are "Good."

5. **Competitor Analysis** (Pages 35-54)

This section of the study includes a comprehensive analysis of and information regarding the competitors within the market area.

6. **Self Storage 101 Recommendation** (Page 12)

Self Storage 101's final recommendation is as follows:

"We highly and confidently recommend the developer of the subject site pursue the completion of this project as envisioned. We have no doubt that it will perform based on the thousands of other feasibility studies we have conducted over the years."

Prepared by:
Plunkett Cooney
June 30, 2023

Open.26462.14972.31322320-1

CODE DATA	
PROJECT IDENTIFICATION	ADDRESS: 29200 VASSAR ST. LIVONIA, MI 48152 PROPERTY ID: - OTHER: -
PROJECT TYPE	NEW CONSTRUCTION ☐ TENANT IMPROVEMENT ☐ FACADE RENOVATION ☐ ALTERATION ☐ ADDITION ☐ REPAIR ☐
PROJECT DESCRIPTION	DEVELOPMENT OF AN EXISTING VACANT BUILDING INTO SELF STORAGE AND BUSINESS USE
APPLICABLE CODES	BUILDING: 2015 MICHIGAN BUILDING CODE ☐ ELECTRIC: 2017 NATIONAL ELECTRIC CODE ☐ FIRE: 2015 INTERNATIONAL FIRE CODE ☐ ENERGY: 2017 MICHIGAN ENERGY CODE ☐ MECHANICAL: 2015 MICHIGAN BUILDING CODE ☐ LIVONIA: CODE OF ORDINANCES ☐ FUEL GAS: 2015 MICHIGAN BUILDING CODE ☐ ADA: 2010 ICC ANS A117.1 ☐ 2015 NBC-CHAPTER 15 ☐
DIFFERED SUBMITTALS	FIRE PROTECTION ☐ FIRE ALARM ☐ INTERIOR ELEMENTS ☐ MEP ☐ CONVEYANCE ☐ PRE-ENG. TRUSSES ☐ PRE-ENG. BUILDING ☐
CHAPTER 3 USE AND OCCUPANCY	
BUILDING USE	SINGLE USE ☐ PRIMARY USE WITH ACCESSORY ☐ MULTI-STORY ☐ MIXED USE ☐ NON-SEPARATED MIXED USE ☐ SINGLE STORY ☐ MIXED OCCUPANCY SEPARATION ☐ SEPARATED MIXED USE ☐
OCCUPANCY CLASSIFICATION	AI ☐ A2 ☐ A3 ☐ A4 ☐ A5 ☐ B ☐ E ☐ F1 ☐ F2 ☐ M ☐ R1 ☐ R2 ☐ R3 ☐ R4 ☐ S1 ☐ S2 ☐ U ☐
CHAPTER 5 GENERAL BUILDING AREA AND HEIGHTS	
BUILDING HEIGHT	HEIGHT EXCEPTIONS NOT APPLIED ☐ MOST RESTRICTIVE USE FOR STORY: - HEIGHT EXCEPTIONS APPLIED ☐ MOST RESTRICTIVE USE FOR HEIGHT: - ALLOWABLE HEIGHT: - ALLOWABLE STORIES: - ACTUAL HEIGHT: 87 ACTUAL STORIES: 8
MIXED OCCUPANCY SEPARATION	USE SEPARATION NOT REQUIRED ☐ TO: - - - - - RATING: - - - - - USE SEPARATION REQUIRED ☐ TO: - - - - - RATING: - - - - -
BUILDING AREA	SINGLE STORY ☐ MOST RESTRICTIVE USE: - MULTI-STORY ☐ TABULAR VALUE: - SINGLE OCC. / ACCESSORY ☐ FRONTAGE INCREASE: - MIXED OCC. NON-SEPARATED ☐ TOTAL ALLOWABLE: - MIXED OCC. SEPARATED ☐ ALLOWABLE AREA: - UNLIMITED AREA BUILDING ☐ PER FLOOR BUSINESS: - PODIUM STYLE BUILDING ☐ PER FLOOR STORAGE: - TOTAL BUILDING: - TOTAL: 122,057.36 SQ. FT.
CHAPTER 10 MEANS OF EGRESS CONTINUED	
OCCUPANT LOAD	LOCATION USE AREA FACTOR: SF/PERSON SUB TOTAL TOTAL REMARKS First Floor Business 9,265.4 1/500 92.8 - - Second Floor Mech. 228.4 1/500 0.73 - - Third Floor Storage 3,660.7 1/500 7.32 - - Fourth Floor Storage 3,660.7 1/500 7.32 - - Fifth Floor Storage 4,306.8 1/500 8.61 - - Six Floor Storage 4,306.8 1/500 8.61 - - Seven Floor Storage 4,306.8 1/500 8.61 - - Eighth Floor Storage 4,306.8 1/500 8.61 - - TOTAL OCCUPANT LOAD 172 -
PLUMBING FIXTURES COUNT	
REQUIRED	W.C. LAY DRINKING FOUNTAIN SERVICE SINK OTHER REMARKS MEN 1 1 1 1 WOMEN 1 1 1 1
PROVIDED	W.C. LAY DRINKING FOUNTAIN SERVICE SINK OTHER MEN 3 1 1 1 WOMEN 4 1 1 1 UNBIX - - - -



PROJECT TEAM

OWNER
MYSPACE
978 S. OLD US HWY 23
BRIGHTON, MI 48114
CONTACT: GARY GERHITS
T: 810.225.0604
E: GARYG@SELFSTORAGEMYSpace.COM

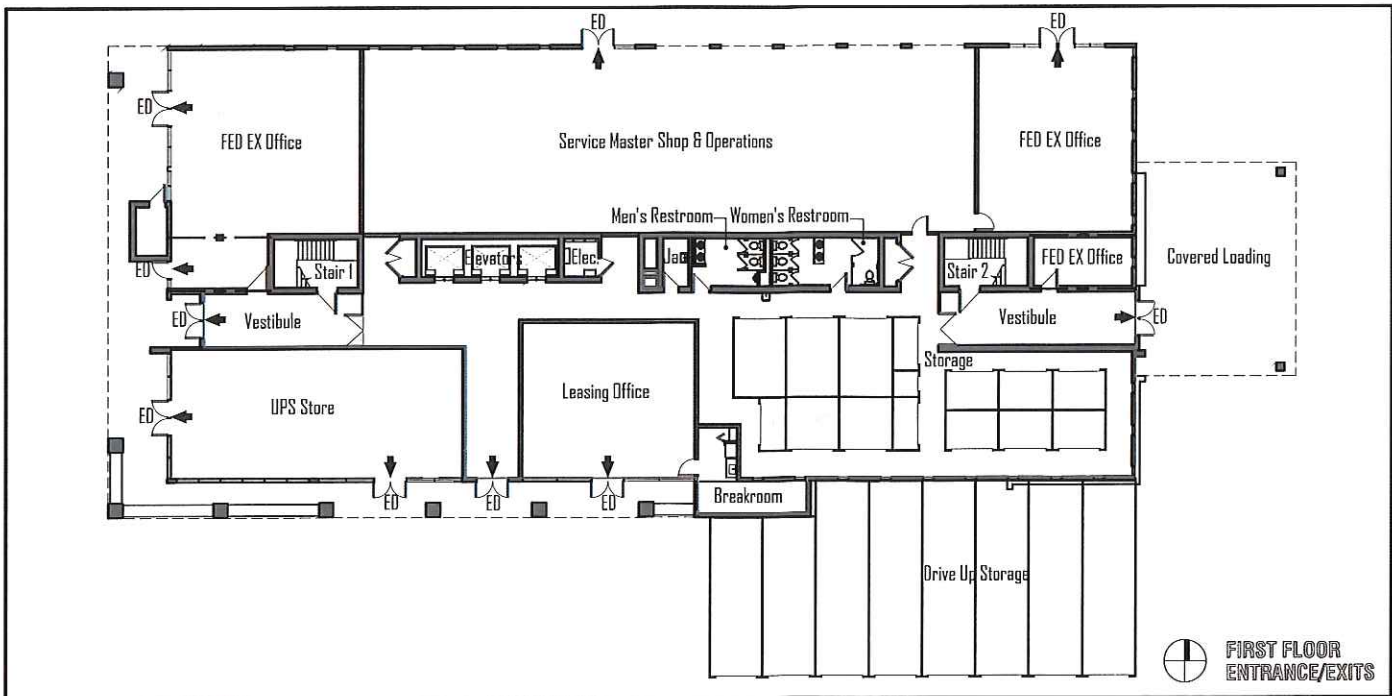
ARCHITECT
DESIGNHAUS ARCHITECTURE
3300 AUBURN RD.
AUBURN HILLS, MI 48326
T: 248.601.4422
F: 248.453.5854
PROJECT MANAGER: JOE LATOZAS
PROJECT ARCHITECT:
PETER STUHLREYER, A.I.A.

STATEMENT OF SELECTED DESIGN PROFESSIONAL

THESE CONSTRUCTION DOCUMENTS WERE PREPARED FOR COMPLIANCE WITH THE MICHIGAN CONSTRUCTION CODES IN EFFECT AT THE TIME OF PERMIT SUBMITTAL. ALL ENGINEERS, CONTRACTORS AND SUPPLIERS INVOLVED WITH THIS PROJECT SHALL COMPLY WITH THE SAME CODES ISSUED AND APPROVED CODE MODIFICATIONS AND/OR MUNICIPAL CONSTRUCTION BOARDS OF APPEALS RULINGS AND WHENEVER REQUIRED SHALL PROVIDE SHOP DRAWINGS AND SUBMITTALS CLEARLY DESCRIBING COMPLIANCE TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE FOR REVIEW AND APPROVAL.

REGISTERED DESIGN PROFESSIONAL IN CHARGE:
PETER STUHLREYER, A.I.A.
MICHIGAN IDENTIFICATION # 44668
DESIGNHAUS ARCHITECTURE

LOCATION MAP

FIRST FLOOR
ENTRANCE/EXITS

Myspace Livonia

29200 Vassar St
Livonia, MI 48152

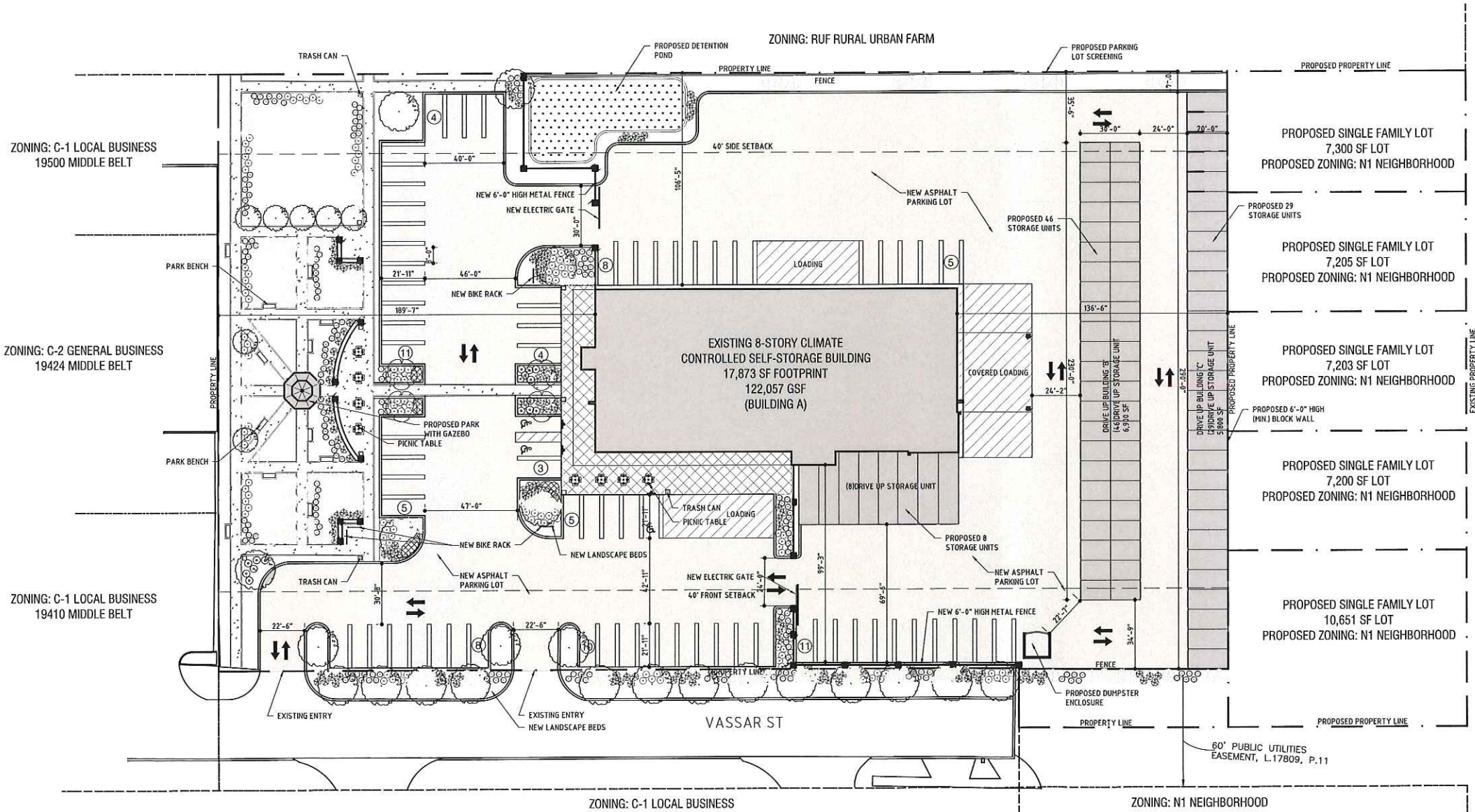
INDEX OF DRAWINGS

SHEET NO.	DRAWING NAME
G1.1	Title Sheet & Index
AS1.1	Architectural Site Plan
L1.1	Landscape Plan
S1.1	Site Details
1 of 1	Photometric Plan
A1.1	Building A First Floor Plan
A1.2	Building A Second to Fifth Floor Plan
A1.3	Building A Fifth to Eighth Floor Plan
A2.1	Building Elevations
A2.2	Building Elevations
A3.1	Building B Plan and Elevations
A3.2	Building C Plan and Elevations

RECEIVED
JUN 02 2023
CITY OF LIVONIA
PLANNING COMMISSION

2023-06-02-06

DESIGNHAUS ARCHITECTURE	
EST. 1998	WWW.DESIGNHAUS.COM
3300 AUBURN RD., SUITE 300 AUBURN HILLS, MI 48326 T: 248.601.4422 F: 248.453.5854 INFO@DESIGNHAUS.COM	
Myspace Livonia 29200 Vassar St Livonia, MI 48152	
Title Sheet & Index	
22176	G1.1



LEGAL DESCRIPTION

Land situated in the city of Livonia, County of Wayne and State of Michigan.

Lot(s) 423 AND 424, together with 1/2 vacated Vassar Avenue lying South of the East 225 feet of Lot 423, of Supervisor's Livonia Plat No. 7, as recorded in Liber 66 of Plats, page(s) 58, Wayne County Records.

Commonly known as: 29200 Vassar, Livonia, Michigan 48152

SITE DATA

Regulation	Information
Address	29200 Vassar St., Livonia, MI 48152
Parcel ID	46003010423000
Zoning	Existing: C4 (High Rise Commercial District) Proposed: C4 (High Rise Commercial District), N1 (Neighborhood)
Parcel Area	Existing: (195,015.7 SF) ± 4.48 Acres Proposed: C4-(155,489.1 SF) ±3.57 Acres, N1-(39,526.6 SF)±0.91 Acres

ZONING SCHEDULE OF REGULATIONS

Regulation	Required	Provided
Setbacks	Front: 40' Sides: 40' Side yard abutting street or rear yard abutting side yard: 0'	Front: 69'-6" Sides: 106'-5" Side yard abutting street or rear yard abutting side yard: 0'
Building Height	85' Max.	87'-0" Existing
Min. Open Space	-	17.3%
Max. Building Coverage	-	19.6%
Parking	1 per employee spaces	74 spaces (Including 3 Accessible)

PARKVILLE ST

1 Architectural Site Plan
SCALE: 1"=30'-0"



DESIGNHAUS
ARCHITECTURE

EST
1998

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INFO@DESIGNHAUS.COM

SPA	05.31.23
OWNER REVIEW	05.26.23
ISSUANCE	DATE

Myspace Livonia
29200 Vassar St
Livonia, MI 48152

Architectural Site Plan

22176

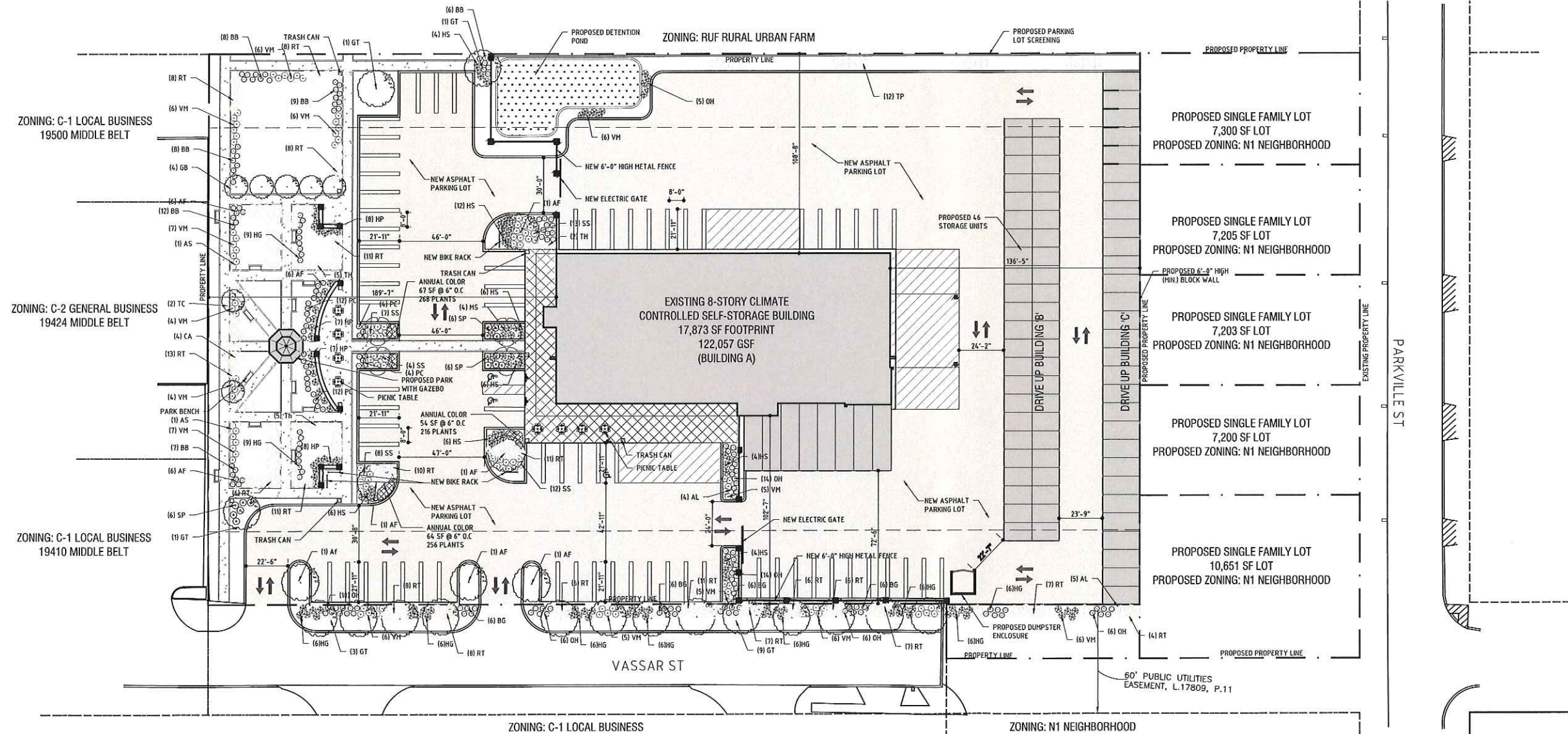
AS1.1

PLANT SCHEDULE (TREES)

QTY	KEY	BOTANICAL NAME/COMMON NAME	SIZE/ROOT (min)
24	AF	ACER x freemanii 'ARMSTRONG'/FREEMAN MAPLE	3" CAL
9	AL	AMELANCHIER leavis/SERVICEBERRY	8-10' B&B
2	AS	ACER rubrum 'RED SUNSET'/RED SUNSET MAPLE	3" CAL
4	CA	MALUS 'RED BARON'/ RED BARRON CRABAPPLE	2.5" B&B
4	GB	GINKGO biloba/ GINKGO	2.5" B&B
15	GT	GLEDTISIA triacanthos f. inermis 'SKYCOLE'/ THORNLESS HONEYLOCUST	3" CAL
4	MS	AMELANCHIER ARBOREA/ MUTLI-STEM SERVICE BERRY	2.5" B&B
2	TC	TILIA CORDATA/ LITTLE-LEAF LINDEN	3" B&B
12	TP	THUJA (standish x plicata) 'GREEN GIANT'/GREEN GIANT ARBORVITAE	8' B&B
TOTAL TREES: 76			

PLANT SCHEDULE (SHRUBS/PERENNIALS/ORNAMENTAL GRASSES)

QTY	KEY	BOTANICAL NAME/COMMON NAME	SIZE/ROOT (min)
50	BB	EUONIMUS alata 'COMPACTA'/ DWARF BURNING BUSH	30" B&B
24	BG	BUXUS x 'GREEN VELVET'/GREEN VELVET BOXWOOD	3 GAL
30	HP	HYDRANGEA paniculata 'JANE/LITTLE LIME HARDY HYDRANGEA	3 GAL
48	HS	HEMEROCALLIS/STELLA D'ORO DAYLILY	1 GAL (12" O.C.)
66	HG	PENNISETUM alopecuroides 'HAMELN/DWARF FOUNTAIN GRASS	1 GAL
51	OH	TAXUS x MEDIA/ EVERLOW YEWE	24" B&B
32	PC	ECHANICEA purpurea/ PURPLE CONEFLOWER	#2 CON
156	RT	CORNUS ALBA 'SIBIRICA'/ RED TWIG DOGWOOD	2.5" B&B
31	SP	SPIREA x COCCINEA/ DWARF RED SPIREA	30" B&
31	SS	SEDUM spectabile 'AUTUMN JOY'/AUTUMN JOY STONECROP	1 GAL
12	TH	TAXUS x media 'HICKSII'/HICKSII YEWE	15-18" B&B
79	VM	VIBURNUM plicatum tomentosum 'MARIESII'/DOUBLEFILE VIBURNUM	30-32" B&B
TOTAL SHRUBS/PERENNIALS/ORNAMENTAL GRASSES: 610			



1 Landscape Plan
SCALE: 1" = 30'



Myspace Livonia
29200 Vassar St
Livonia, MI 48152

Landscape Plan

22176

L1.1

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SPA 05.31.23
OWNER REVIEW 05.26.23
ISSUANCE DATE



DESIGNHAUS
EST 1998
ARCHITECTURE

Diagram illustrating the layout and dimensions of the signs:

- Top sign: **RESERVED PARKING** (with wheelchair symbol)
- Middle sign: **VAN ACCESSIBLE** (with van symbol)
- Bottom sign: **FIRE LANE** (with text: NO STOPPING STANDING PARKING TOW AWAY ZONE)

Dimensions:

- Width: 12"
- Height: 65" (total for the three signs)

Sign specifications:

- SIGN TO BE "FEDERAL STANDARD" STYLE, WHITE WITH GREEN TEXT AND BORDER, WITH WHITE WHEELCHAIR SYMBOL ON BLUE FIELD (TYP.).
- PAINTED STEEL POLE SET IN CONCRETE CURE 24" FROM CURB EDGE OR AS NOTED

[illegible]

1. LANDSCAPE CONTRACTOR SHALL VISIT THE SITE, INSPECT EXISTING SITE CONDITIONS AND REVIEW PROPOSED PLANTING AND RELATED WORK, IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, PLAN SHALL GOVERN QUANTITIES. CONTACT LANDSCAPE ARCHITECT WITH ANY CONCERNS.
2. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL ON SITE UTILITIES PRIOR TO BEGINNING CONSTRUCTION ON HIS/HER PHASE OF WORK. ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION MAY BE LOCATED BY CALLING MISS DIG. ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF CONTRACTOR. CONTRACTOR SHALL COORDINATE ALL RELATED ACTIVITIES WITH OTHER TRADES ON THE JOB AND SHALL REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNERS REPRESENTATIVE PRIOR TO COMMENCING.
3. ALL PLANT MATERIAL TO BE PREMIUM GRADE NURSERY STOCK AND SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMEN STANDARD FOR NURSERY STOCK. ALL LANDSCAPE MATERIAL SHALL BE NORTHERN GROWN, NO. 1 GRADE.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON LANDSCAPE PLAN PRIOR TO PRICING THE WORK.
5. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
6. ALL SINGLE STEM SHADE TREES TO HAVE STRAIGHT TRUNKS AND SYMMETRICAL CROWNS.
7. ALL SINGLE TRUNK SHADE TREES TO HAVE A CENTRAL LEADER; TREES WITH FORKED OR IRREGULAR TRUNKS WILL NOT BE ACCEPTED.
8. ALL TREES TO HAVE CLAY OR CLAY LOAM BALLS, TREES WITH SAND BALLS WILL BE REJECTED.
9. ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIAL.
10. CONCERNING GROUND COVER, ALL PLANTING BEDS SHALL RECEIVE 3" SHREDDED HARDWOOD BARK MULCH, SEE SPECIFICATIONS. ALL OTHER DISTURBED AREAS SHALL BE SODDED.
11. LANDSCAPING SHALL BE MAINTAINED IN A GOOD CONDITION TO PRESENT A HEALTHY, NEAT, AND ORDERLY APPEARANCE FREE FROM REFUSE AND DEBRIS. ALL UNHEALTHY AND DEAD MATERIAL SHALL BE REPLACED WITHIN ONE (1) YEAR OF THE NEXT APPROPRIATE PLANTING PERIOD.
12. OWNER TO ESTABLISH MAINTENANCE PROGRAM TO ENSURE GROUNDS AND LANDSCAPING TO REMAIN HEALTHY AND WELL GROOMED.
13. RECOMMENDED PLANTING DATES ARE MARCH 1ST TO MAY 15TH FOR ALL MATERIALS, AND OCTOBER 15TH TO DECEMBER 15TH FOR DECIDUOUS MATERIALS. PLANTINGS OUTSIDE THESE DATES SHALL HAVE PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT.
14. UNDERGROUND IRRIGATION SYSTEM TO BE DESIGNED AND INSTALLED BY CONTRACTOR.
15. TURF GRASS TO BE COMMON TO MACOMB COUNTY, MI.

1. Identify on site all trees or areas of trees which are being proposed to be preserved with fluorescent orange spray paint (chalk base) or by red flagging tape.
2. Erect barriers of four (4) foot high fencing staked with metal "T-posts" five (5) feet on center or all such trees or groups of trees proposed to remain
3. Protective barriers are to be erected prior to any clearing or grubbing on the site, and barriers are to remain in tact until approved by the City to be removed, or when a Certificate of Occupancy is issued
4. Keep clear all debris or fill, equipment, and material from within the required protective barrier
5. During construction, the owner, developer, or agent shall not cause or permit any activity within the fence line of any protected tree or group of trees including, but not limited to, the storage of equipment, dumpster, boulders, dirt, and excavated material, building or waste material, or any other material harmful to the life of a tree
6. No damaging attachment, wires (other than cable wires for trees), signs or permits may be fastened to any tree protected by this Ordinance

Diagram illustrating the cross-section of a gate assembly, showing the following components and specifications:

- 6' MASONRY WALL W/ BRICK EXTERIOR AND SLOPED CAST CAP**: The main structure of the gate.
- HEAVY DUTY HINGE HARDWARE**: Located on the left side of the gate.
- 12'X42' CONCRETE TRENCH FOOTING W/ (2) CONT. #5 REBAR TOP AND BOTTOM. TOP OF FOOTING TO BE 8" BELOW FINISH GRADE**: The foundation for the gate.
- 3/4" DIA. STEEL CANE BOLTS BENT 180°. GRIND SMOOTH DRILL HOLES AT OPEN AND CLOSED POSITIONS IN CONCRETE**: Used to secure the gate to the footing.
- 1/4" GUSSET PLATE**: Located on the right side of the gate.
- GALVANIZED FENCE FRAME BEYOND**: The frame supporting the gate.
- SLOPE FOR DRAINAGE**: Indicated on the top of the gate structure.

FRONT ELEVATION

Colors and/or Options: Please see manufacturer's website at www.aerofinroofing.com.
 Finish: Fade-resistant, powder coated steel finish features a state-of-the-art primer proven to prevent rusting.
 Note: 10-page wall sheet listing fabricating details.
 Capacity: 3 Minib. U.S. Weight: 59 lbs.
 Assembly: Back racks require no rivets except for the surface nailing.
 Structural Warranty: Limited 30-year warranty.
 Finish Warranty: 3-year warranty against rusting, peeling, chipping, cracking, mold, mildew, and defects in materials and/or workmanship. 1-year warranty against fading.

DETAIL VIEW
FOOT MOUNT

NOTES:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTORS NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT: www.Aerofin.com/info AND ENTER REFERENCE NUMBER 511 Site Details.

DECIDUOUS TREES	EVERGREEN TREES
Diagram illustrating the planting of a deciduous tree. The tree is shown with its root system and trunk. Labels indicate the following steps and materials: - DO NOT CUT LEADER - NOTE: STAKE TREES OVER 2" CALIPER. GUY TREES OVER 3" CALIPER. TREES SHALL HAVE SAME RELATIONSHIP TO FINISHED GRADE AS IT HAD AT PLACE OF ORIGIN. (3) 2"x2"x8" HARDWOOD STAKE SET 18" INTO UNDISTURBED SOIL 3'-4" SHREDDED BARK MULCH - REMOVE BURLAP FROM TOP 1/2 OF BALL. SLASH BURLAP AND CUT WIRE ON ROOTBALL AT 18" INTERVALS (BOTH HORIZONTAL AND VERTICAL) - UNDISTURBED SOIL - PLASTIC BANDS - TREE WRAP	Diagram illustrating the planting of an evergreen tree. The tree is shown with its root system and trunk. Labels indicate the following steps and materials: - NOTE: REMOVE ALL TAGS, STRINGS, PLASTICS, AND ANY OTHER MATERIALS WHICH ARE UNSIGHTLY OR COULD CAUSE GIRDLING. - RUBBER HOSE (BLACK) PLASTIC BANDS - COVER PLANTING WITH 4" SHREDDED HARDWOOD BARK MULCH TO 6" BEYOND OUTERMOST BRANCHES. LEAVE 3" BARE SOIL AROUND TREE (3) 2"x2"x8" HARDWOOD STAKES OF EQUIVALENT DRIVEN 6"-8" OUTSIDE OF ROOTBALL. REMOVE AFTER ONE YEAR. - TOPSOIL - SET PLANT MATERIAL 6" HIGHER THAN ORIGINAL DEPTH. CUT ALL BINDING AND REMOVE BURLAP FROM TOP 1/3 OF ROOTBALL. - AMEND SOIL PER SITE CONDITION AND REQUIREMENTS OF THE TREE - FINISH GRADE
PERENNIALS	SHRUBS
Diagram illustrating the planting of perennials. The plants are shown in a row, with labels indicating the following steps and materials: - PERENNIALS - SIZE AND SPACING AS SHOWN ON PLAN 3" SHREDDED BARK MULCH - PLANTING MIXTURE: 50% TOPSOIL, 50% SPAGNUM PEAT MIXTURE - UNDISTURBED SOIL	Diagram illustrating the planting of shrubs. The shrub is shown with its root system and trunk. Labels indicate the following steps and materials: - NOTE: PLANT SHRUB AT SAME RELATIONSHIP TO FINISHED GRADE AS IT HAD AT PLACE OF ORIGIN 4" SHREDDED BARK MULCH - CUT AND REMOVE BURLAP FROM TOP 1/3 OF BALL. - SLASH REMAINING BURLAP LIGHT OF BARE ROOT SPREAD - UNDISTURBED SOIL - VARIABLES

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WWW.DESIGNHAUS.COM
INFO@DESIGNHAUS.COM

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SPA	05.31.23
OWNER REVIEW	05.26.23
ISSUANCE	DATE



Site Details

S1.1



D-Series Size 1 LED Wall Luminaire

Color	White
Temp	4000K

Specifications

Width	13.3"	Weight	12.5 lb
Depth	3.2"	Back Box (BBW, ELCW)	13.3" x 13.3" x 3.2"
Height	6.5"	Back Box (BBW, ELCW)	13.3" x 13.3" x 3.2"



Introduction
The D-Series Wall Luminaire is a stylish, fully integrated LED solution for building mount applications. It features a sleek, modern design and is fully engineered to provide long-lasting, energy efficient lighting with a variety of optical and control options for customized performance.

With an expected service life of over 20 years of nighttime use and up to 74% in energy savings over comparable 250W metal halide luminaires, the D-Series Wall is a reliable, low-maintenance lighting solution that produces sites that are exceptionally illuminated.

Ordering Information

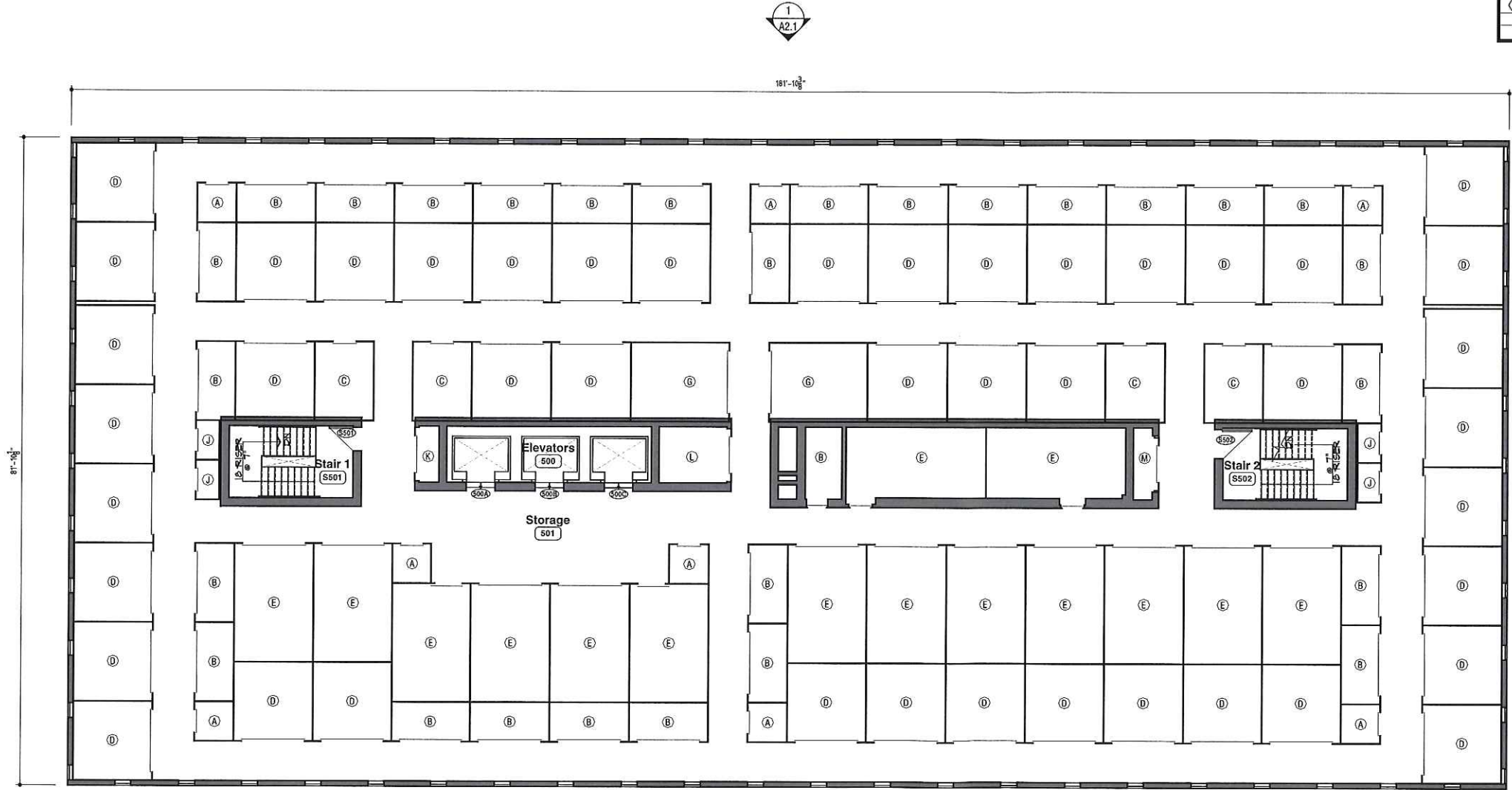
Order	Qty	Part Number	Part Description	Part Number	Part Description	Part Number	Part Description	Part Number	Part Description		
DSXW1	47	DSXW1-10C-1000-40K-T3S-MVOLT	DSXW1 LED 10C 1000 40K T3S MVOLT	DSXW1	9	DSXW1-10C-1000-40K-T3S-MVOLT	DSXW1 LED 10C 1000 40K T3S MVOLT	DSXW1	1	DSXW1-10C-1000-40K-T3S-MVOLT	DSXW1 LED 10C 1000 40K T3S MVOLT

Tech Options		Tech Specs		
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Notes:
1. DSXW1 is available in 10C, 15C, 20C, 25C, 30C, 35C, 40C, 45C, 50C, 55C, 60C, 65C, 70C, 75C, 80C, 85C, 90C, 95C, 100C, 105C, 110C, 115C, 120C, 125C, 130C, 135C, 140C, 145C, 150C, 155C, 160C, 165C, 170C, 175C, 180C, 185C, 190C, 195C, 200C, 205C, 210C, 215C, 220C, 225C, 230C, 235C, 240C, 245C, 250C, 255C, 260C, 265C, 270C, 275C, 280C, 285C, 290C, 295C, 300C, 305C, 310C, 315C, 320C, 325C, 330C, 335C, 340C, 345C, 350C, 355C, 360C, 365C, 370C, 375C, 380C, 385C, 390C, 395C, 400C, 405C, 410C, 415C, 420C, 425C, 430C, 435C, 440C, 445C, 450C, 455C, 460C, 465C, 470C, 475C, 480C, 485C, 490C, 495C, 500C, 505C, 510C, 515C, 520C, 525C, 530C, 535C, 540C, 545C, 550C, 555C, 560C, 565C, 570C, 575C, 580C, 585C, 590C, 595C, 600C, 605C, 610C, 615C, 620C, 625C, 630C, 635C, 640C, 645C, 650C, 655C, 660C, 665C, 670C, 675C, 680C, 685C, 690C, 695C, 700C, 705C, 710C, 715C, 720C, 725C, 730C, 735C, 740C, 745C, 750C, 755C, 760C, 765C, 770C, 775C, 780C, 785C, 790C, 795C, 800C, 805C, 810C, 815C, 820C, 825C, 830C, 835C, 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[illegible]

[illegible]



1 Floors 5-8
SCALE: 1/8" = 1'



Unit Matrix								
Mark	Size	Building A			Building B		Building C	
		1st Floor	Floor 2-4	Floor 5-8			Unit Totals	Unit Area
(A)	5 x 5	1	15	32	-	-	48	1,200 sf
(B)	5 x 10	2	45	116	-	-	163	8,150 sf
(C)	7.5 x 10	6	12	16	-	-	34	2,550 sf
(D)	10 x 10	2	78	180	-	-	260	26,000 sf
(E)	10 x 15	3	45	60	46	-	154	23,100 sf
(F)	10 x 20	-	54	-	-	29	83	16,600 sf
(G)	10 x 12.5	-	6	8	-	-	14	1,750 sf
(H)	10 x 30	2	-	-	-	-	2	600 sf
(J)	3 x 5	-	12	16	-	-	28	420 sf
(K)	3 x 7	-	3	4	-	-	7	147 sf
(L)	7 x 9	-	3	4	-	-	7	441 sf
(M)	3 x 9	-	3	4	-	-	7	189 sf
(N)	10 x 36.8	6	-	-	-	-	6	2,205 sf
Total		22	276	440	46	29	613	83,352 sf

DESIGNHAUS
EST
1998

ARCHITECTURE

3300 AUBURN RD., SUITE 300
AUBURN HILLS, MI 48326
T:248.501.4422 F:248.453.5854
WWW.DESIGNHAUS.COM
INFO@DESIGNHAUS.COM

SPA	05.31.23
OWNER REVIEW	05.26.23
ISSUANCE	DATE

Myspace Livonia
29200 Vassar St
Livonia, MI 48152

Building A Fifth to Eighth Floor Plan

22176

A1.3



2 East Elevation
SCALE 3/32" = 1'



1 North Elevation
SCALE: 3/32" = 1'

ELEVATION NOTES	
1	EXISTING TO BE PAINTED
2	INSULATED METAL PANEL
3	ALUMINUM PANEL (WOOD LOOK)
4	CHU
5	BRICK
6	SMOOTH METAL COPING
7	O.H. DOOR
8	ALUMINUM FRAMED GLAZING
9	EXISTING MECHANICAL
10	STONE
11	CORRUGATED METAL PANEL

3300 AUBURN RD., SUITE 300
AUBURN HILLS, MI 48326
T:248.601.4422 F:248.453.5854
WWW.DESIGNHAUS.COM
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EST

1998

DESIGNHAUS

ARCHITECTURE

[illegible]

Myspace Livonia
29200 Vassar St
Livonia, MI 48152

Building Elevation

Building Elevations

22176

A2.1

[illegible]



MySpace Livonia



Exterior Rendering



Owner Information

MySpace
979 S. Old US WHY 23
Brighton, MI 48114

Architectural Team

Designhaus Architecture LLC
3300 Auburn Rd Ste. 300
Auburn Hills, MI 48326
248.601.4422

Chief Architect: Peter Stuhldreier AIA

Existing Building Information

- Address: 29200 Vassar St. Livonia, MI 48152
- 120,000 SF
- 8-Story Class C-Office/ Elevators
- ±15,000 SF Open Floor Plates
- 422 Surface Parking
- Parking Lot Paved 2013
- Permitted Uses: Office, Retail, Wholesale, Hotel, Senior Living, Nursing Home, Health Care, Religious, Cultural, Educational, Child Care, Academy, Parking, Restaurant
- 1972 / 2013
- Recast Concrete Building Built for the U.S. Government that may be Structurally Sound. Nearly the Whole Building has been Guttled to the Steel and Concrete – Ready for re-purposing



Site Location

Legend

Alley

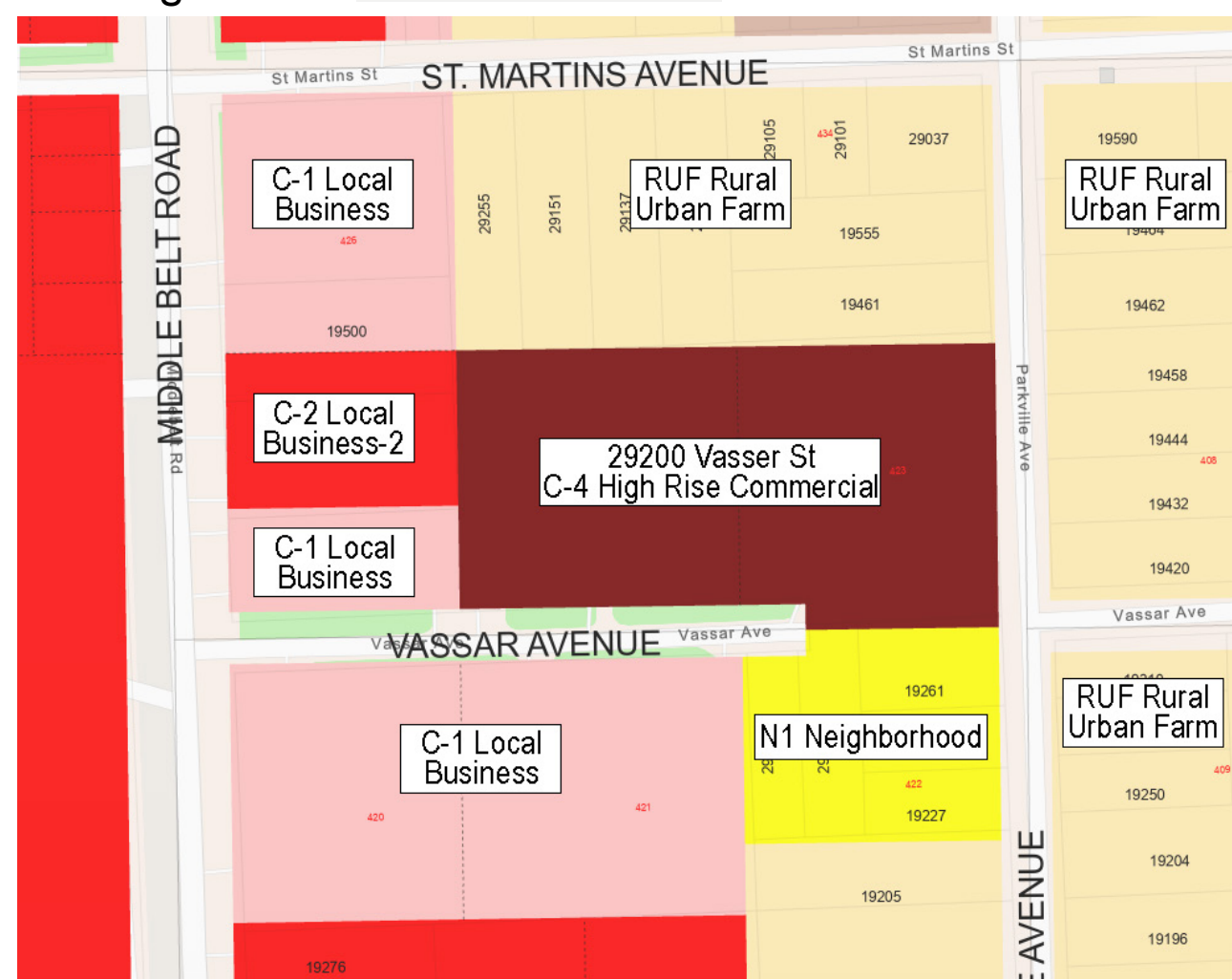
Lot Combinations

...

Zoning

- RUF Rural Urban Farm
- N1 Neighborhood
- N2 Neighborhood
- NM1 Neighborhood Multifamily
- NM2 Neighborhood Multifamily
- NM3 Neighborhood Multifamily
- P Parking
- C-1 Local Business
- C-2 General Business-2
- C-3 Highway Services
- C-4 High Rise Commercial
- ML Manufacturing Limited
- M-1 Light Manufacturing
- M-2 General Manufacturing
- PL Public Lands
- NP Nature Preserves

Existing Use



Legend

Alley

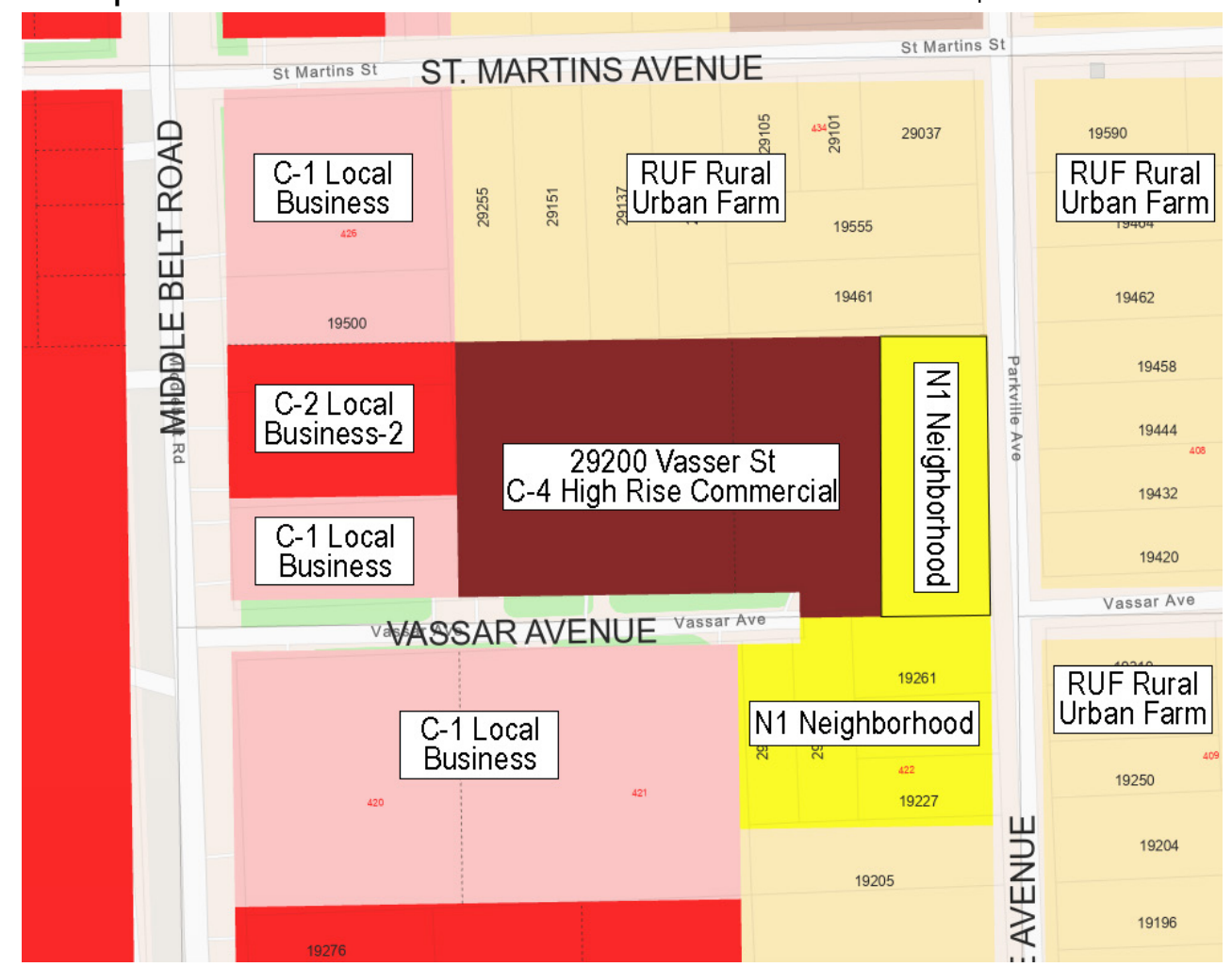
Lot Combinations

...

Zoning

- RUF Rural Urban Farm
- N1 Neighborhood
- N2 Neighborhood
- NM1 Neighborhood Multifamily
- NM2 Neighborhood Multifamily
- NM3 Neighborhood Multifamily
- P Parking
- C-1 Local Business
- C-2 General Business-2
- C-3 Highway Services
- C-4 High Rise Commercial
- ML Manufacturing Limited
- M-1 Light Manufacturing
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- NP Nature Preserves

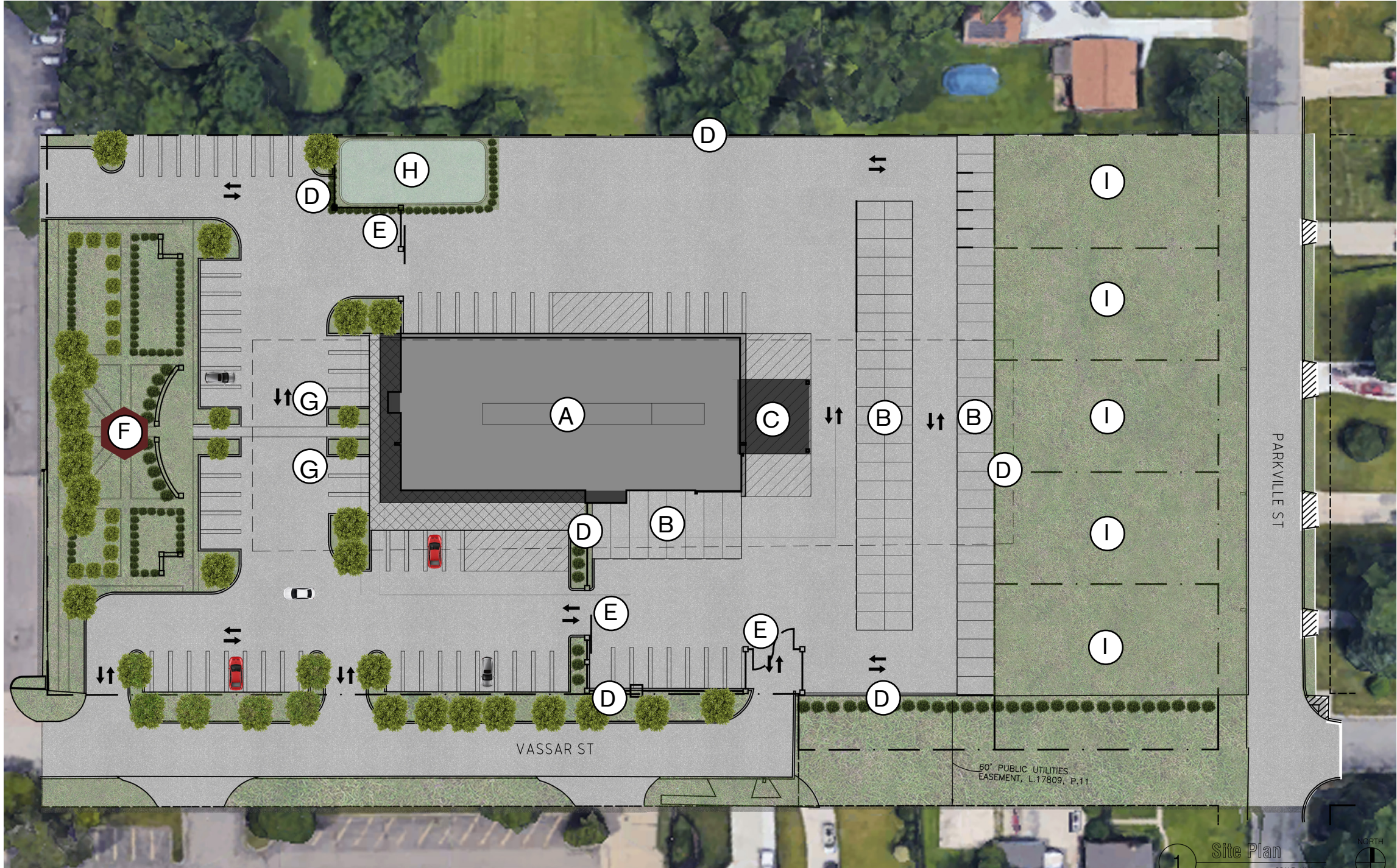
Proposed Use



Proposed N1 Lot Info

Minimum lot size:
50 feet width
120 feet depth





CODE ANALYSIS

ZONING ANALYSIS

Current: Proposed:
Zoning District: C-4

Front Yard Set-back: 40ft
Side Yard Set-back: 40ft
Rear Yard Set-back: 40ft

Maximum Building Height: N/A
Density Requirements: N/A
Maximum Lot Coverage: N/A
FAR Requirements: N/A
Open Space Requirements: N/A

Parking Requirements: Warehouse

Required: 1 per employee
Provided: 3
Total Parking: 55
Handicapped Parking: 2

Exterior Loaded Storage Buildings

Total unit SF B: 21,200 ft²

January 24, 2023 concept plan proposed 65,362 SF of exterior storage buildings

N1 Neighborhood Lot

Minimum lot size:
50 feet width
120 feet depth

Legend

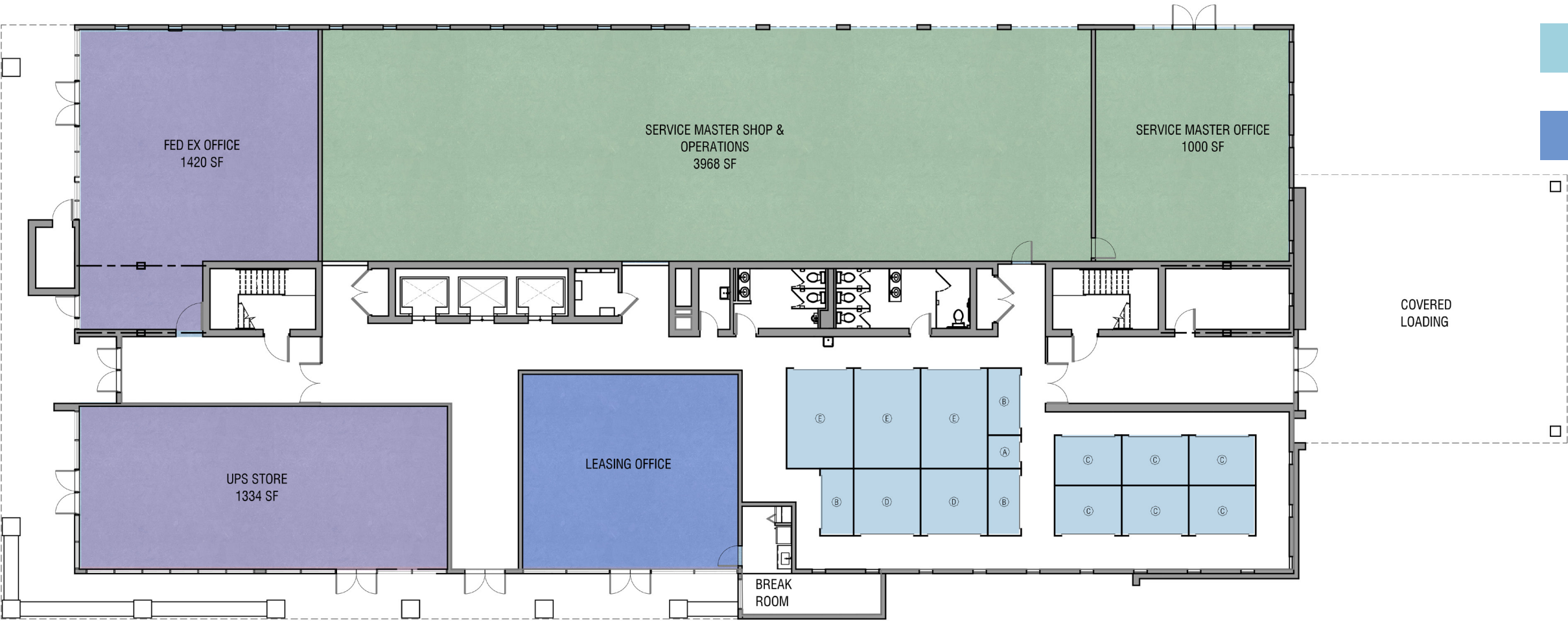
- (A) Existing 8 Story Building
- (B) Exterior Loaded Storage Buildings
- (C) Loading Area
- (D) Screen Wall
- (E) Automatic Gate
- (F) Park Gazebo
- (G) Handicap Parking
- (H) Detention Pond
- (I) N1 Neighborhood Lot Size 60'x120'



First Floor

Area: 15,110 ft²

- Service Master Shop & Office
4,968 ft²
- Commercial Tenant Space
2,754 ft²
- Storage
1,275 ft²
- Leasing Office



Building Info

First Floor	15,110 ft²
Retail rentable	7,722 ft² net
Storage	1,275 ft² net
Second Floor	14,883 ft²
Storage	10,287.66 ft² net
Third Floor	14,883 ft²
Storage	10,287.66 ft² net
Fourth Floor	14,883 ft²
Storage	10,287.66 ft² net
Fifth Floor	14,883 ft²
Storage	9,121 ft² net
Sixth Floor	14,883 ft²
Storage	9,121 ft² net
Seventh Floor	14,883 ft²
Storage	9,121 ft² net
Eighth Floor	14,883 ft²
Storage	9,121 ft² net
Exterior Storage	21,200 ft² net
Total	
Building Area	119,291 ft²
Storage Net Rentable	89,822 ft²

Floors 2-4

Area: 14,883 ft²

Storage
10,287.66 ft²

Building Info

First Floor	15,110 ft²
Retail rentable	7,722 ft² net
Storage	1,275 ft² net
Second Floor	14,883 ft²
Storage	10,287.66 ft² net

Third Floor	14,883 ft²
Storage	10,287.66 ft² net

Fourth Floor	14,883 ft²
Storage	10,287.66 ft² net

Fifth Floor	14,883 ft²
Storage	9,121 ft² net

Sixth Floor	14,883 ft²
Storage	9,121 ft² net

Seventh Floor	14,883 ft²
Storage	9,121 ft² net

Eighth Floor	14,883 ft²
Storage	9,121 ft² net

Exterior Storage	21,200 ft² net
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Total	
Building Area	119,291 ft²
Storage Net Rentable	89,822 ft²



Floors 5-8

Area: 14,883 ft²

Storage
9,121 ft²

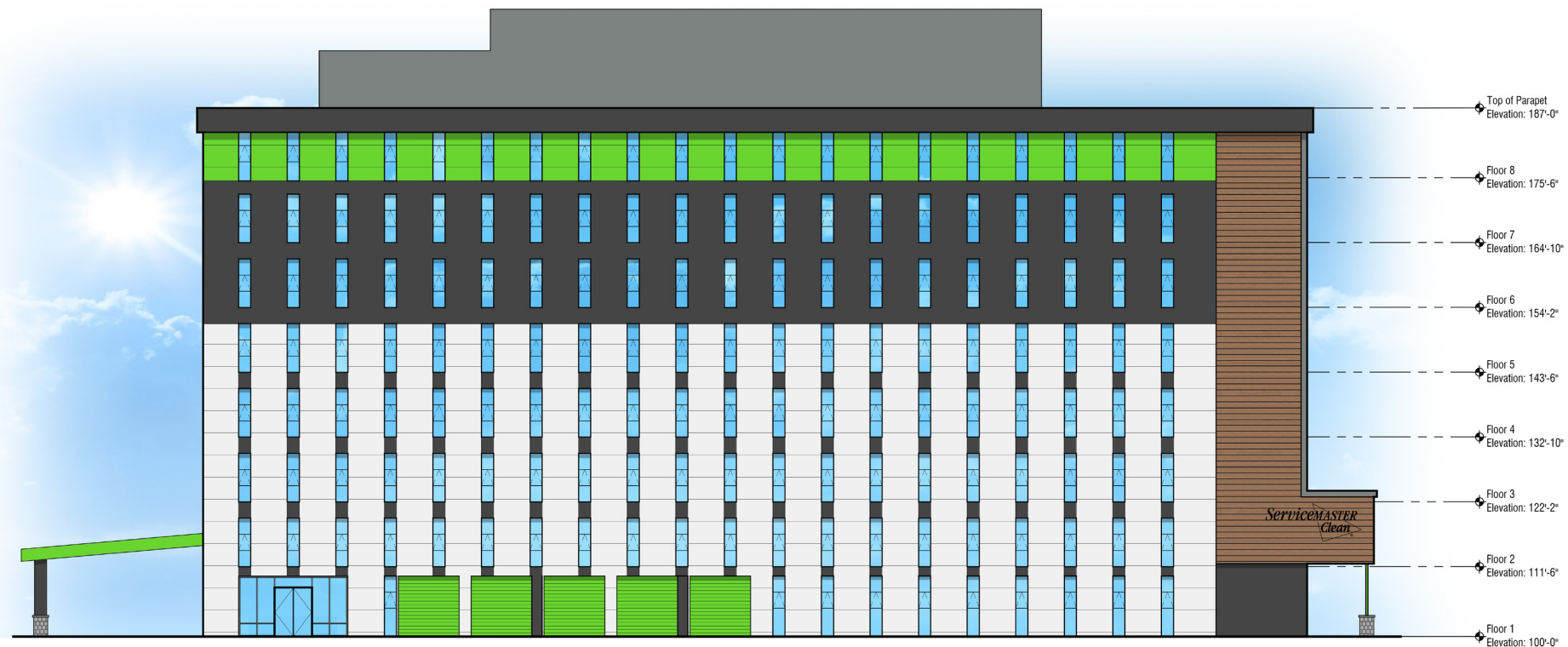
Building Info

First Floor	15,110 ft²
Retail rentable	7,722 ft² net
Storage	1,275 ft² net
Second Floor	14,883 ft²
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Storage	9,121 ft² net
Exterior Storage	21,200 ft² net
Total	
Building Area	119,291 ft²
Storage Net Rentable	89,822 ft²





2 East Elevation
SCALE: 3/32" = 1'



1 North Elevation
SCALE: 3/32" = 1'



4 West Elevation



3 South Elevation



Exterior Rendering







Exterior Rendering





Exterior Rendering





Exterior Rendering





Exterior Rendering





Exterior Rendering





DESIGNHAUS

ARCHITECTURE

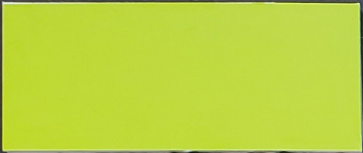
EST

1998

301 WALNUT BOULEVARD
ROCHESTER, MI 48307
TELEPHONE 248-601-4422
WWW.DESIGNHAUS.COM
INFO@DESIGNHAUS.COM

Myspace Livonia

29200 Vassar St. Livonia, MI.



MTL-1



MTL-2



MTL-3

Material Schedule		
Code	MFG/Contact	Specifications
SIDING-1	Manufacturer: Ditzel	Type: Aluminum Panel Color: Hickory Natural 122-01 Size: 4'x8'x0.75" Location: Refer to Elevations
MTL-1	Manufacturer: CMI Corrugated Panels	Type: Insulated Metal Panel Series: FL 24 Liner Sheet Finishing: Janus International Color: EXR Wasabi
MTL-2	Manufacturer: CMI Corrugated Panels	Type: Insulated Metal Panel Series: FL 24 Liner Sheet Finishing: Sherwin Williams Color: Nebulous White 7063
MTL-3	Manufacturer: CMI Corrugated Panels	Type: Insulated Metal Panel Series: FL 24 Liner Sheet Finishing: Sherwin Williams Color: Cityscape 7067



SIDING-1



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
CITY ENGINEER

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



MAUREEN MILLER BROSNAN
MAYOR

DONALD R ROHRAFF
DIRECTOR OF PUBLIC WORKS

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

June 12, 2023

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2023-06-02-06 – #29200 Vassar Avenue

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed waiver use at this time. The subject parcel is assigned the address of **#29200 Vassar Avenue**. The legal description included with the submitted drawings appears to be correct, and should be used in conjunction with the proposed project.

The existing parcel is currently serviced by public sanitary sewer, water main and storm sewer. The submitted drawings do not indicate alterations to the existing services, so we cannot comment on any impacts to the existing systems at this time. It should be noted that the proposed development will be required in order to meet the Wayne County Stormwater Ordinance. Per the submitted drawings, no stormwater detention is indicated, but we will need to do a thorough review of the plans once they are submitted for permitting.

Also, the drawing show five (5) new residential lots in addition to the commercial buildings. Per the Land Division Act, this would exceed the number of available splits for the parcel. The maximum number of available splits would result in three (3) new residential lots. The developer should contact the Assessing Office to discuss options and limitations for the proposed splits

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 black ink, appearing to read "David W. Lear".

David W. Lear, P.E.
Assistant City Engineer
cc: 2023 Petition File

DEPARTMENT OF PUBLIC SAFETY
LIVONIA FIRE & RESCUE

ROBERT JENNISON
FIRE CHIEF



MAUREEN MILLER BROSNAN
MAYOR

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

DATE: June 22, 2023

TO: Scott O. Miller, Planner IV

FROM: Livonia Fire Prevention Division

SUBJECT: Petition 2023-06-02-06 29200 Vassar Ave. Self-Storage Units

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

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

1. Subject building(s) are to be provided with an automatic sprinkler system, and on-site hydrants shall be located between 50 feet and 100 feet from the Fire Department connection.
2. A fire access road shall be provided with not less than 20 feet of unobstructed width and have a minimum of 13 feet 6 inches of vertical clearance in accordance to 18.2.3.4.1.1 and 18.2.3.4.1.2 of NFPA 1, 2015.
3. Chapters 8 & 9 shall be followed as they relate to Fire Protection features and Alarm Systems NFPA 101, 2015 edition.

A further detailed plan review will take place when this division receives an official plan set.

Sincerely,

Brian Kukla

Brian Kukla
Fire Marshal

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE

THOMAS GORALSKI
CHIEF OF POLICE



MAUREEN MILLER BROSAN
MAYOR

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

June 13th 2023

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

Re: **Petitions 2023-06-02-06 - 29200 Vassar Avenue**

Mr. Miller,

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

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

Sincerely,

FOR THE CHIEF OF POLICE,

Paul Walters, Sergeant
Traffic Bureau
(734) 466-2107

INSPECTION DEPARTMENT

BUILDING
HEATING
PLUMBING
ELECTRICAL
ZONING
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: June 27, 2023

To: Scott O. Miller

From: Jerome Hanna

RE: Petition 2023-06-02-06 – 29000 Vassar Avenue

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

1. The petitioner's proposal is a change in use. This would require the proposed space to conform to all current barrier-free building and mechanical codes and standards. This will be addressed further during plan review if this project moves forward.
2. A minimum of one barrier-free van-accessible parking space is required. This space is to be 8' wide with an 8' wide hashed access aisle next to it. This space shall also have signage per code.

This Department has no further objections to this Petition.

I trust this provides the requested information.

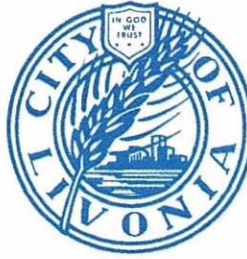
Jerome Hanna

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

June 26, 2023

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

Petition 2023-06-02-06 - 29200 Vassar Avenue

Dear Mr. Miller,

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

Please contact me if you have any further questions.

Very truly yours,

Connie Kumpula
Chief Accountant

CK: jw

OFFICE OF THE TREASURER

LYNDA L. SCHEEL
CITY TREASURER



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

June 19, 2023

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

Re: Petition 2023-06-02-06

29200 Vassar Avenue
ServiceMaster

Dear Mr. Miller,

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

Sincerely,

A handwritten signature in blue ink that reads "Lynda L. Scheel".

Lynda L. Scheel
Treasurer, City of Livonia

OFFICE OF THE MAYOR

Maureen Miller Brosnan
MAYOR

Linda Gosselin
ASSESSOR



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2220
assessorforms@livonia.gov

June 12, 2023

To: Planning Department

Re: **Petition 2023-06-02-06** **29200 Vassar Ave.**

A request has been made by Gerald Todd Clark on behalf of ServiceMaster requesting a special waiver use approval for property at 29200 Vassar Avenue, parcel number: 003-01-0423-000. The plan involves conversion of an existing 8-story office building with a portion of the property split to include five (5) single-family residential lots. The parcel in total is 4.47 acres and would only be allowed four (4) total splits which would mean three (3) lots for the residential parcels. Please direct any questions to the Assessor's Office or Livonia.gov for the lot split and combination process.

Kindest Regards,

Kathie Siterlet
Residential Appraiser

**EXECUTIVE SUMMARY OF
SELF STORAGE 101 SITE AND MARKET FEASIBILITY STUDY
FOR 29200 VASSAR STREET, LIVONIA, MICHIGAN**

Self Storage 101, a nationally recognized and independent professional firm with expertise and significant experience in self-storage properties nationwide as well as southeastern Michigan, has been engaged to prepare a site and market feasibility study for 29200 Vassar Street in Livonia, Michigan based upon the project proposed by ServiceMaster / My Space Self Storage (the "Project").

1. Market Analysis (Page 5)

Self Storage 101 conducted a comprehensive study of the Project market area to determine underlying fundamentals that impact the occupancy rates and rental rates including the following:

- Study focuses on a trade area radius of three miles with a minimum population of 50,000;
- Survey of competing facilities within the trade area, including number of units and occupancy rate;
- Demand for self-storage based upon demographic variables, including population, percentage of renters, average household size and average household income; and
- Generally speaking, oversupplied markets have occupancy rates of less than 80% and undersupplied markets have rates greater than 90%.

2. Report Conclusion (Page 10)

Based upon the hard data collected by Self Storage 101, they have concluded that "the project is financially viable for self-storage space contemplated by the developer and in particular climate-controlled space. Various factors clearly indicate there is sufficient unmet demand for new self-storage space, particularly climate-controlled space contemplated by the subject development, despite the existing supply of self-storage space in the market."

3. Supporting Data (Page 10)

The conclusion of Self Storage 101 is based on the following:

- Square foot demand calculations and occupancy levels indicate the subject market up to the 3-mile demographic profile is underdeveloped

for storage space and there is sufficient unmet self-storage demand for the contemplated development.

- The subject site's financial viability is positively impacted by moderately high rental rates for climate controlled self-storage space in place at market competitors.

4. **Market and Site Grade Ratings** (Page 11)

Self Storage 101 has a grade rating system for each market and site it reviews. Self Storage 101 has rated both the market and development site as "B+":

"We consider this a "B+" market due to the mostly moderately high to high occupancy levels, the calculation of potential unmet demand for additional self-storage space in the market, the moderate to moderately high rental rates for self-storage space, the moderate to moderately high per capital and household income levels, the moderate population density and modest projected population growth."

With respect to the site rating of B+, Self Storage 101 has indicated visibility and access is "Excellent" and traffic counts, surrounding neighborhood and location are "Good."

5. **Competitor Analysis** (Pages 35-54)

This section of the study includes a comprehensive analysis of and information regarding the competitors within the market area.

6. **Self Storage 101 Recommendation** (Page 12)

Self Storage 101's final recommendation is as follows:

"We highly and confidently recommend the developer of the subject site pursue the completion of this project as envisioned. We have no doubt that it will perform based on the thousands of other feasibility studies we have conducted over the years."

Prepared by:
Plunkett Cooney
June 30, 2023

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PRE-DEVELOPMENT SELF-STORAGE SITE & MARKET FEASIBILITY STUDY



Site Location:
29200 Vassar Street
Livonia, MI 48152

Client: Gary Gerrits

Market and Feasibility Analysis performed by: Self Storage 101



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FOREWARD

The client has engaged Self Storage 101 to conduct a Pre-Development Self Storage Site and Market Feasibility Study for a specific development site or conversion. The purpose of this report is to provide an in-depth review of the subject site and micro market as each relates to the potential opportunity for successful self-storage management and development at a specific site. This study researches the competitive self-storage market as related to demographic and competitive data, the subject site's location, visibility and other attributes and its place within the existing self-storage market. The report contains a complete profile of the existing self-storage competitors and provides documentation as to their relevance within the subject market and the competitive impact on the potential development of the subject property.

When reviewing the viability and 'marketability' of a potential self-storage location, Self Storage 101 reviews four distinct areas that are critical in determining the subject site's market position and potential for acceptable financial returns:

- 1) **The Site and its Location.** As self-storage has become ever more a retail-type business, facility location has become more critical than in past times when self-storage facilities were in industrial parks or behind the local airport. When looking at the specific location, we are evaluating the site for its visibility, accessibility and relation to the other self-storage competitors. While contemplating a potential site's suitability it is important to review signage and other marketing opportunities necessary to enhance the subject location's 'statement' within the market. It is also important to note the following as they relate to market position:
 - a. **Amenities.** Self-storage customers are becoming more discerning about their self-storage choices and those facilities lacking in 'market amenities' are finding themselves at a disadvantage.
 - b. **Curb Appeal.** Self-storage customers sometimes make their decisions regarding a specific site based on the initial look of the facility. A dirty, debris-laden parking lot and trashy landscaping is likely indicative of a poorly managed facility and uncaring managers.
 - c. **Specials and Discounts.** The more competitive a market, the more likely it is that a facility will be forced to integrate some type of move-in discounting in its marketing scheme.
 - d. **Statistics.** Most self-storage customers 'shopping' for storage end up renting storage. A critical question to ask when reviewing a self-storage facility is 'would a potential customer rent here?' and if not, why not.

- 2) The Market.** Self-storage demand in any market is determined by the needs of potential customers and thus, simply adding more self-storage inventory does nothing to increasing that potential demand. A crucial piece of the 'marketability' and viability puzzle is attempting to determine if there is sufficient demand for additional self-storage supply. New self-storage customers can come from only a small number of demand pools: population growth, commercial growth or pent up demand not being met by the existing competitors. An underlying question we must ask in evaluating a potential self-storage location is 'why would potential self-storage customers rent here?' What about the market or location indicates that the subject site should and likely will garner an acceptable and profitable share of the move-in activity?

Market Analysis

A comprehensive study of the market area is necessary to determine the underlying fundamentals that impact the occupancy rates and rental rates.

The first step is to define the trade area as a radius. Generally, a suburban property will have a trade area radius of three miles; a more rural property may have a trade area radius of five or 10 miles. Very dense areas, such as Manhattan, may only require a trade area of one mile. The general rule of thumb is to have a minimum population of 50,000, however, there are many market areas that have a much lower population and are still viable.

Next, a survey of all the facilities within the trade area must be taken. The most important information to be gathered includes the number of units, the net rentable area, and the occupancy rate. While this information can be difficult to obtain, due to its proprietary nature, estimates should be obtained from sources such as assessor's offices, phone surveys, and other public sources. This will allow the supply per foot to be calculated.

Demand for self-storage is difficult to quantify; however, the following four demographic variables have been shown to induce demand for self-storage: population, percentage of renters, average household size, and average household income. Additionally, there may be further demand factors that are difficult to quantify such as a nearby university or highway. An estimate can also be compared to the average supply on the state and national level.

On a per-person basis, if the supply is less than the demand, the market is deemed to be under-supplied. If the supply is greater than the demand, the market is deemed to be over-supplied. As a test of reasonableness, a comparison of the conclusion to the average occupancy in the trade area can be made. Generally speaking, over-supplied markets have occupancy rates less than 80 percent and under-supplied markets have rates greater than 90 percent. A market with an average occupancy rate between 80 and 90 percent is deemed to be near equilibrium.

Understanding the supply and demand of the trade area is a key component to analyzing and forecasting rental rates.

- 3) The Competitors.** Determining the rates, occupancy levels and amenities offered by the market competitors is an important factor in determining the quality of the local self-storage market and the propensity for a reasonable occupancy level and revenue growth for a new self-storage development. Our in-person evaluations of the market competitors are designed to compile both anecdotal and quantitative evidence of the 'marketability' of a self-storage facility. The days of 'build it and they will come' are long over within the self-storage industry. Therefore, more than ever before it does matter what the competitors are offering to entice potential customers. There simply may not be enough potential customers looking for storage in a market and any new development will have to be positioned within the market to garner an acceptable percentage of the existing self-storage demand.

4) The Manager. There are very few business models that are as ‘manager-centric’ as self-storage. Oftentimes, customers do not remember the name of the facility but they almost always know the name of the manager. **We believe that an A+ facility with a C- manager is a C- operation.** It is critical that a self-storage company hire, train and develop on-site managers at the highest level. The view of managers as ‘baby sitters’ reflects a view of the business model that is no longer viable. A self-storage manager must have excellent sales abilities, know how to use effective collections techniques and know how to utilize effective time management skills. In an ever increasingly competitive business cycle, self-storage facilities must have a better trained and more professional manager than their competitors. Our evidence shows that in most any self-storage market, the facilities with the most professional managers almost always have the highest occupancy levels and the highest market rates.

It is important to note that ‘manager’ can also indicate the ‘management’ of the site as a growing number of self storage facilities are being developed as automated, unattended facilities. Our commentary related to the necessity of a higher quality manager also relate to those aspects of managing an unattended facility:

- A high quality call center is vitally important to an unattended self storage facility as most rental functions are now handled by the call center:
 - Self storage rentals
 - Payments
 - Customer service issues
 - Overlock process
 - Collections calls
 - Lien and auction process
- Just as important is a high quality, professional website:
 - Online rentals and payments
 - Dynamic pricing
 - Effective SEO efforts

This report was prepared exclusively for our client. While every attempt is made to provide the highest level of accuracy and reliability, it must be recognized that the report relies in some part on written and verbal information provided by others. In some instances, these sources are competitors, who may have a vested interest in skewing data. Every attempt has been made to eliminate possible misrepresentations. Self Storage 101 accepts no responsibility and shall not be liable for misinformation, either intentional or accidental, and cannot be held responsible for any decisions the developer may make based on this report. Reliable sources and redundant checks are employed, but there is always an outside chance that data can be missed. One should be aware of that fact in decision making based on this report.

Some preliminary construction costs estimates have been provided within the report. Although we attempt to determine current materials and construction costs, no representation is made as to their entirety or accuracy. We have provided these estimates for reference and these estimates are for the purposes of making an initial determination as to the return on investment, cash-on-cash returns and other such investment analysis.

It should be noted that the assumptions herein are based on the use of seasoned professionals in the development, entitlement, design, construction, marketing and management of the property.

Self Storage 101 states that it has no financial interest in the development of this proposed project. The payment of professional fees agreed upon for this report was in no manner contingent upon the results and opinions stated within this report.

SELF STORAGE INDUSTRY¹

FIGURE 1-1:
Total Households vs. Self Storage Renter Households

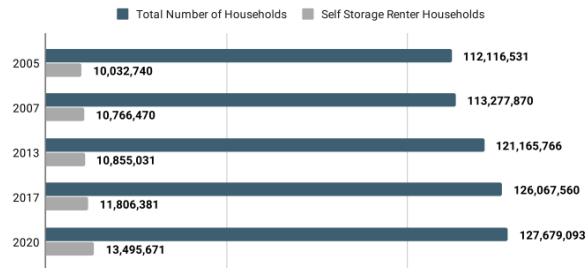


FIGURE 1-2:
Self Storage Penetration

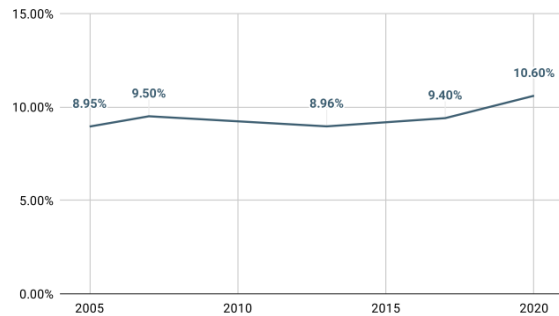
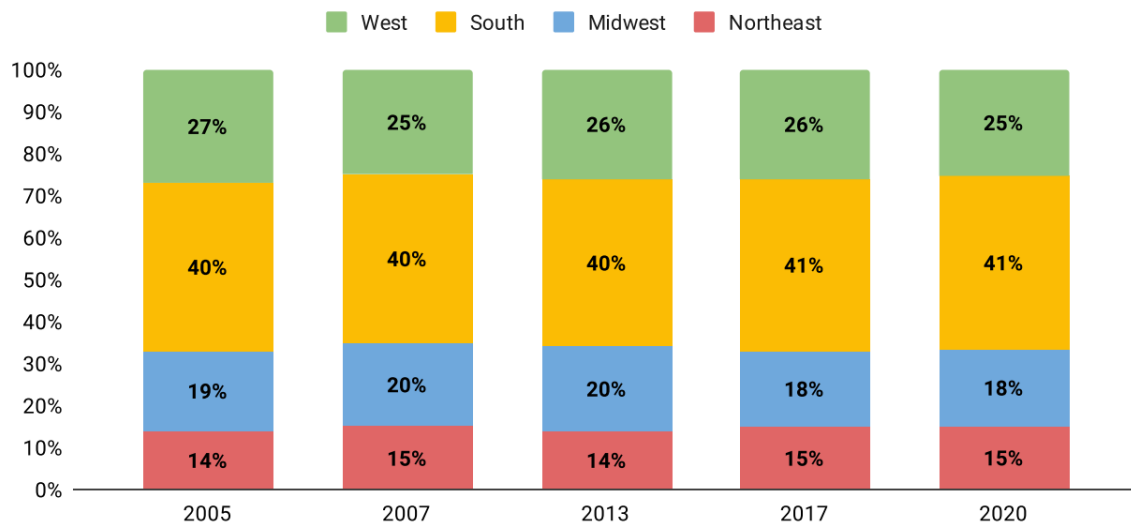
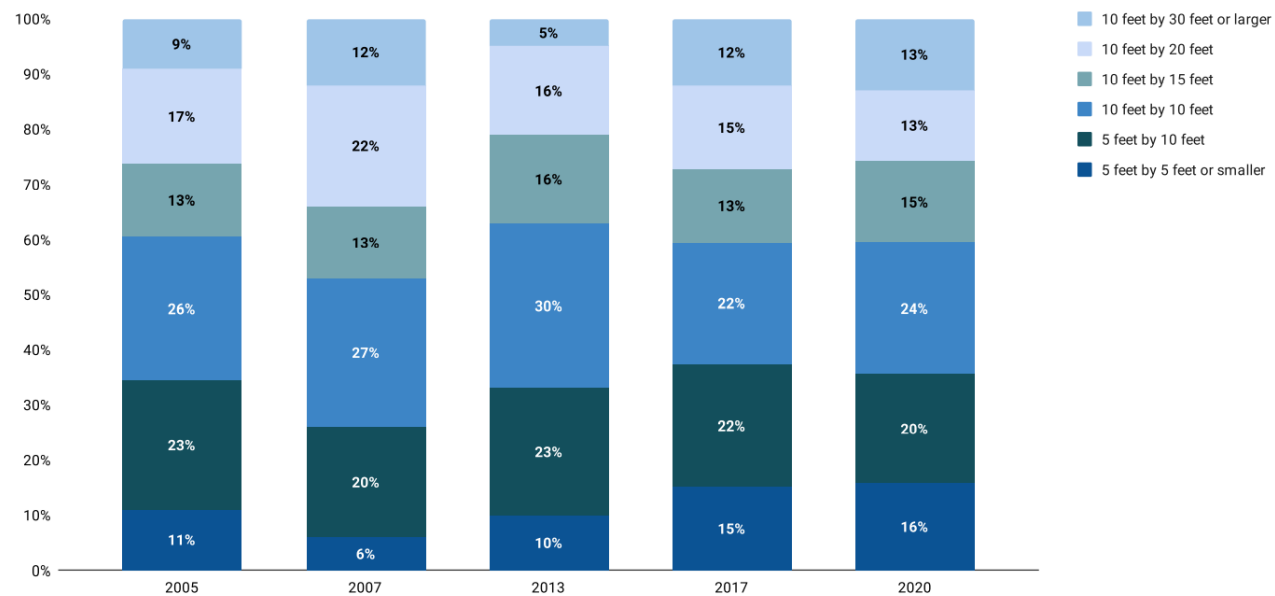


FIGURE 1-3:
Self Storage Users by Region



¹ Information from SSA 2020 Demand Study

Primary Unit Size



CONCLUSIONS AND RECOMMENDATIONS

On or about April 27, 2023, the partners of Self Storage 101 conducted a Self-Storage Market and Feasibility Study for a specific potential development or conversion site in the Livonia MI market. The study included an offsite examination of the subject property, a review of the self-storage competitors in the market and the demographic profile of the subject market.

It is our opinion, as evidenced by the hard data collected that the project is financially viable for self-storage space contemplated by the developer and in particular climate-controlled space. Various factors clearly indicate that there is sufficient unmet demand for new self-storage space, particularly climate-controlled storage space, as contemplated by the subject development, despite the existing supply of self-storage space in the market. These factors are explored further in the “Demand” section of the report. Additionally, our analysis concludes that acceptable financial assumptions and returns can be met and that these return calculations would not be negatively impacted by what we have calculated for the lease-up period and moderate rental rates.

Our opinion is based on the following:

- The square foot demand calculations and anecdotal occupancy levels indicate that the subject market up to the three-mile demographic profile is underdeveloped for storage space and there is sufficient unmet self-storage space demand for the contemplated development.
- The developer should plan to utilize the services of a professional third-party management company which will afford the subject facility a marked operational and marketing advantage over several of the market competitors.
 - The sophisticated online marketing and other marketing programs employed by these companies and their ability to garner their “fair share” of self-storage market results in a quicker lease up period than would otherwise be expected.
 - The sophisticated revenue management systems and algorithms employed by these companies results in increased incomes and asset value than would be otherwise realized.
 - This recommendation is not intended to infer that this facility would negatively impact the neighboring self-storage facilities’ performance, but simply intended to point out the benefits of professional third-party management to a developer.
- The subject site’s financial viability is positively impacted by the moderately high rental rates for climate-controlled self-storage space in place at the market competitors.
 - The average rental rate for a 10x10 non climate unit is \$114 per month while the average rental rate for a 10x10 climate unit is \$131 per month.
 - The ‘blended’ rental rate for the indicated unit mix is \$17.05 per square foot (per year), a rental rate generally found to be high enough to warrant new development.

- The financial viability of the subject project assumes the developer's ability to complete the development for the development costs indicated.
- The stabilized income statement would indicate an appropriate value to assure adequate and appropriate returns.

We believe the subject development is represented as a 'B+' market and the site is a 'B+' site.

We consider this a 'B+' market due to the mostly moderately high to high occupancy levels, the calculation of potential unmet demand for additional self-storage space in the market, the moderate to moderately high rental rates for self-storage space, the moderate to moderately high per capita and household income levels, the moderate population density and modest projected population growth.

Market Vacancy – We noted the market competitors have mostly moderately high to high occupancy levels which indicate unmet demand for units in the area.

Rental Rates – Rental rates in the subject market area are moderate to moderately high.

Population Density – The subject market has a moderate population density.

Income Levels – The subject market has a moderate to moderately high per capita income level and household income level.

Population Growth Projections – The subject market is projected for a +/-1.7% increase over the next five years.

Demand Analysis – The three-mile subject market is under-developed.

Factor	Excellent	Good	Average	Poor
Market Vacancy		XX		
Rental Rates		XX		
Population Density			XX	
Income Levels		XX		
Population Growth Projections			XX	
Demand Analysis			XX	

We consider this a 'B+' site due to the location with excellent visibility and good access from a moderate to moderately high traffic count roadway, the close proximity to residential customers and the potential for population drive by opportunities in close proximity.

Traffic Counts – The subject site is located on a moderate to moderately high traffic count roadway.

Access – Customers will have very good access from the roadway.

Neighborhood – The neighborhood in closest proximity to the subject site is primarily commercial enterprises, vacant land parcels and single-family homes.

Location – The subject site does fit well into potential customers' commute patterns.

Factor	Excellent	Good	Average	Poor
Traffic Counts		XX		
Visibility	XX			
Access	XX			
Neighborhood		XX		
Location		XX		

The amount of self-storage space owned and operated by sophisticated, institutional operators in the market does indicate that rental rate increases should be expected as occupancy levels increase. Proforma increases in the rental rates will be influenced by the presence of properties owned and/or managed by institutions.

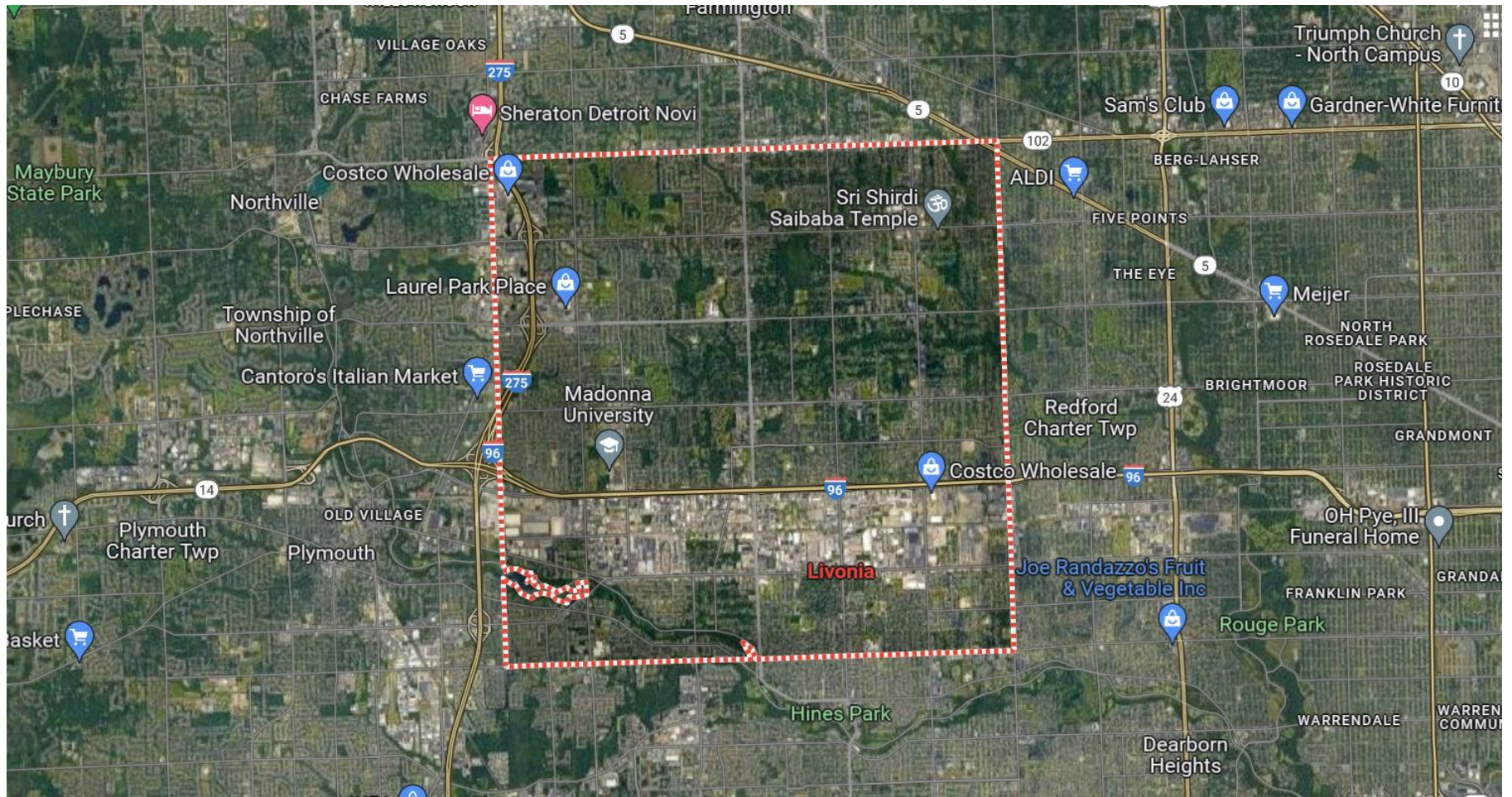
In markets where institutional investments have been made, once projects meet stabilized occupancy, rental rates tend to be aggressively managed, thus creating opportunities for increased rents. Where institutionally owned/managed projects are not prevalent, owner-managed properties tend to have lower rents and a greatly reduced propensity for annual and/or aggressive yield and revenue management. The first paradigm does exist in the Livonia market, and therefore rental rates will increase as occupancy levels increase.

We believe that a third-party management company engagement regarding the subject facility will mitigate and risk with this particular self-storage asset.

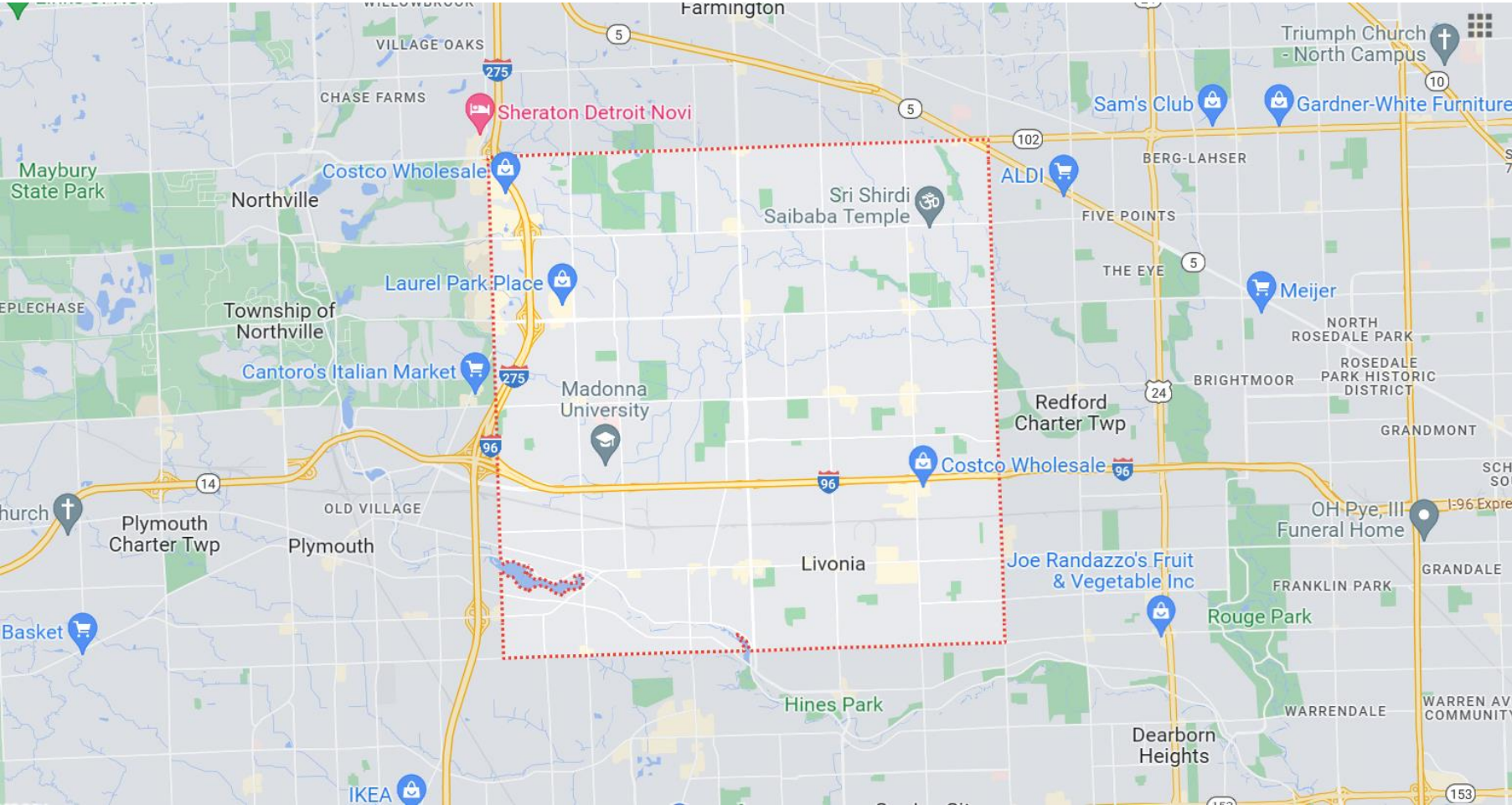
We highly and confidently recommend that the developer of the subject site pursue the completion of this project as envisioned. We have no doubt that it will perform based on the thousands of other feasibility studies we have conducted over the years.

SUBJECT MARKET INSPECTION

AERIAL VIEW



MAP VIEW



SUBJECT SITE EVALUATION

Location: Vacant commercial land parcel located with visibility and access from a moderate to moderately traffic count roadway in the Livonia market.

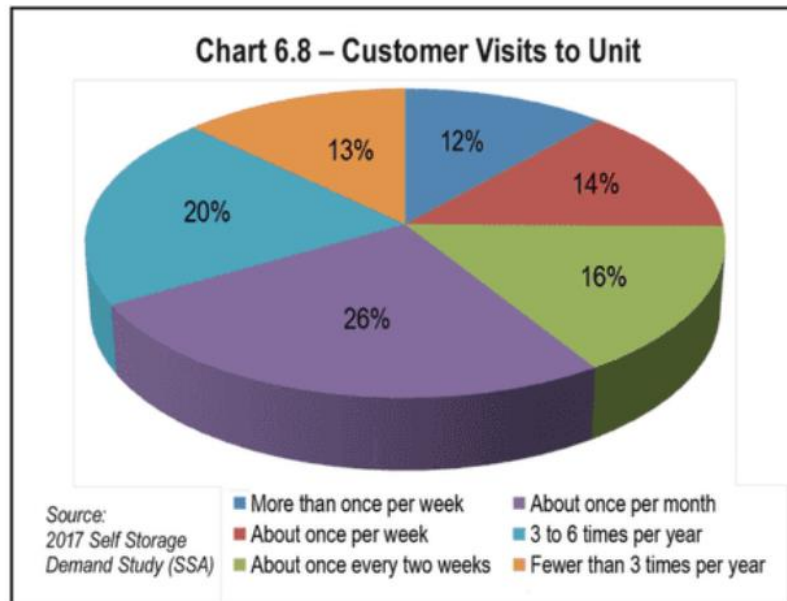


PROJECT DESCRIPTION

A multi-story self-storage facility is proposed as a conversion project located at a vacant commercial building located on Vassar Street in Livonia MI. The site is approximately one acre and proposed construction would include an inventory of climate controlled, interior access self storage space newly developed within the vacant commercial building. This facility will likely not include an onsite manager's apartment but will include an office conducive to conducting storage rental and sales operations. Feasibility of the project would be contingent upon all approvals, permits and licenses being obtained.

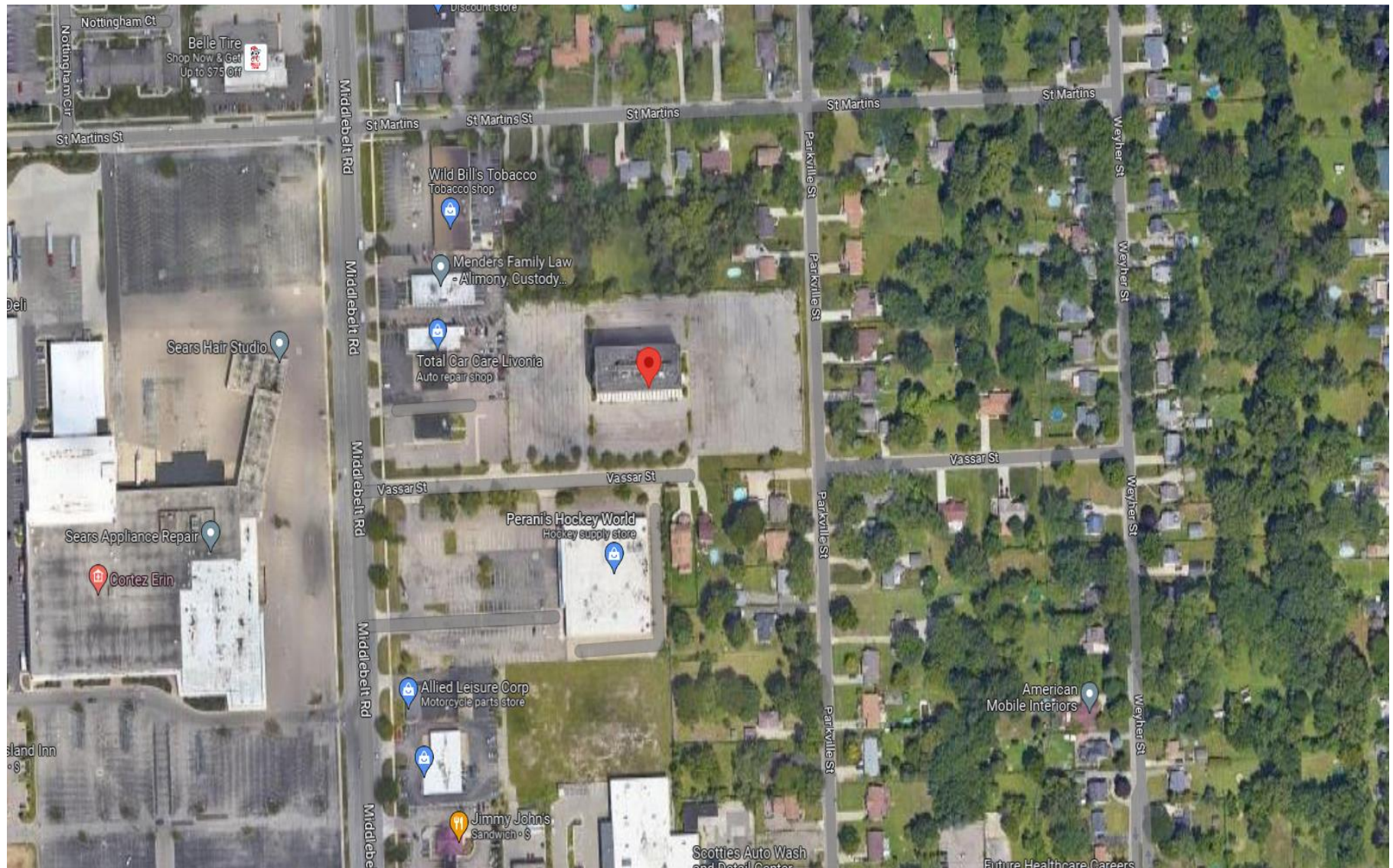
The self-storage facility project will likely have the following attributes:

- An office of approximately 750 square feet of 'A' quality which would be conducive to rental and sales operations.
- The facility would not include an onsite manager's apartment. Consider that:
 - The costs related to completion of a modest apartment can be \$50,000-\$60,000 or more.
 - The space used, approximately 1,200 square feet, cannot be rented, representing a potential loss in income comparable to the per square foot rate of climate-controlled space.
 - Replacing a manager who lives in an on-site apartment can prove to be problematic.
 - Acquisition-minded self-storage companies may not, and likely will not, require or prefer an apartment.
- The layout of the site should include a main entry point with a key pad entry and computer access controlled entry doors. This design:
 - Allows for better tenant monitoring as access points and histories are documented.
 - Helps control delinquencies as past due tenants are typically not allowed to access their storage unit and are hindered from doing so by way of suspension of their security access code.

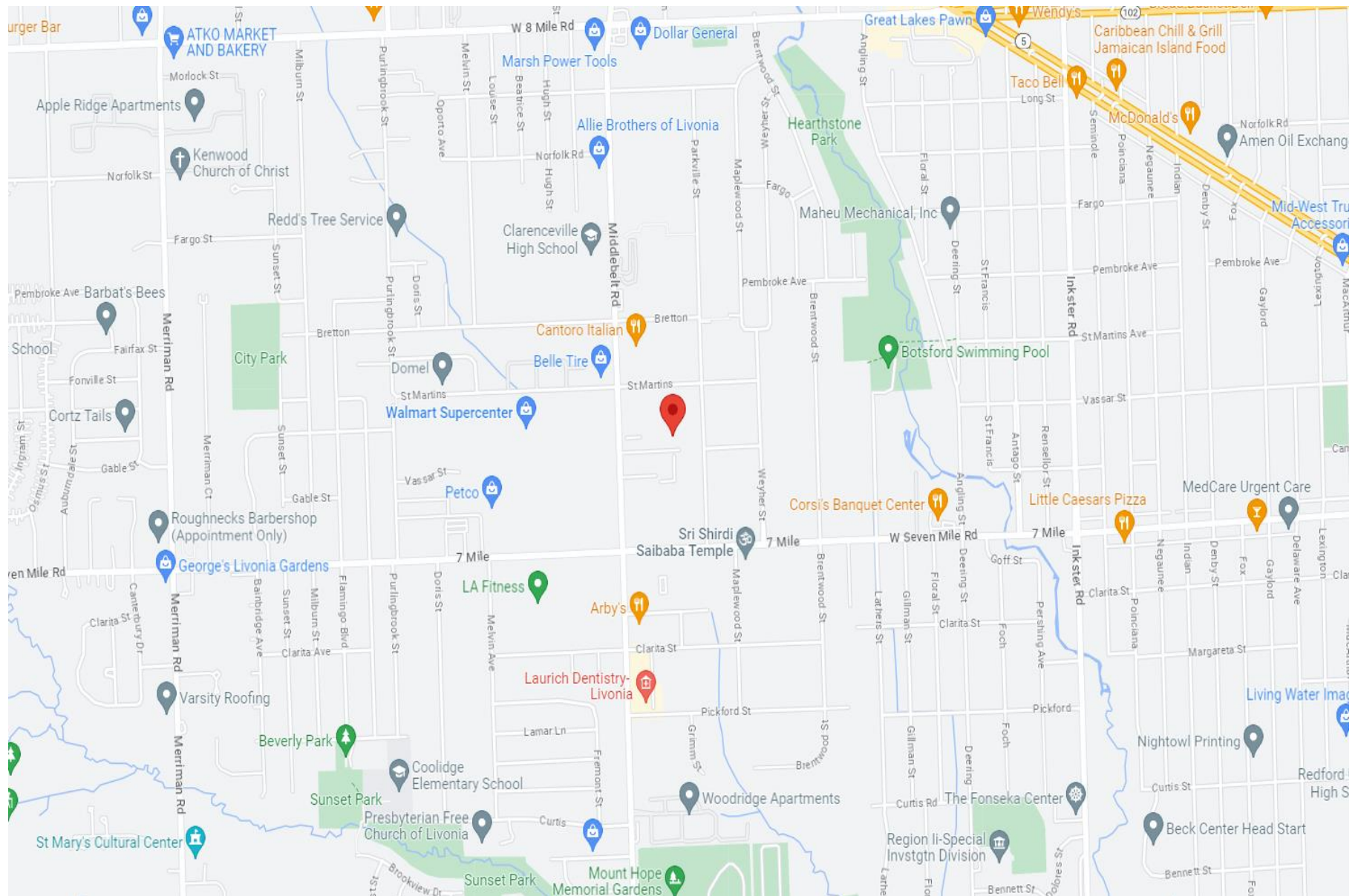


- Approximately 98,365 rentable square feet of rentable self-storage space configured as:
 - Approximately 3,143 square feet of first floor interior access climate controlled self storage space.
 - Approximately 80,222 square feet of upper floor, elevator access self storage space.
 - Approximately 15,000 square feet of drive up non climate space.

AERIAL VIEW

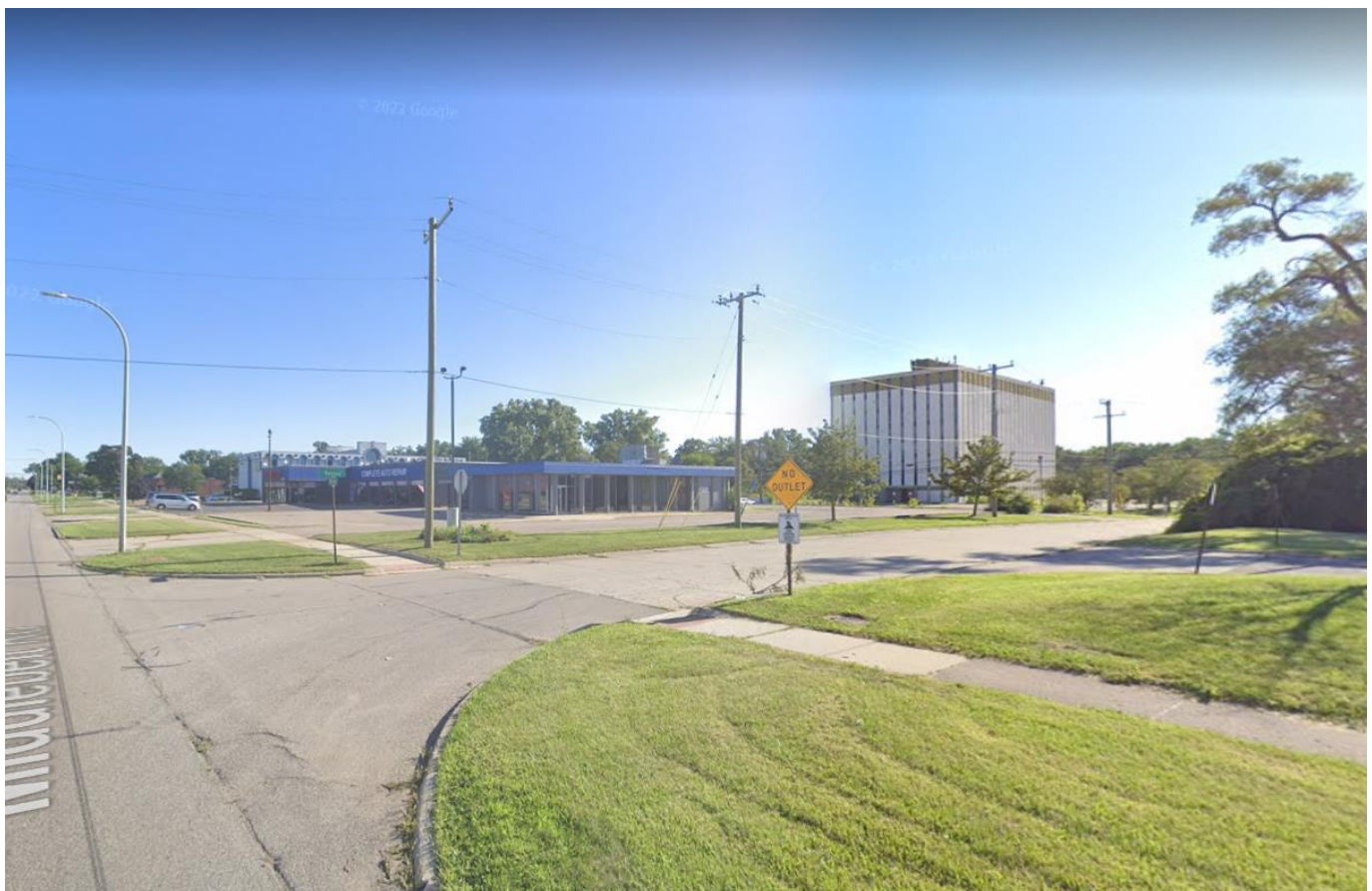


MAP VIEW



SITE EVALUATION

VISIBILITY: The subject site should be developed in such a manner as to have a high level of visibility from Middlebelt Road, what appears to be a moderate to moderately high traffic count primary roadway in the subject market. When asked “Why did you rent from a particular self-storage facility?” for a Self Storage Market Study conducted by the SSA, customers overwhelmingly responded ‘because I saw it.’ There are few market conditions that can more positively affect a potential site’s viability than high visibility from a high traffic primary arterial. Tenants tend to store close to home and at a facility that ‘fits’ into their normal commute patterns. The subject site should rank high on the ‘visibility’ scale from Middlebelt Street.



ACCESS: The subject site should have very good access for both directions of travelers on Vassar Street and Middlebelt as there are no road dividers in this section of either roadway.



TRAFFIC COUNT: The subject site is located with very good visibility and good access from what appears to be a moderate to moderately high traffic count roadway in the subject market. Since a large percentage of potential self storage customers tend to gravitate to a particular facility because of an initial drive-by, we encourage the developer to take advantage of the lack of internet presence and sophistication on the part of some the market competitors and to take advantage of the visibility from the roadway by maximizing the amount of signage allowed at the site.

We would also encourage the developer to create and implement a robust, effective internet marketing plan, including a professional website with online rates and reservations, as well as concerted SEO (search engine optimization) efforts, in order to take further marketing advantage over some of the competitors.

LOCATION RELATIVE TO COMPETITORS: The subject site does appear to enjoy some level of location advantage as it is located with very good visibility and access from a higher traffic count roadway than some of the competitors.

It is important to note that the subject property should have a distinct management advantage over all of the competitors. Self-storage is a highly 'manager-centric' business model and the level of management expertise in the Livonia sub-market is, at best, mediocre to poor. Our opinion is based on making phone call to some of the competitors, some knowledge of this particular sub-market and an overall knowledge base of the level of management expertise at all, if not most, of the larger self-storage operators. (For example, Uhaul generally has some of the most consistently 'C' level managers and Public Storage generally has 'B' to 'B-' managers, while Cubesmart, Extra Space and Life Storage generally have much more highly rated onsite managers).

A strong sales-oriented manager will garner his or her fair share of the self-storage market in this sub-market of Livonia.

SUBJECT MICRO MARKET

There are several self-storage competitors in the micro market. Some of the facilities are locally or regionally owned smaller sized sites with limited amenities, marketing efforts or management systems while the others are regionally or nationally owned larger sites with more up to date amenities and systems conducive to more professional management, operations and marketing.

Most of the self-storage competitors within the subject market were mostly moderately high or highly occupied, with most near or over 90% occupancy and some are closer to 95% occupancy. It is our opinion that there likely at least a modest amount of unmet demand for additional self storage space in the subject market and in particular climate controlled storage space.

The following are positive attributes relative to the micro market and the proposed development at the subject location:

- Lack of available or suitable land on high traffic roadways.
- Local zoning complications can discourage potential developers and create a higher barrier to entry.
- The prohibitive cost of suitable land would indicate that a large percentage of potential self-storage projects, either proposed or imagined, would likely lack sufficient financial returns to warrant the time, energy or financial investment necessary to start such a project.

There are various market conditions that positively impact the subject property and proposed self-storage development:

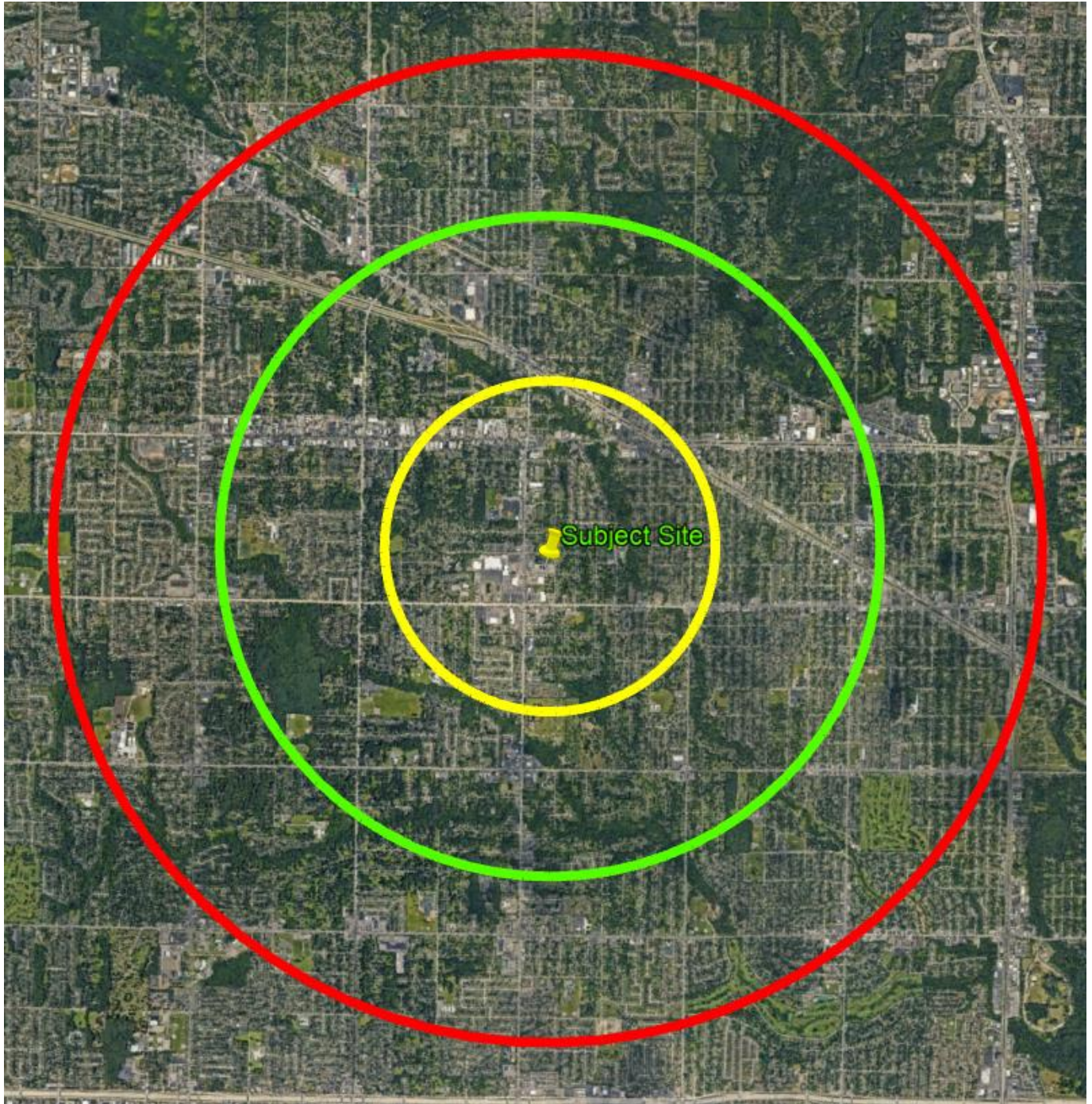
- Most of the market competitors are not aggressively marketing self-storage space. The mostly moderately high to high occupancy levels appear to preclude the necessity of aggressive move-in discounts.
- Some of the market competitors are professionally managed, either self-managed or by a sophisticated regional or national third-party management company.
- Per capita and household income levels are in the moderate to moderately high range.
- Population is projected for a modest increase in the micro market.
- Population density is in the moderate range.

There are various market conditions that negatively impact the subject property and proposed self-storage development:

- N/A

MARKET REVIEW

The following demographic profile is based on the concentric map: 1-, 2- and 3-mile radii from the subject site. It is our belief that the primary customer base for the subject site resides within three miles of the subject site.



Understanding the customer demographics of the surrounding market area is essential for storage developers, owners, and operators. Accurately identifying the types of customers, as well as their wants and needs, is critical in order to form the necessary operational and marketing decisions for a facility.

In a market area comprised of a high percentage of commercial or business tenants, add-ons such as on-site conference rooms, free Wi-Fi, central workspaces, climate control, or other amenities that carry special appeal for business customers can be profitable. In areas with older renters or senior citizens, convenience-oriented services such as professional packing and moving assistance could prove valuable.

The largest proportion of tenants is typically residential customers. While approximately 70 percent of all storage tenants tend to fall in this category, it is important to understand that these numbers can change from market area to market area. In those areas with a predominantly residential customer base, operators need to keep in mind that life changes often drive the decision to need storage. This can range from a divorce or death in the family to remodeling or selling a home.

Depending on the housing specifics in the market area, residential customers may also consist of apartment or condo dwellers who do not have enough storage space where they live. On a national basis while 68 percent of residential customers tend to live in a single-family home, nearly 30 percent reside in multi-family housing.

Another important demographic for self-storage is to know what percentage of your customers are male and female. It is noted that 85 percent of all purchases are made by women and 80 percent of all purchasing decisions are made by women. This means that although men may do the heavy lifting in terms of moving in or out of a unit, the actual rental or decision to rent was likely made by a woman. It should be noted that 57.7 percent of storage renters in 2014 were men and 42.3 percent were women. However, if 85 percent of the decisions on where to rent are actually made by women, the scales are tipped even farther in favor of women as likely storage customers.

Customer age is another demographic that should be considered, especially in terms of the amenities and services offered at a facility. The largest percentage of renters are between the ages of 46 and 55. Falling right behind that are the 36 to 45 and 56 to 65 age groups at 22 percent and 21 percent, respectively. On average, 13 percent tend to be customers over age 65. Understandably, the smallest percentage of storage customers—3 percent—is represented by millennials under age 25.

DEMOGRAPHICS²

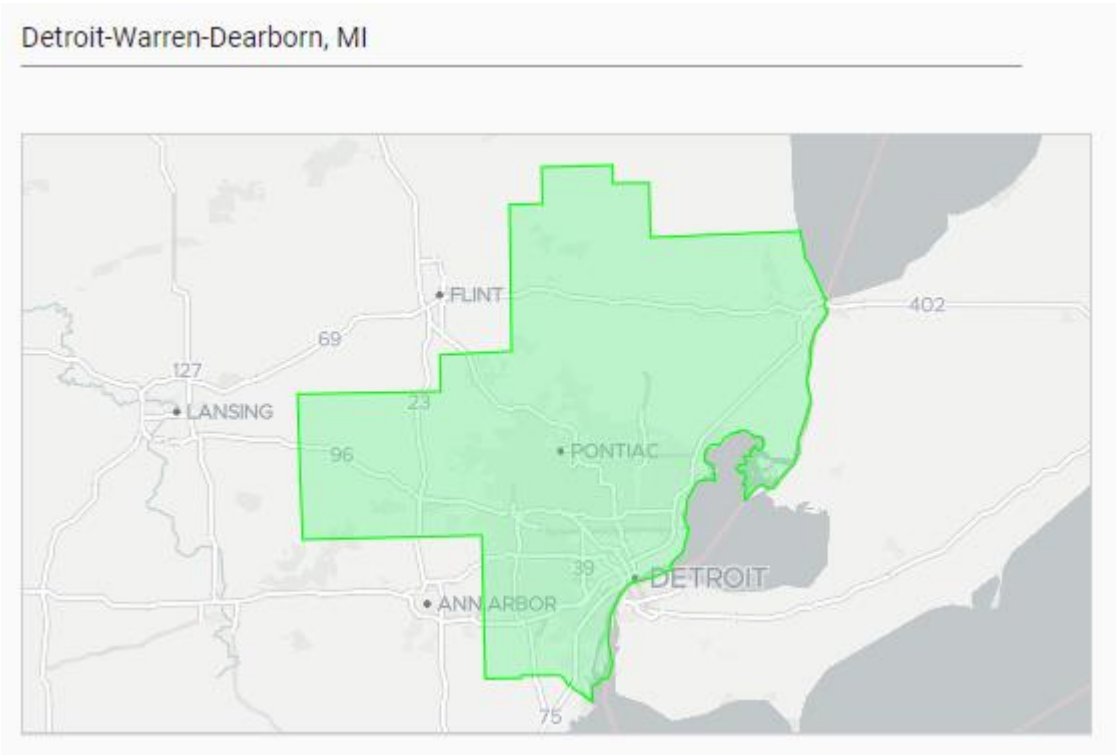
Description	1 Miles	2 Miles	3 Miles
POPULATION BY YEAR			
Population (4/1/2000)	13,078	44,666	96,461
Population (4/1/2010)	12,361	42,564	90,524
Population (4/1/2020)	12,350	42,747	92,272
Population (1/1/2022)	12,072	41,972	90,743
Population (1/1/2027)	12,260	42,683	92,325
Percent Growth (2022/2020)	-2.25	-1.81	-1.66
Percent Forecast (2027/2022)	1.56	1.69	1.74
HOUSEHOLDS BY YEAR			
Households (4/1/2000)	5,347	17,683	38,772
Households (4/1/2010)	5,150	17,474	37,196
Households (4/1/2020)	5,394	17,952	38,704
Households (1/1/2022)	5,303	17,750	38,341
Households (1/1/2027)	5,307	17,930	38,824
Percent Growth (2022/2020)	-1.69	-1.13	-0.94
Percent Forecast (2027/2022)	0.08	1.01	1.26
GENERAL POPULATION CHARACTERISTICS			
Median Age	38.7	42.4	41.5
Male	5,979	20,587	44,739
Female	6,093	21,385	46,004
Density	3,069.0	3,108.4	3,249.4
Urban	12,072	41,972	90,743
Rural	0	0	0
GENERAL HOUSEHOLD CHARACTERISTICS			
Households (1/1/2022)	5,303	17,750	38,341
Families	2,990	10,649	23,002
Non-Family Households	2,313	7,101	15,339
Average Size of Household	2.23	2.32	2.33
Median Age of Householder	51.7	53.1	53.6
Median Value Owner Occupied (\$)	157,482	149,571	156,565
Median Rent (\$)	848	882	854
Median Vehicles Per Household	2.2	2.1	2.2
GENERAL HOUSING CHARACTERISTICS			
Housing, Units	5,555	18,624	40,303
Housing, Owner Occupied	3,994	13,046	27,599
Housing, Renter Occupied	1,309	4,704	10,742
Housing, Vacant	252	874	1,962
POPULATION BY RACE			
White Alone	9,096	28,996	57,293
Black Alone	1,401	7,680	22,903
Asian Alone	534	1,488	3,128
American Indian and Alaska Native Alone	35	135	272
Other Race Alone	208	732	1,333
Two or More Races	798	2,941	5,814

¹ The demographic profile is compiled through a subscription service.

POPULATION BY ETHNICITY			
Hispanic	544	1,927	3,611
White Non-Hispanic	8,865	28,287	56,025
GENERAL INCOME CHARACTERISTICS			
Total Household Income (\$)	488,610,264	1,608,611,353	3,470,514,175
Median Household Income (\$)	71,249	71,852	70,883
Average Household Income (\$)	92,138	90,626	90,517
Per Capita Income (\$)	41,222	38,919	38,740
RETAIL SALES			
Total Retail Sales (including Food Services) (\$)	171,774	806,843	1,710,093
CONSUMER EXPENDITURES			
Total Annual Expenditures (\$000)	336,880.4	1,121,576.0	2,370,184.9
EMPLOYMENT BY PLACE OF BUSINESS			
Employees, Total (by Place of Work)	9,361	24,404	39,889
Establishments, Total (by Place of Work)	462	1,195	2,205

The demographic profile indicates that the population and household numbers are projected to modestly increase over the next five years. It also indicates that the household and per capita income levels are at moderate to moderately high numbers and the population density is in the moderate range.

MARKET SUMMARY



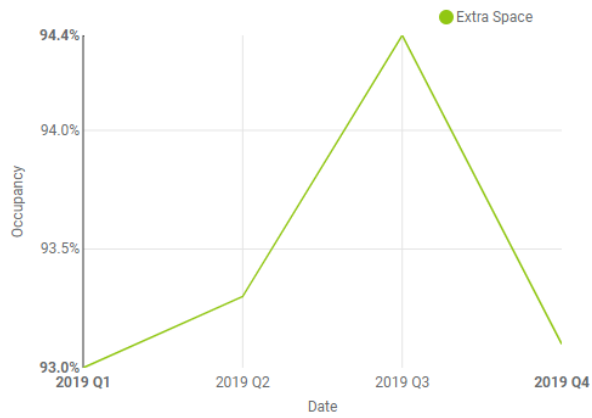
Employment



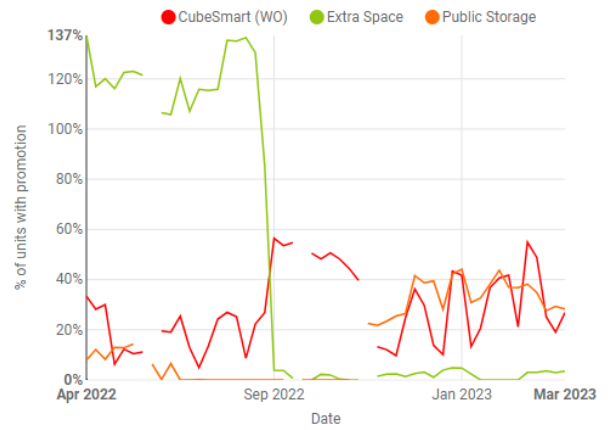
Pricing



Occupancy

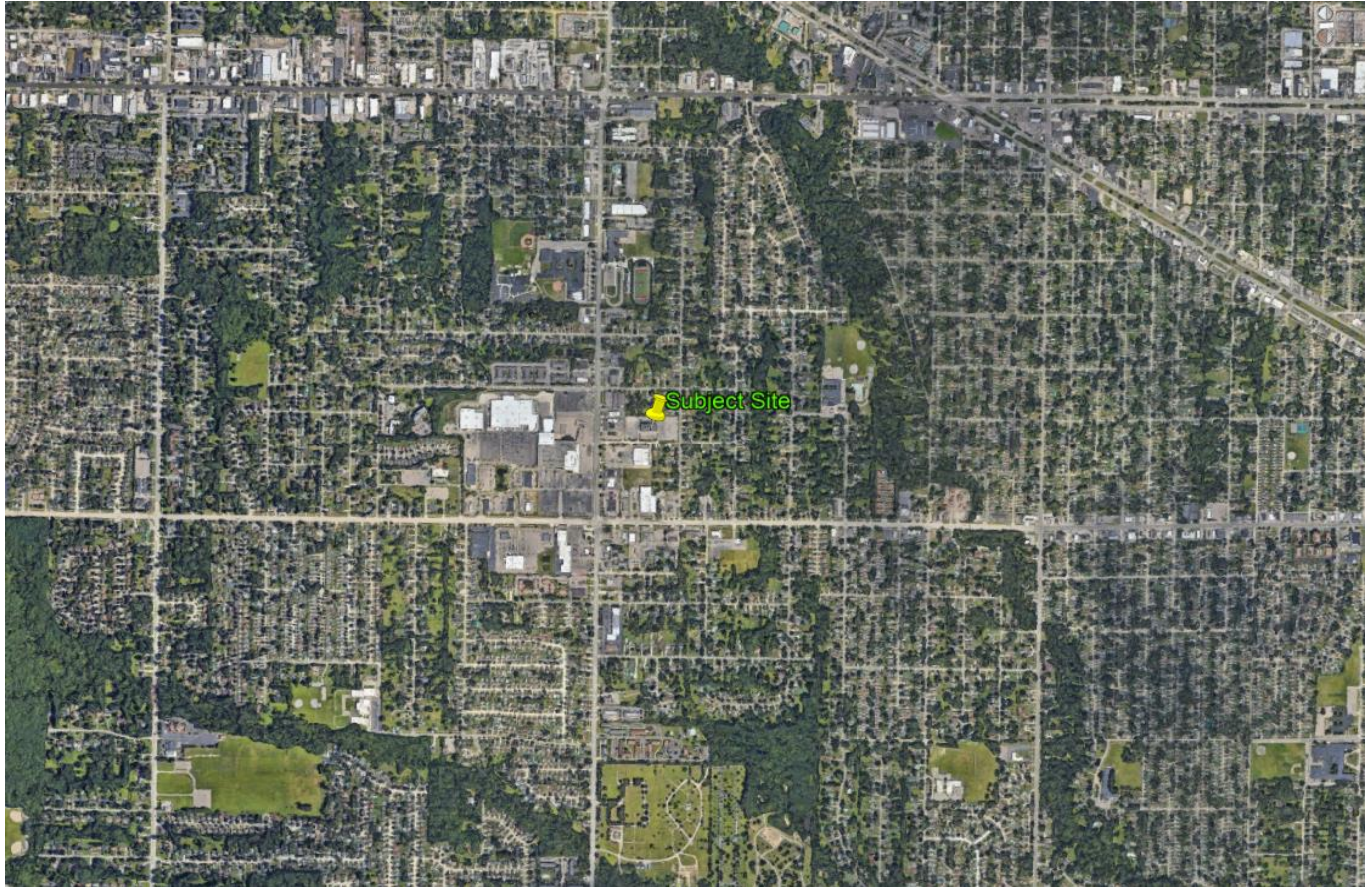


Promotions



NEIGHBORHOOD

The neighborhood in close proximity to the subject site is primarily comprised of a few vacant land parcels, single family homes and residential neighborhoods, apartments and a number of commercial enterprises of various types and sizes.

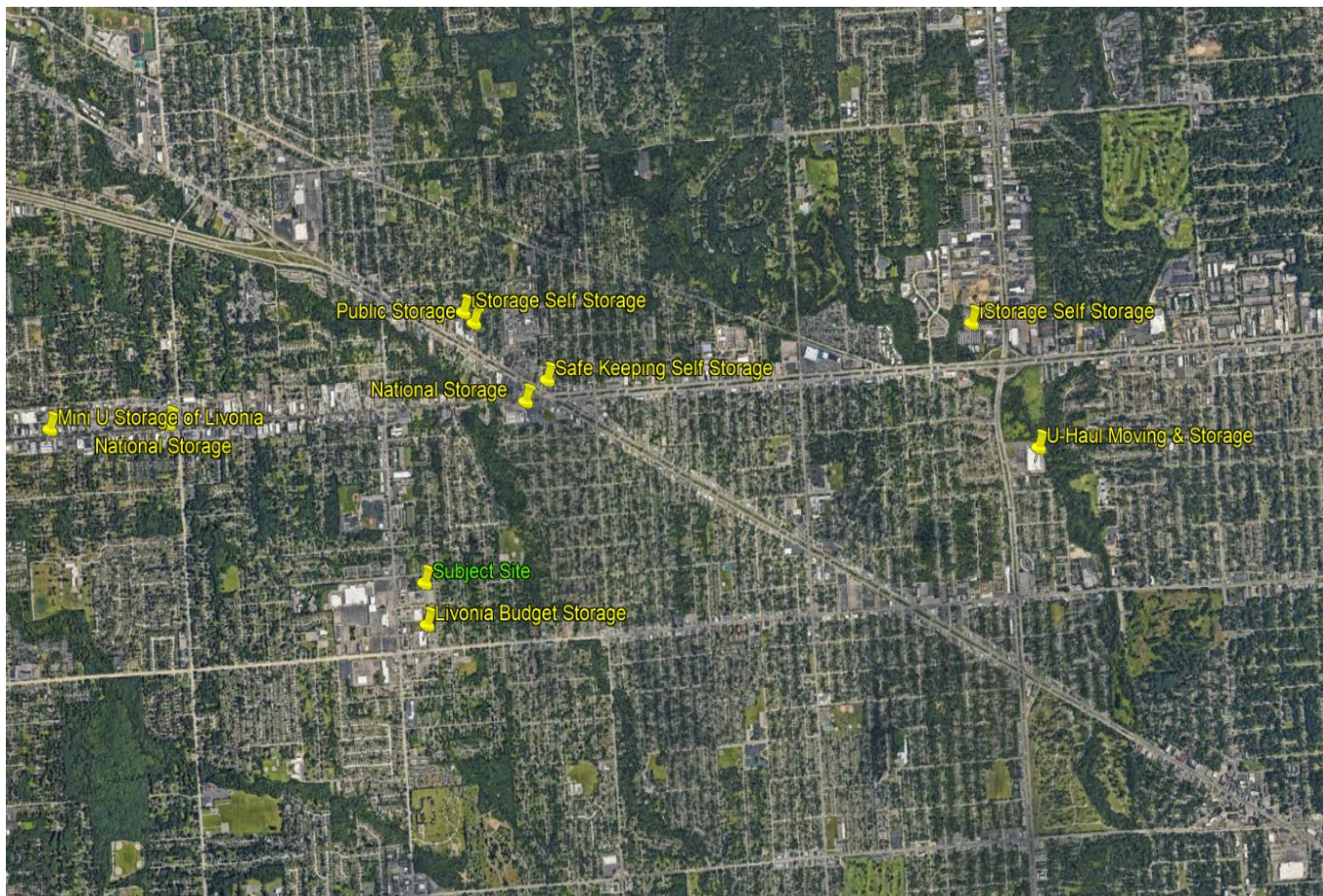








COMPETITORS BY LOCATION



We should point out that there is a clear delineation between ‘primary’ and ‘secondary’ competitors. ‘Primary’ competitors consist of those self-storage facilities that are the most likely to compete for the same tenant base as the subject site. These competitors are determined by proximity to the primary market, amenity level, marketing prowess and management expertise. A self-storage facility that is close in proximity may not necessarily qualify as a primary competitor if the level of amenities is low, they have no marketing in place or the management is of a very low quality.

When deciding on the primary competitors, we ask ourselves ‘if a prospective tenant does not rent from the subject site, where would they rent?’

COMPETITOR ANALYSIS

An important step in determining the feasibility of building a self-storage facility at a location is the level and quality of competition within the target market area as well as the potential for future competition. The examination of the existing competition must be done using both market demand calculations and a review of the quality of the market competitors.

The 'quality' issues include the examination of the competitive stores' curb appeal, ingress and egress, over-all visibility, the professionalism of the management staff, security features, the facility's Unit Mix between standard and climate controlled spaces and the competitors' locations relative to the subject site within the target market area.

Competitor profiles are an important part of the feasibility analysis. The following are some of the attributes that are significant indicators of market strengths or weaknesses:

- Occupancy levels

Occupancy rates are some of the most highly scrutinized numbers in the self-storage industry. The data is often the first-place owners and operators look to gauge the success of their facilities. To sum it up in simple terms: Rising rates are considered a sign of a healthy storage business while falling rates can indicate unresolved operations problems at a self-storage facility.

Factors such as marketing campaigns, facility maintenance, and staffing issues are generally among the first areas investigated as the potential source of occupancy challenges or success. However, occupancy can expand and contract based on a variety of forces, many of which have little to do with the day-to-day

operations of a self-storage facility. Conditions outside an owner's or operator's control—such as a declining local economy or an oversaturated market.

- Rental rate growth
- Proximity to subject property
- Comparative convenience
- Comparative amenities
- Ability for competitors to expand

The competitor analysis and profiles rate the pertinent features of sites, management and product on a comparative basis. Properties are graded from A to C. This is a purely subjective analysis.

In comparative terms, the “overall” rating at the bottom of the scale (C) is typically a Generation 1 property with low visibility, poor access locations, with unattractive metal or wood buildings. The market would be an area of low density and incomes would be lower than US averages. Management would be inattentive, not sales oriented, and present themselves and the property poorly. Visibility would be poor and access would require more than one turn off the street.

At the top of the scale (A) would be a state-of-the-art property with a combination of climate controlled and direct access space. The location would be on or near “main” street, would be highly visible and access would be multi-directional. The offices would be bright and cheerful, staffed with helpful, knowledgeable salespersons. Per capita and median household incomes would be above US averages.

Self-Storage 101 also provides a notation as to the ‘generation’ of the self-storage competitor facilities. We note the facilities utilizing the following criteria:

- We would consider a facility ‘1st Generation’ or Class C:
 - Either located in a smaller market or in less desirable areas of a Top 50 MSA
 - Generally 1970’s or 1980’s vintage properties in average to below average condition
 - Generally managed by the owner and not have an on-site manager.
 - May or may not have typical amenities such as gated access, security cameras, and/or climate controlled units.
 - May have secondary, less desirable locations with generally below average access and/or limited visibility.





- We would consider a facility '2nd Generation' or Class B:
 - Located in a Top 100 MSA
 - Market has typical barriers to entry
 - More than likely built in the late 1980's or 1990's in average to good condition.
 - Basic security in place, such as some cameras and a computer controlled gated access
 - May or may not have an onsite manager's apartment
 - Has a moderately sized office with a counter and some retail sales merchandise display
 - Can have non-climate space, climate space, or both
 - Most likely located in a commercial area with other retail/service oriented businesses near
 - Probably a one-story design but may be multi story
 - Storage buildings probably metal with metal partitions







- We would consider a facility 'state of the art' or Class A:
 - Located in a Top 50 MSA
 - Market has high barriers to entry (either through lack of developable land or a lengthy entitlement process)
 - More than likely built in the 2000's
 - Security in place, including many cameras, large video display monitor in the office, computer controlled gated keypad access or entry door keypad access, and possibly individual door alarms
 - Most likely does not have an onsite manager's apartment
 - Has a large sales and business office with a counter and large merchandise display, has a retail look and design
 - Facility may be 100% climate controlled and more than likely is multi-story
 - May have wine storage
 - Is most likely located in a retail area with high traffic and very good visibility and access
 - Facility most likely has split faced block or other high end architectural treatments





Facility 'Class' Types:

Class A Facilities:

A prime location with good drive-by traffic and great visibility. In addition, these properties boast outstanding management professionals who may or may not live on site but who have excellent management and organizational skills including sales, customer service, and marketing. Often, these are newer facilities built with state-of-the-art construction materials and high-tech security, access control, and, in some cases, climate control.

Located in a Top 50 MSA

- Market has high barriers to entry (through either lack of developable land or a lengthy entitlement process)
- Generally newer facilities in good condition with state-of-the-art amenities, including climate controlled units and secured facilities with gated access
- Professional on-site and off-site management
- Minimum size of approximately 75,000 square feet
- Good location with access to attract tenants willing to pay rents in the upper percentile in the market place

Class B Facilities:

Are in good to average locations, often with modest visibility. Although they may be in good condition, they may not be as new or have the excellent curb appeal that a Class-A site typically has, and they usually lack the “bells and whistles” seen at newer facilities. Even with adequate security and management in place, these facilities do not command the high rents garnered at Class-A sites.

Located in a Top 100 MSA

- Market has typical barriers to entry
- Generally, facilities built since 1980 in average to good condition with amenities typical for its market, including secured facilities with gated access
- Full time on-site and off-site management
- Minimum size of approximately 40,000 square feet

Class C Facilities:

Many are first-generation sites in need of rehabbing. Built in single-story rows, they evoke the stereotypical image of self-storage. With less desirable locations and low visibility, they typically command lower rents. While not targeted by major operators or institutional investors, Class-C facilities can be a good investment for smaller entrepreneurs, especially given that they have lower operational costs. Moreover, these facilities do serve as a viable option for those who prefer a less expensive means of storing goods.

Either located in a smaller market or in less desirable areas of a Top 50 MSA

- Generally, 1970s or 1980s vintage properties in average to below-average condition
- Generally managed by the owner and may not have an on-site manager
- May or may not have typical amenities such as gated access, security cameras, and/or climate-controlled units
- May have secondary, less desirable locations with generally below-average access and/or limited visibility

Table 1.3 – Percentage of Facilities by Facility Age

Region	Before 1980	1980-1989	1990-1999	2000-2009	2010+
Midwest	16%	22%	30%	27%	5%
Northeast	15%	18%	23%	38%	6%
South Atlantic	15%	24%	27%	30%	4%
Southwest	15%	22%	26%	30%	7%
West	20%	27%	23%	26%	4%
National	17%	24%	25%	29%	5%

COMPETITOR PROFILES

Subject Facility: Vassar Street Livonia MI

FACILITY RATING*

Visibility:	A
Location:	B+
Neighborhood:	B+
Traffic Count:	B+
Access:	A
Property Condition:	A
Curb Appeal:	A
Drive Width:	A
Manager:	A
Office Quality:	A
OVERALL RATING:	A



*Note that the 'facility' rating may differ from the 'site' rating.

1. Livonia Budget Storage 29150 7 Mile Road Livonia, MI 48152 (734) 743-8900

Distance from Subject	Year Built	Occupancy	Net Square Feet	% Climate	REIT?	Generation
0.17 miles	2022	Lease up	+/- 78,030	N/A	No	3 rd
Climate Control	Controlled Access Gate	Single or Multi Story	Convenient Parking	Door Alarms	Cameras	Fire Sprinklers
Yes	Yes	Multi	Yes	No	Yes	No
Boat/RV Parking	Covered Parking	Truck Rental	Retail Ready Office	Resident Manager	Elevator	Drive Surface
No	No	Yes	Yes	No	Yes	Asphalt
Property Ratings	Visibility	Location	Traffic Count	Access	Condition	Curb Appeal
	A	A	A	B+	A	B+
Drive Width	Manager	Office Quality	Overall Rating	Office Hours	Office Hours	Access Hours
N/A			A	M-F 9-6	Sat 9-4 Sun 9-2	6AM-9PM Daily
Website	Online Rates?	Dynamic?	Reservations?	Specials?	Features?	Website Rating
Yes	No	No	No	No	Yes	C

	5x5	5x10	10x10	10x15	10x20	Parking
Climate Down		\$110	\$180	\$250	\$295	
Climate Up						
Non Climate						

Comments: units available

Property Photo



2. National Storage 28153 8 Mile Road Livonia, MI 48152 (248) 460-9103

Distance from Subject	Year Built	Occupancy	Net Square Feet	% Climate	REIT?	Generation
0.86 miles	2017	85-90%	+/- 51,850	25%	Yes	2 nd
Climate Control	Controlled Access Gate	Single or Multi Story	Convenient Parking	Door Alarms	Cameras	Fire Sprinklers
Yes	Yes	Single	Yes	No	Yes	No
Boat/RV Parking	Covered Parking	Truck Rental	Retail Ready Office	Resident Manager	Elevator	Drive Surface
No	No	No	Yes	No	No	Asphalt
Property Ratings	Visibility	Location	Traffic Count	Access	Condition	Curb Appeal
	A	A	A	B+	A	A
Drive Width	Manager	Office Quality	Overall Rating	Office Hours	Office Hours	Access Hours
B+			A	M-F 9-5:30	Sat 9-5:30 Sun Closed	6AM-10PM Daily
Website	Online Rates?	Dynamic?	Reservations?	Specials?	Features?	Website Rating
Yes	Yes	Yes	Yes	Yes	Yes	A

	5x5	5x10	10x10	10x15	10x20	Parking
Climate Down		\$81	\$121	\$190	\$205	
Climate Up						
Non Climate				\$170	\$175	

Comments: limited units available, half off first month for 10x15 and 10x20

Property Photo



3. Public Storage 28600 Grand Rover Ave Farmington Hills, MI 48336 (248) 381-3094

Distance from Subject	Year Built	Occupancy	Net Square Feet	% Climate	REIT?	Generation
1.09 miles	1975	90-95%	+/- 61,130	71%	Yes	3 rd
Climate Control	Controlled Access Gate	Single or Multi Story	Convenient Parking	Door Alarms	Cameras	Fire Sprinklers
Yes	Yes	Multi	Yes	No	Yes	Yes
Boat/RV Parking	Covered Parking	Truck Rental	Retail Ready Office	Resident Manager	Elevator	Drive Surface
Yes	No	No	Yes	No	Yes	Asphalt
Property Ratings	Visibility	Location	Traffic Count	Access	Condition	Curb Appeal
	A	B+	B+	B+	A	A
Drive Width	Manager	Office Quality	Overall Rating	Office Hours	Office Hours	Access Hours
B+			A	M-F 9:30-5	Sat 9:30-5 Sun 9:30-5	6AM-9PM Daily
Website	Online Rates?	Dynamic?	Reservations?	Specials?	Features?	Website Rating
Yes	Yes	Yes	Yes	Yes	Yes	A

	5x5	5x10	10x10	10x15	10x20	Parking
Climate Down	\$56/\$70	\$66/\$82				
Climate Up	\$48/\$60		\$93/\$117		\$147/\$183	
Non Climate						

Comments: limited units available, online discount

Property Photo



4. iStorage Self Storage 28650 Grand River Ave Farmington Hills, MI 48336 (248) 406-6874

Distance from Subject	Year Built	Occupancy	Net Square Feet	% Climate	REIT?	Generation
1.11 miles	2003	70-85%	+/- 121,860	79%	Yes	3 rd
Climate Control	Controlled Access Gate	Single or Multi Story	Convenient Parking	Door Alarms	Cameras	Fire Sprinklers
Yes	Yes	Multi	Yes	No	Yes	Yes
Boat/RV Parking	Covered Parking	Truck Rental	Retail Ready Office	Resident Manager	Elevator	Drive Surface
Yes	No	No	Yes	No	Yes	Asphalt
Property Ratings	Visibility	Location	Traffic Count	Access	Condition	Curb Appeal
	B+	A	A	B+	A	A
Drive Width	Manager	Office Quality	Overall Rating	Office Hours	Office Hours	Access Hours
N/A			A	M-F 10-6	Sat 10-5 Sun Closed	6AM-10PM Daily
Website	Online Rates?	Dynamic?	Reservations?	Specials?	Features?	Website Rating
Yes	Yes	Yes	Yes	Yes	Yes	A

	5x5	5x10	10x10	10x15	10x20	Parking
Climate Down						10x20 \$121/\$173
Climate Up	\$41/\$59	\$51/\$73	\$109/\$156	\$139/\$199	\$182/\$260	
Non Climate						

Comments: above units available, online discount

Property Photo



5. **National Storage** 31465 8 Mile Road Livonia, MI 48152 (248) 876-4691

Distance from Subject	Year Built	Occupancy	Net Square Feet	% Climate	REIT?	Generation
1.4 miles	1990s	85-90%	+/- 15,670	N/A	Yes	2 nd
Climate Control	Controlled Access Gate	Single or Multi Story	Convenient Parking	Door Alarms	Cameras	Fire Sprinklers
Yes	Yes	Multi	Yes	No	Yes	No
Boat/RV Parking	Covered Parking	Truck Rental	Retail Ready Office	Resident Manager	Elevator	Drive Surface
Yes	No	No	Yes	No	No	Asphalt
Property Ratings	Visibility	Location	Traffic Count	Access	Condition	Curb Appeal
	A	A	A	B+	A	A
Drive Width	Manager	Office Quality	Overall Rating	Office Hours	Office Hours	Access Hours
B+			A	By appt		6AM-10PM Daily
Website	Online Rates?	Dynamic?	Reservations?	Specials?	Features?	Website Rating
Yes	Yes	Yes	Yes	Yes	Yes	A

	5x5	5x10	10x10	10x15	10x20	Parking
Climate Down			\$113			30ft \$113
Climate Up	\$62	\$97	\$86		\$213	
Non Climate			\$76			

Comments: above units available, first 2 months free

Property Photo



6. Safe Keeping Self Storage 26400 W 8 Mile Road Southfield, MI 48033 (248) 352-4600

Distance from Subject	Year Built	Occupancy	Net Square Feet	% Climate	REIT?	Generation
1.75 miles	1990s	95-99%	+/- 44,940	89%	No	2 nd
Climate Control	Controlled Access Gate	Single or Multi Story	Convenient Parking	Door Alarms	Cameras	Fire Sprinklers
Yes	Yes	Single	Yes	No	Yes	No
Boat/RV Parking	Covered Parking	Truck Rental	Retail Ready Office	Resident Manager	Elevator	Drive Surface
No	No	Yes	Yes	No	No	Asphalt
Property Ratings	Visibility	Location	Traffic Count	Access	Condition	Curb Appeal
	A	A	A	B+	A	A
Drive Width	Manager	Office Quality	Overall Rating	Office Hours	Office Hours	Access Hours
B+			A	M-F 9-6	Sat 9-5 Sun 9-4:30	6AM-10PM Daily
Website	Online Rates?	Dynamic?	Reservations?	Specials?	Features?	Website Rating
Yes	Yes	Yes	Yes	Yes	Yes	A

	5x5	5x10	10x10	10x15	10x20	Parking
Climate Down	\$67.42			\$186.51		
Climate Up						
Non Climate						

Comments: only have above units available now

Property Photo



7. Mini U Storage of Livonia 32455 8 Mile Road Livonia, MI 48152 (248) 476-4444

Distance from Subject	Year Built	Occupancy	Net Square Feet	% Climate	REIT?	Generation
1.93 miles	1976	85-90%	+/- 76,270	0%	No	2 nd
Climate Control	Controlled Access Gate	Single or Multi Story	Convenient Parking	Door Alarms	Cameras	Fire Sprinklers
No	Yes	Single	Yes	No	Yes	No
Boat/RV Parking	Covered Parking	Truck Rental	Retail Ready Office	Resident Manager	Elevator	Drive Surface
No	No	No	Yes	No	No	Asphalt
Property Ratings	Visibility	Location	Traffic Count	Access	Condition	Curb Appeal
	A	A	A	B+	A	A
Drive Width	Manager	Office Quality	Overall Rating	Office Hours	Office Hours	Access Hours
B+			A	M-F 9-6	Sat 8-6 Sun 9-3	6AM-10PM Daily
Website	Online Rates?	Dynamic?	Reservations?	Specials?	Features?	Website Rating
Yes	Yes	Yes	Yes	Yes	Yes	A

	5x5	5x10	10x10	10x15	10x20	Parking
Climate Down						
Climate Up						
Non Climate	\$49/\$53.90	\$89/\$97	\$139/\$152	\$149/\$163	\$225/\$247	

Comments: units available, online discount, 2 months free

Property Photo



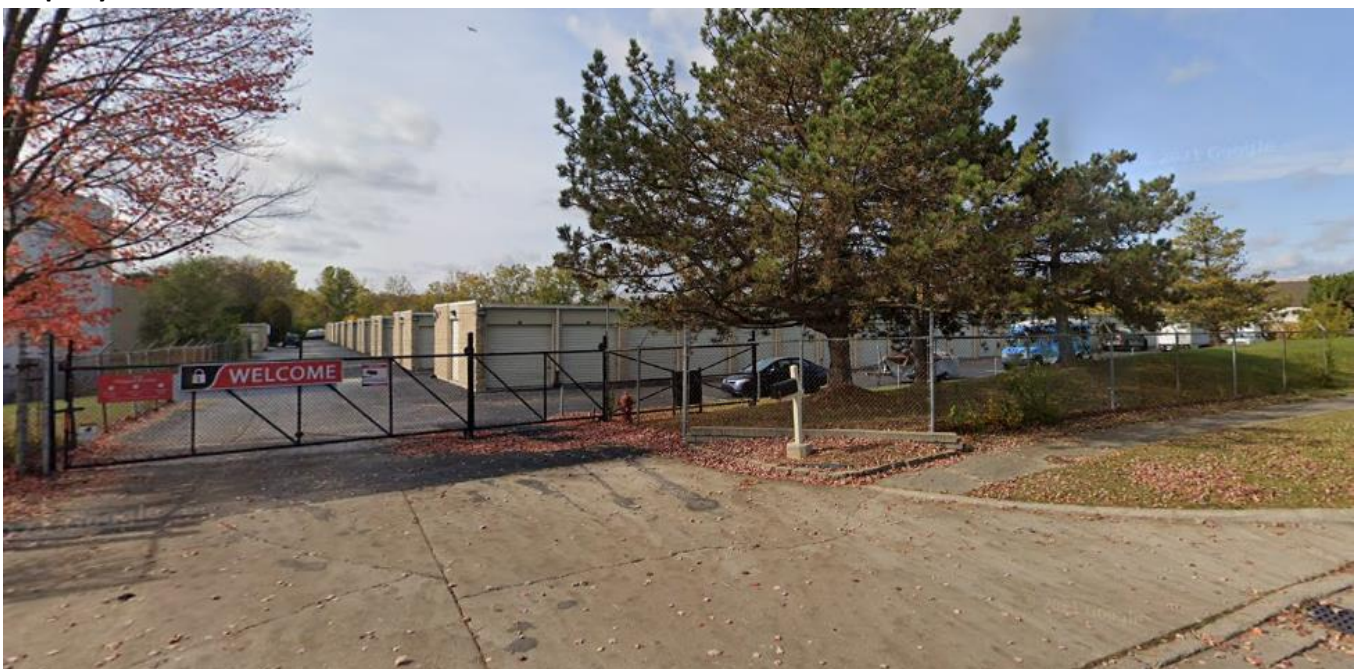
8. iStorage Self Storage 20945 Link Road Southfield, MI 48033 (248) 801-9444

Distance from Subject	Year Built	Occupancy	Net Square Feet	% Climate	REIT?	Generation
2.84 miles	1984	90%	+/- 86,010	N/A	Yes	2 nd
Climate Control	Controlled Access Gate	Single or Multi Story	Convenient Parking	Door Alarms	Cameras	Fire Sprinklers
Yes	Yes	Multi	Yes	No	Yes	no
Boat/RV Parking	Covered Parking	Truck Rental	Retail Ready Office	Resident Manager	Elevator	Drive Surface
No	No	No	No	No	No	Asphalt
Property Ratings	Visibility	Location	Traffic Count	Access	Condition	Curb Appeal
	B	B	C	B+	B	C
Drive Width	Manager	Office Quality	Overall Rating	Office Hours	Office Hours	Access Hours
B			B-	By appt		6AM-10PM Daily
Website	Online Rates?	Dynamic?	Reservations?	Specials?	Features?	Website Rating
Yes	Yes	Yes	No	Yes	Yes	A

	5x5	5x10	10x10	10x15	10x20	Parking
Climate Down						
Climate Up	\$42/\$61					
Non Climate	\$58/\$83		\$129/\$185	\$161/\$231	\$193/\$276	

Comments: above units available

Property Photo



9. U-Haul Moving & Storage 19990 Telegraph Road Detroit, MI 48219 (313) 952-9217

Distance from Subject	Year Built	Occupancy	Net Square Feet	% Climate	REIT?	Generation
3 miles	2001	95%	+/- 101,415	100%	Yes	2 nd
Climate Control	Controlled Access Gate	Single or Multi Story	Convenient Parking	Door Alarms	Cameras	Fire Sprinklers
Yes	Yes	Single	Yes	Yes	Yes	Yes
Boat/RV Parking	Covered Parking	Truck Rental	Retail Ready Office	Resident Manager	Elevator	Drive Surface
No	No	Yes	Yes	No	No	Asphalt
Property Ratings	Visibility	Location	Traffic Count	Access	Condition	Curb Appeal
	A	A	A	A	A	A
Drive Width	Manager	Office Quality	Overall Rating	Office Hours	Office Hours	Access Hours
N/A			A	M-Th 7-7 Fri 7-8	Sat 7-7 Sun 9-5	24 hours
Website	Online Rates?	Dynamic?	Reservations?	Specials?	Features?	Website Rating
Yes	Yes	Yes	Yes	Yes	Yes	A

	5x5	5x10	10x10	10x15	10x20	Parking
Climate Down	\$74.99	\$99.95	\$174.95	\$204.95		
Climate Up						
Non Climate						

Comments: only have 5x5 and 5x10 available now, one month free with truck rental

Property Photo



POTENTIAL NEW SELF STORAGE DEVELOPMENT

Our review of a subscription based new construction database indicated the following:

There are no new self-storage developments either in planning stages or under construction within the subject market.

