

OFFICE OF THE COUNCIL

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JIM JOLLY, President
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SCOTT BAHR
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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
WEDNESDAY, AUGUST 9, 2023
7:00 P.M.**

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(734) 466-2250**

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

1974th Regular Meeting Agenda of the Council of the City of Livonia
Wednesday, August 9, 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 July 24, 2023

AUDIENCE COMMUNICATION

REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS

- a. [Communication from the Department of Finance, dated July 11, 2023, re: forwarding Quarterly Investment Report for the City of Livonia for the quarter ending May 31, 2023.](#)
- b. [Communication from the Department of Finance, dated July 18, 2023, re: forwarding various financial statements of the City of Livonia for the month ending May 31, 2023.](#)

CONSENT AGENDA

1. [REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Robert Urban, Traffic Operations Engineer, MDOT - Taylor TSC, re: in conjunction with the M-14 Reconstruction Project from Newburgh Road to Sheldon Road during the Summer of 2024.](#)
2. [REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Nick Cornell, General Manager, Supernatural Spirits and Brewing LLC, re: to host the Wildwood Sour Fest event on Saturday, August 26, 2023, from 3:00 p.m. to 11:00 p.m. with live music and DJs on property located at 36685 Plymouth Road.](#)
3. [BLOCK PARTY: Wafa Dinaro, re: to be held Saturday, August 12, 2023, from 1:00 p.m. to 8:00 p.m., on Huff Street between Ladywood and Kingsbury Streets, with a rain date of Saturday, August 19, 2023.](#)
4. [BLOCK PARTY: Karen Werden, re: to be held Saturday, August 26, 2023, from 3:00 p.m. to 10:00 p.m., on Flamingo Blvd. between St. Martins and Bretton Streets, with a rain date of Sunday, August 27, 2023.](#)
5. [BLOCK PARTY: Brenda Shaw, re: to be held Saturday, September 9, 2023, from 12:00 p.m. to 10:00 p.m., on Sussex Street between Sherwood and Fitzgerald Streets, with a rain date of Saturday, September 16, 2023.](#)
6. [REQUEST APPROVAL FOR SENIOR ALLIANCE 2024 ANNUAL IMPLEMENTATION PLAN \(AIP\): Department of Parks and Recreation, re: as required by the Aging and Adult Services Agency \(AASA\) to be submitted to the State Commission on Services to the Aging.](#)
7. [AWARD OF BID: Department of Parks and Recreation, re: to replace the waterslide bolts on the indoor waterslide at the Kirksey Recreation Center, from budgeted funds.](#)

8. AWARD OF BID: Department of Public Works, re: for the purchase of a tow-behind emergency generator, including an additional 5-year extended warranty, from budgeted funds.
9. REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT: Engineering Division, re: from Livonia Estates Limited, in conjunction with the construction of a storm drain system that provides adequate drainage for the Allied Commerce Center Building #5, located at 31800 Enterprise Drive, in the Southeast 1/4 of Section 27.

UNFINISHED BUSINESS

10. BLOCK PARTY: Maggie McGrane, re: to be held Saturday, August 26, 2023, from 2:00 p.m. to 10:00 p.m., on Rayburn Street, between Williams and Levan, with no rain date requested.
11. WAIVER PETITION: Planning Commission, re: Petition 2000-12-02-38, submitted by Craig Girard, on behalf of Hunters Grove Condominium Association, requesting to amend Council Resolution #785-01 and the approved site plan to replace existing landscaping with a vinyl privacy fence, located on the east side of Newburgh Road between Five Mile Road and Ladywood Road in the Southwest ¼ of Section 17, denied by the City Planning Commission on June 13, 2023, and appealed at the Public Hearing on July 19, 2023.
12. PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES: Department of Law, re: Petition 2023-05-03-01 submitted by Dave Hourd, requesting to vacate a surface drainage easement at 17260 and 17270 Carol Drive, located on the east side of Carol Drive between Six Mile Road and Harrison Avenue in the Southeast ¼ of Section 12.

NEW BUSINESS

13. AWARD OF BID: Engineering Division, re: for the Geotechnical Exploration and Engineering Services for the Proposed 12-inch Water Main Crossing under I-96, West of Schoolcraft Cross-Over Bridge (West of Hix).

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

Finance
July 11, 2023

MEETING DATE

R072423

PREPARED BY

DeAnne Bates, Program Supervisor,

AGENDA ITEM

a. Communication from the Department of Finance, dated July 11, 2023, re: forwarding Quarterly Investment Report for the City of Livonia for the quarter ending May 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 May 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 - 2nd Quarter

APPROVED BY

Michael Slater, Finance Director

Date: July 11, 2023

Maureen Miller Brosnan, Mayor

Date: July 13, 2023

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

DATE OF PURCHASE	CERTIFICATE HELD AT	PRINCIPAL AMOUNT	DATE OF MATURITY
01/04/23	PFM GovMIC	2,000,000.00	06/06/23
01/10/23	PFM GovMIC	1,000,000.00	06/13/23
01/10/23	INDEPENDENT	1,000,000.00	06/13/23
01/18/23	PFM GovMIC	3,000,000.00	06/20/23
01/25/23	PFM GovMIC	1,000,000.00	06/27/23
01/31/23	PFM GovMIC	1,000,000.00	07/03/23
02/07/23	PFM GovMIC	1,000,000.00	07/11/23
02/14/23	PFM GovMIC	2,000,000.00	07/18/23
02/21/23	PFM GovMIC	1,000,000.00	07/25/23
02/28/23	FLAGSTAR	2,000,000.00	08/01/23
03/21/23	PFM GovMIC	1,000,000.00	08/01/23
03/21/23	PFM GovMIC	1,000,000.00	08/01/23
03/07/23	PFM GovMIC	1,000,000.00	08/08/23
03/15/23	PFM GovMIC	2,000,000.00	08/11/23
03/31/23	PFM GovMIC	3,000,000.00	08/15/23
04/04/23	PFM GovMIC	1,000,000.00	08/22/23
04/11/23	FLAGSTAR	2,000,000.00	08/29/23
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
		46,000,000.00	

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

05/31/23	Comerica Bank	Money Mkt, Pooled, etc.	18,915,771.29
05/31/23	Flagstar	Money Market	86,068.70
05/31/23	GovMic	PFM Asset Management	21,646,313.09
			<u>40,648,153.08</u>

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

DATE OF PURCHASE	DESCRIPTION		MATURITY DATE	HISTORICAL COST
09/16/19	#252 - USA Treasury	9128284U1	06/30/23	1,170,073.53
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
01/31/20	#256 - USA Treasury	912828Y61	07/31/23	1,125,138.67
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
03/29/23	#303 - FHLB	313384KW8	08/25/23	4,902,736.10
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
05/31/23	SECURITIES - TOTAL			56,669,451.17
05/31/23	SECURITIES - POOLED FUND			17,095.81
				56,686,546.98



LETTER TO THE LIVONIA CITY COUNCIL

Finance
July 18, 2023

MEETING DATE

R072423

PREPARED BY

DeAnne Bates, Program Supervisor,

AGENDA ITEM

b. Communication from the Department of Finance, dated July 18, 2023, re: forwarding various financial statements of the City of Livonia for the month ending May 31, 2023.

BACKGROUND DETAILS

Attached hereto are the various financial statements of the City of Livonia for the month ending May 31, 2023. These statements are summarized so that you may make a quick financial overview of the various funds. Detailed statements, in support of the summarized statements, have been forwarded electronically to the Council Office.

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. BUDGET TO ACTUAL - COUNCIL SUMMARY - MAY 2023

APPROVED BY

Michael Slater, Finance Director

Date: July 18, 2023

Maureen Miller Brosnan, Mayor

Date:



BUDGET TO ACTUAL - COUNCIL SUMMARY -

05/31/2023

Through 05/31/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 101 - GENERAL FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	67,118,544.00	147,860.00	67,266,404.00	4,362,342.46	.00	51,138,430.05	16,127,973.95	76	51,570,861.28
REVENUE TOTALS	\$67,118,544.00	\$147,860.00	\$67,266,404.00	\$4,362,342.46	\$0.00	\$51,138,430.05	\$16,127,973.95	76%	\$51,570,861.28
EXPENSE									
Department 101 - CITY COUNCIL	312,021.00	.00	312,021.00	20,777.14	.00	127,743.47	184,277.53	41	146,491.49
Department 173 - MAYOR'S OFFICE	515,464.00	.00	515,464.00	39,407.12	.00	249,538.24	265,925.76	48	246,332.96
Department 174 - COMMUNICATIONS	400,731.00	.00	400,731.00	24,873.52	.00	192,606.07	208,124.93	48	165,512.54
Department 175 - GOVERNMENT AFFAIRS	184,371.00	.00	184,371.00	121.25	.00	14,260.64	170,110.36	8	63,294.78
Department 191 - ACCOUNTING	227,442.00	.00	227,442.00	28,475.07	.00	122,835.18	104,606.82	54	102,596.33
Department 192 - FINANCE DEPARTMENT	428,000.00	.00	428,000.00	34,905.88	.00	210,164.93	217,835.07	49	201,845.96
Department 215 - CITY CLERK	631,484.00	.00	631,484.00	49,038.87	.00	276,690.52	354,793.48	44	284,187.23
Department 223 - INDEPENDENT AUDIT	42,859.00	.00	42,859.00	(1,270.00)	.00	47,992.74	(5,133.74)	112	34,930.35
Department 228 - INFORMATION SYSTEMS	1,362,324.00	.00	1,362,324.00	70,248.06	50,810.97	690,539.72	620,973.31	54	566,522.21
Department 236 - ETHICS BOARD	400.00	.00	400.00	97.00	.00	97.00	303.00	24	224.40
Department 247 - BOARD OF REVIEW	3,545.00	.00	3,545.00	.00	.00	2,755.84	789.16	78	2,066.88
Department 253 - TREASURER	604,347.00	.00	604,347.00	57,132.33	7,250.00	287,235.26	309,861.74	49	259,900.76
Department 257 - ASSESSING	652,605.00	.00	652,605.00	45,782.40	1,726.24	317,012.43	333,866.33	49	298,448.52
Department 261 - UTILITIES AND SUPPLIES	551,593.00	.00	551,593.00	11,703.57	.00	154,483.87	397,109.13	28	173,989.42
Department 262 - ELECTION COMMISSION	376,094.00	.00	376,094.00	16,837.44	.00	118,281.35	257,812.65	31	63,958.12
Department 263 - INSURANCE-GENERAL	140,761.00	.00	140,761.00	(3,686.00)	.00	324,921.67	(184,160.67)	231	351,423.10
Department 264 - INSURANCE-WORKERS COMP	435,460.00	.00	435,460.00	19,928.69	.00	428,665.30	6,794.70	98	396,165.73
Department 265 - NON DEPARTMENTAL	4,000.00	.00	4,000.00	2,500.00	.00	2,500.00	1,500.00	62	.00
Department 266 - LAW DEPARTMENT	860,645.00	.00	860,645.00	68,830.47	.00	417,123.09	443,521.91	48	420,797.45
Department 267 - EMPLOYEE BENEFITS CONTROL	42,000.00	.00	42,000.00	(1,056,378.16)	.00	(1,561,615.72)	1,603,615.72	-3718	(1,304,155.11)
Department 268 - NON-DEPT CAPITAL PROJECTS	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
Department 269 - CIVIL SERVICE	833,562.00	.00	833,562.00	60,783.80	.00	330,779.94	502,782.06	40	354,735.90
Department 270 - TERMINATION PAY	1,300,000.00	.00	1,300,000.00	201,765.56	.00	701,591.21	598,408.79	54	675,765.28
Department 271 - LABOR RELATIONS	96,500.00	.00	96,500.00	7,515.00	.00	16,990.00	79,510.00	18	7,703.50
Department 272 - DUES AND SUBSCRIPTIONS	58,000.00	.00	58,000.00	17,587.00	.00	23,496.00	34,504.00	41	21,495.60
Department 286 - 16TH DISTRICT COURT	3,104,346.00	.00	3,104,346.00	212,701.39	.00	1,382,352.93	1,721,993.07	45	1,352,794.25
Department 302 - TRAFFIC BUREAU	1,118,415.00	.00	1,118,415.00	68,960.57	22,344.00	539,171.77	556,899.23	50	433,186.34
Department 304 - POLICE ADMINISTRATION	3,443,056.00	.00	3,443,056.00	214,577.03	32,418.17	1,178,058.03	2,232,579.80	35	1,305,421.27
Department 306 - POLICE DATA PROCESSING	1,088,388.00	.00	1,088,388.00	49,182.40	285,013.58	299,596.83	503,777.59	54	341,912.88
Department 307 - DETECTIVE BUREAU	3,575,834.00	.00	3,575,834.00	236,928.34	.00	1,479,868.06	2,095,965.94	41	1,604,658.07
Department 309 - AUTOMOTIVE SERVICE	586,150.00	.00	586,150.00	14,226.07	.00	210,277.48	375,872.52	36	240,758.91
Department 310 - POLICE COMMUNICATIONS	1,014,163.00	.00	1,014,163.00	67,526.27	.00	402,175.76	611,987.24	40	406,508.32
Department 313 - CROSSING GUARDS	118,089.00	.00	118,089.00	8,267.53	.00	39,180.35	78,908.65	33	29,711.24
Department 316 - SCHOOL LIAISON	547,427.00	18,080.00	565,507.00	39,057.27	18,080.00	239,652.62	307,774.38	46	182,788.34
Department 318 - OFFICE OF EMERG PREP	175,493.00	.00	175,493.00	11,129.61	.00	80,348.58	95,144.42	46	83,312.67
Department 319 - RESERVE POL/SPECIAL EVENT	418,687.00	.00	418,687.00	26,038.26	.00	140,728.63	277,958.37	34	141,417.25



BUDGET TO ACTUAL - COUNCIL SUMMARY - 05/31/2023

Through 05/31/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 101 - GENERAL FUND									
EXPENSE									
Department 325 - POLICE PATROL BUREAU	13,867,507.00	(18,080.00)	13,849,427.00	905,840.49	147,969.50	5,394,834.49	8,306,623.01	40	5,521,786.13
Department 329 - INTELLIGENCE BUREAU	2,470,179.00	.00	2,470,179.00	201,089.80	98,091.00	998,523.13	1,373,564.87	44	792,280.41
Department 336 - FIRE ADMINISTRATION	1,305,323.00	.00	1,305,323.00	107,153.98	.00	664,733.05	640,589.95	51	595,516.45
Department 338 - FIRE FIGHTING	14,679,677.00	.00	14,679,677.00	985,284.71	403,442.37	6,186,027.96	8,090,206.67	45	6,157,833.88
Department 341 - FIRE PREVENTION	884,992.00	.00	884,992.00	64,973.07	.00	403,572.12	481,419.88	46	402,721.60
Department 371 - INSPECTION	1,832,980.00	.00	1,832,980.00	118,341.76	.00	718,985.32	1,113,994.68	39	729,353.22
Department 381 - BLDG CODE BD OF APPEALS	1,861.00	.00	1,861.00	.00	.00	20.00	1,841.00	1	.00
Department 435 - TRAFFIC COMMISSION	2,353.00	.00	2,353.00	199.18	.00	898.89	1,454.11	38	963.51
Department 441 - PUBLIC SERV ADMIN	21,971.00	15,000.00	36,971.00	(3,193.47)	.00	2,095.92	34,875.08	6	(64,370.02)
Department 443 - PUBLIC SERV-EQUIP MAINT	128,377.00	.00	128,377.00	(41,968.49)	.00	(288,608.44)	416,985.44	-225	(69,770.10)
Department 447 - ENGINEERING	795.00	.00	795.00	(7,120.21)	.00	(63,728.19)	64,523.19	-8016	(104,094.39)
Department 448 - STREET LIGHTING	242,321.00	.00	242,321.00	23,222.83	.00	143,911.75	98,409.25	59	104,213.38
Department 463 - MAINTENANCE-STREET	271,255.00	(5,500.00)	265,755.00	(39,785.42)	2,744.48	283,000.51	(19,989.99)	108	177,924.55
Department 523 - PUBLIC SERV-BLDG MAINT	1,817,657.00	(4,000.00)	1,813,657.00	121,977.71	17,322.73	733,339.99	1,062,994.28	41	635,069.26
Department 524 - PARKS	1,407,503.00	(5,500.00)	1,402,003.00	117,935.61	24,712.11	619,687.48	757,603.41	46	376,298.77
Department 701 - PLANNING	695,738.00	.00	695,738.00	51,612.69	.00	303,288.43	392,449.57	44	285,259.68
Department 702 - ZONING BOARD OF APPEALS	58,973.00	.00	58,973.00	230.00	.00	9,068.32	49,904.68	15	23,825.27
Department 752 - RECREATION ADMINISTRATION	138,003.00	.00	138,003.00	9,066.48	.00	55,227.54	82,775.46	40	53,274.47
Department 758 - RECREATION FACILITIES	292,056.00	.00	292,056.00	6,954.62	87,400.00	10,033.84	194,622.16	33	7,388.82
Department 759 - RECREATION ATHLETICS	112,294.00	.00	112,294.00	27,554.35	.00	42,102.75	70,191.25	37	22,445.58
Department 820 - PARKS & REC - SENIOR SERVICES	610,732.00	.00	610,732.00	47,575.11	.00	286,529.44	324,202.56	47	286,366.30
Department 821 - P&R - GREENMEAD AND CULTURAL	1,015,269.00	147,860.00	1,163,129.00	80,996.39	25,340.00	427,841.16	709,947.84	39	393,500.79
EXPENSE TOTALS	\$67,117,072.00	\$147,860.00	\$67,264,932.00	\$3,443,511.94	\$1,224,665.15	\$26,419,485.25	\$39,620,781.60	41%	\$25,984,490.50
Fund 101 - GENERAL FUND Totals									
REVENUE TOTALS	67,118,544.00	147,860.00	67,266,404.00	4,362,342.46	.00	51,138,430.05	16,127,973.95	76%	51,570,861.28
EXPENSE TOTALS	67,117,072.00	147,860.00	67,264,932.00	3,443,511.94	1,224,665.15	26,419,485.25	39,620,781.60	41%	25,984,490.50
Fund 101 - GENERAL FUND Totals	\$1,472.00	\$0.00	\$1,472.00	\$918,830.52	(\$1,224,665.15)	\$24,718,944.80	(\$23,492,807.65)		\$25,586,370.78



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Fund 202 - MAJOR STREET FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	9,094,315.00	.00	9,094,315.00	748,889.57	.00	3,247,508.21	5,846,806.79	36	3,081,833.92
REVENUE TOTALS	\$9,094,315.00	\$0.00	\$9,094,315.00	\$748,889.57	\$0.00	\$3,247,508.21	\$5,846,806.79	36%	\$3,081,833.92
EXPENSE									
Department 448 - STREET LIGHTING	610,359.00	.00	610,359.00	39,667.00	.00	238,002.00	372,357.00	39	368,915.02
Department 451 - CONST-STREET AND BRIDGES	60,000.00	4,290.00	64,290.00	.00	.00	.00	64,290.00	0	.00
Department 463 - MAINTENANCE-STREET	944,892.00	373,897.00	1,318,789.00	91,247.48	.00	420,901.16	897,887.84	32	241,339.28
Department 475 - MAINTENANCE-TRAFFIC SERV	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 478 - MAINT-FREEWAY LIGHTING	25,000.00	.00	25,000.00	1,474.25	.00	8,948.13	16,051.87	36	7,979.56
Department 479 - SNOW AND ICE REMOVAL	921,234.00	396,497.00	1,317,731.00	26,769.00	.00	160,614.00	1,157,117.00	12	161,995.02
Department 483 - ADMIN, ENGIN RECORD KEEPI	147,228.00	.00	147,228.00	12,267.00	.00	73,602.00	73,626.00	50	74,382.00
Department 484 - FUND TRANSFERS	6,700,000.00	.00	6,700,000.00	558,333.33	.00	3,349,999.98	3,350,000.02	50	3,825,000.00
EXPENSE TOTALS	\$9,408,713.00	\$774,684.00	\$10,183,397.00	\$729,758.06	\$0.00	\$4,252,067.27	\$5,931,329.73	42%	\$4,679,610.88
Fund 202 - MAJOR STREET FUND Totals									
REVENUE TOTALS	9,094,315.00	.00	9,094,315.00	748,889.57	.00	3,247,508.21	5,846,806.79	36%	3,081,833.92
EXPENSE TOTALS	9,408,713.00	774,684.00	10,183,397.00	729,758.06	.00	4,252,067.27	5,931,329.73	42%	4,679,610.88
Fund 202 - MAJOR STREET FUND Totals	(\$314,398.00)	(\$774,684.00)	(\$1,089,082.00)	\$19,131.51	\$0.00	(\$1,004,559.06)	(\$84,522.94)		(\$1,597,776.96)



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Fund 203 - LOCAL STREET FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	10,155,239.00	.00	10,155,239.00	842,912.94	.00	4,586,365.66	5,568,873.34	45	4,994,210.39
REVENUE TOTALS	\$10,155,239.00	\$0.00	\$10,155,239.00	\$842,912.94	\$0.00	\$4,586,365.66	\$5,568,873.34	45%	\$4,994,210.39
EXPENSE									
Department 448 - STREET LIGHTING	130,000.00	.00	130,000.00	10,833.00	.00	64,998.00	65,002.00	50	62,500.02
Department 451 - CONST-STREET AND BRIDGES	125,000.00	.00	125,000.00	.00	.00	.00	125,000.00	0	.00
Department 463 - MAINTENANCE-STREET	1,765,706.00	.00	1,765,706.00	316,604.50	.00	974,179.50	791,526.50	55	788,532.54
Department 475 - MAINTENANCE-TRAFFIC SERV	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 479 - SNOW AND ICE REMOVAL	449,168.00	.00	449,168.00	37,430.00	.00	224,580.00	224,588.00	50	209,603.52
Department 483 - ADMIN, ENGIN RECORD KEEPI	709,656.00	.00	709,656.00	59,136.00	.00	354,816.00	354,840.00	50	339,876.00
Department 484 - FUND TRANSFERS	7,150,000.00	.00	7,150,000.00	595,833.00	.00	3,574,998.00	3,575,002.00	50	3,975,000.00
EXPENSE TOTALS	\$10,329,530.00	\$0.00	\$10,329,530.00	\$1,019,836.50	\$0.00	\$5,193,571.50	\$5,135,958.50	50%	\$5,375,512.08
Fund 203 - LOCAL STREET FUND Totals									
REVENUE TOTALS	10,155,239.00	.00	10,155,239.00	842,912.94	.00	4,586,365.66	5,568,873.34	45%	4,994,210.39
EXPENSE TOTALS	10,329,530.00	.00	10,329,530.00	1,019,836.50	.00	5,193,571.50	5,135,958.50	50%	5,375,512.08
Fund 203 - LOCAL STREET FUND Totals	(\$174,291.00)	\$0.00	(\$174,291.00)	(\$176,923.56)	\$0.00	(\$607,205.84)	\$432,914.84		(\$381,301.69)



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Fund 204 - ROAD - SIDEWALK & TREE									
REVENUE									
Department 000 - ACCOUNT BALANCES	11,810,117.00	319,000.00	12,129,117.00	623,366.53	.00	8,701,336.50	3,427,780.50	72	8,091,709.13
REVENUE TOTALS	\$11,810,117.00	\$319,000.00	\$12,129,117.00	\$623,366.53	\$0.00	\$8,701,336.50	\$3,427,780.50	72%	\$8,091,709.13
EXPENSE									
Department 441 - PUBLIC SERV ADMIN	30,968.00	.00	30,968.00	2,580.00	.00	15,480.00	15,488.00	50	25,476.00
Department 447 - ENGINEERING	2,286,944.00	319,866.00	2,606,810.00	14,746.00	.00	495,856.23	2,110,953.77	19	419,465.33
Department 463 - MAINTENANCE-STREET	10,320,000.00	1,957,453.00	12,277,453.00	457,425.23	.00	471,820.83	11,805,632.17	4	999,871.96
Department 530 - FORESTRY	125,000.00	319,000.00	444,000.00	.00	.00	.00	444,000.00	0	.00
EXPENSE TOTALS	\$12,762,912.00	\$2,596,319.00	\$15,359,231.00	\$474,751.23	\$0.00	\$983,157.06	\$14,376,073.94	6%	\$1,444,813.29
Fund 204 - ROAD - SIDEWALK & TREE Totals									
REVENUE TOTALS	11,810,117.00	319,000.00	12,129,117.00	623,366.53	.00	8,701,336.50	3,427,780.50	72%	8,091,709.13
EXPENSE TOTALS	12,762,912.00	2,596,319.00	15,359,231.00	474,751.23	.00	983,157.06	14,376,073.94	6%	1,444,813.29
Fund 204 - ROAD - SIDEWALK & TREE Totals	(\$952,795.00)	(\$2,277,319.00)	(\$3,230,114.00)	\$148,615.30	\$0.00	\$7,718,179.44	(\$10,948,293.44)		\$6,646,895.84



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Fund 208 - COMMUNITY RECREATION									
REVENUE									
Department 000 - ACCOUNT BALANCES	8,273,773.00	343,803.00	8,617,576.00	419,536.02	.00	6,451,319.63	2,166,256.37	75	5,760,469.62
REVENUE TOTALS	\$8,273,773.00	\$343,803.00	\$8,617,576.00	\$419,536.02	\$0.00	\$6,451,319.63	\$2,166,256.37	75%	\$5,760,469.62
EXPENSE									
Department 755 - RECREATION CENTER	7,464,634.00	74,724.00	7,539,358.00	387,281.80	109,907.23	3,926,033.77	3,503,417.00	54	3,793,782.96
Department 756 - OTHER RECREATION	22,100.00	319,823.00	341,923.00	9,557.00	.00	76,683.92	265,239.08	22	100,820.19
Department 757 - ICE RINK	389,636.00	.00	389,636.00	.00	.00	357,807.88	31,828.12	92	352,353.30
Department 776 - SPECIAL EVENTS	159,342.00	20.00	159,362.00	5,091.91	.00	22,139.74	137,222.26	14	13,873.58
Department 795 - SWIMMING POOL - BOTSFORD	278,189.00	12,000.00	290,189.00	697.29	10,724.00	3,914.65	275,550.35	5	3,622.09
Department 796 - SWIMMING POOL - CLEMENT C	169,164.00	.00	169,164.00	972.86	13,688.00	6,401.42	149,074.58	12	33,932.17
Department 797 - SWIMMING POOL - SHELDON	104,227.00	5,000.00	109,227.00	407.70	8,652.30	2,146.35	98,428.35	10	62,858.69
EXPENSE TOTALS	\$8,587,292.00	\$411,567.00	\$8,998,859.00	\$404,008.56	\$142,971.53	\$4,395,127.73	\$4,460,759.74	50%	\$4,361,242.98
Fund 208 - COMMUNITY RECREATION Totals									
REVENUE TOTALS	8,273,773.00	343,803.00	8,617,576.00	419,536.02	.00	6,451,319.63	2,166,256.37	75%	5,760,469.62
EXPENSE TOTALS	8,587,292.00	411,567.00	8,998,859.00	404,008.56	142,971.53	4,395,127.73	4,460,759.74	50%	4,361,242.98
Fund 208 - COMMUNITY RECREATION Totals	(\$313,519.00)	(\$67,764.00)	(\$381,283.00)	\$15,527.46	(\$142,971.53)	\$2,056,191.90	(\$2,294,503.37)		\$1,399,226.64



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Fund 211 - DESIGNATED PURPOSE									
REVENUE									
Department 000 - ACCOUNT BALANCES	120,000.00	.00	120,000.00	9,597.00	.00	53,772.20	66,227.80	45	35,471.97
REVENUE TOTALS	\$120,000.00	\$0.00	\$120,000.00	\$9,597.00	\$0.00	\$53,772.20	\$66,227.80	45%	\$35,471.97
EXPENSE									
Department 000 - ACCOUNT BALANCES	191,140.00	.00	191,140.00	9,645.56	.00	74,387.29	116,752.71	39	39,527.73
EXPENSE TOTALS	\$191,140.00	\$0.00	\$191,140.00	\$9,645.56	\$0.00	\$74,387.29	\$116,752.71	39%	\$39,527.73
Fund 211 - DESIGNATED PURPOSE Totals									
REVENUE TOTALS	120,000.00	.00	120,000.00	9,597.00	.00	53,772.20	66,227.80	45%	35,471.97
EXPENSE TOTALS	191,140.00	.00	191,140.00	9,645.56	.00	74,387.29	116,752.71	39%	39,527.73
Fund 211 - DESIGNATED PURPOSE Totals	(\$71,140.00)	\$0.00	(\$71,140.00)	(\$48.56)	\$0.00	(\$20,615.09)	(\$50,524.91)		(\$4,055.76)



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Fund 219 - SP ASSESS-LIGHTING									
REVENUE									
Department 000 - ACCOUNT BALANCES	2,000.00	.00	2,000.00	3,509.20	.00	12,540.40	(10,540.40)	627	464.36
Department 457 - STREETLIGHTING	1,130,906.00	.00	1,130,906.00	.00	.00	1,154,117.51	(23,211.51)	102	1,175,282.36
REVENUE TOTALS	\$1,132,906.00	\$0.00	\$1,132,906.00	\$3,509.20	\$0.00	\$1,166,657.91	(\$33,751.91)	103%	\$1,175,746.72
EXPENSE									
Department 000 - ACCOUNT BALANCES	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 457 - STREETLIGHTING	1,170,764.00	.00	1,170,764.00	88,064.54	.00	486,585.43	684,178.57	42	872,532.05
EXPENSE TOTALS	\$1,170,764.00	\$0.00	\$1,170,764.00	\$88,064.54	\$0.00	\$486,585.43	\$684,178.57	42%	\$872,532.05
Fund 219 - SP ASSESS-LIGHTING Totals									
REVENUE TOTALS	1,132,906.00	.00	1,132,906.00	3,509.20	.00	1,166,657.91	(33,751.91)	103%	1,175,746.72
EXPENSE TOTALS	1,170,764.00	.00	1,170,764.00	88,064.54	.00	486,585.43	684,178.57	42%	872,532.05
Fund 219 - SP ASSESS-LIGHTING Totals	(\$37,858.00)	\$0.00	(\$37,858.00)	(\$84,555.34)	\$0.00	\$680,072.48	(\$717,930.48)		\$303,214.67



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Fund 226 - MUNICIPAL REFUSE FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	12,846,718.00	.00	12,846,718.00	60,705.48	.00	13,147,353.78	(300,635.78)	102	11,263,002.19
REVENUE TOTALS	\$12,846,718.00	\$0.00	\$12,846,718.00	\$60,705.48	\$0.00	\$13,147,353.78	(\$300,635.78)	102%	\$11,263,002.19
EXPENSE									
Department 521 - SANITATION	1,360,439.00	.00	1,360,439.00	85,950.86	34,733.00	570,643.06	755,062.94	44	531,338.15
Department 528 - PUBLIC SERVICE	11,858,726.00	226,413.00	12,085,139.00	879,494.52	142,885.00	5,110,111.41	6,832,142.59	43	4,537,738.84
Department 529 - ANIMAL CONTROL	382,033.00	(20,000.00)	362,033.00	20,757.05	.00	129,963.62	232,069.38	36	112,117.28
EXPENSE TOTALS	\$13,601,198.00	\$206,413.00	\$13,807,611.00	\$986,202.43	\$177,618.00	\$5,810,718.09	\$7,819,274.91	43%	\$5,181,194.27
Fund 226 - MUNICIPAL REFUSE FUND Totals									
REVENUE TOTALS	12,846,718.00	.00	12,846,718.00	60,705.48	.00	13,147,353.78	(300,635.78)	102%	11,263,002.19
EXPENSE TOTALS	13,601,198.00	206,413.00	13,807,611.00	986,202.43	177,618.00	5,810,718.09	7,819,274.91	43%	5,181,194.27
Fund 226 - MUNICIPAL REFUSE FUND Totals	(\$754,480.00)	(\$206,413.00)	(\$960,893.00)	(\$925,496.95)	(\$177,618.00)	\$7,336,635.69	(\$8,119,910.69)		\$6,081,807.92



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Fund 242 - LIVONIA BROWNFIELD - LSRRF									
REVENUE									
Department 000 - ACCOUNT BALANCES	150,000.00	.00	150,000.00	991.42	.00	73,080.54	76,919.46	49	39,995.55
REVENUE TOTALS	\$150,000.00	\$0.00	\$150,000.00	\$991.42	\$0.00	\$73,080.54	\$76,919.46	49%	\$39,995.55
EXPENSE									
Department 000 - ACCOUNT BALANCES	36,700.00	.00	36,700.00	2,640.00	.00	15,840.00	20,860.00	43	15,678.00
EXPENSE TOTALS	\$36,700.00	\$0.00	\$36,700.00	\$2,640.00	\$0.00	\$15,840.00	\$20,860.00	43%	\$15,678.00
Fund 242 - LIVONIA BROWNFIELD - LSRRF Totals									
REVENUE TOTALS	150,000.00	.00	150,000.00	991.42	.00	73,080.54	76,919.46	49%	39,995.55
EXPENSE TOTALS	36,700.00	.00	36,700.00	2,640.00	.00	15,840.00	20,860.00	43%	15,678.00
Fund 242 - LIVONIA BROWNFIELD - LSRRF Totals	\$113,300.00	\$0.00	\$113,300.00	(\$1,648.58)	\$0.00	\$57,240.54	\$56,059.46		\$24,317.55



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Fund 243 - LIVONIA BROWNFIELD REDEV AUTH									
REVENUE									
Department 000 - ACCOUNT BALANCES	830,000.00	.00	830,000.00	.00	.00	293,895.84	536,104.16	35	194,091.42
REVENUE TOTALS	\$830,000.00	\$0.00	\$830,000.00	\$0.00	\$0.00	\$293,895.84	\$536,104.16	35%	\$194,091.42
EXPENSE									
Department 000 - ACCOUNT BALANCES	830,000.00	.00	830,000.00	293,895.84	.00	293,895.84	536,104.16	35	194,091.42
EXPENSE TOTALS	\$830,000.00	\$0.00	\$830,000.00	\$293,895.84	\$0.00	\$293,895.84	\$536,104.16	35%	\$194,091.42
Fund 243 - LIVONIA BROWNFIELD REDEV AUTH Totals									
REVENUE TOTALS	830,000.00	.00	830,000.00	.00	.00	293,895.84	536,104.16	35%	194,091.42
EXPENSE TOTALS	830,000.00	.00	830,000.00	293,895.84	.00	293,895.84	536,104.16	35%	194,091.42
Fund 243 - LIVONIA BROWNFIELD REDEV AUTH Totals	\$0.00	\$0.00	\$0.00	(\$293,895.84)	\$0.00	\$0.00	\$0.00		\$0.00



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Fund 244 - ECONOMIC DEVEL CORP									
REVENUE									
Department 000 - ACCOUNT BALANCES	100.00	.00	100.00	62.00	.00	470.64	(370.64)	471	(126.24)
REVENUE TOTALS	\$100.00	\$0.00	\$100.00	\$62.00	\$0.00	\$470.64	(\$370.64)	471%	(\$126.24)
EXPENSE									
Department 000 - ACCOUNT BALANCES	107.00	.00	107.00	.00	.00	.00	107.00	0	.00
EXPENSE TOTALS	\$107.00	\$0.00	\$107.00	\$0.00	\$0.00	\$0.00	\$107.00	0%	\$0.00
Fund 244 - ECONOMIC DEVEL CORP Totals									
REVENUE TOTALS	100.00	.00	100.00	62.00	.00	470.64	(370.64)	471%	(126.24)
EXPENSE TOTALS	107.00	.00	107.00	.00	.00	.00	107.00	0%	.00
Fund 244 - ECONOMIC DEVEL CORP Totals	(\$7.00)	\$0.00	(\$7.00)	\$62.00	\$0.00	\$470.64	(\$477.64)		(\$126.24)



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Fund 248 - PLYMOUTH RD DEV AUTHORITY									
REVENUE									
Department 000 - ACCOUNT BALANCES	780,419.00	.00	780,419.00	1,320.37	.00	3,970.08	776,448.92	1	1,365.92
REVENUE TOTALS	\$780,419.00	\$0.00	\$780,419.00	\$1,320.37	\$0.00	\$3,970.08	\$776,448.92	1%	\$1,365.92
EXPENSE									
Department 000 - ACCOUNT BALANCES	820,041.00	.00	820,041.00	105,391.69	.00	168,590.06	651,450.94	21	121,490.69
EXPENSE TOTALS	\$820,041.00	\$0.00	\$820,041.00	\$105,391.69	\$0.00	\$168,590.06	\$651,450.94	21%	\$121,490.69
Fund 248 - PLYMOUTH RD DEV AUTHORITY Totals									
REVENUE TOTALS	780,419.00	.00	780,419.00	1,320.37	.00	3,970.08	776,448.92	1%	1,365.92
EXPENSE TOTALS	820,041.00	.00	820,041.00	105,391.69	.00	168,590.06	651,450.94	21%	121,490.69
Fund 248 - PLYMOUTH RD DEV AUTHORITY Totals	(\$39,622.00)	\$0.00	(\$39,622.00)	(\$104,071.32)	\$0.00	(\$164,619.98)	\$124,997.98		(\$120,124.77)



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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 260 - MIDC GRANT									
REVENUE									
Department 000 - ACCOUNT BALANCES	456,199.00	.00	456,199.00	.00	.00	418,643.64	37,555.36	92	511,071.54
REVENUE TOTALS	\$456,199.00	\$0.00	\$456,199.00	\$0.00	\$0.00	\$418,643.64	\$37,555.36	92%	\$511,071.54
EXPENSE									
Department 000 - ACCOUNT BALANCES	456,199.00	.00	456,199.00	23,661.65	.00	119,879.98	336,319.02	26	112,336.89
EXPENSE TOTALS	\$456,199.00	\$0.00	\$456,199.00	\$23,661.65	\$0.00	\$119,879.98	\$336,319.02	26%	\$112,336.89
Fund 260 - MIDC GRANT Totals									
REVENUE TOTALS	456,199.00	.00	456,199.00	.00	.00	418,643.64	37,555.36	92%	511,071.54
EXPENSE TOTALS	456,199.00	.00	456,199.00	23,661.65	.00	119,879.98	336,319.02	26%	112,336.89
Fund 260 - MIDC GRANT Totals	\$0.00	\$0.00	\$0.00	(\$23,661.65)	\$0.00	\$298,763.66	(\$298,763.66)		\$398,734.65



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Fund 261 - PUB. SAFETY COMMUNICATION									
REVENUE									
Department 000 - ACCOUNT BALANCES	460,000.00	.00	460,000.00	10,352.41	.00	326,999.17	133,000.83	71	431,036.68
REVENUE TOTALS	\$460,000.00	\$0.00	\$460,000.00	\$10,352.41	\$0.00	\$326,999.17	\$133,000.83	71%	\$431,036.68
EXPENSE									
Department 000 - ACCOUNT BALANCES	3,915,500.00	.00	3,915,500.00	.00	.00	96,309.65	3,819,190.35	2	144,996.50
EXPENSE TOTALS	\$3,915,500.00	\$0.00	\$3,915,500.00	\$0.00	\$0.00	\$96,309.65	\$3,819,190.35	2%	\$144,996.50
Fund 261 - PUB. SAFETY COMMUNICATION Totals									
REVENUE TOTALS	460,000.00	.00	460,000.00	10,352.41	.00	326,999.17	133,000.83	71%	431,036.68
EXPENSE TOTALS	3,915,500.00	.00	3,915,500.00	.00	.00	96,309.65	3,819,190.35	2%	144,996.50
Fund 261 - PUB. SAFETY COMMUNICATION Totals	(\$3,455,500.00)	\$0.00	(\$3,455,500.00)	\$10,352.41	\$0.00	\$230,689.52	(\$3,686,189.52)		\$286,040.18



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Fund 262 - ADJUDICATED FORFEITURES									
REVENUE									
Department 000 - ACCOUNT BALANCES	170,000.00	.00	170,000.00	12,357.23	.00	160,241.19	9,758.81	94	21,037.63
REVENUE TOTALS	\$170,000.00	\$0.00	\$170,000.00	\$12,357.23	\$0.00	\$160,241.19	\$9,758.81	94%	\$21,037.63
EXPENSE									
Department 333 - STATE/LOCAL FORFEITURE EX	532,600.00	.00	532,600.00	(809.69)	.00	13,342.45	519,257.55	3	12,576.61
Department 334 - FEDERAL FORFEITURE EXP	223,750.00	.00	223,750.00	.00	.00	.00	223,750.00	0	23,012.06
Department 335 - CONTINUING CRIMINAL ENTERPRISE	145,000.00	.00	145,000.00	.00	.00	.00	145,000.00	0	1,083.75
EXPENSE TOTALS	\$901,350.00	\$0.00	\$901,350.00	(\$809.69)	\$0.00	\$13,342.45	\$888,007.55	1%	\$36,672.42
Fund 262 - ADJUDICATED FORFEITURES Totals									
REVENUE TOTALS	170,000.00	.00	170,000.00	12,357.23	.00	160,241.19	9,758.81	94%	21,037.63
EXPENSE TOTALS	901,350.00	.00	901,350.00	(809.69)	.00	13,342.45	888,007.55	1%	36,672.42
Fund 262 - ADJUDICATED FORFEITURES Totals	(\$731,350.00)	\$0.00	(\$731,350.00)	\$13,166.92	\$0.00	\$146,898.74	(\$878,248.74)		(\$15,634.79)



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Fund 270 - HISTORICAL COMMISSION									
REVENUE									
Department 000 - ACCOUNT BALANCES	89,200.00	.00	89,200.00	11,944.82	.00	53,812.54	35,387.46	60	86,152.70
REVENUE TOTALS	\$89,200.00	\$0.00	\$89,200.00	\$11,944.82	\$0.00	\$53,812.54	\$35,387.46	60%	\$86,152.70
EXPENSE									
Department 000 - ACCOUNT BALANCES	62,000.00	149,495.00	211,495.00	814.08	.00	19,863.58	191,631.42	9	10,201.42
EXPENSE TOTALS	\$62,000.00	\$149,495.00	\$211,495.00	\$814.08	\$0.00	\$19,863.58	\$191,631.42	9%	\$10,201.42
Fund 270 - HISTORICAL COMMISSION Totals									
REVENUE TOTALS	89,200.00	.00	89,200.00	11,944.82	.00	53,812.54	35,387.46	60%	86,152.70
EXPENSE TOTALS	62,000.00	149,495.00	211,495.00	814.08	.00	19,863.58	191,631.42	9%	10,201.42
Fund 270 - HISTORICAL COMMISSION Totals	\$27,200.00	(\$149,495.00)	(\$122,295.00)	\$11,130.74	\$0.00	\$33,948.96	(\$156,243.96)		\$75,951.28



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Fund 271 - LIBRARY FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	4,430,642.00	.00	4,430,642.00	28,072.56	.00	4,580,955.61	(150,313.61)	103	3,871,568.64
REVENUE TOTALS	\$4,430,642.00	\$0.00	\$4,430,642.00	\$28,072.56	\$0.00	\$4,580,955.61	(\$150,313.61)	103%	\$3,871,568.64
EXPENSE									
Department 778 - CIVIC CENTER LIBRARY	4,178,232.00	536,880.00	4,715,112.00	250,861.56	37,822.92	1,530,221.26	3,147,067.82	33	1,461,801.14
Department 779 - NOBLE LIBRARY	15,000.00	.00	15,000.00	261.44	.00	2,104.91	12,895.09	14	2,900.22
Department 780 - SANDBURG LIBRARY	747,294.00	.00	747,294.00	59,611.92	.00	360,363.87	386,930.13	48	369,537.36
EXPENSE TOTALS	\$4,940,526.00	\$536,880.00	\$5,477,406.00	\$310,734.92	\$37,822.92	\$1,892,690.04	\$3,546,893.04	35%	\$1,834,238.72
Fund 271 - LIBRARY FUND Totals									
REVENUE TOTALS	4,430,642.00	.00	4,430,642.00	28,072.56	.00	4,580,955.61	(150,313.61)	103%	3,871,568.64
EXPENSE TOTALS	4,940,526.00	536,880.00	5,477,406.00	310,734.92	37,822.92	1,892,690.04	3,546,893.04	35%	1,834,238.72
Fund 271 - LIBRARY FUND Totals	(\$509,884.00)	(\$536,880.00)	(\$1,046,764.00)	(\$282,662.36)	(\$37,822.92)	\$2,688,265.57	(\$3,697,206.65)		\$2,037,329.92



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Fund 272 - ARTS COMMISSION FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	8,500.00	.00	8,500.00	290.76	.00	1,735.47	6,764.53	20	2,765.32
REVENUE TOTALS	\$8,500.00	\$0.00	\$8,500.00	\$290.76	\$0.00	\$1,735.47	\$6,764.53	20%	\$2,765.32
EXPENSE									
Department 000 - ACCOUNT BALANCES	17,700.00	.00	17,700.00	.00	.00	.00	17,700.00	0	892.78
EXPENSE TOTALS	\$17,700.00	\$0.00	\$17,700.00	\$0.00	\$0.00	\$0.00	\$17,700.00	0%	\$892.78
Fund 272 - ARTS COMMISSION FUND Totals									
REVENUE TOTALS	8,500.00	.00	8,500.00	290.76	.00	1,735.47	6,764.53	20%	2,765.32
EXPENSE TOTALS	17,700.00	.00	17,700.00	.00	.00	.00	17,700.00	0%	892.78
Fund 272 - ARTS COMMISSION FUND Totals	(\$9,200.00)	\$0.00	(\$9,200.00)	\$290.76	\$0.00	\$1,735.47	(\$10,935.47)		\$1,872.54



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Fund 284 - OPIOID SETTLEMENT FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	.00	.00	.00	660.61	.00	3,426.16	(3,426.16)	+++	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$660.61	\$0.00	\$3,426.16	(\$3,426.16)	+++	\$0.00
Fund 284 - OPIOID SETTLEMENT FUND Totals									
REVENUE TOTALS	.00	.00	.00	660.61	.00	3,426.16	(3,426.16)	+++	.00
Fund 284 - OPIOID SETTLEMENT FUND Totals	\$0.00	\$0.00	\$0.00	\$660.61	\$0.00	\$3,426.16	(\$3,426.16)		\$0.00



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Fund 286 - TRANSIT & CAPITAL IMPR									
REVENUE									
Department 000 - ACCOUNT BALANCES	2,608,950.00	.00	2,608,950.00	.00	.00	2,648,001.71	(39,051.71)	101	2,337,976.80
REVENUE TOTALS	\$2,608,950.00	\$0.00	\$2,608,950.00	\$0.00	\$0.00	\$2,648,001.71	(\$39,051.71)	101%	\$2,337,976.80
EXPENSE									
Department 000 - ACCOUNT BALANCES	2,608,950.00	.00	2,608,950.00	.00	.00	2,608,950.00	.00	100	2,465,846.00
EXPENSE TOTALS	\$2,608,950.00	\$0.00	\$2,608,950.00	\$0.00	\$0.00	\$2,608,950.00	\$0.00	100%	\$2,465,846.00
Fund 286 - TRANSIT & CAPITAL IMPR Totals									
REVENUE TOTALS	2,608,950.00	.00	2,608,950.00	.00	.00	2,648,001.71	(39,051.71)	101%	2,337,976.80
EXPENSE TOTALS	2,608,950.00	.00	2,608,950.00	.00	.00	2,608,950.00	.00	100%	2,465,846.00
Fund 286 - TRANSIT & CAPITAL IMPR Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,051.71	(\$39,051.71)		(\$127,869.20)



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Fund 288 - COMMUNITY TRANSIT PROGRAM									
REVENUE									
Department 000 - ACCOUNT BALANCES	704,445.00	.00	704,445.00	6,986.71	.00	597,560.75	106,884.25	85	674,311.67
REVENUE TOTALS	\$704,445.00	\$0.00	\$704,445.00	\$6,986.71	\$0.00	\$597,560.75	\$106,884.25	85%	\$674,311.67
EXPENSE									
Department 606 - COMM TRANSIT DISPATCHERS	102,624.00	.00	102,624.00	9,407.16	.00	47,202.09	55,421.91	46	43,101.44
Department 607 - COMMUNITY TRANSIT ADMIN	160,583.00	.00	160,583.00	12,048.69	.00	74,154.63	86,428.37	46	74,143.30
Department 608 - COMMUNITY TRANSIT	935,910.00	212,883.00	1,148,793.00	19,852.88	99,080.35	449,724.24	599,988.41	48	405,163.63
EXPENSE TOTALS	\$1,199,117.00	\$212,883.00	\$1,412,000.00	\$41,308.73	\$99,080.35	\$571,080.96	\$741,838.69	47%	\$522,408.37
Fund 288 - COMMUNITY TRANSIT PROGRAM Totals									
REVENUE TOTALS	704,445.00	.00	704,445.00	6,986.71	.00	597,560.75	106,884.25	85%	674,311.67
EXPENSE TOTALS	1,199,117.00	212,883.00	1,412,000.00	41,308.73	99,080.35	571,080.96	741,838.69	47%	522,408.37
Fund 288 - COMMUNITY TRANSIT PROGRAM Totals	(\$494,672.00)	(\$212,883.00)	(\$707,555.00)	(\$34,322.02)	(\$99,080.35)	\$26,479.79	(\$634,954.44)		\$151,903.30



