

OFFICE OF THE COUNCIL

COUNCIL MEMBERS

JIM JOLLY, President
LAURA M. TOY, Vice President
SCOTT BAHR
ROB GJONAJ DONOVIC
BRANDON McCULLOUGH
KATHLEEN E. McINTYRE
SCOTT MORGAN



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

OFFICE OF THE COUNCIL

**ELECTRONIC AGENDA PACKET FOR
THE REGULAR MEETING OF
MONDAY, OCTOBER 16, 2023
7:00 P.M.**

**The electronic agenda is compiled, produced and
distributed by the City Council Staff.**

(734) 466-2250

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

**1979th Regular Meeting Agenda of the Council of the City of Livonia
Monday, October 16, 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 18, 2023
Regular Meeting Minutes of October 2, 2023

AUDIENCE COMMUNICATION

REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS

- a. [Communication from Jeffrey Bunker, Clarenceville School District, dated June 8, 2023, requesting the City continue to collect the district's taxes for the year 2023.](#)
- b. [Communication from Brian D. Broderick, Schoolcraft College, dated May 24, 2023, requesting the City continue to collect taxes for the year 2023.](#)
- c. [Communication from the Department of Finance, dated September 29, 2023, re: forwarding Quarterly Investment Report for the City of Livonia for the quarter ending August 31, 2023.](#)

CONSENT AGENDA

- 1. [REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Michael Hudzik, re: in order to host a party with a live band on Saturday, October 21, 2023, at the home located at 32974 Grenada Street, from 6:00 p.m. until 11:00 p.m.](#)
- 2. [AWARD OF BID: Livonia Fire & Rescue, re: for the purchase of five \(5\) Commercial Washer Extractors, from budgeted funds.](#)
- 3. [AWARD OF BID: Livonia Fire & Rescue, re: for the purchase of Twenty-Four \(24\) Commercial Garage Door Openers to be installed at five Fire Stations, from budgeted funds.](#)
- 4. [REQUEST TO CONTINUE STATEMENT OF WORK: Department of Parks and Recreation, re: for the continued use of CivicRec software, from budgeted funds.](#)

UNFINISHED BUSINESS - MEETINGS OF THE COMMITTEE

- 5. [FINANCE AND BUDGET COMMITTEE MEETING OF SEPTEMBER 20, 2023](#)
 - a. [Proposed Budget for the City of Livonia for the Fiscal Year ending November 30, 2024, and the property tax millage proposed to be levied to support the proposed budget. \(CR 281-23\)](#)
[Public Hearing held on Wednesday, October 4, 2023.](#)
- 6. [COMMITTEE OF THE WHOLE MEETING OF OCTOBER 4, 2023](#)
 - a. [The subject matter of the new Senior Citizen Center. \(CR 268-23\)](#)

UNFINISHED BUSINESS

7. BLOCK PARTY: Visar Gjetag, re: to be held on Tuesday, October 31, 2023, from 4:00 p.m. until 10:00 p.m. on Mallory Drive, between Six Mile and Newburgh Roads.
8. WAIVER PETITION: Planning Commission, re: Petition 2023-07-02-11, submitted by The Mannik & Smith Group, Inc. requesting waiver use approval to demolish an existing restaurant (Burger King) and construct a new automated car wash facility (Clean Express Auto Wash), at 34835 Plymouth Road, located on the south side of Plymouth Road between Stark and Wayne Roads in the Northwest ¼ of Section 33.
9. WAIVER PETITION: Planning Commission, re: Appeal of the denial of the Petition 2022-06-02-14 submitted by Stark Road Holdings L.L.C. requesting to utilize a Class C liquor license (sale of beer, wine and spirits for consumption on the premises) in connection with the operation of a multi-purpose recreational facility (Livonia Athletic District) at 14255 Stark Road, located on the west side of Stark Road between Schoolcraft Road and Lyndon Avenue in the Southeast ¼ of Section 21. Denied by the City Planning Commission on July 19, 2022, and appealed at the Public Hearing held on September 12, 2022.
10. REQUEST TO APPROVE REVISED APPLICATION FOR COMMERCIAL REHABILITATION EXEMPTION CERTIFICATE: Ducati Detroit, re: to reflect the owner of record of the property located at 19265 Victor Parkway, Livonia, MI 48152, from CJK Investments, LLC to Future Land Holdings, LLC.

NEW BUSINESS

11. REQUEST FOR DESIGNATION AS A NON-PROFIT ORGANIZATION: Christopher Crawford, Chair, Livonia Jaycees, re: as required by the State of Michigan to obtain a Charitable Gaming License to allow a raffle fundraiser in the future.
12. APPROVAL OF CITY OF LIVONIA EARLY VOTING SITE: Office of the City Clerk, as adopted by the Election Commission meeting, to establish the location, days, and hours of operation for Livonia's Early Voting Site as required by Public Act 81 of 2023, to be filed with the Wayne County Clerk.

X-ITEM(S)

- X1. REQUEST TO APPROVE INTERGOVERNMENTAL AGREEMENT WITH WAYNE COUNTY: Office of the Mayor, re: for partial funding of Project Catalyst for the Livonia Senior Wellness Center Project.

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

City Clerk
September 18, 2023

MEETING DATE

R101623

PREPARED BY

Lori Miller, MiPMC, Deputy City Clerk,

AGENDA ITEM

a. Communication from Jeffrey Bunker, Clarenceville School District, dated June 8, 2023, requesting the City continue to collect the district's taxes for the year 2023.

BACKGROUND DETAILS

Letter dated 6/8/23 from Jeffrey Bunker, requesting City continue to collect taxes for the Clarenceville School District's taxes for the year 2023.

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

R&F

ATTACHMENTS

1. Clarenceville School Dist-Tax Collection

APPROVED BY

Date: October 04, 2023

Susan Nash, MiPMC, CMC, City Clerk

2023 Tax Rate Request (This form must be completed and submitted on or before September 30, 2023)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

Carefully read the instructions on page 2.

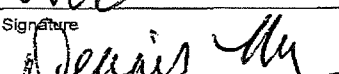
County(ies) Where the Local Government Unit Levies Taxes Oakland/Wayne	2023 Taxable Value of ALL Properties in the Unit as of 5-22-2023 381,047,376
Local Government Unit Requesting Millage Levy Clarenceville School District	For LOCAL School Districts: 2023 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties. 162,602,349

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2023 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2023 Current Year "Headlee" Millage Reduction Fraction	(7) 2023 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Voted	Operating Non-Homestead	8/14/2015	19.0000	18.1094	1.0000	18.1094	1.0000	18.1094	18.0000	0.0000	06/2026
	Sinking Fund										
Voted	All Properties	5/03/2016	4.5000	4.2257	1.0000	4.2257	1.0000	4.2257	4.2257	0.0000	06/2026

Prepared by David G Bergeron	Telephone Number (248) 919-0253	Title of Preparer Assistant Superintendent	Date 6/6/23
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

☐ Clerk	Signature 	Print Name Jeffrey Bunker	Date 6/8/23
☒ Secretary	Signature 	Print Name Dennis Myers	Date 6/8/23

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2023 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	0.0000
For Commercial Personal	6.0000
For all Other	18.0000

Miller, Lori

From: DAVE BERGERON <dave.bergeron@clarencevilleschools.org>
Sent: Tuesday, June 20, 2023 5:15 PM
Cc: Clerk@redfordtp.com; clerk; Scott Vandemergel; Garth Christie; Pam Smith; Debbie Shires; Scheel, Lynda L.; mdingman@fhgov.com; Moore, Shannon M; cgarrett@co.wayne.mi.us; Latoya Haygood; clerk@oakgov.com; Barbara Handy; assessing@redfordtp.com; Nash, Susan M.; Bohr, Laura
Subject: Signed L-4029 - Clarenceville School District
Attachments: Clarenceville Executed L-4029.pdf

Attached please find Clarenceville School District's signed 2023 Tax Rate Request Form (L-4029)

I hope you have a safe and peaceful summer.

Take Care

Dave Bergeron
Clarenceville Schools



LETTER TO THE LIVONIA CITY COUNCIL

City Clerk
September 18, 2023

MEETING DATE

R101623

PREPARED BY

Lori Miller, MiPMC, Deputy City Clerk,

AGENDA ITEM

b. Communication from Brian D. Broderick, Schoolcraft College, dated May 24, 2023, requesting the City continue to collect taxes for the year 2023.

BACKGROUND DETAILS

Letter dated 5/24/23 from Brian D. Broderick requesting the City continue to collect taxes for Schoolcraft College for the 2023 year.

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

R&F

ATTACHMENTS

1. Schoolcraft College-Tax Collection

APPROVED BY

Date: October 04, 2023

Susan Nash, MiPMC, CMC, City Clerk

2023 Tax Rate Request (This form must be completed and submitted on or before September 30, 2023)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes Wayne, Oakland, Washtenaw Three County Total	2023 Taxable Value of ALL Properties in the Unit as of 5-22-2023 \$17,976,250,831
Local Government Unit Requesting Millage Levy Schoolcraft College	For LOCAL School Districts: 2023 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

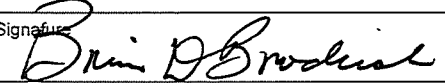
This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2023 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2023 Current Year "Headlee" Millage Reduction Fraction	(7) 2023 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Charter	Operating	6/1962	1.0000	0.7782	1.0000	0.7782	1.0000	0.7782	0.7782	0.0000	None
Charter	Operating	6/1966	0.7700	0.5990	1.0000	0.5990	1.0000	0.5990	0.5990	0.0000	None
Charter	Operating	3/1986	0.5000	0.3890	1.0000	0.3890	1.0000	0.3890	0.3890	0.0000	None
Voted	Operating	11/2018	0.5038	0.5038	1.0000	0.5038	1.0000	0.5038	0.5038	0.0000	TY 2028
								Total	2.2700	0.0000	

Prepared by Jon Lamb, CPA	Telephone Number (734) 462-4603	Title of Preparer Chief Financial Officer	Date 05/24/2023
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

- ☐ Clerk
☒ Secretary
☒ Chairperson
☐ President

Signature 	Print Name Brian D. Broderick	Date 05/24/2023
Signature 	Print Name Carol M. Strom	Date 05/24/2023

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2023 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

Miller, Lori

From: Ann Sheehan <asheehan@schoolcraft.edu>
Sent: Wednesday, May 31, 2023 2:13 PM
To: Scheel, Lynda L.; 'clerk@ci.livonia'; Nash, Susan M.; Slater, Michael; Dolmetsch, Sharon; Miller, Lori
Cc: Jon Lamb
Subject: 2023 L- 4029 Schoolcraft College
Attachments: 2023 L-4029 Signed.pdf; 10-a CA - Tax Levy 23-24.docx

Good afternoon,

Attached is the resolution adopted by the Board of Trustees of the Schoolcraft Community College District on May 24, 2023 authorizing and directing monies to be raised by taxation for the purpose of said college district for the tax year 2023.

You will note that the resolution sets forth the rate of tax to be levied on the taxable state equalized valuation in that portion of the Schoolcraft Community College District lying within your township or city.

A completed signed Form L 4029 is also attached.

If you would like a hard copy mailed to you or someone else in your organization, send me the contact information and I will forward one.

Thank you.

Ann Sheehan

Accounting & Budget Manager | Finance & Business Services

Direct: 734-462-5360

Fax: 734-462-4529

asheehan@schoolcraft.edu



**Schoolcraft
College**

18600 Haggerty Rd., Livonia, MI 48152-2696

SCHOOLCRAFT COMMUNITY COLLEGE DISTRICT
Livonia, Michigan

2023 TAX LEVY

MOTION NO. 2023-30

Moved by Terry Gilligan Seconded by Brian Broderick

WHEREAS, authorization has been granted by a vote of the electors of the Schoolcraft Community College District to levy two and twenty-seven hundredth mills in taxes two dollars and twenty-seven cents (\$2.27) per thousand on the Taxable Value of the College District for all purposes; and

WHEREAS, the Board of Trustees has carefully examined the financial circumstances of the College District for the 2023-24 fiscal year, including estimated expenditures, estimated revenues, and Taxable Value of property located within the District and determined that the levy of an equal millage rate will be necessary for the sound management and operation of the College District; and

WHEREAS, the Board of Trustees has complete authority to establish that a maximum of 2.27 mills be levied for 2023 operating purposes from within its authorized millage rate; and

WHEREAS, pursuant to "Section 31 of Article IX" of the *1963 State Constitution* and implementing legislation, and pursuant to the successful 2018 ballot initiative, such authorized millage will not be affected by Millage Reduction Fractions for 10 years unless future renewal is passed by the voters through a ballot initiative in tax year 2028; and

WHEREAS, the Board of Trustees complied with the *Truth in Budgeting Act* in the month of May 2023 and may now authorize a maximum total levy of 2.2700 mills for 2023-24 operating purposes, within its present authorized millage rate; and

WHEREAS, the Board of Trustees has determined that the ordinary expenses of operating, maintaining, and managing the Schoolcraft Community College District and its programs will require, in addition to other monies, the expenditure of all funds raised by levy of the aforesaid 2.2700 mills; and

WHEREAS, the Taxable Value of the Schoolcraft Community College District is seventeen billion, nine hundred seventy-six million, two hundred fifty thousand, eight hundred thirty-one dollars (\$17,976,250,831), apportioned among the several Counties of the District as follows:

\$ 16,586,475,499 for Wayne County
\$ 1,289,264,714 for Oakland County
\$ 100,510,618 for Washtenaw County

NOW THEREFORE BE IT RESOLVED

- THAT this Board of Trustees does hereby reaffirm its determination that the ordinary expenses of operating, maintaining, and managing the Schoolcraft Community College District and its programs will require, in addition to other monies, the expenditure of all funds raised by levy of the aforesaid 2.2700 mills; and
- THAT the 2023 Tax Levy, for all purposes of Schoolcraft Community College District, be set at two dollars and twenty-seven cents (\$2.2700) per thousand dollars of Taxable Value of the area comprising the District, making a tax yield of forty million, eight hundred six thousand, eighty-nine dollars (\$40,806,089); and
- THAT this Board of Trustees hereby certifies that the foregoing requested millage has been reduced in compliance with "Section 31 of Article IX" of the *1963 State Constitution* and that it is also in compliance with "Act No. 2" of the *Public Acts of 1968*; and
- THAT the 2023 Tax Levy be levied and collected as a Summer Tax, in compliance with "Section 144" of the *Community College Act*, as amended by "Act No. 368," *Public Acts of Michigan 1982*.

ROLL CALL

VOTE: AYE: Dillon Breen, Brian Broderick, Brett Gierak, Terry Gilligan, Angela Jaafar, Candy Little, Carol Strom

NAY: _____

ABSTAIN: _____

ABSENT: _____

MOTION CARRIED X MOTION DEFEATED _____

SCHOOLCRAFT COLLEGE

18600 Haggerty Road, Livonia, Michigan 48152-2696

AGENDA ITEM NO. 10-a

MOTION NO. 2023-30

REGULAR MEETING
Board of Trustees
May 24, 2023

SUBJECT: Consider Adoption of Tax Levy for 2023-24

BRIEF: The Summer Tax Collection tax rate certification deadline is June 1. The early deadline allows the local taxing units the necessary time to spread the roll, print the bills, and mail them to the taxpayers prior to July 1, the levy date.

As of this writing, the 2023 Taxable Values used to establish the District's Tax Levy will be certified by Wayne, Oakland, and Washtenaw counties, subject to final equalization by the State Tax Commission. Therefore, the Taxable Values used are those which are to be approved by the counties and submitted to the State Tax Commission for their approval on June 6, 2023. If the State Tax Commission adopts Taxable Values different than the ones used for this resolution, adjustments will be made at the Board meeting on June 28, 2023.

NOTE: Signatures of both Chairperson and Secretary are required on the tax documents.

Presented to the Board with the recommendation of the President.

RECOMMENDATION:

BE IT RESOLVED that the Board of Trustees approves the following resolution for the adoption of the Tax Levy for 2023-24.

ROLL CALL VOTE REQUIRED



LETTER TO THE LIVONIA CITY COUNCIL

Finance
September 29, 2023

MEETING DATE

R101623

PREPARED BY

DeAnne Bates, Program Supervisor,

AGENDA ITEM

c. Communication from the Department of Finance, dated September 29, 2023, re: forwarding Quarterly Investment Report for the City of Livonia for the quarter ending August 31, 2023.

BACKGROUND DETAILS

Public Act 213 of 2007 requires that a quarterly written report shall be provided to the governing body regarding the investment of public funds. Attached for Council's information is a summary of investments for the City of Livonia as of August 31, 2023. All investments are in compliance with the City's Investment Policy and Michigan Public Act 20.

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

We respectfully request that City Council receive and file this report.

ATTACHMENTS

1. 2023 Quarterly Investments - 3rd Quarter

APPROVED BY

Michael Slater, Finance Director

Date: September 29, 2023

Maureen Miller Brosnan, Mayor

Date: October 04, 2023

**SCHEDULE OF POOLED CASH HELD
AS OF
August 31, 2023**

08/31/23	Comerica Bank	Money Mkt, Pooled, etc.	21,025,512.40
08/31/23	Flagstar	Money Market	86,921.33
08/31/23	GovMic	PFM Asset Management	12,256,405.92
			<u>33,368,839.65</u>

**SCHEDULE OF U.S. TREASURY AND AGENCY
SECURITIES HELD**

DATE OF PURCHASE	DESCRIPTION		MATURITY DATE	HISTORICAL COST
10/31/19	#254 - FNMA	3135G0V34	02/05/24	1,083,610.50
11/15/19	#255 - USA Treasury	9128285K2	10/31/23	1,116,607.10
06/24/20	#266 - FHLMC	3134GVV96	06/24/24	675,000.00
07/08/20	#267 - FHLMC	3134GV4S4	07/08/24	600,000.00
08/13/20	#269 - FHLMC	3134GWHR0	05/13/24	1,000,000.00
08/26/20	#270 - FNMA	3136G4V75	02/24/25	1,298,781.25
09/17/20	#271 - FNMA	3135G0X24	01/07/25	1,422,117.00
10/30/20	#272 - FNMA	3136G46A6	10/27/23	984,753.75
12/16/20	#273 - FNMA	3135G06M0	12/16/24	1,300,000.00
01/11/21	#274 - FHLB	3130AKK21	12/08/23	650,117.00
01/28/21	#275 - FNMA	3135GACA7	04/15/25	1,124,212.50
04/30/21	#277 - USA Treasury	9128286R6	04/30/24	697,408.59
05/26/21	#279 - FHLB	3130AMK92	11/26/24	1,500,000.00
07/02/21	#280 - STATE OF MI	594612BD4	05/15/27	1,261,584.00
08/24/21	#281 - USA Treasury	912828YH7	09/30/24	1,135,664.06
03/25/22	#287 - USA Treasury	9128283D0	10/31/24	1,197,328.13
04/27/22	#288 - USA Treasury	9128284F4	03/31/25	996,097.10
06/30/22	#290 - USA Treasury	91282CEU1	06/15/25	1,088,616.97
09/09/22	#291 - USA Treasury	9128285J5	10/31/25	1,133,247.99
10/31/22	#292 - USA Treasury	91282CFA4	07/31/24	1,072,031.03
11/08/22	#293 - FHLB	3130AQBD4	12/30/24	923,319.00
11/16/22	#294 - FHLB	3130AJZ36	08/27/25	1,349,223.00
12/09/22	#295 - FHLB	3130ALGJ7	03/23/26	832,328.25
01/17/23	#296 - FFCB	3133EN6A3	01/13/26	659,615.22
02/23/23	#298 - FFCB	3133EPBJ3	02/23/26	1,123,526.25
03/10/23	#299 - USA Treasury	91282CGA3	12/15/25	1,026,879.28
03/29/23	#300 - USA Treasury	81282CAP6	10/15/23	7,902,878.91
03/29/23	#301 - USA Treasury	912796CR8	09/21/23	7,281,547.22
03/29/23	#302 - FHLB	313384LJ6	09/06/23	4,894,902.80
05/02/23	#304 - USA Treasury	912828U24	11/15/26	1,083,429.63
05/16/23	#305 - FHLMC	3134GW5P7	10/27/25	1,056,676.35
06/30/23	#306 - USA Treasury	91282CEW7	06/30/27	1,160,066.52
07/31/23	#307 - FHLMC	3134GYXU1	07/26/27	1,160,000.00
08/31/23	SECURITIES - TOTAL			51,791,569.39
08/31/23	SECURITIES - POOLED FUND			73,440.51
				51,865,009.90

CERTIFICATES OF DEPOSIT & TERM SECURITIES HELD
As of
August 31, 2023

DATE OF PURCHASE	CERTIFICATE HELD AT	PRINCIPAL AMOUNT	DATE OF MATURITY
04/19/23	PFM GovMIC	6,000,000.00	09/05/23
04/27/23	PFM GovMIC	2,000,000.00	09/12/23
04/28/23	FLAGSTAR	3,000,000.00	09/12/23
05/04/23	PFM GovMIC	1,000,000.00	09/19/23
05/11/23	PFM GovMIC	1,000,000.00	09/12/23
05/17/23	PFM GovMIC	2,000,000.00	09/26/23
05/24/23	PFM GovMIC	3,000,000.00	10/10/23
05/30/23	PFM GovMIC	2,000,000.00	10/17/23
06/07/23	PFM GovMIC	2,000,000.00	10/24/23
06/14/23	PFM GovMIC	1,000,000.00	10/31/23
06/13/23	INDEPENDENT	1,000,000.00	10/31/23
06/21/23	PFM GovMIC	3,000,000.00	11/07/23
06/28/23	PFM GovMIC	1,000,000.00	11/14/23
07/03/23	PFM GovMIC	1,000,000.00	12/05/23
07/11/23	PFM GovMIC	1,000,000.00	12/12/23
07/18/23	PFM GovMIC	2,000,000.00	12/19/23
07/25/23	PFM GovMIC	1,000,000.00	12/27/23
08/01/23	FLAGSTAR	2,000,000.00	01/03/24
08/01/23	PFM GovMIC	2,000,000.00	01/03/24
08/08/23	PFM GovMIC	1,000,000.00	01/09/23
08/15/23	PFM GovMIC	5,000,000.00	01/16/24
08/22/23	PFM GovMIC	1,000,000.00	01/23/24
08/29/23	FLAGSTAR	2,000,000.00	01/30/24

46,000,000.00

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD OCTOBER 2, 2023**

Meeting was called to order at 8:50 p.m. by Council President Jim Jolly. Present: Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, 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 Ted Davis, Superintendent of Parks and Recreation.

Councilmember Donovic led the Pledge of Allegiance.

1. REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Michael Hudzik, re: in order to host a party with a live band on Saturday, October 21, 2023, at the home located at 32974 Grenada Street, from 6:00 p.m. until 11:00

Mr. Hudzik, 32974 Grenada Street, presented the request to Council.

President Jolly asked Mr. Hudzik to notify his neighbors of the event if they haven't been invited.

Vice President Toy offered an approving motion for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

1.

Council Office
September 14, 2023

MEETING DATE

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Michael Hudzik, re: in order to host a party with a live band on Saturday, October 21, 2023, at the home located at 32974 Grenada Street, from 6:00 p.m. until 11:00 p.m.

BACKGROUND DETAILS

REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Michael Hudzik, re: in order to host a party with a live band on Saturday, October 21, 2023, at the home located at 32974 Grenada Street, from 6:00 p.m. until 11:00 p.m.

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. S100223 LTC Noise waiver Michael Hudzik 10-21-23
2. S100223 Noise Waiver Michael Hudzik 10-21-23

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: 9-13-23 Date to appear at a Council Meeting: _____

Name of Neighborhood Representative: MICHAEL HUDZIK

Address (please include zip code): 32974 GRENADA ST

Telephone Number with area code: ^{CELL} Home: 734-718-0702 Office: _____

Email: michael.hudzik@raymondjames.com

Please circle what is being requested - ~~"BLOCK PARTY"~~ and/or ~~"STREET BARRICADING"~~

SAT 10/21/23 BIRTHDAY PARTY 6PM - 11:00pm

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.

NOISE WAIVER REQUEST

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

@ HOME - 32974 GRENADA
BAND IN GARAGE OR TENT / WEATHER

Type of Event: Briefly (Describe activities planned. Music, barbecue, games, etc.) 55TH BIRTHDAY
PARTY FOR SISTER (SURPRISE) - 4-5 PIECE BAND TO
BE HIRED - COVER BAND - CLASSIC ROCK. SET UP IN GARAGE

How many barricades are you requesting (max. 10)? N/A

Approximate Number Attending: 30-35

Date of Council Approval/Denial: _____

Council Resolution Number: _____

RECEIVED
OFFICE OF THE CITY CLERK
2023 SEP 13 PM 3:09

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD OCTOBER 2, 2023**

Meeting was called to order at 8:50 p.m. by Council President Jim Jolly. Present: Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, 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 Ted Davis, Superintendent of Parks and Recreation.

Councilmember Donovic led the Pledge of Allegiance.

3. AWARD OF BID: Livonia Fire & Rescue, re: for the purchase of five (5) Commercial Washer Extractors, from budgeted funds.

Chief Jennison, Livonia Fire Chief, presented the request to Council.

Councilmember McCullough asked if we have dryers as well.

Chief Jennison indicated we do not and typically hang them to dry, but they are looking at dryers as well.

Councilmember Bahr asked if the life span is based on the number of years in use or if there are problems with the machines.

Chief Jennison said the seals are going bad and they are getting increasingly expensive to maintain. He also indicated they can adjust the wash cycles, temperatures, spin cycles, and number of RPMs in the spin drum in accordance with the new NFPA requirements. The older machines can't do this. The new machine is also able to track the number of times the gear has been washed so we can do a better job of meeting the NFPA standards.

Councilmember McCullough offered an approving motion for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

3.

Fire
September 20, 2023

MEETING DATE

S100223/R101623

PREPARED BY

Lori Arquette, Program Supervisor,

AGENDA ITEM

AWARD OF BID: Livonia Fire & Rescue, re: for the purchase of five (5) Commercial Washer Extractors, from budgeted funds.

BACKGROUND DETAILS

It is well understood that fire fighters are exposed to contaminants in the course of their duties. Those contaminants soil fire fighter PPE (personal protective equipment) and other fire service gear. Cross-contaminated equipment and gear are suspected of adversely influencing long-term firefighter health and wellness. As a consequence, PPE and other gear are being cleaned more frequently to remove products of combustion to decrease cancer risks for firefighters, according to the National Fire Protection Agency (NFPA) 1851- The Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting. According to the CDC and NIOSH, firefighters have a 9% higher risk of developing cancer and a 14% higher risk of dying from cancer compared to the general public.

Current fire gear extractors "commercial washing machines" at Livonia Fire & Rescue have reached their end of life and require replacement to continue the department's mission to keep firefighters as safe as possible, before, during and after the incident.

A request for proposals (RFP) was placed on the Michigan Inter-Governmental Trade Network (MITN) and the following bid responses were received.

ALL Lakeside Laundry Service \$44,980.00
(had exceptions listed in the bid proposal, not comparable brand)

Universal Laundry Machinery \$47,350.00
(had exceptions listed in the bid proposal, with comparable brand)

Eagle Star Equipment \$48,995.00
(did not submit the bid proposal in the proper manner)

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 Fire Department that Council proceed as follows:
Provide an Approving Resolution in accordance with Section 3.04.140.C of the Livonia Code of Ordinances, as

amended, to accept the low bid meeting specifications from Universal Laundry Machinery, 38700 Webb Drive, Westland, MI 48185, and authorize the purchase and installation of five (5) Commercial Washer Extractors and all accompanying labor for installation, plus removal and proper disposal of existing extractors at time of installation of new equipment, in the amount of \$47,350.00 from budgeted funds in Account No. 401.000.976.000

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

Five (5) new UNIMAC UYT030 Washer/Extractors

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

\$47,350.00

DETAILED WORK BEING PERFORMED

Installation of five (5) new UNIMAC UYT030 Washer/Extractors, and removal/disposal of existing extractors at time of delivery to five Livonia Fire & Rescue Stations located at:

Fire Station 1, 14910 Farmington Rd, Livonia MI 48154

Fire Station 3, 35500 Seven Mile Rd, Livonia MI 48152

Fire Station 4, 12300 Middlebelt Rd, Livonia MI 48150

Fire Station 5, 18910 Middlebelt Rd, Livonia MI 48152

Fire Station 6, 37876 Plymouth Rd, Livonia MI 48150

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

Funding is available in Account No. 401-000-976-000.

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

Accepted second lowest bidder, lowest bidder had unacceptable exceptions (not comparable brand) to their bid proposal.

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc):

Did not waive the bid process.

ATTACHMENTS

1. Universal Laundry Machinery Bid Proposal
2. Eagle Star Bid Proposal
3. All Lakeside Laundry Service Bid Proposal

APPROVED BY



Robert Jennison, Fire Chief

Date: September 20, 2023



Michael Slater, Finance Director

Date: September 21, 2023



Paul Bernier, City Attorney

Date: September 21, 2023



Maureen Miller Brosnan, Mayor

Date: September 22, 2023

CITY OF LIVONIA REQUEST FOR QUOTE
WASHER-EXTRACTORS

Submitted by: Universal Laundry Machinery
(COMPANY NAME)

The undersigned, by the submission of this proposal, represents that he is familiar with and has determined for himself the nature and extent of the proposal work and the conditions under which it must be performed and completed, and agrees that he will contract with the City of Livonia to furnish at and for the following monies all materials, labor, equipment, insurance, permits, supervision and all other things necessary or incidental to complete the entire work in accordance with the appended specifications, general conditions, and related contract documents. By the submission of this bid, the undersigned represents that he is familiar with and understands all of the above-referenced contract documents.

In accordance with the contract documents including the furnishing of all labor, material, equipment, permits, and insurance necessary to provide the following equipment:

WASHER-EXTRACTORS

ITEM	DESCRIPTION	QTY	COMPLETE FOR SUM OF:
1	WASHER-EXTRACTOR (NEW – UNUSED) Continental EH030L, 4.4 CU FT, 30LB Soft Mount Washer/Extractor with LOGI Control, gravity drain, top dispenser, external dosing with 4 chemical signals 208-240/60/1 Warranty: Parts _____ Labor _____ Lead Time _____ days <i>Extractor must meet NFPA standards</i>	5	UniMac UYT030 4.8 cu.ft, holds up to 4 pieces of turnout gear, 30Lb. Soft Mount Washer/Extractor with UniLinc touch screen Control, gravity drain, external dosing with 4 chemical signals 208-240V/ 50/60Hz/1-3ph \$43,635 (\$8,264 each extractor; \$463 each base)
2	Removal and proper disposal of existing extractors at time of install of new equipment	5	\$0.00
3	Shipping/Handling <i>Delivery shall be FOB Destination to all Fire Stations specified herein</i>		\$3,715; Includes shipping, delivery, installation and utility reconnections

No substitutions will be accepted. Bidders must offer pricing on the product specified. Removal and disposal of existing equipment is required and shall be completed when new equipment is installed.

Pricing offered is valid until 11/30/2023

The undersigned has checked the bid figures carefully and understands that he shall be responsible for any error or omission in this bid offer and is in receipt of all addenda issued. Indicate addendum number to confirm receipt.

Addendum # X

Addendum # X

Addendum # X

The undersigned agrees that, if the proposal made herein is accepted, he will satisfactorily perform and complete all of the work and meet all of the requirements and obligations imposed upon him by the contract including the plans, specifications and general conditions.

Also, the undersigned agrees that, if the above proposal is accepted, he will execute the contract and furnish the necessary proofs of insurance carriage within fifteen (15) calendar days from such acceptance.

In submitting this sealed bid, it is understood that the City of Livonia reserves the right to reject or accept any or all proposals in whole or in part and waive any irregularities or informalities therein. It is agreed that this bid may not be withdrawn for sixty (60) days from the opening thereof.

The contractor and his subcontractors 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 his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his sex or age, except when based on a bona fide occupational qualification, or because of his race, color, religion, national origin or ancestry (Act 251, P.A. 1955, as amended). The contractor further agrees that he 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 covenant may be regarded as a material breach of the 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.

Firm Name K.A.H Inc dba Universal Laundry Machinery Date 9/11/23
(If corporation, partnership, or assumed name)

Signature  Adam Richards
(Person executing bid and official capacity)
Sales Representative

(Names of principal officers and designate official capacity)
Ryan Hubbard, President (If partnership or assumed name, indicate names of owners)
Address 38700 Webb Dr.

City/State/Zip Westland, MI 48185
Phone 734-727-0478 FAX 734-727-0481

Is extended warranty available for the equipment requested? _____ Yes ☒ No

If yes: Cost: \$ N/A

CUSTOMER SERVICE NUMBER FOR REPAIRS & MAINTENANCE: 800-200-2057

Length of Extended Warranty (to commence at the end of the standard warranty period)

N/A

Can equipment installation be completed at all locations by November 30, 2023? ☒ Y ☐ N

NOTE: Equipment will be installed at active, in-service fire stations. Equipment installation shall not disrupt or interfere with first responders or their duties. Fire Department personnel reserves the right to reschedule or temporarily suspend work if necessary without additional charges, fees, or penalties for completion of work when it is deemed appropriate.

DELIVERY REQUIREMENTS:

DELIVERY LOCATIONS

Fire Station	Address	Current Equipment	
1	14910 Farmington Rd, Livonia MI 48154	EH030L1102111000	141919113
3	35500 Seven Mile Rd, Livonia MI 48152	EHO30L1102111	1460749F08
4	12300 Middlebelt Rd, Livonia MI 48150	H2030PM11010	1251104H06
5	18910 Middlebelt Rd, Livonia MI 48152	H2030PM11010	1251103H06
6	37876 Plymouth Rd, Livonia MI 48150	H2030PM11010	1251106H06

Vendor shall provide 48 hour notice of delivery to contact person specified. Delivery shall be made Monday-Friday, 8:00 a.m. – 4:00 p.m. No weekend delivery will be accepted.

The contractor shall indemnify and hold harmless the City of Livonia and its employees from and against all claims, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

All quotes submitted shall include:

- Form of Proposal Form
- References
- Statement of Qualifications

**CONTACT PERSON WHO CAN RESPOND TO QUESTIONS REGARDING BID
SUBMISSION:**

Name Adam Richards Title Sales Representative

Phone No. 734-272-0478 Email arichards@univlaundry.com

EXTRACTORS REFERENCE FORM

COMPANY NAME: Universal Laundry Machinery

Reference Company Name: City of Detroit Fire Department	
City/State: Detroit, MI	
Summary of Work Performed: Sold and installed a total of 24 30Lb turnout gear washers to the City of Detroit. All equipment was installed at 24 fire stations throughout the Detroit. Washers are also serviced by out office within 24 hours	
Dates of Work: September 2021 – March 2023	
Company Contact Person: Lt. Darnell McLaurin	Title: Lieutenant
Phone Number: 313-410-0904	Email: McLaurinD2744@detmi.gov

Reference Company Name: City of Battle Creek Fire Department	
City/State: Battle Creek, MI	
Summary of Work Performed: Sold and installed three 40Lb. turnout gear washers and 8 small washers and dryers at 5 fire stations throughout Battle Creek. To date, no service calls	
Dates of Work: February 2023	
Company Contact Person: Michele Hughey	Title: Battilion Chief
Phone Number: 269-966-3525	Email: MSHughey@battlecreekmi.gov

Reference Company Name: City of Madison Heights Fire Department	
City/State: Madison Heights, MI	
Summary of Work Performed: Sold and installed two 40Lb. turnout gear washers to two fire stations in Madison Heights.	
Dates of Work: January 2023 & June 2023	
Company Contact Person: Greg Lelito	Title: Chief
Phone Number: 248-588-3605	Email: greglelito@madison-heights.org

STATEMENT OF QUALIFICATIONS WASHER-EXTRACTORS

Respondents must answer all questions. If more space is needed to complete a question, attach a separate sheet.

Company Name: Universal Laundry Machinery

Address 38700 Webb Dr., Westland, MI 48185

Contact Person: Adam Richards Title Sales Representative

Phone No. 734-727-0478 Email arichards@univlaundry.com

1. Number of years operating under your present name: 123 years
2. Number of years present owners have owned the company: 26 years
3. How many years of experience does your company have providing the equipment specified in the bid documents? 42 years As a UniMac equipment distributor

4. General nature of work performed by your company:
Sales, installation & service of industrial and commercial grade laundry equipment to all industries including nursing homes, hospitality, fire depts. ect

5. Have you performed work for the City of Livonia in the last ten (10) years? If so, please specify:

Year of Service	Department Served	Description of Services Provided
2021	Police Department	Sold & installed washer/dryer
2013	Public School	Sold & installed washer

6. List the members of the team who will oversee the ordering and delivery process for the equipment specified and the roles they will perform.

Name	Title	Role	Years of Experience
Adam Richards	Sales Rep.	Sales/Ordering	2.5 years
Ryan Hubbard	President	Quality Control	9 years

7. What challenges do you foresee?

Based on the site visits made to each station there were no issues found for installation of these units.

8. What is included in your base price for services? What services will incur additional fees:

The washers, bases, freight, delivery, installation, utility reconnections and the removal and disposal of current equipment for all 5 stations is included.

9. Provide Phone Numbers for Customer contact during normal business hours. Provide phone number for 24-hour contact by City of Livonia personnel.

Company Phone No.: 734-727-0478

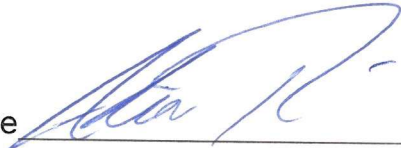
24-Hour Phone No.: 800-825-7787

10. Hours of Operation

DAYS	BUSINESS HOURS
Monday – Friday	8:00am – 4:30pm
Saturday	Closed – Techs will work calls from late in the week as needed.
Sunday	Closed – Techs will work calls from late in the week as needed.
Holidays	Closed

11. Is the vendor willing to extend pricing offered to the City of Livonia to other municipalities in the Michigan Inter-Governmental Trade Network as long as current pricing remains valid as stated in the bid documents:

X Yes No

Authorized Signature  Date 9/11/23

Print Name Adam Richards Title Sales Representative

COMPANY NAME: Universal Laundry Machinery



Universal Laundry Machinery

"The Best in the Midwest"

38700 Webb Drive Westland, MI 48185
(800) 825-7787 www.univlaundry.com

Dear Livonia Fire Department,

Attached please find our significantly reduced pricing on our UniMac 30Lb. softmount washer along with our full fire department packet, which in addition to the updated pricing, includes information regarding FireLinc, brochures and additional information about Universal Laundry and our service affiliate, Michigan Laundry Machinery, (located in the same office in Westland) who carries 14 on the road techs and prioritize fire departments, nursing homes and other essential facilities when it comes to servicing equipment and with being located in Westland, service calls to Livonia would easily be handled within 24 hours, if not sooner.

When determining how many sets of gear can be washed in a turnout gear washer, the rule of thumb is one "piece" (liner or shell) per cubic foot of wash basket. Therefore, a machine with a 7 cu. ft. basket can wash up to 7 "pieces" (liners or shells). Shells and liners are usually washed separate, so we program separate cycles for each. There can also be a Heavy Soiled cycle for really dirty gear. Cycles are 47-61 minutes long, depending on which cycle.

It is very likely that fire departments soon will be mandated to keep track of and verify when and how a fire fighter's turnout gear is cleaned, in an effort to reduce future liability of a city or township. UniMac has developed a program called FireLinc that will accomplish this for a department. I have attached information regarding this.

The 30 Lb. softmount Gear Washer is a UniMac model UYT030 industrial grade thirty lb. capacity washer extractor that will process up to 4 pieces and has a fully programmable touch screen control and can be fully utilized with the FireLinc software. This Gear Washer comes standard with a soap box to allow for handfeeding of cleaning chemicals, but also comes standard with chemical injection ports to allow automatic dispensing of the proper amount of cleaning chemicals during the wash cycles a separate supply pump can be purchased and installed through us as well, and a free gallon of CitroSqueeze is included with the purchase of a pump system, and we would install it and program it for use with this washer. If you would like information regarding this, please just let me know.

The fully programmable UniLinc control on the UYT30 provides for complete versatility in programming and is completely compatible with the FireLinc software. With the easiest controller to program, the UniLinc control allows for customized wash formulas to match the processing requirements of each of your specific turnout gear pieces and will be programmed to meet all NFPA recommendations.

The washer quoted will meet ALL NFPA 1851 recommendations for cleaning turnout gear and will get your turnout gear back in service quickly and most importantly safely.



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(800) 825-7787 www.univlaundry.com

Should you choose to do so, this washer will not only wash turnout gear, but also other items like truck towels, uniforms, etc. if you choose and would be programmed to due so without extracting above 100G-Force to ensure that if the incorrect cycle was selected for turnout gear it would not cause damage to the turnout gear.

The FireLinc system would cost approximately \$800.00 to get up and running.

As you know, dirty turnout gear is dangerous turnout gear. Deposits of hydrocarbons can take in 90% of the toxins produced by a fire and can conduct electricity. Soot can diminish the reflectivity of turnout gear making it hotter and more difficult to see. For turnout gear to perform properly it must be clean.

Universal Laundry Machinery has sold and installed more commercial laundry equipment in more fire stations in Michigan than all of its competitors combined, and is Michigan's exclusive distributor of UniMac laundry equipment. UniMac brand washers wash more turnout gear in Michigan than any other brand. UniMac washers are very heavy duty, have programmable controls, have a stainless-steel construction and are **manufactured in the USA**.

Universal Laundry Machinery is the largest and oldest (since 1920) distributor of commercial laundry and dry-cleaning equipment in Michigan and have sold more turnout gear washers in Michigan than our competitors combined while our service affiliate, Michigan Laundry Machinery, has installed and services each machine sold.

We are the Michigan distributor for the UniMac brand of commercial and industrial laundry washer extractors and dryers. UniMac is the largest selling brand of commercial washers manufactured and sold (18 lb. to 250 lb. capacity) in the United States. The alliance of UniMac and Universal is one reason that Universal Laundry Machinery is 'The Best In The Midwest'.

UniMac washers feature stainless steel construction for years of good looks and corrosion resistance. The automatic supply flush compartment mixes the chemical supplies with water, and then adds them at the proper time below water level. This protects the linen and gear from direct contact with the highly concentrated cleaning supplies, which could stain or cause holes in the fabric and will save you money.

UniMac washers are extremely well built and have a five -ten (5-10) year warranty on the basket- shaft-frame-seals and main bearings. All other parts are covered by a three (3) year warranty. Heavy-duty components and quality construction make UniMac the best value available.



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Our service affiliate, Michigan Laundry Machinery, has the largest replacement parts department (approximately \$400,000.00 in inventory) in Michigan. Should you need a replacement part, chances are they have it. Michigan Laundry Machinery is also the largest in Michigan and located in the same office as Universal Laundry Machinery in Westland, MI. They not only carry the most parts in the state, but also have the most service technicians with 13 on the road daily all throughout the state with fully stocked service trucks, and mobile phone contact, **most service calls are completed within 24 hours** of the initial phone call to us.

I look forward to providing you with any additional information that you may require. Please look over the attached data and don't hesitate to call me if you have any questions.

Thank you for your consideration to allow us to provide the best machine with the best service available.

Regards,

Adam Richards
Universal Laundry Machinery
Fire Department Laundry Consultant



Universal Laundry Machinery

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(800) 825-7787

www.univlaundry.com

WHY CHOOSE Universal Laundry Machinery?



You don't have to be a commercial laundry expert to build the perfect laundry for your facility; you just need to work with the experts.

Universal Laundry Machinery, founded in 1920, is the largest and oldest distributor of industrial and professional laundry equipment in Michigan. Universal Laundry Machinery is the regional expert in commercial laundry, on premise laundry and vended laundry and has worked hand in hand with thousands of customers over its nearly 100 years in business.

Universal Laundry Machinery serves industries including Hospitality, Healthcare, Fire, Industrial, Athletic and many more! As an authorized UniMac distributor, we use our years of experience and the expertise of Unimac to answer all the questions a prospective laundry owner may have about equipment needs, labor needs, laundry design, utility setup and costs, and how to finance your laundry. We can also advise existing laundry owners on how to improve their current operations by upgrading their equipment to use fewer resources. Well before green became fashionable, Universal was selling and servicing energy and water saving equipment to minimize operating costs and maximize profits for our customers.



Service After the Sale: With 11 service and installation technicians, Universal has the largest service department in Michigan. We pride ourselves in having the most experienced laundry equipment service technicians in the state.

- Factory-trained service technicians
- Completely stocked service vehicles
- Same or next business day response time
- Direct service line



Universal Laundry Machinery knows that any time out of service means revenue and productivity lost for our commercial and on premise laundry customers. We also advise our customers on preventive maintenance to reduce downtime from out of service laundry equipment. Universal Laundry Machinery provides the highest quality laundry equipment and unparalleled service and support at competitive prices to maximize your return on investment, financial and otherwise.

Parts: When you need replacement parts for your equipment, you'll always get the best from Universal Laundry Machinery. Our parts department, with approximately \$400,000 in replacement parts inventory is the largest in Michigan. Universal has the expertise to help with repairs and only uses genuine parts that are specifically manufactured for your machine.

Sales • Complete Parts Department • Full Service Department • Facility Design & Layout



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Partial Customer List

Health Care

West Mich. Shared Hosp Lndry
Memorial Hospital – Owosso
U of M Hospital Lndry
Munson Hospital Lndry
Ford-Allegiance Hosp Lndry
Wellbridge Nursing Homes
Medilodge Nursing Homes
Ciena Healthcare
Evangelical Homes
Bronson Nursing
StoryPoint Living Centers
Advantage Mgt-Manor Homes
Tendercare Homes
St. Mary Mercy Hosp Lndry

Hospitality

Amway Grand
JW Marriott
Townsend Hotel
Soaring Eagle Casino Hotels
Kewadin Casino Hotel
Bay Mills Casino
Little River Casino
Turtle Creek Casino
Grand Hotel
Island House
Chippewa Hotel
Mission Point Resort
Hilton Garden – Grand Rapids
Great Wolf Lodge

Athletic/Sports

Detroit Red Wings
Detroit Tigers
Detroit Lions
Detroit Pistons
U of M Athletics
MSU Laundry
WMU Athletics
EMU Athletics
Oakland Univ. Athletics
Univ. of Detroit Athletics
USA Hockey
Saginaw Spirit
Olivet College Athletics

Prisons/Jails

Muskegon Correctional
Ionia Correctional
Kinross Correctional
Chippewa Correctional
Jackson Prison
Oakland County Jail
Jackson County Jail
Ingham County Sheriff
Genesee County Jail
Wayne County Jail
Clare County Jail
Huron Valley Women's
Jackson County Sheriff



Universal Laundry Machinery

"The Best in the Midwest"

38700 Webb Dr.
Phone: 734-727-0478

Westland, MI 48185
Fax: 734-727-0481

Toll Free: 1-800-825-7787

PROPOSAL

Client: Livonia Fire Department
Address: 14910 Farmington Rd.

Proposal #: 213423

Date: 9/9/23

Livonia, MI 48154

Attention:

Telephone: 734-466-2356

Fax:

WE PROPOSE TO PROVIDE

Qty	Prod. ID	Description	Unit Price	Ext. Price
RECOMMENDED EQUIPMENT				
5 ea.	-UYT030	30 lb Capacity Suspension Washer	\$8,264.00	\$41,320.00
Includes: Fully programmable UniLinc Touch screen control, shock and spring suspension system to reduce vibrations, stainless steel basket - shell - front - sides and top, 4 compartment supply flush compartments, 8 liquid supply signals, energy saving inverter drive system, 100 'G' energy saving extraction, 5 year warranty on the basket - shaft - frame - seals and bearings, 3 year warranty on ALL other parts, 208 -240/60/1 phase. Will be programmed to meet all NFPA requirements.				
5 ea.	-BASE	8" High Steel Riser Base	\$463.00	\$2,315.00
Includes: Raises washer for ease of use and drain connection				
5 ea.	FRT-1	Freight From Factory	\$178.00	\$890.00
5 ea.	-INSTALLATION	Deliver, Set In Place and Level	\$400.00	\$2,000.00
Includes: Uncrate equipment, set in place and level. Will also remove and dispose of current washer.				
5 ea.	-UTL	Utility reconnections	\$165.00	\$825.00
Subtotal				\$47,350.00
Tax				
Total				\$47,350.00

Prices quoted are firm as of this date and are, however, subject to change to reflect price increases (if any) to UNIVERSAL put into effect by our equipment manufacturers prior to receiving your signed order.

-Please see next section-



UNIVERSAL LAUNDRY MACHINERY

Proposal No. 213423

- *Pricing includes firefighter discount;*
- Universal will deliver, offload, uncrate, set in place and level. Will also remove and dispose of current equipment.
- Utility reconnections are to proper supplies provided by Livonia Fire Department;
- Clear access (door openings, etc.) is the responsibility of Livonia Fire Department;
- Universal will start-up, check-out, and instruct in use and operation.



UNIVERSAL LAUNDRY MACHINERY

Proposal No. 213423

DEFINITION OF YOUR LIMITED LABOR AND PARTS WARRANTIES

Your **LIMITED LABOR WARRANTY** begins with the date of machinery start up. Your **LIMITED LABOR WARRANTY** covers the labor required to correct a defect in materials or workmanship for the exact time period specified in the "specific terms and conditions" section of your machinery quotation.

When, and if, you contact us to request warranty service, we will attempt to ascertain the exact nature of the problem in order to determine if the situation is covered under your **LIMITED LABOR WARRANTY**. In most cases, the issue of warranty applicability is not difficult to determine. In the event, however, the actual examination and/or repair of the machinery indicates a condition or conditions beyond normal **LIMITED LABOR WARRANTY** coverage, it is expected that you will be responsible for the cost of that particular service call which includes hourly rate and mileage charge. Under these clearly defined circumstances, failure to pay the above stated charges will result in revocation and termination of your **LIMITED LABOR WARRANTY**.

Your **LIMITED PARTS WARRANTY** begins when you receive the machinery. Your **LIMITED PARTS WARRANTY** is issued to you by the machinery manufacturer through Universal Laundry Machinery. It is, therefore, the manufacturer who determines whether or not a returned part will be covered by your **LIMITED PARTS WARRANTY**.

If the manufacturer determines that a returned part is not covered by the **LIMITED PARTS WARRANTY** for reasons of misuse, abuse or because the item is excluded from the **LIMITED PARTS WARRANTY** (perishable components, for example) you will be expected to pay for the replacement parts or parts.

Failure to pay Universal for replacement parts that the manufacturer determines are not covered under the **LIMITED PARTS WARRANTY**, will result in revocation and termination of your **LIMITED PARTS WARRANTY**.

I (we) have read the definition of my (our) **LIMITED LABOR AND PARTS WARRANTIES** as outlined above and fully understand and accept it as presented. I (we) agree to abide by these terms and conditions as set forth.

Livonia Fire Department

Customer Company Name

Customer Signature and Title

Adam Richards

For Universal Laundry Machinery

Date



UNIVERSAL LAUNDRY MACHINERY

Proposal No. 213423

SPECIFIC TERMS AND CONDITIONS

Warranty: 3 year parts; 90 day labor	Special Rigging/Installation: N/A
Equip. Quoted F.O.B.: Factory	Special Freight Charge: N/A
Delivery Time Required: 6 - 8 weeks	Applicable Sales Tax: 6% if applicable
Terms of Payment: 30% deposit, balance at delivery	Other: Lease plans available

IMPORTANT RELEVANT INFORMATION

DEFINITION OF WARRANTY - Parts Warranty begins with the actual date of equipment delivery to your facility, and is in effect, whether or not the machinery is hooked-up and running. Service Warranty begins with the specific date of start-up by UNIVERSAL personnel.

ELECTRICAL SERVICE - It is very important that you verify that the voltages as outlined with the equipment proposals, correspond directly with your facility electrical service. If a discrepancy exists, please notify UNIVERSAL immediately.

SCHEDULING OF MACHINERY DELIVERY - It is our firm policy to order the machinery and schedule deliveries in strict accordance with your specifically stated needs at the time you place your order. In the event that new construction, or any other delays, beyond our control preclude this delivery schedule from occurring, we will store the machinery but will require full payment of all monies owed. Depending upon the time of delay and quantity of equipment involved, there may be a charge for this storage.

FINAL MACHINERY CONNECTIONS - It is the Responsibility of the Customer to arrange and provide for all final service hook-ups including electrical, gas, plumbing, and venting. UNIVERSAL does not offer these services.

DELIVERY SERVICES - UNIVERSAL can deliver equipment to the job site. We will set it in place, bolt it down, and grout if required. We will, at the appropriate time, and at your request, start-up all machinery and provide full instruction to your designated personnel as to its proper and safe use.

ACCESS TO DELIVERY SITE - It is the Responsibility of the Customer to provide clear and un-obstructed access including suitable door openings in order that the equipment may be delivered in a reasonable manner. Proper and suitable foundations must also be provided by the customer on which the machinery is to be mounted.

PAYMENT OF INVOICES - All **Past Due** accounts may be subject to a service charge of 1.5% per month.

9/9/2023

213423

Date of Proposal

Proposal Number

CLIENT ACCEPTANCE OF PROPOSAL - The foregoing Price Proposal, Specific Terms and Conditions, and the Important Relevant Information have been reviewed and are hereby agreed to and accepted as written.

K.A.H. Inc. dba UNIVERSAL LAUNDRY MACHINERY

Adam Richards

Purchaser (Company Name)

Date of Order Placement

Authorized Signature and Title

Please return one copy from each section



PREPARE, PROTECT & PREVENT:
THE GUIDE TO PROPER PPE CLEANING





It's no secret that firefighters put their own safety on the line every day to protect their communities. I've been a firefighter for 28 years and like me, many firefighters have dreamed about this job since a young age. We would do anything to protect the community we serve, as well as our fellow firefighters, but it's important that we also take the necessary steps to protect ourselves.

In the last decade there have been many studies published on the health risks associated with wearing contaminated personal protective equipment (PPE). In fact, according to the Firefighter Cancer Support Network, firefighters are significantly more likely to develop cancer due to their exposure to carcinogens. As a result, the industry is focused on researching these harmful toxins in order to develop a standard protocol that will require frequent and thorough cleaning of PPE to prevent long-term exposure to contamination following a fire or major incident.

In addition to serving as Captain of the Berlin Fire Department in Wisconsin, I have worked for UniMac® laundry manufacturer, the world's leading provider of on-premises laundry (OPL) equipment, and an Alliance Laundry Systems brand for more than 25 years. UniMac has been dedicated to providing equipment that meets the specific needs of the fire industry for more than 60 years. I'm grateful for the opportunity to work with fire departments across the country to provide them with equipment, but both the fire and laundry industries have more work to do to increase awareness of the cleaning techniques needed to properly decontaminate PPE, as well as the importance of regular cleaning.

In this eBook we will examine the current National Fire Protection Association (NFPA) cleaning guidelines, review the current research that will inform the next generation of cleaning guidelines, provide an overview of the specific equipment needed to wash PPE and share best practices for cleaning and maintaining your protective gear. If your fire department wants to continue the conversation to ensure you're taking the right steps to protect your firefighters and prevent long-term exposure to harmful carcinogens, we are here to help. Find a knowledgeable distributor online or give us a call at 1-800-587-5458.

A handwritten signature in black ink that reads "Bill Brooks". The signature is written in a cursive, flowing style.

Bill Brooks
UniMac North American Sales Manager



CHAPTER ONE:
CHANGING THE CONVERSATION

The best way
to protect
firefighters
is by properly
decontaminating
gear after
an incident,
so that a
firefighter
does not put
soiled PPE
back on their
body following
a fire or
emergency
response.

CHAPTER ONE: Changing The Conversation

Historically, PPE that smelled like smoke or had visible signs of use brought a sense of pride. It represented a badge of honor and the dirtier the gear, the more a firefighter was regarded. However, in recent years, this perception and the conversations around cleaning PPE are changing.

The number of cancer incidences in firefighters has significantly increased over the last 20 years, making it the leading cause of line-of-duty death. As a result, the fire industry, as well as national and local health organizations, have been conducting research to learn more about the carcinogens firefighters are exposed to on the job in an effort to identify what can be done to better protect them. Over the last ten years, there have been multiple studies published detailing of dangers of prolonged exposure to contaminated PPE, which is driving a change in the industry to better understand these risks, educate firefighters on the importance of regularly cleaning PPE and provide training to properly do so.

THE RISKS

Exposure to persistent harmful contaminants in PPE is a serious problem. Firefighters come into contact with the contaminants on the fire ground due to highly toxic substances and a variety of carcinogens. They also risk exposure to an increasing range of infectious pathogens when responding to an emergency medical operation.

Today's households and businesses have more metals, plastics and synthetics, increasing the likelihood of exposure to toxins. Many of these contaminants are related to the number of electronics found in today's households. These harmful chemicals and smoke easily contaminate turnout gear and promptly attach to the fabric of the PPE. Furthermore, these contaminants absorb into firefighters' skin and as temperatures increase, so does the permeability of the skin, making it more absorbent.

The best way to protect firefighters and minimize the risk of toxins absorbing into their skin is by properly wearing the gear during the incident and then decontaminating gear immediately after the incident so that a firefighter does not need to put soiled PPE back on his or her body following a fire or emergency response.

NFPA REGULATIONS

Currently the NFPA requires protective gear to go through an advanced cleaning and inspection once a year. However, the organization recommends that fire departments clean gear as soon as possible after exposure to a fire, body fluids or hazardous materials to preserve the protective qualities of the gear.

To address the health risks and concerns associated with contaminated and soiled gear, the Fire Protection Research Foundation is working on a project to evaluate the current PPE cleaning processes and technologies to determine "How Clean is Clean." As part of this project, the organization is conducting research to understand the levels of chemical and biological contamination, and validate the cleaning procedures required to properly clean them. These findings will help evolve the NFPA requirements and develop industry standards to properly clean and decontaminate PPE.

There is no official industry criteria to reliably show that clothing is being adequately cleaned. The Fire Protection Research Foundation's project aims to establish clear and definitive guidelines for cleaning and decontamination procedures to effectively remove both chemical and biological contaminants. The overall goal of this project is to develop standards that can be implemented in all fire departments across the country to improve firefighter safety and health by reducing the long-term danger of continued exposure to harmful contaminants in unclean or inadequately cleaned PPE.

While this research is underway, firefighters can be proactive by learning more about the proper equipment and processing requirements to thoroughly clean PPE, and by implementing a regular cleaning program within their departments.



CHAPTER TWO:
THE RIGHT EQUIPMENT

If you are purchasing equipment for your firehouse, it's important to get the right machines that will properly and efficiently wash gear without causing any damage.

CHAPTER TWO: The Right Equipment

Due to the recent studies that outline the health risks for firefighters, many departments and firehouses are taking steps to ensure they have the right equipment and resources to clean their gear.

The most common challenge for laundering PPE is getting the gear clean without compromising the safety properties of the high-tech fibers. If you are considering purchasing equipment for your firehouse or department, it's important to get the right machines that will properly and efficiently wash gear without causing any damage. UniMac® laundry manufacturer's complete line of equipment employs a variety of methods to effectively clean the gear without compromising safety.



WASHER-EXTRACTORS

The NFPA has a number of requirements and recommendations to thoroughly wash turnout gear. These include:

- **Front Load Washer-Extractor:** The NFPA recommends a front load washing machine for cleaning PPE. A top load machine may reduce the service life of the protective garments due to damage caused by mechanical agitation. Additionally, the NFPA advises against cleaning gear in a home or public laundry to prevent contaminating others.
- **Water Temperature:** The NFPA recommends a **maximum water temperature of 105 degrees Fahrenheit**. If a temperature exceeds 105 degrees during the wash cycle, the gear may be damaged.
- **G-Force:** G-Force is the machine's extraction speed that is responsible for removing moisture. The higher the G-Force, the more water is removed, helping the load dry more quickly. A high G-Force may be a priority when laundering everyday clothes or linens, but due to the materials in the turnout gear, a low extraction speed is best and the **NFPA requires a maximum of 100 G-Force**. The **turnout gear is made up of three layers – the heat resistant fabric, moisture barrier and thermal layer**. The moisture barrier provides protection from chemicals and blood-borne pathogens and if the gear is put in a machine with anything more than 100 G-Force, there is a chance that water will push through the moisture barrier which could ruin the material, making it unable to meet safety standards.

CHAPTER TWO: The Right Equipment

- **Programmable Equipment:** Turnout gear is a specialty item, and therefore requires specialty wash programs. It's not as simple as throwing towels in a washing machine and pressing start. The cycle and rinse time need to be set to properly clean the gear and the cycle settings will change depending on the item being washed or the level of contamination. For example, there is a cycle specifically for gear that has been exposed to blood-borne pathogens. Additionally, advanced equipment with pre-programmed cycles eliminates any potential for human error of selecting the wrong cycle setting, resulting in a seamless wash. Your equipment distributor is an expert on the equipment and cleaning PPE, and can be a great resource if you have questions on your machine or washing your gear.
- **Chemical Supply System:** Just as there are specialty wash cycles required for the turnout gear, there are also specific chemicals needed. PPE requires a pH neutral cleaner and using the wrong cleaning solution would decrease the safety properties of the PPE. Departments need to decide if they want chemicals and detergent added manually to each load by the user, or if they want to use a chemical supply system to automatically add the chemical.
- **Chemical Dispensers:** Today's industry-leading equipment is able to easily communicate with an external chemical pump or chemical injector, which will insert the exact amount of cleaning chemicals in the wash process. Additionally, the technology will inject laundry chemicals below the water line to ensure proper dilution and keep gear safe. A representative from the chemical company can help with providing the chemical pump and the chemical injector programming, but your distributor is also available to share expertise on cleaning to ensure the PPE is thoroughly washed before it is returned to service.
- **Soap Box:** A soap box is an available option on a washer to manually add chemical during the wash cycle. The user will need to fill the correct amount of chemicals prior to starting the wash cycle or detergent can be added into the wash cylinder with the load.



Now that you know what type of washing machine and features are best for cleaning PPE, you'll need to determine the best size washer-extractor that will meet your firehouse's needs. Common washer-extractor capacities in firehouses range from 30 to 65 pounds because they can wash multiple people's gear at once. Larger capacities are available when needed.

CHAPTER TWO: The Right Equipment

The size of a washer-extractor's basket is an easy way to know how many pieces of gear will fit in one wash load and can be used to help you determine what your firehouse's equipment capacity needs may be. A rule of thumb is one cubic foot of a washer-extractor basket can accommodate one piece of gear. For example, a 30 pound washer-extractor has a basket of 4.1 cubic feet and can therefore accommodate four pieces in a proper wash cycle. A 45 pound washer-extractor has a basket of 7.3 cubic feet and can accommodate seven pieces of gear. A 60 pound washer-extractor has basket of 9.7 cubic feet and can accommodate 10 pieces. It's important to note that each "piece" is not the PPE in its entirety. The lining and shell need to be separated for a proper wash, and therefore a piece is either the lining or a shell. A single firefighter's bunker jacket and pants would be considered 4 pieces – as there is an outer shell and inner liner to each piece.

A laundry equipment distributor can be a very knowledgeable resource to help you determine the equipment that will best meet your needs.



DRYING CABINETS

Once the gear has gone through the proper wash cycle, next will come drying. Drying can also be a challenge for some firehouses, as traditional dryers run the risk of subjecting gear to too much heat or abrasion in order to get it back into service in a timely fashion.

Some firehouses will hang-dry their gear, but this can take a day or more for PPE to fully dry and the drying can sometimes be inconsistent. If hang-drying, it is best to keep clothing out of the direct sunlight, as the UV radiation can break down some of the fibers in the turnout gear. It is also critical that it fully dries before returning it to duty, as wearing damp gear can create steam burns if worn in a fire.

Another option that will expedite dry time and get gear back in service as quickly as possible is a drying cabinet. UniMac laundry manufacturer has been providing drying cabinets to the fire industry for more than half a century, and the newest model of the UniMac PPE Drying Cabinet offers preset programs ranging from 1.5 to 3 hours with very simple to operate controls. With a dual-sided airflow process, the dryer sends heated air around and inside the turnout gear for thorough drying at maximum speed and efficiency. The PPE Drying Cabinet also includes rack attachments to effectively dry boots, gloves and other items such as fire hose. Operating the equipment is as simple as selecting one of the five default pre-programmed settings and pressing start.

CHAPTER TWO: The Right Equipment

Having equipment on site is one of the best and quickest ways to ensure that PPE is properly cleaned and ready for service. When there is a washer and drying cabinet on site, the gear can be decontaminated and dried within five to six hours. However, when firehouses do not have access to equipment on site, there are resources available to clean and return gear in a timely matter. To help with this, many departments will turn to true industry experts to help – Independent Service Providers (ISPs).

INDEPENDENT SERVICE PROVIDERS

ISPs will provide an advanced and thorough cleaning of PPE and will return gear as quickly as possible. ISPs require certification, and have industry-leading equipment on site to wash protective clothing, as well as processes and technologies for laundering specialty items like boots and helmets.

Once the gear is cleaned, it will also go through a special inspection. ISPs will examine everything from head to toe – from the helmet to the jacket to the pants to the boots – in order to identify any damage or issues with the gear, so that ISPs are returning equipment that meets the requirements of the gear manufacturer.



EQUIPMENT TRAINING

Fire departments aren't alone when it comes learning how to properly program and use their equipment. Most UniMac distributors have been in the laundry industry for decades and have successfully worked with departments of all sizes to install equipment and help them establish standard cleaning procedures and processes to ensure that gear is properly and promptly cleaned after a major fire or incident. Once the equipment is installed, UniMac distributors and certified technicians are a valuable resource and there to support firehouses with any of their equipment needs following the installation.

UniMac laundry manufacturer's primary focus is the safety of firefighters. UniMac and its distributors are true industry experts when it comes to cleaning PPE. They work closely with firehouses and departments around the country to provide training to ensure that gear is properly cleaned to prevent long-term exposure to contaminated gear, damage during the wash process and compromised safety features due to an inadequate wash.

In addition to UniMac and its distributor network, leading ISPs support fire departments with implementing a NFPA 1851 care and maintenance program. Similar to distributors, they will visit fire stations to provide education on how to inspect gear, use equipment and establish cleaning standards.

By providing firefighters with resources and tools to implement comprehensive cleaning programs, UniMac laundry manufacturer and ISPs are working towards their ultimate goal of keeping firefighters safe.



CHAPTER THREE:
THE PROPER PROCESS

Firefighters need to follow all of the required steps in order to properly clean gear and ensure that nothing is damaged during the wash process.

CHAPTER THREE: The Proper Process

The processing techniques for washing PPE are very important. Firefighters need to follow all of the required steps in order to properly clean gear and ensure that nothing is damaged during the wash process.

Using the right equipment and following the required laundering processes will also help extend the life of the gear, which can be around \$2,000, as well as ensure that there is no loss of protection due to soiled gear. For example, dirty gear that has not undergone cleaning following service will not reflect heat as well and it will also affect light reflection visibility. The visibility of the reflective tape on the turnout gear is especially important when a firefighter is responding to an accident or incident near traffic.



LAUNDERING TIPS

Refer to these tips and processes each time you wash your gear:

- **Separate the Lining:** Just as it's recommended to separate lights and darks, it's important that you separate the outer shell of the turnout jacket from the lining. Outer shells should be washed together and the inner linings should be laundered together. There are different wash cycles to accommodate these different materials, as the outer shell will need to go through a heavier wash cycle. There are also specific procedures for washing each of these materials:

- Outer Lining

- Prior to washing the outer shell, pre-treat anything that is very dirty.
- Soak outer shells if necessary prior to washing. Consult with a chemical supplier for recommendations on proper ratios and procedures for soaking PPE.
- Securely close all buttons, snaps and Velcro prior to putting the outer layer in the washer-extractor.

- Inner Lining

- Turn the inner lining inside out to protect the moisture barrier prior to putting it in the washer-extractor.

CHAPTER THREE: The Proper Process

- **Cleaning Solutions:** The pH range for cleaning PPE should be 6.0 to 10.5. The detergents should also be safe for PPE and show effectiveness of removing soils and contaminants. **Bleach and other chlorinated solvents should not be used.** Fire departments should be cautious of chemical suppliers who offer several different products to perform the cleaning process; more chemicals are not always better.
- **Protective Gloves & Glasses:** When washing contaminated PPE and handling the wash chemicals, it's important to wear protective gloves and glasses to protect yourself from any splashing.
- **Wash Cycles:** At a minimum, **PPE should go through one complete cycle with at least two rinses.** If gear is heavily soiled it should go through a pre-wash setting to remove excess contaminants. Once PPE has completed the wash cycle, inspect the gear and rewash if necessary.



- **Specialty Items:** There are other items that firefighters wear into a fire that should also be cleaned after use. Cleaning processes for these items include:
 - **Hoods:** Hoods should be washed with the lining of the PPE.
 - **Helmets:** Helmets should be disassembled for cleaning. The helmet earflaps can be washed in a cycle with the outer shells. The helmet shell should be hand washed with a rag and mild detergent.
 - **Gloves:** Gloves should be pre-treated and hand washed. When washing, gloves should be filled with a mild detergent.
 - **Boots:** Boots should be pre-treated and hand washed. You can use a brush and mild detergent to gently scrub the boots. The boots should then be rinsed and hung upside down for drying.



ISOLATE AND CONTAIN

Before the laundering process officially begins, there are steps firefighters can take to remove excess debris or soot from PPE, as well as prevent continued exposure to carcinogens or chemicals on the turnout gear. This can be done through on-scene cleaning, a light washing of the PPE that takes place at the scene of the fire or incident to remove excess debris, soot or particles. On-scene cleaning includes brushing off dry particles, spot-cleaning with a wet rag or rinsing off debris with a low pressure hose.

Additionally, following the on-scene cleaning, firefighters should isolate and contain their contaminated gear. Current guidelines require firefighters to bag their gear if they have come into contact with blood or body fluids. This tactic is now being suggested for everyday cleaning procedures to reduce contaminating vehicles and other common areas following an incident. This helps contain harmful substances, as well as reduce the risk of contaminants absorbing into the firefighter's skin because he or she will promptly remove and bag the gear on the scene to isolate and contain it.

PEACE OF MIND

Having the right equipment and processes in place, whether the laundry is handled internally or outsourced, will provide a peace of mind and ensure that you and your department are doing everything possible to protect one another.

In addition to laundering PPE, there are steps all firefighters should take following a fire or incident that will help prevent and reduce health risks:

- Use a low pressure hose or a wet towel to remove as much soot as possible
- Change clothes and wash them immediately
- Thoroughly shower after a fire
- Avoid storing gear in the car, your home or living quarters
- Attend an annual physical examination with a doctor and encourage others to do the same



CONCLUSION

The ultimate goal of regular cleaning policies and procedures is that no firefighter will ever need to put contaminated gear back on their body.

CONCLUSION

The ultimate goal of developing and adhering to regular cleaning policies and procedures is that no firefighter will ever need to put contaminated gear back on his or her body.

As the Fire Protection Research Foundation continues its research and works with industry leaders, local governments and equipment manufacturers to develop guidelines and cleaning protocols, it's important for fire departments to stay up to date on the latest research and implement cleaning programs at their stations. As a result of the recent research, access to equipment grants and local funding opportunities are increasing, and the cost of the laundry equipment will seem minimal when you compare it to the health benefits it provides. Additionally, many equipment manufacturers, including UniMac®, offer financing programs specifically tailored to meet the unique needs of the fire industry to make paying for your equipment as easy as possible.

To learn more about the NFPA, visit www.nfpa.org. Additionally, a UniMac distributor is a valued expert when it comes to PPE cleaning and maintenance. To find a distributor near you visit www.UniMac.com.



FIRE AND LAUNDRY EXPERTS

The firefighters pictured in this eBook are real firemen and Alliance Laundry Systems employees. They are true laundry experts and are dedicated to educating the fire industry about the importance of regular and proper cleaning of PPE.



Bill Brooks
UniMac Sales Manager,
North America



Kyle Boeck
Tool and Die Apprentice



Tony Berton
Field Services Manager



Aaron Dollevoet
Electrical Project Designer
Engineering – Electrical



**MAXIMUM PERFORMANCE
IN TURNOUT GEAR CLEANING**

FIRE GEAR CLEANING SOLUTIONS





MUTUAL AID APPROACH WORKS FOR PPE CLEANING AS WELL

In the world of firefighting, departments are never alone. When called to a large event that challenges their ranks, they call for mutual aid and neighboring fire departments will respond. The team approach of mutual aid keeps all parties safe and helps a fire department accomplish its goal of protecting citizens and property.

When it comes to cleaning PPE and keeping your firefighters safe, UniMac brings the equipment, systems, training and a variety of other resources in answering your department's call for mutual aid.

We'll design a total solution to help your department meet NFPA 1851 standards for cleaning bunker gear and provide the required documentation of the actions.

Your firefighters are not experts in laundry. Thankfully, UniMac is. When you call for mutual aid, laundry expertise is just what we'll deliver.



THE TOTAL SOLUTION

Partnering with UniMac to help develop a gear-cleaning solution brings a host of advantages to your department. It also delivers peace of mind that only a laundry expert can provide.



INDUSTRY LEADER

UniMac not only maintains a prolific presence in the on-premises laundry industry, but we are a part of Alliance Laundry Systems – the global leader in commercial laundry...nobody else even comes close.

UniMac is fully invested in being part of the solution for cleaning gear and protecting firefighters; committing time and resources to the NFPA Research Foundation, multiple universities, and their research on “Enhanced cleaning to reduce firefighter exposure to carcinogens”, Verified Independent Service Providers Association (VISPA) and others.



INDUSTRIAL EQUIPMENT

We all know the firehouse is a demanding environment for equipment. UniMac's industrial washers and PPE drying cabinets are designed for high performance under punishing demands.

Laundry equipment should never be just a purchase, but rather a long-term investment. You'll have peace of mind that your department's investment will answer the call for years to come...and that promise is backed by industry-leading warranties.



RECORDKEEPING EASE

While the main mission of NFPA 1851 is keeping turnout gear in top condition to ensure firefighters' safety, the secondary goal is maintaining a record of all activities performed. UniMac has taken the lead here, as well, with its FireLinc system.

We built this recordkeeping system on a foundation of easy – requiring just a scan of PPE barcodes and a couple taps on a tablet. The system effortlessly records all the data points a department needs to log to stay in compliance with current guidelines.



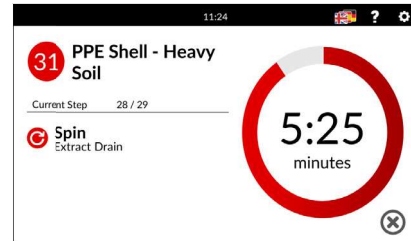
TRAINING LEADERSHIP

By building industry-leading online training and partnering with an Independent Service Provider for certification, UniMac has the most complete fire industry laundry solution.

No other laundry equipment manufacturer is as committed to the fire industry as UniMac. As NFPA 1851 guidelines evolve, you'll have a partner that keeps your department in full compliance and thoroughly supported beyond installation.

UW POCKET HARDMOUNT WASHER-EXTRACTORS

For the ultimate in cleaning and ease of use, the UW range of washer-extractors deliver. The UniLinc™ Touch control employs a graphical display and real words to ensure every member of the department selects the proper cycle, while OPTIspray™ offers next-level rinsing to force dangerous contaminants off the load and down the drain.



UNILINC™ TOUCH CONTROL

Intuitive Full Color Display

CUSTOM FIRE INDUSTRY CYCLES

Pre-Programmed Cycles

FIRELINC™ REPORTING

Flawless Record Keeping and NFPA 1851 Compliance

TEMPERATURE CONTROLLED FILL

for Safe and Effective Washing of PPE

100 G-FORCE SPIN SPEED

for Safe and Effective Washing of PPE

FASTEST CYCLE TIMES

Returning Your Gear to Service Quickly

INDUSTRIAL CONSTRUCTION

Built to Last with Constant Use

NFPA 1851 COMPLIANT

Bring Peace of Mind to Your Department

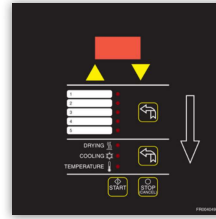
OPTIspray™

OPTIspray™ is a next-generation technology designed to force dangerous contaminants off of the load and down the drain. Just like a firefighter sprays off their gear, the spray rinse carries away dirt and chemicals and leaves less residue behind (22% less compared to the nearest competitor) – providing far superior rinse results, and fewer carcinogens left on gear.



FIREFIGHTER'S PPE DRYING CABINET

The Firefighter's Personal Protective Equipment (PPE) Drying Cabinet provides fire stations the means to effectively, efficiently and safely dry protective gear – returning gear back to service quickly.



FAST & SAFE DRYING

Returning Your Gear to Service Quickly

MICROPROCESSOR CONTROL

Manages Drying Time and Temperature

RECOMMENDED OUTSIDE VENTILATION

for Safe Removal of Residual Toxic Vapors

PRE-PROGRAMMED CYCLES

Five Default Drying Cycles

LARGE CAPACITY

6 Full Sets of Turnout Gear and 15 Boots/Gloves

FAST & SAFE DRYING

Returning Your Gear to Service Quickly

UNIQUE RACK DESIGN

for Maximum Water Removal



OPTIONAL UTILITY SHELF

Fast Drying of Other
Equipment Including
Fire Hoses

180° DOOR OPEN ANGLE

for Easy,
Unobstructed Access

NFPA 1851 COMPLIANT

Bring Peace of Mind
to Your Department

CLEANER GEAR. SPOTLESS DATA. ZERO HASSLE.

Utilizing recognized processes to properly clean gear is just half of the NFPA 1851 equation. A true solution includes flawless record-keeping.

UniMac's FireLinc™ system gives departments a high-power tool that makes record keeping as simple as a few button pushes and a scan of the PPE's bar code. Best of all, data is safely stored in the cloud and easily accessible from the app, ensuring your department always has a record that verifies staff is washing gear in accordance with established procedures.

FireLinc™



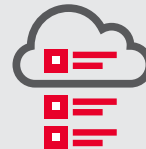
**SORT BY EQUIPMENT ID,
LOCATION AND WHO
COMPLETED WASH**



**SEE WHAT MACHINE – AND
WHICH CYCLE – WAS USED**

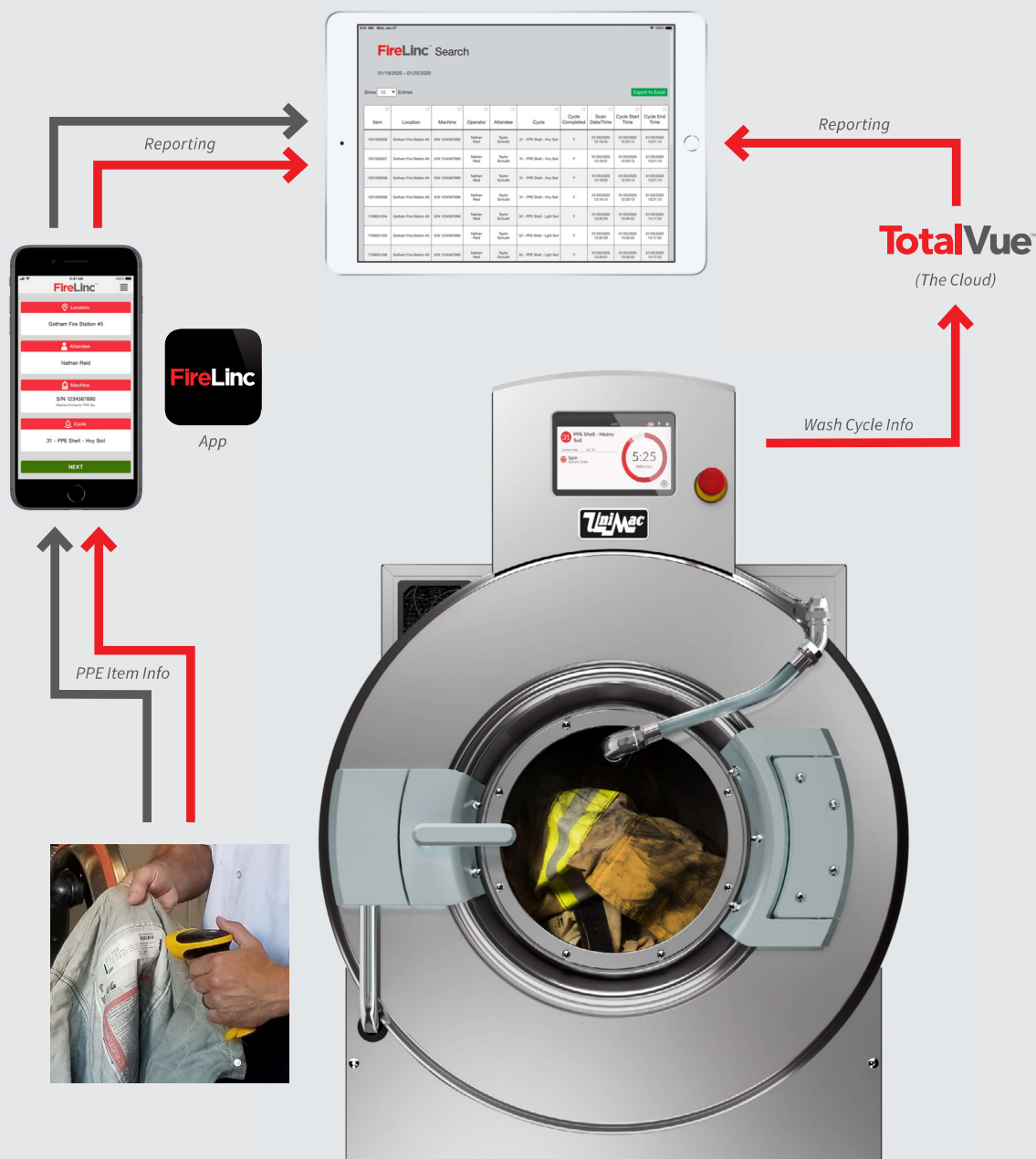


**EXPORT WASH HISTORY
TO SPREADSHEET FOR
EASY AUDITING**



**SYNC WITH YOUR
INVENTORY
TRACKING SYSTEM**

THE FIRELINC™ SYSTEM



➡ **BASIC:** This provides PPE data tracking only. This does not include washer data.

➡ **FULL:** This report includes the washer data needed to provide advanced cleaning record keeping for NFPA 1851.

A STRONG COURSE OF ACTION: INDUSTRY-LEADING TRAINING

When it comes to proper laundering of bunker gear, we are all probies and need some process guidance and on-the-job training. Nobody understands that more than UniMac. We want to ensure every member of your department becomes proficient in how to properly launder their PPE. That's where our online training and certification through an Independent Service Provider delivers the final component in our industry-leading full solution for departments.



**NFPA 1851
ONLINE TRAINING**



**INDEPENDENT SERVICE
PROVIDER (ISP) TRAINING
CERTIFICATION**



**COMPLIMENTARY TRAINING
AVAILABLE FOR EVERYONE
IN THE FIREHOUSE**



**MOST COMPLETE
LAUNDRY SOLUTION FOR
THE FIRE INDUSTRY**

NFPA 1851 Certification valued at \$250



UNIMAC® WILL ANSWER THE CALL TODAY...TOMORROW... INTO THE FUTURE

You've assembled a firefighting team that's built on trust. Each member of the department is trusted to serve and protect not only your citizens, but their fellow firefighters. That's the bond all in the fire service share.

UniMac stands equally ready to protect your department with equipment, systems, training and a variety of other resources to deliver PPE that's not just cleaned to NFPA 1851 standards, but also with the required documentation.

Nobody is as fully invested as UniMac with the resources, processes and experience to help your department comply with NFPA 1851 standards.

TO LEARN MORE OR TO FIND A DISTRIBUTOR IN YOUR AREA, VISIT UNIMAC.COM
ALLIANCE LAUNDRY SYSTEMS - SHEPARD ST, RIPON, WI 54971 - 1.800.587.5458

Consult your UniMac distributor for details. For the most accurate information, the installation guide should be used for all design and construction purposes. Due to continuous product improvements, design and specifications subject to change without notice. The quality management systems at Alliance Laundry Systems are registered to ISO 9001.



Maximum Performance



**SPEED AND POWER.
SERIOUS RESULTS.**

UNIMAC.COM

UY SERIES SOFTMOUNT WASHER-EXTRACTORS 20-70 LB

UY SERIES SOFTMOUNT 20-70 LB WASHER-EXTRACTORS

As the leading manufacturer of on-premises laundry equipment, UniMac® offers more than 7 decades of incomparable quality and long-lasting performance. Our UY series is built with unyielding construction to ensure industrial strength. Our cutting-edge innovations and technologies reduce costs and maximize throughput. And we're constantly improving. It's all part of our commitment to providing the lowest cost of ownership in the industry.



LOWER YOUR COSTS WITH UNIMAC

- Faster extraction technology spins up to 400 G-Force to remove more water during each load, resulting in shorter drying times and lower energy bills.
- Innovative ECO Technology washing programs and unique product design features greatly reduce water costs.
- Laundry Management System (LMS), powered by the PROform Control, gives you complete control of machine setup and wash program updates. With location management, maintenance data and alarms via email – monitoring your laundry and maximizing productivity have never been easier.



OUR COMMITMENT TO ON-PREMISES LAUNDRY

Our customers are the direct focus of every product we manufacture and every decision we make. We make sure every piece of UniMac equipment comes with peace of mind and the support you need to help your business succeed. We are with you every step of the way with:

- Support from a worldwide network of distributors and a team of trained technicians.
- Service-parts availability.
- Service-training certification for distributors through Alliance Laundry Systems University.



Proudly based in Ripon, Wisconsin, USA, UniMac is dedicated to research, development and testing to provide equipment that delivers industrial strength and long-lasting quality. Our products undergo a 5-stage product-development process and are pushed beyond their limits in our state-of-the-art test lab to ensure they exceed the toughest demands of the commercial environment and meet our customers' highest standards.

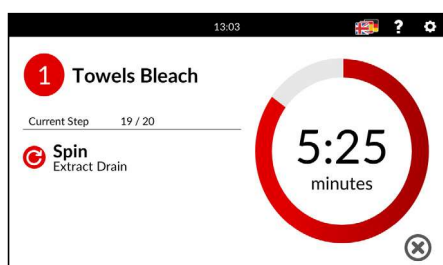
FLEXIBLE INSTALLATION

UniMac softmount washer-extractors not only save on utility costs, but on installation time and costs as well. The freestanding design installs quickly with same-day operation. These machines are the perfect choice for second-floor laundries or other installations where a concrete floor isn't an option. Heavy-duty coil springs eliminate the need for special foundations, and strategically placed shock absorbers result in a tuned suspension system that absorbs out-of-balance load vibrations.

UniLinc™ Touch

BUILT ON QUALITY, it's time to experience the simplicity, flexibility and intelligence our premium control can bring to the laundry room.

- Bright, capacitive touch screen with clear cycle navigation
- 34 language options enabling staff members to navigate with their first language
- Streamline throughput with an easy-to-read main screen cycle countdown timer
- Delayed start allows maximum efficiency with the option to prep a load and set it to run later
- Seamless user experience with control continuity from the washer-extractor to the tumble dryer
- Set-up, programming and troubleshooting is simplified with easy-to-follow instructions
- Diagnostics and machine audit data identify and resolve errors faster



UY SERIES AT A GLANCE

- 99 programming options
- Sleek, modern design
- High-quality, stainless steel front, top and side panels
- Stainless-steel inner drum and tub
- Unique drum increases mechanical action for better washing results and optimized water extraction
- Large drain valve for increased throughput
- High-capacity water inlets for fast fill
- Easy-to-use, four-compartment dispenser
- Eight liquid chemical connections
- 13 chemical ports of various sizes, including 1/2" manifold flush connections
- Large door opening for easy loading and unloading
- Ozone-compatible design
- Easy control access – no need to remove top panel
- Durable micro-v belt for long life

INDUSTRY-LEADING DURABILITY

Our softmount washer-extractors are manufactured with unyielding construction and industrial strength. They're designed with high-quality stainless steel front, top and side panels and embossed side panels for increased strength and durability. The formed steel frame is engineered with robust technology for added strength. And a modular bearing housing design ensures the equipment is long lasting and easy to service. This product also offers an inverter drive system that delivers low energy use, higher torque, high extraction speed, lower noise of below 65 dBA (one of the best on the market) and less imbalance.



UY SERIES SOFTMOUNT WASHER-EXTRACTORS 20-70 LB

SPECIFICATIONS	UY20	UY25	UY30	UY40	UY55	UY70
Control	UniLinc™ Touch	UniLinc™ Touch	UniLinc™ Touch	UniLinc™ Touch	UniLinc™ Touch	UniLinc™ Touch
Capacity - lb (kg)	20 (8)	25 (11)	30 (14)	40 (18)	55 (24)	70 (31)
Dimensions	-	-	-	-	-	-
Width - in (mm)	27 15/16 (710)	31 5/16 (795)	31 5/16 (795)	38 3/16 (970)	38 3/16 (970)	38 3/16 (970)
Depth - in (mm)	30 7/10 (780)	30 9/10 (785)	36 4/5 (935)	37 4/5 (960)	43 1/10 (1095)	46 1/5 (1175)
Height - in (mm)	44 7/10 (1135)	49 (1245)	49 (1245)	56 3/10 (1430)	56 3/10 (1430)	56 3/10 (1430)
Cylinder Diameter - in (mm)	20 7/8 (530)	24 3/8 (620)	24 3/8 (620)	29 1/2 (750)	29 1/2 (750)	29 1/2 (750)
Cylinder Depth - in (mm)	13 3/4 (350)	13 3/4 (350)	17 3/4 (450)	16 (410)	21 1/2 (545)	24 1/2 (620)
Cylinder Volume - cu. ft. (liters)	2.6 (75)	3.7 (105)	4.8 (135)	6.4 (180)	8.5 (240)	9.9 (280)
Door Opening Size - in (mm)	13 (330)	16 1/8 (410)	16 1/8 (410)	18 1/8 (460)	18 1/8 (460)	18 1/8 (460)
Door Bottom to Floor - in (mm)	13 3/4 (349)	13 1/2 (342)	13 1/2 (342)	18 3/4 (477)	18 3/4 (477)	18 3/4 (477)
Wash Speed - RPM	49	49	49	42	42	42
Extract Speed - RPM	1165	1075	1075	980	980	915
Extract G-Force	400	400	400	400	400	350
Water Inlet Conn. - in (mm)	2 x 3/4 (19)	2 x 3/4 (19)	2 x 3/4 (19)	2 x 3/4 (19)	2 x 3/4 (19)	2 x 3/4 (19)
Steam Inlet Conn. - in (mm)	1/2 (13)	1/2 (13)	1/2 (13)	1/2 (13)	1/2 (13)	1/2 (13)
Drain Conn. Size - in (mm)	3 (76)	3 (76)	3 (76)	3 (76)	3 (76)	3 (76)
Motor Size - HP (kW)	1.00 (0.75)	1.48 (1.10)	2.01 (1.50)	2.95 (2.20)	4.02 (3.00)	4.02 (3.00)
Voltage/Hz/Phase Circuit	200-240V/50-60Hz/1ph 440-480V/50-60Hz/3ph	200-240V/50-60Hz/1ph 440-480V/50-60Hz/3ph	200-240V/50-60Hz/1ph 440-480V/50-60Hz/3ph	200-240V/50-60Hz/1ph 440-480V/50-60Hz/3ph	200-240V/50-60Hz/1ph 440-480V/50-60Hz/3ph	200-240V/50-60Hz/1ph 440-480V/50-60Hz/3ph
Shipping Dimensions	-	-	-	-	-	-
Height - in (mm)	49 (1245)	52 15/16 (1345)	52 15/16 (1345)	61 (1550)	61 (1550)	61 (1550)
Width - in (mm)	29 1/2 (750)	32 7/8 (835)	32 7/8 (835)	40 3/8 (1025)	40 3/8 (1025)	40 3/8 (1025)
Depth - in (mm)	33 1/16 (840)	33 1/16 (840)	38 3/4 (985)	40 (1015)	45 1/4 (1150)	48 1/4 (1225)
Net Weight - lb (kg)	408 (185)	463 (210)	563 (255)	838 (380)	948 (430)	1092 (495)
Shipping Weight - lb (kg)	441 (200)	518 (235)	606 (275)	871 (395)	992 (450)	1135 (515)
Agency Approvals	UL	UL	UL	UL	UL	UL

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For the most accurate information, the installation guide should be used for all design and construction purposes.
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The quality management systems at Alliance Laundry Systems are registered to ISO 9001.



Eagle Star Equipment

2329 Alger Drive
Troy, MI 48083
(800) 482-3400

Quote

Date	Quote #
6/12/2023	13539

Name / Address
LIVONIA FIRE DEPARTMENT 14910 FARMINGTON RD. LIVONIA, MI 48154

Ship To

Customer ID	Payment Terms	Sales Rep
LIVFILIV	Due on receipt	JLB

Qty	Item	Description	Cost	Total
5	CONEH030L110211100	CONTINENTAL EH030L, 4.4 CU.FT. 30LB SOFT MOUNT WASHER/EXTRACTOR W/LOGI CONTROL, GRAVITY DRAIN, TOP DISPENSER, EXTERNAL DOSING WITH 4 CHEMICAL SIGNALS, 208-240/60/1	13,783.00	68,915.00
1	FREIGHT	FREIGHT FROM FACTORY (ESTIMATED)	1,500.00	1,500.00
	DISCOUNT SALES		-21,420.00	-21,420.00
		3 YEAR PARTS AND 5 YEAR BEARING/SEALS MANUFACTURING DEFECT WARRANTY ON THE E-SERIES EH030 MODELS		
		EAGLE STAR EQUIPMENT WILL GIVE A 90-DAY LABOR WARRANTY.		
		LABOR AFTER THE 90 DAYS AND SHIPPING CHARGES ARE NOT INCLUDED FOR WARRANTY PARTS		

NOTES PRICE DOES NOT INCLUDE CARTAGE OR INSTALLATION	Subtotal	\$48,995.00
	Sales Tax (6.0%)	\$0.00
	Total	\$48,995.00

PRICING VALID FOR 30 days



CITY OF LIVONIA – REQUEST FOR BID
WASHER – EXTRACTORS FOR THE FIRE DEPARTMENT

The City of Livonia Michigan will receive sealed bids via the MITN WEBSITE ONLY (www.mitn.info) for COMMERCIAL WASHER-EXTRACTORS FOR THE FIRE DEPARTMENT, according to the specifications herein. No substitutes or alternates will be accepted. Sealed bids will be received until 2:00 p.m., on SEPTEMBER 19, 2023. No faxed bids will be accepted. No late bids will be accepted. No physical bids will be accepted. All bid responses must be submitted in Adobe Acrobat PDF format via the MITN website. **BIDS MUST BE SUBMITTED ON CITY OF LIVONIA FORMS.**

Bids received via the MITN website by the specified due date and time will be publicly opened at the due date and time via Zoom. Vendors may attend the bid opening virtually by using the following credentials:

By Computer: <https://us02web.zoom.us/j/82294127641>

Meeting ID: 850 7925 4276 Passcode: 496174

By Phone: (312) 626-6799 Webinar ID: 822 9412 7641 Passcode: 496174

The City reserves the right to reject in or in part any and all bids received, to waive any irregularities or informalities or both; as it is determined to be in the best interests of the City of Livonia to do so.

The City of Livonia officially distributes bid documents through the Michigan Intergovernmental Trade Network (BidNet). **Bid documents obtained from any other source are not considered official copies.** The City of Livonia cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those firms who obtain the RFB documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.

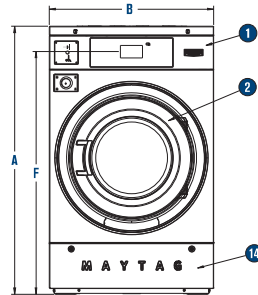
QUESTIONS:

Questions regarding the Request for Bid must be submitted **in writing** to the attention of Enna A. Bachelor, Purchasing Manager, via email at: ebachelor@livonia.gov. All questions received by 3:00 P.M. on SEPTEMBER 14, 2023 will be responded to in writing in the form of an addendum which will be posted on the MITN website. No phone calls will be accepted. All inquiries regarding this solicitation shall be submitted to the Purchasing Manager.

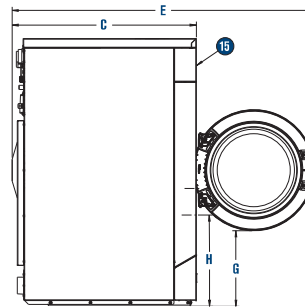
RIGID-MOUNT SPECIFICATIONS



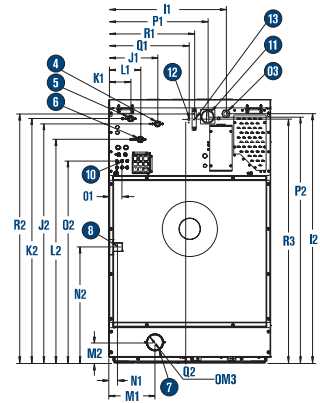
MYR55PD Shown



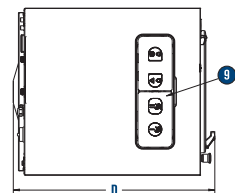
FRONT ELEVATION



SIDE ELEVATION



BACK ELEVATION



TOP ELEVATION

DIAGRAM KEY

- | | | | | |
|-----------------------|---------------|--------------------|-----------------------------------|---------------------------|
| 1 Control Console | 4 Hot Water | 7 Drain | 10 Automatic Liquid Soap Manifold | 13 Fuses |
| 2 Loading Door | 5 Cold Water | 8 Steam Connection | 11 Electric Disconnect | 14 Toe Panel |
| 3 Electric Connection | 6 Third Water | 9 Soap Dispenser | 12 USB | 15 Payment Mech. Location |

		A	B	C	D	E	F	G	H	I	J	K	L	L1	L2	M1	M2	OM3	N1	N2	Q1	Q2	P1	P2	Q1	Q2	R1	R2	R3		
20R	MM	1112	660	686	772	1159	994	356	425	451	1045	225	1000	101	1023	146	927	168	95	70	N/A	N/A	60	826	368	1032	280	1019	305	1054	1019
	INCH	43 1/4	26	27	30 3/8	45 5/8	39 1/8	14	16 3/4	17 3/4	41 1/8	8 7/8	39 3/8	4	40 1/4	5 3/4	36 1/2	6 5/8	3 3/4	2 3/4	N/A	N/A	2 3/4	32 1/2	14 1/2	40 5/8	11	40 5/8	12	41 1/2	40 5/8
25R	MM	1222	750	724	791	1264	1108	346	419	543	1156	225	1108	101	1133	146	1035	213	95	70	N/A	N/A	70	937	458	1140	371	1130	394	1155	1130
	INCH	48 1/8	29 1/2	28 1/2	31 1/8	49 3/4	43 3/8	13 3/8	16 1/2	21 3/8	45 1/2	8 7/8	43 3/8	4	44 3/8	5 3/4	40 3/4	8 3/8	3 3/4	2 3/4	N/A	N/A	2 3/4	36 1/8	18	44 7/8	14 3/8	44 1/2	15 1/2	45 1/2	44 1/2
30R	MM	1222	750	841	905	1378	1108	346	419	543	1156	225	1108	101	1133	146	1035	213	95	70	N/A	N/A	70	937	458	1140	371	1130	394	1155	1130
	INCH	48 1/8	29 1/2	33 1/8	35 5/8	54 1/4	43 3/8	13 3/8	16 1/2	21 3/8	45 1/2	8 7/8	43 3/8	4	44 3/8	5 3/4	40 3/4	8 3/8	3 3/4	2 3/4	N/A	N/A	2 3/4	36 1/8	18	44 7/8	14 3/8	44 1/2	15 1/2	45 1/2	44 1/2
40R	MM	1410	889	883	946	1470	1289	467	537	578	1343	289	1244	175	1321	175	1224	283	133	70	45	534	70	1095	492	1330	406	1317	429	1343	1318
	INCH	55 1/2	35	34 3/4	37 1/8	57 7/8	50 3/4	18 3/8	21 1/8	22 3/4	52 1/8	11 3/8	49	6 7/8	52	6 7/8	48 3/8	11 1/8	5 1/4	2 3/4	1 3/4	21	2 3/4	43 3/8	19 3/8	52 1/8	16	51 1/8	16 1/8	52 1/8	51 1/8
55R	MM	1410	889	1019	1083	1607	1289	467	537	578	1343	289	1244	175	1321	175	1224	283	133	70	45	534	70	1095	492	1330	406	1317	429	1343	1318
	INCH	55 1/2	35	40 1/8	42 3/8	63 3/4	50 3/4	18 3/8	21 1/8	22 3/4	52 1/8	11 3/8	49	6 7/8	52	6 7/8	48 3/8	11 1/8	5 1/4	2 3/4	1 3/4	21	2 3/4	43 3/8	19 3/8	52 3/8	16	51 1/8	16 1/8	52 1/8	51 1/8
65R	MM	1410	889	1092	1156	1680	1289	467	537	578	1343	289	1244	175	1321	175	1224	283	133	70	45	534	70	1095	492	1330	406	1317	429	1343	1318
	INCH	55 1/2	35	43	45 1/2	66 1/8	50 3/4	18 3/8	21 1/8	22 3/4	52 1/8	11 3/8	49	6 7/8	52	6 7/8	48 3/8	11 1/8	5 1/4	2 3/4	1 3/4	21	2 3/4	43 3/8	19 3/8	52 3/8	16	51 1/8	16 1/8	52 1/8	51 1/8



Five-Year Limited Warranty on Parts (Parts Only – Labor Not Included). For the first five years from the original date of purchase, when this commercial appliance is installed, operated, and maintained according to the instructions attached to or furnished with the product, Maytag® Commercial Laundry brand of Whirlpool Corporation (hereafter “Maytag”) will pay for factory-specified replacement parts to correct defects in materials or workmanship that existed when this commercial appliance was purchased. This limited warranty does not include labor.

Sixth- Through Tenth-Year Limited Warranty (Certain Component Parts Only). In the Sixth through Tenth years from the date of original purchase, when this commercial appliance is installed, operated, and maintained according to instructions attached to or furnished with the product, Maytag will pay for factory-specified replacement parts for the following components to correct non-cosmetic defects in materials or workmanship in the parts that prevent function of the product and that existed when this commercial appliance was purchased. This is a limited 10-year warranty on the named parts only and does not include labor: outer shell, drum and shaft assembly, inner welded frame, and bearings and seals.

Visit maytagcommerciallaundry.com for warranty details.

RIGID-MOUNT SPECIFICATIONS

MODEL	MYR20PD	MYR25PD	MYR30PD	MYR40PD	MYR55PD	MYR65PD
MOTOR						
Size — HP	0.5	0.75	1.0	1.5	2.0	2.0
CAPACITY						
Cylinder Volume — cu. ft. (liters)	2.58 (73)	3.55 (101)	4.61 (131)	6.04 (171)	8.14 (230)	9.25 (262)
Cylinder Diameter — in. (mm)	20.9 (530)	24.4 (620)	24.4 (620)	29.5 (750)	29.5 (750)	29.5 (750)
Cylinder Depth — in. (mm)	13.9 (352)	13.9 (352)	17.9 (454)	16.2 (411)	21.6 (548)	24.4 (621)
Dry Load Capacity — lb. (kg)	20 (9)	25 (11)	30 (14)	40 (18)	55 (25)	65 (30)
EXTRACT FORCE						
Maximum Extract Force (G-force)	200	200	200	200	200	200
CONNECTIVITY						
USB Programmability	Yes	Yes	Yes	Yes	Yes	Yes
Maytag Connect 360™ Technology* Ready	Yes	Yes	Yes	Yes	Yes	Yes
DIMENSIONS						
Depth — in. (mm)	27 (686)	28.5 (724)	33.1 (841)	34.8 (883)	40.1 (1,019)	43 (1092)
Width — in. (mm)	26 (660)	29.5 (750)	29.5 (750)	35.0 (890)	35.0 (890)	35.0 (890)
Height — in. (mm)	43.8 (1,112)	48.1 (1,222)	48.1 (1,222)	55.5 (1,410)	55.5 (1,410)	55.5 (1,410)
Door Opening — in. (mm)	12.9 (328)	16.1 (410)	16.1 (410)	18.1 (459)	18.1 (459)	18.1 (459)
CRATED DIMENSIONS						
Width — in. (mm)	27.8 (705)	31.5 (800)	31.5 (800)	37.0 (940)	37.0 (940)	37.0 (940)
Depth — in. (mm)	33.1 (841)	34.6 (880)	39.0 (991)	40.5 (1,029)	46.0 (1,169)	48.9 (1,242)
Height — in. (mm)	50.0 (1,270)	54.4 (1,381)	54.4 (1,381)	61.4 (1,560)	61.4 (1,560)	61.4 (1,560)
APPROXIMATE WEIGHT						
Uncrated — lb. (kg)	334 (151)	447 (203)	489 (222)	688 (312)	731 (332)	764 (347)
Crated — lb. (kg)	365 (166)	480 (218)	523 (237)	724 (328)	769 (349)	802 (364)
LOADING QUANTITY						
Full Truck (53' / 48')	63 / 57	56 / 50	48 / 42	34 / 30	34 / 30	34 / 30
40' HC Container	45	30	30	24	24	21
20' Container	22	14	14	12	12	10
ELECTRICAL CONNECTION OPTIONS (VOLTS / Hz / PHASE)						
W = 120 / 60 / 1 (no electrical heating)	Yes	Yes	Yes	No	No	No
T = 208 – 240 / 50 – 60 / 1 (no electrical heating)	Yes	Yes	Yes	Yes	Yes	Yes
S = 220 – 240 / 50 – 60 / 1 (no electrical heating)	Yes	Yes	Yes	Yes	Yes	Yes
V = 208 – 240 / 50 – 60 / 3	Yes	Yes	Yes	Yes	Yes	Yes
N = 380 – 415 / 50 – 60 / 3	Yes	Yes	Yes	Yes	Yes	Yes
R = 440 – 480 / 50 – 60 / 3	Yes	Yes	Yes	Yes	Yes	Yes
WATER HEATING OPTIONS						
Hot/Cold Water Connections Only	Yes	Yes	Yes	Yes	Yes	Yes
Electrical Heating (size of heating elements, kW)	Yes (8)	Yes (8)	Yes (12)	Yes (16)	Yes (18)	Yes (18)
Electrical Heating, Optional Alternate Heating Element size- kW	12	12	8	N/A	N/A	N/A
Steam Kit Option	No	No	No	Yes	Yes	Yes
WATER, CHEMICAL DISPENSING, DRAINS						
Number of Water Inlets	2	2	2	2	2	2
Optional Third Water Inlet	Yes	Yes	Yes	Yes	Yes	Yes
Inlet Sizes — in. (mm)	1/2 (13)	1/2 (13)	1/2 (13)	1/2 (13)	1/2 (13)	3/4 (19)
Operating Pressure — PSI (bar)	20-120 (1-8)	20-120 (1-8)	20-120 (1-8)	20-120 (1-8)	20-120 (1-8)	20-120 (1-8)
Number of Dispenser Compartments	4	4	4	4	4	4
External Chemical Connections, Number	10	10	10	10	10	10
Dump Valve Drain, Size in. (mm)	Yes, 3 (76)	Yes, 3 (76)	Yes, 3 (76)	Yes, 3 (76)	Yes, 3 (76)	Yes, 3 (76)
Second Dump Valve Drain Option	No	No	No	No	Yes	Yes
Drain Pump Option	Yes	Yes	Yes	Yes	No	No
SOUND PRESSURE – dbA						
	<70	<70	<70	<70	<70	<70

*WiFi required. Features subject to change. Details and privacy info at connect360.maytag.com.

See specific instructions for proper installation. Because of continuous product improvement, Maytag reserves the right to change specifications without notice.

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MY180085 Rev 1/2019

REMINDERS TO BIDDERS

1. EXAMINATION OF BID DOCUMENT-Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.
2. PREPARATION OF BID-The bid shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.
3. EXPLANATION TO BIDDERS-Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bid and attachments must be requested in writing, and with sufficient time allowed for a reply to reach all prospective bidders before. The submission of their bid. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, Oral explanation or instructions given prior to the opening will not be binding.
5. CASH DISCOUNTS-Discounts offered for payment within less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.
6. WITHDRAWAL OF BIDS-Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid. No bid may be withdrawn for at least 60 days after bid opening.
7. ALTERNATE BIDS-Bidders are cautioned that any alternate bid, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this RFP may be considered nonresponsive.
8. LATE BIDS-Any bid received **after** the exact time specified for receipt, will not be considered.

The owner may at any time, by written notice to the contractor, terminate this contract and the contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.

NOTE:

- 1. City - based firms shall have preference per local bidder preference ordinance, Livonia Code of Ordinances Section 3. 04. 140E.
- 2. Final payment will not be made until final acceptance of work performed has been granted by the City of Livonia.

LIVONIA CODE OF ORDINANCES 3.04.140.F

F. Bids from City-Based Firms.

1. In comparing bids, the bid of any city-based firm may be deemed a better bid than the bid of any competing firm which is not city-based, whenever the bid of such competing firm shall be less than three (3) percent lower than the bid of the city-based firm on any contract bid in an amount of two hundred thousand dollars (\$200,000.00) or less, and less than one (1) percent lower on any amount bid in excess thereof. The foregoing percentages shall each be deemed to apply to the city-based bid and, as the case may be, to the full and complete amount of the contract bid, e.g., the equalization credit of one (1) percent would apply to the full contract amount bid, and not merely to the amount in excess of two hundred thousand dollars (\$200,000.00). The firm making the lowest bid thus evaluated shall be deemed the lowest bidder. No contract hereafter awarded by reason of an equalization percentage credit shall be sublet to any subcontractor which is not a city-based firm. Any bidder who claims entitlement to an equalization percentage credit shall agree to make available to the city the records necessary to establish eligibility. [Section 3.04.140\(E\)](#) shall not apply to contracts authorized pursuant to [Section 3.04.140\(D\)](#).
2. "City-based firm" means a firm which is located within the city and which has made payment of commercial, office, manufacturing or research and engineering property taxes on real or personal property for at least one (1) calendar year.

https://library.municode.com/mi/livonia/codes/code_of_ordinances?nodeId=CO_TIT3REFI_CH3.04FIPR_3.04.140BIQUEQWHROUAU

CITY OF LIVONIA REQUEST FOR QUOTE
WASHER-EXTRACTORS

Submitted by: A.L.L./Lakeside Laundry Service

The undersigned, by the submission of this proposal, represents that he is familiar with and has determined for himself the nature and extent of the proposal work and the conditions under which it must be performed and completed, and agrees that he will contract with the City of Livonia to furnish at and for the following monies all materials, labor, equipment, insurance, permits, supervision and all other things necessary or incidental to complete the entire work in accordance with the appended specifications, general conditions, and related contract documents. By the submission of this bid, the undersigned represents that he is familiar with and understands all of the above-referenced contract documents.

In accordance with the contract documents including the furnishing of all labor, material, equipment, permits, and insurance necessary to provide the following equipment:

WASHER-EXTRACTORS

ITEM	DESCRIPTION	QTY	COMPLETE FOR SUM OF:
1	WASHER-EXTRACTOR (NEW – UNUSED) Continental EH030L, 4.4 CU FT, 30LB Soft Mount Washer/Extractor with LOGI Control, gravity drain, top dispenser, external dosing with 4 chemical signals 208-240/60/1 Warranty: Parts___5 Years_ Labor_90 days ____ Lead Time <u>56</u> _____ days <i>Extractor must meet NFPA standards</i>	5	\$38,980 Spec Sheet accompanies this document. Model is MYR30PD
2	Removal and proper disposal of existing extractors at time of install of new equipment	5	
3	Shipping/Handling <i>Delivery shall be FOB Destination to all Fire Stations specified herein</i>		\$6,000

No substitutions will be accepted. Bidders must offer pricing on the product specified. Removal and disposal of existing equipment is required and shall be completed when new equipment is installed.

Pricing offered is valid until 12-19-2023

The undersigned has checked the bid figures carefully and understands that he shall be responsible for any error or omission in this bid offer and is in receipt of all addenda issued. Indicate addendum number to confirm receipt.

Addendum #_____ Addendum #_____ Addendum #_____

The undersigned agrees that, if the proposal made herein is accepted, he will satisfactorily perform and complete all of the work and meet all of the requirements and obligations imposed upon him by the contract including the plans, specifications and general conditions.

Also, the undersigned agrees that, if the above proposal is accepted, he will execute the contract and furnish the necessary proofs of insurance carriage within fifteen (15) calendar days from such acceptance.

In submitting this sealed bid, it is understood that the City of Livonia reserves the right to reject or accept any or all proposals in whole or in part and waive any irregularities or informalities therein. It is agreed that this bid may not be withdrawn for sixty (60) days from the opening thereof.

The contractor and his subcontractors 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 his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his sex or age, except when based on a bona fide occupational qualification, or because of his race, color, religion, national origin or ancestry (Act 251, P.A. 1955, as amended). The contractor further agrees that he 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 covenant may be regarded as a material breach of the 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.

Firm Name A.L.L./Lakeside Laundry Service 9-19-2023

Signature Michael Kovalesky Mike Kovalesky
(Person executing bid and official capacity) Regional Sales Executive

(Names of principal officers and designate official capacity)
(If partnership or assumed name, indicate names of owners)

Address 26851 Richmond Road

City/State/Zip Bedford Heights, OH 44146

Phone (216) 475-2040 FAX (216) 475-2624

Is extended warranty available for the equipment requested? ____ Yes ☒ No

If yes: Cost: \$ _____

CUSTOMER SERVICE NUMBER FOR REPAIRS & MAINTENANCE: ____ (800) 628-2588 X 1

Length of Extended Warranty (to commence at the end of the standard warranty period)

Can equipment installation be completed at all locations by November 30, 2023? ☒ X ☐ Y ☐ N

NOTE: Equipment will be installed at active, in-service fire stations. Equipment installation shall not disrupt or interfere with first responders or their duties. Fire Department personnel reserves the right to reschedule or temporarily suspend work if necessary without additional charges, fees, or penalties for completion of work when it is deemed appropriate.

DELIVERY REQUIREMENTS:

DELIVERY LOCATIONS

Fire Station	Address	Current Equipment	
1	14910 Farmington Rd, Livonia MI 48154	EH030L1102111000	141919113
3	35500 Seven Mile Rd, Livonia MI 48152	EHO30L1102111	1460749F08
4	12300 Middlebelt Rd, Livonia MI 48150	H2030PM11010	1251104H06
5	18910 Middlebelt Rd, Livonia MI 48152	H2030PM11010	1251103H06
6	37876 Plymouth Rd, Livonia MI 48150	H2030PM11010	1251106H06

Vendor shall provide 48 hour notice of delivery to contact person specified. Delivery shall be made Monday-Friday, 8:00 a.m. – 4:00 p.m. No weekend delivery will be accepted.

The contractor shall indemnify and hold harmless the City of Livonia and its employees from and against all claims, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

All quotes submitted shall include:

- Form of Proposal Form
- References
- Statement of Qualifications

**CONTACT PERSON WHO CAN RESPOND TO QUESTIONS REGARDING BID
SUBMISSION:**

Name Mike Kovalesky Title Regional Sales Executive

Phone No. (248) 744-6630 Email mikek@alllaundryservice.com

EXTRACTORS REFERENCE FORM

COMPANY NAME: A.L.L./Lakeside Laundry Serive

Reference Company Name: Solon Fire Department	
City/State: Solon, OH	
Summary of Work Performed:	
Dates of Work:	
Company Contact Person: Steve Shebeck	Title: Assistant Fire Chief
Phone Number: (440) 337-1481	Email: sshebeck@solonohio.org

Reference Company Name: City of Akron Fire Department	
City/State: Akron, OH	
Summary of Work Performed:	
Dates of Work:	
Company Contact Person: Bob Carillon	Title: Fire Maintainence Supervisor
Phone Number: (330) 812-7596	Email: rcarillon@akronohio.gov

Reference Company Name: City of Brooklyn	
City/State: Brooklyn, OH	
Summary of Work Performed:	
Dates of Work:	
Company Contact Person: Dawn Ford	Title: Building Department
Phone Number: (216) 635-4203	Email: dford@brooklynohio.gov

STATEMENT OF QUALIFICATIONS WASHER-EXTRACTORS

Respondents must answer all questions. If more space is needed to complete a question, attach a separate sheet.

Company Name: A.L.L./Lakeside Laundry Service

Address 26851 Richmond Road, Bedford Heights, OH 44146

Contact Person: Mike Kovalesky Title Regional Sales Executive

Phone No. (248) 744-6630 Email mikek@alllaundryservice.com

1. Number of years operating under your present name: 33

2. Number of years present owners have owned the company: 33

3. How many years of experience does your company have providing the equipment specified in the bid documents? 33 years

4. General nature of work performed by your company:

Provider of Commerical Laundry Equipment for businesses that need it

5. Have you performed work for the City of Livonia in the last ten (10) years? If so, please specify: NO

Year of Service	Department Served	Description of Services Provided

6. List the members of the team who will oversee the ordering and delivery process for the equipment specified and the roles they will perform.

Name	Title	Role	Years of Experience
Mike Kovalesky	Regional Sales Executive	Sales lead for Michigan orders equipment	2
Rex Anderson	Vice President	Coordinate Fianancing, delivery, installion	7
Howard Shear	CEO	Oversees all Projects	33

7. What challenges to you foresee?

Type text here Will need at least two to three days for delivery installation

8.What is included in your base price for services? What services will incur additional fees:

Equipment, warranty, delivery, installion (which includes removal of old equipment), 90 days labor. Additional fees can occur after warranties expire (parts/labor).

9.Provide Phone Numbers for Customer contact during normal business hours. Provide phone number for 24-hour contact by City of Livonia personnel.

Company Phone No.: (216) 475 -2040

24-Hour Phone No.: 800-628-5588

10. Hours of Operation

DAYS	BUSINESS HOURS
Monday – Friday	8:00 am to 5:00 pm
Saturday	Closed
Sunday	Closed
Holidays	Closed

11. Is the vendor willing to extend pricing offered to the City of Livonia to other municipalities in the Michigan Inter-Governmental Trade Network as long as current pricing remains valid as stated in the bid documents:

x Yes No

Authorized Signature Michael Kovalesky Date 9/19/2023

Print Name Michael Kovalesky Title Regional Sales Executive

COMPANY NAME: A.L.L./Lakeside Laundry Service

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

Rex Anderson
SECTION

TOPIC

1. Contract Documents
2. Definitions
3. Intent of the Contract Documents
4. Contract Drawings and Specifications
5. Shop Drawings
6. Soil Conditions
7. "Or Equal" Clause
8. Patents and Infringements
9. Superintendence
10. Workers
11. Subcontracting
12. Director's Status
13. Inspector's Status
14. Inspection
15. Protection of Work
16. Accident Protection
17. Working Space
18. Use of the Site
19. Order of Completion – Use of Completed Portion
20. Permits, Surveys and Compliance With Laws
21. Laying Out Work
22. Survey Monuments

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

- 23. Sanitary Regulations
- 24. Report of Errors and Discrepancies
- 25. Estimated Quantities
- 26. Contractor's and Subcontractor's Insurance
- 27. Proof of Carriage of Insurance
- 28. Performance Bond
- 29. Labor and Materials Bond
- 30. Maintenance and Guarantee Bond
- 31. Forfeiture of Contract
- 32. Definition of Notice
- 33. Additional or Omitted Work – Payment
- 34. Deduction for Uncorrected Work
- 35. Time Limit of Contract
- 36. Extension of Time
- 37. Estimates and Payments
- 38. Fair Employment Practices Act

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

1. **Contract Documents** 00-625

The contract documents shall consist of the Notice to Bidder, Proposal, General Conditions, Specifications, Bonds, Plans, Drawings, Contract, and any additional documents which may be made a part of the contract.

2. **Definitions**

Certain terms, when used in the contract documents, shall be respectively defined as follows:

“City or Owner”	The City of Livonia.
“Contractor”	The person, firm or corporation to whom the within contract is awarded by the Owner and who is subject to the terms hereof.
“Subcontractor”	A person, firm or corporation, other than a Contractor, supplying labor and/or materials which contribute in any manner to performance of the within contract.
“Surety”	Any person, firm or corporation that has executed, as Surety, the Contractor’s bonds securing the performance of the within contract.
“Director”	The Director of Public Works of the City of Livonia or any of his designated representatives.

3. **Intent of the Contract Documents**

The respective contract documents are complementary, so that requirements of any particular document shall be applicable to all. The contract price, as such term is used in the contract documents, shall include the cost of all superintendence, labor and materials, and all other expense necessary for the proper execution of the work.

The specifications, schedules, plans and drawings herein referred to shall be taken together to explain each other and to make the whole consistent. Work shown on a plan and not mentioned in the specifications, or vice versa, shall be performed as if shown by both; and, in case of conflict, the Director will determine which will govern. In case of ambiguity in the plans or specifications, the Director will decide as to the correct interpretation thereof. Where errors or omissions are encountered in the contract documents, the applicable sections of the current edition of the Wayne County’s Road Commissioners General Specifications for Roads, Bridges, and Miscellaneous Construction shall prevail.

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

When not otherwise specifically defined in the contract documents, words therein which describe materials or work having a well-known technical or trade meaning, recognized by architects, engineers and the trade, shall be construed in accordance with such meaning.

4. Contract Drawings and Specifications

The contractor shall be held to have compared the premises with the contract drawings and specifications, prior to submitting a proposal, and to have fully informed himself as to the condition of the premises, existing structures, and any other condition affecting the carrying out of the work. No additional consideration or compensation will be allowed by reasons of obvious errors or omissions in the contract drawings or specifications.

Unless otherwise provided in the contract documents, the City will furnish the contractor, free of charge, copies of all contract drawings and specifications reasonably necessary to carry out the work.