It is important to note that despite any one group's due diligence efforts in determining whether or not new self storage developments may or may not be coming into a particular sub-market, there is always the possibility that a new development is planned but has not yet progressed sufficiently to have shown up in any new construction websites or databases.

Table 9.6 – First Learned About Facility

Saw self-storage facility while driving to/from home/work	27.7%
Family / friends / co-workers word-of mouth	19.0%
Online – Google, Bing, or other general search engine	15.9%
Online – Self-storage facility or related website	8.1%
Online – Reviews	7.1%
Line ad in phone book	5.0%
Online – Website aggregators (pulls together multiple sites)	3.6%
Display ad in phone book	3.2%
Don't Know	3.2%
Online – Social media site (Facebook, Pinterest, YouTube, etc.)	3.1%
Other	2.3%
Flyer – Promotional brochure	1.7%

Source: SSA 2019 Self Storage Demand Study

DEMAND ANALYSIS

A widely accepted methodology for calculating demand in a market is to examine the amount of storage square footage in the market per capita. **The reader is cautioned that the square-foot-per-capita analysis lacks some credibility.** A benchmark that reflects saturation or demand levels has not been established for any U.S. market. Sufficient data is not available to determine what the threshold for demand may be. Furthermore, making use of the Self-Storage Almanac metro guides and top markets is problematic because of their methodology in determining the supply. What the Almanac has done is to apply an average size facility of 39,668 square feet and multiply the number of facilities in a market (presumably from the phone book) times 39,668. That is how they calculated the number of square feet in a market. The analysis is only as good as the analyst's confidence that the average size of stores (facilities) is the same in every market in the U.S., and that the average size is 39,668.

It is also important to note that this methodology makes no distinction between demand for climate controlled and non-climate controlled storage space. This distinction is a critical factor in the evaluation of demand for the subject property. Other important demand drivers ignored by this methodology include per capita income levels and market rental rates.

What one will find in making use of data from the Almanac is that it is difficult to draw any conclusion as to what the "right" or maximum square-foot-per-capita number is. For example, the highest level is in Boise ID at 12.64 square feet per capita. The lowest is in the New York metropolitan area at 2.82 square feet per capita. In both markets, occupancies can be found to be similar. You cannot, therefore, conclude that the supply threshold for New York is over 10 times the current supply.

The only way to properly assess and analyze square-foot-per-capita demand calculations is to first get an accurate count of square footage. Second, the supply needs to be juxtaposed with occupancies. There are only too many square feet per capita when there are too many available square feet, as measured by vacancy. That is to say that the number of square feet per capita has to be quantified by occupancy, and when occupancy drops, then supply has exceeded demand.

This market analysis would indicate that the three-mile subject market is most likely 'under-supplied' as evidenced in part by the anecdotal evidence of mostly moderately high to high occupancy levels thru onsite manager comments and the dynamic pricing models utilized by some of the competitors. (On those websites that use dynamic pricing, unit sizes with limited or no availability will either not be listed on the site or not have any promotion discounts or indicated 'call for availability' instead of 'reserve'). We believe that the review of the market and the competitors would indicate that there is some amount of unmet demand in the market for the contemplated improvements and the demand calculations and anecdotal evidence of higher occupancy levels appear to substantiate that indication.

While we do not necessarily prescribe to calculating and reviewing the demand numbers in a 'vacuum', we have made those calculations using averages facility sizes and MSA demand and supply numbers from the Self Storage Almanac and a **review of those numbers would support the development of at least a modest amount of additional self-storage space as contemplated with the development project.**

Those demand calculations follow.

Using the national average demand calculation number for comparison, as well as the State and National demand calculations the analysis would indicate that there is likely a substantial amount of unmet demand within the three-mile demographic profile. We should note that it is our belief that the primary demographic that would constitute a large percentage of the potential tenant base resides within three-miles of the subject site.

Notes:

- **'Radius'** refers to the mile radius within the sub-market with the subject site as the central point in that radius.
- **'Subject Property'** is referring to the square foot per person within the subject site within the particular radius.
- The **'MSA SQ/CAP'** is the comparison number used per the 2020 Self Storage Almanac that represents the amount of rentable square feet per person in the subject site MSA (Metropolitan Statistical Area)
- The **'State SQ/CAP'** is the number reported by the 2020 Self Storage Almanac for the state in which the subject site is located.
- The **'US Average'** is the amount of square footage per person across the US as reported in the 2020 Self Storage Almanac. We use this average number for our demand calculation analysis as the subject market would be considered 'under-supplied' given the low average per person number.
- The **'Highest MSA/US'** is the highest average square foot per person noted in the US, the Boise ID MSA.
- The **'Lowest MSA/US'** is the lowest average square foot per person noted in the US, the New York MSA.
- The first section of the calculated demand includes the market competitors.
- The second section of the calculated demand includes subject property and the market competitors.

- There are two columns of calculated demand in each section:
 - The first column calculates the demand including the population as reported in the demographic report plus an additional 10% of demand calculated for commercial users.
 - The amount of commercial users can vary from nearly 0% to a much more substantial percentage, depending on subject site location and the demographic profile of the subject market. We have used 10% for the subject site due to the location in a suburban market within a commercial/retail area.
 - The second column calculates the demand including the population as reported in the demographic report with no amount of demand calculated for commercial users.

RADIUS	SUBJECT PROPERTY	MSA SQ/CAP	STATE SQ/CAP	SF EQUIL	HIGHEST MSA US	LOWEST MSA US	US AVERAGE
		4.97	4.97	7.5	12.64	2.82	5.71
		Variances					
3 MILE	7.02	2.05	2.05	-0.48	-5.62	4.20	
CALCULATION							
Demand Calculations Including the noted competitors in the subject market							
	2022 POPULATIO	# OF FACILITIES	SQUARE FOOTAGE	SQUARE FEET PER CAPITA	Potential Unmet Demand Comp: MSA SF/Person Plus 10% Commercial		Potential Unmet Demand Comp: MSA SF/Person No Commercial
RADIUS							
3 MILE	90,743	9	637175	7.02	111455		43398

The **GREEN** highlighted numbers indicate the amount of unmet square footage demand within the various demographic profiles.

Any **RED** highlighted numbers would indicate the amount of over-supply within the various demographic profiles.

We should note that we have used estimated square footage sizes for the market competitors based on local assessor or other websites and/or google earth views. While it is likely these facility sizes would change with a more thorough onsite market study we do not believe the numbers would change dramatically.

While we acknowledge that consideration of a particular market's per person square footage demand is an important consideration when contemplating the development of a new self storage facility we also strongly believe that there is a temptation to assign far too much importance to this one aspect of a potential development.

These demand numbers and anecdotal occupancy levels would suggest that there is likely at least a modest amount of unmet demand within the three-mile demographic profile of the subject site and that it is more than likely that this subject market is under-supplied.

**Table 5.5 –
Most Important Reasons for Using Self-Storage**

No Room at Home/Residence	31.0%
Changing Residence	25.4%
Remodeling Home or Residence	7.8%
Storing Relatives' Items	6.1%
Items No Longer Wanted or Needed	5.6%
Temporary Storage While Away from Home / Residence	4.8%
Items Inherited Due to Death	4.8%
Natural Disaster	3.6%
College Student Between Semesters	3.2%
Items from Vacation Home	3.1%
Items that Require Controlled Environment (e.g. wine)	2.1%
Had a Baby or Family Grew	1.8%

Source: SSA 2019 Self Storage Demand Study

Table 5.6 – Items Stored by Renters

Indoor Furniture	43.8%
Pictures / Photos / Paintings	41.9%
Clothing	40.0%
Household Supplies	39.6%
Kitchenware	39.5%
Holiday Seasonal Items	37.7%
Tools	32.3%
Books/Magazines	29.5%
Collectibles / Hobbies	29.5%
Towels / Blankets / Linens	27.1%
Sporting Equipment	23.8%
Electronic Devices (Not Appliances)	23.6%
Outdoor/Seasonal Furniture	23.0%
Family Records (Bank Statements, Tax Filings)	21.0%
Children's Toys	20.0%
Major Appliances	15.7%
Non-Perishable Food (Canned Goods)	8.1%
Vehicles	6.1%
Other	5.1%

Source: SSA 2019 Self Storage Demand Study

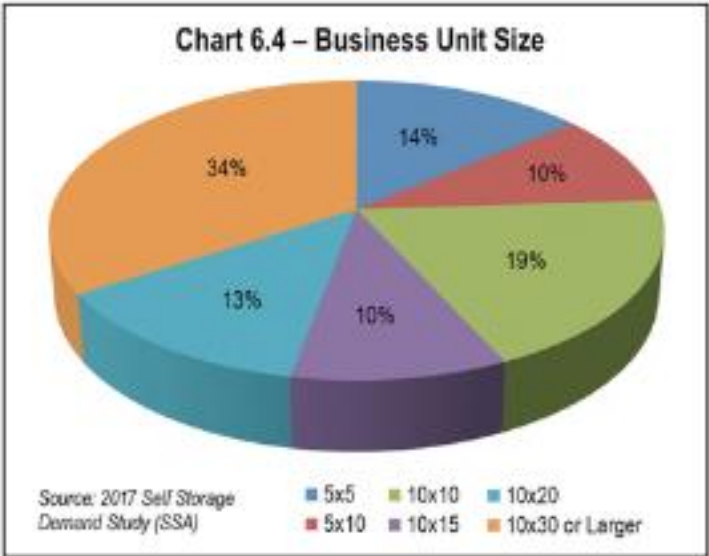
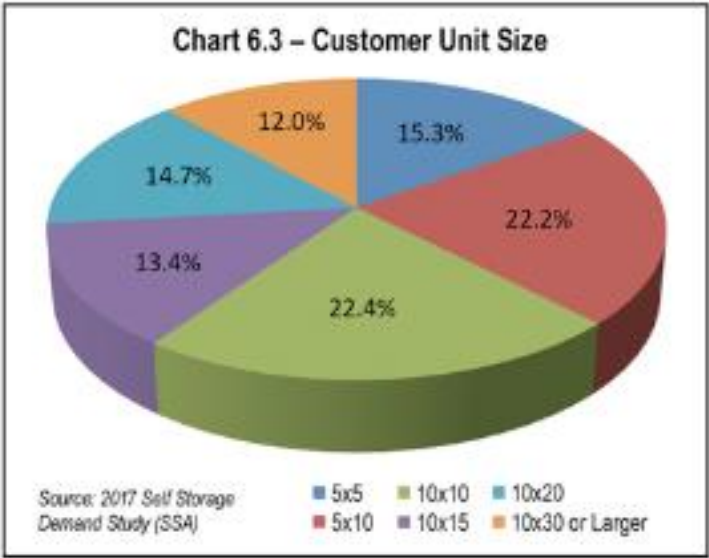
Table 9.1 – Length of Stay by Region

	Northeast	Midwest	South	West
Less than 3 months	10.0%	11.5%	13.2%	14.8%
3 to 6 months	17.6%	22.4%	16.8%	13.9%
7 to 12 months	17.3%	18.3%	22.1%	18.8%
1 to 2 years	30.2%	23.9%	27.2%	25.1%
Longer than 2 years	24.9%	23.9%	20.7%	27.2%

Source: SSA 2019 Self Storage Demand Study

UNIT MIX AND RATES

Due to current absorption rates in the market and the apparent demands, within the developer’s proposed configuration of a multi-story construction the largest size concentration would be in the 10x10 size range. There are considerations as to the amount of net rentable square footage in any interior design, particularly with reference to the hallway square footage loss.



There are competitive, demographic and other market factors which affect unit mixes. Tenant composition (commercial vs. consumer) also affects unit mix. Dwelling structures (residences) affect unit mix, particularly regarding basements, attics, and three car garages. The basic sizes of residences have dramatic impacts as well, such as Manhattan apartments versus rural farms.

These criteria, in addition to many others, tend to make formula driven unit mixes inappropriate. Unit mix should be first determined by market conditions and THEN by site constraints.

The final unit mix footage and unit count will likely change at final construction. This proforma suggests the correct mix, given the confines of a preliminary design. Developers are always advised that unit mixes should be derived through market criteria, not construction efficiency.

Rates included are as of this date. Forecasting for future development may allow for some nominal rate increases, and it is assumed that among the primary competitors, the propensity for rate growth is likely.

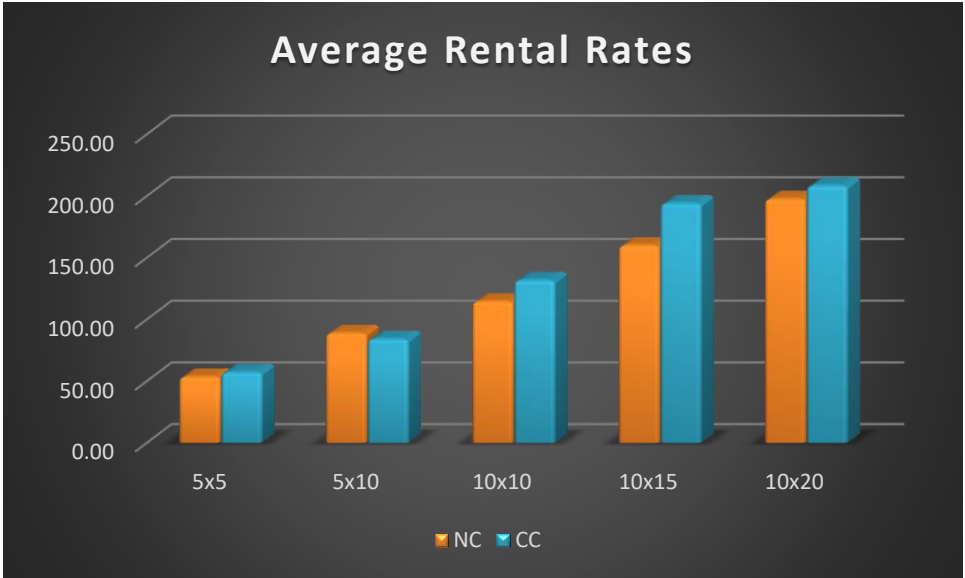
Some of the primary competitors are known to be rate leaders, suggesting that rates will continue to move upward over time as occupancy levels increase. It is a common practice in revenue management for rates to increase when occupancy levels reach certain targets. Conversely, when vacancy is high, discounts may be deployed, a function of revenue management. It appears that some of the primary competitors have formal revenue management programs, which would manage rates by occupancy levels, offering specials in soft sizes, and pushing rental rates on high demand spaces. Given the subject property's proposed amenity package of cameras, paved driveways, a professional office, and professional storage counselors, it is assumed the subject property will be a rate leader in the market.

There are a few institutionally owned or managed properties in the market. The presence of institutional properties can positively affect the subject property in its ability to increase rents over time as occupancy levels increase. Institutionally owned properties have sophisticated revenue management tools which drive optimal rent growth. The presence of institutional "players" can be a significant benefit to the profitability and value increase of the subject project. The ability of the subject site to aggressively manage the posted street rates will be positively impacted by the presence of institutionally owned facilities in the market.

Typically, we forecast rents to be near the top of the market as if the project were built today. It is common that rates may increase, and while the projections typically do not include rate increases during rent-up, this factors in as a discount, as would be typically given during the absorption period. Simply stated, our rates should be on target, given the lead time between this report and store opening, coupled with rents held at flat levels during stabilization. The assumption is that discounting and rental rate increases during stabilization are a “wash”.

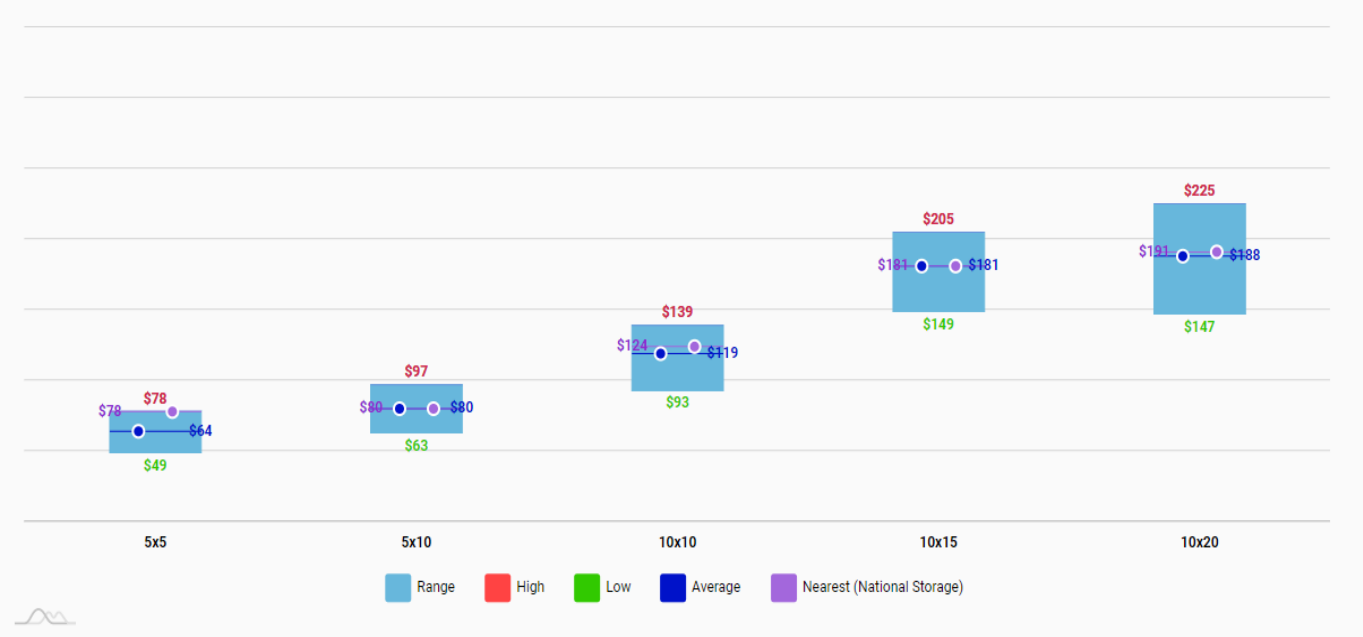
Competitor Rate Matrix:

NON CLIMATE CONTROL									
PROPERTY	Map #								
			5 x 5		5 x 10		10 x 10		10x15 10 x 20
Livonia Budget Storage	1	\$	0.00	\$	0.00	\$	0.00	\$	0.00
National Storage	2	\$	0.00	\$	0.00	\$	0.00	\$	170.00 175.00
Public Storage	3	\$	0.00	\$	0.00	\$	0.00	\$	0.00
iStorage Self Storage	4	\$	0.00	\$	0.00	\$	0.00	\$	0.00
National Storage	5	\$	0.00	\$	0.00	\$	76.00	\$	0.00
Safe Keeping Self Storage	6	\$	0.00	\$	0.00	\$	0.00	\$	0.00
Mini U Storage of Livonia	7	\$	49.00	\$	89.00	\$	139.00	\$	149.00 225.00
iStorage Self Storage	8	\$	58.00	\$	0.00	\$	129.00	\$	161.00 193.00
U-Haul Moving & Storage	9	\$	0.00	\$	0.00	\$	0.00	\$	0.00
Average		\$	53.50	\$	89.00	\$	114.67	\$	160.00 197.67
CLIMATE CONTROL									
PROPERTY	Map #								
			5 x 5		5 x 10		10 x 10		10x15 10 x 20
Livonia Budget Storage	1	\$	0.00	\$	110.00	\$	180.00	\$	250.00 295.00
National Storage	2	\$	0.00	\$	81.00	\$	121.00	\$	190.00 205.00
Public Storage	3	\$	56.00	\$	66.00	\$	93.00	\$	0.00 147.00
iStorage Self Storage	4	\$	41.00	\$	51.00	\$	109.00	\$	139.00 182.00
National Storage	5	\$	62.00	\$	97.00	\$	113.00	\$	0.00 213.00
Safe Keeping Self Storage	6	\$	67.42	\$	0.00	\$	0.00	\$	186.51 0.00
Mini U Storage of Livonia	7	\$	0.00	\$	0.00	\$	0.00	\$	0.00 0.00
iStorage Self Storage	8	\$	42.00	\$	0.00	\$	0.00	\$	0.00 0.00
U-Haul Moving & Storage	9	\$	74.99	\$	99.95	\$	174.95	\$	204.95 0.00
Average		\$	57.24	\$	84.16	\$	131.83	\$	194.09 208.40

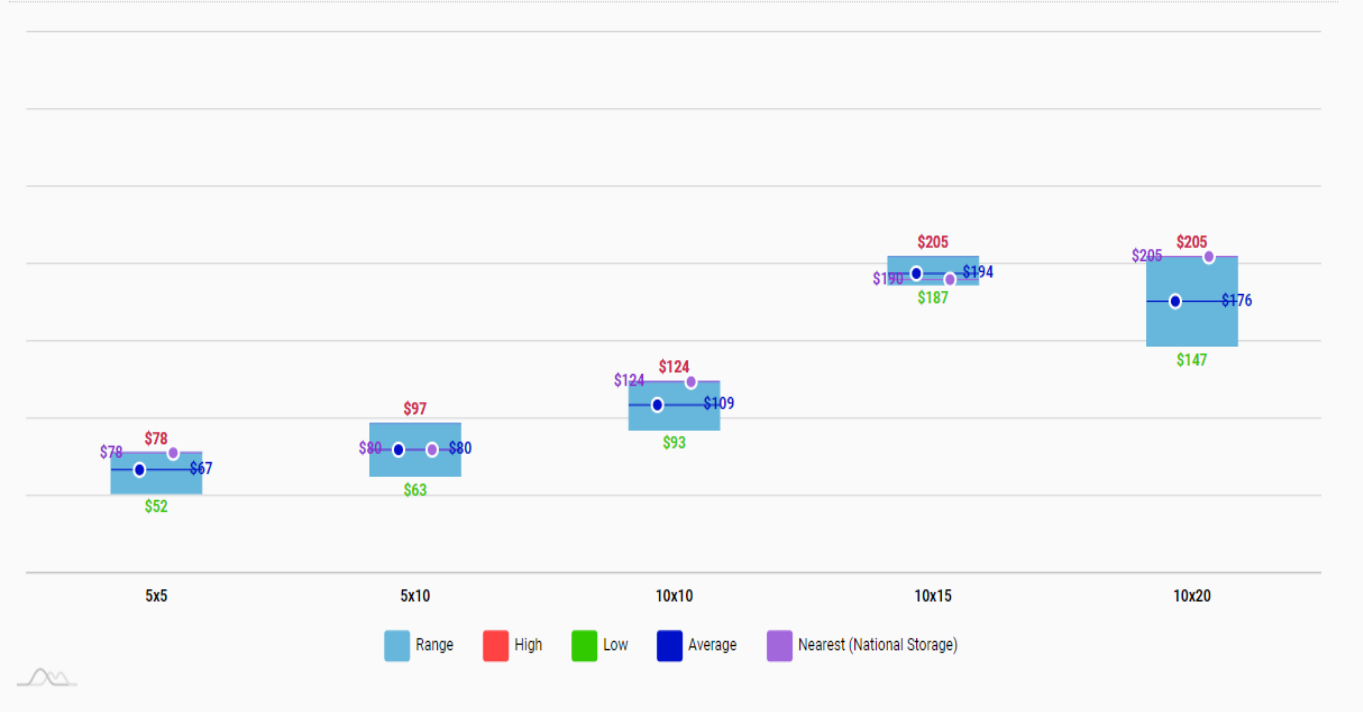


MARKET PRICING

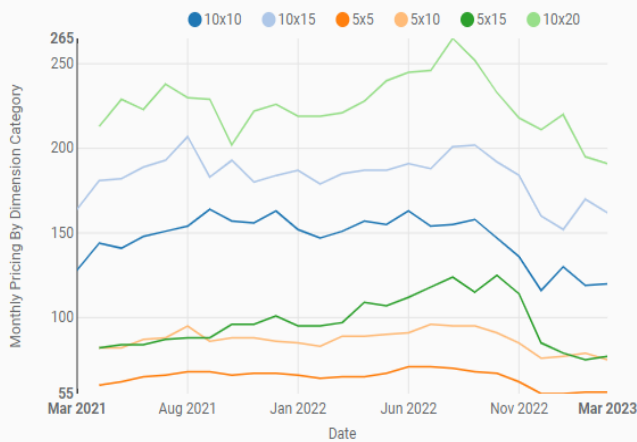
Latest Pricing - All Units



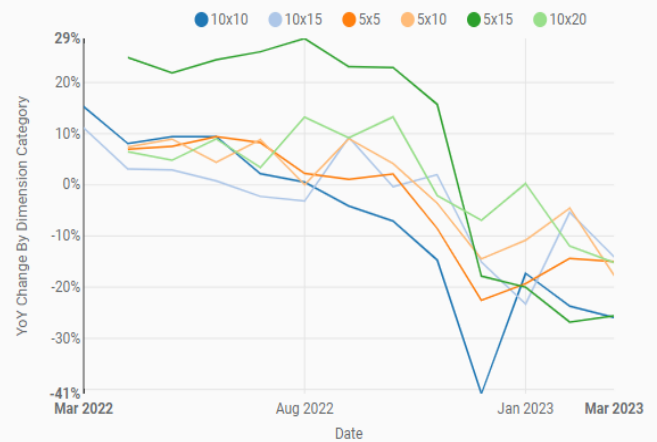
Latest Pricing - CC



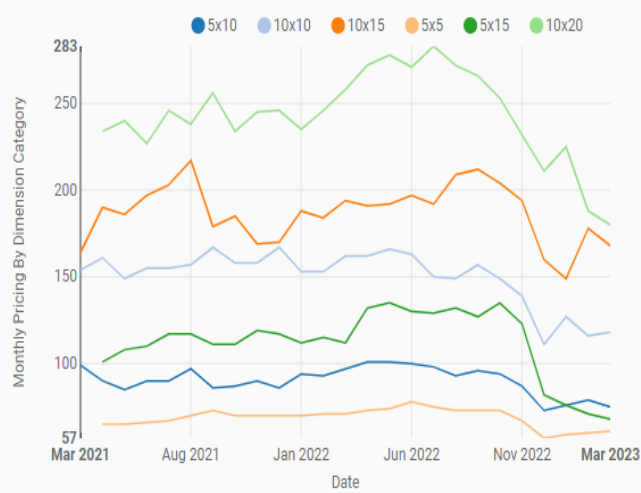
Monthly Pricing - All Units



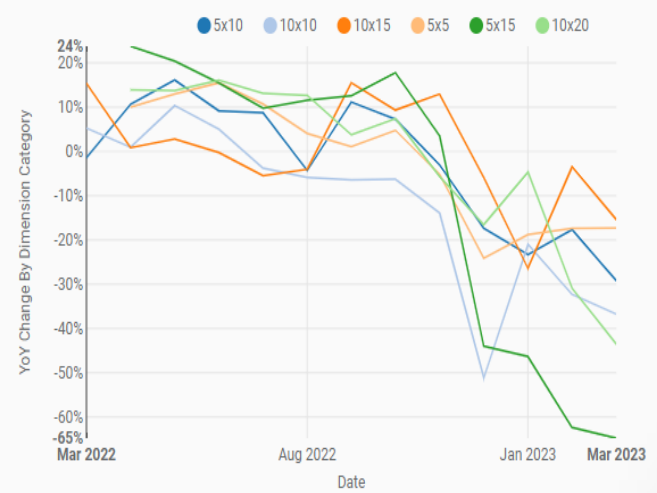
YoY Change - All Units



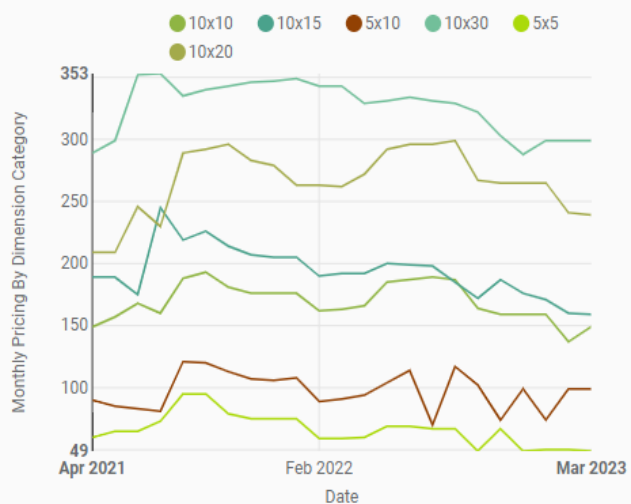
Monthly Pricing - CC



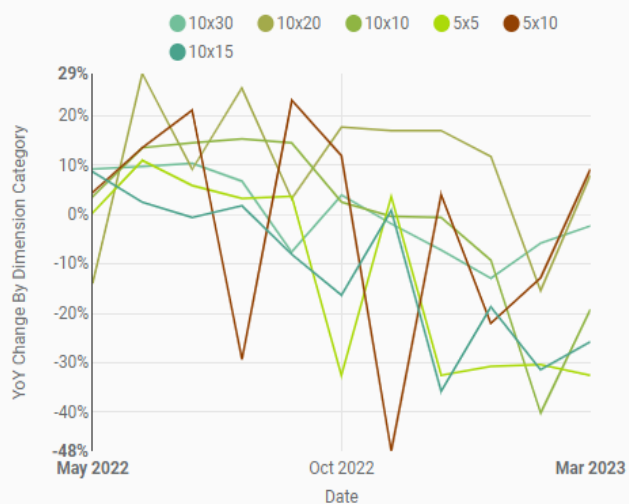
YoY Change - CC



Monthly Pricing By Feature and Dimensions



YoY Change

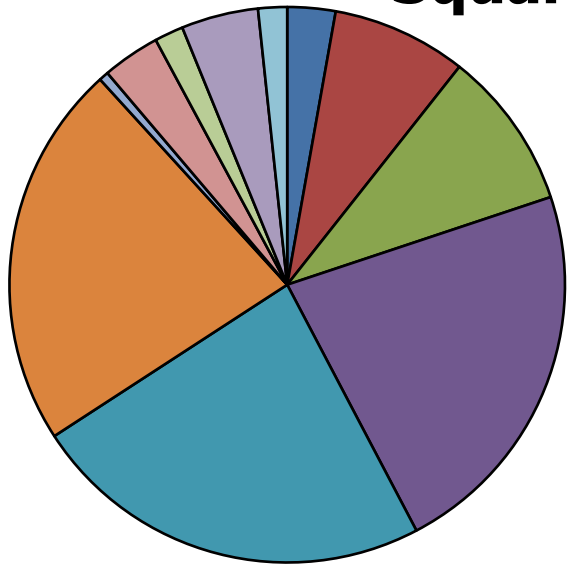


Unit mix for subject site:

UNIT MIX									
SIZE		UNIT SQ FT	SPACE TYPE	% OF SF TOTAL	TYPE SQ FT	# OF SPACES	% OF UNITS TOTAL		
10 x	15	150	Standard DOWN	7%	6,900	46	6%		
10 x	20	200	Standard DOWN	6%	5,800	29	4%		
10 x	25	250	Standard DOWN	1%	500	2	0%		
10 x	30	300	Standard DOWN	2%	1,800	6	1%		
5 x	3	15	Standard UP	0%	420	28	4%		
5 x	5	25	Standard UP	1%	1100	44	6%		
5 x	10	50	Standard UP	4%	4000	80	10%		
7 x	3	21	Standard UP	0%	147	7	1%		
7 x	9	63	Standard UP	0%	441	7	1%		
9 x	3	27	Standard UP	0%	189	7	1%		
8 x	10	75	Standard UP	3%	2625	35	4%		
10 x	10	100	Standard UP	21%	20900	209	26%		
10 x	13	125	Standard UP	2%	2000	16	2%		
10 x	15	150	Standard UP	15%	14400	96	12%		
10 x	20	200	Standard UP	35%	34000	170	21%		
5 x	5	25	Climate Controlled First Floor	0%	25	1	0%		
5 x	7.5	37.5	Climate Controlled First Floor	0%	38	1	0%		
7.5 x	10	75	Climate Controlled First Floor	0%	300	4	1%		
10 x	20	200	Climate Controlled First Floor	1%	800	4	1%		
20 x	33	660	Climate Controlled First Floor	2%	1,980	3	0%		
				TOTAL SQ FT	AVERAGE	TOTAL UNITS	% OF SPACE		
Climate Controlled First Floor				3,143	242	13	3%		
Standard DOWN				15,000	181	83	15%		
Standard UP				80,222	115	699	82%		
BUILDINGS TOTAL				98,365		795	100%		
PROJECT TOTALS				98,365		795			

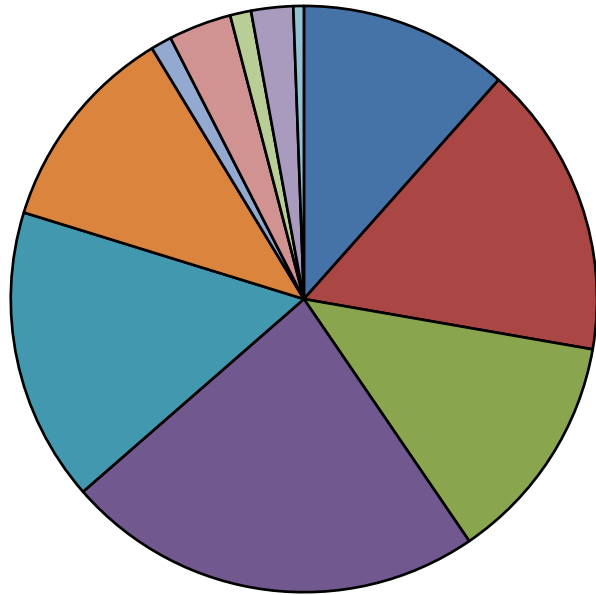
We have recreated, more or less, the unit mix as contemplated by the developer.

Square Footage By Percentage Unit Mix Composition



- 5 x 5 25 Climate Controlled Upper Floors
- 5 x 10 50 Climate Controlled Upper Floors
- 7.5 x 10 75 Climate Controlled Upper Floors
- 10 x 10 100 Climate Controlled Upper Floors
- 10 x 15 150 Climate Controlled Upper Floors
- 10 x 20 200 Climate Controlled Upper Floors
- 5 x 10 50 Climate Controlled First Floor
- 10 x 10 100 Climate Controlled First Floor
- 10 x 15 150 Climate Controlled First Floor
- 10 x 20 200 Climate Controlled First Floor
- 10 x 30 300 Climate Controlled First Floor

of Units By Percent Unit Mix Composition



- 5 x 5 25 Climate Controlled Upper Floors
- 5 x 10 50 Climate Controlled Upper Floors
- 7.5 x 10 75 Climate Controlled Upper Floors
- 10 x 10 100 Climate Controlled Upper Floors
- 10 x 15 150 Climate Controlled Upper Floors
- 10 x 20 200 Climate Controlled Upper Floors
- 5 x 10 50 Climate Controlled First Floor
- 10 x 10 100 Climate Controlled First Floor
- 10 x 15 150 Climate Controlled First Floor
- 10 x 20 200 Climate Controlled First Floor
- 10 x 30 300 Climate Controlled First Floor

REVENUE GENERATOR									
SIZE			UNIT SQ FT	SPACE TYPE	ANNUAL REVENUE	RATE PER SQ FT	% OF REVENUE	UNIT PRICE	
	10 x	15	150	Standard DOWN	\$ 110,372	\$ 16.00	7%	\$	199.95
	10 x	20	200	Standard DOWN	\$ 83,503	\$ 14.40	5%	\$	239.95
	10 x	25	250	Standard DOWN	\$ 6,959	\$ 13.92	0%	\$	289.95
	10 x	30	300	Standard DOWN	\$ 24,476	\$ 13.60	1%	\$	339.95
	5 x	3	15	Standard UP	\$ 16,783	\$ 39.96	1%	\$	49.95
	5 x	5	25	Standard UP	\$ 36,934	\$ 33.58	2%	\$	69.95
	5 x	10	50	Standard UP	\$ 86,352	\$ 21.59	5%	\$	89.95
	7 x	3	21	Standard UP	\$ 4,196	\$ 28.54	0%	\$	49.95
	7 x	9	63	Standard UP	\$ 8,396	\$ 33.58	0%	\$	99.95
	9 x	3	27	Standard UP	\$ 5,036	\$ 31.98	0%	\$	59.95
	8 x	10	75	Standard UP	\$ 58,779	\$ 22.39	3%	\$	139.95
	10 x	10	100	Standard UP	\$ 376,075	\$ 13.20	22%	\$	149.95
	10 x	13	125	Standard UP	\$ 34,550	\$ 20.00	2%	\$	179.95
	10 x	15	150	Standard UP	\$ 241,862	\$ 19.71	14%	\$	209.95
	10 x	20	200	Standard UP	\$ 530,298	\$ 15.60	32%	\$	259.95
	5 x	5	25	Climate Controlled First Floor	\$ 839	\$ 33.58	0%	\$	69.95
	5 x	7.5	37.5	Climate Controlled First Floor	\$ 1,199	\$ 31.98	0%	\$	99.95
	7.5 x	10	75	Climate Controlled First Floor	\$ 6,718	\$ 22.39	0%	\$	139.95
	10 x	20	200	Climate Controlled First Floor	\$ 10,558	\$ 13.20	1%	\$	219.95
	20 x	33	660	Climate Controlled First Floor	\$ 39,598	\$ 20.00	2%	\$	1,099.95
					REVENUES	\$/Sq . Ft.			
				Climate Controlled First Floor	\$ 58,912	\$ 18.75	3%	As a % of Revenue	
				Standard DOWN	\$ 225,310	\$ 15.02	13%		
				Standard UP	\$ 1,399,261	\$ 17.44	83%		
					\$ 1,683,483	\$ 17.11	100%		
				PROJECT TOTALS	\$ 1,683,483	\$ 17.11	100%		

We have recommended rental rates that we believe will allow the subject site to be competitive within the sub-market and have derived those rates from the local market competitors. We also recognize that the time lapse between the creation of this report and the opening of this site could result in an actual unit mix with the same rates, higher rates, or lower rates, depending on how the market performs over the ensuing months.

Notes:

- The unit mix contains an inventory of interior access, climate controlled self storage space and drive up access non climate space.
- We have recommended unit rates that we believe would allow the facility to effectively compete with the self-storage competitors in the market.

The creation of a marketable unit mix is an important aspect of the development of a self-storage facility and as such we would point out:

- The unit mix recommendation is created with the assumption that the facility will attract primarily residential tenants and a smaller percentage of commercial tenants.
- The market demographic considerations would indicate that a unit mix comprising an across-the-board selection of unit sizes ranging from 5x5 to 10x30 is appropriate.
- The income levels, housing types and location would dictate that the largest concentration of units should be in the mid-range sizes (5x10, 10x10 and 10x15).

NATIONAL RENTAL RATE TRENDS

Table 8.1 – Historical National Rental Rates (Non-Climate-Controlled)

Year	Non-Climate-Controlled 5x5 Asking Rent	Non-Climate-Controlled 5x10 Asking Rent	Non-Climate-Controlled 10x10 Asking Rent	Non-Climate-Controlled 10x15 Asking Rent	Non-Climate-Controlled 10x20 Asking Rent
2011 Q4	\$50.09	\$69.03	\$109.00	\$142.70	\$171.31
2012 Q1	\$50.40	\$69.60	\$109.61	\$143.35	\$172.26
2012 Q2	\$51.03	\$70.40	\$110.82	\$145.07	\$174.22
2012 Q3	\$51.38	\$71.05	\$112.12	\$146.31	\$175.39
2012 Q4	\$51.34	\$70.97	\$112.15	\$146.43	\$176.19
2013 Q1	\$51.74	\$71.43	\$112.74	\$146.93	\$177.21
2013 Q2	\$52.27	\$72.15	\$113.83	\$147.89	\$179.74
2013 Q3	\$52.54	\$72.78	\$115.04	\$149.02	\$180.99
2013 Q4	\$52.10	\$72.11	\$114.10	\$147.93	\$179.76
2014 Q1	\$52.74	\$73.19	\$115.84	\$150.30	\$182.26
2014 Q2	\$54.22	\$75.21	\$119.06	\$154.05	\$186.85
2014 Q3	\$54.47	\$75.61	\$119.66	\$154.78	\$187.63
2014 Q4	\$54.00	\$74.87	\$118.41	\$153.53	\$186.27
2015 Q1	\$55.07	\$76.49	\$120.93	\$156.81	\$190.00
2015 Q2	\$56.87	\$79.12	\$125.24	\$162.22	\$196.39
2015 Q3	\$56.47	\$78.64	\$124.68	\$160.98	\$195.28
2015 Q4	\$56.23	\$78.29	\$123.54	\$159.81	\$193.95
2016 Q1	\$57.28	\$79.75	\$125.68	\$162.94	\$196.98
2016 Q2	\$59.00	\$82.29	\$129.23	\$167.59	\$202.85
2016 Q3	\$48.90	\$69.30	\$109.10	\$137.00	\$157.20
2016 Q4	\$45.20	\$65.80	\$103.00	\$130.80	\$157.60
2017 Q1	\$47.20	\$64.60	\$102.60	\$129.30	\$155.40
2017 Q2	\$48.00	\$68.80	\$106.10	\$134.30	\$161.30
2017 Q3	\$49.40	\$71.00	\$109.60	\$141.40	\$164.40
2017 Q4	\$45.80	\$66.30	\$102.90	\$129.50	\$152.30
2018 Q1	\$45.30	\$65.00	\$100.40	\$127.40	\$148.90
2018 Q2	\$47.30	\$68.00	\$105.60	\$132.70	\$155.60
2018 Q3	\$47.59	\$68.90	\$106.93	\$135.84	\$156.28
2018 Q4	\$45.78	\$66.28	\$105.27	\$131.71	\$152.53
2019 Q1	\$45.21	\$65.25	\$102.78	\$128.77	\$153.22
2019 Q2	\$47.23	\$67.94	\$107.11	\$132.97	\$156.41
2019 Q3	\$46.69	\$66.99	\$105.72	\$131.59	\$153.15
2019 Q4	\$44.31	\$63.84	\$100.30	\$127.07	\$149.29
2020 Q1	\$44.63	\$63.60	\$99.24	\$126.59	\$148.95
2020 Q2	\$44.81	\$63.05	\$97.40	\$124.07	\$146.14

Source: Radius+

Table 8.2 – Historical National Rental Rates (Climate-Controlled)

Year	Climate- Controlled 5x5 Asking Rent	Climate- Controlled 5x10 Asking Rent	Climate- Controlled 10x10 Asking Rent	Climate- Controlled 10x15 Asking Rent	Climate- Controlled 10x20 Asking Rent
2011 Q4	\$63.48	\$89.08	\$139.57	\$182.92	\$225.43
2012 Q1	\$63.81	\$89.73	\$140.14	\$183.17	\$226.42
2012 Q2	\$64.62	\$91.09	\$141.80	\$185.30	\$228.66
2012 Q3	\$65.14	\$91.83	\$143.06	\$186.89	\$230.51
2012 Q4	\$64.96	\$91.73	\$143.11	\$187.32	\$230.78
2013 Q1	\$65.21	\$92.01	\$143.80	\$188.81	\$232.86
2013 Q2	\$66.21	\$93.35	\$145.70	\$190.81	\$234.23
2013 Q3	\$66.39	\$93.99	\$147.20	\$191.75	\$235.51
2013 Q4	\$65.37	\$92.81	\$145.62	\$190.01	\$233.61
2014 Q1	\$65.99	\$93.99	\$147.89	\$193.15	\$237.38
2014 Q2	\$67.95	\$96.89	\$152.42	\$198.69	\$244.00
2014 Q3	\$68.18	\$97.00	\$153.04	\$199.28	\$244.50
2014 Q4	\$67.40	\$95.74	\$151.17	\$197.38	\$242.50
2015 Q1	\$68.36	\$97.53	\$153.98	\$201.05	\$246.78
2015 Q2	\$71.14	\$101.52	\$159.95	\$208.45	\$255.00
2015 Q3	\$70.76	\$100.95	\$158.59	\$206.64	\$253.34
2015 Q4	\$69.85	\$99.72	\$156.06	\$204.28	\$250.71
2016 Q1	\$71.17	\$101.45	\$158.25	\$207.25	\$254.26
2016 Q2	\$73.52	\$104.87	\$162.83	\$213.39	\$260.28
2016 Q3	\$59.60	\$89.60	\$138.20	\$179.60	\$225.20
2016 Q4	\$54.30	\$84.10	\$131.60	\$171.50	\$220.90
2017 Q1	\$56.40	\$84.10	\$130.50	\$170.80	\$218.40
2017 Q2	\$58.90	\$87.40	\$135.60	\$176.80	\$223.70
2017 Q3	\$58.30	\$88.00	\$136.40	\$180.50	\$230.30
2017 Q4	\$55.10	\$83.10	\$129.60	\$170.70	\$219.10
2018 Q1	\$53.90	\$80.60	\$127.00	\$166.50	\$213.90
2018 Q2	\$55.90	\$83.30	\$131.40	\$169.70	\$215.30
2018 Q3	\$56.20	\$84.56	\$132.01	\$172.40	\$218.16
2018 Q4	\$54.10	\$81.83	\$127.79	\$166.57	\$212.54
2019 Q1	\$53.69	\$81.03	\$127.25	\$166.11	\$215.71
2019 Q2	\$56.10	\$84.46	\$132.66	\$173.32	\$222.49
2019 Q3	\$55.67	\$82.93	\$130.36	\$170.69	\$216.65
2019 Q4	\$52.88	\$79.35	\$125.14	\$164.95	\$211.39
2020 Q1	\$52.75	\$78.96	\$123.91	\$163.57	\$208.64
2020 Q2	\$51.95	\$77.38	\$120.23	\$157.83	\$205.17

Source: Radius+

Table 8.3 – National Rental Rates Per Square Foot (Non-Climate-Controlled)

Date	25 Sq. Ft. 5x5	50 Sq. Ft. 5x10	100 Sq. Ft. 10x10	150 Sq. Ft. 10x15	200 Sq. Ft. 10x20
Jan-18	\$1.97	\$1.41	\$1.14	\$0.98	\$0.90
Feb-18	\$1.99	\$1.43	\$1.15	\$1.00	\$0.91
Mar-18	\$2.03	\$1.44	\$1.16	\$1.00	\$0.91
Apr-18	\$2.19	\$1.57	\$1.25	\$1.07	\$0.97
May-18	\$2.24	\$1.60	\$1.26	\$1.07	\$0.98
Jun-18	\$2.24	\$1.62	\$1.28	\$1.09	\$0.99
Jul-18	\$2.02	\$1.43	\$1.11	\$0.93	\$0.85
Aug-18	\$2.01	\$1.44	\$1.11	\$0.97	\$0.82
Sep-18	\$1.91	\$1.38	\$1.07	\$0.93	\$0.79
Oct-18	\$1.85	\$1.34	\$1.04	\$0.87	\$0.77
Nov-18	\$1.83	\$1.33	\$1.03	\$0.87	\$0.76
Dec-18	\$1.81	\$1.31	\$1.01	\$0.85	\$0.75
Jan-19	\$1.81	\$1.30	\$1.02	\$0.85	\$0.76
Feb-19	\$1.80	\$1.31	\$1.03	\$0.86	\$0.77
Mar-19	\$1.82	\$1.31	\$1.04	\$0.86	\$0.77
Apr-19	\$1.86	\$1.34	\$1.06	\$0.87	\$0.78
May-19	\$1.90	\$1.37	\$1.07	\$0.89	\$0.78
Jun-19	\$1.90	\$1.38	\$1.08	\$0.89	\$0.78
Jul-19	\$1.91	\$1.37	\$1.08	\$0.89	\$0.78
Aug-19	\$1.89	\$1.35	\$1.06	\$0.88	\$0.77
Sep-19	\$1.80	\$1.30	\$1.03	\$0.86	\$0.75
Oct-19	\$1.77	\$1.28	\$1.01	\$0.86	\$0.75
Nov-19	\$1.77	\$1.28	\$1.00	\$0.85	\$0.74
Dec-19	\$1.78	\$1.27	\$1.00	\$0.84	\$0.74
Jan-20	\$1.78	\$1.28	\$1.00	\$0.84	\$0.74
Feb-20	\$1.78	\$1.26	\$0.99	\$0.85	\$0.74
Mar-20	\$1.80	\$1.28	\$1.00	\$0.85	\$0.75
Apr-20	\$1.77	\$1.24	\$0.96	\$0.82	\$0.73
May-20	\$1.78	\$1.25	\$0.97	\$0.82	\$0.72
Jun-20	\$1.83	\$1.29	\$1.00	\$0.84	\$0.74

Source: Radius+

Table 8.4 – National Rental Rates Per Square Foot (Climate-Controlled)

Date	25 Sq. Ft. 5x5	50 Sq. Ft. 5x10	100 Sq. Ft. 10x10	150 Sq. Ft. 10x15	200 Sq. Ft. 10x20
Jan-18	\$2.15	\$1.61	\$1.26	\$1.11	\$1.07
Feb-18	\$2.16	\$1.61	\$1.27	\$1.11	\$1.08
Mar-18	\$2.16	\$1.61	\$1.27	\$1.11	\$1.06
Apr-18	\$2.21	\$1.64	\$1.30	\$1.12	\$1.06
May-18	\$2.25	\$1.67	\$1.31	\$1.13	\$1.08
Jun-18	\$2.25	\$1.68	\$1.32	\$1.14	\$1.08
Jul-18	\$2.27	\$1.71	\$1.33	\$1.15	\$1.10
Aug-18	\$2.26	\$1.69	\$1.32	\$1.15	\$1.10
Sep-18	\$2.22	\$1.68	\$1.30	\$1.14	\$1.08
Oct-18	\$2.18	\$1.65	\$1.28	\$1.12	\$1.07
Nov-18	\$2.16	\$1.64	\$1.28	\$1.11	\$1.06
Dec-18	\$2.15	\$1.62	\$1.26	\$1.10	\$1.06
Jan-19	\$2.15	\$1.62	\$1.26	\$1.09	\$1.06
Feb-19	\$2.14	\$1.61	\$1.27	\$1.10	\$1.07
Mar-19	\$2.15	\$1.63	\$1.28	\$1.13	\$1.10
Apr-19	\$2.21	\$1.66	\$1.31	\$1.14	\$1.11
May-19	\$2.25	\$1.70	\$1.33	\$1.15	\$1.11
Jun-19	\$2.27	\$1.71	\$1.34	\$1.17	\$1.11
Jul-19	\$2.27	\$1.69	\$1.32	\$1.16	\$1.10
Aug-19	\$2.24	\$1.67	\$1.31	\$1.14	\$1.08
Sep-19	\$2.17	\$1.61	\$1.28	\$1.12	\$1.06
Oct-19	\$2.14	\$1.60	\$1.27	\$1.11	\$1.07
Nov-19	\$2.10	\$1.58	\$1.25	\$1.10	\$1.06
Dec-19	\$2.10	\$1.57	\$1.24	\$1.09	\$1.04
Jan-20	\$2.11	\$1.58	\$1.24	\$1.09	\$1.03
Feb-20	\$2.10	\$1.57	\$1.23	\$1.09	\$1.04
Mar-20	\$2.12	\$1.58	\$1.24	\$1.09	\$1.06
Apr-20	\$2.08	\$1.54	\$1.20	\$1.05	\$1.01
May-20	\$2.05	\$1.53	\$1.19	\$1.04	\$1.01
Jun-20	\$2.11	\$1.57	\$1.22	\$1.07	\$1.05

Source: Radius+

REGIONAL RENTAL RATE COMPARISONS

Table 8.5 – Midwest Rental Rates (East North Central)

	Climate-Controlled Units					Non-Climate-Controlled Units				
	5x5	5x10	10x10	10x15	10x20	5x5	5x10	10x10	10x15	10x20
Jul-16	\$49.42	\$75.08	\$119.69	\$150.59	\$190.64	\$43.24	\$64.51	\$100.28	\$127.92	\$144.75
Aug-16	\$51.10	\$78.11	\$121.66	\$154.44	\$190.96	\$43.34	\$61.88	\$96.51	\$121.54	\$137.53
Sep-16	\$50.76	\$77.83	\$121.95	\$156.07	\$193.75	\$42.23	\$61.21	\$95.80	\$120.20	\$135.69
Oct-16	\$49.69	\$76.22	\$119.92	\$152.51	\$192.40	\$40.92	\$59.51	\$93.48	\$118.10	\$135.12
Nov-16	\$47.45	\$72.11	\$113.52	\$147.20	\$182.55	\$39.40	\$57.38	\$90.09	\$115.22	\$134.24
Dec-16	\$43.65	\$67.27	\$108.35	\$141.31	\$174.51	\$38.26	\$55.89	\$88.30	\$114.35	\$137.59
Jan-17	\$44.82	\$70.61	\$112.37	\$148.37	\$184.65	\$39.14	\$57.13	\$88.96	\$114.20	\$135.38
Feb-17	\$47.43	\$73.53	\$116.26	\$152.75	\$190.98	\$39.85	\$57.78	\$90.79	\$114.47	\$132.51
Mar-17	\$47.80	\$73.05	\$116.97	\$155.98	\$191.39	\$39.48	\$58.08	\$90.63	\$114.93	\$131.76
Apr-17	\$49.46	\$76.16	\$120.19	\$160.46	\$196.25	\$41.37	\$60.28	\$92.32	\$117.68	\$135.05
May-17	\$50.64	\$76.99	\$121.52	\$157.18	\$198.57	\$42.50	\$61.53	\$94.57	\$118.95	\$134.94
Jun-17	\$51.33	\$78.30	\$121.75	\$155.80	\$199.24	\$43.06	\$62.29	\$96.28	\$120.91	\$136.76
Jul-17	\$51.13	\$78.91	\$121.29	\$157.89	\$202.63	\$43.17	\$63.24	\$98.14	\$121.73	\$138.52
Aug-17	\$51.85	\$78.77	\$122.49	\$158.50	\$197.93	\$43.81	\$63.25	\$98.63	\$146.50	\$139.75
Sep-17	\$51.27	\$76.94	\$121.00	\$157.49	\$199.66	\$43.52	\$60.89	\$95.64	\$120.33	\$134.99
Oct-17	\$50.04	\$76.02	\$119.53	\$153.31	\$195.70	\$41.39	\$59.12	\$92.58	\$116.99	\$130.84
Nov-17	\$49.33	\$74.75	\$117.61	\$150.72	\$189.48	\$40.79	\$58.79	\$90.91	\$115.14	\$129.52
Dec-17	\$48.06	\$72.87	\$114.75	\$148.20	\$185.81	\$39.91	\$57.30	\$88.69	\$112.42	\$127.88
Jan-18	\$47.80	\$72.79	\$113.77	\$146.47	\$184.11	\$39.82	\$56.72	\$87.39	\$111.31	\$126.03
Feb-18	\$48.03	\$72.69	\$113.94	\$146.34	\$182.25	\$39.66	\$56.23	\$87.27	\$110.38	\$124.98
Mar-18	\$47.74	\$71.81	\$113.13	\$145.67	\$178.67	\$39.85	\$56.70	\$87.87	\$111.01	\$126.48
Apr-18	\$49.11	\$72.61	\$116.46	\$150.15	\$180.51	\$40.97	\$57.96	\$89.65	\$112.99	\$129.14
May-18	\$49.92	\$73.47	\$117.09	\$150.14	\$184.40	\$41.47	\$58.40	\$90.41	\$112.89	\$128.39
Jun-18	\$49.70	\$73.37	\$115.15	\$148.47	\$183.34	\$41.46	\$58.64	\$91.94	\$114.26	\$144.62
Jul-18	\$49.59	\$74.99	\$117.68	\$152.44	\$185.33	\$41.29	\$59.93	\$93.69	\$117.09	\$133.43
Aug-18	\$49.89	\$74.97	\$117.27	\$152.66	\$187.92	\$41.35	\$60.07	\$94.34	\$117.43	\$134.15
Sep-18	\$48.68	\$74.37	\$116.34	\$151.89	\$187.80	\$40.97	\$58.86	\$92.39	\$114.69	\$130.79
Oct-18	\$47.35	\$71.89	\$114.08	\$147.52	\$184.47	\$39.81	\$57.50	\$90.43	\$113.06	\$129.72
Nov-18	\$46.42	\$70.74	\$112.76	\$145.14	\$181.83	\$39.03	\$57.37	\$88.70	\$111.11	\$129.41
Dec-18	\$45.75	\$69.98	\$110.40	\$142.69	\$179.06	\$38.24	\$58.09	\$88.16	\$111.14	\$128.44
Jan-19	\$45.72	\$69.89	\$109.79	\$140.64	\$179.25	\$38.36	\$56.52	\$87.45	\$109.71	\$126.40
Feb-19	\$45.57	\$69.63	\$109.71	\$141.86	\$179.81	\$38.27	\$56.19	\$87.30	\$109.55	\$126.69
Mar-19	\$46.08	\$70.78	\$111.77	\$144.34	\$182.91	\$39.52	\$56.62	\$89.58	\$111.39	\$128.01
Apr-19	\$46.74	\$72.42	\$114.18	\$147.13	\$184.02	\$39.97	\$57.45	\$91.26	\$113.20	\$128.13
May-19	\$46.97	\$73.18	\$115.82	\$148.06	\$184.47	\$40.31	\$58.11	\$92.36	\$114.05	\$129.17
Jun-19	\$47.36	\$73.09	\$116.09	\$148.54	\$184.64	\$40.16	\$58.58	\$93.21	\$115.06	\$132.04
Jul-19	\$48.53	\$72.54	\$115.97	\$148.91	\$187.69	\$39.84	\$58.68	\$94.50	\$117.15	\$133.18
Aug-19	\$47.76	\$71.92	\$116.14	\$148.53	\$185.78	\$39.84	\$57.48	\$92.39	\$114.06	\$129.03
Sep-19	\$46.49	\$70.13	\$112.97	\$146.05	\$182.88	\$37.23	\$55.11	\$88.14	\$109.83	\$124.79
Oct-19	\$45.49	\$69.40	\$112.27	\$145.67	\$181.74	\$36.86	\$54.39	\$86.28	\$109.64	\$124.09
Nov-19	\$44.97	\$68.54	\$110.25	\$143.10	\$178.92	\$37.30	\$54.14	\$85.20	\$107.66	\$124.02
Dec-19	\$44.64	\$67.98	\$109.02	\$141.59	\$177.19	\$37.16	\$53.88	\$83.93	\$106.80	\$124.17
Jan-20	\$44.83	\$68.41	\$109.42	\$141.48	\$177.55	\$36.75	\$53.78	\$83.23	\$105.63	\$121.98
Feb-20	\$44.61	\$68.35	\$108.57	\$141.71	\$177.51	\$36.54	\$53.17	\$82.91	\$105.77	\$122.00
Mar-20	\$44.78	\$68.58	\$109.18	\$143.58	\$179.47	\$37.30	\$53.95	\$84.29	\$107.95	\$124.56
Apr-20	\$43.79	\$67.11	\$106.59	\$139.95	\$175.74	\$36.80	\$52.54	\$80.69	\$103.58	\$120.77
May-20	\$43.66	\$66.61	\$105.80	\$137.45	\$174.79	\$37.81	\$53.41	\$80.54	\$102.11	\$120.07
Jun-20	\$44.39	\$66.99	\$106.63	\$138.40	\$178.59	\$39.31	\$54.10	\$82.50	\$103.88	\$121.03

Source: Radius+

**Table 8.6 – Midwest Rent Per Square Foot
(East North Central – Non-Climate-Controlled)**

	5x5	5x10	10x10	10x15	10x20
2016 Q3	\$1.72	\$1.25	\$0.97	\$0.82	\$0.69
2016 Q4	\$1.58	\$1.15	\$0.91	\$0.77	\$0.68
2017 Q1	\$1.58	\$1.15	\$0.90	\$0.76	\$0.67
2017 Q2	\$1.69	\$1.23	\$0.94	\$0.79	\$0.68
2017 Q3	\$1.74	\$1.25	\$0.97	\$0.86	\$0.69
2017 Q4	\$1.63	\$1.17	\$0.91	\$0.77	\$0.65
2018 Q1	\$1.59	\$1.13	\$0.88	\$0.74	\$0.63
2018 Q2	\$1.65	\$1.17	\$0.91	\$0.76	\$0.67
2018 Q3	\$1.65	\$1.19	\$0.93	\$0.78	\$0.66
2018 Q4	\$1.56	\$1.15	\$0.89	\$0.75	\$0.65
2019 Q1	\$1.55	\$1.13	\$0.88	\$0.74	\$0.64
2019 Q2	\$1.61	\$1.16	\$0.92	\$0.76	\$0.65
2019 Q3	\$1.56	\$1.14	\$0.92	\$0.76	\$0.65
2019 Q4	\$1.48	\$1.08	\$0.85	\$0.72	\$0.62
2020 Q1	\$1.47	\$1.07	\$0.83	\$0.71	\$0.61
2020 Q2	\$1.52	\$1.07	\$0.81	\$0.69	\$0.60

**Table 8.7 – Midwest Rent Per Square Foot
(East North Central – Climate-Controlled)**

	5x5	5x10	10x10	10x15	10x20
2016 Q3	\$2.02	\$1.54	\$1.21	\$1.03	\$0.96
2016 Q4	\$1.88	\$1.44	\$1.14	\$0.98	\$0.92
2017 Q1	\$1.86	\$1.44	\$1.15	\$1.01	\$0.94
2017 Q2	\$2.02	\$1.54	\$1.21	\$1.05	\$0.99
2017 Q3	\$2.06	\$1.56	\$1.22	\$1.05	\$1.00
2017 Q4	\$1.97	\$1.49	\$1.17	\$1.00	\$0.95
2018 Q1	\$1.91	\$1.45	\$1.14	\$0.97	\$0.91
2018 Q2	\$1.98	\$1.46	\$1.16	\$1.00	\$0.91
2018 Q3	\$1.98	\$1.50	\$1.17	\$1.02	\$0.93
2018 Q4	\$1.86	\$1.42	\$1.12	\$0.97	\$0.91
2019 Q1	\$1.83	\$1.40	\$1.10	\$0.95	\$0.90
2019 Q2	\$1.86	\$1.46	\$1.15	\$0.99	\$0.92
2019 Q3	\$1.90	\$1.43	\$1.15	\$0.99	\$0.93
2019 Q4	\$1.80	\$1.37	\$1.11	\$0.96	\$0.90
2020 Q1	\$1.79	\$1.37	\$1.09	\$0.95	\$0.89
2020 Q2	\$1.76	\$1.34	\$1.06	\$0.92	\$0.88

Table 8.8 – Midwest Rental Rates (West North Central)

	Climate-Controlled Units					Non-Climate-Controlled Units				
	5x5	5x10	10x10	10x15	10x20	5x5	5x10	10x10	10x15	10x20
Jul-16	\$62.23	\$89.12	\$135.24	\$167.57	\$216.61	\$48.03	\$63.26	\$101.97	\$126.71	\$138.94
Aug-16	\$65.79	\$90.05	\$136.17	\$167.29	\$214.88	\$44.66	\$57.97	\$93.02	\$114.14	\$129.46
Sep-16	\$64.38	\$89.31	\$134.08	\$167.13	\$223.16	\$43.15	\$57.95	\$91.37	\$113.12	\$127.62
Oct-16	\$59.47	\$90.12	\$130.49	\$164.64	\$213.62	\$42.87	\$58.86	\$93.01	\$114.05	\$132.01
Nov-16	\$60.01	\$84.53	\$127.80	\$159.61	\$223.25	\$42.81	\$59.02	\$94.60	\$117.31	\$137.87
Dec-16	\$55.08	\$78.41	\$124.29	\$157.41	\$217.55	\$41.71	\$56.65	\$93.66	\$117.50	\$136.54
Jan-17	\$54.39	\$81.05	\$125.06	\$157.58	\$211.44	\$41.19	\$56.09	\$86.93	\$109.95	\$127.92
Feb-17	\$54.22	\$82.04	\$127.23	\$159.21	\$205.22	\$40.32	\$55.23	\$83.94	\$106.11	\$122.48
Mar-17	\$56.61	\$82.15	\$125.57	\$162.22	\$205.92	\$39.76	\$55.04	\$82.88	\$103.84	\$120.84
Apr-17	\$57.38	\$83.86	\$127.27	\$162.86	\$204.22	\$40.61	\$55.89	\$84.52	\$104.53	\$119.82
May-17	\$58.53	\$84.03	\$128.63	\$162.17	\$205.86	\$42.12	\$57.89	\$86.13	\$107.09	\$121.87
Jun-17	\$55.72	\$83.50	\$126.83	\$160.08	\$198.74	\$43.23	\$58.47	\$87.63	\$109.23	\$124.86
Jul-17	\$56.98	\$86.17	\$129.26	\$168.75	\$206.96	\$46.72	\$65.83	\$94.93	\$112.89	\$128.31
Aug-17	\$55.57	\$85.50	\$128.29	\$166.74	\$210.49	\$46.01	\$67.93	\$96.09	\$115.17	\$125.92
Sep-17	\$54.26	\$82.14	\$125.13	\$160.15	\$207.52	\$44.65	\$61.53	\$90.82	\$112.73	\$123.23
Oct-17	\$52.37	\$79.30	\$121.35	\$155.05	\$202.91	\$42.79	\$58.80	\$88.62	\$108.43	\$118.29
Nov-17	\$52.52	\$79.31	\$120.12	\$155.58	\$197.98	\$43.19	\$58.14	\$86.19	\$105.40	\$114.96
Dec-17	\$53.95	\$78.36	\$120.62	\$155.36	\$198.91	\$42.89	\$57.49	\$84.79	\$102.34	\$113.34
Jan-18	\$52.67	\$77.05	\$116.99	\$150.08	\$195.93	\$42.48	\$56.13	\$82.66	\$99.46	\$110.94
Feb-18	\$52.53	\$76.90	\$116.38	\$147.97	\$191.68	\$43.63	\$60.11	\$81.69	\$99.94	\$109.09
Mar-18	\$52.23	\$75.91	\$117.10	\$144.03	\$182.88	\$43.91	\$56.35	\$82.17	\$100.46	\$109.78
Apr-18	\$53.52	\$76.94	\$120.65	\$147.90	\$188.41	\$44.46	\$58.05	\$84.46	\$102.46	\$113.01
May-18	\$54.45	\$77.11	\$117.17	\$146.35	\$180.15	\$42.38	\$57.76	\$85.03	\$102.53	\$111.66
Jun-18	\$53.48	\$77.67	\$118.66	\$148.90	\$196.08	\$46.23	\$59.04	\$85.47	\$101.59	\$113.21
Jul-18	\$52.71	\$78.12	\$119.67	\$152.02	\$191.59	\$46.16	\$58.95	\$85.30	\$102.59	\$115.17
Aug-18	\$52.80	\$77.39	\$118.20	\$149.17	\$188.74	\$45.86	\$59.86	\$87.15	\$104.16	\$116.21
Sep-18	\$52.57	\$77.02	\$117.33	\$147.33	\$186.65	\$43.50	\$57.99	\$86.27	\$103.81	\$114.37
Oct-18	\$52.03	\$76.89	\$116.08	\$147.27	\$186.00	\$43.23	\$56.21	\$85.19	\$101.84	\$114.22
Nov-18	\$52.58	\$76.28	\$116.26	\$147.51	\$183.85	\$42.86	\$55.93	\$84.69	\$104.06	\$112.12
Dec-18	\$51.83	\$75.48	\$115.69	\$146.19	\$183.89	\$41.66	\$55.23	\$82.63	\$101.96	\$111.17
Jan-19	\$51.74	\$75.03	\$114.43	\$144.97	\$183.87	\$40.97	\$55.04	\$81.47	\$99.26	\$110.06
Feb-19	\$51.48	\$74.66	\$113.99	\$143.97	\$181.21	\$40.71	\$55.94	\$81.75	\$98.98	\$109.60
Mar-19	\$50.72	\$74.13	\$113.40	\$143.92	\$181.57	\$39.91	\$56.36	\$83.58	\$99.70	\$111.10
Apr-19	\$52.20	\$75.76	\$116.77	\$147.97	\$185.94	\$41.93	\$57.54	\$86.11	\$100.35	\$111.35
May-19	\$53.08	\$77.85	\$118.05	\$150.52	\$188.93	\$44.75	\$59.03	\$88.63	\$102.33	\$113.94
Jun-19	\$53.67	\$78.17	\$118.99	\$150.62	\$189.40	\$43.96	\$59.68	\$91.79	\$100.81	\$113.99
Jul-19	\$53.95	\$77.18	\$117.82	\$149.51	\$182.80	\$44.75	\$59.80	\$90.92	\$101.85	\$114.55
Aug-19	\$54.21	\$77.29	\$118.79	\$151.26	\$188.95	\$45.23	\$57.98	\$88.21	\$103.76	\$114.21
Sep-19	\$50.97	\$74.49	\$115.77	\$148.25	\$184.59	\$42.42	\$55.58	\$84.79	\$100.41	\$112.53
Oct-19	\$51.75	\$75.41	\$114.79	\$147.92	\$183.10	\$39.76	\$54.53	\$83.40	\$99.20	\$113.11
Nov-19	\$49.39	\$72.04	\$110.40	\$144.81	\$176.74	\$38.61	\$53.77	\$81.62	\$96.15	\$109.08
Dec-19	\$49.14	\$71.14	\$108.31	\$141.98	\$172.35	\$38.59	\$52.96	\$79.97	\$95.18	\$107.08
Jan-20	\$47.10	\$70.37	\$107.90	\$139.81	\$170.75	\$37.88	\$53.79	\$79.78	\$94.85	\$108.16
Feb-20	\$46.45	\$70.56	\$106.43	\$139.21	\$173.82	\$38.12	\$52.31	\$78.79	\$94.98	\$109.69
Mar-20	\$45.98	\$71.08	\$107.47	\$140.25	\$177.62	\$38.49	\$51.91	\$79.23	\$95.59	\$110.91
Apr-20	\$46.67	\$69.78	\$105.01	\$137.23	\$172.51	\$37.71	\$50.97	\$77.36	\$96.19	\$109.99
May-20	\$47.93	\$69.20	\$103.62	\$136.16	\$169.14	\$38.92	\$51.95	\$77.14	\$95.64	\$110.05
Jun-20	\$48.05	\$71.81	\$104.25	\$136.26	\$175.50	\$39.76	\$53.13	\$79.57	\$96.43	\$111.46

Source: Radius+

**Table 8.9 – Midwest Rent Per Square Foot
(West North Central – Non-Climate-Controlled)**

	5x5	5x10	10x10	10x15	10x20
2016 Q3	\$1.80	\$1.19	\$0.95	\$0.78	\$0.65
2016 Q4	\$1.70	\$1.16	\$0.94	\$0.77	\$0.68
2017 Q1	\$1.62	\$1.11	\$0.85	\$0.71	\$0.62
2017 Q2	\$1.68	\$1.15	\$0.86	\$0.71	\$0.61
2017 Q3	\$1.83	\$1.30	\$0.94	\$0.76	\$0.63
2017 Q4	\$1.72	\$1.16	\$0.87	\$0.70	\$0.58
2018 Q1	\$1.73	\$1.15	\$0.82	\$0.67	\$0.55
2018 Q2	\$1.77	\$1.17	\$0.85	\$0.68	\$0.56
2018 Q3	\$1.81	\$1.18	\$0.86	\$0.69	\$0.58
2018 Q4	\$1.70	\$1.12	\$0.84	\$0.68	\$0.56
2019 Q1	\$1.62	\$1.12	\$0.82	\$0.66	\$0.55
2019 Q2	\$1.74	\$1.18	\$0.89	\$0.67	\$0.57
2019 Q3	\$1.77	\$1.16	\$0.88	\$0.68	\$0.57
2019 Q4	\$1.56	\$1.07	\$0.82	\$0.65	\$0.55
2020 Q1	\$1.53	\$1.05	\$0.79	\$0.63	\$0.55
2020 Q2	\$1.55	\$1.04	\$0.78	\$0.64	\$0.55

Source: Radius+

**Table 8.10 – Midwest Rent Per Square Foot
(West North Central – Climate-Controlled)**

	5x5	5x10	10x10	10x15	10x20
2016 Q3	\$2.57	\$1.79	\$1.35	\$1.12	\$1.09
2016 Q4	\$2.33	\$1.69	\$1.27	\$1.07	\$1.09
2017 Q1	\$2.20	\$1.63	\$1.25	\$1.06	\$1.04
2017 Q2	\$2.29	\$1.68	\$1.28	\$1.08	\$1.02
2017 Q3	\$2.22	\$1.69	\$1.28	\$1.10	\$1.04
2017 Q4	\$2.12	\$1.58	\$1.21	\$1.04	\$1.00
2018 Q1	\$2.10	\$1.53	\$1.17	\$0.98	\$0.96
2018 Q2	\$2.15	\$1.55	\$1.19	\$0.98	\$0.94
2018 Q3	\$2.11	\$1.55	\$1.18	\$1.00	\$0.95
2018 Q4	\$2.09	\$1.52	\$1.16	\$0.98	\$0.92
2019 Q1	\$2.05	\$1.49	\$1.14	\$0.96	\$0.91
2019 Q2	\$2.12	\$1.55	\$1.18	\$1.00	\$0.94
2019 Q3	\$2.12	\$1.53	\$1.17	\$1.00	\$0.93
2019 Q4	\$2.00	\$1.46	\$1.11	\$0.97	\$0.89
2020 Q1	\$1.86	\$1.41	\$1.07	\$0.93	\$0.87
2020 Q2	\$1.90	\$1.41	\$1.04	\$0.91	\$0.86

Source: Radius+

Table 8.11 – Northeast Rental Rates (Middle Atlantic)

	Climate-Controlled Units					Non-Climate-Controlled Units				
	5x5	5x10	10x10	10x15	10x20	5x5	5x10	10x10	10x15	10x20
Jul-16	\$71.33	\$113.20	\$177.90	\$232.68	\$287.07	\$61.31	\$90.87	\$142.08	\$179.11	\$202.82
Aug-16	\$71.08	\$112.58	\$176.42	\$231.32	\$284.49	\$58.45	\$87.42	\$135.87	\$169.75	\$196.40
Sep-16	\$68.81	\$109.32	\$171.93	\$228.42	\$284.42	\$56.62	\$84.83	\$136.08	\$167.25	\$192.12
Oct-16	\$66.77	\$108.19	\$169.05	\$223.48	\$276.03	\$55.44	\$84.44	\$135.63	\$165.25	\$193.96
Nov-16	\$64.31	\$104.30	\$164.14	\$219.04	\$273.53	\$54.42	\$82.81	\$132.42	\$165.58	\$194.78
Dec-16	\$63.37	\$100.92	\$161.81	\$218.10	\$271.17	\$52.15	\$79.98	\$132.10	\$168.88	\$202.43
Jan-17	\$64.01	\$102.05	\$164.32	\$216.20	\$270.30	\$53.82	\$81.48	\$133.00	\$168.09	\$202.25
Feb-17	\$64.20	\$103.34	\$163.46	\$216.21	\$273.72	\$53.92	\$81.69	\$132.71	\$166.38	\$200.39
Mar-17	\$64.72	\$103.85	\$164.75	\$218.31	\$275.60	\$54.59	\$81.97	\$132.29	\$167.16	\$194.92
Apr-17	\$67.98	\$107.54	\$170.27	\$225.91	\$287.54	\$56.86	\$85.56	\$135.39	\$170.54	\$194.29
May-17	\$68.65	\$109.72	\$169.88	\$227.07	\$291.87	\$58.22	\$88.43	\$136.30	\$170.95	\$193.83
Jun-17	\$68.69	\$111.96	\$173.74	\$233.14	\$297.95	\$59.07	\$89.23	\$138.72	\$174.47	\$201.43
Jul-17	\$70.10	\$112.70	\$177.43	\$240.05	\$309.68	\$59.89	\$90.07	\$142.14	\$181.16	\$210.19
Aug-17	\$69.79	\$110.51	\$174.59	\$239.61	\$310.27	\$59.27	\$89.31	\$141.44	\$180.69	\$208.07
Sep-17	\$66.99	\$107.02	\$170.19	\$233.23	\$303.90	\$56.87	\$84.88	\$137.09	\$175.52	\$200.43
Oct-17	\$65.87	\$108.52	\$167.36	\$228.17	\$290.83	\$55.98	\$84.79	\$137.42	\$171.52	\$198.01
Nov-17	\$65.66	\$105.89	\$166.31	\$225.71	\$290.46	\$55.59	\$83.54	\$135.10	\$170.63	\$197.72
Dec-17	\$64.18	\$101.47	\$163.21	\$221.93	\$283.84	\$54.67	\$81.96	\$132.72	\$167.59	\$197.67
Jan-18	\$63.38	\$101.29	\$163.29	\$222.66	\$283.75	\$54.60	\$81.32	\$131.44	\$167.07	\$196.85
Feb-18	\$63.33	\$102.36	\$164.70	\$221.56	\$287.42	\$54.63	\$82.03	\$132.83	\$168.97	\$196.52
Mar-18	\$63.72	\$103.43	\$167.47	\$225.35	\$287.92	\$57.02	\$84.66	\$137.59	\$174.80	\$198.29
Apr-18	\$66.10	\$106.69	\$172.23	\$233.61	\$299.35	\$60.17	\$86.83	\$140.60	\$176.12	\$199.51
May-18	\$69.23	\$110.41	\$173.83	\$234.69	\$304.89	\$60.24	\$89.72	\$144.01	\$181.20	\$206.58
Jun-18	\$69.17	\$110.90	\$174.27	\$235.27	\$301.34	\$60.05	\$90.73	\$144.67	\$181.80	\$203.27
Jul-18	\$69.04	\$111.70	\$173.88	\$237.39	\$307.91	\$60.28	\$91.11	\$143.84	\$181.92	\$202.83
Aug-18	\$69.05	\$111.59	\$173.66	\$237.82	\$312.80	\$59.91	\$90.82	\$143.45	\$181.75	\$202.66
Sep-18	\$67.18	\$109.23	\$171.94	\$235.48	\$308.65	\$58.38	\$87.37	\$140.60	\$177.56	\$202.22
Oct-18	\$66.05	\$107.77	\$170.50	\$231.00	\$302.16	\$57.49	\$85.89	\$140.46	\$174.68	\$198.35
Nov-18	\$65.56	\$106.95	\$168.96	\$228.29	\$303.91	\$57.49	\$85.33	\$138.02	\$175.50	\$199.97
Dec-18	\$65.24	\$104.80	\$166.90	\$226.32	\$296.56	\$56.62	\$84.59	\$136.62	\$175.50	\$202.11
Jan-19	\$64.93	\$104.24	\$166.41	\$224.11	\$297.27	\$56.64	\$84.15	\$135.31	\$172.28	\$200.54
Feb-19	\$64.24	\$103.79	\$166.16	\$224.36	\$298.55	\$57.17	\$84.30	\$136.64	\$173.11	\$203.86
Mar-19	\$64.71	\$104.83	\$168.24	\$227.99	\$304.28	\$58.47	\$86.37	\$141.63	\$177.70	\$208.22
Apr-19	\$65.75	\$107.00	\$171.05	\$230.46	\$304.05	\$58.85	\$88.67	\$143.77	\$180.28	\$212.50
May-19	\$66.39	\$109.52	\$173.95	\$232.74	\$305.08	\$60.24	\$90.75	\$145.75	\$185.94	\$213.30
Jun-19	\$66.51	\$108.79	\$174.05	\$230.65	\$298.30	\$59.69	\$91.41	\$145.75	\$188.16	\$214.17
Jul-19	\$65.99	\$106.29	\$171.63	\$227.60	\$294.02	\$59.37	\$90.62	\$145.04	\$186.39	\$210.56
Aug-19	\$65.18	\$105.77	\$170.13	\$225.51	\$295.64	\$58.84	\$88.64	\$140.71	\$178.49	\$205.62
Sep-19	\$62.26	\$102.29	\$164.27	\$222.20	\$286.70	\$56.01	\$84.16	\$134.99	\$171.43	\$198.40
Oct-19	\$61.61	\$101.28	\$161.86	\$221.35	\$285.48	\$53.79	\$81.78	\$133.22	\$169.89	\$196.70
Nov-19	\$61.18	\$100.51	\$160.62	\$219.45	\$285.29	\$53.78	\$81.16	\$130.76	\$167.10	\$196.44
Dec-19	\$61.16	\$99.89	\$159.41	\$215.58	\$283.80	\$53.75	\$81.21	\$129.85	\$164.63	\$196.23
Jan-20	\$61.11	\$98.91	\$158.48	\$214.96	\$281.33	\$54.03	\$81.64	\$129.42	\$165.67	\$196.34
Feb-20	\$60.10	\$96.34	\$155.58	\$212.25	\$280.66	\$54.70	\$80.94	\$128.93	\$166.45	\$195.40
Mar-20	\$60.79	\$96.96	\$156.37	\$213.09	\$284.54	\$55.85	\$81.29	\$130.55	\$168.75	\$198.92
Apr-20	\$57.97	\$92.31	\$147.57	\$202.97	\$270.38	\$53.71	\$77.11	\$121.98	\$161.18	\$193.32
May-20	\$57.48	\$91.98	\$145.89	\$198.34	\$264.00	\$54.23	\$78.99	\$126.05	\$159.20	\$189.16
Jun-20	\$61.15	\$97.38	\$154.84	\$208.96	\$278.67	\$56.48	\$81.67	\$131.79	\$166.00	\$190.62

Source: Radius+

**Table 8.12 – Northeast Rent Per Square Foot
(Middle Atlantic – Non-Climate-Controlled)**

Source: Radius+

	5x5	5x10	10x10	10x15	10x20
2016 Q3	\$2.34	\$1.75	\$1.38	\$1.14	\$0.98
2016 Q4	\$2.16	\$1.65	\$1.33	\$1.11	\$0.99
2017 Q1	\$2.16	\$1.63	\$1.33	\$1.12	\$1.00
2017 Q2	\$2.32	\$1.75	\$1.37	\$1.15	\$0.98
2017 Q3	\$2.35	\$1.76	\$1.40	\$1.19	\$1.03
2017 Q4	\$2.22	\$1.67	\$1.35	\$1.13	\$0.99
2018 Q1	\$2.22	\$1.65	\$1.34	\$1.14	\$0.99
2018 Q2	\$2.41	\$1.78	\$1.43	\$1.20	\$1.02
2018 Q3	\$2.38	\$1.80	\$1.43	\$1.20	\$1.01
2018 Q4	\$2.29	\$1.71	\$1.38	\$1.17	\$1.00
2019 Q1	\$2.30	\$1.70	\$1.38	\$1.16	\$1.02
2019 Q2	\$2.38	\$1.81	\$1.45	\$1.23	\$1.07
2019 Q3	\$2.58	\$2.10	\$1.69	\$1.50	\$1.46
2019 Q4	\$2.45	\$2.01	\$1.61	\$1.46	\$1.42
2020 Q1	\$2.43	\$1.95	\$1.57	\$1.42	\$1.41
2020 Q2	\$2.36	\$1.88	\$1.49	\$1.36	\$1.36

**Table 8.13 – Northeast Rent Per Square Foot
(Middle Atlantic – Climate-Controlled)**

Source: Radius+

	5x5	5x10	10x10	10x15	10x20
2016 Q3	\$2.81	\$2.23	\$1.75	\$1.54	\$1.42
2016 Q4	\$2.59	\$2.09	\$1.65	\$1.47	\$1.37
2017 Q1	\$2.57	\$2.06	\$1.64	\$1.45	\$1.37
2017 Q2	\$2.74	\$2.19	\$1.71	\$1.52	\$1.46
2017 Q3	\$2.76	\$2.20	\$1.74	\$1.58	\$1.54
2017 Q4	\$2.61	\$2.11	\$1.66	\$1.50	\$1.44
2018 Q1	\$2.54	\$2.05	\$1.65	\$1.49	\$1.43
2018 Q2	\$2.73	\$2.19	\$1.73	\$1.56	\$1.51
2018 Q3	\$2.74	\$2.22	\$1.73	\$1.58	\$1.55
2018 Q4	\$2.62	\$2.13	\$1.69	\$1.52	\$1.50
2019 Q1	\$2.59	\$2.09	\$1.67	\$1.50	\$1.50
2019 Q2	\$2.65	\$2.17	\$1.73	\$1.54	\$1.51
2019 Q3	\$2.32	\$1.76	\$1.40	\$1.19	\$1.02
2019 Q4	\$2.15	\$1.63	\$1.31	\$1.11	\$0.98
2020 Q1	\$2.19	\$1.63	\$1.30	\$1.11	\$0.98
2020 Q2	\$2.19	\$1.59	\$1.27	\$1.08	\$0.96

Table 8.14 – Northeast Rental Rates (New England)

	Climate-Controlled Units					Non-Climate-Controlled Units				
	5x5	5x10	10x10	10x15	10x20	5x5	5x10	10x10	10x15	10x20
Jul-16	\$66.00	\$101.30	\$156.90	\$207.90	\$254.60	\$58.40	\$88.00	\$137.70	\$172.70	\$197.60
Aug-16	\$64.70	\$97.00	\$156.30	\$195.60	\$238.10	\$53.40	\$79.00	\$127.10	\$156.40	\$182.80
Sep-16	\$62.70	\$93.80	\$154.00	\$197.40	\$242.40	\$50.70	\$77.70	\$121.60	\$149.90	\$176.80
Oct-16	\$57.70	\$92.80	\$151.70	\$196.10	\$243.50	\$49.60	\$75.70	\$117.20	\$148.20	\$177.20
Nov-16	\$54.90	\$90.10	\$149.60	\$191.70	\$244.10	\$49.30	\$73.20	\$116.80	\$146.20	\$177.00
Dec-16	\$56.70	\$91.40	\$145.70	\$187.70	\$246.10	\$46.70	\$71.20	\$114.10	\$143.80	\$176.40
Jan-17	\$57.70	\$88.90	\$145.10	\$193.30	\$239.00	\$46.20	\$70.00	\$111.70	\$141.40	\$176.30
Feb-17	\$56.10	\$88.70	\$145.40	\$187.40	\$235.50	\$47.00	\$69.20	\$110.80	\$140.40	\$177.00
Mar-17	\$57.00	\$89.70	\$144.60	\$185.30	\$226.70	\$46.80	\$70.60	\$112.00	\$143.90	\$174.60
Apr-17	\$64.40	\$94.10	\$151.00	\$190.80	\$244.00	\$48.30	\$76.30	\$119.80	\$151.10	\$182.50
May-17	\$63.10	\$95.30	\$156.10	\$195.70	\$249.30	\$51.20	\$80.80	\$123.80	\$154.40	\$191.80
Jun-17	\$64.47	\$96.27	\$155.91	\$201.48	\$254.31	\$52.60	\$84.15	\$125.90	\$159.03	\$196.67
Jul-17	\$64.55	\$95.26	\$152.95	\$201.86	\$245.12	\$55.11	\$83.62	\$132.05	\$159.90	\$192.31
Aug-17	\$62.09	\$95.34	\$152.94	\$205.83	\$253.58	\$56.81	\$83.58	\$129.68	\$159.90	\$186.92
Sep-17	\$61.13	\$95.44	\$149.74	\$205.94	\$257.43	\$51.14	\$76.75	\$121.09	\$151.26	\$179.33
Oct-17	\$59.65	\$92.87	\$147.94	\$197.34	\$255.85	\$49.90	\$74.68	\$118.80	\$147.03	\$173.87
Nov-17	\$58.13	\$90.52	\$145.26	\$187.24	\$246.91	\$48.12	\$73.30	\$118.29	\$143.42	\$168.38
Dec-17	\$57.12	\$89.45	\$138.70	\$185.18	\$237.19	\$46.91	\$72.35	\$116.79	\$142.44	\$167.13
Jan-18	\$56.47	\$87.33	\$139.14	\$182.95	\$237.38	\$46.28	\$71.17	\$115.29	\$142.37	\$167.12
Feb-18	\$57.51	\$88.11	\$140.71	\$182.34	\$233.36	\$47.19	\$71.70	\$115.33	\$145.39	\$169.46
Mar-18	\$57.34	\$87.34	\$140.06	\$179.25	\$229.62	\$48.87	\$73.76	\$117.28	\$142.42	\$169.75
Apr-18	\$60.10	\$89.72	\$148.22	\$181.95	\$224.83	\$51.49	\$75.79	\$120.39	\$151.49	\$173.50
May-18	\$63.86	\$92.59	\$147.67	\$192.35	\$236.20	\$52.71	\$77.76	\$122.79	\$153.82	\$176.77
Jun-18	\$62.79	\$95.59	\$149.27	\$191.16	\$234.88	\$54.87	\$80.21	\$125.22	\$155.17	\$175.58
Jul-18	\$64.17	\$98.00	\$150.42	\$191.88	\$233.88	\$54.79	\$81.96	\$126.78	\$153.58	\$176.89
Aug-18	\$61.96	\$95.38	\$148.62	\$191.16	\$236.73	\$54.94	\$81.41	\$125.77	\$154.52	\$178.05
Sep-18	\$59.96	\$95.53	\$145.37	\$189.44	\$229.95	\$52.70	\$79.71	\$125.06	\$155.19	\$178.08
Oct-18	\$59.15	\$93.99	\$143.40	\$187.39	\$227.62	\$52.23	\$79.19	\$123.38	\$151.72	\$175.82
Nov-18	\$58.18	\$89.65	\$143.28	\$184.95	\$224.22	\$52.10	\$77.06	\$120.91	\$149.57	\$177.09
Dec-18	\$56.12	\$87.30	\$140.03	\$182.65	\$231.11	\$50.13	\$75.45	\$120.33	\$153.40	\$178.87
Jan-19	\$55.41	\$87.54	\$138.96	\$177.27	\$228.10	\$50.05	\$74.14	\$119.00	\$151.14	\$174.69
Feb-19	\$55.80	\$88.53	\$140.14	\$183.37	\$239.20	\$49.76	\$73.90	\$117.48	\$150.93	\$178.06
Mar-19	\$59.42	\$92.24	\$146.78	\$198.14	\$253.54	\$49.82	\$73.11	\$118.73	\$150.76	\$189.11
Apr-19	\$62.30	\$96.31	\$149.86	\$201.64	\$256.65	\$52.13	\$75.68	\$122.78	\$151.61	\$180.33
May-19	\$67.56	\$99.43	\$153.80	\$203.21	\$256.36	\$54.01	\$77.71	\$121.95	\$149.28	\$175.39
Jun-19	\$68.04	\$98.91	\$154.72	\$205.96	\$255.34	\$53.58	\$78.36	\$123.61	\$149.21	\$178.29
Jul-19	\$67.08	\$99.53	\$151.88	\$209.31	\$248.86	\$53.59	\$76.40	\$123.11	\$148.55	\$174.97
Aug-19	\$64.53	\$97.53	\$149.96	\$196.39	\$249.31	\$53.90	\$76.61	\$119.94	\$147.25	\$168.93
Sep-19	\$62.66	\$93.71	\$146.90	\$188.23	\$238.56	\$51.40	\$74.26	\$118.50	\$144.63	\$170.86
Oct-19	\$59.86	\$90.91	\$143.12	\$185.66	\$236.38	\$49.82	\$73.41	\$117.33	\$146.37	\$173.76
Nov-19	\$58.15	\$88.94	\$139.69	\$182.79	\$235.38	\$48.99	\$72.99	\$115.98	\$146.94	\$173.01
Dec-19	\$58.03	\$88.44	\$139.20	\$181.45	\$230.80	\$48.09	\$72.72	\$116.09	\$147.62	\$172.89
Jan-20	\$58.59	\$88.80	\$137.89	\$182.15	\$231.89	\$48.13	\$71.75	\$114.56	\$144.41	\$173.01
Feb-20	\$59.72	\$89.26	\$138.57	\$184.29	\$235.06	\$48.29	\$70.85	\$113.40	\$146.55	\$173.46
Mar-20	\$61.30	\$90.07	\$140.06	\$183.78	\$239.39	\$48.78	\$71.74	\$113.98	\$147.32	\$175.88
Apr-20	\$60.82	\$88.68	\$138.09	\$177.46	\$230.96	\$47.68	\$69.62	\$110.21	\$143.96	\$168.84
May-20	\$60.86	\$88.56	\$137.90	\$178.30	\$227.82	\$50.13	\$70.75	\$109.63	\$140.35	\$168.33
Jun-20	\$61.29	\$89.09	\$138.53	\$180.43	\$230.70	\$52.88	\$75.10	\$113.73	\$147.11	\$171.69

Source: Radius+

**Table 8.15 – Northeast Rent Per Square Foot
(New England – Non-Climate-Controlled)**

Source: Radius+

	5x5	5x10	10x10	10x15	10x20
2016 Q3	\$2.15	\$1.82	\$1.28	\$1.06	\$0.92
2016 Q4	\$1.94	\$1.47	\$1.16	\$0.97	\$0.88
2017 Q1	\$1.86	\$1.40	\$1.12	\$0.95	\$0.88
2017 Q2	\$2.03	\$1.61	\$1.23	\$1.03	\$0.95
2017 Q3	\$2.17	\$1.63	\$1.28	\$1.05	\$0.93
2017 Q4	\$1.93	\$1.47	\$1.18	\$0.96	\$0.85
2018 Q1	\$1.90	\$1.44	\$1.16	\$0.97	\$0.84
2018 Q2	\$2.12	\$1.56	\$1.23	\$1.02	\$0.88
2018 Q3	\$2.17	\$1.62	\$1.26	\$1.03	\$0.89
2018 Q4	\$2.06	\$1.54	\$1.22	\$1.01	\$0.89
2019 Q1	\$2.00	\$1.47	\$1.18	\$1.01	\$0.89
2019 Q2	\$2.13	\$1.54	\$1.23	\$1.00	\$0.89
2019 Q3	\$2.12	\$1.52	\$1.21	\$0.98	\$0.86
2019 Q4	\$1.96	\$1.46	\$1.16	\$0.98	\$0.87
2020 Q1	\$1.94	\$1.43	\$1.14	\$0.97	\$0.87
2020 Q2	\$2.01	\$1.44	\$1.11	\$0.96	\$0.85

**Table 8.16 – Northeast Rent Per Square Foot
(New England – Climate-Controlled)**

Source: Radius+

	5x5	5x10	10x10	10x15	10x20
2016 Q3	\$2.57	\$1.94	\$1.56	\$1.33	\$1.22
2016 Q4	\$2.26	\$1.83	\$1.49	\$1.28	\$1.22
2017 Q1	\$2.28	\$1.78	\$1.45	\$1.26	\$1.17
2017 Q2	\$2.56	\$1.90	\$1.54	\$1.31	\$1.25
2017 Q3	\$2.50	\$1.91	\$1.52	\$1.36	\$1.26
2017 Q4	\$2.33	\$1.82	\$1.44	\$1.27	\$1.23
2018 Q1	\$2.28	\$1.74	\$1.40	\$1.21	\$1.17
2018 Q2	\$2.49	\$1.85	\$1.48	\$1.26	\$1.16
2018 Q3	\$2.48	\$1.93	\$1.48	\$1.27	\$1.17
2018 Q4	\$2.31	\$1.81	\$1.42	\$1.23	\$1.14
2019 Q1	\$2.28	\$1.79	\$1.42	\$1.24	\$1.20
2019 Q2	\$2.64	\$1.96	\$1.53	\$1.36	\$1.28
2019 Q3	\$2.59	\$1.94	\$1.50	\$1.30	\$1.23
2019 Q4	\$2.35	\$1.79	\$1.41	\$1.22	\$1.17
2020 Q1	\$2.39	\$1.79	\$1.39	\$1.22	\$1.18
2020 Q2	\$2.44	\$1.78	\$1.38	\$1.19	\$1.15

Table 8.17 – South Atlantic Rental Rates

	Climate-Controlled Units					Non-Climate-Controlled Units				
	5x5	5x10	10x10	10x15	10x20	5x5	5x10	10x10	10x15	10x20
Jul-16	\$62.81	\$89.85	\$142.05	\$180.80	\$226.95	\$51.08	\$72.47	\$114.81	\$145.00	\$167.90
Aug-16	\$58.82	\$86.76	\$137.33	\$176.64	\$217.57	\$48.26	\$67.69	\$106.36	\$132.78	\$156.96
Sep-16	\$56.23	\$86.06	\$133.68	\$172.92	\$213.68	\$45.86	\$65.75	\$103.89	\$131.93	\$154.95
Oct-16	\$55.01	\$84.51	\$131.10	\$170.36	\$213.52	\$44.73	\$64.64	\$102.48	\$130.54	\$153.85
Nov-16	\$54.13	\$82.78	\$130.25	\$170.63	\$213.26	\$43.97	\$64.72	\$104.15	\$131.73	\$157.20
Dec-16	\$54.10	\$82.59	\$130.38	\$176.38	\$210.91	\$44.75	\$66.84	\$106.37	\$135.71	\$163.84
Jan-17	\$55.40	\$83.41	\$127.86	\$168.61	\$208.44	\$45.18	\$65.49	\$103.12	\$132.10	\$156.94
Feb-17	\$56.41	\$83.77	\$128.21	\$166.83	\$211.09	\$45.10	\$65.13	\$102.42	\$130.38	\$155.23
Mar-17	\$56.01	\$83.49	\$128.31	\$167.22	\$209.76	\$45.36	\$64.20	\$102.07	\$130.50	\$155.00
Apr-17	\$58.41	\$85.55	\$131.49	\$171.33	\$217.75	\$48.13	\$66.70	\$105.76	\$134.37	\$159.56
May-17	\$60.06	\$85.94	\$130.49	\$173.04	\$221.31	\$49.31	\$68.21	\$106.28	\$135.02	\$161.09
Jun-17	\$60.41	\$86.53	\$132.73	\$176.68	\$223.19	\$49.27	\$69.34	\$108.23	\$136.54	\$163.70
Jul-17	\$60.08	\$87.98	\$133.74	\$179.83	\$231.47	\$51.17	\$70.53	\$109.26	\$140.98	\$170.97
Aug-17	\$58.64	\$88.02	\$135.47	\$179.16	\$231.47	\$50.63	\$71.37	\$110.25	\$162.60	\$168.85
Sep-17	\$57.37	\$85.92	\$132.82	\$176.99	\$227.92	\$48.84	\$69.84	\$108.40	\$174.20	\$163.20
Oct-17	\$55.93	\$84.04	\$131.01	\$173.32	\$222.74	\$47.44	\$67.24	\$105.89	\$134.73	\$157.56
Nov-17	\$54.80	\$82.91	\$129.48	\$168.94	\$214.87	\$46.10	\$65.81	\$103.44	\$131.71	\$154.04
Dec-17	\$53.41	\$80.74	\$126.47	\$163.84	\$208.94	\$45.08	\$64.49	\$101.55	\$128.84	\$151.61
Jan-18	\$53.30	\$79.74	\$124.56	\$162.43	\$208.89	\$44.79	\$64.03	\$100.73	\$127.73	\$149.72
Feb-18	\$53.25	\$79.25	\$124.77	\$162.42	\$208.65	\$45.13	\$63.93	\$101.11	\$128.68	\$149.28
Mar-18	\$53.01	\$78.57	\$124.43	\$162.11	\$209.66	\$45.17	\$64.45	\$102.41	\$129.92	\$150.67
Apr-18	\$54.24	\$80.35	\$128.29	\$165.80	\$213.24	\$46.19	\$66.06	\$105.02	\$132.61	\$156.09
May-18	\$54.71	\$80.28	\$129.12	\$167.13	\$217.12	\$47.69	\$66.55	\$105.76	\$134.92	\$157.72
Jun-18	\$54.50	\$80.46	\$130.10	\$167.61	\$215.02	\$47.70	\$67.23	\$106.85	\$135.71	\$158.53
Jul-18	\$54.91	\$81.63	\$132.48	\$170.73	\$218.74	\$47.32	\$67.81	\$107.96	\$135.64	\$160.66
Aug-18	\$55.02	\$81.64	\$131.14	\$172.43	\$219.34	\$46.64	\$67.24	\$107.18	\$136.23	\$159.28
Sep-18	\$53.80	\$81.07	\$128.32	\$170.20	\$216.34	\$45.20	\$65.67	\$105.35	\$134.47	\$158.64
Oct-18	\$52.68	\$79.93	\$126.14	\$166.12	\$211.91	\$44.59	\$65.26	\$106.03	\$133.23	\$156.67
Nov-18	\$51.92	\$79.46	\$125.08	\$163.98	\$209.05	\$44.77	\$65.52	\$120.05	\$132.29	\$154.89
Dec-18	\$52.81	\$78.91	\$123.17	\$162.17	\$208.04	\$44.91	\$64.79	\$121.64	\$131.10	\$153.49
Jan-19	\$53.16	\$78.70	\$123.61	\$162.22	\$208.62	\$44.32	\$64.17	\$102.76	\$130.59	\$153.15
Feb-19	\$52.98	\$78.04	\$123.37	\$161.72	\$209.36	\$44.07	\$64.04	\$102.57	\$130.98	\$154.49
Mar-19	\$53.09	\$79.51	\$125.04	\$163.84	\$210.03	\$44.27	\$65.16	\$104.01	\$132.04	\$156.01
Apr-19	\$54.32	\$81.51	\$127.41	\$166.51	\$213.50	\$46.20	\$67.34	\$105.85	\$134.34	\$158.93
May-19	\$55.39	\$82.84	\$128.75	\$168.28	\$217.06	\$46.87	\$67.74	\$106.11	\$137.06	\$159.68
Jun-19	\$55.48	\$83.06	\$130.88	\$170.30	\$220.06	\$46.42	\$67.90	\$106.06	\$138.32	\$159.56
Jul-19	\$55.35	\$82.19	\$129.39	\$170.18	\$221.12	\$46.99	\$67.68	\$106.94	\$139.60	\$159.11
Aug-19	\$54.60	\$81.06	\$128.23	\$169.37	\$218.06	\$46.83	\$66.77	\$104.82	\$136.87	\$158.90
Sep-19	\$52.62	\$78.61	\$124.70	\$165.16	\$214.46	\$44.21	\$63.38	\$100.91	\$131.90	\$154.86
Oct-19	\$51.61	\$77.70	\$124.18	\$163.38	\$209.94	\$43.03	\$62.11	\$100.10	\$129.64	\$154.05
Nov-19	\$50.78	\$76.54	\$123.09	\$161.61	\$207.87	\$43.29	\$61.87	\$98.61	\$127.43	\$152.67
Dec-19	\$50.43	\$76.26	\$121.10	\$160.37	\$204.88	\$43.66	\$62.28	\$97.72	\$126.51	\$150.15
Jan-20	\$50.90	\$76.66	\$121.73	\$160.36	\$203.34	\$44.18	\$62.56	\$98.84	\$127.01	\$150.78
Feb-20	\$50.75	\$75.18	\$120.38	\$157.71	\$203.00	\$43.47	\$61.45	\$98.19	\$126.58	\$149.60
Mar-20	\$51.02	\$75.86	\$121.66	\$158.43	\$204.21	\$44.38	\$62.40	\$98.82	\$127.51	\$151.39
Apr-20	\$48.52	\$71.97	\$114.82	\$149.73	\$194.05	\$43.60	\$59.91	\$93.11	\$120.71	\$145.97
May-20	\$47.30	\$70.89	\$111.98	\$146.19	\$190.81	\$43.18	\$59.87	\$92.73	\$120.66	\$142.30
Jun-20	\$49.25	\$73.58	\$116.88	\$153.49	\$200.28	\$44.11	\$62.04	\$96.46	\$124.48	\$147.05

Source: Radius+

Table 8.18 – South Atlantic Rent Per Square Foot

(Non-Climate-Controlled) Source: Radius+

	5x5	5x10	10x10	10x15	10x20
2016 Q3	\$1.93	\$1.37	\$1.08	\$0.91	\$0.80
2016 Q4	\$1.78	\$1.31	\$1.04	\$0.88	\$0.79
2017 Q1	\$1.81	\$1.30	\$1.03	\$0.87	\$0.78
2017 Q2	\$1.96	\$1.36	\$1.07	\$0.90	\$0.81
2017 Q3	\$2.01	\$1.41	\$1.09	\$1.06	\$0.84
2017 Q4	\$1.85	\$1.32	\$1.04	\$0.88	\$0.77
2018 Q1	\$1.80	\$1.28	\$1.01	\$0.86	\$0.75
2018 Q2	\$1.89	\$1.33	\$1.06	\$0.90	\$0.79
2018 Q3	\$1.86	\$1.34	\$1.07	\$0.90	\$0.80
2018 Q4	\$1.79	\$1.30	\$1.15	\$0.88	\$0.78
2019 Q1	\$1.77	\$1.29	\$1.03	\$0.87	\$0.77
2019 Q2	\$1.86	\$1.35	\$1.06	\$0.91	\$0.80
2019 Q3	\$1.84	\$1.32	\$1.04	\$0.91	\$0.79
2019 Q4	\$1.73	\$1.24	\$0.99	\$0.85	\$0.76
2020 Q1	\$1.76	\$1.24	\$0.99	\$0.85	\$0.75
2020 Q2	\$1.75	\$1.21	\$0.94	\$0.81	\$0.73

Table 8.19 – South Atlantic Rent Per Square Foot

(Climate-Controlled) Source: Radius+

	5x5	5x10	10x10	10x15	10x20
2016 Q3	\$2.36	\$1.76	\$1.37	\$1.18	\$1.09
2016 Q4	\$2.18	\$1.67	\$1.31	\$1.15	\$1.06
2017 Q1	\$2.24	\$1.67	\$1.28	\$1.12	\$1.05
2017 Q2	\$2.38	\$1.72	\$1.32	\$1.16	\$1.10
2017 Q3	\$2.35	\$1.75	\$1.34	\$1.19	\$1.15
2017 Q4	\$2.19	\$1.65	\$1.29	\$1.12	\$1.08
2018 Q1	\$2.13	\$1.58	\$1.25	\$1.08	\$1.05
2018 Q2	\$2.18	\$1.61	\$1.29	\$1.11	\$1.08
2018 Q3	\$2.18	\$1.63	\$1.31	\$1.14	\$1.09
2018 Q4	\$2.10	\$1.59	\$1.25	\$1.09	\$1.05
2019 Q1	\$2.12	\$1.58	\$1.24	\$1.08	\$1.05
2019 Q2	\$2.20	\$1.65	\$1.29	\$1.12	\$1.08
2019 Q3	\$2.17	\$1.61	\$1.27	\$1.12	\$1.09
2019 Q4	\$2.04	\$1.54	\$1.23	\$1.08	\$1.04
2020 Q1	\$2.04	\$1.52	\$1.21	\$1.06	\$1.02
2020 Q2	\$1.93	\$1.44	\$1.15	\$1.00	\$0.98

Table 8.20 – South Rental Rates (East South Central)

	Climate-Controlled Units					Non-Climate-Controlled Units				
	5x5	5x10	10x10	10x15	10x20	5x5	5x10	10x10	10x15	10x20
Jul-16	\$61.60	\$68.80	\$136.20	\$177.50	\$223.00	\$53.20	\$70.90	\$110.60	\$139.80	\$166.00
Aug-16	\$59.70	\$68.10	\$134.80	\$175.00	\$214.20	\$48.00	\$68.00	\$104.30	\$124.30	\$145.50
Sep-16	\$56.60	\$65.60	\$131.60	\$172.40	\$215.60	\$46.00	\$66.20	\$102.40	\$127.80	\$141.60
Oct-16	\$54.80	\$62.80	\$129.40	\$168.90	\$212.30	\$45.00	\$64.60	\$100.20	\$126.30	\$146.10
Nov-16	\$53.60	\$61.50	\$127.60	\$167.50	\$210.80	\$44.00	\$64.00	\$100.10	\$127.70	\$150.90
Dec-16	\$52.70	\$60.60	\$125.50	\$170.50	\$207.00	\$45.20	\$65.70	\$100.80	\$124.80	\$151.70
Jan-17	\$54.60	\$61.50	\$124.30	\$165.80	\$207.40	\$45.80	\$63.90	\$98.80	\$124.30	\$152.00
Feb-17	\$55.40	\$62.30	\$124.70	\$164.70	\$209.70	\$45.20	\$64.60	\$98.60	\$126.40	\$152.90
Mar-17	\$54.90	\$62.30	\$124.90	\$165.30	\$207.60	\$45.50	\$64.30	\$97.90	\$123.60	\$151.90
Apr-17	\$58.20	\$64.30	\$128.50	\$169.40	\$215.40	\$48.40	\$68.10	\$103.10	\$127.60	\$164.10
May-17	\$60.50	\$65.40	\$129.00	\$171.00	\$217.00	\$49.70	\$70.10	\$103.70	\$130.50	\$164.20
Jun-17	\$60.00	\$66.00	\$131.70	\$174.50	\$223.50	\$50.20	\$69.70	\$104.90	\$132.00	\$169.10
Jul-17	\$60.78	\$67.77	\$133.68	\$179.72	\$233.28	\$51.14	\$70.38	\$107.02	\$132.18	\$178.15
Aug-17	\$58.55	\$67.04	\$133.08	\$177.77	\$227.39	\$50.70	\$71.12	\$107.71	\$146.62	\$171.65
Sep-17	\$56.33	\$64.55	\$130.01	\$175.00	\$222.99	\$48.03	\$69.75	\$104.91	\$152.43	\$162.24
Oct-17	\$53.50	\$79.84	\$122.18	\$166.42	\$214.07	\$45.26	\$64.32	\$96.64	\$118.33	\$154.97
Nov-17	\$52.91	\$78.26	\$120.41	\$161.37	\$209.74	\$44.69	\$64.66	\$94.92	\$119.61	\$154.76
Dec-17	\$51.82	\$77.20	\$118.00	\$158.85	\$206.68	\$44.37	\$63.87	\$93.96	\$117.21	\$152.06
Jan-18	\$51.90	\$75.75	\$116.63	\$155.59	\$203.65	\$43.79	\$64.48	\$91.88	\$116.22	\$149.19
Feb-18	\$51.68	\$75.34	\$115.79	\$154.92	\$205.90	\$43.27	\$65.34	\$90.24	\$117.91	\$142.07
Mar-18	\$51.37	\$77.47	\$117.27	\$155.96	\$203.12	\$44.37	\$63.75	\$92.78	\$114.73	\$149.98
Apr-18	\$53.70	\$79.42	\$121.84	\$161.04	\$208.24	\$45.86	\$67.54	\$97.07	\$116.73	\$160.66
May-18	\$55.31	\$82.84	\$127.57	\$164.60	\$214.99	\$45.56	\$73.42	\$103.43	\$118.85	\$168.92
Jun-18	\$55.58	\$82.90	\$128.11	\$165.29	\$213.36	\$45.75	\$72.41	\$101.02	\$118.08	\$174.36
Jul-18	\$56.55	\$84.27	\$128.68	\$166.39	\$215.37	\$47.81	\$68.09	\$99.07	\$133.33	\$165.29
Aug-18	\$57.04	\$83.01	\$128.52	\$169.20	\$217.79	\$47.25	\$72.31	\$101.46	\$157.99	\$170.99
Sep-18	\$55.06	\$80.86	\$125.46	\$166.51	\$215.56	\$45.34	\$67.49	\$99.23	\$144.98	\$162.83
Oct-18	\$54.10	\$79.36	\$122.82	\$163.81	\$210.68	\$45.25	\$69.10	\$97.63	\$148.97	\$151.74
Nov-18	\$53.36	\$79.18	\$123.93	\$160.64	\$207.15	\$44.95	\$68.34	\$94.40	\$135.76	\$155.09
Dec-18	\$52.45	\$78.03	\$121.68	\$155.71	\$203.87	\$45.61	\$68.72	\$94.06	\$118.73	\$146.87
Jan-19	\$52.62	\$78.90	\$121.14	\$156.00	\$207.89	\$45.18	\$67.84	\$97.28	\$108.01	\$148.11
Feb-19	\$52.72	\$79.61	\$122.44	\$156.56	\$207.64	\$45.03	\$67.94	\$100.33	\$117.70	\$167.01
Mar-19	\$52.81	\$79.42	\$122.08	\$158.15	\$211.20	\$44.58	\$65.09	\$100.58	\$121.59	\$158.23
Apr-19	\$53.77	\$79.97	\$124.05	\$160.95	\$213.04	\$44.41	\$65.33	\$105.32	\$120.83	\$167.03
May-19	\$54.63	\$81.82	\$126.25	\$162.19	\$221.05	\$45.53	\$68.97	\$104.28	\$127.81	\$167.57
Jun-19	\$56.35	\$83.90	\$128.35	\$163.43	\$216.56	\$45.72	\$66.36	\$102.96	\$131.56	\$165.50
Jul-19	\$55.05	\$84.07	\$124.87	\$162.43	\$213.26	\$44.66	\$64.28	\$99.66	\$124.13	\$160.66
Aug-19	\$54.54	\$82.20	\$123.07	\$162.59	\$207.89	\$43.59	\$63.80	\$101.52	\$119.65	\$158.88
Sep-19	\$52.23	\$77.65	\$118.43	\$153.97	\$200.61	\$42.13	\$62.36	\$96.54	\$120.07	\$154.00
Oct-19	\$52.86	\$78.32	\$120.71	\$158.85	\$205.15	\$42.01	\$63.27	\$93.91	\$117.68	\$153.28
Nov-19	\$51.81	\$75.69	\$118.48	\$156.90	\$205.63	\$42.75	\$63.71	\$90.55	\$113.56	\$151.20
Dec-19	\$52.21	\$75.43	\$118.88	\$156.42	\$201.60	\$43.16	\$63.30	\$93.76	\$114.06	\$145.88
Jan-20	\$52.20	\$76.53	\$118.31	\$155.92	\$202.73	\$44.10	\$63.30	\$94.14	\$116.28	\$148.22
Feb-20	\$50.91	\$75.00	\$116.97	\$154.77	\$198.78	\$45.03	\$64.22	\$92.15	\$125.98	\$152.30
Mar-20	\$52.63	\$77.45	\$119.02	\$157.27	\$201.90	\$47.23	\$67.02	\$92.45	\$121.11	\$154.33
Apr-20	\$50.46	\$75.09	\$112.00	\$149.34	\$197.61	\$48.22	\$67.46	\$93.44	\$118.91	\$151.87
May-20	\$49.39	\$72.65	\$110.13	\$145.28	\$198.03	\$44.64	\$64.55	\$91.89	\$120.81	\$150.77
Jun-20	\$49.94	\$75.24	\$114.72	\$147.68	\$196.08	\$43.23	\$63.65	\$91.69	\$117.91	\$144.57

Source: Radius+

Table 8.21 – South Rent Per Square Foot

(East South Central – Non-Climate-Controlled) Source: Radius+

	5x5	5x10	10x10	10x15	10x20
2016 Q3	\$1.95	\$1.36	\$1.05	\$0.87	\$0.74
2016 Q4	\$1.79	\$1.30	\$1.00	\$0.84	\$0.75
2017 Q1	\$1.82	\$1.28	\$0.98	\$0.83	\$0.76
2017 Q2	\$1.98	\$1.39	\$1.04	\$0.87	\$0.83
2017 Q3	\$2.00	\$1.41	\$1.07	\$0.96	\$0.85
2017 Q4	\$1.79	\$1.29	\$0.95	\$0.79	\$0.77
2018 Q1	\$1.75	\$1.29	\$0.92	\$0.78	\$0.74
2018 Q2	\$1.83	\$1.42	\$1.00	\$0.79	\$0.84
2018 Q3	\$1.87	\$1.39	\$1.00	\$0.97	\$0.83
2018 Q4	\$1.81	\$1.37	\$0.95	\$0.90	\$0.76
2019 Q1	\$1.80	\$1.34	\$0.99	\$0.77	\$0.79
2019 Q2	\$1.81	\$1.34	\$1.04	\$0.84	\$0.83
2019 Q3	\$1.74	\$1.27	\$0.99	\$0.81	\$0.79
2019 Q4	\$1.71	\$1.27	\$0.93	\$0.77	\$0.75
2020 Q1	\$1.82	\$1.30	\$0.93	\$0.81	\$0.76
2020 Q2	\$1.81	\$1.30	\$0.92	\$0.79	\$0.75

Table 8.22 – South Rent Per Square Foot

(East South Central – Climate-Controlled) Source: Radius+

	5x5	5x10	10x10	10x15	10x20
2016 Q3	\$2.36	\$1.75	\$1.34	\$1.16	\$1.08
2016 Q4	\$2.15	\$1.63	\$1.27	\$1.13	\$1.05
2017 Q1	\$2.20	\$1.64	\$1.25	\$1.10	\$1.04
2017 Q2	\$2.38	\$1.70	\$1.30	\$1.14	\$1.09
2017 Q3	\$2.34	\$1.73	\$1.32	\$1.18	\$1.14
2017 Q4	\$2.11	\$1.57	\$1.20	\$1.08	\$1.05
2018 Q1	\$2.07	\$1.52	\$1.17	\$1.04	\$1.02
2018 Q2	\$2.19	\$1.63	\$1.26	\$1.09	\$1.06
2018 Q3	\$2.25	\$1.65	\$1.28	\$1.12	\$1.08
2018 Q4	\$2.13	\$1.58	\$1.23	\$1.07	\$1.04
2019 Q1	\$2.11	\$1.59	\$1.22	\$1.05	\$1.04
2019 Q2	\$2.20	\$1.64	\$1.26	\$1.08	\$1.08
2019 Q3	\$2.16	\$1.63	\$1.22	\$1.06	\$1.04
2019 Q4	\$2.09	\$1.53	\$1.19	\$1.05	\$1.02
2020 Q1	\$2.08	\$1.53	\$1.18	\$1.04	\$1.01
2020 Q2	\$2.00	\$1.49	\$1.12	\$0.98	\$0.99

Table 8.23 – South Rental Rates (West South Central)

	Climate-Controlled Units					Non-Climate-Controlled Units				
	5x5	5x10	10x10	10x15	10x20	5x5	5x10	10x10	10x15	10x20
Jul-16	\$51.80	\$77.00	\$115.30	\$147.90	\$182.90	\$39.50	\$56.40	\$86.20	\$115.00	\$125.50
Aug-16	\$56.90	\$76.70	\$112.60	\$144.90	\$178.60	\$37.60	\$52.30	\$78.20	\$100.00	\$119.10
Sep-16	\$56.30	\$75.30	\$111.90	\$148.10	\$176.20	\$36.30	\$50.80	\$77.30	\$97.40	\$116.40
Oct-16	\$53.70	\$70.90	\$108.80	\$143.50	\$175.70	\$34.50	\$49.40	\$76.00	\$94.90	\$115.10
Nov-16	\$47.70	\$67.10	\$104.60	\$143.40	\$172.90	\$32.60	\$46.70	\$72.30	\$90.90	\$112.40
Dec-16	\$44.00	\$65.30	\$102.60	\$140.30	\$167.90	\$31.10	\$45.30	\$73.60	\$91.30	\$116.30
Jan-17	\$48.80	\$68.30	\$105.00	\$136.20	\$171.00	\$33.90	\$47.80	\$74.50	\$93.90	\$114.50
Feb-17	\$52.60	\$71.90	\$108.80	\$141.40	\$176.20	\$34.80	\$48.80	\$74.50	\$93.30	\$111.60
Mar-17	\$52.60	\$72.40	\$108.70	\$142.80	\$176.20	\$34.70	\$48.30	\$74.20	\$93.80	\$110.90
Apr-17	\$54.00	\$74.20	\$111.20	\$147.60	\$174.20	\$35.10	\$49.90	\$75.50	\$96.40	\$113.90
May-17	\$55.10	\$75.50	\$112.20	\$149.20	\$174.60	\$36.40	\$51.30	\$77.30	\$98.10	\$115.40
Jun-17	\$56.40	\$79.50	\$112.60	\$144.50	\$170.90	\$38.00	\$52.60	\$77.90	\$97.50	\$117.90
Jul-17	\$53.97	\$78.77	\$111.25	\$137.69	\$170.92	\$36.26	\$52.93	\$79.98	\$99.94	\$120.11
Aug-17	\$51.68	\$76.20	\$109.64	\$139.54	\$172.64	\$36.80	\$52.77	\$81.17	\$101.39	\$119.37
Sep-17	\$49.99	\$74.54	\$110.90	\$141.02	\$174.70	\$37.80	\$52.88	\$81.63	\$102.09	\$117.56
Oct-17	\$49.95	\$73.77	\$109.20	\$140.09	\$172.15	\$37.62	\$52.65	\$79.89	\$100.60	\$116.22
Nov-17	\$49.74	\$72.88	\$108.36	\$139.39	\$171.40	\$37.49	\$52.12	\$79.54	\$99.04	\$114.00
Dec-17	\$48.43	\$70.08	\$106.56	\$135.94	\$167.90	\$37.14	\$51.21	\$77.99	\$97.61	\$113.34
Jan-18	\$48.54	\$69.40	\$105.69	\$135.67	\$167.93	\$36.47	\$50.64	\$76.96	\$97.12	\$111.97
Feb-18	\$48.70	\$69.82	\$106.83	\$137.07	\$169.54	\$36.50	\$50.88	\$77.02	\$97.69	\$113.53
Mar-18	\$48.10	\$69.49	\$105.78	\$137.02	\$167.96	\$36.55	\$51.27	\$77.77	\$98.79	\$115.42
Apr-18	\$49.79	\$71.14	\$107.17	\$138.08	\$169.95	\$37.04	\$51.81	\$78.92	\$99.73	\$116.33
May-18	\$49.92	\$71.01	\$107.58	\$138.15	\$171.03	\$37.17	\$52.09	\$79.10	\$99.65	\$114.86
Jun-18	\$50.21	\$71.57	\$108.66	\$141.02	\$173.77	\$36.54	\$51.40	\$78.65	\$99.83	\$115.16
Jul-18	\$50.06	\$71.20	\$109.10	\$142.30	\$176.34	\$36.38	\$50.84	\$78.89	\$100.03	\$114.98
Aug-18	\$49.55	\$70.69	\$107.82	\$140.60	\$179.01	\$36.45	\$50.60	\$78.33	\$98.42	\$114.73
Sep-18	\$48.23	\$69.76	\$106.71	\$139.82	\$176.65	\$35.77	\$50.53	\$77.23	\$97.64	\$113.39
Oct-18	\$47.83	\$68.94	\$106.07	\$138.33	\$171.11	\$35.10	\$50.07	\$76.32	\$96.98	\$114.05
Nov-18	\$47.77	\$69.40	\$106.35	\$137.24	\$172.75	\$35.42	\$49.73	\$75.99	\$97.03	\$113.86
Dec-18	\$47.23	\$68.86	\$106.04	\$135.72	\$171.84	\$35.79	\$49.40	\$76.04	\$97.20	\$113.79
Jan-19	\$47.20	\$68.80	\$106.56	\$135.01	\$172.92	\$35.35	\$48.97	\$74.97	\$96.41	\$112.27
Feb-19	\$47.17	\$68.68	\$107.00	\$135.46	\$172.45	\$35.06	\$49.74	\$76.43	\$97.79	\$114.03
Mar-19	\$47.58	\$69.70	\$107.51	\$138.02	\$173.39	\$35.56	\$51.14	\$78.11	\$98.25	\$115.03
Apr-19	\$48.34	\$70.79	\$108.46	\$138.61	\$174.42	\$36.21	\$51.95	\$78.39	\$98.68	\$115.67
May-19	\$47.89	\$71.02	\$109.16	\$140.35	\$175.33	\$36.88	\$52.31	\$78.50	\$98.79	\$115.16
Jun-19	\$48.43	\$71.35	\$108.95	\$141.38	\$175.86	\$37.02	\$52.42	\$78.79	\$98.49	\$115.31
Jul-19	\$49.24	\$71.52	\$108.82	\$141.19	\$178.05	\$36.80	\$51.38	\$78.51	\$98.76	\$115.06
Aug-19	\$49.16	\$70.41	\$108.19	\$140.67	\$177.45	\$36.22	\$50.26	\$76.79	\$96.00	\$112.67
Sep-19	\$48.15	\$69.24	\$105.71	\$138.91	\$176.79	\$35.70	\$49.75	\$76.15	\$95.26	\$111.96
Oct-19	\$48.21	\$69.68	\$106.98	\$139.01	\$176.02	\$34.94	\$49.11	\$75.30	\$95.29	\$112.16
Nov-19	\$47.08	\$69.48	\$106.18	\$138.39	\$175.05	\$35.18	\$48.75	\$74.25	\$94.21	\$110.87
Dec-19	\$47.60	\$69.42	\$106.13	\$138.42	\$174.64	\$35.50	\$49.26	\$74.63	\$94.79	\$111.23
Jan-20	\$47.84	\$69.70	\$106.64	\$139.22	\$173.99	\$35.30	\$49.35	\$74.52	\$94.82	\$111.29
Feb-20	\$47.53	\$68.95	\$105.37	\$138.15	\$173.77	\$35.27	\$49.19	\$74.39	\$94.85	\$111.44
Mar-20	\$47.68	\$68.39	\$105.63	\$137.73	\$172.42	\$35.48	\$49.45	\$74.66	\$95.51	\$112.89
Apr-20	\$46.63	\$67.10	\$103.19	\$134.57	\$168.67	\$35.33	\$48.47	\$73.02	\$93.82	\$112.00
May-20	\$45.33	\$66.58	\$101.65	\$132.58	\$169.02	\$35.97	\$48.34	\$73.36	\$94.35	\$111.61
Jun-20	\$46.27	\$67.91	\$102.89	\$136.03	\$171.79	\$36.13	\$48.99	\$73.74	\$93.88	\$111.13

Source: Radius+

Table 8.24 – South Rent Per Square Foot

(West South Central – Non-Climate-Controlled)					Source: Radius+
	5x5	5x10	10x10	10x15	10x20
2016 Q3	\$1.51	\$1.06	\$0.80	\$0.69	\$0.60
2016 Q4	\$1.31	\$0.94	\$0.74	\$0.62	\$0.57
2017 Q1	\$1.38	\$0.96	\$0.74	\$0.62	\$0.56
2017 Q2	\$1.46	\$1.03	\$0.77	\$0.65	\$0.58
2017 Q3	\$1.48	\$1.06	\$0.81	\$0.67	\$0.60
2017 Q4	\$1.50	\$1.04	\$0.79	\$0.66	\$0.57
2018 Q1	\$1.46	\$1.02	\$0.77	\$0.65	\$0.57
2018 Q2	\$1.48	\$1.04	\$0.79	\$0.67	\$0.58
2018 Q3	\$1.45	\$1.01	\$0.78	\$0.66	\$0.57
2018 Q4	\$1.42	\$0.99	\$0.76	\$0.65	\$0.57
2019 Q1	\$1.41	\$1.00	\$0.76	\$0.65	\$0.57
2019 Q2	\$1.47	\$1.04	\$0.79	\$0.66	\$0.58
2019 Q3	\$1.45	\$1.01	\$0.77	\$0.64	\$0.57
2019 Q4	\$1.41	\$0.98	\$0.75	\$0.63	\$0.56
2020 Q1	\$1.41	\$0.99	\$0.75	\$0.63	\$0.56
2020 Q2	\$1.43	\$0.97	\$0.73	\$0.63	\$0.56

Table 8.25 – South Rent Per Square Foot

(West South Central – Climate-Controlled)					Source: Radius+
	5x5	5x10	10x10	10x15	10x20
2016 Q3	\$2.21	\$1.53	\$1.13	\$0.98	\$0.89
2016 Q4	\$1.94	\$1.36	\$1.05	\$0.95	\$0.86
2017 Q1	\$2.04	\$1.41	\$1.07	\$0.93	\$0.87
2017 Q2	\$2.21	\$1.53	\$1.12	\$0.96	\$0.87
2017 Q3	\$2.08	\$1.53	\$1.11	\$0.93	\$0.86
2017 Q4	\$1.97	\$1.44	\$1.08	\$0.92	\$0.85
2018 Q1	\$1.94	\$1.39	\$1.06	\$0.91	\$0.84
2018 Q2	\$2.00	\$1.42	\$1.08	\$0.93	\$0.86
2018 Q3	\$1.97	\$1.41	\$1.08	\$0.94	\$0.89
2018 Q4	\$1.90	\$1.38	\$1.06	\$0.91	\$0.86
2019 Q1	\$1.89	\$1.38	\$1.07	\$0.91	\$0.86
2019 Q2	\$1.93	\$1.42	\$1.09	\$0.93	\$0.88
2019 Q3	\$1.95	\$1.41	\$1.08	\$0.94	\$0.89
2019 Q4	\$1.91	\$1.39	\$1.06	\$0.92	\$0.88
2020 Q1	\$1.91	\$1.38	\$1.06	\$0.92	\$0.87
2020 Q2	\$1.84	\$1.34	\$1.03	\$0.90	\$0.85

Table 8.26 – West Rental Rates (Mountain)

	Climate-Controlled Units					Non-Climate-Controlled Units				
	5x5	5x10	10x10	10x15	10x20	5x5	5x10	10x10	10x15	10x20
Jul-16	\$46.70	\$76.30	\$115.20	\$150.00	\$188.10	\$41.10	\$60.30	\$96.90	\$128.20	\$144.50
Aug-16	\$48.70	\$74.20	\$109.70	\$149.00	\$185.80	\$40.80	\$56.50	\$87.30	\$112.50	\$133.30
Sep-16	\$48.70	\$73.10	\$108.60	\$155.20	\$189.30	\$40.60	\$54.90	\$85.70	\$110.40	\$130.20
Oct-16	\$47.50	\$72.80	\$113.00	\$144.80	\$205.20	\$39.90	\$55.50	\$84.70	\$107.90	\$130.20
Nov-16	\$44.30	\$71.70	\$106.00	\$131.30	\$202.10	\$38.80	\$54.40	\$81.10	\$104.50	\$129.50
Dec-16	\$42.70	\$73.60	\$104.70	\$138.40	\$192.00	\$38.70	\$56.50	\$81.70	\$110.60	\$135.30
Jan-17	\$48.30	\$72.70	\$103.30	\$136.80	\$180.10	\$40.00	\$55.30	\$84.20	\$110.50	\$131.50
Feb-17	\$49.10	\$72.40	\$103.40	\$138.50	\$172.00	\$40.10	\$54.00	\$84.30	\$110.10	\$129.70
Mar-17	\$49.70	\$73.60	\$104.70	\$138.20	\$172.80	\$39.80	\$53.70	\$84.60	\$109.00	\$127.80
Apr-17	\$50.90	\$75.90	\$108.90	\$142.20	\$179.30	\$42.10	\$56.30	\$86.60	\$111.80	\$131.60
May-17	\$50.30	\$71.50	\$108.00	\$144.80	\$181.50	\$43.20	\$57.10	\$90.00	\$114.10	\$134.20
Jun-17	\$52.00	\$71.00	\$107.30	\$142.50	\$182.60	\$44.60	\$58.20	\$92.20	\$116.40	\$136.30
Jul-17	\$53.47	\$76.13	\$114.54	\$151.48	\$197.30	\$45.44	\$60.40	\$94.42	\$121.03	\$140.28
Aug-17	\$50.85	\$75.04	\$113.37	\$152.05	\$200.79	\$45.00	\$60.42	\$92.97	\$119.79	\$138.20
Sep-17	\$51.77	\$73.79	\$109.52	\$147.17	\$195.00	\$41.59	\$58.25	\$89.63	\$113.37	\$130.24
Oct-17	\$52.08	\$72.12	\$107.58	\$145.71	\$184.08	\$39.83	\$57.34	\$88.41	\$112.72	\$130.60
Nov-17	\$50.21	\$71.24	\$106.38	\$143.99	\$181.62	\$41.24	\$57.25	\$89.98	\$112.12	\$128.44
Dec-17	\$49.36	\$70.38	\$105.29	\$141.20	\$177.99	\$40.80	\$57.11	\$88.68	\$109.29	\$126.17
Jan-18	\$49.08	\$70.46	\$105.16	\$143.45	\$181.39	\$39.67	\$56.24	\$87.12	\$108.52	\$126.78
Feb-18	\$49.22	\$70.83	\$106.51	\$143.52	\$185.81	\$41.03	\$55.64	\$86.69	\$108.69	\$127.84
Mar-18	\$48.92	\$70.78	\$107.27	\$143.07	\$180.01	\$40.98	\$56.30	\$86.95	\$110.93	\$129.45
Apr-18	\$48.37	\$72.05	\$108.08	\$143.03	\$178.31	\$40.52	\$57.21	\$88.03	\$113.97	\$132.83
May-18	\$48.47	\$72.34	\$108.61	\$139.35	\$180.43	\$41.46	\$58.15	\$90.26	\$116.03	\$134.38
Jun-18	\$50.22	\$72.46	\$108.94	\$140.26	\$178.56	\$41.93	\$58.28	\$90.45	\$115.87	\$134.62
Jul-18	\$50.73	\$72.66	\$110.67	\$143.88	\$181.51	\$41.13	\$57.73	\$89.54	\$115.52	\$133.53
Aug-18	\$49.40	\$73.06	\$109.71	\$144.39	\$180.00	\$41.67	\$58.41	\$89.21	\$114.53	\$132.17
Sep-18	\$49.96	\$73.62	\$108.76	\$144.32	\$174.98	\$41.95	\$57.97	\$90.00	\$113.22	\$131.96
Oct-18	\$48.99	\$72.85	\$108.17	\$143.23	\$178.36	\$40.95	\$57.04	\$89.06	\$112.22	\$131.41
Nov-18	\$49.22	\$71.92	\$107.77	\$142.28	\$181.90	\$40.51	\$56.32	\$88.28	\$111.50	\$132.14
Dec-18	\$48.55	\$71.40	\$107.01	\$139.25	\$180.82	\$40.85	\$56.39	\$87.98	\$110.54	\$132.50
Jan-19	\$49.27	\$71.52	\$106.69	\$139.68	\$180.73	\$40.55	\$56.41	\$89.40	\$111.56	\$134.85
Feb-19	\$49.09	\$71.89	\$108.85	\$144.16	\$180.15	\$40.91	\$56.74	\$89.86	\$111.40	\$136.26
Mar-19	\$49.44	\$71.97	\$109.52	\$150.73	\$189.45	\$41.40	\$56.55	\$91.10	\$111.45	\$137.35
Apr-19	\$50.24	\$73.21	\$112.33	\$151.62	\$193.53	\$42.22	\$56.93	\$91.99	\$112.34	\$139.47
May-19	\$50.10	\$75.36	\$114.36	\$150.82	\$198.11	\$43.57	\$57.12	\$92.91	\$113.77	\$141.28
Jun-19	\$49.75	\$75.12	\$114.20	\$158.32	\$194.91	\$44.16	\$58.48	\$92.06	\$114.87	\$134.87
Jul-19	\$50.35	\$73.94	\$112.84	\$153.31	\$193.56	\$44.14	\$58.28	\$92.59	\$114.52	\$134.28
Aug-19	\$49.13	\$73.20	\$110.69	\$146.81	\$189.62	\$42.42	\$57.46	\$91.46	\$114.93	\$136.76
Sep-19	\$48.98	\$71.72	\$110.61	\$146.57	\$184.87	\$40.46	\$56.49	\$89.61	\$114.10	\$131.99
Oct-19	\$47.84	\$70.74	\$107.31	\$143.04	\$186.86	\$41.89	\$56.67	\$89.77	\$115.91	\$133.35
Nov-19	\$47.40	\$70.06	\$105.37	\$143.75	\$186.58	\$40.68	\$56.00	\$87.93	\$113.53	\$131.08
Dec-19	\$47.57	\$69.08	\$104.99	\$138.00	\$181.50	\$41.08	\$56.20	\$87.14	\$112.11	\$130.01
Jan-20	\$48.07	\$69.21	\$106.05	\$142.32	\$174.83	\$41.34	\$56.86	\$87.29	\$112.33	\$129.72
Feb-20	\$48.49	\$71.02	\$106.83	\$143.62	\$176.14	\$40.90	\$55.82	\$86.35	\$111.47	\$129.33
Mar-20	\$48.66	\$70.24	\$107.52	\$141.03	\$182.46	\$40.57	\$56.25	\$86.30	\$110.83	\$130.18
Apr-20	\$47.22	\$68.76	\$103.95	\$136.73	\$175.01	\$40.41	\$55.75	\$85.50	\$108.57	\$127.21
May-20	\$47.50	\$69.53	\$106.05	\$140.05	\$179.13	\$41.08	\$56.60	\$86.69	\$110.42	\$127.24
Jun-20	\$49.27	\$69.61	\$108.22	\$142.90	\$187.89	\$41.79	\$57.40	\$88.31	\$112.64	\$130.14

Source: Radius+

Table 8.27 – West Rent Per Square Foot

(Mountain – Non-Climate-Controlled)

Source: Radius+

	5x5	5x10	10x10	10x15	10x20
2016 Q3	\$1.63	\$1.14	\$0.89	\$0.77	\$0.67
2016 Q4	\$1.57	\$1.11	\$0.83	\$0.72	\$0.66
2017 Q1	\$1.60	\$1.09	\$0.84	\$0.73	\$0.65
2017 Q2	\$1.73	\$1.14	\$0.90	\$0.78	\$0.67
2017 Q3	\$1.76	\$1.19	\$0.92	\$0.79	\$0.68
2017 Q4	\$1.82	\$1.14	\$0.89	\$0.74	\$0.64
2018 Q1	\$1.62	\$1.12	\$0.87	\$0.73	\$0.64
2018 Q2	\$1.65	\$1.16	\$0.90	\$0.77	\$0.67
2018 Q3	\$1.66	\$1.16	\$0.90	\$0.76	\$0.66
2018 Q4	\$1.63	\$1.13	\$0.86	\$0.74	\$0.66
2019 Q1	\$1.64	\$1.13	\$0.90	\$0.74	\$0.68
2019 Q2	\$1.73	\$1.15	\$0.92	\$0.76	\$0.69
2019 Q3	\$1.69	\$1.15	\$0.91	\$0.76	\$0.67
2019 Q4	\$1.65	\$1.13	\$0.88	\$0.76	\$0.66
2020 Q1	\$1.64	\$1.13	\$0.87	\$0.74	\$0.65
2020 Q2	\$1.64	\$1.13	\$0.87	\$0.74	\$0.64

Table 8.28 – West Rent Per Square Foot

(Mountain – Climate-Controlled)

Source: Radius+

	5x5	5x10	10x10	10x15	10x20
2016 Q3	\$1.93	\$1.49	\$1.11	\$1.01	\$0.94
2016 Q4	\$1.80	\$1.45	\$1.08	\$0.92	\$1.00
2017 Q1	\$1.96	\$1.46	\$1.04	\$0.92	\$0.88
2017 Q2	\$2.04	\$1.46	\$1.08	\$0.95	\$0.91
2017 Q3	\$2.08	\$1.50	\$1.12	\$1.00	\$0.99
2017 Q4	\$2.02	\$1.42	\$1.06	\$0.96	\$0.91
2018 Q1	\$1.96	\$1.41	\$1.06	\$0.96	\$0.91
2018 Q2	\$1.96	\$1.45	\$1.09	\$0.94	\$0.90
2018 Q3	\$2.00	\$1.46	\$1.10	\$0.96	\$0.89
2018 Q4	\$1.96	\$1.44	\$1.08	\$0.94	\$0.90
2019 Q1	\$1.97	\$1.44	\$1.08	\$0.97	\$0.92
2019 Q2	\$2.00	\$1.49	\$1.14	\$1.02	\$0.98
2019 Q3	\$1.98	\$1.46	\$1.11	\$0.99	\$0.95
2019 Q4	\$1.90	\$1.40	\$1.06	\$0.94	\$0.92
2020 Q1	\$1.94	\$1.40	\$1.07	\$0.95	\$0.89
2020 Q2	\$1.92	\$1.39	\$1.06	\$0.93	\$0.90

Table 8.29 – West Rental Rates (Pacific)

	Climate-Controlled Units					Non-Climate-Controlled Units				
	5x5	5x10	10x10	10x15	10x20	5x5	5x10	10x10	10x15	10x20
Jul-16	\$75.30	\$118.20	\$196.70	\$254.60	\$330.60	\$72.80	\$107.80	\$175.00	\$231.00	\$275.10
Aug-16	\$71.40	\$114.50	\$187.00	\$239.70	\$327.20	\$71.10	\$95.20	\$160.70	\$217.00	\$243.60
Sep-16	\$69.20	\$112.20	\$184.20	\$235.40	\$317.40	\$68.80	\$94.40	\$158.80	\$197.10	\$235.60
Oct-16	\$68.60	\$111.30	\$183.00	\$236.40	\$307.40	\$66.90	\$97.60	\$160.10	\$207.60	\$251.60
Nov-16	\$68.50	\$107.40	\$180.40	\$231.90	\$293.30	\$66.10	\$99.60	\$160.00	\$213.70	\$278.10
Dec-16	\$65.20	\$107.90	\$178.10	\$225.60	\$292.10	\$64.60	\$102.90	\$155.50	\$211.30	\$274.20
Jan-17	\$66.00	\$108.80	\$182.60	\$235.40	\$315.60	\$64.50	\$98.00	\$156.40	\$204.20	\$250.40
Feb-17	\$67.40	\$108.90	\$186.50	\$238.00	\$322.40	\$63.00	\$96.20	\$153.80	\$207.20	\$247.50
Mar-17	\$70.10	\$112.10	\$187.10	\$237.90	\$312.80	\$63.20	\$95.30	\$158.90	\$214.90	\$252.70
Apr-17	\$72.80	\$115.30	\$195.10	\$247.00	\$324.50	\$64.40	\$100.80	\$162.20	\$218.30	\$257.10
May-17	\$73.30	\$116.00	\$194.90	\$249.60	\$331.50	\$65.70	\$98.70	\$162.60	\$216.30	\$255.20
Jun-17	\$71.30	\$116.30	\$196.60	\$257.20	\$323.10	\$68.00	\$99.70	\$166.40	\$211.40	\$257.90
Jul-17	\$70.33	\$115.27	\$196.31	\$256.13	\$321.23	\$67.14	\$97.67	\$166.96	\$218.62	\$270.94
Aug-17	\$72.74	\$113.85	\$193.99	\$255.57	\$327.07	\$65.02	\$99.72	\$160.83	\$214.75	\$251.95
Sep-17	\$70.70	\$111.44	\$184.46	\$247.03	\$320.87	\$61.93	\$98.56	\$154.80	\$204.46	\$249.77
Oct-17	\$68.50	\$108.57	\$181.01	\$236.54	\$313.53	\$61.05	\$95.44	\$150.73	\$195.60	\$248.77
Nov-17	\$68.51	\$108.48	\$181.33	\$239.07	\$317.53	\$60.16	\$96.51	\$148.75	\$198.06	\$245.05
Dec-17	\$68.48	\$106.96	\$179.77	\$234.35	\$306.10	\$59.96	\$94.61	\$146.94	\$197.98	\$233.12
Jan-18	\$67.13	\$105.05	\$180.10	\$236.22	\$309.89	\$61.43	\$93.17	\$145.65	\$192.71	\$234.65
Feb-18	\$68.23	\$104.60	\$180.16	\$236.98	\$325.31	\$61.35	\$90.58	\$146.53	\$195.61	\$236.19
Mar-18	\$69.55	\$106.01	\$179.01	\$235.76	\$303.32	\$60.28	\$92.02	\$148.87	\$198.08	\$233.73
Apr-18	\$70.30	\$107.18	\$184.29	\$236.17	\$299.16	\$61.29	\$94.76	\$155.79	\$205.45	\$235.58
May-18	\$69.73	\$107.54	\$181.61	\$235.12	\$300.15	\$63.16	\$96.09	\$161.55	\$208.20	\$236.58
Jun-18	\$68.97	\$109.56	\$184.33	\$240.78	\$315.80	\$62.55	\$93.99	\$156.74	\$210.00	\$236.59
Jul-18	\$69.68	\$112.08	\$184.65	\$240.16	\$312.45	\$64.09	\$97.47	\$160.13	\$207.91	\$235.29
Aug-18	\$70.98	\$110.43	\$184.12	\$238.20	\$302.26	\$62.97	\$101.09	\$164.27	\$207.04	\$241.68
Sep-18	\$70.42	\$107.93	\$179.21	\$230.96	\$302.27	\$61.63	\$100.86	\$163.74	\$205.07	\$242.83
Oct-18	\$68.53	\$106.85	\$175.88	\$223.48	\$297.15	\$61.46	\$94.70	\$157.38	\$201.31	\$236.80
Nov-18	\$68.38	\$106.94	\$175.72	\$228.75	\$299.79	\$60.84	\$92.59	\$156.83	\$197.11	\$233.76
Dec-18	\$69.29	\$107.43	\$173.75	\$228.51	\$291.52	\$60.51	\$91.71	\$151.45	\$196.80	\$234.14
Jan-19	\$69.37	\$108.25	\$176.08	\$228.95	\$298.57	\$60.98	\$90.42	\$150.35	\$195.33	\$232.76
Feb-19	\$68.66	\$105.84	\$178.16	\$232.05	\$313.95	\$60.74	\$91.46	\$151.72	\$196.77	\$230.93
Mar-19	\$67.00	\$104.93	\$177.08	\$232.41	\$315.49	\$62.94	\$91.36	\$149.22	\$194.04	\$232.67
Apr-19	\$69.15	\$105.36	\$179.62	\$231.42	\$320.86	\$62.70	\$93.48	\$150.73	\$199.24	\$232.30
May-19	\$70.07	\$107.84	\$181.38	\$234.91	\$297.75	\$61.91	\$97.11	\$157.79	\$205.55	\$230.10
Jun-19	\$72.64	\$110.16	\$185.48	\$238.91	\$306.58	\$63.03	\$99.98	\$162.74	\$205.14	\$227.51
Jul-19	\$71.15	\$109.16	\$181.59	\$235.26	\$309.40	\$63.92	\$100.93	\$162.68	\$204.90	\$231.02
Aug-19	\$71.90	\$106.48	\$176.71	\$228.29	\$284.86	\$63.14	\$101.54	\$162.85	\$204.71	\$227.71
Sep-19	\$69.63	\$101.49	\$175.44	\$225.19	\$284.77	\$60.54	\$98.32	\$156.62	\$197.19	\$228.58
Oct-19	\$68.29	\$102.01	\$174.58	\$224.46	\$299.51	\$59.19	\$92.44	\$151.63	\$198.08	\$225.53
Nov-19	\$67.91	\$104.24	\$176.59	\$229.30	\$308.93	\$62.94	\$93.60	\$153.54	\$200.83	\$222.86
Dec-19	\$68.85	\$105.68	\$172.90	\$227.43	\$296.13	\$64.11	\$93.79	\$154.48	\$195.14	\$229.62
Jan-20	\$70.77	\$106.63	\$176.00	\$229.69	\$293.17	\$63.44	\$93.46	\$154.76	\$197.76	\$226.86
Feb-20	\$70.07	\$105.72	\$176.23	\$229.86	\$302.92	\$63.13	\$91.23	\$151.53	\$196.80	\$222.61
Mar-20	\$71.26	\$107.71	\$176.34	\$229.67	\$306.49	\$63.52	\$93.86	\$156.32	\$198.98	\$228.94
Apr-20	\$70.40	\$104.72	\$169.67	\$222.37	\$289.86	\$62.05	\$89.41	\$147.79	\$191.66	\$220.89
May-20	\$66.75	\$105.49	\$167.72	\$216.14	\$291.89	\$60.41	\$89.74	\$151.31	\$185.52	\$217.61
Jun-20	\$70.55	\$107.44	\$175.45	\$227.53	\$312.63	\$63.62	\$95.63	\$159.91	\$197.27	\$225.43

Source: Radius+

Table 8.30 – West Rent Per Square Foot

(Pacific – Non-Climate-Controlled)

Source: Radius+

	5x5	5x10	10x10	10x15	10x20
2016 Q3	\$2.80	\$1.97	\$1.84	\$1.43	\$1.23
2016 Q4	\$2.63	\$2.00	\$1.58	\$1.40	\$1.33
2017 Q1	\$2.55	\$1.93	\$1.57	\$1.39	\$1.25
2017 Q2	\$2.64	\$1.99	\$1.64	\$1.43	\$1.28
2017 Q3	\$2.59	\$1.97	\$1.61	\$1.42	\$1.29
2017 Q4	\$2.42	\$1.91	\$1.49	\$1.31	\$1.21
2018 Q1	\$2.44	\$1.84	\$1.47	\$1.30	\$1.17
2018 Q2	\$2.49	\$1.90	\$1.58	\$1.39	\$1.18
2018 Q3	\$2.52	\$2.00	\$1.63	\$1.38	\$1.20
2018 Q4	\$2.44	\$1.86	\$1.55	\$1.32	\$1.17
2019 Q1	\$2.46	\$1.82	\$1.50	\$1.30	\$1.16
2019 Q2	\$2.50	\$1.94	\$1.57	\$1.36	\$1.15
2019 Q3	\$2.50	\$2.01	\$1.61	\$1.35	\$1.15
2019 Q4	\$2.48	\$1.87	\$1.53	\$1.32	\$1.13
2020 Q1	\$2.53	\$1.86	\$1.54	\$1.32	\$1.13
2020 Q2	\$2.48	\$1.83	\$1.53	\$1.28	\$1.11

Table 8.31 – West Rent Per Square Foot

(Pacific – Climate-Controlled)

Source: Radius+

	5x5	5x10	10x10	10x15	10x20
2016 Q4	\$2.87	\$2.29	\$1.89	\$1.61	\$1.62
2017 Q1	\$2.70	\$2.18	\$1.80	\$1.54	\$1.49
2017 Q2	\$2.71	\$2.20	\$1.85	\$1.58	\$1.58
2017 Q3	\$2.90	\$2.32	\$1.96	\$1.68	\$1.63
2017 Q4	\$2.85	\$2.27	\$1.92	\$1.69	\$1.61
2018 Q1	\$2.74	\$2.16	\$1.81	\$1.58	\$1.56
2018 Q2	\$2.73	\$2.10	\$1.80	\$1.58	\$1.56
2018 Q3	\$2.81	\$2.20	\$1.83	\$1.58	\$1.53
2018 Q4	\$2.75	\$2.14	\$1.75	\$1.51	\$1.48
2019 Q1	\$2.73	\$2.13	\$1.77	\$1.54	\$1.55
2019 Q2	\$2.82	\$2.15	\$1.82	\$1.57	\$1.54
2019 Q3	\$2.84	\$2.12	\$1.78	\$1.53	\$1.47
2019 Q4	\$2.73	\$2.08	\$1.75	\$1.51	\$1.51
2020 Q1	\$2.83	\$2.13	\$1.76	\$1.53	\$1.50
2020 Q2	\$2.77	\$2.12	\$1.71	\$1.48	\$1.49

LEASE-UP PERIOD

To deliver the most successful pricing plans, many factors are evaluated including street rates, discounts, inventory levels, historic trends, and move-in specials. Combining the data to determine optimal target occupancy for a specific self-storage store is somewhat of an art form. As always, business conditions in a facility's immediate market area must be considered when creating occupancy strategies for individual storage stores.

Since self-storage is a highly localized industry, conditions in the immediate market area surrounding the store can have a major impact on occupancy rates. Factors such as a depressed local economy or the opening of a new storage facility in the area can potentially lead to a decline in occupancy.

On the other end of the spectrum, new home developments, an explosion in recruitment at local companies, and other dynamics are often met with sharp increases in occupancy rates.

In general, most industry experts agree that target occupancy rates for self-storage stores in the U.S. should hover in the 90 to 95 percent range. When a store has too many unoccupied units, it is unable to generate money to its full potential. On the other hand, self-storage facilities with too few vacant storage spaces will have to turn customers away—some of whom would have been willing to pay more for a unit than the current tenants are paying. In addition, most unserved potential customers will end up as tenants at competing self-storage stores.

Due to the current unmet demand for self-storage space in the micro market as represented by the mostly moderately high to high occupancy levels in the market, it is our opinion that the subject facility should anticipate a 42-48 month lease-up period to stabilization. This assumption is predicated upon the belief that the market will remain as strong as it currently is and that the developer will upgrade, manage and market the facility as an 'A+' facility using most, if not all, of the included recommendations (such as employing only the highest caliber of onsite management). We also predicate this opinion on the recognition that the developer is an experienced self-storage operator or will utilize the services of an experienced self-storage operator or third-party management company.

This assumption is based on the following:

- There is some amount of calculated and anecdotal unmet demand for new self-storage inventory near the subject facility based on the estimated and known occupancy levels of the market competitors as well as comments from competitor managers.
- There are no other known potential self-storage projects in development within the subject micro-market.

- The management expertise level at the subject site should afford the new facility a substantial sales and marketing advantage over the market competitors.