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Fund 297 - CABLE TELEVISION FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	386,200.00	.00	386,200.00	88,629.07	.00	190,669.47	195,530.53	49	167,353.38
REVENUE TOTALS	\$386,200.00	\$0.00	\$386,200.00	\$88,629.07	\$0.00	\$190,669.47	\$195,530.53	49%	\$167,353.38
EXPENSE									
Department 806 - CABLE TELEVISION	641,279.00	32,000.00	673,279.00	43,554.57	1,966.20	266,025.96	405,286.84	40	208,092.67
EXPENSE TOTALS	\$641,279.00	\$32,000.00	\$673,279.00	\$43,554.57	\$1,966.20	\$266,025.96	\$405,286.84	40%	\$208,092.67
Fund 297 - CABLE TELEVISION FUND Totals									
REVENUE TOTALS	386,200.00	.00	386,200.00	88,629.07	.00	190,669.47	195,530.53	49%	167,353.38
EXPENSE TOTALS	641,279.00	32,000.00	673,279.00	43,554.57	1,966.20	266,025.96	405,286.84	40%	208,092.67
Fund 297 - CABLE TELEVISION FUND Totals	(\$255,079.00)	(\$32,000.00)	(\$287,079.00)	\$45,074.50	(\$1,966.20)	(\$75,356.49)	(\$209,756.31)		(\$40,739.29)



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Fund 372 - D/S 2015 MBA REFUNDING									
REVENUE									
Department 000 - ACCOUNT BALANCES	181,245.00	.00	181,245.00	.00	.00	176,422.00	4,823.00	97	173,459.75
REVENUE TOTALS	\$181,245.00	\$0.00	\$181,245.00	\$0.00	\$0.00	\$176,422.00	\$4,823.00	97%	\$173,459.75
EXPENSE									
Department 000 - ACCOUNT BALANCES	181,245.00	.00	181,245.00	.00	.00	176,422.00	4,823.00	97	173,459.75
EXPENSE TOTALS	\$181,245.00	\$0.00	\$181,245.00	\$0.00	\$0.00	\$176,422.00	\$4,823.00	97%	\$173,459.75
Fund 372 - D/S 2015 MBA REFUNDING Totals									
REVENUE TOTALS	181,245.00	.00	181,245.00	.00	.00	176,422.00	4,823.00	97%	173,459.75
EXPENSE TOTALS	181,245.00	.00	181,245.00	.00	.00	176,422.00	4,823.00	97%	173,459.75
Fund 372 - D/S 2015 MBA REFUNDING Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00



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Fund 373 - D/S 2016 MBA REFUNDING									
REVENUE									
Department 000 - ACCOUNT BALANCES	548,300.00	.00	548,300.00	.00	.00	458,000.00	90,300.00	84	449,900.00
REVENUE TOTALS	\$548,300.00	\$0.00	\$548,300.00	\$0.00	\$0.00	\$458,000.00	\$90,300.00	84%	\$449,900.00
EXPENSE									
Department 000 - ACCOUNT BALANCES	548,300.00	.00	548,300.00	.00	.00	458,000.00	90,300.00	84	449,900.00
EXPENSE TOTALS	\$548,300.00	\$0.00	\$548,300.00	\$0.00	\$0.00	\$458,000.00	\$90,300.00	84%	\$449,900.00
Fund 373 - D/S 2016 MBA REFUNDING Totals									
REVENUE TOTALS	548,300.00	.00	548,300.00	.00	.00	458,000.00	90,300.00	84%	449,900.00
EXPENSE TOTALS	548,300.00	.00	548,300.00	.00	.00	458,000.00	90,300.00	84%	449,900.00
Fund 373 - D/S 2016 MBA REFUNDING Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00



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Fund 374 - D/S 2017 MBA REFUNDING									
REVENUE									
Department 000 - ACCOUNT BALANCES	1,994,175.00	.00	1,994,175.00	.00	.00	1,735,750.00	258,425.00	87	1,711,900.00
REVENUE TOTALS	\$1,994,175.00	\$0.00	\$1,994,175.00	\$0.00	\$0.00	\$1,735,750.00	\$258,425.00	87%	\$1,711,900.00
EXPENSE									
Department 000 - ACCOUNT BALANCES	1,994,175.00	.00	1,994,175.00	.00	.00	1,735,750.00	258,425.00	87	1,711,900.00
EXPENSE TOTALS	\$1,994,175.00	\$0.00	\$1,994,175.00	\$0.00	\$0.00	\$1,735,750.00	\$258,425.00	87%	\$1,711,900.00
Fund 374 - D/S 2017 MBA REFUNDING Totals									
REVENUE TOTALS	1,994,175.00	.00	1,994,175.00	.00	.00	1,735,750.00	258,425.00	87%	1,711,900.00
EXPENSE TOTALS	1,994,175.00	.00	1,994,175.00	.00	.00	1,735,750.00	258,425.00	87%	1,711,900.00
Fund 374 - D/S 2017 MBA REFUNDING Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00



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Fund 401 - CAPITAL PROJECTS									
REVENUE									
Department 000 - ACCOUNT BALANCES	2,118,950.00	.00	2,118,950.00	24,527.52	.00	3,253,264.66	(1,134,314.66)	154	2,364,342.22
REVENUE TOTALS	\$2,118,950.00	\$0.00	\$2,118,950.00	\$24,527.52	\$0.00	\$3,253,264.66	(\$1,134,314.66)	154%	\$2,364,342.22
EXPENSE									
Department 000 - ACCOUNT BALANCES	2,907,500.00	8,615,278.00	11,522,778.00	599,846.75	816,431.08	2,741,642.07	7,964,704.85	31	1,185,308.26
EXPENSE TOTALS	\$2,907,500.00	\$8,615,278.00	\$11,522,778.00	\$599,846.75	\$816,431.08	\$2,741,642.07	\$7,964,704.85	31%	\$1,185,308.26
Fund 401 - CAPITAL PROJECTS Totals									
REVENUE TOTALS	2,118,950.00	.00	2,118,950.00	24,527.52	.00	3,253,264.66	(1,134,314.66)	154%	2,364,342.22
EXPENSE TOTALS	2,907,500.00	8,615,278.00	11,522,778.00	599,846.75	816,431.08	2,741,642.07	7,964,704.85	31%	1,185,308.26
Fund 401 - CAPITAL PROJECTS Totals	(\$788,550.00)	(\$8,615,278.00)	(\$9,403,828.00)	(\$575,319.23)	(\$816,431.08)	\$511,622.59	(\$9,099,019.51)		\$1,179,033.96



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Fund 409 - GOLF COURSE CAPITAL IMPR									
REVENUE									
Department 000 - ACCOUNT BALANCES	205,200.00	.00	205,200.00	27,948.18	.00	18,901.76	186,298.24	9	339,985.26
REVENUE TOTALS	\$205,200.00	\$0.00	\$205,200.00	\$27,948.18	\$0.00	\$18,901.76	\$186,298.24	9%	\$339,985.26
EXPENSE									
Department 000 - ACCOUNT BALANCES	282,500.00	.00	282,500.00	14,686.00	.00	32,766.00	249,734.00	12	28,520.05
EXPENSE TOTALS	\$282,500.00	\$0.00	\$282,500.00	\$14,686.00	\$0.00	\$32,766.00	\$249,734.00	12%	\$28,520.05
Fund 409 - GOLF COURSE CAPITAL IMPR Totals									
REVENUE TOTALS	205,200.00	.00	205,200.00	27,948.18	.00	18,901.76	186,298.24	9%	339,985.26
EXPENSE TOTALS	282,500.00	.00	282,500.00	14,686.00	.00	32,766.00	249,734.00	12%	28,520.05
Fund 409 - GOLF COURSE CAPITAL IMPR Totals	(\$77,300.00)	\$0.00	(\$77,300.00)	\$13,262.18	\$0.00	(\$13,864.24)	(\$63,435.76)		\$311,465.21



BUDGET TO ACTUAL - COUNCIL SUMMARY - 05/31/2023

Through 05/31/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 418 - BUILDING IMPROVEMENT FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	5,000.00	.00	5,000.00	23,252.72	.00	177,236.13	(172,236.13)	3545	(23,533.99)
REVENUE TOTALS	\$5,000.00	\$0.00	\$5,000.00	\$23,252.72	\$0.00	\$177,236.13	(\$172,236.13)	3545%	(\$23,533.99)
EXPENSE									
Department 000 - ACCOUNT BALANCES	100,000.00	.00	100,000.00	.00	.00	28,849.04	71,150.96	29	6,803.25
EXPENSE TOTALS	\$100,000.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$28,849.04	\$71,150.96	29%	\$6,803.25
Fund 418 - BUILDING IMPROVEMENT FUND Totals									
REVENUE TOTALS	5,000.00	.00	5,000.00	23,252.72	.00	177,236.13	(172,236.13)	3545%	(23,533.99)
EXPENSE TOTALS	100,000.00	.00	100,000.00	.00	.00	28,849.04	71,150.96	29%	6,803.25
Fund 418 - BUILDING IMPROVEMENT FUND Totals	(\$95,000.00)	\$0.00	(\$95,000.00)	\$23,252.72	\$0.00	\$148,387.09	(\$243,387.09)		(\$30,337.24)



BUDGET TO ACTUAL - COUNCIL SUMMARY -

05/31/2023

Through 05/31/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 419 - SENIOR CENTER CONSTRUCTION FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	.00	.00	.00	9,871.22	.00	75,438.36	(75,438.36)	+++	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$9,871.22	\$0.00	\$75,438.36	(\$75,438.36)	+++	\$0.00
EXPENSE									
Department 000 - ACCOUNT BALANCES	.00	696,678.00	696,678.00	.00	.00	27,820.71	668,857.29	4	.00
EXPENSE TOTALS	\$0.00	\$696,678.00	\$696,678.00	\$0.00	\$0.00	\$27,820.71	\$668,857.29	4%	\$0.00
Fund 419 - SENIOR CENTER CONSTRUCTION FUND Totals									
REVENUE TOTALS	.00	.00	.00	9,871.22	.00	75,438.36	(75,438.36)	+++	.00
EXPENSE TOTALS	.00	696,678.00	696,678.00	.00	.00	27,820.71	668,857.29	4%	.00
Fund 419 - SENIOR CENTER CONSTRUCTION FUND Totals	\$0.00	(\$696,678.00)	(\$696,678.00)	\$9,871.22	\$0.00	\$47,617.65	(\$744,295.65)		\$0.00



BUDGET TO ACTUAL - COUNCIL SUMMARY - 05/31/2023

Through 05/31/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 470 - COURT BUILDING IMPROVEMENTS									
REVENUE									
Department 000 - ACCOUNT BALANCES	350,100.00	.00	350,100.00	37,305.37	.00	209,273.58	140,826.42	60	126,413.59
REVENUE TOTALS	\$350,100.00	\$0.00	\$350,100.00	\$37,305.37	\$0.00	\$209,273.58	\$140,826.42	60%	\$126,413.59
EXPENSE									
Department 000 - ACCOUNT BALANCES	548,300.00	.00	548,300.00	.00	.00	458,000.00	90,300.00	84	449,900.00
EXPENSE TOTALS	\$548,300.00	\$0.00	\$548,300.00	\$0.00	\$0.00	\$458,000.00	\$90,300.00	84%	\$449,900.00
Fund 470 - COURT BUILDING IMPROVEMENTS Totals									
REVENUE TOTALS	350,100.00	.00	350,100.00	37,305.37	.00	209,273.58	140,826.42	60%	126,413.59
EXPENSE TOTALS	548,300.00	.00	548,300.00	.00	.00	458,000.00	90,300.00	84%	449,900.00
Fund 470 - COURT BUILDING IMPROVEMENTS Totals	(\$198,200.00)	\$0.00	(\$198,200.00)	\$37,305.37	\$0.00	(\$248,726.42)	\$50,526.42		(\$323,486.41)



BUDGET TO ACTUAL - COUNCIL SUMMARY - 05/31/2023

Through 05/31/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 536 - NEWBURGH VILLAGE									
REVENUE									
Department 000 - ACCOUNT BALANCES	843,000.00	.00	843,000.00	73,036.28	.00	447,542.27	395,457.73	53	405,595.71
REVENUE TOTALS	\$843,000.00	\$0.00	\$843,000.00	\$73,036.28	\$0.00	\$447,542.27	\$395,457.73	53%	\$405,595.71
EXPENSE									
Department 677 - NEWBURGH VILLAGE	703,934.00	716,985.00	1,420,919.00	34,962.44	26,725.00	283,640.15	1,110,553.85	22	297,160.03
EXPENSE TOTALS	\$703,934.00	\$716,985.00	\$1,420,919.00	\$34,962.44	\$26,725.00	\$283,640.15	\$1,110,553.85	22%	\$297,160.03
Fund 536 - NEWBURGH VILLAGE Totals									
REVENUE TOTALS	843,000.00	.00	843,000.00	73,036.28	.00	447,542.27	395,457.73	53%	405,595.71
EXPENSE TOTALS	703,934.00	716,985.00	1,420,919.00	34,962.44	26,725.00	283,640.15	1,110,553.85	22%	297,160.03
Fund 536 - NEWBURGH VILLAGE Totals	\$139,066.00	(\$716,985.00)	(\$577,919.00)	\$38,073.84	(\$26,725.00)	\$163,902.12	(\$715,096.12)		\$108,435.68



BUDGET TO ACTUAL - COUNCIL SUMMARY -

05/31/2023

Through 05/31/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 538 - SILVER VILLAGE FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	668,620.00	.00	668,620.00	58,820.32	.00	359,302.93	309,317.07	54	309,888.64
REVENUE TOTALS	\$668,620.00	\$0.00	\$668,620.00	\$58,820.32	\$0.00	\$359,302.93	\$309,317.07	54%	\$309,888.64
EXPENSE									
Department 676 - SILVER VILLAGE	603,445.00	160,000.00	763,445.00	47,514.88	.00	301,727.56	461,717.44	40	262,157.32
EXPENSE TOTALS	\$603,445.00	\$160,000.00	\$763,445.00	\$47,514.88	\$0.00	\$301,727.56	\$461,717.44	40%	\$262,157.32
Fund 538 - SILVER VILLAGE FUND Totals									
REVENUE TOTALS	668,620.00	.00	668,620.00	58,820.32	.00	359,302.93	309,317.07	54%	309,888.64
EXPENSE TOTALS	603,445.00	160,000.00	763,445.00	47,514.88	.00	301,727.56	461,717.44	40%	262,157.32
Fund 538 - SILVER VILLAGE FUND Totals	\$65,175.00	(\$160,000.00)	(\$94,825.00)	\$11,305.44	\$0.00	\$57,575.37	(\$152,400.37)		\$47,731.32



BUDGET TO ACTUAL - COUNCIL SUMMARY - 05/31/2023

Through 05/31/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 584 - GOLF COURSE FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	2,075,397.00	.00	2,075,397.00	383,857.07	.00	587,091.34	1,488,305.66	28	462,753.28
REVENUE TOTALS	\$2,075,397.00	\$0.00	\$2,075,397.00	\$383,857.07	\$0.00	\$587,091.34	\$1,488,305.66	28%	\$462,753.28
EXPENSE									
Department 000 - ACCOUNT BALANCES	.00	.00	.00	.00	.00	.00	.00	+++	340,000.00
Department 773 - WHISPERING WILLOWS	735,662.00	.00	735,662.00	63,683.18	.00	284,873.23	450,788.77	39	284,862.82
Department 774 - IDYL WYLD	559,662.00	.00	559,662.00	47,549.34	.00	248,856.55	310,805.45	44	266,247.93
Department 775 - FOX CREEK	777,570.00	.00	777,570.00	52,218.79	.00	284,843.08	492,726.92	37	314,435.84
EXPENSE TOTALS	\$2,072,894.00	\$0.00	\$2,072,894.00	\$163,451.31	\$0.00	\$818,572.86	\$1,254,321.14	39%	\$1,205,546.59
Fund 584 - GOLF COURSE FUND Totals									
REVENUE TOTALS	2,075,397.00	.00	2,075,397.00	383,857.07	.00	587,091.34	1,488,305.66	28%	462,753.28
EXPENSE TOTALS	2,072,894.00	.00	2,072,894.00	163,451.31	.00	818,572.86	1,254,321.14	39%	1,205,546.59
Fund 584 - GOLF COURSE FUND Totals	\$2,503.00	\$0.00	\$2,503.00	\$220,405.76	\$0.00	(\$231,481.52)	\$233,984.52		(\$742,793.31)



BUDGET TO ACTUAL - COUNCIL SUMMARY -

05/31/2023

Through 05/31/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 592 - WATER AND SEWER FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	43,581,472.00	.00	43,581,472.00	3,727,972.66	.00	19,247,238.51	24,334,233.49	44	18,178,175.09
REVENUE TOTALS	\$43,581,472.00	\$0.00	\$43,581,472.00	\$3,727,972.66	\$0.00	\$19,247,238.51	\$24,334,233.49	44%	\$18,178,175.09
EXPENSE									
Department 558 - W & S FINANCIAL ADMIN	34,947,013.00	.00	34,947,013.00	2,847,037.93	.00	16,921,578.22	18,025,434.78	48	16,843,736.90
Department 559 - W & S FIELD OPERATIONS	7,842,052.00	854,036.00	8,696,088.00	435,768.16	66,043.83	2,747,443.11	5,882,601.06	32	2,861,077.57
EXPENSE TOTALS	\$42,789,065.00	\$854,036.00	\$43,643,101.00	\$3,282,806.09	\$66,043.83	\$19,669,021.33	\$23,908,035.84	45%	\$19,704,814.47
Fund 592 - WATER AND SEWER FUND Totals									
REVENUE TOTALS	43,581,472.00	.00	43,581,472.00	3,727,972.66	.00	19,247,238.51	24,334,233.49	44%	18,178,175.09
EXPENSE TOTALS	42,789,065.00	854,036.00	43,643,101.00	3,282,806.09	66,043.83	19,669,021.33	23,908,035.84	45%	19,704,814.47
Fund 592 - WATER AND SEWER FUND Totals	\$792,407.00	(\$854,036.00)	(\$61,629.00)	\$445,166.57	(\$66,043.83)	(\$421,782.82)	\$426,197.65		(\$1,526,639.38)
Grand Totals									
REVENUE TOTALS	184,197,726.00	810,663.00	185,008,389.00	11,599,118.50	.00	124,591,668.29	60,416,720.71	67%	118,810,785.78
EXPENSE TOTALS	192,329,448.00	16,111,078.00	208,440,526.00	12,120,238.08	2,593,324.06	80,413,779.86	125,433,422.08	40%	79,081,339.38
Grand Totals	(\$8,131,722.00)	(\$15,300,415.00)	(\$23,432,137.00)	(\$521,119.58)	(\$2,593,324.06)	\$44,177,888.43	(\$65,016,701.37)		\$39,729,446.40



LETTER TO THE LIVONIA CITY COUNCIL

1.

Engineering
July 13, 2023

MEETING DATE

S072423/R080923

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Robert Urban, Traffic Operations Engineer, MDOT - Taylor TSC, re: in conjunction with the M-14 Reconstruction Project from Newburgh Road to Sheldon Road during the Summer of 2024.

BACKGROUND DETAILS

The Michigan Department of Transportation (MDOT) is in the process of bidding the project for the M-14 road reconstruction from Newburgh Road to Sheldon Road, the project will also encompass the bridges in this corridor. This project is planned to begin in Summer 2024.

In an effort to reduce the impact to the motoring public, the local residents and the businesses along the M-14 corridor and to allow the Contractor to maintain an aggressive work schedule, MDOT has requested a reprieve from the City of Livonia's Noise Ordinance regarding work during the night-time hours on Monday through Saturday evenings during the project (some Sundays may also be needed based on scheduling). The approval of this request will allow MDOT to place the noise ordinance waiver into their specifications for the portion of work performed in the City of Livonia for the duration of the project while under construction.

The Engineering Division in conjunction with the Inspection Department has no objection to this request and would like to respectfully recommend that the Council approve MDOT's request to allow the work to be completed in a timely manner and in the interest of safety.

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

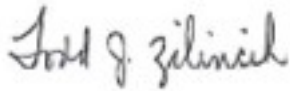
RESOVLED, that having considered a communication from Robert Urban, Traffic Operations Engineer, MDOT - Taylor TSC, dated July 13, 2023, which requests permission to waive Section 8.32.070 (Noise Control) of the Livonia Code of Ordinances, as amended, in order to permit nighttime work operations in conjunction with the M-14 Reconstruction Project, from Newburgh Road to Sheldon Road, the Council does hereby determine to waive Section 8.32.070 (Noise Control) of the Livonia Code of Ordinances in conjunction with the M-14 Reconstruction Project, from Newburgh Road to Sheldon Road.

ATTACHMENTS

1. S072423 Nose ord Robert Urban

2. 7-13-23 Request from MDOT for a Noise Ordinance Waiver for M-14 Project

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: July 13, 2023



Jerome Hanna, Director of Inspection

Date: July 14, 2023



Maureen Miller Brosnan, Mayor

Date: July 14, 2023



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
TAYLOR TRANSPORTATION SERVICE CENTER

PAUL C. AJEGBA
DIRECTOR

July 13, 2023

Todd Zilincik, P.E.
City Engineer
City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

Subject: Request - Noise Ordinance Waiver for Project 208481: M-14 Reconstruction – Sheldon to Newburgh

Dear Mr. Zilincik:

This letter is being written in reference to the City of Livonia noise ordinance regarding nighttime work operations.

The Michigan Department of Transportation (MDOT) will begin a reconstruction project on M-14 that involves bridge work and road work between Sheldon Road and Newburgh Road in the Township of Plymouth and the City of Livonia. Work is expected to begin in the Summer of 2024.

Because of the significant traffic volumes along M-14 and the current construction schedule, MDOT is proposing to conduct several work operations for this project during nighttime hours. This would reduce the impact to traffic, reduce the overall construction schedule, reduce worker exposure to peak traffic, and reduce overall work zone delays. Therefore, MDOT respectfully requests a reprieve from the City of Livonia ordinance regarding work during the nighttime hours.

A response is respectfully requested by August 13, 2023. Should you need any further information, please feel free to contact me at (248) 320-6733 or via email at urbanr@michigan.gov. Your assistance in this matter is greatly appreciated.

Sincerely,

Robert Urban
Traffic Operations Engineer
MDOT – Taylor TSC



LETTER TO THE LIVONIA CITY COUNCIL

2.

Council Office
July 10, 2023

MEETING DATE

S072423/R080923

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Nick Cornell, General Manager, Supernatural Spirits and Brewing LLC, re: to host the Wildwood Sour Fest event on Saturday, August 26, 2023, from 3:00 p.m. to 11:00 p.m. with live music and DJs on property located at 36685 Plymouth Road.

BACKGROUND DETAILS

A request to waive the City's noise ordinance by Nick Cornell, General Manager, Supernatural Spirits and Brewing LLC, re: to host the Wildwood Sour Fest event on Saturday, August 26, 2023, from 3:00 p.m. to 11:00 p.m. with live music and DJs on property located at 36685 Plymouth 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. S072423 LTC Noise waiver Supernatural Nick Cornell

APPROVED BY

Kasprowicz, Sara

From: Nash, Susan M.
Sent: Friday, July 7, 2023 8:21 PM
To: Miller, Lori; Kasprowicz, Sara
Subject: Fwd: Supernatural Brewing Noise Ordinance Request for a party August 26th 2023

Follow Up Flag: Follow up
Flag Status: Flagged

Sent from my iPhone

Susan Nash, MiPMC, CMC

City Clerk
City of Livonia | City Clerk
(734) 466-2233
snash@livonia.gov

Begin forwarded message:

From: Nick Cornell <nick@supernaturalbrewing.com>
Date: July 7, 2023 at 8:12:42 PM EDT
To: "Nash, Susan M." <snash@livonia.gov>, ernie@supernaturalbrewing.com
Subject: Supernatural Brewing Noise Ordinance Request for a party August 26th 2023

Hello Susan Nash,

This is Nick Cornell over at Supernatural Brewing Company at 36685 Plymouth Rd, Livonia, MI 48150. I've CC'd Ernie Pacsai as well (one of the owners of Supernatural). We are trying to request permission from the City of Livonia once again to hold our Wildwood Sourfest party in the front of our building along Plymouth road on August 26th. We plan to release 18 different sour beers that day as well as providing some fun food and music! We'd like to ask permission to have live bands performing outside from 3pm until 11pm. The event was a HUGE success last year so we'd love to do it again! Please let me know any steps we need to take and I do hope we're not too late to plan this with the city.

Thanks so much,
Nick Cornell
Supernatural Brewing
General Manager
734-589-9214 cell



LETTER TO THE LIVONIA CITY COUNCIL

3.

City Clerk
July 6, 2023

MEETING DATE

S072423/R080923

PREPARED BY

Lori Miller, MiPMC, Deputy City Clerk,

AGENDA ITEM

BLOCK PARTY: Wafa Dinero, re: to be held Saturday, August 12, 2023, from 1:00 p.m. to 8:00 p.m., on Huff Street between Ladywood and Kingsbury Streets, with a rain date of Saturday, August 19, 2023.

BACKGROUND DETAILS

Block party to be held on Huff Street between Ladywood and Kingsbury from 1:00 p.m. to 8:00 p.m. to include food trucks, games, cotton candy, music, etc. Approximately 100 guests to attend. Rain date requested of Saturday, August 19, 2023.

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

Approve as submitted.

ATTACHMENTS

1. Huff Block Party Request

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: July 3, 2023 Date to appear at a Council Meeting: _____

Name of Neighborhood Representative: Wafa Dinaro

Address (please include zip code): 15680 HUFF ST, LIVONIA MI 48154

Telephone Number with area code: Home: 313 622 7038 Office: _____

Email: Wafa211@gmail.com

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

August 12, 2023

August 19, 2023

Date of Block Party
and/or Barricading

Rain Date

1:30pm - 9pm 1pm - 8pm

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).

HUFF ST Btwn Ladywood + Kingsbury

Type of Event: Briefly (Describe activities planned. Music, barbecue, games, etc.)

Food Truck, games, cotton candy, music, etc

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

4

Approximate Number Attending:

100?

Date of Council Approval/Denial: _____

Council Resolution Number: _____

RECEIVED
OFFICE OF THE CITY CLERK
2023 JUL -3 PM 1:22



LETTER TO THE LIVONIA CITY COUNCIL

5.

City Clerk
July 10, 2023

MEETING DATE

S072423/R080923

PREPARED BY

Lori Miller, MiPMC, Deputy City Clerk,

AGENDA ITEM

BLOCK PARTY: Karen Werden, re: to be held Saturday, August 26, 2023, from 3:00 p.m. to 10:00 p.m., on Flamingo Blvd. between St. Martins and Bretton Streets, with a rain date of Sunday, August 27, 2023.

BACKGROUND DETAILS

Block party request for Saturday, August 26, 2023 from 3:00 p.m. to 10:00 p.m. on Flamingo, from St. Martins to Bretton, with a rain date of Sunday, August 27, 2023 requested. Event to include games, BBQ and music. Approximately 25 residents to attend.

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

Approve as submitted.

ATTACHMENTS

1. S072423 LTC Block Party Karen Werden 8-26-23
2. Flamingo-2 Block Party Request

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: June 28, 2023 Date to appear at a Council Meeting: _____

Name of Neighborhood Representative: Karen Werden

Address (please include zip code): 19651 Flamingo

Telephone Number with area code: Home: 248-252-7251 Office: 248-615-7253

Email: Wrenwyn@msn.com

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

Aug 26, 2023 Aug 27, 2023 3PM - 10PM
Date of Block Party Rain Date Start/end time of Block Party and/or Barricading
and/or Barricading End time is no later than 10:00 p.m.

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

Flamingo from St. Martins to Bretton

Type of Event: Briefly (Describe activities planned. Music, barbecue, games, etc.) Games, Barbecue,
Music

How many barricades are you requesting (max. 10)? 6 Blinkers, 2 Saw Horses

Approximate Number Attending: ~ 25

Date of Council Approval/Denial: _____

Council Resolution Number: _____

RECEIVED
OFFICE OF THE CITY CLERK
2023 JUL - 7 PM 3:09



LETTER TO THE LIVONIA CITY COUNCIL

6.

Council Office
June 28, 2023

MEETING DATE

S072423/R080923

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

BLOCK PARTY: Brenda Shaw, re: to be held Saturday, September 9, 2023, from 12:00 p.m. to 10:00 p.m., on Sussex Street between Sherwood and Fitzgerald Streets, with a rain date of Saturday, September 16, 2023.

BACKGROUND DETAILS

Block party request from Brenda Shaw to be held Saturday, September 9, 2023, from 12:00 p.m. to 10:00 p.m., on Sussex Street between Sherwood and Fitzgerald Streets, with a rain date of Saturday, September 16, 2023.

June 29, 2023: At the request of the Petitioner, the item was to be placed on the Study meeting of July 24, 2023.

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

To approve as presented.

ATTACHMENTS

1. S071023 Block Party Brenda Shaw Sept 9

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: June 26, 2023 Date to appear at a Council Meeting: Study Meeting of July 10, 2023

Name of Neighborhood Representative: Brenda Shaw

Address (please include zip code): 15583 Sussex St.

Telephone Number with area code: Home: Cell: 248-672-1148 Office: _____

Email: bshaw2014@gmail.com

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

<u>September 9, 2023</u>	<u>September 16, 2023</u>	<u>12:00 noon - 10:00 pm</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).

Between Sherwood and Fitzgerald

Type of Event: Briefly (Describe activities planned. Music, barbecue, games, etc.) Bike parade, games, potluck,
bounce house, possibly music

How many barricades are you requesting (max. 10)? 4

Approximate Number Attending: 60

Date of Council Approval/Denial: _____

Council Resolution Number: _____



LETTER TO THE LIVONIA CITY COUNCIL

10.

Parks and Recreation July 12, 2023

MEETING DATE

S072423/R080923

PREPARED BY

Ann Cox, Program Supervisor,

AGENDA ITEM

REQUEST APPROVAL FOR SENIOR ALLIANCE 2024 ANNUAL IMPLEMENTATION PLAN (AIP): Department of Parks and Recreation, re: as required by the Aging and Adult Services Agency (AASA) to be submitted to the State Commission on Services to the Aging.

BACKGROUND DETAILS

The Department of Parks and Recreation is requesting a Council Resolution approving The Senior Alliance 2024 Annual Implementation Plan. The plan and proposed resolution is attached.

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

It is recommended that Council approve The Senior Alliance 2024 Annual Implementation Plan.

ATTACHMENTS

1. 2024 Senior Alliance Implementation Plan

APPROVED BY

Date: July 12, 2023

Ted Davis, CPRP, Superintendent of Parks and Recreation

Date: July 13, 2023

Maureen Miller Brosnan, Mayor



June 27, 2023

Dear Mayors and Supervisors,

As you know, The Senior Alliance: Area Agency on Aging 1-C (TSA), is committed to providing services that empower people with needs to live with dignity in the community of their choice, by providing available services. On June 22, 2023, The Senior Alliance's Board of Directors approved the agency's 2024 Annual Implementation Plan (AIP), which outlines the agency's goals and objectives for Older Americans Act and state funds over the next three years.

The State of Michigan's Department of Health and Human Services requires TSA to request a resolution approving our AIP from each of the 34 municipalities in our planning and service area. The link to our final AIP document: <https://thesenioralliance.org/>. A printed copy of the AIP can be sent via U.S. Mail at your request.

Please share this document with your municipality's legislative body and consider a resolution approving TSA's AIP 2024 no later than July 20, 2023. We are also requesting that your local unit of government send email notification of your approval or related concerns regarding the AIP as soon as possible. A sample resolution is enclosed.

If you have any questions regarding the AIP 2024, please contact Emma Case by phone (734.612.4749) or via email (ecase@thesenioralliance.org)

Your community's continued support of TSA and our mission to provide services to older adults, individuals with disabilities, their families and caregivers throughout our region is deeply appreciated.

Thank you in advance for your consideration.

Sincerely,
Emma Case
Planning & Advocacy Specialist
The Senior Alliance, Area Agency on Aging 1-C

**The Senior Alliance
Fiscal Year 2024
Annual Implementation Plan
Approval & Resolution Request Form**

Municipality Name			
Street Address		City:	Zip Code:
Phone Number			
Contact Person			
Email Address			

Please share this document and the 2024 Annual Implementation Plan (AIP) with your municipality's legislative body and consider a resolution approving TSA's AIP no later than July 20, 2023. We are also requesting that your local unit of government send email notification of your approval or related concerns regarding the AIP as soon as possible. A sample resolution is enclosed.

To electronically view the FY 2024 AIP, please visit <https://thesenioralliance.org/>

Please select one	_____ We hereby acknowledge receipt of and approve the 2024 Annual Implementation Plan (AIP) for The Senior Alliance: Planning and Service Area I-C. Projected Date for Resolution Vote: _____
	_____ We hereby acknowledge receipt of and approve the 2024 Annual Implementation Plan (AIP) for Planning and Service Area I-C with recommended revisions as noted in the comments section of this form. Projected Date for Resolution Vote: _____
	_____ I hereby acknowledge receipt of and disapprove of the proposed 2024 Annual Implementation Plan (AIP) for The Senior Alliance: Planning and Service Area I-C.

Resolution # _____

RESOLUTION OF CITY/TOWNSHIP COUNCIL OF THE CITY/TOWNSHIP
OF _____ AFFIRMING APPROVAL OF
THE SENIOR ALLIANCE **2024 ANNUAL IMPLEMENTATION PLAN** FOR AGING SERVICES

WHEREAS, the City/Township Council of the City/Township of _____, Wayne County, Michigan recognizes the role of The Senior Alliance as the designated Area Agency on Aging for Southern and Western Wayne County to be responsible for planning, developing, coordinating, monitoring, and managing a comprehensive organized service delivery system of services for older adults and caregivers.

WHEREAS, the 34 communities of Southern and Western Wayne County, including the City/Township of _____ comprises the Planning and Service Area to the agency's governing body.

WHEREAS, the Aging and Adult Services Agency require local Area Agencies on Aging to request approvals of their Annual Implementation Plan from their local governments.

WHEREAS, The Senior Alliance has submitted the plan to this honorable body in accordance with federal and state laws.

WHEREAS, The Senior Alliance has held a public hearing for client, caregiver, and service provider population feedback which contributed to the development of the Annual Implementation Plan for Fiscal Year (FY) 2024.

NOW, THEREFORE, BE IT RESOLVED, that this honorable body of _____ approves the Annual Implementation Plan for Fiscal Year (FY) 2024, as presented to the City/Township.

APPROVED AND ADOPTED, by the City/Township Council on _____, 2022.

Motion:

Second:

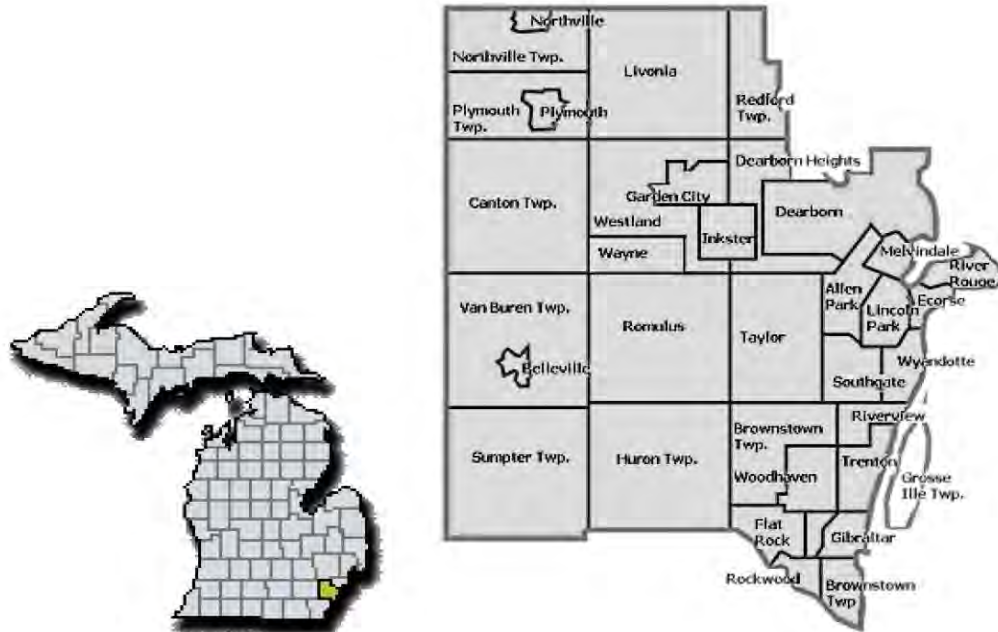
Ayes:

Signed:

Dated:

I attest that the foregoing is true and correct copy of a resolution approved at the _____
held in _____ on _____.

2023-2025 Multi Year Plan
FY 2024 ANNUAL IMPLEMENTATION PLAN
THE SENIOR ALLIANCE, INC. 1-C



Planning and Service Area

Serves all Wayne County
(Excluding areas served by Region 1-A)

The Senior Alliance, Inc. 1-C

5454 Venoy Road
Wayne, MI 48184
734-722-2830

1-800-815-1112 (SE Mich only)

734-722-2836 (fax)

Jason Maciejewski, CEO

<https://thesenioralliance.org>

Field Representative Laura McMurtry

mcmurtryl@michigan.gov

517-294-9749

STATE OF MICHIGAN
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Executive Summary

Include a summary that describes the AAA and the implementation plan including a brief description of the PSA (to include older adults in greatest economic need, minority, and/or non-English speaking), the AAA's mission, and primary focus for FY 2024.

Instructions

Please include in the Executive Summary a brief description of the following: The PSA and any significant changes to the current area plan.

A.) Any significant new priorities, plans or objectives set by the AAA for the use of (OAA) and state funding during FY 2024. If there are no new activities or changes, note that in your response.

B.) Any permanent changes to the AAA's operations based on the COVID-19 pandemic. In addition, please describe how the AAA is utilizing its American Rescue Plan Act (ARPA) funding.

C.) Current information about contingency planning for potential reduced federal funding (if plans include the pursuit of alternative funding, identify specific funding sources).

D.) A description of progress made through advocacy efforts to date and focus of advocacy efforts in FY 2024.

E.) A brief description of AAA's successes over the past year and any anticipated challenges for FY 2024.

The Senior Alliance (TSA) is a 501 c(3) non-profit organization responsible for planning and coordinating a network of services as the designated Area Agency on Aging (AAA) for Region 1C. As an AAA we serve approximately 241,000 older adults (U.S. Census 2021 American Community Survey data) residing in southern and western Wayne County, 7% of whom are living under the poverty level. According to the 2020 U.S. Census, the population in Region 1C is approximately 15% Black and 6% Hispanic or Latino. There is a significant Arab American and Middle Eastern and North African (MENA) population residing in Region 1C, although accurate data is not available due to federal reporting guidelines that do not capture data on this population.

Founded in 1980, TSA's mission is, "Assisting people to thrive as they live, age and grow." We envision our role as "Leading our community toward a healthy future where all have the opportunity to engage, connect, and contribute." Our foundation is built upon enabling access to the network of home and community-based long-term supports and services available through Older Americans Act funding. These services include nutrition programs, Care Management, Case Coordination & Support, Information & Assistance, Transportation, Medicare Medicaid Assistance Program (MMAP), Long Term Care Ombudsman, Adult Day Care, evidence-based health & wellness programs, legal assistance and telephonic Friendly Reassurance. A particular focus is given to advocating for the needs of older adults and individuals living with a disability in our service area.

A) Any significant new priorities, plans or objectives set by the AAA for the use of (OAA) and state funding during FY 2024. If there are no new activities or changes, note that in your response.

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In FY 2024, TSA will begin providing Options Counseling as a direct service. Providing Options Counseling will allow TSA to better serve the public by reviewing long-term supports and services individuals may qualify to receive and providing comprehensive, unbiased information on how services may be accessed.

Based on the early success of community-based Medicare Medicaid Assistance Program (MMAP), The Senior Alliance (TSA) is beginning to pilot community-based Information and Assistance (I&A). On a monthly basis, TSA will offer in-person I&A at community locations coinciding with when the TSA MMAP team is offering in-person counseling to the public. Offering I&A and MMAP will help outreach efforts for both programs and provide older adults with enhanced access to services.

B) Any permanent changes to the AAA's operations based on the COVID-19 pandemic. In addition, please describe how the AAA is utilizing its American Rescue Plan Act (ARPA) funding.

Based on changes implemented during the COVID-19 pandemic that improved operational efficiencies, The Senior Alliance (TSA) is permanently operating in an hybrid work environment and has employed extensive use of the Teams app.

TSA Medicare Medicaid Assistance Program (MMAP) transitioned to a community-based model. The MMAP team is co-located in senior and community centers across Planning and Service Area (PSA) 1C on a regular schedule, which occurs monthly at most sites. The community-based model expands program outreach, accessibility of services, and relationship building between TSA and community organizations.

TSA is implementing the following activities and programs in part or fully utilizing American Rescue Plan Act (ARPA) funding:

- Nutrition program outreach is aimed at increased home delivered meal participant and volunteer enrollment. TSA is launching a robust outreach effort to help nutrition provider Wayne County Senior Services recruit volunteers for its home delivered meals program to return operations to five-day per week hot meal delivery.
- Emergency grocery shopping program that purchases and delivers groceries for older adults in need.
- Community outreach efforts are being expanded to improve community knowledge of TSA and enrollment in programs. Planned outreach efforts include a Faith Based Summit in October 2023, senior center educational presentation series, Hispanic/Latino community fair in 2024, and Long- Term Care Ombudsman workshop in 2024.
- A comprehensive needs assessment is being conducted to identify the needs of older adults and caregivers, as well as gaps in service.
- Community-based Information and Assistance is implemented to further program reach to more older adults and caregivers in need of resources and information.
- Social isolation technology interventions are being provided to program participants to improve quality of life, including Joy for All Companion Pets and Amazon Echo Shows.
- A community loan closet will offer devices such as wheelchairs and walkers to older adults.
- Expanding educational opportunities for and outreach to informal, unpaid caregivers of older adults.
- Providing out of home respite for caregivers of Care Management and Case Coordination & Support participants.
- Providing ramps for Care Management and Case Coordination & Support participants.
- Collaborating with local emergency responders to pilot a personal ID bracelet, MyID, for older adults that has emergency contact and medical information accessible only by participating emergency responders.

C) Current information about contingency planning for potential reduced federal funding (if plans

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include the pursuit of alternative funding, identify specific funding sources).

In the event of a reduced federal funding, TSA's Board of Directors and management team would review current services to evaluate the number of individuals served, the degree of unmet need, and the fiscal investment. This evaluation would result in targeted cuts that may include elimination of program(s) that impact fewer individuals or service needs addressed by other agencies.

TSA currently maintains a fund balance at auditor suggested levels, which allows the agency to smoothly manage program funding changes through participant attrition rather than abrupt action.

The majority of the services authorized by the Older Americans Act available in TSA's PSA 1C are supplemented by state funding because Wayne County does not have a senior millage. TSA will continue to pursue grants and charitable funding from local, regional, and national funders, to further identify other available resources as part of an overall strategy to leverage existing partnerships and those with future potential. Active contribution seeking activities will continue to position the agency to avoid significant service disruption if a reduction in funding occurs. Wait lists for programs and services that may not have been instituted previously may also occur.

D) A description of progress made through advocacy efforts to date and focus of advocacy efforts in FY 2024.

The Senior Alliance (TSA) developed its 2023 Advocacy Platform and advocacy one-pagers on policy and funding issues of high importance for older adults and caregivers: establishing statewide Caregiver Resource Centers, Nutrition programs, Direct Care Worker wage increases, MI Choice Medicaid Waiver Program, and Options Counseling. TSA's advocacy materials were shared with Area Agency on Aging partners statewide to use as a template for their own advocacy efforts. TSA staff has met with every state and federal legislative office representing its region, as well as several county and local elected officials, to share information about TSA and the needs of older adults. Continued advocacy and education on the needs of older adults will continue throughout the year.

TSA anticipates FY 2024 advocacy efforts will include the many of the issues in the 2023 advocacy platform, as well as several policy issues related to MI Choice Medicaid Waiver program (MI Choice). Top concerns related to MI Choice include the MI Choice rate setting process, increasing the \$2,000 MI Choice asset limit, and protecting MI Choice participants and families from Medicaid asset clawback.

E) A brief description of AAA's successes over the past year and any anticipated challenges for FY 2024.

SUCCESSSES

- The Senior Alliance (TSA) launched its online searchable resource directory on www.thesenioralliance.org, which allows the public to search for resources 24 hours per day from a computer or smartphone.
- In advance of the Public Health Emergency (PHE) ending, TSA re-started home visits for Care Management and Case Coordination & Support to develop updated in-home visit protocols for staff.
- The in-house TSA transportation program returned to fully-functional in June 2023, offering rides of last resort to older adults and caregivers five days per week.
- TSA expanded the reach of its Medicare Medicaid Assistance Program (MMAP) through a new community-based model, which has monthly in-person MMAP counseling at sites across the region.
- MMAP strengthened its outreach to the Middle Eastern and North African (MENA) community by working closely with ACCESS to train ACCESS staff as counselors, many of whom offer MMAP counseling in

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Arabic.

- MMAP held a Hispanic Outreach event in April 2023 with bilingual presentation, which helped foster new connections within the Latino/Hispanic community.
- Joy for All Companion Pets were distributed to TSA program participants to combat social isolation .
- The home delivered meals program, administered by Wayne County Senior Services, returned most routes to four-day per week delivery.
- TSA expanded its advocacy strategy to help highlight and prioritize older adult issues in state policy and budget.

CHALLENGES

- TSA and its Purchase of Service (POS) vendors for in-home services need clarification on how Electronic Visit Verification (EVV) will be implemented.
- Recruiting volunteers for five day per week home delivered meals delivery has proven to be a challenge. TSA is working closely with its home delivered meals provider, Wayne County Senior Services, to assist with nutrition program outreach and volunteer recruitment efforts. TSA is actively recruiting a volunteer pool for our other programs such as MMAP, Holiday Meals, etc.

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County/Local Unit of Government Review

COUNTY/LOCAL UNIT OF GOVERNMENT REVIEW

The Area Agency on Aging (AAA) must send a request to the chairperson of each County Board of Commissioners. Notification can be sent via U.S. Mail or by electronic means, with delivery and signature confirmation, no later than June 30, 2023. For a Planning and Service Area (PSA) comprised of a single county or portion of the county, approval of the AIP is to be requested from each local unit of government. If the AAA does not receive a response from the county and/or local unit of government by July 20, 2023, the AIP is deemed passively approved. The AAA must notify their Bureau of Aging, Community Living, and Supports (ACLS Bureau) Field Representative by July 21, 2023, whether their counties and/or local units of government formally approved, passively approved, or disapproved the AIP.

The AAA may use electronic communication, including email and website-based documents, as an option for acquiring local government review and approval of the AIP. To employ this option, the AAA must do the following:

- A.) Send a letter through the U.S. Mail, with delivery and signature confirmation, or an email requiring a response confirming receipt to the chief elected official of each appropriate local government advising them of the availability of the final draft AIP on the AAA's website. Instructions for how to view and print the document must be included.
- B.) Offer to provide a printed copy of the AIP via U.S. Mail, or an electronic copy via email, if requested.
- C.) Be available to discuss the AIP with local government officials, if requested.
- D.) Request email notification from the local unit of government of their approval of the AIP or their related concerns.

Instructions

Describe the AAA's efforts, including use of electronic communication, to distribute the AIP to the appropriate county and/or local units of government to gain support.

TRIBAL NOTIFICATION

The Michigan Department of Health and Human Services (MDHHS) has an established relationship of working directly with the Federally Recognized Sovereign Indian Tribes of Michigan (Tribes). As part of this work, MDHHS recognizes the importance of Tribal notification including consultation of the complete AIP for each AAA within their PSA to encourage and foster collaboration between Title III and Title VI programming as outlined in the Older Americans Act (OAA).

AAAs, please send an official notification of your complete AIP for any Tribe(s) within your PSA for their review and consultation. If there are no Tribes within the PSA, please indicate that in your response and if a Tribe crosses more than one PSA, each AAA is still expected to send their AIP. Notification can be sent via U.S. Mail or by electronic means, with delivery and signature confirmation,

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no later than June 30, 2023. The AAA will notify their ACLS Field Representative by July 21, 2023, of any comments or feedback received from their Tribe(s). If no comments or feedback received, please indicate that in your response.

The AAA may use electronic communication, including email and website-based documents, as an option for Tribe notification and consultation of the AIP. To employ this option, the AAA must do the following:

- A.) Send a letter through the U.S. Mail, with delivery and signature confirmation, or an email requiring a response confirming receipt to the Chairperson of the Tribal Council advising them of the availability of the final draft AIP on the AAA's website. Instructions for how to view and print the document must be included.
- B.) Offer to provide a printed copy of the AIP via U.S. Mail, or an electronic copy via email, if requested.
- C.) Be available to discuss the AIP with Tribal elders and/or Tribal officials, if requested.
- D.) Request email notification from the Tribe of their comments and feedback of the AIP or their related concerns.