All work shall strictly conform with the contract drawings and specifications, and the contractor shall not proceed without reference thereto.

Approved or conformed copies of the contract drawings and specifications shall be maintained at the work site by the contractor and be made available to the City at all times.

5. Shop Drawings

The contractor shall submit to the Director all shop or setting drawings and schedules required for the work, make any corrections therein required by the Director, and resubmit same without delay.

Approved or conformed copies of all shop or setting drawings shall be maintained at the work site by the contractor and be made available to the City at all times.

6. Soil Conditions

The contractor shall be held to have made his own determination of soil conditions on the premises, prior to submitting a proposal, and shall complete the work in whatever soil materials and under whatever conditions he may encounter or create, without additional cost to the owner. This shall apply whether or not borings are shown on the drawings.

7. "Or Equal" Clause

Whenever an article, material, or item of equipment is specified in any of the contract documents by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal," if not inserted, shall be implied.

The specified article, material, or equipment shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

construed in such a manner as to exclude manufacturers' products of comparable quality, design and efficiency. The contractor shall comply with requirements in the contract documents relative to the City's approval of materials and equipment before they are incorporated in the work.

8. Patents and Infringements

The contractor agrees to indemnify and save the City, its servants and agents, harmless against any and all claims for royalties or infringements of patent rights in respect to tools, appliances, equipment, processes, or systems of construction and materials made, furnished or used under this contract, and to defend at his own expense any and all suits at law or in equity which may be brought against the City, its servants or agents, for such claims; provided, however, that the City, its servants or agents, gives the contractor immediate notice in writing of the institution of such suit and authorizes him to defend the same, furnishing him with such reasonable assistance and available information as will enable him to so defend. The provisions of this paragraph shall be binding upon the parties hereto, notwithstanding anything to the contrary implied or expressed elsewhere in any of the contract documents.

9. Superintendence

The contractor shall give his personal superintendence to the work or have at the site of the work at all times a competent foreman, superintendent, or other representative who is satisfactory to the City and who has authority to act for the contractor.

10. Workers

The contractor shall employ only competent, efficient workers who are skilled in the work assigned to them and shall at all times enforce strict discipline and good order among his employees. Whenever the City shall notify the contractor, in writing, that in its opinion any worker so employed is careless, incompetent, disorderly, or otherwise unsatisfactory, such worker shall be relieved from the job and shall not again be employed thereon except with the written consent of the City.

11. Subcontracting

The contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this contract without the written consent of the City. If the contractor sublets any part of this contract, he shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of the persons they directly or indirectly employed, as he is for the acts and omissions of his own employees.

12. Director's Status

The Director shall have general supervision and direction of the work, and authority to stop such work whenever necessary to insure proper performance of this contract. He shall also have authority to reject all work and materials which do not conform with the

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

contract, to direct the application of forces to any portion of the work, as in his judgment is required, and to decide questions which arise in the course of such work.

13. Inspector's Status

The City may appoint on-the-job inspectors who shall be under the direction of the Director. Such inspectors will inform the Director as to the work progress, the manner in which it is being done, and the quality of materials being used. They will call the contractor's attention to any observed failure to follow the plans and specifications. They shall have the authority to reject materials or workmanship which are defective and to suspend the work until any questions concerning compliance with the contract can be referred to and decided by the Director; but they shall have no authority to direct the contractor's work or workers, to supervise the contractor's operations or to change the contract plans or specifications.

In no instance shall any action or omission on the part of an inspector release the contractor from his responsibility to complete the work in accordance with the plans and specifications.

14. Inspection

The City and its representatives shall at all times have access to the work wherever it is in preparation or progress, and the contractor shall provide proper facilities for such access and for inspection.

The City representative shall be provided all dates, times and locations of the work being performed.

The City shall have the right to reject materials and workmanship which are defective or to require their correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be promptly removed from the premises without charge to the City. If the contractor does not correct such condemned work and remove rejected materials within a reasonable time, fixed by written notice, the City may remove them and charge the expense to the contractor.

Should it be considered necessary or advisable by the City at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the contractor shall, on request, promptly furnish any necessary facilities, labor and materials. If such work is found to be defective in any material respect, due to the fault of the contractor, or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15%, shall be allowed the contractor.

15. Protection of Work

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the City's and adjacent property from injury arising in connection with this contract.

The work under this contract shall be at the risk of the contractor in every respect until finished and accepted by the City.

The contractor shall furnish and maintain necessary passageways, guard fences, lights and such other facilities and means of protection as may be needed.

16. **Accident Prevention**

Precaution shall be observed at all times for the protection of persons including employees and property. The safety provisions of applicable laws, as well as building and construction codes, shall be observed. Machinery and equipment shall be guarded, and all hazards guarded or eliminated, in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

Substantial barricades shall be erected as deemed necessary to prevent accidents to vehicular or pedestrian traffic, and safety orange flags by day and safety orange lights by night shall be diligently posted by the contractor at all points of possible danger. In case detours or other traffic instructions are necessary, suitable warning or direction devices shall be installed and maintained by the contractor.

Should the contractor fail to comply with any provisions of this contract, affecting the public welfare or safety, the City may, with or without notice, cause the necessary precaution to be taken and will deduct the cost of such work from any money due or to become due the contractor under this contract; but the performance of such work by the City, or at its direction, shall not release the contractor from his general or particular liability for the safety of persons or property.

17. **Working Space**

The contractor shall confine his equipment, apparatus, materials storage and operations to limits indicated by applicable laws, permits or directions of the City and shall not unnecessarily encumber the premises with his materials.

Should the contractor require space on privately owned property, he shall obtain such space at his own expense by agreement with the owner thereof.

18. **Use of Site**

In his operations, the contractor shall interfere as little as possible with traffic and shall in no case unduly obstruct traveled ways.

The contractor shall at no time interfere with surface or underground drainage. Free access shall be provided at all times to hydrants and water and gas valves.

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

The contractor shall enforce the City's instructions regarding signs, advertisements, fires and smoke.

19. Order of Completion – Use of Completion Portion

The contractor shall cooperate with the City, when reasonably possible, to complete any portion or portions of the work in such order of time as will be beneficial to the City without prejudice to the contractor's interests.

Use of a completion portion of the work by the City shall not be deemed as acceptance of the work so used or any part thereof.

20. Permits, Surveys and Compliance With Laws

The contractor shall secure and pay for all permits, fees and licenses (including such fees that may be assigned to the City of Livonia as permit holder) necessary for the performance of the work unless otherwise specifically provided in the contract documents.

The City shall furnish all surveys unless otherwise provided in like manner.

The contractor shall give all notices, pay all fees, and comply with all applicable laws, as well as rules and regulations bearing on the conduct of the work.

21. Laying Out Work

Principal reference lines or points and bench marks shall be given by the Director when he deems necessary; or he shall be given twenty-four (24) hours advance notice if the contractor requires such information.

The Director will set suitable stakes and marks showing the locations and elevations of the various parts of the work and will furnish the contractor with cut sheets referred to the reference points. No work shall be undertaken until such stakes and marks shall have been set. The contractor shall assure that the work at all times proceeds in accordance with the stakes and marks and shall provide all labor and materials to set required batter boards and locate the work accurately with respect to the reference points.

The contractor shall carefully preserve reference points and stakes; and, in case of willful or careless destruction thereof, he will be charged with the resulting expense and shall be responsible for any errors that may be caused by their loss or disturbance.

22. Survey Monuments

The contractor shall protect and preserve all land survey monuments or property corners along the line of his work. Where monuments or irons are unavoidably disturbed or removed due to operations under this contract, the contractor, at his own expense, shall employ the services of a registered land surveyor to establish, reset or replace such monuments or irons.

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

23. **Sanitary Regulations**

Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained in sanitary condition by the contractor; and their use shall be strictly regulated.

24. **Report of Errors and Discrepancies**

If, in the course of the work, the contractor finds any discrepancies between the plans and physical conditions encountered, or any errors or omissions in the plans or layout, it shall be his duty to immediately inform the Director in writing. Any work done after such discovery, until authorized by the Director, will be at the contractor's risk.

25. **Estimated Quantities**

The quantities of the various classes of work to be done and materials to be furnished under this contract, which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing on a uniform basis the bids offered for the work under this contract; and neither the City nor its agents are to be held responsible should any of the estimated quantities be found incorrect during the performance of the work; and the contractor shall make no claim for anticipated profit, nor for the loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered, and the estimated quantities as herein stated.

26. **Contractor's and Subcontractor's Insurance**

The contractor shall not commence work under this contract until he has obtained the insurance required under this paragraph, nor shall the contractor permit any subcontractor to commence work on his subcontract until he has obtained the insurance herein required.

- a. **Worker's Compensation Insurance.** The contractor shall procure and maintain during the life of this contract, Worker's Compensation Insurance for all of his employees who engage in the work to be performed; and, in any case any such work is sublet, the contractor shall require the subcontractor to provide similar insurance for all of the latter's employees who engage in the work.
- b. **Contractor's Public Liability and Property Damage Insurance.** The contractor shall procure and maintain during the life of this contract, Contractor's Public Liability and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.
- c. **Owner's and Contractor's Protective Public Liability and Property Damage Insurance.** The contractor shall procure and maintain during the life of this contract, Owner's and Contractor's Protective Public Liability and Property Damage

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

Insurance, in the name of the City, in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limits for each person, in an amount not less than \$1,000,000 for damage to property. Such insurance shall include motor vehicle exposure.

- d. Subcontractor's Public Liability and Property Damage Insurance. The contractor shall require each of his subcontractors to procure and maintain during the life of their subcontract, Subcontractor's Public Liability and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.
- e. Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance.
 - (1) The contractor shall procure and maintain during the life of this contract, Motor Vehicle Bodily Injury Insurance (Comprehensive Form) in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.
 - (2) The contractor shall procure and maintain during the life of this contract, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.

27. **Proof of Carriage of Insurance**

The contractor shall provide the City, at the time this contract is returned by him for execution. **A letter from the insurance carrier** (NOT the agent or agency) which refers to the certificate by number and states that notwithstanding the disclaimers on the referenced certificate, the coverages, coverage amounts, and expiration dates stated on the certificate are true and correct in all particulars, together with an **Earlier Notice of Cancellation endorsement** which describes the notice the City of Livonia will receive prior to any change or cessation of coverage (*sample attached*).

28. **Performance Bond**

The contractor, within fifteen (15) days from the date of acceptance of his proposal, shall execute in favor of the City a surety bond form in an amount at least equal to 100% of the contract price, as security for the faithful performance of this contract. Should the contract price not exceed \$50,000.00, the contractor may deposit with the City Clerk cash, a certified check or irrevocable bank letter of credit, or a surety bond, whichever the

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

contractor selects, acceptable in form and content to the City Attorney, in the full amount of the contract.

29. Labor and Materials Bond

The contractor, within fifteen (15) days from the date of acceptance of his proposal, shall execute in favor of the City a surety bond form in an amount at least equal to 100% of the contract price, as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Should the contract price not exceed \$50,000.00, the contractor may deposit with the City Clerk cash, a certified check or irrevocable bank letter of credit, or a surety bond, whichever the contractor selects, acceptable in form and content to the City Attorney, in the full amount of the contract.

30. Maintenance and Guarantee Bond

The contractor, as a condition precedent to final payment, shall execute in favor of the City, a Maintenance and Guarantee Bond in an amount at least equal to 100% of the contract price. The guarantee shall cover all work performed and materials furnished under this contract for the duration of the contract subsequent to the date of the final payment.

31. Forfeiture of Contract

If the work to be done under the contract shall be abandoned by the contractor, or, if at any time in the judgment of the City, the contractor shall fail to perform the work at a reasonable rate of progress, or to comply with all or any of the terms and requirements herein set forth, then the City shall have the right to take possession of the work, including contractor's plant, supplies, and materials, at any time after having notified the contractor in writing to discontinue the work under this contract for said cause or causes, and such action shall not affect the right of the City to recover damages resulting from such abandonment or failure to perform. Upon receiving such notice, the contractor shall, upon demand, immediately give the City safe and peaceable possession of the work, including the plant, and shall then cease to have control over any portion thereof or the workers employed thereon.

The City may then proceed to complete the work herein specified, by contract or otherwise, and the entire cost incurred shall be charged to the contractor and deducted from any sum or sums due or to become due under the contract; the excess cost, if any, shall be paid to the City by the contractor or his sureties.

32. Definition of Notice

Where the contract documents provide for the giving of any notice, it shall be deemed to have been given:

- a. As to the City, when written notice shall have been delivered to the Director or the City Clerk, or shall have been placed in the U. S. mail, addressed to the City Clerk at the place where the bids or proposals for the contract were opened;

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

- b. As to the contractor, when written notice shall have been delivered to his chief representative then present at the site of the work, or shall have been placed in the U. S. mail, addressed to the contractor at his permanent place of business, as stated in the papers prepared by him to accompany his proposal; and
- c. As to the surety on a Performance Bond or Labor and Materials Bond, when a written notice shall have been placed in the U. S. mail, addressed to the surety at his home office or to the agents who executed such Performance Bond or Labor and Materials Bond on the surety's behalf.

33. Additional or Omitted Work – Payment

The City may authorize changes in, additions to, or deductions from the work to be performed or the materials to be furnished pursuant to the provisions of this contract.

Adjustments, if any, in the amounts to be paid to the contractor by reason of any such change, addition or deduction, shall be determined by one or more of the following methods:

- a. By unit prices contained in the contractor's original bid and incorporated in the contract.
- b. By a supplemental schedule of prices contained in the contractor's original bid and incorporated in the contract.
- c. By an acceptable lump sum proposal from the contractor.

34. Deduction for Uncorrected Work

If the City deems it expedient to accept work which has been damaged or not done in accordance with the contract, an equitable adjustment will be made so as to deduct from the contract price the cost of repairing or properly performing such work.

35. Time Limit of Contract

The parties hereto distinctly understand and agree that the time specified for completion of the work is the essence of this contract, and that the contractor shall not be entitled to claim performance of this agreement unless the work is satisfactorily completed, in every respect, within the time herein specified.

36. Extension of Time

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

An extension of time may be granted by the City in the event of the work being delayed, beyond the prescribed time for completion, by carriers, the elements, general strikes, accidents or other causes not under the contractor's reasonable control. Such an extension of time shall be deemed to be in full compensation for any loss or injury sustained by the contractor by reasons of delays caused as aforesaid, and the contract shall not thereby be invalidated in any respect.

37. Estimates and Payments

The City shall pay to the contractor amounts bid in the proposal, or as modified by subsequent agreement, less deduction for any unsatisfactory or incomplete work, based upon measurements by the Director or as otherwise herein stipulated, and such measurements shall be final and conclusive.

The contractor shall submit to the City an application for each payment and shall submit a Contractor's Declaration stating that he has not performed any work, furnished any material, sustained any loss, damage or delay, for any reasons, including soil conditions encountered or created, or otherwise done anything for which he will ask, demand, sue for, or claim compensation from the City and, if required, shall submit receipts or other vouchers showing his payments for materials and labor, including payments to subcontractors.

Payments, based on progress estimates, will be made bi-weekly for ninety-five percent (95%) of the work completed, less any deductions or reservations which may be made in accordance with the terms of this contract, provided that the work is progressing satisfactorily, all orders of the Director have been complied with, and the time of completion shall not have expired. No allowance will be made for materials furnished which have not been incorporated in the completed work, unless otherwise stated in the contract documents.

The City may withhold payment of any progress estimate, or portion thereof, until the contractor shall have furnished satisfactory evidence that he has paid all claims of every nature.

No payment shall be considered as acceptance of work completed, or any portion thereof, prior to completion of all work required by this contract and payment of the final estimate.

Within thirty (30) days after completion of all work required by this contract to the satisfaction of the City and the Director, in accordance with all and singular terms and stipulations herein contained, the City shall make final payment based upon a final estimate made by the Director. Before such payment is made, the contractor shall, as directed by the City, execute a Contractor's Affidavit that he has paid all claims of every nature, or secured a release from the surety or sureties approving payment. The final payment shall be considered as full approval and acceptance of the completed work herein specified.

Acceptance by the contractor of the final payment aforesaid shall operate as, and shall be, a release of the City and its agents, from all claims by and liability to the contractor for

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

anything done, furnished for, or relating to the work, as well as any act or neglect of the City or of any person relating to or affecting the work.

38. Fair Employment Practices Act

- a. The contractor agrees that neither he nor his subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry.
- b. The contractor agrees that neither he nor his subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his age or sex, except where based on a bona fide occupational qualification.
- c. Breach of the covenants contained in either of the foregoing paragraphs may be regarded as material breach of this contract and may result in its cancellation, termination or suspension in whole or in part and in the contractor being declared ineligible to contract in the future with the City of Livonia.

PROOF OF LIABILITY INSURANCE REQUIREMENT
CITY OF LIVONIA PROJECTS

Insurance *Carrier* letterhead
(NOT agent or agency letterhead)

SAMPLE

Date

City of Livonia
12973 Farmington Road
Livonia, MI 48150

Ref: **Name of Company (vendor)**
Carrier: **Name of Insurance Carrier**
Policy No: **number**
Policy Term: **START and END dates**

To Whom It May Concern:

Refer to attached certificate issued **(date)** and the following:

Notwithstanding the disclaimers on the referenced certificate, the coverages, coverage amounts, and expiration dates stated on the certificate are true and correct in all particulars, and the attached endorsement describes the notice the city of Livonia will receive prior to any change or cessation of coverage.

Sincerely,

Name
Title
Company

**PROOF OF LIABILITY INSURANCE REQUIREMENT
CITY OF LIVONIA PROJECTS**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

Ref: **Name of Company (vendor)**
Carrier: **Name of Insurance Carrier**
Policy No: **number**
Policy Term: **START and END dates**

SAMPLE

Number of days' notice: **30**

For any statutorily permitted reason, the number of days required for notice of cancellation is increased to the number of days shown in the schedule above.

If this policy is cancelled by us we will send the named insured and any party listed in the following schedule, notice of cancellation based on the number of days' notice shown above.

SCHEDULE

Name of Person or Organization

The name of Person or Organization is any person or organization holding a certificate of insurance issued for you, provided the certificate:

1. Refers to this policy;
2. States that notice of:
 - a. Cancellation;
 - b. Nonrenewal, or
 - c. Material change reducing or restricting coverage;

Will be provided to that person or organization;

3. Is in effect at the time of the:
 - a. Cancellation
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy.

Mailing Address

The mailing address is the address shown for that person or organization in that certificate of insurance.

Michigan Department
of Transportation
1304A (05/06)
City of Livonia

CERTIFICATE OF INSURANCE FOR CITY OF LIVONIA PROJECTS

INSTRUCTIONS: All information must be submitted on Form 1304A. Any other form is invalid.

The subscribing insurance company certifies that insurance of the types and for limits of liability covering the work under contract with City of Livonia has been obtained by the contractor named below and that the City of Livonia is an additional insured as to all General Liability/Commercial General Liability coverage. Such insurance, here certified, is written in accordance with the company's regular policies and endorsements subject to the company's applicable manuals of rules and rates, except (1) the insurance shall not be subject to the usual "x" - explosion, "c" - collapse or "u" - underground property damage exclusions.

The insurer shall agree to provide the City of Livonia, in writing, the following:

1. A 30-day prior notice of any insurer-initiated cancellation or reduction in coverage for reasons other than nonpayment of the premium.
 2. A 10-day prior notice of any cancellation or reduction in coverage for nonpayment of the premium.
 3. Immediate notice of Contractor's cancellation or reduction of coverage.
- The contractor shall cease operations if any insurance is canceled or reduced, and shall not resume operations until new insurance is in force.

NAME OF INSURED

ADDRESS	CITY	STATE	ZIP CODE
TELEPHONE NO.	FAX NO.		

ALL WORK PERFORMED FOR THE CITY OF LIVONIA AS A PRIME OR SUBCONTRACTOR

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

NAME OF AGENCY	NAME OF INSURANCE COMPANY (if only one for all policies)		
ADDRESS	CITY	STATE	ZIP CODE
TELEPHONE NO.	FAX NO.		

CERTIFICATE OF INSURANCE FOR CITY OF LIVONIA PROJECTS

INSTRUCTIONS: All information must be submitted on Form 1304A. Any other form is invalid.

The subscribing insurance company certifies that insurance of the types and for limits of liability covering the work under contract with City of Livonia has been obtained by the contractor named below and that the City of Livonia is an additional insured as to all General Liability/Commercial General Liability coverage. Such insurance, here certified, is written in accordance with the company's regular policies and endorsements subject to the company's applicable manuals of rules and rates, except (1) the insurance shall not be subject to the usual "x" - explosion, "c" - collapse or "u" - underground property damage exclusions.

The insurer shall agree to provide the City of Livonia, in writing, the following:

1. A 30-day prior notice of any insurer-initiated cancellation or reduction in coverage for reasons other than nonpayment of the premium.
 2. A 10-day prior notice of any cancellation or reduction in coverage for nonpayment of the premium.
 3. Immediate notice of Contractor's cancellation or reduction of coverage.
- The contractor shall cease operations if any insurance is canceled or reduced, and shall not resume operations until new insurance is in force.

NAME OF INSURED

THE SMITH COMPANY

ADDRESS

12345 AVENUE

CITY

LIVONIA

STATE

MI

ZIP CODE

12345

TELEPHONE NO.

(734) 123-4567

FAX NO.

ALL WORK PERFORMED FOR THE CITY OF LIVONIA AS A PRIME OR SUBCONTRACTOR

TYPE OF INSURANCE	POLICY NUMBER & NAME OF INSURANCE COMPANY (If more than one)	POLICY DATES		LIMITS: Each Occurrence: Aggregate: BODILY INJURY AND PROPERTY DAMAGE LIABILITY	
		EFFECTIVE	EXPIRATION		
☒ General Liability				General Aggregate	\$ 2,000,000.00
☐ Commercial General Liability				Prods. complopps Aggregate	\$ 2,000,000.00
☐ Claims Made ☒ Occurrence				Personal & Advertising Inj.	\$ 1,000,000.00
☐ \$ _____ P.D. Deductible				Each Occurrence	\$ 1,000,000.00
☐ XCU Exclusion				Fire Damage (any one fire)	\$
☒ Owners/Contractors Protective				Medical Exp. (any one person)	\$ 5,000.00
AUTOMOTIVE LIABILITY				Combined Single Limit (Minimum \$2,000,000.00)	\$ 2,000,000.00
☒ Any Auto				Bodily Injury (per person) (Minimum \$500,000.00)	\$ 500,000.00
☐ All Owned Autos				Bodily Injury (per accident) (Minimum \$1,000,000.00)	\$ 1,000,000.00
☐ Scheduled Autos				Property Damage (Minimum \$1,000,000.00)	\$ 1,000,000.00
☐ Hired Autos				Each Occurrence	\$ 1,000,000.00
☐ Non-Owned Autos				Aggregate	\$ 1,000,000.00
☐ Garage Liability				Each Occurrence	\$ 1,000,000.00
☒ Umbrella				Aggregate	\$ 1,000,000.00
☒ Excess Liability Other Than Umbrella				Each Occurrence	\$ 1,000,000.00
				Aggregate	\$ 1,000,000.00
WORKERS COMPENSATION AND EMPLOYERS LIABILITY				STATUTORY	
				\$ 500,000.00	(Each Accident)
				\$ 500,000.00	(Disease- Policy Limit)
				\$ 500,000.00	(Disease- Each Empl.)
☐ Other					

NAME OF AGENCY

AMERICA'S INSURANCE COMPANY

ADDRESS

54321 STREET

TELEPHONE NO.

(734) 765-4321

NAME OF INSURANCE COMPANY (If only one for all policies)

CITY

ANY CITY

FAX NO.

STATE

MT

ZIP CODE

54321

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADVANCE NOTICE OF CANCELLATION,
NONRENEWAL OR COVERAGE REDUCTION OR
RESTRICTION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Person(s) or Organization(s)	Address
CITY OF LIVONIA	12973 FARMINGTON ROAD LIVONIA, MI 48150

Number of Days Notice 30

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

**CITY OF LIVONIA
12973 FARMINGTON ROAD
LIVONIA, MI 48150**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All terms and conditions apply unless modified by this endorsement.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD OCTOBER 2, 2023**

Meeting was called to order at 8:50 p.m. by Council President Jim Jolly. Present: Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, 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 Ted Davis, Superintendent of Parks and Recreation.

Councilmember Donovic led the Pledge of Allegiance.

4. AWARD OF BID: Livonia Fire & Rescue, re: for the purchase of Twenty-Four (24) Commercial Garage Door Openers to be installed at five Fire Stations, from budgeted funds.

Chief Jennison, Livonia Fire Chief, presented the request to Council.

Councilmember McCullough asked if this purchase includes everything needed.

Chief Jennison indicated it will be a complete tear out and replacement.

Vice President Toy offered an approving motion for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

4.

Fire
September 20, 2023

MEETING DATE

S100223/R101623

PREPARED BY

Lori Arquette, Program Supervisor,

AGENDA ITEM

AWARD OF BID: Livonia Fire & Rescue, re: for the purchase of Twenty-Four (24) Commercial Garage Door Openers to be installed at five Fire Stations, from budgeted funds.

BACKGROUND DETAILS

The ability of the Fire Department to quickly and safely enter and exit the building with apparatus at all times, but particularly during emergency response, is imperative. In recent years, the commercial openers currently installed on fire station apparatus bay doors no longer function reliably, have become difficult and costly to repair, cause an additional safety risk to personnel, and threaten the physical security of the property.

The strength of signal from remotes and the reception by the openers have diminished greatly, causing delays in response due to personnel needing to stop apparatus on the apron, exit the vehicle and run back to close the apparatus bay door manually before responding in order to secure the building. This also increases the potential for additional injuries to personnel through unnecessary dismounting and mounting of the apparatus during emergency response. Current bay door openers do not possess the technology required to add an auto closure of the doors once the apparatus exits, which would also decrease response times, assure physical security of the building, and increase personnel safety after an apparatus exits the building. The need to replace all commercial apparatus bay door openers is needed to alleviate the above concerns.

A request for proposals (RFP) was placed on the Michigan Inter-Governmental Trade Network (MITN) and the following bid responses were received.

Allied Building Service Company of Detroit	\$44,238.40
Altech Doors	\$37,411.56
Jan Door	\$34,800.00

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 Fire Department that Council Proceeds as follows:
Provide an Approving Resolution in accordance with Section 3.04.140.C of the Livonia Code of Ordinances, as

amended, to accept the bid from Jan Door, 14351 W. Warren, Dearborn, MI 48126 and authorize the purchase and installation of twenty-four (24) Commercial Garage Door openers and all accompanying labor for installation at five (5) Livonia Fire Stations, plus removal and proper disposal of existing door openers at time of installation of new equipment, in the amount of \$34,800.00 from budgeted funds in Account No. 401.000.976.000

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

Twenty-four (24) GARAGE DOOR OPERATORS (NEW – UNUSED), Lift-Master Model T-50 Heavy Duty Trolley Operators, 115 Volt ½ H.P. External coaxial antenna, two (2) door capability transmitters per operator, NEMA 4 waterproof photo eyes, Interior three-button station, connect to existing safety edge.

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

\$34,800

DETAILED WORK BEING PERFORMED

Installation of the Twenty-four (24) GARAGE DOOR OPERATORS (NEW – UNUSED), Lift-Master Model T-50 Heavy Duty Trolley Operators, 115 Volt ½ H.P. External coaxial antenna, two (2) door capability transmitters per operator, NEMA 4 waterproof photo eyes, Interior three-button station, connect to existing safety edge and removal/disposal of existing garage door openers at time of delivery to five Livonia Fire & Rescue Stations located at:

Fire Station 1, 14910 Farmington Rd, Livonia MI 48154: Six (6) Openers

Fire Station 3, 35500 Seven Mile Rd, Livonia MI 48152: Six (6) Openers

Fire Station 4, 12300 Middlebelt Rd, Livonia MI 48150: Four (4) Openers

Fire Station 5, 18910 Middlebelt Rd, Livonia MI 48152: Four (4) Openers

Fire Station 6, 37876 Plymouth Rd, Livonia MI 48150: Four (4) Openers

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

Funding is available in Account No. 401-000-976-000.

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

Accepted lowest bidder.

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc):

Did not waive the bid process.

ATTACHMENTS

1. Jan Door Bid Response
2. Altech Doors Bid Response

3. Allied Building Bid Response

APPROVED BY



Robert Jennison, Fire Chief

Date: September 20, 2023



Michael Slater, Finance Director

Date: September 20, 2023



Paul Bernier, City Attorney

Date: September 20, 2023



Maureen Miller Brosnan, Mayor

Date: September 22, 2023

CITY OF LIVONIA REQUEST FOR QUOTE
COMMERCIAL GARAGE DOOR OPERATORS

Submitted by: T&K Operations LLC. DBA Jan Door
(COMPANY NAME)

The undersigned, by the submission of this proposal, represents that he is familiar with and has determined for himself the nature and extent of the proposal work and the conditions under which it must be performed and completed, and agrees that he will contract with the City of Livonia to furnish at and for the following monies all materials, labor, equipment, insurance, permits, supervision and all other things necessary or incidental to complete the entire work in accordance with the appended specifications, general conditions, and related contract documents. By the submission of this bid, the undersigned represents that he is familiar with and understands all of the above-referenced contract documents.

In accordance with the contract documents including the furnishing of all labor, material, equipment, permits, and insurance necessary to provide the following equipment:

GARAGE DOOR OPERATORS

ITEM	DESCRIPTION	QTY	COMPLETE FOR SUM OF:
1	GARAGE DOOR OPERATORS (NEW – UNUSED) Lift-Master Model T-50 Heavy Duty Trolley Operators, 115 Volt ½ H.P. External coaxial antenna, Two (2) door capability transmitters per operator, NEMA 4 waterproof photo eyes, Interior three-button station, Connect existing safety edge Warranty: <u>1 year parts - 1 year labor</u> Parts <u>1 yr</u> Labor <u>1 yr</u> Lead Time <u>30</u> days	24	22,800.00
2	Removal and proper disposal of existing equipment at time of install of new equipment	24	12,000.00
3	Shipping/Handling <i>Delivery shall be FOB Destination to all Fire Stations specified herein</i>		Ø
4	TOTAL ALL ITEMS PRICING VALID UNTIL <u>60 days</u>		34,800.00

No substitutions will be accepted. Bidders must offer pricing on the product specified. Removal and disposal of existing equipment is required and shall be completed when new equipment is installed.

The undersigned has checked the bid figures carefully and understands that he shall be responsible for any error or omission in this bid offer and is in receipt of all addenda issued. Indicate addendum number to confirm receipt.

Addendum #1 ✓ Addendum #2 _____ Addendum #3 _____

The undersigned agrees that, if the proposal made herein is accepted, he will satisfactorily perform and complete all of the work and meet all of the requirements and obligations imposed upon him by the contract including the plans, specifications and general conditions.

Also, the undersigned agrees that, if the above proposal is accepted, he will execute the contract and furnish the necessary proofs of insurance carriage within fifteen (15) calendar days from such acceptance.

In submitting this sealed bid, it is understood that the City of Livonia reserves the right to reject or accept any or all proposals in whole or in part and waive any irregularities or informalities therein. It is agreed that this bid may not be withdrawn for sixty (60) days from the opening thereof.

The contractor and his subcontractors 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 his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his sex or age, except when based on a bona fide occupational qualification, or because of his race, color, religion, national origin or ancestry (Act 251, P.A. 1955, as amended). The contractor further agrees that he will take affirmative action to ensure 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 covenant may be regarded as a material breach of the 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.

Firm Name T&K Operations LLC DBA J&P Date 9.18.23
(If corporation, partnership, or assumed name)

Signature [Signature] Thomas McAuley
(Person executing bid and official capacity) Keith Ward

(Names of principal officers and designate official capacity)
(If partnership or assumed name, indicate names of owners)

Address 14351 W. Warren

City/State/Zip Dearborn, MI 48126

Phone 313-581-7300 FAX 313-581-0906

CITY OF LIVONIA
ADDENDUM NO. - GARAGE DOOR OPERATORS

DATE: September 18, 2023
TO: Potential Bidders
FROM: Enna A. Bachelor, Purchasing Manager
SUBJECT: Addendum No. 1 – Garage Door Operators

Addendum No. 1 is being issued to address questions received from vendors.

QUESTION 1: Are all the doors 14ft tall with standard lift?

CITY RESPONSE:

- Station 3 has 6 doors that are 14' tall
- Station 1 has 6 doors that are 12' tall
- Stations 4, 5, and 6 have 4 Doors that are 12' tall

QUESTION 2: We recommend that the new operators have a safety brake due to door size. Would you like a quote with a brake or without a brake?

CITY RESPONSE: Provide a quote without a safety brake.

QUESTION 3: How many doors are at each location?

CITY RESPONSE: See response to Question #1

All other provisions of the bid remain the same. The due date remains the same. Vendors shall acknowledge receipt of the addendum with their bid proposal uploaded to the MITN website.

Addendum No. 1 – Acknowledgement – Garage Door Operators

Company Name T + K operations LLC dba Jan Door

Authorized Signature Thomas McAuley Date 9-18-2023

Print Name Thomas McAuley

Is extended warranty available for the equipment requested? X Yes No

If yes: Cost: \$ 2400.00

Can installation be completed by November 30, 2023? X Y N (If approval given in 4 weeks)

CUSTOMER SERVICE NUMBER FOR REPAIRS & MAINTENANCE: 313-581-7300

Length of Extended Warranty (to commence at the end of the standard warranty period)

1 year

NOTE: Equipment will be installed at active, in-service fire stations. Equipment installation shall not disrupt or interfere with first responders or their duties. Fire Department personnel reserves the right to reschedule or temporarily suspend work if necessary without additional charges, fees, or penalties for completion of work when it is deemed appropriate.

DELIVERY REQUIREMENTS:

DELIVERY LOCATIONS	
Fire Station	Address
1	14910 Farmington Rd, Livonia MI 48154
3	35500 Seven Mile Rd, Livonia MI 48152
4	12300 Middlebelt Rd, Livonia MI 48150
5	18910 Middlebelt Rd, Livonia MI 48152
6	37876 Plymouth Rd, Livonia MI 48150

Vendor shall provide 48 hour notice of delivery to contact person specified. Delivery shall be made Monday-Friday, 8:00 a.m. – 4:00 p.m. No weekend delivery will be accepted.

The contractor shall indemnify and hold harmless the City of Livonia and its employees from and against all claims, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

All quotes submitted shall include:

- Form of Proposal Form
- References
- Statement of Qualifications

CONTACT PERSON WHO CAN RESPOND TO QUESTIONS REGARDING BID SUBMISSION:

Name Thomas McAuley Title Owner
Phone No. 313.718.1437 Email tom@jandoor.com

STATEMENT OF QUALIFICATIONS GARAGE DOOR OPERATORS

Respondents must answer all questions. If more space is needed to complete a question, attach a separate sheet.

Company Name: T&K Operations LLC DBA Jan Door

Address 14351 W. Warren Dearborn, MI 48126

Contact Person: Thomas McAuley Title Owner

Phone No. 313-718-1437 Email tom@jandoor.com

1. Number of years operating under your present name: 8

2. Number of years present owners have owned the company: 8

3. How many years of experience does your company have providing the equipment specified in the bid documents? 60 years

4. General nature of work performed by your company:

Service garage door, entry door, commercial doors
residential & commercial doors service & install

5. Have you performed work for the City of Livonia in the last ten (10) years? If so, please specify:

Year of Service	Department Serviced	Description of Services Provided
2023	Fire Station #4	Repaired door coil
2023	Old DPW Bldg	Service call & repair
2023	Fire Station #5	replaced old door

6. List the members of the team who will oversee the ordering and delivery process for the equipment specified and the roles they will perform.

Name	Title	Role	Years of Experience
Tom McAuley	Owner	order material /oversee project	41 years
Jim Rattray	Service manager	Oversee project	33 years

7. What challenges to you foresee?

None

8. What is included in your base price for services? What services will incur additional fees:

Completion of project as of scope of work.

ADD ons - Change of scope - Problems with access to job

9. Provide Phone Numbers for Customer contact during normal business hours. Provide phone number for 24-hour contact by City of Livonia personnel.

Company Phone No.: 313-581-7300

24-Hour Phone No.: 313-581-7300

10. Hours of Operation

DAYS	BUSINESS HOURS
Monday – Friday	8:00 – 4:30
Saturday	9:00 – 1:00
Sunday	Closed
Holidays	Closed

11. Is the vendor willing to extend pricing offered to the City of Livonia to other municipalities in the Michigan Inter-Governmental Trade Network as long as current pricing remains valid as stated in the bid documents:

X Yes No

Authorized Signature



Date

9-19-2023

Print Name

Thomas McAuley

Title

Owner

COMPANY NAME: T&K Operations LLC DBA Jan Door

GARAGE DOOR OPERATORS REFERENCE FORM

COMPANY NAME: T&K Operations LLC DBA Jan Door

Reference Company Name: <u>Aaron Contracting</u>	
City/State: <u>Livonia, mi 48153</u>	
Summary of Work Performed: <u>Service & Installed several doors & operators</u>	
Dates of Work: <u>Ongoing for 10 years +</u>	
Company Contact Person: <u>Dennis Wasko</u>	Title: <u>Owner</u>
Phone Number: <u>248-388-3192</u>	Email: <u>dwasko@aaronscompanies.net</u>

Reference Company Name: <u>City of Taylor</u>	
City/State: <u>Taylor, Mi</u>	
Summary of Work Performed: <u>Installed / serviced several doors & operators</u>	
Dates of Work: <u>Ongoing for 10 years +</u>	
Company Contact Person: <u>John</u>	Title: <u>Maintenance Supervisor</u>
Phone Number: <u>313-330-7511</u>	Email: <u>jmudreyko@ci.taylor.mi.us</u>

Reference Company Name: <u>Wayne County</u>	
City/State: <u>Detroit, mi 48226</u>	
Summary of Work Performed: <u>Installed / serviced several doors & operators</u>	
Dates of Work: <u>Ongoing 15+ years</u>	
Company Contact Person: <u>Bill Harrison</u>	Title: <u>Maintenance Supervisor</u>
Phone Number: <u>313-422-3765</u>	Email: <u>wharrison@waynecounty.com</u>



JANDO-1

OP ID: JM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/13/2023

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

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

PRODUCER Goodman Venegas Insurance Agy. 2800 Livernois, Ste. 170 Troy, MI 48063-1215 Casey Goodman		248-928-8180		CONTACT NAME: Judy Taylor	
				PHONE (A/C, No, Ext): 248-928-8180	FAX (A/C, No): 248-740-9191
				E-MAIL ADDRESS: jtaylor@goodmanvenegas.com	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Selective Way Insurance Co.	
				INSURER B: Insurance Company of the West	
				INSURER C:	
				INSURER D:	
				INSURER E:	
				INSURER F:	

INSURED
T&K Operations LLC dba Jan Door
14351 W. Warren Ave
Dearborn, MI 48126

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		S2321335	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			S2321335	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			S2321335	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WMI 5064856	04/01/2023	04/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Livonia is added as Additional Insured for General Liability with respects insureds work under written contract. 30 Days Notice of Cancellation Applies, except 10 days for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

LIVONI5

City of Livonia
12973 Farmington Road
Livonia, MI 48150

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PROOF OF INSURANCE FOR CITY OF LIVONIA PROJECTS

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

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

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

NAME OF INSURED T&K Operations LLC dba: Jan Door			
ADDRESS 14351 W Warren Ave		CITY Dearborn	STATE MI
TELEPHONE NO. (313) 581-7300		FAX NO.	
ZIP CODE 48126			

TYPE OF INSURANCE	POLICY NUMBER & NAME OF INSURANCE COMPANY (If more than one)	POLICY DATES (MM/DD/YY)		LIMITS: Each Occurrence: \$1,000,000 Aggregate: \$2,000,000 BODILY INJURY AND PROPERTY DAMAGE LIABILITY	
		EFFECTIVE	EXPIRATION		
☐ General Liability	S2321335 Selective Way Insurance Co	04/01/2023	04/01/2024	General Aggregate	\$ 2,000,000.00
☒ Commercial General Liability				Prods. comp/ops Aggregate	\$ 2,000,000.00
☐ Claims Made ☒ Occurrence				Personal & Advertising Inj.	\$ 1,000,000.00
☐ \$ P.D. Deductible				Each Occurrence	\$ 1,000,000.00
☐ XCU Exclusion				Fire Damage (any one fire)	\$ 500,000.00
☐ Contractual Exclusion				Medical Exp. (any one person)	\$ 15,000.00
AUTOMOTIVE LIABILITY					
☒ Any Auto				Combined Single Limit (Minimum \$2,000,000.00)	\$ 1,000,000.00
☒ All Owned Autos				Bodily Injury (per person) (Minimum \$500,000.00)	\$
☐ Scheduled Autos				Bodily Injury (per accident) (Minimum \$1,000,000.00)	\$
☒ Hired Autos				Property Damage (Minimum \$1,000,000.00)	\$
☒ Non-Owned Autos					
☐ Garage Liability					
☒ Umbrella				Each Occurrence	\$ 5,000,000.00
				Aggregate	\$ 5,000,000.00
☐ Excess Liability Other Than Umbrella				Each Occurrence	\$
				Aggregate	\$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY					
	WMI5064856 Insurance Company of the West	04/01/2023	04/01/2024	STATUTORY	
				\$ 1,000,000.00	(Each Accident)
				\$ 1,000,000.00	(Disease - Policy Limit)
				\$ 1,000,000.00	(Disease - Each Empl.)
☐ Other					

NAME OF AGENCY Goodman Venegas Insurance Agency		NAME OF INSURANCE COMPANY (If only one for all policies)	
ADDRESS 2800 Livernois, Suite 170		CITY Troy	STATE MI
TELEPHONE NO. (248) 740-9090		ZIP CODE 48083	
FAX NO. (248) 740-9191			
AUTHORIZED REPRESENTATIVE SIGNATURE (Required)			DATE 9/13/23

**ADDITIONAL INSURED — STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION — PERMITS OR AUTHORIZATIONS**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II — Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III — Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIRD PARTY NOTICE TO DESIGNATED PERSON(S) OR ORGANIZATION(S)

POLICY NUMBER: S 2321335

IL 79 90 08 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
AUTO DEALERS COVERAGE PART
BUSINESSOWNERS COVERAGE PART

The policy provisions relating to cancellation or nonrenewal as provided in the Condition Section or as amended by any applicable state cancellation endorsements are modified as follows:

If we cancel or non-renew this policy for any reason other than nonpayment of premium or at the request of or on behalf of the Named Insured, we agree that the individual person(s) or organization(s) listed in the Schedule below and the Named Insured will be notified prior to the effective date of cancellation when such notice is required in a written contract. The manner and timing of the notice will be as required by law, or the number of days shown in the Schedule below, whichever is greater. A transfer of this policy from one insurance affiliate to another within the same insurance holding group shall not be deemed a cancellation, unless prohibited by law.

If we cancel the policy for nonpayment of premium, the number of days advance notice provided to the person(s) or organization(s) listed in the Schedule below will be as required by law.

If notice is mailed, proof of mailing to the address shown in the Schedule below will be sufficient proof of notice.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

Nothing in this endorsement shall confer additional insured status on any entity scheduled herein.

100021S 2321335 985

Name of Person(s) or Organization(s)	Mailing Address	No. Of Days Notice
CITY OF LIVONIA	12973 FARMINGTON ROAD LIVONIA, MI 48150	30

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADVANCE NOTICE OF CANCELLATION,
NONRENEWAL OR COVERAGE REDUCTION OR
RESTRICTION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Person(s) or Organization(s)	Address
CITY OF LIVONIA	12973 FARMINGTON ROAD LIVONIA, MI 48150

Number of Days Notice 30

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

**CITY OF LIVONIA
12973 FARMINGTON ROAD
LIVONIA, MI 48150**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All terms and conditions apply unless modified by this endorsement.



ESTIMATE	#214882
ESTIMATE DATE	Sep 19, 2023
SERVICE DATE	Sep 14, 2023
EXPIRATION DATE	Oct 14, 2023
TOTAL	\$37,411.56

City of Livonia
15100 Hubbard Road
Livonia, MI 48154

(734) 466-2914

SERVICE ADDRESS

City of Livonia Fire Stations
Livonia, MI 48154

CONTACT US

27519 Schoolcraft
Livonia, MI 48150

(734) 525-0875
altechdoors@gmail.com

Service completed by: Chloe Florn

ESTIMATE

Services	qty	unit price	amount
Fire Stations #1, #3, #4, #5, & #6: New LiftMaster Operators LEAD TIME: Appx 3-4 wks Station #1: 14910 Farmington Rd, Livonia, MI 48154 Total Doors: (6) Overhead Doors - 12' tall doors Station #3: 35500 Seven Mile Rd, Livonia, MI 48152 Total Doors: (6) Overhead Doors - 14' tall doors Station #4: 12300 Middlebelt Rd, Livonia, MI 48150 Total Doors: (4) Overhead Doors - 12' tall doors Station #5: 18910 Middlebelt Rd, Livonia, MI 48152 Total Doors: (4) Overhead Doors - 12' tall doors Station #6: 37876 Plymouth Rd, Livonia, MI 48150 Total Doors: (4) Overhead Doors - 12' tall doors			
Commercial Labor/Installation of New Overhead Door Operators Location/Existing: TBD	24.0	\$562.50	\$13,500.00

CITY OF LIVONIA REQUEST FOR QUOTE
COMMERCIAL GARAGE DOOR OPERATORS

Submitted by: Altech Doors, LLC
(COMPANY NAME)

The undersigned, by the submission of this proposal, represents that he is familiar with and has determined for himself the nature and extent of the proposal work and the conditions under which it must be performed and completed, and agrees that he will contract with the City of Livonia to furnish at and for the following monies all materials, labor, equipment, insurance, permits, supervision and all other things necessary or incidental to complete the entire work in accordance with the appended specifications, general conditions, and related contract documents. By the submission of this bid, the undersigned represents that he is familiar with and understands all of the above-referenced contract documents.

In accordance with the contract documents including the furnishing of all labor, material, equipment, permits, and insurance necessary to provide the following equipment:

GARAGE DOOR OPERATORS

ITEM	DESCRIPTION	QTY	COMPLETE FOR SUM OF:
1	GARAGE DOOR OPERATORS (NEW – UNUSED) Lift-Master Model T-50 Heavy Duty Trolley Operators, 115 Volt ½ H.P. External coaxial antenna, Two (2) door capability transmitters per operator, NEMA 4 waterproof photo eyes, Interior three-button station, Connect existing safety edge Manufacturer warranty: Warranty: parts: 1-year Motor: 5-years Parts * Labor 1 year Lead Time 3 - 4 weeks days * Standard Manufacturer warranty	24	\$37,411. ⁵⁶
2	Removal and proper disposal of existing equipment at time of install of new equipment	24	Ø
3	Shipping/Handling Delivery shall be FOB Destination to all Fire Stations specified herein		Ø
4	TOTAL ALL ITEMS PRICING VALID UNTIL <u>10-14-2023</u>		\$37,411. ⁵⁶

No substitutions will be accepted. Bidders must offer pricing on the product specified. Removal and disposal of existing equipment is required and shall be completed when new equipment is installed.

Customer Issue/Concern: Customer wants new overhead door operators installed.

General Scope:

- set up safety barriers/precautions where required
- take before/after pictures
- clean up & dispose of all associated debris, unless otherwise specified ahead of time
- test & operate to ensure proper functionality, obtain approval signature & final payment

Scope of Work:

- remove existing material as necessary
- prep area to receive new material
- installation of new material as indicated below
- lube door & operator
- test/operate several times to ensure working properly

Materials	qty	unit price	amount
Commercial Operators - Liftmaster, T501L5-14' model: T501L5, 14' rail misc: 1/2 hp, logic 5, single phase, 3-button station, NEMA 4 Photo eyes. Connect existing safety edge.	6.0	\$908.98	\$5,453.88
Commercial Operators - Liftmaster, T501L5-12' Commercial Lift Master Industrial Trolley Operator model: T501L5, 12' rail misc: 1/2 hp, logic 5, single phase, 3-button station, NEMA 4 Photo eyes. Connect existing safety edge.	18.0	\$860.16	\$15,482.88
Lift Master 2 Button Transmitter/Remote part #892LT **(2) Remotes per Door	48.0	\$37.90	\$1,819.20
LiftMaster Remote Antenna Kit (1) per Operator	24.0	\$23.15	\$555.60
Misc Commercial Materials: nuts/bolts, wire, conduit & conduit elbows, etc.	1.0	\$600.00	\$600.00
Commercial Scissor Lift Rental w/trailer, drop off/pick up (per day) *Lift is required for all door material over 12' tall per our company safety policy - tech and customers safety.	0.0	\$0.00	\$0.00
Subtotal			\$37,411.56
Tax (No Sales Tax (Recurring) 0%)			\$0.00
Total			\$37,411.56

Due to unforeseen, unpredictable & unprecedented supplier price increases, at this time we can not guarantee any pricing for an extended period of time. All estimates will be reviewed before ordering to ensure the most up-to-date pricing. All orders require a 50% deposit to order & lock in a price. When the market stabilizes we will be able to return to extended terms.

By accepting this estimate you are also agreeing to our "Terms & Conditions" (please see link). Thank you for choosing Altech Doors! We greatly appreciate your business! Please check us out on Facebook, Instagram & Google.

Please remit all payments to:

Altech Doors, LLC

27519 Schoolcraft Road

Livonia, MI 48150

Altech Doors

<http://www.altechdoors.net>



CITY OF LIVONIA – REQUEST FOR BID
COMMERCIAL GARAGE DOOR OPERATORS
FOR THE FIRE DEPARTMENT

The City of Livonia Michigan will receive sealed bids via the MITN WEBSITE ONLY (www.mitn.info) for COMMERCIAL GARAGE OPERATORS FOR THE FIRE DEPARTMENT, according to the specifications herein. No substitutes or alternates will be accepted. Sealed bids will be received until 2:00 p.m., on SEPTEMBER 19, 2023. No faxed bids will be accepted. No late bids will be accepted. No physical bids will be accepted. All bid responses must be submitted in Adobe Acrobat PDF format via the MITN website. **BIDS MUST BE SUBMITTED ON CITY OF LIVONIA FORMS.**

Bids received via the MITN website by the specified due date and time will be publicly opened at the due date and time via Zoom. Vendors may attend the bid opening virtually by using the following credentials:

By Computer: <https://us02web.zoom.us/j/82294127641>

Meeting ID: 850 7925 4276 Passcode: 496174

By Phone: (312) 626-6799 Webinar ID: 822 9412 7641 Passcode: 496174

The City reserves the right to reject in or in part any and all bids received, to waive any irregularities or informalities or both; as it is determined to be in the best interests of the City of Livonia to do so.

The City of Livonia officially distributes bid documents through the Michigan Intergovernmental Trade Network (BidNet). **Bid documents obtained from any other source are not considered official copies.** The City of Livonia cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those firms who obtain the RFB documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.

QUESTIONS:

Questions regarding the Request for Bid must be submitted **in writing** to the attention of Enna A. Bachelor, Purchasing Manager, via email at: ebachelor@livonia.gov. All questions received by 3:00 P.M. on SEPTEMBER 14, 2023 will be responded to in writing in the form of an addendum which will be posted on the MITN website. No phone calls will be accepted. All inquiries regarding this solicitation shall be submitted to the Purchasing Manager.

REMINDERS TO BIDDERS

1. EXAMINATION OF BID DOCUMENT-Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.
2. PREPARATION OF BID-The bid shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.
3. EXPLANATION TO BIDDERS-Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bid and attachments must be requested in writing, and with sufficient time allowed for a reply to reach all prospective bidders before. The submission of their bid. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, Oral explanation or instructions given prior to the opening will not be binding.
5. CASH DISCOUNTS-Discounts offered for payment within less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.
6. WITHDRAWAL OF BIDS-Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid. No bid may be withdrawn for at least 60 days after bid opening.
7. ALTERNATE BIDS-Bidders are cautioned that any alternate bid, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this RFP may be considered nonresponsive.
8. LATE BIDS-Any bid received **after** the exact time specified for receipt, will not be considered.

RFB – COMMERCIAL GARAGE OPERATORS

The owner may at any time, by written notice to the contractor, terminate this contract and the contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.

NOTE:

- 1. City-based firms shall have preference per local bidder preference ordinance, Livonia Code of Ordinances Section 3. 04. 140E.
- 2. Final payment will not be made until final acceptance of work performed has been granted by the City of Livonia.

LIVONIA CODE OF ORDINANCES 3.04.140.F

F. Bids from City-Based Firms.

1. In comparing bids, the bid of any city-based firm may be deemed a better bid than the bid of any competing firm which is not city-based, whenever the bid of such competing firm shall be less than three (3) percent lower than the bid of the city-based firm on any contract bid in an amount of two hundred thousand dollars (\$200,000.00) or less, and less than one (1) percent lower on any amount bid in excess thereof. The foregoing percentages shall each be deemed to apply to the city-based bid and, as the case may be, to the full and complete amount of the contract bid, e.g., the equalization credit of one (1) percent would apply to the full contract amount bid, and not merely to the amount in excess of two hundred thousand dollars (\$200,000.00). The firm making the lowest bid thus evaluated shall be deemed the lowest bidder. No contract hereafter awarded by reason of an equalization percentage credit shall be sublet to any subcontractor which is not a city-based firm. Any bidder who claims entitlement to an equalization percentage credit shall agree to make available to the city the records necessary to establish eligibility. [Section 3.04.140\(E\)](#) shall not apply to contracts authorized pursuant to [Section 3.04.140\(D\)](#).
2. "City-based firm" means a firm which is located within the city and which has made payment of commercial, office, manufacturing or research and engineering property taxes on real or personal property for at least one (1) calendar year.

https://library.municode.com/mi/livonia/codes/code_of_ordinances?nodeId=CO_TIT3REFI_CH3.04FIPR_3.04.140BIQUEQWHROUAU

CITY OF LIVONIA REQUEST FOR QUOTE
COMMERCIAL GARAGE DOOR OPERATORS

Submitted by: ALLIED BUILDING SERVICE COMPANY OF DETROIT, INC.
(COMPANY NAME)

The undersigned, by the submission of this proposal, represents that he is familiar with and has determined for himself the nature and extent of the proposal work and the conditions under which it must be performed and completed, and agrees that he will contract with the City of Livonia to furnish at and for the following monies all materials, labor, equipment, insurance, permits, supervision and all other things necessary or incidental to complete the entire work in accordance with the appended specifications, general conditions, and related contract documents. By the submission of this bid, the undersigned represents that he is familiar with and understands all of the above-referenced contract documents.

In accordance with the contract documents including the furnishing of all labor, material, equipment, permits, and insurance necessary to provide the following equipment:

GARAGE DOOR OPERATORS

ITEM	DESCRIPTION	QTY	COMPLETE FOR SUM OF:
1	GARAGE DOOR OPERATORS (NEW – UNUSED) Lift-Master Model T-50 Heavy Duty Trolley Operators, 115 Volt ½ H.P. External coaxial antenna, Two (2) door capability transmitters per operator, NEMA 4 waterproof photo eyes, Interior three-button station, Connect existing safety edge Warranty: 1 YEAR MANUFACTURER PARTS AND LABOR Parts <u>\$22,140.90</u> Labor <u>\$21,097.50</u> Lead Time <u>1-2 weeks / 7-14 days</u> days	24	\$43,238.40
2	Removal and proper disposal of existing equipment at time of install of new equipment	24	\$1000.00
3	Shipping/Handling <i>Delivery shall be FOB Destination to all Fire Stations specified herein</i>		\$0
4	TOTAL ALL ITEMS PRICING VALID UNTIL <u>10/20/23</u>		\$44,238.40

No substitutions will be accepted. Bidders must offer pricing on the product specified. Removal and disposal of existing equipment is required and shall be completed when new equipment is installed.

The undersigned has checked the bid figures carefully and understands that he shall be responsible for any error or omission in this bid offer and is in receipt of all addenda issued. Indicate addendum number to confirm receipt.

Addendum #1 X Addendum #2 N/A Addendum #3 N/A

The undersigned agrees that, if the proposal made herein is accepted, he will satisfactorily perform and complete all of the work and meet all of the requirements and obligations imposed upon him by the contract including the plans, specifications and general conditions.

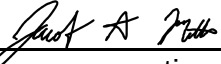
Also, the undersigned agrees that, if the above proposal is accepted, he will execute the contract and furnish the necessary proofs of insurance carriage within fifteen (15) calendar days from such acceptance.

In submitting this sealed bid, it is understood that the City of Livonia reserves the right to reject or accept any or all proposals in whole or in part and waive any irregularities or informalities therein. It is agreed that this bid may not be withdrawn for sixty (60) days from the opening thereof.

The contractor and his subcontractors 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 his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his sex or age, except when based on a bona fide occupational qualification, or because of his race, color, religion, national origin or ancestry (Act 251, P.A. 1955, as amended). The contractor further agrees that he will take affirmative action to ensure 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 covenant may be regarded as a material breach of the 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.

Firm Name ALLIED BUILDING SERVICE COMPANY OF DETROIT, INC. Date 9/19/23
(If corporation, partnership, or assumed name)

Signature  DIRECTOR OF OPERATIONS
(Person executing bid and official capacity)

(Names of principal officers and designate official capacity)
(If partnership or assumed name, indicate names of owners)

Address 1801 HOWARD STREET

City/State/Zip DETROIT, MI 48216

Phone 313-230-0800 FAX N/A

Is extended warranty available for the equipment requested? _____ Yes ☒ No

If yes: Cost: \$ _____ N/A

Can installation be completed by November 30, 2023? ☒ Y _____ N

CUSTOMER SERVICE NUMBER FOR REPAIRS & MAINTENANCE: 313-230-0800

Length of Extended Warranty (to commence at the end of the standard warranty period)

N/A

NOTE: Equipment will be installed at active, in-service fire stations. Equipment installation shall not disrupt or interfere with first responders or their duties. Fire Department personnel reserves the right to reschedule or temporarily suspend work if necessary without additional charges, fees, or penalties for completion of work when it is deemed appropriate.

DELIVERY REQUIREMENTS:

DELIVERY LOCATIONS	
Fire Station	Address
1	14910 Farmington Rd, Livonia MI 48154
3	35500 Seven Mile Rd, Livonia MI 48152
4	12300 Middlebelt Rd, Livonia MI 48150
5	18910 Middlebelt Rd, Livonia MI 48152
6	37876 Plymouth Rd, Livonia MI 48150

Vendor shall provide 48 hour notice of delivery to contact person specified. Delivery shall be made Monday-Friday, 8:00 a.m. – 4:00 p.m. No weekend delivery will be accepted.

The contractor shall indemnify and hold harmless the City of Livonia and its employees from and against all claims, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

All quotes submitted shall include:

- Form of Proposal Form
- References
- Statement of Qualifications

CONTACT PERSON WHO CAN RESPOND TO QUESTIONS REGARDING BID SUBMISSION:

Name CHAD SCHLOSS Title BUSINESS DEVELOPER
Phone No. 313-670-2431 / 313-230-0800 Email CSCHLOSS@TEAMALLIED.COM

GARAGE DOOR OPERATORS REFERENCE FORM

COMPANY NAME: ALLIED BUILDING SERVICE COMPANY OF DETROIT, INC.

Reference Company Name: CITY OF STERLING HEIGHTS	
City/State: STERLING HEIGHTS, MI	
Summary of Work Performed: ALLIED HOLDS A CONTRACT FOR OVERHEAD DOOR AND OPERATOR REPAIR SERVICES SINCE JULY 2022	
Dates of Work: 7/1/22 - CURRENT	
Company Contact Person: TODD MACOVIS	Title: BUILDING MAINTENANCE COORDINATOR
Phone Number: 586-446-2360	Email: tmacovis@sterling-heights.net

Reference Company Name: ANCHOR BAY MANUFACTURING CORPORATION	
City/State: NEW BALTIMORE, MI	
Summary of Work Performed: REPLACE OPERATORS, REPAIR DOCK DOORS, REPLACEMENT OF DOCK LEVELERS, DOCK AND DOOR MAINTENANCE, MAN DOOR AND FRAME REPLACEMENTS, ADJUSTMENTS AND ANY DOOR MAINTENANCE	
Dates of Work: 2022 - PRESENT	
Company Contact Person: JEFF PHIPPS	Title: FACILITY MANAGER
Phone Number: 586-949-2096	Email: JPHIPPS@ANCHORBAYPACKAGING.COM

Reference Company Name: CITY OF FARMINGTON HILLS - MULTIPLE LOCATIONS	
City/State: FARMINGTON HILLS, MI	
Summary of Work Performed: ALLIED HOLDS THE PREVENTATIVE MAINTENANCE CONTRACT FOR ALL CITY LOCATIONS INCLUDING, CITY HALL, FIRE STATIONS, DPW, ETC.	
Dates of Work: 12/14/22 - CURRENT	
Company Contact Person: BRIAN PANKOW	Title: STAFF LIEUTENANT - EMERGENCY MANAGER
Phone Number: 248-871-2815	Email: BPANKOW@FHGOV.COM

**STATEMENT OF QUALIFICATIONS
GARAGE DOOR OPERATORS**

Respondents must answer all questions. If more space is needed to complete a question, attach a separate sheet.

Company Name: ALLIED BUILDING SERVICE COMPANY OF DETROIT, INC.

Address 1801 HOWARD STREET DETROIT MI 48216

Contact Person: CHAD SCHLOSS Title BUSINESS DEVELOPER

Phone No. 313-670-2431 / 313-230-0800 Email CSCHLOSS@TEAMALLIED.COM

1. Number of years operating under your present name: 75 YEARS

2. Number of years present owners have owned the company: 36 YEARS

3. How many years of experience does your company have providing the equipment specified in the bid documents? 5 years

4. General nature of work performed by your company:
75 YEARS IN THE CONSTRUCTION INDUSTRY, INSTALLATION, MAINTENANCE

AND REPAIR OF HVAC/MECHANICAL, PLUMBING, ELECTRICAL AND CARPENTRY

5. Have you performed work for the City of Livonia in the last ten (10) years? If so, please specify:

Year of Service	Department Serviced	Description of Services Provided
2020	RECREATION CENTER	REPLACED WOOD ON MEN'S ROOM SAUNA WALLS

6. List the members of the team who will oversee the ordering and delivery process for the equipment specified and the roles they will perform.

Name	Title	Role	Years of Experience
TO BE PROVIDED AFTER AWARD			

7. What challenges to you foresee?

WE DO NOT FORSEE ANY CHALLENGES WITH THIS REQUEST FOR BID / OPERATOR REPLACEMENT

8. What is included in your base price for services? What services will incur additional fees:

PRICING FOR ALL LABOR AND MATERIALS FOR THIS JOB ARE LISTED IN THE SECTION ABOVE ON PAGE 5
THERE WILL BE NO ADDITIONAL FEES FOR THIS WORK. WE DO HAVE A SERVICE DEPARTMENT FOR ALL TRADES IF NEEDED.

9. Provide Phone Numbers for Customer contact during normal business hours. Provide phone number for 24-hour contact by City of Livonia personnel.

Company Phone No.: 313-230-0800

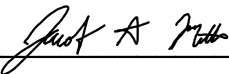
24-Hour Phone No.: AFTER HOURS PHONE IS 313-550-5942

10. Hours of Operation

DAYS	BUSINESS HOURS
Monday – Friday	8AM - 5PM
Saturday	24 HR EMERGENCY FOR WEEKENDS
Sunday	24 HR EMERGENCY FOR WEEKENDS
Holidays	24 HR EMERGENCY FOR HOLIDAYS

11. Is the vendor willing to extend pricing offered to the City of Livonia to other municipalities in the Michigan Inter-Governmental Trade Network as long as current pricing remains valid as stated in the bid documents:

X Yes No

Authorized Signature  Date 9/19/23

Print Name JAKE MILLS Title DIRECTOR OF OPERATIONS

COMPANY NAME: ALLIED BUILDING SERVICE COMPANY OF DETROIT, INC.

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

<u>SECTION</u>	<u>TOPIC</u>
1.	Contract Documents
2.	Definitions
3.	Intent of the Contract Documents
4.	Contract Drawings and Specifications
5.	Shop Drawings
6.	Soil Conditions
7.	“Or Equal” Clause
8.	Patents and Infringements
9.	Superintendence
10.	Workers
11.	Subcontracting
12.	Director’s Status
13.	Inspector’s Status
14.	Inspection
15.	Protection of Work
16.	Accident Protection
17.	Working Space
18.	Use of the Site
19.	Order of Completion – Use of Completed Portion
20.	Permits, Surveys and Compliance With Laws
21.	Laying Out Work
22.	Survey Monuments

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

- 23. Sanitary Regulations
- 24. Report of Errors and Discrepancies
- 25. Estimated Quantities
- 26. Contractor's and Subcontractor's Insurance
- 27. Proof of Carriage of Insurance
- 28. Performance Bond
- 29. Labor and Materials Bond
- 30. Maintenance and Guarantee Bond
- 31. Forfeiture of Contract
- 32. Definition of Notice
- 33. Additional or Omitted Work – Payment
- 34. Deduction for Uncorrected Work
- 35. Time Limit of Contract
- 36. Extension of Time
- 37. Estimates and Payments
- 38. Fair Employment Practices Act

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

1. **Contract Documents**

The contract documents shall consist of the Notice to Bidder, Proposal, General Conditions, Specifications, Bonds, Plans, Drawings, Contract, and any additional documents which may be made a part of the contract.

2. **Definitions**

Certain terms, when used in the contract documents, shall be respectively defined as follows:

"City or Owner"	The City of Livonia.
"Contractor"	The person, firm or corporation to whom the within contract is awarded by the Owner and who is subject to the terms hereof.
"Subcontractor"	A person, firm or corporation, other than a Contractor, supplying labor and/or materials which contribute in any manner to performance of the within contract.
"Surety"	Any person, firm or corporation that has executed, as Surety, the Contractor's bonds securing the performance of the within contract.
"Director"	The Director of Public Works of the City of Livonia or any of his designated representatives.

3. **Intent of the Contract Documents**

The respective contract documents are complementary, so that requirements of any particular document shall be applicable to all. The contract price, as such term is used in the contract documents, shall include the cost of all superintendence, labor and materials, and all other expense necessary for the proper execution of the work.

The specifications, schedules, plans and drawings herein referred to shall be taken together to explain each other and to make the whole consistent. Work shown on a plan and not mentioned in the specifications, or vice versa, shall be performed as if shown by both; and, in case of conflict, the Director will determine which will govern. In case of ambiguity in the plans or specifications, the Director will decide as to the correct interpretation thereof. Where errors or omissions are encountered in the contract documents, the applicable sections of the current edition of the Wayne County's Road Commissioners General Specifications for Roads, Bridges, and Miscellaneous Construction shall prevail.

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

When not otherwise specifically defined in the contract documents, words therein which describe materials or work having a well-known technical or trade meaning, recognized by architects, engineers and the trade, shall be construed in accordance with such meaning.

4. **Contract Drawings and Specifications**

The contractor shall be held to have compared the premises with the contract drawings and specifications, prior to submitting a proposal, and to have fully informed himself as to the condition of the premises, existing structures, and any other condition affecting the carrying out of the work. No additional consideration or compensation will be allowed by reasons of obvious errors or omissions in the contract drawings or specifications.

Unless otherwise provided in the contract documents, the City will furnish the contractor, free of charge, copies of all contract drawings and specifications reasonably necessary to carry out the work.

All work shall strictly conform with the contract drawings and specifications, and the contractor shall not proceed without reference thereto.

Approved or conformed copies of the contract drawings and specifications shall be maintained at the work site by the contractor and be made available to the City at all times.

5. **Shop Drawings**

The contractor shall submit to the Director all shop or setting drawings and schedules required for the work, make any corrections therein required by the Director, and resubmit same without delay.

Approved or conformed copies of all shop or setting drawings shall be maintained at the work site by the contractor and be made available to the City at all times.

6. **Soil Conditions**

The contractor shall be held to have made his own determination of soil conditions on the premises, prior to submitting a proposal, and shall complete the work in whatever soil materials and under whatever conditions he may encounter or create, without additional cost to the owner. This shall apply whether or not borings are shown on the drawings.

7. **"Or Equal" Clause**

Whenever an article, material, or item of equipment is specified in any of the contract documents by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal," if not inserted, shall be implied.

The specified article, material, or equipment shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

construed in such a manner as to exclude manufacturers' products of comparable quality, design and efficiency. The contractor shall comply with requirements in the contract documents relative to the City's approval of materials and equipment before they are incorporated in the work.

8. Patents and Infringements

The contractor agrees to indemnify and save the City, its servants and agents, harmless against any and all claims for royalties or infringements of patent rights in respect to tools, appliances, equipment, processes, or systems of construction and materials made, furnished or used under this contract, and to defend at his own expense any and all suits at law or in equity which may be brought against the City, its servants or agents, for such claims; provided, however, that the City, its servants or agents, gives the contractor immediate notice in writing of the institution of such suit and authorizes him to defend the same, furnishing him with such reasonable assistance and available information as will enable him to so defend. The provisions of this paragraph shall be binding upon the parties hereto, notwithstanding anything to the contrary implied or expressed elsewhere in any of the contract documents.

9. Superintendence

The contractor shall give his personal superintendence to the work or have at the site of the work at all times a competent foreman, superintendent, or other representative who is satisfactory to the City and who has authority to act for the contractor.

10. Workers

The contractor shall employ only competent, efficient workers who are skilled in the work assigned to them and shall at all times enforce strict discipline and good order among his employees. Whenever the City shall notify the contractor, in writing, that in its opinion any worker so employed is careless, incompetent, disorderly, or otherwise unsatisfactory, such worker shall be relieved from the job and shall not again be employed thereon except with the written consent of the City.

11. Subcontracting

The contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this contract without the written consent of the City. If the contractor sublets any part of this contract, he shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of the persons they directly or indirectly employed, as he is for the acts and omissions of his own employees.

12. Director's Status

The Director shall have general supervision and direction of the work, and authority to stop such work whenever necessary to insure proper performance of this contract. He shall also have authority to reject all work and materials which do not conform with the

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

contract, to direct the application of forces to any portion of the work, as in his judgment is required, and to decide questions which arise in the course of such work.

13. Inspector's Status

The City may appoint on-the-job inspectors who shall be under the direction of the Director. Such inspectors will inform the Director as to the work progress, the manner in which it is being done, and the quality of materials being used. They will call the contractor's attention to any observed failure to follow the plans and specifications. They shall have the authority to reject materials or workmanship which are defective and to suspend the work until any questions concerning compliance with the contract can be referred to and decided by the Director; but they shall have no authority to direct the contractor's work or workers, to supervise the contractor's operations or to change the contract plans or specifications.

In no instance shall any action or omission on the part of an inspector release the contractor from his responsibility to complete the work in accordance with the plans and specifications.

14. Inspection

The City and its representatives shall at all times have access to the work wherever it is in preparation or progress, and the contractor shall provide proper facilities for such access and for inspection.

The City representative shall be provided all dates, times and locations of the work being performed.

The City shall have the right to reject materials and workmanship which are defective or to require their correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be promptly removed from the premises without charge to the City. If the contractor does not correct such condemned work and remove rejected materials within a reasonable time, fixed by written notice, the City may remove them and charge the expense to the contractor.

Should it be considered necessary or advisable by the City at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the contractor shall, on request, promptly furnish any necessary facilities, labor and materials. If such work is found to be defective in any material respect, due to the fault of the contractor, or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15%, shall be allowed the contractor.

15. Protection of Work

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the City's and adjacent property from injury arising in connection with this contract.

The work under this contract shall be at the risk of the contractor in every respect until finished and accepted by the City.

The contractor shall furnish and maintain necessary passageways, guard fences, lights and such other facilities and means of protection as may be needed.

16. **Accident Prevention**

Precaution shall be observed at all times for the protection of persons including employees and property. The safety provisions of applicable laws, as well as building and construction codes, shall be observed. Machinery and equipment shall be guarded, and all hazards guarded or eliminated, in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

Substantial barricades shall be erected as deemed necessary to prevent accidents to vehicular or pedestrian traffic, and safety orange flags by day and safety orange lights by night shall be diligently posted by the contractor at all points of possible danger. In case detours or other traffic instructions are necessary, suitable warning or direction devices shall be installed and maintained by the contractor.

Should the contractor fail to comply with any provisions of this contract, affecting the public welfare or safety, the City may, with or without notice, cause the necessary precaution to be taken and will deduct the cost of such work from any money due or to become due the contractor under this contract; but the performance of such work by the City, or at its direction, shall not release the contractor from his general or particular liability for the safety of persons or property.

17. **Working Space**

The contractor shall confine his equipment, apparatus, materials storage and operations to limits indicated by applicable laws, permits or directions of the City and shall not unnecessarily encumber the premises with his materials.

Should the contractor require space on privately owned property, he shall obtain such space at his own expense by agreement with the owner thereof.

18. **Use of Site**

In his operations, the contractor shall interfere as little as possible with traffic and shall in no case unduly obstruct traveled ways.

The contractor shall at no time interfere with surface or underground drainage. Free access shall be provided at all times to hydrants and water and gas valves.

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

The contractor shall enforce the City's instructions regarding signs, advertisements, fires and smoke.

19. Order of Completion – Use of Completion Portion

The contractor shall cooperate with the City, when reasonably possible, to complete any portion or portions of the work in such order of time as will be beneficial to the City without prejudice to the contractor's interests.

Use of a completion portion of the work by the City shall not be deemed as acceptance of the work so used or any part thereof.

20. Permits, Surveys and Compliance With Laws

The contractor shall secure and pay for all permits, fees and licenses (including such fees that may be assigned to the City of Livonia as permit holder) necessary for the performance of the work unless otherwise specifically provided in the contract documents.

The City shall furnish all surveys unless otherwise provided in like manner.

The contractor shall give all notices, pay all fees, and comply with all applicable laws, as well as rules and regulations bearing on the conduct of the work.

21. Laying Out Work

Principal reference lines or points and bench marks shall be given by the Director when he deems necessary; or he shall be given twenty-four (24) hours advance notice if the contractor requires such information.

The Director will set suitable stakes and marks showing the locations and elevations of the various parts of the work and will furnish the contractor with cut sheets referred to the reference points. No work shall be undertaken until such stakes and marks shall have been set. The contractor shall assure that the work at all times proceeds in accordance with the stakes and marks and shall provide all labor and materials to set required batter boards and locate the work accurately with respect to the reference points.

The contractor shall carefully preserve reference points and stakes; and, in case of willful or careless destruction thereof, he will be charged with the resulting expense and shall be responsible for any errors that may be caused by their loss or disturbance.

22. Survey Monuments

The contractor shall protect and preserve all land survey monuments or property corners along the line of his work. Where monuments or irons are unavoidably disturbed or removed due to operations under this contract, the contractor, at his own expense, shall employ the services of a registered land surveyor to establish, reset or replace such monuments or irons.

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

23. **Sanitary Regulations**

Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained in sanitary condition by the contractor; and their use shall be strictly regulated.

24. **Report of Errors and Discrepancies**

If, in the course of the work, the contractor finds any discrepancies between the plans and physical conditions encountered, or any errors or omissions in the plans or layout, it shall be his duty to immediately inform the Director in writing. Any work done after such discovery, until authorized by the Director, will be at the contractor's risk.

25. **Estimated Quantities**

The quantities of the various classes of work to be done and materials to be furnished under this contract, which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing on a uniform basis the bids offered for the work under this contract; and neither the City nor its agents are to be held responsible should any of the estimated quantities be found incorrect during the performance of the work; and the contractor shall make no claim for anticipated profit, nor for the loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered, and the estimated quantities as herein stated.

26. **Contractor's and Subcontractor's Insurance**

The contractor shall not commence work under this contract until he has obtained the insurance required under this paragraph, nor shall the contractor permit any subcontractor to commence work on his subcontract until he has obtained the insurance herein required.

- a. **Worker's Compensation Insurance.** The contractor shall procure and maintain during the life of this contract, Worker's Compensation Insurance for all of his employees who engage in the work to be performed; and, in any case any such work is sublet, the contractor shall require the subcontractor to provide similar insurance for all of the latter's employees who engage in the work.
- b. **Contractor's Public Liability and Property Damage Insurance.** The contractor shall procure and maintain during the life of this contract, Contractor's Public Liability and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.
- c. **Owner's and Contractor's Protective Public Liability and Property Damage Insurance.** The contractor shall procure and maintain during the life of this contract, Owner's and Contractor's Protective Public Liability and Property Damage

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

Insurance, in the name of the City, in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limits for each person, in an amount not less than \$1,000,000 for damage to property. Such insurance shall include motor vehicle exposure.

- d. Subcontractor's Public Liability and Property Damage Insurance. The contractor shall require each of his subcontractors to procure and maintain during the life of their subcontract, Subcontractor's Public Liability and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.
- e. Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance.
 - (1) The contractor shall procure and maintain during the life of this contract, Motor Vehicle Bodily Injury Insurance (Comprehensive Form) in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.
 - (2) The contractor shall procure and maintain during the life of this contract, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.

27. **Proof of Carriage of Insurance**

The contractor shall provide the City, at the time this contract is returned by him for execution. **A letter from the insurance carrier** (NOT the agent or agency) which refers to the certificate by number and states that notwithstanding the disclaimers on the referenced certificate, the coverages, coverage amounts, and expiration dates stated on the certificate are true and correct in all particulars, together with an **Earlier Notice of Cancellation endorsement** which describes the notice the City of Livonia will receive prior to any change or cessation of coverage (*sample attached*).

28. **Performance Bond**

The contractor, within fifteen (15) days from the date of acceptance of his proposal, shall execute in favor of the City a surety bond form in an amount at least equal to 100% of the contract price, as security for the faithful performance of this contract. Should the contract price not exceed \$50,000.00, the contractor may deposit with the City Clerk cash, a certified check or irrevocable bank letter of credit, or a surety bond, whichever the

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

contractor selects, acceptable in form and content to the City Attorney, in the full amount of the contract.

29. **Labor and Materials Bond**

The contractor, within fifteen (15) days from the date of acceptance of his proposal, shall execute in favor of the City a surety bond form in an amount at least equal to 100% of the contract price, as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Should the contract price not exceed \$50,000.00, the contractor may deposit with the City Clerk cash, a certified check or irrevocable bank letter of credit, or a surety bond, whichever the contractor selects, acceptable in form and content to the City Attorney, in the full amount of the contract.

30. **Maintenance and Guarantee Bond**

The contractor, as a condition precedent to final payment, shall execute in favor of the City, a Maintenance and Guarantee Bond in an amount at least equal to 100% of the contract price. The guarantee shall cover all work performed and materials furnished under this contract for the duration of the contract subsequent to the date of the final payment.

31. **Forfeiture of Contract**

If the work to be done under the contract shall be abandoned by the contractor, or, if at any time in the judgment of the City, the contractor shall fail to perform the work at a reasonable rate of progress, or to comply with all or any of the terms and requirements herein set forth, then the City shall have the right to take possession of the work, including contractor's plant, supplies, and materials, at any time after having notified the contractor in writing to discontinue the work under this contract for said cause or causes, and such action shall not affect the right of the City to recover damages resulting from such abandonment or failure to perform. Upon receiving such notice, the contractor shall, upon demand, immediately give the City safe and peaceable possession of the work, including the plant, and shall then cease to have control over any portion thereof or the workers employed thereon.

The City may then proceed to complete the work herein specified, by contract or otherwise, and the entire cost incurred shall be charged to the contractor and deducted from any sum or sums due or to become due under the contract; the excess cost, if any, shall be paid to the City by the contractor or his sureties.

32. **Definition of Notice**

Where the contract documents provide for the giving of any notice, it shall be deemed to have been given:

- a. As to the City, when written notice shall have been delivered to the Director or the City Clerk, or shall have been placed in the U. S. mail, addressed to the City Clerk at the place where the bids or proposals for the contract were opened;

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

- b. As to the contractor, when written notice shall have been delivered to his chief representative then present at the site of the work, or shall have been placed in the U. S. mail, addressed to the contractor at his permanent place of business, as stated in the papers prepared by him to accompany his proposal; and
- c. As to the surety on a Performance Bond or Labor and Materials Bond, when a written notice shall have been placed in the U. S. mail, addressed to the surety at his home office or to the agents who executed such Performance Bond or Labor and Materials Bond on the surety's behalf.

33. Additional or Omitted Work – Payment

The City may authorize changes in, additions to, or deductions from the work to be performed or the materials to be furnished pursuant to the provisions of this contract.

Adjustments, if any, in the amounts to be paid to the contractor by reason of any such change, addition or deduction, shall be determined by one or more of the following methods:

- a. By unit prices contained in the contractor's original bid and incorporated in the contract.
- b. By a supplemental schedule of prices contained in the contractor's original bid and incorporated in the contract.
- c. By an acceptable lump sum proposal from the contractor.

34. Deduction for Uncorrected Work

If the City deems it expedient to accept work which has been damaged or not done in accordance with the contract, an equitable adjustment will be made so as to deduct from the contract price the cost of repairing or properly performing such work.

35. Time Limit of Contract

The parties hereto distinctly understand and agree that the time specified for completion of the work is the essence of this contract, and that the contractor shall not be entitled to claim performance of this agreement unless the work is satisfactorily completed, in every respect, within the time herein specified.

36. Extension of Time

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

An extension of time may be granted by the City in the event of the work being delayed, beyond the prescribed time for completion, by carriers, the elements, general strikes, accidents or other causes not under the contractor's reasonable control. Such an extension of time shall be deemed to be in full compensation for any loss or injury sustained by the contractor by reasons of delays caused as aforesaid, and the contract shall not thereby be invalidated in any respect.

37. Estimates and Payments

The City shall pay to the contractor amounts bid in the proposal, or as modified by subsequent agreement, less deduction for any unsatisfactory or incomplete work, based upon measurements by the Director or as otherwise herein stipulated, and such measurements shall be final and conclusive.

The contractor shall submit to the City an application for each payment and shall submit a Contractor's Declaration stating that he has not performed any work, furnished any material, sustained any loss, damage or delay, for any reasons, including soil conditions encountered or created, or otherwise done anything for which he will ask, demand, sue for, or claim compensation from the City and, if required, shall submit receipts or other vouchers showing his payments for materials and labor, including payments to subcontractors.

Payments, based on progress estimates, will be made bi-weekly for ninety-five percent (95%) of the work completed, less any deductions or reservations which may be made in accordance with the terms of this contract, provided that the work is progressing satisfactorily, all orders of the Director have been complied with, and the time of completion shall not have expired. No allowance will be made for materials furnished which have not been incorporated in the completed work, unless otherwise stated in the contract documents.

The City may withhold payment of any progress estimate, or portion thereof, until the contractor shall have furnished satisfactory evidence that he has paid all claims of every nature.

No payment shall be considered as acceptance of work completed, or any portion thereof, prior to completion of all work required by this contract and payment of the final estimate.

Within thirty (30) days after completion of all work required by this contract to the satisfaction of the City and the Director, in accordance with all and singular terms and stipulations herein contained, the City shall make final payment based upon a final estimate made by the Director. Before such payment is made, the contractor shall, as directed by the City, execute a Contractor's Affidavit that he has paid all claims of every nature, or secured a release from the surety or sureties approving payment. The final payment shall be considered as full approval and acceptance of the completed work herein specified.

Acceptance by the contractor of the final payment aforesaid shall operate as, and shall be, a release of the City and its agents, from all claims by and liability to the contractor for

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

anything done, furnished for, or relating to the work, as well as any act or neglect of the City or of any person relating to or affecting the work.

38. **Fair Employment Practices Act**

- a. The contractor agrees that neither he nor his subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry.
- b. The contractor agrees that neither he nor his subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his age or sex, except where based on a bona fide occupational qualification.
- c. Breach of the covenants contained in either of the foregoing paragraphs may be regarded as material breach of this contract and may result in its cancellation, termination or suspension in whole or in part and in the contractor being declared ineligible to contract in the future with the City of Livonia.

PROOF OF LIABILITY INSURANCE REQUIREMENT
CITY OF LIVONIA PROJECTS

Insurance *Carrier* letterhead
(NOT agent or agency letterhead)

SAMPLE

Date

City of Livonia
12973 Farmington Road
Livonia, MI 48150

Ref: **Name of Company (vendor)**
Carrier: **Name of Insurance Carrier**
Policy No: **number**
Policy Term: **START and END dates**

To Whom It May Concern:

Refer to attached certificate issued **(date)** and the following:

Notwithstanding the disclaimers on the referenced certificate, the coverages, coverage amounts, and expiration dates stated on the certificate are true and correct in all particulars, and the attached endorsement describes the notice the city of Livonia will receive prior to any change or cessation of coverage.

Sincerely,

Name
Title
Company

PROOF OF LIABILITY INSURANCE REQUIREMENT
CITY OF LIVONIA PROJECTS

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

Ref: **Name of Company (vendor)**
Carrier: **Name of Insurance Carrier**
Policy No: **number**
Policy Term: **START and END dates**

SAMPLE

Number of days' notice: **30**

For any statutorily permitted reason, the number of days required for notice of cancellation is increased to the number of days shown in the schedule above.

If this policy is cancelled by us we will send the named insured and any party listed in the following schedule, notice of cancellation based on the number of days' notice shown above.

SCHEDULE

Name of Person or Organization

The name of Person or Organization is any person or organization holding a certificate of insurance issued for you, provided the certificate:

1. Refers to this policy;
2. States that notice of:
 - a. Cancellation;
 - b. Nonrenewal, or
 - c. Material change reducing or restricting coverage;

Will be provided to that person or organization;

3. Is in effect at the time of the:
 - a. Cancellation
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy.

Mailing Address

The mailing address is the address shown for that person or organization in that certificate of insurance.

Michigan Department
of Transportation
1304A (06/06)
City of Livonia

CERTIFICATE OF INSURANCE FOR CITY OF LIVONIA PROJECTS

INSTRUCTIONS: All information must be submitted on Form 1304A. Any other form is invalid.

The subscribing insurance company certifies that insurance of the types and for limits of liability covering the work under contract with City of Livonia has been obtained by the contractor named below and that the City of Livonia is an additional insured as to all General Liability/Commercial General Liability coverage. Such insurance, here certified, is written in accordance with the company's regular policies and endorsements subject to the company's applicable manuals of rules and rates, except (1) the insurance shall not be subject to the usual "x" - explosion, "c" - collapse or "u" - underground property damage exclusions.

The insurer shall agree to provide the City of Livonia, in writing, the following:

1. A 30-day prior notice of any insurer-initiated cancellation or reduction in coverage for reasons other than nonpayment of the premium.
2. A 10-day prior notice of any cancellation or reduction in coverage for nonpayment of the premium.
3. Immediate notice of Contractor's cancellation or reduction of coverage.

The contractor shall cease operations if any insurance is canceled or reduced, and shall not resume operations until new insurance is in force.

NAME OF INSURED

ADDRESS	CITY	STATE	ZIP CODE
TELEPHONE NO.	FAX NO.		

ALL WORK PERFORMED FOR THE CITY OF LIVONIA AS A PRIME OR SUBCONTRACTOR

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

NAME OF AGENCY	NAME OF INSURANCE COMPANY (if only one for all policies)		
ADDRESS	CITY	STATE	ZIP CODE
TELEPHONE NO.	FAX NO.		

CERTIFICATE OF INSURANCE FOR CITY OF LIVONIA PROJECTS

INSTRUCTIONS: All information must be submitted on Form 1304A. Any other form is invalid.

The subscribing insurance company certifies that insurance of the types and for limits of liability covering the work under contract with City of Livonia has been obtained by the contractor named below and that the City of Livonia is an additional insured as to all General Liability/Commercial General Liability coverage. Such insurance, here certified, is written in accordance with the company's regular policies and endorsements subject to the company's applicable manuals of rules and rates, except (1) the insurance shall not be subject to the usual "x" - explosion, "c" - collapse or "u" - underground property damage exclusions.

The insurer shall agree to provide the City of Livonia, in writing, the following:

1. A 30-day prior notice of any insurer-initiated cancellation or reduction in coverage for reasons other than nonpayment of the premium.

2. A 10-day prior notice of any cancellation or reduction in coverage for nonpayment of the premium.

3. Immediate notice of Contractor's cancellation or reduction of coverage.

The contractor shall cease operations if any insurance is canceled or reduced, and shall not resume operations until new insurance is in force.

NAME OF INSURED THE SMITH COMPANY			
ADDRESS 12345 AVENUE		CITY LIVONIA	STATE MI
TELEPHONE NO. (734) 123-4567		ZIP CODE 12345	
		FAX NO.	

ALL WORK PERFORMED FOR THE CITY OF LIVONIA AS A PRIME OR SUBCONTRACTOR

TYPE OF INSURANCE	POLICY NUMBER & NAME OF INSURANCE COMPANY (if more than one)	POLICY DATES		LIMITS: Each Occurrence: Aggregate: BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$1,000,000 \$2,000,000
		EFFECTIVE	EXPIRATION		
☒ General Liability				General Aggregate	\$ 2,000,000.00
☐ Commercial General Liability				Prods. complops Aggregate	\$ 2,000,000.00
☐ Claims Made ☒ Occurrence				Personal & Advertising Inj.	\$ 1,000,000.00
☐ \$ _____ P.D. Deductible				Each Occurrence	\$ 1,000,000.00
☐ XCU Exclusion				Fire Damage (any one fire)	\$
☒ Owners/Contractors Protective				Medical Exp. (any one person)	\$ 5,000.00
AUTOMOTIVE LIABILITY				Combined Single Limit (Minimum \$2,000,000.00)	\$ 2,000,000.00
☒ Any Auto				Bodily Injury (per person) (Minimum \$500,000.00)	\$ 500,000.00
☐ All Owned Autos				Bodily Injury (per accident) (Minimum \$1,000,000.00)	\$ 1,000,000.00
☐ Scheduled Autos				Property Damage (Minimum \$1,000,000.00)	\$ 1,000,000.00
☐ Hired Autos					
☐ Non-Owned Autos					
☐ Garage Liability					
☒ Umbrella				Each Occurrence	\$ 1,000,000.00
				Aggregate	\$ 1,000,000.00
☒ Excess Liability Other Than Umbrella				Each Occurrence	\$ 1,000,000.00
				Aggregate	\$ 1,000,000.00
WORKERS COMPENSATION AND EMPLOYERS LIABILITY				STATUTORY	
				\$ 500,000.00	(Each Accident)
				\$ 500,000.00	(Disease- Policy Limit)
				\$ 500,000.00	(Disease- Each Empty.)
☐ Other					

NAME OF AGENCY AMERICA'S INSURANCE COMPANY		NAME OF INSURANCE COMPANY (if only one for all policies)	
ADDRESS 54321 STREET		CITY ANY CITY	STATE MT
TELEPHONE NO. (734) 765-4321		ZIP CODE 54321	
		FAX NO.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCTION OR RESTRICTION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Person(s) or Organization(s)	Address
CITY OF LIVONIA	12973 FARMINGTON ROAD LIVONIA, MI 48150

Number of Days Notice 30

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

**CITY OF LIVONIA
12973 FARMINGTON ROAD
LIVONIA, MI 48150**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All terms and conditions apply unless modified by this endorsement.

CITY OF LIVONIA
ADDENDUM NO. - GARAGE DOOR OPERATORS

DATE: September 18, 2023
TO: Potential Bidders
FROM: Enna A. Bachelor, Purchasing Manager
SUBJECT: Addendum No. 1 – Garage Door Operators

Addendum No. 1 is being issued to address questions received from vendors.

QUESTION 1: Are all the doors 14ft tall with standard lift?

CITY RESPONSE:

- Station 3 has 6 doors that are 14' tall
- Station 1 has 6 doors that are 12' tall
- Stations 4, 5, and 6 have 4 Doors that are 12' tall

QUESTION 2: We recommend that the new operators have a safety brake due to door size. Would you like a quote with a brake or without a brake?

CITY RESPONSE: Provide a quote without a safety brake.

QUESTION 3: How many doors are at each location?

CITY RESPONSE: See response to Question #1

All other provisions of the bid remain the same. The due date remains the same. Vendors shall acknowledge receipt of the addendum with their bid proposal uploaded to the MITN website.

Addendum No. 1 – Acknowledgement – Garage Door Operators

Company Name ALLIED BUILDING SERVICE COMPANY OF DETROIT, INC.

Authorized Signature  Date 9/19/23

Print Name JAKE MILLS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2022

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

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

PRODUCER Allied Insurance Managers Inc. 1055 South Blvd. East Suite #110 Rochester Hills MI 48307	CONTACT NAME: Deanne Seifert PHONE (A/C, No, Ext): (248)853-0930 FAX (A/C, No): (248)853-1512 E-MAIL ADDRESS: dseifert@alliedinsmgr.com																					
INSURED Allied Building Service Company of Detroit, Inc. 1801 Howard Street Detroit MI 48216-1920	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Travelers Ind. Co. of America</td><td>40001</td></tr><tr><td>INSURER B:</td><td>The Charter Oak Fire Ins. Co.</td><td></td></tr><tr><td>INSURER C:</td><td>Travelers Property Casualty of America</td><td>25674</td></tr><tr><td>INSURER D:</td><td>Accident Fund Ins. Co America</td><td>10166</td></tr><tr><td>INSURER E:</td><td>Accident Fund Ins. Co America</td><td>10166</td></tr><tr><td>INSURER F:</td><td>Travelers Casualty & Surety</td><td>19038</td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Ind. Co. of America	40001	INSURER B:	The Charter Oak Fire Ins. Co.		INSURER C:	Travelers Property Casualty of America	25674	INSURER D:	Accident Fund Ins. Co America	10166	INSURER E:	Accident Fund Ins. Co America	10166	INSURER F:	Travelers Casualty & Surety	19038
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INSURER F:	Travelers Casualty & Surety	19038																				

COVERAGES**CERTIFICATE NUMBER:23-24 Master ABS****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			P-630-4N166712-IND	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
	☒ Blanket AI Included		MED EXP (Any one person) \$ 5,000				
	☒ XCU Not Excluded		PERSONAL & ADV INJURY \$ 1,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY			810-4N17424A-22-43G	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$ 3,000				
							Medical payments \$ 5,000
C	☒ UMBRELLA LIAB	☒ OCCUR		CUP-4N190841-22-43	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE	AGGREGATE \$ 10,000,000				
	☐ DED ☒ RETENTION \$ 10,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			BINDER-WC	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER
E	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐ N/A		WCP100087308 (CO and IN)	1/1/2023	1/1/2024	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	Crime Coverage/3rd Party			107557649	1/1/2023	1/1/2024	\$250,000
A	Leased and Rented Equipment			P-630-4N166712-IND	1/1/2023	1/1/2024	LIMIT \$456,000

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

FILE COPY

CERTIFICATE HOLDER**CANCELLATION**

ap@teamallied.com

Allied Building Service Company of
Detroit, Inc.
1801 Howard Street
Detroit, MI 48216-1920

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William Sheldon/DES

WR 8

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ACORD 25 (2014/01)

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INS025 (201401)

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Allied Building Service Company of Detroit, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1801 Howard St

6 City, state, and ZIP code

Detroit, Mi, 48216

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

3	8	-	2	0	2	9	6	7	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are **not** required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 01/11/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



• *Building Services* • *Construction* • *Contracting* • *Cleaning* • *Supplies*

Introduction:

Allied Building Service Company of Detroit, Inc. is a Detroit based family-owned business that has been serving the Detroit Metro area since its creation in 1948. Over the last several years Allied has grown and expanded into a diverse company with the ability to service its customers with everything from multiple trade building maintenance to multiple trade large renovation projects to the daily maintenance of janitorial, floors and windows. Allied's employees are professionally trained in the trade services they provide, and many have decades of experience within their respective fields.

Allied prides itself on not only the quality of service it provides but also on the strong focus on customer service that comes with each of those services. Each customer that opens their doors to Allied's services is assigned a customer specialist to personally oversee their ongoing relationship with Allied and to make sure their experiences are as smooth and easy as possible. Whether it is electrical, plumbing, HVAC, carpentry or our dock and door specialists, Allied's customers have one main contact who can organize and coordinate any services needed.

In addition, Allied is proud to offer 24/7 emergency services with an emergency on-call dispatcher only a phone call away. No matter what time, day or night, the on-call dispatcher will get you the quickest response possible by routing our nearest and most qualified technician to your location to take care of your emergency.



• *Building Services • Construction • Contracting • Cleaning • Supplies*

Staffing and Equipment:

Allied is proud to offer the full services of all our trades, but more specifically for this RFP we offer our outstanding dock and door technicians who have not only several decades of experience but also a variety of backgrounds and training, giving our company extensive resources to utilize while performing projects and services.

Backing up our field staff, Allied also employs service managers, project managers, dispatchers, and personnel managers to oversee the operations of the various departments to ensure proper execution and management of all the service and project work. Chad Schloss will be your main point of contact along with the help of our dock and door service manager, Kurt Davis. Certificates and a list of dock and door staff will be disclosed after being awarded.

Our senior management and human resources division put every effort in maintaining a family oriented, lawful, and fair business practice that prides itself on providing a quality workplace for its employees as well as providing exceptional service to its many customers.

On behalf of the more than 240 team members at Allied Building Service Company of Detroit, Inc.,
thank you for your consideration of our company!

Sincerely,

Chad Schloss

Chad Schloss – Business Developer

(Authorized Negotiator)

cschloss@teamallied.com

313-670-2431

1801 Howard Detroit, MI 48216
Phone (313) 230-0800

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD OCTOBER 2, 2023**

Meeting was called to order at 8:50 p.m. by Council President Jim Jolly. Present: Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, 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 Ted Davis, Superintendent of Parks and Recreation.

Councilmember Donovic led the Pledge of Allegiance.

5. REQUEST TO CONTINUE STATEMENT OF WORK: Department of Parks and Recreation, re: for the continued use of CivicRec software, from budgeted funds.

Ted Davis, Superintendent of Parks and Recreation, presented the request to Council.

President Jolly asked if this is the same software that allows us to use fingerprinting.

Mr. Davis said that is a separate add on with CivicRec.

Councilmember Bahr offered an approving motion for the Consent agenda.

DIRECTION:	APPROVAL	CONSENT
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LETTER TO THE LIVONIA CITY COUNCIL

5.

Parks and Recreation September 13, 2023

MEETING DATE

S100223/R101623

PREPARED BY

Ann Cox, Program Supervisor,

AGENDA ITEM

REQUEST TO CONTINUE STATEMENT OF WORK: Department of Parks and Recreation, re: for the continued use of CivicRec software, from budgeted funds.

BACKGROUND DETAILS

In the winter of 2018 the Department of Parks and Recreation entered into a contract with CivicRec for registration, membership, rental management and more. The Department of Parks and Recreation request to continue use of CivicRec, a division of CivicPlus, 302 S. 4TH Street, Suite 500, Manhattan, KS 66502, for cloud based recreation management software and support. The original resolution December 3, 2018 #412-18 called for five year with an expiration date of November 30, 2023. The Master Service Agreement (MAS) and Statement of Work (SOW) signed December of 2018 are still valid. Page one of the SOW explain the terms:

2. This SOW shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.

5. The Client's Annual Service Fees agreed upon herein are based on 1.25% of estimated Client processing up to \$3,500,000 of revenue per year through the CivicRec system, not including scholarships or donations ("Predicted \$3,500,000 of revenue per year through the CivicRec Volume"). Starting with the first renewal year of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume (not including donations or scholarships) through the CivicRec system ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicRec will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.

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

We are pleased with the overall performance of CivicRec and wish to continue the relationship. Changing software for a Department of our size is a costly and lengthy process and disruptive to our operations and the participants. We ask for a new resolution using the terms of the SOW.

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

CivicRec a division of CivicPlus

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

1.25% of estimated Client processing up to \$3,500,000 of revenue per year through the CivicRec system, not including scholarships or donations.

DETAILED WORK BEING PERFORMED

Cloud based recreation management software and support.

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

Our yearly fees set at 1.25% of our program revenue. In 2023 we paid \$43,750 for the CivicRec platform. Funds are budgeted for 2024-25 in account No. 208-755- 851-020 for this purpose.

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. 2023 Civic Rec agreement

APPROVED BY



Ted Davis, CPRP, Superintendent of Parks and Recreation

Date: September 13, 2023



Michael Slater, Finance Director

Date: September 15, 2023



Paul Bernier, City Attorney

Date: September 15, 2023

Maureen Miller Brosnan

Date: September 15, 2023

Maureen Miller Brosnan, Mayor



Master Services Agreement

THIS Master Services Agreement ("Agreement") is agreed to by and between CivicPlus, Inc., d/b/a CivicPlus ("CivicPlus") and Livonia, Michigan ("Client") (referred to individually as "Party" and jointly as "Parties") and shall be effective as of the later date of signing indicated at the end of this Agreement ("Effective Date").

RECITALS

- I. **WHEREAS**, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;
- II. **WHEREAS**, Client wishes to engage in a relationship with CivicPlus for such services and/or license for the development and use of proprietary software developed and owned by CivicPlus;
- III. **WHEREAS**, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. This Agreement shall commence on the date set forth below and shall remain in full force and effect during the term of any associated or attached Statement of Work ("SOW") between CivicPlus and Client. This Agreement and any associated or attached SOW will continue under the conditions set forth herein until terminated by either Party as specifically authorized herein.
2. Either Party may terminate this Agreement or any associated SOW at the end of the SOW term by providing the other Party with 60 days' written notice prior to the SOW renewal date.
3. Upon termination of this Agreement or any associated or attached SOW, the licenses granted for such relevant SOW by Section 15, below, will terminate; Client shall cease all use of the CivicPlus Property (as defined herein) associated with the terminated SOW.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, for any reason, prior to payment in full being made by Client for work completed by CivicPlus, any outstanding invoices or future planned billing for the development of Client's chosen government management platform and/or services for work already performed and resources actually committed, as defined in the SOW ("Project Development"), shall immediately become due in full.

Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the SOW in consideration of the fees owed by Client in described in the same SOW. Multiple and successive SOW may be entered into and shall be attached hereto. Such SOWs are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 27.

Invoicing & Payment Terms

6. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet, to be filled out and submitted by Client. Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change. Upon request CivicPlus will mail invoices, and the Client will be charged a \$5.00 convenience fee.
7. Payment is due 45 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
8. If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Services will be discontinued, and the Client website, modules, interfaces or portals will no longer be active until the Client's account is made current. Client will be given 30 days' notice prior to discontinuation of services for non-payment.
9. If the Client requests a change in the timeline set forth and agreed upon at the beginning of the services, and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, consultant fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip. CivicPlus shall notify

MSA Page 1 of 4



Master Services Agreement for Livonia, MI

Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

10. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement ("Customer Content").
11. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
12. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any Project Development.
13. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

Intellectual Property & Ownership

14. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.
15. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in Section 14, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW associated with this Agreement, for the term of the respective SOW.
16. Intentionally omitted.

Client Responsibilities

17. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' personal data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.
20. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and User names. Client will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Client data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any electronic communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
21. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any of the services or CivicPlus Property.



Limitation of Liability

22. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Services Fee paid by Client in the year prior to such claim of liability.
23. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
24. The liabilities limited by Section 22 and 23 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Force Majeure

25. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

26. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Other Documents

27. The following, if applicable, are to be attached to and made part of this Agreement:
 - a. Exhibit A - Statement(s) of Work;
 - b. Service Agreement Sales Forms;
 - c. Service Agreements previously executed between the Parties; and
 - d. Custom Development / Retainer Agreement
28. In the event of conflict with an attachment to this Agreement, this main body of this Agreement will govern. Notwithstanding the foregoing, no SOW or other attachment incorporated into this Agreement after execution of this main body of this Agreement will be construed to amend this main body unless it specifically states its intent to do so and cites the section or sections amended.
29. This Agreement and all attachments hereto sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter.

Interlocal Purchasing Consent

30. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus' sole discretion, this Agreement and any attached SOWs may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

Miscellaneous Provisions

31. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
32. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.
33. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.
34. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.



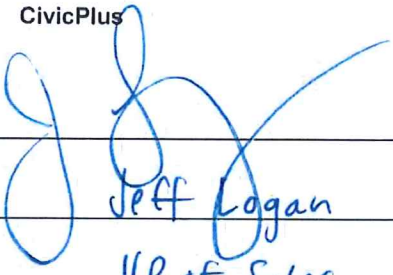
Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client

CivicPlus

By: 

By: 

Name: Dennis K. Wright

Name: Jeff Logan

Title: Mayor

Title: VP of Sales

Date: 12/12/18

Date: 12/6/18

Sign and E-mail the entire contract with exhibits to:

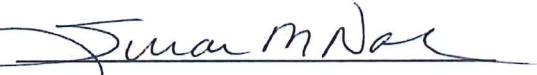
Contracts@CivicPlus.com

Signature pages sent without the entire contract attached will not be accepted. We will e-mail a counter-signed copy of the contract back to you once we begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

By: 

Name: Susan M. Nash

Title: Clerk

Date: 12-13-18

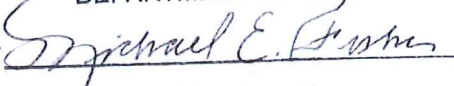
APPROVED


Director of Finance

Pursuant to Resolution # 412-18

Adopted by City Council on 12/13/18

APPROVED AS TO FORM
DEPARTMENT OF LAW

BY 

DATE 12/11/2018



Contact Information

Organization

URL

City of Livonia Department of Parks and Recreation LivoniaParks.org

Street Address 15100 Hubbard

Address 2

City Livonia

State MI

Postal
Code 48154

CivicPlus provides telephone support for all trained clients from 7am - 7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone Tom Murphy 248-787-1710

Emergency Contact & Mobile Phone Amy Walker 313-443-0485

Emergency Contact & Mobile Phone Michelle Koppin 734-765-2731

Billing Contact Ann Cox

E-Mail acox@ci.livonia.mi.us

Phone 734-466-2418

Ext.

Fax 734-466-2679

Billing Address 15100 Hubbard

Address 2

City Livonia

ST MI

Postal
Code 48154

Tax ID # 38-6005820

Sales Tax
Exempt #

Billing Terms Annual

Account
Rep

Info Required on Invoice (PO or Job #)

Contract Contact Edward (Ted) Davis

Email edavis@ci.livonia.mi.us

Phone 734-466-2298

Ext.

Fax 734-466-2679

Project Contact Michelle Koppin

Email mkoppin@ci.livonia.mi.us

Phone 734-466-2918

Ext.

Fax 734-466-2679



Exhibit A.1 - CivicRec Statement of Work

All Quotes are in US Dollars and Valid for 30 Days from November 2, 2018

Project Implementation and Deployment

- Setup of CivicRec Recreation Management Software
- -Project Coordination
- -Branded Public Portal
- -Help Center Access
- -Access to Live Project Support
- -Named Implementation Consultant
- Up to 8 hours virtual consulting
- Up to 8 hours web-based training for up to 6 Client staff members
- 2 Days Onsite Training for up to 12 Client staff members
- Merchant Account Setup with PayPal
- Membership/Passes Import
- Activity/Sessions Import
- First Year Annual Services

\$65,250

Total First Year Fees \$65,250

Second Year and Beyond Annual Services Fees (Includes Subscription, Support and Maintenance)

\$43,750

Billed 12 months from SOW signing

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work (SOW) is hereby attached.
2. This SOW shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The Total First Year Fees shall be invoiced as follows:
 - a. Upon signing of this SOW – one half of the Total First Year Fees;
 - b. The earlier of 6 months from signing or upon completed implementation of the CivicRec Recreation Management Software – the remaining half of the Total First Year Fees.
4. Renewal Term Annual Services Fees shall be invoiced on the date of signature of relevant calendar years beginning with the second year of service.
5. The Client's Annual Services Fees agreed upon herein are based on 1.25% of estimated Client processing up to \$3,500,000 of revenue per year through the CivicRec system, not including scholarships or donations ("Predicted Processing Volume"). Starting with the first renewal year of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume (not including donations or scholarships) through the CivicRec system ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.
6. All amounts owed to CivicPlus hereunder are fully-earned upon provision of the Services Provided, as described in Addendum 1, and are not subject to withholding or off-set in any manner whatsoever, such amounts are non-



Exhibit A.1 - CivicRec SOW for Livonia, MI

refundable upon payment subject only to a clear demonstration of an accounting error. Client expressly acknowledges and agrees that Client is familiar with the proposed Services Provided and CivicPlus' billing process.

7. For the purposes of obtaining merchant account services through CP Pay, Client may utilize the designated merchant account for CivicRec through an integrated partnership with OpenEdge ("CP Pay Merchant"). In the event Client chooses CP Pay Merchant, Client will enter into a merchant account agreement with OpenEdge. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses CP Pay Merchant, CivicPlus will facilitate Client and CP Pay Merchant communication for contracting purposes and shall integrate the CP Pay Merchant account processor at no charge to Client. Client agrees to comply with all terms and conditions of the resulting merchant account agreement and pay all fees required to maintain the services. If Client desires to use an integrated merchant account processor gateway besides the designated CP Pay Merchant, an integration fee will be included in Client's implementation fees. Client agrees to comply with all terms and conditions of the resulting merchant account agreement and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including CP Pay Merchant.
8. When Client uses CP Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CP Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

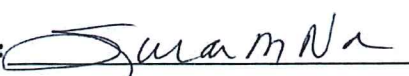
Client

By: 

Name: Dennis K. Wright

Title: Mayor

Date: 12/12/18

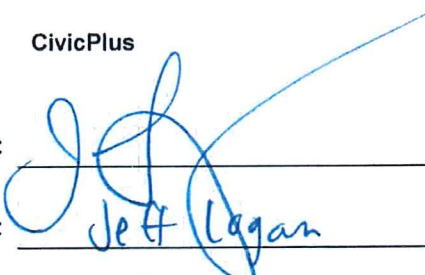
By: 

Name: Susan M. Nash

Title: Clerk

Date: 12-13-18

CivicPlus

By: 

Name: Jeff Logan

Title: VP of Sales

Date: 12/6/18

APPROVED 

V. PD 06.01.2015-0048

Director of Finance

CivicPlus • 302 S. 4th Street, Suite 500 • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

APPROVED AS TO FORM
DEPARTMENT OF LAW

BY 

DATE 12/11/2018



Addendum 1 to Exhibit A.1 – Services Provided

Services provided by CivicPlus to the Client under this agreement include the following:

- Access – CivicPlus hereby grants a nonexclusive license during the term of the Agreement for the Client and patrons of the Client recreational programming to access, use and display CivicPlus' online registration service (the "Portal"). Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 99%. The Portal is accessible via the public Internet from any PC with an Internet connection. There is no limit to the number of organization users and participants that can enroll using the Portal.
- Online Registration – The CivicPlus registration engine through which the Portal is accessed can be integrated with Client's website. CivicPlus will format a registration page to match the colors and theme of the rest of Client's website. Client would then display a link on its own page that would seamlessly redirect the user to a secure page on the CivicPlus server.
- Documentation - All CivicPlus startup and user's guides are maintained electronically in the system and can be accessed through the "Help Center" from within CivicPlus. CivicPlus does not provide paper copies of its guides and help files.
- Data Backups – CivicPlus currently performs backups daily of all of its data (6:00 AM). In case of emergency, CivicPlus may restore data to the point of the previous backup.
- Enhancements – New features will be added to CivicRec throughout the term of this Agreement. Client will have full access to all of these new features without additional charge. Client is also encouraged to submit change requests as they see opportunities for improvement. CivicPlus will attempt to implement any and all changes that improve the value of CivicPlus to all of our Clients at no charge. Notwithstanding the foregoing, all custom work will be estimated and agreed upon in writing by the parties hereto prior to work start.
- Client Support – CivicPlus shall provide an online utility for problem reports and change requests. Client may also reach CivicPlus by phone at 1-800-335-1863 between the hours of 7:00 AM and 7:00 PM Central Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@CivicPlus.com. Non-emergency after-hours support may be subject to additional fees. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. CivicPlus shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement.
- Data – In the event Client no longer wishes to use CivicPlus, CivicPlus will export Client data based on a requested format (in most cases). If the data exporting request is initiated by Client, development will be charged at a \$100 hourly rate. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.

DEPARTMENT OF PARKS & RECREATION

PARKS AND RECREATION
COMMISSION

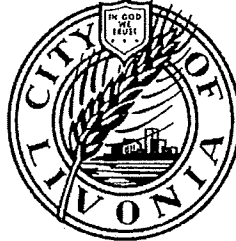
MARK JOHNSON
CHAIRPERSON

PAUL CONDON
KATHERINE JOLLY
CATHY KEVRA
KEVIN SUMERS

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

DENNIS K. WRIGHT
MAYOR

EDWARD DAVIS
SUPERINTENDENT



November 6, 2018

Honorable Council
City of Livonia

Re: Cloud Based Recreation Management Software and Support – Service Agreement

Honorable Members of Council:

The Department of Parks and Recreation respectfully requests Council to approve the Service Agreement with CivicRec, a division of CivicPlus. In 1999, we implemented the use of a computer program for the enrollment and scheduling of activities. In the years since, the needs of the Department have grown as well as the options of Recreation Management Software available. Having used only two previous software solutions during this time, considerable thought and effort has been made prior to this recommendation. The Department has observed multiple demonstrations of other Recreation Management Software and spoken with many references.

A Request for Proposals was placed on MITN on Sept. 18, 2018. Three companies submitted proposals on Oct. 9, 2018. Below is a price comparison of the proposals received. Attached for Council's review is the RFP response from CivicRec.

Year	CivicPlus - CivicRec	PerfectMind	Tyler Technologies
1 - including implementation	\$65,250	\$78,000	\$50,004.00
2	\$43,750	\$39,000	\$27,172.95
3	1.25% of previous year's annual revenue	\$39,000	\$28,531.60
4	1.25% of previous year's annual revenue	\$39,000	\$29,958.18
5	1.25% of previous year's annual revenue	\$39,000	\$31,456.09
Total Cost	\$240,250 (*estimate)	\$234,000	\$167,122.82

An evaluation team from Parks and Recreation and Information Systems reviewed the proposals. It was determined that CivicRec was the best fit for the department. It meets all our required criteria including, Facility Management, Memberships, Activities, POS, League Management and reporting. The advantage of CivicRec over others is the integration with the CivicPlus web-services. Other benefits include an efficient, modern and easy-to-use site. The intuitive public dashboard helps keep families organized with integration in calendars and notifications. Reference checks supported our findings from various departments within Michigan and the United States.

The Department recommends that City Council authorize the Mayor and City Clerk to execute an agreement, commencing in December 2018 for 5 years ending in December 2023 with CivicPlus 302 S. 4th Street, Suite 500 Manhattan, KS 66502. Year one cost of \$65,250, year two cost of \$43,750 and future years costs of 1.25% of the previous year's annual program/membership revenue booked through the system.

Sufficient funds have been allocated in the 2018-2019 budget, account 208.755.851.020.

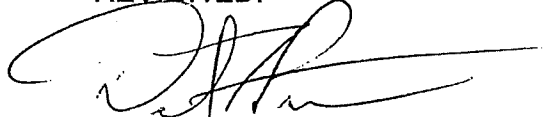
Your consideration of this request is appreciated.

Respectfully submitted:



Edward Davis
Superintendent, Parks and Recreation

REVIEWED:



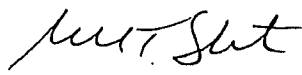
Daniel Putman
Information Systems Director

REVIEWED:



PAUL BERNIER
CITY ATTORNEY

FUNDS ARE AVAILABLE:



MICHAEL T. SLATER
DIRECTOR OF FINANCE

APPROVED FOR SUBMISSION:



DENNIS K. WRIGHT
MAYOR

MLK

pc: City Clerk, Council, Law, Finance, Engineering, Planning, DPS, Parks & Recreation, File

FINANCE AND BUDGET COMMITTEE MEETING
WEDNESDAY, SEPTEMBER 20, 2023

A Finance and Budget Committee meeting was held on Wednesday, September 20, 2023, in the 5th Floor Gallery of City Hall.

Committee Members Present: Scott Bahr, Chair
 Kathleen McIntyre, Vice Chair
 Brandon McCullough, Member

City Officials and Others Present: Jim Jolly, Council President
 Laura Toy, Vice President
 Rob Donovan, Councilmember
 Scott Morgan, Councilmember
 Maureen Miller Brosnan, Mayor
 Lynda Scheel, City Treasurer
 Susan Nash, City Clerk
 Paul Bernier, City Attorney
 Michael Slater, Finance Director
 Linda Gosselin, City Assessor
 Dave Varga, Chief of Staff
 Robert Jennison, Fire Chief

Additional Attendees: Connie Kumpula, Chief Accountant
 Jacob Liberati, Assessing
 Alison Smith, LPS CFO
 Colleen Burton, LPS Board Member
 Karen Bradford, LPS Board Member
 Madeline Acosta, LPS Board Member

1. CR 281-23 RESOLVED, that having considered a communication from the Director of Finance, dated August 31, 2023, approved for submission by the Mayor, the Council does hereby determine to conduct a Finance and Budget Committee Meeting on Wednesday, September 20, 2023, at 7:00 p.m., in the 5th floor Gallery, and a Public Hearing on Wednesday, October 4, 2023, at 7:00 p.m., at the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan, with respect to the annual budget for the fiscal year ending on November 30, 2024; and the City Clerk shall give adequate public notice of said public hearing in accordance with provisions of law and City Charter.

The meeting convened at 7:04 PM and was led by Committee Chair, Scott Bahr.

Jacob Liberati from the Assessing Department reviewed 2023 assessment data.

Following introductory comments by the Mayor, Finance Director Mike Slater walked Councilmembers through the proposed 2023-24 budget, taking questions as we went along.

A few highlights:

- Maintains fund balance of 24% of total expenditures, which exceeds the recommended 16.7%.
- General Fund revenues increased by 6.6%.
- City maintains lowest city tax rate in Wayne County.
- Significant cost increases include wage/benefits, retiree health insurance (+38%, \$1.2M), closed pension plan contributions (\$2.6M), among other things.
- State voter approval of early voting period drives elections costs up \$205K.
- State voter approval of legalized recreational marijuana significantly reduces citation revenue resulting in the need for a contribution to the Court Building Fund for debt service costs.
- Less money available in this budget for capital projects.

The Administration suggested that the City may need to consider new revenue sources to fund capital needs in future years.

The Committee Recommends:

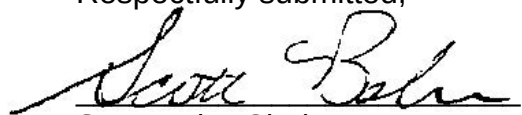
- To receive and place on file the City of Livonia Preliminary Budget Documents for Fiscal Year 2023-2024, received on September 15, 2023.
- To receive and place on file the Supplement to Preliminary Budget 2023-2024 Personnel Worksheets, received on September 15, 2023.

Note: This item will remain in Committee.

The meeting was adjourned at 9:05 PM

This item is to be placed on the **Regular Meeting Agenda of October 16, 2023**

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Scott Bahr", written over a horizontal line.

Scott Bahr, Chair

MEETING: FINANCE AND BUDGET COMMITTEE

DATE: WEDNESDAY, SEPTEMBER 20, 2023

TIME: 7:00 PM

NAME

DEPT OR CONTACT INFO FOR
NOTIFICATIONS*

*PERTAINING TO THE SUBJECT
MATTER OF THIS MEETING

Carmel Budzynski

Kori Milles

Connie

Kara Bradford

LPS

Alison Smith

LPS

Jacob Liberati

Colleen Burton

Livonia Public Schools

Steve Alexander

Dave Varga

city

Kynda Schul

City Treasurer

Susan Nash

City Clerk

**CITY OF LIVONIA
PUBLIC HEARING**

Minutes of Meeting Held on Wednesday, October 4, 2023

A Public Hearing of the Council of the City of Livonia was held at the Livonia City Hall Auditorium on October 4, 2023.

MEMBERS PRESENT: Jim Jolly, President
Laura Toy, Vice President
Rob Donovic
Scott Morgan

MEMBERS ABSENT: Scott Bahr
Kathleen McIntyre
Brandon McCullough

OTHERS PRESENT: Mike Slater, Finance Director
Eric Goldstein, Assistant City Attorney
Sara Kasprovicz, Recording Secretary

The Public Hearing was called to order at 7:05 p.m. with Council President Jim Jolly presiding. This item is regarding the Proposed Budget for the City of Livonia for the Fiscal Year ending November 30, 2024, and the property tax millage proposed to be levied to support the proposed budget. (CR 281-23)

This item will be moved to the Regular Meeting of **October 16, 2023**.

The Public Hearing is now open. There were approximately 2 persons in the audience.

Jolly The Public Hearing is now open. Anybody wishing to speak from the public in regards to this item can now do so. I see no one. Mr. Slater. Do you have any additional information or highlights that you'd like to share with us?

Slater I'll be very brief, as I usually am. Just to recap and into the record. As you know, we've already had the two Committee meetings on this. The first being August 2nd, kind of a pre-budget meeting to get a very broad overview to present to City Council and then get feedback from City Council on any items they wish to address in the budget. And then on September 15th the budget was submitted to Council in accordance with the Charter and on September 20th we held the Finance Committee meeting and spent time going through in more detail various parts of the budget. I don't want to recreate those meetings, but maybe a few key highlights. The budget is balanced. It continues to maintain the lowest tax rates of any city in Wayne County. Our General Fund revenues were very strong, up 6.6%. Unfortunately, some of our expenses were also very large, primarily dealing with legacy costs, but also additional significant

costs for elections in regards to the new State law, body cams and additional funding needed to pay the court building debt service. As you indicated, the intent of the Public Hearing is to hear for the public. So, at this point, I guess we can do that. Just a reminder, the final budget is scheduled for adoption at the Regular meeting of October 16th. With that, I'd be happy to answer any questions.

Jolly Thank you, Mr. Slater. We'll go back to the audience. Last call for anybody wishing to speak on the budget tonight at the Public Hearing. Seeing none, Grant direction from Council.

Donovic Mr. President, I'd like to offer an approving.