Stepping back and looking at the country, it is clear that occupancy rates are exceptionally high and appear to be on the rise at self-storage stores across the nation. Demand for storage space is strong and continues to grow year-by-year and quarter-over-quarter. Average occupancy rates are robust in every region of the country and in every size category analyzed.

Table 7.3 – 2019-2020 Occupancy by Region*

Region	2019 Occupancy	2020 Occupancy
Midwest (East North Central)	91.0%	90.4%
Midwest (West North Central)	89.6%	91.1%
Northeast (Middle Atlantic)	90.9%	90.8%
Northeast (New England)	89.3%	89.9%
South Atlantic	90.7%	90.6%
South (East South Central)	90.4%	90.4%
South (West South Central)	89.8%	90.2%
West (Mountain)	91.4%	92.3%
West (Pacific)	92.1%	92.3%
National	91.0%	92.2%

* Based on 2nd Quarter Numbers

Source: Radius+

Chart 7.3 – Midwest Occupancy Rate Comparison

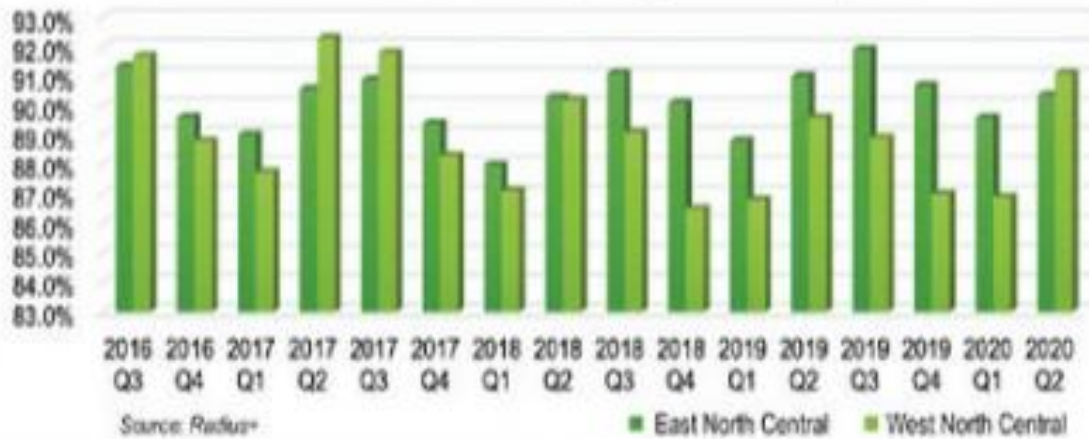
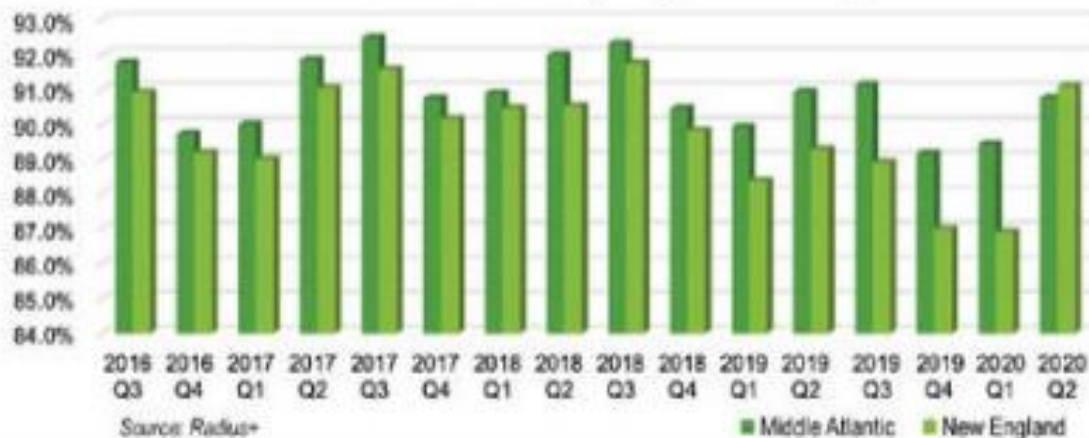
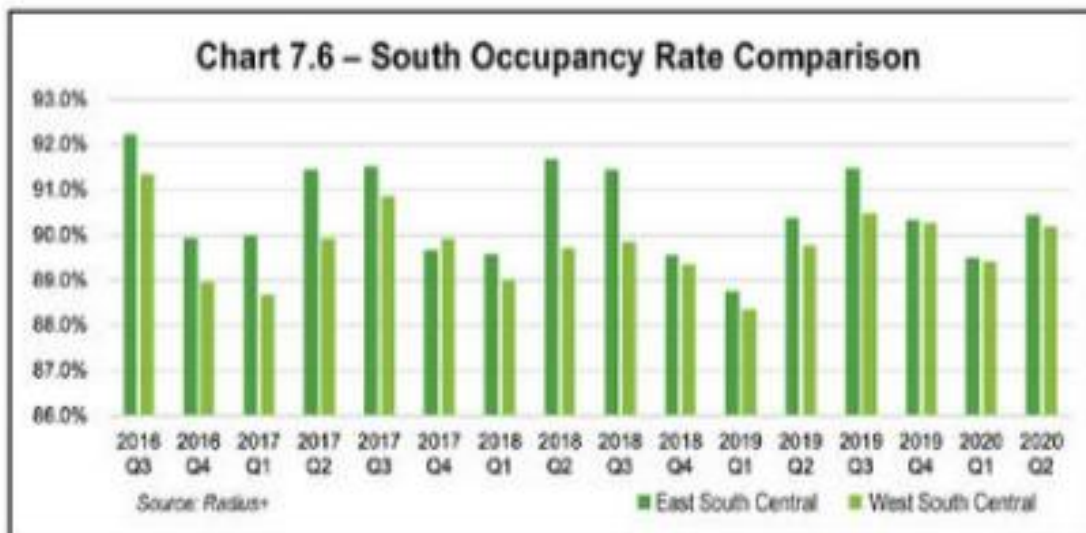
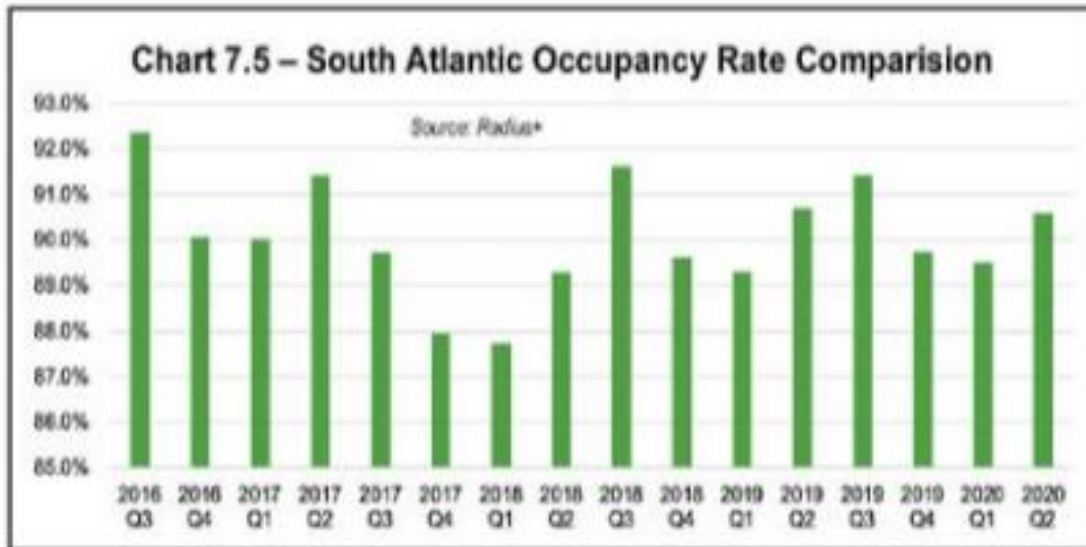


Chart 7.4 – Northeast Occupancy Rate Comparison





FINANCIAL ANALYSIS

The current full development unit mix would calculate, using the current rates, a gross potential of \$1,683,483. Our analysis assumes a stabilized occupancy of 90% and within the income statement preparation we have used the development costs as are typical for a facility in the configuration of the subject site and expenses as represented by those expenses as reported by the Self Storage Association and we would comment that those provided expenses are well within the 'industry norms' we have noted in reviewing actual financial statements.

Basic Development Assumptions:

Name of Project	Vasser Street Self Storage			
Location	Livonia MI			
Land Cost:	\$	3,150,000.00	Land Cost Analysis	
Site Size-Acres:		1	Cost of Land Per Acre (Total Cost)	\$ 3,150,000.00
Site Size-Square Feet:		43,560	Cost of Land Per Square Foot	\$ 72.31
Number of Floors:		8	Total Land Costs	\$ 3,150,000.00
Number of Elevators:		2	Total Land Costs Per NR Square Feet	\$ 32.02
Number of Feet of Frontage:		500		
Number of Parking Spaces:		7		
Number of Months For Construction:		12		
Number of Buildings:		1		
Number of Gates:		1		
Building Configuration:	Fortress			
Office Size(Sq Ft)		750	Net Rentable Square Footage Cost Analysis	
Primary Construction Material:	Metal		Total NR Square Feet	98,364.50
Roofing Material:	Metal		Total Hard Costs	\$ 5,500,000.00
Manager Lives:	Off-Site		Total Hard Costs Per NR Square Feet	\$ 55.91
Current Annual Real Estate Taxes	\$	50,000.00	Total Soft Costs	\$ 322,470.00
Minimum Management Fee:	\$	2,500.00	Total Soft Costs Per NR Square Feet	\$ 3.28
Vertical Configuration	Multi-Story		Total Other Costs	\$ 1,313,593.22
Purchase Price Or Total Project Cost:	\$	10,566,063.00	Total Other Costs Per NR Square Feet	\$ 13.35
			Total Builders Fees	\$ 280,000.00
			Total Builders Fees Per NR Square Feet	\$ 2.85
INCOME/ EXPENSES			Total Land Costs	\$ 3,150,000.00
Number of Months to Stabilization		42	Total Land Costs Per NR Square Feet	\$ 32.02
Effective Actual Gross Income	\$	1,683,483	Total Construction Costs	\$ 7,416,063.22
Stabilized Occupancy %		92.00%	Total Construction Costs Per NR Square Feet	\$ 75.39
Other Income %		5.00%	Total Project Cost	\$ 10,566,063.22
Management Fee %		6.00%	Total Project Cost Per NR Square Feet	\$ 107.42
Expenses w/ Management and Reserves %		42%		
Anticipated Increase in rent and expenses				
Gross Income Annual % Increase		4.00%		
Expense Anticipated Annual % Increase		3.00%		
CASH INVESTED				
Down payment Percent of Purchase Price		33.00%		
Total Cash Invested	\$	3,486,800.79		
Mortgage				
Loan Amount		\$13,520,852		
Perm Loan Amount As % of Stabilized Value		75%		
Annual Interest Rate		6.50%		
Amortization (Months)		300		
Term (Years)		7		
Construction Loan				
Loan Amount		\$7,079,262		
Interest Rate		6.50%		
Disposition Data				
Sale Price @ Disposition (Year 7)	\$	21,573,183		
Terminal Cap Rate		6.00%		
Terminal Cost of Sales (%)		3.0%		
Proceeds From Sale @ Disposition	\$	7,752,617		

We should note that the 'Loan Amount' of \$13,520,952 listed under Mortgage' is assuming a refinance at stabilization with a 75% loan to value calculation.

Estimated Development Costs:

	Unit	Unit Qty	Cost	Total	Per Sq.Ft.	% of Hard Cost	% of Project Cost
Land Costs							
Land				\$ 3,150,000	\$ 26.25	57%	0%
TOTAL LAND COSTS				\$ 3,150,000	\$ 26.25	57%	0%
Hard Costs							
Buildings Standard Multi Story	SF	1.00	\$ 5,500,000.00	\$ 5,500,000	\$ 45.83	100%	52%
TOTAL HARD COST				\$ 5,500,000	\$ 45.83	100%	52%
BUILDERS FEES							
Construction Contingency	%	100%	\$ 280,000.00	\$ 280,000	\$ 2.33		3%
TOTAL BUILDERS FEES				\$ 280,000	\$ 2.33		3%
SOFT COSTS							
Soft Costs	EA	1	\$ 322,470.00	\$ 322,470	\$ 2.69		3%
TOTAL OTHER COSTS				\$ 322,470	\$ 2.69		3%
OTHER COSTS							
Operating Deficit (Including Construction Interest)			\$ 1,313,593.22	\$ 1,313,593	\$ 10.95		12%
TOTAL OTHER COSTS				\$ 1,313,593	\$ 10.95		12%
TOTAL HARD AND SOFT COSTS EXCLUDING LAND				\$ 7,416,063	\$ 61.80		70%
TOTAL PROJECT COST INCLUDING LAND				\$ 10,566,063	\$ 88.05		100%

INCOME STATEMENT INFORMATION

Income generated at a facility, excluding rent revenue, is a major contributor to profit. Managing the other income sources, and recognizing the impact on NOI, is critical to maximizing the profitability of the facility.

Other income sources include:

- Late fees
- Lien fees
- Lock cut fees
- Tenant insurance payments
- Truck rentals
- Moving and packing supplies

It is important to note that expenses can vary widely, particularly when analyzed solely on a single unit of analysis such as per square foot of rentable building area. Therefore, we offer the following clarification on some of the expenses listed above:

- **On-Site Management** – On-site management expenses account for full-time management including assistant managers, relief managers, and payroll-related costs. In today's self-storage industry, hiring quality managers is essential, especially given their direct impact on rental rates, occupancy, and ancillary income such as merchandise sales. This expense ranges \$.60 - \$1.25 per square foot.
- **Administrative Expenses** – In this category, expenses relate to office functions such as dues, subscriptions, copy machine, professional fees including legal services (eviction costs), data processing, travel expenses, partnership professional fees (legal and accounting), local licensing and permit fees, and other expenses incurred in the operation of a self-storage facility. This expense ranges \$.25 - \$.75 per square foot.

Insurance – Insurance includes property, liability and casualty insurance expenses. Due to the significant variables involved when underwriting insurance, lower rates may in some cases be achieved by blanket policies with significant rate reductions. This expense ranges \$.08 - \$.20 per square foot.

Therefore, unless there are special circumstances such as portfolio analysis, insurance rates are typically forecast for a single property. Other items that must be considered when seeking insurance are property specific technology in fire, life, and safety construction and design.

- Management Fee – This category includes either:

Any costs associated with a third-party management service

All general and administrative costs associated with expenses at the corporate office for a facility operated by vertically integrated ownership.

The cost allocation to this expense generally covers corporate salaries, accounting staff, systems, and all the other corporate office expense. Generally, it is charged to the property as a percentage of collected gross revenue and ranges from 5%-6% of gross revenues.

- Advertising - This expense element is crucial for the successful operation of a self-storage property. Expenses include *Yellow Pages* advertisement, maintaining a website, promotions, and other marketing expenses. This expense ranges \$.15 - \$.30 per square foot.
- Real Estate Taxes – Taxes account for real property taxes only. In most forecasts of income and expenses, real estate taxes are adjusted to market value according to an iterative process that multiplies market value against the tax rate. As a result, there tends to be a “lag effect” in the data which results in current taxes being somewhat higher than those indicated in the historical data. As such, it is imperative that local tax statutes are carefully analyzed and considered when estimating property taxes.

Other expenses that may require clarification are:

- Utilities – This expense category includes natural or propane gas, electricity, water, sewer service, and regular trash service. The age of the facility can have an impact on this category especially given that many newer sites utilize motion detectors to control lighting, thereby reducing utility costs. Moreover, single-level facilities with drive-up access only will have lower utility costs than multi-story facilities with indoor/elevator access. This expense ranges \$.20 - \$.50 per square foot.

Maintenance & Repairs – This expense category will be influenced by the age of the facility, the quality of construction, and overall condition of the property. This expense ranges \$.15 - \$.40 per square foot. Actual expenses may include but are not limited to items such:

1. Electrical repairs
2. Elevator maintenance and repairs
3. Gate maintenance and repairs
4. Landscaping
5. Pest control
6. Plumbing repairs
- Roll-up door maintenance and repairs
8. Roof repairs and maintenance
9. Security system, alarms, and monitor maintenance
10. Site clean-up

11. Trash removal

- Other – This category of expenses primarily accounts for all other variables. It is used as a catch-all for miscellaneous expenses that vary between sites, are infrequently used and do not match the other categories. Amounts in this category typically account for less than ten-percent of the total expenses at a given property.

Table 14.1 – Typical Expense Conclusions Source: Cushman & Wakefield		
Expense Item	Typical Ranges	Description & Analysis
Real Estate Taxes	Varies by Location	This expense includes all taxes related to the real estate. Each state has its own process of determining the assessed values. In some states, the assessment is to be based on 100 percent of market value, whereas another state may only be able to increase an assessment a certain percentage per year. It is important to not only understand the possible changes on a year-to-year basis, but also the impact of a sale on an assessment.
Property Insurance	\$0.08 - \$0.20 / SF	This expense includes costs associated with building insurance. Location factors into the cost of insurance. Areas that are more prone to flooding, hurricanes, or other natural disasters will experience higher premiums.
Repairs & Maintenance	\$0.15 - \$0.40 / SF	This expense category includes elements typical to self-storage maintenance, such as all maintenance contracts, sweeping and landscaping, pest control, gate repairs, and other general maintenance of the building.
General & Administrative	\$0.25 - \$0.75 / SF	Administration expenses related to office functions, such as telephone, postage, bank charges, credit reports, professional fees (including legal services), data processing, and other expenses incurred in the operation of a self-storage property.
On-Site Management	\$0.60 - \$1.25 / SF	On-site management expenses account for full-time management, including relief managers and payroll-related costs.
Off-Site Management	5% - 6 % of EGI	Prudent ownership will incur fees for outside management and overhead expenses, calculated as three to six percent of the effective gross income for self-storage properties.
Utilities	\$0.20 - \$0.50 / SF	Utility expenses include electricity, trash, water, and sewer. The climate of the facility, as well as the percentage of climate-controlled units, will impact the utility expense.
Advertising	\$0.15 - \$0.30 / SF	This expense element is crucial for the successful operation of a self-storage property. Expenses include SEO placement, maintaining a website, promotions, and other marketing expenses.

Chart 9.3 – Expense Dollars (2007 - 2017)

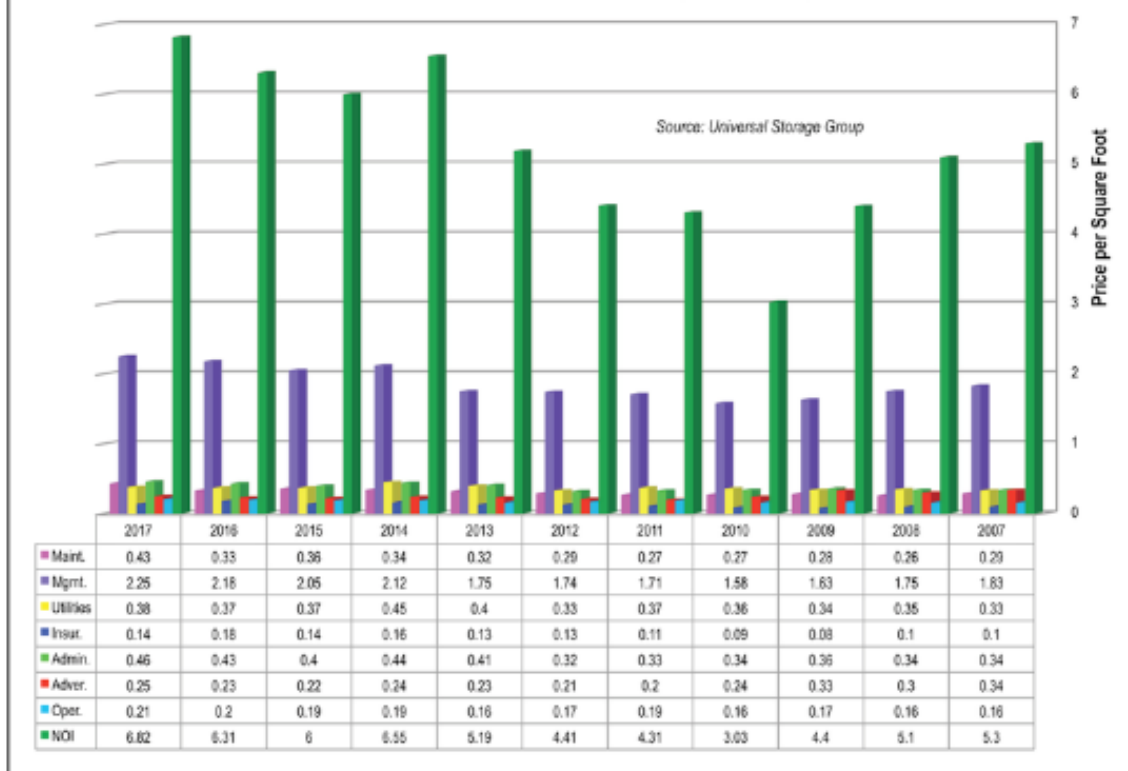


Chart 9.4 – Expenses as Percent of Actual Income (Stabilized Stores 2007 - 2017)

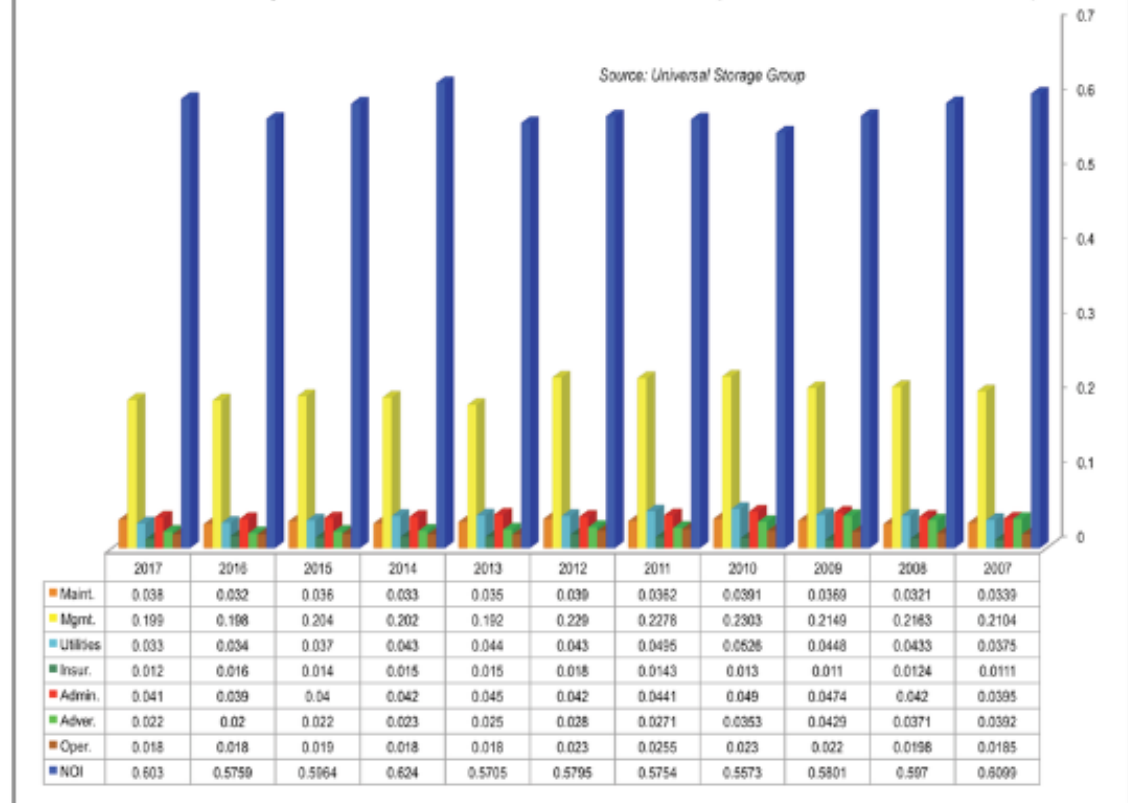


Chart 9.5 – Income and Expenses per Square Foot (Stabilized 2007 - 2017)

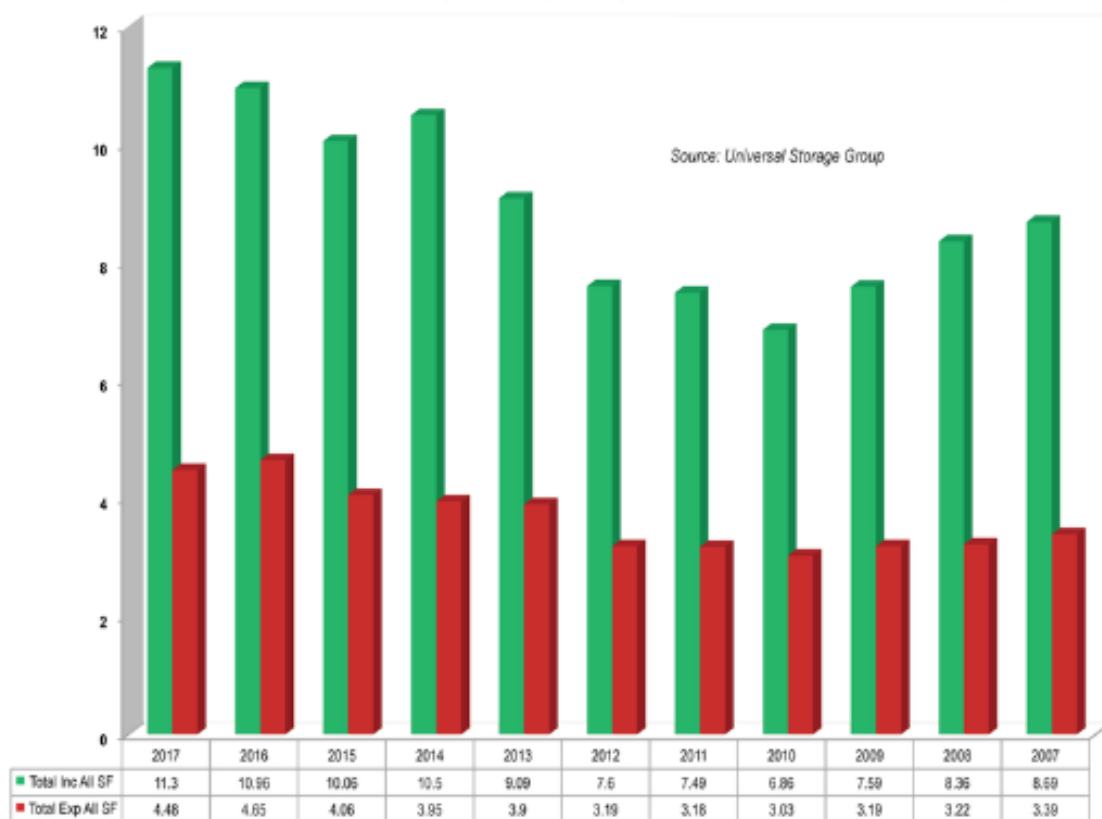


Table 5 – Average Facility Income Per Square Foot

Region/Division	Storage Rental Income	Miscellaneous Income	Total Revenue
East Region	\$17.85	\$0.88	\$18.73
Midwest Division	\$14.57	\$0.58	\$15.15
Northeast Division	\$18.70	\$0.96	\$19.65
Midwest Region	\$9.38	\$0.39	\$9.77
East North Central Division	\$9.49	\$0.41	\$9.90
West North Central Division	\$8.73	\$0.30	\$9.03
South Region	\$9.85	\$0.51	\$10.37
Southeast Division	\$11.36	\$0.62	\$11.98
Southwest Division	\$7.96	\$0.38	\$8.34
West Region	\$14.19	\$0.66	\$14.85
Mountain Division	\$8.34	\$0.52	\$8.86
Pacific Division	\$16.31	\$0.71	\$17.02
National	\$13.26	\$0.64	\$13.90

Table 4 – Average Facility Income

Region/Division	Self-Storage Income	Miscellaneous Income	Miscellaneous Income (% of Self-Storage Income)	Total Revenue
East Region	\$288,026,143	\$14,213,244	4.93%	\$302,239,386
Midwest Division	\$48,339,527	\$1,929,484	3.99%	\$50,269,011
Northeast Division	\$239,686,616	\$12,283,760	5.12%	\$251,970,376
Midwest Region	\$62,092,531	\$2,609,417	4.20%	\$64,701,948
East North Central Division	\$53,602,463	\$2,317,030	4.32%	\$55,919,493
West North Central Division	\$8,490,068	\$292,387	3.44%	\$8,782,455
South Region	\$194,655,537	\$10,167,334	5.22%	\$204,822,871
Southeast Division	\$124,996,998	\$6,816,648	5.45%	\$131,813,646
Southwest Division	\$69,658,540	\$3,350,686	4.81%	\$73,009,226
West Region	\$290,683,816	\$13,504,367	4.65%	\$304,188,183
Mountain Division	\$45,469,746	\$2,839,579	6.24%	\$48,309,326
Pacific Division	\$245,214,070	\$10,664,788	4.35%	\$255,878,858
National	\$835,458,027	\$40,494,362	4.85%	\$875,952,389

Table 2 – Self-Storage Operating Expense Report

Expense Category	National	East			Midwest			South			West		
		East Region	Midwest Division	Northeast Division	Midwest Region	East North Central Division	West North Central Division	South Region	Southeast Division	Southwest Division	West Region	Mountain Division	Pacific Division
Real Estate Taxes	\$1.41	\$2.37	\$1.65	\$2.55	\$1.14	\$1.12	\$1.24	\$1.10	\$1.03	\$1.19	\$1.05	\$0.81	\$1.13
Property Insurance	\$0.23	\$0.20	\$0.11	\$0.22	\$0.12	\$0.12	\$0.14	\$0.24	\$0.30	\$0.17	\$0.27	\$0.13	\$0.33
Utilities	\$0.34	\$0.45	\$0.30	\$0.49	\$0.24	\$0.23	\$0.25	\$0.32	\$0.35	\$0.28	\$0.32	\$0.28	\$0.34
Repairs & Maintenance	\$0.47	\$0.61	\$0.39	\$0.67	\$0.40	\$0.40	\$0.39	\$0.37	\$0.40	\$0.33	\$0.47	\$0.31	\$0.53
Administration	\$0.61	\$0.71	\$0.61	\$0.73	\$0.45	\$0.45	\$0.42	\$0.50	\$0.56	\$0.43	\$0.69	\$0.53	\$0.75
Off-Site Management	\$0.76	\$1.05	\$0.98	\$1.06	\$0.52	\$0.56	\$0.34	\$0.57	\$0.69	\$0.43	\$0.78	\$0.49	\$0.89
On-Site Management	\$1.06	\$1.27	\$1.07	\$1.32	\$0.90	\$0.90	\$0.92	\$0.89	\$0.99	\$0.76	\$1.11	\$0.80	\$1.22
Advertising	\$0.29	\$0.35	\$0.35	\$0.35	\$0.27	\$0.27	\$0.23	\$0.25	\$0.29	\$0.19	\$0.29	\$0.27	\$0.30
Miscellaneous	\$0.58	\$0.50	\$0.00	\$0.63	\$0.24	\$0.27	\$0.01	\$0.43	\$0.56	\$0.27	\$0.89	\$0.58	\$1.00
Total Expenses (SF):	\$5.75	\$7.50	\$5.48	\$8.02	\$4.26	\$4.32	\$3.95	\$4.68	\$5.17	\$4.07	\$5.87	\$4.20	\$6.48
Effective Gross Income (SF):	\$13.75	\$18.60	\$15.79	\$19.33	\$9.88	\$9.94	\$9.59	\$10.92	\$12.16	\$9.36	\$13.91	\$9.12	\$15.65
Operating Expense Ratio:	41.79%	40.31%	34.68%	41.50%	43.14%	43.46%	41.22%	42.88%	42.53%	43.45%	42.21%	46.08%	41.40%
<i>Sample Size</i>	921	234	47	187	104	87	17	285	162	123	298	81	217

Annual Income Statements:

This income statement is intended to give the reader an overview estimation of the stabilized income and expenses of the subject site. We have used typical, customary expenses based on per square foot averages for the various expense categories with some adjustments for the region and location of the subject site. We have included 6% (gross income) management fee, a 92% stabilized economic occupancy and a 5% ancillary income percentage.

It should be noted that this income statement is assuming the site at stabilization and as such we assume a 4% increase in the gross potential revenue and 3% increase in expenses and so the gross potential at this point in the 'life' of the facility would be an increase over the gross potential contemplated with the recommended unit mix.

The income portion of the income statement consists of rental income and 'other' income. The other income includes late fees, tenant insurance payments, retail merchandise sales and various other 'ancillary' income sources. This amount would be adjusted up, for example, should the developer add truck rentals to the operation, and would be adjusted down should the developer choose not to offer tenant insurance.

Month	1	2	3	4	5	6	7	8	9	10	11	12	YEAR 1
INCOME													
Gross Potential Income	\$ 137,069	\$ 137,069	\$ 137,069	\$ 137,069	\$ 137,069	\$ 137,069	\$ 137,069	\$ 137,069	\$ 137,069	\$ 137,069	\$ 137,069	\$ 137,069	\$ 1,644,823
Occupancy	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Rents	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Discounts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bad Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL INCOME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EXPENSES													
Advertising & Promotion	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,332	\$ 2,332
Insurance													\$ -
Management											\$ -	\$ 2,500	\$ 2,500
Miscellaneous & Other													\$ -
Office and Administrative													\$ -
Payroll & Burden											\$ -	\$ 8,523	\$ 8,523
Real Estate Taxes	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 50,000
Repairs & Maintenance													\$ -
Utilities													\$ -
TOTAL EXPENSES	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 17,521	\$ 63,354
NOI	\$ (4,167)	\$ (4,167)	\$ (4,167)	\$ (4,167)	\$ (4,167)	\$ (4,167)	\$ (4,167)	\$ (4,167)	\$ (4,167)	\$ (4,167)	\$ (4,167)	\$ (17,521)	\$ (63,354)

Month	13	14	15	16	17	18	19	20	21	22	23	24	YEAR 2
INCOME													
Gross Potential Income	\$ 137,069	\$ 137,069	\$ 137,069	\$ 137,069	\$ 137,069	\$ 137,069	\$ 137,069	\$ 137,069	\$ 137,069	\$ 137,069	\$ 137,069	\$ 137,069	\$ 1,644,823
Occupancy	3%	5%	7%	9%	12%	13%	15%	16%	18%	20%	22%	25%	14%
Rents	\$ 3,556	\$ 6,738	\$ 9,704	\$ 12,610	\$ 15,763	\$ 18,465	\$ 20,792	\$ 22,593	\$ 24,695	\$ 26,947	\$ 30,250	\$ 33,928	\$ 226,041
Other Income	\$ 178	\$ 337	\$ 485	\$ 631	\$ 788	\$ 923	\$ 1,040	\$ 1,130	\$ 1,235	\$ 1,347	\$ 1,512	\$ 1,696	\$ 11,302
Discounts/Write Offs	\$ (1,568)	\$ (2,618)	\$ (3,362)	\$ (3,575)	\$ (3,807)	\$ (3,684)	\$ (3,711)	\$ (3,558)	\$ (3,630)	\$ (3,678)	\$ (3,811)	\$ (4,275)	\$ (41,279)
Bad Debt	\$ (75)	\$ (141)	\$ (204)	\$ (265)	\$ (331)	\$ (388)	\$ (437)	\$ (474)	\$ (519)	\$ (566)	\$ (635)	\$ (712)	\$ (4,747)
TOTAL INCOME	\$ 2,091	\$ 4,315	\$ 6,623	\$ 9,401	\$ 12,413	\$ 15,317	\$ 17,684	\$ 19,690	\$ 21,781	\$ 24,050	\$ 27,316	\$ 30,637	\$ 191,318
EXPENSES													
Advertising & Promotion	\$ 2,402	\$ 2,402	\$ 2,402	\$ 2,402	\$ 2,402	\$ 2,402	\$ 2,402	\$ 2,402	\$ 2,402	\$ 2,402	\$ 2,402	\$ 2,402	\$ 28,819
Insurance	\$ 1,656	\$ 1,656	\$ 1,656	\$ 1,656	\$ 1,656	\$ 1,656	\$ 1,656	\$ 1,656	\$ 1,656	\$ 1,656	\$ 1,656	\$ 1,656	\$ 19,875
Management	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 30,000
Miscellaneous & Other	\$ 911	\$ 911	\$ 911	\$ 911	\$ 911	\$ 911	\$ 911	\$ 911	\$ 911	\$ 911	\$ 911	\$ 911	\$ 10,931
Office and Administrative	\$ 2,153	\$ 2,153	\$ 2,153	\$ 2,153	\$ 2,153	\$ 2,153	\$ 2,153	\$ 2,153	\$ 2,153	\$ 2,153	\$ 2,153	\$ 2,153	\$ 25,838
Payroll & Burden	\$ 8,778	\$ 8,778	\$ 8,778	\$ 8,778	\$ 8,778	\$ 8,778	\$ 8,778	\$ 8,778	\$ 8,778	\$ 8,778	\$ 8,778	\$ 8,778	\$ 105,339
Real Estate Taxes	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 130,251
Repairs & Maintenance	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 11,925
Utilities	\$ 4,223	\$ 4,223	\$ 4,223	\$ 4,223	\$ 4,223	\$ 4,223	\$ 4,223	\$ 4,223	\$ 4,223	\$ 4,223	\$ 4,223	\$ 4,223	\$ 50,682
TOTAL EXPENSES	\$ 34,472	\$ 34,472	\$ 34,472	\$ 34,472	\$ 34,472	\$ 34,472	\$ 34,472	\$ 34,472	\$ 34,472	\$ 34,472	\$ 34,472	\$ 34,472	\$ 413,661
NOI	\$ (32,381)	\$ (30,156)	\$ (27,849)	\$ (25,071)	\$ (22,058)	\$ (19,155)	\$ (16,788)	\$ (14,782)	\$ (12,691)	\$ (10,421)	\$ (7,156)	\$ (3,835)	\$ (222,343)

Month	25	26	27	28	29	30	31	32	33	34	35	36	YEAR 3
INCOME													
Gross Potential Income	\$ 142,551	\$ 142,551	\$ 142,551	\$ 142,551	\$ 142,551	\$ 142,551	\$ 142,551	\$ 142,551	\$ 142,551	\$ 142,551	\$ 142,551	\$ 142,551	\$ 1,710,616
Occupancy	27%	30%	32%	34%	36%	38%	40%	41%	43%	44%	47%	50%	38%
Rents	\$ 38,876	\$ 42,154	\$ 45,277	\$ 48,400	\$ 51,678	\$ 54,489	\$ 56,909	\$ 58,782	\$ 60,968	\$ 63,310	\$ 66,745	\$ 70,570	\$ 658,156
Other Income	\$ 1,944	\$ 2,108	\$ 2,264	\$ 2,420	\$ 2,584	\$ 2,724	\$ 2,845	\$ 2,939	\$ 3,048	\$ 3,165	\$ 3,337	\$ 3,528	\$ 32,908
Discounts/Write Offs	\$ (4,898)	\$ (5,311)	\$ (5,705)	\$ (6,098)	\$ (6,511)	\$ (6,866)	\$ (7,170)	\$ (6,172)	\$ (6,402)	\$ (6,648)	\$ (7,008)	\$ (7,410)	\$ (76,200)
Bad Debt	\$ (816)	\$ (885)	\$ (951)	\$ (1,016)	\$ (1,085)	\$ (1,144)	\$ (1,195)	\$ (1,234)	\$ (1,280)	\$ (1,330)	\$ (1,402)	\$ (1,482)	\$ (13,821)
TOTAL INCOME	\$ 35,105	\$ 38,065	\$ 40,885	\$ 43,705	\$ 46,665	\$ 49,203	\$ 51,388	\$ 54,315	\$ 56,334	\$ 58,498	\$ 61,672	\$ 65,206	\$ 601,043
EXPENSES													
Advertising & Promotion	\$ 2,407	\$ 2,407	\$ 2,407	\$ 2,407	\$ 2,407	\$ 2,407	\$ 2,407	\$ 2,407	\$ 2,407	\$ 2,407	\$ 2,407	\$ 2,407	\$ 28,889
Insurance	\$ 1,656	\$ 1,656	\$ 1,656	\$ 1,656	\$ 1,656	\$ 1,656	\$ 1,656	\$ 1,656	\$ 1,656	\$ 1,656	\$ 1,656	\$ 1,656	\$ 19,875
Management	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,622	\$ 2,800	\$ 2,952	\$ 3,083	\$ 3,259	\$ 3,380	\$ 3,510	\$ 3,700	\$ 3,912	\$ 36,719
Miscellaneous & Other	\$ 911	\$ 911	\$ 911	\$ 911	\$ 911	\$ 911	\$ 911	\$ 911	\$ 911	\$ 911	\$ 911	\$ 911	\$ 10,931
Office and Administrative	\$ 2,153	\$ 2,153	\$ 2,153	\$ 2,153	\$ 2,153	\$ 2,153	\$ 2,153	\$ 2,153	\$ 2,153	\$ 2,153	\$ 2,153	\$ 2,153	\$ 25,838
Payroll & Burden	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 8,800	\$ 105,595
Real Estate Taxes	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 130,251
Repairs & Maintenance	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 11,925
Utilities	\$ 4,223	\$ 4,223	\$ 4,223	\$ 4,223	\$ 4,223	\$ 4,223	\$ 4,223	\$ 4,223	\$ 4,223	\$ 4,223	\$ 4,223	\$ 4,223	\$ 50,682
TOTAL EXPENSES	\$ 34,499	\$ 34,499	\$ 34,499	\$ 34,621	\$ 34,799	\$ 34,951	\$ 35,082	\$ 35,258	\$ 35,379	\$ 35,509	\$ 35,699	\$ 35,911	\$ 420,706
NOI	\$ 606	\$ 3,567	\$ 6,386	\$ 9,084	\$ 11,867	\$ 14,252	\$ 16,306	\$ 19,057	\$ 20,955	\$ 22,989	\$ 25,973	\$ 29,295	\$ 180,337

Month	37	38	39	40	41	42	43	44	45	46	47	48	YEAR 4
INCOME													
Gross Potential Income	\$ 148,253	\$ 148,253	\$ 148,253	\$ 148,253	\$ 148,253	\$ 148,253	\$ 148,253	\$ 148,253	\$ 148,253	\$ 148,253	\$ 148,253	\$ 148,253	\$ 1,779,041
Occupancy	52%	54%	57%	59%	61%	63%	65%	66%	68%	69%	72%	74%	63%
Rents	\$ 77,127	\$ 80,537	\$ 83,784	\$ 87,032	\$ 90,442	\$ 93,364	\$ 95,881	\$ 97,830	\$ 100,103	\$ 102,538	\$ 106,111	\$ 110,089	\$ 1,124,837
Other Income	\$ 3,856	\$ 4,027	\$ 4,189	\$ 4,352	\$ 4,522	\$ 4,668	\$ 4,794	\$ 4,891	\$ 5,005	\$ 5,127	\$ 5,306	\$ 5,504	\$ 56,242
Discounts/Write Offs	\$ (8,098)	\$ (8,456)	\$ (8,797)	\$ (9,138)	\$ (4,748)	\$ (4,902)	\$ (5,034)	\$ (5,136)	\$ (5,255)	\$ (5,383)	\$ (5,571)	\$ (5,780)	\$ (76,299)
Bad Debt	\$ (1,620)	\$ (1,691)	\$ (1,759)	\$ (1,828)	\$ (1,899)	\$ (1,961)	\$ (2,014)	\$ (2,054)	\$ (2,102)	\$ (2,153)	\$ (2,228)	\$ (2,312)	\$ (23,622)
TOTAL INCOME	\$ 71,265	\$ 74,416	\$ 77,417	\$ 80,417	\$ 88,316	\$ 91,170	\$ 93,628	\$ 95,531	\$ 97,750	\$ 100,129	\$ 103,617	\$ 107,502	\$ 1,081,158
EXPENSES													
Advertising & Promotion	\$ 2,479	\$ 2,479	\$ 2,479	\$ 2,479	\$ 2,479	\$ 2,479	\$ 2,479	\$ 2,479	\$ 2,479	\$ 2,479	\$ 2,479	\$ 2,479	\$ 29,754
Insurance	\$ 1,706	\$ 1,706	\$ 1,706	\$ 1,706	\$ 1,706	\$ 1,706	\$ 1,706	\$ 1,706	\$ 1,706	\$ 1,706	\$ 1,706	\$ 1,706	\$ 20,472
Management	\$ 4,276	\$ 4,465	\$ 4,645	\$ 4,825	\$ 5,299	\$ 5,470	\$ 5,618	\$ 5,732	\$ 5,865	\$ 6,008	\$ 6,217	\$ 6,450	\$ 64,870
Miscellaneous & Other	\$ 938	\$ 938	\$ 938	\$ 938	\$ 938	\$ 938	\$ 938	\$ 938	\$ 938	\$ 938	\$ 938	\$ 938	\$ 11,259
Office and Administrative	\$ 2,218	\$ 2,218	\$ 2,218	\$ 2,218	\$ 2,218	\$ 2,218	\$ 2,218	\$ 2,218	\$ 2,218	\$ 2,218	\$ 2,218	\$ 2,218	\$ 26,613
Payroll & Burden	\$ 9,063	\$ 9,063	\$ 9,063	\$ 9,063	\$ 9,063	\$ 9,063	\$ 9,063	\$ 9,063	\$ 9,063	\$ 9,063	\$ 9,063	\$ 9,063	\$ 108,755
Real Estate Taxes	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 10,854	\$ 130,251
Repairs & Maintenance	\$ 1,024	\$ 1,024	\$ 1,024	\$ 1,024	\$ 1,024	\$ 1,024	\$ 1,024	\$ 1,024	\$ 1,024	\$ 1,024	\$ 1,024	\$ 1,024	\$ 12,283
Utilities	\$ 4,350	\$ 4,350	\$ 4,350	\$ 4,350	\$ 4,350	\$ 4,350	\$ 4,350	\$ 4,350	\$ 4,350	\$ 4,350	\$ 4,350	\$ 4,350	\$ 52,202
TOTAL EXPENSES	\$ 36,908	\$ 37,097	\$ 37,277	\$ 37,457	\$ 37,931	\$ 38,103	\$ 38,250	\$ 38,364	\$ 38,497	\$ 38,640	\$ 38,849	\$ 39,082	\$ 456,458
NOI	\$ 34,357	\$ 37,319	\$ 40,139	\$ 42,960	\$ 50,385	\$ 53,068	\$ 55,378	\$ 57,166	\$ 59,253	\$ 61,489	\$ 64,768	\$ 68,419	\$ 624,700

Month	49	50	51	52	53	54	55	56	57	58	59	60	YEAR 5
INCOME													
Gross Potential Income	\$ 154,184	\$ 154,184	\$ 154,184	\$ 154,184	\$ 154,184	\$ 154,184	\$ 154,184	\$ 154,184	\$ 154,184	\$ 154,184	\$ 154,184	\$ 154,184	\$ 1,850,202
Occupancy	65%	79%	81%	83%	86%	88%	89%	91%	92%	92%	92%	92%	86%
Rents	\$ 100,219	\$ 121,922	\$ 125,300	\$ 128,677	\$ 132,223	\$ 135,263	\$ 137,880	\$ 139,907	\$ 141,849	\$ 141,849	\$ 141,849	\$ 141,849	\$ 1,588,788
Other Income	\$ 5,011	\$ 6,096	\$ 6,265	\$ 6,434	\$ 6,611	\$ 6,763	\$ 6,894	\$ 6,995	\$ 7,092	\$ 7,092	\$ 7,092	\$ 7,092	\$ 79,439
Discounts/Write Offs	\$ (5,262)	\$ (6,401)	\$ (6,578)	\$ (6,756)	\$ (6,942)	\$ (7,101)	\$ (7,239)	\$ (7,345)	\$ (7,447)	\$ (7,447)	\$ (7,447)	\$ (7,447)	\$ (83,411)
Bad Debt	\$ (2,105)	\$ (2,560)	\$ (2,631)	\$ (2,702)	\$ (2,777)	\$ (2,841)	\$ (2,895)	\$ (2,938)	\$ (2,979)	\$ (2,979)	\$ (2,979)	\$ (2,979)	\$ (33,365)
TOTAL INCOME	\$ 97,864	\$ 119,057	\$ 122,355	\$ 125,653	\$ 129,116	\$ 132,084	\$ 134,640	\$ 136,619	\$ 138,515	\$ 138,515	\$ 138,515	\$ 138,515	\$ 1,551,451
EXPENSES													
Advertising & Promotion	\$ 2,552	\$ 2,552	\$ 2,552	\$ 2,552	\$ 2,552	\$ 2,552	\$ 2,552	\$ 2,552	\$ 2,552	\$ 2,552	\$ 2,552	\$ 2,552	\$ 30,620
Insurance	\$ 1,756	\$ 1,756	\$ 1,756	\$ 1,756	\$ 1,756	\$ 1,756	\$ 1,756	\$ 1,756	\$ 1,756	\$ 1,756	\$ 1,756	\$ 1,756	\$ 21,068
Management	\$ 5,872	\$ 7,143	\$ 7,341	\$ 7,539	\$ 7,747	\$ 7,925	\$ 8,078	\$ 8,197	\$ 8,311	\$ 8,311	\$ 8,311	\$ 8,311	\$ 93,087
Miscellaneous & Other	\$ 966	\$ 966	\$ 966	\$ 966	\$ 966	\$ 966	\$ 966	\$ 966	\$ 966	\$ 966	\$ 966	\$ 966	\$ 11,587
Office and Administrative	\$ 2,282	\$ 2,282	\$ 2,282	\$ 2,282	\$ 2,282	\$ 2,282	\$ 2,282	\$ 2,282	\$ 2,282	\$ 2,282	\$ 2,282	\$ 2,282	\$ 27,388
Payroll & Burden	\$ 9,327	\$ 9,327	\$ 9,327	\$ 9,327	\$ 9,327	\$ 9,327	\$ 9,327	\$ 9,327	\$ 9,327	\$ 9,327	\$ 9,327	\$ 9,327	\$ 111,923
Real Estate Taxes	\$ 11,180	\$ 11,180	\$ 11,180	\$ 11,180	\$ 11,180	\$ 11,180	\$ 11,180	\$ 11,180	\$ 11,180	\$ 11,180	\$ 11,180	\$ 11,180	\$ 134,158
Repairs & Maintenance	\$ 1,053	\$ 1,053	\$ 1,053	\$ 1,053	\$ 1,053	\$ 1,053	\$ 1,053	\$ 1,053	\$ 1,053	\$ 1,053	\$ 1,053	\$ 1,053	\$ 12,641
Utilities	\$ 4,477	\$ 4,477	\$ 4,477	\$ 4,477	\$ 4,477	\$ 4,477	\$ 4,477	\$ 4,477	\$ 4,477	\$ 4,477	\$ 4,477	\$ 4,477	\$ 53,723
TOTAL EXPENSES	\$ 39,464	\$ 40,736	\$ 40,934	\$ 41,132	\$ 41,339	\$ 41,517	\$ 41,671	\$ 41,789	\$ 41,903	\$ 41,903	\$ 41,903	\$ 41,903	\$ 496,195
NOI	\$ 58,400	\$ 78,322	\$ 81,422	\$ 84,522	\$ 87,777	\$ 90,567	\$ 92,970	\$ 94,830	\$ 96,612	\$ 96,612	\$ 96,612	\$ 96,612	\$ 1,055,256

Month	61	62	63	64	65	66	67	68	69	70	71	72	YEAR 6
INCOME													
Gross Potential Income	\$ 160,351	\$ 160,351	\$ 160,351	\$ 160,351	\$ 160,351	\$ 160,351	\$ 160,351	\$ 160,351	\$ 160,351	\$ 160,351	\$ 160,351	\$ 160,351	\$ 1,924,211
Occupancy	92%	92%	92%	92%	92%	92%	92%	92%	92%	92%	92%	92%	92%
Rents	\$ 147,523	\$ 147,523	\$ 147,523	\$ 147,523	\$ 147,523	\$ 147,523	\$ 147,523	\$ 147,523	\$ 147,523	\$ 147,523	\$ 147,523	\$ 147,523	\$ 1,770,274
Other Income	\$ 7,376	\$ 7,376	\$ 7,376	\$ 7,376	\$ 7,376	\$ 7,376	\$ 7,376	\$ 7,376	\$ 7,376	\$ 7,376	\$ 7,376	\$ 7,376	\$ 88,514
Discounts/Write Offs	\$ (7,745)	\$ (7,745)	\$ (7,745)	\$ (7,745)	\$ (7,745)	\$ (7,745)	\$ (7,745)	\$ (7,745)	\$ (7,745)	\$ (7,745)	\$ (7,745)	\$ (7,745)	\$ (92,939)
Bad Debt	\$ (3,098)	\$ (3,098)	\$ (3,098)	\$ (3,098)	\$ (3,098)	\$ (3,098)	\$ (3,098)	\$ (3,098)	\$ (3,098)	\$ (3,098)	\$ (3,098)	\$ (3,098)	\$ (37,176)
TOTAL INCOME	\$ 144,056	\$ 144,056	\$ 144,056	\$ 144,056	\$ 144,056	\$ 144,056	\$ 144,056	\$ 144,056	\$ 144,056	\$ 144,056	\$ 144,056	\$ 144,056	\$ 1,728,672
EXPENSES													
Advertising & Promotion	\$ 2,626	\$ 2,626	\$ 2,626	\$ 2,626	\$ 2,626	\$ 2,626	\$ 2,626	\$ 2,626	\$ 2,626	\$ 2,626	\$ 2,626	\$ 2,626	\$ 31,513
Insurance	\$ 1,807	\$ 1,807	\$ 1,807	\$ 1,807	\$ 1,807	\$ 1,807	\$ 1,807	\$ 1,807	\$ 1,807	\$ 1,807	\$ 1,807	\$ 1,807	\$ 21,682
Management	\$ 8,643	\$ 8,643	\$ 8,643	\$ 8,643	\$ 8,643	\$ 8,643	\$ 8,643	\$ 8,643	\$ 8,643	\$ 8,643	\$ 8,643	\$ 8,643	\$ 103,720
Miscellaneous & Other	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 994	\$ 11,925
Office and Administrative	\$ 2,349	\$ 2,349	\$ 2,349	\$ 2,349	\$ 2,349	\$ 2,349	\$ 2,349	\$ 2,349	\$ 2,349	\$ 2,349	\$ 2,349	\$ 2,349	\$ 28,187
Payroll & Burden	\$ 9,599	\$ 9,599	\$ 9,599	\$ 9,599	\$ 9,599	\$ 9,599	\$ 9,599	\$ 9,599	\$ 9,599	\$ 9,599	\$ 9,599	\$ 9,599	\$ 115,185
Real Estate Taxes	\$ 11,505	\$ 11,505	\$ 11,505	\$ 11,505	\$ 11,505	\$ 11,505	\$ 11,505	\$ 11,505	\$ 11,505	\$ 11,505	\$ 11,505	\$ 11,505	\$ 138,066
Repairs & Maintenance	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 13,009
Utilities	\$ 4,607	\$ 4,607	\$ 4,607	\$ 4,607	\$ 4,607	\$ 4,607	\$ 4,607	\$ 4,607	\$ 4,607	\$ 4,607	\$ 4,607	\$ 4,607	\$ 55,289
TOTAL EXPENSES	\$ 43,215	\$ 43,215	\$ 43,215	\$ 43,215	\$ 43,215	\$ 43,215	\$ 43,215	\$ 43,215	\$ 43,215	\$ 43,215	\$ 43,215	\$ 43,215	\$ 518,576
NOI	\$ 100,841	\$ 100,841	\$ 100,841	\$ 100,841	\$ 100,841	\$ 100,841	\$ 100,841	\$ 100,841	\$ 100,841	\$ 100,841	\$ 100,841	\$ 100,841	\$ 1,210,096

Month	73	74	75	76	77	78	79	80	81	82	83	84	YEAR 7
INCOME													
Gross Potential Income	\$ 166,765	\$ 166,765	\$ 166,765	\$ 166,765	\$ 166,765	\$ 166,765	\$ 166,765	\$ 166,765	\$ 166,765	\$ 166,765	\$ 166,765	\$ 166,765	\$ 2,001,179
Occupancy	92%	92%	92%	92%	92%	92%	92%	92%	92%	92%	92%	92%	92%
Rents	\$ 153,424	\$ 153,424	\$ 153,424	\$ 153,424	\$ 153,424	\$ 153,424	\$ 153,424	\$ 153,424	\$ 153,424	\$ 153,424	\$ 153,424	\$ 153,424	\$ 1,841,085
Other Income	\$ 7,671	\$ 7,671	\$ 7,671	\$ 7,671	\$ 7,671	\$ 7,671	\$ 7,671	\$ 7,671	\$ 7,671	\$ 7,671	\$ 7,671	\$ 7,671	\$ 92,054
Discounts/Write Offs	\$ (8,055)	\$ (8,055)	\$ (8,055)	\$ (8,055)	\$ (8,055)	\$ (8,055)	\$ (8,055)	\$ (8,055)	\$ (8,055)	\$ (8,055)	\$ (8,055)	\$ (8,055)	\$ (96,657)
Bad Debt	\$ (3,222)	\$ (3,222)	\$ (3,222)	\$ (3,222)	\$ (3,222)	\$ (3,222)	\$ (3,222)	\$ (3,222)	\$ (3,222)	\$ (3,222)	\$ (3,222)	\$ (3,222)	\$ (38,663)
TOTAL INCOME	\$ 149,818	\$ 149,818	\$ 149,818	\$ 149,818	\$ 149,818	\$ 149,818	\$ 149,818	\$ 149,818	\$ 149,818	\$ 149,818	\$ 149,818	\$ 149,818	\$ 1,797,819
EXPENSES													
Advertising & Promotion	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 2,703	\$ 32,432
Insurance	\$ 1,859	\$ 1,859	\$ 1,859	\$ 1,859	\$ 1,859	\$ 1,859	\$ 1,859	\$ 1,859	\$ 1,859	\$ 1,859	\$ 1,859	\$ 1,859	\$ 22,314
Management	\$ 8,989	\$ 8,989	\$ 8,989	\$ 8,989	\$ 8,989	\$ 8,989	\$ 8,989	\$ 8,989	\$ 8,989	\$ 8,989	\$ 8,989	\$ 8,989	\$ 107,869
Miscellaneous & Other	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 12,273
Office and Administrative	\$ 2,417	\$ 2,417	\$ 2,417	\$ 2,417	\$ 2,417	\$ 2,417	\$ 2,417	\$ 2,417	\$ 2,417	\$ 2,417	\$ 2,417	\$ 2,417	\$ 29,008
Payroll & Burden	\$ 9,879	\$ 9,879	\$ 9,879	\$ 9,879	\$ 9,879	\$ 9,879	\$ 9,879	\$ 9,879	\$ 9,879	\$ 9,879	\$ 9,879	\$ 9,879	\$ 118,543
Real Estate Taxes	\$ 11,841	\$ 11,841	\$ 11,841	\$ 11,841	\$ 11,841	\$ 11,841	\$ 11,841	\$ 11,841	\$ 11,841	\$ 11,841	\$ 11,841	\$ 11,841	\$ 142,090
Repairs & Maintenance	\$ 1,116	\$ 1,116	\$ 1,116	\$ 1,116	\$ 1,116	\$ 1,116	\$ 1,116	\$ 1,116	\$ 1,116	\$ 1,116	\$ 1,116	\$ 1,116	\$ 13,388
Utilities	\$ 4,742	\$ 4,742	\$ 4,742	\$ 4,742	\$ 4,742	\$ 4,742	\$ 4,742	\$ 4,742	\$ 4,742	\$ 4,742	\$ 4,742	\$ 4,742	\$ 56,901
TOTAL EXPENSES	\$ 44,568	\$ 44,568	\$ 44,568	\$ 44,568	\$ 44,568	\$ 44,568	\$ 44,568	\$ 44,568	\$ 44,568	\$ 44,568	\$ 44,568	\$ 44,568	\$ 534,818
NOI	\$ 105,250	\$ 105,250	\$ 105,250	\$ 105,250	\$ 105,250	\$ 105,250	\$ 105,250	\$ 105,250	\$ 105,250	\$ 105,250	\$ 105,250	\$ 105,250	\$ 1,263,001

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
INCOME							
Gross Potential Income	\$ 1,644,823	\$ 1,644,823	\$ 1,710,616	\$ 1,779,041	\$ 1,850,202	\$ 1,924,211	\$ 2,001,179
Occupancy	0%	14%	38%	63%	86%	92%	92%
Rents	\$ -	\$ 226,041	\$ 658,156	\$ 1,124,837	\$ 1,588,788	\$ 1,770,274	\$ 1,841,085
Other Income	\$ -	\$ 11,302	\$ 32,908	\$ 56,242	\$ 79,439	\$ 88,514	\$ 92,054
TOTAL INCOME	\$ -	\$ 191,318	\$ 601,043	\$ 1,081,158	\$ 1,551,451	\$ 1,728,672	\$ 1,797,819
EXPENSES							
Advertising & Promotion	\$ 2,332	\$ 28,819	\$ 28,889	\$ 29,754	\$ 30,620	\$ 31,513	\$ 32,432
Insurance	\$ -	\$ 19,875	\$ 19,875	\$ 20,472	\$ 21,068	\$ 21,682	\$ 22,314
Management	\$ 2,500	\$ 30,000	\$ 36,719	\$ 64,870	\$ 93,087	\$ 103,720	\$ 107,869
Miscellaneous & Other	\$ -	\$ 10,931	\$ 10,931	\$ 11,259	\$ 11,587	\$ 11,925	\$ 12,273
Office and Administrative	\$ -	\$ 25,838	\$ 25,838	\$ 26,613	\$ 27,388	\$ 28,187	\$ 29,008
Payroll & Burden	\$ 8,523	\$ 105,339	\$ 105,595	\$ 108,755	\$ 111,923	\$ 115,185	\$ 118,543
Real Estate Taxes	\$ 50,000	\$ 130,251	\$ 130,251	\$ 130,251	\$ 134,158	\$ 138,066	\$ 142,090
Repairs & Maintenance	\$ -	\$ 11,925	\$ 11,925	\$ 12,283	\$ 12,641	\$ 13,009	\$ 13,388
Utilities	\$ -	\$ 50,682	\$ 50,682	\$ 52,202	\$ 53,723	\$ 55,289	\$ 56,901
TOTAL EXPENSES	\$ 63,354	\$ 413,661	\$ 420,706	\$ 456,458	\$ 496,195	\$ 518,576	\$ 534,818
NOI	\$ (63,354)	\$ (222,343)	\$ 180,337	\$ 624,700	\$ 1,055,256	\$ 1,210,096	\$ 1,263,001

Facility Expenses

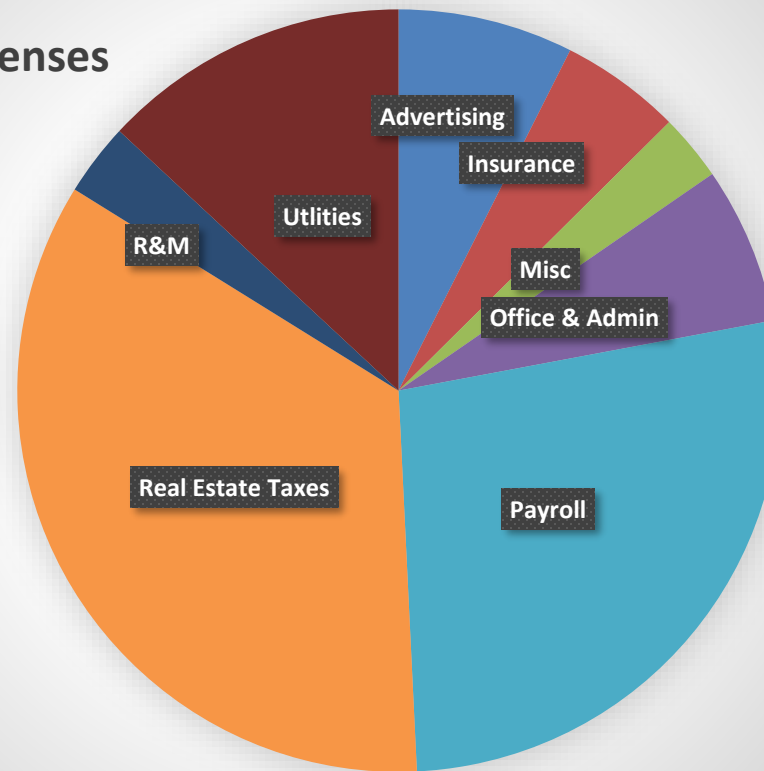


Table 10 – National Operating Expenses

	Range		Average \$/SF	% of Expenses
	Low \$/SF	High \$/SF		
Real Estate Taxes	0.38	3.74	1.41	24.6%
Property Insurance	0.04	0.39	0.23	4.0%
Utilities	0.05	0.94	0.34	6.0%
Repairs & Maintenance	0.12	1.99	0.47	8.1%
Administration	0.13	0.91	0.61	10.6%
Off-Site Management	0.17	1.35	0.76	13.2%
On-Site Management	0.34	1.75	1.06	18.4%
Advertising	0.01	0.49	0.29	5.0%
Miscellaneous	-0.02	1.47	0.58	10.1%
Total Expenses	1.22	13.02	5.75	100%

Table 11 – East Region Operating Expenses

	Range		Average \$/SF	% of Expenses
	Low \$/SF	High \$/SF		
Real Estate Taxes	0.60	3.74	2.37	31.6%
Property Insurance	0.09	0.30	0.20	2.7%
Utilities	0.19	0.90	0.45	6.0%
Repairs & Maintenance	0.16	0.85	0.61	8.1%
Administration	0.43	0.91	0.71	9.4%
Off-Site Management	0.27	1.31	1.05	14.0%
On-Site Management	0.80	1.75	1.27	16.9%
Advertising	0.20	0.46	0.35	4.7%
Miscellaneous	-0.02	1.47	0.50	6.7%
Total Expenses	2.73	11.69	7.50	100%

Table 12 – Midwest Region Operating Expenses

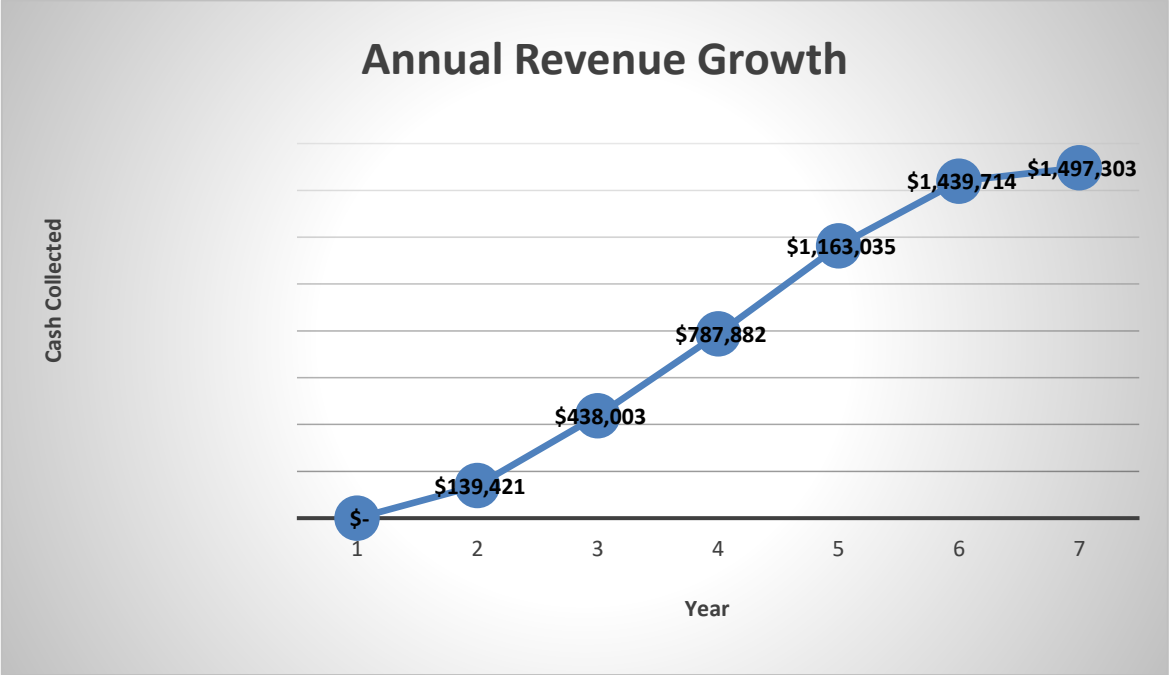
	Range		Average \$/SF	% of Expenses
	Low \$/SF	High \$/SF		
Real Estate Taxes	0.59	2.33	1.14	26.7%
Property Insurance	0.09	0.17	0.12	2.8%
Utilities	0.19	0.33	0.24	5.5%
Repairs & Maintenance	0.14	0.52	0.40	9.3%
Administration	0.19	0.53	0.45	10.5%
Off-Site Management	0.30	0.83	0.52	12.3%
On-Site Management	0.53	1.46	0.90	21.1%
Advertising	0.01	0.46	0.27	6.2%
Miscellaneous	0.00	0.76	0.24	5.5%
Total Expenses	2.04	7.38	4.26	100%

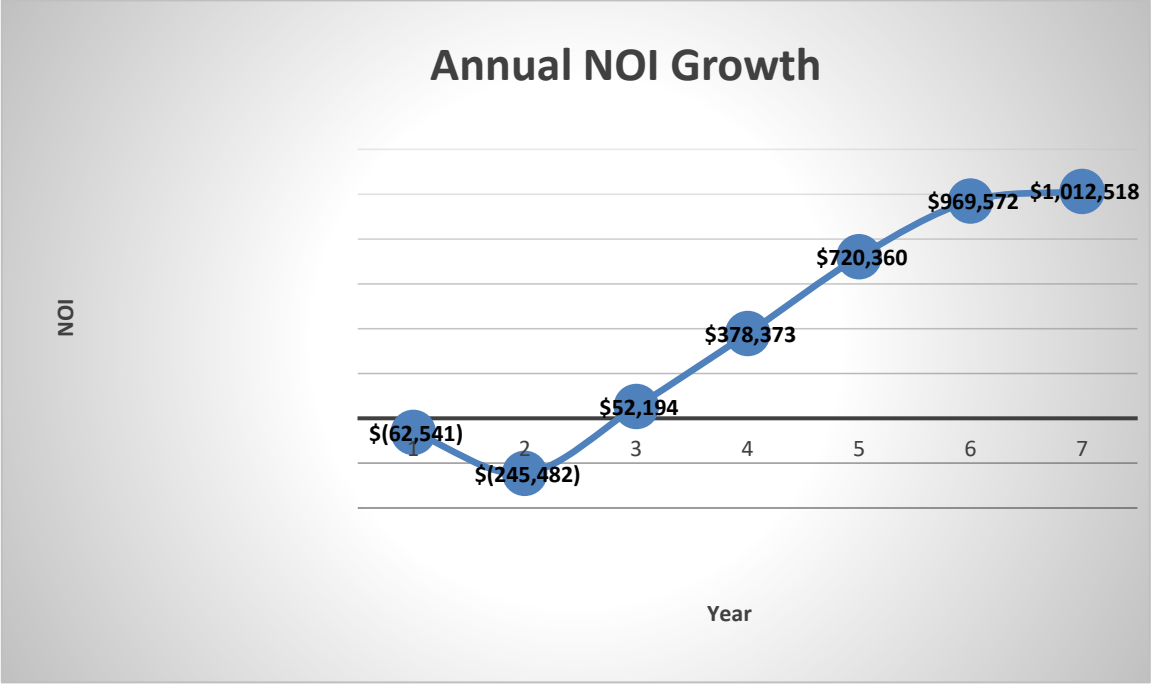
Table 13 – South Region Operating Expenses

	Range		Average \$/SF	% of Expenses
	Low \$/SF	High \$/SF		
Real Estate Taxes	0.67	1.74	1.10	23.6%
Property Insurance	0.09	0.39	0.24	5.2%
Utilities	0.21	0.94	0.32	6.9%
Repairs & Maintenance	0.25	1.99	0.37	7.9%
Administration	0.42	0.79	0.50	10.7%
Off-Site Management	0.20	1.35	0.57	12.2%
On-Site Management	0.34	1.17	0.89	19.0%
Advertising	0.09	0.49	0.25	5.3%
Miscellaneous	0.00	1.25	0.43	9.3%
Total Expenses	2.28	10.09	4.68	100%

Table 14 – West Region Operating Expenses

	Range		Average \$/SF	% of Expenses
	Low \$/SF	High \$/SF		
Real Estate Taxes	0.38	1.97	1.05	17.8%
Property Insurance	0.04	0.33	0.27	4.7%
Utilities	0.05	0.36	0.32	5.5%
Repairs & Maintenance	0.12	0.53	0.47	8.0%
Administration	0.13	0.75	0.69	11.8%
Off-Site Management	0.17	0.89	0.78	13.3%
On-Site Management	0.52	1.22	1.11	18.9%
Advertising	0.01	0.33	0.29	5.0%
Miscellaneous	-0.01	1.16	0.89	15.1%
Total Expenses	1.41	7.53	5.87	100%





Investment Analysis:

Return on Investment		Cash Flows					
Purchase Capitalization Rate on First Year NOI	-0.60%				% Cash		
Internal Rate of Return (5 Year Unlevered)	16.24%			Cash Flow	on Cash		
Internal Rate of Return (5 Year Levered)	26.49%		Cash Flows year 1	\$ (351,161)	-10.07%		
Developers Yield	10.24%		Cash Flows year 2	\$ (685,484)	-19.66%		
Cash Invested (Equity)	\$ 3,486,800.79		Cash Flows year 3	\$ (273,878)	-7.85%		
Net Sale Proceeds	\$ 20,925,987.13		Cash Flows year 4	\$ 67,350	1.93%		
			Cash Flows year 5	\$ 6,427,733	184.34%		
TOTAL 7 Year Income	\$ 21,070,656.35		Cash Flows year 6	\$ 144,669	Infinite		
Less Loan Payoff	\$ 13,318,039.49		Cash Flows year 7	\$ 198,866	Infinite		
NET CASH AT END OF YEAR 7:	\$ 7,752,616.86						
Net Operating Income and Cash on Cash Calculation							
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Total Actual Income	\$ -	\$ 195,815	\$ 615,170	\$ 1,106,570	\$ 1,587,917	\$ 1,769,303	\$ 1,840,075
Less: Expenses	\$ 63,566	\$ 421,146	\$ 428,895	\$ 465,623	\$ 506,248	\$ 529,108	\$ 545,684
Net Operating income	\$ (63,566)	\$ (225,332)	\$ 186,275	\$ 640,947	\$ 1,081,668	\$ 1,240,194	\$ 1,294,391
Annual debt service	\$ (287,595)	\$ (460,152)	\$ (460,152)	\$ (573,596)	\$ (1,095,525)	\$ (1,095,525)	\$ (1,095,525)
Cash From Refinance					\$ 6,441,590		
Cash Flow before taxes	\$ (351,161)	\$ (685,484)	\$ (273,878)	\$ 67,350	\$ 6,427,733	\$ 144,669	\$ 198,866

Notes:

- Our assumptions include a re-finance in year five which indicates that all of the originally invested cash could be taken out of the asset to then recalculate the cash-on-cash returns as infinite.

The Internal rate of return (IRR) for an investment is the percentage rate earned on each dollar invested for each period it is invested. IRR is also another term people use for interest. Ultimately, IRR gives an investor the means to compare alternative investments based on their yield.

Leveraged IRR is calculated in the exact same way as Unleveraged IRR, except that instead of having the negative cash flow in year zero being the purchase price, it is the portion of the purchase price that is not financed – the equity portion. And instead of the cash flow being NOI alone, the cash flows in Leveraged IRR are NOI less debt service. Finally, the sale price is not the full expected sale price of the property, but rather the expected sale price of the property less the expected balance of the loan at the time of sale.

Yield is calculated as a percentage, based on the property's cost or market value, annual income and running costs. It does not consider how much the property increases in value over time (i.e. the capital growth). Yield considers all operational expenses such as payroll, management fees, maintenance costs, utilities and marketing expenses.

Cash-on-cash is one of the most common return formats used in the real estate industry. It is a ratio (usually converted to a percentage) that is derived by dividing cash flow (before tax) by the amount of equity initially invested.

OPERATIONS/MARKETING/DEVELOPMENT RECOMMENDATIONS

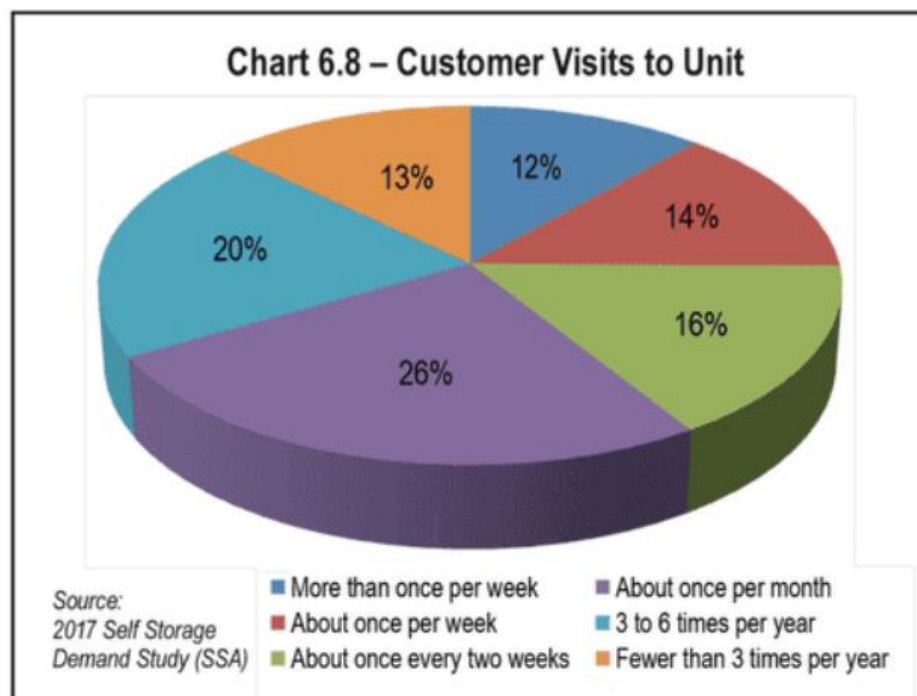
- **Signage.** We cannot over-estimate the value of highly visible, colorful signage. Self-storage is primarily a retail business and proper signage is critical. We recommend that the reader consider maximizing the amount of signage allowed:
 - 'Self-Storage' should be the largest words on the sign
 - Facility phone number in large numerals
 - Manual reader boards are not recommended, but if the budget allows, an electronic reader board can be used to point out specials, community events, time & temperature, etc.
 - We highly recommend that the developer immediately create a 'Coming Soon!' sign on the property with an 800# to begin monitoring demand and creating a 'pre-leasing' energy. Such a sign might also work to discourage any potential new self-storage developments in the subject market.
 - The developer might consider having a third-party call center answer the 'Coming Soon' phone number, especially as the opening of the facility becomes imminent and pre-leasing opportunities start to happen.
- **Trucks.** There is a strong relationship between self-storage and truck rentals indicated by the large percentage of customers who rent trucks when moving into and out of self-storage (+/- 25%). We recommend that the developer consider adding U-Haul rental trucks at the subject site.
 - **U-Haul 800-528-0361** www.uhaul.com/dealer
- **Call Center.** Already a proven strategy among the big boys in the U.S. marketplace, the call center concept is noted as one of the greatest competitive advantages in all self-storage. Self-storage operators cannot afford to miss prospective customer inquiries and will not miss those calls by using a third-party call center. We are surprised that in 2020 that any existing self-storage facility does not use a call center. The call center provides self-storage owners with a remote level of services that range from answering all facility calls, rollover facility calls that give managers the opportunity to answer first, and after-hour facility calls.

Moreover, call centers can handle all incoming calls with 24/7 options. The strategy allows the manager to focus on operational duties, marketing, and face-to face customer service. The value of every rental is far too high to trust to an answering machine. Too many studies indicate that potential customers simply will not leave a message and continue to call through the Yellow Pages or various web sites (or other marketing sources) until they are able to reach someone. Self-storage centers are at a clear marketing disadvantage in their marketing efforts by not using a call center.

- The call center answers the phone when the manager can't (usually after the third or fourth ring as well as before and after the facility office closes)
- The calls transfer seamlessly to the call center and oftentimes the customer doesn't know they have reached a call center.
- The call center agent can take a reservation, take a payment, answer questions about the account, etc.
- The call center will increase rentals and increase customer service.
- Managers must be trained to effectively utilize the benefits of a call center.

Self-Storage Call Center we highly recommend:

- **XPS** – Mike Roberts 972-865-4312 www.xpsusa.com
- **Automated Storage** – Dakota Harwell – 205-503-8267
- **State-of-the-Art Security.** The developer should make no compromises in security technology.
 - Individual door alarms are not recommended for this facility.
 - Access controlled facility entry
 - Recorded security surveillance
 - Many security cameras
 - Large security camera monitors placed behind the sales counter so that customers can see that the facility is being monitored.
 - We highly recommend contacting Aaron Harwell at Spider Door, 855-556-9589.



- **Tenant Goods Insurance.** The facility should offer the benefit of pay-with-payment tenant goods insurance to the tenants.
 - Tenant goods insurance is designed to protect tenant goods for various maladies typically including theft and natural disasters.
 - We highly recommend contacting the following tenant insurance companies:
 - **Bader Company** – Tim Parnell 888-223-3726 www.baderco.com
 - **StoreSmart Insurance** – Michael Rhoads 888-545-7627 www.storsmartinsurance.com
- **Manager considerations.** There are few businesses as ‘manager-centric’ as the self-storage business. Oftentimes customers won’t know the name of the facility but will know the name of the manager. While an established, stabilized facility can ‘make do’ with a sub-par manager, a facility in lease-up or a challenging market cannot. We believe it would be difficult to implement most if not all the recommendations with a subpar manager. We highly recommend that the developer implement an intensive hiring and training program.
 - Given the increased importance of the Internet and email as a marketing source to attract customers, it has also shifted the dynamics of self-storage managers. No longer can they be merely efficient at renting space in person or on the phone.
 - Self-storage is a sales business. Managers must have the skills to professional ‘sell’ prospects on renting and on paying their rent.
 - The professionalism and appearance of the on-site manager should match or be superior to the facility itself (‘a nice facility with a poor manager is a poor facility’).
 - We would recommend not including on-site living quarters and employing a professional manager that does not live on site.
 - The manager for this facility needs to be professional, outgoing, have the ability to market and represent the facility in the community.
- ***It’s understood industry-wide that today’s self-storage managers must be skilled professionals; gone is the caretaker role of the past. This type of manager has gone the way of first-generation facilities that served as a placeholder until the land could be used for some higher purpose. Fittingly, the job benefits enjoyed by self-storage managers have grown in correlation with their required talents and abilities.***
- We highly recommend contacting Brett Copper, Self Storage 101 VP of Marketing and Manager Training, for a complete description of our manager training opportunities, including webinars, books and videos and in-person training sessions and workshops.

Consideration should also be given to employing the services of a professional third party management company. We highly recommend contacting the following companies to discuss their third party management program:

- **Cubesmart** Guy Middlebrooks 610-535-5000 www.cubesmart.com
- **Extra Space** Noah Springer 801-365-4600 www.extraspace.com
- **Life Storage** Dale Payne 877-270-4665 <https://www.lifestorage.com/company/life-storage-solutions/>
- **Absolute Management** Jasmine Jones, 901-737-7336, ext 715 www.absolutemgmt.com
- **Storage Asset Management** Alyssa Quill 717-779-0044 www.storageassetmanagement.com
- **StorQuest** Alyssa Parker 813-380-5015 www.storquest.com
- **Store Here Management** Tron Jordheim 573-268-5217 www.storehere.com
- **Ten Federal Management** Brad Minsley 800-462-5860 <https://10federal.com/ss-property-management/>
- **Pagoda Companies** Adam Pagoda 248-877-3912 www.selfstoragespecialist.com

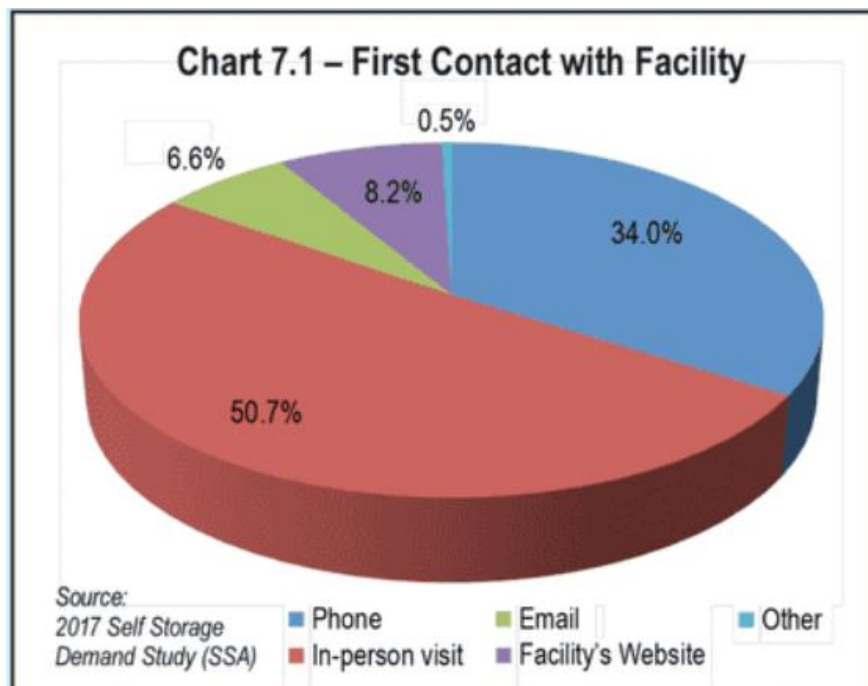
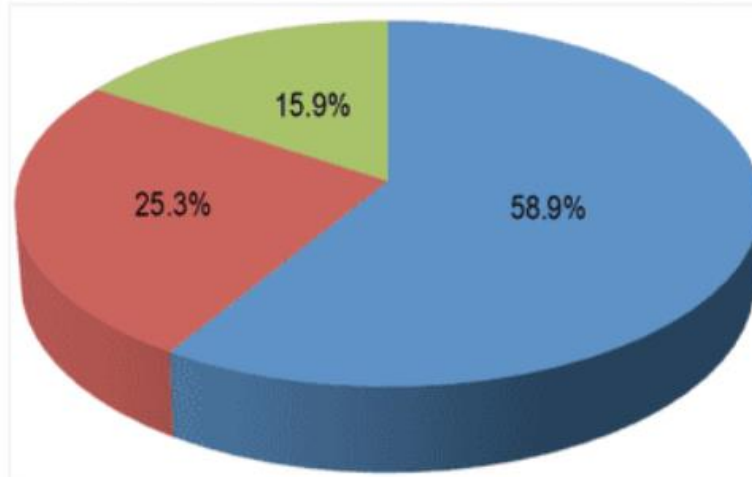


Chart 7.3 – Number of Facilities Contacted

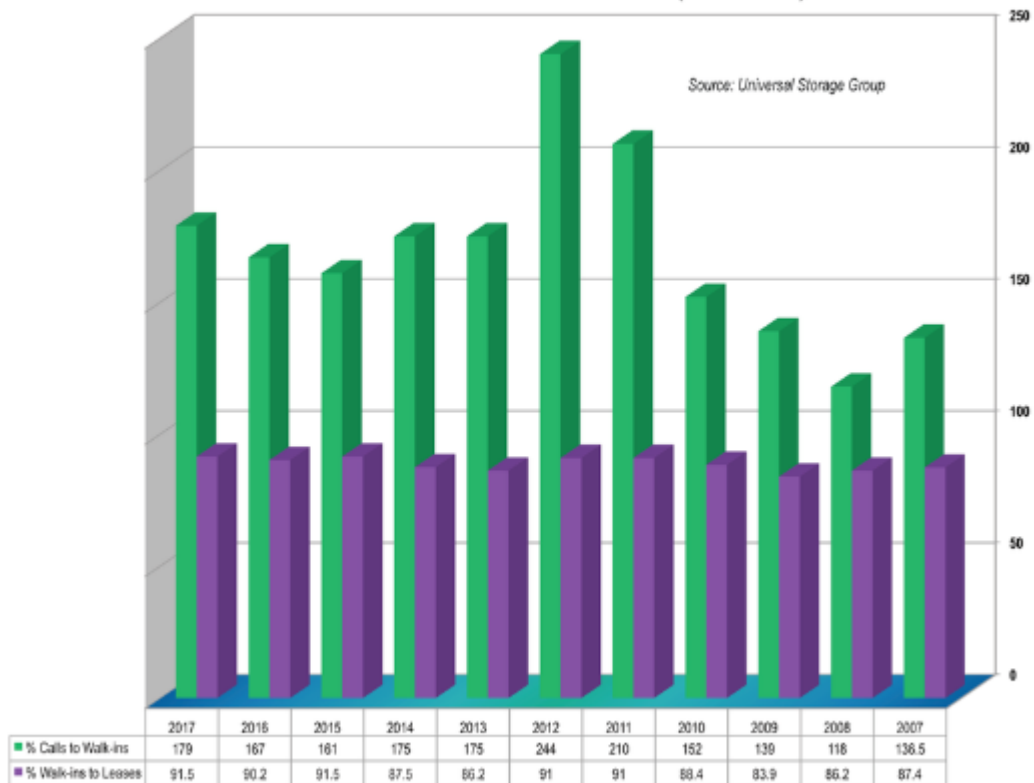


Source:
2017 Self Storage
Demand Study (SSA)

■ Rented from the first facility
I contacted
■ Contacted one other

■ Contacted more
than one other

Chart 9.7 – Traffic Conversion Ratios (2010 - 2017)



Source: Universal Storage Group

- **Marketing Plan:** The developer should immediately employ a consultant to develop a complete and detailed marketing plan for the store. The marketing plan should include many of the suggestions listed **including a direct mail 'drip' campaign to local businesses and a 'declutter sale ready' service for realtors.** The marketing plan should give specific costs and implementation strategies.

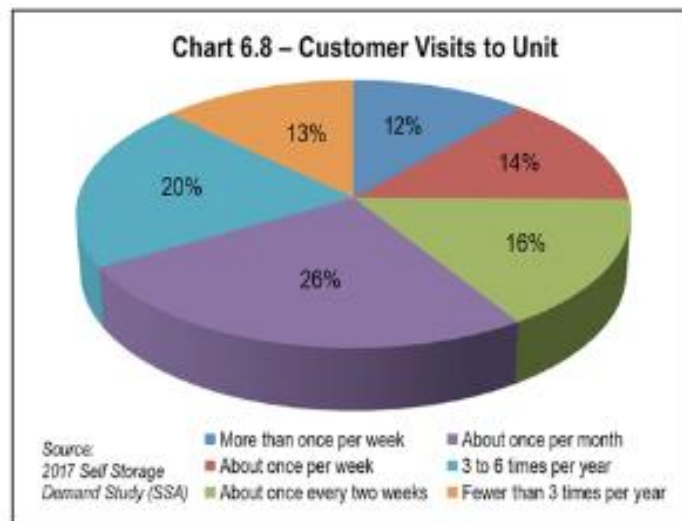
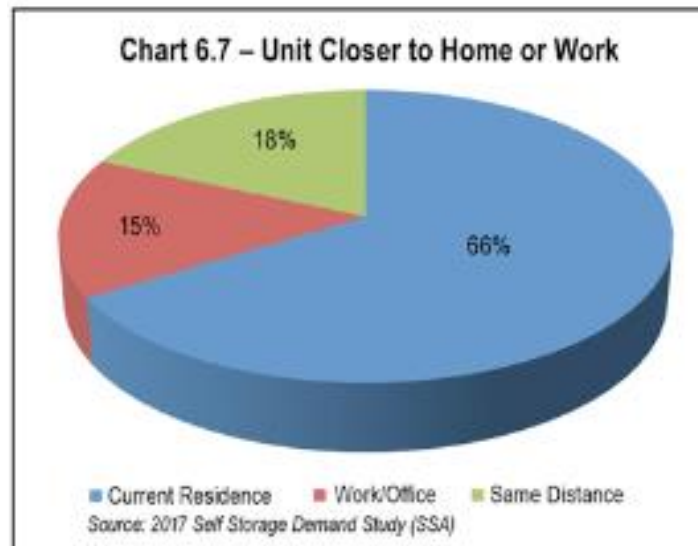


Table 6.8 – Important Features for Customers	
Anytime access to self storage unit (24-hours, 7-days)	56.9%
Electronic gates that only allow authorized people to enter facility	56.5%
Close to place of residence	55.1%
Drive-up parking to self storage unit	54.4%
Pest control	51.4%
Discount rates for long-term rental agreements	47.6%
Flexible means of payment (online, automatic deduction from bank account, credit card, check)	46.8%
Flexible contracts	45.9%
Fire sprinklers in storage unit	43.1%
Humidity of self storage unit is controlled	38.1%
Storage unit has its own security alarm	37.0%
Tools to assist loading/unloading (dollies, carts, ramps)	37.0%
Self storage unit is air-conditioned	33.2%
Self storage unit is heated	25.0%
Self storage unit contains shelving	21.2%
Close to work place/school	20.3%
Wide-range of storage accessories are sold in storage facility office (locks, plastic containers, cardboard boxes, tape, etc.)	19.9%
Availability of truck rentals	19.5%
Availability of specialized containers for storing unique items such as wine, stamp collections, etc.	13.7%

Sources: 2017 Self Storage Demand Study (SSA)

- **Sales Management:** A specific plan for monitoring on-site sales effectiveness and retail sales should be a strong component of the management plan.
- **Extended Access Hours:** The store should offer extended access hours and, commensurate with the extended access, increased security. The recommended gate hours are 6:00 am to 10:00 pm, seven days a week. Commercial tenants should be offered extended hours as needed.
- **7 Day-Per-Week Office Hours:** The office should be open seven days per week. Some of the market competitors are not open on Sundays but the subject property should have some Sunday hours at least during the lease-up process. The recommended office hours are **9:00 a.m. to 6:00 p.m.** Monday through Friday, **8:00 a.m. to 4:00 p.m.** on Saturdays and **10:00 a.m. to 4:00 p.m.** on Sundays. During lease-up late hours on Friday until 7:00 p.m. are suggested.
 - A recent retail organization's study indicated that a large percentage of people shop between 6pm and 8pm.
- **Internet Strategy:** Today, more and more self-storage owners are continuing to incorporate self-service into their website storefronts to compete for added rentals. Consumers are carrying around smartphones—business tools in the palms of their hands. And as a result, storage companies with optimized websites are enjoying great success by renting units on-demand. For new online tenants, it is a welcome reprieve from the task of visiting a store during office hours and dealing with all the paperwork in person.

Should this trend continue, facilities that dismiss the use of a functional website will find themselves unable to serve and engage a broader customer base through Web and mobile channels. In fact, current case studies reveal how online storage shoppers are responding when facilities implement a personalized Web-mobile rental channel.

The Marketing plan should have an E-Commerce component and should deploy a strong Internet presence. The E-Commerce strategy should include:

- Website
 - Easy to navigate
 - Clear 'call to action'
 - 'clutter-free'
- On-line rental capability
 - Allows potential customers to conduct business with you when you are not open
 - Research clearly indicates this is a highly desirable service for customers.
- Search engine optimization
 - It is important that facility's website ranked consistently high among web searches within the subject market
- On-line payment options
 - Credit cards
 - Debit cards
 - ACH
- Link to call center during business hours
 - Call center can implement 'live chat' for facility
- Real-time inventory management
 - Accurate availability.
- We highly recommend contacting Jill Baker at **The Storage Group**, 407-392-1485

www.storageinternetmarketing.com

- **Automated Technology.** We recommend that the developer consider adding automated technology to the subject facility. This technology extends the reach of customer acquisition and customer service. In an industry that typically serves customers in person between the hours of 9 to 5, incremental sales and reduced labor costs represent the top drivers that motivate owners to integrate automated technology. In turn, the reality of losing recurring business to nearby competitors marks these new technologies as one of the most prominent strategic solutions. This is because automated technology is always onsite to take care of a new renter—keeping a facility open when others in the marketplace are closed.
 - This technology has several benefits:
 - Low cost for the initial investment.
 - Extends rental hours when tied to one of the third party call centers.
 - Reduces staff activities and may allow for reduction of operating hours.
 - Reduced operating costs and increased profits, NOI and asset values.
 - Creates a unique marketing and sales position for the subject facility.
 - Automation allows owners and operators the ability to conduct business both during and outside of normal office hours, thereby helping to maximize income for self-storage facilities.

10 Federal Finds Success With Self-Storage Automation: A Case Study of Unmanned Operation

The owner of 10 Federal Storage discusses the role of technology in his company's successful operation of 15 unmanned facilities. Learn how they do it and challenges they've faced when implementing new tools.

At 10 Federal, our focus is on operating unmanned, autonomous self-storage facilities. Over the past four years, we've tried numerous technologies and methods to refine the process, and I'm pleased to report the model is succeeding. Properties that have been on our platform for a minimum of six months have increased net operating income an average of 18 percent. With our debt leverage, this equates to a 52 percent increase in the value of equity invested!

What's important to recognize is technology is replacing labor. It doesn't matter what industry you're in—there are more machines, computers and robots than ever performing work that used to be done by people, and productivity is increasing tremendously through technology use. For example, we have one property manager who oversees all 15 of our locations. That's pretty efficient!

Our goal is to find the maximum point on the curve where one axis is customer satisfaction and the other is cost. Effectively, we're looking for the best tenant experience at the lowest rate. We'll look at any technology that can improve convergence. However, the tools we employ can be used by any self-storage operator. Pick one or all. Any will increase the efficiency of your operation and save you time, money or both.

Before I dive into the details of the technology we use, I want to emphasize that the following is not a definitive list. Our industry is full of great vendors who are constantly refining and improving their products. This is simply what we're using for our current model. I'll distill items into three categories: sales, operation and monitoring. I'll also shared challenges we faced to implement new technology and the effect it's had on our customers.

Sales

Our sales revolve around a leasing-enabled website and kiosk as well as a call center. A leasing-enabled website allows a prospective renter to create an account, select a unit, enter payment information, create a gate code, electronically sign the lease and move into the unit all on his own. Twenty-four percent of our tenants rent through our website without ever talking to us. Not only is this optimal efficiency, it gives us a big advantage. We can lease 24 hours a day, whereas our competition can only rent during business hours. We average three to five leases per facility per month through after-hours leasing.

A leasing-enabled kiosk performs all the same functions as the website. Though only 6 percent of our leases originate through this tool, I still recommend having one. The use is enough to justify the investment, and the kiosk doubles as a pay station and information terminal for customers. Further, it establishes an “office” where renters begin their onsite journey.

Another critical item you need if you’re operating an unmanned facility is a model unit, since after price, the next most common question from customers is, “What size unit do I need?” We either convert an existing office or buy a 10-by-20 portable-storage unit to use as the model. We mark the smaller unit sizes on the floor using colored tape. Placing this near the kiosk allows customers to visualize the space they’ll need.

The call center is the final and most critical sales channel. Seventy percent of our leases originate here. Units are rented over the phone, or the customer can complete the lease at the kiosk or website. You can’t escape having a call center if you go unmanned. We established our own, as unmanned sites were pretty specialized when we started. Now, there are many great call-center options.

None of the above is relevant, however, if the customer doesn’t know about your store, so it’s critical to have an online presence. Start with getting a Google My Business Listing, then supplement with Google AdWords. I love this advertising channel because you can turn it on and off as needed.

Operation

For payments, we only accept electronic—no cash or checks. We lose 10 percent of customers when we acquire a facility and enforce this requirement, but we recover that loss quickly and the system is very efficient.

Next is the overlock challenge, specifically how to release an overlocked renter if there’s no manager onsite. We use a lock system we developed ourselves, but there are other automated lock options in the industry. Even if your facility is staffed, an overlock system will help with efficiency, as the manager won’t have to spend time removing overlocks, and locks can be removed even after hours. It’s a better customer experience.

We do employ part-time maintenance techs who invest an average of 10 to 20 hours per facility per month. That’s still far better than 160 hours per month for a full-time manager. A maintenance tech mows, blows, cleans, overlocks units, takes auction photos and handles other routine tasks. We’re experimenting with 360-degree cameras and virtual-reality headsets that will allow our maintenance director to be “present” with the tech to do things such as walk-throughs or troubleshooting a gate.

Monitoring

We rely heavily on our camera system and are experimenting with analytics cameras. A legacy system records what has occurred on site, but an analytics system can be trained to recognize if a door or vehicle gate is stuck open. Plus, the cameras can see thermally, so they can recognize if a climate-controlled building's temperature is outside of its target range or there's water on the floor, indicating a leak. Our goal this year is to make the analytics cameras our central nervous system to monitor all aspects of the facility and actively notify us of exceptions.

Challenges

We have experienced some challenges when introducing technology at our properties, and they can be divided into two categories. The first we've defined as "the incident of failure rate" and the second is simplicity.

With unmanned operations, we have no one on site to deal with things that fail or break; hence, our goal is to get the frequency of something not working as close to zero as possible. There are a lot of amazing whiz-bang technologies out there, but if they're not extremely reliable, they aren't a good fit for unmanned sites.

Also, when you're unmanned, there's no one on site to explain how anything works. Every process must be as simple as possible so anyone without prior self-storage experience can jump right in and execute.

We work hard to get tenants onboard with our technology. When we acquire a facility and implement new tools, we lose 10 percent of the rent roll, on average. That may sound bad, but that same technology allows us to quickly recover those lost tenants. And, by the way, those are our "least efficient" customers—the ones who insist on paying by cash or check—so we're not exactly sad to see them go.

Most tenants are remarkably comfortable with our technology, as we try to keep it in the vein of interfaces they're already used to, such as a website, kiosk or combination lock. It's all familiar to them thanks to online shopping, Redbox and ATMs.

Whether you're thinking of going unmanned or just looking to find new efficiencies, I encourage you to attend industry tradeshows and see the technologies firsthand. Consider things that are easy to implement, such as connecting your gate to your website and management software. Chances are, everything is already in place, you just need your software provider to flip that switch. Then you can rent units 24 /7! This is just one way you can better serve customers and lower your operating costs.

Brad Minsley is a co-founder of 10 Federal Storage LLC, responsible for operations including new-technology development, acquisitions, management functions and finance. 10 Federal operates 17 unmanned facilities in the Carolinas and Virginia

Automation Makes Its Way Into Self-Storage

Many industries are adopting automation to make everyday transactions faster, easier and more convenient for consumers while increasing business efficiency. It was only a matter of time before this trend made it to self-storage. Whether you're depositing a check or buying groceries, many aspects of your daily routine may look very different than they did 10 years ago. Technology has given us tools including bank mobile apps and self-checkout lanes to make everyday transactions faster, easier and more convenient for consumers while increasing business efficiency. Many industries are adopting automation to provide customers and users with fast, real-time results. It was only a matter of time before this trend made it to self-storage. Five years ago, kiosks weren't readily accessible in storage facilities. Customers came in, visited with the manager, went to their units and left. Believe it or not, there wasn't nearly as much hustle and bustle back in 2013. Many sites didn't even have a website, so payments were made in person or through the mail.

Whether you're depositing a check or buying groceries, many aspects of your daily routine may look very different than they did 10 years ago. Technology has given us tools including bank mobile apps and self-checkout lanes to make everyday transactions faster, easier and more convenient for consumers while increasing business efficiency. Many industries are adopting automation to provide customers and users with fast, real-time results. It was only a matter of time before this trend made it to self-storage.

Five years ago, kiosks weren't readily accessible in storage facilities. Customers came in, visited with the manager, went to their units and left. Believe it or not, there wasn't nearly as much hustle and bustle back in 2013. Many sites didn't even have a website, so payments were made in person or through the mail.

Automation is changing the self-storage landscape, enabling owners to cut costs and enhance the customer experience. The one-on-one interaction between tenants and a real person is still significant, however, there are ways to increase efficiency and return on investment without losing that personal touch.

For a self-storage operator, automation allows you to control expenses and increase margins. Online reservations/rentals and keypad gate access will enable you to securely operate your facility beyond traditional business hours, without the incremental cost of an hourly employee. With rental-rate increases slowing down, expense reduction is one way to add more to the bottom line.

Automation may not work at every facility, but it's an option for facilities in rural and urban areas. "Automation can provide a far superior customer experience, which results in higher occupancy and higher rents. We are experiencing these effects first hand on the deals we are acquiring and automating," says Brad Minsely, owner of 10 Federal, which operates 11 self-storage locations in North Carolina.

If you're looking to add technology to your self-storage facility, you're one of many. There are ample benefits to automation.

- **USP:** The store should have a strong Unique Selling Proposition to set it apart from the competition.
 - Automated payments and rentals.
 - Free rental truck with move-in.
 - Climate controlled units.
 - Complete selection of moving and packing supplies.

Table 6.9 – Important Features by Generation

Important Features	Millennials	Gen-X	Boomers	Greatest
Anytime access to self storage unit (24-hours, 7-days)	60.9%	58.0%	55.2%	45.2%
Availability of truck rentals	34.1%	15.7%	12.0%	13.5%
Self storage unit is heated	37.4%	19.9%	21.3%	17.1%
Self storage unit is air-conditioned	45.7%	31.3%	27.6%	19.0%
Humidity of self storage unit is controlled	51.0%	35.0%	33.3%	24.3%
Drive-up parking to self storage unit	52.6%	53.9%	57.9%	49.1%
Wide-range of storage accessories are sold in storage facility office (locks, plastic containers, cardboard boxes, tape, etc.)	32.0%	17.4%	13.8%	12.1%
Availability of specialized containers for storing unique items such as wine, stamp collections, etc.	25.8%	11.3%	7.7%	4.2%
Self storage unit contains shelving	32.6%	18.6%	16.3%	10.8%
Pest control	57.7%	51.7%	51.9%	26.8%
Flexible contracts	52.8%	46.9%	43.6%	27.2%
Flexible means of payment (online, automatic deduction from bank account, credit card, check)	51.3%	44.8%	47.9%	35.1%
Discount rates for long-term rental agreements	50.9%	47.7%	47.8%	35.2%
Close to place of residence	52.8%	55.6%	58.6%	47.8%
Close to work place/school	27.4%	25.2%	12.3%	7.0%
Storage unit has its own security alarm	43.9%	36.8%	35.7%	18.2%
Electronic gates that only allow authorized people to enter facility	56.3%	56.6%	58.6%	49.2%
Fire sprinklers in storage unit	47.2%	42.4%	43.5%	30.4%
Tools to assist loading/unloading (dollies, carts, ramps)	46.0%	32.9%	37.0%	22.0%

Source: 2017 Self Storage Demand Study (SSA)

- **Affiliations to Gain Sales:** The developer should consider Preferred Partner Programs to increase traffic.
 - Apartment managers
 - Home Owner's Associations
 - Pizza Delivery stores
 - Realtors
- **Guerilla Marketing:** The Marketing Plan should address a direct sales effort to area businesses and multi-family communities.
- **Direct Marketing and Community Involvement:** The store managers should be active in the local Chamber of Commerce. **Self-storage is a local business** that relies on referrals. Chamber members know many people in the community.
- **Direct Mail Campaign:** The Marketing Plan should identify the targets, frequency and nature of a direct mail campaign. The plan may or may not include Val-Pak recommendations.

- ***Collateral Materials:*** Hire a self-storage marketing consultant to create a logo, brochures, collateral, web page, property signs, etc. The developer can contact Brett Copper at Self Storage 101, 205-643-0712, the Self Storage Association or the Michigan Self Storage Association for recommendations.

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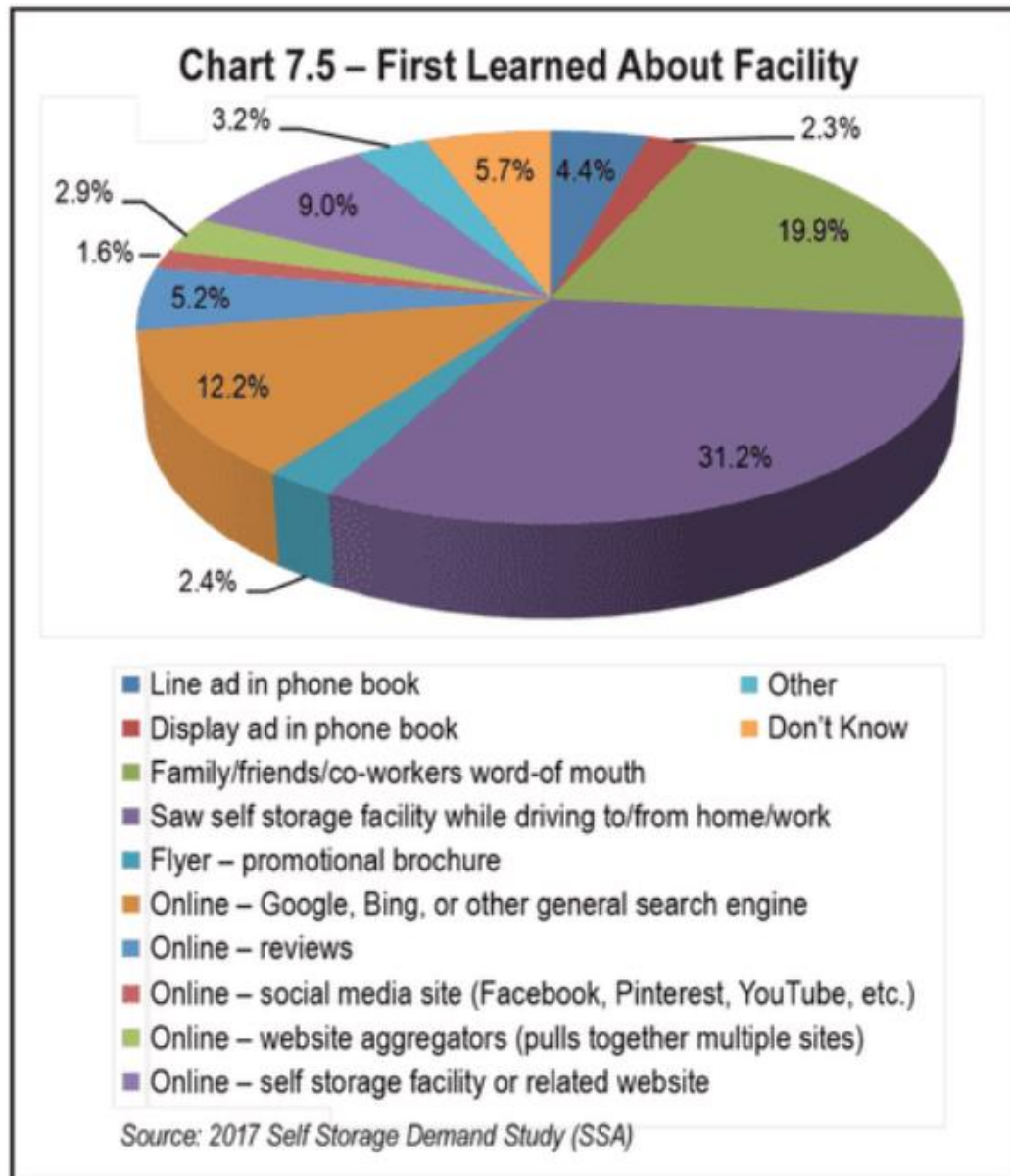
WASHINGTON SELF-STORAGE ASSOCIATION

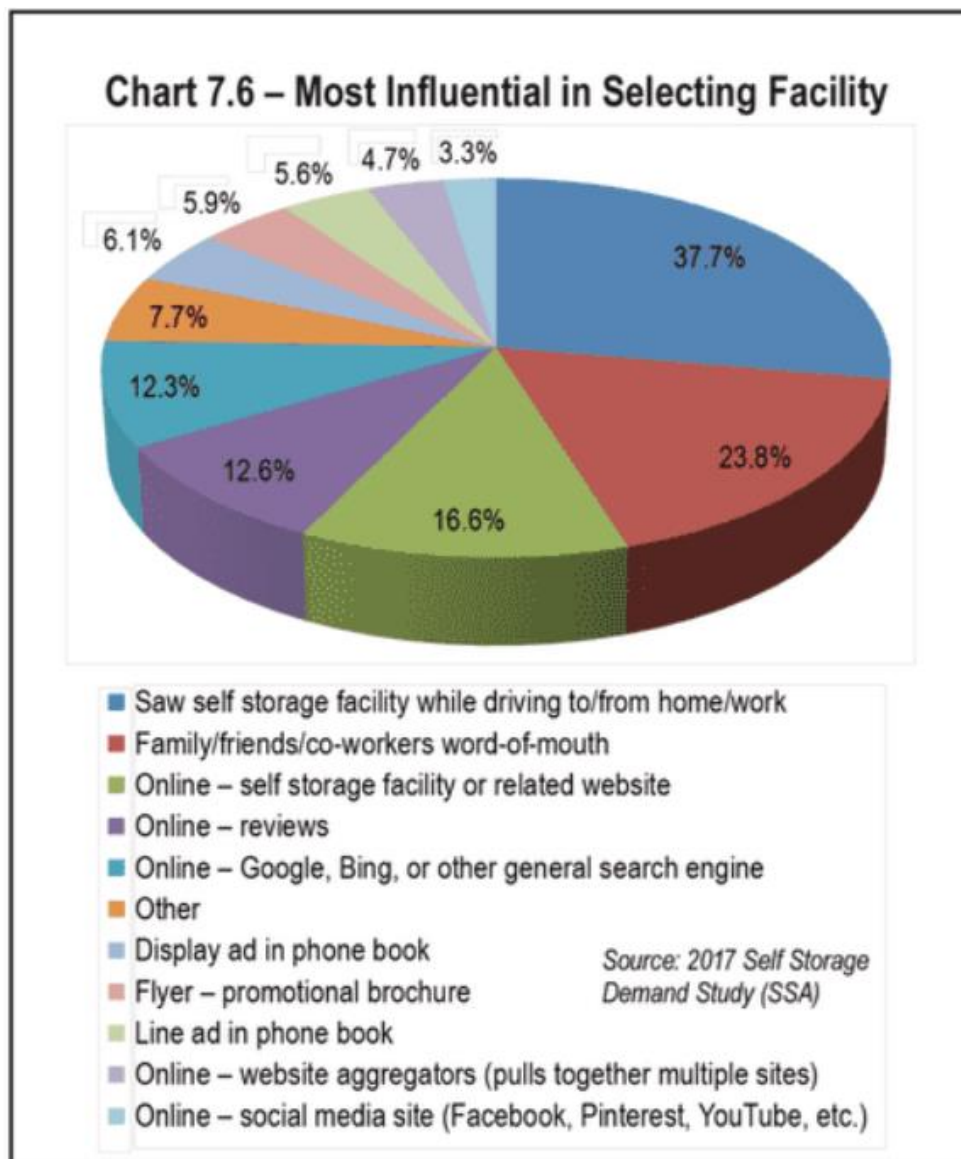
Contact: Patrick Reilly, President
PO Box 58530
Seattle, WA 98138
Phone: (206) 623-8632
Fax: (206) 575-9255
Email: pat.reilly@urbanstorage.com
Website: www.wa-ssa.org

WEST VIRGINIA SELF-STORAGE ASSOCIATION

Contact: Andy Laskody
482 Lower Aaron's Creek Road
Morgantown, WV 26508
Phone: (304) 296-2255
Fax: (304) 296-2295
Email: storage_solutions@adelphia.net

- **Competitor Referral Program:** A program to receive referrals from competitors should be developed.
- **Tenant Retention Program:** A specific program for tenant retention should be developed as part of the management plan.
- **B2B Marketing:** A specific marketing effort to attract commercial customers should be presented.
- **Custodial Management:** Commit to keeping the property “clean and green.” There is longstanding value to keeping the property in exceptional condition. Landscaping doesn’t need to be elaborate, just well-maintained.





- Management Software:** The subject facility should use a web-based management software system. The newer programs now available to the self-storage industry allow owner-operators to review reports and on-site activities in real time and the array of reports allows for more effective oversight of the facility. Owners can more readily review various rent change scenarios, check for rent allowances and discounts and implement tenant rent increases, all without necessarily engaging the onsite manager. (We are not recommending that all functions, such as rent increases, be implemented without manager ‘buy-in.) We highly recommend contacting the following companies about their management software programs:
 - Syrasoft Mark Somers 315-236-5496, www.syrasoft.com
 - storEdge Austin Jones 913-954-4110, www.storedge.com
 - WebSelfStorage Toni Colasso 866-693-6683 www.webselfstorage.com
 - Sitelink Dave McCormack 919-865-0789, ext. 1 www.sitelink.com

- **Development Recommendations:**
 - **Financing your facility**
 - **Live Oak Bank – specializing in SBA Loans**
Anna Taylor, 910-202-550-2272
www.liveoakbank.com/self-storage
 - **Metal Building Companies**
 - **Betco**
 - 704-872-2999
www.betcoinc.com
 - **Storage Structures**
 - Health Mulkey, 770-456-1602
 - www.storagestructuresinc.com
 - **Mako Steel**
 - Buster Owens, 407-492-4331
 - www.makosteel.com
 - **Trachte Building Systems**
 - Jamie Lindau, 608-837-7899
 - www.trachte.com
 - **Miller Buildings**
 - Louis Gilmore, 215-233-9300
 - www.millerbldgs.com

APPENDIX

WHAT IS SELF STORAGE?

So, just what is self-storage? Self-storage facilities provide places for individuals and businesses to temporarily store their items. From a self-storage owner's perspective, self-storage is a unique type of real estate investment. Self-storage serves as an excellent investment opportunity for both small and large investors and Self-storage companies provide private spaces which are assigned to the customers who lease them. The spaces are normally rented on a month-to-month basis. The rental spaces vary in sizes and shapes to meet a variety of customer size requirements. Spaces typically range from 25 square feet to 300 square feet with eight to ten-foot ceiling heights. The most common size is 10 feet wide by 10 feet deep which can normally hold the contents of most two-bedroom dwellings.

Today's self-storage facilities are designed to be convenient and accommodating to a wide variety of uses. Facilities are established near residential neighborhoods, light commercial or retail areas, and recreational areas. Items commonly placed in storage include household furniture and belongings, recreational items, tools and equipment, business records, and inventories. Some facilities offer environmentally controlled spaces to lessen adverse temperature and humidity effects on susceptible stored items. Some facilities may provide dock level loading areas and some will offer spaces that can accommodate recreational vehicles and pleasure boats.

The general wealth of today's society, joined with its mobility and desire to accumulate possessions, create a strong demand for self-storage. Persons relocating from one area to another often use self-storage while in transition. Realtors often suggest to home sellers that they use self-storage to clear clutter from their homes, thus making them show better. Home buyers often use self-storage while waiting for their new home purchases to close. In addition, people place a high sentimental value on their possessions and tend to hang onto items that they are unsure of whether to keep. Self-storage is a perfect place to safely store these items until they decide whether to keep them. Intentions to store items for only a short time are often extended because many procrastinate and, whereas the items stored may not be worth what has been spent to store them, they are usually worth more than next month's rent.

Today's businesses have many reasons to use self-storage. For example, a home-based business may use self-storage to house its materials or inventories. Handymen and landscapers often store their equipment and supplies. Large businesses use self-storage to store seasonal displays and inventories. Businesses and professionals are subject to greater record keeping requirements and find self-storage as an economical means for compliance. Economically, the rents may be much less than the cost of providing storage spaces at their business locations.

Self-storage companies provide additional levels of security beyond that established by the tenant's own lock. At a minimum, the facility perimeter is usually secured by a fence and gate. Access through the gate is limited to users of the facility by assigned security codes. Additionally, many facilities are designed to include surveillance systems, door alarms, motion sensors, and lighting to further supplement security.

On the other hand, the self-storage facility does not provide care, custody, or control over the stored contents. The storage space is leased "as is" and the tenant is responsible for properly placing items in the space and removing items from the space. The tenant secures the space with his or her own lock and solely controls access to the space. Nearly all storage companies have restrictions on what they will allow to be stored on their premises. These restrictions are to protect both the storage company and the items being stored.

Storage companies will vary in what they allow to be stored. They usually will not allow such items as hazardous or combustible materials, perishables such as food, plants, and live animals to be stored. Further, self-storage managers are usually told to advise their tenants that they should not store items of extraordinary value, such as antiques, furs, or coin collections in their storage spaces unless the facility specializes in storing such items.

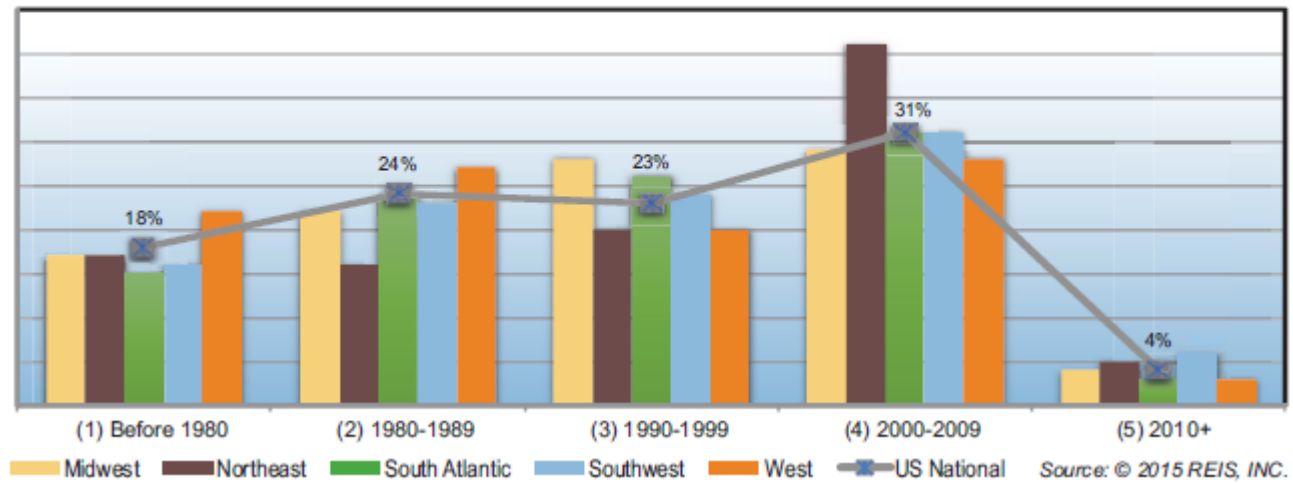
The industry remains highly fragmented. Owners with three or less facilities represent nearly ninety percent of the industry. The five largest operators make up the remaining 10% of the total industry.

Investors have turned to self-storage to meet an assortment of financial goals. These investors come from all income levels and with a variety of educational and professional backgrounds. Many have chosen to invest in self-storage because it requires only a relatively low initial investment, is not overly complex, and can quickly establish a valuable income producing asset. Others invest because they seek the stable, long-term generation of cash flows that are commonly achieved by self-storage investments.

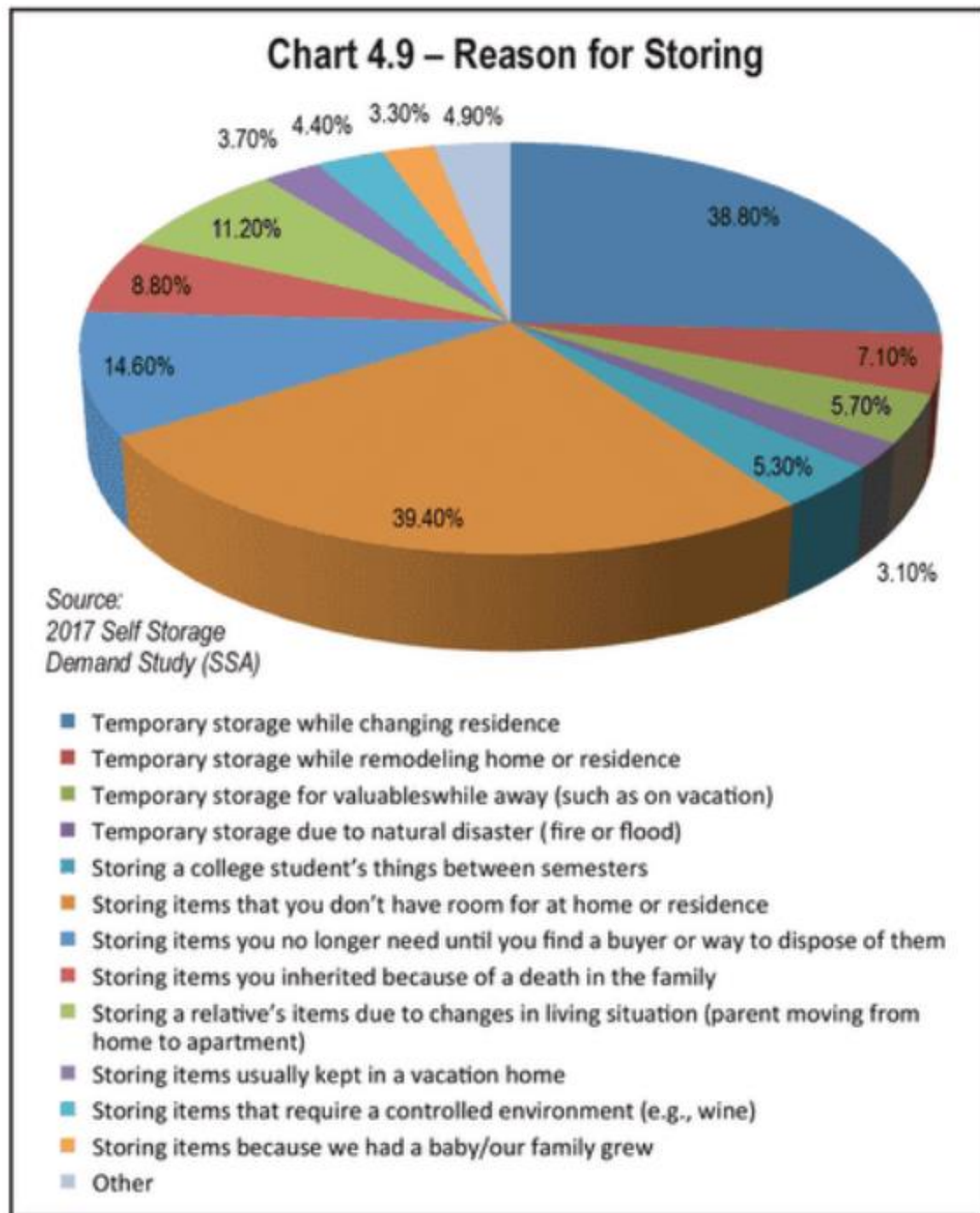
Because of a strong demand for self-storage, the rental income per square foot of self-storage spaces can often approach that of apartments, offices, and other forms of real estate. In addition, development costs of self-storage facilities are typically much less than those of other types of real estate. Furthermore, because the management of the self-storage facility is comparatively easy, the operating costs of self-storage facilities are typically much lower than those of other forms of real estate.

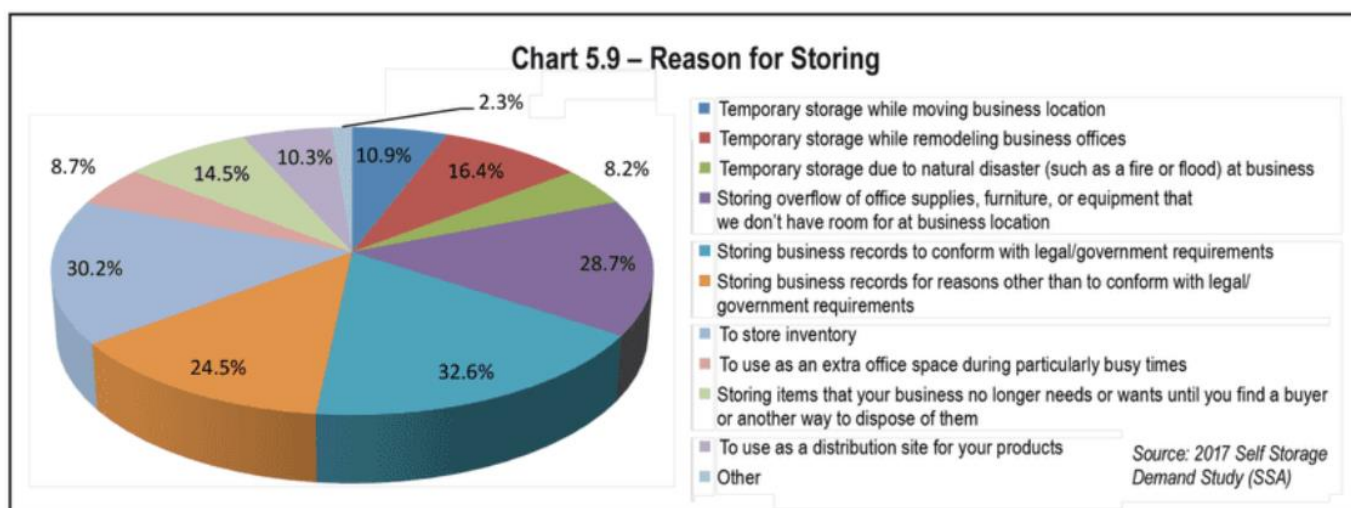
Well-located facilities that are professionally managed are in high demand by both the small and large operators in the industry. As a result, the market value of these facilities is currently at an all-time high. The prudent investor who develops such a facility will find many profitable options from which to choose.

Chart 1.1 – Percentage of Facilities by Facility Age



WHY PEOPLE STORE





It is important to understand what your customers are storing, why they are storing, and why they choose a specific

facility. It should be noted that 35 percent of storage customers are renting because they have excess belongings. The second most prevalent reason for storing (32 percent) is because the customer is moving. This category includes not only those who are storing their goods during the moving process but also those who store household items when staging a home for sale. Businesses account for 17 percent of storage customers, followed by 17 percent who are going through a life change such as marriage, divorce, or death of a family member.

Overall furniture and boxes account for 68 percent of the items stored in a unit. It is interesting to note that 10 percent of customers are using storage for RV parking. This also includes other types of vehicles and boats. This percentage can increase substantially in market areas with HOA restrictions that forbid the parking of cars, RVs, boats or trailers on the streets or in driveways. It is also higher in areas close to vacation destinations.

Location still tends to be the primary reason for choosing a facility. While 56 percent of the respondents indicated this was the primary reason for choosing a facility, it is highly significant that 27.4 percent chose a facility due the management or the features at the facility.

On the other end of the scale, less than 10 percent indicated that price and/or a special incentive motivated them to choose a specific facility. And while 1.27 percent indicated they made a choice based on some other reason, less than 1 percent chose a facility based on advertising.

SELF STORAGE ZONING

The process of securing the ability to develop self-storage, otherwise known as the entitlement process, varies tremendously depending on the county or city you are working with for approvals. Typically, the more urban the area, the more involved the entitlement process may be. In dense urban areas, or large cities, an attorney or entitlement “specialist” may be required to assist in the process, as there will be numerous departments and requirements to navigate through before approvals are granted. In more rural areas, there will typically be less government entities involved and the property owner may attain entitlements with the assistance of architectural and civil documents for submittal and presentation.

Once a site is selected, and before a great deal of resources is devoted to it, it is important to learn as much as possible about the zoning regulations for that specific area. If the selected site falls into a zoning category where self-storage is permitted, a facility that complies with all the applicable building regulations can be constructed.

Begin your research by visiting the city or county’s planning department that has jurisdiction over the site. Ask to speak with one of the planners. If a planner is available, often, they will make time available to spend a few minutes with you. Be prepared to ask the following questions:

- What municipality has zoning authority over the site?
- What departments have authority over zoning?
- What is the proper zoning for self-storage?
- If a zoning change or variance is needed what is the process?

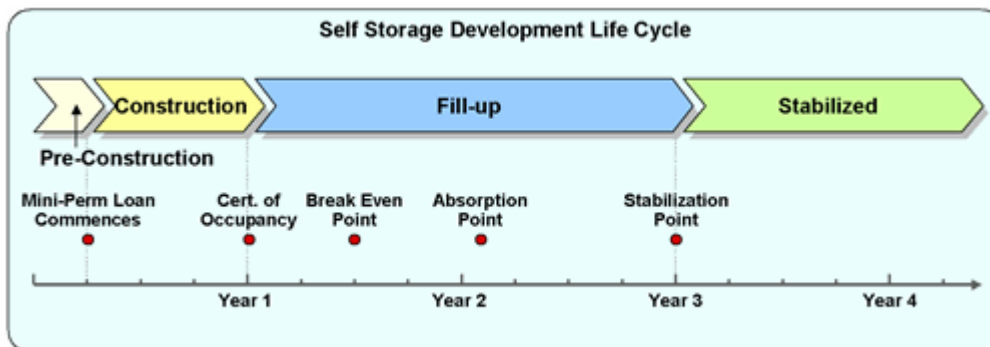
After the correct zoning is known, you will need to understand the requirements that will affect the layout and design of the facility. This information will be very useful when drawing up your preliminary site plan.

- What are the required building setbacks?
- What is the maximum building coverage ratio?
- What are the parking requirements?
- Is green space required?
- Are there any requirements for driveways such as widths or the material used?
- Are there any construction restrictions that dictate the appearance of the property?

This initial meeting should provide you with an understanding of the likelihood of being able to develop a self-storage facility on the site.

SELF STORAGE DEVELOPMENT LIFE CYCLE

You find it, you build it, and you lease it up. That pretty much sums up the self-storage development lifecycle. But in more detail, what events can a self-storage investor expect to occur when venturing into developing and owning a self-storage? The diagram below illustrates the various stages that occur and the milestones that are achieved along the way.



As you may have noticed, the development life cycle can be broken down into four stages: Pre-Construction, Construction, Lease-up, and Stabilized.

PRE-CONSTRUCTION

The first stage represents the Pre-Construction period. The length of time associated with this phase depends upon the sophistication or complexity of the project. Less sophisticated projects require just a few months of pre-construction activities whereas more complex projects can take more than a year.

This period typically commences when you begin taking significant steps toward developing your facility. You have completed your initial evaluation and have chosen your site. You know that the seller of the land will accept your offer. At this point, preliminary due diligence is reviewed and further expanded upon. Market area analysis and feasibility is revisited and confirmed. It is common for the investor to utilize the services of an independent consultant to establish an unprejudiced opinion of the investment. Any additional investors or lenders may require this independent opinion to effectively lower their perceived risk. A rock-solid independent opinion often leads to the most favorable financing terms.

Development cost estimates are replaced by actual bids during the pre-construction period. It is important to establish a bidding process to obtain quotes for any services or materials required to complete the facility's construction. The process should involve an organized approach at requesting, collecting, and reviewing proposals.

The services of a professional engineer and architect may be necessary to finalize the design of the facility and obtain the municipality's approval for construction. The site will need to be surveyed and the soils tested. Soil tests are needed for construction specifications and environmental site assessments that are commonly required. Environmental assessments reveal if any incidences such as chemical spills, hazardous waste, PCB's, abandoned industrial operations, or underground storage tanks exist. The existence of such can impact the liability of a buyer, seller, or lending institution.

The documents and activities associated with a land purchase often involve the assistance of a qualified attorney. Efforts are taken to obtain the approval for any necessary financing. Upon closing, the land's new owner is responsible for the property taxes imposed upon the site.

The pre-construction period is generally viewed as completed when financing is secured, the land is owned, and the building permits are issued.

CONSTRUCTION

The Construction period is set in motion once the necessary building permits are in hand. The sophistication of the project, weather, and coordination of the construction efforts will impact the amount of time that this stage requires. Some construction projects may be completed in just a few months while others can take more than a year.

Site preparation such as grade work or any necessary demolition begins. Often the construction manager coordinates the establishment of all drive area pavement and floor slabs to be installed before the delivery of any of the building components. This greatly improves the cleanliness of the facility upon construction completion. The buildings are built, security features are installed, signage and landscaping are established, and the office and apartment are completed.

In conjunction with the construction activities, the operations management typically initiates its preopening actions. This includes the selection and establishment of office furniture, equipment, management software, leasing agreements, merchandise fixtures and inventory, and office supplies. On-site management is hired and trained. Any necessary operating permits and licenses are applied for.

Yellow pages or other advertising is coordinated. The annual publishing deadlines for phone book advertising may require that a facility be listed well before it opens. "Coming Soon" signage on the construction site is often installed with a phone number where persons can call to obtain leasing information. Support for these telephone inquiries is put in place to establish a pre-leasing program for the site. "Now Renting" signage and Grand Opening activities are coordinated.

Final construction inspections are completed and a certificate of occupancy is issued. This signifies the completion of the construction stage and the commencement of the lease-up stage.

LEASE-UP

The lease-up stage for a self-storage facility begins with the first rental and concludes upon the achievement of a stabilized level of occupancy and income. The lease-up stage for the average self-storage facility will vary in length. Most owners would enjoy seeing the facility lease up in less than a year. Most plan for a two to three-year period. Location, competitiveness, and management are three major factors that influence the lease-up rate.

Operating expenses are usually slightly lower during the initial stages of lease-up. Fixed expenses such as property taxes and insurance will be constant regardless of occupancy. Other expenses such as payroll, utilities, management fees, and repairs can be slightly lower when the property is less occupied. These, however, are typically offset by higher than normal marketing and advertising expenditures incurred to boost lease-up.

As the facility leases up, income generated from the operations increases and achieves a level matching that of the operational expense level. At this point, the facility is recognized as achieving its break-even level. This is followed by the absorption point, which occurs when the income from a facility covers the operating expenses plus any financing costs. The income generated from the property is, at a minimum, able to pay for its own existence.

Income generated after the absorption point represents cash flowing from the investment and in to the pocket of the investor. This cash flow amount generally grows to a point where the occupancy and subsequent income becomes stable. That point in time, referred to as the stabilization point, signifies the completion of the lease-up stage and the commencement of the stabilized level of performance stage.

STABILIZED

A stabilized level of operating performance represents the final stage of the life cycle. At this point, some investors replace their initial financing with permanent, long-term financing. The reason for this is because lenders will value the facility based upon it being an income producing investment rather than a physical asset which often results in more favorable loan terms and thus cash flows. Many developers find that an opportunity exists to obtain a loan amount that is greater than the amount necessary to pay off the original loan. This financing allows the developer to recover their initial investment and may prompt the investor to expand their investment portfolio with another self-storage development project.

It is common to see further improvement in income derived from periodic rental rate increases. This is normally somewhat offset by higher maintenance costs for an aging facility or from the effect of inflation on operating costs.

PRE-OPENING TIME LINE

8 WEEKS OUT:

- Run ad for manager
- Develop a logo
- Develop an operational and marketing budget
- Set up 'Grand Opening' message on voice mail
- Set up 'Coming Soon' sign on property
- If appropriate set up Yellow Page Ad
- Engage with web design company

7 WEEKS OUT:

- 1ST manager interviews

6 WEEKS OUT:

- 2nd manager interviews
- Order management software
- Order gate control software
- Apply for property insurance
- Join state self-storage association
- Join local Chamber of Commerce

5 WEEKS OUT:

- Layout unit numbers
- Set up bank account
- Order checks
- Set up credit card processing

4 WEEKS OUT:

- Purchase computer, printer
- Purchase DVR and monitor
- Start manager
- Train manager
- Run ad for assistant manager and/or maintenance person
- Order forms and other printing
- Order signage and banners
- Set up truck rental
- Order unit number for doors
- Schedule phone and internet service
- Establish email address

3 WEEKS OUT:

- Program computer and set up inventory
- Interview assistant manager
- Order tenant insurance point of sale materials
- Sales tax registration
- Install phone lines
- Order employee shirts
- Set up marketing brochures
- Set up self-storage aggregators (if applicable)

TWO WEEKS OUT:

- Hire and train assistant manager
- Purchase office and maintenance supplies
- Purchase golf cart
- Number the storage units
- Make sales calls to apartments, movers, real estate agents, etc.

ONE WEEK OUT:

- Sales calls to area businesses
- Clean and set up office
- Secure occupational license
- Set up water and power deposits
- Secure Certificate of Occupancy

WHY INVEST IN SELF STORAGE?

Relative high rents: The average monthly rental rate per square foot for self-storage falls somewhere close to \$0.70. This equates to \$8.40 per foot per year. We are talking about garages with concrete floors, metal walls, and roll-up doors. Some facilities may require fire sprinkler systems and additional security features such as electronic access gates and surveillance systems. However, that is essentially the extent of improvement that supports these rents.

Predictable expenses: Monthly operating expenses are quite stable and predictable. Expenses are somewhat lower during the initial lease-up stage. Upon stabilization, expenses level out and are generally subject to economic inflation, which can easily be offset by regular increases to the overall rental rate structure. Periodic, major repairs are typically paid for from maintenance reserves that are put in to place.

Self-storage is recession resilient: People and businesses demand self-storage when they are in transition. Whether they are upsizing, which is often found in economic upturns or downsizing during economic downturns, they find themselves needing storage. This creates continuous demand. The economy's impact on the self-storage business has more to do with influencing finance rates and the overall acquisitions climate.

Ease to operate: The level of staffing required to accomplish the day-to-day operations of even the largest facilities is quite low. One or two people can effectively lease most facilities except for the peak inquiry and leasing periods which commonly occur in the spring. Only a minor amount of additional manpower is necessary to accomplish the remaining day-to-day duties.

Collecting rents is generally easy because use occurs at the facility. Although some customers should be reminded by phone or mail, controlling access to the space provides much of the necessary leverage to collect the rent.

Limited turnover exposure: Self-storage facilities rarely have a tenant that occupies more than a percent or two of the overall occupancy. No single tenant who chooses to vacate causes a significant drop in occupancy. This cannot be said for commercial real estate that may be supported by a significantly sized anchor tenant. A vacated self-storage space is rarely in need of anything beyond a new light bulb and a quick sweeping.

STORAGE TYPES

There are a variety of storage types that are available for customers needing storage. The perceived needs of the customer typically dictate the type of storage that they choose. It is common to see properties offering a combination of the following storage types:

SINGLE OR GROUND LEVEL STORAGE



Single-story, ground level access buildings create the most convenient type of storage space for customers. This type of building offers drive-up and interior accessed storage spaces. The buildings are built upon slabs and generally do not require complicated foundations. The nature of the building design prevents the need for any heavy structural members. Demand for this type of space is generally

greater thus creating the opportunity to charge higher prices. Typically, the cost to construct such buildings is relatively inexpensive.

MULTI-STORY STORAGE

Multi-story facilities are advantageous for sites on expensive land or that are limited in size. However, the savings in land cost is somewhat offset by higher construction costs. Multi-story buildings may make the facility more visible if the building rises above other buildings in the area.



Multiple story buildings typically require the establishment of a passenger/freight elevator to provide access to the upper level spaces. Some make use of a less expensive lift to transport items to upper floors. In this case, customers load their items onto the lift and send it unmanned to the desired floor. The customer then uses a stairwell to meet and retrieve their items. In some cases, customers are required to

simply carry their items on a stairwell to load or unload their space. Most modern, multi-story storage facilities utilize a passenger/freight elevator based on it being the easiest for the customers.

EXTERIOR DRIVE-UP STORAGE



Exterior access spaces are by far the most convenient type of space access. Customers simply drive up to the space and then load or unload. The space layout is typically established where units are back-to-back, thus creating somewhat narrow buildings that can be of any length. It is also common to see buildings containing a single row of exterior access space forming a perimeter around the property. These buildings create a fortress type of perimeter that lends to higher

security. Exterior access spaces are rarely temperature controlled due to the inability to effectively insulate the exterior door and wall.

INTERIOR ACCESSED STORAGE

Interior accessed spaces are those that require a customer to enter the building through a common access point and navigate down hallway corridors to arrive at his or her space.



Generally, interior accessed spaces are less accessible than exterior spaces. Therefore, the rates that are commanded are usually less. To make these spaces more attractive, modern facilities use hallway systems that create comfortable, well-lit corridors. Motion sensors control the lighting and some hallways have an intercom system for customers to use to communicate with

office personnel. Some facilities pipe music into the hallway areas to create an appealing atmosphere. Oftentimes handcarts are made available to assist customers with the moving of their items down the hallways. The inclusion of hallways reduces the leasable area of the overall building. Buildings containing interior access spaces typically have exterior accessed spaces around the perimeter. These buildings can generally be wider and can also be of any length.

NON-TEMPERATURE CONTROLLED STORAGE



Non-Temperature Controlled Storage is simply enclosed storage space that is like a typical residential garage. These spaces are ideal in moderate temperature climates or for use by customers who are unconcerned about the temperature of their stored items. Most facilities offer some, if not all, non-temperature controlled storage space.

TEMPERATURE CONTROLLED STORAGE



Temperature Controlled Storage utilizes HVAC (heating, ventilation, and air conditioners) to control the temperature of the storage space. In most cases, thermostats are utilized to prevent temperatures within the building from temperature extremes that can be harmful for some stored items. Temperature settings normally cool the building to 75 degrees in the summer and heat to 60 degrees during winter.

Controlling the temperature also makes customer visits to their storage spaces more enjoyable on particularly hot or cold days. Although there are additional costs for establishing and maintaining HVAC systems, most storage operators find that they can price temperature-controlled spaces anywhere from 30% to 100% higher than non-temperature controlled spaces.



A bi-level building design allows buildings to be constructed upon land that has significant changes in elevation. Two story buildings are constructed so that the upper level is accessed at street level on one side of the building and access to the lower level is accessed at street level on the other. This translates to more drive-up storage units which are often in greater demand and maximizes the

net rentable area for the building.

OFFICE-WAREHOUSE STORAGE

Office-warehouse space typically offers customers a small (usually 150 square feet), tiled or carpeted office with electricity and a phone line that is attached to a medium to larger storage space (150 – 300 square feet). This type of space is ideal for a small business, sales representative, or local delivery service business.

LOCKER STORAGE / WINE STORAGE



Locker Storage typically represents small storage spaces (4H X 4W X 4D) that are stacked one on top of the other. Customers with small quantities of items needed to store prefer these small spaces that prevent them from having to pay for a space that is too large.



Climate controlled Wine Storage is becoming increasingly popular. Like Locker Storage, facilities offer smaller storage spaces sizes, but with Wine Storage, temperature and humidity are kept in ideal ranges for storing wines. Facilities typically offer varying sizes to accommodate big collectors and wine enthusiasts of all sizes, as well as wine merchants and restaurants.

FULLY ENCLOSED STORAGE



Fully Enclosed boat and RV storage is like traditional storage, the exception being the eave height and door size requirement. Larger RVs require a minimum 14-foot eave and door height clearance and a 10-foot door width. Although most enclosed spaces have concrete or asphalt floors, some customers do not mind parking in an enclosed space with a gravel floor. Most customers prefer some type of electricity service in their space to assist them with keeping batteries charged while their RV or boat is in storage. Facilities often charge an extra fee to customers who use electricity.

COVERED STORAGE



Boat and RV owners commonly demand Covered Storage. Where this is not as secure or private as enclosed storage, it does provide the stored contents protection from the sun and precipitation. Although most covered spaces have concrete or asphalt floors, some customers do not mind parking in a covered space with a gravel floor. Most customers prefer some type of electricity service in their space to assist them with keeping batteries charged while their vehicle or boat is in storage. Facilities often charge an extra fee to customers who use electricity.

OPEN STORAGE

Open Storage is like an uncovered parking lot and is typically used by customers needing storage for boats, RVs, trailers, campers, etc. These customers either utilize their own covers or are not concerned with the elements and are typically seeking a low-cost solution to their storage needs.



DEVELOPER ACTIVITIES

Whether you plan to do it yourself or involve the service of an experienced builder, it ultimately is the responsibility of the owner to make certain that an effective plan is created and that the facility is constructed per that plan. To determine your level of involvement you should consider the complexity of the project, your abilities, your available time, and the required activities.

The development of a self-storage facility requires careful planning and execution to complete the process in an organized and timely fashion. The goal should be to ensure the proper construction of the facility, within a budget, and with the least amount of problems.

Whether you plan to build the facility yourself or involve the services of an experienced builder, it ultimately is the responsibility of the owner to make certain that an effective plan is created and that the facility is constructed per that plan. You should consider the complexity of the project, your abilities, your available time, and the required activities to determine your level of involvement. The following is a list of activities which are generally required when developing a self-storage facility.

Establishing Legal Counsel. The complexity of the project and the developer's previous experience will dictate the level of legal counsel and support that is needed. This support should be from someone experienced in real estate law to assist with purchasing the property (contract preparation) and with managing the loan and construction documents. Even the most experienced developers utilize legal support to protect their interests.

Interacting with Building and Zoning Departments. These activities will make known the specific requirements for developing the site and submitting building plans. It may be advisable to employ experienced support if the project requires significant variances to existing regulations.

Working with Design Professionals. This includes the selection and utilization of an architect and engineer to prepare specific working drawings. Consider selecting those professionals who are experienced with self-storage. These drawings will be used for submittal to local building officials and to contractors for pricing.

Working with Other Third Parties. This involves the selection and utilization of professionals to complete required surveys, environmental evaluations, title report, subsurface analysis, and appraisals.

Developing Cost Estimates. This includes the production of detailed cost estimates of the entire development project based upon the actual building plans.

Negotiating Contracts. This consists of the necessary actions to ensure that qualified contractors and service professionals are employed at favorable terms.

Submitting Plans. This includes the submittal of plans to the local building officials to obtain all building permits required to construct the facility.

Supervising Construction. This includes the day-to-day supervision of the contractors hired to complete the construction.

Preparing Lender Payment Requests. This involves the preparation and approval of payment requests to the lender as work is completed and approved.

Completing Final Inspections. This is the process of ensuring that contractors complete all the work as required and that all final inspections are completed so that a final Completion Certificate can be issued.

The prudent investor needs to thoroughly understand these requirements and will make a realistic assessment to determine their intensity of involvement. The effective execution of these activities will lead to making certain that a successful self-storage development is established.

DEVELOPMENT TIMEFRAME

The pre-construction period is the time after the closing on the land purchase and up to the point in time that actual construction begins. Pre-construction activities such as interacting with building and zoning departments, working with design professionals, etc. are completed during this period. The pre-construction period will vary according to the amount of time the developer devotes to those activities and to the complexity of the development. Aggressive efforts usually result in pre-construction periods being as little as three months for a relatively uncomplicated project to more than nine months for the more complex.

One central consideration is that once the land is purchased, property taxes begin accruing. Additionally, any costs associated with financing also begin to accumulate. These preconstruction months create such carrying costs that can normally be worked into the development financing.

The construction period begins when actual construction commences and ends when the certificate of occupancy is issued. Many factors can influence the construction period to include development complexity, weather, the amount of focus, etc. Generally, construction periods range from as little as six months to more than 12 months.

DEVELOPMENT COSTS

Hard Costs

Also known as the “brick and mortar” costs, hard costs consist of those expenses to physically improve the site including excavation, buildings, paving, landscaping, and security.

Physical Improvements

Physical Improvements consist of all direct costs associated with the building of your storage facility. They include all concrete slab work, building material and labor costs, hallway systems, overhead doors, electrical, plumbing, and heating ventilation and air conditioning systems. Additionally, physical improvements include the office and apartment construction costs. In general, once cost per square foot estimates are developed to meet a specific type of physical improvement, that amount can be held constant for the region. Variations may occur as labor and material costs sometimes fluctuate from one region to another.

Demolition

Demolition costs are specific to the site you choose. Your site may be currently undeveloped or vacant and therefore not require any demolition costs. There are many opportunities to take a previously developed site and raze the existing structures to create a self-storage property. Demolition costs should include costs to raze the building, removal of the debris from the site and the filling of any holes or depressions left from the previous structures. There are specific contractors who specialize in this type of work. Demolition estimates should also include the fees to disconnect all existing utilities, the remediation of any hazardous or environmentally sensitive materials from the structures before demolishing, and any special permits required for demolition purposes.

Site Work

Site work relates to the improvements needed to make a specific parcel capable of working as a self-storage site. These costs could include the remediation of wetlands, the treatment of specific soil types to stabilize the structural capacity of the soils, the balancing of different grades across the site, etc. Site work is usually projected as a separate cost from the physical improvements cost. This is because you can establish a physical improvement estimate that can be applicable to multiple sites if the type of facility will be the same. Conversely, site work costs will vary dependent upon the unique characteristics of each site.

Security

The costs associated with establishing a security system for the self-storage facility will vary depending on the comprehensiveness of security features incorporated into the facility. The owner/operator may choose to put alarms on every unit or may feel that extra cameras would bring the customer more comfort. There are numerous security system providers in the self-storage industry which can provide a specific system that incorporates minimum requirements or all the “bells and whistles” available.

Other

This category can include costs you anticipate but do not believe should be included in the above groups. As an example, you may want to track “offsite” costs such as extending curbs and sidewalks that the local government required to approve your project.

Contingency

This is a very important consideration when estimating costs. There will be cost adjustments during the development of your property, as unforeseen conditions do arise whether caused by a change in material costs or simply by weather conditions. You would want to consider a higher contingency if you are converting an old building into self-storage, as an example, as the unforeseen conditions have more risk associated with them. Sites requiring large amounts of Site Work may need a higher contingency as well.

Soft Costs

Soft costs are distinguished from the hard costs and consist of legal, financing, architectural and other fees required for construction. They also include startup costs such as office setup, facility signage, and pre-opening marketing activities.

Soft costs are distinguished from the hard costs and consist of legal, financing, architectural and other fees required for the project. They also include start-up costs such as office set-up, facility signage, and pre-opening marketing activities. Soft costs are usually those costs not included in a contract with a general contractor. Soft costs are often underestimated by the inexperienced developer and require careful consideration.

Architectural and Engineering

Architectural and Engineering should include the cost associated with the development of all construction drawings and specifications required for a project. Typically, the architect will establish the sub-contracting of the HVAC, plumbing, electrical, and structural engineering and landscaping drawings within the architect's proposal. The contract for civil engineering can be included within the architect's contract, but is often retained by the developer separately from the architect. Usually, "shop drawings" or the engineered drawings for fire protection, security systems, and storage partitions and doors are included in the general contractor's bid and would not be included under this category.

Legal Fees

This category should reflect the expected legal fees associated with negotiating and closing on the property. Obviously, there exists a broad range of hourly fees charged by various legal experts.

Entitlements

The category for Entitlements should include the expected costs associated with securing governmental approval to build self-storage on the proposed parcel of real estate. The process of securing entitlements varies tremendously depending on the county or city you are working with for approvals. Typically, the more urban the area, the more involved the entitlement process may be. In dense urban areas, or large cities, an attorney or entitlement “specialist” may be required to assist in the process, as there will be numerous departments and requirements to navigate through before approvals are granted. In more rural areas, there will typically be less government entities involved and the property owner may attain entitlements with the assistance of architectural and civil documents for submittal and presentation.

Environmental Testing

In most cases, if you are using a lending institution to finance your project, you will need to provide an environmental study showing the condition of the property from an environmental standpoint. Environmental Studies are typically split into two phases. A “Phase I” study will determine the historic uses of the site through simple research and will determine if a “Phase II” study is required. If a Phase I determines that the property, as an example, has always been a ranch, there probably is no need to conduct a Phase II study. As a further example, if the property was used for a short period of time as a gas station, regardless of the land’s current use, your lender would most likely require a Phase II Environmental Study to be conducted. Phase II studies include the sampling and testing of the soils and ground water at the site.

Testing and Survey

Before closing on a property, or building on one already owned, there are some basic tests and verifications recommended. The prudent developer will have a Structural Soils Test completed to help the architect and structural engineer design a foundation, slab, and structural system best suited for the soil type and ground water conditions specific to your site. An ALTA survey will be required to verify proper title for the property and identify any existing easements or encumbrances associated with the property.

Construction Inspection

Your construction loan lender will most likely require certain tests during the construction process. Typical tests include compaction testing of newly placed soils, slump tests on the concrete mix and/or masonry mortar, pressure test on new water pipes, etc. The lender may discourage the use of the general contractor for the responsibility of testing and may require the owner to sign an independent

testing firm. The lender may also require an additional “as is” survey of the completed project before releasing the final draw on the construction loan.