Instructions

Describe the AAA's efforts, including use of electronic communication, to distribute the AIP to the appropriate Tribe(s) within your PSA for notification and consultation. Describe any current and future collaborative efforts with Tribe(s) within your PSA. If no collaborative efforts planned, note that in your response.

Local Unit of Government Review

The Senior Alliance (TSA) will inform each chief elected official of the 34 local units of government comprising the Planning & Service Area (PSA) 1C of southern and western Wayne County about the availability of the FY 2024 Annual Implementation Plan (AIP), as approved by the Board of Directors, on TSA's website by Friday, June 22, 2023. This notice will be sent in a letter via the U.S. Mail, with delivery and signature confirmation, and contain information on how to access, view and print the FY 2024 AIP document. This letter will also advise that a printed copy of TSA's FY 2024 AIP can be sent via U.S. Mail, or as an electronic copy via email, if requested. The letter will also note that TSA's Chief Executive Officer and Planning & Advocacy Specialist are available to discuss the FY 2024 AIP, if requested. Email notification from the local unit of government of their approval of the FY 2024 AIP or their related concerns will be requested in the letter, with a due date of Friday, July 20, 2023.

Tribal Notification

There is not a Federally Recognized Sovereign Indian Tribe (Tribe) within PSA 1C. However, TSA will inform American Indian Health and Family Services about the availability of the FY 2024 Annual Implementation Plan (AIP), as approved by the Board of Directors, on TSA's website by Friday, June 22, 2023. This notice will be sent in a letter via the U.S. Mail, with delivery and signature confirmation, and contain information on how to access, view and print the FY 2024 AIP document. This letter will also

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advise that a printed copy of TSA's FY 2024 AIP can be sent via U.S. Mail, or as an electronic copy via email, if requested. The letter will also note that TSA's Chief Executive Officer and Planning & Advocacy Specialist are available to discuss the FY 2024 AIP, if requested. Email notification from American Indian Health and Family Services of their approval of the FY 2024 AIP or their related concerns will be requested in the letter, with a due date of Friday, July 20, 2023.

Other Notifications

Notification of the draft FY 2024 AIP availability will also be sent to TSA's Board of Directors prior to the public hearing on Monday, May 24, 2023. TSA's Board of Directors is partly comprised of individuals appointed by the Conference of Western Wayne (CWW) and the Downriver Community Conference (DCC). The CWW and DCC memberships are constituted of the chief elected officials within PSA 1C.

TSA's Advisory Council and current Community Focal Points will also receive the FY 2024 AIP Public Hearing notice and a link to the draft FY 2024 AIP. The Community Focal Points will be encouraged to share the draft FY 2024 AIP and the public hearing notice within their communities.

TSA will notify our Field Representative, Laura McMurtry, by July 21, 2023, on the status of whether or not the local units of government formally approved or disapproved the FY 2024 AIP. TSA has sent and will continue to send government resolutions on regarding the AIP as they arrive.

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Public Hearings

At least one public hearing on the FY 2024 AIP must be held in the PSA. Hearing(s) must be made accessible to all. Persons need not be present at the hearing(s) to provide testimony. E-mail and written testimony must be accepted for at least a 30-day period beginning when the summary of the AIP is made available.

The AAA must post a notice of the public hearing(s) in a manner that can reasonably be expected to inform the public about the hearing(s). Acceptable posting methods include, but are not limited to: paid notice in at least one newspaper or newsletter with broad circulation throughout the PSA; as well as news sources geared toward communities of color, tribal, Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+), immigrant communities and/or other underrepresented groups; presentation on the AAA's website, along with communication via email and social media referring to the notice; press releases and public service announcements; and a notice to AAA partners, service provider agencies, older adult organizations, and local units of government. See *Operating Standards for AAAs, Section B-2 #3*. The public hearing notice should be available at least 30 days in advance of the scheduled hearing. This notice must indicate the availability of a summary of the AIP at least 14 days prior to the hearing, along with information on how to obtain the summary. All components of the AIP should be available for the public hearing(s).

Instructions

Complete the chart below regarding your public hearing(s). Include the date, time, number of attendees and the location and accessibility of each public hearing. Please scan any written testimony (including emails received) as a PDF and upload on this tab.

In addition, the AAA should also upload into AMPS a copy of your official notice and/or press release(s) for a public hearing. Please describe the strategy/approach employed to encourage public attendance and testimony on the AIP. Describe all methods used to gain public input and any impacts on the AIP. Describe how the AAA factored the accessibility issues of the service population and others in choosing the format of the meeting.

Date	Location	Time	Barrier Free?	No. of Attendees
05/24/2023	Redford Senior Center	01:00 PM	Yes	7
06/01/2023	Flat Rock Senior Center	11:30 AM	Yes	2
06/12/2023	The Senior Alliance - Wayne	10:00 AM	Yes	12

The Senior Alliance (TSA) held three public hearings for the FY 2024 AIP. All three public hearings were in person, at the Redford Senior Center, Flat Rock Senior Center, and at the TSA office in Wayne. The public hearing notice was posted at least 30 days prior in the Detroit Free Press and Arab American News, along with on the TSA website and social media pages. Email and written testimony were

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accepted for at least 30 days from the date when the summary was available, the notices also included the availability of the AIP summary for at least 14 days prior to the hearing.

At the public hearings, TSA staff discussed adding Options Counseling as a new Access service offered by TSA in FY 2024, as well as the FY 2024 program development objective to offer Information and Assistance in the community. There were no comments or questions about the new items in the AIP.

Below are the questions asked and topics discussed by the public at the public hearings:

1. TSA Faith Based Summit
2. MyID Emergency Bracelet program
3. Volunteering with TSA
4. Meals/Nutrition Programs

We encouraged public attendance of our public hearings through our notices, posts on social media, and having the public hearings available on our website. We used email, mail, and verbal discussion to gain input on the AIP. After the hearings we used the input we gained to examine the areas that were addressed by the public and how we could best service those needs.

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Regional Service Definitions

If the AAA is proposing to fund a new (not previously approved in this multi-year planning cycle) service category that is not included in the Operating Standards for Service Programs, then information about the proposed service category must be included in this section.

Instructions

Enter the new regional service name, identify the service category, and fund source, include unit of service, minimum standards and why activities cannot be funded under an existing service definition.

Service Name/Definition

Rationale (Explain why activities cannot be funded under an existing service definition.)

Service Category	Fund Source			Unit of Service
Access	Title III PartB	Title III PartD	Title III PartE	
In-Home	Title VII	State Alternative Care	State Access	
Community	State In-home	State Respite		
	Other _____			

Minimum Standards

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Access Services

Access services may be provided to older adults directly through the AAA without a direct service provision request. These services include Care Transition Coordination & Support; Care Management; Case Coordination and Support; Options Counseling; Disaster Advocacy and Outreach Programs; Information and Assistance; Outreach, with specific attention to outreach with underserved populations, and Merit Award Trust Fund/State Caregiver Support-funded transportation. If the AAA is planning to provide any of the above noted access services directly during FY 2024, complete this section.

Instructions

Select from the list of access services those services the AAA plans to provide directly during FY 2024, and provide the information requested. Specify, in the appropriate text box for each service category, the planned goals and activities that will be undertaken to provide the service.

The Area Plan Grant Budget that is uploaded and saved in AMPS must include each access service to be provided directly in the Direct Service Budget details tab. The funding identified in this tab should correspond to the funding (Federal OAA Title III or VII and state funds) identified in the Area Plan Grant Budget's Support Services Detail tab. The method of provision must be specified in the Service Summary tab.

Care Management

<u>Starting Date</u>	10/01/2023	<u>Ending Date</u>	09/30/2024
Total of Federal Dollars	\$72,381.00	Total of State Dollars	\$503,822.00
Geographic area to be served			
PSA 1C			

Specify the planned goals and activities that will be undertaken to provide the service.

Goal: Provide quality Care Management (CM) services throughout the entire PSA 1C.

ACTIVITIES:

CM clients will receive comprehensive assessment and the desired level of assistance with coordination of services most appropriate to their needs and wishes. Enrollment continues on an ongoing basis.

Program quality will be monitored on an ongoing basis. As necessary, program improvements will be made. Staff training will be identified through quality assurance activities and training will be provided , as needed.

Staff training will be identified through quality activities and training will be provided , as needed

Number of client pre-screenings:	Current Year:	618	Planned Next Year:	800
Number of initial client assessments:	Current Year:	56	Planned Next Year:	180

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Number of initial client care plans:	Current Year:	56	Planned Next Year:	180
Total number of clients (carry over plus new):	Current Year:	461	Planned Next Year:	520
Staff to client ratio (Active and maintenance per Full time care	Current Year:	1:66	Planned Next Year:	1:66

Case Coordination and Support

<u>Starting Date</u>	10/01/2023	<u>Ending Date</u>	09/30/2024
Total of Federal Dollars	\$209,687.00	Total of State Dollars	\$113,632.00
Geographic area to be served			
PSA 1C			

Specify the planned goals and activities that will be undertaken to provide the service.

Goal: Provide quality Case Coordination and Support (CCS) services throughout the entire PSA 1C.

Clients who do not currently need a nursing facility level of service, but are at-risk of needing that level of care; will receive support to prevent or slow a further medical or functional decline.

Program quality will be monitored on an ongoing basis. As necessary, program improvements will be made. Staff training will be identified through quality assurance activities and trainings will be provided , as needed.

Information and Assistance

<u>Starting Date</u>	10/01/2023	<u>Ending Date</u>	09/30/2024
Total of Federal Dollars	\$257,350.00	Total of State Dollars	\$45,614.00
Geographic area to be served			
PSA 1C			

Specify the planned goals and activities that will be undertaken to provide the service.

GOAL: The Senior Alliance (TSA) will provide quality Information and Assistance (I&A) services to the entire PSA 1C through the continued engagement and increased partnerships with community-based organizations, local governments, health care entities, community focal points, and local senior centers to gain relevant and up-to-date information on the needs of the community.

ACTIVITIES:

TSA I&A Department staff will provide up-to-date information to the entire PSA 1C by offering appropriate resources and referrals.

Outreach

<u>Starting Date</u>	10/01/2023	<u>Ending Date</u>	09/30/2024
Total of Federal Dollars	\$161,868.00	Total of State Dollars	
Geographic area to be served			

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PSA 1C

Specify the planned goals and activities that will be undertaken to provide the service.

GOAL: Ensure all areas of the PSA 1C receive information about programs and services available through The Senior Alliance (TSA) and its vendors.

ACTIVITIES:

Information about services for older adults and caregivers will be published and dispersed in a wide variety of formats throughout the PSA 1C.

TSA will maintain an ongoing relationship with community focal points, including senior centers and senior housing complexes within the PSA 1C to effectively distribute information and support community dwelling older adults, caregivers, individuals, and their families.

TSA staff will continue to provide educational presentations, and participate in community health fairs and other outreach events.

Transportation (for MATF only)

<u>Starting Date</u>	10/01/2023	<u>Ending Date</u>	09/30/2024
Total of Federal Dollars	\$135,504.00	Total of State Dollars	\$133,866.00

Geographic area to be served

PSA 1C

Specify the planned goals and activities that will be undertaken to provide the service.

GOAL: Provide The Senior Alliance's (TSA) ride-of-last-resort transportation to medical visits, pharmacies, and governmental offices that clients are otherwise unable to access and/or afford.

ACTIVITIES:

Residents of the PSA 1C will have improved options to access non-emergency medical transportation, housing transitions, benefits application, and enrollment appointments.

In collaboration with the Information and Assistance Department, identify additional community resource options to meet the growing need for transportation services.

Options Counseling

<u>Starting Date</u>	10/01/2023	<u>Ending Date</u>	09/30/2024
Total of Federal Dollars	\$1,000.00	Total of State Dollars	\$0.00

Geographic area to be served

PSA 1C

Specify the planned goals and activities that will be undertaken to provide the service.

GOAL:

The Senior Alliance (TSA) will provide quality and unbiased Options Counseling (OC) services throughout the entire PSA 1C.

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ACTIVITIES:

TSA I&A Department staff will maintain comprehensive and unbiased knowledge of long-term supports and services available within PSA 1C.

TSA I&A Department staff will conduct screening interviews with participants to identify needs and resources.

TSA I&A Department staff will explore long term supports and services resources with participants based on the information gathered during the Options Counseling interview.

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Direct Service Request

This section applies only if the AAA is submitting a new request to provide an in-home, community, or nutrition service directly that was not previously approved in this multi-year planning cycle.

It is expected that in-home, community, and nutrition services will be provided under contracts with community-based service providers, but when appropriate, AAAs can request to provide these services directly. Direct service provision requests must be approved by the Commission on Services to the Aging (CSA). Direct service provision is defined as “providing a service directly to a senior, such as preparing meals, doing chore services, or working with seniors in an adult day setting.” Remember direct service provision by the AAA may be appropriate when, in the judgment of the ACLS Bureau:

- A.) Provision is necessary to ensure an adequate supply.
- B.) The service is directly related to the AAA's administrative functions.
- C.) A service can be provided by the AAA more economically than any available contractor, and with comparable quality.

Instructions

Select the service from the list and enter the information requested pertaining to basis, justification, and public hearing discussion for any new Direct Service Request for FY 2024. Specify in the appropriate text box for each service category the planned goals and activities that will be undertaken to provide the service.

Direct service budget details for FY 2024 are to be included under the Direct Service Budget tab in the Area Plan Grant Budget. The funding identified in this tab should correspond to the funding (Federal OAA Title III or VII and state funds) identified on the Support Services Detail page.

Please skip this section if the AAA is not submitting a new request to provide an in-home, community, or nutrition service directly during FY 2024.

Total of Federal Dollars

Total of State Dollars

Geographic Area Served

Planned goals, objectives, and activities that will be undertaken to provide the service in the appropriate text box for each service category.

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Section 307(a)(8) of the Older Americans Act provides that services will not be provided directly by an Area Agency on Aging unless, in the judgment of the State agency, it is necessary due to one or more of the three provisions described below. Please select the basis for the direct service provision request (more than one may be selected).

(A) Provision of such services by the Area Agency is necessary to assure an adequate supply of such services.

(B) Such services are directly related to the Area Agency's administrative functions.

(C) Such services can be provided more economically and with comparable quality by the Area Agency.

Provide a detailed justification for the direct service provision request. The justification should address pertinent factors that may include: a cost analysis; needs assessment; a description of the area agency's efforts to secure services from an available provider of such services; or a description of the area agency's efforts to develop additional capacity among existing providers of such services. If the service is considered part of administrative activity, describe the rationale and authority for such a determination.

Describe the discussion, if any, at the public hearings related to this request. Include the date of the hearing(s).

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Regional Direct Service Request

This section applies only if the AAA is submitting a new request to provide a regional service directly that was not previously approved in the multi-year planning cycle.

It is expected that regionally defined services, as identified in the category above, will be provided under contract with community-based service providers, but when appropriate, a regional service provision request may be approved by the CSA to be provided directly. The basis for requesting direct provision of a regional direct service by the AAA would be if, in the judgment of ACLS Bureau:

- A.) Provision is necessary to assure an adequate supply.
- B.) The service is directly related to the AAA's administrative functions.
- C.) A service can be provided by the AAA more economically than any available contractor, and with comparable quality.

Instructions

AAAs that have a new request to provide a regional service directly must complete this tab for each service category. Enter the regional service name in the box and click "Add." The regional service name will appear in the dialog box on the left after the screen refreshes. Select the link for the newly added regional direct service and enter the information requested pertaining to basis, justification, and public hearing discussion for any new regional direct service request for FY 2024. Also specify in the appropriate text box for each service category the planned goals and activities that will be undertaken to provide the service.

Regional Direct Service Budget details for FY 2024 are to be included under the appropriate tab in the Area Plan Grant Budget. The funding identified in this tab should correspond to the funding (Federal OAA Title III or VII and state funds) identified in the Area Plan Grant Budget, Support Services Detail page.

Total of Federal Dollars

Total of State Dollars

Geographic Area Served

Planned goals and activities that will be undertaken to provide the service in the appropriate text box for each service category.

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Section 307(a)(8) of the Older Americans Act provides that services will not be provided directly by an Area Agency on Aging unless, in the judgment of the State agency, it is necessary due to one or more of the three provisions described below. Please select the basis for the direct service provision request (more than one may be selected).

- (A) Provision of such services by the Area Agency is necessary to assure an adequate supply of such services.
- (B) Such services are directly related to the Area Agency's administrative functions.
- (C) Such services can be provided more economically and with comparable quality by the Area Agency.

Provide a detailed justification for the direct service provision request. The justification should address pertinent factors that may include: a cost analysis; needs assessment; a description of the area agency's efforts to secure services from an available provider of such services; or a description of the area agency's efforts to develop additional capacity among existing providers of such services. If the service is considered part of administrative activity, describe the rationale and authority for such a determination.

Describe the discussion, if any, at the public hearings related to this request. Include the date of the hearing(s).

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Approved MYP Program Development Objectives

Program development goals and objectives previously set by the AAA and approved by the CSA in this multi-year planning cycle are included as read-only. For each of these established program development objectives, a text box is included for the AAA to provide information on progress toward the objectives to date. This text box is editable.

Instructions

Please provide information on progress to date for each established objective under the section tab entitled "Progress."

For the Diversity, Equity, and Inclusion (DEI), the ACLS Bureau Operating Standards for AAAs have long required that preference be given to serving older persons in greatest social or economic need with particular attention to low-income minority elderly.

Please refer to Operating Standards for AAAs sections C-2 and C-4 along with the Document Library for the ACLS Bureau training completed on Embedding Diversity, Equity & Inclusion (DEI) within Aging Services across Michigan for the MYP 2023-2025 Cycle.

Within the progress tab, ensure to address, at a minimum, the below DEI Program Development Objectives that correlate to the MYP DEI Goal:

Improve the Accessibility of Services to Michigan's Communities and People of Color, Immigrants and LGBTQ+ Individuals.

Objective 1- Increase services provided to Black, Indigenous (tribal) and People of Color (BIPOC) and LGBTQ+ seniors served in your region. ***Please include how the AAA is measuring this progress including how you will ensure that programming and outreach is culturally sensitive and welcoming to all.***

Objective 2- Increase the number of AAA staff, providers, caregivers, and volunteers trained in implicit bias, cultural competencies, and root causes of racism. ***Please include a brief description of how the AAA tracks to ensure the number of individuals trained has increased.***

Objective 3- Increase availability of linguistic translation services and communications based on the cultural needs in the region in which you serve. ***Please include the top 3 requested linguistic translation services for your PSA. How does the AAA ensure that linguistic translation services are meeting the needs of the older adults within their PSA?***

See Document Library for training PPT and recording of ACLS DEI training completed for the 2023-2025 MYP Cycle.

Area Agency on Aging Goal

A. Advocate, inform, and empower those we serve

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Objectives

1. Serve as an information resource for elected officials on programs and services that impact the lives of older adults and their caregivers.

Timeline: 10/01/2022 to 09/30/2025

Progress

TSA staff met with all federal and state elected officials representing the residents of Planning and Service Area (PSA) 1C at least once to educate them and their staff on the needs of older adults and caregivers, as well as the impact of the programs and services delivered by TSA.

TSA staff shares information and resources with elected officials for constituents and regularly is a resource to help with constituent issues and resource needs.

To effectively communicate needs of older adults and caregivers, TSA staff developed concise and informative one-pagers on key policy and budget issues that impact older adults and caregivers. TSA staff met with state legislators to inform them on the potential impact of proposed appropriations and legislation on the lives of older adults and caregivers.

2. Advocate on behalf of older adults for increased appropriations and policy changes for community-based in-home services.

Timeline: 10/01/2022 to 09/30/2025

Progress

TSA staff met with all federal and state elected officials representing the residents of PSA 1C at least once to share details about operating home and community-based services (HCBS) and long-term services and supports (LTSS). TSA staff shared information about operating Care Management, MI Choice Waiver, MI Health Link programs, including program impacts and opportunities for program enhancements. TSA staff met with all federal and state elected officials representing the residents of PSA 1C at least once to advocate for increased appropriations and policy changes that align with Silver Key Coalition, 4AM, and USAging recommendations.

3. Advocate on behalf of older adults for increased appropriations and policy changes for nutritional services.

Timeline: 10/01/2022 to 09/30/2025

Progress

TSA staff met with all federal and state elected officials representing the residents of PSA 1C at least once to share details on the impact nutrition programs, such as home delivered meals and congregate meals, on the lives of older adults and caregivers. TSA staff met with all federal and state elected officials representing the residents of PSA 1C at least once to advocate for increased appropriations and policy changes that align with Silver Key Coalition, 4AM, and USAging recommendations.

4. Inform and empower older adults, caregivers and stakeholders on issues impacting the lives of older adults in PSA 1C.

Timeline: 10/01/2022 to 09/30/2025

Progress

The Senior Alliance (TSA) 2023 Advocacy Platform was adopted by the TSA Board of Directors in February 2023. The Advocacy Platform identifies policy issues of importance to older adults along with TSA's position

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on policy and appropriation topics. TSA staff provides advocacy updates to the Board of Directors at all meetings through informational oral and/or written updates.

TSA's advocacy e-newsletter, Colloquy, is published monthly via email. Colloquy includes timely advocacy and policy information, updates on legislative action, and how to contact elected officials about policy topics related to older adults and caregivers. Action alerts are issued by email as topics arise. Recent action alerts have been issued on the HB 4001 Retirement Tax Elimination bill and the public comment periods for a new Federal reporting category for Middle Eastern and North African (MENA) individuals.

Inside The Senior Alliance is TSA's monthly podcast that has an advocacy focus. Episodes include conversations about federal and state policy, interviews with elected officials, interviews with advocates across the state, and interviews with state and federal policy influencers and advocates.

B. Help older adults maintain their health and independence at home and in their community.

Objectives

1. Develop new data-driven procedures and report utilization to increase appropriate, specific interventions.
Timeline: 10/01/2022 to 09/30/2025

Progress

Program participant Satisfaction Survey is sent bi-annually to Care Management and Case Coordination & Support (CM/CCS) program participants. CM/CCS staff are regularly trained on TCARE and have reviewed the Respite and PERS service standards to ensure proper utilization of services. Quality improvement reports were run in April and will be reviewed with staff in Quarter 3.

Q1: TCARE is an ongoing agenda item. The Respite service standard was reviewed in October 2022

Q2: Personal Emergency Response (PERS) service standard was reviewed January 2023

Q3: Staff reviewed Care Management and Case Coordination and Support (CM/CCS) cases that have PERS to ensure proper utilization of the service.

2. Provide and install bathroom safety equipment for Care Management program participants to reduce fall risk, as funding is available.

Timeline: 10/01/2022 to 09/30/2025

Progress

Q1: Continued to install grab bars, handheld shower heads and order shower chairs, and shower benches.

Q2: Continued to install grab bars, handheld shower heads and order

Q1. Open up availability for bathroom safety equipment to the entire service area

Q2: Bathroom safety equipment is available for the entire service area

Continued ability to order shower chairs and benches directly through Durable Medical Equipment (DME) vendors and have them shipped to participants. Grab Bar home modifications are provided by municipality.

PERS Inservice Date completed in November of 2022.

Q2 Continue to provide PERS with fall detection

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C. Promote elder and vulnerable adult rights and justice.

Objectives

1. Provide information and education to older adults, caregivers and stakeholders to raise awareness about elder abuse

Timeline: 10/01/2022 to 09/30/2025

Progress

TSA will be a sponsor and exhibitor at the Elder Abuse Has No Borders Conference at Madonna University with Community Partners from CCRC in June 2023. Ongoing Long-Term Care Ombudsman referrals to/from Adult Protective Services (APS), Lakeshore Legal Aid, Neighborhood Legal Services, MDHHS, and more are occurring. MLTCOP resources are shared at TSA outreach activities and MMAP community outreach events.

2. The Long Term Care Ombudsman will work to increase coordinated and collaborative approaches to assisting older adults and their caregivers understand long-term care.

Timeline: 10/01/2022 to 09/30/2025

Progress

Long-Term Care Ombudsman (LTCO) provides education on residents rights with residents and family members by means of verbal communications, web resources, Michigan Long-Term Care Ombudsman Program (MLTCOP) fact sheets. LTCO meets in-person with resident and/or family members during care conferences and discharge meetings. LTCO attends care conference, service plan meetings, involuntary discharge meetings and discharge meeting with residents, IDT and/or family members.

LTCO utilizes tools such as regulations, fact sheets and Medicaid and Medicare resources to educate and advocate for request needs. LTCO educates and refers residents, staff and family members to MMAP, CVLAP legal services, and MPRO processes. LTCO educates, refers and distributes State of Michigan Licensing and Regulatory Affairs (LARA) and Attorney General's Office complaint process and contact information. LTCO also completes case work with all of the above entities.

3. Advocate at the state and federal levels for the rights of older adults.

Timeline: 10/01/2022 to 09/30/2025

Progress

The Senior Alliance (TSA) 2023 Advocacy Platform was adopted by the TSA Board of Directors in February 2023. The Advocacy Platform identifies policy issues of importance to older adults along with TSA's position on policy and appropriation topics, including stronger protections against elder abuse and increased appropriations for Long-Term Care Ombudsman program.

TSA's advocacy e-newsletter, Colloquy, is published monthly via email. Colloquy includes timely advocacy and policy information, including issues related to elder abuse and Long-Term Care Ombudsman.

D. Conduct responsible quality management and coordination of the vendor network in PSA 1C.

Objectives

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1. Secure a reliable and substantial network of vendors that are compliant with the ACLS Bureau, MDHHS, and TSA standards, while ensuring all participants are receiving services.

Timeline: 10/01/2022 to 09/30/2025

Progress

TSA has multiple vendor applications that are currently being reviewed. One new private duty nursing vendor and one new residential setting have been added to the vendor network since the beginning of FY 2023. TSA audits began in February and are currently ongoing for FY 2023.

2. identify any compliance issues that vendors may have as quickly as possible.

Timeline: 10/01/2022 to 09/30/2025

Progress

TSA audits are currently ongoing for FY 2023. Vendor complaints are regularly being reviewed, with trends being reviewed in quarterly meetings. TSA is continuously following up with Vendors when their insurance and/or licenses expire. State of Michigan Licensing and Regulatory Affairs (LARA) checks for licensure status will be conducted over the summer.

E. Improve the Accessibility of Services to Michigan's Communities and People of Color, Immigrants and LGBTQ+ Individuals.

Objectives

1. Increase resource access for BIPOC and LGBTQ+ older adults in PSA 1C.

Timeline: 10/01/2022 to 09/30/2025

Progress

All resources included in TSA online resource directory are asked if they are LGBTQ+ affirming. LGBTQ+ affirming organizations are identified as such in the resource directory for easy identification by the public.

TSA is translating six rack cards and its Service Resource Guide into Spanish and Arabic to ensure wider outreach to non-English proficient older adults and caregivers. Ongoing outreach is being conducted to increase and expand partnerships with organizations serving Arab American, Hispanic/Latino, LGBTQ+, and BIPOC older adults.

2. Increase the number of AAA staff, contracted providers, and caregivers trained in implicit bias, cultural competencies and root causes.

Timeline: 10/01/2022 to 09/30/2025

Progress

Two Implicit Bias trainings were issued to all current employees took two implicit bias trainings and will be required of all new staff.

Arab American National Museum provided a presentation to all TSA employees at the October 2022 All Staff meeting. The training discussed the history and culture of Arab Americans. The May 2023 All Staff meeting includes a presentation on Hispanic and Latino culture and history. The Arab American and Hispanic/Latino presentations are provided for all staff and identify ways to better serve program participants and the public through a lens of cultural sensitivity and understanding.

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Additional trainings on cultural competencies and root causes of racism are being identified for TSA employees, contractors and vendors, and caregivers. TSA anticipates additional trainings will be launched in Summer 2023.

3. Provide linguistic translation services and communication based on cultural needs with PSA 1C.
Timeline: 10/01/2022 to 09/30/2025

Progress

Information and Assistance (I&A) maintains resources for linguistic translation on an as needed basis.

Long-Term Care Ombudsman Program (LTCO) utilizes Michigan Long-Term Care Ombudsman Program (MLTCOP) translated resources which has materials available in Arabic, Spanish and Mandarin. LTCO collaborates with LTCO in another region for translation needs.

Medicare Medicaid Assistance Program (MMAP) has at least five MMAP resources translated and available in Spanish, Arabic, and Chinese.

TSA translated six rack cards and its Service Resource Guide into Arabic and Spanish.

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2024 Program Development Objectives

FY 2024 AIP PROGRAM DEVELOPMENT OBJECTIVES

Please provide information for any new program development goals and objectives that are proposed by the AAA during FY 2024.

Instructions

The AAA must enter each new program development goal in the appropriate text box. It is acceptable, though not required, if some of the AAA's program development goals correspond to ACLS Bureau's State Plan Goals. There is an entry box to identify which, if any, State Plan Goals correlate with the entered goal.

A narrative for each program development goal should be entered in the appropriate text box. Enter objectives related to each program development goal in the appropriate text box. Complete the information in the text boxes for the timeline, planned activities and expected outcomes for each objective (see Document Library for additional instructions on completing the Program Development section).

Area Agency on Aging Goal

A. Improve the Accessibility of Services to Michigan's Communities and People of Color, Immigrants and LGBTQ+ Individuals.

State Goal Match: 5

Narrative

The 2020 United States Census identified 28.61% of PSA 1C's population was comprised of minorities. The African American population accounted for 14.66% of the overall population.

The Senior Alliance (TSA) will work with key organizations, our vendor network, staff, Board of Directors, Advisory Council and other stakeholders to engage voices from Black, Indiginous, People of Color (BIPOC), individuals with limited English proficiency and Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) older adults. The inclusion of perspectives from all parts of our PSAs in our assessment of needs and decision-making processes is a goal our agency will continue to pursue. Internally, TSA will establish a Diversity, Equity and Inclusion (DEI) Team to aid in the development of outreach strategies, education and trainings.

Objectives

1. Provide community-based Information and Assistance to ensure equitable access to and awareness of available resources.

Timeline: 10/01/2024 to 09/30/2025

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Activities

1. TSA staff will identify communities, based on geographic and demographic data available from the U.S. Census Bureau and NAPIS, in which Information and Assistance services are not equitably provided.
2. TSA staff will schedule regularly occurring in-person community-based Information and Assistance at local senior and community centers in targeted communities that coincide with MMAP community-based counseling.
3. TSA staff will inform the public of the community-based Information and Assistance schedule through online and in-person outreach.

Expected Outcome

Increased awareness and utilization of resources, programs, and services for older adults and caregivers, especially among immigrants, LGBTQ+, and BIPOC people.

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Supplemental Documents

Document A: Policy Board Membership (Required).

Document B: Advisory Council Membership (Required).

SUPPLEMENTAL DOCUMENTS FOR SPECIAL APPROVAL

Select the supplemental document(s) from the list below only if applicable to the AAA's FY 2024 AIP.

Provide all requested information for each selected document. Note that older versions of these documents will not be accepted and should not be uploaded as separate documents.

Document C: Proposal Selection Criteria - should only be completed if there are new or changed criteria for selecting providers (only if applicable).

Document D: Cash-In-Lieu-Of-Commodity Agreement (only if applicable).

Document E: Waiver of Minimum Percentage of a Priority Service Category (only if applicable).

Document F: Request to Transfer Funds (only if applicable).

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The Senior Alliance, Inc.

FY 2024

SUPPLEMENTAL DOCUMENT A
Board of Directors Membership

	Asian/Pacific Islander	African American	Native American/ Alaskan	Hispanic Origin	Persons with Disabilities	Female	Total Membership
Membership Demographics	1	3	0	0	1	7	13
Aged 60 and Over	1	1	0	0	0	3	7

Board Member Name	Geographic Area	Affiliation	Membership Status
Kathleen McIntyre	Livonia		Elected Official
Roger L. Myers	Canton		Appointed
Dr. Syed S. Taj, M.D.	Canton		Community Representative
Dr. William C. Jackson	Van Buren Township		Appointed
Dr. Tom Jankowski	Canton		Appointed
David Ippel	Dearborn Heights		Appointed
Ayana King	Wyandotte		Community Representative
Dr. Denise Brothers	Livonia		Appointed
Susan Rowe	Wayne		Community Representative
Dr. Kristine Ajrouch	Northville		Appointed
Robin Bennett	Canton		Appointed
Edward King	Redford		Appointed
Rosemarie Shim	Canton		Appointed

STATE OF MICHIGAN
Michigan Department of Health & Human Services
BUREAU OF AGING, COMMUNITY LIVING, AND SUPPORTS
FY2023-2025 Multi Year Plan

The Senior Alliance, Inc.

FY 2024

SUPPLEMENTAL DOCUMENT B
Advisory Board Membership

	Asian/ Pacific Islander	African American	Native American/ Alaskan	Hispanic Origin	Persons with Disabilities	Female	Total Membership
Membership Demographics	0	2	0	0	1	12	17
Aged 60 and Over	0	1	0	0	1	8	11

Board Member Name	Geographic Area	Affiliation
Susan Rowe	Wayne	
Joan Siavrakas	Wayne	Wayne County Senior Services
Ann Andrews	Plymouth	National Kidney Foundation of Michigan
Jean Barnas	Livonia	Alzheimer's Association
Jack Bird	Canton	MMAP Volunteer
Sandy Bonavero	Westland	
Marti Coplai	Livonia	Angela Hospice
Michael Harris	Westland	Paralyzed Veterans of America
Thomas J. Jankowski	Westland	
Carolyn Marengere	Southgate	
Christine Meath	Canton	
Dianne Neihengen	Canton	
Amne Darwish Talab	Dearborn	ACCESS
Cathy Fuestnau	Canton	PACE Southeast Michigan
Maureen Travalini	Northville	
Anne Duncan	Van Buren Twp	Senior Center Director
Tim Cokley	Westland	

STATE OF MICHIGAN
Michigan Department of Health & Human Services
BUREAU OF AGING, COMMUNITY LIVING, AND SUPPORTS
FY2023-2025 Multi Year Plan

The Senior Alliance, Inc.

FY 2024

SUPPLEMENTAL DOCUMENT C

Proposal Selection Criteria

Date criteria approved by Area Agency on Aging Board:	06/22/2023
Outline new or changed criteria that will be used to select providers: N/A	

STATE OF MICHIGAN
Michigan Department of Health & Human Services
BUREAU OF AGING, COMMUNITY LIVING, AND SUPPORTS
FY2023-2025 Multi Year Plan

The Senior Alliance, Inc.

FY 2024

SUPPLEMENTAL DOCUMENT D

**Agreement for Receipt of Supplemental Cash-In-Lieu of Commodity Payments for the
Nutrition Program for the Elderly**

The above identified agency, (hereinafter referred to as the GRANTEE), under contract with the Aging and Adult Services Agency (AASA), affirms that its contractor(s) have secured local funding for additional meals for senior citizens which is not included in the current fiscal year (see above) application and contract as approved by the GRANTEE.

Estimated number of meals these funds will be used to produce is:

616,815

These meals are administered by the contractor(s) as part of the Nutrition Program for the Elderly, and the meals served are in compliance with all State and Federal requirements applicable to Title III, Part C of the Older Americans Act of 1965, as amended.

Therefore, the GRANTEE agrees to report monthly on a separate AASA Financial Status Report the number of meals served utilizing the local funds, and in consideration of these meals will receive separate reimbursement at the authorized per meal level cash-in-lieu of United States Department of Agriculture commodities, to the extent that these funds are available to AASA.

The GRANTEE also affirms that the cash-in-lieu reimbursement will be used exclusively to purchase domestic agricultural products, and will provide separate accounting for receipt of these funds.

ACCESS AND SERVICE COORDINATION CONTINUUM

It is essential that each PSA have an effective access and service coordination continuum. This helps participants to get the right service mix and maximizes the use of limited public funding to serve as many persons as possible in a quality way.

Instructions

The Access and Service Coordination Continuum is found in the Documents Library as a fillable pdf file. (A completed sample is also accessible there). Please enter specific information in each of the boxes below that describes the range of access and service coordination programs in the area agency PSA.

	Level 1	Level 2	Level 3	Level 4	Level 5
	<i>Least Intensive</i>				<i>Most Intensive</i>
Program	Information & Assistance	Options Counseling	Case Coordination and Support	Care Management/Targeted Case Management	Care Management
Participants	All persons inquiring about general information, services and resources for those over the age of 60.	All persons needing information and guidance with Long-Term Care Options Counseling.	Individuals eligible (per MSA guidelines and standards) for on-going in-home services or respite who do not meet Nursing Facility Level of Care.	Individuals that meet the Nursing Facility Level of Care and are eligible (per MSA guidelines and standards) for ongoing in home or respite services.	
What Is Provided?	* Basic aging-related community information for callers. * Address needs of callers by offering immediate resources and service assistance. * Review community services and resources for persons in need of assistance while they are on waitlist.	* Provide information on Long-Term Care options, including consultation/planning. * Address needs of callers by offering immediate resources and service assistance. * Empower individuals/families to make informed decisions on individualized Long-Term Care needs.	* Completion of full COMPASS IHC assessment. * Development of person-centered plan for services. * Use of service authorizations and cost share to provide minimum levels of home and community-based services. * Reassessments conducted every three to six months dependent on services received.	* Completion of full COMPASS IHC assessment. * Development of person-centered plan for services. * Use of service authorizations and cost share to provide extended home and community-based services. (Qualify for services above minimum level). * Reassessments conducted in-home every 3 to 6 months dependent on services received. * TCM Nurses make monthly monitoring visits as necessary.	
Where is the service provided?	Phone	Phone	In-home	In-home	

EVIDENCE-BASED PROGRAMS PLANNED FOR FY 2024

Funded Under Disease Prevention Health Promotion Service Definition

Provide the information requested below for Evidence-Based Programs (EBDP) to be funded under Title III-D.

Title III-D funds can only be used on health promotion programs that meet the highest-level criteria as determined by the Administration for Community Living (ACL) Administration on Aging (AoA). Please see the "List of Approved EBDP Programs for Title III-D Funds" in the Document Library. Only programs from this list will be approved for FY 2024. If funding has been allocated as a single amount for all Title III-D programs for a provider, enter on first line under "Funding Amount for This Service".

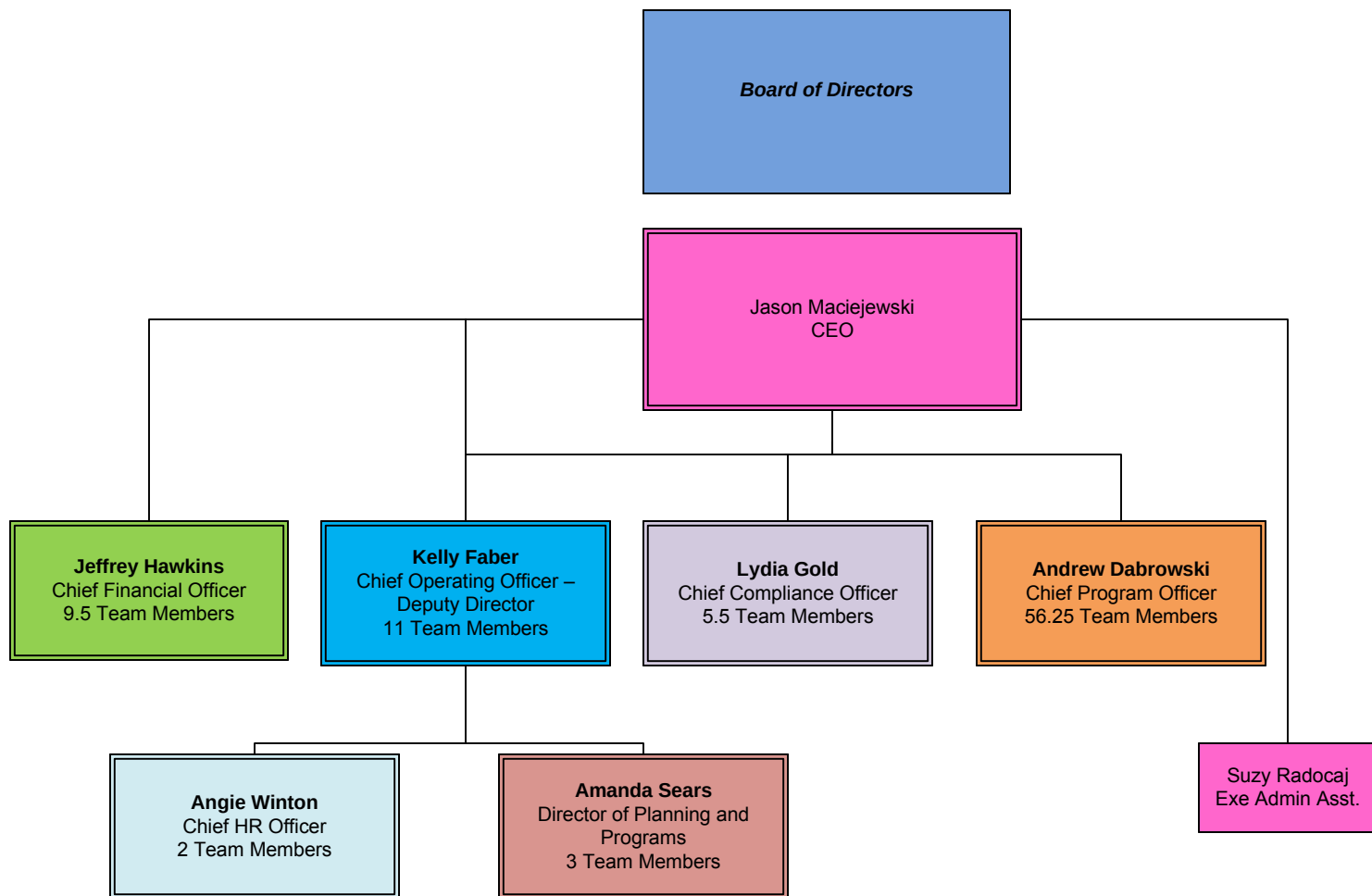
Program Name	Provider Name	Funding Amount for Service
<i>Example</i> Arthritis Exercise Program	<i>Example: List each provider offering programs on a single line as shown below.</i> 1) Forest City Senior League Program 2) Grove Township Senior Services 3) Friendly Avenue Services	<i>Example:</i> Funding total for all providers \$14,000
Tai Chi for Arthritis	1) Redford Township Senior Center 2) Garden City - Maplewood Senior Center 3) Van Buren Township Senior Center	\$7,812
Arthritis Foundation Exercise	1) Garden City - Maplewood Senior Center 2) Van Buren Township Senior Center 3) Sumpter Township Senior Center	\$7,940
Enhance Fitness	1) National Kidney Foundation of Michigan	\$6,369
Diabetes Prevention Program	1) Beaumont Health System	\$16,128
Personal Action Towards Health	1) National Kidney Foundation of Michigan	\$20,600
Matter of Balance	1) National Kidney Foundation of Michigan	\$9,865

EMERGENCY MANAGEMENT AND PREPAREDNESS

Minimum Elements for Area Agencies on Aging FY 2024 Annual Implementation Plan

After each general and nutrition minimum element for emergency preparedness, provide a brief description regarding how the AAA Emergency Preparedness Plan for FY 2024 will address the element.

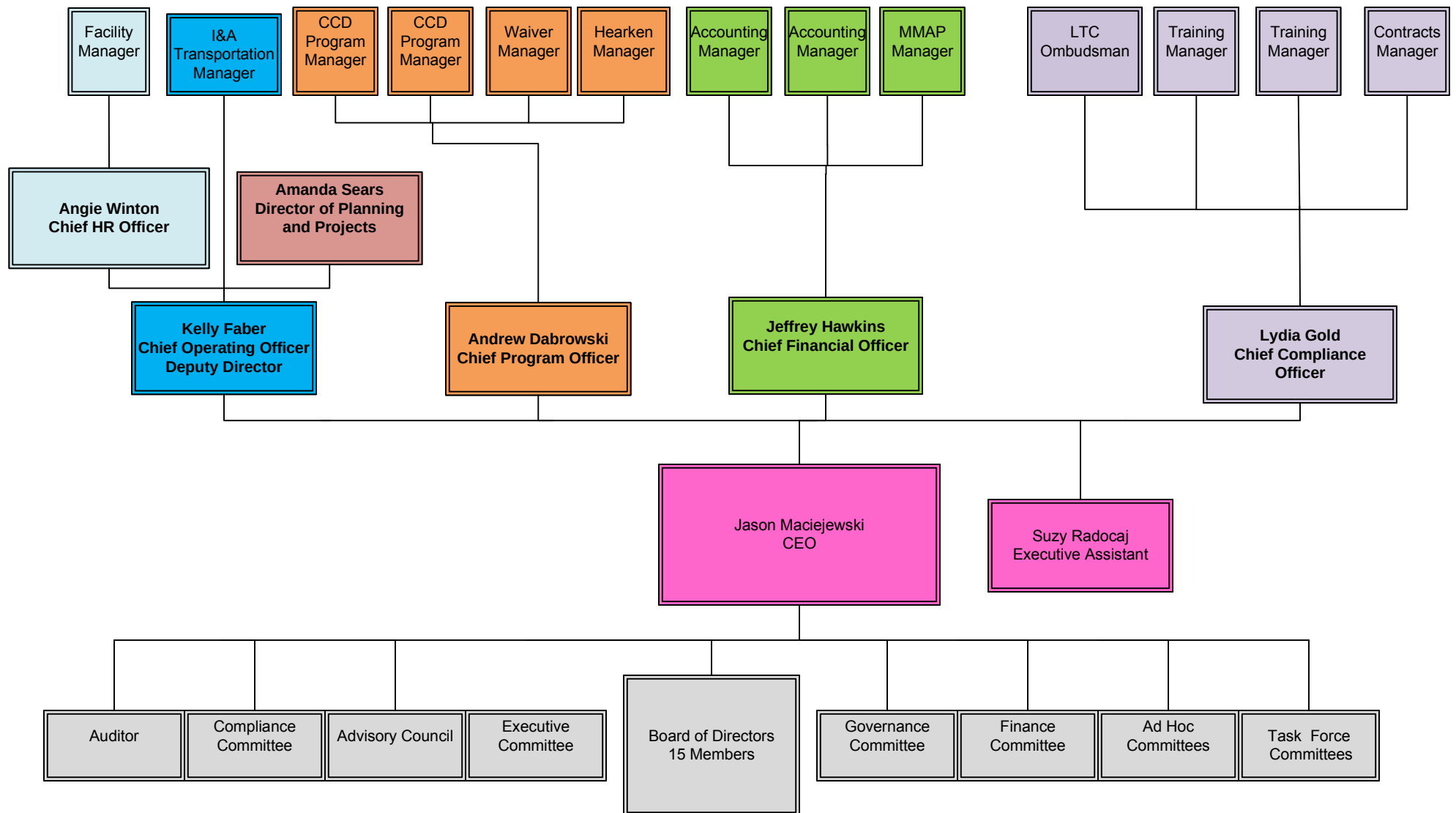
Area Agency on Aging The Senior Alliance AAA
A. General Emergency Preparedness Minimum Elements (required by the Older American's Act).
1. Does your agency have an Emergency Preparedness Plan? If so when was the latest update and was it sent ACLS? If not, please sent to albrecht@michigan.gov We follow Wayne County's set guidelines for all local, state, or federal emergency situations.
2. Does your agency work with local emergency management? If yes please provide a brief description of how you are working with them. If no Why. In the event of a federal, state or local emergency, The Senior Alliance will work with our local Community Focal Points to identify any older adults who have been affected to provide available resources as appropriate. For older adults currently enrolled in a program/service that TSA directly provides, department specific policies outline communication procedures and provide reporting guidance for weather related and/or other emergency disaster relief management. Focus would be given to nutrition program, care management and MI Choice Waiver participants.
3. ACLS does have expectations during a State or locally declared emergency/disaster to have staff person (the area agency director or their designee) available for communication with ACLS staff to provide real time information about service continuity (status of aging network service provider's ability to provide services). Please provide ACLS with any updated contact information on staff listed as emergency contact. Including drills. The Senior Alliance's Chief Operating Officer serves as the MSA communications liaison in the event of an actual federal, state or locally declared emergency. Our COO will then notify staff and our IT team, Red Level.
4. Being able to provide information about the number and location of vulnerable older persons receiving services from the area agency. To identify clients at highest risk and in need of support in the event of a federal, state or local emergency, The Senior Alliance utilizes NAPIS enrollment and Compass reports.
5. What barriers have you had with emergency/disaster drills or with man-made or natural disaster such as flooding, pandemic, flu, and extreme weather? What can ACLS do to assist the AAAs with emergency/disasters? Can include funding, communication issues and PPE for example. At the beginning of the pandemic, we couldn't access PPE in a timely manner. Funding for flooding emergencies and assisting with cleanup from floods. Funding for temporary housing. Funding for home damage repairs.