Jolly Thank you very much. Is there anything else from the Council in regards to this item? I see none. I'll note Councilmembers Donovic, Morgan, Vice President Toy and myself, Jim Jolly, are here.

Slater Mr. Chair. Just before we close the meeting, that's two resolutions. One to adopt the budget and one to approve the tax rates.

Jolly That's the way I would take it.

Donovic Okay. I'd like to offer an additional approving resolution for the tax rate portion.

Jolly Thank you, Mr. Donovic. We'll note for the record that Mr. Donovic has made a motion to approve the tax rate in the budget. If there is nothing else, we will close the public hearing at 7:08pm. Thank you.

As there were no further questions or comments, the Public Hearing was declared closed at 7:09 p.m.

**PUBLIC HEARING
DIRECTION**

Wednesday, October 4, 2023

Approval of Proposed Budget for the City of Livonia for the Fiscal Year ending November 30, 2024, and the property tax millage proposed to be levied to support the proposed budget. (CR 281-23)

DIRECTION: 1) APPROVING REGULAR

**THIS ITEM IS TO BE PLACED ON THE
AGENDA FOR THE REGULAR MEETING OF OCTOBER 16, 2023**

CC: Council, Mayor, Law



LETTER TO THE LIVONIA CITY COUNCIL

15.

Finance
August 31, 2023

MEETING DATE

Regular Meeting
September 6, 2023

PREPARED BY

DeAnne Bates, Program Supervisor,

AGENDA ITEM

REQUEST TO SCHEDULE A FINANCE AND BUDGET COMMITTEE MEETING AND TO ESTABLISH A PUBLIC HEARING DATE: Department of Finance, re: for the Annual Budget for the fiscal year ending November 30, 2024.

BACKGROUND DETAILS

It is respectfully requested that you call a meeting of the Finance and Budget Committee on Wednesday, September 20, 2023, for the presentation of the annual budget (to be held in the 5th-floor gallery) and establish a Public Hearing on the annual budget for the fiscal year ending on November 30, 2024, to be held on Wednesday, October 4, 2023.

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

It is respectfully requested that you schedule the meeting.

ATTACHMENTS

None

APPROVED BY

Michael Slater, Finance Director

Date: August 31, 2023

Maureen Miller Brosnan, Mayor

Date:

CITY OF LIVONIA

2023 ASSESSMENT DATA



DEPARTMENTAL CORRESPONDENCE

DATE: July 11, 2023
TO: Maureen Miller-Brosnan, Mayor
FROM: Linda Gosselin, Assessor
SUBJECT: 2023 Assessment Year

The March Board of Review has adjourned. Our assessment roll and reports for equalization have been completed and delivered to the Wayne County Assessment and Equalization. The following is a brief overview of what transpired this year:

- The Board of Review had 357 total appeals, including 64 in-person appeals and 293 mail-in appeals. Of the 357 total appeals, 21 applications were for poverty exemption and 200 applications for veteran exemption were granted for total property tax relief.
- The 2023 Ad-Valorem Taxable Values are:
Real: 4,720,892,700 – an overall increase from 2022 of ~6.67%.
Personal: 283,693,600 – an overall decrease from 2022 of ~ 5.62%**
GRAND TOTAL: 5,004,586,300 – an overall increase from 2022 of ~5.89%
- The 2023 Act 198 – IFT Taxable Values are:
Real: 57,367,469 – an overall decrease from 2022 of 10.91%.
Personal: 17,601,500 – an overall decrease from 2022 of 16.86%**
GRAND TOTAL: 74,968,969
- Michigan Inflation Rate Multiplier History
2023: 1.050
2022: 1.033
2021: 1.014
2020: 1.019
2019: 1.024
2018: 1.021
2017: 1.009
2016: 1.003
2015: 1.016
2014: 1.016

***the decrease is due to the small business exemption beginning in 2014 and continuing forward along with the implementation of the Eligible Manufacturing Personal Property exemption beginning in 2016. Starting in 2023 the Small Business Exemption expanded to businesses with a true cash value of 80,000 to 180,000.*

AD VALOREM VALUE TOTALS

REAL PROPERTY:

STATE EQUALIZED VALUE (SEV)			
	2022	2023	% CHANGE
Commercial Real	981,138,430	1,047,688,600	6.78%
Industrial Real	297,651,800	310,902,100	4.45%
Residential Real	4,398,482,880	4,823,351,000	9.66%
TOTALS:	5,677,273,110	6,181,941,700	8.89%

TAXABLE VALUE (TV)			
	2022	2023	% CHANGE
Commercial Real	825,892,117	880,080,095	6.56%
Industrial Real	268,958,917	284,843,135	5.91%
Residential Real	3,330,799,539	3,555,969,470	6.76%
TOTALS:	4,425,650,573	4,720,892,700	6.67%

PERSONAL PROPERTY:

STATE EQUALIZED VALUE (SEV)			
	2022	2023	% CHANGE
Commercial Personal	189,645,300	176,897,500	-6.72%
Industrial Personal	21,870,300	17,366,700	-20.59%
Utility Personal	89,084,500	89,429,400	0.39%
TOTALS:	300,600,100	283,693,600	-5.62%

TAXABLE VALUE (TV)			
	2022	2023	% CHANGE
Commercial Personal	189,645,300	176,897,500	-6.72%
Industrial Personal	21,870,300	17,366,700	-20.59%
Utility Personal	89,084,500	89,429,400	0.39%
TOTALS:	300,600,100	283,693,600	-5.62%

TOTAL AD VALOREM VALUE			
	2022	2023	% CHANGE
STATE EQUALIZED VALUE	5,977,873,210	6,465,635,300	8.16%
TAXABLE VALUE	4,726,250,673	5,004,586,300	5.89%

SPECIAL ACTS TOTALS

REAL PROPERTY:

STATE EQUALIZED VALUE (SEV)			
	2022	2023	% CHANGE
Land Bank Real	97,200	0	-100.00%
I.F.T. Real	68,356,700	57,836,400	-15.39%
Commercial Real	7,823,100	8,254,400	5.51%
TOTALS:	76,277,000	66,090,800	-13.35%

TAXABLE VALUE (TV)			
	2022	2023	% CHANGE
Land Bank Real	83,177	0	-100.00%
I.F.T. Real	64,394,791	57,367,469	-10.91%
Commercial Real	7,499,662	7,800,731	4.01%
TOTALS:	71,977,630	65,168,200	-9.46%

PERSONAL PROPERTY:

STATE EQUALIZED VALUE (SEV)			
	2022	2023	% CHANGE
I.F.T. Personal	21,170,700	17,601,500	-16.86%
TOTALS:	21,170,700	17,601,500	-16.86%

TAXABLE VALUE (TV)			
	2022	2023	% CHANGE
I.F.T. Personal	21,170,700	17,601,500	-16.86%
TOTALS:	21,170,700	17,601,500	-16.86%

TOTAL SPECIAL ACT VALUE			
	2022	2023	% CHANGE
STATE EQUALIZED VALUE	97,447,700	83,692,300	-14.12%
TAXABLE VALUE	93,148,330	82,769,700	-11.14%

**GRAND TOTAL
AD VALOREM & SPECIAL ACTS**

GRAND TOTAL AD VALOREM & SPECIAL ACT VALUE			
	2022	2023	% CHANGE
STATE EQUALIZED VALUE	6,075,320,910	6,549,327,600	7.80%
TAXABLE VALUE	4,819,399,003	5,087,356,000	5.56%

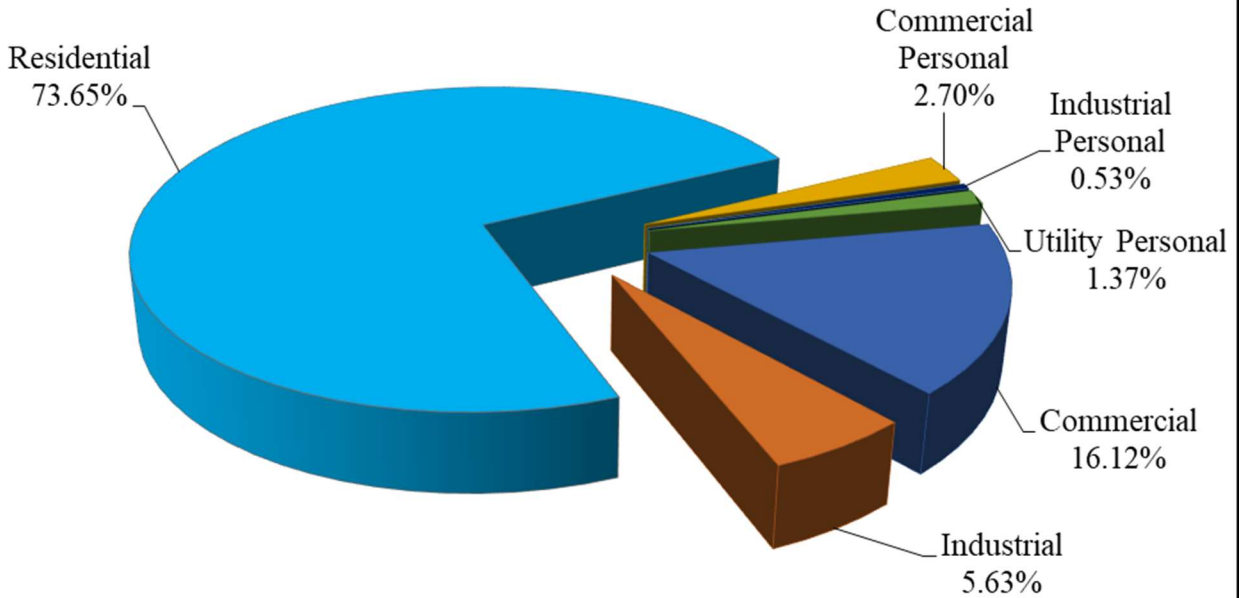
BROWNFIELD TOTALS

BROWNFIELD PARCELS (Included in Ad Valorem Totals)		
	2022	2023
STATE EQUALIZED VALUE	33,470,000	44,029,900
TAXABLE VALUE	30,893,199	41,062,627

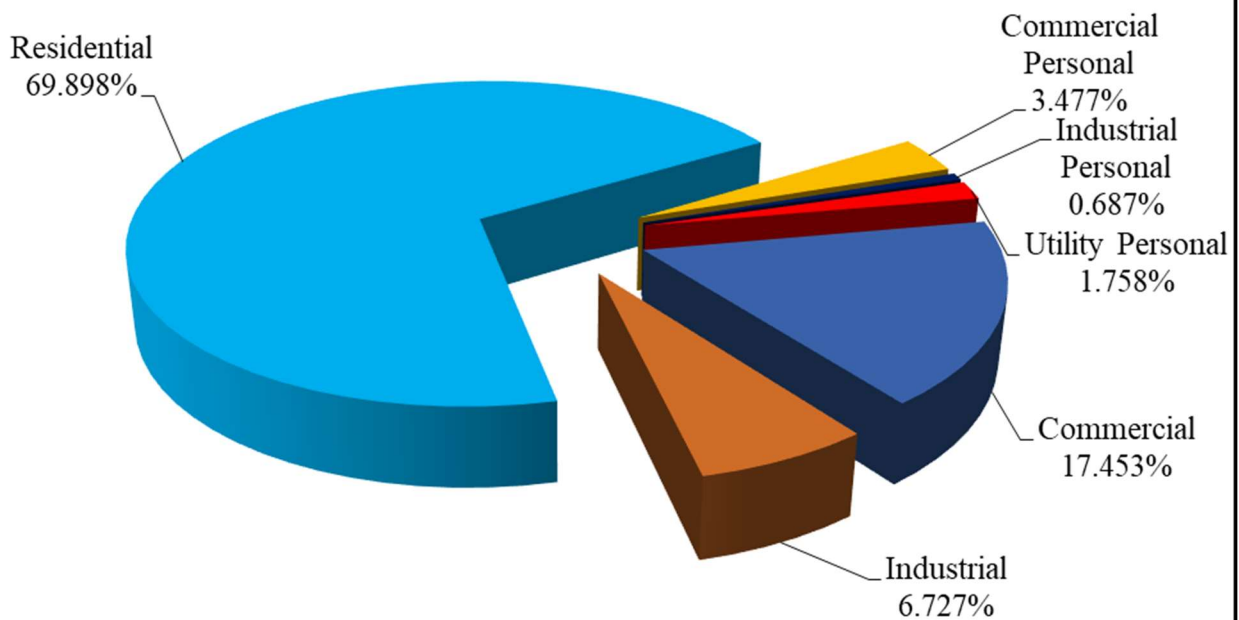
Brownfield Districts

Livonia Marketplace (2008)
Livonia Marketplace II (2017)
Livonia Commons (2015)
Haggerty Square (2019)
Livonia West Commerce Center 2 (2023)

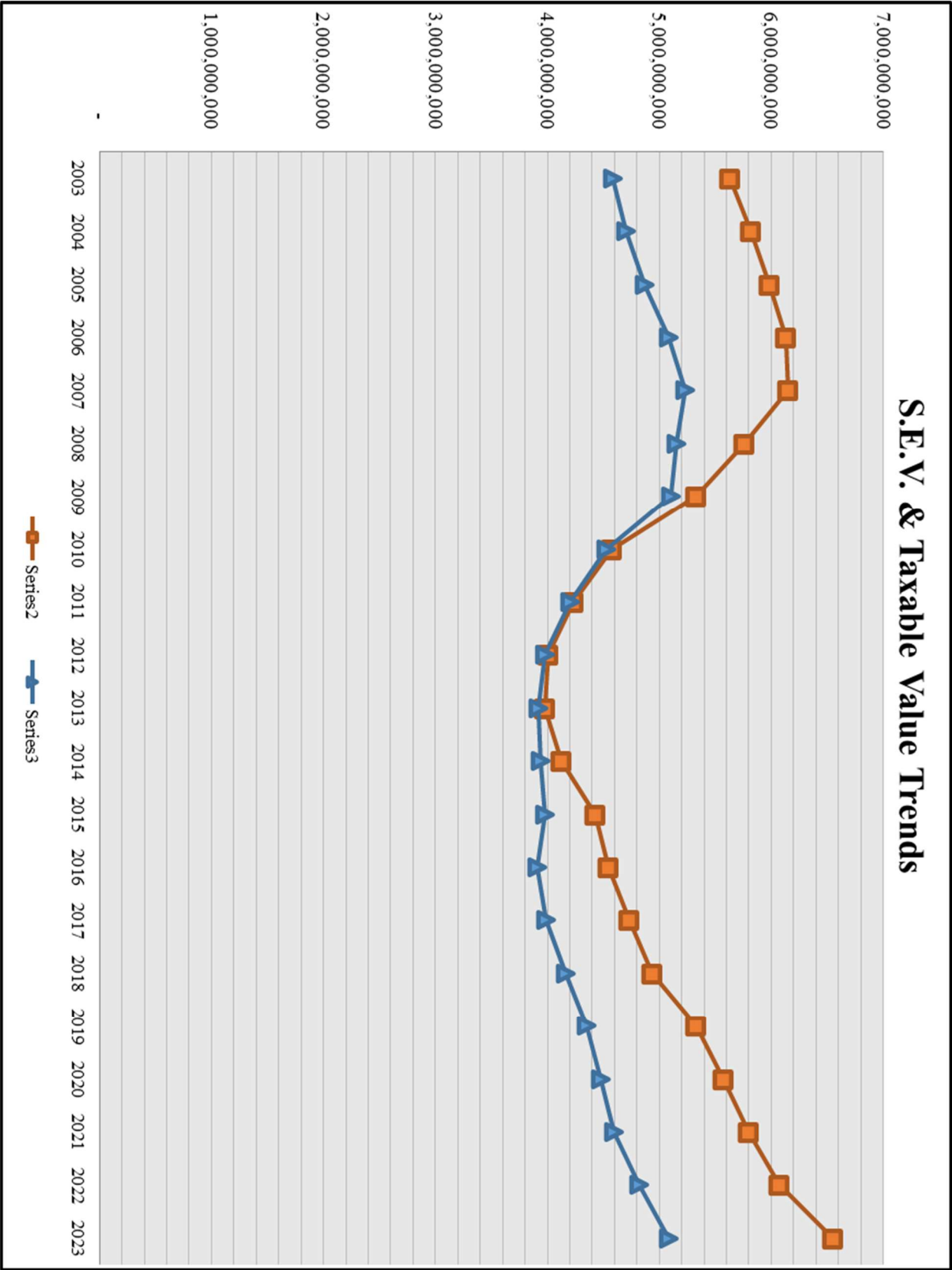
2023 State Equalized Value by Property Class



2023 Taxable Value by Property Class



20 YEAR S.E.V. & TAXABLE VALUE TRENDS



**2023
TAXABLE VALUE
HOMESTEAD vs. NON-HOMESTEAD
RESIDENTIAL PROPERTIES**

**Total Residential Taxable Value:
3,555,969,470**

**Total Residential Parcel Count:
37,925**

**Livonia School District
Taxable Value: 3,376,811,196
Parcel Count: 35,010**

**Homestead Taxable Value:
3,184,418,219 / 94.30%
Parcel Count: 32,314**

**Non-Homestead Taxable Value:
192,392,977 / 5.70%
Parcel Count: 2,696**

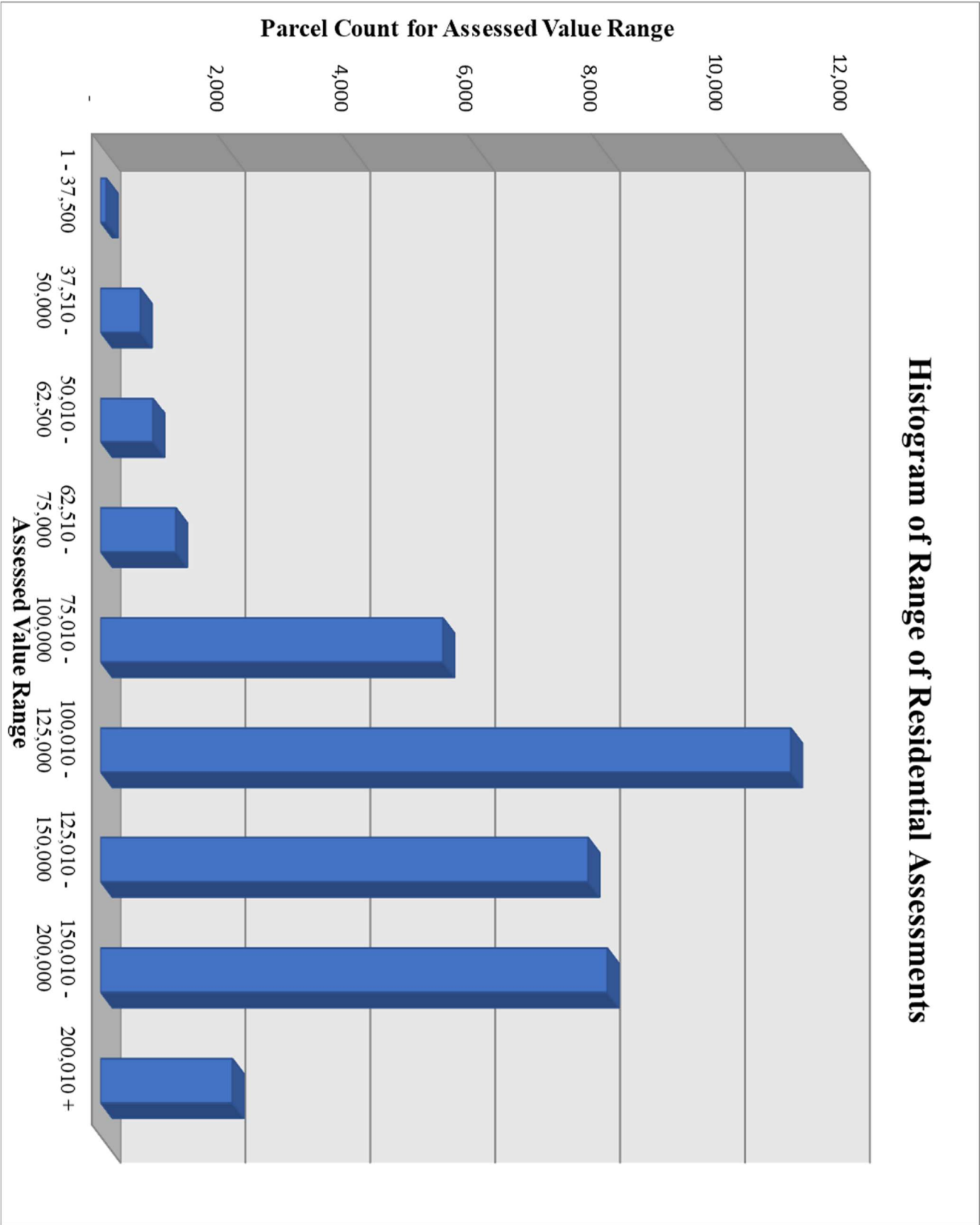
**Clarenceville School District
Taxable Value: 179,158,274
Parcel Count: 2915**

**Homestead Taxable Value:
155,774,232 / 86.95%
Parcel Count: 2,422**

**Non-Homestead Taxable Value:
23,384,042 / 13.05%
Parcel Count: 493**

2023 RANGE OF RESIDENTIAL ASSESSMENTS				
ASSESSED VALUE RANGE	PARCEL COUNT	ASSESSED VALUE	AVG. IMPROVED ASSESSMENT	% OF TOTAL IMPROVED
1 - 37,500				
TOTAL IMPROVED	95	2,538,900	26,725	0.25%
VACANT	516	9,156,600		
TOTAL PARCEL COUNT	611	11,695,500		
37,510 - 50,000				
TOTAL IMPROVED	641	28,074,200	43,798	1.72%
VACANT	37	1,540,500		
TOTAL PARCEL COUNT	678	29,614,700		
50,010 - 62,500				
TOTAL IMPROVED	842	48,198,400	57,243	2.25%
VACANT	3	166,900		
TOTAL PARCEL COUNT	845	48,365,300		
62,510 - 75,000				
TOTAL IMPROVED	1208	83,481,700	69,107	3.23%
VACANT	3	199,800		
TOTAL PARCEL COUNT	1211	83,681,500		
75,010 - 100,000				
TOTAL IMPROVED	5485	496,475,800	90,515	14.68%
VACANT	0	0		
TOTAL PARCEL COUNT	5485	496,475,800		
100,010 - 125,000				
TOTAL IMPROVED	11055	1,239,440,500	112,116	29.59%
VACANT	2	232,300		
TOTAL PARCEL COUNT	11057	1,239,672,800		
125,010 - 150,000				
TOTAL IMPROVED	7809	1,068,101,400	136,778	20.90%
VACANT	0	0		
TOTAL PARCEL COUNT	7809	1,068,101,400		
150,010 - 200,000				
TOTAL IMPROVED	8116	1,382,050,200	170,287	21.72%
VACANT	0	0		
TOTAL PARCEL COUNT	8116	1,382,050,200		
200,010+				
TOTAL IMPROVED	2113	492,597,900	233,127	5.66%
VACANT	0	0		
TOTAL PARCEL COUNT	2113	492,597,900		
TOTAL IMPROVED PARCEL COUNT:			37,364	
AVG. IMPROVED RESIDENTIAL ASSESSED VALUE:			129,562	
AVG. IMPROVED RESIDENTIAL TAXABLE VALUE:			95,523	
ESTIMATED TRUE CASH VALUE:			2023: \$	259,124
			2022: \$	236,700
			2021: \$	223,680

2023 RANGE OF RESIDENTIAL ASSESSMENTS (CONT'D)



2023
TOP 40 AD VALOREM STATE EQUALIZED VALUE

2023 RANK	UNIT NAME	UNIT TYPE	COUNTY	TOTAL AD VALOREM SEV	TOTAL COMM/IND SEV
1	Detroit	City	Wayne	14,738,867,281	7,206,504,977
2	Ann Arbor	City	Washtenaw	9,993,247,000	3,424,471,400
3	Grand Rapids	City	Kent	9,777,992,700	3,158,095,800
4	Troy	City	Oakland	8,138,288,970	2,423,169,470
5	Sterling Heights	City	Macomb	7,310,585,590	1,710,970,300
6	Livonia	City	Wayne	6,465,635,300	1,358,590,700
7	Canton	Township	Wayne	6,417,546,745	1,102,975,500
8	Bloomfield	Township	Oakland	6,084,736,751	451,837,810
9	Macomb	Township	Macomb	5,912,551,730	426,520,440
10	Warren	City	Macomb	5,894,507,162	1,631,959,980
11	Farmington Hills	City	Oakland	5,722,759,540	1,550,808,850
12	West Bloomfield	Township	Oakland	5,709,964,190	495,712,670
13	Shelby	Township	Macomb	5,688,365,210	1,122,081,400
14	Rochester Hills	City	Oakland	5,624,122,950	914,122,450
15	Novi	City	Oakland	5,599,482,760	1,544,515,200
16	Dearborn	City	Wayne	5,181,663,475	1,551,043,200
17	Clinton	Township	Macomb	4,738,914,100	1,224,486,000
18	Royal Oak	City	Oakland	4,487,738,440	833,829,970
19	Southfield	City	Oakland	4,311,490,136	1,676,946,205
20	Birmingham	City	Oakland	4,025,229,690	694,582,280
21	Waterford	Township	Oakland	3,997,709,826	624,141,380
22	Wyoming	City	Kent	3,825,718,000	1,315,823,200
23	Commerce	Township	Oakland	3,474,108,870	495,526,500
24	Lansing	City	Ingham	3,387,199,652	1,283,818,902
25	Kentwood	City	Kent	3,259,356,800	1,424,911,600
26	Pittsfield	Township	Washtenaw	3,126,219,700	1,019,763,900
27	Northville	Township	Wayne	3,109,387,050	346,635,300
28	Georgetown	Township	Ottawa	3,103,452,500	336,022,700
29	Portage	City	Kalamazoo	3,085,542,000	961,488,100
30	Westland	City	Wayne	3,030,919,194	680,214,900
31	Orion	Township	Oakland	2,996,529,900	480,760,550
32	Saint Clair Shores	City	Macomb	2,931,681,753	352,395,200
33	Chesterfield	Township	Macomb	2,758,944,800	513,300,900
34	Independence	Township	Oakland	2,680,294,740	353,654,500
35	Plymouth	Township	Wayne	2,638,075,600	593,587,400
36	Cascade	Township	Kent	2,561,381,200	689,839,300
37	Meridian	Township	Ingham	2,549,094,366	563,468,100
38	Midland	City	Midland	2,543,645,898	836,336,500
39	Kalamazoo	City	Kalamazoo	2,541,917,714	931,589,800
40	Auburn Hills	City	Oakland	2,461,183,320	1,620,954,960

2023 TOP 40 AD VALOREM TAXABLE VALUE

2023 RANK	UNIT NAME	UNIT TYPE	COUNTY	TOTAL AD VALOREM TV	TOTAL AD VALOREM SEV
1	Detroit	City	Wayne	8,095,352,674	14,738,867,281
2	Ann Arbor	City	Washtenaw	7,506,560,375	9,993,247,000
3	Grand Rapids	City	Kent	6,714,879,177	9,777,992,700
4	Troy	City	Oakland	6,194,962,650	8,138,288,970
5	Sterling Heights	City	Macomb	5,313,262,888	7,310,585,590
6	Canton	Township	Wayne	5,166,311,491	6,417,546,745
7	Livonia	City	Wayne	5,004,586,300	6,465,635,300
8	Bloomfield	Township	Oakland	4,790,060,281	6,084,736,751
9	Novi	City	Oakland	4,649,264,350	5,599,482,760
10	Macomb	Township	Macomb	4,619,979,559	5,912,551,730
11	West Bloomfield	Township	Oakland	4,519,681,912	5,709,964,190
12	Rochester Hills	City	Oakland	4,421,012,510	5,624,122,950
13	Shelby	Township	Macomb	4,363,953,211	5,688,365,210
14	Warren	City	Macomb	4,291,062,366	5,894,507,162
15	Farmington Hills	City	Oakland	4,238,124,340	5,722,759,540
16	Dearborn	City	Wayne	3,868,604,250	5,181,663,475
17	Royal Oak	City	Oakland	3,677,757,220	4,487,738,440
18	Clinton	Township	Macomb	3,590,204,735	4,738,914,100
19	Birmingham	City	Oakland	3,193,177,600	4,025,229,690
20	Southfield	City	Oakland	2,981,023,940	4,311,490,136
21	Waterford	Township	Oakland	2,808,220,390	3,997,709,826
22	Wyoming	Township	Kent	2,720,487,513	3,825,718,000
23	Northville	Township	Wayne	2,682,697,518	3,109,387,050
24	Commerce	Township	Oakland	2,672,111,590	3,474,108,870
25	Lansing	City	Ingham	2,642,123,712	3,387,199,652
26	Pittsfield	Township	Washtenaw	2,553,545,058	3,126,219,700
27	Portage	City	Kalamazoo	2,443,656,405	3,085,542,000
28	Kentwood	City	Kent	2,422,828,478	3,259,356,800
29	Georgetown	Township	Ottawa	2,337,611,985	3,103,452,500
30	Orion	Township	Oakland	2,315,368,100	2,996,529,900
31	Midland	City	Midland	2,192,639,297	2,543,645,898
32	Plymouth	Township	Wayne	2,179,640,303	2,638,075,600
33	Chesterfield	Township	Macomb	2,152,607,723	2,758,944,800
34	Westland	City	Wayne	2,149,769,674	3,030,919,194
35	Meridian	Township	Ingham	2,142,121,353	2,549,094,366
36	Independence	Township	Oakland	2,098,540,930	2,680,294,740
37	Auburn Hills	City	Oakland	2,044,597,840	2,461,183,320
38	Cascade	Township	Kent	2,038,822,063	2,561,381,200
39	Saint Clair Shores	City	Macomb	1,998,572,645	2,931,681,753
40	Kalamazoo	City	Kalamazoo	1,940,315,452	2,541,917,714

**2022
LARGEST IMPROVED
RESIDENTIAL SALES**

ADDRESS	SALE DATE	SALE PRICE	SQ/FT	SUBDIVISION
9839 CRANSTON	09/02/22	\$ 663,661	2,913	Rosedale Gardens Sub (New Build)
18351 HEATHERLEA	04/25/22	\$ 662,000	2,502	Caliburn Estates
37159 SEABROOK	04/15/22	\$ 650,000	3,226	Caliburn Estates
35393 CURTIS	05/24/22	\$ 635,000	3,487	Sheffield Estates Site Condos
18672 GARY	09/30/22	\$ 630,000	3,217	Carrington Estates
18790 GARY	07/12/22	\$ 630,000	3,767	Carrington Estates
19086 BOULDER	06/07/22	\$ 614,000	2,976	Boulder Pines Site Condos
34420 FARGO	07/01/22	\$ 605,000	3,007	Fairway Sub
20084 GARY	07/18/22	\$ 601,000	2,998	Windridge Village
19009 VANDERHAVEN	01/12/22	\$ 600,000	3,221	River Pines Site Condos
20653 CHESTNUT CIRCLE	07/15/22	\$ 588,000	3,166	Chestnut Grove Site Condos
19801 GILL	04/13/22	\$ 551,500	2,520	Unplatted. Between 7 & 8 Mile
18315 QUEENSBURY	10/20/22	\$ 550,000	3,181	Caliburn Manor
16611 LAUREL PARK	02/10/22	\$ 550,000	2,657	Laurel Park South Sub
19261 FAIRLANE CT	05/24/22	\$ 540,000	2,467	Cane Woods
19198 FAIRLANE CT	07/26/22	\$ 535,000	2,851	Cane Woods
37912 MASON	05/13/22	\$ 528,000	2,295	Grand Reserve Site Condos
18745 GARY	04/28/22	\$ 528,000	2,874	Carrington Estates
20468 GARY	09/23/22	\$ 520,000	2,836	Windridge Village
19805 GILL	08/17/22	\$ 520,000	4,442	Unplatted. Between 7 & 8 Mile

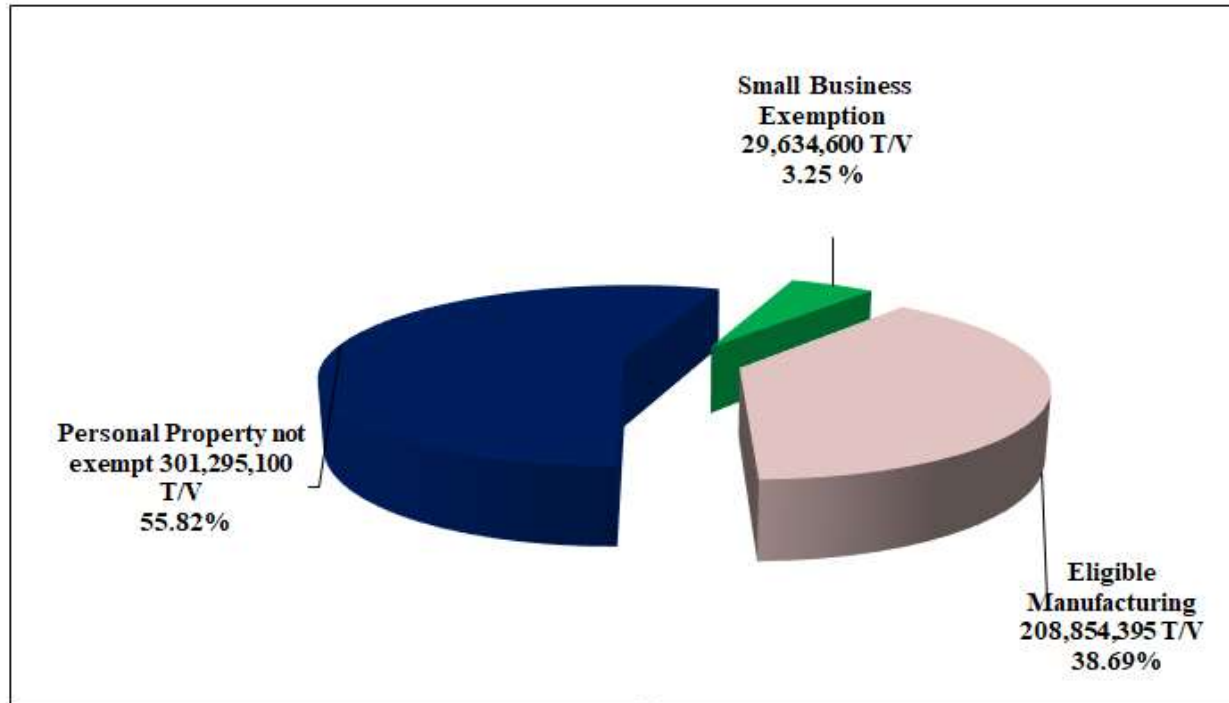
**2022
LARGEST IMPROVED
COMMERCIAL SALES**

ADDRESS	SALE DATE	SALE PRICE	SQ/FT	USE
19200 HAGGERTY	03/31/22	\$ 6,860,000	8,590	Restaurant
32713 SCHOOLCRAFT	07/21/22	\$ 4,620,000	57,207	Office/Warehouse
17920 FARMINGTON	02/14/22	\$ 3,725,000	56,599	Office Medical
38935 ANN ARBOR RD	08/22/22	\$ 3,600,000	36,084	Office
29601 SEVEN MILE	05/26/22	\$ 3,561,064	6,970	Strip Center
39000 PLYMOUTH	06/17/22	\$ 3,400,000	49,659	Office/Warehouse
12661 MIDDLEBELT	04/15/22	\$ 3,300,223	6,054	Retail
31100 PLYMOUTH	04/25/22	\$ 3,300,000	109,174	School
17800 NEWBURGH	06/30/22	\$ 2,800,000	15,031	Office Medical
28300 SCHOOLCRAFT	03/11/22	\$ 2,680,000	24,000	Office

**2022
LARGEST IMPROVED
INDUSTRIAL SALES**

ADDRESS	SALE DATE	SALE PRICE	SQ/FT	USE
13211 MERRIMAN	12/28/22	\$ 11,071,230	150,647	Office/Warehouse
34443 SCHOOLCRAFT	07/21/22	\$ 4,500,000	55,400	Office/Warehouse
35455 VERONICA	07/08/22	\$ 4,000,000	60,440	Office/Warehouse
33900 CONCORD	07/08/22	\$ 3,067,321	48,300	Office/Warehouse
34150 INDUSTRIAL	07/26/22	\$ 2,648,275	32,000	Office/Warehouse
12921 STARK	07/15/22	\$ 2,150,000	19,723	Office/Warehouse
12271 GLOBE	09/08/22	\$ 2,050,000	26,265	Office/Warehouse
30999 INDUSTRIAL	10/03/22	\$ 1,910,000	22,760	Office/Warehouse
34100 INDUSTRIAL	07/21/22	\$ 1,800,000	32,000	Office/Warehouse
30111 SCHOOLCRAFT	11/15/22	\$ 1,500,000	40,602	Office/Warehouse

2023 **Calculation of Small Business and** **Eligible Manufacturing Personal Property** **Reimbursement**



	Personal Property Exemption Loss Taxable Value	Lowest Operating Millage	Estimated State Reimbursement	Actual Amount Received in February	Amount Received in May
2014	9,992,105 x	0.0138878	\$138,768	\$ 138,762.00	\$ -
2015	42,394,820 x	0.0138878	\$588,771	\$ 588,745.00	\$ -
2016	161,148,260 x	0.0138878	\$2,237,995	\$ 3,994,550.33	\$ -
2017	194,170,485 x	0.0138559	\$2,690,407	\$ 4,116,270.55	\$ -
2018	187,585,495 x	0.0138993	\$2,607,307	\$ 2,607,307.08	\$ 1,593,011.30
2019	200,497,025 x	0.0138927	\$2,785,445	\$ 2,788,319.02	\$ 1,829,515.43
2020	205,056,145 x	0.0138878	\$2,847,779	\$ 2,748,915.46	\$ 2,042,168.40
2021	213,555,695 x	0.0138878	\$2,965,819	\$ 2,748,951.46	\$ 2,419,625.73
2022	238,488,995 x	0.0138878	\$3,312,087	\$ 2,974,411.56	\$ 2,872,140.78
2023	238,488,995 x	0.0131780	\$3,142,808		

In 2023, there were 163 EMPP Exemptions granted and 2,779 Small Business Exemption claims.

Of the 2,779 Small Business Exemption claims filed 2,761 were granted.

**2022 WAYNE COUNTY
CITY MILLAGE RATES**

MUNICIPALITY	SCHOOL DISTRICT NAME	TOTAL CITY MILLAGE	HOMESTEAD RATE	NON- HOMESTEAD RATE
LIVONIA	CLARENCEVILLE SCHOOL	13.1780	37.1171	55.1171
LIVONIA	LIVONIA PUBLIC SCHOOL	13.1780	40.8297	58.8297
PLYMOUTH	PLYMOUTH-CANTON COMMUNITY	15.1110	42.5141	60.5141
NORTHVILLE	NORTHVILLE PUBLIC SCHOOL	15.4260	42.8382	60.8382
ROMULUS	ROMULUS COMMUNITY SCHOOL	15.6988	52.6986	68.8690
ROMULUS	WAYNE-WESTLAND COMMUNITY	15.6988	45.0625	62.5423
ROMULUS	WOODHAVEN SCHOOL DISTRICT	15.6988	47.5961	65.5961
GROSSE POINTE FARMS	GROSSE POINTE PUBLIC SCHOOL	16.7155	51.1913	64.8388
GROSSE POINTE	GROSSE POINTE PUBLIC SCHOOL	16.9194	51.3952	65.0427
GROSSE POINTE SHORES VILLAGE	GROSSE POINTE PUBLIC SCHOOL	18.7031	53.1789	66.8264
GROSSE POINTE PARK	GROSSE POINTE PUBLIC SCHOOL	18.9873	53.4631	67.1106
WESTLAND	GARDEN CITY SCHOOL DISTRICT	19.3283	50.5268	68.5268
WESTLAND	LIVONIA PUBLIC SCHOOL	19.3283	47.9749	65.9749
WESTLAND	ROMULUS (INKSTER DEBT)	19.3283	56.2485	72.6070
WESTLAND	ROMULUS COMMUNITY SCHOOL	19.3283	56.3281	72.4985
WESTLAND	TAYLOR (INKSTER DEBT)	19.3283	56.2485	72.6070
WESTLAND	TAYLOR SCHOOL DISTRICT	19.3283	45.5985	63.3987
WESTLAND	WAYNE-WESTLAND COMMUNITY	19.3283	48.6920	66.1718
BELLEVILLE	VAN BUREN PUBLIC SCHOOL	19.9353	47.9541	65.9541
FLATROCK	FLAT ROCK COMMUNITY	19.9847	54.1300	72.1300
FLATROCK	GIBRALTAR SCHOOL DISTRICT	19.9847	50.2245	68.2245
FLATROCK	WOODHAVEN-BROWNSTOWN	19.9847	50.8871	68.8871
ROCKWOOD	GIBRALTAR SCHOOL DISTRICT	20.3113	50.5511	68.5511
LINCOLN PARK	LINCOLN PARK PUBLIC SCHOOL	20.4138	53.0853	71.0853
GIBRALTAR	GIBRALTAR SCHOOL DISTRICT	21.2115	51.4513	69.4513
GROSSE POINTE WOODS	GROSSE POINTE PUBLIC SCHOOL	21.4272	55.9030	69.5505
DEARBORN HEIGHTS	CRESTWOOD SCHOOL DISTRICT	21.9049	48.3353	66.3353
DEARBORN HEIGHTS	DEARBORN CITY SCHOOL	21.9049	50.1049	68.1049
DEARBORN HEIGHTS	DEARBORN HGTS SCH DISTRICT	21.9049	52.8516	70.8516
DEARBORN HEIGHTS	TAYLOR SCHOOL DISTRICT	21.9049	48.1751	65.9753
DEARBORN HEIGHTS	WAYNE-WESTLAND COMMUNITY	21.9049	51.2686	68.7484
DEARBORN HEIGHTS	WESTWOOD COMMUNITY	21.9049	48.8110	66.8110
RIVERVIEW	RIVERVIEW COMMUNITY	22.0600	51.3192	69.3192
WOODHAVEN	GIBRALTAR SCHOOL DISTRICT	22.6371	52.8769	70.8769
WOODHAVEN	WOODHAVEN-BROWNSTOWN	22.6371	53.5395	71.5395
DEARBORN	DEARBORN CITY SCHOOL	22.7000	50.9000	68.9000
DEARBORN	WESTWOOD COMMUNITY	22.7000	49.6061	67.6061
WYANDOTTE	WYANDOTTE CITY SCHOOL	22.7500	53.3982	71.3982
HAMTRAMCK	HAMTRAMCK PUBLIC SCHOOL	23.2395	55.0001	72.4403
ALLEN PARK	ALLEN PARK PUBLIC SCHOOLS	23.7068	59.6270	77.6270
ALLEN PARK	MELVINDALE/ ALLEN PARK	23.7068	47.6270	65.5316
ALLEN PARK	SOUTHGATE COMMUNITY	23.7068	53.4770	71.4770
WAYNE	WAYNE-WESTLAND COMMUNITY	24.3394	53.7031	71.1829
TRENTON	RIVERVIEW COMMUNITY	25.7506	55.0098	73.0098
TRENTON	TRENTON PUBLIC SCHOOL	25.7506	57.6622	75.1008
TAYLOR	TAYLOR SCHOOL DISTRICT	25.8060	52.0762	69.8764
GARDEN CITY	GARDEN CITY SCHOOL DISTRICT	26.0588	57.2573	75.2573
SOUTHGATE	SOUTHGATE COMMUNITY	26.5459	56.3161	74.3161
DETROIT	DETROIT CITY SCHOOL DISTRICT	28.9520	69.5080	86.5510
INKSTER	ROMULUS (INKSTER DEBT)	31.6813	70.5575	86.9160
INKSTER	TAYLOR SCH DIST (INKSTER DEBT)	31.6813	70.5575	86.9160
INKSTER	TAYLOR SCHOOL DISTRICT	31.6813	59.9075	77.7077
INKSTER	WAYNE-WESTLAND (INKSTER DEBT)	31.6813	70.5575	86.9160
INKSTER	WAYNE-WESTLAND COMM SCH	31.6813	63.0010	80.4808
INKSTER	WESTWOOD (INKSTER DEBT)	31.6813	70.5575	86.9160
INKSTER	WESTWOOD COMMUNITY	31.6813	60.5434	78.5434
RIVER ROUGE	RIVER ROUGE CITY SCHOOL	45.1068	84.5270	99.3770
MELVINDALE	MELVINDALE/ ALLEN PARK	47.2892	71.2094	89.1140
HIGHLAND PARK	HIGHLAND PARK CITY SCHOOL	48.2877	70.2377	87.8134
HARPER WOODS	GROSSE POINTE PUBLIC	52.2708	86.7466	100.3941
HARPER WOODS	HARPER WOODS	52.2708	89.1910	107.1910
ECORSE	ECORSE PUBLIC SCHOOLS	65.2669	105.1871	122.9009
ECORSE	RIVER ROUGE CITY SCHOOLS	65.2669	104.6871	119.5371

**2022 WAYNE COUNTY
TOWNSHIP MILLAGE RATES**

MUNICIPALITY	SCHOOL DISTRICT NAME	TOTAL TWP MILLAGE	HOMESTEAD RATE	NON- HOMESTEAD RATE
SUMPTER TOWNSHIP	AIRPORT COMMUNITY SCHOOLS	4.7566	31.4934	49.4934
SUMPTER TOWNSHIP	VAN BUREN PUBLIC SCHOOLS	4.7566	32.7754	50.7754
SUMPTER TOWNSHIP	HURON SCHOOL DISTRICT	4.7566	36.3168	54.3168
SUMPTER TOWNSHIP	LINCOLN CONS SCHOOL	4.7566	36.9325	54.9325
PLYMOUTH TOWNSHIP	PLYMOUTH-CANTON COMM SCH	5.1276	32.5307	50.5307
VAN BUREN TOWNSHIP	VAN BUREN PUBLIC SCHOOLS	7.2463	35.2651	53.2651
VAN BUREN TOWNSHIP	LINCOLN CONSOLIDATED SCHOOLS	7.2463	39.4222	57.4222
NORTHVILLE TOWNSHIP	PLYMOUTH-CANTON COMM SCH	8.3113	35.3839	53.3839
NORTHVILLE TOWNSHIP	NORTHVILLE PUBLIC SCHOOLS	8.3113	35.7235	53.7235
HURON TOWNSHIP	HURON SCHOOL DISTRICT	8.5570	38.4823	56.4823
HURON TOWNSHIP	WOODHAVEN-BROWNSTOWN	8.5570	39.4594	57.4594
HURON TOWNSHIP	FLAT ROCK COMMUNITY SCHOOLS	8.5570	42.7023	60.7023
CANTON TOWNSHIP***	PLYMOUTH-CANTON COMM SCH	12.2909	39.7056	57.7056
CANTON TOWNSHIP***	VAN BUREN PUBLIC SCHOOLS	12.2909	40.1144	58.1144
CANTON TOWNSHIP***	WAYNE-WESTLAND COMM SCH	12.2909	42.0993	59.5791
BROWNSTOWN TOWNSHIP*	TAYLOR SCHOOL DISTRICT	13.9603	39.2356	57.0358
BROWNSTOWN TOWNSHIP*	GIBRALTAR SCHOOL DISTRICT	13.9603	44.2001	62.2001
BROWNSTOWN TOWNSHIP*	WOODHAVEN-BROWNSTOWN	13.9603	44.8627	62.8627
GROSSE ILE TOWNSHIP	GROSSE ILE TOWNSHIP SCHOOLS	15.5378	44.6003	61.8345
REDFORD TOWNSHIP**	CLARENCEVILLE SCHOOL	25.1177	52.9272	70.9272
REDFORD TOWNSHIP**	REDFORD UNION SCHOOL	25.1177	60.6634	78.4673
REDFORD TOWNSHIP**	SOUTH REDFORD SCHOOL	25.1177	62.0134	80.0134

* INCLUDES 10.0000 MILLS FOR SPECIAL ASSESSMENTS (REAL PROPERTY ONLY)

** INCLUDES 9.3000 MILLS FOR SPECIAL ASSESSMENTS (REAL PROPERTY ONLY)

*** INCLUDES 9.4240 MILLS FOR SPECIAL ASSESSMENTS (REAL PROPERTY ONLY)

**2022 TOTAL TAX RATES
FOR CITIES WITHIN WAYNE COUNTY**

MUNICIPALITY	CODE	SCHOOL DISTRICT NAME	TOTAL HOMESTEAD	TOTAL NON-HOMESTEAD
LIVONIA	63090	CLARENCEVILLE SCHOOL	37.1171	55.1171
LIVONIA	82095	LIVONIA PUBLIC SCHOOL	40.8297	58.8297
PLYMOUTH	82100	PLYMOUTH-CANTON COMMUNITY	42.5141	60.5141
NORTHVILLE	82390	NORTHVILLE PUBLIC SCHOOL	42.8382	60.8382
ROMULUS	82160	WAYNE-WESTLAND COMMUNITY	45.0625	62.5423
WESTLAND	82150	TAYLOR SCHOOL DISTRICT	45.5985	63.3987
ROMULUS	82365	WOODHAVEN SCHOOL DISTRICT	47.5961	65.5961
ALLEN PARK	82045	MELVINDALE/N ALLEN PARK	47.6270	65.5316
BELLEVILLE	82430	VAN BUREN PUBLIC SCHOOL	47.9541	65.9541
WESTLAND	82095	LIVONIA PUBLIC SCHOOL	47.9749	65.9749
DEARBORN HEIGHTS	82150	TAYLOR SCHOOL DISTRICT	48.1751	65.9753
DEARBORN HEIGHTS	82230	CRESTWOOD SCHOOL DISTRICT	48.3353	66.3353
WESTLAND	82160	WAYNE-WESTLAND COMMUNITY	48.6920	66.1718
DEARBORN HEIGHTS	82240	WESTWOOD COMMUNITY	48.8110	66.8110
DEARBORN	82240	WESTWOOD COMMUNITY	49.6061	67.6061
DEARBORN HEIGHTS	82030	DEARBORN CITY SCHOOL	50.1049	68.1049
FLATROCK	82290	GIBALTAR SCHOOL DISTRICT	50.2245	68.2245
WESTLAND	82050	GARDEN CITY SCHOOL DISTRICT	50.5268	68.5268
ROCKWOOD	82290	GIBALTAR SCHOOL DISTRICT	50.5511	68.5511
FLATROCK	82365	WOODHAVEN-BROWNSTOWN	50.8871	68.8871
DEARBORN	82030	DEARBORN CITY SCHOOL	50.9000	68.9000
GROSSE POINTE FARMS	82055	GROSSE POINTE PUBLIC SCHOOL	51.1913	64.8388
DEARBORN HEIGHTS	82160	WAYNE-WESTLAND COMMUNITY	51.2686	68.7484
RIVERVIEW	82400	RIVERVIEW COMMUNITY	51.3192	69.3192
GROSSE POINTE	82055	GROSSE POINTE PUBLIC SCHOOL	51.3952	65.0427
GIBALTAR	82290	GIBALTAR SCHOOL DISTRICT	51.4513	69.4513
TAYLOR	82150	TAYLOR SCHOOL DISTRICT	52.0762	69.8764
ROMULUS	82130	ROMULUS COMMUNITY SCHOOL	52.6986	68.8690
DEARBORN HEIGHTS	82040	DEARBORN HGTS SCH DISTRICT	52.8516	70.8516
WOODHAVEN	82290	GIBALTAR SCHOOL DISTRICT	52.8769	70.8769
LINCOLN PARK	82090	LINCOLN PARK PUBLIC SCHOOL	53.0853	71.0853
GROSSE POINTE SHORES VILLAGE	82055	GROSSE POINTE PUBLIC SCHOOL	53.1789	66.8264
WYANDOTTE	82170	WYANDOTTE CITY SCHOOL	53.3982	71.3982
GROSSE POINTE PARK	82055	GROSSE POINTE PUBLIC SCHOOL	53.4631	67.1106
ALLEN PARK	82405	SOUTHGATE COMMUNITY	53.4770	71.4770
WOODHAVEN	82365	WOODHAVEN-BROWNSTOWN	53.5395	71.5395
WAYNE	82160	WAYNE-WESTLAND COMMUNITY	53.7031	71.1829
FLATROCK	82180	FLAT ROCK COMMUNITY	54.1300	72.1300
HAMTRAMCK	82060	HAMTRAMCK PUBLIC SCHOOL	55.0001	72.4403
TRENTON	82400	RIVERVIEW COMMUNITY	55.0098	73.0098
GROSSE POINTE WOODS	82055	GROSSE POINTE PUBLIC SCHOOL	55.9030	69.5505
WESTLAND	82130	ROMULUS (INKSTER DEBT)	56.2485	72.6070
WESTLAND	82150	TAYLOR (INKSTER DEBT)	56.2485	72.6070
SOUTHGATE	82405	SOUTHGATE COMMUNITY	56.3161	74.3161
WESTLAND	82130	ROMULUS COMMUNITY SCHOOL	56.3281	72.4985
GARDEN CITY	82050	GARDEN CITY SCHOOL DISTRICT	57.2573	75.2573
TRENTON	82155	TRENTON PUBLIC SCHOOL	57.6622	75.1008
ALLEN PARK	82020	ALLEN PARK PUBLIC SCHOOLS	59.6270	77.6270
INKSTER	82150	TAYLOR SCHOOL DISTRICT	59.9075	77.7077
INKSTER	82240	WESTWOOD COMMUNITY	60.5434	78.5434
INKSTER	82160	WAYNE-WESTLAND COMM SCH	63.0010	80.4808
DETROIT	82010	DETROIT CITY SCHOOL DISTRICT	69.5080	86.5510
HIGHLAND PARK	82070	HIGHLAND PARK CITY SCHOOL	70.2377	87.8134
INKSTER	82130	ROMULUS (INKSTER DEBT)	70.5575	86.9160
INKSTER	82150	TAYLOR SCH DIST (INKSTER DEBT)	70.5575	86.9160
INKSTER	82160	WAYNE-WESTLAND (INKSTER DEBT)	70.5575	86.9160
INKSTER	82240	WESTWOOD (INKSTER DEBT)	70.5575	86.9160
MELVINDALE	82045	MELVINDALE/ ALLEN PARK	71.2094	89.1140
RIVER ROUGE	82120	RIVER ROUGE CITY SCHOOL	84.5270	99.3770
HARPER WOODS	82055	GROSSE POINTE PUBLIC	86.7466	100.3941
HARPER WOODS	82320	HARPER WOODS	89.1910	107.1910
ECORSE	82120	RIVER ROUGE CITY SCHOOLS	104.6871	119.5371
ECORSE	82250	ECORSE PUBLIC SCHOOLS	105.1871	122.9009

**2022 TOTAL TAX RATES
FOR TOWNSHIPS WITHIN WAYNE COUNTY**

MUNICIPALITY	CODE	SCHOOL DISTRICT NAME	TOTAL HOMESTEAD	TOTAL NON-HOMESTEAD
SUMPTER TOWNSHIP	58020	AIRPORT COMMUNITY SCHOOLS	31.4934	49.4934
PLYMOUTH TOWNSHIP	82100	PLYMOUTH-CANTON COMM SCH	32.5307	50.5307
SUMPTER TOWNSHIP	82430	VAN BUREN PUBLIC SCHOOLS	32.7754	50.7754
VAN BUREN TOWNSHIP	82430	VAN BUREN PUBLIC SCHOOLS	35.2651	53.2651
NORTHVILLE TOWNSHIP	82100	PLYMOUTH-CANTON COMM SCH	35.3839	53.3839
NORTHVILLE TOWNSHIP	82390	NORTHVILLE PUBLIC SCHOOLS	35.7235	53.7235
SUMPTER TOWNSHIP	82340	HURON SCHOOL DISTRICT	36.3168	54.3168
SUMPTER TOWNSHIP	81070	LINCOLN CONS SCHOOL	36.9325	54.9325
HURON TOWNSHIP	82340	HURON SCHOOL DISTRICT	38.4823	56.4823
BROWNSTOWN TOWNSHIP*	82150	TAYLOR SCHOOL DISTRICT	39.2356	57.0358
VAN BUREN TOWNSHIP	81070	LINCOLN CONSOLIDATED SCHOOLS	39.4222	57.4222
HURON TOWNSHIP	82365	WOODHAVEN-BROWNSTOWN	39.4594	57.4594
CANTON TOWNSHIP***	82100	PLYMOUTH-CANTON COMM SCH	39.7056	57.7056
CANTON TOWNSHIP***	82430	VAN BUREN PUBLIC SCHOOLS	40.1144	58.1144
CANTON TOWNSHIP***	82160	WAYNE-WESTLAND COMM SCH	42.0993	59.5791
HURON TOWNSHIP	82180	FLAT ROCK COMMUNITY SCHOOLS	42.7023	60.7023
BROWNSTOWN TOWNSHIP*	82290	GIBALTAR SCHOOL DISTRICT	44.2001	62.2001
GROSSE ILE TOWNSHIP	82300	GROSSE ILE TOWNSHIP SCHOOLS	44.6003	61.8345
BROWNSTOWN TOWNSHIP*	82365	WOODHAVEN-BROWNSTOWN	44.8627	62.8627
REDFORD TOWNSHIP**	63090	CLARENCEVILLE SCHOOL	52.9272	70.9272
REDFORD TOWNSHIP**	82110	REDFORD UNION SCHOOL	60.6634	78.4673
REDFORD TOWNSHIP**	82140	SOUTH REDFORD SCHOOL	62.0134	80.0134

* INCLUDES 10.0000 MILLS FOR SPECIAL ASSESSMENTS (REAL PROPERTY ONLY)

** INCLUDES 9.3000 MILLS FOR SPECIAL ASSESSMENTS (REAL PROPERTY ONLY)

*** INCLUDES 9.4240 MILLS FOR SPECIAL ASSESSMENTS (REAL PROPERTY ONLY)

2023 CITY OF LIVONIA

25 LARGEST TAXPAYERS

	TAXABLE VALUE REAL	TAXABLE VALUE PERSONAL	TAXABLE VALUE TOTAL	TAXES AT VARIOUS 2022 MILLAGE RATES
ASHLEY CAPITAL	49,268,673		49,268,673	\$ 2,948,367.21
**ACT 198	1,832,040		1,832,040	\$ 55,984.03
			TOTAL 51,100,713	\$ 3,004,351.23
DTE ELECTRIC CO.	1,522,043	43,712,400	45,234,443	\$ 2,652,829.57
CONSUMERS ENERGY CO.	3,599,296	40,395,600	43,994,896	\$ 2,563,467.15
SCHOSTAK BROTHERS	33,006,542	426,900	33,433,442	\$ 1,977,700.15
FORD MOTOR COMPANY	24,864,239	43,700	24,907,939	\$ 1,464,505.58
**ACT 198		0	0	\$ -
			TOTAL 24,907,939	\$ 1,464,505.58
AMAZON	2,168,800	7,659,400	9,828,200	\$ 505,888.46
**ACT 198	20,956,100	5,133,900	26,090,000	\$ 797,992.70
			TOTAL 35,918,200	\$ 1,303,881.16
ARC - Victor Pkwy Office	15,508,058		15,508,058	\$ 912,334.40
DEMBS-ROTH INDUSTRIAL DEV	14,419,864		14,419,864	\$ 858,660.36
MILLENNIUM LIVONIA LLC - Retail/Restaurants	13,778,193		13,778,193	\$ 810,566.96
COLLEGE PARK-SCHOOLCRAFT	13,575,484		13,575,484	\$ 798,641.65
RNDC-NWS LLC	1,599,000		1,599,000	\$ 97,266.69
**ACT 198	15,579,145	9,819,500	25,398,645	\$ 677,204.18
Wine Distributor			TOTAL 26,997,645	\$ 774,470.87
T - MOBILE/ SPRINT	168,200	15,477,600	15,645,800	\$ 760,606.32
HAGGERTY GROUP - Retail & Appts.	12,252,904		12,252,904	\$ 720,834.67
AURORA LLC - Industrial Investment	11,629,950	15,900	11,645,850	\$ 707,231.56
COMERICA	11,504,656		11,504,656	\$ 676,815.46
WAL-MART	9,921,504	1,703,000	11,624,504	\$ 655,031.29
UNIVERSAL PROP SMC LIVONIA	10,878,240		10,878,240	\$ 639,963.60
COSTCO WHOLESALE	8,162,496	2,647,800	10,810,296	\$ 604,192.87
ALETHA B. PHIPPS - Senior Appts.	9,688,705	688,300	10,377,005	\$ 603,593.09
LIVONIA ESTATES LTD	9,765,910		9,765,910	\$ 594,057.38
ROUSH CORPORATION	8,876,818	800,200	9,677,018	\$ 567,045.47
MARRIOTT HOTEL	8,531,365	668,700	9,200,065	\$ 533,212.66
PARAGON PROPERTIES IND DEV	8,976,659		8,976,659	\$ 531,238.80
QUAKERTOWN CAMBRIDGE	8,451,824		8,451,824	\$ 497,218.27
KELSEY-HAYES (TRW)	7,940,165		7,940,165	\$ 482,997.85
TOTALS:	338,426,873	129,192,900	467,619,773	\$ 25,695,448.38

2022 AD VALOREM CITY MILLAGE	13.1780	\$5,459,633
2022 ACT 198 CITY MILLAGE	6.5890	\$351,330
TOTAL ESTIMATED CITY TAX DOLLARS		\$5,810,963

**PLYMOUTH ROAD DEVELOPMENT AUTHORITY
(P.R.D.A)
1994 - 2023 RECAPTURE**

	<u>1994 Parcel Count</u>	<u>1994 Assessed Value</u>	<u>2023 Parcel Count</u>	<u>2023 Taxable Value</u>
Real Property	578	251,784,070	560	314,557,012
Personal Property	893	178,771,840	749	67,861,700
Act 198				
Real Property	7	11,052,250	6	25,586,540
Personal Property	19	257,281,050	11	5,693,300
Act 255				
Real Property	<u>1</u>	<u>2,458,180</u>	<u>0</u>	<u>0</u>
Totals	1498	701,347,390	1,342	413,701,552

**Amount of Captured Taxable Value for 2023:
- 287,645,838**

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

RESOLVED, that having considered the report and recommendation of the Finance, Budget and Technology Committee dated March 13, 2012, submitted pursuant to Council Resolution 171-05 regarding the subject of miscellaneous budget issues, the Council hereby refers the subject of Advance Budget Reviews to the Finance, Budget and Technology Committee for its report and recommendation.

On a motion by Kritzman, seconded by McCann, a motion was made to substitute the following resolution in lieu of the foregoing:

RESOLVED, that having considered the report and recommendation of the Finance, Budget and Technology Committee dated March 13, 2012, submitted pursuant to Council Resolution 171-05 regarding the subject of miscellaneous budget issues, the Council does hereby refer the subject matter of the Council's specific duties as they pertain to preparation of the City's Budget to the Finance, Budget and Technology Committee for its report and recommendation.

A roll call vote was then taken on the motion to substitute with the following result:

AYES: Pastor, McCann, and Kritzman.

NAYS: Brosnan, Laura, Robinson, and Toy.

The President declared the substitute motion failed for lack of support.

A roll call vote was then taken on the original resolution by Robinson, seconded by Laura, as follows:

BUDGET –
General
Subject of Advance
Budget Reviews.
(Refer to the
Finance, Budget
and Technology
Committee for its
report and
recommendation)

#161-12 RESOLVED, that having considered the report and recommendation of the Finance, Budget and Technology Committee dated March 13, 2012, submitted pursuant to Council Resolution 171-05 regarding the subject of miscellaneous budget issues, the Council hereby refers the subject of Advance Budget Reviews to the Finance, Budget and Technology Committee for its report and recommendation.

with the following result:

AYES: Brosnan, Laura, Robinson, and Toy.

NAYS: Kritzman, McCann, and Pastor.

The President declared the resolution adopted.

UNFINISHED BUSINESS AGENDA ITEMS (Regular Meeting of April 4, 2012)
--

Motion by: Robinson

Seconded by: Laura

ROLL CALL:

Ayes: Brosnan, Laura, Robinson, and Toy

Nays: Kritzman, McCann and Pastor

Absent: None

**COMMITTEE OF THE WHOLE MEETING
WEDNESDAY, OCTOBER 4, 2023
7:30PM**

A Committee of the Whole meeting was held on Wednesday, October 4, 2023, at Livonia City Hall in the Council Chambers.

Committee Members Present: Jim Jolly, City Council President
Laura Toy, Council Vice President
Rob Gjonaj Donovic
Kathleen McIntyre
Scott Morgan

Committee Members Absent: Scott Bahr
Brandon McCullough

City Officials Present: Maureen Miller Brosnan, Mayor
Lynda Scheel, City Treasurer
Eric Goldstein, Assistant City Attorney
Mike Slater, Finance Director
Ted Davis, Superintendent, Parks and Recreation
Jacob Rushlow, Assistant Director, DPW

Additional attendees: See attached.

1. **CR 268-23** The subject matter of the new Senior Citizen Center.

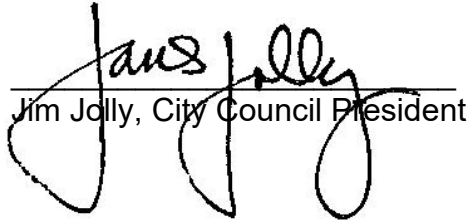
The meeting convened at 7:30 PM

The Administration presented an update on funding to facilitate the New Senior Center Construction, noting the County could potentially fund \$8 million towards the project.

The meeting adjourned at 8:29 PM.

Note: This item will remain in Committee.

This item is to be placed on the **Regular Meeting Agenda of October 16, 2023**



Jim Jolly, City Council President



LETTER TO THE LIVONIA CITY COUNCIL

1.

Council Office
September 18, 2023

MEETING DATE

COW100423/R101623

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

The subject matter of the new Senior Citizen Center. (CR 268-23)

BACKGROUND DETAILS

To discuss the subject matter of the new Senior Citizen Center. (CR 268-23)

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

To report the discussion at the Regular Meeting of October 16, 2023.

ATTACHMENTS

1. R090623 Subject matter of New Senior Citizen Center to COW CR 268-23

APPROVED BY

Regular Meeting Minutes of September 6, 2023

On a motion by Vice President Toy, seconded by Councilmember Donovic, and unanimously adopted, it was:

#268-23 RESOLVED, that upon the motion by Council Vice President Laura Toy, seconded by Councilmember Rob Donovic, at the Regular Meeting held September 6, 2023, the Council does hereby refer the subject matter of the new Senior Citizen Center to the Committee of the Whole for its report and recommendation.

<i>RESOLUTION REQUESTED BY COUNCIL VICE PRESIDENT LAURA TOY Regular Meeting of September 6, 2023)</i>
--

Motion:	Toy
Second:	Donovic
Ayes:	McCullough, McIntyre, Toy, Bahr, Donovic, Morgan, Jolly
Nays:	None
Absent:	None

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD OCTOBER 2, 2023**

Meeting was called to order at 8:50 p.m. by Council President Jim Jolly. Present: Rob Donovic, Scott Morgan, Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, 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 Ted Davis, Superintendent of Parks and Recreation.

Councilmember Donovic led the Pledge of Allegiance.

2. BLOCK PARTY: Visar Gjetag, re: to be held on Tuesday, October 31, 2023, from 4:00 p.m. until 10:00 p.m. on Mallory Drive, between Six Mile and Newburgh Roads.

The petitioner was not available to present the request to Council.

Councilmember Donovic offered an approving motion for the Regular agenda.

DIRECTION:

APPROVAL

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

2.

Council Office
September 13, 2023

MEETING DATE

S100223/R101623

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

BLOCK PARTY: Visar Gjetag, re: to be held on Tuesday, October 31, 2023, from 4:00 p.m. until 10:00 p.m. on Mallory Drive, between Six Mile and Newburgh Roads.

BACKGROUND DETAILS

Block party request from Visar Gjetag, on Tuesday, October 31, 2023, from 4:00 p.m. until 10:00 p.m. on Mallory Drive, between Six Mile Road and Newburgh Road.

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. S100223 Block Party Visar Gjetaj 10-31-23

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: September 13, 2023 Date to appear at a Council Meeting: October 2, 2023 Study meeting of

Name of Neighborhood Representative: Visar Gjetaj

Address (please include zip code): 37190 Mallory Drive

Telephone Number with area code: Home: 248-912-2654 Office: _____

Email: gjetajv@hotmail.com

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

<u>Oct 31, 2023</u>	<u>None</u>	<u>4p-10p</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).

On Mallory Drive, between Six Mile and Newburgh Roads.

Type of Event: Briefly (Describe activities planned. Music, barbecue, games, etc.) Trick or treating

How many barricades are you requesting (max. 10)? 8

Approximate Number Attending: 50

Date of Council Approval/Denial: _____

Council Resolution Number: _____

From: [Dennis Miller](#)
To: [Kasprowicz, Sara](#)
Cc: [Jacob Rilett](#)
Subject: Former Burger King on Plymouth Road- Outstanding Bills
Date: Wednesday, October 4, 2023 1:55:45 PM
Attachments: [image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)

Hit Sara,

Please find attached paid bills for lawnmowing and weed cutting at our site on Plymouth & Wayne Road.

Let us know if you need anything else. Thank-you!

Dennis Miller
DMC Real Estate Advisors
2600 W Big Beaver, Suite 410
Troy, MI 48084
Cell: 248-342-1426
dennismiller@mkiezi.com

From: Salvador Elias <salvador.elias@eymgroup.com>
Sent: Wednesday, October 4, 2023 1:47 PM
To: Dennis Miller <dennismiller@mkiezi.com>
Cc: Jacob Rilett <JRilett@manniksmithgroup.com>
Subject: RE: Personal Property tax

Dennis,

FYI



Salvador Elias
Legal, EYM Group
214-819-3800
X 132 | 214-819-3802
www.eymgroup.com
4925 N.O'Connor Road #200 Irving TX 75038





Treasurer's Office
City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

TREASURERS OFFICE
W- 0000010307

INVOICE DATE: 09/25/23
DUE DATE: 10/25/23

CUTTING INQUIRIES CALL: 734-466-2588
PAYMENT INQUIRIES CALL: 734-466-2237

141 99 0007 000

EYM KING OF MICHIGAN, LLC
4925 N O'CONNOR, SUITE 200
IRVING TX 75038

**Penalty of 10% will apply if
collected as part of the tax bill.**

DESCRIPTION	AMOUNT
WEED CUTTING SERVICE DATE: 09/10/23	128.00
PAID OCT 04 2023 TREASURER'S OFFICE CITY OF LIVONIA	
TOTAL INVOICE	128.00

SERVICE ADDRESS
28203 PLYMOUTH

BILLING FOR WEED MOWING AND/OR REMOVAL OF
RUBBISH AND DEBRIS PERFORMED IN ACCORDANCE
WITH CITY OF LIVONIA CODE OF ORDINANCE #1688
SECTION 8.40.060, 8.40.070 AND 8.40.080.

Please make checks payable to City of Livonia
RETAIN THIS PORTION FOR YOUR RECORDS



Treasurer's Office
City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

TREASURERS OFFICE
W- 0000010308

INVOICE DATE: 09/25/23
DUE DATE: 10/25/23

CUTTING INQUIRIES CALL: 734-466-2588
PAYMENT INQUIRIES CALL: 734-466-2237

130 01 0009 004

EYM KING OF MICHIGAN, LLC
4925 N O'CONNOR, SUITE 200
IRVING TX 75038

**Penalty of 10% will apply if
collected as part of the tax bill.**

DESCRIPTION	AMOUNT
WEED CUTTING SERVICE DATE: 09/10/23	152.00
PAID OCT 04 2023 TREASURER'S OFFICE CITY OF LIVONIA	
TOTAL INVOICE	152.00

SERVICE ADDRESS
34835 PLYMOUTH

BILLING FOR WEED MOWING AND/OR REMOVAL OF
RUBBISH AND DEBRIS PERFORMED IN ACCORDANCE
WITH CITY OF LIVONIA CODE OF ORDINANCE #1688
SECTION 8.40.060, 8.40.070 AND 8.40.080.

Please make checks payable to City of Livonia
RETAIN THIS PORTION FOR YOUR RECORDS

From: [Jacob Rilett](#)
To: [Kasprowicz, Sara](#)
Subject: Personal Property tax
Date: Tuesday, October 3, 2023 1:04:41 PM
Attachments: [City of Livonia Treasurer MI Order Receipt.msg](#)

Attached is the receipt for the property tax payment for Plymouth. We are taking care of the lawnmowing fee today as well

Jake Rilett
Project Engineer
The Mannik & Smith Group, Inc.
607 Shelby St, Suite 300
Detroit, MI 48226
[313-961-9500 ext. 1021](#)

From: [No Reply - City of Livonia Treasurer MI](#)
To: [KING-PP-3995-11 Alvarado](#)
Subject: City of Livonia Treasurer, MI :: Order Receipt
Date: Tuesday, October 3, 2023 12:51:20 PM

Caution: This is an external email and may be malicious. Please take care when clicking links or opening attachments.



Hello KING-PP-3995-11

Order Confirmation #143525641

Your payment of \$1999.31 to City of Livonia Treasurer, MI has been processed on October 3, 2023.

Reference #	Installment	Amount
999 00 1060 000	Amount Due	\$1,996.31
Processing Fees:		\$3.00
Total:		\$1,999.31

Payment Method: **** *629 (echeck)

If you have questions regarding your account, please contact City of Livonia Treasurer, MI.

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Thank you,
City of Livonia Treasurer, MI
734-466-2200
support@pointandpay.com

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From: [Scheel, Lynda L.](#)
To: [Kasprowicz, Sara](#)
Subject: Item #7 on Regular Agenda
Date: Monday, October 2, 2023 12:08:46 PM
Attachments: [34835 Plymouth 2023 Summer PP tax bill for Oct 2023.pdf](#)

Hi Sara,

Attached please find the updated tax bill (\$1,996.31) due for the property at 34835 Plymouth Road which is Item #7 on the Regular Agenda. Could you please add this as new data for the meeting tonight, letting all parties know.

Please let me know if you have any questions.

Thank you,
Lynda

Lynda L. Scheel, CPFA, CPFIM, MiCPT
City Treasurer
City of Livonia | Treasurer's Office
(734) 466-2244
lscheel@livonia.gov

From: [Reece, Stephanie](#)
To: [Kasprowicz, Sara](#)
Cc: [Taormina, Mark](#); [Miller, Scott](#)
Subject: FW: Express Wash Plymouth Rd updated plans.
Date: Monday, September 25, 2023 9:16:11 AM
Attachments: [401.20230286 SITE PLAN APPROVAL.pdf](#)
[2300286 Site Plan-VAC DETAIL.pdf](#)

Good Morning Sara,

See the information below regarding the petition.

Steph

Stephanie Reece
Program Supervisor
City of Livonia | Planning Department
(734) 466-2288
SReece@livonia.gov

From: Miller, Scott <smiller@livonia.gov>
Sent: Monday, September 25, 2023 9:14 AM
To: Reece, Stephanie <SReece@livonia.gov>
Cc: Taormina, Mark <mtaormina@livonia.gov>
Subject: FW: Express Wash Plymouth Rd updated plans.

Please forward this to Council.

Scott Miller
Planner IV
City of Livonia | Planning Department
(734) 466-2296
smiller@livonia.gov

From: Jacob Rilett <JRilett@manniksmithgroup.com>
Sent: Friday, September 22, 2023 2:19 PM
To: Miller, Scott <smiller@livonia.gov>
Cc: 'Dennis Miller' <dennismiller@mkiezi.com>
Subject: Express Wash Plymouth Rd updated plans.

Scott,

Attached is the site plan set with the comments from the 9/18 City council Study meeting addressed ahead of the 10/2 Council meeting. I've also attached a separate sheet of the site plan with the Vac

unit detail shown that includes the fixed trash can that is mounted to each unit to dispel the concerns that were brought up about having freestanding trash cans at the Vac stalls. Let me know if you have any staff review comments on this ahead of the 10/2 meeting. We also spoke with Wayne County Traffic Department regarding the concerns that were brought up about potentially restricting the Wayne road exit to be right turn only and Wayne County had no objections to allowing the standard, both direction exit to remain.

We are also hoping to receive staff report comments for the Farmington rd express wash site ASAP to get those addressed as well. Thanks!

Jake Rilett

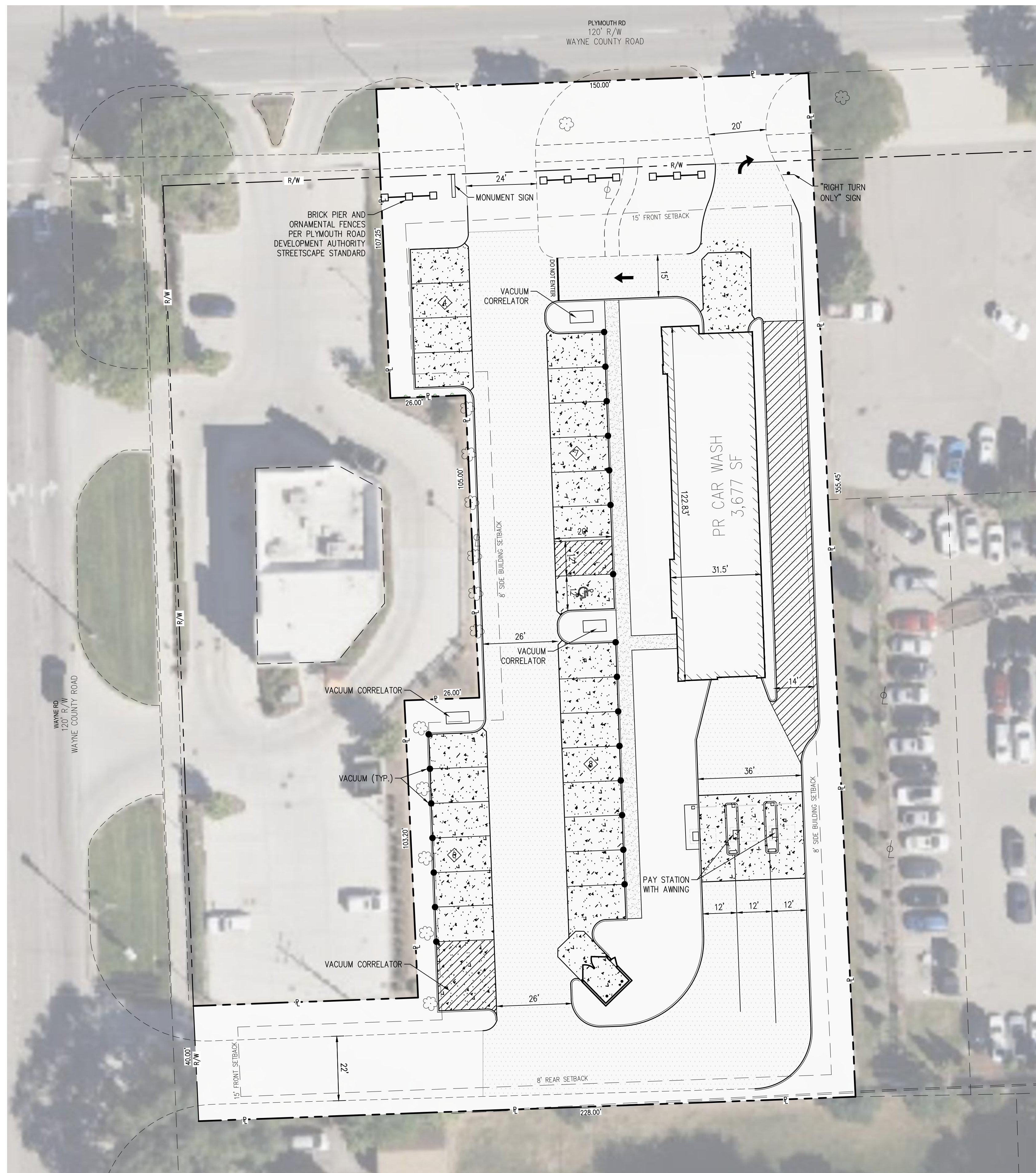
Project Engineer

The Mannik & Smith Group, Inc.

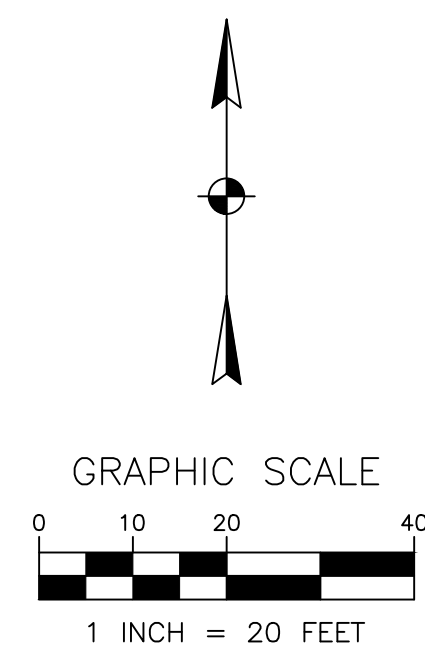
607 Shelby St, Suite 300

Detroit, MI 48226

313-961-9500 ext. 1021



- ## NOTES
1. SEE PHOTOMETRIC PLAN FOR LIGHT POLE LOCATIONS
 2. ALL PARKING SPACES SHALL BE SINGLE STRIPED WITH FOUR-INCH WIDE STRIPES PER THE STANDARDS IN THE MICHIGAN MANUAL OF UNIFORM TRAFFIC DEVICES.
 3. VACUUMS TO SHUT OFF DAILY AT CLOSE OF BUSINESS.



LEGEND

	PR R		EX PROPERTY LINE
	R/W		EX RIGHT-OF-WAY LINE
			PARKING COUNT
			PR ASPHALT PAVEMENT
			PR CONCRETE PAVEMENT
			PR CONCRETE SIDEWALK
			PR DIRECTIONAL SIGN

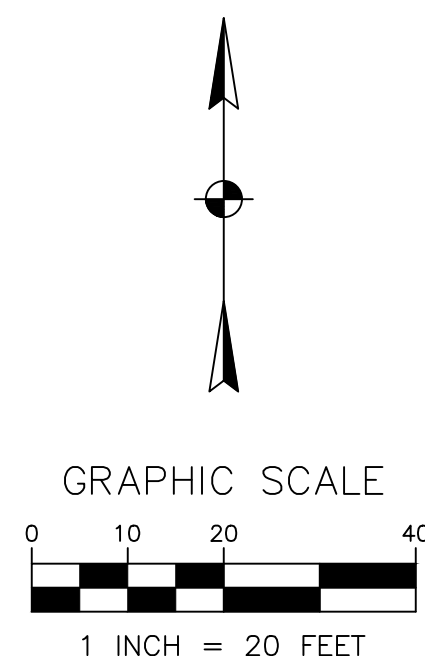
C200	PRELIMINARY SITE PLAN	SITE PLAN FOR CLEAN EXPRESS CAR WASH 34835 PLYMOUTH RD LIVONIA, MI. 48150	 EXPRESS WASH CONCEPTS 13375 NATIONAL ROAD SW ETNA, OHIO 43088	Mannik Smith GROUP www.MannikSmithGroup.com TECHNICAL SKILL: CREATIVE SPIRIT:	NO. DATE BY 1160 DUBLIN ROAD SUITE 100 COLUMBUS, OH 43215 TEL: 614-888-7340 FAX: 614-888-7340 PROJECT NO: 821/2023 DRAWN BY: JAR CHECKED BY: KJW	DESCRIPTION
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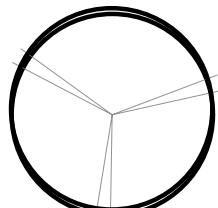
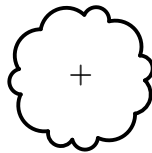
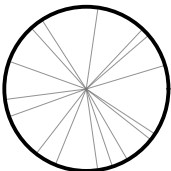
ABRV.	QUANTITY	SCIENTIFIC NAME	COMMON NAME	SIZE	REMARKS	TYPE
CC GJ	2	CRATAEGUS CRUS-GALLI INERMIS	THORNLESS COCKSPUR HAWTHORN	2" CALIPER	B&B	ORNAMENTAL TREE
CC PT	2	CERCIS CANADENSIS 'PINK TRIM'	NORTHERN HERALD REDBUD	2" CALIPER	B&B	ORNAMENTAL TREE
AF JE	2	ACER X FREEMANII 'JEFFERSRED'	AUTUMN BLAZE FREEMAN'S MAPLE	2" CALIPER	B&B	DECIDUOUS TREE
QM AL	2	QUERCUS MACROCARPA 'JFS-KWS'	URBAN PINNACLE BUR OAK	2" CALIPER	B&B	DECIDUOUS TREE
CL UP	15	CLETHRA ALNIFOLIA	SUGARTINA CRYSTALLINA	1 GALLON	CONTAINER	DECIDUOUS SHRUB
DE CE	30	DESCHAMPSIA CESPITOSA	TUFTED HAIR GRASS	1 GALLON	CONTAINER	ORNAMENTAL GRASS
HE BR	28	HEMEROCALLIS 'BESS ROSS'	DAYLILY 'BESS ROSS'	1 GALLON	CONTAINER	FLOWERING PERENNIAL
TM WA	48	TAXUS X MEDIA 'WARDII'	WARDS YEW	3 GALLON	CONTAINER	EVERGREEN SHRUB
JC NC	55	JUNIPERUS CONFERTA 'NICKS COMPACT'	NICKS COMPACT JUNIPER	3 GALLON	CONTAINER	EVERGREEN SHRUB
DI LO	24	DIERVILLA LONICERA	NATIVE BUSH HONEYSUCKLE	3 GALLON	CONTAINER	DECIDUOUS SHRUB
RA GM	18	RIBES ALPINUM 'GREEN MOUND'	GREEN MOUND ALPINE CURRANT	3 GALLON	CONTAINER	DECIDUOUS SHRUB
CS KE	26	CORNUS SERICEA 'KELSEY'	KELSEY DWARF DOGWOOD	3 GALLON	CONTAINER	DECIDUOUS SHRUB
TO NP	5	THUJA OCCIDENTALIS 'ART BOE'	NORTH POLE ARBORVITAE	5' HEIGHT	CONTAINER	EVERGREEN TREE

LANDSCAPE CONTRACTOR TO PROVIDE DESIGN AND INSTALLATION OF A LANDSCAPE IRRIGATION SYSTEM WHICH COVERS THE ENTIRE SITE PROPERTY. LAWN, TREES AND LANDSCAPE BEDS SHALL BE IRRIGATED ON SEPARATE ZONES. IRRIGATION SYSTEM SHALL INCLUDE A SMART ELECTRONIC CONTROLLER WITH WEATHER SENSOR, RAIN DELAY SEASONAL ADJUST AND WATER BUDGET FEATURES.

A SEPARATE IRRIGATION METER AND BACKFLOW PREVENTOR PER CITY REQUIREMENTS AND ANY PERMITS SHALL BE INCLUDED. PROVIDE COMPLETE IRRIGATION DESIGN DRAWINGS AND SPECS FOR OWNER REVIEW PRIOR TO INSTALLATION. A COMPLETE SINGLE SOURCE IRRIGATION SYSTEM FROM HUNTER, RAINBIRD, OR TORO WILL ONLY BE ACCEPTED.



LEGEND

		PR DECIDUOUS TREE
		PR DECIDUOUS FLOWERING TREE
		PR EVERGREEN TREE
		PR DECIDUOUS FLOWERING SHRUB
		
		PR EVERGREEN SHRUB
		
		PR ORNAMENTAL GRASS
		PR FLOWERING PERENNIAL
		EXISTING TREE
		EXISTING SHRUB

REQUIRED:	PROVIDED:
ORD3160-2023-ARTICLE X-SECTION 10.03:	
10.03(2.A.i) PARKING LOT SCREENING LANDSCAPING, LANDSCAPING SHALL INCLUDE A LANDSCAPED YARD AT LEAST FIVE (5) FEET IN WIDTH CONTAINING AN OPAQUE SCREEN OF LANDSCAPING (EVERGREEN OR DECIDUOUS HEDGE) AT LEAST THREE (3) FEET IN HEIGHT. THE LANDSCAPING SHALL BE LOCATED AT LEAST TWO (2) FEET FROM THE FRONT OF A PARKING SPACE CURB SO AS TO ACCOUNT FOR VEHICLE OVERHANG.	EVERGREEN HEDGE PROVIDED TO SCREEN HEADLIGHTS.
10.03(5) DEVELOPING ZONING DISTRICTS C-2 THAT ARE ADJACENT TO R-U-F DISTRICTS SHALL HAVE A SIX (6) FOOT HIGH MASONRY WALL OR OPAQUE FENCE AND/OR A TWENTY (20) FOOT WIDE GREENBELT BUFFER, WITH ONE (1) TREE PER TWENTY (20) LINEAR FEET (MINIMUM OF 50% EVERGREEN TREES), SUBJECT TO CITY COUNCIL REVIEW AND APPROVAL. R-U-F DISTRICT ADJUTS THE SOUTH SIDE OF THE SITE.	WALL PROVIDED ALONG SOUTH SIDE OF PROPERTY.
10.03(1) WHERE THE SITE ADJUTS A PUBLIC ROAD RIGHT-OF-WAY, THE FOLLOWING FRONTAGE LANDSCAPING SHALL BE PROVIDED IN THE FRONT YARD AREA ADJACENT TO THE ROAD RIGHT-OF-WAY: DECIDUOUS OR EVERGREEN TREE PER 40 FEET OF ROAD FRONTAGE, 1 ORNAMENTAL TREE PER 100 FEET, AND 8 SHRUBS PER 40 FEET. 100 LINEAR FEET OF ROAD FRONTAGE = 3 DECIDUOUS OR EVERGREEN TREES, 1 ORNAMENTAL TREES, AND 24 SHRUBS ARE REQUIRED.	3 DECIDUOUS TREES, 1 ORNAMENTAL TREE AND 26 SHRUBS PROVIDED ALONG R/W.
15% OF THE TOTAL SITE IS REQUIRED TO BE LANDSCAPING. TOTAL SITE AREA = 53,705 SF 53,705 X 15% = 8,056 SF REQUIRED LANDSCAPED AREA.	20,696 SF (38.5%) LANDSCAPED AREA PROVIDED.

SITE PLAN FOR

CLEAN EXPRESS CAR WASH

34835 PLYMOUTH RD
LIVONIA, MI, 48150

LANDSCAPE
PLAN

L100

PREPARED FOR:



EXPRESS
WASH CONCEPTS

**TECHNICAL SKILL.
CREATIVE SPIRIT.**



**Mannik
Smith
GROUP**

www.MannikSmithGroup.com

www.MannikSmithGroup.com

1160 DUBLIN ROAD SUITE 100 COLUMBUS, OH 43215 TEL: 614.441.4222 FAX: 888.488.7340	PROJECT DATE: 8/21/2023 PROJECT NO: 401.2300286 DRAWN BY: JAR CHECKED BY: KJW
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1. THE CONTRACTOR SHALL PROVIDE A ONE YEAR WARRANTY ON ALL PLANTS AND VEGETATION PROPOSED ON THE LANDSCAPING PLAN. ANY TREES, SHRUBS, GROUND COVER OR OTHER VEGETATION PLANTED AS PART OF THIS PROJECT THAT DO NOT SURVIVE ONE YEAR FROM PLANTING SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.

3. REFER TO THE LANDSCAPE PLAN FOR ADDITIONAL NOTES. LANDSCAPE IMPROVEMENTS SHALL CONFORM TO THE LATEST EDITION OF MDOT CONSTRUCTION SPECIFICATIONS (2020 MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION).

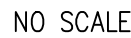
5. PLANTING BEDS, ONE MONTH BEFORE CULTIVATION AND AFTER DAYTIME TEMPERATURES HAVE WARMED TO 60° CONSISTENTLY, TREAT ALL PLANTING BEDS THAT ARE TO BE DEVELOPED IN AREAS OF EXISTING TURF WITH PRE-EMERGENT AND POST-EMERGENT TYPE HERBICIDES. USE A STATE-LICENSED PESTICIDE APPLICATOR TO APPLY THE HERBICIDE. REPEAT HERBICIDE APPLICATION TWO WEEKS LATER AND UNTIL ALL HERBACEOUS MATERIALS HAVE BEEN KILLED. BEFORE PLANTING, TOP DRESS ALL PLANTING BEDS WITH A MINIMUM OF 6 INCHES OF BACKFILL MIX, THEN CULTIVATE PLANTING AREA TO A DEPTH OF 6 INCHES USING A PLOW, DISC, OR ROTO-TILLER.

7. MULCH, SMOOTH AND SHAPE THE BACKFILL MIX TO FORM A SHALLOW BASIN SLIGHTLY LARGER THAN THE PLANTING HOLE. MULCH ALL PLANTING AREAS WITH A LAYER OF FINELY SHREDDED HARDWOOD BARK OF UNIFORM TEXTURE & SIZE. PLANTS GROUPED IN MASSES SHALL HAVE THE ENTIRE CONTIGUOUS PLANTING BED OR ISLAND MULCHED. USE SHREDDED HARDWOOD BARK AGED MIN. ONE YEAR. RAKE AND SMOOTH THE ENTIRE AREA OF THE PLANTING BEDS, MULCH TO A DEPTH OF 3 INCHES. AFTER MULCHING AND BEFORE WATERING, ADD A SLOW RELEASE COMMERCIAL FERTILIZER (12-12-12 OR EQUAL), IN GRANULAR FORM, TO THE TOP OF THE MULCH AT A RATE OF 5 POUNDS PER 1000 SQUARE FEET. DO NOT ALLOW FERTILIZER TO CONTACT THE STEMS, BRANCHES, ROOTS OR LEAVES.

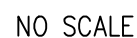
ALL DISTURBED AREAS NOT COVERED BY BUILDING, PAVEMENT OR LANDSCAPE PLANTING BEDS SHALL BE PREPARED FOR GRASS SEED AND SEEDED. LOOSEN RUTS AND WORK THE SOIL AREAS TO A MINIMUM OF 6" DEEP PRIOR TO FINE GRADING AND SEEDING WORK. AREAS TO RECEIVE GRASS SEED SHALL HAVE A MIN. 4" TOPSOIL PLACED, SEEDDED AND A STRAW/MULCH BLANKET COVER PLACED OVER THE SEEDDED AREAS PER MDOT SPECIFICATIONS. FERTILIZE WITH ONE POUND OF EQUAL NITROGEN PER 1000 SQUARE FEET WITH A SLOW RELEASE COMMERCIAL STARTER FERTILIZER (LESCO 18-24-12 OR EQUIV.).

THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, DELIVERING, APPLYING, MEASURING AND SCHEDULING A SUFFICIENT AMOUNT OF WATER NECESSARY TO KEEP EACH PLANT IN A HEALTHY GROWING CONDITION THROUGHOUT THE PERIOD OF ESTABLISHMENT. THE CONTRACTOR SHALL APPLY 1" OF WATER PER WEEK TO ALL NEW PLANTS. THE CONTRACTOR SHALL INSTALL & MAINTAIN SUPPLEMENTAL DRIP WATERING TUBE BAGS (SUCH AS 20 GALLON TREE GATOR WATER BAG) TO PROVIDE ADEQUATE, SLOW RELEASE OF WATER. WATER BAGS SHALL BE REMOVED AT THE END OF THE SECOND GROWING SEASON.

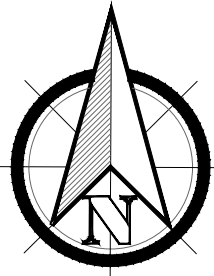
KENTUCKY BLUEGRASS	20%
HARD FESCUE	20%
CHEWING FESCUE	20%
PERENNIAL RYEGRASS	40%



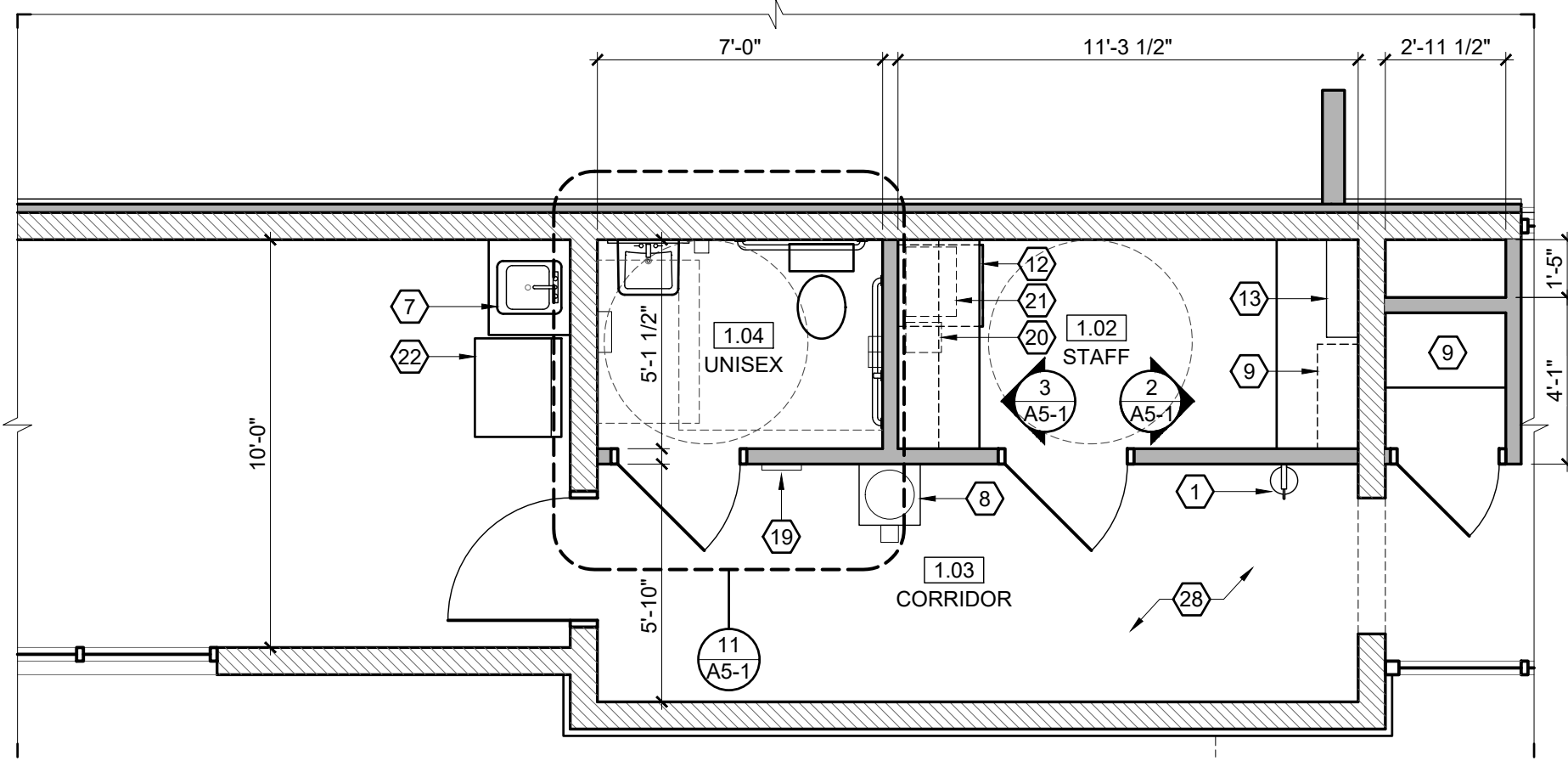
1. TREE PROTECTION MEASURES SHALL BE INSTALLED PER THIS PLAN SHEET AT THE CRITICAL ROOT ZONE OF TREES TO BE PRESERVED PRIOR TO THE START OF ANY CLEARING, GRADING OR OTHER CONSTRUCTION ACTIVITY.
2. NO STORAGE OF ANY KIND IS PERMITTED WITHIN THE TREE PROTECTION ZONE. ANY ROOTS EXPOSED BY CONSTRUCTION ACTIVITY SHALL BE PRUNED FLUSH WITH THE SOIL AND BACKFILLED WITH TOPSOIL WITHIN THE SAME DAY.
3. ALL VEGETATION THAT IS NOT DESIGNATED ON THE PLANS TO BE REMOVED SHALL BE PROTECTED FROM DAMAGE. TREES THAT ARE DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.



L101	LANDSCAPE NOTES & DETAILS	SITE PLAN FOR CLEAN EXPRESS CAR WASH	 EXPRESS WASH CONCEPTS 13375 NATIONAL ROAD SW ETNA, OHIO 43068	 Mannik Smith GROUP TECHNICAL SKILL. CREATIVE SPIRIT. www.MannikSmithGroup.com	1160 DUBLIN ROAD SUITE 100 COLUMBUS, OH 43215 TEL: 614.441.4222 FAX: 888.488.7340 PROJECT DATE: 8/21/2023 PROJECT NO: 401230286 DRAWN BY: JAR CHECKED BY: KUJ	NO. DATE BY DESCRIPTION
PRELIMINARY NOT FOR CONSTRUCTION						

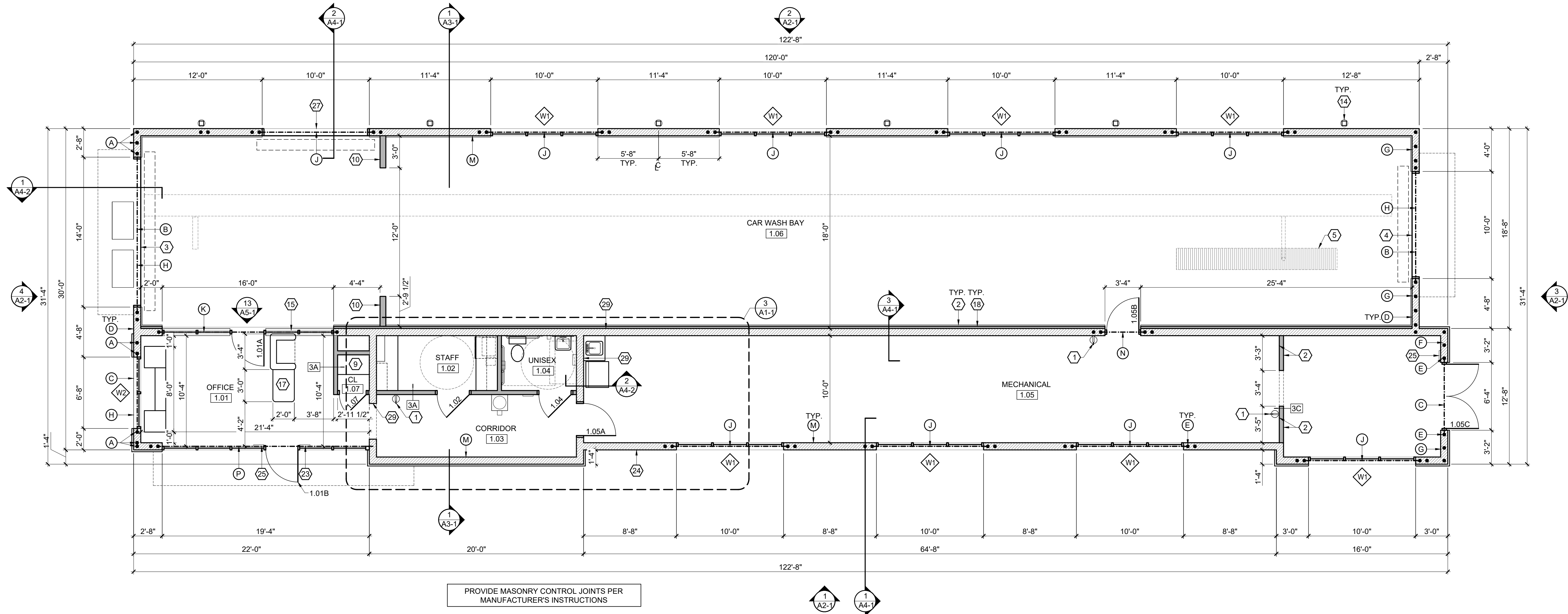


4 FLOOR PLAN



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

3 ENLARGED FLOOR PLAN



PROVIDE MASONRY CONTROL JOINTS PER MANUFACTURER'S INSTRUCTIONS

PROVIDE HORIZONTAL JOINT REINFORCING AT 16" O.C. MIN. W/1.7 BAR SIZE TYP. LAP MIN. 12", TYP.

ALL EXTERIOR DIMENSIONS ARE TO MASONRY UNITS / MASONRY OPENINGS, TYP.

PROVIDE (2) L4 x 3 1/2 x 5/16" LINTEL OVER 36"x24" LOUVERS AND @ LONG WALL OF BUILDING

WINDOW TYPES SCHEDULE

- W1 10'-0" WIDE BY 10'-0" TALL ALUMINUM STOREFRONT WINDOW HEAD HEIGHT = 10'-8" A.F.F.
- W2 6'-8" WIDE BY 10'-8" TALL ALUMINUM STOREFRONT WINDOW HEAD HEIGHT = 10'-8" A.F.F.

ALL GLAZING SHALL HAVE A SHGC OF .40 MIN.

CAR WASH GENERAL NOTES

1. CENTERLINE OF EQUIPMENT DOES NOT EQUAL CENTERLINE OF TRENCH
2. CENTERLINE OF EQUIPMENT DOES NOT EQUAL CENTERLINE OF ENTRY DOOR
3. CENTERLINE OF EQUIPMENT DOES EQUAL CENTERLINE OF EXIT DOOR
4. CENTERLINE OF EQUIPMENT DOES EQUAL CENTERLINE OF TUNNEL BAY
5. COORDINATE LOCATION OF TRENCH WITH CAR WASH MANUFACTURER'S DRAWINGS

PLAN GENERAL NOTES

1. ALL DOORS TO BE 6" FROM ADJACENT WALL U.N.O.
2. ALL SIGNS THAT DESIGNATE PERMANENT ROOMS AND SPACES SHALL HAVE RAISED AND BRAILED CHARACTERS AND PICTORIAL SYMBOL SIGNS, FINISH AND CONTRAST, AND MOUNTED 60 INCHES ABOVE THE FINISH FLOOR TO CENTERLINE OF THE SIGN PER ANSI
3. ALL INTERIOR STUD WALLS TO BE WALL TYPE "B", U.N.O.
4. PROVIDE MOISTURE RESISTANT GYPSUM BOARD AT ALL TOILET ROOMS

FLOOR PLAN CODED NOTES

1. WALL MOUNTED FIRE EXTINGUISHER, EXTINGUISHER TO BE: RED ENEMELED FINISH HEAVY DUTY STEEL CYLINDER, UL AND FM APPROVED, ABC MULTI PURPOSE DRY CHEMICAL, 10 LB CAPACITY UL RATED 4A 60B: C, HOSE TYPE, UPRIGHT, SQUEEZE GRIP OPERATION
2. INTERIOR WALL LINER PANEL
3. 14'-0" x 8'-0" OVERHEAD DOOR
4. 10'-0" x 8'-0" OVERHEAD DOOR
5. CAR WASH TRENCH, SEE MANUFACTURER'S DRAWINGS
6. DECORATIVE AWNING W/ BRACKETS, CENTER OVER WINDOWS / DOORS
7. DEDICATED COMMERCIAL GRADE SINK FOR UTILITY SINK
8. ANSI COMPLIANT BOTTLED WATER COOLER WITH CUP DISPENSER
9. 12" DEEP SHELVING W/ STANDARDS AND BRACKETS
10. WIND WALL, P.T. 2x6 WALL W/ 7/16" OSB SHEATHING & LINER PANEL BOTH SIDES
11. NOT USED
12. UNDER COUNTER REFRIGERATOR
13. SERVER RACK, SEE SHEET A5-1
14. DOWNSPOUT
15. ALUMINUM STOREFRONT SYSTEM, WINDOW HEAD HEIGHT = 8'-0", SEE ELEVATION 13/A5-1, PROVIDE 1" INSULATED GLASS
16. NOT USED
17. RECEPTIONIST DESK BY OTHERS, ANSI COMPLIANCE IS THE RESPONSIBILITY OF THE DESK DESIGNER
18. PROVIDE 2 1/2" METAL Z-FURRING STRIPS @ 24" HORIZONTAL W/ MIN R-13 RIGID INSULATION IN FURRING CAVITIES W/ 5 MIL VAPOR BARRIER
19. ANSI COMPLIANT SIGNAGE DESIGNATING UNISEX TOILET ROOM
20. COFFEE MAKER, SEE INTERIOR ELEVATION
21. MICROWAVE, SEE INTERIOR ELEVATION
22. STACKABLE WASHER / DRYER
23. ANSI COMPLIANT SIGNAGE DESIGNATING MAXIMUM OCCUPANCY OF 15 PERSONS
24. QUIK-BRIK MASONRY CONSTRUCTION
25. ANSI COMPLIANT EXIT SIGNAGE, SEE 9/A5-1
26. STORAGE CABINETRY, SEE INTERIOR ELEVATION ON SHEET A5-1
27. 10'-0" x 8'-0" OVERHEAD DOOR
28. HVAC PLATFORM ABOVE, SEE DETAILS ON SHEET A1-3
29. 8" CMU WALL

STRUCTURAL CODED NOTES

- A. #5 VERTICAL EACH CELL
- B. W8x28 W/ 5/16" PLATE, FASTEN TO WALL PER DETAIL 7/A4-2
- C. (2) L5x3-1/2x5/16 LLV
- D. PROVIDE HORZ. JOINT REINF. @ EACH COURSE IN END WALL
- E. (2) #5 VERT. TYP. @ ALL MASONRY OPENINGS
- F. PROVIDE HORIZONTAL JOINT REINFORCING @ EACH COURSE IN 18'-4" TALL WALLS
- G. #5 @ CORNERS AND 16" O.C. MAX @ END WALL
- H. PROVIDE #5 VERT. @ 48" O.C. IN WALL ABOVE OPENINGS
- I. NOT USED
- J. W8x24 W/ 5/16" PLATE
- K. W16x31 W/ 5/16" PLATE, FASTEN TO WALL PER DETAIL 7/A4-2
- L. W8x28 LINTEL W/ 5/16" PLATE
- M. PROVIDE #5 @ 48" O.C. VERT. & HORIZONTAL JOINT REINFORCING PER PLAN NOTES FOR ENTIRE WALL, TYP.
- N. (2) L3 1/2x3 1/2x5/16
- P. W12x30 W/ 5/16" PLATE

WALL TYPES SCHEDULE

#	ASSEMBLY DESCRIPTION	HR	NOTES
1A	2x4 WOOD STUDS @ 16" O.C. 5/8" GYP BD	RATING 0 HR U/FLE # N/A	FULL HEIGHT PARTITION, TERMINATE GYPSUM BOARD @ UNDERSIDE OF JOISTS. ASSEMBLY THICKNESS = 4 3/4"
1B	2x4 WOOD STUDS @ 16" O.C. 5/8" GYP BD 3" SOUND BATT	RATING 0 HR U/FLE # N/A	FULL HEIGHT PARTITION, TERMINATE GYPSUM BOARD @ UNDERSIDE OF JOISTS. ASSEMBLY THICKNESS = 4 3/4"
1C	2x4 WOOD STUDS @ 16" O.C. 5/8" GYP BD 3" SOUND BATT	RATING 0 HR U/FLE # N/A	FULL HEIGHT PARTITION, TERMINATE GYPSUM BOARD @ BOTTOM OF DECK. ASSEMBLY THICKNESS = 4 3/4"

#	DATE	ISSUED WITH: CHANGE DESCRIPTION

ACLEAN
EXPRESS AUTO WASH

SBA STUDIOS
ARCHITECTURAL DESIGN
614.562.7761 WWW.SBA-STUDIOS.COM

	SCALE: 3/16" = 1'-0" (U.N.O.)
	SHEET # / DESCRIPTION
	FLOOR PLAN
	A1-1
	DATE: 07.21.2022
SCOTT B. BAKER, LICENSE #14654 EXPIRATION DATE 12/31/2023	DESIGN REVIEW
	SBA STUDIOS PROJECT # 2022-000

NO.	ROOM NAME	SIZE	ELEV	MAT	RATING	GLASS	HDWR	FRAME	ELEV	MAT	REMARKS
1.01A	OFFICE	3070	02	AL/GS	0-HR	TEMP	SET 01	A	AL		CLOSER
1.01B	OFFICE	3070	02	AL/GS	0-HR	TEMP	SET 05	B	AL		CLOSER, ENTRY KEY
1.02	STAFF	3070	03	H.M.	0-HR	TEMP	SET 02	A	H.M.		
1.04	UNISEX	3070	01	H.M.	0-HR	N/A	SET 03	A	H.M.		
1.05A	MECHANICAL	3070	04	H.M.	0-HR	TEMP	SET 04	A	H.M.		
1.05B	MECHANICAL	3070	02	ALUM.	0-HR	N/A	SET 04	B	ALUM.		
1.05C	MECHANICAL	(2) 3070	05	AL/GS	0-HR	TEMP	SET 05	B	H.M.		
1.06	WASH BAY	3070	02	AL/GS	0-HR	TEMP	SET 05	B	ALUM.		
1.07	CLOSET	2670	01	WD	0-HR	N/A	SET 02	N/A	N/A		CUSTOM SLAT WALL DOOR

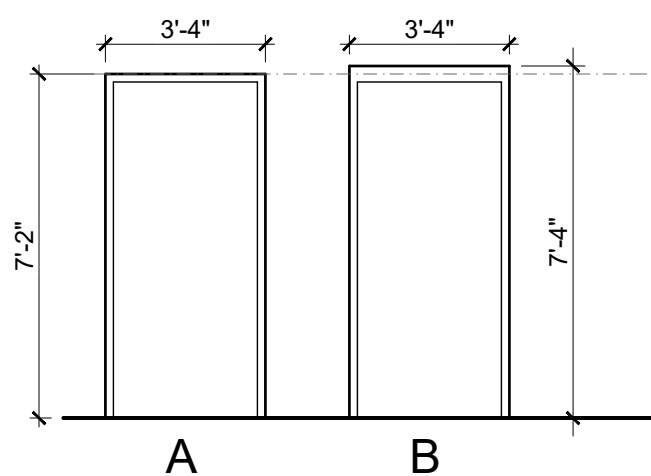
DOOR GENERAL NOTES

1. ALL DOOR HARDWARE TO BE ANSI COMPLIANT LEVER STYLE
2. ALL DOOR HARDWARE TO BE MOUNTED BETWEEN 34" - 48" A.F.F.
3. ALL GLAZING IN NEW DOORS TO BE TEMPERED
4. ALL DOORS TO RECEIVE (3) HINGES
5. ALL DOORS TO RECEIVE (3) SILENCERS
6. ALL DOORS TO RECEIVE DOOR STOP
7. ALL EXTERIOR DOORS TO RECEIVE CLOSER
8. ALL EXTERIOR DOORS TO HAVE ANIS COMPLIANT THRESHOLD (1/4" MAX)
9. ALL EGRESS DOORS SHALL UNLATCH WITH ONLY ONE OPERATION OF THE DOOR HARDWARE, READILY OPERABLE FROM EGRESS SIDE WITHOUT USE OF A KEY OR SPECIAL KNOWLEDGE AND SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING OR TWISTING OF THE WRIST TO OPERATE. 2017 OBC 1010.1.9/1010.1.9.1/1010.1.9.5.