Closing Costs

If a title company or escrow agent is used to assist with the closing on the property, the fees associated with their work are typically split between seller and buyer. There may also be transfer taxes or other governmental fees associated with the transfer of property. The party responsible for paying these fees is determined by the traditions in a specific market. Your title or escrow agent can assist in determining the party traditionally responsible for the payment of these fees in your specific market. Responsibility of transfer fees can also be negotiated in the Purchase and Sale Agreement between Seller and Buyer.

Appraisals

Your lending institution will require an appraisal of the property based on either comparable land sales or the potential income production of your parcel before approving the lending of funds on the project.

Property Tax

This category is in addition to the inclusion of property taxes under the section of estimating Operating Expenses. As you may not open your new facility for several months after purchasing the property, there will be a tax cycle that will need to be accounted for during construction. The Property Tax number in this section will most likely be considerably less than the projected future property taxes. The property tax from the previous calendar year would be a good indication of property tax due for a year of construction.

Fee and Permits

You can get an estimate of all approval and permitting fees from the local government entity overseeing your project. Outside of typical permitting fees, you need to establish if there are any unique fees associated with your parcel, district, or use type. As an example, if a use is determined by a city to generate higher than usual traffic patterns, that city may impose a Traffic Impact Fee. Sometimes a specific border is established around an area and there may be a one-time TIF charged to a parcel in that area. Your local government can provide an estimate of all fees and permits.

Fixtures, Furniture, & Equipment

Some of these costs may be included in the contract with the general contractor, but are typically items provided directly by the owner. This would include all appliances if an apartment is provided and all office furniture and equipment required outside of the security system.

Signage

Signage may be included in the general contractor's scope of work, but many owners prefer to work directly with a sign company. Consider having the assistance of the sign contractor during the entitlements process to assure approval by the city of all proposed signage.

Marketing

As with property taxes, you should include a marketing number under soft costs in addition to the estimate in the Operational Expenses section. As a development soft cost, the Marketing estimate is the dollars projected to be spent on marketing during the construction period. A typical marketing expense during construction would be yellow page ads, which typically run in an annual cycle and may need to be started early if your project is projected to open within that cycle. You may also want to erect an "Opening Soon" sign on the property during construction.

Other

This category can include costs you anticipate but do not believe should be included in the above groups. As an example, there may have been a contingency associated with the city approvals that requested that the owner provides a service or donation that would not be categorized in the above sections.

Contingency

As with Hard Cost, it is prudent to figure in a contingency estimate for soft cost overruns. Most estimates start with a 4% contingency. However, as an example, if it is believed that the entitlement process will be difficult, a higher percentage should be allocated under the Contingency category.

DEVELOPING A SITE PLAN

A site plan is a bird's-eye drawing, prepared to scale, showing the property boundaries. Included are the dimensions and location of all buildings proposed on the parcel of land. Features of a site plan generally show the building setback, driveway network, parking spaces, and property access points. More detailed plans will show utility networks and account for local zoning and jurisdictional regulations.

Developing a detailed and accurate site plan takes time and money. It involves hiring a building designer or civil engineering that assists you in the process. A detailed site plan considers multiple items, including:

- Zoning requirements on building setbacks and landscape buffers
- Utilities servicing the property and where those utilities terminate
- Land features such as a steep grade or poor drainage that might increase development costs

Developing a *preliminary* site plan is a good first step in evaluating a parcel of land for a potential self-storage investment. This preliminary plan allows for an initial estimate of gross building area and subsequently the rentable area. A preliminary site plan typically includes the building layout with consideration given to the building setbacks, driveway network, parking spaces, and property access points.

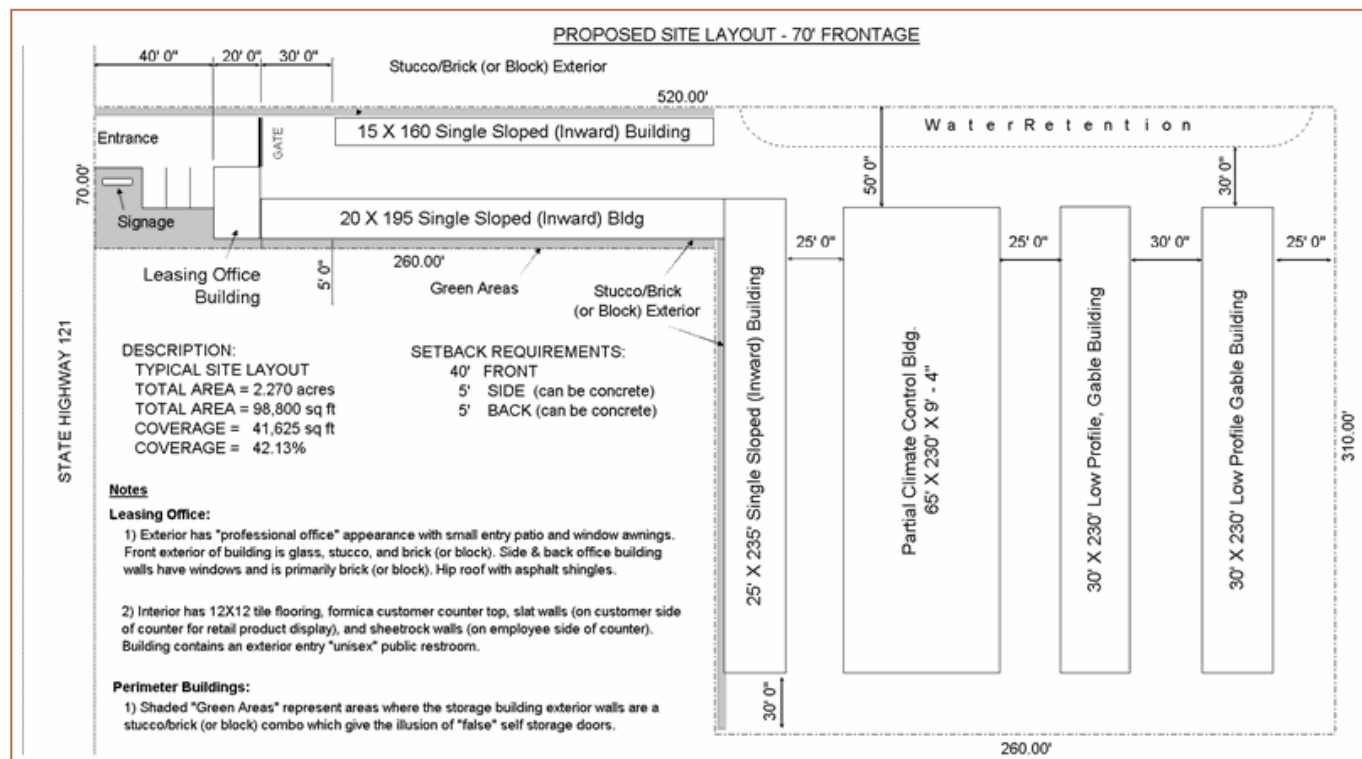
Determine the required building setbacks and layout of the desired buildings. Keep a close eye on drive isle widths. Drive isle widths should rarely be less than 20 feet and are more commonly 30 feet. 30-foot widths allow customers to park in front of their spaces while loading and loading, leaving room for other site traffic to pass by. Some municipalities require fire lanes to be established that will influence the width of drive isles.

Next, identify the desired property access point. Identify the gate's location if you are planning to utilize an access gate. Consider how vehicles and trucks will stage as they pull up to the gate. Most municipalities will require a gate location that does not allow vehicles to stack up into the street. They will also want to see that vehicles can turn around on the property if access through the gate is denied.

Last, establish the parking spaces that will be utilized by employees and customers upon visiting the site. Again, most municipalities will have parking space requirements that are often based upon the overall building area of the facility.

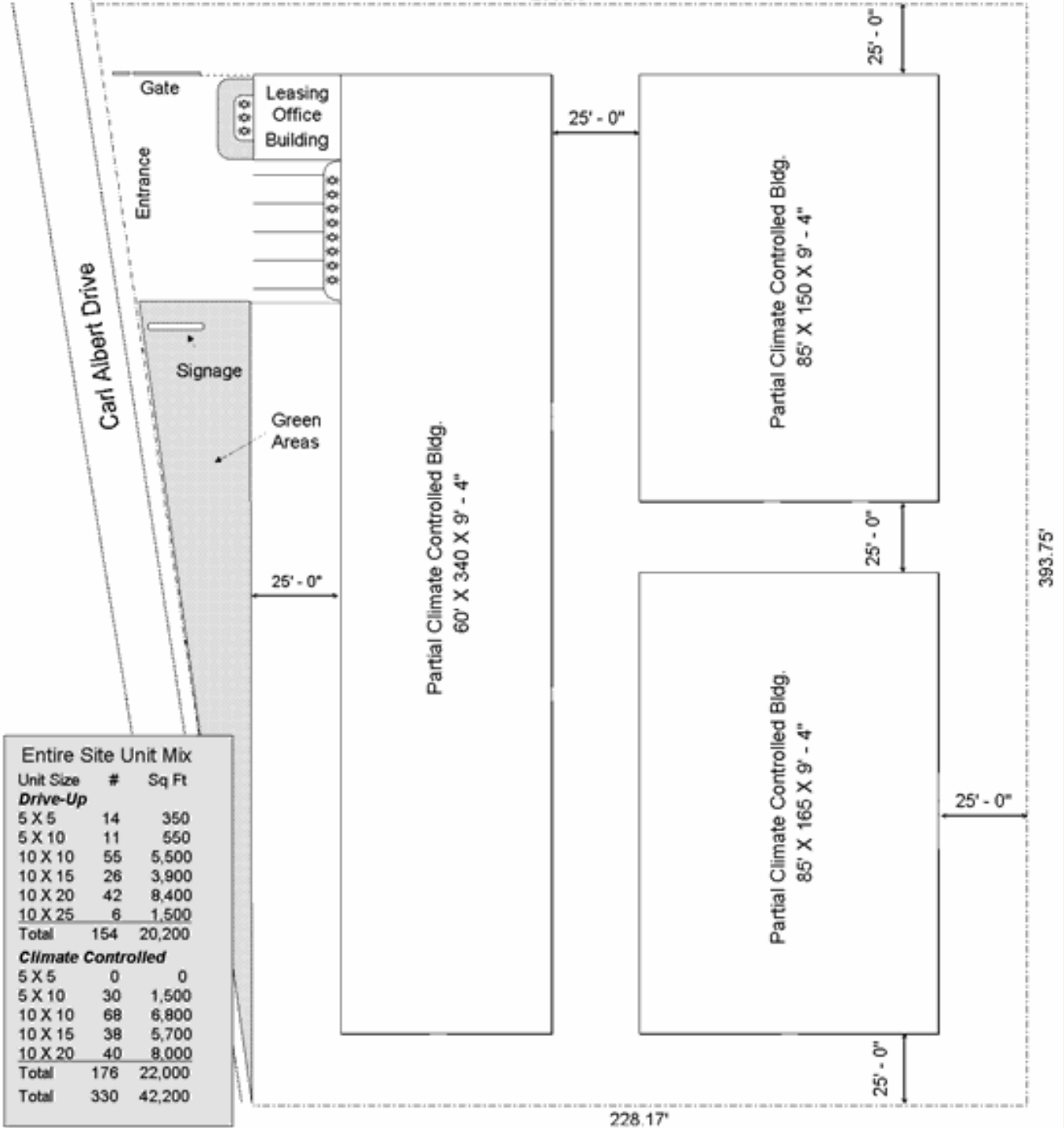
Total the square footage of each planned building to determine the gross building area of the facility.

SAMPLE SITE PLANS



Proposed Site Layout - Carl Albert Drive - Durant, OK

266.00'



Entire Site Unit Mix

Unit Size	#	Sq Ft
Drive-Up		
5 X 5	14	350
5 X 10	11	550
10 X 10	55	5,500
10 X 15	26	3,900
10 X 20	42	8,400
10 X 25	6	1,500
Total	154	20,200
Climate Controlled		
5 X 5	0	0
5 X 10	30	1,500
10 X 10	68	6,800
10 X 15	38	5,700
10 X 20	40	8,000
Total	176	22,000
Total	330	42,200

228.17'

DESCRIPTION:

PARIS/LAMAR LAYOUT
 TOTAL AREA = 2.37 acres
 TOTAL AREA = 103,323 sq ft
 COVERAGE = 49,150 sq ft
 COVERAGE = 48%

SETBACK REQUIREMENTS:

50' FRONT
 5' SIDE (can be concrete)
 20' BACK (can be concrete)

Area of parcel not being utilized:

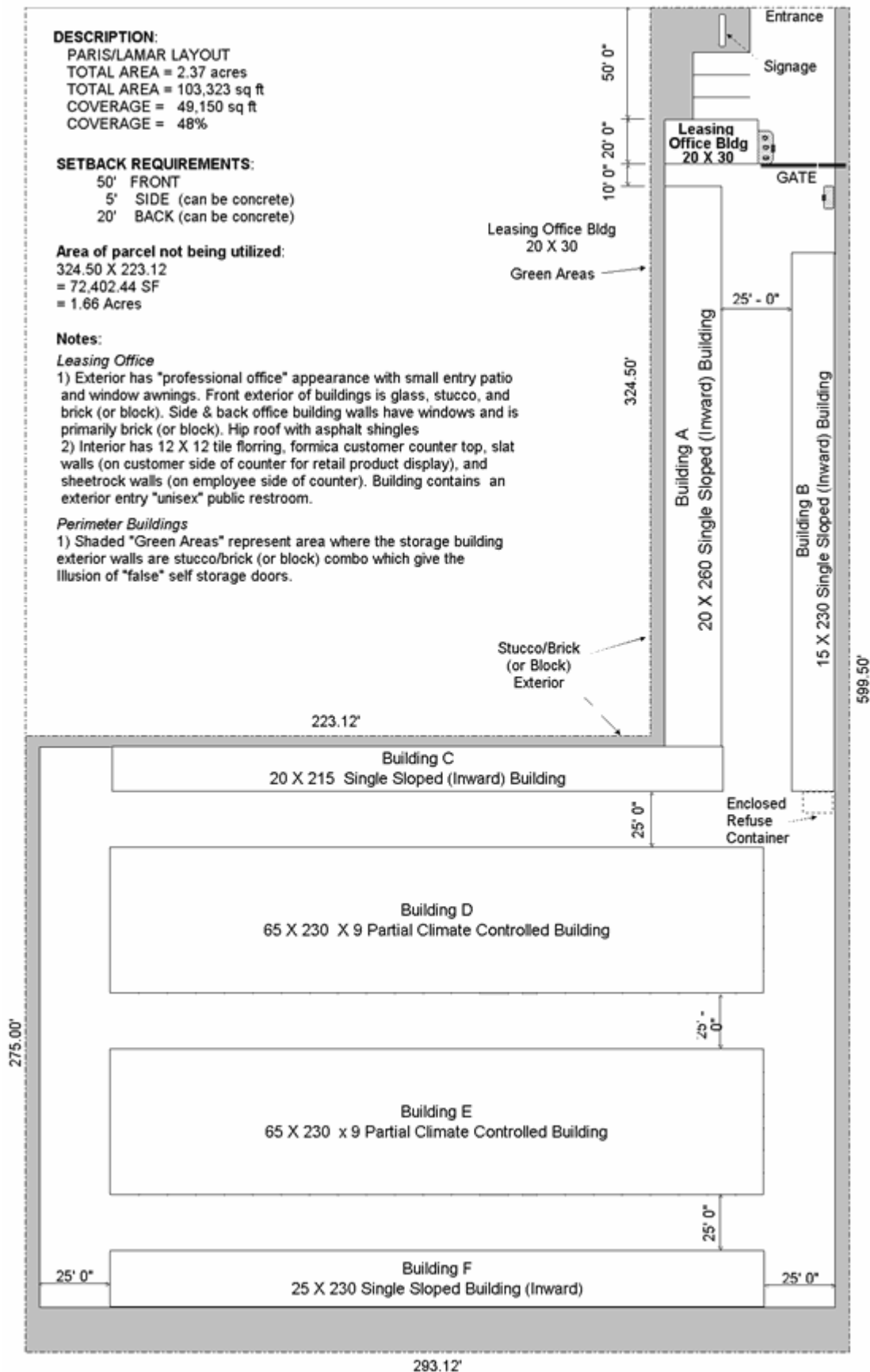
324.50 X 223.12
 = 72,402.44 SF
 = 1.66 Acres

Notes:**Leasing Office**

1) Exterior has "professional office" appearance with small entry patio and window awnings. Front exterior of buildings is glass, stucco, and brick (or block). Side & back office building walls have windows and is primarily brick (or block). Hip roof with asphalt shingles
 2) Interior has 12 X 12 tile flooring, formica customer counter top, slat walls (on customer side of counter for retail product display), and sheetrock walls (on employee side of counter). Building contains an exterior entry "unisex" public restroom.

Perimeter Buildings

1) Shaded "Green Areas" represent area where the storage building exterior walls are stucco/brick (or block) combo which give the illusion of "false" self storage doors.



SELF STORAGE FINANCING

Self-storage's status in the financing community has never been healthier. As a result, there are many sources of financing offering a variety of loan types. The cost of such financing varies depending upon the borrower's strength and the strength of the development site.

There are numerous ways to finance a self-storage investment. The basic practice is to put short-term financing in place to acquire the land, pay for construction, and lease-up of the facility. Long term financing then replaces the short-term financing.

Short Term Financing

A typical real estate development makes use of two short term loans: a construction loan and a bridge loan that is in place during lease-up. The trend in the self-storage industry is to utilize a mini-permanent loan. Also known as a mini-perm, this loan combines the construction loan and bridge loan into one. Short term financing is usually in place from the time the land is purchased to the time that the facility produces a stabilized level of occupancy and income. Although there are a variety of terms that can be negotiated, one popular structure involves establishing short term financing that requires interest only payments to be made on the note.

Interest rates on short term loans are generally higher than more secure, long term financing. Short term loans often incorporate an adjustable or floating interest rate that uses either the current Prime rate or LIBOR (London Inter Bank Offer Rate) as indices for determining the interest rate on the loan. The term of the financing will vary dependent upon the type of short term financing that is utilized.

When developing investment real estate there are two common short term loan types that are used. The Construction Loan and the Bridge Loan. Self-storage developers are discovering a third type of short term loan, called a mini-permanent loan, which has some very beneficial and unique characteristics.

Construction Loan

The Construction Loan is well-titled as it usually begins releasing funds to the borrower as construction costs are incurred. The Construction Loan is a short-term loan (12 – 36 months), often secured by a personal guaranty, and established to finance the costs of acquiring the land and/or the construction of the facility. Normally borrowers can obtain 70% of the total land and construction costs. The lender generally requires the payoff of the loan to come from the proceeds of the borrower's subsequent mortgage loan.

Most Construction Loan lenders will require pre-approved “Draw Requests” which show that materials and labor have been completed on the project before funds are released. All contracts, change orders, and schedules are usually required to be shared with the lender. Traditional Construction Loans usually require that permits exist to begin construction before becoming effective.

Further, the terms require that the loan must be paid off within a few months after the buildings have received the final Certificate of Occupancy from the city signifying completion. They are truly meant to only cover the construction process.

Bridge Loan

The Bridge Loan is a short-term loan (3 – 36 months) that is typically used in two ways. One use is to cover initial project costs up to the construction loan commencement. As an example, the developer may utilize a Bridge Loan to cover land and soft costs needed to bring a project far enough along to get the Construction Loan started.

Bridge Loans have also been used to bridge the gap between paying down the Construction Loan and having a stabilized property to secure attractive long-term financing. Built into the loan are amounts necessary to cover the cash-flow deficits that occur prior to absorption. It normally has little or no pre-payment penalties and is used to give the owner time to maximize the income potential of the facility before securing long term financing.

SBA Loan

SBA loan products have only been available to self-storage owners since 2010 but have proven especially beneficial to those owners in secondary or tertiary markets where traditional financing options may be more difficult to find. Through 7a and 504 programs, self-storage owners have been able to secure fixed or floating rate loans when above average leverage is necessary. The following briefly outlines the two programs:

504 Program:

- Commonly fixed-rate
- Proceeds of \$125,000 to \$13 million available
- Up to 20-year loan term available, fully amortizing
- Declining prepayment penalty structure for the first 10 years, starting with 10 percent in year one
- Currently only available for acquisition financing

7a Program:

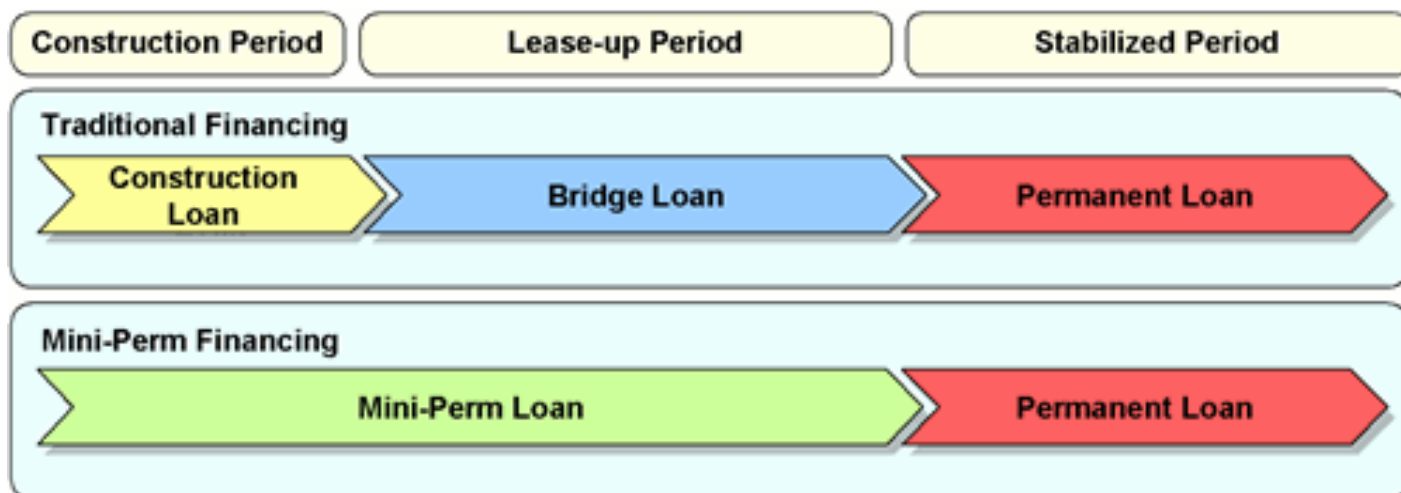
- Commonly floating-rate
- Rate generally resets quarterly based on a prime-based rate
- Proceeds of \$50,000 to \$5 million available
- Up to 25-year loan term available, fully-amortizing
- Prepayment allowed after three years, following a 5 percent, 3 percent, 1 percent penalty in the first three years
- Applicable for both acquisition and refinance

Rates for both programs vary depending on several factors. As with many federal programs, SBA loans are document heavy, and thus the processing, underwriting, approval, and closing on these loans can take longer than other programs. When applying, seek a lender that is Preferred Lender Program (PLP) certified, allowing them to approve loans on behalf of the association, which can speed up the process. Contact a district SBA office to learn which lenders are PLP certified. SBA financing has been positive for the self-storage industry overall, acting as another medium through which capital and liquidity are injected into the market.

Mini-Permanent Loans

Mini permanent financing has become a popular means to establish short term financing for self-storage. This loan allows the facility to establish an operating history prior to applying for long-term, permanent financing. These loans are commonly referred to as a Mini-Perm loan. Mini-Perms are unique in that they are used to finance both the construction and lease-up period. A mini-perm loan term is generally up to 36 months, often with options to extend.

The following diagram shows how the mini-perm loan compares to the more traditional construction loan and bridge loan:



The loan functions initially as a construction loan and features funding components such as draw requests, etc. Thereafter, it functions as a bridge loan. The real advantage is that a borrower who has a mini-perm loan does not have to obtain financing at the end of construction. This is the point where the cost to construct the facility has been spent and the facility is not yet producing any net operating income. A bridge loan at this point would be perceived as a higher risk to a lender who would likely offer less favorable terms.

It is initially an interest only loan and the cost of the interest is built in to the loan amount. The loan does not require payments to be made until the facility can afford to do so. Payment deficits caused by the income shortfall are rolled back in to the loan amount. At stabilization, it can be structured to convert to an amortizing loan or may be replaced with long term financing.

Other Short-Term Borrowing Considerations

Short term loans usually require a personal guaranty from the borrower that indicates that the borrower is putting personal possessions up as collateral if there is any default on the loan. This can be a severe issue for the self-storage developer who does not have a net worth in proportion to the principal associated with the loan size. Many self-storage developers will look for a partner who meets the guarantor requirement to join as a partner in the deal for a favorable position and return.

Enter your financing terms in the worksheet below to forecast your short-term financing. Enter 0% for the percent financed if you do not want to forecast financing. Typically, mini-perm interest rates range from 2% to 2.5% over the current ten-year treasury rate.

Long Term Financing

Long term financing involves establishing a permanent loan to pay off the short-term financing. Terms for the permanent loan can be quite favorable for a facility that has established a solid track record. Long term financing rates are typically lower than short term rates. The typical permanent loan has a term of five to ten years with a 25-year amortization period.

Some investors prefer to evaluate feasibility without establishing long term financing. Their reasoning is that it could be difficult to predict the terms that will be available in the future. Thus, for feasibility evaluation purposes, they leave the short-term financing in place.

Long term financing involves establishing a permanent loan to pay off the bridge or mini-perm loan. Terms for a permanent loan can be quite favorable for a facility that has established a solid track record. A permanent loan is typically a five to ten-year loan with a 25-year amortization.

Long term financing is normally established upon reaching stabilization. The amount of financing available is based upon valuation of the stabilized annual net operating income. It is common to find that the amount of long-term financing that is available will exceed the amount needed to pay off the prior loans balance. Some borrowers will finance the maximum amount available.

This may allow them to recover their initial equity investment. In this case, the income being produced by the facility at stabilization can afford the payments on this higher financed amount.

Long term financing is typically more desirable than short term financing because it usually offers lower interest rates and can be structured as a non-recourse loan. Non-recourse means that the lender can secure the loan with the property in question, but cannot look beyond the property as recourse on a defaulted loan. This eliminates the need for the borrower to provide a personal guaranty on the loan.

There are many questions that you need to answer to properly evaluate the right long-term financing for your project. How long do you plan to own the property? How important is locking in the interest rate to control what will most likely be the biggest annual operating expense? How crucial is a lower interest rate, which can be obtained with long term financing, but may require burdensome pre-payment penalties?

There are a variety of sources for permanent loans. These sources include traditional loans from a bank or credit union, “conduit” loans or CMBS loans, or even loans from insurance companies.

Bank/Credit Union Loans

Included in this category are loans offered by banks, savings and loans and credit unions. These represent most of self-storage financing, partially due to existence of pre-established lender/borrower relationships. These loans are relatively low cost and generally close in a timely fashion.

These lenders commonly offer fixed-rate options for five, seven, or ten years. They typically offer amortizations of 15 to 25 years. Loan-to-values can go to 80 percent but are usually 70 to 75 percent.

Conduit Loans

Conduit Loans are often a viable source of low, fixed-rate financing. Interest rates are often established as a percentage above (ranging from 1 to 1.5) the corresponding Treasury (usually the 10-year Treasury). Providers of conduit loans are, for the most part, commercial mortgage bankers and mortgage brokers. Conduit loans carry higher costs than bank loans. Prepayment penalties are usually tied to defeasance, where the lender replaces the cash flow of the original loan with actual treasury securities. The borrower’s penalty repays the lender enough money to buy these securities and the lender buys a combination of bonds to replace the yield lost when a loan is paid off. Once these bonds are purchased, the lender releases their collateral in the property.

Ordinarily, the minimum loan amounts for most conduits are \$2 million or more. Loan terms typically include a clause that bars the lender from holding the borrower personally liable for default. Although conduit loans often take more time to close, they may allow the borrower to lock in the rate upfront.

Insurance Company Loans

Insurance companies provide fixed-rate financing with terms of five to 25 years with amortizations up to 25 years. Their rates are typically 1.25 to 1.75 percentage points over the Treasury.

Insurance company loans have higher costs than bank loans and are typically restricted to higher-quality facilities. Loan-to-values are generally lower than those offered by banks and are normally 70 to 75 percent.

Other Long-Term Loan Considerations

It may be advisable to work with a lender with whom you already have a relationship. A lender who already has self-storage experience is a real plus. Combined, these characteristics would greatly assist with obtaining the most favorable loan terms, rate, and structure.

CONSTRUCTION AND LAND LOANS

Commercial real estate construction in 2015 built on momentum from 2014, following several years of minimal new development in the wake of the financial crisis. Several market experts have predicted that the nonresidential construction sector will continue to expand, with the Associated Builders and Contractors (ABC) projecting 7 percent nominal growth in 2016. While new development has and will continue to present self-storage owners with opportunities, employment growth in the construction saw an increase in jobs in October that followed several months of minimal job growth.

This slow growth can create a gap in skilled workers in the industry as compared with the potential demand. A lack of skilled workers can drive wages up and can increase project completion time and cost. On the other hand, costs for construction materials were down by 1.2 percent year over year in August 2015. Still, lenders are selective when it comes to construction loans, preferring to lend to well-capitalized borrowers with healthy past development experience.

For a developer with a viable project in a high-demand trade area, the most likely lending partner is a local or regional bank willing to build a relationship and partner with the sponsor. Construction loans are riskier than other debt products by nature, because there is no cash flow during the construction and lease-up period. Full recourse with a completion guarantee is typical of construction financing, at least until the Certificate of Occupancy is obtained, after which a burn down to limited or partial recourse may be allowed.

Currently, conventional lenders are advancing up to 75 percent LTC at attractive fixed or floating rates, with “break-even” interest carry often built in. Other specialized self-storage lenders recognize the need for new product in select markets and may be willing to offer up to 90 percent of construction costs on a non-recourse basis, under a participating debt structure for qualified projects. Alternatively, borrowers may find higher leverage available with SBA financing.

When negotiating a construction loan, it is critical to structure an interest-only period that mirrors the timeline required to bring the property to break-even occupancy. In addition, be sure to factor the necessary interest carry into the budget. These structural features help minimize the stress associated with the financing. The key element in a successful construction financing request is planning. By budgeting construction costs and development timeframes carefully, it will assist in identifying the appropriate loan structure and help to ensure the success of the project.

INCOME & EXPENSES

Rental income is the revenue that is collected from renting storage spaces. It is the primary revenue source for a self-storage facility. Excluded is income from fees, merchandise sales, etc. Rental income typically accounts for 95% of a storage facility's total income.

Rental Rates

Rental rate projections are used to forecast rental income. The average rental rate is the average monthly rental rate per rentable square foot. To understand the average rental rate, consider the following example:

Size	# Units	Square Feet		Rental Rate		Gross Potential
		Per Unit	Total	Monthly	Per Sq Ft	
5 X 10	30	50	1,500	\$45	\$0.90	\$1,350
10 X 10	35	100	3,500	\$75	\$0.75	\$2,625
10 X 15	20	150	3,000	\$110	\$0.73	\$2,200
10 X 20	15	200	3,000	\$135	\$0.68	\$2,025
TOTAL	100		11,000			\$8,200

In this example, the average rental rate per square foot is \$0.75. Calculate this by taking the gross potential of the facility (\$8,200) and dividing by the total square feet of the facility (11,000).

Rental rates are typically market driven and are affected by the location, visibility, access, and facility features such as security. Your competitor rate survey of the market area will provide understanding of the area's pricing. The average rental rate of the competitor property will typically fall somewhere near the rate they are charging for their 10 X 10 space. If this space (100 square feet) rents for \$65, you can estimate their monthly average rental rate:

$$\text{Monthly Average Rental Rate} = \$65 / 100 \text{ square feet} = \$0.65 \text{ per square foot.}$$

If you are planning a facility that is comparable to the competition, forecast a comparable average rate. Superior facilities can justify a premium, whereas inferior facilities may need to be priced at a discount.

Lease-up Period

After opening for business, a self-storage facility will have few, if any, tenants. The period that it takes a facility to reach a stabilized level is called its lease-up period.

During the early years of the industry, investors enjoyed rapid lease-up periods due to the absence of competition. Longer lease-up periods came about as the size of facilities increased and as more competitors entered the market. Today, investors are typically experiencing lease-up periods ranging from 24 to 36 months.

Post Lease-up Pricing

You will have an opportunity to increase your storage rates once the facility reaches stabilization. During lease-up, your facility demonstrated that the rates were marketable and you should now test for higher rates. Every size may not get the same level of increase. Notice which sizes rented rapidly and administer a relatively higher increase to those sizes. Those that leased slowly may not support any adjustment.

Many operators increase their rates an average of 3% to 7% upon reaching their stabilized level.

Most businesses do not collect 100% of their potential income. This is true of self-storage as well. Uncollected rent is caused by vacancies, move-in discounts, and non-payment by customers.

Vacancies

Losses due to vacancy occur when rental spaces are not rented. Rarely does a facility maintain a 100% average occupancy and if it is, it signals that rental rates are too low and should be raised. A fully leased facility is an indication that demand is not being met and thus encourages new competition. Most effective operators strive to achieve a stabilized, average annual occupancy of 90%. This is achieved through successful marketing and by effectively managing rental rates.

Move-in Discounting

Some operators will establish higher monthly rental rates and utilize move-in discounts (such as half off the first month's rent) to induce customers to rent at a higher monthly rate. Many customers are more concerned about how much it costs to move in today versus considering the monthly cost thereafter.

Generally, storage customers anticipate a shorter lease period than occurs. Whereas the average customer projects a two-month lease period at the time of move-in, the [Self-Storage Almanac](#) reports that the average length of stay is actually in excess of 10 months. Move-in discounts are commonly used to induce the rental.

Non-Payment by Customers

Nearly every facility experiences non-payment activity from customers that can no longer afford their rent and abandon their goods. State law allows for the contents of the space to be auctioned so that the facility can re-gain the space for leasing and attempt to recover past-due rent. In most cases, the auction proceeds do not generate enough income to match what was owed.

Other Income is money that you collect from customers other than that for the actual rental of space. This could include late payment fees, the sale of ancillary products (padlocks, packing/moving supplies), and possibly income from leasing rental trucks.

Late Payment Fees

Generally, self-storage facilities generate more late fee revenue if they service a lower income area. Such facilities may collect late fees up to 7% of their rental income. Facilities located in higher income areas collect closer to 2%.

Most states have laws specific to the self-storage industry concerning collection activities. These laws govern the timing and maximum amounts that can be assessed. Check with your state self-storage association for guidelines on collection regulations for your state.

Merchandise Sales

Self-storage facilities often generate revenues from the sale of merchandise. These facilities will sell moving and packing supplies such as boxes, locks, tape, and packing paper. Aside from the revenue that these sales generate, the person buying the boxes may find a need for storage in the future and will have been introduced to the storage solutions offered at the facility.

Facilities located in strong retail areas that effectively advertise take on a "retail approach". This approach includes:

- A retail-oriented office design (built-in displays, large floor space, additional lighting)
- Additional promotional signage for both in the office and drive-by traffic
- Separate yellow page advertising under the "Boxes" heading
- Increased payroll costs to cover a retail oriented staff

There are several suppliers of products and displays that offer signs, posters and other promotional materials that add color and interest to the store. These will make the office look pleasant and increase sales.

Facilities can generate merchandise sales ranging from 0% to 4% of their rental income, with those following the retail approach at the upper end of this range.

Truck Leasing Income

Truck leasing and self-storage go hand in hand. Drive by any self-storage facility over the weekend and you will probably see one or more rental trucks being used by the storage customers moving their items on or off the facility.

As with merchandise sales, many customers who rent storage spaces will seek a rental truck before securing a storage space. If the self-storage facility effectively promotes their rental truck availability, they can indirectly promote their storage spaces. Some facilities will offer a discount on a truck lease to a customer who also rents a storage space from them.

If you are considering leasing trucks you should:

- Design an area in the front of property to display the trucks
- Budget for additional signage related to truck leasing
- Budget for separate truck advertising in the local yellow page directory

To establish truck leasing activities at your facilities, you could purchase and lease your own fleet of trucks. Another option is to become a dealer for a truck leasing company such as [U-Haul](#) or [Budget Truck Rental](#). These companies can help you forecast the amount of income that your facility could produce.

Miscellaneous Other Income

Some facilities can generate additional income from leasing ground space for cellular phone towers or billboards. Others establish private mailboxes that they lease on a monthly basis. Still others establish shipping services, car washes, or wine storage to augment their revenues. There are a few who have leased their rooftops for collecting solar energy. Today's self-storage operators are finding creative ways to maximize the revenue production from their facilities.

Fixed & Variable Expenses

An appealing aspect of self-storage is that expenses are generally predictable. These expenses are classified as either fixed or variable. Self-storage fixed expenses include real estate taxes and insurance. Self-storage variable expenses consist of payroll, utilities, repairs and maintenance, management fees, marketing, office expenses, and other miscellaneous costs. These variable expenses fluctuate with occupancy. As facility use increases, utility costs will increase as will maintenance costs. On the other hand, a lower occupancy requires increased advertising costs.

Operating Expenses are the costs incurred for the day-to-day operation of the site and vary from facility to facility. Factors that influence operating costs include facility size, type, occupancy, and location. Additionally, management decisions such as staffing compensation, advertising programs, and property upkeep cause varying levels of expense. Operating expenses generally fall between 30 and 40 percent of the facility's gross income.

Fixed Expenses

An appealing aspect of self-storage is that expenses are generally predictable. These expenses are classified as either fixed or variable. Self-storage fixed expenses include real estate taxes and insurance.

Real Estate Taxes

Also referred to as property taxes, this represents local government taxes levied on the ownership of real estate. Real estate taxes can be one of the most impactful items when calculating property return and therefore requires careful consideration. These taxes will vary from community to community. Most cities publish their tax rates on their website. Otherwise contact the city's taxing authority's office to obtain the applicable tax rates.

Initially, taking the total development cost (hard, soft, and land costs) and multiplying by the local tax rate can be performed to forecast real estate taxes.

There are specialists who can do a thorough job of forecasting property taxes for your specific site or market. You may want to consider utilizing such a specialist due to the consequence of the impact.

Insurance

Self-storage property and liability insurance is available which is specifically designed for the unique exposures of the self-storage business. The facility will need to insure its buildings and other physical improvements. Beyond this coverage, insurance is available to cover against loss or damage to customers' personal property for which the business may become legally liable. Further consideration should be given to maintaining coverage to protect against sale and disposal liability that provides coverage for claims against the business for negligent acts arising from the lockout, sale, removal or disposal of customers' property. This could occur when reclaiming rented space for which rental or other charges are past due. Hazardous waste removal should also be considered which pays for the appropriate removal of such materials from a storage space.

Special consideration should be given to flood, earthquake, hurricane, or other natural disaster areas. Typical range for this category is \$0.10 to \$0.20/SF. It is common for lower rates to be achieved through blanket policies. According to insurance providers, over the last couple of years insurance premiums have remained flat.

Variable Expenses

Self-storage variable expenses consist of payroll, utilities, repairs and maintenance, management fees, marketing, office expenses, and other miscellaneous costs. These variable expenses fluctuate with occupancy. As facility use increases, utility costs will increase as will maintenance costs. On the other hand, a lower occupancy requires increased advertising costs.

Payroll

This includes the salaries, employee benefits, and bonuses paid to the facility staff. Larger facilities typically staff the facility with at least two persons during the office hours. This allows one person to be in the office greeting customers and handling administrative matters while the other is outside, showing spaces to prospective customers, policing the property, or performing marketing activities. This category is greatly impacted by location and average living expenses. Unless zoning restricts, it is common for resident managers to live on-site. Expenses are often higher for facilities not offering living accommodations for managers. Typical range for this category is \$0.75 to \$1.25/SF. Depending on the size of the facility, this category also includes a part time assistant.

Utilities

This category includes costs for electricity, gas, fuel, oil and water. Temperature controlled facilities incur higher costs for supporting the HVAC equipment on the property. Both location and climate play a role in this category. Densely populated areas typically see higher energy costs. The number of climate controlled units at a facility should also be considered. Typical range for this category is \$0.15 to \$0.40/SF.

Repairs and Maintenance

This category includes the costs for paint, doors, paving, roofs, fencing and gates, and other things routinely repaired during the year. Landscaping, HVAC maintenance and pest control are included along with any snow removal costs that the property may be subject to. This category includes cleaning out the units, replacing doors, landscaping and any maintenance associated with the facility. Areas that require a snow removal expense and/or elevator servicing typically command higher expenses. Long term expenditures are also affected by climate; however, these expenses are typically covered in the reserves category. Typical range for this category is \$0.15 to \$0.30/SF. Age and physical characteristics play a part in budgeting for this category.

Management Fees

This is typically done on a percentage basis of the Effective Gross Income (EGI). Therefore, areas with higher rents result in higher management costs. However, when a property is stabilized and generating strong rental rates, it is common to see downward pressure on the overall percentage. Typical costs range from 5% to 6% of the EGI.

Marketing

This category includes all costs associated with promoting the facility. Included are advertising costs such as Yellow Pages, print, and Internet advertising. Any additional marketing such as direct mail campaigns, newspaper or radio advertising, etc. would also be captured in this category. The amount of competing facilities and the property's access and exposure are primary considerations for this category. Typical expenses range from \$0.20 to \$0.40/SF. This category has consistently declined over the last couple of years as facilities have taken advantage of technology.

Office Expenses

This category includes telephone services, supplies, software repairs and fees, bank fees, and other miscellaneous office expenses. Operating and business licenses are also normally included. This expense includes accounting, legal fees, other professional fees, and general administrative costs. Typical expenses for this category range from \$0.25 to as high as \$0.75/SF. This category can often include expenses associated with U-Haul rentals and credit card fees.

Miscellaneous

This is the category where other necessary but minor expenses are included.

Other Expense Considerations

Many lenders require the borrower to deposit a portion of revenues into a capital reserve account for major maintenance and repairs to include gate, HVAC, or roof replacement. Generally, 10 to 15 cents per gross building square foot is required each year. Reserves are not considered as an operating expense. This category takes into consideration capital improvements over a typical holding period; it does not include items of on-going maintenance that are included in the Repairs and Maintenance category discussed above. Typical range for this category is \$0.10 to \$0.20/SF.

Estimate Expenses

Expenses are typically projected either as (1) a percentage of gross potential income, (2) an expense per net rentable square foot, or (3) a monthly or annual amount. Whichever approach you employ, you should forecast operating expense based upon the facility operating at a stabilized occupancy level.

People unfamiliar with self-storage may find it challenging to forecast expenses. Some forecast expenses using gross potential income when preparing their initial analysis. Using this approach, they estimate total operating expenses between 30% and 40% of the gross potential income. Establishing a forecast at 40% usually leads to a safe projection of operating expenses.

Others with more experience often utilize historical, actual expense data (also known as trailing expenses) that are applied as an expense per rentable square foot.

CAP RATES

Sellers and buyers of self-storage facilities utilize a Capitalization Rate, also known as a "Cap Rate" to determine a property's value. This rate represents the yield or return the buyer anticipates receiving from the acquisition investment. Annual net operating income is divided by the cap rate to establish the capitalized value of the facility. The lower the cap rate, the higher the property value. Questions contemplated when considering a cap rate:

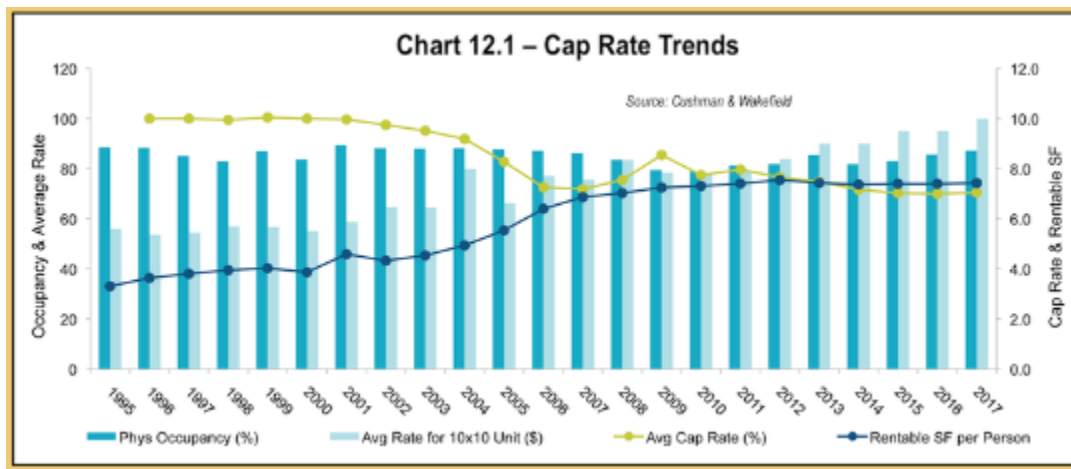
Where is your property located?

- What is your occupancy (physical and economic)?
- What is market occupancy?
- Are there any facilities under construction in your neighborhood?
- Are you offering concessions?
- How old is your property?
- What are the construction materials?
- What is the NRSF?
- What is your unit mix?
- Is there excess/surplus land available for expansion?

Cap rates are used by buyers to compare investments. Cap Rates tend to rise and fall with the returns on competitive investments and interest rates. Strong interest in real estate investing, specifically self-storage, will cause cap rates to be lower. Alternatively, cap rates will trend upward when there is a period of strong performance in the stock market. Lower interest rates make financing less expensive thus resulting in lower cap rates. Similar self-storage properties are likely to sell with similar cap rates. Facilities with strong, stable historical results, located in growing metropolitan areas, and are operated professionally tend to have lower cap rates than those that do not. Other considerations such as facility size, visibility, competition, and maintenance often impact cap rates.

In simple terms, the cap rate can be determined by dividing the investment's net operating income (NOI) by the current market value or the sales price of the property with the NOI being the annual return on the property minus all operating costs.

Historically, cap rates have ranged from a low of 7% (high prices paid for exceptional properties) to a high of 14% (low prices paid for inferior properties). More recently, cap rates have trended downward (5% to 7%) due to the outstanding investment opportunity that self-storage represents.



SELF STORAGE VALUATION

When dealing with valuation there are three standard approaches that are considered, though not always utilized: Cost Approach, Sales Comparison Approach, and Income Capitalization Approach.

Cost Approach - The Cost Approach is a set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a replacement for the existing structure, including an entrepreneurial incentive; deducting depreciation from the total cost; and adding the estimated land value. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised.

Sales Comparison Approach – This approach is based on the principle of substitution, which asserts that no one would pay more for a property than the value of similar properties in the market. In active markets with sufficient comparables, this approach is an accurate measure of value that can reflect market behavior. Alternatively, this approach may offer limited reliability because many properties have unique characteristics, including a significant amount of RV storage or miscellaneous income that are difficult to account for in the adjustment process.

Income Capitalization Approach – This approach is based on the premise that investors purchase facilities based upon their income-producing ability. In the Income Approach, market rents for the subject property are estimated, an economic vacancy and applicable operating expenses are deducted, and the resulting net income is capitalized into a value estimate.

Direct Capitalization – This method analyzes the relationship of one year's stabilized net operating income to total property value. The stabilized net operating income is capitalized at a rate that implicitly considers expected growth in cash flow and growth in property value over a buyer's investment horizon. The implied value may be adjusted to account for non-stabilized conditions or required capital expenditures to reflect an "as is" value.

Discounted Cash Flow (DCF) – The DCF analysis models a property's performance over a buyer's investment horizon from the current as is status of the property, to projected stabilization of operations and through the projected sale of the property at the end of the holding period. Net cash flows from property operations and the reversion are discounted at a rate reflective of the property's economic and physical risk profile.



Bob Copper

Self Storage 101
671 Oak Haven Trail
Columbiana AL 35051
Office: 866-269-1311
Fax: 866-398-5859

www.selfstorage101.com



Consultant Qualifications:

2003-Present Owner, Partner in Charge, Self Storage 101

Founder of Self Storage 101, the industry's leading consultancy firm specializing in Development and Market Feasibility, Operational Improvement and Marketing Implementation. Bob has worked with 100's of independent owners and operators to assist in making informed and profitable decisions in all aspects of self-storage. He has developed, own and managed his own facilities and so has a unique perspective that easily relates to those operators he has consulted with over the years. Bob and the Team at Self Storage 101 specialize in:

- Market and Feasibility Studies
- Acquisition Due Diligence Projects
- Facility Operational Auditing
- Owner, Operator and Manager Training
- Third party management services

Bob has authored several highly popular books and training manuals related to self-storage and is a regular contributor to most of the industry trade journals. He is a regular speaker at national, regional and local self-storage meetings and conventions.

2001-2004 Regional Manager, Metro Storage LLC

Oversaw three district managers in four states for Metro Storage, one of the largest operators of self-storage facilities in the US. Had complete P&L responsibility as well as asset management, portfolio growth, marketing and adding value to the assets. Developed training programs and assisted district managers with personnel decisions and financial statement reviews.

1998-2001 District Manager, Public Storage

Successfully managed the largest Public Storage district in the country (17 properties). Took over two under-performing districts and turned them into some of the highest performing districts. Responsible for all personnel management, expense control, manager training, property management and operational reporting. Involved in several acquisitions and new-store openings.

Professional References gladly provided.



We know storage. www.selfstorage101.com

Bill Copper

Self Storage 101

406 Oliver Approach

Johnson City, TN 37601

Cell 828-381-5631



Consultant Qualifications:

2006-Present Consultant, Self Storage 101

Field Auditor and Data Analyst with Self Storage 101, the industry's leading consultancy firm specializing in Development and Market Feasibility, Operational Improvement, and Marketing Implementation. Bill has worked with dozens of independent owners and operators to assist in making informed and profitable decisions in all aspects of self-storage.

Bill has developed and implemented systems for analyzing and collecting relevant data to:

- Improve operational efficiency
- Measure operational effectiveness
- Assist in determining project viability
- Measure Capital Rate of Return on acquisition projects

Bill has worked closely with clients and industry vendors to aid in market research and development viability for many independent-owner and institutional self-storage projects:

- Provide comprehensive market data and analysis to determine unmet demand or over-supply in specific markets
- Participated in several community neighborhood meetings, municipal presentations and investment group conferences to provide anecdotal and empirical evidence regarding market demand and viability of specific self-storage projects
- Prepared many complete bank package or self-storage feasibility studies, documenting "develop or not develop" recommendations

Education: Stetson University, 1980-1984

Professional References gladly provided upon request.























**CITYOF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD SEPTEMBER 6, 2023**

Meeting was called to order at 8:33 p.m. by Council President Jim Jolly. Present: Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; and Jacob Rushlow, Assistant Director of DPW.

Councilmember McIntyre led the Pledge of Allegiance.

2. WAIVER PETITION: Planning Commission, re: Petition 2023-06-02-09 submitted by Leo Soave Building Inc. requesting Special Waiver Use approval to develop a Planned Residential Development consisting of five (5) buildings and a total of eleven (11) residential dwelling units on properties at 35755 and 35841 Plymouth Road, located on the south side of Plymouth Road between Yale Avenue and Levan Road in the Northeast ¼ of Section 32.

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

President Jolly confirmed that this is a combined waiver and site plan approval.

Joe Eadeh, representative for Leo Soave, indicated that he spoke to a resident who requested some old trees be removed in the back of the property and be replaced with Arborvitaes. The contractor agrees with that plan if the city approves.

President Jolly confirmed with Mr. Taormina that this is not reflected in the current plan and the retention area runs along the south side. He asked if trees will be able to be planted there.

Mr. Taormina stated there are some trees currently as part of the original landscape plan, but it is suggested that there be additional evergreen trees provided along this area. There will be a ledge of flatter area between the property line and the top of slope where the retention basin goes down and there should be sufficient area to do the plantings mentioned, which is currently documented in the Planning Commission approval.

Councilmember Donovic clarified there's an area that goes down between the retention area and the property line where there's more of a flat space and they are going to be removing some of those old trees while replacing them with new evergreens to provide more of a screening to those homes to the south. He also verified with Mr. Taormina that there will not be a trash enclosure, but it will be individual trash pick-up like a normal residential dwelling.

Vice President Toy asked what the price range would be and if they are three bedrooms with basements. She also asked if we have any duplexes in that area.

Mr. Eadeh indicated the price range will be low to mid threes. There will not be basements and most units will be two bedrooms with a couple being three bedrooms. There will be four duplexes, but they are actually attached condos.

Councilmember Bahr asked if there is anything binding in the Planning Commission Approval. He also asked how long the property has been vacant and commented that this is a weird space to be doing this, but it is a good example of the changing face of retail and lack of commercial need for the property.

Mr. Taormina said he would consider those binding and prior to the final Engineering or permits being issued that we would have to sign off on the final landscape plan which will have to provide the additional landscaping, the additional off street parking space or two, and the PRDA improvements along Plymouth Road. The property has been vacant more than 25 years. He indicated this is one of the things that the Master Plan wanted to achieve as infill development, replacing some of these commercial properties with new forms of residential. This really checks a box that we were looking to have done as part of the Master Plan moving forward and are really excited to see how this works. And if it does, if it that possibly leads to more types of redevelopment projects, from Commercial to Residential.

Councilmember McIntyre confirmed this will be a private road and there will be a Homeowners Association that will take care of trash and snow removal.

Councilmember McCullough indicated Google Maps goes back to 2007 where it looked like there was a shack on the property. He is pleased with the plan and feels that this type of housing fits perfectly.

Councilmember Morgan confirmed that these will not be for rent and feels this will be a great addition to Livonia.

Deb Christiansen, resident, indicated she is a resident living behind this property but not on Elmira Street and doesn't know why they weren't notified of this plan. She is pleased that these will be one story properties, but her concern would be the retention pond at the foot of neighboring yards if she were a resident on Elmira Street.

President Jolly asked about notification requirements.

Mr. Taormina said the notification of the Public Planning Commission meeting was 300 feet.

Councilmember Donovic asked how many feet the flat area will be. He said it is his understanding that this is a bioretention area that won't hold feet of water but is designed for high rainfalls that will fill up and slowly dissipate.

Mr. Taormina said the final engineering has not been done, the depth is only about a foot with the area affected being about 15 feet wide. There is some distance about five feet between the property line and where that slope is, but it only drops

down about a foot, so it's a very gentle slope. It's designed for the water to find its way into that swale and mostly would seep into the ground. He believes there would an outlet provided if it does fill with water. But again, those final engineering drawings still need to be reviewed by the Engineering Division.

Vice President Toy offered an approving motion for the Regular agenda.

DIRECTION:

APPROVAL

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

2.

Planning
August 16, 2023

MEETING DATE

S090623/R091823

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

WAIVER PETITION: Planning Commission, re: Petition 2023-06-02-09 submitted by Leo Soave Building Inc. requesting Special Waiver Use approval to develop a Planned Residential Development consisting of five (5) buildings and a total of eleven (11) residential dwelling units on properties at 35755 and 35841 Plymouth Road, located on the south side of Plymouth Road between Yale Avenue and Levan Road in the Northeast ¼ of Section 32.

BACKGROUND DETAILS

August 16, 2023

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2023-06-02-09 – Livonia Estates

Dear Council Members:

At the 1,203rd Public Hearings and Regular Meeting held by the City Planning Commission on August 15, 2023, the following resolution was adopted:

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

#08-54-2023 RESOLVED, That the City Planning Commission does hereby recommend to the City Council that Petition 2023-06-02-09 submitted by Leo Soave Building Inc. requesting Special Waiver Use approval under Section 5.02 of the Livonia Zoning Ordinance, as amended, to develop a Planned Residential Development consisting of five (5) buildings and a total of eleven (11) residential dwelling units on properties at 35755 and 35841 Plymouth Road, located on the south side of Plymouth Road between Yale Avenue and Levan Road in the Northeast ¼ of Section 32, be approved subject to the following conditions:

1. The Site Plan identified as sheet CS-100, dated June 26, 2023, as revised, prepared by Angle Design & Engineering, is hereby approved and shall be adhered to, except that additional off-street parking and a turnaround shall be provided, and parking on-street parking shall be limited to one side of the street only.
2. The Landscape Planting Plan, identified as sheet LP-1, and the Landscape Notes & Details,

identified as sheet LP-2, dated June 26, 2023, prepared by Nagy Devlin Land Design, are hereby approved and shall be adhered to, except that additional evergreen trees shall be planted along the south side of the property at the direction of the Planning Department.

3. All disturbed lawn areas, including road rights-of-way, shall be sodded instead of hydroseeding.
4. Underground sprinklers shall be provided for all landscaped and sodded areas, and all planted materials shall be installed to the satisfaction of the Inspection Department and, after that, permanently maintained in a healthy condition.
5. The Petitioner shall work with staff on plans to install additional landscaping around the perimeter of the site and other streetscape improvements (i.e., brick piers and fencing) along Plymouth Road.
6. The Exterior Building Elevation Plan, identified as sheet A-7, prepared by Dimensional Design L.L.C., is hereby approved and shall be adhered to.
7. The issues as outlined in the correspondence dated August 1, 2023, from the Fire Marshal shall be resolved to the satisfaction of the Department of Public Safety, Livonia Fire and Rescue.
8. The developer and all contractors and subcontractors shall employ best management practices to prevent, reduce and mitigate the problems associated with soil erosion and airborne dirt and dust from migrating off-site, including provisions for erosion control barriers, daily street sweeping, watering, and halting earthwork activities on days when the wind conditions are likely to cause a problem.
9. Only a conforming entrance marker is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
10. All required cash deposits, certified checks, irrevocable bank letters of credit, and surety bonds shall be deposited with the City before the issuance of engineering permits; and
11. Under Section 13.13 of the Livonia Zoning Ordinance, as amended, this approval is valid for one year only from the date of approval by the City Council. 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 Zoning Ordinance, as amended.

ATTACHMENTS

1. 2023-06-02-09_E_COUNCIL Pkt

APPROVED BY



Mark Taormina, Planning and Economic Development Director

Date: August 18, 2023



Maureen Miller Brosnan, Mayor

Date: August 24, 2023

Petition 2023-06-02-09 submitted by Leo Soave Building Inc.
requesting Special Waiver Use approval under Section 5.02 of the Livonia Zoning Ordinance, as amended, to develop a Planned Residential Development consisting of five (5) buildings and a total of eleven (11) residential dwelling units on properties at 35755 and 35841 Plymouth Road, located on the south side of Plymouth Road between Yale Avenue and Levan Road in the Northeast ¼ of Section 32.

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.

For filing fee see below for computation

Date Filed: 6-28-2023 Petition 2023-06-02-09

Site Address: 35655 PLYMOUTH RD. Sidwell 125-99-0004-000 Zoning of Property C-2

Requesting Approval To CONSTRUCT 11 ATTACHED RESIDENTIAL UNITS AS PER THE ATTACHED PLANS

Applicant: Leo Soave Business/Company: Leo Soave Bldg LLC

Applicant's Address: 37771 7mi City: Livonia State: MI Zip Code: 48152

Applicant's Phone # (586) 219-7880 Applicant's Email Leo Soave bldg@gmail

Contact Person: Leo Business/Company: Same

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

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

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, F.F.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 planning@livonia.gov

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	\$700.00 (\$400 publication fee plus \$300 base review fee) plus
_____ sq. ft. of new construction x \$20.00 per 1,000 sq. ft. plus \$30 per lot or unit for residential construction.	(NOTE: Round off to nearest 1,000) + _____
	Total Amount Due \$ _____

Owner of Property: Leo Soave

Owner's Address: 37771 7mi City: Livonia State: MI Zip Code: 48152

Owner's Phone # (586) 219-7880 Owner's Email Leo Soave bldg@gmail

Signature of Owner: Leo Soave Print Name: LEO SOAVE

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

on this 28th day of June 20 23.

Signature of Notary Stacey Lynn Roberts My commission expires 11-11-2025.

Acting in the County of Wayne.

RECEIVED
OFFICE OF THE CITY CLERK
2023 JUN 29 AM 9:20

RECEIVED
JUN 29 2023
CITY OF LIVONIA
PLANNING COMMISSION



UNAPPROVED MINUTES

1

MINUTES OF THE 1,203rd PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, August 15, 2023, the City Planning Commission of the City of Livonia held its 1,203rd Public Hearing and Regular Meetings 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: Wafa Dinaro Sam Caramagno Glen Long
 Peter Ventura Ian Wilshaw

Members absent: David Bongero

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

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

ITEM #1 PETITION 2023-06-02-09 Soave Plymouth Road

Mr. Caramagno, Secretary, announced the first item on the agenda, Petition 2023-06-02-09 submitted by Leo Soave Building Inc. requesting Special Waiver Use approval under Section 5.02 of the Livonia Zoning Ordinance, as amended, to develop a Planned Residential Development consisting of five (5) buildings and a total of eleven (11) residential dwelling units on properties at 35755 and 35841 Plymouth Road, located on the south side of

Plymouth Road between Yale Avenue and Levan Road in the Northeast ¼ of Section 32.

Mr. Taormina: This is a request to develop a Planned Residential Development at the former Cockrum's Farm Market located on the south side of Plymouth Road between Yale and Levan. The property is just under two acres in size. It has 334 feet of frontage on Plymouth Road and a parcel depth of roughly 310 feet. The zoning, as you can see from this map, is C-2 (General Business). Planned Residential Developments are treated as a special waiver use under Section 5.02 of the Zoning Ordinance. PRDs, as they are called, are afforded considerable design flexibility, including modifications in lot sizes and yard requirements. Also, uses that are not permitted within the zoning district are allowed when it is determined that such changes will result in more efficient land use and are compatible with and in harmony with the surrounding area. Under this special provision of the zoning ordinance, Planned Residential Developments are intended to help overcome natural and other unique obstacles or constraints that pose challenges to land development under conventional design standards. Immediately to the west and to the east of this property are commercial properties, including the carwash and a combined auto repair and U-Haul business that front on Plymouth Road. Both are zoned C-2 (General Business). To the south are single-family homes that are part of the Elmira Court subdivision, which is zoned N1 (Neighborhood), and north across Plymouth Road is the Ford Transmission Plant. The proposal would involve the development of a road and 11 dwelling units. There would be a total of five buildings, including four duplex units and one triplex. Access would be provided via a 24-foot-wide road from Plymouth Road. This road is positioned, as you can see, near the center of the property, where it would extend south for a distance of about 130 feet and then intersect with a second street that runs in an east-to-west direction, forming a "T" street pattern. None of the proposed driveways for the homes would have direct access to Plymouth Road: all homes would access the proposed streets. Units 1 thru 7 would have access to the street along the south side of the development, and Units 8 thru 11 on the north side will have access from the street that extends south from Plymouth Road. The building that is in the southwest corner of the property is the only triplex and would contain Units 1, 2, and 3. The setback of Units 9 and 10 from Plymouth Road would be 30 feet. Those are the two units closest to Plymouth Road. Units 1 thru 7 along the south side of the development would all have a setback of

35 feet from the south property line. Each unit would have a one-car attached garage. The homes would be a combination of one and two stories in height. Mostly single-story ranches or ranch-style homes. They would have two bedrooms, a living and dining area, as well as a kitchen, a full bath plus a half bath, and a laundry and mechanical room. Units with an upper level would contain a bonus room, which is effectively a third bedroom, and a second full bath. Each condominium would have a gross floor area of roughly 1,600 square feet. When you combine the floor areas of all 11 units, it totals 17,963 square feet. This represents a usable floor area as a percentage of the lot area of 21% which is well below the zoning ordinance limit of 35%. The Ordinance looks at the square footage of all the units combined and limits that area to 35% of the total site. The exterior finish of the buildings would include a combination of brick and vinyl siding. The rendering shows the roofs, which, as you can see, would be peaked and consist of asphalt shingles. A landscape plan has been submitted with the application. It shows landscaping along the front, the sides, and along the rear of the property. That's something we'll discuss in greater detail this evening. To manage the storm runoff, the plan shows a bio-retention basin that would be constructed along portions of the east and south sides of the property. This feature would be planted with trees as well as a seed mix that would provide onsite treatment of stormwater. No PRDA streetscape improvements are proposed at this time, and no internal sidewalks are shown on the plan. The Master Plan designates the subject site under the category of Corridor Commercial, which allows for apartments and attached and upper-story residential units. The master deed and bylaws were submitted earlier today. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Taormina: Mr. Taormina: The first item is from the Engineering Division, dated June 30, 2023, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed waiver uses at this time, but would like to note the following items: 1. The subject parcels are assigned the addresses of #35755 and #35841 Plymouth Road. 2. The legal descriptions included with the submitted drawings appear to be correct and should be used in conjunction with the proposed project. Should the project move forward, the developer will need to combine the existing parcels into a single parcel with a meets and bounds description encompassing the entire site."*

Also, they will need to provide a copy of the existing Plymouth Road easement, or dedicate the right-of-way for Plymouth Road to the City (which will be forwarded to MOOT). 3. The existing parcels are currently serviced by public sanitary sewer, water main and storm sewer. The submitted drawings indicate extensions of the existing utilities to service the proposed structures, which we do not believe will impact the existing systems negatively. 4. The proposed development will be required to meet the Wayne County Stormwater Ordinance, and per the submitted drawings stormwater detention is indicated, but we will need to do a thorough review of the plans once they are submitted for permitting. 5. The developer will need to obtain permits from the Michigan Department of Transportation (MOOT) for any work within the Plymouth Road right-of-way. 6. Per the proposed layouts, all roadways and storm sewers, including detention basins, will be privately-owned. Sanitary sewer and water main will be public, located within dedicated easements on the site. 7. No construction or soil disturbance (including dumping of materials) should occur on the site until the owner obtains the appropriate permits. (Engineering Earthwork, SESC, etc.)” The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Livonia Fire & Rescue Division, dated August 1, 2023, which reads as follows: *“This office has reviewed the site plan submitted in connection with a request to construct a commercial building on property located at the above referenced address. We have no objections to this proposal with the following stipulations: Concern for rapid access to water supply for buildings 9 & 10. Difficult task for fire trucks to lay hose and advance on the new dead-end streets where 2 new hydrants are placed. Existing or new hydrants could not be identified on preliminary plan set. On official plan set please identify Plymouth Rd. hydrants at/near proposed property development. A further detailed plan review will take place when this division receives an official plan set.”* The letter is signed by Brian Kukla, Fire Marshal. The next letter is from the Division of Police, dated August 2, 2023, which reads as follows: *“I have reviewed the plans in connection with the petition. I have no objections to the proposal.”* The letter is signed by Paul Walters, Sergeant, Traffic Bureau. The next letter is from the Inspection Department, dated August 15, 2023, which reads as follows: *“Pursuant to your request, the above-referenced petition has been reviewed. This Department has no objections to this petition.”* The letter is signed by Jerome Hanna, Director of Inspection. The next letter is from the Finance Department, dated July 14, 2023, 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 July 5, 2023, which reads as follows: *“In accordance with your request, the Treasurer’s Office has reviewed the name and addresses connected with the above noted petition. At this time there are taxes due, but they are not delinquent, therefore I have no objections to the proposal.”* The letter is signed by Lynda Scheel, Treasurer. We also have two emails. We received two emails from a resident Glenn Oppenlander, dated August 3, 2023, which reads: *“To whom it may concern, We live at 35824 Elmira Street, Livonia, Michigan 48150-6503. We received a letter from the City Planning Commission regarding the Leo Soave Building Inc. request for development of five buildings and eleven residential units on 35755 and 35841. I will be out of town on Tuesday, August 15 and cannot attend the public hearing on this issue. I therefore would like to express my views on this development here. The first point that I want to share is that the reason we purchased our home at 35824 Elmira is for the privacy and seclusion that the forested area of 35755 and 35841 provide from the traffic and noise on Plymouth Road and the large Ford Transmission Plant. My second point is that if this forested is removed, will new foliage be planted that will maintain the privacy and seclusion we now expect? The forest blocks an unpleasant view of traffic and the Ford Manufacturing Plant, and it helps reduce the noise levels. My last concern is that any buildings erected, will be close to the wall currently between our home and the vacant lots behind us. If someone from your office could please respond to my concerns via email so that I can discuss this with the five neighbors abutted to the potential new development at 35755 and 35841. Arlene and Glenn Oppenlander 35824 Elmira Street, Livonia, Michigan 48150”* The second email, dated August 7, 2023, reads: *“If you could please just submit my original e-mail with my final comments in this e-mail. I have spoken to some of the neighbors who received the Petition letter from the city, and it appears they are not pleased with losing the forested area. I believe if the foliage they plant hides the view like the current forest, people will be pleased. The problem with the current plan is that Deciduous trees lose their leaves for six to seven months of the year in Michigan, and if they are small it will be years before they grow to any useful size to block the view like the current forest. If they can plant some large Coniferous Trees they would block the view all year long and it is easier to obtain a large coniferous*

tree from a nursery than a small deciduous sapling.” Lastly, we received just late this evening an email from Doug Doyle, dated August 15, that reads: “Hi, I was planning on attending the meeting tonight, but a family emergency came up. I do have some concerns. 1. The size of homes? 2. Are they adding street lights? 3. The trees on the back of the lot. There are some safety concerns for my family. See attached pics. 4. Will they be adding new landscaping? 5. What are the buildings for? What size? How tall? I’m hoping there will be a 2nd meeting, so I can voice my concerns. Thanks, Doug Doyle, 35862 Elmira” That is the extent of the correspondence.

Mr. Wilshaw: Thank you, Mr. Taormina. Are there any questions for our planning staff? Mr. Ventura.

Mr. Ventura: I note that the stormwater detention retention basins are to the south and east of the proposed new homes. Is there any reason why they could not be located in the setback between the sidewalk on the north side of the site and the unit's ten and nine?

Mr. Taormina: Well, I'm not a civil engineer so I can't answer that question.

Mr. Ventura: I just meant from an ordinance perspective.

Mr. Taormina: There is no reason from an ordinance perspective. The site grades are what they have to deal with. I know there's been a conversation between the project engineer and the city engineering division on this design, where the ultimate outlet should be located. I believe the basin has been strategically located in a manner that will work. If it could be moved to the northwest corner of the property or along Plymouth Road, that would certainly be an option, but I'm not sure it's even possible.

Mr. Ventura: Other than engineering, there's no reason it couldn't be there?

Mr. Taormina: Right.

Mr. Ventura: Thank you.

Mr. Wilshaw: Thank you, Ventura. Any other questions for our planning staff? All right. Mr. Taormina, just a quick question, you did note that the master plan and deed was received? We don't...we didn't have a copy in our packet. Have you had an opportunity to look at it and is it pretty much typical verbiage that we would see?

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Mr. Taormina: It is very typical. I already noted one correction that needs to be made, which is a reference to the number of units. Usually, what we confirm is the percentage of brick used in the construction of the houses and the minimum unit sizes. Any questions that you have regarding that, I can reference the document again, that we received just today.

Mr. Wilshaw: Okay. All right. Thank you. Well, if there's any questions that come up, that you can help us with, then we'll look to you for guidance. Thank you. If there's no other questions for our planning staff, our petitioner is in the audience, his representative. If you'd like to come forward, and introduce yourself with your name and address please,

Joe Eadah, 8810 Brookline. I am here representing Leo Soave

Mr. Wilshaw: Thank you, Mr. Eadah, and what would you like to add from the presentation you've heard so far?

Mr. Eadah: I think Mark did a wonderful job. One of the issues I think we had before is they're not for rent. They are for sale. I think that was a question that came up a while ago. I think the other thing is going to be curbside pickup for garbage day. Yes, it is. Mr. Leo Soave doesn't feel that a dumpster enclosure... he doesn't like it because it brings rats and things like that, so I think those were the two issues before.

Mr. Wilshaw: Okay. Well, let's see if there's some questions from any of our commissioners for you. If you want to stay up there. Is there any questions for our petitioner?

Ms. Dinero: Can you address what the landscaping is going to look like? A lot of the concern are the trees...can you address...

Mr. Eadah: The trees in the back? I mean, we're not going to...we'll do what we can to save as many trees as we can, and if we have to replant some we will. Of course, we have to follow the landscape ordinances within the city. Up in the front, we'll do that. Now we want to be good neighbors, we're not gonna...I actually think this is a nicer development, of course, I'm biased. This is going to be a nicer development. If they're worried about seeing the Ford plant and all that you're going to have residential behind you, instead of a commercial building or anything like that and commercial buildings, you know, bring noise of trucks deliveries early in the morning, things like that, where you won't have that with this development.

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Mr. Wilshaw: All right. Thank you, Ms. Dinaro. Any other questions for our petitioner?

Mr. Wilshaw: All right, well, I'll give it to Mr. Ventura first.

Mr. Ventura: Mr. Eadah, I apologize for maybe you've answered these questions at the study, and I wasn't there last week. So, as I visited the site, I know the uses to the east and west are very hard commercial uses, particularly to the east. As I look at your landscape plan, it looks pretty sparse to me, and I share Ms. Dinaro's concern about shielding the site from surrounding uses. I mean, this is a fairly unusual location to put residential product. So, number one, I'd like to see a lot more landscaping on the east and west. As somebody made the point that most of the existing trees to the south, are deciduous. I'd like to see some evergreens, some conifers there, that will soften that view from the existing homes on the north side of Elmira, to the south and this development. I note, however, that you have bioretention area to the south of the proposed homes. My question to you, and I guess a clarification, I noticed while going through the material that we have, that bioretention area is a foot deep. Do I understand your data here correctly?

Mr. Eadah: I can barely hear you. I'm sorry.

Mr. Ventura: I'm sorry. I am looking at the information that we were provided with...can you hear me now?

Mr. Eadah: Yeah.

Mr. Ventura: Okay. It appears that the bio retention area is only a foot deep. Is that accurate?

Mr. Eadah: Yes.

Mr. Ventura: Okay. What can you plant there? I see that you're going to plant something called...and I forgot the phrase, but it's not grass. It's something...some kind of a mix.

Mr. Eadah: Yeah.

Mr. Ventura: Can you put shrubs in there? Can you put trees in there?

Mr. Eadah: I would have to ask the engineers that a lot of times we can't put shrubs in there because it will whatever...when there are

retention ponds, there for water to sit there until they can slowly go into the storm sewer without flooding the area. So, as long as it doesn't hurt the flow of the water and the management of the water, yeah, we could do something like that.

Mr. Ventura: What is going on with the big area of open ground that would be to the west of units 10 and 11?

Mr. Eadah: You mean where the backyards were...the retention ponds are that we talked about?

Mr. Ventura: No, on the west. That doesn't appear to be...I see the word called swale. Is that retention?

Mr. Eadah: Yeah. Well, swale is where...a swale is a design of the earth...

Mr. Ventura: I understand what the swale is, but it doesn't...it's not a retention area. It's not bio retention basin that exists to the south and east.

Mr. Eadah: Right.

Mr. Ventura: Okay. Is there a reason that you didn't put the bio retention area there and in the setback between the homes and the road?

Mr. Eadah: I would have to refer to civil engineering.

Mr. Ventura: I guess my observation is that you're only 35 feet from the block wall to the south of these homes, and for the majority of the width of the property, it's a bioretention area that is going to limit the use of that area I imagine. I can't see that people that buy these places are going to be able to go out there and put swing sets or anything else in the bioretention area. So, if the bio retention area were moved to that open...that large open area behind units 10 and 11, and to that 30-foot setback between the sidewalk and units nine and ten, that would make that area behind the homes, units one through seven usable for the residents. So, I'm just suggesting that this would give you some flexibility in terms of putting more landscaping in there, making that area behind the homes, the south of the homes, usable to the purchasers for more than just walking out there, and put the bioretention area kind of out of the way of anybody's home.

Mr. Eadah: I noted it. I will let our civil engineering...but most people that buy condos don't even go outside, but I understand exactly what you are saying, and I did write it down and I will...

Mr. Ventura: How many of these will be three bedrooms and how many will be two bedrooms?

Mr. Eadah: There's going to be two of them that are three-bedroom homes, and the other ones will be two.

Mr. Ventura: So, it's possible you'd have people there with children.

Mr. Eadah: It's possible, yes. What we found out nowadays is single moms with one child, usually that are buying condos. And the reason for that is because a little bit...you can't find houses anymore, and we all know what's going on with housing market and it's kind of gotten out of reach for mostly single women with one child.

Mr. Ventura: And I noticed a couple of renderings sitting here. Are either of these renderings this development or for the next one.

Mr. Eadah: They are for the next one.

Mr. Ventura: Okay, so the ones we saw on the screen are what we're...

Mr. Eadah: Yeah.

Mr. Ventura: All right, thank you very much. Thank you, Mr. Wilshaw

Mr. Wilshaw: Thank you, Mr. Ventura. I think Mr. Caramagno is next.

Mr. Caramagno: Yeah, thank you, Mr. Chair, I've got a couple of questions. I noticed that you ...here's a utility pole utility line running right through the center of this property going east to west. What happens to that? Where does that get moved to?

Mr. Eadah: Well, we'd have to work with DTE on bringing everything underground. So those would probably be removed, we're going to pay a lot of money for that, too.

Mr. Caramagno: So, that won't go and move back to the residential property, the bioretention ponds, it'll just go underground through your property now?

Mr. Eadah: It all depends on DTE and what they want and what they'll make us do.

Mr. Caramagno: Mark, is there anything on the plan that shows what will happen there?

Mr. Taormina: The existing survey shows an overhead line. And if you look at the plan, it does not show that same line running across the property. More than likely, that line is going to either be relocated or placed underground somewhere within an easement on the property.

Mr. Caramagno: Okay, thank you for that.

Mr. Taormina: Unless the line corresponds with the street and can be saved. But chances are, they're going to have to move at least one and possibly two poles which is usually the case. So, my guess is it's going to either go underground, or they're going to have to move the line entirely.

Mr. Caramagno: Okay, thank you for that. The second question I've got is parking. Street parking. Streets are narrow at 24 feet, and you've got two bedroom and three-bedroom buildings here. The driveways, I think you said one car garage...so, if you've got more than a car or two, then there's likely to going to be street parking, and with narrow streets like that, that would hinder deliveries and garbage collection, as you said earlier. So, is it possible to limit this plan to parking on only one side of the street at all times? If parking on the street is necessary.

Mr. Eadah: If we can do it, we will do it. Yeah,

Mr. Caramagno: I think you need to do that, because you've got to be able to get in and out of the UPS trucks, delivery trucks, garbage trucks. Hopefully a fire engine never has to show up, but I think you got to limit this parking to one side of the street at all times.

Mr. Eadah: Yeah, I'm pretty sure to, in my experience in different developments that when we send these through, you know with you guys and all the different departments that that's one of the things that the fire department does look at is how are they going to maneuver their truck in there, and if it doesn't meet to their standards, they would recommend denial.

Mr. Caramagno: I'm not saying to deny it for this, but I'm saying it's important to make sure you get proper access in there all the time.

Mr. Eadah: Absolutely.

Mr. Caramagno: Last time we met upstairs in the study session, there was talk about basements. Do these units have basements?

Mr. Eadah: No. They're all on slabs.

Mr. Caramagno: Okay, and that's what I wanted to know. Thank you.

Mr. Wilshaw: Thank you, Mr. Caramagno. Mr. Taormina, I believe you had a question.

Mr. Taormina: A couple of comments based on the petitioners' questions, or the commissioners' questions. With respect to the retention area, the area along the south side of the property is much shallower, like you said, it's one or possibly two feet deep. It's a very shallow swale that runs along the back of the property that will pick up any water from the site and direct it to the east side of the property, where it would then discharge into the storm system or go into the larger bioretention area and infiltrate the ground. So, I don't see that as being an obstacle to planting trees along the south side of the property. I think it's possible to create a wide enough shelf along the rear of the property where either one or two rows of pine trees can be added. The plan shows several deciduous trees. Some of those trees are shown right on the edge of the swale. There's no reason we can't intermix those with pine or spruce trees. That's if the retention area cannot be relocated to the northwest corner of the site, which I think suggested as being a first option if that's even possible. But if it's not possible due to the drainage of the site, then I don't think it precludes the possibility of planting more evergreen trees along the south side of the property. Secondly, there's probably going to be a single mailbox area for all 11 homes, and it probably makes sense to place it in the open area on the north side of the street. Here, it makes sense to add a couple of parking spaces along with a small turnaround to facilitate mail and other delivery trucks, and also provide some guest parking. A combined area for a turnaround, parking spaces, and for mail delivery. I think it's all possible in that open area, which is just west of Unit 11.

Mr. Wilshaw: I think that's an excellent suggestion. Is there any other questions from any of our commissioners, for our petitioner? I just wanted to ask you, Mr. Eadah, in discussing parking on street, you said in response to the question about limiting parking to one side that you said, basically, if we could do that, as I understand these are private roads. So, you can do pretty much whatever you want. If this is a private road, you could ban

parking on the street altogether. You could put it on one side, you could do these other things. Is that correct?

Mr. Eadah: Well, when I stated that...it's well, it's a private road, you're correct. We can do that. Yes. The short answer is yes.

Mr. Wilshaw: Okay. Okay. Yeah, because on a private road, you have a lot more flexibility as to what you can and can't do in terms of limiting activity on the street versus a public roadway, which would have, you'd have to conform more to city guidance. Okay. If there's no other questions from any of the commissioners, one more time, I don't see anything. Let me just see if there's any comments from anyone in the audience then we will give you a chance to come back up afterward? Is there anyone in the audience wishing to speak for or against? Please come to either one of the podiums that's closest to you? They both work. That way we can hear you and our folks on their watch online can hear you as well. Just start with your name and address please.

Glenn Oppenlander, 35284 Elmira, Livonia, MI. I wrote that email, right. Didn't know if I was gonna be able to make it. My business plan changed, so I'm here.

Mr. Wilshaw: We're glad you're here.

Mr. Oppenlander: I am on the south side of the wall. The progress looks good and everything. The neighborhood and ...I thought they were going to show. I guess I'm the representative of all those homes there. And it's a wall if you were to come to our yards, it's just green. You can't see anything through it. We'll miss that. Progress, you know, I was wondering when the day would come. The representative...I'm sorry, I forgot the name. Joe. Joe mentioned you know, maybe leaving a couple...a little room for the trees that are there. I'm asking please don't do that. It'll look like garbage. You know, a couple of old scraggly trees. I really think it would be best to just clear all of that...if it's going to mostly be clear, you know, what are two or three trees are going to do to block anything, and they're not pine or evergreen or anything. So, I think it would look better if you just clear it all out. And then I've got a picture of what one of the neighbors, my neighbor next to me put in their yard, and they're these large, grew somewhat quickly. evergreen trees. I even broke a piece off to bring it if anybody would recognize it. But in the photo, I took, if anybody's interested, I could show it to Joe afterwards, it looks very clean and neat. And if you leave anything there, I mean, there's this, it's all scratched, it's really rough. And if you

leave, you know, like 10 feet of it, it's just gonna look terrible. And I think it would be really best to just clear that out. And these evergreens, they grow quickly, and they are a wall themselves, and it would look a lot neater, you know. They're in a row versus just brush, you know, 10 feet of brush is going to do nothing and look garbagey I think, so, I guess that's my request, if you could consider that.

Mr. Wilshaw: Okay, I think we got the idea. We don't want to have back and forth.

Mr. Eadah: I'd be more than...what I was saying to the Commission through the chair, we'd be more than willing to sit down with the residents and go over all that. So, we're all in concert of what they'd like.

Mr. Wilshaw: Okay, thank you.

Mr. Oppenlander: I was gonna offer that to, you know, anyone's willing, or more than welcome to come meet at our house. We can look in the yard and get a feel for what it...

Mr. Wilshaw: We definitely appreciate those suggestions. Thank you.

Mr. Oppenlander: I guess the only other thing is there is that road coming in. And when cars come in an evergreen might be really useful because you don't like there's two...most of our homes are all two stories, and you know, now you might have headlights coming in bedrooms and things that are kind of raised up above that wall. The homes or it goes up a little bit. So, if there's no like evergreens, I think people are in some of those homes, maybe mine, I don't know, we're gonna have headlights that night, coming into our back of our house. So, I'm just hoping the evergreens is something that...

Mr. Wilshaw: I think you'll find that it actually isn't too much of an issue. It's a valid point to make. But these duplex units that they're looking at are fairly high roofed, in terms of the peak of the roof and also some of them include a bonus from upstairs. So, they are sort of like a Cape Cod, you know, the small second story. So, they'll block the light pretty well. Okay. It's not like it's real low to the ground ranch.

Mr. Oppenlander: Just I was concerned coming off of Plymouth Road that road in the middle of the subdivision. I think it's literally coming in my

neighbor's house. And you know, if, depending on the height, the stuff I'm

Mr. Wilshaw: Sure, it's something that we'll keep an eye on as we go through the process to make sure that that doesn't intrude on your

Mr. Oppenlander: Other than that progress. In the past, other things were recommended to go in that lot and it was shot down and this is the best thing I've seen yet. So anyway, thank you.

Mr. Wilshaw: Well, thank you for your comments, both email and for coming. Thank you. Is there anyone else wishing to speak for against this item? No one else coming forward. Mr. Eadah, is there anything else that you want to comment on before we make our decision?

Mr. Eadah: On just what I said earlier, I'd be more than happy to give this gentleman my phone number and we could sit down and like I said, we want to be good neighbors.

Mr. Wilshaw: Okay, we appreciate that. Thank you. Is there any other questions or comments from anyone in the commission? If not, a motion would be an order.

On a motion by Long, seconded by Dinaro, and unanimously adopted, it was

#08-54-2023 **RESOLVED**, That the City Planning Commission does hereby recommend to the City Council that Petition 2023-06-02-09 submitted by Leo Soave Building Inc. requesting Special Waiver Use approval under Section 5.02 of the Livonia Zoning Ordinance, as amended, to develop a Planned Residential Development consisting of five (5) buildings and a total of eleven (11) residential dwelling units on properties at 35755 and 35841 Plymouth Road, located on the south side of Plymouth Road between Yale Avenue and Levan Road in the Northeast ¼ of Section 32, be approved subject to the following conditions:

1. The Site Plan identified as sheet CS-100, dated June 26, 2023, as revised, prepared by Angle Design & Engineering, is hereby approved and shall be adhered to, except that additional off-street parking and a turnaround shall be provided, and parking on-street parking shall be limited to one side of the street only.
2. The Landscape Planting Plan, identified as sheet LP-1, and the Landscape Notes & Details, identified as sheet LP-2,

dated June 26, 2023, prepared by Nagy Devlin Land Design, are hereby approved and shall be adhered to, except that additional evergreen trees shall be planted along the south side of the property at the direction of the Planning Department.

3. All disturbed lawn areas, including road rights-of-way, shall be sodded instead of hydroseeding.
4. Underground sprinklers shall be provided for all landscaped and sodded areas, and all planted materials shall be installed to the satisfaction of the Inspection Department and, after that, permanently maintained in a healthy condition.
5. The Petitioner shall work with staff on plans to install additional landscaping around the perimeter of the site and other streetscape improvements (i.e., brick piers and fencing) along Plymouth Road.
6. The Exterior Building Elevation Plan, identified as sheet A-7, prepared by Dimensional Design L.L.C., is hereby approved and shall be adhered to.
7. The issues as outlined in the correspondence dated August 1, 2023, from the Fire Marshal shall be resolved to the satisfaction of the Department of Public Safety, Livonia Fire and Rescue.
8. The developer and all contractors and subcontractors shall employ best management practices to prevent, reduce and mitigate the problems associated with soil erosion and airborne dirt and dust from migrating off-site, including provisions for erosion control barriers, daily street sweeping, watering, and halting earthwork activities on days when the wind conditions are likely to cause a problem.
9. Only a conforming entrance marker is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
10. All required cash deposits, certified checks, irrevocable bank letters of credit, and surety bonds shall be deposited with the City before the issuance of engineering permits; and

11. Under Section 13.13 of the Livonia Zoning Ordinance, as amended, this approval is valid for one year only from the date of approval by the City Council. Unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

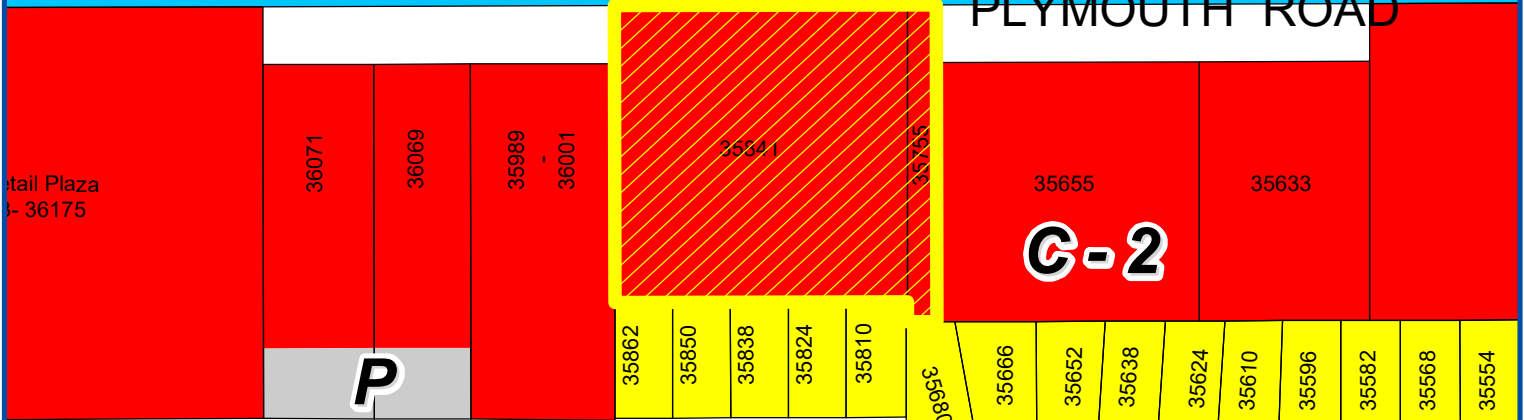
FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 of Livonia Zoning Ordinance, as amended.

Mr. Wilshaw: Is there any discussion?

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

M-2

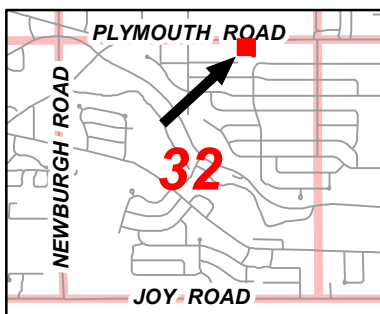
PLYMOUTH ROAD



ELMIRA AVENUE

LEON AVENUE

N 1



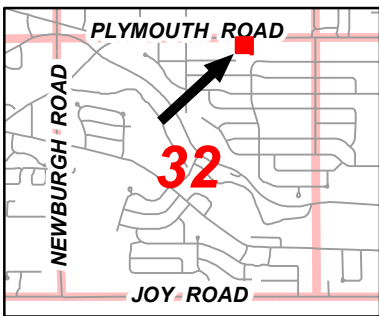
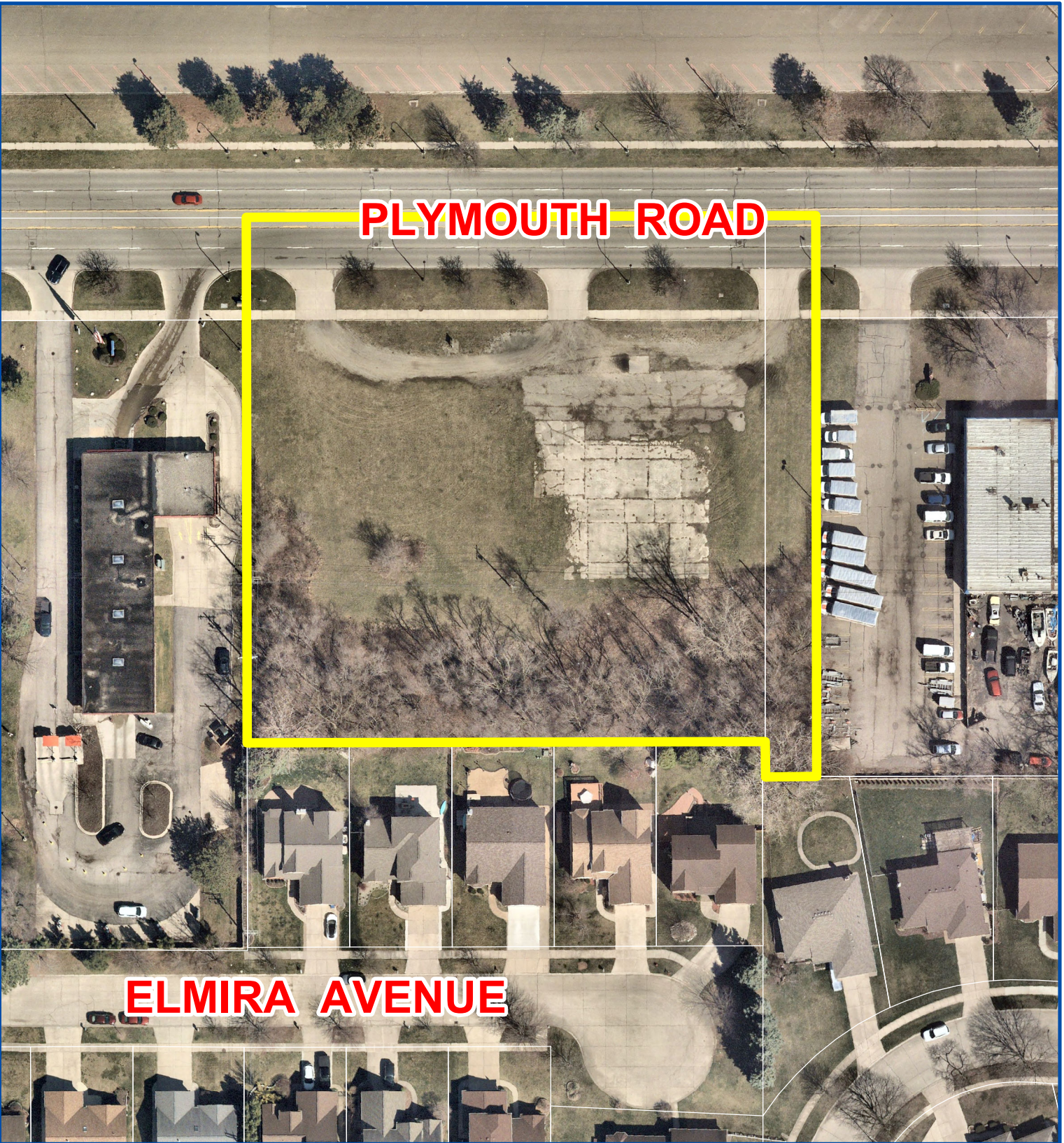
Address & Zoning Map

Petition 2023-06-02-09
Soave Condominium
35755 and 35841 Plymouth Road



Not to Scale

City of Livonia
Planning Department



Aerial Map

Petition 2023-06-02-09
Soave Condominium
35755 and 35841 Plymouth Road



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 1

Petition 2023-06-02-09 submitted by Leo Soave Building Inc. requesting Special Waiver Use approval under Section 5.02 of the Livonia Zoning Ordinance, as amended, to develop a Planned Residential Development consisting of five (5) buildings and a total of eleven (11) residential dwelling units on properties at 35755 and 35841 Plymouth Road, located on the south side of Plymouth Road between Yale Avenue and Levan Road in the Northeast ¼ of Section 32.

August 1, 2023: Study Meeting:

This petition requests special waiver use approval for a Planned Residential Development (PRD). The project location is the former Cockrum's Farm Market on the south side of Plymouth Road, approximately 1,000 feet east of Levan Road. The site consists of two (2) parcels comprising a total land area of 1.93 acres with 334.70 feet of frontage on Plymouth Road and a depth of 308.47 feet. The zoning is C-2, General Business. The proposal is to develop a residential condominium of eleven (11) dwelling units in five (5) buildings.

Section 5.02 of the Zoning Ordinance provides standards for Planned Residential Developments, which are treated as a special waiver use in commercial districts, subject to review and approval by the Planning Commission and City Council. Planned Developments are afforded considerable design flexibility, including modifications in lot sizes and yard requirements. In addition, uses not permitted in the zoning district are allowed when it is determined that such changes will result in more efficient land use and will not be injurious to the surrounding land and the public. Planned Developments under Section 5.02 are intended to help overcome natural and other unique obstacles or constraints that pose challenges to land development under conventional design standards. The final determination is based on the following criteria as outlined in Section 5.02(4):

- a) The proposed use or uses shall be of such location, size, and character as to be in harmony with the appropriate and orderly development of the zoning district in which situated and shall not be detrimental to the orderly development of adjacent zoning districts.
- b) The location and size of the proposed use or uses, the nature and intensity of the principal use and all accessory uses, the site layout and its relation to streets giving access to it shall be such that traffic to and from the use or uses, and the assembly of persons in connection therewith, will not be hazardous or inconvenient to the neighborhood nor conflict with the normal traffic of the neighborhood. In applying this standard, the Commission shall consider, among other things: convenient routes for pedestrian traffic, particularly of children; the relationship of the proposed project to main traffic thoroughfares and to street and road

PUBLIC HEARING

ITEM 1 Petition 2023-06-02-09 – 35755 & 35841 Plymouth Road Page 2

intersections; and the general character and intensity of the existing and potential development of the neighborhood. In addition, where appropriate, the Commission shall determine that noise, vibration, odor, light, glare, heat, electromagnetic or radioactive radiation, or other external effects from any source whatsoever which relates to the proposed use will not have a detrimental impact upon neighboring property or the neighboring area in general.

- c) The location and height of buildings, the location and nature and height of walls and fences, and the nature and extent of the landscaping of the site shall be such that they will not hinder or discourage the proper development and use of adjacent land and buildings nor impair the value thereof.
- d) The standards of density and required open space in the proposed project are at least equal to those required by this Ordinance in the zoning district in which the proposed project is to be located.

To the west and east of the site are commercial properties that front along Plymouth Road, zoned C-2. Single-family homes within the Elmira Court Subdivision zoned N1 (Neighborhood Single Family) border the property to the south. And to the north, across Plymouth Road, is the Ford Motor Company Transmission Plant, zoned M-2 (General Manufacturing).

The site layout shows five (5) buildings, including four (4) duplex condominiums and one (1) triplex. Access would be provided via a twenty-four-foot (24') wide drive from Plymouth Road. The proposed road is positioned near the center of the property, where it would extend south for a distance of approximately 130 feet and intersect with a second street that runs from east to west, forming a "T" street pattern. None of the proposed driveways for the homes would have direct access to Plymouth Road.

Units 1 thru 7 would have access to the street along the development's south side, and Units 8 thru 11 would have access from the street that extends south from Plymouth Road. The building in the site's southwest corner is the only triplex containing Units 1 thru 3. The middle building has Units 4 and 5, and the building in the southeast corner contains Units 6 and 7. The two (2) other duplex condominium buildings on either side of the main entry road have Units 8 and 9 on the east side and Units 10 and 11 on the west side.

The setback of the homes adjacent to Plymouth Road, Units 9 and 10, would be thirty feet (30'). On the south side, where the project abuts the Elmira Court Subdivision, the rear of Units 1 thru 7 would be setback thirty-five feet (35'). Each unit has a one-car garage. Section 9.05 of the Zoning Ordinance requires two (2) parking spaces per residence. With the garage and one (1) available space in the driveway in front of the garage, each unit would meet the parking requirement.

PUBLIC HEARING

ITEM 1 Petition 2023-06-02-09 – 35755 & 35841 Plymouth Road Page 3

The homes would be two (2) stories in height. On the ground floor of each unit, the floor plan shows two (2) bedrooms, a living/dining area, a kitchen, a half bath, a full bath, and a laundry/mechanical room. The second floor would contain a third bedroom and a full bath. Each condominium would have a gross floor area of approximately 1,633 square feet. The combined total floor area of all five (5) buildings equals 17,963 square feet, representing a Usable Floor Area in the Percentage of Lot Area of 21%. Section 4.03 specifies that one-family dwellings and accessory buildings shall not cover more than 35% of the lot area.

The buildings would be constructed out of brick and vinyl siding. The roofs would be peaked, consisting of asphalt shingles.

New landscaping would be installed throughout the site. The landscape plan shows a mix of trees and shrubs in the setback along Plymouth Road and every unit's front yard. To manage the site's storm runoff, a linear bioretention swale/basin would be constructed along portions of the east and south sides of the property. This feature would be planted with trees and a wetland seed mix and provide on-site treatment of the stormwater until it slowly seeps into the ground. The plan does not note or show any Plymouth Road Development Authority (PRDA) streetscape improvements. No internal sidewalks are proposed. A sidewalk currently exists adjacent to this site along Plymouth Road.

The Livonia Vision 21 Future Land Use Map designates the subject site as *Corridor Commercial*. Appropriate land uses of this designation include office, general retail commercial, food service, townhomes, apartments, and attached and upper-story residential uses. Automotive-oriented uses such as gas stations, auto repair, or drive-thru facilities may also be appropriate.

A Master Deed and bylaws outlining the rules and regulations for this development have not been submitted at this time.

August 15, 2023: Public Hearing:

Approving Resolution: The request to develop a Planned Residential Development on properties at 35755 and 35841 Plymouth Road is hereby approved, subject to City Council approval and the following conditions:

1. The Site Plan identified as sheet CS-100, dated June 26, 2023, as revised, prepared by Angle Design & Engineering, is hereby approved and shall be adhered to.

PUBLIC HEARING

ITEM 1 Petition 2023-06-02-09 – 35755 & 35841 Plymouth Road Page 4

2. The Landscape Planting Plan, identified as sheet LP-1, and the Landscape Notes & Details, identified as sheet LP-2, dated June 26, 2023, prepared by Nagy Devlin Land Design, are hereby approved and shall be adhered to.
3. All disturbed lawn areas, including road rights-of-way, shall be sodded instead of hydroseeding.
4. Underground sprinklers shall be provided for all landscaped and sodded areas, and all planted materials shall be installed to the satisfaction of the Inspection Department and, after that, permanently maintained in a healthy condition.
5. The Petitioner shall work with staff and the Plymouth Road Development Authority (PRDA) on plans to install additional landscaping and other streetscape improvements (i.e., brick piers and fencing) along Plymouth Road.
6. The Exterior Building Elevation Plan, identified as sheet A-7, prepared by Dimensional Design L.L.C., is hereby approved and shall be adhered to.
7. The issues as outlined in the correspondence dated August 1, 2023, from the Fire Marshal shall be resolved to the satisfaction of the Department of Public Safety, Livonia Fire and Rescue.
8. The developer and all contractors and subcontractors shall employ best management practices to prevent, reduce and mitigate the problems associated with soil erosion and airborne dirt and dust from migrating off-site, including provisions for erosion control barriers, daily street sweeping, watering, and halting earthwork activities on days when the wind conditions are likely to cause a problem.
9. Only a conforming entrance marker is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
10. All required cash deposits, certified checks, irrevocable bank letters of credit, and surety bonds shall be deposited with the City before the issuance of engineering permits; and
11. Under Section 13.13 of the Livonia Zoning Ordinance, as amended, this approval is valid for one year only from the date of approval by the City Council. Unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

PUBLIC HEARING

ITEM 1 Petition 2023-06-02-09 – 35755 & 35841 Plymouth Road Page 5

Denying Resolution: This request to develop a Planned Residential Development on properties at 35755 and 35841 Plymouth Road is denied for the following reasons:

1. The petitioner has failed to affirmatively show that the proposed use complies with all the special and general waiver use standards of the Zoning Ordinance.
2. The petitioner failed to demonstrate a need to use the Planned Residential Development option to develop the subject property.
3. The layout, number of buildings, and condominiums proposed for the development would negatively affect the neighboring properties.
4. That the proposed use is incompatible and not in harmony with the surrounding uses in the area.
5. The proposal significantly impacts adjoining parcels, public services, and community planning efforts.
6. That approving this request would allow a use that is inconsistent with the surrounding land uses, and
7. The petitioner has failed to comply with all the necessary concerns for the safety and welfare of the City and its residents.

PROPOSED CONDOMINIUM

PLYMOUTH RD., LIVONIA, WAYNE COUNTY, MI

*LEGAL DESCRIPTION (PARCEL ID-125-99-0010-006)(#35841)

THE NORTH 310.00 FT OF THE EAST 6.35 ACRES OF THE NORTH 18.45 ACRES OF THE WEST 1/2 OF THE NE 1/4 SECTION 32, T. 1 S., R. 9 E., BEGINNING N 89°39'43" W 1291.22 FEET FROM THE NE CORNER OF SECTION 32, THENCE S 00°27'54" W 330 FFET; THENCE N 89°39'43" W 30 FEET; THENCE N 00°27'54" E 330 FEET; THENCE S 89°39'43" E 30 FEET TO POINT OF BEGINING. 0.23 ACRES

*LEGAL DESCRIPTION (PARCEL ID-125-99-0004-000)(#35755)

PART OF THE NE ONE-QUATER (1/4) OF SECTION 32, T. 1 S., R. 9 E., BEGINNING N 89°39'43" W 1291.22 FEET FROM THE NE CORNER OF SECTION 32, THENCE S 00°27'54" W 330 FFET; THENCE N 89°39'43" W 30 FEET; THENCE N 00°27'54" E 330 FEET; THENCE S 89°39'43" E 30 FEET TO POINT OF BEGINING. 0.23 ACRES

BENCHMARKS

WAYNE COUNTY BM 74-50A
BRONZE DISC IN CONCRETE POST AT S.W.
CORNER INTERSECTION OF PLYMOUTH & LEVAN
ROADS. B.M. IS 57' S. OF CENTERLINE OF
PLYMOUTH ROAD AND 40' W. OF CENTERLINE
OF LEVAN.
ELEV. = 678.44 USC&GS

BM #1 - TOP OF CONC. BASE, WEST SIDE OF
LIGHT POLE NEAR EAST PROPERTY LINE.
ELEV. = 676.28 USC&GS

BM #2 - TOP OF CONC. PAD, SOUTHEAST
CORNER OF PEDESTAL NEAR NORTHWEST
CORNER OF PROPERTY.
ELEV. = 676.67 USC&GS

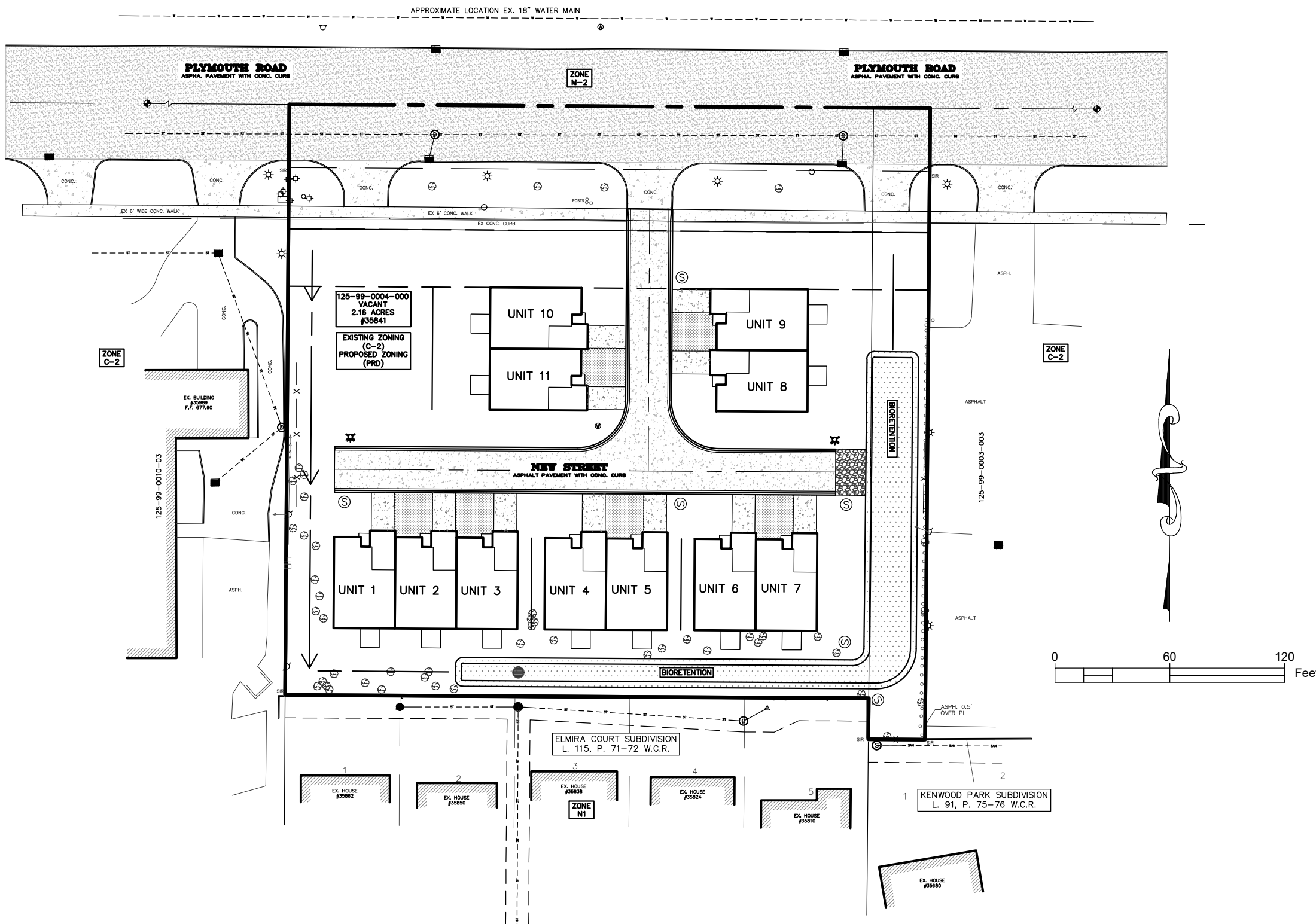
SITE DATA:
*NET AREA 2.38 ACRES

SITE ZONING:
*EXISTING ZONING DISTRICT "C-2"
*PROPOSED ZONING DISTRICT "PRD"

TOTAL NUMBER OF PROPOSED UNITS 11 UNITS

SITE SETBACKS:
*FRONT YARD 15'
*REAR YARD 8'
*SIDE YARD 8' (16' TOTAL)

OPEN SPACE 0.97 ACRES



DEVELOPER

LEO SOAVE (586-219-7880)
LEO SOAVE BUILDING COMPANY, INC.
37771 SEVEN MILE ROAD
LIVONIA, MI 48152

ENGINEER

FADI KHALIL, PE. (313-258-2036)
ANGLE DESIGN & ENGINEERING LLC.
22417 CRANBROOKE DRIVE
NOVI, MI 48375

Sheet List Table

Sheet Number	Sheet Title
CS1-100	COVER SHEET
CD-100	DEMOLITION PLAN
CS-100	SITE PLAN
CG-100	GRADING PLAN
CG-101	DRAINAGE AREA
CU-100	UTILITY PLAN
CU-101	STORM SEWER CALCULATIONS & DETAILS
CU-200	WATER MAIN PROFILES
CU-300	SANITARY SEWER PROFILES
CS-300	SOIL EROSION & SEDIMENTATION PLAN
CS-301	SOIL EROSION & SEDIMENTATION NOTES

REFERENCE DRAWINGS

- 1- BOUNDARY AND TOPOGRAPHICAL SURVEY
2- ARCHITECTURAL PLAN

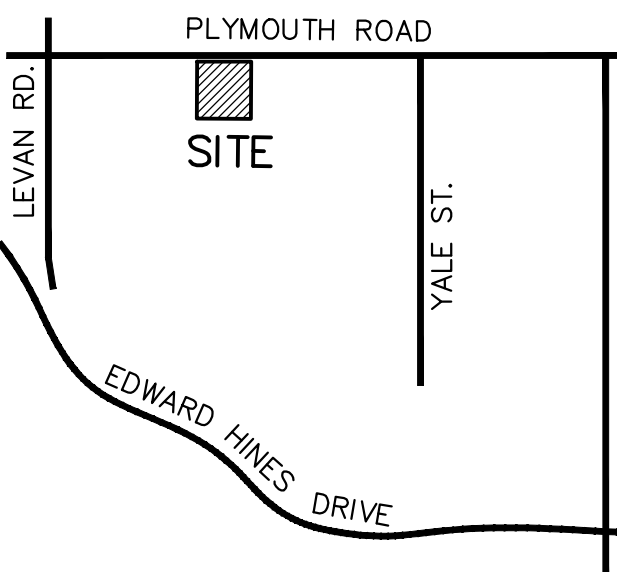
CLIENT
LEO SOAVE
(586-219-7880)
LEO SOAVE BUILDING
COMPANY, INC.
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LIVONIA, MI 48152

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ISSUES	No.	DESCRIPTION	DATE
	1	PRE LAYOUT	03-06-2023
	2	PRE LAYOUT-1	03-08-2023
	3	WAVER USE APPLICATION	06-26-2023
	4		

NOT FOR
CONSTRUCTION



LOCATION MAP
NOT TO SCALE

SEAL



Angle Design & Engineering

22417 Cranbrooke Drive, Novi, Michigan 48375
Phone: (313) 258-2036 Email: Fadi@AngledesignLLC.com
Website: WWW.ANGLEDESIGNLLC.COM

PROJECT

PROPOSED CONDOMINIUM
35655 PLYMOUTH ROAD
LIVONIA, MI 48150

PROJECT NO:

2023-320

SCALE:

NTS

DRAWN BY:

M. K.

CHECKED BY:

F. K.

PROJECT MGR:

F. K.

APPROVED BY:

F. K.

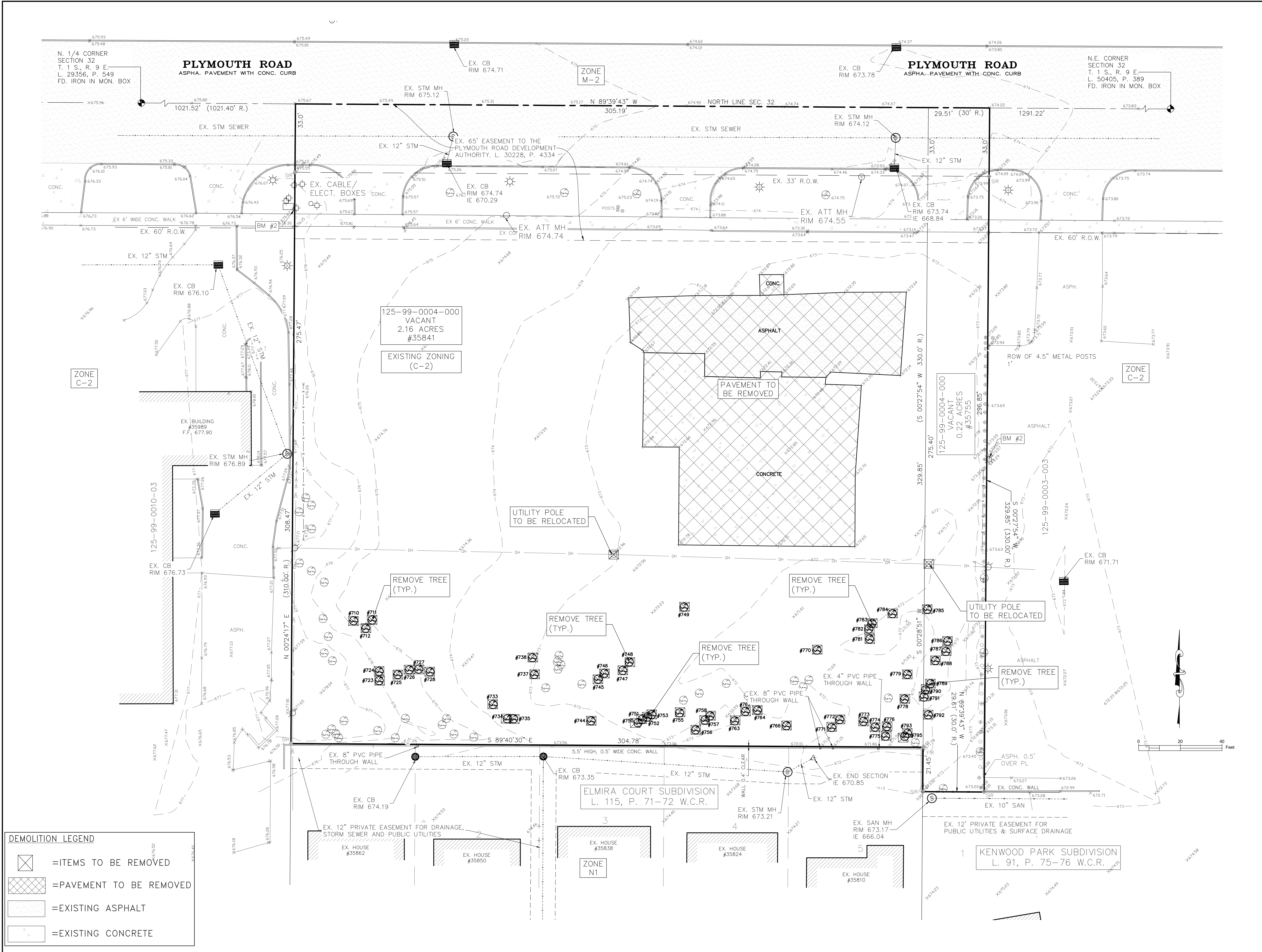
SHEET TITLE

COVER SHEET

SHEET NUMBER

CS1-100

ISSUE



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(586-219-7880)
LEO SOAVE BUILDING
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LIVONIA, MI 48152

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MISSDIG
811

LOCATION MAP
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SEAL

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PROJECT NO:
2023-320

SCALE:
1"=20'

DRAWN BY:
M. K.

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F. K.

PROJECT MGR:
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APPROVED BY:
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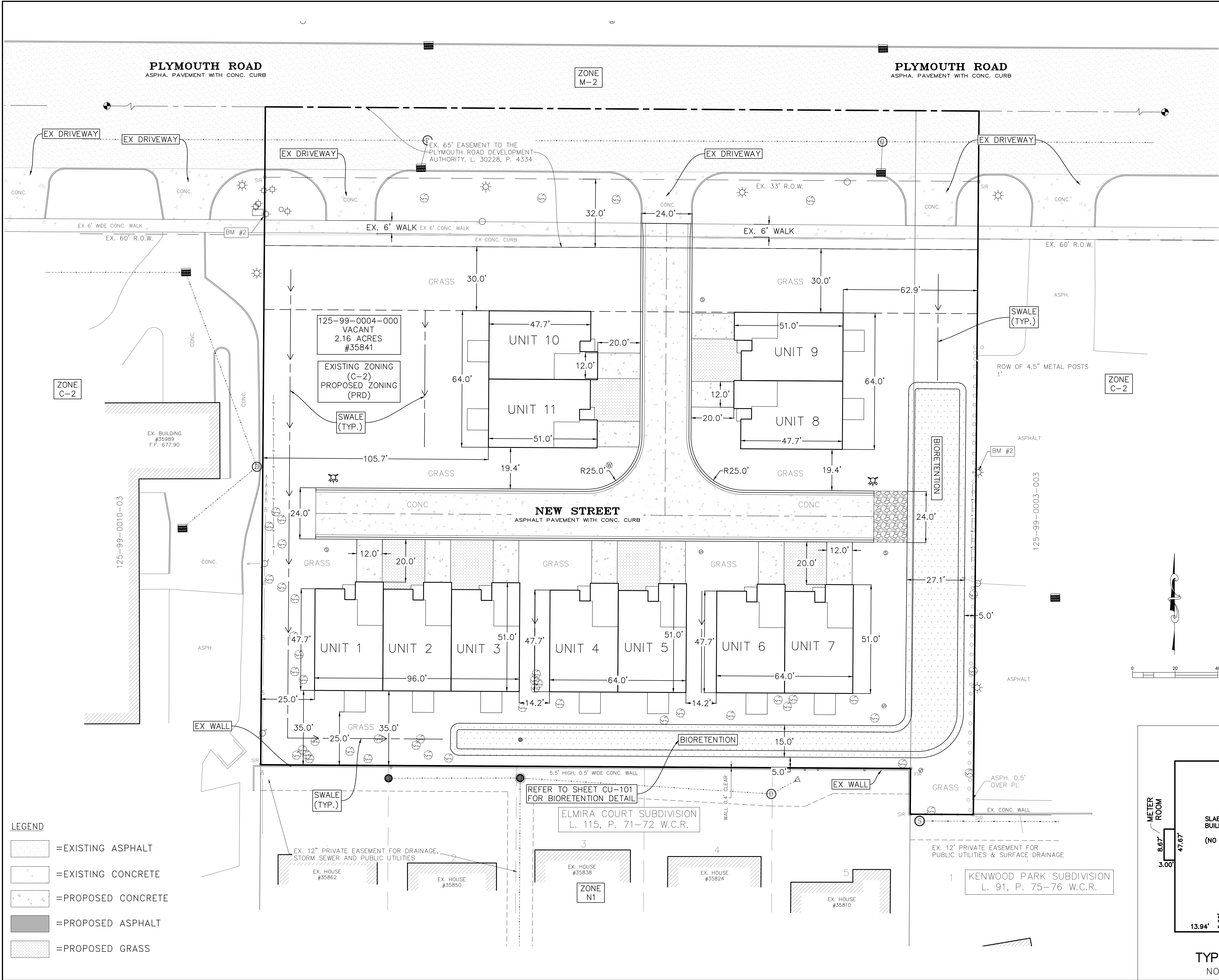
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DEMOLITION
PLAN

SHEET NUMBER

ISSUE

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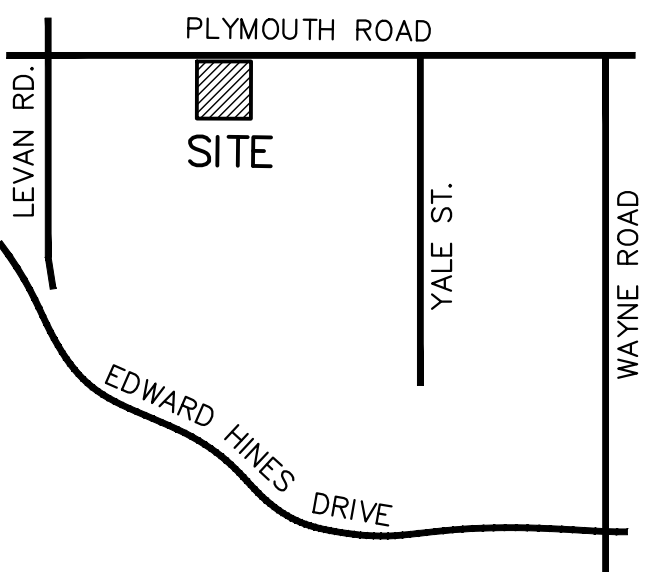


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LOCATION MAP
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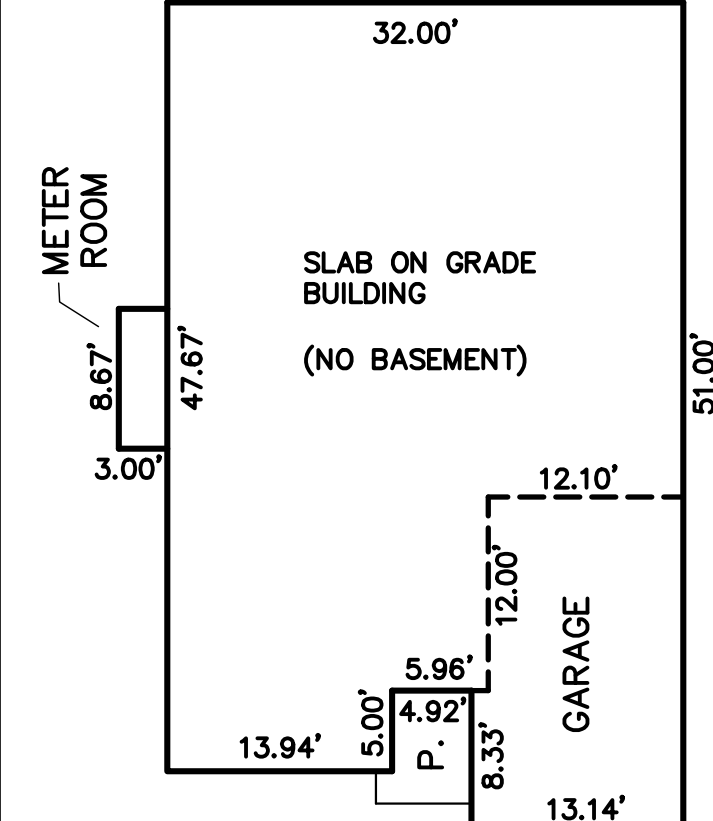
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35655 PLYMOUTH ROAD
LIVONIA, MI 48150

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PROJECT MGR: F. K.	APPROVED BY: F. K.

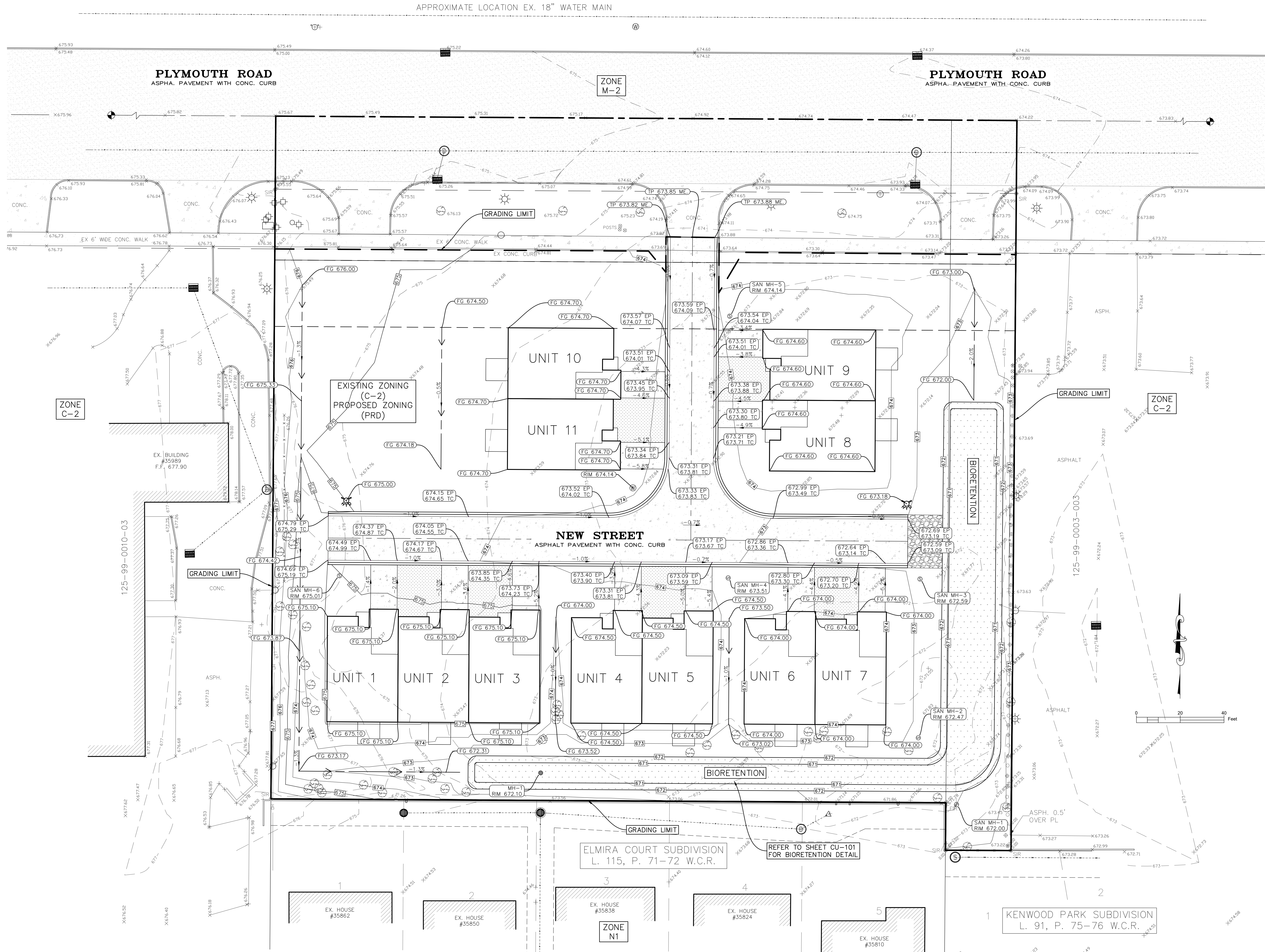
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SITE PLAN

SHEET NUMBER
CS-100

ISSUE



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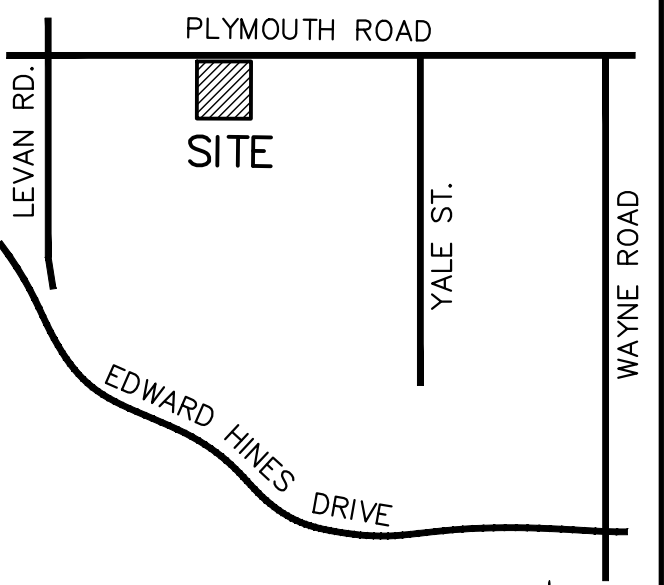


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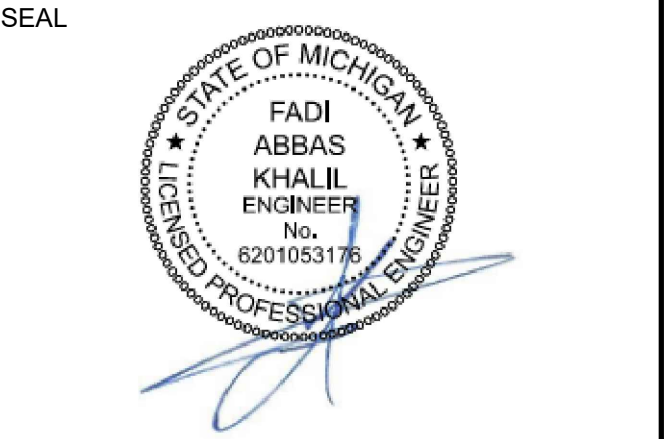
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2023-320

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DRAWN BY:
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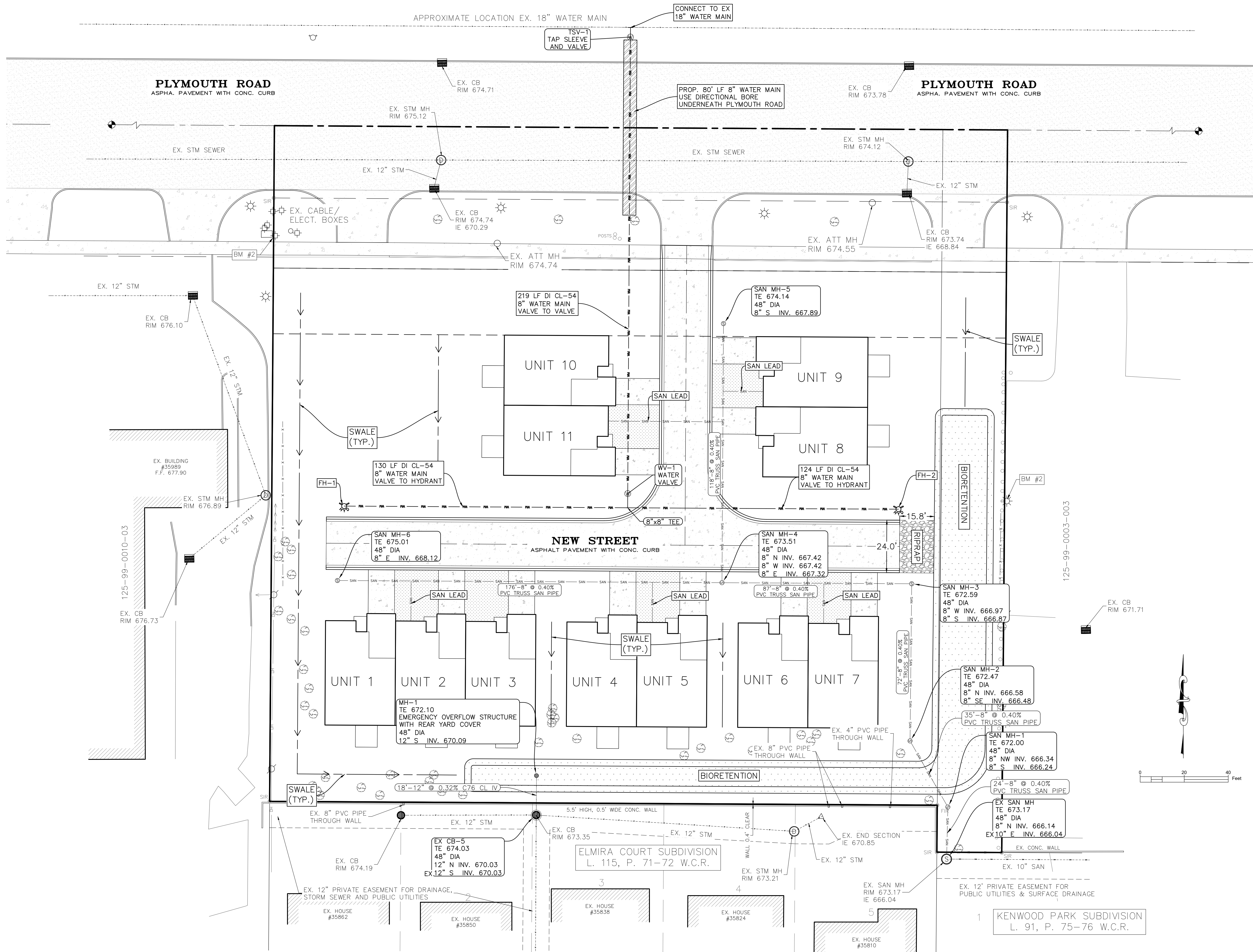
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F. K.

APPROVED BY:
F. K.

SHEET TITLE
GRADING PLAN

SHEET NUMBER
CG-100

ISSUE

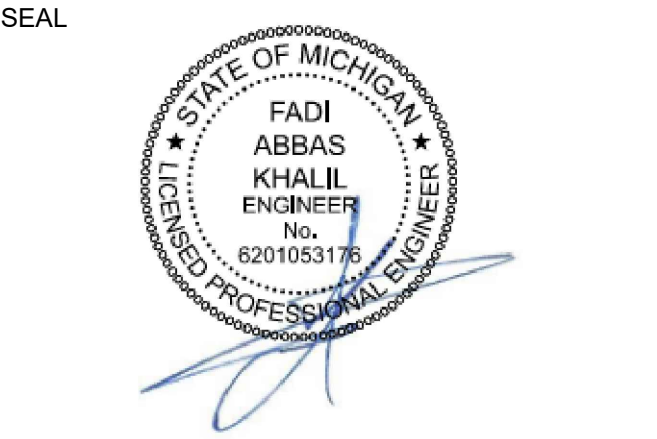
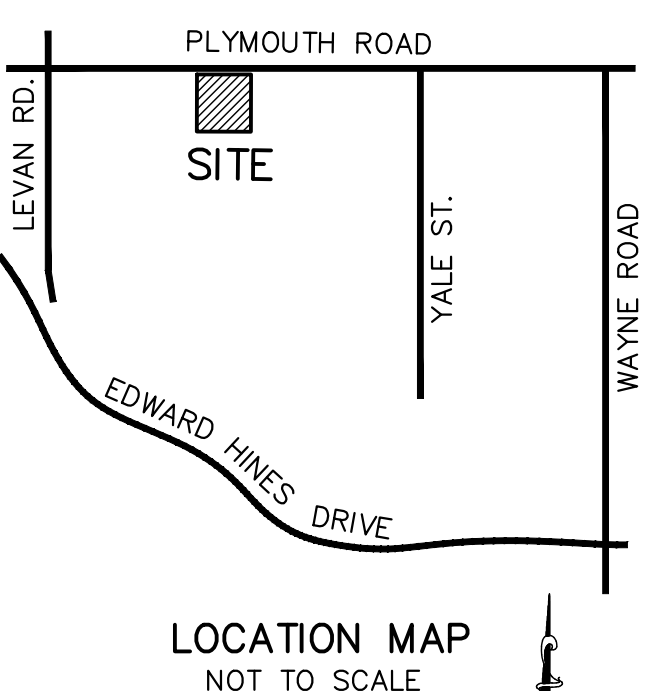


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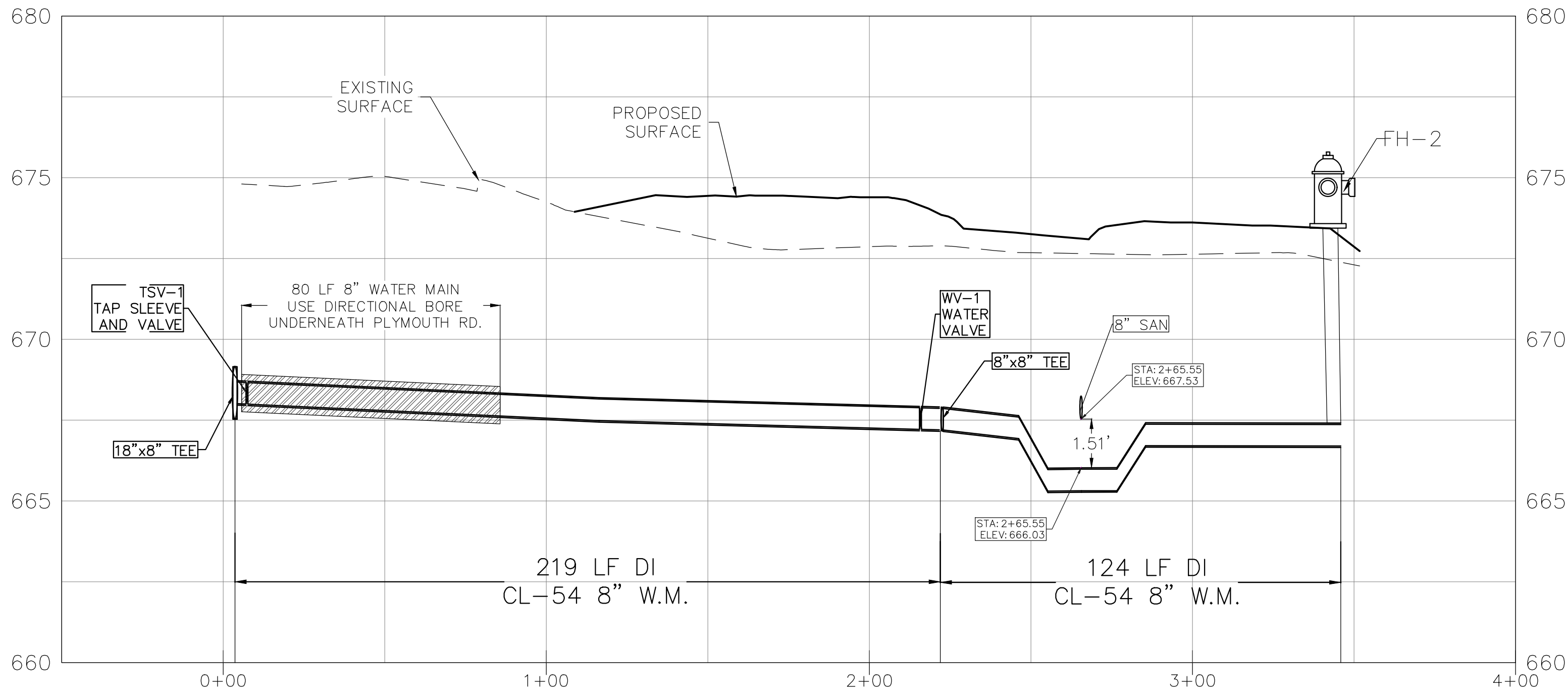
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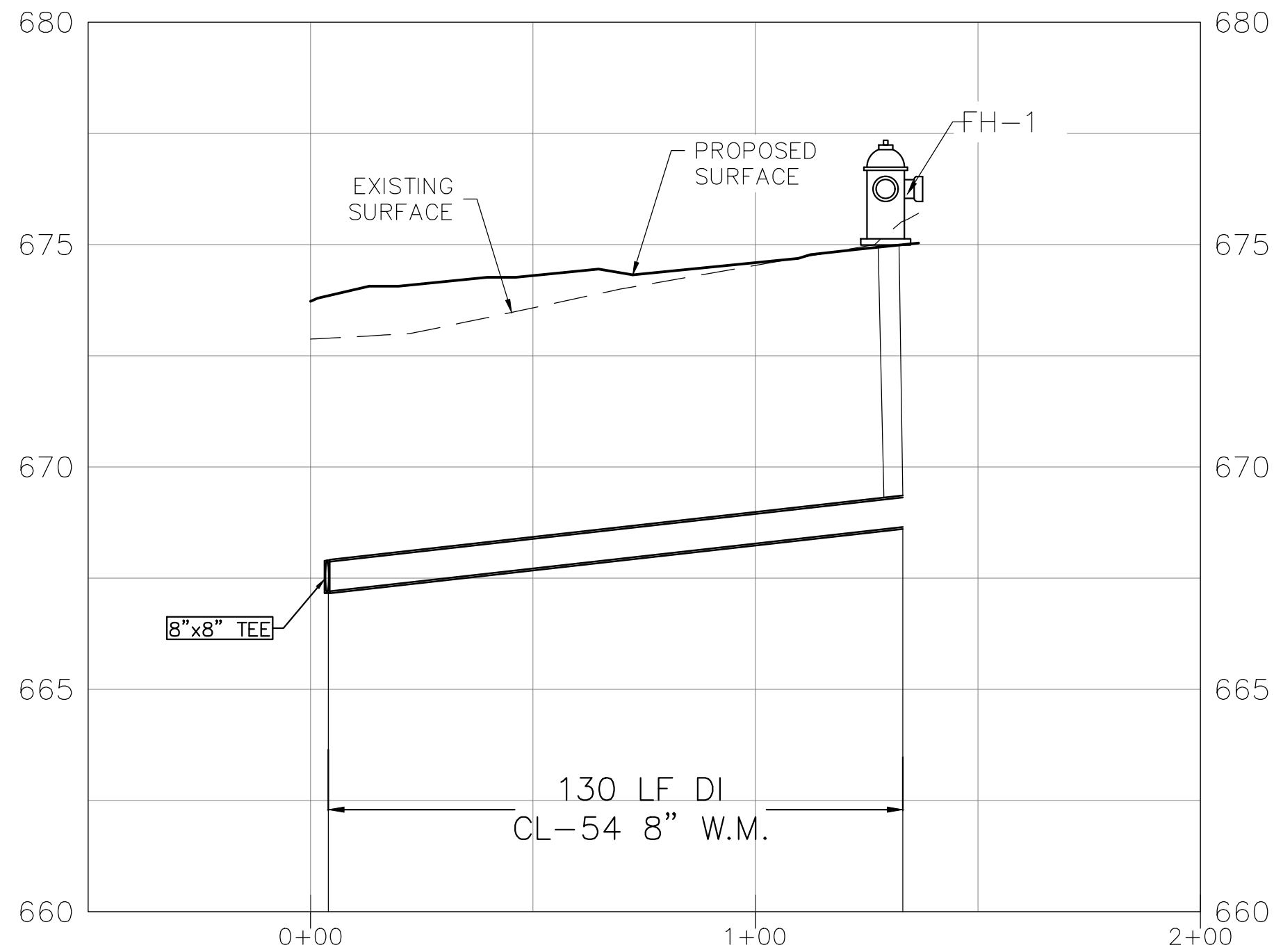
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DRAWN BY: M. K.	CHECKED BY: F. K.
PROJECT MGR: F. K.	APPROVED BY: F. K.

SHEET TITLE
UTILITY PLAN

SHEET NUMBER CU-100	ISSUE
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WATER-1 PROFILE
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V: 1"=3'



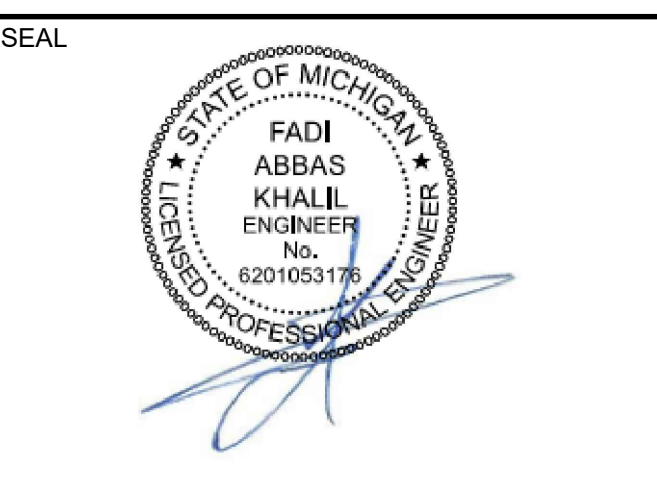
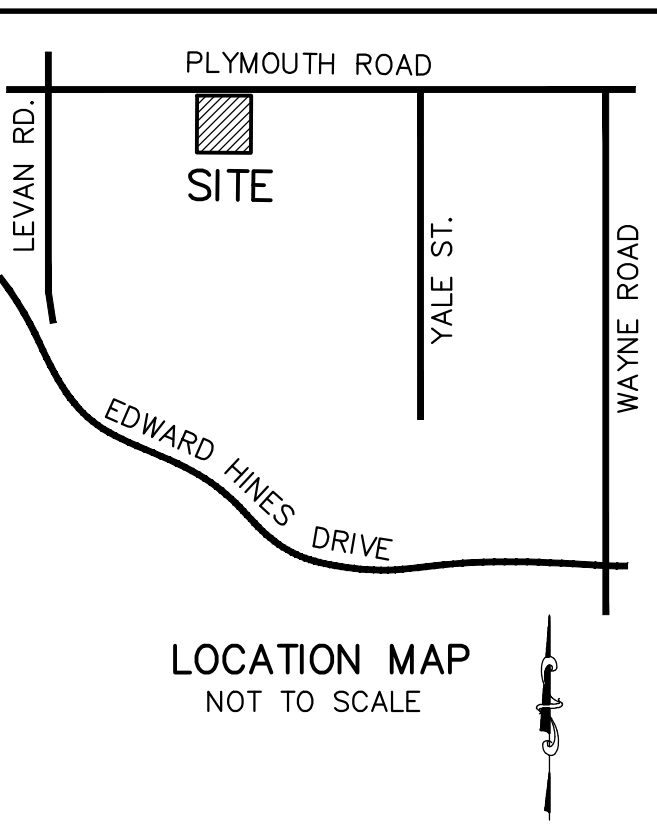
WATER-2 PROFILE
H: 1"=30'
V: 1"=3'

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CONSTRUCTION**



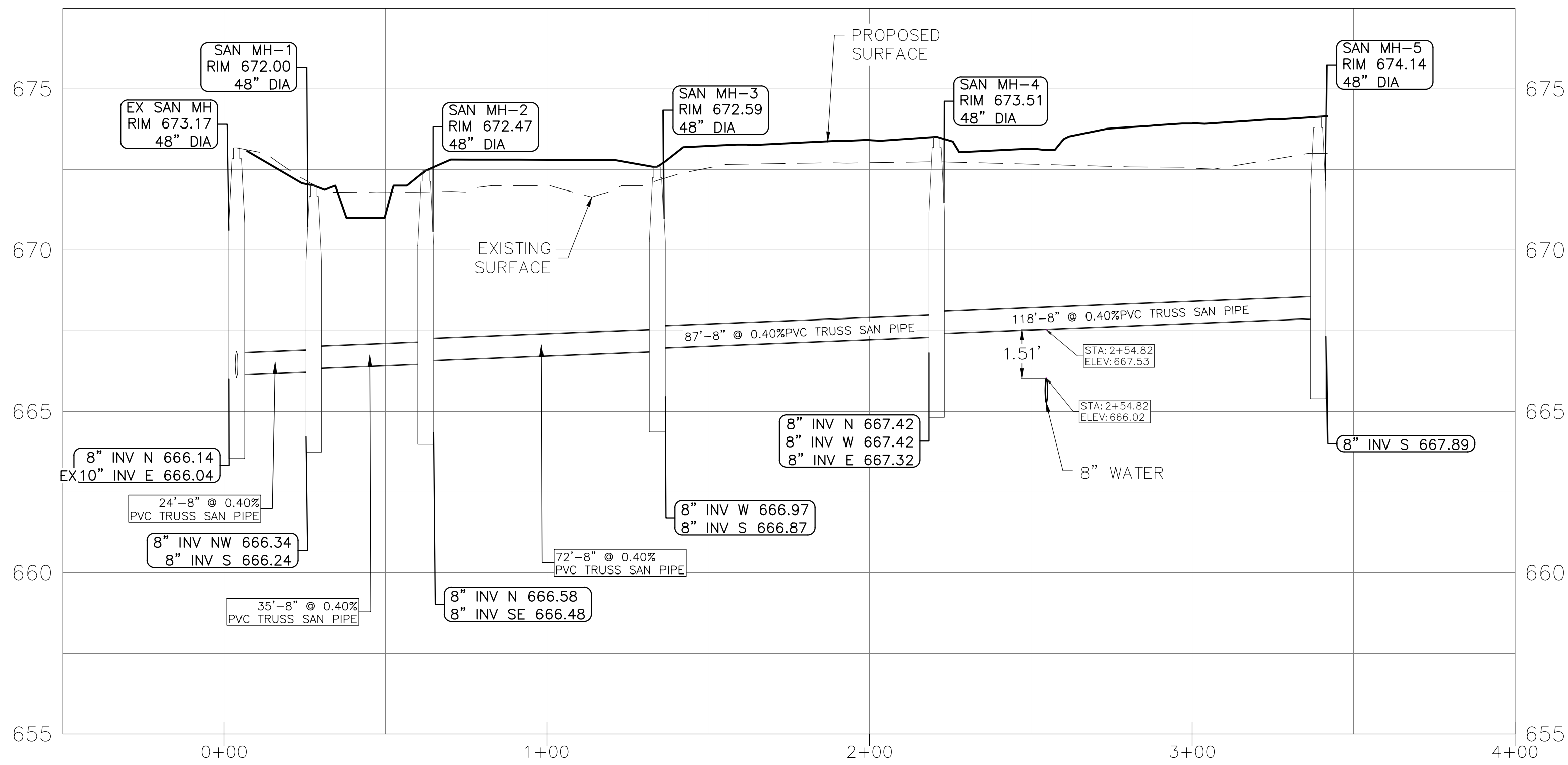
Angle Design & Engineering
22417 Cranbrook Drive, Novi, Michigan 48375
Phone: (313) 258-2036 Email: Fadi@AngledesignLLC.com
Website: WWW.ANGLEDESIGNLLC.COM

PROJECT
PROPOSED CONDOMINIUM
35655 PLYMOUTH ROAD
LIVONIA, MI 48150

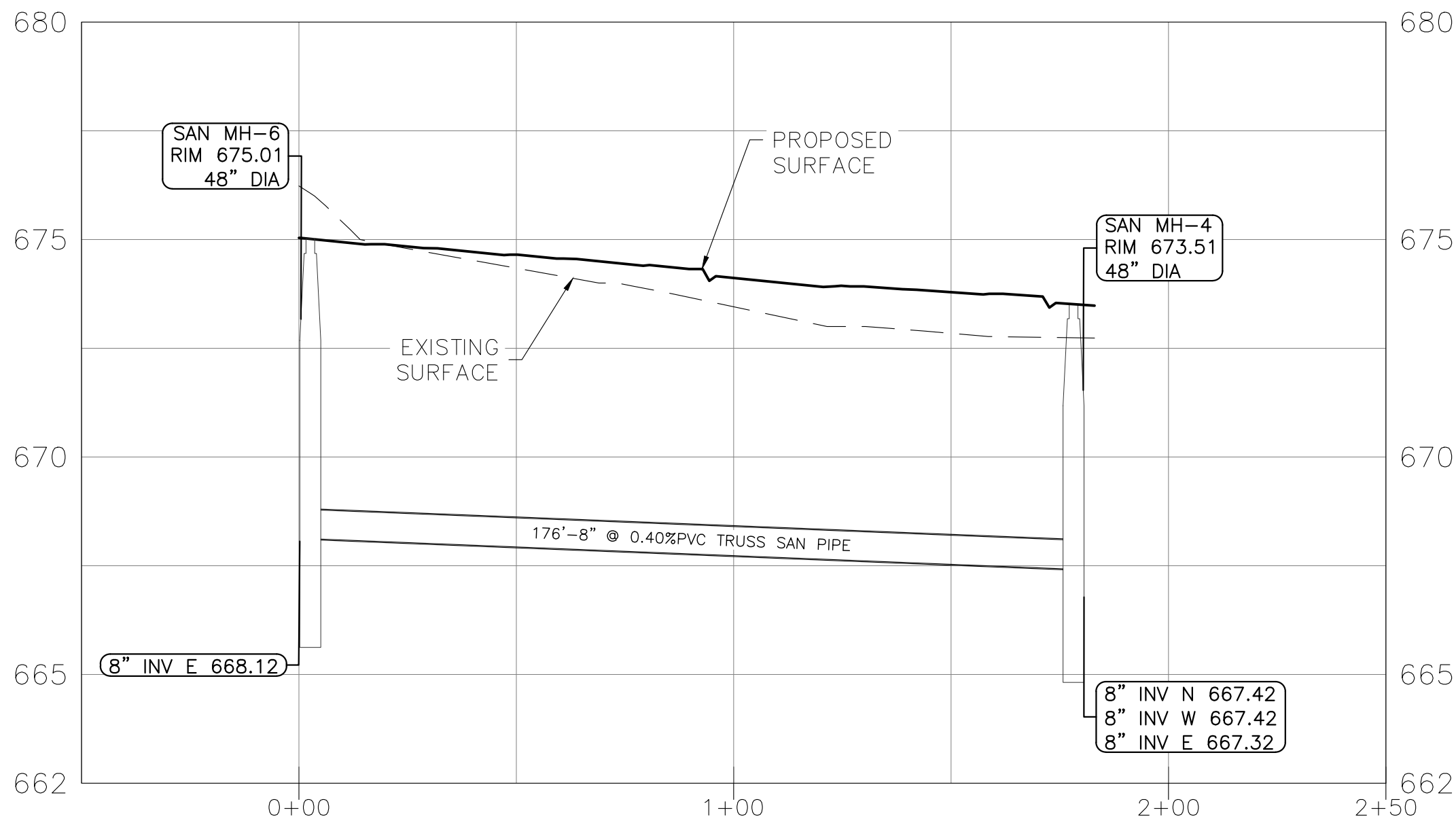
PROJECT NO: 2023-320	SCALE: 1"=30'
DRAWN BY: M. K.	CHECKED BY: F. K.
PROJECT MGR: F. K.	APPROVED BY: F. K.