CEO Head Count 6	FTE 90	Vacant: 2 FTE 2 PTE	Vacant: 2 PT Drivers 1 Caseworker 1 Government Relations Assistant Driver and 1 Support Specialist added January 2023 ARPA
Total 93.25	PTE 6	Starting:	
Expected Total 96.25		Updated 6.13.23	

The Senior Alliance Organizational Chart

Older Persons, Persons with Disabilities, Caregivers, and Their Families



FY 2024 AREA PLAN GRANT BUDGET

Rev. 5/23/23

Agency: The Senior Alliance

Budget Period: 10/01/23 to 09/29/24

PSA: 1C

Date: 06/21/23

Rev. No.: 0 Page 1 of 3

SERVICES SUMMARY

FUND SOURCE	SUPPORTIVE SERVICES	NUTRITION SERVICES	TOTAL
1. Federal Title III-B Services	949,964		949,964
2. Fed. Title III-C1 (Congregate)		403,733	403,733
3. State Congregate Nutrition		20,845	20,845
4. Federal Title III-C2 (HDM)		1,701,021	1,701,021
5. State Home Delivered Meals		1,034,201	1,034,201
8. Fed. Title III-D (Prev. Health)	72,296		72,296
9. Federal Title III-E (NFCSP)	449,033		449,033
10. Federal Title VII-A	11,792		11,792
10. Federal Title VII-EAP	14,140		14,140
11. State Access	62,220		62,220
12. State In-Home	1,521,219		1,521,219
13. State Alternative Care	243,263		243,263
14. State Care Management	503,822		503,822
15. St. ANS	97,026		97,026
16. St. Nursing Home Ombs (NHO)	38,661		38,661
17. Local Match			
a. Cash	-	-	-
b. In-Kind	443,118	619,744	1,062,862
18. State Respite Care (Escheat)	136,642		136,642
19. MATF	260,225		260,225
19. St. CG Support	35,282		35,282
20. TCM/Medicaid & MSO	16,037		16,037
21. NSIP		595,629	595,629
22. Program Income	6,000	-	6,000
TOTAL:	4,860,740	4,375,173	9,235,913

BGP Allocation Amount 8,659,408

ADMINISTRATION

Revenues		Local Cash	Local In-Kind	Total
Federal Administration	397,339	63,164	-	460,503
State Administration	69,283			69,283
MATF Administration	25,735	-	-	25,735
St. CG Support Administration	-	-	-	-
Other Admin	-			-
Total AIP Admin:	492,357	63,164	-	555,521

Expenditures

	FTEs	
1. Salaries/Wages	5.00	300,000
2. Fringe Benefits		96,000
3. Office Operations		159,521
Total:		555,521

Cash Match Detail

Source	Amount
1. Federal Admin	63,164
2. Federal Admin	-
3. Federal Admin	-
MATFF Administration Match	-
St CG Support Match	-
	-
	-
Total:	63,164

In-Kind Match Detail

Source	Amount
1. Federal Admin	
2. Federal Admin	-
3. Federal Admin	-
MATF Administration Match	-
St CG Support Match	-
	-
	-
Total:	-

I certify that I am authorized to sign on behalf of the Area Agency on Aging. This budget represents necessary costs for implementation of the Area Plan. Adequate documentation and records will be maintained to support required program expenditures.

Signature 

Chief Financial Officer
Title

06/21/23
Date

Planned Services Summary Page for FY 2024			PSA: 1C		
Service	Budgeted Funds	Percent of the Total	Method of Provision		
			Purchased	Contract	Direct
ACCESS SERVICES					
Care Management	\$ 645,226	6.97%			X
Case Coordination & Support	\$ 398,012	4.30%			X
Disaster Advocacy & Outreach Program	\$ -	0.00%			
Information & Assistance	\$ 336,627	3.63%			X
Outreach	\$ 179,854	1.94%			X
Transportation	\$ 300,300	3.24%		X	X
Option Counseling	\$ 1,112	0.01%			X
Care TransitionCorrdination and Support	\$ -	0.00%			
IN-HOME SERVICES					
Chore	\$ 1,112	0.01%	X		
Home Care Assistance	\$ -	0.00%			
Home Injury Control	\$ 1,112	0.01%	X		
Homemaking	\$ 851,282	9.19%	X		
Home Delivered Meals	\$ 3,846,800	41.53%		X	
Home Health Aide	\$ -	0.00%			
Medication Management	\$ 42,090	0.45%			X
Personal Care	\$ 740,480	8.00%	X		
Personal Emergency Response System	\$ 127,778	1.38%	X		
Respite Care	\$ 389,276	4.20%	X		
Friendly Reassurance	\$ 22,223	0.24%			X
COMMUNITY SERVICES					
Adult Day Services	\$ 179,602	1.94%		X	
Congregate Meals	\$ 528,373	5.70%		X	
Nutrition Counseling	\$ -	0.00%			
Nutrition Education	\$ -	0.00%			
Disease Prevention/Health Promotion	\$ 80,329	0.87%		X	
Health Screening	\$ -	0.00%			
Assistance to the Hearing Impaired & Deaf	\$ -	0.00%			
Home Repair	\$ -	0.00%			
Legal Assistance	\$ 110,920	1.20%		X	
Long Term Care Ombudsman/Advocacy	\$ 88,415	0.95%			X
Senior Center Operations	\$ -	0.00%			
Senior Center Staffing	\$ 72,173	0.78%		X	
Vision Services	\$ -	0.00%			
Programs for Prevention of Elder Abuse,	\$ 15,712	0.17%		X	
Counseling Services	\$ -	0.00%			
Carry-Out Meal (COM)	\$ -	0.00%			
Caregiver Supplemental Services	\$ 1,112	0.01%	X		
Kinship Support Services	\$ 24,947	0.27%		X	
Caregiver Education, Support, & Training	\$ 33,334	0.36%		X	
AAA RD/Nutritionist	\$ -	0.00%			
PROGRAM DEVELOPMENT	\$ 211,043	2.28%			X
REGION-SPECIFIC					
GAP Filling	\$ 3,334	0.04%			X
Hearken	\$ 1,112	0.01%			X
Enhanced Adult Day Care	\$ 2,223	0.02%	X		
d.	\$ -	0.00%			
CLP/ADRC SERVICES	\$ -	0.00%			
SUBTOTAL SERVICES	\$ 9,235,913				
MATF & ST CG ADMINISTRATION	\$ 25,735	0.28%			X
TOTAL PERCENT		100.00%	22.83%	55.78%	21.38%
TOTAL FUNDING	\$ 9,261,648		\$ 2,114,375	\$ 5,166,672	\$ 1,980,601

Note: Rounding variances may occur between the Budgeted Funds column total and the Total Funding under the Method of Provision columns due to percentages in the formula. Rounding variances of + or (-) \$1 are not considered material.



LETTER TO THE LIVONIA CITY COUNCIL

4.

Parks and Recreation July 5, 2023

MEETING DATE

July 24, 2023 Study

PREPARED BY

Ann Cox, Program Supervisor,

AGENDA ITEM

AWARD OF BID: Department of Parks and Recreation, re: to replace the waterslide bolts on the indoor waterslide at the Kirksey Recreation Center, from budgeted funds.

BACKGROUND DETAILS

The Department of Parks and Recreation is undertaking a project during the shutdown week of 2023, Aug. 28 – Sept. 1 to replace the waterslide bolts on the indoor waterslide at the Kirksey Recreation Center. This project was determined in need after the state's annual inspection. We were told the bolts need to be replaced by our next annual inspection in 2023.

A bid package was posted to MITN on May 15, 2023, and we received one bid submission from Slide Guy Restoration Inc. References were conducted and found satisfactory for the work being performed. Attached are the bid specifications and bid submission.

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

We request that City Council authorize the Mayor and City Clerk to execute a contract in the amount of \$38,592 with Slide Guys Restoration Inc, 4342 Old M 51, Croswell, MI 48422.

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

N/A

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

\$38,592

DETAILED WORK BEING PERFORMED

Replacing bolts on indoor waterslide.

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

Budgeted funds are available in account 208-755-987-000.

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

This is the only bid received.

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

ATTACHMENTS

1. 2023 Slide Bolt Replacement

APPROVED BY



Ted Davis, CPRP, Superintendent of Parks and Recreation

Date: July 05, 2023



Michael Slater, Finance Director

Date: July 06, 2023



Paul Bernier, City Attorney

Date: July 06, 2023



Maureen Miller Brosnan, Mayor

Date: July 06, 2023



4342 Old M51
Croswell, MI 48422
www.slideguysrestoration.com

RFB-05152023-REC_waterslide bolt replacements

Item	Page
Livonia form of Proposal	2 - 10
Statement of qualifications	7-9
Subcontractor List	10
Livonia Contract	11-16
COI.....	17
W-9	18
Slide Guys History in the Business	19
Industry Standards	20-21
References	22-23
Addendum 1	24-30



City of Livonia

Bid of Slide Guys Restoration, Inc. hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as an **S Corporation** *.

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

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

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

Addendum No.

Addendum Date

1 (59)

5/25/23

FP-1



COST PROPOSAL

COMPANY NAME: Slide Guys Restoration, Inc.

Item Description	Unit Price (\$)	Complete for the Sum of
1 Hardware (2,500 units) 54" Open _____ units 54" Aquatube _____ units 54" innertube double _____ units	Bolts ea. pc. \$0.81 1" Washers ea. pc \$0.05 Double nuts ea. pc \$0.05 x 2 per bolt = \$0.10 per unit <u>Total = \$0.96 per Unit</u>	Bolt \$2,025.00 Washer \$ 125.00 <u>Double Nut \$ 250.00</u> (2500 units) \$2,400.00
2 Hardware (above 2,500 units)	Amt over 200 units = \$192	<u>(200 units) \$ 192.00</u>
3 Labor		210 hours @ \$150.00 per hr. \$32,500.00
4 Scaffolding	<u>\$150_Hr (Labor)</u> <u>\$3,500.00 Lift</u> <u>\$2,592.00 Materials</u>	Lift \$3,500.00
TOTAL COST ALL ITEMS		\$38,592.00 for project total

*We believe the count is closer to 2700 units

FP-2



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 and informalities therein. It is agreed that this bid may not be withdrawn for 120 days from the opening thereof.

Number of days it will take to complete the project upon being given notice to proceed : 3 DAYS

Number of days it will take to obtain materials and equipment for project upon being given notice to proceed (1) Day.

**Can you complete the work requested August 28, 2023 – September 1, 2023? X Yes
 No**

If no, please specify the date by which work will be completed_____

Warranty: Labor_____N/A_____Parts_____N/A_____

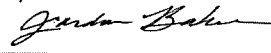
The contractor and their sub-contractors agree that they will not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their sex or age, except when based on a bona fide occupational qualification, or because of their race, color, religion, national origin or ancestry. (Act 453 P.A. 1976 As Amended) The contractor further agrees that they will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to age, sex, race, creed, color or national origin. Breach of this contract may be regarded as a material breach of contract.

Bidder will identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership, (naming partners), corporation, foreign or domestic (naming principal officers), and indicate official capacity of person executing proposal and bid.

Date June 5, 2023 Firm Name: Slide Guys Restoration, Inc.

(If corporation, partnership, or assumed name)

Address 4342 Old M51, Croswell, MI 48422

Signature 

(Person executing bid and official capacity)

Print Name: Jordan Bakeman

Authorized Signatory

City: Livonia State: MI Zip Code 48422

Email: jordan@slideguysrestoration.com

Phone: 586.909.2001 FAX: None

Owner : Ryan Bakeman, Treasurer/Secretary – 50%

Owner: Jordan Bakeman, President/Director – 50%

Authorized Agent: Dawn Mitchell – 0% (official capacity only)

(Names of Principal Officers and designate (If partnership or assumed name, indicate official capacity) names of owner



**CONTACT PERSON TO WHOM QUESTIONS REGARDING PROPOSAL RESPONSE
SHOULD BE DIRECTED:**

NAME: Jordan Bakeman TITLE: Customer Relations

PHONE: 586.909.2001

EMAIL: Jordan@slideguysrestoration.com

**To be considered for this project, the following forms must be delivered by 2:00
PM on JUNE 6, 2023, via the MITN website only www.mitn.info:**

- ☐ Form of Proposal Pages
 - Price Proposal ○ References ○ Statement of Qualifications
- ☐ Project Timeline and Approach
- ☐ Warranty Documentation – NO warranty offered for Bolt assembly.
- ☐ Company Overview



STATEMENT OF QUALIFICATIONS

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

Company Name: Slide Guys Restoration, Inc.

Address: 4342 Old M51, Croswell, MI 48422

Contact Person: Jordan Bakeman Title: Customer Relations

Dawn Mitchell Title: ADM/Assistant

Phone No.(586)909.2001 (Jordan) Email: Jordan@slideguysrestoration.com

Phone No.(810)662.9833 (Dawn) Email: Dawn.mitchell@slideguysrestoration.com

1. Number of years operating under your present name: 5 Years
2. Number of years present owners have owned the company: 5 Years
3. How many years of experience does your company have replacing pool heaters. 0 (out of our scope of work)
4. List municipalities who the bidder has serviced in the past five (5) years to present:

Name of Municipality	Term of Service
Macomb, MI Parks & Recreation Permilia Gross, Aqua Mgr 586.873.4638 / grossper@macomb-mi.gov	Maintenance polish & Buff with chip repair - 2021, 2022, 2023. Separate contracts
City of Jeffersonville, IN Parks & Recreation Olivia Mann, Aquatics 502.639.9293 / omann@cityofjeff.net	5-year slide maintenance plan through 2025 – 5-year contract
North Orange Twp, OH Parks & Recreation Mike Kelly 614.207.4809 / mkelly@northorangetwp.org	5-year slide maintenance plan through 2025 – 5-year contract
City of Dublin, CA Parks & Recreation Dustin Stene, Parks Super 925.574.4827 / dustin.stene@dublin.ca.gov	2-year Bi-Annual contract (spring 2023 through fall 2024) – 2 year contract
Farmers Branch, TX Parks & Recreation Paul Macias, Aquatics Manager 972.919.8766 /	Waterslide Maintenance renewed annually according to budget
West Chicago, IL Park District Gina Radun, Aqua Dir. 630.231.9474 / gradun@we-goparks.org	Sanded back previous companies failed coating – courtesy at no charge. 2019
Forest Park, IL Parks & Recreation Jackie Iovinelli, Aqua Dir. 708.633.7500 / jiovinelli@pdofp.org	2019 – gel shotgun slides, seamless seams, re-core, fiberglass repair, paint/prime.

City of Maumee, OH Parks & Recreation Joe Camp, Service Dir. 419.897.7151 / jcamp@maumee.org	2019 - paint and gel 3 slides
City of Tallmadge, OH Parks & Recreation Jessica Simons, Park & Rec Super 330.633.5321 / jsimons@tallmadge-ohio.org	2019 – 2 separate contracts, 2020 – gel 2 slides / prime & paint. Paint structure & features.
Faribault, MN Parks & Recreation Kevin O'Brien, Aqua Super 507.384.0519 / kobrien@ci.faribault.mn.us	Gel 1 kiddie slide
Oakbrook, IL Park District Rob Bond, Aquatics Op Mrg 630.645.9580 / rbond@obparks.org	2019 – gel, paint, refurbish fiberglass on several slides.
City of New Castle, IN Parks & Recreation Mike Bergum, 765.465.7278 / mike-bergum@cityofnewcastle.net	2020 – Gel and paint slides, Paint kiddie structure & Handrails
Mundelein Park District Mike Krauleidis 847.566.0650 / mkrauleidis@mundeleinparks.org	2020 – paint and major refurbish areas of slide.
Dumas, TX Parks & Recreation Oscar Garcia, Park Super 806.934.0837 / ogarcia@dumastx.gov	2020, 2021, 2022 – Maintenance polish & Buff with chip repair
City of Nampa Parks & Recreation Mike Day, Facilities Maint. Super 208.250.5339 / daym@cityofnampa.us	2020, 2022 – Gel 2 slides – Separate contracts each year
City of Rosemead, CA Parks & Recreation Eric Garwick 626.569.2255	2020, 2022, 2023 – Maintenance polish & Buff with chip repair - separate contracts.
City of Newark, CA Parks & Recreation Peter Beireis 510.739.6430 / peter.beireis@newark.org	2020 – Maintenance – polish & buff with chip repair
County of San Bernardino, CA P&R Jamie Munzo, Jr. 909.486.0704 / Jamie.munozjr@parks.sbcounty.gov	Separate contracts for 2021, 2021 (emergency repair) 2022, 2023 – gel kote 4 slides, several glass repairs
City of Largo, FL Parks & Recreation Robert (Bob) Hordern, Aqua Dir 727.251.0404 rhodern@largo.com	Gel-Kote 2 slides separate contracts. They tried us and like us so well they wanted the second slide restored.
City of San Diego, CA Parks & Recreation Wendelien Anderson, Aquatics 858.260.0308 / wbanderson@sandiego.gov	Gel-kote, paint, & repairs on 2 slides. Replaced rusted hardware on structure , paint support columns, stairs, railings, rust abatement
Farmers Branch, TX Parks & Recreation Paul Macias, Aquatic Manager 972.919.8766 / paul.macias@farmersbranchtx.gov	2020, 2021, 2022 – separate contracts – Re-laminate, repair, re-core slide. paint kiddie slide
Schaumburg, IL Parks & Recreation Niki Rao, Facilities operation mrg. 847.985.2115 / erchapa@parkfun.com	Jan. 2021, May 2021, Aug 2022 – Separate contracts – gel and paint 4 slides. Glass repairs
Grand Island, NE Parks & Recreation Jeremy Bachmann, Rec Super 308.389.0298 / jeremyb@grand-island.com	2022 – gel 6 slides, paint 4 slides, polish & buff 2 speed slides, 2 repairs
City of Tallahassee Parks & Recreation Leslie Adams, Aquatic Super 850.933.2752 / Leslie.adams@talgov.com	Gel 5 slides ride path, paint 3 slides and 1 kiddie. Paint features and kiddie structures at 3 facilities.



5. General nature of work performed by your company: We are a waterslide & structure restoration company. We are OSHA certified to inspect slides and perform the following: Restore fiberglass from minor to major, restore exterior & interior coatings on slides. Replace/inspect hardware, fully inspect integrity of slides and structures. Annual professional maintenance, etc.

6. 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
No work performed for Livonia		

7. List the members of the team who will oversee the contract and the roles they will perform.

Name	Title	Role	Years of Experience
Jordan Bakeman	Customer Relations	Deciphers customers' needs & puts project together for scheduling	12 Years
Ryan Bakeman	Fields Op Mgr.	Sch work, orders supplies, Consults with customer about arrival thru completion.	15 Years
Dawn Mitchell	ADM	Customer Service, ADM, process paperwork for projects. invoicing	5 Years

8. What challenges do you foresee?

None

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

Base price includes removal of bolts, installation of new bolts, washers, and double nuts, lift, labor, and materials, additional insurance the City of Livonia Requires.

COMPANY NAME: Slide Guys Restoration, Inc.

10. 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.:833.234.9255

24-Hour Phone No.: 586.909.2001

11. Hours of Operation

DAYS	BUSINESS HOURS
Monday – Friday	8 am – 7 pm
Saturday	8 am – 7 pm
Sunday	8 am – 7 pm
Holidays	8 am – 7 pm

COMPANY NAME: Slide Guys Restoration, Inc.

Approach & Timeline: Project supplies will be ordered once bid is awarded to Slide Guys Restoration, Inc. Ryan will reserve the lift necessary for the project so upon our arrival things will run smoothly.

Work Description: Bolt Replacement

- Purchase bolts, washers, and double nuts.
- Remove existing bolts and replace them with specified bolts (HDG Hot Dipped Galvanized) Shanked bolts with 1' washers and double nuts
- Caulk bolt holes as needed (Sikaflex 1A)
- Clean up area and properly dispose of any waste materials.
- Work must be completed between Aug. 28- Sept. 1, 2023.

FP-7

SUBCONTRACTOR LIST

COMPANY NAME: Slide Guys Restoration, Inc.

Subcontractor Name	Contact Person	Phone No.	Services to be provided
N/A We perform all our own work.			

COI - REQUIREMENTS

Upon the award of bid to Slide Guys Restoration, Inc., we will attain the required Owners & Contractors Protective Liability Coverage (quoted us below). Livonia does not accept additional insurance our carrier offers but requires the below-mentioned coverage.

We meet COI requirements with additional coverage quoted below.

May 31, 2023

Nicholas Sarocco
RT Specialty, LLC
540 West Madison Street 9th Floor
Chicago, IL 60661
nicholas.sarocco@rtspecialty.com

Quote Summary

Based on the information provided, we are pleased to offer the following quote with Evanston Insurance Company. Evanston Insurance Company is a surplus lines insurer currently rated A XV by A.M. Best.

These terms are valid for thirty days from the date on this letter. Our quotation may differ from the terms requested in the submission. Please review our quotation carefully.

Named insured: Slide Guys Restoration LLC
Mailing Address: 4342 Old M 51
Croswell, MI 48422
Transaction number: 5792132

Company: Evanston Insurance Company
Term quoted: 05/31/2023 to 05/31/2024 (These dates may be amended at time of binding.)

Premium Summary

Owners & contractors protective liability (OCP)	\$450	MP
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Total Premium without TRIA	\$450
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Total amount due	\$450.00
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This quote is subject to the following:

- At the time of binding, the designated contractor must be identifiable & listed as such. In addition, the designated contractor needs to be a distinct & separate entity from the Named Insured (project owner).
- Receipt of a current completed, signed, and dated application.
- A signed copy of the Terrorism disclosure, MKL Terr 4, is required to bind.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Slide Guys Restoration, 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) **P**

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) **P**

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) _____
(Reports to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) (See instructions).
4342 Old M51

6 City, state, and ZIP code
Croswell, MI 48422

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

0 3 - 2 6 4 1 3 4 0

or

Employer identification number

0 3 - 2 6 4 1 3 4 0

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 **Jordan Beh** Date **5-10-23**

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.

Slide Guys Restoration History

Ryan Bakeman, Co-Owner of Slide Guys Restoration began working in the fiberglass industry 15 years ago, starting with boat restoration and slowly transitioning to waterslide restoration business.

Jordan Bakeman, Co-Owner began working alongside Ryan 2 years later. He too rapidly progressed and found a passion for the work.

Both Ryan and Jordan segued to waterslide restoration through a friend they knew that just started a waterslide restoration company. They grew with that company from infancy and learned the business quickly as well. In the end of their employment, they became project managers over several projects, ordered supplies, arranged workers for the project, met with customers daily, Team leaders reported to them both, etc.

After a decade of working together in waterslide restoration, Ryan & Jordan decided to follow their dreams and Slide Guys Restoration was started December 19th, 2019. With their good name, they won their first waterslide restoration bid for \$450,000. This project was successfully completed with great results.

What makes Slide Guys Restoration different from other restoration companies? Our team members don't work for us but with us. We are certified nationally with ACMA, OSHA, CCT and Jordan is OSHA Certified to inspect slides. Both have the highest standards, integrity, honesty, and love of their work. They show personal interest and treat parks as if they are their own. They stand behind in their warranty, and their honesty prevents them from "selling" to a customer something they don't need to boost a sale. We use the highest-grade premium products.

During the last 4 ½ years, Slide Guys Restoration, Inc. have completed many projects all over the country ranging from \$1,500.00 to \$450,000.00. We have repeat customers who will deal exclusively with us. We always have a dependable, well-skilled Project manager onsite.

WE ARE QUALIFIED

We completed a project for GMAP in February of 2021 that consisted of disassembling (removing bolts) on 2 Speed, 1 Drop, 1 Open Flume, 1 Bowl with tube, and 3 raft waterslides at Wild River Country in Little Rock, AR. The pieces were then placed neatly in stacks to be shipped and reassembled, by a different company, for Raging Rivers Waterpark in Illinois. Additionally, we replace damaged bolts for our customers during their project.

We thank you for considering Slide Guys Restoration, Inc. for all your waterslide & structure restoration needs.

Sincerely,

Ryan Bakeman
Jordan Bakeman

INDUSTRY STANDARDS SPEC SHEET

Industry Standards Listed Below are a MUST for OPTIMAL Outcome

Certs: CCT / ACMA / OSHA / Gel-Kote Color Matching / OSHA Certified to inspect slides.

Fiberglass Repair

- All resins must be Vinyl-Ester based (fiberglass requirement: ounce and a half Chop Matt and Biaxial 1088)
- See below as it is added in the scope and sequence for Gel-Kote

Protecting Surrounding Structures/Environment:

- Industrial tarps and plastic to ensure no overspray of product touch any surface not intended to reach

Prep/Clean-up:

- Prep and cleanup are intensive to protect surrounding areas and workers. Safety and jobsite cleanliness are a must. All products are put away at the end of every day.

Products We Use: The product list below is time tested and are of highest quality on the market for the most optimal long-lasting finish/product.

- Ashland Gel-Kote
 - ✓ UV Stable
 - ✓ Superior Chemical Resistance
 - ✓ Exceptional durability
 - ✓ Low maintenance
 - ✓ Rapid Curing
 - ✓ Excellent adhesion
 - ✓ Water impermeable
 - ✓ Suitable for interior or exterior
- Premium grade Vinyl Ester blend grade filler
- 3M-4000 / marine grade caulk
- Epoxy Vinyl Ester Resin
- Amerlock Clear Primer
- PSX-700 Polysiloxane paint
 - Marine Grade
 - Used on Golden Gate Bridge & Navy Ships
- Fiberglass – 1.5 oz. chop Mat & Biaxial 1088
- Acetone
- 3M Super Duty Compound

Gel-Kote Process:

- Sand entire slide with appropriate sandpaper, removing all non-factory coating, including edges/corners/seams. The slide is NOT to be stripped with chemicals.
- Cut and remove all caulk from seams
- Dremel and sand seams to insure smooth surface
- Proceed to hot-water power wash interior
- Grind and laminate all spider cracks in fiberglass (for re-laminating)
- Fix any major fiberglass repairs
- Replace non-slip with integrated vinyl filler
- Fill and sand pin holes throughout slide
- Hot-water power wash slides again
- Final inspection of Gel-Kote
- Tarp to protect surrounding area
- Chemical wash entire slide to remove all contaminants
- Apply Gel-Kote using an industrial gel-Kote sprayer (Gel-Kote is NOT to be done with hot pot or gravity fed spray gun)
- Allow Gel-Kote to cure 24-48 hours
- Caulk all seams using painters' tape to insure clean lines
- Inspect Gel-Kote and repair any flaws that may have occurred during spray (i.e. bugs and leaves)
- Repair and inspect anything that may have happened during the gel application
- Any sags or runs of Gel-Kote must be sanded and buffed

Safety Equipment:

- Crews must follow OSHA Standards and provide team members with harnesses, carbon filter respirators, and Tyvek suites to ensure the safety of all technicians. All technicians must be lift certified, OSHA 10 certified, CCT certified

Paint:

- Chemical wash exterior
- Remove any rust from bolts
- Prime slide with Amerlock primer
- Paint with PSX-700 (polysiloxane paint)
- Tarp surrounding area for protection

Companies Must Offer:

- There is a **5-year warranty** on the paint for adhesion.
- There is a **5-year warranty** on the structural fiberglass repair not to delaminate.
- There is a **2-year warranty** on the Gel-Kote. Extend warranty to **5-year** with yearly maintenance plan.

Certifications

**CCT / ACMA / OSHA / Gelcoat Color Cert Matching
OSAH Certified to inspect slides**

REFERENCES

Global Amusement Management Professionals (GMAP)

29045 Savannah Drive
Temecula, CA 92591

Ken Handler, Owner

760.583.0058 / ken@amusementprofessionals.com

Work Performed: 2021 / \$65,000.00 (customer supplied all tools & equipment)

Disassembled (8) Waterslides – 2 speeds, 1 drop, 1 body, 1 bowl, and 3 raft slides.

We have worked with GMAP since opening Slide Guys Restoration. GMAP was our first customer (GMAP managed Seven Peaks), and a repeat customer several times over!

Macomb, MI Parks & Recreation

Macomb Recreation Center

20699 Macomb Dr., Macomb, MI 48042

Permillia Gross, Aquatics Manager

P: 586-873-4638 / E: grossper@macomb-mi.gov

Work performed - June 2021 / \$4,750, Jan 2022/\$4,800.

Polish & buff. Caulk. Chip repair – Annual Maintenance

Forest Park, IL Parks & Recreation

Forest Park Aquatic Center

7501 Harrison St., Forest Park, IL 60130

Jackie Iovinelli, Aquatics Director

P: 708.633.7500 / E:

jiovinelli@pdofp.org

Work Performed - 2019 / \$30,000

Gel-Kote 2 shotgun slides. seamless seams. coring refurbishes. fiberglass repairs. prime / paint

Paint large mushroom, Chemical wash structure, 4 phase polish & Buff Kiddie Slide.

City of Dublin, California Parks & Recreation

Site: The Wave Waterpark

Dustin Steine

925.574.4827 / Dustin.steine@dublin.ca.gov

Work Performed: Spring 2023 / \$252,700.00 2 bi-annual contract.

Polish & Buff 9 slides, 5 major fiberglass repairs

City of Jeffersonville, IN Parks & Recreation

Jeffersonville Aquatic Center

1425 Bates-Bowyer Ave., Jeffersonville, IN 47130

Olivia Mann, Aquatics

502.639.9293 / E: omann@cityofjeff.net

Work Performed – Nov. 2021 Spring & fall/\$70,730.

Paint Slide Tower Structure & support columns. Gel & Paint 2 slides

North Orange Township Parks & Recreation

North Orange Park

7560 Goodling Blvd., Delaware, OH 43035

Mike Kelly, Maintenance, and Fac. Mgr.

P: 740.548.5430 ext. 3203 / E: mkelly@orangetwp.org

Work Performed – Aug. 2020/\$34,760.

Painted railings. Gel-Kote 2 slides with contrast gel color

Schaumburg, IL Parks & Recreation

The Water Works Indoor Waterpark

505 N Springinsguth Rd. / Schaumburg, IL 60194

Meineke Pool

220 E Weathersfield Way, Schaumburg, IL 60193

Niki Rao, Manager of Capital Projects & Planning

P: 847.985.2115 / E: nirao@parkfun.com

Erin Chapa, Facilities Operation Manager

P: 847.985.2455 / E: erchapa@parkfun.com

Work Performed – Jan. 2021/\$28,000.00, May 2021/\$23,500, Aug 2022/\$52,825.

Gel-Kote & paint 2 slides. Fiberglass repairs (refurbishment areas). 2022 – paint (4) slides. (1) major repair. Glass (2) seams. Gel (1) slide



Date: May 24, 2023
From: Enna A. Bachelor, Purchasing Manager
To: Prospective Bidders
Subject: Addendum No. 1 – WATER SLIDE BOLT REPLACEMENTS

Addendum No. 1 is being issued to provide potential bidders with the following clarifications and information resulting from the mandatory pre-bid meeting:

1. An approved stainless steel coated alternate bolt will be accepted to the HDG bolts recommended.
2. There are 2 bolt sizes currently in use on the slide:
 - a. Flume to flume: approximately 3/8" x 1 1/2"
 - b. Bracket: approximately 1/2" x 2"
3. A copy of the sign-in sheet from the mandatory ~~prebid~~ meeting held on 5/23/2023. (1 page)

Also be advised that the sample contract document provided in the solicitation has been updated and is attached. (4 pages)

The due date remains the same. All other provisions of the bid remain the same. Information provided in vendors should acknowledge receipt of addendum with bid submission.

Addendum No. 1 – WATER SLIDE BOLT REPLACEMENTS - Acknowledgement

Company Name: Slide Guys Restoration, Inc.

Authorized Signature: 

Print Name: Jordan Bakeman Date: 6/5/23



4. Quantities shown herein or on the drawings are approximate and are provided for general information purposes only. Any quantities or measurements stated are estimates only and each contractor is responsible for taking their own measurements.
5. Leisure Pool will be closed and drained.

Waterslide Bolt Replacement

Livonia Parks and Recreation is requesting bid proposals to remove and replace all bolts on our indoor waterslide.

1. Purchase bolts
2. Remove existing bolts and replace with specified bolts on our indoor waterslide.
3. Caulk bolt holes as needed (Sikaflex 1A)
4. Clean up area and properly dispose of any waste materials.
5. Work must be completed between Aug. 28- Sept. 1, 2023, during our annual maintenance shutdown. Leisure Pool will be drained during this time.
 - a. Alternate timelines will be considered if they minimize impact to our operation schedule and if work can be performed with water in the pool.
6. Original drawing included.

Slide Manufacturer: Whitewater West Industries

Slide Model: Combo 54"/Open 54" Aquatube (54) – Inner Tube (double) Ride Into Pool- Slide "A:

Bolt Specification per the manufacturer:

- HDG (Hot Dip Galvanized) shanked bolts with 1" washers and double nut.
- Approximately 2,500 bolts will be needed.

Special Considerations

Due to the unique design of our waterslide, custom scaffolding may be required to replace bolts on certation sections of the slide. The form of proposal will have a line item for vendor to provide pricing for custom scaffolding.

The successful vendor will provide to the City at the completion of the work an exact number of bolts replaced in writing. The number of bolts shall be submitted via email to Stephanie Manoogian, smanoogian@livonia.gov



LETTER TO THE LIVONIA CITY COUNCIL

11.

DPW
July 13, 2023

MEETING DATE

S072423/R080923

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

AWARD OF BID: Department of Public Works, re: for the purchase of a tow-behind emergency generator, including an additional 5-year extended warranty, from budgeted funds.

BACKGROUND DETAILS

Power outages can disrupt city operations and reduce services in buildings without permanent generators and in extreme weather conditions, stormwater pumping operations, such as the Newburgh Road railroad bridge underpass, can impact life's safety. A fully integrated mobile power generation system can provide reliability and versatility for emergency power applications. The Department of Public Works prepared specifications for a portable, tow-behind, trailer mounted, diesel generator that includes power capabilities of 208/240/480 volts with versatile electrical panel receptacles for different connection and load requirements.

A request for bids was prepared by the Department and made publicly available on MITN. A bid opening was held on July 11, 2023, and three bids were received. Cummins Sales and Service was the lowest responsible bidder, meeting the requirements of our request and providing the best available warranty (3-year factory warranty plus an additional 5-year warranty available).

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

It is the request of the Department of Public Works that Council proceed to accept the bid from Cummins, Inc., 21810 Clessie Ct., New Hudson, MI 48165, and authorize an expenditure in an amount not-to-exceed \$115,830.00 (\$111,945 base bid plus \$3,885 for additional 5-year extended warranty) from the capital outlay-other equipment fund.

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

Cummins C150D2RE, Diesel Genset, 50/60H, 150kW, Portable Generator

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

\$111,945.00 Generator

\$ 3,885.00 5-Year extended warranty

\$115,830.00

DETAILED WORK BEING PERFORMED

na

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

\$115,830.00 401-000-987-000

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

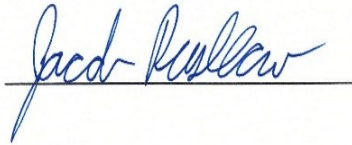
Award to Cummins, the lowest responsible bidder of requested specifications. The apparent low bidder did not meet the required specifications.

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

ATTACHMENTS

1. Cummins Generator Quote 2023
2. Bid Opening Sheet Tow Behind Generator
3. Cummins Bid Form - Livonia TOW BEHIND GENERATOR FINAL

APPROVED BY



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

Date: July 13, 2023

Don Rohraff, Director of Public Works

Date:

Michael Slater, Finance Director

Date:

Maureen Miller Brosnan, Mayor

Date:

BID OPENING SHEET – TOW BEHIND GENERATOR WITH TRAILER PACKAGE – PAGE 1 OF 1 – BID DUE DATE 07/11/2023

VENDOR NAME	Coast to Coast Custom Mobile Vending, LLC **	Cummins Sales and Service	Technology International Inc
CITY & STATE	Douglas, GA	Columbus, In	Lake Mary, FL
1. Tow Behind Generator Cummins	\$ 83,380.00 Warranty: 1yr / 1000 hrs Lead Time: 120 days	\$ 111,945.00 Warranty_3 yrs / 3000 hours Lead Time: 322-365 days	\$ 124,259.00 Warranty: <i>Blank</i> Lead Time: est 434 days
2. Trailer Package	\$ 1,8750.00 Mfg: Cynergy Cargo Model #: Tow behind generator Warranty: 2yr structure, 1 yr non-structure Lead Time: 120 days	\$ Integral to the generator Mfg: cummins Model # C150 D2RE Warranty: Included Lead Time: 322-365 days	\$ Included Mfg TBD Model # TBD Warranty <i>Blank</i> Lead Time: est 434 days
3. Shipping & Handling	Tow Behind Trailer Package \$ N/A Tow Behind Generator \$ 2780.00 Total \$ 104,910	Tow Behind Trailer Package \$ <i>Included</i> Tow Behind Generator \$ Included Total \$ 111,945	Tow Behind Trailer Package \$ <i>Included</i> Tow Behind Generator \$ <i>Included</i> Total \$ 124,259
Pricing Valid Until	30 days	30 days from receiving quote	30 days

CITY REPRESENTATIVES:

Enna Bachelor, Purchasing Manger

Leslie Rohraff, Office of the City Clerk

**** Bid proposal from Coast to Coast Mobile Vending LLC
does not meet the required generator specifications**



CITY OF LIVONIA – REQUEST FOR BID
TOW BEHIND GENERATOR WITH TRAILER PACKAGE

The City of Livonia Michigan will receive sealed bids via the MITN WEBSITE ONLY (www.mitn.info) for TOW BEHIND GENERATOR WITH TRAILER PACKAGE, according to the specifications herein. No substitutes or alternates will be accepted. Sealed bids will be received until 2:00 p.m., on JULY 11, 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 JULY 5, 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 – TOW BEHIND GENERATOR AND TRAILER PACKAGE

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
TOW BEHIND GENERATOR AND TRAILER PACKAGE

Submitted by: Cummins 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:

TOW BEHIND GENERATOR WITH TOW PACKAGE

ITEM	DESCRIPTION	QTY	COMPLETE FOR SUM OF:
1	Tow Behind Generator Cummins C150D2RE (No alternates) Specification attached (1 page) Warranty <u>3 years/3,000 Hours</u> Lead Time <u>322-365</u> days	1	\$ <u>111,945.00</u>
2	Trailer Package for Item No. 1 <i>Vendor shall provide detail specifications for trailer package that will accommodate Item #1</i> Manufacturer <u>Cummins Inc.</u> Model No. _____ Model No. <u>C150 D2RE</u> Warranty <u>Included</u> Lead Time <u>Same as generator</u> days	Included	\$ <u>Integral to the generator</u>
3	Shipping/Handling Trailer Package \$ <u>Included</u> Tow Behind Generator \$ <u>Included</u>		\$ <u>Included</u>

NO ALTERNATES ACCEPTED. MUST BID AS SPECIFIED.

Pricing offered is valid until 30 days from receiving quote

(insert date)

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.

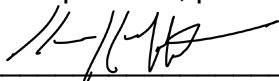
Also, the undersigned agrees that, if the above proposal is accepted, he will execute the contract and furnish the necessary proofs of insurance carriage within fifteen (15) calendar days from such acceptance.

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 Cummins Inc. Date 7/11/2023
(If corporation, partnership, or assumed name)

Signature  Kevin Kikkert
(Person executing bid and official capacity) Inside Sales Representative

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

Address 21810 Clessie Ct

City/State/Zip MI 48165

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

Cost: \$ 3,885.00

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

5 years/5,000 Hours

DELIVERY REQUIREMENTS:

Delivery Location:

City of Livonia Department of Public Works

12973 Farmington Road

Livonia, MI 48150

Contact Person: Sammy Lovin

Vendor shall provide 24-48 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 their 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 Kevin Kikkert Title Inside Sales Representative

Phone No. 616-333-9684 Email kevin.kikkert@cummins.com

**TOW BEHIND GENERATOR WITH TRAILER PACKAGE
REFERENCE FORM**

COMPANY NAME: Cummins Inc.

Reference Company Name:	
City/State:	
Summary of Work Performed:	
Dates of Work:	
Company Contact Person:	Title:
Phone Number:	Email:

Reference Company Name:	
City/State:	
Summary of Work Performed:	
Dates of Work:	
Company Contact Person:	Title:
Phone Number:	Email:

Reference Company Name:	
City/State:	
Summary of Work Performed:	
Dates of Work:	
Company Contact Person:	Title:
Phone Number:	Email:

**STATEMENT OF QUALIFICATIONS
TOW BEHIND GENERATOR & TRAILER PACKAGE**

Cummins Inc.

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

Company Name: Cummins Inc.

Address 21810 Clessie Ct, New Hudson, MI 48165

Contact Person: Kevin Kikkert Title Inside Sales Representative

Phone No. 616-333-9684 Email kevin.kikkert@cummins.com

1. Number of years operating under you present name: 104

2. Number of years present owners have owned the company: Publicly Owned Company

3. How many years of experience does your company have providing the equipment specified in the bid documents? 100 years

4. General nature of work performed by your company:
Power Generation equipment, accessories, and service.

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
2023	Livonia Public Schools	Power Generation Equipment
2020	Livonia Public Schools	Power Generation Equipment
2019	Livonia DPW	Power Generation Equipment

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
Jacob Gerharter	Outside Sales	Power Generation Sales	30
Kevin Kikkert	Inside Sales	Power Generation Sales	7

7. What challenges to you foresee?
None.

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

Base price includes delivery of equipment to jobsite, as well as Cummins standard start up and commissioning.

Start up includes equipment testing and operation, as well as end user personnel training onsite.

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.: 616-333-9684

24-Hour Phone No.: 248-573-1600

10. Hours of Operation

DAYS	BUSINESS HOURS
Monday – Friday	6am-6pm
Saturday	Available by Call
Sunday	Available by Call
Holidays	Available by Call

COMPANY NAME: Cummins Inc.



Rental Power

150 kW

U.S EPA Tier IV emissions



Description

This Cummins® Rental package is a fully integrated mobile power generation system, providing optimum performance, reliability, and versatility for Standby and Prime Power applications.

Features

Cummins diesel engines

- U.S. Tier IV Final and EU SIIIa certified Cummins QSB7-G9 engines which meet emissions limits without the use of a Diesel Particulate Filter (DPF)
- Dual speed engine for operation at 50 or 60 Hz
- Advanced electronic engine controls with integrated after-treatment system provide superior fuel efficiency while reducing emissions
- High-pressure common rail fuel system reduces engine noise and smoke
- Cummins Direct Flow™ air filtration offering improved air management, longer service life, and easier serviceability
- 2-stage fuel filtration with optimum particle and water separation

Control features

- The most advanced, reliable and capable generator set control system on the market today
- PowerCommand 3.3® with Masterless Load Demand (MLD) technology enables smartly adapting power to match varying load demand. MLD capable generators allow sharing of information among paralleled generator sets
- Controls provide precise frequency and voltage regulation, alarm and status message display in one easy to operate customer interface

Engine controls

- Oil pressure and coolant temperature gauge
- Fuel level gauge, Diesel Exhaust Fluid (DEF) level gauge and battery voltage gauge
- Hour meter
- Engine control module includes remote start capability

Stamford alternators

- 12-lead reconnectable alternators fitted with voltage selection switch
- Permanent magnet excitation for improved performance in non-linear load applications

Rental package enclosure

- Camlock distribution panel
- Sound attenuated, white powder coated lockable enclosure
- 24-hour fuel tank (75% prime) with leak detection sensor
- Single wall fuel tank with 110% fluid containment basin
- Transport Canada Tank
- Roof mounted, single point lift
- Cooling system rated for 122 °F (50 °C) at 100% Standby ambient
- Complete engine fluid containment reservoir
- 4 position voltage selector switch (277/480 or 139/240 or 120/208 VAC 3 phase or 120/240 VAC 1 phase)
- Shore power (15 A/120 V) – for coolant heater and battery charger
- Conveniently located analog gauges and heated Human Machine Interface (HMI) display

Rental package options

- Optional Auxiliary Fuel and DEF connections
- DOT approved electric brake trailer with heavy duty center mounted jack, ball or pintle hitch
- DOT approved hydraulic brake trailer with heavy duty center mounted jack, ball or pintle hitch

Model	Voltages (V)	Standby rating		Prime rating		Sound level Full load @ 7 m	Alternator model
		60 Hz kW (kVA)	50 Hz kW (kVA)	60 Hz kW (kVA)	50 Hz kW (kVA)		
C150D2RE	208/240/480	150 (188)	128 (160)	135 (169)	116 (145)	73 dBA	UCI274F

Engine specifications

Engine model	QSB7-G9
Alternator data sheet	UC1274F (208/240/480)
Tier rating	Tier IV
Design	4 cycle, in-line, turbocharged and after-cooled
Bore	107 mm (4.21 in.)
Stroke	124.0 mm (4.88 in.)
Displacement	6.69 liters (408 in ³)
Cylinder block	Cast iron, in-line 6 cylinder
Battery capacity	2 x 760 cca
Battery charging alternator	70 amps
Starting voltage	24 volt, negative ground
Fuel system	Direct injection HPCR system
Fuel filter	Dual Spin on fuel filter with water separator
Air cleaner type	2-stage, dry replaceable element with dust ejector
Lube oil filter type(s)	Single spin-on, full flow
Standard cooling system	122 °F (50 °C) ambient radiator

Alternator specifications

Design	Brushless, 4 pole, drip proof, revolving field
Stator	Double layer concentric, 2/3 winding pitch
Rotor	Single bearing, flexible disc
Insulation system	Class H per NEMA MG1-1.65 (208/240/480 VAC)
Standard temperature rise	125/40 °C Prime (208/480 VAC)
Exciter type	Permanent Magnet Generator (PMG)
Phase rotation	A (U), B (V), C (W)
Alternator cooling	Direct drive centrifugal blower fan
AC waveform Total Harmonic Distortion (THDV)	< 1.5% no load, < 5% non-distorting balance linear load
Telephone Influence Factor (TIF)	< 50 per NEMA MG1-22.43
Telephone Harmonic Factor (THF)	< 2%

Power capability specifications (Assume power factor = 0.80 for 3 phase amps)

	Standby rating				
	240 V, 1 phase Amps 60 Hz	208 V, 3 phase Amps 60 Hz	480 V, 3 phase Amps 60 Hz	240 V, 3 phase Amps 60 Hz	400 V, 3 phase Amps 50 Hz
C150D2RE	419	520	226	451	233

Electrical power panel specifications

Model voltage	120 V duplex receptacles	240 V twist	Load lug connection (stud diameter)	Load lug circuit breakers
120/480 Volt	2 - 20 Amp GFCI	3 - 50 Amp	1/2 inch	600 Amp

PowerCommand 3.3 control system



An integrated microprocessor based generator set control system providing voltage regulation, engine protection, alternator protection, operator interface and isochronous governing. Refer to document S-1570 for more detailed information on the control.

Simplified display for Rental operators - simplified display tailored for Rental equipment operations for ease of use.

Masterless Load Demand (MLD) - The controller is capable of smartly managing power from paralleled generators to match varying load patterns.

Power management - Control function provides battery monitoring and testing features and smart starting control system.

Advanced control methodology - Three phase sensing, full wave rectified voltage regulation, with a PWM output for stable operation with all load types.

Regulation compliant - Prototype tested: UL, CSA and CE compliant.

Service - InPower™ PC-based service tool available for detailed diagnostics, setup, data logging and fault simulation.

Easily upgradeable - PowerCommand controls are designed with common control interfaces.

Reliable design - The control system is designed for reliable operation in harsh environment.

Operator panel features

Operator/display functions

- Displays paralleling breaker status
- Provides direct control of the paralleling breaker
- 320 x 240 pixels graphic LED backlight LCD
- Auto, manual, start, stop, fault reset and lamp test/panel lamp switches
- Alpha-numeric display with pushbuttons
- Heated HMI
- LED lamps indicating genset running, remote start, not in auto, common shutdown, common warning, manual run mode, auto mode and stop

Paralleling control functions

- First Start Sensor™ system selects first genset to close to bus
- Phase lock loop synchronizer with voltage matching
- Sync check relay
- Isochronous kW and kVar load sharing
- Enhanced safety features for paralleling generators

Alternator data

- Line-to-Neutral and Line-to-Line AC volts
- 3-phase AC current
- Frequency
- kW, kVar, power factor kVA (three phase and total)

Engine data

- DC voltage
- Lube oil pressure
- Coolant temperature
- Comprehensive FAE data (where applicable)

Other data

- Fault history
- Data logging and fault simulation (requires InPower)

Standard control functions

Digital governing

- Integrated digital electronic isochronous governor
- Temperature dynamic governing

Digital voltage regulation

- Integrated digital electronic voltage regulator
- 3-phase, 4-wire Line-to-Line sensing
- Configurable torque matching

AmpSentry™ AC protection

- AmpSentry protective relay
- Over current and short circuit shutdown
- Over current warning
- Single and three phase fault regulation
- Over and under voltage shutdown
- Over and under frequency shutdown
- Overload warning with alarm contact
- Reverse power and reverse Var shutdown
- Field overload shutdown

Engine protection

- Battery voltage monitoring, protection and testing
- Overspeed shutdown
- Low oil pressure warning and shutdown
- High coolant temperature warning and shutdown
- Low coolant level warning or shutdown
- Low coolant temperature warning
- Fail to start (overcrank) shutdown
- Fail to crank shutdown
- Cranking lockout
- Sensor failure indication
- Full authority electronic engine protection

Control functions

- Time delay start and cool down
- Real time clock for fault and event time stamping
- Cycle cranking
- Load shed
- Remote emergency stop

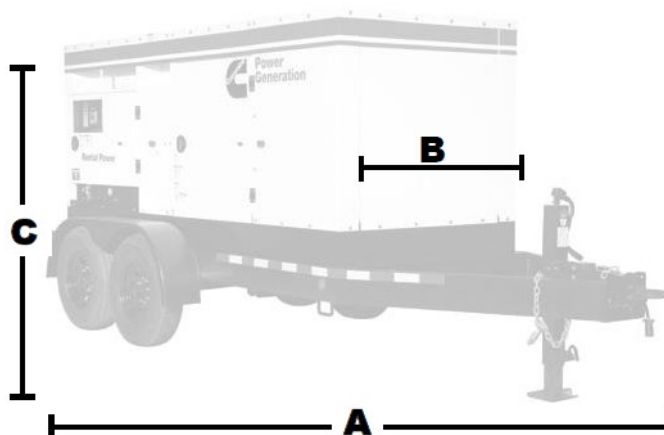
Ratings definitions

Standby:

Applicable for supplying emergency power for the duration of normal power interruption. No sustained overload capability is available for this rating. (Equivalent to Fuel Stop Power in accordance with ISO3046, AS2789, DIN6271 and BS5514). Nominally rated.