DOOR HARDWARE SETS

- SET 01: OFFICE LOCKSET
- SET 02: STORAGE LOCKSET
- SET 03: PRIVACY LOCKSET
- SET 04: PASSAGE LOCKSET
- SET 05: EXIT LOCKSET
- SET 06: PUSH / PULL
- KEY ALL DOORS ALIKE

5 DOOR SCHEDULE



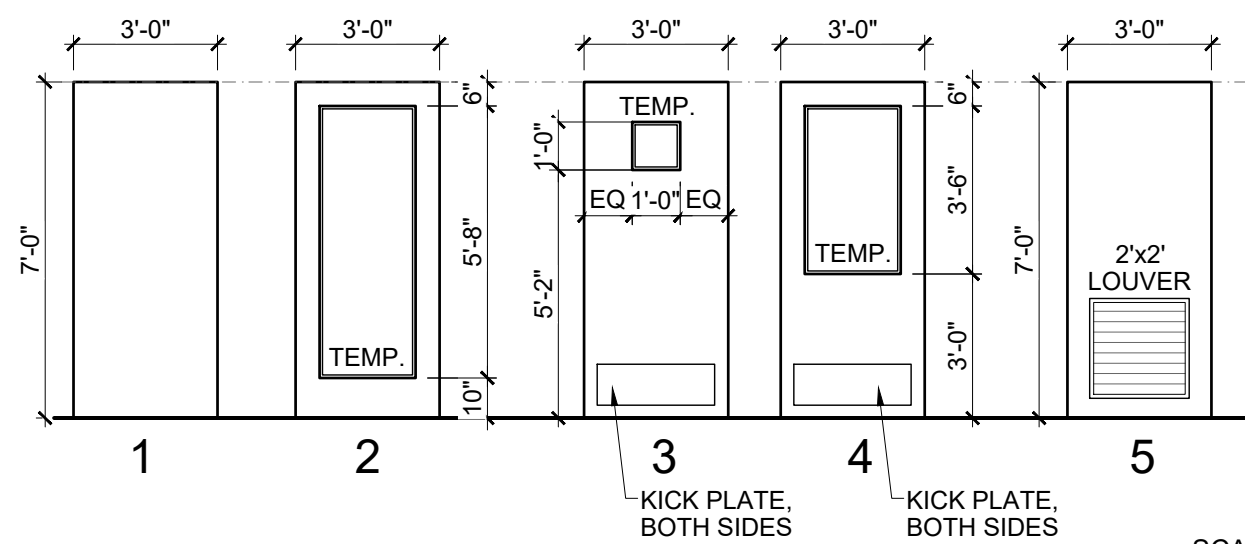
SCALE: 1/4" = 1'-0"

2 FRAME ELEVATIONS

NO.	ROOM NAME	FLOOR	SPACE	FLOOR	WALLS	CLG	REMARKS
1.01	OFFICE	WD	VB	PT-2	PT-2	PT-2	NO
1.02	STAFF	WD	VB	PT-1	PT-1	PT-1	NO
1.03	CORRIDOR	WD	VB	PT-1	PT-1	PT-1	GYP
1.04	UNISEX	WD	VB	PT-1	PT-1	PT-1	GYP
1.05	MECHANICAL	NO	NO	PT-1	PT-1	PT-1	NO
1.06	WASH BAY	NO	NO	WL	WL	WL	NO
1.07	STORAGE	WD	VB	PT-1	PT-1	PT-1	NO

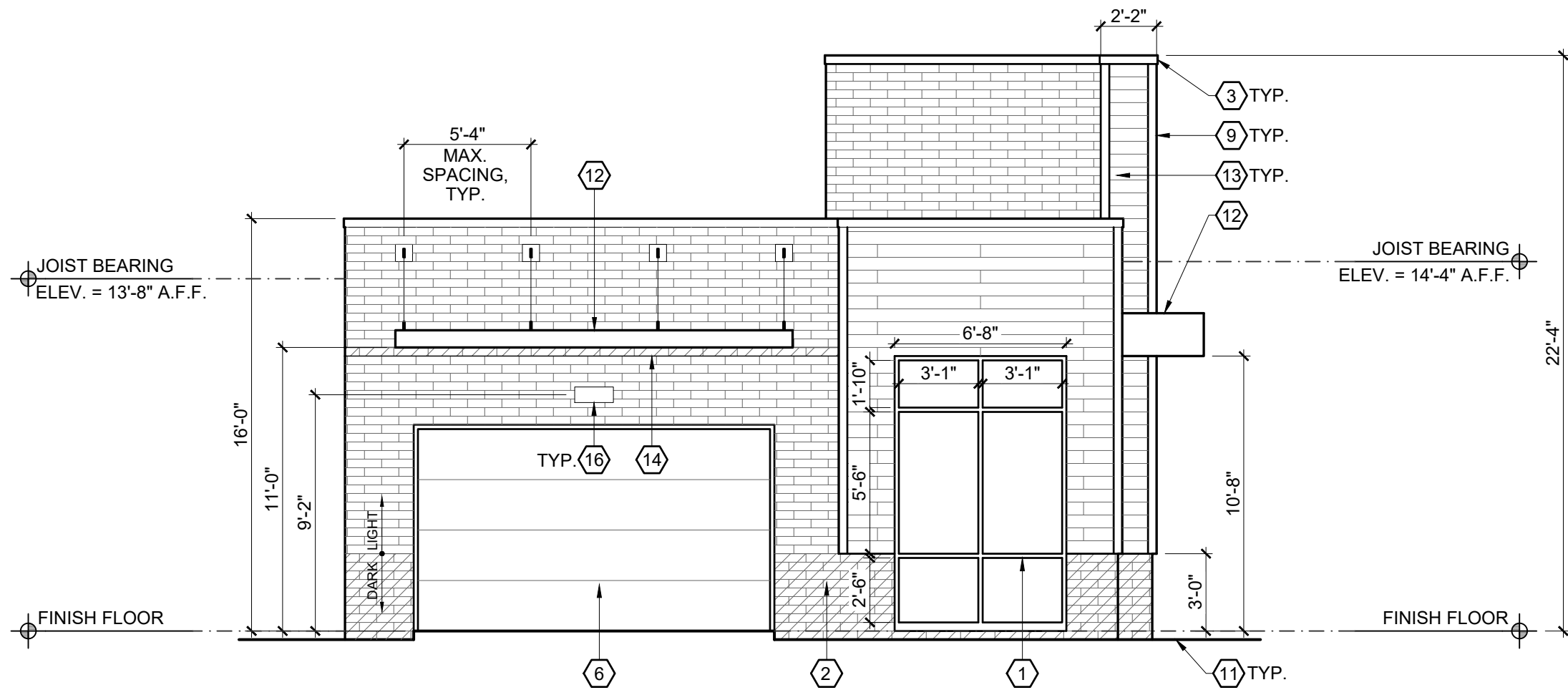
FLOORING	BASE	WALLS	CEILING
CPT CARPET VCT VINYL COMP TILE WD SIM WOOD FLR. NO NO FLOORING SIM WOOD FLOOR = AXISCOR PRO12 12x24 URBAN CONCRETE	VB VINYL BASE CT CERAMIC TILE EXG EXG BASE NO NO BASE	PT-1 WHITE PAINT PT-2 BLONDE PAINT SW 6128 WC WALL COVERING EXG EXG WALL FINISH WL WALL LINER PANEL BB BOARD AND BATTEN NO NO FINISH	ACT ACOUSTICAL CEILING TILE GYP SUSPENDED GYPSUM BOARD CEILING WL WALL LINER NO NO CEILING

4 FINISH SCHEDULE

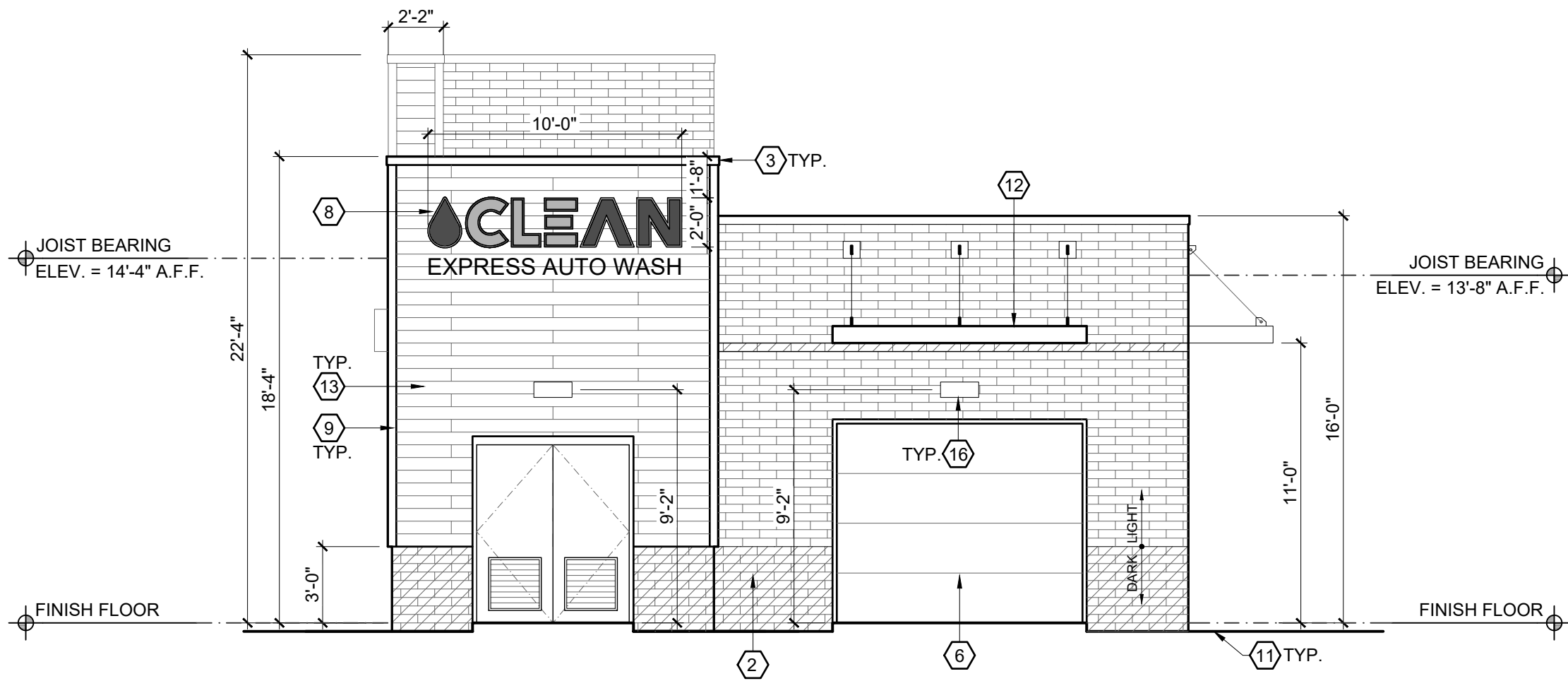


SCALE: 1/4" = 1'-0"

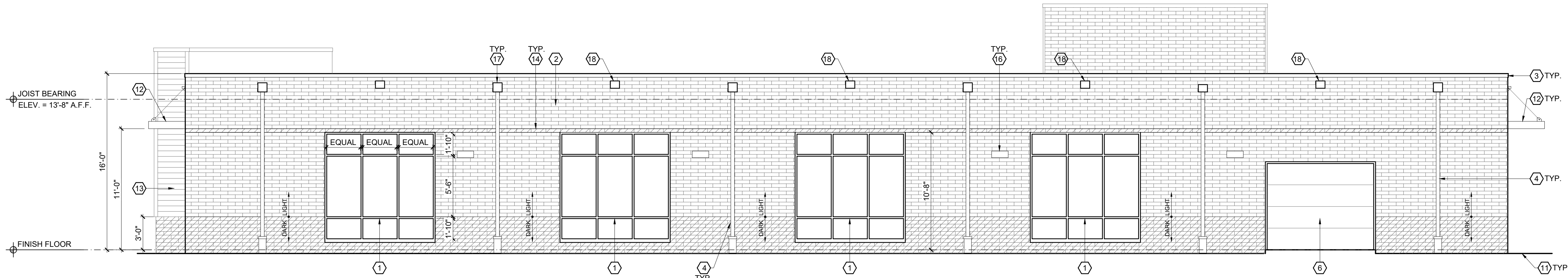
1 DOOR ELEVATIONS



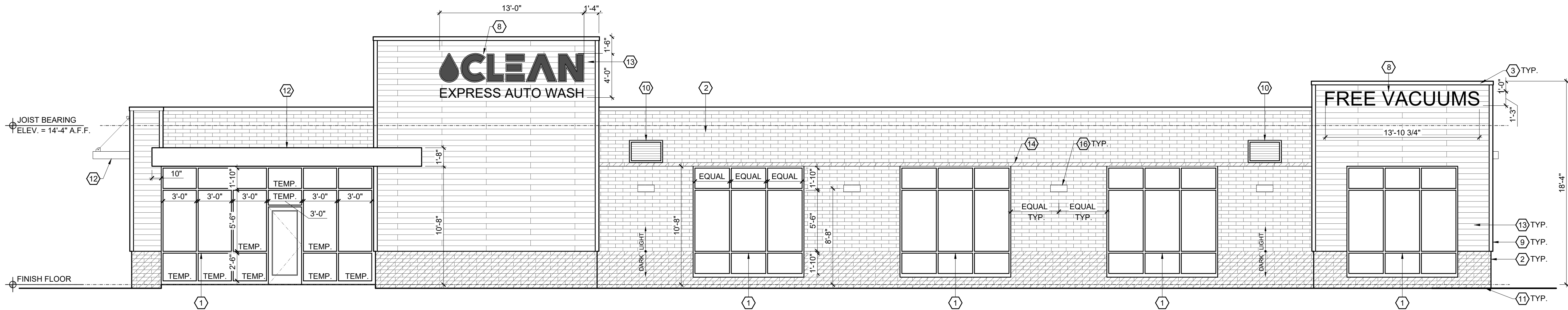
4 ENTRY ELEVATION



3 EXIT ELEVATION



2 SIDE ELEVATION

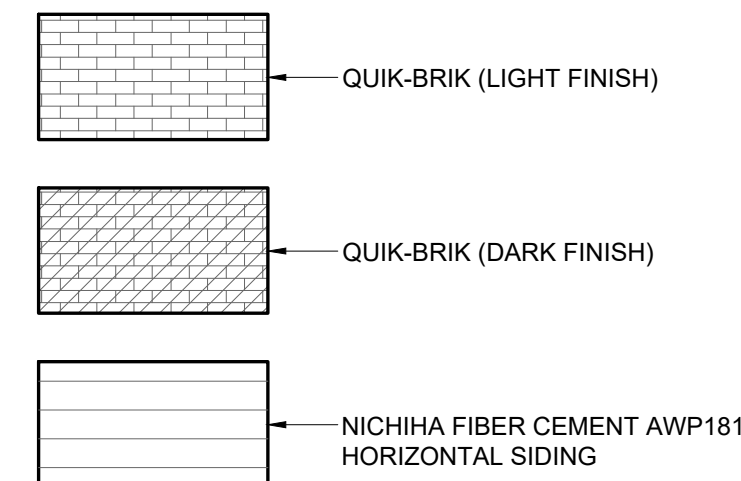


1 SIDE ELEVATION

ELEVATION CODED NOTES

1. ALUMINUM STOREFRONT GLAZING SYSTEM. MANUFACTURER TO DESIGN FOR WIND LOAD REQUIREMENTS PER CODE.
2. QUIK-BRIK CMU CONSTRUCTION. SEE MATERIALS LEGEND. INSTALL CONTROL JOINTS PER MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS.
3. CONTINUOUS METAL COPING, TYP.
4. 4" METAL DOWNSPOUT
5. NOT USED
6. OVERHEAD DOOR
7. NOT USED
8. SIGNAGE PROVIDED BY OWNER.
9. 1x4 COMPOSITE CORNER TRIM, TYP.
10. 36"x24" METAL WALL LOUVER W/ 2" FRAME. SEE HVAC DRAWINGS. LOCATE SUCH THAT OPENING IS NOT DIRECTLY BENEATH A ROOF JOIST
11. GRADE. COORDINATE W/ CIVIL DRAWINGS.
12. PRE-MANUFACTURED ALUMINUM AWNING. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
13. NICHHA FIBER CEMENT AWP181 HORIZONTAL SIDING.
14. MASONRY BAND IN DARK FINISH TO MATCH BASE OF WALL.
15. NOT USED
16. DECORATIVE LIGHT FIXTURE
17. SCUPPER & DOWNSPOUT COLLECTION BOX
18. EMERGENCY OVERFLOW SCUPPER

ELEVATION MATERIAL LEGEND



EXTERIOR MATERIAL NOTES:
1. COLOR OF METAL COPING TO MATCH STOREFRONT SYSTEM COLOR

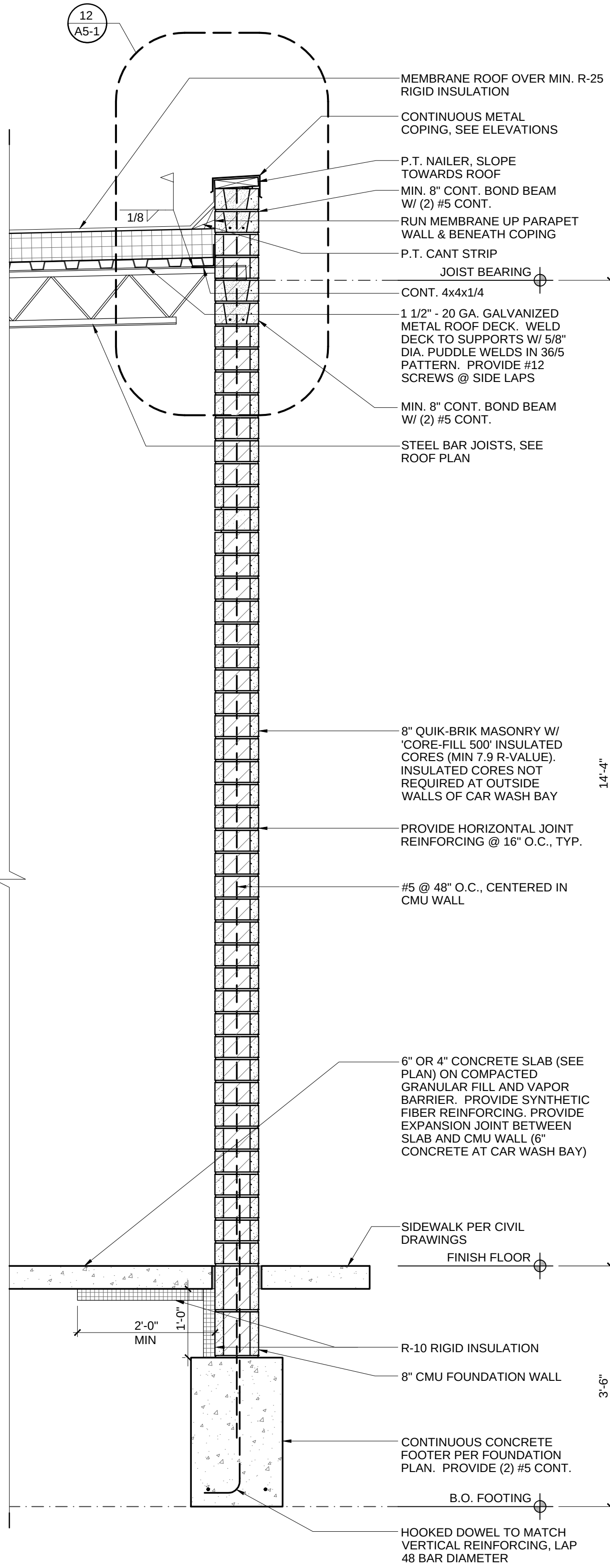
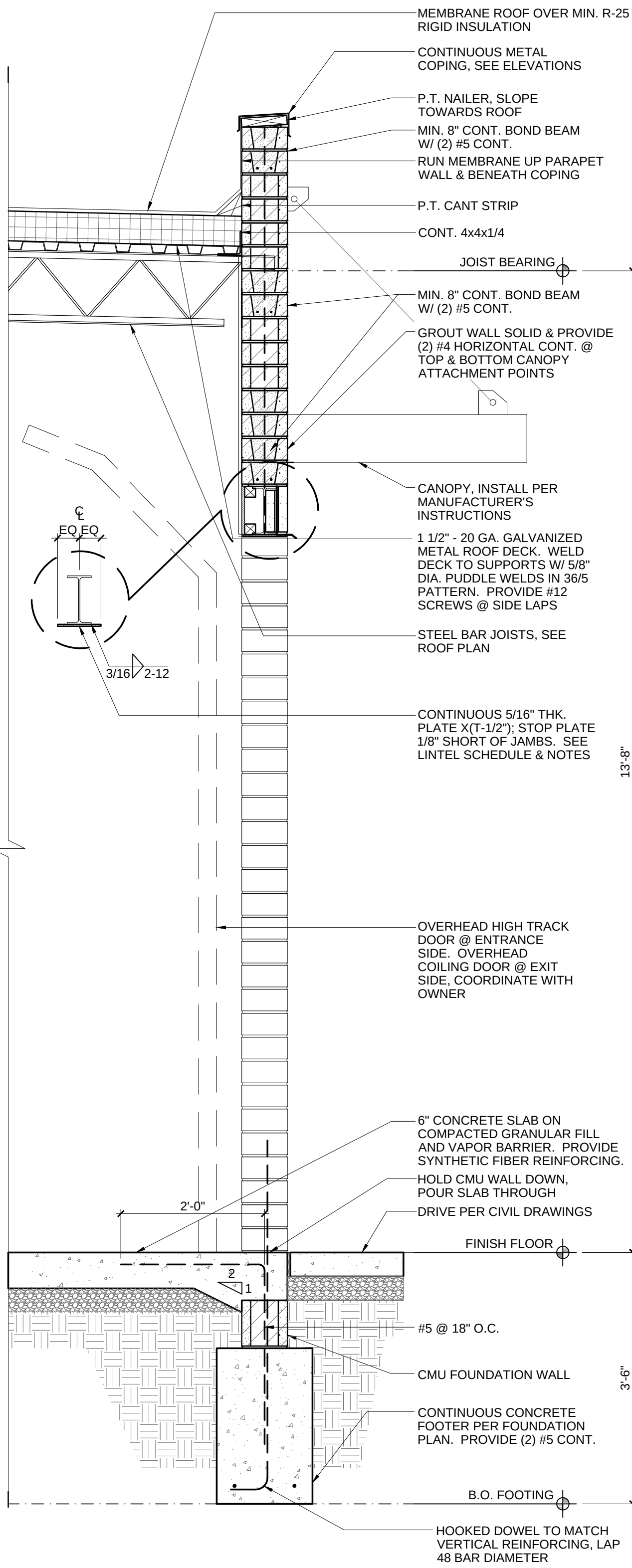
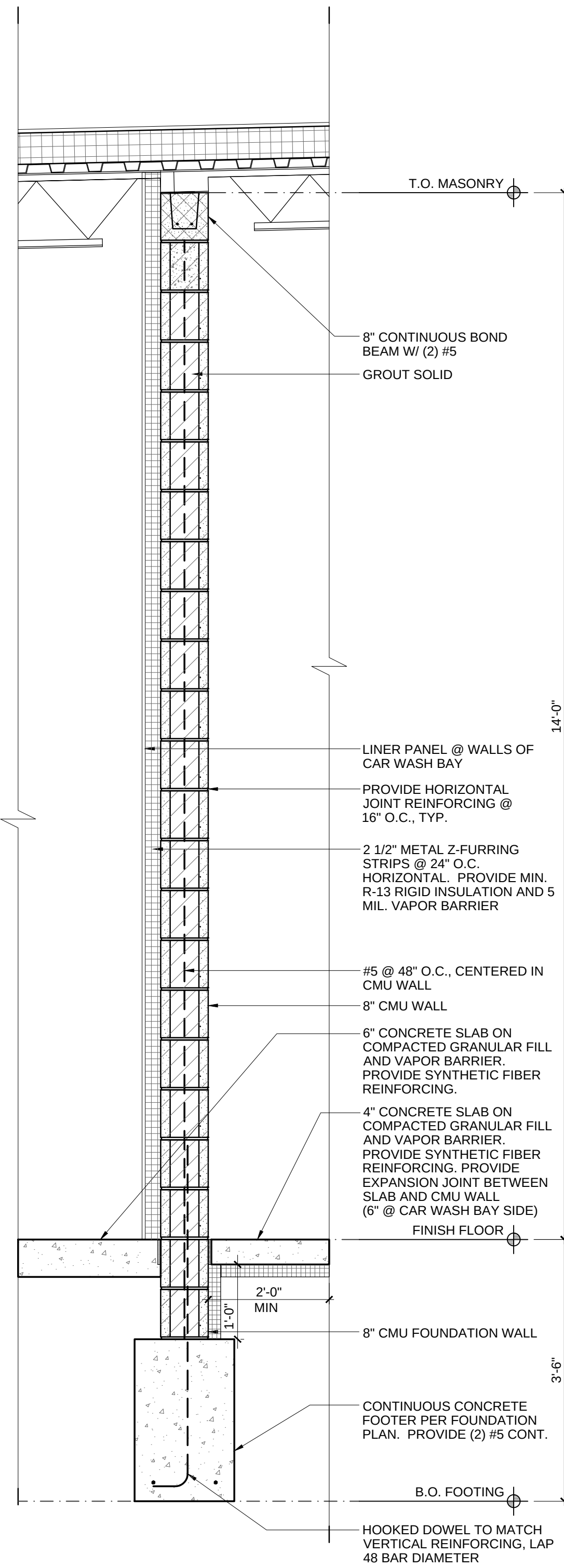
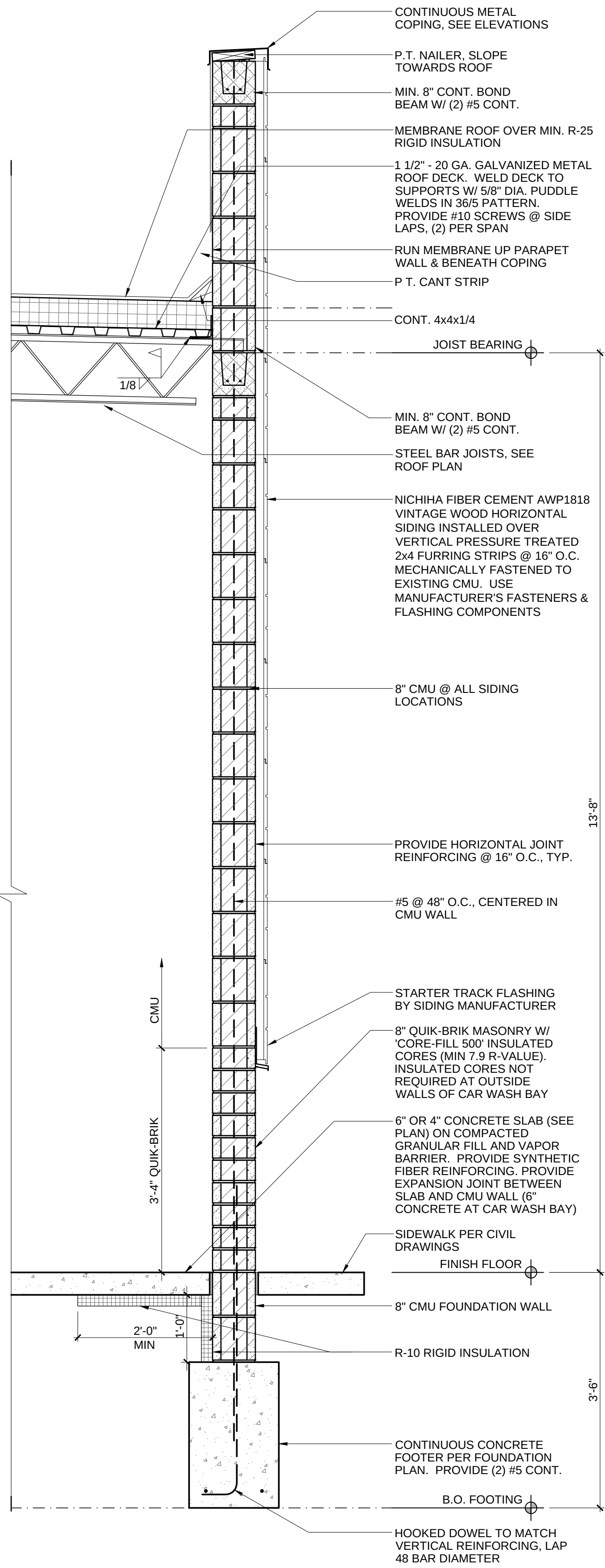
#	DATE	ISSUED WITH: CHANGE DESCRIPTION

CLEAN
EXPRESS AUTO WASH

SBA
STUDIOS
ARCHITECTURAL DESIGN
614.562.7761 WWW.SBA-STUDIOS.COM

PRELIMINARY
NOT FOR CONSTRUCTION

SCALE: 3/16" = 1'-0"
SHEET # / DESCRIPTION
EXTERIOR ELEVATIONS
A2-1
DATE: 07.21.2022
DESIGN REVIEW
SCOTT B. BAKER, LICENSE #14654 EXPIRATION DATE 12/31/2023
SBA STUDIOS PROJECT # 2022-000



WALL SECTION NOTES

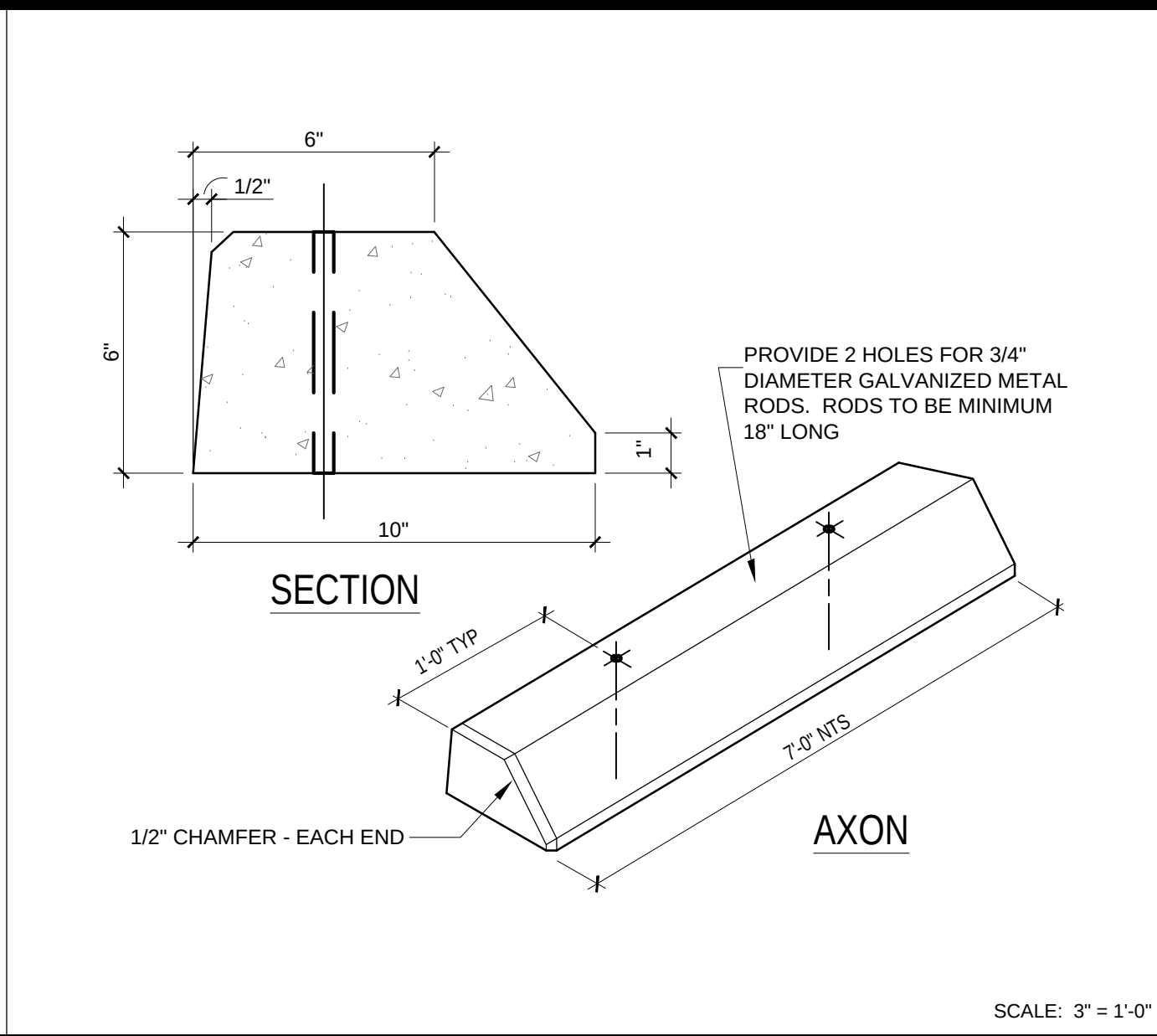
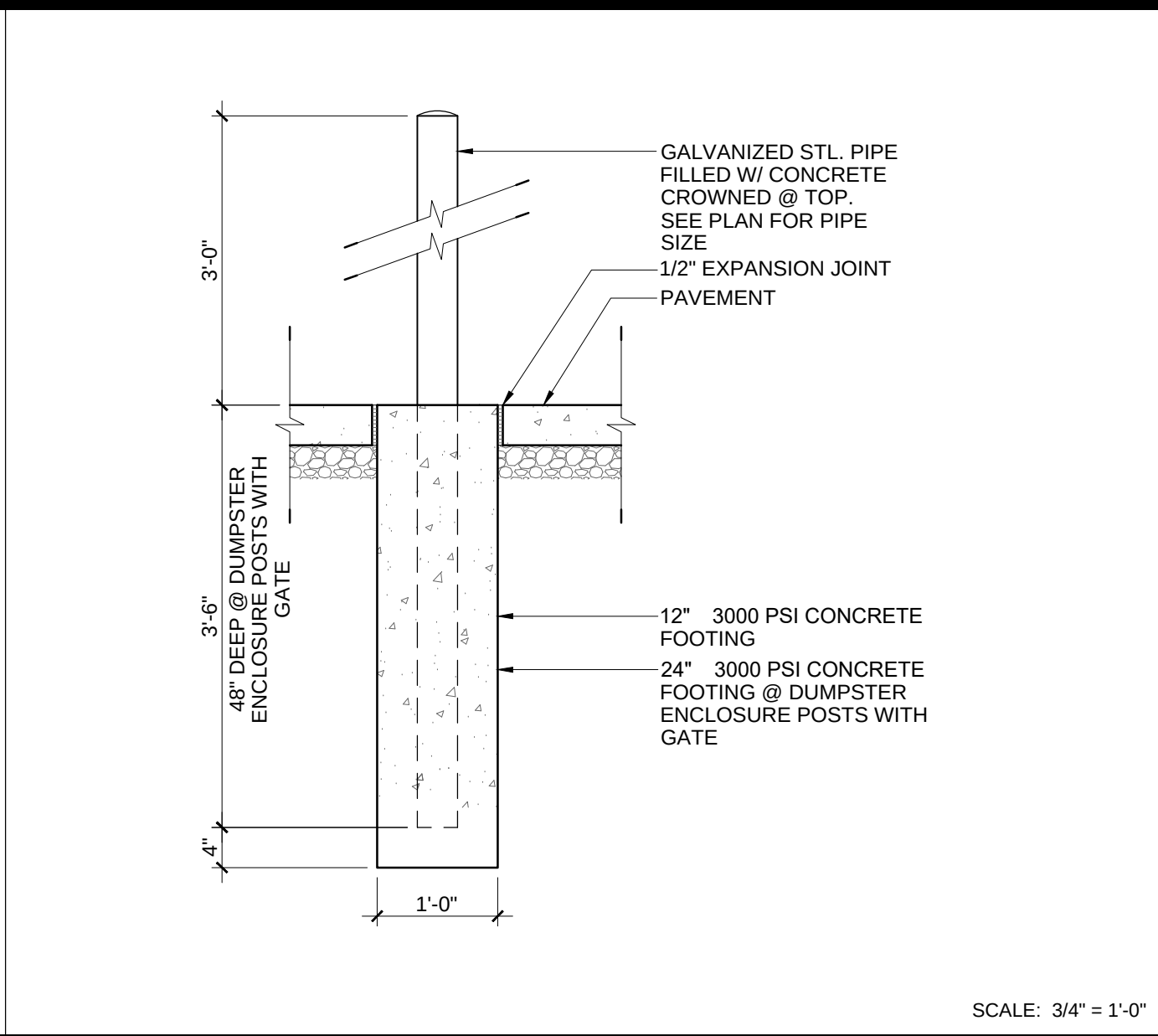
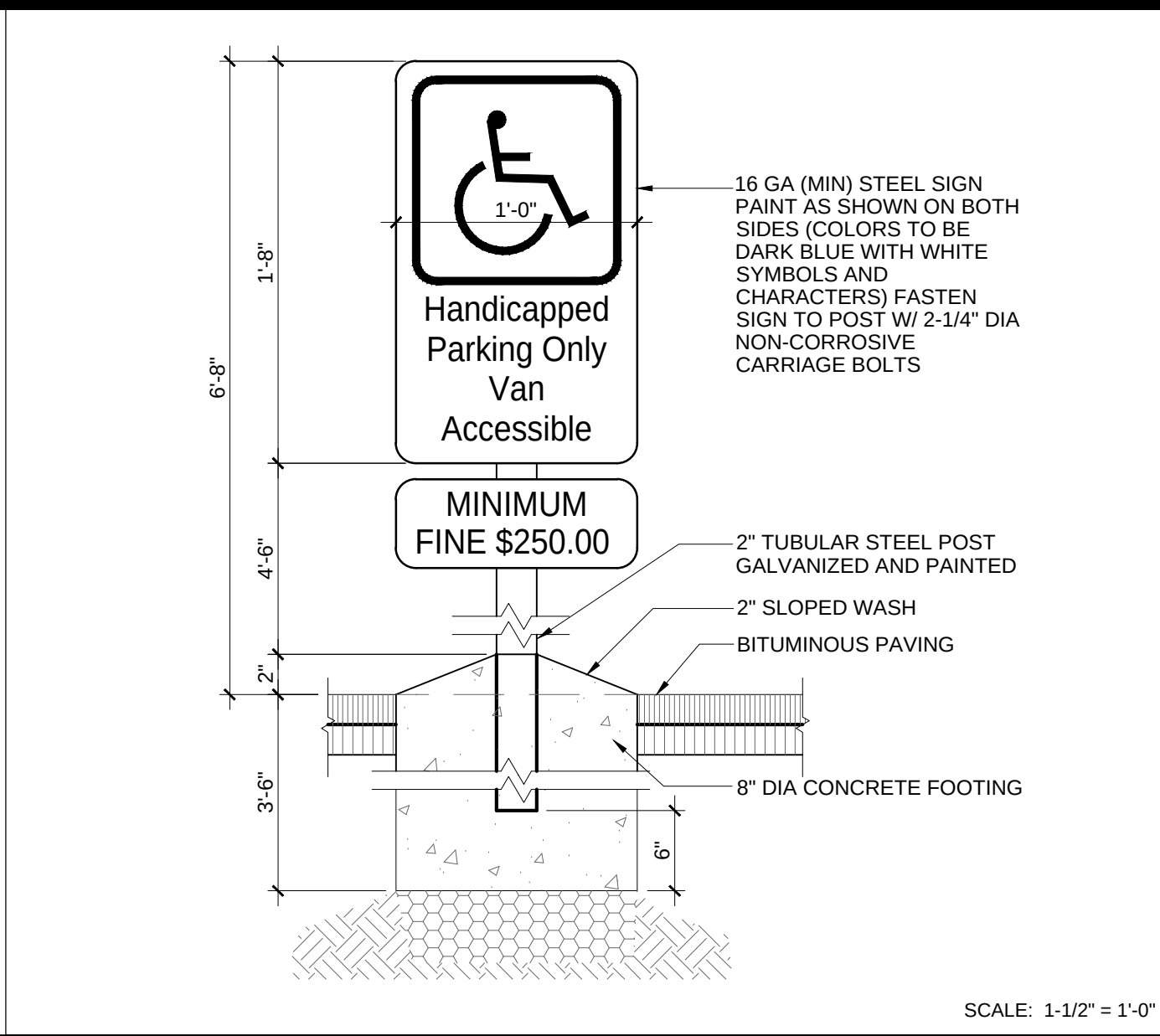
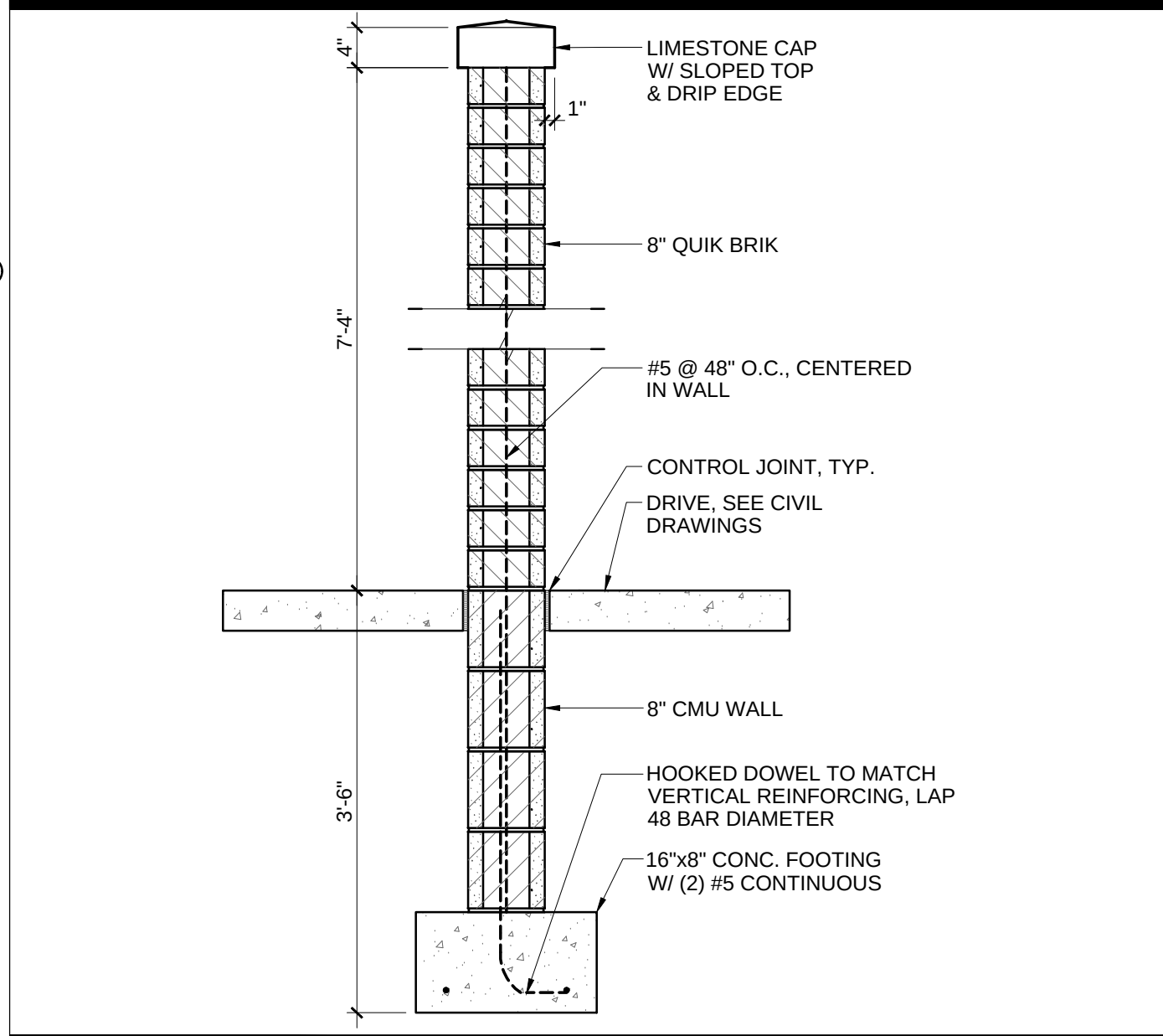
- ALL MATERIALS ARE TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS, INDUSTRY STANDARD AND APPLICABLE CODES
- SEE TRUSS / RAFTER PROFILES FOR TRUSS AND RAFTER BEARING HEIGHTS.
- ANY CONFLICTS WITH MATERIALS AND INSTALLATION SHOULD BE REPORTED TO THE ARCHITECT IMMEDIATELY IN WRITING FOR CORRECTION OR CLARIFICATION.
- GRADE TO SLOPE 6" MIN. FOR THE FIRST 10' AWAY FROM THE BUILDING.
- APPROVED CORROSION-RESISTIVE FLASHING SHALL BE PROVIDED IN THE EXTERIOR WALL ENVELOPE IN SUCH A MANNER AS TO PREVENT ENTRY OF WATER INTO THE WALL CAVITY OR PREVENTION OF WATER TO THE BUILDING STRUCTURAL FRAMING COMPONENTS. THE FLASHING SHALL EXTEND TO THE SURFACE OF THE EXTERIOR WALL FINISH AND SHALL BE INSTALLED TO PREVENT WATER FROM RE-ENTERING THE EXTERIOR WALL ENVELOPE. APPROVED CORROSION-RESISTANT FLASHING SHALL BE INSTALLED AT ALL OF THE FOLLOWING LOCATIONS:
 - AT TOP OF ALL EXTERIOR DOOR AND WINDOW OPENINGS IN SUCH A MANNER AS TO BE LEAK-PROOF.
 - AT THE INTERSECTION OF CHIMNEYS OR ANY OTHER MASONRY WITH FRAME OR STUCCO WALLS, W/ PROJECTING LIPS.
 - UNDER AND AT THE ENDS OF MASONRY, WOOD OR METAL COPINGS AND SILLS.
 - WHERE EXTERIOR PORCHES, DECKS OR STAIRS ATTACH TO A WALL OR FLOOR ASSEMBLY OF WOOD FRAME CONSTRUCTION.
 - AT ALL WALL AND ROOF INTERSECTIONS.
 - ALL EXTERIOR PENETRATIONS INCLUDING BUT NOT LIMITED TO, EXHAUSTS / VENTS, INTAKES, CONDUITS, WIRES, PLUMBING, & CONDENSER LINES
 - LOCATIONS WHERE DISSIMILAR MATERIALS ABUT, CARE IS BE TAKING TO FLASH, CAULK, OR OTHERWISE SEAL TO PREVENT PENETRATION AT JOINTS

#	DATE	ISSUED WITH: CHANGE DESCRIPTION

CLEAN
EXPRESS AUTO WASH

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 SCOTT B. BAKER, LICENSE #14654 EXPIRATION DATE 12/31/2023	SCALE: 3/4" = 1'-0"
	SHEET # / DESCRIPTION
	WALL SECTIONS
	A4-1
	DATE: 04.05.2022
PLANNING REVIEW	
SBA STUDIOS PROJECT # 2022-000	

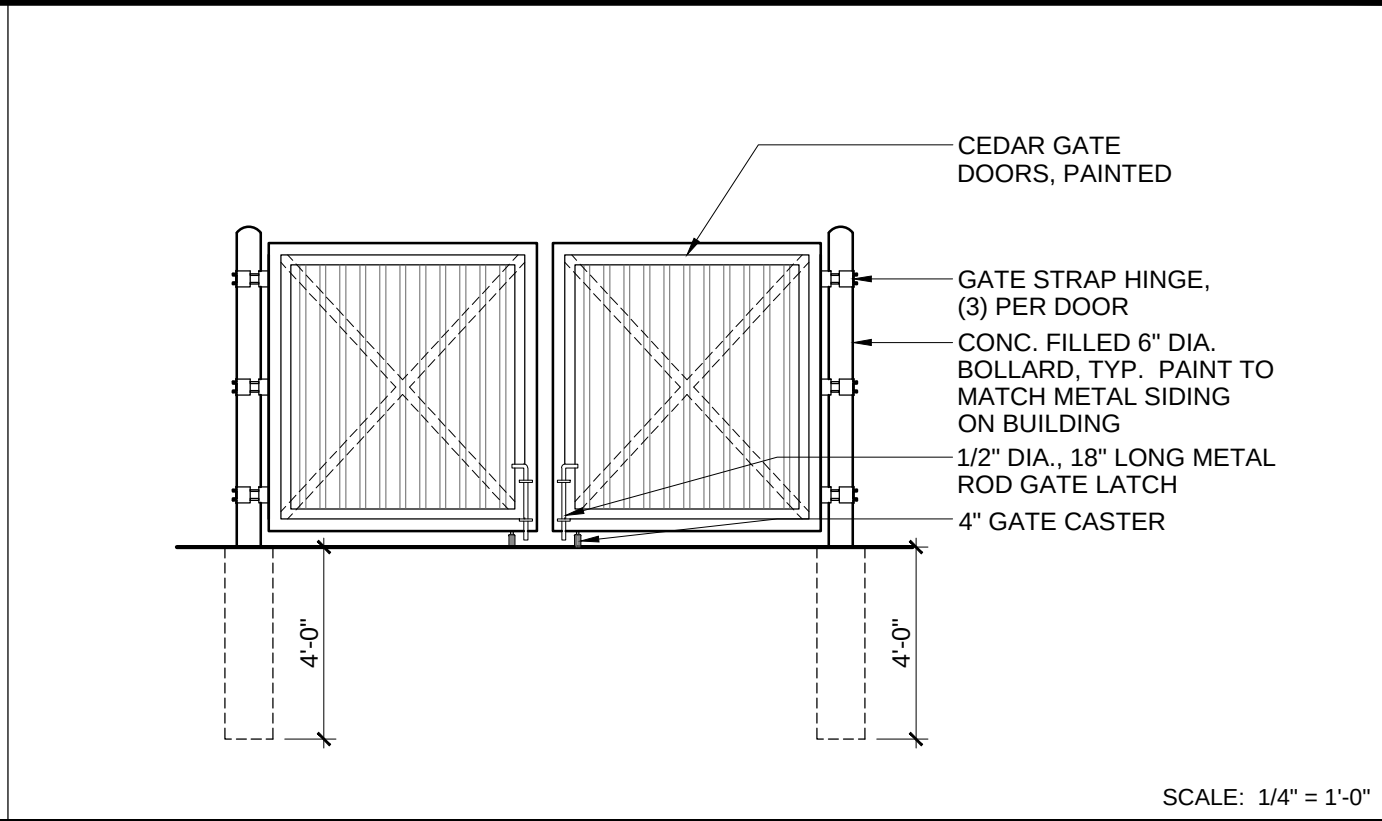
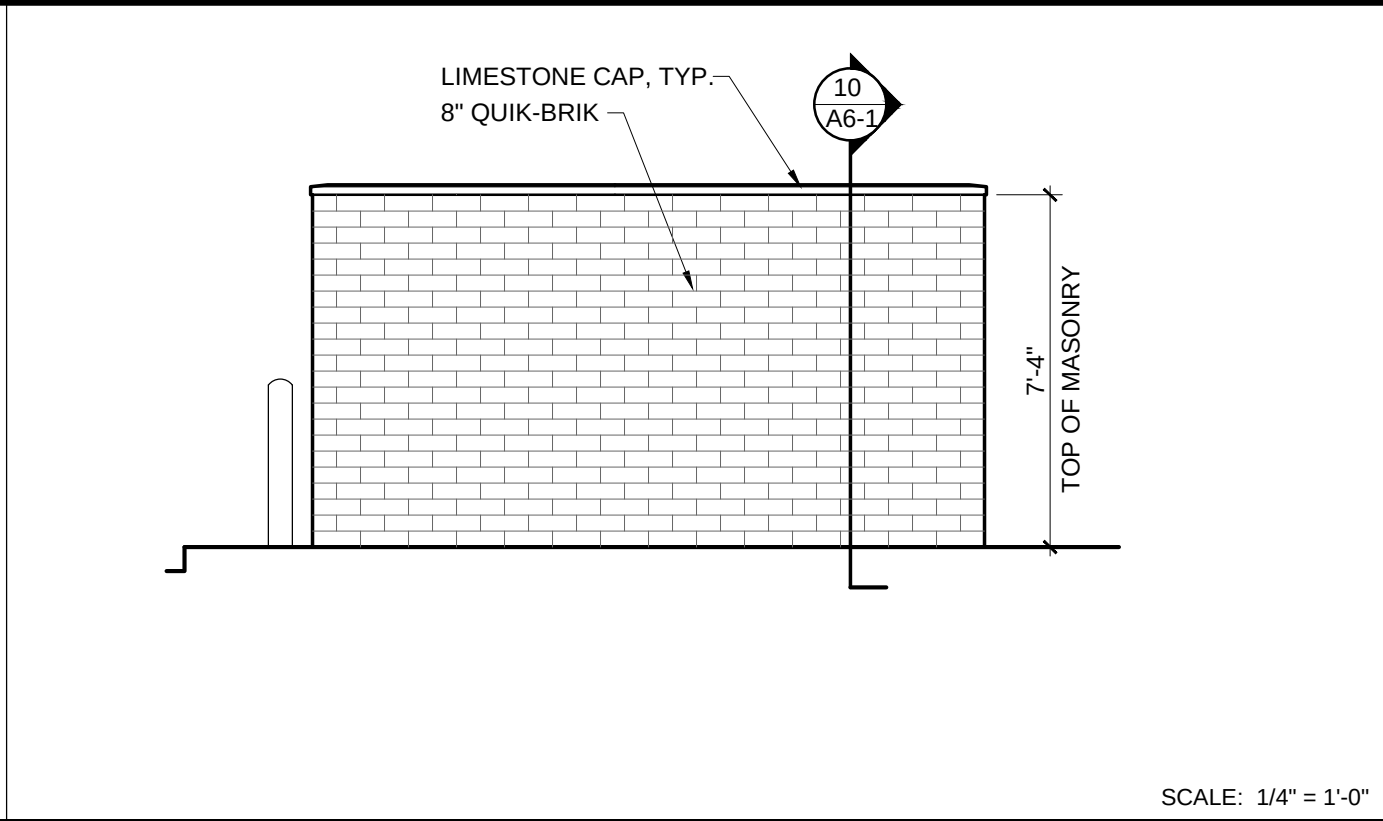
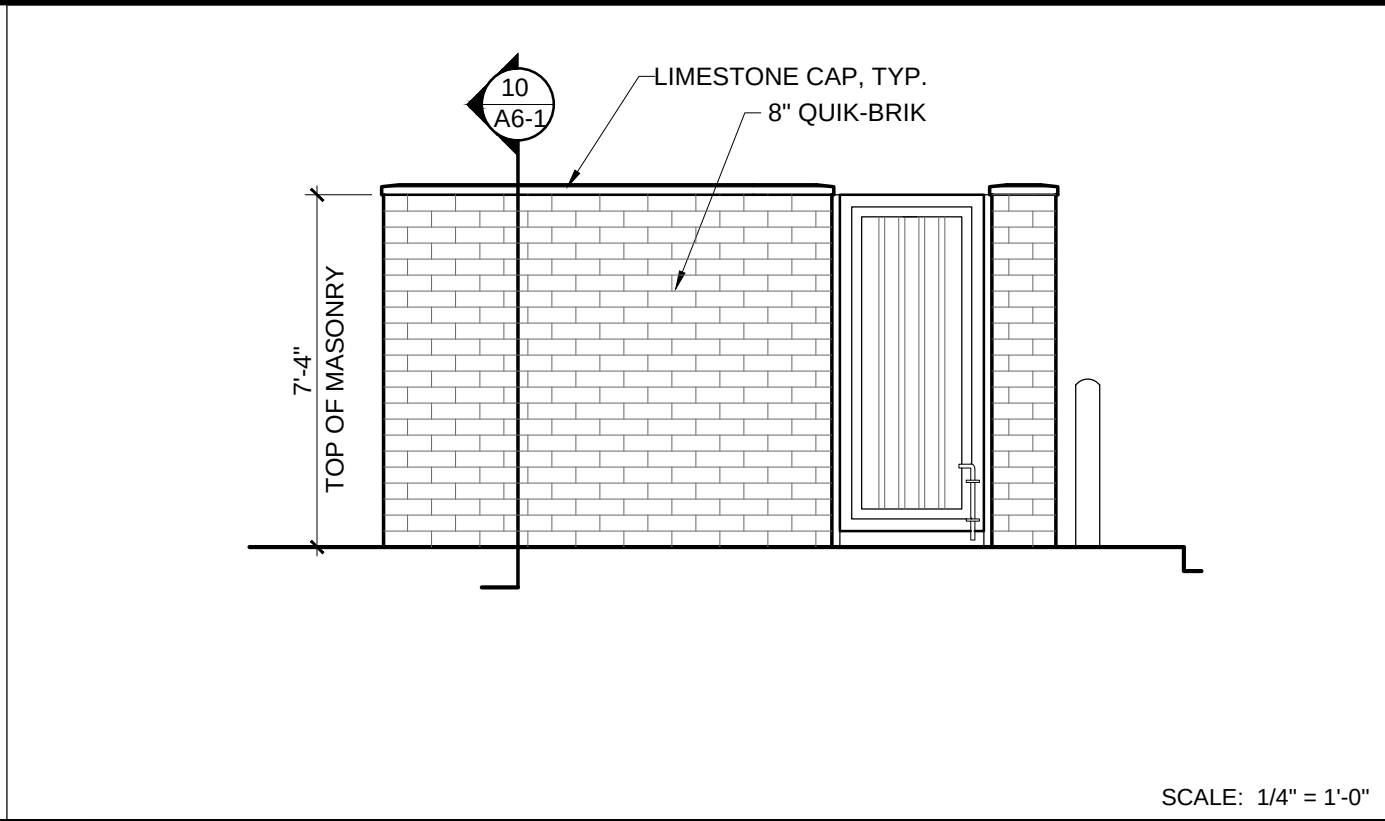
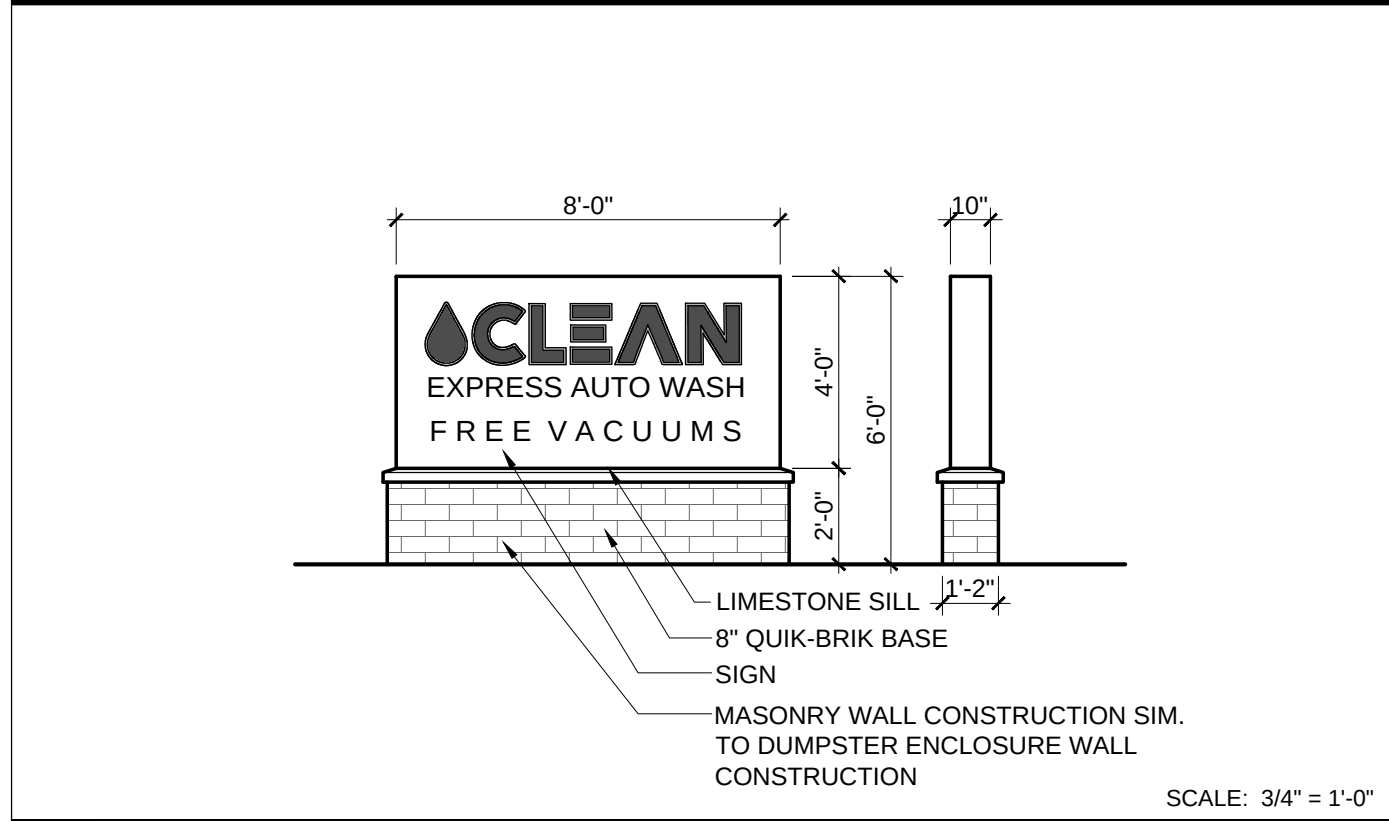


10 DUMPSTER ENCLOSURE SECTION

9 ACCESSIBLE PARKING SIGNAGE

5 PIPE BOLLARD DETAIL

4 PARKING BLOCK DETAIL

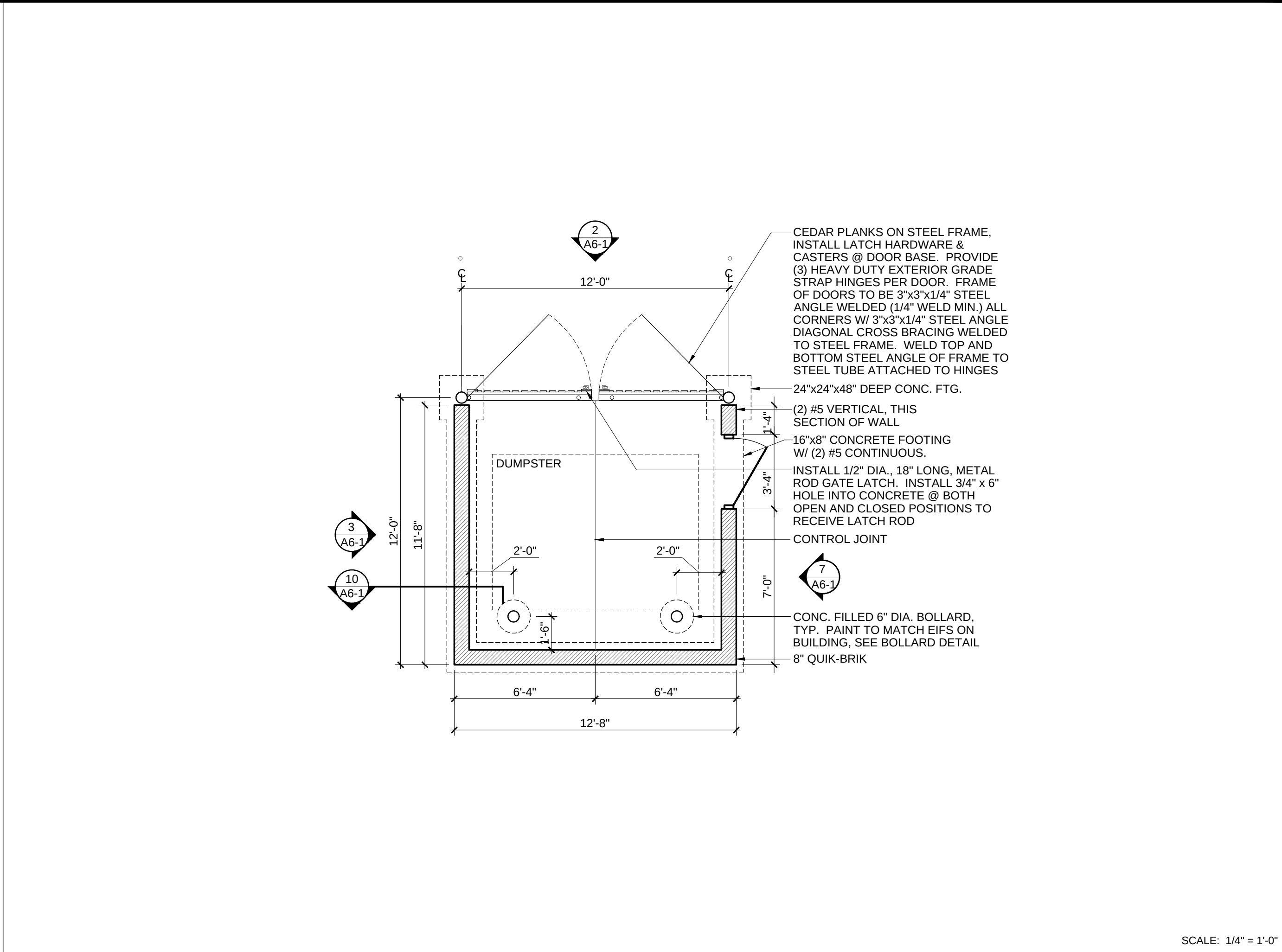
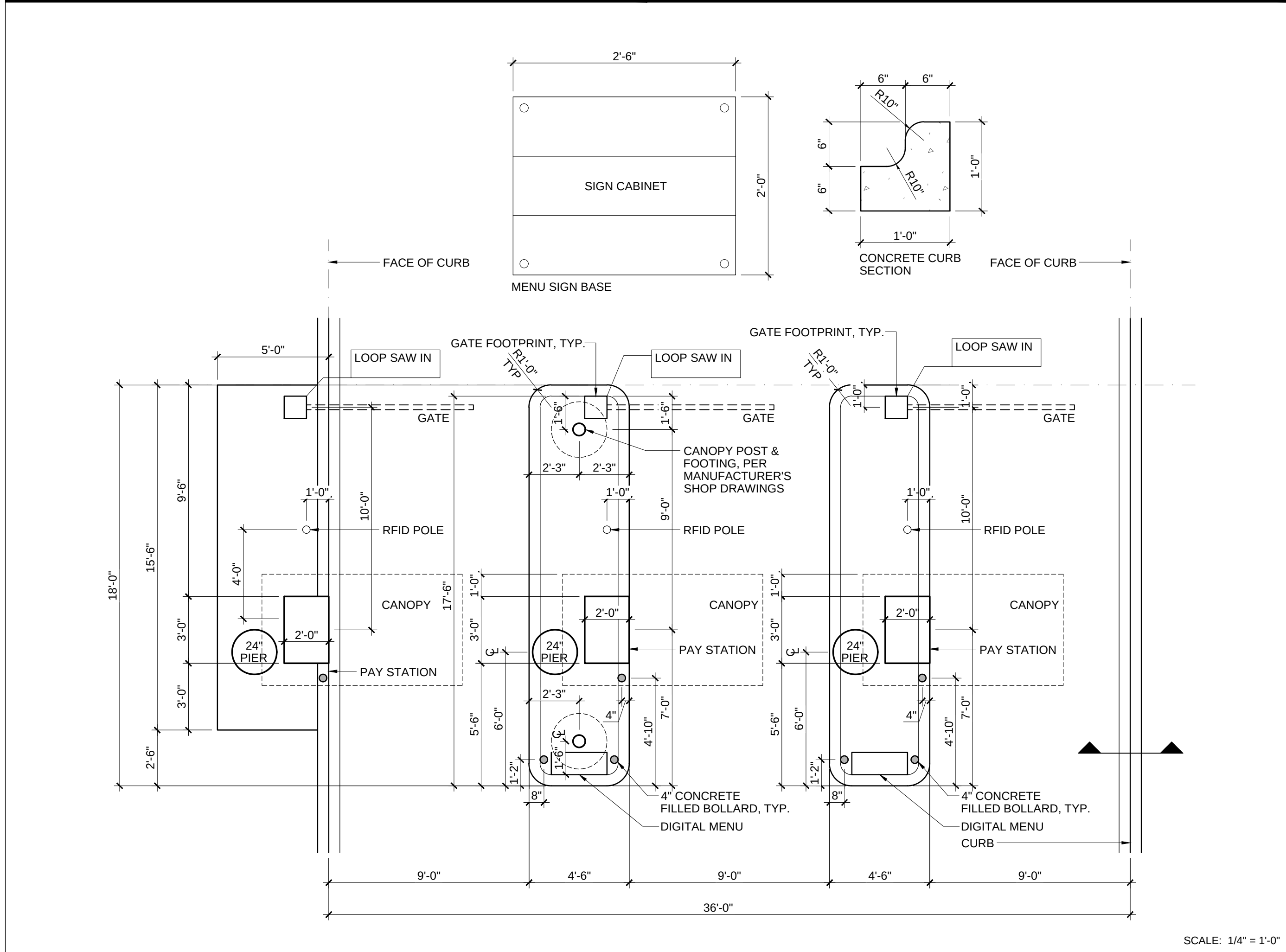


8 EXTERIOR MONUMENT SIGNAGE

7 DUMPSTER ENCLOSURE - ELEVATIONS

3 DUMPSTER ENCLOSURE - ELEVATIONS

2 DUMPSTER ENCLOSURE - ELEVATIONS



6 PAY STATION LAYOUT

1 DUMPSTER PLAN

#	DATE	ISSUED WITH: CHANGE DESCRIPTION

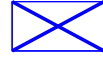
ACLEAN
EXPRESS AUTO WASH

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614.562.7761 WWW.SBA-STUDIOS.COM

STATE OF MINNESOTA
NOTARY PUBLIC
SCOTT BAKER
#654

PRELIMINARY
CONSTRUCTION

SCALE: VARIES
SHEET # / DESCRIPTION
SITE DETAILS
A6-1
DATE: 04.05.2022
CONSTRUCTION DOCUMENTS
SBA STUDIOS PROJECT # 2022-157

Schedule									
Symbol	Label	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power
	W1	8	Lithonia Lighting	ARC2 LED P3 40K	ARC2 LED WITH P3 - PERFORMANCE PACKAGE, 4000K	1	3388	0.94	23.7345
	PL5	2	Lithonia Lighting	RSX2 LED P4 40K R5	RSX Area Fixture Size 2 P4 Lumen Package 4000K CCT Type R5 Distribution	1	25667	0.94	379.08

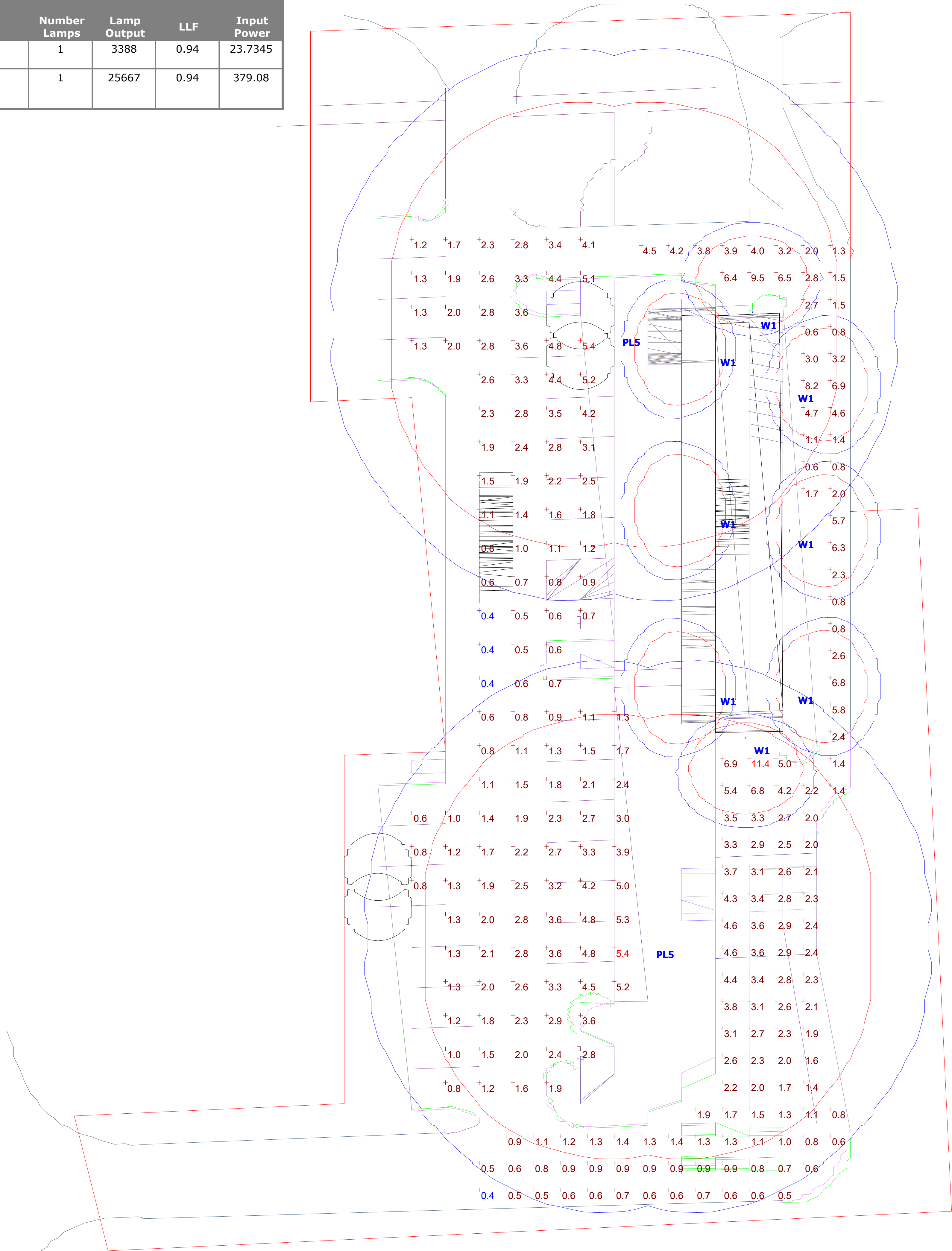
Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
PARKING & VACUUM SPACES		2.2 fc	5.4 fc	0.4 fc	13.5:1	5.5:1
DRIVING LANES		2.5 fc	11.4 fc	0.4 fc	28.5:1	6.3:1

Note

1. AREA LIGHTS MOUNTED AT 22' AFG

2. 20' POLE ON A 2' POLE BASE

3. WALL LIGHTS MOUNTED AT 10' AFG



DISCLAIMER
LIGHTING SYSTEMS OF COLUMBUS SHALL NOT BE HELD RESPONSIBLE FOR ANY ISSUES THAT MAY ARISE DURING THE INSTALLATION PROCESS DUE TO SPECIFIC FIELD COMPLICATIONS OR APPLICATIONS. OUR CALCULATIONS ARE PROVIDED AS A PROFESSIONAL COURTESY AND ARE BASED ON THE ILLUMINATING ENGINEERING SOCIETY RECOMMENDED PRACTICES AND ARE NOT NECESSARILY FULLY VETTED FOR CODE COMPLIANCE. IT IS THE RESPONSIBILITY OF THE ASSIGNED ENGINEER OF RECORD TO REVIEW AND APPROVE THE DRAWINGS, PRODUCTS AND INSTALLATION METHODS INCLUDING CONTROLS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE ENGINEER IS ULTIMATELY RESPONSIBLE FOR THE CODE COMPLIANT DESIGN THAT GETS BUILT, AND LIGHTING SYSTEMS OF COLUMBUS SHALL NOT BE HELD LIABLE FOR ANY ISSUES THAT MAY OCCUR DURING OR AFTER THE INSTALLATION.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD SEPTEMBER 18, 2023**

Meeting was called to order at 8:37 p.m. by Council President Jim Jolly. Present: Scott Bahr, Rob Donovic, Brandon McCullough, Kathleen McIntyre, Vice President Toy, and President Jim Jolly. Absent: Scott Morgan.

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 Bahr led the Pledge of Allegiance.

3. WAIVER PETITION: Planning Commission, re: Petition 2023-07-02-11, submitted by The Mannik & Smith Group, Inc. requesting waiver use approval to demolish an existing restaurant (Burger King) and construct a new automated car wash facility (Clean Express Auto Wash), at 34835 Plymouth Road, located on the south side of Plymouth Road between Stark and Wayne Roads in the Northwest $\frac{1}{4}$ of Section 33.

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

The petitioner's representative explained that one concern during the Planning Commission meeting was the amount of traffic that this would create but they expect a decrease in total traffic out onto Wayne Road from the site. He also mentioned that the rendering shows green vacuums, but he believes they will go with a gray option.

Councilmember Donovic asked Mr. Taormina to explain what quick brick is and if they plan to demolish the full building.

The petitioner's representative said it is a false brick façade and this will be a full demolition of the existing structure.

Councilmember Donovic asked if the seven vacuums to the southwest are necessary and what type of buffering will be used.

The petitioner's representative indicated they are required to have twenty parking spaces, and all will be equipped with vacuums. He indicated the noise making part will be located as far away from neighboring properties as possible on the north side. The east and west side have quite a bit of existing shrubbery and full trees between the Dunkin Donuts and the site that will remain. They don't anticipate a need for any further landscaping on that side. There is a Greenbelt buffer on the east side that is currently full of trees. The parking lot of the adjacent building comes right up to the property line on the north side. They are matching the existing curb

Minutes for the Study Meeting of September 18, 2023

line of the Burger King site on the east side and would be able to reduce the width of that drive lane and fit in some landscaping shrubbery if required.

Councilmember Donovic asked to speak to an owner of the property.

Dennis Miller, EWC, indicated they are located in Columbus Ohio and have 90 locations which are all company owned with no franchises.

Councilmember Donovic asked how so many car washes within miles of each other are going to survive.

Mr. Miller said most of the others in the area are old. This will be an express wash which is environmentally friendly and recycles water. They don't feel that they are too close to any other existing car washes.

Councilmember Bahr asked if the City Ordinance requires 20 parking spaces and if this amount is more than they would like on site.

Mr. Miller said the Ordinance does require 20 parking spaces but that is typical.

Vice President Toy said she is ok with this if we don't continue to put many more car was in the same area.

Councilmember Donovic asked how they will handle trash cans and littering. He asked if they will use free standing trash cans that can blow around.

Mr. Miller said they will have an attendant on site during business hours and will keep up with the trash.

Councilmember Donovic said he feels Council should require the trash cans be in a fixed structure.

Councilmember Bahr mentioned that the new data received today indicates they are delinquent on their taxes.

Mr. Miller said he thought the taxes had already been paid and would check with the owner.

Councilmember McIntyre agreed with Councilmember Donovic on the request of a better plan for trash cans.

Deb Christiansen, Resident, voiced her opposition to the car wash.

Councilmember Donovic asked about left turns onto Wayne Road.

Minutes for the Study Meeting of September 18, 2023

The petitioner indicated they will allow left turns onto Wayne Road because they are far enough away from the intersection of Plymouth and Wayne. They could legally allow turns left onto Plymouth but won't be due to the double left turn lane there.

Councilmember Donovic asked if Council can request no left turns on Wayne Road as well.

Mr. Taormina said Wayne County would have jurisdiction over those turn limits. Council can condition the approval and the petitioner would have to adhere to it. If Council doesn't condition the approval, Wayne County will have to review the plans to authorize the left turns from that driveway. He indicated he would recommend that Council include that language, at least as it relates to Plymouth Road because their intent isn't clear on the plans. It should be added to the resolution with respect to the prohibition of left turns onto Plymouth Road.

Councilmember Bahr offered an approving motion for the Regular agenda.

Councilmember Donovic offered a substitute approving motion to include the prohibition of left turns onto both Plymouth and Wayne Roads for the Regular agenda.

DIRECTION

APPROVING

REGULAR

APPROVING W/CONDITIONS

From: [Scheel, Lynda L.](#)
To: [Kasprowicz, Sara](#)
Subject: Item #3 on Study Agenda
Date: Monday, September 18, 2023 10:22:31 AM
Attachments: [34835 Plymouth 2023 Summer PP tax bill.pdf](#)
[34835 Plymouth 2023 Summer Real Property Tax Bill.pdf](#)

Hi Sara,

Item #3 on tonight's Study Agenda have not paid their summer tax bills, which were due on September 14, so they are now in delinquent status. I have attached both bills above.

In reviewing the Planning Commission minutes you can see that it was stated that there were taxes due, but not yet delinquent at that time.

I appreciate you letting City Council know this prior to the meeting tonight.

Thank you,
Lynda

Lynda L. Scheel, CPFA, CPFIM, MiCPT
City Treasurer
City of Livonia | Treasurer's Office
(734) 466-2244
lscheel@livonia.gov

MESSAGE TO TAXPAYER VISIT WWW.LIVONIATAX.ORG FOR TAX AND PAYMENT INFORMATION. THIS INFORMATION MAY BE PRINTED DIRECTLY FROM THE WEBSITE. WE RESERVE THE RIGHT TO CHARGE FOR DUPLICATES. WHEN PAYING BY CHECK, INCLUDE YOUR PHONE NUMBER AND PARCEL NUMBER. PLEASE USE ONLY THE 33000 CIVIC CENTER DRIVE, LIVONIA, MI 48154-3060 ADDRESS FOR MAILING CHECK PAYMENTS FOR TAXES.	PAYMENT INFORMATION This tax is due by: 09/14/2023 Pay by mail to: CITY OF LIVONIA TREASURER'S OFFICE 33000 CIVIC CENTER DRIVE LIVONIA, MI 48154-3060 Do not combine tax payments with other payments due to the City of Livonia. Payment for taxes must be on a separate check. **See reverse side for additional information**																																																									
PROPERTY INFORMATION Property Assessed To: BURGER KING - EYM KING OF MICH 34835 PLYMOUTH LIVONIA, MI 48150 MICH BUS TAX COMM PERSONAL EXEMPTION Prop #: 999 00 1060 000 School: LIVONIA PUBLIC Prop Addr: 34835 PLYMOUTH Legal Description: PERSONAL PROPERTY	TAX DETAIL <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Taxable Value:</td> <td style="width: 20%; text-align: right;">72,100</td> <td style="width: 20%;">COMMERCIAL I</td> </tr> <tr> <td>State Equalized Value:</td> <td style="text-align: right;">72,100</td> <td>Class: 251</td> </tr> <tr> <td>PRE/MBT %:</td> <td style="text-align: right;">100.0000</td> <td>DDA1 (1994)</td> </tr> </table> Sent to: PROPERTY OWNER <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">DESCRIPTION</th> <th style="text-align: right;">MILLAGE</th> <th style="text-align: right;">AMOUNT</th> </tr> </thead> <tbody> <tr><td>SCHOOLCRAFT CC</td><td style="text-align: right;">2.27000</td><td style="text-align: right;">163.66</td></tr> <tr><td>WAYNE CNTY OPER</td><td style="text-align: right;">5.60990</td><td style="text-align: right;">404.47</td></tr> <tr><td>SCHOOL DEBT</td><td style="text-align: right;">2.05000</td><td style="text-align: right;">147.80</td></tr> <tr><td>CNTY ISD SPEC ED</td><td style="text-align: right;">3.34430</td><td style="text-align: right;">241.12</td></tr> <tr><td>STATE EDUCATION</td><td style="text-align: right;">6.00000</td><td style="text-align: right;">432.60</td></tr> <tr><td>SCH SINKING FUND</td><td style="text-align: right;">0.78830</td><td style="text-align: right;">56.83</td></tr> <tr><td>SCHOOL OPERATING</td><td style="text-align: right;">3.00000</td><td style="text-align: right;">216.30</td></tr> <tr><td>CNTY ISD OPER</td><td style="text-align: right;">0.09560</td><td style="text-align: right;">6.89</td></tr> <tr><td>PLY RD DEVP AUTH</td><td style="text-align: right;">2.00000</td><td style="text-align: right;">144.20</td></tr> <tr><td>WCRESA ENHANCE</td><td style="text-align: right;">1.98760</td><td style="text-align: right;">143.30</td></tr> <tr><td colspan="3"> </td></tr> <tr> <td align="right">Total Tax</td> <td style="text-align: right;">27.14570</td> <td style="text-align: right;">1,957.17</td> </tr> <tr> <td align="right">Administration Fee</td> <td></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td align="right">Interest:</td> <td></td> <td style="text-align: right;">19.57</td> </tr> <tr> <td align="right">TOTAL AMOUNT DUE</td> <td></td> <td style="text-align: right;">1,976.74</td> </tr> </tbody> </table>	Taxable Value:	72,100	COMMERCIAL I	State Equalized Value:	72,100	Class: 251	PRE/MBT %:	100.0000	DDA1 (1994)	DESCRIPTION	MILLAGE	AMOUNT	SCHOOLCRAFT CC	2.27000	163.66	WAYNE CNTY OPER	5.60990	404.47	SCHOOL DEBT	2.05000	147.80	CNTY ISD SPEC ED	3.34430	241.12	STATE EDUCATION	6.00000	432.60	SCH SINKING FUND	0.78830	56.83	SCHOOL OPERATING	3.00000	216.30	CNTY ISD OPER	0.09560	6.89	PLY RD DEVP AUTH	2.00000	144.20	WCRESA ENHANCE	1.98760	143.30				Total Tax	27.14570	1,957.17	Administration Fee		0.00	Interest:		19.57	TOTAL AMOUNT DUE		1,976.74
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The below original stub required for payment processing. Please detach along perforation. Keep the top portion for your records.

DDA1 (1994)

Sent to: **PROPERTY OWNER**

Pay this tax to:

CITY OF LIVONIA
TREASURER'S OFFICE
33000 CIVIC CENTER DRIVE
LIVONIA, MI 48154-3060

PLEASE RETURN THIS PORTION WITH PAYMENT OR THE
ENTIRE BILL WITH SASE FOR A PAID RECEIPT

This tax is due by: **09/14/2023**

After 09/14/2023 additional interest and fees apply

2023 Summer Tax for Prop #: **999 00 1060 000**

TAXPAYER NOTE: Are your name & mailing address correct? If not, please contact the Assessor's Office. Thank You.

Property Addr: 34835 PLYMOUTH

(Partial payments are accepted)
Make Check Payable To: **CITY OF LIVONIA**

TOTAL AMOUNT DUE: **1,976.74**

Amount Remitted: _____

To: BURGER KING - EYM KING OF MICH
450 E JOHN CARPENTER FWY STE 100
IRVING TX 75062

Check# _____

Cash _____



MESSAGE TO TAXPAYER VISIT WWW.LIVONIATAX.ORG FOR TAX AND PAYMENT INFORMATION. THIS INFORMATION MAY BE PRINTED DIRECTLY FROM THE WEBSITE. WE RESERVE THE RIGHT TO CHARGE FOR DUPLICATES. WHEN PAYING BY CHECK, INCLUDE YOUR PHONE NUMBER AND PARCEL NUMBER. PLEASE USE ONLY THE 33000 CIVIC CENTER DRIVE, LIVONIA, MI 48154-3060 ADDRESS FOR MAILING CHECK PAYMENTS FOR TAXES.	PAYMENT INFORMATION This tax is due by: 09/14/2023 Pay by mail to: CITY OF LIVONIA TREASURER'S OFFICE 33000 CIVIC CENTER DRIVE LIVONIA, MI 48154-3060 Do not combine tax payments with other payments due to the City of Livonia. Payment for taxes must be on a separate check. **See reverse side for additional information**																																																									
PROPERTY INFORMATION Property Assessed To: EYM KING OF MICHIGAN, LLC 34835 PLYMOUTH LIVONIA, MI 48150 Prop #: 130 01 0009 004 School: LIVONIA PUBLIC Prop Addr: 34835 PLYMOUTH Legal Description: 33B9B2 10 11A1 11B2A1 SUPERVISORS LIVONIA PLAT NO 1 T1S R9E L65 P52 WCR THE W 24 FT OF LOT 9 ALL OF LOT 10 & PT OF LOT 11 DESC AS BEG S 89D 54M 30S E 105 FT FROM THE NW COR LOT 11 TH S 89D 54M 30S E 150.0 FT TH S 00DEG 25M 15S W 355.45 FT TH N 89DEG 54M 30S W 228.0 FT TH N 00D 25M 15S E 40 FT TH S 89DEG 54M 30S E 78.0 FT TH N 00D 25M 15S E 103.20 FT TH S 89DEG 54M 30S E 26.0 FT TH N 00D 25M 15S E 105 FT TH N 89D 54M 30S W 26.0 FT TH N 00D 25M 15S E 107.25 FT TO POB 1.23 ACRE *BALANCE OF DESCRIPTION ON FILE*	TAX DETAIL <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Taxable Value:</td> <td style="width: 20%; text-align: right;">213,370</td> <td style="width: 20%;">COMMERCIAL-1</td> </tr> <tr> <td>State Equalized Value:</td> <td style="text-align: right;">238,000</td> <td>Class: 201</td> </tr> <tr> <td>PRE/MBT %:</td> <td style="text-align: right;">0.0000</td> <td>DDA1 (1994)</td> </tr> </table> Sent to: PROPERTY OWNER <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">DESCRIPTION</th> <th style="text-align: right;">MILLAGE</th> <th style="text-align: right;">AMOUNT</th> </tr> </thead> <tbody> <tr><td>SCHOOLCRAFT CC</td><td style="text-align: right;">2.27000</td><td style="text-align: right;">484.34</td></tr> <tr><td>WAYNE CNTY OPER</td><td style="text-align: right;">5.60990</td><td style="text-align: right;">1,196.98</td></tr> <tr><td>SCHOOL DEBT</td><td style="text-align: right;">2.05000</td><td style="text-align: right;">437.40</td></tr> <tr><td>CNTY ISD SPEC ED</td><td style="text-align: right;">3.34430</td><td style="text-align: right;">713.57</td></tr> <tr><td>STATE EDUCATION</td><td style="text-align: right;">6.00000</td><td style="text-align: right;">1,280.22</td></tr> <tr><td>SCH SINKING FUND</td><td style="text-align: right;">0.78830</td><td style="text-align: right;">168.19</td></tr> <tr><td>SCHOOL OPERATING</td><td style="text-align: right;">9.00000</td><td style="text-align: right;">1,920.33</td></tr> <tr><td>CNTY ISD OPER</td><td style="text-align: right;">0.09560</td><td style="text-align: right;">20.39</td></tr> <tr><td>PLY RD DEVP AUTH</td><td style="text-align: right;">2.00000</td><td style="text-align: right;">426.74</td></tr> <tr><td>WCRESA ENHANCE</td><td style="text-align: right;">1.98760</td><td style="text-align: right;">424.09</td></tr> <tr><td colspan="3"> </td></tr> <tr> <td align="right">Total Tax</td> <td style="text-align: right;">33.14570</td> <td style="text-align: right;">7,072.25</td> </tr> <tr> <td align="right">Administration Fee</td> <td></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td align="right">Interest:</td> <td></td> <td style="text-align: right;">70.72</td> </tr> <tr> <td align="right">TOTAL AMOUNT DUE</td> <td></td> <td style="text-align: right;">7,142.97</td> </tr> </tbody> </table>	Taxable Value:	213,370	COMMERCIAL-1	State Equalized Value:	238,000	Class: 201	PRE/MBT %:	0.0000	DDA1 (1994)	DESCRIPTION	MILLAGE	AMOUNT	SCHOOLCRAFT CC	2.27000	484.34	WAYNE CNTY OPER	5.60990	1,196.98	SCHOOL DEBT	2.05000	437.40	CNTY ISD SPEC ED	3.34430	713.57	STATE EDUCATION	6.00000	1,280.22	SCH SINKING FUND	0.78830	168.19	SCHOOL OPERATING	9.00000	1,920.33	CNTY ISD OPER	0.09560	20.39	PLY RD DEVP AUTH	2.00000	426.74	WCRESA ENHANCE	1.98760	424.09				Total Tax	33.14570	7,072.25	Administration Fee		0.00	Interest:		70.72	TOTAL AMOUNT DUE		7,142.97
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PLEASE RETURN THIS PORTION WITH PAYMENT OR THE
ENTIRE BILL WITH SASE FOR A PAID RECEIPT

This tax is due by: **09/14/2023**

After 09/14/2023 additional interest and fees apply

2023 Summer Tax for Prop #: **130 01 0009 004**

TAXPAYER NOTE: Are your name & mailing address correct? If not, please contact the Assessor's Office. Thank You.

Property Addr: 34835 PLYMOUTH

(Partial payments are accepted)
Make Check Payable To: **CITY OF LIVONIA**

TOTAL AMOUNT DUE: **7,142.97**

To: EYM KING OF MICHIGAN, LLC
4925 N O'CONNOR, SUITE 200
IRVING TX 75038

Amount Remitted: _____

Check# _____

Cash _____





LETTER TO THE LIVONIA CITY COUNCIL

3.

Planning
August 31, 2023

MEETING DATE

S091823/R100223

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

WAIVER PETITION: Planning Commission, re: Petition 2023-07-02-11, submitted by The Mannik & Smith Group, Inc. requesting waiver use approval to demolish an existing restaurant (Burger King) and construct a new automated car wash facility (Clean Express Auto Wash), at 34835 Plymouth Road, located on the south side of Plymouth Road between Stark and Wayne Roads in the Northwest ¼ of Section 33.

BACKGROUND DETAILS

September 5, 2023

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2023-07-02-11 -Clean Express Auto Wash

Dear Council Members:

At the 1,204th Public Hearings and Regular Meeting held by the City Planning Commission on August 29, 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)

#08-58-2023 RESOLVED, That the City Planning Commission does hereby recommend to City Council that Petition 2023-07-02-11 submitted by The Mannik & Smith Group, Inc. requesting waiver use approval under Section 6.07 of the Livonia Zoning Ordinance, as amended, to demolish an existing restaurant (Burger King) and construct a new automated car wash facility (Clean Express Auto Wash), at 34835 Plymouth Road, located on the south side of Plymouth Road between Stark and Wayne Roads in the Northwest ¼ of Section 33, be approved subject to the following conditions:

1. The Site Plan, identified as C200, dated August 21, 2023, prepared by Mannik Smith Group, is approved and shall be adhered to.
2. The hours of operation shall be limited to the following: Monday through Saturday from 7:00 a.m. to 8:00 p.m. and Sunday from 9:00 a.m. to 6:00 p.m.

3. The Landscape Plan identified as L100, and Landscape Notes & Details identified as L101, both dated August 21, 2023, prepared by Mannik Smith Group, are approved and shall be adhered to.
4. The Plymouth Road Development Authority (PRDA) streetscape improvements (i.e., brick piers and fencing) shall be installed along Plymouth Road to the satisfaction of the Planning Director.
5. All disturbed lawn areas, including road rights-of-way, shall be sodded instead of hydroseeding.
6. Underground sprinklers shall be installed for all landscaped and sodded areas. All planted materials shall be installed to the satisfaction of the Inspection Department and permanently maintained in a healthy condition.
7. The Exterior Elevations Plan, identified as A2-1, dated May 17, 2023, prepared by SBA Studios, is approved and shall be adhered to.
8. All rooftop mechanical equipment shall be concealed from public view on all sides by screening, consisting of material compatible in color with other exterior materials on the building.
9. The three walls of the trash dumpster area shall be constructed out of building materials that complement the building, and the enclosure gates shall consist of opaque and durable steel or composite panels.
10. All light fixtures shall not exceed a height of twenty feet (20') and shall be aimed and shielded to minimize stray light trespassing across property lines and glaring onto adjacent roadways. All exterior lights shall be turned off or dimmed between 8:30 p.m. and 7:30 a.m.
11. The Inspection Department shall review the existing masonry wall along the south property line and, if needed, be brought up to the Zoning Ordinance's current specifications.
12. Only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
13. No LED light band or exposed neon shall be permitted on this site, including, but not limited to, the building or around the windows.
14. Unless approved by the Inspection Department, any type of exterior advertising, such as promotional flags, streamers, or sponsor vehicles designed to attract the attention of passing motorists, shall be prohibited.
15. The plans referenced in this approving resolution shall be submitted to the Inspection Department with the building permit application(s) and
16. Per Section 13.13 of the Livonia Zoning Ordinance, this approval is valid for one (1) year from the date of approval by the City Council. Unless a building permit is obtained, this approval shall be null and void after the one (1) year period.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the

provisions of Section 13.13 of the Livonia Zoning Ordinance, as amended.

ATTACHMENTS

1. Petition 2023-07-02-11_Finance updated
2. 2023-07-02-11_E-COUNCIL Pkt
3. Livonia - Site Analysis

APPROVED BY



Mark Taormina, Planning and Economic Development Director

Date: September 05, 2023



Maureen Miller Brosnan, Mayor

Date: September 05, 2023

Transaction Statement

Service Address

34835 PLYMOUTH
LIVONIA, MI 48150

Mailing Address

EYM REALTY OF MI
4925 N O'CONNOR STE 200
IRVING, TX 75062

Account Number

014206350-001

Amount Due

\$223.86

Account Number

014206350-001

From - Through

07/01/2022 - 08/25/2023

Services

Water & Sewer - Metered

Service Address

34835 PLYMOUTH
LIVONIA, MI 48150

Beginning Balance

\$0.00

Date	Type	Amount	Description
07/15/2022	Bill	\$955.28	Due Date 08/10/2022
08/15/2022	Penalty	\$95.53	
09/30/2022	Payment	(\$955.28)	Check
10/15/2022	Bill	\$756.10	Due Date 11/10/2022
10/25/2022	Payment	(\$955.28)	Check
01/17/2023	Bill	\$808.06	Due Date 02/10/2023
02/14/2023	Penalty	\$70.44	
04/15/2023	Bill	\$851.36	Due Date 05/10/2023
05/12/2023	Penalty	\$162.62	
07/14/2023	Bill	\$449.78	Due Date 08/10/2023
08/15/2023	Penalty	\$223.86	
08/22/2023	Payment	(\$2,238.61)	Check

Total Due

\$223.86

Transaction Statement

Account Number

014206350-001

Petition 2023-07-02-11 submitted by The Mannik & Smith Group, Inc. requesting waiver use approval under Section 6.07 of the Livonia Zoning Ordinance, as amended, to demolish an existing restaurant (Burger King) and construct a new automated car wash facility (Clean Express Auto Wash), at 34835 Plymouth Road, located on the south side of Plymouth Road between Stark and Wayne Roads in the Northwest ¼ of Section 33.

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: 7-31-23 Petition 2023-07-02-11

Site Address: 34835 Plymouth Rd Sidwell 46130010009004 Zoning of Property C-2

Requesting Approval To Construction of a new Express Car Wash

Applicant: Jacob Rilett Business/Company: The Mannik & Smith Group, Inc

Applicant's Address: 607 Shelby Street City: Detroit State: MI Zip Code: 48226

Applicant's Phone # (313) 961-9500 Applicant's Email jrilett@manniksmithgroup.com

Contact Person: KYLE WRENTMORE, PE Business/Company: DMC Real Estate Advisors

Contact's Address: 2600 W Big Beaver, Suite 41 City: Troy State: MI Zip Code: 48084

Contact's Phone # (248) 342-1426 Contact's Email dennismillet@mkiezi.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 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
<u>3,677</u> 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)	+ 80
	Total Amount Due	\$ <u>780</u>

Owner of Property: EYM Realty of Michigan LLC

Owner's Address: 4925 N O'Connor Rd, Ste 200 City: Irving State: TX Zip Code: 75038

Owner's Phone # 214 8149-3800 Owner's Email salvador.elias@eymgroupp.com

Signature of Salvador Elias Print Name: Salvador Elias

Subscribed and sworn to before me this 26 day of July 2023 at Dallas State of Texas

Signature of Notary [Signature] My commission expires 11/29/24

Acting in the County of Dallas

RECEIVED
OFFICE OF THE CITY CLERK
CITY OF LIVONIA
PLANNING COMMISSION
JUL 31 2023
2023 JUL 29 AM 10:17

**MINUTES OF THE 1,204th PUBLIC HEARINGS AND REGULAR MEETING
HELD BY THE CITY PLANNING COMMISSION
OF THE CITY OF LIVONIA**

On Tuesday, August 29, 2023, the City Planning Commission of the City of Livonia held its 1,204th 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 #2 PETITION 2023-07-02-11 Clean Express Auto Wash

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2023-07-02-11 submitted by The Mannik & Smith Group, Inc. requesting waiver use approval under Section 6.07 of the Livonia Zoning Ordinance, as amended, to demolish an existing restaurant (Burger King) and construct a new automated car wash facility (Clean Express Auto Wash), at 34835 Plymouth Road, located on the south side of Plymouth Road between Stark and Wayne Roads in the Northwest ¼ of Section 33.

Mr. Taormina: Thank you. This is a request to construct a new carwash facility on the south side of Plymouth Road just east of Wayne Road. The site is the former Burger King restaurant. The zoning of the property is C-2 (General Business). The net land area of the property is 1.23 acres with 150 feet of frontage on Plymouth Road by a depth of 355 feet. The parcel also has 40 feet of frontage on Wayne Road, which provides secondary access to the rear of the property. The existing 2,750 square foot restaurant, developed in early 1980s, would be demolished. There are three driveways. Two are on Plymouth Road and the other is on Wayne Road. To the north, west and east, fronting Plymouth Road, are a variety of commercial uses. To the south are residential homes zoned RUF. The proposed carwash would be in the same general location as the existing restaurant, which is along the east side of the property. The overall dimensions of the building would be 31 ½ feet by 123 feet for a total of roughly 3,677 square feet. The driveway locations would remain unchanged. The west driveway on Plymouth Road and the driveway on Wayne Road would both be designed to accommodate two-way traffic and then the easterly driveway on Plymouth Road would be one way right turn only for vehicles exiting. There would be three service lanes providing access to the carwash. These would be on the south side of the building where the entrance would be located. All three lanes would provide stacking for vehicles. Each lane would have a pay station which would be about 50 feet south of the carwash. These would include point of sales kiosks with digital menu boards and self-serve pay stations. There would also be non-illuminated overhead canopies above each of the pay stations. Automated gates would control access to the carwash. Beyond the pay stations, the service lanes taper to form a single lane with a 17 foot bypass lane that would be provided along the east side of the carwash. To familiarize everyone with the site plan, and it may be difficult to see, this is the carwash building in the same general location as the existing Burger King restaurant. The three service lanes that I referred to are located here on the south side of the building. This is where the pay kiosks would be located. You can see where these lanes taper down right at the point of entry into the carwash, and this is the bypass lane shown on the east side of the building. Parking is provided on the west half of the site between the carwash and the neighboring Dunkin Donuts restaurant. As customers exit the carwash, they can either leave the site using the east driveway on the Plymouth Road, or they can remain on the property by turning left and looping back into the site to one of the vacuum units at the parking spaces

adjacent to the building or continue south and exit the site on to onto Wayne Road. Auto wash establishments are required to have no fewer than 20 parking spaces. The site plan shows 25 spaces. Of these, 21 would be equipped with the self-serve vacuum stations. The building itself would include light and dark shades of a quick brick material, as well as horizontal fiber cement siding. Windows would be installed on both sides of the building. The overall height of the building is 22.4 feet. There is a dumpster shown on the south end of the parking lot. The enclosure walls would be 7' 4". All stormwater management would be detained underground. The landscaping plan submitted with the application shows three full sized trees, one ornamental tree and then 26 shrubs along Plymouth Road. Note too that the revised plans show brick piers and fencing similar to what the PRDA has installed along Plymouth Road. Adjacent to the residential to the south, the zoning ordinance requires a six foot high masonry wall. There is an existing wall at this location, however, it is less than six feet in height and will need to be replaced. Site lighting would be limited to a height of 20 feet. We also note that the photometric plan would have to be revised in order to comply with the standards of the ordinance. For signage, they have made revisions. While they're allowed two wall signs at 46 ½ square feet total plus the ground sign, the plans are showing one wall sign totaling 30 square feet and one ground sign at 32 square feet. There might be a slight deviation on the ground sign or adjustment needed. But otherwise, it's in compliance. 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 August 1, 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 #34835 Plymouth Road. The legal description provided appears to be correct and should be used in conjunction with this petition should the waiver use be approved. The existing parcel is currently served by public water main, sanitary sewer, but there is no information on proposed alterations to the services, so we cannot comment on impacts to the existing systems at this time. Should the service leads need to be revised, the owner will need to submit drawings to this department to determine if permits will be required. Most likely*

the water service will need to be upgraded for the proposed use of the property, which may require work within the Plymouth Road right-of-way to access the existing main. The existing site has an existing storm system, but does not have detention as required with any new development. If the waiver use is approved, detailed site plans should be submitted to this Department to determine what improvements to the existing system will be required. It should be noted that any work within the Plymouth Road right-of-way, will require the owner to obtain permits with the Michigan Department of Transportation.” 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 10, 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. 1. Access for emergency vehicles 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. 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 29, 2023, which reads as follows: *“Pursuant to your request, the above-referenced Petition has been reviewed. 1. A variance from the Zoning Board of Appeals would be required for the excess signage. 2. Parking spaces shall be 10’ wide and 20’ deep and double striped. 3. The dumpster enclosure must be constructed of the same or compatible material and colors as the principal building in terms of texture and quality. The walls of the enclosure shall be a minimum of 6’ in height or 1’ above the dumpster, whichever is greater. The enclosure gates shall be of solid panel steel construction or durable, long-lasting solid panel fiberglass and, when not in use, closed at all times. 4. The van-accessible barrier-free parking space shall be sized, signed, and marked in accordance with the Michigan Barrier-Free 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 August 11, 2023, which reads as follows: *“I have reviewed the address connected with the above noted petition. The following amounts are due to the City of*

Livonia: Unpaid water and sewer charges: \$ 2,238.61 Total Due City of Livonia \$ 2,238.61 " The letter is signed by Connie Kumpula, Chief Accountant. However, those monies, as we understand it have been paid, except for a penalty fee that is still outstanding. The next letter is from the Treasurer's Department, dated August 11, 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, and although they are not delinquent at this time, ALL taxes for this location that are on the 2023 tax roll will need to be paid before the demolition of the building." The letter is signed by Lynda Scheel, Treasurer. That is the extent of the correspondence.

Mr. Wilshaw: Thank you.. Is there any questions for our planning staff? I don't see any questions for our planning staff. Our petitioner is here. Good evening, sir.

Jake Rilett, Mannnik & Smith Group, 607 Shelby Street, Detroit, MI

Mr. Wilshaw: Thank you. And what would you like to tell us about your petition?

Mr. Rilett: I mean, quite a bit of it was actually covered already. But basically, the main objective for the site was to maintain the existing traffic flow throughout, keep the building in same place, keep the three accesses functioning as they already do. We made an effort to match the curb lines as much as possible, the existing curb lines, but if any revisions aren't necessary for landscaping, it is possible. In terms of noise or water concerns, we've had several of these sites throughout the Midwest with no impact on water pressure in the area, that's due to the water reclamation system that reuses almost all the water used on each wash. So literally no effect on neighboring water pressure for any residents in the area. The noise is...we have a noise study that we submitted that shows that within 30 feet of the building and vacuum correlators the noise is down to within 35 to 40 decibels, which is lower than the existing streetscape or street noise, and the closest one to any residential property is already well over 100 feet away, let alone the 30 feet from our study. So, there shouldn't be any noise issue prevented. In terms of the utility connections, that's definitely something we can look into once we get into the engineering review, if waiver-use is to be approved, and we'll make an effort to, you know, comply with any ordinances or requirements on that. As of now,

UNAPPROVED MINUTES

6

though, we were making an effort to avoid doing anything in the MDOT right of way. So that has not been the focus at this point.

Mr. Wilshaw: Right. Well, thank you for your presentation. Let's see if there's any questions for you. Any planning commissioners with questions for our petitioner? Mr. Long, and then Mr. Ventura.

Mr. Long: Thank you. Twenty-one vacuums, is that a standard number? I mean, it seems like a lot of vacuums to me.

Mr. Rilett: The focus in general is to get as many as we possibly can. If we're required to have the 20 parking spaces anyway. They might as well be vacuum spaces as well.

Mr. Long: You said you had a sound study done, and that the closest vacuum to residential is 100 feet away.

Mr. Rilett: Yeah.

Mr. Long: But did they consider all 21 vacuums running at once?

Mr. Rilett: The vacuums themselves do not make any noise. It's only the vacuum correlators, which there are three of them on the site. So that's located as far as possible away from the residential.

Mr. Long: Thank you.

Mr. Wilshaw: Thank you, Mr. Long. Mr. Ventura.

Mr. Ventura: At our study session, the observation was made that your bypass lane really doesn't function as a bypass lane, and it was suggested that the pay stations be moved west so that the bypass lane could come into the driveway prior to the pay stations. Is there a reason that that didn't happen?

Mr. Rilett: Yes. So, these are not completely self-serve pay lanes. There will always be an employee on site at the pay lanes to let someone through, if need be, but it is the express wash standard to have the bypass lane. It's more of an emergency bailout lane after the pay stations.

Mr. Ventura: So, each one of these lanes is manned full time...the whole time you are open?

Mr. Rilett: At least one employee will be out at all times.

UNAPPROVED MINUTES

7

Mr. Ventura: 100% of the time?

Mr. Rilett: During operational hours. Yes.

Mr. Ventura: So, if somebody gets there and wants to bypass, you just wave them through.

Mr. Rilett: Dennis Miller is here from Express Wash.

Dennis Miller, 2600 West Big Beaver, Suite 410, Troy, Michigan. I'm the consultant for the carwash and it's similar to what we did at Farmington Road. We have a site that was approved there too last November, December. So similar layout is as that with the bypass lane and such. So, we always have people outside. We have at least one person dedicated to the vacuums and the site itself to make sure there's no issues, clean up and that type of thing. So, if there's issues with the kiosk or somebody's having trouble, you know, we can we what we need to do to get it taken care of.

Mr. Ventura: So, are you saying there's only one person on the site and they're all over the place or there's one person on site dedicated to these pay lanes?

Mr. Miller: To the pay lanes. One person, we have two other people, we have an indoor kind of a little office inside where we have some cleaning supplies and such for people to come in and buy. So, we have three, usually around three people. Busier times, we might have five or six, depending on, you know, the traffic flow and what's going on with the site, but there's one person dedicated to the outside.

Mr. Ventura: Okay, thank you, Mr. Chairman.

Mr. Wilshaw: Thank you, Mr. Ventura. Thank you, Mr. Miller. Any other questions for our petitioner?

Mr. Wilshaw: I don't see any other questions from any of the commissioners? Is there anyone in the audience wishing to speak for or against this petition? Feel free to come forward, ma'am.

Mr. Wilshaw: Good evening.

Charles and Dorothy Mitchell, 34907 Elmira, Livonia, MI

UNAPPROVED MINUTES

8

- Mr. Wilshaw: Very good. Thank you, Mrs. Mitchell. What would you like to let us know?
- Mrs. Mitchell: Our concern is getting in and out of our driveway. Mostly getting out of the driveway to access Plymouth Road. I have my little my little drawing here. But that is mostly our...because even with the current traffic it sometimes at certain times a day is hard getting out of our driveway. When our young adults still lived at the home, we instructed them right after we moved over there, not to get stressed if they had a problem getting out of the driveway certain times a day. And so what we told them to do, which is what we do sometimes, due to traffic, we may make a right turn out of our driveway onto Wayne road. Go over to the next street, which is Parkdale and go down to...I just had a blank, but anyway, go down to the next street and make a right turn come back to Plymouth and then go on our way. I thought I was prepared for this. But once I got here, I'm like, Oh, I guess I'm not.
- Mr. Wilshaw: You're doing fine.
- Mrs. Mitchell: So that's our primary concern, and then now after seeing the visual, it looks like it's more. It's more of a carwash than we expected. And I think...does that conclude. Okay.
- Mr. Wilshaw: All right. I thank you for coming up and letting us know your concerns.
- Mrs. Mitchell: I hope it was clear.
- Mr. Wilshaw: Oh, you were definitely. We understand that your concern is a traffic concern. About the traffic on Wayne Road and across from Elmira. So, I think we got that and we'll take that into consideration as we go forward here.
- Mrs. Mitchell: Thank you very much. Thank you, Mrs. Mitchell.
- Mr. Wilshaw: Is there anyone else in our audience wishing to speak for against this petition? I don't see anyone else coming forward. Again, I'll go to the petitioner and see if there's any comments that our petitioner would like to make. Sir, would you like to make any additional comments before we make our decision?
- Mr. Rilett: I don't believe so. No, no additional comments at this point. Thank you.

UNAPPROVED MINUTES

9

- Mr. Wilshaw: Okay. Let me see if there's any other questions from any of our commissioners. Mr. Long.
- Mr. Long: Thank you. To Mrs. Mitchell's concern about the, I guess, the appearance of the carwash, Mr. Taormina, could you bring up the rendering again of the kind of like the sky view of it that showed all the green color and so in that the vacuums are green and they're bright, and they're loud, however, at the study session, I believe, it was discussed that this is just a rendering and the actual vacuums for this site are planned to be more of a neutral color. Is that correct?
- Mr. Rilett: Yes. This is the default rendering that they provide for all the sites. They also come in a gray or black, I believe Gray is the plan color for the site.
- Mr. Long: Thank you. Thank you, Mr. Chairman
- Mr. Wilshaw: All right. Good that we have that on record. Any other questions from any of our commissioners, before we make your decision?
- Mr. Rilett: I do also have samples of the quick break materials and building materials. If anyone would like to see those to some point.
- Mr. Wilshaw: Oh, do you have like a sample board that you can show us? Why not? Now our trusty camera crew can get it. That's fine, you can just rest them there. They'll pick it up.
- Mr. Rilett: Some of the materials that will be used on the building facade, and then I also have this is an imitation wood that would be used as well on the exterior of the building,
- Mr. Wilshaw: along with the brick there, yeah. Thank you.
- Mr. Rilett: And then the materials used on the dumpster enclosure would be set to match the building as well.
- Mr. Wilshaw: Okay, so the darker color that we're looking at on, which is on the right for me, is the lower portion of the building, and then the lighter color is the upper portion.
- Mr. Rilett: Yep. And there'll be panelboard as well.
- Mr. Wilshaw: Okay. All right. Excellent. Is there any questions or comments from any of our commissioners? Mr. Caramagno.

Mr. Caramagno: We've talked a lot about the building, what are the hours? Days? Tell us about that.

Mr. Rilett: So, weekdays and Saturdays would be 7am to 8pm, and Sundays 9am to 6pm. The vacuums shut off at eight, but they're on until the customers using them leave. So, they are automatically shut off at 8:30. The lighting will be off by 10:30, and there's generally no loitering issues with a carwash site like this.

Mr. Caramagno: How many cars do you expect to travel through here on a given day? I'm sure the weekends are more but what kind of traffic?

Mr. Rilett: So, 100% efficiency, that can be a car every 36 seconds or 100 vehicles an hour. Ninety-eighth percentile queue length is only eight cars and we can have stacking space for up to 28. So there's not going to be any issue backing out and blocking the actual traffic through the road. That just doesn't happen. As far as total volume...Dennis might be able to speak to that slightly better than I can, bBut 100 vehicles an hour is basically the overall volume that we can service.

Mr. Caramagno: So that's what you can service. Is that typically what a carwash of this size will service or is it more or less, I mean, that's obviously optimal what you're looking for there.

Mr. Rilett: I will let Dennis talk to you about that.

Mr. Miller: One hundred on a snowy day or early, sunny day in the wintertime when everyone's getting a carwash type thing. We have the capacity to do 100, but that doesn't happen very often, maybe a couple of times a year. So it's more than you know, the 30-40 cars type of thing an hour, you know, on a day and the stacking like you said, the stack and we got all kinds of stacking and usually six to eight car stacking on typical day and on a really really busy day we hit here we have the opportunity to stack a lot more cars but as it gets busier, our people know it's getting busier to them and they go outside and direct the traffic to make sure there's not issues on Wayne Road or Plymouth Road to make sure that people get in and out and it's not problems for the interior of the site.

Mr. Caramagno: I think my question was more in line with how much more traffic is this going to add to the area based on the lady's question earlier getting out of her driveway. Is it gonna be much more dramatic than what the Burger King was?

Mr. Miller: No, not at all. We feed off the traffic that...there's a lot of traffic there obviously at Wayne and Plymouth Roads, but it's more local neighborhood traffic too, so we don't bring people in from miles and miles away unless someone's working down the street or something on their way out and that type of thing. So, with more of a neighborhood type destination for everybody. So, we feed off the traffic that is there. We would expect a decrease in volume compared to Burger King.

Mr. Caramagno: Okay, I see. You added to the driveway in front of the carwash. Kind of squared that up a little bit to get out. Make it a cleaner exit once you come out of the carwash?

Mr. Rilett: Yes. The existing geometry of the exit lane aligns more with our bypass lane, the actual exit of the building itself. So, we did...that was one of the only areas where we deviated from the existing pavement layout was to make a more fluid transition from the building exit to the exit lane on the northeast corner of the property there.

Mr. Caramagno: Yeah. Good. Thank you.

Mr. Wilshaw: All right. Any other questions for our petitioner? Mr. Taormina?

Mr. Taormina: I believe you had a note indicating that signage would be installed to prohibit left hand turns on the two Plymouth Road driveways. What was your plan there?

Mr. Wilshaw: Restricting left turns on to Plymouth Road.

Mr. Rilett: Oh, yeah. So, at first we were...because this exit lane is in the northeast corner and is technically far enough away from the intersection where if we wanted to try to include a left turn lane, it would have been allowable by the...legally, but based on the geometry of Plymouth Road itself, with the two left turns there and the existing geometry of the driveway in order to not interfere with the MDOT right away at this point, we decided to restrict it to right turn only.

Mr. Taormina: Just so that everyone is clear, you're talking about which driveway restricting...

Mr. Rilett: The northeast corner. Basically, the one that would come straight out from the carwash itself.

- Mr. Taormina: There would be no left turns from either of the two driveways on Plymouth Road?
- Mr. Rilett: Yes, that would be true.
- Mr. Taormina: Thank you.
- Mr. Wilshaw: Okay, and that would be accomplished through a sign?
- Mr. Rilett: Yes, we have a sign shown on the site plan, as well as the paint marking sign on the pavement itself.
- Mr. Wilshaw: Okay. All right. Any other questions or comments? Just a couple of quick questions. Your business model, is it a primarily a subscription-based carwash service? Or are we looking at pay per use? You can do both?
- Mr. Miller: Both. We try to do the monthly use if we can, but I think it's \$7 to do a single wash if you want to do that. You can add wax to it, and there's a scale and everything. We don't have any opening in southeast Detroit yet. So, we're looking forward to a lot of locations next year. The closest one is in Toledo. We have seven in Toledo.
- Mr. Wilshaw: Okay
- Mr. Miller: And we're out of Columbus, our headquarters are out of Columbus. And we're in five different states. And I think we just hit 90 carwashes was all operated by the company, no franchisees. So, it's all company run district managers and regional managers and that type of thing. So, it's real consistent operations too.
- Mr. Wilshaw: That was actually going to be my next question. Was this a franchise operation? But okay, so it's corporate owned. And there is not a lot of space between the pay stations and the actual entrance to the carwash? I assume that? Is there some sort of queuing process that happens at the gate where the gate doesn't open until there's room for the car to move forward? Or how does that work if we get backed up?
- Mr. Rilett: Yeah, the gates are intended to stagger the cars into the actual funnel toward the building itself. And the space there is meant to maximize the amount of stacking spaces that we do have, just in case of high peak volume, just to make sure that that doesn't backup and restrict. Because we don't allow left turns out of

there, we want to make sure that cars are able to get to that lane road exit, if they do want to go left on Plymouth. So, we wanted to make sure as much as possible that there's not going to be any chance of cars backing up and blocking that turnout.

Mr. Wilshaw: Okay. And normally when I've seen these tunnels type carwashes, there's a person that stands at the entrance to the carwash that kind of guides cars onto the rails and so on. Is that...are you going to have a person doing that as well? Or is that...

Mr. Mitchell: No, it depends on how busy it is. But we, you know, we have three people. So, there's one person probably in the office and one person outside and the other person is kind of floating around and making sure that everything's running smoothly. So, issues, you know, we got people that are ready to act if something goes wrong, or someone's having trouble getting on the right conveyor system and that type of thing.

Mr. Wilshaw: So, people pretty much do it themselves there with your system.

Mr. Mitchell: Yeah, pretty much.

Mr. Wilshaw: Interesting. Okay. All right. I think that covers my questions. I think there's a couple more here. Mr. Long.

Mr. Long: Thank you, Mr. Chairman. One thing stood out. Mr. Rilett. You said in response to Mr. Caramagno's question about the hours that they would shut down at eight o'clock Monday through Saturday, however, the lights would remain on until 10:30. Is there a reason why the lights have to stay on that much after closing?

Mr. Rilett: That's just the standard for the Express wash system.

Mr. Mitchell: Depending on the area, you know, we could turn them off earlier if we had to. Once we are closed, we are closed. I think we have wall packs that we keep on all night long, just kind of for security reasons, but, I mean, the lighting after 8:30, I think that's probably more of a summertime thing, you know. It doesn't get dark 'til 10:30. So, we probably can put that outside time of when they go off. So...

Mr. Long: Okay, you know, it doesn't make a whole lot of sense to me to have them on when you're not...for you not for the city, not for the neighbors, not for anybody and yeah, during the summer,

it's not gonna matter. I would suggest a change to that. Thank you. Thank you, Mr. Chair.

Mr. Wilshaw: Thank you, Mr. Long. Was there any other questions from any commissioners? Mr. Ventura?

Mr. Ventura: Thank you, Mr. Chairman. Mr. Rilett, many car washes of this type that I'm familiar with, have people standing outside the exit where the cars come out and they hand drive the cars. Is that something that happens here?

Mr. Miller: No. Our drying systems are really, really nice, so they have this... we have the shami kind of system too besides the blowers that go...we have shammies to do the car. So, it's pretty good when they get out of there, so we don't do the full service drying afterwards, and we don't do the interior cleaning and all that kind of stuff. It's express and they leave. Besides people, a lot of times people go to the vac after they get the carwash. They'll go to the vacs and use the vacuum cleaners and they're free, of course. So, we'd like to have usually our typical, we'd like to have 20 vacs if we can just with our customers that it's surprising how many people like to use the vacs, you know, once they got familiar with them.

Mr. Ventura: Okay, thank you. Thank you, Mr. Chairman.

Mr. Wilshaw: Thank you, Mr. Ventura. Any other questions? We've exhausted all our questions. I think we are now in a point where we can have a motion. Thank you for your time. Thank you, sir. Oh, Mrs. Mitchell, do you want to come forward? That way we can hear you over those fans.

Mrs. Mitchell: My husband was just questioning like, well, you had a conversation about this, but my husband was questioning...wanted to confirm the entrance and the exit to the carwash, because sometimes we couldn't hear, and then this brought up another thought. Our neighbors across the street from us. We didn't talk to them. I don't know if they received the information or not, because directly across the street from us on Wayne Road, you know, to see if they received the notices, because I think that they would be affected more than we would be. Right. That's all.

Mr. Wilshaw: Yeah, there's a...I think it's a five...is it a 500-foot radius, Mr. Taormina?

Mr. Taormina: 300 feet. So, anyone within 300 feet radius of the property would receive a notification.

Mr. Wilshaw: Okay. So the people that are immediately south of the property, I'm sure would have been notified...your neighbors in that area. In fact, this yellow, yellow highlighted properties on this map are the ones that were notified based on that radius. So, it's a pretty good range of people there that are around the property. As far as the drives go, the discussion was about restricting left turns out of the two drives that go to Plymouth Road, because of the fact that there's the double left turn lane, right there to go on to Wayne. So, the petitioner is going to indicate right turn only for those two north drives exiting Plymouth Road. That was that was the discussion there. Okay? So does that answer your questions?

Mrs. Mitchell: Yes, it does.

Mr. Wilshaw: Very good. Your husbands behind you is he's got a...

Mr. Mitchell: I got a question. Is the entrance on Wayne Road, north Wayne road, just this side of Plymouth. And this will be on Plymouth?

Mr. Wilshaw: There's going to be two exits on Plymouth Road and then there's gonna be the exit on Wayne road as well.

Mrs. Mitchell: Okay, I can show him on the diagram that we have here.

Mr. Wilshaw: Yeah, basically, none of the exits are... the curb cuts, if you will, from the existing property aren't going to change. They're all going to remain the way they are currently. So, there's the one on Wayne road and two on Plymouth.

Mrs. Mitchell: Okay. I'll show it to him on the diagram.

Mr. Wilshaw: You have the map there, okay. All right.

Mrs. Mitchell: Thank you.

Mr. Wilshaw: You're welcome, ma'am. If there's no questions from any of our commissioners. A motion will be an order.

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

#08-58-2023 **RESOLVED**, That the City Planning Commission does hereby recommend to City Council that Petition 2023-07-02-11

submitted by The Mannik & Smith Group, Inc. requesting waiver use approval under Section 6.07 of the Livonia Zoning Ordinance, as amended, to demolish an existing restaurant (Burger King) and construct a new automated car wash facility (Clean Express Auto Wash), at 34835 Plymouth Road, located on the south side of Plymouth Road between Stark and Wayne Roads in the Northwest ¼ of Section 33, be approved subject to the following conditions:

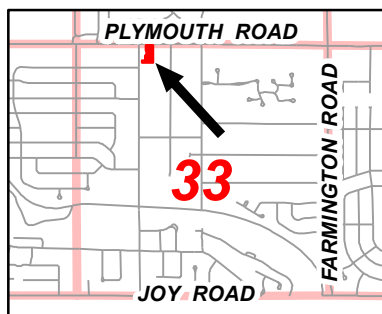
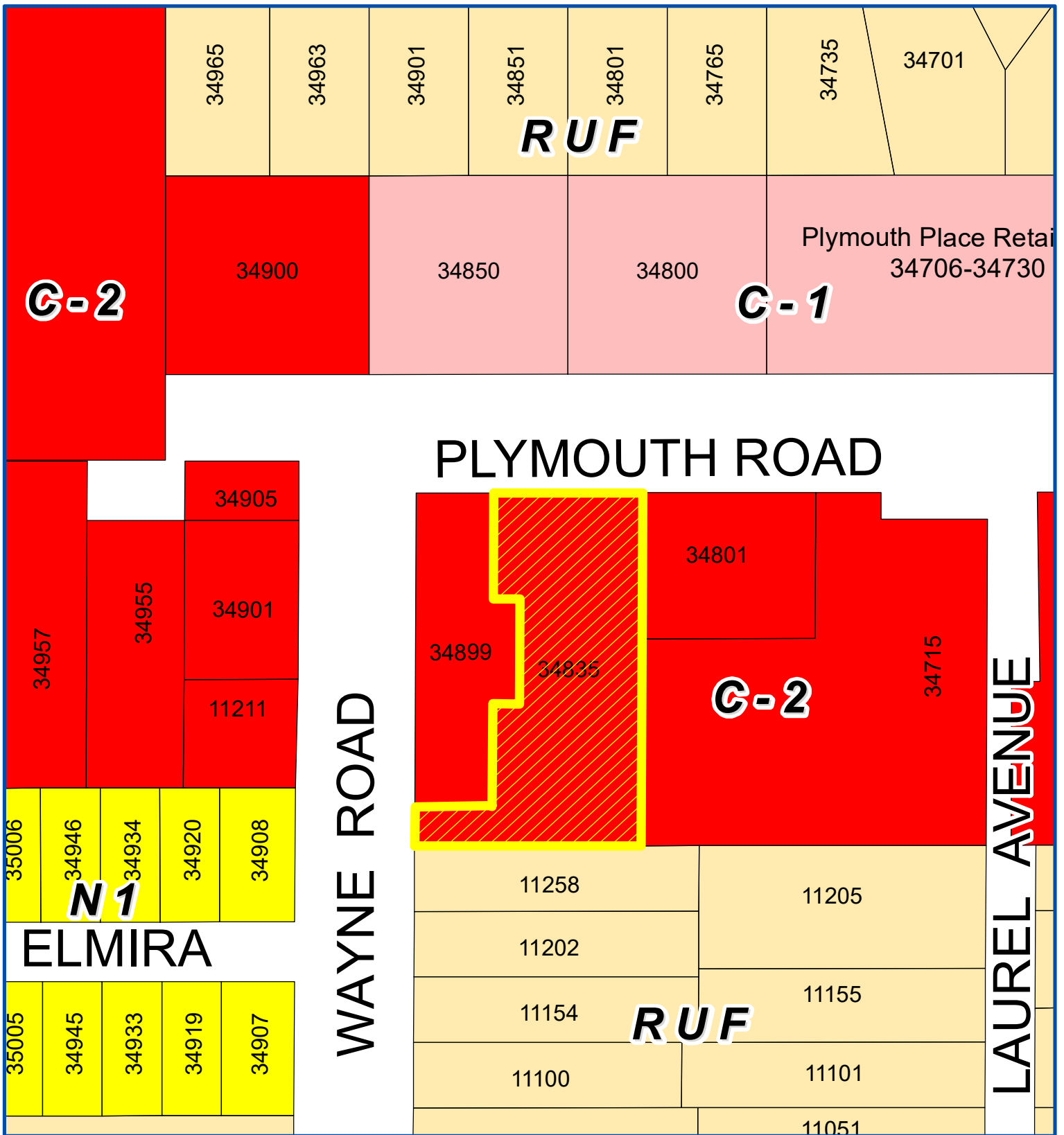
1. The Site Plan, identified as C200, dated August 21, 2023, prepared by Mannik Smith Group, is approved and shall be adhered to.
2. The hours of operation shall be limited to the following: Monday through Saturday from 7:00 a.m. to 8:00 p.m. and Sunday from 9:00 a.m. to 6:00 p.m.
3. The Landscape Plan identified as L100, and Landscape Notes & Details identified as L101, both dated August 21, 2023, prepared by Mannik Smith Group, are approved and shall be adhered to.
4. The Plymouth Road Development Authority (PRDA) streetscape improvements (i.e., brick piers and fencing) shall be installed along Plymouth Road to the satisfaction of the Planning Director.
5. All disturbed lawn areas, including road rights-of-way, shall be sodded instead of hydroseeding.
6. Underground sprinklers shall be installed for all landscaped and sodded areas. All planted materials shall be installed to the satisfaction of the Inspection Department and permanently maintained in a healthy condition.
7. The Exterior Elevations Plan, identified as A2-1, dated May 17, 2023, prepared by SBA Studios, is approved and shall be adhered to.
8. All rooftop mechanical equipment shall be concealed from public view on all sides by screening, consisting of material compatible in color with other exterior materials on the building.
9. The three walls of the trash dumpster area shall be constructed out of building materials that complement the

building, and the enclosure gates shall consist of opaque and durable steel or composite panels.

10. All light fixtures shall not exceed a height of twenty feet (20') and shall be aimed and shielded to minimize stray light trespassing across property lines and glaring onto adjacent roadways. All exterior lights shall be turned off or dimmed between 8:30 p.m. and 7:30 a.m.
11. The Inspection Department shall review the existing masonry wall along the south property line and, if needed, be brought up to the Zoning Ordinance's current specifications.
12. Only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
13. No LED light band or exposed neon shall be permitted on this site, including, but not limited to, the building or around the windows.
14. Unless approved by the Inspection Department, any type of exterior advertising, such as promotional flags, streamers, or sponsor vehicles designed to attract the attention of passing motorists, shall be prohibited.
15. The plans referenced in this approving resolution shall be submitted to the Inspection Department with the building permit application(s) and
16. Per Section 13.13 of the Livonia Zoning Ordinance, this approval is valid for one (1) year from the date of approval by the City Council. Unless a building permit is obtained, this approval shall be null and void after the one (1) year 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.



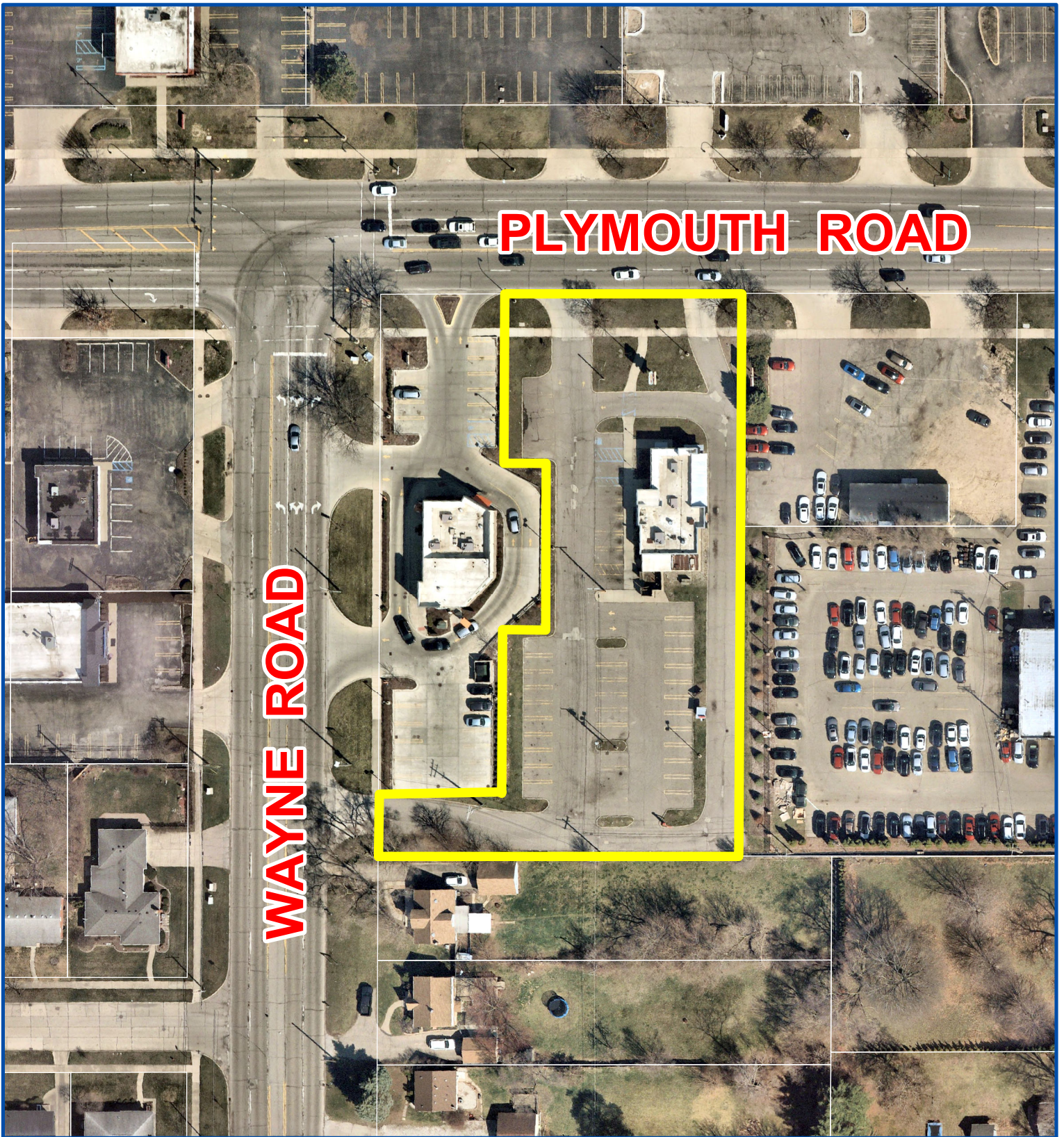
Address & Zoning Map

Petition 2023-07-02-11
Clean Express Auto Wash
34835 Plymouth Road



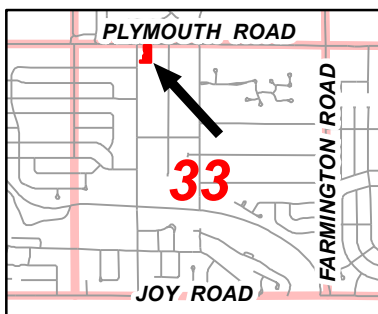
Not to Scale

City of Livonia
Planning Department



PLYMOUTH ROAD

WAYNE ROAD



Aerial Map

Petition 2023-07-02-11
Clean Express Auto Wash
34835 Plymouth Road



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 2

Petition 2023-07-02-11 submitted by The Mannik & Smith Group, Inc. requesting waiver use approval under Section 6.07 of the Livonia Zoning Ordinance, as amended, to demolish an existing restaurant (Burger King) and construct a new automated car wash facility (Clean Express Auto Wash), at 34835 Plymouth Road, located on the south side of Plymouth Road between Stark and Wayne Roads in the Northwest ¼ of Section 33.

August 22, 2023: Study Meeting:

Petition 2023-07-02-11 involves constructing a new automated carwash facility at the former Burger King restaurant site on the south side of Plymouth Road just east of Wayne Road. The plan is to demolish the restaurant and redevelop the site for a new Clean Express Auto Wash. The property is zoned C-2 (General Commercial), which treats auto wash establishments as a waiver use under Section 6.07 of the Livonia Zoning Ordinance.

The parcel has a net land area of 1.23 acres, with 150 feet of frontage on Plymouth Road and a depth of 355 feet. The parcel also has forty feet (40') of frontage on Wayne Road, providing secondary access to the back of the property. The existing 2,750-square-foot restaurant is located near the front of the site, along the east property line. The site's off-street parking is on the west and south sides of the building. There are three (3) driveways, including two (2) off Plymouth Road and one (1) off Wayne Road. The site was initially approved as a restaurant in 1983. Burger King closed earlier this year, and the building has been boarded up to discourage vandalism.

To the west and east of the restaurant, fronting along Plymouth Road, are a variety of commercial uses zoned C-2. To the south are RUF (Rural Urban Farm) zoned residential homes that are part of the Supervisor's Livonia Plat No. 1 Subdivision. And to the north, on the opposite side of Plymouth Road, are a variety of commercial uses zoned C-2 and C-1 (Local Business).

The proposed 3,677-square-foot car wash building would be in the same general location as the existing restaurant, along the east side of the property. The overall dimensions of the carwash are 31.5' x 122.80'. Ingress and egress would remain unchanged, with two (2) driveways on Plymouth Road and one (1) on Wayne Road. The west driveway on Plymouth Road and the driveway on Wayne Road would accommodate two-way traffic. The east driveway on Plymouth Road would remain one-way, right-turn only for vehicles exiting the car wash facility. Three (3) service lanes would provide access to the carwash. The lanes commence along the south side of the property, maneuvering east and then looping north around to the south side of the building where the facility's entrance would be located. All three (3) lanes would provide stacking for vehicles.

Each lane would have a pay station approximately fifty feet (50') from the facility's entrance. The point-of-sales kiosks contain digital menu boards and self-serve pay

stations with non-illuminated overhead canopies. Automated gates would control vehicle access. Beyond the pay stations, the service lanes taper to form a single drive aisle to manage vehicles as they enter the facility. A seventeen-foot (17') wide by-pass lane would be provided along the east side of the carwash. This by-pass lane is after the pay stations. Parking is provided on the west half of the site, between the car wash and the neighboring Dunkin Donuts. As customers exit the car wash, they can either leave the site utilizing the eastern driveway onto Plymouth Road or remain on the property by turning left along a short drive aisle that loops back around to access the facility's parking lot and vacuums. Patrons could also drive south through the parking lot, turn west, and exit onto Wayne Road.

In a C-2 district, the minimum required front yard setback for a building is fifteen feet (15'). The proposed building is set back approximately fifty-five feet (55'). The minimum required setback for the rear yard is eight feet (8'); in this case, the carwash would be approximately 143 feet from the south property line. For the side yards, Section 6.07 requires that a building be situated no closer than thirty-five feet (35') on one (1) side of the property and eight feet (8') on the other. The carwash would be set back twenty-three feet (23') on the east and sixty-six feet (66') on the west. The building complies with all minimum required setback regulations.

The submitted floor plan shows the layout of the automated auto wash facility. The east half of the building would consist of the wash bay, and the west half would contain the mechanical systems, a unisex restroom, and an office.

The ordinance requires at least twenty (20) parking spaces for auto wash establishments. The site plan shows twenty-five (25) parking stalls within the parking lot on the west side of the building. Twenty-one (21) spaces would be equipped with self-serve vacuum stations. The spaces would measure twelve feet (12') in width, allowing some additional room for customers to maneuver the vacuum equipment around the vehicles for easier access.

The exterior of the building would include light and dark shades of Quik-Brik® and horizontal fiber cement siding. Windows would be installed on both sides of the building. The front and rear elevations contain overhead doors that would be used to enter and exit the facility. The one-story flat roof structure would have a maximum height of 22'-4".

A 12' x 13' dumpster enclosure is shown at the south end of the parking lot. The enclosure walls would be 7'-4" tall with a Quik-Brik® veneer exterior. The swing gates would consist of cedar fencing, which is inconsistent with the City's policy of requiring a durable, long-lasting solid panel material.

The site's storm runoff would be detained underground. Correspondence from the Engineering Department indicates that a public water main and sanitary sewer currently serve the site. The petitioner must provide drainage and stormwater treatment details to the Engineering Department before obtaining building permits.

For landscaping, Section 10.03 requires three (3) full-size trees, one (1) ornamental tree, and twenty-one (21) shrubs along Plymouth Road. The plan shows three (3) full-size trees, one (1) ornamental tree, and twenty-six (26) shrubs. Landscaping is also provided around the site's perimeter, within the parking lot, and along the foundation of the building. All landscaped areas would be maintained with an automatic irrigation system. The plan does not note or show any Plymouth Road Development Authority (PRDA) streetscape improvements.

Where the site abuts residential to the south, the Zoning Ordinance requires a six-foot (6') high masonry wall or opaque fence with or without a twenty-foot (20') wide greenbelt buffer, with one (1) tree per twenty (20) linear feet (minimum of 50% evergreen trees), subject to City Council review and approval. Currently, a five-foot (5') high masonry wall is along the entire length of the south property line. The site plan notes a "6' *masonry wall or opaque fencing*." It is unclear whether the existing wall would be replaced.

The submitted photometric plan and accompanying lighting features and specification sheets provide detailed information on site lighting, including the location and type of light sources and illumination levels. The mounting height of the lights would be twenty-two feet (22') above finish grade (AFG), including twenty-foot (20') high poles on two-foot-high (2') bases. This is inconsistent with the City's Outdoor Lighting Policy, which specifies that pole-mounted lights be limited to a height of twenty feet (20') AFG. Additionally, the photometric plan indicates that the average illumination level for the overall parcel would be over 2.2 foot-candles, which exceeds the specified 1.0 foot-candle Maximum Level of Illumination for the Average of the Area under Section 7.22.

The carwash would be allowed two (2) wall signs totaling at most 46.5 square feet. Also permitted is one (1) ground-mounted monument sign, not to exceed thirty (30) square feet in area and six feet (6') in height with a setback of at least ten feet (10') from any right-of-way line. The Elevations Plan shows three (3) wall signs on the building, two (2) that read "*CLEAN EXPRESS AUTO WASH*" and one (1) with the graphic "*FREE VACUUMS*," totaling approximately 100 square feet. The cut-out of the proposed ground sign, illustrated on sheet A6-1, presents a thirty-two (32) square foot sign. Any signage over what is permitted by the sign ordinance would require a variance from the Zoning Board of Appeals.

A special requirement of Section 6.07 specifies that a proposed auto wash establishment must be located at least 150 feet away from any church, public or parochial school, or playground, as measured from property to property. No church, school, or playground exists within 150 feet of the subject site.

The closest automatic car wash facility is the existing Zax Auto Wash located at 36001 Plymouth Road, which is approximately 0.5 miles east of the subject site. A self-service car wash facility, Power Bright Car Wash, is also at 33911 Plymouth Road, about 0.42 miles west of the subject site.

August 29, 2023: Public Hearing:

A review of the 1983 meeting minutes and plans for the Burger King restaurant showed that the traffic movements on both Plymouth Road driveways were intended to be one-way, with the east driveway being a right-turn exit only and the west driveway serving as ingress only.

On August 24th revised plans were submitted. The changes include: 1) Wall signage reduced to 1 exterior wall sign. 2) Dumpster Detail adjusted to call for metal swing gates. 3) Traffic access to northeast exit altered for better flow from carwash exit. 4) Plymouth Road Development Authority streetscape improvements, including wall and fencing, added to plans. 5) Directional signage will be added to clarify exit options from northeast exit drive. The Petitioner also explained that the location of the bypass lane would remain after the pay stations. An attendant will be on site to allow cars through to the bypass lane if they are unable to pay at the pay station. The layout of the bypass lane is intended to match the existing Burger King drive-thru lane location.

Approving Resolution: The request to construct a new automated auto wash facility at 34835 Plymouth Road is approved, subject to City Council approval and the following conditions:

1. The Site Plan, identified as C200, dated August 21, 2023, prepared by Mannik Smith Group, is approved and shall be adhered to.
2. The hours of operation shall be limited to the following: Monday through Saturday from 7:00 a.m. to 8:00 p.m. and Sunday from 9:00 a.m. to 6:00 p.m.
3. The Landscape Plan identified as L100, and Landscape Notes & Details identified as L101, both dated August 21, 2023, prepared by Mannik Smith Group, are approved and shall be adhered to.
4. The Plymouth Road Development Authority (PRDA) streetscape improvements (i.e., brick piers and fencing) shall be installed along Plymouth Road to the satisfaction of the Planning Director.
5. All disturbed lawn areas, including road rights-of-way, shall be sodded instead of hydroseeding.
6. Underground sprinklers shall be installed for all landscaped and sodded areas. All planted materials shall be installed to the satisfaction of the Inspection Department and permanently maintained in a healthy condition.
7. The Exterior Elevations Plan, identified as A2-1, dated May 17, 2023, prepared by SBA Studios, is approved and shall be adhered to.

8. All rooftop mechanical equipment shall be concealed from public view on all sides by screening, consisting of material compatible in color with other exterior materials on the building.
9. The three walls of the trash dumpster area shall be constructed out of building materials that complement the building, and the enclosure gates shall consist of opaque and durable steel or composite panels.
10. All light fixtures shall not exceed a height of twenty feet (20') and shall be aimed and shielded to minimize stray light trespassing across property lines and glaring onto adjacent roadways. All exterior lights shall be turned off or dimmed between 8:30 p.m. and 7:30 a.m.
11. The Inspection Department shall review the existing masonry wall along the south property line and, if needed, be brought up to the Zoning Ordinance's current specifications.
12. Only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
13. No LED light band or exposed neon shall be permitted on this site, including, but not limited to, the building or around the windows.
14. Unless approved by the Inspection Department, any type of exterior advertising, such as promotional flags, streamers, or sponsor vehicles designed to attract the attention of passing motorists, shall be prohibited.
15. The plans referenced in this approving resolution shall be submitted to the Inspection Department with the building permit application(s) and
16. Per Section 13.13 of the Livonia Zoning Ordinance, this approval is valid for one (1) year from the date of approval by the City Council. Unless a building permit is obtained, this approval shall be null and void after the one (1) year period.

Denying Reasons: The request to construct a new automated auto wash facility at 34835 Plymouth Road is denied for the following reasons:

1. The petitioner has failed to comply with all general standards and requirements provided under Sections 1.02 and 13.13 of the Livonia Vision 21 Zoning Ordinance.
2. The intensity of the proposed use would negatively affect the neighboring properties.

PUBLIC HEARING

ITEM 2 Petition 2023-07-02-11 – Clean Express Auto Wash

Page 6

3. The proposed use would unduly tax and conflict with the area's established and normal traffic flow.
4. The proposal significantly impacts adjoining parcels, public services, and community planning efforts, and
5. The petitioner has failed to comply with all the necessary concerns for the safety and welfare of the City and its residents.

Pictures and Information of Landscape Materials

Petition 2023-07-02-11 - Clean Express Auto Wash

CC GI

Thornless Cockspur Hawthorn



Type: Deciduous Tree
Uses: Flowering tree
Growth Rate: Medium

Height: 20-30 feet high
Value: Wildlife Food Source
Foliage: Brilliant Red in Fall

CC PT

Northern Herald Redbud



Type: Deciduous Tree
Foliage: Dark Green
Maintenance: Low

Height: 15-20 feet high
Value: Attracts Butterflies
Bloom Color: Pink Shades

Pictures and Information of Landscape Materials

Petition 2023-07-02-11 - Clean Express Auto Wash

page 2

Prepared by the Planning Department

AF JE

Autumn Blaze Freeman's Maple



Type: Deciduous Tree
Growth Rate: Fast
Leaves: Red in Fall

Height: 40-50 feet high
Maintenance: Low
Foliage: Medium Green

QM UP

Urban Pinnacle Bur Oak



Type: Deciduous Tree
Growth Rate: Medium
Leaves: Yellow in Fall

Height: 50-55 feet high
Maintenance: Low
Foliage: Green

Pictures and Information of Landscape Materials

Petition 2023-07-02-11 - Clean Express Auto Wash

page 3

Prepared by the Planning Department

CL AL

Sweet Pepperbush



Type: Deciduous Shrub

Usage: Hedge

Maintenance: Low

Height: 3-8 feet high

Attracts: Birds, Butterflies

Flowers: Showy, Fragrant

DE CE

Tufted Hair Grass



Type: Ornamental Grass

Maintenance: Low

Usage: Accents

Height: 2-3 feet high

Spread: 1-2 feet wide

Bloom: gold, silver, purple & green

Pictures and Information of Landscape Materials

Petition 2023-07-02-11 - Clean Express Auto Wash

page 4

Prepared by the Planning Department

HE BR

Daylily



Type: Perennials
Usage: Edging, Ground Cover
Maintenance: Low

Height: 2-3 feet high
Spread: 2-3 feet wide
Tolerance: Drought

TM WA

Wards Yew



Type: Needled Evergreen
Maintenance: Low
Usage: Hedge, Ground Cover

Height: 3-6 feet high
Spread: 8-20 feet wide
Foliage: Dark Green needles

Pictures and Information of Landscape Materials

Petition 2023-07-02-11 - Clean Express Auto Wash

page 5

Prepared by the Planning Department

JC NC

Nicks Compact Juniper



Type: Dwarf Coniferous Shrub
Usage: Dense, spreading habit
Maintenance: Low

Height: 3-4 feet high
Spread: 4-6 feet wide
Foliage: Evergreen, blue-gray

DI LO

Native Bush Honeysuckle



Type: Deciduous Shrub
Maintenance: Low
Usage: Hedge, Ground Cover

Height: 2-3 feet high
Spread: 2-4 feet wide
Attracts: Hummingbirds, Butterflies

Pictures and Information of Landscape Materials

Petition 2023-07-02-11 - Clean Express Auto Wash

page 6

Prepared by the Planning Department

RA GM

Green Mound Alpine Currant



Type: Deciduous Shrub
Usage: Hedge
Maintenance: Low

Height: 2-3 feet high
Spread: 2-4 feet wide
Tolerate: Drought, Heavy Shade

CS KE

Dwarf Dogwood



Type: Deciduous Shrub
Maintenance: Low
Usage: Ground Cover

Height: 2-3 feet high
Spread: 2-3 feet wide
Attracts: Birds, Butterflies

Pictures and Information of Landscape Materials

Petition 2023-07-02-11 - Clean Express Auto Wash

page 7

Prepared by the Planning Department

TO NP

North Pole Arborvitae



Type: Needled Evergreen
Usage: Screen, Windbreak
Maintenance: Low

Height: 10-15 feet high
Spread: 5-7 feet wide
Shape: Narrow-Columnar

LANDSCAPE PLANTING NOTES

1. THE CONTRACTOR SHALL PROVIDE A ONE YEAR WARRANTY ON ALL PLANTS AND VEGETATION PROPOSED ON THE LANDSCAPING PLAN. ANY TREES, SHRUBS, GROUND COVER OR OTHER VEGETATION PLANTED AS PART OF THIS PROJECT THAT DO NOT SURVIVE ONE YEAR FROM PLANTING SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING AND COORDINATING WITH ALL PERTINENT UTILITY COMPANIES THREE WORKING DAYS IN ADVANCE OF ANY DIGGING. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE OF ANY UTILITIES.

3. REFER TO THE LANDSCAPE PLAN FOR ADDITIONAL NOTES. LANDSCAPE IMPROVEMENTS SHALL CONFORM TO THE LATEST EDITION OF MDOT CONSTRUCTION SPECIFICATIONS (2020 MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION).

4. ALL PLANTING MATERIALS: SHALL BE PLANTED PER MDOT SPECIFICATIONS, EXISTING TREES TO REMAIN SHALL BE PRUNED TO REMOVE BROKEN, LOW HANGING AND OTHER UNDESIRABLE GROWTH TO ENSURE HEALTHY AND SYMMETRICAL NEW GROWTH.

5. PLANTING BEDS. ONE MONTH BEFORE CULTIVATION AND AFTER DAYTIME TEMPERATURES HAVE WARMED TO 60° CONSISTENTLY, TREAT ALL PLANTING BEDS THAT ARE TO BE DEVELOPED IN AREAS OF EXISTING TURF WITH PRE-EMERGENT AND POST-EMERGENT TYPE HERBICIDES. USE A STATE-LICENSED PESTICIDE APPLICATOR TO APPLY THE HERBICIDE. REPEAT HERBICIDE APPLICATION TWO WEEKS LATER AND UNTIL ALL HERBACEOUS MATERIALS HAVE BEEN KILLED. BEFORE PLANTING, TOP DRESS ALL PLANTING BEDS WITH A MINIMUM OF 6 INCHES OF BACKFILL MIX, THEN CULTIVATE PLANTING AREA TO A DEPTH OF 6 INCHES USING A PLOW, DISC, OR ROTO-TILLER.

6. BACKFILL MIX. FOR ALL PLANTINGS, USE BACKFILL MIX CONSISTING OF THE FOLLOWING:

- A. ONE PART EXCAVATED SOIL.
 - B. ONE PART TOPSOIL.
 - C. ONE PART EPA RATED CLASS IV COMPOST.
 - D. A SLOW RELEASE COMMERCIAL FERTILIZER (0-20-20 OR EQUAL) ADDED AT A RATE OF 5 POUNDS PER CUBIC YARD TO THE BACKFILL MIX.
 - E. IF SOIL AREAS ARE OF HIGH PH (GREATER THAN 6.5), APPLY 1.25 POUNDS OF ELEMENTAL SULFUR PER CUBIC YARD OF BACKFILL MIX.
- NOTE: CONTRACTOR SHALL SUPPLY A DETAILED SOIL ANALYSIS PRIOR TO ALL PLANT BED PREPARATION. ANALYSIS SHALL INDICATE SOIL PH, TEXTURE, MAJOR NUTRIENTS, SALTS, ETC. SOIL ANALYSIS SHALL BE FROM A REPUTABLE, INDEPENDENT LAB. SOIL AMENDMENTS SHALL BE INCORPORATED INTO BACKFILL/PLANT MIX AS RECOMMENDED BY THE INDEPENDENT LAB.

7. MULCH. SMOOTH AND SHAPE THE BACKFILL MIX TO FORM A SHALLOW BASIN SLIGHTLY LARGER THAN THE PLANTING HOLE. MULCH ALL PLANTING AREAS WITH A LAYER OF FINELY SHREDDED HARDWOOD BARK OF UNIFORM TEXTURE & SIZE. PLANTS GROUPED IN MASSES SHALL HAVE THE ENTIRE CONTIGUOUS PLANTING BED OR ISLAND MULCHED. USE SHREDDED HARDWOOD BARK AGED MIN. ONE YEAR. RAKE AND SMOOTH THE ENTIRE AREA OF THE PLANTING BEDS, MULCH TO A DEPTH OF 3 INCHES. AFTER MULCHING AND BEFORE WATERING, ADD A SLOW RELEASE COMMERCIAL FERTILIZER (12-12-12 OR EQUAL), IN GRANULAR FORM, TO THE TOP OF THE MULCH AT A RATE OF 5 POUNDS PER 1000 SQUARE FEET. DO NOT ALLOW FERTILIZER TO CONTACT THE STEMS, BRANCHES, ROOTS OR LEAVES.

8. PERIOD OF ESTABLISHMENT. BEFORE FINAL INSPECTION, PLACE ALL PLANTS, SEED ALL LAWNS, AND CARE FOR THEM FOR A PERIOD OF ESTABLISHMENT. THE PERIOD OF ESTABLISHMENT BEGINS IMMEDIATELY UPON COMPLETION OF THE PLANTING OPERATIONS AND CONTINUES UNTIL OCTOBER 1. THE MINIMUM PERIOD OF ESTABLISHMENT IS ONE GROWING SEASON, JUNE 1 THROUGH OCTOBER 1. DURING THE PERIOD OF ESTABLISHMENT, FOLLOW STANDARD HORTICULTURAL PRACTICES TO ENSURE THE VIGOR AND GROWTH OF THE TRANSPLANTED MATERIAL. WATER, REMULCH, RESTAKE, GUY, AND CULTIVATE AS NECESSARY. PERFORM AT LEAST TWO WEEDING AND MOWING PROGRAMS (AROUND TREES, GUY STAKES, SHRUBS, AND BED EDGES) OF SUCH INTENSITY AS TO COMPLETELY RID THE PLANTED AND MULCHED AREAS OF WEEDS AND GRASSES. BEGIN THE FIRST PROGRAM ON OR ABOUT JUNE 15 AND THE SECOND APPROXIMATELY 8 WEEKS LATER. ON OR ABOUT AUGUST 15, THE ENGINEER WILL INSPECT THE PLANTING AND SUPPLY THE CONTRACTOR WITH A LIST OF MISSING AND DEAD PLANTS AND THOSE THAT HAVE DIED BACK BEYOND NORMAL PRUNING LINES. REPLANT AS REQUIRED ACCORDING TO THE SPECIFICATIONS OF THE ORIGINAL MATERIAL. REPLACEMENT PLANTS ARE SUBJECT TO A NEW PERIOD OF ESTABLISHMENT. IMMEDIATELY REPLACE PLANTS PLANTED INITIALLY IN THE FALL THAT HAVE DIED BEFORE THE SPRING PLANTING SEASON. CARE FOR THE REPLACEMENT PLANTS DURING THE NEW ESTABLISHMENT PERIOD.

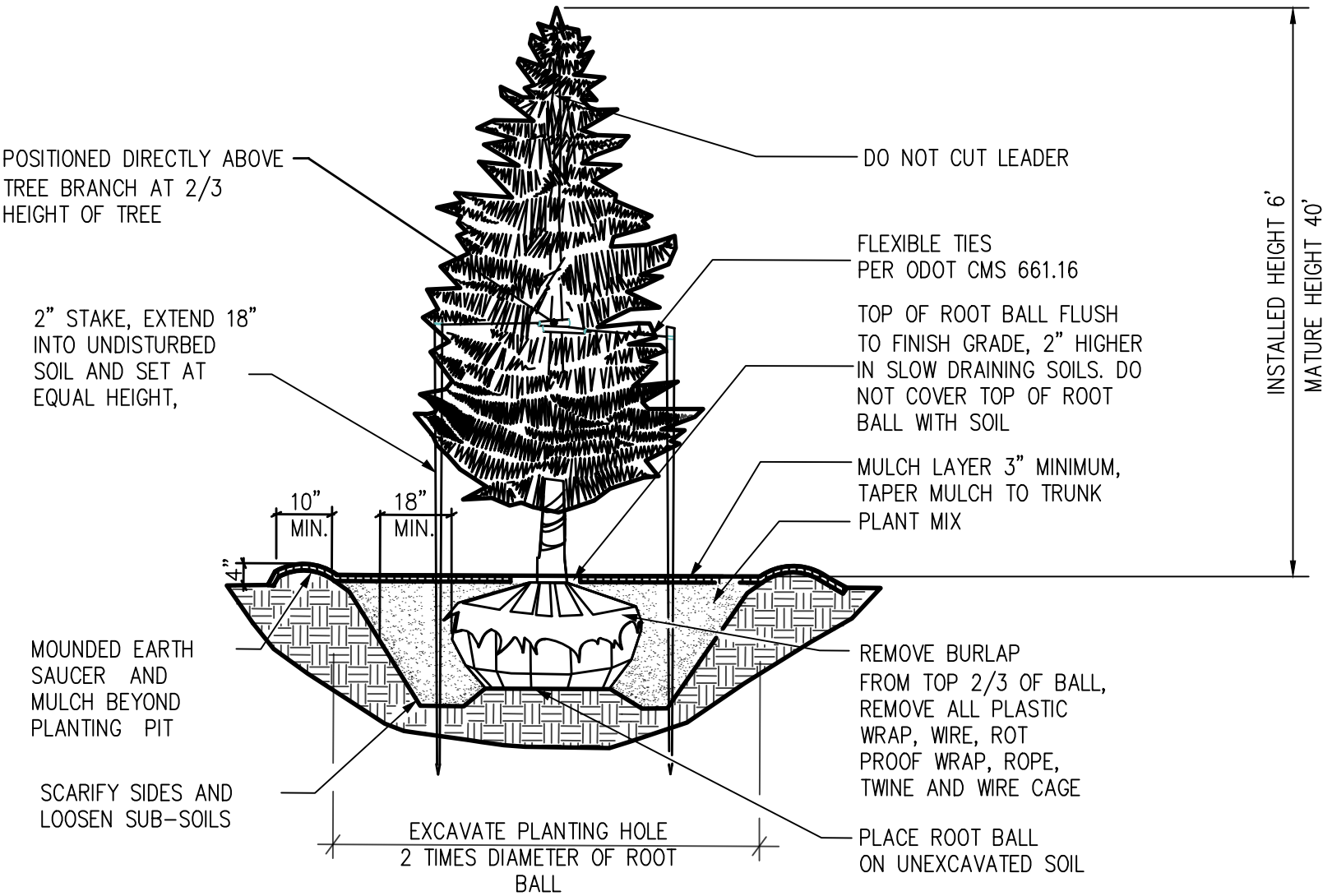
9. RESTORATION OF DISTURBED AREAS FOR NEW LAWN:
ALL DISTURBED AREAS NOT COVERED BY BUILDING, PAVEMENT OR LANDSCAPE PLANTING BEDS SHALL BE PREPARED FOR GRASS SEED AND SEEDED. LOOSEN RUTS AND WORK THE SOIL AREAS TO A MINIMUM OF 6" DEEP PRIOR TO FINE GRADING AND SEEDING WORK. AREAS TO RECEIVE GRASS SEED SHALL HAVE A MIN. 4" TOPSOIL PLACED, SEEDED AND A STRAW/MULCH BLANKET COVER PLACED OVER THE SEEDED AREAS PER MDOT SPECIFICATIONS. FERTILIZE WITH ONE POUND OF ACTUAL NITROGEN PER 1000 SQUARE FEET WITH A SLOW RELEASE COMMERCIAL STARTER FERTILIZER (LESCO 18-24-12 OR EQUAL).

10. LANDSCAPE TREES, SHRUBS AND PERENNIAL WATERING:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, DELIVERING, APPLYING, MEASURING AND SCHEDULING A SUFFICIENT AMOUNT OF WATER NECESSARY TO KEEP EACH PLANT IN A HEALTHY GROWING CONDITION THROUGHOUT THE PERIOD OF ESTABLISHMENT. THE CONTRACTOR SHALL APPLY 1" OF WATER PER WEEK TO ALL NEW PLANTS. THE CONTRACTOR SHALL INSTALL & MAINTAIN SUPPLEMENTAL DRIP WATERING TREE BAGS (SUCH AS 20 GALLON TREE GATOR WATER BAG) TO PROVIDE ADEQUATE, SLOW RELEASE OF WATER. WATER BAGS SHALL BE REMOVED AT THE END OF THE SECOND GROWING SEASON.

11. TURF GROUNDCOVER (SODDING, SEEDING AND SEED MULCHING):

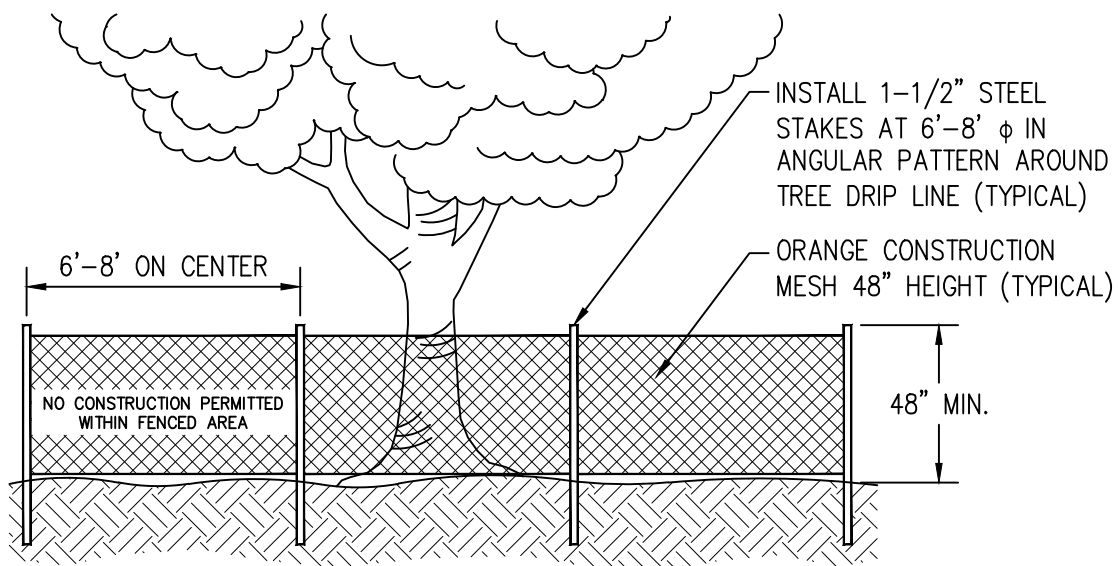
ALL SEEDING INSTALLATION SHALL CONFORM TO MDOT SPECIFICATIONS AND NOTE 9 ABOVE. SEED AT 5 LBS/1000 SF (220 LB/AC) WITH THE FOLLOWING SEED MIXTURE (CSI GEOTURF SUN & SHADE MIX):

KENTUCKY BLUEGRASS	20%
HARD FESCUE	20%
CHEWING FESCUE	20%
PERENNIAL RYEGRASS	40%



EVERGREEN TREE PLANTING DETAIL

NO SCALE

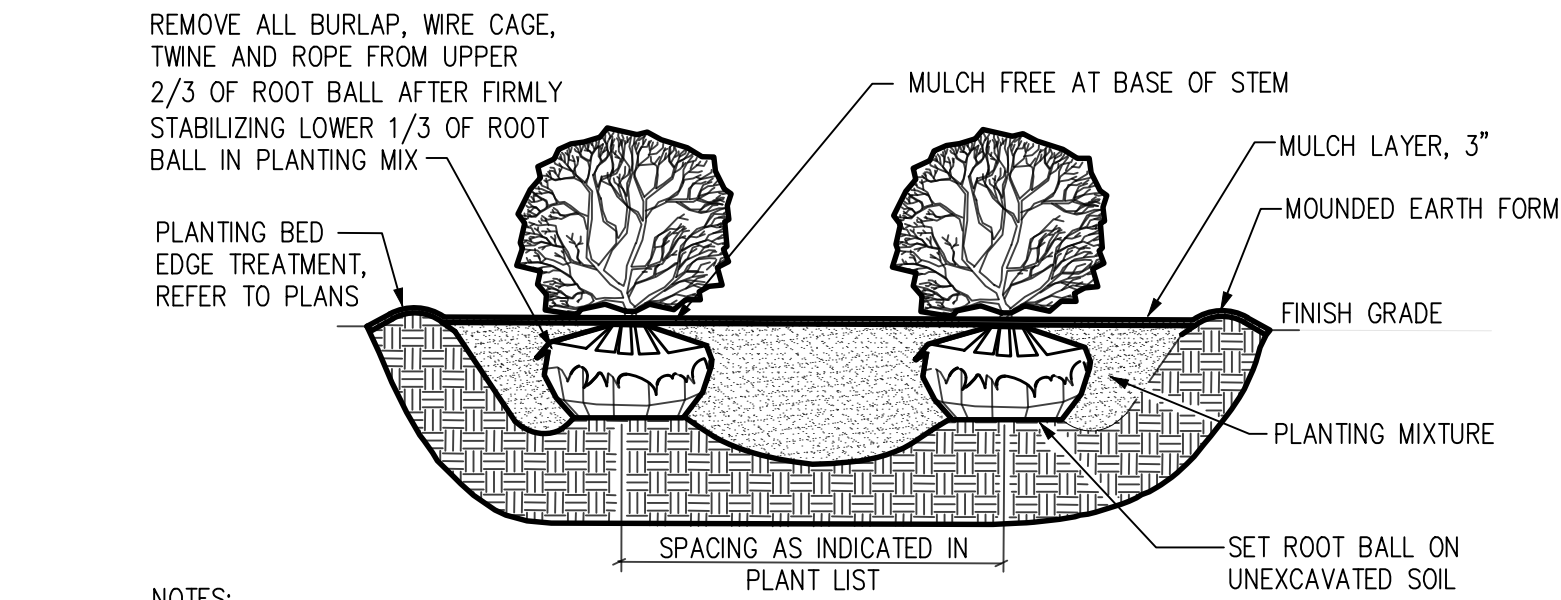


TREE PROTECTION DETAIL

NOT TO SCALE

TREE PROTECTION NOTES

1. TREE PROTECTION MEASURES SHALL BE INSTALLED PER THIS PLAN SHEET AT THE CRITICAL ROOT ZONE OF TREES TO BE PRESERVED PRIOR TO THE START OF ANY CLEARING, GRADING OR OTHER CONSTRUCTION ACTIVITY.
2. NO STORAGE OF ANY KIND IS PERMITTED WITHIN THE TREE PROTECTION ZONE. ANY ROOTS EXPOSED BY CONSTRUCTION ACTIVITY SHALL BE PRUNED FLUSH WITH THE SOIL AND BACKFILLED WITH TOPSOIL WITHIN THE SAME DAY.
3. ALL VEGETATION THAT IS NOT DESIGNATED ON THE PLANS TO BE REMOVED SHALL BE PROTECTED FROM DAMAGE. TREES THAT ARE DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.



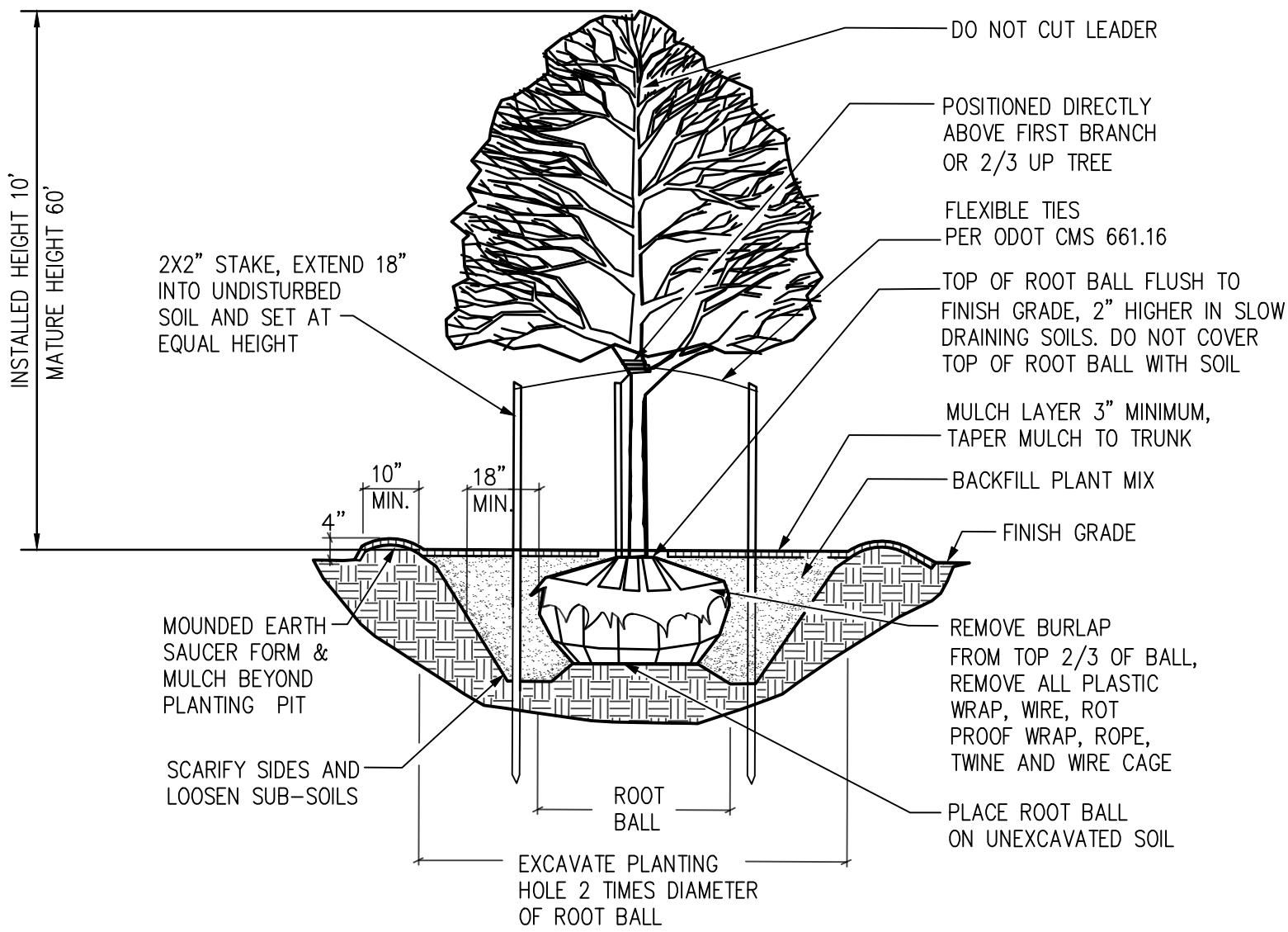
NOTES:

ALL SHRUBS PLANTED IN ROWS OR MASSES SHALL BE MATCHED IN SIZE AND FORM.

SHRUBS SHALL BEAR SAME RELATION TO FINISH GRADE AS THEY BORE TO EXISTING GRADE IN THE PREVIOUSLY PLANTED CONDITION.

MASS SHRUB PLANTING DETAIL (B&B OR CONTAINER)

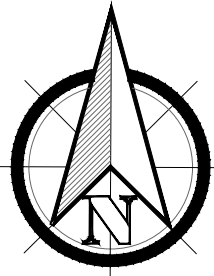
NO SCALE



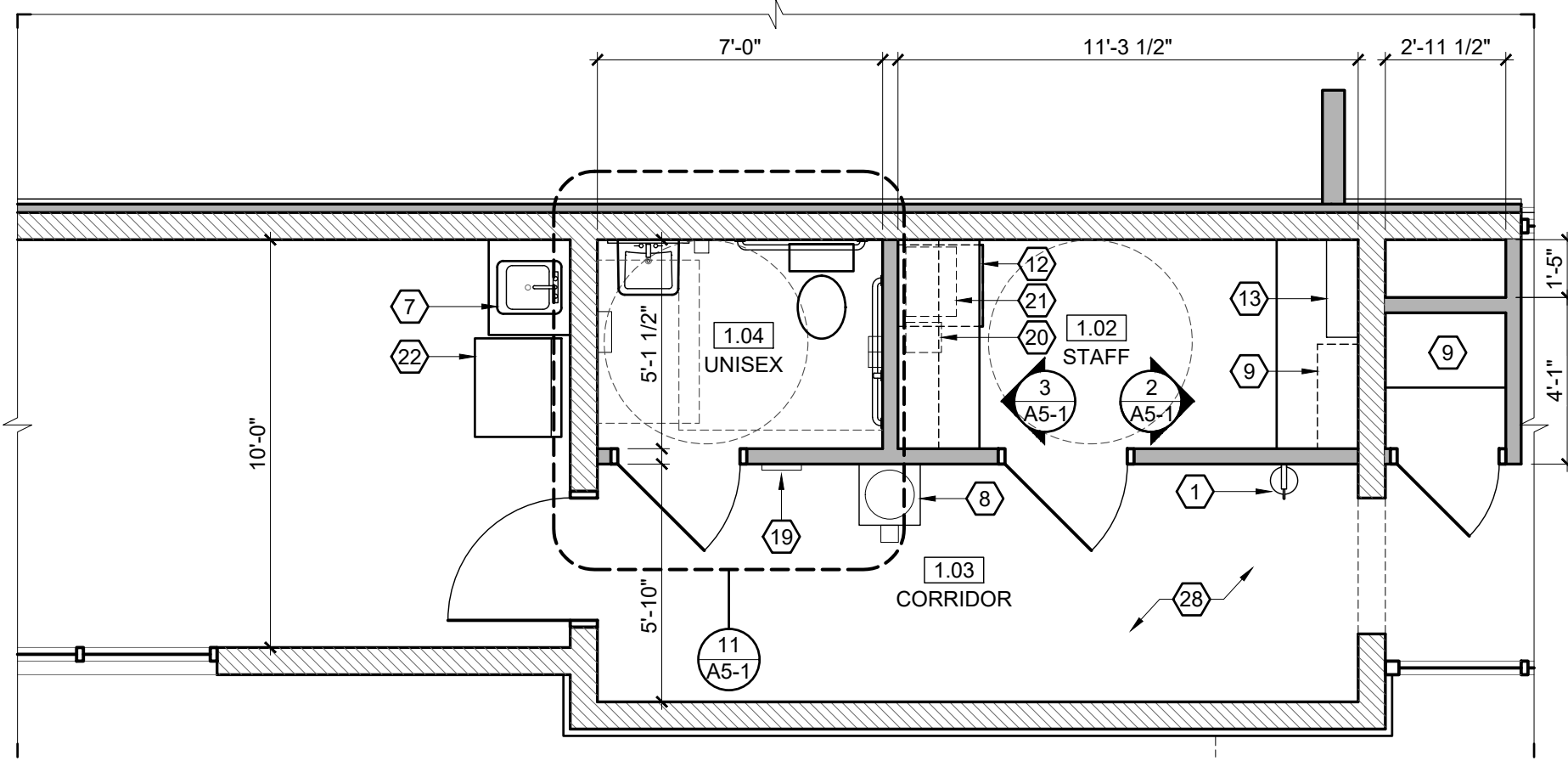
DECIDUOUS TREE PLANTING DETAIL

NO SCALE

DESCRIPTION	BY	DATE	NO.	PROJECT NO.	DRAWN BY:	CHECKED BY:
1160 DUBLIN ROAD SUITE 100 COLUMBUS, OH 43215 TEL: 614.441.4222 FAX: 614.441.4222				8/21/2023	JAR	KJW
PRELIMINARY NOT FOR CONSTRUCTION						
TECHNICAL SKILL: CREATIVE SPIRIT.						
Mannik Smith GROUP www.MannikSmithGroup.com						
PREPARED FOR: EXPRESS WASH CONCEPTS 13375 NATIONAL ROAD SW ETNA, OHIO 43088						
SITE PLAN FOR CLEAN EXPRESS CAR WASH 34835 PLYMOUTH RD LIVONIA, MI, 48150						
LANDSCAPE NOTES & DETAILS						
L101						

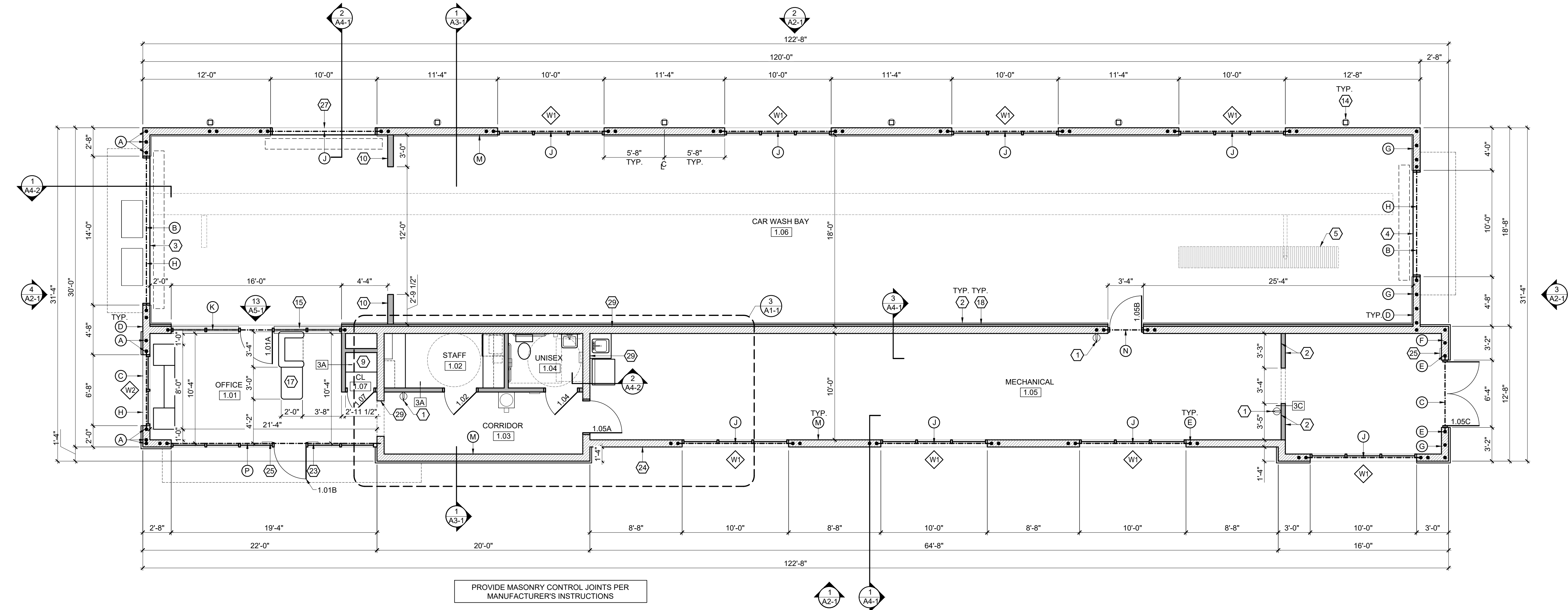


4 FLOOR PLAN



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

3 ENLARGED FLOOR PLAN



PROVIDE MASONRY CONTROL JOINTS PER MANUFACTURER'S INSTRUCTIONS

PROVIDE HORIZONTAL JOINT REINFORCING AT 16" O.C. MIN. W/1.7 BAR SIZE TYP. LAP MIN. 12", TYP.

ALL EXTERIOR DIMENSIONS ARE TO MASONRY UNITS / MASONRY OPENINGS, TYP.

PROVIDE (2) L4 x 3 1/2 x 5/16" LINTEL OVER 36"x24" LOUVERS AND @ LONG WALL OF BUILDING

WINDOW TYPES SCHEDULE

- W1 10'-0" WIDE BY 10'-0" TALL ALUMINUM STOREFRONT WINDOW HEAD HEIGHT = 10'-8" A.F.F.
- W2 6'-8" WIDE BY 10'-8" TALL ALUMINUM STOREFRONT WINDOW HEAD HEIGHT = 10'-8" A.F.F.

ALL GLAZING SHALL HAVE A SHGC OF .40 MIN.

CAR WASH GENERAL NOTES

1. CENTERLINE OF EQUIPMENT DOES NOT EQUAL CENTERLINE OF TRENCH
2. CENTERLINE OF EQUIPMENT DOES NOT EQUAL CENTERLINE OF ENTRY DOOR
3. CENTERLINE OF EQUIPMENT DOES EQUAL CENTERLINE OF EXIT DOOR
4. CENTERLINE OF EQUIPMENT DOES EQUAL CENTERLINE OF TUNNEL BAY
5. COORDINATE LOCATION OF TRENCH WITH CAR WASH MANUFACTURER'S DRAWINGS

PLAN GENERAL NOTES

1. ALL DOORS TO BE 6" FROM ADJACENT WALL U.N.O.
2. ALL SIGNS THAT DESIGNATE PERMANENT ROOMS AND SPACES SHALL HAVE RAISED AND BRAILED CHARACTERS AND PICTORIAL SYMBOL SIGNS, FINISH AND CONTRAST, AND MOUNTED 60 INCHES ABOVE THE FINISH FLOOR TO CENTERLINE OF THE SIGN PER ANSI
3. ALL INTERIOR STUD WALLS TO BE WALL TYPE "3B", U.N.O.
4. PROVIDE MOISTURE RESISTANT GYPSUM BOARD AT ALL TOILET ROOMS

FLOOR PLAN CODED NOTES

1. WALL MOUNTED FIRE EXTINGUISHER, EXTINGUISHER TO BE: RED ENEMELED FINISH HEAVY DUTY STEEL CYLINDER, UL AND FM APPROVED, ABC MULTI PURPOSE DRY CHEMICAL, 10 LB CAPACITY UL RATED 4A 60B: C, HOSE TYPE, UPRIGHT, SQUEEZE GRIP OPERATION
2. INTERIOR WALL LINER PANEL
3. 14'-0" x 8'-0" OVERHEAD DOOR
4. 10'-0" x 8'-0" OVERHEAD DOOR
5. CAR WASH TRENCH, SEE MANUFACTURER'S DRAWINGS
6. DECORATIVE AWNING W/ BRACKETS, CENTER OVER WINDOWS / DOORS
7. DEDICATED COMMERCIAL GRADE SINK FOR UTILITY SINK
8. ANSI COMPLIANT BOTTLED WATER COOLER WITH CUP DISPENSER
9. 12" DEEP SHELVING W/ STANDARDS AND BRACKETS
10. WIND WALL, P.T. 2x6 WALL W/ 7/16" OSB SHEATHING & LINER PANEL BOTH SIDES
11. NOT USED
12. UNDER COUNTER REFRIGERATOR
13. SERVER RACK, SEE SHEET A5-1
14. DOWNSPOUT
15. ALUMINUM STOREFRONT SYSTEM, WINDOW HEAD HEIGHT = 8'-0", SEE ELEVATION 13/A5-1, PROVIDE 1" INSULATED GLASS
16. NOT USED
17. RECEPTIONIST DESK BY OTHERS, ANSI COMPLIANCE IS THE RESPONSIBILITY OF THE DESK DESIGNER
18. PROVIDE 2 1/2" METAL Z-FURRING STRIPS @ 24" HORIZONTAL W/ MIN R-13 RIGID INSULATION IN FURRING CAVITIES W/ 5 MIL VAPOR BARRIER
19. ANSI COMPLIANT SIGNAGE DESIGNATING UNISEX TOILET ROOM
20. COFFEE MAKER, SEE INTERIOR ELEVATION
21. MICROWAVE, SEE INTERIOR ELEVATION
22. STACKABLE WASHER / DRYER
23. ANSI COMPLIANT SIGNAGE DESIGNATING MAXIMUM OCCUPANCY OF 15 PERSONS
24. QUIK-BRIK MASONRY CONSTRUCTION
25. ANSI COMPLIANT EXIT SIGNAGE, SEE 9/A5-1
26. STORAGE CABINETRY, SEE INTERIOR ELEVATION ON SHEET A5-1
27. 10'-0" x 8'-0" OVERHEAD DOOR
28. HVAC PLATFORM ABOVE, SEE DETAILS ON SHEET A1-3
29. 8" CMU WALL

STRUCTURAL CODED NOTES

- A. #5 VERTICAL EACH CELL
- B. W8x28 W/ 5/16" PLATE, FASTEN TO WALL PER DETAIL 7/A4-2
- C. (2) L5x3-1/2x5/16 LLV
- D. PROVIDE HORZ. JOINT REINF. @ EACH COURSE IN END WALL
- E. (2) #5 VERT. TYP. @ ALL MASONRY OPENINGS
- F. PROVIDE HORIZONTAL JOINT REINFORCING @ EACH COURSE IN 18'-4" TALL WALLS
- G. #5 @ CORNERS AND 16" O.C. MAX @ END WALL
- H. PROVIDE #5 VERT. @ 48" O.C. IN WALL ABOVE OPENINGS
- I. NOT USED
- J. W8x24 W/ 5/16" PLATE
- K. W16x31 W/ 5/16" PLATE, FASTEN TO WALL PER DETAIL 7/A4-2
- L. W8x28 LINTEL W/ 5/16" PLATE
- M. PROVIDE #5 @ 48" O.C. VERT. & HORIZONTAL JOINT REINFORCING PER PLAN NOTES FOR ENTIRE WALL, TYP.
- N. (2) L3 1/2x3 1/2x5/16
- P. W12x30 W/ 5/16" PLATE

WALL TYPES SCHEDULE

#	ASSEMBLY DESCRIPTION	HR	NOTES
3A	2x4 WOOD STUDS @ 16" O.C. 5/8" GYP BD		FULL HEIGHT PARTITION, TERMINATE GYPSUM BOARD @ UNDERSIDE OF JOISTS. ASSEMBLY THICKNESS = 4 3/4"
3B	2x4 WOOD STUDS @ 16" O.C. 5/8" GYP BD 3" SOUND BATT		FULL HEIGHT PARTITION, TERMINATE GYPSUM BOARD @ UNDERSIDE OF JOISTS. ASSEMBLY THICKNESS = 4 3/4"
3C	2x4 WOOD STUDS @ 16" O.C. 5/8" GYP BD 3" SOUND BATT		FULL HEIGHT PARTITION, TERMINATE GYPSUM BOARD @ BOTTOM OF DECK. ASSEMBLY THICKNESS = 4 3/4"

#	DATE	ISSUED WITH: CHANGE DESCRIPTION

ACLEAN
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	SCALE: 3/16" = 1'-0" (U.N.O.)
	SHEET # / DESCRIPTION
	FLOOR PLAN
	A1-1
	DATE: 07.21.2022
SCOTT B. BAKER, LICENSE #14654 EXPIRATION DATE 12/31/2023	DESIGN REVIEW
	SBA STUDIOS PROJECT # 2022-000

NO.	ROOM NAME	SIZE	ELEV	MAT	RATING	GLASS	HDWR	FRAME	ELEV	MAT	REMARKS
1.01A	OFFICE	3070	02	AL/GS	0-HR	TEMP	SET 01	A	AL		CLOSER
1.01B	OFFICE	3070	02	AL/GS	0-HR	TEMP	SET 05	B	AL		CLOSER, ENTRY KEY
1.02	STAFF	3070	03	H.M.	0-HR	TEMP	SET 02	A	H.M.		
1.04	UNISEX	3070	01	H.M.	0-HR	N/A	SET 03	A	H.M.		
1.05A	MECHANICAL	3070	04	H.M.	0-HR	TEMP	SET 04	A	H.M.		
1.05B	MECHANICAL	3070	02	ALUM.	0-HR	N/A	SET 04	B	ALUM.		
1.05C	MECHANICAL	(2) 3070	05	AL/GS	0-HR	TEMP	SET 05	B	H.M.		
1.06	WASH BAY	3070	02	AL/GS	0-HR	TEMP	SET 05	B	ALUM.		
1.07	CLOSET	2670	01	WD	0-HR	N/A	SET 02	N/A	N/A		CUSTOM SLAT WALL DOOR

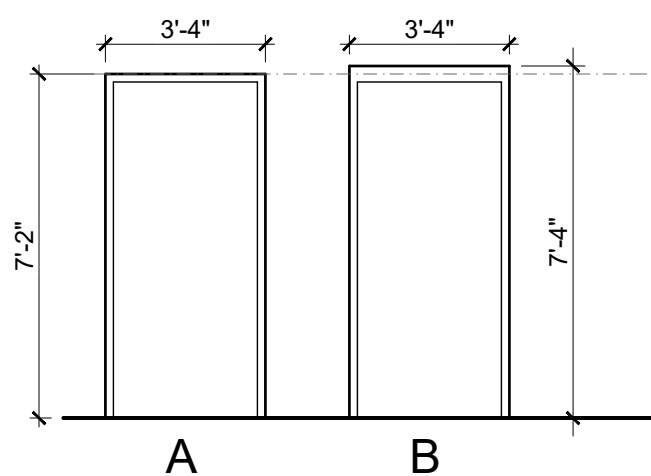
DOOR GENERAL NOTES

1. ALL DOOR HARDWARE TO BE ANSI COMPLIANT LEVER STYLE
2. ALL DOOR HARDWARE TO BE MOUNTED BETWEEN 34" - 48" A.F.F.
3. ALL GLAZING IN NEW DOORS TO BE TEMPERED
4. ALL DOORS TO RECEIVE (3) HINGES
5. ALL DOORS TO RECEIVE (3) SILENCERS
6. ALL DOORS TO RECEIVE DOOR STOP
7. ALL EXTERIOR DOORS TO RECEIVE CLOSER
8. ALL EXTERIOR DOORS TO HAVE ANIS COMPLIANT THRESHOLD (1/4" MAX)
9. ALL EGRESS DOORS SHALL UNLATCH WITH ONLY ONE OPERATION OF THE DOOR HARDWARE, READILY OPERABLE FROM EGRESS SIDE WITHOUT USE OF A KEY OR SPECIAL KNOWLEDGE AND SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING OR TWISTING OF THE WRIST TO OPERATE. 2017 OBC 1010.1.9/1010.1.9.1/1010.1.9.5.

DOOR HARDWARE SETS

- SET 01: OFFICE LOCKSET
- SET 02: STORAGE LOCKSET
- SET 03: PRIVACY LOCKSET
- SET 04: PASSAGE LOCKSET
- SET 05: EXIT LOCKSET
- SET 06: PUSH / PULL
- KEY ALL DOORS ALIKE

5 DOOR SCHEDULE



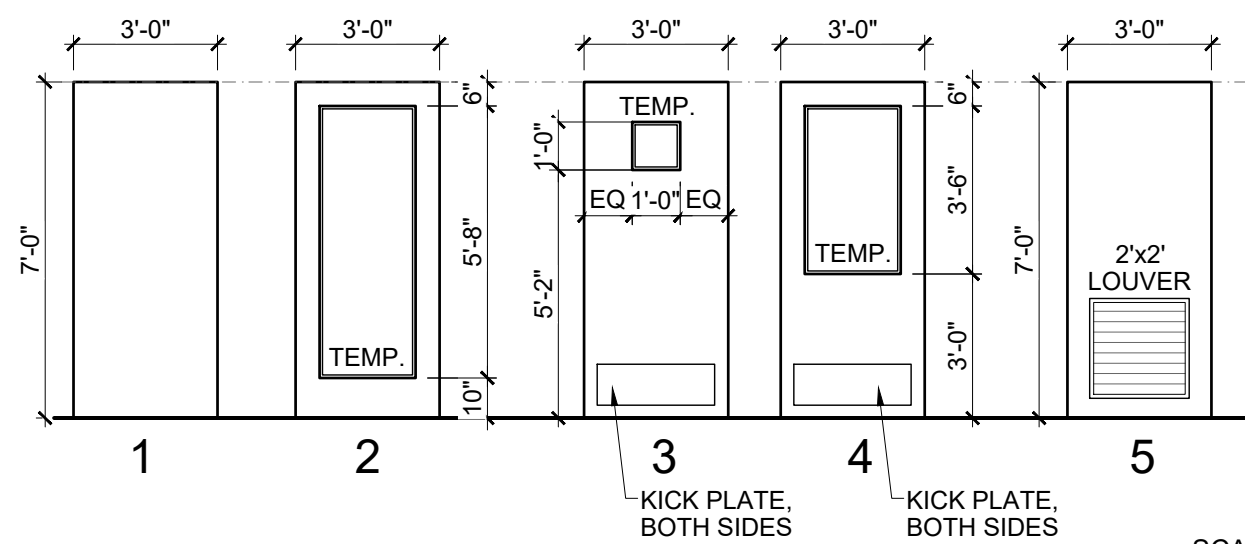
SCALE: 1/4" = 1'-0"

2 FRAME ELEVATIONS

NO.	ROOM NAME	FLOOR	SPACE	FLOOR	WALLS	CLG	REMARKS
1.01	OFFICE	WD	VB	PT-2	PT-2	PT-2	NO
1.02	STAFF	WD	VB	PT-1	PT-1	PT-1	NO
1.03	CORRIDOR	WD	VB	PT-1	PT-1	PT-1	GYP
1.04	UNISEX	WD	VB	PT-1	PT-1	PT-1	GYP
1.05	MECHANICAL	NO	NO	PT-1	PT-1	PT-1	NO
1.06	WASH BAY	NO	NO	WL	WL	WL	NO
1.07	STORAGE	WD	VB	PT-1	PT-1	PT-1	NO

FLOORING	BASE	WALLS	CEILING
CPT CARPET VCT VINYL COMP TILE WD SIM WOOD FLR. NO NO FLOORING SIM WOOD FLOOR = AXISCOR PRO12 12x24 URBAN CONCRETE	VB VINYL BASE CT CERAMIC TILE EXG EXG BASE NO NO BASE	PT-1 WHITE PAINT PT-2 BLONDE PAINT SW 6128 WC WALL COVERING EXG EXG WALL FINISH WL WALL LINER PANEL BB BOARD AND BATTEN NO NO FINISH	ACT ACOUSTICAL CEILING TILE GYP SUSPENDED GYPSUM BOARD CEILING WL WALL LINER NO NO CEILING

4 FINISH SCHEDULE

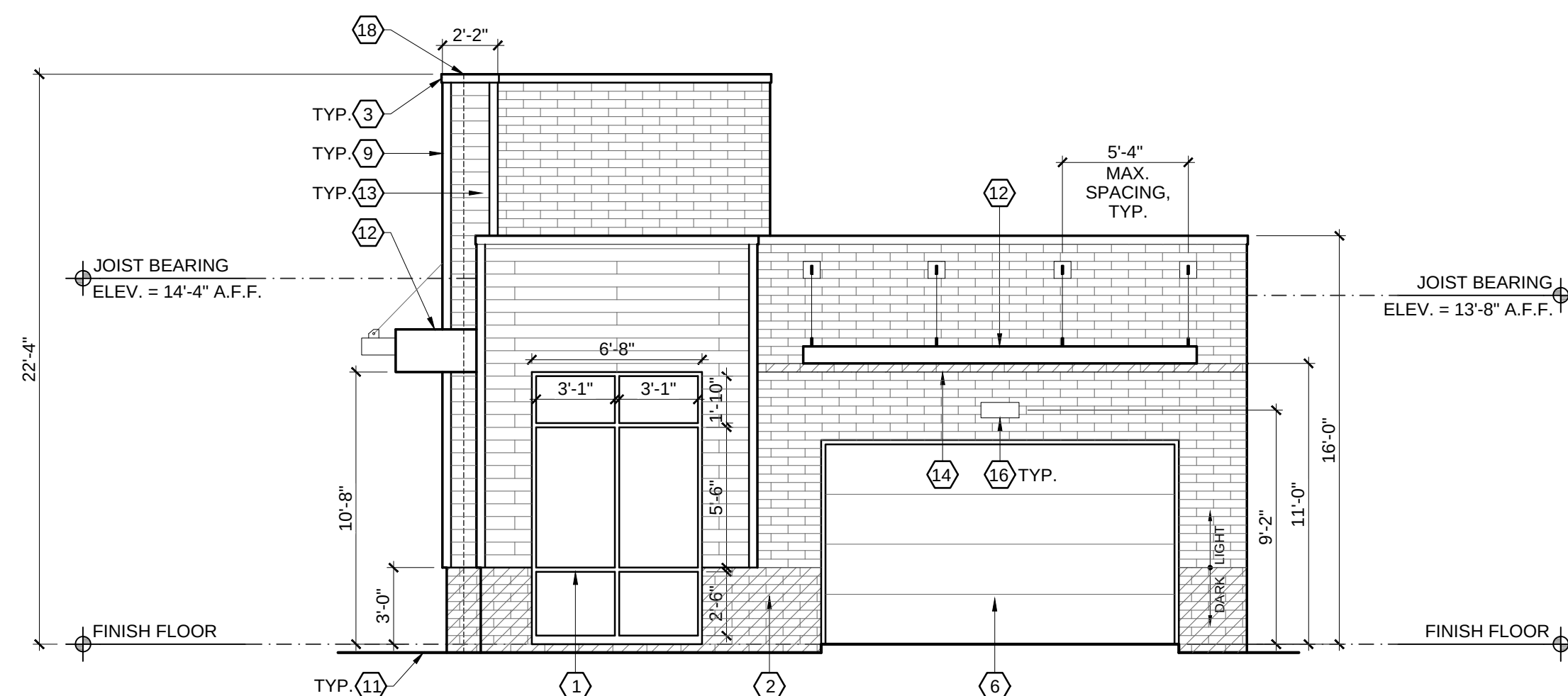


SCALE: 1/4" = 1'-0"

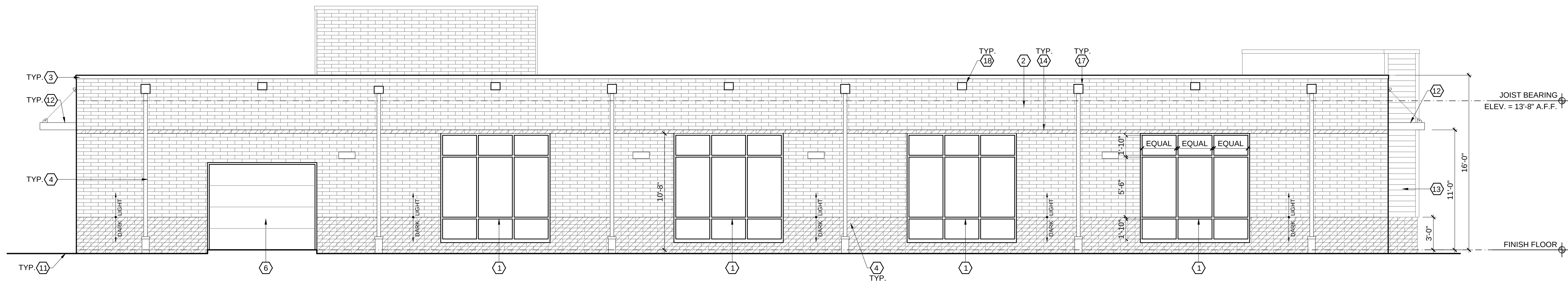
1 DOOR ELEVATIONS



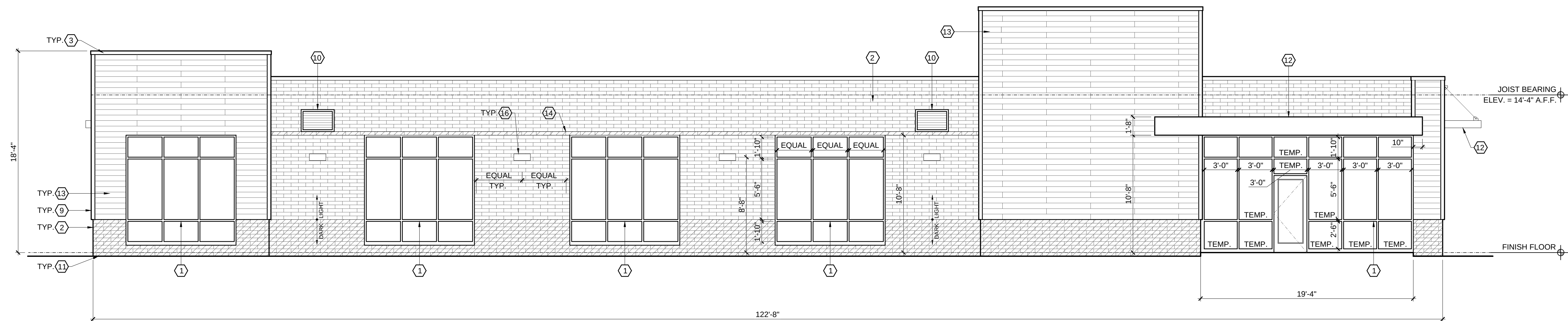
4	EXIT ELEVATION
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3	ENTRY ELEVATION
---	-----------------



2 SIDE ELEVATION

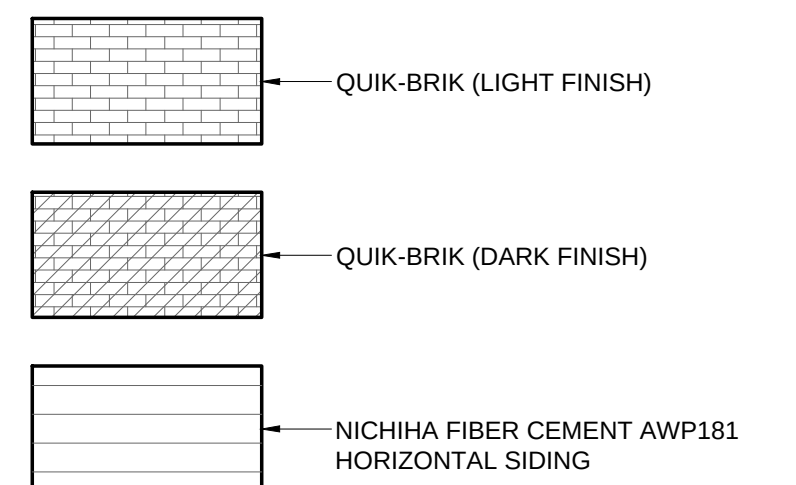


1	SIDE ELEVATION
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ELEVATION CODED NOTES

1. ALUMINUM STOREFRONT GLAZING SYSTEM. MANUFACTURER TO DESIGN FOR WIND LOAD REQUIREMENTS PER CODE
2. QUIK-BRIK CMU CONSTRUCTION, SEE MATERIALS LEGEND.
3. INSTALL CONTROL JOINTS PER MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS
3. CONTINUOUS METAL COPING, TYP.
4. 4" METAL DOWNSPOUT
5. NOT USED
6. OVERHEAD DOOR
7. NOT USED
8. SIGNAGE PROVIDED BY OWNER.
9. 1x4 COMPOSITE CORNER TRIM, TYP.
10. 36"x24" METAL WALL LOUVER W/ 2" FRAME, SEE HVAC DRAWINGS. LOCATE SUCH THAT OPENING IS NOT DIRECTLY BENEATH A ROOF JOIST
11. GRADE, COORDINATE W/ CIVIL DRAWINGS.
12. PRE-MANUFACTURED ALUMINUM AWNING. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
13. NICHHA FIBER CEMENT AWP181 HORIZONTAL SIDING.
14. MASONRY BARS IN DARK FINISH TO MATCH BASE OF WALL
15. NOT USED
16. DECORATIVE LIGHT FIXTURE
17. SCUPPER & DOWNSPOUT COLLECTION BOX
18. EMERGENCY OVERFLOW SCUPPER

ELEVATION MATERIAL LEGEND



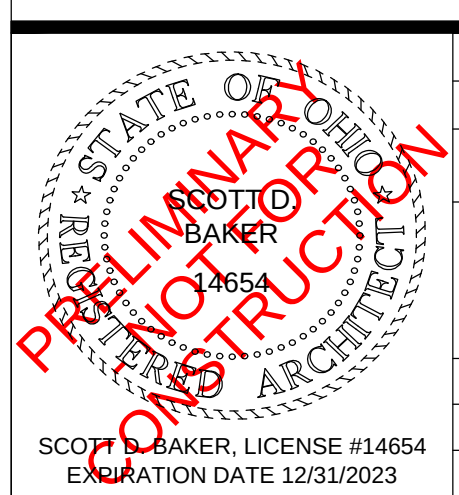
EXTERIOR MATERIAL NOTES:
1. COLOR OF METAL COPING TO MATCH STOREFRONT SYSTEM COLOR

#	DATE	ISSUED WITH: CHANGE DESCRIPTION



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SCALE: 3/16" = 1'-0"

SHEET # / DESCRIPTION

EXTERIOR ELEVATIONS

A2-1

DATE: 05.17.2023

PRELIMINARY DESIGN

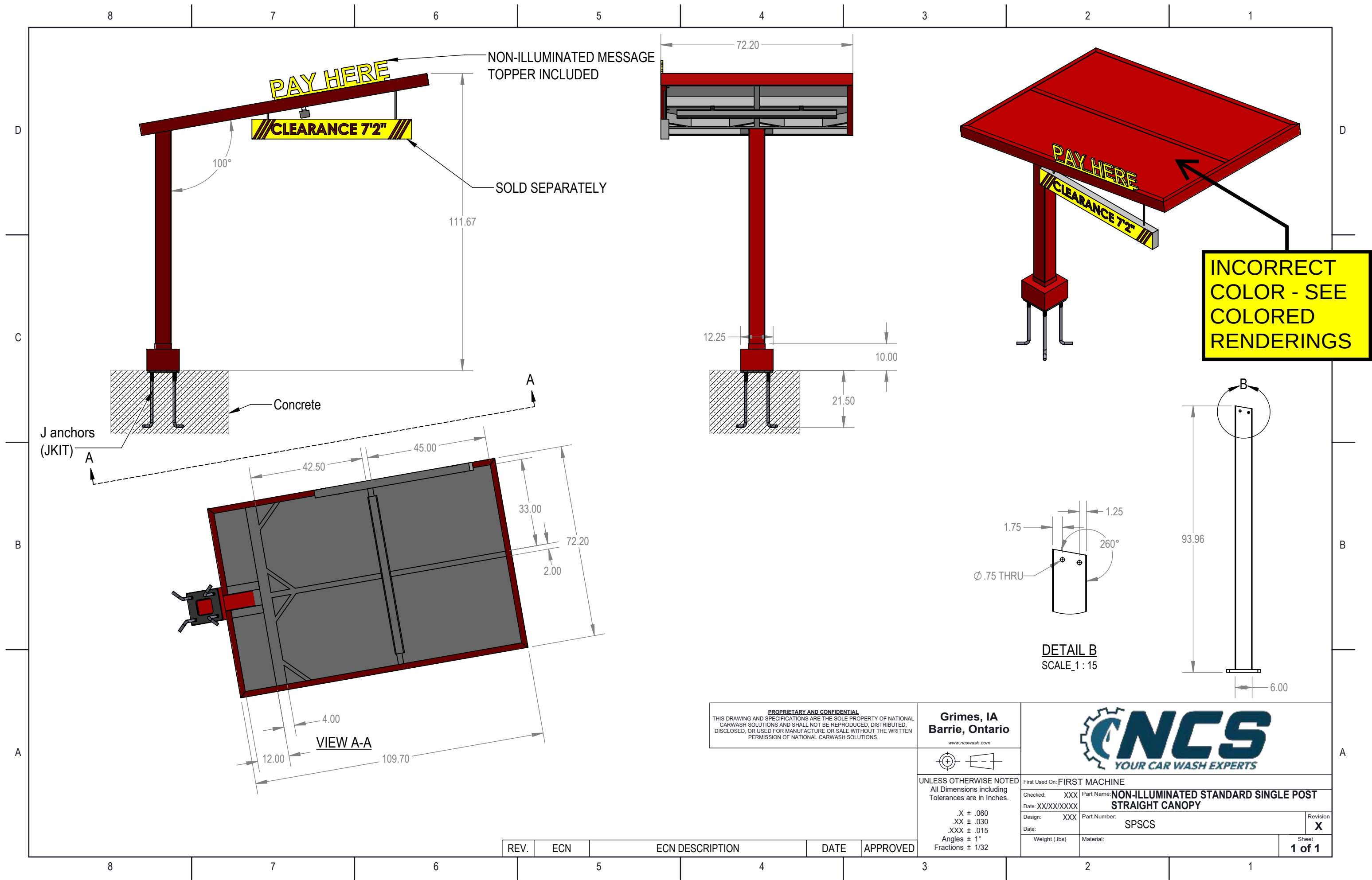
SBA STUDIOS PROJECT # 2022-407











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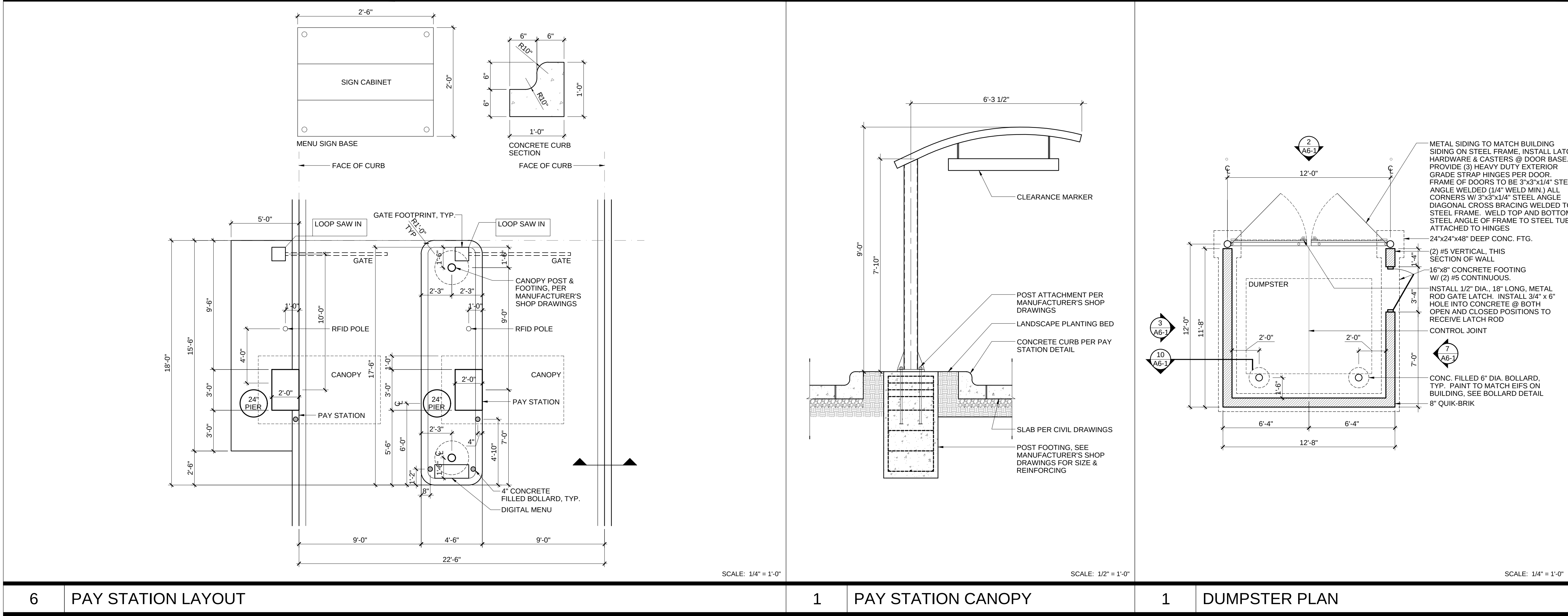
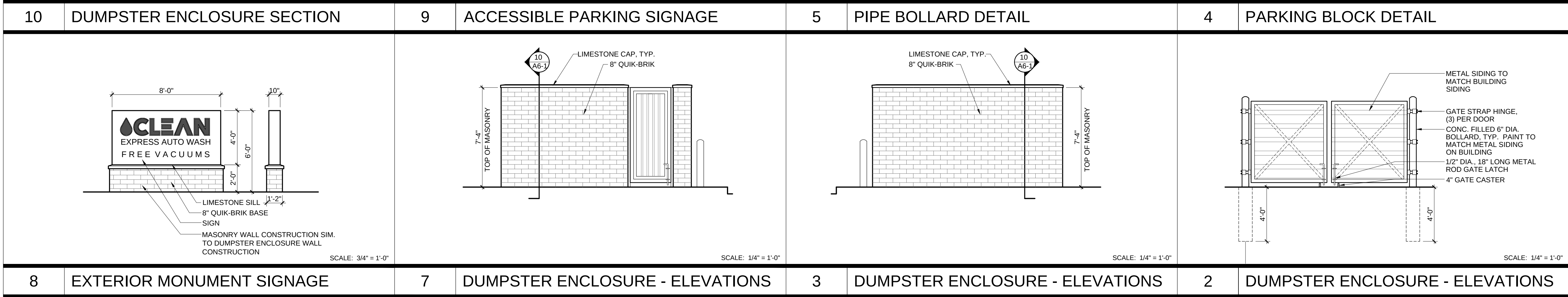


UNLESS OTHERWISE NOTED
All Dimensions including
Tolerances are in Inches.

.X ± .060
.XX ± .030
.XXX ± .015
Angles ± 1°
Fractions ± 1/32

First Used On: FIRST MACHINE			
Checked: XXX	Part Name: NON-ILLUMINATED STANDARD SINGLE POST STRAIGHT CANOPY		
Date: XX/XX/XXXX			
Design: XXX	Part Number: SPSCS		Revision: X
Date:			
Weight (lbs)	Material:		Sheet 1 of 1

REV.	ECN	ECN DESCRIPTION	DATE	APPROVED
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#	DATE	ISSUED WITH: CHANGE DESCRIPTION



CLEAN

EXPRESS AUTO WASH



SBA

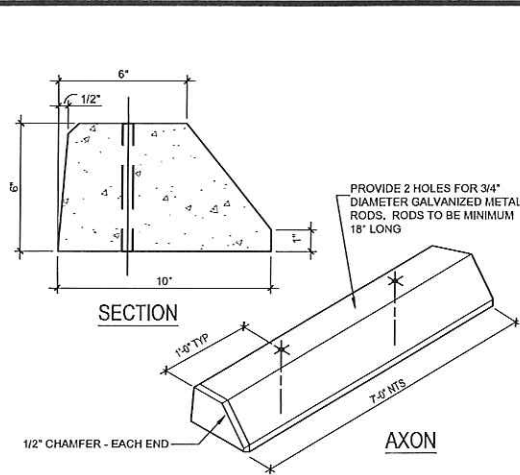
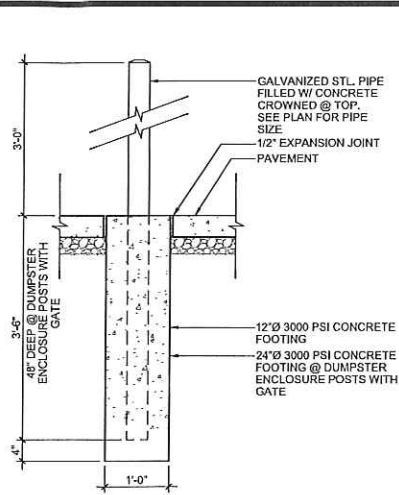
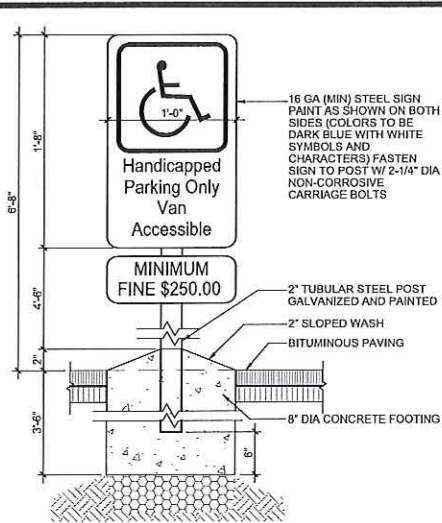
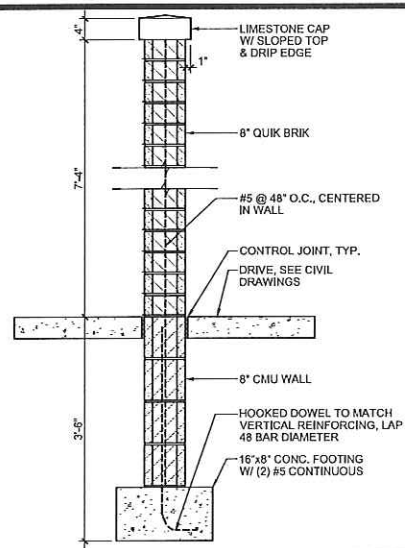
STUDIOS

ARCHITECTURAL DESIGN

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 PRELIMINARY NO CONSTRUCTION	SCALE: VARIES
	SHEET # / DESCRIPTION
	SITE DETAILS
	A6-1
	DATE: 05.17.2023

SCOTT B. BAKER, LICENSE #14654 EXPIRATION DATE 12/31/2023	PRELIMINARY DESIGN SBA STUDIOS PROJECT # 2022-407
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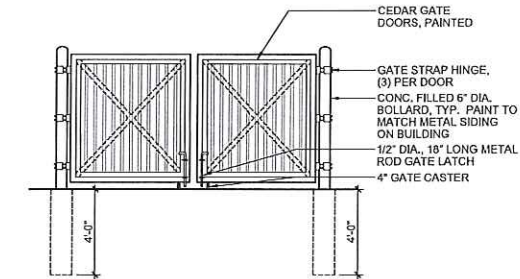
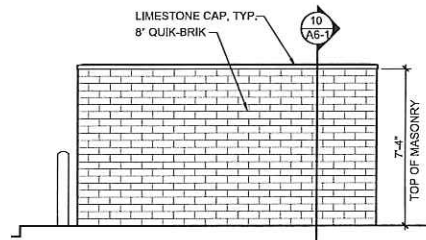
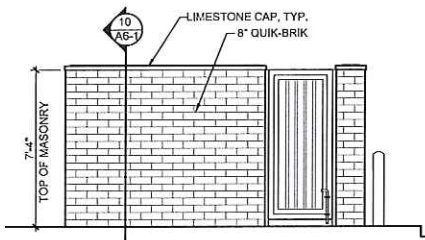
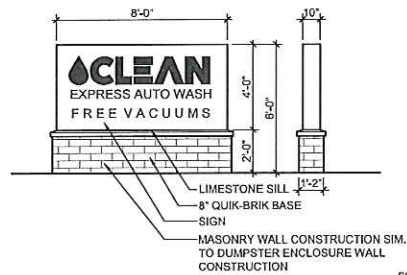


10 DUMPSTER ENCLOSURE SECTION

9 ACCESSIBLE PARKING SIGNAGE

5 PIPE BOLLARD DETAIL

4 PARKING BLOCK DETAIL

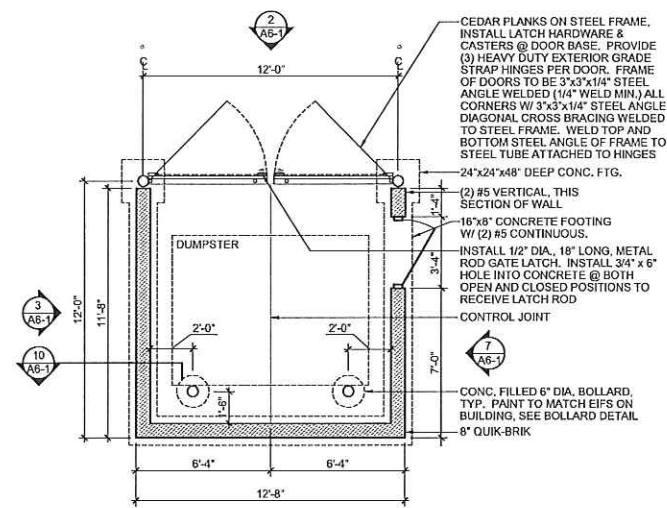
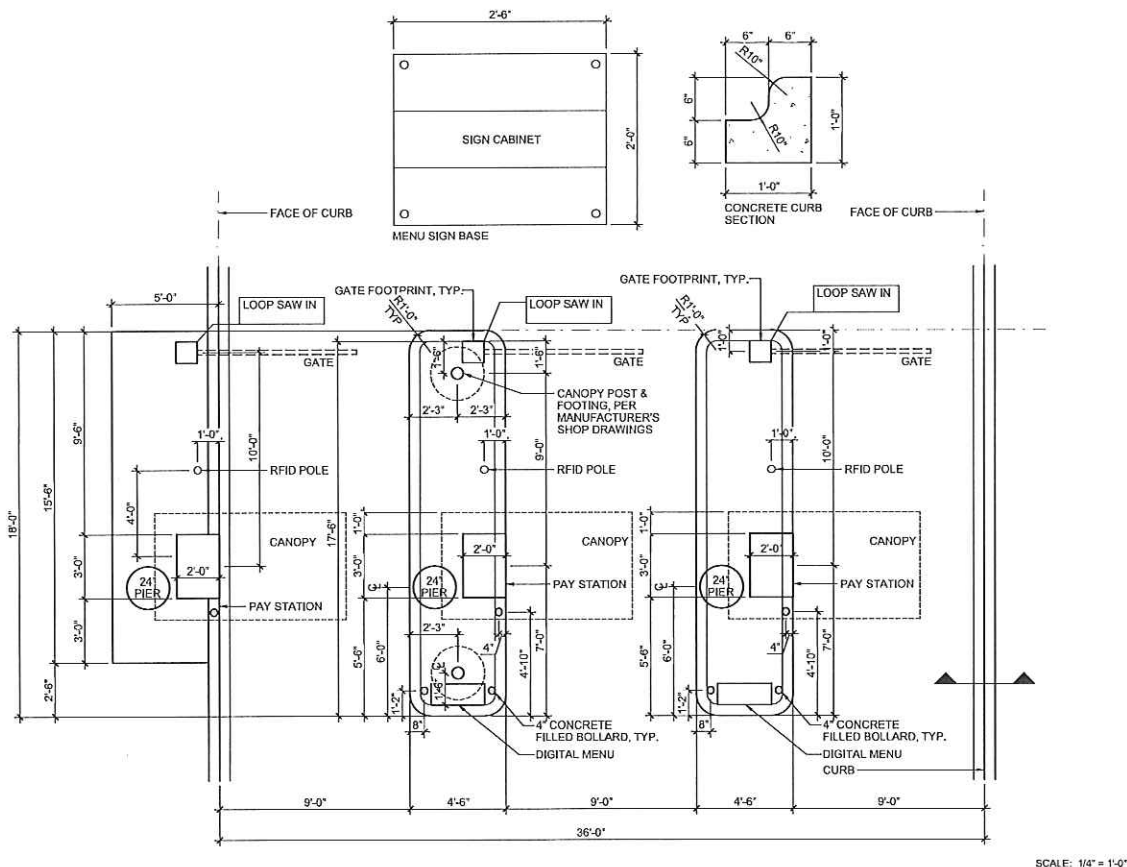


8 EXTERIOR MONUMENT SIGNAGE

7 DUMPSTER ENCLOSURE - ELEVATIONS

3 DUMPSTER ENCLOSURE - ELEVATIONS

2 DUMPSTER ENCLOSURE - ELEVATIONS



6 PAY STATION LAYOUT

1 DUMPSTER PLAN

#	DATE	ISSUED WITH: CHANGE DESCRIPTION

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SCALE: VARIES

SHEET # / DESCRIPTION

SITE DETAILS

A6-1

DATE: 04.05.2022

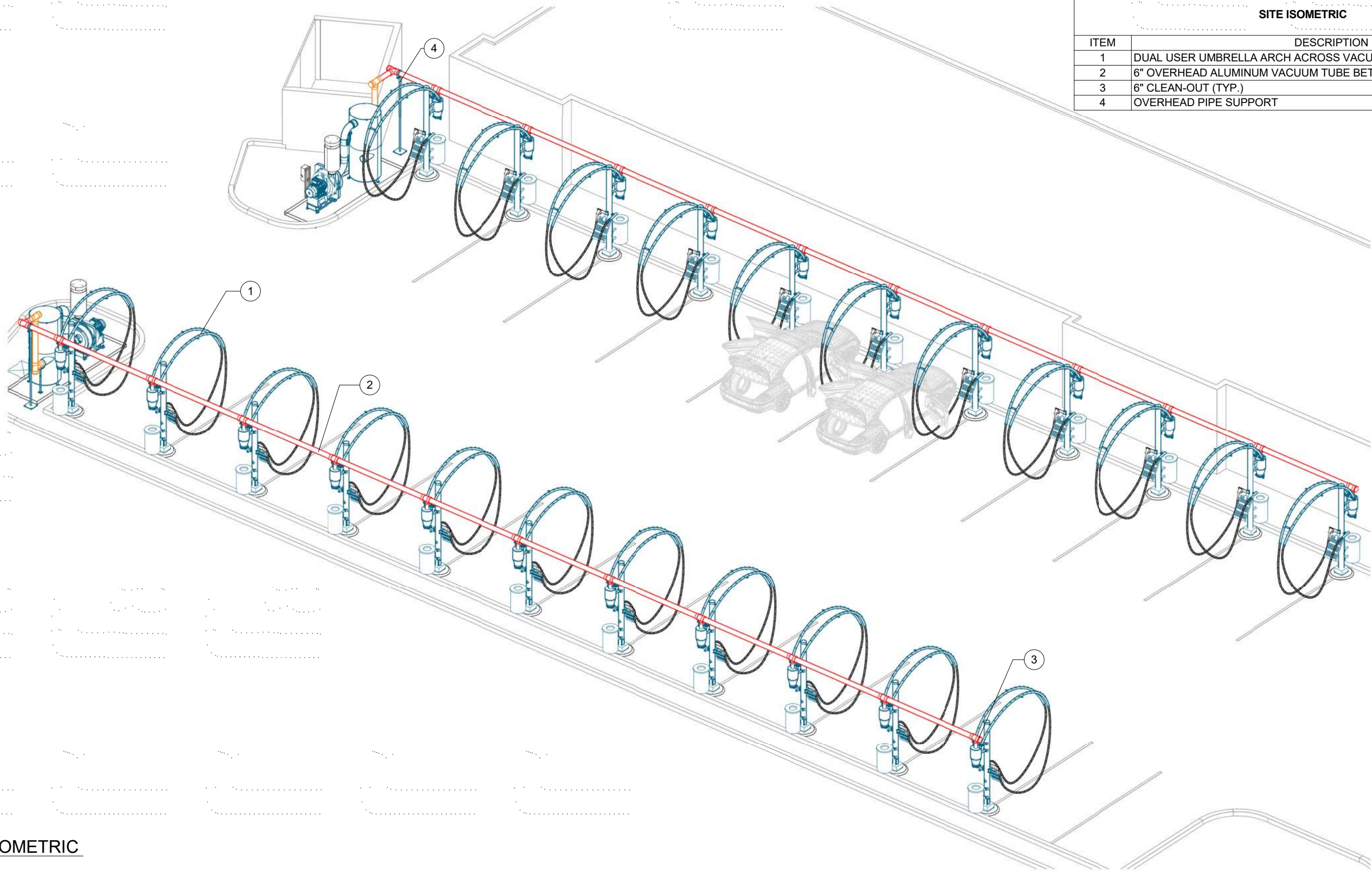
CONSTRUCTION DOCUMENTS

SBA STUDIOS PROJECT # 2022-157

STATE OF MINNESOTA
SCOTT L. BAKER, LICENSE #14654
EXPIRATION DATE 12/31/2023

REGISTERED PROFESSIONAL ARCHITECT

SITE ISOMETRIC	
ITEM	DESCRIPTION
1	DUAL USER UMBRELLA ARCH ACROSS VACUUM SPACES
2	6" OVERHEAD ALUMINUM VACUUM TUBE BETWEEN ARCHES (BY OTHERS)
3	6" CLEAN-OUT (TYP.)
4	OVERHEAD PIPE SUPPORT



1 SITE ISOMETRIC

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PHONE: (307) 675-1982
EMAIL: vacinfo@ncswash.com
WEB: www.vacutechllc.com

CLEAN EXPRESS CAR WASH

97 TARENTUM BRIDGE ROAD
NEW KENSINGTON, PENNSYLVANIA 15068

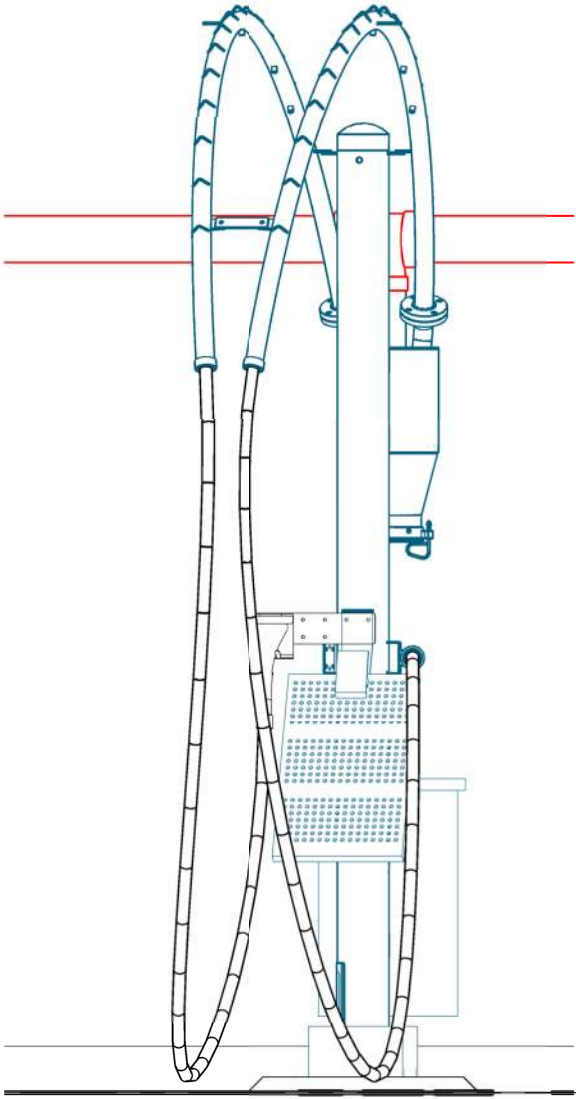
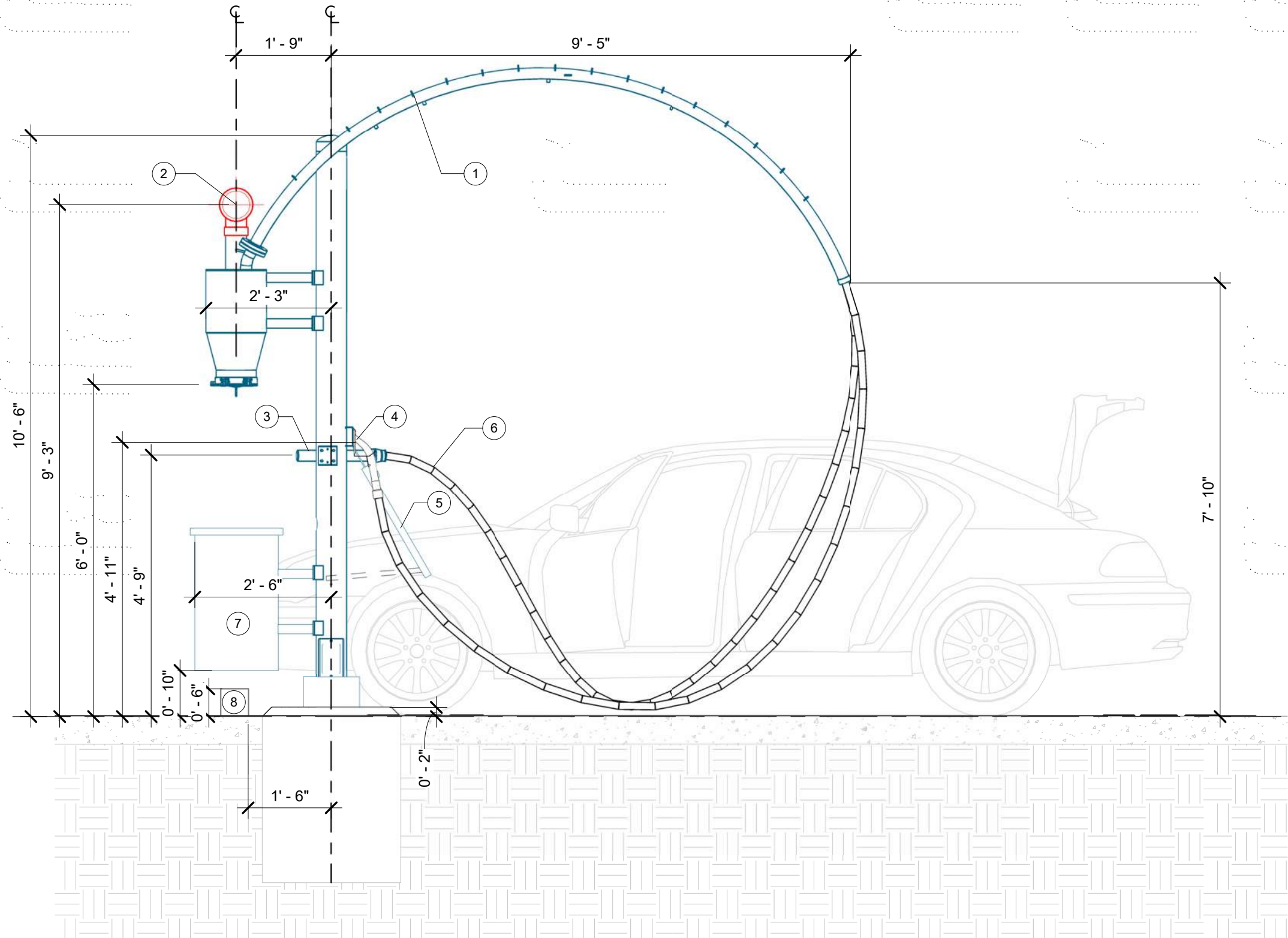
#	Revision	By	Chk	Date
1	ADDED A HOSE TO END ARCHES. ADDED 2 PIPE SUPPORT	AV	TD	7/23/21

VACUUM SITE ISOMETRIC

Project Number	100821
Date	8/2/21
Drawn By	ML
Checked By	KG

V121

FIELD VERIFY ALL DIMENSIONS
PIER DESIGN AND REINFORCEMENT FOR CONCEPTUAL USE
ONLY. CONSULT STRUCTURAL ENGINEER IN YOUR AREA
FOR SPECIFIC DESIGN CRITERIA.



F.G.
0' - 0"

1 PARKING ELEVATION

PARKING ELEVATION	
ITEM	DESCRIPTION
1	DUAL USER UMBRELLA ARCH
2	6" OVERHEAD ALUMINUM VACUUM TUBE
3	CREVICE VACUUM TOOL
4	CLAW VACUUM TOOL
5	17" MAT RACK
6	1-1/2"x15' VACUUM HOSE
7	30 GALLON WASTE RECEPTACLE
8	CURB

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97 TARENTUM BRIDGE ROAD
NEW KENSINGTON, PENNSYLVANIA 15068

#	Revision	By	Chk	Date
1	ADDED A HOSE TO END ARCHES. ADDED 2 PIPE SUPPORT	AV	TD	7/23/21

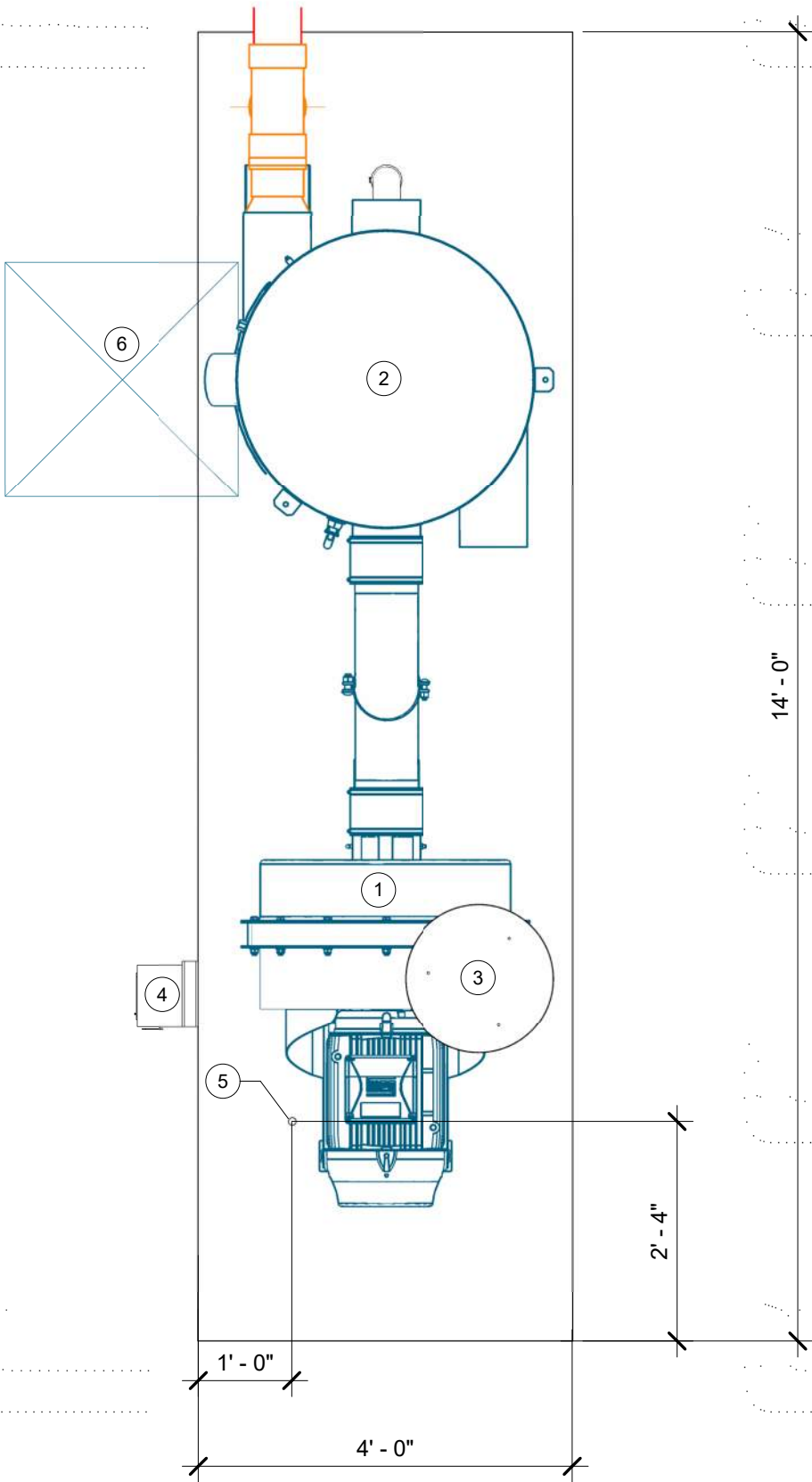
PARKING ELEVATION

Project Number 100821
Date 8/2/21
Drawn By ML
Checked By KG

V301

- EQUIPMENT NOTES:**
- 14'Lx4'Wx4"H MINIMUM FLAT AND LEVEL CONCRETE FLOOR SPACE REQUIRED FOR VACUUM EQUIPMENT
 - WALL PENETRATION: CORE DRILLING MAY BE REQUIRED FIELD VERIFY HEIGHT
 - NOTE: IF VACUUM EQUIPMENT IS ENCLOSED WITH ROOF/CEILING, REFER TO VENTILATION REQUIREMENTS UNDER EQUIPMENT WARRANTY INFORMATION
 - EXHAUST TURBINE TO OUTSIDE AIR OR ATMOSPHERE W/ 8" ALUMINUM TUBE OR METAL PIPE
 - FIELD VERIFY ALL DIMENSIONS
 - SEE POWER EQUIPMENT DETAILS ON V701
 - SEE VFD DETAILS ON V731

EQUIPMENT SITE PLAN	
ITEM	DESCRIPTION
1	50HP T4 DIRECT DRIVE TURBINE
2	38x88" FILTER SEPARATOR
3	8" T4 OUTDOOR EXHAUST SILENCER
4	RECOMMENDED DISCONNECT LOCATION (WITHIN SIGHT OF TURBINE), CLEARANCE REQUIRED IN FRONT
5	RECOMMENDED TURBINE MOTOR CONDUIT STUB-UP LOCATION, SIZE PER N.E.C.
6	30"x30" MINIMUM SPACE REQUIRED TO REMOVE DEBRIS BUCKET



1 EQUIPMENT A PLAN

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CLEAN EXPRESS CAR WASH

97 TARENTUM BRIDGE ROAD
NEW KENSINGTON, PENNSYLVANIA 15068

#	Revision	By	Chk	Date
1	ADDED A HOSE TO END ARCHES. ADDED 2 PIPE SUPPORT	AV	TD	7/23/21

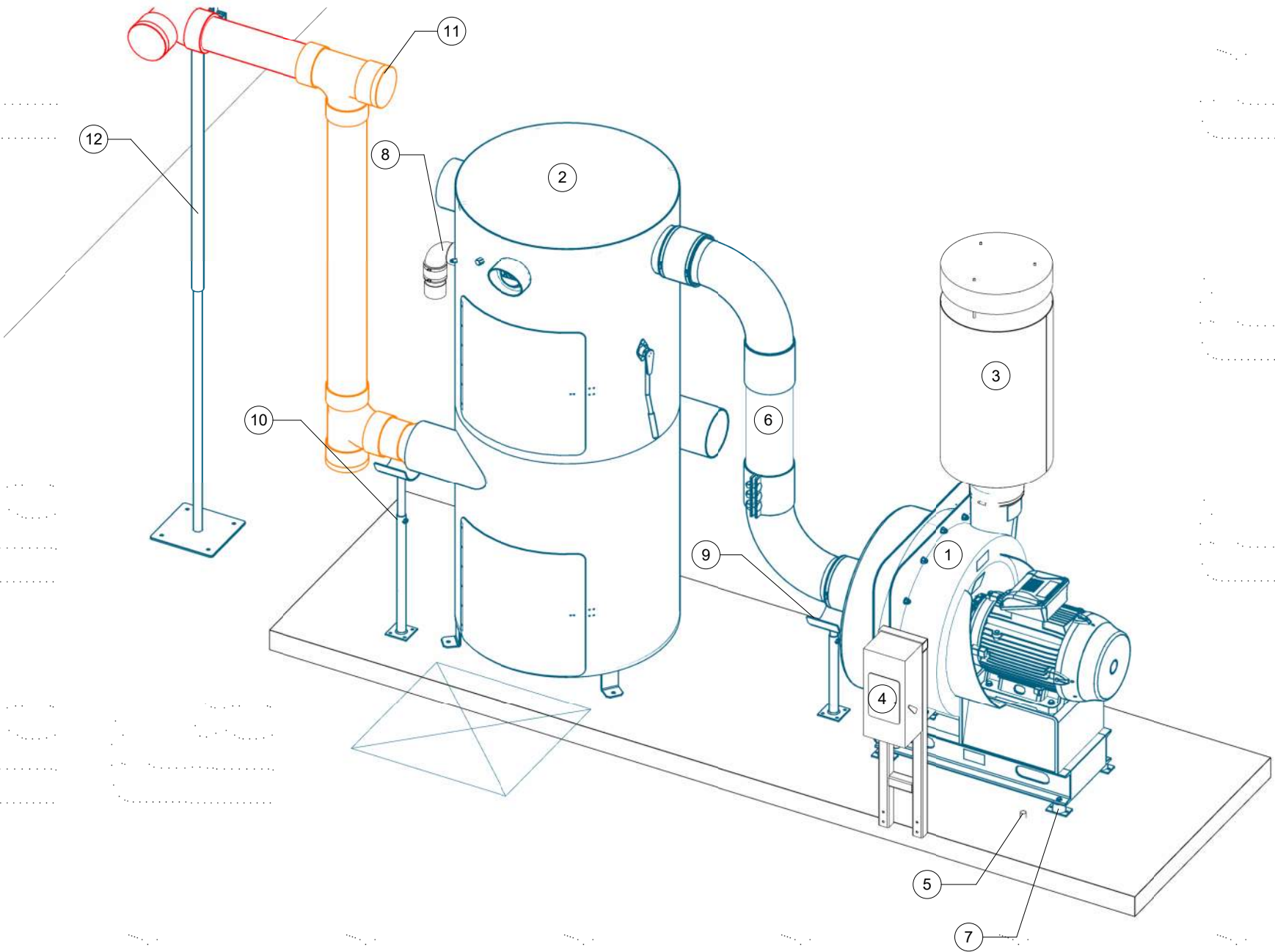
EQUIPMENT A SITE PLAN

Project Number	100821
Date	8/2/21
Drawn By	ML
Checked By	KG

V601

- EQUIPMENT NOTES:**
- 14'Lx4'Wx4"H MINIMUM FLAT AND LEVEL CONCRETE FLOOR SPACE REQUIRED FOR VACUUM EQUIPMENT
 - WALL PENETRATION: CORE DRILLING MAY BE REQUIRED FIELD VERIFY HEIGHT
 - NOTE: IF VACUUM EQUIPMENT IS ENCLOSED WITH ROOF/CEILING, REFER TO VENTILATION REQUIREMENTS UNDER EQUIPMENT WARRANTY INFORMATION
 - EXHAUST TURBINE TO OUTSIDE AIR OR ATMOSPHERE W/ 8" ALUMINUM TUBE OR METAL PIPE
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 - SEE POWER EQUIPMENT DETAILS ON V701
 - SEE VFD DETAILS ON V731

EQUIPMENT SITE ISOMETRIC	
ITEM	DESCRIPTION
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2	38x88 FILTER SEPARATOR
3	8" T4 OUTDOOR EXHAUST SILENCER
4	RECOMMENDED DISCONNECT LOCATION (WITHIN SIGHT OF TURBINE), CLEARANCE REQUIRED IN FRONT
5	RECOMMENDED TURBINE MOTOR CONDUIT STUB-UP LOCATION, SIZE PER N.E.C.
6	8" SEPARATOR/TURBINE HOOK-UP KIT (ALUMINUM)
7	TURBINE VIBRATION ISOLATOR
8	3" PRESSURE RELIEF VALVE
9	TURBINE PIPE SUPPORT
10	SEPARATOR PIPE SUPPORT
11	6" CLEAN-OUT (TYP.)
12	OVERHEAD PIPE SUPPORT



1 EQUIPMENT A ISOMETRIC

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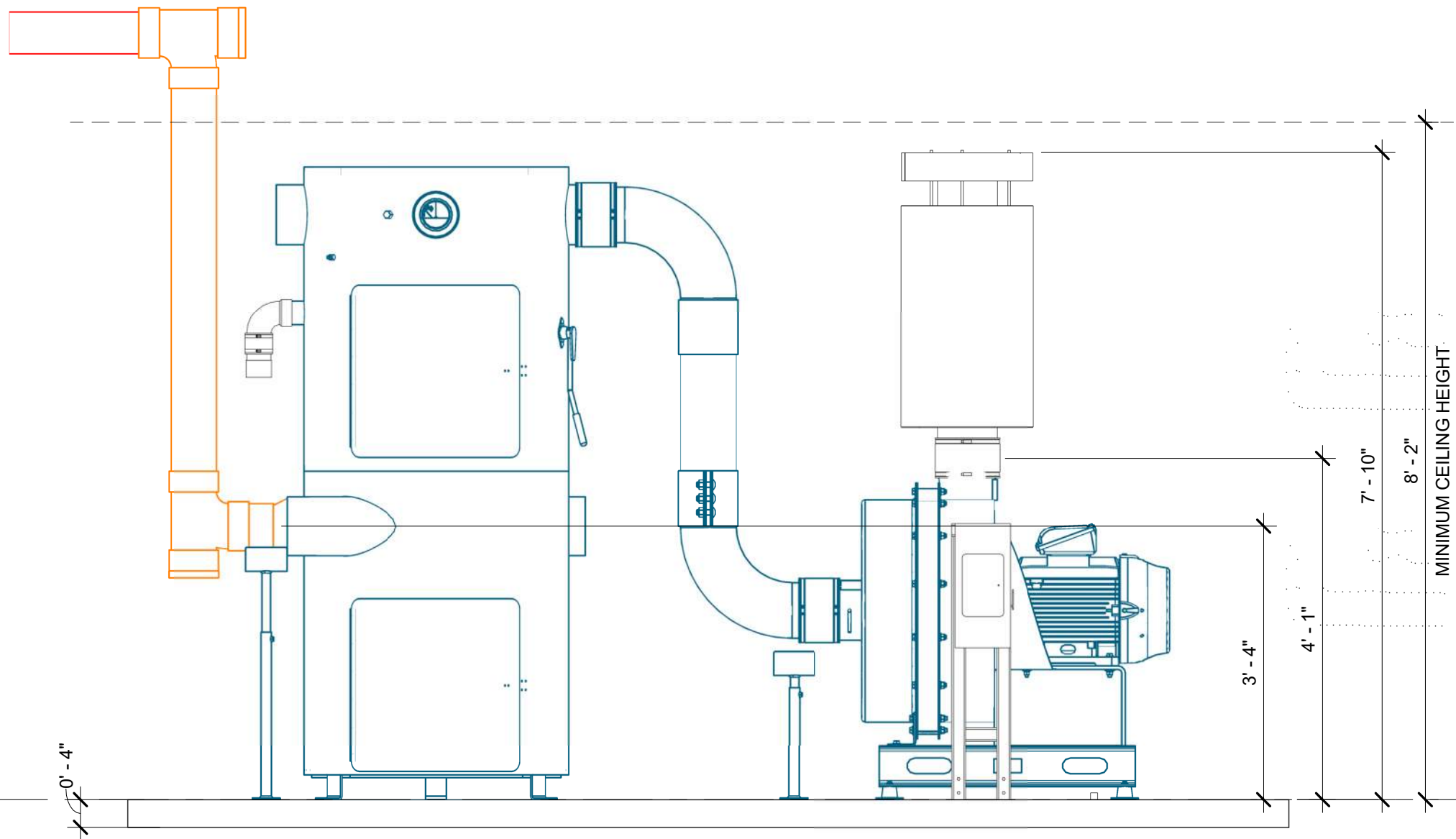
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EQUIP. A SITE ISOMETRIC

Project Number 100821
Date 8/2/21
Drawn By ML
Checked By KG

V611

- EQUIPMENT NOTES:**
- 14'Lx4'Wx4"H MINIMUM FLAT AND LEVEL CONCRETE FLOOR SPACE REQUIRED FOR VACUUM EQUIPMENT
 - WALL PENETRATION: CORE DRILLING MAY BE REQUIRED FIELD VERIFY HEIGHT
 - NOTE: IF VACUUM EQUIPMENT IS ENCLOSED WITH ROOF/CEILING, REFER TO VENTILATION REQUIREMENTS UNDER EQUIPMENT WARRANTY INFORMATION
 - EXHAUST TURBINE TO OUTSIDE AIR OR ATMOSPHERE W/ 8" ALUMINUM TUBE OR METAL PIPE
 - FIELD VERIFY ALL DIMENSIONS
 - SEE POWER EQUIPMENT DETAILS ON V701
 - SEE VFD DETAILS ON V731



F.G.
0' - 0"

1 EQUIPMENT A ELEVATION

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1350 HI-TECH DRIVE
SHERIDAN, WY 82801
PHONE: (307) 675-1982
EMAIL: vacinfo@ncswash.com
WEB: www.vacutechllc.com

CLEAN EXPRESS CAR WASH

97 TARENTUM BRIDGE ROAD
NEW KENSINGTON, PENNSYLVANIA 15068

#	Revision	By	Chk	Date
1	ADDED A HOSE TO END ARCHES. ADDED 2 PIPE SUPPORT	AV	TD	7/23/21

EQUIPMENT A ELEVATION

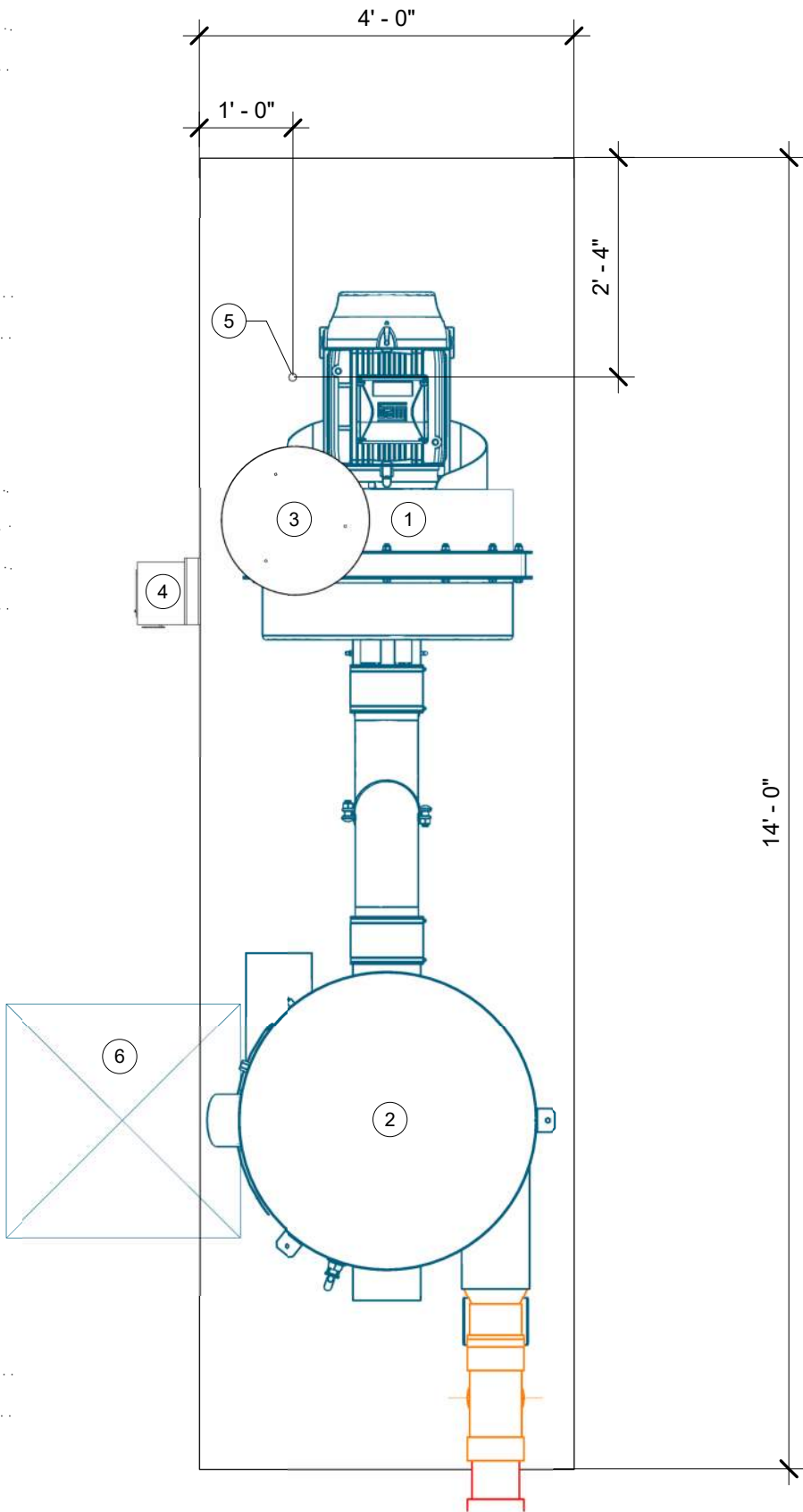
Project Number	100821
Date	8/2/21
Drawn By	ML
Checked By	KG

V621

8/4/2021 11:19:15 AM

- EQUIPMENT NOTES:**
- 14'Lx4'Wx4"H MINIMUM FLAT AND LEVEL CONCRETE FLOOR SPACE REQUIRED FOR VACUUM EQUIPMENT
 - WALL PENETRATION: CORE DRILLING MAY BE REQUIRED FIELD VERIFY HEIGHT
 - NOTE: IF VACUUM EQUIPMENT IS ENCLOSED WITH ROOF/CEILING, REFER TO VENTILATION REQUIREMENTS UNDER EQUIPMENT WARRANTY INFORMATION
 - EXHAUST TURBINE TO OUTSIDE AIR OR ATMOSPHERE W/ 8" ALUMINUM TUBE OR METAL PIPE
 - FIELD VERIFY ALL DIMENSIONS
 - SEE POWER EQUIPMENT DETAILS ON V701
 - SEE VFD DETAILS ON V731

EQUIPMENT SITE PLAN	
ITEM	DESCRIPTION
1	50HP T4 DIRECT DRIVE TURBINE
2	38x88 FILTER SEPARATOR
3	8" T4 OUTDOOR EXHAUST SILENCER
4	RECOMMENDED DISCONNECT LOCATION (WITHIN SIGHT OF TURBINE), CLEARANCE REQUIRED IN FRONT
5	RECOMMENDED TURBINE MOTOR CONDUIT STUB-UP LOCATION, SIZE PER N.E.C.
6	30"x30" MINIMUM SPACE REQUIRED TO REMOVE DEBRIS BUCKET



1 EQUIPMENT B PLAN

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CLEAN EXPRESS CAR WASH

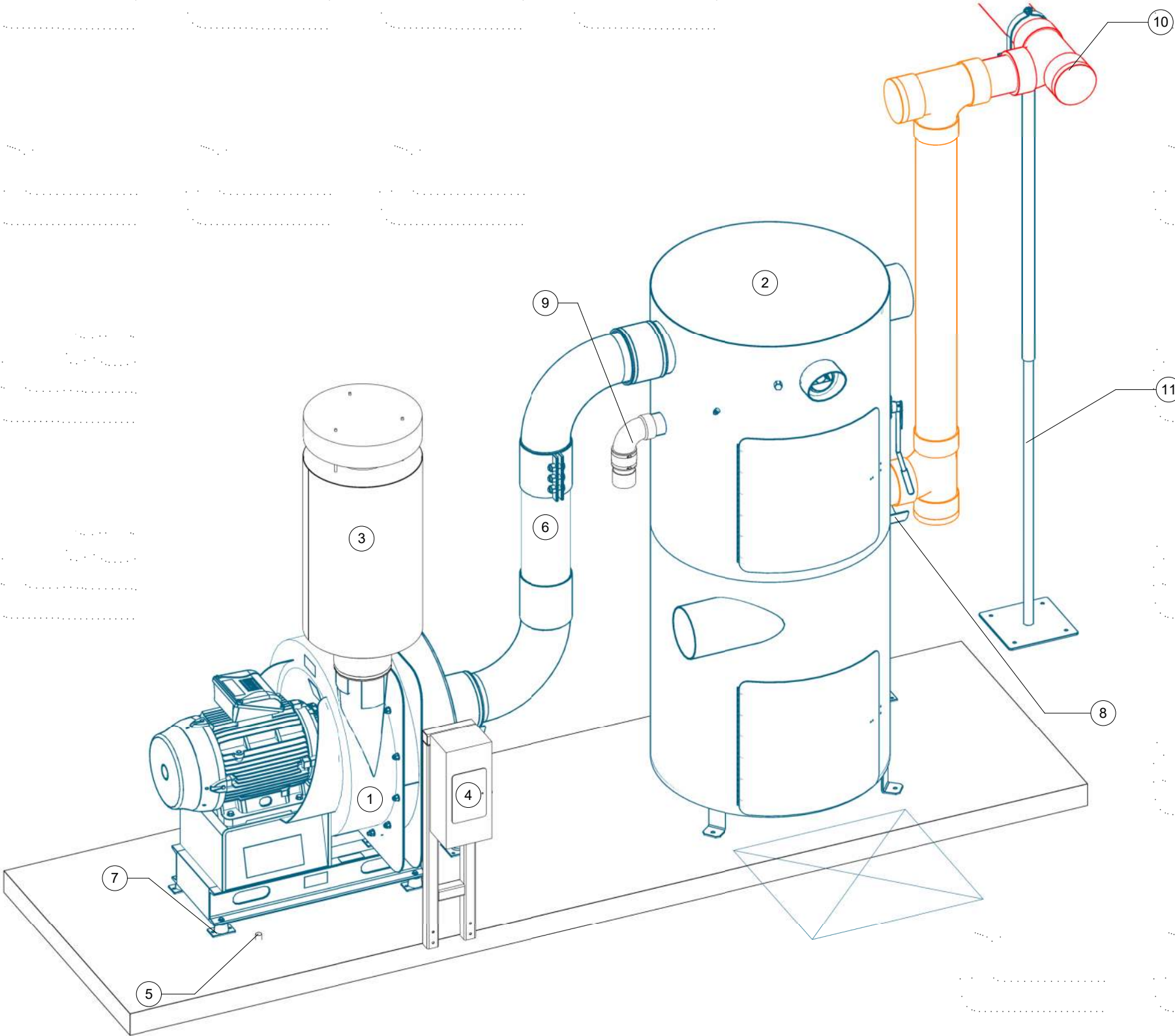
97 TARENTUM BRIDGE ROAD
NEW KENSINGTON, PENNSYLVANIA 15068

#	Revision	By	Chk	Date
1	ADDED A HOSE TO END ARCHES. ADDED 2 PIPE SUPPORT	AV	TD	7/23/21

EQUIPMENT B SITE PLAN

Project Number	100821
Date	8/2/21
Drawn By	ML
Checked By	KG

V622



- EQUIPMENT NOTES:**
- 14'Lx4'Wx4"H MINIMUM FLAT AND LEVEL CONCRETE FLOOR SPACE REQUIRED FOR VACUUM EQUIPMENT
 - WALL PENETRATION: CORE DRILLING MAY BE REQUIRED FIELD VERIFY HEIGHT
 - NOTE: IF VACUUM EQUIPMENT IS ENCLOSED WITH ROOF/CEILING, REFER TO VENTILATION REQUIREMENTS UNDER EQUIPMENT WARRANTY INFORMATION
 - EXHAUST TURBINE TO OUTSIDE AIR OR ATMOSPHERE W/ 8" ALUMINUM TUBE OR METAL PIPE
 - FIELD VERIFY ALL DIMENSIONS
 - SEE POWER EQUIPMENT DETAILS ON V701
 - SEE VFD DETAILS ON V731

EQUIPMENT SITE ISOMETRIC	
ITEM	DESCRIPTION
1	50HP T4 DIRECT DRIVE TURBINE
2	38x88 FILTER SEPARATOR
3	8" T4 OUTDOOR EXHAUST SILENCER
4	RECOMMENDED DISCONNECT LOCATION (WITHIN SIGHT OF TURBINE), CLEARANCE REQUIRED IN FRONT
5	RECOMMENDED TURBINE MOTOR CONDUIT STUB-UP LOCATION, SIZE PER N.E.C.
6	8" SEPARATOR/TURBINE HOOK-UP KIT (ALUMINUM)
7	TURBINE VIBRATION ISOLATOR
8	SEPARATOR PIPE SUPPORT
9	3" PRESSURE RELIEF VALVE
10	6" CLEAN-OUT (TYP.)
11	OVERHEAD PIPE SUPPORT

1 EQUIPMENT B ISOMETRIC

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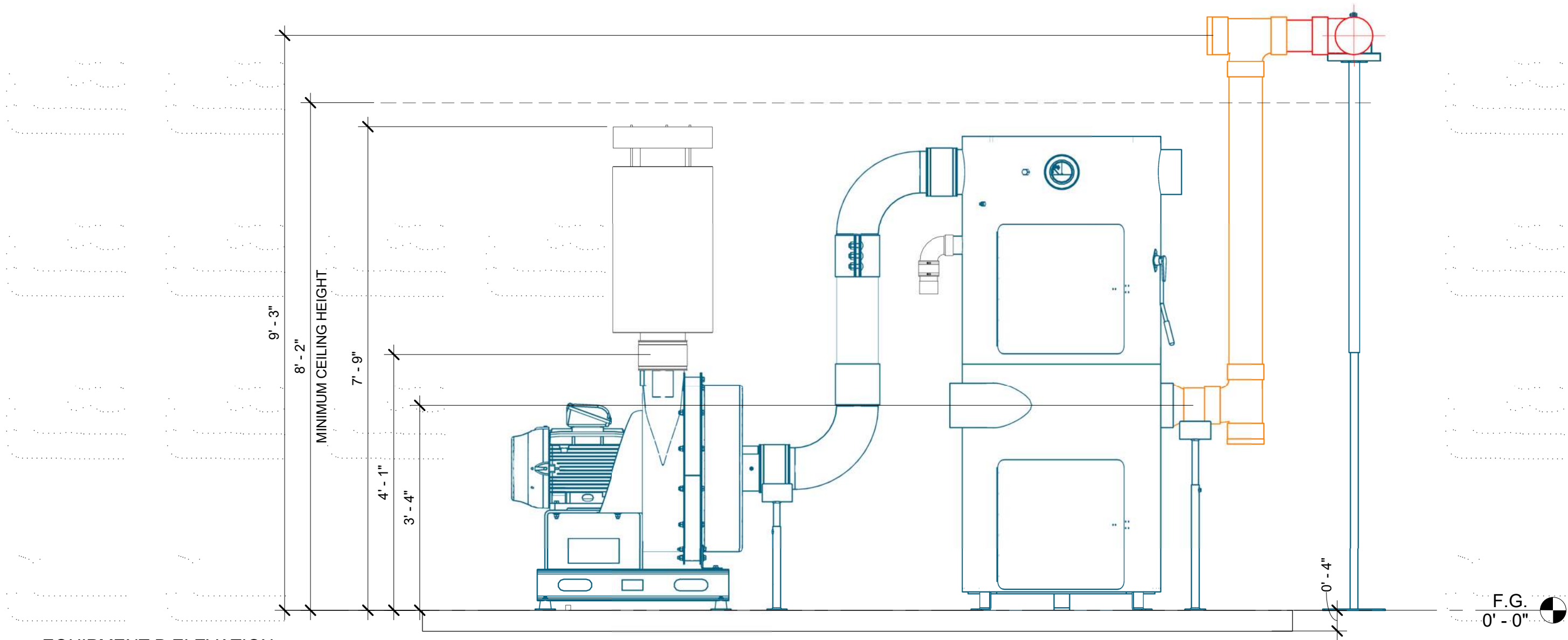
#	Revision	By	Chk	Date
1	ADDED A HOSE TO END ARCHES. ADDED 2 PIPE SUPPORT	AV	TD	7/23/21

EQUIP. B SITE ISOMETRIC

Project Number	100821
Date	8/2/21
Drawn By	ML
Checked By	KG

V623

- EQUIPMENT NOTES:**
- 14'Lx4'Wx4"H MINIMUM FLAT AND LEVEL CONCRETE FLOOR SPACE REQUIRED FOR VACUUM EQUIPMENT
 - WALL PENETRATION: CORE DRILLING MAY BE REQUIRED FIELD VERIFY HEIGHT
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1 EQUIPMENT B ELEVATION

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1	ADDED A HOSE TO END ARCHES. ADDED 2 PIPE SUPPORT	AV	TD	7/23/21

EQUIPMENT B ELEVATION

Project Number	100821
Date	8/2/21
Drawn By	ML
Checked By	KG

V624

Schedule									
Symbol	Label	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power
	W1	8	Lithonia Lighting	ARC1 LED P1 40K	ARC1 LED WITH P1 - PERFORMANCE PACKAGE, 4000K	1	1454	0.93	10.8751
	PL5	2	Lithonia Lighting	RSX1 LED P2 40K R5	RSX Area Fixture Size 1 P2 Lumen Package 4000K CCT Type R5 Distribution	1	10106	0.93	145.9

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
PARKING & VACUUM SPACES	+	0.8 fc	1.9 fc	0.1 fc	19.0:1	8.0:1
DRIVING LANES	+	1.0 fc	5.2 fc	0.2 fc	26.0:1	5.0:1

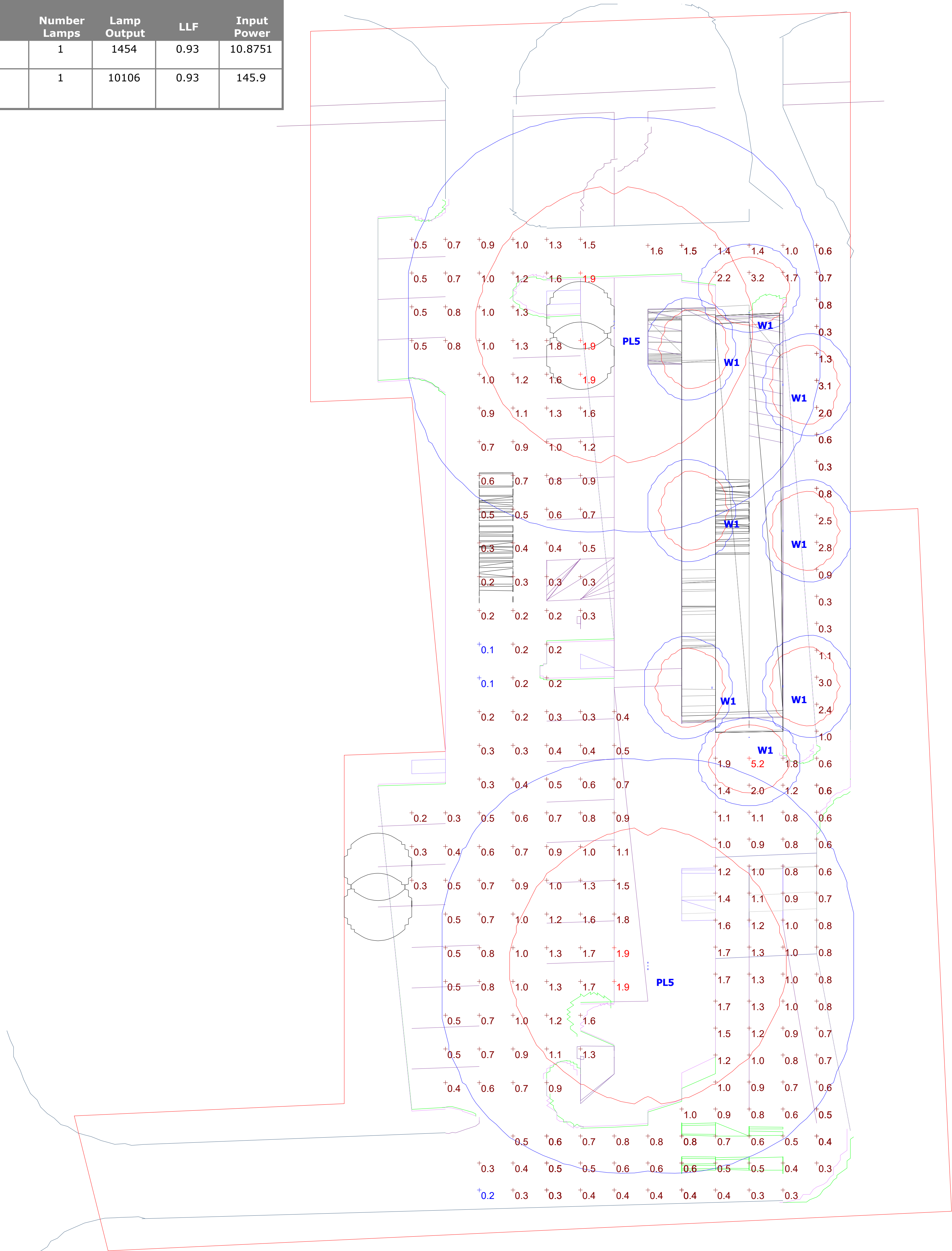
Note

1. AREA LIGHTS MOUNTED AT 20' AFG

2. 18' POLE ON A 2' POLE BASE

3. WALL LIGHTS MOUNTED AT 10' AFG

DISCLAIMER
LIGHTING SYSTEMS OF COLUMBUS SHALL NOT BE HELD RESPONSIBLE FOR ANY ISSUES THAT MAY ARISE DURING THE INSTALLATION PROCESS DUE TO SPECIFIC FIELD COMPLICATIONS OR APPLICATIONS. OUR CALCULATIONS ARE PROVIDED AS A PROFESSIONAL COURTESY AND ARE BASED ON THE ILLUMINATING ENGINEERING SOCIETY RECOMMENDED PRACTICES AND ARE NOT NECESSARILY FULLY VETTED FOR CODE COMPLIANCE. IT IS THE RESPONSIBILITY OF THE ASSIGNED ENGINEER OF RECORD TO REVIEW AND APPROVE THE DRAWINGS, PRODUCTS AND INSTALLATION METHODS INCLUDING CONTROLS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE ENGINEER IS ULTIMATELY RESPONSIBLE FOR THE CODE COMPLIANT DESIGN THAT GETS BUILT, AND LIGHTING SYSTEMS OF COLUMBUS SHALL NOT BE HELD LIABLE FOR ANY ISSUES THAT MAY OCCUR DURING OR AFTER THE INSTALLATION.



FEATURES & SPECIFICATIONS

INTENDED USE — These specifications are for USA standards only. Square Straight Steel is a general purpose light pole for up to 39-foot mounting heights. This pole provides a robust yet cost effective option for mounting area lights and floodlights.

CONSTRUCTION — **Pole Shaft:** The pole shaft is of uniform dimension and wall thickness and is made of a weldable-grade, hot-rolled, commercial-quality steel tubing with a minimum yield of 55 KSI (11-gauge, .1196"), or 50 KSI (7-gauge, .1793"). Shaft is one-piece with a full-length longitudinal high-frequency electric resistance weld. Uniformly square in cross-section with flat sides, small corner radii and excellent torsional qualities. Available shaft widths are 4", 5" and 6".

Pole Top: A flush non-metallic black top cap is provided for all poles that will receive drilling patterns for side-mount luminaire arm assemblies or when ordered with PT option.

Handhole: A reinforced handhole with grounding provision is provided at 18" from the base on side A. Positioning the handhole lower may not be possible and requires engineering review; consult Tech Support-Outdoor for further information. Every handhole includes a cover and cover attachment hardware. The handhole has a nominal dimension of 2.5" x 5".

Base Cover: A durable ABS plastic two-piece full base cover, finished to match the pole, is provided with each pole assembly. Additional base cover options are available upon request.

Anchor Base/ Bolts: Anchor base is fabricated from steel that meets ASTM A36 standards and can be altered to match existing foundations; consult factory for modifications. Anchor bolts are manufactured to ASTM F1554 Standards grade 55, (55 KSI minimum yield strength and tensile strength of 75-95 KSI). Top threaded portion (nominal 12") is hot-dipped galvanized per ASTM A-153.

HARDWARE — All structural fasteners are high-strength galvanized carbon steel. All non-structural fasteners are galvanized or zinc-plated carbon steel or stainless steel.

FINISH — Extra durable standard powder-coat finishes include Dark Bronze, White, Black, Medium Bronze and Natural Aluminum colors. Classic finishes include Sandstone, Charcoal Gray, Tennis Green, Bright Red and Steel Blue colors. Architectural Colors and Special Finishes are available by quote and include, but are not limited to Hot-dipped Galvanized, Paint over Hot-dipped Galvanized, RAL Colors, Custom Colors and Extended Warranty Finishes. Factory-applied primer paint finish is available for customer field-paint applications.

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

INSTALLATION — **Do not** erect poles without having fixtures installed. Factory-supplied templates must be used when setting anchor bolts. Lithonia Lighting will not accept claim for incorrect anchorage placement due to failure to use Lithonia Lighting factory templates. If poles are stored outside, all protective wrapping must be removed immediately upon delivery to prevent finish damage. Lithonia Lighting is not responsible for the foundation design.

WARRANTY — 1-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

NOTE: Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.

Catalog Number
Notes
Type



Anchor Base Poles

SSS

SQUARE STRAIGHT STEEL



SSS Square Straight Steel Poles

ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

Example: SSS 20 5C DM19 DDB

SSS						
Series	Nominal fixture mounting height	Nominal shaft base size/wall thickness ²	Mounting ³		Options	Finish ¹¹
SSS ¹	10'-39' (for 1/2 ft increments, add -6 to the pole height. Ex: 20-6 equals 20ft 6in.) See technical information table for complete ordering information.)	4C 4" 11g (.1196") 4G 4" 7g (.1793") 5C 5" 11g (.1196") 5G 5" 7g (.1793") 6G 6" 7g (.1793") See technical information table for complete ordering information.)	<u>Tenon mounting</u> PT Open top (includes top cap) T20 2-3/8" O.D. (2" NPS) T25 2-7/8" O.D. (2-1/2" NPS) T30 3-1/2" O.D. (3" NPS) T35 4" O.D. (3-1/2" NPS) <u>KAC/KAD/KSE/KSF/KVR/KVF Drill mounting</u> DM19 1 at 90° DM28 2 at 180° DM28 PL 2 at 180° with one side plugged DM29 2 at 90° DM39 3 at 90° DM49 4 at 90° <u>CSX/DSX/RSX/AERIS™/OMERO™/HLA/KAX Drill mounting</u> DM19AS 1 at 90° DM28AS 2 at 180° DM29AS 2 at 90° DM39AS 3 at 90° DM49AS 4 at 90° <u>RAD drill mounting</u> DM19RAD 1 at 90° DM28RAD 2 at 180° DM29RAD 2 at 90° DM39RAD 3 at 90° DM49RAD 4 at 90° <u>ESX Drill mounting</u> DM19ESX 1 at 90° DM28ESX 2 at 180° DM29ESX 2 at 90° DM39ESX 3 at 90° DM49ESX 4 at 90°	<u>AERIS™ Suspend drill mounting</u> ^{4,5} DM19AST_ 1 at 90° DM28AST_ 2 at 180° DM29AST_ 2 at 90° DM39AST_ 3 at 90° DM49AST_ 4 at 90° <u>OMERO™ Suspend drill mounting</u> ^{4,5} DM19MRT_ 1 at 90° DM28MRT_ 2 at 180° DM29MRT_ 2 at 90° DM39MRT_ 3 at 90° DM49MRT_ 4 at 90°	<u>Shipped installed</u> VD Vibration damper HAXy Horizontal arm bracket (1 fixture) ^{6,7} FDLxy Festoon outlet less electrical ⁶ CPL12/xy 1/2" coupling ⁶ CPL34/xy 3/4" coupling ⁶ CPL1/xy 1" coupling ⁶ NPL12/xy 1/2" threaded nipple ⁶ NPL34/xy 3/4" threaded nipple ⁶ NPL1/xy 1" threaded nipple ⁶ EHHxy Extra handhole ^{6,8} NEC NEC 410.30 compliant gasketed handhole (Not UL Labeled) IC Interior coating ⁹ L/AB Less anchor bolts (Include when anchor bolts are not needed) TP Tamper resistant handhole cover fasteners UL UL listed with label (Includes NEC compliant cover) BAA Buy America(n) Act Compliant ¹⁰	<u>Standard colors</u> DDBXD Dark bronze DWHXD White DBLXD Black DMBXD Medium bronze DNAXD Natural aluminum <u>Classic colors</u> DSS Sandstone DGC Charcoal gray DTG Tennis green DBR Bright red DSB Steel blue <u>Architectural Colors and Special Finishes</u> Galvanized, Paint over Galvanized, RAL Colors, Custom Colors and Extended Warranty Finishes available.

NOTES:

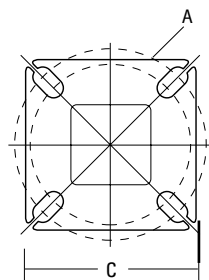
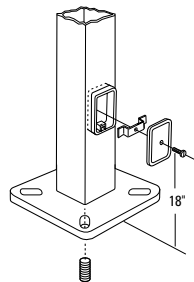
- Handhole covers (HHC), full base covers (FBC) and top caps (TC) shipped separately. No need to call out in nomenclature. For additional parts please order as replacements.
- Wall thickness will be signified with a "C" (11 Gauge) or a "G" (7-Gauge) in nomenclature. "C" - 0.1196" | "G" - 0.1793".
- PT open top poles include top cap. When ordering tenon mounting and drill mounting for the same pole, follow this example: DM28/T20. The combination includes a required extra handhole.
- Refer to the fixture spec sheet for the correct drilling template pattern and orientation compatibility.
- Insert "1" or "2" to designate fixture size; e.g. DM19AST2.
- Specify location and orientation when ordering option.
For "x": Specify the height above the base of pole in feet or feet and inches; separate feet and inches with a "-".
Example: 5ft = 5 and 20ft 3in = 20-3
For "y": Specify orientation from handhole (A,B,C,D)
Refer to the Handhole Orientation diagram below.
Example: 1/2" coupling at 5' 8", orientation C = CPL12/5-8C
- Horizontal arm is 18" x 2-3/8" O.D. tenon standard, with radius curve providing 12" rise and 2-3/8" O.D. If ordering two horizontal arm at the same height, specify with HAXxy. Example: HA20BD.
- Combination of tenon-top and drill mount includes extra handhole. EHH does not include cover, order replacement part if needed.
- Provides enhanced corrosion resistance.
- Use when mill certifications are required.
- Additional colors available; see www.lithonia.com/archcolors or Architectural Colors brochure (Form No. 794.3). Available by formal quote only, consult factory for details.

SSS Square Straight Steel Poles

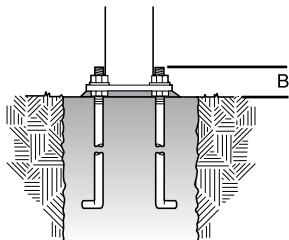
TECHNICAL INFORMATION — EPA (ft ²) with 1.3 gust													
Catalog Number	Nominal Shaft Length (ft.)*	Pole Shaft Size (Base in. x Top in. x ft.)	Wall thick (in)	Gauge	EPA (ft ²) with 1.3 gust						Bolt circle (in)	Bolt size (in. x in. x in.)	Approximate ship weight (lbs.)
					80 MPH	Max. weight	90 MPH	Max. weight	100 MPH	Max. weight			
SSS 10 4C	10	4.0 x 10.0	0.1196	11	30.6	765	23.8	595	18.9	473	8-9	3/4 x 18 x 3	75
SSS 12 4C	12	4.0 x 12.0	0.1196	11	24.4	610	18.8	470	14.8	370	8-9	3/4 x 18 x 3	90
SSS 14 4C	14	4.0 x 14.0	0.1196	11	19.9	498	15.1	378	11.7	293	8-9	3/4 x 18 x 3	100
SSS 16 4C	16	4.0 x 16.0	0.1196	11	15.9	398	11.8	295	8.9	223	8-9	3/4 x 18 x 3	115
SSS 18 4C	18	4.0 x 18.0	0.1196	11	12.6	315	9.2	230	6.7	168	8-9	3/4 x 18 x 3	125
SSS 20 4C	20	4.0 x 20.0	0.1196	11	9.6	240	6.7	167	4.5	150	8-9	3/4 x 18 x 3	140
SSS 20 4G	20	4.0 x 20.0	0.1793	7	14	350	11	275	8	200	8-9	3/4 x 30 x 3	198
SSS 20 5C	20	5.0 x 20.0	0.1196	11	17.7	443	12.7	343	9.4	235	10-12	1 x 36 x 4	185
SSS 20 5G	20	5.0 x 20.0	0.1793	7	28.1	703	21.4	535	16.2	405	10-12	1 x 36 x 4	265
SSS 25 4C	25	4.0 x 25.0	0.1196	11	4.8	150	2.6	100	1	50	8-9	3/4 x 18 x 3	170
SSS 25 4G	25	4.0 x 25.0	0.1793	7	10.8	270	7.7	188	5.4	135	8-9	3/4 x 30 x 3	245
SSS 25 5C	25	5.0 x 25.0	0.1196	11	9.8	245	6.3	157	3.7	150	10-12	1 x 36 x 4	225
SSS 25 5G	25	5.0 x 25.0	0.1793	7	18.5	463	13.3	333	9.5	238	10-12	1 x 36 x 4	360
SSS 30 4G	30	4.0 x 30.0	0.1793	7	6.7	168	4.4	110	2.6	65	8-9	3/4 x 30 x 3	295
SSS 30 5C	30	5.0 x 30.0	0.1196	11	4.7	150	2	50	--	--	10-12	1 x 36 x 4	265
SSS 30 5G	30	5.0 x 30.0	0.1793	7	10.7	267	6.7	167	3.9	100	10-12	1 x 36 x 4	380
SSS 30 6G	30	6.0 x 30.0	0.1793	7	19	475	13.2	330	9	225	11-13	1 x 36 x 4	520
SSS 35 5G	35	5.0 x 35.0	0.1793	7	5.9	150	2.5	100	--	--	10-12	1 x 36 x 4	440
SSS 35 6G	35	6.0 x 35.0	0.1793	7	12.4	310	7.6	190	4.2	105	11-13	1 x 36 x 4	540
SSS 39 6G	39	6.0 x 39.0	0.1793	7	7.2	180	3	75	--	--	11-13	1 x 36 x 4	605

* EPA values are based ASCE 7-93 wind map. For 1/2 ft increments, add -6 to the pole height. Ex: 20-6 equals 20ft 6in.

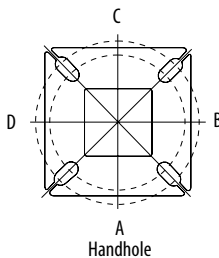
BASE DETAIL



POLE DATA								
Shaft base size	Bolt circle A	Bolt projection B	Base diameter C	Base plate thickness	Template description	Anchor bolt description	Anchor bolt and template number	Anchor bolt description
4"C	8" - 9"	3.25" - 3.75"	8" - 8.25"	0.75"	ABTEMPLATE PJ50004	AB18-0	ABSSS-4C	3/4"x18"x3"
4"G	8" - 9"	3.38" - 3.75"	8" - 8.25"	0.875"	ABTEMPLATE PJ50004	AB30-0	ABSSS-4G	3/4"x30"x3"
5"	10" - 12"	3.5" - 4"	11"	1"	ABTEMPLATE PJ50010	AB36-0	ABSSS-5	1"x36"x4"
6"	11" - 13"	4" - 4.50"	12.5"	1"	ABTEMPLATE PJ50011	AB36-0	N/A	1"x36"x4"



HANDHOLE ORIENTATION



Default DM19 is on side B.

IMPORTANT INSTALLATION NOTES:

- Do not erect poles without having fixtures installed.
- Factory-supplied templates must be used when setting anchor bolts. Lithonia Lighting will not accept claim for incorrect anchorage placement due to failure to use Lithonia Lighting factory templates.
- If poles are stored outside, all protective wrapping must be removed immediately upon delivery to prevent finish damage.
- Lithonia Lighting is not responsible for the foundation design.



ARC2 LED

Architectural Wall Luminaire



Catalog
Number

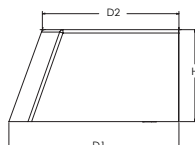
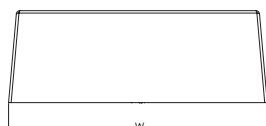
Notes

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

Specifications

Depth (D1): 9.25"
Depth (D2): 7.5"
Height: 5"
Width: 14"
Weight: 11 lbs
 (without options)



Introduction

The Lithonia Lighting ARC LED wall-mounted luminaires provide both architectural styling and visually comfortable illumination while providing the high energy savings and low initial costs for quick financial payback.

ARC2 delivers up to 6,500 lumens with a soft, non-pixelated light source, creating a visually comfortable environment. It offers integrated emergency battery backup options, including an 8W cold temperature option, making it suitable for pedestrian scale applications in any environment.

ARC LED Family Overview

Luminaire	Standard EM, 0°C	Cold EM, -20°C	Approximate Lumens (4000K)				
			P1	P2	P3	P4	P5
ARC1 LED	4W	--	1,500	2,000	3,000	--	--
ARC2 LED	4W	8W	1,500	2,000	3,000	4,000	6,500

Ordering Information

EXAMPLE: ARC2 LED P2 40K MVOLT PE DDBXD

Series	Package	Color Temperature	Voltage	Options	Finish
ARC2 LED	P1 1,500 Lumens	30K 3000K	MVOLT 347 ¹	E4WH Emergency battery backup, CEC compliant (4W, 0°C min) ¹	DDBXD Dark bronze
	P2 2,000 Lumens	40K 4000K		E8WC Emergency battery backup, CEC compliant (8W, -20°C min) ¹	DBLXD Black
	P3 3,000 Lumens	50K 5000K		PE Button type photocell for dusk-to-dawn operation	DNAXD Natural aluminum
	P4 4,000 Lumens			DMG 0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately) ²	DWHXD White
	P5 6,500 Lumens			SPD6KV 6kV surge protection ¹	DSSXD Sandstone
				FAO Field adjustable light output device. Allows for easy adjustment to the desired light levels, from 20% to 100% ²	DDBTXD Textured dark bronze
					DBLBXD Textured black
					DNATXD Textured natural aluminum
					DWHGXD Textured white
					DSSTXD Textured sandstone

Accessories

Ordered and shipped separately.

WSBBW DDBXD U

Surface - mounted back box (specify finish)

NOTES

- 347V not available with E4WH, E8WC and SPD6KV.
- FAO not available with DMG.



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ARC2 LED
 Rev. 08/31/21

Performance Data

Lumen Output

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

Performance Package	System Watts	30K (3000K, 80 CRI)					40K (4000K, 80 CRI)					50K (5000K, 80 CRI)				
		Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G
P1	11W	1,502	142	0	0	1	1,587	150	0	0	1	1,598	151	0	0	1
P2	16W	2,250	140	0	0	1	2,377	147	0	0	1	2,393	148	0	0	1
P3	24W	3,206	135	0	0	1	3,387	143	0	0	1	3,410	144	0	0	1
P4	30W	3,903	128	1	0	1	4,124	136	1	0	1	4,152	136	1	0	1
P5	51W	6,260	122	1	0	1	6,615	129	1	0	1	6,659	130	1	0	1

Electrical Load

Performance Package	System Watts	Current (A)				
		120V	208V	240V	277V	347V
P1	11W	0.090	0.055	0.049	0.046	0.045
P2	16W	0.141	0.081	0.072	0.064	0.059
P3	24W	0.202	0.117	0.103	0.091	0.079
P4	30W	0.280	0.162	0.144	0.128	0.095
P5	51W	0.471	0.272	0.239	0.212	0.158

Lumen Output in Emergency Mode (4000K, 80 CRI)

Option	Lumens
E4WH	693
E8WC	1,413

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.04
10°C	50°F	1.03
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
40°C	104°F	0.97

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a 25°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11). To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	>0.96	>0.93	>0.88

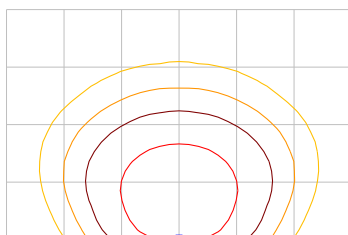
Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit the Lithonia Lighting ARC LED homepage. Tested in accordance with IESNA LM-79 and LM-80 standards.

LEGEND

■	0.25 fc
■	0.5 fc
■	1.0 fc
■	3.0 fc

MH = 15ft
Grid = 15ft x 15ft



ARC2 LED P3 40K



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Emergency Egress Options

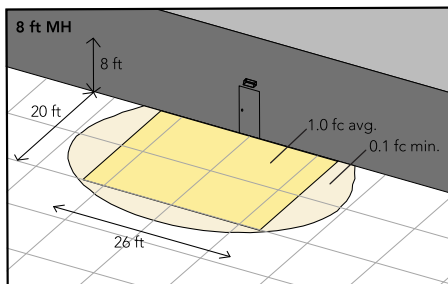
Emergency Battery Backup

The emergency battery backup is integral to the luminaire — no external housing required! This design provides reliable emergency operation while maintaining the aesthetics of the product. All emergency battery backup configurations include an independent secondary driver with an integral relay to immediately detect loss of normal power and automatically energize the luminaire. The emergency battery will power the luminaire for a minimum duration of 90 minutes (maximum duration of three hours) from the time normal power is lost and maintain a minimum of 60% of the light output at the end of 90 minutes.

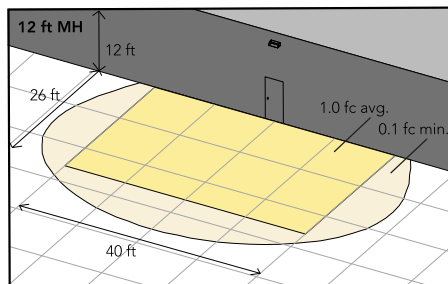
Applicable codes: NFPA 70/NEC – section 700.16, NFPA 101 Life Safety Code Section 7.9

The example below shows illuminance of 1 fc average and 0.1 fc minimum in emergency mode.

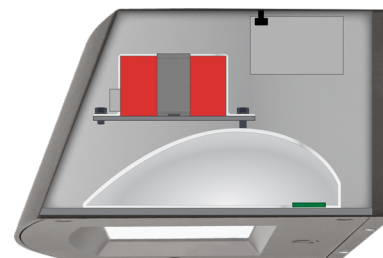
Grid = 10ft x 10ft



ARC2 LED 40K MVOLT E4WH



ARC2 LED 40K MVOLT E8WC



Self-contained solution for clean aesthetic

Mounting, Options & Accessories

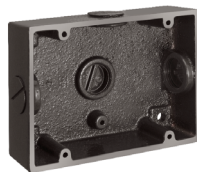


E4WH and E8WC – Emergency Battery Backup

D = 6.5"

H = 5"

W = 11"



BBW – Standard Back Box

D = 1.5"

H = 4"

W = 5.5"

For surface conduit applications.
3/4" conduit entry holes.

FEATURES & SPECIFICATIONS

INTENDED USE

The clean architectural shape of the ARC LED was designed for applications such as hospitals, schools, malls, restaurants, and commercial buildings. The long-life LEDs and driver make this luminaire nearly maintenance-free.

CONSTRUCTION

The die-cast aluminum housing and door act as heat sinks to optimize thermal transfer from the light engine and driver to promote long-life. The die-cast door frame is fully gasketed with a one-piece solid silicone gasket to keep out moisture and dust, providing an IP65 rating for the luminaire.

FINISH

Exterior painted parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Standard Super Durable colors include dark bronze, black, natural aluminum, sandstone and white. Available in textured and non-textured finishes.

OPTICS

Recessed lens to cut off high angle light and reduce glare. Combination of diffused lens and reflector design has low surface brightness creating a visually comfortable environment with great distribution. LEDs are fully hidden from view to eliminate pixelization and harsh glare. The ARC LED has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL

Light engine consists of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long-life (up to L88/100,000 hours at 25°C). The electronic driver has a power factor of >90%, THD <20%. Luminaire is 0-10V dimmable.

INSTALLATION

The universal wall plate, supplied with the luminaire, fits multiple size junction boxes and supports it during wiring for easy installation. Built-in wet location wiring compartment on the luminaire to accommodate wiring connections for applications with no junction box. Design can withstand up to a 1.5 G vibration load rating per ANSI C136.31.

LISTINGS

CSA certified to U.S. and Canadian standards. Luminaire is IP65 rated. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified. International DarkSky Association (IDA) Fixture Seal of approval (FSA) is available for all products on this page utilizing 3000K color temperature only. Rated for -40°C minimum ambient.

WARRANTY

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

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



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ARC2 LED
Rev. 08/31/21



RSX2 LED Area Luminaire

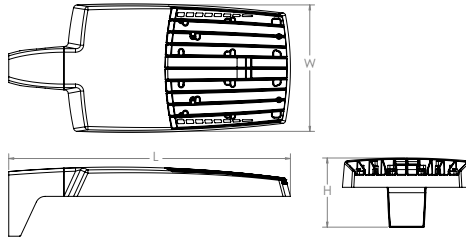


Catalog Number
Notes
Type

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

Specifications

EPA (ft²@0°):	0.69 ft² (0.06 m²)
Length:	29.3" (74.4 cm) (SPA mount)
Width:	13.4" (34.0 cm)
Height:	3.0" (7.6 cm) Main Body 7.2" (18.3 cm) Arm
Weight: (SPA mount)	30.0 lbs (13.6 kg)



Introduction

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

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

Ordering Information

EXAMPLE: RSX2 LED P6 40K R3 MVOLT SPA DDBXD

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

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



Ordering Information

Accessories

Ordered and shipped separately.

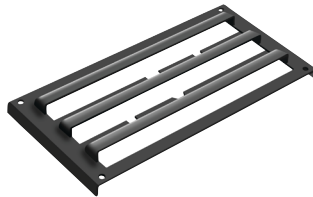
RSX2HS	RSX2 House side shield (includes 2 shields)
RSX2EGS (FINISH) U	External glare shield (specify finish)
RSX2HSAFRR (FINISH) U	RSX2 House side shields for AFR rotated optics (includes 2 shields)
RSX2EGFV (FINISH) U	External glare full visor (specify finish)
RSXRPA (FINISH) U	RSX Universal round pole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

NOTES

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

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

External Shields



House Side Shield



External Glare Shield

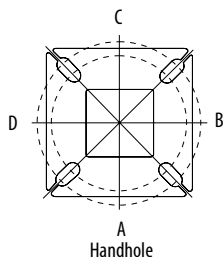


External 360 Full Visor

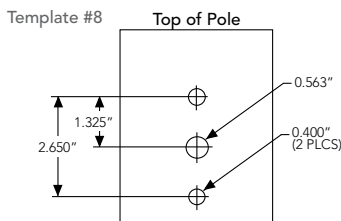
Pole/Mounting Information

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

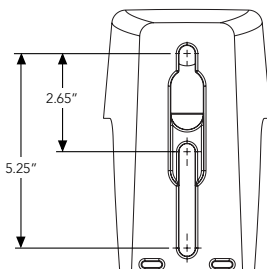
HANDHOLE ORIENTATION



RSX POLE DRILLING



RSX STANDARD ARM & ADJUSTABLE ARM



Round Tenon Mount - Pole Top Slipfitters

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

Drill/Side Location by Configuration Type

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

RSX2 - Luminaire EPA

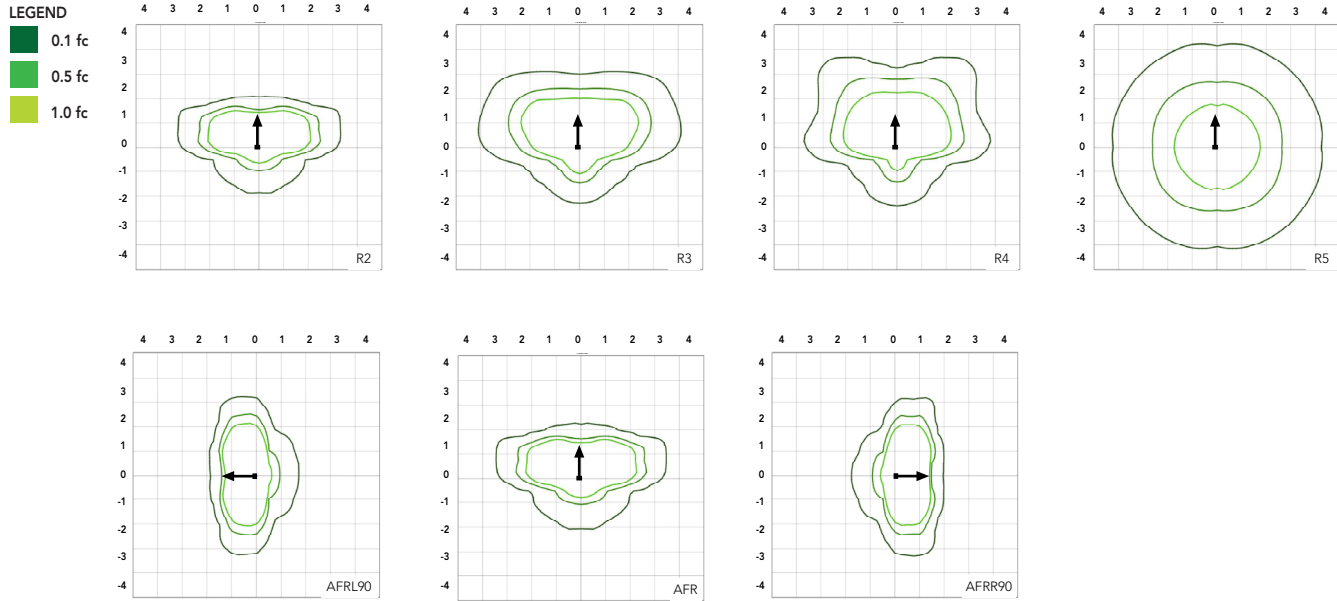
*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

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

Photometric Diagrams

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

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



Performance Data

Lumen Ambient Temperature (LAT) Multipliers

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

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

Electrical Load

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

Projected LED Lumen Maintenance

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

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

Performance Data

Lumen Output

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

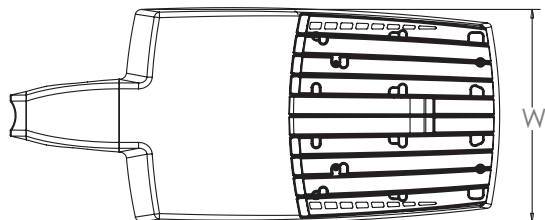
Performance Package	System Watts	Distribution. Type	30K (3000K, 70 CRI)					40K (4000K, 70 CRI)					50K (5000K, 70 CRI)				
			Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P1	71W	R2	10,040	2	0	1	139	11,031	2	0	1	153	11,031	2	0	1	153
		R3	10,005	2	0	2	141	10,992	2	0	2	155	10,992	2	0	2	155
		R3S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

Dimensions & Weights

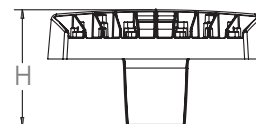
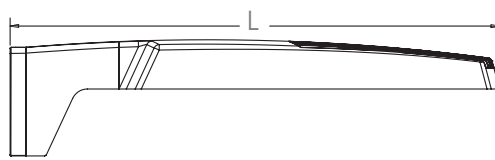
Luminaire Weight by Mounting Type

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

RSX2 with Round Pole Adapter (RPA)



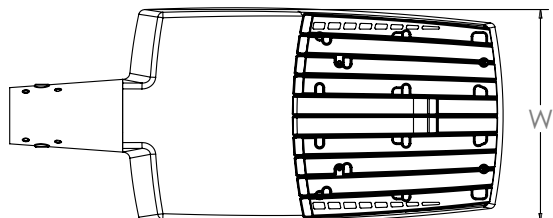
Length: 30.3" (77.0 cm)
 Width: 13.4" (34.0 cm)
 Height: 3.0" (7.6 cm) Main Body
 7.2" (18.3 cm) Arm



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



RSX2 with Mast Arm Adapter (MA)



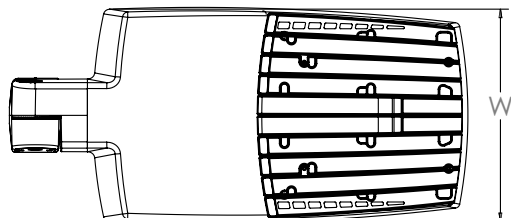
Length: 30.6" (77.7 cm)
 Width: 13.4" (34.0 cm)
 Height: 3.0" (7.6 cm) Main Body
 3.5" (8.9 cm) Arm



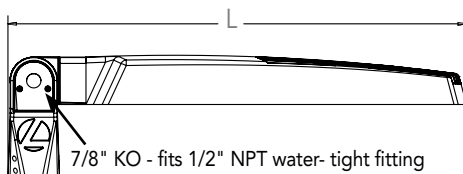
7/16" locking thru bolt/nut provided



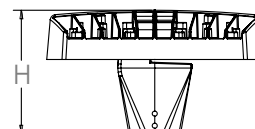
RSX2 with Adjustable Slipfitter (IS)



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

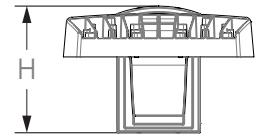
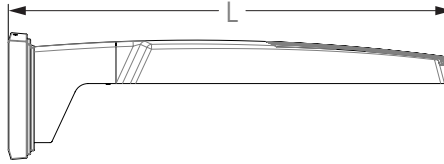
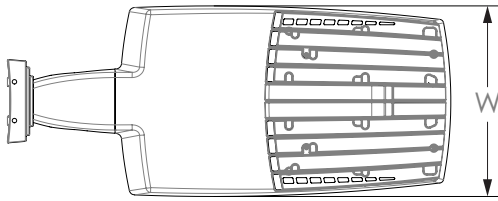


7/8" KO - fits 1/2" NPT water-tight fitting



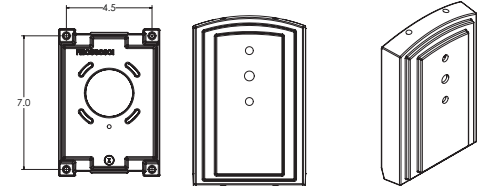
Dimensions

RSX2 with Wall Bracket (WBA)

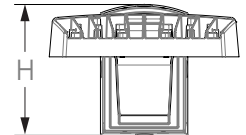
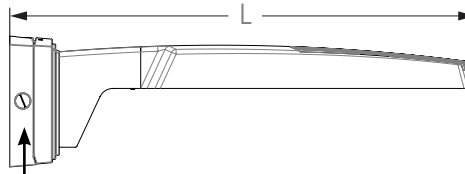
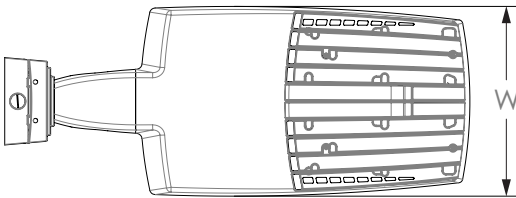


Length: 31.2" (79.2 cm)
 Width: 13.4" (41.7 cm)
 Height: 3.0" (7.6 cm) Main Body
 8.9" (22.6 cm) Arm

Wall Bracket (WBA) Mounting Detail



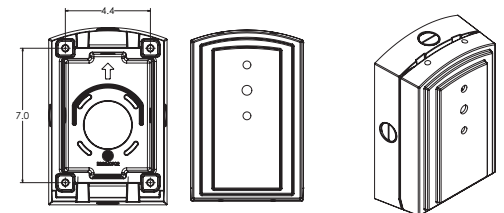
RSX2 with Wall Bracket with Surface Conduit Box (WBASC)



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

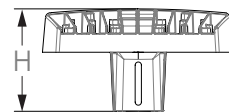
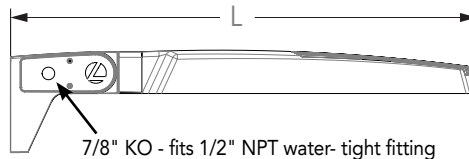
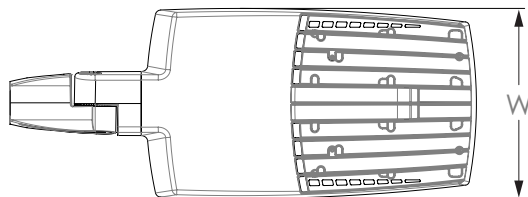
Length: 32.8" (83.3 cm)
 Width: 13.4" (41.7 cm)
 Height: 3.0" (7.6 cm) Main Body
 9.2" (23.4 cm) Arm

Surface Conduit Box (SCB) Mounting Detail

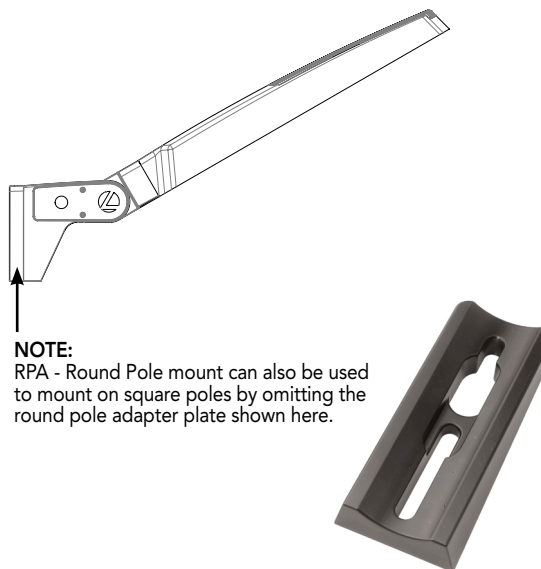


Dimensions

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



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



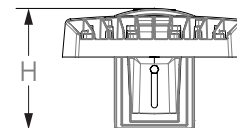
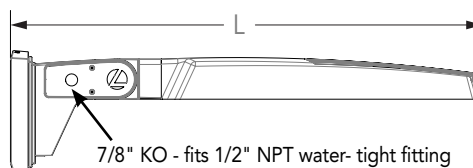
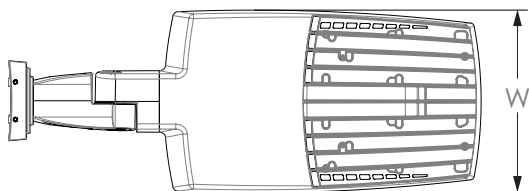
NOTE:
 RPA - Round Pole mount can also be used to mount on square poles by omitting the round pole adapter plate shown here.

Notes

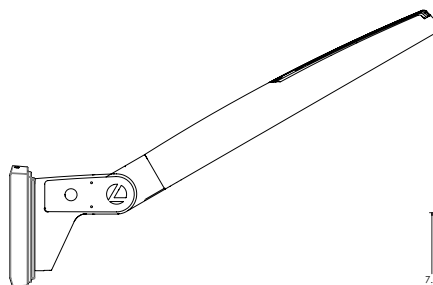
AASP: Requires 3.0" min. square pole for 1 at 90°. Requires 3.5" min. square pole for mounting 2, 3, 4 at 90°.

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

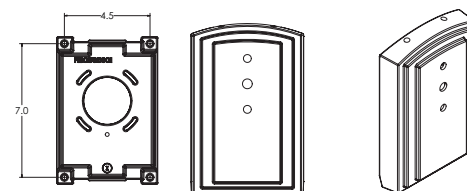
RSX2 with Adjustable Tilt Arm with Wall Bracket (AAWB)



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

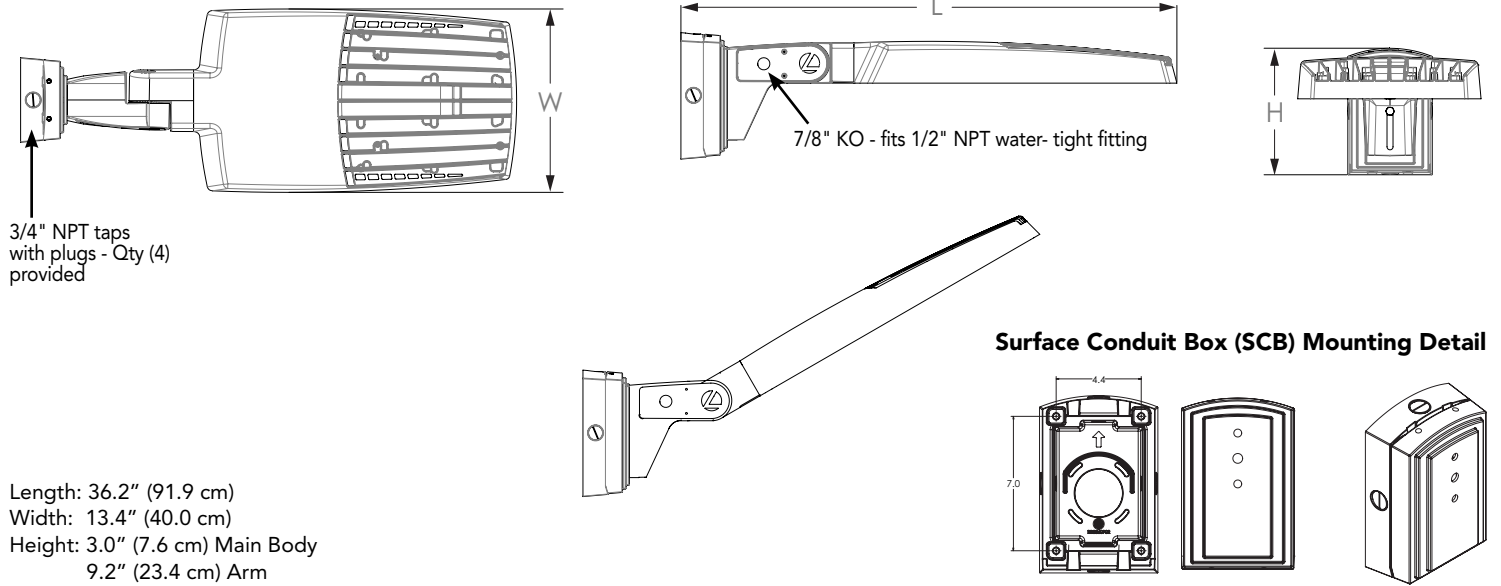


Wall Bracket (WBA) Mounting Detail

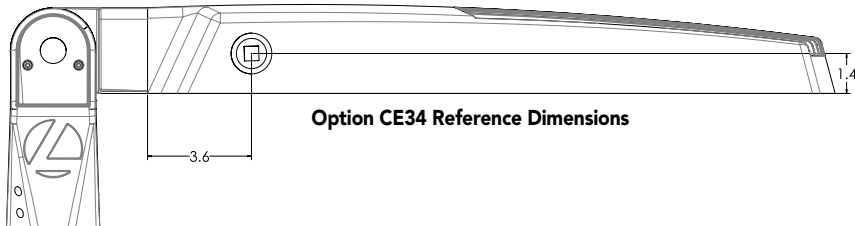


Dimensions

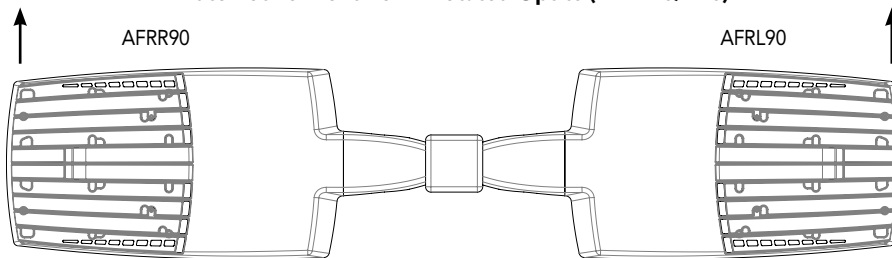
RSX2 with Adjustable Tilt Arm with Wall Bracket and Surface Conduit Box (AAWSC)



Additional Reference Drawings

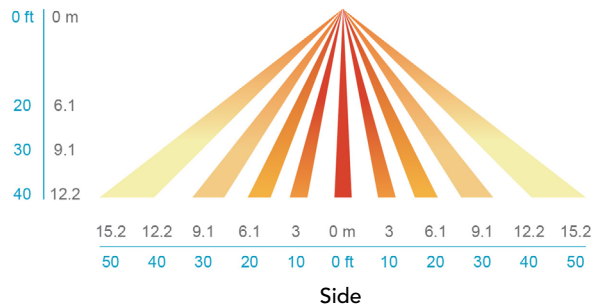
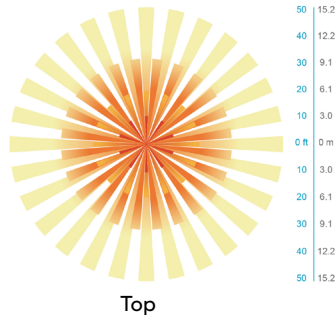
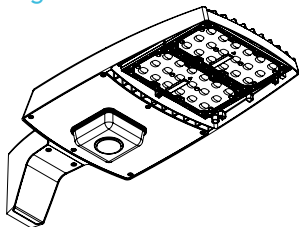


Automotive Front Row - Rotated Optics (AFRL90/R90)



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

NLTAIR2 PIRHN nLight Sensor Coverage Pattern nLight PIRHN



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

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

FEATURES & SPECIFICATIONS

INTENDED USE

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

CONSTRUCTION AND DESIGN

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

FINISH

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

OPTICS

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

ELECTRICAL

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

STANDARD CONTROLS

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

nLIGHT AIR CONTROLS

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

INSTALLATION

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

LISTINGS

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

International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature only. US Patent No. D882, 146S

BUY AMERICAN

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

WARRANTY

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

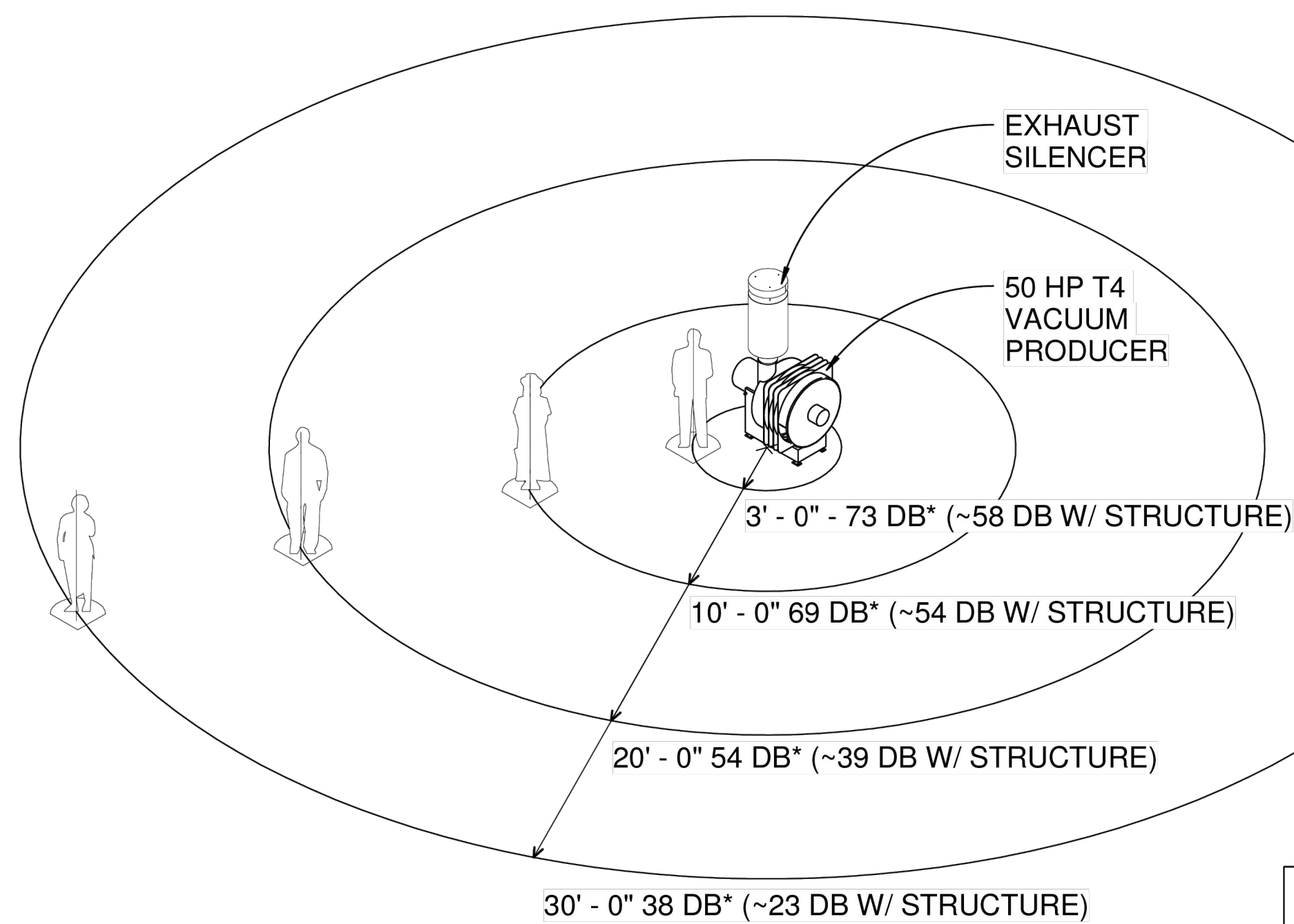
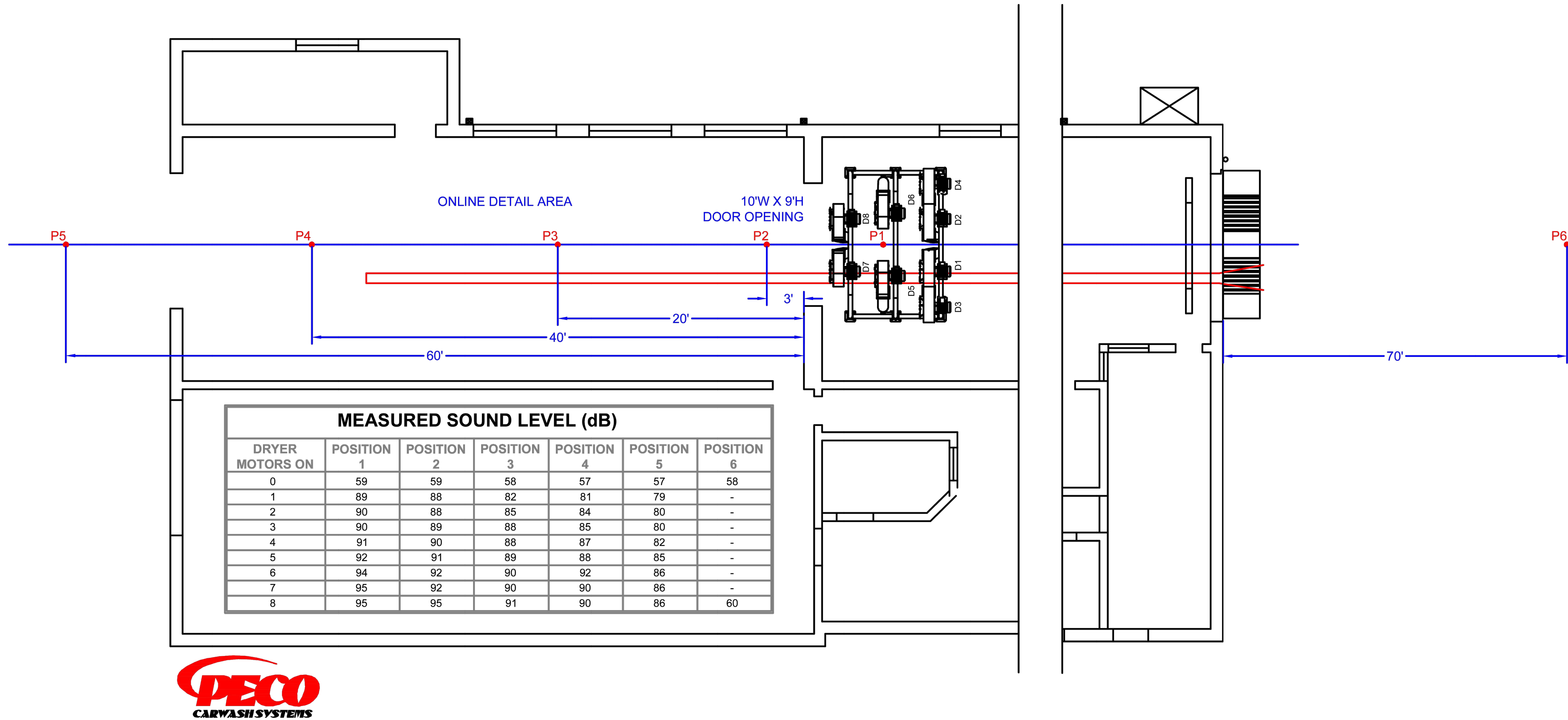
Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

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TURBINE SOUND INTENSITY - 50 HP

TYPICAL VEHICULAR TRAFFIC MEASURES 60-75 DB ON MOST CITY STREETS

VACUTECH

VPM60100
REV.: 0
BY: AS
3/21/2018 6:14:47 PM

DESCRIPTION

NO.

DATE

BY

607 SHELBY ST
DETROIT MI 48226
TEL: 313.961.9500
FAX: 313.961.9508

PROJECT DATE: 08/07/2023
PROJECT NO: M390002
DRAWN BY: SDS
CHECKED BY: ESP

PRELIMINARY
NOT FOR CONSTRUCTION

TECHNICAL SKILL.
CREATIVE SPIRIT.

Mannik Smith GROUP
www.MannikSmithGroup.com

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SITE IMPROVEMENT PLAN

CLEAN EXPRESS CAR WASH
MILL STREET AND FORT STREET
LINCOLN PARK, MI 48146

MACHINE SOUND
DETAILS

C004

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

August 1, 2023

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2023-07-02-11 – #34835 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 use at this time. The subject parcel is assigned the address of **#34835 Plymouth Road**. The legal description provided appears to be correct and should be used in conjunction with this petition should the waiver use be approved.

The existing parcel is currently served by public water main, sanitary sewer, but there is no information on proposed alterations to the services, so we cannot comment on impacts to the existing systems at this time. Should the service leads need to be revised, the owner will need to submit drawings to this department to determine if permits will be required. Most likely the water service will need to be upgraded for the proposed use of the property, which may require work within the Plymouth Road right-of-way to access the existing main.

The existing site has an existing storm system, but does not have detention as required with any new development. If the waiver use is approved, detailed site plans should be submitted to this Department to determine what improvements to the existing system will be required.

It should be noted that any work within the Plymouth Road right-of-way, will require the owner to obtain permits with the Michigan Department of Transportation.

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 10, 2023
TO: Scott O. Miller, Planner IV
FROM: Livonia Fire Prevention Division
SUBJECT: Petition # 2023-07-02-11 34835 Plymouth Rd. Car wash

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.

1. Access for emergency vehicles 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.

A further detailed plan review will take place when this division receives an official plan set.

Sincerely,

Brian R. Kukla

Brian R. 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 2023-07-02-11 - 34835 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,

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 29, 2023

To: Scott O. Miller

From: Jerome Hanna

RE: Petition 2023-07-02-11 - 34835 Plymouth Road

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

1. A variance from the Zoning Board of Appeals would be required for the excess signage.
2. Parking spaces shall be 10' wide and 20' deep and double striped.
3. The dumpster enclosure must be constructed of the same or compatible material and colors as the principal building in terms of texture and quality. The walls of the enclosure shall be a minimum of 6' in height or 1' above the dumpster, whichever is greater. The *enclosure* gates shall be of solid panel steel construction or durable, long-lasting solid panel fiberglass and, when not in use, closed at all times.
4. The van-accessible barrier-free parking space shall be sized, signed, and marked in accordance with the Michigan Barrier-Free 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

August 11, 2023

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

Petition 2023-07-02-11 - 34835 Plymouth Road

Dear Mr. Miller,

I have reviewed the address connected with the above noted petition. The following amounts are due to the City of Livonia:

Unpaid water and sewer charges:	\$ 2,238.61
---------------------------------	-------------

Total Due City of Livonia	\$ 2,238.61
---------------------------	-------------

Please contact me if you have any further questions.

Very truly yours,

Connie Kumpula
Chief Accountant

CK: jw

Transaction Statement

Service Address

34835 PLYMOUTH
LIVONIA, MI 48150

Mailing Address

EYM REALTY OF MI
4925 N O'CONNOR STE 200
IRVING, TX 75062

Account Number

014206350-001

Amount Due

\$2,238.61

Account Number

014206350-001

From - Through

07/01/2022 - 08/11/2023

Services

Water & Sewer - Metered

Service Address

34835 PLYMOUTH
LIVONIA, MI 48150

Beginning Balance

\$0.00

Date	Type	Amount	Description
07/15/2022	Bill	\$955.28	Due Date 08/10/2022
08/15/2022	Penalty	\$95.53	
09/30/2022	Payment	(\$955.28)	Check
10/15/2022	Bill	\$756.10	Due Date 11/10/2022
10/25/2022	Payment	(\$955.28)	Check
01/17/2023	Bill	\$808.06	Due Date 02/10/2023
02/14/2023	Penalty	\$70.44	
04/15/2023	Bill	\$851.36	Due Date 05/10/2023
05/12/2023	Penalty	\$162.62	
07/14/2023	Bill	\$449.78	Due Date 08/10/2023

Total Due

\$2,238.61

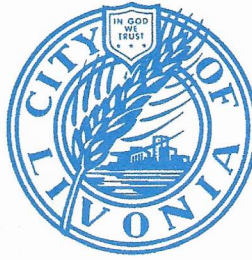
Transaction Statement

Account Number

014206350-001

OFFICE OF THE TREASURER

LYNDA L. SCHEEL
CITY TREASURER



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

August 11, 2023

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

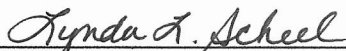
Re: Petition 2023-07-02-11

34835 Plymouth Road
Express Car Wash (Burger King)

Dear Mr. Miller,

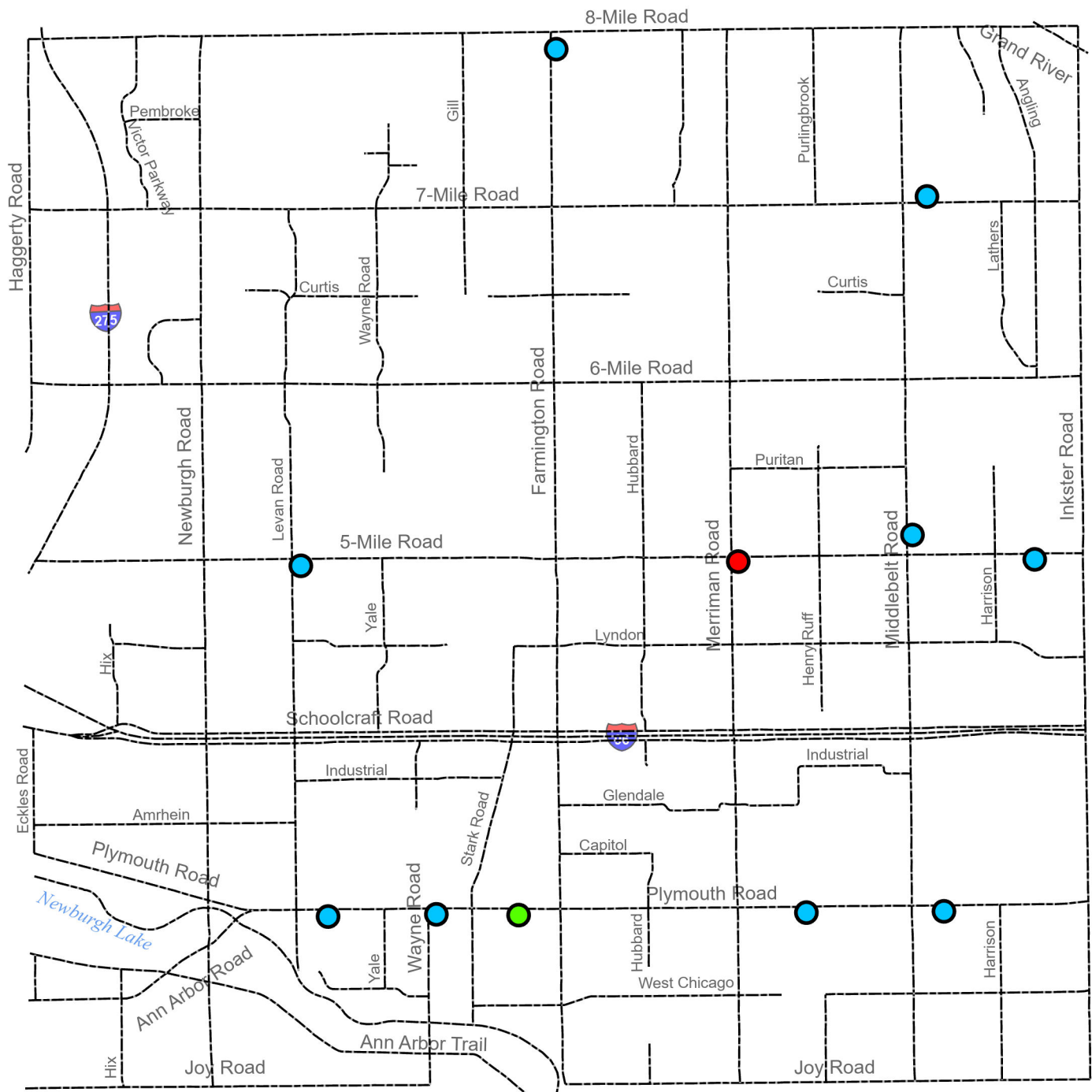
In accordance with your request, the Treasurer's Office has reviewed the name and addresses connected with the above noted petition. At this time there are taxes due, and although they are not delinquent at this time, ALL taxes for this location that are on the 2023 tax roll will need to be paid before the demolition of the building.

Sincerely,



Lynda L. Scheel
Treasurer, City of Livonia

OTHER ITEMS RELATED TO THE PETITION



Legend

- Automated
- Gas Station Wash
- Self wash

08/11/2023

Car Washes



Not to Scale



City of Livonia
Planning Department



MARKET STUDY:

Carwashes in Livonia, Michigan (Corner of Plymouth & Wayne Road)

Executive Summary: This market study aims to provide a comprehensive analysis of the carwash market at the corner of Plymouth and Wayne Road in Livonia, Michigan. The study assesses the current market landscape, consumer preferences, competitive analysis, and growth opportunities for potential carwash businesses in this location. This model relies on wash volume data from our 72 operating locations over the last 15 years to determine a candidate sites viability.

INTRODUCTION

Livonia, Michigan, is a suburban community with a significant population and a growing number of vehicles. The corner of Plymouth and Wayne Road is a strategic location due to its high traffic volume and accessibility. This study examines the feasibility and potential success of carwash businesses at this location.

MARKET LANDSCAPE

- Livonia has a population of approximately 93,997 residents, with a significant number of vehicle owners.
- The average household income in Livonia is \$115,314, indicating a potentially affluent customer base with disposable income for car services.
- Livonia experiences typical Midwestern weather patterns, including winter conditions, which can lead to increased demand for car washing services.
- Superior traffic counts of 48,200 cars on Plymouth Road and 43,200 on Warren Road



CONSUMER PREFERENCES

- **Convenience:** Consumers prefer carwash facilities that are easily accessible and do not require significant detours from their daily routes.
- **Speed and Efficiency:** Quick carwash services are attractive to busy individuals, especially during peak hours.
- **Quality:** Customers expect a thorough and effective cleaning that leaves their vehicles spotless.
- **Sustainability:** Environmentally friendly carwash practices could appeal to eco-conscious consumers.

GROWTH OPPORTUNITIES

- **Differentiated Services:** Consider offering additional services such as interior cleaning, detailing, and waxing to cater to a wider range of customer needs.
- **Subscription Models:** Introduce subscription-based plans for frequent customers, ensuring a steady stream of revenue.
- **Mobile App Integration:** Develop an app that allows customers to schedule appointments, select services, and receive notifications about promotions.
- **Community Engagement:** Partner with local businesses and events to increase visibility and customer engagement.
- **Sustainability Focus:** Implement eco-friendly practices and promote them as a unique selling point.

COMPETITIVE ANALYSIS

- Identify existing carwash businesses in the vicinity of Plymouth and Wayne Road and assess their strengths and weaknesses.
- Analyze their pricing, services offered, customer reviews, and customer loyalty programs.
- Investigate their marketing strategies and online presence to identify areas of improvement.
- 2 Mile Conveyor Competition – .62 Miles, Zax Auto Wash, 1.6 Miles, Super TLC Car Wash (Joy & Newburgh), 1.75 Miles, Marco's Car Wash. All other conveyor washes that are proposed or built are outside of the two-mile radius.
- 2 Mile Non-Conveyor Competition – Power Bright Car Wash

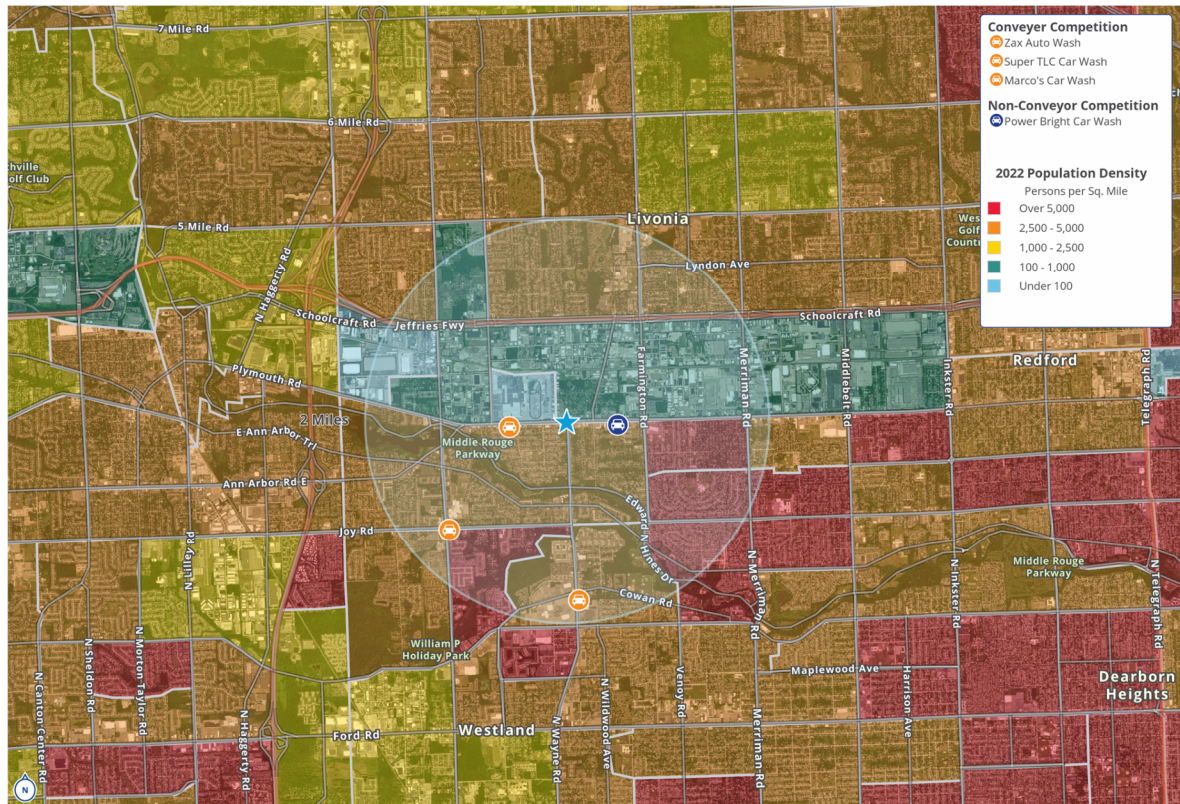
CONCLUSION

The corner of Plymouth and Wayne Road in Livonia, Michigan, presents a promising opportunity for a carwash business due to its high traffic volume and strategic location. By aligning with consumer

preferences, offering differentiated services, and implementing effective marketing strategies, a carwash business in this location has the potential for success and growth.

Please note that the accuracy and completeness of this market study depend on the availability of current and accurate data specific to the Livonia area, as well as any changes in market conditions after August 2023.

CONVEYOR COMPETITION





LETTER TO THE LIVONIA CITY COUNCIL

9.

Planning
September 12, 2023

MEETING DATE

R100223

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

WAIVER PETITION: Planning Commission, re: Appeal of the denial of the Petition 2022-06-02-14 submitted by Stark Road Holdings L.L.C. requesting to utilize a Class C liquor license (sale of beer, wine and spirits for consumption on the premises) in connection with the operation of a multi-purpose recreational facility (Livonia Athletic District) at 14255 Stark Road, located on the west side of Stark Road between Schoolcraft Road and Lyndon Avenue in the Southeast ¼ of Section 21. Denied by the City Planning Commission on July 19, 2022, and appealed at the Public Hearing held on September 12, 2022.

BACKGROUND DETAILS

WAIVER PETITION: Planning Commission, re: Appeal of the denial of the Planning Commission for Petition 2022-06-02-14 submitted by Stark Road Holdings L.L.C. requesting to utilize a Class C liquor license (sale of beer, wine and spirits for consumption on the premises) in connection with the operation of a multi-purpose recreational facility (Livonia Athletic District) at 14255 Stark Road, located on the west side of Stark Road between Schoolcraft Road and Lyndon Avenue in the Southeast ¼ of Section 21.

Public Hearing held on September 12, 2022

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

August 1, 2022

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2022-06-02-14 – Livonia Athletic District

Dear Council Members:

At the 1,189th Public Hearings and Regular Meeting held by the City Planning Commission on July 19, 2022, the following resolution was unanimously adopted:

#07-41-2022 RESOLVED, That pursuant to a Public Hearing having been held by the City Planning Commission on July 19, 2022, on Petition 2022-06-02-14 submitted by Stark Road Holdings L.L.C. requesting Special Waiver Use approval for a Planned Development under Sections 3.04 and 5.02 of the Livonia Vision 21 Zoning Ordinance, as amended, to utilize a Class C liquor

license (sale of beer, wine and spirits for consumption on the premises) in connection with the operation of a multi-purpose recreational facility (Livonia Athletic District) at 14255 Stark Road, located on the west side of Stark Road between Schoolcraft Road and Lyndon Avenue in the Southeast ¼ of Section 21, the Planning Commission does hereby recommend to the City Council that Petition 2022-06-02-14 be denied for the following reasons:

1. That the petitioner has failed to affirmatively show that the proposed utilization of a Class C liquor license at this location would comply with all the general waiver use standards and requirements as set forth in Sections 3.04 and 5.02 of the Livonia Vision 21 Zoning Ordinance, as amended.
2. That the petitioner has not sufficiently demonstrated that the proposed utilization of a Class C liquor license at this location would be compatible to and in harmony with surrounding residential neighborhoods in the area.
3. That it has not been demonstrated that the utilization of a Class C liquor license at this location is needed for this facility to flourish.
4. That the petitioner has failed to adequately demonstrate that the facility has the capacity to accommodate the proposed Class C liquor license, and
5. That the utilization of a Class C liquor license at this location is contrary to the goals and objectives of the Zoning Ordinance which, among other things, are intended to ensure suitability and appropriateness of uses.

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.

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

R092622

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

1. R101623 - Tax Receipt - Livonia Athletic District (LAD)
2. R101623 - Req to return - Livonia Athletic District (LAD)
3. R092622 Petition 2022-06-02-14 ON HOLD
4. R092622 NEW DATA - Item 12
5. PH091222 - DIRECTION - APPEAL OF DENIAL (COW)
6. PH091222 Petition 2022-06-02-14 (Stark Road Holdings) Minutes
7. PH091222 - Stark Road Holdings LLC - 14255 Stark Road
8. LTC PH091222 Petition 2022-06-02-14
9. 2022-06-02-14_E-COUNCIL Pkt

APPROVED BY

ERIC R. SABREE
WAYNE COUNTY TREASURER
400 Monroe - 5th Floor
Detroit MI 48226-2942



Stark Road Holdings Llc
14255 Stark Rd
Livonia, MI 48154

Web: treasurer.waynecounty.com
Email: taxinfo@waynecounty.com
Social Media: WCTOEricSabree.com

Tax Receipt

Receipt Number: 010-2023-172549  Date: 07/11/23
Bundle: 18081944  Interest Effective Date: 07/11/23

Receipt Details:

Municipality - Parcel ID	Tax Year	Paid Tax	Paid Int & Fees	Paid Total	Due Tax	Due Int & Fees	Due Total
46 - 46084990003000 - 14255 STARK	2021	\$38,809.38	\$11,666.72	\$50,476.10	\$0.00	\$0.00	\$0.00
	2022	\$90,499.07	\$8,144.91	\$98,643.98	\$0.00	\$0.00	\$0.00
	Total:			\$149,120.08		Through 07/31/23	\$0.00
	Receipt Total:			\$149,120.08			

Tender Information:

Trans# 20230711-10-3805-01
Total Amount: \$149,120.08
Check (2174): \$149,120.08

Summary Information:

Date Created: 07/11/23 01:02:23 PM	Issued By: 3805
Date Printed: 07/11/23 01:02:41 PM	Type: Counter

Dear Fellow Taxpayer:

Thank you for your payment of property taxes. This payment supports Wayne County, your local community, and other government agencies in providing essential government services. Your payment is greatly appreciated.

Sincerely,

ERIC R. SABREE
Wayne County Treasurer

From: [Todd McIntyre](#)
To: [Kasprowicz, Sara](#)
Subject: Fwd: City of Livonia Treasurer, MI :: Order Receipt
Date: Friday, September 29, 2023 1:56:59 PM

Begin forwarded message:

From: No Reply - City of Livonia Treasurer MI <noreply+city-of-livonia-treasurer-mi@paydici.com>
Date: September 29, 2023 at 1:56:07 PM EDT
To: Todd McIntyre <todd@livoniaathleticdistrict.com>
Subject: City of Livonia Treasurer, MI :: Order Receipt



Hello Todd

Order Confirmation #143312059

Your payment of \$261.05 to City of Livonia Treasurer, MI has been processed on September 29, 2023.

Reference #	Installment	Amount
999 00 2023 003	Amount Due	\$253.94
Processing Fees:		\$7.11
Total:		\$261.05

Payment Method: **** * 7432 (Mastercard)

If you have questions regarding your account, please contact City of Livonia Treasurer, MI.

Click here to register your account:

REGISTER

Thank you,
City of Livonia Treasurer, MI
734-466-2200
support@pointandpay.com

[Need login help?](#)

From: [Taormina, Mark](#)
To: [Jolly, Jim](#); [Todd E. McIntyre, MLD](#)
Cc: [Kasprowicz, Sara](#); [Bernier, Paul A.](#)
Subject: RE: Livonia Athletic District (LAD)
Date: Friday, September 29, 2023 12:18:23 PM

Hello Todd,

Just over a year ago, on September 26, 2022, L.A.D. requested that this matter be removed from the City Council's regular meeting agenda. The item, however, was not officially withdrawn and is still pending before the City Council. In light of the circumstances at that time, related mainly to the delinquent taxes, the Council was prepared to refer the request for a Class C liquor license to the Committee of the Whole.

Now that the taxes have been paid, the Planning Department believes your request can be placed back on an upcoming City Council Regular Meeting agenda for consideration. The Council President approves the agendas. Thus, the Council Office can place this item back on the agenda with his authorization. Please contact Sara Kasprowicz in the Council Office for confirmation.

Mark Taormina

Mark Taormina

Planning and Economic Development Director
City of Livonia | Planning Department
(734) 466-2292
mtaormina@livonia.gov

From: Jolly, Jim <jjolly@livonia.gov>
Sent: Friday, September 29, 2023 12:00 PM
To: Todd E. McIntyre, MLD <todd@livoniaathleticdistrict.com>
Cc: Taormina, Mark <mtaormina@livonia.gov>
Subject: Re: Livonia Athletic District (LAD)

Good Morning,

I have forwarded your inquiry to Mark Taormina copied on this email, for his direction.

Jim

Jim Jolly

Council President
City of Livonia | City Council
(734) 466-2257
jjolly@livonia.gov

From: Todd E. McIntyre, MLD <todd@livoniaathleticdistrict.com>
Sent: Friday, September 29, 2023 11:49:19 AM
To: Jolly, Jim <jjolly@livonia.gov>
Cc: Jonathan Hartzell <jon@detroitrisingdevelopment.com>
Subject: Livonia Athletic District (LAD)

Mr. Jolly,

My name is Todd E. McIntyre, MLD, and I am the General Manager with the Livonia Athletic District (LAD).

About seven months ago, myself, and Jon Hartzell (co-owner) sat before the City Council team in regards to getting approval for a Liquor License at 14255 Stark Rd, Livonia, MI 48154.

Since that meeting, we paid the delinquent property taxes in full, and are completely up to date with our current property taxes. We have solidified funding for the Liquor License, and are wanting to get approval for next steps.

Can you guide us in the right direction and next steps?

Thank you, and enjoy your weekend!

--



Todd E. McIntyre, MLD
General Manager | Livonia Athletic District
Defensive Coordinator | Salem High School

[\(313\)269-0697](tel:(313)269-0697)

[14255 Stark Rd, Livonia, MI 48154](https://www.livoniaathleticdistrict.com)

<https://www.livoniaathleticdistrict.com>

Regular Meeting Minutes of September 26, 2022

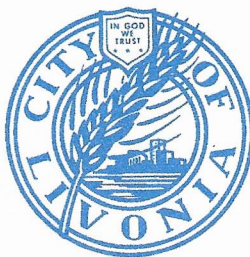
A communication received from the City Treasurer, dated September 23, 2022, re: delinquent real property taxes due for property located at 14255 Stark Road, was received and placed on file for the information of the Council. (Petition 2022-06-02-14)

President Jolly indicated at the request of the Petitioner, Agenda Item #12 was removed from the Agenda.

<i>UNFINISHED BUSINESS AGENDA ITEM 12 (Regular Meeting of September 26, 2022)</i>

Present:	Toy, Bahr, Donovic, Morgan, McCullough, Jolly
Absent:	McIntyre

LYNDA L. SCHEEL
CITY TREASURER



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

September 23, 2022

Honorable Members of the City Council
City of Livonia

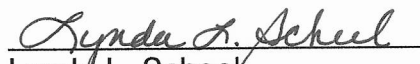
Re: Regular Meeting September 26, 2022 - Item #12
Delinquent Real Property Taxes Due
14255 Stark Road

The Treasurer's Office has checked the upcoming Meeting Agendas for Petitioners and/or Property Owners noted with the above. At this time there are delinquent Real Property Taxes due for the 2022 Summer Taxes, which were due on or before September 14. Amounts shown below are good through September 30. There are also taxes due to Wayne County, as listed below.

084-99-0003-000	\$46,531.40	14255 Stark Road	2022 Summer Tax
	\$49,875.89		2021 Winter Tax to Wayne

Please take this under consideration when reviewing their request.

Sincerely,


Lynda L. Scheel
Treasurer, City of Livonia

MESSAGE TO TAXPAYER VISIT WWW.LIVONIATAX.ORG FOR TAX AND PAYMENT INFORMATION. THIS INFORMATION MAY BE PRINTED DIRECTLY FROM THE WEBSITE. WE RESERVE THE RIGHT TO CHARGE FOR DUPLICATES. WHEN PAYING BY CHECK, INCLUDE YOUR PHONE NUMBER AND PARCEL NUMBER. PLEASE USE ONLY THE 33000 CIVIC CENTER DRIVE, LIVONIA, MI 48154-3060 ADDRESS FOR MAILING CHECK PAYMENTS FOR TAXES.	PAYMENT INFORMATION This tax is due by: 09/14/2022 Pay by mail to: CITY OF LIVONIA TREASURER'S OFFICE 33000 CIVIC CENTER DRIVE LIVONIA, MI 48154-3060 Do not combine tax payments with other payments due to the City of Livonia. Payment for taxes must be on a separate check. **Important information on reverse side**																																																			
PROPERTY INFORMATION Property Assessed To: STARK ROAD HOLDINGS LLC 14255 STARK LIVONIA, MI 48154 Prop #: 084 99 0003 000 School: LIVONIA PUBLIC Prop Addr: 14255 STARK Legal Description: 21U2B1 V2A THAT PART OF THE SE 1/4 OF SEC 21 T1S R9E DES AS BEG AT A POINT DISTANT N 0D 49M 15SEC W ALONG THE N AND S 1/4 LINE 1308.82 FT AND S 89D 04M 15SEC E 86 FT FROM THE S 1/4 COR OF SEC 21 AND PROCEEDING TH N 0D 08M 54SEC W 350 FT. TH S 89D 04M 15SEC E 1233.02 FT. TH S 0D 08M 54SEC E 350 FT. TH N 89D 04M 15SEC W 1233.02 FT TO THE POB EXC THE E 43 FT THEREOF 9.56 ACRES *BALANCE OF DESCRIPTION ON FILE*	TAX DETAIL <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Taxable Value:</td> <td style="width:20%;">1,479,200</td> <td style="width:20%;">COMMERCIAL-I</td> </tr> <tr> <td>State Equalized Value:</td> <td>1,479,200</td> <td>Class: 201</td> </tr> <tr> <td>PRE/MBT %:</td> <td>0.0000</td> <td></td> </tr> </table> Sent to: PROPERTY OWNER <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">DESCRIPTION</th> <th style="text-align: left;">MILLAGE</th> <th style="text-align: left;">AMOUNT</th> </tr> </thead> <tbody> <tr><td>SCHOOLCRAFT CC</td><td>2.27000</td><td>3,357.78</td></tr> <tr><td>WAYNE CNTY OPER</td><td>5.60990</td><td>8,298.16</td></tr> <tr><td>SCHOOL DEBT</td><td>2.05000</td><td>3,032.36</td></tr> <tr><td>CNTY ISD SPEC ED</td><td>3.34430</td><td>4,946.88</td></tr> <tr><td>STATE EDUCATION</td><td>6.00000</td><td>8,875.20</td></tr> <tr><td>SCH SINKING FUND</td><td>0.78830</td><td>1,166.05</td></tr> <tr><td>SCHOOL OPERATING</td><td>9.00000</td><td>13,312.80</td></tr> <tr><td>CNTY ISD OPER</td><td>0.09560</td><td>141.41</td></tr> <tr><td>WCRESA ENHANCE</td><td>1.98760</td><td>2,940.05</td></tr> </tbody> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Total Tax</td> <td style="width:20%;">31.14570</td> <td style="width:20%;">46,070.69</td> </tr> <tr> <td>Administration Fee</td> <td></td> <td>0.00</td> </tr> <tr> <td>Interest:</td> <td></td> <td>460.71</td> </tr> <tr> <td>TOTAL AMOUNT DUE</td> <td></td> <td>46,531.40</td> </tr> </table>	Taxable Value:	1,479,200	COMMERCIAL-I	State Equalized Value:	1,479,200	Class: 201	PRE/MBT %:	0.0000		DESCRIPTION	MILLAGE	AMOUNT	SCHOOLCRAFT CC	2.27000	3,357.78	WAYNE CNTY OPER	5.60990	8,298.16	SCHOOL DEBT	2.05000	3,032.36	CNTY ISD SPEC ED	3.34430	4,946.88	STATE EDUCATION	6.00000	8,875.20	SCH SINKING FUND	0.78830	1,166.05	SCHOOL OPERATING	9.00000	13,312.80	CNTY ISD OPER	0.09560	141.41	WCRESA ENHANCE	1.98760	2,940.05	Total Tax	31.14570	46,070.69	Administration Fee		0.00	Interest:		460.71	TOTAL AMOUNT DUE		46,531.40
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OPERATING FISCAL YEARS The taxes on bill will be used for governmental operations for the following fiscal year(s): County: OCTOBER 01 - SEPTEMBER 30 Twn/Cty: DECEMBER 01 - NOVEMBER 30 School: JULY 01 - JUNE 30 State: OCTOBER 01 - SEPTEMBER 30 Does NOT affect when the tax is due or its amount	RETAIN THIS PORTION FOR YOUR RECORDS. On March 1st unpaid taxes from 2021 were transferred to Wayne County for collection. As of 06/03/22 they were not fully paid. Contact the County Treasurer at: 313-224-5990 or taxinfo@waynecounty.com																																																			

The below original stub required for payment processing. Please detach along perforation. Keep the top portion for your records.

Sent to: **PROPERTY OWNER**

Pay this tax to:

CITY OF LIVONIA
TREASURER'S OFFICE
33000 CIVIC CENTER DRIVE
LIVONIA, MI 48154-3060

TAXPAYER NOTE: Are your name & mailing address correct? If not, please contact the Assessor's Office. Thank You.
Property Addr: 14255 STARK

PLEASE RETURN THIS PORTION WITH PAYMENT OR ENTIRE BILL WITH SASE FOR A "STAMPED PAID" RECEIPT
This tax is due by: 09/14/2022 After 09/14/2022 additional interest and fees apply
2022 Summer Tax for Prop #: 084 99 0003 000

(Partial payments are accepted)

Make Check Payable To: **CITY OF LIVONIA**

TOTAL AMOUNT DUE: **46,531.40**

To: STARK ROAD HOLDINGS LLC
1515 W LAFAYETTE BLVD STE 201
DETROIT MI 48216

Amount Remitted: _____

Check# _____

Cash _____





Treasurer

[Home](#) > [Treasurer](#) > [Make A Payment](#)

Font Size: + - S

Pay Taxes Online

Property & Tax Information

[? Definitions](#)

Municipality

46

Parcel ID

46084990003000

Property Type

REAL

Property Address

 14255 STARK, LIVONIA MI
48154

Taxpayer(s)

STARK ROAD HOLDINGS LLC

Tax Year

2021

Tax

\$44,933.23

Interest & Fees

\$4,942.66

Amount Due

\$49,875.89

Status

? DELINQUENT

TAX AMOUNT DUE if paid on or before 09/30/2022 : \$49,875.89

ADDITIONAL TAXES OR ADJUSTMENTS MAY BE DUE FOR THE CURRENT YEAR.

PROPERTY TAX INFORMATION IS VALID AS OF BUSINESS DAY 09/22/2022.

Per our records there are **no other** outstanding delinquent taxes for this parcel. certified funds required for forfeiture years.

46

46084990003000

Property Address

14255 STARK, LIVONIA, MI 48154

Taxpayer(s)

STARK ROAD HOLDINGS LLC

Note:

You may use this screen to receive receipt(s) via email for payments made within the last three months. If nothing was paid within that time period the screen defaults to the last payment made.

- Enter a valid email address.
- Select the desired receipt(s) by checking the box(es).

You will receive an email with an attached receipt(s) within two business days.

Please be aware that your email provider might have a limit of the attachment size.

We suggest not to select more than three receipts at one time.

Email: lscheel@livonia.gov**Receipts:**

AMOUNT	DATE	SELECT
\$4,938.20	09/16/2022	☒

Clear

Submit

Tax receipt will be emailed to you in the next 48 hrs.

**PUBLIC HEARING
DIRECTION**

MONDAY, SEPTEMBER 12, 2022

PETITION 2022-05-01-01 submitted by Nofar Hotel Group, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, as amended, requesting to rezone the property at 13501 Schoolcraft Road, located on the south side of Schoolcraft Road between Merriman Road and Hubbard Avenue in the Northeast ¼ of Section 27, from C-3 (Highway Services) to C-4 (High Rise Commercial).

DIRECTION: 1) APPROVING

APPEAL OF THE DENIAL OF THE PLANNING COMMISSION regarding Petition 2022-06-02-14 submitted by Stark Road Holdings, LLC, requesting Special Waiver Use approval for a Planned Development under Sections 3.04 and 5.02 of the Livonia Vision 21 Zoning Ordinance, as amended, to utilize a Class C liquor license (sale of beer, wine and spirits for consumption on the premises) in connection with the operation of a multi-purpose recreational facility (Livonia Athletic District) at 14255 Stark Road, located on the west side of Stark Road between Schoolcraft Road and Lyndon Avenue in the Southeast ¼ of Section 21.

DIRECTION: 1) COMMITTEE OF THE WHOLE

**THESE ITEMS ARE TO BE PLACED ON THE AGENDA FOR THE
REGULAR MEETING OF SEPTEMBER 26, 2022**

**CITY OF LIVONIA
PUBLIC HEARING**

Minutes of Meeting Held on Monday, September 12, 2022

A Public Hearing of the Council of the City of Livonia was held at the Livonia City Hall Auditorium on **September 12, 2022**.

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

MEMBERS ABSENT: Brandon McCullough

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

The Public Hearing was called to order at 7:13 p.m. with President Jim Jolly presiding. This item is regarding an appeal of the denial of the Planning Commission for Petition 2022-06-02-14 submitted by Stark Road Holdings L.L.C. requesting Special Waiver Use approval for a Planned Development under Sections 3.04 and 5.02 of the Livonia Vision 21 Zoning Ordinance, as amended, to utilize a Class C liquor license (sale of beer, wine and spirits for consumption on the premises) in connection with the operation of a multi-purpose recreational facility (Livonia Athletic District) at 14255 Stark Road, located on the west side of Stark Road between Schoolcraft Road and Lyndon Avenue in the Southeast ¼ of Section 21. This item will move to the Regular Meeting of **September 26, 2022**.

The Public Hearing is now open. There were 2 persons in the audience.

Jolly: Mr. Taormina, can you give us some initial details?

Taormina: Thank you again it's a request for a waiver use approval to operate in a Class C liquor license. This is the site of the former YMCA which is now the Livonia Athletic District, a privately owned, multipurpose health and fitness athletic facility. The zoning of the property is N-2, Neighborhood District and utilization of the class C license is possible under Section 2.502, which provides special labor use standards for plan developments that allow modifications of the ordinance for uses that are not permitted in the N-2 District. So, as a special waiver use, this will require a two thirds majority vote of City Council, in order to approve the non-residential use within the N-2 District. The subject property is about 9.6 acres in size. It has 350 feet of frontage on the west side of Stark Road. The buildings are predominantly located in the southeast half of the property. The westerly portion of the site is wooded and undeveloped.

Surrounding land uses include Frost Middle School to the south, John Stymelski Veteran's Park to the north, Ford Field and single-family homes to the east, and then Parkville Memorial Cemetery, as well as some more single-family homes to the west. LAD would restrict the sale and consumption of alcoholic beverages to specific areas of the building. I won't go into detail and allow the petitioner to describe how that operation would occur, but in general, these would be the Café LAD which is the front part of the building. They also have the arcade room, as well as the lounge area or the Observation Lounge, which overlooks the former tennis courts, which is now the soccer fields. There are I think two or three points of sale locations within the building that are proposed. A couple of special requirements as they apply to any on premise licenses. One is that it must be at least 1000 feet from another established Class C licensed business, there are no class C licensed businesses within 1000 feet so that that condition is just complied with. The other one is a 400-foot separation requirement from any church or schools. In this case, measured to the closest point between the buildings LED is 447 feet, roughly from Fall frost Middle School and approximately 956 feet from Christ Our Savior Lutheran Church, as well as The Early Childhood Center. So that too, is being complied with. Planning Commission, as you know, this is an Appeal of the Denial, and with that, Mr. Chairman, I'll be happy to answer any questions you have.

Jolly: Thank you, sir. Gentlemen, if whoever is going to be speaking come to the podium, please introduce yourself. If there are initial comments you'd like to make, please provide them now.

Hartzell: Yeah, hi. My name is John Heartsong. I am one of the owners of the Livonia Athletic District. I provided Mark with the presentation, I also emailed to all of you. Made a few adjustments, just adding some comments in the call I've had with people, so if you want, I could go through that real quick. And again, just trying to give an overview of what our goal planning is here. Go the next page please. So again, this is just kind of a recap of our phase one. It's a phased attack on what we're proposing. Phase One was buying the YMCA and we're converting it to our current use, which is, you know, a sports facility that has an indoor turf, batting cages, pickleball courts, office space with third party tenants, and an Olympic sized pool. We have some traditional leases inside Sailfish Swim Cub, Play-On Sports, Health Quest Physical Therapy, Happy Life Hospitality, which is a restaurant group hospitality, which is mine, Madonna University has leased space from us for training. And we sell programs and spaces, batting tunnels, pickleball courts and indoor soccer turf. Programming, so it's a big question of trying to understand our programming, and who's in the building and when. The office crew are really here 8:00 a.m. to 5:00 p.m. Athletic fields and pools really are working adults, come and work out 5:00 a.m. to 8:00 a.m., or some toddler programming from 8:00 a.m. to 10:00 p.m., to youth programs after school to about 7:00 p.m. to 8:00 p.m., and then adult games programs from 7:00 p.m. until 11:00 p.m. And then typical weekends, we had a weekend youth camps, sports tournaments for youth and adults, and special events. And our Phase Two, what we are posing here, is the plan of a special waiver for liquor license for

special interior areas. Specific interiors continue to transform the Livonia Athletic District as a community space for families, friends and teammates to gather together, play, eat and drink. Our alcoholic service specifically within the main lobby Café pickup area. We have two proposed spaces in the basement. There's a sauna, a spa and there's a golf simulator and clubhouse in the former racquetball area. And then we show kind of we're programming in a café, which extends throughout the lobby, Observation Lounge an arcade, the pickleball concession area and then the golf simulator space. Other spaces are either turf in areas that we wouldn't have allowed beverages on, food or beverage, or the private rented space in the basement which is opposed selling on health club area. Part of their potential lease, if they wanted the rights to be able to have the liquor license extend down there for their tenants, or their clients. The programming where we are, is we're family friendly entertainment space or community center. We're not adults only. We're not loud and disruptive and we're not a private member only club. There are a lot of the groups have come through our building. Some like buildings to what we are proposing is Detroit Athletic Club which has sports, dining, entertainment, DCFC Fieldhouse, which is a converted hockey rink into soccer indoor and outdoor, indoor spaces with a restaurant in the locker rooms that host youth and adult sports. Open Yard Athletics in Waterford, which hosts a plethora of sports, camps and activities with liquor license and full food. Ultimate Soccer in Pontiac, which is now, United Wholesale Mortgage, has a sports center and has a bar, an observation deck over there, multiple sports doing youth and adult sports. And then one of the calls, someone was just interested in kind of my work experience. This just shows some that, I've owned and run businesses for the last 25 years, starting in college. Started a painting company, construction company, and then I launched Detroit's Food Hall, which is a shipping company, a food hall, 20 lunch containers, six restaurants, three bars, live music, and its family friendly as well. And then recently launched (unknown) Hospitality Group that manages several liquor establishments. We have other partners that are qualified for this too. We also have extensive history, but they're not here. The direct business relation of operating section and the liquor space and with a lot of different large venue moving parts, it's a Detroit Shipping Company, and again, I mentioned has multiple pieces to it. Also has outdoor sand volleyball, live music, art galleries, separate lines of retail. And this is kind of very similar to what we'll find in Livonia, in the sense that we have multiple points of sale, and we control that through our management company. And then someone else asked about what our Phase Three was, which essentially is the full back yard redevelopment. We're not here today to present that, but just so you understand where we're going with this. We did it in a phase sense because some of the tenant space, they predicate their annual lease on getting the liquor license with your group. But the full plan is in the phase three. We build up the back yard. It's leaving the existing woodlands intact, just clean that up. But there's a lot of abandoned tennis courts back there that were left throughout 10 years by the former tenant owners. We're converting that into outdoor pickleball, beer garden/sports space, turfing one of the areas for kids play, and that would be really a bigger dynamic backyard. They both come back to you for another approval on that.

And a third phase, I just kind of show like the layout of that, which also shows the bottom corner that existing for indoor pickleball courts. And then you can see where the abandoned tennis courts are out there, how we convert different spaces to different uses.

Jolly: Thank you. So, I'm gonna provide my comments right off the bat. I told you on the phone, I think this is, it's an exciting project. It's the most creative use we could have for this building going forward. I've been to the Detroit Shipping Company. I mentioned that on our call. It's an impressive location. It's kind of a cool, for lack of a better way of saying. It's a really hip kind of thing, right? I think if we look around us, in regard to the use of, so first of all, I like what you're doing in general, right. In regard to requesting a liquor license, I think you probably left off the most important like scenario, which is really, The Hawk in Farmington Hills. That's their recreation center and they have a bar set up as well. And you can get drinks and carry them throughout the facility, at least to some extent. It's also like the Soccer Dome on Five mile and Plymouth. That's something very similar as well. In regards to being able to get a drink and use the driving range and use those kind of facilities like that. We talk a lot with residents, in regard to their not being really new, fresh, hip things kind of going on here. In this, in my time on Council, has been the most, right opportunity, we have to kind of do something that's different, right? And I think what you're doing with the building itself is great. I'm mostly excited about what's going on, in regard to Phase Three, and what that might add to the community. So with that being said, I'll hand it off to Mr. Donovic.

Donovic: Thank you, Mr. President. My first question to Mr. Taormina. I know we're not talking about Phase Three, but bear with me for a second. If we were to approve this usage for liquor license, would that be only limited to indoors, then petitioner have to come back before us in the future for any outdoor alcoholic beverage usage, or how network, or is that up to Council's discretion?

Taormina: That's up to Council's discretion. So, I would suggest that you in fact limit the license at this point to just what you've been presented with and that's the indoor activities. It would not preclude them from coming back. That's Phase Three is developed and appears before you for site plan approval for the expansion of liquor licenses. That's what I would recommend.

Donovic: Thank you, Mr. Taormina, thank you to the petitioner. Thanks for being here tonight. Thanks for the hard work. I'd like to echo some of my comments from President Jolly. I think this is very creative. I think it's state of the art. I think it's one of the cooler things we're doing in our community right now. Especially talking about attracting young people. I'm a sports fan myself. I like to play sports. I may not be very good at them, but I still like to go out with friends and hang out and as young adults and even parents that like to enjoy maybe a cold beer while they're playing soccer in their soccer league or where they're at a number of events that you, that this place offers. I think it's very modern looking and I think this isn't a bar atmosphere. I prefer to keep the alcoholic beverages limited to indoors only and then if you so choose after Phase

Three, you want to come back out and ask for alcoholic beverages outside. That's a different subject, but I'm okay indoors because again, typically speaking, with activity, you're out, you're hanging out with a friend, your club, organization, whatever different sporting organizations are out there, and you have a beer, you have a bag of chips, you have some food, whatever you're offering. But my biggest concern is, again, if you can fill in the blanks for me, is this. I don't know what's happening with the property taxes. We just got another email today from our Treasurer. Those are some really big numbers. I understand, and please, if you can fill in those blanks. I understand opening up a new business has a lot of costs, but when you're opening a new business, your property taxes, your obligation to be to the community should be worked into your financing. So, that's what's concerning to me as those numbers I've read, I don't know if they've been paid since. I know that a few months ago, this was a topic with the with the Commission, and the email I got today at 2:14 says these are outstanding. So, I'd like, if you could provide some content there, some context there, and go from there. Thank you, Mr. President.

Hartzell: Thank you. We're working on a payment plan because it's not over a year old and only a couple months old. Wayne County doesn't create payment plans. So, we just started paying 10% each month against it until we get to the winter months here. We were just kind of programming that. There were some cost overruns a bit on the, construction of the building was a little farther behind than we thought, and so, as we got into the summer months where we didn't have programming quite set up yet, there was a shortfall and we're working internally in our group to solve funding on that. We have multiple partners, and it kind of created a little bit of a bottleneck on us. So, we as an operational team had the ability to use our operational budget to start just knocking that off 10% of the time. So, it'll be done before we get to a point where it's the next issue.

Donovic: Mr. President.

Jolly: Yes sir.

Donovic: Thank you. Thank you for your explanation. For me, this is a great project and I'm not trying to hold you back when we're talking about, if I understand correctly, almost \$100,000, \$54,000 due to the county for 2021 Winter tax bill and then 2022 Summer tax bill \$46,000. And I know that's due on 14th, I believe in Livonia. So, I'm going to need more clarification on that. Those are just some really big numbers. I understand overrides and understand change orders. I want to work with you, but to get my vote, you know, those are some really large numbers that I find really concerning, that I need to see, you know, knocked down a lot more before we move forward on my end, as one Councilmember, but thank you to the petitioners, and thanks for what you are doing.

Jolly: Ms. Toy.

Toy: Thank you. Sir, in all due respect, I do agree with my colleague that just spoke. As a former Treasurer of the City, I'm very sensitive to the fact that taxes need to be paid on time, and they need to be collected. I think you're doing a wonderful project, but I think it's got to be paid for as you're doing it. And it just speaks of good community involvement when you pay your taxes. Before you get my vote, this has got to be straightened out, most definitely. I cannot, in good conscience, tell the taxpayers of this community that I'm voting for an establishment, even though it's a beautiful one, you're doing a fabulous job. You've got to get those taxes in line and paid on time. Thank you.

Jolly: Mr. Bahr.

Bahr: Question for Mark. Along the same vein of what Rob and Laura were just saying, when I reviewed the Planning Commission minutes, and they obviously denied this, but it appeared that the primary hang-up for them was this tax issue. Not so much the proposal itself, right? Is that your recollection?

Taormina: It is.

Bahr: Okay, I just that's what I was reading, but I just wanted to fill that in with something, thank you.

Jolly: Anybody else? Does anybody have a motion at this time they would like to offer? Mr. Donovic.

Donovic: Mr. President, I have a point of clarification. Are we able to, at public hearings, offer the committee option?

Jolly: So, you can offer the kitchen sink at this point, it doesn't really matter. There will be no votes tonight because it's a public hearing, it just kind of gives us a direction of things that are likely to be considered. It's not uncommon for there to be an approving, a denying and a committee the whole offered at such a meeting.

Donovic: Mr. President, I'd like to offer Committee and my intention is to give the petitioner ample opportunity to really put a dent in this. And a serious dent, not 10%. Again, this is for me personally, what I like to offer a committee option. Thank you, Mr. President.

Jolly: Thank you very much, anybody else? I see no more comments from the Council. I'll note that there is nobody here from the public, I think there's only people affiliated with the petition. So at this time, we have our direction. This will be on the agenda on September 26, as well, and thank you for coming out and we'll see you then.

Hartzell: Appreciate it, thank you.

As there were no further questions or comments, the Public Hearing was declared closed at 7:30 p.m.

From: [Scheel, Lynda L.](#)
To: [Jolly, Jim](#); [Toy, Laura](#); [McIntyre, Kathleen](#); [Bahr, Scott](#); [McCullough, Brandon](#); [Morgan, Scott](#); [Donovic, Rob](#)
Cc: [Bernier, Paul A.](#); [Taormina, Mark](#); [Kasprowicz, Sara](#); [Dolmetsch, Sharon](#); [Scheel, Lynda L.](#)
Subject: RE: Public Hearing Tonight - Stark Road Holdings LLC - 14255 Stark Road
Date: Monday, September 12, 2022 2:14:51 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Correction to dollar amount highlighted below.

Lynda L. Scheel, CPFA, CPFIM, MiCPT
City Treasurer
City of Livonia | Treasurer's Office
(734) 466-2244
lscheel@livonia.gov

From: Scheel, Lynda L. <lscheel@livonia.gov>
Sent: Monday, September 12, 2022 2:01 PM
To: Jolly, Jim <jjolly@livonia.gov>; Toy, Laura <ltoy@livonia.gov>; McIntyre, Kathleen <kmcintyre@livonia.gov>; Bahr, Scott <sbahr@livonia.gov>; McCullough, Brandon <bmccullough@livonia.gov>; Morgan, Scott <smorgan@livonia.gov>; Donovic, Rob <rdonovic@livonia.gov>
Cc: Scheel, Lynda L. <lscheel@livonia.gov>; Bernier, Paul A. <pbernier@livonia.gov>; Taormina, Mark <mtaormina@livonia.gov>; Kasprowicz, Sara <skasprowicz@livonia.gov>; Dolmetsch, Sharon <SDolmetsch@livonia.gov>
Subject: Public Hearing Tonight - Stark Road Holdings LLC - 14255 Stark Road

Hello everyone,
Please see email trail below for back up information.

1. As of today, Stark Road Holdings LLC still owes Wayne County for the 2021 Livonia Winter tax bill, total now at ~~\$54,320.26~~ **\$54,814.08** (see 1st attachment).
2. As of today, Stark Road Holdings LLC has not paid their 2022 Summer tax bill, \$46,070.69, which is due this Wednesday, September 14. (see 2nd attachment)
3. The treasurer's office did receive a check in the mail for \$4,938.21 (see 3rd attachment) from Stark Road Holdings LLC, the end of last week with no tax bill, no parcel #, but it did have my name on it. I sent an email to Jonathan H. to follow up and placed a call to the LAD Office to inquire what the check was for. Mr. Todd McIntyre did return the call and stated that this was for the 2021 winter tax due. Since that payment would not come to us, as I stated in the email I sent in February and is stated on our tax bill, we sent the check back to his attention per his request.

I hope this helps with any questions you may have.

Thank you,
Lynda

Lynda L. Scheel, CPFA, CPFIM, MiCPT
City Treasurer
City of Livonia | Treasurer's Office
(734) 466-2244
lscheel@livonia.gov

From: Scheel, Lynda L. <lscheel@livonia.gov>
Sent: Thursday, July 7, 2022 11:17 AM
To: Miller, Scott <smiller@livonia.gov>
Cc: Reece, Stephanie <SReece@livonia.gov>; Taormina, Mark <mtaormina@livonia.gov>
Subject: FW: Petition 2022-06-02-14 - 14255 Stark Road

Hi Scott,

I just checked the Wayne County Tax Site, and the delinquent real property taxes are still not paid. Do you know if they plan on paying them prior to Tuesday?

Thank you, Lynda

From: Scheel, Lynda L. <lscheel@livonia.gov>
Sent: Monday, June 20, 2022 3:06 PM
To: Miller, Scott <smiller@livonia.gov>
Cc: Reece, Stephanie <SReece@livonia.gov>; Planning <Planning@Livonia.gov>
Subject: RE: Petition 2022-06-02-14 - 14255 Stark Road

Please see my letters and delinquent tax statement for real property taxes due attached.

Thank you, Lynda

From: Miller, Scott <smiller@livonia.gov>
Sent: Monday, June 20, 2022 12:09 PM
To: Gosselin, Linda <L.Gosselin@livonia.gov>; Siterlet, Kathie <ksiterlet@livonia.gov>; Scheel, Lynda L. <lscheel@livonia.gov>; Kumpula, Connie <ckumpula@livonia.gov>
Cc: Reece, Stephanie <SReece@livonia.gov>
Subject: Petition 2022-06-02-14 - 14255 Stark Road

SUBJECT: Petition 2022-06-02-14 - 14255 Stark Road

Attached are plans submitted by Stark Road Holdings L.L.C. requesting Special Waiver Use approval for a Planned Development under Sections 3.04 and 5.02 of the Livonia Vision 21 Zoning Ordinance, as amended, to utilize a Class C liquor license (sale of beer, wine and spirits for consumption on the premises) in connection with the operation of a multi-purpose recreational facility (Livonia Athletic District) at 14255 Stark Road, located on the west side of Stark Road between Schoolcraft Road and Lyndon Avenue in the Southeast ¼ of Section 21.

If you have any observations or concerns, we would appreciate receiving your comments by **July 12, 2022**. Please transmit an **electronic copy** (PDF format please) to planning@livonia.gov

Scott Miller
Planner IV
City of Livonia | Planning Department
(734) 466-2296
smiller@livonia.gov

From: Scheel, Lynda L. <lscheel@livonia.gov>
Sent: Friday, February 4, 2022 2:15 PM
To: Jonathan Hartzell <jon@detroitrisingdevelopment.com>
Subject: FW: 14255 Stark Rd

Hi Jonathan,

As a follow-up to my below email, I thought I would mention that you could check with our local Livonia Chamber of Commerce to see if there are any property tax assistance programs available for businesses that you may qualify for. Their contact number is 734-427-2122.

Thank you,
Lynda

Lynda L. Scheel, CPFA, CPFIM, MiCPT

City Treasurer
City of Livonia | Treasurer's Office
(734) 466-2244
lscheel@livonia.gov
www.livonia.gov

From: Scheel, Lynda L. <lscheel@livonia.gov>
Sent: Friday, February 4, 2022 2:02 PM
To: Jonathan Hartzell <jon@detroitrisingdevelopment.com>
Subject: RE: 14255 Stark Rd

Hi Jonathan,

Currently the property is not delinquent on their real property taxes. If you have anything to schedule with our Building Inspection Department, please do not hesitate to do so. The winter taxes in the amount of \$49,382.00 can only be paid to the City of Livonia through Monday, February 28. We can accept partial payments at any time throughout the period taxes are due, and we do hope that you are able to pay them in full by this date. However, beginning Tuesday, March 1, all payments still owing on real property must be made to the Wayne County Treasurer's Office, as I do not have the option to collect taxes past the February 28 deadline on real property taxes.

In the past, the Wayne County Treasurer's Office has set up payment plans, but the concern will be if you have any remaining issues with our building inspection department or items to come before City Council. Along with this, please keep in mind the next bill will be coming out on July 1, due September 14.

Please do not hesitate to let me know if you have any questions regarding the above.

Thank you, Lynda

Lynda L. Scheel, CPFA, CPFIM, MiCPT
City Treasurer
City of Livonia | Treasurer's Office
(734) 466-2244
lscheel@livonia.gov
www.livonia.gov

From: Jonathan Hartzell <jon@detroitrisingdevelopment.com>
Sent: Thursday, February 3, 2022 3:40 PM
To: Scheel, Lynda L. <lscheel@livonia.gov>
Subject: Re: 14255 Stark Rd

Thank you.

On Thu, Feb 3, 2022, 3:33 PM Scheel, Lynda L. <lscheel@livonia.gov> wrote:

Hi Jonathan,

Just wanted to let you know that I received your email. I am checking into a few things and will respond back tomorrow.

Thank you, Lynda



Lynda L. Scheel, CPFA, CPFIM, MiCPT
City Treasurer
City of Livonia | Treasurer's Office
(734) 466-2244
lscheel@livonia.gov
www.livonia.gov



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From: Jonathan Hartzell <jon@detroitrisingdevelopment.com>
Sent: Thursday, February 3, 2022 2:06 PM

To: Scheel, Lynda L. <lscheel@livonia.gov>

Subject: 14255 Stark Rd

Lynda,

I received your contact information from Mark Taormina. Im the operational partner at the Livonia Athletic District, 14255 Stark Rd. We have a feb tax bill of around \$49,000.00. We are wondering if we can set up a payment plan, as we have just launch our business and are still unoccupied in most of the building. We are currently finishing our work to get full building CoO, so we want to make sure if we do set up a payment plan that we would still be considered current with taxes, as the building dept wont inspect if we are not current.

Please let me know your thoughts or if we can schedule a call.

thank you for your time

--

Jonathan Hartzell
Detroit Rising Development
Director of Development
248-854-8005

STARK ROAD HOLDINGS LLC
14255 STARK RD.
LIVONIA, MI 48154

74-843/724

1112

DATE 8.29.22

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SECURITY BLUE HIGH SECURITY



PAY TO
THE ORDER OF

City of Livonia - Lynda Scheel \$ 4938.21
Four Thousand, Nine Hundred, Thirty Eight, & one ^{Twenty} DOLLARS

Heat
Reactive
Ink

choiceone

888-775-6687

BANK
choiceone.com

MEMO

Payment - LAD

[Signature]

MP

⑆072408436⑆ 1000267540⑈ 1112

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

Returned check
to Livonia Athletic
Dist. ATTN: Todd
McIntyre (new
general manager)

313-597-2109



[Home](#) > [Treasurer](#) > [Make A Payment](#)

Font Size: + - S

Pay Taxes Online

Property & Tax Information

[Definitions](#)

Municipality	Parcel ID	Property Type
46	46084990003000	REAL

Property Address	Taxpayer(s)
14255 STARK, LIVONIA MI 48154	STARK ROAD HOLDINGS LLC

Tax Year	Tax	Interest & Fees	Amount Due	Status
2021	\$49,382.06	\$5,432.02	\$54,814.08	? DELINQUENT

TAX AMOUNT DUE if paid on or before 09/30/2022 : \$54,814.08

i **ADDITIONAL TAXES OR ADJUSTMENTS MAY BE DUE FOR THE CURRENT YEAR.**
PROPERTY TAX INFORMATION IS VALID AS OF BUSINESS DAY 09/09/2022.

Per our records there are **no other** outstanding delinquent taxes for this parcel. certified funds required for forfeiture years.



Treasurer

[Home](#) > [Treasurer](#) > [Make A Payment](#)

Font Size: + - S

Pay Taxes Online

Property & Tax Information

[Definitions](#)

Municipality

46

Parcel ID

46084990003000

Property Type

REAL

Property Address

 14255 STARK, LIVONIA MI
48154

Taxpayer(s)

STARK ROAD HOLDINGS LLC

Tax Year

2021

Tax

\$49,382.06

Interest & Fees

\$4,938.20

Amount Due

\$54,320.26

Status

? DELINQUENT

TAX AMOUNT DUE if paid on or before 08/31/2022 : \$54,320.26

ADDITIONAL TAXES OR ADJUSTMENTS MAY BE DUE FOR THE CURRENT YEAR.
PROPERTY TAX INFORMATION IS VALID AS OF BUSINESS DAY 08/19/2022.

Per our records there are **no other** outstanding delinquent taxes for this parcel. certified funds required for forfeiture years.

MESSAGE TO TAXPAYER VISIT WWW.LIVONIATAX.ORG FOR TAX AND PAYMENT INFORMATION. THIS INFORMATION MAY BE PRINTED DIRECTLY FROM THE WEBSITE. WE RESERVE THE RIGHT TO CHARGE FOR DUPLICATES. WHEN PAYING BY CHECK, INCLUDE YOUR PHONE NUMBER AND PARCEL NUMBER. PLEASE USE ONLY THE 33000 CIVIC CENTER DRIVE, LIVONIA, MI 48154-3060 ADDRESS FOR MAILING CHECK PAYMENTS FOR TAXES.	PAYMENT INFORMATION This tax is due by: 09/14/2022 Pay by mail to: CITY OF LIVONIA TREASURER'S OFFICE 33000 CIVIC CENTER DRIVE LIVONIA, MI 48154-3060 Do not combine tax payments with other payments due to the City of Livonia. Payment for taxes must be on a separate check. **Important information on reverse side**																																																
PROPERTY INFORMATION Property Assessed To: STARK ROAD HOLDINGS LLC 14255 STARK LIVONIA, MI 48154 Prop #: 084 99 0003 000 School: LIVONIA PUBLIC Prop Addr: 14255 STARK Legal Description: 21U2B1 V2A THAT PART OF THE SE 1/4 OF SEC 21 T1S R9E DES AS BEG AT A POINT DISTANT N 0D 49M 15SEC W ALONG THE N AND S 1/4 LINE 1308.82 FT AND S 89D 04M 15SEC E 86 FT FROM THE S 1/4 COR OF SEC 21 AND PROCEEDING TH N 0D 08M 54SEC W 350 FT. TH S 89D 04M 15SEC E 1233.02 FT. TH S 0D 08M 54SEC E 350 FT. TH N 89D 04M 15SEC W 1233.02 FT TO THE POB EXC THE E 43 FT THEREOF 9.56 ACRES	TAX DETAIL <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Taxable Value:</td> <td style="width:20%;">1,479,200</td> <td style="width:20%;">COMMERCIAL-I</td> </tr> <tr> <td>State Equalized Value:</td> <td>1,479,200</td> <td>Class: 201</td> </tr> <tr> <td>PRE/MBT %:</td> <td>0.0000</td> <td></td> </tr> </table> Sent to: PROPERTY OWNER <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">DESCRIPTION</th> <th style="text-align: left;">MILLAGE</th> <th style="text-align: left;">AMOUNT</th> </tr> </thead> <tbody> <tr><td>SCHOOLCRAFT CC</td><td>2.27000</td><td>3,357.78</td></tr> <tr><td>WAYNE CNTY OPER</td><td>5.60990</td><td>8,298.16</td></tr> <tr><td>SCHOOL DEBT</td><td>2.05000</td><td>3,032.36</td></tr> <tr><td>CNTY ISD SPEC ED</td><td>3.34430</td><td>4,946.88</td></tr> <tr><td>STATE EDUCATION</td><td>6.00000</td><td>8,875.20</td></tr> <tr><td>SCH SINKING FUND</td><td>0.78830</td><td>1,166.05</td></tr> <tr><td>SCHOOL OPERATING</td><td>9.00000</td><td>13,312.80</td></tr> <tr><td>CNTY ISD OPER</td><td>0.09560</td><td>141.41</td></tr> <tr><td>WCRESA ENHANCE</td><td>1.98760</td><td>2,940.05</td></tr> </tbody> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Total Tax</td> <td style="width:20%;">31.14570</td> <td style="width:20%;">46,070.69</td> </tr> <tr> <td>Administration Fee</td> <td></td> <td>0.00</td> </tr> <tr> <td>TOTAL AMOUNT DUE</td> <td></td> <td>46,070.69</td> </tr> </table>	Taxable Value:	1,479,200	COMMERCIAL-I	State Equalized Value:	1,479,200	Class: 201	PRE/MBT %:	0.0000		DESCRIPTION	MILLAGE	AMOUNT	SCHOOLCRAFT CC	2.27000	3,357.78	WAYNE CNTY OPER	5.60990	8,298.16	SCHOOL DEBT	2.05000	3,032.36	CNTY ISD SPEC ED	3.34430	4,946.88	STATE EDUCATION	6.00000	8,875.20	SCH SINKING FUND	0.78830	1,166.05	SCHOOL OPERATING	9.00000	13,312.80	CNTY ISD OPER	0.09560	141.41	WCRESA ENHANCE	1.98760	2,940.05	Total Tax	31.14570	46,070.69	Administration Fee		0.00	TOTAL AMOUNT DUE		46,070.69
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OPERATING FISCAL YEARS The taxes on bill will be used for governmental operations for the following fiscal year(s): County: OCTOBER 01 - SEPTEMBER 30 Twn/Cty: DECEMBER 01 - NOVEMBER 30 School: JULY 01 - JUNE 30 State: OCTOBER 01 - SEPTEMBER 30 Does NOT affect when the tax is due or its amount	RETAIN THIS PORTION FOR YOUR RECORDS. On March 1st unpaid taxes from 2021 were transferred to Wayne County for collection. As of 06/03/22 they were not fully paid. Contact the County Treasurer at: 313-224-5990 or taxinfo@waynecounty.com																																																

The below original stub required for payment processing. Please detach along perforation. Keep the top portion for your records.

Sent to: **PROPERTY OWNER**

Pay this tax to:

CITY OF LIVONIA
TREASURER'S OFFICE
33000 CIVIC CENTER DRIVE
LIVONIA, MI 48154-3060

TAXPAYER NOTE: Are your name & mailing address correct? If not, please contact the Assessor's Office. Thank You.
Property Addr: 14255 STARK

To: STARK ROAD HOLDINGS LLC
1515 W LAFAYETTE BLVD STE 201
DETROIT MI 48216

PLEASE RETURN THIS PORTION WITH PAYMENT OR ENTIRE BILL WITH SASE FOR A "STAMPED PAID" RECEIPT
This tax is due by: 09/14/2022 After 09/14/2022 additional interest and fees apply
2022 Summer Tax for Prop #: 084 99 0003 000

(Partial payments are accepted)

Make Check Payable To: **CITY OF LIVONIA**

TOTAL AMOUNT DUE: **46,070.69**

Amount Remitted: _____

Check# _____

Cash _____





LETTER TO THE LIVONIA CITY COUNCIL

2.

Planning
July 29, 2022

MEETING DATE

September 12, 2022

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

Appeal of the denial of the Planning Commission for Petition 2022-06-02-14 submitted by Stark Road Holdings L.L.C. requesting Special Waiver Use approval for a Planned Development under Sections 3.04 and 5.02 of the Livonia Vision 21 Zoning Ordinance, as amended, to utilize a Class C liquor license (sale of beer, wine and spirits for consumption on the premises) in connection with the operation of a multi-purpose recreational facility (Livonia Athletic District) at 14255 Stark Road, located on the west side of Stark Road between Schoolcraft Road and Lyndon Avenue in the Southeast ¼ of Section 21.

BACKGROUND

RECOMMENDATION

August 1, 2022

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2022-06-02-14 – Livonia Athletic District

Dear Council Members:

At the 1,189th Public Hearings and Regular Meeting held by the City Planning Commission on July 19, 2022, the following resolution was unanimously adopted:

#07-41-2022 RESOLVED, That pursuant to a Public Hearing having been held by the City Planning Commission on July 19, 2022, on Petition 2022-06-02-14 submitted by Stark Road Holdings L.L.C. requesting Special Waiver Use approval for a Planned Development under Sections 3.04 and 5.02 of the Livonia Vision 21 Zoning Ordinance, as amended, to utilize a Class C liquor license (sale of beer, wine and spirits for consumption on the premises) in connection with the operation of a multi-purpose recreational facility (Livonia Athletic District) at 14255 Stark Road, located on the west side of Stark Road between Schoolcraft Road and Lyndon Avenue in the Southeast ¼ of Section 21, the Planning Commission does hereby recommend to the City Council that Petition 2022-06-02-14 be denied for the following reasons:

1. That the petitioner has failed to affirmatively show that the proposed utilization of a Class C liquor license at this location would comply with all the general waiver use standards and

requirements as set forth in Sections 3.04 and 5.02 of the Livonia Vision 21 Zoning Ordinance, as amended.

2. That the petitioner has not sufficiently demonstrated that the proposed utilization of a Class C liquor license at this location would be compatible to and in harmony with surrounding residential neighborhoods in the area.
3. That it has not been demonstrated that the utilization of a Class C liquor license at this location is needed for this facility to flourish.
4. That the petitioner has failed to adequately demonstrate that the facility has the capacity to accommodate the proposed Class C liquor license, and
5. That the utilization of a Class C liquor license at this location is contrary to the goals and objectives of the Zoning Ordinance which, among other things, are intended to ensure suitability and appropriateness of uses.

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.

FISCAL CONSIDERATION

ATTACHMENTS

1. 2022-06-02-14_E-COUNCIL Pkt
2. PH091222 - Stark Road Holdings LLC - 14255 Stark Road

APPROVED BY



Mark Taormina, Planning and Economic Development Director

Date: August 01, 2022



Maureen Miller Brosnan, Mayor

Date: August 25, 2022

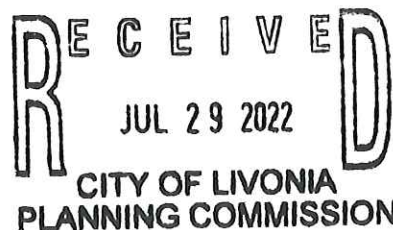
Petition 2022-06-02-14 submitted by Stark Road Holdings L.L.C. requesting Special Waiver Use approval for a Planned Development under Sections 3.04 and 5.02 of the Livonia Vision 21 Zoning Ordinance, as amended, to utilize a Class C liquor license (sale of beer, wine and spirits for consumption on the premises) in connection with the operation of a multi-purpose recreational facility (Livonia Athletic District) at 14255 Stark Road, located on the west side of Stark Road between Schoolcraft Road and Lyndon Avenue in the Southeast ¼ of Section 21.



Livonia Athletic District
12455 Stark Road
Livonia, MI 48154

July 28, 2022

Planning Commission
Sam Caramagno
33000 Civic Center Drive
Livonia, MI 48154



Petition 2022-06-02-14 – Livonia Athletic District

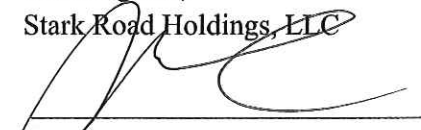
Dear Mr. Caramagno

RE: #7-41-2022

At the 1,189th Public Hearing and Regular Meeting held by the City Planning Commission on July 19, 2022, in the Livonia City Hall, the following resolution was unanimously adopted and denied our request for a special waiver use under Section 3.04 and 5.02 of the Livonia Vision 21 Zoning Ordinance, as amended, to utilize a Class C Liquor Licenses at 14255 Stark Road.

Stark Road Holdings, LLC would like to appeal the Planning Commissions' decision. We would also like to discuss the commission's concerns regarding the Class C Liquor License. We ask that a date be set to resolve and affirm our reasoning for requiring a Class C Liquor License at Livonia Athletic District.

Best Regards,
Stark Road Holdings, LLC


Jonathan Hartzell

PLANNING COMMISSION

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



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

MAUREEN MILLER BROSNAN
MAYOR

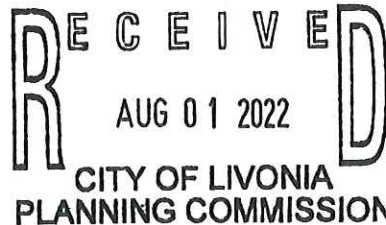
MARK TAORMINA
PLANNING & ECONOMIC
DEVELOPMENT DIRECTOR

JACOB UHAZIE
PLANNING & ECONOMIC DEVELOPMENT
COORDINATOR

SCOTT O. MILLER
PLANNER IV

July 20, 2022

Stark Road Holdings, L.L.C.
Jonathan Hartzell
14255 Stark Road
Livonia, MI 48154



RECEIVED
CITY OF LIVONIA
AUG 29 PM 2:52

Re: Petition 2022-06-02-14 – Livonia Athletic District

Dear Mr. Hartzell:

At the 1,189th Public Hearing and Regular Meeting held by the City Planning Commission on July 19, 2022, in the Livonia City Hall, the following resolution was unanimously adopted:

#07-41-2022 **RESOLVED**, That pursuant to a Public Hearing having been held by the City Planning Commission on July 19, 2022, on Petition 2022-06-02-14 submitted by Stark Road Holdings L.L.C. requesting Special Waiver Use approval for a Planned Development under Sections 3.04 and 5.02 of the Livonia Vision 21 Zoning Ordinance, as amended, to utilize a Class C liquor license (sale of beer, wine and spirits for consumption on the premises) in connection with the operation of a multi-purpose recreational facility (Livonia Athletic District) at 14255 Stark Road, located on the west side of Stark Road between Schoolcraft Road and Lyndon Avenue in the Southeast ¼ of Section 21, the Planning Commission does hereby recommend to the City Council that Petition 2022-06-02-14 be denied for the following reasons:

1. That the petitioner has failed to affirmatively show that the proposed utilization of a Class C liquor license at this location would comply with all the general waiver use standards and requirements as set forth in Sections 3.04 and 5.02 of the Livonia Vision 21 Zoning Ordinance, as amended.
2. That the petitioner has not sufficiently demonstrated that the proposed utilization of a Class C liquor license at this location would be compatible to and in harmony with surrounding residential neighborhoods in the area.

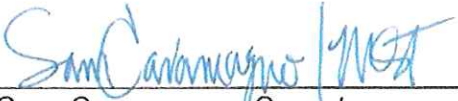
3. That it has not been demonstrated that the utilization of a Class C liquor license at this location is needed for this facility to flourish.
4. That the petitioner has failed to adequately demonstrate that the facility has the capacity to accommodate the proposed Class C liquor license, and
5. That the utilization of a Class C liquor license at this location is contrary to the goals and objectives of the Zoning Ordinance which, among other things, are intended to ensure suitability and appropriateness of uses.

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.

Please be advised that the petitioner has 10 business days to appeal the decision in writing to the Livonia City Council, pursuant to Section 13.13(10) of the Livonia Vision 21 Zoning Ordinance, as amended. The fee for an appeal is \$400.00.

Very truly yours,

CITY PLANNING COMMISSION



Sam Caramagno, Secretary

**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: 06/17/2022 Petition 2022-06-02-14

Site Address: 14255 STARK ROAD Sidwell 46-084-99-0003-000 Zoning of Property N-2

Requesting Approval To PLANNED GENERAL DEVELOPMENT - SPECIAL WAIVER

Applicant: Jonathan Hartnell Business/Company: STACK ROAD Holdings LLC

Applicant's Address: 14255 Stark Rd City: Livonia State: MI Zip Code: 48154

Applicant's Phone # (248) 854-8005 Applicant's Email Jon@DetroitRisingDevelopment.com

Contact Person: Jon Hartnell Business/Company: SAME

Contact's Address: SAME City: " State: " Zip Code: "

Contact's Phone # () 8AM 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, 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) Three (3) completed application forms & three (3) sets of full-size drawings

**RECEIVED
JUN 17 2022
CITY OF LIVONIA
PLANNING COMMISSION**

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	\$ <u>700.00</u>

Owner of Property: STACK ROAD Holdings LLC

Owner's Address: 14255 Stark Rd City: Livonia State: MI Zip Code: 48154

Owner's Phone # (248) 854-8005 Owner's Email Jon@DetroitRisingDevelopment.com

Signature of Owner: [Signature] Print Name: Jonathan Hartnell

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

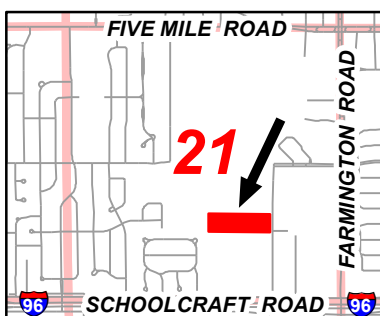
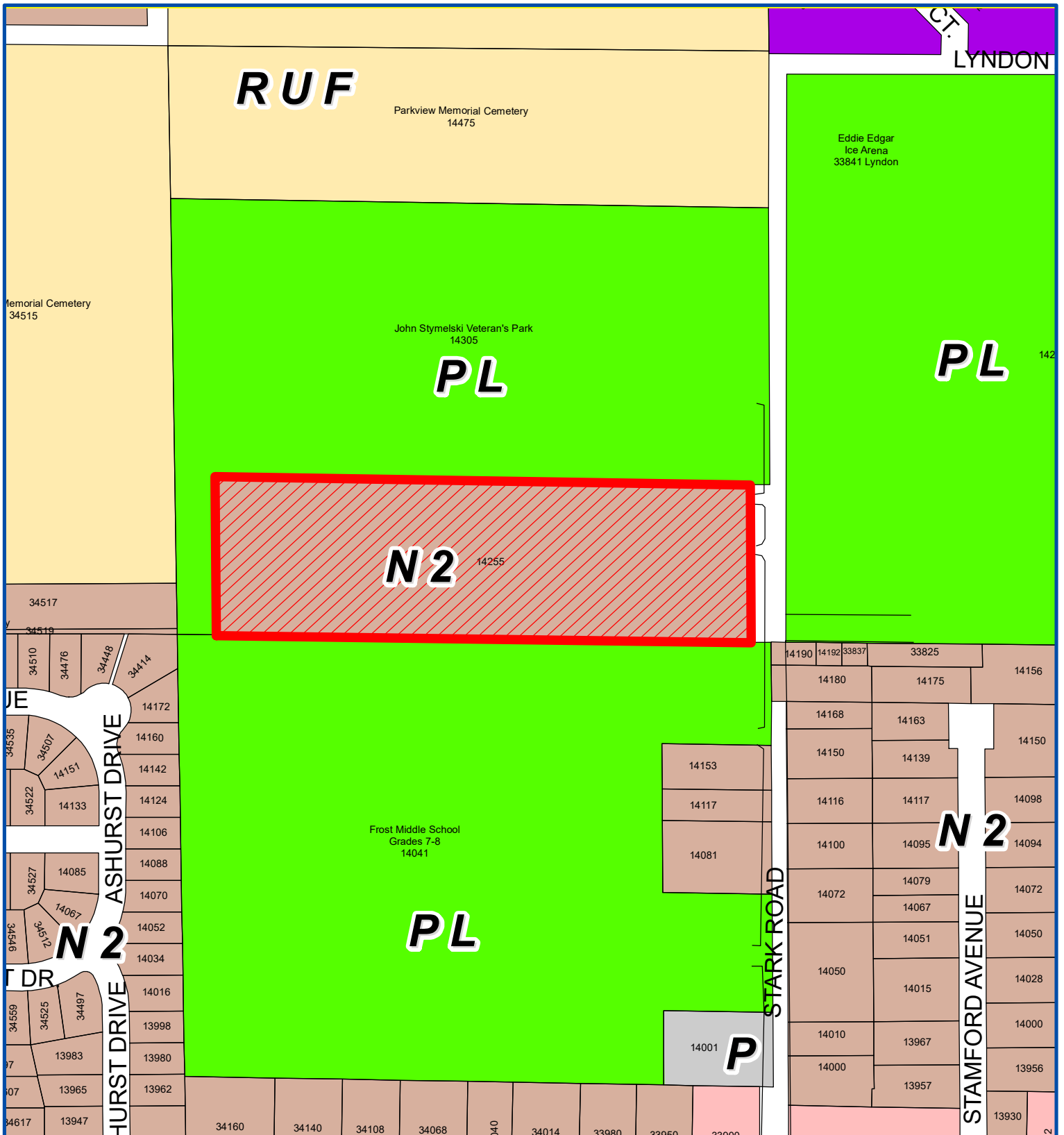
this 17th day of JUNE 20 22

Signature of Notary Nora Brock My commission expires 9/1/2028

Acting in the County of WAYNE

NORA BROCK
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES Sep 1, 2028
ACTING IN COUNTY OF WAYNE

**RECEIVED
OFFICE OF THE CITY CLERK
2022 MAY -8 PM 4:21**



Address & Zoning Map

Petition 2022-06-02-14
Livonia Athletic District
14255 Stark Road
Class C License

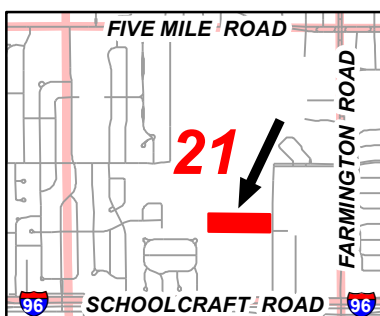


Not to Scale

City of Livonia
Planning Department



STARK ROAD



Aerial Map

Petition 2022-06-02-14
Liviona Athletic District
14255 Stark Road
Class C License



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 3

Petition 2022-06-02-14 submitted by Stark Road Holdings L.L.C. requesting Special Waiver Use approval for a Planned Development under Sections 3.04 and 5.02 of the Livonia Vision 21 Zoning Ordinance, as amended, to utilize a Class C liquor license (sale of beer, wine and spirits for consumption on the premises) in connection with the operation of a multi-purpose recreational facility (Livonia Athletic District) at 14255 Stark Road, located on the west side of Stark Road between Schoolcraft Road and Lyndon Avenue in the Southeast ¼ of Section 21.

July 12, 2022: Study Meeting:

This item involves a request to utilize a Class C liquor license (sale of beer, wine and spirits for consumption on the premises) in connection with the operation of a proposed Planned General Development called the Livonia Athletic District (LAD). The proposed development would operate the liquor license in specific interior areas of the existing building. Alcohol would be permitted in shared spaces including Café LAD, the arcade, soccer observation lounge, putting green & golf lounge, the eastern observation area of the pickle ball courts and connecting hallways. Proposed Point of Sales are located in the Café LAD and the dogleg golf observation area. Alcohol would not be permitted on any of the playing surfaces.

The subject property is zoned N-2, Neighborhood District, which does not permit or allow liquor licenses per se. However, Section 5.02 of the Livonia Vision 21 Zoning Ordinance provides special standards for Planned Developments that allow modifications of the ordinance for uses not permitted in the N-2 District. Uses not permitted may be allowed when they are related to an overall concept of a Planned Development.

Class C liquor licenses are regulated under Section 6.22 of The Livonia Vision 21 Zoning Ordinance. One special requirement specifies that no Class C licensed establishments shall be located within 1,000 feet of any other such licensed establishment as measured from the actual premises being used or proposed for use of the respective properties; provided, however, that with respect to those licensed establishments which are utilized primarily as restaurants or for dining facilities, the foregoing 1,000-foot requirement may be waived by the City Council. There are no such licensed establishment within 1,000 feet of the proposed Planned Development.

Another special requirement of Section 6.22 specifies that a proposed Class C-licensed establishment shall be located at least 400 feet distant away from any church or school building as measured from the nearest point on the building proposed to be licensed to the existing church or school building. No such

PUBLIC HEARING

establishments are within 400 feet of the Planned Development. Measured at the closest points between buildings, LAD is 447 feet from Frost Middle School and 956 feet from Christ Our Savior Lutheran Church/Early Childhood center.

July 19, 2022: Public Hearing:

Approving Resolution: That the request to utilize a Class C liquor license in connection with the operation of a multi-purpose recreational facility (Livonia Athletic District) at 14255 Stark Road is hereby approved, subject to the following conditions and for the following reasons:

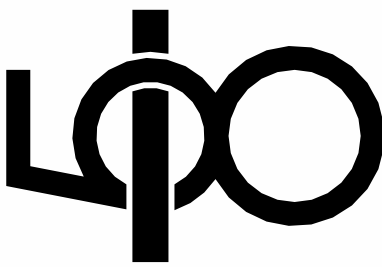
1. All unpaid taxes shall either paid in full prior to final action of the City Council or be paid in full according to a specific payment schedule as approved by City Council and the City Treasurer.
2. The serving and consumption of alcohol in connection with a Class C license at this location shall be limited to the interior of the existing building, and there shall be no serving or consumption of alcohol on the property outside of the building.
3. The serving and consumption of alcohol shall be limited to the areas shown on the Enlarged Floor Plans, Sheets A/4.01 thru A/4.07 dated June 16, 2022 as prepared by Five Eighths.
4. That the operation of a Class C liquor license at this location complies with all of the general waiver use standards and requirements as set forth in Sections 3.04 and 5.02 of the Livonia Vision 21 Zoning Ordinance, as amended.
5. That the subject site has the capacity to accommodate the proposed use.
6. That providing alcohol beverages at this location is an amenity that customers of the facility have requested and will allow LAD to retain and increase membership to become more economically viable.

Denying Resolution: That the request to utilize a Class C liquor license in connection with the operation of a multi-purpose recreational facility (Livonia Athletic District) at 14255 Stark Road, is hereby denied for the following reasons:

1. That the petitioner has failed to affirmatively show that the proposed utilization of a Class C liquor license at this location would comply with all the general waiver use standards and requirements as set forth in Sections 3.04 and 5.02 of the Livonia Vision 21 Zoning Ordinance, as amended.

PUBLIC HEARING

2. That the petitioner has not sufficiently demonstrated that the proposed utilization of a Class C liquor license at this location would be compatible to and in harmony with surrounding residential neighborhoods in the area..
3. That it has not been demonstrated that the utilization of a Class C liquor license at this location is needed for this facility to flourish.
4. That the petitioner has failed to adequately demonstrate that the facility has the capacity to accommodate the proposed Class C liquor license, and
5. That the utilization of a Class C liquor license at this location is contrary to the goals and objectives of the Zoning Ordinance which, among other things, are intended to ensure suitability and appropriateness of uses.



FIVE - EIGHTHS

2321 WOLCOTT STREET
FERNDALE - MI - 48220

313 - 936 - 0835
INFO@FIVE-EIGHTHS.COM

LIVONIA ATHLETIC DISTRICT

14255 STARK RD - LIVONIA - MICHIGAN - 48154

TITLE SHEET

PLANNED GENERAL DEVELOPMENT WAIVER APPLICATION

SHEET 1 of 15



PROJECT ISSUE DATE:
06/16/2022

G/

0.01

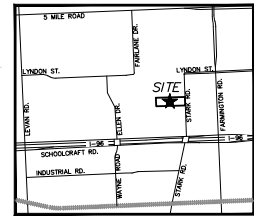
LIVONIA ATHLETIC DISTRICT

14255 STARK ROAD - LIVONIA - MICHIGAN - 48154

PLANNED GENERAL DEVELOPMENT - SPECIAL WAIVER USE APPLICATION (PHASE 2)

PROJECT TITLE		3
ARCHITECT: FIVE - EIGHTHS 2321 WOLCOTT STREET FERNDALE - MICHIGAN - 48220 CONTACT - GRANT JEFFRIES 248 - 981 - 8744 GRANT@FIVE-EIGHTHS.COM CLIENT / BUILDING OWNER: DETROIT RISING DEVELOPMENT 14255 STARK ROAD LIVONIA - MICHIGAN - 48154 CONTACT - JON HARTZELL 248-854-8005 JON@DETROITRISINGDEVELOPMENT.CO M GENERAL CONTRACTOR: DETROIT RISING DEVELOPMENT 14255 STARK ROAD LIVONIA - MICHIGAN - 48154 CONTACT - RICK STANZA 586 - 879 - 8163 RSTANZA@DETROITRISINGDEVELOPMENT.CO M		1. DO NOT SCALE DRAWINGS. CONSULT OWNER IF DIMENSIONAL QUESTION ARISES. 2. CONTRACTOR SHALL PROVIDE ALL ITEMS, ARTICLES, MATERIALS, AND OPERATIONS SCHEDULED INCLUDING ALL LABOR, MATERIALS, AND INCIDENTALS REQUIRED FOR COMPLETION. 3. ALL CONSTRUCTION SHALL CONFORM TO ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES/LAWS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL APPLICABLE BUILDING AND OTHER PERMITS REQUIRED FOR THE COMPLETION OF THE WORK. 4. ALL DIMENSIONAL LUMBER, PLYWOOD, PARTICLE BOARD, FITTING, AND BLOCKING SHALL BE PRESSURE TREATED/UL CERTIFIED NON-COMBUSTIBLE 5. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS AT THE JOB SITE. 6. NOTIFY THE ARCHITECT OR OWNER PRIOR TO COMMENDING WORK OF ANY DISCREPANCIES, CONFLICTS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS AND FIELD CONDITIONS. AN ADDENDUM WILL BE ISSUED AS NECESSARY AND WILL BECOME A PART OF THE CONTRACT DOCUMENTS. FOR THOSE DISCREPANCIES NOT BROUGHT TO THE ATTENTION OF THE OWNER, IT WILL BE ASSUMED THAT THE CONTRACTOR HAS BID THE MORE EXPENSIVE METHOD OF CONSTRUCTION. 7. COORDINATE ALL WORK BEFORE AND DURING CONSTRUCTION WITH ALL OTHER AFFECTED TRADES. 8. WHERE INTERFACES DEVELOP, NOTIFY OWNER FOR RESOLUTION OF CONFLICT.
PROJECT DIRECTORY		11
PROPERTY INFORMATION: PIN: ZONING: TYPE OF CONSTRUCTION: LOT AREA: YEAR BUILT: NUMBER OF BUILDINGS: NUMBER OF STORIES: BUILDING AREA: HEIGHT: PARKING SPACES: SPRINKLERED: 46-084-99-0003-000 N-2 NEIGHBORHOOD 3B 9.56 ACRES 1968 2 2 (INCLUDING BASEMENT) 95,531 SF (INCLUDING BASEMENT) 22'-4" 96 NO		PROJECT NOTES 8
PROJECT INFORMATION 10		VICINITY MAP NOT TO SCALE SCALE 7
PROJECT DESCRIPTION		4
G/ 0.01 G/ 0.02 G/ 0.03 C/ 1.00 C/ 1.01 A/ 1.00 A/ 1.01 A/ 2.01 A/ 4.01 A/ 4.02 A/ 4.03 A/ 4.04 A/ 4.05 A/ 4.06 A/ 4.07 TITLE SHEET GENERAL NOTES CODE REVIEW SITE PLAN / AREA PLAN SURVEY FLOOR PLAN / LOWER LEVEL FLOOR PLAN / FIRST FLOOR ELEVATIONS / EXTERIOR ENLARGED PLANS / CAFE L.A.D. ENLARGED FLOOR PLANS / OBSERVATION ENLARGED PLANS / 'DOGLEG' ENLARGED PLANS / 'BIG PICKLE' ENLARGED PLANS / BATHROOMS ENLARGED PLANS / BATHROOMS ENLARGED PLANS / BATHROOMS		THIS PHASE OF THE PROJECT, PLANNED GENERAL DEVELOPMENT - SPECIAL WAIVER USE APPLICATION (PHASE 2), IS TO OBTAIN A LIQUOR LICENSE FOR PORTIONS OF THE LIVONIA ATHLETIC DISTRICT. THIS APPLICATION COVERS INTERIOR AREAS ONLY AND ANY EXTERIOR USES THAT REQUIRE A WAIVER WILL BE IN A FUTURE PHASE. INTERIOR MODIFICATIONS INCLUDE THE ADDITION OF BATHROOMS, BARS, AND KITCHEN PREP SPACES. THERE ARE NO PROPOSED EXTERIOR MODIFICATIONS IN THIS PHASE. NO STRUCTURAL MODIFICATIONS ARE BEING PROPOSED FOR THIS PHASE. HVAC MODIFICATIONS WILL BE LIMITED TO SOME DUCTWORK MODIFICATIONS BASED ON NEW CEILINGS/LAYOUTS. ELECTRICAL MODIFICATIONS INCLUDE NEW INTERIOR/EXTERIOR LIGHTING IN THE COMMON AREAS AND SOME OUTLETS/SWITCHES IN THE NEW INTERIOR DEMISING WALLS. FUTURE PROJECT PHASES WILL BE PERMITTED SEPARATELY. INTENDED AND COMPLETED PHASES ARE AS FOLLOWS. PREVIOUS PHASES: PHASE 1 - LIVONIA ATHLETIC DISTRICT PURPOSE: ORIGINAL BUILD-OUT AND EXTERIOR SIGN PERMIT STATUS: COMPLETE CURRENT PHASE: PHASE 2 - PLANNED GENERAL DEVELOPMENT SPECIAL WAIVER USE PURPOSE: TO OBTAIN WAIVER FOR LIQUOR LICENSE FOR SPECIFIC INTERIOR AREAS STATUS: CURRENT FUTURE PHASES: PHASE 3- INDIVIDUAL BUILDING PERMITS FOR PERMITS FOR 'DOGLEG' GOLF SIMULATORS, CAFE LAD, & LOWER LEVEL TENANT PURPOSE: TENANT BUILDOUTS STATUS: FUTURE PHASE 4 - PLANNED GENERAL DEVELOPMENT SPECIAL WAIVER USE PURPOSE: TO OBTAIN WAIVER FOR LIQUOR LICENSE FOR EXTERIOR AREAS STATUS: FUTURE PHASE 5 - INDIVIDUAL BUILDING PERMITS FOR BACKYARD AND 'BIG PICKLE' PICKLEBALL COURTS PURPOSE: TENANT BUILDOUTS STATUS: FUTURE
PROJECT DESCRIPTION		4
SHEET LIST		1

DATE	ISSUE
May	Issue



LOCATION MAP
(NOT TO SCALE)

UNDERGROUND UTILITY LOCATIONS:
- NO UNDERGROUND UTILITIES PLACED OR MARKED BY UTILITY COMPANIES AND NO UNDERGROUND UTILITY MAPS PROVIDED BY THE CLIENT.
- UNDERGROUND UTILITY CONNECTIONS AS SHOWN ON THE SURVEY ARE FROM RECORD DRAWING PROVIDED BY CITY OF LIVONIA AND MISS DIG.

NOTE TO THE CLIENT, INSURER, AND LENDER:
WITH REGARD TO TABLE A, ITEM 11, INFORMATION FROM THE SOURCES CHECKED (SEE UNDERGROUND UTILITY LOCATION ABOVE) WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.6.1 TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DETERMINED.

ZONING INFORMATION

ZONED R-2 (ONE FAMILY RESIDENTIAL)

ABOVE INFORMATION TAKEN FROM CITY OF LIVONIA ZONING MAP.
https://livoniamaps.org/

PARKING INFORMATION

REGULAR SPACES = 95
HANDICAPPED SPACES = 8
TOTAL = 103

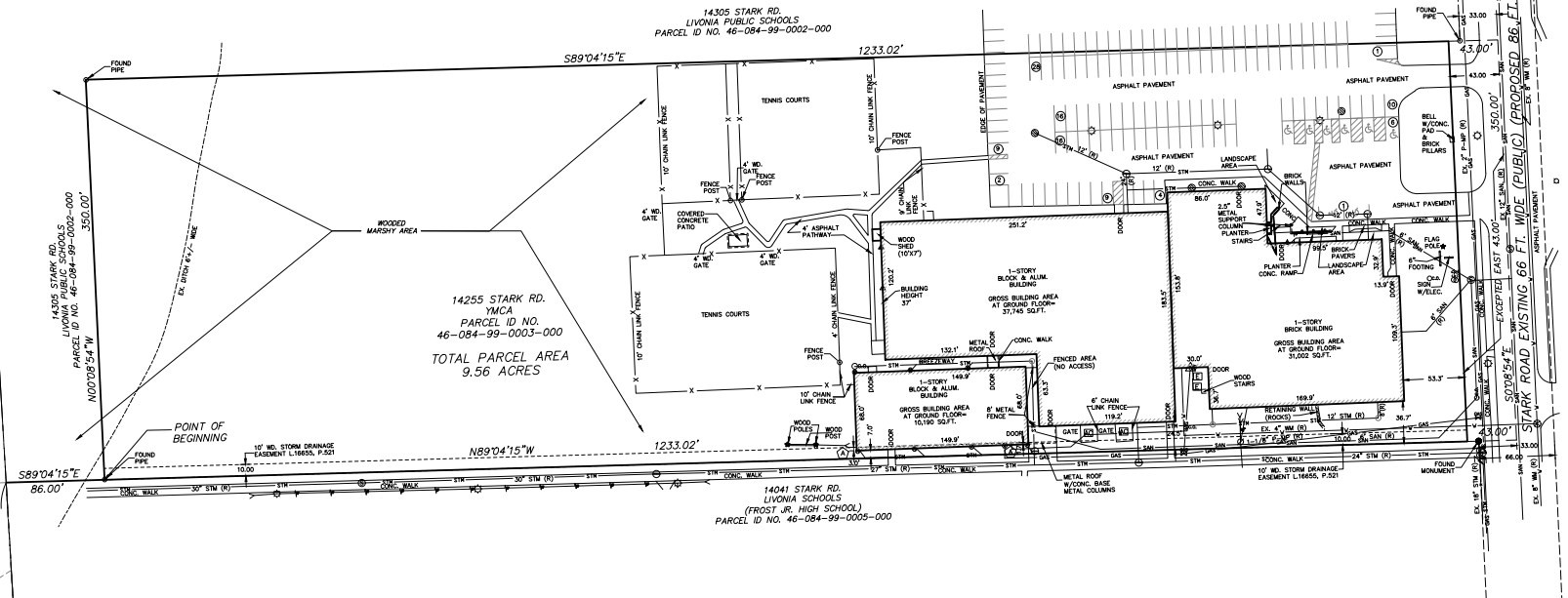
NOTES:
- SURVEY IN ACCORDANCE WITH TITLE COMMITMENT NO. NCS-1038988-MICH, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED SEPTEMBER 23, 2020.
- THIS PARCEL IS LOCATED WITHIN A FEDERALLY DESIGNATED FLOOD HAZARD AREA ZONE "X" (AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) IN ACCORDANCE WITH THE FEDERAL INSURANCE RATE MAP, PANEL NUMBER 44 OF 375, MAP NUMBER 2616300044E, EFFECTIVE DATE FEBRUARY 2, 2012.
- THE BASIS OF BEARING FOR THE PROPERTY DESCRIPTION OVERALL PARCEL AS FIELD SURVEYED IS BASED ON RECORD DESCRIPTION.
- THE DISTANCE TO THE NEAREST INTERSECTING STREET IS 950' +/- TO LIVONIA ROAD.
- WITH REGARD TO TABLE A, ITEM 6, NO ZONING REPORT LETTER HAS BEEN PROVIDED TO THE SURVEYOR BY THE CLIENT. THEREFORE SETBACK INFORMATION IS NOT SHOWN ON THIS DRAWING.
- THERE IS NO EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING FIELD WORK.
- THERE IS NO EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES.
- THERE IS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING FIELDWORK, UNLESS OTHERWISE NOTED.

TABLE OF ENCROACHMENTS

ENCROACHMENT	DATE	BY
BUILDING ENCROACHMENT INTO THE DRAINAGE EASEMENT		

LEGEND - EXISTING

- | | | |
|---------------------------|---------------------------|---------------------------|
| SECTION LINE | SECTION 21 | SECTION 21 |
| E/ PAVEMENT | E/ PAVEMENT | E/ PAVEMENT |
| E/ GRAVEL | E/ GRAVEL | E/ GRAVEL |
| E/ WALK | E/ WALK | E/ WALK |
| E/ BRICK | E/ BRICK | E/ BRICK |
| MISC. LINE | MISC. LINE | MISC. LINE |
| WATER VALVE | WATER VALVE | WATER VALVE |
| WATER METER | WATER METER | WATER METER |
| POST INDICATOR VALVE | POST INDICATOR VALVE | POST INDICATOR VALVE |
| IRIGATION CONTROL BOX | IRIGATION CONTROL BOX | IRIGATION CONTROL BOX |
| STORM MH | STORM MH | STORM MH |
| CATCH BASIN | CATCH BASIN | CATCH BASIN |
| REDHOLE CB | REDHOLE CB | REDHOLE CB |
| CULVERT E.S. | CULVERT E.S. | CULVERT E.S. |
| ROOF/DOWN SPOUT | ROOF/DOWN SPOUT | ROOF/DOWN SPOUT |
| OVERFLOW/OUTLET STRUCTURE | OVERFLOW/OUTLET STRUCTURE | OVERFLOW/OUTLET STRUCTURE |
| C.O.S. STORM CLEAN OUT | C.O.S. STORM CLEAN OUT | C.O.S. STORM CLEAN OUT |
| ROUND CB | ROUND CB | ROUND CB |
| LIGHT POLE | LIGHT POLE | LIGHT POLE |
| UTILITY POLE | UTILITY POLE | UTILITY POLE |
| ELEC. TRANS. | ELEC. TRANS. | ELEC. TRANS. |
| US TELE. LINE | US TELE. LINE | US TELE. LINE |
| US CABLE TV LINE | US CABLE TV LINE | US CABLE TV LINE |
| PAINT STRIKE | PAINT STRIKE | PAINT STRIKE |
| COMBINED SEWER | COMBINED SEWER | COMBINED SEWER |
| PLD LINE | PLD LINE | PLD LINE |
| STEAM LINE | STEAM LINE | STEAM LINE |
| ELECTRIC OVERHEAD | ELECTRIC OVERHEAD | ELECTRIC OVERHEAD |
| TELEPHONE OVERHEAD | TELEPHONE OVERHEAD | TELEPHONE OVERHEAD |



PROPERTY DESCRIPTION

(PER TITLE COMMITMENT NO. NCS-1038988-MICH, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED SEPTEMBER 23, 2020)

LAND IN THE CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 15 NORTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 21 DISTANT NORTH 0 DEGREES 49 MINUTES 15 SECONDS WEST, 1308.62 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 21 AND SOUTH 89 DEGREES 54 MINUTES 15 SECONDS EAST, 86.00 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 21; PROCEEDING THENCE NORTH 0 DEGREES 00 MINUTES 54 SECONDS WEST, 350.00 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 15 SECONDS EAST, 1233.02 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 54 SECONDS EAST ALONG THE CENTER LINE OF STARK ROAD (66.00 FEET IN WIDTH), 350.00 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 15 SECONDS WEST, 1233.02 FEET TO THE POINT OF BEGINNING, EXCEPT THE EAST 43.00 FEET.

SCHEDULE B - II. EXCEPTIONS:

(PER TITLE COMMITMENT NO. NCS-1038988-MICH, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED SEPTEMBER 23, 2020)

- SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "RESOLUTION FOR MASTER SCHOOL AND PARK PLAN" RECORDED AS LIBER 10117, PAGE 600 OF OFFICIAL RECORDS.
- NO PLOTTABLE EASEMENT.
- SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "MASTER SCHOOL AND PARK PLAN" RECORDED AS LIBER 16192, PAGE 256 OF OFFICIAL RECORDS.
- "MCA PARCEL" IS A PART OF THE DESCRIBED PARCELS (O) IN SECTION NO. 21 UNDER PARKS.
- SUBJECT TO THE TERMS, PROVISIONS AND EASEMENTS CONTAINED IN THE DOCUMENT ENTITLED "GRANT OF EASEMENT" RECORDED AS LIBER 16655, PAGE 521 OF OFFICIAL RECORDS.
- "10' WD. STORM DRAINAGE EASEMENT SHOWN ON SURVEY."

CERTIFICATION

TO:
- FIRST AMERICAN TITLE INSURANCE COMPANY
- STARK ROAD HOLDINGS, LLC, A MICHIGAN LIMITED LIABILITY COMPANY
- YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DETROIT, A MICH. NON-PROFIT CORPORATION

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 8, 9, 10, 11(a), 11(b), 13, 14, 17, 18, 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MAY 26, 2021.

DATE OF PLAN OR MAP: MAY 27, 2021

2015 MICHIGAN PLUMBING CODE (MPC)

NOTE: THE FIGURES BELOW ARE CALCULATIONS FOR THE USE 'A-3' PORTIONS OF THE FIRST FLOOR AND FIELD HOUSE THAT WILL REQUIRE ACCESS TO THE THE FIRST FLOOR BATHROOMS AND FIELD HOUSE BATHROOMS, INCLUDING SPACES SERVING ALCOHOL FOR THE REST OF THE BUILDING. THE USE IS NOT CHANGING. TENANT SPACES IN THE BUILDING HAVE THEIR OWN DEDICATED BATHROOMS.

USE A-3

ONE TOILET PER 125 FOR MEN
ONE TOILET PER 85 FOR WOMEN
ONE SINK PER 200 OCCUPANTS
ONE DRINKING FOUNTAIN PER 500 OCCUPANTS

PLUMBING FIXTURE CALCULATIONS

FIRST FLOOR OCCUPANT LOAD: 1,112 OCCUPANTS

(1.112/2/125)-

4.44

WATER CLOSETS FOR MEN

(1.112/2/85)-

8.63

WATER CLOSETS FOR WOMEN

(1.112/2/200)-

2.78

LAVATORIES FOR MEN

(1.112/2/200)-

2.78

LAVATORIES FOR WOMEN

(1.112/500)-

2.22

DRINKING FOUNTAINS

ACTUAL NUMBER OF PLUMBING FIXTURES (EXCLUDING PHASE 5 BATHROOMS):

WATER CLOSETS (MEN):

9

(COMPLIES)

WATER CLOSETS (WOMEN):

9

(COMPLIES)

UNISEX ADA BATHROOM:

2

(COMPLIES)

LAVATORIES (MEN):

5

(COMPLIES)

LAVATORIES (WOMEN):

5

(COMPLIES)

SERVICE SINK:

1

(COMPLIES)

DRINKING FOUNTAIN:

3

(COMPLIES)

*NOTE: REFER TO SHEET A/405 FOR THE EXISTING LAYOUT OF THE 'BIG PICKLE' PICKLEBALL COURTS BATHROOMS WHICH WILL BE UTILIZED FOR PHASES 2-4 AND ARE INCLUDED IN THE CALCULATION ABOVE.

2015 MICHIGAN BUILDING CODE (MBC)

MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT PER TABLE 1004.1.2:

USE B:

1 OCCUPANT PER 100 GROSS SF FOR BUSINESS AREAS

USE A-2:

1 OCCUPANT PER 200 GROSS FOR COMMERCIAL KITCHENS
1 OCCUPANT PER FIXED SEATING

USE A-3:

1 OCCUPANT PER 50 GROSS SF FOR LOCKER ROOMS
1 OCCUPANT PER 50 GROSS SF FOR EXERCISE ROOMS
1 OCCUPANT PER 50 GROSS SF FOR POOL
1 OCCUPANT PER 15 GROSS SF FOR POOL DECK
1 OCCUPANT PER 300 GROSS SF FOR STORAGE/MECHANICAL AREAS

BASED ON THE ABOVE FIGURES, REFER OT THE OCCUPANCY PLAN BELOW FOR OCCUPANT LOADS OF EACH OF THE MAIN AREAS

OCCUPANT LOAD OF USE 'B' SPACES:

78

OCCUPANT LOAD OF THREE FIELD HOUSES:

852

OCCUPANT LOAD OF USE REST OF FIRST FLOOR:

504

TOTAL OCCUPANT LOAD OF FIRST FLOOR: 1,434 OCCUPANTS

2015 MICHIGAN BUILDING CODE (MBC)

USE AND OCCUPANCY CLASSIFICATIONS PER CHAPTER 3:

303.3 ASSEMBLY GROUP A-2: GROUP A-2 OCCUPANCY INLUCEDES ASSEMBLY USES INTENDED FOR FOOD AND/OR DRINK CONSUMPTION INCLUDING, BUT NOT LIMITED TO:

- RESTAURANTS, CAFETERIAS & SIMILAR DINING FACILITIES (INCLUDING ASSOCIATED COMMERCIAL KITCHENS)

- TAVERNS & BARS

303.4 ASSEMBLY GROUP A-3: GROUP A-3 OCCUPANCY INCLUDES ASSEMBLY USES INTENDED FOR WORSHIP, RECREATION OR AMUSEMENT AND OTHER ASSEMBLY USES NOT CLASSIFIED ELSEWHERE IN GROUP A INCLUDING, BUT NOT LIMITED TO:

- GYMNASIUMS (WITHOUT SPECTATOR SEATING)

- INDOOR SWIMMING POOLS (WITHOUT SPECTATOR SEATING)

- INDOOR SPORTS COURTS (WITHOUT SPECTATOR SEATING)

304.1 BUSINESS GROUP B: BUSINESS GROUP B OCCUPANCY INCLUDES, AMONG OTHERS, THE USE OF A BUILDING OR STRUCTURE, OR A PORTION THEREOF, FOR OFFICE, PROFESSIONAL OR SERVICE-TYPE TRANSACTIONS, INCLUDING STORAGE OF RECORDS AND ACCOUNTS. BUSINESS OCCUPANCIES SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLL WING:

-PROFESSIONAL SERVICES SUCH AS DENTISTS AND PHYSICIANS

CALCULATIONS:

USE A-3:

TOTAL SF

76,977 SF (0.1) = 7,687 SF

CAFE AND LOUNGE

1930 SF /76,977 = 0.2 = 2% (COMPLIES)

THE USE A-2 SPACES (CAFE AND LOUNGE) ARE LESS THAN 10% OF THE BUILDING AREA AND WILL BE AN CLASSIFIED AS AN ACCESSORY USE

THEREFORE, MOST OF THE BUILDING IS DESIGNATED AS USE A-3 AND THE TWO TENANT SUITES IN THE SOUTHWEST CORNER OF THE FIRST FLOOR WILL BE DESIGNATED AS USE B.

2015 MICHIGAN REHABILITATION CODE: MRCEB 2015

2015 MICHIGAN MECHANICAL CODE: MMC 2015

2015 MICHIGAN PLUMBING CODE, MPC 2015

2017 NATIONAL ELECTRIC CODE W/ STATE AMENDMENTS, NEC 2014

ASHRAE 90.1 (2013) STANDARD

ACCESSIBILITY: MICHIGAN BARRIER FREE DESIGN LAW, P.A. 1966 AS AMENDED AND THE ICC / ANSI A117.1-2009 STANDARD AS REFERENCED FROM CHAPTER 11 OF THE 2015 MBC.

CODE REVIEW / PLUMBING FACILITIES - LAD12

CODE REVIEW / OCCUPANT LOAD - LAD9

CODE REVIEW / USE CLASSIFICATION6

APPLICABLE CODES3

GOLF SIMULATOR

B-118

774 SF

16 OCCUPANTS

GOLF SIMULATOR

B-119

778 SF

16 OCCUPANTS

GOLF SIMULATOR

B-120

704 SF

16 OCCUPANTS

"DOGLEG" LOUNGE

B-121

631 SF

16 OCCUPANTS

CAFE L.A.D. KITCHEN

196 SF

1 OCCUPANT

ARCADE

640 SF

5 OCCUPANTS

SHIPCO OFFICES

458 SF

5 OCCUPANTS

CONFERENCE ROOM

590 SF

6 OCCUPANTS

MECH. SPACE

600 SF

2 OCCUPANTS

BATHROOMS

430 SF

12 OCCUPANTS

OBSERVATION

1413 SF

94 OCCUPANTS

ACCESSORY OFFICES

415 SF

4 OCCUPANTS

BATTLING CAGES

110

2346 SF

47 OCCUPANTS

MECH. SPACE

850 SF

3 OCCUPANTS

CAFE L.A.D.

517 SF

34 OCCUPANTS

LOCKER ROOM SPACE

700 SF

14 OCCUPANTS

USE A-3 ASSEMBLY

68,782 SF

POOL

B-117

3150 SF

63 OCCUPANTS

POOL DECK

B-126

2387 SF

159 OCCUPANTS

USE B BUSINESS

8,195 SF

TENANT SUITE B

103

3571 SF

37 OCCUPANTS

TENANT SUITE A

102

3558 SF

37 OCCUPANTS

SOCCER FIELD

B-116

29647 SF

593 OCCUPANTS

SOCCER PRACTICE

B-112

7155 SF

144 OCCUPANTS

"BIG PICKLE" PICKLE BALL COURTS

B-113

90 OCCUPANTS

CONCESSIONS

473 SF

3 OCCUPANTS

BATHROOMS

503 SF

22 OCCUPANTS

EAST LOBBY

101

435 SF

4 OCCUPANTS

NOTE: DIAGONAL HATCHED AREAS ARE NOT INCLUDED IN THE PLUMBING CALCULATIONS BECAUSE THEY HAVE THEIR OWN DEDICATED PLUMBING FIXTURES.

OCCUPANCY PLAN / FIRST FLOOR

1" = 20'-0"

1

CITY OF LIVONIA ZONING ORDINANCE

PER SECTION 3.03 - PERMITTED USES BY DISTRICT:

CURRENT ZONING DISTRICT N-2 NEIGHBORHOOD

N-2 PERMITTED USES:

- PARKS AND OUTDOOR RECREATIONAL USES
- EDUCATIONAL USES

N-2 WAIVER USES:

- PRIVATELY OWNED AND OPERATED RECREATIONAL USES

USES NOT ALLOWED IN N-2:

- ESTABLISHMENTS HAVING LIQUOR LICENSES SUCH AS CLASS C, TAVERN, AND CLUB

PER SECTION 5.01 - SPECIAL WAIVER USE STANDARDS FOR PLANNED GENERAL DEVELOPMENT:

(C) USES NOT PERMITTED IN THE ZONING ORDINANCE DISTRICT WITHIN THE PLANNED DEVELOPMENT IS LOCATED MAY BE PERMITTED WHEN SUCH USES ARE PRIMARILY DESIGNED AND INTENDED TO SERVICE RESIDENTS OF ANY PLANNED RESIDENTIAL

THEREFORE, WE ARE APPLYING FOR A PLANNED GENERAL DEVELOPMENT IN ORDER TO OBTAIN A LIQUOR LICENSE FOR CERTAIN PORTIONS OF THE INTERIOR OF THE LIVONIA ATHLETIC DISTRICT.

PER SECTION 6.22 - ESTABLISHMENTS HAVING LIQUOR LICENSES SUCH AS CLASS C, TAVERN, AND CLUB:

(A) ESTABLISHMENTS HAVING LIQUOR LICENSES SUCH AS CLASS C, TAVERN, CLUB, AND SMALL DISTILLER SHALL NOT BE LOCATED WITHIN 1,000' - 0" OF ANY OTHER SUCH LICENSED ESTABLISHMENT AS MEASURED FROM THE ACTUAL PREMISES BEING USED OR PROPOSED FOR USE OF THE RESPECTIVE PROPERTIES

(B) SUCH PROPOSED LICENSED ESTABLISHMENT SHALL BE LOCATED AT LEAST 400' - 0" DISTANT FROM ANY CHURCH OR SCHOOL BUILDING, EITHER PUBLIC OR PAROCHIAL, AS MEASURED FROM THE NEAREST POINT ON THE BUILDING PROPOSED TO BE LICENSED TO THE EXISTING CHURCH OR SCHOOL BUILDING

THE FROST MIDDLE SCHOOL IS APPROXIMATELY 457' - 0" FROM THE LIVONIA ATHLETIC DISTRICT (COMPLIES).

CODE REVIEW / PLANNED GENERAL DEVELOPMENT 11

CITY OF LIVONIA ZONING ORDINANCE

PER SECTION 9.05 - MINIMUM NUMBER OF PARKING SPACES REQUIRED

- PRIVATELY OWNED AND OPERATED RECREATIONAL USES - OFF-STREET PARKING FACILITIES SHALL BE PROVIDED ON THE PREMISES TO ACCOMMODATE 1/3 OF THE TOTAL MEMBER FAMILIES AND/OR INDIVIDUAL MEMBERS OF THE ORGANIZATION
- INDOOR RECREATIONAL USES - ONE PARKING SPACE FOR EACH 200SF OF FLOOR AREAS

TOTAL SF FOR LAD

FIRST FLOOR 76,997 SF

LOWER LEVEL 16,620 SF

TOTAL: 93,597 SF

(93,597/200) =

467.98 PARKING SPACES FOR THE LIQUOR LICENSE AREAS

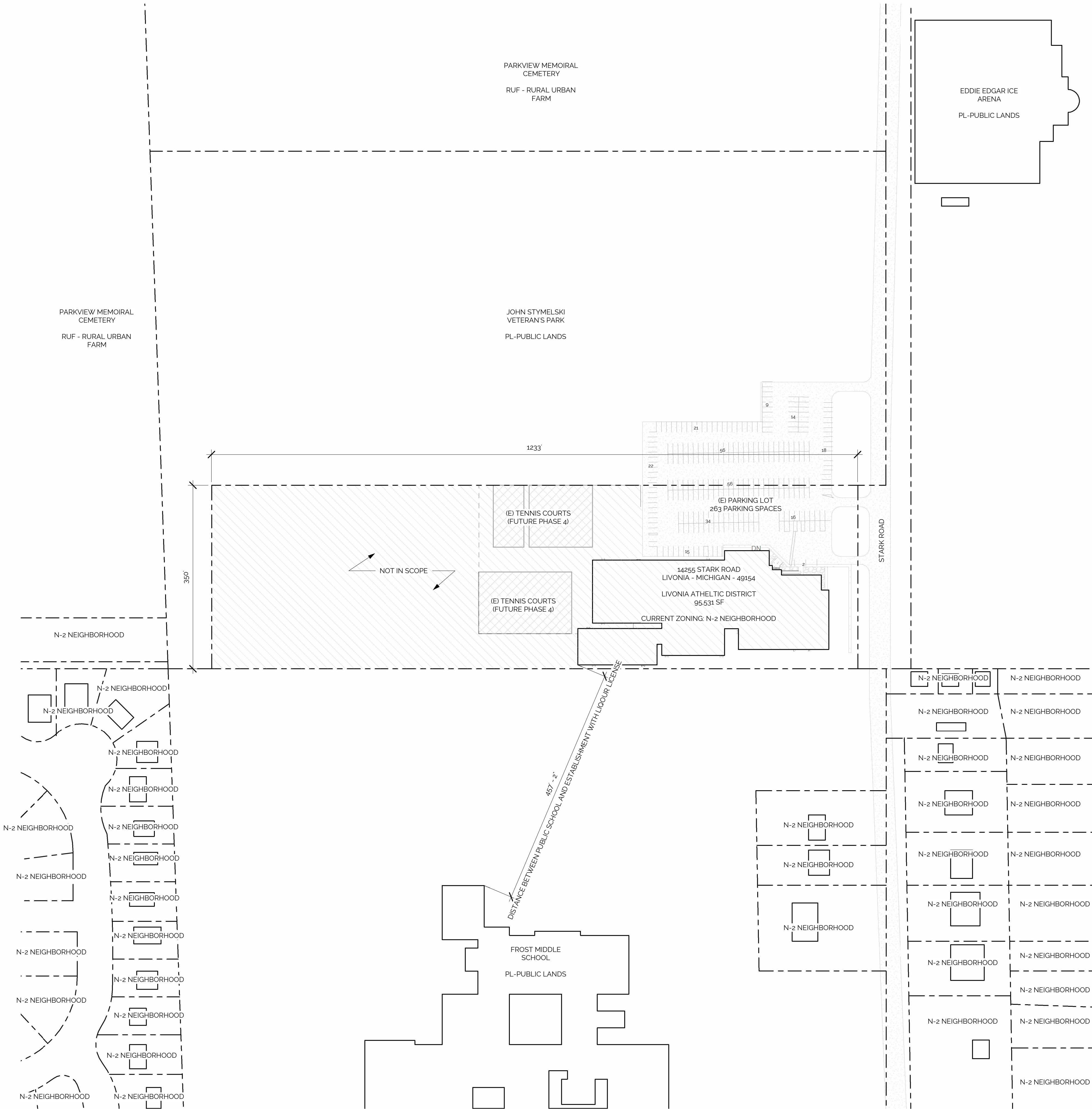
ACTUAL NUMBER OF PARKING SPACES:

263 SPACES (EXISTING NONCOMPLIANT)

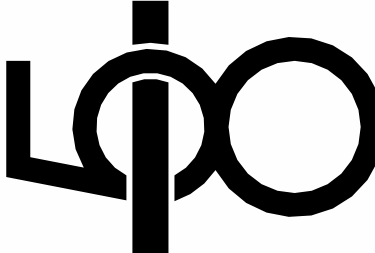
***NOTE:** WHILE THE EXISTING PARKING LOT IS NOT SUFFICIENT FOR THE UPDATED ZONING ORDINANCE'S PARKING REQUIREMENTS, LAD DOES NOT ANTICIPATE USING THE ENTIRE EXISTING PARKING LOT FOR THE FOLLOWING REASONS:

- THE DIFFERENT ACTIVITIES OFFERED AT LAD ARE SEASONAL. THE FUTURE OUTDOOR SPACE WILL NOT BE UTILIZED IN THE WINTER MONTHS, AND THE INTERIOR SPACES WILL NOT BE AS BUSY IN THE SUMMER MONTHS.
- MANY USERS CARPOOL TO AND FROM ACTIVITIES, SUCH AS PRACTICE.
- THE FACILITY HOSTS MANY EVENTS FOR CHILDREN WHO ARE CARPOOL, GET DROPPED OFF, ETC.
- THERE ARE OVERLAPPING OCCUPANCIES. THE PURPOSE OF THE CAFE AND LOUNGE SPACES ARE SO THAT CHILDREN'S PARENTS/GUARDIANS CAN HAVE A SPACE TO ENJOY DURING GAMES/PRACTICE. NO ONE WILL COME TO THE BUILDING FOR THE SOLE PURPOSE OF PURCHASING FOOD/DRINKS.

CODE REVIEW / PARKING 10



AREA PLAN 1



FIVE - EIGHTHS

LIVONIA ATHLETIC DISTRICT

SITE PLAN / AREA PLAN



PROJECT ISSUE DATE: 06/16/2022

C/
1.00

14255 STARK RD - LIVONIA - MICHIGAN - 49154

PLANNED GENERAL DEVELOPMENT WAIVER APPLICATION

SHEET 4 OF 15

2321 VOLCOTT STREET
FERNDALE - MI - 48220

313 - 936 - 0835
INFO@FIVE-EIGHTHS.COM

		PREVIOUS PHASES: PHASE 1 - LIVONIA ATHLETIC DISTRICT PURPOSE: ORIGINAL BUILD-OUT AND EXTERIOR SIGN PERMIT STATUS: COMPLETE CURRENT PHASE: PHASE 2 - PLANNED GENERAL DEVELOPMENT SPECIAL WAIVER USE PURPOSE: TO OBTAIN WAIVER FOR LIQUOR LICENSE FOR SPECIFIC INTERIOR AREAS, INCLUDING LOWER LEVEL NOTES: • THE LOWER LEVEL INTERIOR SHALL BE INCLUDED IN THE WAIVER APPLICATION FOR A LIQUOR LICENSE. MORE DETAILS WILL BE PROVIDED FOR THE INDIVIDUAL TENANT BUILDING PERMIT AS THE TENANTS LEASE IS ASSUMING THE ABILITY TO SERVE ALCOHOLIC BEVERAGES • ALCOHOL WILL BE PROHIBITED IN ALL EQUIPMENT AND MECHANICAL ROOMS BECAUSE THEY ARE TO REMAIN AS IS. STATUS: CURRENT FUTURE PHASES: PHASE 3- INDIVIDUAL BUILDING PERMITS FOR PERMIT FOR LOWER LEVEL TENANT PURPOSE: INTERIOR TENANT BUILDOUT. NOTES: • LOWER LEVEL BATHROOMS TO BE UTILIZED FOR FIRST FLOOR PLUMBING REQUIREMENTS UNTIL PHASE 5 BATHROOMS ARE BUILT • LOWER LEVEL TENANT TO PROVIDE SEPARATE BUILDING PERMIT WITH REQUIRED INFORMATION REGARDING A LIQUOR LICENSE STATUS: FUTURE PHASE 5 - INDIVIDUAL BUILDING PERMITS FOR BACKYARD AND BIG PICKLE NOTES: • FIRST FLOOR OCCUPANTS MAY USE NEW BATHROOMS IN 'BIG PICKLE' AT THE COMPLETION OF THIS PHASE. STATUS: FUTURE
		PROJECT PHASING PLAN / LOWER LEVEL TENANT 1/2" = 1'-0" 2

	NOTE: THE LOWER LEVEL INTERIOR SHALL BE INCLUDED IN THE WAIVER APPLICATION FOR A LIQUOR LICENSE AND MORE DETAILS WILL BE PROVIDED FOR THE INDIVIDUAL TENANT BUILDING PERMIT AS THE TENANTS LEASE IS ASSUMING THE ABILITY TO SERVE ALCOHOLIC BEVERAGES ALCOHOL WILL BE PROHIBITED IN THE OUTLINED AREAS AS ALL EQUIPMENT AND MECHANICAL ROOMS ARE TO REMAIN AS IS.
PLAN / LOWER LEVEL 1" = 10'-0" 1	

FIVE - EIGHTHS

2321 VOLCOTT STREET
FERNDALE - MI - 48220

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LIVONIA ATHLETIC DISTRICT

14255 STARK RD - LIVONIA - MICHIGAN - 48154

FLOOR PLAN / LOWER LEVEL

PLANNED GENERAL DEVELOPMENT WAIVER APPLICATION

SHEET 6 of 15

PROJECT ISSUE DATE:

06/16/2022

A/

1.00

		PREVIOUS PHASES: <u>PHASE 1</u> - LIVONIA ATHLETIC DISTRICT PURPOSE: ORIGINAL BUILD-OUT AND EXTERIOR SIGN PERMIT STATUS: COMPLETE CURRENT PHASE: <u>PHASE 2</u> - PLANNED GENERAL DEVELOPMENT SPECIAL WAIVER USE PURPOSE: TO OBTAIN WAIVER FOR LIQUOR LICENSE FOR SPECIFIC INTERIOR AREAS STATUS: CURRENT FUTURE PHASES: <u>PHASE 3</u> - INDIVIDUAL BUILDING PERMITS FOR PERMITS FOR DOGLEG AND CAFE LAD PURPOSE: INTERIOR TENANT BUILDOUT STATUS: FUTURE <u>PHASE 4</u> - PLANNED GENERAL DEVELOPMENT SPECIAL WAIVER USE PURPOSE: TO OBTAIN WAIVER FOR LIQUOR LICENSE FOR EXTERIOR AREAS STATUS: FUTURE <u>PHASE 5</u> - INDIVIDUAL BUILDING PERMITS FOR BACKYARD AND BIG PICKLE PURPOSE: INTERIOR TENANT BUILDOUT STATUS: FUTURE
		PROJECT PHASING PLAN 3

"BIG PICKLE" PICKLE BALL COURTS B-113 8811 SF SOCCER FIELD B-116 29647 SF SOCCER PRACTICE B-112 7155 SF OBSERVATION LOUNGE 111 1408 SF BATTLING CAGES 110 2346 SF POOL B-117 3150 SF TENANT SUITE B 103 3571 SF TENANT SUITE A 102 3558 SF "DOGLEG" GOLF SIMULATORS ALCOHOL PROHIBITED 1 A/ 2.01, 1 A/ 4.01, 1 A/ 4.02, 1 A/ 4.04		FLOOR PLAN / FIRST FLOOR 1
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FIVE - EIGHTHS

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LIVONIA ATHLETIC DISTRICT

14255 STARK RD - LIVONIA - MICHIGAN - 48154

FLOOR PLAN / FIRST FLOOR

PLANNED GENERAL DEVELOPMENT WAIVER APPLICATION

SHEET 7 of 15

PROJECT ISSUE DATE:
06/16/2022

A/
1.01



2321 WOLCOTT STREET
FERNDAL - MI - 48220
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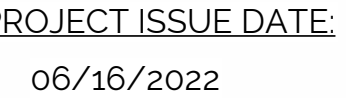
LIVONIA ATHLETIC DISTRICT

14255 STARK RD - LIVONIA - MICHIGAN - 48154

ENLARGED PLANS / CAFE

L.A.D.
PLANNED GENERAL DEVELOPMENT WAIVER APPLICATION

SHEET 9 OF 15



A/
4.01

	PREVIOUS PHASES: <u>PHASE 1</u> - LIVONIA ATHLETIC DISTRICT PURPOSE: ORIGINAL BUILD-OUT AND EXTERIOR SIGN PERMIT STATUS: COMPLETE CURRENT PHASE: <u>PHASE 2</u> - PLANNED GENERAL DEVELOPMENT SPECIAL WAIVER USE PURPOSE: TO OBTAIN WAIVER FOR LIQUOR LICENSE FOR SPECIFIC INTERIOR AREAS, INCLUDING CAFE L.A.D. NOTES: • PRE-MADE CANNED ALCOHOLIC BEVERAGES WILL BE SERVED AT THE CAFE FOR CONSUMPTION IN THE CAFE AND OBSERVATION LOUNGE STATUS: CURRENT FUTURE PHASES: <u>PHASE 3</u> - INDIVIDUAL BUILDING PERMITS FOR PERMIT FOR CAFE L.A.D. PURPOSE: INTERIOR TENANT BUILDOUT. STATUS: FUTURE NOTE: CONSTRUCTION DOCUMENTS FOR CAFE L.A.D. BUILDOUT TO BE SUBMITTED IN FUTURE PHASE 3.	PLANNED GENERAL DEVELOPMENT - SPECIAL WAIVER USE - CAFE L.A.D. <u>CAFE L.A.D. HOURS OF OPERATIONS:</u> MONDAY - 6AM-11PM TUESDAY - 6AM-11PM WEDNESDAY - 6AM-11PM THURSDAY - 6AM-11PM FRIDAY - 6AM-11PM SATURDAY - 6AM-11PM SUNDAY - 6AM-11PM <u>CAFE L.A.D. SECURITY:</u> THERE WILL BE NO SECURITY GUARD NEEDED FOR CAFE <u>CAFE L.A.D. STAFF TRAINING:</u> ALL STAFF WILL BE REQUIRED TO TAKE THE SERVSAFE ALCOHOL TRAINING PROGRAM DAILY TRAINING AND COACHING BY MANAGER ON DUTY <u>CAFE L.A.D. FOOD SERVICE:</u> FOOD: • PACKAGE SANDWICHES • PREPARED SALADS • PACKAGE PASTRIES AND DESSERTS • READY TO USE SOUPS ALCOHOLIC DRINKS: • CANNED COCKTAILS • CANNED BEER • CANNED WINE <u>AVAILABLE BATHROOMS:</u> • ADA UNISEX 109 • WOMEN'S ROOM B-134 • MEN'S ROOM B-135 • LOWER LEVEL BATHROOMS DURING PHASE 2-4 • FUTURE WOMEN'S AND MEN'S ROOMS AFTER PHASE 5
	PROJECT PHASING PLAN / CAFE L.A.D. 6	ADMINISTRATIVE INFORMATION / CAFE L.A.D. 3

LAUNDRY
B-137
380 SF

BATTLING CAGES
110
2346 SF

CAFE L.A.D.
112
517 SF

PREP KITCHEN
114
196 SF

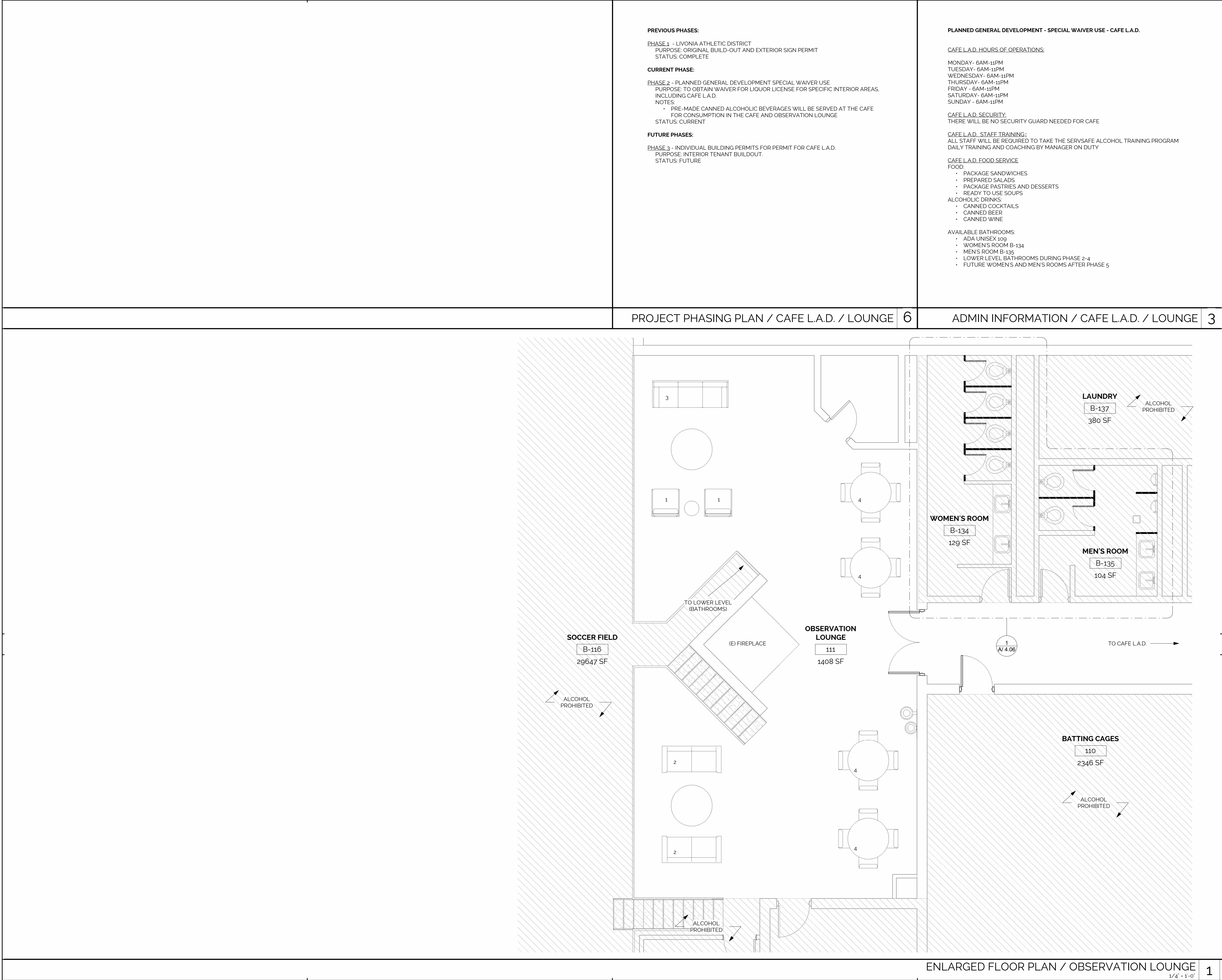
ARCADE
118
643 SF

CORRIDOR
109
288 SF

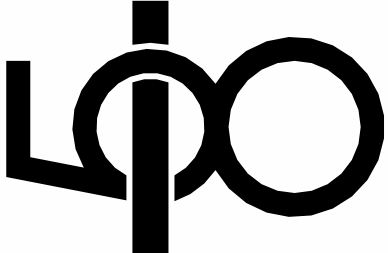
ADA UNISEX
109
53 SF

TENANT SUITE B
103
3571 SF

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



	PREVIOUS PHASES: <u>PHASE 1</u> - LIVONIA ATHLETIC DISTRICT PURPOSE: ORIGINAL BUILD-OUT AND EXTERIOR SIGN PERMIT STATUS: COMPLETE CURRENT PHASE: <u>PHASE 2</u> - PLANNED GENERAL DEVELOPMENT SPECIAL WAIVER USE PURPOSE: TO OBTAIN WAIVER FOR LIQUOR LICENSE FOR SPECIFIC INTERIOR AREAS, INCLUDING CAFE L.A.D. NOTES: • PRE-MADE CANNED ALCOHOLIC BEVERAGES WILL BE SERVED AT "DOGLEG" GOLF SIMULATORS FOR CONSUMPTION IN "DOGLEG" GOLF SIMULATORS STATUS: CURRENT FUTURE PHASES: <u>PHASE 3</u> - INDIVIDUAL BUILDING PERMITS FOR PERMIT FOR DOGLEG PURPOSE: INTERIOR TENANT BUILDOUT. STATUS: FUTURE NOTE: CONSTRUCTION DOCUEMTNS FOR "DOGLEG" GOLF SIMULATORS TO BE SUBMITTED AT LATER PHASE.	PLANNED GENERAL DEVELOPMENT - SPECIAL WAIVER USE - DOGLEG <u>DOGLEG HOURS OF OPERATIONS:</u> MONDAY - 6AM-11PM TUESDAY - 6AM-11PM WEDNESDAY- 6AM-11PM THURSDAY- 6AM-11PM FRIDAY - 6AM-11PM SATURDAY- 6AM-11PM SUNDAY - 6AM-11PM <u>DOGLEG SECURITY:</u> THERE WILL BE NO SECURITY GUARD NEEDED FOR DOGLEG <u>DOGLEG STAFF TRAINING:</u> ALL STAFF WILL BE REQUIRED TO TAKE THE SERVSAFE ALCOHOL TRAINING PROGRAM DAILY TRAINING AND COACHING BY MANAGER ON DUTY <u>DOGLEG FOOD SERVICE</u> ALCOHOLIC DRINKS: • CANNED COCKTAILS • CANNED BEER • CANNED WINE <u>AVAILABLE BATHROOMS:</u> • ADA UNISEX 109 • WOMEN'S ROOM B-134 • MEN'S ROOM B-135 • LOWER LEVEL BATHROOMS DURING PHASE 2-4 • FUTURE WOMEN'S AND MEN'S ROOMS AFTER PHASE 5
	PROJECT PHASING PLAN / "DOGLEG" 6	ADMINISTRATIVE INFORMATION / "DOGLEG" 3



FIVE - EIGHTHS

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LIVONIA ATHLETIC DISTRICT

14255 STARK RD - LIVONIA - MICHIGAN - 48154

ENLARGED PLANS / "DOGLEG"

PLANNED GENERAL DEVELOPMENT WAIVER APPLICATION

SHEET 11 OF 15



PROJECT ISSUE DATE:
06/16/2022

A/
4.03

	CURRENT PHASE: PHASE 2 - PLANNED GENERAL DEVELOPMENT SPECIAL WAIVER USE PURPOSE: TO OBTAIN WAIVER FOR LIQUOR LICENSE FOR SPECIFIC INTERIOR AREAS, INCLUDING 'BIG PICKLE' PICKLEBALL COURTS NOTES: • PRE-MADE CANNED ALCOHOLIC BEVERAGES WILL BE SERVED AT 'BIG PICKLE' PICKLEBALL COURTS FOR CONSUMPTION IN 'BIG PICKLE' STATUS: CURRENT FUTURE PHASES: PHASE 4 - PLANNED GENERAL DEVELOPMENT SPECIAL WAIVER USE PURPOSE: TO OBTAIN WAIVER FOR LIQUOR LICENSE FOR EXTERIOR AREAS STATUS: FUTURE PHASE 5 - INDIVIDUAL BUILDING PERMITS FOR BACKYARD AND 'BIG PICKLE' PICKLEBALL COURTS PURPOSE: INTERIOR TENANT BUILDOUT, EXTERIOR BUILDOUT STATUS: FUTURE NOTE: CONSTRUCTION DOCUMENTS FOR "BIG PICKLE" PICKLEBALL COURTS TO BE SUBMITTED AT LATER PHASE.	PLANNED GENERAL DEVELOPMENT - SPECIAL WAIVER USE - BIG PICKLE BIG PICKLE HOURS OF OPERATIONS: MONDAY - 6AM-11PM TUESDAY - 6AM-11PM WEDNESDAY - 6AM-11PM THURSDAY - 6AM-11PM FRIDAY - 6AM-11PM SATURDAY - 6AM-11PM SUNDAY - 6AM-11PM BIG PICKLE SECURITY: THERE WILL BE NO SECURITY GUARD NEEDED FOR CONCESSIONS BIG PICKLE STAFF TRAINING: ALL STAFF WILL BE REQUIRED TO TAKE THE SERVSAFE ALCOHOL TRAINING PROGRAM DAILY TRAINING AND COACHING BY MANAGER ON DUTY BIG PICKLE FOOD SERVICE ALCOHOLIC DRINKS: • CANNED COCKTAILS • CANNED BEER • CANNED WINE AVAILABLE BATHROOMS: • FUTURE WOMEN'S ROOM 116 • FUTURE MEN'S ROOM 117
	PROJECT PHASING PLAN / "BIG PICKLE"	ADMINISTRATIVE INFORMATION / "BIG PICKLE"

	ENLRAGED FLOOR PLAN / "BIG PICKLE" 1/8" = 1'-0"
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FIVE - EIGHTHS

2321 VOLCOTT STREET
FERNDALE - MI - 48220
313 - 936 - 0835
INFO@FIVE-EIGHTHS.COM

LIVONIA ATHLETIC DISTRICT

14255 STARK RD - LIVONIA - MICHIGAN - 48154

ENLARGED PLANS / "BIG PICKLE"

PLANNED GENERAL DEVELOPMENT WAIVER APPLICATION

SHEET 12 OF 15

PROJECT ISSUE DATE:
06/16/2022

A/

4.04

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 22, 2022

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2022-06-02-14 – 14255 Stark 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 use at this time. The parcel is assigned the address of **#14255 Stark Road**.

The existing building is currently serviced by water main, storm and sanitary sewer. The drawings do not indicate any alterations to the existing services, so we do not anticipate any issues with the proposed waiver use.

It should be noted that should the owner need to modify any of the existing utilities, or do any work within the Stark Road right-of-way, drawings will need to be submitted to this Department to determine if permits will be required.

Should you have any additional questions on this matter, please feel free to contact myself at (734) 466-2608 or the City Engineer, Mr. Todd Zilincik at (734) 466-2561. If you would prefer, you can e-mail either of us at dlear@livonia.gov or tzilincik@livonia.gov.

Sincerely,

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

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

cc: 2022 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: July 8, 2022
TO: Scott O. Miller, Planner IV
FROM: Livonia Fire Prevention Division
SUBJECT: Petition 2022-06-02-14 14255 Stark

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:

On submitted plans, please include nearest fire hydrant location(s).

This site may require an automatic sprinkler system based on A-2, A-3 use.

Hydrants shall be located between 50 feet and 100 feet from the Fire Department connection. NFPA 14, 2019 6.4.5.4

A further detailed plan review will take place when this division receives an official plan set.

Sincerely,

Brian Kukla

Brian Kukla-Fire Marshal
Sr. Fire Inspector

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 11th, 2022

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

Re: Petition 2022-06-02-14 - 14255 Stark 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,

Scott Sczepanski, 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: July 11, 2022

To: Scott O. Miller

From: Jerome Hanna

RE: Petition 2022-06-02-14 – 14255 Stark 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 1, 2022

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

Petition 2022-06-02-14 - 14255 Stark Road

Dear Mr. Miller,

I have reviewed the address connected with the above noted petition. The following amounts are due to the City of Livonia:

Unpaid water and sewer charges:	\$ 4,309.84
Unpaid delinquent false alarm charges:	\$ 660.70
 Total Due City of Livonia	 \$ 4,970.54

Please contact me if you have any further questions.

Very truly yours,


Connie Kumpula
Chief Accountant

CK: jw

Transaction Statement

Service Address

14255 STARK
LIVONIA, MI 48154

Mailing Address

STARK ROAD HOLDINGS LLC
14255 STARK
LIVONIA, MI 48154

Account Number

000304100-001

Amount Due

\$4,309.84

Account Number

000304100-001

From - Through

01/01/2022 - 07/01/2022

Services

Water & Sewer - Metered

Service Address

14255 STARK
LIVONIA, MI 48154

Beginning Balance

\$2,041.86

Date	Type	Amount	Description
01/13/2022	Penalty	\$61.26	
01/14/2022	Bill	\$3,386.61	Due Date 02/10/2022
01/26/2022	Payment	(\$5,428.47)	Check
02/14/2022	Penalty	\$1.84	
02/15/2022	Bill	\$8,276.61	Due Date 03/10/2022
03/14/2022	Penalty	\$250.19	
03/15/2022	Bill	\$1,153.51	Due Date 04/11/2022
03/16/2022	Payment	(\$8,339.71)	Check
04/13/2022	Penalty	\$42.11	
04/14/2022	Bill	\$1,243.16	Due Date 05/10/2022
05/12/2022	Penalty	\$80.67	
05/13/2022	Bill	\$737.86	Due Date 06/10/2022
06/15/2022	Penalty	\$105.23	
06/16/2022	Bill	\$697.11	Due Date 07/11/2022

Total Due

\$4,309.84

Transaction Statement

Account Number

000304100-001

Account #2068

Read/Write Mode

Commercial

Unknown

Incident:	STARK ROAD HOLDINGS	14255 STARK	LIVONIA	MI	48154
Billing:	STARK ROAD HOLDINGS	14255 STARK	LIVONIA	MI	48154

☐ Exempt ☐ Reg
☐ Exempt

Effective
Date(s):
1/23/2006 -

Account History

☒ Current YearMonth: 

Date Range:

☐ All DatesFrom: 1/1/2022 To: 6/13/2022 

Show Transaction Types

☒ Notes☒ Finances☒ Incidents☒ Correspondences☐ Activity Logs☐ Tasks☐ Bill Dates

Date Time	Reference	Description	Notes	Disposition	Amount
6/8/2022 3:21:21 PM	83852	Invoice Generated	Invoice # 83852 for 05/01/2022 printed and sent to BA STARK ROAD HOLDINGS LLC 14255 STARK		\$660.70
6/1/2022 12:00:00 AM		Past Due Balance	Balance for Period 5/1/2022 thru 5/31/2022 billed 6/1/2022		\$660.70
5/31/2022 11:59:00 PM		Late Payment Interest Penalty	Late Charge of \$3.57 on balance of \$357.13		\$3.57
5/30/2022 3:50:29 PM	LI- 220018642	Sixth in the calendar year	BUILDING SECURE, MAIN LOBBY DOOR #2... JOHN HARTZELL 248 854 8005, BUSINESS SECURE, Officer Narative: LINEVILLEJ - 15:50:29 - MAIN LOBBY DOOR #2... JOHN HARTZELL 248 854 8005 LIJENGB - 16:08:05 - BUSINESS SECURE LIALGHAZALYA - 16:09:36 - BUILDING SECURE	CFA	\$300.00
5/12/2022 11:41:48 AM	83786	Invoice Generated	Invoice # 83786 for 04/01/2022 printed and sent to BA STARK ROAD HOLDINGS LLC 14255 STARK		\$357.13
5/1/2022 12:00:00 AM		Past Due Balance	Balance for Period 4/1/2022 thru 4/30/2022 billed 5/1/2022		\$357.13
4/30/2022 11:59:00 PM		Late Payment Interest Penalty	Late Charge of \$3.54 on balance of \$353.59		\$3.54
4/11/2022 2:47:36 PM	83724	Invoice Generated	Invoice # 83724 for 03/01/2022 printed and sent to BA STARK ROAD HOLDINGS LLC 14255 STARK		\$353.59
4/1/2022 12:00:00 AM		Past Due Balance	Balance for Period 3/1/2022 thru 3/31/2022 billed 4/1/2022		\$353.59
3/31/2022 11:59:00 PM		Late Payment Interest Penalty	Late Charge of \$0.53 on balance of \$53.06		\$0.53
3/28/2022 12:49:46 AM	LI- 220010365	Fifth call in the calendar year	BUILDING SECURE, ALARM APPEARS FALSE., GYM 1 MOTION KH:JOE DEVERTEUIL 2482782906, Officer Narative: LIGRADINSCAKJ - 00:49:46 - GYM 1 MOTION KH:JOE DEVERTEUIL 2482782906 LIEDWARDSJ - 01:37:03 - BUILDING SECURE, ALARM APPEARS FALSE.	CFA	\$200.00

3/11/2022 4:02:16 PM	83647	Invoice Generated	Invoice # 83647 for 02/01/2022 printed and sent to BA STARK ROAD HOLDINGS LLC 14255 STARK		\$53.06
3/2/2022 12:21:20 AM	LI- 220006992	Fourth call in the calendar year	TITLE INFORMATION: 3RD PARTY EMPLOYEE ON SCENE WORKING ON THE HEALTHQUEST SECTION. TRIPPED THE MOTION ALARM AND UNABLE TO RESET IT., STEPHAN KEITH EBERHARD CHECKING BUILDING, OUT SPEAKING WITH EMPLOYEE, NORTH-EAST DOOR KEY HOLDER...CHRIS SARTZILL 2486400193, Officer Narrative: LIGRADINSCAKJ - 00:21:20 - NORTH-EAST DOOR KEY HOLDER...CHRIS SARTZILL 2486400193 LINEWTONT - 00:27:53 - TITLE INFORMATION: 00:29:19 -CHECKING BUILDING LINEWTONT - 00:30:49 - OUT SPEAKING WITH EMPLOYEE LIHILLT - 00:42:21 - STEPHAN KEITH EBERHARD 00:43:08 - 3RD PARTY EMPLOYEE ON SCENE WORKING ON THE HEALTHQUEST SECTION. TRIPPED THE MOTION ALARM AND UNABLE TO RESET IT.	CFA	\$100.00
3/1/2022 12:00:00 AM		Past Due Balance	Balance for Period 2/1/2022 thru 2/28/2022 billed 3/1/2022		\$53.06
2/28/2022 11:59:00 PM		Late Payment Interest Penalty	Late Charge of \$0.53 on balance of \$52.53		\$0.53
2/23/2022 10:51:32 AM		Payment	Paid - via FAB [8289]	Check Payment	(\$100.51)
2/14/2022 12:12:10 PM	83560	Invoice Generated	Invoice # 83560 for 01/01/2022 printed and sent to BA STARK ROAD HOLDINGS LLC 14255 STARK		\$153.04
2/1/2022 12:00:00 AM		Past Due Balance	Balance for Period 1/1/2022 thru 1/31/2022 billed 2/1/2022		\$153.04
1/31/2022 11:59:00 PM		Late Payment Interest Penalty	Late Charge of \$1.02 on balance of \$102.02		\$1.02

1/23/2022 12:27:46 AM	LI- 220002437	Third call in the calendar year	EAST SERVICE DOOR KEY HOLDER-JOHN HARTEL 248-854-8005..ALARM COMPLANY STATED THEY GOT IN TOUCH W JOHN, WHO STATED NO ONE SHOULD BE A THE BUSINESS, UNABLE TO SECURE THE DOOR, HOWEVER THE BUILDING IS NOT OCCUPIED. OFFICERS SET OFF NUMEROUS ALARMS WHILE CHECKING BUILDING, MOTION ALARMS DID NOT APPEAR TO BE GOING OFF PRIOR TO ENTRY, UNSECURED NORTH DOOR, Officer Narative: LINOUHANH - 00:27:46 - EAST SERVICE DOOR KEY HOLDER-JOHN HARTEL 248-854-8005..ALARM COMPLANY STATED THEY GOT IN TOUCH W JOHN, WHO STATED NO ONE SHOULD BE A THE BUSINESS LIHARMONM - 00:46:28 - UNSECURED NORTH DOOR LIARPINOJ - 00:58:28 - UNABLE TO SECURE THE DOOR, HOWEVER THE BUILDING IS NOT OCCUPIED. OFFICERS SET OFF NUMEROUS ALARMS WHILE CHECKING BUILDING, MOTION ALARMS DID NOT APPEAR TO BE GOING OFF PRIOR TO ENTRY	CFA	\$50.00
1/22/2022 4:04:57 AM	LI- 220002354	Second call in the calendar year	GYM 1 NORTHEAST CORNER MOTION KEYHOLDER JOHN HARTZELL 248-854-8005, MARK JOHN WEBER 37: OUT WITH A MALE ON THE SOUTH SIDE, Officer Narative: LIBECKMANK - 04:04:57 - GYM 1 NORTHEAST CORNER MOTION KEYHOLDER JOHN HARTZELL 248-854-8005 LIPROCTORJ - 04:12:36 - 37: OUT WITH A MALE ON THE SOUTH SIDE LIPROCTORJ - 04:17:31 - MARK JOHN WEBER STATUS: NO REAL ID: NO SECURE	CFA	\$0.00
1/21/2022 1:55:21 AM	LI- 220002219	First call in the calendar year	MOTION IN THE NORTH EAST CORNER... NO KEYHOLDER INFORMATION, SECURE, ALL DOORS LOCKED AN NO SIGNS OF ENTRY/DAMAGE TO THE BUILDING., Officer Narative: LIMASONG - 01:55:21 - MOTION IN THE NORTH EAST CORNER... NO KEYHOLDER INFORMATION LIRILEYN - 02:10:13 - SECURE, ALL DOORS LOCKED AN NO SIGNS OF ENTRY/DAMAGE TO THE BUILDING.	CFA	\$0.00
1/11/2022 11:00:03 AM		Payment	Paid - via FAB [8289]	Check Payment	(\$50.50)
1/7/2022 3:13:42 PM	83441	Invoice Generated	Invoice # 83441 for 12/01/2021 printed and sent to BA STARK ROAD HOLDINGS LLC 14255 STARK		\$152.52
1/1/2022 12:00:00 AM		Past Due Balance	Balance for Period 12/1/2021 thru 12/31/2021 billed 1/1/2022		\$152.52

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 20, 2022

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

Re: Petition 2022-06-02-14

14255 Stark Road
Stark Road Holdings LLC

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 delinquent taxes due, therefore I do have objections to the proposal.

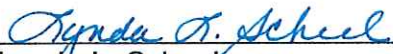
2021 Real Property Winter Taxes:

Winter Bill issued on December 1, 2021

Good through June 30, 2022: **\$53,332.62** - Payable to Wayne County Treasurer

(We do not show any payments have been made towards this bill, either with the City of Livonia prior to March 1, nor with Wayne County since March 1).

Sincerely,


Lynda L. Scheel
Treasurer, City of Livonia

ERIC R. SABREE

WAYNE COUNTY TREASURER
400 Monroe - 5th Floor
Detroit MI 48226-2942



Make checks payable to:
Wayne County Treasurer

Taxpayer Information:
(313) 224-5990

Office Hours:
8:00 a.m. - 4:30 p.m.
Monday through Friday

Web: treasurer.waynecounty.com
Email: taxinfo@waynecounty.com

Mailing Stark Road Holdings LLC
Address: 1515 W LAFAYETTE BLVD STE 201
DETROIT MI 48216

Tax Statement

Number: 2022 - 144047

Date: 06/20/2022



46-46084990003000



17560804

Livonia Real Property Description:

Property Classification:(201) Commerical

Parcel ID: 46084990003000

SEV Amt: \$1,750,000 - 2021

HSTD VAL: \$0

Address: 14255 Stark

PRE: 0%

NON HSTD VAL:
\$1,750,000

Livonia, MI 48154

Legal

Description:

21U2B1 V2A THAT PART OF THE SE 1/4 OF SEC 21 T1S R9E DES AS BEG AT A POINT DISTANT N 0D 49M 15SEC W ALONG THE N AND S 1/4 LINE 1308.82 FT AND S 89D 04M 15SEC E 86 FT FROM THE S 1/4 COR OF SEC 21 AND PROCEEDING TH N 0D 08M 54SEC W 350 FT. TH S 89D 04M 15SEC E 1233.02 FT. TH S 0D 08M 54SEC E 350 FT. TH N 89D 04M 15SEC W 1233.02 FT TO THE POB EXC THE E 43 FT THEREOF 9.56 ACRES

Tax Year	Base Tax	Total Amt Due	Status Description
2021	\$49,382.06	\$53,332.62	DELINQUENT REAL PROPERTY TAX

Total: \$49,382.06 \$53,332.62 If this property is available for payment, the amounts presented here are good on or before 06/30/2022.
By providing these figures this office does not represent that this property can be redeemed or reclaimed.

Created by:3111

Page 1 of 1

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 8, 2022

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

RE: Petition 2022-06-02-14 – 14255 Stark Road (Livonia Athletic District)

Dear Mr. Miller,

We received the plans submitted by Stark Road Holdings L.L.C. requesting Special Waiver Use approval for a Planned Development under Sections 3.04 and 5.02 of the Livonia Vision 21 Zoning Ordinance, as amended, to utilize a Class C liquor license (sale of beer, wine and spirits for consumption on the premises) in connection with the operation of a multi-purpose recreational facility (Livonia Athletic District) at 14255 Stark road, located on the west side of Stark Road between Schoolcraft Road and Lyndon Avenue in the Southeast quarter of Section 21.

The proposed site is in close proximity to Frost middle School at 14041 Stark (444 feet) but does meet the separation requirement distance of at least four-hundred (400) feet distance from any school or church.

After reviewing the plans with the Chief of Police, we have no objections to the waiver being granted, contingent that the petitioner complies with:

- All State Laws
- City Ordinances
- Stipulations and conditions set by the Livonia Police Department, Liquor Investigation Unit, as approved by the Chief of Police
- Stipulations and conditions set by the Traffic Bureau of the Livonia Police Department

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

Sincerely,

FOR THE CHIEF OF POLICE,


Jeffrey Ronayne
Special Services Bureau

OTHER ITEMS RELATED TO THE PETITION

UNAPPROVED MINUTES

1

MINUTES OF THE 1,189th PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, July 19, 2022, the City Planning Commission of the City of Livonia held its 1,189th 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: David Bongero Sam Caramagno Glen Long
 Betsy McCue Carol Smiley Ian Wilshaw

Members absent: Peter Ventura

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 #3 PETITION 2022-06-02-14 Livonia Athletic District

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2022-06-02-14 submitted by Stark Road Holdings L.L.C. requesting Special Waiver Use approval for a Planned Development under Sections 3.04 and 5.02 of the Livonia Vision 21 Zoning Ordinance, as amended, to utilize a Class C liquor license (sale of beer, wine and spirits for consumption on the premises) in connection with the operation of a multi-purpose recreational facility (Livonia Athletic District) at 14255 Stark

Road, located on the west side of Stark Road between Schoolcraft Road and Lyndon Avenue in the Southeast ¼ of Section 21.

Mr. Taormina: Thank you. This is a request for special waiver-use approval to operate a Class-C liquor license. The location is the site of the former YMCA on Stark Road, now operating as the Livonia Athletic District (LAD), a privately-owned, multipurpose health fitness and athletic facility. The property is zoned N-2 (Neighborhood District). Utilization of a Class-C liquor license is possible under Section 5.02, which provides special waiver-use standards for planned developments that allow modifications of the ordinance for uses not permitted in the N-2 district. Uses other than those permitted may be allowed when they relate to an overall concept of a planned development and meet the requirements of Section 5.024, including the proposed use 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 subject property is 9.6 acres in size with 350 feet of frontage on the west side of Stark Road. The various interconnected buildings that make up the LAD are located on the easterly half of the property. The westerly half is mostly wooded and undeveloped. Surrounding land uses include Frost Middle School to the south, John Stymelski Veterans Park to the north and Ford Field to the east, all of which are zoned PL, Public Lands. Single-family homes are located to the east and west, along with Parkview Memorial Cemetery. These areas are zoned N2 and RUF, respectively. LAD would restrict the sale and consumption of alcoholic beverages to specific interior areas of the building. Consumption would be allowed in what is referred to as Cafe LAD, which is a lounge located in the building's main lobby. Consumption would also be allowed in the coin operated arcade room, which is in what was formerly the YMCA's administrative offices located adjacent to the main lobby, as well as the observation lounge overlooking the former tennis courts, now an indoor soccer field. Other locations include the sitting areas adjacent to the golf simulators and indoor putting green, which are the former racquetball courts, the eastern observation area of the pickleball courts, and the connecting hallways between these various areas. The point of sales locations would be in the Cafe LAD and a lounge located adjacent to the indoor putting green. Alcohol would not be allowed on any of the playing surfaces, including the pool and batting cages. Special provisions include a requirement that a proposed Class-C licensed establishment

shall not be located within 1,000 feet of another such licensed establishment. There are no such license establishments within 1,000 feet of the proposed planned development. Another special requirement is that a proposed Class-C license shall be located at least 400 feet from any church or school measured between the buildings. No such establishments are within 400 feet of this planned development. Livonia Athletic District is 447 feet from Frost Middle School and 956 feet from Christ our Savior Lutheran Church and the early childhood center. 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 22, 2022, 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 parcel is assigned the address of #14255 Stark Road. The existing building is currently serviced by water main, storm and sanitary sewer. The drawings do not indicate any alterations to the existing services, so we do not anticipate any issues with the proposed waiver use. It should be noted that should the owner need to modify any of the existing utilities, or do any work within the Stark Road right-of-way, drawings will need to be submitted to this Department to determine if permits will be required."* The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Livonia Fire & Rescue Division, dated July 8, 2022, 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: On submitted plans, please include nearest fire hydrant location(s). This site may require an automatic sprinkler system based on A-2, A-3 use. Hydrants shall be located between 50 feet and 100 feet from the Fire Department connection. NFPA 14, 2019 6.4.5.4 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 11, 2022, which reads as follows: *"I have reviewed the plans in connection with the petition. I have no objections to the proposal."* The letter is signed by Scott Sczepanski, Sergeant, Traffic Bureau. The next letter is from the Inspection Department, dated July 11, 2022, 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 1, 2022, which reads as follows: “I have reviewed the address connected with the above noted petition. The following amounts are due to the City of Livonia: Unpaid water and sewer charges: \$4,309.84 Unpaid delinquent false alarm charges:\$660.70 Total Due City of Livonia \$4,970.54” The letter is signed by Connie Kumpula, Chief Accountant. The next letter is from the Treasurer’s Department, dated June 20, 2022, 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 delinquent taxes due, therefore I do have objections to the proposal. 2021 Real Property Winter Taxes: Winter Bill issued on December 1,2021 Good through June 30, 2022: \$53,332.62 - Payable to Wayne County Treasurer (We do not show any payments have been made towards this bill, either with the City of Livonia prior to March 1, nor with Wayne County since March 1).” The letter is signed by Lynda Scheel, Treasurer. The last letter is from the Division of Police, dated July 8, 2022, and it reads: “We received the plans submitted by Stark Road Holdings L.L.C. requesting Special Waiver Use approval for a Planned Development under Sections 3.04 and 5.02 of the Livonia Vision 21 Zoning Ordinance, as amended, to utilize a Class C liquor license (sale of beer, wine and spirits for consumption on the premises) in connection with the operation of a multi-purpose recreational facility (Livonia Athletic District) at 14255 Stark ro ad, located on the west side of Stark Road between Schoolcraft Road and Lyndon Avenue in the Southeast quarter of Section 21. The proposed site is in close proximity to Frost middle School at 14041Stark (444 feet) but does meet the separation requirement distance of at least four hundred (400) feet distance from any school or church. After reviewing the plans with the Chief of Police , we have no objections to the waiver being granted, contingent that the petitioner complies with: All State Laws City Ordinances, Stipulations and conditions set by the Livonia Police Department, Liquor Investigation Unit, as approved by the Chief of Police Stipulations and conditions set by the Traffic Bureau of the Livonia Police Department We are available to provide any additional information you may desire on this subject.” That is the extent of the correspondence.

Mr. Wilshaw: Thank you. Mr. Taormina. Any questions for our planning staff?

UNAPPROVED MINUTES

5

Mr. Bongero: Mark, there was correspondence from the fire chief? I don't have it in my packet.

Mr. Taormina: It's part of our packet. Going back to that letter, I know that they reference construction, even though there isn't any new construction associated with this petition other than some possible minor interior building modifications.

Mr. Bongero: Did I understand they're talking about fire suppression needed inside the building?

Mr. Taormina: Yes, but I don't believe the operation of a liquor license would trigger the need to add a fire suppression system. I will have to get clarification from the Senior Fire Inspector.

Mr. Bongero: It'd be a lot of work to have to try to wrap it up. I guess I had one other question...has the petitioner made any type of arrangements for these back fees, water and sewer and taxes?

Mr. Taormina: I'm going to let the petitioner respond to that question. I'm not aware of any, but that doesn't mean that there haven't been some discussions.

Mr. Bongero: Okay. Thank you.

Mr. Wilshaw: We'll ask the petitioner that when he gets an opportunity to come forward, it'll be just a minute. Is there any other questions for our planning staff? Okay, no other questions for our planning staff. So now, our petitioner is up, we'll give him a minute to get over to our podium. And again, we'll ask that you start with your name and address and good evening.

Good evening, Jonathan. Hartzell, 31196, Churchill Drive, Beverly Hills, MI.

Mr. Wilshaw: Okay. And you did hear a question regarding the payment of some back property taxes and other fees. Did you want to address that first and then you can get into any other presentation you'd like to make?

Mr. Hartzell: Sure. Wonderful. Yeah, um, we'll set up a payment plan with the city. Try to get all knocked out before October 1. I'm not sure who to talk to. I'll just talk to the Treasurer on that, I guess. Just set up ah, schedule payment plan, I guess.

Mr. Wilshaw: All right. Any other information you'd like to provide? Before we get into questions?

UNAPPROVED MINUTES

6

Mr. Hartzell: No, I think we'll just go to questions. We had a good session last week, and I assume you guys still have some questions from there. So, I'd like to hear from you guys.

Mr. Wilshaw: That sounds great. Any questions for our petitioner? Ms. Smiley?

Ms. Smiley: Can you tell me where those stations would be located that they're able to get drinks or beer or wine or whatever?

Mr. Hartzell: Sure. As you walk in the entryway where your mouse is going, North, I guess, above the batting cages, there's an entryway, there. You see a vestibule and right to the left of the...or to the right of that you can see a little L shaped mill package to the left of your mouse. Right there is your kiosk for your little cafe space. And in front of that, that big open space in front, a little dining seating space where you can sit in and partake, that's kind of the hub of the building. So, if you walk in and turn to the right, you're gonna get to office space and Healthquest physical therapy and another suite not finished. If you'd walk straight and gone through the door in front of it, you get to the pool space, and if you walk left and go down, and you get to the soccer sports space. So, that kind of main common core where you're running the mouse and down the core, that's the real drinking facility in space. So, you can go and watch sport happen. You can sit and dine after a workout right there. And there is an arcade right there to entertain it. Then, as we're asking for the rights to have in the dogleg simulator, that's a future tenant space. So, we're just, you know, that's their build plan is to put golf simulators and a little lounge in there, but that'll be a secondary permit for them. We just want to make sure we have the right to have use in that space. And then to the left, I guess, all the way down there, you can see by the bathrooms, there's a little...pickleball courts are on the left of that dotted line, and the space for the dotted line and the doorway, it's kind of a lounge space where there's just a seated area, and there's an opportunity to sit and have a cocktail. And there's a little room there by itself. That's set up as a little lounge with couch and chairs to congregate between matches.

Ms. Smiley: So, there's really three places so you have personnel in all those places checking ID's and...

Mr. Hartzell: Yup.

UNAPPROVED MINUTES

7

- Ms. Smiley: Okay, well, that's interesting. I'm familiar with...I mean, I know that we have a place that has golf simulators, and they have parties and stuff, but it's like one section. It's a one unit in a shopping mall. I'm familiar with that. I'm not familiar with this setup. But as one Commissioner until these...that \$58,000 is paid, I don't think I'm interested in approving any kind of liquor sale.
- Mr. Wilshaw: Okay, thank you, Ms. Smiley. Any other questions for Petitioner? Ms. McCue?
- Ms. McCue: Just to double click on the staffing of those items. So, you're going to have three individuals at all times, or will those places not be open at all times?
- Mr. Hartzell: Yeah, so some might not be open. Just depends on the time of day.
- Ms. McCue: Because the logistics, obviously, as we know, I'm singing to the choir, right? But having alcohol, it's going to have to be manned. Just that always kind of makes me a little panicked when you have a lot of kids running around there. I'm sure you have it under control, but just having three separate individuals that are going to strictly be in charge of alcohol sales, I don't...from a logistics standpoint, that seems like a lot.
- Mr. Hartzell: So, I own a place called Detroit shipping company. It's a 12,000 square foot, two-story, food hall. It's got six food vendors. We have four different points of sale of beer, wine, liquor. In the backyard, which has a sand volleyball pit, it's very family friendly, I kind of built it around...I have four children, and we go to Detroit city, there was nowhere ever to go with your kids. It's really hard. I kind of built this, and if you ever go there, you'll see kids are kind of running around all the place. Families, big family gathering space, and there is four points of sale like are there and we are controlled by MLCC, and there's heavy fines and regulations and how that your staff is trained. And, you know, it's not worth the value of goofing off of that because you lose, you know, especially when it's \$75,000 for a license plus annual expenses.
- Ms. McCue: What's the attendance at a place like that versus what you have right now going on?

UNAPPROVED MINUTES

8

- Mr. Hartzell: At Detroit Shipping Company, we have a 500-person capacity. We do a lot there. Weekends it really gets busy. Hate to say it, but about 200,000 people go through annually in the space.
- Ms. McCue: Okay, thank you. Thank you.
- Mr. Wilshaw: Thank you, Ms. McCue. Any other questions for our petitioner? Mr. Bongero?
- Mr. Bongero: I just...I guess I do have a concern about the back fees. How's business going over there? I mean, it looks pretty busy every time I drive by there. But...
- Mr. Hartzell: Yeah, it's...we bought June 4, last summer, and went under remodel and opened the back courts of the sports spaces, soccer space, early in October, but really didn't get our marketing and into the real segment of the sports community until March, April. That's when our pool opened up. So, really our first year of true business because a calendar year of the sports world starts in October, So, we're really just kind of, you know, carrying on that first year of just opening so it's kind of slow on that level, you know, below expectation, but our leases that we've pulled from club sports and other third parties for next year is really ramped up. So it's like 40% higher than first year.
- Mr. Bongero: Yeah, I just...I guess I'd be concerned, you know. that the fees are, you know, they're doing or they're delinquent, you're gonna have to make a payment plan, but I know that liquor license is not cheap. So, you're gonna have to outlay that money to get this license, but it seems like, you know, you're struggling to make the other payments. I guess I'd be concerned about that 'til we saw those fees paid up. That's my feeling, though. Whether or not I agree, you know, for this or not, but I'm in agreement with Commissioner Smiley about that. So, thanks.
- Mr. Wilshaw: Thank you, Mr. Bongero. Any other questions for petitioner? Mr. Caramagno?
- Mr. Caramagno: Sir, when you said when you walk in the original lobby, you said there's a kiosk. What's the kiosk?
- Mr. Hartzell: A cafe, you know, front end. So, you can buy, you know, food, drink, different little things there. So, it's just a cafe front.

UNAPPROVED MINUTES

9

Mr. Caramagno: There's no kiosk availability of mixed drinks and a can or a beer out of this? If you show an ID, is there? Is there any possibility of that? Or is that just...

Mr. Hartzell: No, it'd be someone standing there at a POS system selling goods.

Mr. Caramagno: So, it'd be a staffed person in the lobby, or at the other couple of stations?

Mr. Hartzell: That is correct.

Mr. Caramagno: Is there a manager that's on site all the time here?

Mr. Hartzell: There is now yeah.

Mr. Caramagno: There is now versus there wasn't before?

Mr. Hartzell: Our partnership was in there. We just hired a general manager to run the building.

Mr. Caramagno: Okay, so there will be someone there during all business hours?

Mr. Hartzell: That's right.

Mr. Caramagno: Okay. What is the...tell me about the urgency to put this liquor in there now versus being stabilized to some extent because I obviously share the same concerns with the taxes and water and the alarms not being paid, and so what is the urgency now? Is the urgency to...what is that?

Mr. Hartzell: Yeah, a big part of it, as I mentioned, like the dogleg in some of the lease spaces, they're reliant on that usage to come in and sign their leases. So, it's part of the contingency on my end is I have to get approval to have like a license in the building.

Mr. Caramagno: So really, this license is an attractant to future current tenants, future tenants, and without this, are you saying this thing's in trouble?

Mr. Hartzell: No, not at all. We just didn't pay a few bills, just because how they're capitalized, our partnership group, and we're actually buying a partner out in the middle, so it's just kind of a little legal moment. So, it's movement of cash. It's just kind of goofy. So, we have the funds to move. It's just how it's all unfolding, and so it'll be done in the next three to six weeks. With that, just going

through that, and then I'm able to release all the funds. That's why said, it's like, I don't have anything set up. But you know...

Mr. Caramagno: You say just not paying a few bills. Well, these are pretty substantial bills for the City of Livonia. You're a property owner, and you're coming to us asking for something else, and you're not just paying a couple bills, and you want to move on without taking care of the prior arrangements and engagement you have. So, that's troubling to me. I'd like to see you slow down on the urgency with this thing. Straighten this this issue up, and then come back and see us. That's my opinion.

Mr. Wilshaw: Thank you for your thoughts, Mr. Caramagno. Any other questions or comments to our petitioner? There is no one else in our audience to speak for or against this. So, Mr. Hartzell, I will give you a chance to have the last word.

Mr. Hartzell: I just appreciate the time everyone puts into these meetings, right? You get together on your time in the evening. You know, I'd love to be able to say that we paid those beforehand. I just couldn't move it with my partners on whatever reasons we have going forth. The business is good, strong, we've got a lot of great, you know, movement with third party lease tenants coming through. A lot of clubs coming through. You probably...if you go during the day, you've seen the sports camps going on. So, it's really bringing back a lot of, of that traffic that was there before. It takes a little bit of time, you know, but it's coming. You know, I own four or five different businesses and your ones generally are tough ones to get through, but our partnership is very strong, very well fiscally supported. It's just, again, we have a little bit of a hiccup with one of our partners we had to move on from so don't be afraid of the business. It'll be the long-standing business and community. We will solve the problem of what was left in front of us with the tax bill and we'll come back and solve it.

Mr. Wilshaw: Thank you, Mr. Hartzell.

Ms. Smiley: May I ask one more question?

Mr. Wilshaw: Of course.

Ms. Smiley: Are you trying to get more adults than kids? I when I first saw this, I thought this was going to be something for children, but you're trying to lean towards more like the golf simulator and

that kind of stuff. This is more of an adult athletic club kind of thing.

Mr. Hartzell: Oh, no, no family oriented, right? Golf is, if you look at, the 90,000 square foot facility, right, and that's 3000 square feet, right? In the sports facilities from, you know, eight in the morning till about seven at night are all youth, and then from seven at night 'til 11pm is adult. So, if you just, you know, start taking the different times and zones, we're just trying to be a place that you can come and congregate and entertain, and have a good time and be it that you're an adult at night, your adult in the simulator, or if your family comes in and do all your things, you can partake in that, right.

Ms. Smiley: Okay, like I said, my real problem I don't ever remember, and I've been on the Commission for quite a long time that we had a \$58,000 bill and then we approved something else. So that's gonna make me a hard no. Okay, thank you, Mr. Chair.

Mr. Wilshaw: Thank you, Ms. Smiley. Any other comments? Just one question Mr. Hartzell. The pickleball, I'm not super familiar with it, but I know it does tend to appeal toward an older audience. Is that more of an adult oriented sport even during the day? Are there youth playing pickleball as well?

Mr. Hartzell: No, there's no youth in there. That's all adults. And that's really 40 and up. They come seven in the morning, and some groups leave at 10 at night.

Mr. Wilshaw: Okay so you do get some daytime activity from the pickleball with adults.

Mr. Hartzell: Yeah, and then like Healthquest, that's all adults, older. On the north side, like I said, I put an office in there from hospitality company that runs all the other businesses I mentioned. So, that's a good group of young adults, and then like the simulator space, but that simulator space, as you know, it'd be later in the evening. It's a good mix.

Mr. Wilshaw: All right, very good. Thank you. Appreciate that. If there's no other questions or comments on this item, I will close the public hearing at this time and a motion would be in order.

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

#07-41-2022 **RESOLVED**, That pursuant to a Public Hearing having been held by the City Planning Commission on July 19, 2022, on Petition 2022-06-02-14 submitted by Stark Road Holdings L.L.C. requesting Special Waiver Use approval for a Planned Development under Sections 3.04 and 5.02 of the Livonia Vision 21 Zoning Ordinance, as amended, to utilize a Class C liquor license (sale of beer, wine and spirits for consumption on the premises) in connection with the operation of a multi-purpose recreational facility (Livonia Athletic District) at 14255 Stark Road, located on the west side of Stark Road between Schoolcraft Road and Lyndon Avenue in the Southeast ¼ of Section 21, the Planning Commission does hereby recommend to the City Council that Petition 2022-06-02-14 be denied for the following reasons:

1. That the petitioner has failed to affirmatively show that the proposed utilization of a Class C liquor license at this location would comply with all the general waiver use standards and requirements as set forth in Sections 3.04 and 5.02 of the Livonia Vision 21 Zoning Ordinance, as amended.
2. That the petitioner has not sufficiently demonstrated that the proposed utilization of a Class C liquor license at this location would be compatible to and in harmony with surrounding residential neighborhoods in the area.
3. That it has not been demonstrated that the utilization of a Class C liquor license at this location is needed for this facility to flourish.
4. That the petitioner has failed to adequately demonstrate that the facility has the capacity to accommodate the proposed Class C liquor license, and
5. That the utilization of a Class C liquor license at this location is contrary to the goals and objectives of the Zoning Ordinance which, among other things, are intended to ensure suitability and appropriateness of uses.

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: Is there any discussion?

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



LETTER TO THE LIVONIA CITY COUNCIL

10.

Council Office
October 9, 2023

MEETING DATE

R101623

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

REQUEST TO APPROVE REVISED APPLICATION FOR COMMERCIAL REHABILITATION EXEMPTION CERTIFICATE: Ducati Detroit, re: to reflect the owner of record of the property located at 19265 Victor Parkway, Livonia, MI 48152, from CJK Investments, LLC to Future Land Holdings, LLC.

BACKGROUND DETAILS

The application submitted for the CREC from CJK Investments, LLC on behalf of Ducati Detroit, for the property located at 19265 Victor Parkway, Livonia, MI 48152, to facilitate the redevelopment of this property. (Commercial Rehabilitation District #5) should reflect the true owner as Future Land Holdings.

A revised application has been submitted as requested.

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

To approve revised application as submitted

ATTACHMENTS

1. R101623 - Revision required - Ducati-BMW CREC App
2. PH091323 Ducati Detroit Minutes
3. PH091323 LTC CREC Ducati Detroit
4. PH091323 Req for CREC Ducati Detroit (19265 Victor Pkwy)

APPROVED BY

— Date:

,

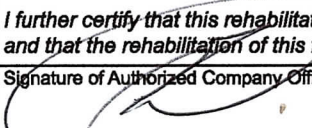
Application for Commercial Rehabilitation Exemption Certificate

Issued under authority of Public Act 210 of 2005, as amended.

LOCAL GOVERNMENT UNIT USE ONLY	
▶ Application No.	▶ Date Received

STATE USE ONLY	
▶ Application No.	▶ Date Received

Read the instructions page before completing the form. **This application should be filed after the commercial rehabilitation district is established.** The applicant must complete Parts 1, 2 and 3 and file the application form (with required attachments) with the clerk of the local governmental unit (LGU). Attach the legal description of property on a separate sheet. This project will not receive tax benefits until approved by the State Tax Commission (STC). Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the STC.

PART 1: OWNER / APPLICANT INFORMATION (applicant must complete all fields)			
Applicant (Company) Name (applicant must be the owner of the facility) Future Land Holdings, LLC		NAICS or SIC Code	
Facility's Street Address 19265 Victor Parkway	City Livonia	State MI	ZIP Code 48152
Name of City, Township or Village (taxing authority) Livonia	County Wayne	School District Where Facility Is Located Livonia	
☒ City ☐ Township ☐ Village			
Date of Rehabilitation Commencement (mm/dd/yyyy) 03/15/2023	Planned Date of Rehabilitation Completion (mm/dd/yyyy) 08/15/2024		
Estimated Cost of Rehabilitation \$7,000,000	Number of Years Exemption Requested (1-10) 10		
Expected Project Outcomes (check all that apply)			
☒ Increase Commercial Activity ☒ Retain Employment ☒ Revitalize Urban Areas			
☒ Create Employment ☐ Prevent Loss of Employment ☒ Increase Number of Residents in Facility's Community			
No. of jobs to be created due to facility's rehabilitation 35	No. of jobs to be retained due to facility's rehabilitation 0	No. of construction jobs to be created during rehabilitation 100	
PART 2: APPLICATION DOCUMENTS			
Prepare and attach the following items:			
☒ General description of the facility (year built, original use, most recent use, number of stories, square footage)		☒ Statement of the economic advantages expected from the exemption	
☒ Description of the qualified facility's proposed use		☒ Legal description	
☒ Description of the general nature and extent of the rehabilitation to be undertaken		☐ Description of the "underserved area" (Qualified Retail Food Establishments only)	
☒ Descriptive list of the fixed building equipment that will be a part of the qualified facility		☐ Commercial Rehabilitation Exemption Certificate for Qualified Retail Food Establishments (Form 4753) (Qualified Retail Food Establishments only)	
☒ Time schedule for undertaking and completing the facility's rehabilitation			
PART 3: APPLICANT CERTIFICATION			
Name of Authorized Company Officer (no authorized agents) Charles KNoll		Telephone Number (248) 719-4200	
Fax Number (248) 282-5310		E-mail Address knoll.charles@gmail.com	
Street Address 33828 Woodward Ave	City Birmingham	State MI	ZIP Code 48009
<i>I certify that, to the best of my knowledge, the information contained herein and in the attachments is truly descriptive of the property for which this application is being submitted. Further, I am familiar with the provisions of Public Act 210 of 2005, as amended, and to the best of my knowledge the company has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local governmental unit and the issuance of a Commercial Rehabilitation Exemption Certificate by the State Tax Commission.</i>			
<i>I further certify that this rehabilitation program, when completed, will constitute a rehabilitated facility, as defined by Public Act 210 of 2005, as amended; and that the rehabilitation of this facility would not have been undertaken without my receipt of the exemption certificate.</i>			
Signature of Authorized Company Officer (no authorized agents) 		Title President	Date 10/09/2023

From: [Taormina, Mark](#)
To: [Driskill, Carol](#); [Rohraff, Leslie](#); [Nash, Susan M.](#); [Nowicki, Janice](#); [Simmons, Jennifer](#)
Cc: [Fisher, Mike](#); [Kasprowicz, Sara](#)
Subject: RE: Ducati-BMW CREC Resolution
Date: Tuesday, October 10, 2023 10:34:40 AM

Below is the amended resolution for the CREC on Monday's Council Regular agenda. The only changes involve the name of the owner to match what's on the application as required by the State Tax Commission—from CJK Investments, LLC to Future Land Holdings, LLC. Hopefully, I found and changed all the CJK references to Future Land Holdings.

Following the vote, we'll again need a non-veto letter to get this back to the State.

Thanks for everyone's help on this!

Mark

APPLICATION FOR COMMERCIAL REHABILITATION EXEMPTION CERTIFICATE: Future Land Holdings, LLC on behalf of Ducati Detroit, re: for the property located at 19625 Victor Parkway, Livonia, MI 48152, to facilitate the redevelopment of this property. (Commercial Rehabilitation District #5)
Public Hearing held on September 13, 2023.

WHEREAS, the City Clerk has received an Application for Commercial Rehabilitation Exemption Certificate from Charles Knoll, President, Future Land Holdings, LLC, on behalf of Ducati Detroit, dated March 14, 2023, to facilitate the redevelopment of property located at 19265 Victor Parkway, Livonia, Michigan 48152, in the SE ¼ of Section 6; and

WHEREAS, the City Council legally established Commercial Rehabilitation District #5 on January 27, 2020, pursuant to Council Resolution #25-20 after a public hearing on January 8, 2020, and

WHEREAS, the City Clerk has notified in writing the Assessor of the City of Livonia as well as the legislative body of each taxing unit which levies ad valorem property taxes in the local governmental unit in which the proposed facility is to be located, i.e., the City of Livonia, and advised each of them that the said Application and request has been received; and

WHEREAS, the City Council has afforded Charles Knoll, President, Future Land Holdings, LLC, on behalf of Ducati Detroit, the Assessor, and a representative of each of the affected taxing units an opportunity for a hearing on this Application and

request and said hearing having in fact been conducted at 7:00 p.m., Wednesday, September 13, 2023, at the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property previously exempt and currently in force under Public Act 210 of 2005 or under Public Act 198 of 1974 (IFT's) does not exceed 5% of the total taxable value of the City of Livonia; and

WHEREAS, the application was approved at a public hearing as provided by Section 4(2) of Public Act 210 of 2005 on September 13, 2023; and

WHEREAS, the applicant, Future Land Holdings, LLC, is not delinquent in any taxes related to the facility; and

WHEREAS, the application is for commercial property as defined in Section 2(a) of Public Act 210 of 2005; and

WHEREAS, the applicant, Future Land Holdings, LLC, has provided answers to all required questions under the application instructions to the City of Livonia; and

WHEREAS, the City of Livonia requires that rehabilitation of the facility shall be completed by November 1, 2024; and

WHEREAS, the commencement of the rehabilitation of the facility did not occur more than six months prior to the filing of the application for exemption; and

WHEREAS, the application relates to a rehabilitation program that when completed constitutes a qualified facility within the meaning of Public Act 210 of 2005 and that is situated within a Commercial Rehabilitation District established under Public Act 210 of 2005; and

WHEREAS, completion of the qualified facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, and revitalize a blighted urban area, in which the facility is situated; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by Section 2(j) of Public Act 210 of 2005.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LIVONIA AS FOLLOWS:

1. That the City Council, on the basis of the information received from the applicant, Charles Knoll, President, Future Land Holdings, LLC, on behalf of Ducati Detroit, finds and determines: (a) that the granting of this Commercial Rehabilitation Exemption Certificate shall not have the effect of substantially impeding the operation of the local governmental unit or impairing the financial soundness of any taxing unit which levies an ad valorem property tax in the local governmental unit in which the facility is to be located; and (b) the applicant has fully complied with the requirements of Section 8, Act No. 210, P.A. 2005, as amended.
2. That the City Council hereby approves the Application for Commercial Rehabilitation Exemption Certificate from Charles Knoll, President, Future Land Holdings, LLC, on behalf of Ducati Detroit, for the real property, excluding land, located in Commercial Rehabilitation District #5, for the expansion and rehabilitation of the properties located at 19265 Victor Parkway, Livonia, Michigan 48152, for ten (10) years, commencing December 31, 2023, and ending December 31, 2033, pursuant to the provisions of PA 210 of 2005, as amended.

Mark Taormina

Planning and Economic Development Director
City of Livonia | Planning Department
(734) 466-2292
mtaormina@livonia.gov

From: [Taormina, Mark](#)
To: [Charlie Knoll](#)
Cc: [Kasprowicz, Sara](#); [Nash, Susan M.](#); [Bernier, Paul A.](#); [Rohraff, Leslie](#); [Gosselin, Linda](#)
Subject: Ducati-BMW_CREC Application.pdf
Date: Monday, October 9, 2023 2:32:46 PM
Attachments: [Ducati-BMW_CREC Application.pdf](#)
[2008_4507.pdf](#)

Charlie,

Here's a copy of the application you filed, along with a blank form. If you fill out the form again but change the applicant to the true owner, Future Land Holdings, we can ask the Council to amend the resolution and resubmit to the State Tax Commission. Please include everyone on this email chain.

Thanks,

Mark

Mark Taormina

Planning and Economic Development Director
City of Livonia | Planning Department
(734) 466-2292
mtaormina@livonia.gov



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

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

Received From: Future Land Holdings
Address _____
City _____ Zip _____ Date 8/19/23

CERTIFICATES

Dollar Amount

BIRTHS ☐ LF# _____ CC _____ PARCHMENT _____

DEATHS ☐ LF# _____ CC _____

GENERAL

☐ Maps, Books _____
☐ F.O.I.A. Copies _____
☐ Signs _____
☐ Grading Bond _____
☐ Petition, Waiver _____
☐ Election Fees _____
☒ Other _____

PAID

AUG 14 2023

CITY OF LIVONIA
tax exemption certificate

CASH ☐ CK# 6987

Total Amt. >

300.00

BY. _____

No. 83835

CITIZEN'S COPY



DUCATI DETROIT
33828 WOODWARD AVENUE
BIRMINGHAM, MI 48009

DETROIT

THE HUNTINGTON NATIONAL BANK
74-545/724

6987

8/14/23

PAY TO THE
ORDER OF

CITY OF CLEVELAND

\$ 300.⁰⁰/₁₀₀

THREE HUNDRED 7 ⁰⁰/₁₀₀

DOLLARS

TWO SIGNATURES ON CHECKS OVER \$10,000



[Handwritten signature]

MEMO TAX EXEMPTION CERTIFICATE
APPLICATION

AUTHORIZED SIGNATURE

⑈006987⑈ ⑆072403473⑆ 01382824712⑈

DUCATI DETROIT

6987

DUCATI DETROIT

6987



104761

10476

Instructions for Completing Form 4507

Application for Commercial Rehabilitation Exemption Certificate

The Commercial Rehabilitation Exemption Certificate was created by Public Act 210 of 2005, as amended. The application is initially filed, reviewed, and approved by the LGU and then reviewed and approved by the State Tax Commission. According to Section 3 of Public Act 210 of 2005, as amended, the LGU must establish a Commercial Rehabilitation District. **Rehabilitation may commence after establishment of the Commercial Rehabilitation District.**

Owner / Applicant Instructions

1. Complete Parts 1, 2 and 3 of application
2. Prepare and attach all documents required under Part 2 of the application:
 - a. General description of the facility (year built, original use, most recent use, number of stories, square footage)
 - b. Description of the qualified facility's proposed use
 - c. Description of the general nature and extent of the rehabilitation to be undertaken
 - d. Descriptive list of the fixed building equipment that will be a part of the qualified facility
 - e. Time schedule for undertaking and completing the facility's rehabilitation
 - f. Statement of the economic advantages expected from the exemption
 - g. Legal description of the facility
 - h. Description of the "underserved area" (Qualified Retail Food Establishments only)
3. Qualified Retail Food Establishments:
 - a. Complete Part 1 of the *Commercial Rehabilitation Exemption Certification for Qualified Retail Food Establishments* (Form 4753). Submit to LGU clerk along with application.
 - b. Describe the "underserved area" and provide supporting documentation to show how the project area meets one or more of the following requirements:
 - i. An area that contains a low to moderate income census tract(s) which, based on per capita income, are tracts below the 66.67 percentile (\$23,643 in 1999 dollars) and a below average supermarket density
 - ii. An area that has a supermarket customer base with more than 50% living in a low income census tract(s) which based on the per capita income, are tracts below the 66.67 percentile (\$23,643 in 1999 dollars)
 - iii. An area that has demonstrated significant access limitations due to travel distance and has no Qualified Retail Food Establishments within two miles of the geo-center for an urban area or has no Qualified Retail Food Establishments within nine miles of the geo-center for a rural area.

For assistance in determining the project area's eligibility, visit www.michigan.gov/propertytaxexemptions and click on Commercial Rehabilitation Act.

4. Submit the application and all attachments to the clerk of the LGU where the property is located.

LGU Assessor Instructions

Complete and sign Part 4 of the application.

LGU Clerk Instructions

1. After LGU action, complete Part 5 of the application.
2. After reviewing the application for complete and accurate information, complete Part 6 and sign the application to certify the application meets the requirements as outlined by Public Act 210 of 2005, as amended.
3. Assemble the following for a complete application:
 - a. Completed *Application for Commercial Rehabilitation Exemption Certificate* (Form 4507)
 - b. All required attachments listed under Part 2
 - c. A copy of the resolution by the LGU establishing the district
 - d. A certified copy of the resolution by the LGU approving the application
 - e. Complete Form 4753 (Qualified Retail Food Establishments only)
4. **For faster service, email the completed application and additional required documentation to PTE@michigan.gov.** An additional submission option is to mail the completed application and required documents to: Michigan Department of Treasury, State Tax Commission, P.O. Box 30471, Lansing, MI 48909

Application Deadline

The State Tax Commission must receive complete applications on or before October 31 to ensure processing and certificate issuance for the following tax year. Applications received after October 31 may not be processed in time for certificate issuance for the following tax year.

If you have questions or need additional information or sample documents, visit www.michigan.gov/propertytaxexemptions or call 517-335-7491.

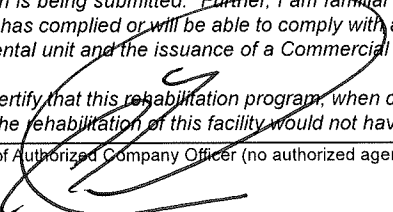
Application for Commercial Rehabilitation Exemption Certificate

Issued under authority of Public Act 210 of 2005, as amended.

LOCAL GOVERNMENT UNIT USE ONLY	
▶ Application No.	▶ Date Received

STATE USE ONLY	
▶ Application No.	▶ Date Received

Read the instructions page before completing the form. **This application should be filed after the commercial rehabilitation district is established.** The applicant must complete Parts 1, 2 and 3 and file the application form (with required attachments) with the clerk of the local governmental unit (LGU). Attach the legal description of property on a separate sheet. This project will not receive tax benefits until approved by the State Tax Commission (STC). Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the STC.

PART 1: OWNER / APPLICANT INFORMATION (applicant must complete all fields)			
Applicant (Company) Name (applicant must be the owner of the facility) CJK INVESTMENTS, LLC			NAICS or SIC Code
Facility's Street Address 19265 VICTOR PARKWAY	City LIVONIA	State MI	ZIP Code 48152
Name of City, Township or Village (taxing authority) LIVONIA	County WAYNE	School District Where Facility is Located LIVONIA	
☒ City ☐ Township ☐ Village			
Date of Rehabilitation Commencement (mm/dd/yyyy) 03/15/2023	Planned Date of Rehabilitation Completion (mm/dd/yyyy) 05/01/2024		
Estimated Cost of Rehabilitation \$7,000,000	Number of Years Exemption Requested (1-10) 10		
Expected Project Outcomes (check all that apply)			
☒ Increase Commercial Activity ☐ Retain Employment ☒ Revitalize Urban Areas			
☒ Create Employment ☐ Prevent Loss of Employment ☒ Increase Number of Residents in Facility's Community			
No. of jobs to be created due to facility's rehabilitation 35	No. of jobs to be retained due to facility's rehabilitation 0	No. of construction jobs to be created during rehabilitation 100	
PART 2: APPLICATION DOCUMENTS			
Prepare and attach the following items:			
☒ General description of the facility (year built, original use, most recent use, number of stories, square footage)		☒ Statement of the economic advantages expected from the exemption	
☒ Description of the qualified facility's proposed use		☒ Legal description	
☒ Description of the general nature and extent of the rehabilitation to be undertaken		☐ Description of the "underserved area" (Qualified Retail Food Establishments only)	
☒ Descriptive list of the fixed building equipment that will be a part of the qualified facility		☐ Commercial Rehabilitation Exemption Certificate for Qualified Retail Food Establishments (Form 4753) (Qualified Retail Food Establishments only)	
☒ Time schedule for undertaking and completing the facility's rehabilitation			
PART 3: APPLICANT CERTIFICATION			
Name of Authorized Company Officer (no authorized agents) CHARLES KNOLL		Telephone Number (248) 719-4200	
Fax Number (734) 453-0510		E-mail Address KNOLL.CHARLES@GMAIL.COM	
Street Address 14855 N SHELDON RD	City PLYMOUTH	State MI	ZIP Code 48170
<i>I certify that, to the best of my knowledge, the information contained herein and in the attachments is truly descriptive of the property for which this application is being submitted. Further, I am familiar with the provisions of Public Act 210 of 2005, as amended, and to the best of my knowledge the company has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local governmental unit and the issuance of a Commercial Rehabilitation Exemption Certificate by the State Tax Commission.</i>			
<i>I further certify that this rehabilitation program, when completed, will constitute a rehabilitated facility, as defined by Public Act 210 of 2005, as amended, and that the rehabilitation of this facility would not have been undertaken without my receipt of the exemption certificate.</i>			
Signature of Authorized Company Officer (no authorized agents) 		Title PRESIDENT	Date 03/14/2023

PART 4: ASSESSOR RECOMMENDATIONS (assessor of LGU must complete Part 4)				
Provide the Taxable Value and State Equalized Value of Commercial Property, as provided in Public Act 210 of 2005, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC).				
	Taxable Value	State Equalized Value (SEV)		
Land				
Building(s)				
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Commercial Rehabilitation Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Commercial Rehabilitation Exemption that would also put the same property on the Commercial Rehabilitation specific tax roll. ☐ By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Commercial Rehabilitation Exemption specific tax roll and not on any other specific tax roll.				
Name of Local Government Body				
Name of Assessor (first and last name)		Telephone Number		
Fax Number		E-mail Address		
<i>I certify that, to the best of my knowledge, the information contained in Part 4 of this application is complete and accurate.</i>				
Assessor's Signature			Date	
PART 5: LOCAL GOVERNMENT ACTION (clerk of LGU must complete Part 5)				
Action Taken By LGU (attach a certified copy of the resolution):				
☐ Exemption approved for _____ years, ending December 30, _____ (not to exceed 10 years)				
☐ Exemption Denied				
Date District Established (attach resolution for district)	Local Unit Classification Identification (LUCI) Code		School Code	
PART 6: LOCAL GOVERNMENT CLERK CERTIFICATION (clerk of LGU must complete Part 6)				
Clerk's Name (first and last)		Telephone Number		
Fax Number		E-mail Address		
Mailing Address	City	State	ZIP Code	
LGU Contact Person for Additional Information	LGU Contact Person Telephone Number		Fax Number	
<i>I certify that, to the best of my knowledge, the information contained in this application and attachments is complete and accurate and hereby request the State Tax Commission issue a Commercial Rehabilitation Exemption Certificate, as provided by Public Act 210 of 2005, as amended.</i>				
Clerk's Signature			Date	

For faster service, the LGU should email the completed application and required documents to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury, State Tax Commission
 P.O. Box 30471
 Lansing, MI 48909

Application for Commercial Rehabilitation Exemption Certificate

General Description of the Property and the Nature and Extent of the Rehabilitation Project to be Undertaken:

The current 3.21-acre property has a vacant approximately 14,000 square foot single story restaurant built in 1993 with accompanying asphalt parking. The application proposes to revitalize and update the existing structure, upgrade the infrastructure servicing the property, and construct a new approximate 36,000 square foot, two story, dual branded motorcycle dealership, including Ducati and BMW OEM product lines.

Time Schedule for Undertaking and Completing the Project:

The project is anticipated to commence with site work in summer of 2023, and be completed approximately 13 months after from the issuance of the building permit.

Statement of the Economic Advantages Expected from the Project:

The project will once again create excitement on one of the vital entry points to the city of Livonia – A site that has been vacant for nearly five years. In addition it will continue the revitalization of this commercial district, enhance the city's tax base, and provide needed economic stimulus to the area. It will also aide in the creation of jobs, both during construction and the operational jobs of the dealerships. It is estimated that the tax savings to the applicant will be approximately \$144,372 annually if the abatement is granted. This tax savings to the applicant will partially offset extraordinary development costs inherent in the project as more fully set forth below.

CREC TAX ESTIMATES
FOR
PROPOSED DUCATI-BMW MOTORCYCLE DEALERSHIPS
19265 VICTOR PARKWAY

CONSIDERATION OF COMMERCIAL REHABILITATION TAX INCENTIVE
(PA 210 OF 2005)

CURRENT VALUE

Current Real Property Taxable Value =	\$504,945 (\$116,051 Land Imp + \$388,894 Building)
Current Land Taxable Value=	\$300,090
Current Taxable Value (Total)	\$805,035

TAX RATES

Millage Rate=	58.8297
City Millage Rate=	13.2480 (~22.52%)
School Operating + State Education=	24.00

FUTURE VALUES

Estimated TCV of 26K sq. ft. dealership=	\$10,000,000 (\$384.6K/sq. ft.)
SEV=	<u>\$5,000,000</u>
Land Value=	\$350,000
Building Value=	\$4,650,000

COMPUTATION OF COMMERCIAL REHABILITATION TAX

STEP 1: Multiply total mills levied by the taxable value of Real Property (excluding land) for the year immediately preceding the effective date of exemption

STEP 2: Multiply School Operating + SET by the difference between the taxable value of Real Property (excluding land) for the current year and the taxable value of Real Property (excluding land) for the year immediately preceding the effective date of exemption.

STEP 1: $0.0588297 \times 504,945 =$	\$29,706
STEP 2: $0.024000 \times (4,650,000 - 504,945) =$	<u>\$99,481</u>
Estimated Commercial Rehabilitation Tax =	\$129,187

Tax on Land Value = $0.0588297 \times 350,000 =$ **\$20,590**

Total Tax = Commercial Rehab + Land = $129,187 + 20,590 =$ **\$149,777/year**

Comparison without the CREC
 Estimated \$5.0M Taxable Value
 $5,000,000 \times 0.0588297 =$

Tax the w/out the incentive
\$294,149/year

Difference (Annual Savings to Developer): $294,149 - 149,777 =$ **\$144,372/year**

~IMPACT ON CITY PORTION: \$11,326 vs. \$66,240 (\$54,914/year difference)

Note: The above figures are approximations after consultation with the City's Assessment Department and do not include Personal Property taxes.

	SF Cost		26,363
Existing Conditions	5.00	131,815.00	budget
Concrete and Foundations	18.97	500,106.11	quote
Masonry	7.30	192,449.90	quote
Steel	35.50	935,886.50	quote
Carpentry	5.00	131,815.00	budget
Millwork	2.00	52,726.00	budget
Metal Panels	24.08	634,821.04	quote
Roofing	12.00	316,356.00	budget
Insualtion	5.00	131,815.00	budget
Doors/OH doors	3.50	92,270.50	budget
Glass and Glazing	18.06	476,000.00	quote
Drywall / Framing	10.00	263,630.00	budget
Finishes	12.00	316,356.00	budget
Accessories	1.00	26,363.00	budget
Equipment	1.00	26,363.00	budget
Elevator	5.00	131,815.00	budget
Fire supression	3.05	80,500.00	quote
Plumbing	10.43	275,000.00	quote
HVAC	10.00	263,630.00	budget
Controls	2.00	52,726.00	budget
Electrical	17.00	448,171.00	quote
Site	12.00	316,356.00	budget
Utilities	8.00	210,904.00	budget
Architect and Engineering	8.50	224,085.50	budget
Permits and fees	4.00	203,100.00	budget
OH&P and General Conditions	13.00	342,719.00	budget
Total	253.39	6,680,131.55	budget

This does not take into account the 8,000 sf +/- of mezzanine work in the sf cost it is in the overall cost of the pr

Application for Commercial Rehabilitation Exemption Certificate

EXHIBIT C: LEGAL DESCRIPTION OF THE PROPERTY

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LETTER TO THE LIVONIA CITY COUNCIL

4.

Council Office
September 11, 2023

MEETING DATE

PH091323/R100223

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

APPLICATION FOR COMMERCIAL REHABILITATION EXEMPTION CERTIFICATE: CJK Investments, LLC on behalf of Ducati Detroit, re: for the property located at 19265 Victor Parkway, Livonia, MI 48152, to facilitate the redevelopment of this property. (Commercial Rehabilitation District #5)

Public Hearing held on September 13, 2023

BACKGROUND DETAILS

APPLICATION FOR COMMERCIAL REHABILITATION EXEMPTION CERTIFICATE: CJK Investments, LLC on behalf of Ducati Detroit, re: for the property located at 19265 Victor Parkway, Livonia, MI 48152, to facilitate the redevelopment of this property. (Commercial Rehabilitation District #5)

Public Hearing held on September 13, 2023

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. PH091323 Ducati Detroit Minutes
2. PH091323 LTC CREC Ducati Detroit
3. PH091323 Req for CREC Ducati Detroit (19265 Victor Pkwy)

APPROVED BY

**CITY OF LIVONIA
PUBLIC HEARING**

Minutes of Meeting Held on Wednesday, September 13, 2023

A Public Hearing of the Council of the City of Livonia was held at the Livonia City Hall Auditorium on September 13, 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
Mark Taormina, Planning and Economic Development Director
Sara Kasproicz, Recording Secretary

The Public Hearing was called to order at 7:01 p.m. with Council President Jim Jolly presiding. This item is regarding CJK Investments, LLC on behalf of Ducati Detroit, requesting approval of a Commercial Rehabilitation Exemption Certificate (CREC) for the property located at 19265 Victor Parkway, Livonia, MI 48152, to facilitate the redevelopment of this property. Parcel ID 024-99-0003-009 (Commercial Rehabilitation District #5) This item will be moved to the Regular Meeting of October 2, 2023.

The Public Hearing is now open. There were approximately 250 persons in the audience.

Jolly Item number one tonight is CJ K investments LLC on behalf of Ducati Detroit. Our colleague Mr. Bahr is at his child's curriculum night at school, and we expect him to join us shortly. To start off on item number one, I'm going to go into our Economic Development Director Mr. Taormina. Could you give us a brief presentation in regards to what is being requested here?

Taormina Thank you, Mr. President. This is a request for a commercial rehabilitation exemption certificate in connection with the redevelopment of the former Doc's Sports Retreat on Victor Parkway. It was on December 5th of last year.

Jolly I'm going to set the tone right now. There's a lot of interested parties here. We are not going to do that. We're not going to yell out. Mr. Taormina, is your microphone working?

- Taormina I believe it is.
- Jolly I think the problem without being able to hear him is the fact that people are still talking because we can hear that out there. Please proceed sir.
- Taormina Thank you. On December 5th of last year is when City Council approved the construction of a new Ducati and BMW dealership. These are two premier dealerships that will sit side by side in a new 35,000 square foot facility adjacent to the I 275 expressway. Charles Knoll, your applicant this evening, holds both dealerships of the BMW, is currently located on Sheldon Road in Plymouth Township and the Ducati is on Woodward in Birmingham. The two will be combined under one roof and what will be each brand's largest dealership in the country. On January 27, 2020, the Council approved Commercial Rehabilitation District number five. This encompasses the 3.2-acre parcel and 19265 Victor Parkway. That property is situated between Dave and Busters and Los Amigos restaurant to the north and the large stormwater detention basin to the South. Originally, Commercial Rehabilitation District number five was established in anticipation of construction of new six story dual-branded Aloft & Element hotel. Just prior to Council's consideration of the CREC for the hotels, COVID-19 hit, resulting in the project being abandoned and the sale of the property to Mr. Knoll. The effect of granting the Commercial Rehabilitation Exemption Certificate is to freeze the taxable value of the property, excluding the land as established on Tax Day of last year, which is December 31, 2022. That amount is \$540,945. The duration of the incentive is the number of years the taxable value of the Real Property would remain frozen and can be up to 10 years as determined by City Council. If approved, the tax revenue derived from the real property will remain constant for the duration of the incentive. The estimated Commercial Rehabilitation Exemption Certificate tax would be \$130,000 per year, and depending on the future value of improvements could represent an equivalent savings to the developer. So, with that, Mr. President, I would be happy to answer any questions you may have on this.
- Jolly Are there any questions from the Council?
- Donovic Mr. President?
- Jolly Mr. Donovic.
- Donovic Thank you, Mr. President, thank you Mr. Taormina. How many of these certificates do we currently have in our community right now?
- Taormina There are four active projects, I believe one of the four is about to expire if it has not already expired.

- Donovic And has the petitioner asked for a specific amount of years or do they just leave that decision up to Council?
- Taormina They are seeking the full 10 years.
- Donovic Thank you, Mr. President.
- Jolly Is there anybody else from the Council. Mr. Morgan?
- Morgan Mr. Taormina, the tax exempt, once that expires, does that revert to that back to where it would be?
- Taormina So, the freeze applies only to the Real Property, excluding the land That would apply for a period of 10 years. Once that freeze is lifted, that pops up to whatever the value is, that's been established at that time. So, it would bring them back to the market value of the property at that time, after 10 years, and that would be 2033. So, it's not an exemption, we're not going backwards in taxes, we're only freezing the value of real property as it applies to the building and land.
- Morgan Is the building taxed separately?
- Taormina No it does not. It's all part of the taxable value of the property. But in this case, the certificate does hold that value at a constant rate for a period of however many years you determine, anywhere between one and ten years.
- Jolly Vice President Toy
- Toy Thank you very much, Mr. Chair, if I may. Mr. Taormina, did you say they currently they own the property or is it contingent?
- Taormina No, the property has been acquired by Mr. Knoll.
- Toy Do we know if they have any past incentives from Plymouth and or Birmingham in the past?
- Taormina I'm not aware of any.
- Toy Those two companies, maybe I need to ask the petitioner that question, okay. Thank you, Mr. Chair.
- Jolly Mr. Donovic
- Donovic Thank you Mr. President, if we could step back, the concept or the incentive behind this incentive is to incentivize property owners that have purchased dilapidated buildings that are very expensive to demolish, and

then rebuild. And as Councilmembers, we passed their site plan petition a while back, this really, state of the art, modern building they are bringing to the area right there. So, this is in hopes that we kind of partner with them, right? They're solving a problem, an old, really dilapidated building they're knocking down, and because it's so expensive, they're asking for some help. Is that more of a simplified version trying to explain this Commercial Rehabilitation Certificate?

Taormina That is correct.

Donovic And then, how much, so Petitioner they still pay that that number every year, it's given back or is it just for Brownfield?

Taormina No, they pay the tax based upon the certificate, it's not a reimbursement.

Donovic Okay, for the Brownfield, is more of a reimbursement, and he's still paying it off in the Brownfield.

Taormina That's correct, this is a little different than Brownfield.

Donovic And then how much would we be on a yearly basis? I think you said it was \$130,000 a year, essentially?

Taormina The estimated tax savings to the developer would be approximately \$144,000.

Donovic Thank you Mr. Taormina, thank you Mr. President.

Jolly Okay, at this time, I'd like to welcome the petitioner to the podium, please introduce yourself. And Council, we saw this gentleman once before, we'll entertain any questions you have for him. Good evening, sir.

Knoll Hello everybody, thanks for having me. My name is Charlie Knoll, I know I've spoken to all of you in the past. I'm happy to answer any questions you might have.

Toy Thank you, Mr. Knoll. The question I had earlier to the City Planner. Do you have any tax incentives currently with the other two locations?

Knoll We do not. We actually lease both of those properties. So, there will be no taxes, with me being the operator of the businesses. The whole idea of this project was to obviously mitigate these expenses, come back to Livonia, I am a born and raised Livonia resident, went to Livonia Stevenson. Just coming back to Livonia is exciting for me.

Toy So you did not go to Bentley?

Knoll I did not.

Donovic He didn't go to Churchill either.

Toy Well, welcome back. Thank you for thinking of us. It looks very, very inviting. Thank you, I appreciate it.

Jolly Since there are no questions for you at this time, please have a seat. I will note that the City Clerk has mailed a notice to the petitioner and to all interested parties having such for this application for Commercial Rehabilitation Exemption Certificate, including the taxing authorities for the property within the city of Livonia, Commercial Rehabilitation District number five. At this time, the public hearing is open for public comments of interested parties or anyone from the public. Is there any public comment on item number one? Seeing none, Ms. McIntyre, do you have a motion?

McIntyre I do. I'd like to offer an approving resolution for this. Commercial rehabilitation Certificates are not taken lightly. But in this case, we've had a number of stops and starts with this property. I think this offers something that's really different and very attractive and appealing at that spot of the city and I think it's absolutely the right thing to do that's been an eyesore and to bring an eyesore into something that's attractive, again is compelling and something very different from what we have. So, I approve.

Jolly Thank you, Ms. McIntyre. We do have an approving at this time. This item will move to the Regular meeting of Monday, October 2 of 2023. This item is now closed.

As there were no further questions or comments, the Public Hearing was declared closed at 7:12 p.m.



LETTER TO THE LIVONIA CITY COUNCIL

11.

Council Office
September 25, 2023

MEETING DATE

R101623

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

REQUEST FOR DESIGNATION AS A NON-PROFIT ORGANIZATION: Christopher Crawford, Chair, Livonia Jaycees, re: as required by the State of Michigan to obtain a Charitable Gaming License to allow a raffle fundraiser in the future.

BACKGROUND DETAILS

A request to be recognized as a non-profit organization by Christopher Crawford, Chair, Livonia Jaycees, re: as required by the State of Michigan to obtain a Charitable Gaming License to allow a raffle fundraiser in the future.

At this time, they are anticipating a one-day gaming license to host a fundraising casino night at St Mary's Cultural Center on November 18th at 7pm.

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

To recognize the Livonia Jaycees as a non-profit organization.

ATTACHMENTS

1. R101623 LTC Recog as nonprofit Livonia Jaycees
2. R101623 Livonia Jaycees Casino night fundraiser
3. R101623 MP-5036_Local_Civic_Organization_Qualification_Requirements
4. 2022 990-N
5. 2021 990-N
6. 2020 990-N
7. Articles
8. Livonia Jaycees Chapter Bylaws 3.0 (updated 12-21-11)
9. Tax Exempt Organization Search Details _ Internal Revenue Service

APPROVED BY

From: [Christopher Crawford](#)
To: [Kasprowicz, Sara](#)
Subject: Livonia Jaycees Casino night fundraiser
Date: Monday, September 25, 2023 11:31:34 AM
Attachments: [MP-5036 Local Civic Organization Qualification Requirements \(1\).pdf](#)

Good Morning Sara, My name is Chris Crawford and I am the chairman of the board for the Livonia Jaycees. I have spoken to Brandon McCullough about getting this form filled out for the Michigan Gaming Control Board. We are the Livonia Jaycees and we are a local not for profit organization. We are seeking a one day gaming license to host a casino night inside of a larger event happening at St Mary's Cultural Center. This fundraising event is November 18th at 7pm. which of course puts us on a time crunch and we were just told we need page 3 filled out by the city. I have attached the form. Our current president is Jessica Livingstone and her phone number is 734-673-9768. Her email is jessmliving@gmail.com. my phone is 34-352-0378 and my email is crawfordchristopher06@gmail.com

Livonia Jaycees are a not for profit young professional organization for people aged 21 to 40. We do personal and professional development. Community service and fun social events in the community. The money raised will be used for programming that gives back to the Livonia community.

I look forward to your assistance and thank you for your time,

Chris Crawford chairman of the board Livonia Jaycees



State of Michigan
Michigan Gaming Control Board
Millionaire Party Licensing
3062 W. Grand Blvd, Suite L-700
Detroit, MI 48202-6062
Phone: (313) 456-4940
Fax: (313) 456-3405
Email: Millionaireparty@michigan.gov
www.michigan.gov/mgcb

MILLIONAIRE PARTY QUALIFICATION FORM (Local Civic Organization)

For Internal Use Only

The organization must complete this form and submit along with the required qualification documents as noted on the following page(s). **Please allow at least 8 weeks for the qualification process.**

1. Name of Organization			
2. Doing Business As (DBA) (if applicable)		3. US Federal Employer Identification Number	
4. Organization Physical Address			
City	State	ZIP Code	County
5. Organization Mailing Address ☐ Same as Physical Address			
City	State	ZIP Code	County
6. Telephone Number ()	7. Fax Number ()		8. Date Organization Established
9. Is your organization a candidate committee, political committee, political party committee, ballot question committee, independent committee, or any other committee as defined by, and organized pursuant to, the Michigan Campaign Finance Act 388 of the Public Acts of the Public Acts of 1976, as amended, being sections 169.201 to 169.282 of the Michigan Compiled Laws? ☐ Yes ☐ No			
10. Briefly describe the purpose of the organization			
11. Name of Organization's Principal Officer		12. Principal Officer's Title	
13. Principal Officer Mailing Address			
City	State	ZIP Code	County
14. Email Address	15. Telephone Number ()	16. Fax Number ()	
17. Name of Authorized Contact Person ☐ Same as Principal Officer		18. Authorized contact person's position or role with organization	
19. Contact Person Mailing Address			
City	State	ZIP Code	County
20. Email Address	21. Telephone Number ()	22. Fax Number ()	
The undersigned hereby certifies that the representations, information, and data presented are true, accurate, and complete to the best of the undersigned's knowledge. <i>The undersigned understands that failure to answer truthfully, completely, and accurately could preclude the organization from receiving an approval to obtain a gaming license.</i>			
Principal Officer Signature			Date
Authorized Contact Signature			Date

PLEASE READ CAREFULLY

Please mail this completed form and the required qualification documentation to Michigan Gaming Control Board, Millionaire Party Licensing, 3062 W Grand Blvd, Suite L-700, Detroit, MI 48202-6062 – or email to: Millionaireparty@michigan.gov

If you would like to qualify for a raffle, bingo, or charity game ticket license, please visit the Charitable Gaming Division website at www.michigan.gov/cg for more information.

LOCAL CIVIC ORGANIZATION QUALIFICATION REQUIREMENTS

The following documentation shall be submitted as part of the qualification process:

Local Civic Organizations can qualify for licensing and shall submit the following information in the name of the organization prior to being approved to conduct a millionaire party event.

1. A detailed purpose letter on organization letterhead, signed and dated by the Principal Officer, indicating the main source(s) of funds received, the main use(s) of funds expended, and the specific purpose of the organization
2. A signed and dated copy of the organization's current bylaws or constitution, including membership criteria
3. A complete copy of the organization's articles of incorporation that have been filed with the Corporations and Securities Bureau, if the organization is incorporated
4. A provision in the bylaws, constitution, charter, or articles of incorporation that states should the organization dissolve, all assets, real property, and personal property will revert:
 - A. If exempt under 501(c)3, to another 501(c)3 organization or
 - B. To the local body of government that granted the resolution
5. A copy of the letter from the IRS stating the organization is exempt from federal tax under IRS code 501(c). (If the organization is not exempt under 501(c), submit a copy of one bank statement per year for the previous five years).
6. A copy of a resolution passed by the local body of government in which the organization conducts its principal activities stating the organization is a recognized nonprofit organization in the community (form attached)
7. A copy of the organization's annual financial statements including income statement and balance sheet information for the previous three years
8. A copy of the organization's annual tax returns for the previous three years (e.g. 990, 990-EZ, or 990-N e-Postcard)
9. A copy of the organization's bank statements for the previous twelve months
10. A copy of the organization's check register for the previous twelve months
11. A copy of the organization's credit card and procurement card statements for the previous twelve months

The organization may be required to provide additional information after the initial documents have been reviewed. If you have any questions or need further assistance, please call (313) 456-4940.

Act 382 of the Public Acts of 1972, as amended, defines a local civic organization as an organization "that is organized not for pecuniary profit; that is not affiliated with a state or national organization; that is recognized by resolution adopted by the local governmental subdivision in which the organization conducts its principal activities; whose constitution, charter, articles of incorporation, or bylaws contain a provision for the perpetuation of the organization as a nonprofit organization; whose entire assets are used for charitable purposes; and whose constitution, charter, articles of incorporation, or bylaws contain a provision that all assets, real property, and personal property shall revert to the benefit of the local governmental subdivision that granted the resolution upon dissolution of the organization.



State of Michigan
Michigan Gaming Control Board
Millionaire Party Licensing
3062 W. Grand Blvd, Suite L-700
Detroit, MI 48202-6062
Phone: (313) 456-4940
Fax: (313) 456-3405
Email: Millionaireparty@michigan.gov
www.michigan.gov/mgcb

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(k)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a nonprofit
COUNTY

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be

considered for _____
APPROVAL/DISAPPROVAL

<u>APPROVAL:</u>	Yeas: _____	<u>DISAPPROVAL:</u>	Yeas: _____
	Nays: _____		Nays: _____
	Absent: _____		Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted

by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

Organization Information: _____
ORGANIZATION'S MAILING ADDRESS, STREET, CITY, ZIP

ORGANIZATION'S PRINCIPAL OFFICER NAME AND TITLE

()

PHONE NUMBER

Department of the Treasury
Internal Revenue Service

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

2022

Open to Public Inspection

A For the **2022** Calendar year, or tax year beginning **2022-01-01** and ending **2022-12-31****B** Check if available☐ Terminated for Business☒ Gross receipts are normally \$50,000 or less**C** Name of Organization: **UNITED STATES JUNIOR CHAMBER
OF COMMERCE****39209 Six Mile Suite 165,****Livonia, MI, US, 48152****D** Employee Identification
Number **38-2437287****E** Website:**<https://www.livoniajaycees.org/>****F** Name of Principal Officer: **Jessica Livingstone****39209 Six Mile Suite 165,****Livonia, MI, US, 48152**

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.

Department of the Treasury
Internal Revenue Service

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

2021

Open to Public Inspection

A For the **2021** Calendar year, or tax year beginning **2021-01-01** and ending **2021-12-31****B** Check if available☐ Terminated for Business☒ Gross receipts are normally \$50,000 or less**C** Name of Organization: **UNITED STATES JUNIOR CHAMBER
OF COMMERCE****37699 6 Mile Rd Ste 250,
Livonia, MI, US, 48152****D** Employee Identification
Number **38-2437287****E** Website:<https://www.livoniajaycees.org/>**F** Name of Principal Officer: **Frank Asher****30059 Richland Street,
Livonia, MI, US, 48150**

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.

FORM 990-NDepartment of Treasury
Internal Revenue Service**Electronic Notice (e-Postcard)**

For Tax Exempt Organizations not Required to File Form 990 or 990 EZ

OMB No. 1545-NNNN

2020

Open To Public Inspection

A For the <u>2020</u> calendar year, or tax year beginning <u>01/01/2020</u> , and ending <u>12/31/2020</u>		
B Check if applicable ☐ Termination ☒ Gross Receipts are \$50,000 or less	C Name of Organization <u>UNITED STATES JUNIOR CHAMBER OF COMMERCE</u>	D Employer ID number <u>38-2437287</u>
	Number and Street (or P.O. box, if mail is not delivered to street address) <u>37699 6 Mile Rd STE 250</u>	
E Website Address	City or town, state or country, and Zip + 4 <u>Livonia, MI 48152</u>	
	F Name of Principal Officer <u>Frank Asher</u>	
	Number of street (or P.O. box, if mail is not delivered to street address) of Principal Officer <u>30059 Richland St</u>	
	City or town, state or country, and ZIP + 4 <u>Livonia, MI 48150</u>	

Form 990-N

(Non-Profit)

ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporators for the purpose of forming a non-profit corporation under the provisions of Act No. 327 of the Public Acts of 1931, as amended, as follows:

ARTICLE I.

The name of the corporation is Livonia Junior Chamber of Commerce

(Please type or print corporate name)

ARTICLE II.

The purpose or purposes for which the corporation is formed are as follows:

The purpose of this Organization shall be to provide the young men of Livonia with a medium for training in citizenship, and to afford them an opportunity whereby they may join together in a friendly spirit to inculcate civic consciousness through active participation in civic, social, industrial, and educational activities which will improve the City of Livonia, the State of Michigan, and the United States of America. It shall also be the purpose of this Organization to aid in the strengthening and developing its members for greater effectiveness in future civic and personal undertakings.

ARTICLE III.

Location of the registered office is:

18060 Fairfield, Livonia, Wayne, Michigan.
(No.) (Street) (City) (Zone) (County)

Postoffice address of registered office is:

same as above
(No. and Street or P. O. Box) (City) (Zone) Michigan.

ARTICLE IV.

The name of the first resident agent is James Leo Warner

ARTICLE V.

Said corporation is organized upon a non- stock basis.
(Stock-share or non stock)

~~(a)~~

~~(If upon a stock share basis fill in the following)~~

The total number of shares of stock which the corporation shall have authority to issue is _____ of the par value of \$ _____ per share.
(No. shares)

A statement of all or any of the designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof is as follows:

The minimum amount of capital with which the corporation will commence business is \$ _____
(This must not be less than \$1000)

~~(b)~~

~~(If upon a non-stock basis strike out paragraph (a) above and fill in the following)~~

The amount of assets which said corporation possesses is:

*Real property: none

*Personal property: none

*(Give description and value. If none, insert the word "none")

Said corporation is to be financed under the following general plan: Dues from members.

ARTICLE VI.

The names and places of residence, or business, of each of the incorporators and (if a corporation organized upon a stock share basis) the number of shares of stock subscribed for by each are as follows:

(At least three required)

(Please type or print following information if possible)

NAMES	RESIDENCE OR BUSINESS ADDRESS	NUMBER OF SHARES	
(No.)	(Street)	(City)	(State)
Oscar Paul Rosbolt Jr.	32525 W. Six Mile Road,	Livonia,	Michigan
Llewellyn Harkness	9586 Cardwell,	Livonia,	Michigan
Donald E. Folsom	9618 Ingram,	Livonia,	Michigan

ARTICLE VII.

The names and addresses of the first board of directors (or trustees) are as follows:
(At least three required)

NAME	(No.)	(Street)	ADDRESS	(City)	(State)
Oscar Paul Rosbalt Jr.	32535	N. Six Mile Road	Livonia, Michigan.		
Llewellyn Harkness	9506	Cardwell	Livonia, Michigan.		
Donald E. Folsom	9618	Ingram	Livonia, Michigan.		
Victor C. Phillips	13415	Flamingo	Livonia, Michigan		
James L. Warner	18060	Fairfield	Livonia, Michigan.		
James M. Doyle	13633	Montrose	Detroit, Michigan.		
Donald J. Roach	31504	Five Mile Road	Livonia, Michigan.		
Alexander R. Rolio	17550	Fairfield	Livonia, Michigan.		
Richard J. Wendrick	14956	Arden	Livonia, Michigan.		

ARTICLE VIII.

The term of the corporate existence is Thirty (30) years.

(Corporations organized without capital stock for religious, benevolent, social or fraternal purposes, may incorporate without fixing any definite term in their articles, and the terms of such corporations shall be deemed to be perpetual, subject to the right of the legislature to alter, repeal or amend the corporation laws in accordance with the constitution.)

ARTICLE IX.

(Here insert any desired additional provisions authorized by the Act)

none

We, the incorporators, sign our names this

21st day of April, 1953.

(All parties appearing under Article VI are required to sign and acknowledge)

Oscar Paul Rosbalt Jr.
Llewellyn Harkness
Donald E. Folsom

STATE OF MICHIGAN
COUNTY OF WAYNE

ss.

On this 21st day of April, 1953, before me personally appeared Oscar Paul Rosbalt Jr.

Llewellyn Harkness

Donald E. Folsom

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.

[Signature]
(Signature of Notary)

Notary Public for Wayne County,
State of Michigan.

FRANCHISE FEE \$10.00
FILING FEE \$ 5.00

My commission expires May 4, 1954
(Notarial seal required if acknowledgment taken out of State)

ORIGINAL
(Non-Profit)

**MICHIGAN
ARTICLES OF INCORPORATION**

OF

LIVONIA JUNIOR CHAMBER
(Please type or print corporate name)

OF COMMERCE

Under Act 327, Public Acts of 1931, as amended.

(This form prepared by Michigan Corporation and Securities Commission.)

FILED

MAY 11 1953

Michigan Corporation and Securities Commission

MAIL THREE SIGNED AND ACKNOWLEDGED
COPIES TO:

Michigan Corporation & Securities Commission
P. O. Box 898 Lansing 4, Michigan

Fees \$15.00



RECEIVED

MAY 27 1953

MICHIGAN CORPORATION AND
SECURITIES COMMISSION

RECEIVED

MAY 11 1953

MICHIGAN CORPORATION AND
SECURITIES COMMISSION

MICHIGAN CORPORATION AND
SECURITIES COMMISSION

Mh. 7.0/7.13
Invested by

(For Use by Domestic Corporations)

**CERTIFICATE OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF**

Livonia Junior Chamber of Commerce
(Name of Corporation)

The undersigned corporation executes the following Certificate of Amendment to its Articles of Incorporation pursuant to the provisions of Section 631, Act 284, Public Acts of 1972:

1. The name of the corporation is Livonia Junior Chamber of Commerce

The location of the registered office is

15698 Riverside

Livonia

Michigan 48154

(No. and Street)

(Town or City)

(Zip Code)

2. The following amendment to the Articles of Incorporation was adopted by the shareholders of the corporation in accordance with Subsection (2) of Section 611, Act 284, Public Acts of 1972, on the 2nd day of October, 1973.

Resolved, that Article I of the Articles of Incorporation be amended to read as follows: (Any article being amended is required to be set forth in its entirety.)

The name of the corporation is Livonia Jaycees.

3. The necessary number of shares as required by statute were voted in favor of the amendment.

Dated this 2nd day of October, 1973

Livonia Junior Chamber of Commerce

(Corporate Name)

BY X

James Kline
(Signature)

James Kline, President

(Type or Print Name and Title)

(See Instructions on Reverse Side)

(Please do not write in spaces below -- for Department use)

MICHIGAN DEPARTMENT OF COMMERCE -- CORPORATION AND SECURITIES BUREAU	
Date Received OCT 12 1973	FILED Michigan Department of Commerce OCT 16 1973 <i>Richard K. Hendrick</i> DIRECTOR

C & S-111

INFORMATION AND INSTRUCTIONS
Certificate of Amendment - Domestic Corporations

1. This form may be used by both profit and non-profit corporations. In case of a non-profit corporation organized on a non-stock basis, "shareholders" shall be construed to be synonymous with "members".
2. An effective date, not later than 90 days subsequent to the date of filing may be stated in the Certificate of Amendment.
3. The Certificate of Amendment is required to be signed in ink by the chairman or vice-chairman of the board of directors or the president or a vice-president of the corporation.
4. One original copy is required. A true copy will be prepared by the Corporation and Securities Bureau and returned to the person submitting the Certificate of Amendment for filing.
5. FEES: Filing Fee\$10.00
Franchise Fee (payable only in case of increase in authorized capital stock) - 1/2 mill on each dollar of increase over highest previous authorized capital stock
(Make fee payable to State of Michigan)
6. Mail form and fee to:
Michigan Department of Commerce
Corporation and Securities Bureau
Corporation Division
P. O. Drawer C
Lansing, Michigan 48904

MICHIGAN DEPARTMENT OF COMMERCE-CORPORATION AND SECURITIES BUREAU	
(For Bureau use only)	Date Received
FILED	MAY 09 1983
MAY 10 1983	
Administrator	
MICHIGAN DEPARTMENT OF COMMERCE	
Corporation & Securities Bureau	

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION
 For use by Domestic Corporations
 (Please read instructions on last page before completing form)

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended (profit corporations), or Act 162, Public Acts of 1962 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The name of the corporation is:

Livonia Jaycees

2. The corporation identification number (CID) assigned by the Bureau is: 7151-1910

3. The location of the registered office is:

15698 Riverside Livonia, Michigan 48154
 (Street address) (City) (ZIP Code)

4. Article VIII of the Articles of Incorporation is hereby amended to read as follows:

The term of the corporation is extended to Perpetual

P

5. The foregoing Amendment to the Articles of Incorporation was duly adopted on the 3rd day of May, 1983, in accordance with the provisions of the Act. Complete and execute either a or b below, but not both.

This Amendment

- a. ☐ was duly adopted by the unanimous consent of the incorporator(s) before the first meeting of the board of directors or trustees.

Signed this _____ day of _____, 19____.

(Signatures of all incorporators; type or print name under each signature)

- b. (Check one of the following)

☒ was duly adopted by the shareholders or members, or by the directors if it is a nonprofit corporation organized on a nonstock directorship basis, in accordance with Section 611(2) of the Act. The necessary votes were cast in favor of the amendment.

☐ was duly adopted by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407 (1) and (2) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

☐ was duly adopted by written consent of all the shareholders or members entitled to vote in accordance with Section 407 (3) of the Act.

Signed this 3rd day of May, 1983

By Alan R Meier
(Signature)

ALAN R. MEIER - PRESIDENT
(Type or Print Name and Title)

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED
IN THE BOX BELOW. Include name, street and number (or P.O. box),
city, state and ZIP code.

Peters and Wilmering, P.C.
32716 Grand River
Farmington, Michigan 48024

Telephone:

Area Code 313

Number 476-8484

INFORMATION AND INSTRUCTIONS

1. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.

Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.

2. This document is to be used pursuant to the provisions of section 631 of the Act for the purpose of amending the articles of incorporation of a domestic corporation.
3. Item 2 - Enter the identification number previously assigned by the Bureau. If this number is unknown, leave it blank.
4. Item 4 - The entire article being amended must be set forth in its entirety. However, if the article being amended is divided into separately identified sections, only the sections being amended need be included.
5. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated.
6. If the amendment is adopted before the first meeting of the board of directors, item 5(a) must be completed and signed in ink by all of the incorporators. If the amendment is otherwise adopted, item 5(b) must be completed and signed in ink by the president, vice-president, chairperson, or vice-chairperson.

7. FEES: Filing fee (Make remittance payable to State of Michigan)-----\$10.00

Franchise fee for profit corporations (payable only if authorized capital stock has increased) - 1/2 mill (.0005) on each dollar of increase over highest previous authorized capital stock.

8. Mail form and fee to:

Michigan Department of Commerce
Corporation and Securities Bureau
Corporation Division
P.O. Box 30054
Lansing, Michigan 48909
Telephone: (517) 373-0493

Livonia Jaycees Chapter Bylaws
Updated 12-21-11

Article I – Name

Section 1: The name of this organization shall be: Livonia Jaycees.

Section 2: The principal office of the organization shall be located in the County of Wayne, State of Michigan at 37699 Six Mile Rd, Suite 250, Livonia, MI 48152 or at any other such location in the city of Livonia to be determined at the discretion of the President.

Article II – Affiliation

This organization shall be and hereby is affiliated with the Michigan Junior Chamber, The United States Junior Chamber, Junior Chamber International, and is subject to the Bylaws and Policies of these bodies insofar as the affect and prescribe the function of the local Junior Chamber chapters.

Article III – Purpose

The purpose of this organization shall be:

- A. To provide young persons, constituting its membership, training in leadership and to instill civic consciousness to better their usefulness as citizens and;
- B. Civic service through the organized efforts of the young persons of the community to promote the welfare of the community and its citizens through active, constructive projects.

Article IV – Membership

Section 1: Any young person of good character between the ages of twenty-one (21) and forty (40), both inclusive, is eligible for active membership in this organization with full privileges thereof. The Livonia Jaycees will accept anyone for membership regardless of race, religion, or creed.

Section 2: All applications for membership must be in writing and sponsored by a member in good standing. Applications must be accepted by the President and ratified by the Board before an applicant shall become a member. No person shall be ratified until payment for membership is received, and a code of conduct is signed, or in the alternative, upon ratification the board chooses to waive fees. In the event the President and Board do not accept the application, the applicant shall not become a member.

Section 3: Active membership shall cease on the member's Anniversary Date following his or her 41st birthday.

Section 4: Anyone under the age of 21 may join as an Associate Member. An Associate Member shall be considered a member in all ways, but shall not have voting rights or the ability to hold an elected office within the Jaycees.

Section 5: All members shall sign and follow the Livonia Jaycees Code of Conduct. Any member refusing to sign and follow the code of conduct may be removed by a majority vote of the Board of Directors.

Article V – Dues

Section 1: The individual member's Anniversary Dues Date shall be the month in which the member's original dues for membership are submitted to the Michigan Junior Chamber.

Section 2: The annual dues for regular members of this organization shall be 65 dollars. The total amount payable on the individual member's Anniversary Date, which is on record with The U.S. Junior Chamber. The sitting President shall not pay dues for the year in which he or she is President. The Livonia Jaycees shall absorb any cost for the President's membership.

Section 3: Any proposed changes to the amount of dues shall be included in the Chapter Plan, and when adopted the new amount shall become a part of these bylaws.

Section 4: No person shall be renewed until such time as their renewal dues are paid to the Treasurer, unless, upon motion by or to the board, those dues are waived.

Article VI – Government

Section 1: The government of this organization shall be vested in a Board of Directors (Board) consisting of all officers, all members who are state officers, who shall be termed ex-officio Board members, and not more than nine (9) other members as defined in section 2.

Section 2: The members of the Board of Directors, those who are neither officers nor ex-officio members, shall be elected according to the number of active members and shall hold office for a period of one (1) year, until their successors are duly elected and charged. These members shall be known as the Members at Large. One member under this section shall be elected per twenty-five (25) active members in the organization, determined at the date of nomination. A vacancy of the Board shall be filled only if the number of active members qualifies that the vacancy exists.

Section 3: The officers of this organization shall be the President, the President-Elect, the president who just left office known as the Past President, the Executive Vice President, the Vice President of Management Development, the Vice President of Community Development, the Vice President of Individual Development, the Membership Vice President, the Treasurer, the Secretary, and Legal Counsel if one be appointed pursuant to Article VIII. A vacancy within the officer position shall be filled by member of the Board not already holding an officer position.

Section 4: There shall be Auxiliary Board members. These Board members shall be considered Board members, but shall not have the right to vote, and shall not count

towards quorum. The Auxiliary Board members shall include such offices as directors, press secretary, corporate relations, chaplain, or any other office appointed by the President not otherwise created by these bylaws. An Auxiliary Board member shall have the powers and duties proscribed to them at the time of appointment, provided such powers are not in conflict with these By-Laws or the Policies of the Livonia Jaycees.

Directors shall be considered Auxiliary Board Members. They will be appointed by the area Vice Presidents, subject to Article VII below. Each area Vice President shall be able to appoint up to three directors. Each Director shall have the powers and duties proscribed to them, provided such powers are not in conflict with these By-Laws or the Policies of the Livonia Jaycees.

Section 4: A vacancy on the Board of Directors, or in any office, shall be filled by a vote of the Board of Directors. Such appointee shall serve until the next regular election.

Section 5: Quorum shall be defined as thirty percent (30%). In order for any act requiring a vote to pass, a majority of quorum shall be the minimum that is necessary, unless otherwise specified under these Bylaws.

Section 6: This organization shall be a Robert's Rules Organization. If there is a conflict between the Articles of Incorporation, these Bylaws, any resolution of the Board, or organization Policy, and Robert's Rules, then Robert's Rules is to be disregarded for purposes of resolving that conflict.

Article VII – Powers and Duties

Section 1: The Board of Directors shall have control of the property and management of the organization, subject to the best interests of the membership and the organization as a whole. The Board of Directors shall be empowered to vote on expenditures that are not in the Chapter Plan at a regularly scheduled General Membership Meeting up to fifteen hundred dollars (\$1500.00) per fiscal quarter. In an emergency circumstance, the President can solicit the membership through electronic means and obtain a fifty percent (50%) approval of the membership for any expenditure of any amount. The President's discretionary two hundred and fifty dollars (\$250.00) shall be considered part of the total fifteen hundred dollars (\$1500.00) per quarter. All other expenditures shall be approved by the general membership by a simple majority. No portion of this paragraph shall be construed to mean that any member, upon their own motion at any regular or special, board or general membership meeting, cannot propose an expenditure of any amount.

Section 2: The Past President shall serve as Chairman of the Board of Directors.

Section 3: The President shall make any day to day decisions regarding management of the chapter. The President shall have the authority to spend money up to two hundred and fifty (\$250.00) per fiscal quarter, providing an accounting is made to the board. The incoming President will conduct a "Board Retreat" prior to the January membership meeting. The President will work with the Board of Directors at that retreat to determine

a Chapter Plan and submit the Chapter Plan at the January General Membership Meeting for approval by the general membership. Said plan will include proposed expenditures for any project, which shall be considered approved by the membership regardless of amount, and not to affect the discretionary Board and Presidential spending limits, upon approval by the general membership. Any decisions made by the President under this and any other section can be reviewed and reversed by the Board. The President shall serve as Past President in the year following his or her term as President. The President shall preside over any Board meetings at which the Past President is absent.

Section 4: The President-Elect shall oversee the area Vice Presidents in ensuring that programming is executed. The President-Elect shall assume the role of President the year following his or her election to the office of President-Elect. The President-Elect shall preside over any board meeting at which both the Past President and the President are absent. The President-Elect shall also preside over any general membership meetings at which the President is absent. The President-Elect shall become President if the President is removed or steps down from office. If the President-Elect chooses not to accept the position of President, a President shall be chosen by the Board.

Section 5: There shall be an Executive Vice President. The Executive Vice Present shall oversee the administrative affairs of the Livonia Jaycees. This shall include overseeing the Offices of Treasurer, Secretary, Press Secretary, Legal Counsel, any standing committee, and all other matters determined by the President to be administrative. The Executive Vice President shall supervise the area Vice Presidents in ensuring that books and awards are timely and properly submitted. The Executive Vice President shall be responsible for submitting all awards that are submitted on behalf of the Chapter, including Blue Chip.

Section 6: The Management Development Vice President, who shall preside at board meetings in the absence of the Past President, President, and President-Elect. The Management Development Vice President shall also work with the President on such affairs of the organization as finances, and public relations. The Management Development Vice President shall answer to the President-Elect with regards to implementation of programming, and to the Executive Vice President with regards to awards submissions.

Section 7: The Individual Development Vice President shall work with the President on such affairs of the organization as the programs/projects for personal development of the individual members. . The Individual Development Vice President shall answer to the President-Elect with regards to implementation of programming, and to the Executive Vice President with regards to awards submissions.

Section 8: The Community Development Vice President shall work with the President on such affairs of the organization as the programs/projects for community involvement. The Community Development Vice President shall answer to the President-Elect with

regards to implementation of programming, and to the Executive Vice President with regards to awards submissions.

Section 9: The Membership Vice President shall preside at the general membership meeting in the absence of the President and President-Elect. The Membership Vice President shall work with the President on such affairs of the organization as the programs/projects for sustaining and building membership. The Membership Vice President shall answer to the President-Elect with regards to implementation of programming, and to the Executive Vice President with regards to awards and submissions.

Section 10: The Treasurer shall manage the funds of the organization. Funds of the organization shall be withdrawn from the bank or banks with which they are on deposit by the joint signature of the President and the Treasurer. The Treasurer shall provide funds pursuant to the President's spending power, and shall otherwise provide funds as directed by the Board. The Treasurer shall also issue notices of dues payable at least 60 days in advance of a member's Anniversary Date, be responsible for collecting them, and shall manage all financial records of the organization. The Treasurer shall make reports to the Board regarding all finances of the organization at all regular meetings, and such report shall detail all incomes and expenses. The Treasurer shall answer to the Executive Vice President and the President.

Section 11: The Secretary shall be in charge of taking the minutes, along with ensuring the chapter newsletter is published and circulated. The Secretary shall be custodian of all official records. The Secretary shall answer to the Executive Vice President and the President.

Section 12: The Members at Large shall be responsible for representing the opinions of the general membership on the board. They shall also chair at least one project per year.

Section 13: The Directors of the organization shall assist the area Vice President in overseeing the implementation of projects. They shall work the Vice President in a manner that the Vice President sees fit. A Director shall work with the Vice President in the assembling of books.

Article VIII – Elections

Section 1: The President, President-Elect, and Past President, if he or she is not running for another office, shall run elections. At their discretion, any of these three may appoint another to stand in their place, provided that anyone so appointed is not running for office.

Section 2: Prior to nominations at the October general membership meeting, a secret ballot vote shall be held to confirm the membership still wishes the President-Elect to assume the office of President. The President-Elect will need at least 51% of the votes to assume the office of President. The votes shall be counted by the President. The actual

percent shall be kept in confidence from the membership and President-Elect, unless the vote is challenged. In the event that the President-Elect does not receive the votes necessary, nominations will also be taken for the office of President according to section 3 and 4 below.

Section 3: Nominations for office shall be taken at the general membership meeting in October. A nomination for a position must be seconded to carry. The President-Elect and the President shall not be eligible to run for any office. No person shall run for the same office for a second term. Elections shall be held in November, by secret ballot, and shall be tallied by those running elections as described in Section 1 of this Article.

Section 4: At the annual election, there shall be elected, in order, a President-Elect, Vice President of Management Development, Vice President of Individual Development, Vice President of Community Development, Vice President of Membership, Treasurer, Secretary, and anyone needed to fill the Board of Directors as described in Article VI.

Section 5: The Executive Vice President shall be appointed by the President, subject to the approval of the Board at the January Board meeting.

Section 6: A Legal Counsel may be selected by the Board at the January meeting. This person shall serve on the Board of Directors until the next Legal Counsel assumes office.

Section 7: Directors shall be appointed by the appropriate area Vice President, subject to the approval of the President.

Section 8: Those elected shall begin office on January 1 of the following calendar year, and shall serve until December 31. This period shall be the definition of any term of office under these bylaws. The exceptions shall be the President-Elect, who shall serve as President during the next term; and the President, who shall serve as Past President in the term following his term as President.

Section 9: The President shall organize and preside over a year end awards banquet in the January following his or her presidency. The outgoing President shall also preside at any function that relates back to the President's term, even if that event occurs beyond the calendar dates of their term. Such functions shall include, but not be limited to, State Year End Convention, and National Year End Convention.

Section 10: The Livonia Jaycees delegate votes for state-wide elections shall be determined as follows:

- A. A discussion shall be held the night before the state wide elections at convention,
- B. Members shall declare how they would like the Livonia Jaycees to vote after the discussion,
- C. The Livonia delegate votes shall be divided proportionally along the decisions made by the members present at the discussion, and

- D. The results of the discussion and the proportional manner the Livonia Jaycees delegate votes will be divided shall be kept in confidence to only the members present at the discussion.

Article IX – Meetings

Section 1: The organization shall hold a business meeting at least once a month, as listed in the Chapter Plan.

Section 2: Meetings of the Board of Directors shall be held at prearranged dates or at the call of the President.

Section 3: In an emergency event, the President may secure a vote by the board via e-mail or telephone. A quorum must be reached in order for the vote to carry, at which point it will become temporarily approved. To become official, the vote must be adopted by the Board at the next regular meeting.

Article X – Committees

Section 1: The Board of Directors shall determine the committees deemed proper and necessary to fulfill the object and purpose of the organization.

Section 2: The President, subject to the approval of the Board, shall appoint all committee Chairpersons. Such committee Chairperson shall be responsible for submitting a Chairman's Planning Guide upon the completion of the task the committee was created for, or for a committee with a term lasting an entire year or beyond, during the 4th quarter.

Section 3: The President and the appropriate Vice President shall be ex-officio members of all committees.

Section 4: The Chairperson is to govern the activities and methods of the committee. The committee Chairperson shall submit regular written reports to the appropriate Vice President. The Vice President shall present those reports to the board at all regular meetings. At their discretion, the Vice President may have the Chairperson present the report.

Section 5: The President, upon written petition citing specific reasons by the appropriate Vice President, the President-Elect, or the Executive Vice President, may remove a Chairperson from their position. Any such removal is subject to ratification by the Board.

Article XI – Projects

Section 1: The Chairperson of a Project shall be appointed by the appropriate area Vice President, the President-Elect, or the President.

Section 2: The Chairperson shall be responsible for completing and timely submitting a Chairman's Planning Guide and a single project entry if one is requested.

Section 3: The Chairperson shall submit regular reports to the appropriate area Vice President. The Vice President shall present those reports to the board at all regular meetings. At their discretion, the Vice President may have the Chairperson present the report.

Section 4: The Chairperson shall answer to any Director so named to them by the area Vice President, the President-Elect, and the President.

Section 5: The President, upon written petition citing specific reasons by the area Vice President, the President-Elect, or the Executive Vice President, may remove a Chairperson from their position. Any such removal is subject to ratification by the Board.

Article XII – Amendment

Section 1: These bylaws may be amended by a two-thirds (2/3) majority vote of the membership at any regular or special meeting, provided that a written copy of the proposed changes was presented to the general membership at a regular meeting at least thirty (30) days prior to the vote.

Article XIII – Authority to Bind

Section 1: No member of this organization shall contract for or incur debt or enter into any agreement or otherwise obligate this organization except by authorization of the Board of Directors or the membership, unless otherwise authorized by these bylaws.

Article XIV – Delegations

Section 1: Delegations of special committees shall be appointed by the President, subject to the approval of the Board, to represent the organization at any convention, meeting, or assembly as may be necessary. Such delegations or committees shall exercise only those powers specifically vested in them by the Board.

Article XV – Removal from Office, Removal from the Organization

Section 1: It shall be the duty of the Board of Directors to attend meetings of the organization and that body. Any absence for which the Board member has not given prior notice of a justifiable reason to the President or President-Elect is an unexcused absence. A justifiable reason is at the discretion of the President, and to be approved by the Board. Total absences, excused or unexcused, are not to exceed one third (1/3) of the total regular meetings of the Board and the general membership to that date. Any Board member who has two consecutive unexcused absences of the regular meeting of the Board or the general membership or a total of three unexcused absences from the meeting of the Board or the general membership, or who has failed to attend a minimum of two conventions during the calendar year during which they took office, may be dismissed from the Board. It is within the discretion of the Board whether or not to remove a

member for excessive absenteeism. Such removal shall be by vote of the board, pursuant to Section 3, below. Said removed member shall be notified in writing of their dismissal within five days of the board meeting or special vote where dismissal is decided. Said member has 14 days from the date the notification is sent to provide written explanation. Upon receipt of the written explanation from the dismissed Board member, it shall be reviewed by the Board. If approved by the Board, dismissal may be waived.

Section 2: A member of the Board may be removed for misfeasance, malfeasance, dereliction of duties under these By-laws or the policies of the Livonia Jaycees, or failure to complete and timely submit any paperwork requested by the President may be removed by vote of the Board, pursuant to Section 3, below. Said removed member shall be notified in writing of their dismissal within five days of the board meeting or special vote where dismissal is decided. Said member has 14 days from the date the notification is sent to provide written explanation. Upon receipt of the written explanation from the dismissed Board member, it shall be reviewed by the Board. If approved by the Board, dismissal may be waived.

Section 3: Any member of the Board of Directors may be removed by a vote of a two-thirds (2/3) majority of the members of the Board present and voting at any meeting of the Board. Notice of such resolution shall be given to each member of the Board at least 10 days prior to the vote on the resolution. Any member of the Board of Directors subject to be removed may attend any such meeting in person, or by representative and be allowed to respond to said resolution. Removal from the Board shall also constitute removal from any Officer position held by the member. The removed person will thereafter be considered a general member.

Section 4: A special recall election may be held to remove any member of the Board.

A. A petition signed by not less than fifty percent (50%) of the membership of this organization as determined at the time of drafting the petition must be presented to the Board.

B. The Board shall then schedule a recall election for the next general membership meeting and shall notify the membership of this fact.

C. A two-thirds (2/3) vote of the membership present and voting is necessary to remove any Board member.

D. Removal from the Board under this provision shall also constitute removal from any Officer position held by the member. The removed person will thereafter be considered a general member.

Section 5: Any general member may be removed from the organization. Upon application by any member or Board member, the Board shall notify the member at least 5 days prior to the regular meeting of the Board and the general membership where removal will be heard. Such notification shall be by any means, or multiple means, calculated to ensure that the member shall receive it. The member who is sought to be removed shall be able to review the application against them, and present any evidence or testimony in their own defense at both the Board meeting and general membership

meeting where removal shall be heard, whether in person, by proxy, or by submission. If the member sought to be removed fails to respond to the notice, it shall not be considered an admission of guilt or acquiescence to removal.

Upon the Board's hearing for removal, a 2/3 majority vote of the Board shall be required to put the removal to the membership. If the Board votes in favor of removal, the removal shall be added to the agenda for the next regular general membership meeting. If 2/3 of the general members vote to approve the removal, that person shall immediately cease to be considered a Livonia Jaycee.

Section 6: Any member of the organization refusing to sign and/or follow the code of conduct may be removed by a majority vote of the Board of Directors.

Article XVI – Policy

A written policy may be established which shall state the rules pertaining to the adoption of programs, duties of officers and directors, and other matters of concern to the organization. Any changes and adoption of policy under this provision shall be subject to the majority vote of the Board.

Article XVII – Dissolution

In the event of dissolution of the Livonia Jaycees, whether voluntary or involuntary, then all of the assets shall be given to a charity similar in purpose to the Livonia Jaycees. The outgoing Board of the Livonia Jaycees shall determine that charity at their discretion.

UNITED STATES JUNIOR CHAMBER OF COMMERCE

(Livonia Jaycees)

EIN: 38-2437287 | Livonia, Michigan, United States

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice.
Most small organizations that receive less than \$50,000 fall into this category.

✓ **Tax Year 2022 Form 990-N (e-Postcard)**

✓ **Tax Year 2021 Form 990-N (e-Postcard)**

✓ **Tax Year 2020 Form 990-N (e-Postcard)**

✓ **Tax Year 2019 Form 990-N (e-Postcard)**

✓ **Tax Year 2018 Form 990-N (e-Postcard)**

✓ **Tax Year 2017 Form 990-N (e-Postcard)**

✓ **Tax Year 2016 Form 990-N (e-Postcard)**

✓ **Tax Year 2015 Form 990-N (e-Postcard)**

✓ **Tax Year 2014 Form 990-N (e-Postcard)**

✓ **Tax Year 2013 Form 990-N (e-Postcard)**

✓ **Tax Year 2012 Form 990-N (e-Postcard)**

✓ **Tax Year 2011 Form 990-N (e-Postcard)**

✓ **Tax Year 2010 Form 990-N (e-Postcard)**

✓ **Tax Year 2009 Form 990-N (e-Postcard)**



LETTER TO THE LIVONIA CITY COUNCIL

12.

City Clerk
September 18, 2023

MEETING DATE

R101623

PREPARED BY

Lori Miller, MiPMC, Deputy City Clerk,

AGENDA ITEM

APPROVAL OF CITY OF LIVONIA EARLY VOTING SITE: Office of the City Clerk, as adopted by the Election Commission meeting, to establish the location, days, and hours of operation for Livonia's Early Voting Site as required by Public Act 81 of 2023, to be filed with the Wayne County Clerk.

BACKGROUND DETAILS

Honorable Members of City Council, City of Livonia

Subject: The establishment of an early voting site in the City of Livonia

Dear Council Members:

At its Regular Meeting of September 28, 2023, with minutes to be approved at a future date, the Election Commission adopted the following resolution:

Upon a motion by Maureen, seconded by Nash, and unanimously adopted, it was:

As required by MCL 168.720g as amended by Public Act 81 of 2023, following the adoption of Proposal 2022-2. and the amendment to the Michigan Constitution, the City of Livonia is required to have at least one Early Voting Site for all statewide and federal elections to accommodate early voting. The law requires the early voting site be open for nine consecutive days starting with the second Saturday before the Election through the Sunday prior to the election, for a minimum of eight hours a day. In addition, the law requires that all early voting dates and times be posted forty-five (45) days prior to every election and an early voting plan must be filed with Wayne County by the Livonia City Clerk by October 30, 2023.

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

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 October 16, 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: Mayor Maureen Miller Brosnan, City Clerk Susan Nash, Assistant City Attorney, Eric Goldstein. Absent: None. The following resolution was made and adopted:

#___-23 WHEREAS, Michigan electors adopted Proposal 2022-2 to amend the Michigan Constitution on November 8, 2022, which in part requires each municipality to have at least one

early voting site for statewide and federal elections to accommodate early voting; and

WHEREAS, early voting consists of nine consecutive days of in-person voting starting the second Saturday before the election, the Sunday prior to the election, with a minimum of eight hours of in-person voting each day; and

WHEREAS, Public Act 81 of 2023 grants authority to the legislative body of a local municipality to establish an early voting site; and

WHEREAS, Public Act 81 of 2023 also requires that all early voting dates and times be posted forty-five (45) days prior to every election; and

WHEREAS, an early voting plan must include all of the items listed in MCL 168.720g as amended by PA 81 of 2023 and be filed with Wayne County by the City Clerk by October 30, 2023; and now,

NOW THEREFORE BE IT RESOLVED that the Livonia City Council concurs with the recommendation of the Livonia Election Commission and hereby establishes the early voting site for all statewide and federal elections conducted in the City of Livonia to be Livonia Housing Commission, 10800 Farmington Rd, Livonia MI 48150.

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

AYES: Brosnan, Nash
NAYS: None

The President declared the resolution adopted.

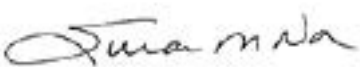
IN WITNESS WHEREOF, the undersigned has hereunto affixed her signature on this ____ day of _____, 2023.

Susan M. Nash, City Clerk
City of Livonia, Wayne County, Michigan

ATTACHMENTS

1. Early Voting Council Resolution

APPROVED BY



Date: October 04, 2023

Susan Nash, MiPMC, CMC, City Clerk

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 October 16, 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: *****. Absent: *****. The following resolution was made and adopted:

#___-23 WHEREAS, Michigan electors adopted Proposal 2022-2 to amend the Michigan Constitution on November 8, 2022, which in part requires each municipality to have at least one early voting site for statewide and federal elections to accommodate early voting; and

WHEREAS, early voting consists of nine consecutive days of in-person voting starting the second Saturday before the election the Sunday prior to the election, with a minimum of eight hours of in-person voting each day; and

WHEREAS, Public Act 81 of 2023 grants authority to the legislative body of a local municipality to establish an early voting site; and

WHEREAS, Public Act 81 of 2023 also requires that all early voting dates and times be posted forty-five (45) days prior to every election; and

WHEREAS, an early voting plan must include all of the items listed in MCL 168.720g as amended by PA 81 of 2023 and be filed with Wayne County by the City Clerk by October 30, 2023; and.

NOW THEREFORE BE IT RESOLVED that the Livonia City Council concurs with the recommendation of the Livonia Election Commission and hereby establishes the early voting site for all statewide and federal elections conducted in the City of Livonia to be Livonia Housing Commission, 10800 Farmington Rd, Livonia MI 48150.

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

AYES: *****

NAYS: *****

The President declared the resolution adopted.

IN WITNESS WHEREOF, the undersigned has hereunto affixed her signature on this ____th day of October, 2023.

Susan M. Nash, City Clerk
City of Livonia, Wayne County, Michigan



LETTER TO THE LIVONIA CITY COUNCIL

X1.

Mayor's Office
October 16, 2023

MEETING DATE

R101623

PREPARED BY

Janice Nowicki, Mayor's Office

AGENDA ITEM

X1. REQUEST TO APPROVE INTERGOVERNMENTAL AGREEMENT WITH WAYNE COUNTY: Office of the Mayor, re: for partial funding of Project Catalyst for the Livonia Senior Wellness Center Project.

BACKGROUND DETAILS

Dear Council Members:

It is with great enthusiasm that we ask your approval of an Intergovernmental Agreement with Wayne County, which provides \$8 million in funding to support building the new Livonia Senior Wellness Center adjacent to the Kirksey Recreation Center.

As you know, this exciting plan – which we call Project Catalyst: Launching Livonia Vision 21 – has been in the works for more than two years. The County's commitment identified in this proposed agreement is an essential and significant portion of the funding necessary to make this project a reality.

We believe relocating the outdated Livonia Senior Center will be the decisive first step in implementing Livonia Vision 21, the community-inspired, resident-driven master plan designed to make Livonia a city our children want to come home to. Livonia Vision 21, adopted by the City Council in 2019, is a transformative project that initiates a reimagined city center, with mixed-use, walkable residential, business and community spaces, creating a functional downtown and a true sense of place.

The new Livonia Senior Wellness Center facility will create safer, healthier, and more flexible spaces for older adults; a separate circular drive and covered canopy entrance, plus dedicated parking; enlarged kitchen, dining room and fitness spaces; and a new café and lounge area.

Thank you, in advance, for considering this X-item to accept the proposed Intergovernmental Agreement with Wayne County for \$8 million in funding.

Sincerely,
Maureen Miller Brosnan
Mayor

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

Approve proposed intergovernmental agreement with Wayne County for partial funding of Project Catalyst: Livonia Senior Wellness Center Project, to be deposited into the Senior Center Construction Fund (419).

ATTACHMENTS

1. R101623 - X-Item
2. Livonia Rec-Senior Center IGA (October 2023) 10-13-23

APPROVED BY



Michael Slater, Finance Director

Date: October 16, 2023



Paul Bernier, City Attorney

Date: October 16, 2023



Maureen Miller Brosnan, Mayor

Date: October 16, 2023

From: [Nowicki, Janice](#)
To: [Kasprowicz, Sara](#); [CityCouncil](#)
Cc: [Mayor Staff](#)
Subject: X-Item Addition to October 16 Agenda
Date: Friday, October 13, 2023 4:48:40 PM
Attachments: [Intergovernmental Agreement Approval Request 10-13-23 PDF.pdf](#)
[Livonia Rec-Senior Center IGA \(October 2023\) 10-13-23.pdf](#)
Importance: High

Good afternoon,

Mayor Brosnan and Council President Jolly have discussed, and agreed upon, adding an X-Item to the Council agenda for Monday, October 16.

Please see the attached letter and supporting document, both related to the X-Item agenda addition.

Thank you,
Janice

Janice Nowicki

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

OFFICE OF THE MAYOR

MAUREEN MILLER BROSNAN
MAYOR



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

October 13, 2023

To: Livonia City Council President Jolly

Re: REQUEST TO APPROVE INTERGOVERNMENTAL AGREEMENT WITH WAYNE COUNTY
for partial funding of Project Catalyst: Livonia Senior Wellness Center Project

Dear Council Members:

It is with great enthusiasm that we ask your approval of an Intergovernmental Agreement with Wayne County, which provides \$8 million in funding to support building the new Livonia Senior Wellness Center adjacent to the Kirksey Recreation Center.

As you know, this exciting plan – which we call Project Catalyst: Launching Livonia Vision 21 – has been in the works for more than two years. The County's commitment identified in this proposed agreement is an essential and significant portion of the funding necessary to make this project a reality.

We believe relocating the outdated Livonia Senior Center will be the decisive first step in implementing Livonia Vision 21, the community-inspired, resident-driven master plan designed to make Livonia a city our children want to come home to. Livonia Vision 21, adopted by the City Council in 2019, is a transformative project that initiates a reimagined city center, with mixed-use, walkable residential, business and community spaces, creating a functional downtown and a true sense of place.

The new Livonia Senior Wellness Center facility will create safer, healthier, and more flexible spaces for older adults; a separate circular drive and covered canopy entrance, plus dedicated parking; enlarged kitchen, dining room and fitness spaces; and a new café and lounge area.

Thank you, in advance, for considering this X-item to accept the proposed Intergovernmental Agreement with Wayne County for \$8 million in funding.

Sincerely,

Maureen Miller Brosnan
Mayor

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE

CHARTER COUNTY OF WAYNE

AND

THE CITY OF LIVONIA

FOR

PARTIAL FUNDING FOR LIVONIA SENIOR CENTER PROJECT

THIS INTERGOVERNMENTAL AGREEMENT ("IGA" and/or "Agreement") is between the Charter County of Wayne, Michigan, a body corporate and a Michigan charter county (the "Wayne County" or the "County"), and the City of Livonia, a Michigan municipal corporation (hereinafter "City"). Collectively Wayne County and the City shall be referred to as the Parties.

RECITALS

WHEREAS, Wayne County has determined that it is in the best interest of the CITY to provide financial assistance to the CITY for the purpose of providing partial funding for the relocation and construction of a new senior center (the "Project"); and

WHEREAS, the goal of the Agreement is to provide Project Funds to the CITY to support the work outlined in the Scope of Work attached hereto as EXHIBIT A and fully incorporated herein by reference; and

WHEREAS, the CITY has applied to Wayne County for partial funding for the Project in amount not to exceed Eight Million Dollars (\$8,000,000.00) (the "Project Funds") to achieve the goals and actions in the Scope of Work; and

WHEREAS, Wayne County approves the Project Funds to the CITY pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual undertakings of the parties hereto, it is agreed as follows:

ARTICLE I **DEFINED TERMS**

"**Contractor** or **Subcontractor**" shall mean those vendors selected by the CITY, pursuant to applicable local procurement requirements, as eligible vendors to provide supplies and services outlined in this Agreement.

"**OMB**" shall mean the Federal Office of Management and Budget.

"**Project**" shall mean the Educational Services Project (the "Project"), as outlined in **EXHIBIT A** and supported by the Project Funds.

"**Intergovernmental Agreement**" or "**Agreement**" shall mean this agreement between the County of Wayne and CITY.

ARTICLE II

PURPOSE

The use of Project Funds is designed to further the County's governmental purposes. CITY may only use Project Funds for eligible activities covered by this Agreement. CITY's Scope of Work outlining the eligible use or uses of Project Funds is attached hereto as EXHIBIT A.

ARTICLE III

SCOPE OF THE PROJECT AND DISBURSEMENT OF FUNDS

3.01 The City will obtain the Services described in EXHIBIT A.

3.02 The CITY will be responsible for administering the Project for the County as specified in EXHIBIT A, Scope of Work. CITY will administer all tasks in connection with these activities in compliance with all applicable Federal, State, and local laws, rules and regulations governing these funds, and in a manner satisfactory to the County. Project Funds must be used according to the Project as described in EXHIBIT A which is attached hereto and incorporated by reference. CITY may not re-direct budgeted funds to any activity not currently contemplated in EXHIBIT A without seeking approval of the County.

3.03 Responsibilities of CITY. CITY shall:

(a) perform all tasks necessary to effectively accomplish the stated educational goals, including performing routine review and monitoring to ensure the Project Funds are being used effectively and efficiently.

(b) be responsible for all contract bidding, awarding of the contract, and administration of the contract.

(c) be responsible for any additional costs to the Project apart from the Project Funds, from whatever source available to ensure completion of the Project, understanding that the County is not responsible for any costs above the Project Funds amount.

3.04 Goals and Objectives. In addition to applicable rules and regulations, CITY shall monitor the performance of the Project against the standards contained in the Scope of Work in EXHIBIT A. Substandard performance shall mean contract performance not meeting industry standards, as determined in the sole discretion of the County, will constitute non-compliance with this Agreement. County will provide CITY with a Notice of Default under the terms and conditions of this Agreement. If CITY fails to take corrective action within thirty (30) days of the Notice of Default that is satisfactory within the discretion of the County, the County may terminate this Agreement and all Project funding shall be halted. In such cases, CITY must promptly return any unused Project Funds to the County.

3.05 Fund Disbursement. CITY may request payment for eligible activities no more than once a month through a properly submitted written invoice with accompanying required

documentation and reporting to substantiate that the Project Funds were obligated in an eligible manner. Project Funds will be disbursed in the following manner:

- (a) Eligible Project Funds will be disbursed within 30 days of proper presentation by CITY, and receipt by County, of a written invoice or invoices supported by accompanying documentation satisfactory to the County to ensure that the Project Funds sought satisfy eligibility requirements, such as being obligated for eligible activities in an eligible manner in accordance with the Scope of Work and applicable laws, rules, and regulations.
- (b) CITY will invoice the County for Project Funds at most once a month.
- (c) CITY shall submit invoices and supporting documentation via email as required and specified by the County, with an attestation by CITY's accounting manager that the submission is correct and accurate.

3.06 Relationship of Parties. The relationship of CITY to the County is, and will continue to be, that of an independent contractor. 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 agent, subcontractor, subgrantee or employee as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. The County shall not be responsible for any claims made against CITY related to the Project.

3.07 Disputes Regarding Services. If there is any dispute between the parties regarding the extent, character and quality of the services to be performed by CITY pursuant to the Scope of Work contained in EXHIBIT A, the interpretation and determination of the County shall govern such disputes.

3.08 No Waiver of Rights. All services for which Project Funds are sought are subject to review and approval of the County for completeness and fulfillment of the requirements of this Agreement. Neither the County's review, approval, or payment for any of the services shall be construed to operate as a waiver of any rights under the Agreement, and CITY shall be and remain liable in accordance with the applicable law for all damages to the County caused by CITY's negligent performance or nonperformance of any of the work outlined in EXHIBIT A.

3.09 Use of Wayne County Businesses and Involvement of County. In order to fulfill the purpose of stimulating economic growth in Wayne County, where practicable and to the extent permitted by law, CITY will facilitate the use of businesses based in Wayne County to complete the Project and shall include the opportunity for a representative of Wayne County to participate in any committee that evaluates the bids or proposals of prospective vendors to be utilized for the Project.

ARTICLE IV
TERM OF CONTRACT

4.01 Term. The term of this Agreement shall commence upon approval by the Wayne County Commission and shall terminate on completion of the Project but not later than four (4) years, unless terminated before such time under the terms and conditions indicated in this IGA. CITY shall spend no less than 70% of the Project Funds being provided under this Agreement for eligible expenditures as outlined herein by October 1, 2025 and the remaining 30% of the Project Funds by October 1, 2026.

ARTICLE V
RECORDS, REPORTS, AND DATA

5.01 Records to be Maintained. CITY shall maintain all records related to the Project funded under this Agreement to assist the County in complying with audit requirements and overseeing the Project. Such records shall include, but not be limited to:

- (a) Records documenting the selection process for all Project vendors;
- (b) Records providing a full description of each Project activity undertaken;
- (c) Records related to all aspects of the services performed under this Agreement and as described in the Scope of Work;
- (d) Financial records of all disbursements to Project organizations, vendors, and beneficiaries;
- (e) Records and reports (including those pertaining to race, ethnicity, gender, and disability status data) that may be required within the timeframe outlined in this Agreement, except for documents that may not be disclosed pursuant to State or Federal law.

5.02 Record Retention. CITY shall retain all records specified in Section 5.01 hereof and any costs and expenses incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all audit findings, if any, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any individual serviced under the terms of this Agreement must be kept for five (5) years after it has received final Project assistance.

5.03 Examination of Records. The County, including the Legislative Auditor General in accordance with County Ordinances, shall have the right to examine and audit all books, records, documents and other supporting data of CITY related to this Project which will permit adequate evaluation of the services, the cost, or pricing data submitted by CITY. The County may delay payment to CITY pending the receipt of such records and the results of any related audit without penalty or interest.

5.04 Completeness of Record. The records shall contain a full description of each activity assisted or being assisted with Project Funds.

5.05 Program Reports. CITY shall timely prepare and submit, to the County, all Project- related Reports required by this Agreement or as required by law.

5.06 Right to Audit. 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.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

In order to induce the County to enter into this Agreement, CITY represents and warrants to the County that as of the date hereof all of the following are true, accurate and factual:

6.01 Execution of Agreement. CITY has the power and authority to execute and perform this Agreement, to receive the Project Funds in accordance with the terms of this Agreement and to do any and all other things required of it hereunder.

6.02 Valid Agreement. This Agreement will be the valid and binding obligation of CITY, legally enforceable in accordance with its terms.

6.03. No Conflict With Other Agreements. The execution, delivery and performance of this Agreement:

(a) will not violate any provision of law, any order of any court or other agency of government, any provision of any indenture, agreement or other instrument to which CITY is a party, or by which any of its properties or assets are bound; and

(b) will not be in conflict with, result in a breach of, or constitute (with or without due notice and/or passage of time) a default under, any such indenture, agreement other instrument.

6.04. Conflict of Interest. CITY warrants that its participation in the Project is not a conflict of interest with any person or entity associated with the Project or CITY.

6.05 No Suits or Proceedings. There are no actions, suits or proceedings, and no proceedings before any arbitrator or by or before any governmental commission, board, bureau or other administrative agency, pending, or, to the best knowledge of CITY, threatened against or affecting CITY, or any properties or rights of CITY, which, if adversely determined, could materially impair the right of CITY to carry on business substantially as now conducted or could have a materially adverse effect upon the financial condition of CITY.

6.06 Funds to Related Parties. CITY has not granted, nor will grant, any Project Funds to any party directly related to an elected official or appointee of the County.

6.07 Misrepresentations By CITY. No representation or warranty of CITY contained in this Agreement or in any of its related documents, and no statement contained in any certificate, schedule, list, exhibit or other instrument furnished to the County by or on behalf of CITY contains, or will contain, any untrue statement of a material fact, or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein not misleading.

6.08. Qualified to Provide Services. CITY warrants that it and its subcontractors are or will be qualified to perform the obligations outlined in this Agreement, some of which are contained in the Scope of Work outlined in EXHIBIT A. CITY also represents and warrants that CITY is authorized to enter into this Agreement under the laws of the State of Michigan and is duly qualified to perform the obligations as set forth in the Agreement. The execution of this Agreement is within CITY's authorized powers and is not in contravention of federal, state, or local law.

6.09. Staff Qualified. CITY warrants that all employees of CITY and subcontractors assigned to the performance of the services outlined herein are qualified and authorized to perform the services under the state and local laws and governing professional association rules where the employee is employed. CITY must devote the time and professional ability as is necessary to most effectively and efficiently perform the obligations of this Agreement according to professional standards.

6.10 Replacement of Staff. Whenever one of CITY's employees assigned to this Agreement must be replaced for any reason, CITY warrants that it will supply an acceptable replacement as soon as possible and agrees not to substitute a lower classified employee to perform the Services without obtaining prior County approval in writing.

6.11 Delay or Adverse Condition. CITY shall inform the County as soon as reasonably possible if one of the following types of conditions becomes known: problems or adverse conditions that materially affect the ability of CITY to timely attain the Project goals.

6.12 Notification of Event of Default. CITY shall promptly notify the County of the occurrence of any Event of Default as defined herein.

ARTICLE VII

EVENT OF DEFAULT

7.01 Should any of the following events (each an "Event of Default") occur, CITY shall be in default under this Agreement:

- (a) Failure in the performance of a material term, condition, obligation or covenant of CITY set forth in this Agreement;

- (b) Any warranty, representation, financial data or other information made or furnished to the County by or on behalf of CITY or in connection with this Agreement which proves to be materially false when made; and
- (c) Failure of CITY to comply with the material terms, covenants, conditions, exhibits, ordinances, rules and regulations set forth herein.
- (d) Abandonment of the Project, whether before or after the termination date of this Agreement.
- (e) The institution of any bankruptcy, reorganization or insolvency proceedings or any similar proceedings by or against CITY, whether voluntary or involuntary, filed under any present or future bankruptcy law.
- (f) Failure to substantially complete the Project as required by the terms of this Agreement.
- (g) Failure to perform the services contained in the Scope of Work in a competent manner in compliance with industry standards.
- (h) Failure to maintain the records specified in this Agreement for the project.
- (i) Failure to provide the monthly reporting on the Project as required hereunder.

7.02 No Waiver of Default. No default shall be waived by the County, except in writing signed by an officer of the County, and no waiver of any default shall operate as a waiver of any other default or of the same default on a future occasion.

ARTICLE VIII

REMEDIES UPON DEFAULT

8.01 Remedies on Default. If an Event of Default occurs under this Agreement, as defined in Section 7.01, the County shall notify CITY of the default in writing (a “Notice of Default”). After CITY receives a Notice of Default under this Agreement, CITY shall have thirty (30) days to cure the default to the County’s satisfaction. If a default is not cured within the applicable time period, or waived, the County shall have the following rights and remedies:

- (a) Exercise any and all rights and remedies set forth in this Agreement;
- (b) Exercise all rights and remedies available at law or in equity;
- (c) Termination of this Agreement;
- (d) CITY shall be liable to the County for any damages incurred by the County in enforcing this Agreement, including but not limited to, costs and attorney fees.

8.02 Remedies Cumulative. The rights and remedies of the County set forth in Section 8.01 hereof are cumulative, and the County shall have the sole discretion to determine the rights and remedies to exercise and the order in which they are exercised.

8.03. Delay in Exercise of Remedy Not Material. No delay or failure of a party in exercising any right, power or privilege hereunder shall of itself affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege. The rights and remedies of the County under this Agreement are cumulative and not exclusive of any rights or remedies, which the County may otherwise have.

8.04. Force Majeure. Notwithstanding any other term or condition of this Agreement, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) natural disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties; or (h) compliance with law. Reasonable notice shall be given to the affected Party of such event.

ARTICLE IX

COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

9.01 CITY shall comply with all applicable laws, rules, and regulations applicable to the Project, whether federal, state, or local, and CITY is deemed to have knowledge of all such applicable laws, rules, and regulations.

9.02 CITY shall comply with any other applicable laws, rules, or regulations now existing or subsequently adopted, including the following:

- (a) CITY shall comply with applicable local, County, State or Federal requirements applicable to the Project, as well as applicable local procurement requirements, , including, but not limited to, nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and a drug-free workplace.

- (b) CITY will comply with the Single Audit Act of 1984 and 2 CFR 200 as applicable and provide any disclosures required by law.

- (c) CITY shall not exclude any person from participation in the program on the basis of race, color, national origin, sex, age, or disability.

- (d) CITY shall comply with, and assist the County to comply with, the Federal Funding Accountability and Transparency Act (FFATA) insofar as it is applicable to this project.

9.03 CITY has warranted to County that, to the best of its knowledge and belief, its program, internal policies and procedures, as written and implemented, are in compliance with all

applicable laws, rules, and regulations. CITY further warrants that any non-compliance with such laws, rules, and regulations shall be the responsibility of CITY.

9.04 CITY shall comply with the County's Ethics in Public Contracting Ordinance.

ARTICLE X

CONFLICT OF INTEREST

10.01 CITY covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Agreement. CITY further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by CITY.

10.02 CITY also warrants that it will not and has not employed any Wayne County employee to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the Recipient may, at its option, terminate this Agreement without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to CITY, the amount of any such commission, percentage, brokerage, or contingent fee.

ARTICLE XI

HOLD HARMLESS

11.01 Performance Solely CITY's. It is agreed that the County is merely acting as a funding source for the Project and that Performance of this Agreement is within the control only of CITY. 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.

11.02 Hold Harmless. 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.

ARTICLE XII

INSURANCE

12.01 CITY maintains commercial general liability, workers comp, and automobile liability coverage through the Michigan Municipal Risk Management Association (MMRMA), or other recognized source, or is self-insured at or above the levels and standards provided below. The following coverage shall be maintained at all times, at its expense, during the term of this Agreement:

- (a) **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.

(b) **Workers' Compensation:** CITY shall contractually require its constructors and contractors to maintain at all times, at their expense, during the term of this Agreement, insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$500,000 per accident for bodily injury or disease. Certificates evidencing such coverage shall be filed with CITY and available to the County.

(c) **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CITY 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.

12.02 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 CITY 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 CITY'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).

12.03 Primary Coverage. For any claims related to this Agreement, CITY'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 CITY's insurance and shall not contribute with it.

12.04 Notice of Cancellation. Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

12.05 Waiver of Subrogation. CITY grants to the County a waiver of any right to subrogation which any insurer of CITY may acquire against the County by virtue of the payment of any loss under such insurance. CITY 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.

12.06 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require CITY to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

12.07 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.

12.08 Claims-made Policies. If any of the required policies provide coverage on a claims-made basis:

- (a) The Retroactive Date must be shown and must be before the date of the Agreement or the date CITY starts to perform the services.
- (b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement.
- (c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, CITY must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work outlined in this Agreement.

12.09 Verification of Coverage. CITY shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before CITY begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive CITY's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.

12.10 Subcontractors. CITY shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements in this Agreement.

12.11 CITY must submit certificates evidencing the insurance or self-insurance to the County's Risk Management Division at the time CITY executes the Agreement, and at least fifteen (15) days prior to the expiration dates of expiring policies.

ARTICLE XIII 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.

13.07 Protection of Infrastructure. The City must ensure to protect all structures, conduits, wires, pipes, sewers, sewer grates/covers, manhole covers, and drains that are to remain in place from damage. To the extent that any structure is to be demolished, once the structure or structures have been demolished, the sanitary sewer line to said structure or structures shall be permanently and securely sealed to prevent escaping sewer gases, influx of surface water, trash, debris and rodents. In the event of any damage to or discovery of any damage to a live utility line on or around the subject site, then the City or its contractor must immediately notify the respective utility company and the County of Wayne or its authorized representative. After notification of the utility company and the County of Wayne or authorized representative, the City or its contractor must use caution tape to close off the area around the damaged utility line and demobilize to a safe distance away from the damaged line. The City must ensure the contractor must remain on site until the utility company arrives and keep contact with the utility company in order to know when the hazard has been resolved and construction activities may

resume. The City is responsible for any costs or fees associated with the repair/replacement of any damaged live utility lines which resulted from the Project's advancement.

ARTICLE XIV **AMENDMENT**

14.01 Written Amendment. Any changes, extension or modification of this Agreement that is mutually agreed upon by the parties, shall be incorporated in written amendments (herein called "Amendments") to this Agreements. Such Amendments shall not invalidate this Agreement, nor relieve nor release CITY or the County from any of their obligations under this Agreement, except for those parts thereby amended.

14.02 Reference to Agreement by Amendment. No Amendment to this Agreement shall be effective and binding upon the parties, unless it expressly makes reference to this Agreement, is in writing, and is acknowledged in writing and is approved by the Wayne County Commission.

ARTICLE XV **TERMINATION**

15.01 Termination For No Cause. The County may terminate this Agreement without cause at any time, without incurring any further liability except the reimbursement of project expenses already incurred by CITY and other than as stated in this Article, by giving written notice to CITY of the termination (a "Notice of Termination"). The Notice of Termination must specify the effective termination date, at least 30 days prior to the effective date of the termination, and this Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay CITY for expenses that it incurred prior to the effective date of termination. The County will compute the amount of the payment on the basis of the services rendered, and other means which represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If CITY accepts the final payment, the Agreement is satisfied.

15.02 Termination for Material Breach. The County may terminate this Agreement because CITY has failed to comply with any of the material terms and conditions of this Agreement or has deliberately failed without good cause to perform according to the Scope of Work or within the time limit provided in this Agreement. The County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated, and CITY shall be liable to the County for any costs to obtain and transition similar services, provided CITY shall continue the performance of this Agreement to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, CITY shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Agreement. Such expenses shall be deducted from any monies due or which may become due to CITY under the Agreement. If such expense exceeds the sum which would have been payable under the

Agreement, then CITY shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may offset such a deficiency against the compensation to be paid CITY in any concurrent, successive or future Agreements between the parties. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Agreement.

15.03 CITY's Duties After Termination. After receipt of a Notice of Termination and except as otherwise directed by the County, CITY must:

- (a) Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional Project Funds beyond the date as the County specifies;
- (c) As of the date the termination is effective, present all Agreement records and submit to the County the records, data, notes, reports, discs, and documents ("Records") as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property;
- (d) Submit within 30 days a final report of receipts, and expenditures of funds relating to this Agreement;
- (e) Place no further orders on subcontracts for services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- (f) Terminate all subcontracts to the extent that they relate to the portion of work so terminated;
- (g) Submit within 30 days a listing of all lessors, and other parties with which CITY has incurred financial obligations pursuant to the Agreement.

15.04 Failure to Deliver Records. Any intentional failure or delay by CITY to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. CITY will pay the County \$100.00 per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which CITY consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

15.05 Access to Records. Access to the records prior to delivery must be restricted to authorized representatives of the County and CITY. CITY has no right to disclose or use any information gathered from the County in the course of its work without obtaining the written concurrence of the County or as otherwise required by law or the court. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality, except as required to be disclosed by law or the court. CITY shall keep and make available all records related to the Project until the County is satisfied that County's reporting requirements have been satisfied, notice of which must be provided in writing by County.

15.06 Assistance to Terminate. In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects of the Project, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

ARTICLE XVI

MISCELLANEOUS

16.01 Rights and Remedies Hereunder. No delays or failure of a party in exercising any right, power or privilege hereunder shall of itself affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege. The rights and remedies of the County under this Agreement are cumulative and exclusive of any rights or remedies that the County may otherwise have.

16.02 Independent Covenants. Each covenant in this Agreement shall be deemed to be independent of any other covenant, and an exception in one covenant shall not create an exception in another covenant. Unenforceability for any reason of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement.

16.03 Forbearance by County Not Waiver. No forbearance on the part of the County in enforcing any of its rights under this Agreement, nor any renewal, extension or rearrangement of any payment or covenant to be made or performed by CITY hereunder shall constitute a waiver of any the terms of this Agreement or of such right.

16.04 Reliance on CITY's Representations. All of CITY's covenants, agreements, representations and warranties made in connection with this Agreement, and any document contemplated hereby, shall be deemed to have been relied on by the County, notwithstanding any investigation made by it. All statements contained in any certificate or other document delivered to the County at any time by or on behalf of CITY, pursuant hereto or in connection with the transactions contemplated hereby, shall constitute representations and warranties by CITY in connection with this Agreement.

16.05 Binding Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that CITY and County shall not assign or transfer its rights or obligations hereunder, without prior written consent of the County and CITY. CITY may subcontract the work, but the responsibility to fully comply with all applicable local, state and federal regulations shall remain with CITY, who shall remain responsible for all obligation outlined herein related to the Project Funds. =

16.06 Location of Records by CITY. CITY will keep all of its records concerning the Project at CITY's principal place of business. CITY will give the County prompt written notice of any change in its principal place of business, or in the location of the records.

16.07 Notices. All notices and communications provided for herein or in any document hereby or required by law to be given shall be effective when received, except that all notices and communications to CITY shall be deemed to have been given for all purposes when sent by first class

mail, postage prepaid, addressed to the address of the County first above written, or such other address as CITY shall have designated to the County in writing. The giving of at least five (5) business days' notice before the County shall take any action described in any notice shall conclusively be deemed reasonable for all purposes. The Notices will be sent to the following individuals:

If to CITY:

Ted Davis, Superintendent of Parks and Recreation
Kirksey Recreation Center
15100 Hubbard St.
Livonia, MI 48154
734-466-2298
edavis@livonia.gov

If to the County:

Economic Development Director
500 Griswold, 28th Floor
Detroit, MI 48226

With a Copy to:

Department of Corporation Counsel
500 Griswold, 30th Floor
Detroit, Michigan 48226

16.08 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures were upon the same instrument.

16.09 Headings. The headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any purpose.

16.10 Assignment. CITY shall not assign, transfer or encumber, directly or indirectly, any interest whatsoever in this Agreement, and shall not transfer any interest in the same without the prior written consent of the County. Any such consent given in any one instance shall not relieve CITY of its obligation to obtain the prior written consent of the County to any further assignment. This Agreement shall continue to bind CITY, its successors and assigns, and shall inure to the benefit of the County and its respective successors and assigns. Notwithstanding this provision, CITY may contract a properly sourced vendor and/or contractor under applicable laws, rules, and regulations to perform functions under this Agreement.

16.11 Michigan Law and Venue. This Agreement shall be deemed to be an Agreement made under the laws of Michigan, and for all purposes shall be construed in accordance with the laws

of Michigan. Any action shall be commenced in the 3rd Circuit Court for the County of Wayne or the United States District Court for the Eastern District of Michigan, Southern Division.

16.12 Time of the Essence. Time shall be deemed of the essence with respect to the performance of the parties' obligations hereunder.

16.13 Effectiveness of Agreement. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not be binding upon the parties until executed by CITY and approved by the Wayne County Commission.

16.14 Disclaimer of Relationship. Nothing contained in this Agreement nor any act of the County or CITY shall be deemed or construed by any of the parties, or by any third party, to create any relationship of principal and agent or joint venture. 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.

16.15 Incorporation of Exhibits. All exhibits attached hereto are by this reference incorporated herein and made a part of this Agreement as if fully set forth herein.

16.16 Survival. All provisions regarding indemnification, warranties, liability and/or other rights and obligations outlined herein that should reasonably survive shall survive the termination of this Agreement.

[Signature Page Follows]

The County and CITY by their authorized officers and representatives have executed this Agreement as of the date listed below:

CITY

By: ____

MAUREEN MILLER BROSNAN

Its: MAYOR

Dated: _____

WAYNE COUNTY

By: _____

WARREN C. EVANS

Its: COUNTY EXECUTIVE

Dated: _____

EXHIBIT A

SCOPE OF WORK - LIVONIA RECREATION/SENIOR CENTER

The proposed new 25,000-square-foot facility will be built onto and integrated completely with the Kirksey Recreation Center to accommodate new public health needs:

- Providing greater access to important health and wellness and recreation programs and services for lower-income seniors
- Increasing community participation in the Senior Center
- Improving the regional draw of the Senior Center
- Expanding access and healthy public spaces at the Kirksey Recreation Center
- Creating new space that can be used in the event of public emergency, power outages and/or disaster relief efforts
- Ensuring adequate space to restore congregate meals for low-income senior citizens, which was eliminated due to health and space issues at the current senior center
- Establishing new space to serve the region through Meals on Wheels, Emergency Food Assistance and distributing health services (vaccines, flu shots, etc.) in conjunction with the Wayne County Health Division

The proposed Senior Center is planned to be approximately 25,000 sq. ft., with a connection to and integration with the existing Recreation Center (15100 Hubbard). Spaces will include game room, yoga/fitness room, kitchen, dining room, multi-purpose rooms, library/computer room, card game room, and workshop/art classroom. A covered entryway with bus drop-off and parking spaces adjacent to the building are imperative for seniors with mobility challenges. Renovations include replacing a gymnastics room with one basketball court (two half-courts); replacing two basketball courts and a fitness area with multi-purpose rooms, fitness areas and a storage room; and adding a stretching/cardio area and spinning room.

Allowable expenses for Project Funds:

ITEM NO.	DESCRIPTION
	DIVISION 1 - SENIOR CENTER ADDITION
	<i>SITE</i>
1	New Underground Detention Basin
2	New Storm Drain System
3	Misc. Parking Lot Improvements
4	New Utilities to Building - Water, Sanitary, Electrical, Gas, Phone
5	Remove and Replace Dumpster Enclosure
6	Parking Lot Lighting
	<i>BUILDING</i>
7	Senior Center Addition - Base Cost
8	Kitchen Specialties
9	Moveable Partitions
10	Covered Entry Canopy
11	Emergency Generator
	SUBTOTAL - SENIOR CENTER ADDITION
	DIVISION 2 - REC CENTER FITNESS AREA IMPROVEMENTS
1	Renovate Existing Main Gym and Fitness Room into Enlarged Fitness Aea with Multipurpose Rooms, Cardio/Stretching Area and Spinning Room; Renovate Exist. Gymnastics Area into new Basketball Gym
	SUBTOTAL - REC CENTER FITNESS
	DIVISION 3 - REC CENTER MISC IMPROVEMENTS
1	New Connector Hallway from Rec Center to Senior Center
2	Update Child Care Room and Adjoining Patio Space (Due to Senior Center Building Modifications)
3	Minor Updates to Existing Restrooms Inside New Senior Center