SHEET TITLE
**WATER MAIN
PROFILES**

SHEET NUMBER	ISSUE
CU-200	



SANITARY-1 PROFILE
H: 1"=30'
V: 1"=3'



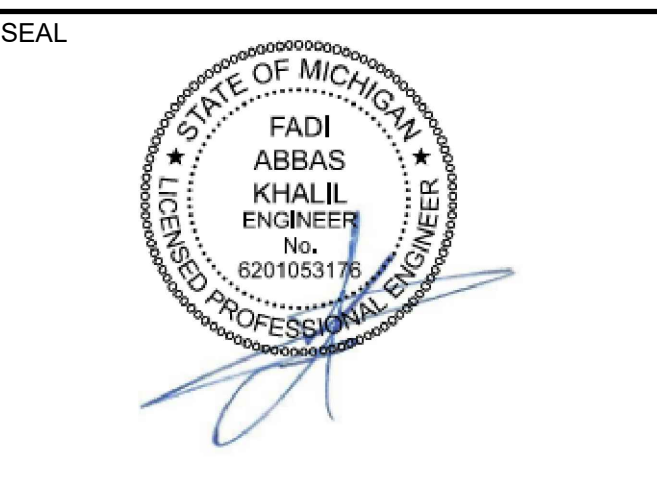
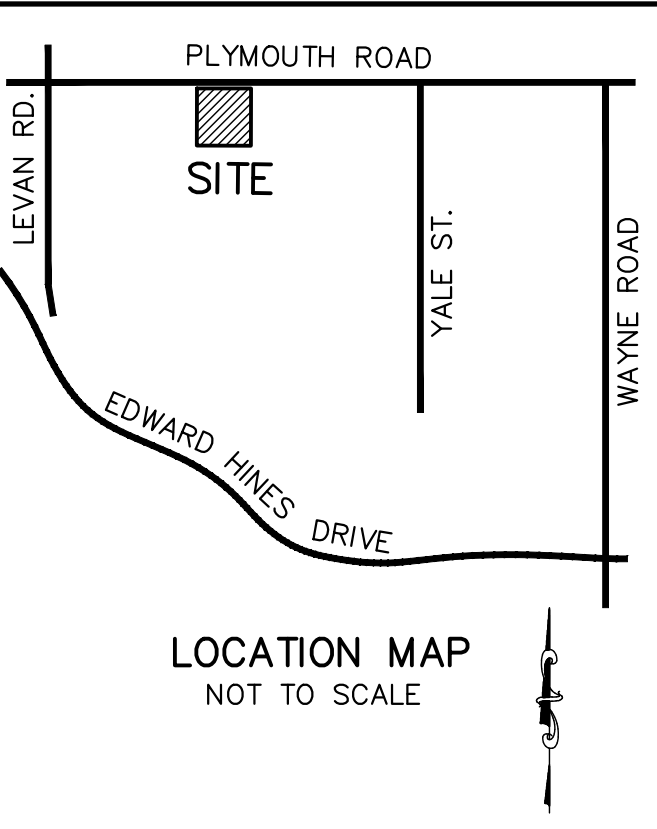
SANITARY-2 PROFILE
H: 1"=30'
V: 1"=3'

CLIENT
LEO SOAVE
(586-219-7880)
LEO SOAVE BUILDING
COMPANY, INC.
37771 SEVEN MILE ROAD
LIVONIA, MI 48152

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ISSUES		
No.	DESCRIPTION	DATE
1	PRE. LAYOUT	03-06-2023
2	PRE. LAYOUT-1	03-08-2023
3	WAVER USE APPLICATION	06-26-2023
4		

**NOT FOR
CONSTRUCTION**



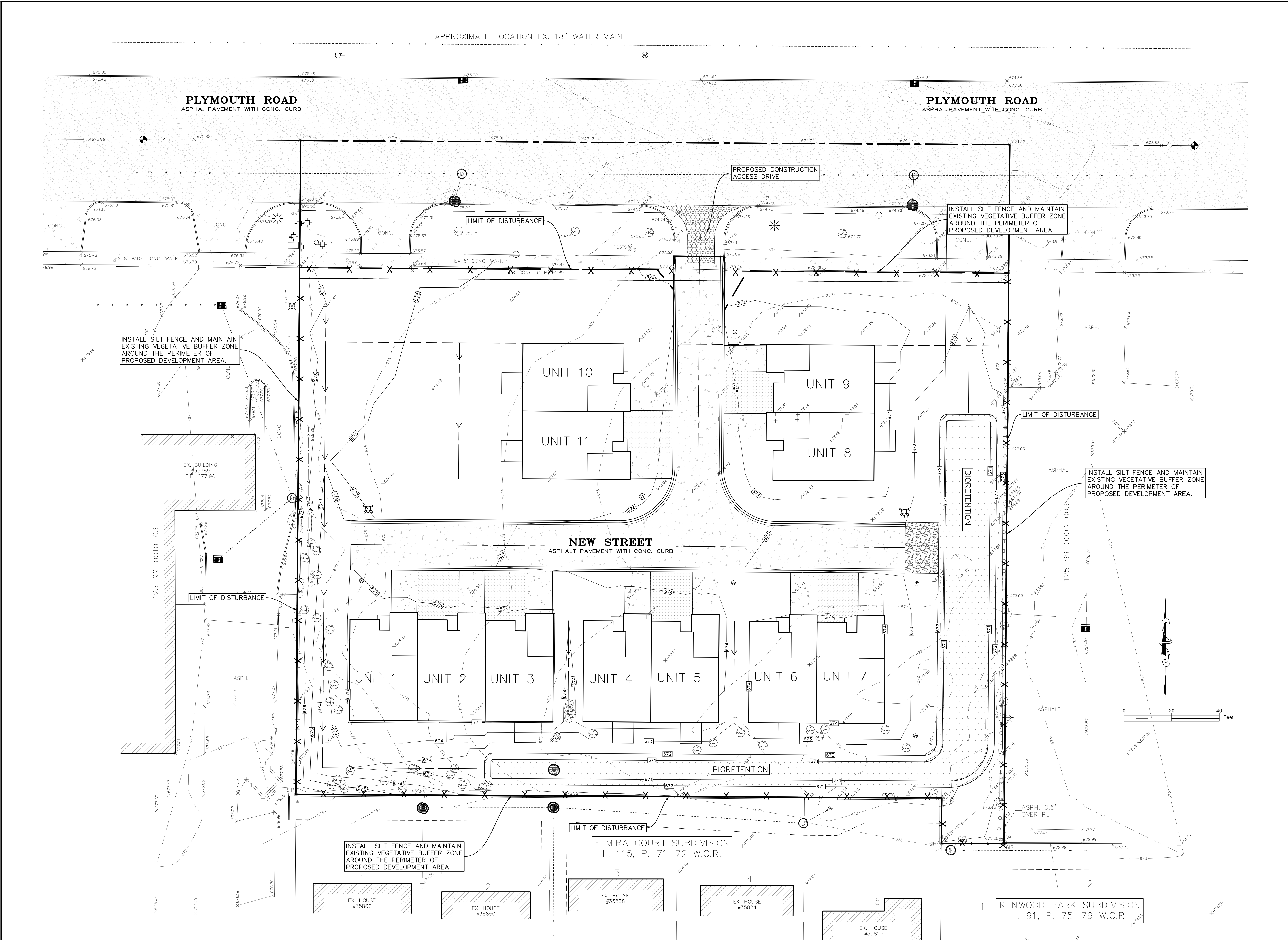
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PROJECT
PROPOSED CONDOMINIUM
35655 PLYMOUTH ROAD
LIVONIA, MI 48150

PROJECT NO: 2023-320	SCALE: 1"=30'
DRAWN BY: M. K.	CHECKED BY: F. K.
PROJECT MGR: F. K.	APPROVED BY: F. K.

SHEET TITLE
**SANITARY SEWER
PROFILES**

SHEET NUMBER	ISSUE
CU-300	



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ISSUES	No.	DESCRIPTION	DATE
1	PRE LAYOUT	03-06-2023	
2	PRE LAYOUT-1	03-08-2023	
3	WAIVER USE APPLICATION	06-26-2023	
4			

NOT FOR CONSTRUCTION

MISS DIG 811

PLYMOUTH ROAD
SITE
LEVAN RD
EDWARD HINES DRIVE
YALE ST.
WAYNE ROAD

LOCATION MAP
NOT TO SCALE

SEAL
STATE OF MICHIGAN
FADI
ABBAS
KHALIL
ENGINEER
No. 6201053176
LICENSED PROFESSIONAL ENGINEER

Angle Design & Engineering
22417 Cranbrook Drive, Novi, Michigan 48375
Phone: (313) 258-2036 Email: Fadi@AngledesignLLC.com
Website: WWW.ANGLEDESIGNLLC.COM

PROJECT
PROPOSED CONDOMINIUM
35655 PLYMOUTH ROAD
LIVONIA, MI 48150

PROJECT NO:	SCALE:
2023-320	1"=20'

DRAWN BY:	CHECKED BY:
M. K.	F. K.

PROJECT MGR:	APPROVED BY:
F. K.	F. K.

SHEET TITLE
SOIL EROSION & SEDIMENTATION PLAN

SHEET NUMBER	ISSUE
CS-300	

SOIL EROSION & SEDIMENT CONTROL NOTES

1. ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM TO STANDARDS AND SPECIFICATIONS OF THE CITY OF LIVONIA.
2. DAILY INSPECTIONS SHALL BE MADE BY CONTRACTOR FOR EFFECTIVENESS OF EROSION AND SEDIMENTATION CONTROL MEASURES, AND ANY NECESSARY REPAIRS SHALL BE PERFORMED WITHOUT IMMEDIATELY
3. EROSION AND ANY SEDIMENTATION FROM WORK ON THIS SITE SHALL BE CONTAINED ON THE SITE AND NOT ALLOWED TO COLLECT ON ANY OFF-SITE AREAS OR IN WATERWAYS. WATERWAYS INCLUDE BOTH NATURAL AND MAN-MADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES AND PONDS.
4. CONTRACTOR SHALL APPLY TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES WHEN REQUIRED AND AS DIRECTED ON THESE PLANS. HE SHALL REMOVE TEMPORARY MEASURES AS SOON AS PERMANENT STABILIZATION OF SLOPES, DITCHES, AND OTHER EARTH CHANGES HAVE BEEN ACCOMPLISHED.
5. STAGING THE WORK WILL BE DONE BY THE CONTRACTOR AS DIRECTED IN THESE PLANS AND AS REQUIRED TO ENSURE PROGRESSIVE STABILIZATION OF DISTURBED EARTH.
6. SOIL EROSION CONTROL PRACTICES WILL BE ESTABLISHED IN EARLY STAGES OF CONSTRUCTION BY THE CONTRACTOR. SEDIMENT CONTROL PRACTICES WILL BE APPLIED AS A PERIMETER DEFENSE AGAINST ANY TRANSPORTING OF SILT OFF THE SITE.

EROSION CONTROL MEASURES & SEQUENCE OF CONSTRUCTION

1. INSTALL SILT FENCE AS SHOWN.
2. STRIP AND STOCKPILE TOPSOIL FROM PROPOSED PAVED AREAS. STOCKPILES SHALL BE LOCATED AWAY FROM DRAINAGE COURSES AND SHALL BE GRADED AND SEEDED.
3. INSTALL UTILITIES. INSTALL GEOTEXTILE FILTER CLOTH ON ALL CATCH BASINS AND INLET STRUCTURES.
4. INSTALL BASINS. STABILIZE SIDE SLOPES WITH SEED AND MULCH BLANKETS IMMEDIATELY. INSTALL SILT FENCE AT THE TOP OF THE BASIN THEN INSTALL PAVING
5. FINAL GRADE, REDISTRIBUTE STOCKPILE TOPSOIL, ESTABLISH VEGETATION AND/OR LANDSCAPE ALL DISTURBED AREAS NOT BUILT OR PAVED UPON.
6. CLEAN PAVEMENT AND REMOVE ALL TEMPORARY EROSION CONTROL MEASURES. REESTABLISH VEGETATION AS NECESSARY.
7. ALL DIRT AND MUD TRACKED ON TO PUBLIC ROADS SHALL BE REMOVED IMMEDIATELY.
8. STREET CATCH BASINS TO BE PERIODICALLY CLEANED AND FILTER CLOTH CHANGED AND MAINTAINED.
9. AFTER COMPLETION OF PAVING, REMOVAL OF FORMS, GRADING OF R.O.W. AND TEMPORARY SEED AND MULCH OF R.O.W. MUST BE COMPLETED.

MAINTENANCE NOTES

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT PACKING OF FLOWING OF SEDIMENTS ONTO ROAD RIGHT-OF-WAY. THIS MAY REQUIRE CLEANING, TOP DRESSING, REPAIR, ETC. WHEN NECESSARY WHEELS SHALL BE CLEANED BEFORE ENTERING ONTO ROAD RIGHT-OF-WAY. WASHING SHALL BE DONE IN AN AREA THAT DRAINS INTO AN APPROVED SEDIMENT TRAP/BASIN.
2. WHERE ACCESS TO THE CONSTRUCTION SITE IS LIMITED IN LENGTH (AS IN URBAN AREAS), DAILY STREET SWEEPING MAY BE NEEDED TO KEEP SOILS TRACKED ONTO ROADS FROM REACHING THE WAYNE COUNTY SEWERS SYSTEM AND FACILITIES.
3. MAINTENANCE MAY INCLUDE ADDING EXTRA LAYERS OF STONE OR BITUMINOUS WHEN THE ORIGINAL LAYERS BECOME MUD OR PARTIALLY DETERIORATED. AFTER EACH STORM EVENT, THE ROAD SHALL BE INSPECTED AND ALL DEBRIS AND SEDIMENTS DROPED OR ERODED ONTO ROADS SHALL BE REMOVED IMMEDIATELY BY SWEEPING EFFECTIVELY.
4. TEMPORARY ACCESS, IF NOT CONSTRUCT WITHIN PROPOSED DRIVE APPROACH, SHALL BE REMOVED AND ROW RESTORED UPON PROJECT COMPLETION OR AS SPECIFIED ON THE PLAN OR PERMIT.

NOTES:

- * CRUSHED ROCK CONSTRUCTION DRIVEWAY WITH A WOVEN GEOTEXTILE LINER DAY 1
- * SILT FENCE DAY 1 OF EARTH DISTURBANCE
- * CRITICAL SLOPES, CHANNELS, SWALES, OR DITCHES --- DAY ---
TEMPORARY STABILIZATION..... WITHIN 15 DAYS OF EARTH DISTURBANCE
PERMANENTLY STABILIZATION..... WITHIN 5 DAYS OF FINAL GRADE
- * ROAD RIGHT-OF-WAY -- TEMPORARY STABILIZATION WITHIN 5 DAYS OF COMPLETING PAVING.
HIGHLIGHT AREAS ON PLANS (RECOMMENDED PERENNIAL RYE MIXTURE & STRAW MULCH)
- * RIP RAP WITH NON-WOVEN GEOTEXTILE LINER..... WITHIN 24 HOURS OF PLACING OUTLET OR CULVERT
- * STREAM OR DRAIN CROSSING..... SEED AND EROSION BLANKETS (OR SOD) WITHIN 5 DAYS OF INSTALLING CULVERT

MAINTENANCE REQUIREMENTS

- * STREET SCRAPING – DAILY
- * STREET SWEEPING – WEEKLY MINIMUM
- * STRUCTURAL SEDIMENT CONTROLS – INSPECT AND MAINTAIN AND RECORD IN A LOGBOOK ONCE A WEEK AND WITHIN 24 HOURS AFTER A STORM EVENT AS REQUIRED BY THE NPDES PERMIT
- * SEDIMENT BASIN AND FORE BAY CLEANOUT (ANNUALLY MINIMUM) – MUST HAVE PERMANENT ACCESS FOR CLEANOUT AND FRESH STONE REPLACEMENT OF THE RISER PIPE (STANDPIPE)

RESTORATION REQUIREMENTS : PRIOR TO "FINAL INSPECTION" THE FOLLOWING ITEMS PLUS ALL ITEMS ON YOUR APPROVED SOIL EROSION AND SEDIMENTATION PLAN & PERMIT :

- * ALL DISTURBED EARTH PERMANENTLY STABILIZED WITH VEGETATION OR HARD SURFACE?
- * ACCULATED SEDIMENT REMOVED FROM ENTIRE STORM SEWER SYSTEM?
- * ACCULATED SEDIMENT REMOVED FROM DETENTION/SEDIMENT BASIN?
- * RESTORE DETETION/SEDIMENT BASIN TO DESIGN STANDARD?
- * REMOVE TEMPORARY CONTROLS AFTER GETTING APPROVED BY THE SOIL EROSION INSPECTOR

*LEGAL DESCRIPTION (PARCEL ID-125-99-0010-006)(#35841)

THE NORTH 310.00 FT OF THE EAST 6.35 ACRES OF THE NORTH 18.45 ACRES OF THE WEST 1/2 OF THE NE 1/4 SECTION 32, T. 1 S. R. 9 E. EXCEPTING THE WEST 150.00 FEET THEREOF.

*LEGAL DESCRIPTION (PARCEL ID-125-99-0004-000)(#35755)

PART OF THE NE ONE-QUARTER (1/4) OF SECTION 32, T. 1 S., R. 9 E., BEGINNING N 89°39'43" W 1291.22 FEET FROM THE NE CORNER OF SECTION 32, THENCE S 00°27'54" W 330 FEET; THENCE N 89°39'43" W 30 FEET; THENCE N 00°27'54" E 330 FEET; THENCE S 89°39'43" E 30 FEET TO POINT OF BEGINNING. 0.23 ACRES

LEGEND

-  STABILIZE WITH SEED AND EROSION CONTROL MULCH BLANKETS OR SOD WITHIN 5 DAYS OF GRADING.
-  STONE TRACKING PAD WITH GEOTEXTILE LINER
-  RIP RAP WITH GEOTEXTILE LINER
-  MONOFILAMENT CATCH BASIN FABRIC FILTER (SILT SACKS OR APPROVED EQUAL) – STREET
-  MONOFILAMENT CATCH BASIN FABRIC FILTER (SILT SACKS OR APPROVED EQUAL) – YARD

CONSTRUCTION SEQUENCE	OPERATION TIME SCHEDULE											
	2023						2024					
	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
A SOIL EROSION CONTROL MEASURES	■	■										
B MASS GRADING & UTILITIES CONSTRUCTION			■	■	■							
C PERMANENT SEEDING & SODDING					■	■						
D ROADWAY PAVING						■	■					
E BUILDING CONSTRUCTION								■	■	■	■	■

SESC NOTE:

THIS PLAN ILLUSTRATES THE MINIMUM SESC MEASURES NEEDED TO PREVENT SOILS FROM LEAVING THE SITE AND IS SUBJECT TO CHANGE AS CONDITIONS IN THE FIELD WARRANT.



Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Cu	Cut and fill land	11.1	90.3%
Gf	Gifford sandy loam	0.5	4.1%
OaB	Oakville fine sand, 0 to 6 percent slopes	0.2	1.4%
TeA	Tedrow loamy fine sand, 0 to 2 percent slopes	0.5	4.1%
Totals for Area of Interest		12.3	100.0%

CLIENT

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37771 SEVEN MILE ROAD
LIVONIA, MI 48152

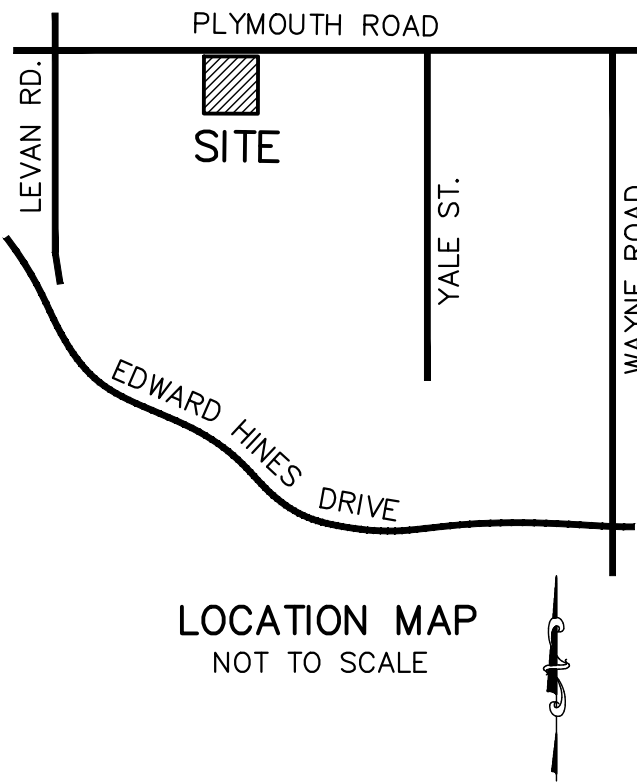
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2	PRE LAYOUT-1	03-08-2023
3	WAVER USE APPLICATION	06-26-2023
4		

NOT FOR
CONSTRUCTION



SEAL



Angle Design & Engineering

22417 Cranbrooke Drive, Novi, Michigan 48375
Phone: (313) 258-2036 Email: Fadi@AngledesignLLC.com
Website: WWW.ANGLEDESIGNLLC.COM

PROJECT

PROPOSED CONDOMINIUM
35655 PLYMOUTH ROAD
LIVONIA, MI 48150

PROJECT NO:

2023-320

SCALE:

NTS

DRAWN BY:

M. K.

CHECKED BY:

F. K.

PROJECT MGR:

F. K.

APPROVED BY:

F. K.

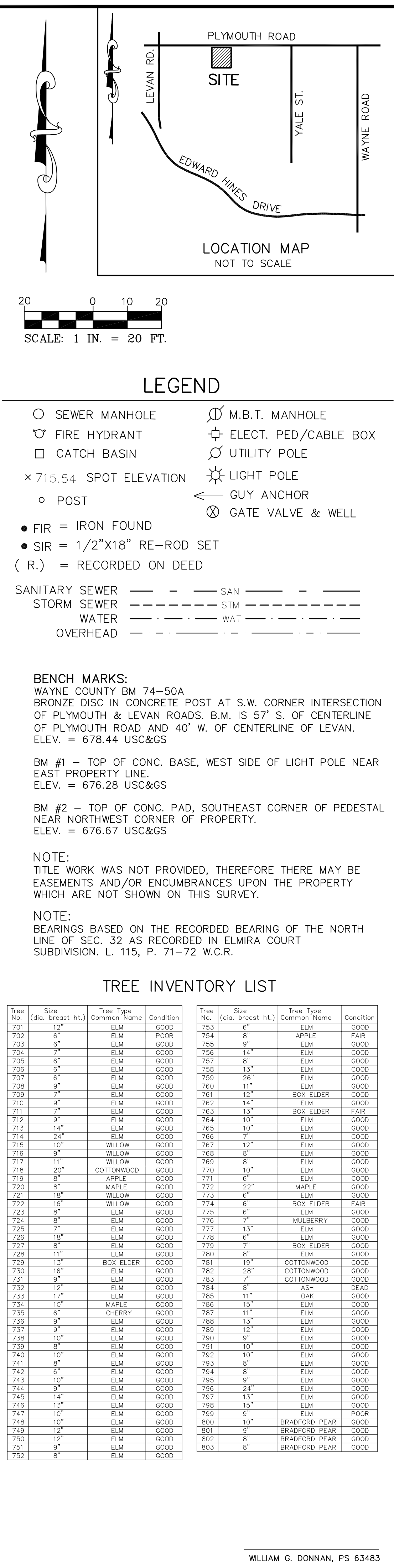
SHEET TITLE

SOIL EROSION &
SEDIMENTATION
NOTES

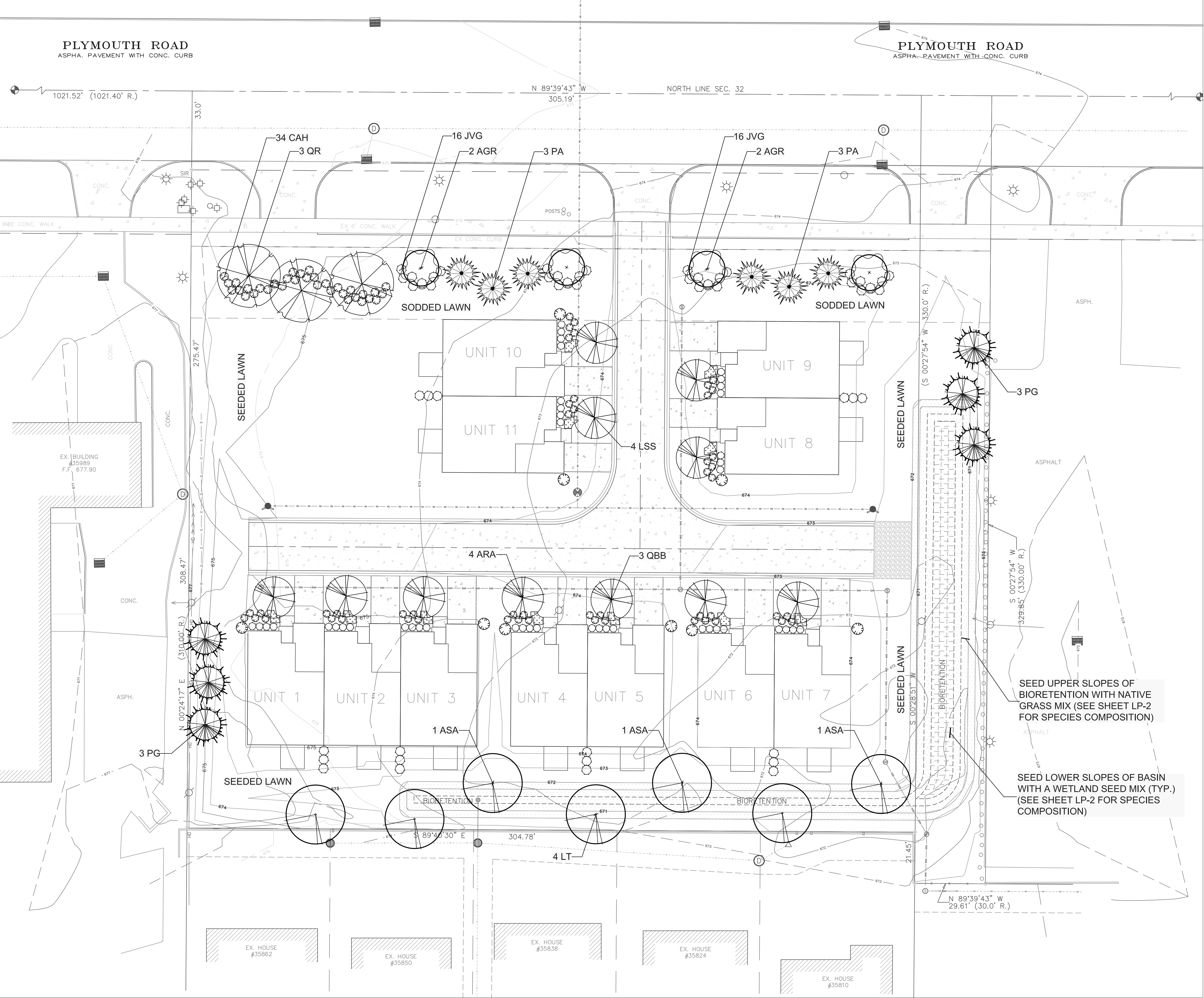
SHEET NUMBER

CS-301

ISSUE



Tree No.	Size (dia. breast h.t.)	Tree Type	Common Name	Condition	Tree No.	Size (dia. breast h.t.)	Tree Type	Common Name	Condition
701	2"	ELM	ELM	GOOD	753	8"	FAIR	APPLE	FAIR
702	6"	ELM	POOR	FAIR	754	8"	ELM	ELM	GOOD
703	6"	ELM	GOOD	FAIR	755	9"	ELM	ELM	GOOD
704	7"	ELM	GOOD	GOOD	756	13"	ELM	ELM	GOOD
705	6"	ELM	GOOD	ELM	757	8"	ELM	ELM	GOOD
706	6"	ELM	GOOD	ELM	758	13"	ELM	ELM	GOOD
707	6"	ELM	GOOD	ELM	759	26"	ELM	ELM	GOOD
708	9"	ELM	GOOD	ELM	760	11"	ELM	ELM	GOOD
709	7"	ELM	GOOD	ELM	761	12"	BOX ELDER	ELM	GOOD
710	8"	ELM	GOOD	ELM	762	ELM	ELM	ELM	GOOD
711	7"	ELM	GOOD	ELM	763	13"	BOX ELDER	FAIR	ELM
712	9"	ELM	GOOD	FAIR	764	12"	ELM	ELM	GOOD
713	14"	ELM	GOOD	ELM	765	15"	ELM	ELM	GOOD
714	24"	ELM	GOOD	ELM	766	7"	ELM	GOOD	ELM
715	10"	WILLOW	GOOD	ELM	767	12"	ELM	GOOD	ELM
716	9"	WILLOW	GOOD	ELM	768	8"	ELM	GOOD	ELM
717	11"	WILLOW	GOOD	ELM	769	8"	ELM	GOOD	ELM
718	20"	WILLOW	GOOD	ELM	770	10"	ELM	GOOD	ELM
719	8"	APPLE	ELM	ELM	771	ELM	ELM	ELM	GOOD
720	8"	MAPLE	ELM	ELM	772	22"	MAPLE	GOOD	ELM
721	18"	WILLOW	GOOD	ELM	773	6"	FAIR	ELM	GOOD
722	18"	WILLOW	GOOD	ELM	774	ELM	BOX ELDER	FAIR	ELM
723	8"	ELM	GOOD	ELM	775	6"	ELM	GOOD	ELM
724	8"	ELM	GOOD	ELM	776	7"	MULBERRY	GOOD	ELM
725	18"	ELM	GOOD	ELM	777	13"	ELM	GOOD	ELM
726	8"	ELM	GOOD	ELM	778	6"	ELM	GOOD	ELM
727	8"	ELM	GOOD	ELM	779	7"	BOX ELDER	GOOD	ELM
728	ELM	ELM	GOOD	ELM	780	ELM	ELM	ELM	GOOD
729	13"	BOX ELDER	GOOD	ELM	781	19"	COTTONWOOD	GOOD	ELM
730	16"	ELM	GOOD	ELM	782	28"	COTTONWOOD	GOOD	ELM
731	9"	ELM	GOOD	ELM	783	28"	COTTONWOOD	GOOD	ELM
732	12"	ELM	GOOD	ELM	784	8"	ASH	DEAD	ELM
733	17"	ELM	GOOD	ELM	785	11"	OK	ELM	GOOD
734	MAPLE	ELM	GOOD	ELM	786	15"	ELM	GOOD	ELM
735	6"	CHERRY	GOOD	ELM	787	11"	ELM	GOOD	ELM
736	9"	ELM	GOOD	ELM	788	13"	ELM	GOOD	ELM
737	ELM	ELM	GOOD	ELM	789	13"	ELM	GOOD	ELM
738	10"	ELM	GOOD	ELM	790	9"	ELM	GOOD	ELM
739	8"	ELM	GOOD	ELM	791	10"	ELM	GOOD	ELM
740	10"	ELM	GOOD	ELM	792	ELM	ELM	GOOD	ELM
741	8"	ELM	GOOD	ELM	793	8"	ELM	GOOD	ELM
742	6"	ELM	GOOD	ELM	794	8"	ELM	GOOD	ELM
743	10"	ELM	GOOD	ELM	795	ELM	ELM	GOOD	ELM
744	9"	ELM	GOOD	ELM	796	24"	ELM	GOOD	ELM
745	14"	ELM	GOOD	ELM	797	13"	ELM	GOOD	ELM
746	ELM	ELM	GOOD	ELM	798	ELM	ELM	GOOD	ELM
747	10"	ELM	GOOD	ELM	799	9"	ELM	POOR	ELM
748	10"	ELM	GOOD	ELM	800	10"	BRADFORD PEAR	GOOD	ELM
749	12"	ELM	GOOD	ELM	801	9"	BRADFORD PEAR	GOOD	ELM
750	12"	ELM	GOOD	ELM	802	8"	BRADFORD PEAR	GOOD	ELM
751	9"	ELM	GOOD	ELM	803	8"	BRADFORD PEAR	GOOD	ELM
752	ELM	ELM	GOOD	ELM					



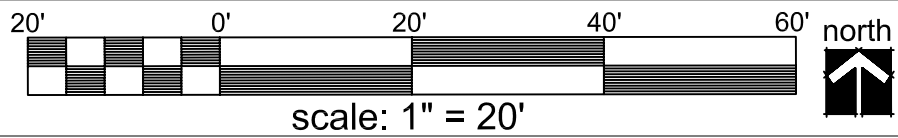
LANDSCAPE PLANTING PLAN

scale: 1" = 20'

LANDSCAPE CALCULATIONS
FRONTAGE LANDSCAPING - Plymouth Road (310.55 l.f.)
* One (1) deciduous or evergreen tree / 40 l.f. = 7.76 trees = 8 trees
* One (1) ornamental tree / 100 l.f. = 3.11 trees = 4 tree
* Eight (8) shrubs / 40 l.f. = 62.11 shrubs = 63 shrubs
OPEN SPACE LANDSCAPING (26,914 sq. ft.)
* One (1) deciduous or evergreen tree shall be planted per 3,000 sq. ft. of open area
* 26,914 divided by 3,000 equals 2.79 trees = 8.97 trees = 9 trees
STREET TREE PLANTING
* One (1) deciduous tree per unit

KEY QTY.	BOTANICAL NAME	COMMON NAME	SIZE
FRONTAGE LANDSCAPING			
AGR 4	<i>Amelanchier x grandiflora</i> 'Robin Hill'	Robin Hill Apple Serviceberry	2" cal. B&B
CAH 34	<i>Clethra alnifolia</i> 'Hummingbird'	Hummingbird Summersweet	30" ht., 5 gal. pot
JVG 32	<i>Juniperus virginiana</i> 'Grey Guardian'	Grey Guardian Spr. Juniper	24" spr., 3 gal. pot
PA 6	<i>Picea abies</i>	Norway Spruce	8' ht. B&B
QR 3	<i>Quercus rubra</i>	Northern Red Oak	3" cal. B&B
OPEN SPACE PLANTINGS			
ASA 3	<i>Acer saccharum</i> 'Apollo'	Apollo Sugar Maple	3" cal. B&B
LT 4	<i>Liriodendron tulipifera</i>	Tuliptree	3" cal. B&B
PG 6	<i>Picea glauca</i> 'Densata'	Black Hills White Spruce	8' ht. B&B
STREET TREES			
ARA 4	<i>Acer rubrum</i> 'Armstrong Gold'	Armstrong Gold Red Maple	3" cal. B&B
LSS 4	<i>Liquidambar styraciflua</i>	Slender Silhouette	3" cal. B&B
QBB 3	<i>Quercus bicolor</i> 'Beacon'	American Sweetgum Beacon Swamp White Oak	3" cal. B&B

NOTES:
* See Sheet LP - 2: LANDSCAPE NOTES & DETAILS for landscape development notes, landscape planting details, typical unit planting detail, detention pond notes, and seed mix compositions.



date: June 26, 2023
revised:

LANDSCAPE PLAN FOR:
Mr. Leo Soave
20592 Chestnut Circle
Livonia, Michigan 48152
(586) 219-7880

PROJECT LOCATION:
Plymouth Road
Condominiums
35755 Plymouth Road
Livonia, Michigan

LANDSCAPE PLAN BY:
Nagy Devlin Land Design
31736 West Chicago Ave.
Livonia, Michigan 48150
(734) 634-9208
R.L.A. State of Michigan #1260

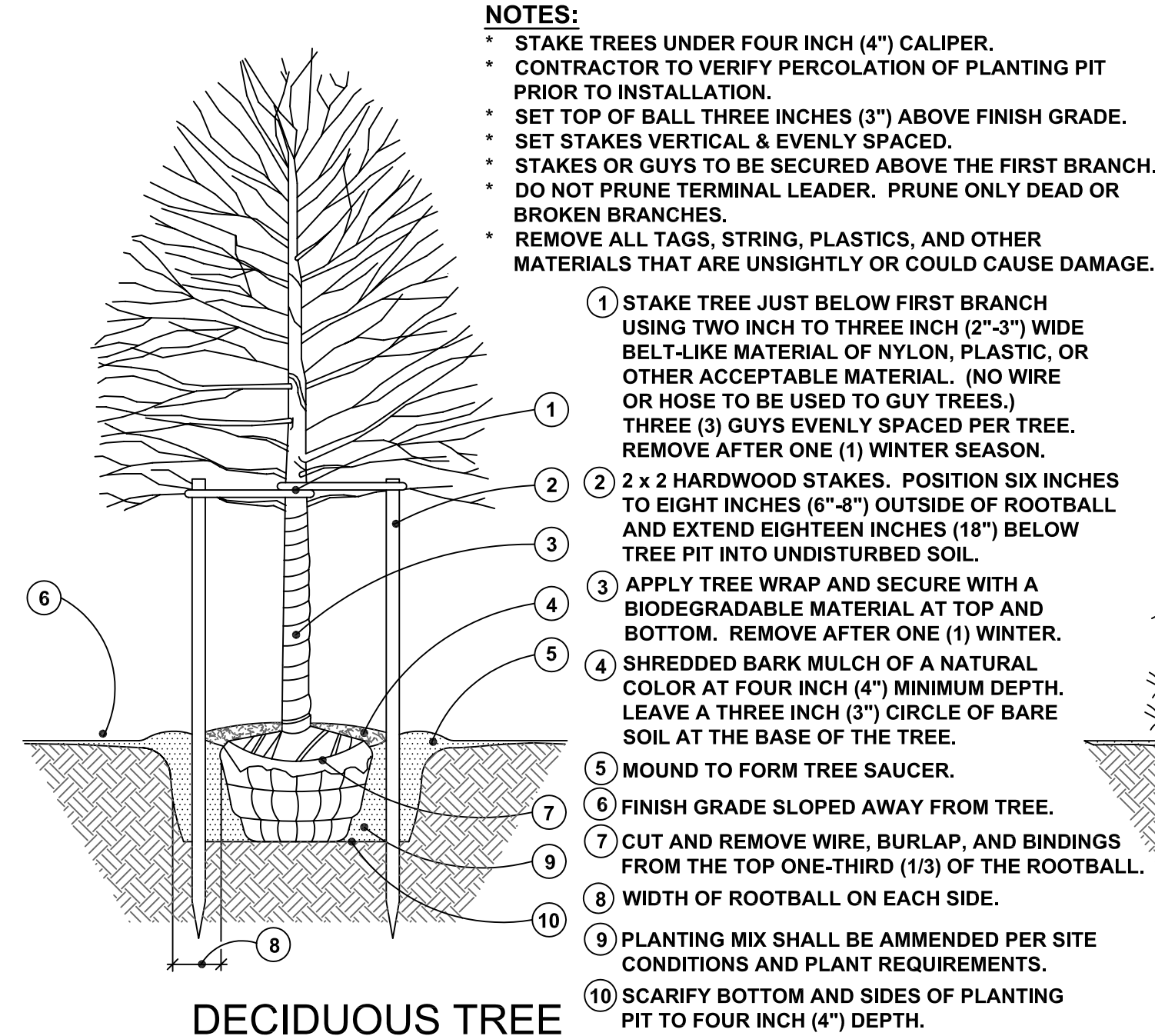
STATE OF MICHIGAN
J. BRIAN
DEVLIN
NO. 1260
LANDSCAPE ARCHITECT

J. Brian Devlin
AUTOCAD SIGNATURE
ORIGINAL IN BLUE

LANDSCAPE PLANTING NOTES:

PLANTING

- Installation of all plant material shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock* and with the specifications set forth by the City of Livonia, Michigan.
- The plant materials shall conform to the type stated on the plant list. Sizes shall be the minimum stated on the plant list or larger. All measurements shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock*.
- The plant material shall be nursery grown and inspected by the Owner's representative before planting. The Owner's representative reserves the right to reject any plant material at any time.
- Plants designated "B&B" shall be balled and burlapped with firm balls of earth.
- Dig shrub pits one foot (1') larger than the shrub rootball, tree pits three (3) times the width of the tree rootball and backfill with one (1) part topsoil and one (1) part soil from excavated pit. Plant trees and shrubs at the same grade level at which they were planted at the nursery. If wet, clay soils are evident, plant trees and shrubs slightly higher.
- The Contractor is responsible for planting the materials at the correct grades and spacing. The plants shall be oriented to give the best appearance.
- When the plant has been properly set, the pit shall be backfilled with the topsoil mixture, gradually filling, patting, and settling with water.
- Trees in lawn areas to have a four foot (4') circle of mulch, four inches (4') deep, and three inches (3") away from the trunk. Shrub beds are to be mulched with shredded bark mulch to a minimum depth of three inches (3"). Perennial beds are to be mulched with shredded bark mulch to a minimum depth of two inches (2"). Only natural color, finely shredded hardwood bark mulch will be accepted.
- Remove all twine, wire, and burlap from the top one third (1/3) of tree and shrub root balls and from tree trunks. Remove all non-biodegradable material such as plastic or nylon completely from branches and stems. All tree wrap, stakes, and guys are to be removed after one (1) winter season.
- All plant materials shall be pruned and injuries repaired. The amount of pruning shall be limited to the removal of dead or injured limbs and to compensate for the loss of roots from transplanting. Cuts should be flush, leaving no stubs. Cuts over three quarters of an inch (3/4") shall be painted with tree paint. Shrubs along the site perimeter shall be allowed to grow together in a natural form.
- Organic, friable topsoil shall be evenly distributed and fine graded over all areas to receive lawns at uniform depth of four inches (4") after settlement.
- All lawn areas shall be sodded with a Grade A Kentucky Blue Grass blend over the topsoil.
- All plantings shall be completed no later than November 30 in the fall season. The date of intended installation for landscape plant materials is approximately Fall, 2019.
- Backfill directly behind all curbs and along sidewalks and compact to the top of curbs or walk to support vehicle and pedestrian weight without settling.
- Conversion of all asphalt and gravel areas to landscape planting beds shall be done in the following manner: a. Remove all asphalt, gravel, and compacted earth to a depth of six inches to eighteen inches (6"-18") depending on the depth of the sub base and dispose of off site; b. Call the City for an inspection prior to backfilling; c. Replace excavated material with good, medium-textured planting soil (loam or light yellow clay loam) to a minimum of two inches (2") above the top of the curb and sidewalk, add four inches to six inches (4"-6") of topsoil and crown to a minimum of six inches (6") above the adjacent curb and walk after earth settling, unless otherwise noted on the landscape plan. If conversion from asphalt to landscape occurs in or between an existing landscape area(s), replace excavated material from four inches to six inches (4"-6") below adjacent existing grade with good, medium-textured planting soil (loam or light yellow clay loam) and add four inches to six inches (4"-6") of topsoil to meet existing grades after earth settling.



PLANTING DETAILS

MATERIALS

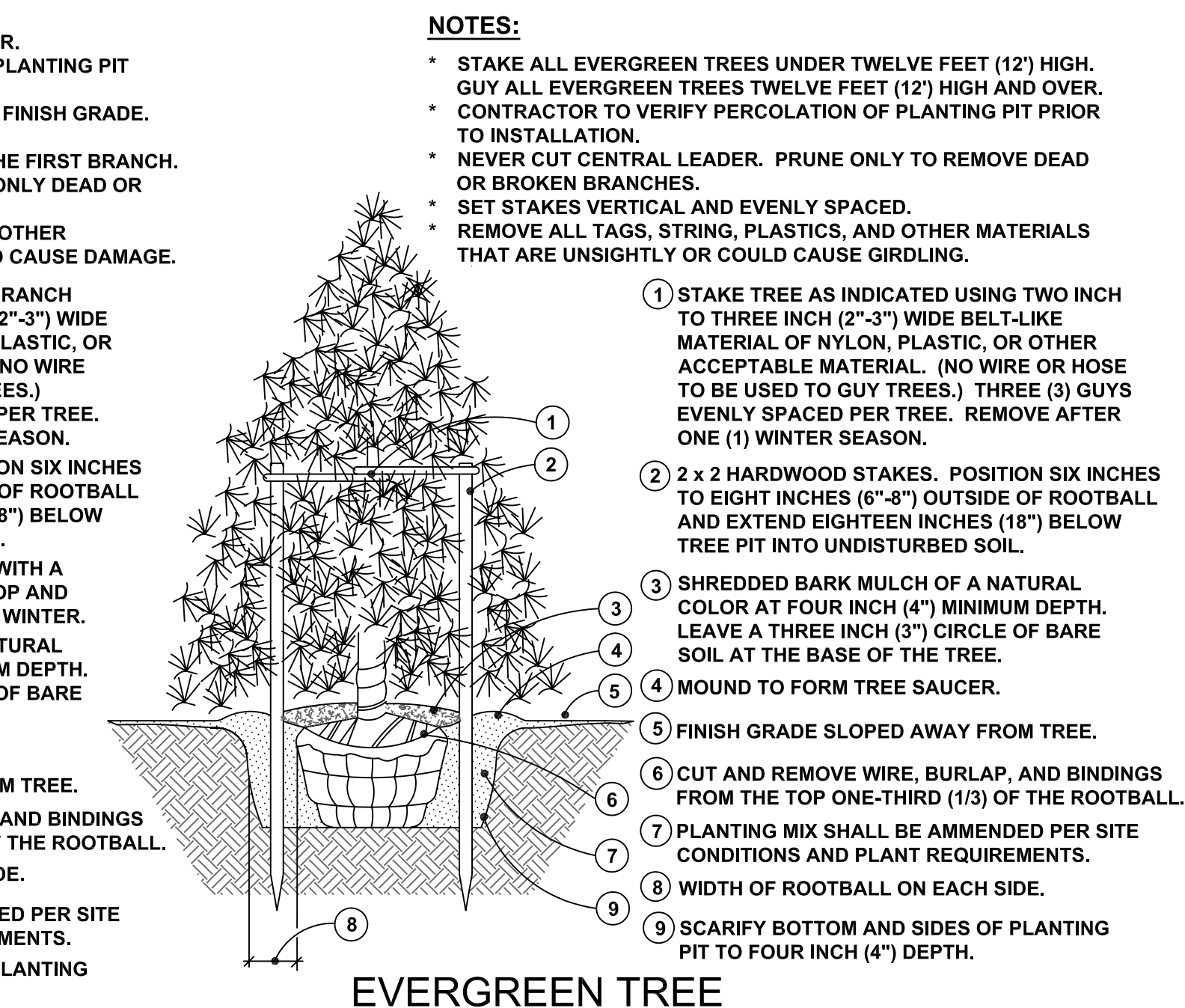
- Required landscape material shall satisfy the criteria of the American Association of Nurserymen Standards for Nursery Stock and be: a.) Northern nursery grown; b.) State Department of Agriculture inspected; c.) No. 1 grade material with a straight, unscarred trunk, and well-developed uniform crown (park grade trees will not be accepted); d.) Staked, wrapped, watered, and mulched according to the details provided; and e.) Guaranteed for one (1) year.
- Topsoil shall be friable, fertile soil of clayloam character containing at least five percent (5%) but not more than twenty percent (20%) by weight of organic matter with a pH range between 6.0 and 7.0. The topsoil shall be free from clay lumps, coarse sand, plant roots, sticks, and other foreign materials.
- The seed mixture for the lawn areas in the street rights-of-way shall consist of a Kentucky Blue Grass blend and mulched with clean straw free of noxious weed seeds. Maintenance of the right-of-way lawn area shall consist of a regular cuttings as needed. Weed content of the seed mixture shall not exceed one percent (1%). The mix shall be applied at a rate of 200 pounds per acre.
- Sod, if specified, shall be two (2) year old "Baron/Sheri/Adelphi" Kentucky Blue Grass blend grown in a sod nursery on loam soil.
- Proposed perennials shall be full, well-rooted plants.
- Callery Pear (*Pyrus calleryana*) and Norway Maple (*Acer platanoides*) shall not be substituted for any tree species in the plant list. Contact the Landscape Architect for acceptable plant substitutions.

GENERAL

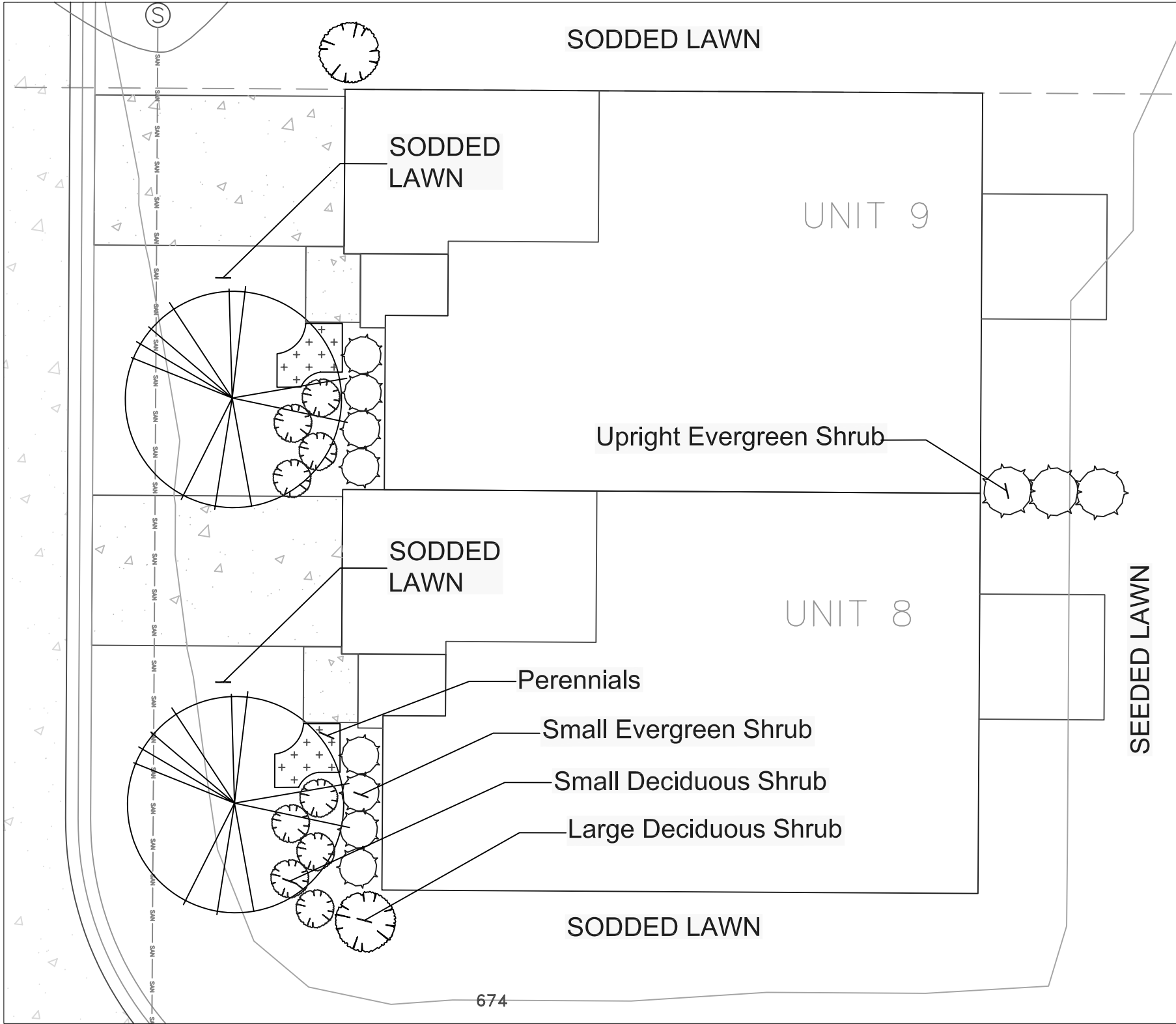
- Do not plant deciduous or evergreen trees directly over utility lines or under overhead wires. Maintain a six foot (6') distance from the centerline of utilities and twenty feet (20') from the centerline of overhead wires for planting holes. Call MISS DIG forty-eight (48) hours prior to landscape construction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

MAINTENANCE

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



PLANTING DETAILS



PLANTING DETAILS

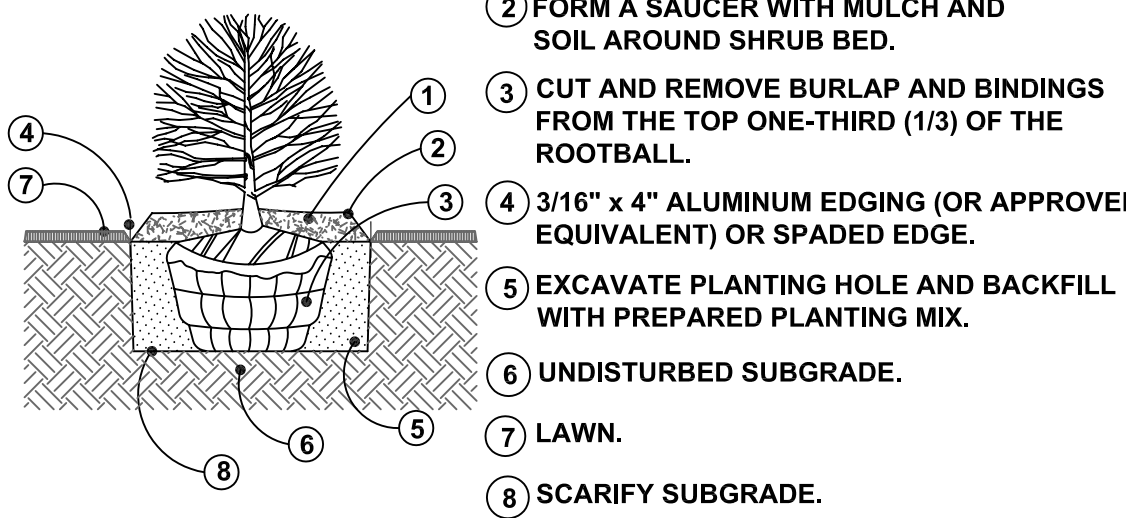
not to scale

NOTES FOR TYPICAL UNIT PLANTINGS:

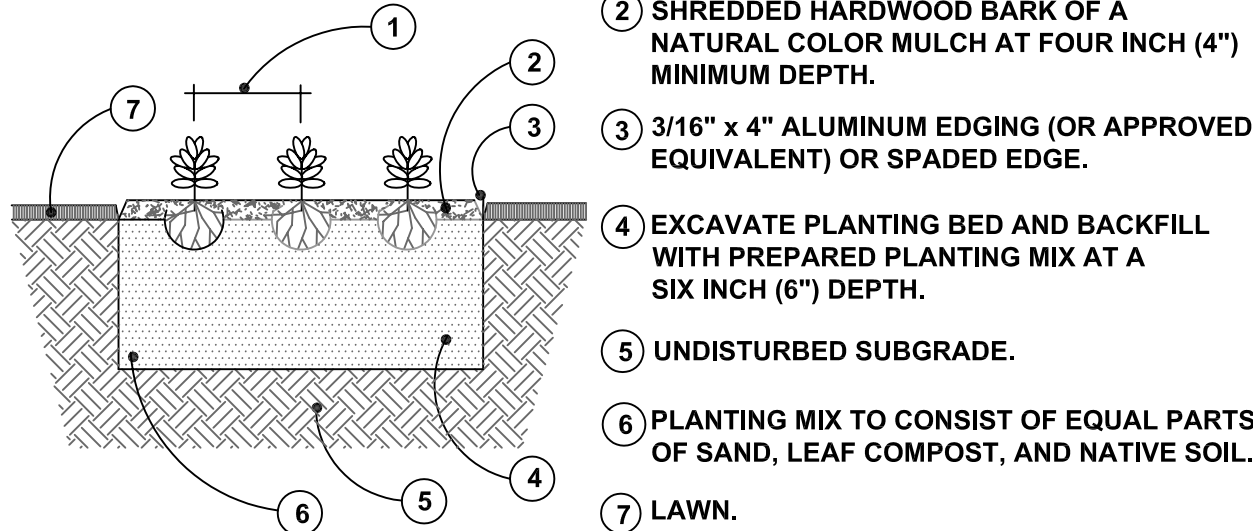
- Large Decidious Shrub options: Koreanspice Viburnum, Ruby Spice Summersweet, Alice Oakleaf Hydrangea, and Henry's Garnet Sweetspire.
- Small Decidious Shrub options: Magic Carpet Spirea, Little Henry Sweetspire, Grow-Low Fragrant Sumac, and Happy Face Potentilla.
- Small Evergreen Shrub options: Densiformis Yew, Winter Gem Boxwood, Gem Box Inkberry, and Grey Guardian Juniper.
- Upright Evergreen Shrub options: Hicks Yew, Hetz Columnar Juniper, Emerald Petite Arborvitae, and Northern Bayberry.
- Perennial options: Daylily, Hosta, Iris, Black-Eyed Susan, Bleeding Heart, and Astilbe.

GENERAL NOTES FOR ALL PLANTINGS:

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



PLANTING DETAILS



PLANTING DETAILS

not to scale

SEED MIX COMPOSITIONS

WETLAND SEED MIX

MICHIGAN WILDFLOWER FARM

A composition of wildflowers, sedges, and grasses. Application rate: 3 oz. per 1000 sq. ft. or 7 lbs. per acre

BOTANICAL NAME	COMMON NAME
Wildflowers	
<i>Asclepias incarnata</i>	Swamp Milkweed
<i>Aster novae-anglae</i>	New England Aster
<i>Aster puniceus</i>	Swamp Aster
<i>Aster umbellatus</i>	Flat-Top Aster
<i>Eupatorium maculatum</i>	Joe-Pye Weed
<i>Eupatorium perfoliatum</i>	Boneset
<i>Euthamia graminifolia</i>	Grassleaved Goldenrod
<i>Liatris spicata</i>	Marsh Blazing Star
<i>Pedicularis lanceolata</i>	Swamp Betony
<i>Rudbeckia subtomentosa</i>	Black-Eyed Susan
<i>Silphium serfoliatum</i>	Cupplant
<i>Silphium terebinthinaceum</i>	Prairie Dock
<i>Solidago patula</i>	Swamp Goldenrod
<i>Solidago rigida</i>	Ridell's Goldenrod
<i>Verbena hastata</i>	Blue Vervain
<i>Vernonia missurica</i>	Ironweed
<i>Veronicastrum virginicum</i>	Culver's Root
Sedges/Grasses	
<i>Andropogon scoparius</i>	Little Bluestem
<i>Carex crinita</i>	Fringed Sedge
<i>Carex stricta</i>	Tussock Sedge
<i>Scirpus cyperinus</i>	Wool Grass



WETLAND SEED MIX

NATIVE GRASS SEED MIX

MICHIGAN WILDFLOWER FARM

A composition of native grasses. Application rate: 5 oz. per 1000sq. ft. or 10 lbs. per acre.

Apply a temporary cover crop acc. to the notes.

BOTANICAL NAME	COMMON NAME
Grasses	
<i>Andropogon gerardii</i>	Big Bluestem
<i>Panicum virgatum</i>	Switch Grass
<i>Schizachyrium scoparius</i>	Little Bluestem
<i>Sorghastrum nutans</i>	Indian Grass



NATIVE GRASS SEED MIX

MICHIGAN WILDFLOWER FARM
11770 Cutler Road
Portland, Michigan 48875-9452
Phone: (517) 647 6010
Fax: (517) 647 6072

BIORETENTION LANDSCAPE DEVELOPMENT NOTES:

PLANTING:

- Follow the Supplier's recommended procedures for bed preparation, installation, and soil erosion control measures of the proposed seeded areas. After the plants germinate and begin to grow follow the maintenance guidelines included on this sheet.
- Rototill four inches (4") of compost or topsoil into the top six inches (6") of the surface of the facility. (Compost may be obtained from the municipal facility at Six Mile and Ridge Roads. Call Onyx Environmental at 248 305-8377 or 248 349-7230 for hours of operation and general information.)
- Provide a cover crop of annual rye at a rate of ten pounds (10#) per acre and seed oats at a rate of thirty pounds (30#) per acre over the entire area to be seeded.

MAINTENANCE OF THE BIORETENTION AREA

- ESTABLISHMENT:** During the first growing season, the native seed areas should be mowed two (2) to four (4) times to a height of four inches to six inches (4"-6") when the plants reach a height of ten inches to twelve inches (10"-12"). Hand pulling may be needed to control unwanted weed populations. If a mower cannot be set high enough, a string trimmer can be used. During the second growing season, the native seed areas should be mowed a few times to a height of about eight inches (8"), when the plants reach a height of ten inches to eighteen inches (10"-18"). Hand pulling may be needed to control unwanted weed populations. By the second growing season it should be apparent if some areas need reseeding. Long term management includes mowing and hand pulling of weeds. The native planting may be mowed to a short height and the clippings removed in the early Spring before birds begin nesting.
- WATERING:** Watering should be performed as needed. During the establishment period after the initial planting, watering is very important and should be conducted every two to three (2-3) days. The initial planting should be checked regularly for appropriate moisture availability. Two (2) methods for determining adequate moisture levels include the following: a.) if the plants wilt during the day when the temperature is at its highest, but revive during the night, then watering is not necessary, and b.) by testing the soil moisture at a depth of four inches (4") by inserting a small rod into the soil. If the rod is wet, then the soil is moist at a depth of four inches (4") and watering is not necessary.
- EROSION CONTROL:** Provide an erosion control blanket on the side slopes of the seeded areas bioretention area. The erosion control blanket shall be pegged in place.
- EDGING:** The edge of the bioretention area should be maintained to avoid grass growing into the detention area. The edge can be maintained with a V-notch cut edge. The channel should be maintained at four inches (4") or greater and renewed every six to eight (6-8) weeks.
- CUTTING BACK:** Tall wildflowers should be cut back by one-third. Early flowering plants can be cut back in late June or early July and late flowering plants in late October.
- THINNING:** After the detention area has become established and thriving, it may be necessary to thin perennials by dividing individual plants in Spring or Fall.
- REPLACEMENT:** Any plants that die or become diseased should be replaced. Plant health should be checked regularly with replanted material occurring in the Spring or Fall.
- REMOVAL OF LITTER AND DEBRIS:** Litter, trash, and debris should be removed on a regular basis to insure that inlets remain free flowing and to keep the area in a neat and attractive appearance.
- INORGANIC APPLICATIONS:** In general, bioretention areas do not need fertilization as nutrients from surrounding areas is usually at an elevated level. If soil fertility appears to be an issue, the soil should be tested and appropriate actions taken based on the results. Insecticides, herbicides, fungicides, and rodenticides should not be used in the detention area. If a plant is diseased or infested with insects, it should simply be removed and replaced.

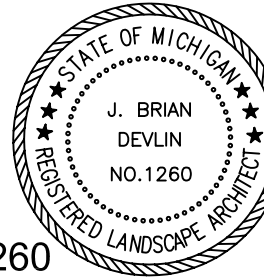
NOTE:

* See Sheet LP - 1: LANDSCAPE PLANTING PLAN for proposed plantings, calculations for landscape requirements, and proposed plant list.

date: June 26, 2023
revised:

LANDSCAPE PLAN FOR:
Mr. Leo Soave
20592 Chestnut Circle
Livonia, Michigan 48152
(586) 219-7880

LANDSCAPE PLAN BY:
Nagy Devlin Land Design
31736 West Chicago Ave.
Livonia, Michigan 48150
(734) 634-9208
R.L.A. State of Michigan #1260

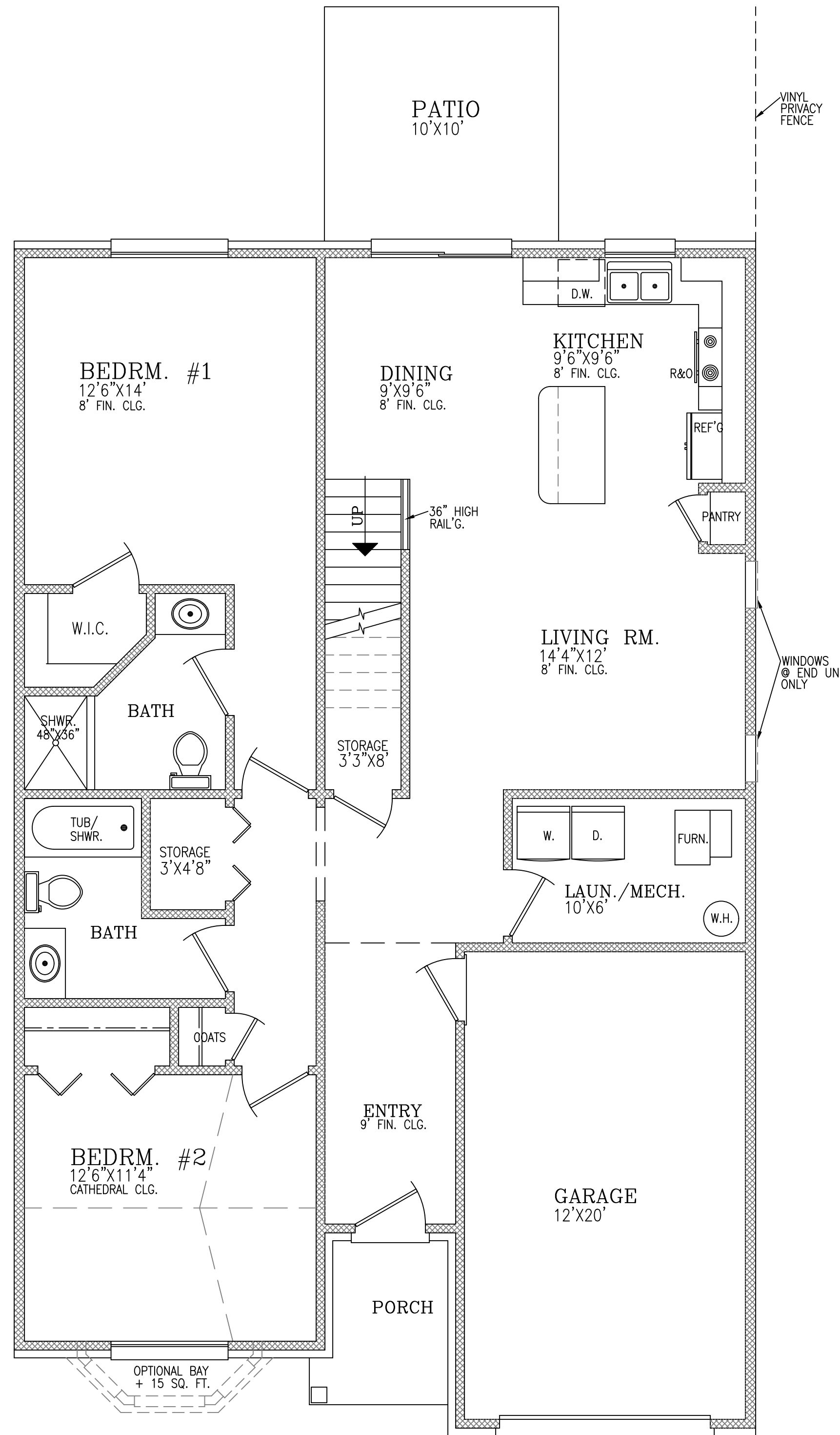
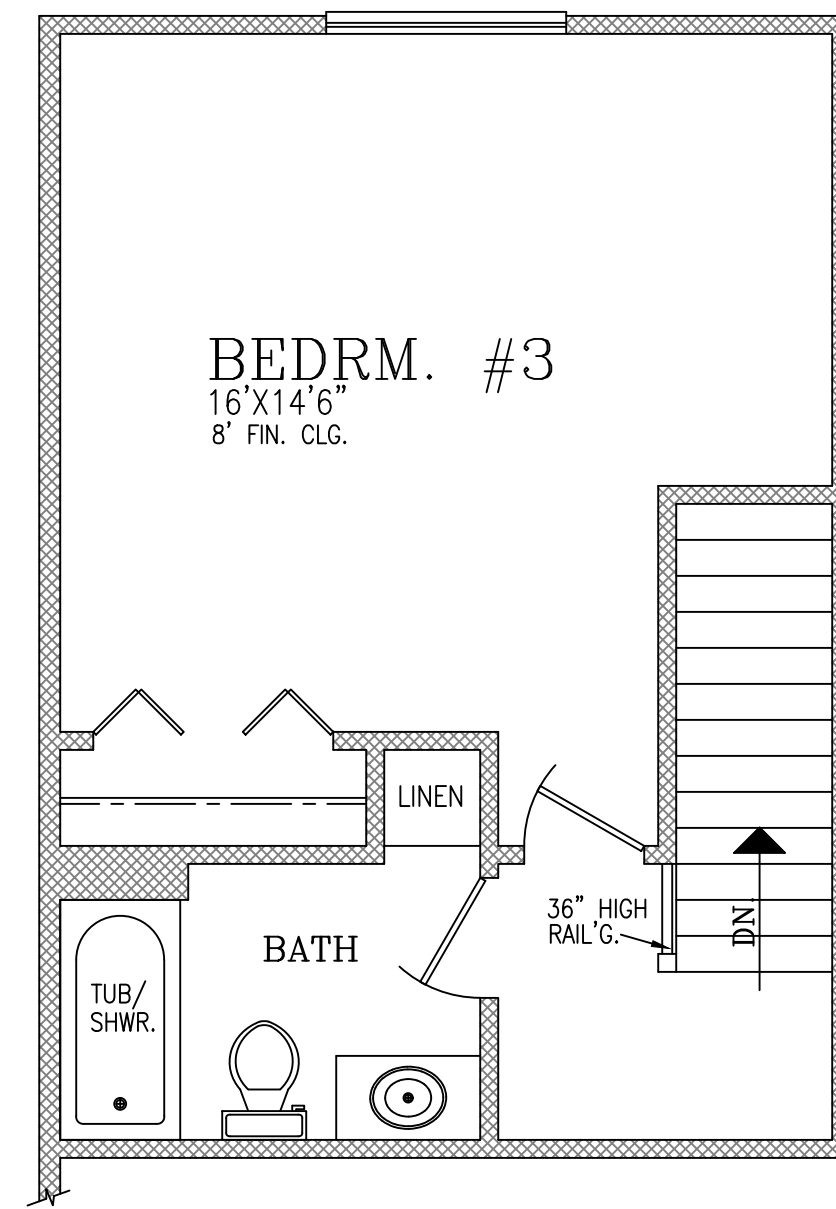


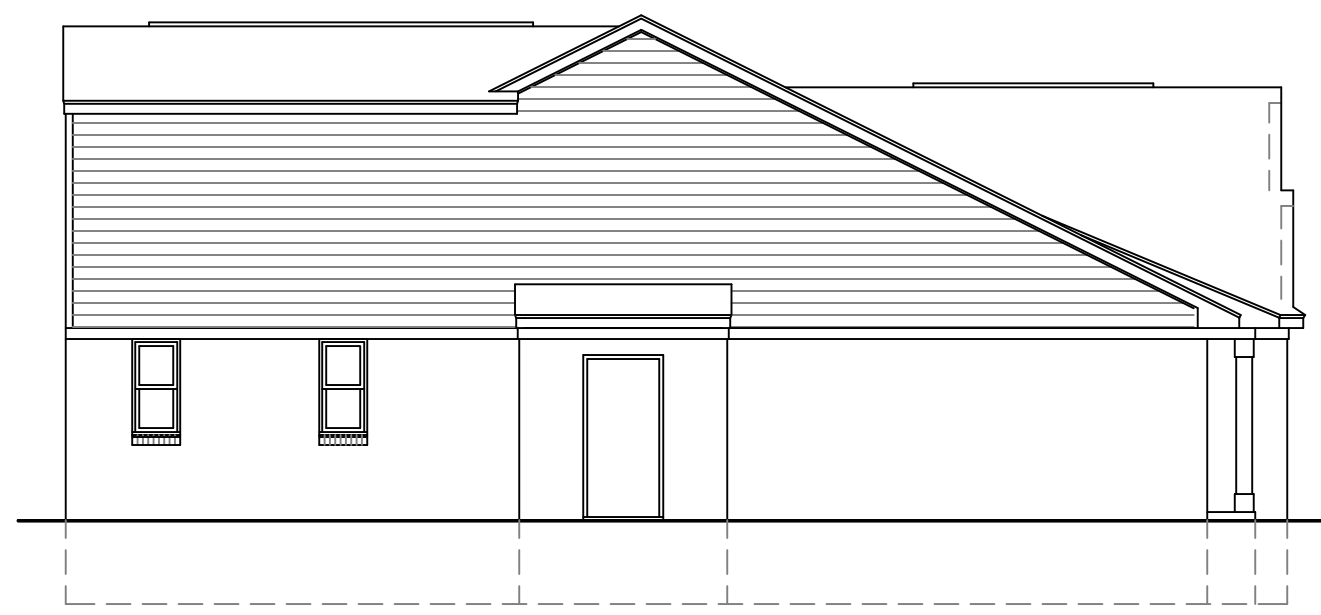
PROJECT LOCATION:
Plymouth Road
Condominiums
35755 Plymouth Road
Livonia, Michigan



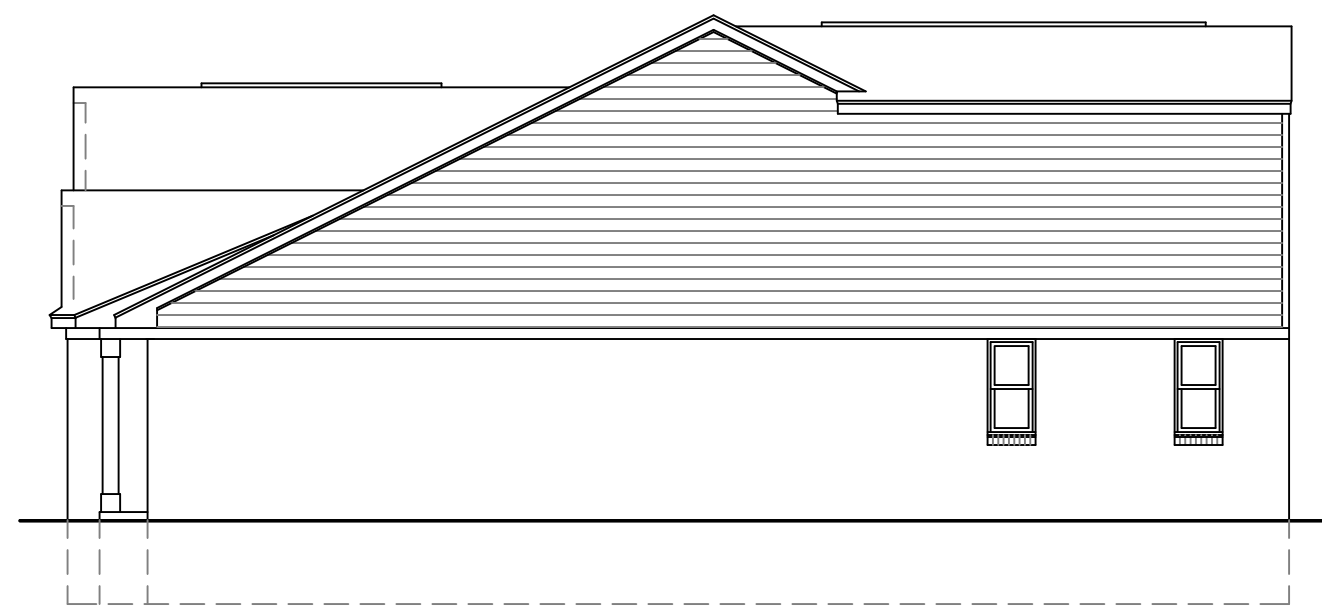
J. Brian Devlin
AUTOCAD SIGNATURE
ORIGINAL IN BLUE

LP - 2: LANDSCAPE NOTES & DETAILS

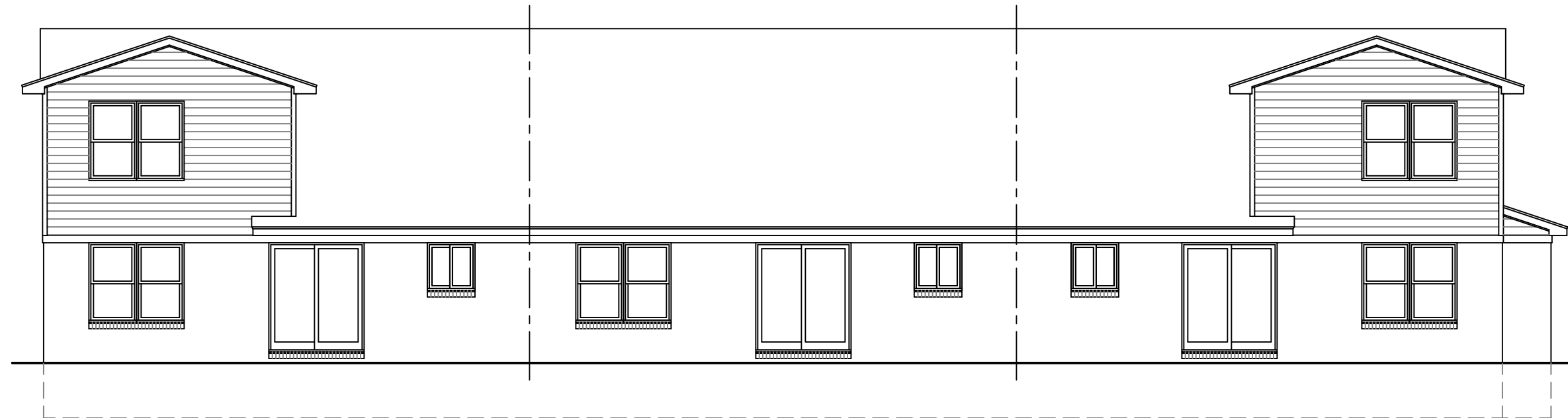




Left Side Elevation
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Right Side Elevation
SCALE: 1/8" = 1'-0"



Rear Elevation
SCALE: 1/8" = 1'-0"

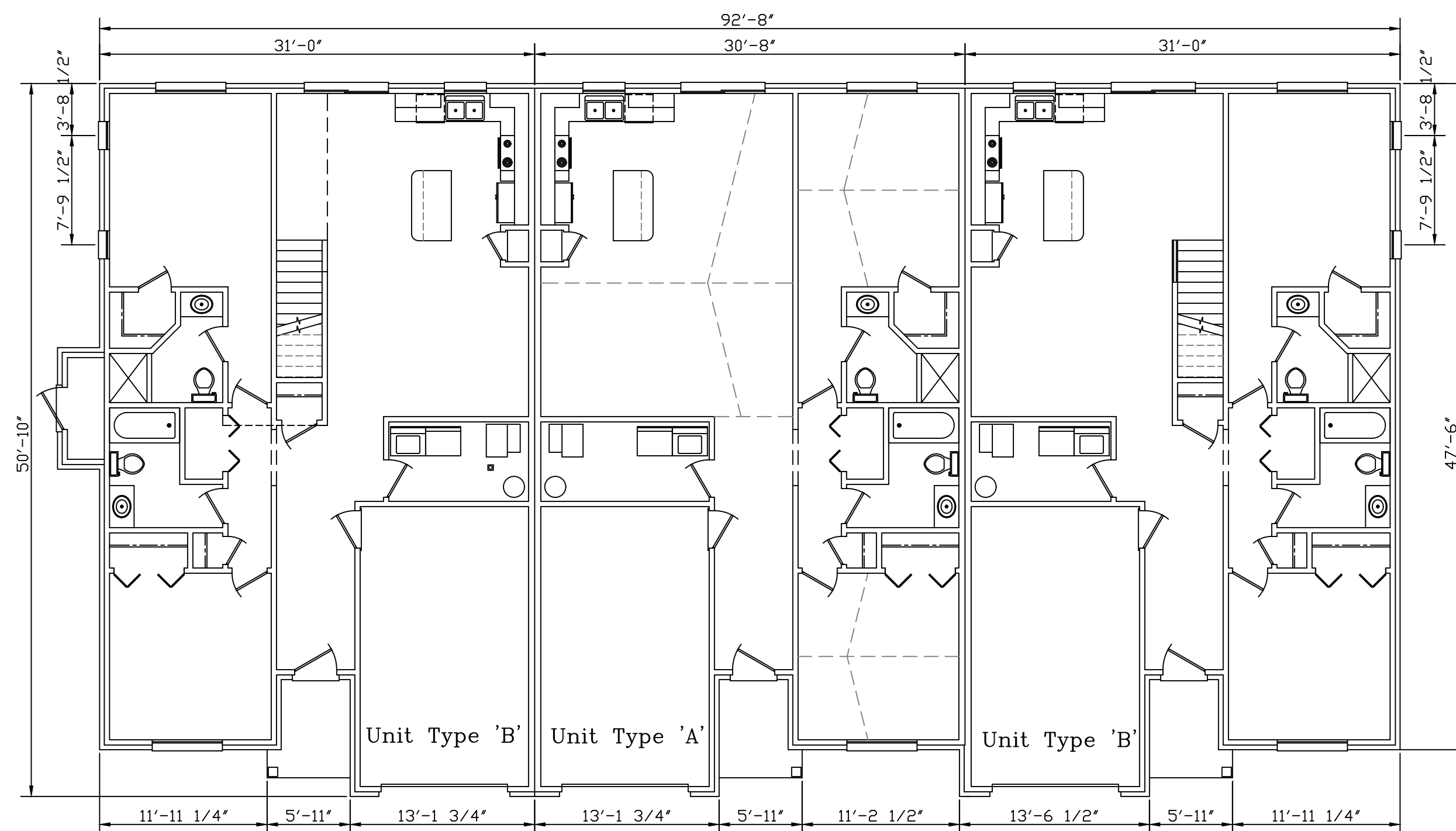


Front Elevation
SCALE: 1/8" = 1'-0"

SEE SHEETS A-4 & A-6
FOR ALL TYPICAL DIMENSIONS
AND NOTES

3 Unit Building - (1) Location

SCALE: 1/8" = 1'-0"



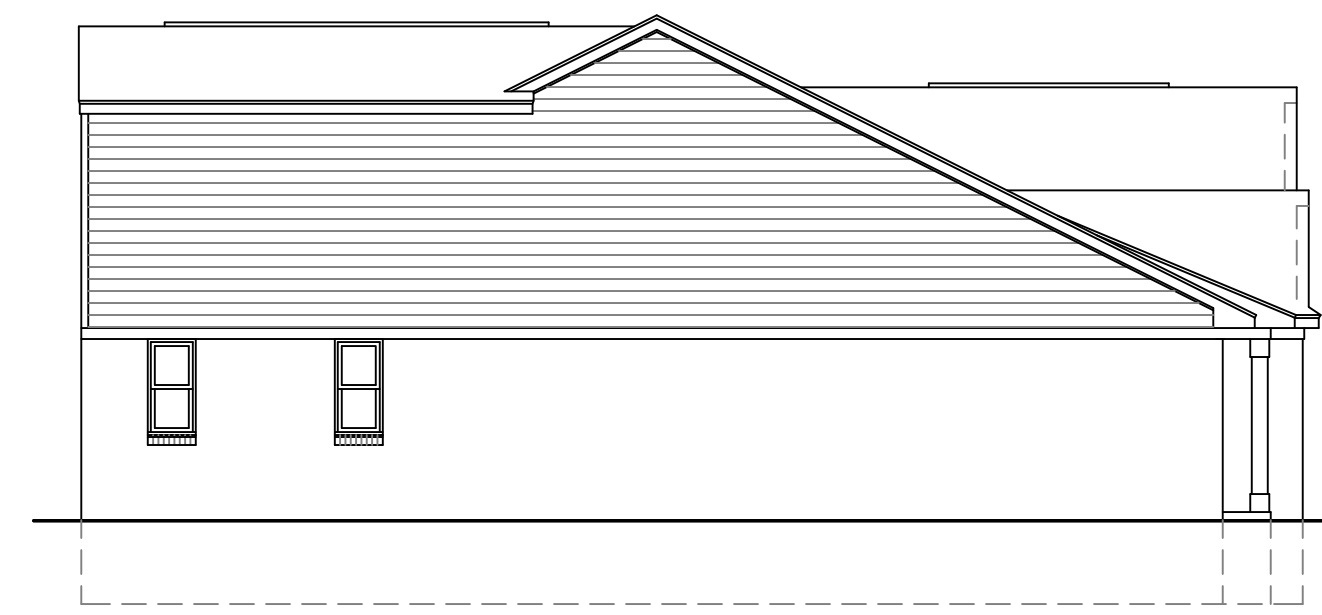
Floor Plan

SCALE: 1/8" = 1'-0"

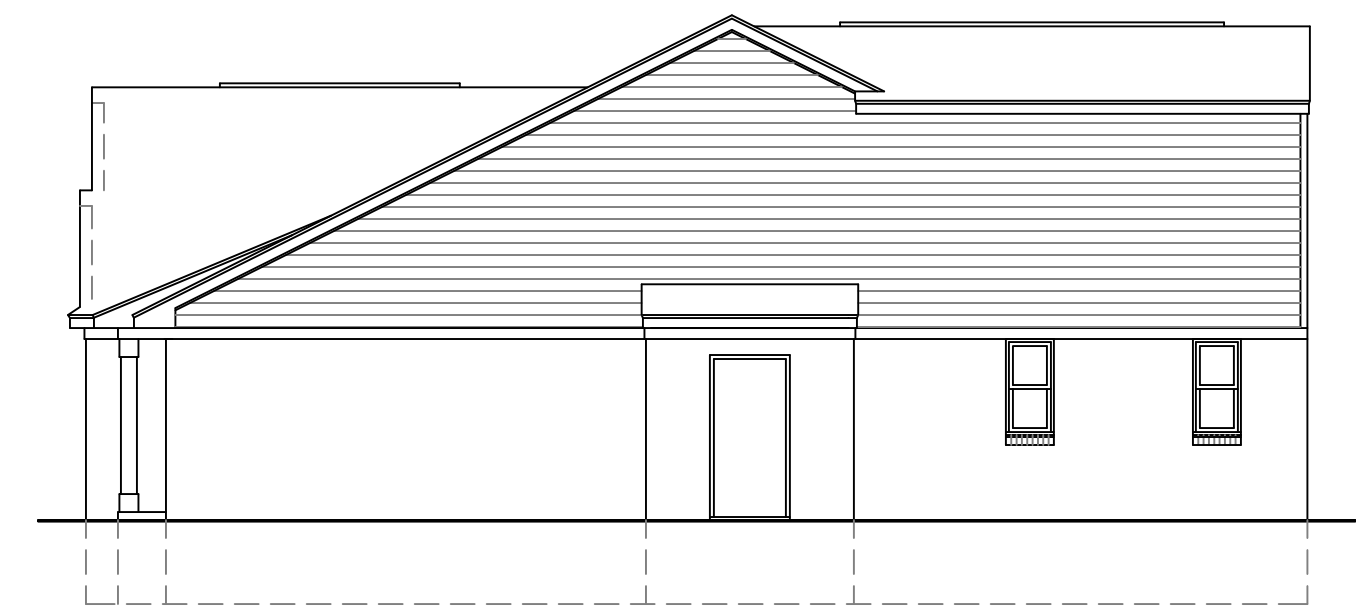
SEE SHEETS A-4 & A-6
FOR ALL TYPICAL DIMENSIONS
AND NOTES

3 Unit Building - (1) Location

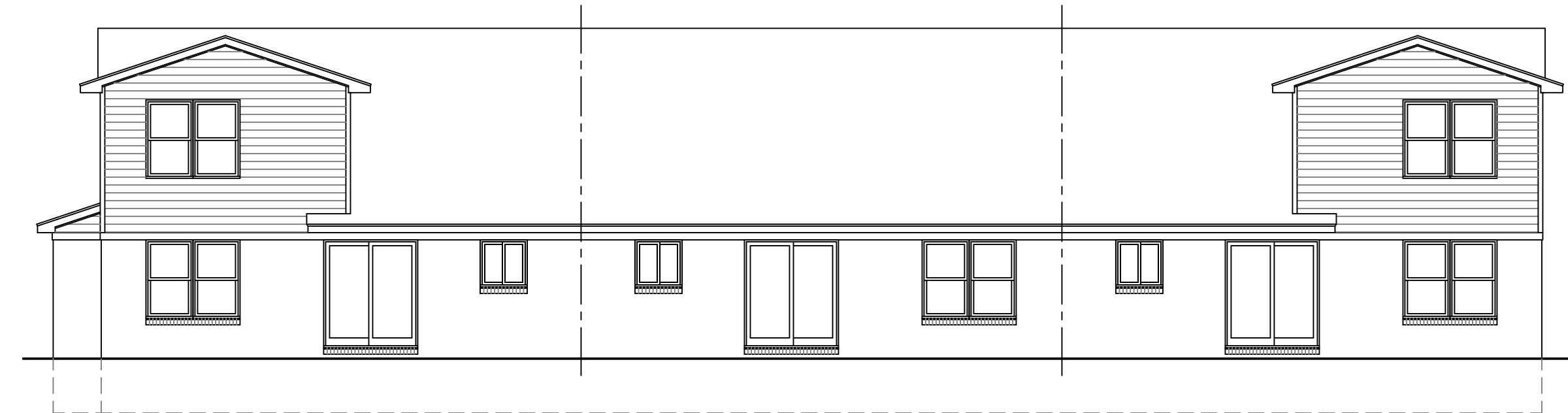
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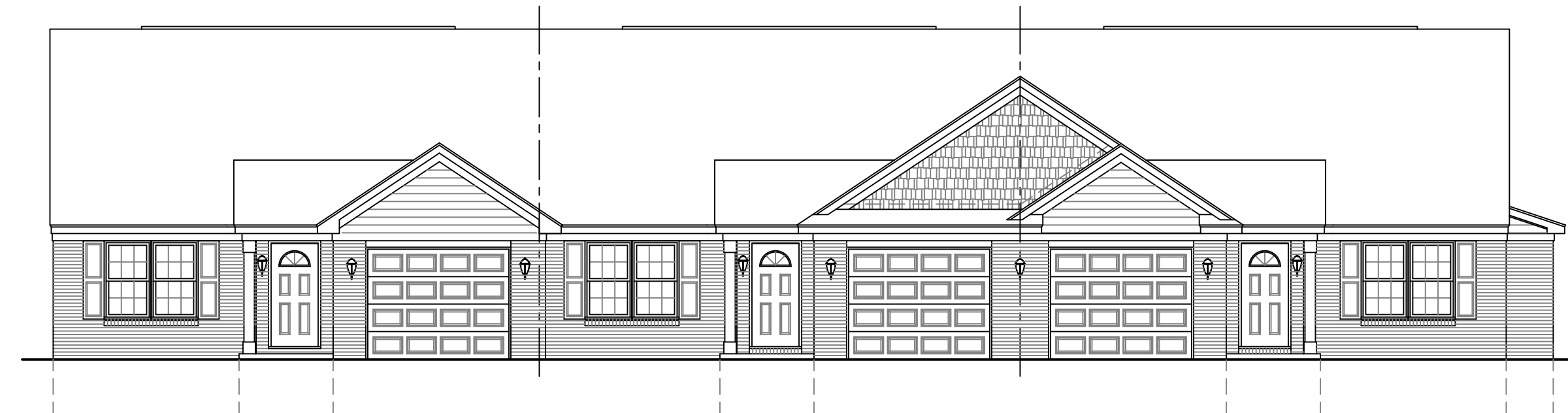
Left Side Elevation
SCALE: 1/8" = 1'-0"



Right Side Elevation
SCALE: 1/8" = 1'-0"



Rear Elevation
SCALE: 1/8" = 1'-0"

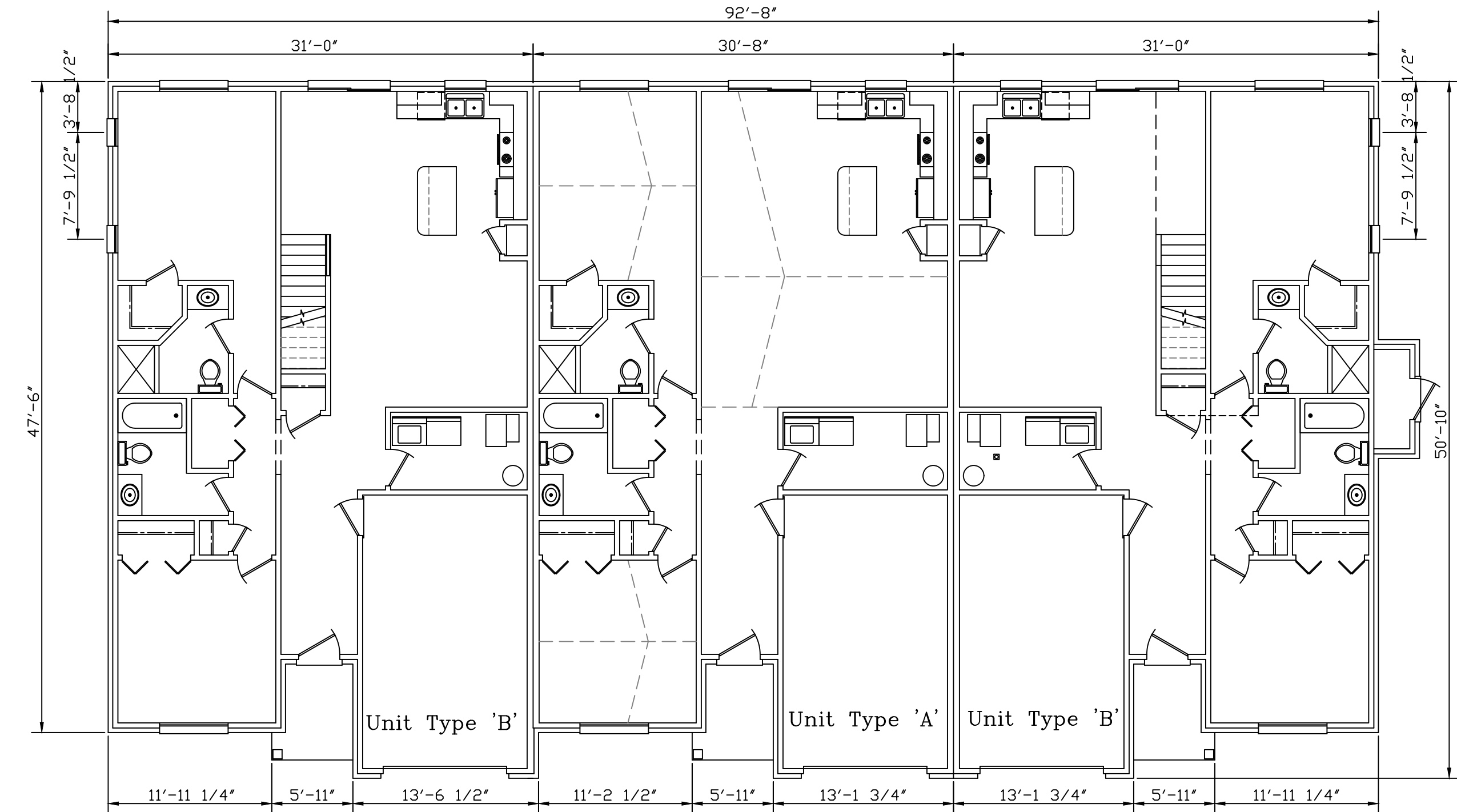


Front Elevation
SCALE: 1/8" = 1'-0"

SEE SHEETS A-4 & A-6
FOR ALL TYPICAL DIMENSIONS
AND NOTES

3 Unit Building - (1) Location

SCALE: 1/8" = 1'-0"



Floor Plan

SCALE: 1/8" = 1'-0"

SEE SHEETS A-4 & A-6
FOR ALL TYPICAL DIMENSIONS
AND NOTES

3 Unit Building - (1) Location

SCALE: 1/8" = 1'-0"



CORRESPONDENCE

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
CITY ENGINEER

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



MAUREEN MILLER BROSNAN
MAYOR

DONALD R ROHRAFF
DIRECTOR OF PUBLIC WORKS

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

June 30, 2023

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2023-06-02-09 – #35755 and #35841 Plymouth Road

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed waiver uses at this time, but would like to note the following items:

1. The subject parcels are assigned the addresses of **#35755 and #35841 Plymouth Road**.
2. The legal descriptions included with the submitted drawings appear to be correct, and should be used in conjunction with the proposed project. Should the project move forward, the developer will need to combine the existing parcels into a single parcel with an meets and bounds description encompassing the entire site. Also, they will need to provide a copy of the existing Plymouth Road easement, or dedicate the right-of-way for Plymouth Road to the City (which will be forwarded to MDOT).
3. The existing parcels are currently serviced by public sanitary sewer, water main and storm sewer. The submitted drawings indicate extensions of the existing utilities to service the proposed structures, which we do not believe will impact the existing systems negatively.
4. The proposed development will be required to meet the Wayne County Stormwater Ordinance, and per the submitted drawings stormwater detention is indicated, but we will need to do a thorough review of the plans once they are submitted for permitting.
5. The developer will need to obtain permits from the Michigan Department of Transportation (MDOT) for any work within the Plymouth Road right-of-way.

6. Per the proposed layouts, all roadways and storm sewers, including detention basins, will be privately-owned. Sanitary sewer and water main will be public, located within dedicated easements on the site.
7. No construction or soil disturbance (including dumping of materials) should occur on the site until the owner obtains the appropriate permits. (Engineering Earthwork, SESC, etc.)

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

Sincerely,



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

cc: 2023 Petition File

DEPARTMENT OF PUBLIC SAFETY
LIVONIA FIRE & RESCUE

ROBERT JENNISON
FIRE CHIEF



MAUREEN MILLER BROSNAN
MAYOR

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

DATE: August 1, 2023
TO: Scott O. Miller, Planner IV
FROM: Livonia Fire Prevention Division
SUBJECT: **Petition 2023-06-02-09 at 35755-35841 Plymouth Rd.**

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

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

Concern for rapid access to water supply for buildings 9 & 10. Difficult task for fire trucks to lay hose and advance on the new dead-end streets where 2 new hydrants are placed. Existing or new hydrants could not be identified on preliminary plan set. On official plan set please identify Plymouth Rd. hydrants at/near proposed property development.

A further detailed plan review will take place when this division receives an official plan set.

Sincerely,

Brian Kukla

Brian Kukla
Fire Marshal

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

August 2nd 2023

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

Re: Petition 2023-06-02-09 - 35755 and 35841 Plymouth Road

Mr. Miller,

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

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

Sincerely,

FOR THE CHIEF OF POLICE,

A handwritten signature in black ink, appearing to read "Paul Walters". The signature is fluid and cursive, with a large initial "P" and "W".

Paul Walters, Sergeant
Traffic Bureau
(734) 466-2107

INSPECTION DEPARTMENT

BUILDING
HEATING
PLUMBING
ELECTRICAL
ZONING
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: August 15, 2023

To: Scott O. Miller

From: Jerome Hanna

RE: Petition 2023-06-02-09 – 35755 and 35841 Plymouth Road

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

This Department has no objections to this Petition.

I trust this provides the requested information.

Jerome Hanna

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

July 14, 2023

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

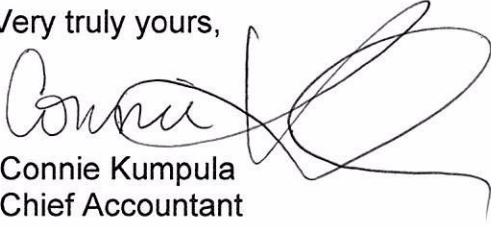
Petition 2023-06-02-09 - 35755 and 35841 Plymouth Road

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.

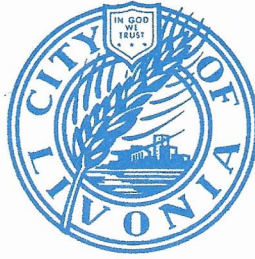
Very truly yours,


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

July 5, 2023

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

Re: Petition 2023-06-02-09

35755 and 35841 Plymouth Road
Leo Soave Bldg. Inc.

Dear Mr. Miller,

In accordance with your request, the Treasurer's Office has reviewed the name and addresses connected with the above noted petition. At this time there are taxes due, but they are not delinquent, therefore I have no objections to the proposal.

Sincerely,

A handwritten signature in blue ink, reading "Lynda L. Scheel", is written over a horizontal line.

Lynda L. Scheel
Treasurer, City of Livonia

OFFICE OF THE MAYOR

Maureen Miller Brosnan
MAYOR

Linda Gosselin
ASSESSOR



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2220
assessorforms@livonia.gov

July 5, 2023

To: Planning Department

Re: **Petitions 2023-06-02-09 – 35755 and 35841 Plymouth Rd.**

A request has been made by Leo Soave Inc. requesting a Special Waiver Use approval for property at 35755 and 35841 Plymouth Road, parcel numbers 125-99-0004-000 and 125-99-0010-006. The plan is to develop a Residential Development consisting of five (5) buildings. The parcels involved would need to be combined in order to properly conform. Please direct any questions to the Assessor's Office or Livonia.gov for the lot split and combination process.

Kindest Regards,

Kathie Siterlet
Residential Appraiser

From: roppenlander@mi.rr.com
To: [Planning](#)
Subject: Regarding Petition 2023-06-02-09
Date: Thursday, August 3, 2023 10:58:40 AM
Importance: High

To whom it may concern,

We live at 35824 Elmira Street, Livonia, Michigan 48150-6503. We received a letter from the City Planning Commission regarding the Leo Soave Building Inc. request for development of five buildings and eleven residential units on 35755 and 35841.

I will be out of town on Tuesday, August 15 and cannot attend the public hearing on this issue. I therefore would like to express my views on this development here. The first point that I want to share is that the reason we purchased our home at 35824 Elmira is for the privacy and seclusion that the forested area of 35755 and 35841 provide from the traffic and noise on Plymouth Road and the large Ford Transmission Plant.

My second point is that if this forested is removed, will new foliage be planted that will maintain the privacy and seclusion we now expect? The forest blocks an unpleasant view of traffic and the Ford Manufacturing Plant, and it helps reduce the noise levels.

My last concern is that any buildings erected, will be close to the wall currently between our home and the vacant lots behind us.

If someone from your office could please respond to my concerns via email so that I can discuss this with the five neighbors abutted to the potential new development at 35755 and 35841.

Arlene and Glenn Oppenlander
35824 Elmira Street
Livonia, Michigan 48150-6503

(734) 266-7133 Home
(248) 881-2841 Mobile

From: [Robert Oppenlander](#)
To: [Uhazie, Jacob](#); [Planning](#)
Cc: goppenlander@mi.rr.com
Subject: RE: Regarding Petition 2023-06-02-09
Date: Monday, August 7, 2023 4:52:12 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
Importance: High

Hello Jacob,

If you could please just submit my original e-mail with my final comments in this e-mail. I have spoken to some of the neighbors who received the Petition letter from the city, and It appears they are not pleased with losing the forested area. I believe if the foliage they plant hides the view like the current forest, people will be pleased. The problem with the current plan is that Deciduous trees lose their leaves for six to seven months of the year in Michigan, and if they are small it will be years before they grow to any useful size to block the view like the current forest. If they can plant some large Coniferous Trees they would block the view all year long and it is easier to obtain a large coniferous tree from a nursery than a small deciduous sapling.

From: Uhazie, Jacob [mailto:juhazie@livonia.gov]
Sent: Thursday, August 3, 2023 4:41 PM
To: roppenlander@mi.rr.com
Subject: RE: Regarding Petition 2023-06-02-09

Good afternoon,

I am happy to speak with you in regard to the proposed development on Plymouth Road.

Since you are unable to attend the meeting in person, you can submit your thoughts to the planning commission via email. Our staff will submit your comments as part of the official record while the commission considers their vote. I can submit this email directly for the record or you are welcome to send a separate one addressed directly to the planning commission to the planning@livonia.gov email.

To your question about what plants and privacy, the landscape plan shows a layer of deciduous trees between the rear of the new buildings and existing lots. It appears that the wall would remain as well.

The site plan also shows that there will be a 35-foot setback from the rear of the buildings to the back of the property line. For reference, the minimum rear setback for the neighborhood 1 zoning is 30 feet.

Thank you



Jacob Uhazie
Planning & Economic Development Coordinator
City of Livonia | Planning Department
(734) 466-2293 | (734) 674-7647
juhazie@livonia.gov
www.livonia.gov



This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential, and/or exempt from disclosure under applicable laws. If the reader of the message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and/or reply to this e-mail message. Thank you.

From: roppenlander@mi.rr.com <roppenlander@mi.rr.com>

Sent: Thursday, August 3, 2023 10:59 AM

To: Planning <Planning@Livonia.gov>

Subject: Regarding Petition 2023-06-02-09

Importance: High

To whom it may concern,

We live at 35824 Elmira Street, Livonia, Michigan 48150-6503. We received a letter from the City Planning Commission regarding the Leo Soave Building Inc. request for development of five buildings and eleven residential units on 35755 and 35841.

I will be out of town on Tuesday, August 15 and cannot attend the public hearing on this issue. I therefore would like to express my views on this development here. The first point that I want to share is that the reason we purchased our home at 35824 Elmira is for the privacy and seclusion that the forested area of 35755 and 35841 provide from the traffic and noise on Plymouth Road and the large Ford Transmission Plant.

My second point is that if this forested is removed, will new foliage be planted that will maintain the privacy and seclusion we now expect? The forest blocks an unpleasant view of traffic and the Ford Manufacturing Plant, and it helps reduce the noise levels.

My last concern is that any buildings erected, will be close to the wall currently between our home and the vacant lots behind us.

If someone from your office could please respond to my concerns via email so that I can discuss this with the five neighbors abutted to the potential new development at 35755 and 35841.

Arlene and Glenn Oppenlander
35824 Elmira Street
Livonia, Michigan 48150-6503

(734) 266-7133 Home
(248) 881-2841 Mobile

Hi,

I was planning on attending the meeting tonight, but a family emergency came up. I do have some concerns.

1. The size of homes?
2. Are they adding street lights?
3. The trees on the back of the lot. There are some safety concerns for my family. See attached pics.
4. Will they be adding new landscaping?
5. What are the buildings for? What size? How tall?

I'm hoping there will be a 2nd meeting, so I can voice my concerns.

Thanks,

Doug Doyle

35862 Elmira













**OTHER ITEMS
RELATED TO THE
PETITION**

**CITYOF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD SEPTEMBER 6, 2023**

Meeting was called to order at 8:33 p.m. by Council President Jim Jolly. Present: Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; and Jacob Rushlow, Assistant Director of DPW.

Councilmember McIntyre led the Pledge of Allegiance.

3. SITE PLAN PETITION: Planning Commission, re: Petition 2023-07-08-06 submitted by Leo Soave Building Company, L.L.C. requesting approval of the Master Deed, Bylaws and site plan to develop a site condominium (Sunset View) consisting of eleven (11) single-family homes on the property at 30250 Morlock Avenue located on the west side of Sunset Avenue between Fargo Avenue and Eight Mile Road in the Northwest $\frac{1}{4}$ of Section 2.

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

President Jolly asked if the property on the east and west side of the street were all a single piece of property at one time.

Mr. Taormina said he has no record of a parcel split of this development.

President Jolly feels the development should conform to the east side of Sunset and asked why we would put eleven homes in rather than eight like the other side.

Councilmember Donovic indicated that the Ordinance calls for 70-foot widths and that is why there would be additional lots available. This would also allow for two large retention areas on the sides.

Mr. Taormina said they can meet the requirements and still provide the stormwater detention. Lot eleven would be 108 feet in width which could be spread among other lots but would push that lot farther for the west and wouldn't have the frontage along the right of way.

Councilmember Donovic said 70-foot lots and the width of the road are common throughout the community.

Todd Zilincik, City Engineer, verified that they need a greenbelt area for snow plowing and to allow for parking of two cars and an emergency vehicle throughway.

Vice President Toy asked for the width of the lots to the east. She also asked if the petitioner must have a monument sign.

Mr. Taormina said they are about 87 feet wide by 110 feet depth. They are about 10 feet shy of what the Ordinance requires as a minimum which is why they are wider. He also indicated the petitioner can request the monument sign requirement be waived.

President Jolly said he feels it is a good choice to waive the monument signs when we can do so.

Councilmember McCullough asked if there are only four catch basins on that current road. He said he used GIS at that site and measured more like 27 feet and has mountable curbs. He asked if there are any plans for additional drainage structures or the geometrics to the road.

Mr. Taormina said there are not.

Councilmember McCullough is concerned about having 10 or 11 new driveways and only four catch basins.

Mr. Zilincik indicated there may be some additional storm sewer that maybe be added to the roadway itself. There is a storm manhole at the curb at sunset as you go around the corner itself.

Councilmember McCullough also asked where the easement for Fire would be placed. He has issues with the number of homes and the infrastructure not being in place.

President Jolly asked Mr. Taormina if Council could require larger lot sizes to make this a conforming plan.

Mr. Taormina indicated Council can require larger lot sizes based on findings or if there's a consensus that is needed to make this a conforming plan. Currently, the plan meets those minimum lot size requirements and requiring something additional would probably need to have to have a basis for that in terms of the Ordinance, whether it's engineering standards being complied with, or other issues that are spelled out in the Ordinance.

Paul Bernier, City Attorney, agreed with Mr. Taormina that there must be adequate and sufficient reasons to increase the requirements.

President Jolly said he thinks it would make sense in terms of a density from a water runoff standpoint to do so.

Councilmember Bahr indicated this area was rezoned by a previous Council from rural urban farm to residential years ago. His concern is it looks like we are packing homes in here and they should be compatible with the surrounding area, and he is not in favor of the plan currently in front of them. He would like to see this item put into Committee of the Whole.

Joe Eadeh, representative for Soave Building, indicated they have worked diligently on this to be sure it meets all the requirements of the city. He indicated that development and redevelopment are what keep communities strong. He did object to the term of “jamming” 11 houses in the space as that number of homes are fully within the requirements.

President Jolly asked if there are such narrow parameters regarding approving or denying things like this, why is this even a petition before us under our ordinances and why it's not just something that can be built upon Administrative Approval? We are hearing from neighbors who don't like things like this, we may not agree with what we're seeing, but our hands are tied regarding what the outcome might be in regard to what we have to do per our ordinances. He feels that this is a fundamental flaw of what we're looking at in terms of the obligations of this Council.

Mr. Bernier said that there must be sufficient and rational reason to vote no on something like this and just because the neighbors want a Greenbelt is not one of the reasons.

Councilmember McIntyre said we do have options and she likes Councilmember Bahr's recommendation to put this into Committee to work with a developer to make sure that what we're approving is in harmony and legally defensible.

Councilmember Donovic asked what the purpose of lot size requirements are if we aren't going to abide by them and then must vote on them. He said in looking at the plan, all the infrastructure is there leading him to believe this was meant to be developed. He asked Mr. Zilincik if it would be possible to install two more catch basins to manage more water run off without ripping up the road portion and causing more issues for the existing homeowners.

Mr. Zilincik said they could remove and replace the road or bored it out.

Councilmember Bahr indicated he had no ill will when he used the term jamming homes in, he just feels that we don't need that level of density here. He responded to Councilmember Donovic's comment as to the purpose of the Ordinance and it is to establish a minimum, not to dictate what the width would be. He feels it is within the purview of the Council to push for plans that are compatible with the surrounding neighborhoods.

Councilmember McCullough asked Mr. Zilincik if the established road already there if it is part of the site plan and permitting process to provide stormwater calculations for the existing roads.

Mr. Zilincik said it would typically exclude that just for the new development itself and then on the parcel that was developed.

Councilmember McCullough reiterated he is not in support of this plan the way it is.

Councilmember Morgan asked Mr. Zilincik if he thinks there is enough run off and we are looking at a plan that is going to work perfectly.

Mr. Zilincik asked for clarification of the question, is there enough capacity in the bio retention system proposed or enough capacity in the storm system of the existing sunset Avenue.

Councilmember Morgan said he is asking both.

Mr. Zilincik said he would have to look at the C factor of the detention area but suspects there would probably be more impervious area added once you add the home plus the driveways and whatever area patios that nature itself, but we want to make sure it all depends on the size of the pipe and the slope of the pipe. There could be enough capacity in the pipe. There are only four catch basins which may be enough capacity based on the size of the pipe. Typically, one side of the street has a two-foot inlet with a 12-inch storm sewer goes across to the main trunk line. And again, it's depending on the size of the pipe and the slope. He would want to make sure that we don't have any flooding back there so we may have to increase the detention, which may shave off a lot.

Councilmember Morgan asked what the size of the existing storm is. He also asked if adjustments would be made after the development started if Engineering determined that another catch basin or wider runoff were needed.

Mr. Zilincik said he believes the size is 27 and it is on the south side. He indicated that Council is approving the site plans and Engineering must make sure it works functionally.

Mr. Eadeh said he the storm sewers are usually installed to handle the full development planned even if it will be done in phases.

The following residents voiced opposition to the development due to basement flooding, narrow roads, loss of Greenspace, number of homes in the plan, and the lack of shared information:

Emma Chapman, 20230 Sunset Street
Donald Brockway, 20234 Sunset
Juliette Abbott, 20226 Sunset
Angela Booth, 20311 Milburn
Ryan Molnar, 20218 Sunset
Michael Doyle, 20210 Sunset
Paul Abbott, 20226 Sunset
Sylvia Kaoud, 30892 Kenwood Court
Zofia Milcarz, 30869 Kenwood Court

Councilmember Bahr offered a motion to refer this to matter to Committee of the Whole on the Regular agenda.

DIRECTION: COMMITTEE OF THE WHOLE REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

3.

Planning
August 24, 2023

MEETING DATE

S090623/R09823

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

SITE PLAN PETITION: Planning Commission, re: Petition 2023-07-08-06 submitted by Leo Soave Building Company, L.L.C. requesting approval of the Master Deed, Bylaws, and site plan to develop a site condominium (Sunset View) consisting of eleven (11) single-family homes on the property at 30250 Morlock Avenue located on the west side of Sunset Avenue between Fargo Avenue and Eight Mile Road in the Northwest ¼ of Section 2.

BACKGROUND DETAILS

August 24, 2023

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2023-07-08-06 - Sunset View

Dear Council Members:

At the 1,203rd Public Hearings and Regular Meeting held by the City Planning Commission on August 15, 2023, the following resolution was adopted:

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

#08-55-2023 RESOLVED, That the City Planning Commission does hereby recommend to City Council that Petition 2023-07-08-06 submitted by Leo Soave Building Company, L.L.C. requesting approval of the Master Deed, Bylaws and site plan pursuant to Section 7.27 of the Livonia Zoning Ordinance, as amended, to develop a site condominium (Sunset View) consisting of eleven (11) single-family homes on the property at 30250 Morlock Avenue located on the west side of Sunset Avenue between Fargo Avenue and Eight Mile Road in the Northwest ¼ of Section 2, be approved subject to the following conditions:

1. The Site Plan identified as Sheet CS-100, dated August 1, 2023, as revised, prepared by Angle Design & Engineering, is hereby approved and shall be adhered to.
2. The Landscape Planting Plan, identified as Sheet LP-1, and the Landscape Notes & Details, identified as Sheet LP-2, dated July 20, 2023, prepared by Nagy Devlin Land Design, are hereby approved and shall be adhered to.

3. All disturbed lawn areas, including road rights-of-way, shall be sodded in lieu of hydroseeding.
4. Underground sprinklers are to be provided for all landscaped and sodded areas, and all planted materials shall be installed to the satisfaction of the Inspection Department and thereafter permanently maintained in a healthy condition.
5. A sidewalk shall be installed throughout the development to the satisfaction of the Engineering Department.
6. The condominium Master Deed and Bylaws comply with the requirements of the Subdivision Control Ordinance, Title 16, Chapter 16.04-16.40 of the Livonia Code of Ordinances, and Section 7.27 of the Livonia Zoning Ordinance, as amended.
7. The petitioner shall include language in the Master Deed and Bylaws that requires the condominium association to reimburse the City of Livonia for any maintenance or repair costs incurred for the stormwater detention/retention and outlet facilities and gives the City the right to impose liens in the event the charges are not paid within thirty (30) days.
8. This site shall meet either the City of Livonia or the Wayne County Storm Water Management Ordinance, whichever applies, and the developer shall secure a soil erosion and sedimentation control permit before commencing any grading activities on the site.
9. The developer and all contractors and subcontractors shall employ best management practices to prevent, reduce and mitigate the problems associated with soil erosion and airborne dirt and dust from migrating off-site, including provisions for erosion control barriers, daily street sweeping, watering, and halting earthwork activities on days when the wind conditions are likely to cause a problem.
10. Only a conforming entrance marker is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
11. All required cash deposits, certified checks, irrevocable bank letters of credit, and/or surety bonds shall be deposited with the City prior to the issuance of engineering permits; and
12. Pursuant to Section 13.13 of the Livonia Zoning Ordinance, as amended, this approval is valid for a period of one year only from the date of approval by the City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

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

AYES: Dinaro, Ventura, Caramagno

NAYS: Long, Wilshaw

ABSENT: Bongero

ABSTAIN: None

ATTACHMENTS

1. S090623 Petition 2023-07-08-06 - Resident Response 4
2. S090623 Petition 2023-07-08-06 - Resident Response 3
3. S090623 Petition 2023-07-08-06 - Resident Response 2
4. S090623 Petition 2023-07-08-06 - Resident Response
5. 2023-07-08-06_E-COUNCIL Pkt

APPROVED BY



Mark Taormina, Planning and Economic Development Director

Date: August 28, 2023



Maureen Miller Brosnan, Mayor

Date: August 31, 2023

From: [Simmons, Jennifer](#)
To: [Brosnan, Maureen Miller](#)
Cc: [Mayor Staff](#); [Planning](#); [CityCouncil](#)
Subject: FW: Development up for consideration at 8/Merriman - Murlock
Date: Tuesday, August 29, 2023 9:34:32 AM

Jennifer Simmons

Constituent Relations Specialist
City of Livonia | Mayor's Office
(734) 466-2204
jsimmons@livonia.gov

From: Michael Doyle <michael.doyle25@gmail.com>
Sent: Monday, August 28, 2023 9:25 PM
To: Mayor Maureen Miller Brosnan <mayor@livonia.gov>
Subject: Development up for consideration at 8/Merriman - Murlock

Dear Mayor Brosnan,

im sending this email on behalf of not just myself but the families and kids on our block. We are a special block. i understand that the below (developer) has rights but at the same time i hope you can understand our concerns. This is new to me getting involved in local politics, but i sold my home in berkley to move here and couldnt be happier, unless this development moves through. All i ask is you consider the below, read the packet supplied and listen to us next week and at the following council meeting.

My name is Michael Doyle, I live at 20210 Sunset Street, Livonia Michigan 48152 (8 and Merriman) and im emailing about new homes being considered at a study meeting next week on September 6th at 8pm for 30250 Morlock, Livonia, MI 48152. I hope this email finds you well! I want to start that I understand the Sovac building company owns the land and (unbeknownst to all of us on this block) this land is within new zoning rights from a while ago.

I want to ask that you read the packet closely as I know we (myself included) have sent letters that should have been included in the packet and **also want to invite you to the block before or after the meeting to see our concerns**. I would hope that existing citizens be consulted before the effects of new homes on an existing dead-end street be considered. **We recently invited and a hosted Councilman and while we were honest about the above (owner/zoning) they agreed this would not work due to a number of factors, and also why many of us live on this particular block.**

During that meeting we did have a group of near-by citizens worried about construction near their property and also traffic. Most if not all of us plan to be at the September 6th Study meeting. We are distributing an FYI flyer campaign in our area and speaking with over a dozen neighbors every home had concerns about traffic and/or the construction timelines. There is also concern regarding the road leading to our block/ road integrity and curb stability that I would hope will be considered. Let alone drainage, and other factors.

At the planning meeting it was voted yes for your consideration but on a 3-2 vote, and I will mention being at that meeting (planning commission) the developer representative was not sure about a lot of concerns. The video below is the planning meeting our concerns starts at the 54th minute or so with our concerns and earlier for details. There were questions from four of the five members from my memory and that one member who did not ask anything voted yes.

The 2 no votes were from the vice president and president of the commission.

I don't doubt they understood everything but there was a lot of questions and possible confusion.

Lastly, I wanted to point out during the planning commission meeting there were instances in which I think speaks to our concerns. The first one being the president Ian Wilshaw brought up the fact that the original plan of our current homes included 11 homes, not the 10 homes we have. The water retention is an underground development and as he said "is done for the limited size of your site" and also confirmed this has been tried multiple times and failed but could not confirm the amount of times

We are a friendly and growing young family block, I will let my own and my neighbor's emails/letters do the rest of the talking. I am asking that you review the content and see our concerns before the meeting and as I said above would like to host you to see our block and hear our concerns. Im including a youtube link to the planning video, we start around minute 54. and would like to plead our case!

I hope we can host you and show you our concerns!

https://www.youtube.com/watch?v=bQ_DGCKlfuo

God bless and appreciate your time,

Michael Doyle
248-259-0579

From: [brockfiger](#)
To: [Kasprowicz, Sara](#)
Subject: Morlock/sunset nee home development.
Date: Thursday, August 24, 2023 2:23:06 PM

Hello,

My name is Donald Brockway, I live at 20234 Sunset St. Livonia mi 48152.

There is a possible property development in the works for the woods across from our home.

Like the rest of my neighbors, we moved into this home because it was tucked away and had a nice wooded lot across from it. It's a natural buffer between the apartments on the other side and outer home. It cuts down on the noise, the street lights, the cars and people coming and going all hours in the apartments.

If these woods are cut down we will have no buffer. Even with the new homes our beautiful view and quiet will be gone. We have deer that live in the woods and large birds. The birds cut down on the rodent problem caused by the dumpsters in the back of apartments.

The whole street has little kids. And it's so tucked away being a dead end we don't worry much about street traffic. We would lose this with the new homes.

Separately the new development plan is calling for condos but the plan shows single family homes. It's very confusing. The plan is for 11 properties which would make that are very cramped area. The home in the corner closest to 8 mile would have trouble with chemical runoff from the industrial building next to it. No one in their right mind would move in there.

The homes on the next street will be affected as well. Some of us were hoping the city would buy the property to leave it as woodlands.

We (all the neighbors) ask that this lot be left alone. Please.

Sent via the Samsung Galaxy S22+ 5G, an AT&T 5G smartphone

From: [Michael Doyle](#)
To: [Kasprowicz, Sara](#)
Subject: Letter for Murlock development packet
Date: Thursday, August 24, 2023 8:26:14 PM
Attachments: [Murlock.8 and merriamn development Citizen Concern - Doyle - 20210 Sunset St..docx](#)

Hi Sara! i called a few days ago and finally had time to write this. can you include in the packet you planned to build tomorrow for the murlock developement - 11 homes approved for recommendation by the planning commission? This i believe is for the 9/6 study meeting, can you also confirm which council meeting this is for?

im also paranoid that I recorded your email wrong, can you confirm you received this and possibly 1 or 2 others? thanks!

thanks!

Michael and Nikki Doyle
20210 Sunset Street
Livonia, MI 48152

To whom it may concern,

I am a resident on a block that is being considered for 11 new homes at 30250 Morlock, Livonia, MI 48152 on a September 6th study meeting and wanted to share concerns. I will start by saying I do acknowledge that the land is privately owned, the land is within zoning (which none of us knew but happened years ago) and that our concerns are mostly personal but there are other factual concerns as well.

This is a summary of our concerns that I will spell out after these bullet points:

- Traffic and congestion concerns – neighbors on adjoining roads have concerns about already high traffic volumes (Fargo for instance). Fargo is the only entrance to our subdivision and is a rather busy road to begin with.
- Repeated attempts to develop – what is different now if this did not get approval in the past.
- A multi-year construction cycle on a dead-end road with a curve which is not easy at times to traverse. I live on that corner and have seen larger trucks have issues. During the winter, I have helped shovel neighbors' cars out of the corner due to lack plowing.
- I spoke about wildlife, currently there are a few families of deer who call that land home. I know there is an increased population and would be worried about consolidation of their living environments. We also are concerned the deer will come and eat our vegetation and invade our own personal space beyond what we are used to. We all like having the deer, a neighbor who lives near me asked me to pass along notes said she loves the rustic feel and why she has lived here for decades.

I would like to note that 8 of our 10 homes were present at the planning commission meeting. While it passed for your review it was a 3-2 vote. I want to point out the president and vice president both voted no and asked the most questions of the 5 members of the planning commission. There was also a commission member who did not question anything as the other 4 did. This worried me as all 5 members questioned things on another approval that passed 5-0

This property which is a wooded area separating us from an apartment complex has been tried (as I have heard up to 5 times) to be developed and it has failed each time. If there were concerns in the past with water/ sewage/ plot size or traffic I would think that would still apply. There is a past history of failed attempts and would like it to be considered when approving or denying.

While I will not speak for the whole block, I know we have concerns about a multi-year construction cycle – that the developer could not give any kind of timelines beyond “im not sure, 2 years maybe”, on a dead end with what we call a “dead mans curve”. There was talk at the planning meeting also about the integrity about our road and curbs with the large trucks by someone who understands infrastructure much better than then rest of us. His father I believed helped build the current homes and spoke to his concerns.

I also want to add that in talking to near by blocks, the consensus is 100% no one wants the development and were presented with the fact it is zoned and privately owned. Some of those concerned are unable to attend meetings and asked I pass on their concerns.

Another concern is the make up of our block, I understand that blocks have many kids and evolve over time. Currently we do have 10 kids on our block, 9 of which are under 5 years old and one due in October and we don't have many sidewalks to walk them beyond our block. This I know is not a good enough reason to say no to a new development, but in a few years, having 10+ kids playing with up to 40 cars coming and going, plus increased parcel trucks, construction trucks and other traffic concerns all of the young families on the block and also those on the block who don't have young kids.

As a block we have seen maybe 1 or 2 plow trucks in the 6 years I have lived here. We shovel / snow blow our road as a block but with more homes if we did see plow trucks, having cars on each side of what we consider a narrow road, could not pass in my opinion. This also could affect emergency vehicles if cars are across from each other as well and is a concern. I owned a home in Berkley on a dead end and the road was much wider and was still a “tight fit” in terms of driving down the road.

I moved to Livonia in 2017 after getting engaged and sold my home in Berkley, Michigan. I loved Berkley and spent near my whole life there but chose to move into my Wife's home for the ambiance, privacy and how the city seemed to support forested area, wild-life etc. My wife has lived here very happily for over 8 years. She chose this house because of the quietness and seclusion. This area also allows our kids (and others on the block) to enjoy nature even in a small

form. I would be disappointed if this moved forward. Many members of my block stay here because they bought their homes for the area and the addition of more than doubles the homes from 10 to 21 would cause multiple of my neighbors to consider moving.

We also have gone around explaining the situation to neighboring blocks, and each person had concerns about traffic down Fargo, Sunset and other roads.

Lastly, as I have seen this week this land absorbs a lot of precipitation, as well as snow. The removal of that dirt and forest would concern me as we get flooding already, and having more precipitation go into the road would not be ideal. Only our side of the road has water drains/sewer access. Needing to install drains on the other side since the forest can't absorb the moisture would lead to (again in my opinion) road issues with construction.

If nothing else, I appreciate you reading this and hope it paints a picture of our concerns. Some are emotional, some are more factual but at the end of the day I love this city and I know whether it is passed or rejected, it is done so in the best interest of the city and its citizens. I have some of the best neighbors, each of which are just as passionate about this issue and I hope this will be considered when making your final decision. I do welcome you out to our block to see our concerns.

Michael Doyle
248-259-0579
Michael.Doyle25@gmail.com

Also on behalf with thoughts from Patricia who does not email and cannot attend meetings.

Patricia Ervin
313-399-8180

From: [Rhonda Brooks](#)
To: [Kasprowicz, Sara](#)
Subject: Building on Sunset
Date: Wednesday, August 23, 2023 9:28:12 AM

Good Morning-

I've heard about the building of more houses on Sunset. I am a resident that lives on Fargo. I am hoping that this doesn't happen. Fargo has a lot of traffic already and that traffic is often speeding. We need a stop or yield sign at Fargo and Sunset.

Respectfully,
Rhonda Maxfield

Petition 2023-07-08-06 submitted by Leo Soave Building Company, L.L.C. requesting approval of the Master Deed, Bylaws and site plan pursuant to Section 7.27 of the Livonia Zoning Ordinance, as amended, to develop a site condominium (Sunset View) consisting of eleven (11) single-family homes on the property at 30250 Morlock Avenue located on the west side of Sunset Avenue between Fargo Avenue and Eight Mile Road in the Northwest ¼ of Section 2.

**CITY OF LIVONIA, MICHIGAN
APPLICATION FOR SITE PLAN REVIEW & APPROVAL**

All petitions for Site Plan Approval shall be filed with the City Planning Commission,
33000 Civic Center Drive, Livonia, MI 48154-3097.

For filing fee see computation below

Date Filed: 07-20-2023 Petition 2023-07-08-06
Site Address: 30250 Morlock Ave. Sidwell 46-006-99-0080-000
Requesting Approval to Construct a Condominium consisting of 11 Units
Applicant: Leo Soave Business/Company: Leo Soave Building Company, LLC
Applicant's Address: 37771 Seven Mile Rd. City: Livonia State: MI Zip Code: 48152
Applicant's Phone # (586) 219-7880 Applicant's Email Leosoavebuilding@gmail.com
Contact Person: Fadi Khalil Business/Company: Angle Design & Engineering LLC.
Contact's Address: 22417 Cranbrooke Dr. City: Novi State: MI Zip Code: 48375
Contact's Phone # (313) 258-2036 Contact's Email Fadi@angledesignllc.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 (if proposed must submit separate sign application)
- 2) **Detailed Landscape Plan** including:
 - listing or labeling of all planted materials as to type and size
 - areas to be fully irrigated
 - percentage of landscaping provided (15% of total site required)
- 3) **Building Elevation Plan** depicting:
 - architectural quality
 - wall section & detail plan - exterior building materials must be labeled (i.e. brick, thin brick, E.F.I.S.)
 - all visible rooftop mechanical equipment and how they will be screened
- 4) **General Floor Plan** showing:
 - floor layout
 - entrances & exits
 - restaurants are required to illustrate seating arrangement & capacity
- 5) One (1) set of reduced plans (i.e. site, landscape, elevation, floor), a maximum 11" x 17" in size, or digital file in a .pdf format either on CD or emailed to: planning@livonia.gov
- 6) **Legal Description** of the property to be considered (Clearly Printed)
- 7) One (1) completed application form & **three (3)** sets of full-size drawings

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

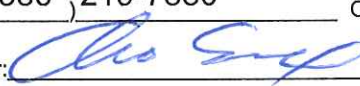
FEE COMPUTATION

\$600.00

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

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

Total Amount Due \$ _____

Owner of Property: Leo Soave
Owner's Address: 37771 Seven Mile RD. City: Livonia State: MI Zip Code: 48152
Owner's Phone # (586) 219-7880 Owner's Email Leosoavebuilding@gmail.com
Signature of Owner:  Print Name: Leo Soave

UNAPPROVED MINUTES

1

MINUTES OF THE 1,203rd PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, August 15, 2023, the City Planning Commission of the City of Livonia held its 1,203rd Public Hearing and Regular Meetings 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: Wafa Dinaro Sam Caramagno Glen Long
 Peter Ventura Ian Wilshaw

Members absent: David Bongero

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

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

ITEM #2 PETITION 2023-03-08-02

Sunset View

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2023-07-08-06 submitted by Leo Soave Building Company, L.L.C. requesting approval of the Master Deed, Bylaws and site plan pursuant to Section 7.27 of the Livonia Zoning Ordinance, as amended, to develop a site condominium (Sunset View) consisting of eleven (11) single-family homes on the property at 30250 Morlock Avenue located on the west side of Sunset Avenue between Fargo Avenue and Eight Mile Road in the Northwest ¼ of Section 2.

Mr. Taormina: This is a request to construct a site condominium that would be known as Sunset View. The site is on the west side of Sunset Avenue, which is south of Eight Mile and east of Merriman Road. The property is 2.82 acres in size. It is 132 feet deep by 923 feet in length. A little bit on the history of the site. In 2005 the property was rezoned from RUF (Rural Urban Farm) to R-3 (One Family Residential). One year later, in 2006, the city approved Sunset View condominiums consisting of 10 conforming R-3 lots. The project, which a previous owner of the property proposed, was never developed. In 2021, with the adoption of the Livonia Vision Zoning Ordinance, the R-3 district was eliminated and replaced with the N2 zoning and as a result, the minimum required lot width was reduced from 80 feet to 70 feet. Directly across Sunset Avenue, are homes zoned N2 Neighborhood. To the west is the Whispering Woods apartment complex, zoned NM1. To the south, are residential homes, also zoned N2. And directly to the north, are industrial properties, mostly zoned to M-1 (Light Manufacturing). All 11 site condominiums would front on the existing Sunset Avenue, which has a right-of-way width of 55 feet. Lots 1 through 10 would all measure 70 feet in width by 132 feet in depth. Lot 11, which is the northernmost unit, would measure 168 feet in width by 132 feet in depth. In comparison, the lots across the street are all over 80 feet in width, reflecting the zoning that was in place in 1996 at the time the Sunset Subdivision was platted, which was R-3. The plans show a bioretention basin that would run along the south, north, and west sides of the development. The basin would be approximately 62 feet in width at the north end of the project adjacent to Lot 11. It would be 18 feet wide on the west side along the rear of all 11 lots. And at the south end adjacent to Lot 1, the basin would be about 55 feet in width. This feature would be planted with a wetland seed mix and would provide onsite treatment of all the stormwater runoff. There is landscaping including a tree shown being planted for each lot as required by the ordinance. The plans do not show a sidewalk, although one will be required. The sidewalk is going to have to continue along the west side of the street as part of this development. The development is allowed one sign at a maximum of 20 square feet in area and five (5) feet in height. There are no drawings specific for the homes, although the petitioner has brought some renderings and can describe those in more detail this evening. We received the master deed and bylaws for the project, which indicate that the exterior of the multi-story residences will be at least 65% brick, and for the ranch-style homes, there will be a minimum of 80% brick. The

minimum home sizes would be 1,300 square feet for the single-story homes and 1,500 square feet for Cape Cod's and colonials. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Taormina: Mr. Taormina: The first item is from the Engineering Division, dated June 30, 2023, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed project at this time, but would like to note the following items: 1. The subject parcel is assigned the address of #30250 Morlock Avenue. Once the plans have been submitted for permits, the Engineering Department will assign addresses to the individual units. 2. The legal descriptions included with the submitted drawings both close per surveying standards, but there are multiple discrepancies between the description shown on the title page and on the "Topographic and Boundary Survey" sheet. The Owner should provide one description that matches on all sheets. 3. The existing parcel is currently serviced by public sanitary sewer, water main and storm sewer. The submitted drawings indicate extensions of the existing utilities to service the proposed units, which we do not believe will impact the existing systems negatively. 4. The proposed development will be required to meet the Wayne County Stormwater Ordinance. Per the submitted drawings, stormwater detention is indicated, but we will need to do a thorough review of the plans once they are submitted for permitting. 5. Per the proposed layouts, all storm sewers, including detention basins, will be privately- owned. Sanitary sewer and water main will be public, located within dedicated easements on the site or in the existing right-of-way. 6. The submitted drawings do not show sidewalks along the front of the proposed condominiums, which are required with all new developments. The sidewalk should be shown on the drawings unless waived by the City Council, and it should connect to the existing sidewalk at the north end of the development. 7. No construction or soil disturbance (including dumping of materials) should occur on the site until the owner obtains the appropriate permits. (Engineering Earthwork, SESC, etc.). 8. The Master Deed and Bylaws that were submitted on July 26th do not include the referenced Exhibit "B" drawings which show proposed easements, so we are not able to review those items at this time. Since those items are vital to the placement of site utilities, it is our position that this petition should not be approved until all of the pertinent information has*

been submitted for review.” The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Livonia Fire & Rescue Division, dated August 1, 2023, which reads as follows: “This office has reviewed the site plan submitted in connection with a request to construct a commercial building & roadway on property located at the above referenced address. We have no objections to this proposal with the following stipulations: 1. A fire access road shall be provided with not less than 20 feet of unobstructed width and have a minimum of 13 feet 6 inches of vertical clearance in accordance to 18.2.3.4.1.1 and 18.2.3.4.1.2 of NFPA 1, 2015. 2. Any curves or corner of streets shall accommodate emergency vehicles with a turning radius of fifty-three feet wall to wall and an inside turning radius of twenty-nine feet six inches. 3. Standard for residential cul-de-sacs is 50’ with a minimum right-of-way radius of 60’ to provide for sidewalks and utilities. A further detailed plan review will take place when this division receives an official plan set.” The letter is signed by Brian Kukla, Fire Marshal. The next letter is from the Division of Police, dated July 26, 2023, which reads as follows: “I have reviewed the plans in connection with the petition. I have no objections to the proposal.” The letter is signed by Paul Walters, Sergeant, Traffic Bureau. The next letter is from the Inspection Department, dated August 1, 2023, which reads as follows: “Pursuant to your request, the above-referenced petition has been reviewed. This Department has no objections to this petition.” The letter is signed by Jerome Hanna, Director of Inspection. The next letter is from the Finance Department, dated August 3, 2023, 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 July 25, 2023, which reads as follows: “In accordance with your request, the Treasurer’s Office has reviewed the name and addresses connected with the above noted petition. At this time there are taxes due, but they are 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: Thank you, Mr. Taormina. Is there any questions for our planning staff? I don't see any questions. Our petitioner's representative is in the audience. Please come forward again. Good evening.

Joe Eadah, representing Leo Soave.

Mr. Wilshaw: Thank you, sir, and anything else you'd like to add to the presentation?

Mr. Eadah: The sidewalks, absolutely. We are putting them in, and there was also I think question about fencing in the back, which is going to be vinyl fencing. And the one fence that's in the front there, that is...I think is the black chain link fence that's going to be removed. I think those were the questions last meeting.

Mr. Wilshaw: Okay. Thank you for addressing those issues. Let's see if there's any other questions for you from any of our commissioners, any questions for our petitioner?

Mr. Wilshaw: No questions at all.

Mr. Caramagno: Joe, thanks for answering those questions, those sidewalk and the fencing questions. What's the proposed size of these houses you're going to put in there?

Mr. Eadah: Probably between 1,800 to 2,000, except for the ranches, as Mark said, you know, and we're hoping to keep them in the low fours.

Mr. Caramagno: Okay, you've got pictures here too. These are renderings of what they may look like.

Mr. Eadah: Yes, correct.

Mr. Caramagno: Will they have concrete driveways or asphalt driveways? What do they have?

Mr. Eadah: No, concrete driveways. I don't believe in the ordinance that you can have asphalt driveways. So there would be concrete driveways.

Mr. Caramagno: Okay. Thank you.

Mr. Wilshaw: Thank you, Mr. Caramagno. Any other questions for our petitioner? If there's no other questions for our petitioner, then I'll go to our audience to see if there's any comments from anyone in our audience wishing to speak for or against this petition. Please come to either one of the podiums. That's fine. We will be here as long as you need to be. Hi, Hello, good evening.

Juliette Abbott, 20226 Sunset Street, Livonia, MI. Represented here are all but two houses. We are small but mighty. So, eight out of ten houses are represented in the audience right now. So, this plan has come to you all maybe in a different rendition five times, okay, or thereabouts. And each time it has been denied for a variety of reasons. And I realized a few years ago that the ordinance did change. We didn't know that when we purchased our home as did I think everyone on the street, I think I can speak for most of you. Um, we bought our home because of the wooded area. That I think was for my husband and I personally 50% of the reason was the secluded nature of the property, and we had good confidence that nothing would be built there because on the other side, as you can see, there are apartments. So, we are blocked from the view of these apartments by beautiful trees that have been there for so long. If you drive down our street, they are over 100 feet tall. They're gorgeous, and should be preserved. Our green spaces are necessary. In terms of the data, I have to politely disagree with your sewage...I'm not sure what department it is but the water and sewer. As someone who lives on that street, I can say with confidence that any time it rains, the area across where they're proposing these buildings, it turns into a marsh if you walk back there it is soggy. The road in front, the dead man's curve as we call it, floods every single time that it rains heavily. So to add more houses there, to lose the green space that right now contains much of the water that falls, I think will put an undue burden on that sewer system. The road is not wide. If you park one car there, two cars cannot pass. We have this issue with trucks coming in and out for deliveries. Eleven more houses in that area when across the street, we have more space and less houses is going to be pretty congested. Currently, the snowplows do not service our streets. We collectively as a team of residents service our streets. And lastly, the butterflies. Butterflies are an endangered species. Across the street from us there is milkweed all along that property. We enjoy the butterflies every year. And that's going to be a next step if it goes there, but we are very much against any building in that area. Thank you.

Mr. Wilshaw: Thank you, ma'am. Appreciate your comments. Anyone else wish to come forward and speak. Good evening, sir.

Audience member: Good evening. Hello. Did we play soccer together?

Mr. Wilshaw: You do look very familiar to me.

Donald Brockway. 20234 Sunset, Livonia, MI. Like my neighbor was saying we're small street. Everybody knows each other. Most of the street has small children that being on kind of a dead end everybody kind of is able to go out in the street and play and we have all that area. The woods, the kids go back there. At one point there was almost a trail for everybody to walk on. We very much did not expect anything to be...to happen with the woods. This, like she said. The secludeness and the woods being there was a big part of buying the home in that area. Several of the other residents of this neighborhood and street have voiced an opinion of possibly moving if there's going to be new construction. I would hate to see for a mass exodus from that street especially when it's not a very good time to buy homes. These trees block the apartments that are on the other side of the woods. There's nothing wrong with apartments. We just like our trees and the neighborhood and the aesthetics that we have. They cut about 15 - 20 feet into the woods when they had to remove brush for the electrical lines this past year. And now we're starting to see the apartments, as it is. With this proposed plan, we will all be able to see the tops of the apartments, the areas is going on there, and in some places on the street, we'll be able to see all the way to Merriman. It's a big buffer between the main roads, and then the apartments, if we're putting another set of houses there, it just seems like it would be too congested. You had mentioned about the fire trucks and the streets. Anytime, even the garbage trucks which are shorter than the fire trucks come down the streets, when they get to the end, they have to back up and make a two or three point turn to come back down the street. We've had several large delivery trucks that have had to come down there and they've actually backed up into the woods and broken all kinds of trees because they couldn't turn around. It is very narrow, and you know, if we do have some people that are parking on the street, we wouldn't be able to have that. On the other side, it would be too many cars back and forth. I don't know that we have any legal ramifications it's just that a good majority of us don't want the woods to go. And I don't know how far that goes with, with planning and construction or how far that is. But we just wanted to be heard. In addition, there's been some talk about the particular company that's putting in these houses as far as their track record. Maybe I shouldn't speak on that. Is that, Mr. Long, is that what you're shaking your head that?

Mr. Wilshaw: Mr. Long, feel free to comment if you wish.

Mr. Brockway: I mean, it's just open source, it seems like there's a lot of people that are very unhappy with that particular company, and long, long times for building projects being overdue, things not being up to code or up to...but that's, you know, this could be anybody building houses there. It's not just this company. So maybe we'll leave that out.

Mr. Wilshaw: Yeah, I think the key thing is, is to focus on, on the fact that houses are being proposed there, as opposed to the actual person that's going to put them in, and, what concerns do you have about residential development across the street from your house,

Mr. Brockway: If they are to be put in, it's just going to be overly crowded in my belief, and then we also would want houses that are going to be ...f they did put something there, we would want something that's going to be equal to the same types of property we have. So everybody keeps the same land value as we have now, nothing's going to be decreased or increased or things of that nature. We all do like the butterflies like she was saying I don't have anything additional at this time.

Mr. Wilshaw: We appreciate your comments. Mr. Brockway. Thank you for coming. Thank you. Anyone else wishing to speak on this item, please come forward. Hi, good evening.

Clara Lawrence, 20222 Sunset, Livonia, MI. I'm the original owner, when the homes were built in 1997. I saw my home being built. I saw my neighbors move in. I saw children being born. Right now. I'm a single woman living on this street. I'm the only grandmother on the street to 10 almost 11 little children under the age of 10. I porch sit. I know my neighbors. I love my neighbors. I love the animals that come to our forest across the street, and two of us...we all have forests in our backyard. Two of us do not have fences in our backyard. So the deer, the rabbits, everything comes from across the street that you're planning to destroy, and travelled through our two backyards to go to the next forest to go to the next forest and the next forest. I think you all know that animals are in big trouble because of our community developments. And just I hope and pray that this new development does not go through. Thank you.

Mr. Wilshaw: Thank you ma'am. Appreciate your comments. Anyone else wishing to speak feel free to come forward. Good evening, sir.

Michael Doyle, 20210 Sunset Street, Livonia, MI. I do have a small speech issue.

So, I apologize if it holds this up. First of all, I am the first house, as you come on, on what she called the Dead Man's curve. If you can imagine coming down the road, there was a curve. And then there's a curve right after that. I am on that corner. She had mentioned about kids on the block. We do have 10 and I have one coming in two months. And it's my...it's gonna be my third in the house. My second and my wife's third and just give you some backstory, when I met my wife, I owned a house in Berkeley, Michigan. I loved Berkeley, I grew up in Berkeley, I wanted to live there my entire life. Once I saw this house in this area, I wanted to move to her house, and I sold mine to move onto our block. And I'm sorry, this is kind of an emotional thing. Because I really love our block. As you can tell, we're almost all here. I just am...I've seen cars, delivery trucks, people who don't understand and who don't know our block, whip around that corner. And I work in my living room right next to the big window. So I see every car come in, I'm kind of that guy who was like, hey, there's a person trying to survey out there. And I'm telling them about it. So I love this block. And actually, they've covered most of my topics, it was mostly, you know, we have a lot of young kids and adding 20 more cars onto our block, having parking on both sides. And on that road, you don't have to pull your car in at night. So if you have parking on both sides at night, now you're trying to get things going, I don't believe we have lights on our road. We don't have lights on our road. She had mentioned the animals. There are multiple families of deer living in those woods. And in our little area of say, between Eight and Seven Mile Merriman to Middle Belt, there's probably seven or eight families that I've seen. There's two or three families in that area alone. So now they're going to be going into other areas, or they're going to be eating up our gardens or doing this or that, or they're going to be coming in our yards, and they've been...things like that. They're in a happy place there. This is gonna sound kind of weird. I actually named them because I worked from, you know, right there. And it's like, Oh, hey, John. But I'm sorry, that was dumb. But yeah, just mainly, um, you know, one concern that I had was that when I did talk to one of our neighbors who was not here, she said, this has been tried five times, it's been failed five times. And so I would like to understand, you know, if you have time, after I talk, why this has changed with, you know, with the changes a couple of years ago, but I also want to bring up I called a couple months ago and I asked, and I, it took a couple of times to get in touch with the right person, but they had measured it out and said it's 130 feet. And I didn't know if that was like depth or width

or, or you know this or that. The person on the phone told me it would be 150 feet would be required. And so it would have to be rezoned. So, I felt better, because he told me I would get a letter about that. When I called three weeks ago to find out when this was going to be on the agenda. They said if it has to be rezoned that, not only us but people on the other blocks would be told and that they could also come and we didn't get anything. So I'm assuming that has to do with the thing that happened a couple of years ago, which we didn't get anything on. I know that there's probably five or six people on the other dead end next to us who are fully against it because they will be impacted. And there's people even over on Fargo. She didn't have time to write in and she's hurt right now and she couldn't come in. But she's even worried about the traffic on Fargo as well coming in. I am not against growth of the city. I love this city. I've been here now for six years, and I have no problem with growth. But when I look at the whole idea of the reason why I wanted to move to this city and my mind you this is my own personal thing. Taking down those woods and putting up homes and you know, just adding in more cars, more congestion, more chances for one of our 1011 kids to be hit. You know, that does make me worry. And the last thing that I will say...I didn't make a lot of notes here. But the last thing that I'll say is I just hope that you do take our words to heart and understand where we're coming from where we came as a you know, a small army, if you will. And I hope that if this does pass and you know, we don't have a chance to say no, that the developer would work with us to try and eliminate most of our concerns.

Mr. Wilshaw: Well, thank you, Mr. Doyle, for coming up and speaking. You did a great job. Thank you so much. And what I can say is I'm not going to get into a back and forth as to you know why this petition is here before us today, other than to say that this property is owned by an individual. They have a right to develop, or to propose development on that property. So that's why they're coming to us now. They've done that in the past, perhaps it's been different owners. I'm not sure the exact background scenario, but at any point, anybody that owns property is always willing and capable of coming to us to ask. It's our job to look at that and say, is it appropriate, you know, is this the best development for that property, is that the best use of the property, we evaluate all those factors, what residents in the area have to say, and so on and, and try to make the best decision we can. And our decision is a recommended decision, which will go on to city council with that recommendation. So ultimately, they will make the final decision. But just to give you

at least a little bit of that background, and explain some of those things and you are correct that the zoning change that occurred a couple of years ago, which occurred throughout the city, all areas, and all zoning and were pretty much affected by that. It did change some of the dimensions and so on, and is probably facilitating why this is looking a little bit different than it may have before.

Mr. Doyle: Okay, so and then also, I'm sorry, last thing I promise. She talked about how we all kind of pitched in to do the road. I've lived here for six years; I've seen a plow once and that was after we had taken care of the road. I'm that first house as you come in, and I can tell you right now there is water buildup there all the time. So, if that forest isn't able to absorb all of that, then I would have even more worries about that. So, thank you.

Mr. Wilshaw: We appreciate that comment. Thank you. Anyone else wishing to speak for or against, feel free to come forward? Good evening, sir.

Ryan Molnar, 20218 Sunset, Livonia, MI. A lot of my notes have already been brought up, one of which you are speaking upon the rezoning and how it's conveniently gotten smaller. And with the proposal, counting the units, that would allow for one more house to be developed on the opposite side of our block. Also, it was mentioned that sidewalk would have to be placed as well. Limiting even more space for anybody that moves in. So anybody that moves in, is already given very limited space. It's been brought up that we have 10 children that have free range of this wonderful part of Livonia that we all chose for the same reasons. We would all be directly impacted, some of which are considering moving, which would impact me, which would impact us, because we are more than a community. You know, these are my neighbors, we look out for each other, our children play together. I'm not opposed to new families joining our block, but I do have safety concerns. Our street is not very wide as it's already been brought up. If we have more homes, you could assume that they're gonna want to park in the road as well, which would only allow one lane of traffic and if we have trucks, a fire truck, an ambulance that needs to get down there quickly. I wouldn't want those emergency vehicles to have to weave in and out of parked traffic. Another concern of mine is our elderly neighbor, who we consider our neighborhood grandmother. How long is this construction going to be for eleven homes, one lane of traffic. I just recently lost my grandmother. And I wouldn't want anybody else to be put in the situation. My grandmother

was going through the same thing. She was going to have construction down the road and that was the big concern of ours. What if an emergency vehicle needed to make it to Grandma's, they wouldn't be able to do it. She would have to go pick up her mail somewhere different for months. We're not going to do that. We're standing up. We are voicing our opinions but it's mainly concern of safety for me. I am the neighbor that made that nature trail in the woods for our children. Called it the dyno trail. It's already been impacted by DTE removing about 30 feet of the woods, which really blocked the sound barrier, the light barrier between our block and the apartment buildings. Once those trees were removed, you knew those apartments were there. And when we first moved there, I promise you, I didn't even know apartments were there until a year after we moved in, you know, that following winter, when the leaves fell. brought out the nature, the beauty for us to make even more of an impact on the nature. I think, rezoning and making things smaller, makes it convenient for bigger business to come in and make some money. I guess that's what this world is all about is making money. But we're family men here. It's not about making money. It's about family and keeping people safe. So my main concern is the safety with the development of that's and the time period that it's going to take for that and the impact that they'll have on my children's upbringing. I don't see them playing in the front yard when there's bulldozers. You know, that's just the safety concern. Also the one neighbor that doesn't have a fence, I let my chickens run free. Chickens, me and my children. So I just wanted to thank you for your time. Greatly appreciate it. Please take our thoughts and consideration.

Mr. Wilshaw: Thank you. Appreciate your comments. Anyone else wishing to speak feel free to come forward? Good evening, sir.

Randall Smith, 20222 Sunset, Livonia, MI. I don't care about the woods. I know someone owns it, it's private property. I've represented plenty of people who've done developments, but I wouldn't represent someone who was doing this development. I would the previous one. It was very nice use of space to get the proper zoning for an abandoned industrial space or commercial space and put in housing, that's a great use of land. And it's a great duty for the city to provide. This is not. That road is soft asphalt, and, like Ryan said, if you have construction on that street up and down there for at least a good year, probably two for 11 houses, you're gonna destroy the street. It is not a conforming street that they will build in the Livonia width wise. You cannot park two cars and get through. Maybe on a bicycle or walk. And I don't

know if that's been even looked at by the city engineers or planning. But I can't imagine...the curbs will get destroyed and it was a shoddy construction in the first place in 1996. It wasn't...not a lot of things were up to snuff. With not just with the houses, but with the roads and the sidewalks. But I think it's a terrible use and a terrible approval of this project, considering that road and who lives on it and the nature of the road. And if anyone has been down that road, you could probably have a good sized pickup truck or a moving truck that would destroy that the surface on the tarmac. So that's my concern. The woods are great. And it is kind of putting a square peg in a round hole at this point to chop that off. And there's probably 500 apartments there. There are halogen lights, there's buzzing, there's all kinds of noise. And to just cut that land out in the middle of that square mile there...is a very wooded area. And like Clara said, the deer go through there the turkeys go through there. That's just really, I think that's a poor use of management abilities for the city to allow someone to stick houses in there just because there's land. That's all I have to say.

Mr. Wilshaw: Thank you, Mr. Smith. I appreciate your comments. Anyone else wishing to speak for or against, feel free to come forward and Good evening. Hello, ma'am.

Gwen Schenkelberger, 20238 Sunset, Livonia, MI. I've worked for the second largest developer in the United States. So believe me when I say I am pro-development, but when I talked to my coworkers, they agreed with me that this was not a good idea. And they were on my side and I said exactly what I said if I was in these shoes. I would not be allowing development here. For one, I know that the children have been brought up...I personally have a special needs child. She doesn't know the meaning of stop when we try to tell her not to run into the street adding more chaos, cars. It's just going to make things so much harder for even the typical child and like other people have said, that curve...I've had my car personally stop there and not be able to move and Mike luckily was outside that day and was able to help me push my car so I can imagine all the large trucks, the other cars that are going to congest, this little area. The other thing is just the noise is loud enough, I work from home. And the work that's being done on Eight Mile is already very loud. There's a lot of like auto construction kind of work that goes on there. And just to add more people, more sounds during our work day, it's very difficult. I know several of us do work from home all the time. So that's just a huge inconvenience for all of

us that are trying to be productive during our day. That's all. Thank you.

Mr. Wilshaw: Well, thank you for your comments. Anyone else wishing to speak for or against this item? Good evening, ma'am.

Diane Hill, 20242 Sunset Street, Livonia, MI. I've lived there since 1996. My husband and I were one of the original owners, We bought the last house available and that is one of the reasons why we bought there because of the property. We never had kids, but I have seen three generations of kids just like these people within the area, they've come and gone. for other reasons, bigger houses, whatever. My main concern is, while I have a couple concerns, the trees, and the privacy and the noise from the apartments. We're going to see dumpsters on the back. We don't know what's going to come from them dumpsters, it could be rats, we don't know. And I live in the lot, where you see a car. And I...my trees are all falling down because of the weather. And I have to see all these construction vehicles first of all, which is ridiculous. And now I got to look at apartments through more houses. It is a safety concern for all the kids. I do agree with all these people here and I just think there isn't enough room to do all of the planning and then the other thing I and I just heard tonight, the size of the houses, we are all have 1,500-1,600 square foot houses, pretty much 1,600. Now you bring in these 1,800 square foot houses, 2,000 square foot houses, who's going to want to buy our house when we go to sell it, because they want the bigger houses. They aren't going to when our little houses have been there for 20 years. So I don't really want those houses developed for all of the reasons that I've stated. And pretty much what everybody else has said. So I think to see all this go on..

Mr. Wilshaw: Thank you. All right. Anyone else wishing to speak for or against this item? Have one more gentleman, Good evening, sir.

Paul Abbott, 20226 Sunset, Livonia, MI. Okay, just give me a second.

Mr. Wilshaw: Take your time.

Mr. Abbott: I am in support of everything. Can you read this? I don't know why I'm having an issue with this. Do I need to say this or can she read what I'm saying...she support like the congestion would be ridiculous having trucks coming in all the time. In winter, when the leaves fall off the trees, the lights from the apartments like they shine in to our house. So it's a problem but

when in the summer in the spring, it's not an issue. So, the delivery trucks as well I have to I have to say they can be a problem as well. Often they use our driveway to turn around they don't again because at the end, it's a very tight turn. So oftentimes the trucks will use my driveway to turn around which I'm not opposed to but I didn't know about the asphalt. Like I didn't know that was an issue. Fargo by the way is a bus route. So anyway, there's a bus that goes down Fargo anyway. I don't know how much that would impact trucks delivering supplies and whatnot but also Fargo never gets plowed at all. And how that's a bus route and never gets plowed, I don't know. Also these houses that are proposed, their backyards would be the apartments. So in terms of size, I wouldn't want to live in something like that. I understand that there would be nice houses and good size but have apartments as your backyard that I would be opposed to that. And also my wife and I...

Mr. Wilshaw: Just take a deep breath, it's fine

Mr. Abbott: We love living here. That's all I have.

Mr. Wilshaw: Thank you, Mr. Abbott. We appreciate your comments. Anyone else wishing to speak for or against this? I think we've covered everybody from the residents, so thank you for speaking. Mr. Eadah, would you like to address anything that was discussed? Again, we don't we don't want to create a back and forth debate. But if there's anything that was addressed, or anything that was raised that you would like to address feel free to us.

Mr. Eadah: I mean, we are very sensitive to the traffic. They are right, there will be some congestion. I'm not gonna sit here and lie to anybody. But that's during business hours. I mean, we're not going to have guys there at night when the kids come home from school or anything like that. And if they are, if they hire somebody to plow the snow, we'll be more than happy to chip in on that the plow the snow to. I can't speak for any new residents that go in there.