Prime (unlimited running time):

Applicable for supplying power in lieu of commercially purchased power. Prime Power is the maximum power available at a variable load for an unlimited number of hours. A 10% overload capability is available for limited time. (Equivalent to Prime Power in accordance with ISO8528 and Overload Power in accordance with ISO3046, AS2789, DIN6271, and BS5514).



Dimensions

Model	Dim "A" mm (in.)	Dim "B" mm (in.)	Dim "C" mm (in.)	Weight w/o fuel kg (lbs)	Weight with fuel kg (lbs)	Fuel capacity liters (gal)*
C150D2RE	3700 (146)	1450 (57)	1700 (67)	3020 (6600)	3800 (8390)	965 (255)
With trailer	5740 (226)	2140 (84)	2309 (91)	3750 (8270)	4530 (10000)	965 (255)

* Onboard DEF capacity is sized for 24 hours of operation at 15 gallons.

Fuel consumption

60 Hz Ratings, kW (kVA)	Standby				Prime				Hours of operation
	150 (187)				135 (168)				
Load	1/4	1/2	3/4	Full	1/4	1/2	3/4	Full	75% load
US Gal/hr	4.2	6.6	8.9	11.3	4.1	6.2	8.4	10.6	24
L/hr	15.9	25.0	33.7	42.8	15.5	23.5	31.8	40.1	24

Note: DEF consumption less than 4% of fuel consumption.

Trailer information

Model	Tire size	Tire type	Load range	Number of tires per trailer	Lug pattern
C150D2RE	235/85-R16	Radial	2755 lbs - each	4	8 hole

Certifications

These generator sets are certified to following standards:



CAN/CSA STD C22.2 NO. 100
CAN/CSA STD C22.2 NO. 14

For more information contact your local Cummins distributor
or visit power.cummins.com

Our energy working for you.™



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NAS-5886-EN (11/19)



July 7, 2023

Prepared by

Kevin Kikkert
(616) 333-9684
kevin.kikkert@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
GEN	C150D2RE, Diesel Genset, 50/60Hz, 150kW, Standby-Rental U.S. EPA, Nonroad (Portable) Application C150D2RE, Diesel Genset, 50/60 Hz, 150kW, Standby-Rental Duty Rating - Prime Power (PRP) Emissions - Compliance EPA Tier 4 Final Certified Voltage 208 - 480 Variable Alternator - 60Hz, 208/416 - 240/480 Volt, 125/80C Standby/Prime Electric Brake Trailer Pintle Hitch - 3 inch UN31A Certified Fuel Tank Generator Set Control - PowerCommand 3.3, Paralleling with MLD Distribution Panel - Rental Bus Bar Connection Packaging - Cummins Power Generation Genset Warranty - Industrial Mobile Base, Prime 3 Years/3000 hours Battery Charger - Rental Engine Coolant - 60% Antifreeze, 40% Water Mixture Cam Lock Distribution Panel - U.S. Rental Engine Oil Heater Harness, Paralleling Buck transformer for single phase receptacle voltage 120V Auxiliary DEF Connections Paralleling Harness 12VDC Engine Starting Battery - 810CCA Delivery of Equipment to Jobsite Service - Start Up & Initial Testing	1

TOTAL (not including tax): \$ 111,945.00

Price Adder –

1. Upgrade to 5yr/5,000hrs Extended Warranty, please add \$3,885

NOTES & EXCEPTIONS:

1. The trailer is integrated into the D2RE model and is not a separate package.
2. Supply of diesel fuel is to be provided by others and is not included in this proposal.
3. Proposal is for equipment only, offloading, rigging, and installation by others.
4. Fuel and permits, unless listed above, is not included.
5. Standard Start-up & testing is included. Additional tests, such as NETA testing, if required, is by others.
6. Coordination Study not provided.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Jacob Gerharter, PG Sales
jacob.p.gerharter@cummins.com
+1 3133501262

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION*

OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

05.01.2023

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under

this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim

arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

26. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment.

Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



LETTER TO THE LIVONIA CITY COUNCIL

13.

Engineering
July 11, 2023

MEETING DATE

S072423/R080923

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT:
Engineering Division, re: from Livonia Estates Limited, in conjunction with the construction of a storm drain system that provides adequate drainage for the Allied Commerce Center Building #5, located at 31800 Enterprise Drive, in the Southeast 1/4 of Section 27.

BACKGROUND DETAILS

In conjunction with the development of the property located on the west side of Merriman Road, north of Plymouth Road, the City of Livonia required the proprietor to construct a storm drainage system to provide adequate drainage for the site at their own expense. In reference to this storm sewer system, the office has received the attached storm water maintenance agreement from the owner, Livonia Estates Ltd., c/o Hove Street Properties Limited, 1 Yorkdale Place, Suite 602, Toronto, Ontario M6A 3A1 requiring them to reimburse the City for any such maintenance that may become necessary.

The Engineering Division has approved the storm sewer plans and respectfully recommends that the City Council take the actions:

- Accept the Storm Water Management System (SWMS) for Allied Commerce Center Building #5, 31800 Enterprise Drive, Livonia, Michigan 48150, located on the west side of Merriman Road, north of Plymouth Road, in the S.E. ¼ of Section 27.
- Authorize the Mayor and the City Clerk to execute the Storm Water Facilities Maintenance Agreement on behalf of the City.

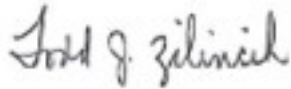
PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

- Accept the Storm Water Management System (SWMS) for Allied Commerce Center Building #5, 31800 Enterprise Drive, Livonia, Michigan 48150, located on the west side of Merriman Road, north of Plymouth Road, in the S.E. ¼ of Section 27.
- Authorize the Mayor and the City Clerk to execute the Storm Water Facilities Maintenance Agreement on behalf of the City.

ATTACHMENTS

1. S072423 LTC Storm Water Agr Livonia Estates Ltd
2. Signed Allied Commerce Center Bldg. #5 Storm Water Agreement

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: July 12, 2023



Don Rohraff, Director of Public Works

Date: July 12, 2023



Paul Bernier, City Attorney

Date: July 13, 2023



Maureen Miller Brosnan, Mayor

Date: July 13, 2023

STORM WATER FACILITIES MAINTENANCE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the City of Livonia, a municipal corporation, with principal offices located at 33000 Civic Center Drive, Livonia, Michigan 48154, hereafter "City" and

Livonia Estates Limited

an Ontario limited company, c/o Hove Street Properties Limited with principal offices located at 1 Yorkdale Place, Suite 602, Toronto, Ontario M6A 3A1 hereafter "Proprietor".

RECITALS

1. The Proprietor has developed certain property located in the City of Livonia, Wayne County, Michigan, as the Allied Commerce Center Building #5, as more particularly described in Exhibit "A" attached hereto (the "Property") which accommodates storm water from property developed by others that includes 31800 Enterprise Drive, Livonia, Michigan 48150 ("Development").
2. The Proprietor constructed a storm drainage system that provides adequate drainage to the Development.
3. Such storm drainage system encompasses or impacts storm runoff from the Development.
4. The City has issued a permit ("Permit") in the County of Wayne, Michigan, a public body corporate ("City") authorizing the construction, operations and maintenance of the storm drainage system which is located within the Development and/or the City of Livonia's, the Wayne County Office of Public Services' and/or the Michigan State Highway Department's right-of-way and/or drain, on the Property, as long as the Proprietor assumes jurisdiction for the operation and maintenance of the storm drainage system referred to in the Permit.
5. The Permit signed by the City benefits the Proprietor and the Development.
6. The City and Proprietor desire to transfer certain responsibilities of the City to the Proprietor and its successors and confirm the terms and conditions of such transfer of responsibility by this agreement between the City and Proprietor.

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits to be derived hereunder, the receipt, adequacy and sufficiency of which is hereby acknowledged, the City and the Proprietor agree as follows:

1. The Proprietor shall assume the obligations of the City under the Permit, as follows:
 - a. The Proprietors agree they will maintain, at their own expense, the storm drainage system which is located on the Property and/or the

City of Livonia's, Wayne County Office of Public Services' and/or the Michigan State Highway Department's right-of-way and/or drain, and on the Development described in the Permit. The City may enter upon the Property for the purposes of maintaining said storm drainage system, if the Proprietor fails to do so. Notwithstanding an emergency event to prevent flooding or anything to the contrary contained herein; (i) the City shall give the Proprietor notice of any failure to maintain the storm drainage system as specified herein; (ii) Owner shall have thirty (30) days after said notice to cure the failure; and (iii) only after Owner's failure to cure the failure within said thirty (30) days or fails to commence and prosecute said cure diligently to completion if such failure is of a type that cannot be cured within said 30-day period, shall the City have the right, but not obligation, to maintain the storm drainage system in which event the Proprietor agree to pay the City all charges and expenses incurred thereon.

- b. In the event of any failure or settlement in the private road or parking lot, resulting from the said storm drainage system, the Proprietor shall take immediate steps to correct the situation so that the public health, safety and welfare shall not be endangered nor the private road or parking lot improvement damaged.
2. Notwithstanding the Proprietor's assumption of the liabilities of Paragraph 1 hereof, the Proprietor shall retain jurisdiction over the storm drainage system and its rights and remedies under the Permit and any applicable statute, ordinance, rule or regulation are hereby preserved. Without limitation of the foregoing, Proprietor, its successors and assigns, at its sole cost and expense shall perform maintenance of the storm water facilities described in the City of Livonia's Storm Water Management and Long-Term Maintenance Plan as Exhibit "B" attached hereto and incorporated herein by reference.
3. The Proprietor, its agents, representatives, successors and assigns shall defend, indemnify and hold the City harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omission in such regard) of the storm drainage system referred to in the permit hereto, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by the City in connection with such Claims or the enforcement of this Agreement.
4. In accordance with 1976 PA 453, the parties hereto covenant: (1) not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, sex, age, height, weight or marital status.

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this _____ day of _____, 20_____, before me, a Notary Public in and for said County, appeared Maureen Miller Brosnan and Susan M. Nash to me personally known, who, being sworn, did for themselves say that they are respectively the Mayor and the City Clerk of the City of Livonia, the municipal corporation named in and which executed the within instrument and acknowledged said instrument the free act and deed of said municipal corporation.

Notary Public

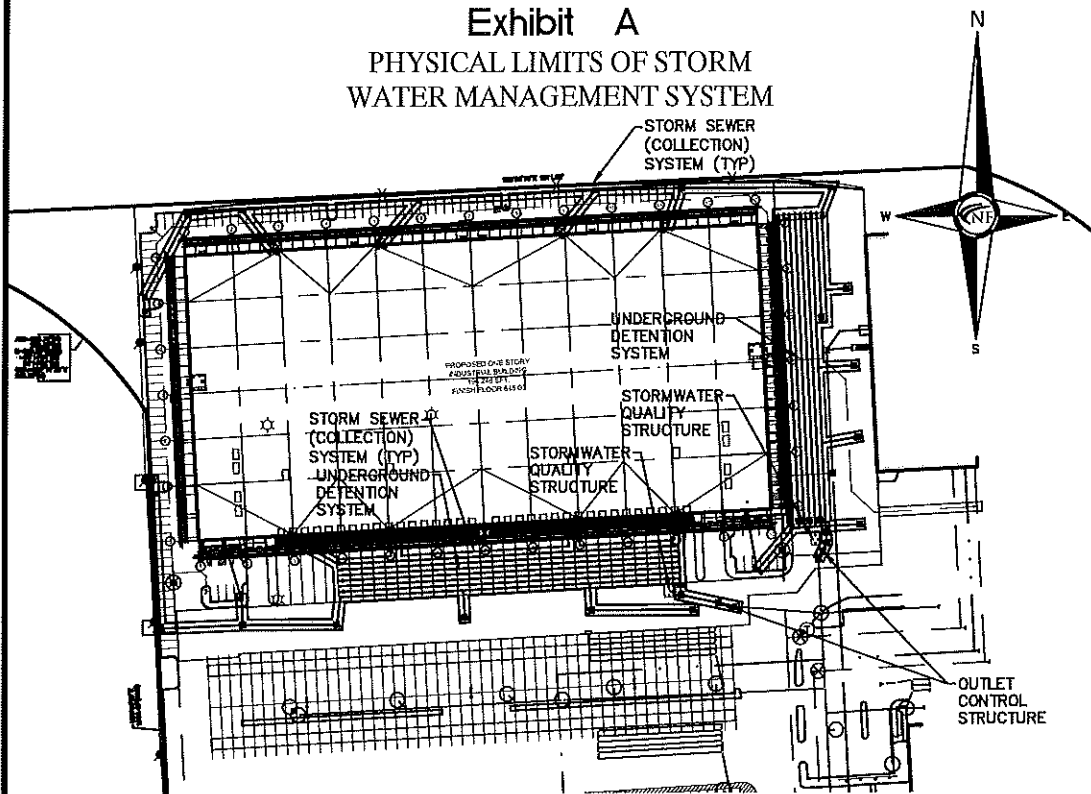
_____ County, Michigan
My Commission Expires On:

INSTRUMENT DRAFTED BY:
Todd J. Zilincik, P.E.
City Engineer
City of Livonia
12973 Farmington Road
Livonia, MI 48150

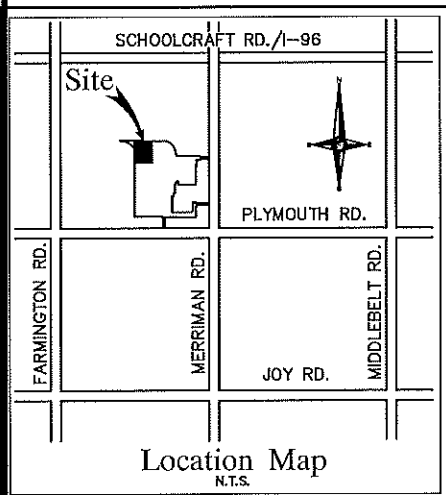
WHEN RECORDED RETURN TO:
City of Livonia
12973 Farmington Road
Livonia, MI 48150
Attn: Engineering Division

Engineering:M:Storm Water Facilities: Agreement

Exhibit A PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM



LEGAL DESCRIPTION



A PARCEL OF LAND BEING PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 27 AND PROCEEDING THENCE S.00°08'10"E., 558.00 FEET ALONG THE EAST LINE OF SECTION 27; THENCE N.89°30'10"W., 80.00 FEET TO THE POINT OF BEGINNING BEING ON THE WEST RIGHT-OF-WAY LINE OF MERRIMAN ROAD (120 FEET WIDE); THENCE ALONG SAID WEST RIGHT-OF-WAY LINE S.00°08'10"E., 60.00 FEET; THENCE N.89°30'10"W., 240.00 FEET; THENCE S.00°08'10"E., 30.32 FEET; THENCE N.89°28'10"W., 100.00 FEET; THENCE S.00°08'10"E., 149.17 FEET; THENCE N.89°21'50"W., 23.00 FEET; THENCE S.00°08'10"E., 543.09 FEET; THENCE N.89°05'30"W., 501.21 FEET; THENCE N.00°05'08"E., 91.97 FEET; THENCE N.89°54'52"W., 44.00 FEET; THENCE S.00°05'08"W., 49.88 FEET; THENCE N.89°05'30"W., 40.56 FEET; THENCE S.00°05'52"E., 17.48 FEET; THENCE N.89°54'08"W., 18.48 FEET; THENCE S.00°04'30"W., 288.70 FEET; THENCE N.89°58'00"W., 32.32 FEET; THENCE S.00°04'30"W., 80.17 FEET; THENCE N.89°58'00"W., 48.74 FEET; THENCE S.00°04'00"W., 445.97 FEET; THENCE S.89°54'52"E., 588.91 FEET; THENCE N.45°08'08"E., 42.43 FEET; THENCE N.00°05'08"E., 248.08 FEET; THENCE S.89°22'20"E., 67.75 FEET; THENCE S.00°08'10"E., 17.84 FEET; THENCE S.89°22'20"E., 383.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID MERRIMAN ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE S.00°08'10"E., 60.00 FEET; THENCE N.89°22'20"W., 383.00 FEET; THENCE S.00°08'10"E., 348.00 FEET; THENCE N.89°22'20"W., 883.25 FEET; THENCE S.00°08'10"E., 315.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PLYMOUTH ROAD (120 FEET WIDE); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE N.89°22'20"W., 60.00 FEET; THENCE N.00°08'10"W., 315.00 FEET; THENCE N.89°22'20"W., 808.68 FEET TO A POINT ON THE EAST LINE OF FARMINGTON-PLYMOUTH INDUSTRIAL COMPLEX AS RECORDED IN LIBER 84, PAGE 46, WAYNE COUNTY RECORDS; THENCE ALONG SAID EAST LINE THE FOLLOWING FOUR (4) COURSES: 1) N.00°04'30"E., 1928.45 FEET; 2) 252.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS=399.25 FEET, CENTRAL ANGLE=39°14'52", CHORD=347'10"13 W., 248.38 FEET); 3) N.89°21'39"W., 60.69 FEET; 4) 167.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS=399.25 FEET, CENTRAL ANGLE=23°59'32", CHORD=N.77°28'24"W., 165.97 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF C&O RAILROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY S.89°28'10"E., 1311.88 FEET; THENCE S.19.68 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS=388.10 FEET, CENTRAL ANGLE=49°45'34", CHORD=S.47°06'48"E., 308.73 FEET); THENCE S.22°17'00"E., 78.00 FEET; THENCE 143.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS=388.10 FEET, CENTRAL ANGLE=22°21'28", CHORD=S.11°06'15"E., 142.73 FEET); THENCE S.00°04'30"W., 4.91 FEET; THENCE S.89°55'30"E., 671.03 FEET; THENCE S.00°08'10"E., 28.86 FEET; THENCE S.89°30'10"E., 240.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,110,583 SQUARE FEET OR 71.41 ACRES.
TAX ID NO.: 108-99-0008-004

Address:
31800 Enterprise Drive
Livonia, MI 48150

APPLICANT:
LIVONIA ESTATES LIMITED
1 YORKDALE PLACE
SUITE 602
TORONTO, ON M6A2V1

ENGINEER:
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVENUE
PONTIAC, MI 48342

LEGEND

	CITY OF LIVONIA STORM MAINTENANCE RESPONSIBILITY
	STORM SEWERS & STRUCTURES

SCALE DATE DRAWN
1" = 160' 01-18-22 JEL

NF
ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

JOB NO. SHEET
A849-15 1 of 1

EXHIBIT "B" - STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN

A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to this long-term maintenance plan (Plan) is depicted on Exhibit A to the permit and includes without limitation the storm sewers, catch basins, manholes, inlets, manufactured treatment system, underground detention system, flow restrictor structure and outlet pipe that conveys flow from the underground detention system to an existing storm manhole within the site. For the purposes of this plan, this SWMS and all of its components as shown in Exhibit A is referred to as "Livonia Estates Limited".

B. Time Frame for Long-Term Maintenance Responsibility

2021 Logistics Building is responsible for maintaining the Livonia Estates Limited SWMS including complying with applicable requirements of The City of Livonia soil erosion and sedimentation control program until The City of Livonia releases the construction permit. Long-term maintenance responsibility for the Livonia Estates Limited SWMS commences when defined by the maintenance permit issued by the City. Long-term maintenance continues in perpetuity.

C. Manner of Insuring Maintenance Responsibility

The City of Livonia has assumed responsibility for long-term maintenance of Livonia Estates Limited SWMS. The resolution, by which The City of Livonia has assumed maintenance responsibility is attached to the permit as Exhibit C. Livonia Estates Limited through a maintenance agreement with the City of Livonia, has agreed to perform the maintenance activities required by this plan. The City of Livonia retains the right to enter the property and perform the necessary maintenance of the Livonia Estates Limited SWMS if Livonia Estates Limited fails to perform the required maintenance activities.

To ensure that the Livonia Estates Limited SWMS is maintained in perpetuity, the map of the physical limits of the storm water management system (Exhibit A), this plan (Exhibit B), the resolution attached as Exhibit C, and the maintenance agreement between the City of Livonia and the property owner will be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded documents will be provided to the City.

D. Long-Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance and remedial actions). Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed.

TABLE 1 STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE							
	SYSTEM COMPONENTS	Storm Collection System (Sewers, Swales, Catch Basins, Manholes)	Manufactured Treatment System	Detention Basin	Flow Restrictor Structure & Outlet Pipe	Pavement Areas	FREQUENCY
Monitoring/Inspection							
Inspect for Sediment Accumulation/Clogging		X	X	X	X	X	Annually
Inspect For Floatables, Dead Vegetation & Debris		X	X	X	X	X	Annually & After Major Events
Inspect For Erosion And Integrity of System		X				X	Annually & After Major Events
Inspect All Components During Wet weather & Compare to As-Built Plans		X	X	X	X	X	Annually
Ensure Maintenance Access Remain Open/Clear		X	X	X	X	X	Annually
Preventative Maintenance							
Remove Accumulated sediments		X	X	X	X	X	As Needed (See Note Below)
Remove Floatables, Dead Vegetation & Debris		X				X	As Needed
Sweeping of Paved Surfaces						X	As Needed
Remedial Actions							
Repair/Stabilize Areas of Erosion		X				X	As Needed
Replace Dead Plantings & Reseed Bare Areas		X					As needed
Structural Repairs		X	X	X	X	X	As Needed
Make Adjustments/Repairs to Ensure Proper Functioning		X	X	X	X	X	As Needed

NOTE: Manufactured treatment system and underground detention system to be cleaned according to the manufacturer's recommendations; at a minimum, whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed.

PROJECT: 31800 Enterprise Drive Livonia, MI 48150	PROPERTY OWNER: Livonia Estates Limited 1 Yorkdale Place Suite 602 Toronto, ON M6A2V1 Contact: Mr. Mitch Abbey	ENGINEER: Nowak & Fraus Engineers 46777 Woodward Avenue Pontiac, MI 48342-5032 Phone: (248) 332-7931 Fax: (248) 332-8257	DATE: 7 / 11 / 2023
			SHEET 1 OF 1



LETTER TO THE LIVONIA CITY COUNCIL

4.

City Clerk
July 10, 2023

MEETING DATE

S072423/R080923

PREPARED BY

Lori Miller, MiPMC, Deputy City Clerk,

AGENDA ITEM

BLOCK PARTY: Maggie McGrane, re: to be held Saturday, August 26, 2023, from 2:00 p.m. to 10:00 p.m., on Rayburn Street, between Williams Street and Levan Road, with no rain date requested.

BACKGROUND DETAILS

Block party on Saturday, August 26, 2023 from 2:00 p.m. to 10:00 p.m. on Rayburn Street, between Williams and Levan. Event to include kid games, water slide, music, and BBQ. Approximately 60 residents may attend.

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

Approve as submitted.

ATTACHMENTS

1. Rayburn Block Party Request

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: 7-10-23 Date to appear at a Council Meeting: _____

Name of Neighborhood Representative: Maggie McGrane

Address (please include zip code): 36730 Rayburn Livonia, MI 48154

Telephone Number with area code: Home: 734-968-6920 Office: _____

Email: ms.maggie.mcgrane@gmail.com

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

<u>August 26, 2023</u>	<u>n/a</u>	<u>2 - 10 pm</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).

Rayburn Street between Williams + Levan

Type of Event: Briefly (Describe activities planned. Music, barbecue, games, etc.) _____

Kid games, water slide, music, BBQ

How many barricades are you requesting (max. 10)? 4

Approximate Number Attending: 60

Date of Council Approval/Denial: _____

Council Resolution Number: _____

2023 JUL 10 PM 1:42
OFFICE OF THE CITY CLERK
RECEIVED

Kasprowicz, Sara

From: Kasprowicz, Sara
Sent: Wednesday, July 26, 2023 11:03 AM
To: Bahr, Scott; Donovic, Rob; Jolly, Jim; McCullough, Brandon; McIntyre, Kathleen; Morgan, Scott; Toy, Laura
Cc: Taormina, Mark
Subject: Hunters Grove Condo decision (PH071723)

Council,

Mr. Watkins from Hunters Grove Condo Association (Petition 2000-12-02-38) called to say they will be going with vegetation in lieu of the vinyl privacy fence requested at the Public Hearing on 7/17/23.

He was very thankful for the kindness of the Councilmembers and was specifically gracious of the advice of Scott Morgan. His suggestion to do a cost analysis of the fence is what led to their decision.

This change no longer requires Council approval, and they will not need to attend the Regular meeting on August 9.

Jim, if you would like them formally removed from the Regular agenda, please let me know.

Sara

Sara Kasprowicz

Program Supervisor

City of Livonia | City Council Office

(734) 466-2250

skasprowicz@livonia.gov

**CITY OF LIVONIA
PUBLIC HEARING**

11.

Minutes of Meeting Held on Wednesday, July 19, 2023

A Public Hearing of the Council of the City of Livonia was held at the Livonia City Hall Auditorium on **July 19, 2023**.

MEMBERS PRESENT: Jim Jolly, President
Laura Toy, Vice President
Kathleen McIntyre
Scott Morgan

MEMBERS ABSENT: Scott Bahr
Rob Donovic
Brandon McCullough

OTHERS PRESENT: Paul Bernier, City Attorney
Mark Taormina, Planning and Economic Development Director
Sara Kasprowicz, Recording Secretary

The Public Hearing was called to order at 7:00 p.m. with Council President Jim Jolly presiding. This item is regarding an **appeal of the denial of the Planning Commission** regarding Petition 2000-12-02-38 submitted by Craig Girard, on behalf of Hunters Grove Condominium Association, requesting to amend Council Resolution #785-01 and the approved site plan to replace existing landscaping with a vinyl privacy fence, located on the east side of Newburgh Road between Five Mile Road and Ladywood Road in the Southwest ¼ of Section 17.

This item will be moved to the Regular Meeting of **August 9, 2023**.

The Public Hearing is now open. There were 23 persons in the audience.

Jolly: Good evening. Okay, so there are two public hearings that are on the agenda. The second of those has been requested at the notice of the Petitioner to be removed from the agenda. That's regarding the properties at 19380 and 19384 Newburgh Road. That's item number two. We will remove that from the agenda at the request of the petitioner. Item number one is the appeal of the denial of the petition regarding petition. 2000-12-02-38 submitted by Craig Gerard on behalf of Hunters Grove Condominium Association, requesting to amend Council Resolution CR 75-01. The approved site plan to replace the existing landscaping with a vital privacy fence located on the east side of Newburgh Road between Five Mile Road and Ladywood, in the southeast, southwest quarter of Section 17. So, that being a Public Hearing, the main goal of a Public Hearing is for the Council, or the members of the Council, we don't need a full board for this, obviously, for us to hear from the public in regards to why they think we should or should not support this particular petition. I'm

going to start off tonight by going to Mr. Taormina, he's our Economic Development Planning Director. He will give us a recitation of what's going on. If there's a petitioner here after that, the petitioner is free to speak to present their perspective. And then anybody else who would like to speak is welcome to as well. I would just ask, for the sake of everybody here, we are listening, so, we don't have to be repetitive in our comments. Okay? Just to be respectful of everybody's time, and so we can attempt to focus on anything new that is being said. With that Mr. Taormina, the floor is yours,

Taormina: I think, and I apologize because the TV is not working or at least the input from my computer is not finding its way to the TV. So, I'll just describe this request. It is to amend and approve the site plan and landscape plan for Hunters Grove Condominiums. I think everyone knows where Hunters Grove, it's on Newburgh Road, just north of Five Mile Road. The development was approved in 2001. It has 36 attached cluster condominiums. It was approved as a planned residential development, mainly because of the parcel's narrow depth which is about 200 feet from Newburgh Road back. And as a result, the distance between the right-of-way on Newburgh Road and the rear of the adjacent condominiums is only 30 feet. Within this area the approved plan and showed a four-foot height planted berm with various trees and shrubs, it still has various trees and shrubs located on it. The plan shows eleven sugar maples evenly spaced along the right-of-way of Newburgh Road. However, those maples were later replaced with Bradford pear trees. The proposal, with many of the existing plants beginning to die and thin out, the condominium association is requesting to remove the original planted material, flatten the top of the berm and then install a six-foot-high vinyl privacy fence. The fence would be installed on top of the flattened berm, which would go from about three or four feet to one and a half feet in height. And then the fence would run the full length of the property, which is nearly 800 feet from the right-of-way, the fence would be set back about five and a half feet from the from the edge of the property line and that's six and a half feet from the sidewalk along Newburgh Road. The fence would stop short of the two driveways that provide ingress and egress to the condominiums. This would allow for proper sight distance for both motorists and pedestrians on the sidewalk. There is new landscaping proposed that would be placed in front of this new fence, right along with the remaining part of the berm between the sidewalk and the berm, again, it's only about five and a half feet. In that area, they would plant a variety of shrubs, ornamental grasses and flowers. Planning Commission held a public hearing on this item. It did deny it and it's the reason for the appeal of why this item is here before you. So, with that, Mr. Chairman, I'll be happy to answer any questions that you may have.

Jolly: So, I'll kick us off in regards to questions. So, two things come to mind initially. One, the fence being on top of the berm. Do we have anything

like that elsewhere in the city? And do we have an expanse of 800 feet being fenced somewhere like this in the city?

Taormina: You know, the 800 feet might be unique. The placement of the fence on top of the berm it's probably not out of the ordinary. There's obviously plenty of vinyl fences that run along our major roadways, where residential, mostly single family, abuts those major roadways. In some areas, there might be shallow berms again, this is about one and a half feet in height. So, it's not going to stand up to high, it'll be somewhat noticeable, but that'll allow that room for those plantings. The 800 feet, I can't think of anything offhand. A single continuous, while again, this will be broken up in a couple pieces because of the driveways. But that might be unique for the city.

Jolly: Okay. For the record. I'm the Council President Jim Jolly. I'm joined by the Council Vice President Laura Toy and Councilman Scott Morgan, here. Our other colleagues were not able to be here tonight. So, with that, Ms. Toy, do you have any questions?

Toy: Yes, just a couple of to Mr. Taormina, and if I may, was it a unanimous denial? Or do you recall?

Taormina: I don't recall. I don't believe it was unanimous.

Toy: And if I'm clear, you mentioned the berm it's going to be flattened and the fence will be put up with landscaping?

Taormina: Yeah, so that berm, and it's in your packet. Again, I apologize for not being able to show this right now, the berm has probably about as high as this table, and that's going to be lowered. Right now, it basically angles up and then dropped straight down, that's going to be flattened to about a foot, foot and a half in height. And then on top of that is where the fence would go.

Toy: Would you suggest or know if the vegetation was maybe aging and maybe struggling a little bit because of the uniqueness of where that location is in regards to the street?

Taormina: You know, it's probably a combination of factors. Okay, so, it's located on a major road. So, it is subject to a lot of, severe wind as well as salt wash and, and those types of things. The plantings, you know, they were spaced very close together, that may have had an impact on their ability to survive. The soils may have been a factor. So, there was a number of things. It looked well, I mean, it looked great for 10 or 15 years, but then it started to deteriorate after that.

Toy: Thank you. Thank you, Mr. Chair, that's all I had.

Jolly: Mr. Morgan.

- Morgan: Yeah, I have a couple questions. First of all, in the ordinance, what was the reason, the specific reason for denial? Could you maybe elaborate on that? Was it the length of the fence the height of the fence because of it sitting on a berm or are those fences are just not allowed in that area?
- Taormina: I apologize. I did not go refresh my memory on the discussion prior to tonight's meeting. But as I recall, if some of the Commissioners were concerned that it was it was the length of the fence. And it's how close it was to the to the road right-of-way. And the visual intrusion, if you will, that it would represent, that's about what I remember. How much they articulated those concerns and if those are shown in the minutes, and I can't remember.
- Morgan: Can you maybe elaborate? Do you have any idea why this was or what the violation is?
- Bernier: It wouldn't be a violation necessarily of our ordinances on the fence. However, it was, they had to come through the Planning Commission because of the prior site plan. So, the site plan didn't allow for it and so, if they want to change the site plan, they have to come back to Council. There are provisions that allow for a six-foot privacy fence. And quite frankly, I didn't look into it. I don't know if...it probably would be allowed if all other conditions were met, but I can't give you an answer to that.
- Jolly: Mr. Taormina, if they were gonna go through the process of cutting down the height of the berm, why leave the berm at all? I don't know, did that come up at all or?
- Taormina: I believe that, and I'm gonna let the landscaper address this issue, there is a retaining system along the side of the berm that faces the residences. And I believe that may have some impact on why or some maybe part of the reason if they removed that retaining system that might cause some drainage issues. I'm not sure I'll let them answer it. I think too, you know, they do get an extra foot out of it, which is for screening I think would be helpful, because they do have some raised decks directly behind that area. So, it gives them a little bit of additional privacy, an additional foot or so.
- Jolly: Thank you, sir. Petitioner, the floor is yours. If we can, let's try to limit your presentation to five to ten minutes if we can and we can get to anybody else.
- Watkins: My name is John Watkins. Craig Gerard is our manager, he was the Petitioner, he did that on our behalf. He unfortunately couldn't be here for to answer any questions. I took pictures to explain this. Up and down in

Newburgh Road. As late as last year, white fence was put in within two blocks. I gave pictures, I've turned them in.

Jolly: I don't think we have them we'll try to review them.

Watkins: In short. Within two blocks with our condo, there's privacy fences all over. Okay. And why we're doing this is, we're 36 units and quite a few of the folks showed up tonight. The reason we want the privacy fence is, we're trying to cut down on our expenses, okay. To try to maintain those trees is really expensive, and like I said, we're only 36 of us. So, they've been in there awhile. What's happening, I can answer you on the berm. What's happening on the berm already is, I go walking at 530 in the morning. So, I noticed this morning that there's mud on the sidewalk out there and it's coming down because of the rain is coming down onto the sidewalk. So, it would probably be better, and we've got somebody here to answer that.

Jolly: Do you have a position with the association?

Watkins: Yeah, I'm the President.

Jolly: Okay. Thank you.

Soerens: My name is Glenn Soerens, the Civil Engineer for the site plan. Okay. So, to answer the question about the berm, currently, it's about three feet high, it's proposed to be cut down to about one and a half feet. A lot of that settlement will come once the trees get cut down and the roots get taken out. But the reason to have the berm there is to raise the fence a little bit to keep the sight distance of the people in the backyard sitting on their decks not being able to see over the top of the berm and see the traffic and also the traffic not being able to look and see the residents in their backyard. As Craig mentioned, those trees are evergreens have been there for 20 years that are dying, and there's no privacy anymore. They're just dead on the inside. And they're apparently getting killed on the maintenance of the irrigation and trying to keep these trees alive and the trees are falling. And actually, in some of the spring storms, they fell over on the houses. So, they're trying to get something that's less maintenance, less cost and a lot easier maintenance. So, I know you have questions about the Planning Commission. I wasn't at it, but I know the vote was two in favor and four against, so it was not unanimous. And just reading from some of the minutes I think they had, there was a lot of mention about the fence being white. And there is a note on the plans, it says to be tan or almond in color. Also, since the TVs aren't working, you don't have the updated rendering that I could pass around if you haven't seen it. It was supposed to be tan or almond in color. And these documents that I found in the beginning are just trying to keep costs down. Yeah, it's gonna be a tan or almond, so, it's not going to be as stark as the pictures that were

shown on the front of the site plan, it's not going to be as stark as I looked at the site plans.

Jolly: While my colleagues look at them, so, I run, I live about a mile from where you're at right up Newburgh and I run in front of this berm quite often. And I noticed that the trees are getting very unwieldy. That's the best way to put it. It's very noticeable.

Watkins: There was some concern, Mr. Jolly, with a color back at the other meeting, the gentleman looked at me and asked if this is going to be white. No, because my better half told me no, it's not going to be white. So, the other thing is the trees, the pear trees that are in front, that kind of softens it too, along the road. That softens it down too, and what we've done also, just to let you know, on the inside, we've had mulch and it costs so much every year to replace it. So, what we've done is, we hired a company to come in and put stone and that's helping us with our budget. So, everything that was around this, we were trying to get it where it really looked like, and we want it to be nice. And when they said it wasn't up in the area, they just put one in last year and it's all along, if you run along there, that white one, there was one gentleman had 10 years ago, and then this, his neighbor added on here. So, it's a big, long run. It's almost the block long. I can't remember the street there, I'm sorry. But if you run around and you'll see it there, they're all over. The fences are all over Newburgh within two blocks, we have probably four fences.

Jolly: Right. So, is there anything else from the Petitioner?

Watkins: Nothing unless you have a question for me.

Jolly: Nothing at this point. Well, before we go to the audience, we're being joined by our colleague, Ms. McIntyre. Sometimes these meetings come up, and we don't know. So, we plan accordingly. Ms. Toy.

Toy: Mr. Chair, I kind of have the crux of it, I don't job, no offense to our President because God bless him for doing it, my jogging days are over. But I am familiar with the area. I knew people that lived in there, I, you know, I just a whole host of things. I have absolutely no problem offering a approving on this at this point, I really don't. I think, for what has been said by both our City Planner and others, yourselves, it makes perfect sense what you're trying to do. I can empathize with you in regards to the condo, I used to live in a condo, my business partner lives in a condo, I know the hassles you go through, and the expenses you go through are outrageous. And if you have to hire a management company, it's even more, it adds more cost to the homeowner. So, we want to keep you in Livonia to keep you happy and your group doesn't look like you're going to trash the place. So, I'm going to offer an approving, Mr. President, I think these people have given us a very good story and good cause.

- Jolly: Okay. So, I have similar opinions as Ms. Toy. The only thing I would say that is important to me is that there is a long length of fence there. So, it's very important that the sharp shrubs in the plans, break that up and soften that. So, I don't think any of us want to be looking at the stark color for any 800-foot length of area. So, I think so long as the landscaping is reflected the way the gentleman showed me, I would be okay with it as well. And I know my colleague, Mr. Morgan wants to speak as well.
- Morgan: Yeah, I just I had a question for you. Just out of curiosity, I should remember is kind of complex, but you may not know, have you done a cost analysis as far as what the fence costs, versus replacing the trees and things like that?
- Watkins: A lot of the trees, from what I'm told, Mr. Gerard, he by the way, Craig lives at our place, so we do it, and you know, he does it for a heck of a lot less money than if we had to hire, at least twice a consultant or manager. He we haven't done that yet. We are going to do that. All we needed was permission from you. We didn't want to go ahead and start checking this out. It's a good question because Craig is in Florida right now and he told me, he said we should get together and try it out, maybe we can put some other type of foliage that would give privacy. The fence seemed to be an idea for the folks that live there, there are quite a few older folks, myself included, and we just feel a little more safe with that along there. The problem with the weather, sir, is we get the winds come along there, and it actually blows them over. They wanted us to put arborvitaes in there, this last storm we had most of our arborvitaes were laying down on the ground. So, we thought about that, now, that won't work. So, but we are going to do it, if you give us the permission, we don't know if we're going to actually put the fence up or put more foliage in there. We just don't know we're going to do a cash cost analysis on it.
- Morgan: Okay. The reason I'm asking is because you know, those fences are very, very expensive, 800 feet of that is, that's going to be an enormous cost. And then to maintain those type of fences because they have to be cleaned pretty much yearly, or they will start to fade and get mud and everything else on. So, I'm just throwing that out there. Because you know, I mean, everyone here that you live there, so if you want it I'm okay with that. As long as it looks good.
- Jolly: Yeah, I think so far, you're being shown that you have the support of three of us up here. If I can be a little non-conventional in regards to, is there anybody here who would like to speak against this fence? If you wouldn't mind come up to the podium here, because I presume everybody else is in favor of the fence. Good evening, ma'am. Please tell me your name and address and you'll have three minutes to voice your concerns.

Hicks: Thank you. My name is Vicki Hicks. I live at 37578 South Sherwood Court directly across from this facility. I've lived there for 44 years, and I've been there longer than this facility has existed. I also have a Michigan builder's license 210194935 and I am a certified nursery woman with the Michigan Nursery and Landscape Association. I am very much against this because, as it's been said, there is not a facility that has this much privacy fence being put up anywhere in the city. In addition to which, I traveled from Plymouth Road to Eight Mile Road along Newburgh, there are approximately 12 fences down in Newburgh in that mileage. And if you put all of those together, they would not equal as much fencing is proposed for this facility.

Jolly: If you don't mind, please keep your comments. Be respectful.

Hicks: Thank you. Putting this much fence up whether it is white, or whether it is almond or tan, it's still going to look like an industrial complex from our side of the world. I understand that trees do grow and they do die. They've died on my property as everybody else's has my arborvitae fell over as well. Fortunately, I stood mine up and they're still alive. But I don't want to live where it looks like I live next to an industrial complex with so much fencing up. In addition to being spoken about the fact that the berm would be lowered to one and a half feet. And then you're going to put a six-foot privacy fence on top of it, which must be six inches above the ground level, which now means that the fence is eight feet tall, which is not allowed for anybody else in the city of Livonia. So why should this one be able to have an eight-foot-tall fence?

Jolly: Is it all you would like to say ma'am?

Hicks: Yes. Thank you.

Jolly: Thank you very much. Is there anybody else here in opposition to this petition? Is there anybody here in favor of it who would like to add anything to the gentleman's comments, the Petitioners? If you'd like to comment, please come up to the podium. Please start by identifying yourself with your name and your address.

H. Watkins: Helen Watkins. You said you wanted my address?

Jolly: I have to ask for it if you want to give it.

H. Watkins: 15707 Hunter Grove. Our condo, my husband and my condo, are facing Newburgh. We paid a lot of money for that condo. That condo has gone up in value quite a bit. But I think anybody coming to buy a condo along the road would not buy it. You cannot sit on the deck. People are walking by peering at you. Traffic is unbearable with the noise. And I felt that if we had a fence that would kind of soften the sound from the traffic and it would

give me privacy, right that sit there and have a meal. I can't do anything. Now the only thing I can do is let my dog out on my deck.

Jolly: Is that the dog that keeps barking at me?

H. Watkins: That's all I have to say.

Jolly: Thank you ma'am. Anybody else that would like to address this matter. Okay, if there's nobody else from the public wishing to address it, I'm going to close public comments. Okay, public comment is now closed on item 1 of the public hearing. Is there anything else from the Council? I see nothing. Okay, so you do have an approving motion that's been offered by Ms. Toy in regards to this. Because you are asking to fundamentally change the site plan that was approved back in the early 2000s, I'm going to ask you to do a little bit of homework. You don't yet have a cost for the fence. And I think Mr. Morgan is correct, you may find that that is extremely expensive, and it may be something once you determine the cost, that you do not wish to do. Okay. This will be put on a City Council Regular agenda as an item for us to speak about again briefly and then we will vote on it, our other colleagues will be there at that time as well. When that's on the agenda, I want you to come prepared and tell us, we have looked into the cost, we wish to proceed, or we do not wish to proceed. Because I don't want to change a site plan and say you can have a fence. Because if you do that and you don't put the fence there, then you'll be in violation the other way. Does that make sense? Okay, so I appreciate you all being here today. I appreciate your comments as well as the other colleagues who will be here. If you'd like to come that night as well. You're more than welcome to address it that night as well. Okay. If there's nothing else from the Council, August 9, this will be on the Regular agenda for the City Council. Okay, So, you got about three weeks to get that price. I thank you all very much. Good night. The Public Hearing is adjourned.

As there were no further questions or comments, the Public Hearing was declared closed at 7:28 p.m.

HUNTER GROVE CONDOMINIUM ASSOCIATION

July 14, 2023

Dear Livonia City Council Members,

This letter is regarding the site plan to replace landscaping with a vinyl privacy fence and greenery. Per the pictures submitted, the pine trees are dead or dying. Some replacement pine trees were planted and they have died. The Condominium Association is looking to replace the large pine trees with a vinyl privacy fence. The Planning Commission stated that it would be detrimental to the aesthetic quality and appeal of the surrounding area and inappropriately alter the character of the neighborhood. Per the pictures that we have submitted, there are numerous white vinyl fences on both sides of Newburgh Road within two blocks of the Hunter Grove Condos. Another point to be made is that we are going to obtain a gray/tan colored fence to match the brick work of the condos. Along the fence facing Newburgh, we plan on planting low maintenance foliage.

The trees on the boulevard that were planted by the city some years ago will provide some shade to the fence and help with the beautification and appearance of our condos.

In summation, we are a small condo complex consisting of 36 units. We are attempting to lower our maintenance costs as well as keeping our property eye appealing.

Sincerely,

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

John Watkins

President, Hunter Grove Condo Association

Hunter's Grove
City of Livonia, Michigan



Decorative White Vinyl Fences



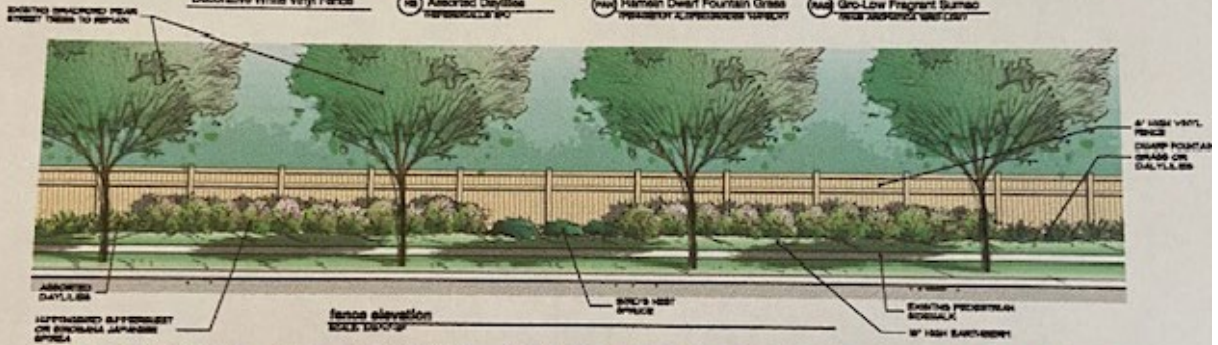
MS Associated Day/Week



 **Hameln Dwarf Fountain Grass**
RESISTANT TO ANTHRACNOSE DISEASE



® Gro-Low Fragrant Sunco



(DAY) Hummingbird Summerweet



PAK Bird's Nest Spruce/
China Rock Mountain



PPA **Abbottswold Shrub Cinquefoil**
Achillea Millefolium



5.39 **Strobila Japanese Spirea**

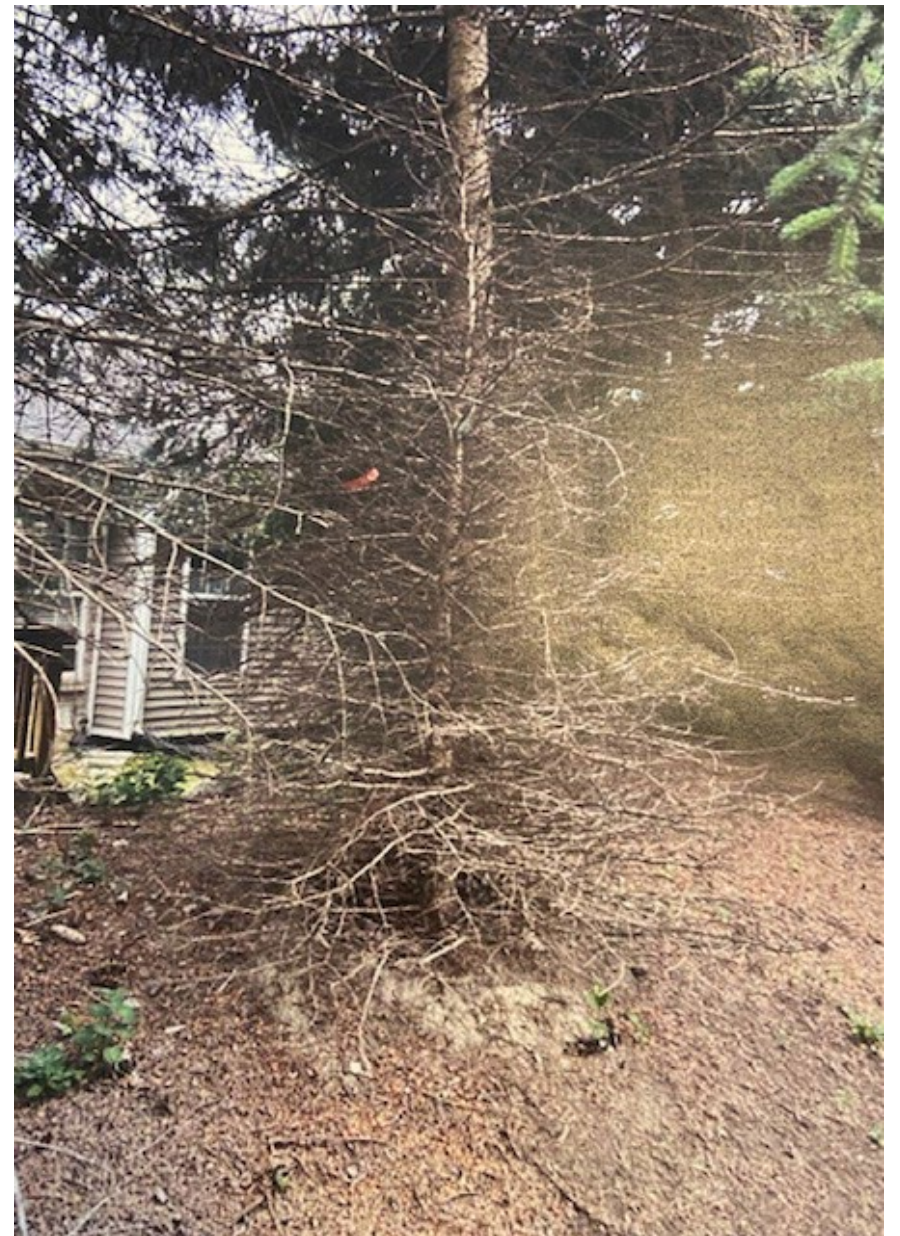


(ml.) Henry's Garnet Sweetapple











LETTER TO THE LIVONIA CITY COUNCIL

1.

Planning
June 19, 2023

MEETING DATE

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

Appeal of the denial of the Planning Commission regarding Petition 2000-12-02-38 submitted by Craig Girard, on behalf of Hunters Grove Condominium Association, requesting to amend Council Resolution #785-01 and the approved site plan to replace existing landscaping with a vinyl privacy fence, located on the east side of Newburgh Road between Five Mile Road and Ladywood Road in the Southwest $\frac{1}{4}$ of Section 17.

BACKGROUND DETAILS

June 19, 2023

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2000-12-02-38 – Hunters Grove

Dear Council Members:

At the 1,200th Public Hearings and Regular Meeting held by the City Planning Commission on June 13, 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)

#06-39-2023 RESOLVED, That the City Planning Commission does hereby recommend to the City Council that Petition 2000-12-02-38 submitted by Craig Girard, on behalf of Hunter Grove Condominium Association, requesting to amend Council Resolution #785-01 and the approved site plan to replace existing landscaping with a vinyl privacy fence, located on the east side of Newburgh Road between Five Mile Road and Ladywood Road in the Southwest $\frac{1}{4}$ of Section 17, be denied for the following reasons:

1. That the petitioner has failed to affirmatively show that the proposed amendment is in the best interest of the City of Livonia.
2. Allowing this type of replacement along the development's Newburgh Road right-of-way would be detrimental to the aesthetic quality and appeal of the surrounding area, and thereby, inappropriately altering the character of the neighborhood.
3. That the proposed transformation would have a negative effect and would set an undesirable

precedent in the area.

4. That the proposed change is incompatible to and not in harmony with the other neighborhoods in the area, and

5. That the landscape screening and berm along Newburgh Road shall be permanently maintained in a healthy condition.

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

AYES: Dinaro, Ventura, Bongero, Wilshaw

NAYS: Long, Caramagno

ABSENT: None

ABSTAIN: None

ATTACHMENTS

1. 2000-12-02-38_2023 Amendment_E-COUNCIL Pkt

APPROVED BY



Mark Taormina, Planning and Economic Development Director

Date: June 20, 2023



Maureen Miller Brosnan, Mayor

Date: June 23, 2023

Petition 2000-12-02-38 submitted by Craig Girard, on behalf of Hunters Grove Condominium Association, requesting to amend Council Resolution #785-01 and the approved site plan to replace existing landscaping with a vinyl privacy fence, located on the east side of Newburgh Road between Five Mile Road and Ladywood Road in the Southwest ¼ of Section 17.

CITY OF LIVONIA, MICHIGAN
APPLICATION FOR SITE PLAN REVIEW & APPROVAL

All petitions for Site Plan Approval shall be filed with the City Planning Commission, 33000 Civic Center Drive, Livonia, MI 48154-3097. **Filing fee = \$600.00 plus \$20.00 for each 1,000 square feet of gross floor area of new construction, not to exceed a total of \$1,500.00.**

Date Filed: 4-21-23 2023 Amendment To Petition 2000-12-02-38
Site Address: Hunters Grove Ct Sidwell _____
Requesting Approval to Amend Site Plan
Applicant: Craig Girard Business/Company: MC Property Service, LLC
Applicant's Address: 15768 Hunters Grove Ct City: Livonia State: MI Zip Code: 48154
Applicant's Phone # (734) 233.8813 Applicant's Email mcpropserv@yahoo.com
Contact Person: Craig Girard Business/Company: MC Property Service, LLC
Contact's Address: 15768 Hunters Grove Ct City: Livonia State: MI Zip Code: 48154
Contact's Phone # (734) 233.8813 Contact's Email mcpropserv@yahoo.com

Please provide the following information:

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

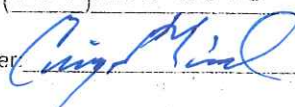
FEE COMPUTATION

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

\$600.00

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

Total Amount Due \$ _____

Owner of Property: Hunters Grove Condominium of Livonia
Owner's Address: 15768 Hunters Grove Ct City: Livonia State: MI Zip Code: 48154
Owner's Phone # (734) 233-8813 Owner's Email mcpropserv@yahoo.com
Signature of Owner:  Print Name: Craig Girard

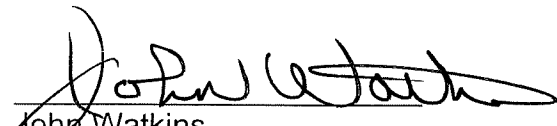
RECEIVED
APR 21 2023
CITY OF LIVONIA
PLANNING COMMISSION

PAID
APR 24 2023
TREASURER'S OFFICE
CITY OF LIVONIA

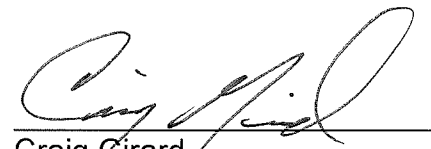
Hunters Grove Condominium

Livonia, Michigan

We (Hunters Grove Condominium Association) want to appeal the decision made by the City Planning Commission on Tuesday, June 13, 2023 to the Livonia City Consul. Our request is to replace existing dead spruce trees with an earth tone privacy fence, located on the east side of Newburg Road between Five Mile Road and Ladywood Road.



John Watkins
President H.G.C.A.
June 14, 2023



Craig Girard
Property Manager H.G.C.A.
June 14, 2023

jfwbadges@att.net



**CITY of LIVONIA
OFFICE OF THE CITY CLERK**

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

Received From: Hunters Grove Condo. Assoc.
Address _____
City _____ Zip _____ Date 6/14/23

CERTIFICATES

Dollar Amount

		Dollar Amount
BIRTHS	☐ LF# _____ CC _____ PARCHMENT _____	

DEATHS	☐ LF# _____ CC _____	

GENERAL		
☐	Maps, Books _____	
☐	F.O.I.A. Copies _____	
☐	Signs _____	
☐	Grading Bond _____	
☒	Petition, Waiver <u>Appeal of Denial</u>	
☐	Election Fees _____	
☐	Other _____	
CASH ☐ CK# <u>1955</u>		Total Amt. > <u>400.00</u>

BY. LM/NB

No. 83203

TREASURER'S COPY

UNAPPROVED MINUTES

1

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

On Tuesday, June 13, 2023, the City Planning Commission of the City of Livonia held its 1,200th Public Hearing and Regular Meetings in the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan.

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

Members present:	Wafa Dinaro	David Bongero	Sam Caramagno
	Glen Long	Peter Ventura	Ian Wilshaw

Members absent: None

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

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

ITEM #4 PETITION 2000-12-02-38

Hunters Grove

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2000-12-02-38 submitted by Craig Girard, on behalf of Hunter Grove Condominium Association, requesting to amend Council Resolution #785-01 and the approved site plan to replace existing landscaping with a vinyl privacy fence, located on the east side of Newburgh Road between Five Mile Road and Ladywood Road in the Southwest ¼ of Section 17.

Mr. Taormina: Thank you. This request would amend the approved site plan and landscape plan for Hunters Grove condominiums, which is located on Newburgh Road just north of Five Mile Road. Hunters Grove is a 36-unit attached cluster development that received a special waiver use approval in 2001. It was approved as a Planned Residential Development, mainly because of the parcel's narrow depth which measures roughly 240 feet. As a result, the distance between the right-of-way along Newburgh Road and the rear of the first row of condominium buildings is only 30 feet. Within this area, the approved plan showed a four-foot-high berm planted with various evergreens, deciduous trees and shrubs. The plan also showed a row of 11 Sugar Maples that would have been spaced evenly along the right of way of Newburgh. However, the maples were later replaced with 26 Bradford Pear trees. Those are the trees that you currently see between the curb and the sidewalk and would not be impacted as part of this project. The current plan removes the original planted material on top of the berm and flattens the top leaving it about one and a half feet in height. For screening, the trees and the shrubs would be replaced with a six-foot high white vinyl privacy fence that would be installed on top of the berm and would run the full length of the property, which is over 800 feet. The new fence would be setback roughly 5.5 feet from the right of way and 6.5 feet from the sidewalk along Newburgh Road. It would stop short of the two driveways to allow proper sight distance for motorists for both the sidewalk and the roadway. The new landscaping, including various species of shrubs, ornamental grasses and flowers would be planted on the side of the fence facing the road, and I believe the petitioner submitted a rendering depicting what that would look like. The types of shrubs that they would plant at the base of the fence are also shown. Mr. Chairman, there is no correspondence related to this site plan amendment petition.

Mr. Wilshaw: All right. We did receive this rendering which the we asked the petitioner to provide at our study meeting, so we appreciate that. Our petitioners are in the audience. Feel free to come forward to our podium and we can discuss this item.

Craig Girard, 15768 Hunters Grove Court, Livonia, MI. I'm also the property manager for Hunters Grove, and I want to pass these pictures that we took as to why we want to do this.

John Watkins, 15207 Hunters Grove Court, Livonia, MI. I am the president of the Hunter Grove Condo Association.

UNAPPROVED MINUTES

Mr. Wilshaw: Thank you, Mr. Girard, Mr. Watkins for coming this evening. Is there anything else that you'd like to tell us from what we've already discussed so far?

Mr. Girard: Now, this is a tough decision by the board and the homeowners to take down the pine trees, because for 20 years, or almost 20 years, they've given us a nice buffer for noise and privacy, and as you can see, by some of the pictures, the privacy is now gone. The noise factors elevated because they're dying, and you can't replace them because they don't sell them because there's a disease for blue spruces and white spruce, that you can't even replant them. And there's one picture there of stuff that we've tried to replant and has died immediately within a year. And we, just to be honest, we can't afford to just keep putting more and more money into this. So, we looked at the fence. We had Mark out almost three years ago, I think it was and showed him what we wanted to do. And this is probably the most economical way for us to do this project. We still will have some type of berm, but we can't leave it at that height because the support for the fence would have to be...the poles would have to be about 12 to 16 feet long. So, we want to taper it and the contractor we looked at doing it is going to spread it all out and seed it in the back. We haven't decided whether we're gonna seed or sod the front. We have sprinklers there so the stuff will live. And that's about all I mean, unless you have any questions.

Mr. Wilshaw: Okay, thank you, Mr. Girard. Is there any questions of our petitioner?

Mr. Wilshaw: Nope. No questions? Mr. Caramagno..

Mr. Caramagno: I know we talked last week or last time you were here let's say. There's no other type of plantings on that berm that would survive? Blue spruce trees? Grass? That grows tall? There is no other landscape options that you feel will suffice.

Mr. Girard: If you do that, you don't get the privacy. That's why we're looking at keeping the berm at about a foot, and then putting a six-foot fence on top. In one of the drawings that was submitted before. shows the sight line from the street and what you can see, and that's the biggest concern for the neighbors. Because if I had my way, I would of pulled those pine trees out already, because three just fell in my house. We had that storm in

UNAPPROVED MINUTES

4

March. And they're really in bad shape, and if we can get started on this this year, we we're going to.

Mr. Watkins: Another issue that we have is a lot of our residents are elderly. And there's a fear factor there, whether it's real or perceived. They feel it. For example, my neighbor's 97 years old next door to me. She's got about four locks on her front door. We have quite a few elderly folks that are fearful. I say that not to be comedic, but they really do fear That's just another point, and we are going to have I think, we are going to have a gate on that.

Mr. Girard: There's going to be one or two gates put in so we can access by walking through to get to this sprinkler timers. And that will be locked on the inside.

Mr. Caramagno: Has there been any thought about leaving the berm higher and putting a shorter fence four-foot fence versus a six-foot fence.

Mr. Girard: Because by the time they come in Anglin construction, I'm sure you're familiar with them. They're going to do the work, and by the time they come in to take these pine trees out. The berm is going to be all distorted anyway, so that's why they're going to take in spread what dirt is left to make it presentable to put a fence. We could leave the berm the way it is, but we'd have to bring in dirt because there's going to be massive holes when all the stumps come out. I think there's probably roughly 150 trees along there.

Mr. Caramagno: What I'll say is the concern I've got is the starkness of that white face As for 800 feet or whatever, whatever that is there, that's just...it's a stark difference to what's there now. And that is, I gotta say some of the concern I've got.

Mr. Watkins: I was told tonight by my Supreme Allied Commander it will not be white.

Mr. Girard: No, we're looking at...when we first submitted this, we have an engineering firm that did this for us, and they put white but we're looking at maybe the taupe color fence. So, it's not as sharp like you said. We're not in favor of bright white.

Mr. Caramagno: Okay, thank you for the clarification.

Mr. Wilshaw: Any other questions or comments? Mr. Ventura.

Mr. Ventura: Have you looked at alternative plantings like Arbor vitae, and other kinds of dense upright shrubs that are commonly used all over the city to prove to constitute living walls, such as you've had?

Mr. Girard: We did discuss that, and I would invite you to come in and see what happened to the Arbor Vitae in March. We are putting come alongs next to the decks to pull them back up, because they've been there, again 18-20 years, and to replace them with four footers takes all the privacy away from the people in the decks.

Mr. Ventura: I am going to have to disagree with you. I have 60 Arbor Vitae in my yard, and they take a little bit of maintenance, but they produce a living wall.

Mr. Girard: Which we're trying to get away from on this whole project. And if you drove through our inside, you can see what we've done to make it more maintenance free, because the maintenance is costing us \$10,000 to \$15,000 a year just to replace dead bushes and trim, and that's why we've gotten the stones on the inside, which we will, excuse me, which we will have on hillside under the fence with a weed barrier. So, weeds can't come up. And the stones will come down to where the grass is and where the bushes are. So we're trying to make it and most of the stuff you see in there is a maintenance free shrub that we're putting in. It cost a fortune have people come in and try every year. It costs a lot of money to have people take Stella Doras and cut them down every year. We have to pay for that. There's only 36 of us, and our landscape bill...the grass bill is our highest cost there. So, to answer your question, that's why we're looking at maintenance free things that we can put in. You pay up front more money but down the road we won't have to increase our dues where people can't afford to live there.

Mr. Wilshaw: Got it. All right. Any other questions from any of our commissioners? There is no one left in the audience to comment.

Mr. Girard: Thank you for your time.

Mr. Wilshaw: I do have one question that I will ask. I usually save my questions for the end. Have you done a cost analysis, sort of a side by side cost analysis of what it would cost to put this fence in land, and you're putting in some new landscaping and tearing

out old landscaping, the cost of what this project would cost versus removing the existing landscaping and replanting with a new landscape plan that involves Arbor varieties or other types of pines and so on? Do you have a side by side comparison?

Mr. Girard: We did that when we had Mark out before. Mark even came out and we looked at the cost because the berms gotta be readjusted because to take those pine trees out, they're such big rooted. So that's where the cost is, to redo that berm. But the cost of the fence is lower than the cost of buying all new bushes or trees or whatever you want to say. So, we did do an analysis, see which way is the best way to go. If people wouldn't worry about the privacy, I would like to go back in and redevelop that hole from the sidewalk all into the backyards and come in and out make it real nice with different trees and that. Like I have pictures of different places that have that. But cost wise it doesn't make sense. We're already looking at over \$150,000 to do this project and 36 people got to foot that bill. And we did do an analysis and the fence is cheaper than the bushes. The labor has to be done no matter which way you go. Okay.

Mr. Wilshaw: Thank you for answering that question. If there's no other questions or comments from any of the commissioners, then a motion is an order. Thank you, gentlemen.

On a motion by Long, seconded by Caramagno, it was

RESOLVED, That the City Planning Commission does hereby recommend to the City Council that Petition 2000-12-02-38 submitted by Craig Girard, on behalf of Hunter Grove Condominium Association, requesting to amend Council Resolution #785-01 and the approved site plan to replace existing landscaping with a vinyl privacy fence, located on the east side of Newburgh Road between Five Mile Road and Ladywood Road in the Southwest ¼ of Section 17, be approved subject to the following conditions:

1. That the Landscape Plans, identified as Sheets 01, 02 & 03, all dated April 21, 2023, prepared by Michael L. Priest & Associates, are hereby approved, and shall be adhered to.
2. That the Landscape Plan, identified as LP-1, dated October 17, 2022, as revised prepared by Michael L. Priest & Associates, is hereby approved, and shall be adhered to, and

3. That all conditions imposed by Council Resolutions #524-01 and #785-01, in connection with Petition 2000-12-02-38, shall remain in effect to the extent that they are not in conflict with the foregoing conditions.

Mr. Wilshaw: Is there any discussion? Mr. Caramagno.

Mr. Caramagno: I'd like to see that it's not a white fence, that it's a earthtone fence if this goes, to guarantee that.

Mr. Wilshaw: So, acceptable to all right. Maker and secondary have said the condition to make it a non-white fence is acceptable or earth tones. If there is or any other discussion on the motion? No other discussion if the Secretary is ready, please call the roll on a motion to approve

Mr. Wilshaw, Chairman, declared the motion failed due to lack of support.

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

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

On a motion by Dinaro, seconded by Ventura, it was

#06-39-2023 **RESOLVED**, That the City Planning Commission does hereby recommend to the City Council that Petition 2000-12-02-38 submitted by Craig Girard, on behalf of Hunter Grove Condominium Association, requesting to amend Council Resolution #785-01 and the approved site plan to replace existing landscaping with a vinyl privacy fence, located on the east side of Newburgh Road between Five Mile Road and Ladywood Road in the Southwest ¼ of Section 17, be denied for the following reasons:

1. That the petitioner has failed to affirmatively show that the proposed amendment is in the best interest of the City of Livonia.
2. Allowing this type of replacement along the development's Newburgh Road right-of-way would be detrimental to the aesthetic quality and appeal of the surrounding area, and

thereby, inappropriately altering the character of the neighborhood.

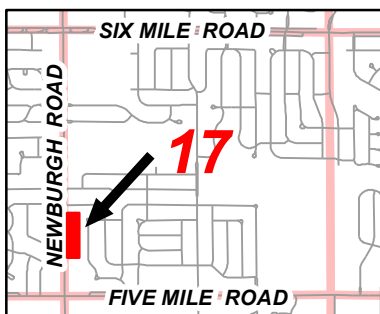
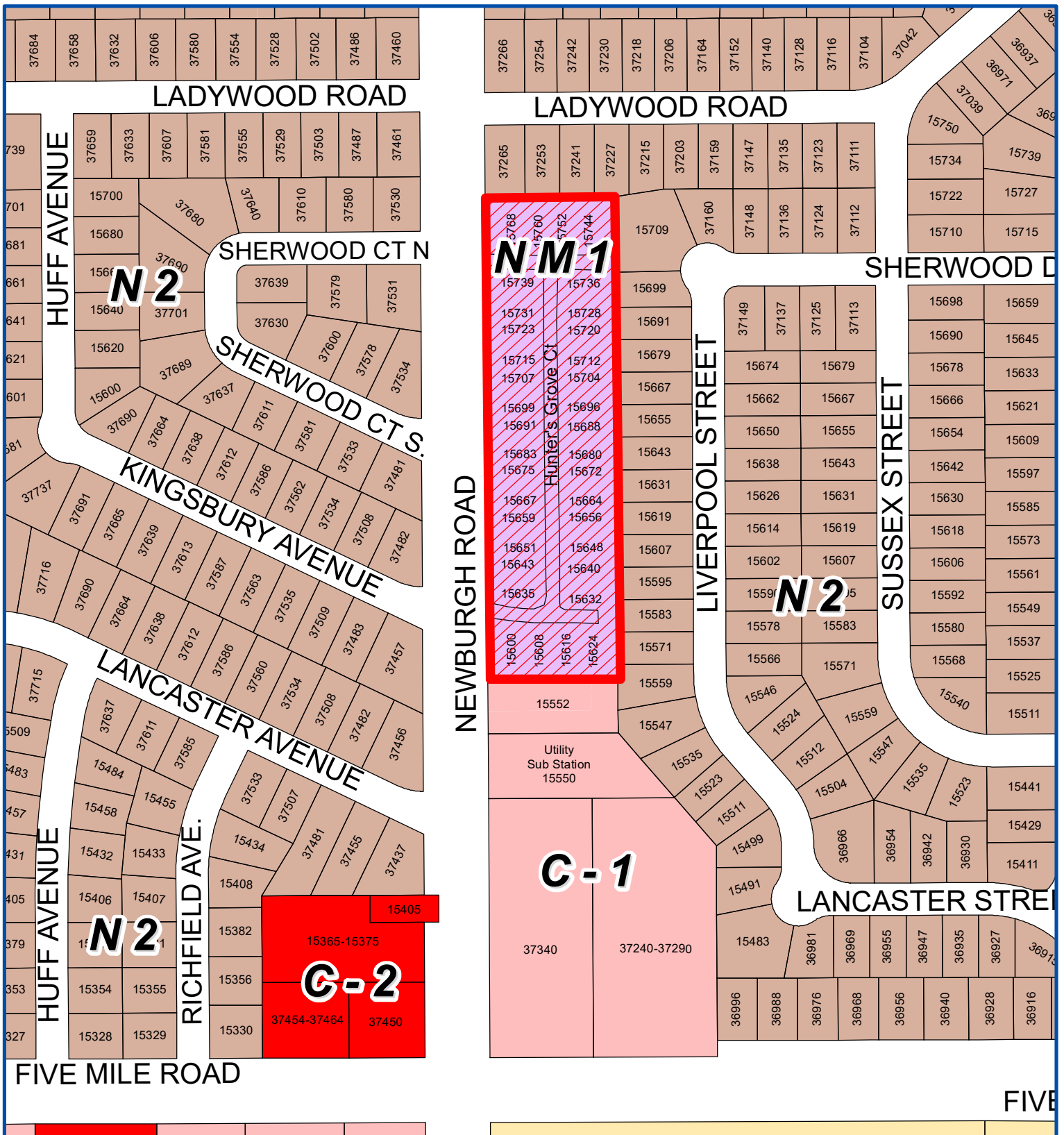
3. That the proposed transformation would have a negative effect and would set an undesirable precedent in the area.
4. That the proposed change is incompatible to and not in harmony with the other neighborhoods in the area, and
5. That the landscape screening and berm along Newburgh Road shall be permanently maintained in a healthy condition.

Mr. Wilshaw: Is there any discussion?

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

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

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



Address & Zoning Map

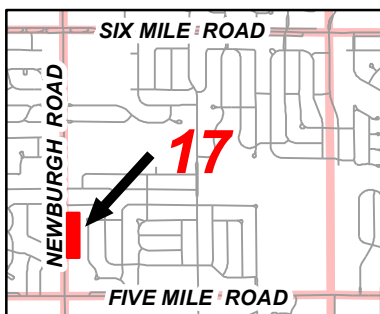
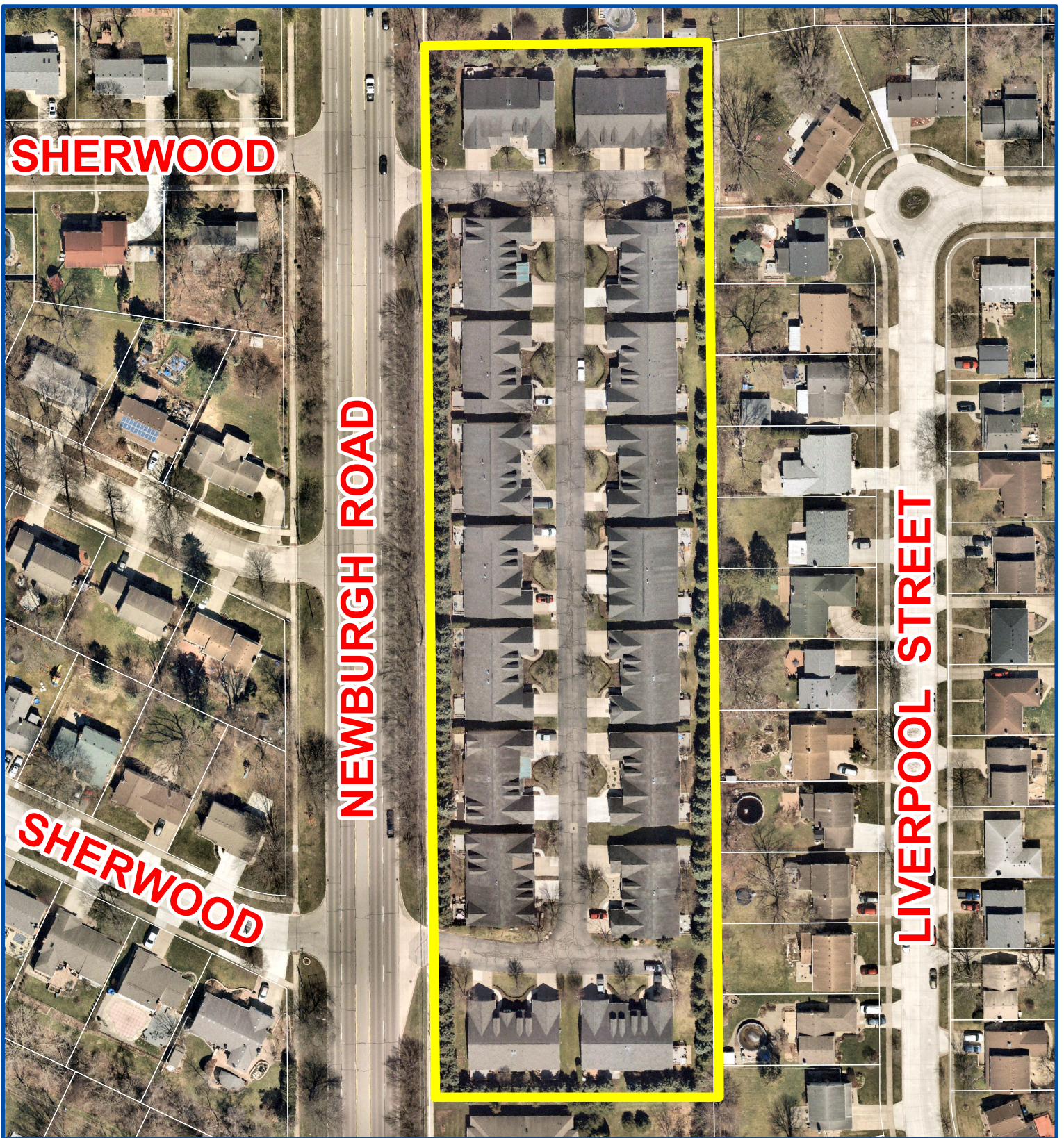
Petition 2000-12-02-38
Hunters Grove Condominium
Newburgh Road
to amend Council Resolution #785-01



Not to Scale



City of Livonia
Planning Department



Aerial Map

**Petition 2000-12-02-38
Hunters Grove Condominium
Newburgh Road
to amend Council Resolution #785-01**



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

MISCELLANEOUS

ITEM 4

Petition 2000-12-02-38 submitted by Craig Girard, on behalf of Hunters Grove Condominium Association, requesting to amend Council Resolution #785-01 and the approved site plan to replace existing landscaping with a vinyl privacy fence, located on the east side of Newburgh Road between Five Mile Road and Ladywood Road in the Southwest $\frac{1}{4}$ of Section 17.

June 6, 2023: Study Meeting:

The Hunters Grove Condominium Association is petitioning to modify the landscaping along the development's Newburgh Road frontage. Hunters Grove is located on the east side of Newburgh Road, approximately 700 feet north of Five Mile Road.

Hunters Grove received waiver use approval on August 13, 2001 (CR #524-01). Hunters Grove was approved as a Planned Residential Development (PRD), which allows provisions of the Zoning Ordinance, such as lot sizes and yard requirements, to be adjusted if it is determined that the modifications will result in more efficient land use. Hunters Grove was approved as a PRD mainly because of the narrow parcel depth. CR #524-01 referred the development's screening and landscaping along Newburgh Road to the Committee of the Whole (COW). On December 19, 2001, after considering the report and commendation of the COW, the City Council approved a new landscape plan (CR #785-01). The distance between the right-of-way and the rear of the first row of condominium buildings is approximately thirty feet (30'). Within this area, the approved plan showed a four-foot (4') high berm planted with various evergreens, deciduous trees, and shrubs. The plan also showed a row of eleven (11) Sugar Maples spaced evenly along the right-of-way of Newburgh Road; however, the maples were later replaced with approximately twenty-six (26) pear trees, which will remain and not be impacted.

The proposal would flatten the berm and remove the existing plant material. A new six-foot (6') high white vinyl privacy fence would be installed on top of the flattened berm with new landscaping, including various species of shrubs, ornamental grasses, and flowers, planted on the side of the berm facing the road. The new fence would be setback approximately five and one-half feet (5- $\frac{1}{2}$ ') from the road right-of-way and six feet (6') from the sidewalk. The new plant material would be installed on the slope of the berm between the fence and the sidewalk.

MISCELLANEOUS

ITEM 4 Petition 2000-12-02-38 – Hunters Grove Condominium Page 2 Amend CR #785-01

June 13, 2023: Regular Meeting:

At the June 6th meeting, the Planning Commission requested the Petitioner provide a perspective drawing illustrating a street view of the vinyl fencing and new plant materials.

Denying Reasons: That the request to amend Council Resolution #785-01 and the approved site plan to replace existing landscaping with a vinyl privacy fence for Hunters Grove Condominium is hereby denied for the following reasons:

1. That the petitioner has failed to affirmatively show that the proposed amendment is in the best interest of the City of Livonia.
2. Allowing this type of replacement along the development's Newburgh Road right-of-way would be detrimental to the aesthetic quality and appeal of the surrounding area, and thereby, inappropriately altering the character of the neighborhood.
3. That the proposed transformation would have a negative effect and would set an undesirable precedent in the area.
4. That the proposed change is incompatible to and not in harmony with the other neighborhoods in the area, and
5. That the landscape screening and berm along Newburgh Road shall be permanently maintained in a healthy condition.

Approving Resolution: That the request to amend Council Resolution #785-01 and the approved site plan to replace existing landscaping with a vinyl privacy fence for Hunters Grove Condominium, is hereby approved subject to the following conditions:

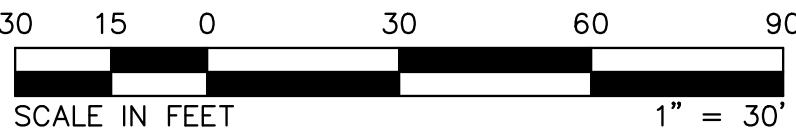
1. That the Landscape Plans, identified as Sheets 01, 02 & 03, all dated April 21, 2023, prepared by Michael L. Priest & Associates, are hereby approved, and shall be adhered to.
2. That the Landscape Plan, identified as LP-1, dated October 17, 2022, as revised prepared by Michael L. Priest & Associates, is hereby approved, and shall be adhered to, and

MISCELLANEOUS

ITEM 4 Petition 2000-12-02-38 – Hunters Grove Condominium Page 3 **Amend CR #785-01**

3. That all conditions imposed by Council Resolutions #524-01 and #785-01, in connection with Petition 2000-12-02-38, shall remain in effect to the extent that they are not in conflict with the foregoing conditions.

HUNTERS GROVE
PART OF THE S.W. 1/4 OF SEC 17, T.1S., R.9E.
CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN



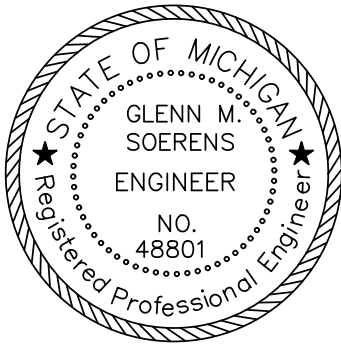
PROPERTY DESCRIPTION:

OPEN-SPACE AREA IN SOUTHWEST CORNER OF WAYNE COUNTY CONDOMINIUM SUB'N PLAN NO. 633, A.K.A. "HUNTERS GROVE OF LIVONIA CONDOMINIUM", PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN. AS RECORDED IN LIBER 34709, PAGE 89, WAYNE COUNTY RECORDS.

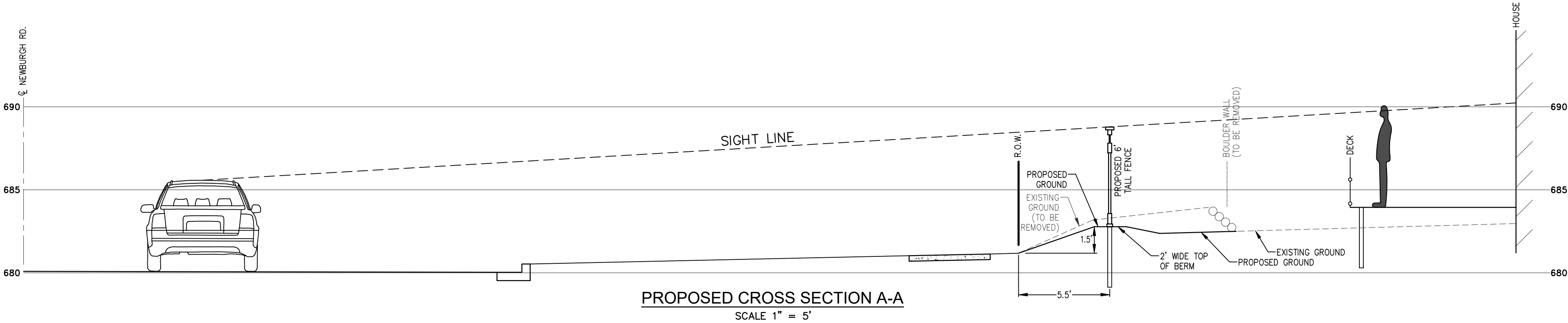
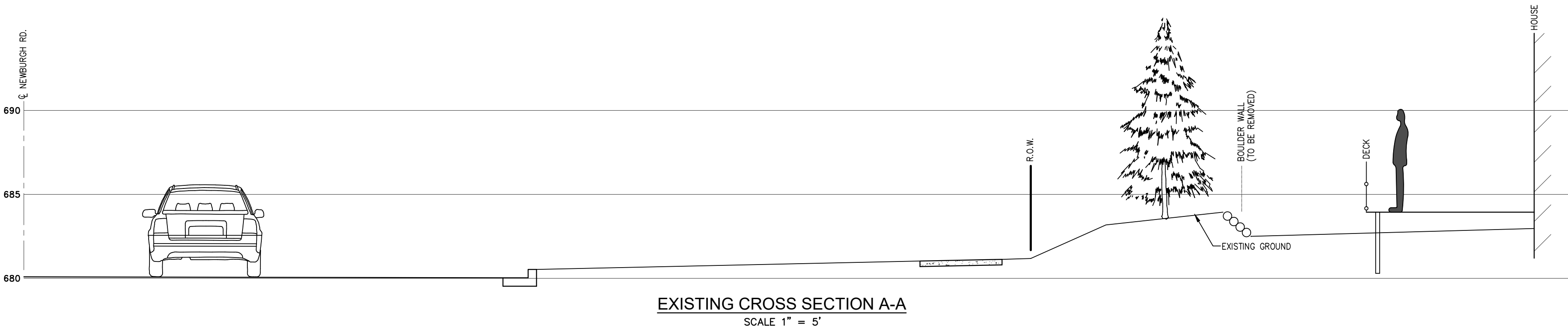
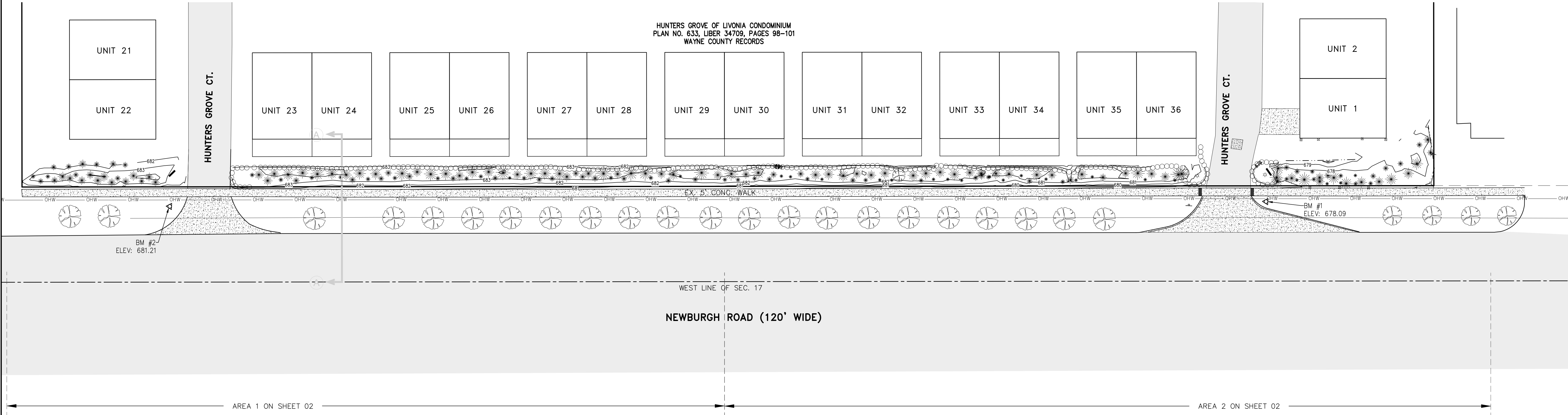
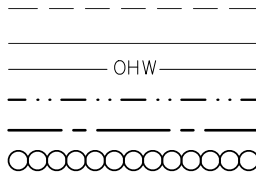
BENCH MARKS:NGVD29

BM #1
CAPPED IRON ROD ~4' EAST OF B/C
& ~3.4' WEST OF WALK.
ELEVATION: 678.09

BM #2
CAPPEN IRON ROD IN GRASS NORTH
OF NORTH ENTRANCE ~1' OFF B/C &
~1' OFF F/W.
ELEVATION: 681.21



LEGEND:
STORM SEWER
SANITARY SEWER
OVERHEAD WIRE
DITCH
SECTION LINE
STONE WALL



NOTE:
FENCES SHOWN ARE FOR EXAMPLE ONLY. EXACT FENCE TO BE DETERMINED. FENCE WILL BE 6' HIGH VINYL FENCE, TAN OR ALMOND IN COLOR.

COVER SHEET

HUNTERS GROVE
LANDSCAPE IMPROVEMENTS
PART OF THE S.W. 1/4 OF SECTION 17, T. 1 S., R. 9 E.
CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN



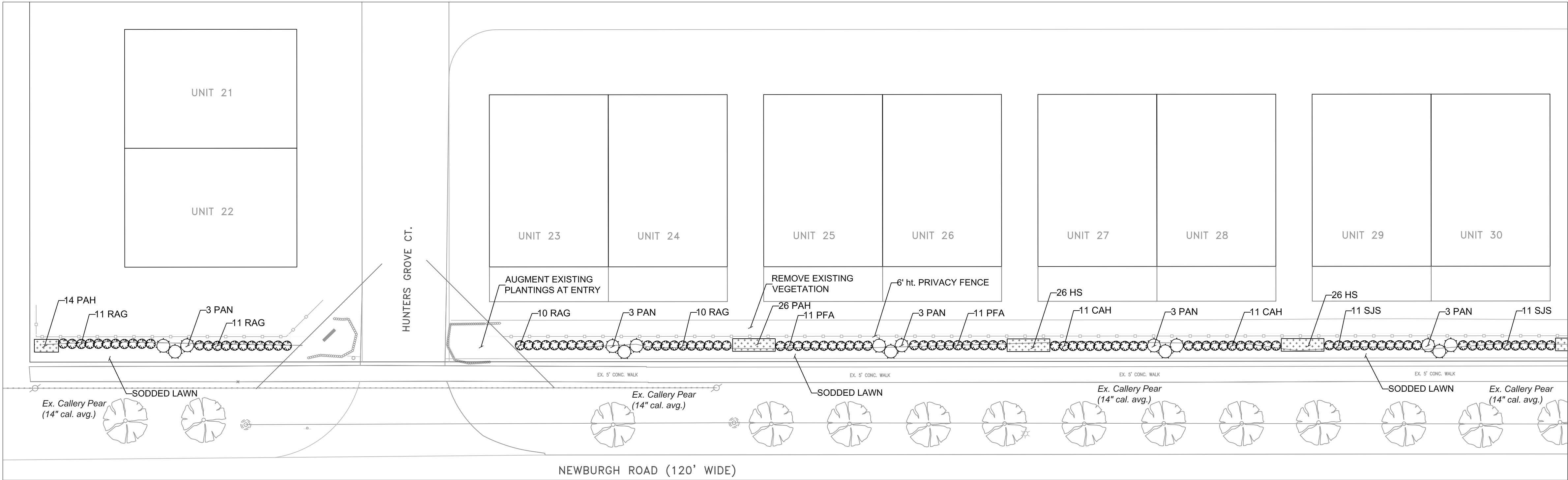
Michael L. Priest & Associates, Inc.
40665 Koppernick Road, Canton, MI 48187
phone: (734) 459-8560
fax: (734) 459-2585

CONCEPT PLAN

DATE: 04/21/2023

PROPRIETOR

ATTN: MR. CRAIG GRIARD
MC PROPERTY SERVICE, LLC
15768 HUNTERS GROVE CT.
LIVONIA, MI 48154



PLANT LIST

KEY QTY.		BOTANICAL NAME	COMMON NAME	SIZE
CAH	22	<i>Clethra alnifolia</i> 'Hummingbird'	Hummingbird Summersweet	24" ht., 3 gal. pot
IVL	22	<i>Itea virginica</i> 'Henry's Garnet'	Henry's Garnet Sweetspire	24" ht., 3 gal. pot
PAN	27	<i>Picea abies</i> 'Nidiformis'	Bird's Nest Spruce	24" spr., 3 gal. pot
PFA	44	<i>Potentilla fruticosa</i> 'Abbottswood'	Abbottswood Shrub Cinquefoil	24" ht., 3 gal. pot
RAG	79	<i>Rhus aromatica</i> 'Gro-Low'	Gro-Low Fragrant Sumac	24" ht., 3 gal. pot
SJS	22	<i>Spiraea japonica</i> 'Shibori'	Sirobana Japanese Spirea	30" ht., 5 gal. pot
HS	104	<i>Hemerocallis</i> sp.	Assorted Daylily	1 gal. pot, 24" o.c.
PAH	88	<i>Pennisetum alopecuroides</i> 'Hameln'	Hameln Dwarf Fountain Grass	1 gal. pot, 24" o.c.

LANDSCAPE PLANTING NOTES:

PLANTING

- Installation of all plant material shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock* and with the specifications set forth by the City of Livonia, Michigan.
- The plant materials shall conform to the type stated on the plant list. Sizes shall be the minimum stated on the plant list or larger. All measurements shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock*.
- The plant material shall be nursery grown and inspected by the Owner's representative before planting. The Owner's representative reserves the right to reject any plant material at any time.
- Plants designated "B&B" shall be balled and burlapped with firm balls of earth.
- Dig shrub pits one foot (1') larger than the shrub rootball, tree pits three (3) times the width of the tree rootball and backfill with one (1) part topsoil and one (1) part soil from excavated pit. Plant trees and shrubs at the same grade level at which they were planted at the nursery. If wet, clay soils are evident, plant trees and shrubs slightly higher.
- The Contractor is responsible for planting the materials at the correct grades and spacing. The plants shall be oriented to give the best appearance.
- When the plant has been properly set, the pit shall be backfilled with the topsoil mixture, gradually filling, patting, and settling with water.
- Trees in lawn areas to have a four foot (4') circle of mulch, four inches (4") deep, and three inches (3") away from the trunk. Shrub beds are to be mulched with shredded bark mulch to a minimum depth of three inches (3"). Perennial beds are to be mulched with shredded bark mulch to a minimum depth of two inches (2"). Only natural color, finely shredded hardwood bark mulch will be accepted.
- Remove all twine, wire, and burlap from the top one third (1/3) of tree and shrub root balls and from tree trunks. Remove all non-biodegradable material such as plastic or nylon completely from branches and stems. All tree wrap, stakes, and guys are to be removed after one (1) winter season.
- All plant materials shall be pruned and injuries repaired. The amount of pruning shall be limited to the removal of dead or injured limbs and to compensate for the loss of roots from transplanting. Cuts should be flush and clean, leaving no stubs. Do not apply tree paint to open tree wounds. Shrubs along the site perimeter shall be allowed to grow together in a natural form.
- Organic, friable topsoil shall be evenly distributed and fine graded over all areas to receive lawns at uniform depth of four inches (4") after settlement.
- All disturbed lawn areas to be restored with a Grade A Kentucky Blue Grass blend. Existing lawn in generally good condition but with bare, sparse, or weedy areas must be renovated by filling in low areas, raking, overseeding, and top dressing all sparse and bare spots and continuing with a weed and feed program.
- All plantings shall be completed within three (3) months, and no later than November 30, from the date of issuance of a certificate of occupancy if such certificate is issued during the April1 thru September 30 period; if the certificate is issued during the October 1 thru March 31 period, the planting shall be completed no later than the ensuing May 31; plantings shall thereafter be reasonably maintained, including permanence and health of plant materials to provide a screen to abutting properties and including the absence of weeds and refuse.
- Backfill directly behind all curbs and along sidewalks and compact to the top of curbs or walk to support vehicle and pedestrian weight without settling.
- Conversion of all asphalt and gravel areas to landscape planting beds shall be done in the following manner: a. Remove all asphalt, gravel, and compacted earth to a depth of six inches to eighteen inches (6"-18") depending on the depth of the sub base and dispose of off site; b. Call the City for an inspection prior to backfilling; c. Replace excavated material with good, medium-textured planting soil (loam or light yellow clay loam) to a minimum of two inches (2") above the top of the curb and sidewalk, add four inches to six inches (4"-6") of topsoil and crown to a minimum of six inches (6") above the adjacent curb and walk after earth settling, unless otherwise noted on the landscape plan.
- If conversion from asphalt to landscape occurs in or between an existing landscape area(s), replace excavated material from four inches to six inches (4"-6") below adjacent existing grade with good, medium-textured planting soil (loam or light yellow clay loam) and add four inches to six inches (4"-6") of topsoil to meet existing grades after earth settling.