Mr. Wilshaw: Right. Okay. Is there any questions from any of the commissioners? Mr. Ventura.

Mr. Ventura: Mr. Eadah, are there going to be dumpsters there or are you going to do curbside trash pickup?

Mr. Eadah: I believe that's curbside trash pickup over there.

UNAPPROVED MINUTES

16

- Mr. Ventura: It would be curbside
- Mr. Eadah: Yeah, we're not gonna be putting dumpsters at a residential site. Now, during construction we will have the large dumpsters. They will be on the site.
- Mr. Ventura: Yeah. But on an ongoing basis, there will be no dumpsters. When do you anticipate, if this is approved, to start construction?
- Mr. Eadah: Now by the time we get to City Council and everything, probably either late fall or early spring.
- Mr. Ventura: And how long would you anticipate it would go on?
- Mr. Eadah: If I was to answer that question, I'd be a liar too because it just depends. It depends on the market.
- Mr. Ventura: Your best guess.
- Mr. Eadah: It depends on the market. One resident said two years. I'm gonna go with that. I would say at tops would be two years.
- Mr. Ventura: Okay, thank you.
- Mr. Wilshaw: Thank you, Mr. Ventura. Any other questions for our petitioner? Please stay up there for we may have some additional questions.
- Mr. Caramagno: All right. Yeah, I've got a couple.. Okay. Joe. That's a private road. So, how do you split the ownership of a private road for access to your condos?
- Mr. Eadah: I did not know it was a private road.
- Mr. Caramagno: Is that a private road, Mark? The city doesn't maintain it?
- Mr. Taormina: This is the first time I've heard that it doesn't get plowed. That's a little surprising to me. That's a question for DPW why they wouldn't plow that road? I was not aware of that.
- Mr. Caramagno: Okay, so that is a city street.
- Mr. Taormina: Public road, yes.
- Mr. Caramagno: Okay. I was

Mr. Taormina: It should be a city-maintained street. Yeah.

Mr. Caramagno: Okay. So there's no issue...

Mr. Taormina: That's part of a platted subdivision. So, it's absolutely a public road.

Mr. Caramagno: Sorry for being confused there. If there's any damage to the road as a result of this potential subdivision or 11 houses going in there, who maintains the road? If there's damage done with heavy equipment coming down, there has to be...

Mr. Taormina: Typically, maintenance bonds are posted that would ensure that the road would be properly maintained through construction, and if any damage, the bonds would be forfeited to cover the cost of repairs, or the developer would have to make the corrections before receiving the money back.

Mr. Caramagno: So, I would assume it's reviewed before and after.

Mr. Taormina: Yes, that's all handled through our engineering division. That's correct.

Mr. Caramagno: Okay. As far as the large trees go in the back, I heard some of the folks mention the large trees shield the apartments, and the utility company came and took some trees down, which I believe is closer to the apartment side of that property, is that right? So what's down is down? And Joe, is there any chance that you can leave some big trees on the back of that property? Or is that not really feasible?

Mr. Eadah: We want to leave as much trees as possible, but part of the plan I think the city wants us to do this too, is to put a vinyl fence in the back. So, we would have to tear down any of those trees that we'd have to put a vinyl fence in the back. The tear down of those trees was DTE not ours, because there's probably wire there. And that's why they did it. So, we didn't go there and tear the trees down.

Mr. Caramagno: So, in your plans for development, have you looked and seen if there's large trees that can stay as a result of developing this property, or they are they just mostly got to come down to allow for access?

Mr. Eadah: Only if they're good, if they're nice trees, we want them to stay because it makes it nicer for us to as a developer for sale. Because we don't want to build 11 houses and just sit on them. We want to sell them, and one of the things we do look at is what trees we could keep. And most of these, as Mark probably will tell you there's also tree ordinances so you can just rip down whatever you want, anytime you want.

Mr. Caramagno: It's beneficial for you to leave as many as you can, it is less expensive to have to not have to take them down. And it would be more satisfactory probably to the residents, if you could keep some large trees in there.

Mr. Eadah: Absolutely.

Mr. Caramagno: That's all I got.

Mr. Wilshaw: Thank you. Mr. Caramagno. Any other questions or comments? Mr. Long.

Mr. Long: On the street. I guess my one largest concern with this is the intention to put 11 houses, but on the other side there, you only have I think it's 10, and so you're going to have kind of squeezed in and the driveways aren't going to line up, and you know, it's been pointed out that it's a real narrow street. So I'm sure there are many reasons for the desire to put 11 sites in there. But what's consideration given to one putting 10 in.

Mr. Eadah: I would have to talk to Mr. Soave. I couldn't answer that for you. As it sits right now, it is what the...the 11 is meeting and or exceeding all requirements to the zoning.

Mr. Long: Yes, it is. I understand that just, you know, that my concern about that is... I do see the safety concerns of that and some of the problems that it could present. Thank you. Thank you, Mr. Chair.

Mr. Wilshaw: Thank you, Mr. Long. Any other questions or comments?

Mr. Ventura: My question is for Mr. Taormina. I wonder, I'm under the impression that this plan conforms in every way with the current zoning ordinance.

Mr. Taormina: In terms of the lot dimensions and everything else, that is correct.

Mr. Ventura: There's been some concern expressed about the width of the road does it...Is it unusual to have a road this width in the city?

Mr. Taormina: Rights-of-way widths vary. A standard residential street is usually 60 feet wide, the right-of-way, that is. The right-of-way usually includes a sidewalk on either side. The road itself, from curb to curb, is typically around 35 feet in width. However, road cross-sections can vary. In older subdivisions, the roads can be anywhere from 25 to 28, 29, or 30 feet wide, curb-to-curb. Sunset Avenue is somewhere around 28 to 30 feet wide. The 55-foot right-of-way is not uncommon. We have many streets where the right-of-way is only 50 feet. But typically, the standard right-of-way for a residential street is 60 feet.

Mr. Ventura: Okay, and finally, there's expressed concern about drainage, and my understanding is that the petitioner is providing drainage areas on site so that any runoff is contained on the site, as opposed to migrating over to the condos, over to the apartments or to the homes across the street.

Mr. Taormina: That is correct. That's something that the Engineering Department will review to make sure that that is the case when the final design is approved.

Mr. Ventura: Thank you.

Mr. Wilshaw: Sure Any other questions from any other commissioners? I don't see any other questions? Mr. Eadah, is there anything else that you'd like to add before we make our decision?

Mr. Eadah: No, I'm good. Thank you.

Mr. Wilshaw: Okay. Mr. Caramagno?

Mr. Caramagno: The lot furthest to the north is quite large, considerably larger than the other lots. Has there been any consideration to maybe putting a little...making that lot smaller and putting a playground area over there?

Mr. Eadah: We haven't discussed that.

Mr. Caramagno: Would there be space for it?

Mr. Eadah: I don't know, until I sit down with our engineers to find out.

Mr. Caramagno: Mark, how big is that last lot?

Mr. Taormina: I think we noted in the presentation. It was...

Mr. Caramagno: 168.

Mr. Taormina: Yes, that's correct.

Mr. Caramagno: Has Soave Building done something like that in other areas, put a little playground area for the children to play?

Mr. Eadah: I can't answer that question because I just started representing Mr. Soave.

Mr. Caramagno: Okay. Thank you, Joe.

Mr. Wilshaw: Thank you, Mr. Taormina wasn't a playground type facility part of the Washington...Washington Woods or something down by Hicks and Ann Arbor Road?

Mr. Taormina: Correct. In that case, a portion of the land was dedicated to the city for a playground. That's the park right at the corner. That became a public park. In this particular case, I don't think Parks and Recreation would have any interest in maintaining such a small area, with any type of structure. That would have to be something that would have to go before the Parks Commission. If there's interest in adding a small park, I would suggest that it be the responsibility of the condominium association for both ownership and maintenance.

Mr. Wilshaw: All right, it's a privately owned Park. Okay. It's just a thought...it is one of the only times I can think of something like that being done. But yeah, that's just...

Mr. Caramagno: Just a question.

Mr. Wilshaw: Yeah, it's a good question.

Mr. Taormina: Right now, I believe the legal description for Unit 11 includes the portion of the area for bio-retention. But I'm not certain, and that doesn't have to be the case. It would be more appropriate if it was part of a common area element. But if that area is where the bio-retention has to go, then it would be limited for any type of playground area. Without knowing the final design of the basin, , whether or not it would be usable for any type of active play area would have to be investigated further.

Mr. Wilshaw: All right. I will just make a couple of notes as some of our audience may not realize I am limited in what I can comment on or discuss because as chairman, I can't be doing anything that sways any decision making. But I did want to make a couple notes that, as I read through the minutes of the original development of Sunset View, which is your property, which I remember happening back in the early 2000s. I've been around doing this for a while. Originally, it was proposed to be 11 Lots and then was lessened down to 10. Lots. You do also have water retention that was required as part of that development, and it's done as an underground development. There's no above ground water retention facility. It's all placed underground because of the limited size of your site. So just a couple notes there of differences between that petition and this one. I just wanted to throw that out there. Is there any other questions or comments from any of the commissioners? Mr. Long.

Mr. Long: Mark, it came up a handful of times that this has been presented to us or presented to the Planning Commission or some kind of city body about five times. I don't recall seeing this before. Do you know the history of other attempts to develop this parcel?

Mr. Taormina: There have been multiple attempts to rezone the property. But the successful rezoning occurred in 2005. As I noted in the opening remarks, a 10-unit site condominium project was approved for this site in 2006.

Mr. Long: Okay. Thank you.

Mr. Taormina But prior to that, there were other attempts to rezone the property that were unsuccessful. Thank you, Mr. Chairman.

Mr. Wilshaw: Thank you, Mr. Long. Thank you, Mr. Taormina. Any other questions comments? If not, then a motion would be an order.

On a motion by Ventura, seconded by Caramagno, and adopted, it was

#08-55-2023 **RESOLVED**, That the City Planning Commission does hereby recommend to City Council that Petition 2023-07-08-06 submitted by Leo Soave Building Company, L.L.C. requesting approval of the Master Deed, Bylaws and site plan pursuant to Section 7.27 of the Livonia Zoning Ordinance, as amended, to develop a site condominium (Sunset View) consisting of eleven (11) single-family homes on the property at 30250 Morlock Avenue located on the west side of Sunset Avenue between

Fargo Avenue and Eight Mile Road in the Northwest ¼ of Section 2, be approved subject to the following conditions:

1. The Site Plan identified as Sheet CS-100, dated August 1, 2023, as revised, prepared by Angle Design & Engineering, is hereby approved and shall be adhered to.
2. The Landscape Planting Plan, identified as Sheet LP-1, and the Landscape Notes & Details, identified as Sheet LP-2, dated July 20, 2023, prepared by Nagy Devlin Land Design, are hereby approved and shall be adhered to.
3. All disturbed lawn areas, including road rights-of-way, shall be sodded in lieu of hydroseeding.
4. Underground sprinklers are to be provided for all landscaped and sodded areas, and all planted materials shall be installed to the satisfaction of the Inspection Department and thereafter permanently maintained in a healthy condition.
5. A sidewalk shall be installed throughout the development to the satisfaction of the Engineering Department.
6. The condominium Master Deed and Bylaws comply with the requirements of the Subdivision Control Ordinance, Title 16, Chapter 16.04-16.40 of the Livonia Code of Ordinances, and Section 7.27 of the Livonia Zoning Ordinance, as amended.
7. The petitioner shall include language in the Master Deed and Bylaws that requires the condominium association to reimburse the City of Livonia for any maintenance or repair costs incurred for the stormwater detention/retention and outlet facilities and gives the City the right to impose liens in the event the charges are not paid within thirty (30) days.
8. This site shall meet either the City of Livonia or the Wayne County Storm Water Management Ordinance, whichever applies, and the developer shall secure a soil erosion and sedimentation control permit before commencing any grading activities on the site.
9. The developer and all contractors and subcontractors shall employ best management practices to prevent, reduce and mitigate the problems associated with soil erosion and

airborne dirt and dust from migrating off-site, including provisions for erosion control barriers, daily street sweeping, watering, and halting earthwork activities on days when the wind conditions are likely to cause a problem.

10. Only a conforming entrance marker is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
11. All required cash deposits, certified checks, irrevocable bank letters of credit, and/or surety bonds shall be deposited with the City prior to the issuance of engineering permits; and
12. Pursuant to Section 13.13 of the Livonia Zoning Ordinance, as amended, this approval is valid for a period of one year only from the date of approval by the City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

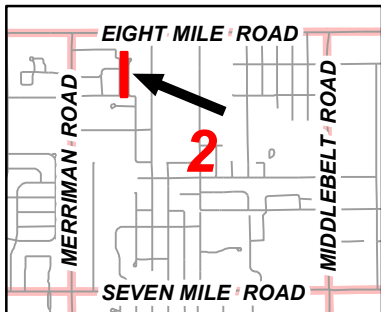
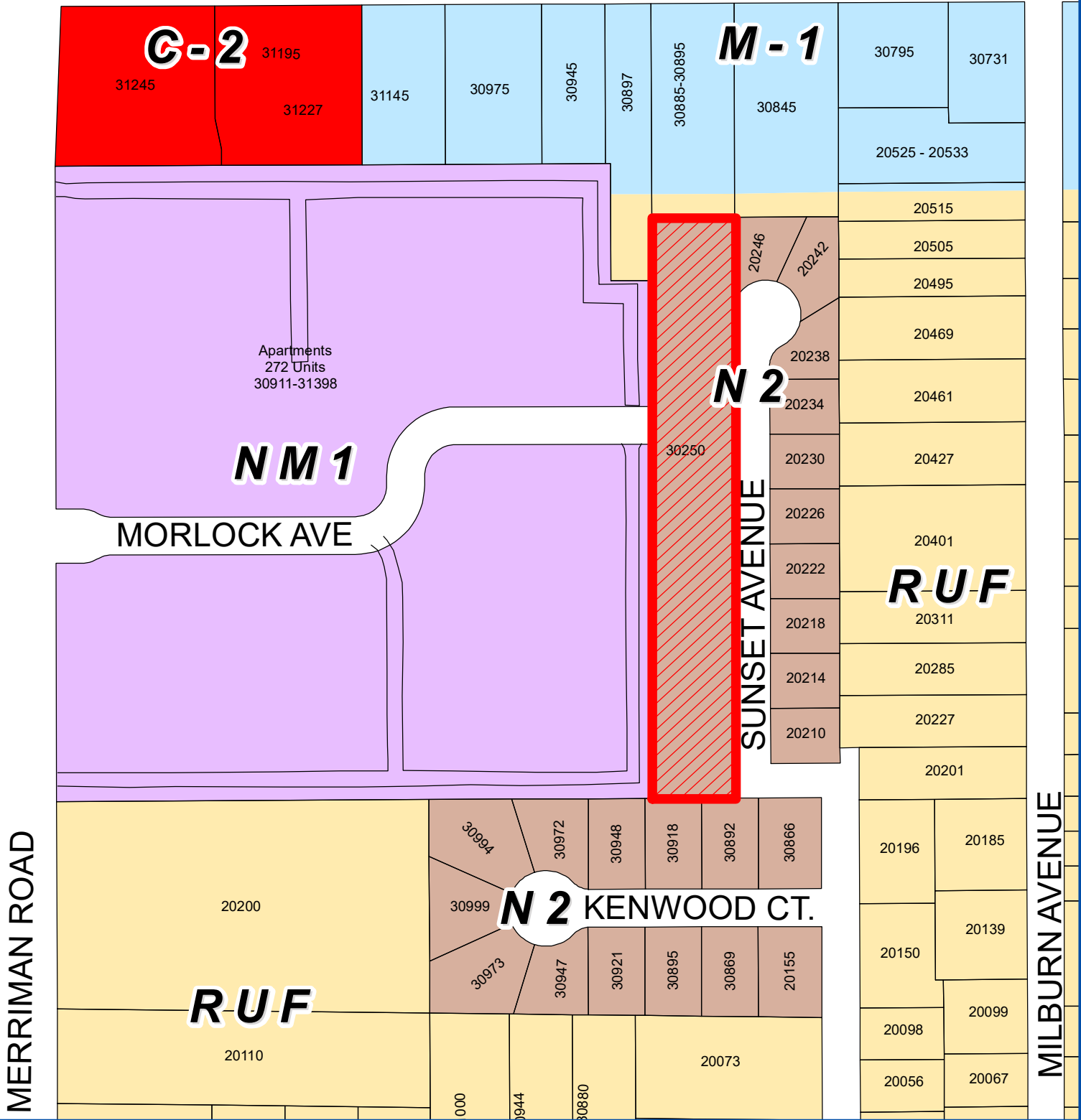
Mr. Wilshaw: Is there any discussion?

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

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

AYES:	Dinaro, Ventura, Caramagno
NAYS:	Long, Wilshaw
ABSENT:	Bongero
ABSTAIN:	None

EIGHT MILE ROAD



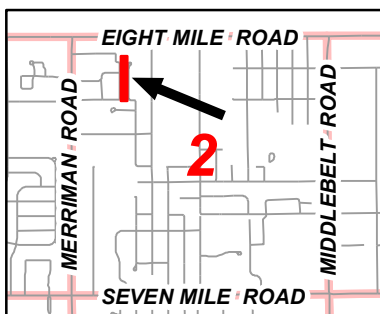
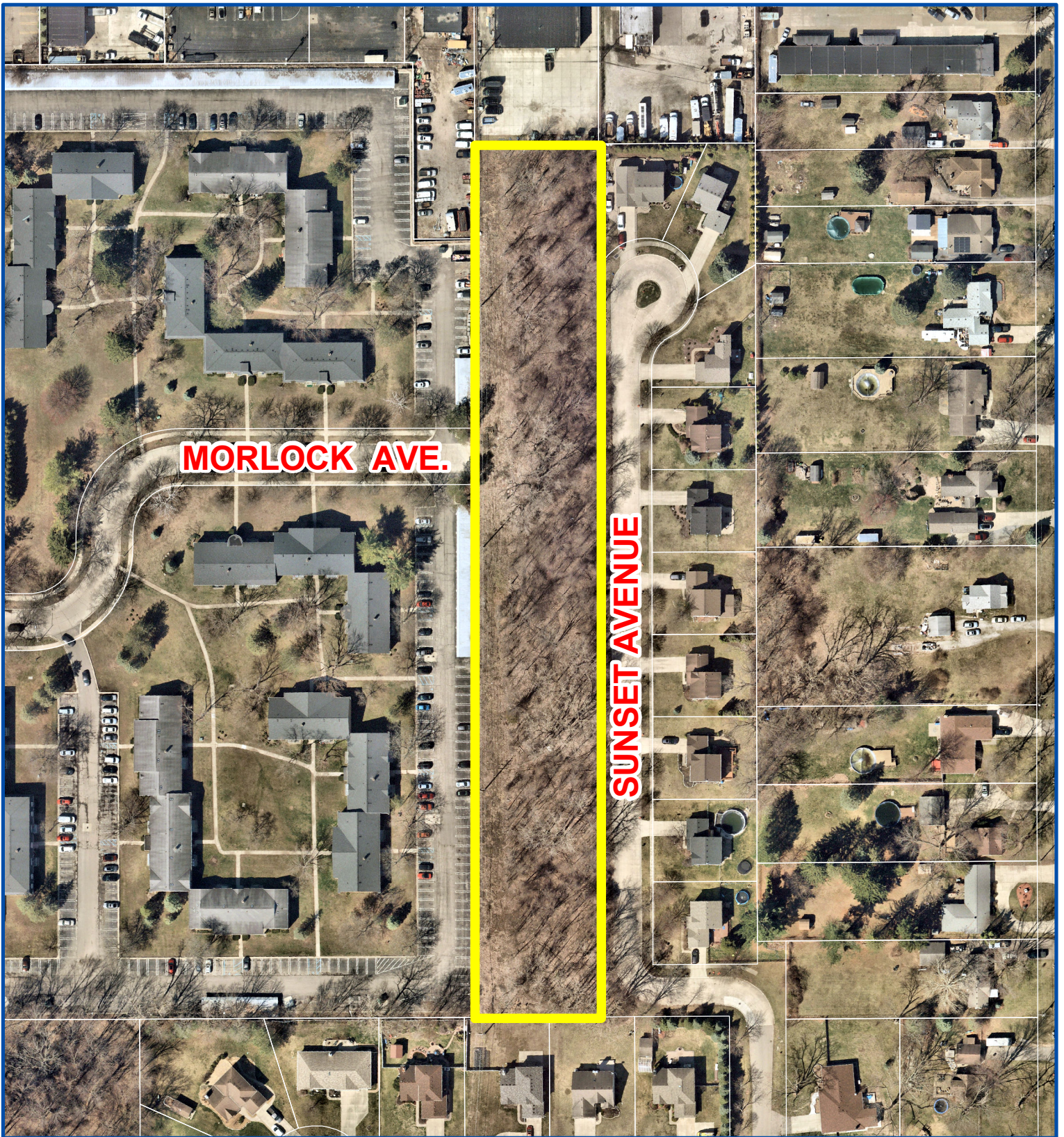
Address & Zoning Map

Petition 2023-07-08-06
Sunset View Condominium
30250 Morlock Avenue



Not to Scale

City of Livonia
Planning Department



Aerial Map

Petition 2023-07-08-06
Sunset View Condominium
30250 Morlock Avenue



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

MISCELLANEOUS

ITEM 2

Petition 2023-07-08-06 submitted by Leo Soave Building Company, L.L.C. requesting approval of the Master Deed, Bylaws, and site plan under Section 7.27 of the Livonia Zoning Ordinance, as amended, to develop a site condominium (Sunset View) consisting of eleven (11) single-family homes on the property at 30250 Morlock Avenue located on the west side of Sunset Avenue between Fargo Avenue and Eight Mile Road in the Northwest $\frac{1}{4}$ of Section 2.

August 1, 2023: Study Meeting:

This review is for a new condominium subdivision consisting of eleven (11) lots located on the west side of Sunset Avenue just south of Eight Mile Road. The zoning of the property is N2, Neighborhood. Until recently, the property was owned by General Properties Company, Inc., which owned and operated the adjacent Merriman Woods Apartments, which later changed to Apple Ridge Apartments and then Whispering Woods Apartments. In 2005, General Properties successfully petitioned to have the property rezoned from RUF, Rural Urban Farm, to R-3, One Family Residential, requiring a minimum lot size of 80' x 120'. One year later, in 2006, the City approved Sunset View Condominiums consisting of ten (10) conforming R-3 lots. With the adoption of the Livonia Vision 21 Zoning Ordinance in 2021, the R-3 District was eliminated and replaced with the N2 District. This change reduced the minimum required lot width to 70 feet, thus enabling the development of eleven (11) conforming lots, which the current plan proposes.

The subject parcel is undeveloped and covered with trees and other natural vegetation. Rectangular in shape, it measures 132.0' x 922.52' for a total of 2.82 acres. On the east side of Sunset Avenue, directly across from the site, are ten (10) platted single-family lots that make up the Sunset Subdivision, also zoned N2. Sunset Subdivision was platted in 1996 at a time when the zoning of the property was R-3. To the south are residential homes which are part of the Kenwood Estates Subdivision, zoned N2. Whispering Woods Apartments, zoned NM1, Neighborhood Multifamily, are directly to the west. And to the north are industrial properties, zoned M-1, Light Manufacturing. Located at the rear of the industrial properties, between this site and the M-1 District, is a forty-foot (40') wide "buffer" strip zoned RUF.

All of the proposed lots would front on Sunset Avenue, which has a right-of-way width of fifty-five feet (55'). Lots 1 through 10 would all measure 70' x 132', and Lot 11 would measure 168' x 132'. By comparison, the lots across the street are all over 80 feet in width, reflecting the R-3 zoning that was in place when the subdivision was platted.

The plans show a stormwater bioretention basin along the south, north, and west sides of the condominium development. The basin would be about sixty-two feet (62') wide at the north end adjacent to Lot 11, eighteen (18) feet wide along the rear of the lots, and fifty-five (55) feet at the south end adjacent to Lot 1. This feature would be planted with a wetland seed mix and would provide on-site treatment of stormwater runoff until

it slowly seeps into the ground. The submitted landscape plan shows a tree along the frontage of every lot. The plans do not show or indicate any network of sidewalks.

With respect to the entry details, residential subdivisions are allowed one (1) identification sign measuring no more than twenty (20) square feet in sign area and five feet (5') in height.

The City has not yet received a copy of the master deed and bylaws outlining the rules and regulations for this project. Additionally, the Petitioner has not submitted any drawings or floor plans of the potential homes of the development.

August 15, 2023: Regular Meeting:

On Wednesday, July 26, 2023, the condominium master deed and bylaws were delivered to the City. The following sections pertain to the size and type of homes proposed for Sunset View Condominiums:

7.6 Specific Requirements. All approvals required by this section shall comply with the following requirements:

a. **Construction Materials.** Each residence shall be finished with wood, masonry (brick or stone), or vinyl exterior with a minimum of 65% of the exterior shall be finished in brick or stone for multi-story residences and 80% of the exterior shall be finished in brick or stone for one story residences. Exposed chimneys shall have an exterior finish of brick or stone and on all other visible improvements shall be finished with wood, brick, stone, or vinyl. Roofs must be of shingle construction using fiberglass or asphalt shingles. Driveways may be of brick or cement. All exterior paints, stains, and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee on request.

b. **Size and Space Requirements.** No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages, and basements (whether full basements, daylight basements, or walkout basements):

- One-story home (Ranch) – 1,300 sq. ft.
- Multi-story home (Cape Cod or Colonial) – 1,500 sq. ft.

MISCELLANEOUS

Approving Resolution: The request to develop a site condominium on the property at 30250 Morlock Avenue is hereby approved subject to City Council approval and the following conditions:

1. The Site Plan identified as Sheet CS-100, dated August 1, 2023, as revised, prepared by Angle Design & Engineering, is hereby approved and shall be adhered to.
2. The Landscape Planting Plan, identified as Sheet LP-1, and the Landscape Notes & Details, identified as Sheet LP-2, dated July 20, 2023, prepared by Nagy Devlin Land Design, are hereby approved and shall be adhered to.
3. All disturbed lawn areas, including road rights-of-way, shall be sodded in lieu of hydroseeding.
4. Underground sprinklers are to be provided for all landscaped and sodded areas, and all planted materials shall be installed to the satisfaction of the Inspection Department and thereafter permanently maintained in a healthy condition.
5. A sidewalk shall be installed throughout the development to the satisfaction of the Engineering Department.
6. The condominium Master Deed and Bylaws comply with the requirements of the Subdivision Control Ordinance, Title 16, Chapter 16.04-16.40 of the Livonia Code of Ordinances, and Section 7.27 of the Livonia Zoning Ordinance, as amended.
7. The petitioner shall include language in the Master Deed and Bylaws that requires the condominium association to reimburse the City of Livonia for any maintenance or repair costs incurred for the stormwater detention/retention and outlet facilities and gives the City the right to impose liens in the event the charges are not paid within thirty (30) days.
8. This site shall meet either the City of Livonia or the Wayne County Storm Water Management Ordinance, whichever applies, and the developer shall secure a soil erosion and sedimentation control permit before commencing any grading activities on the site.
9. The developer and all contractors and subcontractors shall employ best management practices to prevent, reduce and mitigate the problems associated with soil erosion and airborne dirt and dust from migrating off-site, including provisions for erosion control barriers, daily street sweeping, watering, and halting earthwork activities on days when the wind conditions are likely to cause a problem.

MISCELLANEOUS

ITEM 2 Petition 2023-07-08-06 – Sunset View Site Condos

Page 4

10. Only a conforming entrance marker is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
11. All required cash deposits, certified checks, irrevocable bank letters of credit, and/or surety bonds shall be deposited with the City prior to the issuance of engineering permits; and
12. Pursuant to Section 13.13 of the Livonia Zoning Ordinance, as amended, this approval is valid for a period of one year only from the date of approval by the City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

Denying Reasons: The request to develop a site condominium on the property at 30250 Morlock Avenue is hereby denied for the following reasons:

1. The petitioner has failed to comply with all general standards and requirements as set forth in Sections 1.02 and 13.13 of the Livonia Zoning Ordinance, as amended.
2. The layout and number of site condominiums proposed for the development would have a detrimental effect on the neighboring properties.
3. That the proposed use would unduly tax and conflict with the established and normal traffic flow of the area.
4. That the proposal creates significant adverse impacts on adjoining parcels, public services, and community planning efforts.
5. Allowing this type of development would be detrimental to the aesthetic quality and appeal of the area, and thereby, inappropriately altering the character of the neighborhood; and
6. The petitioner has failed to comply with all the concerns deemed necessary for the safety and welfare of the City and its residents.

PROPOSED

30250 MORLOCK AVE.

WAYNE COUNTY, MI

LEGAL DESCRIPTION (PARCEL ID-07-317-002-13)

PART OF THE NORTHWEST 1/4 OF SECTION 2, T.1S., R.9E., CITY OF LIVONIA, WAYNE COUNTY MICHIGAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST 1/4 CORNER OF SECTION 2, T.1S., R.9E., CITY OF LIVONIA, THENCE ALONG THE NORTH LINE OF SAID SECTION 2 AND CENTERLINE OF EIGHT MILE ROAD, N. 88°10'52" E., 1006.37'; THENCE S. 01°41'48" E., 400.00' TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE N. 88°10'52" E., TO THE NORTHWEST CORNER OF SUNSET SUBDIVISION RECORDED IN LIBER 109 PGS. 86-87, WAYNE COUNTY RECORDS, 132.00'; THENCE ALONG THE WEST LINE OF SAID SUNSET SUBDIVISION, S.01°51'28"E., TO A POINT THE NORTH LINE OF KENWOOD ESTATES SUB, RECORDED IN LIBER 113, PAGES 15-16 WAYNE COUNTY RECORDS, 922.52'; THENCE ALONG THE NORTH LINE OF SAID KENWOOD ESTATES SUB, S.88°09'54" W., 134.59'; THENCE N. 01°41'48", 922.56" TO THE POINT OF BEGINNING CONTAINING 2.82 ACRES SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

SITE DATA:

*NET AREA

2.82 ACRES

SITE ZONING:

*EXISTING ZONING DISTRICT

"N2" (NEIGHBORHOOD DISTRICT)

TOTAL NUMBER OF PROPOSED UNITS

11 UNITS

SITE SETBACKS:

*FRONT YARD

30'

*REAR YARD

30'

*SIDE YARD

6' (TOTAL 16')

PARKING PROVIDED:

EACH UNIT WILL HAVE ONE (1) CAR GARAGE AND ONE (1) CAR CAN PARK IN THE DRIVEWAY.

FLOODPLAIN NOTE:

PER THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP, NO FLOOD PLAIN IS EVIDENT ON THE SITE.
(COMMUNITY-PANEL NUMBER 26163C0055E)

WETLAND NOTES:

THE PROPOSED SITE IS NOT LOCATED WITHIN ANY WETLAND AREA.

BENCHMARKS

1. BENCHMARK #100:
ARROW ON HYDRANT
ELEV. 672.64

1. BENCHMARK #101:
ARROW ON HYDRANT
ELEV. 676.14

CLIENT

LEO SOAVE
(586-219-7880)
LEO SOAVE BUILDING COMPANY, INC.
37771 SEVEN MILE ROAD
LIVONIA, MI 48152

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ISSUES

No.	DESCRIPTION	DATE
1	SITE PLAN	07-19-2023
2		
3		
4		

NOT FOR CONSTRUCTION

MISS DIG 811

LOCATION MAP

SEAL

Angle Design & Engineering

22417 Cranbrooke Drive, Novi, Michigan 48375
Phone: (313) 258-2036 Email: Fadi@AngledesignLLC.com Website: WWW.ANGLEDESIGNLLC.COM

PROJECT

30250 MORLOCK AVE.
CITY OF LIVONIA
WAYNE COUNTY, MICHIGAN

PROJECT NO:
2023-700

SCALE: NTS

DRAWN BY:
M. K.

CHECKED BY:
F. K.

PROJECT MGR:
F. K.

APPROVED BY:
F. K.

SHEET TITLE

COVER SHEET

SHEET NUMBER

CS1-100

ISSUE

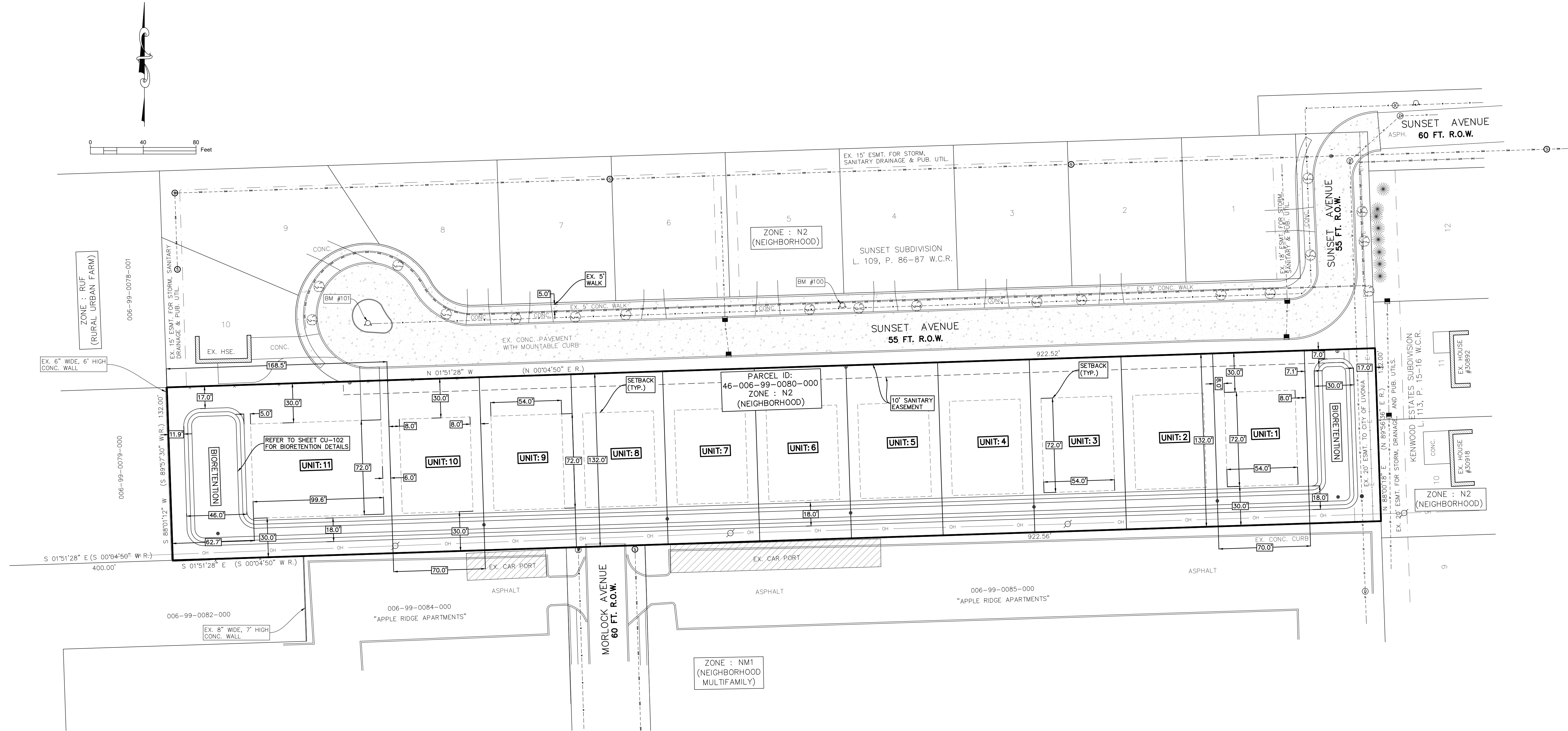
DEVELOPER:

LEO SOAVE (586-219-7880)
LEO SOAVE BUILDING COMPANY, INC.
37771 SEVEN MILE ROAD
LIVONIA, MI 48152

ENGINEER:

FADI KHALIL, (313)258-2036
ANGLE DESIGN & ENGINEERING LLC.
22417 CRANBROOKE DR.
NOVI, MI 48375

LEGEND	
	= PROP. FIRE HYDRANT
	= EX. FIRE HYDRANT
	= PROP. GV & W OR TSV & W
	= EX. GV & W OR TSV & W
	= EX. MANHOLE
	= PROP. SANITARY MANHOLE
	= EX. SANITARY MANHOLE
	= PROP. STORM MANHOLE
	= EX. STORM MANHOLE
	= PROP. REAR YARD CATCH BASIN
	= EX. ROUND CATCH BASIN
	= PROP. CATCH BASIN
	= EX. CATCH BASIN
	= EX. END SECTION
	= PROP. END SECTION
	= TELEPHONE MANHOLE
	= SIGN
	= LIGHT POLE
	= POWER POLE
	= PROP. RIP-RAP
	= PROP. CONCRETE
	= PROP. GRASS
	= PROP. TOP OF WALK
	= PROP. TOP OF PAVEMENT
	= PROP. FINISH GRADE
	= PROP. TOP & GUTTER
	= PROP. ELEVATION POINT
	= PROP. SWALE
	= PROP. HIGH POINT LINE
	= PROP. CONTOUR LINE
	= EX. CONTOUR LINE
	= PROP. SANITARY PIPE
	= PROP. STORM PIPE
	= PROP. WATER PIPE
	= EX. SANITARY PIPE
	= EX. STORM PIPE
	= EX. WATER PIPE
	= FENCE LINE
	= OVERHEAD LINE

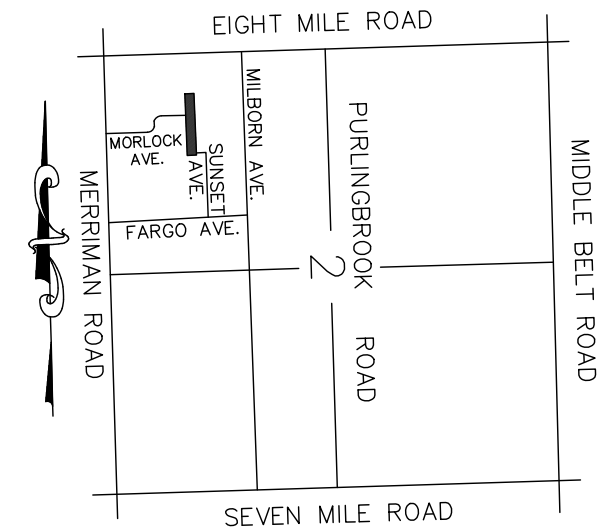


CLIENT
LEO SOAVE
(586-219-7880)
LEO SOAVE BUILDING
COMPANY, INC.
37771 SEVEN MILE ROAD
LIVONIA, MI 48152

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ISSUES		
No.	DESCRIPTION	DATE
1	SITE PLAN	07-19-2023
2		
3		
4		

NOT FOR
CONSTRUCTION



LOCATION MAP



Angle Design & Engineering
22417 Cranbrook Drive, Novi, Michigan 48375
Phone: (313) 258-2036 Email: Fadi@AngledesignLLC.com
Website: WWW.ANGLEDESIGNLLC.COM

PROJECT
30250 MORLOCK AVE.
CITY OF LIVONIA
WAYNE COUNTY, MICHIGAN

PROJECT NO: 2023-700	SCALE: 1"=40'
DRAWN BY: M. K.	CHECKED BY: F. K.
PROJECT MGR: F. K.	APPROVED BY: F. K.

SHEET TITLE
SITE PLAN

SHEET NUMBER CS-100	ISSUE
-------------------------------	-------

PROPERTY DESCRIPTION

THE FOLLOWING DESCRIBED PREMISES SITUATED IN THE CITY OF LIVONIA, COUNTY OF WAYNE, AND STATE OF MICHIGAN:
THE WEST 4 ACRES OF THE EAST 9 ACRES OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWN 1 SOUTH, RANGE 9 EAST, EXCEPT THE NORTH 400.00 FEET THEREOF, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 2, TOWN 1 SOUTH, RANGE 9 EAST, AND PROCEEDING THENCE ALONG THE NORTH LINE OF SAID SECTION 2 NORTH 89 DEGREES 57' MINUTES 30 SECONDS EAST, 1006.37 FEET; THENCE SOUTH 00 DEGREES 04' MINUTES 50 SECONDS WEST 400.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 00 DEGREES 04' MINUTES 50 SECONDS WEST 922.56 FEET; THENCE NORTH 89 DEGREES 56' MINUTES 36 SECONDS EAST, 132.00 FEET; THENCE NORTH 00 DEGREES 04' MINUTES 50 SECONDS EAST 922.52 FEET; THENCE SOUTH 89 DEGREES 57' MINUTES 30 SECONDS WEST 132.00 FEET TO THE POINT OF BEGINNING,
CONTAINING 2.7956 ACRES AND BEING SUBJECT TO ANY EASEMENTS THAT MAY BE OF RECORD OVER SAID PARCEL.
TAX PARCEL NO.: 46-006-99-0080-000
COMMONLY KNOWN AS: 30250 MORLOCK, LIVONIA, MI 48152

BENCH MARKS

BM #100
ARROW ON HYDRANT ON EAST SIDE OF SUNSET AVENUE NEAR LOT LINE OF LOTS 4 & 5 OF SUNSET SUBDIVISION.
ELEVATION = 672.64 NGVD29

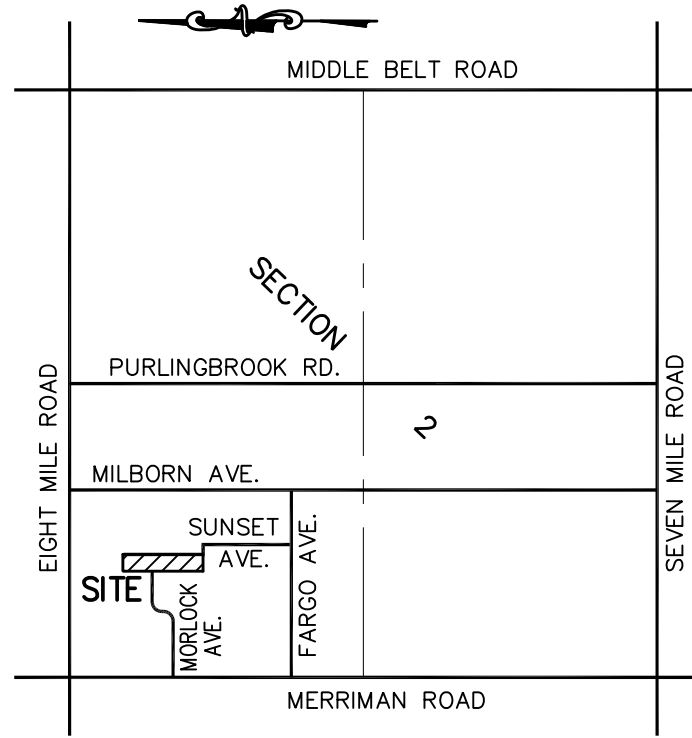
BM #101
ARROW ON HYDRANT IN CUL-DE-SAC ISLAND AT NORTH END OF SUNSET AVENUE.
ELEVATION = 676.14 NGVD29

BEARING BASIS:

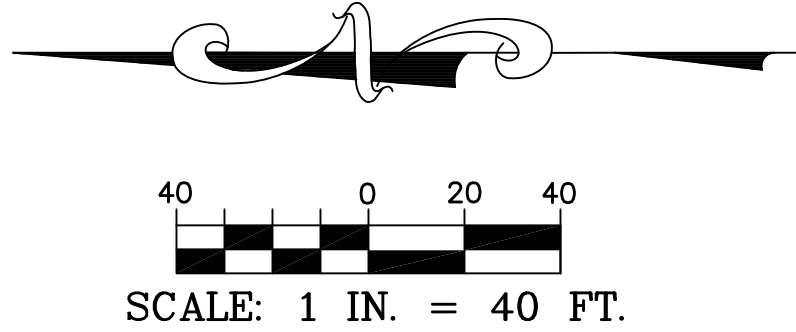
BEARINGS BASED ON THE WEST LINE OF "SUNSET SUBDIVISION" AS RECORDED IN LIBER 109, PAGE 86-87 WAYNE COUNTY RECORDS.

FLOOD HAZARD NOTE:

THIS PROPERTY IS NOT LOCATED WITHIN THE FLOOD HAZARD AREA INDICATED BY FLOOD INSURANCE RATE MAP FIRM NO. 26163C0055E, DATED: FEBRUARY 2, 2012.



LOCATION MAP
NO SCALE



LEGEND

- (R.) RECORDED AS
- FIRE HYDRANT
- GATE VALVE & WELL
- SEWER MANHOLE
- CATCH BASIN
- SIGN
- TELEPHONE BOX
- UTILITY POLE
- LIGHT POLE
- GUY ANCHOR
- SPOT ELEVATION
- TREE
- SANITARY SEWER
- STORM SEWER
- WATER
- OVERHEAD
- GAS
- CONTOUR INTERVAL = 1 FOOT

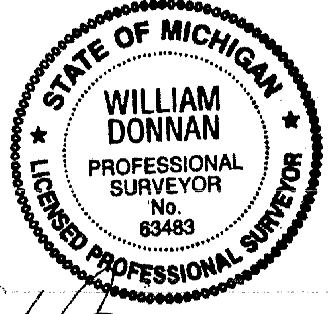
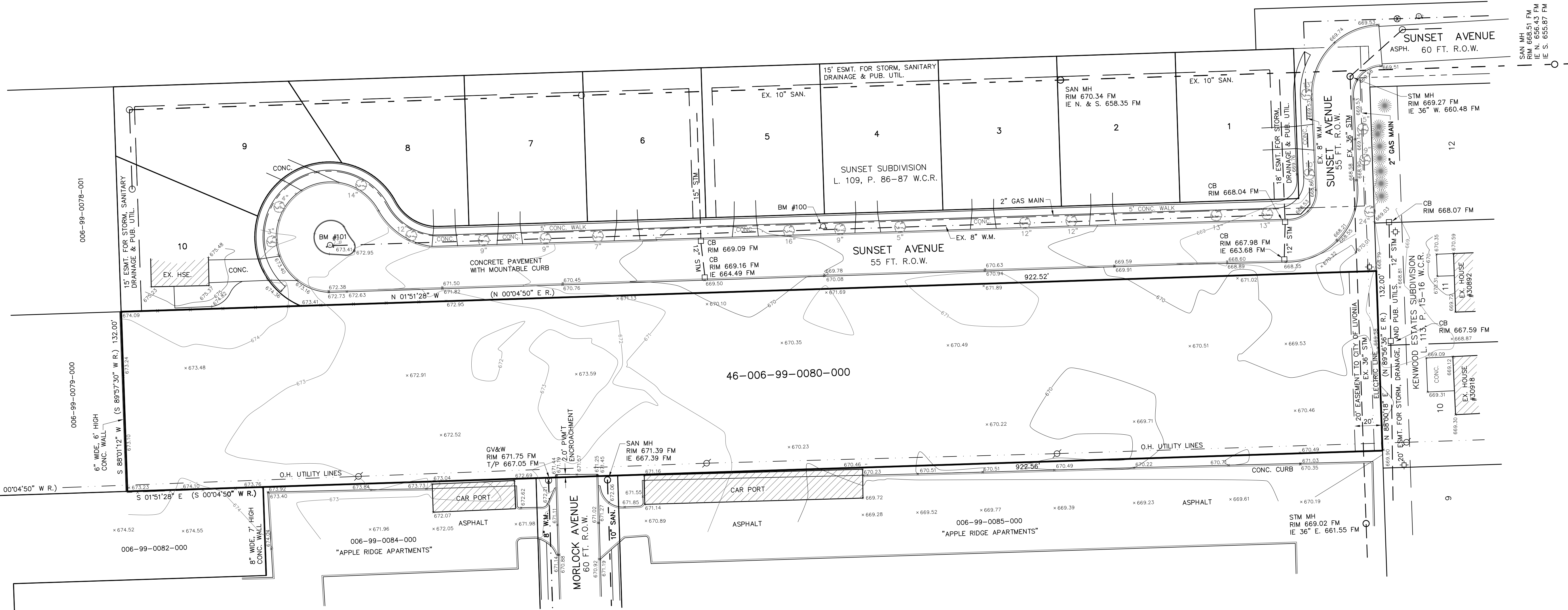
N. 1/4 COR.
SECTION 2
T.1S., R.9E.
L. 45095, P. 5

1303.88'

NORTH LINE OF SECTION 2

N. 89°57'30" E (N 89°57'30" E R.)
1006.37'

NW. CORNER
SECTION 2
T.1S., R.9E.
L. 43380, P. 129



REVISIONS

PREPARED FOR
LEO SOAVE BUILDING CO.

37771 SEVEN MILE ROAD
LIVONIA, MICHIGAN 48152
(586) 219-7880

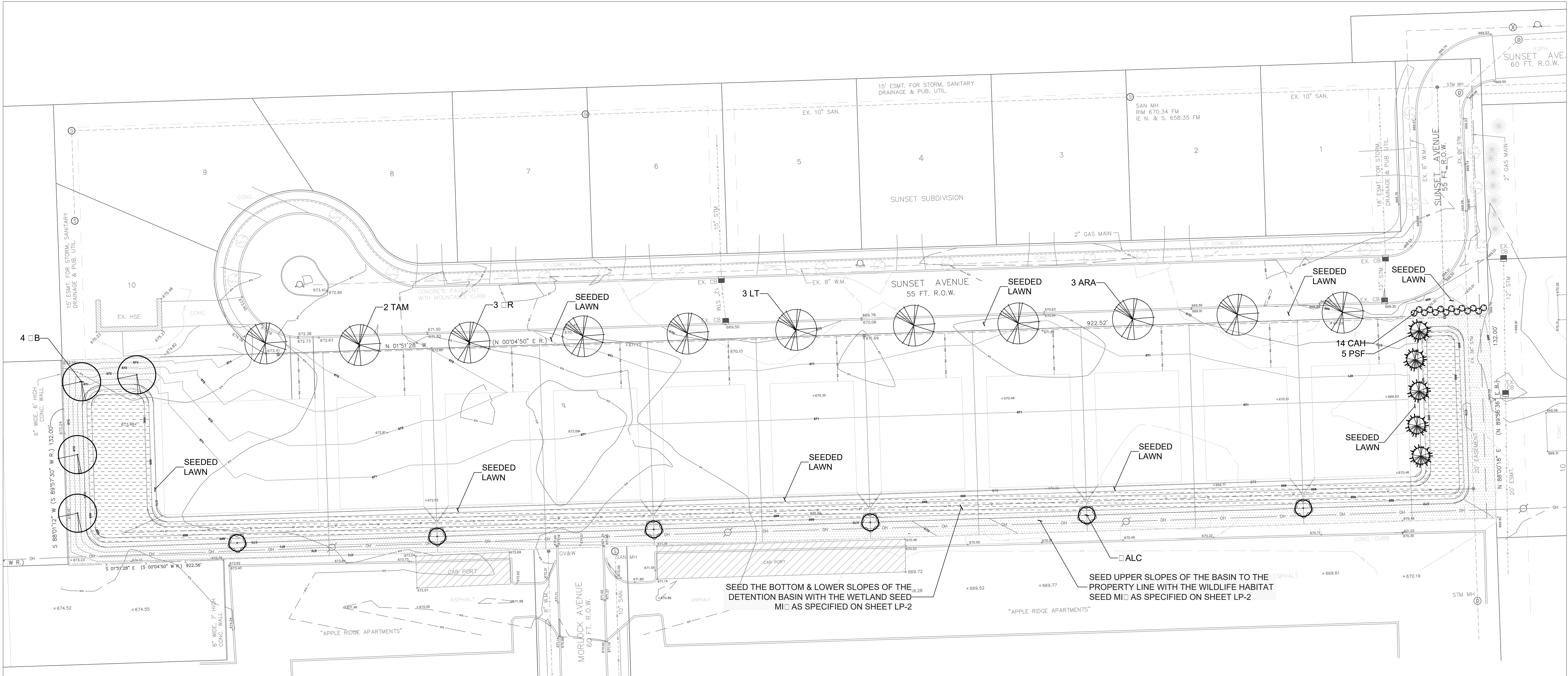
ARPEE/DONNAN, INC.

LAND SURVEYING • ENGINEERING • MAPPING
32233 SCHOOLCRAFT RD., SUITE 103
LIVONIA, MICHIGAN 48150
PHONE (734) 953-3335 FAX (734) 953-3324

TOPOGRAPHIC & BOUNDARY SURVEY

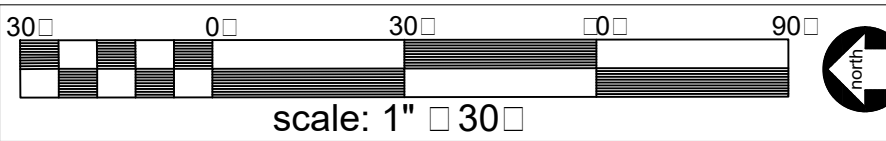
46-006-99-0080-000 (30250 MORLOCK)
PART OF THE NORTHWEST 1/4 OF SECTION 2
T. 1 S., R. 9 E., CITY OF LIVONIA
WAYNE COUNTY, MICHIGAN

DATE 07/14/23
DRAFTED BY WRD
CHECKED BY WGD
F.B. 286
FILE:
JOB #
23023



LANDSCAPE PLANTING PLAN

scale: 1" = 30'



PLANT LIST

KEYQTY.	BOTANICAL NAME	COMMON NAME	SIZE
OPEN SPACE LANDSCAPING			
ALC	<i>Amelanchier laevis</i> Cumulus	Cumulus Allegheny Serviceberry	2" cal. B&B
CAH 14	<i>Clethra alnifolia</i> Hummingbird	Hummingbird Summersweet	3" ht., 5 gal. pot
PSF 5	<i>Pinus strobus</i> Fastigiata	Fastigate Eastern White Pine	12 ht. B&B
B 4	<i>Quercus bicolor</i>	Swamp White Oak	3" cal. B&B
STREET TREES			
ARA 3	<i>Acer rubrum</i> Autumn Flame	Autumn Flame Red Maple	3" cal. B&B
LT 3	<i>Liriodendron tulipifera</i>	Tuliptree	3" cal. B&B
R 3	<i>Quercus rubra</i>	Red Oak	3" cal. B&B
TAM 2	<i>Tilia americana</i> McSentry	McSentry American Linden	3" cal. B&B

LANDSCAPE CALCULATIONS:

OPEN SPACE LANDSCAPING 38,990 sq. ft.
One deciduous or evergreen tree per 3,000 sq. ft. of open area
38,990 sq. ft. divided by 3,000 sq. ft. equals 13 trees
STREET TREES
One street tree per unit

NOTES:
See Sheet LP - 2: LANDSCAPE NOTES & DETAILS for landscape development notes, landscape planting details, detention pond notes, and seed mix compositions.

date: July 20, 2023
revised:



LANDSCAPE PLAN FOR:
Angle Design & Engineering, L.L.C.
22417 Cranbrooke Drive
Novi, Michigan 48375
(313) 258-2036

PROJECT LOCATION:
Proposed Residential Development
30250 Morlock
Livonia, Michigan

LANDSCAPE PLAN BY:
Nagy Devlin Land Design
3173 West Chicago Ave
Livonia, Michigan 48150
(734) 34-9208
R.L.A. State of Michigan 1210

J. BRIAN DEVLIN
NO. 1260
REGISTERED LANDSCAPE ARCHITECT
AUTOCAD SIGNATURE
ORIGINAL IN BLUE

LANDSCAPE PLANTING NOTES:

PLANTING

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

MATERIAL

- Plants shall not be located within four feet of the property line.
- Required landscape material shall satisfy the criteria of the *American Association of Nurserymen Standards for Nursery Stock* and be:
 - Nursery grown.
 - State Department of Agriculture inspected.
 - No. 1 grade material with a straight, unscarred trunk, and well-developed uniform crown.
 - part-grade trees will not be accepted.
 - Stored, wrapped, watered, and mulched according to the details provided.
 - Guaranteed for one year.
- Topsoil shall be friable, fertile soil of clayloam character containing at least five percent but not more than twenty percent by weight of organic matter with a pH range between 6.0 and 7.0. The topsoil shall be free from clay lumps, coarse sand, plant roots, sticks, and other foreign materials.
- The seed mixture shall consist of the following types and proportions: Kentucky Blue Grass blend "Baron/Sheri/Adelphi" sixty percent; Chewing Fescue twenty-five percent; Creeping Red Fescue ten percent; Perennial Rye Grass five percent; Weed content shall not exceed one percent. The mixture shall be applied at a rate of 200 pounds per acre.
- Sod shall be two year old "Baron/Sheri/Adelphi" Kentucky Blue Grass blend grown in a sod nursery on loam soil.
 - Callery Pear, Norway Maple, Acer platanoides shall not be substituted for any tree species in the plant list. Contact the Landscape Architect for acceptable plant substitutions.
- Proposed perennials shall be full, well-rooted plants.

GENERAL

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

MAINTENANCE

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

DETENTION POND LANDSCAPE NOTES:

PLANTING:

- Follow the Supplier's recommended procedures for bed preparation, installation, and soil erosion control measures of the proposed seeded areas. After the plants germinate and begin to grow follow the maintenance guidelines included below.
- Rototill four inches of compost or topsoil into the top six inches of the surface of the detention pond. Compost may be obtained from the municipal facility at Six Mile and Ridge Roads. Call Only Environmental at 248 305-8377 or 248 349-7230 for hours of operation and general information.
- Provide a cover crop of annual rye at a rate of ten pounds per acre and seed oats at a rate of thirty pounds per acre over the entire area to be seeded.
- All plant material and planting applications shall meet all guidelines and specifications set forth by the *American Standard of Nursery Stock*.

MAINTENANCE OF THE DETENTION POND

- ESTABLISHMENT: During the first growing season, the native seed areas should be mowed two to four times to a height of four inches to six inches. When the plants reach a height of ten inches to twelve inches, Hand pulling may be needed to control unwanted weed populations. If a mower cannot be set high enough, a string trimmer can be used. During the second growing season, the native seed areas should be mowed a few times to a height of about eight inches when the plants reach a height of ten inches to eighteen inches. Hand pulling may be needed to control unwanted weed populations. By the second growing season it should be apparent if some areas need reseeding. Long term management includes mowing and hand pulling of weeds. The native planting may be mowed to a short height and the clippings removed in the early Spring before birds begin nesting.
- WATERING: Watering should be performed as needed. During the establishment period after the initial planting, watering is very important and should be conducted every two to three days. The initial planting should be checked regularly for appropriate moisture availability. Two methods for determining adequate moisture levels include the following:
 - If the plants wilt during the day when the temperature is at its highest, then revive during the night, then watering is not necessary, and by testing the soil moisture at a depth of four inches by inserting a small rod into the soil. If the rod is wet, then the soil is moist at a depth of four inches and watering is not necessary.
- EROSION CONTROL: Provide an erosion control blanket on the side slopes of the seeded areas of the detention pond. The erosion control blanket shall be pegged in place.
- EDGING: The edge of the detention pond should be maintained to avoid grass growing into the storage area. The edge can be maintained with a V-notch cut edge. The channel should be maintained at four inches or greater and renewed every six to eight weeks.
- CUTTING BACK: Tall wildflowers should be cut back by one-third. Early flowering plants can be cut back in late June or early July and late flowering plants in late October.
- THINNING: After the detention pond has become established and thriving, it may be necessary to thin perennials by dividing individual plants in Spring or Fall.
 - REMOVAL OF LITTER AND DEBRIS: Litter, trash, and debris should be removed on a regular basis to insure that inlets remain free flowing and to keep the area in a neat and attractive appearance.
- INORGANIC APPLICATIONS: In general, detention ponds do not need fertilization as nutrients from surrounding areas is usually at an elevated level. If soil fertility appears to be an issue, the soil should be tested and appropriate actions taken based on the results. Insecticides, herbicides, fungicides, and rodenticides should not be used in the detention pond. If a plant is diseased or infested with insects, it should simply be removed and replaced.

SEED MIX COMPOSITIONS

WETLAND SEED MIX

MICHIGAN WILDFLOWER FARM	
A composition of wildflowers, sedges, and grasses.	
Application rate: 3 oz. per 1000sq. ft. or 7 lbs. per acre	
BOTANICAL NAME	COMMON NAME
Wildflowers	
<i>Asclepias incarnata</i>	Swamp Milkweed
<i>Aster novae-angliae</i>	New England Aster
<i>Aster puniceus</i>	Swamp Aster
<i>Aster umbellatus</i>	Flat-Top Aster
<i>Eupatorium maculatum</i>	Joe-Pye Weed
<i>Eupatorium perfoliatum</i>	Boneset
<i>Euthamia graminifolia</i>	Grassleaved Goldenrod
<i>Liatris spicata</i>	Marsh Blazing Star
<i>Pedicularis lanceolata</i>	Swamp Betony
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan
<i>Silphium perfoliatum</i>	Cupplant
<i>Silphium terebinthinaceum</i>	Prairie Dock
<i>Solidago patula</i>	Swamp Goldenrod
<i>Solidago rigida</i>	Ridell's Goldenrod
<i>Verbena hastata</i>	Blue Vervain
<i>Vernonia missurica</i>	Ironweed
<i>Veronicastrum virginicum</i>	Culver's Root
Sedges/Grasses	
<i>Andropogon gerardii</i>	Big Bluestem
<i>Carex crinita</i>	Fringed Sedge
<i>Carex stricta</i>	Tussock Sedge
<i>Scirpus cyperinus</i>	Wool Grass
<i>Scirpus atrovirens</i>	Bulrush



WETLAND SEED MIX

SEED MIX COMPOSITIONS

WILDLIFE HABITAT SEED MIX

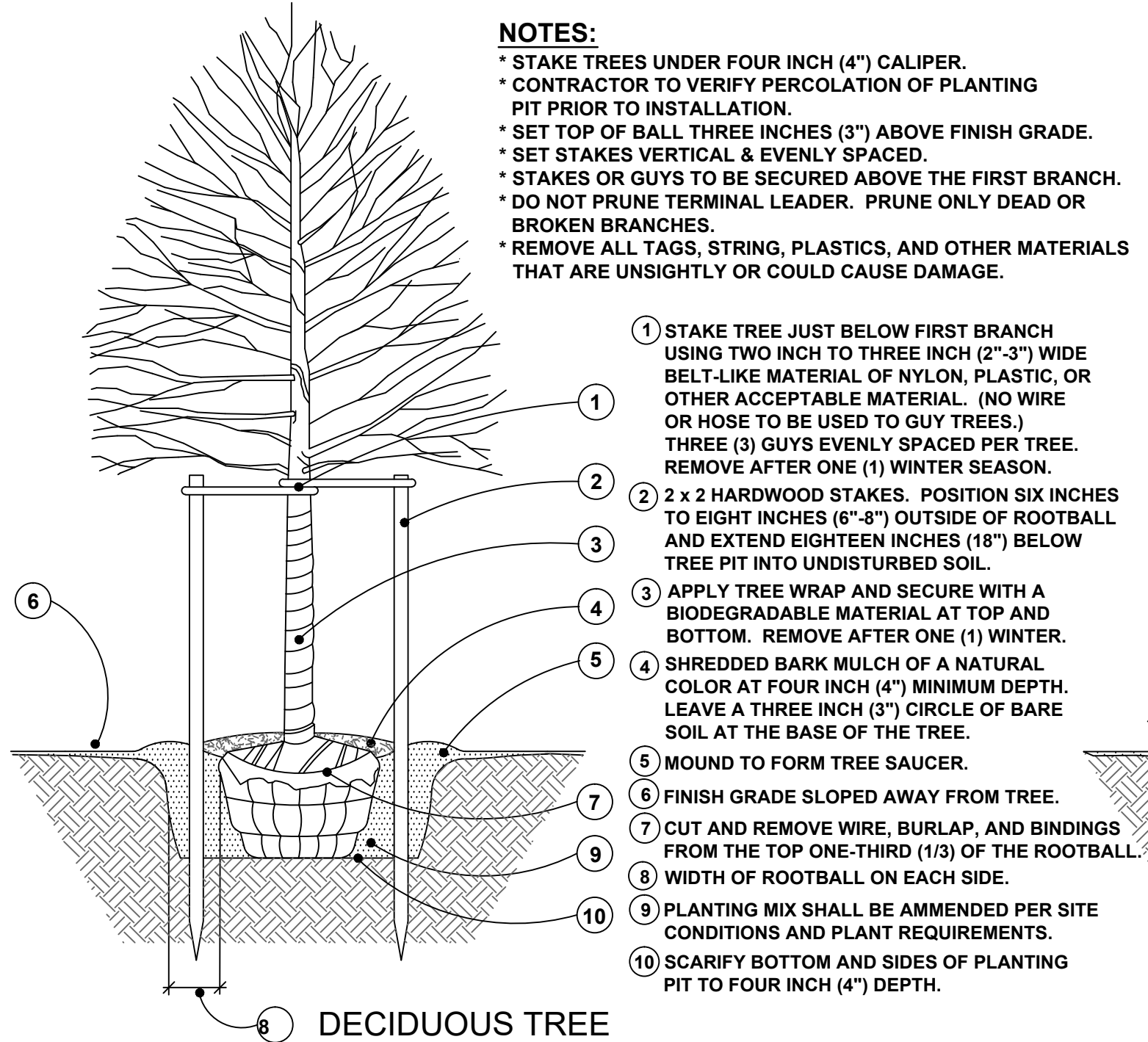
MICHIGAN WILDFLOWER FARM
Twenty percent Forbs, Eighty percent Grass.
Application rate: 5 oz. per 1000 sq. ft. or ten pounds per acre.

BOTANICAL NAME	COMMON NAME
Forbs	
<i>Achillea millefolium</i>	Yarrow
<i>Asclepias syriaca</i>	Common Milkweed
<i>Aster novae-angliae</i>	New England Aster
<i>Aster pilosus</i>	Hairy Aster
<i>Coreopsis lanceolata</i>	Sand Tickseed
<i>Echinacea purpurea</i>	Purple Coneflower
<i>Monarda fistulosa</i>	Wild Bergamot
<i>Oenothera biennis</i>	Common Evening Primrose
<i>Ratibida pinnata</i>	Yellow Coneflower
<i>Rudbeckia hirta</i>	Black-Eyed Susan
<i>Silphium integrifolium</i>	Rosin Weed
<i>Solidago rigida</i>	Stiff Goldenrod
Sedges/Grasses	
<i>Andropogon gerardii</i>	Big Bluestem
<i>Bouteloua curtipendula</i>	Side Oats Grama
<i>Schizachyrium scoparium</i>	Little Bluestem
<i>Sorghastrum nutans</i>	Indian Grass

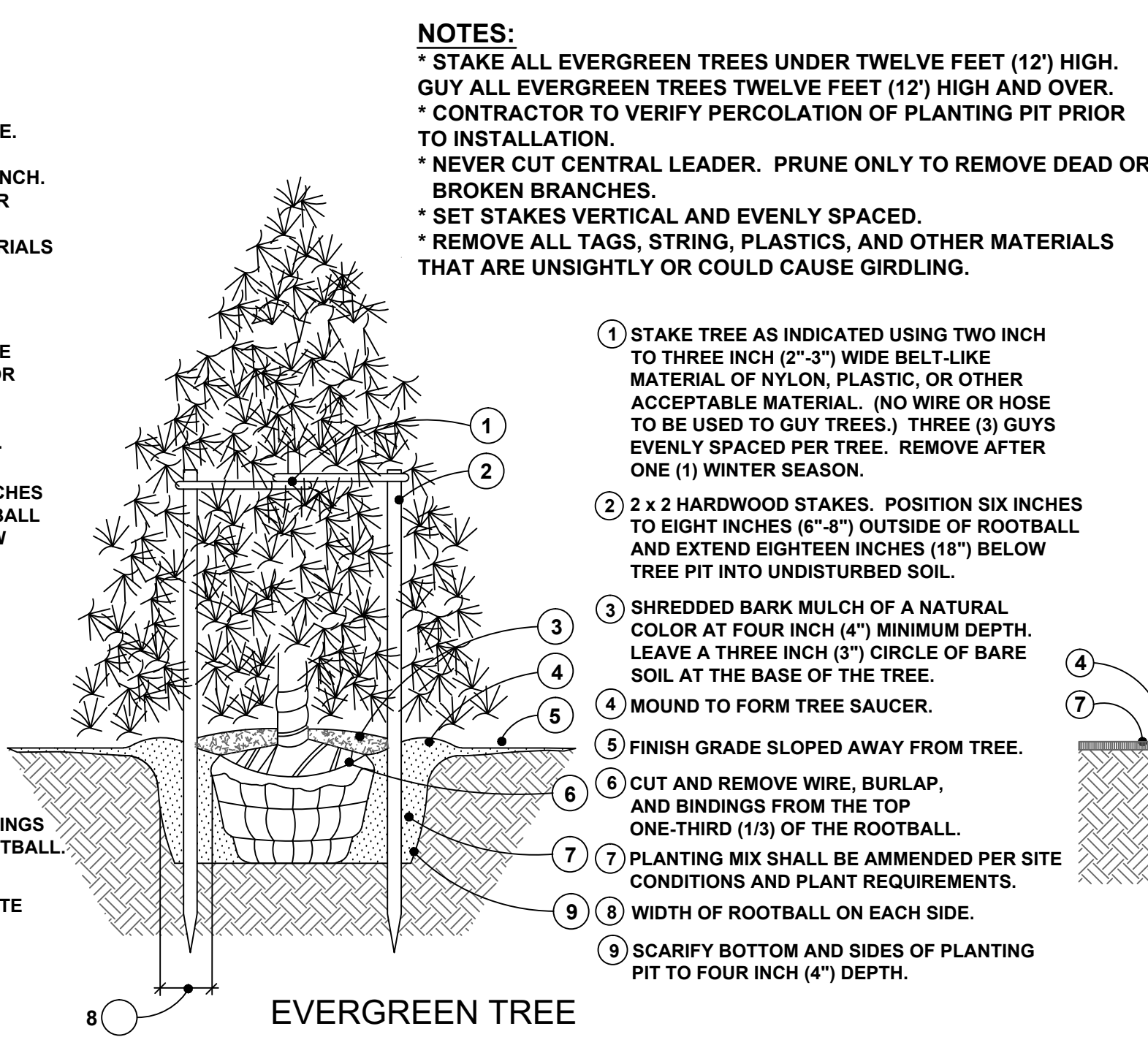


WILDLIFE HABITAT SEED MIX

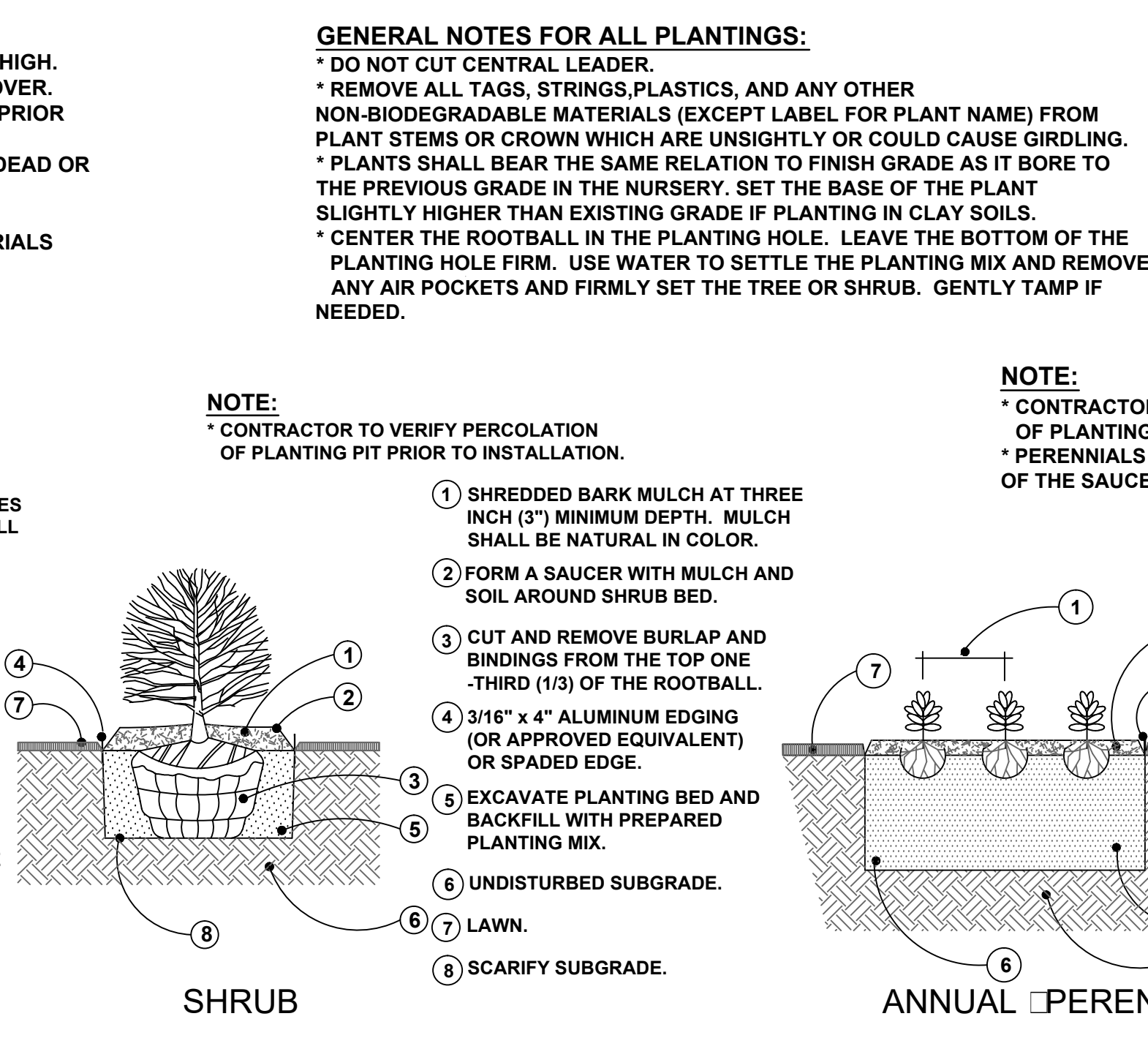
MICHIGAN WILDFLOWER FARM
11770 Cutler Road
Portland, Michigan 48875-9452
Phone: 517-47-010 Fax: 517-47-072



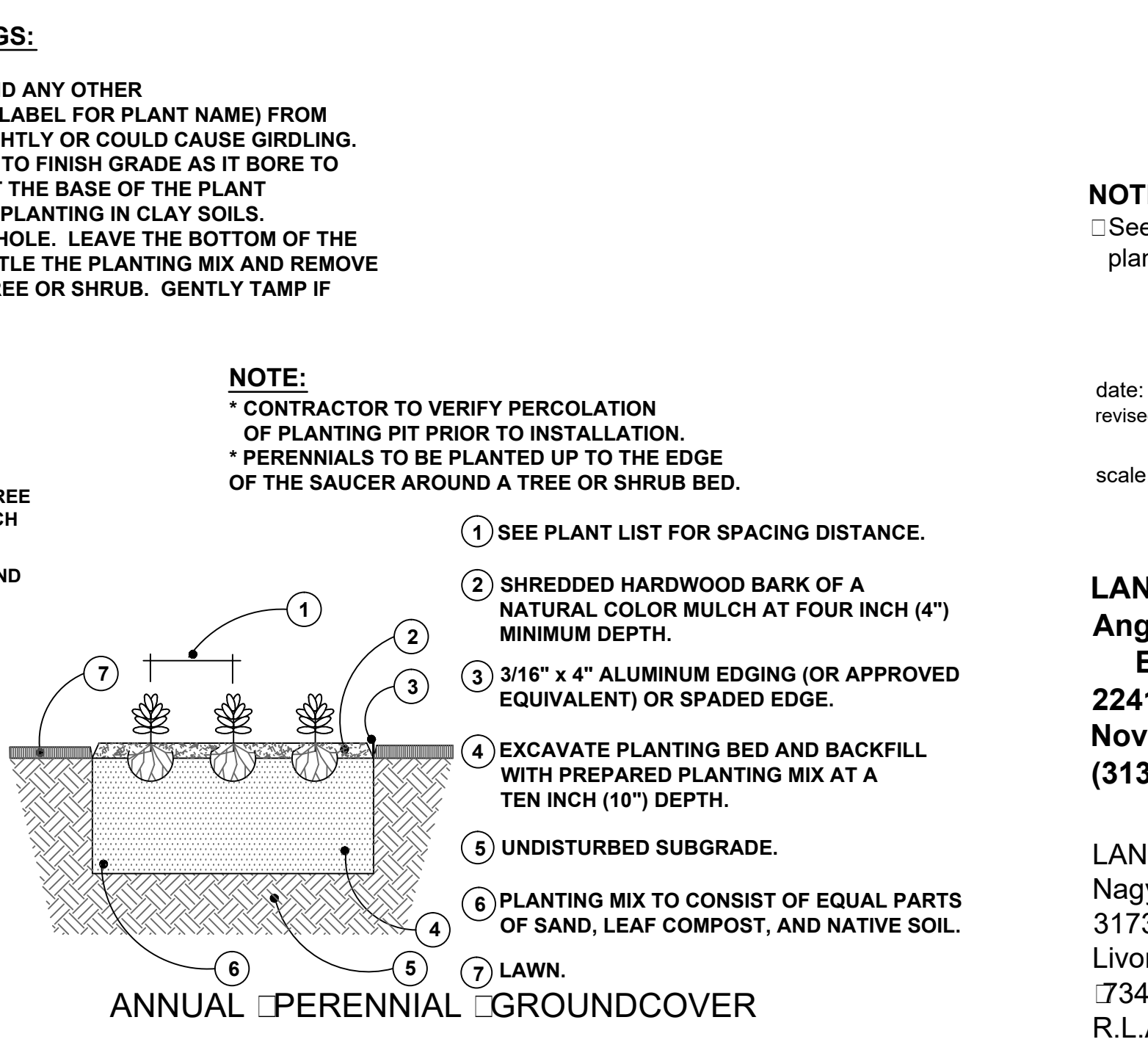
DECIDUOUS TREE



EVERGREEN TREE



SHRUB



ANNUAL PERENNIAL GROUNDCOVER

PLANTING DETAILS

not to scale

NOTE:

See Sheet LP-1: LANDSCAPE PLANTING PLAN for overall landscape planting plan, plant list, and calculations for landscape requirements.

date: July 20, 2023
revised:

scale: as indicated

LANDSCAPE PLAN FOR:
Angle Design &
Engineering, L.L.C.
22417 Cranbrooke Drive
Novi, Michigan 48375
(313) 258-2036

PROJECT LOCATION:
Proposed Residential
Development
30250 Morlock
Livonia, Michigan

LANDSCAPE PLAN BY:
Nagy Devlin Land Design
3173 West Chicago Ave.
Livonia, Michigan 48150
734-34-9208
R.L.A. State of Michigan 120



LP - 2: LANDSCAPE NOTES & DETAILS

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
CITY ENGINEER

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



MAUREEN MILLER BROSNAN
MAYOR

DONALD R ROHRAFF
DIRECTOR OF PUBLIC WORKS

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

July 31, 2023

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2023-07-08-06 – #30250 Morlock Avenue

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed project at this time, but would like to note the following items:

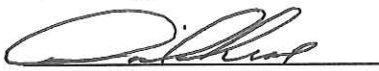
1. The subject parcel is assigned the address of **#30250 Morlock Avenue**. Once the plans have been submitted for permits, the Engineering Department will assign addresses to the individual units.
2. The legal descriptions included with the submitted drawings both close per surveying standards, but there are multiple discrepancies between the description shown on the title page and on the "Topographic and Boundary Survey" sheet. The Owner should provide one description that matches on all sheets.
3. The existing parcel is currently serviced by public sanitary sewer, water main and storm sewer. The submitted drawings indicate extensions of the existing utilities to service the proposed units, which we do not believe will impact the existing systems negatively.
4. The proposed development will be required to meet the Wayne County Stormwater Ordinance. Per the submitted drawings, stormwater detention is indicated, but we will need to do a thorough review of the plans once they are submitted for permitting.
5. Per the proposed layouts, all storm sewers, including detention basins, will be privately-owned. Sanitary sewer and water main will be public, located within dedicated easements on the site or in the existing right-of-way.
6. The submitted drawings do not show sidewalks along the front of the proposed condominiums, which are required with all new developments. The sidewalk should be

shown on the drawings unless waived by the City Council, and it should connect to the existing sidewalk at the north end of the development.

7. No construction or soil disturbance (including dumping of materials) should occur on the site until the owner obtains the appropriate permits. (Engineering Earthwork, SESC, etc.)
8. The Master Deed and Bylaws that were submitted on July 26th do not include the referenced Exhibit "B" drawings which show proposed easements, so we are not able to review those items at this time. Since those items are vital to the placement of site utilities, it is our position that this petition should not be approved until all of the pertinent information has been submitted for review.

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

Sincerely,



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

cc: 2023 Petition File

DEPARTMENT OF PUBLIC SAFETY
LIVONIA FIRE & RESCUE

ROBERT JENNISON
FIRE CHIEF



MAUREEN MILLER BROSNAN
MAYOR

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

DATE: August 1, 2023
TO: Scott O. Miller, Planner IV
FROM: Livonia Fire Prevention Division
SUBJECT: Petition 2023-07-08-06 30250 Morlock

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

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

1. A fire access road shall be provided with not less than 20 feet of unobstructed width and have a minimum of 13 feet 6 inches of vertical clearance in accordance to 18.2.3.4.1.1 and 18.2.3.4.1.2 of NFPA 1, 2015.
2. Any curves or corner of streets shall accommodate emergency vehicles with a turning radius of fifty-three feet wall to wall and an inside turning radius of twenty-nine feet six inches.
3. Standard for residential cul-de-sacs is 50' with a minimum right-of-way radius of 60' to provide for sidewalks and utilities.

A further detailed plan review will take place when this division receives an official plan set.

Sincerely,

Brian Kukla

Brian Kukla
Fire Marshal

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

July 26th 2023

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

Re: Petition 2023-07-08-06 - 30250 Morlock Avenue

Mr. Miller,

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

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

Sincerely,

FOR THE CHIEF OF POLICE,

Paul Walters, Sergeant
Traffic Bureau
(734) 466-2107

INSPECTION DEPARTMENT

BUILDING
HEATING
PLUMBING
ELECTRICAL
ZONING
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: August 1, 2023

To: Scott O. Miller

From: Jerome Hanna

RE: Petition 2023-07-08-06 – 30250 Morlock Avenue

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

This Department has no objections to this Petition.

I trust this provides the requested information.

Jerome Hanna

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

August 3, 2023

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

Petition 2023-07-08-06 - 30250 Morlock Avenue

Dear Mr. Miller,

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

Please contact me if you have any further questions.

Very truly yours,

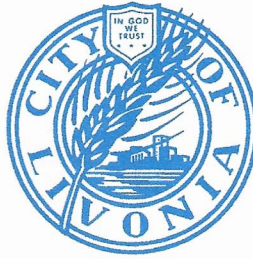
A handwritten signature in blue ink, appearing to read "Connie Kumpula".

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

July 25, 2023

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

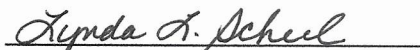
Re: Petition 2023-07-08-06

30250 Morlock Ave
Leo Soave Bldg. Inc.

Dear Mr. Miller,

In accordance with your request, the Treasurer's Office has reviewed the name and addresses connected with the above noted petition. At this time there are taxes due, but they are not delinquent, therefore I have no objections to the proposal.

Sincerely,


Lynda L. Scheel
Treasurer, City of Livonia

OTHER ITEMS RELATED TO THE PETITION

McDowell & Associates

Geotechnical, Environmental & Hydrogeological Services • Materials Testing & Inspection

21355 Hatcher Avenue, Ferndale, MI 48220
Phone: (248) 399-2066 • Fax: (248) 399-2157
www.mcdowasc.com

July 13, 2023

Leo Soave Building Company
37771 Seven Mile Road
Suite C
Livonia, Michigan 48152

Job No. 35193

Attention: Mr. Leo Soave

Subject: Test Pit Exploration
Proposed Sunset View Subdivision
Sunset Avenue
Livonia, Michigan

Dear Mr. Soave:

In accordance with the request of Mr. Aboud Atiyeh, McDowell & Associates witnessed the excavation of test pits at the subject project on July 5, 2023. The purpose of the test pits was to verify the subsurface soil and groundwater conditions.

Two (2) Test Pits, designated as TP-1 and TP-2, were performed at the subject property at the approximate locations shown on the Test Pit Location Plan which accompanies this letter. Soil descriptions, laboratory test results and groundwater observations can be found on the accompanying Test Pit Log Reports.

If you have any questions or if we can be of any further service, please do not hesitate to call.

Very truly yours,

McDOWELL & ASSOCIATES


Ihsan Aljawaheri, P.E.
Staff Engineer

IA/jb

Mid-Michigan Office

3730 James Savage Road, Midland, MI 48642
Phone: (989) 496-3610 • Fax: (989) 496-3190

TEST PIT LOG REPORT

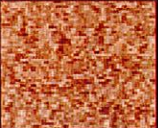
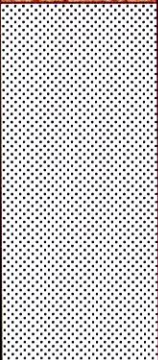
PROJECT: Proposed Sunset View Subdivision
REPORT NO.: _____

LOCATION: Livonia, Michigan
OUR JOB NO.: 35193
CLIENT: Leo Soave Building Company
CLIENT'S JOB NO.: _____

WEATHER: Sunny
TEMPERATURE RANGE: _____ °F

DATE: 7/5/2023
TIME: _____

TEST PIT NO.: TP-1

DEPTH (in.)	SOIL	DEPTH (in.)	SOIL DESCRIPTION	HOUSEL BLOWS/6"
0'6"		1'5"	Moist dark brown sandy TOPSOIL	
1'0"				
1'6"				
2'0"				
2'6"				
3'0"		5'6"	Moist brown silty fine to medium SAND with traces of gravel and clay (Permeability = 7.7×10^{-4} cm/sec)	
3'6"				
4'0"				
4'6"				
5'0"				
5'6"				
6'0"				
6'6"				
7'0"				
7'6"				
8'0"		9'0"	Moist gray silty SAND with moist to wet gray silt lenses	
8'6"				
9'0"				
9'6"				
10'0"				

Seepage water encountered at 7'4".

TEST PIT LOG REPORT

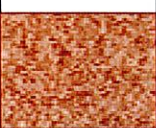
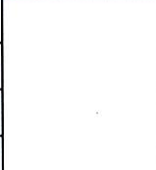
PROJECT: Proposed Sunset View Subdivision
REPORT NO.: _____

LOCATION: Livonia, Michigan
OUR JOB NO.: 35193
CLIENT: Leo Soave Building Company
CLIENT'S JOB NO.: _____

WEATHER: Sunny
TEMPERATURE RANGE: _____ °F

DATE: 7/5/2022
TIME: _____

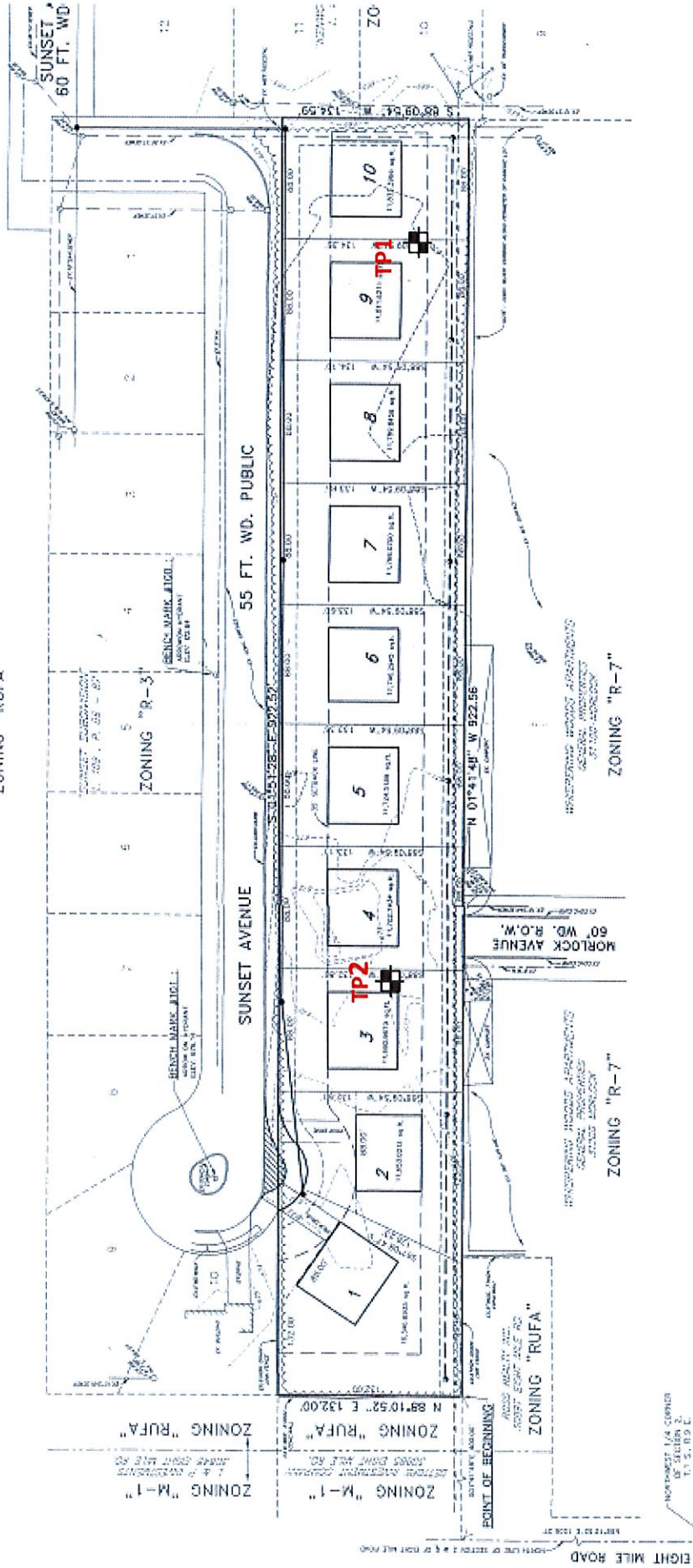
TEST PIT NO.: TP-2

DEPTH (in.)	SOIL	DEPTH (in.)	SOIL DESCRIPTION	HOUSEL BLOWS/6"
0'6"		1'3"	Moist dark brown sandy TOPSOIL	
1'0"				
1'6"				
2'0"		6'0"	Moist brown silty fine to medium SAND with gray silt lenses (Permeability = 8.2×10^{-4} cm/sec)	
2'6"				
3'0"				
3'6"				
4'0"				
4'6"				
5'0"				
5'6"				
6'0"				
6'6"				
7'0"				
7'6"				
8'0"		8'0"	Moist to wet brown to gray silty SAND with gray silt lenses	
8'6"				
9'0"				
9'6"				
10'0"				

Seepage water encountered at 7' and 8'.



ZONING "RUFA"



Note: Base drawing prepared by others.

LEGEND

Test Pit Locations, 1 and 2:
Witnessed by McDowell & Associates



McDowell & Associates
21355 Hatcher Avenue
Ferndale, Michigan 48220
Phone: (248) 399-2066
Fax: (248) 399-2157

Test Pit Location Plan

Job No. 35193

MASTER DEED OF SUNSET CONDOMINIUM
(Pursuant to the Condominium Act, PA 59 of 1978 as amended;
MCL 559.101 et seq.)

Wayne County Condominium Subdivision Plan No. _____ containing:

1. Master Deed establishing Sunset Condominium;
2. Exhibit A to Master Deed: Condominium Bylaws; and
3. Exhibit B to Master Deed: Condominium Subdivision Plan.

The above-mentioned exhibits are incorporated into and made a part of this Master Deed.

This document is exempt from transfer tax under MCL 207.505(a) and MCL 207.526(t).

This document is drafted by and after recording return to:

Crosswinds Court Subdivision, Inc.
Leo Soave
37771 Seven Mile Road, Suite C
Livonia, Michigan 48152

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SECTION 1. ESTABLISHMENT OF CONDOMINIUM

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- 1.4 Co-Owner Rights

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10.4 Withdrawal of Property

SECTION 11. ASSIGNMENT OF DEVELOPER RIGHTS

Exhibit A—Condominium Bylaws of Sunset Condominium

Exhibit B—Condominium Subdivision Plan for Sunset Condominium

MASTER DEED of SUNSET CONDOMINIUM

This Master Deed is signed and delivered on July 26, 2023, by CROSSWINDS COURT SUBDIVISION, INC, a Michigan corporation, 37771 Seven Mile Road, Suite C, Livonia, Michigan 48152 (Developer), on the terms and conditions set forth below.

Section 1. ESTABLISHMENT OF CONDOMINIUM

1.1 Project. Developer is engaged in the development of an 11 Unit site condominium project known as Sunset Condominium (the Project), in the City of Livonia, Wayne County, Michigan, on a parcel of land as described in Section 2 below.

1.2 Establishment of Condominium. Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B to establish the real property described in Section 2 below (the Property), together with the improvements located and to be located on the Property, as a condominium project (the Condominium) under the provisions of the Michigan Condominium Act (the Act). Developer declares that on the recording of this Master Deed, the Condominium shall be a Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations in this Master Deed, all of which shall be deemed to run with the land and to be a burden on and a benefit to Developer; its successors and

assigns; any persons who may acquire or own an interest in the Condominium; and their grantees, successors, heirs, personal representatives, administrators, and assigns.

1.3 Project Description. The Project is a residential site condominium. The Condominium units that may be developed in the Project, including the number, boundaries, dimensions, and area of each unit (Unit), are shown on the Condominium Subdivision Plan set forth in Exhibit B hereof. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a public road.

1.4 Owner Rights. Each owner of a Unit (Owner) in the Project shall have an exclusive property right to Owner's Unit and to the limited common elements that are appurtenant to Owner's Unit and shall have an undivided right to share with other Owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

Section 2. LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property. The land that is being submitted to Condominium ownership in accordance with the provisions of the Act is legally described as follows:

Legal Description (Parcel ID 07-317-002-13)

PART OF THE NORTHWEST 1/4 OF SECTION 2, T.1S., R.9E., CITY OF LIVONIA, WAYNE COUNTY MICHIGAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST 1/4 CORNER OF SECTION 2, T.1S., R.9E., CITY OF LIVONIA, THENCE ALONG THE NORTH LINE OF SAID SECTION 2 AND CENTERLINE OF EIGHT MILE ROAD, N. 88°10'52" E., 1006.37'; THENCE S. 01°41'48" E., 400.00' TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE N. 88°10'52" E., TO THE NORTHWEST CORNER OF SUNSET SUBDIVISION RECORDED IN LIBER 109 PGS. 86-87, WAYNE COUNTY RECORDS, 132.00'; THENCE ALONG THE WEST LINE OF SAID SUNSET SUBDIVISION, S.01°51'28"E., TO A POINT THE NORTH LINE OF KENWOOD ESTATES SUB, RECORDED IN LIBER 113, PAGES 15-16 WAYNE COUNTY RECORDS, 922.52'; THENCE ALONG THE NORTH LINE OF SAID KENWOOD ESTATES SUB, S.88°09'54" W., 134.59'; THENCE N. 01°41'48", 922.56' TO THE POINT OF BEGINNING CONTAINING 2.82 ACRES SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

2.2 Beneficial Easements. Easements are created and conveyed in this Master Deed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility, and other easements described or shown on Exhibit B.

Section 3. DEFINITIONS

3.1 Definitions. Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the Project such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws, and Rules and Regulations of Sunset Condominium Association, a Michigan nonprofit corporation, and various deeds, mortgages, land contracts, easements, and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

- a. *Act* or *Condominium Act* means the Michigan Condominium Act, PA 59 of 1978; MCL 559.101 et seq.
- b. *Association* or *Association of Owners* means Sunset Condominium Association, the Michigan nonprofit corporation of which all Owners shall be members, which shall administer, operate, manage, and maintain the Project.
- c. *Association Bylaws* means the corporate bylaws of the Association organized to manage, maintain, and administer the Project.
- d. *Common Elements* means the portions of the Project other than the Condominium Units, including all general and limited common elements described in Section 4 of this Master Deed.
- e. *Condominium Bylaws* means Exhibit A to this Master Deed, which are the bylaws that describe the substantive rights and obligations of the Owners.
- f. *Condominium Documents* means this Master Deed with its Exhibits, the Articles of Incorporation and Bylaws of the Association, the Rules and Regulations adopted by the board of directors of the Association, and any other document that affects the rights and obligations of an Owner in the Condominium.
- g. *Condominium Property* or *Property* means the land referenced in Section 2, as that may be amended, together with all structures, improvements, easements, rights, and appurtenances on or belonging to the Condominium Property.
- h. *Condominium Subdivision Plan* or *Subdivision Plan* means Exhibit B to this Master Deed, which are the survey and other drawings depicting the real property and improvements to be included in the Project.
- i. *Condominium Unit* or *Unit* means the portion of the Project that is designed and intended for separate ownership and use, as described in this Master Deed.
- j. *Owner* means the person, firm, corporation, partnership, association, trust, other legal entity, or combination of entities that owns a Condominium Unit in the Project, including both the vendees and vendors of any land contract of purchase.

k. *Developer* means Crosswinds Court Subdivision, Inc., a Michigan corporation, which has signed, delivered, and recorded this Master Deed, and its successors and assigns.

l. *Development and Sales Period* means the period continuing for as long as Developer or its successors continue to own and offer for sale any Unit in the Project, excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.

m. *General Common Elements* means the Common Elements described in Section 4.1, which are for the use and enjoyment of all Owners in the Project.

n. *Limited Common Elements* means the Common Elements described in Section 4.2, which are reserved for the exclusive use of the Owners of a specified Unit or Units.

o. *Master Deed* means this document, together with the exhibits attached to it and all amendments that may be adopted in the future, by which the Project is being submitted to condominium ownership.

p. *Percentage of Value* means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner's vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.

q. *Project* or *Condominium* means Sunset Condominium, a residential site condominium development of Eleven (11) Units established under the provisions of the Act.

r. *Transitional Control Date* means the date on which a board of directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Owners unaffiliated with Developer exceed the votes that Developer may cast.

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include both genders where the reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where the reference is appropriate.

Section 4. COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are the following:

a. **Real Estate.** The Property referenced in Section 2 of this Master Deed (except for that portion of the Property described in Section 5.1 constituting a part of a Unit and any portion of the Property designated in Exhibit B as a Limited Common Element),

including easement interests appurtenant to the Condominium, including but not limited to easements for ingress, egress, and utility installation over, across, and through non-Condominium property or individual Units in the Project;

b. **Improvements.** The non-public roadways; the common sidewalks (if any); and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit (all structures and improvements located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements);

c. **Electrical.** The electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit's boundaries;

d. **Gas.** The natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

e. **Water.** The underground sprinkling system for the Common Elements, if any, and the water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

f. **Sanitary Sewer.** The sanitary sewer system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

g. **Storm Drainage.** The storm drainage and water retention system throughout the Project;

h. **Telephone.** The telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

i. **Telecommunications.** The cable television and other telecommunications systems installed throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

j. **Project Entrance Improvements.** Any entry signage and other improvements located at or near the entrance to the Project;

k. **Delivery Boxes.** The mail and delivery boxes that are to be located on the General Common Elements to serve and be utilized by the Unit Owners; and

1. Miscellaneous Common Elements. All other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep, or safety of the Project.

Some or all of the utility lines, equipment, and systems (including mains and service leads) and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility or telecommunication lines, equipment, and systems shall be General Common Elements only to the extent of the Owners' interest in them, and Developer makes no warranty with respect to the nature or extent of that interest.

4.2 Limited Common Elements. The Limited Common Elements are

a. Utility Service Lines. The pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television and other utility or telecommunication services, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;

b. Subterranean Land. The subterranean land located within Unit boundaries, from and below a depth of 20 feet as shown on Exhibit B, including all utility and supporting lines located on or beneath that land;

c. Subsurface Improvements. The portion of any footing or foundation extending more than 20 feet below surrounding grade level;

d. Yard Areas. The portion of any yard area designated as a Limited Common Element on the Condominium Subdivision Plan in Exhibit B, which is limited in use to the Unit of which it is a part;

e. Driveways and Walkways. The portion of any driveway and walkway, if any, exclusively serving the residence constructed within a Unit, located between the Unit and the paved roadway; and

f. Miscellaneous. Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by Developer or the Association.

If no specific assignment of one or more of the Limited Common Elements described in this section has been made in the Subdivision Plan, Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment to this Master Deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair, and replacement of the Common Elements will be as follows:

a. **Limited Common Elements.** Each Owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair, and replacement of all Limited Common Elements appurtenant to the Owner's Unit.

b. **Unit Improvements and Other Owner Responsibilities.** Unless otherwise stated in this Master Deed, Unit Owners shall be responsible for the maintenance, repair, and replacement of all structures and improvements and the maintenance and mowing of all yard areas situated within the boundaries of a Unit. Unit Owners shall also be responsible for snow removal of that portion of the General Common Element sidewalk (if any) crossing the Unit. If an Owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements that increase the costs of maintenance, repair, or replacement for which the Association is responsible, those increased costs or expenses may, at the option of the Association, be specially assessed against the Unit.

c. **Association Oversight.** The exterior appearance of all structures, improvements, and yard areas (to the extent visible from any other Unit or from a Common Element) shall be subject at all times to the approval of the Association and to any reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. The Association may not disapprove the appearance of an improvement so long as it is maintained as constructed by Developer or constructed with Developer's approval.

d. **Other Common Elements.** The cost of cleaning, decoration, maintenance, repair, replacement, and snow removal of all Common Elements, open spaces, appurtenant structures, other than that described above, shall be the responsibility of the Association, except for the repair or replacement of a Common Element due to an act or the neglect of an Owner or an Owner's agent, invitee, family member, or pet.

e. **Maintenance by the Association.** If an Owner fails, as required by this Master Deed, the By-laws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace, or otherwise maintain the Owner's Unit, any structure or improvement located within the Unit, or any appurtenant Limited Common Element, the Association (or Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake periodic exterior maintenance functions with respect to improvements constructed or installed within any Unit boundary as it deems appropriate (including, without limitation, painting or other decoration, lawn mowing, snow removal, tree trimming, and replacement of shrubbery and other plantings). The Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.

f. Assessment of Costs. All costs incurred by the Association or Developer in performing any maintenance functions that are the primary responsibility of an Owner shall be charged to the affected Owner or Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Owner's Unit for any such charges, as with regular assessments, and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of assessments, including, without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

4.4 Assignment of Limited Common Elements. A Limited Common Element may be assigned or reassigned by written application to the board of directors of the Association by all Owners whose interest will be affected by the assignment. On receipt and approval of an application, the board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved and shall deliver the amendment to the Owners of the Units affected on payment by them of all reasonable costs for the preparation and recording of the amendment.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract, or other document of conveyance or encumbrance, all Owners, mortgagees, and other interested parties are deemed to have appointed Developer (during the Development and Sales Period) or the Association (after the Development and Sales Period has expired) as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, Developer or the Association will have full power and authority to grant easements over, to sever or lease mineral interests in, and to convey title to the land or improvements constituting the General Common Elements or any part of them; to dedicate as public streets any parts of the General Common Elements; to amend the Condominium Documents to assign or reassign the Limited Common Elements; and in general to sign and deliver all documents and to do all things necessary or convenient to exercise such powers.

4.6 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project or in any other way that might interfere with or impair the rights of other Owners in the use and enjoyment of their Units or their appurtenant Common Elements.

Section 5. UNITS

5.1 Description of Units. The Condominium consists of 11 Units numbered 1 through 11 inclusive. A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in

the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each Unit shall include all the space within the Unit boundaries and above to a depth of 20 feet below and a height of 50 feet above the surface as shown on Exhibit B, together with all appurtenances to the Unit.

5.2 Percentage of Value. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to every other Unit. The determination that Percentages of Value for all Units should be equal was made after reviewing the comparative characteristics of each Unit, including those that may affect maintenance costs, and concluding that the Units should each have an equal Percentage of Value. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by section 10, expressed in an Amendment to this Master Deed and recorded in the register of deeds office in the county where the Project is located.

5.3 Unit Modification. The number, size, style, boundary, or location of a Unit or of any Limited Common Element appurtenant to a Unit may be modified from time to time by Developer or its successors without the consent of any Owner, mortgagee (except as provided in the Act), or other interested person, so long as the modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attribute of any Unit that adjoins or is proximate to the modified Unit or Limited Common Element. However, no Unit that has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Owner or Purchaser and the mortgagee of the Unit. Developer may also, in connection with any modification, readjust Percentages of Value for all Units in a manner that gives reasonable recognition to the changes based on the method of original determination of Percentages of Value for the Project. All Owners, mortgagees of Units, and other persons interested or to become interested in the Project from time to time shall be deemed to have granted a Power of Attorney to Developer and its successors for any purpose that is similar in nature and effect to that described in Section 4.5 of this Master Deed.

Section 6. EXPANDABILITY OF THE CONDOMINIUM

The Condominium is not an expandable project under the Michigan Condominium Act.

Section 7. CONTRACTIBILITY OF CONDOMINIUM

7.1 Withdrawal of Land. The number of Units in the Project may, at Developer's option, from time to time within a period ending not later than six years after the recording of this Master Deed be decreased by the withdrawal of all or any portion of the lands described in Section 2.1. However, no Unit that has been sold or is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Owner or purchaser and the mortgagee of the Unit. Developer may also, in connection with any contraction, readjust the Percentages of Value for Units in the Project in a manner that gives reasonable recognition to the number of remaining Units, based on the method of original determination of the Percentages of Value. Other than as provided in this Section

7, there are no restrictions or limitations on Developer's right to withdraw lands from the Project or on the portion or portions of land that may be withdrawn, the time or order of the withdrawals, or the number of Units or Common Elements that may be withdrawn. However, the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to the Units.

7.2 Contraction Not Mandatory. There is no obligation on the part of Developer to contract the Project, nor is there any obligation to withdraw portions of the Project in any particular order or to construct particular improvements on any withdrawn lands. Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will not be detrimental to the adjoining condominium project.

7.3 Amendments to the Master Deed. A withdrawal of lands from this Project by Developer will be given effect by appropriate amendments to the Master Deed, which will not require the consent or approval of any Owner, mortgagee, or other interested person. Amendments will be prepared by and at the sole discretion of Developer and may adjust the Percentages of Value assigned by Section 5.2 to preserve a total value of 100 percent for the entire Project resulting from any amendment.

7.4 Additional Provisions. Any amendments to the Master Deed made by Developer to contract the Condominium may also contain provisions as Developer determines are necessary or desirable (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

Section 8. CONVERTIBLE AREAS

The Condominium does not have any convertible areas.

Section 9. EASEMENTS

9.1 Easements for Maintenance and Repair. If any portion of a Unit or Common Element encroaches on another Unit or Common Element due to the shifting, settling, or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (or Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be

responsible or for which it may elect to assume responsibility, and there shall be easements to, through, and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance, and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at reasonable times for the installation, repair, or maintenance of those services; and any costs incurred in the opening or repairing of any Common Element or other improvement to install, repair, or maintain common utility services to the Project shall be an expense of administration assessed against all Owners in accordance with the Condominium Bylaws.

- a. **Landscape Easement.** Throughout the Condominium Project exists a 12' landscape easement in favor of the Association for the preservation of landscape barrier between the Project and adjacent property owners.
- b. **Ingress/Egress Easement.** The roadways that service the Condominium Project are private at the time of recording this Master Deed and an easement for ingress and egress exists to provide access to and from a public roadway. This nonexclusive easement is for the benefit of the Condominium Project and in favor of the public.

9.2 Easements Reserved by Developer. Developer reserves nonexclusive easements for the benefit of itself and its successors and assigns, which may be used at any time or times,

- a. to use, improve, or extend all roadways, drives, and walkways in the Project for the purpose of ingress and egress to and from any Unit or real property owned by it and to and from all or any portion of the land described in Section 6 and
- b. to use, tap, tie into, extend, or enlarge all utility lines and mains, public and private, located on the land described in Section 2

for the benefit of real property in which Developer owns an interest that adjoins the Project. The easements described in this section are subject to payment by the owners of the benefited property of a reasonable share of the cost of maintenance and repair of the improvements constructed on the easements.

Section 10. AMENDMENT, TERMINATION, AND WITHDRAWAL

10.1 Preconveyance Amendments. If there is no Owner other than Developer, Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the register of deeds office in the county where the Project is located.

10.2 Postconveyance Amendments. If there is an Owner other than Developer, the recordable or recorded Condominium Documents may be amended for a proper purpose as follows:

a. **Nonmaterial Changes.** An amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited to, (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments to facilitate conventional mortgage loan financing for existing or prospective Owners and enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the federal government or the State of Michigan.

b. **Material Changes.** An amendment may be made even if it will materially alter or change the rights of the Owners with the consent of not less than two-thirds of the Owners and, to the extent required by law, mortgagees. However, an Owner's Unit dimensions or Limited Common Elements may not be modified without that Owner's consent, nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes be modified without the consent of each affected Owner and mortgagee. Rights reserved by Developer, including without limitation rights to amend for purposes of contraction or modification of units, shall not be amended without the written consent of Developer so long as Developer or its successors continue to own and to offer for sale any Unit in the Project.

c. **Compliance with Law.** Amendments may be made by Developer without the consent of Owners and mortgagees, even if the amendment will materially alter or change the rights of Owners and mortgagees, to achieve compliance with the Act, administrative rules, or orders adopted by the courts pursuant to the Act or with other federal, state, or local laws, ordinances, or regulations affecting the Project.

d. **Reserved Developer Rights.** Developer may also unilaterally make a material amendment without the consent of any Owner or mortgagee for the specific purposes reserved by Developer in this Master Deed. During the Development and Sales Period, this Master Deed and Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of Developer or its successors or assigns.

e. **Costs of Amendments.** A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based on a vote of the Owners, the costs of which are expenses of administration. The Owners shall be notified of proposed amendments under this section not less than 10 days before the amendment is recorded.

10.3 Project Termination. If there is an Owner other than Developer, the Project may be terminated only with consent of Developer and not less than 80 percent of the Owners and mortgagees, in the following manner:

a. **Termination Agreement.** Agreement of the required number of Owners and mortgagees to termination of the Project shall be evidenced by the Owners' execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the register of deeds office in the county where the Project is located.

b. **Real Property Ownership.** On recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the Owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Owner and their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their Condominium Unit.

c. **Association Assets.** On recordation of a document terminating the Project, any rights the Owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

d. **Notice to Interested Parties.** Notification of termination by first-class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who have deposited funds.

10.4 Withdrawal of Property. Notwithstanding anything in this Master Deed to the contrary, if Developer has not completed development and construction of Units or Improvements in the Project that are identified as "need not be built" during a period ending 10 years after the date of commencement of construction by Developer of the Project, Developer has the right to withdraw from the Project all undeveloped portions of the Project not identified as "must be built" without the prior consent of any Owners, mortgagees of Units in the Project, or any other person having an interest in the Project. If this Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of Units or Common Elements in the Project, the time period is the greater of (a) the 10-year period set forth above or (b) 6 years after the date Developer exercised its rights with respect to either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements. If Developer does not withdraw the undeveloped portions of the Project from the Project before the time periods expire, those undeveloped lands shall remain part of the Project as General Common Elements, and all rights to construct Units on that land shall cease.

Section 11. ASSIGNMENT OF DEVELOPER RIGHTS

Developer may assign any or all of the rights and powers granted to or reserved by Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use, or proposed action, to any other entity or person, including the Association. Any such assignment or transfer shall be made by an appropriate document in writing and shall be duly recorded in the register of deeds office in the county where the Project is located.

This Master Deed has been signed by Developer and shall be effective as of the date set forth below.

DEVELOPER: Crosswinds Court
Subdivision, Inc., a Michigan Corporation

Date: _____ /s/ _____
By: Leo Soave
Its: President

STATE OF MICHIGAN)
WAYNE COUNTY)

Acknowledged before me in Wayne County, Michigan on _____, by Leo Soave, President of Crosswinds Court Subdivision, Inc, a Michigan corporation, on behalf of the company.

/s/ _____
Notary Public:
Notary public, State of Michigan, County of _____.
My commission expires _____.

EXHIBIT A
CONDOMINIUM BYLAWS OF SUNSET CONDOMINIUM

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CONDOMINIUM BYLAWS

Section 1. ASSOCIATION OF OWNERS

1.1 Organization. Sunset Condominium is a residential site condominium project located in the City of Livonia, Wayne County, Michigan, being developed in a single phase, to comprise of Eleven (11) building sites. On the recording of the Master Deed, the management, maintenance, operation, and administration of the Project shall be vested in an Association of Owners organized as a nonprofit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective buyers, mortgagees, and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Owners, mortgagees, lessees, or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of the Act, the Master Deed and any amendments, the Condominium Bylaws, the Association's Articles of Incorporation, the Association Bylaws, and other Condominium Documents that pertain to the use and operation of the Project. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

Section 2. MEMBERSHIP AND VOTING

2.1 Membership. Each Owner of a Unit in the Project shall be a member of the Association during the period of ownership, and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged, or transferred only as an appurtenance to a Unit.

2.2 Voting Rights. Each Owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned, when voting by value. Voting shall be by number except when the Master Deed or Bylaws specifically require voting to be by number and value, and no cumulation of votes shall be permitted.

2.3 Eligibility to Vote. No Owner other than Developer will be entitled to vote at any meeting of the Association until the Owner has presented written evidence of ownership of a Unit in the Project, nor shall the Owner be entitled to vote (except for elections pursuant to Section 3.4) before the Initial Meeting of Members. An Owner shall be permitted to vote only if the Owner is not in default in payment of assessments levied against the Owner's unit. Developer shall be entitled to vote only those Units to which Developer still holds title to.

2.4 Designation of Voting Representative. The person entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record owners of a Unit and filed with the secretary of the Association. The certificate shall state the name and address of the individual representative designated; the number of the Unit owned; and the name and address of the person or persons, firm, corporation, partnership, association, trust, or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit.

2.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment and must be filed with the Association before the appointed time of the meeting.

2.6 Majority. At any meeting of members at which a quorum is present, 51 percent of the Owners entitled to vote and present in person or by proxy (or written vote, if applicable) shall constitute a majority for the approval of the matters presented to the meeting, except when these Bylaws, the Master Deed, or law required a majority exceeding a simple majority.

Section 3. MEETINGS AND QUORUM

3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer and may be called at any time after three or more of the Units in the Project have been sold and the buyers qualified as members of the Association. In no event, however, shall the initial meeting be called later than (a) 120 days after the conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the total number of Units that may be created in the Project or (b) 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner of a Unit, whichever first occurs, at which meeting the eligible Owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under Section 6 of the Master Deed shall be included in the calculation of the number of Units that may be created. Developer may call meetings of members of the Association for informational or other appropriate purposes before the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days before the date of an annual meeting, written notice of the date, time, place, and purpose of the meeting shall be mailed or delivered to each member entitled to vote at the meeting; but no less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.3 Advisory Committee. Within one year after the initial conveyance by Developer of legal or equitable title to an Owner of a Unit in the Project or within 120 days after conveyance of one-third of the total number of Units that may be created in the Project, whichever first occurs, Developer shall select two or more persons from the nondeveloper Owners to serve as an advisory committee to the Board of Directors (the Advisory Committee). The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the nondeveloper Owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at the request of the Advisory Committee, but there shall be not more than two such meetings each year unless both parties agree.

3.4 Board Composition. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 25 percent of the Units that may be created in the Project, at least one director and not less than one-fourth of the Board of Directors of the Association shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 50 percent of the Units that may be created in the Project, not less than one-third of the Board of Directors shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the Units that may be created in the Project and before conveyance of 90 percent of those Units, the nondeveloper Owners shall elect all directors on the board except that Developer shall have the right to designate at least one director as long as Developer owns and offers for sale at least 10 percent of the Units in the Project or as long as 10 percent of the Units remain that may be created.

3.5 Owner Control. If 75 percent of the Units that maybe created in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner, the nondeveloper Owners shall have the right to elect the percentage of members of the Board of Directors of the Association equal to the percentage of Units they hold, and Developer will have the right to elect the percentage of members of the board equal to the percentage of Units that are owned by Developer and for which all assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in Section 3.4. Application of this provision does not require a change in the size of the board as designated in the Association bylaws.

3.6 Mathematical Calculations. If the calculation of the percentage of members of the board that the nondeveloper Owners have a right to elect or the product of the number of members of the board multiplied by the percentage of Units held by the nondeveloper Owners results in a right of nondeveloper Owners to elect a fractional number of members of the board, a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, Developer shall have the right to elect the remaining members of the board. Application of this

provision shall not eliminate the right of Developer to designate at least one member as provided in Section 3.4.

3.7 Quorum of Members. The presence in person or by proxy of 50 percent of the Owners entitled to vote shall constitute a quorum of members. The written vote of an Owner properly furnished at or before a meeting at which the Owner is not present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question on which the vote is cast.

Section 4. ADMINISTRATION

4.1 Board of Directors. The business, property, and affairs of the Association shall be managed by a five (5) member board of directors (the Board of Directors) to be elected in the manner described in these Bylaws. The directors designated in the Articles of Incorporation shall serve until their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to the directors selected by Developer before the initial meeting of members shall be binding on the Association as though the actions had been authorized by a Board of Directors elected by the members of the Association so long as the actions are within the scope of the powers and duties that a Board of Directors may exercise under the Condominium Documents. A service contract or management agreement entered into between the Association and Developer or affiliates of Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within 90 days after the initial meeting has been held and on 30 days' notice at any time for cause.

4.2 Powers and Duties. The Board shall have all powers and duties necessary to administer the affairs of the Association and may take all actions in support of the administration that are not prohibited by the Condominium Documents or specifically reserved to the members, including the following:

- a. care, upkeep, and maintenance of the Common Elements
- b. development of an annual budget and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium
- c. employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property
- d. adoption and amendment of rules and regulations governing the use of the Condominium Property not inconsistent with these Bylaws
- e. opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association and designating signatories required for those purpose

f. obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration

g. granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents

h. authorizing the execution of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of the Condominium on behalf of the Owners

i. making repairs, additions, and improvements to or alterations of the Common Elements and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings

j. asserting, defending, or settling claims on behalf of all Owners in connection with the Common Elements of the Project and, on written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association

k. further duties as may be imposed by resolution of the members of the Association or that may be required by the Condominium Documents or the Act

4.3 Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. The accounts shall be open for inspection by the Owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each Owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at times required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of the review or audit shall be an expense of administration.

4.4 Maintenance, Repair, and Replacement. The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage, which is described in Section 6.3 of the Bylaws) is as follows:

a. All maintenance, repair, and replacement of the structures and other improvements located within a Unit or Limited Common Elements that are the responsibility of the Owner of a Unit as set forth in the Master Deed shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from the repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

b. All maintenance, repair, and replacement of the General Common Elements, whether located inside or outside the Units, and of Limited Common Elements to the extent required by the Master Deed shall be made by the Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence, misuse, or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not to the interior of any residence or garage within a Unit) from time to time during reasonable hours, on notice to the occupant, to maintain, repair, or replace any of the Common Elements located within or accessible only from a Unit that are the responsibility of the Association. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units or the Common Elements.

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by MCL 559.205. The fund shall be established in the minimum amount required on or before the Transitional Control Date and shall, to the extent possible, be maintained at a level that is equal to or greater than 10 percent of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this section may prove to be inadequate, and the Board should carefully analyze the Project from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

4.6 Construction Liens. A construction lien arising as a result of work performed on a Unit or on an appurtenant Limited Common Element shall attach only to the Unit on which the work was performed, and a lien for work authorized by Developer or the principal contractor shall attach only to Condominium Units owned by Developer at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of the Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or Developer.

4.7 Managing Agent. The Board may employ a management company or managing agent at a compensation established by the Board to perform the duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 4.2. Developer or any person or entity related to Developer may serve as managing agent, but any compensation paid to Developer shall be at competitive rates.

4.8 Officers. The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only on the affirmative vote of 67 percent or more of all Owners.

4.9 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association on 10 days' notice to all Owners in the manner and to the extent provided by the Association Bylaws. If no judicial determination on indemnification has been made, an opinion of independent counsel on the propriety of indemnification shall be obtained if a majority of Owners vote to procure such an opinion.

Section 5. ASSESSMENTS

5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance covering the interests of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Common Elements shall be receipts of administration.

5.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

a. **Initial Budget.** The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extend of such services and reasonable rules and regulations may be promulgated in connection with establishing the initial maintenance budget for the Association. The Association shall collect from each initial purchaser of a Unit a charge of \$350.00, which includes \$200.00 for a management set-up fee and \$150.00 for the Condominium Association management capitalization fee, at closing for the capitalization and management of the Association.

Thereafter, the Board of Directors of the Association shall establish a budget in advance for each fiscal year that will project all expenses for the coming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget shall be delivered to each Owner, although the failure to deliver a copy to each Owner will not affect or in any way diminish the liability of an Owner for any existing or future assessment.

b. **Budget Adjustments.** If the Board of Directors determines at any time, in its sole discretion, that the initial assessments levied are insufficient (i) to pay the costs of operation and maintenance of the Common Elements, (ii) to provide for

the replacement of existing Common Elements, (iii) to provide for additions to the Common Elements not exceeding \$5,000 annually, or (iv) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy any additional assessments it deems necessary for such purposes. The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

c. Special Assessments. The Board of Directors may make special assessments in excess of those permitted by subsections (a) and (b) from time to time following the approval of the Owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to (i) assessments for additions to the Common Elements costing more than \$5,000 in any year, (ii) assessments to purchase a Unit on foreclosure of the lien described in Section 5.5, or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of 67 percent or more (in number and in value) of all Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board elects some other periodic payment schedule, annual assessments will be payable by Owners in 4 equal quarterly installments, commencing with the acceptance of a deed to or a land contract vendee's interest in a Unit or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for the payment established by rule or regulation of the Association. However, the Board of Directors, including the first Board of Directors appointed by Developer, may relieve a Unit Owner who has not constructed a residence within a Unit from payment, for a limited period of time, of all or some portion of the assessment for the Unit's respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for nonresident Owners until those Owners begin to use the Common Elements on a regular basis.

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of the amounts the Board deems proper to operate and maintain the Condominium property under the powers and duties delegated to it and may

include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year. Any reserves established by the Board before the initial meeting of members shall be subject to approval by the members at the initial meeting. The Board shall advise each Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

5.5 Collection of Assessments. Each Owner shall be obligated for the payment of all assessments levied on the Owner's Unit while that person is the Owner of the Unit, and no Owner may become exempt from liability for the Owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Unit.

a. **Legal Remedies.** In the event of default by any Owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid on a mortgage of record recorded before the recording of any notice of lien by the Association; and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment as provided by MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, the Owner or anyone claiming under the Owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and reasonable attorney fees incurred in their collection.

b. **Sale of Unit.** On the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the buyer in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A buyer or grantee may request a written statement from the Association for the amount of unpaid assessments levied against the Unit being sold or conveyed, and the buyer or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to, a lien for any unpaid assessments in excess of the amount stated in a written response from the Association. However, unless the buyer or grantee requests a written statement from the Association at least five days before the sale as provided in the Act, the buyer or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorney fees.

c. **Self-Help.** The Association may enter the Common Elements, Limited or General, to remove and abate any condition constituting a violation or may discontinue the furnishing of services to an Owner in default under any of the provisions of the Condominium Documents on seven days' written notice to the Owner of the Association's intent to do so. An Owner in default shall not be entitled to use any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues, but this provision shall not operate to deprive any Owner of ingress and egress to and from the Owner's Unit.

d. **Application of Payments.** Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney fees; second, to any interest charges and fines for late payment on the assessments; and third, to installments of assessments in default in order of their due dates.

5.6 Financial Responsibility of Developer. The responsibility of Developer for assessments is as follows:

a. **Preturnover Expenses.** Before the Transitional Control Date, it will be Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses, but the Developer shall not be responsible for the payment of any general or special assessments. At the time of the initial meeting, Developer will be liable for the funding of any continuing deficit of the Association that was incurred before the Transitional Control Date.

b. **Postturnover Expenses.** After the Transitional Control Date and continuing for any remaining Development and Sales Period, Developer shall NOT be responsible for any payment of either general or special assessments levied by the Association on Units owned by Developer.

c. **Exempted Transactions.** Under no circumstances will Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement, capital improvements, or additions or to finance litigation or other claims against Developer.

Section 6. TAXES, INSURANCE, AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the Property of the Project or any phase of the Project, except for the calendar year in which the Project or phase is established. Taxes and assessments that become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs

shall be assessed only against the individual Units. For tax and special assessment purposes, no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

6.2 Insurance Coverage. The Association shall be appointed as attorney-in-fact for each Owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable, casualty insurance with extended coverage, vandalism, and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use, and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Owners, the mortgagees, and Developer, as their interests may appear. The insurance, other than title insurance, shall be carried and administered according to the following provisions:

a. **Owner Responsibilities.** Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's expense with respect to the residence and all other improvements constructed or located within the perimeters of the Owner's Unit and for the Limited Common Elements appurtenant to the Owner's Unit. It shall also be each Owner's responsibility to obtain insurance coverage for the Owner's personal property within the Owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Owner's Unit or on the Limited Common Elements appurtenant to the Owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Owner's residence. All insurance carried by the Association or any Owner shall contain provisions permitting the waiver of the right of subrogation for any claims against any Owner or the Association for insured losses.

b. **Common Element Insurance.** The General Common Elements of the Project shall be insured by the Association against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible for maintaining insurance with respect to the Limited Common Elements, the Units themselves, or any improvements located within the Units.

c. **Fidelity Insurance.** The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, employees, and all others who are responsible for handling funds of the Association.

d. **Power of Attorney.** The Board of Directors is irrevocably appointed as the agent for each Owner, each mortgagee, other named insured's and their beneficiaries, and any other holder of a lien or another interest in the Condominium or the Property to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases on the payment of claims.

e. **Indemnification.** Each individual Owner shall indemnify and hold harmless every other Owner, Developer, and the Association for all damages, costs, and judgments, including actual attorney fees, that any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Owner, Developer, or the Association, which rights are waived.

f. **Premium Expenses.** Unless otherwise provided, all premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration of the Association.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision whether or not it will be reconstructed or repaired will be made in the following manner:

a. **General Common Elements.** If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80 percent or more of the Owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. However, if the damaged property is common roadway and is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80 percent or more of the Owners agreeing not to repair or rebuild includes the Owners of all such Units.

b. **Limited Common Elements and Improvements.** If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and the Owner shall be responsible for the cost of any reconstruction or repair that the Owner elects to make. The Owner shall in any event remove all debris and restore the Unit and its improvements to a clean and slightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

c. **Reconstruction Standards.** Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for the improvements located within the Unit, unless prior written approval for changes is obtained from the Architectural Review Committee.

d. Procedure and Timing. Immediately after the occurrence of a casualty causing damage that is to be reconstructed or repaired by the Association, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association or if at any time during the reconstruction or repair the funds for the payment of the costs by the Association are insufficient, assessment shall be levied against all Owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

6.4 Eminent Domain. The following provisions will control on any taking by eminent domain:

a. Condominium Units. In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for the taking shall be paid to the Owner of the Unit and any mortgagee, according to their interests. If an Owner's entire Unit is taken by eminent domain, the Owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

b. Common Elements. In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use by or distribution to its members. The affirmative vote of 80 percent or more of the Owners in number and in value shall determine whether to rebuild, repair, or replace the portion taken or to take another action.

c. Amendment to the Master Deed. If the Project continues after the taking by eminent domain, the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly; and if any Unit has been taken, section 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Owners based on the continuing total value of the Condominium of 100 percent. The amendment may be completed by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Owner.

d. Notice to Mortgagees. If any Unit in the Condominium, the Common Elements, or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each holder of a publicly recorded mortgage lien on any of the Units in the Condominium.

e. Inconsistent Provisions. To the extent not inconsistent with the provisions of this section, MCL 559.233 shall control on any taking by eminent domain.

Section 7. CONSTRUCTION REQUIREMENTS

7.1 Design Standards. Design standards for Units in the Project are set forth in this section. Design standards promote quality, value, and stability for Unit Owners. The standards in this section are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.

7.2 Developer Approvals. During the Development and Sales Period, no residences, buildings, fences, walls, drives, walks, or other improvements shall be commenced, erected, or maintained; no addition to or external change in the appearance of any structure shall be made (including color and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to Developer, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by Developer. Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plan that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, Developer shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Condominium as a whole.

7.3 Review Committee. Developer has or will establish an architectural review committee (the Review Committee). The mission of the Review Committee is to ensure that all plans submitted for review, and all subsequent exterior changes or modifications, meet the criteria established in the design standards. The design standards for the Project are intended to provide a compatible neighborhood image.

7.4 Architectural Review. Following the Development and Sales Period, no residence, structure, or other improvements shall be constructed within a Unit or elsewhere on the Property and no exterior modification shall be made to any existing residence, structure, or improvement unless plans and specifications containing whatever detail the Review Committee reasonably requires has first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans and specifications, color or material applications, grading or landscaping plans, or building location plans that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on the plans and specifications, the Review Committee shall have the right to take into consideration the lity of the proposed structure, improvement, or modification, the site on which it is proposed to be constructed, the proposed location of any improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole.

7.5 Approval of Contractor. All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in

writing by Developer or, following the Development and Sales Period, by the Review Committee. If building construction is intended to commence within three months after the date of plan approval, the name of the proposed residential builder must be submitted when the plans and specifications are submitted. If construction is to be delayed beyond three months, the name of the proposed residential builder must be submitted for approval at least 60 days before the commencement of construction. In its approval process, the Review Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not that builder will be approved for participation in the Project. Construction of all other improvements, including swimming pools and landscaping, must also be done by contractors approved in writing by the Review Committee.

7.6 Specific Requirements. All approvals required by this section shall comply with the following requirements:

a. **Construction Materials.** Each residence shall be finished with wood, masonry (brick or stone), or vinyl exterior with a minimum of 65% of the exterior shall be finished in brick or stone for multi-story residences and 80% of the exterior shall be finished in brick or stone for one story residences. Exposed chimneys shall have an exterior finish of brick or stone and on all other visible improvements shall be finished with wood, brick, stone, or vinyl. Roofs must be of shingle construction using fiberglass or asphalt shingles. Driveways may be of brick or cement. All exterior paints, stains, and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee on request.

b. **Size and Space Requirements.** No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages, and basements (whether full basements, daylight basements, or walkout basements):

- One-story home (Ranch) – 1,300 sq. ft.
- Multi-story home (Cape Cod or Colonial) – 1,500 sq. ft.

c. **Improvements and Outbuildings.** Each residence must be equipped with an attached front entry garage of not less than two stalls and outside parking for a minimum of two vehicles shall be provided on or along the driveway. One additional detached structure of a size as determined by the Review Committee will be permitted for storage or accessory garage space.

d. **Letter and Delivery Boxes.** The Developer or Review Committee will install and determine the location, design, and permitted lettering of all mail and paper delivery boxes which shall be a cluster delivery/mailbox or mailboxes and to be located within the General Common Areas of the Project. Each Owner is responsible for the pro-rata cost of the cluster mailboxes and the installation

thereof which the estimated cost is \$175.00 per Unit Owner and this mailbox fee must be paid at the closing of each Unit.

7.7 Codes and Ordinances. In addition to the construction requirements in this Section, all buildings and other structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected.

7.8 Time for Construction. At the time of submitting the name of a proposed residential builder for approval, a date for commencement of construction (which shall not be more than two years after the date of approval) must be agreed on and approved by the Review Committee. Once construction has started, work on the building must be diligently pursued and completed within a maximum of 12 months from the date of commencement. The Committee may extend the time for commencement or completion when, in its opinion, conditions warrant an extension.

7.9 Reserved Developer Rights. The purpose of Section 7 is to ensure the continued maintenance of the Condominium as an attractive and harmonious residential development, and its provisions shall be binding on both the Association and all Owners in the Project. Developer (or any residential builder to whom Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and to access to, from, and over the Property as may be reasonable to enable development and sale of the entire Project.

7.10 Review Committee Appointment. Following the Development and Sale Periods, if rights of appointment have not previously been assigned to the Association, Developer's representatives shall resign from the Review Committee, and the Board of Directors of the Association shall appoint three new members to the Review Committee. In each succeeding year or at whatever other intervals the Board of Directors decides, the Board of Directors shall appoint or reappoint the three members to serve on the Review Committee.

7.11 Permitted Variance. The Review Committee may, on a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to an extent and in a manner that does not violate the spirit and intent of the requirements.

7.12 Setback Lines. No building will be erected on any Unit nearer to the street line or to either side Unit boundary or closer to the rear Unit boundary than permitted by the setback requirements of the Planned Development District for the Condominium or zoning applicable to the Unit that is in effect at the time of the contemplated construction of any building unless a variance or other permission for the setback is obtained from the applicable authority. If compliance with these setback requirements is impracticable or would create a hardship for a corner Unit or an odd-shaped building site, the Review Board may specify front yard, side yard, and rear yard

widths and depths that are less than those required by this section. When 1½ or more Units are acquired as a single building site, the side Unit boundaries will refer only to the Unit boundary lines bordering the property of adjoining owners.

7.13 Landscaping Requirement. Each Unit must be completely landscaped as soon as possible during the planting season (April through November) but, in any event, no later than 60 days (weather permitting) after initial occupancy of the Dwelling. The reasonable value of the landscaping surrounding a Dwelling shall be not less than five thousand (\$5,000.00) dollars, excluding landscape architectural fees. The Developer shall have the right to determine the reasonable value of the landscaping. After landscaping has been installed, the Unit Owner shall maintain the landscape in a good and aesthetically pleasing condition. If at the time of conveyance from Developer, construction of a Dwelling on the Unit has commenced or has been completed, but the landscaping has not been completed, the Developer shall require the Unit Owner, at closing, to escrow one thousand five hundred dollars (\$1,500.00) with the title company conducting the closing of the Unit until such time the landscape is installed. All landscape escrow deposits made shall be released to the Unit Owner upon completion of the landscaping as set forth herein. To the extent that the escrow deposit earns interest, the interest shall be paid to the Unit Owner at such time as the landscaping of the Unit has been completed. However, the Developer shall not be required to maintain the escrow deposit in an interest-bearing account or to otherwise generate a return on the escrow deposit.

In the event the Unit Owner fails or refuses to comply with the foregoing, the Developer may, in its sole discretion, instruct the title company to release the escrow deposit amount to Developer and the Unit Owner shall have forfeited all of his or her rights to the landscape escrow deposit.

Section 8. USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence and purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood are permitted as incidental to primary residential use. No building intended for other business uses and no apartment house, rooming house, day care facility, foster care residence, or other commercial or multiple-family dwelling of any kind shall be erected, placed, or permitted on any Unit.

8.2 Common Areas. The Common Elements shall be used only by the Owners of Units in the Condominium and their agents, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective Units and for other purposes incidental to use of the Units. Any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses

approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements.

8.3 Use and Occupancy Restrictions. In addition to the general requirements of Sections 8.1–8.2, the use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:

a. **Exterior Changes.** No Owner shall make any additions, alterations, or modifications to any of the Common Elements or any changes to the exterior appearance of the building or other improvements within the perimeters of the Owner's Unit without prior approval of Developer or the Review Committee. A change in the color of a residence or a significant landscaping change are included within the meaning of a change in exterior appearance.

b. **Unit Rental.** No portion of a Unit may be rented and no transient tenants be accommodated in any building, but this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by these Bylaws.

c. **Nuisances.** No nuisances shall be permitted on the Property, nor shall any use or practice be permitted that is a source of annoyance to or that unreasonably interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash or for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units.

d. **Prohibited Uses.** Nothing shall be done or kept in any Unit or on the Common Elements that will increase the rate of insurance for the Project without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner's Unit or elsewhere on the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements or that will violate any law.

e. **Signs.** No sign or billboard of any kind shall be placed, erected or maintained on any Unit excepting that the provisions of this paragraph shall not apply to such signs as may be for purposes of resale by any Owner. Signs for purposes of resale shall be limited to one sign per Unit not exceeding four square feet and shall be subject to review and approval of the Association and the Developer so long as the Developer shall hold title to any Unit. Furthermore, signs for the purposes of resale do not include "for rent" and "for lease" signs or any sign that pertains

to renting or leasing any Unit. The provisions of this paragraph shall not apply to signs installed or erected on any Common Element or Unit by the Developer, its successors or assigns during such periods as any Unit shall be “for sale” or used as a model or for display purposes by the Developer or other entity. Political signs for a period of three months (90) days prior to an election may be displayed, one sign per candidate, ground-mounted, on the Unit. No political sign shall be permitted on any of the General Common Element areas. No political sign shall exceed four square feet. Garage sale signs may be displayed for three days at a time on any Unit, and one sign may be displayed at the Entrance to the Condominium, but no garage sale sign shall be displayed on any Unit or General Common Element for more than three days. Signs shall be subject to City of Livonia Code of Ordinances.

f. Fences and Walls. Fences, walls, or hedges shall not be permitted on any Unit. However, fences are permitted in the rear yard only and can only be installed on a Unit so long as a completed home exists on both sides of the proposed Unit requesting a fence. Additionally, NO fence is permitted to be installed without the prior written consent of the Developer or Review Committee.

g. Pets. No animals or fowl (except common domestic household pets) shall be kept or maintained within the Condominium.

h. Personal Property. No Owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other items of personal property outside a residence or ancillary building. This restriction shall not be construed to prohibit an Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck, or balcony of a Unit, though no such furniture or other personal property shall be stored on any open patio, deck, or balcony that is visible from another Unit or from the Common Elements of the Project.

i. Firearms and Weapons. No Owner shall use or permit the use by any occupant, agent, tenant, invitee guest, or member of the Owner’s family of any firearms; air rifles; pellet guns; BB guns; bows and arrows; illegal fireworks; or other dangerous weapons, projectiles, or devices anywhere on or about the Property.

j. Recreational and Commercial Vehicles. No recreational vehicles, boats, or trailers shall be parked or stored in any garage if the storage would prevent full closure of the garage door or elsewhere on the Property without the written approval of the Association. No commercial vehicle, mobile home, trailer, house or camping trailer, tent shack, tool storage, shed, barn, tree house or other similar Structure shall be placed on a Unit at any time either temporary or permanently. No snowmobile, all-terrain vehicle, or other motorized recreational vehicle shall be operated on the Property. No maintenance or repair shall be performed on any

boat or recreational vehicle except within a garage or residence which is totally isolated from public view.

k. Recreational Facilities. No above-ground pools, tennis courts, or dog runs will be permitted on any Unit. All exterior hot tubs and spas must be approved by the Developer or the Review Committee before installation.

l. Trash Containers and Pick Up. All trash shall be placed in containers approved by the Review Committee and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection.

m. Use of Common Elements. The General Common Elements shall not be used for the storage of supplies or personal property (except for the short periods of time that are reasonably necessary to permit the placement of trash for collection the next day). No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or that affects an Association responsibility in any way. In general, no activity shall be carried on or condition maintained by any Owner either in the Owner's Unit or on the Common Elements that despoils the appearance of the Condominium.

n. Application of Restrictions. Unless arbitration is elected pursuant to these Bylaws, a dispute or question whether a violation of any specific regulation or restriction in this section has occurred shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a decision in writing, which shall be binding on all owners and other parties with an interest in the Project.

o. Decks, Patios, Balconies, and Accessory Structures. Any deck, patio, balcony, and/or accessory structure located within a Condominium Unit shall not be located on or encroach into any easement or the General Common Elements of the Project. No Unit Owner shall construct or cause to be constructed any deck, patio, balcony, and/or accessory structure without the prior written approval by the Developer or Review Committee.

8.4 Zoning Compliance. In addition to the restrictions in Section 8, the use of any Unit or structure on the Property must satisfy the requirements of the zoning ordinances of the municipality where the Project is located in effect at the time of the contemplated use unless a variance for the use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.

8.5 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use of Units and Common Elements may be promulgated and amended by the Board. Copies of the rules and regulations must be furnished by the Board to each Owner at least 10 days before their effective

date and may be revoked at any time by the affirmative vote of the Board or 60 percent or more of all Owners.

8.6 Enforcement by Developer. The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community used and occupied for the benefit of the Owners and all other persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, Developer, or any person to whom it assigns this right, may, at its option, elect to maintain, repair, or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, and this right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any prohibited activity.

8.7 Owner Enforcement. An aggrieved Owner will also be entitled to compel enforcement of the Condominium Documents by an action for injunctive relief or damages against the Association, its officers, or another Owner in the Project.

8.8 Remedies on Breach. In addition to the remedies granted by Section 5.5 for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Section 8, to enter the Unit and to remove or correct the cause of the violation. The entry will not constitute a trespass, and the Owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

8.9 Reserved Rights of Developer. The restrictions in this section shall not apply to the commercial activities of Developer during the Development and Sale Period. Developer shall also have the right to maintain a sales office, advertising display sign, storage areas, and reasonable parking incident to its sales efforts and to reasonable access to, from, and over the Property to enable development and sale of the entire Project.

8.10 Assignment and Succession. Developer may be assigned any of the rights granted to or reserved by it in the Condominium Documents or by law to any other entity or to the Association. Any assignment or transfer shall be made by an appropriate document in writing, signed by Developer and recorded in the register of deeds office for the county where the Project is located. On qualification, the assignee will have the same rights and powers as those granted to or reserved by Developer in the Condominium Documents.

Section 9. MORTGAGES

9.1 Notice to the Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (in this section, the Mortgagee), and the Association will maintain this information. The information relating to Mortgagees will be made available to Developer or its successors as needed to obtain consent from or give notice to Mortgagees concerning actions requiring consent from or notice to Mortgagees under the Condominium Documents or the Act.

9.2 Insurance. The Association shall notify each of the Mortgagees of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulations, a Mortgagee of a Unit will be granted the following rights:

a. **Inspection and Notice.** On written request to the Association, a Mortgagee will be entitled (i) to inspect the books and records relating to the Project on reasonable notice, (ii) to receive a copy of the annual financial statement that is distributed to Owners; (iii) to notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations that is not cured within 30 days; and (iv) to notice of all meetings of the Association and its right to designate a representative to attend the meetings.

b. **Exemption from Restrictions.** A Mortgagee that comes into possession of a Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure shall be exempt from any option or right of first refusal on the sale or rental of the mortgaged Unit in the Condominium Documents.

9.4 Additional Notification. When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association, and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of their participation.

Section 10. LEASES

10.1 Notice of Lease. An Owner, including Developer, who intends to lease a Unit shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to the prospective tenant and, at the same time, shall supply the

Association with a copy of the lease form. No Unit shall be leased for a period of less than one (1) year without the prior written consent of the Association.

10.2 Terms of Lease. All occupants of a Unit shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require compliance.

10.3 Remedies of the Association. If the Association determines that any non-Owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

a. **Notice.** The Association shall notify the Owner by certified mail advising of the alleged violation by the non-Owner occupant.

b. **Investigation.** The Owner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the non-Owner occupant or to advise the Association that a violation has not occurred.

c. **Legal Action.** If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the non-Owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Owner and the non-Owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the non-Owner occupant and the Owner liable for any damages to the Common Elements caused by the Owner or the non-Owner occupant in connection with the Unit or the Project.

10.4 Liability for Assessments. If an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a non-Owner occupant occupying the Owner's Unit under a lease or rental agreement and the non-Owner occupant, after receiving such notice, shall deduct from rental payments due the Owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the lease agreement by the non-Owner occupant.

Section 11. TRANSFER OF UNITS

11.1 Unrestricted Transfers. An individual Owner may, without restriction under these Bylaws, sell, give, devise, or otherwise transfer the Owner's Unit or any interest in the Unit.

11.2 Notice to Association. Whenever an Owner sells, gives, devises, or otherwise transfers the Owner's Unit or any interest in the Unit, the Owner shall give written notice to the Association within five days after consummating the transfer. The notice shall be accompanied by documents evidencing the title or interest transferred.

Section 12. ARBITRATION

12.1 Submission to Arbitration. Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws, or other Condominium Documents and any disputes, claims, or grievances arising among or between Owners or between Owners and the Association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the Association, be submitted to arbitration; and the parties shall accept the arbitrator's decision and award as final and binding. The Arbitration Rules for the Real Estate Industry of the American Arbitration Association, as amended and in effect from time to time, shall apply to all such arbitrations.

12.2 Disputes Involving Developer. A contract to settle by arbitration may also be executed by Developer and any claimant for any claim against Developer that might be the subject of a civil action, provided as follows:

a. **Buyer's Option.** At the exclusive option of a Buyer or an Owner in the Project, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that involves an amount less than \$2,500 and arises out of or relates to a purchase agreement, a Unit, or the Project.

b. **The Association's Option.** At the exclusive option of the Association of Owners, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that arises out of or relates to the Common Elements of the Project if the amount of the claim is \$10,000 or less.

12.3 Preservation of Rights. Election by any Owner or by the Association to submit any dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. Except as provided in this section, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim, or grievance in the absence of an election to arbitrate.

Section 13. OTHER PROVISIONS

13.1 Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached or as defined in the Act.

13.2 Severability. If any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, modify, or impair any of the other terms, provisions, or covenants of the documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

13.3 Notices. Notices provided for in the Act, Master Deed, or Bylaws shall be in writing and shall be addressed to the Association at its registered office in the State of Michigan and to any Owner at the address in the deed of conveyance or at another address subsequently provided. The Association may designate a different address for notices to it by giving written notice of the change of address to all Owners. Any Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by U.S. mail with postage prepaid or when delivered in person.

13.4 Amendment. These Bylaws may be amended, altered, changed, added to, or repealed only in the manner prescribed by section 10 of the Master Deed.

13.5 Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied, and the provisions of the document having the highest priority shall govern:

1. the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws
2. these Condominium Bylaws
3. the Articles of Incorporation of the Association
4. the Association Bylaws
5. the Rules and Regulations of the Association (if any)



LETTER TO THE LIVONIA CITY COUNCIL

4.

Parks and Recreation August 11, 2023

MEETING DATE

S090623/R092123

PREPARED BY

Ann Cox, Program Supervisor,

AGENDA ITEM

AWARD OF BID AND REQUEST FOR ADDITIONAL APPROPRIATION AND EXPENDITURE: Department of Parks and Recreation, re: for the construction of a pavilion and concrete pad in the Ben Celani play area of Bicentennial Park, from the unexpended fund balance of the Community Recreation Fund.

BACKGROUND DETAILS

The Department of Parks and Recreation is constructing a new pavilion and concrete pad in the Ben Celani play area of Bicentennial Park.

A bid package was posted to MITN on July 11, 2023 and two bids were received:

Company	24'x34' Pavilion	30'x40' Pavilion
KAB Enterprises	\$92,089.62	\$101,840.53
Genoa Contracting	\$96,450	\$112,000

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

We request that the City Council authorize the Mayor and City Clerk to execute a contract in the amount of \$92,089.62 with KAB Enterprises, 3318 Fort Street, Lincoln Park, MI 48186 for the 24'x34' Pavilion.

We also request that the City Council authorize an additional appropriation and expenditure in the amount of \$92,089.62 from the unexpended fund balance of the Community Recreation Fund (208). This project was previously approved as part of the 2022/23 Wayne County Parks millage IGA and will be reimbursed by Wayne County.

SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)

One Cedar Forest Products Model#RHS2434

CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)

Contract amount \$92,089.62

DETAILED WORK BEING PERFORMED

Installation of a new concrete pad and 24' x 34' pavilion.

FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)

We request that the City Council authorize an additional appropriation and expenditure in the amount of \$92,089.62 from the unexpended fund balance of the Community Recreation Fund (208). This project was previously approved as part of the 2022/23 Wayne County Parks millage IGA and will be reimbursed by Wayne County.

ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)

This is the lowest bid.

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): N/A

ATTACHMENTS

1. 2023 Ben Celani IGA 22.23

APPROVED BY



Ted Davis, CPRP, Superintendent of Parks and Recreation

Date: August 14, 2023



Michael Slater, Finance Director

Date: August 14, 2023



Maureen Miller Brosnan, Mayor

Date: August 16, 2023

CITY OF LIVONIA

ADDENDUM NO. 1 – PAVILION AT BICENTENNIAL PARK (BEN CELANI PLAY AREA)

TO: Potential Bidders
FROM: Enna Bachelor, Purchasing Manager
SUBJECT: Addendum No. 1 – Pavilion at Bicentennial Park (Ben Celani Play Area)
DATE: July 17, 2023

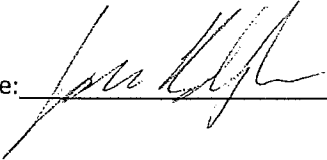
Addendum No. 1 is being issued because of the mandatory prebid meeting held on 07/10/2023. A copy of the sign in sheet is attached to this addendum. Bids will only be considered from firms in attendance at the mandatory prebid meeting.

- Power source for pavilion work will be accessed from the restrooms adjacent to the area.
- Successful bidder shall stub out conduit and cut out box. Not responsible for hook up.
- No electrical permit required.
- Building permit is required
- Site restoration must be included with the cost proposal.
- Sub-base is not reinforced
- Concrete shall be finished grade to current concrete.
- Spoils may be used to restore/fill in area as required. Proper disposal of unused spoils and debris shall be the responsibility of the contractor.
- Concrete should have a minimum of 4" thick concrete slab over 6" of compacted 21AA stone. (limestone or crushed concrete). Concrete specifications are attached to the addendum.
- Tentative Park design is attached for reference.

All other provisions of the bid remain the same. The due date remains the same. Bidders shall acknowledge receipt of the addendum with their bid response uploaded to the MITN website.

Addendum No. 1 – Pavilion at Bicentennial Park (Ben Celani Play Area) – Acknowledgment

Company Name: KAB Enterprises, Inc.

Authorized Signature:  Date: 7/19/2023

Print Name: John Balogh Title: Vice President

Item No.	PROPOSAL A - Item Description	Total Price (\$)
1	24' x 34' Pavilion and installation	\$66,499.06
2	Excavation and Installation of Concrete Pad	\$22,590.56
3	BONDING – Refer to general conditions	\$3,000.00
	Total	\$92,089.62
Item No.	PROPOSAL B - Item Description	Total Price (\$)
1	24' x 40' Pavilion and installation	\$72,498.13
2	Excavation and Installation of Concrete Pad	\$25,342.40
3	BONDING – Refer to general conditions	\$3,000.00
	Total	\$101,840.53

Date Site Visit: 7/11/2023

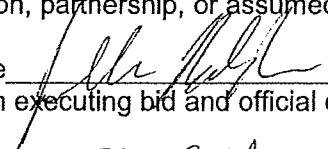
We can complete the project on or before Nov. 30, 2023? X Yes No

If no, please specify the date by which work will be completed_____

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 7/11/2023 Firm Name KAB Enterprises, Inc.
(If corporation, partnership, or assumed name)
Address 3318 Fort Street Signature 
(Person executing bid and official capacity)
Print Name John Balogh
City Lincoln Park State MI Zip Code 48146
Email KAB Enterprise, Inc.
Phone 586-292-5531 FAX _____
John Balogh Kim Balogh
(Names of Principal Officers and designate (If partnership or assumed name, indicate
official capacity) names of owners)



Rectangular Hip

Single-tier and double-tier options available, 24 gauge metal roofing, factory applied powder coat finish on all steel components, 4:12 roof pitch

Standard Sizes			
Rectangular Hip	Roof Size	Rectangular Hip	Roof Size
RHS1212	12 x 12	RHS2424	24 x 24
RHS1616	16 x 16	RHS2434	24 x 34
RHS1624	16 x 24	RHS2444	24 x 44
RHS1634	16 x 34	RHS2464	24 x 64
RHS1644	16 x 44	RHS3030	30 x 30
RHS2020	20 x 20	RHS3044	30 x 44
RHS2024	20 x 24	RHS3064	30 x 64
RHS2034	20 x 34	RHS3084	30 x 84
RHS2044	20 x 44	RHS3636	36 x 36



Options: Roof Decking • Finish Roofing • Roof Pitches • Shelter Tiers • Cupola • Ornamentation • Laser Cut Medallions • Column Style • Metal Base Covers • Electrical Access & Cutouts • Lightning Protection • Customization



July 7, 2023

Mr. Ted Davis, Superintendent
Livonia, Parks and Recreation
15100 Hubbard
Livonia, MI. 48154

Dear Mr. Davis

Please find the attached approved Intergovernmental Agreement for Park Millage funding 2022-2023 for improvements of Bicentennial Park.

Per section 5.09, we look forward to the completion of your community project and for the County Executive participation in the ribbon cutting/dedication ceremonies which must be coordinated through the Wayne County Parks office.

Should you have any questions, please feel free to contact me at (734) 261-2022.

Sincerely,

Alicia C. Bradford, MSA, CPRP
Director

CERTIFICATION

STATE OF MICHIGAN)
)
CHARTER COUNTY OF WAYNE)

I, Pamela Lane, Acting Clerk of the County Board of Commissioners for the Charter County of Wayne, State of Michigan, do hereby certify that the attached Resolution No. 2023-432, *authorizing an intergovernmental agreement between the Charter County of Wayne and the City of Livonia not to exceed \$96,179 for improvements to Bicentennial Park*, was duly adopted by the Wayne County Board of Commissioners on the FIFTEENTH day of JUNE, 2023 by the following:

YEAS: Commissioners Anderson, Basham, Clark-Coleman, Clemente, Daub, Haidous, Killeen, Kinloch, Marecki, Baker McCormick, Scott, Vice-Chair Pro Tempore Baydoun, Vice-Chair Palamara, Chair Bell -- 14

NAYS: None

NOT VOTING: None

ABSTAIN: None

EXCUSED: Commissioner Knezek -- 1

I further certify that the attached Resolution is a true, correct, and complete copy of the original of said Resolution on file and of record in the Journal of the Commission, and is of full force and effect. I also certify that the above-referenced meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267 of the Public Acts of Michigan of 1976, as amended, and that the minutes of the meeting are kept and will be or have been made available as required by the Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the County of Wayne this 21st day of June, 2023.



PAMELA LANE
ACTING CLERK OF THE COMMISSION
CHARTER COUNTY OF WAYNE, MI

RESOLUTION

No. 2023-432

By Commissioner Marecki

RESOLVED, by the Wayne County Commission this 15th day of June, 2023 that approval be, and is hereby, granted authorizing an intergovernmental agreement between the Charter County of Wayne and the City of Livonia not to exceed \$96,179 for improvements to Bicentennial Park, as recommended by the Chief Executive Officer; and be it further

RESOLVED, that the term of the agreement is from June 15, 2023 through September 30, 2025 and the cost of the agreement will be charged to Account No. 208 44935 817000 (Parks – Millage Capital Improv); and be it further

RESOLVED, that the Chief Executive Officer be, and is hereby, duly authorized to execute the aforementioned agreement on behalf of the Charter County of Wayne.

[Intergovernmental Agreement on File]

(2023-60-026)

AGREEMENT

between

THE CHARTER COUNTY OF WAYNE

and

THE CITY OF LIVONIA

for

Improvements to

BICENTENNIAL PARK

FY 2022-2023

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THIS AGREEMENT ("Agreement") is between the County of Wayne, Michigan, a public body corporate and Home Rule Charter County, acting through its Department of Public Services, Parks Division (hereinafter the "County") and the City of Livonia, a Michigan municipal corporation (hereinafter "City").

1. PURPOSE

1.01 The County and City have an interest in entering into cooperative parks and recreation projects that are mutually beneficial to the citizens of Wayne County.

2. SCOPE OF THE PROJECT

2.01 The County will cooperatively fund the construction of improvements (the "Project") at Bicentennial Park, located in the City (individually, "Site" or collectively, "Sites"), for the citizens of Wayne County, at the location(s) described in **Exhibit A** attached hereto and made a part hereof. The County will finance any improvements agreed upon by the Chief Executive Officer for the County or his/her designee and the Mayor of the City or his/her designee, in creation of the Project under the limitations indicated in Sections 3, 4 and 5.

3. TERM OF CONTRACT

3.01 The term of this Agreement shall commence upon approval by the Wayne County Commission and **shall terminate on September 30, 2025 at 11:59 p.m.**

3.02 If City fails to complete the Project by the termination date as stated in Section 3.01, the parties agree that the County shall be under no further obligation to provide any remaining funds committed hereunder.

4. COUNTY'S COVENANTS

4.01 The County will assist in funding construction of the Project described in **Exhibit B** attached hereto and made a part hereof. The FY 2022-2023 funding provided by the County for the recreational Project **shall not exceed Ninety Six Thousand One Hundred Seventy Nine Dollars (\$96,179).**

5. CITY'S COVENANTS

5.01 Prior to construction of any portion of the Project, City shall provide the County with documents evidencing title to each Site, including, but not limited to, deeds, assignments, leases, land contracts, and mortgage instruments. The documents must specify all covenants, restrictions, easements, or other encumbrances on each Site.

5.02 City warrants that it is the legal owner with good, valid, and clear title to each Site and that each Site is accurately described in **Exhibit A**. City shall hold harmless and defend the County against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including but not limited to, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to an action by a third party to quiet title in any Site described in **Exhibit A**.

5.03 City shall keep accurate records and account of the Project costs that shall be accessible for inspection and audit by a representative of the County.

5.04 City shall submit to the County no more frequently than once every 30 days, a certified application for reimbursement of acceptable Project costs together with all contractor and

subcontractor certified invoices and any required supporting documentation for reimbursement, which shall be made upon receipt and approval of the application for reimbursement. The County is under no obligation to reimburse City for any unapproved costs or costs outside the scope of this Agreement.

5.05 City shall be responsible for financing the Project beyond the financial commitment the County has made as indicated in Section 4.01.

5.06 City shall operate and maintain improvements for public recreation, and that it shall allow each park to be open to the public on equal and reasonable terms and that no individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age or handicap.

5.07 City agrees that in consideration of the financial commitment that the County is providing for the Project, City shall operate each Site as a recreational facility for no less than ten (10) years after the Project is completed.

5.08 City will develop signage at its own expense, which recognizes the County as a donor at each Site. The signage shall comply with the specifications described in **Exhibit C** attached hereto and made a part hereof. The County shall have the right to approve the signage. Such approval will not be unreasonably withheld or delayed. City shall install the signage prior to the Project's completion.

5.09 City agrees to provide the County with an opportunity to participate in planning any press conference, ribbon cutting ceremony, opening ceremony, or other public/media announcement related to the Project ("media event"). City further agrees to provide the County with no less than thirty (30) days prior written notice of a proposed media event.

5.10 Breach of any of the provisions contained in this Article may be regarded as a material breach of this Agreement.

6. TERMINATION

6.01 This Agreement can be terminated by either party with or without cause upon thirty (30) days written notice, prior to commencing construction. If terminated prior to commencing construction of the Project, each party is solely responsible for its own costs, fees, and obligations incurred prior to the termination.

6.02 After the Project's construction is commenced, the County may terminate this Agreement with or without cause and shall be responsible for expenses previously approved by the County and incurred by City, not to exceed the amount stated in Section 4.01.

6.03 City may terminate this Agreement, with or without cause, after construction is commenced and shall return to the County any funding provided by the same under this Agreement.

6.04 This Agreement shall terminate if any Site is not operational and regularly open to the public.

7. DATA TO BE FURNISHED

7.01 City must maintain copies of all information, books, data, reports, records, etc., related to the Project. Such information and records shall be maintained for a period of three (3) years from the date City receives its final reimbursement payment under this Agreement.

7.02 Upon the request of the County or its authorized representative, including its Legislative Auditor General, City must furnish, without charge, copies of all information, books, records, data, reports, etc., of City, or any contractors, subcontractors, consultants or agents rendering or furnishing services under this Agreement, whether direct or indirect, that will permit adequate evaluation or audit of the services provided by City or any of its contractors, subcontractors, consultants or agents. City must include a similar covenant allowing for County audit in any agreement it has with a contractor, subcontractor, consultant or agent related to this Agreement. The County may delay reimbursement payments to City pending the results of any such audit without penalty or interest.

7.03 The County may schedule conferences at mutually convenient times with City administrative personnel to gather the information. If, as a result of any audit conducted by or for the County relating to City's performance under this Agreement, a discrepancy should arise as to the amount of compensation due City, City shall pay to the County on demand the amount of compensation in question. If City fails or refuses to make payment, in addition to other legal remedies available to the County, the County may retain said amount from any funds allocated to City but not yet disbursed under this Agreement or may offset such a deficiency against the compensation to be paid City in any concurrent, successive or future agreements between the parties.

7.04 City further acknowledges the right of the Wayne County Commission as a third-party beneficiary of this Agreement to sue for specific performance to enforce the audit rights provided herein for the Legislative Auditor General.

8. ADMINISTRATION

8.01 City must inform the County as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent meeting the objectives of this Agreement, including changes, transfer, or assignment of any real property interest related to any Site;
- B. Favorable developments or events that enable meeting time schedules or goals sooner than anticipated; or
- C. Any changes or modifications in appropriations and funding for the Project.

9. RELATIONSHIP OF PARTIES

9.01 The parties are independent entities. No liability or benefits, such as Workers' Compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agents, contractors, subcontractors, or employees as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agents, employees, contractors, or subcontractors.

10. INSURANCE

10.1 City will require that all contractors undertaking work on the Project abide the terms, and provide insurance coverage in said amounts, as set forth in **Exhibit D**.

10.2 All insurance and bonds shall name the Charter County of Wayne and the City as insured or beneficiary.

11. HOLD HARMLESS

11.01 City agrees to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors, subcontractors, consultants, or agents. It is agreed that the County is merely acting as a funding source for the Project and that any negligence, or tortious acts, errors, or omissions on the part of the County shall only arise out of providing these funds or processing reimbursement requests made by City as submitted pursuant to Section 5.04.

11.02 This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or City or any of their agencies, or employees, as provided by statute or modified by court decisions.

12. LIABILITY

12.01 The County does not assume and is not responsible for, payment of any debt service, lien, or encumbrance, including, but not limited to, mortgage, promissory note, land contract, or other obligation, incurred prior to the signing or during the term of this Agreement.

12.02 This Agreement is not intended to create beneficial rights in any third party other than the Wayne County Commission. This Agreement is entered into for the sole benefit of the parties to this Agreement.

13. ENVIRONMENTAL MATTERS

13.01 City warrants to the County that City will not use Hazardous Materials (as defined in Section 13.06) at any Site in violation of any governmental regulation pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

13.02 City warrants that it is not in violation of governmental regulations pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at any Site, and, to the best of City's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects a Site.

13.03 City will keep each Site free of Hazardous Materials except to the extent that the Hazardous Materials are stored or used in compliance with applicable local, state and federal

regulations. City must not cause or permit any Site to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with governmental regulations. City shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of City, any tenant, subtenant or occupant, the release, spill, leak or emission of Hazardous Materials at any Site or onto any other contiguous property.

13.04 Prior to commencing the Project, City must conduct and complete or cause to be conducted and completed an investigation, including a comprehensive environmental audit, studies, sampling, and testing, as the County deems necessary. A copy of any environmental audit, study, sampling or testing shall be provided to the County within ten (10) working days of City's receipt of such audit, study, sampling or testing. If the audit reveals the existence of any Hazardous Material at any Site, City shall immediately disclose the findings to the County. If the County decides to proceed with the Project, City shall do or cause to be done all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Site as required by all applicable governmental regulations, to the satisfaction of the County, and according to all federal, state and local governmental authorities. Any audit conducted by the County is solely for the benefit, protection, and interest of the County. City or any third party cannot rely upon the audit conducted by the County for any purpose.

13.05 It is agreed that the County is merely acting as a funding source for the Project and that the County shall only be responsible for providing these funds and processing reimbursement requests made by City as submitted pursuant to Section 5.04. Therefore, the County shall not be responsible for any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to:

- A. The presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Site or the soil, water, vegetation, buildings, personal property, persons or animals;
- B. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials at a Site;
- C. Any lawsuit brought or threatened, settlement reached or government order relating to the Hazardous Materials with respect to a Site;
- D. Any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of any mortgage, which are based on or related to the Hazardous Materials used at a Site;
- E. This section applies to the presence, disposal, release, leakage, or threatened release of any Hazardous Materials prior to the effective date of this Agreement.

13.06 Hazardous Material means any material or substance:

- A. Which is or becomes defined as a hazardous substance, pollutant, or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et. seq.) and any amendments thereto and regulations pursuant thereto;

- B. Containing gasoline, oil, diesel, fuel, or other petroleum products;
- C. Which is or becomes defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901 et. seq.) and any amendments thereto and regulations pursuant thereto;
- D. Containing polychlorinated biphenyl;
- E. Containing asbestos;
- F. Which is radioactive;
- G. The presence of which requires investigation or remediation under any governmental regulation; or
- H. Which is or becomes defined as a hazardous waste, hazardous substance, pollutant, contaminant, or biologically hazardous material under any governmental regulation.

14. COMPLIANCE WITH LAWS

14.01 Each party must comply with and must require its employees to comply with all applicable laws and regulations.

14.02 City must construct and develop the Project or cause the Project to be constructed and developed according to applicable local, state and federal laws.

15. AMENDMENTS

15.01 No amendment to this Agreement is effective unless it references this Agreement, is written and signed by duly authorized representatives of both parties and approved by resolutions adopted by the Livonia City Council and the Wayne County Commission.

16. NONDISCRIMINATION PRACTICES

16.01 City shall require that all contractors, subcontractors, consultants and agents retained to perform work related to this Agreement comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to these Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Elliot-Larson Civil Rights Act (P.A. 1976 No. 453)
- F. The Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- G. The anti-discrimination provisions as required by Section 120-192 of the Wayne County Code of Ordinances.

16.02 All contractors, subcontractors, consultants and agents retained by City to perform work related to this Agreement shall not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, familial status, height or weight.
- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Section 120-192 of the Wayne County Code of Ordinances, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of prospective employees. City also shall not make or keep a record of that information or disclose such information.
- E. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.

16.03 City agrees that it will notify all of its contractors, subcontractors, consultants, or agents of their obligations relative to non-discrimination under this Agreement when soliciting the contractor, subcontractor, consultant, or agent. City will include the provisions of this Article in any contract, as well as provide the County with a copy of any agreement with a contractor, subcontractor, consultant, or agent completing work related to this Agreement.

16.04 All contractors, subcontractors, consultants and agents retained by City to perform work related to this Agreement shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by the County Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon City.

16.05 Breach of any of the covenants in this Article may be regarded as a material breach of this Agreement.

16.06 City acknowledges the right of the County Director of Human Relations to sue to enforce the provisions in this Article.

16.07 If City or any of its contractors, subcontractors, consultants, or agents does not comply with the non-discrimination provisions of this Agreement, the County may impose sanctions, as it determines to be appropriate, including but not limited to the cancellation, termination or suspension of this Agreement, in whole or in part.

16.08 In the event that City is or becomes subject to federal or state law which conflicts with the requirements of Section 120-192 of the Wayne County Code of Ordinances, the provisions of federal or state law shall apply and this Agreement shall be interpreted and enforced accordingly. In accordance with the Elliot-Larson Civil Rights Act, P.A. 1976 No. 453, as amended, MCL 37.2101 *et seq.*, City covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, weight, height, or marital status, and to require a similar covenant on the part of any contractor, subcontractor, consultant, or agent employed in the performance of this Agreement.

17. ETHICS IN CONTRACTING

17.01 City and all of its contractors must comply with Article 12 of Chapter 120 of the Wayne County Code of Ordinances governing "Ethics in Public Contracting" or any similarly existing City ordinances.

18. NOTICES

18.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

If to City:
Department of Parks and Recreation
City of Livonia
15100 Hubbard
Livonia, Michigan 48154

If to the County:
Director of Parks
Wayne County Parks
33175 Ann Arbor Trail
Westland, Michigan 48185
and
Director
Wayne County Department of Public Services
400 Monroe, Suite 300
Detroit, Michigan 48226

18.02 All notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

18.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

19. WAIVER OF ANY BREACH

19.01 No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach constitutes a waiver of any breach of term. No

waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

20. SEVERABILITY OF PROVISIONS

20.01 If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

21. MERGER CLAUSE

21.01 This Agreement, including the Exhibits contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth in this Agreement. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth herein.

21.02 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

22. JURISDICTION AND LAW

22.01 This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Each party will not commence any action against the other because of any matter arising out of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

23. MISCELLANEOUS

23.01 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

23.02 The parties agree that upon termination of this Agreement, the following sections shall survive termination and shall remain in full force and effect: 5.02; 11; 12; 13; 14 and 22.

23.03 The term "County" includes the Charter County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents, and employees.

23.04 This Agreement must not be construed as a waiver of any governmental immunity by the County or City, or any of their agencies, or employees, has as provided by statute or modified by court decisions.

23.05 The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope or intent of this Agreement or in any way affect this Agreement.

24. AUTHORIZATION AND CAPABILITY

24.01 This Agreement has been approved, as evidenced by the attached Resolutions adopted by the Livonia City Council and the County Commission. Copies of such resolutions shall be attached to this Agreement.

24.02 Each party warrants that the person signing this Agreement is authorized to sign on behalf of its principal and is empowered to bind its principal to this Agreement.

25. SIGNATURE

25.01 The County and City, by their authorized officers and representatives have executed this Agreement as of the dates written below.

[SIGNATURES ON THE FOLLOWING PAGES]

City of Livonia

Bicentennial Park

County Commission approved
and execution authorized by Resolution

No. 2023-432

Date: 6/15/23

DocuSigned by:

CHARTER COUNTY OF WAYNE

By:

Brian Manning for
Warren C. Evans

Its: County Executive

Date: 6/21/2023 | 3:01:31 PM EDT

City of Livonia
Bicentennial Park

Livonia City Council approved and execution authorized by Resolution No. <u>086-23</u> Date: <u>03/13/23</u>	CITY OF LIVONIA By: <u>Maureen Miller Brosnan</u> Maureen Miller Brosnan Its: Mayor Date: <u>04/03/23</u>
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CITY OF LIVONIA

BY: Susan M. Nash
SUSAN M. NASH

IT'S: CITY CLERK
33000 CIVIC CENTER DRIVE
LIVONIA, MI 48154

APPROVED

[Signature]
Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

BY: Michael E. Griffin
DATE: 3/30/2023

Pursuant to Resolution # 086-23

Adopted by City Council on 3-13-23

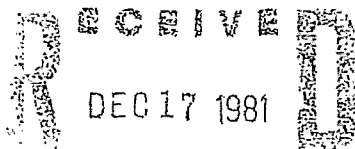
Exhibit A Legal Descriptions

DEPARTMENT OF LAW

CITY ATTORNEY
Harry C. Tatigian

ASSISTANT CITY ATTORNEYS
Robert M. Feinberg
Robert B. Brzezinski

Edward H. McNamara
MAYOR



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

to _____

December 17, 1981

TO: ADDISON W. BACON, City Clerk
FROM: DEPARTMENT OF LAW
SUBJECT: Discharge of Mortgage
REF: C.R. 450-67, 790-67, 203-71, 900-71, 1099-71
(Park Site E-26, Section 5)

Dear Sir:

Pursuant to the foregoing resolutions, the City of Livonia acquired Park Site E-26 in Section 5 and in connection therewith executed a mortgage and mortgage note, dated November 15, 1971 to Pyramid Investment Company, a Michigan corporation, in the sum of \$100,000.00.

This is to advise you that the final mortgage payment on the subject property was made on December 16, 1981 and in return for its check number B 112226 in the sum of \$10,600.00, payable to Manufacturers National Bank, collection agent for Pyramid Investment Company, the City received a duly executed Discharge of Mortgage which is attached hereto. We request that the Discharge be recorded in the Office of the Wayne County Register of Deeds and thereafter be retained in your permanent file.

Very truly yours,

HARRY C. TATIGIAN, City Attorney

Robert M. Feinberg
Robert M. Feinberg, Assistant City Attorney

RMF:aa
attachment
cc: Finance Director
Chief Accountant

J857578



SHORT FORM OF
DISCHARGE OF MORTGAGE FOR CORPORATIONS
Form 1131

Know All Men by These Presents,

That a certain Indenture of Mortgage, bearing date the

15th day of November 19 71, made and executed by

City of Livonia, a Michigan Municipal Corporation of 33001 Five Mile Rd., Livonia

of the first part, to Pyramid Investment Company, a Michigan Corporation - 3333 Cadillac Tower

of the second part, and recorded in the office of the Register of Deeds for the County of Wayne

State of Michigan, in Liber 18018 of § Wayne County Records on Page 350 & 351

is fully paid, satisfied and discharged.

Dated this 28th day of March 19 72

Pyramid Investment Company

Whose address is: 3333 Cadillac Tower

Detroit, Michigan, 48226

Signed in the presence of:

Louis Wechsler
Louis Wechsler
Mary DeTomaso
Mary DeTomaso

By *Murray Koorhan*
Murray Koorhan, President
By *Charles Rosenblatt*
Charles Rosenblatt, Secretary

CORPORATE
SEAL

882440

RECORDED DEC 29 1981
FOREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

STATE OF MICHIGAN,

County of Wayne

ss.

On this 28th day of March 19 72, before me appeared

Murray Koorhan and Charles Rosenblatt

to me personally known, who, being by me duly sworn, did say that they are respectively the

president and secretary

of the Pyramid Investment Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of

said corporation, by authority of its Board of Directors, and Murray Koorhan

and Charles Rosenblatt acknowledged said instrument to be the free act and deed of said corporation.

My commission expires 10-16-75

Mary DeTomaso
MARY DETOMASO, Notary Public,
ACTIVE IN WAYNE County, Michigan

NOTE: Insert Mortgages or County Records according to the Register's stamp upon the original mortgage. Wayne County changed from Mortgages to Wayne County Records on January 10, 1942.

When recorded return to:

Office of the City Clerk
33000 Civic Center Drive
Livonia, Michigan 48154

Drafted By: Louis Wechsler
3333 Cadillac Tower

Business Address: Detroit, Michigan 48226
WO. 3-0633

BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1866

J857578
MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING BURTON TITLE INSURANCE

DEPARTMENT OF LAW

CITY ATTORNEY
Harry C. Tatigian

Edward H. McNamara
MAYOR

ASSISTANT CITY ATTORNEYS
Robert M. Feinberg
Robert B. Brzezinski



RECEIVED
JUL 28 1981

CITY OF LIVONIA
CITY CLERK

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

To _____

July 28, 1981

TO: CITY CLERK
FROM: DEPARTMENT OF LAW
SUBJECT: Discharge of Mortgage
REF: C.R. 654-71 and 802-71
(Park Site E-25, Sections 4 and 5)

Dear Sir:

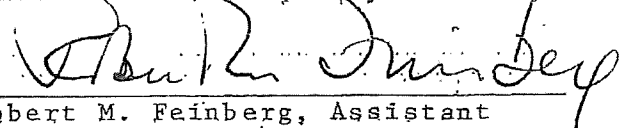
Pursuant to the foregoing resolutions, the City of Livonia acquired Park Site E-25 in Sections 4 and 5 and in connection therewith executed a mortgage and mortgage note, dated August 4, 1971 to Arthur D. Levitt and Ruth B. Levitt, his wife; Charles A. Pizer and Mollie S. Pizer, his wife; and Lawrence R. Pizer and Ruth L. Pizer, his wife, in the sum of \$110,000.00.

This is to advise you that the final mortgage payments on the subject property were made on July 13, 1981, and in return for its check numbers B 105132 in the sum of \$5,830.00; B 105179 in the sum of \$1,943.33; and B 105180 in the sum of \$3,886.67, payable to Arthur D. Levitt and Ruth B. Levitt, his wife; Charles A. Pizer and Mollie S. Pizer, his wife; and Lawrence R. Pizer and Ruth L. Pizer, his wife, respectively, the City received a duly executed Discharge of Mortgage from the aforementioned mortgagees which is attached hereto. We request that the Discharge be recorded in the Office of the Wayne County Register of Deeds and thereafter be retained in your permanent file.

Very truly yours,

RMF:aa
attachment
cc: Finance Director
Chief Accountant

HARRY C. TATIGIAN, City Attorney


Robert M. Feinberg, Assistant
City Attorney

RECORDED AUG 4 1981 AT 1114
FOREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

11212017A001

DISCHARGE OF MORTGAGE

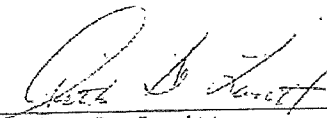
J839488

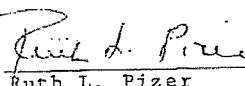
KNOW ALL MEN BY THESE PRESENTS, That a certain Indenture Mortgage bearing date the 4th day of August A.D. 1971, made and executed by CITY OF LIVONIA, a Michigan Municipal Corporation, party of the first part to ARTHUR D. LEVITT and RUTH B. LEVITT, his wife; CHARLES A. PIZER and MOLLIE S. PIZER, his wife; and LAWRENCE R. PIZER and RUTH L. PIZER, his wife, parties of the second part, and recorded in the Register's Office for the County of Wayne and State of Michigan in Liber 17789 of Mortgages, on Page 8 on the 6th day of August A.D. 1971 is fully paid, satisfied and discharged.

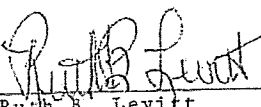
IN WITNESS WHEREOF, we have hereunto set our hands and seals the day of July 16, A.D. 1981.

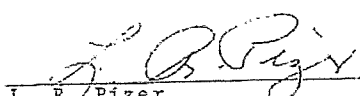
Signed, Sealed and Delivered
in Presence of

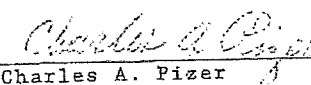

L. R. Pizer

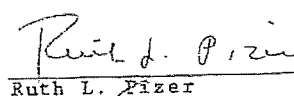

Arthur D. Levitt

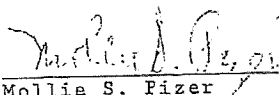

Ruth L. Pizer

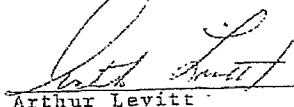

Ruth B. Levitt

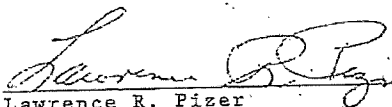

L. R. Pizer

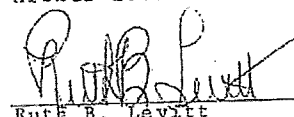

Charles A. Pizer

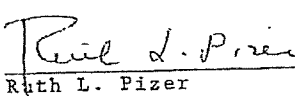

Ruth L. Pizer


Mollie S. Pizer


Arthur Levitt


Lawrence R. Pizer


Ruth B. Levitt


Ruth L. Pizer

J839488

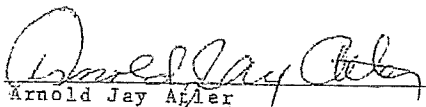
880448

STATE OF MICHIGAN)
COUNTY OF Oakland) ss.

On this 15th day of July A.D. 1981,
before me, a Notary Public in and for said County, personally
came the above named ARTHUR D. LEVITT and RUTH B. LEVITT, his
wife, known to me to be the persons named in and who executed the
above instrument, and acknowledged that they executed the same
for the intents and purposes therein mentioned.

My commission expires

JULY 7 1984

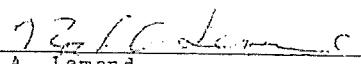

Arnold Jay Adler
Notary Public
OAKLAND County, Michigan

STATE OF MICHIGAN)
COUNTY OF ALCONA) ss.

On this 16 day of JULY A.D. 1981,
before me, a Notary Public in and for said County, personally
came the above named CHARLES A. PIZER and MOLLIE S. PIZER, his
wife, known to me to be the persons named in and who executed the
above instrument, and acknowledged that they executed the same
for the intents and purposes therein mentioned.

My commission expires

8. 4. 84

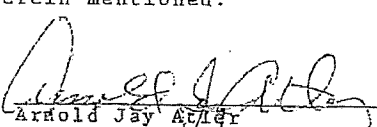

Noel A. Lemand
Notary Public
Alcona County, Michigan

STATE OF MICHIGAN)
COUNTY OF Oakland) ss.

On this 15th day of July A.D. 1981,
before me, a Notary Public in and for said County, personally
came the above named LAWRENCE R. PIZER and RUTH L. PIZER, his
wife, known to me to be the persons named in and who executed the
above instrument, and acknowledged that they executed the same
for the intents and purposes therein mentioned.

My commission expires

JULY 7 1984


Arnold Jay Adler
Notary Public
OAKLAND County, Michigan

880448

U212070020

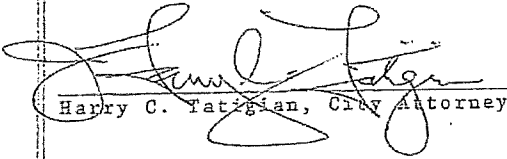
Instrument drafted by:

Robert M. Feinberg
Assistant City Attorney
Department of Law
33000 Civic Center Drive
Livonia, Michigan 48154

When recorded return to:

Office of the City Clerk
33000 Civic Center Drive
Livonia, Michigan 48154

Approved as to Form:



Harry C. Fattigian, City Attorney

880448

NO. 1554

AN ORDINANCE AMENDING SECTION 5-901 OF
CHAPTER 9 (PARKS AND PLAYGROUNDS) OF
TITLE 5 OF THE LIVONIA CODE OF ORDINANCES,
AS AMENDED; BY AMENDING PARAGRAPH (mm)
THEREOF AND ADDING PARAGRAPH (pp) THERETO.

THE CITY OF LIVONIA ORDAINS:

Section 1. Paragraph (mm) of Section 5-901 of Chapter 9 of Title 5 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

(mm) The land owned by the City in the S.W. 1/4 of Section 4 and the S.E. 1/4 of Section 5, located on either side of and immediately adjacent to the section line separating Sections 4 and 5, shall be known and referred to as "Livonia Bicentennial Park," excepting therefrom the following described parcel:

The North 800 feet of the South 860 feet of the S.W. 1/4 of Section 4, T. 1 S., R. 9 E., City of Livonia, Wayne County, Michigan, bounded on the East by the West line of Bicentennial Estates Subdivision (Liber 99, Pages 77, 78, 79 and 80, Wayne County Records), and on the West by the East right-of-way line of Bicentennial Drive (86 feet wide) as established.

Section 2. Section 5-901 of Chapter 9 of Title 5 of the Livonia Code of Ordinances, as amended, is hereby amended by adding paragraph (pp) thereto, which paragraph shall read as follows:

(pp) The North 800 feet of the South 860 feet of the S.W. 1/4 of Section 4, T. 1 S., R. 9 E., City of Livonia, Wayne County, Michigan, bounded on the East by the West line of Bicentennial Estates Subdivision (Liber 99, Pages 77, 78, 79 and 80, Wayne County Records), and on the West by the East right-of-way line of Bicentennial Drive (86 feet wide) as established, shall be known and referred to as "Christopher Columbus Park."

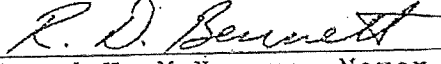
Section 3. Ordinance No. 1167 is hereby repealed as of the effective date of this ordinance and all ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

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

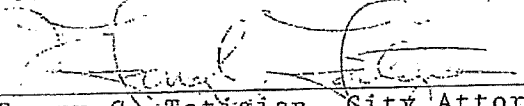
The above ordinance was passed at the regular meeting of the Council of the City of Livonia held Wednesday, November 19, 1980, at 8:00 P.M.


Addison W. Bacon, City Clerk

The foregoing ordinance was authenticated by me this 3rd day of December, 1980.


Edward H. McNamara, Mayor 

Approved as to form:


Harry C. Tatigian, City Attorney
Dated: December 1, 1980

rec. 7

certifying that at a regular meeting of the Council of the City of Livonia, held on January 10, 1979 at 33001 Five Mile Road, Livonia, Michigan, at which time and place the following members of the Council were present: Robert E. McCann, Robert T. Nash, Gerald D. Taylor, Jerry Raymond, Robert D. Bennett, Robert R. Bishop and Peter A. Ventura; absent--none; the following resolution was duly made and adopted:

G379216

RECORDED JAN 31 1979

FOREST E. YOUNGBLOOD, Register of Deeds

WAYNE COUNTY, MICHIGAN 48226

#28-79 RESOLVED, that having considered a letter from the City Engineer, approved by the Director of Public Works and approved for submission by the Mayor, recommending that 60 ft. rights-of-way be dedicated for public road purposes through the City's Bicentennial Park, the Council does hereby determine to dedicate and relinquish 60 ft. wide rights-of-way, the center lines of which are described as:

Bicentennial Drive

60 foot rights-of-way in the S.W. 1/4 of Section 4 and the S.E. 1/4 of Section 5, to be known as Bicentennial Drive, the center lines of said rights-of-way are described as:

Beginning at a point on the West right-of-way line of the 86 foot wide right-of-way known as Bicentennial Drive (Liber 19297, Page 673, Wayne County Records) in Section 4, T. 1 S., R. 9 E., City of Livonia, Wayne County, Michigan; said point being distant 75.23 feet due North to a point on a curve; thence Northeasterly along a curve to the right 314.16 feet measured along the arc of said curve to a point of tangency, said curve

having a radius of 600 feet and a central angle of 30° 00' 00"; thence N. 30° 00' 00" E. 512.05 feet to a point on a curve; thence Northerly on a curve to the left 209.44 feet, measured along the arc of said curve to a point of tangency, having a radius of 400 feet and a central angle of 30° 00' 00"; thence due North 641.32 feet; thence due West 43.00 feet from the S.W. corner of Section 4 to the point of beginning; thence due West 697.00 feet to the point of ending.

And also a 60 ft. right-of-way described as beginning at a point on the West right-of-way line of the 86 foot wide right-of-way, known as Bicentennial Drive (Liber 19297, Page 673, Wayne County Records) in Section 4, T. 1 S., R. 9 E., City of Livonia, Wayne County, Michigan; said point being distant 75.23 feet North to a point on a curve; thence Northeasterly along a curve to the right 314.16 feet measured along the arc of said curve to a point of tangency, said curve having a radius of 600 feet and a central angle of 30° 00' 00"; thence N. 30° 00' 00" E. 94.82 feet; thence N. 60° 00' 00" W. 43.00 feet from the Southwest corner of said Section 4; and proceeding thence N. 60° 00' 00" W. along said line 54.72 feet to a point on a curve; thence Northwesterly along a curve to the left 209.44 feet measured along the arc of said curve to a point of tangency, said curve having a radius of 400 feet and a central angle of 30° 00' 00"; thence West 322.82 feet to a point on a curve; thence Northwesterly along a curve to the right 78.54 feet measured along the arc of said curve to a point of tangency, said curve having a radius of 100 feet and a central angle of 90° 00' 00"; thence North 300 feet to point of ending.

861-76.

LI20407 PA177

G379216

LI20407PA178

And a 60 foot right-of-way in the S.W. 1/4 of Section 4, to be known as Bicentennial Drive, the center line of which is described as:

Beginning at a point on the East right-of-way line of the 86 foot wide right-of-way, known as Bicentennial Drive (Liber 19297, Page 673, Wayne County Records) in Section 4, T. 1 S., R. 9 E., City of Livonia, Wayne County, Michigan; said point being distant 75.23 feet North to a point on a curve; thence Northeasterly along a curve to the right 314.16 feet measured along the arc of said curve to a point of tangency, said curve having a radius of 600 feet and a central angle of 30° 00' 00"; thence N. 30° 00' 00" E. 512.05 feet to a point on a curve; thence Northerly on a curve to the left 209.44 feet measured along the arc of said curve to a point of tangency, said curve having a radius of 400 feet and a central angle of 30° 00' 00"; thence due North 271.32 feet; thence due East 43.00 feet from the S.W. corner of Section 4 to point of beginning; thence due East 817.00 feet to the point of ending.

And, the Council does further request that the Wayne County Bureau of Taxation record such rights-of-way dedication on all maps issued by that office and further, that the City Clerk is hereby requested to forward a certified copy of this resolution to the Wayne County Register of Deeds.

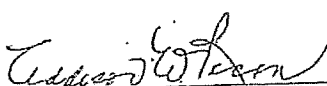
A roll call vote was taken on the foregoing resolution with the following result:

AYES: Bishop, Nash, Taylor, Raymond, Bennett, Ventura and McCann.

NAYS: None.

The President declared the resolution adopted.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his signature on this 25th day of January, A. D. 1979.


Addison W. Bacon, City Clerk, City of Livonia
Wayne County, Michigan

Return to:
Addison W. Bacon, City Clerk
33001 Five Mile Road
Livonia, Michigan 48154

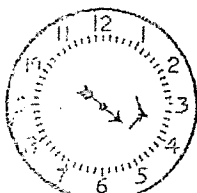
DEPARTMENT OF LAW

CITY ATTORNEY
Harry C. Tatigian

ASSISTANT CITY ATTORNEYS
Robert M. Feinberg
Robert B. Brzezinski

David G. Stoker

AUG 22 1976 PM



RECEIVED
CITY OF LIVONIA
OFFICE OF THE CITY CLERK



33001 FIVE MILE ROAD
LIVONIA, MICHIGAN 48154
GARfield 1-2000

Edward H. McNamara
MAYOR

August 19, 1976

TO: ADDISON W. BACON, CITY CLERK

FROM: DEPARTMENT OF LAW

SUBJECT: PARK SITE E-22, BUREAU OF TAXATION PARCEL
04FF2

Dear Sir:

Pursuant to Council Resolution No. 750-71, the City on September 9, 1971 acquired the captioned property with a down payment of \$20,000.00, the balance of \$57,000.00 being financed by a 5 year purchase money mortgage. The Council in its Resolution No. 865-71, accepted the warranty deed for the property on behalf of the City.

This is to inform you that the final payment due on the aforementioned mortgage has been paid by City of Livonia check No. B 022782, dated August 3, 1976, in the amount of \$12,084.00, a copy of which is enclosed for your files.

We are also attaching herewith a Discharge of Mortgage signed by the mortgagees, dated August 16, 1976, which should be recorded in the office of the Wayne County Register of Deeds.

We are closing our file.

Very truly yours,

HARRY C. TATIGIAN, CITY ATTORNEY

Robert M. Feinberg, Asst. City Attorney

RMF:kmd
Enclosures

	ACCOUNT NUMBER	P.O. NO.	AMOUNT OF INVOICE	DEDUCTIONS	NET AMOUNT
08/01/76	101-267-997.000.000	4029	684.00		684
08/01/76	101-267-998.000.000	4029	11,400.00		11,400

CITY OF LIVONIA

74-123
764

MICHIGAN NATIONAL BANK-WEST METRO
LIVONIA, MICHIGAN

33001 FIVE MILE ROAD



LIVONIA, MICHIGAN

B 022782

CITY OF LIVONIA **ED 12,084 AND 00 CTS**

CHECK NUMBER	DATE	AMOUNT
22782	08/03/76	***12,084.0

PAY
TO THE
ORDER OF

SAM & GERTRUDE WILLIS,
MILTON & ETHEL LAPPIN,
JOSEPH & RUTH CABOT,
AND ALBERT & DELLA SHULMAN

CITY OF LIVONIA
GENERAL PAYABLE ACCOUNT

Robert M. Feinberg
CITY CLERK

10724 1238 0709 1133 10

The undersigned on behalf of Sam and Gertrude Willis,
Milton and Ethel Lappin, Joseph and Ruth Cabot, and
Albert and Della Shulman, acknowledges receipt of the
above check received this 17th day of August, 1976 from
Robert M. Feinberg, Asst. City Atty.

Milton M. Lappin
Milton Lappin

(office of Mr. Feinberg)

J462354

19496 PA 776

DISCHARGE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that SAM WILLIS and GERTRUDE A. WILLIS, his wife; MILTON M. LAPPIN and ETHEL LAPPIN, his wife; JOSEPH CABOT and RUTH W. CABOT, his wife; and ALBERT B. SHULMAN and DELLA S. SHULMAN, his wife, whose address is 16225 Oxley Road, Southfield, Michigan 48075, do hereby certify, That a certain Indenture Mortgage bearing date the 9th day of September, A.D. 1971, made and executed by CITY OF LIVONIA, a Michigan municipal corporation, of the first part, to SAM WILLIS and GERTRUDE A. WILLIS, his wife; MILTON M. LAPPIN and ETHEL LAPPIN, his wife; JOSEPH CABOT and RUTH W. CABOT, his wife; and ALBERT B. SHULMAN and DELLA S. SHULMAN, his wife, of the second part, and recorded in the Register's Office for the County of Wayne and State of Michigan, in Liber 17895 of Wayne County Records, on Page 944, on the 12th day of November, A.D. 1971, Register J 86046, is fully paid, satisfied and discharged.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the 10 day of August, 1976.

Signed, Sealed and Delivered in
Presence of

Ida Ryous

Alexander C. Perinoff

Sam Willis
Sam Willis

Gertrude A. Willis
Gertrude A. Willis

Milton M. Lappin
Milton M. Lappin

Ethel Lappin
Ethel Lappin

Joseph Cabot
Joseph Cabot

Ruth W. Cabot
Ruth W. Cabot

Albert B. Shulman
Albert B. Shulman

Della S. Shulman
Della S. Shulman

10667
AUG 27 1976
JERRY E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

SEP 02 76 AM



RECEIVED
CITY OF LIVONIA
CLERK OF THE CITY CLERK

Page One of Two Pages

841212

J462354

RIGAGE

SCHEDULE A

Policy No.:
82-807781

Date of Policy:
January 26, 1972 at 8:30 A. M.

Amount of Insurance:
\$ 150,000.00

1. Name of Insured:
City of Livonia, a Michigan Municipal Corporation.

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple estate and is at Date of Policy vested in:
City of Livonia, a Michigan Municipal Corporation.

3. The land referred to in this policy is described as follows:
Land in the City of Livonia, Wayne County, Michigan described as:
That part of Section 5, Town 1 South, range 9 East, described as being East 1/2 of East 1/2 of Southeast 1/4 of Section 5, except the East 10.0 acres thereof and containing 29.86 acres, more or less. Subject to rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

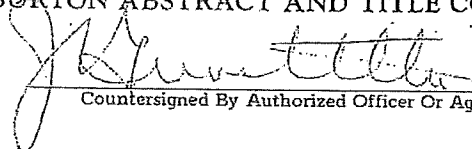
SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

1. Standard exceptions A to E shown under Exclusions from Coverage of this Policy.
2. Master School and Park Plan for City of Livonia, as set forth in instrument recorded in liber 16192, page 256, Register No. F 154516.

Audit No. 07307

BURTON ABSTRACT AND TITLE COMPANY


Countersigned By Authorized Officer Or Agent

GArfield 7-3200



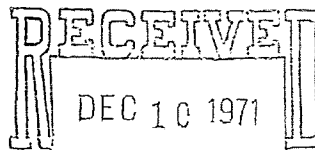
GROSSMAN LIVONIA REALTY CO.

ESTABLISHED 1940

A COMPLETE REAL ESTATE SERVICE

27520 Five Mile Road
Livonia, Michigan
48154

December 7, 1971



CITY OF LIVONIA
DEPT. OF LAW

CR-865-71 City Park Site Designation E-22

City Attorney
Mr. Tatigan
Livonia, Michigan

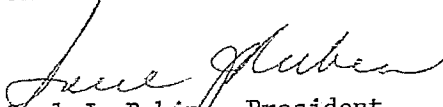
Re: 7 Mile Road property

Gentlemen:

Enclosed is the Title Policy from Burtons Abstract
& Tile Company # 804336, covering the property you purchased on 7 Mile
Road.

Very truly yours,

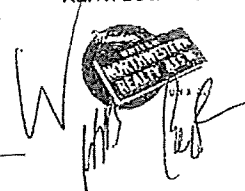
GROSSMANLIVONIA REALTY CO


Saul J. Rubin - President

SJR:as

encl.

Kenwood 7-9410



19496 PA 777

STATE OF MICHIGAN)
)
) SS:
COUNTY OF)

On this 18th day of August, 1976, before me personally appeared SAM WILLIS and GERTRUDE A. WILLIS, his wife; MILTON M. LAPPIN and ETHEL LAPPIN, his wife; JOSEPH CABOT and RUTH W. CABOT, his wife; and ALBERT B. SHULMAN and DELLA S. SHULMAN, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Alexander S. Perinoff
Notary Public, Calhoun County, Mich.
My comm. expires: Aug 5, 77

Instrument drafted by:

Robert M. Feinberg, Asst. City Attorney
Department of Law
33001 Five Mile Road
Livonia, Michigan 48154

When recorded, return to:

Office of the City Clerk
City of Livonia
33001 Five Mile Road
Livonia, Michigan 48154

Approved as to form:

Robert M. Feinberg
Robert M. Feinberg, Asst. City Atty.

Dated: August 17, 1976

Lawyers Title Insurance Corporation

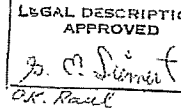
#676283

WARRANTY DEED—CORPORATION—Statutory Form
Act 187 P. A. 1881—M.S.A. 26.571

KNOW ALL MEN BY THESE PRESENTS: That **PYRAMID INVESTMENT COMPANY**, a Michigan Corporation
3333 Cadillac Tower, Detroit, Michigan
Conveys and Warrants to **CITY OF LIVONIA**, a Michigan Municipal Corporation
whose Street Number and Post Office address is **33001 Five Mile Road, Livonia, Michigan 48154**
the following described premises situated in the City of **Livonia** County of **Wayne**
and State of Michigan, to-wit:

That part of Section 5, Town 1 South, Range 9 East, City of
Livonia, Wayne County, Michigan, described as being East 1/2
of East 1/2 of Southeast 1/4 of Section 5, except the east
10.0 acres thereof.

RECORDED **JAN 25 1972 AT 8:47 A.M.** (Bureau of Taxation Parcel 05K1)
BERNARD J. YOUNGBLOOD, Register of Deeds 29.86 Acres



WAYNE COUNTY, MICHIGAN 48226
together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining,

for the sum of **One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00)** One Dollar(s)

and other valuable considerations;

subject to restrictions and easements of record.

Dated this **15th** day of **November**
Signed, Sealed and Delivered in Presence of:

APPROVED AS TO FORM
BY **[Signature]**
DATE **11-19-71**
A. D. 19 **71**
Signed and Sealed:

[Signature]
Harry C. Tatigian
[Signature]
Mary A. Stringer

PYRAMID INVESTMENT COMPANY,
a Michigan Corporation
By **[Signature]** (L.S.)
Murray Koorhan
Its **President**
And **[Signature]** (L.S.)
David S. Bodzin
Its **Treasurer**

In the STATE OF MICHIGAN, COUNTY OF **Wayne** and **Charles Rosenblatt**, Secretary
On this **15th** day of **November** A. D. 19 **71**
appeared **Murray Koorhan and David S. Bodzin and Charles Rosenblatt**

to me personally known, who being by me sworn, did (1) each for himself.
say that (2) they are respectively the President and the
Treasurer, & Secretary of **Pyramid Investment Company**, a Michigan Corporation,
the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said
corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said

Murray Koorhan and David S. Bodzin and Charles Rosenblatt

acknowledged said instrument to be the
free act and deed of said corporation.

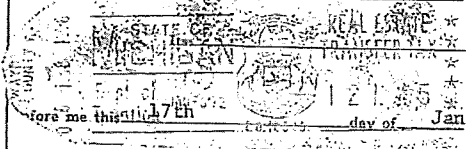
My commission expires **December 2** A. D. 19 **72**

Note: If more than one officer acknowledges insert at (1) "each
for himself," and (2) "they are respectively"

Instrument
Drafted by **Harry C. Tatigian, City Attorney** Business
Address **33001 Five Mile Rd., Livonia, Michigan**

This is to certify that the **County Treasurer's Certificate** on the
property and that taxes are paid for **FIVE YEARS** previous
to date of this instrument **EXCEPT 1971 NOT EXAMINED**

No. **4499**
JAN 21 1972
WAYNE COUNTY TREASURER
Clerk **[Signature]**



Recording Fee

U. S. Revenue Stamps **165.00**

When recorded return to

**Office of City Clerk, 33001 Five Mile Road
Livonia, Michigan 48154**

TITLE INSURANCE - ABSTRACTS - ESCROWS

TITLE INSURANCE - ABSTRACTS - ESCROWS

52121499 0000050 1

BURTON ABSTRACT AND TITLE COMPANY

BURTON BUILDING
350 East Congress Street
DETROIT, MICHIGAN 48226
AREA CODE 313 TELEPHONE 964-5000



NUMBER
F 802895
AMOUNT
\$ 150,000.00

OWNER'S TITLE INSURANCE POLICY

Insuring:

City of Livonia, a Michigan Municipal Corporation,

BURTON ABSTRACT AND TITLE COMPANY, a Michigan Corporation of Detroit, herein called the Company, for a valuable consideration, paid for this policy of Title Insurance, does hereby insure the party (or parties) named above, herein called the Insured, its successors, heirs or devisees, against all loss or damage, not exceeding the amount stated above which the Insured shall sustain by reason of the failure or unmarketability of the title of party named under Schedule A, Section 1, to the real estate or interest in real estate described in Schedule A, Section 2, at the date hereof, excepting only such liens, incumbrances and other matters as are set forth in Schedule B, and subject to the conditions and stipulations, which, together with the aforesaid schedules, are hereto annexed and made a part of this policy.

IN WITNESS WHEREOF, the BURTON ABSTRACT AND TITLE COMPANY, has caused its corporate name and seal to be affixed by its duly authorized officer on October 12, 1971 at 8:30 A.M.

BURTON ABSTRACT AND TITLE COMPANY

By

A handwritten signature of the authorized officer, appearing to be "J. J. Kellum".

Authorized Officer

SCHEDULE A

1. The estate or interest insured.

City of Livonia, a Michigan Municipal Corporation,
OWNER IN FEE SIMPLE.

2. Description of the real estate.

Land in the City of Livonia, Wayne County, Michigan described as: West 1/2 of west 1/2 of west 1/2 of southwest 1/4 of Section 4, and east 10 acres of southeast 1/4 of Section 5, town 1 south, range 9 east, City of Livonia, Wayne County, Michigan, containing 30 acres, more or less. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

SCHEDULE B

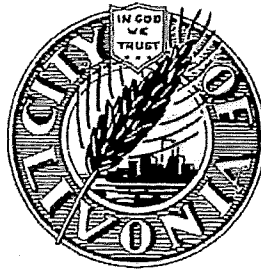
Showing defects, liens, encumbrances, taxes, assessments and other matters against which the Company does not, by this policy, insure.

1. Standard exceptions A to E on reverse side hereof.
2. The terms and conditions of the Master Plan of the City of Livonia as recorded in liber 16192 page 256, Wayne County Records.
3. Mortgage for \$110,000.00 executed by City of Livonia, a Michigan Municipal Corporation to Arthur D. Levitt and Ruth B. Levitt, his wife; Charles A. Pizer and Mollie S. Pizer, his wife; and Lawrence R. Pizer and Ruth L. Pizer, his wife, dated August 4, 1971 and recorded August 6, 1971 in liber 17789 page 8, Wayne County Records; Register No. J 53395.

DEPARTMENT OF LAW

CITY ATTORNEY
HARRY C. TATIGIAN

ASSISTANT CITY ATTORNEYS
ROBERT M. FEINBERG
GARY L. SACKETT



EDWARD H. McNAMARA
MAYOR

APR 5 - 1971

33001 FIVE MILE ROAD
LIVONIA, MICHIGAN 48154
GARFIELD 1-2000

August 5, 1971

TO: ADDISON W. BACON, CITY CLERK

FROM: DEPARTMENT OF LAW

SUBJECT: DOCUMENTS IN CONNECTION WITH THE ACQUISITION
OF CITY PARK SITE DESIGNATION E-25 (Tax Item Nos.
04BB and 05K2) - Mich Project OSA-148

REF: CR-654-71

Dear Sir:

The Department of Law, pursuant to the captioned resolution, finalized the purchase of City Park Site Designation E-25 and the Warranty Deed conveying the subject property to the City has been forwarded to the City Council for acceptance. The original Mortgage Form and Mortgage Note have been retained by Mr. Lawrence R. Pizer and he has informed me that he will have both instruments recorded.

In connection with this transaction I am enclosing the following documents for your information:

1. Carbon copy of Mortgage Note;
2. Carbon copy of Mortgage;
3. Original of Settlement Statement on Sale of Property;
4. Commitment for Title Insurance (Revised) dated July 14, 1971 No. 802895 issued by Burton Abstract and Title Company;
5. Order to Issue Policy; *Order to issue policy mailed 10-6-71*
6. Copy of letter dated 8/4/71 addressed to City Treasurer requesting payment of 1970 taxes on subject property; and

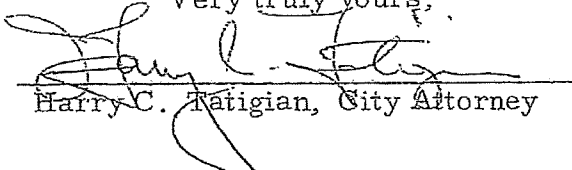
To: Addison W. Bacon, City Clerk
Re: Documents in connection with Park Site E-25
(Levitt-Pizer-Pizer)

Page 2
August 5, 1971

7. Statement from Burton in the amount of \$630.00 for the cost of the title policy when ordered. As you will note, the statement is billed to L. R. Pizer, however, the City is paying for the policy, pursuant to council resolution #654-71, and at the time of payment to Burton, Mr. Pizer's account with Burton should be credited with this amount.

Please note that in accordance with the aforesaid mortgage note and mortgage, the first payment of \$11,000.00 is due on or before July 15, 1972, plus interest; payments thereafter shall be made in a like sum annually. Accordingly, provision should be made in next year's budget for such payment.

Very truly yours,



Harry C. Tatigian, City Attorney

HCT:s encs. - as above
cc: Budget Director (no encs.)

MORTGAGE NOTEPURCHASE-MONEY MORTGAGE\$ 110,000.00 Livonia, Michigan, August 4, 19 71

For value received the undersigned promises to pay to the order of Arthur D. Levitt and Ruth B. Levitt, his wife; Charles A. Pizer and Mollie S. Pizer, his wife; and Lawrence R. Pizer and Ruth L. Pizer, his wife, the principal sum of One Hundred Ten Thousand and no/100 (\$110,000.00) Dollars with interest from date hereof at the rate of Six (6) per cent per annum, while the mortgagor is not in default in making the payments herein provided, and if in default in making such payments for a period of thirty days, then at the rate of seven per cent per annum from the time of such default until all sums in default are fully paid. Said principal and interest shall be paid by the undersigned in lawful money of the United States of America as follows:

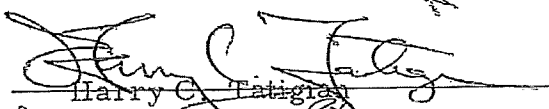
Annual payments of Eleven Thousand and no/100 Dollars (\$11,000.00) on principal, plus interest, the first payment of which shall be due on July 15, 1972, and a like sum each 12 months thereafter until fully paid within ten (10) years (July 15, 1981). One-half (1/2) of each payment shall be made payable to Arthur D. Levitt and Ruth B. Levitt, his wife; one-sixth (1/6) of each payment shall be made payable to Charles A. Pizer and Mollie S. Pizer, his wife; and one-third (1/3) shall be made payable to Lawrence R. Pizer and Ruth L. Pizer, his wife.

Both principal and interest of this note are payable at 31700 Nottingham Drive,
Franklin, Michigan 48025

Should default be made in the payment of any installments of interest and/or principal due hereunder for a period of thirty days, then such default shall mature the entire indebtedness evidenced hereby, without notice, at the option of the holder thereof. Every person at any time liable for the payment of the debt evidenced hereby, waives presentment for payment, demand and notice of non-payment of this note, and consents that the holder may extend the time of payment of any part or the whole of the debt at any time at the request of any other person liable.

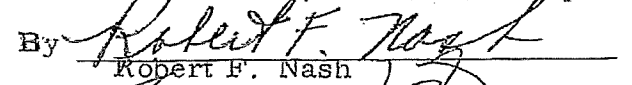
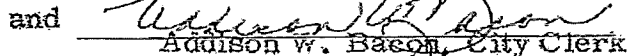
This note is secured by a first mortgage of even date herewith, made by the undersigned to the above payee, which mortgage covers real estate in Livonia Michigan, described as:

West 1/2 of west 1/2 of west 1/2 of southwest 1/4 of Section 4, and east 10 acres of southeast 1/4 of Section 5, town 1 south, range 9 east, City of Livonia, Wayne County, Michigan, containing 30 acres, more or less. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes. (Tax Item Nos. 04BB and 05K2)


Harry C. Tatigian

Mary A. Stringer

CITY OF LIVONIA, a Mich. Municipal Corp.

By 
Robert F. Nash
and 
Addison W. Bacon, City Clerk

1971

hereinafter referred to as

County of Wayne and State of Michigan

West 1/2 of west 1/2 of west 1/2 of southwest 1/4 of Section 4,
and east 10 acres of southeast 1/4 of Section 5, town 1 south,
range 9 east, City of Livonia, Wayne County, Michigan, containing
30 acres, more or less.
Subject to the rights of the public and of any governmental unit in
any part thereof taken, used or deeded for street, road or highway
purposes.

(Tax Item Nos. 04BB and 05K2)

together with the hereditaments and appurtenances thereunto belonging and if the said premises be improved with a building designed for occupancy as an apartment house, family hotel or for commercial or business purposes, also together with all disappearing beds, ice boxes, equipment for heating, lighting, cooking, mirrors, door and window shades, screens and awnings and such other goods, chattels and personal property as are ever furnished by a landlord in letting or operating an unfurnished building similar to the buildings erected upon the mortgaged premises and now or hereafter installed therein by the mortgagor or his assigns, which shall be deemed between the parties hereto, and all parties claiming by, through or under them, an accession to the freehold and a part of the realty and encumbered by this mortgage to secure the performance of the covenants hereinafter contained, and the payment of the principal sum of One Hundred Ten Thousand and no/100 Dollars (\$110,000.00) - (Annual payments of Eleven Thousand and no/100 Dollars (\$11,000.00) on principal, plus interest, the first payment of which shall be due on July 15, 1972, and a like sum each 12 months thereafter until fully paid within ten (10) years (July 15, 1981). One-half (1/2) of each payment shall be made payable to Arthur D. Levitt and Ruth B. Levitt, his wife; one-sixth (1/6) of each payment shall be made payable to Charles A. Pizer and Mollie S. Pizer, his wife; and one-third (1/3) shall be made payable to Lawrence R. Pizer and Ruth L. Pizer, his wife.)

with interest from date hereof at the rate of six (6) per cent per annum while the mortgagor is not in default in making the payments herein provided, and if in default in making such payments for a period of thirty days, then at the rate of seven per cent per annum from the time of such default until all sums in default are fully paid, payable annually until the full payment of all sums owing hereon according to the terms of a promissory note of even date executed by

to the mortgagee, and will pay interest on all overdue interest from its maturity until paid at the rate of seven per cent per annum, provided, interest shall be paid at the rate herein agreed, anything in said note to the contrary notwithstanding.

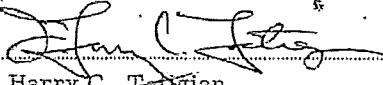
And the "Mortgagor" covenants with the "Mortgagee," while this mortgage remains in force, as follows:—

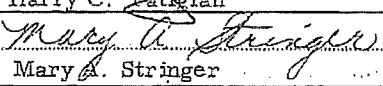
1. To pay said indebtedness and the interest thereon in the time and in the manner above provided;
2. To pay all taxes and assessments levied on the land within thirty days after the same become due and payable, and deliver the official receipts therefor to the Mortgagee;
3. ~~To pay all taxes and assessments levied on the land within thirty days after the same become due and payable, and deliver the official receipts therefor to the Mortgagee;~~
4. To abstain from the commission of waste on the mortgaged premises, and to comply with all laws and ordinances, regulations and requirements of the Municipality or other government regulations affecting the mortgaged premises.
5. That, if there be default in delivering any insurance policy or in the payment of any tax, assessment or insurance premium the Mortgagee may effect such insurance or secure such policy and pay such assessment, taxes or insurance premiums and any amount so paid shall be added to said indebtedness and hereby secured and be payable to the Mortgagee forthwith with interest at the rate of seven per cent per annum.
6. That the whole of said principal sum shall, at the option of the Mortgagee, become due and payable after default for more than 30 days, in the payment of any installment of principal or interest upon said indebtedness, or any tax, assessment or insurance premium, anything to the contrary herein or in said note notwithstanding.
7. That, in the event of the passage of any law or regulation, State, Federal or Municipal, subsequent to the date hereof in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting such taxes, the entire principal secured by this mortgage and all interest accrued thereon shall become due and payable forthwith, at the option of the mortgagee.
8. That, in the event the ownership of the mortgaged premises, or any part thereof, become vested in a person other than the mortgagor, the mortgagee may deal with such successor or successors in interest with reference to this mortgage, and the debt hereby secured in the same manner as with the mortgagor, without in any manner vitiating or discharging the mortgagor's liability hereunder, or upon the debt hereby secured.
9. The power is hereby granted by the Mortgagor to the Mortgagee, if default is made in the payment of said indebtedness, interest, taxes, or insurance premiums, or any part thereof at the time and in the manner herein agreed, to grant, bargain, sell, release, and convey the premises, with the appurtenances at public auction and to execute and deliver to the Purchaser or Purchasers, at such sale, deeds of conveyance, good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds to retain all sums due thereon, the costs and charges of such sale, and the attorney fees provided by law, returning the surplus money, if any, to the Mortgagor or Mortgagor's heirs and assigns, and such sale or a sale pursuant to a decree in chancery for the foreclosure hereof may, at the option of the mortgagee, be made en masse.

(0405)

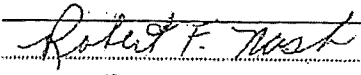
TITLE INSURANCE - ABSTRACTS - ESCROW

The covenants herein shall bind and the benefits and advantages ensue to the respective heirs, assigns and successors of the parties,
Dated this 4th day of August A. D. 19 71
Signed, Sealed and Delivered in Presence of: Signed and Sealed:

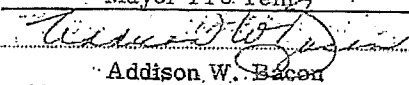

Harry C. Tatigian


Mary A. Stringer

CITY OF LIVONIA, a Michigan
Municipal Corporation (L.S.)

By 
Robert F. Nash (L.S.)

Mayor Pro Tem

and 
Addison W. Bacon (L.S.)
City Clerk

STATE OF MICHIGAN

COUNTY OF

ss.

On this

day of

A. D. 19

before me, the subscriber, a Notary Public in and for said county, personally appeared
known to me to be the person described in and who executed the within Mortgage, and then acknowledged the execution thereof to be
free act and deed.

My commission expires

Notary Public, County, Michigan.

STATE OF MICHIGAN

COUNTY OF

Wayne

ss.

On this 4th day of

August

A. D. 19 71

before me, the subscriber, a Notary Public in

and for said county, personally appeared

ROBERT F. NASH

and

ADDISON W. BACON

and

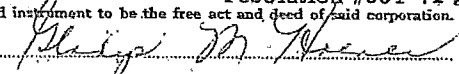
City Clerk

of the City of Livonia, a

Mich. Municipal Corp., and that the seal affixed to said instrument is the corporate seal of said corporation, and that said

instrument was signed and sealed in behalf of said corporation, by authority of its Mayor and City Council, pursuant to council

resolution #654-71 and Robert F. Nash and Addison W. Bacon acknowledged said instrument to be the free act and deed of said corporation.


Gladys M. Hoener

My commission expires January 4, 1972

Notary Public, Wayne County, Michigan.

Instrument Harry C. Tatigian, City Attorney Business 33001 Five Mile Rd., Livonia, Michigan
Drafted by Address:

MORTGAGE

Lawyers Title
Insurance Corporation

When recorded return to

SETTLEMENT STATEMENT ON SALE OF PROPERTY

SELLERS: ARTHUR D. LEVITT and RUTH B. LEVITT, his wife
8586 Huntington Road, Huntington Woods, Mich.
CHARLES A. PIZER and MOLLE S. PIZER, his wife
Harrisville, Michigan
LAWRENCE R. PIZER and RUTH L. PIZER, his wife
31700 Nottingham Drive, Franklin, Michigan

PURCHASER: CITY OF LIVONIA, a Michigan Municipal Corporation
33001 Five Mile Road
Livonia, Michigan

PROPERTY: CITY PARK SITE DESIGNATION E-25
West 1/2 of west 1/2 of west 1/2 of southwest 1/4 of
Section 4, and east 10 acres of southeast 1/4 of
Section 5, town 1 south, range 9 east, City of Livonia,
Wayne County, Michigan, containing 30 acres, more or
less. Subject to the rights of the public and of any
governmental unit in any part thereof taken, used or
dedeed for street, road or highway purposes.
(Tax Item Nos. 04BB and 05K2)

CREDITS TO SELLERS

Purchase Price	\$150,000.00	
*Pro-ration of taxes 7-1-71 to 11-30-71)	<u>1,063.65</u>	\$151,063.65

CREDITS TO PURCHASER

Revenue Stamps on Deed		\$165.00	
1970 City and County Taxes			
plus interest and penalty			
through August 31, 1971			
<u>as to Tax Item 04BB</u>			
Taxes	\$1,395.62	\$1,493.31	
Interest	41.87		
Penalty	55.82		
<u>as to Tax Item 05K2</u>			
Taxes	\$1,157.16		
Interest	34.71		
Penalty	46.29	\$1,238.16	\$2,896.47
			\$148,167.18

NEW LIEN TO BE PAID

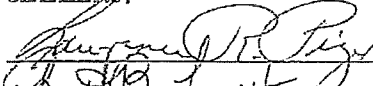
Purchase Money Mortgage	\$110,000.00
NET CASH DUE SELLERS	\$ 38,167.18

NET CASH DUE SELLERS \$ 38,167.18

Settlement Statement on Sale of Property
(Levitt/Pizer)

SETTLEMENT ACCEPTED AS RENDERED

SELLERS:




PURCHASER:

By


Harry C. Tatigian, City Atty.

Dated: 8-3-71

* While the taxes are unpaid, a credit to Sellers is shown for pro-rata, since the entire amount of taxes plus interest and penalty are thereafter shown as credit to Purchaser who will pay the same.

REVISED

COMMITMENT FOR TITLE INSURANCE

BURTON ABSTRACT AND TITLE COMPANY

350 EAST CONGRESS STREET

MAIN OFFICE

DETROIT, MICHIGAN 48226

EFFECTIVE DATE: July 14, 1971 at 8:30 A.M.

COMMITMENT NO. 802895

BURTON ABSTRACT AND TITLE COMPANY, a Michigan Corporation, hereby agrees to issue a policy of title insurance as hereinafter set forth upon payment of the prescribed premium. THE POLICY WILL BE ISSUED SUBJECT TO EACH ENCUMBRANCE AND EXCEPTION LISTED BELOW, OR WHICH ARISES AFTER THE EFFECTIVE DATE HEREOF, UNLESS ELIMINATED TO OUR SATISFACTION.

FORM OF POLICY
TO BE ISSUED

OWNER'S POLICY

\$ 150,000.00

A.L.T.A. MORTGAGE POLICY -
WITHOUT EXCEPTIONS

\$

A.L.T.A. MORTGAGE POLICY
WITH EXCEPTIONS

\$

PARTY TO BE INSURED

City of Livonia,
a Michigan Municipal Corporation

DESCRIPTION OF REAL ESTATE

Situating in City of Livonia,

Wayne County, Michigan

West 1/2 of west 1/2 of west 1/2 of southwest 1/4 of Section 4, and east 10 acres of southeast 1/4 of Section 5, town 1 south, range 9 east, City of Livonia, Wayne County, Michigan, containing 30 acres, more or less. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

Tax Item Nos. 04 BB

05 K 2

OWNER, ENCUMBRANCES, EXCEPTIONS AND REQUIREMENTS

1. Owner: Arthur D. Levitt, as to an undivided 1/2 interest.
 1/6 - Charles A. Pizer and Lawrence R. Pizer, as joint tenants,
 as to an undivided 1/3 interest. 1/3
 Ruth L. Pizer, as to an undivided 1/6 interest.

RECORD DEED FROM ARTHUR D. LEVITT AND RUTH B. LEVITT, HIS WIFE, AND CHARLES A. PIZER AND MOLLIE S. PIZER, HIS WIFE AND LAWRENCE R. PIZER AND RUTH L. PIZER, HIS WIFE, TO CITY OF LIVONIA, A MICHIGAN MUNICIPAL CORPORATION.

2. Subject to the terms and conditions of the Master Plan of the City of Livonia as recorded in liber 16192, page 256, Wayne County Records.

3. 1970 City and County Taxes: Unpaid (\$2,552.78 Total Tax, not including penalties and interest).

Ann Arbor, Mich.
48740

31700 N. Litchfield
Franklin MI
48025

Countersigned by

Authorized Signature

BURTON ABSTRACT AND TITLE COMPANY

John Badenhop
 PRESIDENT

If countersigned by an authorized officer or agent of the company, this commitment is valid and binding for a period of 90 days from the date hereof.

PRESIDENT

iy

NOTE: The reverse side hereof is part of this commitment.

AUDIT NUMBER C 857620

COMMITMENT FOR TITLE INSURANCE

BURTON ABSTRACT AND TITLE COMPANY

350 EAST CONGRESS STREET MAIN OFFICE DETROIT, MICHIGAN 48226

EFFECTIVE DATE: July 14, 1971 at 8:30 A.M. COMMITMENT NO. 802895

BURTON ABSTRACT AND TITLE COMPANY, a Michigan Corporation, hereby agrees to issue a policy of title insurance as hereinafter set forth upon payment of the prescribed premium. THE POLICY WILL BE ISSUED SUBJECT TO EACH ENCUMBRANCE AND EXCEPTION LISTED BELOW, OR WHICH ARISES AFTER THE EFFECTIVE DATE HEREOF, UNLESS ELIMINATED TO OUR SATISFACTION.

FORM OF POLICY TO BE ISSUED:

OWNER'S POLICY \$ 150,000.00	A.L.T.A. MORTGAGE POLICY WITHOUT EXCEPTIONS \$ 150,000.00	A.L.T.A. MORTGAGE POLICY WITH EXCEPTIONS \$ 150,000.00
---------------------------------	---	--

PARTY TO BE INSURED:

City of Livonia,
a Michigan Municipal Corporation

DESCRIPTION OF REAL ESTATE

Situated in City of Livonia, Wayne County, Michigan

West 1/2 of west 1/2 of west 1/2 of southwest 1/4 of Section 4, and east 10 acres of southeast 1/4 of Section 5, town 1 south, range 9 east, City of Livonia, Wayne County, Michigan, containing 30 acres, more or less.

Subject to the rights of the public and of any governmental unit in any part thereof taken, used or dedeed for street, road or highway purposes.

Tax Item Nos. 04 BB

OWNER, ENCUMBRANCES, EXCEPTIONS AND REQUIREMENTS

- Owner: Arthur D. Levitt, as to an undivided 1/2 interest.
Charles A. Pizer and Lawrence R. Pizer, as joint tenants, as to an undivided 1/3 interest.
Ruth L. Pizer, as to an undivided 1/6 interest.

RECORD DEED FROM ARTHUR D. LEVITT AND RUTH B. LEVITT, HIS WIFE, AND CHARLES A. PIZER AND MOLLIE S. PIZER, HIS WIFE AND LAWRENCE R. PIZER AND RUTH L. PIZER, HIS WIFE, TO CITY OF LIVONIA, A MICHIGAN MUNICIPAL CORPORATION.

- Subject to the terms and conditions of the Master Plan of the City of Livonia as recorded in liber 16192, page 256, Wayne County Records.
- 1970 City and County Taxes: Unpaid (\$2,552.78 Total Tax, not including penalties and interest).

Countersigned by H. Mathiak
Authorized Signature

BURTON ABSTRACT AND TITLE COMPANY

John Baden Loop

PRESIDENT

If countersigned by an authorized officer or agent of the company, this commitment is valid and binding for a period of 90 days from the date hereof.

iy

August 4, 1971

TO: CARL J. WAGENSCHUTZ, CITY TREASURER
FROM: DEPARTMENT OF LAW
SUBJECT: PAYMENT OF TAXES (Park Site E-25)

Pursuant to council resolution No. 654-71, the Department of Law on this day finalized the purchase of Tax Item Nos. 04BB and 05K2 from the owners thereof (Arthur D. Levitt and Ruth B. Levitt, his wife; Charles A. Pizer and Mollie S. Pizer, his wife; and Lawrence P. Pizer and Ruth L. Pizer, his wife). The Warranty Deed conveying the subject property to the City is being submitted to the Council for its acceptance.

The 1970 taxes have not been paid on this property and this is to request that the attached check in the sum of \$2,731.47 be forwarded to the Wayne County Treasurer as full payment of the 1970 taxes plus interest and penalty due on same.

Thank you.

Very truly yours,

Harry C. Tatigian, City Attorney

HCT:s

attachment - City of Livonia Check #4616
dated 8/3/71 payable to Louis H. Funk,
Wayne County Treasurer.

CITY OF LIVONIA

33201 FIVE MILE ROAD

No. 4616

CITY OF
LONDON 27 10 1847

Louis H. Funk
Wayne County Treasurer

0764-1238

CITY OF LIVONIA

PARKS & RECREATION CONSTR.

[illegible]

BANK ACCOUNT NO. ACCOUNT DESCRIPTION
TREASURER

CITY OF LIVONIA
LIVONIA, MICHIGAN

CITY OF LIVONIA
LIVONIA, MICHIGAN

Lawyers Title Insurance Corporation

A Stock Company
Home Office ~ Richmond, Virginia

POLICY OF TITLE INSURANCE

CASE NO. D-182369-F

AMOUNT

SCHEDULE A

DATE OF POLICY
September 27, 1971
at 8:00 A.M.

\$--150,000.00--

NAME OF INSURED

CITY OF LIVONIA, a Michigan Municipal Corporation

1. The estate or interest in the land described herein and which is covered by this policy is:

Fee Simple.

2. The estate or interest referred to herein is at Date of Policy vested in:

City of Livonia, a Michigan Municipal Corporation.

3. The land referred to in this Policy is described as follows:

Land in the City of Livonia, County of Wayne, State of Michigan,
described as:

PARCEL I: The North 10 acres of the West 1/2 of the East 3/4 of the
West 1/2 of the Southwest 1/4 of Section 4, Town 1 South, Range 9
East, City of Livonia, Wayne County, Michigan.

PARCEL II: The South 10 acres of the North 20 acres of the West 1/2
of the East 3/4 of West 1/2 of Southwest 1/4 of Section 4, Town 1
South, Range 9 East, City of Livonia, Wayne County, Michigan.

PARCEL III: The South 10 acres of the West 1/2 of the East 3/4 of
the West 1/2 of the Southwest 1/4 of Section 4, Town 1 South, Range 9
East, City of Livonia, Wayne County, Michigan.

Countersigned:

DETROIT BRANCH OFFICE

B. Girard

Authorized Officer or Agent

Issued at: DETROIT, MICHIGAN

ORIGINAL Page 1—Sched. A—Policy No. **S 213057**

Lawyers Title Insurance Corporation

A Stock Company
Home Office ~ Richmond, Virginia

Case No. D-182369-F

SCHEDULE B

This Policy does not insure against loss or damage by reason of the following:

1. Rights or claims of parties in possession not shown of record.
2. Unrecorded water, mineral and oil rights, unrecorded easements and claims of easement, boundary line disputes not disclosed of record and any matters which would be disclosed by an accurate survey and inspection of the premises.
3. Mechanics' liens not of record.
4. The dower or homestead rights, if any, of the wife of any individual insured or of any individual shown herein to be a party in interest.
5. Building and use restrictions not appearing of record in the chain of title, but omitting those, if any, based on race, color, religion or national origin.
6. Mortgage for the sum of \$110,000.00, given by City of Livonia, a Michigan Municipal Corporation, to Dr. R. J. Mendelssohn and Pauline K. Mendelssohn, his wife, and Leonard Simons and Sarah Simons, his wife, dated August 4, 1971 and recorded August 4, 1971 in Liber 17786, on Page 722, Register No. J-52781, Wayne County Records.

10/11/71. jr

Page 1 of Sched. B—Policy No. **S 213057**

Lawyers Title Insurance Corporation

F636228

L11/836 PAY26

Form 561 1-70

WARRANTY DEED—Statutory Form
C.L. 1948, 565.151 M.S.A. 26.571

KNOW ALL MEN BY THESE PRESENTS: That DR. R. J. MENDELSSOHN and PAULINE K. MENDELSSOHN, his wife, and LEONARD SIMONS and SARAH SIMONS, his wife whose address is 8100 E. Jefferson Avenue, Suite 202, Detroit, Michigan 48214

Convey(s) and Warrant(s) to CITY OF LIVONIA, a Michigan Municipal Corporation

SEP 30 '71 AM

whose address is 33001 Five Mile Road, Livonia, Michigan 48154

the following described premises situated in the City of Livonia
County of Wayne and State of Michigan, to-wit:

The North 10 acres of the West 1/2 of the East 3/4 of the West 1/2 of the Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan. (Tax Item 04CC)

The South 10 acres of the North 20 acres of the West 1/2 of the East 3/4 of the West 1/2 of Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan. (Tax Item 04DD)

The South 10 acres of the West 1/2 of the East 3/4 of the West 1/2 of the Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan. (Tax Item 04EE)

for the full consideration of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00)

subject to Easements and Restrictions of Record

APPROVED AS TO FORM

DEPARTMENT OF LAW

BY [Signature]
DATE 8-31-71

Wayne County
Dated this 31st day of August 1971
STATE OF MICHIGAN
REAL ESTATE
TRANSFER TAX
105532

Witnesses:

[Signature]
Harry C. Tatigian
[Signature]
Addison W. Bacon

[Signature] (L.S.)
Dr. R. J. Mendelssohn
[Signature] (L.S.)
Pauline K. Mendelssohn
[Signature] (L.S.)
Leonard Simons
[Signature] (L.S.)
Sarah Simons

STATE OF MICHIGAN
COUNTY OF Wayne ss.

The foregoing instrument was acknowledged before me this 4th day of August 1971
by Dr. R. J. Mendelssohn and Pauline K. Mendelssohn, his wife, and Leonard Simons
and Sarah Simons, his wife
My commission expires January 4, 1972
[Signature]
Gladys M. Hoener
Notary Public, Wayne County, Michigan

Instrument Harry C. Tatigian, City Atty.
Drafted by Department of Law

Business Address 33001 Five Mile Rd., Livonia, Mich.

County Treasurer's Certificate
This is to certify that there are no tax liens or interest on this property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT

No. 009
SEP 21 1971 WAYNE COUNTY TREASURER

City Treasurer's Certificate

RECORDED SEP 22 1971 AT 8:50
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

Recording Fee
State Transfer Tax 165.00

When recorded return to Office of the City Clerk
33001 Five Mile Road, Livonia, Michigan 48154

Send subsequent tax bills to Grantee

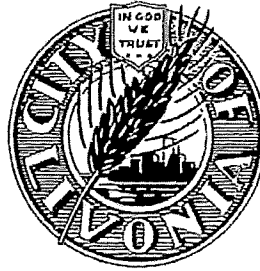
Tax Parcel # 761778

SEP 21 1971 009 0000150 II

DEPARTMENT OF LAW

CITY ATTORNEY
HARRY C. TATIGIAN

ASSISTANT CITY ATTORNEYS
ROBERT M. FEINBERG
GARY L. SACKETT



EDWARD H. McNAMARA
MAYOR

cc: J. Griffiths

33001 FIVE MILE ROAD
LIVONIA, MICHIGAN 48154
GARFIELD 1-2000

August 5, 1971

TO: ADDISON W. BACON, CITY CLERK

FROM: DEPARTMENT OF LAW

SUBJECT: DOCUMENTS CONCERNING ACQUISITION OF CITY
PARK SITE DESIGNATION E-24 (Tax Item Nos. 04CC,
04DD and 04EE) - Mich Project OSA-148

Dear Sir:

The Department of Law, pursuant to council resolution #653-71, finalized the purchase of City Park Site Designation E-24 and the Warranty Deed conveying the subject property to the City has been forwarded to the Council for acceptance by a separate letter. The original Mortgage Form and Mortgage Note have been retained by Dr. R. J. Mendelssohn and he has informed me that he will have both of these documents recorded.

In connection with this transaction I am enclosing the following documents for your information:

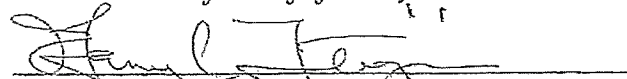
1. Photostated copy of Mortgage Note;
2. Photostated copy of Mortgage;
3. Original of Settlement Statement on Sale of Property;
4. Commitment for Title Insurance, No. D-182369-F, dated 7/22/71;
5. Order to Issue Owner's Policy; and
6. Statement in the amount of \$530.00 to cover the cost of the Title Policy (CR-653-71 authorizes payment of same).

To: Addison W. Bacon, City Clerk
Re: Acceptance of Documents - Park Site E-24

Page 2
August 5, 1971

Please note that in accordance with the aforesaid mortgage note and mortgage, the first payment due with respect to this parcel is on or before January 15, 1972 in the sum of \$5500.00 plus interest; payments thereafter shall be made in a like amount every 6 months. Accordingly, provision should be made in next year's budget for these payments.

Very truly yours,



Harry C. Tatigian, City Attorney

HCT:s

encs. - as noted above

cc: Budget Director (no encs.)

MORTGAGE NOTE\$ 110,000.00, Michigan, August 4 19 71For value received the undersigned promises to pay to the order of Dr. R. J. Mendelssohn and Pauline K. Mendelssohn, his wife, and Leonard Simons and Sarah Simons, his wife,

the principal sum of One Hundred Ten Thousand and no/100 (\$110,000.00) -- Dollars (being the balance due under a Purchase-Money Mortgage) with interest from date hereof at the rate of six (6) per cent per annum, while the mortgagor is not in default in making the payments herein provided, and if in default in making such payments for a period of thirty days, then at the rate of seven per cent per annum from the time of such default until all sums in default are fully paid. Said principal and interest shall be paid by the undersigned in lawful money of the United States of America as follows:

Semi-annual payments of Five Thousand Five Hundred and no/100 Dollars (\$5,500.00) on principal, plus interest, the first payment of which shall be due on January 15, 1972, and a like sum due each six (6) months thereafter until the full amount of principal and interest due hereunder has been fully paid.

Both principal and interest of this note are payable at 8100 E. Jefferson Avenue,
Suite 202, Detroit, Michigan 48214

Should default be made in the payment of any installments of interest and/or principal due hereunder for a period of thirty days, then such default shall mature the entire indebtedness evidenced hereby, without notice, at the option of the holder thereof. Every person at any time liable for the payment of the debt evidenced hereby, waives presentment for payment, demand and notice of non-payment of this note, and consents that the holder may extend the time of payment of any part or the whole of the debt at any time at the request of any other person liable.

This note is secured by a first mortgage of even date herewith, made by the undersigned to the above payee, which mortgage covers real estate in Livonia Michigan, described as:

(see description attached hereto and made a part hereof by this reference)

CITY OF LIVONIA, a Michigan Municipal Corporation

Harry C. Tatigian
Mary A. Stringer

By Robert F. Nash
Robert F. Nash, Mayor Pro Tem
and Addison W. Bacon
Addison W. Bacon, City Clerk

ORIGINAL MORTGAGE NOTE GIVEN TO DR. MENDELSSOHN
ON AUGUST 4, 1971 BY HARRY C. TATIGIAN IN TATIGIAN'S
OFFICE AT THE TIME THIS MATTER WAS CLOSED.

† Mendelssohn to record same.

Substantive and continuing interest in the property of the City of Livonia

and the same shall be subject to the same lien as the property of the City of Livonia

For the purpose of the above, the City of Livonia, Michigan, is hereby authorized to execute and deliver

and to cause to be recorded in the public records of the County of Wayne, Michigan, a mortgage note

Attachment to Mortgage Note dated August 4, 1971

in favor of (Mendelssohn/Simons)

the City of Livonia, Michigan

PROPERTIES LOCATED IN THE CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

first, to-wit: the property described as follows: a like sum and interest, to-wit: the sum of \$100,000.00, and the interest thereon at the rate of 10% per annum, to be paid in monthly installments of \$1,000.00, beginning on the 1st day of September, 1971, and continuing until the principal and interest have been paid in full.

The North 10 acres of the West 1/2 of the East 3/4 of the West 1/2 of the Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan (Tax Item 04CC)

and

The South 10 acres of the North 20 acres of the West 1/2 of the East 3/4 of West 1/2 of Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan (Tax Item 04DD)

and

The South 10 acres of the West 1/2 of the East 3/4 of the West 1/2 of the Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan (Tax Item 04EE)

This note is subject to the same lien as the property of the City of Livonia, Michigan

See description attached hereto and made a part hereof by this reference

CITY OF LIVONIA, a Michigan Municipal Corporation

By [Signature]
and [Signature]

This Mortgage,

Made

August 4

19-71

Between

CITY OF LIVONIA, a Michigan Municipal Corporation
33001 Five Mile Road, Livonia, Michigan

hereinafter referred to as

"THE MORTGAGOR" and DR. R. J. MENDELSSOHN and PAULINE K. MENDELSSOHN, his wife,
and LEONARD SIMONS and SARAH SIMONS, his wife, herein referred to as "THE MORTGAGEE,"

Witnesseth, That the Mortgagor mortgages and warrants to the Mortgagee lands situate in the CITY OF LIVONIA

County of

WAYNE

and State of Michigan

described as

See description as set forth on Rider attached
hereto and made a part hereof by this reference.

(Identified as Tax Item No. 04CC,

Tax Item No. 04DD, and

Tax Item No. 04EE)

together with the hereditaments and appurtenances thereunto belonging and if the said premises be improved with a building designed for occupancy as an apartment house, family hotel or for commercial or business purposes, also together with all disappearing beds, ice boxes, equipment for heating, lighting, cooking, mirrors, door and window shades, screens and awnings and such other goods, chattels and personal property as are ever furnished by a landlord in letting or operating an unfurnished building similar to the buildings erected upon the mortgaged premises and now or hereafter installed therein by the mortgagor or his assigns, which shall be deemed between the parties hereto, and all parties claiming by, through or under them, an accession to the freehold and a part of the realty and encumbered by this mortgage to secure the performance of the covenants hereinafter contained, and the payment of the principal sum of

Purchase-Money

-----One Hundred Ten Thousand and no/100 Dollars (\$110,000.00)----- Mortgage

(Semi-annual payments of Five Thousand Five Hundred and no/100 Dollars (\$5,500.00)
on principal, plus interest, the first payment of which shall be due on January 15, 1972,
and a like sum due each six (6) months thereafter until the full amount of principal and
interest due hereunder has been fully paid.)

with interest from date hereof at the rate of SIX (6) per cent per annum while the mortgagor is not in default in making the payments herein provided, and if in default in making such payments for a period of thirty days, then at the rate of seven per cent per annum from the time of such default until all sums in default are fully paid, payable semi-annually until the full payment of all sums

owing hereon according to the terms of a promissory note of even date, executed by City of Livonia, a Michigan

Municipal Corporation, to said Mortgagee, and will pay interest on all overdue interest from its maturity until paid at the rate of seven per cent per annum, provided, interest shall be paid at the rate herein agreed, anything in said note to the contrary notwithstanding.

And the "Mortgagor" covenants with the "Mortgagee," while this mortgage remains in force, as follows:—

1. To pay said indebtedness and the interest thereon in the time and in the manner above provided;
2. To pay all taxes and assessments levied on the land within thirty days after the same become due and payable, and deliver the official receipts therefor to the Mortgagee;
3. ~~TO PAY THE TAXES AND ASSESSMENTS LEVIED ON THE LAND WITHIN THIRTY DAYS AFTER THE SAME BECOME DUE AND PAYABLE, AND DELIVER THE OFFICIAL RECEIPTS THEREFOR TO THE MORTGAGEE;~~
4. To abstain from the commission of waste on the mortgaged premises, and promptly comply with all laws and ordinances, regulations and requirements of the Municipality or other government regulations affecting the mortgaged premises.
5. That, if there be default in delivering any insurance policy or in the payment of any tax, assessment or insurance premium the Mortgagee may effect such insurance or secure such policy and pay such assessment, taxes or insurance premiums and any amount so paid shall be added to said indebtedness and hereby secured and be payable to the Mortgagee forthwith with interest at the rate of seven per cent per annum.
6. That the whole of said principal sum shall, at the option of the Mortgagee, become due and payable after default for more than 30 days, in the payment of any installment of principal or interest upon said indebtedness, or any tax, assessment or insurance premium, anything to the contrary herein or in said note notwithstanding.
7. That, in the event of the passage of any law or regulation, State, Federal or Municipal, subsequent to the date hereof in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting such taxes, the entire principal secured by this mortgage and all interest accrued thereon shall become due and payable forthwith, at the option of the mortgagee.
8. That, in the event the ownership of the mortgaged premises, or any part thereof, become vested in a person other than the mortgagor, the mortgagee may deal with such successor or successors in interest with reference to this mortgage, and the debt hereby secured in the same manner as with the mortgagor, without in any manner violating or discharging the mortgagor's liability hereunder, or upon the debt hereby secured.
9. The power is hereby granted by the Mortgagor to the Mortgagee, if default is made in the payment of said indebtedness, interest, taxes, or insurance premiums, or any part thereof at the time and in the manner herein agreed, to grant, bargain, sell, release, and convey the premises, with the appurtenances at public auction and to execute and deliver to the Purchaser or Purchasers, at such sale, deeds of conveyance, good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds to retain all sums due hereon, the costs and charges of such sale, and the attorney fees provided by law, returning the surplus money, if any, to the Mortgagor or Mortgagor's heirs and assigns, and such sale or a sale pursuant to a decree in chancery for the foreclosure hereof may, at the option of the mortgagee, be made en masse.

TITLE INSURANCE - ABSTRACTS - ESCROWS

TITLE INSURANCE - ABSTRACTS - ESCROWS

The covenants herein shall bind and the benefits and advantages enure to the respective heirs, assigns and successors of the parties.
Dated this 4th day of August A. D. 1971
Signed, Sealed and Delivered in Presence of: Signed and Sealed:

Harry C. Tatigian
Harry C. Tatigian

Mary A. Stringer
Mary A. Stringer

CITY OF LIVONIA, a Michigan (L.S.)
Municipal Corporation

By Robert F. Nash (L.S.)
Robert F. Nash

Mayor Pro Tem

and Addison W. Bacon (L.S.)
Addison W. Bacon

City Clerk

STATE OF MICHIGAN

COUNTY OF

ss.

A. D. 19

On this day of before me, the subscriber, a Notary Public in and for said county, personally appeared known to me to be the person described in and who executed the within Mortgage, and then acknowledged the execution thereof to be free act and deed.

My commission expires

Notary Public, County, Michigan.

STATE OF MICHIGAN

COUNTY OF Wayne

ss.

On this 4th day of August A. D. 1971 before me, the subscriber, a Notary Public in and for said county, personally appeared ROBERT F. NASH to me personally known, who being by me duly sworn, did say that they are the Mayor Pro Tem and City Clerk of the City of Livonia, a Mich. Municipal Corp. and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its City Council pursuant to council resolution #653-71 Robert F. Nash and Addison W. Bacon acknowledged said instrument to be the free act and deed of said corporation.

My commission expires January 4, 1972

Gladys M. Hoener
Gladys M. Hoener
Notary Public, Wayne County, Michigan.

Instrument Harry C. Tatigian, City Atty. Business 33001 Five Mile Rd., Livonia, Michigan
Drafted by Address

MORTGAGE

Note: Original Mortgage given to Dr. Mendelssohn on August 4, 1971 by Harry C. Tatigian in Tatigian's office at the time this transaction was closed.

Mendelssohn to record same.

Lawyers Title Insurance Corporation

When recorded return to

This rider is attached to and made a part of Commitment bearing Case # D-182369-F

City of Livonia, Wayne County, Michigan

PARCEL I:

The North 10 acres of the West 1/2 of the East 3/4 of the West 1/2 of the Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan.

PARCEL II:

The South 10 acres of the North 20 acres of the West 1/2 of the East 3/4 of West 1/2 of Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan.

PARCEL III:

The South 10 acres of the West 1/2 of the East 3/4 of the West 1/2 of the Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan.

Tax Item No. 04CC, as to Parcel 1; 04DD, as to Parcel 2 and 04EE, as to Parcel 3

ATTACHMENT TO MORTGAGE FORM DATED AUGUST 4, 1971
between City of Livonia and the Mendelssohns and Simons

COUNTY OF

and
and ADP

My commission expires
Notary Public

My commission expires
Notary Public

Lawyers' Title Insurance Corporation

Richard A. Howard
SENIOR VICE PRESIDENT

COUNTERSIGNED BY

Donald R. Goss
AGENT OR AUTHORIZED OFFICER

SETTLEMENT STATEMENT ON SALE OF PROPERTY

SELLERS: Dr. R. J. Mendelssohn and Pauline K. Mendelssohn,
his wife;
and
Leonard and Simons and Sarah Simons, his wife
8100 E. Jefferson Avenue
Suite 202
Detroit, Michigan 48154

PURCHASER: City of Livonia, a Michigan Municipal Corporation
33001 Five Mile Road
Livonia, Michigan 48154

PROPERTY: The North 10 acres of the West 1/2 of the East 3/4 of
the West 1/2 of the Southwest 1/4 of Section 4, Town 1
South, Range 9 East, City of Livonia, Wayne County,
Michigan. (Tax Item 04CC)

The South 10 acres of the North 20 acres of the West 1/2
of the East 3/4 of West 1/2 of Southwest 1/4 of
Section 4, Town 1 South, Range 9 East, City of Livonia,
Wayne County, Michigan. (Tax Item No. 04DD)

The South 10 acres of the West 1/2 of the East 3/4
of the West 1/2 of the Southwest 1/4 of Section 4,
Town 1 South, Range 9 East, City of Livonia, Wayne
County, Michigan. (Tax Item 04EE)

CREDITS TO SELLERS

PURCHASE PRICE	\$150,000.00	
Pro-ration of taxes (7-1-71 to 11-30-71)	673.15	
		\$150,673.15

CREDITS TO PURCHASER

Revenue stamps on Deed	165.00	
		\$150,508.15

NEW LIEN TO BE PAID

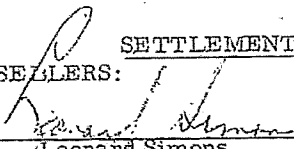
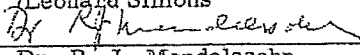
Purchase Money Mortgage		\$110,000.00
-------------------------	--	--------------

NET CASH DUE SELLERS \$40,508.15

SETTLEMENT ACCEPTED AS RENDERED

SELLERS:

PURCHASER:


Leonard Simons

Dr. R. J. Mendelssohn

By 
Harry C. Tatigian, City Atty.

Dated: 8-4-71

Lawyers Title Insurance Corporation

17-106307-1

HOME OFFICE: RICHMOND, VIRGINIA
MICHIGAN STATE OFFICE
735 GRISWOLD STREET, DETROIT, MICHIGAN 48226

Lawyers Title Insurance Corporation, herein called the Company, hereby agrees to issue a policy of title insurance as hereinafter set forth upon satisfactory compliance with the requirements contained herein.

The reverse side hereof is part of this commitment.

FORM OF POLICY TO BE ISSUED

A.L.T.A. OWNER'S POLICY

A.L.T.A. MORTGAGE POLICY
WITHOUT EXCEPTIONS

MORTGAGE POLICY
WITH EXCEPTIONS

\$ 150,000.00

\$

\$

PARTY TO BE INSURED City of Livonia.

Location and Description of Subject Land

(SEE ATTACHED RIDER)

OWNER, ENCUMBRANCES, EXCEPTIONS TO TITLE, UNPAID TAXES OR ASSESSMENTS, AND REQUIREMENTS FOR ISSUANCE OF POLICY:

1. OWNER: Dr. R. J. Mendelssohn and Pauline K. Mendelssohn, his wife, and Leonard Simons and Sarah Simons, his wife.

REQUIREMENT: RECORD DEED FROM ABOVE OWNERS TO CITY OF LIVONIA.

2. County Tax: 1970 Paid \$328.17, as to Parcel 1
Paid \$328.17, as to Parcel 2
Paid \$693.08, as to Parcel 3

City Tax: 1970 Paid \$64.72, as to Parcel 1
Paid \$64.72, as to Parcel 2
Paid \$136.68, as to Parcel 3

FOR INFORMATION CALL: Ken Bedell

EXAMINER, PHONE 963-5810

This commitment is being furnished preliminary to the issuance of a policy of title insurance. It is not binding until countersigned by an Agent or Authorized Officer of the Company.

This commitment is valid and binding only for a period of 90 days from the effective date hereof. In witness whereof, the Company has caused this commitment to be executed pursuant to its by-laws at Detroit, Michigan, effective as of July 19, 1971 at 8:00 A.M.

Lawyers Title Insurance Corporation

COUNTERSIGNED BY

Lawrence J. Town
VICE PRESIDENT

Daniel R. Crane
AGENT OR AUTHORIZED OFFICER

AUDIT NUMBER C 586324

OVER

COMMITMENT RIDER

This rider is attached to and made a part of Commitment bearing Case # D-182369-F

City of Livonia, Wayne County, Michigan

PARCEL I:

The North 10 acres of the West 1/2 of the East 3/4 of the West 1/2 of the Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan.

PARCEL II:

The South 10 acres of the North 20 acres of the West 1/2 of the East 3/4 of West 1/2 of Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan.

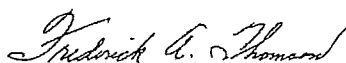
PARCEL III:

The South 10 acres of the West 1/2 of the East 3/4 of the West 1/2 of the Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan.

Tax Item No. 04CC, as to Parcel 1; 04DD, as to Parcel 2 and 04EE, as to Parcel 3

COUNTERSIGNED BY

 Lawyers Title Insurance Corporation


SENIOR VICE PRESIDENT


AGENT OR AUTHORIZED OFFICER

Exhibit B - Project Descriptions

DEPARTMENT OF PARKS & RECREATION

PARKS AND RECREATION COMMISSION

MARK JOHNSON
CHAIRPERSON

PAUL CONDON
KATHERINE JOLLY
CATHY KEVRA
KEVIN SUMMERS

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

MAUREEN MILLER BROSNAN
MAYOR

EDWARD DAVIS
SUPERINTENDENT



January 19, 2023

Ms. Alicia Bradford
Director, Wayne County Parks Division
33175 Ann Arbor Trail
Westland, Michigan 48185

Re: Millage Funding Request for 2022-23 Fiscal Year

Dear Ms. Bradford,

The City of Livonia is proposing a Bicentennial pavilion addition for District 9. The City of Livonia is aiming to continue our improvements to Bicentennial Park, with the addition of a new pavilion. With the assistance of Wayne County millage funds, we have added and upgraded Bicentennial Park with tennis and pickleball courts, update playground, and field fencing.

This new project will complete the renovation of the site.

The goal of these projects is to create safe, dramatic, and fitting atmospheres while also increasing the practical use, accessibility, and safety of the facilities.

If approved, work will be completed by Fall 2023.

The total budget plan is \$100,000. With \$96,179 budgeted for 2022/23 Wayne County funds and the remainder coming from municipal funds.

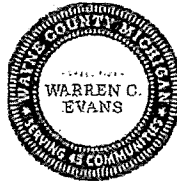
Thank you once again for your consideration of this project for Wayne County Parks Millage funding. Please let me know if you need any further information regarding this request.

Sincerely,

Edward Davis
Superintendent

Attachments

EXHIBIT C: SIGNAGE SPECIFICATIONS



WAYNE COUNTY MEMORANDUM PARKS DIVISION

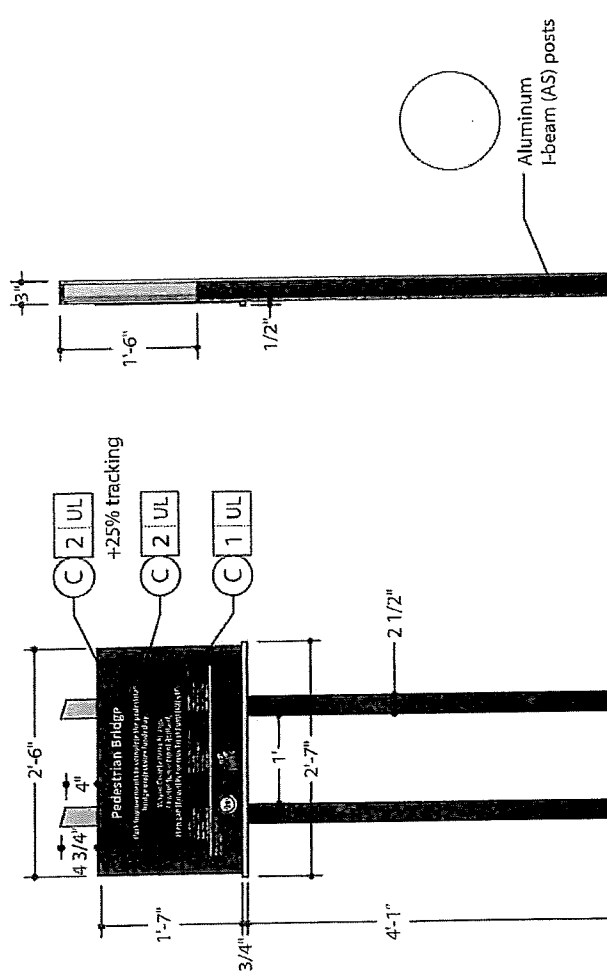
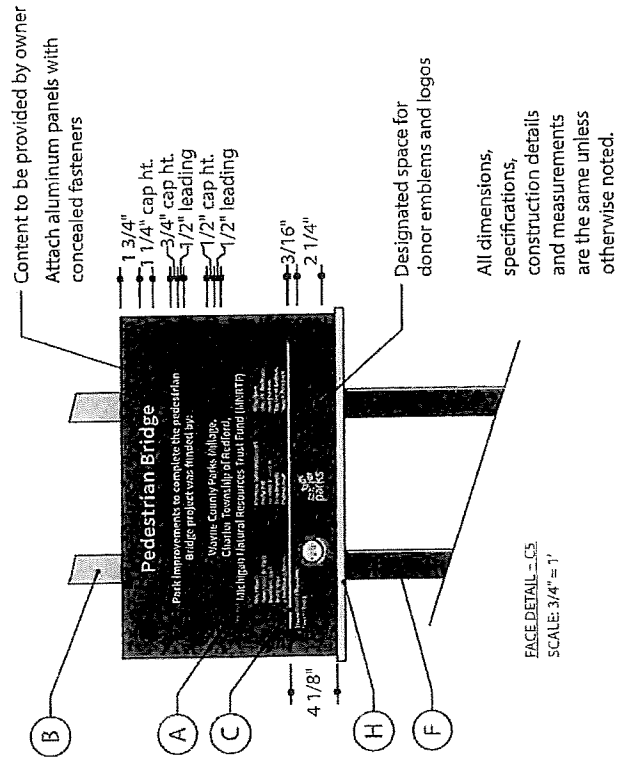
SIGN SPECIFICATIONS

Attached, please find sketch and samples of the sign layout that we are suggesting for all IGA Grant projects. The Specs are as follows:

All parks millage signs must include language that states, made possible through the Wayne County Parks millage in cooperation with *(place your municipality name here)*

- Sign size 48' x 30' $\frac{3}{4}$ ' marine grade plywood or other composite material
- Sign is to be one sided, two sides is optional
- To be cut with "carriage" style top i.e. arched (optional)
- Color options are determined by the municipality
- Font should be traditional styles in Helveticas, Arial, Times New Roman
- Include County Logo (Blue-43 communities) County Executive and County Commissioners
- We suggest using 3M Reflective Adhesive water proof vinyl. Painting is optional
- Vertical post shall be 4x6 weather proof timbers routed on **4'** side to accommodate the sign, staining of posts optional
- Bury post a minimum of 42" into ground and backfill with dirt and compost, concrete footing is optional
- Bottom of sign shall be 2ft. minimum above grade
- Sign will be secured to post with flat head Galvanized wood screws (approx.# 10) 2 per post (min.)
- Proof to be provided of final design prior to fabrication and installation

We are flexible on fabrication and colors as long as it resembles the example attached. Any request to deviate from the signage should be directed to the Parks Director.



FRONT ELEVATION - C5
SCALE: 1/2" = 1'

SIDE ELEVATION - C5
SCALE: 1/2" = 1'

Exhibit D: INSURANCE COVERAGES

City, at its expense, or any contractors, subcontractors, consultants or agents retained by City (each a "Contractor"), at their own expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives or employees. Contractor shall maintain at least the following minimum coverage:

Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

Umbrella or Excess Liability

Policy in an amount not less than \$1,000,000. Umbrella or excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

Automobile Liability

Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation

Insurance as required by the State of Michigan, with Statutory limits, and employer's liability insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (if Design/Build)

Insurance appropriate to the Contractor's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.

Builder's Risk (Course of Construction)

Insurance utilizing "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards)

Insurance with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Contractor maintains higher limits than the minimum insurance coverage required as stated above in this Exhibit, the Contractor shall maintain the coverage for the higher insurance

limits for the duration of this Agreement.

Additional Insured Status

The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

Claims-made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date must be shown and must be before the date of this Agreement or the date the Contractor starts to perform the services.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of this Agreement.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to this Agreement's effective date, the

Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Exhibit, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

➤ The Contractor must submit certificates evidencing the insurance to the County Risk Management Division at the time the Contractor executes an agreement with the City, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Surety Bonds

The Contractor shall provide the following surety bonds: 1) bid bond; 2) performance bond; 3) payment bond; 4) maintenance bond. The payment bond and the performance bond shall be in a sum equal to the contract price. If the performance bond provides for a one year warranty a separate maintenance bond is not necessary. If the warranty period specified in the contract is for longer than one year a maintenance bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Michigan and secured through an authorized agent with an office in Michigan.

OFFICE OF THE CITY CLERK
CITY OF LIVONIA

The undersigned, Susan M. Nash, City Clerk of the City of Livonia, does hereby certify that at a Regular Meeting of the Council of the City of Livonia held March 13, 2023 in the Auditorium of City Hall, 33000 Civic Center Drive, Livonia, at which time and place the following members of the Council were present: Kathleen McIntyre, Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and Jim Jolly. The following resolution was made and adopted:

#086-23 RESOLVED, that having considered a communication from the Superintendent of Parks and Recreation, dated February 15, 2023, which bears the signatures of the Director of Finance and the City Attorney and is approved for submission by the Mayor, to which is attached Intergovernmental Agreements between the County of Wayne and the City of Livonia in connection with utilizing grant funds in the amount of \$96,179.00 and \$66,624.00 to be used for improvements at Ben Celani Play Area for the addition of a park pavilion and Mies Park for the replacement of outdated playground equipment, with City participation estimated to be \$0.00 for the Ben Celani Play Area and \$135,000.00 for the Mies Park equipment, for a total estimated cost of \$300,000.00, the Council does hereby approve the proposed Intergovernmental Agreements between the County of Wayne and the City of Livonia and the Mayor and City Clerk are hereby authorized, for and on behalf of the City of Livonia, to execute the Intergovernmental Agreements in the manner and form herein submitted, subject to approval as to form and substance by the Department of Law, and to do all other things necessary or incidental to the full performance of this resolution; FURTHER, the Council does hereby authorize the grant funds to be deposited in Account No. 208-000-581-100, County Grant Revenue, when received; FURTHER, the Ben Celani Play Area project is expected to be completed in 2023 and the Mies Park project in 2024 with City funds and reimbursed by the County.

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

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

NAYS: None

The President declared the resolution adopted.

IN WITNESS WHEREOF, the undersigned has hereunto affixed her signature on this 23rd day of March 2023.


Susan M. Nash, City Clerk
City of Livonia, Wayne County, Michigan



LETTER TO THE LIVONIA CITY COUNCIL

8.

City Clerk
August 29, 2023

MEETING DATE

R091823

PREPARED BY

Lori Miller, MiPMC, Deputy City Clerk,

AGENDA ITEM

BLOCK PARTY: Lauren Grewe, re: to be held on Saturday, September 30, 2023, from 12:00 p.m. to 9:00 p.m., on Sherwood Street between Woodside and Parklane Streets, with a rain date of Sunday, October 1, 2023.

BACKGROUND DETAILS

Lauren Grewe is requesting to host a block party on Saturday, September 30, 2023, from 12:00 p.m. to 9:00 p.m. to include barricading of streets on Sherwood, between Woodside and Parklane, with a rain date requested on Sunday, October 1, 2023. The planned event is a Fall Festival block party to include cider and donuts, poutluck, kids' activities, fall crafts, lawn games, and music. Approximately 150 residents may attend the event.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

Approve as submitted.

ATTACHMENTS

1. Woodside Block Party Request

APPROVED BY

Lori Miller, MiPMC, Deputy City Clerk

Date: August 29, 2023

**REQUEST FOR NOISE WAIVER BLOCK PARTY and/or
BARRICADING OF CITY STREETS**

Send to: Livonia City Council, c/o City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097
or hand deliver to the City Clerk's Office at least 8 weeks prior to the planned event

PLEASE PRINT

Date of Application: August 18, 2023 Date to appear at a Council Meeting: _____

Name of Neighborhood Representative: Lauren Grewe

Address (please include zip code): 15612 Woodside Livonia MI 48154

Telephone Number with area code: Home: 734-748-4138 (cell) _____ Office: n/a

Email: FairwayFarmsHOA@gmail.com

Please circle what is being requested – **BLOCK PARTY** and/or **STREET BARRICADING**

<u>Saturday September 30, 2023</u>	<u>Sunday October 1, 2023</u>	<u>12pm - 9pm</u>
Date of Block Party and/or Barricading	Rain Date	Start/end time of Block Party and/or Barricading End time is no later than 10:00 p.m.

Location of Block Party and/or Barricading: (Be specific. Indicate which streets and between which boundaries).

Sherwood, between Woodside and Parklane. Where Woodside meets Sherwood to island at
Parklane and Sherwood. Not to include any of Woodside, Westbrook, or Parklane.

Type of Event: Briefly (Describe activities planned. Music, barbecue, games, etc.) Fall Festival!

~~Cider and donuts, potluck, kids' activities such as face painting, bike parade, donut eating contest,~~
fall crafts; lawn games. Possibly Kona Man and music.

How many barricades are you requesting (max. 10)? Three; one on each end and one where Westbrook meets Parklane

Approximate Number Attending: 150?

Date of Council Approval/Denial: _____

Council Resolution Number: _____

RECEIVED
OFFICE OF THE CITY CLERK
2023 AUG 18 AM 9:52



LETTER TO THE LIVONIA CITY COUNCIL

9.

Finance
September 1, 2023

MEETING DATE

R091823

PREPARED BY

Michael Slater, Finance Director,

AGENDA ITEM

REQUEST TO CONSIDER ADOPTING AN ORDINANCE: Department of Finance, re: for the Issuance of Water Supply and Wastewater System Revenue Bonds, Series 2023, in an amount not to exceed \$6,500,000.

BACKGROUND DETAILS

The City Council approved contracts for engineering and construction of water main replacements in council resolutions 070-23, 218-23 and 219-23. Authorization for publication of a Notice of Intent resolution for the issuance of bonds to finance these improvements was approved in CR 193-23. The comment period has passed and no objections have been received.

Attached to this request is the proposed ordinance prepared by our bond counsel, Miller Canfield. Note that the Revenue Bond Act, PA 94 of 1933, only requires a single reading for the adoption of the ordinance.

Also attached are the publication requirements and financing timeline.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

It is respectfully requested that City Council adopt the attached ordinance.

ATTACHMENTS

1. Bond Ordinance (2023 Water Supply and Wastewater System Senior Lien Revenue Bonds)(41065234.1)
2. Publication Requirements - Water Supply and Wastewater System Senior Lien Revenue Bonds, Series 2023 __ Ordinance
3. Notice of Sale Resolution - 2023 Water Supply and Wastewater System Senior Lien Revenue Bonds(41065245.1)
4. Draft Timeline - Livonia Water and Sewer Revenue Bonds
5. R062623 Sewage Disposal System Revenue Bond CR 193-23

APPROVED BY



Paul Bernier, City Attorney

Date: September 05, 2023



Maureen Miller Brosnan, Mayor

Date: September 05, 2023

ORDINANCE NO. _____

CITY OF LIVONIA, MICHIGAN

AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF WATER SUPPLY AND WASTEWATER SYSTEM REVENUE BONDS TO PAY THE COST OF THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, IMPROVEMENTS AND EXTENSIONS TO THE WATER SUPPLY AND WASTEWATER SYSTEM OF THE CITY AND TO PRESCRIBE THE FORM OF THE BONDS; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS AND CERTAIN OUTSTANDING BONDS OF THE SYSTEM; TO PROVIDE AN ADEQUATE RESERVE FUND FOR THE BONDS AND OUTSTANDING BONDS OF THE SYSTEM; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF THE REVENUES; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE BONDS AND OUTSTANDING BONDS OF THE SYSTEM IN ENFORCEMENT THEREOF; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE SYSTEM AND THE BONDS AND OUTSTANDING BONDS OF THE SYSTEM.

THE CITY OF LIVONIA ORDAINS:

Section 1. Definitions. Whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:

- (a) “Act 94” means Act 94, Public Acts of Michigan, 1933, as amended.
- (b) “Authorized Officers” means the Mayor, Clerk, Treasurer and the Director of Finance of the City.
- (c) “Bonds” means the Series 2023 Bonds, the Outstanding Senior Lien Bonds and any additional Bonds of equal standing hereafter issued.
- (d) “City” or “Issuer” means the City of Livonia, County of Wayne, State of Michigan.
- (e) “Outstanding Junior Lien Bonds” means the Series 2020 Bonds and the Series 2021 Bonds.
- (f) “Outstanding Senior Lien Bonds” means the Series 2013 Bonds, the Series 2014 Bonds, and the Series 2015 Bonds.
- (g) “Outstanding Ordinances” means Ordinances Nos. 2179, 2945, 2963, 2979, 3117 and 3147 of the City.

(h) “Project” means the additions, extensions and improvements to the System, including replacement and upsizing of water mains in the City, together with all related appurtenances and attachments.

(i) “Revenues” and “Net Revenues” mean the revenues and net revenues of the System and shall be construed as defined in Section 3 of Act 94, including with respect to “Revenues”, the earnings derived from the investment of moneys in the various funds and accounts established by the Outstanding Ordinances and this Ordinance.

(j) “Sale Order” means the Sale Order to be executed by an Authorized Officer of the Issuer respecting the sale of the Series 2023 Bonds.

(k) “Series 2013 Bonds” means the Water Supply and Wastewater System Revenue Bonds, Series 2013, dated September 17, 2013, in the original principal amount of \$3,260,000.

(l) “Series 2014 Bonds” means the Water Supply and Wastewater System Revenue Bonds, Series 2014, dated June 25, 2014, in the original principal amount of \$3,775,000.

(m) “Series 2015 Bonds” means the Water Supply and Wastewater System Revenue Bonds, Series 2015, dated June 25, 2015, in the original principal amount of \$9,050,000.

(n) “Series 2020 Bonds” means the Water Supply and Wastewater System Junior Lien Revenue Bonds, Series 2020, dated June 12, 2020, in the original principal amount of \$9,160,000.

(o) “Series 2021 Bonds” means the Water Supply and Wastewater System Junior Lien Revenue Bonds, Series 2021, dated June 7, 2021, in the original principal amount of \$5,345,000.

(p) “Series 2023 Bonds” means the Water Supply and Wastewater System Revenue Bonds, Series 2023, authorized pursuant to this Ordinance.

(q) “Sufficient Government Obligations” means direct obligations of the United States of America or obligations the principal and interest on which is fully guaranteed by the United States of America, not redeemable at the option of the issuer, the principal and interest payments upon which, without reinvestment of the interest, come due at such times and in such amounts as to be fully sufficient to pay the interest as it comes due on the Bonds and the principal and redemption premium, if any, on the Bonds as it comes due whether on the stated maturity date or upon earlier redemption. Securities representing such obligations shall be placed in trust with a bank or trust company, and if any of the Bonds are to be called for redemption prior to maturity, irrevocable instructions to call the Bonds for redemption shall be given to the paying agent.

(r) “System” means the entire Water Supply and Wastewater System of the City as defined in the Outstanding Ordinances.

(s) “Transfer Agent” means a bank or trust company qualified to act as bond registrar, paying agent and transfer agent for the Series 2023 Bonds selected by an Authorized Officer.

Section 2. Necessity; Public Purpose; Estimated Cost and Life of Project. It is hereby determined to be a necessary public purpose of the Issuer to acquire and construct the Project. The estimated cost of acquiring and constructing the Project, including contingencies, engineering, legal and financing expenses, in an amount of not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000), is hereby approved. The Issuer does hereby estimate the period of usefulness of the Project to be at least twenty-one (21) years.

Section 3. Payment of Cost; Bonds Authorized. To pay the costs associated with acquiring and constructing the Project, including legal, financial and other expenses incident thereto and incident to the issuance and sale of the Series 2023 Bonds, the Issuer shall borrow the sum of not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000), as finally determined in the Sale Order and issue the Series 2023 Bonds pursuant to the provisions of Act 94. The remaining costs, if any, shall be defrayed from System funds on hand and legally available for such use.

Except as amended by or expressly provided to the contrary in this Ordinance, all of the provisions of the Outstanding Ordinances shall apply to the Series 2023 Bonds issued pursuant to this Ordinance, the same as though each of said provisions were repeated in this Ordinance in detail; the purpose of this Ordinance being to authorize the issuance of additional revenue bonds of equal standing and priority of lien as to the Outstanding Senior Lien Bonds and senior in standing and priority of lien with respect to the Outstanding Junior Lien Bonds to finance the cost of acquiring additions, extensions and improvements to the System, with such additional bonds of equal standing and priority of lien as to the Outstanding Senior Lien Bonds and senior standing and priority of lien with the Outstanding Junior Lien Bonds for such purpose being authorized by the provisions of the Outstanding Ordinances, upon the conditions therein stated, which conditions have been fully met.

Section 4. Bond Details. The Series 2023 Bonds shall be designated WATER SUPPLY AND WASTEWATER SYSTEM REVENUE BONDS, SERIES 2023, shall be payable solely and only out of the Net Revenues, as set forth more fully herein, shall consist of bonds of the denomination of \$5,000, or integral multiples of \$5,000 not exceeding in any one year the amount maturing in that year, dated as of the date of delivery or such other date as shall be determined in the Sale Order, numbered in order of authentication, and shall mature on October 1st in the years and amounts as follows, or such other years of maturity and principal amounts as shall be determined in the Sale Order:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2024	\$205,000	2034	\$320,000
2025	215,000	2035	335,000

2026	225,000	2036	350,000
2027	235,000	2037	365,000
2028	250,000	2038	385,000
2029	260,000	2039	400,000
2030	270,000	2040	420,000
2031	280,000	2041	440,000
2032	295,000	2042	460,000
2033	310,000	2043	480,000

The Series 2023 Bonds shall bear interest at the rate specified in the Sale Order, but not to exceed six and one-half percent (6.50%) per annum, payable on April 1 and October 1 of each year, commencing April 1, 2024, or such later date as shall be determined in the Sale Order, by check or draft mailed by the Transfer Agent to the person or entity which is, as of the 15th day of the month preceding the interest payment date, the registered owner at the registered address as shown on the registration books of the Issuer maintained by the Transfer Agent. The date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the Issuer to conform to market practice in the future. The principal of the Series 2023 Bonds shall be payable at the designated corporate trust office of the Transfer Agent. The Series 2023 Bonds shall be sold at a price not less than 100% or more than 115% of their par value.

The Series 2023 Bonds may be subject to redemption prior to maturity at the times and prices and in the manner finally determined in the Sale Order.

In case less than the full amount of an outstanding Bond is called for redemption, the Transfer Agent upon presentation of the Bond called in part for redemption shall register, authenticate and deliver to the registered owner a new bond in the principal amount of the portion of the original bond not called for redemption. Notice of redemption shall be given in the manner specified in the form of the Bonds contained in Section 14 of this Ordinance.

Section 5. Execution of Bonds. The Series 2023 Bonds shall be executed in the name of the Issuer with the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Clerk and Treasurer and shall have a facsimile of the Issuer's seal printed on them. No Bond executed by facsimile signatures shall be valid until authenticated by an authorized signer of the Transfer Agent. The Series 2023 Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser thereof in accordance with instructions from the Director of Finance of the Issuer upon payment of the purchase price for the Series 2023 Bonds in accordance with the bid therefor when accepted. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

Section 6. Registration and Transfer. Any Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer

shall execute and the transfer agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The Transfer Agent shall not be required (i) to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business 15 days before the day of the giving of a notice of redemption of Bonds selected for redemption as described in the form of Bonds contained herein and ending at the close of business on the day of that giving of notice, or (ii) to register the transfer of or exchange any Bond so selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part.

The Transfer Agent shall keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Series 2023 Bonds, which shall at all times be open to inspection by the Issuer; and, upon presentation for such purpose, the Transfer Agent shall, under such reasonable regulations as it may prescribe, transfer or cause to be transferred, on said books, Bonds as hereinbefore provided.

If any Bond shall become mutilated, the Issuer, at the expense of the holder of the Bond, shall execute, and the Transfer Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond, upon surrender to the Transfer Agent of the mutilated Bond. If any Bond issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the Transfer Agent and, if this evidence is satisfactory to both and indemnity satisfactory to the Transfer Agent shall be given, and if all requirements of any applicable law including Act 354, Public Acts of Michigan, 1972, as amended (“Act 354”), being sections 129.131 to 129.135, inclusive, of the Michigan Compiled Laws have been met, the Issuer, at the expense of the owner, shall execute, and the Transfer Agent shall thereupon authenticate and deliver, a new Bond of like tenor and bearing the statement required by Act 354, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond the Transfer Agent may pay the same without surrender thereof.

The Bonds may be issued in book-entry-only form through the Depository Trust Company in New York, New York (“DTC”) and any officer of the City is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry-only form and to make such changes in the Bond form within the parameters of this resolution as may be required to accomplish the foregoing.

Section 7. Payment of Series 2023 Bonds. The Series 2023 Bonds and the interest thereon shall be payable solely and only from the Net Revenues, and to secure such payment, there is hereby recognized a statutory lien upon the whole of the Net Revenues which shall be a first lien to continue until payment in full of the principal of and interest on all Bonds payable from the Net Revenues, or, until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of all Bonds of a series then outstanding, principal and interest on such Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. The statutory first lien referred to herein shall be of equal standing and priority with the City’s Outstanding Senior Lien Bonds and senior in standing

and priority with the City's Outstanding Junior Lien Bonds. Upon deposit of cash or Sufficient Government Obligations, as provided in the previous sentence, the statutory lien shall be terminated with respect to that series of Bonds, the holders of that series shall have no further rights under this Ordinance except for payment from the deposited funds, and the Bonds of that series shall no longer be considered to be outstanding under this Ordinance.

Section 8. Bondholders' Rights; Receiver. The holder or holders of the Bonds representing in the aggregate not less than twenty percent (20%) of the entire principal amount thereof then outstanding, may, by suit, action, mandamus or other proceedings, protect and enforce the statutory lien upon the Net Revenues of the System, and may, by suit, action, mandamus or other proceedings, enforce and compel performance of all duties of the officers of the Issuer, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of the Revenues of the System and the proper application thereof. The statutory lien upon the Net Revenues, however, shall not be construed as to compel the sale of the System or any part thereof.

If there is a default in the payment of the principal of or interest on the Series 2023 Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the Issuer and under the direction of the court, and by and with the approval of the court to perform all of the duties of the officers of the Issuer more particularly set forth herein and in Act 94.

The holder or holders of the Series 2023 Bonds shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Series 2023 Bonds and the security therefor.

Section 9. Rates and Charges. The rates and charges for service furnished by and the use of the System and the methods of collection and enforcement of the collection of the rates shall be those in effect on the date hereof, as the same shall be increased from time to time.

In a case where a tenant is responsible for the payment of the charges for service furnished by the System, and the Issuer is so notified in writing, the Issuer shall require a cash deposit in a sum determined as set forth in Title 13, Chapter 8 of the Issuer's Code of Ordinances, as the same may from time to time be amended, as security for the payment of the charges.

Section 10. No Free Service or Use. No free service or use of the System, or service or use of the System at less than the reasonable cost and value thereof, shall be furnished by the System to any person, firm or corporation, public or private, or to any public agency or instrumentality, including the Issuer.

Section 11. Fixing and Revising Rates. The rates presently in effect in the City are estimated to be sufficient to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the System in good repair and working order, to provide for the payment of the principal of and interest on the Bonds as the same become due and payable, and the maintenance of the reserve therefor and to provide for all other obligations, expenditures and funds for the System required by law and this Ordinance. In addition, the rates shall be set from time to time so that there shall be produced Net

Revenues in an amount equal to 125% of the principal of and interest on the Bonds coming due in each fiscal year. The rates shall be reviewed not less than once a year and shall be fixed and revised from time to time as may be necessary to produce these amounts, and it is hereby covenanted and agreed to fix and maintain rates for services furnished by the System at all times sufficient to provide for the foregoing.

Section 12. Bond Reserve Fund. The Reserve Account in the Bond and Interest Redemption Fund, as established by the Outstanding Ordinances shall be adjusted in such amounts, so that upon issuance of the Series 2023 Bonds, the Bond Reserve Account shall total a sum equal to the lesser of (a) the maximum annual principal and interest requirements on the Bonds outstanding after issuance of the additional Bonds, (b) 125% of the average annual debt service on the Bonds after issuance of the additional Bonds, or (c) an amount equal to 10% of the principal amount of the Bonds. In the event that the amount in said Reserve Account is greater than such largest annual debt service requirement, such excess amount shall be transferred to the Bond and Interest Redemption Fund described herein. If it is necessary to increase the amount in the Bond Reserve Account, the City shall deposit a sum from the moneys on hand in the System prior to delivery of the Bonds so that the Bond Reserve Account is fully funded as of the delivery of the Bonds.

Section 13. Disposition of Bond Proceeds. There is hereby established in a bank insured by the Federal Deposit Insurance Corporation to be selected by the Director of Finance, a separate depository account to be designated "Water Supply and Wastewater System Revenue Bonds, Series 2023 Construction Fund", the moneys from time to time on deposit to be used solely to pay the cost of the Project and the incidental costs set forth in Section 4 of this Ordinance. The proceeds of sale of the Series 2023 Bonds shall be allocated and used as follows, or as set forth in the Sale Order:

First, any accrued interest shall be deposited into the Bond and Interest Redemption Fund established by the Outstanding Ordinances.

Second, an amount necessary to fully fund the Bond Reserve Account shall be deposited into the Bond Reserve Account in the Bond and Interest Redemption Fund, unless the City determines to use funds on hand to fund the Bond Reserve Account to the necessary level.

Third, the amount of funds necessary to pay the costs of the Project, as set forth in the Sale Order, shall be deposited in the Water Supply and Wastewater System Revenue Bonds, Series 2023 Construction Fund. Moneys in the Construction Fund shall be applied solely in payment of the cost of the acquisition and construction of the Project, including any engineering expenses incident thereto. The investment of the Bonds shall be limited as may be required by federal law.

Fourth, the remaining proceeds of the Series 2023 Bonds shall be used to pay the costs of issuance of the Series 2023 Bonds.

Any unexpended balance of the proceeds of sale of the Bonds in the Construction Fund remaining after completion of the Project may, in the discretion of the Issuer, be used for further improvements and extensions to the System: provided, that, at the time of such expenditure, such use be approved by the Michigan Department of Treasury. Any remaining balance after such expenditure, or in the event no expenditure is made, the entire unexpended balance shall be paid into the Bond and Interest Redemption Fund and used for the redemption or purchase of callable Bonds or for any other purpose permitted by Act 94. The proceeds of sale of said bonds may be invested in whole or in part in the manner provided by Act 94.

Section 14. Bond Form. The Series 2023 Bonds shall be in substantially the following form with such changes as may be approved by an Authorized Officer and Bond Counsel:

[Form of Bond]

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF WAYNE

**CITY OF LIVONIA
WATER SUPPLY AND WASTEWATER SYSTEM REVENUE BOND, SERIES 2023**

Interest <u>Rate</u>	Maturity <u>Date</u>	Date of <u>Original Issue</u>	<u>CUSIP</u>
	October 1, 20__	_____, 2023	

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT: _____ Dollars (\$_____)

The City of Livonia, County of Wayne, State of Michigan (the “Issuer”), for value received, hereby promises to pay, solely and only out of the hereinafter described Net Revenues of the Issuer’s Water Supply and Wastewater System (hereinafter defined) the Principal Amount shown above in lawful money of the United States of America to the Registered Owner shown above, or registered assigns, on the Maturity Date shown above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue shown above or such later date to which interest has been paid, until paid, at the Interest Rate per annum shown above, first payable on April 1, 2024, and semiannually thereafter. Principal of this bond is payable upon surrender of this bond at the corporate trust office of _____, _____, Michigan (the “Transfer Agent”) or such other Transfer Agent as the Issuer may hereafter designate by notice mailed to the registered owner not less than 60 days prior to any interest payment date. Interest on this bond is payable by check or draft mailed by the Transfer Agent to the person or entity who is, as of the 15th day of the month preceding the interest payment date, the registered owner of record, at the registered address as shown on the registration books of the Issuer kept by the Transfer Agent. For prompt payment of principal and interest on this bond, the Issuer has irrevocably pledged the revenues of the Water Supply and Wastewater System of the Issuer (the

“System”), including all appurtenances, extensions and improvements thereto, after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the “Net Revenues”), and a statutory first lien thereon is hereby recognized and created.

This bond is one of a series of bonds of even Date of Original Issue aggregating the principal sum of _____ Dollars (\$ _____), issued pursuant to Ordinances Nos. 2179, 2945, 2963, 2979, 3117, 3147 and _____ of the Issuer, duly adopted by the City Council of the Issuer (together, the “Ordinances”), and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended, for the purpose of paying the cost of acquiring and constructing additions, extensions and improvements to the System.

For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of equal standing as to the Net Revenues may hereafter be issued and the general covenants and provisions pursuant to which this bond is issued, reference is made to the Ordinances. The bonds of this issue are of equal standing and priority of lien as to the Net Revenues with the Issuer’s (a) Water Supply and Wastewater System Revenue Bonds, Series 2013, (b) Water Supply and Wastewater System Revenue Bonds, Series 2014, and (c) Water Supply and Wastewater System Revenue Bonds, Series 2015 (together the “Outstanding Bonds”).

Bonds of this issue maturing in the years 2024 to 2033, inclusive, are not subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 maturing in the year 2034 and thereafter may be redeemed at the option of the Issuer, in such order as the Issuer shall determine and within any maturity by lot, on any date on or after October 1, 2033 at par and accrued interest to the date fixed for redemption.

[insert any mandatory redemption or extraordinary redemption provisions]

In case less than the full amount of an outstanding bond is called for redemption the Transfer Agent upon presentation of the bond called in part for redemption shall register, authenticate and deliver to the registered owner a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption of any bond or portion thereof shall be given by the Transfer Agent at least thirty (30) days prior to the date fixed for redemption by mail to the registered owner at the registered address shown on the registration books kept by the Transfer Agent. Bonds shall be called for redemption in multiples of \$5,000 and any bond of a denomination of more than \$5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the bond by \$5,000 and such bond may be redeemed in part. Notice of redemption for a bond redeemed in part shall state that upon surrender of the bond to be redeemed a new bond or bonds in aggregate principal amount equal to the unredeemed portion of the bonds surrendered shall be issued to the registered owner thereof. No further interest on a bond or portion thereof called for redemption shall accrue after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem the bond or portion thereof.

This bond is a self-liquidating bond and is not a general obligation of the Issuer and does not constitute an indebtedness of the Issuer within any constitutional, statutory or charter debt limitation of the Issuer but is payable solely and only, both as to principal and interest, from the Net Revenues of the System. The principal of and interest on this bond are secured by the statutory lien hereinbefore mentioned.

The Issuer has covenanted and agreed, and does hereby covenant and agree, to fix and maintain at all times while any bonds payable from the Net Revenues of the System shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the interest on and the principal of the bonds of this issue, the Outstanding Bonds and any additional bonds of equal standing as and when the same shall become due and payable, and to create and maintain a bond redemption fund (including a bond reserve account) therefor, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Ordinances.

This bond is transferable only upon the books of the Issuer kept for that purpose at the office of the Transfer Agent by the registered owner hereof in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Ordinances authorizing the bonds, and the Outstanding Bonds, and upon the payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of this bond and the series of bonds of which this is one have been done and performed in regular and due time and form as required by law.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City of Livonia, County of Wayne, State of Michigan, by its City Council, has caused this bond to be executed with the facsimile signatures of its Mayor, its City Clerk and its Treasurer, and a facsimile of its corporate seal to be printed on this bond, all as of the Date of Original Issue.

CITY OF LIVONIA

By: _____
Mayor

(Seal)

Countersigned:

By: _____

City Clerk

By: _____
Treasurer

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned Ordinances.

_____,
_____, Michigan
Transfer Agent

By: _____
Authorized Signatory

Date of Registration: _____

[End of Bond Form]

Section 15. Adjustment of Bond Terms. The Authorized Officers are each hereby authorized to adjust the final bond details as set forth herein to the extent necessary or convenient to complete the sale of the Series 2023 Bonds and in pursuance of the forgoing are each authorized to exercise the authority and make the determinations pursuant to Sections 7a(1)(c)(i) and (v) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, date of issuance, interest payment dates, redemption rights, and other matters within the parameters established by this Ordinance.

Section 16. Notice of Sale; Sale Order; Award of Sale of Series 2023 Bonds. The Authorized Officers are each hereby authorized to fix a date of sale for the Series 2023 Bonds and to publish a notice of sale of the Series 2023 Bonds in The Bond Buyer, New York, New York, which notice of sale shall be in the form as recommended by the City's Bond Counsel. The Authorized Officers are each hereby authorized on behalf of the City to execute a Sale Order awarding the sale of the Series 2023 Bonds to the bidder whose bid meets the requirements of law and the terms of the Official Notice of Sale as published; *provided* that the true interest cost on the Series 2023 Bonds shall not exceed 5.75%, the final maturity of the Series 2023 Bonds shall not exceed twenty-one (21) years from the date of issuance and the maximum price shall not exceed 115% of the par value of the Series 2023 Bonds..

The Authorized Officers are each hereby authorized on behalf of the City to execute a Sale Order evidencing the final terms of the Series 2023 Bonds, and to take all other necessary actions required to effectuate the sale, issuance and delivery of the Series 2023 Bonds within the parameters authorized in this Ordinance.

Section 17. Tax Covenant; Qualified Tax-Exempt Obligations. The Issuer shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Series 2023 Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the “Code”), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of the proceeds of the Series 2023 Bonds and moneys deemed to be proceeds of the Series 2023 Bonds. The Issuer hereby designates the Series 2023 Bonds as “qualified tax-exempt obligations” for purposes of deduction of interest expense by financial institutions pursuant to the Code.

Section 18. Continuing Disclosure. The City covenants to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Series 2023 Bonds in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, and the Authorized Officers are each hereby authorized to execute such undertaking prior to delivery of the Series 2023 Bonds.

Section 19. Other Matters. The Authorized Officers are each authorized and directed to (a) approve the circulation of a preliminary official statement describing the Series 2023 Bonds and to deem the preliminary official statement “final” for purposes of Rule 15c2-12 of the SEC; (b) solicit bids for and approve the purchase of a municipal bond insurance policy for the Series 2023 Bonds; (c) apply for ratings on the Series 2023 Bonds; and (d) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the Series 2023 Bonds.

Section 20. Appointment of Bond Counsel. The appointment of the law firm of Miller, Canfield, Paddock and Stone, P.L.C. of Detroit, Michigan, as Bond Counsel for the Series 2023 Bonds is hereby confirmed, notwithstanding its periodic representation in unrelated matters of potential parties to the Bonds.

Section 21. Appointment of Municipal Advisor. PFM Financial Advisors LLC, Ann Arbor, Michigan, is hereby appointed as municipal advisor for the Series 2023 Bonds.

Section 22. Savings Clause. The Outstanding Ordinances shall continue in effect, except as specifically supplemented or altered herein.

Section 23. Severability; Paragraph Headings; and Conflict. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be part of this Ordinance.

Section 24. Publication and Recordation. This Ordinance shall be published in full in the ***Detroit Legal News***, a newspaper of general circulation in the City, qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the Issuer and such recording authenticated by the signatures of the Mayor and City Clerk.

Section 25. Effective Date. Pursuant to the provisions of Section 6 of Act 94, this Ordinance shall be approved on the date of first reading and accordingly this Ordinance shall immediately be effective upon its adoption.

Adopted and signed this 18th day of September, 2023.

Signed: _____
Mayor

Signed: _____
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Livonia, County of Wayne, Michigan, at a Regular Meeting held on September 18, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

I further certify that the following Members were present at said meeting: _____
and that the following Members were absent: _____.

I further certify that Member _____ moved adoption of said Ordinance, and that said motion was supported by Member _____.

I further certify that the following Members voted for adoption of said Ordinance: _____
and that the following Members voted against adoption of said Ordinance: _____.

The above ordinance was passed at the regular meeting of the Council of the City of Livonia held Monday, September 18, 2023 at 7:00 p.m.

Susan M. Nash, City Clerk

The foregoing ordinance was authenticated by me on this __ day of September, 2023.

Maureen Miller Brosnan, Mayor

Approved as to form:

_____, City Attorney
Dated: September __, 2023

41065234.1/053428.00096

From: [Colis, Thomas D.](#)
To: [Slater, Michael](#); [Kumpula, Connie](#); [Schilk, Jennifer](#); [Sarah Moore](#); [Vincent Hayes](#); [Jacob Murphy](#); [Paul Stauder](#); [Kari Blanchett](#)
Cc: [Dimov, Sylvia](#)
Subject: City of Livonia :: Water Supply and Wastewater System Senior Lien Revenue Bonds, Series 2023 :: Ordinance/Notice of Sale Resolution [MCPS-ACTIVE.FID3082237]
Date: Friday, September 1, 2023 9:29:07 AM
Attachments: [Bond Ordinance \(2023 Water Supply and Wastewater System Senior Lien Revenue Bonds\)\(41065234.1\).docx](#)
[Notice of Sale Resolution - 2023 Water Supply and Wastewater System Senior Lien Revenue Bonds\(41065245.1\).docx](#)

Good Morning,

I have attached drafts of the Ordinance and the Notice of Sale Resolution in connection with the Water Supply and Wastewater System Revenue Bonds, Series 2023 for consideration by City Council at its meeting on September 18, 2023. Because the Revenue Bond Act requires the Ordinance to be published in full in the paper, for competitively sold issues that require an official notice of sale we typically prepare a separate Notice of Sale Resolution to reduce the amount of information that needs to be included in the Ordinance, and thereby reducing the cost of the publication of the Ordinance.

The Ordinance has been prepared using the bond specifications provided by PFM Financial Advisors. It provides, among other things, for the issuance of a single series of senior lien revenue bonds in the maximum amount of \$6,500,000 to be sold pursuant to a competitive sale. It delegates the authority to award the bonds following the sale pursuant to a Sale Order within the parameters set forth in the Ordinance. It also designates the bonds as “qualified tax-exempt obligations” pursuant to the Internal Revenue Code.

As indicated above, following adoption of the Ordinance, it needs to be published in full in the newspaper. There are no size requirements for the publication of the Ordinance. I have listed the Detroit Legal News as the paper for publication. That is the paper where the notice of intent was published. The Notice of Sale Resolution does not need to be published. We will arrange for the publication of the Notice of Sale in the Bond Buyer prior to the bond sale.

Please contact me with any questions or comments.

Enjoy the Labor Day weekend!

Tom

Thomas D. Colis | Principal
Miller Canfield
150 West Jefferson Avenue, Suite 2500
Detroit, Michigan 48226 (US)
T +1.313.496.7677 | F +1.313.496.7500 | M +1.313.815.6910

	
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NOTICE OF SALE RESOLUTION
WATER SUPPLY AND WASTEWATER SYSTEM REVENUE BONDS, SERIES 2023

CITY OF LIVONIA
County of Wayne, Michigan

Minutes of a regular meeting of the City Council of the City of Livonia, County of Wayne, State of Michigan, held on September 18, 2023 at 7:00 o'clock p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City of Livonia, County of Wayne, State of Michigan (the "City"), has by an Ordinance duly adopted as of the date hereof (the "Ordinance"), authorized the issuance and sale of not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000) in principal amount of the City's Water Supply and Wastewater System Revenue Bonds, Series 2023 (the "Bonds"); and

WHEREAS, it is necessary to authorize and approve the publication of a notice of sale in accordance with the Ordinance.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization to Fix Date of Sale. The City's Director of Finance is hereby authorized and directed to fix the date for the sale of the Bonds.

2. Publication of Notice of Sale. The City Clerk shall cause an official Notice of Sale of the Bonds to be published in the Bond Buyer, New York, New York at least seven (7) full days before the date fixed for sale.

3. Form of Notice of Sale. The Notice of Sale of the Bonds shall be in substantially the following form:

OFFICIAL NOTICE OF SALE
\$6,500,000*
CITY OF LIVONIA
COUNTY OF WAYNE, STATE OF MICHIGAN
WATER SUPPLY AND WASTEWATER SYSTEM REVENUE BONDS, SERIES 2023
**Subject to adjustment as set forth in this Notice of Sale*

Bids for the purchase of the above bonds will be received in the manner described in this Official Notice of Sale on Tuesday, October 17, 2023 until 11:00 a.m., prevailing Eastern Time, at which time and place said bids will be publicly opened and read.

ELECTRONIC BIDS: Bidders may submit bids for the purchase of the above bonds as follows:

Electronic bids may be submitted to the Municipal Advisory Council of Michigan at munibids@macmi.com; provided that electronic bids must arrive before the time of sale and the bidder bears all risks of transmission failure.

Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or CLIENT SERVICES, 1359 Broadway, Second Floor, New York, New York 10010, (212) 849-5021. IF ANY PROVISION OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BIDCOMP/PARITY, AS THE APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE SHALL CONTROL.

Bidders may choose any means or location to present bids but a bidder may not present a bid in more than one location or by more than one means.

BOND DETAILS: The bonds will be registered bonds of the denomination of \$5,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, originally dated as of the date of delivery, numbered in order of registration, and will bear interest from their date payable on April 1, 2024, and semiannually thereafter.

The bonds will mature on the 1st day of October in each of the years, as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2024	\$205,000	2034	\$320,000
2025	215,000	2035	335,000
2026	225,000	2036	350,000
2027	235,000	2037	365,000
2028	250,000	2038	385,000
2029	260,000	2039	400,000
2030	270,000	2040	420,000
2031	280,000	2041	440,000
2032	295,000	2042	460,000
2033	310,000	2043	480,000

***ADJUSTMENT OF TOTAL PAR AMOUNT OF BONDS AND PRINCIPAL MATURITIES:** The City reserves the right to decrease the aggregate principal amount of the bonds after receipt of the bids and prior to final award, if necessary, so that the purchase price of the bonds will provide an amount determined by the City to be sufficient to construct the project and to pay costs of issuance of the bonds. The adjustments, if necessary, will be in increments of \$5,000. The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

***ADJUSTMENT TO PURCHASE PRICE:** Should any adjustment to the aggregate principal amount of the bonds be made by the City, the purchase price of the bonds will be adjusted by the City proportionally to the adjustment in principal amount of the bonds. The adjusted purchase price will reflect changes in the dollar amount of the underwriter's discount and original issue discount/premium, if any, but will not change the per-bond underwriter's discount as calculated from the bid and initial reoffering prices.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at a rate or rates not exceeding 6.50% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/100 of 1%, or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. THE INTEREST BORNE BY BONDS MATURING IN ANY ONE YEAR SHALL NOT BE LESS THAN THE INTEREST RATE BORNE BY BONDS MATURING IN THE PRECEDING YEAR. No proposal for the purchase of less than all of the bonds or at a price that is less than 100% or more than 115% of their par value will be considered.

PRIOR REDEMPTION OF BONDS: Bonds maturing in the years 2024 to 2033, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 maturing in the year 2034 and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after October 1, 2033, at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the transfer agent to redeem said bond or portion thereof.

TERM BOND OPTION: The initial purchaser of the bonds may designate any one or more maturities from 2024 to 2043, inclusive as term bonds and the consecutive maturities on or after the year 2024 which shall be aggregated in the term bonds. The amount of the maturities which are aggregated in a designated term bond shall be subject to mandatory redemption on October 1 of the years and in the amounts set forth in the above maturity schedule at a redemption

price of par, plus accrued interest to the date of mandatory redemption. Term bonds or portions thereof mandatorily redeemed shall be selected by lot. Any such designation must be made at the time bids are submitted and must be listed on the bid.

BOOK-ENTRY ONLY: The bonds will be issued in book-entry only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository for the bonds. In the event of registration with DTC, the purchaser will not receive certificates representing their interest in bonds purchased. It will be the responsibility of the purchaser to obtain DTC eligibility. Failure of the purchaser to obtain DTC eligibility shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the bonds. In the alternative, the successful bidder may request bond certificates to be delivered to the purchaser as one fully registered bond per maturity.

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at the corporate trust office of _____, _____, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner of record not less than 60 days prior to an interest payment date. Interest shall be paid by check mailed to the registered owner of record as shown on the registration books of the City as of the 15th day of the month preceding an interest payment date. The bonds will be transferred only upon the registration books of the City kept by the transfer agent.

PURPOSE AND SECURITY: The bonds are issued under the provisions of Act 94, Public Acts of Michigan, 1933, as amended, and certain Ordinances of the City, for the purpose of defraying the cost of acquiring and constructing additions, extensions and improvements to the City’s Water Supply and Wastewater System (the “System”). The bonds are payable solely and only from the Net Revenues of the System and any additions thereto, and a statutory first lien on said Net Revenues has been established by said Ordinances. The bonds and said lien are of equal standing and priority of lien as to said Net Revenues with the City’s Water Supply and Wastewater System Revenue Bonds, Series 2013, in the outstanding principal amount of \$2,205,730, the City’s Water Supply and Wastewater System Revenue Bonds, Series 2014, in the outstanding principal amount of \$2,332,014 and the City’s Water Supply and Wastewater System Revenue Bonds, Series 2015, in the outstanding principal amount of \$4,417,894 (together the “Outstanding Bonds”). The Bonds are of senior standing and priority of lien as to said Net Revenues with the City’s Water Supply and Wastewater System Junior Lien Revenue Bonds, Series 2020 and the City’s Water Supply and Wastewater System Junior Lien Revenue Bonds, Series 2021 (together the “Outstanding Junior Lien Bonds”). The City has covenanted and agreed to fix and maintain at all times while any of such bonds shall be outstanding such rates for service furnished by the System as shall be sufficient to provide for payment of the necessary expenses of operation, maintenance and administration of the System, to produce net revenues equal to one-hundred twenty-five percent (125%) of the annual principal and interest on all of said bonds when due, to maintain a bond reserve account therefor, and to provide for such other expenditures and funds for the System as are required by said Ordinances.

The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors’ rights generally now existing or hereafter enacted and by the application of general principles of equity including those relating to equitable

subordination.

ADDITIONAL BONDS: For the terms upon which additional bonds of equal standing with the bonds of this issue and the Outstanding Bonds as to the Net Revenues of the System may be issued, reference is made to the above described Ordinances.

AWARD OF BONDS-TRUE INTEREST COST: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on April 1, 2024 and semi-annually thereafter) necessary to discount the debt service payments from their respective payment date to November 2, 2023 in an amount equal to the bid price, excluding accrued interest, if any. For the purpose of computing the true interest cost, the bonds shall be deemed to become due in the principal amounts and at the times set forth above, whether the bonds are serial bonds or mandatory sinking fund redemptions for such term bonds. Each bidder shall state in its bid the true interest cost to the City, computed in the manner specified above.

TAX MATTERS: In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., bond counsel, under existing law, assuming compliance with certain covenants, interest on the bonds is excludable from gross income for federal income tax purposes as described in the opinion, and the bonds and interest thereon are exempt from all taxation by the State of Michigan or by any taxing authority within the State of Michigan except estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

ISSUE PRICE: The winning bidder shall assist the City in establishing the issue price of the bonds and shall execute and deliver to the City at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached either as Appendix H or Appendix I of the preliminary official statement, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the bonds) will apply to the initial sale of the bonds (the “Competitive Sale Requirements”) because:

- a. the City is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- b. all bidders shall have an equal opportunity to bid;
- c. the City anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- d. the City anticipates awarding the sale of the bonds to the bidder who submits a firm offer to purchase the bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the bonds, as specified in the bid.

In the event that all of the Competitive Sale Requirements are not satisfied, the City shall so advise the winning bidder. The City will not require bidders to comply with the “hold-the-offering price rule” (as described below), and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity, though the winning bidder, in consultation with the City, may elect to apply the “hold-the-offering price rule” (as described below). Bids will not be subject to cancellation in the event the Competitive Sale Requirements are not satisfied. Unless a bidder intends to apply the “hold-the-offering price rule” (as described below), bidders should prepare their bids on the assumption that all of the maturities of the bonds will be subject to the 10% Test (as described below). The winning bidder must notify the Issuer of its intention to apply either the “hold-the-offering price rule” or the 10% Test at or prior to the time the bonds are awarded.

If the winning bidder does not request that the “hold-the-offering price rule” apply to determine the issue price of the bonds, then the following two paragraphs shall apply:

- a. The Issuer shall treat the first price at which 10% of a maturity of the bonds (the “10% Test”) is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the Issuer if any maturity of the Bonds satisfies the 10% Test as of the date and time of the award of the bonds; and
- b. Until the 10% Test has been satisfied as to each maturity of the bonds, the winning bidder agrees to promptly report to the Issuer the prices at which the unsold bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until either (i) all bonds of that maturity have been sold or (ii) the 10% Test has been satisfied as to the bonds of that maturity, provided that, the winning bidder’s reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel.

If the winning bidder does request that the “hold-the-offering price rule” apply to determine the issue price of the bonds, then the following three paragraphs shall apply:

- a. The winning bidder, in consultation with the Issuer, may determine to treat (i) pursuant to the 10% Test, the first price at which 10% of a maturity of the bonds is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity (the “hold-the-offering price rule”), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the Issuer if any maturity of the bonds satisfies the 10% Test as of the date and time of the award of the bonds. The winning bidder shall promptly advise the Issuer, at or before the time of award of the bonds, which maturities of the bonds shall be subject to the 10% Test or shall be subject to the hold-the-offering price rule or both.

- b. By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the bonds to the public on or before the date of the award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder, and (ii) if the hold-the-offering-price rule applies, agree, on behalf of the underwriters participating in the purchase of the bonds, that the underwriters will neither offer nor sell unsold bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:
- i. the close of the fifth (5th) business day after the sale date; or
 - ii. the date on which the underwriters have sold at least 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public;

The winning bidder shall promptly advise the Issuer when the underwriters have sold 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

- c. The Issuer acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue

price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds.

By submitting a bid, each bidder confirms that:

- a. any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, (A)(i) to report the prices at which it sells to the public the unsold bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all bonds of that maturity allocated to it have been sold or it is notified by the winning bidder that the 10% Test has been satisfied as to the bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the winning bidder, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, (B) to promptly notify the winning bidder of any sales of bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the bonds to the public (each such term being used as defined below), and (C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.
- b. any agreement among underwriters or selling group agreement relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (i) report the prices at which it sells to the public the unsold bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all bonds of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% Test has been satisfied as to the bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter, and (ii) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

Sales of any bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of establishing issue price. Further, for purposes of this Notice of Sale:

- a. “public” means any person other than an underwriter or a related party,

- b. “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the bonds to the public);
- c. a purchaser of any of the bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and
- d. “sale date” means the date that the bonds are awarded by the Issuer to the winning bidder.

QUALIFIED TAX EXEMPT OBLIGATIONS: The City has designated the bonds as “qualified tax exempt obligations” for purposes of deduction of interest expense by financial institutions pursuant to the Code.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, a copy of which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C. for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the above bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials. In submitting a bid for the bonds, the bidder agrees to the representation of the City by Miller, Canfield, Paddock and Stone, P.L.C., as bond counsel.

DELIVERY OF BONDS: The City will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC in New York, New York. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of delivery of the bonds. If the bonds are not tendered for delivery by twelve o’clock noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned. Payment for the bonds

shall be made in Federal Reserve Funds.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the bonds, but neither the failure to print such numbers on any bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the bonds. Application for CUSIP numbers will be made by PFM Financial Advisors LLC, financial advisors to the City. The CUSIP Service Bureau's charge for the assignment of CUSIP identification numbers shall be paid by the purchaser.

OFFICIAL STATEMENT: An electronic copy of the preliminary Official Statement that the City deems to be final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12 of the Securities and Exchange Commission, has been prepared and may be obtained from PFM Financial Advisors LLC, financial advisors to the City, at the email address and telephone listed under MUNICIPAL ADVISOR below. PFM Financial Advisors LLC will provide the winning bidder with an electronic copy of the final Official Statement within 7 business days from the date of sale to permit the purchaser to comply with Securities and Exchange Commission Rule 15c2-12. Within 24 hours of the time of sale, the purchaser may request printed copies of the Official Statement from PFM Financial Advisors LLC. The purchaser agrees to pay the cost of additional copies.

BOND INSURANCE AT PURCHASER'S OPTION: If the bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the bonds. Any and all increased costs of issuance of the bonds resulting from such purchase of insurance shall be paid by the purchaser, except that if the City has requested and received a rating on the bonds from a rating agency, the City shall pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE CITY.

CONTINUING DISCLOSURE: As described more fully in the Official Statement, the City has agreed to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, on or prior to the last day of the sixth month after the end of each fiscal year commencing with the fiscal year ending November 31, 2023, (i) certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the bonds, (ii) timely notice of the occurrence of certain material events with respect to the bonds and (iii) timely notice of a failure by the City to provide the required annual financial information on or before the date specified in (i) above.

MUNICIPAL ADVISOR: Further information relating to the bonds may be obtained from PFM Financial Advisors LLC, 555 Briarwood Circle, Suite 333, Ann Arbor, Michigan, 48108. Telephone: (734) 994-9700, Facsimile: (734) 994-9710.

BIDDER CERTIFICATION: NOT "IRAN-LINKED BUSINESS" By submitting a

bid, the bidder shall be deemed to have certified that it is not an “Iran-Linked Business” as defined in Act 517, Michigan Public Acts of 2012, being MCL 129.311 et. seq.

THE RIGHT IS RESERVED TO REJECT ANY AND ALL BIDS.

Susan M. Nash
City Clerk
City of Livonia

4. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Susan M. Nash, City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Livonia, County of Wayne, State of Michigan, at a regular meeting held on September 18, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Susan M. Nash, City Clerk

41065245.1/053428.00096



555 Briarwood Circle
Suite 333
Ann Arbor, MI 48108

734-997-9700
734-994-9710 fax
www.pfm.com

FINANCING TIMETABLE - **DRAFT**

City of Livonia County of Wayne, State of Michigan Water Supply and Wastewater System Senior Lien Revenue Bonds, Series 2023

AUGUST							SEPTEMBER							OCTOBER							NOVEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	7			1	2	3	4	
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		

DATE	✓ ACTION REQUIRED	RESPONSIBLE PARTY
Mon, Jun 26, 2023	✓ City Council Passes Notice of Intent Resolution	City
Thu, Jul 06, 2023	✓ City Publishes Notice of Intent Resolution - 45 Day Referendum Period Begins	City
Thu, Aug 10, 2023	✓ 45 Day Referendum Period Expires	City / BC
Tue, Aug 29, 2023	✓ PFM to Provide Bond Specifications to Bond Counsel	PFM
Fri, Sep 01, 2023	Bond Counsel to circulate draft Bond Ordinance for review and comment	BC
Wed, Sep 06, 2023	PFM circulates draft Preliminary Official Statement ("POS") to working group for review/comment	PFM
Wed, Sep 06, 2023	Initial package sent to rating agency	PFM
Week of Sept. 11th	Due diligence call on POS - Date and Time to be Confirmed	All Parties
Fri, Sep 15, 2023	PFM to recirculate updated draft POS to working group for final review	PFM
Week of Sept. 18th	Rating Agency call	PFM / City
Mon, Sep 18, 2023	City Council Adopts Bond Ordinance	City
Tue, Sep 19, 2023	Updated POS sent to rating agency and packages sent to insurance companies	PFM
Week of Sept. 25th	City publishes Bond Ordinance	City
Thu, Sep 28, 2023	Bond Rating released	PFM
Fri, Sep 29, 2023	Insurance bids due	--
Wed, Oct 04, 2023	POS published / distributed	PFM / BC
Mon, Oct 09, 2023	Official Notice of Sale published	BC
Tue, Oct 17, 2023	Tentative Bond Sale and Award of Bonds (11:00 am)	All parties
Thu, Oct 19, 2023	Draft Final Official Statement circulated	PFM
Mon, Oct 23, 2023	Draft closing memo distributed	PFM
Tue, Oct 24, 2023	Print Final Official Statement	PFM
Fri, Oct 27, 2023	Final closing memo distributed	PFM
Thu, Nov 02, 2023	Tentative Bond closing - via phone/wire - City receives bond proceeds	All parties
Nov. 2023	Security report filed with Department of Treasury	BC

Legend:

City = City of Livonia

BC = Miller Canfield (Bond Counsel)

PFM = PFM Financial Advisors LLC (Financial Advisor)

Regular Meeting Minutes of June 26, 2023

On a motion by Councilmember Bahr, with the support of Councilmember Morgan, it was:

#193-23 WHEREAS, the City of Livonia, County of Wayne, State of Michigan (the "City"), has determined that it is necessary for the public health, safety and welfare of the City to acquire, construct, furnish and equip improvements to the water supply system of the City's existing Water Supply and Sewage Disposal System (the "System"), including the replacement and upsizing of water mains in the City, together with all related appurtenances and attachments thereto (the "Project"); and

WHEREAS, the Revenue Bond Act, Act 94, Public Acts of Michigan, 1933, as amended ("Act 94"), provides a means for financing the purchase, acquisition, construction, improvement, enlargement, extension, and repair of public improvements such as the Project through the issuance of revenue bonds; and

WHEREAS, the issuance of bonds payable from revenues of the System under Act 94 in a total amount not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000) (the "Bonds"), for the purpose of financing all or part of the Project represents the most practical means to that end; and

WHEREAS, a notice of intent to issue revenue bonds must be published before the issuance of the Bonds in order to comply with the requirements of Section 33 of Act 94; and

WHEREAS, the City intends at this time to state its intentions to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the City for the Project prior to issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is hereby authorized and directed to publish a notice of intent to issue the Bonds in the *Detroit Legal News*, a newspaper of general circulation in the City.
2. The notice of intent shall be published as a display advertisement not less than one-quarter (1/4) page in size in substantially the form attached to this resolution as Exhibit A.
3. The City Council does hereby determine that the foregoing form of Notice of Intent to Issue Bonds, and the manner of publication directed, is adequate notice to the electors of the City and users of the System, and is the method best calculated to give them notice of the City's intent to issue the Bonds, the purpose of the Bonds, the security for the Bonds, and the right of referendum of the electors with respect thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

Regular Meeting Minutes of June 26, 2023

4. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:
 - (a) As of the date hereof, the City reasonably expects to reimburse the City for the expenditures described in (b) below with proceeds of debt to be incurred by the City.
 - (b) The expenditures described in this paragraph (b) are for the costs of acquiring and constructing the Project which were or will be paid subsequent to sixty (60) days prior to the date hereof.
 - (c) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$6,500,000.
5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

EXHIBIT A

NOTICE TO TAXPAYERS AND ELECTORS OF THE CITY OF LIVONIA AND TO USERS OF THE CITY'S WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM OF INTENT TO ISSUE REVENUE BONDS AND THE RIGHT OF REFERENDUM RELATING THERETO.

PLEASE TAKE NOTICE that the City Council of the City of Livonia, County of Wayne, State of Michigan (the "City"), intends to issue and sell revenue bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended, in one or more series, in a total amount not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000), for the purpose of paying all or part of the cost to acquire, construct, furnish and equip improvements to the water supply system of the City's existing Water Supply and Sewage Disposal System, including the replacement and upsizing of water mains in the City, together with all related appurtenances and attachments thereto.

SOURCE OF PAYMENT OF REVENUE BONDS

THE PRINCIPAL OF AND INTEREST ON THE REVENUE BONDS SHALL BE PAYABLE solely from the revenues received by the City from the operations of the Water Supply and Sewage Disposal System (the "System"). The revenues will consist of rates and charges billed to the users of the System, a schedule of which is presently on file in the office of the City Clerk. The rates and charges may from time to time be revised to provide sufficient revenues to provide for the expenses of operating and maintaining the System, to pay the principal of and interest on the bonds and to pay other obligations of the System.

BOND DETAILS

Regular Meeting Minutes of June 26, 2023

THE REVENUE BONDS will be payable in annual installments not to exceed twenty (20) in number and will bear interest at the rate or rates to be determined at public or private sale but in no event to exceed such rates as may be permitted by law on the unpaid balance from time to time remaining outstanding on said bonds.

RIGHT OF REFERENDUM

THE REVENUE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 33, Act 94, Public Acts of Michigan, 1933, as amended.

ADDITIONAL INFORMATION will be furnished at the office of the City Clerk upon request.

Susan M. Nash
City Clerk, City of Livonia



LETTER TO THE LIVONIA CITY COUNCIL

10.

DPW
August 31, 2023

MEETING DATE

R091823

PREPARED BY

Jacob Rushlow, P.E., Assistant Director of Public Works,

AGENDA ITEM

REQUEST TO AUTHORIZE ADDITIONAL EXPENDITURE: Department of Public Works, for the additional scope of work through change order on the Carl Sandburg Branch Library Roof Replacement Project, from the unexpended fund balance of the Capital Projects Fund.

BACKGROUND DETAILS

The Carl Sandburg Library roof replacement project was awarded to KJP Roofing per Council Resolution 327-22. During removal of the existing roof system, it was determined that the original metal roof edging was copper. The design plans called for steel edging along the roof line. As a result, a change order was prepared to replace the edging with copper and additional costs were incurred. During installation of the new roof, it was recognized that additional tapered insulation would be necessary to ensure proper drainage on the roof surface, and a second change order was prepared for the additional tapered insulation. Some of these costs were absorbed by the contingency funds but there was not enough contingency to cover these two change orders. The following is a summary of the project accounting.

Original contract sum: \$238,500

Original council approval: \$267,350 (plus 10% contingency and \$5,000 permit allowance)

Change order #1: \$25,779.00 (new contract sum = \$264,279.00)

Change order #2: \$22,104.00 (new contract sum = \$286,383.00)

Additional fund request = \$19,033.00

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

In order to proceed with payment for these additional scope of work items, the Department of Public Works requests that Council authorize an additional appropriation and expenditure not-to-exceed \$19,033.00 from the unexpended fund balance of the Capital Projects Fund for this contract.

SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)

CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)

DETAILED WORK BEING PERFORMED

FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)

401-000-976-000

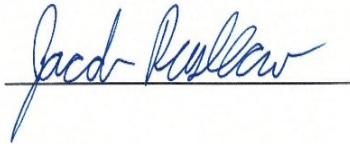
ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc):

ATTACHMENTS

1. Sandburg Library Roof CO1
2. Sandburg Library Roof CO2
3. Sandburg Roof 2022 - Contract
4. 327-22 - Sandburg Roof

APPROVED BY



Jacob Rushlow, P.E., Assistant Director of Public Works

Date: August 31, 2023



Don Rohraff, Director of Public Works

Date: August 31, 2023



Michael Slater, Finance Director

Date: August 31, 2023



Maureen Miller Brosnan, Mayor

Date: September 05, 2023



AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address)

Carl Sandburg Library Roof Replacement
30100 Seven Mile Road
Livonia, MI 48152

CONTRACT INFORMATION:

Contract For: General Construction
Date: November 14, 2022

CHANGE ORDER INFORMATION:

Change Order Number: 001
Date: May 8, 2023

OWNER: (Name and address)

City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

ARCHITECT: (Name and address)

Detroit Architectural Group
30445 Northwestern Hwy, Suite 360
Farmington Hills, MI 48334

CONTRACTOR: (Name and address)

KJP Roofing and Sheet Metal
46958 N. Gratiot, Suite 174
Chesterfield, MI 48051

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	\$	238,500.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	238,500.00
The Contract Sum will be increased by this Change Order in the amount of	\$	25,779.00
The new Contract Sum including this Change Order will be	\$	264,279.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Detroit Architectural Group

ARCHITECT (Firm name)

Brandon M. Kritzman

SIGNATURE

Brandon M. Kritzman, Principal

PRINTED NAME AND TITLE

May 4, 2023

DATE

KJP ROOFING

CONTRACTOR (Firm name)

JASON PRIESKORN

SIGNATURE

JASON PRIESKORN, PRESIDENT

PRINTED NAME AND TITLE

MAY 10TH, 2023

DATE

City of Livonia

OWNER (Firm name)

Jacob Rushlow

SIGNATURE

Jacob Rushlow, DPW

PRINTED NAME AND TITLE

5/11/2023

DATE

**AIA®****Document G701® – 2017****Change Order**

PROJECT: (Name and address)
 21-143 Sandburg Library
 30100 Seven Mile Road
 Livonia, MI 48152

CONTRACT INFORMATION:
 Contract For: General Construction
 Date: November 14, 2022

CHANGE ORDER INFORMATION:
 Change Order Number: 002
 Date: August 29, 2023

OWNER: (Name and address)
 City of Livonia
 33000 Civic Center Drive
 Livonia, MI 48154

ARCHITECT: (Name and address)
 Detroit Architectural Group
 30445 Northwestern Hwy, Suite 360
 Farmington Hills, MI 48334

CONTRACTOR: (Name and address)
 KJP Roofing and Sheet Metal
 46958 N. Gratiot, Suite 174
 Chesterfield, MI 48051

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Item 1 - Permit Cost (Reimbursement) - \$3,354.00

Item 2 - Tapered Insulation (@Upper Roof) - \$18,750.00

The original Contract Sum was	\$	238,500.00
The net change by previously authorized Change Orders	\$	25,779.00
The Contract Sum prior to this Change Order was	\$	264,279.00
The Contract Sum will be increased by this Change Order in the amount of	\$	22,104.00
The new Contract Sum including this Change Order will be	\$	286,383.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Detroit Architectural Group

ARCHITECT (Firm name)

SIGNATURE

Brandon M. Kritzman, Principal

PRINTED NAME AND TITLE

08/29/2023

DATE

KJP Roofing and Sheet Metal

CONTRACTOR (Firm name)

SIGNATURE

PRESIDENT

JASON PRESKORU

PRINTED NAME AND TITLE

8/29/2023

DATE

City of Livonia

OWNER (Firm name)

SIGNATURE

Jacob Rushlow, Assistant Director of Public Works

PRINTED NAME AND TITLE

8/30/2023

DATE



CONTRACT
City of Livonia and KJP Roofing
Carl Sandburg Library Roof Replacement Project

THIS CONTRACT, entered into this 14th day of November A.D. 2022 between the CITY OF LIVONIA, hereinafter referred to as the Owner, party of the first part, and **KJP Roofing, 46958 N. Gratiot, Suite 174, Chesterfield, MI 48051** hereinafter referred to as the Contractor, party of the second part.

WITNESSETH, that the said Contractor, for the consideration mentioned in the various items set forth below, by these presents does agree that he will furnish all labor, materials, machinery, tools and equipment and do all things necessary for and incidental to the **Carl Sandburg Library Roof Replacement** project together with appurtenances thereto, as set forth in certain Instructions to Bidders, Proposal, General Conditions, Specifications, Bonds, Plans, Drawings, and the following documents, all of which are attached hereto and made a part of this agreement.

Council Resolution # 327-22

IN CONSIDERATION WHEREOF, said Owner does agree to pay to said Contractor the sum not to exceed two-hundred sixty-seven thousand, three-hundred and fifty Dollars (\$267,350.00) based upon the amounts and sum listed in the Proposal.

For the faithful performance of all and singular terms and stipulations contained in this agreement, said parties respectively bind themselves, their heirs, executors, administrators, successors and assigns.

(continued on page 2)



CONTRACT
City of Livonia and KJP Roofing
Carl Sandburg Library Roof Replacement Project

(continued on page 2)

IN WITNESS WHEREOF, said parties have this day hereunto set their hands and seals, in triplicate.

Witness:

CITY OF LIVONIA, Owner

X _____

By

Maureen Miller Brosnan

X _____

Susan Nash, City Clerk

x Kaileigh Prieskorn

x 
Contractor

JASON PRIESKORN
Print Name

Donald R. Rohraff
Director of Public Works

Michael T. Slater
Director of Finance

Approved as to form:

Department of Law

Pursuant to Resolution # 327-92

Adopted by City Council on 11-2-82

#327-22 RESOLVED, that having considered the report and recommendation of the Capital Outlay and Infrastructure Committee, dated October 10, 2022, submitted pursuant to Council Resolution No. 281-22, and the report and recommendation from the Assistant Director of Public Works, dated August 10, 2022, which bears the signatures of the Director of Public Works, the Director of Finance and the City Attorney, and is approved for submission by the Mayor, regarding the subject matter of the **Carl Sandburg Library roof** replacement, the Council does hereby accept the bid of **KJP Roofing** and Sheet Metal, Inc., 46958 N. Gratiot Avenue, Suite 174, Chesterfield, MI 48051, for performing all work required in connection with the Carl Sandburg Library roof replacement, to include labor, materials, and equipment, in an amount not to exceed **\$267,350.00** (\$238,500.00 quote, plus 10% contingency and \$5,000.00 permit allowance); the same having been the lowest bid received and meets all specifications; FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed \$267,350.00 from funds budgeted in Account No. 401-000-976-000 for this purpose; and the Mayor and City Clerk are hereby authorized to execute a contract, for and on behalf of the City of Livonia with KJP Roofing and Sheet Metal Inc., subject to approval as to form and substance by the Department of Law, and to do all things necessary or incidental to the full performance of this resolution.



LETTER TO THE LIVONIA CITY COUNCIL

11.

Engineering
August 30, 2023

MEETING DATE

Regular Meeting of September
18, 2023

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST FOR ADDITIONAL EXPENDITURE: Engineering Division, re: MEDC Grant - Denmar Drain Channel Improvement Project (CR 159-23)

BACKGROUND DETAILS

Pursuant to Council Resolution No. 159-23, adopted May 22, 2023, the City Council authorized the award of the construction contract to Sole Underground LLC for the MEDC Grant Denmar Drain Improvement Project in the amount of \$199,673.

In order to complete this project, some additional work and items were necessary. These items included; 4-inch thick concrete pavement, 8' high chain link fence, 4' high chain link fence, additional fieldstone 1" -10" and other gravel materials to facilitate the pooling ponds, erosion control blankets, placing 25 native class C trees (5 gallon or 4' – 6' feet tall) including some that had cage protecting from deer and mulch at the base and other miscellaneous materials.

Please note that while under construction there was a significant rain event that occurred at end of July that required re-doing some of the completed work in order to re-establish the channel. Most recently on August 24th, the significant wind storm and rain event caused some additional damage to the project area that needed restoration, along with the re-planting and righting of some of the newly planted trees due to the significant high water level.

In order to close out this project, we respectfully request that the Council approve the following:

- Authorize an additional expenditure in the not-to-exceed amount of \$71,275.50 to Sole Underground, LLC, 5940 Commerce Drive, Westland, Michigan 48185 from the Capital Projects Fund – Land Improvements, Account No. 401-000-974-000. This will bring the total final contract amount with Sole Underground, LLC to \$270,948.50
- Authorize an additional expenditure, for professional services, in the not-to-exceed amount of \$2,030.00 to Engineering Consulting & Technology, Inc., (ECT), 2200 Commonwealth Blvd., Suite 300, Ann Arbor, Michigan 48105 from the Capital Projects Fund – Land Improvements, Account NO. 401-000-974-000. This will bring the total final contract amount with ECT to \$47,000.00.
- Authorize the City Engineer to approve minor adjustments in the work, as required.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

- Authorize an additional expenditure in the not-to-exceed amount of \$71,275.50 to Sole Underground, LLC, 5940 Commerce Drive, Westland, Michigan 48185 from the Capital Projects Fund – Land Improvements, Account No. 401-000-974-000. This will bring the total final contract amount with Sole Underground, LLC to \$270,948.50.
- Authorize an additional expenditure, for professional services, in the not-to-exceed amount of \$2,030.00 to Engineering Consulting & Technology, Inc., (ECT), 2200 Commonwealth Blvd., Suite 300, Ann Arbor, Michigan 48105 from the Capital Projects Fund – Land Improvements, Account NO. 401-000-974-000. This will bring the total final contract amount with ECT to \$47,000.00.
- Authorize the City Engineer to approve minor adjustments in the work, as required.

SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)

n/a

CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)

Sole Underground, LLC increase of \$71,275.50, for a final contract total of \$270,948.50

Environmental Consulting & Technology (ECT) increase of \$2,030.00, for a final contract total of \$47,000.00

DETAILED WORK BEING PERFORMED

Completion of the Denmar Drain Channel Improvement Project

FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)

\$73,305.50 from the Capital Projects Fund - Land Improvements, Account No. 401-000-974-000

ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)

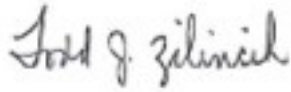
n/a

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): n/a

ATTACHMENTS

1. CR 159-23
2. DenmarDrain_FinalQuantities_02F
3. Livonia_FundingRequestLetter_08.31.2023
4. IMG_0072
5. IMG_0073
6. IMG_0074

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: September 06, 2023



Don Rohraff, Director of Public Works

Date: September 06, 2023



Michael Slater, Finance Director

Date: September 06, 2023



Paul Bernier, City Attorney

Date: September 06, 2023



Maureen Miller Brosnan, Mayor

Date: September 07, 2023

Plymouth Road, in the Southeast ¼ of Section 28, for the development of Comfort Care Senior Living; and

4. To authorize the City Engineer to execute a Wayne County permit on behalf of the City of Livonia in connection with the above storm sewer collection system.

#159-23 RESOLVED, that having considered the report and recommendation of the City Engineer, dated April 27, 2023, submitted pursuant to Council Resolution Nos. 95-22 and 298-22, which bears the signatures of the Director of Public Works, the Director of Finance and the City Attorney, and is approved for submission by the Mayor, to which is attached a Contractor Recommendation from Environmental Consulting & Technology, Inc., 2001 Commonwealth Blvd., Suite 300, Ann Arbor, MI 48105, dated April 26, 2023, in connection with the Denmark Drain Channel Improvement Project, the Council does hereby authorize the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute a contract between the city of Livonia and Sole Underground, LLC, 5940 Commerce Drive, Westland, MI 48185, for performing all work required in connection with the Michigan Economic Development Corporation (MEDC) Grant - Denmark Drain Channel Improvement Project, based upon the Engineering Division's estimate of units involved and subject to a final payment based upon the actual units completed in accordance with the unit prices accepted herein, in an amount not to exceed \$190,165.00, plus 5% for contingency (\$9,508.00), for a total amount not to exceed \$199,673.00; the same having been in fact the lowest bid received which meets all specifications; FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed \$199,673.00 from funds budgeted in Account No. 401-000-974-000 (Capital Projects Fund – Land Improvements) for this purpose, payable to Sole Underground, LLC, 5940 Commerce Drive, Westland, Michigan 48185; and the City Engineer is hereby authorized to approve minor adjustments in the work as it becomes necessary but this authorization does not entitle the City Engineer to authorize any increase in the not to exceed amount or to contract with other parties.

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

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

NAYS: None

On a motion by Vice President Toy, supported by Councilmember Morgan and unanimously adopted, it was:

Denmar Drain Channel Improvements, Livonia, MI**Bid Tabulation****Updated: 09/01/2023****Original Contract Price: \$199,673**

No.	Item	Bid Quantity
1	Mobilization	1
2	Staging Area and Access Restoration	1
3	Construction Barrier Fence	300
4	Soil Erosion and Sediment Control	1
5	Sidewalk Replacement - 4" Thick	828
6	Coated Chainlink Fence - 4' High	250
7	Coated Chainlink Fence - 6' High	50
	Coated Chainlink Fence - 8' High	50
8	6" Dia. CMP, 12' Long with ADS Catchbasin and Riprap Outlet	1
9	Topsoil/Compost Mix (1:1)	60
10	Earth Excavation and Grading	250
11	Off-Site Disposal of Excess Earth Materials	150
12	Concrete Channel Removal	600
13	HDPE Storm Outlet Stabilization - 15" Dia.	4.1
14	Brush Toe*	200
15	On-Site Habitat Logs	6
16	Fieldstone - 1"-10"	20
17	Riffle Gravel - 0.5"-4"	29
18	Gravel Filter Mix	80
19	Non-woven Geotextile Fabric	20
20	North American Green C700BN	600
21	On-Site Brush and Wood Sorting	1
22	Erosion Control Blanket (NAG SC150BN)	600
23	Notched 2" x 2" x 36" Hardwood Stakes	200
24	Notched 1" x 2" x 24" Hardwood Stakes	500
25	Model 68 Duckbill Anchors with 3/8" Manila Rope	4
26	Containerized Shrubs (Qt)	100
27	Native Class C Trees (5 Gallon or 4'-6' tall) incl. deer cage and mulch	25
28	Cover Crop Seed Mix	0.25
29	Native Riparian Seed Mix	0.25
30	Irrigation	5
31	Allowance for Exploratory Excavation of 18" Conc. Underdrain	1
32	Allowance for Bar Grate Repair/Replacement for 9'6" Storm Outfall	1
33	Allowance for Concrete Headwall Sandblasting and Painting	1
34	Allowance for 15" HDPE Headwall	1
35	Allowance for Unforeseen Conditions	1
36	Clearing	1
37	Sidewalk Removal	1880
38	Mersino 6" Pump - 1 month	11950
39	Sole' Pump/Generator - 1 month	1

TOTAL

*On-site materials

\$122,167.50 minus 5% retainage recommended for payment for Pay App #2

\$148,781 minus 5% retainage recommended for payment for Pay App #1

Sole			Work Completed		Value
Unit	Unit Price	Bid Value	From Previous Application	This Period	
lsum	\$ 8,000.00	\$ 8,000.00	1		\$ -
lsum	\$ 20,000.00	\$ 20,000.00		1	\$ 20,000.00
ft	\$ 10.00	\$ 3,000.00			\$ -
lsum	\$ 15,000.00	\$ 15,000.00	1		\$ -
sft	\$ 10.00	\$ 8,280.00	828	1880	\$ 18,800.00
ft	\$ 30.00	\$ 7,500.00		250	\$ 7,500.00
ft	\$ 40.00	\$ 2,000.00		50	\$ 2,000.00
ft	\$ 100.00	\$ 5,000.00		50	\$ 5,000.00
lsum	\$ 10,000.00	\$ 10,000.00	1		\$ -
cyd	\$ 50.00	\$ 3,000.00	80		\$ -
cyd	\$ 100.00	\$ 25,000.00	250		\$ -
cyd	\$ 30.00	\$ 4,500.00	40	150	\$ 4,500.00
syd	\$ 20.00	\$ 12,000.00	445		\$ -
syd	\$ 100.00	\$ 410.00	4.1		\$ -
ft	\$ 50.00	\$ 10,000.00	75		\$ -
ea	\$ 100.00	\$ 600.00	3		\$ -
tons	\$ 100.00	\$ 2,000.00	95.19	23.50	\$ 2,350.00
tons	\$ 100.00	\$ 2,900.00	127.22		\$ -
tons	\$ 100.00	\$ 8,000.00	152.45		\$ -
syd	\$ 10.00	\$ 200.00	10		\$ -
syd	\$ 15.00	\$ 9,000.00	500	201	\$ 3,015.00
lsum	\$ 5,000.00	\$ 5,000.00	1		\$ -
syd	\$ 3.00	\$ 1,800.00	1020		\$ -
ea	\$ 5.00	\$ 1,000.00	200	300	\$ 1,500.00
ea	\$ 3.00	\$ 1,500.00	500		\$ -
ea	\$ 200.00	\$ 800.00	2		\$ -
ea	\$ 50.00	\$ 5,000.00		100	\$ 5,000.00
ea	\$ 500.00	\$ 12,500.00		25	\$ 12,500.00
ac	\$ 200.00	\$ 50.00	0.25		\$ -
ac	\$ 500.00	\$ 125.00	0.25		\$ -
days	\$ 1,500.00	\$ 7,500.00		5	\$ 7,500.00
lsum	\$ 1,000.00	\$ 1,000.00	1		
lsum	\$ 6,000.00	\$ 6,000.00	1		
lsum	\$ 5,000.00	\$ 5,000.00	1		
lsum	\$ 3,000.00	\$ 3,000.00	1		
lsum	\$ 1,000.00	\$ 1,000.00	1		
lsum	\$ 10,000.00	\$ 10,000.00		1	\$ 10,000.00
sq	\$ 2.00	\$ 3,760.00		1880	\$ 3,760.00
ea	\$ 1.15	\$ 13,742.50		11950	\$ 13,742.50
ea	\$ 5,000.00	\$ 5,000.00		1	\$ 5,000.00
\$ 240,167.50					\$ 122,167.50
			5% retainage		\$ 116,059.13

Total			
Completed	%	Cost Diff.	
\$ 8,000.00	100%	\$ -	
\$ 20,000.00	100%	\$ -	
\$ -	0%	\$ (3,000.00)	
\$ 15,000.00	100%	\$ -	
\$ 18,800.00	227%	\$ 10,520.00	
\$ 7,500.00	100%	\$ -	
\$ 2,000.00	100%	\$ -	
\$ 5,000.00	100%	\$ -	
\$ 10,000.00	100%	\$ -	
\$ 4,000.00	133%	\$ 1,000.00	
\$ 25,000.00	100%	\$ -	
\$ 5,700.00	127%	\$ 1,200.00	
\$ 8,900.00	74%	\$ (3,100.00)	
\$ 410.00	100%	\$ -	
\$ 3,750.00	38%	\$ (6,250.00)	
\$ 300.00	50%	\$ (300.00)	
\$ 11,869.00	593%	\$ 9,869.00	*
\$ 12,722.00	439%	\$ 9,822.00	
\$ 15,245.00	191%	\$ 7,245.00	
\$ 100.00	50%	\$ (100.00)	
\$ 10,515.00	117%	\$ 1,515.00	*
\$ 5,000.00	100%	\$ -	
\$ 3,060.00	170%	\$ 1,260.00	
\$ 2,500.00	250%	\$ 1,500.00	
\$ 1,500.00	100%	\$ -	
\$ 400.00	50%	\$ (400.00)	
\$ 5,000.00	100%	\$ -	
\$ 12,500.00	100%	\$ -	
\$ 50.00	100%	\$ -	
\$ 125.00	100%	\$ -	
\$ 7,500.00	100%	\$ -	
\$ 1,000.00	100%	\$ -	
\$ 6,000.00	100%	\$ -	
\$ 5,000.00	100%	\$ -	
\$ 3,000.00	100%	\$ -	
\$ 1,000.00	100%	\$ -	
\$ 10,000.00	100%	\$ -	Added on
\$ 3,760.00	100%	\$ -	
\$ 13,742.50	100%	\$ -	
\$ 5,000.00	100%	\$ -	
\$ 270,948.50		\$ 30,781.00	

August 31, 2023

Mr. Todd Zilincik
City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

RE: Denmar Drain Channel Improvement Project

Dear Mr. Zilincik:

Environmental Consulting & Technology, Inc. (ECT) would like to request additional funding in the amount of \$2,030 to support the final stages of the Denmar Drain Channel Improvement Project. Per our conversation on 08/31/2023, increasing ECT's budget to a not-to-exceed amount of \$47,000 will give our staff the ability to provide additional professional services to ensure successful closure of all project activities.

The additional funding will be used to assist the City of Livonia with management of remaining contractor field activities, support of contractor documentation reviews, pay application reviews and approvals, and final project closure.

If you have any questions or require any additional information, please contact Rob Myllyoja at 248-989-5124 or Chris Bobryk at 586-899-6354. Thank you again for this opportunity.

Sincerely,

Environmental Consulting & Technology, Inc.



Rob Myllyoja, P.E.
Senior Scientist



Christopher Bobryk, Ph.D.
Project Manager









LETTER TO THE LIVONIA CITY COUNCIL

12.

Law
August 25, 2023

MEETING DATE

R091823

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

ACCEPTANCE OF QUIT CLAIM DEED: Department of Law, re: secured without monetary consideration from Ryan LaFontaine, Owner of LAG Plymouth, LLC as part of the lot combination of Parcel Nos. 46-130-0005-004 (34715 Plymouth Road) and 46-130-01-0007-001 (34801 Plymouth Road) to obtain the necessary road right-of-way, located in the Northwest 1/4 of Section 33 (Parcel No. 46-130-01-0007-003).

BACKGROUND DETAILS

We are transmitting for Council acceptance a quit claim deed, secured without monetary consideration, Ryan LaFontaine, Owner of LAG Plymouth, LLC as part of the lot combination of Parcel Nos. 46-130-0005-004 (34715 Plymouth Road) and 46-130-01-0007-001 (34801 Plymouth Road) to obtain the necessary road right-of-way. This document has been approved as to form by the Department of Law and the legal description approved by the Engineering Division.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

RESOLVED, that having considered a communication from the Department of Law, dated August 25, 2023, approved for submission by the Mayor, transmitting for Council acceptance of a quit claim deed from Ryan LaFontaine, Owner of LAG Plymouth, LLC as part of the lot combination of Parcel Nos. 46-130-0005-004 (34715 Plymouth Road) and 46-130-01-0007-001 (34801 Plymouth Road) to obtain the necessary road right-of-way, more particularly described as:

Parts of Lots 6, 7, 8 and 9 of "Supervisor's Livonia Plat No. 1" of part of the Northwest 1/4 of Section 33, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, as recorded in Liber 65 of Plats, on Page 52, Wayne County Records, all being more particularly described as follows: Beginning at the Northwest corner of said Lot 6; thence South 00 degrees 21 minutes 33 seconds West, 27.00 feet; thence North 89 degrees 54 minutes 30 seconds West, 240.00 feet; thence North 00 degrees 21 minutes 33 seconds East, 27.00 feet; thence South 89 degrees 54 minutes 30 seconds East, 240.00 feet to the Point of Beginning.

The Council does hereby, for and in behalf of the City of Livonia, accept the aforesaid Quit Claim Deed, and the Mayor and City Clerk are hereby authorized to execute the Quit Claim Deed conveying the above-described property to the City of Livonia, and the City Clerk is hereby requested to have the same recorded in the Office of the Register of Deeds and to do all other things necessary or incidental to fulfill the purpose of this resolution.

ATTACHMENTS

1. Engineering Letter
2. Quit Claim Deed - Plymouth Road ROW

APPROVED BY



Paul Bernier, City Attorney

Date: August 25, 2023



Maureen Miller Brosnan, Mayor

Date: August 31, 2023

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
City Engineer

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



MAUREEN MILLER BROSNAN
MAYOR

DONALD R. ROHRAFF
Director of Public Works

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

August 24, 2023

Department of Law
City of Livonia

**Re: Quit Claim Deed for Road Right-of-Way
Parcel I.D. #46-130-01-0007-003
34785 Plymouth Road**

Ladies and Gentlemen:

Transmitted herewith is one (1) Quit Claim Deed received by this office from Ryan LaFontaine, Owner of LAG Plymouth, LLC. This Quit Claim Deed was requested by the Engineering Division as part of the lot combination of Parcel Nos. 46-130-01-0005-004 (34715 Plymouth Road) and 46-130-01-0007-001 (34801 Plymouth Road) in order to obtain the necessary road right of way.

The legal description contained in the instrument and shown below meets with the approval of this office:

Part of Lots 6, 7, 8 and 9 of "Supervisor's Livonia Plat No. 1" of part of the Northwest ¼ of Section 33, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, as recorded in Liber 65 of Plats, on Page 52, Wayne County Records, all being more particularly described as follows: Beginning at the Northwest corner of said Lot 6; thence South 00 degrees 21 minutes 33 seconds West, 27.00 feet; thence North 89 degrees 54 minutes 30 seconds West, 240.00 feet; thence North 00 degrees 21 minutes 33 seconds East, 27.00 feet; thence South 89 degrees 54 minutes 30 seconds East, 240.00 feet to the Point of Beginning.

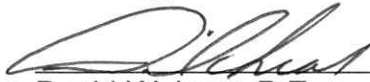
Please review the instrument as to form and forward same to the City Council for their approval.

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

To: Department of Law
Re: **Quit Claim Deed for Road Right-of-Way**
Parcel I.D. #46-130-01-0007-003
34785 Plymouth Road

August 24, 2023
Page 2

Sincerely,

A handwritten signature in black ink, appearing to read "D. Lear", is written over a horizontal line.

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

DWL:kjw
Attachment
cc: DPW
File

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the Grantor, LAG Plymouth, LLC, a Michigan limited liability company whose address is 4000 W. Highland Road, Highland, Michigan 48357, quit claims to the CITY OF LIVONIA, a Michigan municipal corporation, whose address is 33000 Civic Center Drive, Livonia, Michigan 48154, the following described premises situated in the City of Livonia, Wayne County and State of Michigan, to wit:

Description of Quit Claim, Plymouth Road Right-of-Way

Part of Lots 6, 7, 8 and 9 of "Supervisor's Livonia Plat No. 1" of part of the Northwest ¼ of Section 33, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, as recorded in Liber 65 of Plats, on Page 52, Wayne County Records, all being more particularly described as follows: Beginning at the Northwest corner of said Lot 6; thence South 00 degrees 21 minutes 33 seconds West, 27.00 feet; thence North 89 degrees 54 minutes 30 seconds West, 240.00 feet; thence North 00 degrees 21 minutes 33 seconds East, 27.00 feet; thence South 89 degrees 54 minutes 30 seconds East, 240.00 feet to the Point of Beginning.

Containing 6,480.00 square feet or 0.15 acres of land.

Tax Parcel #130-01-007-003

For full consideration of \$1.00 dollar.

Dated this 17th day of AUGUST 2023

Witnesses:

RACIA
[Signature]

Signed and sealed:

[Signature]
By: Ryan LaFontaine
Its: Owner
LAG Plymouth, LLC
a Michigan limited liability company

STATE OF MICHIGAN }
 } ss.
COUNTY OF Oakland }

The foregoing instrument was acknowledged before me this 17th day of August 2023, by Ryan LaFontaine, as Owner of LAG Plymouth, LLC a Michigan limited liability company, with authority and on behalf of said limited liability company.

Nicole Seng
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires 07/30/2029
Acting in the County of Wayne

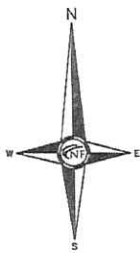
[Signature]
Notary Public, Oakland County, Michigan
Acting in Wayne County
My Commission Expires: 7/30/2029

Instrument drafted by: Todd J. Zilincik, P.E.
City Engineer
Engineering Division
12973 Farmington Road
Livonia, Michigan 48150

Approved as to form: DEPARTMENT OF LAW

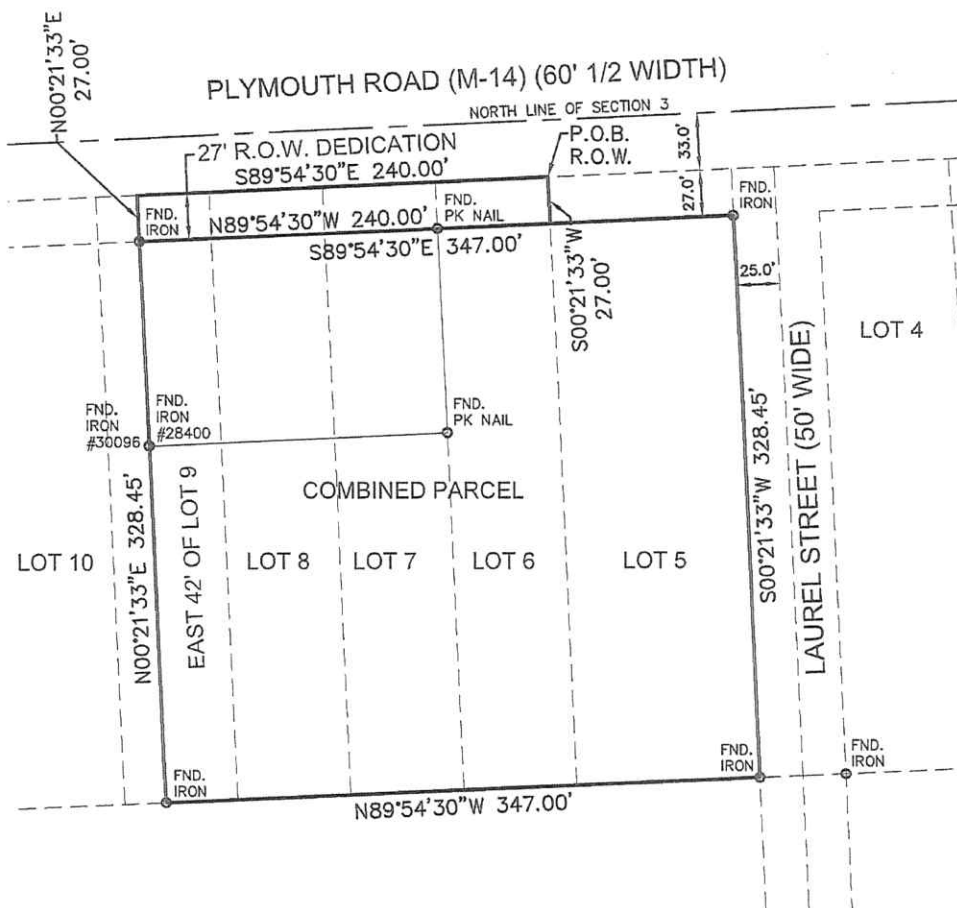
Michael E. Gish

Dated: 8/25/2023



Parcel Combination

PROPOSED PARCELS



ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 80'	04-12-2023	K.N.	M932	1 of 1

Parcel Combination

PROPOSED PARCELS

LEGAL DESCRIPTION (COMBINED PARCEL)

LOTS 5, 6, 7, 8 AND THE EAST 42 FEET OF LOT 9, EXCEPT THE NORTH 27 FEET AND THE EAST 25 FEET OF "SUPERVISOR'S LIVONIA PLAT No. 1" OF PART OF THE NORTHWEST 1/4 OF SECTION 33, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 65 OF PLATS, ON PAGE 52, WAYNE COUNTY RECORDS,

CONTAINING 113,970.91 SQUARE FEET OR 2.62 ACRES OF LAND.

LEGAL DESCRIPTION (RIGHT-OF-WAY DEDICATION)

PART OF LOTS 6, 7, 8 AND 9 OF "SUPERVISOR'S LIVONIA PLAT No. 1" OF PART OF THE NORTHWEST 1/4 OF SECTION 33, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 65 OF PLATS, ON PAGE 52, WAYNE COUNTY RECORDS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 00 DEGREES 21 MINUTES 33 SECONDS WEST, 27.00 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 30 SECONDS WEST, 240.00 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 33 SECONDS EAST, 27.00 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 30 SECONDS EAST, 240.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,480.00 SQUARE FEET OR 0.15 ACRES OF LAND.



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
N.T.S.	04-12-2023	K.N.	M932	4 of 4



LETTER TO THE LIVONIA CITY COUNCIL

13.

Law
August 28, 2023

MEETING DATE

R091823

PREPARED BY

Brenda Smyser, Program Supervisor

AGENDA ITEM

REQUEST TO APPROVE A PARTIAL SETTLEMENT: Department of Law, re: for seven of the fifteen claims for Donald and Dina Croskey, et al v City of Livonia; Wayne County Circuit Court Case No. 22-011590-NZ.

BACKGROUND DETAILS

Please be advised that the attorneys for the parties in the above-subject case have agreed, subject to City Council approval, to resolve 7 of the 15 individual claims. Assuming that you concur, the City of Livonia will authorize an amount not to exceed \$40,000 to resolve these claims brought against the City.

For the reasons discussed in the Closed Committee of the Whole meeting held on August 28, 2023, the Law Department recommends approval to resolve these claims.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

RESOLVED, that having considered a communication from the Department of Law, dated August 29, 2023, approved for submission by the Mayor, THE COUNCIL DOES HEREBY AUTHORIZE THE DEPARTMENT OF LAW TO RESOLVE 7 OF THE 15 THE CLAIMS BROUGHT ON BEHALF OF DONALD AND DINA CROSKEY, ET AL.; Wayne County Circuit Court Case No. 22-011590-NZ; IN AN AMOUNT NOT TO EXCEED \$40,000.00, and the Department of Law is hereby authorized to do all things necessary or incidental to the full performance of this resolution.

SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)

.

CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)

.

DETAILED WORK BEING PERFORMED

.

FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)

.

ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)

.

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): .

ATTACHMENTS

None

APPROVED BY



Paul Bernier, City Attorney

Date: August 29, 2023



Maureen Miller Brosnan, Mayor

Date: August 31, 2023

**CITYOF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD SEPTEMBER 6, 2023**

Meeting was called to order at 8:33 p.m. by Council President Jim Jolly. Present: Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; and Jacob Rushlow, Assistant Director of DPW.

Councilmember McIntyre led the Pledge of Allegiance.

4. AWARD OF BID AND REQUEST FOR ADDITIONAL APPROPRIATION AND EXPENDITURE: Department of Parks and Recreation, re: for the construction of a pavilion and concrete pad in the Ben Celani play area of Bicentennial Park, from the unexpended fund balance of the Community Recreation Fund.

Ethan Engle, Athletic Coordinator of Livonia Parks and Recreation, presented the request to Council.

Councilmember McIntyre appreciates that we are updating an outstanding park but wonders if any consideration was given to using these funds for basic updates at Sheldon Park.

Mr. Engle said there is a park plan in the works for Sheldon Park, but he isn't sure why this one was chosen specifically over Sheldon.

Councilmember Bahr confirmed with Mr. Engle that this is in addition to the existing shelter.

Councilmember McIntyre asked that Ted Davis, Superintendent of Parks and Recreation, provide the information she requested for the next meeting.

Vice President Toy offered an approving motion for the Regular agenda.

DIRECTION:

APPROVAL

REGULAR

DEPARTMENT OF PARKS & RECREATION

PARKS AND RECREATION
COMMISSION

MARK JOHNSON
CHAIRPERSON

PAUL CONDON
KATHERINE JOLLY
CATHY KEVRA
KEVIN SUMMERS

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

MAUREEN MILLER BROSNAN
MAYOR

EDWARD DAVIS
SUPERINTENDENT



September 7, 2023

Honorable Council
City of Livonia

Re: pavilion and concrete pad in the Ben Celani play area of Bicentennial Park

Honorable Members of Council:

We have additional information for the Council based upon feedback at the September 6, 2023, Council Study Meeting. The question was asked regarding why these funds are not directed to park improvements for Sheldon Park.

City Council previously approved this project as part of the IGA with Wayne County to use park millage funds. This was done with Council Resolution 86-23. The IGA and the park's millage funds sent back to each community via their elected commissioners are to be spent in that county commissioner district. The funds requested for Ben Celani are part of District 9 with Commissioner Terry Marecki. Sheldon Park is part of District 12, represented by Commissioner Glenn Anderson. The council approved a playground replacement for Mies Park as part of CR #86-13 for District 12. We also received a grant from Game Time for the park equipment. We anticipate bringing this to the council before the end of the year.

Respectfully submitted.

Edward Davis

Edward Davis
Superintendent

ED/amc



July 7, 2023

Mr. Ted Davis, Superintendent
Livonia, Parks and Recreation
15100 Hubbard
Livonia, MI. 48154

Dear Mr. Davis

Please find the attached approved Intergovernmental Agreement for Park Millage funding 2022-2023 for improvements of Bicentennial Park.

Per section 5.09, we look forward to the completion of your community project and for the County Executive participation in the ribbon cutting/dedication ceremonies which must be coordinated through the Wayne County Parks office.

Should you have any questions, please feel free to contact me at (734) 261-2022.

Sincerely,

Alicia C. Bradford, MSA, CPRP
Director

CERTIFICATION

STATE OF MICHIGAN)
)
CHARTER COUNTY OF WAYNE)

I, Pamela Lane, Acting Clerk of the County Board of Commissioners for the Charter County of Wayne, State of Michigan, do hereby certify that the attached Resolution No. 2023-432, *authorizing an intergovernmental agreement between the Charter County of Wayne and the City of Livonia not to exceed \$96,179 for improvements to Bicentennial Park*, was duly adopted by the Wayne County Board of Commissioners on the FIFTEENTH day of JUNE, 2023 by the following:

YEAS: Commissioners Anderson, Basham, Clark-Coleman, Clemente, Daub, Haidous, Killeen, Kinloch, Marecki, Baker McCormick, Scott, Vice-Chair Pro Tempore Baydoun, Vice-Chair Palamara, Chair Bell -- 14

NAYS: None

NOT VOTING: None

ABSTAIN: None

EXCUSED: Commissioner Knezek -- 1

I further certify that the attached Resolution is a true, correct, and complete copy of the original of said Resolution on file and of record in the Journal of the Commission, and is of full force and effect. I also certify that the above-referenced meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267 of the Public Acts of Michigan of 1976, as amended, and that the minutes of the meeting are kept and will be or have been made available as required by the Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the County of Wayne this 21st day of June, 2023.



PAMELA LANE
ACTING CLERK OF THE COMMISSION
CHARTER COUNTY OF WAYNE, MI

RESOLUTION

No. 2023-432

By Commissioner Marecki

RESOLVED, by the Wayne County Commission this 15th day of June, 2023 that approval be, and is hereby, granted authorizing an intergovernmental agreement between the Charter County of Wayne and the City of Livonia not to exceed \$96,179 for improvements to Bicentennial Park, as recommended by the Chief Executive Officer; and be it further

RESOLVED, that the term of the agreement is from June 15, 2023 through September 30, 2025 and the cost of the agreement will be charged to Account No. 208 44935 817000 (Parks – Millage Capital Improv); and be it further

RESOLVED, that the Chief Executive Officer be, and is hereby, duly authorized to execute the aforementioned agreement on behalf of the Charter County of Wayne.

[Intergovernmental Agreement on File]

(2023-60-026)

AGREEMENT

between

THE CHARTER COUNTY OF WAYNE

and

THE CITY OF LIVONIA

for

Improvements to

BICENTENNIAL PARK

FY 2022-2023

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THIS AGREEMENT ("Agreement") is between the County of Wayne, Michigan, a public body corporate and Home Rule Charter County, acting through its Department of Public Services, Parks Division (hereinafter the "County") and the City of Livonia, a Michigan municipal corporation (hereinafter "City").

1. PURPOSE

1.01 The County and City have an interest in entering into cooperative parks and recreation projects that are mutually beneficial to the citizens of Wayne County.

2. SCOPE OF THE PROJECT

2.01 The County will cooperatively fund the construction of improvements (the "Project") at Bicentennial Park, located in the City (individually, "Site" or collectively, "Sites"), for the citizens of Wayne County, at the location(s) described in **Exhibit A** attached hereto and made a part hereof. The County will finance any improvements agreed upon by the Chief Executive Officer for the County or his/her designee and the Mayor of the City or his/her designee, in creation of the Project under the limitations indicated in Sections 3, 4 and 5.

3. TERM OF CONTRACT

3.01 The term of this Agreement shall commence upon approval by the Wayne County Commission and **shall terminate on September 30, 2025 at 11:59 p.m.**

3.02 If City fails to complete the Project by the termination date as stated in Section 3.01, the parties agree that the County shall be under no further obligation to provide any remaining funds committed hereunder.

4. COUNTY'S COVENANTS

4.01 The County will assist in funding construction of the Project described in **Exhibit B** attached hereto and made a part hereof. The FY 2022-2023 funding provided by the County for the recreational Project **shall not exceed Ninety Six Thousand One Hundred Seventy Nine Dollars (\$96,179).**

5. CITY'S COVENANTS

5.01 Prior to construction of any portion of the Project, City shall provide the County with documents evidencing title to each Site, including, but not limited to, deeds, assignments, leases, land contracts, and mortgage instruments. The documents must specify all covenants, restrictions, easements, or other encumbrances on each Site.

5.02 City warrants that it is the legal owner with good, valid, and clear title to each Site and that each Site is accurately described in **Exhibit A**. City shall hold harmless and defend the County against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including but not limited to, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to an action by a third party to quiet title in any Site described in **Exhibit A**.

5.03 City shall keep accurate records and account of the Project costs that shall be accessible for inspection and audit by a representative of the County.

5.04 City shall submit to the County no more frequently than once every 30 days, a certified application for reimbursement of acceptable Project costs together with all contractor and

subcontractor certified invoices and any required supporting documentation for reimbursement, which shall be made upon receipt and approval of the application for reimbursement. The County is under no obligation to reimburse City for any unapproved costs or costs outside the scope of this Agreement.

5.05 City shall be responsible for financing the Project beyond the financial commitment the County has made as indicated in Section 4.01.

5.06 City shall operate and maintain improvements for public recreation, and that it shall allow each park to be open to the public on equal and reasonable terms and that no individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age or handicap.

5.07 City agrees that in consideration of the financial commitment that the County is providing for the Project, City shall operate each Site as a recreational facility for no less than ten (10) years after the Project is completed.

5.08 City will develop signage at its own expense, which recognizes the County as a donor at each Site. The signage shall comply with the specifications described in **Exhibit C** attached hereto and made a part hereof. The County shall have the right to approve the signage. Such approval will not be unreasonably withheld or delayed. City shall install the signage prior to the Project's completion.

5.09 City agrees to provide the County with an opportunity to participate in planning any press conference, ribbon cutting ceremony, opening ceremony, or other public/media announcement related to the Project ("media event"). City further agrees to provide the County with no less than thirty (30) days prior written notice of a proposed media event.

5.10 Breach of any of the provisions contained in this Article may be regarded as a material breach of this Agreement.

6. TERMINATION

6.01 This Agreement can be terminated by either party with or without cause upon thirty (30) days written notice, prior to commencing construction. If terminated prior to commencing construction of the Project, each party is solely responsible for its own costs, fees, and obligations incurred prior to the termination.

6.02 After the Project's construction is commenced, the County may terminate this Agreement with or without cause and shall be responsible for expenses previously approved by the County and incurred by City, not to exceed the amount stated in Section 4.01.

6.03 City may terminate this Agreement, with or without cause, after construction is commenced and shall return to the County any funding provided by the same under this Agreement.

6.04 This Agreement shall terminate if any Site is not operational and regularly open to the public.

7. DATA TO BE FURNISHED

7.01 City must maintain copies of all information, books, data, reports, records, etc., related to the Project. Such information and records shall be maintained for a period of three (3) years from the date City receives its final reimbursement payment under this Agreement.

7.02 Upon the request of the County or its authorized representative, including its Legislative Auditor General, City must furnish, without charge, copies of all information, books, records, data, reports, etc., of City, or any contractors, subcontractors, consultants or agents rendering or furnishing services under this Agreement, whether direct or indirect, that will permit adequate evaluation or audit of the services provided by City or any of its contractors, subcontractors, consultants or agents. City must include a similar covenant allowing for County audit in any agreement it has with a contractor, subcontractor, consultant or agent related to this Agreement. The County may delay reimbursement payments to City pending the results of any such audit without penalty or interest.

7.03 The County may schedule conferences at mutually convenient times with City administrative personnel to gather the information. If, as a result of any audit conducted by or for the County relating to City's performance under this Agreement, a discrepancy should arise as to the amount of compensation due City, City shall pay to the County on demand the amount of compensation in question. If City fails or refuses to make payment, in addition to other legal remedies available to the County, the County may retain said amount from any funds allocated to City but not yet disbursed under this Agreement or may offset such a deficiency against the compensation to be paid City in any concurrent, successive or future agreements between the parties.

7.04 City further acknowledges the right of the Wayne County Commission as a third-party beneficiary of this Agreement to sue for specific performance to enforce the audit rights provided herein for the Legislative Auditor General.

8. ADMINISTRATION

8.01 City must inform the County as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent meeting the objectives of this Agreement, including changes, transfer, or assignment of any real property interest related to any Site;
- B. Favorable developments or events that enable meeting time schedules or goals sooner than anticipated; or
- C. Any changes or modifications in appropriations and funding for the Project.

9. RELATIONSHIP OF PARTIES

9.01 The parties are independent entities. No liability or benefits, such as Workers' Compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agents, contractors, subcontractors, or employees as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agents, employees, contractors, or subcontractors.

10. INSURANCE

10.1 City will require that all contractors undertaking work on the Project abide the terms, and provide insurance coverage in said amounts, as set forth in **Exhibit D**.

10.2 All insurance and bonds shall name the Charter County of Wayne and the City as insured or beneficiary.

11. HOLD HARMLESS

11.01 City agrees to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors, subcontractors, consultants, or agents. It is agreed that the County is merely acting as a funding source for the Project and that any negligence, or tortious acts, errors, or omissions on the part of the County shall only arise out of providing these funds or processing reimbursement requests made by City as submitted pursuant to Section 5.04.

11.02 This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or City or any of their agencies, or employees, as provided by statute or modified by court decisions.

12. LIABILITY

12.01 The County does not assume and is not responsible for, payment of any debt service, lien, or encumbrance, including, but not limited to, mortgage, promissory note, land contract, or other obligation, incurred prior to the signing or during the term of this Agreement.

12.02 This Agreement is not intended to create beneficial rights in any third party other than the Wayne County Commission. This Agreement is entered into for the sole benefit of the parties to this Agreement.

13. ENVIRONMENTAL MATTERS

13.01 City warrants to the County that City will not use Hazardous Materials (as defined in Section 13.06) at any Site in violation of any governmental regulation pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

13.02 City warrants that it is not in violation of governmental regulations pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at any Site, and, to the best of City's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects a Site.

13.03 City will keep each Site free of Hazardous Materials except to the extent that the Hazardous Materials are stored or used in compliance with applicable local, state and federal

regulations. City must not cause or permit any Site to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with governmental regulations. City shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of City, any tenant, subtenant or occupant, the release, spill, leak or emission of Hazardous Materials at any Site or onto any other contiguous property.

13.04 Prior to commencing the Project, City must conduct and complete or cause to be conducted and completed an investigation, including a comprehensive environmental audit, studies, sampling, and testing, as the County deems necessary. A copy of any environmental audit, study, sampling or testing shall be provided to the County within ten (10) working days of City's receipt of such audit, study, sampling or testing. If the audit reveals the existence of any Hazardous Material at any Site, City shall immediately disclose the findings to the County. If the County decides to proceed with the Project, City shall do or cause to be done all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Site as required by all applicable governmental regulations, to the satisfaction of the County, and according to all federal, state and local governmental authorities. Any audit conducted by the County is solely for the benefit, protection, and interest of the County. City or any third party cannot rely upon the audit conducted by the County for any purpose.

13.05 It is agreed that the County is merely acting as a funding source for the Project and that the County shall only be responsible for providing these funds and processing reimbursement requests made by City as submitted pursuant to Section 5.04. Therefore, the County shall not be responsible for any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to:

- A. The presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Site or the soil, water, vegetation, buildings, personal property, persons or animals;
- B. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials at a Site;
- C. Any lawsuit brought or threatened, settlement reached or government order relating to the Hazardous Materials with respect to a Site;
- D. Any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of any mortgage, which are based on or related to the Hazardous Materials used at a Site;
- E. This section applies to the presence, disposal, release, leakage, or threatened release of any Hazardous Materials prior to the effective date of this Agreement.

13.06 Hazardous Material means any material or substance:

- A. Which is or becomes defined as a hazardous substance, pollutant, or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et. seq.) and any amendments thereto and regulations pursuant thereto;

- B. Containing gasoline, oil, diesel, fuel, or other petroleum products;
- C. Which is or becomes defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901 et. seq.) and any amendments thereto and regulations pursuant thereto;
- D. Containing polychlorinated biphenyl;
- E. Containing asbestos;
- F. Which is radioactive;
- G. The presence of which requires investigation or remediation under any governmental regulation; or
- H. Which is or becomes defined as a hazardous waste, hazardous substance, pollutant, contaminant, or biologically hazardous material under any governmental regulation.

14. COMPLIANCE WITH LAWS

14.01 Each party must comply with and must require its employees to comply with all applicable laws and regulations.

14.02 City must construct and develop the Project or cause the Project to be constructed and developed according to applicable local, state and federal laws.

15. AMENDMENTS

15.01 No amendment to this Agreement is effective unless it references this Agreement, is written and signed by duly authorized representatives of both parties and approved by resolutions adopted by the Livonia City Council and the Wayne County Commission.

16. NONDISCRIMINATION PRACTICES

16.01 City shall require that all contractors, subcontractors, consultants and agents retained to perform work related to this Agreement comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to these Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Elliot-Larson Civil Rights Act (P.A. 1976 No. 453)
- F. The Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- G. The anti-discrimination provisions as required by Section 120-192 of the Wayne County Code of Ordinances.

16.02 All contractors, subcontractors, consultants and agents retained by City to perform work related to this Agreement shall not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, familial status, height or weight.
- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Section 120-192 of the Wayne County Code of Ordinances, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of prospective employees. City also shall not make or keep a record of that information or disclose such information.
- E. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.

16.03 City agrees that it will notify all of its contractors, subcontractors, consultants, or agents of their obligations relative to non-discrimination under this Agreement when soliciting the contractor, subcontractor, consultant, or agent. City will include the provisions of this Article in any contract, as well as provide the County with a copy of any agreement with a contractor, subcontractor, consultant, or agent completing work related to this Agreement.

16.04 All contractors, subcontractors, consultants and agents retained by City to perform work related to this Agreement shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by the County Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon City.

16.05 Breach of any of the covenants in this Article may be regarded as a material breach of this Agreement.

16.06 City acknowledges the right of the County Director of Human Relations to sue to enforce the provisions in this Article.

16.07 If City or any of its contractors, subcontractors, consultants, or agents does not comply with the non-discrimination provisions of this Agreement, the County may impose sanctions, as it determines to be appropriate, including but not limited to the cancellation, termination or suspension of this Agreement, in whole or in part.

16.08 In the event that City is or becomes subject to federal or state law which conflicts with the requirements of Section 120-192 of the Wayne County Code of Ordinances, the provisions of federal or state law shall apply and this Agreement shall be interpreted and enforced accordingly. In accordance with the Elliot-Larson Civil Rights Act, P.A. 1976 No. 453, as amended, MCL 37.2101 *et seq.*, City covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, weight, height, or marital status, and to require a similar covenant on the part of any contractor, subcontractor, consultant, or agent employed in the performance of this Agreement.

17. ETHICS IN CONTRACTING

17.01 City and all of its contractors must comply with Article 12 of Chapter 120 of the Wayne County Code of Ordinances governing "Ethics in Public Contracting" or any similarly existing City ordinances.

18. NOTICES

18.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

If to City:
Department of Parks and Recreation
City of Livonia
15100 Hubbard
Livonia, Michigan 48154

If to the County:
Director of Parks
Wayne County Parks
33175 Ann Arbor Trail
Westland, Michigan 48185
and
Director
Wayne County Department of Public Services
400 Monroe, Suite 300
Detroit, Michigan 48226

18.02 All notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

18.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

19. WAIVER OF ANY BREACH

19.01 No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach constitutes a waiver of any breach of term. No

waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

20. SEVERABILITY OF PROVISIONS

20.01 If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

21. MERGER CLAUSE

21.01 This Agreement, including the Exhibits contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth in this Agreement. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth herein.

21.02 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

22. JURISDICTION AND LAW

22.01 This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Each party will not commence any action against the other because of any matter arising out of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

23. MISCELLANEOUS

23.01 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

23.02 The parties agree that upon termination of this Agreement, the following sections shall survive termination and shall remain in full force and effect: 5.02; 11; 12; 13; 14 and 22.

23.03 The term "County" includes the Charter County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents, and employees.

23.04 This Agreement must not be construed as a waiver of any governmental immunity by the County or City, or any of their agencies, or employees, has as provided by statute or modified by court decisions.

23.05 The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope or intent of this Agreement or in any way affect this Agreement.

24. AUTHORIZATION AND CAPABILITY

24.01 This Agreement has been approved, as evidenced by the attached Resolutions adopted by the Livonia City Council and the County Commission. Copies of such resolutions shall be attached to this Agreement.

24.02 Each party warrants that the person signing this Agreement is authorized to sign on behalf of its principal and is empowered to bind its principal to this Agreement.

25. SIGNATURE

25.01 The County and City, by their authorized officers and representatives have executed this Agreement as of the dates written below.

[SIGNATURES ON THE FOLLOWING PAGES]

City of Livonia

Bicentennial Park

County Commission approved
and execution authorized by Resolution

No. 2023-432

Date: 6/15/23

DocuSigned by:

CHARTER COUNTY OF WAYNE

By:

Brian Manning for
Warren C. Evans

Its: County Executive

Date: 6/21/2023 | 3:01:31 PM EDT

City of Livonia
Bicentennial Park

Livonia City Council approved and execution authorized by Resolution No. <u>086-23</u> Date: <u>03/13/23</u>	CITY OF LIVONIA By: <u>Maureen Miller Brosnan</u> Maureen Miller Brosnan Its: Mayor Date: <u>04/03/23</u>
---	---

CITY OF LIVONIA

BY: Susan M. Nash
SUSAN M. NASH

IT'S: CITY CLERK
33000 CIVIC CENTER DRIVE
LIVONIA, MI 48154

APPROVED

[Signature]
Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

BY Michael E. Griffin
DATE 3/30/2023

Pursuant to Resolution # 086-23

Adopted by City Council on 3-13-23

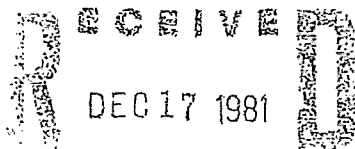
Exhibit A Legal Descriptions

DEPARTMENT OF LAW

CITY ATTORNEY
Harry C. Tatigian

ASSISTANT CITY ATTORNEYS
Robert M. Feinberg
Robert B. Brzezinski

Edward H. McNamara
MAYOR



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

to _____

December 17, 1981

TO: ADDISON W. BACON, City Clerk
FROM: DEPARTMENT OF LAW
SUBJECT: Discharge of Mortgage
REF: C.R. 450-67, 790-67, 203-71, 900-71, 1099-71
(Park Site E-26, Section 5)

Dear Sir:

Pursuant to the foregoing resolutions, the City of Livonia acquired Park Site E-26 in Section 5 and in connection therewith executed a mortgage and mortgage note, dated November 15, 1971 to Pyramid Investment Company, a Michigan corporation, in the sum of \$100,000.00.

This is to advise you that the final mortgage payment on the subject property was made on December 16, 1981 and in return for its check number B 112226 in the sum of \$10,600.00, payable to Manufacturers National Bank, collection agent for Pyramid Investment Company, the City received a duly executed Discharge of Mortgage which is attached hereto. We request that the Discharge be recorded in the Office of the Wayne County Register of Deeds and thereafter be retained in your permanent file.

Very truly yours,

HARRY C. TATIGIAN, City Attorney

Robert M. Feinberg
Robert M. Feinberg, Assistant City Attorney

RMF:aa
attachment
cc: Finance Director
Chief Accountant

J857578



SHORT FORM OF
DISCHARGE OF MORTGAGE FOR CORPORATIONS

Form 1131

Know All Men by These Presents,

That a certain Indenture of Mortgage, bearing date the

15th day of November 19 71, made and executed by

City of Livonia, a Michigan Municipal Corporation of 33001 Five Mile Rd., Livonia

of the first part, to Pyramid Investment Company, a Michigan Corporation - 3333 Cadillac Tower,

of the second part, and recorded in the office of the Register of Deeds for the County of Wayne

State of Michigan, in Liber 18018 of § Wayne County Records on Page 350 & 351,

is fully paid, satisfied and discharged.

Dated this 28th day of March 19 72

Pyramid Investment Company

Whose address is: 3333 Cadillac Tower

Detroit, Michigan, 48226

Signed in the presence of:

Louis Wechsler
Louis Wechsler
Mary DeTomaso
Mary DeTomaso

By *Murray Koorhan*
Murray Koorhan, President
By *Charles Rosenblatt*
Charles Rosenblatt, Secretary

CORPORATE
SEAL

882440

RECORDED DEC 29 1981
FOREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

STATE OF MICHIGAN,

County of Wayne

ss.

On this 28th day of March 19 72, before me appeared

Murray Koorhan and Charles Rosenblatt

to me personally known, who, being by me duly sworn, did say that they are respectively the

president and secretary

of the Pyramid Investment Company, and that the seal affixed to said
instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of
said corporation, by authority of its Board of Directors, and Murray Koorhan

and Charles Rosenblatt acknowledged said instrument to be the free act and deed
of said corporation.

My commission expires 10-16-75
MARY DeTomaso, Notary Public,
ACTIVE IN WAYNE County, Michigan

§NOTE: Insert Mortgages or County Records according to the Register's stamp upon the original mortgage. Wayne County changed
from Mortgages to Wayne County Records on January 10, 1942.

When recorded return to:

Office of the City Clerk
33000 Civic Center Drive
Livonia, Michigan 48154

Drafted By: Louis Wechsler
3333 Cadillac Tower

Business Address: Detroit, Michigan 48226
WO. 3-0633

BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1866

J857578 MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING BURTON TITLE INSURANCE

DEPARTMENT OF LAW

CITY ATTORNEY
Harry C. Tatigian

Edward H. McNamara
MAYOR

ASSISTANT CITY ATTORNEYS
Robert M. Feinberg
Robert B. Brzezinski



RECEIVED
JUL 28 1981

CITY OF LIVONIA
CITY CLERK

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

To _____

July 28, 1981

TO: CITY CLERK
FROM: DEPARTMENT OF LAW
SUBJECT: Discharge of Mortgage
REF: C.R. 654-71 and 802-71
(Park Site E-25, Sections 4 and 5)

Dear Sir:

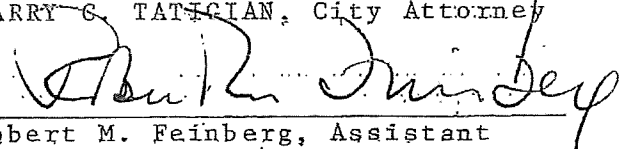
Pursuant to the foregoing resolutions, the City of Livonia acquired Park Site E-25 in Sections 4 and 5 and in connection therewith executed a mortgage and mortgage note, dated August 4, 1971 to Arthur D. Levitt and Ruth B. Levitt, his wife; Charles A. Pizer and Mollie S. Pizer, his wife; and Lawrence R. Pizer and Ruth L. Pizer, his wife, in the sum of \$110,000.00.

This is to advise you that the final mortgage payments on the subject property were made on July 13, 1981, and in return for its check numbers B 105132 in the sum of \$5,830.00; B 105179 in the sum of \$1,943.33; and B 105180 in the sum of \$3,886.67, payable to Arthur D. Levitt and Ruth B. Levitt, his wife; Charles A. Pizer and Mollie S. Pizer, his wife; and Lawrence R. Pizer and Ruth L. Pizer, his wife, respectively, the City received a duly executed Discharge of Mortgage from the aforementioned mortgagees which is attached hereto. We request that the Discharge be recorded in the Office of the Wayne County Register of Deeds and thereafter be retained in your permanent file.

Very truly yours,

RMF:aa
attachment
cc: Finance Director
Chief Accountant

HARRY C. TATIGIAN, City Attorney


Robert M. Feinberg, Assistant
City Attorney

RECORDED AUG 4 1981 AT 1114
FOREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

11212017A001

DISCHARGE OF MORTGAGE

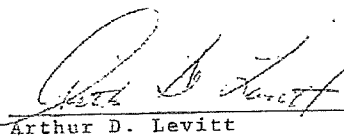
J839488

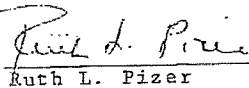
KNOW ALL MEN BY THESE PRESENTS, That a certain Indenture Mortgage bearing date the 4th day of August A.D. 1971, made and executed by CITY OF LIVONIA, a Michigan Municipal Corporation, party of the first part to ARTHUR D. LEVITT and RUTH B. LEVITT, his wife; CHARLES A. PIZER and MOLLIE S. PIZER, his wife; and LAWRENCE R. PIZER and RUTH L. PIZER, his wife, parties of the second part, and recorded in the Register's Office for the County of Wayne and State of Michigan in Liber 17789 of Mortgages, on Page 8 on the 6th day of August A.D. 1971 is fully paid, satisfied and discharged.

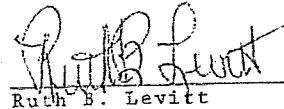
IN WITNESS WHEREOF, we have hereunto set our hands and seals the day of July 16, A.D. 1981.

Signed, Sealed and Delivered
in Presence of

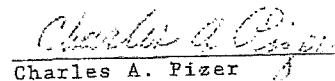

L. R. Pizer

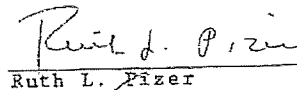

Arthur D. Levitt

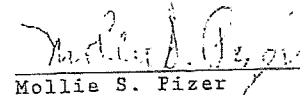

Ruth L. Pizer

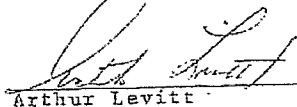

Ruth B. Levitt

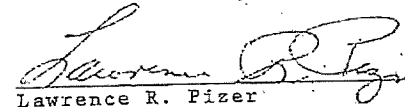

L. R. Pizer

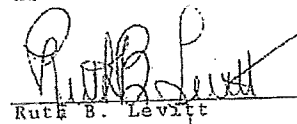

Charles A. Pizer

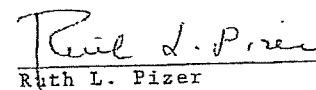

Ruth L. Pizer


Mollie S. Pizer


Arthur Levitt


Lawrence R. Pizer


Ruth B. Levitt


Ruth L. Pizer

J839488

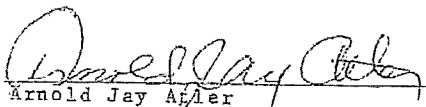
880448

STATE OF MICHIGAN)
COUNTY OF Oakland) ss.

On this 15th day of July A.D. 1981,
before me, a Notary Public in and for said County, personally
came the above named ARTHUR D. LEVITT and RUTH B. LEVITT, his
wife, known to me to be the persons named in and who executed the
above instrument, and acknowledged that they executed the same
for the intents and purposes therein mentioned.

My commission expires

JULY 7 1984

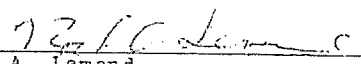

Arnold Jay Adler
Notary Public
OAKLAND County, Michigan

STATE OF MICHIGAN)
COUNTY OF ALCONA) ss.

On this 16 day of JULY A.D. 1981,
before me, a Notary Public in and for said County, personally
came the above named CHARLES A. PIZER and MOLLIE S. PIZER, his
wife, known to me to be the persons named in and who executed the
above instrument, and acknowledged that they executed the same
for the intents and purposes therein mentioned.

My commission expires

8. 4. 84

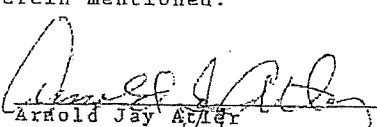

Noel A. Lemand
Notary Public
Alcona County, Michigan

STATE OF MICHIGAN)
COUNTY OF Oakland) ss.

On this 15th day of July A.D. 1981,
before me, a Notary Public in and for said County, personally
came the above named LAWRENCE R. PIZER and RUTH L. PIZER, his
wife, known to me to be the persons named in and who executed the
above instrument, and acknowledged that they executed the same
for the intents and purposes therein mentioned.

My commission expires

JULY 7 1984


Arnold Jay Adler
Notary Public
OAKLAND County, Michigan

880448

U212070020

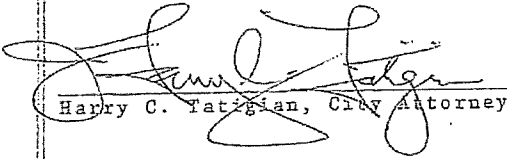
Instrument drafted by:

Robert M. Feinberg
Assistant City Attorney
Department of Law
33000 Civic Center Drive
Livonia, Michigan 48154

When recorded return to:

Office of the City Clerk
33000 Civic Center Drive
Livonia, Michigan 48154

Approved as to Form:



Harry C. Fattigian, City Attorney

880448

Page 3 of 3 pages

NO. 1554

AN ORDINANCE AMENDING SECTION 5-901 OF
CHAPTER 9 (PARKS AND PLAYGROUNDS) OF
TITLE 5 OF THE LIVONIA CODE OF ORDINANCES,
AS AMENDED; BY AMENDING PARAGRAPH (mm)
THEREOF AND ADDING PARAGRAPH (pp) THERETO.

THE CITY OF LIVONIA ORDAINS:

Section 1. Paragraph (mm) of Section 5-901 of Chapter 9 of Title 5 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

(mm) The land owned by the City in the S.W. 1/4 of Section 4 and the S.E. 1/4 of Section 5, located on either side of and immediately adjacent to the section line separating Sections 4 and 5, shall be known and referred to as "Livonia Bicentennial Park," excepting therefrom the following described parcel:

The North 800 feet of the South 860 feet of the S.W. 1/4 of Section 4, T. 1 S., R. 9 E., City of Livonia, Wayne County, Michigan, bounded on the East by the West line of Bicentennial Estates Subdivision (Liber 99, Pages 77, 78, 79 and 80, Wayne County Records), and on the West by the East right-of-way line of Bicentennial Drive (86 feet wide) as established.

Section 2. Section 5-901 of Chapter 9 of Title 5 of the Livonia Code of Ordinances, as amended, is hereby amended by adding paragraph (pp) thereto, which paragraph shall read as follows:

(pp) The North 800 feet of the South 860 feet of the S.W. 1/4 of Section 4, T. 1 S., R. 9 E., City of Livonia, Wayne County, Michigan, bounded on the East by the West line of Bicentennial Estates Subdivision (Liber 99, Pages 77, 78, 79 and 80, Wayne County Records), and on the West by the East right-of-way line of Bicentennial Drive (86 feet wide) as established, shall be known and referred to as "Christopher Columbus Park."

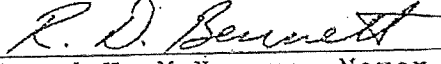
Section 3. Ordinance No. 1167 is hereby repealed as of the effective date of this ordinance and all ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

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

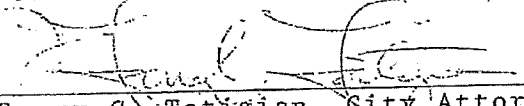
The above ordinance was passed at the regular meeting of the Council of the City of Livonia held Wednesday, November 19, 1980, at 8:00 P.M.


Addison W. Bacon, City Clerk

The foregoing ordinance was authenticated by me this 3rd day of December, 1980.


Edward H. McNamara, Mayor 

Approved as to form:


Harry C. Tatigian, City Attorney
Dated: December 1, 1980

rec. 7

certifying that at a regular meeting of the Council of the City of Livonia, held on January 10, 1979 at 33001 Five Mile Road, Livonia, Michigan, at which time and place the following members of the Council were present: Robert E. McCann, Robert T. Nash, Gerald D. Taylor, Jerry Raymond, Robert D. Bennett, Robert R. Bishop and Peter A. Ventura; absent--none; the following resolution was duly made and adopted:

G379216

RECORDED JAN 31 1979

FOREST E. YOUNGBLOOD, Register of Deeds

WAYNE COUNTY, MICHIGAN 48226

#28-79 RESOLVED, that having considered a letter from the City Engineer, approved by the Director of Public Works and approved for submission by the Mayor, recommending that 60 ft. rights-of-way be dedicated for public road purposes through the City's Bicentennial Park, the Council does hereby determine to dedicate and relinquish 60 ft. wide rights-of-way, the center lines of which are described as:

Bicentennial Drive

60 foot rights-of-way in the S.W. 1/4 of Section 4 and the S.E. 1/4 of Section 5, to be known as Bicentennial Drive, the center lines of said rights-of-way are described as:

Beginning at a point on the West right-of-way line of the 86 foot wide right-of-way known as Bicentennial Drive (Liber 19297, Page 673, Wayne County Records) in Section 4, T. 1 S., R. 9 E., City of Livonia, Wayne County, Michigan; said point being distant 75.23 feet due North to a point on a curve; thence Northeasterly along a curve to the right 314.16 feet measured along the arc of said curve to a point of tangency, said curve

having a radius of 600 feet and a central angle of 30° 00' 00"; thence N. 30° 00' 00" E. 512.05 feet to a point on a curve; thence Northerly on a curve to the left 209.44 feet, measured along the arc of said curve to a point of tangency, having a radius of 400 feet and a central angle of 30° 00' 00"; thence due North 641.32 feet; thence due West 43.00 feet from the S.W. corner of Section 4 to the point of beginning; thence due West 697.00 feet to the point of ending.

And also a 60 ft. right-of-way described as beginning at a point on the West right-of-way line of the 86 foot wide right-of-way, known as Bicentennial Drive (Liber 19297, Page 673, Wayne County Records) in Section 4, T. 1 S., R. 9 E., City of Livonia, Wayne County, Michigan; said point being distant 75.23 feet North to a point on a curve; thence Northeasterly along a curve to the right 314.16 feet measured along the arc of said curve to a point of tangency, said curve having a radius of 600 feet and a central angle of 30° 00' 00"; thence N. 30° 00' 00" E. 94.82 feet; thence N. 60° 00' 00" W. 43.00 feet from the Southwest corner of said Section 4; and proceeding thence N. 60° 00' 00" W. along said line 54.72 feet to a point on a curve; thence Northwesterly along a curve to the left 209.44 feet measured along the arc of said curve to a point of tangency, said curve having a radius of 400 feet and a central angle of 30° 00' 00"; thence West 322.82 feet to a point on a curve; thence Northwesterly along a curve to the right 78.54 feet measured along the arc of said curve to a point of tangency, said curve having a radius of 100 feet and a central angle of 90° 00' 00"; thence North 300 feet to point of ending.

861-76.

LI20407 PA177

G379216

LI20407PA178

And a 60 foot right-of-way in the S.W. 1/4 of Section 4, to be known as Bicentennial Drive, the center line of which is described as:

Beginning at a point on the East right-of-way line of the 86 foot wide right-of-way, known as Bicentennial Drive (Liber 19297, Page 673, Wayne County Records) in Section 4, T. 1 S., R. 9 E., City of Livonia, Wayne County, Michigan; said point being distant 75.23 feet North to a point on a curve; thence Northeasterly along a curve to the right 314.16 feet measured along the arc of said curve to a point of tangency, said curve having a radius of 600 feet and a central angle of 30° 00' 00"; thence N. 30° 00' 00" E. 512.05 feet to a point on a curve; thence Northerly on a curve to the left 209.44 feet measured along the arc of said curve to a point of tangency, said curve having a radius of 400 feet and a central angle of 30° 00' 00"; thence due North 271.32 feet; thence due East 43.00 feet from the S.W. corner of Section 4 to point of beginning; thence due East 817.00 feet to the point of ending.

And, the Council does further request that the Wayne County Bureau of Taxation record such rights-of-way dedication on all maps issued by that office and further, that the City Clerk is hereby requested to forward a certified copy of this resolution to the Wayne County Register of Deeds.

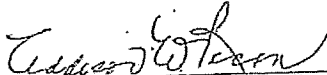
A roll call vote was taken on the foregoing resolution with the following result:

AYES: Bishop, Nash, Taylor, Raymond, Bennett, Ventura and McCann.

NAYS: None.

The President declared the resolution adopted.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his signature on this 25th day of January, A. D. 1979.


Addison W. Bacon, City Clerk, City of Livonia
Wayne County, Michigan

Return to:
Addison W. Bacon, City Clerk
33001 Five Mile Road
Livonia, Michigan 48154

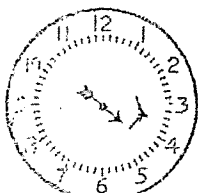
DEPARTMENT OF LAW

CITY ATTORNEY
Harry C. Tatigian

ASSISTANT CITY ATTORNEYS
Robert M. Feinberg
Robert B. Brzezinski

David G. Stoker

AUG 22 1976 PM



RECEIVED
CITY OF LIVONIA
OFFICE OF THE CITY CLERK



33001 FIVE MILE ROAD
LIVONIA, MICHIGAN 48154
GARfield 1-2000

Edward H. McNamara
MAYOR

August 19, 1976

TO: ADDISON W. BACON, CITY CLERK

FROM: DEPARTMENT OF LAW

SUBJECT: PARK SITE E-22, BUREAU OF TAXATION PARCEL
04FF2

Dear Sir:

Pursuant to Council Resolution No. 750-71, the City on September 9, 1971 acquired the captioned property with a down payment of \$20,000.00, the balance of \$57,000.00 being financed by a 5 year purchase money mortgage. The Council in its Resolution No. 865-71, accepted the warranty deed for the property on behalf of the City.

This is to inform you that the final payment due on the aforementioned mortgage has been paid by City of Livonia check No. B 022782, dated August 3, 1976, in the amount of \$12,084.00, a copy of which is enclosed for your files.

We are also attaching herewith a Discharge of Mortgage signed by the mortgagees, dated August 16, 1976, which should be recorded in the office of the Wayne County Register of Deeds.

We are closing our file.

Very truly yours,

HARRY C. TATIGIAN, CITY ATTORNEY

Robert M. Feinberg, Asst. City Attorney

RMF:kmd
Enclosures

	ACCOUNT NUMBER	P.O. NO.	AMOUNT OF INVOICE	DEDUCTIONS	NET AMOUNT
08/01/76	101-267-997.000.000	4029	684.00		684
08/01/76	101-267-998.000.000	4029	11,400.00		11,400

CITY OF LIVONIA

74-123
764

MICHIGAN NATIONAL BANK-WEST METRO
LIVONIA, MICHIGAN

33001 FIVE MILE ROAD



LIVONIA, MICHIGAN

B 022782

CITY OF LIVONIA **ED 12,084 AND 00 CTS**

CHECK NUMBER	DATE	AMOUNT
22782	08/03/76	***12,084.0

PAY
TO THE
ORDER OF

SAM & GERTRUDE WILLIS,
MILTON & ETHEL LAPPIN,
JOSEPH & RUTH CABOT,
AND ALBERT & DELLA SHULMAN

CITY OF LIVONIA
GENERAL PAYABLE ACCOUNT

Robert M. Feinberg
CITY CLERK

10724 1238 0709 1133 10

The undersigned on behalf of Sam and Gertrude Willis,
Milton and Ethel Lappin, Joseph and Ruth Cabot, and
Albert and Della Shulman, acknowledges receipt of the
above check received this 17th day of August, 1976 from
Robert M. Feinberg, Asst. City Atty.

Milton M. Lappin
Milton Lappin

(office of Mr. Feinberg)

J462354

19496PA 776

DISCHARGE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that SAM WILLIS and GERTRUDE A. WILLIS, his wife; MILTON M. LAPPIN and ETHEL LAPPIN, his wife; JOSEPH CABOT and RUTH W. CABOT, his wife; and ALBERT B. SHULMAN and DELLA S. SHULMAN, his wife, whose address is 16225 Oxley Road, Southfield, Michigan 48075, do hereby certify, That a certain Indenture Mortgage bearing date the 9th day of September, A.D. 1971, made and executed by CITY OF LIVONIA, a Michigan municipal corporation, of the first part, to SAM WILLIS and GERTRUDE A. WILLIS, his wife; MILTON M. LAPPIN and ETHEL LAPPIN, his wife; JOSEPH CABOT and RUTH W. CABOT, his wife; and ALBERT B. SHULMAN and DELLA S. SHULMAN, his wife, of the second part, and recorded in the Register's Office for the County of Wayne and State of Michigan, in Liber 17895 of Wayne County Records, on Page 944, on the 12th day of November, A.D. 1971, Register J 86046, is fully paid, satisfied and discharged.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the 10 day of August, 1976.

Signed, Sealed and Delivered in
Presence of

Ida Ryous

Alexander C. Perinoff

Sam Willis
Sam Willis

Gertrude A. Willis
Gertrude A. Willis

Milton M. Lappin
Milton M. Lappin

Ethel Lappin
Ethel Lappin

Joseph Cabot
Joseph Cabot

Ruth W. Cabot
Ruth W. Cabot

Albert B. Shulman
Albert B. Shulman

Della S. Shulman
Della S. Shulman

10667
AUG 27 1976
JERRY E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

SEP 02 76 AM



RECEIVED
CITY OF LIVONIA
CLERK OF THE CITY CLERK

Page One of Two Pages

841212

J462354

18018-351

The undersigned have this day and the benefits and advantages thereof to the respective being, design and purchase of the same
Dated this 1st day of November A.D. 1951
Signed, Sealed and Delivered in Presence of:

(L.S.)

CITY OF LIVONIA, a Michigan Municipal Corporation

By: Edward H. McNamara (L.S.)
Edward H. McNamara

Mayor

and Addison W. Bacon (L.S.)
Addison W. Bacon
City Clerk

(L.S.)

STATE OF MICHIGAN

COUNTY OF

A.D. 19

On this day of November A.D. 1951, the undersigned, personally appeared before me, the undersigned, a Notary Public in and for the State of Michigan, and they acknowledged the execution thereof to be their act and deed.

My commission expires

Notary Public

County, Michigan

STATE OF MICHIGAN

COUNTY OF Wayne

On this day of November A.D. 1951, the undersigned, a Notary Public in and for the State of Michigan, personally appeared EDWARD H. MC NAMARA

and ADDISON W. BACON Mayor and City Clerk of the City of Livonia, a Michigan Municipal Corp.

and that the said Edward H. McNamara and Addison W. Bacon, by authority of the City Council, pursuant to Council Resolution No. 900-71 and acknowledged said instrument to be the true act and deed of said corporation.

My commission expires
Notary Public
Department of Law

Marie V. [Signature]
Notary Public
County, Michigan

City of Livonia, Michigan

REIMAGE

SCHEDULE A

Policy No.:

82-807781

Date of Policy:

January 26, 1972 at 8:30 A. M.

Amount of Insurance:

\$ 150,000.00

1. Name of Insured:

City of Livonia, a Michigan Municipal Corporation.

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple estate and is at Date of Policy vested in:

City of Livonia, a Michigan Municipal Corporation.

3. The land referred to in this policy is described as follows:

Land in the City of Livonia, Wayne County, Michigan described as:
That part of Section 5, Town 1 South, range 9 East, described as being East 1/2 of East 1/2 of Southeast 1/4 of Section 5, except the East 10.0 acres thereof and containing 29.86 acres, more or less. Subject to rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

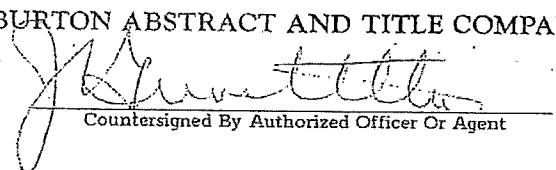
SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

1. Standard exceptions A to E shown under Exclusions from Coverage of this Policy.
2. Master School and Park Plan for City of Livonia, as set forth in instrument recorded in liber 16192, page 256, Register No. F 154516.

Audit No. **07307**

BURTON ABSTRACT AND TITLE COMPANY


Countersigned By Authorized Officer Or Agent

GArfield 7-3200



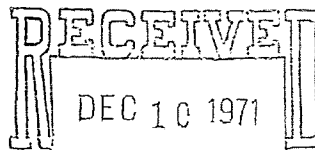
GROSSMAN LIVONIA REALTY CO.

ESTABLISHED 1940

A COMPLETE REAL ESTATE SERVICE

27520 Five Mile Road
Livonia, Michigan
48154

December 7, 1971



CITY OF LIVONIA
DEPT. OF LAW

CR-865-71 City Park Site Designation E-22

City Attorney
Mr. Tatigan
Livonia, Michigan

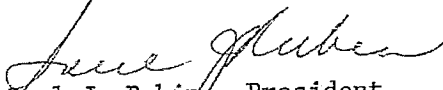
Re: 7 Mile Road property

Gentlemen:

Enclosed is the Title Policy from Burtons Abstract
& Tile Company # 804336, covering the property you purchased on 7 Mile
Road.

Very truly yours,

GROSSMANLIVONIA REALTY CO


Saul J. Rubin - President

SJR:as

encl.

Kenwood 7-9410



19496 PA 777

STATE OF MICHIGAN)
)
) SS:
COUNTY OF)

On this 18th day of August, 1976, before me personally appeared SAM WILLIS and GERTRUDE A. WILLIS, his wife; MILTON M. LAPPIN and ETHEL LAPPIN, his wife; JOSEPH CABOT and RUTH W. CABOT, his wife; and ALBERT B. SHULMAN and DELLA S. SHULMAN, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Alexander S. Perinoff
Notary Public, Livonia County, Mich.
My comm. expires: Aug 5, 77

Instrument drafted by:

Robert M. Feinberg, Asst. City Attorney
Department of Law
33001 Five Mile Road
Livonia, Michigan 48154

When recorded, return to:

Office of the City Clerk
City of Livonia
33001 Five Mile Road
Livonia, Michigan 48154

Approved as to form:

Robert M. Feinberg
Robert M. Feinberg, Asst. City Atty.

Dated: August 17, 1976

Page Two of Two Pages

841212

MORTGAGE FUND

15th day of November

71

has a number referred to as

has been referred to as "THE MONTAGUE".

City of Livonia.

~~George~~ Wayne

and River of Michigan

(Bureau of Taxation Parcel USA 1)

22:45 noon

REC'D MAR 20 1972
J. L. (INGE) - 1
J. L. COUNTY TO MICHIGAN

112338-56

FILE INSURANCE - ADVISORY - UNKNOWN

One Hundred Thousand and

Examination of the records of the Department of the Interior, Bureau of Land Management, shows that the following lands are owned by the United States:

(The following information was obtained from the records of the Department of Social Services, State of New York.)

4. The "Mortgage" covenants with the "Mortgagor" while the mortgage remains in force as follows:—

2. To pay off taxes and assessments levied on the land within sixty days after the same become due and payable, and deliver the official

... to the ...

[illegible]

... of the rate on the mortgage payments. But the rate is not the only factor in determining the cost of the mortgage. The cost is also determined by the interest rate on the mortgage, the length of the mortgage, and the amount of the mortgage. The interest rate on the mortgage is determined by the Federal Reserve Bank of New York. The length of the mortgage is determined by the borrower. The amount of the mortgage is determined by the lender.

... of the Government of the Republic of the Philippines, and the requirements of the municipality or other governmental regulations affecting

... any insurance policy or in the payment of any tax, assessment or insurance premium the Mortgagee shall pay such assessments, taxes and insurance premiums and any other sums so paid shall be added

... to the Mortgagee for the sum of \$100,000.00 with interest at the rate of 10.00 per cent per annum.

... upon said indebtedness, or any tax, assessment or insurance premium, any

See Federal Register subsequent to the date hereof for any changes.

10. The mortgagee shall be entitled to use the proceeds of the sale of the property in the manner of collecting the same and shall become due and payable forthwith at the

... ..

reference to this m. e valued in a person other than the mortgagor,

...the mortgage, liability hereunder, or upon the cash hereby

[illegible]

the proceeds with the appropriate agency, and to execute and deliver to the Purchaser or Purchasers, at such date, days or calendar months, years and years and months as may be determined in such case made and provided, and out of the proceeds to obtain all sums due

3. The mortgagor shall not be bound to pay the interest on the mortgage until the principal has been paid in full, and the interest shall be paid by law, returning the principal money, if any, to the Mortgagee or his assigns, as aforesaid, and the interest shall be paid by law, returning the principal money, if any, to the Mortgagee or his assigns, as aforesaid, and the interest shall be paid by law, returning the principal money, if any, to the Mortgagee or his assigns, as aforesaid.

(over)

(७५४)

Lawyers Title Insurance Corporation

#676283

WARRANTY DEED—CORPORATION—Statutory Form
Act 187 P. A. 1881—M.S.A. 26.571

KNOW ALL MEN BY THESE PRESENTS: That **PYRAMID INVESTMENT COMPANY**, a Michigan Corporation
3333 Cadillac Tower, Detroit, Michigan
Conveys and Warrants to **CITY OF LIVONIA**, a Michigan Municipal Corporation
whose Street Number and Post Office address is **33001 Five Mile Road, Livonia, Michigan 48154**
the following described premises situated in the City of **Livonia** County of **Wayne**
and State of Michigan, to-wit:

That part of Section 5, Town 1 South, Range 9 East, City of
Livonia, Wayne County, Michigan, described as being East 1/2
of East 1/2 of Southeast 1/4 of Section 5, except the east
10.0 acres thereof.

RECORDED **JAN 25 1972** AT **847** **BOOK 18** (Bureau of Taxation Parcel 05K1)
BERNARD J. YOUNGBLOOD, Register of Deeds 29.86 Acres

WAYNE COUNTY, MICHIGAN 48226

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining,

for the sum of **One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00)** One Dollar(s)

and other valuable considerations;

subject to restrictions and easements of record.

Dated this **15th** day of **November**
Signed, Sealed and Delivered in Presence of:

APPROVED AS TO FORM
BY **[Signature]**
DATE **11-19-71**
A. D. 19 **71**
Signed and Sealed:

[Signature]
Harry C. Tatigian
[Signature]
Mary A. Stringer

PYRAMID INVESTMENT COMPANY,
a Michigan Corporation
By **[Signature]** (L.S.)
Murray Koorhan
Its **President**
And **[Signature]** (L.S.)
David S. Bodzin
Its **Treasurer**

In the STATE OF MICHIGAN, COUNTY OF **Wayne** and **Charles Rosenblatt**, Secretary
On this **15th** day of **November** A. D. 19 **71** before me, personally
appeared **Murray Koorhan and David S. Bodzin and Charles Rosenblatt**

to me personally known, who being by me sworn, did (1) each for himself.
say that (2) they are respectively the President and the
Treasurer, & Secretary of **Pyramid Investment Company**, a Michigan Corporation,
the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said
corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said

Murray Koorhan and David S. Bodzin and Charles Rosenblatt

free act and deed of said corporation.

My commission expires **December 2** A. D. 19 **72**

Note: If more than one officer acknowledges insert at (1) "each
for himself," and (2) "they are respectively"

Instrument
Drafted by **Harry C. Tatigian, City Attorney** Business
Address **33001 Five Mile Rd., Livonia, Michigan**

This is to certify that the **County Treasurer's Certificate** on the
property and that taxes are paid for **FIVE YEARS** previous
to date of this instrument **EXCEPT 1971 NOT EXAMINED**

No. **4499**
JAN 21 1972 **Wayne County Treasurer**
Clerk **[Signature]**

[Signature]
Marie V. Arden
Notary Public **Wayne** County, Michigan
for me this **17th** day of **Jan**

Recording Fee

U. S. Revenue Stamps **165.00**

When recorded return to

**Office of City Clerk, 33001 Five Mile Road
Livonia, Michigan 48154**

TITLE INSURANCE - ABSTRACTS - ESCROWS

TITLE INSURANCE - ABSTRACTS - ESCROWS

52121499 0000050 1

BURTON ABSTRACT AND TITLE COMPANY

BURTON BUILDING
350 East Congress Street
DETROIT, MICHIGAN 48226
AREA CODE 313 TELEPHONE 964-5000



NUMBER
F 802895

AMOUNT
\$ 150,000.00

OWNER'S TITLE INSURANCE POLICY

Insuring:

City of Livonia, a Michigan Municipal Corporation,

BURTON ABSTRACT AND TITLE COMPANY, a Michigan Corporation of Detroit, herein called the Company, for a valuable consideration, paid for this policy of Title Insurance, does hereby insure the party (or parties) named above, herein called the Insured, its successors, heirs or devisees, against all loss or damage, not exceeding the amount stated above which the Insured shall sustain by reason of the failure or unmarketability of the title of party named under Schedule A, Section 1, to the real estate or interest in real estate described in Schedule A, Section 2, at the date hereof, excepting only such liens, incumbrances and other matters as are set forth in Schedule B, and subject to the conditions and stipulations, which, together with the aforesaid schedules, are hereto annexed and made a part of this policy.

IN WITNESS WHEREOF, the BURTON ABSTRACT AND TITLE COMPANY, has caused its corporate name and seal to be affixed by its duly authorized officer on October 12, 1971 at 8:30 A.M.

BURTON ABSTRACT AND TITLE COMPANY
By [Signature]
Authorized Officer

SCHEDULE A

1. The estate or interest insured.

City of Livonia, a Michigan Municipal Corporation,
OWNER IN FEE SIMPLE.

2. Description of the real estate.

Land in the City of Livonia, Wayne County, Michigan described as: West 1/2 of west 1/2 of west 1/2 of southwest 1/4 of Section 4, and east 10 acres of southeast 1/4 of Section 5, town 1 south, range 9 east, City of Livonia, Wayne County, Michigan, containing 30 acres, more or less. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

SCHEDULE B

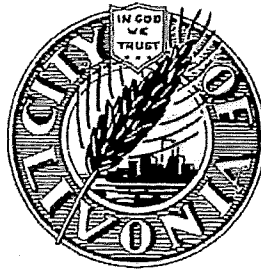
Showing defects, liens, encumbrances, taxes, assessments and other matters against which the Company does not, by this policy, insure.

1. Standard exceptions A to E on reverse side hereof.
2. The terms and conditions of the Master Plan of the City of Livonia as recorded in liber 16192 page 256, Wayne County Records.
3. Mortgage for \$110,000.00 executed by City of Livonia, a Michigan Municipal Corporation to Arthur D. Levitt and Ruth B. Levitt, his wife; Charles A. Pizer and Mollie S. Pizer, his wife; and Lawrence R. Pizer and Ruth L. Pizer, his wife, dated August 4, 1971 and recorded August 6, 1971 in liber 17789 page 8, Wayne County Records; Register No. J 53395.

DEPARTMENT OF LAW

CITY ATTORNEY
HARRY C. TATIGIAN

ASSISTANT CITY ATTORNEYS
ROBERT M. FEINBERG
GARY L. SACKETT



EDWARD H. McNAMARA
MAYOR

APR 5 - 1971

33001 FIVE MILE ROAD
LIVONIA, MICHIGAN 48154
GARFIELD 1-2000

August 5, 1971

TO: ADDISON W. BACON, CITY CLERK

FROM: DEPARTMENT OF LAW

SUBJECT: DOCUMENTS IN CONNECTION WITH THE ACQUISITION
OF CITY PARK SITE DESIGNATION E-25 (Tax Item Nos.
04BB and 05K2) - Mich Project OSA-148

REF: CR-654-71

Dear Sir:

The Department of Law, pursuant to the captioned resolution, finalized the purchase of City Park Site Designation E-25 and the Warranty Deed conveying the subject property to the City has been forwarded to the City Council for acceptance. The original Mortgage Form and Mortgage Note have been retained by Mr. Lawrence R. Pizer and he has informed me that he will have both instruments recorded.

In connection with this transaction I am enclosing the following documents for your information:

1. Carbon copy of Mortgage Note;
2. Carbon copy of Mortgage;
3. Original of Settlement Statement on Sale of Property;
4. Commitment for Title Insurance (Revised) dated July 14, 1971 No. 802895 issued by Burton Abstract and Title Company;
5. Order to Issue Policy; *Order to issue policy mailed 10-6-71*
6. Copy of letter dated 8/4/71 addressed to City Treasurer requesting payment of 1970 taxes on subject property; and

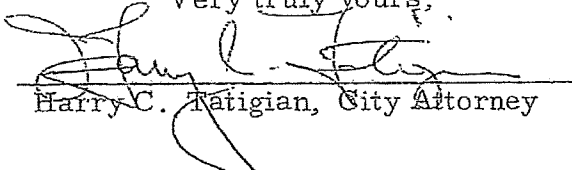
To: Addison W. Bacon, City Clerk
Re: Documents in connection with Park Site E-25
(Levitt-Pizer-Pizer)

Page 2
August 5, 1971

7. Statement from Burton in the amount of \$630.00 for the cost of the title policy when ordered. As you will note, the statement is billed to L. R. Pizer, however, the City is paying for the policy, pursuant to council resolution #654-71, and at the time of payment to Burton, Mr. Pizer's account with Burton should be credited with this amount.

Please note that in accordance with the aforesaid mortgage note and mortgage, the first payment of \$11,000.00 is due on or before July 15, 1972, plus interest; payments thereafter shall be made in a like sum annually. Accordingly, provision should be made in next year's budget for such payment.

Very truly yours,



Harry C. Tatigian, City Attorney

HCT:s encls. - as above
cc: Budget Director (no encls.)

MORTGAGE NOTEPURCHASE-MONEY MORTGAGE\$ 110,000.00 Livonia, Michigan, August 4, 19 71

For value received the undersigned promises to pay to the order of Arthur D. Levitt and Ruth B. Levitt, his wife; Charles A. Pizer and Mollie S. Pizer, his wife; and Lawrence R. Pizer and Ruth L. Pizer, his wife, the principal sum of One Hundred Ten Thousand and no/100 (\$110,000.00) Dollars with interest from date hereof at the rate of Six (6) per cent per annum, while the mortgagor is not in default in making the payments herein provided, and if in default in making such payments for a period of thirty days, then at the rate of seven per cent per annum from the time of such default until all sums in default are fully paid. Said principal and interest shall be paid by the undersigned in lawful money of the United States of America as follows:

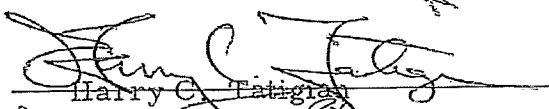
Annual payments of Eleven Thousand and no/100 Dollars (\$11,000.00) on principal, plus interest, the first payment of which shall be due on July 15, 1972, and a like sum each 12 months thereafter until fully paid within ten (10) years (July 15, 1981). One-half (1/2) of each payment shall be made payable to Arthur D. Levitt and Ruth B. Levitt, his wife; one-sixth (1/6) of each payment shall be made payable to Charles A. Pizer and Mollie S. Pizer, his wife; and one-third (1/3) shall be made payable to Lawrence R. Pizer and Ruth L. Pizer, his wife.

Both principal and interest of this note are payable at 31700 Nottingham Drive,
Franklin, Michigan 48025

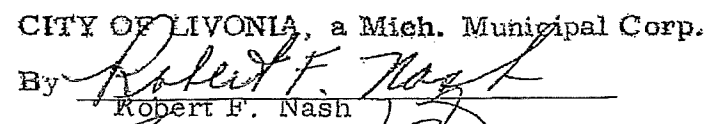
Should default be made in the payment of any installments of interest and/or principal due hereunder for a period of thirty days, then such default shall mature the entire indebtedness evidenced hereby, without notice, at the option of the holder thereof. Every person at any time liable for the payment of the debt evidenced hereby, waives presentment for payment, demand and notice of non-payment of this note, and consents that the holder may extend the time of payment of any part or the whole of the debt at any time at the request of any other person liable.

This note is secured by a first mortgage of even date herewith, made by the undersigned to the above payee, which mortgage covers real estate in Livonia Michigan, described as:

West 1/2 of west 1/2 of west 1/2 of southwest 1/4 of Section 4, and east 10 acres of southeast 1/4 of Section 5, town 1 south, range 9 east, City of Livonia, Wayne County, Michigan, containing 30 acres, more or less. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes. (Tax Item Nos. 04BB and 05K2)


Harry C. Tatigian

Mary A. Stringer

CITY OF LIVONIA, a Mich. Municipal Corp.
By 
Robert F. Nash
and 
Addison W. Bacon, City Clerk

1971

hereinafter referred to as

County of Wayne and State of Michigan

West 1/2 of west 1/2 of west 1/2 of southwest 1/4 of Section 4,
and east 10 acres of southeast 1/4 of Section 5, town 1 south,
range 9 east, City of Livonia, Wayne County, Michigan, containing
30 acres, more or less.
Subject to the rights of the public and of any governmental unit in
any part thereof taken, used or deeded for street, road or highway
purposes.

(Tax Item Nos. 04BB and 05K2)

together with the hereditaments and appurtenances thereunto belonging and if the said premises be improved with a building designed for occupancy as an apartment house, family hotel or for commercial or business purposes, also together with all disappearing beds, ice boxes, equipment for heating, lighting, cooking, mirrors, door and window shades, screens and awnings and such other goods, chattels and personal property as are ever furnished by a landlord in letting or operating an unfurnished building similar to the buildings erected upon the mortgaged premises and now or hereafter installed therein by the mortgagor or his assigns, which shall be deemed between the parties hereto, and all parties claiming by, through or under them, an accession to the freehold and a part of the realty and encumbered by this mortgage to secure the performance of the covenants hereinafter contained, and the payment of the principal sum of One Hundred Ten Thousand and no/100 Dollars (\$110,000.00) - (Annual payments of Eleven Thousand and no/100 Dollars (\$11,000.00) on principal, plus interest, the first payment of which shall be due on July 15, 1972, and a like sum each 12 months thereafter until fully paid within ten (10) years (July 15, 1981). One-half (1/2) of each payment shall be made payable to Arthur D. Levitt and Ruth B. Levitt, his wife; one-sixth (1/6) of each payment shall be made payable to Charles A. Pizer and Mollie S. Pizer, his wife; and one-third (1/3) shall be made payable to Lawrence R. Pizer and Ruth L. Pizer, his wife.)

with interest from date hereof at the rate of six (6) per cent per annum while the mortgagor is not in default in making the payments herein provided, and if in default in making such payments for a period of thirty days, then at the rate of seven per cent per annum from the time of such default until all sums in default are fully paid, payable annually until the full payment of all sums owing hereon according to the terms of a promissory note of even date executed by

to the mortgagee, and will pay interest on all overdue interest from its maturity until paid at the rate of seven per cent per annum, provided, interest shall be paid at the rate herein agreed, anything in said note to the contrary notwithstanding.

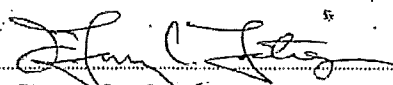
And the "Mortgagor" covenants with the "Mortgagee," while this mortgage remains in force, as follows:— . . .

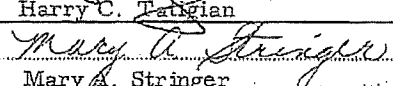
1. To pay said indebtedness and the interest thereon in the time and in the manner above provided;
2. To pay all taxes and assessments levied on the land within thirty days after the same become due and payable, and deliver the official receipts therefor to the Mortgagee;
3. ~~To pay all taxes and assessments levied on the land within thirty days after the same become due and payable, and deliver the official receipts therefor to the Mortgagee;~~
4. To abstain from the commission of waste on the mortgaged premises, and to observe and comply with all laws and ordinances, regulations and requirements of the Municipality or other government regulations affecting the mortgaged premises.
5. That, if there be default in delivering any insurance policy or in the payment of any tax, assessment or insurance premium the Mortgagee may effect such insurance or secure such policy and pay such assessment, taxes or insurance premiums and any amount so paid shall be added to said indebtedness and hereby secured and be payable to the Mortgagee forthwith with interest at the rate of seven per cent per annum.
6. That the whole of said principal sum shall, at the option of the Mortgagee, become due and payable after default for more than 30 days, in the payment of any installment of principal or interest upon said indebtedness, or any tax, assessment or insurance premium, anything to the contrary herein or in said note notwithstanding.
7. That, in the event of the passage of any law or regulation, State, Federal or Municipal, subsequent to the date hereof in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting such taxes, the entire principal secured by this mortgage and all interest accrued thereon shall become due and payable forthwith, at the option of the mortgagee.
8. That, in the event the ownership of the mortgaged premises, or any part thereof, become vested in a person other than the mortgagor, the mortgagee may deal with such successor or successors in interest with reference to this mortgage, and the debt hereby secured in the same manner as with the mortgagor, without in any manner vitiating or discharging the mortgagor's liability hereunder, or upon the debt hereby secured.
9. The power is hereby granted by the Mortgagor to the Mortgagee, if default is made in the payment of said indebtedness, interest, taxes, or insurance premiums, or any part thereof at the time and in the manner herein agreed, to grant, bargain, sell, release, and convey the premises, with the appurtenances at public auction and to execute and deliver to the Purchaser or Purchasers, at such sale, deeds of conveyance, good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds to retain all sums due thereon, the costs and charges of such sale, and the attorney fees provided by law, returning the surplus money, if any, to the Mortgagor or Mortgagor's heirs and assigns, and such sale or a sale pursuant to a decree in chancery for the foreclosure hereof may, at the option of the mortgagee, be made en masse.

(0405)

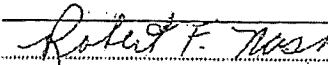
TITLE INSURANCE - ABSTRACTS - ESCROW

The covenants herein shall bind and the benefits and advantages ensue to the respective heirs, assigns and successors of the parties,
Dated this 4th day of August A. D. 19 71
Signed, Sealed and Delivered in Presence of: Signed and Sealed:

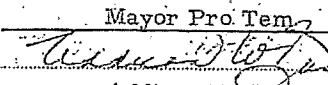

Harry C. Tatigian


Mary A. Stringer

CITY OF LIVONIA, a Michigan (L.S.)
Municipal Corporation

By  (L.S.)
Robert F. Nash

Mayor Pro Tem

and  (L.S.)
Addison W. Bacon
City Clerk

STATE OF MICHIGAN

COUNTY OF

ss.

On this

day of

A. D. 19

before me, the subscriber, a Notary Public in and for said county, personally appeared
known to me to be the person described in and who executed the within Mortgage, and then acknowledged the execution thereof to be
free act and deed.

My commission expires

Notary Public, County, Michigan.

STATE OF MICHIGAN

COUNTY OF

Wayne

ss.

On this 4th day of

August

A. D. 19 71

before me, the subscriber, a Notary Public in

and for said county, personally appeared

ROBERT F. NASH

and

ADDISON W. BACON

and

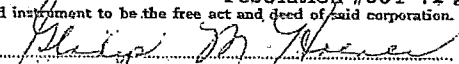
City Clerk

of the City of Livonia, a

Mich. Municipal Corp., and that the seal affixed to said instrument is the corporate seal of said corporation, and that said

instrument was signed and sealed in behalf of said corporation, by authority of its Mayor and City Council, pursuant to council

Robert F. Nash and Addison W. Bacon acknowledged said instrument to be the free act and deed of said corporation.


Gladys M. Hoener

My commission expires January 4, 1972

Notary Public, Wayne County, Michigan.

Instrument Harry C. Tatigian, City Attorney Business 33001 Five Mile Rd., Livonia, Michigan
Drafted by Address:

MORTGAGE

Lawyers Title
Insurance Corporation

When recorded return to

SETTLEMENT STATEMENT ON SALE OF PROPERTY

SELLERS: ARTHUR D. LEVITT and RUTH B. LEVITT, his wife
8586 Huntington Road, Huntington Woods, Mich.
CHARLES A. PIZER and MOLLE S. PIZER, his wife
Harrisville, Michigan
LAWRENCE R. PIZER and RUTH L. PIZER, his wife
31700 Nottingham Drive, Franklin, Michigan

PURCHASER: CITY OF LIVONIA, a Michigan Municipal Corporation
33001 Five Mile Road
Livonia, Michigan

PROPERTY: CITY PARK SITE DESIGNATION E-25
West 1/2 of west 1/2 of west 1/2 of southwest 1/4 of
Section 4, and east 10 acres of southeast 1/4 of
Section 5, town 1 south, range 9 east, City of Livonia,
Wayne County, Michigan, containing 30 acres, more or
less. Subject to the rights of the public and of any
governmental unit in any part thereof taken, used or
dedeed for street, road or highway purposes.
(Tax Item Nos. 04BB and 05K2)

CREDITS TO SELLERS

Purchase Price	\$150,000.00	
*Pro-ration of taxes 7-1-71 to 11-30-71)	1,063.65	\$151,063.65

CREDITS TO PURCHASER

Revenue Stamps on Deed		\$165.00	
1970 City and County Taxes			
plus interest and penalty			
through August 31, 1971			
<u>as to Tax Item 04BB</u>			
Taxes	\$1,395.62	\$1,493.31	
Interest	41.87		
Penalty	55.82		
<u>as to Tax Item 05K2</u>			
Taxes	\$1,157.16		
Interest	34.71		
Penalty	46.29	\$1,238.16	\$2,896.47
			\$148,167.18

NEW LIEN TO BE PAID

Purchase Money Mortgage	\$110,000.00
NET CASH DUE SELLERS	\$ 38,167.18

NET CASH DUE SELLERS \$ 38,167.18

Settlement Statement on Sale of Property
(Levitt/Pizer)

SETTLEMENT ACCEPTED AS RENDERED

SELLERS:

Sharon D. Pizer
Paul B. Levitt

PURCHASER:

By

Harry C. Tatigian
Harry C. Tatigian, City Atty.

Dated: 8-3-71

* While the taxes are unpaid, a credit to Sellers is shown for pro-rata, since the entire amount of taxes plus interest and penalty are thereafter shown as credit to Purchaser who will pay the same.

REVISED

COMMITMENT FOR TITLE INSURANCE

BURTON ABSTRACT AND TITLE COMPANY

350 EAST CONGRESS STREET

MAIN OFFICE

DETROIT, MICHIGAN 48226

EFFECTIVE DATE: July 14, 1971 at 8:30 A.M.

COMMITMENT NO. 802895

BURTON ABSTRACT AND TITLE COMPANY, a Michigan Corporation, hereby agrees to issue a policy of title insurance as hereinafter set forth upon payment of the prescribed premium. THE POLICY WILL BE ISSUED SUBJECT TO EACH ENCUMBRANCE AND EXCEPTION LISTED BELOW, OR WHICH ARISES AFTER THE EFFECTIVE DATE HEREOF, UNLESS ELIMINATED TO OUR SATISFACTION.

FORM OF POLICY
TO BE ISSUED

OWNER'S POLICY

\$ 150,000.00

A.L.T.A. MORTGAGE POLICY -
WITHOUT EXCEPTIONS

\$

A.L.T.A. MORTGAGE POLICY
WITH EXCEPTIONS

\$

PARTY TO BE INSURED

City of Livonia,
a Michigan Municipal Corporation

DESCRIPTION OF REAL ESTATE

Situated in City of Livonia,

Wayne County, Michigan

West 1/2 of west 1/2 of west 1/2 of southwest 1/4 of Section 4, and east 10 acres of southeast 1/4 of Section 5, town 1 south, range 9 east, City of Livonia, Wayne County, Michigan, containing 30 acres, more or less. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

Tax Item Nos. 04 BB

05 K 2

OWNER, ENCUMBRANCES, EXCEPTIONS AND REQUIREMENTS

- Owner: Arthur D. Levitt, as to an undivided 1/2 interest.
1/6 - Charles A. Pizer and Lawrence R. Pizer, as joint tenants,
as to an undivided 1/3 interest.
Ruth L. Pizer, as to an undivided 1/6 interest.

RECORD DEED FROM ARTHUR D. LEVITT AND RUTH B. LEVITT, HIS WIFE, AND CHARLES A. PIZER AND MOLLIE S. PIZER, HIS WIFE AND LAWRENCE R. PIZER AND RUTH L. PIZER, HIS WIFE, TO CITY OF LIVONIA, A MICHIGAN MUNICIPAL CORPORATION.

- Subject to the terms and conditions of the Master Plan of the City of Livonia as recorded in liber 16192, page 256, Wayne County Records.
- 1970 City and County Taxes: Unpaid (\$2,552.78 Total Tax, not including penalties and interest).

*Annville, Mich.
48740*

*31700 N. High
Franklin
48025*

Countersigned by

Authorized Signature

BURTON ABSTRACT AND TITLE COMPANY

John Badenhop
PRESIDENT

If countersigned by an authorized officer or agent of the company, this commitment is valid and binding for a period of 90 days from the date hereof.

PRESIDENT

iy

NOTE: The reverse side hereof is part of this commitment.

AUDIT NUMBER C 857620

COMMITMENT FOR TITLE INSURANCE

BURTON ABSTRACT AND TITLE COMPANY

350 EAST CONGRESS STREET MAIN OFFICE DETROIT, MICHIGAN 48226

EFFECTIVE DATE: July 14, 1971 at 8:30 A.M. COMMITMENT NO. 802895

BURTON ABSTRACT AND TITLE COMPANY, a Michigan Corporation, hereby agrees to issue a policy of title insurance as hereinafter set forth upon payment of the prescribed premium. THE POLICY WILL BE ISSUED SUBJECT TO EACH ENCUMBRANCE AND EXCEPTION LISTED BELOW, OR WHICH ARISES AFTER THE EFFECTIVE DATE HEREOF, UNLESS ELIMINATED TO OUR SATISFACTION.

FORM OF POLICY TO BE ISSUED:

OWNER'S POLICY \$ 150,000.00	A.L.T.A. MORTGAGE POLICY WITHOUT EXCEPTIONS \$ 150,000.00	A.L.T.A. MORTGAGE POLICY WITH EXCEPTIONS \$ 150,000.00
---------------------------------	---	--

PARTY TO BE INSURED:

City of Livonia,
a Michigan Municipal Corporation

DESCRIPTION OF REAL ESTATE

Situated in City of Livonia, Wayne County, Michigan
West 1/2 of west 1/2 of west 1/2 of southwest 1/4 of Section 4, and east 10 acres of southeast 1/4 of Section 5, town 1 south, range 9 east, City of Livonia, Wayne County, Michigan, containing 30 acres, more or less.
Subject to the rights of the public and of any governmental unit in any part thereof taken, used or dedeed for street, road or highway purposes.

Tax Item Nos. 04 BB

OWNER, ENCUMBRANCES, EXCEPTIONS AND REQUIREMENTS

- Owner: Arthur D. Levitt, as to an undivided 1/2 interest.
Charles A. Pizer and Lawrence R. Pizer, as joint tenants, as to an undivided 1/3 interest.
Ruth L. Pizer, as to an undivided 1/6 interest.

RECORD DEED FROM ARTHUR D. LEVITT AND RUTH B. LEVITT, HIS WIFE, AND CHARLES A. PIZER AND MOLLIE S. PIZER, HIS WIFE AND LAWRENCE R. PIZER AND RUTH L. PIZER, HIS WIFE, TO CITY OF LIVONIA, A MICHIGAN MUNICIPAL CORPORATION.

- Subject to the terms and conditions of the Master Plan of the City of Livonia as recorded in liber 16192, page 256, Wayne County Records.
- 1970 City and County Taxes: Unpaid (\$2,552.78 Total Tax, not including penalties and interest).

Countersigned by H. Mathiak
Authorized Signature

BURTON ABSTRACT AND TITLE COMPANY

John Baden Loop
PRESIDENT

If countersigned by an authorized officer or agent of the company, this commitment is valid and binding for a period of 90 days from the date hereof.

iy

August 4, 1971

TO: CARL J. WAGENSCHUTZ, CITY TREASURER
FROM: DEPARTMENT OF LAW
SUBJECT: PAYMENT OF TAXES (Park Site E-25)

Pursuant to council resolution No. 654-71, the Department of Law on this day finalized the purchase of Tax Item Nos. 04BB and 05K2 from the owners thereof (Arthur D. Levitt and Ruth B. Levitt, his wife; Charles A. Pizer and Mollie S. Pizer, his wife; and Lawrence P. Pizer and Ruth L. Pizer, his wife). The Warranty Deed conveying the subject property to the City is being submitted to the Council for its acceptance.

The 1970 taxes have not been paid on this property and this is to request that the attached check in the sum of \$2,731.47 be forwarded to the Wayne County Treasurer as full payment of the 1970 taxes plus interest and penalty due on same.

Thank you.

Very truly yours,

Harry C. Tatigian, City Attorney

HCT:s

attachment - City of Livonia Check #4616
dated 8/3/71 payable to Louis H. Funk,
Wayne County Treasurer.

CITY OF LIVONIA

33201 FIVE MILE ROAD

No. 4616

CITY OF
LONDON 27 10 1847

Louis H. Funk
Wayne County Treasurer

0764-1238

CITY OF LIVONIA

PARKS & RECREATION CONSTR.

[illegible]

BANK ACCOUNT NO. _____ ACCOUNT DESCRIPTION _____
TREASURER

CITY OF LIVONIA
LIVONIA, MICHIGAN

CITY OF LIVONIA
LIVONIA, MICHIGAN

Lawyers Title Insurance Corporation

A Stock Company
Home Office ~ Richmond, Virginia

POLICY OF TITLE INSURANCE

CASE NO. D-182369-F

AMOUNT

\$--150,000.00--

SCHEDULE A

NAME OF INSURED

DATE OF POLICY

September 27, 1971

at 8:00 A.M.

CITY OF LIVONIA, a Michigan Municipal Corporation

1. The estate or interest in the land described herein and which is covered by this policy is:

Fee Simple.

2. The estate or interest referred to herein is at Date of Policy vested in:

City of Livonia, a Michigan Municipal Corporation.

3. The land referred to in this Policy is described as follows:

Land in the City of Livonia, County of Wayne, State of Michigan,
described as:

PARCEL I: The North 10 acres of the West 1/2 of the East 3/4 of the
West 1/2 of the Southwest 1/4 of Section 4, Town 1 South, Range 9
East, City of Livonia, Wayne County, Michigan.

PARCEL II: The South 10 acres of the North 20 acres of the West 1/2
of the East 3/4 of West 1/2 of Southwest 1/4 of Section 4, Town 1
South, Range 9 East, City of Livonia, Wayne County, Michigan.

PARCEL III: The South 10 acres of the West 1/2 of the East 3/4 of
the West 1/2 of the Southwest 1/4 of Section 4, Town 1 South, Range 9
East, City of Livonia, Wayne County, Michigan.

Countersigned:

DETROIT BRANCH OFFICE

B. Girard

Authorized Officer or Agent

Issued at: DETROIT, MICHIGAN

ORIGINAL Page 1—Sched. A—Policy No. **S 213057**

Lawyers Title Insurance Corporation

A Stock Company
Home Office ~ Richmond, Virginia

Case No. D-182369-F

SCHEDULE B

This Policy does not insure against loss or damage by reason of the following:

1. Rights or claims of parties in possession not shown of record.
2. Unrecorded water, mineral and oil rights, unrecorded easements and claims of easement, boundary line disputes not disclosed of record and any matters which would be disclosed by an accurate survey and inspection of the premises.
3. Mechanics' liens not of record.
4. The dower or homestead rights, if any, of the wife of any individual insured or of any individual shown herein to be a party in interest.
5. Building and use restrictions not appearing of record in the chain of title, but omitting those, if any, based on race, color, religion or national origin.
6. Mortgage for the sum of \$110,000.00, given by City of Livonia, a Michigan Municipal Corporation, to Dr. R. J. Mendelssohn and Pauline K. Mendelssohn, his wife, and Leonard Simons and Sarah Simons, his wife, dated August 4, 1971 and recorded August 4, 1971 in Liber 17786, on Page 722, Register No. J-52781, Wayne County Records.

10/11/71. jr

Page 1 of Sched. B—Policy No. **S 213057**

Lawyers Title Insurance Corporation

F636228

L11/836 PAY26

Form 561 1-70

WARRANTY DEED—Statutory Form
C.L. 1948, 565.151 M.S.A. 26.571

KNOW ALL MEN BY THESE PRESENTS: That DR. R. J. MENDELSSOHN and PAULINE K. MENDELSSOHN, his wife, and LEONARD SIMONS and SARAH SIMONS, his wife whose address is 8100 E. Jefferson Avenue, Suite 202, Detroit, Michigan 48214

Convey(s) and Warrant(s) to CITY OF LIVONIA, a Michigan Municipal Corporation

SEP 30 '71 AM

whose address is 33001 Five Mile Road, Livonia, Michigan 48154

the following described premises situated in the City of Livonia
County of Wayne and State of Michigan, to-wit:

The North 10 acres of the West 1/2 of the East 3/4 of the West 1/2 of the Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan. (Tax Item 04CC)

The South 10 acres of the North 20 acres of the West 1/2 of the East 3/4 of the West 1/2 of Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan. (Tax Item 04DD)

The South 10 acres of the West 1/2 of the East 3/4 of the West 1/2 of the Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan. (Tax Item 04EE)

for the full consideration of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00)

subject to Easements and Restrictions of Record

APPROVED AS TO FORM

DEPARTMENT OF LAW

BY [Signature]
DATE 8-31-71

Dated this 4th day of August 1971
STATE OF MICHIGAN REAL ESTATE TRANSFER TAX
WAYNE COUNTY

Witnesses:

[Signature]
Harry C. Tatigian
[Signature]
Addison W. Bacon

[Signature] (L.S.)
Dr. R. J. Mendelssohn
[Signature] (L.S.)
Pauline K. Mendelssohn
[Signature] (L.S.)
Leonard Simons
[Signature] (L.S.)
Sarah Simons

STATE OF MICHIGAN
COUNTY OF Wayne ss.

The foregoing instrument was acknowledged before me this 4th day of August 1971
by Dr. R. J. Mendelssohn and Pauline K. Mendelssohn, his wife, and Leonard Simons and Sarah Simons, his wife
My commission expires January 4, 1972
[Signature]
Gladys M. Hoener
Notary Public, Wayne County, Michigan

Instrument Harry C. Tatigian, City Atty.
Drafted by Department of Law

Business Address 33001 Five Mile Rd., Livonia, Mich.

County Treasurer's Certificate
This is to certify that there are no tax liens or interest on this property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT

No. 009
SEP 21 1971 WAYNE COUNTY TREASURER

City Treasurer's Certificate
RECORDED SEP 22 1971 AT 8:50
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

Recording Fee
State Transfer Tax 165.00

When recorded return to Office of the City Clerk
33001 Five Mile Road, Livonia, Michigan 48154

Send subsequent tax bills to Grantee

Tax Parcel # 761778

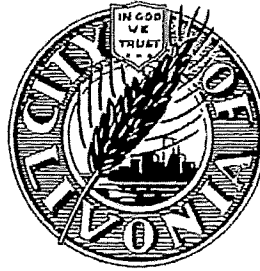
SEP 21 1971 009 0000150 II

DEPARTMENT OF LAW

CITY ATTORNEY
HARRY C. TATIGIAN

ASSISTANT CITY ATTORNEYS
ROBERT M. FEINBERG
GARY L. SACKETT

EDWARD H. McNAMARA
MAYOR



33001 FIVE MILE ROAD
LIVONIA, MICHIGAN 48154
GARFIELD 1-2000

August 5, 1971

cc: J. Griffiths

TO: ADDISON W. BACON, CITY CLERK

FROM: DEPARTMENT OF LAW

SUBJECT: DOCUMENTS CONCERNING ACQUISITION OF CITY
PARK SITE DESIGNATION E-24 (Tax Item Nos. 04CC,
04DD and 04EE) - Mich Project OSA-148

Dear Sir:

The Department of Law, pursuant to council resolution #653-71, finalized the purchase of City Park Site Designation E-24 and the Warranty Deed conveying the subject property to the City has been forwarded to the Council for acceptance by a separate letter. The original Mortgage Form and Mortgage Note have been retained by Dr. R. J. Mendelssohn and he has informed me that he will have both of these documents recorded.

In connection with this transaction I am enclosing the following documents for your information:

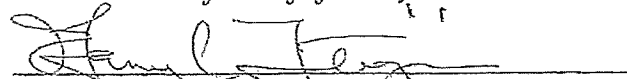
1. Photostated copy of Mortgage Note;
2. Photostated copy of Mortgage;
3. Original of Settlement Statement on Sale of Property;
4. Commitment for Title Insurance, No. D-182369-F, dated 7/22/71;
5. Order to Issue Owner's Policy; and
6. Statement in the amount of \$530.00 to cover the cost of the Title Policy (CR-653-71 authorizes payment of same).

To: Addison W. Bacon, City Clerk
Re: Acceptance of Documents - Park Site E-24

Page 2
August 5, 1971

Please note that in accordance with the aforesaid mortgage note and mortgage, the first payment due with respect to this parcel is on or before January 15, 1972 in the sum of \$5500.00 plus interest; payments thereafter shall be made in a like amount every 6 months. Accordingly, provision should be made in next year's budget for these payments.

Very truly yours,


Harry C. Tatigian, City Attorney

HCT:s

encs. - as noted above

cc: Budget Director (no encs.)

MORTGAGE NOTE\$ 110,000.00, Michigan, August 4 19 71For value received the undersigned promises to pay to the order of Dr. R. J. Mendelssohn and Pauline K. Mendelssohn, his wife, and Leonard Simons and Sarah Simons, his wife,

the principal sum of One Hundred Ten Thousand and no/100 (\$110,000.00) -- Dollars (being the balance due under a Purchase-Money Mortgage) with interest from date hereof at the rate of six (6) per cent per annum, while the mortgagor is not in default in making the payments herein provided, and if in default in making such payments for a period of thirty days, then at the rate of seven per cent per annum from the time of such default until all sums in default are fully paid. Said principal and interest shall be paid by the undersigned in lawful money of the United States of America as follows:

Semi-annual payments of Five Thousand Five Hundred and no/100 Dollars (\$5,500.00) on principal, plus interest, the first payment of which shall be due on January 15, 1972, and a like sum due each six (6) months thereafter until the full amount of principal and interest due hereunder has been fully paid.

Both principal and interest of this note are payable at 8100 E. Jefferson Avenue, Suite 202, Detroit, Michigan 48214

Should default be made in the payment of any installments of interest and/or principal due hereunder for a period of thirty days, then such default shall mature the entire indebtedness evidenced hereby, without notice, at the option of the holder thereof. Every person at any time liable for the payment of the debt evidenced hereby, waives presentment for payment, demand and notice of non-payment of this note, and consents that the holder may extend the time of payment of any part or the whole of the debt at any time at the request of any other person liable.

This note is secured by a first mortgage of even date herewith, made by the undersigned to the above payee, which mortgage covers real estate in Livonia Michigan, described as:

(see description attached hereto and made a part hereof by this reference)

CITY OF LIVONIA, a Michigan Municipal Corporation

Harry C. Tatigian
Mary A. Stringer

By Robert F. Nash
Robert F. Nash, Mayor Pro Tem
 and Addison W. Bacon
Addison W. Bacon, City Clerk

ORIGINAL MORTGAGE NOTE GIVEN TO DR. MENDELSSOHN
 ON AUGUST 4, 1971 BY HARRY C. TATIGIAN IN TATIGIAN'S
 OFFICE AT THE TIME THIS MATTER WAS CLOSED.

† Mendelssohn to record same.

Substantive and continuing interest in the property of the City of Livonia

and the same shall be deemed to be the property of the City of Livonia

For the purpose of this mortgage, the City of Livonia is hereby authorized to execute and deliver this mortgage

and to execute and deliver this mortgage to the City of Livonia

Attachment to Mortgage Note dated August 4, 1971

in favor of (Mendelssohn/Simons)

of the City of Livonia

the City of Livonia

PROPERTIES LOCATED IN THE CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

The North 10 acres of the West 1/2 of the East 3/4 of the West 1/2 of the Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan (Tax Item 04CC)

and

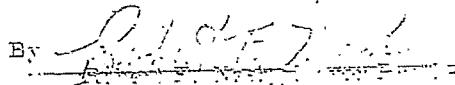
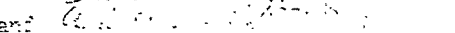
The South 10 acres of the North 20 acres of the West 1/2 of the East 3/4 of West 1/2 of Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan (Tax Item 04DD)

and

The South 10 acres of the West 1/2 of the East 3/4 of the West 1/2 of the Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan (Tax Item 04EE)

See description attached hereto and made a part hereof by this mortgage

CITY OF LIVONIA, a Michigan Municipal Corporation

By 
and 

This Mortgage,

Made

August 4

19-71

Between

CITY OF LIVONIA, a Michigan Municipal Corporation
33001 Five Mile Road, Livonia, Michigan

hereinafter referred to as

"THE MORTGAGOR" and DR. R. J. MENDELSSOHN and PAULINE K. MENDELSSOHN, his wife,
and LEONARD SIMONS and SARAH SIMONS, his wife, herein referred to as "THE MORTGAGEE,"

Witnesseth, That the Mortgagor mortgages and warrants to the Mortgagee lands situate in the CITY OF LIVONIA

County of

WAYNE

and State of Michigan

described as

See description as set forth on Rider attached
hereto and made a part hereof by this reference.

(Identified as Tax Item No. 04CC,

Tax Item No. 04DD, and

Tax Item No. 04EE)

together with the hereditaments and appurtenances thereunto belonging and if the said premises be improved with a building designed for occupancy as an apartment house, family hotel or for commercial or business purposes, also together with all disappearing beds, ice boxes, equipment for heating, lighting, cooking, mirrors, door and window shades, screens and awnings and such other goods, chattels and personal property as are ever furnished by a landlord in letting or operating an unfurnished building similar to the buildings erected upon the mortgaged premises and now or hereafter installed therein by the mortgagor or his assigns, which shall be deemed between the parties hereto, and all parties claiming by, through or under them, an accession to the freehold and a part of the realty and encumbered by this mortgage to secure the performance of the covenants hereinafter contained, and the payment of the principal sum of

Purchase-Money

-----One Hundred Ten Thousand and no/100 Dollars (\$110,000.00)----- Mortgage

(Semi-annual payments of Five Thousand Five Hundred and no/100 Dollars (\$5,500.00)
on principal, plus interest, the first payment of which shall be due on January 15, 1972,
and a like sum due each six (6) months thereafter until the full amount of principal and
interest due hereunder has been fully paid.)

with interest from date hereof at the rate of SIX (6) per cent per annum while the mortgagor is not in default in making the payments herein provided, and if in default in making such payments for a period of thirty days, then at the rate of seven per cent per annum from the time of such default until all sums in default are fully paid, payable semi-annually until the full payment of all sums

owing hereon according to the terms of a promissory note of even date, executed by City of Livonia, a Michigan

Municipal Corporation, of South Range East, City of Livonia, Wayne County, Michigan, to the mortgagee, and will pay interest on all overdue interest from its maturity until paid at the rate of seven per cent per annum, provided, interest shall be paid at the rate herein agreed, anything in said note to the contrary notwithstanding.

And the "Mortgagor" covenants with the "Mortgagee," while this mortgage remains in force, as follows:—

1. To pay said indebtedness and the interest thereon in the time and in the manner above provided;
2. To pay all taxes and assessments levied on the land within thirty days after the same become due and payable, and deliver the official receipts therefor to the Mortgagee;
3. ~~TO PAY THE TAXES AND ASSESSMENTS LEVIED ON THE LAND WITHIN THIRTY DAYS AFTER THE SAME BECOME DUE AND PAYABLE, AND DELIVER THE OFFICIAL RECEIPTS THEREFOR TO THE MORTGAGEE;~~
4. To abstain from the commission of waste on the mortgaged premises, ~~AND TO COMPLY WITH ALL LAWS AND ORDINANCES, REGULATIONS AND REQUIREMENTS OF THE MUNICIPALITY OR OTHER GOVERNMENT REGULATIONS AFFECTING THE MORTGAGED PREMISES.~~
5. That, if there be default in delivering any insurance policy or in the payment of any tax, assessment or insurance premium the Mortgagee may effect such insurance or secure such policy and pay such assessment, taxes or insurance premiums and any amount so paid shall be added to said indebtedness and hereby secured and be payable to the Mortgagee forthwith with interest at the rate of seven per cent per annum.
6. That the whole of said principal sum shall, at the option of the Mortgagee, become due and payable after default for more than 30 days, in the payment of any installment of principal or interest upon said indebtedness, or any tax, assessment or insurance premium, anything to the contrary herein or in said note notwithstanding.
7. That, in the event of the passage of any law or regulation, State, Federal or Municipal, subsequent to the date hereof in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting such taxes, the entire principal secured by this mortgage and all interest accrued thereon shall become due and payable forthwith, at the option of the mortgagee.
8. That, in the event the ownership of the mortgaged premises, or any part thereof, become vested in a person other than the mortgagor, the mortgagee may deal with such successor or successors in interest with reference to this mortgage, and the debt hereby secured in the same manner as with the mortgagor, without in any manner violating or discharging the mortgagor's liability hereunder, or upon the debt hereby secured.
9. The power is hereby granted by the Mortgagor to the Mortgagee, if default is made in the payment of said indebtedness, interest, taxes, or insurance premiums, or any part thereof at the time and in the manner herein agreed, to grant, bargain, sell, release, and convey the premises, with the appurtenances at public auction and to execute and deliver to the Purchaser or Purchasers, at such sale, deeds of conveyance, good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds to retain all sums due hereon, the costs and charges of such sale, and the attorney fees provided by law, returning the surplus money, if any, to the Mortgagor or Mortgagor's heirs and assigns, and such sale or a sale pursuant to a decree in chancery for the foreclosure hereof may, at the option of the mortgagee, be made en masse.

TITLE INSURANCE - ABSTRACTS - ESCROWS

TITLE INSURANCE - ABSTRACTS - ESCROWS

The covenants herein shall bind and the benefits and advantages enure to the respective heirs, assigns and successors of the parties.
Dated this 4th day of August A. D. 1971
Signed, Sealed and Delivered in Presence of: Signed and Sealed:

Harry C. Tatigian
Harry C. Tatigian

Mary A. Stringer
Mary A. Stringer

CITY OF LIVONIA, a Michigan (L.S.)
Municipal Corporation

By Robert F. Nash (L.S.)
Robert F. Nash

Mayor Pro Tem
and Addison W. Bacon (L.S.)
Addison W. Bacon

City Clerk

STATE OF MICHIGAN

COUNTY OF

On this day of before me, the subscriber, a Notary Public in and for said county, personally appeared known to me to be the person described in and who executed the within Mortgage, and then acknowledged the execution thereof to be free act and deed.

My commission expires

Notary Public, County, Michigan.

STATE OF MICHIGAN

COUNTY OF Wayne

On this 4th day of August A. D. 1971 before me, the subscriber, a Notary Public in and for said county, personally appeared ROBERT F. NASH to me personally known, who being by me duly sworn, did say that they are the Mayor Pro Tem and City Clerk of the City of Livonia, a Mich. Municipal Corp. and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its City Council pursuant to council resolution #653-71 Robert F. Nash and Addison W. Bacon acknowledged said instrument to be the free act and deed of said corporation.

My commission expires January 4, 1972

Gladys M. Hoener
Gladys M. Hoener
Notary Public, Wayne County, Michigan.

Instrument Harry C. Tatigian, City Atty. Business 33001 Five Mile Rd., Livonia, Michigan
Drafted by Address

MORTGAGE

Note: Original Mortgage given to Dr. Mendelssohn on August 4, 1971 by Harry C. Tatigian in Tatigian's office at the time this transaction was closed.

Mendelssohn to record same.

Lawyers Title Insurance Corporation

When recorded return to

This rider is attached to and made a part of Commitment bearing Case # D-182369-F

City of Livonia, Wayne County, Michigan

PARCEL I:

The North 10 acres of the West 1/2 of the East 3/4 of the West 1/2 of the Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan.

PARCEL II:

The South 10 acres of the North 20 acres of the West 1/2 of the East 3/4 of West 1/2 of Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan.

PARCEL III:

The South 10 acres of the West 1/2 of the East 3/4 of the West 1/2 of the Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan.

Tax Item No. 04CC, as to Parcel 1; 04DD, as to Parcel 2 and 04EE, as to Parcel 3

ATTACHMENT TO MORTGAGE FORM DATED AUGUST 4, 1971
between City of Livonia and the Mendelssohns and Simons

COUNTY OF

and
and ADP

My commission expires
Expiry Date

My commission expires
Expiry Date

Lawyers' Title Insurance Corporation

Richard A. Howard
SENIOR VICE PRESIDENT

COUNTERSIGNED BY

Donald R. Goss
AGENT OR AUTHORIZED OFFICER

SETTLEMENT STATEMENT ON SALE OF PROPERTY

SELLERS: Dr. R. J. Mendelssohn and Pauline K. Mendelssohn,
his wife;
and
Leonard and Simons and Sarah Simons, his wife
8100 E. Jefferson Avenue
Suite 202
Detroit, Michigan 48154

PURCHASER: City of Livonia, a Michigan Municipal Corporation
33001 Five Mile Road
Livonia, Michigan 48154

PROPERTY: The North 10 acres of the West 1/2 of the East 3/4 of
the West 1/2 of the Southwest 1/4 of Section 4, Town 1
South, Range 9 East, City of Livonia, Wayne County,
Michigan. (Tax Item 04CC)

The South 10 acres of the North 20 acres of the West 1/2
of the East 3/4 of West 1/2 of Southwest 1/4 of
Section 4, Town 1 South, Range 9 East, City of Livonia,
Wayne County, Michigan. (Tax Item No. 04DD)

The South 10 acres of the West 1/2 of the East 3/4
of the West 1/2 of the Southwest 1/4 of Section 4,
Town 1 South, Range 9 East, City of Livonia, Wayne
County, Michigan. (Tax Item 04EE)

CREDITS TO SELLERS

PURCHASE PRICE	\$150,000.00	
Pro-ration of taxes (7-1-71 to 11-30-71)	673.15	
		\$150,673.15

CREDITS TO PURCHASER

Revenue stamps on Deed	165.00	
		\$150,508.15

NEW LIEN TO BE PAID

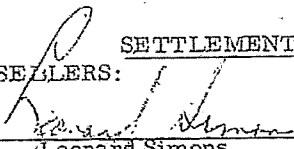
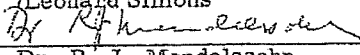
Purchase Money Mortgage		\$110,000.00
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NET CASH DUE SELLERS \$40,508.15

SETTLEMENT ACCEPTED AS RENDERED

SELLERS:

PURCHASER:


Leonard Simons

Dr. R. J. Mendelssohn

By 
Harry C. Tatigian, City Atty.

Dated: 8-4-71

Lawyers Title Insurance Corporation

17-102307-1

HOME OFFICE: RICHMOND, VIRGINIA
MICHIGAN STATE OFFICE
735 GRISWOLD STREET, DETROIT, MICHIGAN 48226

Lawyers Title Insurance Corporation, herein called the Company, hereby agrees to issue a policy of title insurance as hereinafter set forth upon satisfactory compliance with the requirements contained herein.

The reverse side hereof is part of this commitment.

FORM OF POLICY TO BE ISSUED

A.L.T.A. OWNER'S POLICY

A.L.T.A. MORTGAGE POLICY
WITHOUT EXCEPTIONS

MORTGAGE POLICY
WITH EXCEPTIONS

\$ 150,000.00

\$

\$

PARTY TO BE INSURED City of Livonia.

Location and Description of Subject Land

(SEE ATTACHED RIDER)

OWNER, ENCUMBRANCES, EXCEPTIONS TO TITLE, UNPAID TAXES OR ASSESSMENTS, AND REQUIREMENTS FOR ISSUANCE OF POLICY:

1. OWNER: Dr. R. J. Mendelssohn and Pauline K. Mendelssohn, his wife, and Leonard Simons and Sarah Simons, his wife.

REQUIREMENT: RECORD DEED FROM ABOVE OWNERS TO CITY OF LIVONIA.

2. County Tax: 1970 Paid \$328.17, as to Parcel 1
Paid \$328.17, as to Parcel 2
Paid \$693.08, as to Parcel 3

City Tax: 1970 Paid \$64.72, as to Parcel 1
Paid \$64.72, as to Parcel 2
Paid \$136.68, as to Parcel 3

FOR INFORMATION CALL: Ken Bedell

EXAMINER, PHONE 963-5810

This commitment is being furnished preliminary to the issuance of a policy of title insurance. It is not binding until countersigned by an Agent or Authorized Officer of the Company.

This commitment is valid and binding only for a period of 90 days from the effective date hereof. In witness whereof, the Company has caused this commitment to be executed pursuant to its by-laws at Detroit, Michigan, effective as of July 19, 1971 at 8:00 A.M.

Lawyers Title Insurance Corporation

COUNTERSIGNED BY

Lawrence J. Town
VICE PRESIDENT

Charles R. Crane
AGENT OR AUTHORIZED OFFICER

AUDIT NUMBER C 586324

OVER

COMMITMENT RIDER

This rider is attached to and made a part of Commitment bearing Case # D-182369-F

City of Livonia, Wayne County, Michigan

PARCEL I:

The North 10 acres of the West 1/2 of the East 3/4 of the West 1/2 of the Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan.

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The South 10 acres of the North 20 acres of the West 1/2 of the East 3/4 of West 1/2 of Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan.

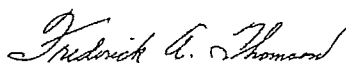
PARCEL III:

The South 10 acres of the West 1/2 of the East 3/4 of the West 1/2 of the Southwest 1/4 of Section 4, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan.

Tax Item No. 04CC, as to Parcel 1; 04DD, as to Parcel 2 and 04EE, as to Parcel 3

COUNTERSIGNED BY

 Lawyers Title Insurance Corporation


SENIOR VICE PRESIDENT


AGENT OR AUTHORIZED OFFICER

Exhibit B - Project Descriptions

DEPARTMENT OF PARKS & RECREATION

PARKS AND RECREATION COMMISSION

MARK JOHNSON
CHAIRPERSON

PAUL CONDON
KATHERINE JOLLY
CATHY KEVRA
KEVIN SUMMERS

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

MAUREEN MILLER BROSNAN
MAYOR

EDWARD DAVIS
SUPERINTENDENT



January 19, 2023

Ms. Alicia Bradford
Director, Wayne County Parks Division
33175 Ann Arbor Trail
Westland, Michigan 48185

Re: Millage Funding Request for 2022-23 Fiscal Year

Dear Ms. Bradford,

The City of Livonia is proposing a Bicentennial pavilion addition for District 9. The City of Livonia is aiming to continue our improvements to Bicentennial Park, with the addition of a new pavilion. With the assistance of Wayne County millage funds, we have added and upgraded Bicentennial Park with tennis and pickleball courts, update playground, and field fencing.

This new project will complete the renovation of the site.

The goal of these projects is to create safe, dramatic, and fitting atmospheres while also increasing the practical use, accessibility, and safety of the facilities.

If approved, work will be completed by Fall 2023.

The total budget plan is \$100,000. With \$96,179 budgeted for 2022/23 Wayne County funds and the remainder coming from municipal funds.

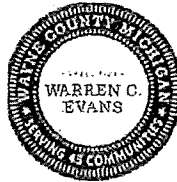
Thank you once again for your consideration of this project for Wayne County Parks Millage funding. Please let me know if you need any further information regarding this request.

Sincerely,

Edward Davis
Superintendent

Attachments

EXHIBIT C: SIGNAGE SPECIFICATIONS



WAYNE COUNTY MEMORANDUM PARKS DIVISION

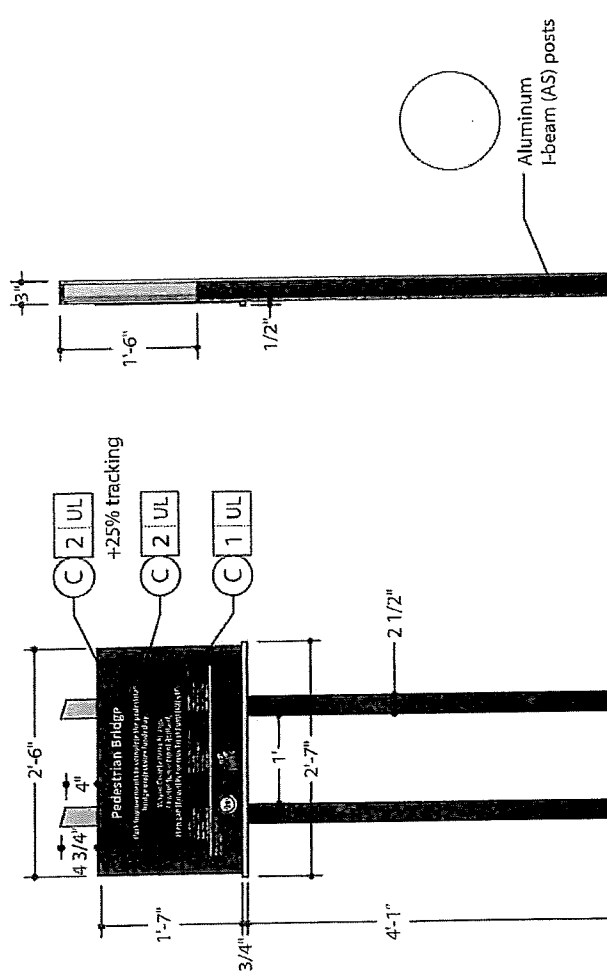
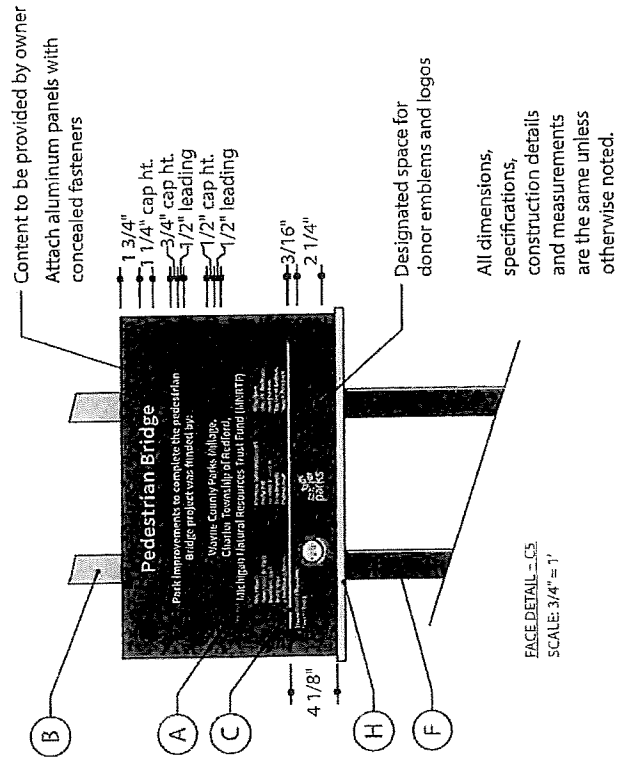
SIGN SPECIFICATIONS

Attached, please find sketch and samples of the sign layout that we are suggesting for all IGA Grant projects. The Specs are as follows:

All parks millage signs must include language that states, made possible through the Wayne County Parks millage in cooperation with *(place your municipality name here)*

- Sign size 48' x 30' $\frac{3}{4}$ ' marine grade plywood or other composite material
- Sign is to be one sided, two sides is optional
- To be cut with "carriage" style top i.e. arched (optional)
- Color options are determined by the municipality
- Font should be traditional styles in Helveticas, Arial, Times New Roman
- Include County Logo (Blue-43 communities) County Executive and County Commissioners
- We suggest using 3M Reflective Adhesive water proof vinyl. Painting is optional
- Vertical post shall be 4x6 weather proof timbers routed on **4'** side to accommodate the sign, staining of posts optional
- Bury post a minimum of 42" into ground and backfill with dirt and compost, concrete footing is optional
- Bottom of sign shall be 2ft. minimum above grade
- Sign will be secured to post with flat head Galvanized wood screws (approx. # 10) 2 per post (min.)
- Proof to be provided of final design prior to fabrication and installation

We are flexible on fabrication and colors as long as it resembles the example attached. Any request to deviate from the signage should be directed to the Parks Director.



FRONT ELEVATION - C5
SCALE: 1/2" = 1'

SIDE ELEVATION - C5
SCALE: 1/2" = 1'

Exhibit D: INSURANCE COVERAGES

City, at its expense, or any contractors, subcontractors, consultants or agents retained by City (each a "Contractor"), at their own expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives or employees. Contractor shall maintain at least the following minimum coverage:

Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

Umbrella or Excess Liability

Policy in an amount not less than \$1,000,000. Umbrella or excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

Automobile Liability

Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation

Insurance as required by the State of Michigan, with Statutory limits, and employer's liability insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (if Design/Build)

Insurance appropriate to the Contractor's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.

Builder's Risk (Course of Construction)

Insurance utilizing "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards)

Insurance with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Contractor maintains higher limits than the minimum insurance coverage required as stated above in this Exhibit, the Contractor shall maintain the coverage for the higher insurance

limits for the duration of this Agreement.

Additional Insured Status

The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

Claims-made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date must be shown and must be before the date of this Agreement or the date the Contractor starts to perform the services.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of this Agreement.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to this Agreement's effective date, the

Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Exhibit, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

➤ The Contractor must submit certificates evidencing the insurance to the County Risk Management Division at the time the Contractor executes an agreement with the City, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Surety Bonds

The Contractor shall provide the following surety bonds: 1) bid bond; 2) performance bond; 3) payment bond; 4) maintenance bond. The payment bond and the performance bond shall be in a sum equal to the contract price. If the performance bond provides for a one year warranty a separate maintenance bond is not necessary. If the warranty period specified in the contract is for longer than one year a maintenance bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Michigan and secured through an authorized agent with an office in Michigan.

OFFICE OF THE CITY CLERK
CITY OF LIVONIA

The undersigned, Susan M. Nash, City Clerk of the City of Livonia, does hereby certify that at a Regular Meeting of the Council of the City of Livonia held March 13, 2023 in the Auditorium of City Hall, 33000 Civic Center Drive, Livonia, at which time and place the following members of the Council were present: Kathleen McIntyre, Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and Jim Jolly. The following resolution was made and adopted:

#086-23 RESOLVED, that having considered a communication from the Superintendent of Parks and Recreation, dated February 15, 2023, which bears the signatures of the Director of Finance and the City Attorney and is approved for submission by the Mayor, to which is attached Intergovernmental Agreements between the County of Wayne and the City of Livonia in connection with utilizing grant funds in the amount of \$96,179.00 and \$66,624.00 to be used for improvements at Ben Celani Play Area for the addition of a park pavilion and Mies Park for the replacement of outdated playground equipment, with City participation estimated to be \$0.00 for the Ben Celani Play Area and \$135,000.00 for the Mies Park equipment, for a total estimated cost of \$300,000.00, the Council does hereby approve the proposed Intergovernmental Agreements between the County of Wayne and the City of Livonia and the Mayor and City Clerk are hereby authorized, for and on behalf of the City of Livonia, to execute the Intergovernmental Agreements in the manner and form herein submitted, subject to approval as to form and substance by the Department of Law, and to do all other things necessary or incidental to the full performance of this resolution; FURTHER, the Council does hereby authorize the grant funds to be deposited in Account No. 208-000-581-100, County Grant Revenue, when received; FURTHER, the Ben Celani Play Area project is expected to be completed in 2023 and the Mies Park project in 2024 with City funds and reimbursed by the County.

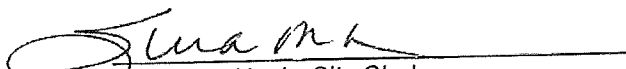
A roll call vote was taken on the foregoing resolution with the following result:

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

NAYS: None

The President declared the resolution adopted.

IN WITNESS WHEREOF, the undersigned has hereunto affixed her signature on this 23rd day of March 2023.


Susan M. Nash, City Clerk
City of Livonia, Wayne County, Michigan

From: [Davis, Ted](#)
To: [Kasprowicz, Sara](#)
Cc: [Mayor Staff](#); [Mark Johnson \(mjohnsonatty@yahoo.com\)](mailto:mjohnsonatty@yahoo.com); [Condon, Paul](#); cathykevra@yahoo.com; [Kevin Summers](#); [Katie Jolly](#)
Subject: council information
Date: Friday, September 8, 2023 5:13:34 PM
Attachments: [Ben Celani IGA 22.23.pdf](#)
[Wayne County Commission map.docx](#)
[2023 council additional information ben celani.doc](#)

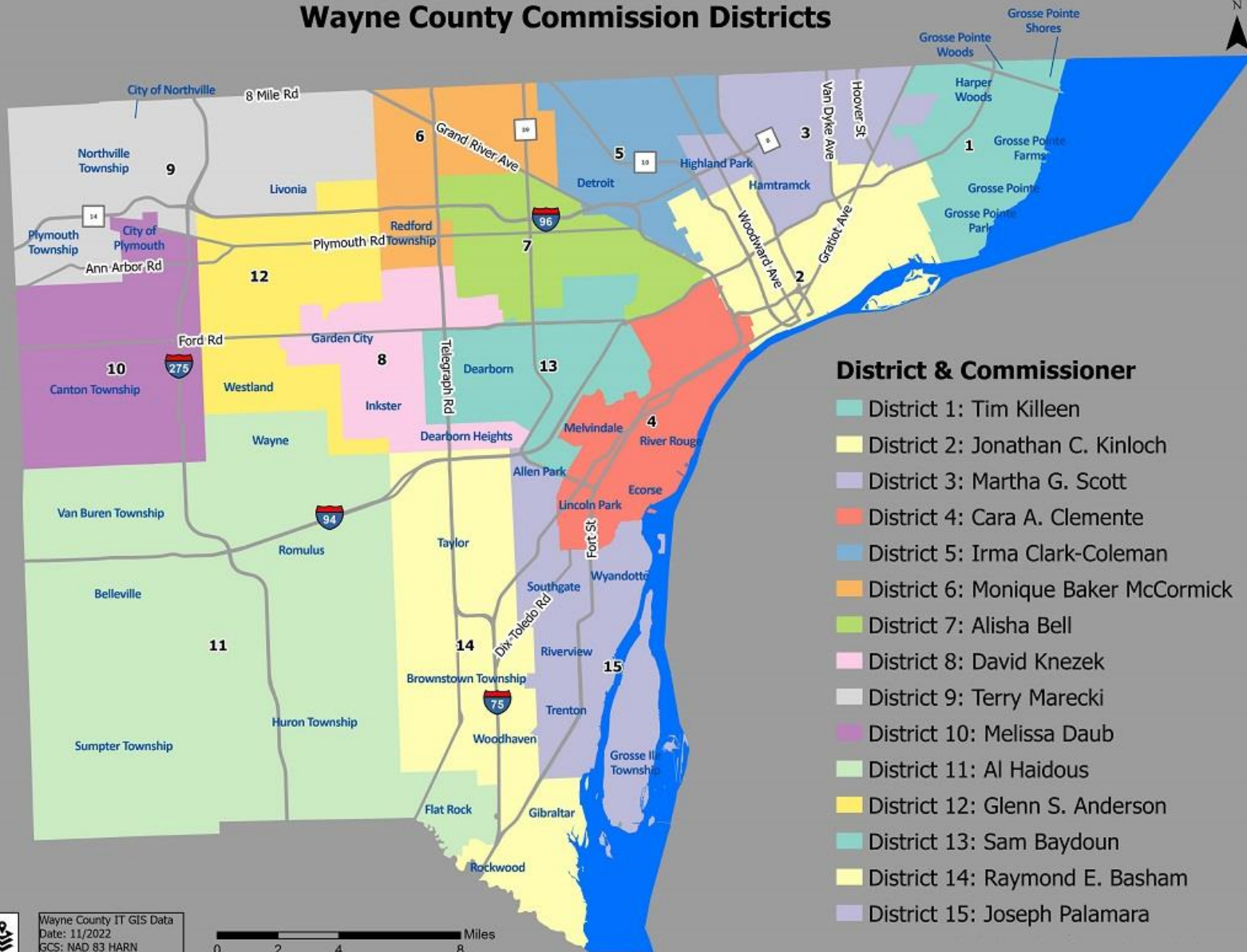
Hello Sara,

Please send the attached information to City Council in response to the request for additional information at the September 6, 2023 Council Study Meeting.

Thank you,
Ted

Ted Davis, CPRP
Superintendent of Parks and Recreation
City of Livonia | Parks and Recreation Department
(734) 466-2298
edavis@livonia.gov

Wayne County Commission Districts





LETTER TO THE LIVONIA CITY COUNCIL

14.

Law
August 28, 2023

MEETING DATE

R091823

PREPARED BY

Brenda Smyser, Program Supervisor

AGENDA ITEM

REQUEST TO APPROVE A SETTLEMENT: Department of Law, re: for Barbara L. Thomas v City of Livonia; EEOC Charge No. 471-2023-03811.

BACKGROUND DETAILS

Please be advised that the attorneys for the parties in the above-referenced case have agreed, subject to City Council approval, to resolve this case. Assuming that you concur with the settlement, the City of Livonia will pay \$45,000.00 in full and final settlement of all claims brought against the City.

For the reasons discussed in the Closed Committee of the Whole meeting held on September 11, 2023, the Law Department recommends approval of this settlement.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

RESOLVED, that having considered a communication from the Department of Law, dated September 12, 2023, approved for submission by the Mayor, THE COUNCIL DOES HEREBY AUTHORIZE THE DEPARTMENT OF LAW TO RESOLVE THE CLAIM BROUGHT ON BEHALF OF BARBARA LASHAWN THOMAS; EEOC CHARGE NO. 471-2023-03811, IN AN AMOUNT NOT TO EXCEED \$45,000.00, and the Department of Law is hereby authorized to do all things necessary or incidental to the full performance of this resolution.

ATTACHMENTS

None

APPROVED BY

Paul Bernier, City Attorney

Date: September 12, 2023

Maureen Miller Brosnan, Mayor

Date: September 13, 2023