MATERIALS

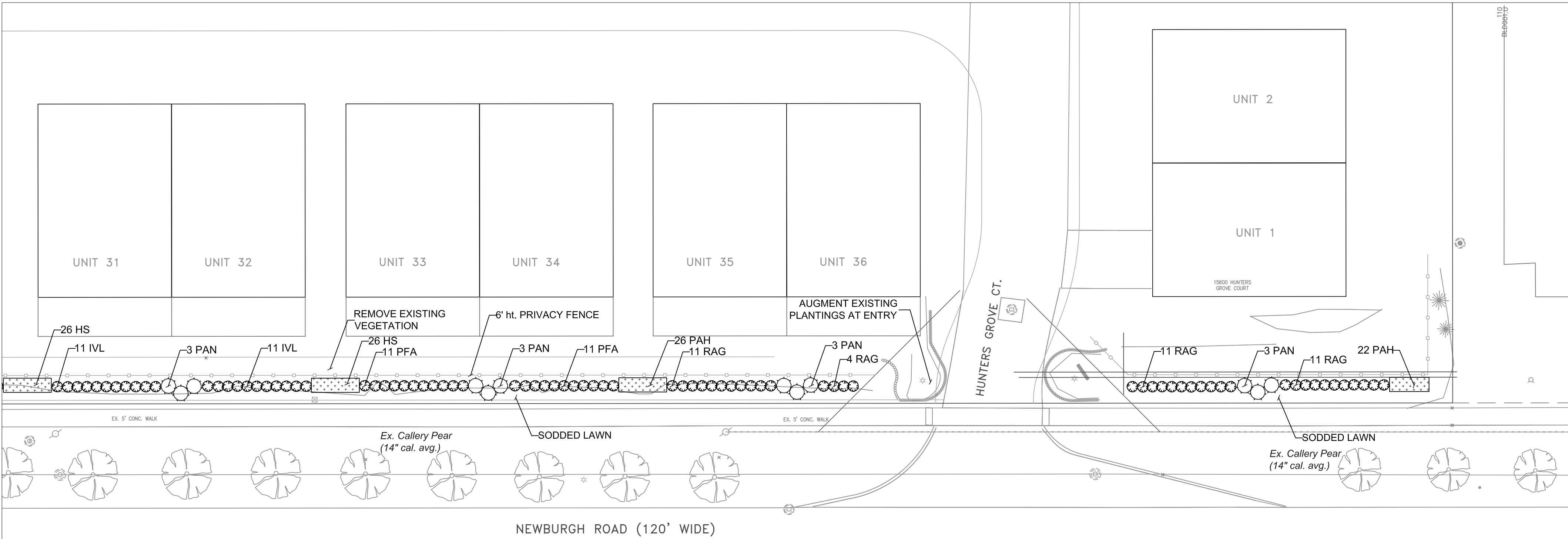
- Required landscape material shall satisfy the criteria of the American Association of Nurserymen Standards for Nursery Stock and be:
a.) Northern nursery grown; b.) State Department of Agriculture inspected; c.) No. 1 grade material with a straight, unscarred trunk, and well-developed uniform crown (park grade trees will not be accepted); d.) Staked, wrapped, watered, and mulched according to the details provided; and e.) Guaranteed for one (1) year.
- Topsoil shall be friable, fertile soil of clayloam character containing at least five percent (5%) but not more than twenty percent (20%) by weight of organic matter with a pH range between 6.0 and 7.0. The topsoil shall be free from clay lumps, coarse sand, plant roots, sticks, and other foreign materials.
- The seed mixture for the lawn areas in the street rights-of-way shall consist of a Kentucky Blue Grass blend and mulched with clean straw free of noxious weed seeds. Maintenance of the right-of-way lawn area shall consist of a regular cuttings as needed. Weed content of the seed mixture shall not exceed one percent (1%). The mix shall be applied at a rate of 200 pounds per acre.
- Sod, if specified, shall be two (2) year old "Baron/Sheri/Adelphi" Kentucky Blue Grass blend grown in a sod nursery on loam soil.
- Proposed perennials shall be full, well-rooted plants.
- Callery Pear (*Pyrus calleryana*) and Norway Maple (*Acer platanoides*) shall not be substituted for any tree species in the plant list. Contact the Landscape Architect for acceptable plant substitutions.

GENERAL

- Do not plant deciduous or evergreen trees directly over utility lines or under overhead wires. Maintain a six foot (6') distance from the centerline of utilities and twenty feet (20') from the centerline of overhead wires for planting holes. Call MISS DIG forty-eight (48) hours prior to landscape construction for field location of utility lines.
- The Contractor agrees to guarantee all plant material for a period of one (1) year. At that time, the Owner's representative reserves the right for a final inspection. Plant material with twenty-five percent (25%) die back, as determined by the Owner's representative shall be replaced. This guarantee includes the furnishing of new plants, labor, and materials. These new plants shall also be guaranteed for a period of one (1) year.
- The work shall consist of providing all necessary materials, labor, equipment, tools, and supervision required for the completion as indicated on the drawings.
- Landscape areas shall be irrigated by an automatic underground irrigation system. Lawns and shrub/landscape areas shall be watered by separate zones to minimize overwatering.
- All written dimensions override scale dimensions on the plans.
- All substitutions or deviations from the landscape plan must be approved by the City of Livonia prior to installation.
- All bidders must inspect the site and report any discrepancies to the Owner's representative.
- All specifications are subject to change due to existing conditions.
- The Owner's representative reserves the right to approve all plant material.

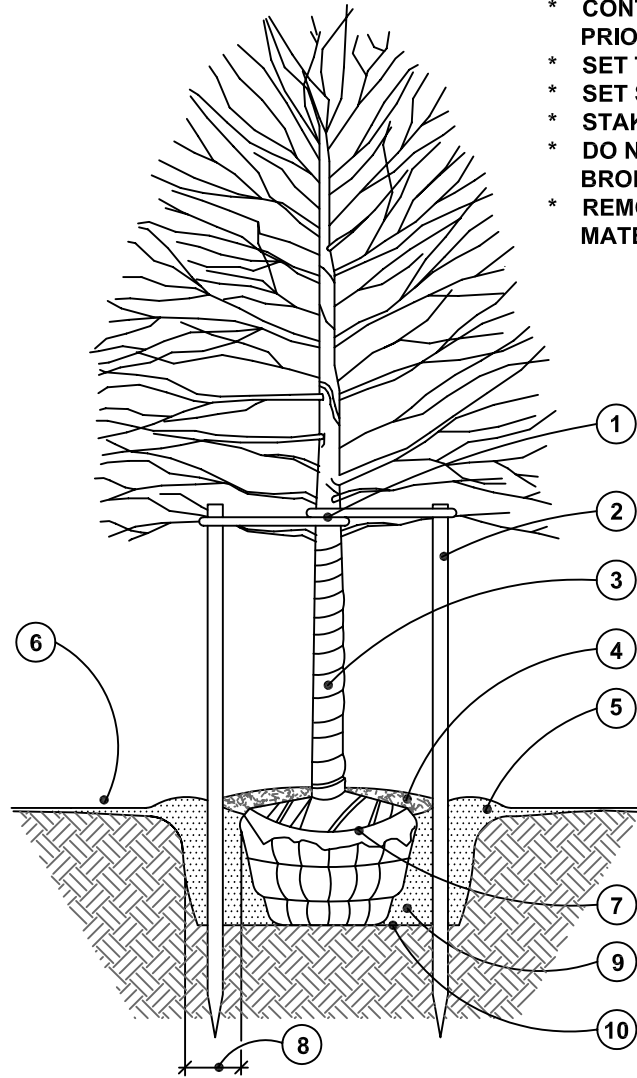
MAINTENANCE

- The Owner of the landscaping shall perpetually maintain such landscaping in good condition so as to present a healthy, neat, and orderly appearance, free from refuse and debris.
- The Owner shall conduct a seasonal landscape maintenance program including regular lawn cutting (at least once per week during the growing season), pruning at appropriate times, watering, and snow removal during winter.
- The Contractor is responsible for watering and maintenance of all seed areas until a minimum of ninety percent (90%) coverage, as determined by the Owner's representative.
- All diseased and/or dead material shall be removed within sixty (60) days following notification and shall be replaced within the next appropriate planting season or within one (1) year, whichever comes first.
- Any debris such as lawn clippings, fallen leaves, fallen limbs, and litter shall be removed from the site on a weekly basis at the appropriate season.
- All planting beds shall be maintained by removing weeds, fertilizing, and replenishing mulch as needed.



NOTES:

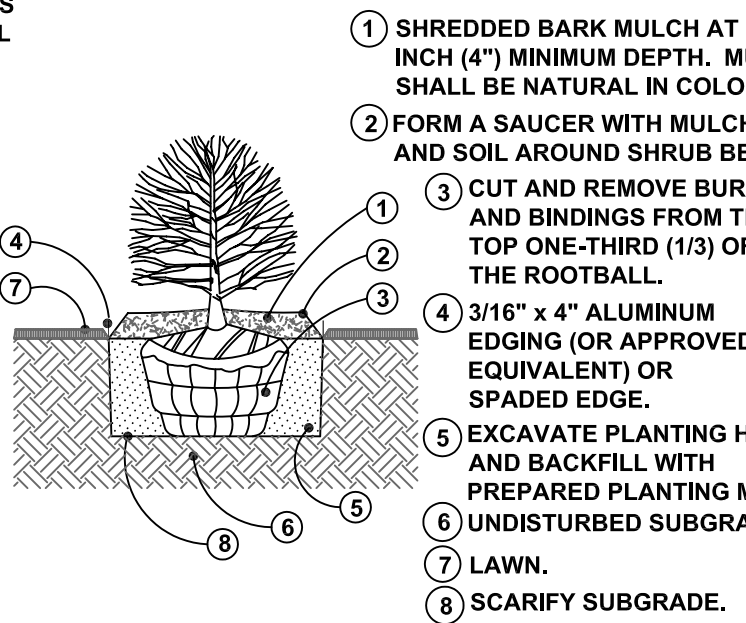
- STAKE TREES UNDER FOUR INCH (4") CALIPER.
- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.
- SET TOP OF BALL THREE INCHES (3") ABOVE FINISH GRADE.
- SET STAKES VERTICAL & EVENLY SPACED.
- STAKES OR GUYS TO BE SECURED ABOVE THE FIRST BRANCH.
- DO NOT PRUNE TERMINAL LEADER. PRUNE ONLY DEAD OR BROKEN BRANCHES.
- REMOVE ALL TAGS, STRING, PLASTICS, AND OTHER MATERIALS THAT ARE UNSIGHTLY OR COULD CAUSE DAMAGE.



DECIDUOUS TREE

NOTE:

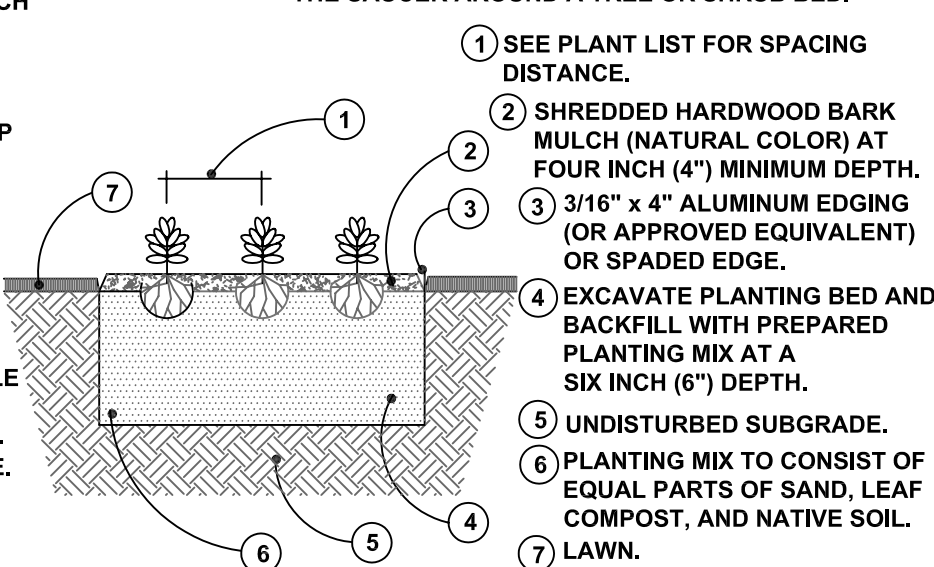
- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.



SHRUB

NOTE:

- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.
- PERENNIALS TO BE PLANTED UP TO THE EDGE OF THE SAUCER AROUND A TREE OR SHRUB BED.

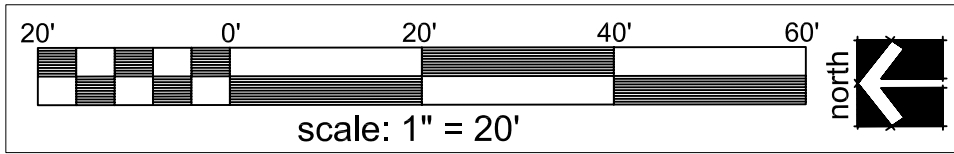


ANNUAL / PERENNIAL / GROUNDCOVER

PLANTING DETAILS

not to scale

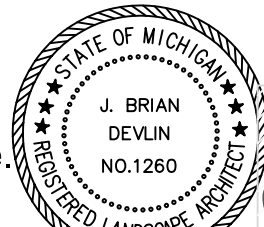
date: January 24, 2022
revised:
10-04-2022
10-17-2022



LANDSCAPE PLAN FOR:
Michael L. Priest
& Associates, Inc.
40655 Koppennick
Canton, Michigan 48187
(734) 459-8560

PROJECT LOCATION:
Hunter's Grove Condos
North of Five Mile Road
on the East Side
of Newburg Road
Livonia, Michigan

LANDSCAPE PLAN BY:
Nagy Devlin Land Design
31736 West Chicago Ave.
Livonia, Michigan 48150
(734) 634 9208



AUTOCAD SIGNATURE
ORIGINAL IN BLUE

LP - 1: LANDSCAPE PLAN

* Base data provided by Michael L. Priest & Associates, Inc.

Hunter's Grove

City of Livonia, Michigan



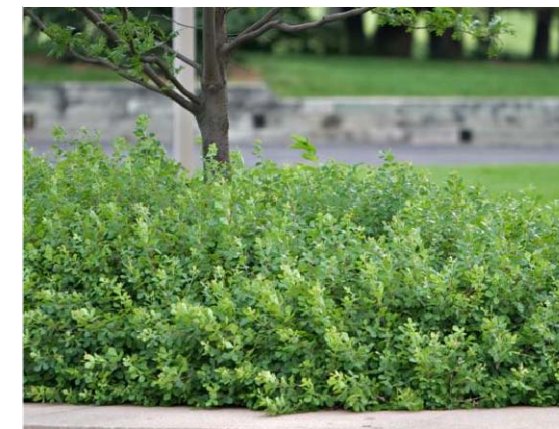
Decorative White Vinyl Fence



(HS) Assorted Daylilies
(HEMEROCALLIS SP.)



(PAH) Hameln Dwarf Fountain Grass
(PENNISSETUM ALOPECUROIDES 'HADELN')



(RAG) Gro-Low Fragrant Sumac
(RHUS AROMATICA 'GRO-LOW')

EXISTING BRADFORD PEAR
STREET TREES TO REMAIN



6' HIGH VINYL
FENCE
DWARF FOUNTAIN
GRASS OR
DAYLILIES

ASSORTED
DAYLILIES

HUMMINGBIRD SUMMERSWEET
OR SIROBANA JAPANESE
SPIREA

fence elevation

SCALE: 3/16"=1'-0"

BIRD'S NEST
SPRUCE

EXISTING PEDESTRIAN
SIDEWALK

18" HIGH EARTHBERM



(CAH) Hummingbird Summersweet
(CLETHRA ALNIFOLIA 'HUMMINGBIRD')



(PAN) Bird's Nest Spruce
(PICEA ABIES 'NIDIFORMIS')



(PFA) Abbottswood Shrub Cinquefoil
(POTENTILLA FRUITCOSA 'ABBOTTSWOOD')



(SJS) Sirobana Japanese Spirea
(SPIRAEA JAPONICA 'SHIBORI')



(IVL) Henry's Garnet Sweetspire
(ITEA VIRGINICA 'HENRY'S GARNET')

**OTHER ITEMS
RELATED TO THE
PETITION**

TO:

PLANNING

DATE: 8/21/01

SUBJECT: OFFICIAL MINUTES OF 1,446th

COUNCIL MEETING 8/13/01

CR 525-01 : RESOLVED, that having considered a communication from the City Planning Commission, dated April 9, 2001, which sets forth its resolution 4-56-2001 adopted on April 3, 2001, with regard to Petition 00-12-2-38 submitted by Craig Corbell of Hunter Homes, Inc. requesting waiver use approval to construct a Planned Residential Development on property located on the east side of Newburgh Road between Five Mile Road and Ladywood Road in the Southwest 1/4 of Section 17, which property is zoned R-9, and the Council having conducted a public hearing with regard to this matter on Wednesday, May 30, 2001, pursuant to Council Resolution 235-01, the Council does hereby reject the recommendation of the city planning commission and said petition 00-12-2-38 is hereby approved and granted, subject to the following conditions:

1. That the Site Plan and Landscape Plan, submitted by Hunter Homes, Inc., with a revision date of August 6, 2001, is hereby approved and shall be adhered to, **EXCEPT AS OUTLINED IN CONDITION NO. 12;**
2. That the preliminary grading plan, submitted by Hunter Homes, Inc., dated August 6, 2001, is hereby approved and shall be adhered to;
3. That all disturbed lawn areas shall be sodded in lieu of hydroseeding;
4. That all landscaping shown on the above referenced landscape plan shall be installed to the satisfaction of the Inspection Department;
5. That the elevation drawings for unit type "A" and unit type "B", submitted by Hunter Homes, Inc., received by the Planning Commission on January 16, 2001, are hereby approved and shall be adhered to; except for slight variations in building materials and architectural style to allow for variety and diversity in the exterior appearance of the buildings, **EXCEPT AS OUTLINED IN CONDITION NO. 12;**
6. That the first floor and chimney of each unit shall be brick on all four sides and brick coverage shall be not less than 80% on the first floor walls;
7. That the brick used in the construction of each dwelling unit shall be full face 4-inch brick, no exceptions;

8. That the petitioner shall meet to the Fire Department's satisfaction the following requirements as outlined in a letter from the Fire Marshal dated January 12, 2001;
 - That if any of subject buildings are to be provided with automatic sprinkler systems, hydrants shall be located between 50 feet and 100 feet from the Fire Department connections;
 - Fire hydrants shall be provided throughout complex with maximum distance to any portion of complex to hydrant 300 feet
 - That the most remote hydrant shall flow 1500 GPM with a 20 PSI residual pressure
 - That access around buildings shall be provided for emergency vehicles with turning radius up to forty-five feet wall-to-wall and a minimum vertical clearance of 13 1/2 feet;
9. That an entrance marker plan shall be submitted to the Planning Commission for approval within 60 days following approval of this petition by the City Council;
10. That the Master Deed and By-Laws for Hunters Grove Condominium project as prepared by Brashear, Tangora, Gallagher, Creighton & Amann, LLP, received by the City Council Office on August 9, 2001, are hereby approved and shall be adhered to subject to any changes deemed necessary by the City Law Department;
11. That the plans referenced in this approving resolution shall be submitted to the Inspection Department at the time the building permits are applied for; and
12. Petitioner agrees to have the site plan reviewed in the Committee of the Whole for the issue of Newburgh Road screening and landscape, the issue of a taper lane in Newburgh Road, and the issue of the building elevations facing Newburgh Road.

lc

**ADOPTED BY THE LIVONIA CITY COUNCIL AT THE REGULAR MEETING OF
DECEMBER 19, 2001**

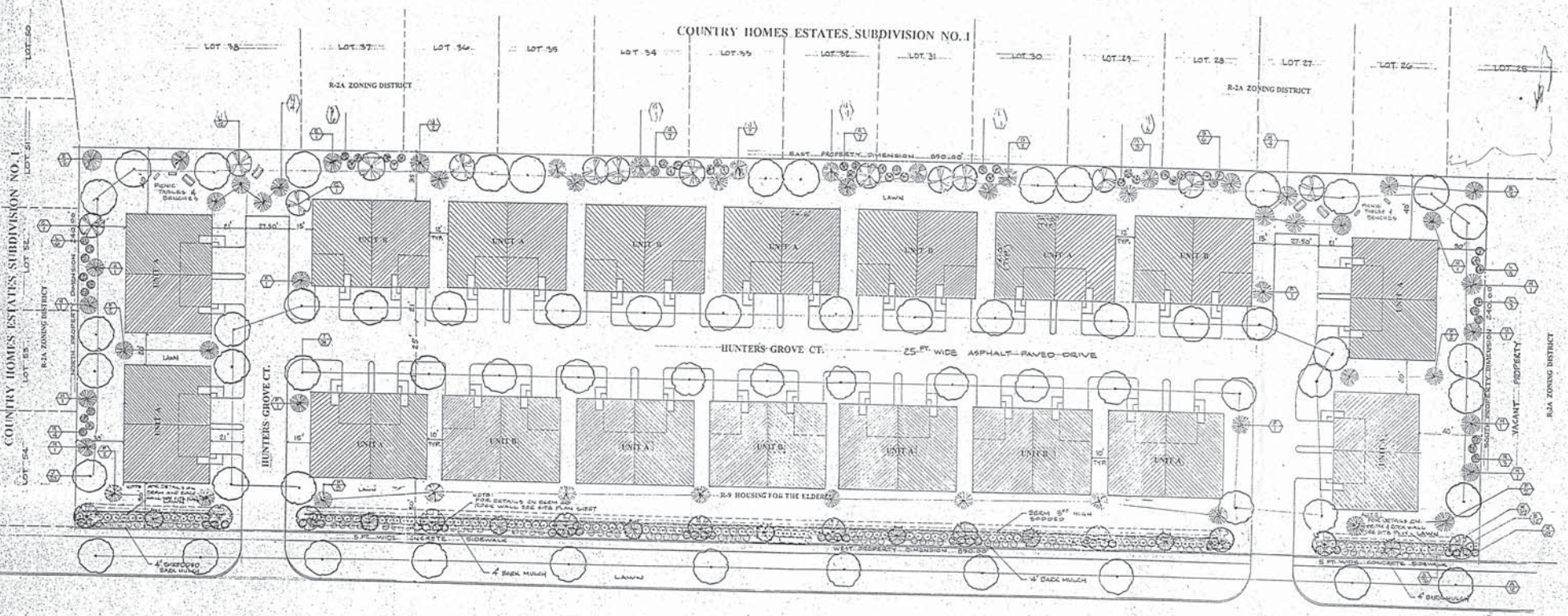
On a motion by Duggan, seconded by Laura, and unanimously
adopted, it was:

CR 785-01 RESOLVED, that having considered the report and recommendation of the Committee of the Whole, dated November 27, 2001, submitted pursuant to Council Resolution 526-01, with regard to **Petition 00-12-2-38**, submitted by Craig Corbell of Hunter Homes, Inc., requesting waiver use approval to construct a Planned Residential Development on property located on the east side of Newburgh Road between Five Mile Road and Ladywood Road in the Southwest 1/4 of Section 17, which property is zoned R-9, the Council does hereby **approve the screening, rear elevations, and installation of a taper lane on northbound Newburgh Road**, subject to the following conditions:

1. That the screening as presented in the site plan presented November 27, 2001 and dated Rev. 8/6/01, shall be adhered to;
2. That the rear elevations, received on December 10, 2001, as presented at the Regular Meeting of the City Council held on December 19, 2001 shall be adhered to; and
3. That there be a taper included on northbound Newburgh Road in connection with this petition; and
4. That all landscaping shall be installed on all common areas on or before August 1, 2002.

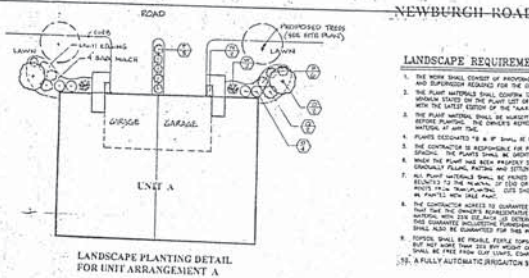
COUNTRY HOMES ESTATES SUBDIVISION NO. 1

COUNTRY HOMES ESTATES SUBDIVISION NO. 1

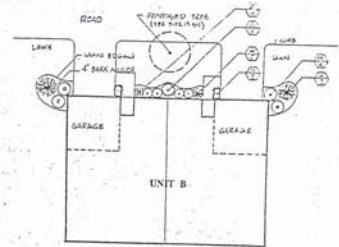


PLANT MATERIAL LIST

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE
TREES				
A-1	10	ACER SACCHARINUM	SUGAR MAPLE	3-10" W 3' CAL. BB.
B-12	10	CRATAEGUS PHAEOPIRYUM	WINDMILL TREE	3-10" W 3' CAL. BB.
C-24	10	WALNUT JAPONICA	JAPANESE WALNUT	3-10" W 3' CAL. BB.
D-23	10	WALNUT JAPONICA	JAPANESE WALNUT	3-10" W 3' CAL. BB.
E-18	10	WALNUT JAPONICA	JAPANESE WALNUT	3-10" W 3' CAL. BB.
F-20	10	WALNUT JAPONICA	JAPANESE WALNUT	3-10" W 3' CAL. BB.
G-13	10	WALNUT JAPONICA	JAPANESE WALNUT	3-10" W 3' CAL. BB.
H-17	10	WALNUT JAPONICA	JAPANESE WALNUT	3-10" W 3' CAL. BB.
I-31	10	WALNUT JAPONICA	JAPANESE WALNUT	3-10" W 3' CAL. BB.
J-29	10	WALNUT JAPONICA	JAPANESE WALNUT	3-10" W 3' CAL. BB.
K-107	10	WALNUT JAPONICA	JAPANESE WALNUT	3-10" W 3' CAL. BB.
SHRUBS				
L-15	10	CORNUS ALBA	DOGSWOOD	3-10" W 3' CAL. BB.
M-31	10	WALNUT JAPONICA	JAPANESE WALNUT	3-10" W 3' CAL. BB.
N-58	10	WALNUT JAPONICA	JAPANESE WALNUT	3-10" W 3' CAL. BB.
O-72	10	WALNUT JAPONICA	JAPANESE WALNUT	3-10" W 3' CAL. BB.
P-86	10	WALNUT JAPONICA	JAPANESE WALNUT	3-10" W 3' CAL. BB.
Q-29	10	WALNUT JAPONICA	JAPANESE WALNUT	3-10" W 3' CAL. BB.
R-43	10	WALNUT JAPONICA	JAPANESE WALNUT	3-10" W 3' CAL. BB.
S-76	10	WALNUT JAPONICA	JAPANESE WALNUT	3-10" W 3' CAL. BB.
EVERGREENS				
T-35	10	WALNUT JAPONICA	JAPANESE WALNUT	3-10" W 3' CAL. BB.
U-14	10	WALNUT JAPONICA	JAPANESE WALNUT	3-10" W 3' CAL. BB.
V-14	10	WALNUT JAPONICA	JAPANESE WALNUT	3-10" W 3' CAL. BB.
W-38	10	WALNUT JAPONICA	JAPANESE WALNUT	3-10" W 3' CAL. BB.
X-43	10	WALNUT JAPONICA	JAPANESE WALNUT	3-10" W 3' CAL. BB.



LANDSCAPE PLANTING DETAIL FOR UNIT ARRANGEMENT A

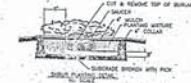
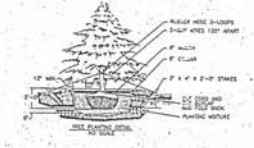
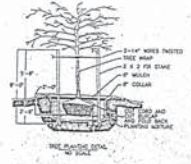


LANDSCAPE PLANTING DETAIL FOR UNIT ARRANGEMENT B

NEWBURN ROAD 120' WD. R.O.W.

- LANDSCAPE REQUIREMENTS:**
- THE WORK SHALL INCLUDE THE INSTALLATION OF ALL NECESSARY MATERIALS, LABOR, EQUIPMENT, TOOLS AND SUPPLIES REQUIRED FOR THE COMPLETION OF THE WORK.
 - THE PLANT MATERIALS SHALL BE OF THE QUALITY AND TYPE SPECIFIED ON THE PLANT LIST. SEED SHALL BE THE NORMAL SEED OF THE PLANT LISTED IN THE LIST. ALL PLANT MATERIALS SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE "MANUAL STANDARDS FOR NURSERY STOCK".
 - THE PLANT MATERIALS SHALL BE PLANTED IN THE MANNER AND SPACING SPECIFIED BY THE OWNER'S REPRESENTATIVE. THE PLANT MATERIALS SHALL BE PLANTED IN THE MANNER AND SPACING SPECIFIED BY THE OWNER'S REPRESENTATIVE.
 - PLANTS SPECIFIED TO BE PLANTED SHALL BE PLANTED WITHIN THE SPECIFIED TIME FRAME OF DATE. THE CONTRACTOR IS RESPONSIBLE FOR PLANTING THE MATERIALS AT THE CORRECT SPACING AND MAINTAINING THE PLANTS UNTIL THEY ARE ESTABLISHED. THE PLANTS SHALL BE PLANTED IN THE MANNER AND SPACING SPECIFIED BY THE OWNER'S REPRESENTATIVE.
 - ALL PLANT MATERIALS SHALL BE PLANTED AND MAINTAINED UNTIL THEY ARE ESTABLISHED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLANTING THE MATERIALS AT THE CORRECT SPACING AND MAINTAINING THE PLANTS UNTIL THEY ARE ESTABLISHED.
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LANDSCAPE PLAN
HUNTERS GROVE CONDOMINIUMS
PART OF THE SW 1/4 OF SECTION 17, CITY OF LIVONIA



SITE DEVELOPMENT DATA

TOTAL SITE AREA: 4.98 ACRES
SITE IS ZONED R-9 HOUSING FOR THE ELDERLY
PROPOSED IS 18 DUPLEX STRUCTURES OR 36 DWELLING UNITS
DENSITY IS 7.35 UNITS PER ACRE
ALL ARE SINGLE STORY STRUCTURES WITH 2-CAR ATTACHED
GARAGES AND FULL BASEMENTS
PARKING PROVIDED IS TWO PARKING SPACES IN EACH GARAGE
AND TWO SPACES IN DRIVEWAY IN FRONT OF GARAGE
ALL ARE TWO-BEDROOM UNITS

Petition 80-42-2-58
RECEIVED 11-27-01
OWNER/DEVELOPER
HUNTER HOMES, INC.
3941 TELEGRAPH ROAD, SUITE 107
BLOOMFIELD HILLS, MI 48302
248-594-6222
DATE: 12-10-2000
REVISED 11-10-2001
REVISED 11-10-2001



LETTER TO THE LIVONIA CITY COUNCIL

12.

Law
July 25, 2023

MEETING DATE

S072423/R080923

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES: Department of Law, re: Petition 2023-05-03-01 submitted by Dave Hourd, requesting to vacate a surface drainage easement at 17260 and 17270 Carol Drive, located on the east side of Carol Drive between Six Mile Road and Harrison Avenue in the Southeast ¼ of Section 12.

BACKGROUND DETAILS

At your regular meeting of July 24, 2023, you unanimously approved Petition 2023-05-03-01, submitted by Dave Hourd, requesting to vacate a surface drainage easement at 17260 and 17270 Carol Drive, located on the east side of Carol Drive, between Six Mile Road and Harrison Avenue, in the Southeast 1/4 of Section 12. Accordingly, herewith submitted for your consideration is the proposed ordinance amendment prepared for the Department of Law.

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

First Reading

ATTACHMENTS

1. Ordinance for 2023-05-03-01 - Dave Hourd
2. S072423 LTC Req to vacate 2023-05-03-01 Dave Hourd
3. 2023-05-03-01_E-COUNCIL Pkt

APPROVED BY

Paul Bernier, City Attorney

Date: July 25, 2023

Maureen Miller Brosnan, Mayor

Date: July 28, 2023

**AN ORDINANCE VACATING THE USE OF PORTIONS
OF STREET, ALLEY AND PUBLIC GROUND.**

THE CITY OF LIVONIA ORDAINS:

Section 1. The report and recommendation of the City Planning Commission, dated July 12, 2023, setting forth its resolution #07-41-2023 on Petition 2023-05-03-01 submitted by Dave Hourd, requesting to vacate a surface drainage easement at 17260 and 17270 Carol Drive, located on the east side of Carol Drive, between Six Mile Road and Harrison Avenue, in the Southeast 1/4 of Section 12, City of Livonia, Wayne County, Michigan, is hereby accepted and adopted and the Council does hereby approve all proceedings on said Petition 2023-05-03-01, it appearing that a public hearing thereon was held on July 11, 2023, as provided by law and that the proper notices of such hearing were given.

Section 2. Pursuant to Chapter 8 of Title 12 of the Livonia Code of Ordinances, as amended, the City of Livonia's use of the following property is hereby vacated:

Lots 126 and 127, THOMAS F. O'CONNOR'S PARKVIEW ACRES, a sub. of W. 1/2 of S.E. 1/4 of Section 12, T. 1 S., R. 9 E., Livonia Township (now City of Livonia), Wayne County, Michigan. Recorded in Liber 69 of Plats, Page 24 of Wayne County Records.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 4. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.



LETTER TO THE LIVONIA CITY COUNCIL

9.

Planning
July 13, 2023

MEETING DATE

S072423/R080923

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

VACATING PETITION: Planning Commission, re: Petition 2023-05-03-01 submitted by Dave Hourd, to determine whether or not to vacate a surface drainage easement at 17260 and 17270 Carol Drive, located on the east side of Carol Drive between Six Mile Road and Harrison Avenue in the Southeast ¼ of Section 12.

BACKGROUND DETAILS

July 12, 2023

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2023-05-03-01 -Dave Hourd

Dear Council Members:

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

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

#07-41-2023 RESOLVED, That the City Planning Commission does hereby recommend to the City Council that Petition 2023-05-03-01 submitted by Dave Hourd pursuant to Section 12.08 of the Livonia Code of Ordinances of the City of Livonia, as amended, to determine whether or not to vacate a surface drainage easement at 17260 and 17270 Carol Drive, located on the east side of Carol Drive between Six Mile Road and Harrison Avenue in the Southeast ¼ of Section 12, be approved for the following reasons:

1. No objections have been received in connection with this request.
2. The easement is no longer needed or used, and because the garage was built over the easement, the function of the storm drain was eliminated.
3. Vacating the subject easement will remedy a potential encumbrance on the title.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the

provisions of Section 12.08 of the Livonia Code of Ordinances, as amended.

ATTACHMENTS

1. 2023-05-03-01_E-COUNCIL Pkt

APPROVED BY



Mark Taormina, Planning and Economic Development Director

Date: July 14, 2023



Maureen Miller Brosnan, Mayor

Date: July 14, 2023

Petition 2023-05-03-01 submitted by Dave Hourd pursuant to Section 12.08 of the Livonia Code of Ordinances of the City of Livonia, as amended, to determine whether or not to vacate a surface drainage easement at 17260 and 17270 Carol Drive, located on the east side of Carol Drive between Six Mile Road and Harrison Avenue in the Southeast $\frac{1}{4}$ of Section 12.

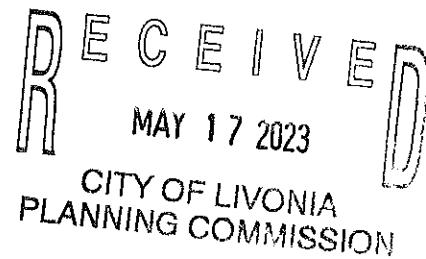
May 17, 2023

City of Livonia

City Council

33000 Center Drive

Livonia, MI 48154-3097



Subject: Request to Vacate an Easement

I'm petitioning to have a surface drainage easement vacated on my property. The reasons are as follow: the area yards all slope to the flood plain for a stream at the back of the properties, recent road improvements including storm sewers have lowered the front grade to the point the easement serves no purpose, the easement is an impediment in the event the property is put up for sale.

Legal description of the property.

Lots 126 and 127, Thomas F. O'Connor's Parkview Acres, a sub, of W, ½ of S.E. ¼ of Section 12. T.1 S., R.9 E., City of Livonia. Wayne, County, Michigan. Recorded in Liber 69 pf Plats, Page 24 of Wayne County Records.

A copy of a survey provided when I purchased the property is attached as a reference document.

Sincerely

Dave Hourd

A handwritten signature in cursive script that reads "Dave Hourd".

17260 Carol Street

Livonia, MI 48152

Tel: 734-526-5250

UNAPPROVED MINUTES

1

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

On Tuesday, July 11, 2023, the City Planning Commission of the City of Livonia held its 1,201st Public Hearing and Regular Meetings in the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan.

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

Members present:	Wafa Dinaro	David Bongero	Sam Caramagno
	Glen Long	Peter Ventura	Ian Wilshaw

Members absent: None

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

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

ITEM #1 PETITION 2023-05-03-01

Dave Hourd

Mr. Caramagno, Secretary, announced the first item on the agenda, Petition 2023-05-03-01 submitted by Dave Hourd pursuant to Section 12.08 of the Livonia Code of Ordinances of the City of Livonia, as amended, to determine whether or not to vacate a surface drainage easement at 17260 and 17270 Carol Drive, located on the east side of Carol Drive between Six Mile Road and Harrison Avenue in the Southeast ¼ of Section 12.

UNAPPROVED MINUTES

2

Mr. Taormina: Thank you, Mr. Chairman. This is a request to vacate a surface drainage easement pursuant to the Code of Ordinances, which requires Planning Commission review and recommendation to the City Council on any vacations of public utility easements. The site is on the east side of Carol Drive, north of Six Mile about one half mile west of a Middelbelt Road. The easement runs through the middle of a residential property that is made up of two platted lots, Lots 126 and 127 of Thomas F O'Connor's Parkview Acres Subdivision. These lots are under common ownership and contain a single home with an attached garage. The house and garage extend across this common lot line, which is where the easement exists. The easement was recorded in 1942 with the original subdivision plat. It is 10 feet wide and runs from the front of the property to the back through a portion of the attached garage. The subdivision now contains storm sewers, which do not rely on the subject easement. The Engineering Department has reviewed this case and has no objections to the easement being vacated since it is not used to convey stormwater and allowing it to remain could pose an encumbrance on the property. With that I will read the correspondence. 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 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 easement vacation at this time. The subject parcels are assigned the addresses of #17260 and #17270 Carol Drive. The existing easement was included with the plat of the subdivision and was intended to convey surface drainage. Subsequently, storm sewers were installed during a street paving project rendering the easement useless. Also, a residential structure has been built across the easement eliminating any chance of conveying storm drainage in the future. Due to these factors, we have no objections to vacating the storm drainage easement."* The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Finance Department, dated June 26, 2023, which reads as follows: *"I have reviewed the addresses connected with the above noted petition. As there are no outstanding amounts receivable, general or water and sewer, I have no objections to the proposal."* The letter is signed by Connie Kumpula, Chief Accountant. The next letter is from the Treasurer's Department, dated June 2, 2023, which reads as

UNAPPROVED MINUTES

3

follows: *"In accordance with your request, the Treasurer's Office has reviewed the address connected with the above noted petition. At this time, there are no outstanding amounts receivable for taxes. Therefore, I have no objections to the proposal."* The letter is signed by Lynda Scheel, Treasurer. That is the extent of the correspondence.

Mr. Wilshaw: Thank you. Mr. Taormina. Is there any questions for our planning staff? I don't see any questions from any of our commissioners. Our petitioner is in the audience. Please come forward, sir. Thank you for being here. Good evening, and we'll start with your name and address for our records.

Dave Hourd, 17260 Carol Street, Livonia, MI.

Mr. Wilshaw: Excellent. Thank you for being here. Is there anything else that you'd like to let us know, other than what we've heard from our planning staff?

Mr. Hourd: It's pretty complete about the only comment that I could make is the whole property runs down to a tributary of the Rouge River, and it's basically a useless piece of...even at the time it was put in it serves no purpose. So that's about it.

Mr. Wilshaw: Okay, that's fair enough. Is there any questions from any of our commissioners for our petitioner?

Mr. Bongero: I met Mr. Hourd out there today and we walked it. It's just a really simple request. It serves absolutely no purpose. For what it's worth, it's just...it's no big deal. So, I'm totally in favor.

Mr. Wilshaw: All right. Thank you. Mr. Bongero. Any other questions from any of our commissioners? Or comments? I don't see any other questions from any of our commissioners. Is there anyone else in our audience wishing to speak for or against this item? I don't see anybody rushing forward. So, with that, I think we can safely close the public hearing and a motion would be an order.

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

#07-41-2023 **RESOLVED**, That the City Planning Commission does hereby recommend to the City Council that Petition 2023-05-03-01 submitted by Dave Hourd pursuant to Section 12.08 of the Livonia Code of Ordinances of the City of Livonia, as amended, to determine whether or not to vacate a surface drainage easement at 17260 and 17270 Carol Drive, located on the east

side of Carol Drive between Six Mile Road and Harrison Avenue in the Southeast ¼ of Section 12, be approved for the following reasons:

1. No objections have been received in connection with this request.
2. The easement is no longer needed or used, and because the garage was built over the easement, the function of the storm drain was eliminated.
3. Vacating the subject easement will remedy a potential encumbrance on the title.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 12.08 of the Livonia Code of Ordinances, as amended.

Mr. Wilshaw: Is there any discussion?

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

Beth El Memorial Park
Cemetery
28300

RUF

HARRISON

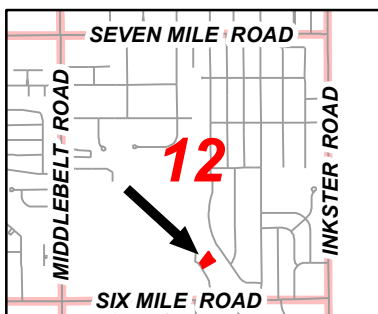
CAROL DRIVE

LATHERS DRIVE

FLORAL AVENUE

RUF

SIX MILE ROAD



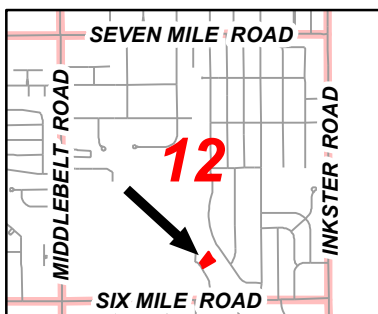
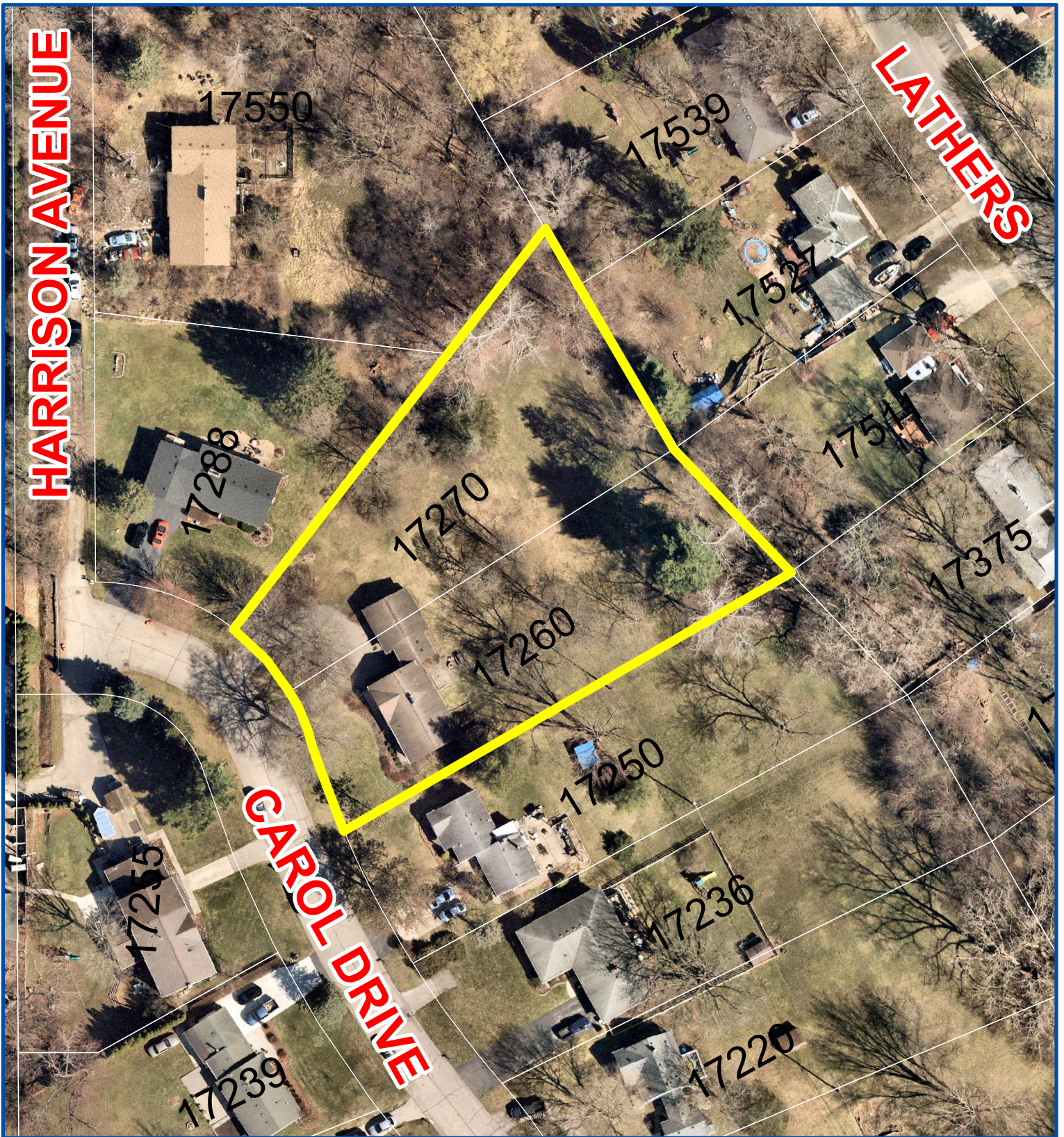
Address & Zoning Map

Petition 2023-05-03-01
Dave Hourd
17260 & 17270 Carol Drive
to vacate a surface drainage easement



Not to Scale

City of Livonia
Planning Department



Aerial Map

Petition 2023-05-03-01

Dave Hourd

17260 & 17270 Carol Drive
to vacate a surface drainage easement



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 4

Petition 2023-05-03-01 submitted by Dave Hourd under Section 12.08 of the Livonia Code of Ordinances of the City of Livonia, as amended, to determine whether or not to vacate a surface drainage easement at 17260 and 17270 Carol Drive, located on the east side of Carol Drive between Six Mile Road and Harrison Avenue in the Southeast ¼ of Section 12.

June 27, 2023: Study Meeting:

This request is to vacate a surface drainage easement that runs through the middle of two (2) contiguous parcels: 17260 and 17270 Carol Drive. The properties are under common ownership and are located on the east side of Carol Drive between Six Mile Road and Harrison Avenue. Situated on the properties are a single house and an attached garage. The home is on 17260 Carol Drive, and the attached garage extends onto 17270 Carol Drive. The easement, recorded with the original subdivision plat, is ten feet (10') wide and runs from the front of the property to the back through a portion of the attached garage. In a letter from the property owner submitted with the request, it is explained that the reasons for the vacating are as follows: 1) the yard area slopes to the flood plain for a stream at the back of the properties, recent road improvements, including storm sewers, have lowered the front grade to the point the easement serves no purpose, and 2) the easement is an impediment in the event the property is put up for sale.

Correspondence from Engineering indicates that the subject easement is not used because storm sewers were installed during a street paving project. Additionally, because the garage was built over the easement, the function of the storm drain was eliminated. Due to these factors, the Engineering Department has no objections to the vacating.

Notice of this petition to vacate the easement has been provided to all known utility and communications companies.

July 11, 2023: Public Hearing:

Approving Resolution: The request to vacate a surface drainage easement at 17260 and 17270 Carol Drive is hereby approved, subject to City Council approval for the following reasons:

1. No objections have been received in connection with this request.
2. The easement is no longer needed or used, and because the garage was built over the easement, the function of the storm drain was eliminated.
3. Vacating the subject easement will remedy a potential encumbrance on the title.



2023-05-03-01

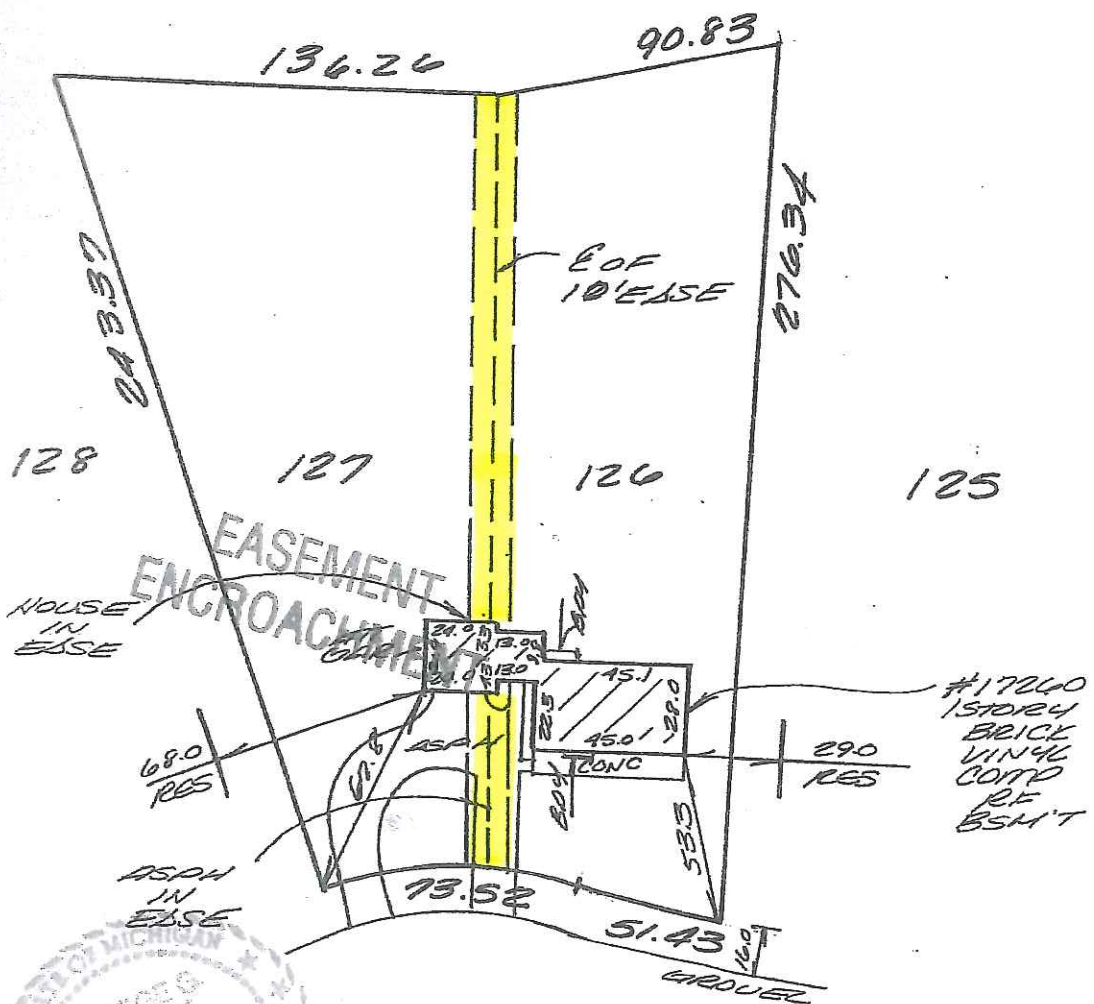
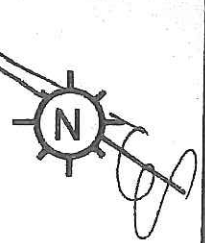
CONSULTING MUNICIPAL & CIVIL ENGINEERS - SURVEYORS. 28304 HAYES - ROSEVILLE, MI 48066 - (810) 774-3000

LEGAL DESCRIPTION OF PROPERTY (AS FURNISHED BY CLIENT)

DATE: 8-4-99

Lots 126 and 127, THOMAS F. O'CONNOR'S PARKVIEW ACRES, a sub. of W. 1/2 of S.E. 1/4 of Section 12, T.1 S., R.9 E., Livonia Township (now City of Livonia), Wayne County, Michigan. Recorded in Liber 69 of Plats, Page 24 of Wayne County Records.

GEORGE JEROME



CAROL DR 60' WD.

RECEIVED
MAY 17 2023
CITY OF LIVONIA
PLANNING COMMISSION

CERTIFICATE: We hereby certify to NORWEST MORTGAGE, INC.
that we have surveyed the above-described property in accordance with the description furnished by you for the
purpose of a mortgage loan to be made by C. DAVID HOURD 734-536-5250

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 1, 2023

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2023-05-03-01 – #17260 & #17270 Carol Drive

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed easement vacation at this time. The subject parcels are assigned the addresses of **#17260 and #17270 Carol Drive**.

The existing easement was included with the plat of the subdivision and was intended to convey surface drainage. Subsequently, storm sewers were installed during a street paving project rendering the easement useless. Also, a residential structure has been built across the easement eliminating any chance of conveying storm drainage in the future. Due to these factors, we have no objections to vacating the storm drainage easement.

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: 2023 Petition File

DEPARTMENT OF FINANCE

Michael T. Slater
DIRECTOR OF FINANCE

Connie Kumpula
CHIEF ACCOUNTANT



MAUREEN MILLER BROSAN
MAYOR

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

June 26, 2023

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

Petition 2023-05-03-01 - 17260 & 17270 Carol Drive

Dear Mr. Miller,

I have reviewed the address connected with the above noted petition. As there are no outstanding amounts receivable (general or water and sewer), I have no objections to the proposal.

Please contact me if you have any further questions.

Very truly yours,

Connie Kumpula
Chief Accountant

CK: jw

OFFICE OF THE TREASURER

LYNDA L. SCHEEL
CITY TREASURER



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3060
(734) 466-2245
FAX: (734) 421-7230

June 2, 2023

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

Re: Petition 2023-05-03-01 17260 & 17270 Carol Drive
Dave Hourd

Dear Mr. Miller,

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

Sincerely,

Lynda L. Scheel
Treasurer, City of Livonia



LETTER TO THE LIVONIA CITY COUNCIL

13.

Engineering
July 18, 2023

MEETING DATE

R080923

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

AWARD OF BID: Engineering Division, re: for the Geotechnical Exploration and Engineering Services for the Proposed 12-inch Water Main Crossing under I-96, West of Schoolcraft Cross-Over Bridge (West of Hix), from budgeted funds.

BACKGROUND DETAILS

Due to the proposed freeway reconstruction of I-96/M-14 from Newburgh Road to Sheldon Road beginning next spring, an existing City of Livonia water main under the freeway will need to be relocated to maintain our existing service areas. The existing main was planned to be replaced by the City due to leaks in the pipe under the freeway, but the schedule for the freeway reconstruction has made the replacement a priority.

In coordination with their project, the Michigan Department of Transportation (MDOT) has agreed to replace the section of water main within the influence of the freeway, as long as the City provides the design (including soil borings) for them to include in their drawings.

In order to fulfill the MDOT requirement to furnish the geotechnical exploration (soil borings) and engineering services for the proposed 12-inch water main crossing under I-96/M-14, west of the Schoolcraft Road cross-over bridge, the Engineering Division solicited bids for soil borings. The bids may be summarized as follows:

NAME OF BIDDER	AMOUNT OF BID
SME 15825 Leone Dr., Macomb, MI. 48042	\$22,500
G2 Consulting Group 1866 Woodslee St., Troy, MI. 48083	\$25,500
NTH Consultants, Ltd. 41780 Six Mile Road, Northville, MI. 48168	\$32,000

This office has reviewed the bids and is familiar with the low bidder, SME, and finds this company qualified to perform the work required. It is, therefore, recommended that the Council proceed as follows:

- Award a contract in the amount of \$22,500 to SME, 15825 Leone Drive, Macomb, Michigan

48042. The award should be based upon quantities of work actually completed.

- Authorize an appropriation and expenditure in the amount of \$22,500 for the Geotechnical Exploration and Engineering Services for the proposed 12-inch Water Main crossing under I-96/M-14, west of the Schoolcraft Road Cross-Over bridge from budgeted funds in Account No. 592-559-818-000.
- Authorize the City Engineer to approve minor adjustments to the work, as required.

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

- Award a contract in the amount of \$22,500 to SME, 15825 Leone Drive, Macomb, Michigan 48042. The award should be based upon quantities of work actually completed.
- Authorize an appropriation and expenditure in the amount of \$22,500 for the Geotechnical Exploration and Engineering Services for the proposed 12-inch Water Main crossing under I-96/M-14, west of the Schoolcraft Road Cross-Over bridge from budgeted funds in Account No. 592-559-818-000.
- Authorize the City Engineer to approve minor adjustments to the work, as required.

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

Geotechnical Exploration (soil borings) and Engineering Services

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

\$22,500

DETAILED WORK BEING PERFORMED

Geotechnical Exploration (soil borings) and Engineering Services for the Proposed 12-inch Water Main Crossing under I-96, West of Schoolcraft Cross-Over Bridge (West of Hix)

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

\$22,500 from budgeted funds in Account No. 592-559-818-000

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

Lowest Bidder

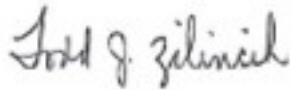
REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and

why, Consortium package, etc): n/a

ATTACHMENTS

1. SME Proposal and Bid
2. G2 Proposal and Bid
3. NTH Proposal and Bid

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: July 20, 2023



Don Rohraff, Director of Public Works

Date: July 20, 2023



Michael Slater, Finance Director

Date: July 20, 2023



Paul Bernier, City Attorney

Date: July 20, 2023



Maureen Miller Brosnan, Mayor

Date: July 20, 2023



15825 Leone Drive | Macomb, MI 48042
Phone: 586-731-3100

PROPOSAL

DATE: July 13, 2023

CLIENT INFORMATION

Contact: Mr. David Lear
Company: City of Livonia
Email Address: DLear@livonia.gov
Address: 33000 Civic Center Drive
City: Livonia State: MI Zip: 48145
Phone: (734) 466-2608 Cell:

PROJECT INFORMATION

Project Name: HDD Crossing I-96 and Hix Road
City: Livonia State: MI
SME Project No.: P02120.23
Client P.O. No.: TBD
Client W.O. No.: TBD

The City of Livonia has requested SME provide geotechnical engineering services for a proposed utility crossing at I-96 near Hix Road in Livonia, Michigan. We understand that Horizontal Directional Drilling (HDD) utility installation methods will be used for this project. This work will be performed in general accordance with our email communications with Mr. David Lear of the City of Livonia, the following scope of services, and by our appended general conditions and special conditions for drilling and excavating.

SITE-SPECIFIC SCOPE OF SERVICES

- SME will obtain a permit to operate in the MDOT Rights-of-way (ROW) through MDOT. We will also contact the ONECALL/MISSDIG system and the MDOT ITS to locate and clear utilities the project area of utilities.
- SME will subcontract traffic control in the MDOT ROW (per MDOT Traffic Control Typical). We will mobilize a truck-mounted drill rig to perform three borings, each extending 30 feet below the ground surface and obtain split-spoon samples at 2.5-foot intervals to the explored depths of the borings.
- We will record groundwater levels in the borings during and immediately after drilling. After completion of drilling and groundwater readings, backfill the borings with bentonite and cement grout. Borings performed in pavement areas will be plugged with an EPCO hole plug and capped with cold patch or cement. We will attempt to spread excess cutting soils onsite in the greenbelt areas.
- We will perform laboratory tests including standard visual soil classification on recovered samples along with moisture content and strength properties of recovered cohesive samples.
- Summarize our findings and analyses in a single report for the crossings to include the following:
 - Descriptions of the site conditions, project information, and evaluation procedures; the soil and groundwater conditions encountered in the borings; and the field and laboratory testing programs and an interpretive analysis of the results;
 - A review of the proposed HDD procedures;
 - Recommendations for boring and receiving pit excavations including general recommendations for temporary earth retention and temporary dewatering based on the requirements of current MDOT Forms 3702 and 3703A and a discussion of potential geotechnical-related construction issues pertaining to the HDD process (such as weather, groundwater control, and other conditions that may affect construction), based on the soil and groundwater conditions encountered;
 - A boring location diagram; and a log prepared for each boring that will include a description of the soils encountered and the results of the field and laboratory test.

OPTIONAL SERVICES

- Upon request, we can provide optional services for temporary earth retention design for entry and exit pits and empirical data design tables. These empirical data design tables would provide empirical shear modulus values (Gmax) for use in hydrofracture analysis and drilling fluid calculations for each soil boring. These tables would require additional laboratory testing to complete. We have allocated up to 2 composite Atterberg Limit tests for this project.

Our fees will be assessed on a Time and Materials basis in accordance our current fee schedules. We recommend a project budget of \$22,500 for this project, as outlined below

TABLE 1: PROFESSIONAL SERVICES FEE BREAKDOWN

TASK		FEE ESTIMATE
BASE SCOPE OF SERVICES:	Permitting and Project Coordination	\$2,000
	Site Staking and Field Coordination	\$1,300
	Drilling Services	\$4,500
	Geotechnical Laboratory Services	\$1,200
	Traffic Control (\$4,750 per day for two days)	\$9,500
	Project Management/Engineering/ Report	\$4,000
SUBTOTAL		\$22,500
ADDITIONAL SERVICES:	Extend Boring 30 to 40 feet*	\$38/ft*
	Additional semi-continuous sampling	\$60/sample

*Note: Additional drilling, if required, will be provided for an additional fee as noted in the table above. This fee includes drilling, standard sampling, grouting, laboratory analysis, and boring log preparation.

OPTIONAL SERVICES

Temporary Earth Retention Design: \$5,000 to \$9,000
 Empirical Data Table and Additional Laboratory Tests: \$2,500

SCHEDULE & AUTHORIZATION

Field services are scheduled to be performed on August 24, 2023 provided written and/or oral authorization is received by July 21, 2023. The field exploration should take about two days to complete. Our report can be made available within about 15 business days after completion of the field exploration. If our schedule does not meet your requirements, please contact us.

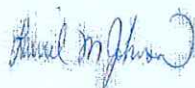
We appreciate the opportunity to be of service on this project. If you have questions regarding this proposal, please contact us. Please sign our General Conditions and return them to us.

SME



Signature

Prepared By: Bryan R. Bernard, PE
 Title: Project Engineer



Signature

Reviewed By: Laurel M. Johnson, PE
 Title: Senior Consultant

Attachments: Important Information About This Geotechnical Engineering Proposal
 SME General Conditions (3/15)
 SME Special Conditions for Drilling and Excavation (03/15)

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project *is not* a mold prevention consultant; *none of the services being offered have been designed or proposed for the purpose of mold prevention.*

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm's membership in GBA by contacting GBA directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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SME GENERAL CONDITIONS

- 1. DEFINITIONS:** In this Agreement, the party agreeing to have the services performed is the "CLIENT." The CLIENT's CLIENT shall be referred to as the "OWNER." Unless expressly stated otherwise, SME, its employees, agents, subconsultants and subcontractors, are collectively referred to as "SME." The "services" to be provided under this Agreement are defined in SME's Proposal and subsequent written amendments, change orders, or otherwise-authorized additional services.
- 2. INVOICING AND PAYMENT:** SME will submit invoices to CLIENT monthly and a final bill upon completion of services. Payment is due upon presentation of invoice to the CLIENT and is past due 30 days from date of the invoice. CLIENT agrees to pay a service charge of 1-1/2% per month, or the maximum rate allowed by law, whichever is greater, on past due accounts.
- 3. INSTRUMENTS OF SERVICE:** All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by SME in connection with this Project shall be considered instruments of service, and shall remain the property of SME. SME grants CLIENT and OWNER a limited license to use such instruments of service for the purpose of designing, constructing, maintaining or repairing work that is part of this Project. Any reuse of SME's instruments of service for any purpose other than the limited license granted herein is prohibited and SME shall have no responsibility to CLIENT, OWNER or third parties for unauthorized use of its instruments of services.
- 4. RECORDS RETENTION:** SME will retain pertinent records relating to the services performed for CLIENT for a period of time consistent with SME's File Management Plan, a copy of which will be provided to CLIENT upon request. During that period, the records will be made available to the CLIENT at reasonable times. At the end of the retention period indicated in SME's File Management Plan, SME may, in its sole discretion, dispose of all such records.
- 5. SME MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARDS TO ITS SERVICES.**
- 6. TERMINATION:** Either party may terminate this Agreement upon at least 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination will not be effective if that substantial failure is remedied before expiration of the period specified in the written notice. This Agreement shall also be automatically terminated upon a suspension of the Project for more than 3 months. In the event of termination, CLIENT will pay SME for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension, prior to completion of all reports contemplated by this Agreement, SME may complete such analyses and records as are necessary to complete the files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension include all direct costs of completing such analyses, records, and reports.
- 7. DISPUTES:** If any dispute arising out of or relating to this Agreement, or its breach, is not settled through direct discussions, the parties agree that as a condition precedent to litigation or arbitration, they will endeavor for 30 days following written notice by one party to the other of a dispute or breach, to settle the dispute by mediation with the assistance of a neutral mediator. In any litigation or arbitration, if applicable, the parties agree that the prevailing party is entitled to recover all reasonable costs incurred in defense or prosecution of the claim, including its staff time, court costs, attorney's fees, and other claim-related expenses. Notwithstanding, SME has no obligation to mediate with CLIENT prior to litigation when collecting fees owed by CLIENT.
- 8. AUTHORIZATION:** By signing these General Conditions, CLIENT agrees to accept the proposal, including these General Conditions and any Special Conditions, as the Agreement governing SME's services and the relationship between the parties. If CLIENT gives SME other-than-written authorization to proceed with services after receiving SME's written proposal, CLIENT accepts the proposal, these General Conditions, and any Special Conditions, as the Agreement governing SME's services, and the Agreement is effective, except for those provisions that CLIENT objects to in writing within 7 days following the other-than-written authorization.
- 9. SAFETY:** SME will be responsible only for the safety of SME employees. Unless otherwise explicitly described in our scope of services, the scope of services does not include job or site safety for, or supervision or direction of, the work of others. The presence of SME on the job site should not be construed to in any way relieve the CLIENT, other contractors, or other parties on the site of the obligation and responsibilities for their personal safety and the safety of their employees, consultants, and subcontractors.
- 10. INSURANCE:** SME and its staff are protected by worker's compensation insurance and SME has coverage under General Liability and Professional Liability insurance policies. SME will provide CLIENT with evidence of such policies upon written request. SME is not responsible for any loss, damage or liability arising from acts of CLIENT, its agents, staff, and other consultants employed by CLIENT.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CLIENT shall hold harmless, defend, and indemnify SME from and against all claims, damages, losses and expense, including reasonable attorney fees, arising out of the performance of SME's services or the materials of others in connection with the Project regardless of whether or not such claim, damage, loss or expense is caused in part by SME; provided however, that this obligation shall not apply to claims, damage, loss or expense caused solely by negligence of SME.

12. GOVERNING LAW: The parties agree that this Agreement shall be governed in all respects by the laws of the State of Michigan.

13. LIMITATION OF LIABILITY: In consideration for SME's undertaking to perform services at the rates set forth on the Fee Schedule attached to SME's proposal or the lump sum fee provided, CLIENT agrees to limit all potential liability of SME to CLIENT, its employees, agents, successors and assigns, for any and all claims, losses, breaches, damages or expenses arising from, or relating to SME's performance of services on this Project, such that SME's total aggregate liability to CLIENT, its employees, agents, successors and assigns shall not exceed \$50,000 or SME's total fee for the services rendered on the Project, whichever is greater. The CLIENT understands that it may negotiate a higher limit of liability in exchange for an appropriate increase in SME's fee.

- a) CLIENT further agrees that it will require all of its contractors and consultants on this project and their respective subcontractors and subconsultants, be bound by an identical limitation of SME's aggregate liability in their agreements for work on this Project.
- b) CLIENT further agrees that it will require all of its contractors and subcontractors defend and indemnify CLIENT and SME from any and all loss or damage, including bodily injury or death, arising from contractor or subcontractors performance of work on this Project, regardless of whether or not such claim, damage, loss or expense is caused in part by SME provided however, that this obligation shall not apply to claims, damage, loss or expense caused by the sole negligence or fault of SME.

14. PERIOD OF LIMITATION: Notwithstanding any period of limitations that might otherwise apply, the parties agree that no action, claim or proceeding of any kind, whether in tort, contract or equity arising out of SME's services may be brought against SME more than two years after the first to occur of the following events: (i) the date of CLIENT's acceptance, use or occupancy of the Project that is the subject of this engagement, or (ii) the date of SME's last service in connection with this Project.

15. ADDITIONAL SERVICES: If SME provides services at the request of CLIENT, in addition to those described in the scope of work contained in SME's proposal, CLIENT agrees that these general conditions including any Special Conditions shall apply to all such additional services.

16. AGREEMENT: This Agreement includes SME's Proposal, these General Conditions, and any other Special Conditions, Fee Schedules, or other documents provided with SME's Proposal. This Agreement constitutes the entire contractual relationship between the parties and cannot be changed except by a written instrument signed by both parties. All preprinted Terms and Conditions on CLIENT's Purchase Order(s) or acknowledgement forms are inapplicable to this Agreement. In the event any provision of this Agreement is held invalid or unenforceable, the other provisions will remain in full force and effect, and binding upon the parties. All the terms of this Agreement, including provisions relating to limitation and allocation of liability, shall survive the completion and/or termination of this Agreement. This Agreement cannot be assigned by either party without the written consent of the other party.

Please complete and return the signed General Conditions to SME to indicate acceptance of this proposal and to initiate work on the referenced project. The CLIENT's signature or direction to proceed also indicates that he/she has read or has had the opportunity to read the General Conditions and agrees to be bound by such General Conditions.

SME PROPOSAL

Proposal No.: P02120.23

Project Name: HDD Crossing I-96 and Hix Road

Project Location: Livonia, Michigan

CLIENT PROPOSAL AND AGREEMENT ACCEPTANCE(Please Print or Type)

CLIENT Signature: _____ Date: _____

Printed Name: _____

Title: _____

CLIENT (Company) Name: _____

Address: _____

Telephone No.: _____ Email: _____

SME SPECIAL CONDITIONS FOR DRILLING AND EXCAVATION

1. **RIGHT TO SUBCONTRACT:** SME reserves the right to subcontract for drilling, excavation of test pits, clearing and grubbing for site access, traffic control, and other instrumentation or services necessary to perform the services required by the Agreement.
2. **RIGHTS OF ENTRY:** CLIENT shall provide any necessary rights of entry for SME, including its agents, staff, contractors or subcontractors, to access the site to perform all acts, studies, and research, including tests and evaluation, pursuant to the agreed services. CLIENT shall inform SME of any special requirements as a condition upon such rights of entry.
3. **PERMITS AND LICENSES:** CLIENT shall secure all required permits, except specific permits identified in Agreement as being secured by SME. SME shall hold and maintain all necessary business and professional licenses, registrations, and accreditations necessary to perform its services.
4. **UNDERGROUND UTILITIES AND STRUCTURES:** SME will take reasonable precautions to avoid damage to subterranean structures or utilities, including contacting the appropriate One-Call system for utility clearance. Unless otherwise identified in the Agreement, CLIENT is responsible for identifying all subterranean structures or utilities in the area of evaluation and sharing that information with SME prior to commencement of the field exploration. CLIENT agrees to furnish SME with all information identifying the type and location of utility lines and other man-made structures located beneath the surface of the site in the proposed work area. CLIENT will also locate all known private underground utilities at the site prior to SME performing the field exploration. CLIENT agrees to defend, indemnify and hold SME harmless from all claims, liability, and expense associated with alleged damage to subterranean utilities or structures, except if such damage was caused by SME's sole negligence.
5. **SITE PLANS AND SURVEYS:** CLIENT will provide available project site plans and surveys, preferably in digital format (AutoCAD compatible format), and provide topographical information, if available. The accuracy and proximity of survey control provided by CLIENT will affect the accuracy of test locations and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.
6. **TEST LOCATIONS:** If unanticipated site conditions or site conditions not made known to SME prevent access to locations specified in the Agreement, then SME may deviate a reasonable distance from proposed test locations. If CLIENT objects, then SME shall have the right to reasonable adjustment of its fees and time for performance.
7. **FIELD SERVICES SCHEDULE:** Field services will be performed Monday through Friday, except on holidays, and during normal business hours unless noted otherwise in the Agreement. Additional fees may be required for field services provided on weekends and holidays, or at times other than normal business hours.
8. **RESTORATION:** CLIENT recognizes that some damage to the site may occur in the normal course of our services. SME will exercise reasonable care to mitigate damage from drilling or excavation equipment to lawn, landscape, pavement, or soft ground. Unless otherwise stated in the Agreement, our fee does not include time or expenses associated with the repair of wheel ruts, track marks, or other damage such as crop damage. Due to the potential applicability of environmental and transportation regulations, excess soil cuttings generated from drilling activities will not be removed from the site by SME. Unless otherwise noted in the Agreement, the boreholes will be backfilled with auger cuttings and/or bentonite, and excavations will be backfilled with excavated material. Asphalt coldpatch or quick-setting concrete will normally be used to repair existing pavement areas flush to the existing grade. Core holes in concrete floors and bridge decks will be filled with quick-setting concrete flush to the existing floor surface. Excess soil will be left on-site at the locations of the boreholes or excavations, placed in nearby greenway areas, or containerized as appropriate for site and environmental conditions.
9. **VARIATIONS IN SUBSURFACE CONDITIONS AND INTERPRETATION OF SME DATA:** CLIENT recognizes that subsurface conditions on the site may vary from those encountered at the locations where borings, surveys, or explorations are made by SME and that the data, interpretations and recommendations of SME are based solely on the information available to SME. SME will not be responsible for the data generated by others or interpretations and recommendations by others based upon the data and information developed or provided by SME.
10. **SURFACE MATERIALS:** Unless otherwise noted in the Agreement, SME will obtain approximate thickness measurements of surficial materials, such as pavements, aggregate base, and topsoil, at the time of the exploration. These measurements are considered approximate since some mixing of surficial materials and the underlying subgrade can occur. Additional evaluation methods and additional fees would be required to obtain more precise measurement of surface materials.
11. **TRAFFIC CONTROL:** Unless otherwise noted in the Agreement, SME will be responsible for supplying such signs, barricades and traffic control personnel as may be needed for safe drilling or excavation operations.

12. SAMPLE DISPOSAL:

- a. Unless otherwise requested in writing by CLIENT, SME will dispose of soil samples submitted to SME's laboratories 60 days after the samples are obtained. Unless otherwise requested in writing by CLIENT, samples submitted to subcontract laboratories will be disposed by those laboratories in accordance with their sample retention policies. CLIENT agrees that it will not hold SME responsible or liable for any loss of test specimens or samples, and CLIENT agrees to pay costs associated with the storage of samples beyond the normal storage times described herein.
- b. In the event residual sampled materials in SME's possession are determined to be RCRA hazardous wastes, contain PCBs above Type II landfill disposal limits, or are otherwise subject to state or federal disposal restrictions, we will, after completion of testing and at CLIENT's expense, and using a manifest signed by CLIENT as generator, have such samples transported to a location selected by CLIENT for final disposal (see **Disposal of Hazardous and Other Regulated Wastes**). CLIENT agrees to pay all costs associated with the storage, transport, and disposal of such samples. CLIENT recognizes and agrees that we are acting as a bailee and at no time assume title to said waste.

13. ENVIRONMENTAL RISKS:

- a. CLIENT shall inform SME of any known environmental site conditions that could affect the health and safety of our field personnel or that could affect SME's performance of its services. For projects other than environmental assessments, SME will report only for informational purposes, unusual odors and/or colorations of the soil observed during field activities.
- b. Unanticipated hazardous substances, subsurface contaminants, and/or biological pollutants (HAZMAT) or levels of HAZMAT may exist at the project site. The discovery of unanticipated HAZMAT may constitute a changed condition mandating renegotiation of the scope and fees and make it necessary for SME to take immediate measures to protect human health and safety, and/or the environment. SME agrees to notify CLIENT as soon as practicable if unanticipated HAZMAT is encountered. CLIENT authorizes SME to take measures that, in SME's sole professional opinion, are justified to preserve and protect the health and safety of SME's personnel and the public, and/or environment, and CLIENT agrees to compensate SME for the additional cost of such work. SME does not assume control of or responsibility for reporting to any federal, state, or local public agencies, any conditions at the site that may present a potential danger to health, safety, or the environment.
- c. There is a risk that drilling and sampling may result in contamination of certain subsurface areas, such as when a boring device moves through a contaminated area and connects it to an aquifer not previously contaminated. SME will exercise reasonable care and caution to prevent such occurrences; however, because such drilling and sampling is a necessary aspect of the services that SME will provide for CLIENT's benefit, CLIENT agrees that SME shall not be held liable for exacerbation of HAZMAT caused in this manner.
- d. CLIENT recognizes that discovery of HAZMAT on the site may result in a significant reduction of the property's value, and SME cannot be held responsible for such devaluation.
- e. It is possible this assessment may fail to reveal the presence of contaminants, hazardous materials, or other types of environmental contamination collectively referred to as "contaminants" at sites where contaminants are assumed, expected, or subsequently determined to exist. CLIENT understands that SME's failure to discover contaminants does not guarantee that contaminants do not exist at the site. Similarly, a site which in fact is unaffected by contaminants at the time of SME's study, may later, due to natural phenomena or human intervention, become contaminated. CLIENT agrees that it would be unfair to hold SME liable for failing to discover contaminants whose exact location is impossible to foretell, or for failing to discover contaminants, which, in fact, did not exist at specific sampling locations at the time such samples were taken. Accordingly, CLIENT waives any claim against SME, and agrees to defend, indemnify and save SME harmless from any claims or liability for injury or loss arising from SME's failure to detect the presence of contaminants through techniques commonly employed for the purpose.
- f. CLIENT agrees to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from encountering unexpected HAZMAT, including compensation for any time spent and expenses incurred by SME.

- 14. DISPOSAL OF HAZARDOUS AND OTHER REGULATED WASTES:** CLIENT agrees to select treatment/disposal facilities, pay for transportation and disposal, and sign, or have OWNER sign all waste profile forms, land disposal certifications, transportation manifests, and any other documentation required for transportation and disposal of hazardous wastes, PCB wastes, or other regulated wastes. Under no circumstance will SME select a disposal /treatment facility, arrange for transportation or disposal of regulated wastes, or otherwise act as agent for the generator of the wastes. CLIENT agrees to the maximum extent permitted by law to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous wastes, substances or constituents or allegations that SME generated, transported, stored, treated or disposed of wastes or other contaminated materials, or arranged for the transportation, treatment, storage, or disposal of wastes or other contaminated materials, subject to federal, state, or local regulation or law.



May 23, 2023

Mr. David Lear
Assistant City Engineer
City of Livonia
12973 Farmington
Livonia, MI 48150

RE: Proposal for Geotechnical Investigation
Proposed Watermain Replacement
I-96 at Schoolcraft Road
Livonia, Michigan
G2 Proposal No. 230405

Dear Mr. Lear:

This letter will serve as our proposal and agreement to perform a geotechnical investigation for the proposed watermain replacement project extending under I-96 west of the Schoolcraft Road overpass in Livonia, Michigan. We understand the existing 12-inch watermain is leaking and will be replaced. The proposed watermain will be installed approximately 15 feet below the I-96 grade using trenchless installation methods.

The purpose of our investigation is to determine and evaluate the general geotechnical conditions along the proposed utility alignment and develop general recommendations for the proposed underground utility construction. Our proposal has been prepared based on your e-mail, the proposed plan you provided, and our experience with similar projects.

SCOPE OF SERVICES

A licensed professional engineer acting as a Project Manager will direct the investigation. Our scope of services will consist of the following:

1. G2 Consulting Group, LLC will contact the local utility locating company "MISS DIG". It should be noted that MISS DIG requires a minimum of 72 hours to locate utilities. Private utilities are not located by "MISS DIG". Therefore, any information you have pertaining to private utilities should be forwarded to us prior to drilling operations commencing. We will use reasonable care to avoid underground utilities, however, G2 will not be responsible for any damage to utilities not marked or incorrectly marked. Also, any special access issues regarding the site should be provided to G2 prior to commencement of our on-site work.
2. The soil borings will be performed under G2's annual trunkline access permit. We will submit an advanced notice through MDOT CPS a minimum of 5 days prior to the start of work.
3. G2 will hire a subcontractor to provide lane closures along I-96 to provide a safe work area for the soil boring operations. Lane closures are restricted to between 9 am and 3 pm.
4. A G2 engineer will be on-site during the fieldwork to coordinate traffic control and oversee the drilling operations.

g2consultinggroup.com

Headquarters	1866 Woodslee St	Troy, MI 48083	P 248.680.0400	F 248.680.9745
Ann Arbor	1350 Eisenhower Pl	Ann Arbor, MI 48108	P 734.390.9330	F 734.390.9331
Chicagoland	1186 Heather Dr	Lake Zurich, IL 60047	P 847.353.8740	F 847.353.8742



5. As required, we will perform three (3) soil borings for the proposed project, with each soil boring extending to a depth of 30 feet below existing grades. One soil boring will be drilled in the outside shoulder of westbound I-96, one soil boring will be drilled in the center median of I-96 near the outside shoulder of westbound I-96, and one soil boring will be drilled in the outside shoulder of eastbound I-96. Soil borings will be located 10 feet from the proposed utility alignment, provided existing structures or utilities do not impede drilling at those locations. Where soil borings extend through the existing concrete shoulder, the pavement will be cored with a 6-inch diameter electric-powered core barrel prior to the soil boring operations. Our proposal is based on a total drilling depth of 90 vertical feet. Soil borings will entail soil sampling at 2-1/2 foot intervals using the Standard Penetration Test Method. The boreholes will be backfilled with grout upon completion of drilling operations. **It should be understood that some settlement of the borehole fill may occur and no future maintenance of the holes is included in our fee.**
6. Our proposal does not include determination of station, offset, or ground surface elevation. The City will be responsible for surveying the soil boring locations per MDOT requirements after completion of our field work. The survey information should be provided to G2 to be included in our geotechnical report.
7. We will perform laboratory testing to determine the physical characteristics of the subsurface soils. The testing program may include, as appropriate, determination of the unconfined compressive strength, natural moisture content, grain size distribution, and soil classification in accordance with the Unified Soil Classification System.
8. We will prepare an engineering report summarizing our findings and presenting evaluations, conclusions, and recommendations about the following items:
 - Subsurface soil and groundwater conditions
 - Recommendations for appropriate trenchless method for watermain installation based on the subsurface conditions
 - Construction considerations
 - Other geotechnical conditions which may impact the proposed utility installation

PROFESSIONAL FEES

We propose to perform the services outlined in this proposal for a lump sum fee of **\$25,500**. This lump sum fee assumes a truck-mounted drill rig will be used to access the soil boring locations. If additional drilling is required due to poor soil conditions such as peat, marl, very loose granular soils, or very soft cohesive soils, the soil borings will be extended, as necessary. We will invoice \$60 per additional foot of drilling. Additional site mobilizations due to site issues that are outside of our control will be billed at \$3,500 per mobilization.

Should you or field conditions require additional work beyond the scope outlined in this proposal, we would contact your office with an estimate and obtain your permission prior to performing such services. Charges for additional services will be based on the attached Fee and Rate Schedule.

PROJECT SCHEDULE

Drilling operations can be scheduled within approximately 15 to 20 working days following notice to proceed from the client, permit approval from MDOT, and utility clearance through the MISS DIG network. Due to the limited work hours allowed by MDOT, fieldwork is expected to take three days, provided weather and/or site conditions permit. The engineering report will be available within approximately 12 to 15 working days following completion of the drilling operations. Preliminary verbal



recommendations should be available within several days after completion of the drilling operations. We will provide an electronic copy of the geotechnical report.

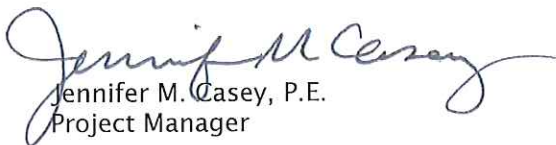
TERMS AND CONDITIONS

General conditions relating to the performance of our services are presented in the attached General Conditions and are made part of this proposal. As authorization to proceed, please have one copy of this proposal executed by an authorized representative of the party responsible for payment of services and return it to G2 Consulting Group, LLC. A signed copy of this proposal must be received before work is initiated. The prices discussed in this proposal remain valid for a period of 60 days from the date of this proposal. After 60 days, we reserve the right to revise our prices. If there are any questions regarding the proposal, please contact us.

We appreciate the opportunity to be of service to you and look forward to working with you. If you have any questions regarding our proposed scope of services or any other matter pertaining to the pavement investigation, please do not hesitate to call.

Sincerely,

G2 Consulting Group, LLC



Jennifer M. Casey, P.E.
Project Manager



Noel J. Hargrave-Thomas, P.E.
Principal

JMC/NJHT/ljv

Encl: Fee and Rate Schedule
General Conditions

ACCEPTED FOR CITY OF LIVONIA:

BY: _____

DATE: _____



CONSULTING
GROUP

FEE AND RATE SCHEDULE PROFESSIONAL SERVICES

PERSONNEL

Fees for our services will be based upon the time worked on the project by professional, technical, and clerical personnel according to the following schedule:

PER HOUR	
Principal	\$240.00
Project Consultant	\$205.00
Project Manager	\$200.00
Senior Project Engineer	\$162.00
Project Engineer	\$156.00
Senior Environmental Scientist	\$152.00
Senior Staff Engineer	\$133.00
Staff Engineer	\$114.00
Field Engineer	\$114.00
Field Coordinator*	\$110.00
Senior Technician*	\$107.00
Technician II*	\$99.00
Technician I*	\$83.00
Word Processor*	\$79.00

*For these personnel, overtime work will be charged at a rate equal to 1.5 times the Standard Rate.

A premium of 50 percent will be added to hourly rates for expert testimony and depositions.

G2 technicians include Engineering, Environmental, and Construction Materials technical specialists.

G2 operates on a strong project management system, and a Project Manager is appointed for each project.

EXPENSES

The following expenses, when incurred in direct connection with the project, will be charged at the rate shown:

Transportation, Lodging, and Subsistence for Out of Town Travel	Cost + 15%
Printing, Reproduction, Photographs, Long Distance Telephone and	
Telecopier Charges, Shipping Charges and Material Purchases	Cost + 15%
Vehicle Travel for Projects	\$0.80/Mile

SUBCONTRACTORS/SUBCONSULTANTS

On projects requiring subcontractors or subconsultants, we will obtain the services of reputable contractors or consultants to perform such work. The fees of these contractors or consultants plus a 15 % service charge will be added to our invoices.

INVOICES

Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of our services. Invoices will show charges for different personnel and expense classifications. Each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month on past due accounts.

We reserve the right to suspend or terminate work under our agreement upon failure of the client to pay invoices when due.

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Ann Arbor	1350 Eisenhower Pl	Ann Arbor, MI 48108	P 734.390.9330	F 734.390.9331
Chicagoland	1186 Heather Dr	Lake Zurich, IL 60047	P 847.353.8740	F 847.353.8742



CONSULTING
GROUP

GENERAL CONDITIONS

PUBLIC LIABILITY INSURANCE

We represent and warrant that we and our agents, staff and consultants employed by us are protected by worker's compensation insurance and that we have coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance can be provided to the client upon request. Within the limits and conditions of such insurance, we agree to indemnify and save clients harmless from and against any loss, damage or liability arising from any negligent acts by us, our agents, staff or consultants employed by us. We shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. We shall not be responsible for any loss, damage or liability arising from any negligent acts by our client, its agents, staff and other consultants employed by client.

LIMITATION OF PROFESSIONAL LIABILITY

In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by members of our profession. No warranty, express or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by our observation of work. Client recognizes that actual conditions may vary from those encountered at the location where borings, surveys or explorations are made by us or provided by others, and that our data, interpretations and recommendations are based solely on the information available to the client. We will be responsible for those data, interpretations and recommendations, but shall not be responsible for the interpretation by others of the information developed. Client also recognizes that monitoring of construction by a qualified engineer is essential to verify that designs are appropriate for actual site conditions.

Should we or any of our professional employees be found to have been negligent in the performance of professional services or to have made and breached any expressed or implied warranty, the client agrees that the maximum aggregate amount of our liability and/or that of said professional employees shall be limited to \$25,000.00 or the amount of the fee paid us for professional services on this project, whichever amount is greater.

WAIVER OF LIMITATION OF PROFESSIONAL LIABILITY

In the event the client is unwilling or unable to limit liability in accordance with the provisions set forth in the paragraph hereinbefore, we agree to waive this limitation upon written notice from the client received within ten (10) days after date of contract, and client agrees to pay us a sum equivalent to ten (10) percent additional of the total fee to be charged for the professional services, said sum to be called "Waiver of Limitation of Liability Charge". This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing work in which there is no limitation of liability.

RIGHT OF ENTRY

The client will provide for right of our entry and all necessary equipment, in order for us to complete the work. While we will take reasonable precautions to minimize any damage to the property, it is understood by client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client represents that client has made a reasonable effort to evaluate if hazardous materials including gases are on or near the project site, and that client has informed us of client's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. We and client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. We and client also agree that the discovery of unanticipated hazardous materials may make it necessary for us to take immediate measures to protect health and safety. Client agrees to compensate us for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

We agree to notify client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold us harmless for any and all consequences of disclosures made by us which are required by governing law. In the event the project site is not owned by client, client recognizes that it is client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

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Chicagoland	1186 Heather Dr	Lake Zurich, IL 60047	P 847.353.8740	F 847.353.8742



Notwithstanding any other provisions of the agreement, client waives any claim against us and, to the maximum extent permitted by law, agrees to defend, indemnify, and save us harmless from any claim, liability, and/or defense costs for injury or loss arising from our discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delays of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by us which are found to be contaminated.

UTILITIES

In the prosecution of the work, we will take reasonable precaution to avoid damage or injury to subterranean structures or utilities. The client agrees to hold us harmless for any damages to subterranean structures which are not called to our attention and correctly shown or described on the documents furnished.

OWNERSHIP OF DOCUMENTS

All reports, drawings, plans, specifications, field data, field notes, calculations, estimates and other documents we prepare, as instruments of service, shall remain our property. Client agrees that all reports and other work furnished to the client or his agents, which is not paid for, will be returned upon demand and will not be used by the client for any purpose whatever. We will retain pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the client at reasonable times for a reasonable fee.

RESOLUTION OF DISPUTES

All claims, disputes and other matters in controversy arising out of or in any way related to this agreement will be submitted to Alternative Dispute Resolution (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent we have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternate Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this agreement. If no specific ADR procedures are set forth in the agreement, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under this agreement and that dispute requires litigation instead of ADR as provided above, then:

- (1) the claim will be brought and tried in the judicial jurisdiction of the court where our principal place of business is located and the client waives the right to remove the action to any other judicial jurisdiction, and
- (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim-related expenses.

TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, we shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this agreement, we may complete such analyses and records as are necessary to complete our files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all our direct costs in completing such analyses, records and reports.

ASSIGNS

Neither the client nor our firm may delegate, assign, sublet or transfer its duties or interest in this agreement without the written consent of the party.

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Headquarters	1866 Woodslee St	Troy, MI 48083	P 248.680.0400	F 248.680.9745
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Chicagoland	1186 Heather Dr	Lake Zurich, IL 60047	P 847.353.8740	F 847.353.8742

Representative Client Services

Geotechnical Engineering

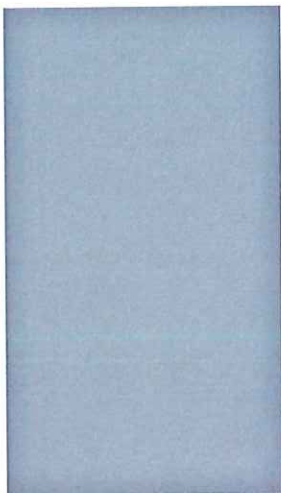
- Soil investigations, including soil borings and test pits
- Design recommendations for foundations, pavements, underground construction and earthwork
- Design of dewatering systems
- Soil dynamic studies, vibrations monitoring and evaluation
- Pile load tests, static and dynamic pile analyses
- Investigation of soil related failures
- Soil and foundation instrumentation
- Laboratory testing of soils

Geoenvironmental Engineering

- Phase I/II Environmental Site Assessment (ESA)
- Baseline Environmental Assessments (BEA)
- National Environmental Policy Act (NEPA) compliance
- Due Care Plan
- Wetland determination/delineation
- Floodplain and wetland permitting
- Hazardous materials evaluations
- Comprehensive asbestos surveys
- Lead based paint evaluations
- Brownfield studies
- Environmental drilling and sampling
- Groundwater monitoring
- Indoor air quality studies
- Water Intrusion/mold evaluations

Construction Engineering

- Field observation and testing
- Earthwork operations
- Foundation construction
- Concrete materials and placement
- Bituminous paving materials and placement
- Masonry
- Laboratory testing of aggregates, concrete, bituminous and masonry
- Construction material evaluation
- AASHTO Accredited Laboratory
- AASHTO R18
- ASTM C1077



Earth Retention Wall Design and Construction



Road Infrastructure Design & Construction

Mr. Jacob Rushlow, P.E.
Assistant Director of Public Works
City of Livonia
12973 Farmington Rd
Livonia, Michigan 48150

June 5, 2023
NTH Proposal No. OP23001681

**RE: Proposal for Geotechnical Exploration and Engineering Services
Watermain Crossing Under I-96 West of Schoolcraft Road Crossover Bridge
Livonia, MI**

Dear Mr. Rushlow:

NTH Consultants, Ltd. (NTH) is pleased to provide this proposal to the City of Livonia (City) to provide geotechnical exploration and engineering services for the proposed crossing of a 12-inch diameter watermain under I-96 west of Schoolcraft Road in Livonia, Michigan. This proposal has been prepared based on the information provided in your email on May 30, 2023, and NTH's experience with similar projects. The following paragraphs detail NTH's understanding of the project, the proposed scope of services, and associated professional fees.

PROJECT DESCRIPTION

NTH understands the City intends to replace its existing 12-inch diameter watermain that goes under I-96, west of the Schoolcraft Road crossover bridge. The current watermain has developed leaks and requires replacement. The City aims to complete the replacement before or during the Michigan Department of Transportation's (MDOT) planned I-96 reconstruction project commencing in 2024. The new watermain will be installed to the east of the existing watermain, also measuring 12 inches in diameter, and will be installed using horizontal directional drilling (HDD) techniques. The new watermain will be located at a depth of approximately 15 feet below the I-96 pavement surface. The proposed project work needs to be completed in accordance with the MDOT geotechnical requirements.

The City has requested NTH to complete the geotechnical exploration for the installation of the new watermain. A detailed scope of the proposed services is provided in the following sections.

SCOPE OF SERVICES

Based on the information discussed above, NTH proposes the following scope of services:

- NTH will communicate with the project design team to discuss the project and to finalize details of the geotechnical exploration, if required, including location of test borings and project schedule.
- NTH will perform a total of three test borings, one at each end of the proposed alignment and one within the I-96 median. The test borings will extend to 30 feet below the ground surface; corresponding to 10 to 15 feet below the proposed pipe.



- Before drilling the test borings, NTH will mark the test boring locations and contact the MISS DIG system and MDOT Staking to coordinate utility clearance at the site.
- NTH will obtain a ROW permit and coordinate any lane closure permits with MDOT.
- It is anticipated that the test borings will be drilled within the MDOT right of way (ROW). Traffic control will be provided in accordance with the most recent Michigan Manual of Uniform Traffic Control Devices (MMUTCD), as well as the most recent Maintaining Traffic Typical by MDOT. NTH will follow appropriate health and safety precautions and our field staff will wear high-visibility safety apparel meeting the requirements of Performance Class 2 or 3 of the ANSI/ISEA 107 during the field activities. NTH anticipates freeway shoulder closures will be required for this work. NTH budgeted 3 days of shoulder closure with a lighted arrow board. NTH anticipates fieldwork will be completed between 9 am and 3 pm, Monday through Friday. However, actual allowable working hours will be determined by MDOT.

NTH's subcontractor will provide the traffic control necessary to core the pavement and advance the test borings.

- NTH's drilling subcontractor will drill the test borings under the full-time technical supervision of NTH's field engineer or geologist. Standard Penetration Testing (SPT) will be performed in each test boring in accordance with ASTM D1586 Standard (includes blows/foot) with samples collected every 2.5 feet to the explored depth of the borings to meet the MDOT requirements. Soil samples will be collected using a 2-inch diameter split spoon sampler. Also, thin wall Shelby tube samples will be collected from representative cohesive soil layers at different depths where needed. Groundwater readings will be obtained during drilling and immediately following drilling completion. If required, NTH will core the paved shoulder prior to drilling. Upon completion of drilling and sampling, the borings will be backfilled with cement grout and the surface will be restored to reasonably match the existing surface conditions. Any leftover spoils from drilling will be left on site in the greenbelt area. NTH's proposal fees do not include drumming or offsite disposal of the drilling spoils.
- NTH will use a Global Positioning System (GPS) unit to obtain horizontal coordinates for the as-drilled test boring locations and use direct tape measurements to obtain lateral offsets relative to existing physical features. Boring coordinates and offsets will be provided in the current MDOT format.
- NTH will perform geotechnical laboratory testing on representative soil samples to determine the physical characteristics of the subsoils encountered. For this project, NTH anticipates that laboratory testing will consist of determining the natural moisture content, in-situ dry density, unconfined compressive strength, Atterberg limits, and grain size analysis for representative soil samples.
- At the completion of the exploration, NTH will provide a geotechnical engineering report. The report will include Logs of Test Boring, including soil classification and blow counts, a test boring location plan, groundwater observations and control considerations, face stability and settlement estimates, as well as other construction recommendations for the proposed HDD bore.

PROPOSED SCHEDULE

Based on NTH's current workload, NTH anticipates starting the fieldwork two weeks after receiving your authorization. MISS DIG and MDOT utility staking will take up to one week. MDOT ROW permit and



Mr. Jacob Rushlow, P.E.
June 5, 2023

advance notice may take up to 2 weeks for approval. NTH expects drilling operations to take up to three days. The laboratory testing will depend on the required number and types of testing and will take one to two weeks to complete. NTH plans to complete the engineering report within two weeks following the completion of laboratory testing.

FEES AND GENERAL CONDITIONS

NTH proposes to perform the services detailed above for a lump sum fee of **\$32,000**.

NTH's fee is based on the following assumptions:

- No on-site meeting will be required with MISS DIG.
- No offsite disposal of soil cuttings from drilling.
- All boring locations are accessible by truck-mounted drilling rig with no delays during daytime hours on Monday through Friday, holidays excluded.

NTH's services will be executed in accordance with the terms in the professional services contract for engineering services, dated October 16, 2018 with the City.

If work beyond the scope of services outlined above is necessary because of the site or subsurface conditions, NTH will request permission from your project representative before proceeding.

NTH appreciates the opportunity to submit this proposal for your consideration. If you find this proposal acceptable, please indicate your acceptance by signing in the acceptance signature area below or via written authorization as a Purchase Order. Please reference NTH proposal number in your purchase order. Should you have any questions or require additional information, please give us a call.

Sincerely,

NTH Consultants, Ltd.

DocuSigned by:

2BF41F0D0F4749B... /for
Deep Bansal, P.E., PMP
Senior Project Engineer

DB/TAD/mlk

DocuSigned by:

362CA59D9ADD457...
Tyler A. Dawson, Ph.D., P.E.
Project Manager



Mr. Jacob Rushlow, P.E.
June 5, 2023

PROPOSAL ACCEPTANCE PAGE

ACCEPTED FOR CITY OF LIVONIA
(NTH Proposal No. 23001681; dated June 5, 2023)

SIGNATURE:

NAME:

TITLE:

DATE: