

**BIRMINGHAM CITY COMMISSION AGENDA
REGULAR MEETING
JUNE 9, 2025
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.**

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, Mayor

II. ROLL CALL

Alexandria Bingham, City Clerk

III. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS, AWARDS, APPOINTMENTS, RESIGNATIONS AND CONFIRMATIONS, ADMINISTRATION OF OATHS, INTRODUCTION OF GUESTS AND ANNOUNCEMENTS.

ANNOUNCEMENTS

- Oakland County Commissioner Charlie Cavell – District 19

APPOINTMENTS

- A. Public Arts Board
 - 1. Lia Jamerson

To appoint _____ as a regular member to the Public Arts Board serve the remainder of a three-year term to expire January 28, 2028.

To appoint _____ as an alternate member to the Public Arts Board serve the remainder of a three-year term to expire January 28, 2028.

IV. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA

V. CONSENT AGENDA

All items listed on the consent agenda are considered to be routine and will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of the items unless a Commissioner or citizen so requests, in which event the item will be removed from the general order of business and considered under the last item of new business.

- A. Resolution to approve the City Commission regular meeting minutes of May 19, 2025.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 22, 2025 in the amount of \$498,064.53.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 28, 2025 in the amount of \$797,956.43.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated June 5, 2025 in the amount of \$659,669.58.

- E. Resolution to approve the appropriations and amendments to the fiscal year 2024-2025 budget as follows:

General Fund:

Expenditures:

Judicial	101.0-286.000-959.0300	\$ 108,040
Public Works	101.0-444.000-981.0100	\$ <u>(108,040)</u>
Total Expenditure Adjustments		\$ 0

Library Fund:

Revenues:

Draw from Fund Balance	271.0-000.000-400.0000	\$ 30,000
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Expenditures:

Furniture	271.0-790.000-972.0000	\$ 30,000
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- F. Make a motion adopting a resolution to approve the proposed consolidation of the nine existing election precinct boundaries to five election precincts.
- G. Resolution to appoint Melissa Coatta as Representative and Jana Ecker as Alternate Representative of the City of Birmingham on the SOCWA Board of Trustees for the fiscal year starting July 1, 2025.
- H. Resolution to appoint Jana Ecker as Representative and Scott Zielinski as Alternate Representative of the City of Birmingham on the SOCRRRA Board of Trustees for the fiscal year starting July 1, 2025.
- I. Resolution to approve the Joint and Cooperative Agreement for Use of Personnel and Equipment during Emergencies via the City's membership with SCOPWA. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.
- J. Resolution to approve a professional service agreement for the 2025 Water/Sewer Rate and Connection Fee Study with Hubbell, Roth & Clark, Inc. with a term ending September 30, 2025. In addition, to authorize the Mayor and City Clerk to sign the Agreement on behalf of the City.
- K. Resolution to award the Quarton Lake Maintenance Dredging Project Contract #15-24 (M) to Mid-American Group in the amount of \$593,008.29 plus a 10% contingency for a total of \$652,309.13. In addition, to authorize the Mayor and Clerk to sign the agreement on behalf of the City contingent upon execution of the agreement and meeting all the insurance and bond requirements by Mid-American Group.
- L. Resolution to prepay in full the assessment for the Evergreen-Farmington Sanitary Drain Drainage District, Corrective Action Plan Walnut Lake No. 1 Drain Bond Series 2025 in the amount of \$15,400.00; to authorize the City Engineer to notify the Drain Board by June 27, 2025 of the intent to prepay; and further to charge this assessment to account number 590.0-537.000-811.0000.

- M. Resolution to set a public hearing date of July 14, 2025 to consider the Special Land Use Permit and Final Site Plan & Design Review application for 479 S. Old Woodward, to permit the modification of the approved floor plans and the issuance of a waiver for 49 off-street parking spaces pursuant to Article 3, Section 3.04 (D)(3)(a) of the Zoning Ordinance.
- N. Resolution to approve the Local Road Improvement Program Cost Participation Agreement between Oakland County and the City of Birmingham. In addition, to authorize the Mayor to sign the agreement on behalf of the City. Funding for this project has been budgeted in accounts 202.0-449.001-981.0100, 590.0-537.000-981.0100, and 591.0-544.000-981.0100.
- O. Resolution to award the 2025 Spring Tree Purchase and Plant project for 208 trees to be installed by KLM Landscape, for a total cost of \$111,438.00 paid from the following accounts:
 - \$22,287.60 from the Major Streets-Operating Supplies (202.0-449.005-729.0000)
 - \$22,287.60 from the Local Streets-Operating Supplies (203.0-449.005-729.0000)
 - \$22,287.60 from the Major Streets-Forestry Service Contractual Services (202.0-449.005-819.0000)
 - \$22,287.60 from the Local Streets-Forestry Service Contractual Services (203.0-449.005-819.0000)
 - \$22,287.60 from the Parks-Forestry Services (101.1-751.000-729.0000)

Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

VI. CITY MANAGER’S REPORT
The City Manager’s Report regularly occurs on the second City Commission meeting of the month. Additionally, reports from prior months can be viewed on the City’.

None.

VII. UNFINISHED BUSINESS

None.

VIII. NEW BUSINESS

- A. Public Hearing for 280 E. Lincoln – Grace Baptist Church – Special Land Use Permit Amendment, Final Site Plan & Design Review
 - 1. Resolution to adopt the findings of the Planning Board and approve the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 280 E. Maple, to permit the renovation of an existing religious institution and associated parking lot.
- B. Resolution in opposition to Oakland County Board of Commissioners Resolution #2025-5051.

- C. Resolution approving a three-year contract between the City and Oakland County for assessing services for the period of July 1, 2025 through June 30, 2028 and to authorize the Mayor and the City Clerk to sign the agreement on behalf of the City and to direct the City Manager to investigate alternate assessing service providers.
- D. Resolution to approve an addendum to the original agreement between the City of Birmingham and RAM Construction Services, Inc. for 2024 Chester St. Parking Structure Repair Project in the amount of \$430,927.20; further, to charge this expense to account number 514.1-594.008-977.000; to authorize the Mayor and City Clerk to sign the addendum on behalf of the City; and further to appropriate and amend the 2024-2025 Automobile Parking System Fund budget as follows:

<u>Revenues</u>		
514.1-000.000-400.0000	Draw from Net Position	\$430,927.20
 <u>Expenses</u>		
514.1-594.008-977.0000	Buildings	\$430,927.20

- E. NEXT Financial Update
- F. Motion adopting an amendment to City Code Chapter 2 - Administration, Article II. – City Commission, Sec. 2-26 to move all City Commission meetings that fall on a holiday to alternate Mondays as needed.

OR

Make a motion adopting a resolution to accept Sec. 2-26 – Regular meetings of the Birmingham City Code as written and direct the City Clerk to create the calendar for consideration of the 2026 year, moving regular City Commission meetings to the following day in accordance with the current ordinance, if the regular Monday meeting falls on a legal or designated holiday.

- G. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.
- H. Commission discussion on items from a prior meeting.
 - 1. Resident Survey
 - 2. City Service Standards

IX. REMOVED FROM CONSENT AGENDA
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X. COMMUNICATIONS

- A. Communications regarding the Birmingham Community and Senior Center
- B. Communication regarding Memorial Day Service
- C. Communication regarding the Woodward Corridor Plan

XI. REPORTS

- A. Commissioner Reports
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff

INFORMATION ONLY

XII. ADJOURN

Should you wish to participate in this meeting, you are invited to attend the meeting in person or virtually through ZOOM: <https://zoom.us/j/655079760> Meeting ID: 655 079 760

You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

NOTICE: Individuals requiring accommodations, such as mobility, visual, hearing, interpreter or other assistance, for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 (voice), or (248) 644-3405 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al (248) 530-1880 por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).



**NOTICE OF INTENTION TO APPOINT TO THE
PUBLIC ARTS BOARD**

At the regular meeting of Monday, June 9, 2025 the Birmingham City Commission intends to appoint the following positions to the Public Arts Board:

- One regular member to serve the remainder of a three-year term to expire January 28, 2028
- One alternate member to serve the remainder of a three-year term to expire January 28, 2028

Interested citizens may submit an application available at the City Clerk’s Office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk’s Office on or before noon on Wednesday, June 4, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on appointments.

Board Duties

The objectives of the Public Arts Board are to enrich the City's civic and cultural heritage; to promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the City's residents, business owners, employees, and all visitors; and to establish an environment where differing points of view are fostered, expected, and celebrated by providing the opportunity for such expression through the display of public art.

In so far as possible, the members shall represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the Historic District Commission, Design Review Board, the Parks and Recreation Board, or the Planning Board. At least four members of the Board shall be residents of the City of Birmingham.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Qualifications
Lia Jamerson	33-year resident and mental health professional with previous experience serving on City boards.

SUGGESTED ACTION:

To appoint _____ as a regular member to the Public Arts Board serve the remainder of a three-year term to expire January 28, 2028.

NOTE: All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.



To appoint _____ as an alternate member to the Public Arts Board serve the remainder of a three-year term to expire January 28, 2028.

NOTE: All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#67]



1 message

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org>

Tue, May 13, 2025 at 12:20 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Public Arts Board
Specific Category/Vacancy on Board (see below)	Regular Member
Name	Lia Jamerson
Residential Address	 245 Townsend Street Birmingham, MI 48009 United States
Business Address	 2820 W. Maple Road Suite 241 Troy, MI 48084 United States
Phone Number *	(248) 385-2320
Email	liajamerson@dayspringvision.com
By providing your email to the City, you agree to receive news and notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.	
Length of Residence	33 years (minus 7 years I lived in Hawai'i)
Occupation	CEO and Licensed/Board Certified Mental Health Counselor

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.

Having been raised in Birmingham, MI (33 years minus 7 years I lived in Hawai'i), I've seen the immense amount of progress our town has underwent. Having attended Harlan Elementary, Derby Middle School, and graduating from Seaholm High School, I have experienced Birmingham through the lens of a child, teenager, young adult, and now adult. My background of being a longtime resident; understanding the human mind and behaviors through my work as a licensed counselor and business owner; experience as a Birmingham Shopping District Seaholm High School Board Student Rep (2007-2008); and love for the arts will help me to be an asset to the Birmingham Public Arts Board. Thank you for your consideration!

List your related employment experience

-Founder and CEO of Dayspring Vision Counseling, PLLC (2017-Current): Lia Jamerson is Board Certified as a National Certified Counselor (NCC); and practices as a Licensed Professional Counselor (LPC) in the State of Michigan at her solo private practice.

-Product Specialist and Presenter (2016-Current): Independent contractor and product specialist/presenter with

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General Motors, the Buick Division, for the North American International Auto Show (NAIAS). My responsibilities include traveling the country; while providing product knowledge and good customer service to attendees of the auto shows.

-Founder and Content Creator (2017-Current): Eclectic Chic®, LLC is a Limited Liability Company and blog with the mission “to inspire and encourage individuals with eclectic interests and passions by signifying that it is possible to live an enriched and balanced life while maintaining a diverse range of pursuits”.

List your related community activities

-Birmingham Shopping District Seaholm High School Board Student Rep (2007-2008).

-Founders Junior Council (FJC) Board Member. FJC is a group of young professionals dedicated to introducing young adults to the Detroit Institute of Arts (DIA) and encouraging a lifelong involvement through a variety of fundraisers and social events organized around the museum's world-class collection and special exhibitions.

-Artist: oil pastel portraits and watercolor landscapes.

-Art Student: Articipate in Ferndale, MI (Summer 2022).

List your related educational experience

-Hawai'i Pacific University: Master of Arts (MA) in Clinical Mental Health Counseling, 2012-2014
-Hawai'i Pacific University: Bachelor of Arts (BA) in Psychology with a minor in Chemistry, 2008-2012
-Ernest W. Seaholm High School Diploma: AP and Honors Curriculum, 2004-2008

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain.

No.

Do you currently have a relative serving on the board/committee to which you have applied?

No.

Are you an elector (registered voter) in the City of Birmingham? *

Yes.

LIA JAMERSON, MA, LPC, NCC

CEO & MENTAL HEALTH CLINICIAN

City of Birmingham
151 Martin Street
Birmingham, MI 48009

To Whom It May Concern:

I would like to be considered for the City of Birmingham's Public Arts Board regular member position. As a board member, I will bring a combination of conscientiousness, professionalism and creativity to ensure that I am a great asset to the Public Arts Board. My ability to appreciate and learn about different forms and presentation of art makes me a great candidate for this wonderful position.

Although I was raised in Birmingham, Michigan (I attended Harlan Elementary, Derby Middle School, and Seaholm High School), I spent almost 7 years living on the beautiful island of Oahu. During my time in Hawai'i, I completed my undergraduate studies in Psychology with a minor in Chemistry; as well as my Master of Arts program in Clinical Mental Health Counseling at Hawaii Pacific University. Since returning to Michigan, I have started a solo practice located in Troy, Michigan called, Dayspring Vision Counseling, PLLC. I work there as a Licensed Professional Counseling (LPC) and Board Certified Counselor (NCC). I also work as a content creator for my trademarked blog, Eclectic Chic, LLC; and a Product Specialist/Presenter for General Motors at the North American International Auto Shows (NAIAS).

Having traveled extensively within the U.S. and abroad, I have been exposed to and worked with people from many different cultures. I have traveled to various places such as Australia, Brazil, Europe (England, France, Italy, Switzerland, Belgium, The Netherlands and Germany), Japan, Aruba, the Caribbean, Mexico, Canada, as well as many states within the United States. This allows me to be culturally sensitive and respectful when working and interacting with others from diverse backgrounds.

Thank you for your consideration. If you have any questions, please do not hesitate to contact me at (248) 385-2320. I look forward to hearing from you soon.

Kind regards,



Lia Jamerson, MA, LPC, NCC
Licensed Professional Counselor



CONTACT

(248) 385-2320

liajamerson@dayspringvision.com

www.dayspringvision.com

www.eclecticchic.liajamerson.com

EDUCATION

2012-2014

**Hawaii Pacific University
Honolulu, Hawai'i**

Master of Arts (MA) in Clinical
Mental Health Counseling

2008-2012

**Hawaii Pacific University
Honolulu, Hawai'i**

Bachelor of Arts (BA) in
Psychology, minor in Chemistry
Cum Laude

2004-2008

**Ernest W. Seaholm High School
Birmingham, Michigan**

High School Diploma
AP and Honors Coursework

SKILLSET

- Content Creation
- Innovative Digital Marketing
- Oil Pastels and Watercolors
- Rapport Building
- Business Management
- Public Speaking
- Community Outreach
- Graphic Design
- Photographer and Videographer

LIA JAMERSON, MA, LPC, NCC

CEO & MENTAL HEALTH CLINICIAN

EXPERIENCE

Dayspring Vision Counseling, PLLC
Founder, CEO, and Clinical Therapist

2016-Current

Practices as a Licensed Professional Counselor (LPC) and Board Certified Counselor (NCC) in the State of Michigan. Conducts clinical assessments, develops diagnoses, and facilitates person and family centered treatment plans to address challenges, including Depression, Anxiety, Grief, Anger Management, and PTSD.

North American International Auto Show: General Motors

Presenter and Product Specialist

2016-Current

Independent contractor and presenter with General Motors, the Buick Division, for the North American International Auto Show (NAIAS). Responsibilities include traveling the country; while presenting scripts, providing product knowledge, and and engaging in good customer service with attendees of the auto shows.

Eclectic Chic®, LLC

Founder, Content Creator, and Blogger

2016-Current

Created Eclectic Chic®, LLC, a Limited Liability Company and trademarked (registered trademark through the United States Patent and Trademark Office) brand that highlights fashion, travel, food, beauty, and lifestyle. Focuses on consistent publishing of innovative content via creative photography, videography, and writing via all social media handles (i.e. instagram, TikTok, YouTube, Facebook, Pinterest, Twitter, and blog website).

Detroit Institute of Arts (DIA)

Founders Junior Council (FJC)

2025-Current

Founders Junior Council (FJC) is a group of young professionals dedicated to introducing young adults to the Detroit Institute of Arts and encouraging a lifelong involvement through a variety of fundraisers and social events organized around the museum's world-class collection and special exhibitions.

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CONTACT

(248) 385-2320

liajamerson@dayspringvision.com

www.dayspringvision.com

www.eclecticchic.liajamerson.com

EDUCATION

2012-2014

**Hawaii Pacific University
Honolulu, Hawai'i**

Master of Arts (MA) in Clinical
Mental Health Counseling

2008-2012

**Hawaii Pacific University
Honolulu, Hawai'i**

Bachelor of Arts (BA) in
Psychology, minor in Chemistry
Cum Laude

2004-2008

**Ernest W. Seaholm High School
Birmingham, Michigan**

High School Diploma
AP and Honors Coursework

SKILLSET

- Content Creation
- Innovative Digital Marketing
- Oil Pastels and Watercolors
- Rapport Building
- Business Management
- Public Speaking
- Community Outreach
- Graphic Design
- Photographer and Videographer



PUBLIC ARTS BOARD

City Code - Chapter 78, Article V

Terms - 3 years

7 regular members - At least 4 members shall be residents of the City of Birmingham. The remaining members may or may not be residents of Birmingham. In so far as possible, the members shall represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the Historic District Commission, Design Review Board, the Parks and Recreation Board, or the Planning Board.

2 alternate members - must meet one of the already established criteria for regular members

Objectives -

- to enrich the City's civic and cultural heritage;
- to promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the City's residents, business owners, employees, and all visitors;
- to establish an environment where differing points of view are fostered, expected, and celebrated by providing the opportunity for such expression through the display of public art.

Last Name	First Name	Home Business	E-Mail	Appointed	Term Expires
Andi 1819 Washington Blvd Birmingham	Harris 48009	(248)765-3202	<i>andi.celeste.harris@gmail.com</i>	3/27/2023 Regular member	1/28/2026
Bayer 371 E Frank St Birmingham	Jacob 48009	(517) 559-3087	<i>jacobbayer@gmail.com</i>	2/24/2025 Regular member	1/28/2028
Carey 937 Smith Ave Birmingham	Elaine 48009	(718) 490-9837	<i>ekcarey@gmail.com</i>	10/16/2023 Alternate member	1/28/2026
Graham 884 Knox Birmingham	Pam 48009	(248) 408-6277	<i>pamcracker@gmail.com</i>	2/27/2023 Regular member	1/28/2026

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address		E-Mail		
Heller 176 Linden Birmingham	Barbara 48009	(248) 540-1310 (313) 833-7834 <i>bheller@dia.org</i>	1/28/2002 Regular member	1/28/2027
Neville 1516 E Melton Birmingham	Monica 48009	(248) 321-1776 <i>monica.neville1@gmail.com</i>	2/5/2024 Regular Member	1/28/2027
Vacated	1/27/2025		Regular member	1/28/2028
Vacated	10/3/2024		Alernate Member	1/28/2028
VanGelderren 3795 Loch Bend Commerce Twp.	Annie 48382	(248) 408-6132 <i>annievangelderren@bbartcenter.org</i>	1/13/2020 Artist/major cultural institution	1/28/2026

ARTICLE V. - PUBLIC ARTS BOARD

Footnotes:

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Editor's note— *Ord. No. 1773, adopted December 17, 2001, enacted provisions intended for use as §§ 78-100—78-112. To preserve the style of this Code, and at the discretion of the editor, said provisions have been redesignated as §§ 78-101—78-113.*

Sec. 78-101. - Definitions.

Art, civic means visual art pertaining to a person, place or event relating to or belonging to a city or municipality.

Art, public means one or more pieces of civic, visual or performance art designed specifically for ownership by the public or display on property owned by the public.

Art, visual means the conscious production or arrangement of colors, forms or other elements in a manner that affects the human senses in a graphic or plastic medium.

Competition means a process established by the public arts board to review specific art work(s) for a specific site, for the purposes of making a recommendation to the public arts board.

Jury means an ad hoc committee or individual appointed by the public arts board to review specific art work(s) for the purposes of making a recommendation to the public arts board.

Performance art means works of art that create a situation and are conducted for a duration determined by the artist and/or spectator.

Rules of procedure means a written description of the board's mission statement, objectives, organization of meetings, membership, terms of service, procedure for the election of officers, and procedures for the review of public art work.

(Ord. No. 1773, 12-17-01)

Sec. 78-102. - Created.

There is hereby created a public arts board for the city. The public arts board is a locally organized board and is not established by any enabling legislation of the state.

(Ord. No. 1773, 12-17-01)

Sec. 78-103. - Composition and terms of members.

The public arts board shall be appointed by the city commission and consists of the city manager and his/her designated representative(s) as nonvoting ex-officio members and seven voting members.

At least four members of the public arts board shall be residents of the city. The remaining members and ex-officio members may or may not be residents of the city.

In so far as possible, the members shall represent a major cultural institution such as Cranbrook Academy and/or the Detroit Institute of Arts, the Birmingham/Bloomfield Arts Council (BBAC), a registered architect of the state, an artist, an art historian and an art consultant. Members of the public arts board may also be members of the design review board, the historic district commission, the parks and recreation board, or the planning board.

The initial members of the public arts board shall be appointed for the following terms: Two for one year, two for two years and three for three years. Thereafter, all such appointments, except to fill vacancies, shall be for a term of three years.

The city commission may appoint two alternate members to serve as needed on the public arts board during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the public arts board in the absence of a regular member. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. An alternate member having been appointed shall serve in the case until a final decision has been made. An alternate member shall have the same voting rights as a regular member of the public arts board.

(Ord. No. 1773, 12-17-01; Ord. No. 1884, 7-24-06; Ord. No. 2234, 5-22-17)

Sec. 78-104. - Vacancies.

All appointments for the purpose of filling vacancies occurring otherwise than by expiration of term of office, shall be for the remainder of the term of office.

(Ord. No. 1773, 12-17-01)

Sec. 78-105. - Compensation.

The members of the public arts board shall serve as such without compensation.

(Ord. No. 1773, 12-17-01)

Sec. 78-106. - Removal.

Members of the public arts board may, after a public hearing, may be removed without cause by a majority vote of the city commission.

(Ord. No. 1773, 12-17-01)

Sec. 78-107. - Organization and election of officers.

The public arts board shall, from its appointed members, annually elect a chairperson and vice-chairperson whose terms of office shall be fixed by the rules of procedure of the public arts board. The chairperson shall preside over the public arts board and shall have the right to vote. The vice-chairperson shall, in absence, or disability of the chairperson perform the duties of the chairperson and shall have the right to vote. The city manager or his or her authorized representative shall act as secretary of the public arts board, and maintain a record of all of its proceedings.

The public arts board shall, at its first meeting establish the rules of procedure for conducting its business.

(Ord. No. 1773, 12-17-01)

Sec. 78-108. - Meetings and quorum.

The public arts board shall set a time and place for a regular meeting which will be held at least four times annually and shall determine the manner in which special meetings may noticed and held.

All meetings of the public arts board shall be open to the public. Any person or his duly constituted representative shall be entitled to appear and be heard on any matter applicable to the business at hand before the public arts board makes its recommendation to the city commission.

At least four members of the public arts board shall constitute a quorum for the transaction of its business.

The proceedings of each meeting of the public arts board, shall be recorded by the city manager or his or her authorized representative, acting as secretary.

(Ord. No. 1773, 12-17-01)

Sec. 78-109. - Assistance.

The public arts board may call upon the city manager for information and services from the various city departments as it may require. The public arts board may recommend to the city commission the securing of professional and consulting services as it may require, however, no expenditures of funds shall be made or contracts entered into for providing such services unless the same shall first be approved and authorized by the city commission.

(Ord. No. 1773, 12-17-01)

Sec. 78-110. - Objectives.

To enrich the city's civic and cultural heritage, the public arts board is established to provide a level of expertise and objectivity to recommend to the city commission works of art to become the property of or for display upon property owned by the city.

To promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the city's residents, business owners, employees and visitors and to enhance the city's image both nationally and internationally.

To establish an environment where differing points of view are fostered, expected and celebrated by providing the opportunity for such expression through the display of public art.

(Ord. No. 1773, 12-17-01)

Sec. 78-111. - Duties.

The public arts board shall establish rules of procedure to describe the board's mission statement, objectives, organization of meetings, membership, terms of service, procedure for the election of officers, and procedures for the review of public art work. See section 78-106.

With the exception of art works to be placed in museums or art galleries, the public arts board shall have the responsibility to review all works of art to become the property of or placed upon property owned by the city. See section 78-109.

The public arts board shall have the responsibility to review publicly owned property for the purposes of consideration for the display of public art. The public arts board shall recommend to the city commission the establishment of general guidelines for site selection, maintenance program(s) for ensuring the structural integrity and aesthetic quality of the site and any work of art, including the removal of any work of art.

The public arts board shall have the responsibility to pursue sources of public funding for arts and cultural education, design competitions, special events etc., that may be necessary to advance the objectives of the public arts board. See section 78-109. In fulfilling such duties, the public arts board may seek assistance from city staff, and others for the completion of applications for grants, scholarships and other sources of public funding, including the administration of such funds. See section 78-108. The city may also accept private donations and gifts to advance the goals, objectives and duties of the public arts board. The city manager shall be responsible for the administration of any funds, account or endowments created to accept such gifts or donations and to administer any honorariums or other expenses incurred for the activities of the public arts board including but not limited to juries and design competitions.

It shall also be the responsibility of the public arts board to increase public awareness and promote education of the importance of public art as an enrichment of the quality of life for the residents, business owners, employees and visitors to the city.

The public arts board shall prepare an annual report of its activities, accomplishments and a description of how the public arts board has attempted to achieve its objectives. See section 78-109. This report shall be presented to the city commission.

(Ord. No. 1773, 12-17-01)

Sec. 78-112. - Review of public art.

The public arts board, within its rules of procedure, as set forth in section 78-106, shall establish its vision statement and processes for the review of public art works. The public arts board may also appoint a jury or hold design competitions for the selection and review of public art works. See section 78-108.

The public arts board shall make a recommendation regarding the proposed public art work to the city commission. However, a positive recommendation shall not be required to advance the proposed artwork for review by the city commission.

In the event that a display and/or installation of civic, public or visual art is proposed on a site that is within the jurisdiction of another board of this city, it shall be reviewed by and reported on by such board before it is presented to the city commission.

(Ord. No. 1773, 12-17-01)

Sec. 78-113. - Scope of authority.

The public arts board may select and appoint a jury or hold a competition for the review of any public art project as provided for in sections 78-106 and 78-111. The jury or competition held for any public art project shall serve the public arts board as an ad hoc committee for the duration of the project only.

The public arts board is a non-administrative board serving to make recommendations to the city commission but may not assume any legislative or administrative authority in the operation of any city department or publicly owned property, except as specifically provided in this article.

(Ord. No. 1773, 12-17-01)

EXCERPT
BIRMINGHAM CITY COMMISSION MINUTES
MAY 22, 2017
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Mark Nickita called the meeting to order at 7:30 PM.

II. ROLL CALL

ROLL CALL: Present,	Mayor Nickita Mayor Pro Tem Harris Commissioner Bordman Commissioner Boutros Commissioner DeWeese Commissioner Hoff Commissioner Sherman
Absent,	None

Administration: City Manager Valentine, City Attorney Currier, City Clerk Brown, Police Commander Grewe, City Planner Ecker, Finance Director Gerber, Assistant to the City Manager Haines, City Engineer O'Meara, Library Director Koschik

05-139 -17 USE OF ALTERNATES, REPORTING BOARD ATTENDANCE, AND MODIFYING REQUIREMENTS FOR BOARD MEMBERS

Assistant to the City Manager Haines presented results of a review of board and committee attendance suggesting that three groups might benefit from having two alternate positions added to increase attendance and/or achieve quorum: 1) Advisory Parking Committee, 2) Parks and Recreation Board, and 3) Public Arts Board.

Assistant to the City Manager Haines also presented, based on review of current methods of using alternates, the following recommended process for use of alternates to be consistent for all boards and committees, with the exception of the Zoning Board of Appeals.

1. Alternates are to be called on a rotating basis to sit as a regular member in the absence of a regular member.
2. Alternates are provided the same access (printed or electronic) to the agenda packet as regular members, regardless if they have been called to sit in as an alternate or not.
3. Alternates are to be contacted with as much lead time before the meeting date as possible. Staff will ask during each meeting if any regular member is planning to be absent at the upcoming meeting. Staff will also email regular members at least two days prior to the meeting date to confirm attendance. The appropriate alternate (using a rotating schedule) is contacted by staff and confirms or denies the offer to sit in. A record of their attendance is maintained by staff based on if they were called and turned down the opportunity; then it would count as an absence. Not being asked does not constitute an absence and would be left blank in the attendance record.
4. Alternates are expected to be familiar with current board issues either by attending live meetings, watching live broadcast remotely, reviewing archived video recordings of the

meetings, or by reading the meeting minutes. In meetings where an issue discussed will be continued at a future meeting, it is appropriate to require that same alternate to come back, and the regular member to recuse his or herself based on their earlier absence.

5. Alternates under consideration for selection and addition to a committee or board, must meet one of the already established criteria for one of the regular members.

Commissioner Hoff asked why the rosters for some boards were included in the packet, and Assistant to the City Manager Haines explained the Commission had asked which boards used the language "in so far as possible" in regards to qualifications for appointment.

Commissioner Hoff stated the requirement for alternates to be aware of issues is an important point.

Commissioner Bordman advocated for alternates being required to attend all meetings, explaining that being present in the meeting room will elevate the status of alternates, promote comradery between the alternates and the regular board members, establish continuity in discussions, and allow alternates to be fully prepared. She further proposed that every member of a board or committee who misses a meeting be required to either read the minutes or watch the video of the meeting in order to keep up.

Regarding attendance:

- Commissioner Boutros noted the importance of enforcing attendance of regular members as well as alternates, and suggested a minimum attendance requirement for reappointment eligibility.
- Mayor Nickita said attendance is documented for all appointees. He was not in favor of instituting a minimum attendance requirement, but suggested the Commission review attendance to determine whether or not reappointing a member would be appropriate.
- Commissioner DeWeese concurred that attendance be taken for both regular and alternate members, and believed recording attendance results in self-adjustment. He recommended the attendance recording document contain no blanks, as blanks signify something missed.

The Commission was generally in favor of Commissioner Bordman's requirement for alternates to attend all meetings and discussed ways in which to implement the requirement into recommended process for use of alternates. Commissioner Sherman suggested Assistant to the City Manager Haines revise the policy in conformity with the Commission's discussion, rather than either the Commission trying to draft new language at the table, or having staff bring a revised policy back.

Assistant to the City Manager Haines summarized the discussion, noting the Commission wants clarification that alternates are required to attend all meetings, that a record of attendance of both alternates and regular members be maintained, and that the language is clear that the expectation of the alternate is the same level as that of a regular member.

MOTION: Motion by Commissioner Bordman, seconded by Mayor Pro Tem Harris:
To amend the ordinances of the Advisory Parking Committee, the Parks and Recreation Board, and the Public Arts Board, to add 2 alternate positions to each as follows:

To amend Resolution No. 08-882-84 – August 6, 1984, Advisory Parking Committee, Members.

AND

To amend Part II of the City Code, Chapter 78, Parks and Recreation, Article II., Parks and Recreation Board, Section 78-26, Created; composition.

AND

To amend Part II of the City Code, Chapter 78, Public Arts Board, Article V., Public Arts Board, Section 78-103, Composition and terms of members.

AND

To direct the city clerk to standardize the attendance reporting of all city boards and committees as outlined in the May 12, 2017 memorandum to the city manager and as clarified by the Commission and to direct staff to amend the Recommended Process for Use of Alternates as clarified by Commissioner Bordman.

VOTE: Yeas, 7
 Nays, 0
 Absent, 0

CITY OF BIRMINGHAM

ORDINANCE NO. 2234

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 78 PUBLIC ARTS BOARD, ARTICLE V. PUBLIC ARTS BOARD, SECTION 78-103 COMPOSITION AND TERMS OF MEMBERS.

THE CITY OF BIRMINGHAM ORDAINS:

Part II of the City Code, Chapter 78 Public Arts Board, Article V. Public Arts Board, Section 78-103 Composition and terms of members, as follows:

ARTICLE V. – PUBLIC ARTS BOARD

Sec. 78-103. – Composition and terms of members.

The public arts board shall be appointed by the city commission and consists of the city manager and his/her designated representative(s) as nonvoting ex-officio members and seven voting members.

At least four members of the public arts board shall be residents of the city. The remaining members and ex-officio members may or may not be residents of the city.

In so far as possible, the members shall represent a major cultural institution such as Cranbrook Academy and/or the Detroit Institute of Arts, the Birmingham/Bloomfield Arts Council (BBAC), a registered architect of the state, an artist, an art historian and an art consultant. Members of the public arts board may also be members of the design review board, the historic district commission, the parks and recreation board, or the planning board.

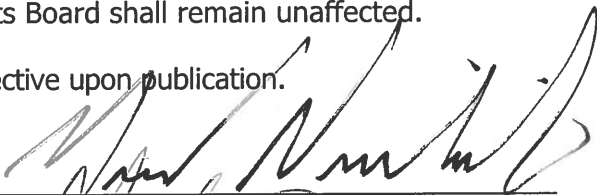
The initial members of the public arts board shall be appointed for the following terms: Two for one year, two for two years and three for three years. Thereafter, all such appointments, except to fill vacancies, shall be for a term of three years.

The city commission may appoint two alternate members to serve as needed on the Public Arts Board during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the Public Arts Board in the absence of a regular member. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. An alternate member having been appointed shall serve in the case until a final decision has been made. An alternate member shall have the same voting rights as a regular member of the Public Arts Board.

(Ord. No. 1773, 12-17-01; Ord. No. 1884, 7-24-06)

All other Sections of Chapter 78 Public Arts Board shall remain unaffected.

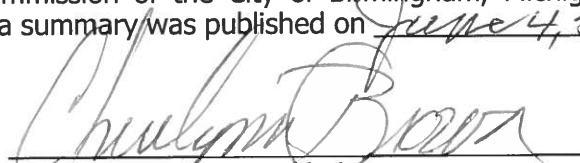
Ordained this 22nd day of May, 2017. Effective upon publication.



Mark Nickita, Mayor

Cherilynn Brown, City Clerk

I, Cherilynn Brown, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held 5-22-17 and that a summary was published on June 4, 2017.



Cherilynn Brown, City Clerk



Expectations of Alternates on City Boards or Committees

The following guidelines have been adopted from the May 22, 2017 Birmingham City Commission meeting. The Commission gave direction regarding alternates being required to attend all meetings, explaining that by being present in the room, it will elevate the status of alternates, promote comradery between the alternates and the regular board members, establish continuity in discussions, and allow alternates to be fully prepared. Further, it was proposed that every member of a board or committee who misses a meeting be required to either read the minutes or watch the video of the meeting in order to keep up. The expectation of the alternate is the same level of that of a regular member. The expectations are as follows:

1. Alternates are expected to attend all meetings of their appointed board just as regular members are expected to attend all meetings. Alternates are to be utilized on a rotating basis to sit as a regular member in the absence of a regular member, except the Board of Zoning Appeals (BZA) may continue the existing practice of utilizing alternates by seniority.
2. Alternates are provided the same access (printed or electronic) to the agenda packet as regular members.
3. A record of attendance for all members, regular and alternates, is maintained by the staff person assigned to each board. If a member or an alternate cannot make a meeting, he or she should contact the staff person and advise them of their intended absence.
4. In meetings where an issue discussed will be continued at a future meeting, and an alternate was utilized for that specific meeting, it is appropriate that the same alternate be utilized for that issue, and the regular member to recuse his or herself for that issue based on their earlier absence.
5. Alternates under consideration for selection and addition to a committee or board as a regular member, must meet one of the already established criteria for one of the regular members.



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Birmingham City Commission Minutes
May 19, 2025
Municipal Building, 151 Martin
7:30 p.m.
Vimeo Link: <https://vimeo.com/1085857355>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, Mayor, opened the meeting with the Pledge of Allegiance.

II. ROLL CALL

City Clerk Bingham called the roll.

Present: Mayor Longe
MPT Baller
Commissioner Host
Commissioner Long
Commissioner Schafer

Absent: Commissioner Emerine
Commissioner Haig

Staff: City Manager Ecker; City Clerk Bingham, Police Sergeant Bouchard, Detective Sergeant Buttigieg, Parking Enforcement Officer Castillo, Finance Director Chavez, Assistant City Manager Clemence, Police Records Clerk Davis, Planning Director Dupuis, Police Lieutenant Faes, Assistant City Manager Fairbairn, Parking Services Manager Ford, City Attorney Gaudenzi, Police Chief Grewe, Dispatcher Hicks, Police Sergeant Husted, Parking Operations Manager Jay, Parking Enforcement Kashouty, Police Captain Koch, Police Officer Krumm, Police Lieutenant Linke, Police Officer Macumber, Police Sergeant McCanham, Task Force Officer McIntyre, Dispatcher Misiak, Police Sergeant Parades, Police Officer Pranger, Police Auxiliary Officer Sanfilippo, Police Lieutenant Springer, Police Sergeant Syts, Police Officer Toma, Police Captain Wald, Police Officer Whipple, Police Officer Williams, Detective Sergeant Zale

III. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS, AWARDS, APPOINTMENTS, RESIGNATIONS AND CONFIRMATIONS, ADMINISTRATION OF OATHS, INTRODUCTION OF GUESTS AND ANNOUNCEMENTS

Announcements

Senator McMorrow - Legislative Update

Proclamation in recognition of National Public Works Week

Proclamation in recognition of National Gun Violence Awareness Day

Congratulations on the successful DPS Open House, Ice Show, and Birmingham Hometown Parade.

Appointments

Introduction and Swearing in of New Police Department Personnel and Promotions / 2024 Departmental Awards and Citations

1. Introduction of new members to the Police Department
 - i. Parking Enforcement Gary Kashouty
 - ii. Parking Enforcement Jocelyn Castillo
 - iii. Dispatcher Taylor Hicks
 - iv. Police Officer D'Lawrence Williams
 - v. Police Officer George Toma
 - vi. Auxiliary Officer Anthony Sanfilippo
2. Promotions
 - i. Sergeant Stefan Syts
 - ii. Lieutenant Rebekah Springer
3. Certificate of Merit
 - i. Capt. Christopher Koch
 - ii. Det. Sgt. David Buttigieg
 - iii. Sgt. Anthony Parades
 - iv. Ofc. Brent Macumber
 - v. Sgt. Joshua Husted
 - vi. Sgt. Joshua Bouchard
 - vii. Ofc. Michael Pranger
 - viii. Disp. Joseph Misiak
 - ix. Lt. Rebekah Springer
 - x. Sgt. Kyle McCanham
 - xi. Lt. Alex Linke
4. Community Service Award
 - i. Lt. Raymond Faes
 - ii. Disp. Joseph Misiak
5. Departmental Citation
 - i. Ofc. Jeffrey Whipple
 - ii. Det. Sgt. Jordan Zale
 - iii. Ofc. Michael Pranger
6. Chief's Recognition Award
 - i. Capt. Greg Wald
 - ii. Ofc. Michael Pranger
 - iii. Ofc. Nicholas Krumm
7. Civilian of the Year
 - i. Jennifer Davis
8. Officer of the Year
 - i. TFO. Scott McIntyre

05-183-25 Board of Building Trades Appeals

Bradley H. Klein was interviewed for the appointment.

MOTION: Motion by Long:
To appoint Bradley H. Klein to the Board of Building Trades Appeals as a regular member to serve a three-year term expiring May 23, 2028.

VOICE VOTE
Ayes: Schafer, Baller, Host, Longe, Long
Nays: None

05-184-25 Brownfield Redevelopment Authority

Mr. Awdey was absent. It was noted this would be a reappointment.

MOTION: Motion by Baller:
To concur with the Mayor's appointment of Harry Awdey as a regular member to the Brownfield Redevelopment Authority to serve a three-year term to expire May 23, 2028.

VOICE VOTE
Ayes: Schafer, Baller, Host, Longe, Long
Nays: None

05-185-25 Housing Board of Appeals

Robert E. Taylor, Jr. was interviewed for the appointment.

MOTION: Motion by Long:
To appoint Robert E. Taylor, Jr. as a regular member to the Housing Board of Appeals to serve a three-year term to expire May 4, 2028.

VOICE VOTE
Ayes: Schafer, Baller, Host, Longe, Long
Nays: None

CC Bingham swore in the present appointees.

IV. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA

V. CONSENT AGENDA

05-186-25 Consent Agenda

MOTION: Motion by Baller, seconded by Long:
To move the consent agenda.

ROLL CALL VOTE
Ayes: Schafer, Baller, Host, Longe, Long

Nays: None

- A. Resolution to approve the City Commission meeting minutes for the April 26, 2025 Budget Hearing.
- B. Resolution to approve the City Commission workshop meeting minutes of May 5, 2025.
- C. Resolution to approve the City Commission regular meeting minutes of May 5, 2025.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 8, 2025 in the amount of \$949,886.90.
- E. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 15, 2025 in the amount of \$1,579,210.78.
- F. Resolution to set a public hearing date of June 23, 2025 to consider the Special Land Use Permit Amendment, Final Site Plan & Design Review application for 185 N. Old Woodward, to permit the modification of the current approved outdoor dining facility in front of the building and increase the number of seats from 4 to 22.
- G. Resolution to set a public hearing date of June 23, 2025 to consider the lot division of 1829 Norfolk resulting in two new parcels.
- H. Resolution to set the public hearing to Confirm the Assessment Roll for the installation of cape seal treatment within the project area on Wimbleton Drive from Woodward Ave. to Oxford Road, Abbey Street from Wimbleton south to the dead end, and Twin Oaks Lane from Wimbleton north to the dead end on Monday, June 23, 2025, at 7:30 P.M.
- I. Resolution to authorize the City Clerk to complete the Local Approval Notice at the request of Big Rock Chophouse Ventures, LLC, and to approve the transfer of the Class C Liquor License, with Sunday Sales (AM and PM) Permit, 3 additional bar permits, outdoor service area permit (4 areas), and Dance/Entertainment permit from MLCC, LLC. to Big Rock Chophouse Ventures, LLC. that will be located at 245 S. Eton St., Birmingham, Oakland County, MI.
- J. Resolution to accept the resignation of Charles Heid from the Architectural Review Committee, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy.

VI. CITY MANAGER'S REPORT

May City Manager's Report

VII. UNFINISHED BUSINESS

VIII. NEW BUSINESS

05-187-25 Public Hearing for 115 Willits – e Fiore (Formerly Mare Mediterranean) – Special Land Use Permit Amendment (Ownership Change)

Mayor Longe opened the public hearing at 8:43 p.m.

PD Dupuis presented the item. Staff answered informational questions from the public.

Kelly Allen, attorney, spoke on behalf of the application.

Seeing no public comment, Mayor Longe closed the public hearing at 8:48 p.m.

MOTION: Motion by Long, seconded by Host:
To approve the Special Land Use Permit Amendment for 115 Willits – e Fiore – to transfer ownership and update the Special Land Use Permit with the new owner, Abruzzese Hospitality, LLC.

AND

To make a motion adopting a resolution to authorize the City Clerk to complete the Local Approval Notice at the request of Abruzzese Hospitality, LLC. To approve the request for a transfer of ownership of the Class C liquor license, with Sunday sales, outdoor service area, dance and entertainment permit from Birmingham Omni Hospitality, LLC to Abruzzese Hospitality, LLC that will be located at the same address.

ROLL CALL VOTE

Ayes: Schafer, Baller, Host, Longe, Long

Nays: None

05-188-25 Public Hearing for Renewal of Uniform Video Service Local Franchise Agreement with Comcast

Mayor Longe opened the public hearing at 8:51 p.m.

CA Gaudenzi presented the item.

Seeing no public comment, Mayor Longe closed the public hearing at 8:52 p.m.

MOTION: Motion by Baller, seconded by Long:
To make a motion adopting a resolution after the public hearing has been conducted to approve the Uniform Video Service Local Franchise Agreement with Comcast; and further to authorize the Mayor and City Manager to sign the Agreement on behalf of the City.

ROLL CALL VOTE

Ayes: Schafer, Baller, Host, Longe, Long

Nays: None

05-189-25 2025-2026 Budget Appropriations Resolution

FD Chavez and CM Ecker presented the item and answered informational questions from the Commission.

Commissioner comments were as follows:

- Staff's work on this item was appreciated, and the changes based on Commission feedback were also appreciated.
- A number of roads in the City have poor surfaces, even if they have adequate underground infrastructure.
- It is an upcoming Commission agenda item to discuss the road improvement algorithm.
- Cole is a commonly used road, and has a particularly bad surface. Repairing Cole's surface will demonstrate to residents that the City is working to address poor road surface conditions while maintaining fiscal responsibility.
- The repairs to Oakland Ave will be welcome. More visible signage or warnings of the construction need to be provided both heading to and coming from Woodward, because presently the situation seems to be confusing to some drivers.

MOTION: Motion by Long, seconded by Host:

To make a motion to adopt the following budget appropriations resolution and establishing the total number of mills for ad valorem property taxes to be levied for the fiscal year commencing July 1, 2025 and ending June 30, 2026, which includes the budget appropriations set forth on pages four through 11 of the agenda packet.

Commissioner comments were as follows:

- The City Manager has submitted the budget for FY 2025-2026, the Commission has reviewed it, the Commission held a public hearing on the budget, and has now made a motion to approve it.

VOICE VOTE

Ayes: Schafer, Baller, Host, Longe, Long

Nays: None

05-190-25 Water/Sewer Rate Changes for 2025-2026

FD Chavez presented the item and answered informational questions from the Commission.

Commissioner comments were as follows:

- It would be helpful to know how much total money the \$1.34 increase/month for infrastructure improvements will generate in total.
- The cost increase to fund infrastructure is beneficial because it does not move the City towards the Headlee limit. It also aligns with present legal requirements.
- Since a good deal of the City's water and sewer infrastructure is aged enough to cause safety concerns, rate increases beyond 6-7% may be appropriate in order to increase the speed with which water and sewer improvements can be undertaken.
- Residents should understand that rate increases may or may not be limited in the future, as the City is not receiving money from the federal government to conduct these repairs.

MOTION: Motion by Long, seconded by Host:
To amend the Schedule of Fees, Charges, Bonds and Insurance for changes in water, sewer, storm water, industrial surcharge, and industrial waste control charge rates effective for bills with read dates on or after July 1, 2025.

ROLL CALL VOTE

Ayes: Schafer, Baller, Host, Longe, Long

Nays: None

05-191-25 Parking Garage Schematic Design Review – Chester Garage

PSM Ford introduced the item. The team from BCT Design Group and staff presented the item. Informational questions from the Commission were answered.

Commissioner comments were as follows:

- It would be necessary to ensure that murals be added to Chester around the same time the other aesthetic improvements are made. If this does not occur, the walls should be painted to align with Chester's color scheme in the interim.
- Once a schematic design is approved, artist submissions should be solicited.
- It should be determined who in the City would have the final decision on the mural designs.
- The specific mural locations need to be clarified.
- It will be important to continue regular cleaning of the garages in order to maintain the aesthetic experience.
- Each parking deck's murals could have a different theme.
- The Public Arts Board would have to undertake soliciting the murals and possibly designating each parking deck with a theme.
- Banner location should be selected based on the amount of visibility.
- These plans were very well done.
- The lighting plan would need to be adjusted based on the number of selected mural locations.
- Some value engineering could possibly occur. The entry, first floor, stairwells, and exterior may be higher priorities than having murals in more remote parts of the garage.
- It would have been helpful if the presentation had more illustrations.
- There is trust, generally, in the team's recommendations because the Commission has been impressed with the team thus far.
- The Commission generally approved of the designs. Staff would guide the next steps in the implementation process. Implementation should be carried out promptly and cost-effectively.
- A proposed mural plan with location, size, lighting, and alternate color should be provided.
- 10-20 murals per deck is likely too many.

MOTION: Motion by Long, seconded by Schafer:
To approve BCT Design Group to complete the Schematic Design phase of the Interior/Exterior Parking Garage Design Services Project with the inclusion of the City Commission's feedback and direction.

VOICE VOTE

Ayes: Schafer, Baller, Host, Longe, Long

Nays: None

05-192-25 Birmingham Wayfinding & Gateway Signage Fabrication and Installation – ASI Signage Innovations Agreement Extension & Phase 1 Electrification

PD Dupuis presented the item.

Commissioner comments were as follows:

- Lit signs are important.

MOTION: Motion by Baller, seconded by Host:

To approve an amended agreement with ASI Signage Innovations to extend the term through November 10, 2025 for wayfinding signage fabrication and installation services and to authorize the Mayor and City Clerk to sign the extension on behalf of the City. In addition, to approve a modification to the agreement with ASI Signage Innovations for wayfinding electrification in an amount not to exceed \$42,312 from account # 101.0-701.000-981.0100 and further, to approve the appropriations and amendment to the General Fund budget as follows:

Revenues:

Draw from Fund Balance	101.0-000.000-400.0000
\$42,312	

Expenses:

Capital Outlay (Public Improvements)	101.0-701.000-981.0100
\$42,312	

ROLL CALL VOTE

Ayes: Schafer, Baller, Host, Longe, Long

Nays: None

Condemnation of Oakland County Board of Commissioners Resolution #2025-5051

CM Ecker presented the item.

Commissioners raised the following points during discussion:

- The language used was based on a template offered by another impacted community. Birmingham made some edits for its own recommended version.
- It would be appropriate to wait until the reasoning was explained.
- The Commission had time to pend any potential action until it could hear from County Commissioner Cavell on June 9, 2025.

The City Commission took no action.

Commission Items for Future Discussion

05-193-25 Subsidized Parking for Employees of Certain Categories of Businesses

MOTION: Motion by Long, seconded by Host:
To provide some kind of subsidy for people who are working in the City.

Commissioner comments were as follows:

- It would be necessary to discuss how to distinguish between different types of employees and employers within the City.

VOICE VOTE

Ayes: Schafer, Baller, Host, Longe, Long

Nays: None

Commission Discussion On Items From A Prior Meeting

1. Resident Survey - pended to the next meeting

IV. REMOVED FROM CONSENT AGENDA

X. COMMUNICATIONS

- A. Communications regarding the Birmingham Community and Senior Center
- B. Communications regarding Wimbleton
- C. Communications regarding Bird
- D. Communication regarding Leaf Blowers

XI. REPORTS

- A. Commissioner Reports
 1. Notice of intention to appoint to the Architectural Review Committee
 2. Notice of intention to appoint to the Historic District Study Committee
 3. Notice of intention to appoint to the Board of Zoning Appeals
- B. Commissioner Comments

Commissioner Baller reported back from the 'How Water Works' seminar given by the office of the Oakland County Water Resources Commissioner, noted Commissioner Emerine was also in attendance, and recommended that the office offer a public presentation on the water infrastructure in Linden Park.

- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 1. 3rd Quarter Budget Report
 2. 3rd Quarter Investment Report

INFORMATION ONLY

XII. ADJOURN

The Commission motioned to adjourn at 10:50 p.m.



Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

DRAFT

City of Birmingham
Warrant List Dated 05/22/2025

Meeting of 06/09/2025

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
303622	*	005430	21ST CENTURY MEDIA- MICHIGAN	1,826.75
303623	*	005430	21ST CENTURY MEDIA- MICHIGAN	444.25
303624	*	005430	21ST CENTURY MEDIA- MICHIGAN	721.50
303625	*	005430	21ST CENTURY MEDIA- MICHIGAN	192.50
303626	*	005430	21ST CENTURY MEDIA- MICHIGAN	192.50
303627	*	005430	21ST CENTURY MEDIA- MICHIGAN	491.50
303628	*	005430	21ST CENTURY MEDIA- MICHIGAN	353.50
303629	*	005430	21ST CENTURY MEDIA- MICHIGAN	1,036.25
303630	*	000855	48TH DISTRICT COURT	1,000.00
303631	*	000855	48TH DISTRICT COURT	1,000.00
303632	*	006965	7UP DETROIT	290.20
303633	*	008872	ACE DOOR COMPANY	160.00
303634	*	008106	ACUSHNET COMPANY	1,045.77
303635		009507	AIR HANDLERS SERVICE CORP.	1,549.30
303636	*	000951	ALL AMERICAN CASH REGISTER INC	220.00
303637		009813	ALMA TIRE SERVICE INC	126.00
303638		BDREFUND	AMERICAN STANDARD ROOFING	100.00
303639	*	008304	AMERINET	65,394.40
303640		000167	ANDERSON ECKSTEIN WESTRICK INC	8,956.70
303641	*	007033	APPLIED INNOVATION	1,659.40
303642		BDREFUND	ARANEAE INC	300.00
303643		BDREFUND	ARMANDO GIUSEPPE INC	2,500.00
303644	*	006759	AT&T	512.32
303645	*	006759	AT&T	74.28
303646		000843	BAKER & TAYLOR BOOKS	160.86
303646	*	000843	BAKER & TAYLOR BOOKS	645.80
303647		BDREFUND	BARRETT ROOFING CORP	200.00
303648	*	010026	BCT DESIGN GROUP	6,770.00
303649	*	010054	BIRMINGHAM PLUMBING HEATING & COOLI	725.00
303650		BDREFUND	BON BON BON	100.00
303651	*	006953	JACQUELYN BRITO	12.00
303652		003907	CADILLAC ASPHALT, LLC	690.76
303653	*	MISC	CALIFORNIA STATE CONTROLLER	200.00
303654	*	009078	CANON SOLUTIONS AMERICA INC	609.34
303655		000595	CARRIER & GABLE INC	122.59
303656	*	000444	CDW GOVERNMENT INC	1,622.24
303657		BDREFUND	CEDAR WORKS/JAMIE RUDDY	100.00
303658		BDREFUND	CHRIS MORGAN & ASSOCIATES INC	500.00
303659		BDREFUND	CLARKE, JEFFREY	100.00
303660		BDREFUND	CODY L HARTMAN	500.00
303661	*	001907	COMMON GROUND	1,500.00
303662	*	000627	CONSUMERS ENERGY	1,014.85

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
303663		BDREFUND	DENNIS ROBERT ROOFING	100.00
303664		010058	DISCOUNT OFFICE EQUIPMENT INC.	400.00
303665	*	007196	DIVERSIFIED SPEC SALES INC.	3,057.23
303666	*	000179	DTE ENERGY	50.11
303667	*	000179	DTE ENERGY	122.34
303668	*	000179	DTE ENERGY	21.04
303669	*	000179	DTE ENERGY	967.49
303670	*	000179	DTE ENERGY	15.37
303671	*	000180	DTE ENERGY	8,960.65
303672	*	000274	E-Z-GO DIVISION OF TEXTRON INC	11,787.85
303673		000493	ED RINKE CHEVROLET BUICK GMC	739.95
303674		BDREFUND	EDGERLY CONSTRUCTION	100.00
303675	*	004493	ELITE IMAGING SYSTEMS, INC	1,750.65
303676		001495	ETNA SUPPLY	9,697.02
303677	*	000936	FEDEX	31.81
303678	*	007366	FIRST ADVANTAGE OCCUPATIONAL CORP	138.00
303679		BDREFUND	FOUNDATION RESTORATION	100.00
303680		BDREFUND	GALAXY SIGN & HOISTING CO	300.00
303681		BDREFUND	GEORGE, MARTIN G LVNG TRUST	500.00
303682		BDREFUND	GEORGIS WAXING STUDIO	300.00
303683	*	004604	GORDON FOOD	1,928.26
303684		BDREFUND	GRAF, PATRICK ANTHONY	2,200.00
303685		010040	GREAT LAKES BREATHING AIR	433.18
303686		BDREFUND	GREAT LAKES CUSTOM BUILDER LLC	1,400.00
303687		000249	GA BUSINESS PURCHASER LLC	324.64
303688		BDREFUND	HANSONS GROUP LLC	500.00
303689		BDREFUND	HELLER & ASSOCIATES INC	400.00
303690		BDREFUND	HILLAN HOMES, INC	1,900.00
303691	*	001956	HOME DEPOT CREDIT SERVICES	1,109.30
303692		BDREFUND	HORIZON RETAIL CONSTRUCTION	500.00
303693	*	005990	ICC INC	13,705.00
303694		001090	INGRAM LIBRARY SERVICES	12,723.05
303697		BDREFUND	INGRAM ROOFING INC	200.00
303698	*	009551	INTERMEDIA. NET INC	788.14
303699		MISC	JENNIFER BOYD	30.00
303700		BDREFUND	JOSEPH MARK JARVIS	750.00
303701	*	004088	KGM DISTRIBUTORS INC	476.00
303702		004904	KONICA MINOLTA BUSINESS SOLUTIONS	2,346.45
303703		BDREFUND	LAKE POINTE CONSTRUCTION LLC	100.00
303704	*	009963	LAW OFFICE OF ROBERT J MORAD PLLC	375.00
303705		BDREFUND	MACLEISH BUILDING	200.00
303706		010003	MANOOGIAN LAW PLLC	1,250.00
303707		009866	MARSHALL LANDSCAPE	965.00

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303708	*	009546	MASTERS TELECOM	64.30
303709		009085	MGSE SECURITY LLC	175.00
303710		009681	MICHAEL KUHN & ASSOCIATES	2,575.00
303711		009200	MICHAEL MORRISON	1,500.00
303712		BDREFUND	MICHIGAN ASPHALT PAVING	100.00
303713	*	007479	MICHIGAN BREAD BAKERY	45.50
303714		006349	MIDWEST COLLABORATIVE	206.00
303715		000230	MIKE SAVOIE CHEVROLET INC	610.55
303716		001169	MJ AWARDS	20.00
303717		007163	MOBILE HEALTH RESOURCES	2,200.62
303718		008592	NATIONAL HOSE TESTING SPECIALTIES I	2,058.00
303719	*	007665	NATIONWIDE POWER SOLUTIONS INC.	2,054.68
303720	*	007469	NIGHT FLYER GOLF	407.28
303721	*	009748	NORTHSTAR PAINTING	4,800.00
303722		004370	OCCUPATIONAL HEALTH CENTERS	282.00
303722	*	004370	OCCUPATIONAL HEALTH CENTERS	1,226.00
303723	*	009478	ODP BUSINESS SOLUTIONS, LLC	1,089.77
303724	*	006785	OVERDRIVE, INC.	21,551.29
303725		MISC	OWEN ROBERT REIBSCHEID	60.00
303726	*	010057	PATRICIA A. ANDREWS	1,375.00
303727		BDREFUND	Perma Dry LLC	200.00
303728	*	001883	PIONEER DOOR COMPANY INC	2,095.00
303729		009612	PLAYAWAY PRODUCTS LLC	444.53
303730		BDREFUND	PMS DIVERSIFIED CONSTRUCTION SERVIC	200.00
303731		BDREFUND	PRIME HOME REMOD LLC	100.00
303732		004137	R & R FIRE TRUCK REPAIR INC	3,672.34
303733		007252	RAY WIEGAND'S NURSERY INC.	732.68
303734		BDREFUND	ROBERT R BRAND'S ENVIRONMENTS	100.00
303735		BDREFUND	ROMA CEMENT CO INC	100.00
303736		BDREFUND	RUSZKOWSKI CONSTRUCTION	300.00
303737		BDREFUND	SAKALIAN, DANIEL	100.00
303738	*	002806	SAM'S CLUB/SYNCHRONY BANK	889.35
303739		BDREFUND	SAS SERVICES INC	100.00
303740	*	009601	SCNS INC	353.60
303741	*	006590	SECURE DOOR, LLC	395.00
303742		BDREFUND	SIGN EMPORIUM	200.00
303743		BDREFUND	SIGNS & MORE	200.00
303744	*	007882	MICHAEL SIMPSON	110.88
303745	*	005731	SOUTHEASTERN MICHIGAN SEALANTS INC.	1,850.00
303746		BDREFUND	SPAGNA - WIAND LLC	100.00
303747	*	000260	SPARTAN DISTRIBUTORS INC	95.10
303748		002809	STATE OF MICHIGAN	1,026.22
303749		BDREFUND	STRAWBERRY SOLAR	100.00

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303750	*	000286	TARGET SPECIALTY PRODUCTS	1,325.00
303751	*	000272	TENNANT SALES & SVC CO	210.91
303752		BDREFUND	THREE C'S LANDSCAPING	200.00
303753	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	1,120.00
303754		BDREFUND	TUZINOWSKI LANDSCAPE CO	200.00
303755		BDREFUND	ULTRA PROFESSIONAL OUTDOOR SERVICES	100.00
303756	*	007226	VALLEY CITY LINEN, INC	42.09
303757	*	000158	VERIZON WIRELESS	455.48
303758	*	000158	VERIZON WIRELESS	89.93
303759	*	000158	VERIZON WIRELESS	295.44
303760	*	000158	VERIZON WIRELESS	308.16
303761		BDREFUND	WALLSIDE INC	500.00
303762		BDREFUND	WALLSIDE WINDOWS	500.00
SUBTOTAL PAPER CHECK				\$250,676.79

ACH TRANSACTION

13308		003708	AIRGAS USA, LLC	433.00
13309	*	000517	BEIER HOWLETT PC	42,284.75
13310	*	007345	BEVERLY HILLS ACE	248.86
13311		006683	BIRMINGHAM LAWN MAINTENANCE, INC	2,259.00
13312	*	009355	SHAUN BROWN	25.00
13313		000902	CENGAGE LEARNING INC	109.99
13314		000605	CINTAS CORPORATION	195.69
13315	*	000605	CINTAS CORPORATION	1,878.88
13316		002668	CONTRACTORS CLOTHING CO	16.00
13317		009181	DELTA TEMP SERVICES INC	623.45
13317	*	009181	DELTA TEMP SERVICES INC	10,384.75
13318	*	007314	FLEIS AND VANDENBRINK ENG. INC	4,001.16
13319		000217	FOUR SEASON RADIATOR SERVICE INC	665.92
13320	*	009387	FRAIBERG & PERNIE PLLC	7,838.54
13321	*	001672	HAYES PRECISION INC	90.00
13322		000331	HUBBELL ROTH & CLARK INC	17,776.39
13322	*	000331	HUBBELL ROTH & CLARK INC	669.75
13323		000261	J.H. HART URBAN FORESTRY	46,555.85
13324	*	002576	JAX KAR WASH	86.00
13325	*	003458	JOE'S AUTO PARTS, INC.	1,400.60
13326	*	000891	KELLER THOMA	330.00
13327	*	007096	CANDACE KUK-LAFERLE	174.00
13328	*	005550	LEE & ASSOCIATES CO., INC.	1,881.20
13329	*	008723	BRADLEY MCNAB	1,231.19
13330	*	001035	MUNICIPAL EMERGENCY SERVICES INC	392.84
13331		008336	NBS COMMERCIAL INTERIORS	832.00
13332		007755	NETWORK SERVICES COMPANY	187.56
13333	*	006359	NYE UNIFORM COMPANY	474.50

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Check Number	Early Release	Vendor #	Vendor	Amount
13334		008028	PK SAFETY SUPPLY	991.98
13335		009762	RACHEL MATTI	8,192.63
13336	*	001181	ROSE PEST SOLUTIONS	594.00
13337	*	003785	SIGNS-N-DESIGNS INC	708.00
13338	*	009266	US SIGNAL COMPANY LLC	5,103.38
13339		000969	VIGILANTE SECURITY INC	528.00
13340		002974	VILLAGE OF BEVERLY HILLS	88,222.88
SUBTOTAL ACH TRANSACTION				\$247,387.74
GRAND TOTAL				\$498,064.53

All bills, invoices and other evidences of claim have been audited and approved for payment.



Mary Chavez
 Finance Director/ Treasurer

*-Indicates checks released in advance and prior to commission approval in order to avoid penalty or to meet contractual agreement/obligation.

City of Birmingham

Warrant List Dated 05/28/2025

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Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
303763	*	009346	ACCUFORM PRINTING & GRAPHICS, INC	889.00
303765	*	007033	APPLIED INNOVATION	360.14
303766	*	006759	AT&T	468.95
303768	*	003703	AT&T MOBILITY	1,319.80
303770	*	002231	BILLINGS LAWN EQUIPMENT INC.	1,383.95
303773	*	006953	JACQUELYN BRITO	48.00
303774		003907	CADILLAC ASPHALT, LLC	928.02
303775	*	009078	CANON SOLUTIONS AMERICA INC	25.50
303776	*	000444	CDW GOVERNMENT INC	740.94
303777	*	000627	CONSUMERS ENERGY	7,419.89
303778		003923	CUMMINS SALES AND SERVICE	1,175.39
303779		009207	D'ANGELO BROTHERS INC	17,899.00
303780		009309	DEALER AUTO PARTS	156.20
303781		000233	DEAN SELLERS	2,705.45
303782		BDREFUND	DIANA'S CLEANERS LLC	100.00
303783	*	000190	DOWNRIVER REFRIGERATION	324.07
303784		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	70.00
303786	*	004604	GORDON FOOD	768.69
303787	*	008007	GREAT LAKES WATER AUTHORITY	14,517.30
303789	*	000726	GUARDIAN ALARM	500.00
303790		003132	HASTINGS AIR-ENERGY CONTROL INC	1,170.12
303791	*	001956	HOME DEPOT CREDIT SERVICES	2,130.58
303792		000340	INDUSTRIAL BROOM SERVICE, LLC	1,060.60
303793		000342	INTERSTATE BATTERIES OF SE MICH	833.48
303794		010065	K & M TIRE INC	81.00
303795	*	008450	KNOWBE4, INC	9,855.00
303796	*	000362	KROGER COMPANY	21.71
303797	*	MISC	LEIGH DOUGHERTY	20.00
303798		BDREFUND	LUCA EXTERIORS	200.00
303799		009766	LUNGHAMER FORD OF OWOSSO, LLC	84,023.00
303800	*	000888	MCKENNA ASSOCIATES INC	56,352.81
303801	*	000369	MCFI	1,506.75
303802		006227	MICHIGAN RECREATIONAL CONSTRUCTION	37,400.00
303803	*	002089	MICHIGAN-SHIGA SISTER STATE BOARD	100.00
303804	*	006461	MID AMERICA RINK SERVICES	1,250.00
303805	*	000668	NATIONAL TIME & SIGNAL CORP	968.00
303806	*	009578	OLIVIA PARKIN	306.00
303807	*	009852	PINS AND ACES	77.00
303808	*	003629	PREMIUM AIR SYSTEMS INC	424.00
303809	*	008342	RAIN MASTER CONTROL SYSTEMS	155.40
303810	*	002806	SAM'S CLUB/SYNCHRONY BANK	710.47
303811	*	008815	SHI INTERNATIONAL CORP.	1,668.04

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Check Number	Early Release	Vendor #	Vendor	Amount
303812	*	009009	SIGNATURE CLEANING LLC	4,937.99
303813	*	008073	SITEONE LANDSCAPE SUPPLY, INC	188.31
303814		000260	SPARTAN DISTRIBUTORS INC	75,549.64
303815		004544	STRYKER SALES CORPORATION	224.84
303816		009081	TYLER TECHNOLOGIES INC	105.82
303816	*	009081	TYLER TECHNOLOGIES INC	2,599.94
303817	*	001279	US FIGURE SKATING ASSOC.	99.01
303818	*	007226	VALLEY CITY LINEN, INC	84.18
303819	*	000158	VERIZON WIRELESS	149.76
303820	*	000158	VERIZON WIRELESS	618.59
303821	*	000158	VERIZON WIRELESS	98.48
303822	*	009806	VFP FIRE SYSTEMS	35,297.00
303824		BLREFUND	WILDER'S	1,181.12
303825	*	007620	WJE-WISS, JANNEY, ELSTNER ASSOC.INC	8,500.00
303826		005112	WOLVERINE	732.49
303827	*	004512	WOLVERINE POWER SYSTEMS	699.00
SUBTOTAL PAPER CHECK				\$383,180.42
 <u>EFT TRANSFER</u>				
" "	*	009468	FABIANO BROTHERS, INC	280.50
" "	*	009470	GREAT LAKES WINE & SPIRITS	643.20
" "	*	009481	PREMIUM DISTRIBUTORS	588.55
" "	*	009471	RAVE ASSOCIATES	270.90
" "	*	009469	TRI-COUNTY DISTRIBUTORS	337.20
" "	*	009593	BLUE CROSS BLUE SHIELD OF MICHIGAN	133,748.40
" "	*	009470	GREAT LAKES WINE & SPIRITS	76.80
" "	*	009481	PREMIUM DISTRIBUTORS	640.45
" "	*	009471	RAVE ASSOCIATES	313.80
" "	*	009469	TRI-COUNTY DISTRIBUTORS	286.20
SUBTOTAL EFT TRANSFER				\$137,186.00
 <u>ACH TRANSACTION</u>				
13347	*	009891	BEST ASPHALT INC.	89,278.83
13348	*	003282	LISA MARIE BRADLEY	819.25
13349		000605	CINTAS CORPORATION	195.69
13350		009954	CITY OF BIRMINGHAM #266	1,374.25
13351		002668	CONTRACTORS CLOTHING CO	266.55
13354	*	009195	CROWN CASTLE FIBER LLC	7,711.42
13356	*	009557	ZECO, LLC	550.00
13357	*	009181	DELTA TEMP SERVICES INC	1,504.74
13358	*	000565	DORNBOS SIGN & SAFETY INC	270.18
13359		009340	DVM UTILITIES	12,368.25
13360		000213	FIRE DEFENSE EQUIP CO INC	16.50
13361	*	000243	GRAINGE	1,193.79

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Check Number	Early Release	Vendor #	Vendor	Amount
13363		000261	J.H. HART URBAN FORESTRY	47,015.84
13364	*	009559	JENETTE MAITZ	1,307.25
13365	*	003458	JOE'S AUTO PARTS, INC.	1,256.24
13367	*	005876	KROPF MECHANICAL SERVICE COMPANY	895.50
13368	*	007096	CANDACE KUK-LAFERLE	130.50
13369	*	005550	LEE & ASSOCIATES CO., INC.	2,246.38
13372		001194	NELSON BROTHERS SEWER	616.00
13373		007755	NETWORK SERVICES COMPANY	1,403.40
13374	*	009706	NORTHSTAR MAT SERVICE	444.82
13375		001864	NOWAK & FRAUS ENGINEERS	26,593.00
13376	*	006359	NYE UNIFORM COMPANY	175.00
13378	*	001181	ROSE PEST SOLUTIONS	139.00
13379	*	002456	SALES MARKETING GROUP INC	712.63
13380		000254	SOCRRA	79,105.00
SUBTOTAL ACH TRANSACTION				\$277,590.01
GRAND TOTAL				\$797,956.43

All bills, invoices and other evidences of claim have been audited and approved for payment.



Mary Chavez
 Finance Director/ Treasurer

*-Indicates checks released in advance and prior to commission approval in order to avoid penalty or to meet contractual agreement/obligation.

City of Birmingham
Warrant List Dated 06/05/2025

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Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
303828	*	006965	7UP DETROIT	97.60
303829		BDREFUND	ABOOD, JEFFREY	500.00
303830		009699	ADVANCED VETERINARY MEDICAL CENTER	46.00
303831	*	009986	ALBAUGH MASONARY STONE AND TILE INC	1,004.00
303832	*	000951	ALL AMERICAN CASH REGISTER INC	220.00
303833	*	006759	AT&T	275.00
303834	*	006759	AT&T	641.43
303835		000843	BAKER & TAYLOR BOOKS	965.93
303836	*	010056	BEAUCHAMP WATER TREATMENT SOLUTIONS	4,398.00
303837	*	009673	BIRMINGHAM CONCERT BAND	1,800.00
303838		003526	BOUND TREE MEDICAL, LLC	593.88
303839	*	MISC	BRENDEN MERIDITH	72.00
303840	*	006953	JACQUELYN BRITO	24.00
303841	*	MISC	BRUCE MILLER	100.68
303842		003907	CADILLAC ASPHALT, LLC	1,160.71
303843	*	009078	CANON SOLUTIONS AMERICA INC	279.28
303844	*	003904	CAPITAL ONE BANK	6,928.89
303847		004269	CENTER POINT LARGE PRINT	29.37
303848	*	TAXMISC	CORELOGIC TAX SERVICE	3,373.22
303849		003802	CROSWELL GREENHOUSE, INC	9,745.00
303850		000575	DEMCO, INC	1,193.91
303851		010067	DESTINEE WATSON	58.29
303852		007795	DG TECHNOLOGIES	900.00
303853	*	000179	DTE ENERGY	7,759.58
303854	*	000179	DTE ENERGY	186.94
303855	*	000179	DTE ENERGY	422.33
303856	*	000179	DTE ENERGY	111.24
303857	*	000179	DTE ENERGY	20.79
303858	*	000179	DTE ENERGY	26.74
303859	*	000179	DTE ENERGY	1,898.57
303860	*	000179	DTE ENERGY	40.66
303861	*	000179	DTE ENERGY	275.65
303862	*	000179	DTE ENERGY	6,770.10
303863	*	000179	DTE ENERGY	1,816.51
303864	*	000179	DTE ENERGY	4,495.19
303865	*	000179	DTE ENERGY	2,270.69
303866	*	000179	DTE ENERGY	17.65
303867	*	000179	DTE ENERGY	1,458.29
303868	*	000179	DTE ENERGY	39.92
303869	*	000179	DTE ENERGY	18.43
303870	*	000179	DTE ENERGY	23.35
303871	*	000179	DTE ENERGY	21.31

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Check Number	Early Release	Vendor #	Vendor	Amount
303872	*	000179	DTE ENERGY	194.00
303873		000179	DTE ENERGY	26.93
303874		007505	EAGLE LANDSCAPING & SUPPLY	1,486.00
303875		008164	GARY EISELE	76.30
303876		001495	ETNA SUPPLY	3,500.00
303877		001223	FAST SIGNS	127.50
303878		006737	FOREMOST PROMOTIONS	1,856.40
303879	*	006325	MARIANNE GAMBOA	446.60
303880	*	004604	GORDON FOOD	231.65
303881	*	008007	GREAT LAKES WATER AUTHORITY	2,609.58
303882		MISC	GUARDIAN ALARM COMPANY	100.00
303883		001531	GUNNERS METER & PARTS INC	40.00
303884		003132	HASTINGS AIR-ENERGY CONTROL INC	1,565.12
303885	*	001956	HOME DEPOT CREDIT SERVICES	741.31
303886	*	001415	HORNUNG'S PRO GOLF SALES INC	366.95
303887	*	008441	INTERNATIONAL CODE COUNCIL, INC	30,788.00
303888		010065	K & M TIRE INC	1,387.52
303889		009375	LITHIA MOTORS, INC SUPPORT SERVICES	988.76
303890	*	010059	LL7 LATIN JAZZ BAND	1,600.00
303891		007910	MACALLISTER RENTALS	872.30
303892		010003	MANOOGIAN LAW PLLC	1,161.25
303893		MISC	MELISA NIKA	9.34
303894		002207	MICHIGAN AUTOMATIC SPRINKLER, INC.	17,456.30
303896		001660	MICHIGAN CAT	928.50
303897		006227	MICHIGAN RECREATIONAL CONSTRUCTION	3,895.00
303898	*	009748	NORTHSTAR PAINTING	7,548.00
303899		002853	OAKLAND COMMUNITY COLLEGE	650.00
303900	*	000477	OAKLAND COUNTY	940.20
303901	*	004370	OCCUPATIONAL HEALTH CENTERS	2,115.00
303902		001626	OXFORD OVERHEAD DOOR SALES CO.	1,805.00
303903	*	MISC	PGA OF AMERICA	681.00
303904		009154	POWERDMS INC	8,401.31
303905		004137	R & R FIRE TRUCK REPAIR INC	1,333.15
303906		007252	RAY WIEGAND'S NURSERY INC.	1,259.29
303907	*	007507	RIEDEL SHOES INC	725.18
303908	*	010068	RIEMER FLOORS INC	2,009.43
303909	*	002806	SAM'S CLUB/SYNCHRONY BANK	708.22
303910	*	006590	SECURE DOOR, LLC	1,670.00
303911		009965	SPECTRUM TRAINING SOLUTIONS	100.00
303912	*	009001	STERLING CUT GLASS CO., INC	243.77
303913	*	006998	ACHO RESOURCES INTERNATIONAL	2,500.00
303914		009819	SUCCESS 911, LLC	845.00
303915		008697	T-MOBILE USA, INC	215.00

City of Birmingham

Warrant List Dated 06/05/2025

Meeting of 06/09/2025

Check Number	Early Release	Vendor #	Vendor	Amount
303916	*	000286	TARGET SPECIALTY PRODUCTS	11,189.00
303917	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	30.00
303918	*	004379	TURNER SANITATION, INC	165.00
303919	*	008941	UPTOWN MARKET OF BIRMINGHAM	167.43
303920	*	007226	VALLEY CITY LINEN, INC	42.09
303921		000931	VARSAITY SHOP	65.92
303922	*	000158	VERIZON WIRELESS	1,027.59
303923		005112	WOLVERINE	24.18
SUBTOTAL PAPER CHECK				\$180,997.20
<u>ACH TRANSACTION</u>				
13384	*	002284	ABEL ELECTRONICS INC	2,530.00
13385	*	009576	ARAMARK REFRESHMENT SERVICES	131.98
13386	*	008983	BRENNA SANDLES	1,399.00
13387	*	009122	CLAIRE CHUNG	483.00
13388		000605	CINTAS CORPORATION	259.45
13389		000605	CINTAS CORPORATION	59.15
13390	*	000605	CINTAS CORPORATION	21.48
13391		009873	D/A CENTRAL INC.	2,768.92
13392	*	009181	DELTA TEMP SERVICES INC	1,954.85
13393		003801	JANA ECKER	517.00
13394		000213	FIRE DEFENSE EQUIP CO INC	64.75
13395	*	009387	FRAIBERG & PERNIE PLLC	750.00
13396	*	000243	GRAINGER	1,815.76
13397	*	001672	HAYES PRECISION INC	90.00
13398		000331	HUBBELL ROTH & CLARK INC	15,029.36
13399	*	009482	JAMIL KIM	1,600.00
13400	*	003458	JOE'S AUTO PARTS, INC.	84.57
13401	*	007827	HAILEY R KASPER	2,232.55
13402		009900	KRAMER MANAGEMENT GROUP, INC.	19,000.00
13403	*	005550	LEE & ASSOCIATES CO., INC.	3,058.00
13404	*	009398	MARCIA C ROSS PC	8,337.50
13405		002013	MIDWEST TAPE	640.70
13406	*	001194	NELSON BROTHERS SEWER	608.00
13407	*	006359	NYE UNIFORM COMPANY	2,471.50
13408	*	002767	OSCAR W. LARSON CO.	217.20
13409	*	006027	PENCHURA, LLC	925.00
13410	*	009655	POWERVAC	206.00
13411	*	009666	RAM CONSTRUCTION SERVICES OF MICHIG	404,985.48
13412	*	000478	ROAD COMM FOR OAKLAND CO	3,123.51
13413	*	003785	SIGNS-N-DESIGNS INC	405.00
13414	*	000254	SOCRRA	630.00
13415	*	002037	TOTAL ARMORED CAR SERVICE, INC.	303.97
13416	*	007278	5D WILLOCK BUSINESS SYSTEMS, INC.	1,968.70

City of Birmingham
Warrant List Dated 06/05/2025

Meeting of 06/09/2025

Check Number	Early Release	Vendor #	Vendor	Amount
			SUBTOTAL ACH TRANSACTION	\$478,672.38
			GRAND TOTAL	\$659,669.58

All bills, invoices and other evidences of claim have been audited and approved for payment.



Mary Chavez
Finance Director/ Treasurer

*-Indicates checks released in advance and prior to commission approval in order to avoid penalty or to meet contractual agreement/obligation.



MEMORANDUM

Finance Department

DATE: June 2, 2025
TO: Jana L. Ecker, City Manager
FROM: Mary J. Chavez, Finance Director/Treasurer
SUBJECT: 4th Quarter Budget Amendment

INTRODUCTION:

Annually, projected revenues and expenditures are provided by department heads in order to determine whether any additional adjustments are necessary to the City's current year budget. These adjustments are typically brought to the City Commission in June before the end of the fiscal year.

BACKGROUND:

The Uniform Budgeting Act requires budgets to be amended on a periodic basis as needed. Typically, this is done when the City Commission takes action to approve contracts throughout the year. As the fiscal year end approaches, departments were asked to submit their final revenue and expenditure estimates for the fiscal year. These estimates are compared to the amended budget to determine whether additional budget adjustments are necessary. By State law, only governmental funds are required to have budgets and therefore are the only funds that are recommended to be adjusted.

LEGAL REVIEW:

No legal review is required for this action.

FISCAL IMPACT:

Based on an analysis by the Finance Department of information provided by department heads, the following is a list of the City's governmental funds and recommended adjustments:

General Fund

Overall, General Fund expenditures are projected to be approximately \$1.9M under budget.

A majority of the variance (\$.9M) is related to Public Works. This is mostly the result of sidewalk and engineering expenditures coming in less than anticipated.

General Government is expected to be under budget by approximately \$218,000.

Judicial is expected to be over budget by \$108,040 as a result of the difference between what was advanced to the 48th District Court and what our proportionate share of the 48th District Court expenditures were for the Court's fiscal year ending December 31, 2024.

Public Safety is projected to be under budget by approximately \$262,000.

Health and Welfare is projected to be under budget by approximately \$576,000.

Recreation and Culture in total is expected to be under budget by approximately \$237,000.

Greenwood Cemetery Perpetual Care Fund

No adjustments needed.

Major Street Fund

No adjustments needed.

Local Street Fund

No adjustments needed.

Solid Waste Fund

No adjustments needed.

Brownfield Redevelopment Authority

No adjustments needed.

Principal Shopping District

No adjustments needed.

Triangle District Corridor Improvement Authority

No adjustments needed.

Law and Drug Enforcement Fund

No adjustments needed.

Debt Service Fund

No adjustments needed.

Capital Projects Fund

No adjustments needed.

Park Improvement Construction Fund

No adjustments needed.

Baldwin Public Library

Baldwin Public Library is expected to go over their budget by \$30,000 with a budget amendment going before their board at the June board meeting.

SUSTAINABILITY:

Not applicable.

PUBLIC COMMUNICATIONS:

Not applicable.

SUMMARY:

Based on the analysis performed by the Finance Department, it is recommended that the City Commission approve the suggested budget amendments to the General Fund as explained above.

ATTACHMENTS:

None.

SUGGESTED RESOLUTION:

To approve the appropriations and amendments to the fiscal year 2024-2025 budget as follows:

General Fund:

Expenditures:

Judicial	101.0-286.000-959.0300	\$ 108,040
Public Works	101.0-444.000-981.0100	<u>(108,040)</u>
Total Expenditure Adjustments		<u>\$ 0</u>

Library Fund:

Revenues:

Draw from Fund Balance	271.0-000.000-400.0000	\$ 30,000
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Expenditures:

Furniture	271.0-790.000-972.0000	\$ 30,000
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MEMORANDUM

City Clerk's Office

DATE: May 29, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Consolidating Election Precincts and Polling Places

INTRODUCTION:

An amendment to Michigan Election Law 168.658, expanded the capacity of election precincts from 2,999 voters to 4,999 voters creating an opportunity for municipalities to consolidate their election precincts. Currently the City of Birmingham functions on Election Day with nine election precincts across eight polling locations.

An election precinct is the smallest geographic voting unit in Michigan. Precincts should be as compact and contiguous as is practical. Precincts should be defined using clearly observable boundaries. Polling places are the physical locations where voters should appear to vote in person on Election Day.

Consolidating election precincts is an opportunity for significant cost savings to the City while enhancing the efficiency of election administration in the City of Birmingham.

BACKGROUND:

The current polling locations and precinct boundaries have been in place since 2007, resolution #08-537-07, with some minor corrections to the language used in the geographic descriptions in 2008, resolution #06-181-08.

Since 2007 there have been some significant changes in voter turnout trends, technology, and Michigan Election Law.

The implementation of the Electronic Poll Book in 2010 is one of the most notable upgrades affecting in person voting. The Electronic Poll Book expedited the process of verifying and issuing ballots to voters who vote in person at their precinct on election day or in person at an early voting site.

Proposal 18-3

- No reason absentee voting
- Updated voter registration deadlines

Proposal 22-2

- Updated deadlines for military and overseas voters
- Requires nine days of early in-person voting
- Created a permanent absentee ballot option for voters

Election	Registered Voters	Total Ballots Cast	In Person - ED	% (of votes cast)	Absentee	% (of votes cast)	In Person - EV	% (of votes cast)	Total % Turnout
August 7, 2018	17328	6553	4618	70.47%	1935	29.53%			37.82%
November 6, 2018	17445	12283	8107	66.00%	4176	34.00%			70.41%
November 5, 2019	17902	4909	3128	63.72%	1781	36.28%			27.42%
March 10, 2020	18121	7631	5130	67.23%	2501	32.77%			42.11%
August 4, 2020	18292	7128	1749	24.54%	5379	75.46%			38.97%
November 3, 2020	18967	15072	3987	26.45%	11085	73.55%			79.46%
November 2, 2021	18638	5104	1831	35.87%	3273	64.13%			27.38%
August 2, 2022	18832	6635	2554	38.49%	4081	61.51%			35.23%
November 8, 2022	18997	12680	6099	48.10%	6581	51.90%			66.75%
November 7, 2023	18809	5108	1616	31.64%	3442	67.38%	50	0.98%	27.16%
February 27, 2024	18956	5404	1955	36.18%	3374	62.44%	75	1.39%	28.51%
August 6, 2024	19134	4564	1168	25.59%	3311	72.55%	85	1.86%	23.85%
November 5, 2024	19029	14946	5221	34.93%	7690	51.45%	2035	13.62%	78.54%

Data shows that there has been a significant shift from in person election day voting to absentee voting. The availability of early voting has further lessened in person election day traffic at voting precincts. Election administrators have been carefully evaluating the data behind voter turnout to be able to make adjustments to increase efficiency and security which was a driving factor for the law changing to expand the capacity of voting precincts from 2,999 active voters to 4,999 active voters per precinct.

Since November of 2024 a number of clerks across the state have gone through the routine of consolidating precincts as measure to save cost and increase efficiency. As of late April 2025 State-wide there are 118 less precincts due to precinct consolidation. In Oakland County the following jurisdictions have reduced precincts, it is expected that many more jurisdictions will follow suit in the coming months:

- Oakland Charter Township -2

- The City of Oak Park -6
- The City of Pontiac -4
- The City of Rochester -3
- The City of Rochester Hills -11
- The City of Troy -10

The legislative body is responsible for establishing each jurisdiction’s polling places and early voting sites at least 60 days prior to each election in an odd year.

In most even-numbered years, geographic precinct boundary changes must be approved no later than 210 days prior to the August Primary. In the second year following the Federal census, however, geographic precinct boundary changes may be approved 120 days prior to the August Primary.

If a voter’s polling place or early voting site is established or changed by the 60th day before an election, the clerk must give notice of the location to the voter by the 45th day before an election. This notice requirement applies to permanent and temporary changes to polling places and early voting sites.

Upcoming Election dates to consider:

- Tuesday, November 4, 2025 – Local General Election
- Tuesday, August 5, 2026 – State Primary Election
- Tuesday, November 3, 2026 – State General Election

For the upcoming November 5, 2025 Election, Thursday, September 4, 2025 is the latest possible date to establish or change a voting precinct or polling location, with September 21, 2025 being the 45th day before the election, the latest possible date to notify the voter.

It is recommended by the City Clerk that the approval to consolidate election precincts take place in early June to have more time to implement changes and educate voters before the November 4, 2025 election.

Additionally, all Birmingham voters are already scheduled to receive updated voter ID cards this summer due to additional directives from a redistricting issue pertaining to the [Agee v. Benson](#) case. As a result of the 2024 court approved Senate boundary changes, and after reviewing data from the Qualified Voter File, the Bureau of Elections has confirmed that the City of Birmingham will be moving in its entirety to a single State Senate district due to boundary changes to State Senate districts 1-11, 13, and 23-24.

The City of Birmingham was Senate district 8 and all Birmingham voters will now be in district 7.

LEGAL REVIEW:

The suggested commission action is not in conflict with election law or the Charter.

FISCAL IMPACT:

Benefits to consolidating precinct locations includes:

- Cost savings in purchasing new equipment as the State will require all clerks to update to new equipment in 2027-2028 depending on how the bidding and contract process goes at the State level.

2027 Equipment Purchase - Estimate	9 Precinct Format	5 Precinct Format	Potential Cost Savings
Tabulators	15	10	
Touch writers	9	6	
Estimated Cost	\$480,000.00	\$320,000.00	\$160,000
Annual Maintenance	\$10,200.00	\$6,800.00	\$3,400/year

There will be some cost to communicate and inform all Birmingham voters of these changes which is covered in the 2025-2026 Election Budget.

- Signs
- Notices
- All voters will receive updated voter ID cards
- There will be a significant amount of communication to voters via the City’s print and digital newsletters and social media outlets

The budget for election workers is projected to remain flat. While the workforce will be reduced, significant pay increases are being recommended for election workers to bring our wages up to the standard wages for election workers across Oakland County.

SUSTAINABILITY:

The suggested action to consolidate polling locations is a sustainable measure due to:

- Decrease in equipment order for the 2027 voting machine purchase
- Decrease in resources consumed to set up and staff 5 polling locations as compared to 8 locations and 9 precincts

DESIGN CONSIDERATIONS:

The new precinct boundary lines were drawn to be as compact and contiguous as is practical while staying within the legal limits of no more than 4,999 active voters per precinct. The use of major roads was implemented to simplify the precinct boundaries.

Proposed Precinct	Estimate of Active Voters (rounded up)	Estimate of Voters (including inactive – rounded up)
1	3000	3100
2	3600	3800
3	2900	3100
4	4400	4700
5	3400	3600
Total	17300	18300
Actual	17094	18086

Typically, “inactive voters” are voters who do not regularly participate in elections or have a status such as verify or challenge due to bounce back mail or other circumstances where the voter may have moved and not updated their voter registration.

PUBLIC COMMUNICATIONS:

Every affected voter will receive an updated voter ID card via mail. Newspaper notices will be posted in respect to the regular established election publication requirements. If precinct consolidation is approved the City Clerk’s Office will work closely with the Communications Department to use all available digital and print communication strategies to prepare Birmingham

voters before the next election. Signage will be placed at all former polling locations directing voters to their new assigned precinct on Election Day, as it is common for voters to follow old habits and appear at their prior location rather than their newly assigned location.

SUMMARY:

City staff recommends consolidating election precincts as an efficiency and cost saving measure. Consolidating precincts follows the State-wide trend of precinct consolidation as clerks are planning to update voting equipment in 2027 and as in person polling locations are seeing less traffic due to voters choosing to vote absentee or in person during the early voting window. Additionally, precinct consolidation is in line with State law and doing so at this time will allow for our new boundaries to be considered in the next round of redistricting that will follow the 2030 Census.

ATTACHMENTS:

- Resolution
- Proposed Election Precinct and Polling Place Map
- Current Election Precinct and Polling Place Map
- Excerpt from Michigan Election Law

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the proposed consolidation of the nine existing election precinct boundaries to five election precincts.



**RESOLUTION DESIGNATING CHANGES IN BOUNDARIES FOR ELECTION PRECINCTS
IN THE CITY OF BIRMINGHAM**

WHEREAS, The City of Birmingham currently has nine election precincts at eight polling places; and

WHEREAS, Michigan Election Law 168.658 was amended by Act 267 in 2023, effective February 13, 2024 increasing the active registered voter limits from 2,999 voters per precinct to 4,999 active voters per precinct; and

WHEREAS, after careful consideration, the City Clerk proposes new election precinct boundaries to eliminate three polling places and maintain five election precincts at five polling places going forward; and

WHEREAS, Michigan Election Law, section MCL 168.662(1) states that the City Commission is responsible for determining the location of polling places within the jurisdiction. A polling place may not be established, moved, or abolished less than 60 days before an Election MCL 168.662(6); and

WHEREAS, the Clerk’s office is maximizing its efforts to reduce costs for elections, in respect to election law and voter trends, recognizing changes in turnout with an increase in voters who choose to vote absentee or early; and

WHEREAS, the five proposed consolidated election precincts shall be a more manageable and sustainable cost saving effort for the tax payers of the City of Birmingham;

NOW THEREFORE BE IT RESOLVED that after review of all election precincts and potential polling places, the Birmingham City Commission designates the following election precinct boundaries:

Precinct 1 – Polling Location: Baldwin Public Library, 300 W Merrill

Beginning at the northwest City boundary, thence east and north along the City boundary to Quarton, thence east to Woodward on the south side of Quarton, thence south to the intersection of Woodward and Maple on the west side of Woodward, thence west to the City boundary along Maple, thence north to Pine, Raynale west along to the west City boundary, thence north along the west City boundary to Raynale, thence to point of beginning (POB).

Precinct 2 – Polling Location: Derby School, 1300 Derby

Beginning at the north City boundary and the Rouge River east of Woodward, thence south to Maple on the east side of Woodward, thence east to the City boundary on the north side of Maple, thence north along the City boundary along the west side of Coolidge, thence west along Derby

to the west side of CN Railroad, thence north along the west side of the CN Railroad to the north City boundary, thence south along the City boundary to the POB.

Precinct 3 – Polling Location: NEXT/Midvale School, 2121 Midvale

Beginning on the southeast corner of Maple and Cranbrook, thence east to the intersection of Southfield Avenue and Maple on the west side of Southfield, thence south to the southern City boundary on the north side of Saxon, thence west to the southwest corner of the City boundary, thence north along City boundary to POB.

Precinct 4 – Polling Location: Pierce School, 1829 Pierce

Beginning at the southeast corner of Maple and Southfield, thence east to Woodward Avenue on the east side of Woodward, thence south along Woodward to the south City boundary, thence west along the 14 Mile Road City boundary to Southfield, thence north along the east side of Southfield to the POB.

Precinct 5 – Polling Location: Fire Station #1, 572 S. Adams

Beginning at the southeast corner of Maple and Woodward, thence east to eastern City limit, thence south along the City limit to 14 Mile Road, thence west along 14 Mile Road to Woodward, thence north along the east side of Woodward to the POB.

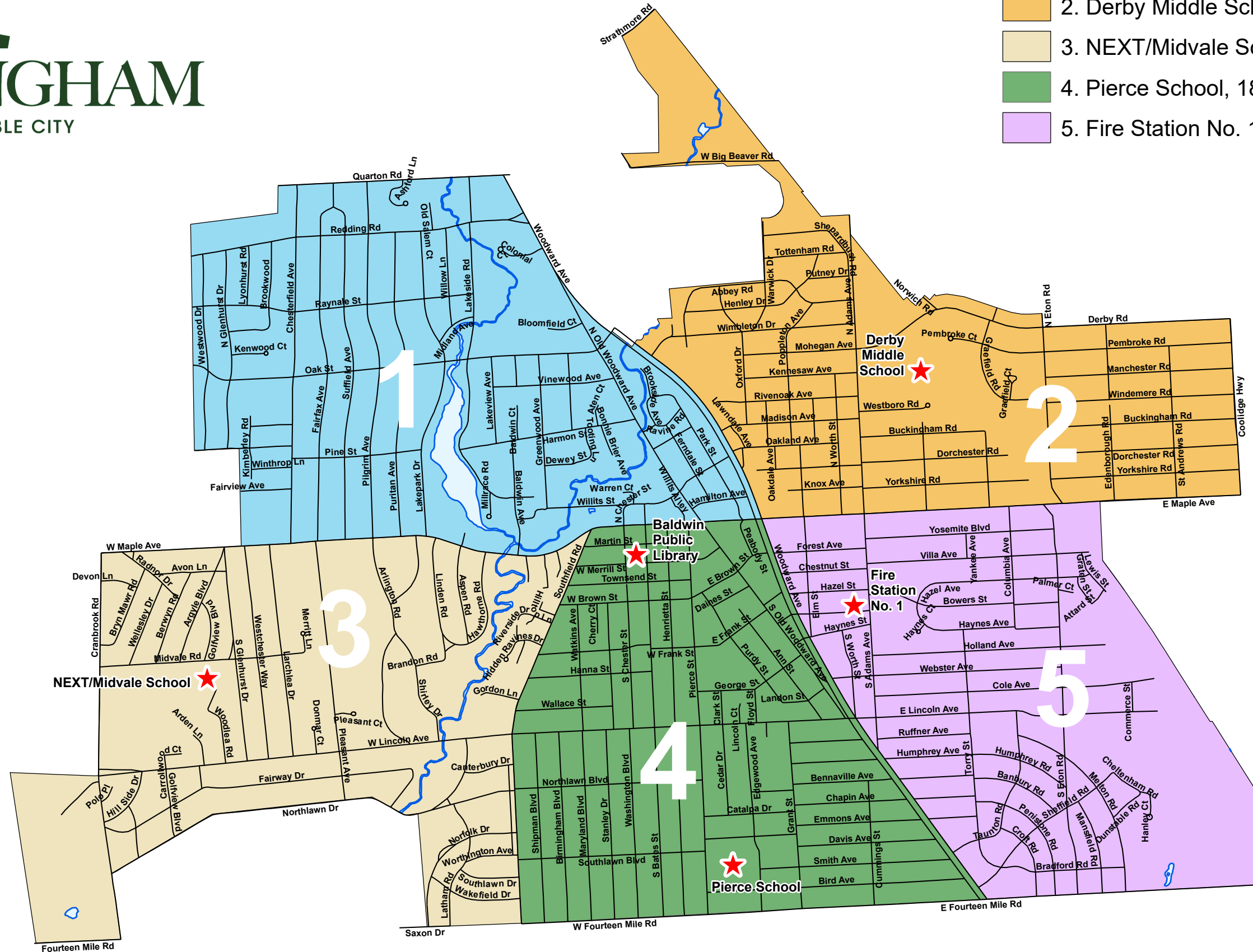
I, Alexandria Bingham, Clerk of the City of Birmingham, do hereby certify that the above is a true and correct copy of a resolution adopted by the Birmingham City Commission at their regular meeting of June 9, 2025.

Alexandria Bingham
City Clerk

PROPOSED

Precinct and Voting Location

- 1. Baldwin Library, 300 W. Merrill
- 2. Derby Middle School, 1300 Derby
- 3. NEXT/Midvale School, 2121 Midvale
- 4. Pierce School, 1829 Pierce
- 5. Fire Station No. 1, 572 S. Adams





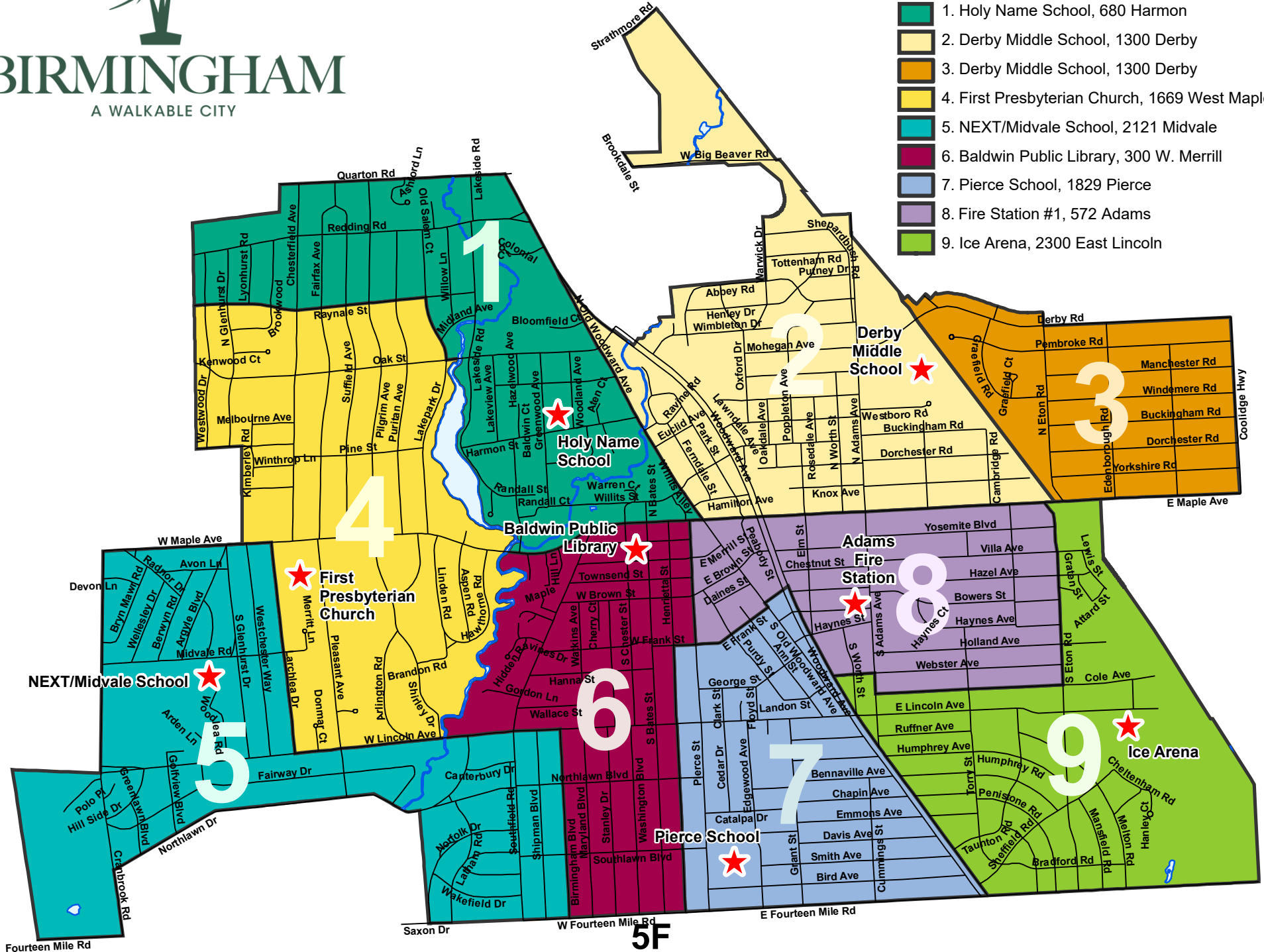
BIRMINGHAM

A WALKABLE CITY

EXISTING

Precincts and Voting Locations

- 1. Holy Name School, 680 Harmon
- 2. Derby Middle School, 1300 Derby
- 3. Derby Middle School, 1300 Derby
- 4. First Presbyterian Church, 1669 West Maple
- 5. NEXT/Midvale School, 2121 Midvale
- 6. Baldwin Public Library, 300 W. Merrill
- 7. Pierce School, 1829 Pierce
- 8. Fire Station #1, 572 Adams
- 9. Ice Arena, 2300 East Lincoln



general circulation, in the city or township. A caption or brief description of the proposal or proposals along with the location where an elector can obtain the full text of the proposal or proposals shall be included in the notice. The publication shall be made not less than 7 days before the election. The notice shall be in substantially the following form:

ELECTION NOTICE

To the qualified electors of the city or township
_____ notice is hereby given that a

_____ (indicate whether regular, special, or primary)
election will be held in _____
on _____ from 7 a.m. to 8 p.m. for the purpose of
(date)
nominating or electing candidates for the following offices:

_____ (list of offices)

and to vote on the following proposals:

_____ (list all proposals to be submitted to voters)

List of polling place locations: _____.

_____ (clerk)

(2) A county clerk may enter into an agreement with the clerk of 1 or more townships or cities in the county or the clerks of 1 or more cities or townships in a county may enter into an agreement to jointly publish the notice in subsection (1). The notice shall be published in a newspaper of general circulation in the cities and townships listed in the notice. If certain offices or proposals are to be voted on in less than all of the precincts, the notice shall specify the townships or cities that shall vote on only those offices or proposals.

History: Add. 1982, Act 2, Imd. Eff. Jan. 27, 1982;—Am. 2005, Act 71, Imd. Eff. July 14, 2005.

Compiler's note: Enacting section 4 of Act 71 of 2005 provides:

"Enacting section 4. If any portion of this amendatory act or the application of this amendatory act to any person or circumstances is found invalid by a court, the invalidity shall not affect the remaining portions or applications of this amendatory act that can be given effect without the invalid portion or application, if the remaining portions are not determined by the court to be inoperable, and to this end this amendatory act is declared to be severable."

Popular name: Election Code

ELECTION PRECINCTS

168.654 Election precincts; definition.

Sec. 654. The words "election precinct" as used in this act shall mean a political subdivision, the area of which is embraced in its entirety within the confines of a city, ward, township or village, and for which not more than 1 polling place is provided for all qualified and registered electors residing therein. When not divided according to law into 2 or more election precincts, each organized city, ward, township and village shall be an election precinct.

History: 1954, Act 116, Eff. June 1, 1955.

Popular name: Election Code

168.654a Election precinct; composition; "clearly observable boundaries" defined.

Sec. 654a. (1) An election precinct under this act must be composed as nearly as practicable of compact and contiguous territory and must have clearly defined and clearly observable boundaries.

(2) As used in this section, "clearly observable boundaries" includes 1 or more of the following:

(a) A named road or street.

(b) A road or highway that is part of the federal, state primary, or state secondary road system.

(c) A river, stream, or drainage feature that is 40 feet or more in width.

(d) A natural or constructed permanent physical feature that is shown on an official county, city, or township map issued by the department of transportation or a United States Geological Survey topographical map.

(e) An apartment building, a dormitory, or other permanent multiple-unit housing structure.

(f) Any line or demarcation that meets the requirements of and is recognized by the United States Census Bureau.

History: Add. 1994, Act 401, Imd. Eff. Dec. 29, 1994;—Am. 2018, Act 120, Eff. Dec. 31, 2018.

Popular name: Election Code

168.655 Repealed. 2018, Act 120, Eff. Dec. 31, 2018.

Compiler's note: The repealed section pertained to outer boundaries of election precincts.

Popular name: Election Code

168.656 Repealed. 2018, Act 120, Eff. Dec. 31, 2018.

Compiler's note: The repealed section pertained to division of precincts.

Popular name: Election Code

168.657 Election precincts; division, rearrangement.

Sec. 657. If a city, ward, or township is divided into 2 or more election precincts, the election commission, or other officials charged with the performance of that duty by the charter of any city may by resolution divide any precinct of the city, ward, or township into 2 or more precincts, attach a portion of any precinct to an adjoining precinct, or may rearrange the city, ward, or township into election precincts as the election commission or other officials charged with the performance of that duty by the charter of any city may consider necessary and convenient for conducting primaries or elections in the city, ward, or township in the same manner and under the same restrictions as provided in section 661.

History: 1954, Act 116, Eff. June 1, 1955;—Am. 1955, Act 271, Imd. Eff. June 30, 1955;—Am. 2018, Act 120, Eff. Dec. 31, 2018.

Popular name: Election Code

168.658 Election precincts; consolidation.

Sec. 658. If a city, ward, township, or village is divided into 2 or more election precincts, pursuant to law, and it appears from an examination of the precinct registration records that there are not more than 4,999 active registered electors in the city, ward, township, or village, the election commission, or other officials charged with the performance of the duty by the charter of a city or village, by resolution, may abolish the division or divisions and after that time the city, ward, township, or village constitutes a single election precinct as if a division had not been made. A consolidation must not be made later than the 120 days before a primary or election.

History: 1954, Act 116, Eff. June 1, 1955;—Am. 1955, Act 271, Imd. Eff. June 30, 1955;—Am. 1969, Act 290, Imd. Eff. Aug. 11, 1969;—Am. 1977, Act 236, Imd. Eff. Nov. 30, 1977;—Am. 2012, Act 270, Eff. Aug. 15, 2012;—Am. 2023, Act 88, Eff. Feb. 13, 2024;—Am. 2023, Act 226, Imd. Eff. Nov. 22, 2023;—Am. 2023, Act 267, Eff. Feb. 13, 2024.

Popular name: Election Code

168.659 Consolidation of election precincts.

Sec. 659. (1) If a county, city, ward, township, village, metropolitan district, or school district is divided into 2 or more election precincts, the county, city, ward, township, or village election commissioners may, by resolution, consolidate the election precincts for a particular election that is not a general November election, primary election immediately before a general November election, or other statewide or federal election. In making the determination to consolidate election precincts for a particular election, the election commission shall take into consideration the number of choices the voter must make, the percentage of registered voters who voted at the last similar election in the jurisdiction, and the intensity of the interest of the electors in the jurisdiction concerning the candidates and proposals to be voted upon. Consolidated precincts shall not exceed 5,000 active registered electors.

(2) A consolidation under this section shall be made not less than 60 days before a primary, general, or special election.

(3) Unless the polling places for the election precincts to be consolidated are located in the same building, when a county, city, ward, township, or village consolidates election precincts for a particular election under subsection (1), the election commissioners or other designated election officials shall do both of the following:

(a) Provide notice to the registered electors of the affected election precincts of the consolidation of election precincts for the particular election and the location of the polling place for the election precinct or precincts for that election. Notice may be provided by mail or other method designed to provide actual notice to the registered electors.

(b) Post a written notice at each election precinct polling place stating the location of the consolidated election precinct polling place.

(4) If a county, city, ward, township, or village consolidates election precincts under this section, each

affected election precinct shall be treated as a whole unit and shall not be divided during the consolidation.

History: Add. 2003, Act 302, Eff. Mar. 30, 2004;—Am. 2004, Act 296, Imd. Eff. July 23, 2004;—Am. 2012, Act 270, Eff. Aug. 15, 2012;—Am. 2012, Act 586, Imd. Eff. Jan. 7, 2013;—Am. 2014, Act 94, Imd. Eff. Apr. 3, 2014.

Compiler's note: Former MCL 168.659, which pertained to prohibition of change in election precincts within 60 days of primary or election, was repealed by Act 271 of 1955, Imd. Eff. June 30, 1955, and by Act 283 of 1955, Imd. Eff. July 19, 1955.

Popular name: Election Code

168.660 Subdivision, alteration, or rearrangement of precincts; record; numbers of precincts; description of boundaries; notice; abolition of division into precincts.

Sec. 660. When a city, ward, township, or village is subdivided into election precincts, or the election precincts are altered or rearranged, the city, township, or village election commission, or other officials charged with the performance of the duty by the charter of the city or village, shall enter that action of record in its proceedings, specify the numbers of the precincts altered or rearranged in numerical order, and describe the boundaries of each precinct. Notice of the subdivision, alteration, or rearrangement shall be given immediately by the city, township, or village clerk. The notification shall be effected by mailing to each qualified and registered elector affected by the subdivision, alteration, or rearrangement a notice by first class letter postage advising the location of his new polling place and, if deemed advisable by the city, township, or village election commission, by posting a public notice of the change in 2 places in each precinct affected thereby, advising the boundaries of each of the precincts. A notice shall also be immediately transmitted to the county clerk, and the county clerk shall transmit to the secretary of state, not later than 200 days prior to the primary next preceding the general November election, the number of election precincts in his county. The city, township, or village clerk shall give like notice of the abolition of the division of a city, ward, township, or village into election precincts, and shall, in the notice of abolition, state that the city, ward, township, or village is restored as a single election precinct and indicate the location of the polling place therein. Notice of the abolition shall be immediately transmitted to the county clerk, and by him to the secretary of state, as in the case of the subdivision or alteration of boundaries as herein provided.

History: 1954, Act 116, Eff. June 1, 1955;—Am. 1955, Act 271, Imd. Eff. June 30, 1955;—Am. 1975, Act 325, Imd. Eff. Jan. 9, 1976.

Popular name: Election Code

168.661 Division or rearrangement of precincts; notices; expenses; time limitations on division of precincts; division of precincts following federal census; determining number of registered electors.

Sec. 661. (1) Except as provided in subsection (2), city and township election commissions shall divide precincts according to law, not later than 210 days before the primary next preceding the general November election, and shall immediately notify the county clerk of the number of registered electors in each precinct in the city or township. The county clerk shall notify the secretary of state not later than 200 days before the primary of a precinct in the clerk's county that has not been divided according to law, and the secretary of state shall proceed to make divisions as are necessary at the expense of the city or township involved, not later than 180 days before the primary next preceding the general November election. A division of precincts must be made effective not later than 180 days before the primary election next preceding the general November election.

(2) In the second year following each federal decennial census, precincts must be divided under this subsection. City and township election commissions shall divide precincts not later than 120 days before the primary election next preceding the general November election in order that a precinct, as far as is practical, is not split between districts and does not exceed 4,999 registered electors, and shall immediately notify the county clerk of the number of registered electors in each precinct in each city or township. The county clerk shall notify the secretary of state not later than 110 days before the primary of any precincts in the county that have not been divided, and the secretary of state shall proceed to make the divisions as are necessary, at the expense of the city or township involved, not later than 90 days before the primary election next preceding the general November election. The division of precincts must be made effective not later than 90 days before the primary election. The secretary of state may authorize, on written request by a city or township election commission, a later division of a precinct that contains portions of more than 1 elective district. All precinct divisions must be completed not later than 90 days before the primary election next preceding the general November election. In determining the number of registered voters for a precinct under this subsection, a city or township election commission or the secretary of state, as applicable, must use only the active registered electors for that city or township.

History: 1954, Act 116, Eff. June 1, 1955;—Am. 1955, Act 271, Imd. Eff. June 30, 1955;—Am. 1964, Act 212, Imd. Eff. May 22, 1964;—Am. 2025, Act 185, Imd. Eff. May 30, 2025.

1964;—Am. 1975, Act 325, Imd. Eff. Jan. 9, 1976;—Am. 1977, Act 236, Imd. Eff. Nov. 30, 1977;—Am. 1982, Act 2, Imd. Eff. Jan. 27, 1982;—Am. 2012, Act 270, Eff. Aug. 15, 2012;—Am. 2023, Act 88, Eff. Feb. 13, 2024;—Am. 2023, Act 227, Imd. Eff. Nov. 22, 2023;—Am. 2023, Act 267, Eff. Feb. 13, 2024.

Popular name: Election Code

POLLING PLACES, EQUIPMENT, SUPPLIES

168.662 Designating place of holding election in municipality; polling places and early voting sites; central polling places; abolishment; compliance with voting accessibility; notice.

Sec. 662. (1) The legislative body in each municipality shall provide a suitable polling place for each precinct located in the municipality for use on election day and shall provide a suitable early voting site for each precinct in the municipality for each election at which the municipality conducts early voting under section 720e. If at any election a municipality conducts early voting jointly with 1 or more other municipalities located in the same county, early voting sites for that election must be provided in accordance with section 720f. If at any election a county clerk conducts early voting for 1 or more municipalities located in the county, the board of county election commissioners of that county shall provide 1 or more early voting sites for that election as provided under section 720g. A publicly owned or controlled building, including, but not limited to, a municipal building or school building, must be used as a polling place unless it is not possible or convenient to use a publicly owned or controlled building as a polling place.

(2) The legislative body of a city or township, or a board of county election commissioners as provided under section 720g, shall not designate as a polling place or early voting site a building that is owned or leased by an elected official, an individual who is a candidate, or a person that is regulated under the Michigan campaign finance act, 1976 PA 388, MCL 169.201 to 169.282. For purposes of the previous sentence, "leased" means that the entire building, and not just a portion of the building, is leased by an elected official, an individual who is a candidate, or a person that is regulated under the Michigan campaign finance act, 1976 PA 388, MCL 169.201 to 169.282. In addition, a building must not be designated as a polling place or early voting site if a portion of that building is leased by an elected official, an individual who is a candidate, or a person that is regulated under the Michigan campaign finance act, 1976 PA 388, MCL 169.201 to 169.282, and the portion of that building leased by an elected official, an individual who is a candidate, or a person that is regulated under the Michigan campaign finance act, 1976 PA 388, MCL 169.201 to 169.282, is located within 100 feet from the entrance of the polling place or early voting site located inside that building.

(3) Except as otherwise provided in section 4(1)(m) of article II of the state constitution of 1963 for early voting, the legislative body in each city or township may establish a central polling place or central polling places for 6 precincts or less if it is possible and convenient for the electors to vote at a central polling place or at central polling places. The legislative body in each city or township may abolish other polling places not required as a result of the establishment of a central polling place or central polling places.

(4) A township board may provide polling places or early voting sites located within the limits of a city that has been incorporated from territory formerly a part of the township, and the electors of the township may cast their ballots at those polling places or early voting sites. If 2 contiguous townships utilize a combined township hall or other publicly owned or controlled building within 1 of the township's boundaries and outside of the other township's boundaries, and there is not another publicly owned or controlled building available or suitable for a polling place or early voting site within the other township, then each township board may provide a polling place or early voting site in that publicly owned building for 1 or more election precinct.

(5) A city or township, or a county as provided under section 720g, shall not use as a polling place, early voting site, or central polling place a building that does not meet the requirements of this section. For early voting under sections 720a to 720j, if a city or township cannot secure a building to be used as a polling place or early voting site that meets the requirements of this section, that city or township must enter into a municipal agreement under section 720f or a county agreement under section 720g.

(6) The legislative body of a city or township, or a board of county election commissioners as provided under section 720g, shall not establish, move, or abolish a polling place, early voting site, or central polling place less than 60 days before an election unless necessary because a polling place, early voting site, or central polling place has been damaged, destroyed, or rendered inaccessible or unusable as a polling place, early voting site, or central polling place.

(7) The legislative body of a city or township, or a board of county election commissioners as provided under section 720g, shall ensure that a polling place, early voting site, or central polling place established under this section is accessible and complies with the voting accessibility for the elderly and handicapped act and the help America vote act of 2002.

(8) After a polling place or early voting site is approved under this section, the appropriate clerk, as provided under subsections (9) and (10), must provide a notice specifying the location of the polling place or early voting site to each registered elector entitled to vote at that polling place or early voting site. The notice requirement under this subsection applies to permanent and temporary changes to polling places and early voting sites, except that notice is not required if an early voting site is established in addition to 1 or more early voting sites that remain in effect for which notice was previously provided to each elector. The notice required under this subsection must be provided as follows:

(a) No later than 45 days before an election for a polling place or early voting site established or changed by the sixtieth day before an election.

(b) For temporary changes made to a polling place or early voting site under subsection (6), no later than 21 days before an election for a polling place and no later than 21 days before the first day of early voting for an early voting site. In addition to the notice required to each registered elector under this subdivision, the appropriate clerk must post a sign indicating the new polling place location or early voting site at the location of the former polling place location or early voting site.

(9) After a polling place is approved under this section, the city or township clerk of the city or township approving the polling place must provide the notice required under subsection (8) by either of the following methods:

(a) Updating and sending the voter identification card issued under section 499.

(b) Sending a separate notice by mail or other method designed to provide actual notice to the registered elector.

(10) After an early voting site is approved under this section, the appropriate clerk must provide the notice required under subsection (8) by sending a separate notice by mail or other method designed to provide actual notice to the registered elector, and must not provide the notice by updating the voter identification card issued under section 499. In addition to identifying the location of the early voting site, the separate notice sent under this subsection must provide the hours of operation of the early voting site for each day early voting is offered. The notice under this subsection must be provided as follows:

(a) For early voting conducted under section 720e, by the clerk of the municipality approving the early voting site.

(b) For early voting conducted under section 720f, by the clerk of each municipality that is a party to the municipal agreement, or as otherwise provided by the municipal agreement.

(c) For early voting conducted under section 720g, by the clerk of the county where the early voting site is located or by the clerk of each municipality that is a party to the county agreement.

(11) For temporary changes made under subsection (6) to a polling place within 20 days before an election or to an early voting site within 20 days before the start of early voting, the appropriate clerk must provide notice in all of the following ways:

(a) By posting a sign indicating the new polling place location or early voting site at the location of the former polling place location or early voting site.

(b) By posting the new polling place location or early voting site on the website of the municipality or county, as applicable.

(c) By posting the new polling place location or early voting site on the department of state's website.

(12) As used in this section:

(a) "Accessible" means the removal or modification of policies, practices, and procedures that deny an individual with a disability the opportunity to vote, including the removal of physical barriers as identified in section 261(b) of the help America vote act of 2002, 52 USC 21021, so as to ensure individuals with disabilities the opportunity to participate in elections in this state.

(b) "Candidate" means that term as defined in section 3 of the Michigan campaign finance act, 1976 PA 388, MCL 169.203.

(c) "Early voting site" means that term as described in section 4(1)(m) of article II of the state constitution of 1963.

History: 1954, Act 116, Eff. June 1, 1955;—Am. 1955, Act 271, Imd. Eff. June 30, 1955;—Am. 1974, Act 165, Imd. Eff. June 23, 1974;—Am. 1995, Act 261, Eff. Mar. 28, 1996;—Am. 1996, Act 207, Imd. Eff. May 21, 1996;—Am. 1999, Act 216, Imd. Eff. Dec. 28, 1999;—Am. 2004, Act 13, Imd. Eff. Feb. 26, 2004;—Am. 2004, Act 92, Imd. Eff. Apr. 26, 2004;—Am. 2022, Act 219, Eff. Jan. 1, 2023;—Am. 2023, Act 81, Eff. Feb. 13, 2024.

Popular name: Election Code

168.663 Polling places; erection of barriers.

Sec. 663. The legislative body of each city, village and township shall provide for and cause to be erected in the room where any election is to be held in each election precinct of such city, village or township, a

suitable barrier which shall be so placed as to separate from the rest of the room the area in which the election officials, challengers, voting machines or ballot boxes and voting booths, and persons in the actual process of voting, are located. The barrier shall be of a type approved by the secretary of state.

History: 1954, Act 116, Eff. June 1, 1955;—Am. 1962, Act 74, Eff. Mar. 28, 1963.

Popular name: Election Code

168.664 Polling places; booths or temporary rooms, specifications.

Sec. 664. On the inside of said railing, the said officers shall cause 1 or more booths or temporary rooms to be erected. At least 1 such booth shall be provided at each polling place and not less than 1 for each 100 persons entitled to vote thereat, as shown by the registration book of the precinct. Each such booth shall be built with walls not less than 6 feet high and in such manner that the person preparing his ballot shall be concealed from all other persons. In each booth there shall be provided a shelf of sufficient size with smooth surface on which ballots may be placed to be marked.

History: 1954, Act 116, Eff. June 1, 1955.

Popular name: Election Code

168.665 Polling places; forms, stationery and supplies; provision, delivery, approval by state bureau of elections.

Sec. 665. All forms, stationery and supplies required by the several boards of precinct election inspectors for all federal, state, district and county primaries and elections shall be furnished in accordance with sections 666, 667, 668, 669 and 670 of this act. All forms, stationery and supplies to be provided by the secretary of state and the boards of county election commissioners shall be delivered to the county clerks who shall, in turn, deliver them to the several city and township clerks at the time official ballots are delivered, and said ballots, as well as all forms, stationery and supplies referred to in sections 666, 667, 668, 669 and 670 of this act, shall be delivered by said city and township clerks to the several boards of precinct election inspectors in sufficient time for use at any such primary or election. Notwithstanding any provision of law to the contrary, it shall be unlawful for any publisher, printer or supplier to offer for sale to any county, city, village or township clerk or election commission any of the following until such shall have been approved by the state bureau of elections:

1. Statements of returns
2. Tally books and poll books
3. Combined tally and statement books
4. Certificates of electors sworn to disability
5. Envelopes for transmitting tally books, statement books, poll books and election certificates
6. Wrappers for securing voted ballots
7. Applications for ballots
8. Anything which is required by the election law to be approved, prescribed or recommended by the secretary of state or state director of elections.

The provisions of this section shall not apply to forms printed on the direct order of any county, city, village or township clerk or election commission.

History: 1954, Act 116, Eff. June 1, 1955;—Am. 1955, Act 271, Imd. Eff. June 30, 1955;—Am. 1957, Act 198, Eff. Sept. 27, 1957.

Popular name: Election Code

168.666 Metal seals; paper seals; blank forms for returns.

Sec. 666. At each federal, state, district, or county primary or election, the secretary of state shall furnish to each county clerk at state expense the following items:

(a) Before each primary, general, or special election at which state, district, or county officers are to be nominated or elected, a supply of self-sealing metal seals adapted and suitable for sealing the ballot boxes used at the election. The metal seals shall have the words "State of Michigan" and serial numbers stamped on them. The secretary of state shall provide a sufficient number of metal seals for each voting precinct within the county at least 30 days before an election.

(b) A substantial supply of red gummed paper seals for use of the precinct boards of election inspectors in sealing the package of ballots and the envelopes containing the tally sheets or poll books and the statement of returns. Each seal shall have inscribed on it the words "Election Seal--State of Michigan" and the date of the primary or election at which it is to be used. A space shall also be provided on the seal in which 2 members of the board of election inspectors shall write their initials after the seal has been applied.

(c) Suitable blank forms for use by the county boards of canvassers in making returns of the canvass required by this act. Each county board of canvassers shall use the forms furnished by the secretary of state in



MEMORANDUM

City Clerk's Office

DATE: May 21, 2025
TO: Jana L. Ecker, City Manager
FROM: Alexandria Bingham, City Clerk
SUBJECT: SOCWA Board of Trustees

INTRODUCTION:

Article VII of the Articles of Incorporation of Southeastern Oakland County Water Authority (SOCWA) provides that each member municipality shall annually appoint a representative and an alternate to the Board of Trustees.

BACKGROUND:

Historically, the City Commission has appointed the City Engineer as the Representative and City Manager as the Alternate.

LEGAL REVIEW:

N/A

FISCAL IMPACT:

N/A

PUBLIC COMMUNICATIONS:

Information regarding this appointment will be provided along with the agenda packet on the City website. Public comment is welcome in accordance with standard commission procedure.

SUMMARY:

The City Commission is being asked to appoint Melissa Coatta to the SOCWA Board of Trustees as the Primary Representative and Jana Ecker as the Alternate Representative to the Board of Trustees for the 2025-2026 fiscal year.

ATTACHMENTS:

- May 15, 2025 letter from SOCWA

SUGGESTED COMMISSION ACTION;

Make a motion adopting a resolution to appoint Melissa Coatta as Representative and Jana Ecker as Alternate Representative of the City of Birmingham on the SOCWA Board of Trustees for the fiscal year starting July 1, 2025.



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May 15, 2025

Alexandra Bingham
City Clerk
City of Birmingham
PO Box 3001
Birmingham, MI 48012

Subject: Appointment of Representative & Alternate

Dear Ms. Bingham:

Article VII of the Articles of Incorporation of the Southeastern Oakland County Water Authority provides that each municipality shall annually appoint a representative and an alternate to the Board of Trustees. This representative shall serve during the next fiscal year following his appointment and/or until his successor is appointed.

The present representative and alternate representative for the City of Birmingham are as follows:

<u>Representative</u>	<u>Alternate</u>
Melissa Coatta	Jana Ecker

It is requested that the City Commission, by resolution, appoint a representative and alternate representative to represent the City of Birmingham on the Board of Trustees of the Southeastern Oakland County Water Authority for the fiscal year beginning July 1, 2025.

Please forward a certified copy of this resolution to the Southeastern Oakland County Water Authority, 3910 W. Webster Road, Royal Oak, MI 48073-6764.

Very truly yours,

Eric L. Griffin
General Manager

ELG/cf



MEMORANDUM

Clerk's Office

DATE: May 21, 2025
TO: Jana Ecker, City Manager
FROM: Alexandria Bingham, City Clerk
SUBJECT: SOCRRA Board of Trustees Representatives

INTRODUCTION:

Article VII of the Articles of Incorporation of South Oakland County Resource Recovery Authority (SOCRRA) provides that each member municipality shall annually appoint a representative and an alternate to the Board of Trustees.

BACKGROUND:

Since 2015 the City Commission has appointed the City Manager as the Representative and the DPS Director as the Alternate.

LEGAL REVIEW:

N/A

FISCAL IMPACT:

N/A

PUBLIC COMMUNICATIONS:

Information regarding this appointment will be provided along with the agenda packet on the City website. Public comment is welcome in accordance with standard commission procedure.

SUMMARY:

The City Commission is being asked to appoint Jana Ecker as the Primary Representative and Scott Zielinski as the Alternate Representative to the SOCRRA Board of Trustees for the 2025-2026 fiscal year.

ATTACHMENTS:

May 19, 2025 letter from SOCRRA

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to appoint Jana Ecker as Representative and Scott Zielinski as Alternate Representative of the City of Birmingham on the SOCRRA Board of Trustees for the fiscal year starting July 1, 2025.



Berkley • Beverly Hills • Birmingham • Clawson • Ferndale • Hazel Park • Huntington Woods • Lathrup Village • Oak Park • Pleasant Ridge • Royal Oak • Troy

May 19, 2025

Alexandra Bingham
City Clerk
City of Birmingham
PO Box 3001
Birmingham, MI 48012

Subject: Appointment of Representative & Alternate

Dear Ms. Bingham:

Article VII of the Articles of Incorporation of SOCRRA provides that each municipality shall annually appoint a representative and an alternate to the Board of Trustees. This representative shall serve during the next fiscal year following their appointment and/or until their successor is appointed.

The present representative and alternate representative for the City of Birmingham are as follows:

Representative

Alternate

Jana Ecker

Scott Zielinski

It is requested that the City Commission, by resolution, appoint a representative and alternate representative to represent the City of Birmingham on the Board of Trustees of SOCRRA for the fiscal year beginning July 1, 2025.

Please forward a certified copy of this resolution to SOCRRA, 3910 W. Webster Road, Royal Oak, MI 48073-6764.

Very truly yours,

Eric L. Griffin
General Manager

ELG/cf



MEMORANDUM

Department of Public Services

DATE: June 2, 2025

TO: Jana L. Ecker, City Manager

FROM: Scott Zielinski, Director of Public Services

SUBJECT: Cooperative Agreement of Personnel and Equipment Sharing During Emergencies

INTRODUCTION:

As a member of the Southeastern Oakland County Public Works Association (SOCPWA), the City of Birmingham has been a part of the Cooperative Agreement of Personnel and Equipment Sharing During Emergencies with all members of SOCPWA (Auburn Hills, Berkley, Birmingham, Bloomfield Township, Clawson, Farmington Hills, Ferndale, Hazel Park, Huntington Woods, Lathrup Village, Madison Heights, Novi, Oak Park, Orchard Lake Village, Pleasant Ridge, Rochester, Royal Oak, Southfield, SOCRRA, SOCWA, and the Village of Franklin). Recently, SOCPWA updated this agreement for all participating members.

BACKGROUND:

The City of Birmingham has been a member of SOCPWA since 2012 and has participated in equipment sharing cooperative agreements in the past. The term of the updated agreement will begin in 2025 and end in 2030. Under the provisions of the agreement, any of the community members of SOCPWA may request or offer equipment and or staff to any of the SOCPWA members who require additional services to counteract natural and man-made disasters common to all communities. This agreement does not require the City to assist, and therefore, this agreement does not overly extend any of the City's day-to-day operations. This agreement provides the opportunity to assist when needed for all member communities. Under the current agreement, our City has received equipment for repairs related to uncommon replacement parts for water mains.

LEGAL REVIEW:

The City Attorney has reviewed the agreement and has no objections to form or content.

FISCAL IMPACT:

At this time, there is no fiscal impact associated with the respective agenda item. If this agreement is ever needed, any assistance lent to other SOCPWA members would be reimbursed by the affected SOCPWA member. If Birmingham were the affected member, this would allow us to

respond immediately with help from unaffected members at rates that would be significantly lower than if the City were required to contract out the work.

SUSTAINABILITY:

This cooperative agreement enables the City to utilize equipment that other communities already possess, thereby reducing redundancy in equipment that would otherwise remain unused. This agreement gives the City access to equipment for use that prevents the need to purchase additional equipment.

PUBLIC COMMUNICATIONS:

None.

SUMMARY:

As a member of SOCPWA, the City has the opportunity to join this cooperative agreement, which would provide the City with critical assistance in the event of a natural or man-made disaster that requires more equipment and personnel than the City may have available at the time.

ATTACHMENTS:

- Joint And Cooperative Agreement For Use Of Personnel And Equipment During Emergencies with Southeastern Oakland County Public Works Association Public Works Mutual Aid Authority

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the Joint and Cooperative Agreement for Use of Personnel and Equipment during Emergencies via the City's membership with SCOPWA. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

JOINT AND COOPERATIVE AGREEMENT
FOR USE OF
PERSONNEL AND EQUIPMENT DURING EMERGENCIES

SOUTHEASTERN OAKLAND COUNTY PUBLIC WORKS ASSOCIATION
PUBLIC WORKS MUTUAL AID AUTHORITY

I. PURPOSE

The member communities of the Southeastern Oakland County Public Works Association (SOCPWA) recognize that they have authority pursuant to the provisions of Public Act 35 of 1951, an Act to authorize intergovernmental contracts between municipal corporations and to authorize any municipal corporation to contract with any other person or any other municipal corporation; to furnish any lawful municipal service to property outside the corporate limits of the first municipal corporation for consideration. The result establishes a regional mutual aid association, to be known as the Public Works Mutual Aid Authority, representative of the various communities with authority and responsibilities relating to utilization of resources to counteract natural and man-made disasters common to all communities, together with the power and authority to implement such services as set forth herein.

II. DEFINITION OF TERMS

For purposes of this Agreement, the terms defined in this section shall have the meanings given them.

1. *Party* means a governmental unit which is a party to this Agreement.
2. *Eligible party* means a governmental or corporation unit which is entitled to become a party to this Agreement, at its own option.
3. *Requesting party* means a party which requests assistance from other parties.
4. *Responding party* means a party which provides assistance to a requesting party.
5. *Assistance* includes personnel, materials and equipment.
6. *Requesting official* means the person who has been designated by the requesting party to request assistance from other parties.
7. *Responding official* means the person who has been designated by a party to determine whether and to what extent that party should provide assistance to a requesting party.
8. *Emergency* means a sudden and unforeseen situation requiring immediate action beyond the requesting party's capability.
9. *Authority Secretary* means the secretary of the Public Works Mutual Aid Authority.

10. *Public Works Mutual Aid Authority* means the organization formed by the Southeastern Oakland County Public Works Association to meet emergency situations within the boundaries of its member communities.

III. PARTIES

1. The parties to this Agreement shall consist of members of the Southeastern Oakland County Public Works Association and shall be known as the Public Works Mutual Aid Authority. Upon the adoption of a resolution by its governing body, an executed copy of this Agreement shall be forwarded by the member party together with a certified copy of the resolution authorizing the Agreement.
2. The Authority Secretary shall maintain a current list of the parties to this Agreement. Whenever there is a change of the parties to this Agreement, the Authority Secretary shall notify the designated responding official of each of the parties of such change.

IV. PROCEDURE

1. Each party shall designate and keep on file with the Authority Secretary the name of the person of that party who shall be its requesting official and responding official. A party may designate alternate officials to act in the absence of the primary official.
2. Whenever, in the opinion of a requesting official of a party, there is a need for assistance from other parties to assist the requesting party, such requesting official may, at his or her discretion, call upon the responding official of any other party to furnish assistance to and within the boundaries of the requesting party. It is the intention of the parties to this Agreement to cooperate in the event of an emergency by making available to a requesting party necessary or requested personnel, materials, and equipment without undue delay.
3. Upon the receipt of a request for assistance from a party, the responding official for any other party may authorize and direct the personnel of the responding party to provide assistance to the requesting party. Whether the responding party shall provide such assistance to the requesting party, and, if so, to what extent such assistance shall be provided, shall be determined solely by the responding official subject to such supervision and direction as may be applicable for him or her within the governmental structure of the party by which he or she is employed. Failure to provide assistance will not result in liability to any party.
4. When a responding party provides assistance under the terms of this Agreement, it may in turn request assistance from other parties as "back-up" during the time that it is providing assistance outside its boundaries.
5. Whenever a responding party has provided assistance to a requesting party, the responding official may at any time recall such assistance or any part thereof to

the responding party, if the responding official in his best judgment deems this is in the best interest of his own agency.

6. When a responding party supplies equipment and personnel to a requesting party, said equipment and personnel shall remain under the direction and control of the responding party; shall be paid by the responding party; shall be protected by the Worker's Compensation of the responding party; and shall otherwise be deemed to be performing their regular duties for the responding party. However, the responding party shall undertake to coordinate with the requesting party the assistance which it provides. The requesting party shall provide all routine fueling and servicing of respondents' equipment and materials, and shall assume all costs thereof during the assistance period.
7. A responding party shall be responsible for its own personnel, equipment, and materials and for injuries or death to any personnel, or damage to any such equipment or materials, except that unused equipment and materials provided by the responding party shall be returned to the responding party by the requesting party when circumstances permit this to be done.
8. The requesting and responding parties may review any equipment repaired to determine if such repair was directly related to the emergency operation. If mutually agreed that repairs are required, they shall be the responsibility of the requesting party. Any disagreement which cannot be resolved by the responding and requesting parties shall be resolved by a committee established from the Public Works Mutual Aid Authority. Materials and supplies used by the responding party at the request or direction of the requesting party shall be reimbursed by the requesting party to the responding party.
9. An emergency response by a responding party, which is provided on a "gratis" basis, shall be limited to a maximum of forty-eight (48) hours duration. After such time, the responding party shall be reimbursed for labor and equipment by the requesting party. During this period of time, the requesting party shall actively seek to engage outside contractors to conduct the work being done by the responding party so as to expedite the return of the responding party to its home community.
10. The responding party shall maintain such records of the cost of labor, equipment and materials provided; and hours of work or operation as deemed necessary for recovery of costs in the event the incident becomes eligible for Federal or State Disaster Assistance. If declared eligible, these costs shall then be reimbursed by the requesting party in full or in a prorata share of assistance provided.
11. The requesting party shall not be responsible for any injuries, losses, or damages to persons or property arising out of the acts of any of the personnel of a responding party. Nor shall the responding party be responsible for injuries, losses or damages arising out of the acts of any of the personnel of the requesting party or the personnel of any other responding party.

12. Technical service and assistance of non-emergency nature may be requested and/or provided by the parties to this Agreement.

V. INSURANCE

Each party to this Agreement shall maintain appropriate insurance policies covering personal and public liability. Said policies shall cover damage or injury caused by negligent operation of its vehicles while operating under the terms of this Agreement outside of its corporate limits or contract areas.

VI. RESPONSIBILITY PROVISION

Each party agrees that it shall be responsible for any and all claims, costs, actions, causes of action, losses or expenses – including attorney fees, resulting from or caused by its acts or omissions, the acts or omissions of its employees, officers, or officials, pursuant to this Agreement.

Each party shall be responsible for any claims made against that party and for the acts of its respective officers, officials and employees. For any claims that may arise from the performance of this Agreement, each party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Agreement, none of the parties shall have any right under any legal principle to be indemnified by either of the other parties or any of the other parties' respective officers, officials, or employees in connection with any claim. For purposes of this paragraph, the term "claims" shall mean and include any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs and/or expenses of any kind which are imposed upon, incurred by, or asserted against a party.

Nothing in this Agreement is intended, nor shall it operate, to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity or character of office including, but not limited to, governmental immunity on behalf of the parties to this Agreement or any of their respective employees, appointees, officials or agents.

VII. COMPLETE AGREEMENT

The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of this Agreement. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions, or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

VIII. APPROVALS

All of the parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The person signing this agreement on

behalf of each municipality have legal authority to sign this Agreement and bind the parties to the terms and conditions contained herein.

IX. WITHDRAWAL, TERM, AND TERMINATION

This Agreement shall be for an Initial Term of five (5) years, from _____, 2025 through _____, 2030. If this Agreement is not terminated as provided below, it shall automatically renew annually for a Renewal Term of one (1) year, subject to the terms and conditions below. The Renewal Terms possible under this Section are not limited. Any party may withdraw from the Association at any time upon thirty (30) days written notice to the Authority. The Authority Secretary shall thereupon give notice of such withdrawal, and of the effective date thereof, to all other parties, as hereinbefore provided.

X. NO THIRD-PARTY BENEFICIARIES.

This Agreement is not intended to, and does not, create any special or other duty, obligation, promise, benefit or right to services not herein described in favor or for the benefit of any person, entity, or organization that is not a named party to this Agreement. The parties will not authorize third party use of the system without prior approval of those entering into this Agreement.

XI. ASSIGNMENTS.

The rights, duties and obligations under this Agreement are not assignable and may not be delegated by any party, except with the written approval of the other parties to this Agreement.

XII. NOTICES.

Notices under this Agreement shall be directed to current designated the Requesting/Responding Official identified on file with the Secretary.

XIII. AMENDMENTS.

Amendments of this Agreement shall be in writing, approved by resolution of the councils and boards of the parties, and be signed by authorized representatives of the parties.

XIV. SEVERABILITY.

If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect.

XV. APPLICABLE LAW.

This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, possessive

or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.

XVI. NO WAIVER.

Absent an express written waiver, the failure of a party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

XVII. COMPLIANCE WITH LAWS.

Each party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

XVIII. FILING.

As provided in MCL 124.510, this Agreement and any amendments of it shall be filed with the Oakland County Clerk and Michigan Secretary of State before taking effect.

XIX. EFFECTIVE DATE

This Agreement shall become effective on _____, 20_____.

IN WITNESS WHEREOF, the undersigned, on behalf of their governmental unit, have executed this Agreement pursuant to authorization by the City/Township of _____, MICHIGAN on the _____ day of _____, 20_____.

City/Township of _____

WITNESS: _____

By: _____
Chief Elected Official

WITNESS: _____

By: _____
Clerk

Date: _____

SOUTHEASTERN OAKLAND COUNTY
PUBLIC WORKS ASSOCIATION

WITNESS: _____

By: _____

Date: _____

**CONSTITUTION AND BY-LAWS
OF THE
SOUTHEASTERN OAKLAND COUNTY
PUBLIC WORKS ASSOCIATION'S
PUBLIC WORKS MUTUAL AID AUTHORITY**

ARTICLE I

Name and Purpose

Section I: This organization shall be known as the "Public Works Mutual Aid Authority".

Section II: The purpose of membership in this association shall be to assist member communities in emergency situations, to exchange ideas, equipment, and methods of dealing with emergencies, and to protect the lives and property within member communities in the case of any emergency or disaster.

ARTICLE II

Membership

Section I: Membership in this authority shall refer to public works departments, or its equivalent department.

Section II: Any public works department or organization holding membership in the Southeastern Oakland County Public Works Association, and that can be of reciprocal service to other members of said organizations evidenced by its maintenance of a level of equipment and labor sufficient to meet the ordinary and routine operations and services within its community, and are from an incorporated Village or City, a Township, or an authority created by such bodies, and is approved by a simple majority of the membership, shall be eligible for membership in this authority.

Section III: The following shall be known as members of this authority as of November 14, 2012:

Auburn Hills	Berkley	Birmingham	Bloomfield Township
Clawson	Farmington Hills	Ferndale	Hazel Park
Huntington Woods	Lathrup Village	Madison Heights	Novi
Oak Park	Orchard Lake Village	Pleasant Ridge	Rochester
Royal Oak	Southfield	SOCRRA	SOCWA
Village of Franklin			

ARTICLE III

Dues

Section I: Each member shall pay an annual membership fee of \$10.00 per year, which shall be due and payable on January 31 of each year.

ARTICLE IV
Officers

Section I: The officers of the Southeastern Oakland County Public Works Association shall be Chairperson, Vice Chairperson, and a Secretary-Treasurer, and shall constitute the Executive Committee of the Public Works Mutual Aid Authority.

Section II: The Chairperson shall have the following duties: To call all regular and special meetings; to preside and preserve order at all meetings; to appoint committees; to see that subordinate officers execute the obligations and duties of their respective offices to the best of their ability.

Section III: The Vice-Chairperson shall have the following duties: To assist the Chairperson in the discharge of his or her regular duties, and in the event of the absence of the Chairperson, to assume the duties of Chairperson.

Section IV: The Secretary-Treasurer shall have the following duties: To call the roll; to keep a record of all proceedings of the Authority; to collect all dues and other monies due the Authority; to pay out said monies on the order of the Authority; and to send notices of all regular and special meetings of the Authority. The Secretary-Treasurer shall make an itemized report of all income and expenses to be presented at the first regular meeting of each year. In addition, the Secretary-Treasurer shall maintain a current list of all members in the Authority.

ARTICLE V
Meetings

Section I: The regular meeting of the Authority shall be held in January of each year. The time and location shall be determined by the executive committee.

Section II: Special meetings shall be called by the Chairperson with at least seven (7) days written notice to the membership.

Section III: A simple majority of the membership shall constitute a quorum.

Section IV: The Roberts Rules of Order shall govern.

Section V: Each member shall have one (1) vote.

ARTICLE VI
Elections

Section I: The election of officers shall be held at the regular meeting of each year. This election shall be by secret ballot, or by open ballot, at the selection of the membership.

Section II: The officers of the Authority shall be elected for a term of two (2) years.

Section III: In the event of a vacancy occurring in the office of the Chairperson, the Vice Chairperson shall succeed to that office. The Chairperson shall appoint replacement officers for all vacancies.

ARTICLE VII
Committees

Section I: The Authority shall have the following annual committee: Executive. Other committees may be formed to serve in an ad-hoc capacity, at the discretion of the executive committee.

Section II: Any committee shall have the authority to request assistance from any members of the Authority.

Section III: It shall be the duty of the Executive Committee to handle all matters that pertain to state legislation on matters of importance to the Authority.

ARTICLE VIII
Amendment and Dissolution

Section I: No amendment shall be made to these By-Laws unless proposed at the regular meeting in writing.

Section II: An amendment requires a two-thirds majority vote of the entire membership for acceptance.

Section III: This Authority may be disbanded by a three-fourths vote of the entire membership of the Authority, and a published or served notice shall be given to all members for that purpose at least one month before such a vote shall be taken.



MEMORANDUM

Engineering Department

DATE: June 4, 2025

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Water and Sewer Rate and Connection Fee Study Service Agreement

INTRODUCTION:

A request for proposals for a water and sewer rate and connection fee study was issued and the City received two (2) proposals for consideration. Both proposals have been reviewed by a selection committee, which has recommended that the City continue to contract with Hubbell, Roth, and Clark, Inc. (HRC) to conduct an updated water and sewer rate and connection fee study.

BACKGROUND:

In previous years, the Director of Finance has computed water and sewer rates for the City, and the Engineering Department and Department of Public Services provide the connection fees. Our water supplier, SOCWA, has been gradually moving towards a monthly fixed charge component for their water rates, and for the fiscal year 2025/26, this will be 25% of the annual costs. This monthly fixed charge covers some of the operation and maintenance of their distribution system to the communities no matter how much volume is purchased by the community. For the sewer system, the City is unique where there are two different drainage districts, and the one district has three (3) retention treatment basins it drains to. The City has previously collected connection fees on new commercial developments and just recently started to collect for new residential developments.

The Finance Department, Engineering Department, and Department of Public Services agreed it would be helpful to have a professional review of our water and sewer rates and our connection fees to help fund and sustain operations, maintenance, and future improvements planned for the water and sewer system. The Engineering Department issued a request for proposals on April 14, 2025, and received two (2) proposals on May 1, 2025. The selection committee included representatives from the Engineering Department, Finance Department, Department of Public Services, and the Manager's Office. The following criteria were used to evaluate the proposals:

1. Ability to provide services as outlined
2. Bidder background and personnel qualifications
3. Related experience with similar projects
4. Cost of services

5. Timeline and schedule for completion
6. References

Each member of the selection committee ranked each company based on the above criteria and HRC received the highest ranking. HRC received higher rankings in related experience with similar projects by completing water and sewer rate studies in many nearby communities.

LEGAL REVIEW:

Michael Gibbons with Beier Howlett reviewed the 2025 Water/Sewer Rate and Connection Fee Study Agreement and has no concerns or objections.

FISCAL IMPACT:

This study is budgeted for in the FY2024-2025 budget in the Water Fund under account 591.0-547.000-811.0000.

SUSTAINABILITY:

N/A

DESIGN CONSIDERATIONS:

N/A

PUBLIC COMMUNICATIONS:

Communications will occur during the recommendation discussion for the proposed water and sewer rates and the connection fees at a future City Commission meeting(s).

SUMMARY:

The selection committee recommends that Hubbell, Roth & Clark, Inc. be engaged to provide professional services to conduct a water and sewer rate and connection fee study.

ATTACHMENTS:

- Request for Proposal (RFP) and Addendums
- Tabulation of Quotes
- Agreement
- Hubbell, Roth & Clark, Inc. Quote

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve a professional service agreement for the 2025 Water/Sewer Rate and Connection Fee Study with Hubbell, Roth & Clark, Inc. with a term ending September 30, 2025. In addition, to authorize the Mayor and City Clerk to sign the Agreement on behalf of the City.



REQUEST FOR PROPOSALS
2025 WATER / SEWER RATE & CONNECTION FEE STUDY

Sealed proposals endorsed “**2025 WATER / SEWER RATE & CONNECTION FEE STUDY**”, will be received at the Office of the City Clerk, 151 Martin Street, Birmingham, Michigan, 48009, until May 1, 2025 at 2:00pm, after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms for a Water and Sewer Rate and Connection Fee Study. This work must be performed in accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info>.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

Submitted to MITN:	April 14, 2025
Deadline for Submissions:	May 1, 2025 2:00pm
Contact Person:	Melissa A. Coatta, City Engineer P.O. Box 3001, 151 Martin Street Birmingham, MI 48012-3001 Phone: (248) 530-1839 Email: mcoatta@bhamgov.org



REQUEST FOR PROPOSALS
2025 WATER / SEWER RATE & CONNECTION FEE STUDY

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INTRODUCTION

For purposes of this request for proposals the City of Birmingham will hereby be referred to as “City” and the private firm will hereby be referred to as “Consultant.”

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to complete work for a **2025 WATER / SEWER RATE & CONNECTION FEE STUDY**. The City has approximately 100 miles of water main for approximately 21,434 residents, and has 9,156 water services. For sewer, the City has approximately 116 miles of sewer of both storm, sanitary, and combined. In the last three (3) years, the City had approximately 50 – 75 new home applications annually. Approximately 1 – 5 new commercial building applications are received annually. This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

During the evaluation process, the City reserves the right where it may serve the City’s best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by May 9, 2025. An Agreement for services will be required with the selected Consultant. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications for a Water and Sewer Rate and Connection Fee Study.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than April 24, 2025 2:00pm to:

City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, MI 48009

One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, “**2025 WATER / SEWER RATE & CONNECTION FEE STUDY**”. Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Consultant's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to: Melissa Coatta, City Engineer, (248) 530-1840, mcoatta@bhamgov.org, 151 Martin Street, Birmingham, MI 48009. Such request for clarification shall be delivered, in writing, no later than 5:00pm, Thursday April 24, 2025.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined.
2. Bidder background and personnel qualifications.
3. Related experience with similar projects.
4. Cost of services.
5. Timeline and schedule for completion.
6. References.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Consultant if the successful Consultant does not execute a contract within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Consultants.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. Termination can be with or without cause. Written notice to terminate the agreed contract will be provided. The City may terminate this RFP and Agreement at any point in the process upon notice to Consultant sufficient to indicate the City's desire to do so. In the case of such a stoppage of the contract once entered, the City agrees to pay Consultant for services rendered up to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Consultant and shall not be chargeable in any manner to the City.

6. Payment will usually be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
7. The Consultant will not exceed the timelines established for the completion of this project.
8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

CONSULTANT'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested for completion within this RFP.
 - a. Contract Executed (Attachment A – p. 11 – 17)
 - b. Bidder's Agreement (Attachment B - p. 18)
 - c. Cost Proposal (Attachment C - p. 19)
 - d. Agreement Iran Sanctions Act vendor certification form (Attachment D - p. 20).
2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 9).
4. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
5. Provide a list of sub-consultants and their qualifications, if applicable.
6. Provide three (3) client references from past projects, include current phone numbers.
7. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Consultant will be available according to the proposed timeline.

CITY RESPONSIBILITY

1. The City will provide a designated representative to work with the Consultant to coordinate both the City's and Consultant's efforts and to inspect and verify any work performed by the Consultant.
2. The City will provide access and documents concerning existing water and sewer rates and connection fee for the previous three (3) years.
3. Access and documents of the City's Capital Improvement program for the next five (5) years.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 18 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 11 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Consultant also agrees to provide all insurance coverages as specified. Upon failure of the Consultant to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandoned all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 10 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/ restrictions. Please refer to paragraph 16 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Consultant that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

PROJECT TIMELINE

The Consultant will not exceed the timelines established for the completion as described in the scope of work.

SCOPE OF WORK

1. Meet with City staff to discuss and understand the City's goals for the rate study and concerns regarding water and sewer rates.
2. Review current water and sewer rate model, existing rate methodology, and connection fees.
3. Review of historical water and sewer demand and billed customer use.
4. Review and analysis of water and sewer fund's financial history, such as audition reports.
5. Review of current year's water and sewer fund projection.
6. Review of future capital expenditures and capital improvement program, effects on proposed rates, and recommendation for funding.
7. Review of capital and operation reserves and projection of future requirements to meet replacement needs.
8. Analysis of existing rate structure for adequacy.
9. Analysis of base charge fee allocation.
10. Recommendation for alternative cost allocation rate methods.
11. Recommendation of rate structure/model that will provide for a completely self-supporting system.
12. Develop financial projection and impacts of any rate recommendations.
13. By project deadline, submit to the city staff project deliverables:
 - a. Final report and presentation to the city staff
 - b. Rate model in Excel or other city-approved format for City's next five (5) year period annual rate setting.
 - c. Recommendations for updating ordinances to water and sewer rates and billing, as needed, for implementation of recommendations.

The City's expectation is that the consultant will utilize the AWWA M1 manual and WEF M.O.P. #27 standards for utility rate making within Michigan as a guide. The recommended rate schedule should consider appropriate cash balances and be in compliance with EGLE recommendations, Michigan statutes, and case law, including the Bolt v Lansing decision. All recommendations must also comply with applicable Federal, State, and local accounting rules and best practices.

Deadline for Written Questions:	April 24, 2025 @ 5:00 pm
Deadline for RFP Submissions:	May 1, 2025 @2:00 pm
City Commissions Awards Contract:	June 9, 2025
Complete Study:	September 30, 2025

ATTACHMENT A - AGREEMENT

AGREEMENT OF THE 2025 WATER / SEWER RATE & CONNECTION FEE STUDY.

THIS AGREEMENT is entered into this _____ day of _____, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and _____, a _____ (Michigan _____), whose address is _____ (hereafter referred to as _____) and the foregoing shall collectively be referred to as the parties, and effective upon the date of the Mayor's signature.

WHEREAS, the City desires to contract services for Water / Sewer rate and Connection Fee study and has requested proposals for 2025 Water / Sewer Rate and Connection Fee Study; and

WHEREAS, consultant has qualifications that meet the project requirements and has provided a response and cost proposal to perform the 2025 Water / Sewer Rate and Connection Fee Study.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1 MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Proposal for 2025 Water / Sewer Rate and Connection Fee Study dated April 14, 2025, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A")

2 TERM: This Agreement shall be through September 30, 2025. The City shall have the right to unilaterally terminate this Agreement, with or without cause, on thirty (30) days written notice. In the event of termination, the Vendor shall receive compensation for services up to the date the termination takes effect and the City shall be entitled to retain and use the results of all services, goods and information prepared by the Vendor through such date.

3 TERMS OF PAYMENT: The consultant will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

4. GOOD MORAL CHARACTER: consultant shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. INSURANCE SUBMISSION REQUIREMENTS: The consultant has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the consultant throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of consultant acceptance of the terms of this Agreement.

6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The consultant acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The consultant recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the consultants agree to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The consultants shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The consultant further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. INDEPENDENT consultant: The consultant and the City agree that the consultant is acting as an independent consultant with respect to the consultant role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the consultant nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the consultant shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The consultant shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. COMPLIANCE WITH LAWS: consultant agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which consultant is subject, Consultant hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without

limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the consultant, either by offset to any amounts due and owing for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; consultant agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the consultant and any entity or person for whom the consultant is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the consultant including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

11. STANDARD INSURANCE REQUIREMENTS:

The consultant shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: consultant shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: consultant shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole

proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: consultant shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent consultant Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Consultant shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, consultant shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

F. Proof of Insurance Coverage: consultant shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;

- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

G. Maintaining Insurance: Upon failure of the Consultant to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12 WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Melissa A. Coatta, P.E. City Engineer

Consultant: _____

Attn: _____

13 AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

14 WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

15 COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of consultant agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the consultant

shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

16. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the consultant, the City shall have the right to terminate this Agreement without further liability to the consultant if the disqualification has not been removed within thirty (30) days after the City has given the consultant notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

17. FAILURE TO PERFORM. If consultant fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

18. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

19. RESPONSE TO REQUESTS FOR PROPOSALS: The consultant shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated _____, 2025 to the City's Request for Proposals dated May 1, 2025. In the event of a conflict in any of the terms of this Agreement and the consultant _____, 2025 response, the terms of this Agreement shall prevail. (Attached hereto as Attachment "B.")

20. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and consultant, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

_____(Consultant)

By: _____

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2025 before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

Notary Public

County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM:

By: _____

Therese Longe, Mayor

Dated: _____

By: _____

Alexandria D. Bingham, City Clerk

Dated: _____

APPROVED:

Jana L. Ecker, City Manager
(Approved as to substance)

Melissa A. Coatta, City Engineer
(Approved as to substance)

Mary M. Kucharek, City Attorney
(Approved as to form)

Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

ATTACHMENT B - BIDDER'S AGREEMENT
2025 WATER / SEWER RATE AND CONNECTION FEE STUDY

In submitting this proposal, as herein described, the Consultant agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

BID PREPARED BY (Print Name)	DATE
---	-------------

TITLE	DATE
--------------	-------------

AUTHORIZED SIGNATURE	E-MAIL ADDRESS
-----------------------------	-----------------------

COMPANY

ADDRESS	PHONE
----------------	--------------

NAME OF PARENT COMPANY	PHONE
-------------------------------	--------------

ADDRESS

ATTACHMENT C – COST PROPOSAL
For 2025 WATER / SEWER RATE & CONNECTION FEE STUDY

In order for the proposal to be considered valid, this form must be completed in its entirety. The fee for the Scope of Work as stated in the Request for Quote documents shall be determined pursuant to the fee schedule, as follows:

FEE QUOTE	
ITEM	BID AMOUNT
Water and Sewer Rate and Connect Fee Study	\$

Firm Name _____

Authorized signature _____ Date _____

**ATTACHEMNT D – IRAN SANCTIONS
2025 WATER / SEWER RATE & CONNECTION FEE STUDY**

**VENDOR CERTIFICATION
THAT IT IS NOT AN “IRAN
LINKED BUSINESS”**

Pursuant to Michigan law, (*the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.*), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an “IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	
Street Address	
City	
State, Zip	
Corporate I.D. Number / State	
Taxpayer I.D. #	

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an “IRAN LINKED BUSINESS” as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the County of Oakland.

Signature of Vendor’s
Authorized Agent: _____

Printed Name of Vendor’s
Authorized Agent: _____

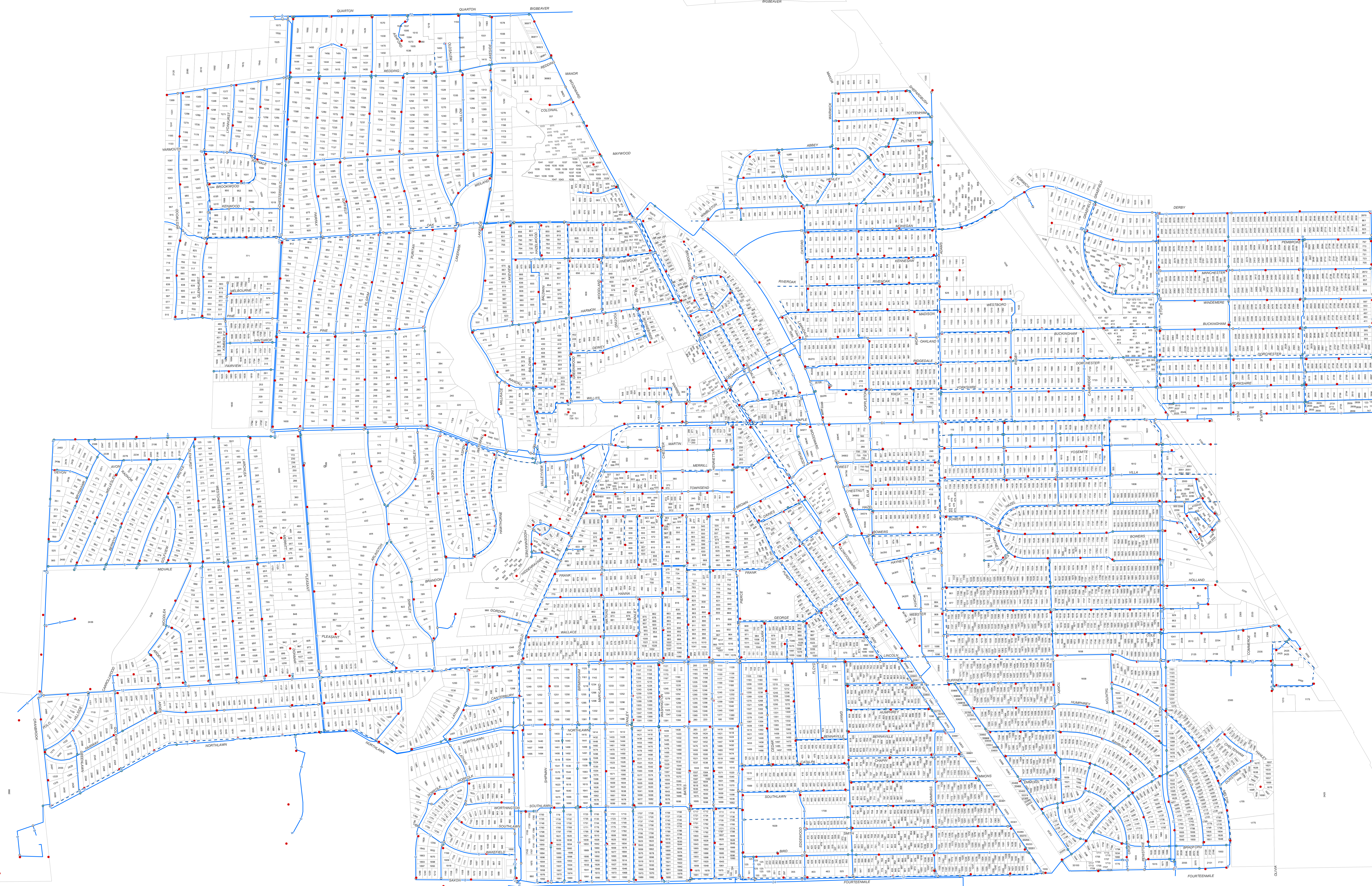
Witness Signature: _____

Printed Name of Witness: _____

ATTACHMENT E – WATER SYSTEM MAP

Legend

- Water Hydrant
- Water Gate Valve
- Water D-Box
- Water Main
- - - Abandoned Water Main



SHEET TITLE:
Water System

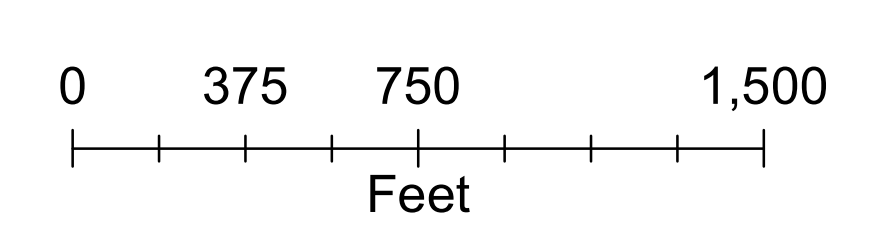
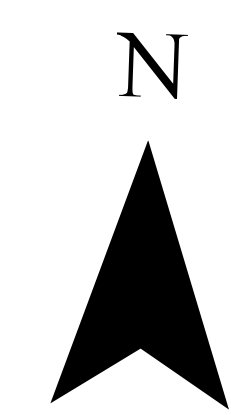
PROJECT TITLE:
2021 Engineering Services

HRC JOB NO.
20210098

PAGE:
1

DATE:
2/9/2021

AUTHOR:
bmcelroy



Disclaimer: This plan is being provided for information only, and the utilities and property lines shown are based on reference documents. The Applicant is responsible for verifying all information pertinent to the design of their project. HRC does not guarantee or certify that all the information on this plan is correct.



REQUEST FOR PROPOSALS
2025 WATER / SEWER RATE & CONNECTION FEE STUDY

Sealed proposals endorsed “**2025 WATER / SEWER RATE & CONNECTION FEE STUDY**”, will be received at the Office of the City Clerk, 151 Martin Street, Birmingham, Michigan, 48009, until May 1, 2025 at 2:00pm, after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms for a Water and Sewer Rate and Connection Fee Study. This work must be performed in accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info>.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

Submitted to MITN:	April 14, 2025
Deadline for Submissions:	May 1, 2025 2:00pm
Contact Person:	Melissa A. Coatta, City Engineer P.O. Box 3001, 151 Martin Street Birmingham, MI 48012-3001 Phone: (248) 530-1839 Email: mcoatta@bhamgov.org



REQUEST FOR PROPOSALS
2025 WATER / SEWER RATE & CONNECTION FEE STUDY

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INTRODUCTION

For purposes of this request for proposals the City of Birmingham will hereby be referred to as “City” and the private firm will hereby be referred to as “Consultant.”

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to complete work for a **2025 WATER / SEWER RATE & CONNECTION FEE STUDY**. The City has approximately 100 miles of water main for approximately 21,434 residents, and has 9,156 water services. For sewer, the City has approximately 116 miles of sewer of both storm, sanitary, and combined. In the last three (3) years, the City had approximately 50 – 75 new home applications annually. Approximately 1 – 5 new commercial building applications are received annually. This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

During the evaluation process, the City reserves the right where it may serve the City’s best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by May 9, 2025. An Agreement for services will be required with the selected Consultant. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications for a Water and Sewer Rate and Connection Fee Study.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than May 1, 2025 2:00pm to:

City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, MI 48009

One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, “**2025 WATER / SEWER RATE & CONNECTION FEE STUDY**”. Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Consultant's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to: Melissa Coatta, City Engineer, (248) 530-1840, mcoatta@bhamgov.org, 151 Martin Street, Birmingham, MI 48009. Such request for clarification shall be delivered, in writing, no later than 5:00pm, Thursday April 24, 2025.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined.
2. Bidder background and personnel qualifications.
3. Related experience with similar projects.
4. Cost of services.
5. Timeline and schedule for completion.
6. References.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Consultant if the successful Consultant does not execute a contract within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Consultants.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. Termination can be with or without cause. Written notice to terminate the agreed contract will be provided. The City may terminate this RFP and Agreement at any point in the process upon notice to Consultant sufficient to indicate the City's desire to do so. In the case of such a stoppage of the contract once entered, the City agrees to pay Consultant for services rendered up to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Consultant and shall not be chargeable in any manner to the City.

6. Payment will usually be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
7. The Consultant will not exceed the timelines established for the completion of this project.
8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

CONSULTANT'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested for completion within this RFP.
 - a. Contract Executed (Attachment A – p. 11 – 17)
 - b. Bidder's Agreement (Attachment B - p. 18)
 - c. Cost Proposal (Attachment C - p. 19)
 - d. Agreement Iran Sanctions Act vendor certification form (Attachment D - p. 20).
2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 9).
4. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
5. Provide a list of sub-consultants and their qualifications, if applicable.
6. Provide three (3) client references from past projects, include current phone numbers.
7. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Consultant will be available according to the proposed timeline.

CITY RESPONSIBILITY

1. The City will provide a designated representative to work with the Consultant to coordinate both the City's and Consultant's efforts and to inspect and verify any work performed by the Consultant.
2. The City will provide access and documents concerning existing water and sewer rates and connection fee for the previous three (3) years.
3. Access and documents of the City's Capital Improvement program for the next five (5) years.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 18 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 11 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Consultant also agrees to provide all insurance coverages as specified. Upon failure of the Consultant to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandoned all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 10 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/ restrictions. Please refer to paragraph 16 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Consultant that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

PROJECT TIMELINE

The Consultant will not exceed the timelines established for the completion as described in the scope of work.

SCOPE OF WORK

1. Meet with City staff to discuss and understand the City's goals for the rate study and concerns regarding water and sewer rates.
2. Review current water and sewer rate model, existing rate methodology, and connection fees.
3. Review of historical water and sewer demand and billed customer use.
4. Review and analysis of water and sewer fund's financial history, such as audition reports.
5. Review of current year's water and sewer fund projection.
6. Review of future capital expenditures and capital improvement program, effects on proposed rates, and recommendation for funding.
7. Review of capital and operation reserves and projection of future requirements to meet replacement needs.
8. Analysis of existing rate structure for adequacy.
9. Analysis of base charge fee allocation.
10. Recommendation for alternative cost allocation rate methods.
11. Recommendation of rate structure/model that will provide for a completely self-supporting system.
12. Develop financial projection and impacts of any rate recommendations.
13. By project deadline, submit to the city staff project deliverables:
 - a. Final report and presentation to the city staff
 - b. Rate model in Excel or other city-approved format for City's next five (5) year period annual rate setting.
 - c. Recommendations for updating ordinances to water and sewer rates and billing, as needed, for implementation of recommendations.

The City's expectation is that the consultant will utilize the AWWA M1 manual and WEF M.O.P. #27 standards for utility rate making within Michigan as a guide. The recommended rate schedule should consider appropriate cash balances and be in compliance with EGLE recommendations, Michigan statutes, and case law, including the Bolt v Lansing decision. All recommendations must also comply with applicable Federal, State, and local accounting rules and best practices.

Deadline for Written Questions:	April 24, 2025 @ 5:00 pm
Deadline for RFP Submissions:	May 1, 2025 @2:00 pm
City Commissions Awards Contract:	June 9, 2025
Complete Study:	September 30, 2025

ATTACHMENT A - AGREEMENT

AGREEMENT OF THE 2025 WATER / SEWER RATE & CONNECTION FEE STUDY.

THIS AGREEMENT is entered into this _____ day of _____, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and _____, a _____ (Michigan _____), whose address is _____ (hereafter referred to as _____) and the foregoing shall collectively be referred to as the parties, and effective upon the date of the Mayor's signature.

WHEREAS, the City desires to contract services for Water / Sewer rate and Connection Fee study and has requested proposals for 2025 Water / Sewer Rate and Connection Fee Study; and

WHEREAS, consultant has qualifications that meet the project requirements and has provided a response and cost proposal to perform the 2025 Water / Sewer Rate and Connection Fee Study.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

- 1 MUTUALLY AGREE:** It is mutually agreed by and between the parties that the City's Request for Proposal for 2025 Water / Sewer Rate and Connection Fee Study dated April 14, 2025, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A")
- 2 TERM:** This Agreement shall be through September 30, 2025. The City shall have the right to unilaterally terminate this Agreement, with or without cause, on thirty (30) days written notice. In the event of termination, the Vendor shall receive compensation for services up to the date the termination takes effect and the City shall be entitled to retain and use the results of all services, goods and information prepared by the Vendor through such date.
- 3 TERMS OF PAYMENT:** The consultant will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

4. GOOD MORAL CHARACTER: consultant shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. INSURANCE SUBMISSION REQUIREMENTS: The consultant has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the consultant throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of consultant acceptance of the terms of this Agreement.

6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The consultant acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The consultant recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the consultants agree to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The consultants shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The consultant further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. INDEPENDENT consultant: The consultant and the City agree that the consultant is acting as an independent consultant with respect to the consultant role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the consultant nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the consultant shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The consultant shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. COMPLIANCE WITH LAWS: consultant agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which consultant is subject, Consultant hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without

limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the consultant, either by offset to any amounts due and owing for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; consultant agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the consultant and any entity or person for whom the consultant is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the consultant including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

11. STANDARD INSURANCE REQUIREMENTS:

The consultant shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: consultant shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: consultant shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole

proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: consultant shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent consultant Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Consultant shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, consultant shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

F. Proof of Insurance Coverage: consultant shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;

- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

G. Maintaining Insurance: Upon failure of the Consultant to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12 WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Melissa A. Coatta, P.E. City Engineer

Consultant: _____

Attn: _____

13 AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

14 WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

15 COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of consultant agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the consultant

shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

16. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the consultant, the City shall have the right to terminate this Agreement without further liability to the consultant if the disqualification has not been removed within thirty (30) days after the City has given the consultant notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

17. FAILURE TO PERFORM. If consultant fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

18. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

19. RESPONSE TO REQUESTS FOR PROPOSALS: The consultant shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated _____, 2025 to the City's Request for Proposals dated May 1, 2025. In the event of a conflict in any of the terms of this Agreement and the consultant _____, 2025 response, the terms of this Agreement shall prevail. (Attached hereto as Attachment "B.")

20. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and consultant, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

_____(Consultant)

By: _____
Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2025 before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

Notary Public

County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor
Dated: _____

By: _____
Alexandria D. Bingham, City Clerk
Dated: _____

APPROVED:

Jana L. Ecker, City Manager
(Approved as to substance)

Melissa A. Coatta, City Engineer
(Approved as to substance)

Mary M. Kucharek, City Attorney
(Approved as to form)

Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

ATTACHMENT B - BIDDER'S AGREEMENT
2025 WATER / SEWER RATE AND CONNECTION FEE STUDY

In submitting this proposal, as herein described, the Consultant agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

BID PREPARED BY (Print Name)	DATE
---	-------------

TITLE	DATE
--------------	-------------

AUTHORIZED SIGNATURE	E-MAIL ADDRESS
-----------------------------	-----------------------

COMPANY

ADDRESS	PHONE
----------------	--------------

NAME OF PARENT COMPANY	PHONE
-------------------------------	--------------

ADDRESS

ATTACHMENT C – COST PROPOSAL
For 2025 WATER / SEWER RATE & CONNECTION FEE STUDY

In order for the proposal to be considered valid, this form must be completed in its entirety. The fee for the Scope of Work as stated in the Request for Quote documents shall be determined pursuant to the fee schedule, as follows:

FEE QUOTE	
ITEM	BID AMOUNT
Water and Sewer Rate and Connect Fee Study	\$

Firm Name _____

Authorized signature _____ Date _____

**ATTACHEMNT D – IRAN SANCTIONS
2025 WATER / SEWER RATE & CONNECTION FEE STUDY**

**VENDOR CERTIFICATION
THAT IT IS NOT AN “IRAN
LINKED BUSINESS”**

Pursuant to Michigan law, (*the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.*), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an “IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	
Street Address	
City	
State, Zip	
Corporate I.D. Number / State	
Taxpayer I.D. #	

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an “IRAN LINKED BUSINESS” as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the County of Oakland.

Signature of Vendor's
Authorized Agent:

Printed Name of Vendor's
Authorized Agent:

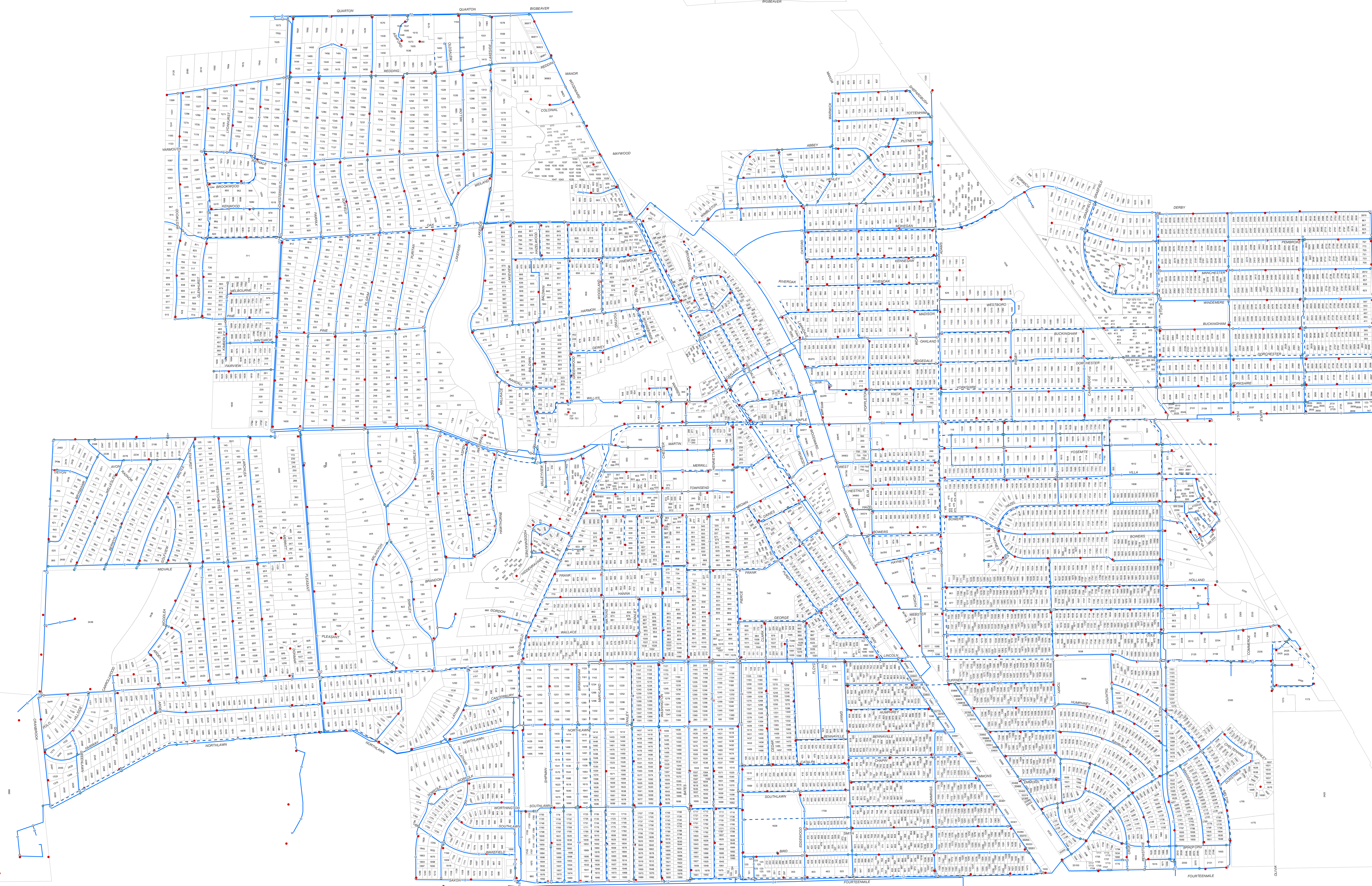
Witness Signature:

Printed Name of Witness:

ATTACHMENT E – WATER SYSTEM MAP

Legend

- Water Hydrant
- Water Gate Valve
- Water D-Box
- Water Main
- - - Abandoned Water Main



SHEET TITLE:
Water System

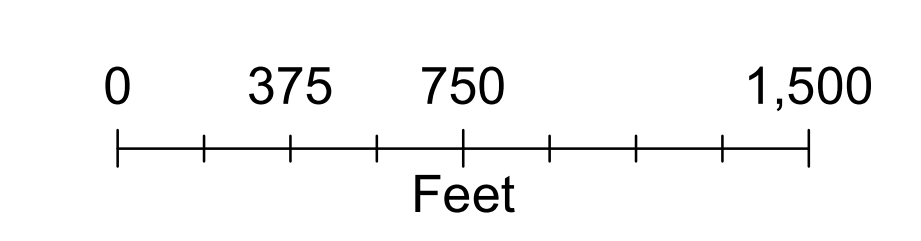
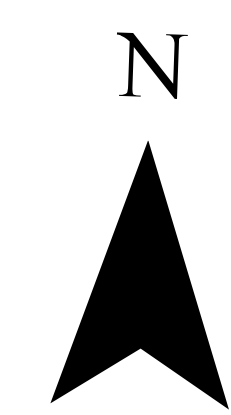
PROJECT TITLE:
2021 Engineering Services

HRC JOB NO.
20210098

PAGE:
1

DATE:
2/9/2021

AUTHOR:
bmcelroy



Disclaimer: This plan is being provided for information only, and the utilities and property lines shown are based on reference documents. The Applicant is responsible for verifying all information pertinent to the design of their project. HRC does not guarantee or certify that all the information on this plan is correct.



ADDENDUM NO. 2
REQUEST FOR PROPOSALS
2025 WATER AND SEWER RATE AND CONNECTION FEE STUDY

April 24, 2024

In response to inquiries on the above Request for Proposal, the following clarifications are provided to assist with the preparation of the quote:

1. Page 6 of the RFP under Consultant's Responsibilities requests we include an executed contract (Attachment A - p. 11-17) with our submission. Are we allowed to include suggested modifications/exceptions to the contract language in lieu of an executed agreement, assuming contract negotiations will begin with the selected consultant upon award?

Response: The assumption in your question is inaccurate. Contract negotiations do not occur. The City provides the agreement we expect the consultant to enter, and an RFP response will become an attachment and part of the agreement. We see this as a part of the competitive bidding process. Anyone may choose to submit what they deem appropriate for their response. However, please read the RFP closely so that the RFP response is deemed responsive in nature.

2. Do we need to include the need or possibility of going out for bonds for improvements as part of the costs for this RFP?

Response: This RFP does not need to include going out for bonds as part of this RFP.

Sincerely,

Melissa A. Coatta, P.E.
City Engineer



WATER AND SEWER RATE AND CONNECTION FEE STUDY FEE QUOTE SCHEDULE SUMMARY		
Item	Hubbell, Roth & Clark, Inc.	Metro Consultanting Group
Proposal	\$49,060	\$46,000

AGREEMENT OF THE 2025 WATER / SEWER RATE & CONNECTION FEE STUDY.

THIS AGREEMENT is entered into this _____ day of _____, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Hubbell, Roth & Clark, Inc., a _____ (Michigan Corporation), whose address is 555 Hulet Drive, Bloomfield Hills, MI 48302 (hereafter referred to as Consultant) and the foregoing shall collectively be referred to as the parties, and effective upon the date of the Mayor's signature.

WHEREAS, the City desires to contract services for Water / Sewer rate and Connection Fee study and has requested proposals for 2025 Water / Sewer Rate and Connection Fee Study; and

WHEREAS, consultant has qualifications that meet the project requirements and has provided a response and cost proposal to perform the 2025 Water / Sewer Rate and Connection Fee Study.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1 MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Proposal for 2025 Water / Sewer Rate and Connection Fee Study dated April 14, 2025, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A")

2 TERM: This Agreement shall be through September 30, 2025. The City shall have the right to unilaterally terminate this Agreement, with or without cause, on thirty (30) days written notice. In the event of termination, the Vendor shall receive compensation for services up to the date the termination takes effect and the City shall be entitled to retain and use the results of all services, goods and information prepared by the Vendor through such date.

3 TERMS OF PAYMENT: The consultant will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

4. GOOD MORAL CHARACTER: consultant shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. INSURANCE SUBMISSION REQUIREMENTS: The consultant has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the consultant throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of consultant acceptance of the terms of this Agreement.

6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The consultant acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The consultant recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the consultants agree to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The consultants shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The consultant further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. INDEPENDENT consultant: The consultant and the City agree that the consultant is acting as an independent consultant with respect to the consultant role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the consultant nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the consultant shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The consultant shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. COMPLIANCE WITH LAWS: consultant agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which consultant is subject, Consultant hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without

limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the consultant, either by offset to any amounts due and owing for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; consultant agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the consultant and any entity or person for whom the consultant is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the consultant including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

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For Non-Sole Proprietorships: consultant shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: consultant shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole

proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: consultant shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent consultant Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

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- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

G. Maintaining Insurance: Upon failure of the Consultant to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12 WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Melissa A. Coatta, P.E. City Engineer

Consultant: Hubbell, Roth & Clark, Inc.
555 Hulet Drive
Bloomfield Hills, MI 48302

Attn: Michael C. MacDonald, PE, Vice President

13 AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

14 WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

15 COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of consultant agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the consultant

shall not constitute a part of this Agreement. The term “agreement” as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

16. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the consultant, the City shall have the right to terminate this Agreement without further liability to the consultant if the disqualification has not been removed within thirty (30) days after the City has given the consultant notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

17. FAILURE TO PERFORM. If consultant fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

18. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party’s claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator’s and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

19. RESPONSE TO REQUESTS FOR PROPOSALS: The consultant shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated May 1 , 2025 to the City’s Request for Proposals dated May 1, 2025. In the event of a conflict in any of the terms of this Agreement and the consultant May 1 , 2025 response, the terms of this Agreement shall prevail. (Attached hereto as Attachment “B.”)

20. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and consultant, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Hubbell, Roth & Clark, Inc. (Consultant)
By: Michael MacDonald
Its: Vice President/Secretary

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 1st day of May, 2025 before me personally appeared Michael MacDonald, who acknowledged that with authority on behalf of Hubbell, Roth & Clark, Inc do so he/she signed this Agreement.

Katherine Trandell
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 9/27/2030



CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor
Dated: _____

By: _____
Alexandria D. Bingham, City Clerk
Dated: _____

APPROVED:

Jana L. Ecker
Jana L. Ecker, City Manager
(Approved as to substance)

Melissa A. Coatta
Melissa A. Coatta, City Engineer
(Approved as to substance)

Mary M. Kucharek
Mary M. Kucharek, City Attorney
(Approved as to form)
Michael C. Gibbons

Mark A. Gerber
Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)
Mary J. Chavez



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/03/2025

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

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

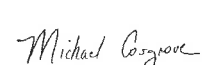
PRODUCER Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861	CONTACT NAME: Certs@pciaonline.com PHONE (A/C, No, Ext): (800) 969-4041 FAX (A/C, No): (800) 969-4081 E-MAIL ADDRESS: Certs@pciaonline.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>THE PHOENIX INSURANCE COMPANY</td> <td>25623</td> </tr> <tr> <td>INSURER B :</td> <td>THE STANDARD FIRE INSURANCE COMPANY</td> <td>19070</td> </tr> <tr> <td>INSURER C :</td> <td>TRAVELERS PROPERTY CASUALTY CO. OF AMERIC</td> <td>25674</td> </tr> <tr> <td>INSURER D :</td> <td>XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORING COVERAGE		NAIC #	INSURER A :	THE PHOENIX INSURANCE COMPANY	25623	INSURER B :	THE STANDARD FIRE INSURANCE COMPANY	19070	INSURER C :	TRAVELERS PROPERTY CASUALTY CO. OF AMERIC	25674	INSURER D :	XL Specialty Insurance Company	37885	INSURER E :			INSURER F :	
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INSURER F :																					
INSURED Hubbell Roth & Clark Inc, 555 Hulet Dr Bloomfield Hills MI 48302-0360																					

COVERAGES **CERTIFICATE NUMBER:** 24-25 All **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	6808W1614212447	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	BA8W1770252447	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired & Non-Owned \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEO <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8W2461032447	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB8W2248912447	06/30/2024	06/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Pollution Liability			DPR5030348	07/01/2024	07/01/2025	Per Claim 5,000,000 Ann Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are considered additional insured's with respects to general and auto liability coverages as long as required within a written contract. Coverage is considered primary and non-contributory on the general liability coverage.

CERTIFICATE HOLDER City of Birmingham 151 Martin Street Birmingham MI 48303	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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REQUEST FOR PROPOSAL

2025 WATER/SEWER RATE AND CONNECTION FEE STUDY

CITY OF BIRMINGHAM

SUBMITTED TO:

City of Birmingham
Attn: Melissa Coatta, PE
City Engineer
151 Martin Street
Birmingham, MI 48012

PREPARED BY:

Hubbell, Roth & Clark, Inc.
Michael MacDonald
(248) 454-6346
mmacdonald@hrcengr.com

555 Hulet Drive
Bloomfield Hills, MI 48302

Due: May 1, 2025
By 2:00 PM





555 Hulet Drive
Bloomfield Hills, MI 48302
248-454-6300
www.hrcengr.com



May 1, 2025

City of Birmingham
Attention: City Clerk
151 Martin Street
Birmingham, MI 48012-3001

Attn: Melissa Coatta, PE, City Engineer

Re: 2025 Water/Sewer Rate and Connection Fee Study

HRC Job No. 20250321

Dear Ms. Coatta:

Hubbell, Roth & Clark, Inc. (HRC) is pleased to submit this proposal for professional consulting services to provide recommendations for rate adjustments for fiscally sustainable water, wastewater, and utility systems. Our study will identify the level of revenue needed for each utility over the planning period and will evaluate and recommend charges for new customers connecting to the water and wastewater systems, including revenue needed to embark on a capital improvement program.

Not stated in the RFP, but an important factor in considering connection charges and rate increases is the current (but diminishing) climate of litigation over utility fees in our region. Utility owners need to set rates to cover their cost of service, but now need to critique their rate systems through the lens of these litigations and subsequent decisions made by the courts. HRC has experience delivering a product that will meet these goals. Our staff brings a unique perspective and understanding of this assignment by bridging engineering knowledge of these utilities to the financial modeling knowledge needed to support the desired outcomes.

HRC is a multidisciplinary, full-service engineering and environmental firm with a strong focus on serving municipal clients throughout Michigan. HRC has recently performed numerous water and sewer rate and fee studies, as well as ordinance reviews for dozens of local communities. The members of HRC's Team have also lectured at the Institute of Public Utilities Annual Regulatory training at Michigan State University and were expert witnesses in several rate-related cases.

Our Team has substantial resources to deliver this project but proposes a small team to address the City's needs. The Team qualifications are included as requested.

If you have any questions or require additional information, please contact me directly. Thank you again for the opportunity to submit this proposal.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Michael C. MacDonald, PE
Vice President
(248) 454-6346
mmacdonald@hrcengr.com

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SECTION 1 – FORMS

ATTACHMENT B - BIDDER'S AGREEMENT 2025 WATER / SEWER RATE AND CONNECTION FEE STUDY

In submitting this proposal, as herein described, the Consultant agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Michael C. MacDonald, PE
BID PREPARED BY
(Print Name)

May 1, 2025
DATE

Vice President/Partner
TITLE

May 1, 2025
DATE


AUTHORIZED SIGNATURE

mamacdonald@hrcengr.com
E-MAIL ADDRESS

Hubbell, Roth & Clark, Inc.
COMPANY

555 Hulet Drive, Bloomfield Hills, MI 48302
ADDRESS

(248) 454-6346
PHONE

Hubbell, Roth & Clark, Inc.
NAME OF PARENT COMPANY

(248) 454-6300
PHONE


555 Hulet Drive, Bloomfield Hills, MI 48302
ADDRESS

**ATTACHMENT C – COST PROPOSAL
For 2025 WATER / SEWER RATE & CONNECTION FEE STUDY**

In order for the proposal to be considered valid, this form must be completed in its entirety. The fee for the Scope of Work as stated in the Request for Quote documents shall be determined pursuant to the fee schedule, as follows:

FEE QUOTE	
ITEM	BID AMOUNT
Water and Sewer Rate and Connect Fee Study	\$ 49,060.00

Firm Name Hubbell, Roth & Clark, Inc.

Authorized signature  Date May 1, 2025

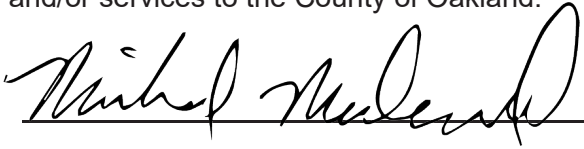
**ATTACHEMNT D – IRAN SANCTIONS
2025 WATER / SEWER RATE & CONNECTION FEE STUDY**

**VENDOR CERTIFICATION
THAT IT IS NOT AN “IRAN
LINKED BUSINESS”**


Pursuant to Michigan law, (*the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.*), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an “IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	Hubbell, Roth & Clark, Inc.
Street Address	555 Hulet Drive
City	Bloomfield Hills
State, Zip	MI 48302
Corporate I.D. Number / State	800079203
Taxpayer I.D. #	38-0668370

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an “IRAN LINKED BUSINESS” as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the County of Oakland.

Signature of Vendor's Authorized Agent: 

Printed Name of Vendor's Authorized Agent: Michael C. MacDonald, PE

Witness Signature: 

Printed Name of Witness: Sara E. Smith

SECTION 2 – WORK HISTORY

HRC has enjoyed a very successful record with long-term clients, which reflects the level of service we strive to provide every day. Per the Request for Proposal (RFP), we have provided a sampling of our work experience with similar projects and identified client references. We invite you to contact our references to learn more about HRC and the staff members proposed in this submittal.

FIRM/AGENCY ADDRESS	REFERENCE/CONTACT PERSON	PROJECT INFORMATION
Pentland Township 15474 M-28 Newberry, MI 49868	Attorney Craig A. Rolfe Craig A. Rolfe, PLLC 328 W. Prairie Street, Vicksburg, MI 49097 (269) 475-8080	<ul style="list-style-type: none"> Prepared reports and prepped legal counsel; on rate items including cost of service, firm/usage trend, Capital Improvement Plan (CIP) funding, and treatment costs. Provided deposition. Analyzed decades of agreements and decisions related to the cost savings agreement between the Village of Newberry and Pentland Township related to sanitary sewer collections and treatment.
Charter Township of Chesterfield 47275 Sugarbush Road Chesterfield, MI 48047	Bradley A. Kersten Township Supervisor (586) 649-6401 bkersten@chesterfieldtwp.org	<ul style="list-style-type: none"> Investigated connection fees in the area and made recommendations for a new connection fee, including ordinance modification. Switched fee schedule from Residential Equivalent Units (REU) to Meter Equivalent Units (MEU) basis. Reviewed and updated utility ordinances and details. Facilitated evaluation of litigation potential.
City of Bloomfield Hills 45 East Long Lake Road Bloomfield Hills, MI 48304	David Hendrickson City Manager (248) 644-1520 dhendrickson@bloomfieldhillsmi.net	<ul style="list-style-type: none"> Performed an annual rate and fee structure review. Investigated connection fees in the area and made recommendations for a new connection fee including ordinance modification. Switched fee schedule from Residential Equivalent Units (REU) to Meter Equivalent Units (MEU) basis. Reviewed and updated utility ordinances and details. Performed SAW Asset Management Plan Rate Sufficiency Study. Facilitated evaluation of litigation potential Evaluated and addressed the DWSD/GLWA model water contract rate and ordinance impacts.
Delhi Charter Township 1492 Aurelius Road Holt, MI 48842	Sandra Diorka Director of Public Services (517) 699-3874 Sandra.diorka@delhitownship.com	<ul style="list-style-type: none"> Studied and reviewed the existing fee schedule for sanitary connection fees. Reviewed and updated sanitary sewer ordinances and details. Assisted with SAW Asset Management Plan Rate Sufficiency Study.
Bloomfield Township 4200 Telegraph Road Bloomfield Hills, MI 48302	Client contacts no longer with these communities.	<ul style="list-style-type: none"> Studied and reviewed the existing fee schedule for water and sewer connection fees. Proposed alternatives for fee schedules. Studied change to Meter Equivalent Units (MEU) basis. Assisted with early litigation assistance Evaluated and addressed the DWSD/GLWA model water contract rate and rdinance impacts.
Muskegon Heights Township of Jamestown	Client contacts no longer with these communities.	<ul style="list-style-type: none"> Reviewed current financial models related to cost of service, wholesale rate establishment, and related engineering/ financial matters for litigation between our client, Muskegon Heights, and several wholesale water customers. Evaluated sewer system expansion costs, including connection fees.
City of Birmingham 151 Martin Street Birmingham, MI 48009	Jana Ecker City Manager Melissa Coatta, PE City Engineer	<ul style="list-style-type: none"> Development of new storm water utility fee structure for the City's water and sewer rates to account for storm flows within the City's combined sewer system.

FIRM/AGENCY ADDRESS	REFERENCE/CONTACT PERSON	PROJECT INFORMATION
DWSD/GLWA Water Model Contract Rate Analysis <ul style="list-style-type: none"> • Sterling Heights • Utica • Romeo • Grosse Pointe Shores • Sylvan Lake • Keego Harbor • Wixom • Rochester • Farmington Hills • Bloomfield Hills • Bloomfield Township • Ferndale 	Various Contacts	<ul style="list-style-type: none"> • In various capacities from a full financial analysis and rate structure modification (Rochester) to a simple analysis of rate impacts (Sterling Heights), HRC reviewed the financial, ordinance, and operational impacts of executing the proposed water model contract with DWSD (GLWA). • HRC was instrumental in several contract changes that benefited the whole service area. • We continue to work with our clients on the renewal of the contract factors with GLWA, and the potential financial impacts of the annual rate increases. • HRC evaluated and recommended numerous rate structure changes to our clients. Specifically, collecting a fixed charge that aligns local revenue collection with GLWA fixed fee charges to lower rate and cash flow volatility. This change resulted in several communities establishing the means of collecting a fixed fee, including a per customer, REU, MEU, administrative, or other type of line item fees.



SECTION 3 – WORK APPROACH

SCOPE INTRODUCTION

The City of Birmingham is accepting sealed bid proposals from qualified professional firms to complete work for a 2025 Water/Sewer Rate and Connection Fee Study. The City has approximately 100 miles of water main for approximately 21,434 residents, and has 9,156 water services. For sewer, the City has approximately 116 miles of sewer of storm, sanitary, and combined. In the last three years, the City had approximately 50–75 new home applications annually. Approximately 1–5 new commercial building applications are received annually. This work will be performed as specified in accordance with the specifications outlined by the Scope of Work contained in the Request for Proposals (RFP).

HRC will utilize the AWWA M1 manual and WEF M.O.P. #27 standards for utility rate making within Michigan as a guide. The recommended rate schedule will consider appropriate cash balances and be in compliance with EGLE recommendations, Michigan statutes, and case law, including the Bolt v Lansing decision. All recommendations will comply with applicable Federal, State, and local accounting rules and best practices.

SCOPE OF WORK – CITY SCOPE ITEMS

1. Meet with City staff to discuss and understand the City's goals for the rate study and concerns regarding water and sewer rates.
2. Review current water and sewer rate model, existing rate methodology, and connection fees.
3. Review of historical water and sewer demand and billed customer use.
4. Review and analysis of water and sewer fund's financial history, such as audit reports.
5. Review of current year's water and sewer fund projection.
6. Review of future capital expenditures and capital improvement program, effects on proposed rates, and recommendation for funding.
7. Review of capital and operational reserves and projection of future requirements to meet replacement needs.
8. Analysis of existing rate structure for adequacy.
9. Analysis of base charge fee allocation.
10. Recommendation for alternative cost allocation rate methods.
11. Recommendation of rate structure/model that will provide for a completely self-supporting system.
12. Develop financial projection and impacts of any rate recommendations.
13. By project deadline, submit to the City staff project deliverables:
 - a. Final report and presentation to the City staff.
 - b. Rate model in Excel or other City-approved format for City's next five-year period annual rate setting.
 - c. Recommendations for updating ordinances to water and sewer rates and billing, as needed, for implementation of recommendations.

RATE DESIGN

Simplified Cost Allocation for Water/Sewer

Existing Cost of Service



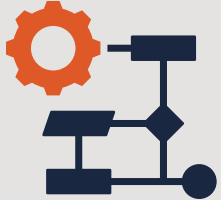
- What are the costs?
- Verify cost categories.
- Map existing rates and fees to cost function.



Proposed Cost of Service (Budget)

- What should costs be?
- What are cost categories?



		 GUIDING PRINCIPLE	 INFORMING DISCIPLINE	 FUNCTIONAL TASK
STEP 1	REVENUE REQUIREMENTS	Cost-based pricing	Finance and Accounting	Determine total cost of service (budget) for rate years(s) based on test data.
STEP 2	COST ALLOCATION	Nondiscriminatory pricing	Engineering and Economics	Link costs to customer usage based on varying contributions to system load.
STEP 3	RATE DESIGN	Just and reasonable pricing	Economics, Law, and Policy	Construct revenue-neutral rates and charges to recover costs.

WORK PLAN TASKS

TASK 1 – HISTORICAL DATA COLLECTION

Provide initial data request to the City and conduct kickoff meeting with City Staff.

Our Team will make an initial data request of the City including any supporting documents, agreements, or data on the systems. This data request will be prepared following a review of the City's documents HRC has in our records from past and current projects completed for the City. Our Team are data hounds; the more information we can get, the better. We prefer all data provided in a format that we can use and not transfer it into Excel or other software but understand some of that effort may be required.

We would like to have this information two weeks or longer before the kickoff meeting so we can review, analyze, and identify any data gaps or questions to ensure our kickoff meeting is efficient.

The HRC Team will generate a meeting agenda, attend, and facilitate a kickoff meeting, and provide meeting minutes for a meeting with the City stakeholder group. This meeting will focus on the tasks, schedule, open communication lines, and project details.



DELIVERABLES

- Memo or email on any perceived data gaps
- Meeting agenda and minutes
- One in-person meeting
- Refined project schedule

CITY SCOPE ITEM ADDRESSED

1. Meet with City staff to discuss and understand the City's goals for the rate study and concerns regarding water and sewer rates.

TASK 2 – COST OF SERVICE REQUIREMENT DETERMINATION

HRC shall take into consideration in recommending rates: fund balance requirements, planned and existing debt service, debt coverage, capital improvement projects, personnel and equipment costs, billing costs, as well as regulatory compliance changes and costs for each of the utilities.

The HRC Team will evaluate the utility rate structures for the City of Birmingham making a note of nomenclature, categories, and the relationships between revenue and expenses. Specifically, we will review how the current rates relate to cost recovery. We will develop a full Cost of Service analysis for each utility for all costs associated with providing service in the past. We will then meet with City staff to review the systems' components, cost allocations, capital projects, and asset management programs. We envision this task to be a one half-day workshop-style meeting. We will provide an agenda, questions, and discussion topics for distribution before the workshop and document the discussion in a technical memo and spreadsheet.

It is very important to note that we will be relying on the City to provide the data listed in the RFP for the study period and beyond or to confirm that documents in our files are current. We will review, question, and challenge it as needed but updating or revising the support documentation is not included in this scope.



DELIVERABLES

- Technical memo of findings
- One virtual meeting
- One in-person meeting

CITY SCOPE ITEMS ADDRESSED

2. Review current water and sewer rate model, existing rate methodology, and connection fees.
4. Review and analysis of water and sewer fund's financial history, such as audition reports.
5. Review of current year's water and sewer fund projection.
6. Review of future capital expenditures and capital improvement program, effects on proposed rates, and recommendation for funding.
7. Review of capital and operation reserves and projection of future requirements to meet replacement needs.

TASK 3 – CONSUMPTION DETERMINATION

HRC shall develop a realistic water consumption, combined sewer, and wastewater treatment and stormwater utility forecast that the proposed rate structure will cover. Items to be considered in consumption determination will include historical data, economic data, and water loss.

Our Team will review both the usage pattern and new customer data for the City and compare that to industry and economic forecasts. We will discuss upcoming housing and redevelopment planned for the City with staff. From this information, we will generate consumption trend lines to put into the model. Once we settle on a projection, we will test the sufficient revenue generation for consumption and connections using an agreed upon possible lower or higher deviation.



DELIVERABLES

- Technical memo of findings
- One virtual meeting

CITY SCOPE ITEMS ADDRESSED

3. Review of historical water, combined sewer, and stormwater demand and billed customer use.
8. Analysis of existing rate structure for adequacy.

TASK 4 – RECOMMENDED RATE STRUCTURE DETERMINATION

HRC shall recommend needed revenue levels for each utility to cover all operating costs, CIP projects, existing and new debt service, and establish reasonable financial reserve targets and provide the resulting rate structure components to support the needed revenues for each utility.

It is our opinion that any initial changes in the way the City collects rate or connection revenue should be revenue neutral (current revenue generation equal to proposed) as a starting point for discussion. Therefore, based on current fees, connections, and rate structure, the HRC Team will generate working financial models that accurately reflect revenue generation from the cost of service as it exists today. We propose an Excel spreadsheet model. The HRC Team will then test various scenarios of revenue generation with proposed fees, rates, and consumption trends. This will be reported as total revenue impact and as impacts to theoretical customers for illustrative purposes.



DELIVERABLES

- Draft models and rate structures

CITY SCOPE ITEMS ADDRESSED

10. Recommendation for alternative cost allocation rate methods.
11. Recommendation of rate structure/model that will provide for a completely self-supporting system.
12. Develop financial projection and impacts of any rate recommendations.

TASK 5 – NEW CUSTOMER CONNECTION CHARGES

HRC shall develop recommended Connection Charges for any new customers requesting to attach to the City's water and wastewater utility systems.

We will meet with the City to determine its goals and philosophy surrounding Connection Charges. There are many ways to characterize a "Connection Charge representing the cost of construction of that portion of the City-wide water/sewer system attributable to the proportionate benefit to be received by the applicant's property." Further, are your connection fees intended to cover a cost, discourage/encourage connections or expansions, be used for upcoming capital programs, or be the actual cost of the system share that is ready for a new user? We will review these various scenarios with the City and recommend Connection Charge changes if needed.



DELIVERABLES

- Technical memo of findings
- One virtual meeting

CITY SCOPE ITEM ADDRESSED

9. Analysis of base charge fee allocation.

TASK 6 – PROVIDE RED LINE RECOMMENDATIONS FOR CITY ORDINANCE LANGUAGE

Identify ordinance concerns and areas of improvement, and suggest revisions.

The HRC Team will review and evaluate the definitions of all water and sewer fees/rates within the City's existing ordinances. Gaps, and areas that require clarification, will be identified with sample replacement language presented. These clarifications will be re-evaluated after the proposed rate structure is determined to ensure items remain consistent. This will build on our work completed during the connection fee study.



DELIVERABLES

- Markups/redlines of current City materials and summary of findings and recommendations.

CITY SCOPE ITEMS ADDRESSED

13. By project deadline, submit to the City staff project deliverables:
 - c. Recommendations for updating ordinances to water and sewer rates and billing, as needed, for implementation of recommendations.

TASK 7 – PRESENTATIONS AND REPORTS

A preliminary report shall be submitted to City staff, supporting all aspects of the analyses and HRC's recommendations. After the presentation to City staff, a final report shall be prepared and provided to City staff, incorporating all comments and modifications resulting from the presentation.

HRC shall make two presentations, presenting the preliminary and final results of the analyses. HRC shall give an initial presentation to City staff and Administration of the study results and shall include any recommended changes from City staff into final results.

We envision a brief letter report as the cover and an additional public-friendly executive summary of our findings and recommendations. Appendices will be provided with all the supporting data. A working model that the City can manipulate for adjustments will be provided, and appropriate City staff will be trained on its use.

We will prepare these materials, including our presentation to the staff, meet with staff to review and discuss, and make changes as needed.



DELIVERABLES

- Preliminary and final reports of rate analysis, recommended financial models, and a draft of City Council presentation
- Two in-person staff meetings
- Working models

CITY SCOPE ITEMS ADDRESSED

13. By project deadline, submit to the city staff project deliverables:
 - a. Final report and presentation to the City staff
 - b. Rate model in Excel or other City-approved format for City's next five-year period annual rate setting.

THOUGHTS FOR CONSIDERATION

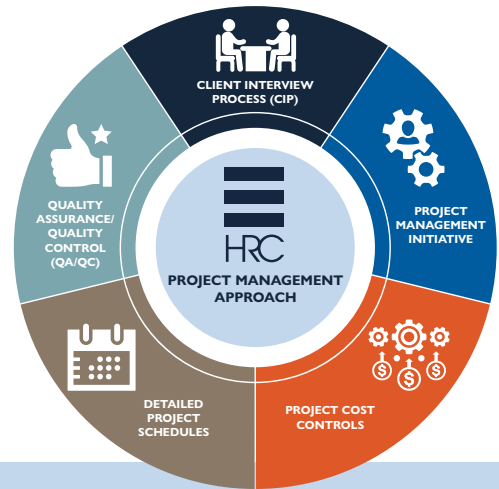
Based on our assistance to the City during the development of the City's stormwater utility, we do not anticipate that the methodology used for those charges would change. Consideration could be given to using Meter Equivalent Units, or MEUs, for your connection charges, which would essentially mirror Readiness to Serve Charge that many communities are rebranding as simple Fixed Charges or Capacity Fees. We can discuss this further at the kickoff meeting.

PROJECT MANAGEMENT APPROACH

HRC has a well-defined process to control scope, schedule, and total project costs. This process, as shown in the figure to the right, includes fully understanding the goals of the project, constantly being aware of the items that could affect these goals, fully understanding the client's "must haves" and, as importantly, the client's "must NOT haves." The foundation of this process is identifying and closely following key issues that affect the project's scope, schedule, and budget.

HRC's Project Manager, Karyn Stickel, knows this very well. This knowledge, along with her expertise, will provide an immediate response to all types of requests.

We developed procedures that ensure projects are at a high level of competency while meeting the required financial, scheduling, and technical goals. These include:



CLIENT INTERVIEW

HRC professionals meet with clients early in the process to ensure full understanding of the project scope, schedule, financial/technical goals, and potential issues or risks. Ongoing open communication helps HRC function as a trusted extension of client staff, providing the diverse knowledge base that sets us apart from the competition.

PROJECT MANAGER FUNCTION

The Project Manager will function as a single point of contact, draw upon previous experience with similar initiatives, offer continuity of service, and oversee day-to-day functions. A detailed schedule and project work plan will be provided for HRC staff with a designated HRC Principal copied on all correspondence.

COST CONTROLS

A comprehensive analysis and early confirmation of project costs will be provided to ensure that client expectations are met. HRC has more than a century of experience in successfully balancing client budgetary constraints with a business model that rewards and retains our employees.

DETAILED SCHEDULES

A detailed schedule will be provided including deliverable dates for client reviews, relevant studies, and plan review/permit application submittals. Regular status reports and a monthly Account of Project Standing (APS), with tracking spreadsheets provided upon request, will ensure transparency while keeping the client well informed.

QUALITY ASSURANCE/QUALITY CONTROL

Our QA/QC process incorporates sound project management as the foundation. Key project risks are identified and mitigated as they arise, with periodic audits to minimize impacts on the budget, schedule, safety, and public perception. A critical independent review ensures that deliverables comply with design standards and expectations.

COLLABORATION

HRC has a unique project management style that provides effective control of the project scope, schedule, and overall cost. This management style is an adaptive technique that utilizes the significant experience of the project manager, staff, and team members and has proven successful in many challenging projects. This technique has proven to make projects proceed more smoothly. This process all starts with communication and collaboration with the City.



COLLABORATION

COMMUNICATION

The HRC Team is committed to open communication in the many facets of any project in which we will be involved. Requests will be received by the Principal in Charge. This information will be reviewed with the staff most suitable for the assignment. Meetings with City staff will be held to discuss if necessary; then, our project management process will be followed. However, fostering an open relationship with the City to handle your requests will be done through the following practices:

SINGLE POINT OF CONTACT/PRINCIPAL INVOLVEMENT — As a Principal of the firm, Michael MacDonald will lead HRC’s efforts to ensure nothing is missed during this assignment and can allocate substantial resources to complete this project. Mike will stay involved with the City and be copied on all correspondence, be present at City Board meetings, and be available for any City requests.

CONTINUITY OF SERVICE — The HRC Team is committed to providing continuity with the individuals who will be serving the client. As long as the HRC Team is associated with the client, we will maintain the management staff proposed herein. We do not change our management staff except with the concurrence of our clients.

MEETING ATTENDANCE — All HRC team members are located in the Bloomfield Hills offices, and we can be available for regular meetings at the City and on relatively short notice.

EMAILS — While emails do not replace face to face communication, we use and like email as it makes a clear record of requests, deadlines, and responses.

WRITTEN SCOPE/BUDGET — We prefer to document all significant changes to this proposal and contract with a written scope, budget, and schedule. The preparation of these items is not charged to the City. We find this task ensures both parties have a clear understanding of the work, and then this forms the basis for project tracking.



SINGLE POINT OF CONTACT



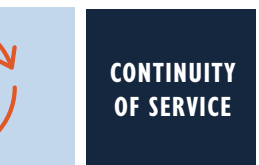
PRINCIPAL INVOLVEMENT



CONTINUITY OF SERVICE



MEETING ATTENDANCE



EMAILS



WRITTEN SCOPE/BUDGET



HRC TEAM	
Michael MacDonald, PE	Principal in Charge
Karyn Stickel, PE	Project Manager
James Burton, PE	Technical Specialist
James Surhigh, PE	City Historical Specialist
Brent Tarpinian, PE	Engineering Lead



SECTION 4 – FIRM QUALIFICATIONS



Since 1915, Hubbell, Roth & Clark, Inc. (HRC) has been trusted by clients who hire us and then become repeat customers, establishing a valuable relationship with our firm. Our company environment is often cited as the reason we have a competitive edge over other engineering firms. The key to our success is professionalism, quality services, and a commitment to exceeding our clients' expectations.

Teamwork is deeply ingrained in our culture. A commitment to excellence, integrity, and dedication cannot always be measured, but you will see these values in action when you work with HRC. Doing whatever it takes is not just a phrase, it is a big part of our corporate philosophy.

Choosing the right engineering firm significantly affects the outcome of your project. Your success is our success – we are in this together.

ABOUT HRC

Many facets go into the successful completion of a project, from technical qualifications of team members to the projected schedule and cost estimates. But HRC offers something more, and that's what makes us stand out from the crowd. As you read our proposal, check our references, and review our resumes, please consider something equally important – our reputation.

WHERE HRC EXCELS

Extensive work portfolio with an array of diverse engineering projects.

Proven track record of success with the specific type of project being undertaken.

Multidisciplinary team with a deep understanding of the needed technical requirements, broad capabilities, and a vast array of easily accessible resources.

History of meeting and overcoming challenges using innovative problem-solving tactics.

Project managers who champion a job from start to finish, ensuring the project stays on track and proceeds smoothly to completion.

Clear and consistent communication that keeps clients well informed.

Transparency with any challenges that arise or costs that change during the project.

Accountability from every person who works on the project.

Competence that creates high comfort levels and decreases stress for clients.

HRC is organized as an S-Corporation headquartered and licensed in the State of Michigan. There are nine principals of the firm, all licensed professional engineers in the State of Michigan. Additionally, HRC has 23 associates. The table below lists each officer's corporate title, primary activity, and experience.

CORPORATE OFFICERS

Daniel W. Mitchell, PE
PRESIDENT – MUNICIPAL

Nancy M.D. Faught, PE
EXECUTIVE VICE PRESIDENT – MUNICIPAL/TRANSPORTATION

MICHAEL C. MACDONALD, PE*
VICE PRESIDENT/SECRETARY – MUNICIPAL

James F. Burton, PE
VICE PRESIDENT/TREASURER – MUNICIPAL/ENVIRONMENTAL

Jesse B. VanDeCreek, PE
VICE PRESIDENT – MUNICIPAL

Roland N. Alix, PE
VICE PRESIDENT – MUNICIPAL/INDUSTRIAL

Charles E. Hart, PE
VICE PRESIDENT – MUNICIPAL/TRANSPORTATION

Todd J. Sneathen, PE
VICE PRESIDENT – MUNICIPAL

Thomas G. Maxwell, PE
VICE PRESIDENT – MUNICIPAL/PROCESS

*PRINCIPAL IN CHARGE

FOUNDATIONAL SERVICES

CIVIL/MUNICIPAL ENGINEERING

SURVEYING

WATER TREATMENT

TRANSPORTATION ENGINEERING

ARCHITECTURAL ENGINEERING

LANDSCAPE ARCHITECTURE

ENVIRONMENTAL ENGINEERING

CONSTRUCTION ENGINEERING

ELECTRICAL ENGINEERING

STRUCTURAL ENGINEERING

INDUSTRIAL FACILITIES DESIGN

ASSET MANAGEMENT

GEOGRAPHIC INFORMATION SYSTEMS

FEDERAL TAX ID NUMBER

38-0668370

CORPORATE ID

800079203

SECTION 5 – PERSONNEL QUALIFICATIONS



EDUCATION

BS, Civil Engineering, Lawrence Technological University, 1989

EXPERIENCE

With HRC since 1990, 35 years of experience

PROFESSIONAL REGISTRATION/CERTIFICATION

Professional Engineer, Michigan No. 6201040067

Computer Modeling of Water Distribution Systems, University of Kentucky

Risk Assessment Methodology for Water System Vulnerability Assessment (RAM-WSM), AWWA

AFFILIATIONS

American Public Works Association, American Water Works Association, American Society of Civil Engineers, Michigan Water Environment Association, Water Environment Federation, Engineering Society of Detroit

MICHAEL MACDONALD, PE

VICE PRESIDENT/PARTNER

OFFICE: BLOOMFIELD HILLS

Michael MacDonald is a partner at Hubbell, Roth & Clark. He orchestrates the firm's engineering activities for infrastructure improvement projects for numerous communities, where his responsibilities include master planning and designing for municipal stormwater systems, water supply systems, wastewater systems, local street paving projects, municipal parking lots, pathway projects, and project management assistance for a variety of municipal projects. His expertise also includes the preparation of hydraulic reports and vulnerability assessments on water supply systems. Local communities include the Cities of Warren, Troy, Sterling Heights, Utica, Ferndale and Birmingham, the Township of Plymouth, the Village of Romeo, and the Southeastern Oakland County Water Authority (SOCWA) as well as various Private Development companies.

SELECT PROJECT EXPERIENCE

MUNICIPAL CONSULTING

- Lake Orion Dam Emergency Rehabilitation – [Village of Lake Orion](#)
- Seventeen Mile Road Bridge over Plumbrook Drain Grant Funding and Rehabilitation – [City of Sterling Heights](#)
- Mound Road Municipal Utility Condition Assessment, I-696 to M-59 – [Cities of Sterling Heights and Warren](#)
- Mound Road Reconstruction Project, I-696 to M-59, Grant Funding – [Cities of Sterling Heights and Warren](#)
- Structural Code Reviews – [Cities of Sterling Heights and Birmingham](#)
- Seventeen Mile Road Bridge over Conrail Grant Funding and Rehabilitation – [City of Sterling Heights](#)
- Residential Site Reviews – [City of Birmingham](#)
- Northville Road PRV Rehabilitation – [Plymouth Township](#)
- Biennial Bridge Inspections – [Cities of Sterling Height and Utica](#)
- 2023 Local Road Rehabilitation – [Village of Romeo](#)
- Stormwater Utility – [City of Birmingham](#)

WASTEWATER COLLECTION/TREATMENT

- Incinerator Replacement Project – [City of Warren](#)
- Sanitary Sewer Pump Station Rehabilitation – [City of Troy](#)
- SAW Grant Program – [Village of Lake Orion](#)
- WWTP Final Clarifier 5-8 Rehabilitation – [City of Warren](#)
- SAW Grant Program – [City of Troy](#)
- WWTP Primary Effluent Trough Replacement – [City of Warren](#)
- SAW Grant Program – [City of Warren](#)
- West Trunk Sanitary Sewer Condition Assessment – [City of Warren](#)
- Section 25 Sanitary Relief Sewer – [City of Troy](#)
- Infiltration/Inflow Metering Study and Field Investigation – [City of Troy](#)
- Sanitary Sewer Evaluation Study and Improvement Program – [Village of Romeo](#)
- South Oakland County Sewage Disposal System (SOCSDS) Sanitary Sewer System Flow Metering Study – [City of Troy](#)
- Hayes Road Sanitary Sewer – [City of Sterling Heights](#)
- Charnwood Hills Sanitary Sewer, Phase II – [City of Troy](#)

WATER TREATMENT/DISTRIBUTION

- Water Main Replacement Program – Village of Lake Orion
- Lead Service Line Replacement Program – City of Birmingham
- Lead Service Line Replacement Program – City of Ferndale
- Fourteen Mile Road Water Main Rehabilitation, Dequindre to Mound – City of Warren
- Thirteen Mile Road Water Main Rehabilitation, Dequindre to Ryan – City of Warren
- Twelve Mile Road Water Main Rehabilitation, Dequindre to Ryan – City of Warren
- Coolidge Road Transmission Water Main Rehabilitation, 13 Mile to 14 Mile – Southeastern Oakland County Water Authority
- Fourteen Mile Road Transmission Water Main Rehabilitation, Coolidge to Greenfield – Southeastern Oakland County Water Authority
- Beck Road Water Main Replacement – Plymouth Township
- Mound Road Water Main 17 Mile Road to 18 ½ Mile Road – City of Sterling Heights
- 18 ½ Mile Road Water Main Utica Road to Mound Road – City of Sterling Heights
- Fourteen Mile Road Water Main Extension Evergreen to Southfield Road – Southeastern Oakland County Water Authority
- Five Mile Road Tank, Control Vault, and Booster Station – Plymouth Township
- Beaumont Backflow Preventer Vaults – Southeastern County Water Authority
- Eleven Mile Road Water Main Replacement – SOCWA/Cities of Berkley, Huntington Woods, and Oak Park
- SOCWA Supply Study – City of Southfield
- Hayes Road Water Main – City of Sterling Heights
- Seventeen Mile Road Water Main – City of Sterling Heights
- Crooks Road Water Main – City of Troy
- Section 6 Booster Station – City of Sterling Heights
- Livernois Road Water Main Study and Rehab, 8 Mile Road to Oxford Boulevard – Southeastern Oakland County Water Authority
- Nine Mile Road Pavement and Water Main Replacement – City of Warren
- Industrial Row and Meijer Drive Water Main Replacement – City of Troy
- Eleven Mile Road Water Main Replacement, Woodward to Coolidge Greenfield Road – SOCWA/Cities of Berkley, Huntington Woods, and Oak Park
- Lovington Street Storm Drain – City of Troy
- Park and Combermere Water Main Replacement and Pavement Rehabilitation – City of Troy

WATER RESOURCES/WATERSHED MANAGEMENT

- City Center Storm Drainage Outlet Extension – City of Warren
- Mound Road Storm Water Quality Improvements – Macomb County Department of Roads
- Lakeview Street Drainage Improvements – Village of Lake Orion
- Section 4 Weir Control Structure – City of Troy
- Sylvan Glen Golf Course Streambank Stabilization – City of Troy
- Fisher Relief Drain – City of Sterling Heights
- Long Lake Drain – City of Troy
- Sterling Relief Drain Lateral No. 12 Extension – City of Sterling Heights
- Seventeen Mile Extension Drain – City of Sterling Heights
- Busch Drain – City of Sterling Heights
- Master Storm Drainage Plan Update – City of Troy
- Hayes Road Drain – City of Sterling Heights
- Gibson Drain South Lake – City of Sterling Heights

PARKING, PAVEMENT, AND STREET LIGHTING

- City Hall Parking Lot Rehabilitation – City of Sterling Heights
- Delia Park Entrance Drive and Parking Lot Paving – City of Sterling Heights
- Grant Park Parking Lot Paving – City of Utica
- Township Park North Parking Lot – Plymouth Township

MUNICIPAL FACILITIES

- Richard J. Notte City Center Improvements – City of Sterling Heights
- WWTP Building Facility Renovations – City of Warren
- Fire Station Locker Room Renovations – City of Warren
- Stilwell Manor Building and Site Improvements – City of Warren
- Civic Center Infrastructure Improvements – City of Warren
- Fire Station No. 3 – Plymouth Township



EDUCATION

BS, Civil and Environmental Engineering, University of Michigan, 2001

EXPERIENCE

With HRC since 2001, 24 years of total experience

PROFESSIONAL REGISTRATION/CERTIFICATION

Professional Engineer, Michigan No. 6201052655

Certificate of Training in Asset Management CTAM 100-400, Indiana University/Purdue University Institute (IUPUI)

AFFILIATIONS

Michigan Water Environment Association, Water Environment Federation, Engineering Society of Detroit

KARYN STICKEL, PE

SENIOR ASSOCIATE

OFFICE: BLOOMFIELD HILLS

As head of HRC's Asset Management Department, Karyn Stickel assists clients with managing their existing infrastructure. Her department works seamlessly with HRC's GIS, Civil, Process, Traffic, Structural, and Electrical Departments to coordinate services for many infrastructure systems. Karyn is also the client representative for multiple municipalities and handles day-to-day engineering needs, as well as presentations to Councils and Boards. Before heading HRC's Asset Management Department, her work included overseeing sewer evaluation studies to assist clients in becoming or remaining compliant with State orders, managing sewer rehabilitation projects, performing design engineering and construction administration, and public education and outreach. She was also responsible for coordinating stormwater permits for numerous clients.

SELECT PROJECT EXPERIENCE

ASSET MANAGEMENT

- MDEQ Stormwater Asset Management and Wastewater (SAW) Grant for Developing an Asset Management Program – [City of Wixom](#), [City of Linden](#), [City of Birmingham](#), [Delhi Charter Township](#), and [City of Troy](#)
- Program Manager for SAW Asset Management Grants – [Oakland County Water Resources Commissioner](#)
- SAW Applications – [Various Projects](#)
- MDEQ SAW Grant for Developing an Asset Management Plan – [Bloomfield Township](#)
- Water Asset Management Plan – [Bloomfield Township](#)
- Stormwater Asset Management Plan, Phase 1 and Phase 2 – [Bloomfield Township](#)

WATER TREATMENT/DISTRIBUTION

- Water Main Replacement Projects – [Bloomfield Township](#)
- Miscellaneous Water Main Extensions – [Bloomfield Township](#)
- Phase II Long-Term Capital Improvement Program – [Bloomfield Township](#)
- DWRF Project Planning – [Multiple Municipal Clients](#)

WASTEWATER COLLECTION/TREATMENT

- Hickory Heights Sanitary Sewer Investigation and Rehabilitation – [Bloomfield Township](#)
- CSO District Sewer Rehabilitation – [Bloomfield Township](#)
- Sanitary Sewer Capacity Analysis – [Independence Township](#)
- Sludge Dewatering and Drying Project – [Delhi Charter Township](#)
- Water and Sewer Rates – [Various Communities](#)
- Sanitary Sewer Rehabilitation Projects – [City of Pontiac](#)
- Sanitary Sewer Rehabilitation Projects – [City of Farmington Hills](#)
- Sanitary Sewer Rehabilitation Projects – [Bloomfield Township](#)

MUNICIPAL CONSULTING

- Hazard Mitigation Project Planning – [Bloomfield Township](#)
- Municipal Engineering Management, including Design of Water Mains and Sanitary Sewers, Contract Administration, Plan Reviews, Engineering Studies, and Other Related Engineering Issues – [Bloomfield Township](#), [Delhi Charter Township](#), [Oakland County](#), [Romeo](#)
- SRF Project Planning and Administration – Various Projects – [Washtenaw County](#), [Southfield](#), [Delhi](#), [Allegan](#), [Hastings](#), [Grosse Pointe Farms](#), [Evergreen Farmington Sanitary Sewer Drain](#), [Oakland Township](#), [Oxford Township](#), [Walled Lake](#), [Keego Harbor](#), [Royal Oak Township](#), [Macomb Interceptor Drain Drainage District](#)
- DWRF Projects, Contracts 5a and 5b – [Independence Township](#)
- Short-Term Corrective Action Plan – [Bloomfield Township](#)
- Short-Term Corrective Action Plan – [City of Bloomfield Hills](#)



EDUCATION

MBA, Integrative Management, Eli Broad Graduate School of Management, Michigan State University, 2004
BS, Biosystems Engineering, Michigan State University, 1998

EXPERIENCE

With HRC since 1998, 25 years of experience

PROFESSIONAL REGISTRATION/CERTIFICATION

Professional Engineer, Michigan No. 6201049137

AFFILIATIONS

American Society of Civil Engineers
American Society of Agricultural and Biological Engineers
Michigan Water Environment Association

JAMES BURTON, PE

VICE PRESIDENT/PARTNER

OFFICE: BLOOMFIELD HILLS

James Burton assists HRC’s municipal and private clients with civil engineering, environmental services, stormwater management, sustainability initiatives, and habitat restoration projects. He is responsible for the firm’s Environmental Engineering Department’s direction, focus, and success. His extensive civil engineering experience, combined with his in-depth understanding of municipally owned, bid, constructed, and administered projects, make him an effective leader and ensures that civil/municipal environmental projects meet and exceed client expectations. Jamie has successfully managed the procurement and administration of millions of dollars in grant funding for communities and governmental agencies. He coordinates environmental permit approvals and ensures that projects meet regulatory compliance. He also performs detailed financial analyses for HRC clients and manages the firm’s involvement with client utility rates.

SELECT PROJECT EXPERIENCE

MUNICIPAL CONSULTING

- Responsible Principal and Primary Contact for Several Counties, Cities, Townships, and Villages, Managing the Entirety of Municipal Projects – [City of Bloomfield Hills](#), [Holly Township](#), [Brandon Township](#), [Macomb County Office of the Public Works Commissioner](#), [Village of Franklin](#), [City of Keego Harbor](#), [City of Sylvan Lake](#), [Oakland County Water Resources Commissioner](#), [Livingston County Drain Commissioner](#), [Eaton County Drain Commissioner](#), [Shiawassee County Drain Commissioner](#), [Berrien County Drain Commissioner](#), [Washtenaw County Water Resources Commissioner](#), [Chesterfield Township](#), [City of Ann Arbor](#), [City of Ann Arbor Parks](#), [Washtenaw County Parks](#), [Oakland University](#), [St. Clair County Drain Commissioner](#), [Waterford Township](#).
- Subcommittee on Stream Mitigation Requirements – [Michigan Association of County Drain Commissioners](#)
- Subcommittee on County Drain General and Minor Permit Categories – [Michigan Association of County Drain Commissioners](#)

UTILITY RATES

- Annual Water and Sewer Utility Rate Analysis – [City of Bloomfield Hills](#) and [Pentland Township](#)
- Connection Fee Study – [Chesterfield Township](#)
- Cost of Service Study – [Chesterfield Township](#)
- Water and Sewer Rate Study – [Chesterfield Township](#)

WATER TREATMENT/DISTRIBUTION

- 2024 Miscellaneous Utilities – [City of Ann Arbor](#)
- DWRF Project Contracts 5A and 5B – [Independence Township](#)
- Water System Improvements – [City of Bloomfield Hills](#)
- Water System Master Plan – [City of Bloomfield Hills](#)
- Vulnerability Assessment – [City of Bloomfield Hills](#)

WASTEWATER COLLECTION/TREATMENT

- Short-Term Corrective Action Plan – [City of Bloomfield Hills](#)
- MIDDD SAW Grant Project Plan – [Macomb County Public Works Office](#)
- MIDDD SRF Project Plan – [Macomb County Public Works Office](#)
- Onsite Sewage Disposal System and Septic Investigation – [City of Bloomfield Hills](#)
- CSO District Sewer Rehabilitation – [City of Bloomfield Hills](#)
- Sludge Dewatering and Drying Project – [Delhi Charter Township](#)
- Sanitary Sewer Master Plan – [Brandon Township](#)
- Andersonville Road Low Pressure Sanitary Sewer SAD – [Independence Township](#)

WATER RESOURCES/WATERSHED MANAGEMENT

- Water Quality and Stormwater GIS Tool – Six Rivers Land Conservancy and SEMCOG
- Chesterfield Road Culvert Lining – City of Bloomfield Hills
- GLRI – EPA Environmental Projects – Macomb County, Sterling Heights, City of Troy – Sites: Clinton River Corridor, McBride Drain, Partridge Creek, Clinton River Spillway, Sylvan Glen Golf Course
- Sprague Drain Restoration – City of Troy
- Bell Road Drain – Berrien County Drain Commissioner
- Millburg Drain – Berrien County Drain Commissioner
- Franklin Park Drain – Berrien County Drain Commissioner
- Franz and Norton Drain – Berrien County Drain Commissioner
- Bellaire Hills Drain – Eaton County Drain Commissioner
- Lemon Drain – Eaton County Drain Commissioner
- Watson and Watson Drain, Chris J. Drive Branch – Eaton County Drain Commissioner
- Patterson Drain – Eaton County Drain Commissioner
- Windsor Drain – Eaton County Drain Commissioner
- Marion and Genoa Drain – Livingston County Drain Commissioner
- Hartland Village Drain – Livingston County Drain Commissioner
- Livingston No. 1 Drain – Livingston County Drain Commissioner
- Augusta Drain – Oakland County Water Resources Commissioner
- Red Run Intercounty Drain – Michigan Department of Agriculture and Rural Development
- Portage River Intercounty Drain – Michigan Department of Agriculture and Rural Development
- Swift Run Drain – Washtenaw County Water Resources Commissioner
- Benz Creek Drain – Washtenaw County Water Resources Commissioner
- Narrow Gage Drain Drainage Study – Washtenaw County Water Resources Commissioner
- Paint Creek Habitat Restoration Dam Removal – Clinton River Watershed Council
- Clinton River Spillway Habitat Restoration – Macomb County Public Works Commission
- Restoring Fish Passage in Red Run Headwaters – City of Troy
- Rouge River Restoration Projects – City of Birmingham
- Avon Creek Restoration and Dam Bypass – City of Rochester Hills
- Great Lakes Restoration Initiative and Related Grants
- Black River Watershed Wetland Mitigation Bank – Michigan Department of Transportation
- Long Lake Shores Association Canal Dredging SAD Project, Upper Long Lake Board – Bloomfield Township, West Bloomfield Township
- Williams Lake Canal Dredging SAD Project – Waterford Township
- SAW Stormwater Management Plan – Calhoun County, Delhi Charter Township, City of Bloomfield Hills
- Sashabaw Regional Drainage District – Independence Township
- Randolph Street Intercounty Drain Improvements – OCWRC/RSCID Board
- Drain Projects – Saginaw County, Gratiot County, Livingston County
- SWPPI, IDEP, PEP – City of Bloomfield Hills
- Carpenter Road Storm Water Management Plan – Washtenaw County Road Commission

TRANSPORTATION

- Safety Plan Master Planning – Village of Franklin
- West Stadium Boulevard Reconstruction – City of Ann Arbor
- Geddes Avenue Reconstruction – City of Ann Arbor
- Tamworth Street Bridge Replacement Project – Road Commission for Oakland County
- 2007–2023 Road Improvement Programs – City of Bloomfield Hills
- Road Improvement Program Master Plan – City of Bloomfield Hills
- Abbott Road Reconstruction – City of East Lansing
- Safety Path Master Plan – City of Bloomfield Hills
- M-15 Safety Path-Brandon Township – Road Commission for Oakland County
- Rail Trail Southeast Connector – City of South Lyon
- Kensington-Island Lake Connector – Western Oakland County Trail Management Council
- Road Paving SAD Program – Waterford Township, Road Commission for Oakland County

PARKS AND RECREATION

- New Township Hall and Campus Development – Holly Township
- Township Park Improvements – Brandon Township
- As Needed Architectural and Engineering – Ann Arbor Parks, Washtenaw County Parks
- West Park Bandshell – Ann Arbor Parks
- Island Park Restoration – City of Eaton Rapids Downtown Development Authority
- Clinton Riverwalk at Memorial Park – City of Utica



EDUCATION

BS, Civil Engineering, University of Detroit Mercy

EXPERIENCE

With HRC since 2013, with 12 years of experience

PROFESSIONAL REGISTRATION/CERTIFICATION

Professional Engineer, Michigan No. 6201314860
MCA/ACI Concrete Field Testing Technician Level I
Michigan Certified Density Technology Technician

BRENT TARPINIAN, PE

STAFF ENGINEER

OFFICE: BLOOMFIELD HILLS

Brent Tarpinian is a staff engineer with Hubbell, Roth & Clark, Inc. His responsibilities include overseeing the construction of underground utilities, curb and gutter, sidewalk, ADA ramps, HMA paving, HMA crack treatment and joint rehabilitation, and concrete pavement patching, guardrail, traffic signals, and drainage structure rehabilitation.

SELECT PROJECT EXPERIENCE

TRAFFIC ENGINEERING/INTELLIGENT TRANSPORTATION SYSTEMS

- Intersection Safety/Signal Upgrades – City of Detroit

PARKING, PAVEMENT, AND STREET LIGHTING

- Citywide Intersection Pavement Markings – City of Detroit
- Citywide Long Line Pavement Markings – City of Detroit

ROADS/BRIDGES

- 2017/2018 Road Rehabilitation Program – Village of Franklin
- Study Plan Review of Rosemond Court Lot 20 Site Plan Review – Village of Franklin
- 30355 Rosemond Drive Site Plan Review – Village of Franklin
- 31805 Telegraph Road Site Plan Review – Village of Franklin
- 30150 Forest Drive Culvert Application Review – Village of Franklin
- Parcel No 24-07-226-017 Site Plan Review – Village of Franklin
- Study Plan Review 30080 Hickory Lane Drainage Review – Village of Franklin
- Study Plan Review 31122 Oakleaf Lane Site Plan Review – Village of Franklin
- 31600 Briarcliff Road Site Plan Review – Village of Franklin
- M-24 HMA Skip Patching – Michigan Department of Transportation, TSC
- TSC Guardrail Repairs – Michigan Department of Transportation, TSC
- TSC US-24, HMA Thermal Bond Repairs – Michigan Department of Transportation, TSC
- TSC M-1, US-24 and Square Lake Road Longitudinal Joint Microsurfacing – Michigan Department of Transportation, TSC
- TSC I-75 Concrete Pavement Repairs – Michigan Department of Transportation, TSC
- Seventeen Mile Road Bridge over Conrail Railroad – City of Sterling Heights
- Hidden Creek Subdivision Reconstruction – City of Wixom
- Red Oaks Subdivision Paving SAD – Genoa Township

WATER TREATMENT/DISTRIBUTION

- Drainage Structure Repairs – Michigan Department of Transportation, TSC



EDUCATION

BS, Civil Engineering, University of Michigan, 1991

EXPERIENCE

With HRC since 1997, with 33 years of experience

PROFESSIONAL REGISTRATION/CERTIFICATION

Professional Surveyor, Michigan No. 6201042688

AFFILIATIONS

American Society of Civil Engineers, South Oakland County Municipal Engineers (SOCME)
– Past President, American Water Works Association, Water Environment Federation/
Michigan Water Environment Association

JAMES SURHIGH, PE

SENIOR ASSOCIATE

OFFICE: BLOOMFIELD HILLS

During his tenure at Hubbell, Roth & Clark, Inc., James Surhigh has been responsible for the design and management of municipal utility and road projects. His professional experience includes master planning and feasibility studies, site plan review, project design, specifications, permitting, and construction contract administration for open-cut and tunneled sewer, open storm drain, culverts, water main, and road reconstruction projects.

Jim served as the Consulting City Engineer for the City of Birmingham from 2020 to 2022. While in this role, duties and responsibilities included day-to-day management of the Engineering Department, capital project planning and budgeting, project development, procurement and contract administration, and reporting to the City Commission, other Department heads, and the public as spokesman for the Engineering Department.

Jim has served as project manager and design engineer for a wide range of municipal civil engineering projects. He has provided civil engineering services to the Cities of Ann Arbor, Auburn Hills, Birmingham, Grosse Pointe Farms, Livonia, Rochester Hills, Royal Oak, Sterling Heights, Troy, Utica, Warren, Wixom, Townships of Bloomfield and Independence, Villages of Beverly Hills and Romeo, and the University of Michigan in Ann Arbor. Jim also has experience working on projects for the Macomb County Public Works Commission, Genesee County Drain Commissioner, Oakland County Water Resources Commissioner, the Road Commission for Oakland County, and the Wayne County Airport Authority. His experience also includes detailed design and management of various water main, storm drain, and sewer installation projects with a wide variety of pipe sizes, depths, materials, and methods of construction, including tunneling and trenchless techniques.

SELECT PROJECT EXPERIENCE

WATER RESOURCES/WATERSHED MANAGEMENT

- Dan Devine Drain – [Oakland County Water Resources Commissioner](#)
- EFSDS and COSDS Emergency Stream Bank Repair – [Oakland County Water Resources Commissioner](#)
- Beal Avenue Reconstruction, Water Main, and Storm Relief Sewer – [University of Michigan, Ann Arbor](#)
- Van Maele Drain Master Plan and Preliminary Design – [City of Rochester Hills/Oakland County Water Resources Commissioner](#)
- Rochester Road Reconstruction (I-75 to Torpey and Torpey to Barclay) and Wattles Road Reconstruction – [City of Troy, Oakland County Water Resources Commissioner](#)
- Irwin Drain Study and Apportionment – [Macomb County Public Works Commissioner](#)

WATER TREATMENT/DISTRIBUTION

- Water Distribution System Evaluation and Asset Management Planning – [City of Birmingham](#)
- Water Distribution System Evaluation and Asset Management Planning – [City of Utica](#)
- N Telegraph Water Main Replacement – [Bloomfield Township \(MDOT Permitting\)](#)
- Dixie Highway Water System Study – [Independence Township](#)
- Westchester Village and Bloomfield Village Water Main Replacements (Pre-Chlorinated Pipe Bursting Method) – [Bloomfield Township](#)
- Covington Road Water Main and Road Reconstruction (Horizontal Directional Drilling) – [Bloomfield Township](#)
- Quarton Road Water Main (Horizontal Directional Drilling) – [Bloomfield Township](#)
- Wattles Road Linear Storage (36-inch Water Transmission Main) – [Oakland County Water Resources Commissioner](#)
- KWA Lake Huron Pump Station (66-inch and 48-inch Water Transmission Main) – [Genesee County Drain Commissioner](#)

WASTEWATER COLLECTION/TREATMENT

- Stormwater Utility Study and Ordinance Development – City of Birmingham
- SAW Grant Study – City of Birmingham
- Annual Sewer System Study Updates – City of Birmingham
- 2017 and 2020 Sewer Rehabilitation and CIPP Lining Program – City of Birmingham
- EFSD Quarton ARM Sewer Rehabilitation – Oakland County Water Resources Commissioner
- Bagley Sanitary Sewer Rehabilitation (MDOT LAP, Sewer Replacement on Piles) – Oakland County Water Resources Commissioner/City of Pontiac
- Sanitary Sewer Rehabilitation Program – City of Utica
- Porters Lane Emergency Sanitary Sewer Replacement (Pile-Supported Sewer) – Bloomfield Township
- Woodward and Square Lake Emergency Sanitary Sewer Replacement (Jack-and-Bore Steel Casing for Sanitary Sewer) – Bloomfield Township (MDOT permitting)
- Combined Sewer System Study – City of Berkley
- Footing Drain Disconnection Pilot Program – City of Warren
- Grant Street Pump Station – City of Rochester Hills
- Geddes Avenue Reconstruction – City of Ann Arbor
- Acacia Park Drain Relief Sewer – Phase 1 to 3 (including Tunneled Segments) – Village of Beverly Hills, City of Birmingham, Oakland County Water Resources Commissioner
- Combined Sewer System Relief Sewer Projects (including Tunneled Segments) – City of Birmingham
- Maple Road (Eton Drive to Coolidge Highway) – City of Troy, City of Birmingham
- South Woodward Corridor Relief – City of Birmingham
- Adams Road Corridor Relief (Woodward Avenue to Madison Street) – City of Birmingham
- Combined Sewer System Study – Village of Beverly Hills
- North Arm Relief (Twelve Towns Drain) – Oakland County Water Resources Commissioner, City of Birmingham, City of Royal Oak
- Sewer System Improvement Program – City of Birmingham

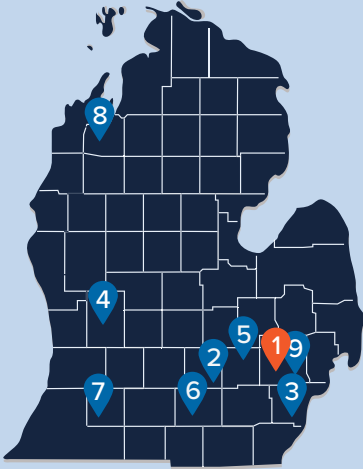
ROADS/BRIDGES

- Greenfield and Normandy Roundabout (Stormwater Management Design) – Road Commission for Oakland County
- Square Lake Road over the Dan Devine (Amy) Drain Culvert Replacement – Road Commission for Oakland County
- Walton Boulevard Culvert Replacements (Large Concrete Box Culverts, Slip lining with CSP Arch-Pipe) – Road Commission for Oakland County
- Eleven Mile Road Culvert Rehabilitation (Slip Lining, CIPP Lining) – City of Farmington Hills
- Miscellaneous Special Assessment Neighborhood Paving Projects – Bloomfield Township
- Cedar Island Road Culvert Replacement – Road Commission for Oakland County
- Hickory Grove Road Rehabilitation – Bloomfield Township
- Austin Drive Extension and Devondale Road Paving Project – City of Rochester Hills
- Andover Road Reconstruction – Bloomfield Township
- John R. Road Reconstruction (South Boulevard to Auburn Road) – City of Rochester Hills

AIRPORTS AND TRANSPORTATION FACILITIES

- Troy Transit Center – City of Troy
- Willow Run Airport East Side Sewer and Water Main Replacement – Wayne County Airport Authority

OFFICE LOCATIONS



1. BLOOMFIELD HILLS

555 Hulet Drive
Bloomfield Hills, MI 48302
(248) 454-6300

2. DELHI CHARTER TOWNSHIP

2101 Aurelius Road, Suite 2
Holt, MI 48842
(517) 694-7760

3. DETROIT

535 Griswold Street
Buhl Building, Suite 1650
Detroit, MI 48226
(313) 965-3330

4. GRAND RAPIDS

1925 Breton Road SE, Suite 100
Grand Rapids, MI 49506
(616) 454-4286

5. HOWELL

105 W. Grand River Avenue
Howell, MI 48843
(517) 552-9199

6. JACKSON

401 S. Mechanic Street, Suite B
Jackson, MI 49201
(517) 292-1295

7. KALAMAZOO

834 King Highway, Suite 107
Kalamazoo, MI 49001
(269) 665-2005

8. TRAVERSE CITY

1501 Cass Street
Traverse City, MI 49684
(231) 714-5007

9. TROY

629 E. Elmwood Avenue
Troy, MI 48083
(248) 454-6300

SECTION 6 – REFERENCES

HRC enjoys a very successful record with long-term clients, which reflects the level of service we strive to provide every day. Listed below are three references from current municipal/agency clients to whom we have provided engineering services that are comparable to the City of Birmingham's 2025 Water/Sewer Rate and Connection Fee Study project. We invite you to contact our references to learn more about HRC and the staff members proposed in this submittal.

CHESTERFIELD TOWNSHIP

47275 Sugarbush Road, Chesterfield, MI 48047



Brad Kersten

Township Supervisor
(586) 649-6401

Water/Sewer Rate Study

OAKLAND UNIVERSITY

411 Pioneer Drive, Rochester, MI 48309



Ryan Giorio, PE

Senior Engineer
(248) 802-2777

Multiple Projects –
As Needed Services

CITY OF FARMINGTON HILLS

31555 West Eleven Mile Road, Farmington Hills, MI 48336



Karen Mondora, PE

Assistant City Manager
(248) 871-2502

Multiple Projects –
As Needed Services

Please refer to the project profiles on pages 4–5 for detailed examples of our experience with similar projects to this RFP within the last three years.



SECTION 7 – TIMELINE FOR PROJECT COMPLETION

Below is HRC's proposed timeline to complete the City of Birmingham's 2025 Water and Sewer Rate and Connection Fee Study. The completion schedule has been developed in accordance with the RFP, specifically an award by the City Commission at their June 9, 2025 meeting, and a study completion date of September 30, 2025. HRC can complete the Scope of Work for the study to meet the above stated schedule.

TASK DESCRIPTION	JUNE	JULY	AUGUST	SEPTEMBER
TASK 1 – HISTORICAL DATA COLLECTION	■ ■			
TASK 2 – COST OF SERVICE REQUIREMENT DETERMINATION		■ ■ ■ ■ ■ ■ ■ ■		
TASK 3 – CONSUMPTION DETERMINATION			■ ■ ■ ■ ■ ■ ■ ■	
TASK 4 – RECOMMENDED RATE STRUCTURE DETERMINATION				■ ■ ■ ■ ■ ■ ■ ■
TASK 5 – NEW CUSTOMER CONNECTION CHARGES				■ ■ ■ ■ ■ ■ ■ ■
TASK 6 – PROVIDE RED LINE RECOMMENDATIONS FOR CITY ORDINANCE LANGUAGE				■ ■ ■ ■ ■ ■ ■ ■
TASK 7 – PRESENTATION AND REPORTS				■ ■ ■ ■ ■ ■ ■ ■



SECTION 8 – COST PROPOSAL

PRICING INTRODUCTION

Hubbell, Roth & Clark, Inc. (HRC) understands that the City of Birmingham will award the project to responsible, qualified consultants with costs being considered. The HRC Team believes in an open and transparent fee discussion on professional services and fair compensation for our efforts. Fees are proposed to be billed hourly at the rates shown herein, unless previously agreed upon by the City and HRC. If desired, our fees could be invoiced on a cost multiplier basis, a lump sum, or a percent of completion. We look forward to discussing this further with the City of Birmingham but are committed to the submitted materials herein.

BILLING PRACTICE






- HRC is committed to establishing a custom billing procedure for the City of Birmingham within the limitations of our accounting software.
- HRC has computerized in-house financial management software by Deltek that assists in tracking ongoing projects. The cost control system utilizes job and account numbers assigned to each project. Timesheets are completed by each employee, indicating time spent on each project by job number, task, and job title. Employees' timesheets are submitted on a biweekly basis and approved by an Associate or Project Manager. The computerized cost control system prints out employee identification number, staff-hours, and direct payroll cost accumulation on a biweekly basis for each project. Review of the project cost reports versus allocated project costs has been successful in completing projects on time and within budget.
- Generally, municipal clients are invoiced on a monthly basis for the work completed to date with Fiscal Year Ending schedule adjustments as well as any time-sensitive matters such as grant reporting.
- Invoices include the City of Birmingham's project identification (by title and numeric ID) approved budgets, costs to date, budget remaining, staff hours by person or category, and summary notes of the work completed during this period. Comments for staff time can also be added, if desired.
- Monthly Accounts of Project Standings for larger projects are timed to correspond with invoicing cycles that provide additional details.
- Summaries or spreadsheets for smaller projects or tracking sheets for plan reviews can also be prepared and submitted with invoices to inform the City of Birmingham of project status as it relates to billing.

PROJECT FEE TRANSPARENCY

There is no charge for simple email, phone, or text communication between the City and our team members.

Billing rates for HRC include unemployment and payroll taxes, contributions for Social Security, retirement benefits, medical and life insurance benefits, normal printing costs, equipment, mileage, other overhead costs, and profit. We propose billing direct labor costs plus 2.8 multiplier, which is accordance with our current Engineering Services Agreement with the City. Alternative pricing scenarios may be presented if mutually agreed upon by the City of Birmingham and HRC.

WHY OUR CLIENTS CHOOSE HRC

 COMMUNICATION	 DEDICATION	 EXPERTISE	 INNOVATION	 PROJECT MANAGEMENT
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- Wage rates shown are for 2025. Rates will be increased an average of 3% in future years.
- Billable rates for Hubbell, Roth & Clark, Inc. include unemployment and payroll taxes, contributions for Social Security, retirement benefits, medical and life insurance benefits, normal printing costs, telephones, fax, computer time, mileage, other overhead costs, and profit.
- Allowable reimbursable expenses will be invoiced at our cost, which is defined as the direct costs plus 10%.

** This category includes computer, reproduction and administrative staff.

CATEGORY	2025 BILLABLE RATES		
	Hourly Rate	Monthly Rate	Annual Rate
Principal	154.00	-	211.40
Senior Associate/Managing Engineer	176.40	-	211.40
Associate/Managing Engineer	138.60	-	175.00
Manager	124.60	-	167.72
Supervisor	115.36	-	147.00
Senior Project Engineer/Architect/Surveyor	138.04	-	160.16
Project Engineer/Architect/Surveyor	120.40	-	136.36
Staff Engineer/Architect/Surveyor	109.20	-	121.24
Senior Project Analyst	111.44	-	153.44
Project Analyst	105.00	-	114.80
Graduate Analyst	70.84	-	105.56
Graduate Engineer/Architect I/II	92.40	-	115.36
Technical Specialist	115.92	-	116.20
Senior Designer	134.12	-	140.84
Designer	123.76	-	134.96
CADD Technician	64.40	-	124.04
Senior Survey Office Technician	115.92	-	115.92
Survey Party Chief	71.40	-	128.80
Project Representatives	103.60	-	149.24
Senior Construction Observer	82.60	-	103.32
Construction Observer I/II	68.60	-	82.60
Construction – Office Technician	76.44	-	89.60
Testing Coordinator	92.40	-	92.40
Testing Technician	63.84	-	81.48
Administrative Support**	67.76	-	138.04



Task Description	M. MacDonald/ J. Burton		K. Stickel		Engineer		Support		Total Hours	Total Cost
	\$175.00		\$175.00		\$135.00		\$125.00			
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
Task 1 – Historical Data Collection	2	\$350	4	\$700	8	\$1,080	4	\$500	18	\$2,630
Task 2 – Cost of Service Requirement Determination	8	\$1,400	16	\$2,800	40	\$5,400	40	\$5,000	104	\$14,600
Task 3 – Consumption Determination	4	\$700	8	\$1,400	16	\$2,160	24	\$3,000	52	\$7,260
Task 4 – Recommended Rate Structure Determination	8	\$1,400	16	\$2,800	24	\$3,240	8	\$1,000	56	\$8,440
Task 5 – New Customer Connection Charges	8	\$1,400	8	\$1,400	16	\$2,160	8	\$1,000	40	\$5,960
Task 6 – Provide Red Line Recommendation for City Ordinance Language	2	\$350	4	\$700	16	\$2,160	8	\$1,000	30	\$4,210
Task 7 – Presentation and Reports	8	\$1,400	8	\$1,400	16	\$2,160	8	\$1,000	40	\$5,960
TOTAL	40	\$7,000	64	\$11,200	136	\$18,360	100	\$12,500	340	\$49,060



SECTION 9 — EXECUTED CONTRACT AND INSURANCE CERTIFICATE

HRC has reviewed the Agreement for the 2025 Water/Sewer Rate and Connection Fee Study and the insurance requirements contained in the Agreement. HRC has no issues with the Agreement and our Insurance Certificate. A completed and signed copy of the Agreement, and our Insurance Certificate, is included along with our proposal.



AGREEMENT OF THE 2025 WATER / SEWER RATE & CONNECTION FEE STUDY.

THIS AGREEMENT is entered into this _____ day of _____, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and [Hubbell, Roth & Clark, Inc.](#), a _____ (Michigan [Corporation](#)), whose address is [555 Hulet Drive, Bloomfield Hills, MI 48302](#) (hereafter referred to as [Consultant](#)) and the foregoing shall collectively be referred to as the parties, and effective upon the date of the Mayor's signature.

WHEREAS, the City desires to contract services for Water / Sewer rate and Connection Fee study and has requested proposals for 2025 Water / Sewer Rate and Connection Fee Study; and

WHEREAS, consultant has qualifications that meet the project requirements and has provided a response and cost proposal to perform the 2025 Water / Sewer Rate and Connection Fee Study.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1 MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Proposal for 2025 Water / Sewer Rate and Connection Fee Study dated April 14, 2025, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A")

2 TERM: This Agreement shall be through September 30, 2025. The City shall have the right to unilaterally terminate this Agreement, with or without cause, on thirty (30) days written notice. In the event of termination, the Vendor shall receive compensation for services up to the date the termination takes effect and the City shall be entitled to retain and use the results of all services, goods and information prepared by the Vendor through such date.

3 TERMS OF PAYMENT: The consultant will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

4. GOOD MORAL CHARACTER: consultant shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. INSURANCE SUBMISSION REQUIREMENTS: The consultant has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the consultant throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of consultant acceptance of the terms of this Agreement.

6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The consultant acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The consultant recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the consultants agree to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The consultants shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The consultant further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. INDEPENDENT consultant: The consultant and the City agree that the consultant is acting as an independent consultant with respect to the consultant role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the consultant nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the consultant shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The consultant shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. COMPLIANCE WITH LAWS: consultant agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which consultant is subject, Consultant hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without

limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the consultant, either by offset to any amounts due and owing for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; consultant agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the consultant and any entity or person for whom the consultant is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the consultant including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

11. STANDARD INSURANCE REQUIREMENTS:

The consultant shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: consultant shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: consultant shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole

proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: consultant shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent consultant Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Consultant shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, consultant shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

F. Proof of Insurance Coverage: consultant shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;

- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

G. Maintaining Insurance: Upon failure of the Consultant to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12 WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Melissa A. Coatta, P.E. City Engineer

Consultant: Hubbell, Roth & Clark, Inc.
555 Hulet Drive
Bloomfield Hills, MI 48302

Attn: Michael C. MacDonald, PE, Vice President

13 AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

14 WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

15 COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of consultant agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the consultant

shall not constitute a part of this Agreement. The term “agreement” as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

16. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the consultant, the City shall have the right to terminate this Agreement without further liability to the consultant if the disqualification has not been removed within thirty (30) days after the City has given the consultant notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

17. FAILURE TO PERFORM. If consultant fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

18. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party’s claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator’s and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

19. RESPONSE TO REQUESTS FOR PROPOSALS: The consultant shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated May 1 , 2025 to the City’s Request for Proposals dated May 1, 2025. In the event of a conflict in any of the terms of this Agreement and the consultant May 1 , 2025 response, the terms of this Agreement shall prevail. (Attached hereto as Attachment “B.”)

20. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and consultant, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Hubbell, Roth & Clark, Inc. (Consultant)
By: [Signature]
Its: Vice President/Secretary

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 1st day of May, 2025 before me personally appeared Michael MacDonald, who acknowledged that with authority on behalf of Hubbell, Roth & Clark, Inc do so he/she signed this Agreement.

[Signature]
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 9/27/2030



CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor
Dated: _____

By: _____
Alexandria D. Bingham, City Clerk
Dated: _____

APPROVED:

Jana L. Ecker, City Manager
(Approved as to substance)

Melissa A. Coatta, City Engineer
(Approved as to substance)

Mary M. Kucharek, City Attorney
(Approved as to form)

Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/03/2025

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

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

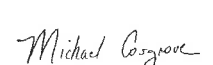
PRODUCER Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861	CONTACT NAME: Certs@pciaonline.com PHONE (A/C, No, Ext): (800) 969-4041 FAX (A/C, No): (800) 969-4081 E-MAIL ADDRESS: Certs@pciaonline.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>THE PHOENIX INSURANCE COMPANY</td> <td>25623</td> </tr> <tr> <td>INSURER B :</td> <td>THE STANDARD FIRE INSURANCE COMPANY</td> <td>19070</td> </tr> <tr> <td>INSURER C :</td> <td>TRAVELERS PROPERTY CASUALTY CO. OF AMERIC</td> <td>25674</td> </tr> <tr> <td>INSURER D :</td> <td>XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORING COVERAGE		NAIC #	INSURER A :	THE PHOENIX INSURANCE COMPANY	25623	INSURER B :	THE STANDARD FIRE INSURANCE COMPANY	19070	INSURER C :	TRAVELERS PROPERTY CASUALTY CO. OF AMERIC	25674	INSURER D :	XL Specialty Insurance Company	37885	INSURER E :			INSURER F :	
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INSURER E :																					
INSURER F :																					
INSURED Hubbell Roth & Clark Inc, 555 Hulet Dr Bloomfield Hills MI 48302-0360																					

COVERAGES **CERTIFICATE NUMBER:** 24-25 All **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	6808W1614212447	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	BA8W1770252447	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired & Non-Owned \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEO <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8W2461032447	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB8W2248912447	06/30/2024	06/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Pollution Liability			DPR5030348	07/01/2024	07/01/2025	Per Claim 5,000,000 Ann Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are considered additional insured's with respects to general and auto liability coverages as long as required within a written contract. Coverage is considered primary and non-contributory on the general liability coverage.

CERTIFICATE HOLDER City of Birmingham 151 Martin Street Birmingham MI 48303	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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**ENGINEERING.
ENVIRONMENT.
EXCELLENCE.**





MEMORANDUM

Engineering Department

DATE: June 2, 2025

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer
Scott D. Zielinski, Director of DPS

SUBJECT: Quarton Lake Maintenance Dredging Project
Contract #15-24 (M) Contract Award

INTRODUCTION:

The City received four (4) bids for the Quarton Lake Maintenance Dredging Project #15-24 (M) and recommends awarding this contract to Mid-American Granite Inc., dba Mid-American Group.

BACKGROUND:

In 2002, the City completed a large dredging project on Quarton Lake. The previous dredging at the lake occurred in the 1970s. Part of this project included installing a silt trap at the north end of the lake to allow future sedimentation to occur in that area, rather than having it flow into the entire lake. In 2012, the City completed an annual 5-year dredging project at the north end of the lake. During this project, a grass paver drying bed and driveway approach was installed to help with future dredging projects, and plantings were installed to screen this area from Oak Street and Lake Park Drive.

The City solicited bids on February 20, 2025 for a five (5) year annual dredging program for Quarton Lake. The project scope includes dredging 380 cubic feet of material from the lake annually, letting the material dry, and disposing of it at a landfill. The Engineering Department opened bids on March 20, 2025, and received four (4) bids, with details listed in the attached summary. The lowest bidder was Mid-American Group, which has previously completed similar work in other communities, and City staff is confident they are qualified to perform the work.

As required for all City construction projects, Mid-American Group has submitted a 5% bid surety with their bid which will be forfeited if they do not provide signed contracts, bonds, and insurance required by the contract.

LEGAL REVIEW:

The City Attorney has reviewed and approved the City's standard RFP and contract language used for bidding this project. The City Attorney has no objection to the suggested Commission action.

FISCAL IMPACT:

The project is budgeted for five (5) fiscal years starting in FY 2024-2025. The total construction cost for the project is estimated to be \$652,309.13, which includes Mid-American Group’s bid amount of \$593,008.29 and a 10% construction contingency. The project will be funded out of the following account:

Fund Account	Fund ID Number	Project Award	10% Contingencies	Total
Quarton Lake Maintenance	101.0-751.000-935.0300	\$593,008.29	\$59,300.83	\$652,309.13

SUSTAINABILITY:

Yearly dredging of the upstream portion of Quarton Lake prevents sediment from traveling downstream into the main portion of the lake and near the dam structure.

DESIGN CONSIDERATIONS:

The plan and specifications were designed per the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

PUBLIC COMMUNICATIONS:

Communication with property owners in the project area will be included in the general project announcement.

SUMMARY:

The Engineering Department and Department of Public Services recommend the Quarton Lake Maintenance Dredging Project Contract #15-24 (M) be awarded to Mid-American Group.

ATTACHMENTS:

- Project Area Map
- Bid Summary
- Hubbell, Roth & Clark Recommendation Letter
- Contract Book

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to award the Quarton Lake Maintenance Dredging Project Contract #15-24 (M) to Mid-American Group in the amount of \$593,008.29 plus a 10% contingency for a total of \$652,309.13. In addition, to authorize the Mayor and Clerk to sign the agreement on behalf of the City contingent upon execution of the agreement and meeting all the insurance and bond requirements by Mid-American Group.

Quarton Lake Maintenance Dredging Project



Mid-American Gunitite, Inc
dba Mid-American Group
 8475 Port Sunlight Road
 Newport, MI 48166
 Phone: (734) 586-8868

Watersolve, LLC
 5031 68th Street SE
 Caledonia, MI 49316
 Phone: (616) 575-8693

Anglin Civil LLC
 13000 Newburgh Road.
 Livonia, MI 48150
 Phone: (734) 464-2600

M-K Construction co., Inc.
 18388 Dix Toledo
 Brownstown, MI 48193
 Phone: (734) 283-4637

Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1. Mobilization (Maximumum 5%)	1	LS	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$22,000.00	\$22,000.00	\$60,000.00	\$60,000.00
2. Traffic Maintenance and Control	1	LS	\$2,000.00	\$2,000.00	\$8,500.00	\$8,500.00	\$14,625.00	\$14,625.00	\$21,600.00	\$21,600.00
3. Geotextile Catch Basin Inserts	8	EA	\$200.00	\$1,600.00	\$250.00	\$2,000.00	\$292.50	\$2,340.00	\$7,835.00	\$62,680.00
4. Geotextile Filter Bags	1	LS	\$8,000.00	\$8,000.00	\$4,600.00	\$4,600.00	\$40,950.00	\$40,950.00	\$259,443.00	\$259,443.00
5. Runoff Control System	1	LS	\$2,000.00	\$2,000.00	\$7,850.00	\$7,850.00	\$40,950.00	\$40,950.00	\$80,331.00	\$80,331.00
6. Floating Turbidity Curtain	200	LF	\$27.50	\$5,500.00	\$25.00	\$5,000.00	\$128.70	\$25,740.00	\$240.00	\$48,000.00
7. Lake Sediment Dredging, Dewatering, and Related Equipment Materials	380	CYD	\$150.00	\$57,000.00	\$125.00	\$47,500.00	\$585.00	\$222,300.00	\$1,798.00	\$683,240.00
8. Lake Sediment Transport & Landfill	190	CYD	\$81.50	\$15,485.00 *	\$131.00	\$24,890.00	\$175.50	\$33,345.00	\$832.00	\$158,080.00
9. Staging are Restoration	1	LS	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00	\$40,950.00	\$40,950.00	\$72,339.00	\$72,339.00
TOTAL BID AMOUNT				\$110,585.00 *		\$111,340.00		\$443,200.00		\$1,445,713.00
July 15, 2026 through October 31, 2026			3.5% Increase	\$114,455.48 *	5.0% Increase	\$116,907.00	3.0% Increase	\$456,496.00	7.0% Increase	\$1,546,912.91
July 15, 2026 through October 31, 2027			3.5% Increase	\$118,461.42 *	5.0% Increase	\$122,752.35	3.0% Increase	\$470,190.88	7.0% Increase	\$1,655,196.81
July 15, 2026 through October 31, 2028			3.5% Increase	\$122,607.57 *	5.0% Increase	\$128,889.97	3.0% Increase	\$484,296.61	7.0% Increase	\$1,771,060.59
July 15, 2026 through October 31, 2029			3.5% Increase	\$126,898.83 *	5.0% Increase	\$135,334.47	3.0% Increase	\$498,825.50	7.0% Increase	\$1,895,034.83
TOTAL CONTRACT AMOUNT				\$593,008.29 *		\$615,223.78		\$2,353,008.99		\$8,313,918.15

ENGINEER: Nancy Kolinski
 Hubbell, Roth & Clark, Inc.
 555 Hulet Drive
 Bloomfield Hills, MI 48303

Corrected by Engineer *



555 Hulet Drive
Bloomfield Hills, MI 48302-0360

248-454-6300

www.hrcengr.com



March 28, 2025

City of Birmingham
Department of Engineering
151 Martin Street
Birmingham, Michigan 48009

Attn: Ms. Melissa Coatta, P.E.

Re: Letter of Recommendation for Award
Quarton Lake Maintenance Dredging Project
Birmingham Project Contract No. 15-24 (M)

HRC Job No. 20240138

Dear Ms. Coatta,

We have reviewed the bids received March 20, 2025, for the above-referenced project. A total of four (4) bids were received. The bid tabulation is attached. The apparent low bidder was Mid-American Gunite dba Mid-American Group of Newport, Michigan with a total bid of **\$110,600.00** for year one of the dredging contract and increasing by 3.5% for every subsequent year.

Mid-American Gunite dba Mid-American Group is a contractor experienced in dredging and has submitted satisfactory references. We have verified references, and Mid-American Gunite dba Mid-American Group has demonstrated ample experience with the work included in this project.

Based on the above, HRC recommends awarding the contract to Mid-American Gunite dba Mid-American Group, 8475 Port Sunlight Rd, Newport, MI 48166, in the amount of \$110,600.00, subject to the submission of the necessary bonds and insurance that comply with the contract specifications.

If you have any questions or need additional information, please feel free to contact me.

Sincerely,

HUBBELL, ROTH & CLARK, INC.

Nancy J. Kolinski, P.E.
Associate

Attachment: Bid Tab

pc: Birmingham; Cory Borton, P.E., Scott Zielinski, Carrie Laird
HRC; Jamie Burton, P.E., S. Bryan, J. Surhigh, P.E.

**2025 - 2029 QUARTON LAKE
MAINTENANCE DREDGING**

CONTRACT # 15-24 (M)



**CITY OF BIRMINGHAM
ENGINEERING DEPARTMENT**

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**ADDENDUM NO. 1
TO SPECIFICATIONS AND PLANS
2025 – 2029 QUARTON LAKE MAINTENANCE DREDGING
BIRMINGHAM, MICHIGAN**

ISSUED: March 11, 2025

HRC Job No. 20240138

This Addendum is issued prior to receipt of proposals to provide for certain changes and clarifications to the Specifications and/or the Drawings, as herein specified, and is hereby made a part of the Contract Documents and shall be taken into consideration in preparing the Proposal. All other conditions remain the same. **The Proposer shall acknowledge the receipt of this Addendum by signing below, including this with their proposals, and completing the Addenda section on Page 1 of the Proposal Form.** Failure to utilize the Addendum No. 1 Proposal Form in the submission of the proposal may be justification for the proposal being rejected as non-responsive.

The following lists the extent of this Addendum. Descriptions of the changes or clarifications are given within each heading.

GENERAL

- The Meeting Minutes from the Pre-Bid meeting are included at the end of this document.

SPECIFICATIONS & DRAWINGS

No Changes

QUESTIONS

1. Has work similar to this been done in the project location before? – **Yes.**

ATTACHMENTS:

1. Pre-bid meeting minutes, 2 PAGES
2. Pre-bid sign in sheet, 1 PAGE

Received and Acknowledged By:

Company: Mid-American Gunite

Signature: 

Printed Name: Joe Calhoun

Title: General Manager

Date: 4/4/25



Pre-bid Meeting Minutes

2024-2029 Quarton Lake Maintenance Dredging

City of Birmingham

Date: March 4, 2025

HRC Job No. 20240138

Time: 10:00 AM

Meeting Location: On-site Quarton Lake

AGENDA ITEMS

1. **Introductions & Attendance Sheet** – Introductions made and sign in distributed. Sign-in sheet is attached.
2. **Contacts**
 - a. Nancy Kolinski and Sean Bryan – HRC Contacts
 - b. Cory Borton (Primary) – Birmingham Contact
3. **Project Discussion**
 - a. This project will be a 5-year long contract to remove ± 500 cyds of sediment yearly. The last dredging was 2017-2018.
 - b. Launch will be from Lakeside Drive. Contractor to restore all disturbed areas.
 - c. There is an existing area constructed as a decanting site on the northwest side of the bridge. This area has grass pavers and will accommodate decant bags and construction equipment. The grass paver area is approximately 60' by 70'. The contractor is also to restore the area after each phase is complete.
 - d. In previous years, the pump line was run under the bridge into a sediment dewatering bag. All flows leaving the decant bag shall be non-erosive velocities, preferably sheet flow.
 - e. Install sediment and soil erosion control measures per plan.
 - f. Sediment disposal is an offsite landfill
 - g. Truck Route – Woodward Ave to Oak Ave, Oak Ave to Chesterfield Ave to Quarton Rd.
 - h. Work Hours – Between 7 AM and 7 PM. This project is in the middle of a subdivision – work hours must be followed. Ensure no construction activity or construction noises (equipment warm-up, engine sounds, etc.) occur outside of work hours.
 - i. After the review of the bids, a tentative letter to award will be issued to the successful contractor. Executed contract books must be submitted to the City Council for their award in May. This requires a quick review time for bonds and insurance. **CONTRACTORS SHOULD REVIEW INSURANCE REQUIREMENTS IN THEIR ENTIRETY AND SUBMIT FULL INSURANCE POLICY.**
 - j. There may be old irrigation/ fountain piping in the lake. Any debris can be removed and disposed of properly.
 - k. There are fish habitats in the lake. Try to avoid it if possible.
 - l. The lake is being sprayed for lily pads in the beginning of July. The allowable start date is July 15th.
 - b. Measurement of sediment removed – Refer to specifications.
 - a. Per specifications, payment shall be made by cubic yards removed with the quantity to be determined by measuring dewatered spoils by cubic yards trucked offsite. The Contractor and Engineer shall agree on quantities prior to disposal.

- c. Pay Application procedures – Contractor to submit pay application to HRC for review. After reviewing, HRC will submit the information to the City. Pay Apps will not need to go to the council.
- d. Permits
 - a. EGLE Permit issued – Nov. 18, 2024, to Nov. 18, 2029. No work shall be performed between March 1 and June 30.
 - b. City of Birmingham – SESC Permit (Contractor to apply at no cost)
- e. Schedule
 - a. Bids Due – 2:00 PM, March 20 at the office of the City Clerk (151 Martin Street, Birmingham, Michigan)
 - b. Executed contracts and insurance due to City– April 14
 - c. City Council Contract Award – May 5
 - d. Start of Construction – July 15



HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

MEETING SIGN-IN SHEET

Project: 2025 - 2029 Quarton Lake Maintenance Dredging Location: Quarton Lake

Purpose: Pre-Bid Meeting Date/Time: March 4, 2025

	NAME	REPRESENTING	PHONE	E-MAIL
1.	Tuber DYC	Anglin civil	810-931-1762	T.DYE@anglincivil.com
2.	Brian McAuley	The King Co. Inc	231-206-3631	Brian M @ kingco.us
3.	BRENDAN McBRIDE	DPS	248-417-7773	BMcBRIDE@DPSMI.com
4.	Arnie Laird	DPS	248-765-9131	clalrd@bhamgov.org
5.	Cory Burton	Birmingham	248-530-1838	cbart@bhamgov.org
6.	Sean Bryan	HRC	248-309-1623	SBryan@HRCeng.com
7.	Nancy Kolinski	HRC	248-484-6803	N.Kolinski@HRCeng.com
8.				
9.				
10.				
11.				
12.				
	NAME	REPRESENTING		E-MAIL

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END OF SECTION

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SECTION 00100

ADVERTISEMENT FOR BIDS

2025-2029 QUARTON LAKE MAINTENANCE DREDGING

CONTRACT # 15-24 (M)

CITY OF BIRMINGHAM, MI

Sealed proposals endorsed "2025-2029 QUARTON LAKE MAINTENANCE DREDGING Contract # 15-25 (M) be received from contractors by the City of Birmingham, at the office of the City Clerk, located at 151 Martin Street, Birmingham, Michigan, **until 2:00 p.m., on Thursday, March 20, 2025.** **The proposals will be publicly read aloud at that time.** Bids submitted after the exact time specified for receipt will not be considered.

The project will consist of:

Hydraulic dredging and dewatering, of approximately 380 cyds and disposal of approximately 190 cyds per year for five (5) years of accumulated sediment from Quarton Lake;

Soil erosion control measures including turbidity curtain, catch basin inserts, silt fence, and straw blanket;
Other miscellaneous items of work including site restoration.

Bidders shall review and comply with all Contract Documents, and supplemental information, as defined in the Instructions For Bidders.

Bidding documents for this project must be obtained electronically through the Michigan Inter-governmental Trade Network (MITN), which may be accessed at <https://www.bidnetdirect.com/mitn>. Vendors wishing to obtain copies of the bidding documents will need to register through the MITN website. Electronic versions of bidding documents will be posted to MITN starting **Thursday, February 20, 2025.** All questions are due to nkolinski@hrcengr.com by **10:00 am, March 06, 2025.**

An optional pre-bid meeting will be held on March 04, 2024, at 10:00 a.m. in the City of Birmingham, at the northeast corner of Oak Avenue and Lake Park Drive.

The successful bidder shall be required to post bonds, and to comply with the contract requirements of the City Charter. Bids are firm, and no bid may be withdrawn for a period of sixty (60) days after opening of bids.

Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham. The City reserves the right to reject any and all bid proposals, to waive any irregularity in any of the bid proposals submitted, and to accept any proposal which it shall deem to be the most favorable to the interest of the City.

A certified check or bid bond in the amount of five percent (5%) of the base bid must accompany each bid proposal.

ALEXANDRIA BINGHAM
CITY CLERK

Published in:
MITN

END OF SECTION

SECTION 00200

INSTRUCTIONS TO BIDDERS

1. CONTRACT PRICE

Proposals are solicited on the basis of unit prices and/or lump sum prices which are to be clearly set forth in the Proposal Form. The final contract price on the accepted proposal will be determined by multiplying the number, or fraction thereof, units of work actually performed, or labor, material, or appliances actually supplied by the price designated for such items in the proposal. The total bid figure on the proposal form is merely for purposes of estimating and comparing costs, and under no circumstances on unit price contracts does it constitute or imply the total contract price.

This bid is for a five (5) year maintenance program. The unit prices indicated above as well as the time of completion as stated in these bid documents are for 2025. The contractor will provide a yearly price increase for inflation in the proposal.

2. FORM OF PROPOSAL

All proposals must be made in the form attached hereto.

All prices stated in the proposals must be plainly written in figures.

All information called for on the proposal must be furnished to enable a fair comparison of the bids.

The place of residence of each bidder, or the official address in the case of a firm or company, with county and state, must be given with the signature.

Each proposal must be enclosed in a sealed envelope addressed to the City Clerk of the City of Birmingham, and endorsed upon the outside with the name of the project, as it appears in the advertisement for bids.

QUESTIONS REGARDING THE CONTRACT DOCUMENTS

All questions about meaning or intent of Contract Documents shall be submitted to the Engineer in writing, no later than **10:00 AM Thursday, March 06, 2025**. Address written inquiries to:

Nancy J. Kolinski, P.E.
Hubbell, Roth & Clark
Email: nkolinski@hrcengr.com

- A. Replies will be issued by Addenda delivered to all parties recorded by as having received Contract Documents for Bidding. Questions after **2:00 PM Tuesday, March 11, 2025**, will

not be answered. Only answers contained in formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Any Addendum issued during pre-bid period shall be included in the Bid, shall become part of Contract Documents, and shall be acknowledged on Bid Form.

3. CONFORMITY TO PLANS AND SPECIFICATIONS

Proposals must be made in full conformity to all the conditions, as set forth in the plans and specifications for the work now on file in the office of the City Engineer.

4. AGENCY

Anyone signing a proposal as agent of another or others, must submit with the proposal, legal evidence of his authority to do so.

5. LEGAL STATUS OF BIDDER

The legal status of the bidder, that is, as a corporation, a partnership or an individual, must be stated in the proposal. A corporation bidder must name the state in which its articles of incorporation are held, and must give title of the official having authority under the bylaws to sign contracts. A partnership bidder must give the full names and addresses of all partners.

6. CERTIFIED CHECK, BIDDER'S BOND OR BANK DRAFT

Each proposal must be accompanied by a certified check, bidder's bond or bank draft in an amount not less than five (5) percent of the total price, drawn to the order of the City of Birmingham, as a guarantee of good faith on the part of the bidder and subject to the conditions stipulated in the proposal form.

No proposal shall be withdrawn for a period of sixty (60) days after the date set for the opening of bids.

A single check, bond or draft may serve to cover two (2) or more alternative proposals when such alternative proposals are submitted by the same bidder.

The bid deposit of all except the three (3) lowest bidders will be returned within three (3) weeks after the opening of bids. The bid deposit of the three (3) lowest bidders will be returned within two (2) weeks after the contract has been executed by both parties.

7. OBLIGATION TO EXECUTE CONTRACT

The bidder whose proposal is accepted will be required to execute the contract, and to furnish sureties hereafter specified, **By April 14, 2025**, after receiving notice of such acceptance; and in case of his refusal or failure to do so, he shall be considered to have abandoned all his rights and interest in the award, and his bid deposit may be declared to be forfeited to the City, as liquidated damages and not a penalty, and the contract may be awarded to another.

This bid is for a five (5) year maintenance program. Time of completion for each year of maintenance will be discussed and agreed upon by both Contractor and Owner.

8. BONDS

The successful bidder will be required to furnish two (2) bonds, each on the forms provided as follows:

1. A **Performance Bond** in an amount not less than 100% of the annual contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
2. A **Payment Bond** for labor or material running to the claimants, which is defined in MCL §129.206 as those persons supplying labor or materials to the principal contractor or subcontractors in the prosecution of the work provided for in this contract in an amount not less than 100% of the annual contract price for the protection of those persons supplying labor, materials or both.

The cost of providing these bonds shall be borne by the Contractor incidental to the other work of this contract.

9. INDEMNITY

The Contractor shall indemnify the City of Birmingham in accordance with the INDEMNITY section set forth in the General Requirements.

10. INSURANCE

The Contractor shall not commence work under this contract until he has obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham. Contractor shall provide the following insurance coverages with all costs associated with them incidental to the other work of this project:

1. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$3,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
3. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with

limits of liability of not less than **\$3,000,000** per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement starting the following shall be *Additional Insureds.*: Hubbell, Roth, and Clark, Inc. and the City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any coverage that may be available to the additional insured, whether any other available coverage be primary, contributing or excess.
5. **Pollution Liability Insurance:** Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
6. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
7. **Owners Contractors Protective Liability:** The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than **\$3,000,000** per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
8. **Proof of Insurance Coverage:** The Contractor shall provide the City of Birmingham at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below:
 - a. Two (2) copies of Certificate of Insurance for Workers' Compensation;
 - b. Two (2) copies of Certificate of Insurance for Commercial General Liability;
 - c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - d. Original policy, or original binder pending issuance of policy, for Owners Contractors Protective Liability Insurance;
 - e. If so requested, Certified Copies of all policies mentioned above will be furnished.
9. **Coverage Expiration:** If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least ten (10) days prior to the expiration date.
10. **Maintaining Insurance:** The CONTRACTOR also agrees to provide all insurance coverage as specified. Upon failure of the CONTRACTOR to obtain or maintain such insurance coverage for the term of the agreement, the City of Birmingham may, at its option, purchase

such coverage from the contract amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

11. EXAMINATION OF SITE

It is expected that each bidder will make a personal examination of the entire site of the proposed work, and of its surroundings. It will be assumed that each bidder, before offering his proposal, has obtained first hand information concerning any probable interference and the available facilities for transporting, handling and storing of construction equipment and materials, and concerning other conditions which may affect his work.

12. LEGAL CONDITIONS

Bidders are notified that they should acquaint themselves with the various provisions in the laws of the State of Michigan, and in the ordinances and regulations of the City of Birmingham and Oakland County, with respect to the carrying on of public improvements.

13. BIDDER'S ABILITY

It is the intention of the City to award the contract for this job to a contractor whose construction skill and financial resources are fully equal to the task of prosecuting the work in a satisfactory manner, and of bringing it to completion within the time limit specified. With this end in view, the Proposal form calls for at least three (3) references concerning their ability to do this particular class of work, and a reference list of the last five (5) projects, including those not completed or currently being performed. The mere ability to offer bonds will not be taken as sufficient evidence of responsibility on the part of the bidder. If the contract is awarded to an out-of-state or foreign company, a certificate of authority to do business in this state must accompany executed contract.

14. PAYMENTS

Partial payments will be made monthly to the Contractor during the satisfactory progress of the working accordance with the Payments section of the General Requirements.

15. RIGHT TO ACCEPT, REJECT AND TO WAIVE DEFECTS

The City reserves the right to accept any proposal, to reject any or all proposals, and to waive any defect or irregularity in any proposal, if it appears advantageous to the City to do so.

In particular, any alterations, erasure or interlineation in the Specifications which are made a part, specifically, of these instruments, or of the Form of Proposal, shall render the accompanying proposal irregular and subject to rejection by the City. In case any explanation, additions or alterations are to be offered, they shall be indicated on separate sheets attached to the proposal form and referred to therein.

Proposals which are clearly unbalanced, will also be considered as irregular, and will be subject to instant rejection by the City.

16. STATEMENT OF QUANTITIES

The quantities of the pay items listed within the proposal shows the Engineer's estimate of the quantities involved in the job, and bids will be computed, tested and compared by the quantities given in this statement. Although estimated carefully, and with as much accuracy as practicable beforehand, these quantities are not to be taken as defining or limiting the amount of work to be done under the contract, but rather as information furnished the bidders concerning the approximate extent of the times, and as a basis for comparing bids.

END OF SECTION

SECTION 00210

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1. TIME OF COMPLETION

All work on this contract for the first year of the dredging program shall be completed by October 01, 2025. Contract award is anticipated in May 05, 2025. Substantial completion completed by October 1, 2025 with final completion by November 01, 2025.

Notice to award	March 28, 2025
Notice to proceed	May 06, 2025
Start of Construction	July 21, 2025
Substantial completion	October 01, 2025
Watering	2 weeks following seeding + 4 days per Plans
Planting Guarantee	1 Year following provisional acceptance
Final completion	November 01, 2025

Per EGLE Part 301 permit, no work is permitted between March 01st through June 30th.

This bid is for a five (5) year maintenance period. The unit prices indicated above as well as the time of completion as stated in these bid documents are for the first year. The contractor will provide a yearly price increase to account for inflation in the proposal.

2. LIQUIDATED DAMAGES

The contractor shall pay to the City of Birmingham as liquidated damages, the sum of \$500 per day for each calendar day after the time period specified under "Time of Completion" that the work to be performed by the contractor is not completed. Liquidated damages are established to compensate the City and the public, for the costs of the inconvenience caused by the contractor by extending the work beyond the time specified. Liquidated damages are not in place of actual damages, which the City of Birmingham might sustain, and are not intended as a penalty.

3. CONTRACTOR SUPERVISION

The contractor shall have a competent superintendent or foreman available at all times, authorized to act for the contractor as agent on the work, who thoroughly understands the plans and specifications, and who shall receive instructions from the engineer. The superintendent or foreman shall be responsible for all subcontractors. The superintendent or foreman shall be designated by name prior to commencement of the work, and shall be available ON SITE for proper management of the project for the duration of the contract, regardless of whether or not the contractor or subcontractors are engaged in activity on the project.

4. WORK AREA

The contractor for this project shall be alert to the fact that the work areas are very visible to the public, and that their work operations have a direct impact on a large number of people on a

daily basis. The work shall be organized to reduce the number of work days to a minimum. Also, the contractor shall keep the work area as orderly, clean and dust-free as practical at all times.

THIS SECTION INTENTIONALLY LEFT BLANK

END OF SECTION

SECTION 00400 – PROPOSAL
2025-2029 QUARTON LAKE MAINTENANCE DREDGING PROJECT
CONTRACT # 15-24 (M)

TO THE CITY OF BIRMINGHAM, MICHIGAN:

The undersigned, being familiarized with the local conditions affecting the cost of the work and the Contract Documents including all those sections listed in the Index, hereby proposes to perform everything noted herein and to provide and furnish all labor, materials, except as otherwise specified, necessary to construct and complete in a workmanlike manner all of the work required to be performed for the **2025-2029 Quarton Lake Maintenance Dredging Project, Contract #15-24 (M)** in conformance with the requirements shown or implied in the above contract documents all of which are hereby made a part of this contract at the following unit price as here stated and further defined in the specifications.

Type text list

Bidder has examined copies of all Contract Documents and of following addenda:

Date	Addendum Number
<u>03/17/25</u>	<u>No. 1</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Bidder must write out in words the unit price of each item on the line provided under each pay item.

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
1.	MOBILIZATION (MAXIMUM 5%)	1	LS	\$4000.00	\$4,000.00
2.	TRAFFIC MAINTENANCE AND CONTROL	1	LS	\$2,000.00	\$2,000.00
3.	GEOTEXTILE CATCH BASIN INSERTS	8	EA	\$200.00	\$1,600.00
4.	GEOTEXTILE FILTER BAGS	1	LS	\$8,000.00	\$8,000.00
5.	RUNOFF CONTROL SYSTEM	1	LS	\$2,000.00	\$2,000.00
6.	FLOATING TURBIDITY CURTAIN	200	LF	\$27.50	\$5,500.00

Hubbell, Roth & Clark, Inc.
 Job No. 20240138

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
7.	LAKE SEDIMENT DREDGING, DEWATERING, AND RELATED EQUIPMENT /MATERIALS	380	CYD	\$150.00	\$57,000.00
8.	LAKE SEDIMENT TRANSPORT & DISPOSAL IN A TYPE II LANDFILL	190	CYD	\$81.50	\$15,500.00 \$15,485 *
9.	STAGING AREA RESTORATION	1	LS	\$15,000.00	\$15,000.00

TOTAL BID:

~~\$110,600.00~~ **\$110,585 ***

For the additional years of the contract, please provide an increase in your unit pricing based upon a percentage to account for inflation.

July 15, 2026 through October 31, 2026 3.5 % increase in unit
pricing 3.5 % increase in
July 15, 2027 through October 31, 2027
unit pricing 3.5 % increase
July 15, 2028 through October 31, 2028
in unit pricing 3.5 %
July 15, 2029 through October 31, 2029

Firm Name MidAmericanGulmit.e, increase in unit pricing _____

Authorized Signature  Date 3/17/25

Accompanying this proposal is a certified check, bid bond or bank draft in the amount of five (5) percent of the total bid, payable to the City of Birmingham, Michigan, which it is agreed will be forfeited to the City of Birmingham if the undersigned fails to enter into a contract in conformity with the form of contract incorporated herein, and insurance as specified within twenty-one (21) days after contract awarded to the undersigned or withdraws this bid within sixty (60) days of the date hereof.

In submitting this bid, it is understood that the right is reserved by the City of Birmingham, Michigan to reject any or all bids.

The undersigned hereby agrees to execute a contract with the City of Birmingham, Michigan according to the forms attached hereto and furnish the required bonds and certificates of insurance, all within thirty (30) days after the award of the contract; and will fully complete all work as stated under TIME OF COMPLETION and LIQUIDATED DAMAGES in Supplemental Instructions to Bidders.

Corrected by Engineer *

The Bidder will identify the business entity as individuals, or if doing business under assumed name, indicate assumed name, partnership (naming partners) and indicate official capacity of persons executing proposal and bid.

Contractor's Name Mid-American Gunite, Inc.dba Mid-American Group

Street Address 8475 Port Sunlight Rd

City Newport County Monroe

State/Zip Code Michigan/48166

Telephone 734-586-8868 FAX 734-586-8970

Date 03/17/2025

Signed by 

Print Name Joe Calhoun

Title COO

If a corporation, give state in which incorporated Michigan

Witnessed: Mario F. Tavaréz

Print Mario F. Tavaréz

Name of Superintendent Chris Russ

Supervision & time sequence according to the General Requirements

Give below at least three references as to ability to do work proposed.

Name Ron Freeman Address 12881 W. Dean Rd, Temperance ,MI 48182

Firm DTE Telephone 909-253-6256

Name Leo Slansky Address 5720 E Schaff Rd, Independence, OH 44131

Firm Independence Telephone 216-244-6122

Name Kris Myslinski Address 13000 Highridge Dr, Brighton, MI 48114

Firm Huron-Clinton Metro Park Authority Telephone: 810-494-6021

Give below the last five projects worked on, including those currently in progress, in chronological order. The names need not all be different from those listed above:

Project #1: Name of Project: Trenton Channel

Date Started October 2024 Finished April 1st 2025

Name Leo Slansky Address 4695 W. Jefferson Ave, Trenton, MI 48183

Firm Independence Telephone 216-244-6122

Project #2: Name of Project: DTE Fermi II Jetty Resloration

Date Started October 2019 Finished Janurary 2024

Name Ronald Freeman Address 5998 Enrico Fermi Dr #5796. Newport, MI 48166

Firm DTE Telephone 734-302-4800

Project #3: Name of Project: Huron Metro Park Marsh Dredging

Date Started September 2021 Finished November 2021

Name Kris Myslinski Address 32481 W Jefferson Ave, Brownstown, MI 48173

Firm Huron-Clinton Metro Park Authority Telephone 810-494-6021

Project #4: Name of Project: Fellows Creek

Date Started Feb 2021 Finished March 2021

Name Brad Sharp Address _____

Firm City of Canton Telephone 734-394-5120

Project #5: Name of Project: DTE Fermi II Circ Water Pond

Date Started October 2021 Finished December 2021

Name Ronald Freeman Address 5998 Enrico Fermi Dr #5796. Newport, MI 48166

Firm DTE Telephone 734-302-4800

Give below all the subcontractors to be used on the project: If additional space is necessary, please use the back of this page. Should the contractor wish to use any subcontractors that are not on this list after award, the contractor shall submit a written request to the Engineer and obtain authorization for same, prior to proceeding. All subcontractors not listed must receive written approval from the City of Birmingham, prior to working on this project.

Name N/A Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

END OF SECTION

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Mid-American Gunite, Inc., dba Mid-American Group 8475 Port Sunlight Rd., Newport, MI 48166

as Principal, hereinafter called the Principal, and Developers Surety and Indemnity Company 59 Maiden Lane, 43rd Floor, New York, NY 10036

a corporation duly organized under the laws of the State of California

as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Birmingham Michigan 151 Main Street, Birmingham, MI 48009

as Obligee, hereinafter called the Obligee, in the sum of
Five Percent of the Attached Bid Dollars (\$ 5% of the Attached).

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

WHEREAS, the Principal has submitted a bid for _____

2025-2029 Quanton Lake Maintenance Dredging Project - Work Description: Dredge 380 CYD each year

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th of March, 2025.

(Witness) [Signature]

(Witness) [Signature]

Mid-American Gunite, Inc., dba Mid-American Group

[Signature] (Seal)
(Title)

Developers Surety and Indemnity Company 59 Maiden Lane, 43rd Floor, New York, NY 10036

[Signature] (Seal)
(Title)

Cheryl Hughes, Attorney-in-fact

**POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Barry W. Berman, Cheryl Hughes and Colleen M. Berman

of Novi, MI

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective August 10, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023:

RESOLVED, that Sain Zaza, President, Surety Underwriting, James Holt, Vice President, Surety Underwriting, and Clara Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: [Signature]
Printed Name: Sain Zaza
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Pham personally appeared Sain Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature: [Signature]



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:
By: Barry W. Moses Barry W. Moses, Assistant Secretary
DocuSign Envelope ID: 3352BFD6-5E9D-4796-837E-C1E455E6530F

POA No. N/A

Ed 0323

Signed and sealed this 20th day of March, 2025

SECTION 00500

AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2025 by and between the CITY OF BIRMINGHAM, Oakland County, Michigan, hereinafter called the “City”, and **Mid-American Gunite, Inc dba Mid-American Group** of the City of **Newport**, County of **Monroe**, State of **Michigan**, hereinafter called the “Contractor”, relative to **Contract No.15-24 (M)** , otherwise known as: **2025-2029 QUARTON LAKE MAINTENANCE DREDGING** in the amount of **\$110,585.00** to wit:

1. The documents consisting of bid documents and construction plans, including all exhibits and the General Contract Conditions, and the Bid shall be incorporated herein by reference, shall become a part of this Agreement, and shall be binding upon both parties hereto. In the event that there is a conflict between these documents, this Agreement shall control, then bid documents and construction plans, and then the Bid.

2. The Contractor shall furnish all labor, materials and appliances necessary, and to all the work as set forth in the Proposal, and in accordance with the plans and specifications, which have been made a part of this agreement in a manner, time and place, as therein set forth.

- a. The Contractor shall provide a Performance Bond, which form is attached hereto and incorporated herein by reference to protect the City, and conditioned upon the faithful performance of the contract in accordance with the plans, specifications and terms hereof.
- b. The Contractor shall provide a Payment Bond which form is attached hereto and incorporated herein by reference for the protection of the claimants as defined in MCL §129.201(6) to supply labor or materials to the principal Contractor or his Subcontractor and the prosecution of the work provided for in this contract.

3. Time is of the essence of this agreement. All of the work to be performed by the Contractor shall be completed on or before the Time of Completion, as set forth in the Supplemental Instructions to Bidders. The Contractor shall pay to the City as liquidated damages, the amount per day as set forth under Liquidated Damages in the Supplemental Instructions to Bidders, for each calendar day after the date specified under Time of Completion that the work to be performed by the Contractor is not completed. Liquidated damages are established because of the difficulty in ascertaining actual damages which the City might sustain, and are not intended as a penalty.

4. The City promises and agrees to pay said Contractor for all labor, materials and appliances supplied, and for all work performed under this agreement at the unit prices provided in the attached Proposals and Specifications.

5. For the faithful performance of the terms of this agreement, said parties respectively bind themselves, their successors, heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties execute this agreement as of the day and year first written above.

CITY OF BIRMINGHAM

Attest _____
City Clerk

By: _____
Mayor

Witnessed _____

MID-AMERICAN GUNITE, INC. DBA
MID-AMERICAN GROUP

Witnessed Melissa Sachs
Melissa Sachs

By: Joe Gilham
[Signature]
Contractor

APPROVAL (1.135 City Code)

[Signature]
City Manager as to Substance

[Signature]
City Attorney as to Form

[Signature]
Director of Finance as to Financial Obligation

[Signature]
City Engineer

END OF SECTION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Mid-American Gunite dba Mid-American Group, 8475 Port Sunlight, Newport, MI 48166 as Principal, and Developers Surety and Indemnity Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038 as Sureties, are hereby held and firmly bound unto the **CITY OF BIRMINGHAM, MICHIGAN** in the sum of One Hundred Ten Thousand Five Hundred Eighty-Five***** (\$110,585.00**), in lawful money of the United States, for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns this 28th day of April, 2025.

WHEREAS, the above bounded Principal has entered into a certain written contract with the above named City of Birmingham, Michigan dated 1st day of April, 2025 for the construction of: 2025-2029 Quarton Lake Maintenance Dredging, Contract No. 15-24(M)

which contract is hereby referred to and made a part hereof as fully and to the same extent as if the same were entirely written herein,

AND THE SAID SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in anywise affects its obligations on this bond, and It does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

NOW, THEREFORE, the condition of the above obligation is such that if the Principal shall fully perform the annexed contract according to the terms thereof, or as such terms may be changed or modified by mutual agreement, and shall guarantee all work furnished against all defects and incidental

Hubbell, Roth & Clark, Inc.
Job No. 20240138

damage to other property for a period of one (1) year following final acceptance of the work, then this obligation shall be void, otherwise the same shall remain in full force and effect.

This Bond is provided in compliance with and subject to the provisions of Act 213 of the Public Acts of Michigan for 1963, as amended by Act 351 of the Public Acts of Michigan for 1972 also known as MCL § 129.201 et. seq.

This bond is for the term beginning 4/28/2025 and ending 4/28/2026. The bond may be extended for additional terms at the option of the surety, by continuation certificate executed by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.

WITNESSED:

Mario F. Tavares
Mario F. Tavares 5-19-25

Mid-American Gunite dba Mid-American Group

[Signature] 5-19-2025
Cox

Principal

Develpers Surety and Indemnity Company

Cheryl Hughes

Cheryl Hughes, Attorney-in-Fact
Surety

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we Mid-American Gunite dba Mid-American Group
of the 8475 Port Sunlight, Newport, MI 48166

hereinafter called the "Principal" and Developers Surety and Indemnity Company, 69 Maiden Lane, 43rd Floor, New York, NY 10038

hereinafter called the "Surety", are held and firmly bound unto those persons known as
"Claimants" as defined in MCL § 129.206(6) supplying labor or materials to the Principal or his
subcontractors and the prosecution of the work provided for in a certain Contract by and between

the City of Birmingham and the Principal in the sum of
One Hundred Ten Thousand Five Hundred Eighty-Five.....Dollars (\$110,585.00***),

in lawful money of the United States, for the payment whereof, we bid ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally this 28th day
of April, A.D., 2025.

WHEREAS, the above named Principal has entered into a Contract with the CITY OF
BIRMINGHAM, MICHIGAN dated the 1st day of April,
A.D., 2024, wherein said principal has covenanted and agreed as follows, to wit:

To furnish all the labor and material for the 2025-2029 Quarton Lake Maintenance Dredging
Project, Contract No. 15-24(M).

WHEREAS, this Bond is given in compliance with an subject to the provisions of Act
No. 123 of the Public Acts of Michigan for 1963, as amended by Act. No. 351 of the Public Acts
of Michigan for 1972, also known as MCL § 129.201 et. seq.

NOW, THEREFORE, the condition of this obligation is such that if all persons or
claimants as defined in Public Act 213 of 1963 supplying labor or materials to the principal

Hubbell, Roth & Clark, Inc.
Job No. 20240138

contractor or his subcontractors in the prosecution of the work provided for in the contract are paid, the obligation of this Bond shall be void; otherwise it shall be in full force and effect.

This bond is for the term beginning 4/28/2025 and ending 4/28/2026. The bond may be extended for additional terms at the option of the surety, by continuation certificate executed by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligea recoverable under this bond.

WITNESSED:

Mario F. Tavaroz
MARIO F. TAVAROZ 5-19-2025

Mid-American Gunite dba Mid-American Group
[Signature] 5-19-2025
Principal

Develpers Surety and Indemnity Company
Cheryl Hughes
Surety Cheryl Hughes, Attorney-in-Fact

Bond Number 5200145

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY do hereby make, constitute and appoint

Barry W. Berman, Cheryl Hughes and Colleen M. Berman of Novi, MI

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective August 10, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023:

RESOLVED that Sam Zaza, President, Stacy Underwriting, James Bell, Vice President, Stacy Underwriting, and Craig Dawson, Executive Underwriter, Stacy, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signers"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations, and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED that the signature of any one of the Authorized Signers and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signer and attested by their Secretary or Assistant Secretary this March 27, 2023.

Sam Zaza
Printed Name: Sam Zaza
Title: President, Stacy Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Huong-Quyen Phn Pham personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf of which the person acted, executed this instrument.

I certify, under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature: Huong-Quyen Phn Pham



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio this March 19, 2023.

DocuSigned by:
Barry W. Moses Barry W. Moses, Assistant Secretary POA No. N/A

DocuSign Envelope ID: 3352BFD6-5E9D-4796-837E-C1E455E6530F

Signed and sealed this 28th day of April, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2025

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

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

PRODUCER Autumn Associates, Inc. 27333 Meadowbrook Rd. Suite 230 Novi MI 48377		CONTACT NAME: Jan Gibson PHONE (A/C, No, Ext): 248-888-1834 E-MAIL ADDRESS: jang@autumninsurance.com		FAX (A/C, No): 248-478-8540	
INSURED Mid-American Gunite, Inc. DBA Mid-American Group and/or MAG Energy 8475 Port Sunlight Road Newport MI 48166		MIDGUNI-01		INSURER(S) AFFORDING COVERAGE	
				INSURER A : Cincinnati Specialty Underwrit 13037 INSURER B : Cincinnati Indemnity Co. 23280 INSURER C : Accident Fund Company 10166 INSURER D : Axis Surplus Insurance Company 26620 INSURER E : Westfield Specialty Insurance 16992 INSURER F : Endurance American Specialty Insurance Comapny 41718	

COVERAGES

CERTIFICATE NUMBER: 455986595

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR 10,000 <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		CSU 0161500	12/31/2024	12/31/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		EBA 0299583	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		P00100046912205	12/31/2024	12/31/2025	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	100075475	12/31/2024	12/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B E F	Leased/Rented Equipment Excess Liability Excess Liability	Y Y		ENP 0299583 XSL00002MX03 ELD30002597004	12/31/2024 12/31/2024 12/31/2024	12/31/2025 12/31/2025 12/31/2025	Limit Each Occurrence Each Occurrence	1,000,000 3,000,000 4,000,000

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

Landmark American Insurance Company -NAIC 33138 - Excess Liability; Policy Number LHA604210; Policy Term 12-31-24 to 12-31-25; Each Occurrence \$5,000,000

SiriusPoint Specialty Insurance Corporation -NAIC 16820 - Excess Liability; Policy Number TSX00124024; Policy Term 12-31-24 to 12-31-25; Each Occurrence \$5,000,000

Allied World Assurance Company (U.S.) Inc. - Contractors Professional & Pollution Liability; Policy Number ENV-CPP00003 00; Policy Term 03-01-25 to See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Birmingham
 Finance Department
 P.O. Box 3001
 151 Martin Street
 Birmingham MI 48012

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Turn Associates, Inc.		NAMED INSURED Mid-American Gunite, Inc. DBA Mid-American Group and/or MAG Energy 8475 Port Sunlight Road Newport MI 48166	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

03-01-26:
 \$3,000,000 Professional Liability Limit for Each Act, Error or Omission and \$3,000,000 Professional Liability Aggregate Limit of Liability with \$10,000 retention
 \$1,000,000 Contractors Pollution Legal Liability for Each Occurrence and \$2,000,000 Contractors Pollution Legal Liability Aggregate Limit of Liability with \$10,000 retention

Travelers Property Casualty Company of America - Hull and Protection & Indemnity Coverage; Policy Number ZOH21P60283; Policy Term 12-2-24 to 12-2-25 - \$1,000,000 any one accident or series of accidents arising out of the same occurrence.

Stop Gap Coverage Included for OH, WA, WY, ND

Cincinnati Insurance Companies - Hired Auto Physical Damage - \$100,000

Cincinnati Insurance Companies - Installation Floater Coverage: Any One Job Site - \$1,500,000; Materials Usual to Their Business - \$1,500,000; Transit - \$1,500,000; Temporary Storage - \$1,500,000; In any one loss or disaster, either partial or total loss, or salvage charges, or expenses, or all combined - \$1,500,000

Cincinnati Specialty Underwriters provides Riggers Liability of \$250,000

General Liability and all layers of Excess Liability provide coverage for drones.

Project: Contract# 15-25 (M), 2025-2029 Quarton Lake Maintenance Dredging. The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof and Hubbell, Roth, and Clark, Inc., are included as Additional Insureds with respects to General, Automobile & Umbrella Liability on a primary and non-contributory basis. Blanket additional insured and primary & non-contributory applies when required in written contract, agreement, permit or authorization. 30 Day Notice of Cancellation applies, except for non-pay, which is 10 days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION OR NONRENEWAL BY US
NOTIFICATION TO A DESIGNATED ENTITY**

This endorsement modifies insurance provided under the following:

- BUSINESSOWNERS PACKAGE POLICY**
- CLAIMS-MADE EXCESS LIABILITY COVERAGE PART**
- COMMERCIAL AUTO COVERAGE PART**
- COMMERCIAL GENERAL LIABILITY COVERAGE PART**
- COMMERCIAL UMBRELLA LIABILITY COVERAGE PART**
- DENTIST'S PACKAGE POLICY**
- ELECTRONIC DATA LIABILITY COVERAGE PART**
- EXCESS LIABILITY COVERAGE PART**
- LIQUOR LIABILITY COVERAGE PART**
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART**
- POLLUTION LIABILITY COVERAGE PART**
- PRODUCTS/COMPLETED OPERATIONS COVERAGE PART**
- PRODUCT WITHDRAWAL COVERAGE PART**
- PROFESSIONAL LIABILITY COVERAGE PART**
- PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART**
- PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE**
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART**
- UNDERGROUND STORAGE TANK POLICY**

SCHEDULE

Name and mailing address of person(s) or organization(s):

CITY OF BIRMINGHAM
C/O: FINANCE DEPARTMENT
PO BOX 3001
151 MARTIN STREET
BIRMINGHAM, MI 48012-3001

Number of days notice (other than nonpayment of premium): 30

- A.** If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B.** If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C.** If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D.** In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

EARLIER NOTICE OF CANCELLATION OR NONRENEWAL BY US TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

SCHEDULE

Designated Entity:

City of Birmingham Finance Department

Mailing Address:

P.O. Box 3001 151 Martin St

Birmingham

MI

48012

Cancellation Notification - Number of Days: 30

The following notice of cancellation condition is added only for the person or organization designated in the Schedule above.

If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule above. We will mail such notice at least the number of days shown in the Schedule before the effective date of the cancellation or nonrenewal.

If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the schedule above. We will mail such notice for nonpayment of premium at least 10 days before the effective date of cancellation.

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

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

NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement is used to add Item F. Notification to Others to Part Six of the policy and reads as follows:

Item F. Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or nonrenewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
2. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
3. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
4. If notice as described in Paragraphs 1., 2., or 3., of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Triangle Electric Company 29787 Stephenson Hwy, Madison Heights, MI, 48071-2334	30
1001 Webward LLC 630 Woodward Ave, Detroit, MI, 48226	30
thyssenkrupp Materials NA, Inc 1 Thyssen Pl, Detroit, MI, 48210-1490	30
City of Birmingham, Finance Department P.O. Box 3001, 151 Martin Street, Birmingham, MI, 48012	30
J. F. BRENNAN COMPANY, INC. 818 Bainbridge St, La Crosse, WI, 54603-1560	30
Michigan Paving & Materials Co., Michigan Materials & Aggregate Co., Cadillac Asphalt, LLC. 2575 S Haggerty Rd, Ste 100, Canton, MI, 48188	30
Oncor Electric Delivery Company LLC and its Affiliates 1616 Woodall Rodgers Fwy EEPM Suite 5M, Dallas, TX, 75202	30
Morrison Construction Company PO Box 747, Hammond, IN, 46325	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12/31/2024** Policy No. **AF WCP 100075475 03** Endorsement No. _____
Insured **MID AMERICAN GUNITE INC** Premium: **\$0**

Insurance Company **ACCIDENT FUND
INSURANCE COMPANY OF
AMERICA** Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

- a. The most we will pay for "loss" in any one "accident" is the greater of:

- (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

- (a) Overdue lease or loan payments;
- (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
- (c) Security deposits not refunded by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases, or

- (2) Actual cash value of the stolen or damaged property.

- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.



Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
1	12:01 a.m. on 12/31/2024	P-001-000469122-05	N/A

CERTIFICATE HOLDERS NOTICE OF CANCELLATION ENDORSEMENT

It is agreed that:

If we cancel this policy for any reason, other than non-payment of premium, we will endeavor to provide notice of cancellation to the persons or organizations who have been issued a Certificate of Insurance pertaining to this policy and who have been specifically and individually identified in writing to us by you and for who you have provided mailing addresses, including but not limited to the Certificate Holder's designee for receipt of such notices, prior to the effective date of cancellation. We will endeavor to provide such notice of cancellation via U.S. First Class Mail to such identified Certificate Holders within 30 days of the effective date of such cancellation.

Such notice of cancellation may be provided to the persons or organizations identified and designated by you before or after the effective date of cancellation. The notice will state the effective date of cancellation. However, such notice of cancellation is solely for the purpose of informing the Certificate Holder of the effective date of cancellation and does not grant, alter or extend any rights or obligations under this policy.

Failure to give notice in accordance with the terms of this endorsement does not:

1. alter the effective date of policy cancellation;
2. render such cancellation ineffective;
3. grant, alter or extend any rights or obligations under this policy;
4. extend the insurance beyond the effective date of cancellation; or
5. impose any liability of any kind upon us or any of our agents or representatives.

All other provisions of the policy remain unchanged.



Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
9	12:01 a.m. on 12/31/2024	P-001-000469122-05	N/A

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY FOLLOW FORM

It is agreed the policy is amended to include the following language:

This insurance shall follow form the Additional Insured status and Primary and Non-Contributory language of the **followed policy**. It is agreed and understood that the coverage provided by this policy will be no broader than the **followed policy**.

All other provisions of the policy remain unchanged.

ADDITIONAL INSURED PRIMARY NON-CONTRIBUTORY ENDORSEMENT

THIS ENDORSEMENT CHANGES THIS POLICY, PLEASE READ IT CAREFULLY.

The **Other Insurance** Condition is amended to include the following additional provision:

When required by written contract or agreement, the insurance provided by this policy is primary insurance and we will not seek contribution from any other insurance available to the person or organization covered as an additional insured hereunder, provided the written contract or agreement is executed prior to the "loss" for which coverage is sought.

This endorsement does not change any other provision of the policy.

Endorsement Number: 8	Policy Number: XSL-00002MX-03
Issued To: Mid-American Gunitite	Policy Period: 12/31/2024 to 12/31/2025
Issued By: Westfield Specialty Insurance Company	Effective Date of Endorsement: 12/31/2024

PRIMARY NON-CONTRIBUTORY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Follow Form Commercial Excess Liability Policy

In consideration of the premium charged, the following is added to Subsection C of Section IV. Maintenance of Underlying & Other Insurance:

When required by written contract or agreement, the insurance provided by the policy will not be excess of other insurance, other than the **Underlying Insurance**, and we will not seek contribution from any other insurance, provided the written contract or agreement is executed prior to the date of **Loss** for which coverage is sought.

Any terms contained herein not defined within this endorsement or this policy shall be defined as may be defined within the **Followed Policy**.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU -
OPERATIONS AND COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions in the performance of your ongoing operations for the additional insured;
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard".

If not specified otherwise in the written contract or agreement, a person's or organization's status as an additional insured under this endorsement ends one year after your operations for that additional insured are completed. The written contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.
3. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

4. "Bodily injury", "property damage" or "personal and advertising injury" for which the Named Insured is afforded no coverage under this policy of insurance.

C. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

D. With respect to the insurance afforded to these additional insureds, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2025

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

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

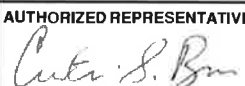
PRODUCER Autumn Associates, Inc. 27333 Meadowbrook Rd. Suite 230 Novi MI 48377	CONTACT NAME: Jan Gibson	
	PHONE (A/C, No. Ext): 248-888-1834	FAX (A/C, No): 248-478-8540
E-MAIL ADDRESS: jang@autumninsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Cincinnati Insurance Companies		10677
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1790452620 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ENP 0743908	4/9/2025	4/9/2026	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Hubbell, Roth & Clark, Inc. is named as additional insured with respects to the General Liability. 30 Day Notice of Cancellation applies, except for non-pay, which is 10 days.

CERTIFICATE HOLDER Hubbell, Roth & Clark, Inc. 555 Hulet Dr. Bloomfield Hills MI 48302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

NEW

Previous Policy No.

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART DECLARATIONS

Billing Method: DIRECT BILL

DECLARATIONS POLICY NUMBER ENP 074 39 08

NAMED INSURED CITY OF BIRMINGHAM
151 MARTIN ST
ADDRESS BIRMINGHAM, MI 48009-3368
(Number & Street,
Town, County,
& Zip No.)

Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR
MAILING ADDRESS SHOWN ABOVE FROM: 04-09-2025 TO: 04-09-2026

Agency AUTUMN ASSOCIATES, INC. 21-259
City NOVI, MI

Legal Entity / Business Description

ORGANIZATION (ANY OTHER)

DESIGNATED CONTRACTOR

Name of Contractor and Mailing Address
MID AMERICAN GUNITE

LOCATION OF COVERED OPERATIONS

QUARTON LAKE BIRMINGHAM MI 48009

LIMITS OF INSURANCE

Each Occurrence Limit \$ 3,000,000
Aggregate Limit \$ 3,000,000

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE PER \$1,000 OF COST	ADVANCE PREMIUM	
CONSTRUCTION OPERATIONS - OWNER (NOT RAILROADS)	16292	110,585	0.742	597	MP
TERRORISM COVERAGE				25	

TOTAL ADVANCE PREMIUM \$ 622

FORMS AND / OR ENDORSEMENTS APPLICABLE TO OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART:

IA4274MI 01/05 MICHIGAN - NOTICE TO POLICYHOLDERS
IA4236 06/20 POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE
IA4521 03/20 NOTICE OF PRIVACY PRACTICES
IP446 08/01 NOTICE TO POLICYHOLDERS
IA325 01/23 WAR EXCLUSION

IA329 01/24 EXCLUSION - PERFLUORINATED COMPOUNDS (PFC) AND PERFLUOROALKYL AND
 POLYFLUOROALKYL SUBSTANCES (PFAS)
 IA4238 01/15 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
 IA4338 05/24 SIGNATURE ENDORSEMENT
 IL0021 09/08 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
 CG0009 04/13 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM-COVERAGE
 FOR OPERATIONS OF DESIGNATED CONTRACTOR
 CG2838 04/17 MICHIGAN CHANGES
 CG2951 12/07 EMPLOYMENT - RELATED PRACTICES EXCLUSION
 CG3353 05/14 EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL
 INFORMATION AND DATA RELATED LIABILITY - WITH LIMITED BODILY
 INJURY EXCEPTION
 GA3065 09/20 EXCLUSION - ASBESTOS
 GA4532 09/20 AMENDMENT - POLLUTANT DEFINITION
 GA4535 09/20 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY AMENDATORY ENDORSEMENT

Countersigned _____

(Date)

By _____

(Authorized Representative)

NOTICE OF PRIVACY PRACTICES

For additional information on our privacy policies, including state specific information, please visit <https://www.cinfin.com/privacy-policy>.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS FORMING A PART OF THE POLICY

A. The following exclusion:

1. Replaces any War, War and Military Action, or War or Military Action exclusion included in any other Coverage Form, Coverage Part or endorsement forming a part of the policy to which this endorsement is attached; and
2. Is added to any other Coverage Form, Coverage Part, insuring agreement included therein or endorsement forming a part of the policy to which this endorsement is attached which does not already include a War, War and Military Action, or War or Military Action exclusion.

War

This insurance does not apply to:

Any form of loss, damage, cost, expense or liability for damages arising directly or indirectly from:

- a. "War" and "warlike action", including undclared or civil "war" and "cyber hostilities";
- b. Hostile action, including action in hindering or defending against an actual or expected attack, by any state, government, or sovereign using military personnel or other "agents"; or
- c. Insurrection, rebellion, revolution, usurped power, political violence or action taken by a state or government actor in hindering or defending against any of these, including "cyber hostilities" in connection with any of the foregoing.

The attribution of an action will be determined by relying on reasonable evidence such as, but not limited to:

- (1) Statements by an agency or department of the United States government;
- (2) Statements by an international group of which the United States is a member, such as the United Nations or the North Atlantic Treaty Organization, or any

member of such an international group; or

- (3) Statements by a "recognized commercial authority".

This exclusion applies notwithstanding anything to the contrary in this policy or any appendix or endorsement added to this policy.

B. The following definitions are hereby added with respect to the exclusion in Section A. of this endorsement.:

1. "Agents" means any person, entity, organization or collection of persons, entities or organizations that have at any time been associated with or designated as having worked with or acted on behalf of any state, government, or sovereign.

The attribution of the actors' status as "agents" will be determined by relying on reasonable evidence such as, but not limited to:

- a. Statements by an agency or department of the United States government;
 - b. Statements by an international group of which the United States is a member, such as the United Nations or the North Atlantic Treaty Organization, or any member of such an international group; or
 - c. Statements by a "recognized commercial authority".
2. "Computer system" means any computer or network of computers or computer systems, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any configuration of the aforementioned and including any associated input, output, code, program, data, data storage device, networking equipment or back up facility.
 3. "Cyber hostilities" means the use of a "computer system" that causes disruption or harm.

4. "Recognized commercial authority" means a business that provides information technology security or forensics services, including, but not limited to:

- a. Symantec;
- b. Mandiant;
- c. Microsoft;
- d. Apple;
- e. Cisco; or
- f. IBM.

5. "War" or "warlike action":

a. Means physical combat, a state of armed conflict, or "cyber hostilities" engaged in by:

(1) Any state, government, or sovereign; or

(2) "Agents" of a state, government, or sovereign,

against any other:

(a) State, government, or sovereign, including an agency or department thereof; or

(b) Person or entity targeted by such physical combat, armed conflict, or "cyber hostilities"; and

b. Includes any collateral loss, damage, cost, expense or liability for damages of any nature arising out of the physical combat, armed conflict, or "cyber hostilities" or any response to such physical combat, armed conflict, or "cyber hostilities".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PERFLUORINATED COMPOUNDS (PFC) AND PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

CHEMICAL DRIFT LIMITED LIABILITY COVERAGE PART - CLAIMS-MADE
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
CONTRACTOR'S ERRORS AND OMISSIONS COVERAGE PART CLAIMS-MADE
CONTRACTORS' LIMITED POLLUTION LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
EMPLOYEE BENEFIT LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
ERRORS AND OMISSIONS COVERAGE PART
EXCESS LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
GOLF COURSE CHEMICAL APPLICATION LIMITED LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE PART - CLAIMS-MADE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
RIGGERS' LEGAL LIABILITY COVERAGE FORM
SEPTIC SYSTEMS DESIGN AND INSPECTION ERRORS AND OMISSIONS COVERAGE PART
UNDERGROUND STORAGE TANK POLICY
WRONGFUL ACTS COVERAGE PART

A. The following exclusion is hereby added to every Coverage Form or Coverage Part referenced above, or endorsement forming a part of the Coverage Form or Coverage Part referenced above:

This insurance does not apply to:

1. Any form of loss, damage, cost, expense or liability for damages arising directly or indirectly from or as a consequence of "PFC/PFAS", including but not limited to:
 - a. Any adverse health effects associated with or arising from "PFC/PFAS";
 - b. Manufacturing, sale, distribution, marketing, installation, repair, removal, abatement, replacement or handling of "PFC/PFAS" or products containing "PFC/PFAS";
 - c. An actual, alleged or threatened discharge, dispersal, seepage, migration
2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order, or other requirement, whether statutory or regulatory, that any insured or others test for, investigate for, monitor, clean up, abate, remove, remediate, contain, treat, detoxify or neutralize, dispose of, or in any way respond to, or assess the effects of "PFC/PFAS"; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, investigating for, monitoring, cleaning up, abating, removing, remediating, containing, treating, detoxifying or neutralizing,

or release of "PFC/PFAS" whether intentional or unintentional; or

d. Consumption or ingestion of, contact with or exposure to "PFC/PFAS", whether by direct or passive means.

disposing of, or in any way responding to or assessing the effects of "PFC/PFAS".

This exclusion applies notwithstanding anything to the contrary in this policy or any appendix or endorsement added to this policy.

- B.** The following definition is hereby added with respect to the exclusion in Section **A.** of this endorsement.:

"PFC/PFAS" means:

1. Any substance, material or compound that is or contains perfluorinated compounds (PFC) or Per-and polyfluoroalkyl substances (PFAS).
2. Per-and polyfluoroalkyl substances include any substance, material or compound that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - a. Polymer, oligomer, monomer or non-polymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its

salts, or perfluorooctane sulfonic acid (PFOS) and its salts;

- c. Perfluoropolyethers (PFPE);
 - d. Fluorotelomer-based substances; or
 - e. Side-chain fluorinated polymers.
3. Any and all substances, materials or compounds that are identified or acknowledged by any federal, state, or international agency or authority, such as the United States Environmental Protection Agency (EPA), that are related to, substitutes for, or used in the same or similar way as the "PFC/PFAS" substances described in Paragraphs **1.** or **2.**
 4. Any good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any substance, material or compound described in Paragraphs **1.**, **2.** or **3.**

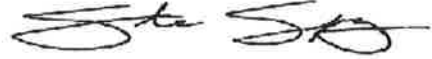
The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollutant or pollution exclusion, do not exclude coverage for "PFC/PFAS" related loss, damage, cost, expense or liability for damages.

SIGNATURE ENDORSEMENT

IN WITNESS WHEREOF, this policy has been signed by our President and Secretary in the City of Fairfield, Ohio, but this policy shall not be binding upon us unless countersigned by an authorized representative of ours. The failure to countersign does not void coverage in Arizona, Virginia and Wisconsin.



Secretary



President

The signature on any form, endorsement, policy, declarations, jacket or application other than the signature of the President or Secretary named above is deleted and replaced by the above signatures.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";
- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such materi-

al in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT - RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Coverages - Bodily Injury and Property Damage Liability (Section I - Coverages)**:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY - WITH
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Exclusion **2.I.** of **Section I - Coverages - Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

I. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverages – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

Asbestos

"Bodily injury" or "property damage" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

SECTION 00700

GENERAL REQUIREMENTS

1. DEFINITION OF TERMS

The intent and meaning of words and expressions, or pronouns used in their stead, occurring in these specifications or in other contract documents, shall be interpreted as described under Section 1.01 Definitions of Terms of the Current Standard Specifications for Highway Construction adopted by the Michigan Department of State Highways and Transportation, with the following additions or exceptions.

City - The corporation of the City of Birmingham, Michigan

Commission - The Commission of the City of Birmingham, Michigan, and any other board, body, official or officials to which or to whom the powers belonging to the said Commission shall, by virtue of any act or acts, hereafter passed or be held to appertain.

Engineer - The person holding the position or acting in the capacity of City Engineer of the City of Birmingham, Michigan, acting either directly or through his properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Directed, required, permitted, etc. - Whenever in the specifications the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood that the direction, requirements or permission of the Engineer is intended; similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, or acceptable, or satisfactory to the Engineer.

2. INTENT OF THE PLANS, SPECIFICATIONS AND CONTRACT

The intent of the plans, specifications and contract is to provide for the completion of the work in substantial compliance with the details as shown thereon, and as described herein. The Contractor shall furnish all labor, materials, equipment, tools, transportation and necessary supplies, and shall perform all operations required to complete the work in accordance with the specifications, and the lines, grades and cross sections provided for on the plans, or by authorization.

3. EXTRA WORK

No extra work shall be started, or extra material furnished, until such extra work or furnishing of extra material is authorized in writing by the Engineer.

The price for such extra work or material must be approved by the Engineer. Said price may be a unit price, a lump sum price, or if the Engineer so elects, the work shall be done on a force account basis, which will be paid for in the following manner:

For all labor, teams and foremen in direct charge of the specific work, the Contractor shall receive the actual rate of wage paid for each and every hour that said labor, teams and foremen are actually engaged in such work, plus 20% of the sum thereof.

For materials and supplies, the Contractor will receive the actual cost of such materials delivered on the work, including freight charges, as shown by original receipted bills, plus 15% of the sum thereof.

For any machinery and equipment owned or rented by the Contractor, which it may be deemed necessary or desirable to use on extra work, the Contractor will be paid at the actual charge-out rate, if reasonable, for his own equipment, or at the actual rental price paid, if reasonable, for rented equipment for each and every hour that such equipment is used on the work, to which sum 15% will be added.

Bond premium, workmen's compensation insurance, personal injury public liability and property damage public liability insurance, unemployment compensation, and Federal Social Security will be paid for at actual cost, to which sum 15% will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.

The compensation as herein provided shall be accepted by the Contractor as payment in full for extra work done by force account, and the said percentages shall cover profit, superintendence, general expense, overhead, and the use of small tools and equipment for which no rental is allowed.

4. ALTERATION IN CHARACTER OF WORK

Should the Contractor encounter, or the Engineer encounter, during the progress of the work, sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, the Engineer's attention shall be called immediately to such conditions before they are disturbed. The Engineer shall thereupon investigate the conditions, and if he finds that they materially differ from those shown on the plans and indicated in the specifications, he shall at once make such changes in the plans and/or specifications, as he may find necessary.

5. COORDINATION OF SPECIFICATIONS AND PLANS

In case of discrepancy, written figures shall govern over numerals, figured dimensions shall govern over scaled dimensions, plans shall govern over standards specifications, supplemental specifications shall govern over standard specifications and plans, and special provisions shall govern over supplemental specifications.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

6. AUTHORITY OF ENGINEER

The Engineer shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; and all questions as to the satisfactory and acceptable fulfillment of the terms of the contract by the Contractor.

7. INSPECTION

Inspectors may be appointed and directed to inspect all materials used, and all work done. The inspection may extend to all parts of the work, and to the preparation or manufacture of the materials for use in the work. The Inspectors will not be authorized to revoke, alter, enlarge or relax any of the provisions of these specifications, nor to change the plans in particular. The Inspector on the work will inform the Engineer as to the progress of the work, the manner in which it is being done, and the quality of the materials being used. He will also call to the attention of the Contractor any failure to follow the plans and specifications that he may observe. In case of any dispute arising between the Contractor and the Inspector as to the materials furnished, or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and be decided by the Engineer. In no instance shall any action or omission on the part of the Inspector relieve the Contractor of the responsibility of completing the work in accordance with the plans and specifications.

The Engineer and his duly authorized Inspector, shall at all times have the right to enter the premises upon which the work under this contract is being done, and to inspect said work and to ascertain whether or not the construction is carried out in accordance with the terms of the contract or specifications; and the Contractor shall render all necessary assistance and provide all reasonable facilities and give ample time for such inspection.

8. SUPERVISION

The Contractor shall give his personal supervision to the faithful prosecution of the work. In case of his absence, he shall have a competent superintendent or foreman on the work site who shall follow, without delay, all instructions of the Engineer or his assistants in the prosecution and completion of the work, and every part thereof in conformity with this contract. He shall also have full authority to supply material and labor immediately.

The Contractor's supervisor shall be responsible to act on behalf of the Contractor. This includes being present or available at all times, making decisions on behalf of the Contractor and Subcontractor, scheduling, monitoring work progress on a continued basis, communicating with City representatives, etc. His name shall be submitted prior to the start of work, with all appropriate ways of contacting him. He shall remain the responsible Contractor's representative throughout completion of the project, including any subcontract work associated with this contract. If it is necessary to replace this person, it shall have the approval of the Engineer.

Hubbell, Roth & Clark, Inc.
Job No. 20240138

9. TIME AND SEQUENCE OF WORK

The Contractor shall have control over the sequence of order of execution of the several parts of the work to be done under this contract, and over the methods of accomplishing the required results, except as some particular sequence or method may be distinctly demanded by these specifications and plans, or by the express provisions of the contract.

The Engineer may, however, make such reasonable requirements as may in his judgment be necessary for the proper and effective protection of work partially or wholly completed, and to these requirements the Contractor shall strictly conform.

The Contractor shall submit a written work plan prior to starting construction. This shall include a written schedule, critical path or equal, to focus in on the date required for completion. This schedule must be updated periodically (not to exceed two (2) weeks) if it becomes necessary to modify the plan. This does not relieve the Contractor of the responsibility to complete the contract according to contractual stipulations. Any modification to the time schedule must obtain prior written approval from the Engineer.

Once the Contractor has mobilized, the Contractor must execute the contract in a continuous, expeditious manner, and may not suspend prosecution of work without written permission of the Engineer.

10. RELATION TO OTHER CONTRACTORS

The Contractor shall so conduct his operations as not to interfere with or injure the work of other Contractors employed by the City on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him.

Should a contract for adjoining work be awarded to another Contractor, and should the work on one of these contracts interfere with that of the other, the Engineer shall decide which Contractor shall cease work for the time being, and which shall continue, or whether the work of both contracts shall continue at the same time and in what manner. In case territory of one contract should be the necessary means of access to another contract, the Engineer shall have power to grant reasonable privileges with respect to the transportation or movement of men, equipment or materials, as he may adjudge to be necessary or expedient, and in the best interest of the City. Any decision which the Engineer may make as to method and time of conducting work or the use of the territory shall not be made the basis of any claim for damage, but an extension of time may be claimed if justified by the circumstances, the same as in the case of other delays caused by the acts of the City. Any difference of opinion or conflict of interest which may arise between the Contractor and other Contractors or workmen of the City in regard to adjoining work, shall be determined and adjusted by the Engineer.

11. CONSTRUCTION STAKES

The location, alignment, elevation and grade of the work will be determined by the Engineer, who will set such stakes as are necessary to properly mark these elements. The Contractor shall

assume full responsibility for detail dimensions and elevations measured from the lines, grades and elevations so established.

The Engineer may require the Contractor, at the Contractor's expense, to provide such masts, scaffolds, batterboards, straightedges, templates or other devices as may be necessary to facilitate laying out, inspecting and constructing the work.

The Contractor shall exercise proper care in the preservation of all stakes set for his use, or for the use of the Engineer, and if such stakes are injured, lost or removed by the Contractor's operations, the cost of resetting may be charged to the Contractor. The Department will be responsible for the accuracy of lines, slopes and grades established by the City, except that the Contractor shall not take advantage of any obvious errors or omissions.

12. SOIL CONDITIONS

The Contractor shall make his own determination of the soil conditions and he shall complete the work in whatever materials, and under whatever conditions he may encounter or create, without extra cost of the City.

13. MATERIALS FURNISHED BY THE CITY

When specified, the City of Birmingham may furnish materials at no cost to the Contractor. All other materials necessary to complete the project shall be furnished by the Contractor. Materials to be furnished by the City will be at the Department of Public Works Yard at Eton Road and Holland Avenue. The Department of Public Works will require the Contractor to provide a written authorization from the Engineer before releasing any materials. The Contractor shall load and transport all such materials from the Department of Public Works Yard to the construction site, at his own expense.

The City may, at its discretion, furnish to the Contractor, any materials, supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials, supplies or transportation so furnished.

14. STORED MATERIAL

Materials and equipment distributed, stored or placed upon or near the site of the work shall be at all times so disposed as not to interfere with work being prosecuted by the City, or by other Contractors in the City employ, or with street drainage, fire hydrants, or with access thereto, and not to hinder any more than may be necessary the ordinary pedestrian or vehicular traffic of the streets. Such material shall be stored in such a manner as to facilitate inspection.

15. REJECTED MATERIAL

If any materials used in the work, brought upon the ground, or selected for use in the work shall be condemned by the Engineer on account of bad or improper workmanship, or as being unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove from the work or its vicinity, without delay, all such rejected or condemned material of whatever kind. Upon failure to do so within forty-eight (48) hours after having been so directed by the Engineer, the condemned material may be removed by the City and the cost of said removal

deducted from any money that is then due, or that may thereafter become due to the Contractor. No payment shall be made until such materials, work or workmanship has been removed and proper materials and workmanship substituted therefor.

16. WATER SUPPLY

Water for construction purposes may be taken from the City mains, at no charge, subject to the rules of the City Water Department. Special approval of the Engineer must be obtained prior to the opening of any fire hydrant.

The Contractor shall provide for his employees an adequate supply of drinking water taken from the City mains.

17. SANITARY REGULATIONS

Necessary convenience, properly secluded from public observation, shall be constructed where needed for the use of laborers on the work. Such conveniences shall be located, constructed and maintained, subject to the approval of the Engineer and the collections therein shall be removed at such times, and to such places as he shall direct. The Contractor shall obey and enforce such sanitary regulations as may be prescribed by the County Health Department.

18. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses and pay all charges and fees necessary and incident to the due and lawful prosecution of the work. Unless otherwise stated in these contract documents, there will be no charge for any permits required by the City of Birmingham.

19. LAWS AND ORDINANCES

The Contractor shall keep himself fully informed of all local ordinances and regulations, state and national laws in any manner affecting the work herein specified. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with, said ordinances, laws and regulations, and shall protect and indemnify the City and its duly authorized officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, etc.

The Contractor shall obey and abide by all the laws of the State of Michigan and of the Federal Government relating to the employment of labor on public work and all Charter provisions and ordinances of the City of Birmingham regulating or in respect to public improvements.

The Contractor and his Subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment, because of sex, race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

20. PROPERTY AND SURVEY MONUMENTS

Before any monuments or stakes marking the boundaries of property along or near the work are removed or disturbed, the Contractor shall notify the Engineer in sufficient time so that they can be properly located and reset.

All precautions shall be taken to avoid disturbance of permanent survey monuments of any City, County or State authority, and when any of these are disturbed or destroyed, the Contractor shall restore them to the satisfaction of such authority and shall pay all costs incurred by such authority in connection therewith.

21. BUILDING AND OTHER STRUCTURES ENCOUNTERED

Full responsibility shall be assumed by the Contractor for the protection of all buildings and other structures, public or private, including tracks, pavements, driveways, curbs, poles, signs, hydrants, underground pipes and conduits and other structures of every sort that may be encountered in or adjacent to the work.

Wherever settlement or lateral movement of structures might occur, adequate underpinning or other means of support shall be installed. Where necessary, such support shall be installed in advance of construction.

22. PROTECTION TO TREES AND SHRUBBERY

The Contractor shall take all prudent and feasible measures that will reduce or eliminate the impacts of development and construction on City owned trees. Trees or shrubbery shall be surrounded by protective cushioning, posts or fencing before construction work begins, if, in the judgment of the Staff Arborist, such precautions are necessary. Further detailed information is included in the supplemental specifications section of the contract if applicable.

23. DUST CONTROL

All Contractors working on projects that require removal of the paved surface during construction shall provide dust control as directed by the Engineer, at no additional cost to the City. When weather conditions are such that dusty conditions can be created, the Contractor shall be prepared to take action. When dry conditions are declared by the Engineer, the Contractor shall have a water truck and calcium chloride on site at all times, to be applied as needed. The Contractor shall be pro-active with respect to applying dust control measures as needed.

24. PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall restore, at his own expense, any and all public or private property damaged or injured in consequences of any act or omission on his part, or on the part of his employees or agents, to a condition similar and equal to that existing before such damage or injury was done. If the Contractor neglects to repair or make restoration, the Engineer may, after forty-eight (48) hours written notice to the Contractor, proceed to make such repairs or restoration, and will deduct the cost thereof from any monies that are or may become due the Contractor.

25. RESPONSIBILITY FOR DAMAGE TO WORK

The Contractor shall protect his work and materials from damage, due to the nature of the work, the action of the elements, the carelessness of other contractors, or from any cause whatever, until the completion and acceptance of the work. Should any damage occur, he shall repair or replace it at his own expense, and complete the work to the satisfaction of the Engineer.

26. INDEMNITY

To the fullest extent permitted by law, the CONTRACTOR and any entity or person for whom the CONTRACTOR is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the CITY OF BIRMINGHAM, its elected and appointed officials, employees and volunteers and any others working on behalf of the CITY OF BIRMINGHAM against, any and all claims demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the CITY OF BIRMINGHAM, its elected and appointed officials, employees, volunteers or others working on behalf of the CITY OF BIRMINGHAM, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or other working on behalf of the CITY OF BIRMINGHAM.

27. INSURANCE

The Contractor shall comply with the INSURANCE requirements set forth in the Instructions to Bidders.

28. PUBLIC TRAVEL

The Contractor shall at no additional compensation make suitable and adequate provisions, unless otherwise authorized by the Engineer, for the safe and free passage of persons and vehicles by, over or under the work while it is in progress.

The Contractor shall obtain permission from the Engineering Department to close or block any street. The Contractor shall notify the Engineering Department at least four (4) hours before closing or blocking any street.

29. PUBLIC SAFETY

The Contractor shall furnish, erect and maintain a good and sufficient fence, railing or barrier around all exposed portions of his work, to effectively prevent any accident in consequences of his operations and to protect the work. Such fences, railings and barriers shall be illuminated from sunset to sunrise by suitable and sufficient lights, flares or torches, in such a manner as to make them clearly visible to approaching pedestrians and/or traffic.

When equipment and materials are located within the construction site, or within any public right-of-way, the public shall be safe-guarded by suitable and sufficient signs, lights, barricades or other means furnished and maintained by the Contractor.

If any portion of the work is not properly barricaded, signed or lighted by one-half (1/2) hour after sunset, the necessary barricades, signs and lights may be placed by the City and all costs to the City for such work will be charged to the Contractor. The furnishing, erection and maintenance of barricades, signs and lights by the City will not relieve the Contractor of his responsibility for the protection of traffic and the work.

The Contractor shall provide such traffic regulators and watchmen as are necessary to insure safe and convenient travel by the public and to protect the work.

Barricades, signs and lights shall be erected in accordance with the provisions of the Michigan Manual of Uniform Traffic Control Devices.

30. MAINTAINING SERVICE TO DRAIN, WATER MAINS, ETC.

The Contractor shall maintain in continuous and effective service all drains, sewers, watercourses and water mains touched during the progress of the work. If it should become necessary to temporarily divert or obstruct the flow of any watercourse or drain, written consent must first be obtained from the Engineer, and then the Contractor shall assume full responsibility for the consequences.

31. NOTIFICATION OF UTILITIES

The Contractor shall notify all utilities of his intention to excavate or otherwise cause any underground disturbance, by calling MISS DIG at least three (3) full working days before commencing such excavating or disturbances.

The rights are reserved to both the City and to the owners of public utilities or franchises to enter upon the work for the purpose of making repairs to their installations and making changes in their installations necessitated by the work.

32. SUBLETTING OR ASSIGNING

The Contractor shall perform without subletting, at least twenty-five (25) percent of the work provided for in this contract, computed on the basis of cost.

The subletting of any portion of the contract work shall be subject to approval by the Engineer, but such approval shall not relieve the Contractor of responsibility for the work of such Subcontractors who likewise shall be bound by all pertinent provisions of these specifications. Before any work is sublet, the Contractor shall satisfy the Engineer that the proposed Subcontractor is suitably equipped and experienced in that kind of work, and that he has proper financial resources to enable him to carry it out.

No assignment by the Contractor of any principal construction contract or any part thereof, or of the funds to be received thereunder by the Contractor will be recognized unless such assignment

has had the approval of the Engineer, and the Surety has been given due notice of such assignment in writing.

No assignment will receive approval unless the instrument of assignment contains a clause to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials.

33. DISCHARGE OF EMPLOYEES

The Contractor shall employ only competent, skillful persons to do the work. Whenever the Engineer shall notify the Contractor in writing that, in his opinion, any employee on the work is incompetent, impertinent, disobedient, unfaithful, disorderly or otherwise unsatisfactory, that employee shall be discharged from the work and shall not again be employed on it except with the written consent of the Engineer.

34. PROSECUTION OF WORK

The Contractor shall begin work in accordance with the detailed progress schedule after execution of the Contract by the City. He shall prosecute the work in the order given in the progress schedule, with force and equipment adequate to complete the major items, portions, or sections within the time limit therein fixed for completion. In case of failure to proceed with the work as rapidly as is provided in the progress schedule, or if it appears at any time that such work is not being prosecuted in such manner as to insure its completion within the time specified, the Engineer shall have the right to require the Contractor to furnish and place in operation such additional force and equipment as the Engineer shall deem necessary to bring the work up to the progress schedule; with or without notice to the Surety, place such working force and equipment on the work and charge the Contractor the cost of the labor and such rental and depreciation rates for the plant and equipment as in his judgment is reasonable, and for such time as the plant and equipment are in service.

35. EXTENSION OF TIME

If the Contractor is obstructed or delayed in the prosecution or completion of the work by reason of the neglect, delay or default of any other Contractor having a contract with the City for adjoining or contiguous work; by reason of any damage that may happen thereto by the unusual action of the elements; by reason of the abandonment of the work by the employees in a general strike; the part of the City in doing work or furnishing material, the Contractor shall have no claim of damages for any such cause or delay. He shall, however, be entitled to such extension of the time specified for the completion of the work as the Engineer shall determine to be just and proper, provided however, that such claim for such extension of time is made by the Contractor in writing to the Engineer within one (1) week from the time when any such cause for delay occurs.

36. SUNDAY AND HOLIDAY WORK

No work shall be done on Sundays, or upon any days celebrated as holidays by the City of Birmingham, except in case of emergency, or to protect work from damage or injury. All Sunday or holiday work must have prior written approval of the Engineer.

37. NIGHT WORK

No work shall be carried on from 7:00 p.m. to 7:00 a.m., except in case of emergency, or to protect from damage or injury work that has already been done. All night work must have the prior written approval of the Engineer. This provision does not apply to work covered under the provision entitled "shutting off water".

38. MEASUREMENT OF QUANTITIES

Quantities of work completed under the contract will be measured by the Engineer according to United States standard measures. When material is measured by weight in tons, the unit shall be the ton of two thousand (2000) pounds.

All longitudinal measurements for area of base courses, surface courses and pavements will be made along the actual surface of the roadway. For all transverse measurements for area of base courses, surface courses and pavement, the dimensions used in calculating the pay area shall be the neat dimensions provided in the plans or by authorization.

Structures will be measured according to neat lines provided on the plans or by authorization.

All materials which are specified for measurement by the cubic yard "Loose Measure" will be measured at the location where used on the project under construction, unless otherwise provided.

39. CLEANING UP

Upon completion of the actual work of construction, the Contractor shall clean up and leave in a neat condition all the premises which he has occupied during the construction period.

Before the time of the final estimate, the Contractor shall remove from the premises, debris, rubbish and all unused materials, together with all tools and equipment, or shall deposit them at such points and in such a manner as the Engineer may require.

Before leaving the grounds, the Contractor shall replace and put in good repair all fences, telephone poles and lines, roadways and other property that may have been damaged by him in the progress of the work.

40. ENVIRONMENTAL PROTECTION

Contractor shall at all times be responsible to insure that no chemicals, pollutants or other harmful or hazardous materials are spilled, discharged or otherwise released into the environment or onto City property, rights-of-way or into the storm or sanitary systems. Should such a release occur, Contractor shall immediately take action to extract the contaminants and prevent further exposure and damage. Contractor shall immediately contact the City and all

other required governmental agencies to assess and determine the necessary and appropriate remediation activities. Contractor shall be responsible for all costs and damages stemming from the release including, but not limited to, the cost to remove and dispose of the contaminant, repair/replace/restore the affected areas, and all costs incurred by the City or governmental agency in response.

41. UNNOTICED DEFECTS

Any defective work or material that may be discovered by the Engineer before the final acceptance of the work, or before final payment has been made, shall be removed and replaced by work and material which conform to the specifications. Failure to neglect on the part of the Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

42. FINAL INSPECTION

As soon as practicable, after the completion of all the work covered by the Contract, the Engineer shall make the final inspection of the work. If the work is found to comply with all the terms of the Contract plans and specifications, the Engineer shall accept the completed work with reasonable promptness. If the work is not acceptable to the Engineer at the time of such inspection, he shall advise the Contractor as to the particular defects to be remedied before final acceptance.

If within a period of ten (10) days after such notification the Contractor has not take steps to speedily complete the work as outlined by the Engineer, the Engineer may, without further notice to the Contractor and without in any way impairing the Contractor, make such arrangements as he may deem necessary to have the work completed in a satisfactory manner. The cost of so completing the work may be deducted from any monies due, or which may become due the Contractor.

Use by the City or public of all or any part of the work before acceptance shall not be construed as acceptance of the part used.

43. PAYMENTS

Partial payments will be made monthly on the basis of the value of work completed during the estimated period, less the percentages retained as specified herein, provided the work is progressing in accordance with the progress schedule, provided the contract provisions are being fulfilled, and provided the time of completion has not elapsed.

The Contractor shall be responsible to submit requests for partial payments in writing by completing the Request for Partial Payment form supplied in the contract and/or by the City with the attached appropriate quantities as measured or estimated by the Superintendent. Final payment shall be made by an officer of the company submitting

final quantities to the Engineer based upon the value of the work performed and materials completed in accordance with the contract. Prior to final payment, and as a condition thereto, the

Contractor shall furnish the City with a duly executed, notarized, "Contractor's Affidavit", stating that all bills and claims have been satisfied, except as stated therein, and a release of all claims against the City arising under and by virtue of this Contract.

If the Contractor fails to submit a request for a payment, as specified, the Engineer may at his (her) discretion prepare a Contractor's Estimate for such payment.

When submitting a request for partial or final payment, the Contractor shall complete the appropriate forms as included in Section 140 of the Contract. When requesting a partial payment, the Contractor shall submit the "Request for Partial Payment" form and the "Sworn Statement" form. When requesting final payment, the Contractor shall complete the "Request for Final Payment" form and the "Sworn Statement" form.

When the Contractor determines that work will need to be completed outside of the specified pay items, the "Work Directive" form shall be submitted to the Engineer and approved prior to said work commencing.

Except as hereinafter provided, the City will retain ten (10) percent from the partial payments of the amount earned up to fifty (50) percent of the Contract price. After fifty (50) percent of the Contract work is in place, the City will not hold additional retainage, unless the Engineer determines that the Contractor is not making satisfactory progress. If the Engineer determines the Contractor is not making satisfactory progress, the City may retain up to ten (10) percent of the value of the work over fifty (50) percent of the Contract price.

After final acceptance of the Contract work by the Engineer, he shall process a final estimate for the total amount due the Contractor, less the total amount of all previous payments. Except as hereinafter provided, the total amount due the Contractor shall include interest earned on retained amounts from partial payments.

Prior to final payment, and as a condition thereto, the Contractor shall furnish the City with a duly executed, notarized, affidavit or certificate, stating that all bills and claims have been satisfied, except as stated therein, and a release of all claims against the City arising under and by virtue of this Contract.

In case evidence exists that all bills with respect to the work have not been paid in full, the Engineer may retain out of any amounts due the Contractor, sufficient sums to cover all such unpaid bills.

Except as hereinafter provided, and at the City's option, a dispute regarding the percent retained from partial payments or regarding payment of interest on retained amounts, shall be settled in accordance with the provisions of Act 524 of the Public Acts of Michigan for 1980.

For a Contract having a dollar value of less than \$30,000.00, or a Contract having three (3) months or less between the date of the Contract and the Contract Time of Completion:

1. The City will retain ten (10) percent of the amount earned from partial payments.

2. The City will not pay interest on amounts retained from partial payments.
3. The provision to settle disputes in accordance with Act 524 will not apply.

44. SETTLEMENT OF DISPUTES

Any controversy of claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suite in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suite in the Oakland County Circuit Court or the 48th District Court.

45. MAINTENANCE AND GUARANTY

The Contractor shall guarantee all the work furnished under this Contract against all defects in workmanship and materials, and incidental damage to other property, for a period of one (1) year following the date of the final acceptance of the work by the City. The Performance Bond shall fully cover all guarantees contained in this article.

46. CONFLICT OF INTEREST

The Contractor shall not directly or indirectly employ or otherwise use a City official of the City of Birmingham in conjunction with this contract. If subsequent to entering into the Contract a City official, a spouse, child or parent shall become directly or indirectly interested in the contract, the City shall have the right to terminate the contract without further liability if the disqualification has not been removed within thirty (30) days after the City has given notification of the disqualifying interest.

END OF SECTION

Act No. 524

Public Acts of 1980

Approved by Governor

January 29, 1981

STATE OF MICHIGAN
80th LEGISLATURE
REGULAR SEASON OF 1980

Introduced by Rep. Ryan

ENROLLED HOUSE BILL NO. 5541

AN ACT to provide for the terms of certain construction contracts with certain public agencies; to regulate the payment and retainage of payments on construction contracts with certain public agencies; and to provide for the resolution of certain disputes.

The People of the State of Michigan enact:

Sec. 1. As used in this act:

(a) "Agent" means the person or persons agreed to or selected by the contractor and the public agency pursuant to section 4(2).

(b) "Architect or professional engineer" means an architect or professional engineer licensed under Act No. 299 of the Public Acts of 1980, being sections 339.101 to 339.2601 of the Michigan Compiled Laws, and designated by a public agency in a construction contract to recommend progress payments.

(c) "Construction contract" or "contract" means a written agreement between a contractor and a public agency for the construction, alteration, demolition, or repair of a facility, other than a contract having a dollar value less than \$30,000.00 or a contract that provides for 3 or fewer payments.

(d) "Contract documents" means the construction contract; instructions to bidders; proposal; conditions of the contract; performance bond; labor and material bond; drawings; specifications; all addenda issued before execution of the construction contract and all modifications issued subsequently.

(e) "Contractor" means an individual, sole proprietorship, partnership, corporation, or joint venture, that is a party to a construction contract with a public agency.

(f) "Facility" means a building, utility, road, street, boulevard, parkway, bridge, ditch, drain, levee, dike, sewer, park, playground, or other structure or work that is paid for with public funds or a special assessment.

(g) "Progress payment" means a payment by a public agency to a contractor for work in place under the terms of a construction contract.

(h) "Public agency" means this state, or a county, city township, village, assessment district, or other political subdivision, corporation, commission, agency, or authority created by law. However, public agency does not include the state transportation department, a school district, junior or community college, the Michigan state housing development authority created in Act No. 346 of the Public Acts of 1966, as amended,

being sections 125.1401 to 125.1496 of the Michigan Compiled Laws, and a municipal electric utility or agency. "Assessment district" means the real property within a district area upon which special assessments are levied or imposed or the construction, reconstruction, betterment, replacement, or repair of a facility to be paid for by funds derived from those special assessments imposed or levied on the benefited real property.

(i) "Retainage" or "retained funds" means the amount withheld from a progress payment to a contractor pursuant to Section 3.

Sec. 2. (1) The construction contract shall designate a person representing the contractor who will submit written requests for progress payments, and a person representing the public agency to whom requests for progress payments are to be submitted. The written requests for progress payments shall be submitted to the designated person in a manner and at such time as provided in the construction contract.

(2) The processing of progress payments by the public agency may be deferred by the public agency until work having a prior sequence, as provided in the contract documents, is in place and is approved.

(3) Each progress payment requested, including reasonable interest if requested under subsection (4), shall be paid within 1 of the following time periods, whichever is later:

(a) Thirty days after the architect or professional engineer has certified to the public agency that work is in place in the portion of the facility covered by the applicable request for payment in accordance with the contract documents.

(b) Fifteen days after the public agency has received the funds with which to make the progress payment from a department or agency of the federal or state government, if any funds are to come from either of those sources.

(4) Upon failure of a public agency to make a timely progress payment pursuant to this section, the person designated to submit requests for progress payments may include reasonable interest on amounts past due in the next request for payment.

Sec. 3. (1) To assure proper performance of a construction contract by the contractor, a public agency may retain a portion of each progress payment otherwise due as provided in this section.

(2) The retainage shall be limited to the following:

(a) Not more than 10% of the dollar value of all work in place until work is 50% in place.

(b) After the work is 50% in place, additional retainage shall not be withheld unless the public agency determines that the contractor is not making satisfactory progress, or for other specific cause relating to the contractor's performance under the contract. If the public agency so determines, the public agency may retain not more than 10% of the dollar value of work more than 50% in place.

(3) The retained funds shall not exceed the pro rata share of the public agency's matching requirement under the construction contract and shall not be commingled with other funds of the public agency and shall be deposited in an interest bearing account in a regulated financial institution in this state wherein all such retained funds are kept by the public agency which shall account for both retainage and interest on each construction contract separately. A public agency is not required to deposit retained funds in an interest bearing account if the retained funds are to be provided under a state or federal grant and the retained funds have not been paid to the public agency.

(4) Except as provided in Section 4(7) and (8), retainage and interest earned on retainage shall be released to a contractor together with the final progress payment.

(5) At any time after 94% of work under the contract is in place and at the request of the original contractor, the public agency shall release the retainage plus interest to the original contractor only if the original contractor provides to the public agency an irrevocable letter of credit in the amount of the retainage plus interest, issued by a bank authorized to do business in this state, containing terms mutually acceptable to the contractor and the public agency.

Sec 4. (1) The construction contract shall contain an agreement to submit those matters described in subsection (3) to the decision of an agent at the option of the public agency.

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(2) If a dispute regarding a matter described in subsection (3) arises, the contractor and the public agency shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the contract, as follows:

(a) In an agreement reached within 10 days after a dispute arises.

(b) If an agreement cannot be reached within 10 days after a dispute arises, the public agency shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the contract and who is not an employee of the agency.

(3) The public agency may request dispute resolution by the agent regarding the following:

(a) At any time during the term of the contract, to determine whether there has been a delay for reasons that were within the control of the contractor, and the period of time that delay has been caused, continued, or aggravated by actions of the contractor.

(b) At any time after 94% of work under the contract is in place, whether there has been an unacceptable delay by the contractor in performance of the remaining 6% of work under the contract. The agent shall consider the terms of the contract and the procedures normally followed in the industry and shall determine whether the delay was for failure to follow reasonable and prudent practices in the industry for completion of the project.

(4) This dispute resolution process shall be used only for the purpose of determining the rights of the parties to retained funds and interest earned on retained funds and is not intended to alter, abrogate, or limit any rights with respect to remedies that are available to enforce or compel performance of the terms of the contract by either party.

(5) The agent may request and shall receive all pertinent information from the parties and shall provide an opportunity for an informal meeting to receive comments, documents, and other relevant information in order to resolve the dispute. The agent shall determine the time, place, and procedure for the informal meeting. A written decision and reasons for the decision shall be given to the parties within 14 days after the meeting.

(6) The decision of the agent shall be final and binding upon all parties. Upon application of either party, the decision of the agent may be vacated by order of the circuit court only upon a finding by the court that the decision was procured by fraud, or other illegal means.

(7) If the dispute resolution results in a decision:

(a) That there has been a delay as described in subsection (3)(a), all interest earned on retained funds during the period of delay shall become the property of the public agency.

(b) That there has been unacceptable delay as described in subsection (3)(b), the public agency may contract with a subsequent contractor to complete the remaining 6% of work under the contract, and interest earned on retained funds shall become the property of the public agency. A subsequent contractor under this subdivision shall be paid by the public agency from the following sources until each source is depleted, in the order listed below:

(i) The dollar value of the original contract, less the dollar value of funds already paid to the original contractor and the dollar value of work in place for which the original contractor has not received payment.

(ii) Retainage from the original contractor, or funds made available under a letter of credit provided under section 3(5).

(iii) Interest earned on retainage from the original contractor, or funds made available under a letter of credit provided under section 3(5).

(8) If the public agency contracts with a subsequent contractor as provided in subsection (7)(b), the final progress payment shall be payable to the original contractor the time period specified in section 2(3). The amount of the final progress payment to the original contractor shall not include interest earned on retained funds. The public agency may deduct from the final progress payment all expenses of contracting with the subsequent contractor. This act shall not impair the right of the public agency to bring an action or to otherwise enforce a performance bond to complete work under a construction contract.

Sec. 5. (1) Except as provided in subsection (2), this act shall apply only to a construction contract entered into after the effective date of this act.

(2) For a construction contract entered into before the effective date of this date, the provisions of this act may be implemented by a public agency, through a contract amendment, upon the written request of the contractor, with such consideration as the public agency considers adequate.

Sec. 6. This act shall take effect January 1, 1983.

END OF SECTION

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Act No. 517
Public Acts of 2012
Approved by the Governor
December 28, 2012
Filed with the Secretary of State
December 28, 2012
EFFECTIVE DATE: April 1, 2013

**STATE OF MICHIGAN
96TH LEGISLATURE
REGULAR SESSION OF 2012**

Introduced by Senators Kahn, Marleau, Brandenburg, Anderson, Green and Booher

ENROLLED SENATE BILL No. 1024

AN ACT to prohibit persons who have certain economic relationships with Iran from submitting bids on requests for proposals with this state, political subdivisions of this state, and other public entities; to require bidders for certain public contracts to submit certification of eligibility with the bid; to require reports; and to provide for sanctions for false certification.

The People of the State of Michigan enact:

Sec. 1. This act shall be known and may be cited as the "Iran economic sanctions act".

Sec. 2. As used in this act:

- (a) "Energy sector of Iran" means activities to develop petroleum or natural gas resources or nuclear power in Iran.
- (b) "Investment" means 1 or more of the following:
 - (i) A commitment or contribution of funds or property.
 - (ii) A loan or other extension of credit.
 - (iii) The entry into or renewal of a contract for goods or services.
- (c) "Investment activity" means 1 or more of the following:
 - (i) A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.
 - (ii) A financial institution that extends \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.
- (d) "Iran" means any agency or instrumentality of Iran.
- (e) "Iran linked business" means either of the following:
 - (i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
 - (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.
- (f) "Person" means any of the following:
 - (i) An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.
 - (ii) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c)(3) of the international financial institutional act, 22 USC 262r(c)(3).

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(iii) Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).

(g) "Public entity" means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.

Sec. 3. (1) Beginning April 1, 2013, an Iran linked business is not eligible to submit a bid on a request for proposal with a public entity.

(2) Beginning April 1, 2013, a public entity shall require a person that submits a bid on a request for proposal with the public entity to certify that it is not an Iran linked business.

Sec. 4. If a public entity determines, using credible information available to the public, that a person has submitted a false certification under section 3(2), the public entity shall provide the person with written notice of its determination and of the intent not to enter into or renew a contract with the person. The notice shall include information on how to contest the determination and specify that the person may become eligible for a future contract with the public entity if the person ceases the activities that cause it to be an Iran linked business. The person shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If a person does not make that demonstration within 90 days after receipt of the notice, the public entity may terminate any existing contract and shall report the name of the person to the attorney general together with information supporting the determination.

Sec. 5. The attorney general may bring a civil action against any person reported under section 4. If a civil action results in a finding that the person submitted a false certification, the person is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the public entity's investigation, and reasonable attorney fees, in addition to the fine. A person who submitted a false certification shall be ineligible to bid on a request for proposal for 3 years from the date the public entity determines that the person has submitted the false certification.

Sec. 6. The provisions of this act are effective only if Iran is a state sponsor of terror as defined under section 2 of the divestment from terror act, 2008 PA 234, MCL 129.292.

Enacting section 1. This act takes effect April 1, 2013.

This act is ordered to take immediate effect.

Carol Mosey Viventi

Secretary of the Senate

Jay Randall

Clerk of the House of Representatives

Approved

.....
Governor

Statewide Prohibition Against Iran-Linked Businesses

The Michigan State legislature passed legislation to prohibit entities that have certain economic relationships with Iran from submitting a bid on a request for proposals (RFP) from state public entities, to require bidders for certain public contracts to submit certification of eligibility with a bid, and to respond to and report a false certification.

The "Iran Economic Sanctions Act" (P.A. 517 of 2012) makes an Iran-linked business ineligible to submit a bid on a RFP with a public entity. School districts, community college districts, and intermediate school districts must require each entity submitting a bid on a RFP to certify it is not an Iran-linked business. This requirement applies to all RFPs and not just to construction projects. Applicants for MDE grants will be required to assure compliance with this condition.

The Iran Economic Sanctions Act defines Iran-linked business as either of the following:

- A person engaging in investment activities in the energy sector of Iran, including a person who provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
- A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

There are additional requirements to respond to and report an entity that has submitted a false certification. These requirements are described in the Iran Economic Sanction Act at:

<http://www.legislature.mi.gov/documents/2011-2012/publicact/pdf/2012-PA-0517.pdf>

Provisions of the Iran Economic Sanction Act remain in effect as long as Iran is defined by the U.S. Secretary of State as a state sponsor of terror, a country determined to have repeatedly provided support for acts of international terrorism. Information about federal sanctions is available at: <http://www.state.gov/j/ct/list/c14151.htm>

Questions regarding the requirements of the Iran Economic Sanction Act may be directed to the Attorney General's office.

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**VENDOR CERTIFICATION
THAT IT IS NOT AN
“IRAN LINKED BUSINESS”**

Pursuant to Michigan law, (*the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.*), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an “IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	Mid-American Granite
Street Address	8475 Port Sunlight Road
City	Newport
State, Zip	Mi 48166
Corporate I.D. Number / State	0990752-00
Taxpayer I.D. #	

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an “IRAN LINKED BUSINESS” as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/ or services to the Owner.

Signature of Vendor's Authorized Agent: 

Printed Name of Vendor's Authorized Agent: Joe Callahan

Witness Signature: Melissa Sachs

Printed Name of Witness: Melissa Sachs

SECTION 00805

SUPPLEMENTAL PROJECT NOTES

1. GENERAL

These specifications form a part of the Specifications and Contract Documents for the 2025-2029 Quarton Lake Maintenance Dredging in the City of Birmingham, with the requirements herein specified supplementing and/or superseding those contained in the balance of the Specifications and Contract documents. Construction specifications not addressed herein on the balance of the specifications shall be in accordance with the MDOT 2020 Standard Specifications for Construction.

2. MOBILIZATION

A lump sum unit price has been provided in the proposal for "Mobilization". This pay item shall be made with the first pay estimate after the construction has been started for compensation to the Contractor for initial project start-up costs including material orders, equipment transportation to the site, demobilizations and remobilizations, etc. Additional unit prices will not be paid for the Contractor to remobilize to the site regardless of the staging or sequence of construction preferred by the Contractor.

To prevent the spreading of invasives species, all equipment and materials placed into Quarton Lake is required to be free of invasive species. All equipment and materials shall be cleaned, disinfected, etc. prior to mobilization to the site. These efforts are incidental to the Contract.

The contract unit price for Mobilization **shall not exceed five (5) percent** of the Total Amount of Bid.

3. NON-COLLUSION

In signing and submitting this proposal, the bidder states that his bid is genuine and not collusive or a sham; such bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding and has not in any manner, directly or indirectly, colluded, conspired, connived, or agreed, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price.

4. INSURANCE FOR GRASS GROWTH

This contract will not be final accepted by the Owner until all work is completed and all disturbed landscape is restored to the same approximate condition as existed prior to construction. Restoration shall be per the specifications.

To insure a dense growth of grass along all landscaped areas, a minimum amount of \$5,000.00 or additional amount as deemed warranted by the Engineer, may be withheld from payment to the Contractor. Upon satisfactory grass growth, the Association will promptly make payment to the Contractor.

5. M.I.O.S.H.A. STANDARDS

All work performed by the Contractor must conform to the current M.I.O.S.H.A. standards and requirements for confined space entry. If required by the Association, the Contractor will be required to sign a waiver stating that he has read, understood and will comply with M.I.O.S.H.A. requirements.

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6. ADDITIONAL BIDS - QUANTITY CHANGES

Additional quotations may be requested during the term of this Contract, separately from the original bid and are subject to the same terms and conditions of the original bid. Also, there will be no adjustment in the contract unit prices regardless of the percentage increase or decrease above or below the contract quantity for any item of work.

7. NON-DISCRIMINATION CLAUSE

By signing and submitting this proposal for consideration by the Owner, the Contractor covenants not to discriminate against an 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, because of race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the contract.

8. INCIDENTAL ITEMS

Any items which are not called out on the Plans shall be included in the unit bid price for Lake Sediment Hydraulic Dredging, Dewatering, and related equipment and materials where appropriate.

9. EXISTING CONDITIONS

Each bidder shall personally visit the site(s) of the project and pay particular attention to the existing conditions and the salient features of the project in order to assure him of the amount of equipment, materials, and work required to satisfy the requirements of the project.

The Oakland County Combined Sewer Interceptor is shown on these Plans for reference only. All dimensions, locations, elevations, etc. in this area shall be field verified by the Contractor prior to the submittal of the bid and prior to construction. No extra compensation will be approved due to field conditions encountered in this area.

10. EXISTING UTILITY LOCATIONS

As an aid to the Contractor, various existing overhead and underground utilities and structures have been shown on the Plans. Neither the Owner nor the Engineer guarantees the accuracy and completeness of locations and number of utilities as this information has been taken from available utility company and municipal records and field topo. The Contractor shall immediately repair or have repaired by the utility owner any damaged utility lines at his own expense, with no additional compensation to be provided by the Owner.

11. MAINTAINING SOLID WASTE (RUBBISH) SERVICES

Rubbish collection shall not be interfered with by the Contractor's operations. If access to certain areas is blocked by the Contractor's operations, he shall transport the rubbish himself to a location accessible to the collection crews, incidental to the project.

12. TEMPORARY POSTAL SERVICE

Uninterrupted postal service shall be maintained throughout the project duration. Should the contractors operations, staging, etc. obstruct normal access to a mailbox or group of mailboxes, the contractor shall establish a temporary bank of mailboxes, conforming to U.S. Postal Regulations at an area not obstructed by his operations. All materials, mailboxes, equipment, labor needed to install, maintain, remove, relocate, renumber, etc. a temporary bank of mailboxes in sufficient number to accommodate all affected properties shall be considered incidental to the project.

If a mailbox, group of mailboxes, and/or newspaper box must be removed due to the project construction or is damaged during construction, the contractor will be solely responsible for replacing, repairing, and/or resetting the mailboxes to their original location and condition. Any damage to the box caused by the Contractor, necessitating replacement parts including the reinstallation of wood or metal posts, shall be taken care of by the Contractor at his own expense. The Contractor shall be responsible for resetting boxes at their original locations in accordance with postal regulations and policy.

13. EXPOSING EXISTING UTILITIES

Contractor shall verify the depth of existing utilities throughout the project length in order to permit the Engineer to adjust grades to avoid conflicts with existing utilities. Should the Contractor fail to expose the existing utilities **Prior to Construction**, the Contractor shall be responsible for removing and reinstalling any proposed utility with which a conflict arises from his failure to perform this item.

14. COOPERATION WITH OTHER CONTRACTORS

The Contractor shall make every effort to cooperate and coordinate with all other contractors working in the area at the time of construction.

15. PERMITS

A Michigan Department of Environmental Quality (Part 301) Permit has been issued for work within the stream and lake. EGLE Part 301 Permit # WRP043424 v.1 issued November 18, 2024 prohibits work between March 01st and June 30th.

A Soil Erosion and Sedimentation Control Permit Application must be made to the City of Birmingham for the project. No permit fees will be incurred by the Contractor. The Contractor shall be responsible for adhering to the permit conditions.

16. HOURS OF OPERATION

The City of Birmingham permits construction between the hours of 7:00 A.M. and 7:00 P.M., Monday through Saturday except legal holidays. Special permission on Sunday will be given if necessary. Should an emergency arise which would require working beyond the hours mentioned, approval for work beyond the permitted hours can be requested to the City Engineer. The Contractor shall contact the Project Engineer to submit this request.

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17. HAULING OPERATIONS IN CITY PARK

Quarton Lake Park will remain open to the public during construction. The Contractor must secure equipment and materials used for construction daily. Additionally, the Contractor must use extreme caution while performing hauling operations, yield for pedestrians and City Park users, and shall use flag control, additional barricades, etc. to ensure public safety.

The trucking route shall be along Woodward, west on Oak Avenue, north on Chesterfield to Quarton Road. The haul route shall not be through the downtown district, i.e. to the south past Oakland Avenue.

18. MISC. SPRINKLER AND LIGHTING REPAIR

The contractor shall make every effort to preserve and protect any existing irrigation systems and street lighting facilities. However, impacts to the system may be unavoidable. All time, materials, subcontractors, etc. for the contractor to immediately restore the system to its existing condition or temporarily modify the overall system to keep irrigation zones unimpacted during construction shall be considered incidental to the project.

19. RESIDENT COMPLAINTS

The Contractor will be required to immediately address any resident complaints or concerns. Should the Contractor not be able to answer the resident, they must be directed to the City or Project Engineer.

20. MAINTAINANCE OF LOCAL TRAFFIC

Access to all private drives shall be maintained at all times.

21. MAINTAINING FLOW

The Contractor shall perform the work so that the flow in the existing sewers or open ditches, streams, etc. is at no time hindered or interrupted. The Contractor will be liable for any and all damages caused by his failure to maintain the flow in existing sewers or watercourses.

22. CONTRACTOR'S LIABILITY

The Contractor shall be solely responsible for any damages to buildings by sewage backups due to his operations. The Contractor shall indemnify and hold harmless the Owner and the Engineer in this regard.

23. SUBSURFACE CONDITIONS

The Contractor shall be solely responsible for making his own subsurface soils investigations and shall assume all risks and responsibility for his conclusions pertaining to the potential difficulties which may be encountered during the course of work. Limited soil boring data has been provided for the Contractor's reference. The Contractor shall complete the work, in whatever material and under whatever ground conditions he may encounter or create, without additional cost to the Owner.

24. DISPOSAL OF EXCAVATED MATERIALS

All materials removed that are not to be stockpiled and used in other areas of the project shall be disposed of off-site. NO exceptions will be considered, and all costs associated with transporting, disposing, etc. shall be considered incidental unless specifically noted herein.

25. WATER

If the Contractor desires to use City of Birmingham water for construction, he shall make arrangements with the DPW Supervisor to use the City's DPW Facility and fill tanker trucks, install a temporary tap, or install a meter and connect to a corporation within a gate well per Birmingham specification. Hydrants may not be used. Water from the river and/or lake may be used for irrigation purposes.

26. OPERATION OF HYDRANTS AND GATE WELLS

All existing gate valves and hydrants are to be operation only by the City. At no time shall the Contractor operate these facilities himself. The Contractor shall contact the City or Project Engineer to schedule these activities.

27. DEWATERING

Any dewatering necessary to construct this project shall be considered incidental and all costs included in the unit bid price for the affected structure installation or earth excavation. The dewatering outlet shall be approved by the Project Engineer and the receiving property shall be protected from erosion.

28. TEMPORARY MAINTENANCE OF DRAINAGE

All-natural drainage within the project limits must be maintained at all times. It shall be left to the discretion of the Contractor as to the type and extent of work and materials necessary to accomplish this.

29. SOIL EROSION AND SEDIMENT CONTROL MEASURES

All costs associated with the requirements not listed as specific bid items shall be considered included in the Runoff Control System pay item or incidental to the project. All Soil Erosion Control Devices shall be installed per Plan or as directed by the Project Engineer. It shall be the Contractor's responsibility to install additional erosion control devices should it be deemed necessary by the City or Project Engineer. The Contractor's responsibilities include installation of turbidity curtains (per sections 02220 and 02228), silt fence, inlet filters, etc., and maintenance and removal of the soil erosion devices through the construction period. At the time of completion of the project, it will be the responsibility of the Contractor to remove temporary devices.

30. TRAFFIC MAINTENANCE AND CONTROL

A lump sum bid item for "Traffic Maintenance and Control" has been provided in the Proposal, and shall include all labor, materials, and equipment necessary for the installation, relocation, covering, supplementing, and removing the proposed traffic control measures including any specialized project signage, barricades, and other traffic control devices as required per the Construction Drawings or by the City of Birmingham. The Contractor shall also provide necessary flag control to protect the safety of the

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general public and the work. This item is to cover the cost of maintaining traffic during the various stages of the project. This item shall also meet the requirements of the specification 02550 Maintaining Traffic.

31. TREE PROTECTION

Keep clear all debris or fill, equipment and material from influence of the tree root system, which is typically the drip line. Snow fencing (4 ft high, orange or red) shall be installed around the drip line of trees as shown on Plans or as directed.

During construction, the Contractor shall not cause or permit the cleaning of equipment or material or the storage or disposal of waste material such as paints, oils, solvents, asphalt, concrete, mortar, or any other material harmful to the life of a tree within the drip line of any protected tree or group of trees.

No damaging attachment, wires (other than supportive wires for a tree), signs, or permits may be fastened to any tree.

Tree Trimming: All bruised and scarred trunks and branches incurred as the result of the work shall be repaired using standard arboriculture procedures and performed by a professional tree service company.

The Contractor shall remove damaged and, where necessary, those low hanging branches that impede his construction work. The Project Engineer shall be notified prior to any substantial trimming necessary for construction. Removal shall be not less than 12" from the tree's main stem. Wherever practical, the Contractor shall "tie back" and protect with reasonable care those branches that interfere with his construction. In the case of pines or trees adjacent to construction activities, tarps are to be placed with caution over the tree branches so as to not break the branches and to protect them from equipment exhaust and damage.

All final branch trimming (trimming within 12" of the main stem) shall be performed by a professional tree service company using standard arboriculture procedures. No additional payment will be made for tree trimming. Trccs shall be trimmed so that branches are evenly distributed on all sides, i.e. no lopsided effects.

Tree Replacement: Trees shown to remain which have been killed or damaged so severely that the survival chances are minimal as determined by the Engineer, shall be removed and replaced with one (1) 2-1/2" minimum caliper tree for each 6" diameter (rounded up to the nearest 6" diameter increment) removed. The replacements shall have at least equal shade potential and other characteristics comparable to those of the trees removed. Type of replacement and location shall be determined by the property owner and City of Birmingham. Trees so replaced shall be paid for solely at the Contractor's expense.

32. GEOTEXTILE CATCH BASIN INSERTS

A unit price is included in the proposal and shall include all labor, materials, equipment, etc. to install geotextile catch basin inserts as called out on the plans. This shall also include the labor, equipment, and materials to maintain the inserts through the period of construction and for the removal of the inserts once the site has been restored.

33. RUNOFF CONTROL STRUCTURE

A unit price is included in the proposal and shall include all labor, materials, equipment, etc. necessary to install a runoff control structure to convey dewatering effluent from the geotextile filter bag(s) to the stream. Installation of plastic sheeting, stone check dams or EnviroBerm or approved equal are considered

included in this plan item. This shall also include the labor, equipment, and materials to maintain through the period of construction and for the removal once the site has been restored. The Runoff Control System shall prevent any erosion from the dredging operations and dewatering and prevent any sediment from entering the stream.

34. LAKE SEDIMENT DREDGING, DEWATERING, AND RELATED EQUIPMENT/MATERIALS

The proposed dredging is to be completed by means of hydraulic dredging. The maximum size hydraulic dredge shall be a ten (10") inch diameter discharge pipe. Due to the capacity of the staging/dewatering area, the dredging process may need to be performed in stages. The spoils will be required to be dewatered and hauled off site per the plan notes and EGLE permit conditions. All costs associated with dredging as shown on the plans are to be included in the unit price of the Proposal for Lake Sediment Dredging, Dewatering, and Related Equipment/Materials including all labor, materials, equipment, etc.

To prevent the spreading of invasives species, all equipment and materials placed into Quarton Lake is required to be free of invasive species. All equipment and materials shall be cleaned, disinfected, etc. prior to mobilization to the site. These efforts are incidental to the Contract.

Payment shall be made by cubic yards removed with the quantity to be determined by measuring dewatered spoils by cubic yards trucked offsite. It is assumed that dredging materials are 50% water by volume. Contractor is to supply all trucking tickets and disposal receipts for payment of these items.

35. LAKE SEDIMENT TRANSPORT AND DISPOSAL IN A TYPE II LANDFILL

A unit price is included in the proposal for trucking dewatered dredge spoils to a Type II landfill and disposal in said landfill and shall include all labor, materials, equipment, etc. to remove the spoils from the dewatering area and properly transporting said spoils to a certified Type II landfill for disposal. The cubic yard price paid will be based on the amount of material transported, not number of truck yards. This will be determined by on-site inspections and load tickets. This unit price is intended to address the Contractor's disposal costs incurred by the Contractor to properly dispose of this material at the Type II Landfill. The Contractor shall provide the landfill name and location to which the material is to be transported at the preconstruction meeting. The Owner will sign disposal manifests as generated. For payment, the Contractor must provide load slips or receipts from the landfill. Street sweeping as necessary to ensure sediment does not enter the lake or storm sewer is considered incidental to the Contract.

36. STREAM/LAKE ACCESS

Contractor shall use equipment suitable for work in the stream and shall minimize the area and duration of disturbance. The City and/or Project Engineer reserves the right to exclude any equipment they deem unacceptable to go into the river due to leaking fluids, invasive species, accumulated sediment, or other potential hazards to water quality. Timber mats or other means as necessary shall be used to protect the edge of the streambank when entering/exiting the stream. The access path will be graded and stabilized by the Contractor in means to support his operations at no additional cost to the City.

A suggested location to enter the Lake has been indicated on the Plans. The Contractor shall provide an access plans and details for City review at the pre-construction meeting.

All costs associated with the Contractor's chosen means of access shall be incidental to the project and included in other line items as necessary. The City will not compensate the Contractor for excess clearing, grading, or restoration due to the Contractor's operations selected. All remaining materials shall be properly disposed of off-site by the Contractor.

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To prevent the spreading of invasives species, all equipment and materials placed into Quarton Lake are required to be free of invasive species. All equipment and materials shall be cleaned, disinfected, etc. prior to mobilization to the site. These efforts are incidental to the Contract.

37. EXISTING PARK APPURTENANCES

There are several existing benches, waste receptacles, and other park appurtenances in the staging area and shown on the plans. The City will remove and store these during the course of construction.

38. STAGING AREA RESTORATION

A unit price for "Staging Area Restoration" is established in the proposal for all costs incurred with restoring the dewatering and staging areas and shall include all labor, equipment, and materials needed to remove all geotextile filter bags, bag fragments, and debris, establish fine grade, and restored disturbed areas (per plans and specifications). The price of restoration shall also include the cost of watering the seeded restored areas for a period of 21 days. The technical specifications for seeding, topsoil, fertilizer, straw blankets etc. are contained in the balance of these specifications.

"Staging Area Restoration" shall include all disturbed areas, unless otherwise specified, which shall be restored with two (2") inches of topsoil, Class A fertilizer and turf seed per specifications herein,

Any restoration outside of the dewatering area, repair of damaged grass pavers, and replacement of damaged concrete access drive and sidewalk shall be considered incidental to the Contract.

39. WATERING

The contractor shall water the plantings and seeded areas daily for a minimum of 21 days with an additional 4 watering events as necessary in the following 2 weeks after the daily watering. Watering shall not occur on Saturdays, Sundays or immediately after rain events. All exceptions shall be approved by the Project Engineer. Water can be taken from the river for the plantings. Watering shall be included in the unit price of "Staging Area Restoration".

40. INSURANCE FOR PLANT/GRASS GROWTH

This contract will not be final accepted by the City of Birmingham until all work is completed and all disturbed landscape is restored to the same approximate condition as existed prior to construction. Grass restoration shall be per the specifications.

To insure a dense growth of grass along all landscaped areas, a minimum amount of \$5,000.00 or additional amount as deemed warranted by the Engineer, may be withheld from payment to the Contractor. Upon satisfactory grass growth defined as 80% coverage, the City will promptly make payment to the Contractor.

41. CONSTRUCTION SCHEDULE

Any deviations from the following proposed schedule shall be pre-approved by the Owner and Engineer:

Notice to award	March 28, 2025
Notice to proceed	May 06, 2025
Start of Construction	July 21, 2025
Substantial Completion	October 01, 2025
Watering	2 weeks following seeding + 4 days per Plans
Planting Guarantee	1 Year following provisional acceptance
Final Completion	November 01, 2025

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SECTION 01000

GENERAL SPECIFICATIONS

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- 1.1 WORKING SPACE
- A. The contractor shall interfere as little as possible with traffic and in all cases shall confine the work operations to the minimum space possible.
 - B. Stockpiling of construction material and equipment will be permitted as necessary, but in no case shall traveled roadways, driveways, or entrances be unduly obstructed.
 - C. Should storage areas be desired on private property, the Contractor may obtain such space on privately owned property at his own expense, by agreement with the property owner thereof.

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The Contractor shall provide the Owner with a copy of the written permission from the private property owner prior to occupying the property.

1.2 WORK WITHIN PUBLIC STREETS OR LAND

- A. Where the centerline of the proposed improvement is within the public street or land, the contractor shall confine his operations to within the public street or land unless easements have been acquired (See "Easements"). It shall be the contractor's responsibility to use such methods and/or materials, including sheeting, so as to prevent any portion of the excavation from encroaching on private property. This shall not preclude the contractor from obtaining the right to encroach on private land in accord with the foregoing article "Working Space." All signing and barricading shall be done in accordance with current edition of the Michigan Manual of Uniform Traffic Control Devices (M.M.U.T.C.D.) as issued by the Michigan Department of Transportation.

1.3 EASEMENTS

- A. In certain instances the owner may have acquired certain permanent easements and construction easements for the contractor's use in constructing the work. The contractor shall confine work operations to these easements except as noted under the foregoing article "Working Space."

1.4 LOCATING WORK

- A. The contractor shall accurately locate the work from reference points established by the Owner along the surface of the ground and the line of work. For sewers, "cut sheets" will be furnished by the Owner. Reference points shall be protected and preserved by the contractor.

1.5 SOIL CONDITIONS

- A. The contractor, as such and as bidder, shall make his own determination as to soil and/or rock conditions and shall complete the work in whatever material and under whatever conditions may be encountered or created, without extra cost to the owner. This shall apply whether or not borings are shown on the drawings.
- B. The owner does not guarantee that the ground encountered during construction will conform with any boring information furnished herein.
- C. The Owner and Engineer may have been involved in the design, construction observation, and/or construction of other underground projects in the area of the proposed construction. The observation field reports, soil reports, and any soil information connected with these projects are available for review by the prospective bidders.

1.6 SURVEY MONUMENTS

- A. Monuments or other recognized property boundary markers at street intersections, section corners, acreage or lot corners, and right-of-way lines shall be preserved and protected. Where such monuments or markers must be removed during construction, the Owner shall be notified and the Contractor shall make all necessary arrangements with a land surveyor registered in the State of Michigan to have these monuments or markers properly witnessed

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prior to disturbance or removal and later reset by the registered land surveyor at no cost to the Owner.

1.7 TRENCH BACKFILL

- A. The Contractor, as such and as bidder, shall carefully review the contract drawings and specifications and shall determine the extent of the "Special Backfill" requirements. The cost of providing for and meeting the requirements for Special Backfill shall be included in the unit price of the work as bid at no extra cost to the Owner.
- B. Special backfill shall be used at all locations and of the type called for on the drawings, and at other locations specified herein whether called for on the drawings or not.
- C. The type and method of backfilling is dependent on its locations and function and shall conform with the following requirements. The owner will supply field observation on the special backfill compaction requirements.
- D. Backfilling of trenches in the shoulder area and under private gravel drives shall be carried to within 6 inches of the existing surface as specified under Trench A or Trench B as required. The shoulder shall be defined herein as the area within ten feet of the pavement edge, or the width of the existing graveled shoulder, whichever is the lesser. The remaining depth shall be backfilled with 6 inches of compacted 21AA aggregate. Backfilling of trenches crossing gravel roads or streets shall be carried to within 8 inches of the existing surface and the remaining depth shall be backfilled with 8 inches of compacted 21AA limestone aggregate. Compaction shall be performed by a pneumatic-tired roller or a vibratory compactor until the compaction requirements as required for Trench A or Trench B and as detailed in the following paragraphs are met.
- E. The requirements as specified herein are in addition to the conditions provided for under permit granted by the City of Birmingham, Board of County Road Commissioners of the County or the Michigan Department of Transportation.
- F. Trench A
 - 1. All trenches under graveled, slag or hard surfaced roads, pavements, hard surfaced parking lots and driveways, sidewalks, curbs and where the trench edge is within 3 feet of a pavement shall be backfilled with bank run sand meeting the requirements of Granular Material, MDOT Class II. The material shall be placed by the Controlled Density Method or other effective means having the approval of the Engineer and is to be compacted to 95 percent of maximum unit weight as determined by ASTM D-1557 Modified Proctor. Trenches under pavement to be constructed in the near future, as noted or shown on the drawings, shall be backfilled with MDOT Class II Granular Material, meeting the requirements of Table 902-3 Grading Requirements for Granular Materials 1996 in the MDOT 1996 Standard Specifications for Construction.
- G. Trench B
 - 1. Trench B shall be used where called for on the drawings and where the trench crosses slag or gravel drives, shoulders, or parking lots whether called for on the drawings or not.

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H. All trenches shall be backfilled with granular material, MDOT Class II to a point 12 inches above the pipe for diameters less than 24 inches and up to the spring line with materials meeting the requirements of the 1996 MDOT Table 902-2, Class 34R for diameters 24 inches or larger. This portion of the backfill is to be placed in layers not exceeding 6 inches in depth, and shall be thoroughly compacted by mechanical tamping to not less than 95% of maximum unit weight utilizing ASTM D-1557 Modified Proctor. The remainder of the backfill shall be made with suitable excavated material (excluding blue and gray clays, peat, muck, marl or other organic materials) placed in one foot layers with each layer being thoroughly compacted by approved mechanical methods, or other effective means having the approval of the Engineer, to a density of 90% of maximum unit weight utilizing ASTM D-1557 Modified Proctor.

1.8 MAINTENANCE AND RESTORATION OF PAVEMENTS, ROAD SURFACES, STRUCTURES AND TRENCH BACKFILL

- A. Where trenches cross existing improved roadways or drives or where the trench parallels an existing improved roadway which is disturbed by the contractor's operations, the contractor shall consolidate the trench backfill and shall place a temporary gravel fill, meeting 21A A Aggregate Gradation or (County Road Specifications) at least 8" thick; and shall, during the life of the contract, maintain the same in good condition with additional gravel as settling takes place. All structures, including curbing, walks, paving, gravel, or street road surfaces, etc., that may be damaged or destroyed by the contractor's operations, shall be repaired and replaced by him at his own expense. In restoring pavement, a saw shall be used and a cut equal to at least 3/4 of the thickness of the existing pavement shall be made on each side of the part to be restored, with the exception of expansion joints that shall be saw cut the full depth of the pavement. Concrete shall be 3500 psi, using six (6) sacks of cement per cubic yard of concrete, unless otherwise required.
- B. If the pavement removed had an asphaltic concrete surface, the surface shall be removed to a distance one foot beyond the limits of the removed concrete pavement. The butt joint in asphaltic concrete removal shall be prepared by sawing through the total depth of asphaltic concrete. The surface shall be replaced with a nominal two inches of MDOT bituminous surface mixture as required by the Owner and meeting the requirements of the Michigan Department of Transportation as to materials and method of replacement at no extra cost to the Owner.
- C. Trenches shall be backfilled to the requirement of "Trench A" or "Trench B" specifications as described in this section and as specified on plans and profiles. After completion of backfill, the work area shall be restored as noted under "Final Cleanup - Grading, Topsoil, and Seeding and/or Sodding".

1.9 ROAD PERMITS

- A. The contractor shall obtain any necessary construction permits required of contractors for work within public streets, highways, roads, or alleys. The cost of construction permits, including, but not limited to, inspection fees, application fees, and/or review fees that may be required in connection with such permits, shall be at the Contractor's expense. Construction operations shall be conducted in accordance with provisions of such permits, including tunneling of pavements where required. The cost of any required bonds shall be included in the cost of the work as bid.

1.10 ROAD DETOURS

- A. The contractor shall provide and maintain all temporary roadways as required for work operations or as required under "Road Permits" or otherwise specified or shown on the drawings at no extra cost to the Owner.

1.11 PROTECTION OF THE PUBLIC

- A. The contractor shall provide sufficient barricades, guard railings, fencing, advance construction signing, coverings or other means to protect the public from injury due to the work operations, including completed or uncompleted work, at all times until acceptance of the work by the Owner at no extra cost to the Owner.

1.12 BARRICADES AND PROTECTION

- A. The contractor shall provide and maintain in good repair, all barricades, guard railings, etc., as required for the protection of the workers, the Owner's employees and employees of Owner's agent in strict compliance with state and local requirements.
- B. At dangerous points throughout the work, the contractor shall provide and maintain guard rails, colored lights, and flags. All possible precautions shall be taken to protect the workers from injury at no extra cost to the Owner.

1.13 MAINTENANCE OF TRAFFIC

- A. During the progress of the work, the contractor shall accommodate both vehicular and pedestrian traffic as provided in these specifications and as indicated on the drawings. In the absence of specific requirements, traffic shall be maintained in accordance with the current edition of the Michigan Manual of Uniform Traffic Control Devices. Access to fire hydrants and water valves shall always be maintained. The contractor's truck and equipment operations on public streets shall be governed by County regulations, all local traffic ordinances, and regulations of the Fire and Police Department.
- B. Small street openings necessary for manholes, alignment holes, sewer connections, etc. will be permitted. Such holes shall not be open longer than necessary and shall be protected and any traffic detouring necessary shall be done to the satisfaction of the Owner. Wherever possible, small openings shall be covered with steel plates at pavement level secured in place during periods that work is not being performed at no extra cost to the Owner.
- C. Where streets are partially obstructed, the contractor shall place and maintain temporary driveways, ramps, bridges and crossings which in the opinion of the Owner are necessary to accommodate the public at no extra cost to the Owner. In the event of the contractor's failure to comply with the foregoing provisions, the Owner may, with or without notice, cause the same to be done and deduct the cost of such work from any monies due or to become due the contractor under this contract. However, the performance of such work by the Owner, or at his insistence, shall serve in no way to release the contractor from his liability for the safety of the traveling public.
- D. The contractor shall provide flagmen, warning lights, signs, fencing and barricades necessary to direct and protect vehicular and pedestrian traffic at no extra cost to the Owner.

- E. The contractor shall inform the local fire department in advance of work operations of street obstructions and detours, so that the fire department can set up plans for servicing the area in case of an emergency. The governing police department and the owner shall be notified at least one week prior to obstructing any street.

1.14 PRESERVATION OF TREES

- A. The contractor shall protect and preserve all trees along the line of work, and will be held responsible for any damage to trees. Where necessary to preserve a tree and its main roots, the contractor shall tunnel under such tree. Where specifically called for on the drawings, the contractor shall remove trees completely, including stumps and main roots.
- B. Where tunneling is not required for trees close to the trench and root trimming is necessary, the contractor shall hand trench ahead of the machine digging and cut all roots cleanly to minimize damage to the roots.
- C. Tree branches shall be tied back to protect them from the contractor's machinery.
- D. When a tree is removed by the contractor for his convenience and with the permission of the Owner and the adjacent property owner (where required), the contractor shall furnish one three (3) inch dia. tree for every six (6) inches of diameter of the tree removed. The species shall be as directed by the Owner. All trees installed shall be guaranteed to grow for a period of one (1) year.
- E. The contractor will receive no extra compensation for preservation of trees or for their removal and replacement where called for, and the cost of all work involved shall be included in the unit price bid or at no extra cost to the owner.

1.15 REPLACEMENT OF SHRUBBERY

- A. The contractor shall protect and/or replace all shrubbery damaged or destroyed by operations under this contract at no extra cost to the owner.

1.16 SODDING

- A. Where called for in the specifications, or on the drawings, the contractor shall furnish all labor and material and place Grade A sod to the finished grade shown or to conform with existing grades and provide a smooth and uniform surface to meet existing ground surface.
- B. Sod shall be densely rooted blue grass or other approved perennial grasses, free from noxious weeds and reasonably free from other weeds. Sod shall be not less than 2 inches thick, cut in strips not less than 10 inches wide by 18 inches long. The type of grass shall match the adjacent lawn.
- C. The area to be sodded shall be made smooth and shall be covered with not less than 2 inches of approved top soil screened to remove all debris uniformly spread over the scarified ground surface.
- D. Sod shall be moist and shall be laid in a moist earth bed. Pegs shall be used where required to hold the sod in place.

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- E. Sod shall not be placed during a drought nor during the period from July 1 to August 15.
- F. Sod to be kept moist by the contractor for fourteen (14) days to insure growth.
- G. The cost of providing for and meeting the sodding requirements shall be included in the bid price or at no extra cost to the owner.

1.17 FINAL CLEANUP, GRADING, TOP SOIL AND SEEDING (Environmental Seed Mix)

- A. Upon completion of construction and before final payment is made, the contractor shall restore the working area to as clean a condition as existed before construction operations started.
- B. The Contractor shall go over the entire area and regrade and fill any areas that may have settled, including fills made from excess excavated materials and all other areas that may have been disturbed during construction operations.
- C. Where established lawn or grass areas have been disturbed by the contractor's operations, the Contractor shall provide, unless otherwise specified or called for on the drawings or in the specifications, not less than the minimum depth of approved top soil and shall grade, seed, fertilize and mulch the areas as required by the Owner and per the following Table:

<u>Location</u>	<u>Seed Mixture</u>	<u>Amount of Seed</u>	<u>Fertilizer</u>	<u>Top Soil (min.)</u>
Lawn	MDOT Class A	100 lb/Acre	400 lb/Acre	3"
Other Areas	MDOT Roadside	35 lb/Acre	200 lb/Acre	2"

- D. Fertilizing and sowing shall be done in an approved manner, and the seed shall be covered by light raking or dragging, and then rolled with a light roller. Fertilizer shall be 10-6-4 commercial type.
- E. Seeding areas are to be kept moist for fourteen (14) days to insure growth. The cost of providing for and meeting these requirements shall be incidental to the project unless otherwise provided.

1.18 EXISTING STRUCTURES AND UTILITIES

- A. Certain underground structures and utilities have been shown as an aid to the contractor, but the owner does not guarantee their location or that other underground structures or utilities may not be encountered.

1.19 PUBLIC AND PRIVATE UTILITIES

- A. Utilities
 1. The Contractor must provide adequate protection for water, sewer, gas, telephone, TV cable, or any other public or private utilities encountered. The Contractor will be held responsible for any damages to such utilities arising from his operation.
 2. When it is apparent that construction operations may endanger the foundations of any utility conduit, or the support of any structure, the contractor shall notify the utility owner of this possibility and shall take steps as may be required to provide temporary bracing or support of conduit or structures.

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3. In all cases where permits or inspection fees are required by utilities in connection with changes to or temporary support of their conduits, the contractor shall secure such permits and pay all inspection fees.
4. Where it is necessary in order to carry out the work, that a pole, electric or telephone, be moved to a new location, or moved and replaced after construction, the contractor shall arrange for the moving of such pole or poles, and the lines thereof, and shall pay any charges therefor.
5. Where it is the policy of any utility owner to make repairs to damaged conduit or other structures, the contractor shall cooperate to the fullest extent with the utility and shall see that construction operations interfere as little as possible with the utilities operations. The contractor shall pay any charges for these repairs.

B. Existing Sewer Facilities

1. Existing sewers or drains may be encountered along the line of work. In all such cases, the contractor shall perform the work in such a manner that sewer service will not be interrupted. and shall make all temporary provisions to maintain sewer service as incidental to the work as bid.
2. Unless otherwise indicated on the drawings, the contractor shall replace any disturbed sewer or drain, or relay same at a new grade and/or location to be established by the Owner such that sufficient clearance for the sewer will be provided.
3. The contractor will receive no extra compensation for replacement or relocation of sewers or drains encountered, or for relaying at a new grade where called for by the drawings unless a separate bid item has been included in the proposal.

C. Existing Water Facilities

1. Where existing water mains are encountered in the work, they shall be maintained in operation. If necessary, they shall be re-laid using ductile iron pipe of the type and with joints as specified within the current water main specifications of the governmental agency controlling said utility.
2. The contractor will receive no extra compensation for the relaying and/or lowering or raising of water mains or water service leads, except where a separate bid item has been included in the proposal.

D. Existing Gas Facilities

1. Where existing gas mains and services are encountered, the contractor shall arrange with the gas company for any necessary relaying, and shall pay for the cost of such work unless otherwise provided.

1.20 PUMPING, BAILING AND DRAINING

- A. The contractor shall provide and maintain adequate pumping and drainage facilities for removal and disposal of water from trenches or other excavations.
- B. Where the work is in ground containing an excessive amount of water, the contractor shall provide, install, maintain, and operate suitable deep wells or well points, connecting manifolds and reliable pumping equipment to operate same to insure proper construction of the work. Alternate dewatering methods may be implemented if approved by the Owner.
- C. Drainage or discharge lines shall be connected to adjacent public storm water drains or extended to nearby water courses wherever possible. In any event, all pumping and drainage

shall be done without damage to any highway or other property, public or private, and without interference with the rights of the public or private property owners and in accordance with the MDEQ and local requirements for soil erosion and sedimentation control.

- D. The contractor shall receive no extra compensation for providing, maintaining or operating any dewatering or drainage facilities.

1.21 SHEETING, SHORING AND BRACING

- A. Where necessary in order to construct the work called for by the contract, to insure the safety of the workers, or to protect other things of value, the contractor shall use and, if necessary, leave in place, such sheeting, shoring, and bracing as is needed to carry out the work or to adequately insure the stability of such work, or to insure the safety of the workers and/or to protect adjoining things of value. The contractor will receive no extra compensation for sheeting, shoring, or bracing, whether removed or left in place.

1.22 DISPOSAL OF EXCAVATED MATERIAL

- A. With the exception of an amount of excavated materials sufficient for backfilling and construction of fills, as called for on the drawings, all broken concrete, stone, and excess excavated materials shall be disposed of from the site by the contractor. The contractor will be required to obtain his own disposal ground, and will receive no extra compensation for disposing of any of the excess materials.

1.23 DISPOSAL OF WASTE MATERIALS

- A. Unless otherwise directed by the owner, all waste materials and debris resulting from the construction work shall be removed from the premises at no extra cost to the owner.
- B. The contractor shall, at all times, keep the premises free from accumulations of waste material or debris caused by his employees or work, and shall remove same when necessary or required by the owner.

1.24 TUNNELING

- A. The contractor shall construct the work in tunnel where shown on the drawings or required by permits, and at other locations may, at his option, construct the work in tunnel where it crosses existing roadways, public and private utilities, walks or other structures. Tunnel work shall be constructed in accordance with the drawings and specifications, "Road Permit" requirements, or as otherwise noted on the drawings at no extra cost to the owner.

1.25 COMPRESSED AIR

- A. The contractor shall provide compressed air as required for the work at no extra cost to the owner.

1.26 EXPLOSIVES

Explosives may be brought or used on the premises only with the written consent of the owner.

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- A. If explosives are used, the contractor shall comply with all laws, rules, and regulations governing their use. The contractor shall be fully responsible for the safety of all persons and property and any approval by the owner shall not relieve the contractor of such responsibility.
- B. All fees and assessments in connection therewith shall be paid for by the contractor, the cost of which shall be included in the proposal. The contractor shall be responsible for furnishing sufficient, properly qualified safety inspectors as required by the state and local governing bodies. The cost of providing for and meeting the requirements for handling explosives shall be at no extra cost to the owner.

1.27 INSPECTION OF PREMISES

- A. The bidder shall visit the premises and thoroughly acquaint himself with the conditions to be encountered in the installation of the work shown on the drawings and described in the specifications, as no extras will be allowed to cover work which he has not included in his tender due to his failure to inspect the premises.

1.28 SCHEDULE OF OPERATIONS

- A. The contractor shall submit, for the owner's review and approval, a schedule of his proposed operations. The contractor's schedule shall be complete and shall show in detail the manner in which he proposed to complete the work under this contract.

1.29 ORDINANCES AND CODES

- A. All work shall be executed and inspected in accordance with all local and state rules and regulations and all established codes applicable thereto and shall conform in all respects to the requirements of all authorities having jurisdiction thereover.
- B. Should any change in the contract plans and/or specifications be required to comply with local regulations, the contractor shall notify the owner in accordance with Specification 00120, Instructions to Bidders. After entering into contract, the contractor will be held to complete all work necessary to meet the local requirements without extra expense to the owner.
- C. Where the work required by the drawings and specifications is above the standard required, it shall be done as shown or specified.

1.30 REQUIREMENTS PERTAINING TO WORK WITHIN RAILROAD RIGHTS-OF-WAY

- A. Where the contract drawings call for work within railroad rights-of-way or where the work crosses under railroad tracks, the contractor shall secure the approval of the railroad company of the method and schedule of operations and shall carry out the work in strict accordance therewith, all to the satisfaction of the railroad company and at no extra cost to the owner.
- B. The owner will pay the cost of all inspectors and flagmen required and furnished by the railroad company during the construction operations.
- C. The additional named insured under General Supplementary Conditions for "Owner and Contractor's Protective Public Liability and Property Damage Insurance" shall include the name of the railroad company.

1.31 TRAFFIC CONTROL

- A. During construction the contractor shall control traffic in accordance with the current edition of the Michigan Manual of Uniform Traffic Control Devices issued by the Michigan Department of Transportation.

1.32 DUST CONTROL

- A. The contractor shall provide adequate measures to control dust caused by his operation. The methods employed, and frequency of application shall be as approved and directed by the Owner.

1.33 INCONVENIENCES

- A. The contractor shall at all times be aware of inconveniences caused to the abutting property owners and general public. Where undue inconveniences are not remedied by the contractor, the municipality, upon four hours notice, reserves the right to perform the necessary work and to have the owner deduct the cost thereof from the money due or to become due to the contractor.

END OF SECTION

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SECTION 01210

REQUEST FOR PARTIAL PAYMENT FORM

To: CITY OF BIRMINGHAM
151 MARTIN
P.O. BOX 3001
BIRMINGHAM, MI 48012-3001

Date Submitted: _____

Date Received: _____

REQUEST FOR PARTIAL PAYMENT

Partial Payment Request # _____

The undersigned (the "Contractor") hereby requests payment for work performed on the Contract # 15-24(M) 2025-2029 QUARTON LAKE MAINTENANCE DREDGING PROJECT for the period beginning _____ and ending _____. Attached is an itemized list of completed quantities delivered to date.

During the above period, did Contractor incur additional costs for labor or materials because the bid package was missing important information? _____ (if yes, you must provide details of the additional costs and the missing information).

During the above period, did Contractor incur additional costs for labor or materials because the bid package contained information that was not true? _____ (if yes, you must provide details of the additional costs and the untrue statements).

During the above period, did Contractor incur additional costs for labor or materials because the site conditions were different from what you expected? _____ (if yes, you must provide details of the additional costs and the site conditions, both what you expected and what you encountered).

During the above period, did Contractor incur additional costs for labor or materials because of any reasons not mentioned above? _____ (if yes, you must provide details of the additional costs and the reasons the same were incurred).

The above does not include additional work through work directives issued by the City of Birmingham as described on the attached or as covered by an agreed basis of payment attached.

Contractor hereby certifies, represents and warrants that all suppliers, subcontractors and employees have been paid in full for all materials and labor provided on the job during the above period. Contractor certifies, represents and warrants that there have been no change orders issued or requested during the above period, except for the following:

Contractor certifies, represents and warrants that Contractor will never request payments, other than the request made in this form, for any work performed or materials provided during the above period, except for the following unresolved items:

Attached are the following documents
Further detailing the above.

1. _____
2. _____
3. _____

Contractor:

(Company or Contractor Name)

(Signature of Officer of the Company)

Type or Print Name and Title

END OF SECTION

SECTION 01220

REQUEST FOR FINAL PAYMENT FORMS

CONTRACTOR'S AFFIDAVIT

To: CITY OF BIRMINGHAM
151 MARTIN ST.
P.O. BOX 3001
BIRMINGHAM, MI 48012-3001

Date Submitted _____

Date Received _____

REQUEST FOR FINAL PAYMENT

Payment Request # _____

The undersigned _____ hereby represents

Name of Contractor

that on _____ he/she (it) was awarded a contract by The City of Birmingham hereafter

Date

called the Owner to perform work in accordance with the terms and conditions of Contract #15-24 (M), otherwise known as the 2025-2029 QUARTON LAKE MAINTENANCE DREDGING PROJECT; and the undersigned further represent that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his/her (its) indebtedness arising by reason of the said contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the said contract, have been fully paid or satisfactorily settled. The undersigned further agrees that if any such claim should hereafter arise, he/she (it) shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts on this ____ day of _____, 20__.

Company or Contractor Name: _____

Signature of Officer of Company _____

Type or Print Name and Title _____

Name

Title

Subscribed and sworn to before me, a Notary Public in and for _____ County, Michigan on this _____ day of _____, 20__.

_____, Notary Public

My commission expires: _____

SWORN STATEMENT

STATE OF MICHIGAN)
) ss:
COUNTY OF)

_____ , being duly sworn, deposes and says that
_____ is the Contractor for an
improvement to the following described real property situated in the County of Oakland, City of
Birmingham, State of Michigan, described as follows:

in accordance with the general requirements of the Contract by and between the CITY OF
BIRMINGHAM and _____ the
following is a statement of each subcontractor, supplier and laborer for the payment of wages or
fringe benefits and withholdings is due but unpaid with whom the (contractor)(subcontractor) has
(contracted) (subcontracted) for the performance under the contract with the CITY OF
BIRMINGHAM, and that the amounts due to the persons as of the date hereof are correctly and
fully set forth opposite their names as follows:

Name of Subcontractor Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Amount of Laborer Wages	Amount of Laborer, Fringe Benefits and Withholdings Due but Unpaid

The contractor has not procured material from, or subcontracted with, any person other than those set forth above, and owes no money for the improvement other than the sums set forth above.

Deponent further says that he or she makes the foregoing statement as the (contractor)(subcontractor) or as _____ of the (contractor)(subcontractor) for the purpose of representing to the CITY OF BIRMINGHAM that the Payment Bond for labor and materials is free from claims for the possibility of claims except as specifically set forth above.

Deponent further says that he or she is a duly authorized representative of the (contractor)(subcontractor) and has been authorized to give this release of all claims against the City arising under or by virtue of _____ contract dated _____ .

Deponent

Subscribed and sworn to before me

this _____ day of _____
20_____

Notary Public

_____ County, Michigan

My Commission Expires:

END OF SECTION

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SECTION 01300
WORK DIRECTIVE FORM

From: CITY OF BIRMINGHAM
151 MARTIN
P.O. BOX 3001
BIRMINGHAM, MI 48012-3001

Time: _____ Date: _____

Work Directive No. _____

To: Contractor: _____

Name and # of Contract: Quarton Lake Maintenance Dredging Contract # 15- 24 (M)

The following changed condition(s) are recognized by the City of Birmingham for the above referenced Contract. In order to insure continuation of the progress of the contract this work directive is issued for the following work described below:

The basis for payment will be: _____ Written Quotation from the contractor.

_____ Unit Bid Prices _____ Time and Material

_____ Other (describe) _____

A written quotation shall include a detailed description of the tasks involved and the expected timetable to be completed along with a firm quotation for cost.

A time and material basis for work shall be supplemented with agreed quantities and prices between the contractor's field representative authorized to act on behalf of the contractor and the city inspector. It also shall be backed up by unit prices for time, material and equipment supplied to the City in a timely manner. Should this information not be readily available, it shall be provided the following day or a basis for payment shall be agreed to in writing within 24 hours of agreeing to a time and material work directive.

Any other basis shall be approved by all parties in writing before starting work. Should a utility cause the delay, names and approval shall be obtained if possible by their agent.

Approved:

Contractor Supt. Date City Inspector Date City Engineer Date

END OF SECTION

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SECTION 02200
EARTHWORK

1.01 SECTION INCLUDES

- A. Earth Excavation
- C. Clearing
- D. Removing Trees and Stumps
- E. Removing Existing Structure, Retaining Walls and Culverts
- F. Removing Miscellaneous Structures
- G. Roadway Excavation
- H. Excavation and Backfill for Structures
- I. Subbase
- J. Fine Grading
- K. Final Trimming and Cleaning Up

1.02 EARTH EXCAVATION

- A. Excavation shall consist of all work required to construct the earth grade and its appurtenances true to the lines, grades and cross sections called for on the plans and in accordance with these specifications. Excavation shall consist of the following items, any and all of which may be included and incidental to it: clearing and grubbing; removing trees, stumps, hedge, old culverts and miscellaneous structures; roadway excavation, including salvaging and stock-piling topsoil; excavation for structures; trimming and finishing earth grade; fine grading and cleanup; final trimming and cleaning up; and cleaning up roadsides.
- B. Soil notations when shown on the plans are for general information purposes only and shall not relieve the Contractor of his responsibility in investigating all local conditions affecting the work.

1.03 CLEARING

- A. This work shall consist of clearing and/or clearing and grubbing of all areas within the project limits which interfere with excavation, final grading, and restoration.
- B. Clearing shall consist of cutting, removing and disposing of all trees, stumps, brush, shrubs and other vegetation from the above designated areas.
- C. Clearing shall consist of all the items or work enumerated above for clearing and shall also include removing from the ground all roots, logs, brush, matted roots and debris of any nature within the areas designated above and the subsequent disposal of all spoil materials from the project.
- D. Grading operations shall not be started in any area until the clearing and grubbing within the area affected has been completed.
- E. All trees, shrubs and other plants not designated on the plans or by the Engineer to be removed shall be carefully protected.

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- F. All trees, stumps, brush, shrubs, and other vegetation occurring between lines 2 feet outside of grading which are not designated on the plans or by the Engineer to be saved, and all such material occurring outside of such limits which are shown on the plans to be removed, shall be cut off flush with the ground and disposed of.
- G. All trees, stumps, brush, shrubs, roots, logs, matted roots, other vegetation and debris occurring between lines 2 feet outside of the grading limits as specified above under "Site Clearing" shall be completely removed from the ground surface and properly disposed of off site. Within excavation areas, the trees, stumps and roots shall be removed to a depth of not less than 12 inches below the sub grade elevation of the roadway, or 12 inches below the finished surface outside of the roadway areas. In embankment areas, where the top of road metal is 5 feet or less in height above the existing ground, the trees, stumps and roots shall be removed to a depth of not less than 12 inches below the existing ground surface. Where the top of road metal is more than 5 feet in height above the existing road, the trees and stumps shall be cut off flush with the existing ground surface. The removal of stumps and roots may be accomplished by the use of a "Shredding Machine" meeting the approval of the Engineer.
- H. All holes remaining after the grubbing operation in embankment areas shall have the sides broken down or leveled and shall be refilled with acceptable material, moistened and properly compacted in layers by tampers or rollers to the density required under Roadway Excavation. The same construction procedure shall be applied to all holes remaining in excavation areas where the depth of holes exceeds the depth of the proposed excavation.
- I. If the contract includes a separate item for "Clearing" or "Clearing and Grubbing," the contract unit price shall be payment in full for performing all work as herein specified.
- J. If the contract does not include a separate item for "Clearing" or "Clearing and Grubbing," these items will be considered as incidental to the work of Earth Excavation.

1.04 REM. TREES AND STUMPS

- A. This work shall consist of removing trees or stumps where called for on the plans, or directed by the Engineer which occur within the right of way outside of areas estimated for clearing and grubbing, and shall include cutting such trees, removing their stumps from the ground and properly disposing of the material.
- B. The size of trees will be determined by the average diameter of the tree trunk taken at a point 4 feet above the ground. The diameter will be measured to the nearest full inch. Trees having major limbs lower than 4 feet from the ground shall be measured at the smallest diameter below such limbs.
- C. Stumps shown on the plans or authorized by the Engineer to be removed will be measured as the average diameter across the top of the stump. Measurement will be to the nearest full inch.
- D. Where more than one tree grows from a common source below ground, each tree or stump therefrom will be measured as a separate tree or stump.
- E. If the contract contains a separate item for "Tree Removal" or "Removing Stumps," the contract unit price each shall be payment in full for removing such trees or stumps, which are outside the areas estimated for clearing and grubbing, backfilling of all holes after removal of

trees or stumps, and disposing of materials, in accordance with the following schedule of sizes:

Diameter

Removing Trees and Stumps	8-18 inches
Removing Trees and Stumps	19-36 inches
Removing Trees and Stumps	37 inches or larger
Removing Stumps	Same diameters as trees

- F. Removing trees or stumps less than 8 inches in diameter shall be considered as incidental to work of Earth Excavation unless the contract contains an item of work covering such removal. Trees and stumps less than 8 inches in diameter will not be shown on the plans unless their removal is covered by a contract item.
- G. If the contract does not include a separate item for Tree Removal or Removing stumps above 8 inches in diameter, then all work specified in this section, as shown on the plans, shall be considered as incidental to construction of the project.

1.05 REMOVING EXISTING STRUCTURES, RETAINING WALL AND CULVERTS

- A. This work shall consist of removing, in whole or in part, all structures, retaining walls and culverts shown on the plans to be removed or required to be removed for the construction of the project, or the filling of old culverts as required, together with the salvaging, storing and disposing of all resulting materials and the backfilling and compacting of all resulting trenches.
- B. Structures shall be removed in such a manner as not to damage work or material which is to be salvaged or any new work under construction. Portions of existing structures not interfering with the new construction shall be removed to at least 2 feet below the earth grade of the new work. Portions of the existing structures, outside of the construction limits, shall be removed as indicated on the plans.
- C. Materials designated to be salvaged shall be stored in neat piles in locations determined by the Engineer within the right of way and adjacent to the site or the work, or loaded on trucks. Materials not designated to be salvaged shall become the property of the Contractor and shall be removed from the site of the work.
- D. All old culverts or parts thereof that interfere with the new construction, or which are specified to be removed shall be removed. Steel and timber superstructures and abutments, and the floors of all concrete and masonry culverts that are to be abandoned, shall be removed entirely. Concrete and masonry abutments shall be removed entirely or broken down to an elevation of at least 2 feet below the proposed elevation of the earth grade.
- E. Where old culverts are to be extended or otherwise incorporated into the new work, only such part of the old structure shall be removed as to provide a proper connection to the new work, and the connecting edges shall be cut, chipped and trimmed to the required lines and grade without weakening or damaging the part of the structure to be retained.

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- F. All road pipe culverts that are to be abandoned, the tops of which come within 3 feet below the proposed earth grade within the area of the roadbed, and elsewhere to an elevation within 2 feet below the proposed finished earth grade, shall be removed. Road culverts at a lower elevation, if in good condition in the opinion of the Engineer, may be properly bulkheaded and left in place. The ends of the culvert left in place shall be blocked with a masonry bulkhead or concrete which thickness shall be 1/3 the diameter of the pipe, but in no case less than 12 inches.
- G. If the contract contains a lump sum price for "Removal of Existing Structures" or "Removal of Portions of Existing Structures," such lump sum price shall be payment in full for the removal and disposal of the existing structures. If the contract does not specifically provide for separate payment and the plans provide for such removal, no extra payment will be made for these items of work, but compensation therefore shall be considered as being incidental to construction of the project.
- H. If the contract includes a separate item for removing culverts, the contract unit price each for "Removing Culverts" shall be payment in full for excavation, removing the specific culverts listed, salvaging, storing, disposing of the materials and backfilling the trenches.
- I. All materials including Granular Backfill, required for backfilling removed structures or culverts, shall be considered incidental to removal of the structures involved, unless otherwise specified.
- J. If the contract does not include an item for Removing Culverts, the removal indicated on the plans shall be incidental to the proposed construction. The removal and disposal of all existing culverts which is necessary to accommodate proposed construction will be considered as incidental to the proposed construction.
- K. The bulkheading of all open ends of pipe culverts which is necessary due to a partial removal of the culvert shall be incidental to the item of work which necessitated the partial removal.

1.06 REMOVING MISCELLANEOUS STRUCTURES

- A. This work shall consist of removing old pavement, surface and base course, integral and separate curb, curb and gutter, sidewalk, masonry, railway track, fence, poles, safety zones, guard rail, manholes, catch basins, inlets, sewers and any other structures which are not suitable to be left in the roadway; and salvaging and disposing of the resulting materials and backfilling the resulting trenches, holes and pits.
- B. Breaking Down and Removing
 1. All old structures with all attached parts and connections shown on the plans to be removed, or that which interferes with the new construction, shall be entirely removed within the limits shown, unless otherwise provided.
 2. In removing separate curb or separate curb and gutter, sidewalk, crosswalk, and similar structures, where portions of the existing structure are to be left in the surface of the finished work, the old structure shall be removed to an existing joint, unless otherwise directed by the Engineer. Where integral curb is to be removed flush with the existing concrete pavement, the operation shall be performed by mechanical means so as to leave a reasonably neat and flush cleavage plane, without damage to the underlying pavement. When pavement which includes integral curb is to be removed, the removal shall be as

herein specified for concrete pavement. In removing an old pavement or concrete base with a bituminous surface, the old concrete shall be removed to an existing joint or cut to a true line with a vertical face at the locations called for on the plans, or as directed by the Engineer. The cutting of old pavement or base course shall be accomplished by line drilling a sufficient number of times such that removal of the old concrete will not in any manner disturb or damage the sections of pavement or base course which are to remain in place. In addition to line drilling, all finished pavement shall be cut to a depth of at least 3 inches with a power-driven concrete saw so as to eliminate all traces of the drilling. In removing a concrete base course, where part of the existing bituminous surface is to remain in place, the bituminous surface shall be cut the full depth by the use of a power driven saw along a line parallel to and at least 1 foot from either side of the base course removal. The removal of the bituminous surface as provided above, together with removal of the concrete base will be paid for as "Removing Old Pavement." Any concrete or bituminous surface damaged beyond the removal called for shall be removed and replaced at the Contractor's expense.

3. When a concrete or brick pavement is encountered under the existing pavement, the item of "Removing Old Pavement" will be allowed for each pavement removed, except old pavement with a concrete cap will be considered as only one pavement, whether or not there is a separation layer of earth or bituminous material between the old pavement and the concrete cap. The removal of a flexible pavement such as aggregate or macadam that is encountered in the excavation, at any elevation will not be paid for separately, but shall be included as a part of Earth Excavation.
4. Small quantities of earth may incidentally be removed when removing old pavement. Any earth so removed shall be replaced by backfilling with suitable material meeting the approval of the Engineer to the elevation of the proposed subgrade at the Contractor's expense.
5. The item of Removing Asphalt Surface shall consist of removing an asphalt or tar surface from a rigid base, such as concrete or brick, or from a flexible base, such as macadam or aggregate, and disposing of the material removed. The removal of an asphalt surface and the underlying aggregate or macadam base will be paid for as Earth Excavation. The removal of an asphalt surface and the concrete or brick base will be paid for as Removing Old Pavement. Where part of the existing asphalt surface is to remain in place exposed, it shall be cut the full depth by the use of a power-driven saw before starting to remove the adjacent surface. Where part of the existing asphalt surface is to remain in place and is to be resurfaced with asphalt, it shall be cut to a true line with equipment approved by the Engineer.
6. All masonry structures within the area of the roadbed shall be removed entirely or broken down to an elevation of at least 2 feet below the proposed earth grade, and elsewhere to an elevation of at least 1 foot below the proposed earth grade.
7. In the removal of railway track, all rails, paving, ties, tracks, encasement, concrete foundations and other appurtenances shall be removed. Rails shall be separated into single rail lengths of lengths not greater than 33 feet. Crushed stone or gravel ballast shall be left in place unless otherwise provided.
8. In the removal of manholes, catch basins and inlets, any live sewers connected with them shall be rebuilt and properly connected, and satisfactory by-pass service shall be maintained during such construction operations.
9. If the plans call for abandoning manholes, catch basins or inlets, the castings shall be carefully removed and the masonry broken down to an elevation at least 2 feet below the proposed earth grade within the area of the roadbed, and elsewhere to an elevation at least 1 foot below the proposed earth grade. The abandoned structures shall be backfilled with

a concrete mixture composed of 1 part Portland cement to not over 10 parts of fine aggregate. Existing live sewer connections shall be rebuilt and properly reconnected and satisfactory by-pass service shall be maintained during such construction operations. The removed castings shall remain the property of the Owner.

10. All open ends of abandoned sewers encountered in removing or abandoning drainage structures shall be plugged with brick masonry or concrete.
11. All sewers that are to be abandoned, the tops of which come within 3 feet below the proposed earth grade within the area of the roadbed and elsewhere to an elevation within 2 feet below the proposed earth grade, shall be removed. Sewers at lower elevation, if in good condition in the judgment of the Engineer, may be properly plugged and left in place as provided above.
12. When a portion of the existing structure is to be retained, care shall be taken not to impair the value of the retained portion during construction operation.
13. All operations necessary for the removal of any structure which might endanger the new construction shall be completed prior to construction of the new work.

C. Disposing of Materials

1. Materials salvaged during construction of the project shall become the property of the Contractor unless otherwise shown on the plans or in the proposal. Materials reserved for use by the Owner shall be removed without damage to the material and stored outside the limits of construction at the location and in the manner approved by the Engineer. Materials that become the property of the Contractor shall be removed from the project.
2. Suitable pieces of concrete or masonry removed during construction of the project may be used in the construction or riprap, tree wells, and similar structures, or may be used otherwise as approved by the Engineer.
3. All concrete, stone, brick and such material that cannot be used as above specified, all broken concrete which is matted together by steel reinforcement, and all other waste material, shall be properly disposed of by the Contractor at no cost to the Owner.

D. Backfilling

1. All trenches, holes and pits resulting from the breaking down or removal of miscellaneous structures shall be filled with suitable excavated material, or porous backfill of the grade specified as follows:
2. Backfilling of the entire trench, hole or pit excavation under road surfaces, pavement, sidewalk, curb, driveways and where the edge of the excavation is within 3 feet of the pavement shall be made with Granular Material, Class II. The material shall be placed by means having the approval of the Engineer and is to be compacted to 95 percent of maximum unit weight. If the above operation will result in a non-draining pocket, the backfill method and materials shall be as directed by the Engineer.
3. Backfilling of all other excavations beyond the areas noted above shall be made with selected excavated material placed in one-foot layers with each layer being thoroughly compacted by means having the approval of the Engineer, to a density equivalent to the undisturbed adjacent soil.

Unless otherwise provided this work will be measured in the original position of the structures to be removed as follows:

4. Removing Old Pavement, surface course and concrete or brick base course will be measured by area in square yards. Unless otherwise provided, Removing Old Pavement shall include surface course and base course. Where removing old curb or curb and gutter is required in conjunction with Removing Old Pavement, surface or base course, these

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- structures will be classed as Removing Old Pavement, surface course or base course and will be measured by area in square yards. Concrete driveways to be removed will be measured as Removing Old Pavement unless otherwise provided.
5. Removing Curb, Curb and Gutter, Gutter, or Integral Curb flush with existing concrete pavement, in cases where these structures are not adjacent to old pavement or base course which is to be removed, will be measured by length along the base of the curb face or along the flow-line of the gutter in lineal feet.
 6. Removing Asphalt Surface will be measured by area in square yards.
 7. Removing Sidewalk will be measured by area in square yards.
 8. Removing masonry structures will be measured by volume in cubic yards.
 9. Removing guard rail will be considered as incidental to Earth Excavation or new guard rail construction.
 10. Removing Railway Tracks will be measured by length in lineal feet of rail. Removing the paving and track foundations between the rails and on each side of the track will be measured separately by volume in cubic yard as Removing Track Encasement.
 11. Removing Fence will be measured by length in feet.
 12. Removing Sewers of the diameter specified will be measured by length in feet.
 13. Removing Utility Poles, Pole Stubs, Manholes, Catch Basins, Inlets and Safety Zones will be measured as units, including all attached parts and connections.
 14. Granular Material, Class II, will not be measured or paid for separately, but will be considered as incidental to the removal item, unless otherwise provided for in the proposal.
 15. The contract unit price shall be payment in full for sawing, where specified herein, breaking down, removing, backfilling and disposing of materials.
 16. The bulkheading of all open ends of abandoned sewer encountered in removing or abandoning drainage structures and sewers, as herein specified, or in the construction of new sewers, shall be considered as incidental to the removal or abandonment of the structure or sewer, or the item of new construction.
 17. The removal of any sewer, manhole, catch basin or inlet which is shown on the plans, and which is necessary to permit the construction of a new item of work shall be incidental to the item of work.
- E. If the contract does not include a separate item for removing any of the miscellaneous structures listed herein, removing such structure or structures, as herein specified and as shown on the plans, including sawing, shall be considered as incidental to the proposed construction.

1.07 ROADWAY EXCAVATION

- A. This work shall consist of the removal and disposal of all materials necessary for construction of the earth grade, including salvaging and stockpiling topsoil; preparing roadway foundation; picking up and disposing of stones, boulders and broken rock; grading the roadway, intersections and entrances; constructing ditches; construction embankments; borrow excavation; disposing of surplus and unsuitable materials; and maintaining the work in a finished condition until acceptable.
- B. All excavated materials which are not covered by separate items in the contract will be considered as Earth Excavation and shall include all the work listed under the general heading of Excavation.

- C. Earth Excavation may be designated as Borrow Excavation, Unsuitable Subgrade Excavation or Ditch Excavation, if so provided.
- D. Salvaging and Stockpiling Topsoil
1. Topsoil, within the grading limits for cuts, and where the fill is less than 5 feet in height to the top of road metal, shall be removed to a depth and width specified on the plans or as directed by the Engineer. Topsoil from berm ditches and inlet and outlet ditches shall be removed within construction limits, if required on the plans or in the proposal. Topsoil from peat and muck areas shall not be removed. All vegetation shall be cut to a height of approximately 5 inches and all such vegetation brush, stones, rocks, and any other objectionable litter or foreign material shall be removed before the ground is broken for removal of topsoil. All vegetation shall be disposed of as specified under "Site Clearing" and/or Clearing and Grubbing.
 2. Equipment and methods of operations shall be such as to avoid the lifting of subsoil.
 3. The topsoil from the roadway shall be stockpiled in an approved location within the limits of the highway, or placed in the slopes as directed by the Engineer. Upon completion of the work, all stockpile areas shall be restored to a neat and satisfactory condition as directed by the Engineer.
 4. When the fill is to be 5 feet or less to plan grade, the topsoil shall be stripped from the entire fill area.
 5. Where embankments are to be constructed on existing slopes steeper than 1 vertical to 6 horizontal, consecutive steps with a horizontal dimension of not less than 3 feet shall be formed in the slope before any of the embankment material is placed.
 6. Old road surfacing of gravel, crushed stone, or other non-rigid type, occurring within the area of the roadbed and underlying proposed embankment less than 1 foot in depth shall be broken up and removed.
- E. Unsuitable Subgrade Excavation
1. Unsuitable Subgrade Excavation shall be the operation of removing unsuitable soils below the level of the ground after topsoil has been stripped in fill areas where the embankment is to be 5 feet or less in height to plan grade, and the removal of unsuitable soils, below the subgrade elevation, as determined by the Engineer in cut areas after the subgrade has been established.
 2. Unsuitable Subgrade Elevation shall be accomplished within the limits as established by the Engineer. All such excavated material shall be disposed of as shown on the plans or as directed by the Engineer.
 3. The areas excavated of unsuitable material shall be backfilled with non-frost heaving material similar to the adjacent soil, except that when directed by the Engineer for areas where free water due to seepage is present, the excavation shall be backfilled with Granular Material, Class II and drainage shall be provided. The backfill shall be compacted to not less than 95 percent of the maximum unit weight, unless otherwise specified.
- F. Disposing of Stones, Broken Rock and Boulders
1. All stones and boulders, occurring within construction limits that are not required for the construction of riprap or like structures may be placed in embankments, insofar as feasible. The stones and boulders shall be placed in layers and all voids shall be completely filled with sound earth, and thoroughly compacted, but no layer of such material shall be placed within 12 inches of the surface of the earth grade between the outside edges of the shoulders.

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2. Boulders in excess of 1/8 cubic yard in volume that cannot be placed in embankments shall be disposed of in a manner that will not detract from the appearance of the roadside.
3. All stones, broken rock and boulders less than 1/8 cubic yard in volume that cannot be placed in embankment or otherwise incorporated in the work shall, unless otherwise specified, be disposed of by the Contractor at his own expense. If buried, the top of the stones, broken rock and boulders shall be not less than 12 inches below the natural ground level.

G. Grading the Roadway, Intersections and Entrances

1. All suitable materials removed from the excavation shall be used in the construction of the earth grade, as far as practicable, and at such other places as shown on the plans or as approved by the Engineer.
2. The road bed and ditches shall be maintained in such condition that the work will be well drained at all times. If it is necessary, in the prosecution of the work, to interrupt existing surface drainage, sewers or under-drainage, then temporary drainage facilities shall be provided until the permanent drainage work is completed. The construction of all temporary drainage facilities shall be considered as incidental to the construction of the project.
3. The grading shall be so conducted as to avoid removing or loosening any material outside of the required slopes and any such material which may be removed or loosened shall be replaced and thoroughly compacted to the required cross section. All intersecting roads, approaches, entrances and driveways shall be graded as shown on the plans or as directed by the Engineer.

H. Constructing Ditches

1. All suitable materials excavated from inlet, outlet, berm and intercepting ditches shall be used in the construction of the roadway, as far as practicable, or shall be otherwise disposed of as shown on the plans or as directed by the Engineer. No waste or surplus excavation shall be left within 3 feet from the edge of the ditch. Any such surplus or waste material shall be spread in a thin, uniform layer. All roots, stumps, trees, and other objectionable materials in the slopes and bottom of the ditch shall be removed and the holes backfilled with suitable material. All ditches constructed on the project shall be maintained to the required cross section and shall be kept free from debris until final acceptance.
2. When the contract contains a separate item and unit price for inlet, outlet, berm, or intercepting ditch excavation, it shall include the removal and disposal of all materials encountered as provided above for the construction of such new ditches, or the trimming, straightening, widening, deepening and relocating or existing ditches at the locations shown on the plans.
3. All temporary and abandoned ditches within the proposed roadway limits shall be backfilled with suitable material meeting the approval of the Engineer and compacted to 95 percent of maximum unit weight. Temporary and abandoned ditches beyond the limits of the roadway shall be backfilled with suitable material to the elevation of the surface of the adjacent ground or, as required to form the desired contour. This portion of the backfill shall be uniformly compacted to form a stable surface.

I. Constructing Embankments

1. Embankments shall be constructed with sound earth. The materials shall be deposited and compacted by either the Twelve-Inch Layer Method or the Controlled Density Method.

- The Controlled Density Method will be required unless some other method is specifically called for on the plans or authorized.
2. Where stones are prevalent, the material shall be carefully placed so that all large stones will be well distributed and the interstices completely filled with smaller stones, earth, sand or gravel so as to form a solid embankment. Any rock or fragmental material of such size as would prohibit it from being placed in layers of the specified depth shall be placed in the embankment only where and as directed by the Engineer. In no case shall stones over 3 inches in diameter be placed within 12 inches of the surface of the earth grade within the areas between lines 2 feet outside of the edges of proposed road metal.
 3. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material.
 4. Where filling in layers of the specified thickness is not feasible, as in the case of filling in water or filling over slopes too steep for the operation of equipment, the embankment may be constructed in one layer of sand or sandy gravel to the minimum elevation at which the equipment can be operated as determined by the Engineer. The fill material placed in this manner shall be thoroughly compacted by rolling or tamping, by use of approved compacting equipment by thorough saturation with water, by vibration, or by a combination of these or other approved methods capable of producing a uniform and well consolidated roadway foundation. Above this elevation the embankment shall be constructed in layers of the specified thickness, unless otherwise provided on the plans or authorized.
 5. Portions of the embankment adjacent to any structure shall be constructed as specified under Excavation and Backfill for Structures,
 6. The construction requirements for the two methods of placing and compacting embankments are as follows:
 - a) Twelve-Inch Layer Method. The material shall be deposited and spread in layers not more than 12 inches in depth, loose measure, parallel to the finished grade and extending to the full width of the embankment. The material shall be deposited by operating the conveying equipment over the layer being placed, insofar as feasible. Each layer shall be compacted to not less than 95 percent of the maximum unit weight as determined at the existing moisture content. The maximum unit weight will be determined as specified under the Controlled Density Method, except the test shall be modified to comply with the existing moisture content of the material at the time of placing. The operations of compacting shall be continued until each layer is compacted to the required density for its full width.
 - b) Controlled Density Method. The material for the embankment shall be deposited and spread in layers not more than 9 inches in depth, loose measure, and extending to the full width of the embankment.
 7. The material for embankments of 4 feet or less and the bottom 4 feet of embankments of more than 4 feet above the surface of the ground upon which the embankment is to be constructed shall have not more than the optimum moisture content at the time of compaction.
 8. The material for that part of the embankment more than 4 feet above the surface of the ground upon which the embankment is to be constructed shall have a moisture content of not greater than 2 percent above optimum at the time of compaction.
 9. If the material contains an excess of moisture, it shall be dried to the required moisture content before being compacted.
 10. Each layer of material containing the required amount of moisture shall be compacted to not less than 95 percent of the maximum unit weight, unless otherwise specified on the plans, in the proposal or authorized before the succeeding layer is started.

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11. When the original ground upon which the embankment is being placed, or any section of compacted embankment, or the soil in cut sections becomes rutted or distorted by the Contractor's equipment, the method of operation shall be changed to eliminate this condition. The Contractor shall reshape and recompact any area so rutted or distorted at his own expense. This shall be done before any succeeding layers are placed.
12. Where the embankment is to be 5 feet or less in height to the plan grade, the topsoil shall be stripped from the entire fill area. The depth of the topsoil to be removed shall be as shown on the plans or as directed by the Engineer. After the topsoil is removed, the entire area upon which the embankment is to be constructed shall be compacted to not less than 90 percent of the maximum unit weight, to a depth of 9 inches.
13. Where the embankment is to be more than 5 feet in height to the plan grade, the original ground over the entire area upon which the embankment is to be constructed shall be compacted to not less than 90 percent of the maximum unit weight, to a depth of 9 inches.

J. Disposing of Surplus and Unsuitable Material

1. All suitable surplus excavated material may be used to uniformly widen embankments to flatten slopes and to fill low places in the right of way, as approved by the Engineer. All unsuitable material shall be disposed of as shown on the plans or deposited in low places within the right of way as approved by the Engineer. All surplus and unsuitable material that cannot be used as above specified shall be disposed of by the Contractor at his expense. Removal and disposal of all unsuitable material shall be completed before surfacing operations are started.
2. Public and private roads used by the Contractor between the project and disposal locations shall be maintained by the Contractor at his expense, including repairs of any damage caused by his operations, and including the application of a dust palliative, when necessary, as determined by the Engineer.
3. "Earth Excavation" will be paid for at the contract unit price per cubic yard, which price shall be payment in full for all work specified under the general heading of Excavation, for which no separate unit price is included in the contract. Disposal of all excavated materials together with the stockpiling of topsoil will be considered incidental to Earth Excavation.
4. Unsuitable Subgrade Excavation will be paid for at the contract unit price per cubic yard for Earth Excavation, which price shall be payment in full for excavating the material below the subgrade elevation in cut sections, or below the elevation of the stripped embankment area in fill sections, and disposing of the material as shown on the plans or as directed by the Engineer. There will be no item of Overhaul, and all haul costs thereof shall be incidental to this item of Unsuitable Subgrade Excavation.
5. Backfilling of areas created by the item of Unsuitable Subgrade Excavation with suitable materials excavated from the project will be paid for as Earth Excavation. The quantity to be paid for shall be equal to the amount of unsuitable material excavated below the earth grade in cut areas or below the existing ground elevation after topsoil removal in fill areas as measured in cubic yards of volume in its original position.
6. If special backfill is required in the areas of Unsuitable Subgrade Excavation, the contract unit price per cubic yard or per ton shall be payment in full for furnishing, backfilling and compacting this material.
7. If the contract includes a separate item for "Ditch Excavation", the contract unit price per lineal foot shall be payment in full for all the work of excavation, trimming and disposing of all encountered materials as herein provided. Stump and tree removal with the ditch excavation will not be paid for separately.

8. Unless otherwise provided in the proposal, no payment will be made separately or directly for haul or any part of the work. All haul will be considered a necessary and incidental part of the work and the cost thereof shall be included in the contract unit price for the pay item of work involved.
9. Compaction of the embankment will not be paid for separately, but shall be considered as incidental to the work of Earth Excavation and shall include all the work of manipulating the soil to dry it or adding water, as required to obtain the specified densities. No claim for additional compensation will be allowed for any delay required to obtain the specified moisture content or the specified density.

1.08 EXCAVATION AND BACKFILL FOR STRUCTURES

- A. This work shall consist of the removal and disposal of all materials necessary for the construction of structures including cofferdams, channel excavation, placing and compacting the backfill, disposing of surplus material and cleaning up the site. This work shall include all necessary clearing and grubbing and removing old structures or parts thereof, as required, except where the contract includes a separate item or items for such work.
- B. Foundation excavation will be classified as unclassified excavation, and shall include all materials of whatever nature encountered, including rock excavation and portions of the existing structure which are within the foundation excavation limits as shown on the plans and which are to be removed.
- C. Foundation Excavation
 1. Foundation excavation shall be made of sufficient size to permit construction of the foundation units and to provide for adequate drainage. When masonry is to rest on an excavated surface other than rock, special care shall be taken not to disturb the bottom of the excavation, and the final removal of the material to grade shall not be made until just before the masonry is to be placed. Concrete shall not be placed until the depth of excavation has been checked and the suitability of foundation material has been approved. The elevations for the bottom of footings shall be subject to such changes as are necessary to insure a satisfactory foundation if so provided by authorization.
 2. The surface of all rock or other hard material upon which masonry is to be placed shall be freed from all loose fragments, cleared and cut to a firm surface. The surface shall be level, stepped, or serrated as directed by the Engineer.
 3. For structures other than bridges, footing excavation may be trimmed to the exact size of the footing and the footing forms omitted, where soil conditions permit and when approved by the Engineer. In this case, adequate forms to establish the grade and alignment for the top of the footing and to support the reinforcing steel in proper position will be required.
 4. All unsound material underlying proposed structures other than bridges shall be removed and replaced with bank run gravel or coarse aggregate, in layers not exceeding 6 inches in depth, and each layer shall be thoroughly compacted by tamping or vibrating, or both. The foundation shall be otherwise corrected if so provided.
 5. The Contractor shall furnish, place and maintain at all times such sheeting and bracing as may be required to support the sides of the excavation and to support and protect from damage all structures, including pavement, curbs, sidewalks, pipe lines and conduits adjacent to or crossing the trench, and such sheeting as may be required for the safety of vehicular and pedestrian traffic. Sheeting and bracing, not required by the plans or authorized by the Engineer to be left in place, shall be removed as the trench is backfilled.

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Supports for pipes, conduits, etc., crossing the trench shall conform to the requirements of the owners of such facilities, and, if so ordered by the Engineer, shall be left in place.

D. Cofferdams

1. The interior dimensions of cofferdams shall be such as to give sufficient clearance for the construction of forms and the inspection of their exteriors, and to permit pumping outside of the forms. Cofferdams or cribs which are tilted or moved laterally during the process of striking shall be righted or enlarged so as to provide the necessary clearance. Cofferdams shall not be braced to substructure forms. They shall be constructed so as to protect the work in place against damage from high water and to prevent injury to the foundation by erosion. No timber bracing shall extend into or remain in the finished masonry.
2. Plumbing shall be done from a sump located outside the forms in such manner as to avoid injury to the concrete. When called for on the plans or provided by authorization, a tremie concrete seal shall be placed.
3. Cofferdams shall be removed in such a manner as not to disturb or mar the finished masonry.
4. The Engineer will order that sheet piling for cofferdams remain in place in case its removal might induce movements in the completed structure or otherwise jeopardize the completed work.

E. Channel Excavation

1. Channel excavation shall consist of the removal and disposal of all materials of whatever nature encountered necessary for the purpose of bank trimming, straightening, widening, deepening or relocating the channel or the stream or watercourse. Channel excavation shall include all clearing, and grubbing and tree removal within and adjacent to the channel for a distance of 3 feet from either side of the top of bank.
2. Channel excavation shall be made to the grades and cross section as called for on the plans or as otherwise ordered by the engineer, and the resulting material shall be used in the construction of approach fills or disposed of as shown on the plans or as approved by the Engineer. No waste or surplus excavation shall be left within 3 feet of the edge of the channel and any surplus shall be spread and uniformly sloped to provide drainage to the channel.
3. All temporary and abandoned channels within the proposed roadway limits shall be backfilled with suitable material meeting the approval of the Engineer and compacted to 95 percent of maximum unit weight. Temporary and abandoned channels beyond the limits of the roadway shall be backfilled with suitable material to the elevation of the surface of the adjacent ground, or, as required, to form the desired contour. This portion of the backfill shall be uniformly compacted to form a stable surface.

F. Backfill

1. Backfill shall not be placed against any portion of the structure until the structure has been approved by the Engineer for backfilling. The required curing, surface finishing and waterproofing of the work to be covered by backfill shall be completed and all concrete shall have attained at least 75 percent of its design strength as determined by cylinder or beam tests, before the backfill is made. The cylinders and beams shall be cured at the same temperature as the structure concrete. All spaces excavated and not occupied by the new structure or by special porous backfill shall be backfilled with sound earth or other approved material from the excavation. After the backfill has been placed and compacted to the flow lines elevation of the weepholes, the back end of each weepole shall be

covered with not less than 2 cubic feet of coarse aggregate, as incidental to construction of the structure. Where underdrains are called for in lieu of weepholes, the types and limits of porous backfill material required around the underdrains shall be as called for on the plans. All stones, boulders, and broken rock, placed in the backfill shall be uniformly distributed in layers except that no such material shall be placed within 12 inches of any pipe, conduit or other structure that might be subject to breakage. All voids therein shall be carried up the surface of the adjacent ground or to the elevation for proposed earth grade and its top surface shall be neatly graded. Prior to placing backfill on existing slopes which are steeper than 1 vertical to 6 horizontal, steps shall be formed in the slopes. Backfill around abutments, piers and other structures shall be deposited on opposite sides at the same time to equalize the loading. Fills around all structures shall be trimmed to the lines shown on the plans.

2. Unless otherwise specified on the plans or required, the space for a distance of at least 18 inches from the back of abutments, wings, and retaining walls and from the bottom of weepholes or other drainage devices to the elevation of earth grade shall be backfilled with Granular Material, Class II, in such a manner as to provide drainage.

G. Disposal of Surplus and Unsuitable Material

1. Surplus and unsuitable material shall be disposed of as specified under Roadway Excavation or as otherwise shown on the plans or approved by the Engineer.
2. Unless otherwise specified, foundation excavation will be measured by volume in cubic yards in its original position in the space bounded by the existing ground surface or exposed portion of the existing substructures, the elevation of the bottom of the foundation, and the vertical planes indicating the excavation limits, as shown on the plans.
3. When the contract contains a separate item for Cofferdams, all cofferdams for the structure will be grouped as a unit and measured as such unless otherwise provided on the plans or authorized.
4. Channel Excavation will be measured by volume in cubic yards in its original position and will be exclusive of any material indicated above as foundation excavation.
5. Granular Backfill of the grades specified will be measured by volume in cubic yards, loose measure or compacted in place, as provided on the plans. Material placed outside of the maximum pay limits of porous backfill as shown on will not be included in the pay quantity.
6. "Unclassified Excavation" will be paid for at the contract unit price per cubic yard, which price shall be payment in full for the work specified.
7. If the contract contains a separate item for "Cofferdams," the contract lump sum price shall be payment in full for the work of constructing, maintaining and removing all cofferdams, including pumping. No payment will be made for this item before work has progressed to a point where the cofferdams are no longer needed. If the contract does not include a separate item for cofferdams, no payment will be made to the Contractor for cofferdams as such but the cost thereof shall be included in the contract unit price for substructure concrete.
8. Temporary sheet piling left in place by order of the Engineer, which is not specified on the plans or in the proposal to be left in place, will be paid for on the basis of the salvage value of the material placed.
9. "Channel Excavation" will be paid for at the contract unit price per cubic yard, which price shall be payment in full for the work specified.
10. Backfill, except granular backfill, will not be paid for as such but payment for all work in connection with its handling shall be included in the price paid for foundation or channel excavation.

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11. "Granular Backfill" of the grades specified will be paid for at the contract unit price per cubic yard, which price shall be payment in full for furnishing the material, hauling and compacting the material in place. When such backfill is made with excavated materials from the project, it will not be paid for as such, but will be incidental to excavation, unless otherwise provided.
12. No payment will be made separately or directly for haul on any part of the work. All haul will be considered a necessary and incidental part of the work and the cost thereof shall be included in the contract unit price for the pay items of work involved.

1.09 SUBBASE

- A. This work shall consist of placing a subbase of Granular Material, Class II on the prepared subgrade.
- B. The subgrade shall be constructed to the alignment, grade and cross section shown on the plans, and the surface shall be trimmed as described under Fine Grading, Preparing Subgrade when a concrete pavement or concrete base course or when a non-rigid surface or base course is to be placed.
- C. Should the subgrade at any time prior to or during the placing of subbase become soft or unstable to the extent that rutting occurs in the subgrade, or to the extent that subgrade material is forced up into the subbase material, the operation of hauling and placing subbase shall be immediately discontinued. Where subgrade material has become mixed with the subbase material, the mixed material shall be removed and disposed of. After the subgrade has been corrected as directed by the Engineer, new subbase material shall be placed and compacted as specified above. The removal, disposal, and replacement of the subbase shall be at the Contractor's expense.
- D. Subbase (compacted in place) will be measured by volume in cubic yards based on the neat lines called for on the plans.
- E. Subbase (compacted in place) will be paid for at the contract unit price per cubic yard, which price shall be payment in full for all the work specified, including furnishing, hauling, placing and compacting the material.
- F. Water used for compacting the subbase will not be paid for separately, but shall be considered as incidental to the construction of the subbase.

1.10 FINE GRADING

- A. This work shall consist of trenching, when required, preparing the subgrade, and constructing shoulders, and shall apply to the area between the outside lines of the finished shoulders or between the outside edges of curb or curb and gutter where such structures are called for.
- B. Trenching
 1. Trenching will not be required unless it is shown on the plans. When trenching is required, it shall consist of grading to the approximate elevation and cross section for subgrade plus a sufficient distance on the shoulders outside of the excavated area or elsewhere in its intended final position.

2. All stones and rocks over 3 inches in diameter encountered in trenching shall be removed and disposed of as specified under Roadway Excavation and this work shall be considered as incidental to the item of Fine Grading.

C. Preparing Subgrade

1. The Subgrade shall be smoothed, trimmed and completed to require line, grade and cross section shown on the plans. The subgrade between lines at least 1 foot on either side of the proposed metal shall be compacted to not less than 95 percent of the maximum unit weight for a depth of 9 inches. All soft and yielding materials encountered which become unstable under the compaction effort, and all other unsuitable materials shall be removed and replaced with suitable materials as directed by the Engineer.
2. The surface of the subgrade shall be finished in the manner described herein, depending on the type of surface or base course to be placed.
 - a) Concrete Pavement and Concrete Base Course
 - i. When a concrete pavement or concrete base course is to be placed directly on the prepared subgrade, and no subbase is to be placed, the earth subgrade shall be constructed at or slightly above the required elevation so that the placing of forms, and the operation of the subgrade planer on the forms, shall involve a cutting and removal of previously compacted material. The preparation of the subgrade shall be completed ahead of placing forms a distance equivalent to that covered normally in one day's paving operation.
 - ii. After the pavement forms have been set true to line and grade, a subgrade planer operating on the forms shall be used to plane off the high grade. If any low areas are encountered they shall be filled with suitable material and compacted to the density of the adjacent soil and this area re-planed. A self-propelled 5-ton roller shall be used behind the subgrade planer prior to placing concrete.
 - b) Non-Rigid Surface and Base Courses
 - i. When a non-rigid surface or a base course is to be placed on the prepared subgrade, the earth subgrade shall be constructed to the alignment, grade, and cross section shown on the plans, except that a tolerance of 1/10 foot above or below the established grade will be permitted. The grade shall be that obtainable from machine operations, and the 1/10 foot tolerance shall be a permitted variation, and not a uniform difference from the plan grade. The preparation of the subgrade shall be completed ahead of placing the aggregate surface or base course a distance equivalent to that covered normally in one day's operation of placing aggregate surface or base course.
 - ii. When a flexible pavement or base course is being constructed, unless the subgrade is composed of sand or other freely self-draining material, positive subgrade drainage during the placing and compacting of the road metal shall be obtained by cutting and maintaining trenches through the shoulders approximately 150 feet apart, staggered alternately each side of the centerline, with one or more placed at right angles opposite low points in the grade. These drainage trenches shall be at least 1 foot in width at the bottom and at such depth and grade as to give positive drainage from the subgrade. The trenches shall be filled with Granular Material, Class II, unless otherwise directed by the Engineer.
 - iii. The subgrade as formed shall be maintained in a smooth and compacted condition until the non-rigid surface or base course has been placed. Should the subgrade at any time prior to or during the placing of the concrete pavement, non-rigid surface, or subbase become soft or unstable to the extent that rutting occurs, the

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subgrade will be corrected as directed by the Engineer at the Contractor's expense.

- iv. No subbase, base course, surfacing, curb or curb and gutter shall be placed on the subgrade until it has been approved by the Engineer.

D. Constructing Shoulders

1. Earth shoulders shall be constructed of sound earth or other approved material to the required grade and thoroughly compacted by rolling with pneumatic-tired compacting equipment. The use of steel tread tractors for compacting the shoulders along pavements will not be permitted. The equipment shall be operated in such manner as to provide satisfactory compaction without damaging the pavement. The shoulders shall be constructed in a proper sequence with the surfacing operation. In the construction of gravel and other non-rigid type surfaces, the shoulders shall be constructed during the preparation of the subgrade to a height not less than the edge thickness of each course of road metal before compaction.
2. Aggregate shoulders of the type specified shall be constructed according to the requirements specified for the particular type of shoulder material required.
3. If the contract does not include a separate item for "Fine Grading," this work will be considered as incidental to construction of the project.

1.11 FINAL TRIMMING AND CLEANUP

- A. Final trimming and cleaning up shall include removing weeds and other objectionable vegetation on those portions of the construction site outside of the finished shoulder lines or outer edges of the curbs.
- B. All irregularities shall be made smooth, washouts shall be filled, all backslopes rounded and entire areas compacted and completed to the required lines, grade and cross sections.
- C. All weeds shall be cut and all rubbish and debris removed from the project, and disposed of as provided for under Clearing and Grubbing.
- D. If the contract does not include a separate item for "Final Trimming and Cleaning Up," this work will be considered as incidental to the construction of the project.

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SECTION 02202

DRAINAGE GEOTEXTILES

PART 1 GENERAL

1.1 RELATED SECTIONS

- A. Section 02200 –Earthwork

1.2 REGULATORY REQUIREMENTS

- A. Conform to ASTM D4759

PART 2 PRODUCTS

2.1 DESCRIPTION

- A. This work shall consist of furnishing and placing a geotextile for drainage applications as shown on the drawings. The geotextile shall be designed to allow passage of water while retaining insitu soil without clogging. The quantities of drainage geotextiles as shown on the plans may be increased or decreased at the direction of the Engineer based on construction procedures and actual site conditions that occur during construction of the project. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

2.2 MATERIALS

- A. Fibers used in the manufacture of geotextiles, and the threads used in joining geotextiles by sewing, shall consist of long chain synthetic polymers composed of at least 85% by weight polyolefins, polyesters, or polyamides. They shall be formed into a network such that the filaments or yarns retain dimensional stability relative to each other, including selvages. These materials shall conform to the physical requirements of Table 1.
- B. Geotextile rolls shall be furnished with suitable wrapping for protection against moisture and extended ultraviolet exposure prior to placement. Each roll shall be labeled or tagged to provide product identification sufficient for inventory and quality control purposes. Rolls shall be stored in a manner which protects them from the elements. If stored outdoors, they shall be elevated and protected with a waterproof cover.

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2.3 TABLE 1 – PHYSICAL REQUIREMENTS FOR DRAINAGE GEOTEXTILES

<u>PROPERTY</u>	<u>CLASS A4</u>	<u>CLASS B5</u>	<u>TEST METHOD</u>
Grab Strength Lbs.	180	80	ASTM D 4632
Elongation (%)	N/A	N/A	ASTM D 4632
Sewn Seam Strength ⁶ Lbs.	160	70	ASTM D 4632
Puncture Strength Lbs.	80	25	ASTM D 4833
Burst Strength psi	290	130	ASTM D 3786
Trapezoid Tear Lbs.	50	25	ASTM D 4533
Apparent Opening Size	1. Soil with 50% or less particles by weight passing U.S. No. 200 Sieve, AOS less than 0.6mm (greater than #30 U.S. Std. Sieve) 2. Soil with more than 50% particles by weight passing U.S. No. 200 Sieve, AOS less than 0.297mm (greater than #50 U.S. Std. Sieve).		ASTM D 4751
Permeability ⁷ (cm/sec)	k fabric >k soil for all classes		ASTM D 4491
Ultraviolet Degradation at 150 Hours	70% Strength retained for all classes		ASTM D 4355

1. Acceptance of geotextile material shall be based on ASTM D 4759.
2. Contracting agency may require a letter from the supplier certifying that its geotextile meets specification requirements.
3. Minimum - use value in weaker principal direction. All numerical values represent minimum average roll value (i.e., test results from any sampled roll in a lot shall meet or exceed the minimum values in the Table). Stated values are for non-critical, non-severe applications. Lots samples according to ASTM D 4354.
4. Class A Drainage applications for fabrics are where installation stresses are more severe than Class B applications; i.e., very coarse, sharp angular aggregate is used, a

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heavy degree of compaction (95% AASHTO T99) is specified or depth of trench is greater than 10 feet.

5. Class B Drainage applications are those where fabric is used with smooth graded surfaces having no sharp angular projections, no sharp angular aggregate is used; compaction requirements are light (<95% AASHTO T99) and trenches are less than 10 feet in depth.
6. Values apply to both field and manufactured seams.
7. A nominal coefficient of permeability may be determined by multiplying permittivity value by nominal thickness. The k value of the fabric should be greater than the k value of the soil.

PART 3 EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

- A. Geotextile Exposure Following Placement: Exposure of geotextiles to the elements between laydown and cover shall be a maximum of fourteen (14) days to minimize damage potential.
- B. Geotextile Placement: Successive sheets of geotextiles shall be overlapped a minimum of 12 inches in the direction of flow.
- C. Seams: Where seams are required in the longitudinal trench direction, they shall be joined by either sewing or overlapping. All seams shall be subject to the approval of the Engineer.
- D. Overlapped seams shall have a minimum overlap equal to the width of the trench.
- E. Repair: A geotextile patch shall be placed over the damaged area and extend three (3) feet beyond the perimeter of the tear or damage.

END OF SECTION

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SECTION 02220

SOIL EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

The purpose of this specification is to provide certain requirements, techniques and measures to minimize erosion damage to the construction site. In general, the contractor shall phase his operations in such a manner as to limit any exposed area or any disturbed land for the shortest practicable period of time. The Contractor shall complete all earth changes in a manner that maintains compliance with the Permit requirements (see Section 1.04).

1.02 GENERAL

- A. All temporary stabilization work shall be coordinated with related sections so that this work is integrated with construction sequencing.
- B. The Contractor shall install the temporary soil erosion and sediment control measures in the manner and sequence outlined in the Approved Soil Erosion and Sedimentation Control Plan unless otherwise directed by the Engineer or superseded by supplemental specifications. Temporary soil erosion control measures shall be installed as a primary line of defense and temporary sediment controls shall be applied as a secondary perimeter defense against excessive sediment leaving the site. Due to unforeseen weather conditions, discrepancies in as-built grades, and altered drainage, additional controls may be required by the Engineer.
- C. Construction activities shall be phased to minimize the duration of exposed soil near waterways. Control measures shall be constructed to limit conveyance of runoff water from the site to non-erosive velocities. Any sediment from work on this site shall be contained on the site and not allowed to collect on any offsite areas or in waterways. Waterways include both natural and manmade ditches, streams, wetlands, storm drains, lakes and ponds. Particular care should be taken when working around site perimeters and waterways.
- D. Daily inspection shall be made by the Contractor to determine effectiveness of erosion and sediment control measures and any necessary repairs shall be performed without delay. All mud/dirt tracked onto existing City/County roads from this site, due to construction, shall be removed at the end of each work day by the Contractor.
- E. Permanent stabilization of disturbed areas shall be completed within five (5) days of final grading per Part 91, Soil Erosion and Sedimentation Control, of 1994 Public Act 451 (1998 revision). Permanent soil erosion control measures for all slopes steeper than 3:1 (H:V) or waterways shall be completed with approved materials (see Section - 02221) as soon as possible and shall never be left exposed for more than five (5) days. The Contractor shall remove temporary sediment control measures as soon as permanent stabilization of disturbed areas has been completed unless otherwise directed on the plans.
- F. A copy of the Soil Erosion and Sedimentation Control Permit and approved Plan and, if necessary, the NPDES Permit and logbook shall be available for inspection on site. Upon completion of all restoration activities, removing all temporary soil erosion and sedimentation

controls, cleaning all paved surfaces and storm sewers, the Contractor shall notify the County Enforcing Agency of Local Enforcing Agency and request a final inspection. Upon passing a final Soil Erosion and Sedimentation Control Inspection, the Contractor shall ensure the closure of all applicable permits.

1.03 RELATED SECTIONS

- A. Section 02200 - Earthwork
- B. Section 02930 - General Landscape Materials and Final Grading
- C. Section 02990 - Permits

1.04 PERMITS

PART 91, SOIL EROSION AND SEDIMENTATION CONTROL, P.A. 451

All earth changes are subject to the provisions of Part 91, Soil Erosion and Sedimentation Control, of 1994 Public Act 451, as amended and Administrative Rules. Rules and regulations covered by this Act are included with these Contract Documents for the Contractor's reference. The Contractor's activities shall adhere to the provisions of this Act and the Contractor shall hold the Owner harmless from any violations, civil action, or penalties arising from the Contractor's actions. Where these specifications are more stringent than Part 91, these specifications shall govern. The Contractor shall ensure that the Owner has obtained the necessary Soil Erosion and Sedimentation Control Permit and, if necessary, the NPDES Permit before commencing construction operations.

PART 301, INLAND LAKES AND STREAMS, P.A. 451

All waterway crossings are subject to the provisions of Part 301, Inland Lakes and Streams, of 1994 Public Act 451, as amended and Administrative Rules. If a permit is required, rules and regulations covered by this Act are included with these Contract Documents for the Contractor's reference. The Contractor's activities shall adhere to the provisions of this Act and the Contractor shall hold the Owner harmless from any violations, civil action, or penalties arising from the Contractor's actions.

PART 303, WETLANDS PROTECTION, P.A. 451

All MDEQ jurisdictional wetlands are subject to the provisions of Part 303, Wetlands Protection, of 1994 Public Act 451, as amended and Administrative Rules. If a permit is required, rules and regulations covered by this Act are included with these Contract Documents for the Contractor's reference. The Contractor's activities shall adhere to the provisions of this Act and the Contractor shall hold the Owner harmless from any violations, civil action, or penalties arising from the Contractor's actions.

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1.05 BASIS OF PAYMENT

All costs associated with the above stated requirements not listed as specific bid items shall be considered incidental to the lump sum soil erosion control pay item included in the bid. Twenty-five (25%) percent shall be paid upon installation, fifty (50%) percent will be paid for maintenance incrementally with each subsequent Pay Estimate, and the final twenty-five (25%) percent will be paid upon removal.

The Owner shall obtain the necessary Soil Erosion and Sedimentation Control Permit from the appropriate enforcing agency, and the Inland Lakes and Streams Permit, NPDES (Permit-by-Rule), or Wetlands Protection Permit from the State of Michigan with no cost to the Contractor.

PART 2 - MATERIALS

2.01 GENERAL

The Contractor shall install all materials required in the Approved Soil Erosion and Sediment Control Plan unless otherwise directed by the Engineer. All substitutions of required materials must be approved by the Engineer. Refer to the following Table I for temporary seed and mulch stabilization materials and seasons for use. Temporary or permanent soil erosion control measures for all slopes steeper than 3:1 (H:V), detention basins, ditches, or waterways shall be completed with approved materials (see Section 02225). Also, coordinate this work with Sections 02930 and 02958 so that any temporary soil stabilization done does not conflict with the final site restoration.

TABLE I
MATERIALS FOR TEMPORARY SEEDING OF
UPLAND CONSTRUCTION AREAS FLATTER THAN 3:1

<u>Material</u>	<u>Amount</u>	<u>Season</u>
Agricultural Oats	5 lbs/1,000 sq. ft.	April 1 to Sept. 15
Wheat	5 lbs/1,000 sq. ft.	Sept. 16 to Oct. 15

TABLE II
MATERIALS FOR TEMPORARY SEEDING OF
CONSTRUCTION AREAS WITHIN 50 FT. OF WATERWAYS (rate of 0.5 lb/1,000 ft²)

<u>% by Weight</u>	<u>Scientific Name</u>	<u>Common Name</u>
50%	Elymus virginicus	Virginia Wild Rye
25%	Elymus hystrix	Bottlebrush Grass
25%	Elymus villosus	Silky Wild Rye

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TABLE III
MATERIALS FOR TEMPORARY MULCHING OF
UPLAND CONSTRUCTION AREAS FLATTER THAN 3:1

<u>Material</u>	<u>Amount</u>	<u>Season</u>
Weed free small grain straw	2 tons/acre - normal 2.5 to 3 tons/acre – critical areas	All Year
Triple-shredded hardwood mulch (dark brown)	10 ton (50 cyds)/acre (2" thick)	All Year

PART 3 – EXECUTION

3.01 GENERAL

The Contractor shall install all required sediment control measures, outlined in the Project Plans, prior to or as the first step in construction. The Contractor shall install all required erosion control measures, per sequencing outlined in the Project Plans. All de-watering operations shall discharge to a temporary settling basin or through an approved geotextile filter bag on a surface stabilized with aggregate or sod unless otherwise directed by the Engineer. The Contractor shall inspect all temporary soil erosion and sediment control measures weekly or following a storm event to determine their effectiveness. Any necessary repairs or maintenance shall be performed without delay.

3.02 SEEDING AND MULCHING FOR TEMPORARY STABILIZATION

A. GENERAL

1. Temporary stabilization shall be applied to areas where initial work has caused earth disturbances and where the final earth change is completed between October 1 and April 20.
2. Temporary stabilization shall be applied to areas where the final earth change has been completed, including rough grading to provide positive drainage, between the dates of October 1 and April 20. The disturbed areas shall have mulch placed and anchored as described in the following paragraphs. After April 20, areas to be seeded shall be seeded through the mulch. Mulch shall be added and anchored as necessary to replace that lost prior to April 20. Where sod is to be placed, the mulch will be removed or worked into the soil. If worked into the soil, the fertilizer application rate shall be increased by 25%.
3. Areas which receive an initial earth change during the period October 15 to April 1 and will not receive further work for any length of time within that season shall have mulch placed and anchored. If work is not anticipated in such areas prior to the following May 1, the area shall be seeded with temporary seeding on or shortly after April 1.
4. The Contractor shall apply temporary seeding and mulch to all stockpiles constructed between April 1 and October 15 and on which no further work is anticipated within 1 month. All other such disturbed areas shall be stabilized and contained to prevent sediment from collecting on any offsite areas or in waterways.

5. It shall be the contractor's responsibility to provide final grading and permanent stabilization as soon as practicable. Temporary stabilization measures shall be repeated as required by the Engineer or Owner.

B. Site Preparation

The seedbed immediately before seeding shall be firm but not so compact as to prohibit the seed from securing adequate germination or root penetration. No topsoil is required for temporary stabilization. All seeding shall be protected by mulching (Table III). If the site is readied for seeding during non-seeding months, it shall be protected by mulching. The site can be seeded later through the mulch. Seeding shall not be done on frozen soil or if the soil is snow covered.

C. Seedings

Evenly broadcast seed over the prepared soil. See Tables No. I and II for temporary seeding mixtures.

D. Anchoring

All temporary mulch shall be anchored by crimping, application of an approved tackifier, or by installing jute netting over the mulch (Table III). The installation of an approved jute netting is required for temporary stabilization of critical areas.

END OF SECTION

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SECTION 02228

TURBIDITY CURTAIN

PART 1 - GENERAL

1.01 DESCRIPTION

This work shall consist of furnishing and placing a geosynthetic barrier around construction within watercourses to confine sediment within the construction area. The turbidity curtain shall be a pre-assembled system including: the geotextile/geomembrane, connection and securing mechanisms, stakes or flotation devices and ballast chain. The Contractor shall provide a system of adequate capability, appropriate for the site conditions such as depth, current, and wind/waves.

1.02 RELATED SECTIONS

A. Section 02220 – Soil Erosion and Sediment Control

1.03 MEASUREMENT AND PAYMENT

Turbidity curtain includes furnishing the material, labor, and equipment necessary to place and anchor or stake the curtain, maintain or relocate the installation as needed, and to remove the curtain and all accessories upon completion of the dredging.

PART 2 - PRODUCTS

2.01 TURBIDITY CURTAIN MATERIAL DESCRIPTIONS

A. Turbidity curtains shall be provided as indicated on the Project Plans or as directed by the Engineer in the field. If a turbidity curtain is required, the following products meet the above specifics for turbidity curtain:

1. AER-FLO, Inc.'s Tough Guy,
2. Parker Systems, Inc.'s SiltMaster,
3. or approved equal.

B. Type II turbidity curtains shall have the following minimum properties:

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Curtain Material Physical Specifications

Grab Tensile Strength (ASTM D 4632): 1200 N (273 lb)
Mullen Burst Strength (ASTM D 3786): 2700 kPa (203 psi)
Trapezoid Tear Strength (ASTM D 4533): 450 N (392 lb)
Fabric: Vinyl laminated woven polyester geosynthetic

Permeable Curtain Material

Max. Permittivity (ASTM D 4491): US Std sieve 70
Apparent AOS (ASTM D 4751): 0.21 mm (0.0083 in)

Staked Turbidity Curtain

Products: Geotex 111F or approved equal.
Fabric: 5 to 6 ft height, high water flow rate Woven Monofilament Geotextile

- C. Flotation Devices – shall be closed-celled polystyrene. The buoyancy required will depend upon site conditions, however sufficient freeboard shall be provided to prevent overtopping.
- D. Hardware – All hardware such as ballast chains, connection bolts, reinforcement plates, and tension cables shall be galvanized, stainless steel, aluminum or otherwise corrosion resistant. The ballast chain shall have sufficient mass to contain the geosynthetic curtain in a vertical position, but shall not be less than 1 kg/m (0.67 lb/ft).
- E. Stakes – If stakes are used, they shall be hardwood or steel with sufficient length and cross-section to support the curtain and maintain sufficient freeboard to prevent overtopping. External supports may be used, however embedded depth shall not be less than 8 inches and stake spacing shall not exceed 6 feet.
- F. Woven Wire Fencing – for staked turbidity curtain reinforcement must meet MDOT specifications.

PART 3 - EXECUTION

3.01 GENERAL

The turbidity curtain shall be installed per the manufacturer's published installation guidelines and placed according to locations and depths shown on the Approved Soil Erosion and Sediment Control Plan or as directed by the Engineer. The Contractor shall provide a floating curtain in depths greater than 4 ft (1.2m), a staked curtain in depths 2.6 ft (0.8 m), or either type in depths between 2.6 ft and 4 ft. The Contractor shall be responsible to provide and maintain sufficient anchors, tie-downs, or other mechanisms to insure proper position and performance of the turbidity curtain.

3.02 PERFORMANCE

Any exceedance of the sediment control criteria (Section 02220) shall constitute inadequate performance of the turbidity curtain. The Contractor shall immediately modify, adjust, or repair any portion of the turbidity curtain to correct inadequate performance.

END OF SECTION

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SECTION 02483

GEOTEXTILE FILTER BAGS FOR DREDGE MATERIAL CONTAINMENT AND DEWATERING

1.0 GENERAL

A. SECTION INCLUDES

1. The work covered by this section consists of furnishing all labor, equipment, and materials, and performing all operations in connection with the use of high strength woven geotextile bags or tubes for the containment and dewatering of dredged material as shown on the Plans.

B. UNIT PRICES

1. A lump sum bid price is established in the Proposal and shall be payment for all materials, equipment labor, etc. for the furnishing, placement, use and disposal of geotextile filter bags meeting the requirements herein.
2. The Contractor shall be solely responsible for determining the size and quantity of the geotextile bags needed to complete this project.

C. REFERENCES

1. AASHTO Test Standards:
 - a. T 88 – Standard Test Method for Particle Size Analysis of Soils
 - b. T 90 – Standard Test Method for Determining the Plastic Limit and Plasticity Index of Soils
 - c. T 99 – Standard Practice for Determination of the Moisture Density Relations of Soils Using a 5.5 lb hammer and 12 in drop (Standard Proctor)
2. American Society for Testing and Materials (ASTM):
 - a. D 422 -Test Method for Particle Size Analysis of Soils
 - b. D 4354 -Test Method for Sampling of Geosynthetics for Testing
 - c. D 4355 Test Method for Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus)
 - d. D 4491 -Test Method for Water Permeability of Geotextiles by Permittivity
 - e. D 4533 -Test Method for Trapezoid Tearing Strength of Geotextiles
 - f. D 4595 -Test Method for Tensile Properties of Geotextiles by the Wide-Width Strip Method
 - g. D 4751 -Test Method for Determining the Apparent Opening Size of a Geotextile
 - h. D 4759 -Test Method for Determining the Specification Performance of Geosynthetics
 - i. D 4833 -Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products
 - j. D 4873 -Test Method for Identification, Storage, and Handling of Geotextiles
 - k. D 4884 -Test Method for Seam Strength of Sewn Geotextiles

3. Geosynthetic Research Institute (GRI) Standards:
 - a. GT10 – Standard Specification for Test Methods, Properties and Frequencies for High Strength Geotextile Tubes used as Coastal and Riverine Structures
 - b. GT11 – Standard Practice for Installation of Geotextile Tubes as Coastal and Riverine Structures
4. Light Projection Analysis - Lumite Test Method for Measuring Light Projection Through Fabric.
5. Geosynthetic Accreditation Institute - Laboratory Accreditation Program (GAI-LAP).
6. International Standards Organization (ISO) 9002 - Quality System Certification.

D. DEFINITIONS

1. Minimum Average Roll Value (MARV): Property value calculated as typical minus two standard deviations. Statistically, it yields a 97.7 percent degree of confidence that any sample taken during quality assurance testing will exceed value reported.
2. Typical Roll Value: Property value calculated from average or mean obtained from test data.
3. Geotextile Tube - A large tube [greater than 4.6 m (15 ft) in circumference] fabricated from high strength woven geotextile in lengths greater than 6.1 m (20 ft). Geotextile tubes used in dewatering applications are most often filled hydraulically using a dredge or pump.
4. Fill Port - Also called a fill spout or fill nozzle, fill ports are sleeves sewn into the top of the geotextile tube into which the pump discharge pipe is inserted. Ports are typically 450 mm (18 in) in diameter and 0.9 to 1.5 m (3 to 5 ft) in length. Ports are spaced along the top of the tube to provide access to the contractor. Spacing is usually no closer than 7.6 m (25 ft) to accommodate sand slurry but can be as far apart as 30 m (100 ft) for some viscous fill materials. After pumping, ports are to be closed by tying, sewing or gluing shut, depending on the permanence of the installation. Fill ports are fabricated from the same geotextile as the main tube.
5. Manufacturing Quality Control (MQC) - A planned system of inspections that is used to directly monitor and control the manufacture of a material which is factory originated. MQC is normally performed by the manufacturer of geosynthetic materials and is necessary to ensure minimum (or maximum) specified values in the manufactured product. MQC refers to measures taken by the manufacturer to determine compliance with the requirements for materials and workmanship as stated in certification documents and contract specifications [ref. EPA/600/R-93/182]. This definition is expanded herein for geotextile tubes and scour aprons to include fabrication, including sewing and packaging by the fabricator.
6. Manufacturing Quality Assurance (MQA) - A planned system of activities that provides assurance that the materials were constructed as specified in the certification

documents and contract specifications. MQA includes manufacturing facility inspections, verifications, audits and evaluation of the raw materials (resins and additives) and finished geosynthetic products to assess the quality of the manufactured materials. MQA refers to measures taken by the MQA organization to determine if the manufacturer is in compliance with the product certification and contract specifications for the project [ref. EPA/600/R-93/182].

7. *In Situ* Sediment – Sediment as it exists in the lagoon, pond, lake, river or other water body, at the existing percent solids and percent moisture content.

E. SUBMITTALS

1. Submit the following information at the preconstruction meeting.

a. Certification:

- 1) The Contractor shall provide the Engineer a certificate stating the name of the geotextile tube manufacturer, product name, style, chemical compositions of filaments or yarns and other pertinent information to fully describe the geotextile. With this certification, submit one properly identified 205 by 255 mm (8 by 10 in) minimum size sample of geotextile to be used for the geotextile tube and all other geotextiles required for construction of the geotextile tube section.
- 2) The Manufacturer is responsible for establishing and maintaining a quality control program to assure compliance with the requirements of the specification. Documentation describing the quality control program shall be made available upon request.
- 3) The manufacturer's certificate shall state that the furnished geotextile meets requirements of the specification as evaluated under the manufacturer's quality control program. The certificate shall be attested to by a person having legal authority to bind the Manufacturer.
- 4) The Contractor shall provide a description of the seam assembly to be used in tube fabrication along with the sample of the seam to the Engineer upon request. The description shall include the seam type, sewing thread, and stitch density. If seams are to be sewn in both directions, samples of seams from both directions shall be provided.
- 5) GAI-LAP accreditation of the testing laboratory shall be submitted to the engineer.

b. Manufacturing Quality Control (MQC) - MQC test results shall be provided by the Manufacturer upon request by the Engineer and/or Owner.

c. Experience Level - Geotextile tubes shall be installed by contractors having demonstrated successful experience filling at least 1,000 linear feet (300 m) of

large geotextile tubes, under the direction of a manufacturer's representative, with fine-grained sludges or dredged material having greater than 50% passing the No. 200 sieve. The contractor shall be required to prove this experience with a letter provided by the manufacturer. If chemical polymers are used to aid in dewatering, the contractor shall be required to prove this experience.

- d. **Manufacturer's Representative** - If the contractor can not satisfy the requirements of Paragraph 1.6.A.3 above, the contractor shall fill one demonstration tube on site, under the direction of an on-site representative of the geotextile tube manufacturer at the contractor's expense. The manufacturer's representative shall be required to prove demonstrated successful experience filling at least 1,000 linear feet (300 m) of large geotextile tubes with fine-grained sludges or dredged material having greater than 50% passing the No. 200 sieve. If chemical polymers are used to aid in dewatering, the manufacturer's representative shall be required to prove this experience.
 - 1) After the demonstration tube is filled, the manufacturer's representative will remain on-site at the contractor's expense as necessary to assure that the requirements of these specifications are satisfied.
 - 2) The mobilization and filling of the demonstration tube are to be paid for by the project owner as part of this contract.
- e. **Plan of Construction** - The contractor shall submit a Plan of Construction describing the sequence of operations for the filling and dewatering of the geotextile tubes. The plan shall address site preparation, deployment and filling of tubes, water management and pump-out, {removal of dewatered material} and dewatering site restoration. Equipment to be used shall be specified. Any proposed changes to the Soil Erosion Control Plan shall be resubmitted to the appropriate agency for review and modification of permit.

F. DELIVERY, STORAGE, AND HANDLING

1. Geotextile tubes shall be delivered only after the required submittals have been received and approved by the Engineer.
2. Geotextile labeling, shipment and storage shall follow ASTM D 4873.
3. Each packaged segment of geotextile tube shall be labeled with the manufacturer's name, geotextile type, and tube dimensions (length, diameter, gross weight, etc.).
4. Each shipping document shall include a notation certifying that the material is in accordance with the manufacturer's certificate.
5. Each segment of geotextile tube shall be wrapped in an opaque and waterproof layer of protective plastic during shipment and storage. Since polyester geotextile absorbs water, it is important to keep polyester tubes out of the rain.

6. The protective wrapping shall be maintained during periods of shipment and storage.
7. No hooks, tongs or other sharp instruments shall be used for handling geotextile. Geotextile shall not be dragged along the ground.
8. During storage, geotextile tubes shall be elevated off the ground and adequately covered to protect them from the following: Rain, site construction damage, extended exposure to ultraviolet (UV) radiation, precipitation, chemicals that are strong acids or strong bases, flames, sparks, temperatures in excess of 71 deg C (160 deg F) and any other environmental condition that might damage the geotextile.

G. QUALITY ASSURANCE SAMPLING, TESTING, AND ACCEPTANCE

1. Geotextile:
 - a. Geotextiles used to construct the tubes shall be subject to sampling and testing to verify conformance with this specification. All sampling and testing shall be in accordance with ASTM D 4354 and shall be performed at a laboratory accredited by GAI-LAP for tests required for the geotextile, at frequency exceeding ASTM D 4354.
2. Acceptance shall be in accordance with ASTM D 4759 based on testing of either conformance samples obtained using Procedure A of ASTM D 4354, or based on manufacturer's certifications and testing of quality control samples obtained using Procedure B of ASTM D 4354.
 - a. Quality Assurance Sampling and Testing will be waived for ISO 9002 Certified Manufacturing Facilities. Documentation of ISO 9002 Certification shall be provided upon request.
3. Sewn Seams:
 - a. Factory seams shall be provided to the engineer at the engineer's request and shall be at random from a roll of geotextile representative of that which is to be used on the project.
 - b. All factory sewn seams shall be 401 lock stitch using high tenacity polyester sewing thread.

2.0 PRODUCTS

A. MATERIALS

1. Geotextile Tubes:
 - a. Shall be constructed using high strength woven polypropylene or polyester geotextile in accordance with the following requirements.

- b. The geotextile tubes shall have a length of [30.5, 45.7, or 91.5 m (100, 150, or 300 ft)], having a nominal circumference equal to [4.6, 9.1, or 13.7 m (15, 30, or 45 ft)],
- c. The geotextiles used to construct the tubes shall be resistant to ultraviolet degradation and to biological and chemical environments normally found in soils *and specifically resistant to {note here any known petrochemical constituents of the dredge material or high pH}*.
- d. The geotextile used for tube fabrication shall have the following properties, all are MARV values unless otherwise noted:

Property	Notes	Test Method	Units	Required Value
				Geotextile Tube
Fill Port Diameter*		Measured	mm (in)	300 or 450 (12 or 18)
Wide Width Tensile Strength	Minimum Value	ASTM D 4595	kN/m (lbs/in)	175 x 175 (1000 x 1000)
Wide Width Elongation**	Maximum Value	ASTM D 4595	percent	15 x 15
Puncture Strength		ASTM D 4833	N (lbs)	2000 (450)
Seam Strength		ASTM D 4595	kN/m (lbs/in)	105 (600)
Apparent Opening Size	Value must be within the stated range	ASTM D 4751	mm (US Std. Sieve)	0.425 - 0.250 (40 - 60)
Water Flow Rate	Minimum Value	ASTM D 4491	l/min/m ² (gpm/ft ²)	200 (5)
UV Resistance (percent retained at 150 hrs)		ASTM D 4355	percent	65

* Typical value

** Maximum average roll value.

- 2. The geotextile used for tube fabrication shall have the following properties, all are MARV values unless otherwise noted:

Property	Notes	Test Method	Units	Required Value
				Geotextile Tube
Fill Port Diameter*		Measured	mm (in)	300 or 450 (12 or 18)
Wide Width Tensile Strength	Minimum Value in both directions	ASTM D 4595	kN/m (lbs/in)	70 x 105 (400 x 600)
Wide Width Elongation**		ASTM D 4595	percent	20 x 20
Puncture Strength		ASTM D 4833	N (lbs)	1155 (260)
Seam Strength	Minimum value	ASTM D 4595	kN/m (lbs/in)	70 (400)
Apparent Opening Size	Values smaller than 40 sieve (i.e. looser) are not permitted	ASTM D 4751	mm (US Std. Sieve)	0.425 (40)
Water Flow Rate	Maximum value	ASTM D 4491	l/min/m ² (gpm/ft ²)	810 (20)
UV Resistance (percent retained at 500 hrs)		ASTM D 4355	percent	80

* Typical value

** Maximum average roll value.

3. Manufacturing Quality Control: Testing shall be performed at a laboratory accredited by GAI-LAP for tests required for the geosynthetic, at frequency exceeding ASTM D 4354, with following minimum acceptable testing frequency:

Property	Test Method	Test Frequency per sq m (sq yd)
Wide Width Tensile Strength	ASTM D 4595	1/7,500 (1/10,000)
Wide Width Elongation	ASTM D 4595	1/7,500 (1/10,000)
Puncture Strength	ASTM D 4833	1/7,500 (1/10,000)
Trapezoidal Tear	ASTM D 4533	1/7,500 (1/10,000)
Seam Strength	ASTM D 4595	1/40,000 (1/50,000)
Apparent Opening Size ²	ASTM D 4751	1/40,000 (1/50,000)
Water Flow Rate	ASTM D 4491	1/40,000 (1/50,000)
UV Resistance (percent retained at 500 hrs)	ASTM D 4355	1/year

4. Polymer Addition:

- a. To aid in dewatering and consolidation, certain dredged materials require polymer addition. The use of such polymers will be as recommended by the geotextile tube manufacturer and the dosage set by the manufacturer's field representative.
 - b. Polymers must be approved for use by a state regulatory agency, and prior use in similar dredge dewatering applications must be documented.
 - c. The combination of specific polymer and specific geotextile tube fabric (Class I or Class II) must be shown to be effective, either by prior dredge dewatering application, or by bench scale testing.
 - d. Polymer addition will be by means of a Milton Roy metering pump or equivalent, tapped into the pump discharge line at the appropriate distance from the tube to insure proper mixing.
 - e. The cost of polymer and pump will be included in the unit cost to the owner as outlined in General Section 1.3.
5. Fill Materials:
- a. Fill Material – *In situ* sediment percent solids must be sampled and measured immediately prior to the start of the project. Percent solids at the dredge or pump discharge must be sampled and measured at least once daily.
 - b. Quality Control - Gradation testing of hydraulic fill materials shall be conducted in accordance with ASTM D 422.
6. Equipment:
- a. The plant and equipment used for the work required by this section of the specifications shall be determined by the Contractor, identified in the Plan of Construction, and shall be approved by the Engineer.
 - b. Dredge or pump discharge pressures at the tube fill port shall not exceed 33 kPa (5.0 psi) at any time.

3.0 EXECUTION

A. PREPARATION

1. Tube installation shall be in accordance with the following specifications.
2. The foundation for the placement of the geotextile tube shall be smooth and free of protrusions which could damage the geotextile. Remnant timber piles, piers, footings, underground utilities, etc., at or below grade, shall be removed if located within 6.0 m (20 ft) of the project site.
3. Weak or unsuitable foundation material shall be removed or stabilized.

4. The dewatering area shall be graded to a maximum slope of 1%. The dewatering area shall have a non-erodible surface (gravel, grass, asphalt or concrete) or shall be lined with plastic sheeting.

B. DEPLOYMENT

1. Tubes shall be aligned as straight as possible. Means of assuring that the tubes are properly aligned within the specified tolerances, shall be incorporated into the placement methodology presented in the Plan of Construction.
2. The geotextile tube shall be deployed along the alignment and secured in place as necessary to assure proper alignment after filling. No portion of the tube shall be filled until the entire tube segment has been fully anchored to the foundation along the correct alignment and pulled taut. Larger tubes may require concrete barriers to prevent the tubes from rolling during filling.
3. All unused fill ports shall be tied closed.

C. FILLING

1. After completing the deployment and anchorage of the geotextile tube, filling with dredged material shall be accomplished in accordance with the approved Plan of Construction. The discharge line of the dredge shall be fitted with a "Y-valve" to allow control of the rate of filling. The Y-valve system shall be fitted with an internal mechanism such as a gate, butterfly valve, ball valve, or pinch valve to allow the contractor to regulate discharge into the geotextile tube. Any excess discharge shall be directed away from the tubes toward the borrow area.
2. The dredge discharge pipe shall be free of protrusions that could tear the fill port. It is generally accepted practice to support the dredge discharge pipe above the fill port in a manner which reduces stress on the fill port seams.
3. The height to width ratio of the fully deployed tube shall not exceed a value of 0.5. Other height and width specification may be required by the Engineer to assure sliding, overturning, bearing capacity, and global stability of the tube system.
4. If the tube is not to be externally backfilled, the area should be left in a neat and properly graded manner. If the tube is to be externally backfilled, the lines and grade on the Plan of Construction must be followed.
5. The tubes shall not be filled higher than the manufacturer's recommended height.

D. PROTECTION

1. At no time shall construction equipment be operated directly on the geotextile tube or its ancillary materials. Filled geotextile tubes and scour aprons can be traversed if a 300 mm (12 in) minimum of soil is covering the geotextile. No hooks, tongs or other sharp instruments shall be used for handling. The geotextile tube or scour apron shall not be dragged along the ground.

2. Any damaged geotextile tube resulting from the Contractor's failure to control filling rates and pressures or general lack of care shall be repaired or replaced to the manufacturer's original specifications at no additional cost to the Owner.

E. REMOVAL OF DEWATERED MATERIAL

1. A sample of the dewatered material shall be taken from the center of the tube and tested prior to cutting the tube open. Small cuts can be made in the geotextile for purposes of sampling.
2. After the dredged material within the geotextile tube has dewatered (passes the "paint filter test" or achieves a specified % solids), the tube can be cut open and the contents excavated. The material must be placed into trucks within 24 hours after cutting the tube to prevent re-suspension of the material by rain. Prior to removing dredged material, soil erosion measures must be inspected and restored.
3. Excavation of material and loading shall be in accordance with the Plan of Construction.

END OF SECTION

SECTION 02550

MAINTAINING TRAFFIC

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The work covered by this Specification shall consist of measures necessary to protect and maintain traffic and protect the work while the Contract is in force

The Michigan Manual of Uniform Traffic Control Devices, current edition, including all subsequent revisions thereto, is hereby established as part of these Specifications.

1. DEFINITIONS

Where the following terms are used in these specifications or on the plans, they are defined as follows:

CIA (Construction Influence Area) - The project and the area surrounding the project, as shown on the plans which has been determined by the Municipality to define the limits of responsibility for traffic control as specified herein.

Traffic Control Devices - Signs, signals, lighting devices, barricades, delineators, pavement markings, traffic regulators and all other equipment shown on the plans or determined by the Engineers as necessary for protecting and regulating traffic.

Bike lane- the portion of the roadway designated for bicycles.

Local Traffic - That traffic which has origin or destination within the CIA.

Project Limits - The boundaries of the area in which the items under contract are being placed.

Traffic Lane - The portion of the traveled way for the movement of a single line of vehicles.

Traffic Regulator - A person properly dressed and equipped with the necessary signs as specified in the current Michigan Manual of Uniform Traffic Control Devices.

2. RESPONSIBILITIES

The Engineer will show each major stage of construction on the plans, including the basic traffic control devices required for each stage. Portable traffic control devices normally will not be shown.

The Contractor will furnish and maintain all necessary traffic control devices outside the CIA.

The Contractor will furnish, install and maintain electrical devices requiring connections to public utilities when they are specifically called for on the plans.

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The Contractor will place and maintain all pavement markings, unless otherwise specified.

The Contractor will normally fabricate, furnish, install and maintain all special signs that may be required for an individual project, unless otherwise specified. Where lighting devices are called for on special signs provided by the Contractor, they will be furnished, installed and maintained by the Contractor.

The Contractor shall furnish, install and maintain all traffic control devices inside the CIA, unless otherwise specified; and shall remove such traffic control devices from the project when no longer required, as determined by the Engineer.

The Contractor shall be responsible for the actions of his Subcontractors in relation to placement, maintenance and removal of traffic control devices.

The Contractor shall designate, in writing, to the Engineer, a Safety Supervisor and an alternate. The identity of these persons, including their addresses and telephone numbers, shall also be made known to the municipal Police and Fire Departments, as well as the municipality's Sheriff's Department and the State Police, where applicable, in order that immediate communication may be possible in emergencies, at night, over weekends, during the holiday periods and at such other times when construction operations are not in progress. Changes in the designation of the Safety Supervisor or the alternate shall immediately be made known, in writing, to the Engineer.

The Contractor's designated Safety Supervisor, or his alternate, shall be available at all times to the Engineer. He shall meet with the Engineer before work on the project is started to review plans for the protection of traffic in the CIA and shall meet with him periodically as the work progresses to discuss such modifications of these plans and may be required.

The Contractor's Safety Supervisor shall review the safety activities of each subcontractor and shall see that they are properly coordinated with those of the Contractor.

3. GENERAL PROVISIONS

In all cases, the Contractor shall provide reasonable access and reasonable facilities for local traffic to property along the project by means of temporary roadways, culverts, bridges or other means approved by the Engineer.

Where traffic is to be maintained over pavement to be removed during a succeeding stage of construction, breaking operations shall not begin until immediately before pavement removal.

When equipment and materials to be used in the work are located within the right-of-way of any street or road, the traveling public shall be safeguarded by suitable and sufficient signs, lights, barricades, or other means furnished and maintained by the Contractor. Such protection will be considered as incidental to construction. No materials or equipment shall be stored within 15 feet of a traveled roadway, unless otherwise provided or specifically authorized.

The Contractor shall notify the Engineer and the Municipality before starting any work that might inconvenience or endanger traffic in sufficient time so that arrangements may be made for publicizing the impending construction, closing the road and providing detours, signs and barricades for the maintenance of traffic. No road or section thereof shall be closed to traffic unless provided on the plans, in the specifications, or as permitted by the Municipality.

Should the Contractor wish to make minor stage construction deviations from the plans, he shall submit his request and proposed plan revision to the Engineer and Municipality not less than five (5) working days prior to changing traffic patterns for review and approval. Additional traffic control devices with in the CIA required because of approved deviations from stage construction shall be furnished, installed and maintained by the Contractor at no additional cost to the Municipality, and must be properly placed before any such deviating stage construction can commence.

Unless otherwise provided, the Contractor shall conduct his operations and the use of his equipment in such a manner that two-way traffic will be provided throughout the entire length of the project. Temporary structures, bridges over pavement, pavement gaps or other means approved by the Engineer and the Municipality shall be employed where required. Bridges over pavement shall be of a design approved by the Engineer. The length of pavement gaps shall be as directed by the Engineer and gaps shall remain open until the adjacent concrete pavement has attained a modulus of rupture of at least 550 p.s.i.

At specific locations shown on the plans where special problems in handling of through traffic are involved, the construction shall be by the part-width method, one lane at a time or half of an intersection at a time while through traffic is being maintained on the remaining lanes and shoulders. Temporary widening and surfacing of the shoulders may be required.

Where shoulders, detours and/or temporary roads are used to maintain traffic, they shall be graded, surfaced and treated for dust at such times and locations and in such amounts as directed by the Engineer.

The roadway shall be graded and maintained in a condition satisfactory for traffic during the construction of the project. Should the construction work be suspended due to weather conditions or for any other reason, sufficient labor, materials and equipment shall be ready for immediate use at all times for proper maintenance.

When temporary road and drives are no longer needed, they shall be obliterated as part of this work. Restoration shall be considered incidental to the Contract unless a provision is provided elsewhere in this Contract. No additional compensation will be allowed.

When conditions are such as to warrant the Engineers' authorization of one-way traffic through a construction area, the Contractor shall maintain a traffic regulator at each end of the one-way section. Traffic regulators shall be equipped with two-way radios when required by the Engineer.

At intersections of minor roads and streets, where traffic can be taken care of reasonably by temporary re-routing, the crossing may be closed upon approval of the Engineer and the Municipality.

All moving equipment operating in traffic areas shall operate with headlights turned on provided such headlights are included as original vehicle standard equipment.

4. TRAFFIC CONTROL DEVICES

All traffic control devices placed by the Contractor shall conform to the design, condition, placement and lighting requirements specified in the Michigan Manual of Uniform Traffic Control Devices and the plans.

Only traffic control devices appropriate to conditions at the time shall be displayed.

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All traffic control devices shall be cleaned, repainted, re-reflectorized or replaced, as determined by the Engineer to continually provide adequate visibility and legibility, and shall be maintained in place in proper condition until the work is completed or until no longer required.

In addition to the traffic control devices shown on the plans, the Contractor shall furnish temporary traffic control devices which conform to the Michigan Manual of Uniform Traffic Control Devices to provide protection to traffic from open trenches, excavations, obstructions and any other hazardous conditions or situations as may exist. When the shoulders at the edges of pavement are low, high, soft or rough, while maintaining traffic on pavement, the Contractor shall place and maintain a sufficient number of approved lighted devices to warn traffic adequately during the hours of darkness. The lights shall be placed along the edge of the pavement with a maximum distance of 50 feet between lights or as specified by the Engineer. Lights shall be spaced more closely on curves, at intersections and/or where required for safety.

Road closure barricades shall be provided with warning lights which shall be lighted from one hour before sunset to one hour after sunrise. Such warning lights shall consist of either three (3) flashing, yellow, battery-operated lights with seven (7) inch diameter lenses or three (3) 60-watt, yellow, incandescent lamps and shall be mounted on the top of the barricade.

All other barricades, warning signs and points of special hazard in place under traffic during the hours of darkness shall be adequately lighted with at least one (1) yellow, battery-operated flashing light unless otherwise directed. All warning signs in use during hours of daylight may be supplemented with high-level warning devices, consisting of fluorescent orange flags positioned above the signs.

Existing warning and regulatory signs shall not be taken down but shall be maintained during the progress of the work in their approximate normal position.

Temporary or permanent traffic signs, in addition to those placed within the CIA by the contractor may be placed within the CIA by the municipality or another contractor working in the same area or on an adjacent project, or other authorized agency, when approved by the Engineer. Such temporary or permanent signs shall only be those required for the safety and direction of traffic because of operations other than the Contractor's operations. Such signs shall be the responsibility of the agency placing them and shall be protected from damage and shall not be removed unless authorized by the Engineer.

When, in the opinion of the Engineer, Traffic Control Devices are deficient, inadequate or improper, or conditions within the CIA are such that safety is adversely affected, the Contractor or his Safety Supervisor will be immediately notified. Such notice will be accomplished by a statement of the corrective action to be taken. If the Contractor fails to comply promptly with such instructions, the Engineer may stop any or all work on the project until satisfactory corrective action is taken. In the event that the Contractor neglects to take any corrective action, the Engineer may order such work as is deemed necessary to insure public safety done by the Municipality or outside forces at the Contractor's expense.

When, in the opinion of the Engineer, an emergency condition exists that requires immediate action to protect life or property, the Engineer, without notice to the Contractor, may order such work as deemed necessary to be done by Municipality or outside forces at the Contractor's expense.

5. METHOD OF PAYMENT

The work covered by this Specification, consisting of measures necessary to protect and maintain traffic and protect the work while the Contract is in force, shall be considered incidental to the Contract unless a provision is provided elsewhere in this Contract. No additional compensation will be allowed.

The cost of any emergency work and/or other work ordered to be performed by the Engineer at the Contractor's expense, as previously described within this Specification, will be deducted from payments due on the Contract.

END OF SECTION

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SECTION 02930

GENERAL LANDSCAPE MATERIALS AND FINAL GRADING

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Handling and installation of existing topsoil materials.
- B. Supply and installation of additional topsoil materials.
- C. Final grading of topsoil for finish landscaping.

1.02 RELATED SECTIONS

- A. Not applicable

PART 2 - PRODUCTS

2.01 TOPSOIL

Topsoil, as provided by the Contractor, shall meet the following requirements:

Topsoil shall be fertile, friable and representative of productive soil, capable of sustaining vigorous plant growth and shall be free of clay lumps, sub-soil, weeds, seeds and other foreign debris.

Acidity range shall be between pH 5.0 and 7.5.

Organic content shall be not less than 5% and not greater than 30%.

Clay content shall range between 5% and 25%.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify building and trench backfilling have been inspected.
- B. Verify subsoil has been contoured and compacted.

3.02 SUBSTRATE PREPARATION

- A. Eliminate uneven areas and low spots.
- B. Remove debris, roots, branches, stones, in excess of 1/2 inch in size. Remove and replace subsoil contaminated with petroleum products.

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- C. Scarify surface to a depth of 3 inches where topsoil is scheduled. Scarify in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

3.03 PLACING TOPSOIL

- A. Place topsoil in areas as designated on the Contract Drawings, Thickness shall be as called for on the Contract Drawings. Place topsoil during dry weather.
- B. Fine grade topsoil to eliminate rough or low areas. Maintain profiles and contour of subgrade.
- C. Remove roots, weeds, rocks, and foreign material while spreading.
- D. Manually spread topsoil close to existing plant life, buildings and other above grade appurtenances to prevent damage.
- E. Compact placed topsoil as called for on the Contract Drawing.
- F. Remove surplus subsoil and topsoil from site.
- G. Leave stockpile area and site clean and raked, ready to receive landscaping, on both the facility site and remote storage site.

3.04 TOLERANCES

- A. Top of Topsoil: Plus or minus 1/2 inch or as called for within the balance of these specifications or on the plans.

3.05 PROTECTION

- A. Protect landscaping and other features remaining as final work.
- B. Protect all other structures, utilities, paving and other above grade appurtenances.

END OF SECTION

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SECTION 02958

SPECIAL LANDSCAPING REQUIREMENTS FOR SITE

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Furnish all labor, materials, equipment, and services necessary for the following work:
 - 1. Providing and applying topsoil for planting and turf areas.
 - 2. Providing and planting trees, plants, etc. shown on the Drawings, including specified maintenance.
 - 3. Seeding, fertilizing, and mulching as shown on the Drawings and/or as specified, including specified maintenance.
 - 4. Sodding, fertilizing, furnishing and placing the sod, and disposal of any surplus material as shown on the drawings and/or as specified, including specified maintenance.
 - 5. Providing and installing any landscape accessory called for in these Specification and/or Drawings.

1.2 QUALITY ASSURANCE

- A. Landscape work shall be done by a single firm specializing in commercial landscape installations.
- B. Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
- C. Do not make substitutions. If specified landscape material is not obtainable, submit proof of non-availability to Consultant, together with proposal for use of equivalent material.
- D. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.
- E. Trees, Shrubs and Plants: Provide trees, shrubs and plants of quality, size, genus, species and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60. 1 "American Standards for Nursery Stock". Provide healthy, vigorous stock, grown in a recognized nursery in accordance with good horticultural practice and free from disease, insects, eggs, larvae and defects such as knots, sun-scald, injuries, abrasions or disfigurement.
- F. Label at least one tree and one shrub of each variety with a securely attached waterproof tag bearing legible designation of botanical and common name.
- G. Turf seed: Provide seed mixed by the dealer. Provide dealer's guarantee statement of composition, mixture and percentages of purity and germination of each variety as specified.

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- H. Sod: Comply with American Sod Producers Association (ASPA) classes of sod materials.
- I. Inspection: The Consultant or Owner's Representative may inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. Consultant retains right to further inspect trees and shrub for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from project site.
- J. All plants shall be nursery grown under climatic conditions similar to those in the locality of the project for a minimum of 2 years. Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional cost, and providing that the larger plants will not be cut back to size indicated. Provide plants indicated by two measurements so that only a maximum of 25% are of the minimum indicated and 75% are of the maximum size indicated.

1.3 SUBMITTALS

- A. The Contractor is responsible for providing the following submittals to the Consultant in triplicate. These submittals must be reviewed by the Consultant prior to any authorized landscaping operations.
 - 1. Submit the following materials certification:
 - a. Topsoil source and pH value, including test results specified.
 - b. Peat moss, including test results specified.
 - c. Plant fertilizer.
 - d. Turf seed.
 - 2. Certification: Submit certificates of inspection as required by governmental authorities. Submit manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements.
 - 3. Planting Schedule: Submit proposed planting schedule, indicating dates for each type of landscape work during normal seasons for such work in area of site. Correlate with specified maintenance periods to provide maintenance from date of substantial completion. Once accepted, revise dates only as approved in writing, after documentation of reasons for delays.
 - 4. Maintenance Instructions: Submit typewritten instructions recommending procedures to be established by Owner for maintenance of landscape work for two full years. Submit prior to expiration of required maintenance period(s).

1.4 DELIVERY, STORAGE AND HANDLING

- A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.
- B. Take all precautions customary in good trade practice in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected. Spray deciduous plants in foliage with an approved "anti-desiccant" immediately after digging to prevent dehydration. Dig, pack, transport, and handle plants with care to ensure protection against injury. Inspection certificates required by law shall accompany each shipment invoice or order in

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stock and on arrival. The certificate shall be filed with the Consultant. Protect all plants from drying out. If plants cannot be planted immediately upon delivery, properly protect them with soil, wet peat moss, or in a manner acceptable to the Consultant. Water heeled-in plantings daily. No plant shall be bound with rope or wire in a manner that could damage or break the branches.

- C. Trees and Shrubs: Provide freshly dug trees and shrubs. Do not prune prior to delivery, unless otherwise approved by Consultant. Do not bend or bind-tie trees or shrubs in such a manner as to damage bark, break branches or destroy natural shape. Provide protective covering during delivery. Do not drop balled and burlapped stock during delivery.
- D. Deliver trees and shrubs after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture.
- E. Do not remove container-grown stock from containers until planting time.

1.5 JOB CONDITIONS

- A. Proceed with and complete landscape work as rapidly as portions of site become available, working within seasonal limitations for each kind of landscape work required.
- B. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.
- C. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstruction, notify Owner's Representative before planting.
- D. Planting Time: Plant or install materials during normal planting season for each type of landscape work required. Correlate planting with specified maintenance periods to provide maintenance from date of substantial completion.
- E. Coordination with Lawns: Plant trees and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to Owner's Representative. If planting of trees and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.

1.6 SPECIAL PROJECT WARRANTY

- A. Warrant turf through specified turf maintenance period, and until final acceptance.
- B. Warrant trees and shrubs, for a period of two years after date of substantial completion, against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond the landscape contractor's control. Remove and replace trees, shrubs, or other plants found to be dead or in unhealthy condition during warranty period. Make replacements during growth season following end of warranty period. Replace trees and shrubs which are in doubtful condition.

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- C. Inspection will be conducted at end of the warranty period, to determine acceptance or rejection. Only one replacement (per tree, shrub or plant) will be required at end of warranty period, except for losses or replacements due to failure to comply with specified requirements.

PART 2 PRODUCTS

2.1 TOPSOIL AND PEAT MOSS

- A. Topsoil for planting: Fertile, friable, natural topsoil of loamy character, without admixture of subsoil material, obtained from a well-drained arable site, reasonably free from clay, lumps, coarse sands, stones, plants, roots, sticks, and other foreign materials, with acidity range of between pH 6.0 and 6.8.
 - 1. Identify source location of topsoil proposed for use on the project. On-site stored topsoil may not be used for planting.
 - 2. Material samples of new topsoil from off-site sources shall be inspected by the Consultant prior to planting operations.
- B. Peat Moss: Brown to black in color, weed and seed free granulated raw peat or baled peat, containing not more than 9% mineral on a dry basis.

2.2 PLANTS

- A. Provide plants typical of their species or variety; with normal, densely-developed branches and vigorous, fibrous root systems. Provide only sound, healthy, vigorous plants free from defects, disfiguring knots, sun-scald injuries, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All plants shall have a fully developed form without voids and open spaces. Plants held in storage will be rejected if they show signs of growth during storage.
- B. Dig balled and burlapped plants with firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the American Standard for Nursery Stock. Cracked or mushroomed balls are not acceptable.
- C. Container-Grown Stock: Grown in a container for sufficient length of time for the root system to have developed to hold its soil together, firm and whole.
 - 1. No plants shall be loose in the container.
 - 2. Container stock shall not be pot bound.
- D. Provide tree species that mature at heights over 25' with a single main trunk. Trees that have the main trunk forming a "Y" shape are not acceptable.
- E. Plants planted in rows shall be matched in form.
- F. If the use of larger plants is acceptable, increase the spread of roots or root ball in proportion to the size of plant.
- G. No pruning wounds shall be present with a diameter of more than 1" and such wound must show vigorous bark on all edges.

H. Evergreen trees shall be branched to the ground.

2.3 FERTILIZERS

- A. Complete fertilizer of neutral character, with some elements derived from organic sources and containing following percentages of available plant nutrients:
1. For trees and shrubs, provide fertilizer with not less than 5% total nitrogen, 10% available phosphoric acid and 5% soluble potash.
 2. For lawns, provide fertilizer with percentage of nitrogen required to provide not less than 1lb. Of actual nitrogen per 1,000 sq. ft. of lawn area and not less than 4% phosphoric acid and 2% potassium. Provide nitrogen in a form that will be available to lawn during initial period of growth; at least 50% of nitrogen to be organic form.

2.4 TURF GRASSES

- A. Apply turf seed over mowed and rough areas in accordance with the following schedule:
1. Seed: Seed, where specified on the Drawings, shall be fresh, clean, new crop seed composed of the specified varieties mixed in the proportions by weight. Seed shall be purchased from an established, reputable seed dealer, tagged to comply with the requirements of the seed mixture shown in these Specification, and shall be approved by the Consultant before use. Seed must come from domestic sources and shall be certified as to purity of variety by the state certifying agency in the state of origin.
 2. Certification Tags: Shall be provided to the Consultant for his records.
 3. Mowed lawn areas: Seed mix shall be Tall Fescue blend composed of:
 - a. 90% Tall Fescue (use any of three varieties)
 - 1) Amigo
 - 2) Arid
 - 3) Finelawn I
 - 4) Rebel
 - 5) Trident
 - 6) Silverado
 - 7) Apache
 - 8) Bonanza
 - b. 10% Kentucky Bluegrass (use one variety)
 - 1) Glade
 - 2) Freedom
 - 3) Rugby
 - 4) Palmer II
 - c. Seeding Rate: 250 lbs. per acre
 - d. Mow above 1-2/3 inches.
 4. Unmowed roughs under tree groups: Seed mix shall be Fine Fescue blend composed of (one variety each):
 - a. 25% Hard Fescue
 - 1) Reliant
 - 2) Aurora
 - b. 25% Sheep Fescue
 - 1) Bighorn
 - c. 25% Chewings Fescue
 - 1) Banner
 - 2) Kokat

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- 3) Jamestown II
- 4) Wintergreen
- 5) Shadow
- d. 25% Creeping Red Fescue
 - 1) Pennlawn
 - 2) Dawson
 - 3) Shademaster
- e. Seeding rate: 175 lbs. per acre unmowed or above 3 inches.
- f. Sod shall be densely rooted blue grass or other approved perennial grasses, free from noxious weeds and reasonably free from other weeds. Sod shall not be less than two (2") inches thick, cut in strips not than ten (10") inches wide by eighteen (18") inches long. The type of grass shall match the adjacent lawn.

2.5 OTHER

- A. Mulch: Mulch around plants and over seeded areas shall be as follows:
 - 1. Plants: after backfilling has been completed, apply shredded bark over plant hole area to a depth of five or six inches.
 - 2. Seeded areas: Following seeding and fertilizing operations, apply straw mulch at a rate of 1,000 lbs. per acre. Mulch shall be straw, hay, or marsh hay. Mulch anchoring shall be used to hold organic mulch in place as specified in the most recent edition of MDOT Standard Specifications for construction.
- B. Water: Free of substances harmful to plant growth. Hoses or other methods of transportation furnished by Contractor.
- C. Stakes for staking: Hardwood, 2" x 2" x 8' long.
- D. Staking wires: No. 10 or 12 gauge galvanized wire.
- E. Staking hose: Two-ply, reinforced garden hose not less than 1/2" inside diameter.
- F. Tree wrap: Standard waterproofed tree wrapping paper, 2-1/2" wide, made of 2 layers of crepe craft paper weighing not less than 30 lbs. per ream, cemented together with asphalt.
- G. Twine: Two ply jute material.
- H. Anti-Desiccant: Protective film emulsion providing a protective film over plant surfaces; permeable to permit transpiration. Mixed and applied in accordance with manufacturer's instructions.

PART 3 EXECUTION

3.1 GENERAL

- A. Examine proposed planting areas and conditions of installation. Do not start planting work until unsatisfactory conditions are corrected.

- B. Time of Planting:
 - 1. Evergreen Material: Plant evergreen material between September 1 and November 1 or in spring before new growth begins. If project requirements require planting at other times, plants shall be sprayed with anti-desiccant prior to planting operations.
 - 2. Deciduous Material: Plant deciduous materials in a dormant conditions. If deciduous trees are planted in-leaf, they shall be sprayed with an anti-desiccant prior to planting operation.
- C. Planting shall be performed only by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.
- D. Locate plants as indicated or as approved in the field after staking by the Contractor and or the Consultant. If obstructions are encountered that are not shown on the Drawings, do not proceed with planting operations until alternate plant locations have been selected by the Consultant.
- E. Plant largest sized materials first, proceeding to next smallest size, completing planting operations with minimal sizes.

3.2 PREPARATION

- A. Preparation of Planting Soil:
 - 1. Before mixing, clean topsoil of roots, plants, sod, stones, clay lumps and other extraneous materials harmful or toxic to plant growth.
 - 2. Mix specified soil amendments and fertilizers with topsoil at rates specified. Delay mixing of fertilizer if planting will not follow placing of planting soil within a few days.
 - 3. Provide pre-mixed planting mixture for use around the balls and roots of the plants consisting of five parts planting topsoil to one part peat moss and 12 lbs. plant fertilizer for each cu. yd. of mixture.
 - 4. Apply phosphoric acid fertilizer (other than that constituting a portion of complete fertilizers) directly to subgrade before applying planting soil and tilling.
- B. For pit and trench type backfill, mix planting soil prior to backfilling and stockpile at site.
- C. For planting beds and lawns, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

3.3 LAWN AREAS

- A. Preparation for Planting Lawns: Loosen subgrade of lawn areas to a minimum depth of 4". Remove stones over 1-1/2" in any dimension and sticks, roots, rubbish and other extraneous matter. Limit preparation to areas which will be planted promptly after preparation.
 - 1. Spread topsoil to a minimum depth required to meet lines, grades and elevations shown, after light rolling and natural settlement. Add specified soil amendments and mix thoroughly into upper 4" of topsoil.
 - 2. Place approximately 1/2 of total amount of topsoil required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil. Add specified soil amendments and mix thoroughly into upper 4 inches of soil.

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- B. Preparation of Unchanged Grades: Where lawns are to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operation, prepare soil for lawn planting as follows: Till to a depth of not less than 6"; apply soil amendments and initial fertilizers as specified; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter.
 - 1. Apply specified commercial fertilizer at rates specified and thoroughly mix into upper 2" of topsoil. Delay application of fertilizer if lawn planting will not follow within a few days.
- C. Fine grade lawn areas to a smooth, even surface with loose, uniformly fine texture. Roll, rake and drag lawn areas, remove ridges and fill depressions, as required to meet finish grades. Limit fine grading to areas which can be planted immediately after grading.
- D. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.
- E. Restore lawn areas to specified condition if eroded or otherwise disturbed after fine grading and prior to seeding or sodding.
 - 1. Water new lawn areas and keep moist until lawn is established.
- F. Where called for in the Specifications, or on the drawings, the Contractor shall furnish all labor and material and Grade "A" sod to the finished grade shown or to conform to existing grades and provide a smooth and uniform surface to meet existing ground surface.
 - 1. The cost of providing for and meeting the sodding requirements shall be included in the bid price or at no extra cost to the Owner.
 - 2. Sod shall be moist and shall be laid in a moist earth bed. Pegs shall be used to stabilize the sod on slopes over 50% and/or where required on drawings or in Specifications.

3.4 PLANTS/TREES

- A. Excavation for Trees and Shrubs:
 - 1. Excavate pits, beds and trenches with vertical sides and with bottom of excavation slightly raised at center to provide proper drainage. Loosen hard subsoil in bottom of excavation.
 - 2. For balled and burlapped (B&B) trees and shrubs, make excavations at least half again as wide as the ball diameter and equal to the ball depth, plus following allowance for setting of ball on a layer of compacted backfill.
 - 3. For container-grown stock, excavate as specified for balled and burlapped stock, adjusted to size of container width and depth.
- B. Dispose of subsoil removed from planting excavations. Do not mix with planting soil or use as backfill.
- C. Fill excavations for trees and shrubs with water and allow to percolate out before planting.
- D. Planting Trees:
 - 1. Set balled and burlapped (B&B) stock on layer of compacted planting soil mixture, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. Remove burlap from sides of balls; retain on bottoms.

- When set, place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
2. Set container grown stock as specified for balled and burlapped stock, except cut cans on 2 sides with an approved can cutter; remove bottoms of wooden boxes after partial backfilling so as not to damage root balls.
 3. Dish top of backfill to allow for mulching.

- E. Mulch pits, trenches and planted areas. Provide not less than 2 inch thickness of mulch and work into top of backfill and finished level with adjacent finish grades. Provide finished 4" thickness of mulch.
- F. Prune, thin out and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by the Consultant, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character.
- G. Remove and replace excessively pruned or mis-formed stock resulting from improper pruning.
- H. Wrap tree trunks of 2" caliper and larger. Start at ground and cover trunk to height of first branches and securely attach. Inspect tree trunks for injury, improper pruning and insect infestation and take corrective measures before wrapping. Secure tree wrap in place with twine wound spirally downward in opposite direction, tied around the tree in at least three places in addition to the top and bottom.
- I. Stake all trees immediately after lawn seeding or sodding operations and prior to acceptance. When high winds or other conditions which may affect tree survival or appearance occur, the Consultant may require immediate staking.

3.5 MAINTENANCE

- A. Begin maintenance immediately after planting.
- B. Maintain trees, conifers and other plants until final acceptance but in no case less than 60 days after substantial completion of planting.
- C. Maintain trees, conifers and other plants by pruning, cultivating and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and disease.
- D. Maintain lawns by watering, fertilizing, weeding, mowing, trimming and other operations such as the following: regrading and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.

3.6 CLEAN UP AND PROTECTION

- A. During landscape work, keep pavements clean and work areas in an orderly condition.

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- B. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed.

END OF SECTION

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SECTION 02990

PERMITS

PART 1 – GENERAL

1.01 GENERAL

- A. The Permits included in this Section have been applied for by the Owner with the cost to the Contractor noted. They are provided as information for the Contractor because the requirements and regulations contained in these documents shall be adhered to by the Contractor as they pertain to the work done under this Contract.
- B. Should any contradictions or discrepancies between the requirements of the Permits Section and other Sections of these Specifications be found, this sections language shall have precedence.

1.02 RELATED SECTIONS

- A. Section 02200 – Earthwork
- B. Section 02220 - Soil Erosion Control

1.03 PERMIT

- A. The following permits are contained hereinafter with costs to the Contractor noted.
 - 1. EGLE Part 31/Part 301 Permit (Awarded) Permit No. WRP043424
 - 2. Soil Erosion and Sediment Control Permit – must be applied for by the Contractor through the City of Birmingham
 - 3. There are no costs to the Contractor for these items.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

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NOTICE OF AUTHORIZATION

Permit Number: WRP043424 v. 1
Site Name: 63-SW side of Lake Park
& Oak Street-Birmingham

Issued Date: November 18, 2024
Expiration Date: November 18, 2029

The Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, P.O. Box 30458, Lansing, Michigan 48909-7958, under provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; specifically:

- Part 31, Floodplain Regulatory Authority of the Water Resources Protection.
- Part 301, Inland Lakes and Streams.
- Part 303, Wetlands Protection.
- Part 315, Dam Safety.
- Part 323, Shorelands Protection and Management.
- Part 325, Great Lakes Submerged Lands.
- Part 353, Sand Dunes Protection and Management.

Authorized activity:

Hydraulically dredge an area of Quarton Lake annually for five years. Spoils will be pumped through geotextile bags in an established dewatering area and shall dewater back into the lake via sheet flow or other non-erosive methods. Sediment will ultimately be disposed of in an appropriate offsite landfill. Access to the dredge area will be from Oak Street. Approximately 500 cubic yards shall be dredged annually from zones 1-5 on the plans, one zone each year for a total of approximately 2,500 cubic yards total.

All work shall be completed in accordance with the approved plans and the specific terms and conditions of this permit.

To be conducted at property located in: Oakland County, Waterbody: Quarton Lake
Section 26, Town 02N, Range 10E, City of Birmingham

Permittee:

Melissa Coatta, City of Birmingham
151 Martin Street
Birmingham, MI 48009

Susan Tepatti
Warren District Office
Water Resources Division
586-256-7272

This notice must be displayed at the site of work.
Laminating this notice or utilizing sheet protectors is recommended.
Please refer to the above permit number with any questions or concerns.

5K

EGLE
WRP043424 v1.0
Approved
Issued On: 11/18/2024



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION
PERMIT

Issued To:

Melissa Coatta, City of Birmingham
151 Martin Street
Birmingham, MI 48009

Permit No: WRP043424 v.1
Submission No.: HQ2-NFW6-PDAEH
Site Name: 63-SW side of Lake Park & Oak Street-Birmingham
Issued: November 18, 2024
Revised:
Expires: November 18, 2029

This permit is being issued by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, under the provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); specifically:

- Part 301, Inland Lakes and Streams
- Part 303, Wetlands Protection
- Part 315, Dam Safety
- Part 31, Water Resources Protection (Floodplain Regulatory Authority)
- Part 323, Shorelands Protection and Management
- Part 325, Great Lakes Submerged Lands
- Part 353, Sand Dunes Protection and Management

EGLE certifies that the activities authorized under this permit are in compliance with the State Coastal Zone Management Program and certifies without conditions under the Federal Clean Water Act, Section 401 that the discharge from the activities authorized under this permit will comply with Michigan’s water quality requirements in Part 31, Water Resources Protection, of the NREPA and associated administrative rules, where applicable.

Permission is hereby granted, based on permittee assurance of adherence to State of Michigan requirements and permit conditions, to:

Authorized Activity:

Hydraulically dredge an area of Quarton Lake annually for five years. Spoils will be pumped through geotextile bags in an established dewatering area and shall dewater back into the lake via sheet flow or other non-erosive methods. Sediment will ultimately be disposed of in an appropriate offsite landfill. Access to the dredge area will be from Oak Street. Approximately 500 cubic yards shall be dredged annually from zones 1-5 on the plans, one zone each year for a total of approximately 2,500 cubic yards total.

All work shall be completed in accordance with the approved plans and the specific terms and conditions of this permit.

Waterbody Affected: Quarton Lake
Property Location: Oakland County, City of Birmingham, Town/Range/Section 02N10E26,
Property Tax No. 19-26-477-001

Authority granted by this permit is subject to the following limitations:

- A. Initiation of any work on the permitted project confirms the permittee's acceptance and agreement to comply with all terms and conditions of this permit.
- B. The permittee, in exercising the authority granted by this permit, shall not cause unlawful pollution as defined by Part 31 of the NREPA.
- C. This permit shall be kept at the site of the work and available for inspection at all times during the duration of the project or until its date of expiration.
- D. All work shall be completed in accordance with the approved plans and specifications submitted with the application and/or plans and specifications attached to this permit.
- E. No attempt shall be made by the permittee to forbid the full and free use by the public of public waters at or adjacent to the structure or work approved.
- F. It is made a requirement of this permit that the permittee give notice to public utilities in accordance with 2013 PA 174 (Act 174) and comply with each of the requirements of Act 174.
- G. This permit does not convey property rights in either real estate or material, nor does it authorize any injury to private property or invasion of public or private rights, nor does it waive the necessity of seeking federal assent, all local permits, or complying with other state statutes.
- H. This permit does not prejudice or limit the right of a riparian owner or other person to institute proceedings in any circuit court of this state when necessary to protect his rights.
- I. Permittee shall notify EGLE within one week after the completion of the activity authorized by this permit by completing and forwarding the attached preaddressed postcard to the office addressed thereon.
- J. This permit shall not be assigned or transferred without the written approval of EGLE.
- K. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific state act, federal act, and/or rule under which this permit is granted.
- L. All dredged or excavated materials shall be disposed of in an upland site (outside of floodplains, unless exempt under Part 31 of the NREPA, and wetlands).
- M. In issuing this permit, EGLE has relied on the information and data that the permittee has provided in connection with the submitted application for permit. If, subsequent to the issuance of a permit, such information and data prove to be false, incomplete, or inaccurate, EGLE may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
- N. The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents, and representatives for any and all claims or causes of action arising from acts or omissions of the permittee, or employees, agents, or representative of the permittee, undertaken in connection with this permit. The permittee's obligation to indemnify the State of Michigan applies only if the state: (1) provides the permittee or its designated representative written notice of the claim or cause of action within 30 days after it is received by the state, and (2) consents to the permittee's participation in the proceeding on the claim or cause of action. It does not apply to contested case proceedings under the Administrative Procedures Act, 1969 PA 306, as amended, challenging the permit. This permit shall not be construed as an indemnity by the State of Michigan for the benefit of the permittee or any other person.
- O. Noncompliance with these terms and conditions and/or the initiation of other regulated activities not specifically authorized shall be cause for the modification, suspension, or revocation of this permit, in whole or in part. Further, EGLE may initiate criminal and/or civil proceedings as may be deemed necessary to correct project deficiencies, protect natural resource values, and secure compliance with statutes.

- P. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity from EGLE. Such revision request shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by EGLE prior to being implemented.
- Q. This permit may be transferred to another person upon written approval of EGLE. The permittee must submit a written request to EGLE to transfer the permit to the new owner. The new owner must also submit a written request to EGLE to accept transfer. The new owner must agree, in writing, to accept all conditions of the permit. A single letter signed by both parties that includes all the above information may be provided to EGLE. EGLE will review the request and, if approved, will provide written notification to the new owner.
- R. Prior to initiating permitted construction, the permittee is required to provide a copy of the permit to the contractor(s) for review. The property owner, contractor(s), and any agent involved in exercising the permit are held responsible to ensure that the project is constructed in accordance with all drawings and specifications. The contractor is required to provide a copy of the permit to all subcontractors doing work authorized by the permit.
- S. Construction must be undertaken and completed during the dry period of the wetland. If the area does not dry out, construction shall be done on equipment mats to prevent compaction of the soil.
- T. Authority granted by this permit does not waive permit requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA, or the need to acquire applicable permits from the County Enforcing Agent (CEA).
- U. Authority granted by this permit does not waive permit requirements under the authority of Part 305, Natural Rivers, of the NREPA. A Natural Rivers Zoning Permit may be required for construction, land alteration, streambank stabilization, or vegetation removal along or near a natural river.
- V. The permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.
- W. Unless specifically stated in this permit, construction pads, haul roads, temporary structures, or other structural appurtenances to be placed in a wetland or on bottomland of the water body are not authorized and shall not be constructed unless authorized by a separate permit or permit revision granted in accordance with the applicable law.
- X. For projects with potential impacts to fish spawning or migration, no work shall occur within fish spawning or migration timelines (i.e., windows) unless otherwise approved in writing by the Michigan Department of Natural Resources, Fisheries Division.
- Y. Work to be done under authority of this permit is further subject to the following special instructions and specifications:
1. Authority granted by this permit does not waive permit or program requirements under Part 91 of the NREPA or the need to acquire applicable permits from the CEA. To locate the Soil Erosion Program Administrator for your county, visit <https://www.michigan.gov/egle/about/organization/water-resources/soil-erosion/sesc-overview> and select "Soil Erosion and Sedimentation Control Agencies".
 2. The authority to conduct the activity as authorized by this permit is granted solely under the provisions of the governing act as identified above. This permit does not convey, provide, or otherwise imply approval of any other governing act, ordinance, or regulation, nor does it waive the permittee's obligation to acquire any local, county, state, or federal approval or authorization necessary to conduct the activity.
 3. No fill, excess soil, or other material shall be placed in any wetland, floodplain, or surface water area not specifically authorized by this permit, its plans, and specifications.

4. This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.
5. The permit placard shall be kept posted at the work site in a prominent location at all times for the duration of the project or until permit expiration.
6. This permit is being issued for the maximum time allowed and no extensions of this permit will be granted. Initiation of the construction work authorized by this permit indicates the permittee's acceptance of this condition. The permit, when signed by EGLE, will be for a five-year period beginning on the date of issuance. If the project is not completed by the expiration date, a new permit must be sought.

Sedimentation Barrier

Prior to the initiation of any permitted construction activities, a sedimentation barrier shall be constructed immediately down gradient of the construction site. Sedimentation barriers shall be specifically designed to handle the sediment type, load, water depth, and flow conditions of each construction site throughout the anticipated time of construction and unstable site conditions. The sedimentation barrier shall be maintained in good working order throughout the duration of the project. Upon project completion, the accumulated materials shall be removed and disposed of at an upland (non-wetland, non-floodplain) site and stabilized with seed and mulch. The sedimentation barrier shall then be removed in its entirety and the area restored to its original configuration and cover.

Standard and Winter Stabilization

All raw areas in uplands resulting from the permitted construction activity shall be effectively stabilized with sod and/or seed and mulch (or other technology specified by this permit or project plans) in a sufficient quantity and manner to prevent erosion and any potential siltation to surface waters or wetlands. Temporary stabilization measures shall be installed before or upon commencement of the permitted activity, and shall be maintained until permanent measures are in place. Permanent measures shall be in place within five (5) days of achieving final grade.

All raw earth within 100 feet of a lake, stream, or wetland that is not brought to final stabilization by the end of the active growing season shall be temporarily stabilized with mulch blankets in accordance with the following dates: September 20th for the Upper Peninsula, October 1st for the Lower Peninsula north of US-10, and October 10th for the Lower Peninsula south of US-10.

Dredge Spoils Handling & Disposal

All hydraulically dredged spoils including organic and inorganic soils, vegetation, and other material removed shall be pumped through sediment containment tubes for dewatering, with the tubes placed on upland (non-wetland, non-floodplain or non-bottomland). Containment tubes shall then be taken off-site and disposed of at an appropriate landfill. Dredged material, including organic and inorganic sediment, vegetation, and other material removed from bottomlands, shall not be placed in any wetland, floodplain or critical dune, or below the ordinary high-water mark of any inland lake, Great Lake, or stream. Dredged material placed on upland shall be stabilized in such a manner to prevent erosion of any material into any waterbody, including wetlands, or floodplain.

Dredge Barrier / Turbidity Curtain

Prior to commencement of any dredging authorized by this permit, the entire dredged area shall be enclosed with a turbidity curtain to prevent off-site siltation. The turbidity curtain shall be installed to extend from the bed of the waterbody to a point above the existing water's surface. The turbidity curtain shall be maintained for the duration of the project and shall be left in place after completion of dredging until all disturbed sediments have settled. In the event there is a problem with the turbidity

curtain, and a failure to contain the sediments from leaving the project site, the project shall be immediately stopped, evaluated, and appropriate measures shall be taken to stop the release of sediments/turbidity. The permittee, agent or contractor shall immediately notify the Pollution Emergency Alerting System (PEAS) at 1-800-292-4706 and EGLE representative at 586-256-7272 or by email at tepattis@michigan.gov, on the turbidity curtain failure and the measures being taken to stop the release of sediments/turbidity.

Dredge Liability

The permittee is cautioned that excessive dredging resulting in the impairment of the structural integrity of seawalls on neighboring riparian properties is subject to civil damage litigation.

Dredge Closure Window

No work or dredging within the water authorized by this permit is allowed from **March 1 to June 30** due to critical spawning, migration, and to reduce impacts on herpetofauna that are likely to be hibernating during the cold months, and raising young in this habitat, and/or recreational use periods.

Issued By: Susan Tepatti
Susan Tepatti
Warren District Office
Water Resources Division
586-256-7272

THIS PERMIT MUST BE SIGNED BY THE PERMITTEE TO BE VALID.

I hereby assure that I have read, am familiar with, and agree to adhere to the terms and conditions of this permit.

Melissa A. Coatta, P.E. Digitally signed by Melissa A. Coatta, P.E.
DN: C=US, E=mcoatta@bhamgov.org, O=City of
Birmingham, OU=Engineering Department,
CN=Melissa A. Coatta, P.E.*
Date: 2024.12.04 14:20:17-0500'

December 4, 2024

Permittee Signature

Date

cc: Birmingham City Clerk
Oakland County WRC
Oakland County
Nancy Kolinski, HRC



MEMORANDUM

Engineering Department

DATE: June 9, 2025

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Evergreen-Farmington Sanitary Drain Drainage District
Walnut Lake No. 1 Corrective Action Plan Bond Series 2025 Prepayment

INTRODUCTION:

The Oakland County Water Resource Commission (OCWRC) will start construction next year on the Corrective Action Plan Phase 2 for the Evergreen-Farmington Sanitary Drain (EFSD) Drainage District. Communities can pay the assessment in installments with interest or prepay the assessment. The Engineering Department and Finance Department recommend prepaying the assessment for this project.

BACKGROUND:

The City entered into a Chapter 20, Section 471 Agreement with OCWRC in August 2021 to fund the EFSD Corrective Action Plan. This agreement has the City's apportionment percentage at 0.11%. Currently, the EFSD is under an Administrative Consent Order (ACO) 04995 from the Michigan Department of Environment, Great Lakes, and Energy and is required to eliminate the remaining sanitary sewer overflow.

Walnut Lake No. 1 pump station is located in Bloomfield Township is in need of various improvements to allow uninterrupted flow from the pump station to the east force main at the Evergreen Road Interceptor. The total estimated cost of the project is \$14,000,000.00, with the City's portion of the prepayment to be \$15,400.00. OCWRC applied and received EGLE Clean Water State Revolving Fund (CWSRF) financing for this project. The interest rate on the bonds is 2.50%.

The EFSD Drain Board held a meeting on April 22, 2025, to discuss and approve the recommended Assessment Roll relating to Drain Bond Series 2025. The City has the option to prepay for this project at \$15,400.00 or to make installment payments that total \$19,872.00. The Engineering Department and Finance Department recommended prepaying for this project at \$15,400.00.

LEGAL REVIEW:

The City Attorney has reviewed the documents and has no objections as to form and substance of the suggested resolution.

FISCAL IMPACT:

There are funds in account number 590.0-537.000-811.000 for the amount if the City Commission approves the prepayment.

SUSTAINABILITY:

N/A

DESIGN CONSIDERATIONS:

N/A

PUBLIC COMMUNICATIONS:

OCWRC's Steering Committee meetings that discuss the proposed projects are open to the public and City staff has participated in these meetings.

SUMMARY:

The Engineering Department and Finance Department recommend a prepayment of \$15,400.00 for the Evergreen-Farmington Sanitary Drain (EFSD) Corrective Action Plan Walnut Lake No. 1 Drain Bond Series 2025 to fund the needed improvements.

ATTACHMENTS:

- City Commission Memo of July 8, 2021, for Evergreen-Farmington Sanitary Drainage District Chapter 20, Section 471 Agreement
- May 23, 2025 OCWRC Letter

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to prepay in full the assessment for the Evergreen-Farmington Sanitary Drain Drainage District, Corrective Action Plan Walnut Lake No. 1 Drain Bond Series 2025 in the amount of \$15,400.00; to authorize the City Engineer to notify the Drain Board by June 27, 2025 of the intent to prepay; and further to charge this assessment to account number 590.0-537.000-811.0000.



MEMORANDUM

Engineering Department

DATE: July 8, 2021

TO: Thomas M. Markus, City Manager

FROM: James J. Surhigh, Consulting City Engineer
Mary Kucharek, City Attorney

SUBJECT: Evergreen-Farmington Sanitary Drainage District
Chapter 20 Section 471 Agreement

INTRODUCTION:

The Oakland County Water Resources Commissioner (WRC) will be renewing the agreement for the Evergreen Farmington Sewage Disposal System with the 15 communities that the system provides regional sanitary service to, which includes the City of Birmingham. The new service agreement will replace the 1989 Inter-municipal Agreement (Act 342) with a Chapter 20 Drain, to be established under Section 471 of the State of Michigan Drain Code. The new agreement includes an apportionment of costs for certain initial projects, and any future projects would be required to follow the process allowed under Chapter 20 of the Drain Code. WRC is asking all communities to approve the new agreement before the August 2021 Drain Board Meeting.

BACKGROUND:

The Evergreen Farmington Sanitary Drain (E-F Drain) provides an outlet for City sewers located in the approximate western half of the City. The flows in the City combined sewers that drain to the Birmingham CSO Retention Treatment Facility (at Linden Park), Bloomfield Village Retention Treatment Facility (at Lincoln Hills Golf Course), and the Acacia Park CSO Retention Treatment Facility (in Beverly Hills, at Evergreen & Beverly Road) discharge to the Evergreen Farmington Drain through regulated connections. A small number City sanitary sewers discharge directly to the Evergreen Farmington Sanitary Drain. In addition, a small number of individual private buildings have service connections to the E-F Drain. Flows in the E-F Drain continue south of the City through Beverly Hills and Southfield, eventually connecting to the Great Lakes Water Authority (GLWA – formerly known as DWSD) sewer system in Detroit, where they are treated at the GLWA Wastewater Treatment Plant along the Detroit River.

The current agreement between WRC and the City was from 1989, and established contractual “town outlet capacities” that the City and other communities were to adhere to. The CSO Abatement Program that the City participated in in the mid-1990’s, where the retention treatment facilities were constructed, were designed to meet the City’s contractual capacity requirement. The retention treatment facilities are owned and operated by the WRC, and the City is responsible for an apportionment of costs to operate and maintain the facilities. As part of the WRC’s wet-weather operation of these facilities, they routinely restrict flows from entering the E-F Drain to help manage stress on the

sanitary system and reduce the risk of basement flooding throughout this portion of the Drain District.

As part of the new agreement, certain projects are being planned for that will improve the outlet capacity for the E-F Drain, which benefits all of the communities in the Drain District during “wet-weather” conditions. The costs for these projects will be apportioned to the communities based on “wet-weather” contributions to the E-F Drain. Because flows from the retention treatment facilities are reduced by WRC during “wet-weather”, the City’s apportionment percentage is only 0.11%, even though by land area, Birmingham comprises approximately 2.5% of the Drainage District. The total estimated project costs are \$72,700,000, and the apportionment cost to the City for these projects is estimated to be \$79,970. Other costs to the City for routine sewage treatment and disposal will continue by the “rolling three-year average” method that WRC has used for several years.

The new service agreement presented at this time is the culmination of a review process that has occurred over the past several months. City Attorney Kucharek, Finance Director Gerber, and Consulting City Engineer Surhigh have been part of the review process, and City Manager Markus has been updated as necessary over that time. WRC is asking community approval of the agreement before their August Drain Board meeting (scheduled for late August), to allow time for the necessary bond sales to fund the proposed “outlet capacity improvement projects” included in the agreement.

LEGAL REVIEW:

The attached Evergreen-Farmington Sanitary Drainage District Chapter 20 Section 471 Agreement was prepared by the Oakland County Water Resources Commissioner legal staff, and was subject to a number of revisions during the community review process. The attached version is considered to be the final agreement. The City Attorney has reviewed the document with respect to form, and no changes were required.

FISCAL IMPACT:

The City’s responsibility to the Evergreen-Farmington Sanitary Drain Drainage District for initial capital improvement projects as part of this agreement is \$79,970.00, which is less than the amount anticipated and included in the fiscal 2021-2022 budget. WRC provides projections for sewage treatment rates, which have been considered in development of the City’s sewer rates. The Finance Department reviewed the proposed cost apportionment breakdown and had no objections.

PUBLIC COMMUNICATIONS:

WRC’s steering committee meetings that discussed the proposed projects and agreement were open to the public. City Manager, Finance Director, City Attorney, and City Engineer have been regular participants in these meetings.

ATTACHMENTS:

- Evergreen-Farmington Sanitary Drain Drainage District Chapter 20 Section 471 Agreement (27 pages)
- Select pages from WRC presentation to E-F Steering Committee on April 30, 2020 (8 pages)
- Select pages from WRC presentation to City Manager & City Engineer on February 1, 2021 (13 pages)

SUGGESTED RESOLUTION:

To approve the Chapter 20 Section 471 Agreement with the Evergreen-Farmington Sanitary Drain Drainage District, agreeing to pay the City's share of apportioned costs related to the capital improvements described in said agreement. The total amount of the City's share of the cost is \$79,970: to be charged to 590-536.001-981.0100, Sewer Fund, Public Improvements. Also, to direct the Mayor to sign the agreement on behalf of the City.

EVERGREEN-FARMINGTON SANITARY DRAIN DRAINAGE DISTRICT
CHAPTER 20 SECTION 471 AGREEMENT

This Agreement, dated the ____ day of _____, 2021, by and among the Drainage Board for the Evergreen Farmington Sanitary Drain Drainage District (the “Drainage Board”), the City of Auburn Hills, the Village of Beverly Hills, the Village of Bingham Farms, the City of Birmingham, the Charter Township of Bloomfield, the City of Bloomfield Hills, the City of Farmington, the City of Farmington Hills, the Village of Franklin, the City of Keego Harbor, the City of Lathrup Village, the City of Orchard Lake Village, the City of Southfield, the City of Troy and the Charter Township of West Bloomfield (each, a “Public Corporation” and collectively, the “Public Corporations”). The Drainage Board and the Public Corporations are sometimes referred to each as a “Party” and collectively as the “Parties.”

WHEREAS, by Resolution No. 7674, adopted September 2, 1976, and pursuant to the provisions of Act No. 342 of the Public Acts of Michigan of 1939, as amended (“Act 342”), the County of Oakland (the “County”) established the Evergreen-Farmington Sewage Disposal System (the “EFSDS” or the “System”) and designated and appointed the Oakland County Drain Commissioner, now the Oakland County Water Resources Commissioner, as the “county agency” for the System pursuant to Act 342 (the “County Agency”), with all the powers and duties with respect to the acquisition, construction and financing of facilities for the System as are provided by law especially Act 342; and

WHEREAS, Section 3 of Act 342 authorizes the County Agency to make and execute proposed alterations, changes, and extensions of the improvements, facilities, or services authorized herein; to locate, acquire, purchase, construct, alter, repair, maintain, and operate the improvements, facilities, and services authorized herein and enter into and execute contracts therefor; and

WHEREAS, the County Agency and the Public Corporations serviced by the EFSDS entered into the Evergreen and Farmington Sewage Disposal Systems Intermunicipal Contract Concerning Wastewater Treatment and Pollution Control Projects, dated September 30, 1989 (the “342 Agreement”); and

WHEREAS, certain of the Public Corporations petitioned for the location, establishment and construction of an intra-county drain project consisting of the sewage disposal system previously known as the EFSDS and all improvements necessary or prudent to bring the EFSDS into compliance with Administrative Consent Order 04995 entered by the State of Michigan Department of the Environment, Great Lakes, and Energy on August 14, 2019 (the “ACO”); and

WHEREAS, the Drainage Board named said drain project the Evergreen-Farmington Sanitary Drain (the “Drain”, and the improvements to be undertaken to comply with the ACO also referred to herein as the “Project”) and named the drainage district composed of the Public Corporations the Evergreen-Farmington Sanitary Drain Drainage District (the “Drainage District”) composed of the Public Corporations to be assessed for the Drain, pursuant to Chapter 20 of the Michigan Drain Code, Act No. 40 of the Public Acts of Michigan of 1956, as amended (the “Drain Code”) and issued its Final Order of Determination as executed by the Chairperson of the Drainage Board on November 17, 2020 (the “Final Order of Determination”); and

WHEREAS, as provided in the petitions, the issuance of bonds to finance the Project is contingent upon the Public Corporations and the Drainage District entering into an agreement as provided by law setting forth the services and operations of the Drainage District and to provide for methods of addressing and apportioning future improvements to the Drainage District; and

WHEREAS, Section 471 of the Drain Code authorizes the Drainage Board to contract with any public corporation including any agency thereof, including the Public Corporations and the County Agency; and

WHEREAS, the Drainage Board and the Public Corporations acknowledge that the underlying purpose of this Agreement, entered into pursuant to the authority provided in Section 471 of the Drain Code, is to fully satisfy the terms of the petitions and allow for the issuance of bonds to finance the Project; supersede and replace the Act 342 Agreement; provide for the operations, maintenance, and administration of the Project and the Drainage District by the Drainage Board; acknowledge responsibilities with respect to outstanding debt obligations issued to finance EFSDS improvements; and promote communication by and among the Drainage Board and the Public Corporations; and

WHEREAS, it is understood and agreed that the entire cost of the Project and the entire cost for the operations, maintenance, and administration of the Drainage District is to be assessed against the Public Corporations pursuant to Chapter 20 of the Drain Code.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS.

AGREEMENT

1. **Evergreen-Farmington Sanitary Drain Drainage District.** The Parties acknowledge the legal establishment of the Drain and the Drainage District pursuant to the Final Order of Determination and in accordance with applicable law including, but not limited to Chapter 20 of the Drain Code. The Parties acknowledge that the Project is to provide improvements necessary or prudent to bring the EFSDS, now the Drainage District, into compliance with the ACO.

2. **Town Outlet Capacity.** The Parties acknowledge that each Public Corporation's respective ability to discharge to the Drain is limited to that provided in the Town Outlet Capacities attached as **Exhibit 1 (Town Outlet Capacities)**. The Town Outlet Capacities provided herein will not be available until after the full completion of the project described in this Agreement. After a Public Corporation reaches its Town Outlet Capacity, that Public Corporation shall have the right to contract for any additional needed capacity outside of the Drain, but it shall retain its obligation to deliver its Town Outlet Capacity to the Drain. The Drainage District agrees that each Public Corporation shall retain the right to deliver wastewater in the amount as set forth for its respective Town Outlet Capacity, to the Drain subject to the terms and conditions of this Agreement, including any extension thereof, so long as each Public Corporation shall continue to pay the amount specified herein for its respective assessment of the cost of the Project, the operation, maintenance and improvement, and administration of the Drainage District, and any additional facilities of the Drainage District as provided herein. No Public Corporation shall have the right unilaterally to terminate or reduce such payments, but if any such Public Corporation

shall breach such obligation, the Drainage District shall be authorized to terminate or reduce such delivery rights or to transfer such delivery rights to other public corporations, whether a party hereto or not. The discharge of wastewater into the Drain from any Public Corporation whether a Party or not, shall not exceed the Town Outlet Capacity of such public corporation. Responsibility and authority will be vested with the Drainage District to oversee and regulate the discharge of wastewater from each Public Corporation and take appropriate actions to protect the rights of the Drainage District to promote each Public Corporations to discharge up to but not in excess of its respective Town Outlet Capacity. The Drainage District acknowledges that exceedances may occur from time to time. If a Public Corporation exceeds their respective Town Outlet Capacity, all Public Corporations tributary to that location will meet with the Drainage District to discuss the reasons for non-compliance. Public Corporations found by the Drainage District to be in exceedance of their respective Town Outlet Capacity can be required by the Drainage District to develop and implement a written corrective action plan acceptable to the Drainage District within 90 days of the Drainage District's finding or as otherwise agreed. A written corrective action plan shall be consistent with the Evergreen-Farmington Sanitary Drain Cohesive Operating Protocol or successor protocol, plan, or document. In the event it becomes necessary or prudent to install meters to monitor the flow of wastewater into the Drain, the costs for installation and operation of such meters shall be borne by all Public Corporations as a general system cost and shall be assessed or otherwise be obligated to be paid in accordance with Chapter 20 of the Drain Code.

3. **EFSDS Transfer And Legal Title.** The Parties acknowledge that the EFSDS is hereby transferred to and established as the Drain in accordance with law and the ACO notice provisions. The Drainage Board shall be responsible for the operations, maintenance, and administration of the Drainage District in accordance with Chapter 20 of the Drain Code.

4. **EFSDS Outstanding Debt Obligations.** The Parties acknowledge that there are outstanding debt obligations issued by the County for improvements to the EFSDS, attached as **Exhibit 2 (Index of Outstanding EFSDS Bonds)**. The Parties hereby covenant and agree that, so long as any such bonds or other debt obligations remain outstanding and unpaid, the provisions of this Agreement shall not impair the security for the bonds or other obligations or the prompt payment of principal or interest thereon. The Public Corporations, the Drainage Board, and the County Agency further covenant and agree that they will comply with their respective duties and obligations under the terms of this Agreement promptly, and will not suffer to be done any act which would in any way impair bonds or other debt obligations, the security therefor, or the prompt payment of interest thereon. The Parties acknowledge that such outstanding debt obligations will continue to be serviced in the manner that they are currently being serviced, and that the County Agency shall continue to pay the County of Oakland the amounts necessary to meet all such bond payments, debt service, and obligations until and unless otherwise agreed between the Drainage District and the County. The Parties further acknowledge that with respect to any debt issued pursuant to Act 342, the Oakland County Water Resources Commissioner will continue in the capacity as County Agency, as designated and appointed by the County for the EFSDS for carrying out the purposes of and exercising the powers and duties vested in any contract entered into by and among the County and any of the Public Corporations pursuant to Act 342 (any such contract referred to herein as an "Act 342 Contract"). Any Party that is party to an Act 342 Contract ratifies and confirms its obligations under any such Act 342 Contract and agrees to continue to carry out its obligations under such Act 342 Contract, including the payment of amounts required to be paid by any Public Corporation to the County Agency for the payment of debt service and any County

Agency administrative expenses, as provided in the Act 342 Contract. To the extent there is any inconsistency between an Act 342 Contract and this Agreement, the terms of the Act 342 Contract will prevail.

5. **Drainage District Operations.** The Drainage District shall operate in accordance with accepted public utility operational procedures. The Drainage District shall not be liable to any Public Corporation, or any individual user therein, for any interruption in service. The Public Corporations agree to comply with their respective administrative consent orders. A list of the Public Corporation's Administrative Consent Orders is provided in **Exhibit 3 (Public Corporation Administrative Consent Orders)**.

6. **Public Corporation Consent To Location of Drainage District.** The Public Corporations, by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, consent and agree to the establishment and location of the Drain and of other extension, improvement or enlargement thereof, within their corporate boundaries and to the use by the Drainage District of their streets, highways, alleys, lands, rights-of-way or other public places for the purpose and facilities of the Drain and any improvement, enlargement or extension thereof. The Public Corporations further agree that in order to evidence and effectuate the foregoing agreement and consent, they will execute and deliver to the Drainage District such grants of easement, right-of-way, permit or consent as may be requested by the Drainage District. Each Public Corporation agrees to transmit to the Drainage District wastewater collected within its respective boundary or otherwise provided by contract up to its Town Outlet Capacity, at reception points designated by the Drainage District, and the Drainage District agrees that the Drainage District shall accept and dispose of such wastewater for treatment.

7. **Public Corporation Wastewater.** Each Public Corporation shall be responsible at its own expense to properly operate and maintain its respective sewer system to collect and deliver wastewater flow to the Drain. The Drainage District shall have no responsibility for the Public Corporations' sewer systems. The Public Corporations shall be responsible for the character of their respective wastewater flows and shall comply with standards, rules, and regulations controlling the transportation and discharge of wastewater to the Drain. Each Public Corporation by the adoption of appropriate ordinances or rules or regulations shall enforce all legal requirements and Drainage District requirements including those relating to industrial pretreatment. Each Public Corporation shall not deliver wastewater to the Drain in violation of applicable standards, rules, and regulations, causes physical damage to the Drain, or contributes to an event of noncompliance to the Drainage District's permit or other regulatory requirements.

8. **Service Area.** The service area of the Drain is depicted in **Exhibit 4 (Service Area Map)** which service area consists of the EFSDS interceptor system as configured as of the date of establishment of the Drain and Drainage District by execution of the Final Order of Determination, and includes areas served pursuant to existing service agreements of certain Public Corporations with other municipalities outside of the Drainage District as listed in **Exhibit 5 (Index of Public Corporation Agreements to Accept Wastewater From Other Municipalities)**. The Parties understand that the Drainage District is currently subject to the contract between the EFSDS (and as anticipated to be transferred and assigned to the Drainage District) and the Detroit Water And Sewerage Department (as has been assigned to the Great Lakes Water Authority). The Parties also understand that the Drainage District is currently negotiating a new contract with the Great Lakes

Water Authority. No Public Corporation that is a party to this contract shall divert flow that is presently tributary to the Drain to another sewage treatment plant or facility or construct or permit the construction of any new sewage treatment plant or facility within the Drainage District without the approval of the Drainage Board.

9. **Assessments of Public Corporations For the Payment Of Project Costs.** The Parties acknowledge and approve the Project and the preliminary plans and cost estimates for the Project attached as **Exhibit 6 (Project Preliminary Plans And Cost Estimates)**. The Project is limited to those improvements described in the petitions of the Charter Township of West Bloomfield dated July 13, 2020 and the City of Southfield dated July 20, 2020 and the Final Order of Determination of the Drainage Board dated November 17, 2020. The Public Corporations acknowledge and agree to pay the Drainage District for all Project costs, including the acquisition, construction, and financing of the Project in accordance with the approved Final Order of Apportionment, executed by the Chairperson of the Drainage Board on June 22, 2021, establishing the assessment percentages as described in **Exhibit 7 (Final Order of Apportionment Assessment Percentages)**. All matters relating to engineering plans and specifications, together with the making and letting of final contracts for acquisition and construction of the Project, the approval of the work and materials therefor, and construction supervision, shall be under the exclusive control of the Drainage Board. The Drainage Board shall maintain appropriate insurance coverage for the Project. The insurance premiums for policies secured by the Drainage Board for the Project shall become a Project cost. In the event the amount of any judgment, arbitration award or settlement, including litigation costs, are payable by the Drainage Board, such amount shall be a Project cost. It is specifically recognized by all Public Corporations that the Drainage Board may issue bonds on behalf of the Drainage District in anticipation of the collection of assessments or other payments required to be made by the Public Corporations under the provisions of Chapter 20 of the Drain Code and as described in this Agreement, and the Public Corporations covenant and agree that they will make all required payments to the Drainage Board promptly and at the times specified herein.

10. **Assessments and Charges to Public Corporations For The Payment Of Drainage District Operations, Maintenance, and Administration Costs.** The Public Corporations shall pay the Drainage Board for the operation, maintenance, and administration of the Drain and related wastewater services at such amounts as the Drainage Board may establish from time to time based on the aggregate quantity of wastewater on a multi-year rolling average method entering the Drain attributable from the Public Corporations or any other method as determined by the Drainage Board, based on the benefits that accrue to each Public Corporation and the extent to which each Public Corporation contributes to the conditions that make the Drainage District necessary. At least annually, representatives of the Drainage Board shall offer to meet with the Public Corporations and discuss the method of assessment of operation, maintenance, and administration of the Drain. The Parties acknowledge that amounts charged by the Drainage Board to each Public Corporation will include all applicable costs and expenses associated with financing, administration, operation and maintenance, sewage disposal charges or other applicable expenses as determined by the Drainage Board, and will include an allocable share of debt service owed on outstanding bonds and other obligations issued by the County for improvements to the EFSDS. In the event that the Drainage District is billed directly by the Great Lakes Water Authority for charges associated with high strength and industrial wastewater flows, such charges may be invoiced directly to the responsible Public Corporation(s) as determined by

the Drainage Board. Each of the Public Corporations reserves the right to establish the manner in which it assesses and charge properties within the Public Corporation benefiting especially from the Drain or otherwise provide for the amounts needed to pay for the Drainage District assessments, in accordance with the Drain Code and other applicable law. Operation, maintenance, and administrative expenses shall include, but not be limited to, such amounts as in the judgment of the Drainage Board to pay for any losses or legal expenses arising from the operation, maintenance and improvement, and administration of the Drain and the repair and replacement of the Drainage District's administrative facilities, equipment, accessories, or appurtenances as may be reasonably necessary or prudent. If the character of wastewater transmitted from any Public Corporation is in violation of applicable standards, rules, and regulations, causes physical damage to the Drain, or contributes to an event of noncompliance to the Drainage District's permit or other regulatory requirements, the Drainage Board may apply an additional assessment to the respective Public Corporation and, if necessary or prudent, the Drainage Board shall have the right for the protection of the Drainage System and the public health or safety, to deny discharge of wastewater to the Drainage District.

11. **Administration, Auditing, Financial Services, and Other Overhead Expenses.**

The Drainage Board is authorized, but not required, to use the Oakland County Water Resources Commissioner, the County of Oakland, or third party personnel, equipment, or services for the operations, maintenance, or administration of the Drain. The Public Corporations agree that the costs of contract, administration, auditing, financial services, and other overhead expenses are part of the Drain costs whether provided by County personnel or third parties. This includes allocable share of reasonable personnel cost, salary, and fringe benefits as determined by the Drainage Board.

12. **Billing.** The assessments and charges as herein provided shall be billed on either a monthly or quarterly basis by the Drainage Board to the Public Corporations. It is understood and agreed, that the payment of charges for services as provided herein for each Public Corporation shall be the general obligation of such Public Corporation, and the Drainage Board shall have the right to utilize any method permitted by law for the collection of such charges due to the Drainage Board under this contract.

13. **Nonassignment.** A Public Corporation shall not assign any claim, right, or privilege it may have under this Agreement or under law from or against the Drainage District to any other Public Corporation, person, or entity whatsoever without the prior written approval of the Drainage Board.

14. **Drainage District Rules And Regulations.** The Drainage Board may establish general rules and regulations for the Drainage District consistent with applicable law, rules, and regulations controlling the quantity and quality of the discharge of the users to the Drain. Nothing herein shall prohibit the Drainage Board from establishing rules and regulations more stringent than those required by applicable law, rules, and regulations, if, in the judgment of the Drainage Board stricter rules and regulations are necessary or prudent to protect the integrity of the Drainage District. Further, each Public Corporation agrees to enforce such rules and regulations as the Drainage Board adopts from time to time.

15. **No Territorial Change of Public Corporation.** No change in the jurisdiction over territory in any Public Corporation shall in any manner impair the obligations of this Agreement, supplement or amendment. In the event all or any part of the territory of a Public Corporation is incorporated as a new city or is annexed to or becomes a part of the territory of another Public Corporation or another public corporation, the Public Corporation or public corporation into which such territory is incorporated or to which such territory is annexed, shall assume the proper proportionate share of the contractual obligations and rights in the Drainage District of the Public Corporation from which territory is taken and such a Public Corporation shall become a Public Corporation in this Agreement, based upon a division determined by the Drainage Board in its sole discretion.

16. **Term.** This Agreement shall remain in full force and effect for an initial term of thirty (30) years from the Effective Date as provided in Section 26, and shall be automatically extended for an addition ten (10) year term beyond the initial term and thereafter automatically extended for ten (10) year intervals unless terminated by the Parties as provided herein; provided that, in no event shall this Agreement be terminated if any bonds, notes or other debt of the Drainage District remain outstanding. It is understood that this Agreement shall automatically and without further action of the Parties, be extended to such date beyond the initial term and any extension thereto to coincide with the date on which all of the principal of and interest on any such bonds, notes or other debt have been fully paid. Expiration or termination of this Agreement shall not impact in any way the Parties rights, duties and obligations and the Drainage Board's rights and obligations to the continued operation, maintenance and improvement, and administration of the Drain under Chapter 20 of the Drain Code.

17. **Termination.** Following the initial term or the full payment of the principal of, and interest on, any and all bonds, notes or other debt of the Drainage District, whichever is later, this Agreement may be terminated by any Party upon a minimum of 365 calendar days written notice to each of the other Parties to this Agreement. The written notice shall state the effective date of the termination.

18. **Governing Law.** This Agreement is made and entered into in the state of Michigan and shall be interpreted, enforced, and governed under the laws of the state of Michigan. The language of this Agreement is intended to be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

19. **Lawsuits or Claims.** The Parties agree that the costs and expenses of any lawsuits, disputes, or claims of any kind arising directly or indirectly out of this Agreement to the extent such costs and expenses are chargeable against the Drainage District shall be deemed to constitute part of the cost of the Drain and shall be paid by the Public Corporations in the same manner as other costs of the Drain.

20. **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Agreement.

21. **Government Function.** This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege power,

obligation, duty, or immunity of the Parties. The obligations in this Agreement are in the exercise or discharge of a governmental function.

22. **Notices.** Notice of a legal nature shall be sent by certified first class mail, return receipt requested or by personal delivery as follows:

Drainage District:

Oakland County Water Resources Commissioner
One Public Works Drive, Building 95-West
Waterford, Michigan 48328

Public Corporation:

Authorized representative for such Public Corporation

All Notices shall be considered delivered to a Party on the date of receipt as represented by the return receipt or by proof of personal service. Any Notice given must be signed by an authorized representative.

23. **Entire Agreement, Amendment, Counterparts, and Enforceability.** This Agreement sets forth the entire understanding of the Parties concerning its subject matter and specifically supersedes and replaces the Act 342 Agreement. The terms and conditions are contractual and not mere recital. This Agreement may be amended by a writing executed by all Parties with persons with legal authority to bind the respective Party. This Agreement may be executed in several counterparts, each of which shall be considered an original, but all of which shall constitute one and the same instrument. The recital and whereas provisions of this Agreement are considered an integral part of this Agreement. If any provision of this Agreement is judicially determined to be invalid or unenforceable, the remainder of this Agreement (other than those found to be invalid or unenforceable) is not affected and is enforceable, provided that the invalid or unenforceable provision does not substantially alter the Agreement or make execution impractical.

24. **Public Purpose.** The Drainage Board and the Public Corporations enter this Agreement to serve the public health and welfare of the people of the state of Michigan, especially in the Drainage District.

25. **Successor and Assigns.** This Agreement is binding on, and for the benefit of, the Parties and their respective their successors and assigns, subject to the provisions of this Agreement precluding assignment.

26. **Existing Rights.** Nothing in this Agreement shall impact the existing rights or obligations of any Party.

27. **Effective Date.** This Agreement shall become effective as of the date first written above.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the date and year first above written.

**EVERGREEN-FARMINGTON SANITARY
DRAIN DRAINAGE DISTRICT**

By: _____

Its: _____

COUNTY OF OAKLAND

By: _____

Its: County Agency, pursuant to Act No. 342 of the
Public Acts of Michigan, 1939, as amended

CITY OF AUBURN HILLS

By: _____

Its: _____

And: _____

Its: _____

VILLAGE OF BEVERLY HILLS

By: _____

Its: _____

And: _____

Its: _____

VILLAGE OF BINGHAM FARMS

By: _____

Its: _____

And: _____

Its: _____

CITY OF BIRMINGHAM

By: _____

Its: _____

And: _____

Its: _____

TOWNSHIP OF BLOOMFIELD

By: _____

Its: _____

And: _____

Its: _____

CITY OF BLOOMFIELD HILLS

By: _____

Its: _____

And: _____

Its: _____

CITY OF FARMINGTON

By: _____

Its: _____

And: _____

Its: _____

CITY OF FARMINGTON HILLS

By: _____

Its: _____

And: _____

Its: _____

VILLAGE OF FRANKLIN

By: _____

Its: _____

And: _____

Its: _____

DRAFT

CITY OF KEEGO HARBOR

By: _____

Its: _____

And: _____

Its: _____

CITY OF LATHRUP VILLAGE

By: _____

Its: _____

And: _____

Its: _____

CITY OF ORCHARD LAKE VILLAGE

By: _____

Its: _____

And: _____

Its: _____

CITY OF SOUTHFIELD

By: _____

Its: _____

And: _____

Its: _____

CITY OF TROY

By: _____

Its: _____

And: _____

Its: _____

**CHARTER TOWNSHIP OF WEST
BLOOMFIELD**

By: _____

Its: _____

And: _____

Its: _____

DRAFT

INDEX OF EXHIBITS

1. Exhibit 1 (Town Outlet Capacities). Para 2.
2. Exhibit 2 (Index of Outstanding EFSDS Bonds). Para 4.
3. Exhibit 3 (Public Corporation Administrative Consent Orders). Para 5
4. Exhibit 4 (Service Area Map). Para 8.
5. Exhibit 5 (Index of Public Corporation Agreements to Accept Wastewater From Other Municipalities). Para 8.
6. Exhibit 6 (Project Preliminary Plans And Cost Estimates). Para 9.
7. Exhibit 7 (Final Order of Apportionment Assessment Percentages). Para 9.

EXHIBIT 1

TOWN OUTLET CAPACITIES

DRAFT

**Exhibit 1
Evergreen-Farmington Sanitary Drain
Town Outlet Capacities**

Meter	Most Downstream Public Corporation	Town Outlet Capacity* (cfs)	Tributary Public Corporations																		
			AHC	BFV	BHC	BHV	BIC	BLT	FAC	FHC	FRV	KHC	LVC	OLC	SOC	TRC	WBT	AP	BV	Birm	EFS
3460	AHC	2.72	✓																		
3707	BFV	2.63		✓																	
3390	BHC	15.19	✓		✓																
3510	BHC	0.29	✓		✓																
3240	BHV	54.08	✓	✓	✓	✓	✓	✓						✓	✓	✓	✓	✓	✓	✓	✓
3230	BHV	2.26			✓																
3340	BLT	6.67		✓					✓							✓					✓
3320	BLT	26.34	✓		✓				✓						✓						✓
3500	BLT	11.48			✓											✓					✓
3530	BLT	0.17							✓												✓
3450	BLT	0.18							✓												✓
3440	BLT	4.19	✓		✓				✓												✓
3430	BLT	2.30			✓				✓												✓
3420	BLT	1.91							✓												✓
3640	BLT	2.89			✓				✓							✓					✓
3630	BLT	0.91			✓				✓												✓
3610	BLT	0.33			✓				✓												✓
3470	BLT	0.49							✓												✓
4840	BLT	6.88							✓							✓					✓
4810	BLT	8.67							✓							✓					✓
4920	FAC	7.30							✓	✓											✓
4930	FHC	2.23							✓												✓
4940	FHC	4.09							✓												✓
4000	FHC	76.16							✓	✓		✓		✓		✓					✓
3910	FHC	8.07							✓		✓		✓		✓						✓
4050	FHC	32.00							✓		✓		✓		✓						✓
4500	FHC	23.97							✓							✓					✓
3753	FRV	0.51								✓											✓
3763	FRV	0.15								✓											✓
4130	KHC	3.48									✓		✓			✓					✓
3100	LVC	2.66										✓									✓
3130	LVC	6.05										✓									✓
4110	OLC	0.49											✓			✓					✓
4121	OLC	4.93											✓								✓
4125	OLC	0.51											✓								✓
3003	SOC	195.51	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3260	SOC	2.34																			✓
3700	SOC	18.26		✓						✓				✓							✓
3800	SOC	9.88							✓		✓		✓	✓		✓					✓
3900	SOC	9.69							✓		✓		✓	✓		✓					✓
3520	TRC	7.86							✓						✓						✓
3540	TRC	1.02							✓						✓						✓
4541	WBT	3.07								✓						✓					✓
4560	WBT	2.08														✓					✓
4580	WBT	2.82														✓					✓
4600	WBT	4.33														✓					✓
4140	WBT	1.55														✓					✓
4100	WBT	13.19														✓					✓
4801	WBT	2.98							✓							✓					✓
4820	WBT	0.74							✓							✓					✓
4850	WBT	2.96							✓							✓					✓
4860	WBT	1.00							✓							✓					✓
4870	WBT	0.82							✓							✓					✓
4804+4806	WBT	12.63							✓							✓					✓

Each Public Corporation's Town Outlet Capacity is limited to the particular flow from the respective meter, irrespective of whether the flow rates listed were derived from flow generated from multiple Public Corporations including tributary portion(s) of each Public Corporation. Corrective action by a Public Corporation may be required by the Drainage District because of flow generated from a tributary Public Corporation contributing to a flow rate that is greater than a Town Outlet Capacity.

* As measured on a rolling hourly average as defined as the average of uniform time step data across any 60 minute period where each 60 minute average shifts one time step.

EXHIBIT 2

INDEX OF OUTSTANDING EFSDS BONDS

<u>Name of Bonds</u>	<u>Original Principal Amount</u>	<u>Issue Date</u>	<u>Maturity Dates</u>
Evergreen-Farmington Sewage Disposal System 8 Mile Road Pumping Station Bonds, Series 2012	\$2,415,000	4/10/2012	10/1/2013-2032
Evergreen and Farmington Sewage Disposal Systems Middlebelt Transport and Storage Tunnel Bonds, Series 2014	\$36,855,000	9/17/2014	10/1/2017-2036
Evergreen and Farmington Sewage Disposal Systems North Evergreen Interceptor Bonds, Series 2015	\$3,700,000	10/13/2015	10/1/2016-2027, 2029, 2031, 2033, 2035
Evergreen and Farmington Sewage Disposal Systems North Evergreen Interceptor Bonds, Series 2017	\$4,805,000	5/31/2017	3/1/2018-2037
Evergreen and Farmington Sewage Disposal Systems Middlebelt Transport and Storage Tunnel Bonds. Series 2017	\$995,000	9/28/2017	Mandatory redemption 9/1/2018-2027
Evergreen-Farmington Sewage Disposal System Refunding Bonds. Series 2018	\$3,065,000	2/28/2018	4/1/2019-2031

<u>Name of Bonds</u>	<u>Original Principal Amount</u>	<u>Issue Date</u>	<u>Maturity Dates</u>
Evergreen and Farmington Sewage Disposal System Capital Improvement Bonds. Series 2018A	\$8,300,000	9/20/2018	4/1/2019-2033
Evergreen and Farmington Sewage Disposal System Capital Improvement Bonds. Series 2020A	\$3,910,000	3/26/2020	7/1/21-2029

DRAFT

EXHIBIT 3

PUBLIC CORPORATION ADMINISTRATIVE CONSENT ORDERS

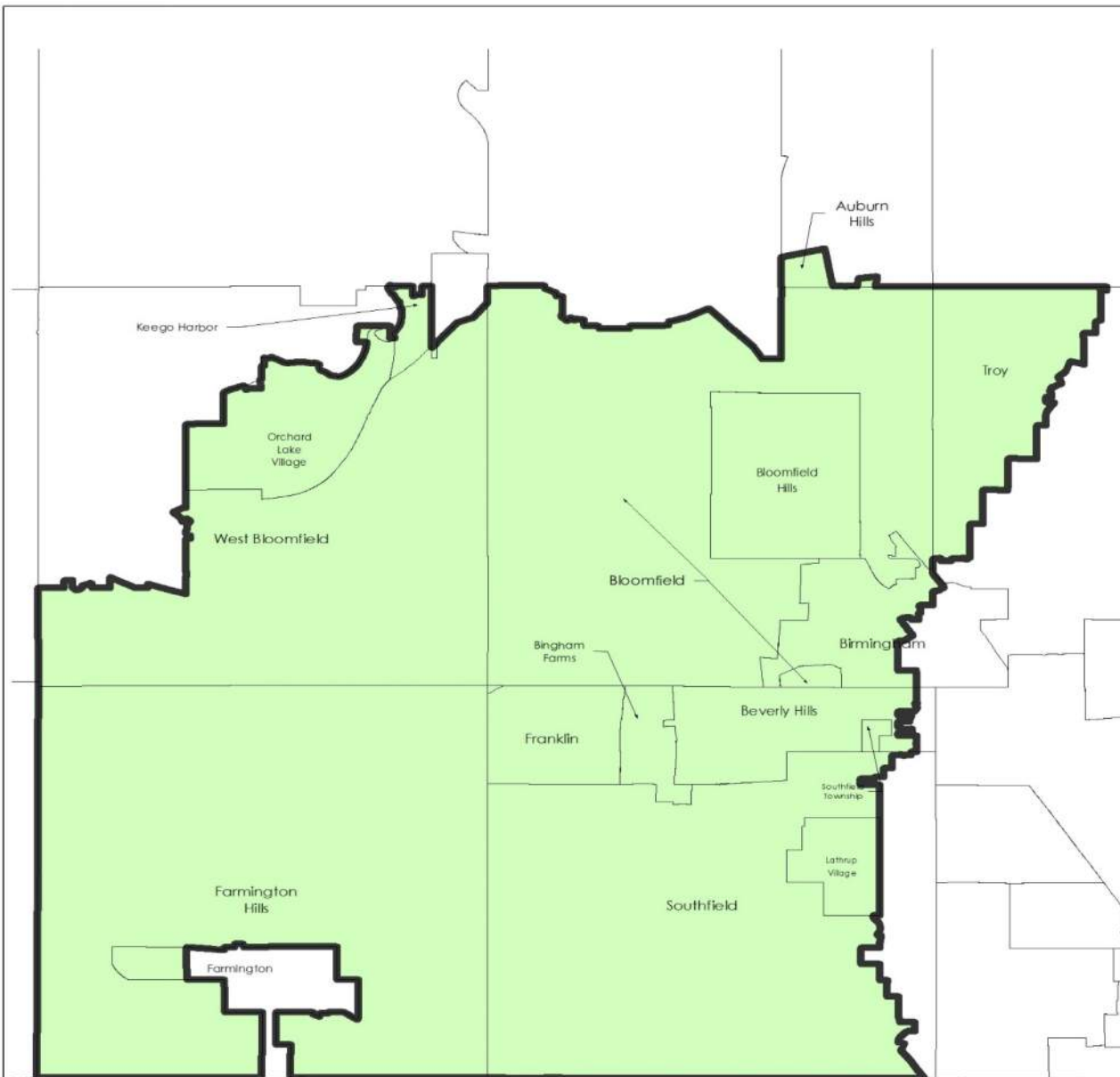
Community	ACO #
Beverly Hills	AFO-SW-09-002
Bloomfield Hills	AFO-SW-09-004
Bloomfield Township	AFO-SW-09-003
Farmington	ACO-SW-05-005
Farmington Hills	ACO-SW-05-006
Lathrup Village	AFO-SW-09-007
Troy	AFO-SW-09-006
West Bloomfield Township	AFO-SW-09-005

DRAFT

EXHIBIT 4

SERVICE AREA MAP

DRAFT



**EXHIBIT B
EVERGREEN-FARMINGTON
AREA TO BE SERVED**

Legend

- Municipal District
- Evergreen Farmington Sanitary Drain



Not To Scale



Jim Nash

Disclaimer: The information provided in this system has been compiled from recorded deeds, plats, tax maps, surveys and other public records and data. It is not a legally recorded map or survey and is not intended to be used as one. Users of this data are hereby notified that the information sources mentioned above should be consulted for verification of the information.

Project No. 00201
City of Farmington, Michigan
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EXHIBIT 5

**INDEX OF PUBLIC CORPORATION AGREEMENTS TO ACCEPT
WASTEWATER FROM OTHER MUNICIPALITIES**

1. That certain Letter Agreement between the Township of West Bloomfield and the City of Sylvan Lake dated circa December 24, 1963 and countersigned on January 8, 1964 respecting the Sylvan Manor Arm.

DRAFT

EXHIBIT 6

PROJECT PRELIMINARY PLANS AND COST ESTIMATES

Overall Project Preliminary Plans and Cost Estimates

Total Estimated Project Cost: \$72,700,000

The Total Estimated Project Cost is \$72,700,000.00. This includes the 4 component projects described below including the following: (1) Great lakes Water Authority (“GLWA”) Capacity Purchase Project; (2) 8 Mile Road Outlet Conveyance Project; (3) Evergreen Road Conveyance, Walnut Lake Pump Station #1 Project; and (4) Lathrup Village Sanitary Retention Tank Improvements. The preliminary plans including the basis of design and other projects documents are on file with the Water Resources Commissioner’s office and have been the subject of monthly meetings of the Corrective Action Plan Steering Committee of the EFSD since 2019 and presented and discussed at the public meetings of the EFSD.

Project Name: GLWA Capacity Purchase

Owner: Evergreen-Farmington Sanitary Drain

Location: Various

Engineer of Record: Applied Science, Inc.,

Estimated Purchase Capacity: \$33,000,000

Total Estimated Project Cost: \$34,130,000

Tentative Purchase Date: December 2021-January 2022

The existing contractual outlet capacity pursuant to the August 29, 1984 Detroit-Oakland Agreement for the Use of Certain Detroit Sewers for the Evergreen – Farmington District is a maximum rate of discharge of 170 cubic feet per second (cfs). The contractual agreement includes provision for increasing the maximum rate of discharge as may be agreed to by the parties. A proposed increase in the EFSD maximum rate of discharge of 57 cfs, for a revised total contractual capacity of 227 cfs is tentatively agreed to among parties. In order to accept this additional flow, GLWA must remove offsetting flow from the system. Two projects are requested for GLWA to meet these EGLE requirements, the DWSD West Warren Sewer Separation Project and the GLWA West Warren Outfall project. The purchase capacity cost is guided by but not tied directly to the anticipated project costs from these two projects. The engineer for the GLWA Purchase Capacity is Applied Science, Inc. The anticipated negotiated purchase capacity is \$33,000,000. The cost for the corrective action plan and coordination with EGLE, GLWA and DWSD is anticipated to be \$1,250,000. Evergreen-Farmington Sanitary Drain anticipates purchasing the capacity in the last part of 2021 or early 2022.

Project Name: 8 Mile Road Outlet Conveyance

Owner: Evergreen Farmington Sanitary Drain

Location: 8 Mile Pump Station and along 8 Mile Road in Southfield, Michigan

Engineer of Record: Fishbeck

Engineer’s Estimate of Construction Cost: \$18,610,000

Total Estimated Project Cost: \$32,060,000

Tentative Bid Date: Spring of 2022

The project to allow more flow to be conveyed involves modifications to the 8 Mile Pump Station and existing discharge piping by slip lining approximately 3,800 feet of the downstream 60-inch I.D. South Evergreen Interceptor to a 54-inch diameter sewer. In addition, modifications will be made to the pump station pumping capacity to help control the water levels upstream of the 8 Mile Pump Station. A new tributary collector sewer will be constructed to capture and convey flows from areas disconnected from the newly lined section of the South Evergreen Interceptor. In addition, the 8 Mile Drain at the Evergreen Emergency SSO Chamber will be modified.

Project Name: Lathrup Village Sanitary Retention Tank Improvements

Owner: Lathrup Village

Location: 19600 Sunnybrook Avenue, Lathrup Village, Michigan

Engineer of Record: Hubbell, Roth & Clark, Inc.

Engineer's Estimate of Construction Cost: \$520,000

Total Estimated Project Cost: \$1,030,000

Tentative Bid Date: Spring of 2022

The project involves improvements and modifications to the Lathrup Sanitary Retention Basin. The major work items include electrical and mechanical improvements to the SRT heating, influent pumping and dewatering systems; structural restoration to the roof and walls; upgraded instrumentation and controls; SCADA improvements; piping and valve system changes; and revised operational controls. The improvements will allow Lathrup Village to discharge its town outlet capacity during wet weather when the Evergreen Interceptor levels are elevated. A cost sharing agreement for the design and construction will be utilized on this project between Lathrup Village and the Evergreen Farmington Sanitary Drain.

Project Name: Evergreen Road Conveyance Project – Walnut Lake Pump Station #1 Corrective Action Plan

Owner: Evergreen-Farmington Sanitary Drain

Location: Evergreen Road 8 Mile to 14 Mile

Engineer of Record: Applied Science, Inc.

Engineer's Estimate of Construction Cost: \$2,900,000

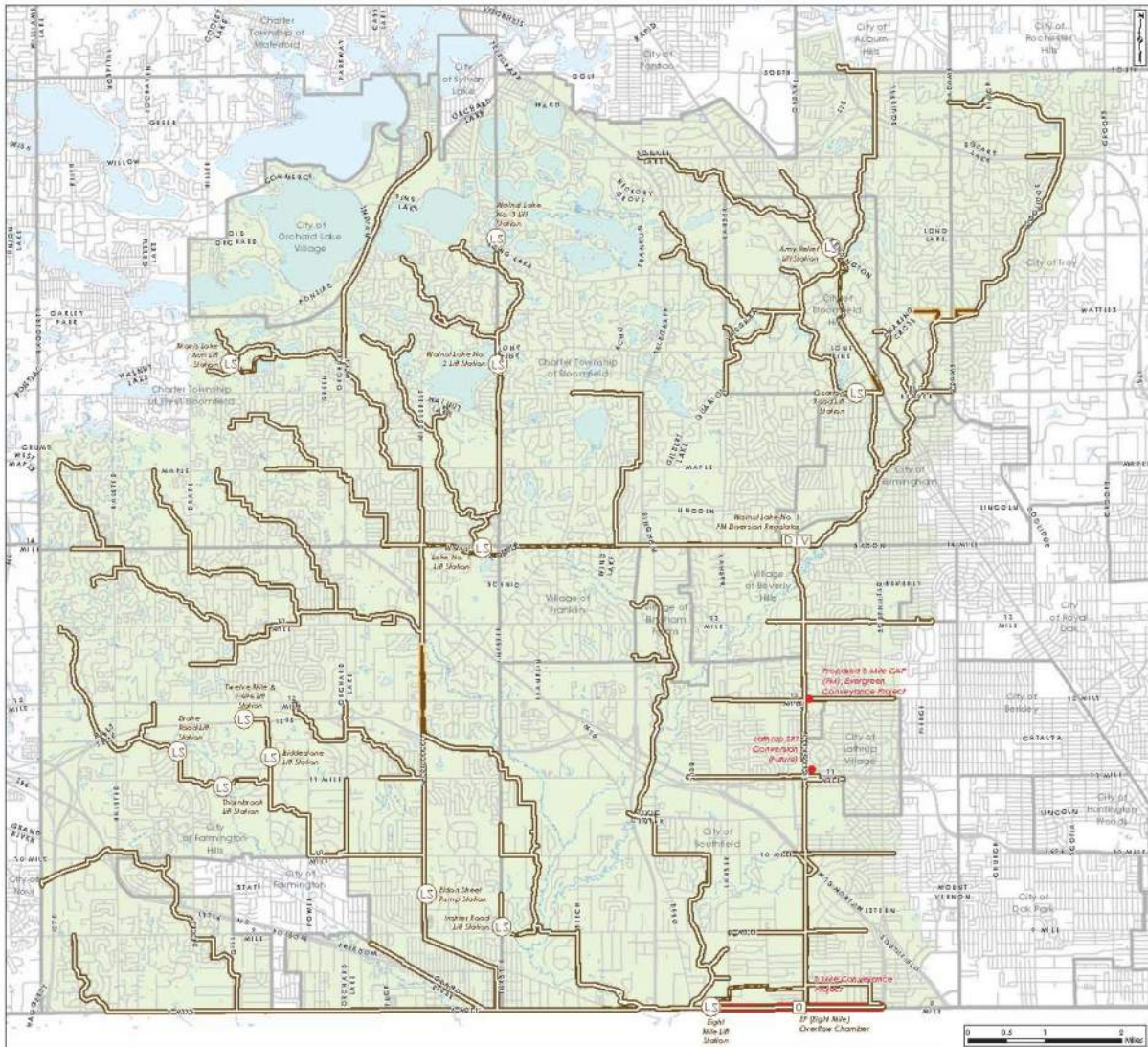
Total Estimated Project Cost: \$5,480,000

Tentative Bid Date: January-February 2022

The project will increase Evergreen Interceptor operating levels and coordinated operations of facilities in the EFSDS and customer communities to avoid SSOs through certain modifications to Walnut Lake Pump Station #1 for continued operations during wet weather. This may include grade separation stations, sealed manholes, and other system improvements.

Below is a chart of the estimated cost for the respective Public Corporation.

Public Corporation	Peak Share			Total Estimated Cost
Auburn Hills	0.460%			334,420
Bingham Farms	0.690%			501,630
Bloomfield Hills	1.440%			1,046,880
Beverly Hills	5.750%			4,180,250
Birmingham	0.110%			79,970
Bloomfield Twp	9.540%			6,935,580
Farmington	0.340%			247,180
Farmington Hills	28.290%			20,566,830
Franklin	0.210%			152,670
Keego Harbor	0.320%			232,640
Lathrup Village	3.060%			2,224,620
Orchard Lake Village	0.370%			268,990
Southfield	38.170%			27,749,590
Troy	3.150%			2,290,050
West Bloomfield Twp	8.100%			5,888,700
Total	100.000%			72,700,000



DISCLAIMER:
 The information displayed on this map is compiled from available public data. The WRC does not warrant the accuracy, completeness, or timeliness of the information. The WRC is not responsible for any errors or omissions, or for any consequences arising from the use of the information. The WRC is not liable for any damages, including consequential damages, arising from the use of the information.

Evergreen-Farmington Route and Course

- One-Pipe Course
- EDCS County Infrastructure
- Division Region
- EDCS Inlet Storage
- S-Station
- EDCS Non-Capacity Infrastructure
- EDCS District



EXHIBIT 7

FINAL ORDER OF APPORTIONMENT ASSESSMENT PERCENTAGES

City of Auburn Hills	0.46%
Village of Beverly Hills	5.75%
Village of Bingham Farms	0.69%
City of Birmingham	0.11%
Charter Township of Bloomfield	9.54%
City of Bloomfield Hills	1.44%
City of Farmington	0.34%
City of Farmington Hills	28.29%
Village of Franklin	0.21%
City of Keego Harbor	0.32%
City of Lathrup Village	3.06%
City of Orchard Lake Village	0.37%
City of Southfield	38.17%
City of Troy	3.15%
Charter Township of West Bloomfield	<u>8.10%</u>
	100%

Evergreen Farmington Quarterly Technical Committee Meeting

April 30, 2020



Steering Committee

- Subgroup of EFSDS Community representatives, WRC and consultants
- Current and upcoming topics
 - Chapter 20 Drain
 - EFSDS New Service Agreement
 - 4 CAP project updates
- Open to anyone who is interested
 - Next meeting June 1st 1:30-3pm



New Service Agreement

- A new service agreement is needed to:
 - Establish new capacities needed to end community ACOs
 - Provide a contract beyond 2029 to exceed the life of the bond to complete the Corrective Action Plan
- Several ways to contract and bond
 - Act 34: New service agreement, County full faith & credit
 - Act 342: New agreement and CVT full faith & credit
 - Chapter 20: Petition and new service agreement, county full faith
- Chapter 20 drain for EFSDS is best way to proceed



Chapter 20 Drain Mechanics

- What is a Chapter 20 county drain and how does it function?
 - Three board members
 - Regularly-scheduled public meetings
 - Approves invoices and awards contracts
- What does a conversion to a drain entail?
 - Petition to establish a county drain by two or more affected public corporations
 - No change in operation and maintenance allocations
 - Bonded projects are apportioned by the Board per WRC recommendation
 - New service agreement

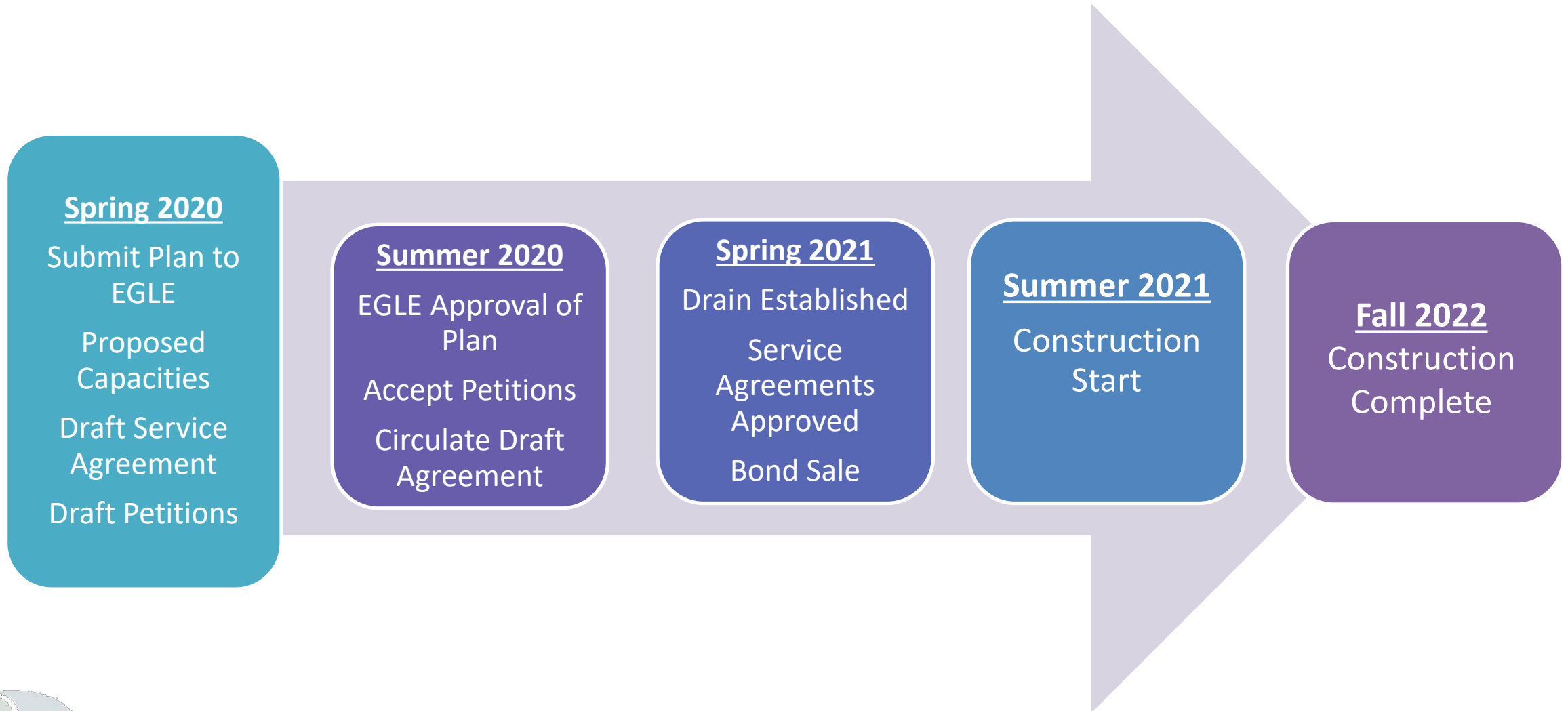


Why Convert EFSDS to a Drain?

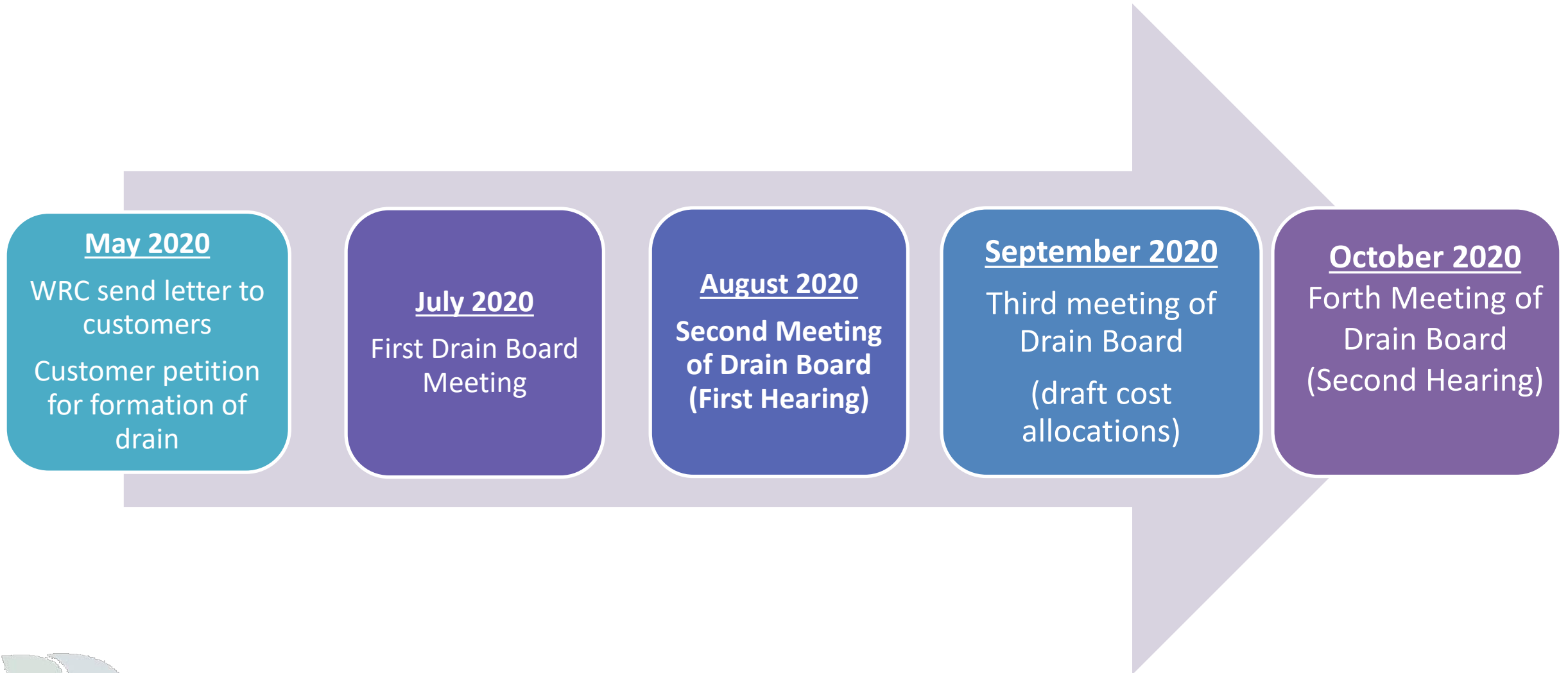
- Governance by a Drain Board
 - Open meetings/Transparency
 - Meeting minutes and formal documentation
 - Approves invoices and awards contracts
- Eliminates the need for communities to:
 - Seek full faith and credit resolutions from Boards/Councils
 - Approve 342 agreement for new projects



CAP Schedule



Preliminary Drain Schedule



Next Steps

WRC

- Send letter communication to customer communities
- Attorneys draft petition
- Develop proposed capacities for community review
- Attorneys draft new service agreement

Communities

- Consider presenting petition to your council/board
- Review proposed service agreement



Oakland County Water Resources Commissioner

Evergreen-Farmington Sanitary Drain Overview

February 1, 2021

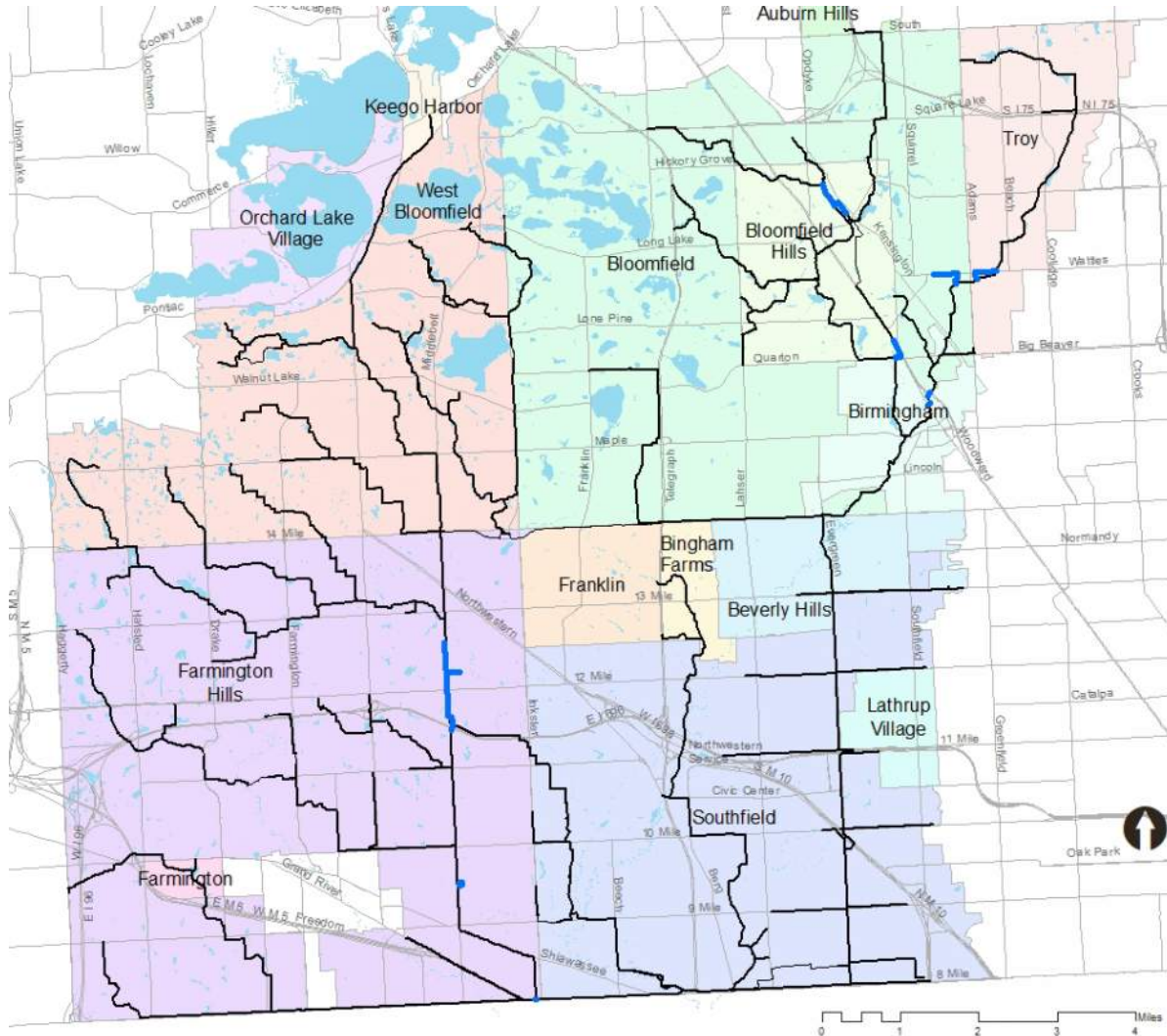


Evergreen-Farmington Sanitary Drain

Corrective Action Plan Overview



Customer Communities



- City of Auburn Hills
- Village of Bingham Farms
- City of Bloomfield Hills
- Village of Beverly Hills
- City of Birmingham
- Bloomfield Township
- City of Farmington
- City of Farmington Hills
- Village of Franklin
- City of Keego Harbor
- City of Lathrup Village
- City of Orchard Lake Village
- City of Southfield
- City of Troy
- West Bloomfield Township

Historical Milestones (1960s to 1980s)

Early 1960s: Original construction was completed

1960s and 1970s:

- Significant system growth
- Sources of non sanitary flow impacting capacity of system

1980s:

- Wet weather capacity issues identified throughout the system
- Wet weather sanitary sewer overflows occur

1988: Michigan Department of Environmental Quality Abatement Orders

1989: Intermunicipal Contract



Historical Milestones (1990s to 2020)



1990s:

- Abatement Order construction projects completed
- Sanitary sewer overflows continue to occur

2004: MDEQ Administrative Consent Order

2004 to 2018:

- Short-Term Corrective Action Plan projects completed
- Long-Term Corrective Action Plan Phase 1 completed

2019: EGLE 4th Amended Administrative Consent Order

- Provision to increase outlet capacity
- Modified Corrective Action Plan schedule

Looking to the Future

2021:

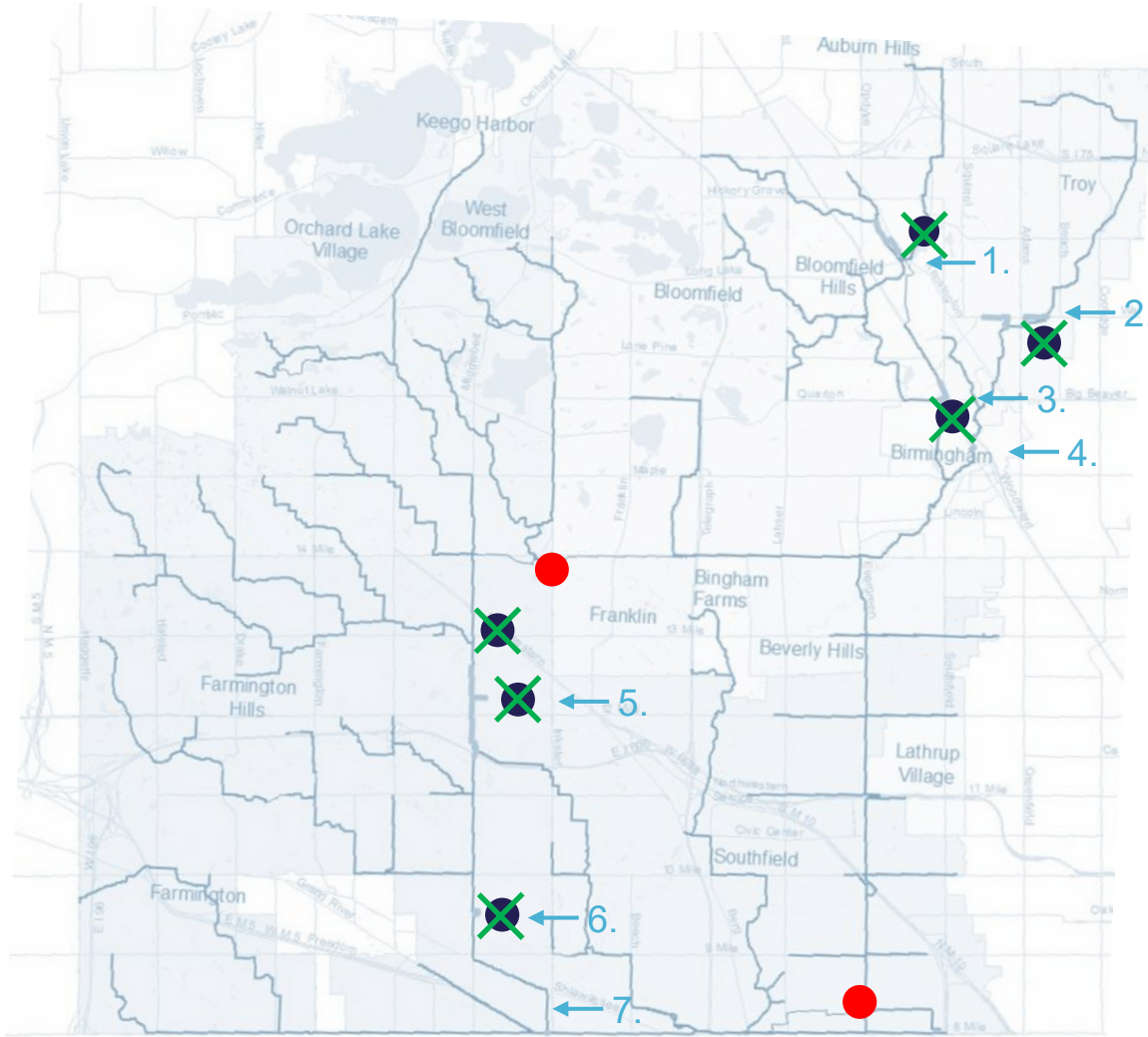
- Refinement of Corrective Action Plan
- Community approvals of new Intermunicipal Service Agreement
- First bond sale for Corrective Action Plan outlet capacity

2022 to 2023:

- Second bond sale for Corrective Action Plan improvement projects
- Construction of Corrective Action Plan improvement projects

2024: Administrative Consent Orders Expire



Long-Term Corrective Action Plan - Phase 1



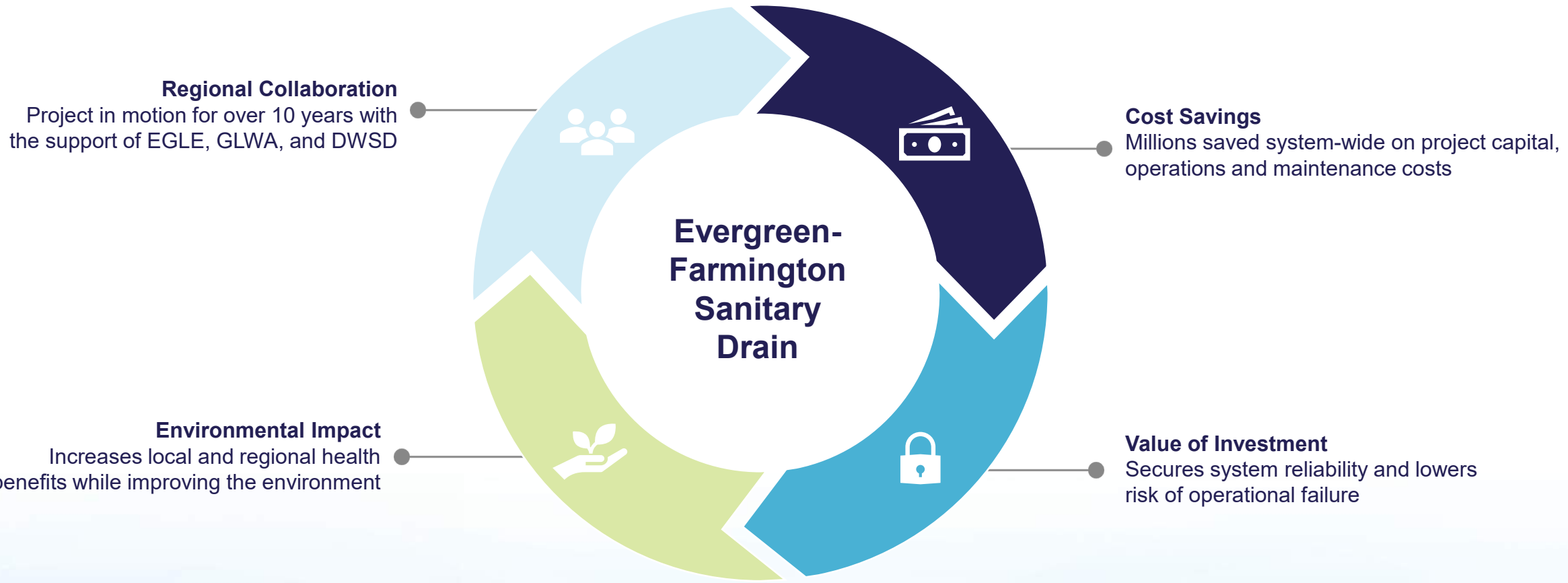
\$63 Million Invested in System

Projects Recently Constructed

1. Stonycroft Relief and Amy Pump Station upgrades
2. Wattles Road Storage
3. Quarton Road Storage
4. North Evergreen Interceptor Hydraulic Improvements
5. Middlebelt Tunnel with Utlely Connection
6. Eldon Street Grade Protection Station
7. Farmington Interceptor Partial Bulkhead Removal

-  Sanitary sewer overflows addressed
-  Sanitary sewer overflows remaining

Corrective Action Plan Development



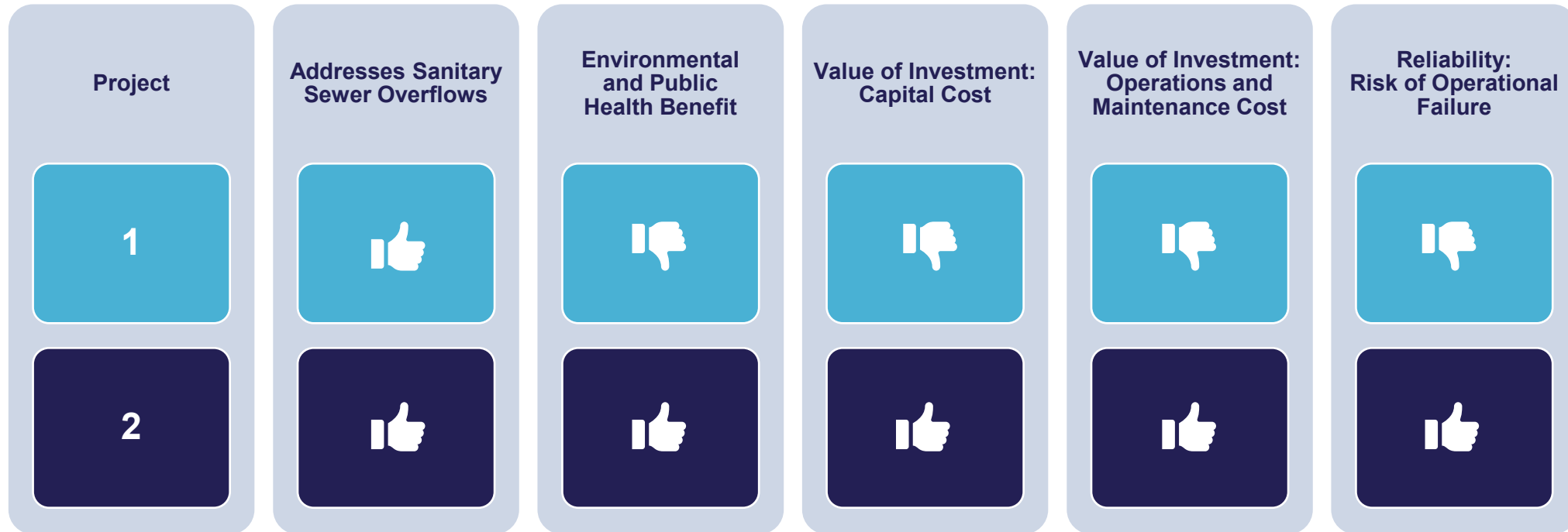
Corrective Action Plan – Project Selection Scorecard

1) Add System Storage

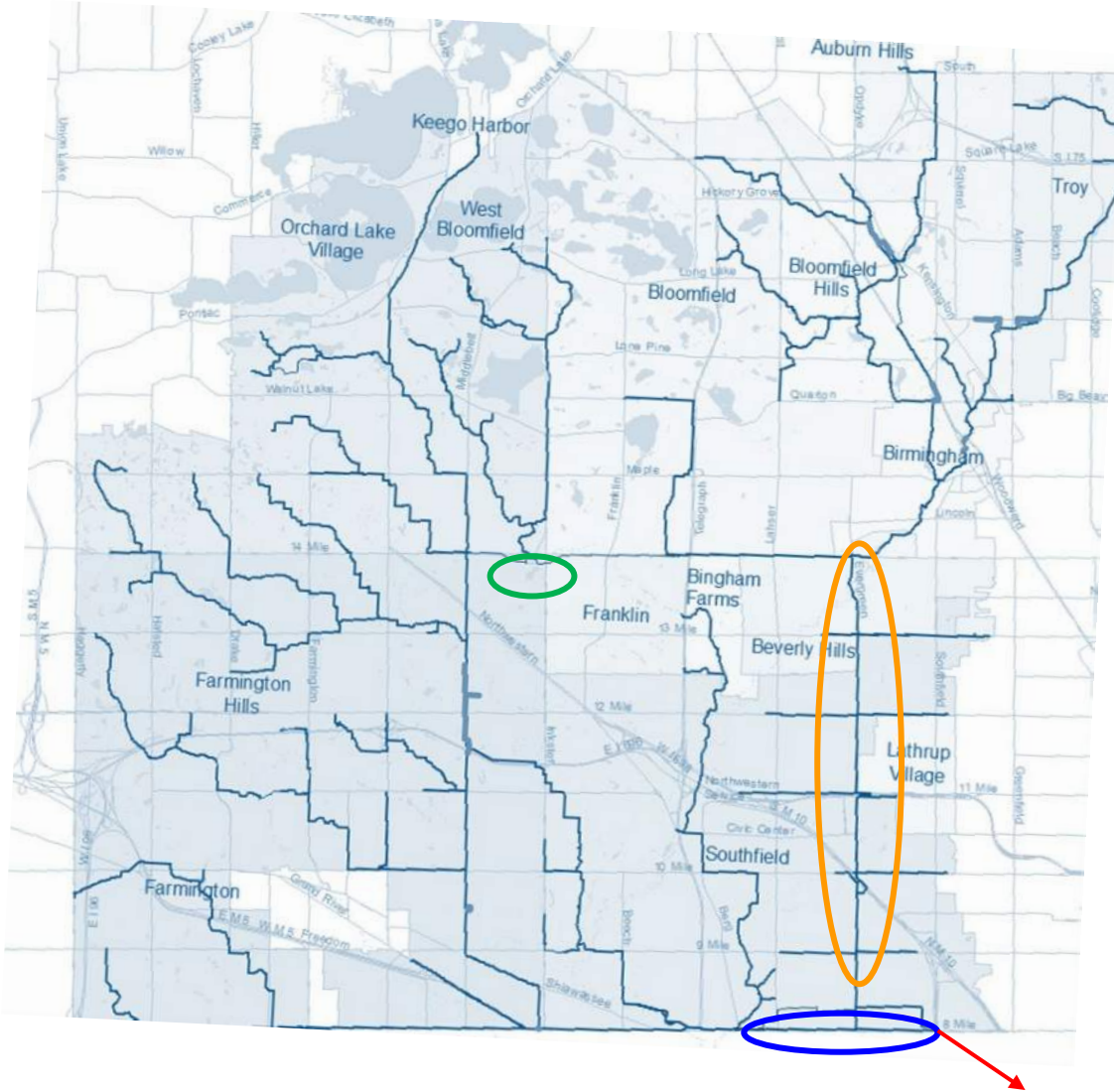
- Stores wet weather flow during large storm. After the storm, the flow is slowly released back into the system.





2) Additional Outlet Capacity

- System improvement projects to transport wet weather flow through the system during the storm.



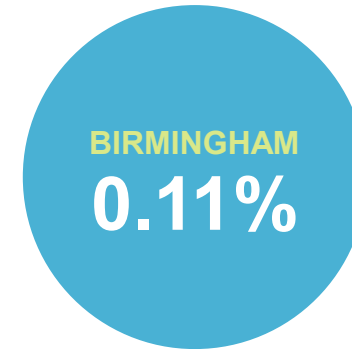
Outlet Capacity Improvement Projects



-  Modify Walnut Lake Pump Station #1
-  Evergreen Interceptor
-  8 Mile Road
-  Purchase additional GLWA outlet capacity

Cost Allocation

Community	Project Cost Allocation (%) ^{1, 2, 3}
City of Auburn Hills	0.46%
Village of Bingham Farms	0.69%
City of Bloomfield Hills	1.44%
Village of Beverly Hills	5.75%
City of Birmingham	0.11%
Bloomfield Township	9.54%
City of Farmington	0.34%
City of Farmington Hills	28.29%
Village of Franklin	0.21%
City of Keego Harbor	0.32%
City of Lathrup Village	3.06%
City of Orchard Lake Village	0.37%
City of Southfield	38.17%
City of Troy	3.15%
West Bloomfield Township	8.10%



Allocations based on a method that was agreed upon by each community and was developed as a group.

Estimated Project Cost – City of Birmingham

Project Description	Total Project Cost	Cost Allocation	Payment Options	Estimated Community Cost
Purchase Outlet Capacity From GLWA (First Bond Sale - Fall 2021)	\$33M	0.11%	One-Time Lump Sum*	\$36,000
			Annual Bond Payments*	\$2,300
System Improvement Projects (Second Bond Sale - June 2022)	\$35M	0.11%	One-Time Lump Sum*	\$38,000
			Annual Bond Payments*	\$2,500

**One-Time Lump Sum or Annual Bond Payments*

Service Agreement

- Provides authority for regional operations
- Replaces 1989 intermunicipal agreement
- Requires approval of all customer communities
- Establishes new community capacities
- Includes apportionment assessments (project cost allocation percentages)
- Includes preliminary improvement plan and cost estimates
- Current rate methodology will not change
- Timeline
 - Community engagement: February to April 2021
 - Community approval: April to June 2021

May 23, 2025

To: Evergreen-Farmington Sanitary Drain Drainage District Apportioned Communities

Re: Evergreen-Farmington Sanitary Drain Drainage District

Walnut Lake No. 1 Corrective Action Plan

CWSRF Project Number 5872-01

The Drainage Board for the Evergreen-Farmington Sanitary Drain Drainage District (EFSDDD) will soon commence work on the Walnut Lake No. 1 Corrective Action Plan (the Project). The EFSDDD has a history of excessive inflow and infiltration issues causing inadequate sanitary sewage transport capacity resulting in sanitary sewer overflows (SSO) into the Rouge River. The system is currently under Administrative Consent Order (ACO) 04995 from Michigan's Department of Environment, Great Lakes, and Energy and is required to eliminate the remaining SSOs. EFSDDD has developed a sequenced approach to comply with the ACO and address the SSOs.

To close out the ACO, the Walnut Lake No. 1 Pump Station needs various improvements to allow the uninterrupted flow from the pump station to the east force main and down the Evergreen Road Interceptor. The improvements will allow the level in the sewer to be increased and decrease the hydraulic grade losses. The bulk of the work will be at the intersection of 8 Mile and Southfield Roads.

The estimated cost for the Project is not to exceed \$14,000,000. The Drainage District will know the final cost of the project after receipt of the Project bids on June 23, 2025. The Drainage Board plans to finance the Project by issuing drain bonds to the State of Michigan's Clean Water State Revolving Fund (CWSRF) Program administered by the Michigan Department of Environment, Great Lakes, and Energy (EGLE). EGLE has accepted the Project into the FY2025 CWSRF financing Intended Use Plan and allocated \$14,000,000 in funding for the project. The interest rate on the bonds will be 2.50%. The Drainage Board expects the CWSRF Bonds to close on August 28, 2025. The CWSRF Bonds will relate to the Special Assessment Roll No. 2-A of the Evergreen Farmington Sanitary Drain Drainage District ("Roll No. 2-A").

On April 22, 2025, the Drainage Board approved Roll No. 2-A relating to the CWSRF financing. Attached is a copy of the Assessment Roll. The Chairman of the Drainage Board will finalize the assessment amounts by a Supplemental Order upon receipt of the Project bids.

Each community may elect to either pay its Roll No. 2-A in relation to the CWSRF bond issue in twenty principal installments with interest or prepay its assessments. Due to the timing of the State's CWSRF loan process, the Drainage District must ask for a decision based on the estimated not to exceed amount of \$14,000,000.

Installment Payments

The CWSRF financing is a draw-based loan. The Drain District will draw against the loan as the Project construction proceeds. Semi-annual interest on the bonds will accrue at the rate of 2.50% based on the actual dollar amount that has been drawn on the Project. The Drainage District will pay interest on the bonds each April 1 and October 1, beginning April 1, 2026. The Drainage Board anticipates (subject to change) that principal payments will begin on October 1, 2027. Oakland County Fiscal Services, on behalf of the Drainage District, will invoice communities for interest and principal due prior to each due date.

If your community chooses to pay in installments, your community is asked to notify the Drain Board of its intent to pay in installments by June 27, 2025. No official community board or council action is required.

Please email the notice of intent to pay in installments to Raphael Chirolla and Steven Burke, CFA (chirollar@oakgov.com; steveb@mfcj.com). The Drainage Board will include your community's assessments in the CWSRF bond issue and collect each assessment over twenty (20) installments.

Prepayment

If your community chooses to prepay its assessments on the \$14,000,000 portion of the Project, your community must notify the Drain Board of its intent to prepay by June 27, 2025. If your community's board or council decides to adopt a



resolution approving prepayment following consultation with your local attorney, please include the adopted resolution in your prepayment notice.

Please email the notice of intent to prepay to Raphael Chirolla and Steven Burke, CFA (chirollar@oakgov.com; steveb@mfc.com). In addition, please mail a hard copy of the notice of intent to prepay to the Office of the Oakland County Water Resources Commissioner, Attention: Raphael Chirolla, One Public Works Drive, Bldg. 95-West, Waterford, MI 48328.

Oakland County Fiscal Services will send prepayment invoices with payment instructions on or about July 3, 2025. The invoiced amounts will reflect the construction bids received and the Supplemental Order of the Chairman of the Drainage Board. All prepayments must be received by Oakland County no later than August 6, 2025.

Should you have any questions, please contact the following individuals:

- Project questions: Evans Bantios, Project Manager, Oakland County Water Resources, at 248.724.6617 or email: bantiose@oakgov.com.
- Financing questions: Steven Burke, CFA, MFCI, LLC, financial advisor to the Drainage District, at 313.782.3011 or email: steveb@mfc.com.

Thank you, and we look forward to our continued relationship as we proceed with this important Project.

Sincerely,

A handwritten signature in blue ink that reads "Jim Nash". The signature is fluid and cursive, with a large loop at the end.

Jim Nash
Oakland County Water Resources Commissioner

**Evergreen-Farmington Sanitary Drain Drainage District
County of Oakland
May 6, 2025**

Estimated Drain Assessment - CWSRF #5872-01 - Drain Bonds, Series 2025

Public Corporation Assessed:	<u>City of Auburn Hills</u>
Total Estimated Cost of the Project:	\$14,000,000
Percentage of the Project Assessed:	0.4600%
Estimated Total Amount of the Project Assessed:	\$64,400

Estimated CWSRF #5872-01 Series 2025 Bond Issue Details

Estimated Bond Debt Service Schedule: *Interest Due Semi-Annually, Beginning April 1, 2026*
Principal Due Annually October 1, beginning October 1, 2027

Installment Number	Fiscal Year ending June 30,	Total Estimated Fiscal Year Principal & Interest
Interest Only*	2026	\$188
Interest Only*	2027	1,087
1	2028	4,086
2	2029	4,091
3	2030	4,095
4	2031	4,097
5	2032	4,097
6	2033	4,096
7	2034	4,093
8	2035	4,088
9	2036	4,081
10	2037	4,095
11	2038	4,085
12	2039	4,095
13	2040	4,103
14	2041	4,086
15	2042	4,090
16	2043	4,092
17	2044	4,091
18	2045	4,089
19	2046	4,083
20	2047	4,099
Total Estimated Debt Service:		\$83,107

Interest Calculation Detail:

Interest on the outstanding principal balance shall accrue at the following estimated rate per annum (total interest cost) payable April 1, 2026, and semi-annually thereafter: **2.500%**

*Interest estimated based on the projected draw schedule. Actual interest accrued will be based on the timing of the future draw schedule and will change based on the timing of the construction project.

Evergreen-Farmington Sanitary Drain Drainage District
County of Oakland
May 6, 2025

Estimated Drain Assessment - CWSRF #5872-01 - Drain Bonds, Series 2025

Public Corporation Assessed:	<u>Village of Beverly Hills</u>
Total Estimated Cost of the Project:	\$14,000,000
Percentage of the Project Assessed:	5.7500%
Estimated Total Amount of the Project Assessed:	\$805,000

Estimated CWSRF #5872-01 Series 2025 Bond Issue Details

Estimated Bond Debt Service Schedule: *Interest Due Semi-Annually, Beginning April 1, 2026*
Principal Due Annually October 1, beginning October 1, 2027

Installment Number	Fiscal Year ending June 30,	Total Estimated Fiscal Year Principal & Interest
Interest Only*	2026	\$2,348
Interest Only*	2027	13,584
1	2028	51,071
2	2029	51,139
3	2030	51,186
4	2031	51,211
5	2032	51,215
6	2033	51,197
7	2034	51,157
8	2035	51,096
9	2036	51,013
10	2037	51,193
11	2038	51,060
12	2039	51,189
13	2040	51,290
14	2041	51,078
15	2042	51,128
16	2043	51,150
17	2044	51,143
18	2045	51,107
19	2046	51,042
20	2047	51,233
Total Estimated Debt Service:		\$1,038,830

Interest Calculation Detail:

Interest on the outstanding principal balance shall accrue at the following estimated rate per annum (total interest cost) payable April 1, 2026, and semi-annually thereafter: **2.500%**

*Interest estimated based on the projected draw schedule. Actual interest accrued will be based on the timing of the future draw schedule and will change based on the timing of the construction project.

**Evergreen-Farmington Sanitary Drain Drainage District
County of Oakland
May 6, 2025**

Estimated Drain Assessment - CWSRF #5872-01 - Drain Bonds, Series 2025

Public Corporation Assessed:	<u>Village of Bingham Farms</u>
Total Estimated Cost of the Project:	\$14,000,000
Percentage of the Project Assessed:	0.6900%
Estimated Total Amount of the Project Assessed:	\$96,600

Estimated CWSRF #5872-01 Series 2025 Bond Issue Details

Estimated Bond Debt Service Schedule: *Interest Due Semi-Annually, Beginning April 1, 2026
Principal Due Annually October 1, beginning October 1, 2027*

<u>Installment Number</u>	<u>Fiscal Year ending June 30,</u>	<u>Total Estimated Fiscal Year Principal & Interest</u>
Interest Only*	2026	\$282
Interest Only*	2027	1,630
1	2028	6,128
2	2029	6,137
3	2030	6,142
4	2031	6,145
5	2032	6,146
6	2033	6,144
7	2034	6,139
8	2035	6,132
9	2036	6,122
10	2037	6,143
11	2038	6,127
12	2039	6,143
13	2040	6,155
14	2041	6,129
15	2042	6,135
16	2043	6,138
17	2044	6,137
18	2045	6,133
19	2046	6,125
20	2047	6,148
Total Estimated Debt Service:		\$124,660

Interest Calculation Detail:

Interest on the outstanding principal balance shall accrue at the following estimated rate per annum (total interest cost) payable April 1, 2026, and semi-annually thereafter: **2.500%**

*Interest estimated based on the projected draw schedule. Actual interest accrued will be based on the timing of the future draw schedule and will change based on the timing of the construction project.

Evergreen-Farmington Sanitary Drain Drainage District
County of Oakland
May 6, 2025

Estimated Drain Assessment - CWSRF #5872-01 - Drain Bonds, Series 2025

Public Corporation Assessed:	<u>City of Birmingham</u>
Total Estimated Cost of the Project:	\$14,000,000
Percentage of the Project Assessed:	0.1100%
Estimated Total Amount of the Project Assessed:	\$15,400

Estimated CWSRF #5872-01 Series 2025 Bond Issue Details

Estimated Bond Debt Service Schedule: *Interest Due Semi-Annually, Beginning April 1, 2026*
Principal Due Annually October 1, beginning October 1, 2027

<u>Installment Number</u>	<u>Fiscal Year ending June 30,</u>	<u>Total Estimated Fiscal Year Principal & Interest</u>
Interest Only*	2026	\$45
Interest Only*	2027	260
1	2028	977
2	2029	978
3	2030	979
4	2031	980
5	2032	980
6	2033	979
7	2034	979
8	2035	977
9	2036	976
10	2037	979
11	2038	977
12	2039	979
13	2040	981
14	2041	977
15	2042	978
16	2043	979
17	2044	978
18	2045	978
19	2046	976
20	2047	980
Total Estimated Debt Service:		\$19,872

Interest Calculation Detail:

Interest on the outstanding principal balance shall accrue at the following estimated rate per annum (total interest cost) payable April 1, 2026, and semi-annually thereafter: **2.500%**

*Interest estimated based on the projected draw schedule. Actual interest accrued will be based on the timing of the future draw schedule and will change based on the timing of the construction project.

**Evergreen-Farmington Sanitary Drain Drainage District
County of Oakland
May 6, 2025**

Estimated Drain Assessment - CWSRF #5872-01 - Drain Bonds, Series 2025

Public Corporation Assessed:	<u>Charter Township of Bloomfield</u>
Total Estimated Cost of the Project:	\$14,000,000
Percentage of the Project Assessed:	9.5400%
Estimated Total Amount of the Project Assessed:	\$1,335,600

Estimated CWSRF #5872-01 Series 2025 Bond Issue Details

Estimated Bond Debt Service Schedule: *Interest Due Semi-Annually, Beginning April 1, 2026
Principal Due Annually October 1, beginning October 1, 2027*

<u>Installment Number</u>	<u>Fiscal Year ending June 30,</u>	<u>Total Estimated Fiscal Year Principal & Interest</u>
Interest Only*	2026	\$3,895
Interest Only*	2027	22,538
1	2028	84,733
2	2029	84,846
3	2030	84,924
4	2031	84,966
5	2032	84,972
6	2033	84,942
7	2034	84,876
8	2035	84,775
9	2036	84,638
10	2037	84,936
11	2038	84,715
12	2039	84,930
13	2040	85,097
14	2041	84,745
15	2042	84,829
16	2043	84,864
17	2044	84,852
18	2045	84,793
19	2046	84,685
20	2047	85,001
Total Estimated Debt Service:		\$1,723,552

Interest Calculation Detail:

Interest on the outstanding principal balance shall accrue at the following estimated rate per annum (total interest cost) payable April 1, 2026, and semi-annually thereafter: **2.500%**

*Interest estimated based on the projected draw schedule. Actual interest accrued will be based on the timing of the future draw schedule and will change based on the timing of the construction project.

Evergreen-Farmington Sanitary Drain Drainage District
County of Oakland
May 6, 2025

Estimated Drain Assessment - CWSRF #5872-01 - Drain Bonds, Series 2025

Public Corporation Assessed:	<u>City of Bloomfield Hills</u>
Total Estimated Cost of the Project:	\$14,000,000
Percentage of the Project Assessed:	1.4400%
Estimated Total Amount of the Project Assessed:	\$201,600

Estimated CWSRF #5872-01 Series 2025 Bond Issue Details

Estimated Bond Debt Service Schedule: *Interest Due Semi-Annually, Beginning April 1, 2026*
Principal Due Annually October 1, beginning October 1, 2027

Installment Number	Fiscal Year ending June 30,	Total Estimated Fiscal Year Principal & Interest
Interest Only*	2026	\$588
Interest Only*	2027	3,402
1	2028	12,790
2	2029	12,807
3	2030	12,819
4	2031	12,825
5	2032	12,826
6	2033	12,821
7	2034	12,812
8	2035	12,796
9	2036	12,776
10	2037	12,821
11	2038	12,787
12	2039	12,820
13	2040	12,845
14	2041	12,792
15	2042	12,804
16	2043	12,810
17	2044	12,808
18	2045	12,799
19	2046	12,783
20	2047	12,830
Total Estimated Debt Service:		\$260,161

Interest Calculation Detail:

Interest on the outstanding principal balance shall accrue at the following estimated rate per annum (total interest cost) payable April 1, 2026, and semi-annually thereafter: **2.500%**

*Interest estimated based on the projected draw schedule. Actual interest accrued will be based on the timing of the future draw schedule and will change based on the timing of the construction project.

Evergreen-Farmington Sanitary Drain Drainage District
County of Oakland
May 6, 2025

Estimated Drain Assessment - CWSRF #5872-01 - Drain Bonds, Series 2025

Public Corporation Assessed:	<u>City of Farmington</u>
Total Estimated Cost of the Project:	\$14,000,000
Percentage of the Project Assessed:	0.3400%
Estimated Total Amount of the Project Assessed:	\$47,600

Estimated CWSRF #5872-01 Series 2025 Bond Issue Details

Estimated Bond Debt Service Schedule: *Interest Due Semi-Annually, Beginning April 1, 2026*
Principal Due Annually October 1, beginning October 1, 2027

<u>Installment Number</u>	<u>Fiscal Year ending June 30,</u>	<u>Total Estimated Fiscal Year Principal & Interest</u>
Interest Only*	2026	\$139
Interest Only*	2027	803
1	2028	3,020
2	2029	3,024
3	2030	3,027
4	2031	3,028
5	2032	3,028
6	2033	3,027
7	2034	3,025
8	2035	3,021
9	2036	3,016
10	2037	3,027
11	2038	3,019
12	2039	3,027
13	2040	3,033
14	2041	3,020
15	2042	3,023
16	2043	3,025
17	2044	3,024
18	2045	3,022
19	2046	3,018
20	2047	3,029
Total Estimated Debt Service:		\$61,425

Interest Calculation Detail:

Interest on the outstanding principal balance shall accrue at the following estimated rate per annum (total interest cost) payable April 1, 2026, and semi-annually thereafter: **2.500%**

*Interest estimated based on the projected draw schedule. Actual interest accrued will be based on the timing of the future draw schedule and will change based on the timing of the construction project.

**Evergreen-Farmington Sanitary Drain Drainage District
County of Oakland
May 6, 2025**

Estimated Drain Assessment - CWSRF #5872-01 - Drain Bonds, Series 2025

Public Corporation Assessed:	<u>City of Farmington Hills</u>
Total Estimated Cost of the Project:	\$14,000,000
Percentage of the Project Assessed:	28.2900%
Estimated Total Amount of the Project Assessed:	\$3,960,600

Estimated CWSRF #5872-01 Series 2025 Bond Issue Details

Estimated Bond Debt Service Schedule: *Interest Due Semi-Annually, Beginning April 1, 2026*
Principal Due Annually October 1, beginning October 1, 2027

<u>Installment Number</u>	<u>Fiscal Year ending June 30,</u>	<u>Total Estimated Fiscal Year Principal & Interest</u>
Interest Only*	2026	\$11,552
Interest Only*	2027	66,835
1	2028	251,268
2	2029	251,604
3	2030	251,834
4	2031	251,958
5	2032	251,976
6	2033	251,887
7	2034	251,693
8	2035	251,392
9	2036	250,985
10	2037	251,870
11	2038	251,215
12	2039	251,852
13	2040	252,347
14	2041	251,304
15	2042	251,551
16	2043	251,657
17	2044	251,622
18	2045	251,445
19	2046	251,127
20	2047	252,064
Total Estimated Debt Service:		\$5,111,038

Interest Calculation Detail:

Interest on the outstanding principal balance shall accrue at the following estimated rate per annum (total interest cost) payable April 1, 2026, and semi-annually thereafter: **2.500%**

*Interest estimated based on the projected draw schedule. Actual interest accrued will be based on the timing of the future draw schedule and will change based on the timing of the construction project.

Evergreen-Farmington Sanitary Drain Drainage District
County of Oakland
May 6, 2025

Estimated Drain Assessment - CWSRF #5872-01 - Drain Bonds, Series 2025

Public Corporation Assessed:	<u>Village of Franklin</u>
Total Estimated Cost of the Project:	\$14,000,000
Percentage of the Project Assessed:	0.2100%
Estimated Total Amount of the Project Assessed:	\$29,400

Estimated CWSRF #5872-01 Series 2025 Bond Issue Details

Estimated Bond Debt Service Schedule: *Interest Due Semi-Annually, Beginning April 1, 2026*
Principal Due Annually October 1, beginning October 1, 2027

<u>Installment Number</u>	<u>Fiscal Year ending June 30,</u>	<u>Total Estimated Fiscal Year Principal & Interest</u>
Interest Only*	2026	\$86
Interest Only*	2027	496
1	2028	1,865
2	2029	1,868
3	2030	1,869
4	2031	1,870
5	2032	1,870
6	2033	1,870
7	2034	1,868
8	2035	1,866
9	2036	1,863
10	2037	1,870
11	2038	1,865
12	2039	1,870
13	2040	1,873
14	2041	1,865
15	2042	1,867
16	2043	1,868
17	2044	1,868
18	2045	1,867
19	2046	1,864
20	2047	1,871
Total Estimated Debt Service:		\$37,939

Interest Calculation Detail:

Interest on the outstanding principal balance shall accrue at the following estimated rate per annum (total interest cost) payable April 1, 2026, and semi-annually thereafter: **2.500%**

*Interest estimated based on the projected draw schedule. Actual interest accrued will be based on the timing of the future draw schedule and will change based on the timing of the construction project.

Evergreen-Farmington Sanitary Drain Drainage District
County of Oakland
May 6, 2025

Estimated Drain Assessment - CWSRF #5872-01 - Drain Bonds, Series 2025

Public Corporation Assessed:	<u>City of Keego Harbor</u>
Total Estimated Cost of the Project:	\$14,000,000
Percentage of the Project Assessed:	0.3200%
Estimated Total Amount of the Project Assessed:	\$44,800

Estimated CWSRF #5872-01 Series 2025 Bond Issue Details

Estimated Bond Debt Service Schedule: *Interest Due Semi-Annually, Beginning April 1, 2026*
Principal Due Annually October 1, beginning October 1, 2027

<u>Installment Number</u>	<u>Fiscal Year ending June 30,</u>	<u>Total Estimated Fiscal Year Principal & Interest</u>
Interest Only*	2026	\$131
Interest Only*	2027	756
1	2028	2,842
2	2029	2,846
3	2030	2,849
4	2031	2,850
5	2032	2,850
6	2033	2,849
7	2034	2,847
8	2035	2,844
9	2036	2,839
10	2037	2,849
11	2038	2,842
12	2039	2,849
13	2040	2,854
14	2041	2,843
15	2042	2,845
16	2043	2,847
17	2044	2,846
18	2045	2,844
19	2046	2,841
20	2047	2,851
Total Estimated Debt Service:		\$57,814

Interest Calculation Detail:

Interest on the outstanding principal balance shall accrue at the following estimated rate per annum (total interest cost) payable April 1, 2026, and semi-annually thereafter: **2.500%**

*Interest estimated based on the projected draw schedule. Actual interest accrued will be based on the timing of the future draw schedule and will change based on the timing of the construction project.

Evergreen-Farmington Sanitary Drain Drainage District
County of Oakland
May 6, 2025

Estimated Drain Assessment - CWSRF #5872-01 - Drain Bonds, Series 2025

Public Corporation Assessed:	<u>City of Lathrup Village</u>
Total Estimated Cost of the Project:	\$14,000,000
Percentage of the Project Assessed:	3.0600%
Estimated Total Amount of the Project Assessed:	\$428,400

Estimated CWSRF #5872-01 Series 2025 Bond Issue Details

Estimated Bond Debt Service Schedule: *Interest Due Semi-Annually, Beginning April 1, 2026*
Principal Due Annually October 1, beginning October 1, 2027

<u>Installment Number</u>	<u>Fiscal Year ending June 30,</u>	<u>Total Estimated Fiscal Year Principal & Interest</u>
Interest Only*	2026	\$1,249
Interest Only*	2027	7,229
1	2028	27,179
2	2029	27,215
3	2030	27,240
4	2031	27,253
5	2032	27,255
6	2033	27,245
7	2034	27,224
8	2035	27,192
9	2036	27,148
10	2037	27,244
11	2038	27,173
12	2039	27,242
13	2040	27,295
14	2041	27,182
15	2042	27,209
16	2043	27,221
17	2044	27,217
18	2045	27,198
19	2046	27,163
20	2047	27,265
Total Estimated Debt Service:		\$552,838

Interest Calculation Detail:

Interest on the outstanding principal balance shall accrue at the following estimated rate per annum (total interest cost) payable April 1, 2026, and semi-annually thereafter: **2.500%**

*Interest estimated based on the projected draw schedule. Actual interest accrued will be based on the timing of the future draw schedule and will change based on the timing of the construction project.

Evergreen-Farmington Sanitary Drain Drainage District
County of Oakland
May 6, 2025

Estimated Drain Assessment - CWSRF #5872-01 - Drain Bonds, Series 2025

Public Corporation Assessed:	<u>City of Orchard Lake Village</u>
Total Estimated Cost of the Project:	\$14,000,000
Percentage of the Project Assessed:	0.3700%
Estimated Total Amount of the Project Assessed:	\$51,800

Estimated CWSRF #5872-01 Series 2025 Bond Issue Details

Estimated Bond Debt Service Schedule: *Interest Due Semi-Annually, Beginning April 1, 2026*
Principal Due Annually October 1, beginning October 1, 2027

Installment Number	Fiscal Year ending June 30,	Total Estimated Fiscal Year Principal & Interest
Interest Only*	2026	\$151
Interest Only*	2027	874
1	2028	3,286
2	2029	3,291
3	2030	3,294
4	2031	3,295
5	2032	3,296
6	2033	3,294
7	2034	3,292
8	2035	3,288
9	2036	3,283
10	2037	3,294
11	2038	3,286
12	2039	3,294
13	2040	3,300
14	2041	3,287
15	2042	3,290
16	2043	3,291
17	2044	3,291
18	2045	3,289
19	2046	3,284
20	2047	3,297
Total Estimated Debt Service:		\$66,847

Interest Calculation Detail:

Interest on the outstanding principal balance shall accrue at the following estimated rate per annum (total interest cost) payable April 1, 2026, and semi-annually thereafter: **2.500%**

*Interest estimated based on the projected draw schedule. Actual interest accrued will be based on the timing of the future draw schedule and will change based on the timing of the construction project.

**Evergreen-Farmington Sanitary Drain Drainage District
County of Oakland
May 6, 2025**

Estimated Drain Assessment - CWSRF #5872-01 - Drain Bonds, Series 2025

Public Corporation Assessed:	<u>City of Southfield</u>
Total Estimated Cost of the Project:	\$14,000,000
Percentage of the Project Assessed:	38.1700%
Estimated Total Amount of the Project Assessed:	\$5,343,800

Estimated CWSRF #5872-01 Series 2025 Bond Issue Details

Estimated Bond Debt Service Schedule: *Interest Due Semi-Annually, Beginning April 1, 2026
Principal Due Annually October 1, beginning October 1, 2027*

<u>Installment Number</u>	<u>Fiscal Year ending June 30,</u>	<u>Total Estimated Fiscal Year Principal & Interest</u>
Interest Only*	2026	\$15,586
Interest Only*	2027	90,177
1	2028	339,021
2	2029	339,474
3	2030	339,785
4	2031	339,952
5	2032	339,976
6	2033	339,856
7	2034	339,594
8	2035	339,188
9	2036	338,640
10	2037	339,832
11	2038	338,950
12	2039	339,808
13	2040	340,476
14	2041	339,069
15	2042	339,403
16	2043	339,546
17	2044	339,498
18	2045	339,260
19	2046	338,831
20	2047	340,095
Total Estimated Debt Service:		\$6,896,017

Interest Calculation Detail:

Interest on the outstanding principal balance shall accrue at the following estimated rate per annum (total interest cost) payable April 1, 2026, and semi-annually thereafter: **2.500%**

*Interest estimated based on the projected draw schedule. Actual interest accrued will be based on the timing of the future draw schedule and will change based on the timing of the construction project.

**Evergreen-Farmington Sanitary Drain Drainage District
County of Oakland
May 6, 2025**

Estimated Drain Assessment - CWSRF #5872-01 - Drain Bonds, Series 2025

Public Corporation Assessed:	<u>City of Troy</u>
Total Estimated Cost of the Project:	\$14,000,000
Percentage of the Project Assessed:	3.1500%
Estimated Total Amount of the Project Assessed:	\$441,000

Estimated CWSRF #5872-01 Series 2025 Bond Issue Details

Estimated Bond Debt Service Schedule: *Interest Due Semi-Annually, Beginning April 1, 2026
Principal Due Annually October 1, beginning October 1, 2027*

Installment Number	Fiscal Year ending June 30,	Total Estimated Fiscal Year Principal & Interest
Interest Only*	2026	\$1,286
Interest Only*	2027	7,442
1	2028	27,978
2	2029	28,015
3	2030	28,041
4	2031	28,055
5	2032	28,057
6	2033	28,047
7	2034	28,025
8	2035	27,992
9	2036	27,946
10	2037	28,045
11	2038	27,972
12	2039	28,043
13	2040	28,098
14	2041	27,982
15	2042	28,009
16	2043	28,021
17	2044	28,017
18	2045	27,998
19	2046	27,962
20	2047	28,067
Total Estimated Debt Service:		\$569,098

Interest Calculation Detail:

Interest on the outstanding principal balance shall accrue at the following estimated rate per annum (total interest cost) payable April 1, 2026, and semi-annually thereafter: **2.500%**

*Interest estimated based on the projected draw schedule. Actual interest accrued will be based on the timing of the future draw schedule and will change based on the timing of the construction project.

Evergreen-Farmington Sanitary Drain Drainage District
County of Oakland
May 6, 2025

Estimated Drain Assessment - CWSRF #5872-01 - Drain Bonds, Series 2025

Public Corporation Assessed:	<u>Charter Township of West Bloomfield</u>
Total Estimated Cost of the Project:	\$14,000,000
Percentage of the Project Assessed:	8.1000%
Estimated Total Amount of the Project Assessed:	\$1,134,000

Estimated CWSRF #5872-01 Series 2025 Bond Issue Details

Estimated Bond Debt Service Schedule: *Interest Due Semi-Annually, Beginning April 1, 2026*
Prinicipal Due Annually October 1, beginning October 1, 2027

<u>Installment Number</u>	<u>Fiscal Year ending June 30,</u>	<u>Total Estimated Fiscal Year Principal & Interest</u>
Interest Only*	2026	\$3,307
Interest Only*	2027	19,136
1	2028	71,943
2	2029	72,039
3	2030	72,105
4	2031	72,141
5	2032	72,146
6	2033	72,120
7	2034	72,065
8	2035	71,979
9	2036	71,862
10	2037	72,115
11	2038	71,928
12	2039	72,110
13	2040	72,252
14	2041	71,953
15	2042	72,024
16	2043	72,055
17	2044	72,044
18	2045	71,994
19	2046	71,903
20	2047	72,171
Total Estimated Debt Service:		\$1,463,392

Interest Calculation Detail:

Interest on the outstanding principal balance shall accrue at the following estimated rate per annum (total interest cost) payable April 1, 2026, and semi-annually thereafter: **2.500%**

*Interest estimated based on the projected draw schedule. Actual interest accrued will be based on the timing of the future draw schedule and will change based on the timing of the construction project.



MEMORANDUM

Planning Department

DATE: June 2, 2025

TO: Jana L. Ecker, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Set Public Hearing for 479 S. Old Woodward – Birmingham Tower – Special Land Use Permit, Final Site Plan & Design Review

INTRODUCTION:

The applicant has submitted a Special Land Use Permit and Final Site Plan & Design Review application seeking a modification of the approved floor plans. The proposed floor plans would contain commercial/retail uses on floors 1 and 2, office on floors 3 and 4, and residential on the 5th floor. No other changes would occur to the façade or general site. Due to the change in floor plans, the required on-site parking has changed considerably. As a part of this special land use and site plan review, the applicant has submitted a petition seeking a waiver pursuant to Article 3, Section 3.04 (D)(3)(a) of the Zoning Ordinance.

The subject site, 479 S. Old Woodward, is located at the south end of Downtown Birmingham in the B3 (Office-Residential) and D4 (Downtown Overlay) zoning districts. The site is currently under construction and is slated to be completed in 2026. The site is directly adjacent to the existing Birmingham Place mixed-use building to the north, and is across Hazel Street from the 555 mixed-use building to the south.

BACKGROUND:

On June 24, 2020 ([Agenda – Minutes](#)), the Planning Board accepted the Community Impact Study and approved the Preliminary Site Plan for a new five story mixed-use building.

On September 23, 2020 ([Agenda – Minutes](#)), the applicant obtained Final Site Plan & Design Review approval from the Planning Board. The approved plans had 50 residential units, two levels of underground parking for residents, and ground level parking for ground level retailers for a total of 84 parking spaces on-site. During the hearing, the applicant indicated they would be applying to be within the Parking Assessment District. The subject property has since been denied such admittance. It was determined that all assessments for public parking structures have been paid and a retroactive fee may not be assessed given the City's 20-year timeline expiration from the initial assessment.

On January 12, 2021 ([Agenda](#) – [Minutes](#)), the applicant obtained a variance to allow 7 parking spaces within 20 feet of the ground level building frontage along Hazel Street and to have two loading spaces less than 40 feet long (35 feet) facing Woodward Avenue.

On August 25, 2021 ([Agenda](#) – [Minutes](#)), the Planning Board approved a request for a Final Site Plan extension.

On September 28, 2022 ([Agenda](#) – [Minutes](#)), the applicant appeared before the Planning Board for a revised Final Site Plan. The applicant indicated they could not construct two levels of underground parking and revised the site plan to include one level of underground parking and no ground level parking. The revised plans were 74 parking spaces short of the Zoning Ordinance requirement. The Planning Board moved to deny the Final Site Plan by a vote of 4-2.

On November 8, 2022 ([Agenda](#) – [Minutes](#)), the applicant appeared before the Board of Zoning Appeals to request a variance of 74 parking spaces, claiming that they could not structurally provide two levels of underground parking. The applicant's request was denied by a vote of 6-1.

On September 28, 2022 ([Agenda](#) – [Minutes](#)), the applicant appeared before the Planning Board for an ordinance amendment to allow parking requirements of the D4 Overlay zoned properties outside of the former parking assessment districts to be waived through a SLUP. The applicant claimed they could not provide two levels of underground parking to accommodate required off-street parking, and therefore needed a waiver of requirements. The Planning Board recommended approval of the ordinance amendment to the City Commission by a vote of 4-2.

On December 5, 2022 ([Agenda](#) – [Minutes](#)), the applicant appeared before the City Commission for their ordinance amendment to allow parking requirements of D4 Overlay zoned properties outside of the former parking assessment districts to be waived through a SLUP. The City Commission approved the ordinance amendment by a vote of 5-2. Therefore, it is now possible for the applicant to have parking requirements waived by the City Commission through the provisions of a SLUP.

On January 25, 2023 ([Agenda](#) – [Minutes](#)), the applicant appeared before the Planning Board for Final Site Plan & SLUP review to request a waiver of 58 parking spaces. The proposed site plan and SLUP included ground level retail and restaurant, office on the second floor, and residential uses on floors three, four, and five. The site plan had one level of underground parking with 37 parking spaces, creating a shortage of 58 spaces. The Planning Board moved to postpone the hearing and requested that the applicant amend the site plans to support a less intensive use and reduce the shortage of parking.

On March 22, 2023 ([Agenda](#) – [Minutes](#)), the Planning Board moved to approve the Final Site Plan and Design Review for a modified site plan that contained retail and restaurant on the first floor, office on the second and third floor, and residential uses on the fourth and fifth floor. In addition, the site plans contained two levels of underground parking that would accommodate 64 spaces with ground level parking containing 12 spaces with 11 lifts, totaling 87 spaces for the site.

On May 9, 2023 ([Agenda](#) – [Minutes](#)), the Board of Zoning Appeals moved to grant a variance of 11 off-street parking spaces. The BZA also tied the variance to the plans.

On March 26, 2025 ([Agenda](#) – [Minutes](#)), the Planning Board reviewed a new Final Site Plan & Design Review application to modify the previously approved floor plans. The newly proposed floor plans would contain commercial/retail uses on floors 1 and 2, office on floors 3 and 4, and residential on the 5th floor. Due to the change in floor plans, the required on-site parking changed considerably. Ultimately, the Planning Board moved to postpone the application seeking clarification regarding the parking strategy and neighboring ownership/access for the potential shared parking strategy that was proposed.

On May 28, 2025 ([Agenda](#)), the Planning Board fielded a new Special Land Use Permit and Final Site Plan & Design Review application to modify the floor plans and pursue a waiver pursuant to Article 3, Section 3.04 (D)(3)(a) for 49 off-street parking spaces. Due to concerns about the clarity of the public notices that were issued, the Planning Board moved to postpone the application and allow the City to provide a new round of notices.

The Planning Department has provided new notices and is scheduled to review the Special Land Use Permit, Final Site Plan & Design Review application on June 25, 2025.

LEGAL REVIEW:

The City Attorney has reviewed this request and finds it consistent with the ordinance for City Commission consideration.

FISCAL IMPACT:

There are no fiscal impacts associated with the Special Land Use Permit and Final Site Plan & Design Review application submitted.

SUSTAINABILITY:

There are no direct sustainability impacts associated with the proposed development.

DESIGN CONSIDERATIONS:

As emphasized in the Planning Board report, there are no changes proposed to the design of the building aside from the layout of the interior floor plans. The exterior of the building, the height of the building, and all other bulk/area/setback dimensions are not changing as a part of this application.

PUBLIC COMMUNICATIONS:

As required for Special Land Use Permit Reviews, a legal ad was placed in a newspaper of local circulation to advertise the public hearing at the Planning Board on May 28, 2025. The Planning Department has provided another round of legal notices for the Planning Board meeting on June 25, 2025. In addition, postcards were sent out to property owners and occupants within 300 feet of the subject site and will be sent out again in advance of the public hearing at the Planning Board on June 25, 2025. Similar legal and postcard notices will be sent out to advertise the public hearing at the City Commission on July 14, 2025.

SUMMARY:

The Planning Department requests that the City Commission set a public hearing date of July 14, 2025 to consider the Special Land Use Permit and Final Site Plan & Design Review application for

479 S. Old Woodward, to permit the modification of the approved floor plans and the issuance of a waiver for 49 off-street parking spaces pursuant to Article 3, Section 3.04 (D)(3)(a) of the Zoning Ordinance.

ATTACHMENTS:

Please see attached the following documents:

- Special Land Use Permit Resolution
- Site/Design Plans
- Application Materials
- Planning Board Report

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set a public hearing date of July 14, 2025 to consider the Special Land Use Permit and Final Site Plan & Design Review application for 479 S. Old Woodward, to permit the modification of the approved floor plans and the issuance of a waiver for 49 off-street parking spaces pursuant to Article 3, Section 3.04 (D)(3)(a) of the Zoning Ordinance.

**Birmingham Tower
479 S. Old Woodward
Special Land Use Permit Amendment 2025**

WHEREAS, A Special Land Use Permit Amendment, Final Site Plan & Design Review application was filed in February 2025 seeking approval to modify the approved floor plans and to obtain a waiver for 49 off-street parking spaces pursuant to Article 3, Section 3.04 (D)(3) (a) of the Zoning Ordinance;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the east side of S. Old Woodward, north of Hazel St.;

WHEREAS, The land is zoned B3 (Office-Residential) and D4 (Downtown Overlay) and is not located within the former Parking Assessment District, which permits the issuance of a waiver for off-street parking with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use Permit;

WHEREAS, The Birmingham Planning Board on June 25, 2025 reviewed the application for Special Land Use Permit, Final Site Plan & Design Review and moved to adopt the findings of the Planning Department in the report dated June 25, 2025 related to the approval criteria outlined in Article 7, Section 7.27 and 7.36 of the Zoning Ordinance and recommended **approval/denial** to the City Commission of the modifications to the approved floor plans and the issuance of a waiver for 49 off-street parking spaces pursuant to Article 3, Section 3.04 (D)(3)(a) of the Zoning Ordinance;

WHEREAS, The Birmingham City Commission conducted a public hearing on July 14, and has reviewed the Special Land Use Permit and Final Site Plan & Design Review application and the standards for such review as set forth in Article 7, sections 7.27 and 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission adopts the findings of the Planning Board and finds the standards imposed in Article 7, Sections 7.27 and 7.36 of the Zoning Ordinance and other applicable standards in the City Code **have been/have not been** met, subject to the conditions below, and that Birmingham Tower's application for a Special Land Use Permit and Final Site Plan & Design Review at 479 S. Old Woodward is hereby **approved/denied**;

BE IT FURTHER RESOLVED, That the City Commission determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:

1. Birmingham Tower shall abide by all provisions of the Birmingham City Code;

2. Birmingham Tower shall comply with the approved site and design plans and any amendments thereto; and
3. The Special Land Use Permit may be canceled by the City Commission upon finding after proper notice and a hearing that the continued use is not in the public interest.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

BE IT FURTHER RESOLVED, Except as herein specifically provided, Birmingham Tower and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Birmingham Tower to comply with all the ordinances of the City may result in the City Commission revoking this Special Land Use Permit.

BE IT FURTHER RESOLVED that Birmingham Tower is **recommended/not recommended** for approval of a modification to the approved floor plans and the issuance of a waiver for 49 off-street parking spaces at 479 S. Old Woodward, above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on July 14, 2025.

Alexandria Bingham
City Clerk

SPACES	AREAS
PARKING	14,951.1 S.F

TOTAL GROSS AREA -PARKING LEVEL B	18,167 S.F
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CONSULTANT + NAME

PROJECT + INFORMATION

BIRMINGHAM TOWERS
MIXED USE
469-479 SOUTH OLD WOODWARD AVE
BIRMINGHAM, MICHIGAN

PROJECT + NUMBER

22-222

ISSUE + DATE

20 JUNE 2023
21 JUNE 2023
22 JUNE 2023
20 JAN 2025

SHEET + TITLE

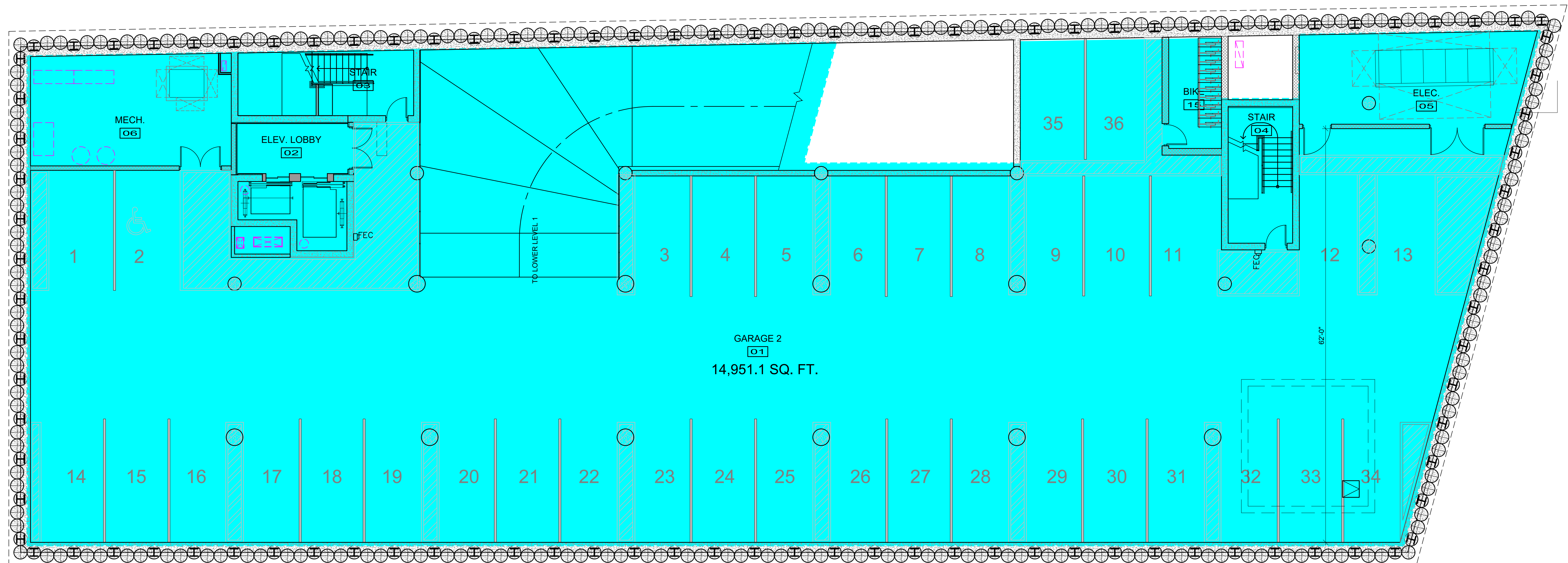
LOWER LEVEL B
FLOOR PLAN
AREA SF

22222AG2xx.DWG

SHEET + NUMBER

G-200A

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 LOWER LEVEL B FLOOR PLAN
NTS

SPACES	AREAS
PARKING	15,149.3 S.F

TOTAL GROSS AREA -PARKING LEVEL 1A	18,167 S.F
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CONSULTANT + NAME

PROJECT + INFORMATION

BIRMINGHAM TOWERS
MIXED USE
469-479 SOUTH OLD WOODWARD AVE
BIRMINGHAM, MICHIGAN

PROJECT + NUMBER

22-222

ISSUE + DATE

20 JUNE 2023
21 JUNE 2023
22 JUNE 2023
20 JAN 2025

SHEET + TITLE

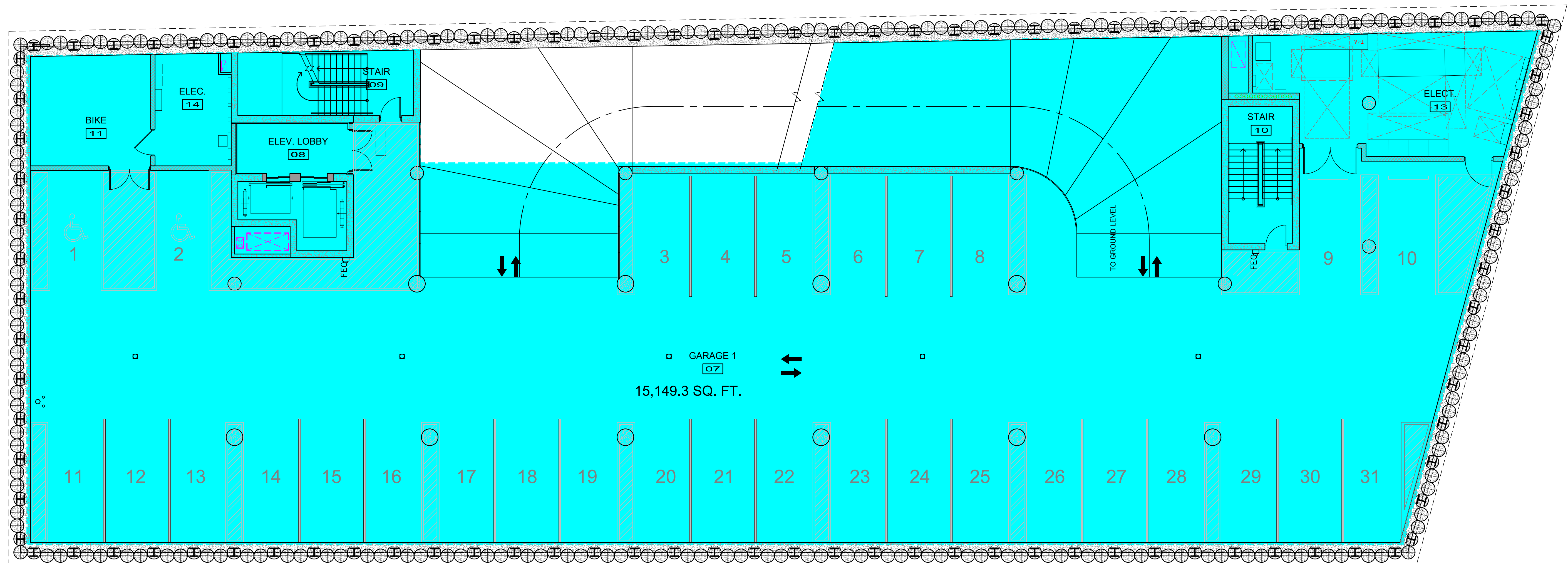
LOWER LEVEL 1A
FLOOR PLAN
AREA SF

2222G2xx.DWG

SHEET + NUMBER

G-200B

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LOWER LEVEL 1A FLOOR PLAN
NTS



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 2700 SOUTH HOLLAND PARKWAY
 ANN ARBOR, MI 48104
 TEL: 734.769.5000
 WWW.BOWERSBACH.COM

CONSULTANT + NAME

PROJECT + INFORMATION
BIRMINGHAM TOWERS
MIXED USE
 488-775 SOUTH OLD WOODWARD AVE
 BIRMINGHAM, MICHIGAN

PROJECT + NUMBER

22-222

ISSUE + DATE

20 JUNE 2023
 21 JUNE 2023
 22 JUNE 2023

SHEET + TITLE

FIRST LEVEL
 FLOOR PLAN
 AREA SF

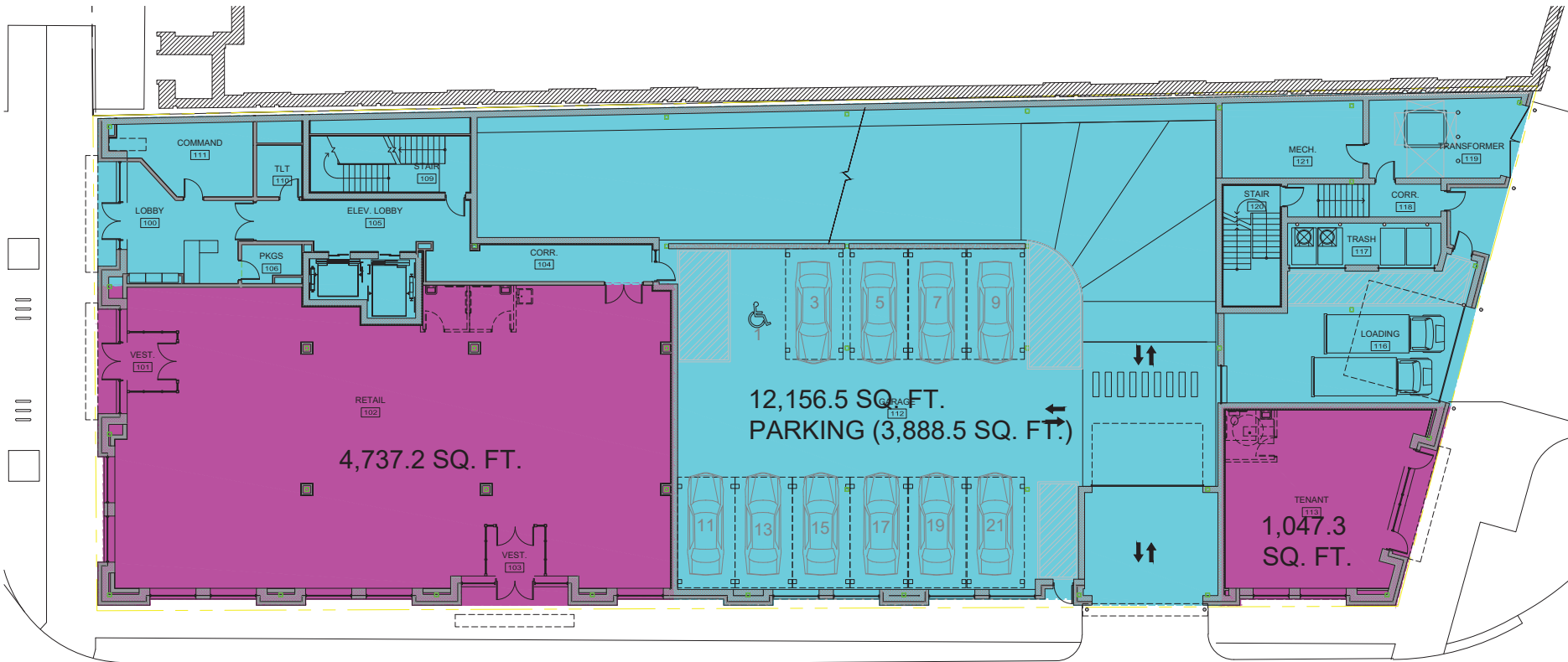
22222G2xx.DWG

SHEET + NUMBER

G-201

SPACES	AREAS
COMMON AREA	12,156.5 S.F
RETAIL	5,784.5 S.F

TOTAL GROSS AREA-1ST FLR.	17,941 S.F
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FIRST (GROUND) LEVEL PLAN
 NTS

5M



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 P: 734.975.2400
 WWW.BOWERSARCH.COM

CONSULTANT + NAME

PROJECT + INFORMATION

BIRMINGHAM TOWERS
MIXED USE
 469-479 SOUTH OLD WOODWARD AVE
 BIRMINGHAM, MICHIGAN

PROJECT + NUMBER

22-222

ISSUE + DATE

21 MAR 2025

SHEET + TITLE

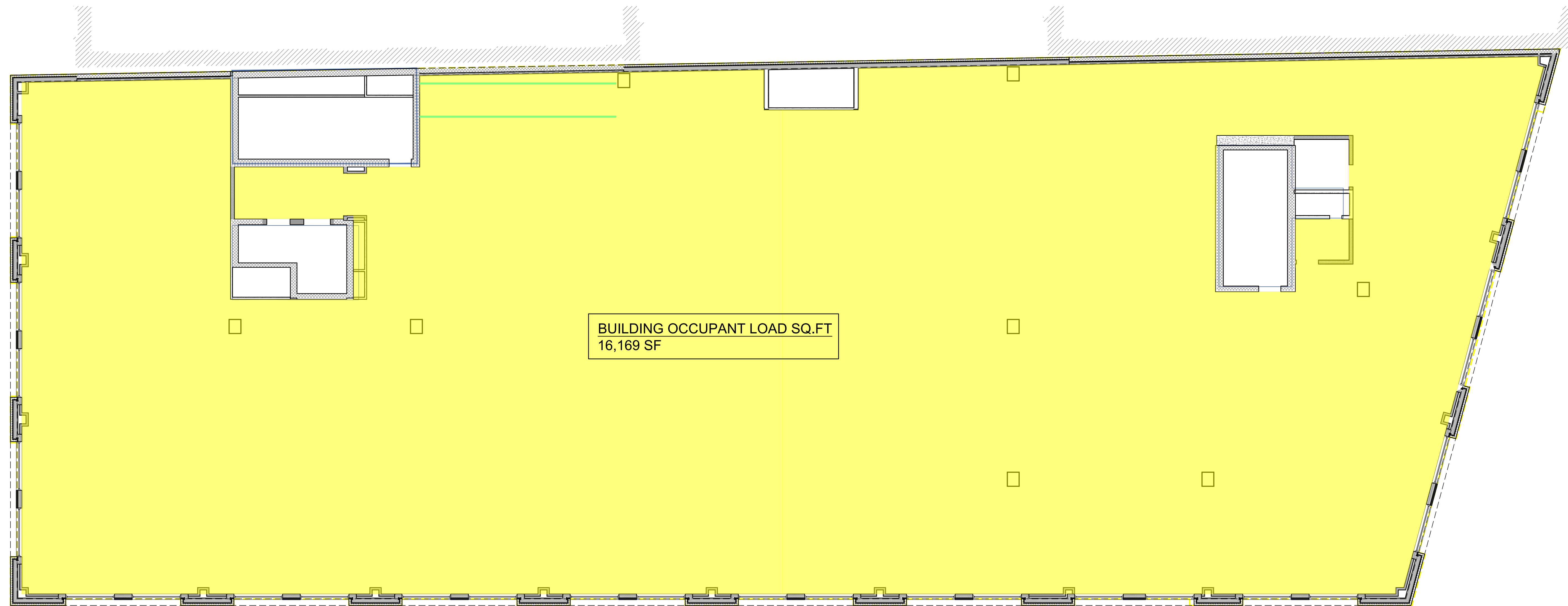
SECOND LEVEL
 OCCUPANT LOAD
 AREA SF

22222G2xx.DWG

SHEET + NUMBER

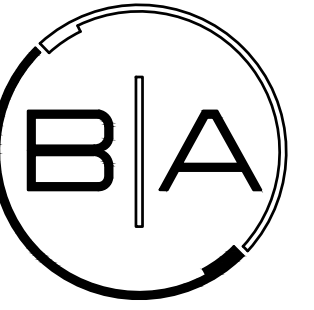
OCC-202

BUILDING OCCUPANT LOAD SQ.FT-2ND FLR.	16,169 S.F B-USE
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BUILDING OCCUPANT LOAD SQ.FT
 16,169 SF

 SECOND LEVEL FLOOR PLAN
 NTS



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BUILDING OCCUPANT LOAD SQ.FT-3RD FLR.	16,169 S.F B-USE
---	---------------------

CONSULTANT + NAME

PROJECT + INFORMATION
BIRMINGHAM TOWERS
MIXED USE
469-479 SOUTH OLD WOODWARD AVE
BIRMINGHAM, MICHIGAN

PROJECT + NUMBER

22-222

ISSUE + DATE

21 MAR 2025

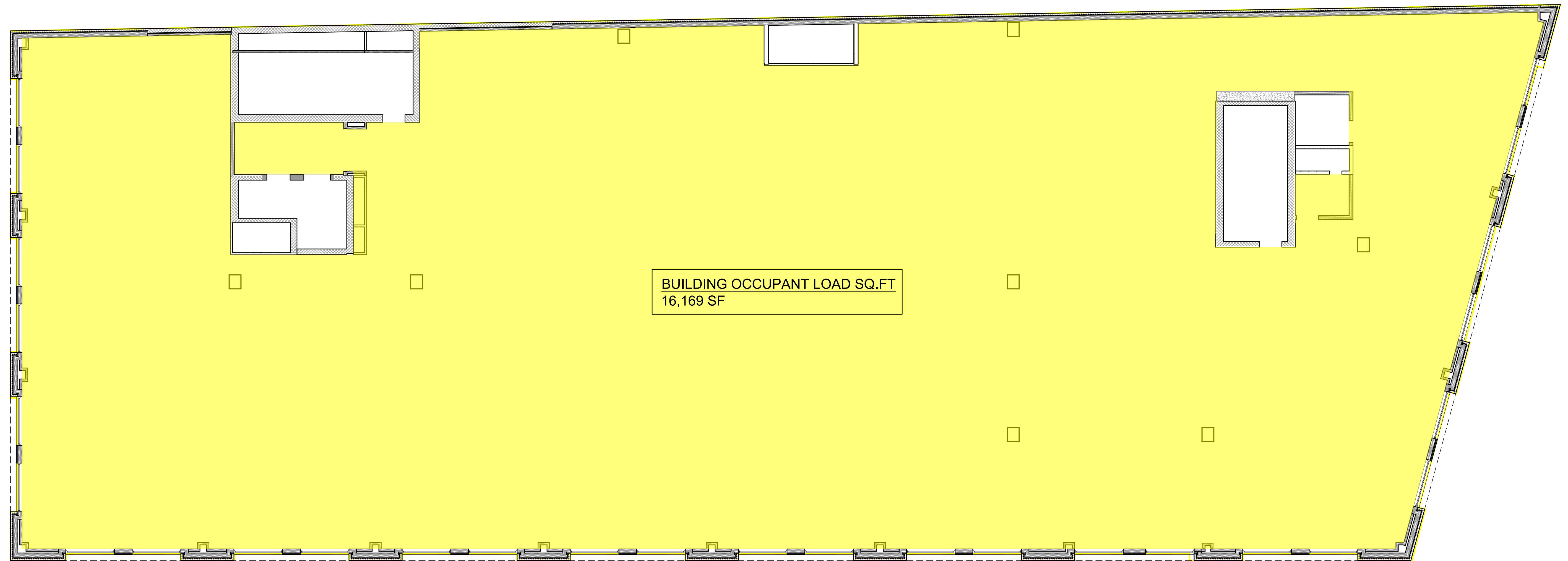
SHEET + TITLE

THIRD LEVEL
OCCUPANT LOAD
AREA SF

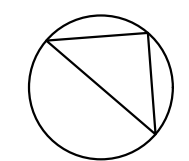
22222G2xx.DWG

SHEET + NUMBER

OCC-203



BUILDING OCCUPANT LOAD SQ.FT
16,169 SF



THIRD LEVEL FLOOR PLAN

NTS

BUILDING OCCUPANT LOAD SQ.FT-4TH FLR.	15,526 S.F B-USE
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CONSULTANT + NAME

PROJECT + INFORMATION

BIRMINGHAM TOWERS
MIXED USE
469-479 SOUTH OLD WOODWARD AVE
BIRMINGHAM, MICHIGAN

PROJECT + NUMBER

22-222

ISSUE + DATE

21 MAR 2025

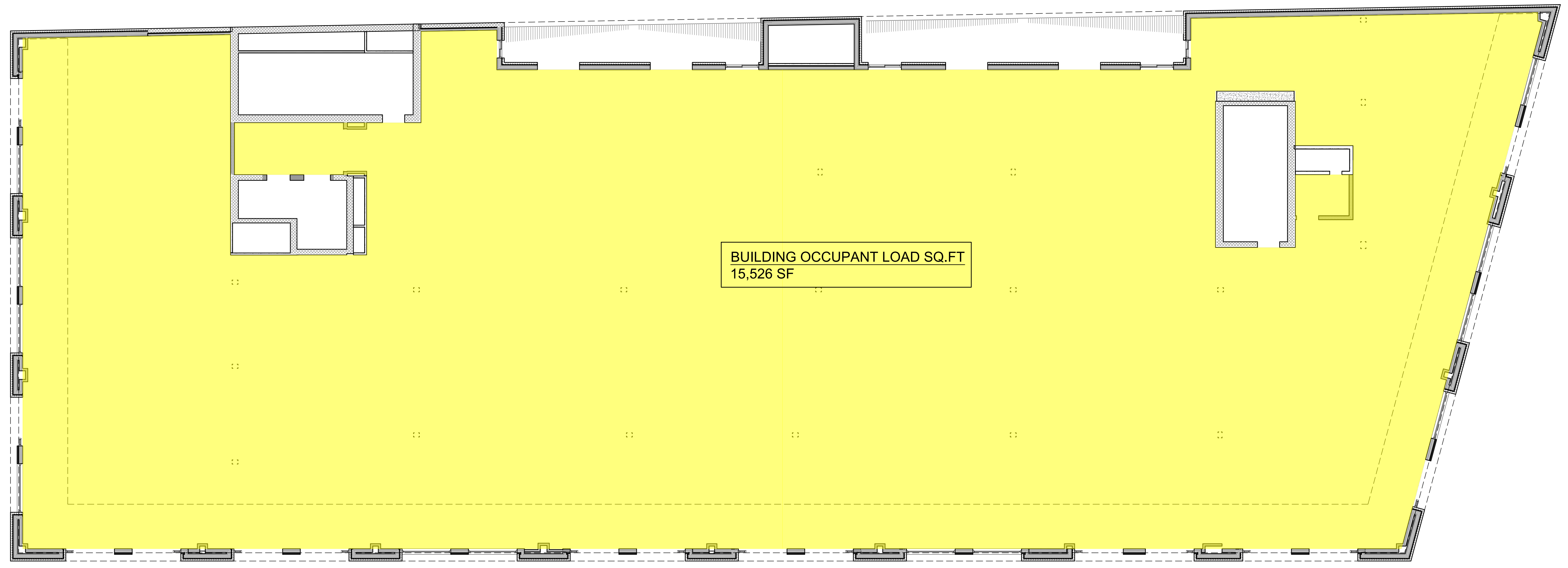
SHEET + TITLE

FOURTH LEVEL
OCCUPANT LOAD
AREA SF

22222G2xx.DWG

SHEET + NUMBER

OCC-204



BUILDING OCCUPANT LOAD SQ.FT
15,526 SF

 **FOURTH LEVEL FLOOR PLAN**
NTS



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 WWW.BOWERSARCH.COM

CONSULTANT + NAME

PROJECT + INFORMATION

BIRMINGHAM TOWERS
MIXED USE
 469-479 SOUTH OLD WOODWARD AVE
 BIRMINGHAM, MICHIGAN

PROJECT + NUMBER

22-222

ISSUE + DATE

10 MAY 2023	CON. REV.
19 JULY 2023	F. PERMIT
8 SEPT 2023	F. PER. REV.
22 SEPT 2023	BANK
02 NOV 2023	PERMIT
20 FEB 2024	B. PER. REV.
16 JULY 2024	BULL. 3
31 OCT 2024	DIMS COL
17 FEB 2025	LEV 5 REV

SHEET + TITLE

FIFTH LEVEL
 FLOOR PLAN

22222A1xx.DWG

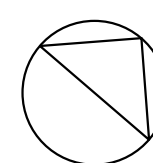
SHEET + NUMBER

A-105

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TOTAL AREA-5TH FLR.	14,646 S.F
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 **FIFTH LEVEL SCHEMATIC FLOOR PLAN**
 SCALE: 1/8" = 1'-0"



J. Patrick Howe
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jphowe@jphowe.com

BIRMINGHAM THEATER BUILDING
231 S. Old Woodward Ave., Suite 217
Birmingham, Michigan 48009

May 21, 2025

VIA EMAIL ONLY

Birmingham Planning Board & City Commission
c/o Mr. Nicholas Dupuis
Planning Director
City of Birmingham
151 Martin St.
Birmingham, Michigan 48009

RE: Application for Final Site Plan Design Review to Modify Use of Floors 2 and 4 of Subject Building
Application for Special Land Use Permit to Reduce Parking Requirements for Non-Residential Uses Pursuant to Section 3.04(D)(3)(a) of the Birmingham Zoning Ordinance
Applicant: Birmingham Tower Partners LLC
Address: 479 S. Old Woodward Ave., Birmingham, Michigan 48009

Dear Members of the Birmingham Planning Board & City Commission,

This firm represents Birmingham Tower Partners LLC, which is in the process of constructing a five-story mixed-use building at 479 S. Old Woodward Ave. This project has been before both the Planning Board and City Commission a number of times for various applications and requests. We are hopeful that the request before you to modify the use of floors 2 and 4, and to reduce the parking requirements for non-residential uses, will be the final approvals required for the project to move forward without further delay. At the outset of this request, it is critically important to express three points:

1. There are no changes proposed to the exterior features of the building, all of which have been approved by the City;
2. There are no changes to the on-site parking spaces provided for the building, which will remain at 88 parking spaces (plus 2 on-street parking spaces if approved by the City Commission); and
3. The Applicant is not proposing a shared parking arrangement with any parties.

With these three points in mind, we ask that both the Planning Board and City Commission limit its focus to the following specific requests:

1. Change floor 2 from Office to Retail/Commercial use;
2. Change floor 4 from Residential to Office use; and

5M

3. Reduce parking requirements for non-residential uses from 130 parking spaces to 81 parking spaces (plus 2 on-street parking spaces if approved by the City Commission).

The subject building is currently approved for the following uses:

Fifth Floor	Residential
Fourth Floor	Residential
Third Floor	Office
Second Floor	Office
First Floor	Retail

The Applicant is now requesting the following use modifications for Floors 2 and 4:

Fifth Floor	Residential [NO CHANGE]
Fourth Floor	Office
Third Floor	Office [NO CHANGE]
Second Floor	Retail/Commercial
First Floor	Retail [NO CHANGE]

It is the Applicant's intention at this time for Floors 3 and 4 to be occupied by an office tenant, and Floor 2 to be occupied by a retail and/or commercial tenant, as permitted under the Zoning Ordinance. So why are these use modifications required? We submit, and will elaborate in more detail at the public hearings on this matter, that these modifications are required to meet current market demands, and ensure the long term vitality of the building. Since this building was originally conceived in 2022, nearly 200 multifamily dwelling units have been built or approved in the City of Birmingham. Many of these units are highly amenitized, and offer on-site resident services that just can't be provided at a building that sits on less than ½ acre of land. At the same time, the City of Birmingham is ever evolving into a highly sought after destination retail environment, attracting national and international tenants, and customers from throughout the metropolitan area and greater Midwest region. This surge of retail activity is evident from various recent and forthcoming openings of specialty retailers in downtown Birmingham. As opposed to fighting this challenging dynamic of increased multifamily housing supply, and limited commercial space for retailers looking to plant a flag in Birmingham, we are seeking to slightly modify the uses in the building to welcome these residential and commercial trends. This is the right move for the building, and will be the right move for downtown Birmingham and its residents.

The impact that these use modifications will have on the building and surrounding area are very minor. There are absolutely no changes to the exterior features of the building, all of which have been approved by the City. Further, there will be no reduction in the on-site parking spaces provided for the building, which will remain at 88 parking spaces (plus 2 on-street parking spaces if approved by the City Commission). The only impact that these use modifications will have on the project is the Applicant's ability to strictly comply with the City's on-site parking requirements. The current approved mix of uses for the building requires 99 parking spaces. The Board of Zoning Appeals previously granted a parking variance of 11 spaces, which authorized the current approved

mix of uses to move forward with 88 on-site parking spaces. The proposed modified mix of uses before requires 137 parking spaces, leaving a deficiency of 49 parking spaces (which will be reduced to 47 parking spaces if 2 on-street parking spaces are approved by the City Commission). In 2023, the City Commission amended the Zoning Ordinance to authorize a reduction in parking requirements for non-residential uses in the D4 Zone. Section 3.04(D)(3)(a) of the Zoning Ordinance provides that:

For all non-residential uses in the D4 Zone located outside the former parking assessment district, the off-street parking requirements of Article 4 may be reduced or eliminated under the provisions of a Special Land Use Permit.

In addition to the Applicant’s request for a modified site plan to change the uses of Floors 2 and 4, we are requesting the City Commission to reduce the parking requirements for non-residential uses within the building from 130 non-residential parking spaces to 81 non-residential parking spaces. This will result in 7 parking spaces being dedicated to residential users, and the remaining 81 parking spaces being shared by all other non-residential users of the building. We submit, and will elaborate in more detail at the public hearings on this matter, that: (i) the proposed modifications to the site plan meet the requirements set forth in Section 7.27(D) of the Zoning Ordinance, and (ii) a reduction in parking requirements for non-residential users under Section 3.04(D)(3)(a) of the Zoning Ordinance is appropriate for the following reasons:

- 1. The prior businesses on this site had a similar deficiency of on-site parking, and operated for many years without negatively impacting the health, safety and welfare of the City and its residents.**

The subject site was formerly occupied by a bank branch with drive through and a Chinese restaurant. The bank branch was 4,325 sf and the restaurant was 3,038 sf. The site provided 9 off-street parking spaces, which is illustrated on the site plan attached as **Exhibit A**. Applying the City’s current on-site parking requirements, the property previously had a parking deficiency of 46 on-site parking spaces, which is calculated as follows:

Bank Branch	
4,325 sf (1 space per 300 sf)	14.5 parking spaces required 9 parking spaces provided
Restaurant	
3,038 sf (1 space per 75 sf)	40.5 parking spaces required 0 parking spaces provided
OVERALL	55 parking spaces required 9 parking spaces provided
DEFICIENCY	46 parking space deficiency

The parking deficiency that previously existed is nearly identical to the parking deficiency presented by the proposed modified uses for the building. The prior bank and restaurant operated with this parking deficiency for many years, and for this reason, a reduction in the parking requirements for non-residential uses in the proposed building is appropriate.

2. The parking demands of a retail/commercial user on 2 floors and an office user on 2 floors, rarely overlap.

In today's ever changing office environment, it is rare for an office to be completely full at any given time. The Zoning Ordinance parking requirements have not been adjusted to accommodate this new reality. Furthermore, the hours that the retail and/or commercial business that would occupy the 1st and 2nd floors will have high parking demands during the evenings and on weekends, mostly outside of normal office hours. Accordingly, the parking needs of the office users and retail/commercial users will not significantly overlap, and ample parking will be available on-site for these two uses to co-exist. For this reason, a reduction in the parking requirements for non-residential uses in the proposed building is appropriate.

3. The building is located in the immediate vicinity of the former parking assessment district, is on the only D4 zoned parcel located outside of the former parking assessment district, and the parking requirements for the building should be reduced.

Section 3.04(D)(1) of the Zoning Ordinance provides that "all nonresidential uses located within the parking assessment district, parking on the site **shall not be required**, provided such site is in full compliance with the requirements of the parking assessment district." The subject building is located in the immediate vicinity of the former parking assessment district (see **Exhibit B**). While it has been established that there is no opportunity to reopen the former parking assessment district and add the subject building to this district, we submit that some flexibility should be afforded to the subject building given its proximity to various nearby public parking decks. Specifically, the Peabody Parking Garage is a 1 minute, 58 second walk from the subject building, and the Pierce Parking Garage is a 2 minute 43 second walk from the subject building (see **Exhibit C**). These two public parking garages will be utilized by workers, tenants and customers of the subject building, and for this reason, a reduction in the parking requirements for non-residential uses in the proposed building is appropriate.

4. There is ample off-street parking available in the nearby public parking decks to supplement the on-site parking available at the building.

To the extent additional parking spaces are required to meet the needs of workers, tenants and customers of the subject building, there is ample available parking available in the two closest public parking garages. Specifically, the Peabody Garage, which is

a 1 minute, 58 second walk from the building, has over 50 parking spaces available at its peak times during the day, and over 100 parking spaces available beginning at 5:00 PM each evening and on weekends (see **Exhibit D**). The Pierce Garage, which is a 2 minute 43 second walk from the subject building, has over 200 parking spaces available at its peak times during the day, and over 300 parking spaces available beginning at 5:00 PM each evening and on weekends (see **Exhibit E**). For these reasons, a reduction in the parking requirements for non-residential uses in the proposed building is appropriate.

5. The Special Land Use Permit requirements set forth in Section 7.36(A) of the Zoning Ordinance are met.

We submit that the proposal to reduce the parking requirements for non-residential uses under Section 3.04(D)(3)(a) of the Zoning Ordinance satisfies the approval criteria for a Special Land Use Permit set forth in Section 7.36(A) of the Zoning Ordinance. Specifically:

- (1) The parking plan for the building is consistent with and will promote the intent and purpose of this Zoning Ordinance, and there is ample on-site and nearby off-site public parking to serve the needs of the workers, tenants and customers of the subject building.
- (2) The parking plan for the building will be compatible with adjacent uses of land, the natural environment, and the capabilities of public services and facilities affected by the parking of workers, tenants and customers of the subject building.
- (3) The parking plan is consistent with the public health, safety and welfare of the city, and the on-site and nearby public off-site parking will ensure that the parking does not negatively impact the public health, safety and welfare of the city.
- (4) Given that the on-site and nearby off-site public parking provides sufficient parking for the subject building, the project is in compliance with all other requirements of the Zoning Ordinance.
- (5) Given the availability of on-site and nearby off-site public parking, the parking of vehicles for the workers, tenants and customers of the subject building will not be injurious to the surrounding neighborhood.
- (6) The parking plan, to the extent applicable, is in compliance with state and federal statutes.

We acknowledge the significant and extensive work that the City has gone through to help facilitate the development of this important piece of property within the S. Old Woodward Ave.

district. We sincerely appreciate those efforts, and hope that we can work together to slightly modify the uses of this building and implement the Applicant's parking plan. Please feel free to contact me if you have any questions or concerns regarding this matter, and the information provided herein. We look forward to appearing with our client at the upcoming public hearings.

Very truly yours,

JPHOWE, PLLC

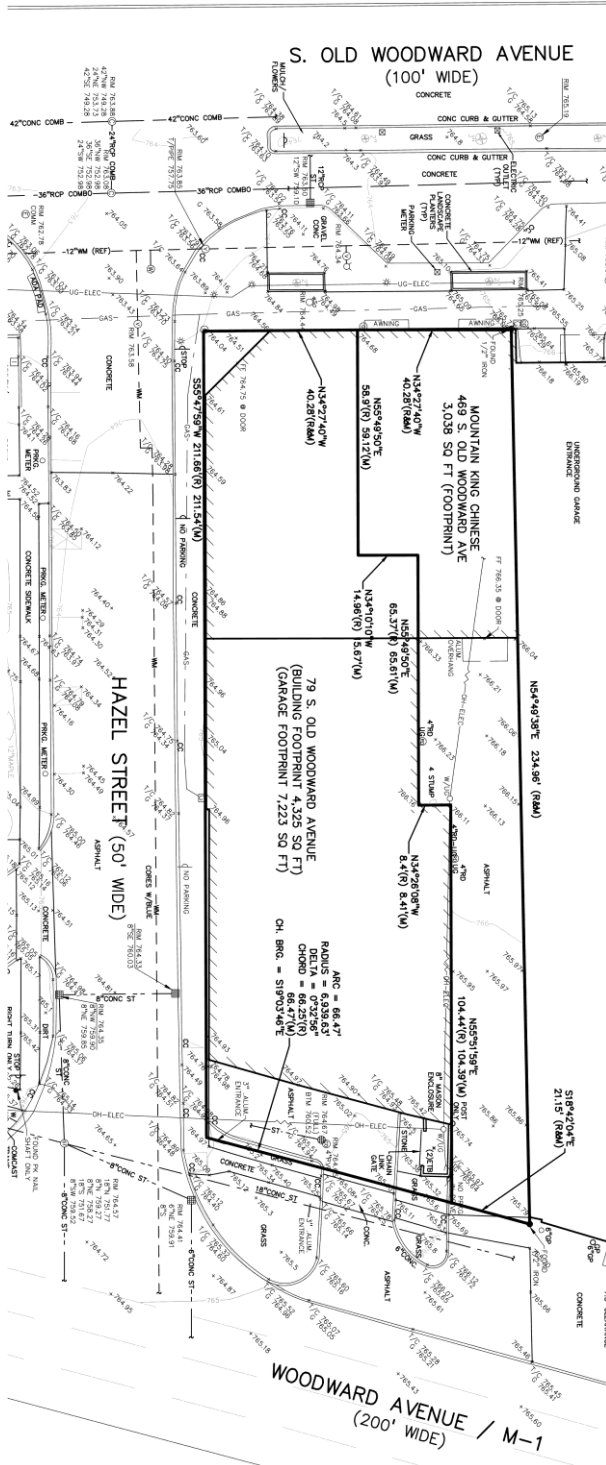
A handwritten signature in black ink, appearing to be 'JP' followed by a horizontal stroke, representing J. Patrick Howe.

J. Patrick Howe

cc: Doraid Markus (via email)

Birmingham Tower Partners, LLC
479 S. Old Woodward Ave.
Birmingham, Michigan 48009

EXHIBIT A



Birmingham Tower Partners, LLC
479 S. Old Woodward Ave.
Birmingham, Michigan 48009

EXHIBIT B



479 S. Old Woodward Ave.

Birmingham Tower Partners, LLC
479 S. Old Woodward Ave.
Birmingham, Michigan 48009

EXHIBIT C

Walking Distance to Peabody Parking Garage from Building



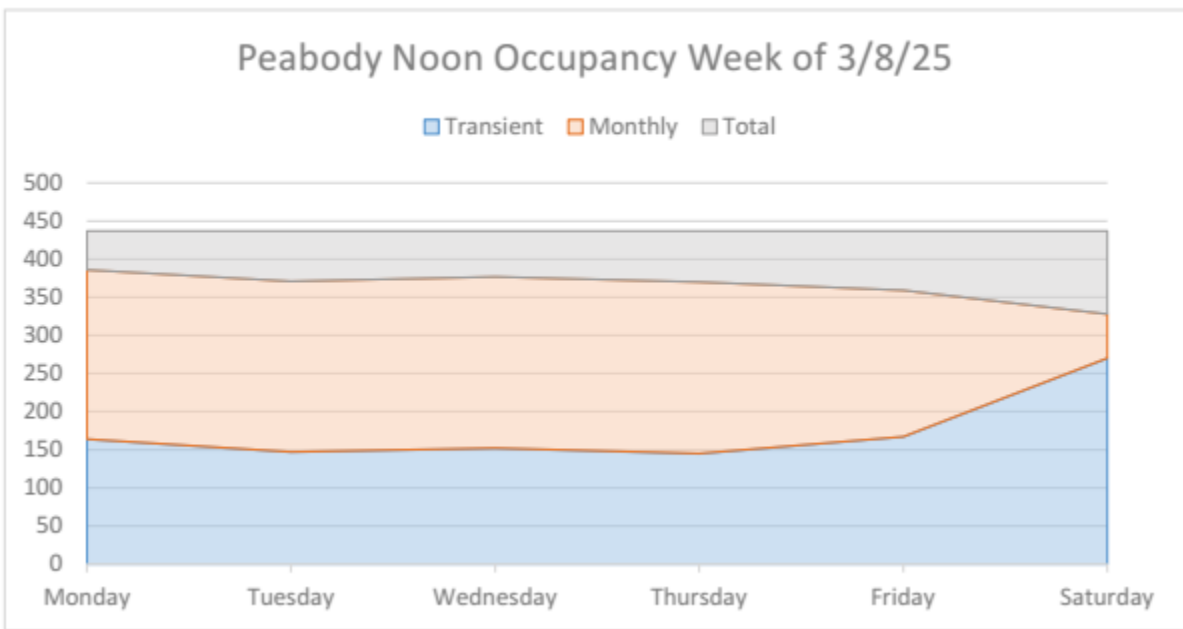
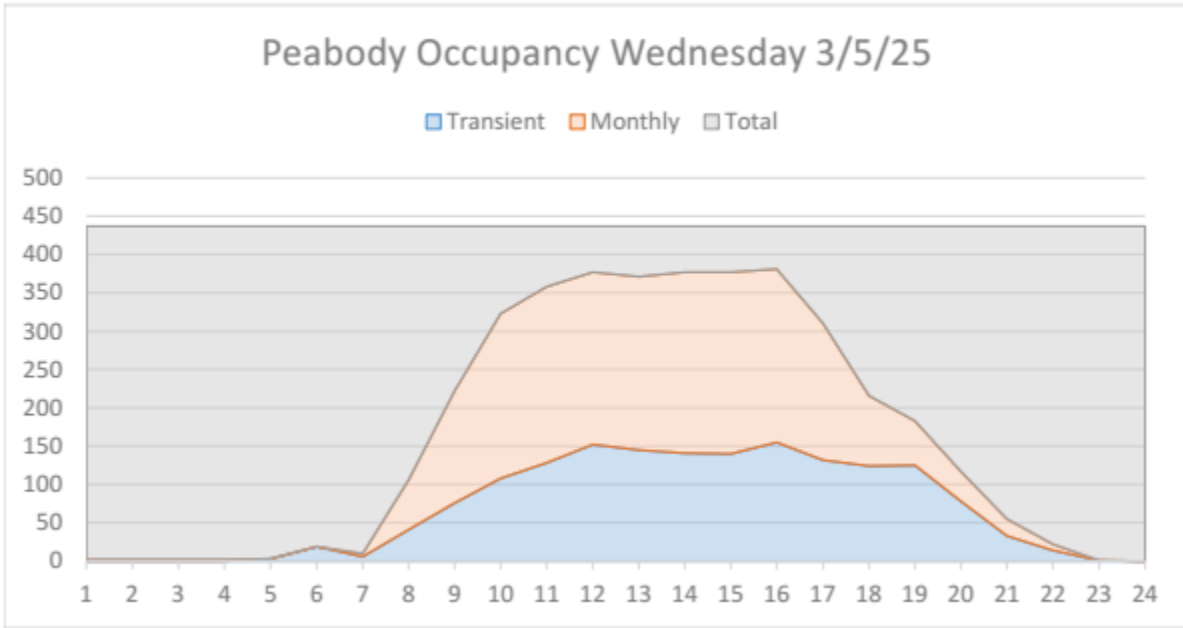
Walking Distance to Pierce Parking Garage from Building



EXHIBIT D

PEABODY PARKING GARAGE

Available Parking Spaces: 437

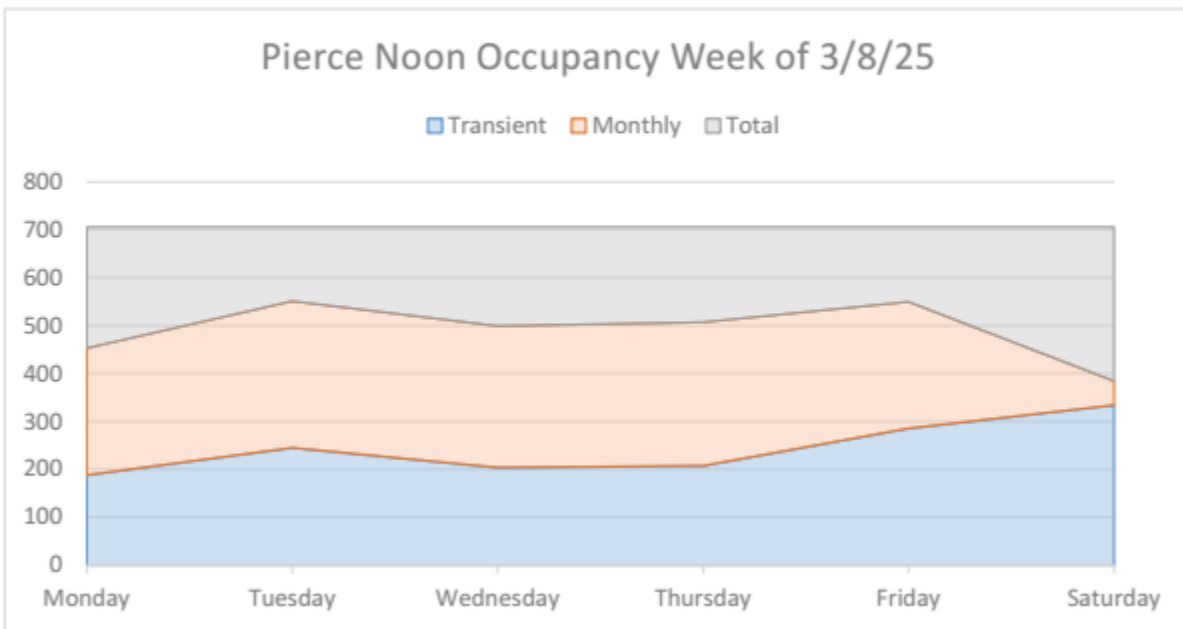
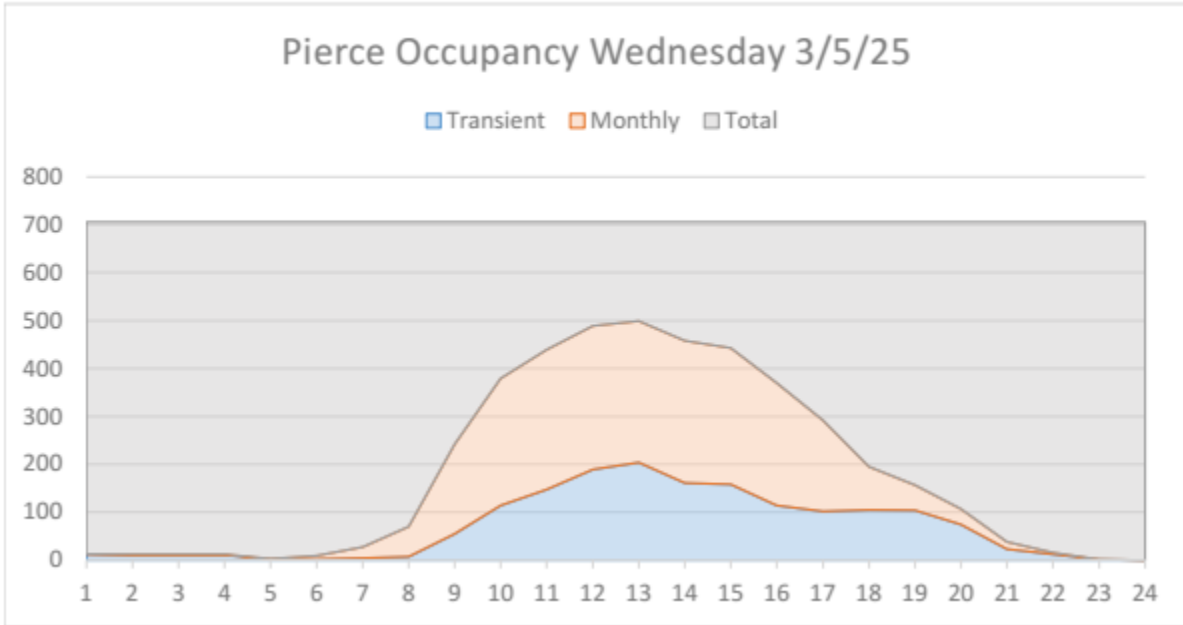


Source: Aaron Ford, Birmingham Parking Systems Manager

EXHIBIT E

PIERCE PARKING GARAGE

Available Parking Spaces: 706



Source: Aaron Ford, Birmingham Parking Systems Manager



MEMORANDUM

Planning Department

DATE: May 28, 2025

TO: Planning Board Members

FROM: Nick Dupuis, Planning Director

SUBJECT: 479 S. Old Woodward – Special Land Use Permit, Final Site Plan & Design Review

The subject site, 479 S. Old Woodward, is located at the south end of Downtown Birmingham in the B3 (Office-Residential) and D4 (Downtown Overlay) zoning districts. The site is currently under construction and is slated to be completed in 2026. The site is directly adjacent to the existing Birmingham Place mixed-use building to the north, and is across Hazel Street from the 555 mixed-use building to the south.

On June 24, 2020 ([Agenda – Minutes](#)), the Planning Board accepted the Community Impact Study and approved the Preliminary Site Plan for a new five story mixed-use building.

On September 23, 2020 ([Agenda – Minutes](#)), the applicant obtained Final Site Plan & Design Review approval from the Planning Board. The approved plans had 50 residential units, two levels of underground parking for residents, and ground level parking for ground level retailers for a total of 84 parking spaces on-site. During the hearing, the applicant indicated they would be applying to be within the Parking Assessment District. The subject property has since been denied such admittance. It was determined that all assessments for public parking structures have been paid and a retroactive fee may not be assessed given the City's 20-year timeline expiration from the initial assessment.

On January 12, 2021 ([Agenda – Minutes](#)), the applicant obtained a variance to allow 7 parking spaces within 20 feet of the ground level building frontage along Hazel Street and to have two loading spaces less than 40 feet long (35 feet) facing Woodward Avenue.

On August 25, 2021 ([Agenda – Minutes](#)), the Planning Board approved a request for a Final Site Plan extension.

On September 28, 2022 ([Agenda – Minutes](#)), the applicant appeared before the Planning Board for a revised Final Site Plan. The applicant indicated they could not construct two levels of

underground parking and revised the site plan to include one level of underground parking and no ground level parking. The revised plans were 74 parking spaces short of the Zoning Ordinance requirement. The Planning Board moved to deny the Final Site Plan by a vote of 4-2.

On November 8, 2022 ([Agenda](#) – [Minutes](#)), the applicant appeared before the Board of Zoning Appeals to request a variance of 74 parking spaces, claiming that they could not structurally provide two levels of underground parking. The applicant's request was denied by a vote of 6-1.

On September 28, 2022 ([Agenda](#) – [Minutes](#)), the applicant appeared before the Planning Board for an ordinance amendment to allow parking requirements of the D4 Overlay zoned properties outside of the former parking assessment districts to be waived through a SLUP. The applicant claimed they could not provide two levels of underground parking to accommodate required off-street parking, and therefore needed a waiver of requirements. The Planning Board recommended approval of the ordinance amendment to the City Commission by a vote of 4-2.

On December 5, 2022 ([Agenda](#) – [Minutes](#)), the applicant appeared before the City Commission for their ordinance amendment to allow parking requirements of D4 Overlay zoned properties outside of the former parking assessment districts to be waived through a SLUP. The City Commission approved the ordinance amendment by a vote of 5-2. Therefore, it is now possible for the applicant to have parking requirements waived by City Commission through the provisions of a SLUP.

On January 25, 2023 ([Agenda](#) – [Minutes](#)), the applicant appeared before the Planning Board for Final Site Plan & SLUP review to request a waiver of 58 parking spaces. The proposed site plan and SLUP included ground level retail and restaurant, office on the second floor, and residential uses on floors three, four, and five. The site plan had one level of underground parking with 37 parking spaces, creating a shortage of 58 spaces. The Planning Board moved to postpone the hearing and requested that the applicant amend the site plans to support a less intensive use and reduce the shortage of parking.

On March 22, 2023 ([Agenda](#) – [Minutes](#)), the Planning Board moved to approve the Final Site Plan and Design Review for a modified site plan that contained retail and restaurant on the first floor, office on the second and third floor, and residential uses on the fourth and fifth floor. In addition, the site plans contained two levels of underground parking that would accommodate 64 spaces with ground level parking containing 12 spaces with 11 lifts, totaling 87 spaces for the site.

On May 9, 2023 ([Agenda](#) – [Minutes](#)), the Board of Zoning Appeals moved to grant a variance of 11 off-street parking spaces. The BZA also tied the variance to the plans.

On March 26, 2025 ([Agenda](#) – [Minutes](#)), the Planning Board reviewed a new Final Site Plan & Design Review application to modify the previously approved floor plans. The newly proposed floor plans would contain commercial/retail uses on floors 1 and 2, office on floors 3 and 4, and residential on the 5th floor. Due to the change in floor plans, the required on-site parking changed considerably. Ultimately, the Planning Board moved to postpone the application seeking clarification regarding the parking strategy and neighboring ownership/access for the potential shared parking strategy that was proposed.

At this time, the applicant has submitted a Special Land Use Permit, Final Site Plan and Design Review application request to continue to seek the modification of the approved floor plans. The proposed floor plans would contain commercial/retail uses on floors 1 and 2, office on floors 3 and 4, and residential on the 5th floor. No other changes would occur to the façade or general site. Due to the change in floor plans, the required on-site parking has changed considerably. As a part of this site plan review, the applicant has submitted a petition seeking a waiver pursuant to Article 3, Section 3.04 (D)(3)(a). A detailed parking analysis is provided in the relevant section below.

1.0 Land Use and Zoning

- 1.1 Existing Land Use – The existing land use is commercial.
- 1.2 Zoning – The subject site exists within the B3 (Office-Residential) and D4 (Downtown Overlay) Zoning Districts.
- 1.3 Summary of Adjacent Land Use and Zoning – The following chart summarizes existing land use and zoning classifications of the adjacent and/or nearby properties:

	North	South	East	West
Existing Land Use	Mixed-Use	Mixed-Use	Commercial	Commercial
Existing Zoning District	B3 (Office-Residential)	B3 (Office-Residential)	B2 (General Business)	B2B (General Business)
Overlay Zoning District	D5	D5	MU5	D2

2.0 Setback, Bulk and Height Requirements

There are **no changes** proposed to the setback, bulk, or height of the building.

3.0 Screening and Landscaping

- 3.1 Dumpster Screening – There are **no changes** proposed to the dumpster conditions on site.
- 3.2 Parking Lot Screening – There are **no changes** proposed to the on-site parking facilities.
- 3.3 Mechanical Equipment Screening – There are **no changes** proposed to the mechanical equipment on site.
- 3.4 Landscaping – There are **no changes** proposed to the landscaping on site.

- 3.5 Streetscape – There are **no changes** proposed to any proposed streetscape elements on site. The Planning Department maintains that the applicant coordinates with City staff to provide the required city standard streetscape elements including street trees, tree grates, street lights, benches and bike racks

4.0 Parking, Loading and Circulation

- 4.1 Parking – The subject site contains a mix of commercial and residential uses that has shifted around a great deal during the different iterations of site plans that have been submitted to the City. The current proposal now contains commercial uses on floors 1-4 and residential units on the 5th floor, which is a departure from the previously approved plans that contained commercial/office uses on floors 1-3 and residential units on the 4th and 5th floors. Overall, the proposed mix of uses is permitted with one important caveat – office use in the D4 zoning district is limited to a maximum of 2 stories when the Planning Board permits a 5th story:

[Article 3, Section 3.04 \(C\)\(9\)](#) – “Office use is limited to one story, except:

- a. In any D3 Zone or D4 Zone, a two-story building dedicated to office use is permissible; and
- b. In a D4 Zone, two stories may be dedicated to office use when the Planning Board permits a fifth story.”

The Planning Department has discussed this provision extensively with the applicant and suggests that the Planning Board require the applicant confirm that they understand the provision above and that the building may only contain two floors of office use at any time.

Similar to previously approved plans, the off-street parking facility for the site is spread across three levels: ground level parking (21 spaces, 10 of which contain lifts that double the capacity), and two underground levels (67 spaces) for a total of 88 off-street parking spaces provided.

[Article 3, section 3.04\(D\)\(5\)](#) states that off-street parking contained in the first story shall not be permitted within 20 feet of any building facade on a frontage line or between the building facade and the frontage line. In January of 2021, the applicant obtained a dimensional variance of 20 feet for the proposed parking spaces along the Hazel Street frontage. Given that a substantial change to the site plan’s location of ground level parking has not been made, the variance still stands.

The Planning Department would like to note that [Article 4, section 4.50\(D\)](#) of the Zoning Ordinance allows developments in the B3 Zoning District to reduce their parking when office, restaurant and residential uses are within the same building:

“Office, Residential and Restaurant Parking: Where there is combined within a single building, an office use, a residential use and a commercial

restaurant, up to 40% of the parking supplied to meet the requirement for office use may also be used to meet the requirement for residential use and up to 30% of the remaining parking requirement for office use may be used to meet the requirement for the commercial restaurant.”

The Planning Department would also like to note that if the applicant wishes to count on-street parking spaces in their parking requirements, they must obtain approval from City Commission to do so.

Below is the parking breakdown for off-street parking requirements from [Article 4, Section 4.46 \(Table A\)](#) of the Zoning Ordinance for the proposed site plan amendment:

479 S. OLD WOODWARD – BIRMINGHAM TOWER			
TABLE A REQUIREMENTS			
Retail/Commercial	1 per 300 sq. ft.	20,906 sq. ft.	70 spaces
Lobby	1 per 550 sq. ft.	526 sq. ft.	1 spaces
Office	1 per 300 sq. ft.	31,695 sq. ft.	106 spaces
Restaurant	1 per 75 sq. ft.	1,047 sq. ft.	14 spaces
Residential	1 per 2 or less rooms	1 units	1 spaces
Residential	1.25 per 3 or more rooms	5 units	6 spaces
<i>TOTAL</i>	-	-	198
MIXED USE PARKING REDUCTIONS FOR B3 ZONE			
Office & Residential	40% reduction of office spaces	106 spaces	-42 spaces
Office, Restaurant & Residential	30% reduction of remaining office spaces	64 spaces	-19 spaces
TOTALS			
Total Required	-	-	137 spaces
Provided On-Site	-	-	88 spaces
On-Street*	-	-	2 spaces
Difference	-	-	-49 spaces
With On-Street*			-47 spaces
*Requires City Commission Approval			

The applicant is required to provide a total of 137 off-street parking spaces for the proposed development. The applicant is proposing 88 parking spaces on-site, therefore creating a shortage of 49 parking spaces.

In addition to the other variances received, the applicant also obtained a variance for 11 parking spaces in 2023, which brought them into conformance with the Zoning Ordinance. Due to the substantial increase in deficient spaces, the variance would no longer apply to this property as a part of this site plan.

As a matter of record, the applicant has previously pursued a Special Land Use Permit (SLUP) for the subject site in order to request that City Commission waive the required parking spaces, but the applicant adjusted their approach mid-application. Such a waiver is enabled by [Article 3, Section 3.04\(D\)\(3\)\(a\)](#) stating the following:

“For all nonresidential uses in the D4 Zone located outside of the former parking assessment district, the off-street parking requirements of Article 4 may be reduced or eliminated under the provisions of a Special Land Use Permit.”

The applicant has indicated that pursuing a waiver of required parking spaces from City Commission through a SLUP is now their preference at this time. As determined during the ordinance amendment process that enabled this waiver, the subject site is the only site that has access to this provision.

In summary, the applicant’s proposed site plan is short 49 off-street parking spaces. In order to resolve the parking shortage, the applicant has suggested that they wish to seek approval from the Planning Board and City Commission to utilize the provision in Article 3, Section 3.04(D)(3)(a) of the Zoning Ordinance to seek a waiver for the full 49-space deficit based on the new use composition of the building.

Should the Planning Board and/or City Commission determine that this is not an appropriate application of the above provision, the applicant would be required to either revise the site plans to provide 137 off-street parking spaces on site or obtain a variance of 49 off-street parking spaces from the Board of Zoning Appeals.

- 4.2 Loading – There are **no changes** proposed to the loading conditions on site. The applicant obtained a variance for two loading spaces less than 40 feet in length in 2021 thereby satisfying the loading requirements. Given that a substantial change to the site plan’s location and/or size of off-street loading facilities has not been made, the variance still stands.
- 4.3 Vehicular Circulation and Access – There are **no changes** proposed to vehicular access to the site. Vehicles will enter the facility via a single curb cut on Hazel, which will provide them access to the ground level and/or lower level parking facilities.

4.4 Pedestrian Circulation and Access – There are **no changes** proposed to pedestrian circulation or access to the site.

5.0 Lighting

There are **no changes** proposed to the lighting conditions on site.

6.0 Design Review

There are **no changes** proposed to the building façade or other design elements on site.

However, it is unclear with the change at the 4th level whether or not the approved balconies will remain as an amenity for the office user, or if they will be removed from the plan. Generally, **the Planning Board should require the applicant to confirm that no changes are being made to the exterior of the building as a part of this proposal.**

7.0 Required Attachments

	Submitted	Not Submitted	Not Required
Existing Conditions Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Detailed and Scaled Site Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certified Land Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interior Floor Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscape Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Photometric Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Colored Elevations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Material Specification Sheets	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Material Samples	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Site & Aerial Photographs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8.0 Approval Criteria

In accordance with Article 7, section 7.27 of the Zoning Ordinance, the proposed plans for development must meet the following conditions:

(1) *The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.*

- **There are no proposed changes to the location, size or height of the building.** The building is being built in accordance with the Zoning Ordinance, which permits zero lot line development. Thus, there is no required open space or landscaping for this development. However, the building fronts three streets and contains glazing and/or balconies for its

users. In addition, the building contains a rooftop amenity for the residential tenants that may be used as open space for recreating.

(2) *The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.*

- **There are no proposed changes to the location, size or height of the building.** The location, size and height of the building conforms with the standards of the Zoning Ordinance and provides neighboring buildings with access to adequate light.

(3) *The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property nor diminish the value thereof.*

- **There are no proposed changes to the location, size or height of the building.** The proposed development will not hinder the reasonable development of adjoining property and should increase the value thereof.

(4) *The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.*

- **There are no proposed changes to the location, size or height of the building.** The site plan contains a single curb cut for vehicular access along Hazel, which is preferred over Old Woodward and Woodward which would create more hazardous conditions. Pedestrians have access to clear and obvious entry points to the building and adequate space to circulate around the building.

(5) *The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.*

- This development will remain compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter. However, the parking deficiency on the site would be considered incompatible and may be detrimental to the surrounding neighborhood.

(6) *The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.*

- This property is not required to provide landscaped open space.

In addition, Article 7, Section 7.36 requires applications for a Special Land Use Permit to meet the following criteria:

(1) *The use is consistent with and will promote the intent and purpose of this Zoning Ordinance.*

- The proposed mixture of commercial/retail, office, and residential uses is consistent with and will promote the intent and purpose of this Zoning Ordinance.

(2) *The use will be compatible with adjacent uses of land, the natural environment, and the capabilities of public services and facilities affected by the land use.*

- Generally, in Birmingham's Downtown, this mixture of uses is compatible with adjacent uses of land and the natural environment of the area. There is a consideration to be had, though, regarding the capabilities of public services and facilities affected by the land use. To be more specific, the shortage of 49 off-street parking spaces will need to be absorbed by the City's parking system. The closest public parking facility, the Park St. Garage is roughly 709 ft. away from door to door. The second closest, the Pierce St. Garage, is roughly 933 ft. away from door to door. Thus, it can reasonably be assumed that the majority of the deficit will be serviced by Birmingham's on-street parking.

(3) The use is consistent with the public health, safety and welfare of the city.

- This use is consistent with the public health, safety and welfare of the city. Similar to the previous standard, mixed-use developments have been long established in Birmingham's Downtown and other commercial areas in the City and is expected to continue.

(4) *The use is in compliance with all other requirements of this Zoning Ordinance.*

- Although the building uses proposed are compatible with the related zoning districts, the requirements for the associated parking requirements of the prospective uses have not been met at this time.

(5) *The use will not be injurious to the surrounding neighborhood.*

- The proposed mix of uses themselves are not expected to be injurious to the surrounding Downtown neighborhood, but the associated parking deficit will likely cause the surrounding area to experience increased parking shortages at certain times of the day.

(6) *The use is in compliance with state and federal statutes.*

- To the best of our knowledge, the uses proposed are in compliance with state and federal statutes at this time.

9.0 Recommendation

Based on a review of the site plan submitted and the approval criteria of Article 7, Sections 7.27 and 7.36, the Planning Department recommends that the Planning Board recommend that the City Commission **DENY** the Special Land Use Permit, Final Site Plan & Design Review application for 479 S. Old Woodward – Birmingham Tower. The Planning Department does not believe that the criteria outlined in sections 7.27 and 7.36 have been met, and considers the parking deficiency too great to be accommodated by the existing public parking system. At this time, there are several outstanding issues related to the site plan:

1. The building may not contain more than 2 floors of office at any time per the requirements of Article 3, Section 3.04 (C)(9) of the Zoning Ordinance;
2. The applicant understands that any changes to the building façade or design must be approved by the Planning Department or Planning Board;
3. The applicant must submit clear written legal evidence in the form of deeds, leases or contracts that establish any shared parking with the Birmingham Place development at 411 S. Old Woodward;
4. The applicant would be required to either (1) revise the site plans to provide 137 off-street parking spaces, (2) seek a Special Land Use Permit and associated waiver for 49 off-street parking spaces or (3) obtain a variance of 49 off-street parking spaces from the Board of Zoning Appeals.

10.0 Sample Motion Language for Special Land Use Permit

Motion to adopt the findings of the Planning Department in the report dated May 28, 2025 related to the approval criteria outlined in Article 7, Section 7.36 of the Zoning Ordinance and recommend that the City Commission **DENY** the Special Land Use Permit application for 479 S. Old Woodward – Birmingham Tower – for the following reasons:

1. _____
2. _____
3. _____

OR

Motion to adopt the findings of the Planning Department in the report dated May 28, 2025 related to the approval criteria outlined in Article 7, Section 7.36 of the Zoning Ordinance and **APPROVE** the Special Land Use Permit application for 479 S. Old Woodward – Birmingham Tower – subject to the following conditions:

1. The building may not contain more than 2 floors of office at any time per the requirements of Article 3, Section 3.04 (C)(9) of the Zoning Ordinance;
2. The applicant understands that any changes to the building façade or design must be approved by the Planning Department or Planning Board;
3. The applicant must comply with the requests of all City Departments; and
4. The applicant understands that site plan approval shall be valid for a period of one year from the date it is granted. Upon request, the appropriate reviewing

body may grant an extension of not in excess of one year to the applicant prior to the expiration date in accordance with Article 7, Section 7.28 of the Zoning Ordinance.

- 5. _____
- 6. _____

OR

Motion to **POSTPONE** the Special Land Use Permit application for 479 S. Old Woodward – Birmingham Tower – pending receipt of the following:

- 1. _____
- 2. _____
- 3. _____

11.0 Sample Motion Language for Final Site Plan & Design Review

Motion to adopt the findings of the Planning Department in the report dated May 28, 2025 related to the approval criteria outlined in Article 7, Section 7.27 of the Zoning Ordinance and recommend that the City Commission **DENY** the Final Site Plan & Design Review application for 479 S. Old Woodward – Birmingham Tower – for the following reasons:

- 1. _____
- 2. _____
- 3. _____

OR

Motion to adopt the findings of the Planning Department in the report dated May 28, 2025 related to the approval criteria outlined in Article 7, Section 7.27 of the Zoning Ordinance and **APPROVE** the Final Site Plan & Design Review application for 479 S. Old Woodward – Birmingham Tower – subject to the following conditions:

- 1. The building may not contain more than 2 floors of office at any time per the requirements of Article 3, Section 3.04 (C)(9) of the Zoning Ordinance;
- 2. The applicant understands that any changes to the building façade or design must be approved by the Planning Department or Planning Board;
- 3. The applicant must comply with the requests of all City Departments; and
- 4. The applicant understands that site plan approval shall be valid for a period of one year from the date it is granted. Upon request, the appropriate reviewing body may grant an extension of not in excess of one year to the applicant prior to the expiration date in accordance with Article 7, Section 7.28 of the Zoning Ordinance.
- 5. _____
- 6. _____

OR

Motion to **POSTPONE** the Final Site Plan & Design Review application for 479 S. Old Woodward – Birmingham Tower – pending receipt of the following:

1. _____
2. _____
3. _____



MEMORANDUM

Engineering Department

DATE: June 4, 2025

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Oakland County 2025 Local Road Improvement Program Grant Agreement for Willits Road, Bates Road, and Chester Street Paving Project

INTRODUCTION:

The City applied for and received \$73,358.00 grant from the Oakland County 2025 Local Road Improvement Program Grant for the Willits and Bates paving project.

BACKGROUND:

Oakland County announced a local government grant opportunity for local road projects on March 18, 2025. The grant has a maximum award to the City of \$73,358.00 and requires a one-to-one local match. The Engineering Department submitted a grant application for Willits and Bates Paving Project #8-25(P) on April 30, 2025.

The City received notification of the grant award from Oakland County on May 27, 2025. The grant requires an agreement between Oakland County and the City and a report at the completion of the project. The plan is to complete the report and spend the grant money by the end of this calendar year.

LEGAL REVIEW:

The City Attorney has reviewed the agreement and the attachment and finds the agreement acceptable.

FISCAL IMPACT:

This project is currently out for bids. The following amounts were budgeted for this project in FY 2024-2025 and the grant award would be placed in the following fund:

Fund Account	Fund ID Number	2024/2025 Budget	Grant Award
Major Street Fund	202.0-449.001-981.0100	\$821,680.00	\$73,358.00
Sewer Fund	590.0-537.000-981.0100	\$40,810.00	
Water Fund	591.0-544.000-981.0100	\$201,210.00	

No amendments to the 2024/2025 fiscal year budget are required to provide a match for this grant.

SUSTAINABILITY:

N/A

DESIGN CONSIDERATIONS:

N/A

PUBLIC COMMUNICATIONS:

Communication with property owners in the project area will occur prior to the start of construction.

SUMMARY:

It is recommended that the City Commission accept the \$73,358.00 Local Road Improvement Program Grant from Oakland County by entering into a contract with Oakland County and authorizing the Mayor to electronically sign the agreement.

ATTACHMENTS:

- Grant Award Letter
- Local Road Improvement Program Cost Participation Agreement

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the Local Road Improvement Program Cost Participation Agreement between Oakland County and the City of Birmingham. In addition, to authorize the Mayor to sign the agreement on behalf of the City. Funding for this project has been budgeted in accounts 202.0-449.001-981.0100, 590.0-537.000-981.0100, and 591.0-544.000-981.0100.



BOARD OF COMMISSIONERS

(248) 858-0100 | boc@oakgov.com

May 27, 2025

Greetings,

We are pleased to inform you that the Board of Commissioners has approved your application for funding under the 2025 Local Road Improvement Program. Poor conditions on our roads create an impediment to the economic development of our community and diminish the excellent quality of life our residents expect. Oakland County is proud to be a partner with your local government to provide much needed investment in our local transportation infrastructure.

For execution, you will receive a separate email requesting a digital signature on your Cost Participation Agreement. This email will come from JoAnn Stringfellow/Oakland County eSign at the email address: adobesign@adobesign.com. If you are not the designated signer, please click the “**DELEGATE**” link in the email and enter the name and email address of the appropriate individual. Following approval by your governing authority as applicable, and execution of the agreement, please electronically sign the agreement. If you require additional signature lines, please email aubrya@oakgov.com. All signers will automatically receive a digital sealed copy of the executed document for your records.

After you receive the digital sealed and executed agreement, you can invoice our office as instructed in the agreement for payment. Emailed invoices are preferred. Upon project completion, a report should be submitted to verify the funds were used in accordance with the terms of the agreement.

If you have any questions regarding the program or agreement, please feel to contact Amy Aubry, Senior Analyst of the Board of Commissioners, at 248-425-7056 or aubrya@oakgov.com.

Sincerely,

The Oakland County Board of Commissioners



LOCAL ROAD IMPROVEMENT PROGRAM

COST PARTICIPATION AGREEMENT

Repaving on Willits Road, Bates Road, and Chester Street

City of Birmingham

Board Project No. 2025-05

This Agreement, made and entered into this date, _____, by and between the Board of Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Birmingham, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD has established the Local Road Improvement Matching Fund Program, hereinafter the PROGRAM, for the purposes of improving economic development in Oakland County cities and villages. The terms and policies of the PROGRAM are contained in Attachment A. The BOARD intends the PROGRAM to assist its municipalities by offering limited funds, from state statutory revenue sharing funds, for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages; and

WHEREAS, the BOARD shall participate in a city or village road project in an amount not exceeding 50% of the cost of the road improvement, hereinafter referred to as the PROJECT, and also not exceeding the Preliminary Distribution Formula as it relates to the COMMUNITY, (Attachment B); and

WHEREAS, the COMMUNITY has identified the PROJECT as the Repaving on Willits Road, Bates Road, and Chester Street, which improvements involve roads under the jurisdiction of and within the COMMUNITY and are not under the jurisdiction of the Road Commission for Oakland County or state trunk lines; and

WHEREAS, the COMMUNITY has acknowledged and agreed to the BOARD's policies regarding the PROGRAM, Attachment A, including the provisions requiring reimbursement of unspent funds, and further acknowledge and agree that the PROJECT's purpose is to encourage and assist businesses to locate and expand within Oakland County and shall submit a report to the BOARD identifying the effect of the PROJECT on businesses in the COMMUNITY at the completion of the PROJECT. In addition, the COMMUNITY acknowledges that the program is meant to supplement and not replace funding for existing road programs or projects; and

WHEREAS, the COMMUNITY has acknowledged and agreed that the PROGRAM is expressly established as an annual program and there is no guarantee that the PROGRAM will be continued from year to year. The BOARD anticipates that most PROJECTS funded under the PROGRAM will be completed by the end of calendar year 2025. There is no obligation on behalf

of the BOARD to fund either the PROJECT or the PROGRAM in the future; and

WHEREAS the COMMUNITY has acknowledged and agreed that the COMMUNITY shall assume any and all responsibilities and liabilities arising out of the administration of the PROJECT and that Oakland County shares no such responsibilities in administering the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$1,063,700.00; and

WHEREAS, said PROJECT involves certain designated and approved Local Road Improvement Matching Funds in an amount not to exceed \$73,358.00, which amount shall be paid to the COMMUNITY by the BOARD; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law and BOARD resolution(s), it is hereby agreed between the COMMUNITY and the BOARD that:

1. The BOARD approves of the PROJECT, and in reliance upon the acknowledgements of the COMMUNITY, including the COMMUNITY'S adherence to the BOARD'S policies as expressed in Attachment A, and hereby finds that the PROJECT meets the purpose of the PROGRAM.

2. The BOARD approves of a total funding amount under the PROGRAM for the PROJECT in an amount not to exceed \$73,358.00. The COMMUNITY shall submit an invoice to the COUNTY in an amount not to exceed \$73,358.00.

a. The Invoice shall be sent to:

Amy Aubry, Senior Analyst
Board of Commissioners
1200 N. Telegraph, Bldg 12E
Pontiac, MI 48341
aubrya@oakgov.com

3. Upon receipt of said invoice and upon execution of this Agreement, the BOARD shall pay the COMMUNITY in an amount not to exceed \$73,358.00 from funds available in the PROGRAM.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

OAKLAND COUNTY BOARD OF COMMISSIONERS

By: _____
David T. Woodward

Its: Chair _____

COMMUNITY

By: _____

Its: _____

COMMUNITY

By: _____

Its: _____

LOCAL ROAD IMPROVEMENT PROGRAM POLICY**STATEMENT OF PURPOSE**

Oakland County Government recognizes that Michigan law places the primary responsibility for road funding on the State and non-county local units of government. However, the County also recognizes that the law does permit a limited, discretionary role for the County in assisting a road commission and local units within a county by supporting some road maintenance and improvement efforts.

Accordingly, for many years Oakland County has voluntarily provided limited assistance to its cities, villages and townships (CVT's) and to the Road Commission of Oakland County (RCOC) by investing in a discretionary Tri-Party Road Program. Authorized under Michigan law, the County's tri-party funding contributions primarily facilitate safety improvement projects on CVT roads under the jurisdiction of the RCOC. By law, tri-party funds cannot be used to fund projects on roads solely under the jurisdiction of CVT's.

Recognizing a continuing need to better maintain local CVT streets and roads, yet being ever mindful of the County's limited responsibility for and jurisdiction over non-County roads and streets, Oakland County Government is continuing the success of the pilot program launched in 2016 that was more flexible than the current Tri-Party Road Program; one that allowed Oakland County to assist its cities and villages with maintenance and safety projects on non-County roads.

Not being the funding responsibility of County government, local CVT roads generally cannot be maintained or improved using County funds because doing so would be considered to be the "gifting" of County resources. However laudable the purpose, Michigan law generally forbids the gifting of government resources. To avoid application of the constitutionally-based gifting restriction, the state legislature must, and in this arena has, determined that a public benefit results from a taxpayer investment, one that provides a *quid pro quo* sufficient to avoid application of the gifting prohibition. Here, the legislature has determined that the economic development benefit presumed to accrue to a county as a result of local street and road investments can provide a sufficient *quid pro quo* to county taxpayers justifying a discretionary county investment in a non-county road, a benefit that constitutes a fair exchange for value and not a gift.

This legislative determination is set forth in 1985 P.A. 9, which amended 1913 P.A. 380, by adding a new section 2, which in pertinent part provides:

"(1) ...A county may grant or loan funds to a township, village or city located within that county for the purpose of encouraging and assisting businesses to locate and expand within the county...

(2) A loan or grant made under subsection (1) may be used for local public improvements or to encourage and assist businesses in locating or expanding in this state, to preserve jobs in this state, to encourage investment in the communities in this state, or for other public purposes."

Communities that wish to attract, retain and grow businesses, retain jobs and encourage community investment, needs a safely maintained road infrastructure. This road infrastructure must include both residential and commercial roads as workers and consumers need to get to and from work, shopping, schools and recreation. In a fiscally prudent and limited manner, the

County wishes to help its cities and villages accomplish this through its Local Road Improvement Matching Fund Program, commonly known as the Local Road Improvement Program (LRIP).

Any such program must be mindful of the limits imposed under Public Act 9. One important restriction Public Act 9 imposed on grants or loans made pursuant to Subsection 2 of the Act is the mandate that, "A grant or loan under this Subsection shall not be derived from ad valorem taxes except for ad valorem taxes approved by a vote of the people for economic development." This means that funding for an expanded local road assistance program cannot utilize proceeds from any of Oakland County's ad valorem tax levies since no levy has been approved by voters specifically for economic development.

Given this limitation, it appears that the state statutory revenue sharing appropriated to the County can provide a non-ad valorem source of funds that legally can be used to support the program. Competition for those funds, which are limited in amount, is fierce and their yearly availability is subject to the state legislative process. In the recent past, the State stripped all of those funds away from Michigan counties. Understanding that reality, it shall be the policy of the Oakland County Board of Commissioners that the Board shall not appropriate any County funds for a local road improvement matching fund program for non-County roads in any year where the State of Michigan fails to appropriate statutory revenue sharing funds to Oakland County in an amount sufficient to allow the County to first prudently address its core functions.

Act 9 imposes additional conditions on grants and loans. These include requirements that the loan or grant shall be administered within an established application process for proposals; that any grant or loan shall be made at a public hearing of the county board of commissioners and that the Board shall require a report to the county board of commissioners regarding the activities of the recipient and a report as to the degree to which the recipient has met the stated public purpose of the funding.

Understanding all of the above, the Oakland County Board of Commissioners hereby establishes the following Local Road Improvement Matching Fund Program:

PROGRAM SUMMARY

The Board of Commissioners established a Pilot Local Road Improvement Matching Fund Program through Miscellaneous Resolution #16103 for the purposes of improving economic development in Oakland County cities and villages. The County intends to continue this Program to assist its municipalities by offering limited matching funds for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages.

A city or village participating in the Local Road Improvement Matching Fund Program shall match any fund authorized by the Board of Commissioners in an amount equal to a minimum of 50% of the cost of the total project award. County participation shall be limited to a maximum of 50% of the cost of the total project budget. Funding shall be utilized to supplement and enhance local road maintenance and improvement programs. Funding is not intended to replace existing budgeted local road programs or to replace funding already committed to road improvements.

PROJECT GUIDELINES

Program funding shall be utilized solely for the purposes of road improvements to roads under the jurisdiction of local cities and villages. Road improvements may include, but not be limited to, paving, resurfacing, lane additions or lengthening, bridges, or drainage as such improvements relate to road safety, structure or relieving congestion.

Program funding:

- **May** be utilized to supplement a local government's matched funding for the purposes of receiving additional federal transportation funding;
- **May not** be utilized to fulfill a local government's responsibility to fund improvements to state trunklines;
- **Shall be limited to** real capital improvements to roadways and shall not be utilized for other purposes, such as administrative expenses, personnel, consultants or other similar purposes;
- **Shall not be** utilized for non-motorized improvements, unless these improvements are included in a project plan for major improvements to a motorized roadway;
- **Shall be** utilized for projects that will result in a measurable improvement in the development of the local economy and contribute to business growth. Recipients shall be responsible for providing an outline of the economic benefits of the project prior to approval and for reporting to the Board of Commissioners after the completion of the project on the benefits achieved as a result of the projects.

ADMINISTRATION

Local Road Improvement Matching Fund Program projects may be appropriated by the Board of Commissioners in compliance with the County budget process. The amount of funds to be dedicated for the Program shall be determined by the Board of Commissioners on an annual basis. Program funding may be reduced or eliminated based upon the ability of the County government to meet primary constitutional and statutory duties. The Board of Commissioners expressly reserves the right to adjust the County matching funds share at any time based upon County budget needs.

In accordance with MCL 123.872, funds dedicated to the Local Road Improvement Matching Fund Program shall not be derived from ad valorem tax revenues. Program funding shall be limited to funds derived from the County's distribution from the Michigan General Revenue Sharing Act. Reduction or elimination of the County's distribution of revenue sharing funds may result in the elimination or suspension of the program.

Funding availability shall be distributed based upon a formula updated annually. The formula will consist of:

1. A percentage derived from the number of certified local major street miles in each city and village divided by aggregate total of certified local major street miles of all cities and villages in the County.
2. A percentage derived from the population of each city and village as determined by the last decennial census conducted by the U.S. Census Bureau divided by the aggregate total population of cities and villages in the County.

3. A percentage derived from the three-year rolling total of the number of crashes on city and village major local streets divided by the aggregate three-year rolling crash numbers for all city and village major local streets, using the most recent data available. The crash data will be supplied by the South East Michigan Council of Governments (SEMCOG).

Each city and village's percentage allocation shall be determined by adding each factor percentage and dividing that total by three. The amount of funds available for match shall be determined by the total amount of funds allocated by the Board of Commissioners added to an equal amount representing the match provided by local cities and villages.

The Chair of the Board of Commissioners shall establish a Special Committee on the Local Road Improvement Program. This Special Committee shall consist of three members, with two members representing the majority caucus and one member representing the minority caucus. It shall be the responsibility of the Special Committee to direct the administration of this program, receive applications for program funding, and make recommendations of acceptance to the Board of Commissioners. The Special Committee may consult with County departments, staff, the South East Michigan Council of Governments (SEMCOG), and the Road Commission for Oakland County in the conduct of its business.

DISBURSEMENT

The Special Committee shall forward recommendations for approval of Local Road Improvement Program projects to the Chair of the Board of Commissioners. This recommendation shall include a cost participation agreement between the County and participating municipality. Minimally, cost participation agreements shall include: responsibility for administering the project, the project location, purpose, scope, estimated costs including supporting detail, provisions ensuring compliance with project guidelines, as well as disbursement eligibility requirements. The cost participation agreement shall also require the maintenance of supporting documentation to ensure compliance with the following provisions:

1. All supporting documentation for project expenditures reimbursed with appropriated funding shall be maintained a minimum of seven years from the date of final reimbursement for actual expenditures incurred.
2. The Oakland County Auditing Division reserves the right to audit all project expenditures reimbursed through the program.
3. The participating community understands and agrees that if it does not expend the entire Cost Participation Award under this Agreement on approved projects, then the remainder will be reimbursed to the County. The amount of any remainder shall be determined upon cancellation or completion of the approved project. Reimbursable funds shall be returned to the County within 90 days of such determination that the project has been cancelled, or the entire award has not been spent upon project completion.
4. In any case where the participating community is required to return money to the County under this Agreement, the participating community agrees that the County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other funds of the participating community that are in the County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by the County shall be deemed a voluntary assignment of that amount by the participating community to the County. The participating

community waives any claims against the County or its officials for any acts related specifically to the County offsetting or retaining such amounts. This paragraph shall not limit the participating community's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Agreement.

5. Nothing in this Section shall operate to limit the County's right to exercise any other legal rights or remedies under this Agreement or at law to secure reimbursement of funds which are due should they not be used by the participating community for the approved projects in the time frame set forth above. If the County pursues any legal action in any court against the participating community to secure repayment of unused funds, the participating community agrees to pay all costs and expenses incurred by the County, including court costs and attorney fees.

Upon receipt of recommendation of project approval from the Special Committee, the County Commissioner or Commissioners representing the area included in the proposed project may introduce a resolution authorizing approval of the project and the release of funds. Resolutions shall be forwarded to the Economic Development and Infrastructure Committee of the Board of Commissioners, who shall review and issue a recommendation to the Board on the adoption of the resolution. A public hearing shall be scheduled before the Board of Commissioners prior to consideration of final approval of the resolution.

The deadline for projects to be submitted for consideration shall be established by the Special Committee. The Special Committee may work with participating municipalities to develop a plan for projects that exceed that municipality's annual allocation amount. This may include a limited plan to rollover that municipality's allocation for a period of years until enough funding availability has accrued to complete the project, subject to funding availability.

Upon completion of project plans and execution of the cost participation agreement by the County and governing authority of the local municipality, the participating municipality shall submit an invoice in accordance with the terms and conditions included in the agreement. The Oakland County Department of Management and Budget Fiscal Services Division shall process payments in accordance with policies and procedures as set forth by the Department of Management and Budget and the Oakland County Treasurer.

In the event an eligible local unit of government chooses not to participate in the Local Road Improvement Program, or an approved project is cancelled, any previously undistributed allocated funding may be reallocated to all participating local units of government at the discretion of the Local Road Improvement Program Special Committee.

At the completion of each project, the participating local government shall provide a report to the Board of Commissioners regarding the activities of the recipient and the degree to which the recipient has met the stated public purpose of the funding as required by MCL 123.872.



MEMORANDUM

Department of Public Services

DATE: June 4, 2025

TO: Jana Ecker, City Manager

FROM: Brendan McGaughey, Parks and Forestry Foreman
Scott Zielinski, Director of Public Services

SUBJECT: 2025 Spring Tree Purchase and Plant

INTRODUCTION:

Twice a year, the City of Birmingham plants trees in residential and major street rights-of-ways and parks as part of our tree replacement program. The tree replacement program is publicly bid in the spring and fall for each planting. Sealed bids were opened on Tuesday, May 20, 2025 to select the contractor to provide and plant two hundred and eight (208) trees for the City. The increase in quantity of trees directly correlates with the increasing numbers of storm damaged trees requiring removal over the past few years, as mentioned in the Forestry Quarterly Update in the October 2024 City Manager’s Report. The Request for Proposals (RFP) was entered into the Michigan Inter-Governmental Trade Network (MITN) purchasing system.

BACKGROUND:

The spring tree purchase and planting project will include providing all trees, planting, topsoil, mulch, stakes and necessary pruning for proper installation. The property owner adjacent to the right-of-way space with the newly planted tree is responsible for watering it. The City provides flyers which detail watering requirements and answers frequently asked questions. The trees come with a 2-year warranty. The majority of the planting will occur in the right-of-way of residential streets and in City parks.

Two (2) bidders responded to the request for proposals. The result of the sealed bids follows in the table below:

Bidder	Base Bid	Deviations?
Birmingham Lawn	\$289,225.00	Yes, size and cultivar
KLM Landscape	\$111,438.00	No

KLM Landscape is the lowest bidder for this project. They have completed several successful planting projects for the City and are able to supply the trees and perform all work as requested.

LEGAL REVIEW:

The City Attorney has completed a review of this contract agreement and approved with signature.

FISCAL IMPACT:

This project was included in the FY 2024-2025 budget. Funds are available from the following accounts:

- \$22,287.60 from the Major Streets-Operating Supplies (202.0-449.005-729.0000)
- \$22,287.60 from the Local Streets-Operating Supplies (203.0-449.005-729.0000)
- \$22,287.60 from the Major Streets-Forestry Service Contractual Services (202.0-449.005-819.0000)
- \$22,287.60 from the Local Streets-Forestry Service Contractual Services (203.0-449.005-819.0000)
- \$22,287.60 from the Parks-Forestry Services (101.0-751.000-819.0000)

Due to the increased demand for storm damage replacement trees and current pricing, the City budgeted additional funds in these accounts during fourth quarter budget projections to continue replacement of trees in large quantities.

PUBLIC COMMUNICATIONS:

The department of Public Services (DPS) mails a postcard to all residential addresses receiving a tree as part of the spring or fall planting program. The postcard informs them they will be receiving a tree and provides details regarding the upcoming planting project. Following tree planting, a door hanger is provided at the residence with tree care instructions watering requirements.

SUSTAINABILITY:

The City's forestry department replants trees wherever they have been removed and/or when there is adequate spacing in the easement using the "right tree, right place" method and with a focus on species diversity (native when possible). Existing overhead and underground utilities are also taken into account as well as other standard urban forestry practices such as appropriate spacing from other trees, signs, light poles, structures and crosswalks.

The City utilizes proven methods in the urban forestry industry to achieve a healthy, safe and sustainable urban forest that provides numerous environmental and health benefits that can be enjoyed for years to come. The City added approximately 200 trees to the removal list because of storm damage in 2024 alone, the majority of which were also on the City's prohibited species list. The removal of prohibited tree species and the removal of diseased or dying trees that present a hazard to the public and their replacement with healthy, safe and approved species are critical components in achieving a sustainable urban forest.

DESIGN CONSIDERATIONS:

The City selects trees from the approved species list (separated into large, medium and small categories based on height and width at maturity) with considerations for sustainability and

planting location. Growth habits are considered when selecting species, taking into account many factors such as the size of the right-of-way, spacing from other trees, driveway approaches, signs, and overhead and underground utilities.

SUMMARY:

Increased storm activity in recent years, especially 2024, has led to an increased number of tree removals and the need for replacement trees. In addition, the removal of large trees can create enough space for replacement with more than one tree, which the City does whenever feasible. In the spring and fall of each year, the City plants trees in residential and major street rights-of-ways and parks as part of our tree replacement program. The tree replacement program is publicly bid for each planting. The RFP requires bidders to provide references, completed projects similar in scope, size and purpose, and a written plan/timeline for the project.

After reviewing all submitted materials, the Department of Public Services recommends awarding the 2025 Spring Tree Purchase and Plant project to KLM Landscape, who have previously successfully completed several tree planting projects for the City. KLM Landscape was also the lowest bidder for the project. This project consists of planting 208 trees averaging approximately \$535 per tree installed. This pricing is consistent with pricing for past planting projects.

ATTACHMENTS:

- Agreement signed by KLM Landscape, required Insurance Certificate, Bidder's Agreement, Cost Proposal, and Iran Sanctions Act Vendor Certification Form

SUGGESTED ACTION:

Make a motion adopting a resolution to award the 2025 Spring Tree Purchase and Plant project for 208 trees to be installed by KLM Landscape, for a total cost of \$111,438.00 paid from the following accounts:

- \$22,287.60 from the Major Streets-Operating Supplies (202.0-449.005-729.0000)
- \$22,287.60 from the Local Streets-Operating Supplies (203.0-449.005-729.0000)
- \$22,287.60 from the Major Streets-Forestry Service Contractual Services (202.0-449.005-819.0000)
- \$22,287.60 from the Local Streets-Forestry Service Contractual Services (203.0-449.005-819.0000)
- \$22,287.60 from the Parks-Forestry Services (101.1-751.000-729.0000)

Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

AGREEMENT OF 2025 Spring Tree Purchase and Plant

THIS AGREEMENT is entered into this ___ day of _____, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin St, Birmingham, MI 48009 (hereinafter referred to as the City) and KLM Landscape, Michigan LLC, whose address is 70570 Powell Rd, Armada, MI 48005 (hereafter referred to as Contractor) and the foregoing shall collectively be referred to as the parties, and effective upon the date of the Mayor's signature.

WHEREAS, the City desires installation of two hundred and eight (208) trees in various street right-of-ways and parks, and in connection therewith has requested proposals for tree purchase and planting; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform the purchase and installation of two hundred and eight (208) trees in various City street right-of-ways and parks.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Proposal for 2025 Spring Tree Purchase and Plant, dated May 9, 2025, which includes installation of two hundred and eight (208) trees in various street right-of-ways and parks, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. TERM: This Agreement shall have a warranty term of (2) years from the time the last tree is installed. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to all trees planted. by the Contractor through such date.

3. TERMS OF PAYMENT: The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

4. PERSONNEL: Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. INSURANCE SUBMISSION REQUIREMENTS: The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts

at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractor acceptance of the terms of this Agreement.

6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The Contractor that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. INDEPENDENT CONTRACTOR: The Contractor and the City agree that the Contractor is acting as an independent contractor with respect to the Contractor role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. COMPLIANCE WITH LAWS: Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees

and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Contractor including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

11. STANDARD INSURANCE REQUIREMENTS:

The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage.

Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of \$1,000,000, per occurrence preferred, but claims made accepted.

E. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

F. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

G. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

H. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Scott Zielinski

Contractor:
KLM Scape & Snow dba KLM Landscape, LLC
70570 Powell Rd
Armada, MI 48005
Attn: Kirk Knoblock

13. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

14. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

15. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

16. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

17. FAILURE TO PERFORM. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

18. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both

parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

19. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated May 15, 2025, to the City's Request for Proposals dated May 9, 2025 (attached hereto as Attachment "A"). In the event of a conflict in any of the terms of this Agreement and the Contractor's May 15, 2025 response, the terms of this Agreement shall prevail.

20. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

CONTRACTOR:

By: [Signature]
Its: OWNER

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 22nd day of May, 2025, before me personally appeared Kirk Knobloch who acknowledged that with authority on behalf of KLM Landscape to do so he/she signed this Agreement.

Nicole Colon

Notary Public
Oakland County, Michigan
Acting in Macomb County, Michigan
My commission expires: 5/16/31


NICOLE COLON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires May 16, 2031
Acting in the County of macomb

CITY OF BIRMINGHAM:


By: _____
Therese Longe, Mayor
Date: _____

By: _____
Alexandria D. Bingham, City Clerk

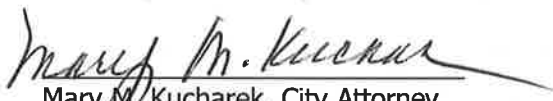
APPROVED:




Jana L. Ecker, City Manager
(Approved as to substance)



Scott D. Zielinski, PE, Director of Public
Services
(Approved as to substance)



Mary M. Kucharek, City Attorney
(Approved as to form)



Mary J. Chavez, Finance Director
(Approved as to Financial Obligation)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2025

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

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

PRODUCER Allied Insurance Managers Inc. 1055 South Blvd. East Suite #110 Rochester Hills MI 48307	CONTACT NAME: Jordan Misze PHONE (A/C No. Ext): (248)853-0930 E-MAIL ADDRESS: jmisze@alliedinsmgr.com		FAX (A/C, No): (248)853-1512
	INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance		NAIC # 12572
INSURED KLM SCAPE & SNOW, LLC DBA KLM LANDSCAPE KLM LANDSCAPE SUP 70570 POWELL RD ARMADA MI 48005-4009	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 25/26 Master

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Additional Insured <input checked="" type="checkbox"/> WOS & P&NC GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		s 2623472	1/11/2025	1/11/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			s 2623472	1/11/2025	1/11/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Hired Auto Phys. Damage per loss	\$ 75,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			s 2623472	1/11/2025	1/11/2026	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	wc 9137777	1/11/2025	1/11/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Leased & Rented			s 2623472	1/11/2025	1/11/2026	Limit	200,000

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

The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commission and/or authorities and board members, including employees and volunteers thereof are named as additional insured with respect to the General Liability coverage, pertaining to work and/or services performed by the named insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Birmingham 151 Martin Street Birmingham, MI 48009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Chris Beardslee/JWM 
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ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
<ul style="list-style-type: none"> • Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits 	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

40000FS 2623472 276

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ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if **(a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss**, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a)** Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b)** At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6)** Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE**.

B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**SECTION II — WHO IS AN INSURED — Amendments
Not-for-Profit Organization Members**

The following paragraph is added to **SECTION II — WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:
1. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**
 - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

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

With respect to Paragraphs **2.b.** through **2.d.**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- B.** The insurance coverage afforded to the additional insureds in this coverage extension:
 - 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
 - 2. Only applies to the extent permitted by law; and
 - 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition **14**. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or
 - b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**
2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition **17**. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition **5**. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

PRIMARY AND NONCONTRIBUTORY — OTHER INSURANCE CONDITION

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

40000FS 2623472 266

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: s 2623472

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

ALL CONSTRUCTION PROJECTS OF YOURS AND LOCATIONS AT WHICH YOU ARE PERFORMING SERVICE WORK FOR WHICH COVERAGE IS PROVIDED UNDER THIS POLICY.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

40000FS 2623472 234

- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION III — Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

WC 00 03 13
WAIVER OF OUR RIGHT TO
RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ at 12:01 A.M., standard time, forms a part of

(DATE)

Policy No. **wc 9137777**

Endorsement No. _____

Premium (if any) \$ _____

of the

(NAME OF INSURANCE COMPANY)

issued to

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

Any party for whom you have agreed via written contract to waive subrogation prior to any loss.

This waiver is not applicable in any jurisdiction where prohibited by statute or regulation.

40000FWC 9137777682

Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY
CG 79 88 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BLANKET ADDITIONAL INSUREDS

1. Ongoing Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

If the written contract, written agreement, or written permit requires the additional insured be added with respect to liability arising out of your ongoing operations, or requires coverage for the additional insured to be included by the use of ISO's Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10-01 edition or its equivalent, such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, or requires coverage for the additional insured to be included by the use of ISO's Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07-04 (or subsequent edition or its equivalent), then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

2. Completed Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

- a. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

If the written contract, written agreement, or written permit requires the additional insured be added with respect to liability arising out of “your work” performed under that contract, agreement, or permit and included in the “products-completed operations hazard”, or requires coverage for the additional insured to be included by the use of ISO’s Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10-01 edition or its equivalent, such person or organization is an additional insured only with respect to their liability arising out of “your work” performed under that contract, agreement, or permit and included in the “products-completed operations hazard”.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of “your work” performed under that contract, agreement, or permit and included in the “products-completed operations hazard”, or requires coverage for the additional insured to be included by the use of ISO’s Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07-04 (or subsequent) edition or its equivalent, then such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by “your work” performed under that contract, agreement, or permit and included in the “products-completed operations hazard”.

3. The insurance afforded to the additional insureds in Paragraphs 1. and 2. above:
 - a. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the “bodily injury”, “property damage” or “personal and advertising injury”;
 - b. Only applies to the extent permitted by law; and
 - c. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

4. Exclusions

- a. With respect to the insurance afforded to additional insureds under **a. Ongoing Operations** the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- b. With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations**, the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

“Bodily injury”, “property damage”, or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

5. Conditions

With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations** the following is added to Paragraph 4. **Other Insurance**, **a. Primary Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and

- b. You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

B. PROPERTY DAMAGE CARE, CUSTODY OR CONTROL

- 1. The following is added to **Exclusion j.** under **SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs **(4)** and **(5)** of this exclusion do not apply for the limited purpose of providing the coverage and sub-limits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages because of “property damage” to:

- a. Personal property, including keys, in the care, custody or control of an insured; and
- b. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations.

The most we will pay under **a.** and **b.** above in any one “occurrence” or for all damages during any one policy period is a sub-limit of \$100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any “suit” for damages under **a.** and **b.** above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

- 2. With respect this provision only, the following is added to Definition **17.** under **SECTION V — DEFINITIONS:**

“Property damage” also includes adjustment of locks to fit new keys or the cost of new locks, including their installation, when replacing keys covered in Paragraph **1.(a)** above provided that such “property damage” is not a result of any dishonest act on the part of any insured, or the insured’s employees or agents, whether acting alone or in collusion.

C. OTHER INSURANCE AMENDMENT — SUPPLEMENTAL COVERAGE FOR INSURED’S INVOLVEMENT IN A CONTROLLED (WRAP-UP) INSURANCE PROGRAM

- 1. The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other Insurance b. Excess Insurance (1)(a):**

(v) That is covered by a “controlled (wrap-up) insurance program” in which you are enrolled for your ongoing operations or operations included within the “products-completed operations hazard”, unless such “controlled (wrap-up) insurance program” is specifically excluded from coverage on this policy.

- 2. The following is added to **SECTION V — DEFINITIONS:**

“Controlled (wrap-up) insurance program” means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

D. FELLOW EMPLOYEE EXTENSION

Under **SECTION II — WHO IS AN INSURED** Paragraphs **2.a.** and **2.a. (1)** are replaced by the following:

- a. Your “volunteer workers” only while performing duties related to the conduct of your business, or your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” or “volunteer workers” are insureds for “bodily injury” or “personal and advertising injury” arising out of his or her providing or failing to provide professional health care services.

With respect to this provision only, Subparagraph **(1)** of Exclusion **2. e. Employer’s Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

E. CONTRACTUAL LIABILITY (RAILROADS)

Definition 9. under **SECTION V — DEFINITIONS** is amended as follows:

1. Paragraph **c.** is deleted in its entirety and replaced by the following:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** is deleted in its entirety.

F. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)

If it is required in a written contract, written agreement or written permit with the insured that any contractual liability exclusion for personal injury be removed from the policy, then Exclusion **e. Contractual Liability** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced by the following:

e. Contractual Liability

“Personal and advertising Injury” for which the insured has assumed liability in a contract or agreement arising out of an “advertisement”. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement”.

G. WAIVER OF GOVERNMENTAL IMMUNITY

We will waive, both in the adjustment of claims and in the defense of “suits” against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

H. DAMAGE TO PREMISES RENTED TO YOU

The Limit of Insurance for Damage To Premises Rented To You is increased to \$1,000,000.



MEMORANDUM

Planning Department

DATE: May 30, 2025

TO: Jana L. Ecker, City Manager

FROM: Leah Blizinski, City Planner

SUBJECT: Public Hearing for 280 E. Lincoln – Grace Baptist Church – Special Land Use Permit Amendment, Final Site Plan & Design Review

INTRODUCTION:

The applicant has submitted a Special Land Use Permit Amendment and Final Site Plan & Design Review application to renovate an existing religious institution. The proposed alterations include removal of 2,650 sq. ft. of the existing building to construct a 4,180 sq. ft. addition along with alteration of portions of the parking lot, walkways and landscaping.

The subject site, 280 E. Lincoln, is located in the R2 (Single-Family Residential) zoning district on the south side of Lincoln between Cedar and Edgewood. Grace Baptist Church has inhabited this site since 1957, and has been operating under a Special Land Use Permit (SLUP) since 1987. In 2007, the church submitted a Special Land Use Permit (SLUP) amendment to demolish 3 single-family homes and expand their parking lot. On July 10, 2007, the applicant was heard at the Board of Zoning Appeals and received requested dimensional variances for proposed wood fence screening and for the parking facility to extend into the required front setback.

BACKGROUND:

On April 9, 2025 ([Agenda](#) - [Video](#)), the Planning Board moved to recommend approval to the City Commission the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 280 E. Lincoln – Grace Baptist Church – subject to the following conditions:

1. The applicant must resubmit plans that meet the minimum required 10 ft. side yard setback for a corner lot per Article 4, Section 4.61, of the Zoning Ordinance, or obtain a variance from the Board of Zoning Appeals;
2. The applicant must submit plans that meet the minimum open space requirement per Article 2, Section 2.08, of the Zoning Ordinance, or obtain a variance from the Board of Zoning Appeals;
3. The applicant must enter into negotiations for a shared parking agreement with the City of Birmingham to reduce the impact of parking on the neighborhood;
4. The applicant must comply with the requests of all City Departments; and
5. The applicant understands that site plan approval shall be valid for a period of one year

from the date it is granted. Upon request, the appropriate reviewing body may grant an extension of not in excess of one year to the applicant prior to the expiration date in accordance with Article 7, Section 7.28 of the Zoning Ordinance.

On May 13, 2025 ([Agenda—Video](#)), the Birmingham Zoning Board of Appeals granted both requested variances.

LEGAL REVIEW:

The City Attorney has reviewed this request and has no objections as to form and content.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

SUSTAINABILITY:

Sustainability considerations for this proposal include the replacement of a building from the late 1800's with a modern addition. Presumably, the new building will be much more energy efficient as it will be built to current building code standards. The renovation will also require removal and remediation of building materials no longer used such as lead and asbestos.

DESIGN CONSIDERATIONS:

The design of the new building integrates with the existing building that will remain by using the same brick veneer. The addition proposes four aluminum clad wood windows with stained glass appliqué and a white aluminum steeple with backlit aluminum cross which will match the fascia, vented soffit, gutters and downspouts which will be white aluminum across the existing and proposed building.

PUBLIC COMMUNICATIONS:

As required for Special Land Use Permit reviews, a legal ad was placed in a newspaper of local circulation to advertise the public hearing at the Planning Board on April 9, 2025. In addition, postcards were sent out to property owners and occupants within 300 feet of the subject site. Similar notices were sent out in advance of the public hearing at the City Commission on June 9, 2025.

SUMMARY:

The Planning Department requests that the City Commission consider the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 280 E. Lincoln, to permit the renovation of the church.

ATTACHMENTS:

Please see attached the following documents:

- Special Land Use Permit Resolution
- Special Land Use Permit Contract
- Current Site/Design Plans
- Planning Board Report

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to adopt the findings of the Planning Board and approve the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 280 E. Maple, to permit the renovation of an existing religious institution and associated parking lot.

**Grace Baptist Church
280 E. Lincoln
Special Land Use Permit Amendment 2025**

WHEREAS, The City Commission granted Special Land Use Permit and Final Site Plan and Design Review approval for Grace Baptist Church at 280 E. Lincoln on March 27, 1987;

WHEREAS, A Special Land Use Permit Amendment and Final Site Plan & Design Review application was filed in April 2025 for approval of renovation of an existing religious institution by removing a portion of the building, constructing an addition and altering portions of the associated parking lot and landscaping;

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the south side of Lincoln between Cedar and Edgewood;

WHEREAS, The land is zoned R2 (Single-Family Residential), which permits religious institutions with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Birmingham Planning Board on April 9, 2025 reviewed the application for Special Land Use Permit Amendment and Final Site Plan & Design Review and moved to adopt the findings of the Planning Department in the report dated April 9, 2025 related to the approval criteria outlined in Article 7, Section 7.36 of the Zoning Ordinance and recommend approval to the City Commission for the renovation of an existing religious institution with the following conditions:

1. The applicant must resubmit plans that meet the minimum required 10 ft. side yard setback for a corner lot per Article 4, Section 4.61, of the Zoning Ordinance, or obtain a variance from the Board of Zoning Appeals;
2. The applicant must submit plans that meet the minimum open space requirement per Article 2, Section 2.08, of the Zoning Ordinance, or obtain a variance from the Board of Zoning Appeals;
3. The applicant must enter into negotiations for a shared parking agreement with the City of Birmingham to reduce the impact of parking on the neighborhood;
4. The applicant must comply with the requests of all City Departments; and
5. The applicant understands that site plan approval shall be valid for a period of one year from the date it is granted. Upon request, the appropriate reviewing body may grant an extension of not in excess of one year to the applicant prior to the expiration date in accordance with Article 7, Section 7.28 of the Zoning Ordinance.

WHEREAS, The Birmingham Zoning Board of Appeals on May 13, 2025 granted the variance requested to the minimum side yard setback requirement for a corner lot;

WHEREAS, The Birmingham Zoning Board of Appeals on May 13, 2025 granted the variance requested to minimum open space requirements in the R2 zoning district;

WHEREAS, The Birmingham City Commission conducted a public hearing on June 9, and reviewed the Special Land Use Permit Amendment and Final Site Plan & Design Review application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

THEREFORE, BE IT RESOLVED, The Birmingham City Commission adopts the findings of Planning Board and finds the standards imposed in Article 7, Section 7.36 of the Zoning Ordinance and other applicable standards in the City Code have been met, subject to the conditions below, and that Grace Baptist Church's application for a Special Land Use Permit Amendment and Final Site Plan & Design Review at 280 E. Lincoln is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:

1. Grace Baptist Church shall abide by all provisions of the Birmingham City Code;
2. Grace Baptist Church shall comply with the approved site and design plans and any amendments thereto;
3. The variances granted by the Board of Zoning Appeals are tied to the approved site plans. Any change made to the approved site plans may nullify the variances that were granted and require Grace Baptist Church to pursue new variance requests; and
4. The Special Land Use Permit may be canceled by the City Commission upon finding after proper notice and a hearing that the continued use is not in the public interest.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit after Grace Baptist Church has been given notice and a hearing.

BE IT FURTHER RESOLVED, Except as herein specifically provided, Grace Baptist Church and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Grace Baptist Church to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

BE IT FURTHER RESOLVED that Grace Baptist Church is recommended for approval of a renovation to the existing religious institution and associated parking lot and landscaping at 280 E. Maple, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on June 9, 2025.

Alexandria Bingham
City Clerk

CONTRACT FOR A SPECIAL LAND USE PERMIT FOR 280 E. LINCOLN – GRACE BAPTIST CHURCH

This Contract is entered into this ___ day of _____, 2025 by and between **GRACE BAPTIST CHURCH**, whose address is 280 E. Lincoln, Birmingham, MI 48009, (herein referred to as Grace Baptist Church) and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48012 (City).

R E C I T A L S:

WHEREAS, The City Commission granted Special Land Use Permit and Final Site Plan and Design Review approval for Grace Baptist Church at 280 E. Lincoln on March 27, 1987;

WHEREAS, A Special Land Use Permit Amendment and Final Site Plan & Design Review application was filed in April 2025 for approval of renovation of an existing religious institution by removing a portion of the building, constructing an addition and altering portions of the associated parking lot and landscaping;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the south side of Lincoln between Cedar and Edgewood;

WHEREAS, The land is zoned R2 (Single-Family Residential), which permits religious institutions with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Birmingham Planning Board on April 9, 2025 reviewed the application for Special Land Use Permit and Final Site Plan & Design Review and moved to adopt the findings of the Planning Department in the report dated April 9, 2025 related to the approval criteria outlined in Article 7, Section 7.36 of the Zoning Ordinance and recommend approval to the City Commission for the renovation of an existing religious institution with the following conditions:

The applicant must resubmit plans that meet the minimum required 10 ft. side yard setback for a corner lot per Article 4, Section 4.61, of the Zoning Ordinance, or obtain a variance from the Board of Zoning Appeals;

1. The applicant must submit plans that meet the minimum open space requirement per Article 2, Section 2.08, of the Zoning Ordinance, or obtain a variance from the Board of Zoning Appeals;
2. The applicant must enter into negotiations for a shared parking agreement with the City of Birmingham to reduce the impact of parking on the neighborhood;
3. The applicant must comply with the requests of all City Departments; and\
4. The applicant understands that site plan approval shall be valid for a period of one year from the date it is granted. Upon request, the appropriate reviewing body may grant an

extension of not in excess of one year to the applicant prior to the expiration date in accordance with Article 7, Section 7.28 of the Zoning Ordinance.

WHEREAS, The Birmingham Zoning Board of Appeals on May 13, 2025 granted the variance requested to the minimum side yard setback requirement for a corner lot;

WHEREAS, The Birmingham Zoning Board of Appeals on May 13, 2025 granted the variance requested to minimum open space requirements in the R2 zoning district;

WHEREAS, The Birmingham City Commission conducted a public hearing on June 9, and reviewed the Special Land Use Permit, Final Site Plan & Design Review application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

THEREFORE, the parties agree as follows:

1. Grace Baptist Church acknowledges that no modifications to the site plan, floor plan, elevations or operation of the establishment may be made unless approved by the City Commission through a Special Land Use Permit Amendment as required in the Zoning Ordinance. Modifications include, but are not limited to, name changes, ownership changes, remodeling, etc.

2. Grace Baptist Church agrees that it shall adhere to all Federal, State and Local ordinances currently in effect or as subsequently amended or enacted.

3. To the fullest extent permitted by law, Grace Baptist Church and any entity or person for whom Grace Baptist Church is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, including all costs and actual attorney fees, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury, death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with Grace Baptist Church's operation at the Property. Grace Baptist Church is not liable if the act or omission is the City's.

4. In the event Grace Baptist Church fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with Section 1-14 of the Birmingham City Code as acknowledged by the Property Owner, Grace Baptist Church, whose address is 280 E. Lincoln Street, Birmingham, MI 48009.

5. This Contract shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

6. If any provision of this Contract is declared invalid, illegal or unenforceable, such provision shall be severed from this Contract and all other provisions shall remain in full force

and effect.

7. The City determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:

- a. Grace Baptist Church shall abide by all provisions of the Birmingham City Code;
- b. Grace Baptist Church shall comply with the approved site and design plans and any amendments thereto;
- c. The variances granted by the Board of Zoning Appeals are tied to the approved site plans. Any change made to the approved site plans may nullify the variances that were granted and require Grace Baptist Church to pursue a new variance requests; and
- d. The Special Land Use Permit may be canceled by the City Commission upon finding after proper notice and a hearing that the continued use is not in the public interest.

8. Failure to comply with any of the above conditions may result in termination of the Special Land Use Permit after Grace Baptist Church has been given notice and a hearing.

9. Except as herein specifically provided Grace Baptist Church and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Grace Baptist Church to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit, after notice and a hearing.

10. Grace Baptist Church is recommended for the approval of a religious institution in the R2 zoning district of Birmingham at 280 E. Lincoln, above all others, subject to final inspection.

11. This Contract shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the City and Grace Baptist Church. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by all of the parties hereto. No party shall assign any of the rights under this Contract without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

(This space intentionally left blank)

IN WITNESS WHEREOF, the parties hereby have executed this Contract as of the date set forth above.

GRACE BAPTIST CHURCH

By: _____

Its: _____

Date: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this ____day of _____, 2025, before me personally appeared _____, who acknowledged that with authority on behalf of **GRACE BAPTIST CHURCH** to do so he/she signed this Agreement.

Notary Public

County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

Jana L. Ecker, City Manager
(Approved as to substance)

Nicholas Dupuis, Planning Director
(Approved as to substance)

Mary M. Kucharek, City Attorney
(Approved as to form)

SITE PLAN

GRACE BAPTIST CHURCH

280 EAST LINCOLN STREET, BIRMINGHAM, OAKLAND COUNTY, MI

PROJECT CONTACTS

OWNER/APPLICANT

GRACE BAPTIST CHURCH
250 EAST LINCOLN STREET
BIRMINGHAM, MI 48009
PHONE: 248.646.2000

ARCHITECT/DESIGN BUILDER

GANTHER
CONSTRUCTION/ARCHITECTURE, INC.
CONTACT: ANDREW IVERSON, AIA, ALEP,
LEEP AP
4825 COUNTY ROAD A
OSHKOSH, WI 54901
PHONE: 920.426.4774 EXT. 132
EMAIL: AIVERSON@GANTHER.COM

SURVEYOR

SUJAK ENGINEERING, PLC
CONTACT: TEON SUJAK
4031 COOLIDGE HWY
TROY, MI 48098
PHONE: 248.885.8431
EMAIL: SUJAKENGINEERING@COMCAST.NET

ENGINEER

METRO CONSULTING ASSOCIATES, LLC
CONTACT: ANDREW WALTERS, PE
45345 FIVE MILE ROAD
PLYMOUTH, MI 48170
PHONE: 800.525.6016
EMAIL: AWALTERS@METROCA.NET

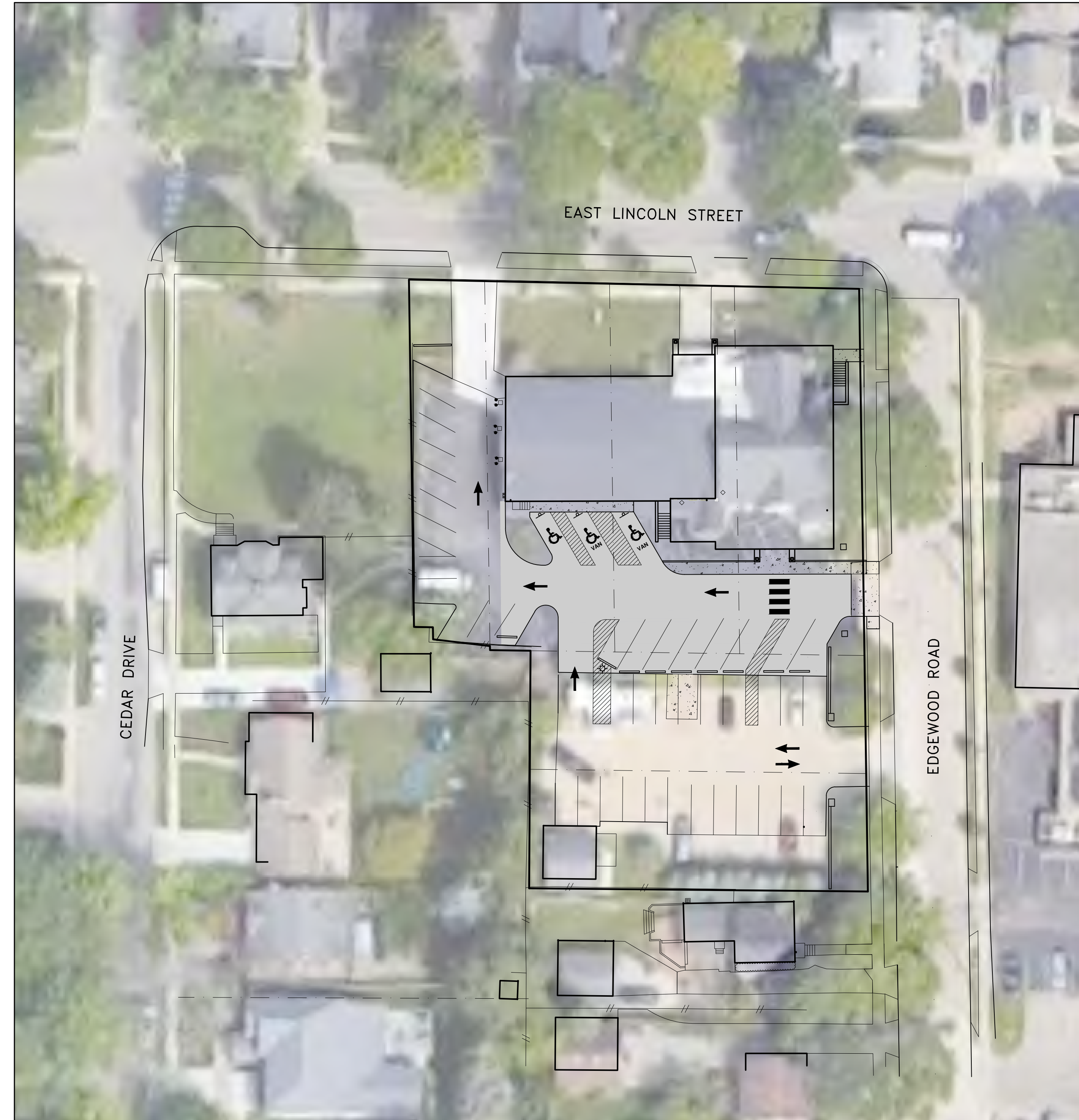
SITE PLAN PERMITTING

CITY OF BIRMINGHAM
PLANNING DIVISION
CONTACT: NICHOLAS DUPUIS, PLANNING
DIRECTOR
151 MARTIN STREET
BIRMINGHAM, MI 48009
PHONE: 248.530.1850

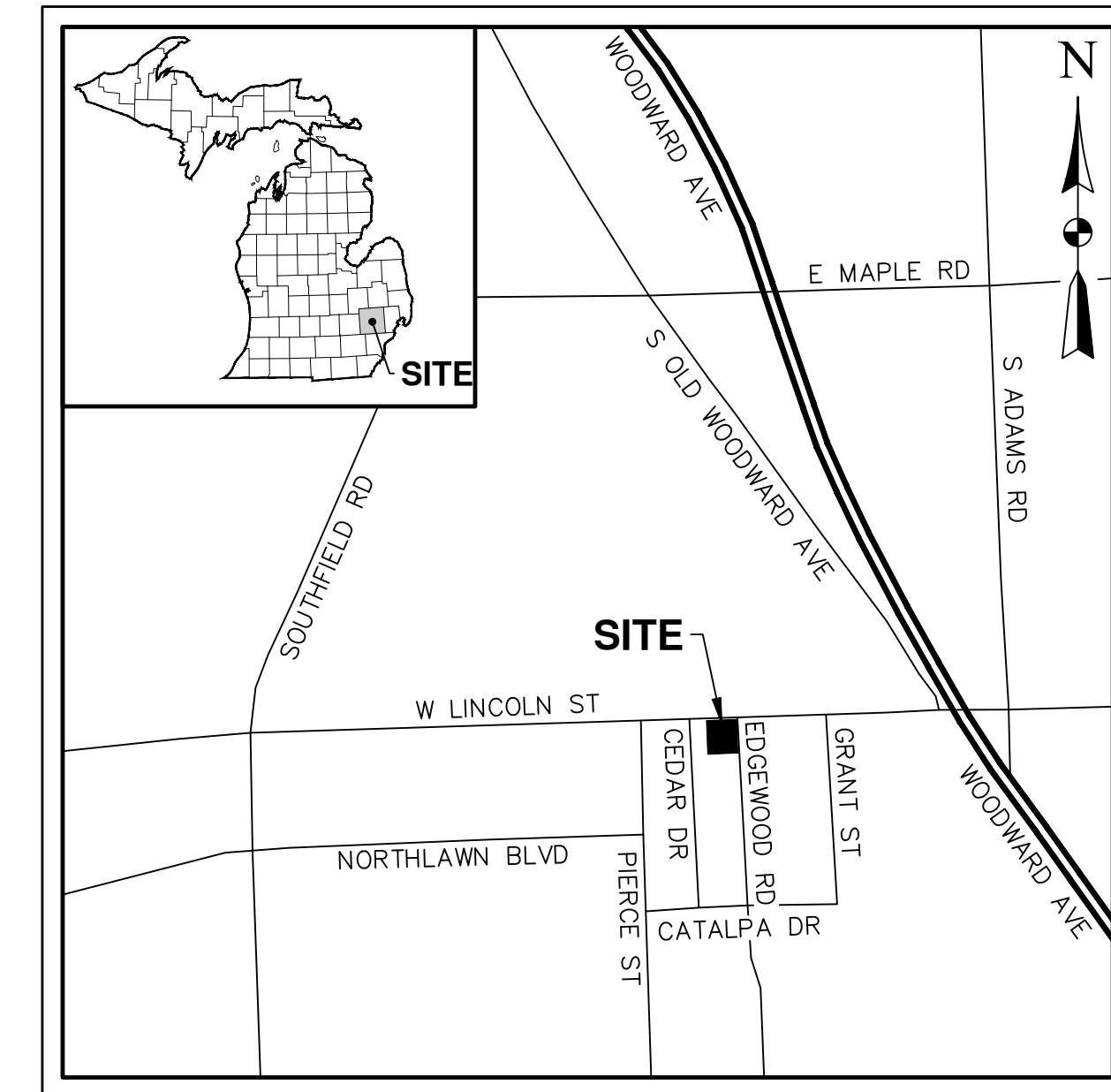
CITY OF BIRMINGHAM
ENGINEERING DEPARTMENT
CONTACT: MELISSA COATTA, PE
151 MARTIN STREET
BIRMINGHAM, MI 48009
PHONE: 248.530.1850
EMAIL: MCOATTA@BHAMGOV.ORG

SURVEY NOTES

- 1) THESE PLANS ARE BASED ON THE TOPOGRAPHIC AND BOUNDARY SURVEY PREPARED BY SUJAK ENGINEERING, PLC DATED NOVEMBER 16, 2024.
- 2) ELEVATIONS PROVIDED ARE ON THE CITY OF BIRMINGHAM DATUM.
- 3) THE SURVEY WAS PERFORMED ON NO KNOWN HORIZONTAL DATUM.
- 4) ACCORDING TO FEMA FIRM MAP 2612C0537F, EFFECTIVE SEPTEMBER 29, 2006, THE SITE IS NOT LOCATED IN AN AREA OF SPECIAL FLOOD HAZARD.



OVERALL AREA MAP



VICINITY MAP
NOT TO SCALE

SHEET INDEX

- 01 COVER SHEET
- 02 TOPOGRAPHIC AND BOUNDARY SURVEY
- 03 DEMOLITION PLAN
- 04 LAYOUT PLAN
- 05 GRADING PLAN
- 06 UTILITY PLAN & PROFILES
- 07 DETENTION CALCULATIONS & DETAILS
- 08 LANDSCAPE PLAN
- 09 SOIL EROSION AND SEDIMENTATION CONTROL PLAN
- 10 SOIL EROSION AND SEDIMENTATION NOTES AND DETAILS
- 11 DETAILS
- A1 LOWER LEVEL FLOOR PLAN
- A2 MAIN FLOOR PLAN
- A3 EXTERIOR ELEVATIONS
- A4 EXTERIOR ELEVATIONS

PROJECT NARRATIVE

GRACE BAPTIST CHURCH IS RESPECTFULLY REQUESTING THE NECESSARY PERMITS AND APPROVALS TO RENOVATE THEIR CHURCH AT 280 EAST LINCOLN STREET IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN. THE PROPOSED ALTERATIONS INCLUDE REMOVAL OF 2,650SF OF EXISTING BUILDING TO CONSTRUCT A 4,180SF ADDITION ALONG WITH ALTERATION OF PORTIONS OF THE PARKING LOT AND DRIVE, SIDEWALKS AND LANDSCAPING. ALL WORK INTERNAL TO THE EAST LINCOLN STREET AND/OR EDGEWOOD ROAD RIGHT-OF-WAY WILL BE PERFORMED IN ACCORDANCE WITH THE MOST CURRENT VERSION OF THE CITY OF BIRMINGHAM'S CODE OF ORDINANCES.

WATER: THE EXISTING WATER SERVICE TO THE BUILDING WILL BE UTILIZED. NO NEW CONNECTION TO OR EXTENSION OF THE PUBLIC WATERMAIN IS PROPOSED AS PART OF THIS PROJECT.

SANITARY: THE EXISTING SANITARY SERVICE WILL BE UTILIZED. NO NEW CONNECTION TO OR EXTENSION OF THE PUBLIC SANITARY SEWER IS PROPOSED AS PART OF THIS PROJECT.

STORM SEWER: SOME RUN-OFF FROM THE SITE DRAINS TO AN ON-SITE CATCH BASIN THAT DISCHARGES TO THE SEWER IN EDGEWOOD ROAD. THE MAJORITY OF THE SITE SHEET FLOWS TO THE EAST LINCOLN STREET OR EDGEWOOD ROAD RIGHT-OF-WAY. NO ALTERATION OF THE STORM SEWER IS PROPOSED AS PART OF THIS PROJECT.

SOIL EROSION: A SOIL EROSION PERMIT FROM THE CITY OF BIRMINGHAM WILL BE REQUIRED FOR THE PROJECT.



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

Revisions
 4/4/2025 PER CITY OF BIRMINGHAM
 5/30/2025 PER CITY OF BIRMINGHAM



Project Number: 1051-25-13215 Date: 5/30/2025
 P.M. Checked by: AW Drawn by: AW Crew/Book: AW

Client: **GRACE BAPTIST CHURCH**

Project: **GRACE BAPTIST CHURCH**

Site Address: 280 EAST LINCOLN STREET
BIRMINGHAM, MI 48009

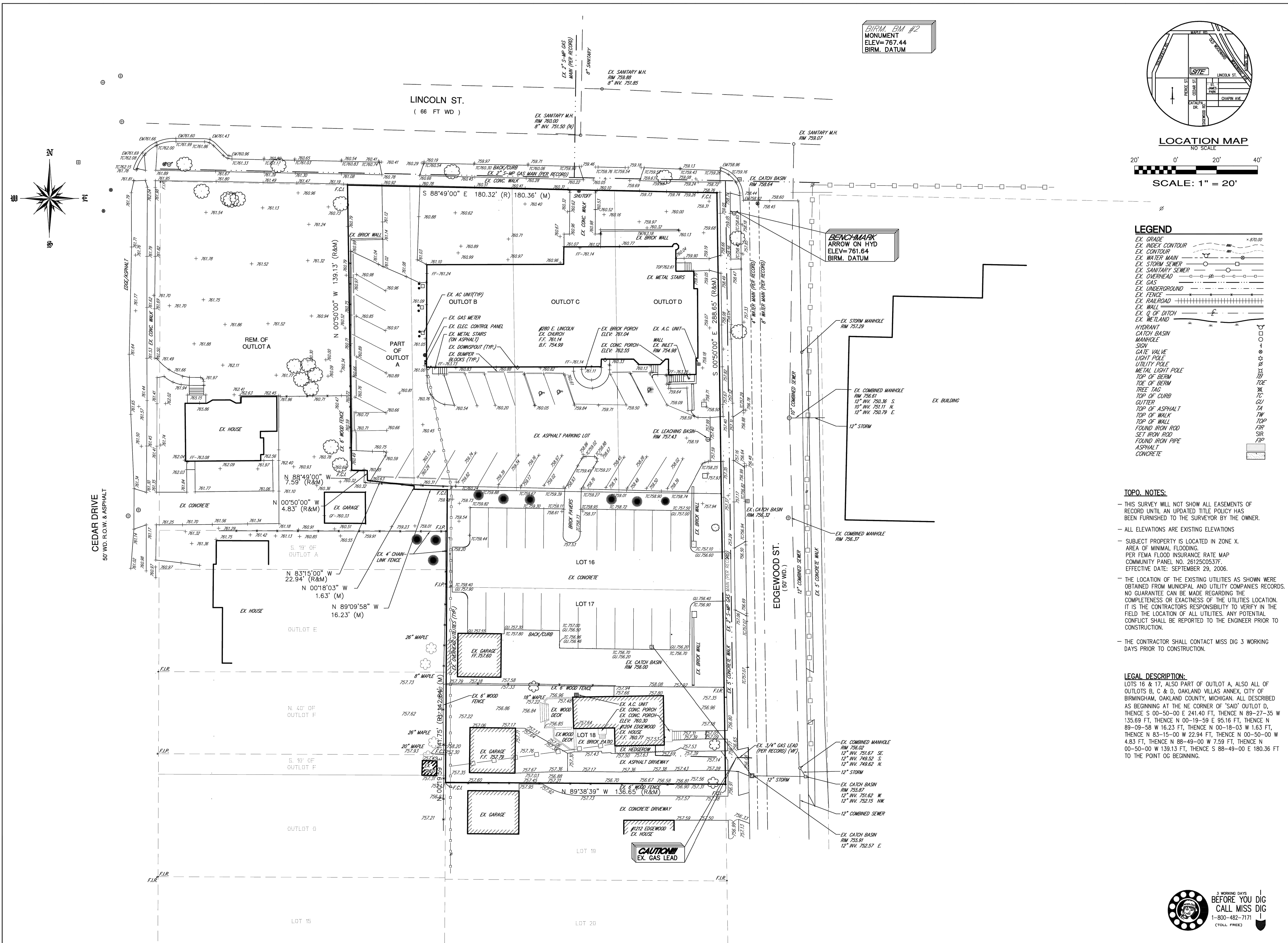
County: OAKLAND Community: BIRMINGHAM
 Township: 2N Range: 10E Section: 36



Professional Name: ANDREW WALTERS, PE Date: 5/30/2025

Title: **SITE PLAN**
COVER SHEET

Drawing Scale: 1" = 30' Sheet Number: **01**



Scale: 1"=20'	Drawn: TMS
Checked: TCS	Approved: TMS
Date: 11/16/2024	Job no. 24-085
Sheet No. CS1.0 02	

280 E. Lincoln
Birmingham, MI 48009
Parcel # 19-36-402-049

Topographic & Boundary
Survey

SE Sujak Engineering PLC
CIVIL ENGINEERING 5 PLANNING 5 DESIGN 5
4013 Coalbridge Highway
Troy, MI 48068
Phone: (248) 885-8431
Fax: (248) 885-8432
Email: SujakEngineering@Comcast.net

ORIGINAL SIGNATURE IN BLUE

Team CS, Sujak P.E. No. 066996

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Project Number 1051-25-13215 Date 5/30/2025
 P.M. Checked by Drawn by Crew/Book
 AW AW WB

Client GRACE BAPTIST CHURCH

Project GRACE BAPTIST CHURCH

Site Address 280 EAST LINCOLN STREET BIRMINGHAM, MI 48009
 County OAKLAND Community BIRMINGHAM
 Township 2N Range 10E Section 36

Professional Name ANDREW WALTERS, PE Date 5/30/2025

The SITE PLAN DEMOLITION PLAN

Drawing Scale 1" = 20' Sheet Number 03

LEGEND

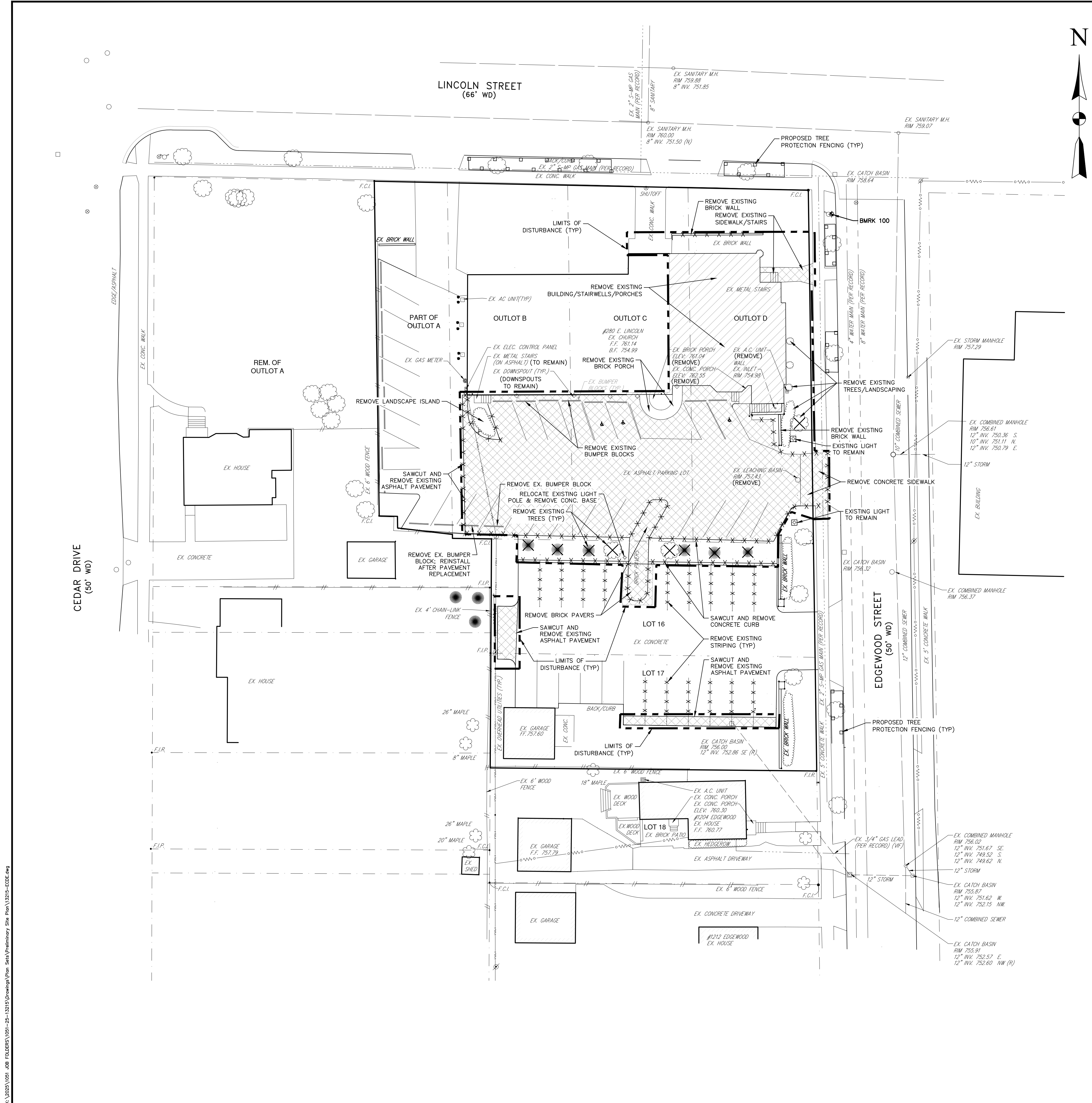
	EX. SPOT ELEVATION
	EX. CONTOUR
	EX. WETLAND LIMITS
	EX. BOUNDARY LINE
	EX. ADJACENT PROPERTY LINE
	EX. RIGHT-OF-WAY
	EX. SECTION LINE
	EX. EASEMENT LINE
	EX. CURB/PAVEMENT
	EX. FENCE
	EX. GRAVEL
	EX. DITCH
	EX. GUARDRAIL
	EX. TREELINE
	EX. TREE (CONIFEROUS)
	EX. TREE (DECIDUOUS)
	EX. SIGN
	EX. MAILBOX
	FOUND IRON PIPE
	FOUND IRON ROD
	FOUND PK NAIL
	FOUND CONC. MONUMENT
	SET IRON ROD
	SET MAG NAIL
	EX. SECTION CORNER
	SOIL BORING
	EX. WATER MAIN
	EX. WATER VALVE
	EX. HYDRANT
	EX. WATER MANHOLE
	EX. WELL
	EX. WATER METER
	EX. STORM SEWER
	EX. STORM INLET/CATCH BASIN
	EX. STORM MANHOLE
	EX. STORM END SECTION
	EX. SANITARY SEWER
	EX. SANITARY MANHOLE
	EX. CLEAN OUT
	EX. UNDERGROUND GAS
	EX. GAS VALVE
	EX. TEST STATION
	EX. GAS METER
	EX. UNDERGROUND CABLE
	EX. UNDERGROUND FIBER
	EX. UNDERGROUND TELEPHONE
	EX. TELEPHONE MANHOLE
	EX. TELEPHONE RISER
	EX. OVERHEAD ELECTRIC
	EX. UNDERGROUND ELECTRIC
	EX. ELECTRIC MANHOLE
	EX. ELECTRIC METER/TRANSFORMER
	EX. LIGHT POLE
	EX. TRAFFIC SIGNAL POLE
	EX. UTILITY POLE
	EX. GUY WIRE
	EX. TRAFFIC SIGNAL BOX
	EX. UNIDENTIFIED MANHOLE
	PR. SPOT ELEVATION
	PR. CONTOUR
	PR. DRAINAGE ARROW
	PR. EASEMENT LINE
	PR. SETBACK LINE
	PR. CURB/PAVEMENT
	PR. FENCE
	PR. SIDEWALK RAMP
	PR. ASPHALT PAVEMENT
	PR. CONCRETE
	PR. GUARDRAIL
	PR. SIGN
	PR. WATER MAIN
	PR. WATER VALVE
	PR. HYDRANT
	PR. WATER VALVE IN MANHOLE
	PR. WELL
	PR. REDUCER
	PR. STORM SEWER
	PR. STORM INLET/CATCH BASIN
	PR. STORM MANHOLE
	PR. STORM END SECTION
	PR. SANITARY SEWER
	PR. SANITARY MANHOLE
	PR. CLEANOUT
	PR. UTILITY CROSSING LOCATION
	PR. UNDERGROUND GAS
	PR. GAS VALVE
	PR. LIGHT POLE
	TREE PROTECTION FENCE
	DEMO UTILITY/ CURB
	DEMO PAVEMENT AND CURB
	DEMO BUILDING
	DEMO EXISTING TREE

DEMOLITION NOTES:

- THE CONTRACTOR SHALL CALL 811 "MISS DIG" AT LEAST THREE WORKING DAYS PRIOR TO CONSTRUCTION.
- A SOIL EROSION CONTROL PERMIT FROM THE AUTHORITY HAVING JURISDICTION IS REQUIRED AND SOIL EROSION CONTROL BMP'S SHALL BE IN PLACE PRIOR TO THE COMMENCEMENT OF DEMOLITION ACTIVITIES.
- THE CONTRACTOR SHALL INDEPENDENTLY VERIFY THE LOCATION AND DEPTH OF EXISTING UTILITIES PRIOR TO DEMOLITION ACTIVITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO DEMOLISH OR RELOCATE ANY SITE FEATURES AS ACCORDING TO PLAN AND/OR AS APPROPRIATE TO FACILITATE THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
- PRIOR TO REMOVING, RELOCATING, OR PERFORMING ANY WORK ON A UTILITY, THE CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY OWNER.
- ALL DEMOLISHED MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGALLY DESIGNATED DISPOSAL AREA. PERMITS AND FEES FOR DISPOSAL OF DEMOLITION MATERIAL SHALL BE OBTAINED AND PAID FOR BY THE CONTRACTOR.
- COORDINATE WITH THE UTILITY PLAN REGARDING DEMOLITION OR RELOCATION OF EXISTING UTILITIES.
- REMOVE BUILDING FOOTINGS TO A MINIMUM OF TWO FEET BELOW FINISHED GRADE AND, WHERE UNDER PROPOSED BUILDINGS OF PAVED AREAS, BACKFILL WITH ENGINEERED MATERIAL.
- REMOVAL OF EXISTING LIGHT POLES SHALL INCLUDE THE REMOVAL OF THE POLE BASE AND CONDUIT BETWEEN LIGHTS.
- REMOVAL OF CONCRETE SIDEWALK AND/OR CURB SHALL BE TO THE NEAREST JOINT UNLESS OTHERWISE NOTED.
- PAVEMENTS TO BE REMOVED SHALL BE SAW CUT TO THE FULL DEPTH OF THE PAVEMENT. THE CONTRACTOR SHALL TAKE CARE TO MAINTAIN A CLEAN EDGE OF PAVEMENT.

BENCHMARK LIST:

BMRK#100
 ARROW ON HYDRANT
 (CITY OF BIRMINGHAM DATUM)
 ELEV = 761.64
 BMRK#101
 CITY OF BIRMINGHAM
 BENCHMARK #2
 SOUTHEAST CORNER OF PIERCE AND LINCOLN
 ELEV = 767.44





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Revisions
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Project Number 1051-25-13215 Date 5/30/2025
 P.M. Checked by AW Drawn by AW Crew/Book

Client GRACE BAPTIST CHURCH
 Project GRACE BAPTIST CHURCH

Site Address 280 EAST LINCOLN STREET BIRMINGHAM, MI 48009
 County OAKLAND Community BIRMINGHAM
 Township 2N Range 10E Section 36

Professional Name ANDREW WALTERS, PE Date 5/30/2025

Title SITE PLAN LAYOUT PLAN

Drawing Scale 1" = 20' Sheet Number 04

LEGEND

Symbol	EX. SPOT ELEVATION
Symbol	EX. CONTOUR
Symbol	EX. WETLAND LIMITS
Symbol	EX. BOUNDARY LINE
Symbol	EX. ADJACENT PROPERTY LINE
Symbol	EX. RIGHT-OF-WAY
Symbol	EX. SECTION LINE
Symbol	EX. EASEMENT LINE
Symbol	EX. CURB/PAVEMENT
Symbol	EX. FENCE
Symbol	EX. GRAVEL
Symbol	EX. DITCH
Symbol	EX. GUARDRAIL
Symbol	EX. TREELINE
Symbol	EX. TREE (CONIFEROUS)
Symbol	EX. TREE (DECIDUOUS)
Symbol	EX. SIGN
Symbol	EX. MAILBOX
Symbol	FOUND IRON PIPE
Symbol	FOUND IRON ROD
Symbol	FOUND PK NAIL
Symbol	FOUND CONC. MONUMENT
Symbol	SET IRON ROD
Symbol	SET MAG NAIL
Symbol	EX. SECTION CORNER
Symbol	SOIL BORING
Symbol	EX. WATER MAIN
Symbol	EX. WATER VALVE
Symbol	EX. HYDRANT
Symbol	EX. WATER MANHOLE
Symbol	EX. WELL
Symbol	EX. WATER METER
Symbol	EX. STORM SEWER
Symbol	EX. STORM INLET/CATCH BASIN
Symbol	EX. STORM MANHOLE
Symbol	EX. STORM END SECTION
Symbol	EX. SANITARY SEWER
Symbol	EX. SANITARY MANHOLE
Symbol	EX. CLEAN OUT
Symbol	EX. UNDERGROUND GAS
Symbol	EX. GAS VALVE
Symbol	EX. TEST STATION
Symbol	EX. GAS METER
Symbol	EX. UNDERGROUND CABLE
Symbol	EX. UNDERGROUND FIBER
Symbol	EX. UNDERGROUND TELEPHONE
Symbol	EX. TELEPHONE MANHOLE
Symbol	EX. TELEPHONE RISER
Symbol	EX. OVERHEAD ELECTRIC
Symbol	EX. UNDERGROUND ELECTRIC
Symbol	EX. ELECTRIC MANHOLE
Symbol	EX. ELECTRIC METER/TRANSFORMER
Symbol	EX. LIGHT POLE
Symbol	EX. TRAFFIC SIGNAL POLE
Symbol	EX. UTILITY POLE
Symbol	EX. GUY WIRE
Symbol	EX. TRAFFIC SIGNAL BOX
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Symbol	PR. SPOT ELEVATION
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Symbol	PR. SECTION LINE
Symbol	PR. CURB/PAVEMENT
Symbol	PR. FENCE
Symbol	PR. SIDEWALK RAMP
Symbol	PR. ASPHALT PAVEMENT
Symbol	PR. CONCRETE
Symbol	PR. GUARDRAIL
Symbol	PR. SIGN
Symbol	PR. WATER MAIN
Symbol	PR. WATER VALVE
Symbol	PR. HYDRANT
Symbol	PR. WATER VALVE IN MANHOLE
Symbol	PR. WELL
Symbol	PR. REDUCER
Symbol	PR. STORM SEWER
Symbol	PR. STORM INLET/CATCH BASIN
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Symbol	PR. CLEANOUT
Symbol	PR. UTILITY CROSSING LOCATION
Symbol	PR. UNDERGROUND GAS
Symbol	PR. GAS VALVE
Symbol	PR. LIGHT POLE

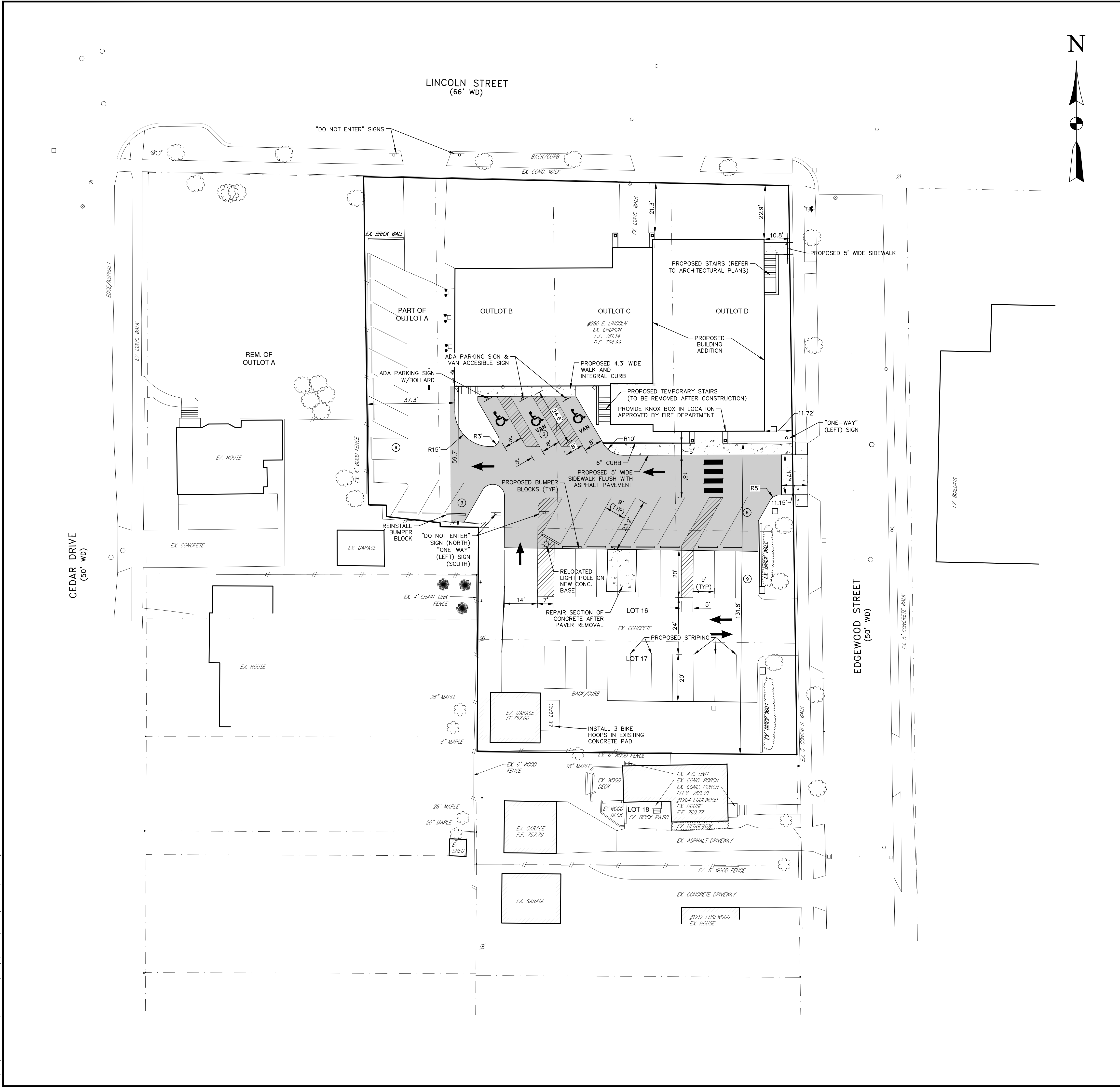
LAYOUT NOTES:

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT STANDARDS, SPECIFICATION, AND GENERAL CONDITIONS OF THE JURISDICTION HAVING AUTHORITY.
- ALL DIMENSIONS ARE MEASURED TO THE PAINT LINE OR FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL PARKING LOT STRIPING SHALL BE IN ACCORDANCE WITH THE "MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES".
- ALL ACCESSIBLE PARKING, SIGNAGE AND STRIPING SHALL BE IN ACCORDANCE WITH THE "ADA STANDARDS FOR ACCESSIBLE DESIGN", CURRENT EDITION.
- PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE OWNER AND/OR ENGINEER SHOULD THERE BE ANY FIELD CONFLICTS WITH THE DESIGN INTENT.
- REFER TO THE ARCHITECTURAL PLANS FOR COORDINATING THE SCOPE OF WORK RELATING TO THE BUILDING ELEVATIONS, INTERIOR, AND APPURTENANCES.
- EXISTING SIDEWALK FLAGS IN THE PUBLIC RIGHT-OF-WAY THAT HAS BEEN HEAVED OR DAMAGED BY TREE ROOTS SHALL BE REMOVED AND REPLACED.

SITE DATA:

GROSS LOT AREA	39,220 SF, 0.90 AC		
NET LOT AREA	0.90 AC		
ZONING	R-2		
LAND USE	RELIGIOUS		
SITE DEVELOPMENT DATA			
	REQUIRED	EXISTING	PROPOSED
BUILDING SETBACKS	FRONT	25'	21.3'/10.1'
	SIDE	9' ONE, 14' TOT.	37.3'/59.7'
	REAR	N/A	N/A
BUILDING REQUIREMENTS	FLOOR AREA	N/A	7,081 SF
	BUILDING HEIGHT	2 Stories/30'	N/A
LOT COVERAGE	LOT AREA	6,000 SF MIN.	39,220 SF
	MIN. OPEN SPACE	40.0%	28.2%
	MAX. LOT COVERAGE	30.0%	18.1%
PARKING	TOTAL SPACES*	44	54
	ADA SPACES	2	3
	BICYCLE SPACES**	5	0

*BASED ON ONE PARKING SPACE PER SIX SEATS (266 SEATS)
 **BASED ON ONE BIKE SPACE PER TEN PARKING SPACES OR 1 BIKE SPACE PER 3,000 SF BLDG. (WHICHEVER IS GREATER)



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CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

Revisions
 4/4/2025 PER CITY OF BIRMINGHAM
 5/30/2025 PER CITY OF BIRMINGHAM



Project Number 1051-25-13215 Date 5/30/2025
 P.M. Checked by AW/ WB Drawn by AW/ WB

Client GRACE BAPTIST CHURCH

Project GRACE BAPTIST CHURCH

Site Address 280 EAST LINCOLN STREET BIRMINGHAM, MI 48009
 County OAKLAND Community BIRMINGHAM
 Township 2N Range 10E Section 36

Professional Name ANDREW WALTERS, PE Date 5/30/2025

Title SITE PLAN GRADING PLAN

Drawing Scale 1" = 20' Sheet Number 05

LEGEND

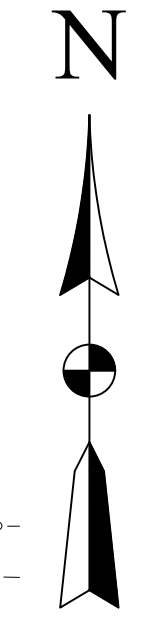
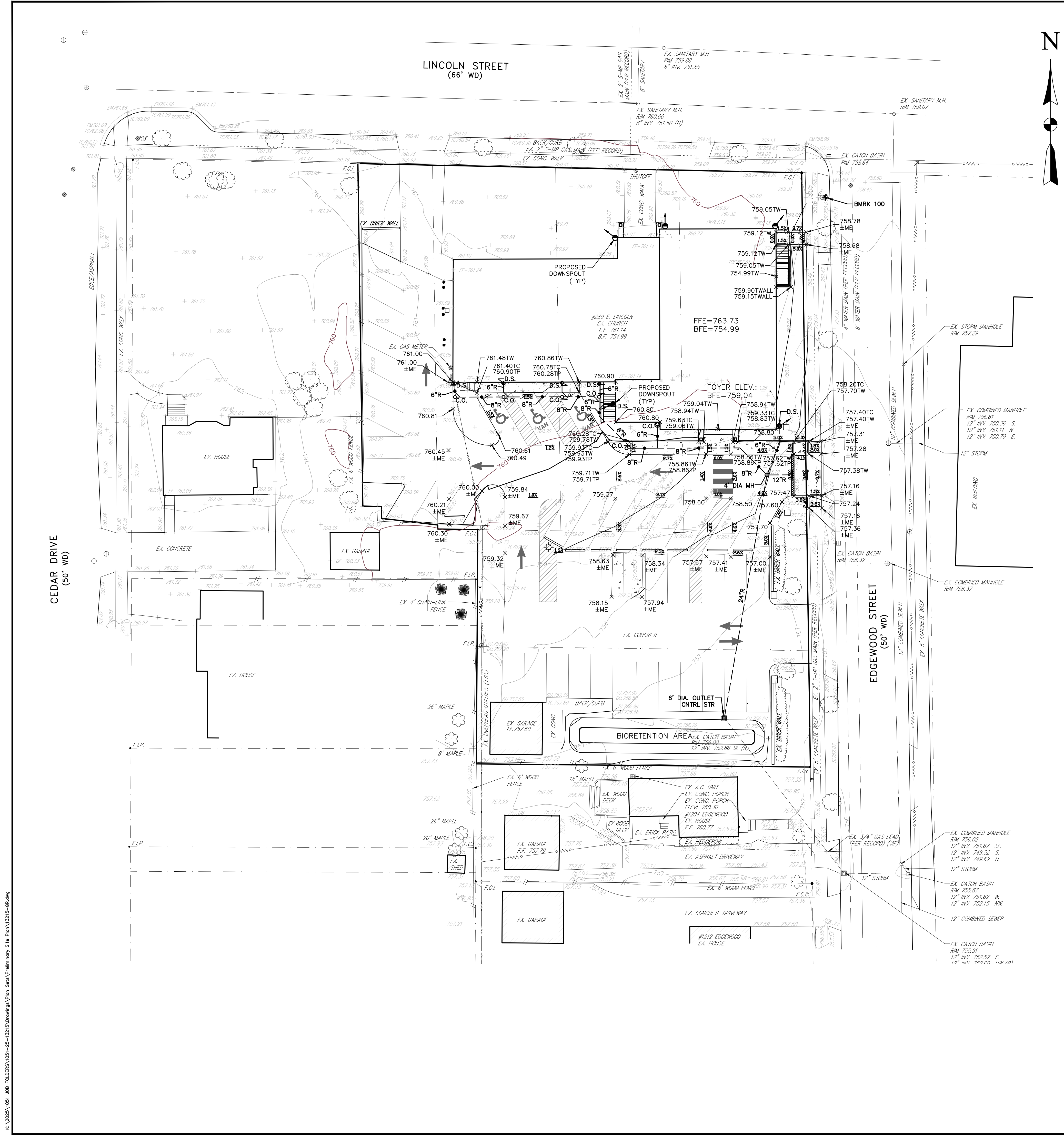
- × 656.5 EX. SPOT ELEVATION
- EX. CONTOUR
- EX. WETLAND LIMITS
- EX. ADJACENT PROPERTY LINE
- EX. RIGHT-OF-WAY
- EX. SECTION LINE
- EX. EASEMENT LINE
- EX. CURB/PAVEMENT
- EX. FENCE
- EX. GRAVEL
- EX. DITCH
- EX. GUARDRAIL
- EX. TREELINE
- EX. TREE (CONIFEROUS)
- EX. TREE (DECIDUOUS)
- EX. SIGN
- EX. MAILBOX
- EX. FOUND IRON PIPE
- EX. FOUND IRON ROD
- EX. FOUND PK NAIL
- EX. FOUND CONC. MONUMENT
- EX. SET IRON ROD
- EX. SET MAG NAIL
- EX. SECTION CORNER
- EX. SOIL BORING
- EX. WATER MAIN
- EX. WATER VALVE
- EX. HYDRANT
- EX. WATER MANHOLE
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- EX. WATER METER
- EX. STORM SEWER
- EX. STORM INLET/CATCH BASIN
- EX. STORM MANHOLE
- EX. STORM END SECTION
- EX. SANITARY SEWER
- EX. SANITARY MANHOLE
- EX. CLEAN OUT
- EX. UNDERGROUND GAS
- EX. GAS VALVE
- EX. TEST STATION
- EX. GAS METER
- EX. UNDERGROUND CABLE
- EX. UNDERGROUND FIBER
- EX. UNDERGROUND TELEPHONE
- EX. TELEPHONE MANHOLE
- EX. TELEPHONE RISER
- EX. OVERHEAD ELECTRIC
- EX. UNDERGROUND ELECTRIC
- EX. ELECTRIC MANHOLE
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- EX. LIGHT POLE
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- EX. UTILITY POLE
- EX. GUY WIRE
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- EX. PR. DRAINAGE ARROW
- EX. PR. EASEMENT LINE
- EX. PR. SETBACK LINE
- EX. PR. CURB/PAVEMENT
- EX. PR. FENCE
- EX. PR. SIDEWALK RAMP
- EX. PR. ASPHALT PAVEMENT
- EX. PR. CONCRETE
- EX. PR. GUARDRAIL
- EX. PR. SIGN
- EX. PR. WATER MAIN
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- EX. PR. HYDRANT
- EX. PR. WATER VALVE IN MANHOLE
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- EX. PR. STORM MANHOLE
- EX. PR. STORM END SECTION
- EX. PR. SANITARY SEWER
- EX. PR. SANITARY MANHOLE
- EX. PR. CLEANOUT
- EX. PR. UTILITY CROSSING LOCATION
- EX. PR. UNDERGROUND GAS
- EX. PR. GAS VALVE
- EX. PR. LIGHT POLE

GRADING NOTES:

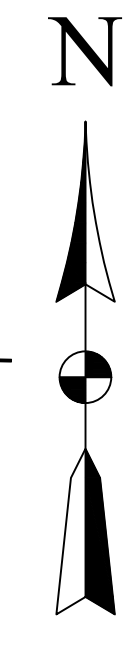
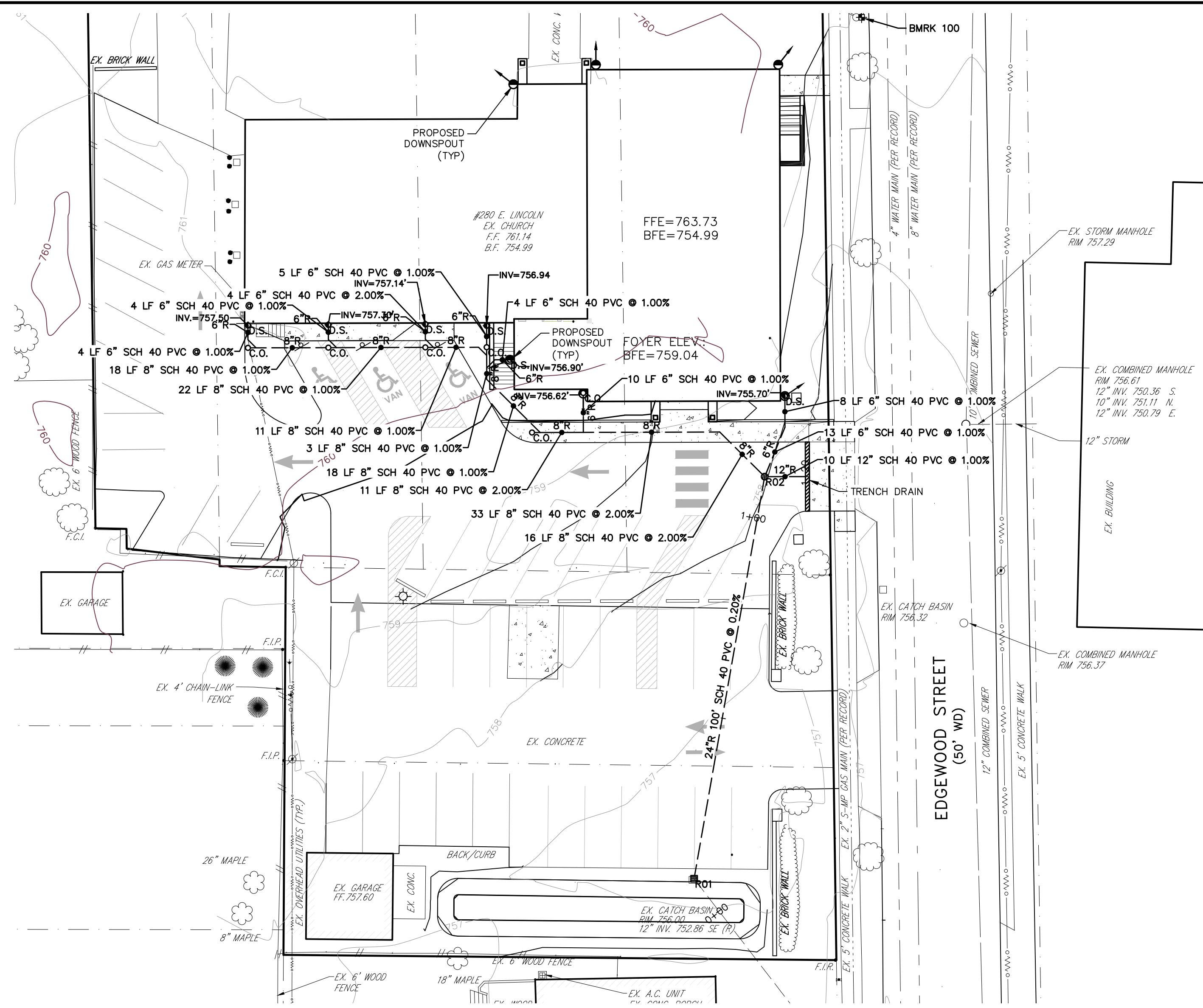
1. A SOIL EROSION CONTROL PERMIT FROM THE AUTHORITY HAVING JURISDICTION IS REQUIRED PRIOR TO THE COMMENCEMENT OF GRADING ACTIVITIES.
2. ALL PROPOSED SPOT GRADES SHOWN AT THE TOP PAVEMENT, UNLESS OTHERWISE NOTED. NOTATION CODES ARE AS FOLLOWS: FF=FINISHED FLOOR, FG=FINISHED GRADE, TC=TOP OF CURB, RM=TOP OF GRATE OR MANHOLE, TW=TOP OF WALL, TWALL=TOP OF WALL, BWALL=BOTTOM OF WALL, EM=EDGE OF METAL.
3. REFER TO THE GEOTECHNICAL INVESTIGATION REPORT FOR CONSTRUCTION RECOMMENDATIONS AND REQUIREMENTS REGARDING SUB-SURFACE SOIL CONDITIONS, GROUNDWATER CONDITIONS, SITE PREPARATION, EXCAVATION, PAVEMENT CROSS-SECTIONS, AND MATERIALS TESTING.
4. THE PROPOSED SLOPES ARE APPROXIMATE AS SHOWN.
5. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE IN THE POST CONSTRUCTION CONDITIONS AND NO ADVERSE IMPACTS TO NEIGHBORING PROPERTIES DURING AND AFTER COMPLETION OF CONSTRUCTION.
6. ANY SOIL RETAINING SYSTEM OR WALL SHALL BE DESIGNED BY A QUALIFIED STRUCTURAL OR GEOTECHNICAL ENGINEER. A DETAIL OF THE RETAINING WALL WITH CALCULATIONS TO BE SUBMITTED TO THE REVIEW AGENCY AS REQUIRED.
7. WHEN PAVED AREAS ARE EXCAVATED, ASPHALT AREAS SHALL BE SAW-CUT AND REMOVED TO A DISTANCE EQUAL TO THE DEPTH OF EXCAVATION. CONCRETE SHALL BE REMOVED TO THE FIRST JOINT PAST THE DISTANCE EQUAL TO THE DEPTH OF EXCAVATION. COMPACTED SAND BACKFILL IS REQUIRED IN ALL EXCAVATIONS WITHIN A 1:1 SLOPE OF EXISTING OR PROPOSED PAVEMENT.
8. ALL SIDEWALK PLANNED TO BE ACCESSIBLE SHALL BE CONSTRUCTED WITH CROSS SLOPES LESS THAN 2% AND LONGITUDINAL SLOPES LESS THAN 5%.
9. ALL SIDEWALK CURB RAMPS SHALL BE CONSTRUCTED PER THE LATEST MICHIGAN DEPARTMENT OF TRANSPORTATION DETAILS AND IN COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT.
10. CONTRACTOR SHALL ADJUST ALL EXISTING MANHOLE AND/OR CATCH BASIN CASTINGS AFFECTED BY THE PROPOSED WORK. WHERE NECESSARY, DUE TO EXCESSIVE CHANGE IN ELEVATION, CONTRACTOR SHALL RECONSTRUCT THE STRUCTURE TO ACHIEVE THE PROPOSED GRADES.

BENCHMARK LIST:

- BMK#100
 ARROW ON HYDRANT
 (CITY OF BIRMINGHAM DATUM)
 ELEV = 761.64
- BMK#101
 CITY OF BIRMINGHAM
 BENCHMARK #2
 SOUTHEAST CORNER OF PIERCE AND LINCOLN
 ELEV = 767.44



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LEGEND

	EX. SPOT ELEVATION
	EX. CONTOUR
	EX. WETLAND LIMITS
	EX. BOUNDARY LINE
	EX. ADJACENT PROPERTY LINE
	EX. RIGHT-OF-WAY
	EX. SECTION LINE
	EX. EASEMENT LINE
	EX. CURB/PAVEMENT
	EX. FENCE
	EX. GRAVEL
	EX. DITCH
	EX. GUARDRAIL
	EX. TREELINE
	EX. TREE (CONIFEROUS)
	EX. TREE (DECIDUOUS)
	EX. SIGN
	EX. MAILBOX
	FOUND IRON PIPE
	FOUND IRON ROD
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	FOUND CONC. MONUMENT
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	SOIL BORING
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	EX. SANITARY SEWER
	EX. SANITARY MANHOLE
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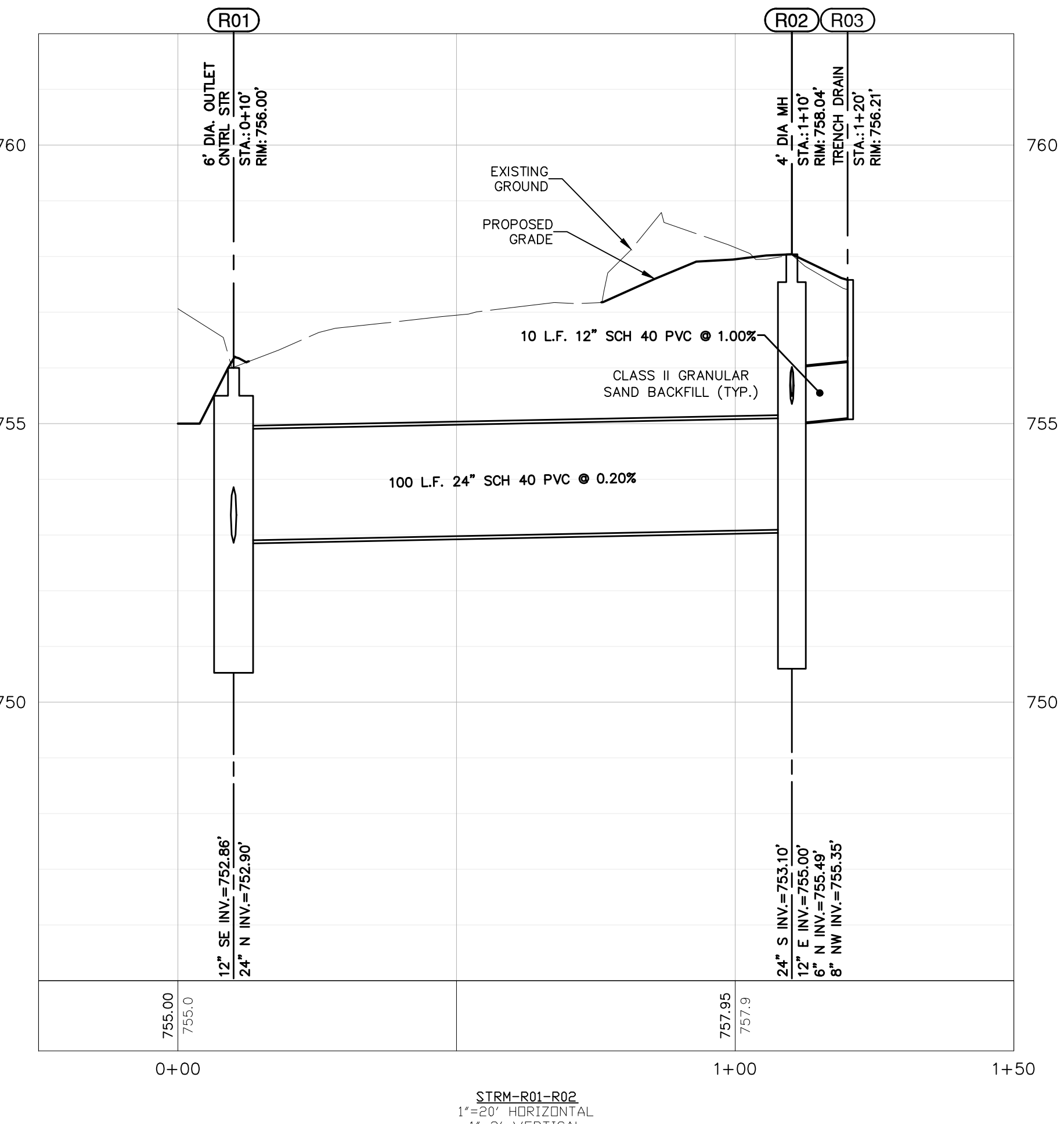


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Revisions

	4/4/2025	PER CITY OF BIRMINGHAM
	5/30/2025	PER CITY OF BIRMINGHAM



UTILITY NOTES:

- CONTRACTOR IS RESPONSIBLE FOR OBTAINING COPIES OF ALL REQUIRED STATE AND LOCAL PERMITS PRIOR TO THE START OF CONSTRUCTION. COPIES OF THE REQUIRED PERMITS SHALL BE KEPT ON-SITE AT ALL TIMES.
- WHERE THESE PLANS MAY CONFLICT WITH THE REQUIREMENTS OF THE LOCAL JURISDICTION, THE LOCAL JURISDICTIONAL REQUIREMENTS SHALL GOVERN.
- ALL PROPOSED UTILITY MATERIALS AND INSTALLATION PROCEDURES SHALL BE IN ACCORDANCE WITH THE LATEST STANDARDS, SPECIFICATIONS AND CONSTRUCTION DETAILS OF THE AUTHORITY HAVING JURISDICTION.
- REFER TO THE STANDARD DETAILS OF THE AUTHORITY HAVING JURISDICTION REGARDING UTILITY TRENCH BEDDING AND BACKFILL REQUIREMENTS.
- REFER TO THE STANDARD DETAILS OF THE AUTHORITY HAVING JURISDICTION REGARDING REQUIRED MANHOLE AND CASTING DETAILS AND TYPES.
- CONTRACTOR SHALL COORDINATE SCHEDULING AND PROCEDURES WITH THE AUTHORITY HAVING JURISDICTION PRIOR TO PERFORMING THE PROPOSED CONNECTIONS TO THE EXISTING UTILITIES.
- UTILITY TESTING AS REQUIRED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IN ACCORDANCE WITH THE CURRENT STATE AND LOCAL REQUIREMENTS.
- A MINIMUM VERTICAL SEPARATION OF 18 INCHES SHALL BE MAINTAINED BETWEEN CROSSING UTILITIES, UNLESS OTHERWISE APPROVED.
- A MINIMUM HORIZONTAL SEPARATION OF 10 FEET SHALL BE MAINTAINED BETWEEN SANITARY AND STORM SEWER LINES AND POTABLE WATER LINES.
- THE CONTRACTOR SHALL CALL 811 'MISS DIG' AT LEAST THREE WORKING DAYS PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL INDEPENDENTLY VERIFY EXISTING UTILITY LOCATIONS AND DEPTHS PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL COORDINATE WITH ARCHITECTURAL DRAWINGS FOR ALL UTILITY CONNECTIONS TO THE BUILDING(S). CONTRACTOR SHALL CONFIRM ALL BUILDING CONNECTION LOCATIONS AND ELEVATIONS AND NOTIFY THE PROJECT TEAM OF ANY DISCREPANCIES PRIOR TO COMMENCING WORK.
- PRIVATE UTILITIES (INCLUDING ELECTRIC, GAS, PHONE, AND CABLE) SHOWN FOR SCHEMATIC PURPOSES ONLY. ALL PRIVATE UTILITY ROUTING AND INSTALLATION SHALL BE COORDINATED BY THE RESPECTIVE UTILITY COMPANY AND/OR THE CONTRACTOR.

BENCHMARK LIST:

- BMRK#100**
ARROW ON HYDRANT
(CITY OF BIRMINGHAM DATUM)
ELEV = 761.64
- BMRK#101**
CITY OF BIRMINGHAM
BENCHMARK #2
SOUTHEAST CORNER OF PIERCE AND LINCOLN
ELEV = 767.44

Project Number	1051-25-13215	Date	5/30/2025
P.M.	AW	Checked by	AW
		Drawn by	WB
		Crew/Book	

Client
GRACE BAPTIST CHURCH

Project
GRACE BAPTIST CHURCH

Site Address
280 EAST LINCOLN STREET
BIRMINGHAM, MI 48009

County
OAKLAND

Community
BIRMINGHAM

Township
2N

Range
10E

Section
36

Professional Name
ANDREW WALTERS, PE

Date
5/30/2025

Title
SITE PLAN
UTILITY PLAN & PROFILES

Drawing Scale	Sheet Number
	06

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Revisions
 4/4/2025 PER CITY OF BIRMINGHAM
 5/30/2025 PER CITY OF BIRMINGHAM



Project Number: 1051-25-13215 Date: 5/30/2025
 P.M. Checked by: AW, WB, Crew/Book

Client: GRACE BAPTIST CHURCH
 Project: GRACE BAPTIST CHURCH

Site Address: 280 EAST LINCOLN STREET, BIRMINGHAM, MI 48009
 County: OAKLAND Community: BIRMINGHAM
 Township: 2N Range: 10E Section: 36

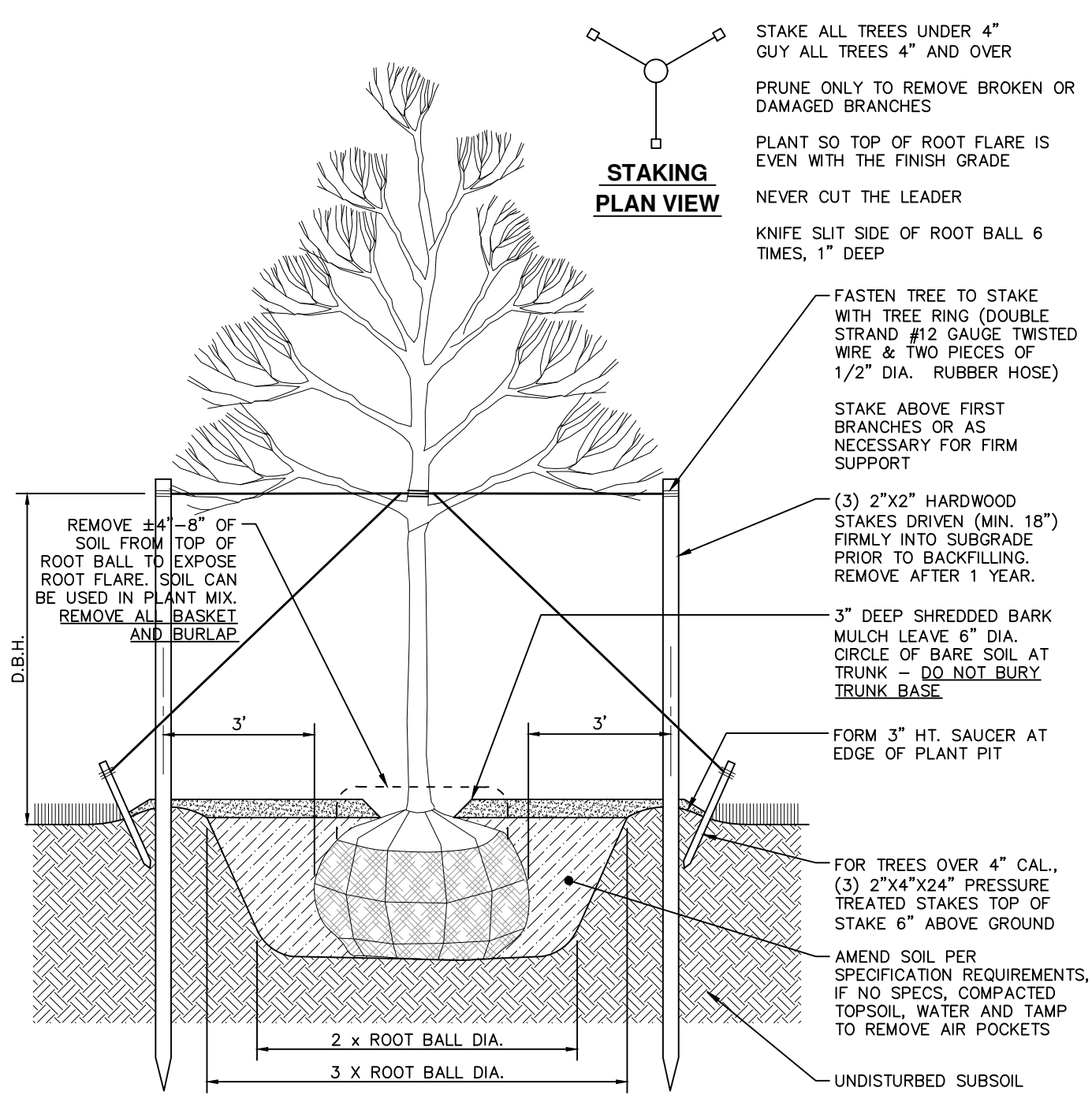
Professional Name: ANDREW WALTERS, PE Date: 5/30/2025

Title: **SITE PLAN**
LANDSCAPE PLAN

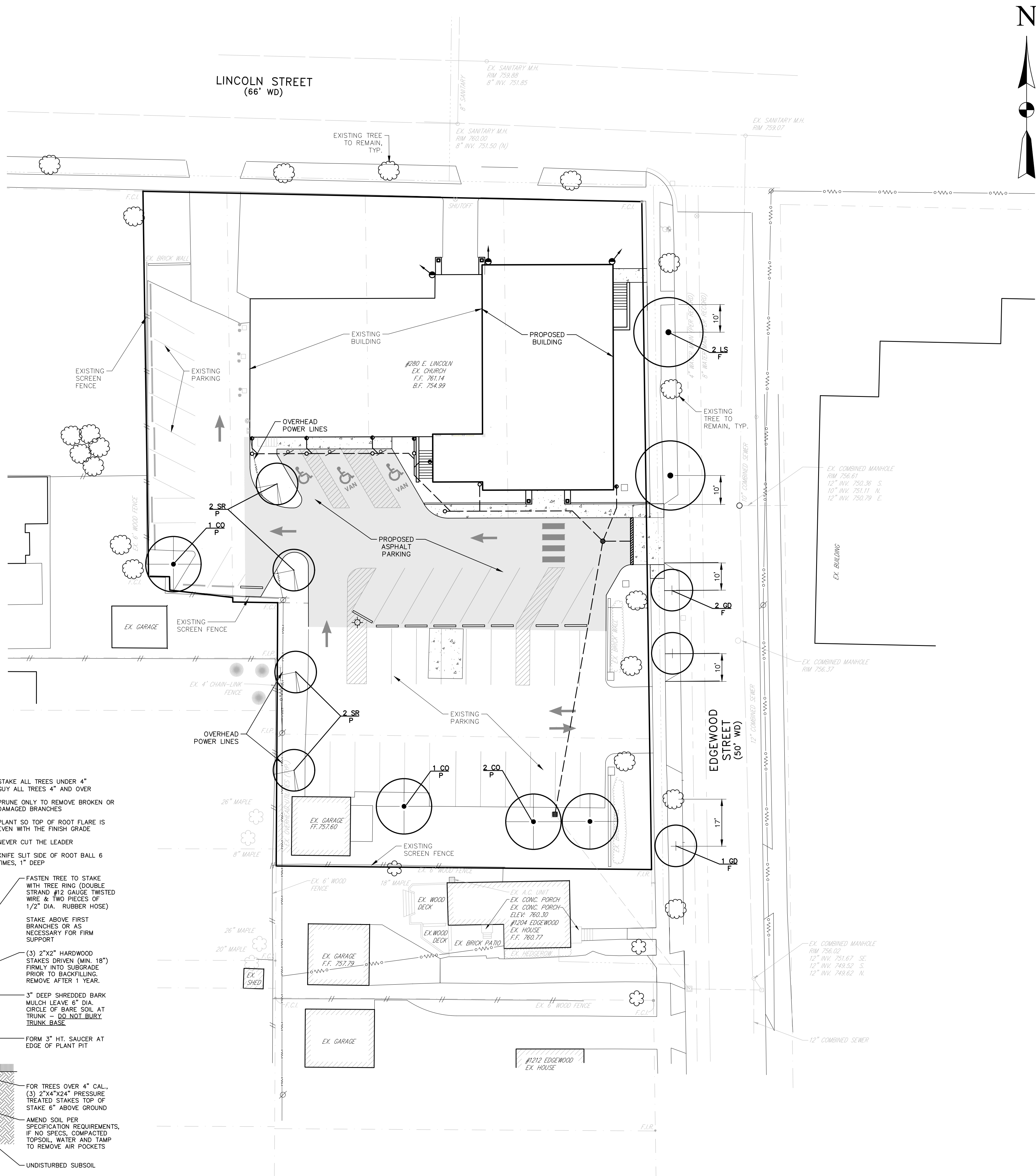
Drawing Scale: 1" = 20'
 Sheet Number: **07**

LANDSCAPE NOTES:

- THIS PLAN IS FOR PLANTING LOCATIONS ONLY.
- SIZES SPECIFIED ARE MINIMUM SIZES TO BE INSTALLED.
- IN THE EVENT THE PLANT LIST DOES NOT MATCH THE PLAN, THE PLAN SHALL TAKE PRECEDENCE.
- ALL PLANTS SHALL CONFORM TO THE CURRENT ISSUE OF THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN AND SHALL HAVE PASSED INSPECTIONS REQUIRED UNDER STATE REGULATIONS.
- ALL LANDSCAPING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH BIRMINGHAM STANDARDS IN A NEAT, HEALTHY AND WEED-FREE CONDITION, FREE FROM REFUSE AND DEBRIS. ANY DEAD, DISEASED OR DAMAGED PLANT MATERIAL IS TO BE REPLACED WITHIN SIX MONTHS, OR THE NEXT APPROPRIATE PLANTING PERIOD, WHICHEVER COMES FIRST.
- ALL EXISTING TREES TO REMAIN THAT ARE DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE END OF THE FOLLOWING PLANTING SEASON.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL UNDERGROUND AND OVERHEAD UTILITIES. PLANT MATERIAL IS TO BE LOCATED SUCH THAT IT WILL NOT INTERFERE WITH ANY UNDERGROUND OR OVERHEAD UTILITIES. PLANTINGS WITHIN 15 FEET OF A FIRE HYDRANT SHALL NOT EXCEED 6 INCHES IN HEIGHT.
- PLANT TREES AND SHRUBS AT THE SAME GRADE LEVEL AT WHICH THEY WERE GROWN IN THE NURSERY. IF HEAVY CLAY SOILS ARE EVIDENT, PLANT TREES AND SHRUBS IN LEVEL AREAS HIGHER, APPROXIMATELY 1/4 OF THE ROOT BALL ABOVE THE GRADE.
- REMOVE ALL TWINE, WIRE, NURSERY TREE GUARDS, TAGS AND INORGANIC MATERIAL FROM ROOT BALLS. PEEL BACK THE TOP 1/3 OF BURLAP FROM EARTH BALLS AND REMOVE ANY BURLAP AROUND TREE TRUNKS.
- ALL LANDSCAPE AREAS SHALL BE EXCAVATED OF ALL BUILDING / CONSTRUCTION MATERIAL AND POOR SOILS TO A DEPTH OF 18"-24" AND BACKFILLED WITH GOOD, MEDIUM TEXTURED PLANTING SOIL.
- ALL DISTURBED UNPAVED AREAS ARE TO BE SPREAD WITH A MINIMUM 2 INCHES OF TOPSOIL OVER TILLED SURFACES OR MINIMUM 4" TOPSOIL OVER UNTILLED SURFACES, AND SODDED.
- AREAS OF INDIVIDUAL TREES AND LANDSCAPE BEDS ARE TO BE MULCHED WITH A MINIMUM OF 4 INCHES OF SHREDDED HARDWOOD BARK. MULCH SHALL BE SPREAD IN A 5-FOOT DIAMETER CIRCLE AROUND THE BASE OF EACH TREE, LEAVING A 6-INCH RADIUS CIRCLE OF BARE SOIL AROUND THE TRUNK OF THE TREE. ALL AREAS OUTSIDE OF THE MULCH RINGS SHALL BE SODDED.
- IF AN APPROVED SPECIES IS NO LONGER ACCEPTABLE DUE TO SUCH THINGS AS INFESTATION OR DISEASE, A SUITABLE SIMILAR SPECIES SHALL BE USED AS REPLACEMENT. ANY PLANT SUBSTITUTIONS SHALL HAVE BIRMINGHAM APPROVAL PRIOR TO INSTALLATION.
- RECOMMENDED PLANTING DATES ARE MARCH 1 TO MAY 15 FOR ALL MATERIALS AND OCTOBER 15 TO DECEMBER 15 FOR DECIDUOUS MATERIALS. PLANTINGS OUTSIDE THESE DATES SHALL HAVE PRIOR BIRMINGHAM APPROVAL, AND MAY REQUIRE SPECIAL TREATMENT, SUCH AS EXTRA WATERING OR MULCHING, TO INCREASE SURVIVAL POTENTIAL.



DECIDUOUS TREE PLANTING DETAIL
 NOT TO SCALE



LEGEND:

- X 656.5 EX. SPOT ELEVATION
- 652 EX. CONTOUR
- EX. WETLAND LIMITS
- EX. BOUNDARY LINE
- EX. ADJACENT PROPERTY LINE
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- EX. TELEPHONE RISER
- EX. OVERHEAD ELECTRIC
- EX. UNDERGROUND ELECTRIC
- EX. LIGHT POLE
- EX. UTILITY POLE
- EX. GUY WIRE

LANDSCAPE CALCULATIONS:

Sec. 4.20 LA-01 F. (P) Parking
 PARKING LOT AREA 17,791 SF
 INTERIOR LANDSCAPE AREAS - MIN. 5%

	REQUIRED	PROVIDED
17,791 SF X 5% =	890 SF	1,640 SF

1 TREE / 150 SF LANDSCAPE AREA
 890 SF / 150 SF = 6 EA 8 EA

Sec. 4.20 LA-01 G. (F) Frontage
 LINCOLN STREET FRONTAGE = 180 LF
 EDGEWOOD ROAD FRONTAGE = 241 LF
 TOTAL = 421 LF

	REQUIRED	PROVIDED
1 STREET TREE / 40 LF FRONTAGE	11 EA	11 EA
421 LF / 40 SF =	PROPOSED 5 EA	EXISTING 6 EA

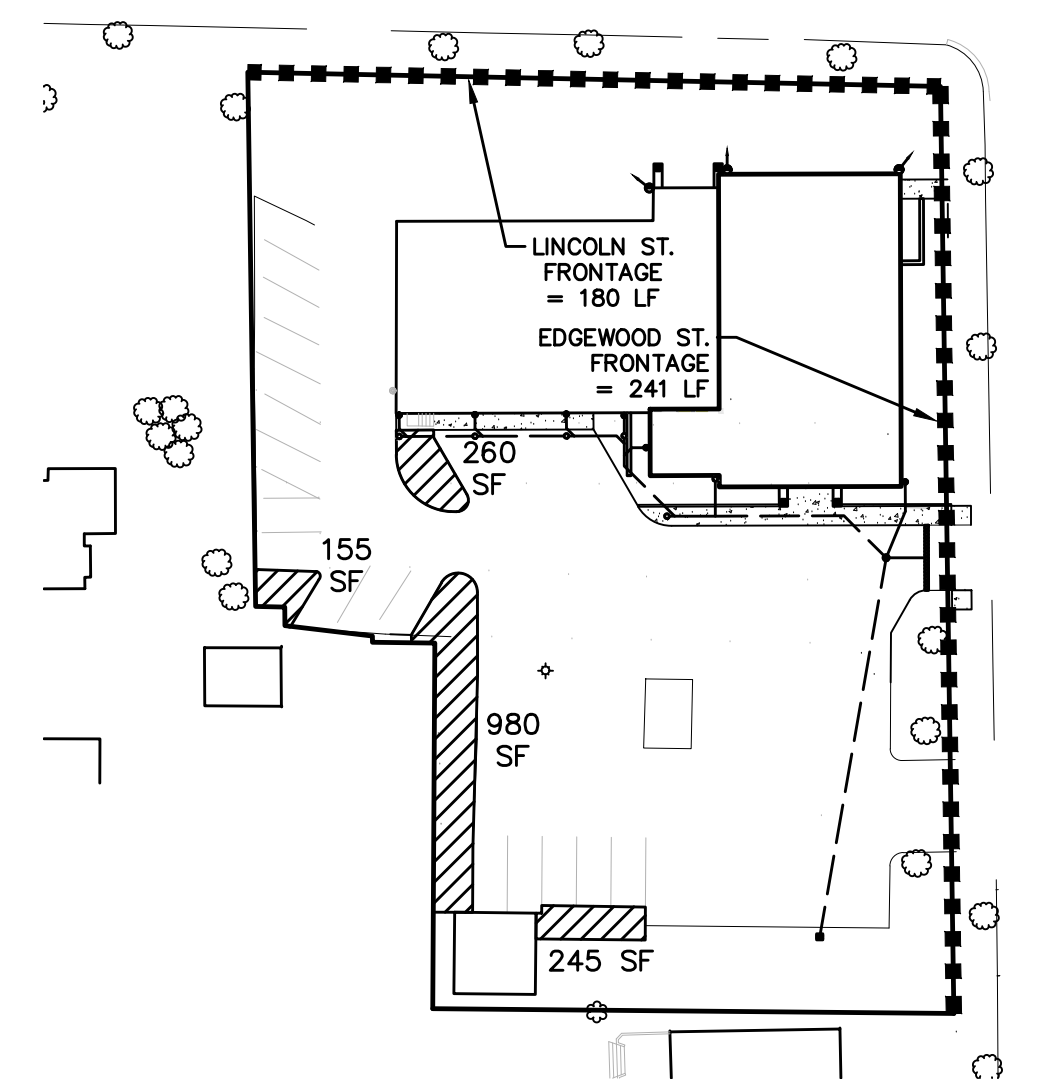
PLANT LIST:

Sec. 4.20 LA-01 F. (P) Parking

KEY	QTY.	SPECIES	MIN. SIZE	SPEC.	SPACING
CO	4	CELTIS OCCIDENTALIS HACKBERRY	3" CAL	B&B	15' o.c.
SR	4	SYRINGA RETICULATA JAPANESE TREE LILAC	3" CAL	B&B	15' o.c.

Sec. 4.20 LA-01 G. (F) Frontage

KEY	QTY.	SPECIES	MIN. SIZE	SPEC.	SPACING
LS	2	LIQUIDAMBER STYRACIFLUA SWEETGUM 'SLENDER SILHOUETTE'	3"-3.5" CAL	B&B	15' o.c.
GD	3	GYMNOCLADUS DIOICUS KENTUCKY COFFEE TREE SKINNY LATTE'	3"-3.5" CAL	B&B	15' o.c.





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Revisions
 4/4/2025 PER CITY OF BIRMINGHAM
 5/30/2025 PER CITY OF BIRMINGHAM



Project Number 1051-25-13215 Date 5/30/2025
 P.M. Checked by Drawn by Crew/Book

Client GRACE BAPTIST CHURCH

Project GRACE BAPTIST CHURCH

Site Address 280 EAST LINCOLN STREET BIRMINGHAM, MI 48009
 County OAKLAND Community BIRMINGHAM
 Township 2N Range 10E Section 36

Professional Name ANDREW WALTERS, PE Date 5/30/2025

Title SITE PLAN
 SOIL EROSION AND SEDIMENTATION CONTROL PLAN

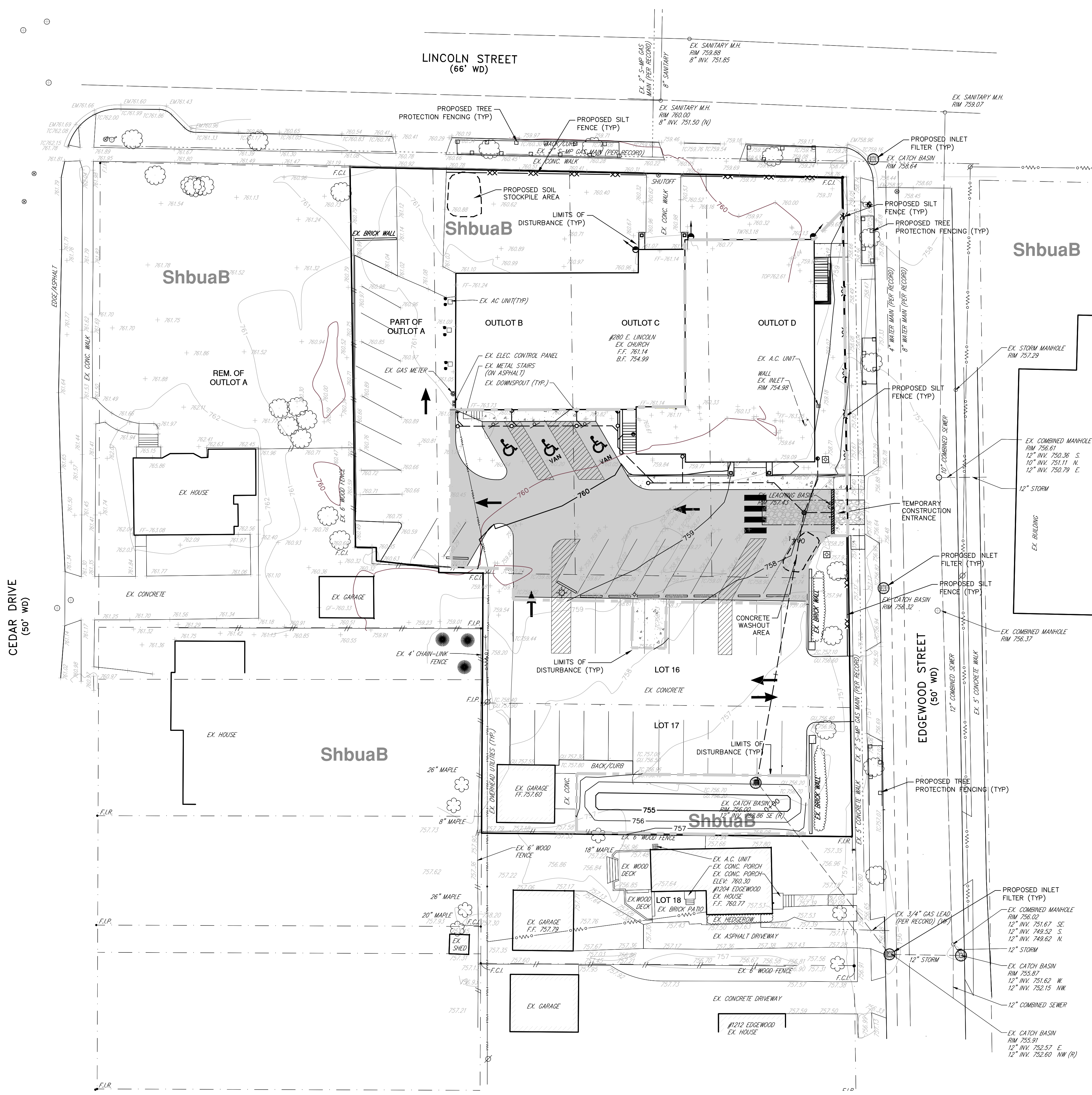
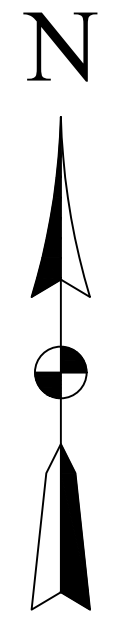
Drawing Scale 1" = 20' Sheet Number 08

LEGEND

- 656.5 EX. SPOT ELEVATION
- EX. CONTOUR
- EX. WETLAND LIMITS
- EX. ADJACENT PROPERTY LINE
- EX. RIGHT-OF-WAY
- EX. SECTION LINE
- EX. EASEMENT LINE
- EX. CURB/PAVEMENT
- EX. FENCE
- EX. GRAVEL
- EX. 2 DITCH
- EX. GUARDRAIL
- EX. TREELINE
- EX. TREE (CONIFEROUS)
- EX. TREE (DECIDUOUS)
- EX. SIGN
- EX. MAILBOX
- FOUND IRON PIPE
- FOUND IRON ROD
- FOUND PK NAIL
- FOUND CONC. MONUMENT
- SET IRON ROD
- SET MAG NAIL
- EX. SECTION CORNER
- SOIL BORING
- EX. WATER MAIN
- EX. WATER VALVE
- EX. HYDRANT
- EX. WATER MANHOLE
- EX. WELL
- EX. WATER METER
- EX. STORM SEWER
- EX. STORM INLET/CATCH BASIN
- EX. STORM MANHOLE
- EX. STORM END SECTION
- EX. SANITARY SEWER
- EX. SANITARY MANHOLE
- EX. CLEAN OUT
- EX. UNDERGROUND GAS
- EX. GAS VALVE
- EX. TEST STATION
- EX. GAS METER
- EX. UNDERGROUND CABLE
- EX. UNDERGROUND FIBER
- EX. UNDERGROUND TELEPHONE
- EX. TELEPHONE MANHOLE
- EX. TELEPHONE RISER
- EX. OVERHEAD ELECTRIC
- EX. UNDERGROUND ELECTRIC
- EX. ELECTRIC MANHOLE
- EX. ELECTRIC METER/TRANSFORMER
- EX. LIGHT POLE
- EX. TRAFFIC SIGNAL POLE
- EX. UTILITY POLE
- EX. GUY WIRE
- EX. TRAFFIC SIGNAL BOX
- EX. UNIDENTIFIED MANHOLE
- X 656.5 PR. SPOT ELEVATION
- 653 PR. CONTOUR
- PR. DRAINAGE ARROW
- PR. EASEMENT LINE
- PR. SETBACK LINE
- PR. CURB/PAVEMENT
- PR. FENCE
- PR. SIDEWALK RAMP
- PR. ASPHALT PAVEMENT
- PR. CONCRETE
- PR. GUARDRAIL
- PR. SIGN
- PR. WATER MAIN
- PR. WATER VALVE
- PR. HYDRANT
- PR. WATER VALVE IN MANHOLE
- PR. WELL
- PR. REDUCER
- PR. STORM SEWER
- PR. STORM INLET/CATCH BASIN
- PR. STORM MANHOLE
- PR. STORM END SECTION
- PR. SANITARY SEWER
- PR. SANITARY MANHOLE
- PR. CLEANOUT
- PR. UTILITY CROSSING LOCATION
- PR. UNDERGROUND GAS
- PR. GAS VALVE
- PR. LIGHT POLE
- TREE PROTECTION FENCE
- DEMO UTILITY/ CURB
- DEMO PAVEMENT AND CURB
- DEMO BUILDING
- DEMO EXISTING TREE
- PR. SILT FENCE
- LIMITS OF DISTURBANCE
- PR. INLET FILTER
- PR. STONE/ RIP-RAP
- SOIL LIMITS
- SOIL TYPE

SITE SOILS INFORMATION

Shbuab: SHEBON-URBAN LAND COMPLEX, 0 TO 4 PERCENT SLOPES



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SITE LOCATION: SECTION 36, TOWNSHIP 2N, RANGE 10E, (OAKLAND COUNTY, MICHIGAN)

RECEIVING WATER: RED RUN

SITE SOILS INFORMATION:
Shbu0B: SHEBEOUN-URBAN LAND COMPLEX, 0 TO 4 PERCENT SLOPES

PER THE NATIONAL RESOURCES CONSERVATION SERVICE (NRCS) SOIL SURVEY

APPROXIMATE AREA OF DISTURBANCE: ±0.335 ACRES

PERSON RESPONSIBLE FOR ON-SITE SOIL EROSION CONTROL
CONTRACTOR:
PHONE:
FAX:

TEMPORARY STABILIZATION	
AREA REQUIRING TEMPORARY STABILIZATION	TIME FRAME TO APPLY EROSION CONTROLS
ANY DISTURBED AREAS WITHIN 50 FEET OF A STREAM AND NOT AT FINAL GRADE	WITHIN TWO DAYS OF THE MOST RECENT DISTURBANCE IF THE AREA WILL REMAIN IDLE FOR MORE THAN 21 DAYS
FOR ALL CONSTRUCTION ACTIVITIES, ANY DISTURBED AREAS THAT WILL BE DORMANT FOR MORE THAN 21 DAYS BUT LESS THAN ONE YEAR, AND NOT WITHIN 50 FEET OF A STREAM	WITHIN SEVEN DAYS OF THE MOST RECENT DISTURBANCE WITHIN THE AREA
	FOR RESIDENTIAL SUBDIVISIONS, DISTURBED AREAS MUST BE STABILIZED AT LEAST SEVEN DAYS PRIOR TO THE TRANSFER OF PERMIT COVERAGE FOR THE INDIVIDUAL LOT(S)
DISTURBED AREAS THAT WILL BE IDLE OVER THE WINTER	PRIOR TO THE ONSET OF WINTER WEATHER

PERMANENT STABILIZATION	
AREA REQUIRING PERMANENT STABILIZATION	TIME FRAME TO APPLY EROSION CONTROLS
ANY AREAS THAT WILL LIE DORMANT FOR ON YEAR OR MORE	WITHIN SEVEN DAYS OF THE MOST RECENT DISTURBANCE
ANY AREAS WITHIN 50 FEET OF A STREAM AND AT FINAL GRADE	WITHIN TWO DAYS OF REACHING FINAL GRADE
ANY OTHER AREAS AT FINAL GRADE	WITHIN SEVEN DAYS OF REACHING FINAL GRADE WITHIN THAT AREA

"TEMPORARY SEEDING" NO AREA FOR WHICH GRADING HAS BEEN COMPLETED SHALL BE LEFT UNSEEDED OR UNMULCHED FOR LONGER THAN 21 DAYS. IF PERMANENT SEED IS NOT APPLIED AT THIS TIME, TEMPORARY SEEDING SHALL BE DONE AT THE FOLLOWING RATES.

MARCH 1 TO AUGUST 15	
SEED: OATS	2 LBS./1,000 SQ. FT.
FERTILIZER: (12:12:12)	12 1/2 LBS./1,000 SQ. FT.
MULCH: (STRAW OR HAY)	2 TONS/ACRE
AUGUST 15 TO NOVEMBER 1	
SEED: ANNUAL RYE	2 LBS./1,000 SQ. FT.
FERTILIZER: (12:12:12)	12 1/2 LBS./1,000 SQ. FT.
MULCH: (STRAW OR HAY)	2 TONS/ACRE
NOVEMBER 1 TO MARCH 1	
MULCH (ONLY): (STRAW OR HAY)	2 TONS/ACRE

"PERMANENT SEEDING" SHALL BE DONE BETWEEN MARCH 15 AND OCTOBER 15. IF SEEDING IS DONE BETWEEN OCTOBER 15 AND MARCH 15, IT SHALL BE CLASSIFIED AS "TEMPORARY SEEDING" PERMANENT SEED SHALL BE 40% KENTUCKY BLUEGRASS, 40% CREEPING RED FESCUE, 20% ANNUAL RYEGRASS. PERMANENT SEEDING SHALL CONSIST OF FERTILIZING, WATERING AND SEEDING RATES INDICATED UNDER ITEM 659. SEEDING SHALL BE APPLIED WITHIN TWO DAYS AFTER FINAL GRADING OR FOLLOWING SEED BED PREPARATION.

RATES OF APPLICATION OF ITEM 659:	
TOPSOIL	3" DEPTH
GRASS SEED:	210 LBS PER ACRE
FERTILIZER: (12:12:12)	150 LBS PER ACRE
MULCH: (STRAW)	3" DEPTH, 1.5 TO 2 TONS PER ACRE (ALL MULCH MUST HAVE A TIE DOWN, SUCH AS TACKIFIER, NET BINDING, ETC.)

HYDRO SEEDING IS NOT ACCEPTABLE FOR SLOPES EXCEEDING 1%. ON SLOPES EXCEEDING 1%, STABILIZATION SHALL BE DONE WITH SEED AND STRAW MULCH WITH A TACKIFIER, OR STRAW BLANKETS PEGGED IN PLACE.

CONSTRUCTION SCHEDULE:

APPROXIMATE CONSTRUCTION SCHEDULE IS AS FOLLOWS:

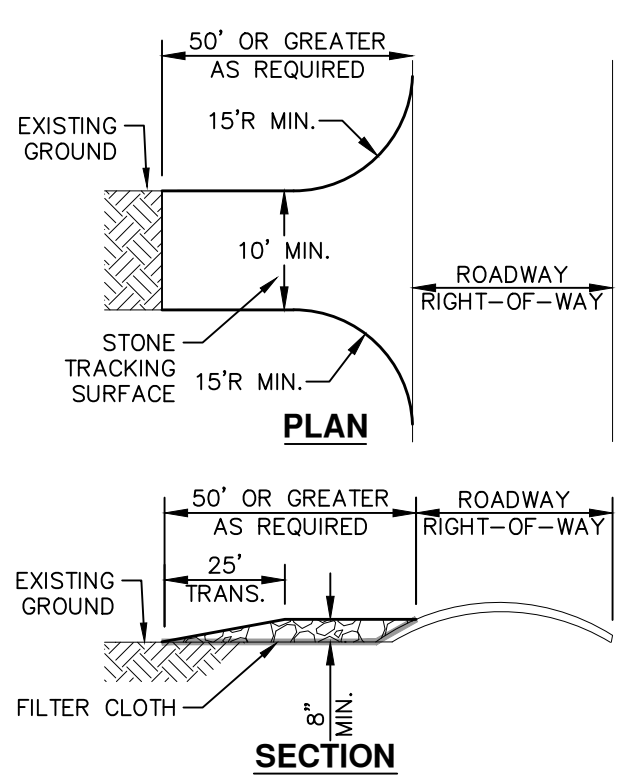
- JUN 2025 (1) PROJECT START DATE
- JUN 2025 (2) TEMPORARY EROSION CONTROL MEASURES INSTALLED
- JUN 2025 (3) GRAVEL DRIVE/ENTRANCE INSTALLED
- JUL 2025 (4) DEMOLITION ACTIVITIES
- JUL 2025 (5) LAND CLEARED OR EXCAVATION STARTED
- AUG 2025 (7) MASS GRADING
- AUG 2025 (8) UTILITIES/STORM SEWER/INLET FILTERS INSTALLED
- SEP 2025 (9) PAVING INSTALLED/INITIAL CONCRETE WORK
- SEP 2025 (10) TEMPORARY SEEDING/WINTER STABILIZATION
- SEP 2025 (11) CONCRETE WORK COMPLETE
- SEP 2025 (12) LANDSCAPE SCREENING PLANTED
- OCT 2025 (13) FINAL GRADING/SEEDING
- OCT 2025 (14) CATCH BASINS/PONDS CLEANED
- OCT 2025 (15) PERMANENT EROSION CONTROL MEASURES IN PLACE
- NOV 2025 (16) TEMPORARY EROSION CONTROL MEASURES REMOVED
- NOV 2025 (17) PROJECT END DATE

GENERAL SOIL EROSION CONTROL NOTES:

- THE CONTRACTOR SHALL CONFORM TO PART 91 OF ACT 451 OF THE PUBLIC ACTS OF 1994; EROSION AND SEDIMENT CONTROL OF RUNOFF DURING CONSTRUCTION (AS AMENDED) AND CURRENT LOCAL ORDINANCES FOR EROSION AND SEDIMENTATION CONTROL.
- PRIOR TO ANY EARTH CHANGE, THE DEVELOPER SHALL SUBMIT A DETAILED EROSION CONTROL PLAN, COMPLETED APPLICATION AND CHECKLIST FORMS, PAY ALL FEES AND POST AN EROSION CONTROL PERFORMANCE BOND, AS REQUESTED.
- CONSTRUCTION OPERATION SHALL BE SCHEDULED AND PERFORMED SO THAT PREVENTATIVE SOIL EROSION CONTROL MEASURES ARE IN PLACE PRIOR TO EXCAVATION IN CRITICAL AREAS AND TEMPORARY STABILIZATION MEASURES ARE IN PLACE IMMEDIATELY FOLLOWING BACKFILLING OPERATIONS.
- SPECIAL PRECAUTIONS WILL BE TAKEN IN THE USE OF CONSTRUCTION EQUIPMENT TO PREVENT SITUATIONS THAT PROMOTE EROSION.
- CLEANUP WILL BE DONE IN A MANNER TO ENSURE THAT EROSION CONTROL MEASURES ARE NOT DISTURBED.
- NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FOR STORM WATER DISCHARGE FROM THE CONSTRUCTION ACTIVITIES IS REQUIRED PRIOR TO ANY EARTH CHANGE ON SITE WITH DISTURBANCE GREATER THAN 5 ACRES.
- THE CONTRACTOR IS REQUIRED TO KEEP A COPY OF THE APPROVED SOIL EROSION AND SEDIMENT CONTROL PLAN AND PERMIT AT THE CONSTRUCTION SITE.
- ALL SOIL EROSION CONTROL PRACTICES TO BE INSTALLED PRIOR TO ANY MAJOR SOIL DISTURBANCE, OR IN THEIR PROPER SEQUENCE, AND MAINTAINED UNTIL SUCH MEASURES ARE PERMANENTLY STABILIZED AS DETERMINED BY THE SOIL EROSION INSPECTOR.
- DURING CONSTRUCTION, ANY ADDITIONAL CONTROL MEASURES AS DEEMED NECESSARY TO PREVENT EROSION OR CONTROL SEDIMENT BEYOND THOSE MEASURES SHOWN ON THE APPROVED PLANS SHALL BE INSTALLED OR EMPLOYED AT THE DIRECTION OF THE LOCAL JURISDICTION OR THE SOIL EROSION INSPECTOR.
- TEMPORARY AND PERMANENT STABILIZATION SHALL BE CONDUCTED PER THE TABLE BELOW.
- TRENCH AND GROUND WATER MUST PASS THROUGH A SEDIMENT POND, FILTER BAG OR OTHER COMPARABLE METHOD PRIOR TO DISCHARGING FROM THE SITE. IF USING A FILTER BAG, IT SHOULD BE PLACED ON FLAT GROUND TO ENSURE EFFICIENCY. THE FILTER BAG SHOULD BE LOCATED A SUFFICIENT DISTANCE FROM THE EXISTING WATERCOURSE OR WETLAND TO ALLOW PROPER SETTLING OR FILTERING THROUGH NATURAL VEGETATION. DEWATERING DISCHARGE SHALL BE MONITORED FOR ANY EROSION CONDITIONS. IF EROSION OCCURS, DEWATERING OPERATIONS MUST CEASE AND THE ERODED AREA MUST BE STABILIZED IMMEDIATELY, AND MAY RESUME ONLY AFTER STABILIZATION IS COMPLETE.
- ANY TEMPORARY SOIL STOCKPILE SHALL OCCUR WITHIN THE LIMITS OF THE SILT FENCE. STOCKPILES TO BE GRADED TO A MAXIMUM OF 3:1 SIDE SLOPE.
- A CONCRETE WASHOUT AREA SHALL BE DESIGNATED AND UTILIZED AS NECESSARY. CONCRETE TRUCKS ARE NOT PERMITTED TO WASH OUT DIRECTLY INTO STORM SEWERS, STREAMS, OR CHANNELS.
- GRADING SHALL BE DONE AS TO NOT DISRUPT THE STORM WATER FROM ADJACENT PROPERTIES.
- NO SOLID OR LIQUID WASTE, INCLUDING BUILDING MATERIALS OR THEIR PACKAGING, SHALL DISCHARGE INTO STORM WATER RUN OFF.
- CONTAMINATED SOILS WHERE CONSTRUCTION SITE CHEMICALS HAVE BEEN SPILLED MUST BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS.

STABILIZED CONSTRUCTION ENTRANCE NOTES:

- PROVIDE APPROPRIATE TRANSITION BETWEEN STABILIZED CONSTRUCTION ENTRANCE AND PUBLIC R.O.W.
- DESIGN CRITERIA FOR STABILIZED CONSTRUCTION ENTRANCE:
 - STONE SIZE - USE ASTM 0-33, SIZE NO. 2 OR 3, USE CRUSHED STONE
 - THICKNESS - NOT LESS THAN 8 INCHES
 - WIDTH - NOT LESS THAN FULL WIDTH OF POINTS OF INGRESS OR EGRESS
 - LENGTH - 50' MINIMUM WHERE THE SOILS ARE SAND OR GRAVEL OR 100 FEET MINIMUM WHERE SOILS ARE CLAYS OR SILTS, EXCEPT WHERE THE TRAVELED LENGTH IS LESS THAN 50 TO 1 FEET RESPECTIVELY. THESE LENGTHS MAY BE INCREASED WHERE FIELD CONDITIONS DICTATE.
 - FILTER CLOTH - WILL BE PLACED OVER ENTIRE AREA PRIOR TO PLACING OF STONE
 - MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ON TO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE, OR ADDITIONAL LENGTH AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAY MUST BE REMOVED IMMEDIATELY.



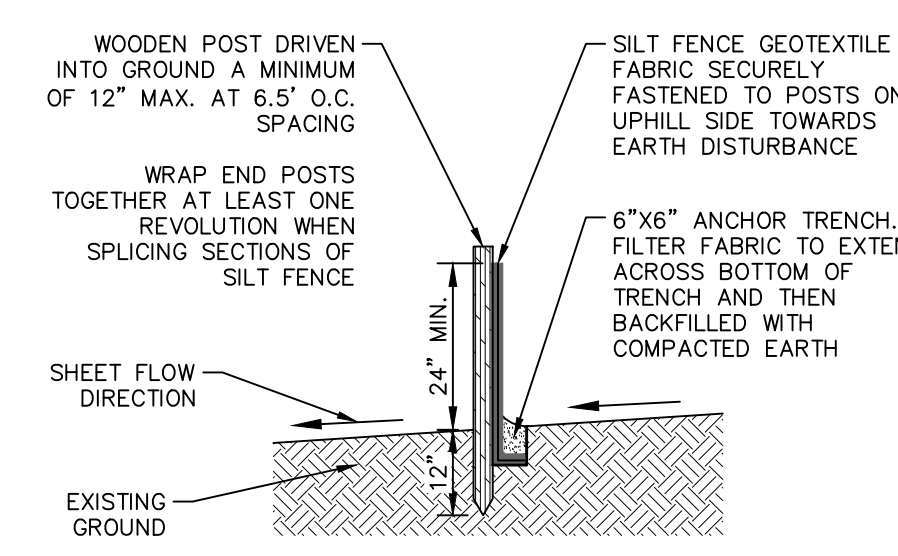
TEMPORARY CONSTRUCTION ACCESS DETAIL
NOT TO SCALE

MAINTENANCE REQUIREMENTS:

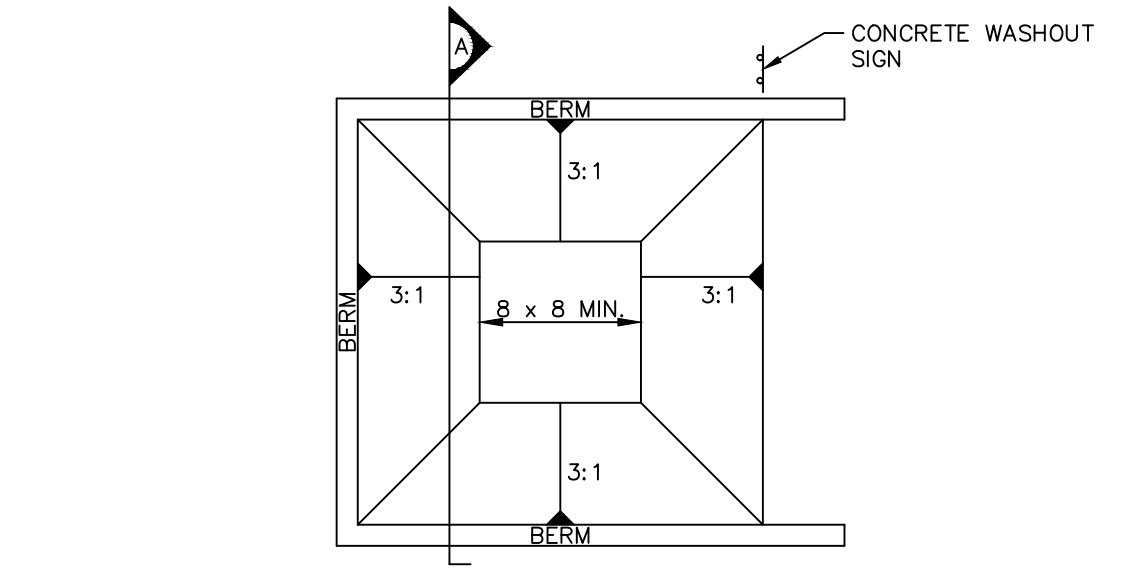
- ALL BMPs MUST BE MAINTAINED IN A FUNCTIONAL CONDITION UNTIL ALL UPSLOPE AREAS THEY CONTROL ARE PERMANENTLY RESTABILIZED.
- QUALIFIED PERSONNEL (PROVIDED BY THE DEVELOPER) MUST INSPECT ALL BMPs AT LEAST ONCE EVERY 7 DAYS AND WITHIN 24 HOURS OF A 0.5" OR GREATER RAINFALL WITHIN ANY 24-HOUR PERIOD AND DETERMINE IF THE SWP3 HAS BEEN PROPERLY IMPLEMENTED.
- WRITTEN REPORTS SUMMARIZING INSPECTION RESULTS MUST BE MADE AVAILABLE UPON REQUEST. REPORTS MUST INCLUDE: DATE OF INSPECTION, NAME AND QUALIFICATIONS OF THE INSPECTOR, WEATHER CONDITIONS, LOCATIONS WHERE IN-STREAM OR OFF-SITE SEDIMENTATION WAS OBSERVED, LOCATION OF BMPs NEEDING MAINTENANCE, LOCATIONS OF BMPs FAILING TO OPERATE CORRECTLY OR PROVIDE ADEQUATE PROTECTION, OR LOCATION OF AREAS IN NEED OF ADDITIONAL BMPs NOT IN PLACE AT THE TIME OF INSPECTION.
- THE REPORTS MUST IDENTIFY INCIDENTS OF NON-COMPLIANCE WITH THE NPDES PERMIT WHERE A REPORT DOES NOT IDENTIFY INCIDENTS OF NON-COMPLIANCE, THE REPORT MUST CONTAIN A CERTIFICATION THAT THE SITE IS IN COMPLIANCE AT THE TIME OF INSPECTION.
- MAINTENANCE OR REPAIR OF BMPs MUST BE COMPLETED WITHIN 3 DAYS OF THE DATE OF THE INSPECTION THAT REVEALED THEY WERE DEFICIENT. FOR SEDIMENT PONDS, REPAIR OR MAINTENANCE IS REQUIRED WITHIN 10 DAYS OF THE INSPECTION.
- WHEN INSPECTIONS REVEAL THAT A BMP IS NOT EFFECTIVE AND THAT ANOTHER, MORE APPROPRIATE BMP IS REQUIRED, THE SWP3 MUST BE AMENDED AND THE MORE APPROPRIATE BMP MUST BE INSTALLED WITHIN 10 DAYS OF THE INSPECTION THAT REVEALED THE DEFICIENCY.
- WHEN THE INSPECTION REVEALS THAT A BMP DEPICTED ON THE SWP3 HAS NOT BEEN INSTALLED, BUT IS REQUIRED TO PROVIDE ADEQUATE CONTROL AT THE SITE, IT MUST BE INSTALLED PRIOR TO THE NEXT STORM EVENT, WHICH PRODUCES RUNOFF, BUT IN NO CASE LATER THAN 10 DAYS FROM THE DATE OF INSPECTION, WHICH REVEALED THE DEFICIENCY.
- THE REPORTS MUST BE MAINTAINED FOR THREE (3) YEARS FOLLOWING THE SUBMITTAL OF A NOTICE OF TERMINATION.

MAINTENANCE NOTES:

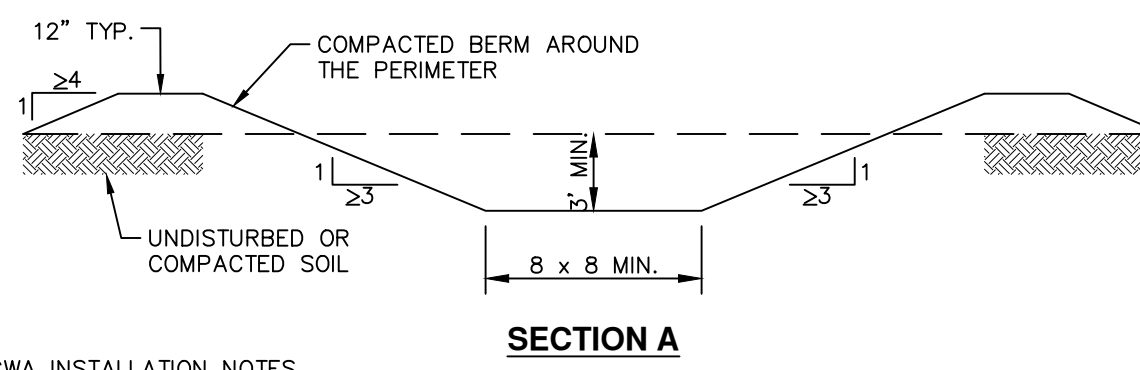
- ALL DIRT AND MUD TRACKED ONTO ROADS DUE TO CONSTRUCTION SHALL BE REMOVED ON A DAILY BASIS BY THE CONTRACTOR.
- SHOULD DUST BECOME A PROBLEM AT THE SITE, THE CONTRACTOR SHALL PROVIDE WATERING OR OTHER METHOD OF DUST CONTROL ACCEPTABLE TO THE WASHTENAW COUNTY WATER RESOURCES COMMISSIONER.
- TEMPORARY STONE ACCESS DRIVE:
 - CRUSHED LIMESTONE BASE SHALL BE PLACED ON A GEOTEXTILE FILTER CLOTH OR APPROVED ALTERNATIVE.
 - ADDITIONAL LAYERS OF STONE OR CRUSHED LIMESTONE BASE SHALL BE ADDED IN LAYERS AND COMPACTED.
 - STEPS SHALL BE TAKEN TO REPAIR IF RUTS OR POOLING WATER APPEAR.
- SILT FENCE:
 - BUILT UP SEDIMENT SHALL BE REMOVED WHEN SEDIMENT ACCUMULATES TO 1/3 TO 1/2 OF THE HEIGHT OF THE SILT FENCE.
 - IF SILT FABRIC DECOMPOSES OR BECOMES INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USEABLE LIFE, AND THE BARRIER IS STILL REQUIRED, THE FABRIC SHALL BE PROMPTLY REPLACED.
- INLET FILTERS:
 - INLET FILTERS SHALL BE INSPECTED WEEKLY UNDER NORMAL CONDITIONS, WITHIN 24 HOURS OF RAINFALL AND DAILY DURING PROLONGED RAIN.
 - BUILT-UP SEDIMENT AND DEBRIS SHALL BE REMOVED PROMPTLY.
 - IF FABRIC DECOMPOSES OR BECOMES INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USEABLE LIFE AND THE BARRIER IS STILL REQUIRED, INLET FILTER SHALL BE REPLACED.



GEOTEXTILE SILT FENCE
NOT TO SCALE



CONCRETE WASHOUT AREA PLAN



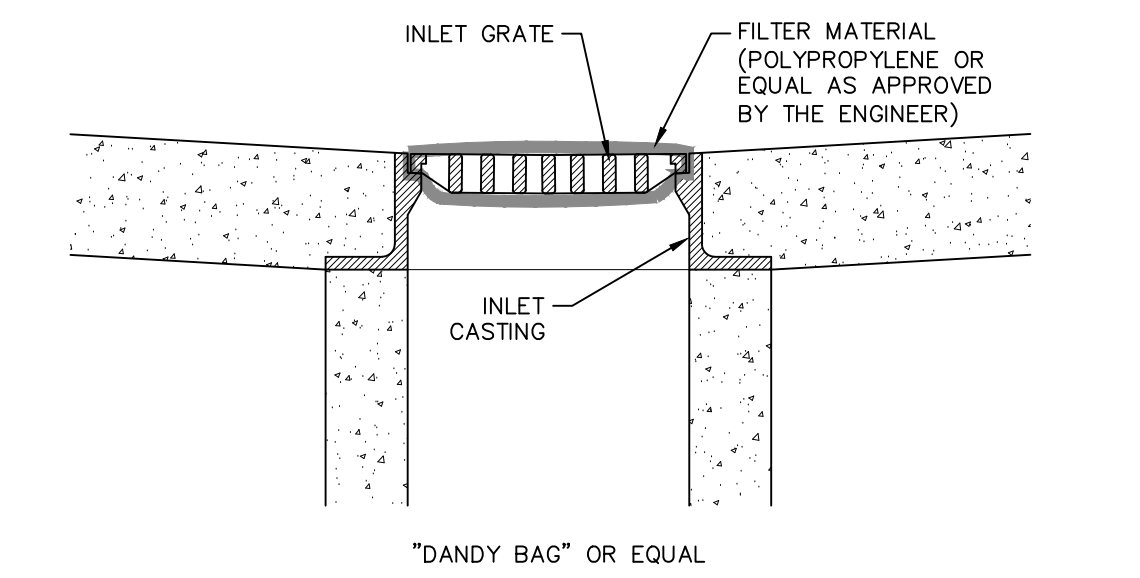
SECTION A

CWA INSTALLATION NOTES:

- SEE PLAN VIEW FOR INSTALLATION LOCATION. SEE NOTE 2 FOR LINER.
- DO NOT LOCATE ANY UNLINED CWA WITHIN 400' OF ANY NATURAL DRAINAGE PATHWAY OR WATERBODY. DO NOT LOCATE WITHIN 1,000' OF ANY WELLS OR DRINKING WATER SOURCES. IF SITE CONSTRAINTS MAKE THIS INFEASIBLE, OR IF HIGHLY PERMEABLE SOILS EXIST ON SITE, THE CWA MUST BE INSTALLED WITH AN IMPERMEABLE LINER (16 MIL. MIN. THICKNESS) OR SURFACE STORAGE ALTERNATIVES USING PREFABRICATED CONCRETE WASHOUT DEVICES OR A LINED ABOVE GROUND STORAGE AREA SHOULD BE USED.
- THE CWA SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE.
- CWA SHALL INCLUDE A FLAT SUBSURFACE PIT THAT IS AT LEAST 8' BY 8'. SLOPES LEADING OUT OF THE SUBSURFACE PIT SHALL BE 3:1 OR FLATTER. THE PIT SHALL BE AT LEAST 3' DEEP.
- BERM SURROUNDING SIDES AND BACK OF THE CWA SHALL HAVE A MINIMUM HEIGHT OF 1'.
- SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE CWA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CWA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
- USE EXCAVATED MATERIAL FOR PERIMETER BERM CONSTRUCTION.

CONCRETE WASHOUT AREA

NOT TO SCALE



LOW POINT INLET FILTER
NOT TO SCALE

SOIL EROSION CONTROL MAINTENANCE TASKS AND SCHEDULE

DURING CONSTRUCTION
TO BE PERFORMED BY CONTRACTOR

TASKS	PAVED AREAS	PERVIOUS AREAS	STORM DRAINAGE SYSTEM	OUTLET CONTROL STR	DETENTION POND	SCHEDULE
INSPECT FOR SEDIMENT ACCUMULATION	X	X	X	X	X	WEEKLY
REMOVAL OF SEDIMENT ACCUMULATION	X	X	X	X	X	AS NEEDED* AND PRIOR TO TURNOVER
INSPECT FOR FLOATABLES AND DEBRIS				X	X	QUARTERLY
CLEANING FOR FLOATABLES AND DEBRIS				X	X	QUARTERLY AND AT TURNOVER
INSPECTION FOR EROSION		X	X			WEEKLY
REESTABLISH PERMANENT VEGETATION ON ERODED SLOPES		X				AS NEEDED* AND PRIOR TO TURNOVER
CLEAN DRIVES AND PARKING LOTS	X					WEEKLY OR AS DETERMINED BY PERMITTING AGENCY
WATER DISTURBED AREAS TO PROVIDE DUST CONTROL						ALL DISTURBED AREAS OF SITE AS NEEDED
INSPECT STRUCTURAL ELEMENTS DURING WET WEATHER AND COMPARE TO AS-BUILT PLANS (BY A PROFESSIONAL ENGINEER REPORTING TO THE OWNER)			X	X	X	ANNUALLY AND AT TURNOVER
MAKE ADJUSTMENTS OR REPLACEMENTS AS DETERMINED		X	X	X	X	AS NEEDED

* "AS NEEDED" MEANS WHEN SEDIMENT HAS ACCUMULATED TO A MAXIMUM OF ONE FOOT DEPTH

LONG TERM STORM WATER MAINTENANCE PLAN & BUDGET
TO BE PERFORMED BY OWNER OR OWNER'S REP.

TASKS	PAVED AREAS	PERVIOUS AREAS	STORM DRAINAGE SYSTEM	OUTLET CONTROL STR	DETENTION POND	SCHEDULE	ANNUAL COST
INSPECT FOR SEDIMENT ACCUMULATION	X	X	X	X	X	SEM-ANNUALLY/AS NEEDED*	\$100.00
REMOVAL OF SEDIMENT ACCUMULATION	X	X	X	X	X	5-10 YRS/AS NEEDED*	\$200.00
INSPECT FOR FLOATABLES AND DEBRIS				X	X	ANNUALLY	\$100.00
CLEANING FOR FLOATABLES AND DEBRIS				X	X	ANNUALLY	\$300.00
INSPECTION FOR EROSION		X	X			ANNUALLY/AFTER MAJOR STORMS	\$100.00
REESTABLISH PERMANENT VEGETATION ON ERODED SLOPES		X				AS NEEDED	\$300.00
CLEAN DRIVES AND PARKING LOTS	X					ANNUALLY	\$500.00
MOWING	X	X				0-2 TIMES PER YEAR	\$400.00
INSPECT STRUCTURAL ELEMENTS DURING WET WEATHER AND COMPARE TO AS-BUILT PLANS (BY A PROFESSIONAL ENGINEER REPORTING TO THE OWNER)			X	X	X	ANNUALLY	\$100.00
MAKE ADJUSTMENTS OR REPLACEMENTS AS DETERMINED BY ANNUAL WET WEATHER INSPECTION		X	X	X	X	AS NEEDED	\$100.00
INSPECTION OF BIOTENTATION & SUBSURFACE INFILTRATION SYSTEM						FOLLOWING STORMS OF 1" OR MORE	\$100.00
KEEP RECORDS OF ALL INSPECTIONS AND MAINTENANCE ACTIVITIES AND REPORT TO PROPERTY OWNER						ANNUALLY	\$50.00
KEEP RECORDS OF ALL COSTS FOR INSPECTIONS, MAINTENANCE AND REPAIRS. REPORT TO PROPERTY OWNER						ANNUALLY	\$50.00
PROPERTY OWNER REVIEWS COST EFFECTIVENESS OF THE PREVENTATIVE MAINTENANCE PROGRAM AND MAKES NECESSARY ADJUSTMENTS						ANNUALLY	\$50.00
OWNER TO HAVE A PROFESSIONAL ENGINEER CARRY OUT EMERGENCY INSPECTIONS UPON IDENTIFICATION OF SEVERE PROBLEMS						AS NEEDED	\$150.00

* "AS NEEDED" MEANS WHEN SEDIMENT HAS ACCUMULATED TO A MAXIMUM OF ONE FOOT DEPTH



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

Revisions	Date	By
4/4/2025	PER CITY OF BIRMINGHAM	
5/30/2025	PER CITY OF BIRMINGHAM	



Project Number	1051-25-13215	Date	5/30/2025
P.M.	AW	Checked by	AW
Drawn by	WB	Crew/Book	

Client:
GRACE BAPTIST CHURCH

Project:
GRACE BAPTIST CHURCH

Site Address:
280 EAST LINCOLN STREET
BIRMINGHAM, MI 48009

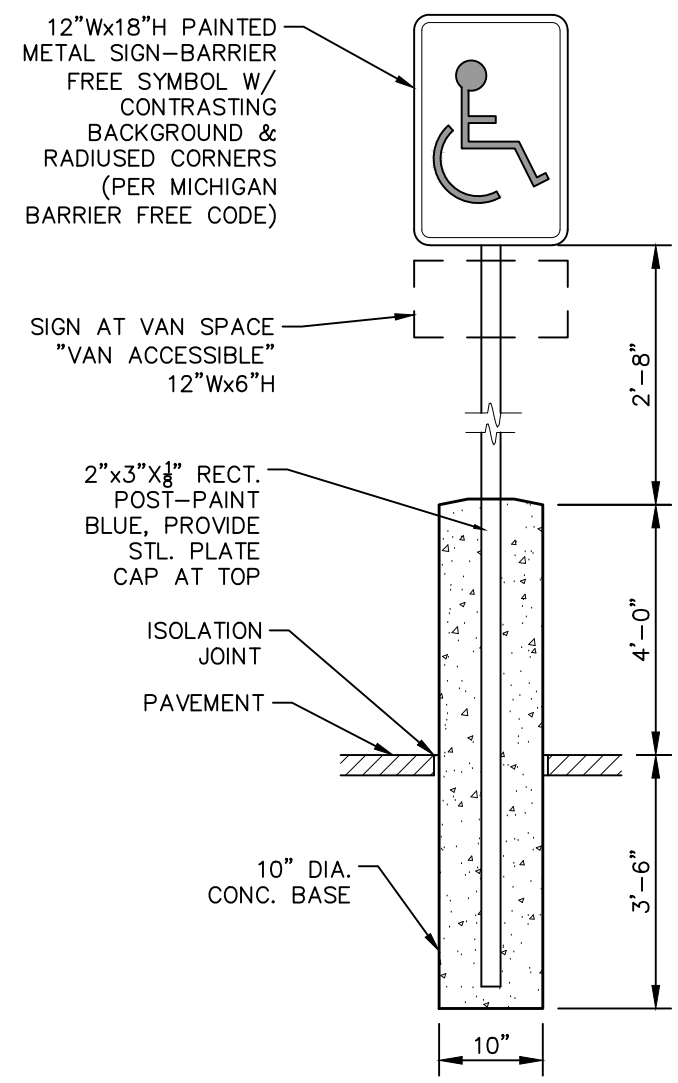
County: OAKLAND
Community: BIRMINGHAM

Township: 2N
Range: 10E
Section: 36

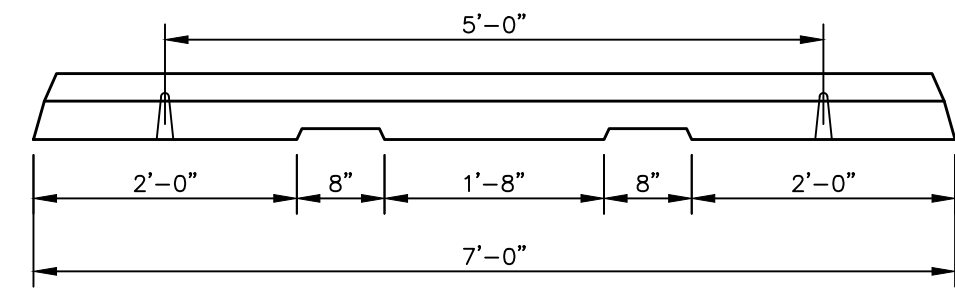
Professional Name: ANDREW WALTERS, PE
Date: 5/30/2025

SITE PLAN
SOIL EROSION AND SEDIMENTATION NOTES AND DETAILS

Drawing Scale	Sheet Number
	09

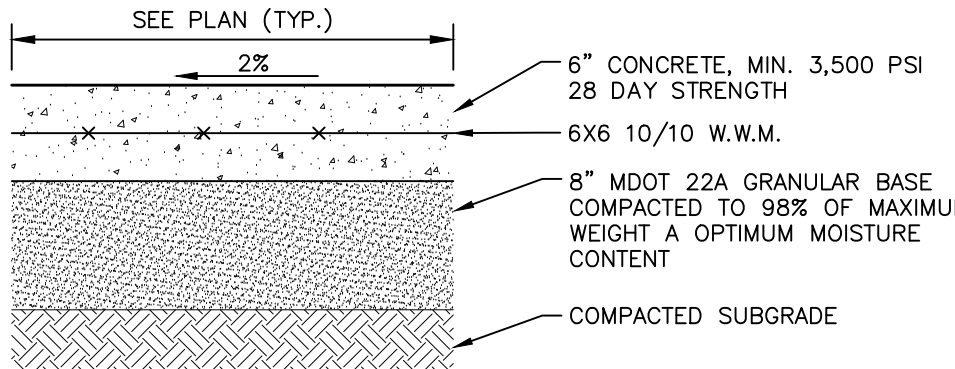


ADA SIGN WITH BOLLARD
NOT TO SCALE

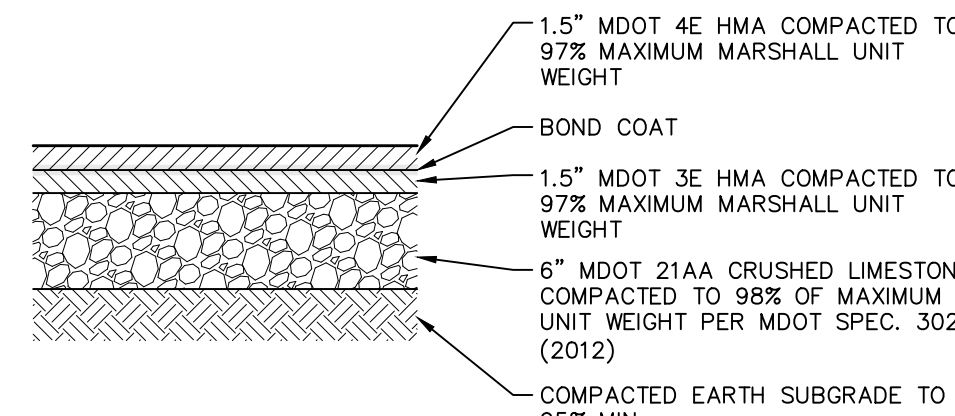


NOTES:
MATERIALS:
WHEEL STOPS: PRECAST 4000 PSI MINIMUM COMPRESSIVE STRENGTH. EACH STOP SHALL BE REINFORCED WITH TWO NO. 4 DEFORMED CHAMFERED CORNERS AND DRAINAGE SLOTS ON UNDERSIDE, AND PROVIDE HOLES FOR DOWEL-ANCHORING TO SUBGRADE.
STEEL BARS FOR INSTALLATION: GALVANIZED #4 STEEL DOWELS OR GALVANIZED NO. 5 STEEL REINFORCING BARS, 18" LONG.
INSTALLATION:
WHEEL STOPS TO BE CENTERED IN WIDTH OF PARKING STALL.
SECURELY ATTACH WHEEL STOPS INTO AT-GRADE PAVEMENT WITH NOT LESS THAN TWO GALVANIZED STEEL DOWELS EMBEDDED IN HOLES CAST INTO WHEEL STOPS. FIRMLY BOND EACH DOWEL TO WHEEL STOP AND TO PAVEMENT.

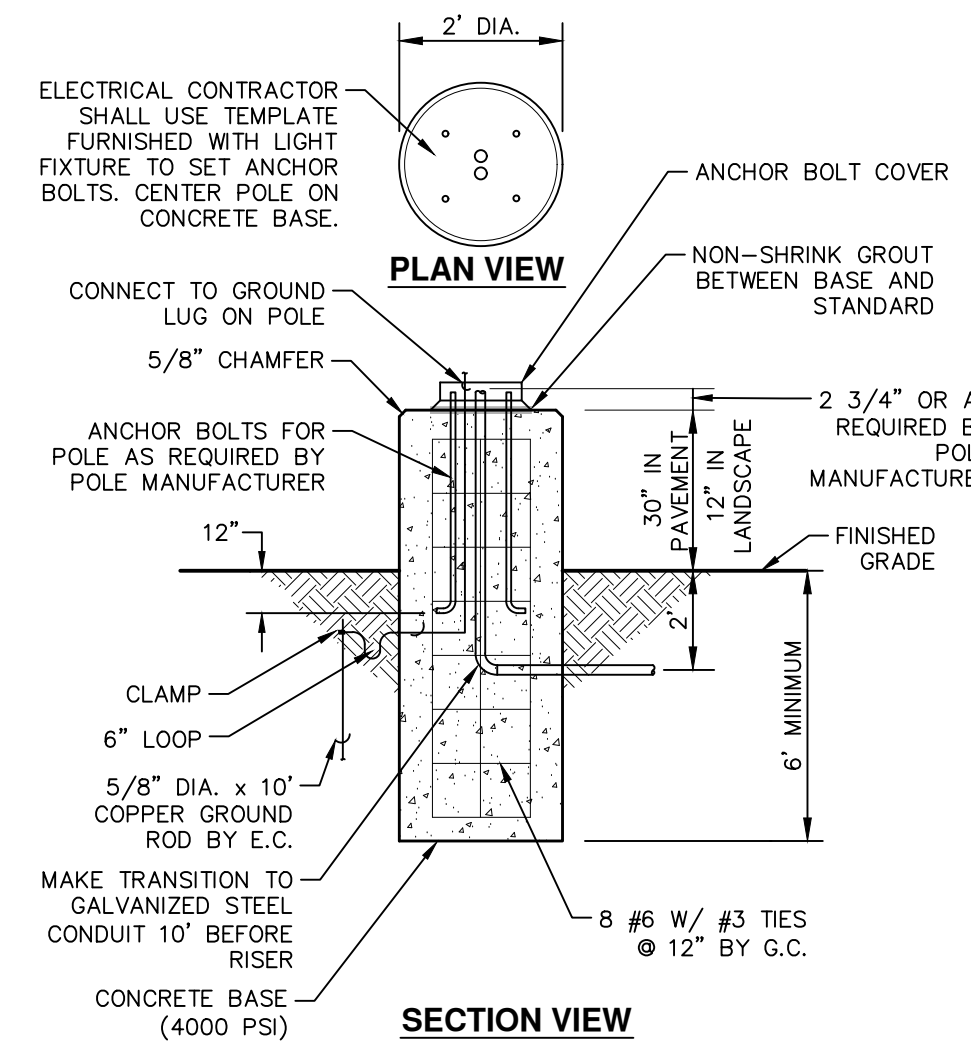
CONCRETE WHEEL STOP
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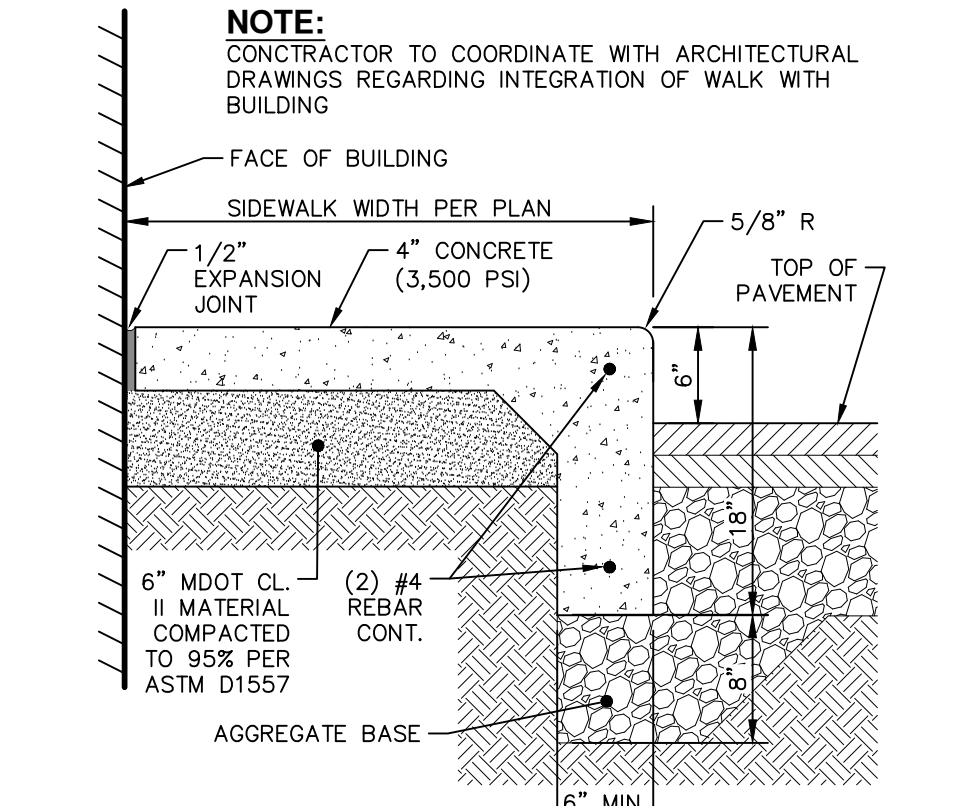
REINFORCED CONCRETE PAVEMENT
NOT TO SCALE



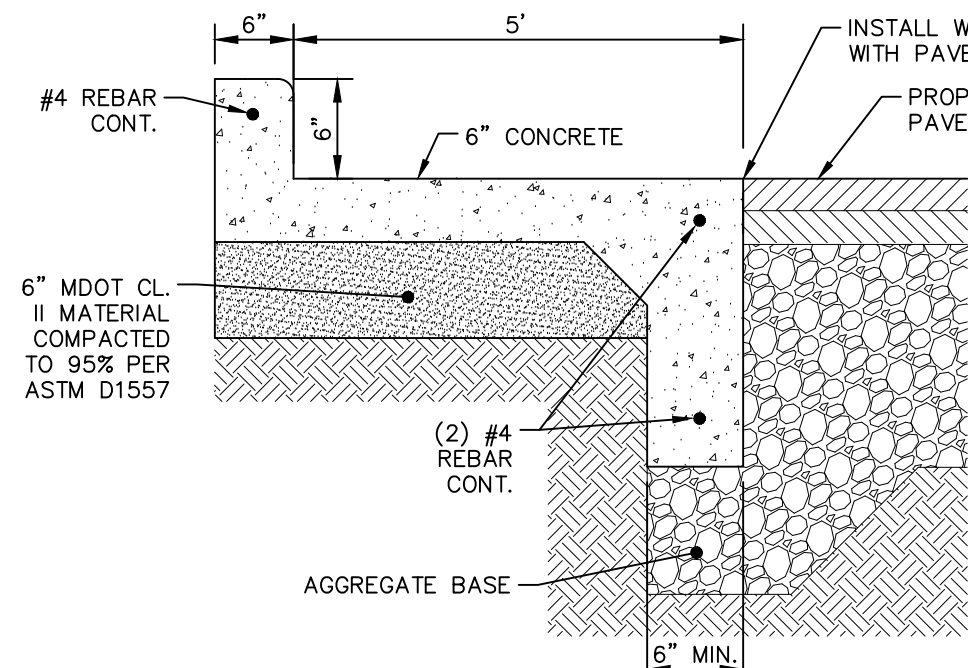
ASPHALT PAVEMENT - STANDARD DUTY
NOT TO SCALE



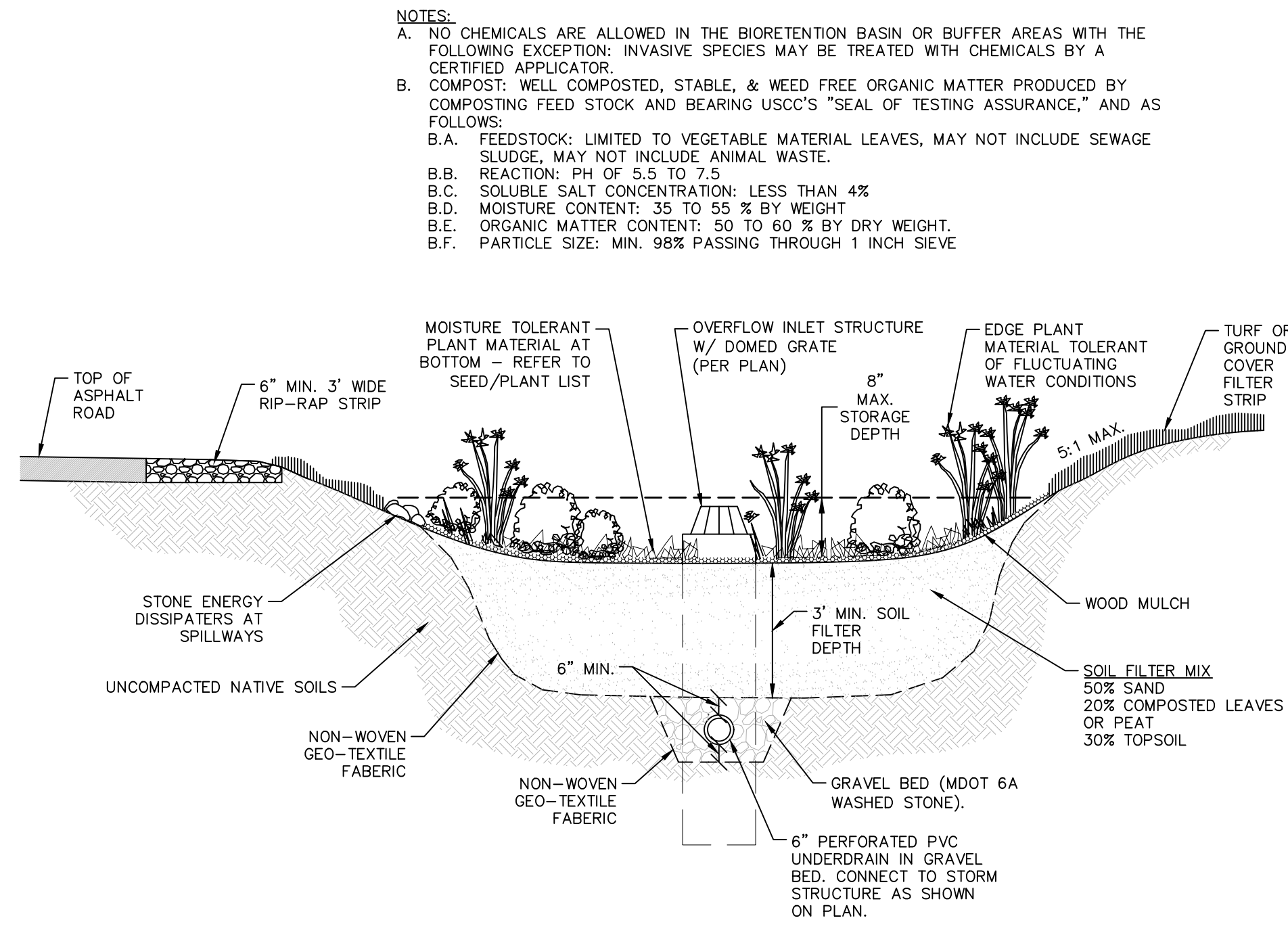
LIGHT POST BASE
NOT TO SCALE



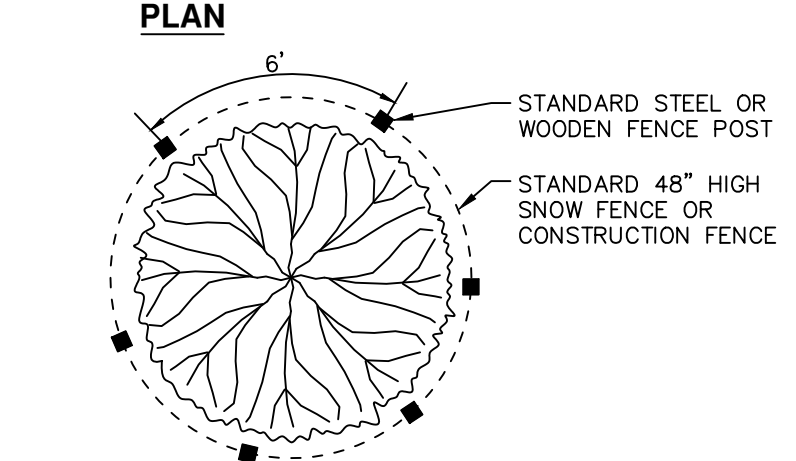
INTEGRAL CURB AND WALK AT BUILDING
NOT TO SCALE



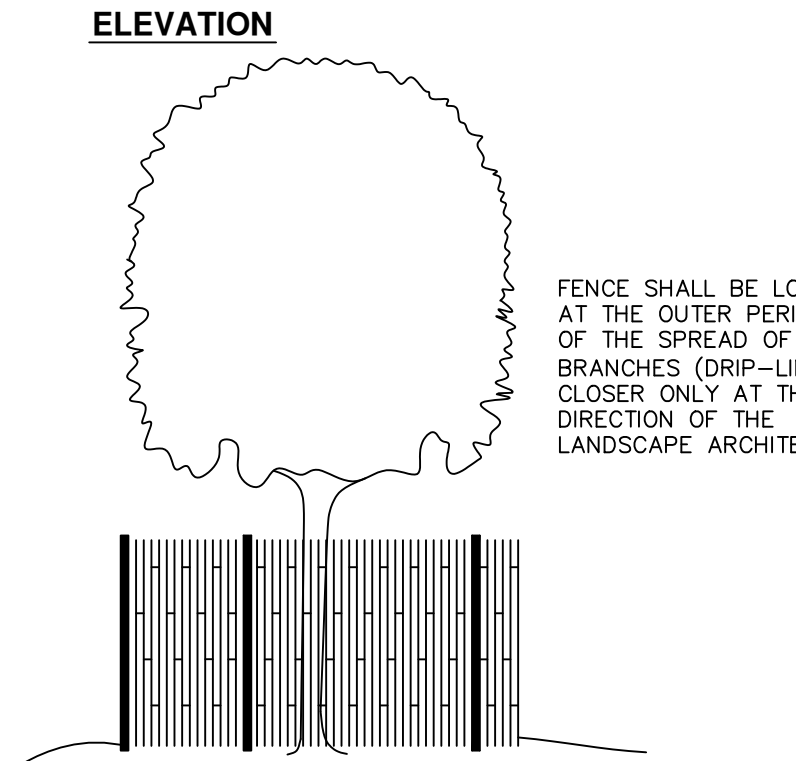
SIDEWALK ADJACENT TO DRIVE
NOT TO SCALE



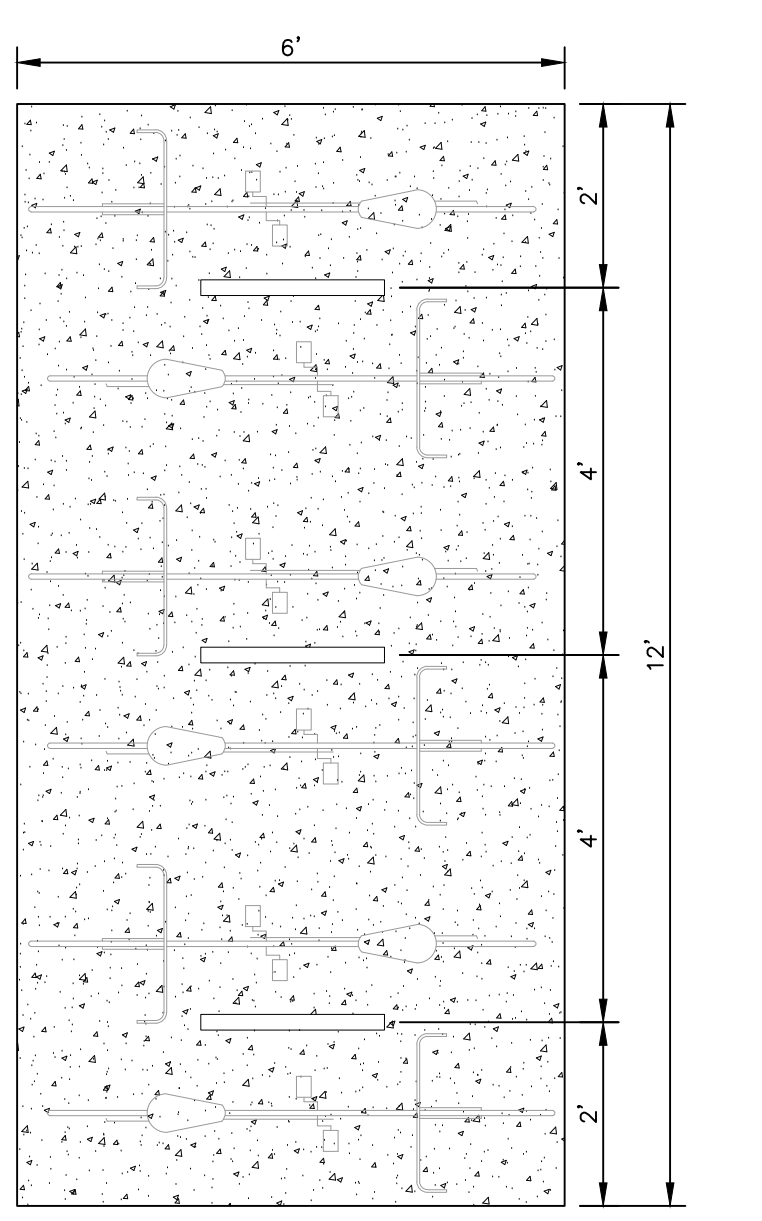
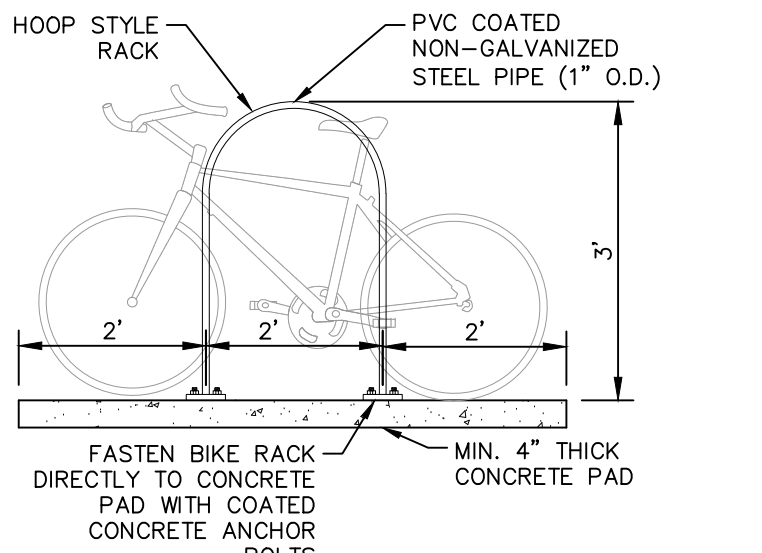
BIORETENTION DETAIL
NOT TO SCALE



TREE PROTECTION FENCE
NOT TO SCALE



TREE PROTECTION FENCE
NOT TO SCALE



BICYCLE PARKING DETAIL
NOT TO SCALE

NOTES:
A. NO CHEMICALS ARE ALLOWED IN THE BIORETENTION BASIN OR BUFFER AREAS WITH THE FOLLOWING EXCEPTION: INVASIVE SPECIES MAY BE TREATED WITH CHEMICALS BY A CERTIFIED APPLICATOR.
B. COMPOST: WELL COMPOSTED, STABLE, & WEED FREE ORGANIC MATTER PRODUCED BY COMPOSTING FEED STOCK AND BEARING USCC'S "SEAL OF TESTING ASSURANCE," AND AS FOLLOWS:
B.A. FEEDSTOCK: LIMITED TO VEGETABLE MATERIAL LEAVES, MAY NOT INCLUDE SEWAGE SLUDGE, MAY NOT INCLUDE ANIMAL WASTE.
B.B. REACTION: PH OF 5.5 TO 7.5
B.C. SOLUBLE SALT CONCENTRATION: LESS THAN 4%
B.D. MOISTURE CONTENT: 35 TO 55 % BY WEIGHT
B.E. ORGANIC MATTER CONTENT: 50 TO 60 % BY DRY WEIGHT.
B.F. PARTICLE SIZE: MIN. 98% PASSING THROUGH 1 INCH SIEVE



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

Revisions	Date	By
1	4/4/2025	PER CITY OF BIRMINGHAM
2	5/30/2025	PER CITY OF BIRMINGHAM



Project Number	1051-25-13215	Date	5/30/2025
P.M.	AW	Checked by	AW
		Drawn by	WB
		Created/Book	

Client: **GRACE BAPTIST CHURCH**

Project: **GRACE BAPTIST CHURCH**

Site Address:
280 EAST LINCOLN STREET
BIRMINGHAM, MI 48009

County: OAKLAND Community: BIRMINGHAM
Township: 2N Range: 10E Section: 36

Professional Name: ANDREW WALTERS, PE Date: 5/30/2025

Title: **SITE PLAN**
DETAILS

Drawing Scale	Sheet Number
	10

K:\2025\1051-25-13215\Drawings\Site Plan\13215-01.dwg



**Ganther Construction
Architecture, Inc.**

4825 County Road A
Oshkosh, Wisconsin 54901
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PROPOSED LOWER LEVEL FLOOR PLAN
SCALE: 3/16" = 1'-0"

PROPOSED PROJECT FOR:
GRACE BAPTIST CHURCH
280 E. LINCOLN STREET, BIRMINGHAM, MI 48009

REVISIONS

#	DATE

Project Number 24-1037
Date 3/5/2025
Drawn By JJR
Checked By AHI

**PROPOSED LOWER LEVEL
FLOOR PLAN**

A1

FINAL SITE PLAN REVIEW



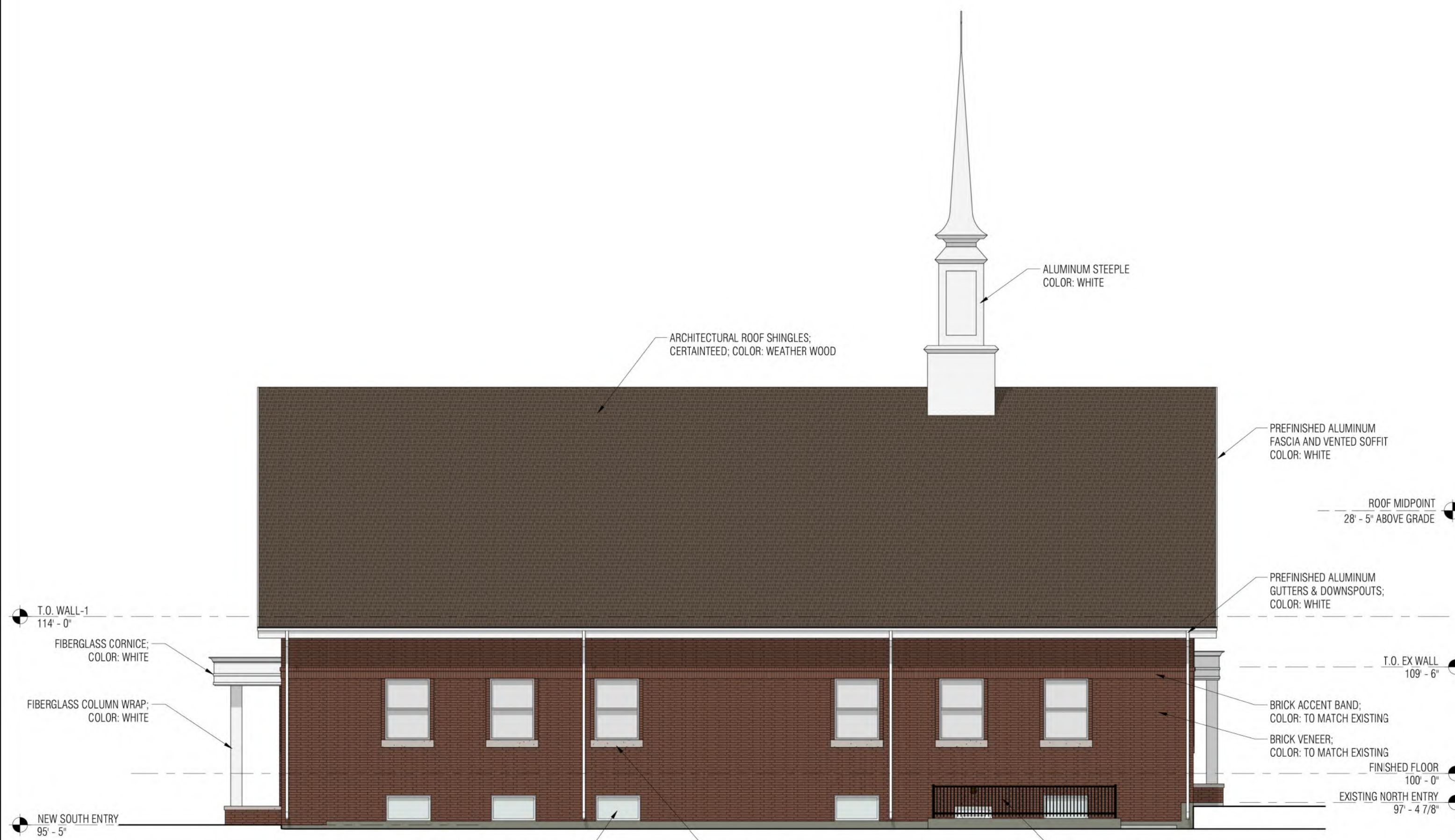
**Ganther Construction
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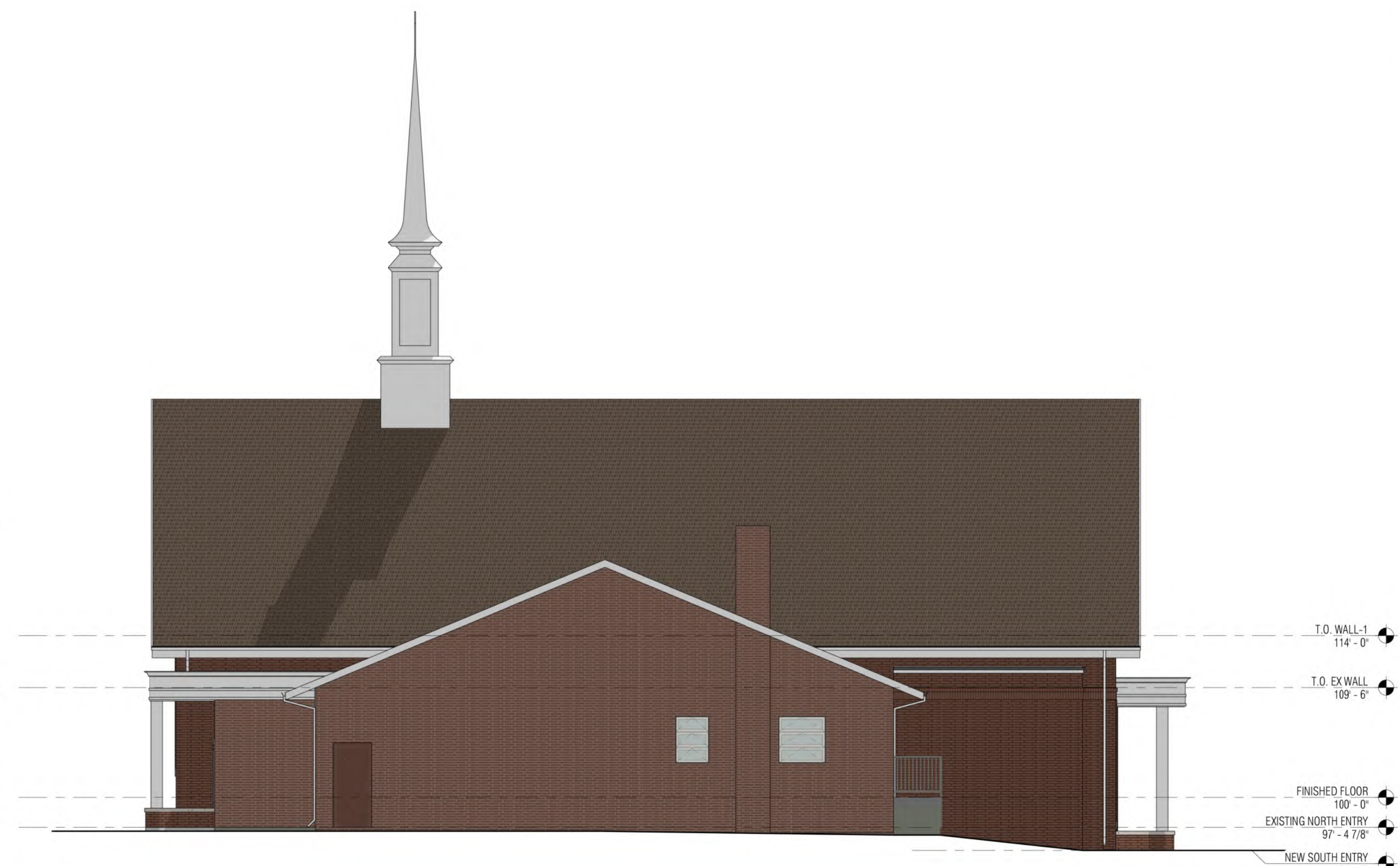
PROPOSED PROJECT FOR:
GRACE BAPTIST CHURCH

280 E. LINCOLN STREET, BIRMINGHAM, MI 48009



EXTERIOR EAST ELEVATION

SCALE: 1/8" = 1'-0"



EXTERIOR WEST ELEVATION

SCALE: 1/8" = 1'-0"

REVISIONS

#	DATE

Project Number 24-1037

Date 3/5/2025

Drawn By JJR

Checked By AHI

EXTERIOR ELEVATIONS

A4

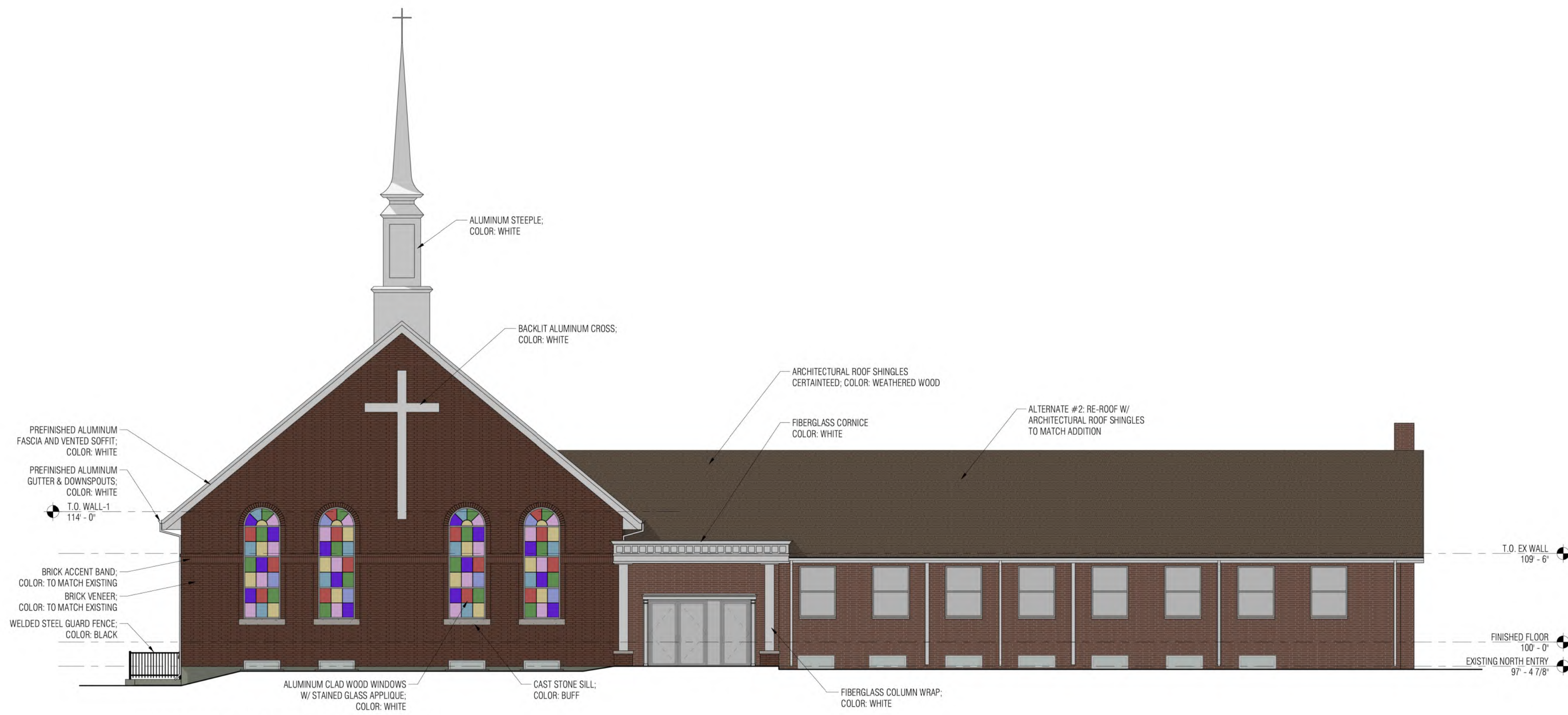
FINAL SITE PLAN REVIEW



**Ganther Construction
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EXTERIOR NORTH ELEVATION

SCALE: 1/8" = 1'-0"



EXTERIOR SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

PROPOSED PROJECT FOR:
GRACE BAPTIST CHURCH
280 E. LINCOLN STREET, BIRMINGHAM, MI 48009

REVISIONS	
#	DATE

Project Number 24-1037
Date 3/5/2025
Drawn By JJR
Checked By AHI

EXTERIOR ELEVATIONS

A3

FINAL SITE PLAN REVIEW



MEMORANDUM

Planning Department

DATE: April 9, 2025

TO: Planning Board Members

FROM: Leah Blizinski, City Planner

SUBJECT: 280 E. Lincoln – Grace Baptist Church – Special Land Use Permit, Final Site Plan and Design Review

The subject site, 280 E. Lincoln, is located in the R2 (Single-Family Residential) zoning district on the south side of Lincoln between Cedar and Edgewood. Grace Baptist Church has inhabited this site since 1957, and has been operating under a Special Land Use Permit (SLUP) since 1987. On February 28th, 2007, the applicant appeared for Preliminary Site Plan review for a request to demolish 3 residential homes and expand their parking lot. A variance application was reviewed at the Board of Zoning Appeals on April 10th, 2007 and then Final Site Plan review at the Planning Board on May 23, 2007. The decisions from those three meetings were voided due to a noticing error. The applicant returned to the Planning Board in June of 2007 to repeat the reviews with proper noticing. On July 10, 2007, the applicant was heard at the Board of Zoning Appeals and received requested dimensional variances for proposed wood fence screening and setback variance for the parking facility to extend into the required front setback. November 19th, 2007, they received approval for a SLUP amendment from City Commission.

At this time, the applicant has submitted a Special Land Use Permit Amendment, Final Site Plan and Design Review application to renovate their church. The proposed alterations include removal of 2,650 sq. ft. of existing building to construct a 4,180 sq. ft. addition along with alteration of portions of the parking lot, walkways and landscaping.

Article 7, Section 7.43 states that Site Plan and Design Review for special land uses shall be considered and acted upon by the City Commission. Prior to its consideration of a special land use application for an initial permit or an amendment to a permit, the City Commission shall refer the Site Plan and the design to the Planning Board for its review and recommendation.

In addition, as required by Article 7, Section 7.37 of the Zoning Ordinance, once a permit for a special land use has been granted as to any parcel of land, no change in that use may be made nor may any addition to or change in the building or improvements on the parcel of land take place until a new request for approval has been filed with the City Commission and the City Commission has approved the request for change.

On March 26, 2025 ([Agenda](#)), the applicant appeared before the planning board for Special Land Use Permit, Final Site Plan and Design Review. The planning board praised the project overall, but expressed concerns about the lack of connection between the North and South parking lots. A decision on the item was postponed to the April 9, 2025 meeting in order for the architect to reconsider the overall parking lot design.

1.0 Land Use and Zoning

- 1.1 Existing Land Use – The existing land use is a religious institution operating under a SLUP.
- 1.2 Existing Zoning – R2 (Single-Family Residential), the existing use is a permitted use with a Special Land Use Permit.
- 1.3 2016 Regulating Plan – The subject site is not located within the Downtown Birmingham Overlay District.
- 1.4 Summary of Adjacent Land Use and Zoning – The following chart summarizes the existing land use and zoning adjacent to and/or in the vicinity of the subject site.

	North	South	East	West
Existing Land Use	Single-Family Residential	Single-Family Residential	Government use	Single-Family Residential
Existing Zoning District	R3 (Single-Family Residential)	R2 (Single-Family Residential)	PP (Public Property)	R2 (Single-Family Residential)
Overlay Zoning District	N/A	N/A	N/A	N/A

2.0 Setback and Height Requirements

There are changes to the bulk, area or placement of the existing building. The site plan proposes to build the addition up to the current closest setback portion of the building front. The existing and proposed front setback is 21.3 ft. The site plan also proposes an exterior stairwell on the east side of the building that would encroach into the required 10 ft. side yard setback. The proposed rear setback for the addition is 131.8’ which is well within the ordinance which requires a 30ft. rear setback. **The applicant will be required to meet the 10 ft. side yard setback or receive a variance from the Board of Zoning Appeals.**

Additionally, the site is also currently non-conforming to the open space requirements for the R-2 Zoning District per Article 2.08, which requires a minimum 40% open space.

The current open space of the subject site is 28.8% and the site plan under review proposes 26.78%. **Since this is an expansion of the non-conformity, the applicant will be required to meet the open space requirements or receive a variance from the Board of Zoning Appeals.**

The proposed site plan meets the requirements for maximum lot coverage at 22.1%. The maximum lot coverage requirement per Article 2.08 of the Zoning Ordinance is 30%.

3.0 Screening and Landscaping

- 3.1 Dumpster Screening – There is no existing dumpster enclosure on the site and no proposed dumpster enclosure or changes proposed to waste management onsite as a part of the Special Land Use Permit, Final Site Plan and Design Review application submitted. It is the understanding of the Planning Department that the applicant utilizes the dumpsters located across the street at 400 E. Lincoln. With the new ownership by the City, the City would be amenable to continuing the arrangement through a formal agreement, which would include shared parking as described below.
- 3.2 Parking Lot Screening – There are changes proposed to parking facilities as a part of the Special Land Use Permit, Final Site Plan and Design Review application submitted, however, no changes are proposed to the parking lot screening. A small amount of spaces will be lost due to the restriping, reconfiguration of ADA spaces, additional access drive and pedestrian pathway and the building footprint of the addition. The footprint of the parking lot however is not changing and the existing parking lot screening will remain. Per the Zoning Ordinance Article 4.54 (C)(1), Screening shall be placed along the side or rear line of any parking facility which immediately adjoins the side line of property zoned to a residential district. Per the Zoning Ordinance Article 4.54 (B) (7), Screenwall, as required by this section shall mean: when required, a screenwall of capped masonry. The lot is screened with capped masonry per the ordinance on two sides – the north and east side – which face public streets. **On the west and south sides – bordering residential – the lot is screened with wood privacy fencing, for which the site received a variance on July 10, 2007.** There is landscaping including tall arborvitae and trees on all four sides.
- 3.3 Mechanical Equipment Screening – There is no exterior mechanical proposed to as a part of the Special Land Use Permit, Final Site Plan and Design Review application submitted.

- 3.4 Landscaping – There are changes proposed to the landscaping on site as a part of the Special Land Use Permit, Final Site Plan and Design Review application submitted. None of the proposed plants appear to be on the prohibited species list. Article 4.20 (F) of the Zoning Ordinance requires parking lots greater than 7,500 sq. ft. to include interior landscaping areas that total not less than 5% of the total parking lot interior area. Each interior planting area is required to be at least 150 sq. ft. and not less than 8 ft. in any dimension. One canopy tree is required for each 150 sq. ft. and the interior planting areas shall be located in a manner that breaks up the expanse of paving throughout the parking lot interior. Per Article 4.20 LA-01 of the Zoning Ordinance, the Landscape Standards section does not apply to the R2 Zoning District. The submitted site plans include a landscape plan with 6 interior landscaping areas that comprise over 5% of the total parking lot area. There are 7 trees proposed within interior landscaping areas – 4 Hackberry and 3 Japanese Tree lilacs. **The Planning Board may wish to recommend that the proposed landscaping, with modification as requested by City Staff, be required as a condition of approval of the SLUP amendment.**
- 3.5 Streetscape – There are street trees proposed to the streetscape as a part of the Special Land Use Permit, Final Site Plan and Design Review application submitted. See attached memo from the DPS forestry staff. The applicant will be required to comply with all requests of city departments. Street trees are not required in the R2 Zone. However, the applicant has included street trees in the site plan. **The Planning Board may wish to recommend the proposed street trees, with modification as requested by City Staff, be required as a condition of approval of the SLUP amendment.**

4.0 Parking, Loading and Circulation

- 4.1 Parking – Article 4.46 of the Zoning Ordinance requires one space for every six fixed seats in a religious institution. The church has 266 fixed seats; therefore 44 parking spaces are required on site. There are no changes proposed to the building that require any additional parking or a parking analysis as a part of the Special Land Use Permit, Final Site Plan and Design Review application submitted. The site plan proposes 44 parking spaces on site, 3 of which are barrier free and two of those being barrier free van spaces. The parking proposed meets the 180 sq. ft. size requirement.
- 4.2 Loading – There are no loading spaces required for the religious institution use.
- 4.3 Vehicular Circulation and Access – There are no changes proposed to the vehicular access to the site. Vehicles can access the site via three curb cuts, two on Edgewood and one on Lincoln. **At the request the of Planning Board,**

the applicant has proposed to connect the two lots via a one-way access drive so that vehicles entering the South portion of the lot from Edgewood may exit onto Lincoln through the North portion of the lot.

4.4 Pedestrian Circulation and Access – There are very few changes proposed to pedestrian circulation and access of the site. The site will retain the existing pedestrian walkways and main pedestrian entrance. A pedestrian connection between the two halves of the parking lot is proposed to be shifted east to line up with the new proposed rear entrance to the addition.

5.0 Lighting

Existing light poles adjacent to the existing pedestrian walkway within the parking lot are proposed to move along with the pedestrian walkway to the new location. No other changes are proposed to the lighting conditions on site.

6.0 Design Review

As noted above, the addition proposed consists of the removal of 2,650 sq. ft. of the of the existing building (the original church) which will be replaced with a 4,180 sq. ft. addition. The footprint of the addition is larger than the existing building, extending in to a portion of the parking lot to the rear, extending to the front of the remaining structure in the front and with a proposed exterior stairway on the east side of the building.

The west portion of the existing structure and façade will remain the same including the entrance portico off Lincoln St. The façade of the addition is proposed to be brick veneer to match the existing building. The front façade of the addition will have four aluminum clad wood windows with stained glass applique. Additionally, a white aluminum steeple and backlit aluminum cross are proposed. These will match the fascia, vented soffit and gutters and downspouts which will all be white aluminum.

(This space intentionally left blank)

7.0 Required Attachments

	Submitted	Not Submitted	Not Required
Existing Conditions Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Detailed and Scaled Site Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certified Land Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interior Floor Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscape Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Photometric Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Colored Elevations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Specification Sheets	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Material Samples	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Site & Aerial Photographs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8.0 Departmental Reports

- 8.1 Engineering Department – The Engineering Department comments that the property is required to meet Oakland County’s Standards for Post-Construction Storm Water Runoff since the site is greater than .5 acres per the city’s new Storm Water Runoff Ordinance adopted by City Commission on May 20,2024. See attached memo from city engineering staff.
- 8.2 Department of Public Services – The Department of Public Services, Forestry and Environment Foreman has several comments and requests. See attached memo.
- 8.3 Fire Department – See attached memo from the Fire Marshal.
- 8.4 Police Department – The Police Department has no concerns at this time.
- 8.5 Building Department – See attached memo from the Building Department for comments.

9.0 Approval Criteria

In accordance with Article 7, section 7.27 of the Zoning Ordinance, the proposed plans for development must meet the following conditions:

- (1) *The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.*

- The proposed addition maintains most of the existing landscaping with the exception of a small landscaping bed at the front of the addition which will be removed and replaced by the building. Several additional trees are proposed to be planted in the right of way. The addition is not changing the footprint of the facility in any way that will significantly change, air and access other than to improve accessibility in accordance with the Americans with Disabilities Act (ADA).
- (2) *The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.*
- The existing church building at the corner of two public streets with considerable distance between the church building and all neighboring structures. The proposed footprint, maintains similarly great distances between structures on all sides.
- (3) *The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property nor diminish the value thereof.*
- The renovations proposed do not appear to hinder the reasonable development of adjoining property nor diminish the value thereof.
- (4) *The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.*
- The site plan will maintain the current curb cuts and pedestrian paths and will not change the site's relation to or interfere with or be hazardous to vehicular or pedestrian traffic.
- (5) *The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.*
- The proposed development will not change the uses of the building and will continue to be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of the chapter.
- (6) *The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.*

- This property is not required to provide landscaped open space.

In addition, Article 7, Section 7.36 requires applications for a Special Land Use Permit to meet the following criteria:

(1) *The use is consistent with and will promote the intent and purpose of this Zoning Ordinance.*

- The use as a religious institution is consistent with and will promote the intent and purpose of this Zoning Ordinance.

(2) *The use will be compatible with adjacent uses of land, the natural environment, and the capabilities of public services and facilities affected by the land use.*

- Generally, this use will remain compatible with adjacent uses of land, the natural environment, and the capabilities of public services and facilities affected by the land use.

(3) The use is consistent with the public health, safety and welfare of the city.

- This use is consistent with the public health, safety and welfare of the city. Similar to the previous standard, religious institutions have a long established history of compatibility within neighborhoods.

(4) *The use is in compliance with all other requirements of this Zoning Ordinance.*

- The use as a religious institution in an R2 Zoning District is permitted with a Special Land Use Permit, which the applicant has operated under since 1987. Prior to that, the church has inhabited this site since 1957.

(5) *The use will not be injurious to the surrounding neighborhood.*

- The existing use and renovated addition is not expected to be injurious to the surrounding neighborhood. The use is remaining the same and has existed in this location since 1957. Religious institutions are often considered neighborhood serving uses and it is expected that this proposal will continue and possibly even improve the surrounding neighborhood through its services.

(6) *The use is in compliance with state and federal statutes.*

- Top the best of our knowledge, the use is in compliance with state and federal statutes.

10.0 Recommendation

Based on a review of the site plan submitted and the approval criteria of Article 7, Sections 7.36 and 7.27, the Planning Department recommends that the Planning Board recommend **APPROVAL** of the Special Land Use Permit, Final Site Plan/Design Review application for 280 E. Lincoln – Grace Baptist Church – subject to the following conditions:

1. The applicant submits plans that meet the 10 ft. side yard setback or obtain a variance from the Board of Zoning Appeals;
2. The applicant submits plans that meet the minimum open space requirement or obtain a variance from the Board of Zoning Appeals;
3. The applicant is required to implement interior parking lot landscaping as proposed in the site plan with modifications as requested by City Staff;
4. The site plan is required to implement street tree plantings as proposed in the site plan with modifications as requested by City Staff; and
5. The applicant must comply with the requests of all City Departments.

In addition, due to the sites compatibility with the neighboring property along Edgewood owned by the City of Birmingham (currently inhabited by the YMCA), the Planning Department recommends that the Planning Board consider requiring the applicant to enter into a shared parking agreement with the City as a part of their Special Land Use Permit. A shared parking agreement between the two sites will help ensure that limited parking will overflow into the adjacent neighborhoods and will provide users of either site a safe and convenient place to park. The Planning Department has approached the applicant about this and the idea was well received at the time. During this Special Land Use Permit process, the Planning Department will continue to work with the applicant to develop an agreement that is mutually beneficial to both parties.

11.0 Sample Motion Language (*Special Land Use Permit Amendment*)

Motion to adopt the findings of the Planning Department in the report dated March 26, 2025 related to the approval criteria outlined in Article 7, Section 7.36 of the Zoning Ordinance and recommend **APPROVAL** to the City Commission the Special Land Use Permit application for 280 E. Lincoln – Grace Baptist Church – subject to the following conditions:

1. The applicant submits plans that meet the 10 ft. side yard setback or obtain a variance from the Board of Zoning Appeals;
2. The applicant submits plans that meet the minimum open space requirement or obtain a variance from the Board of Zoning Appeals;

3. The applicant is required to implement interior parking lot landscaping as proposed in the site plan with modifications as requested by City Staff;
4. The site plan is required to implement street tree plantings as proposed in the site plan with modifications as requested by City Staff;
5. The applicant must enter into a shared parking agreement with the City of Birmingham to reduce the impact of parking in the neighborhoods;
6. The applicant must comply with the requests of all City Departments; and
7. The applicant understands that site plan approval shall be valid for a period of one year from the date it is granted. Upon request, the appropriate reviewing body may grant an extension of not in excess of one year to the applicant prior to the expiration date in accordance with Article 7, Section 7.28 of the Zoning Ordinance.

OR

Motion to **POSTPONE** the Special Land Use Permit for 280 E. Lincoln – Grace Baptist Church Bar – pending receipt of the following:

1. _____
2. _____
3. _____

OR

Motion to recommend for **DENIAL** to the City Commission the Special Land Use Permit for 280 E. Lincoln – Grace Baptist Church – for the following reasons:

1. _____
2. _____
3. _____

12.0 Sample Motion Language (*Final Site Plan & Design Review*)

Motion to adopt the findings of the Planning Department in the report dated March 26, 2025 related to the approval criteria outlined in Article 7, Section 7.27 of the Zoning Ordinance and recommend **APPROVAL** to the City Commission the Final Site Plan & Design Review application for 280 E. Lincoln – Grace Baptist Church – subject to the following conditions:

1. The applicant submits plans that meet the 10 ft. side yard setback or obtain a variance from the Board of Zoning Appeals;
2. The applicant submits plans that meet the min. open space requirement or obtain a variance from the Board of Zoning Appeals;

3. The applicant is required to implement interior parking lot landscaping as proposed in the site plan with modifications as requested by City Staff;
4. The site plan is required to implement street tree plantings as proposed in the site plan with modifications as requested by City Staff;
5. The applicant must enter into a shared parking agreement with the City of Birmingham to reduce the impact of parking in the neighborhoods;
6. The applicant must comply with the requests of all City Departments; and
7. The applicant understands that site plan approval shall be valid for a period of one year from the date it is granted. Upon request, the appropriate reviewing body may grant an extension of not in excess of one year to the applicant prior to the expiration date in accordance with Article 7, Section 7.28 of the Zoning Ordinance.

OR

Motion to **POSTPONE** the Final Site Plan & Design Review 280 E. Lincoln – Grace Baptist Church – pending receipt of the following:

1. _____
2. _____
3. _____

OR

Motion to recommend for **DENIAL** to the City Commission the Final Site Plan & Design Review for 280 E. Lincoln – Grace Baptist Church – for the following reasons:

1. _____
2. _____
3. _____



MEMORANDUM

Treasury

DATE: May 28, 2025

TO: Jana L. Ecker, City Manager

FROM: Ryan Katz, Deputy Treasurer
Mary Chavez, Finance Director/Treasurer

SUBJECT: Condemnation of Oakland County Board of Commissioners Resolution #2025-5051

INTRODUCTION:

On May 1, 2025 the Oakland County Board of Commissioners passed resolution #2025-5051, increasing the per parcel rate charge to municipalities across Oakland County.

BACKGROUND:

The rate adjustment approved by the Board of Commissioners reflects a 46% increase in FY2026, significantly increasing the cost burden on the City of Birmingham.

LEGAL REVIEW:

N/A

FISCAL IMPACT:

The rate adjustment approved by the Oakland County Board of Commissioners reflects a 46% increase in FY2026, significantly raising the City of Birmingham's cost burden. The city's cost will increase by \$110,625 in FY2026, bringing the total to \$349,300. Further increases will bring the cost to \$363,451 in FY2027—an additional \$14,151—and to \$382,267 in FY2028, with an added \$18,816.

SUSTAINABILITY:

N/A

PUBLIC COMMUNICATIONS:

N/A

SUMMARY:

The Treasurer's office recommends that the City Commission condemn the Oakland County Board of Commissioners Resolution #2025-5051.

ATTACHMENTS:

N/A

SUGGESTED

COMMISSION

ACTION:

Make a motion adopting a resolution condemning the Oakland County Board of Commissioners Resolution #2025-5051; and

WHEREAS: The City of Birmingham is a local unit of government subsidiary to Oakland County in the state of Michigan, has a population of 21,434 residents, and is an ideal place to live, work, and play; and

WHEREAS: The City of Birmingham has a dedicated and passionate staff of 317 employees who provide critical services and resources to its citizenry; and

WHEREAS: The City of Birmingham has 11,319 real and personal parcels in its jurisdiction, and has utilized the Oakland County Department of Management and Budget's Equalization Division to provide property assessment administrative services for 17 years; and

WHEREAS: The most recent contract for these services, expiring June 30, 2025, contains a per parcel rate of \$21.09, generating \$238,675 for the County; and

WHEREAS: In a span of less than one month, the Oakland County of Board of Commissioners introduced, passed out of committee, and adopted Resolution #2025-5051, which raises the per parcel rate to \$30.86, representing a 46% increase, and growing the City of Birmingham cost burden by \$110,625; and

WHEREAS: This increase shifts 100% of the property assessment administrative service cost burden, including unnecessary and controversial indirect costs, to communities like the City of Birmingham, despite there being a tangible monetary and real benefit to Oakland County for providing these services to dozens of municipalities across its jurisdiction; and

WHEREAS: While this county-wide increase would generate an additional \$10 million in revenue for the County over three years, numerous members of the Board of Commissioners articulated at their May 1, 2025 meeting where resolution #2025-5051 was adopted, that this revenue has not been earmarked or allocated for current or future programs or initiatives, nor would it address any budget deficit, rendering it superfluous to the County's operation while reducing each municipal customer's budget; and

WHEREAS: This resolution was passed with a lack of transparency, communication, and regard for dozens of communities like the City of Birmingham and with an urgency and process that prioritized political expediency over effective representation; and

WHEREAS: The Gingell Amendment to resolution #2025-5051, which was defeated, would have increased per parcel rates by only 4% for one year while giving municipalities an opportunity to meaningfully shape a significant policy shift by directing the Board Chair to "appoint a subcommittee composed of representatives from the County, Cities, Villages, and Townships to study the provision of assessing services and provide long-term recommendations to the Board of Commissioners"; and

WHEREAS: As a result of the Board of Commissioners' actions, the City of Birmingham, and dozens of other municipal bodies across Oakland County, which are currently working on

our FY2026 budgets, must now make expeditious budget changes and endure unnecessary difficulties that will directly result in the reduction of services and headcount for no discernible reason other than to pad the County's coffers;

THEREFORE, BE IT RESOLVED: That the City of Birmingham City Commission condemns, in the strongest possible terms, Resolution #2025-5051, the undemocratic and roughshod process that led to its adoption, and the votes of Commissioners in favor of it despite universal opposition by constituent communities; and

BE IT FURTHER RESOLVED: That the City of Birmingham City Commission directs the City Manager to solicit proposals for a cooperative interlocal and/or private sector property assessment administrative service contract that is not only affordable, but collaborative and mutually beneficial; and

BE IT FURTHER RESOLVED: The City of Birmingham City Commission implores the Oakland County Board of Commissioners to reverse course, actually engage with and solicit the input of those they purport to represent, and pass an alternative proposal that more carefully weighs the legitimate need for a cost increase alongside the corresponding financial burden to municipal customers; and

BE IT FURTHER RESOLVED: That this resolution be transmitted to Chairman Dave Woodward, the entire Oakland County Board of Commissioners, and County Executive David Coulter.



MEMORANDUM

Treasury

DATE: May 30, 2025

TO: Jana L. Ecker, City Manager

FROM: Mary Chavez, Finance Director/Treasurer

SUBJECT: Contract for Oakland County Equalization Division Assessing Services

INTRODUCTION:

The City's contract with Oakland County for assessment services is set to expire on June 30, 2025. Oakland County has submitted a proposed three-year renewal agreement for the Commission's review and approval.

BACKGROUND:

In April 2007, the City Commission decided to outsource its assessing services to Oakland County, resulting in cost savings for the City. Since then, the City has approved multiple three-year renewal agreements with the County for property assessment services, which include assessing real and personal property, preparing the assessment roll, participating in Boards of Review, and assisting with Michigan Tax Tribunal appeals.

The City's current contract with the Oakland County Equalization Division to provide these services is set to expire on June 30, 2025. On May 1, 2025, the Oakland County Board of Commissioners adopted Resolution #2025-5051, increasing the per-parcel rate charged to municipalities across the county. On May 13, the City received the updated Assessment Administration Services contract for review and approval. The contract term is for 3 years, but the termination clause permits the City to terminate the contract at any time for any reason, with 90 days' notice.

Although the rate adjustment approved by the Board reflects a 46% increase in FY2026, significantly increasing the cost burden to the City of Birmingham, the timing does not allow for a competitive bidding process and thorough due diligence before contract renewal. Back in 2007, in-house assessing services cost about \$592,500. Contracting with Oakland County is still expected to be a more cost-effective option, however, the City plans to explore other options and evaluate alternative service providers as part of its ongoing due diligence. The City may wait to see if the costs change with the County and if not, may opt to go out for an RFP to private firms to perform assessing services.

LEGAL REVIEW:

The City Attorney has reviewed the proposed contract and has no objections as to form and content. Also, it is important to note that the City may opt to cancel the agreement at any time, with notice, without penalty.

FISCAL IMPACT:

The rate adjustment approved by the Oakland County Board of Commissioners results in a \$110,625 increase in FY2026, bringing the total cost to \$349,300. Additional increases will raise the cost to \$363,451 in FY2027 (an increase of \$14,151) and to \$382,267 in FY2028 (an additional \$18,816).

SUSTAINABILITY:

N/A

PUBLIC COMMUNICATIONS:

N/A

SUMMARY:

The Treasurer's Office recommends that the City Commission approve the contract with the Oakland County Equalization Division for Real and Personal Property Assessment Administration Services for the City of Birmingham given the ability of the City to terminate the contract with 90 days' notice. Meanwhile, exploration of other options will continue.

ATTACHMENTS:

1. Assessing Contract Cover Letter
2. Contract for Oakland County Equalization Division Assistance

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution approving a three-year contract between the City and Oakland County for assessing services for the period of July 1, 2025 through June 30, 2028 and to authorize the Mayor and the City Clerk to sign the agreement on behalf of the City and to direct the City Manager to investigate alternate assessing service providers.



MEMORANDUM

Parking System

DATE: June 3, 2025

TO: Jana L. Ecker, City Manager

FROM: Aaron Ford, Parking Systems Manager

SUBJECT: Change Order – Chester Garage Accent Paint

INTRODUCTION:

BCT Design Group was selected by the City Commission to provide interior/exterior aesthetic design services for the five City of Birmingham parking garages. BCT presented a schematic design to the City Commission at the meeting on May 19, 2025 for the Chester Garage.

The Chester Garage is currently under repair for structural issues, waterproofing, and concrete repair. Included in the current repair project is painting the interior walls, columns, and ceilings white. Included in BCT's schematic designs was the painting of green accents on select walls, columns, railings, and ceilings.

A change order to the original contract with RAM Construction is being requested to include the recommended green accent paint so that all painting can be completed at one time to be as efficient as possible and avoid having to close parking areas again in the future.

BACKGROUND:

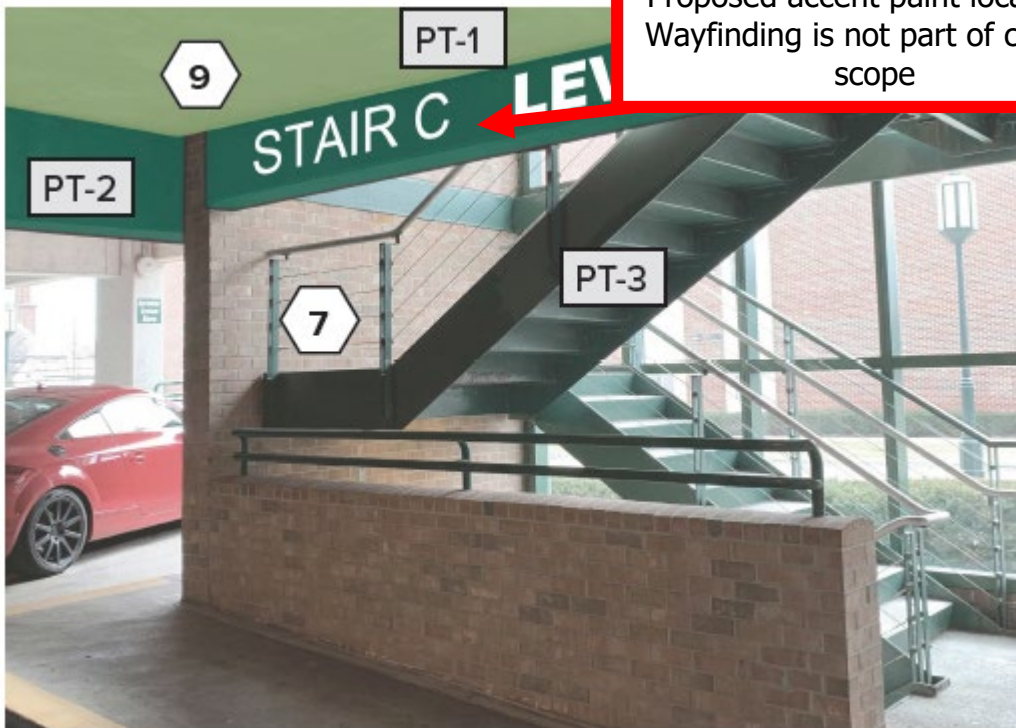
In June 2024, the City Commission approved RAM Construction to proceed with repairs to the Chester Parking Garage. Included in the approved contract were structural, waterproofing, façade, and stairwell repairs. Replacement of the lighting fixtures with LED lights and painting of the ceilings, columns, and walls the color white was also proposed. The Commission elected to have all the lighting components removed from the scope of the project. The painting components were approved with the understanding that a design consultant would be hired to provide direction on colors, accents, and consideration of any other artistic elements.

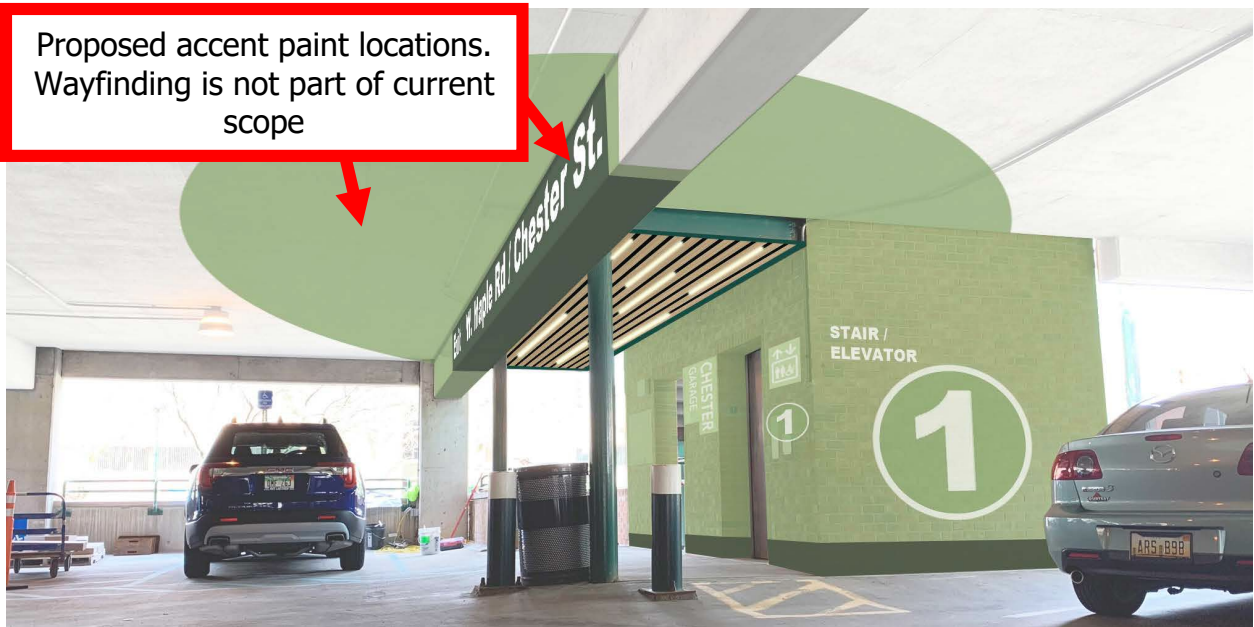
At the May 19, 2025 City Commission meeting, BCT Design Group presented their schematic design for the Chester Garage. Included in their design was a recommendation to paint select columns, walls, railings, and ceilings green. The proposed accents will help give the garage a unique look, break up the large walls of white, and help make the recommended wayfinding stand out.





Proposed accent paint locations. Wayfinding is not part of current scope







RAM Construction hired Seaway Painting to be their painting contractor and is responsible for painting the garage white as part of the original repair contract. Seaway was able to provide a quote for the proposed green accent paint that BCT recommended. These areas include all three stairwells in Birmingham green, all the various handrails along the perimeter of the garage, and green accents on select walls, columns, and ceiling on every level of the garage.

During the Commission meeting on May 19, 2025 there was discussion whether to include the proposed green accent paint with the already approved white painting scope for the Chester Garage. Including the green accent paint would allow Seaway painting to complete all of the painting at one time while areas of the garage were already closed. This would be more convenient than having to come back at a later date and close areas a second time. Including the painting would also allow removing paint from the future scope of work being proposed by BCT making it more efficient to bid out and schedule.

LEGAL REVIEW:

The City attorney has reviewed and approved the proposed addendum.

FISCAL IMPACT:

The cost to complete the green accent paint is \$430,927.20. This cost was not included in the original contract with RAM Construction and would require a change order. Sufficient funding is available in the Automobile Parking System Fund.

SUSTAINABILITY:

As the garages are updated, sustainability will be considered where possible. LED lights, solar panels, and sustainable material options are examples of items to be considered.

DESIGN:

BCT is currently in the third of a four stage design process for all five City garages. BCT is using the Chester Garage schematic designs as a pseudo template for the remaining garages.

PUBLIC COMMUNICATIONS:

All BCT reports have been noticed to the public through City Commission agendas. BCT has also met with the Public Arts Board and the Advisory Parking Committee.

SUMMARY:

At the May 19, 2025 City Commission meeting, BCT Design Group presented their schematic design for the Chester Garage. Included in their design was a recommendation to paint select columns, walls, and ceilings green. BCT’s proposed painting was not included in the original agreement with RAM Construction Inc.

The City Commission was informed that BCT’s proposed accent paint could be included in the current repair project if they desired but it would require a change order or addendum to the original agreement with RAM Construction, Inc. Seaway Painting, the painting contractor hired by RAM Construction was able to provide a quote to paint all the proposed green accents. The cost from Seaway was \$430,927.20. Including the green accents would provide some efficiencies as it would prevent the painting contractor from having to come out a second time and from closing areas of the garage multiple times.

A change order to the original contract with RAM Construction is being requested to include the recommended green accent paint so that all painting can be completed at one time.

ATTACHMENTS:

- Addendum – 2024 Chester St. Parking Structure Repair Project

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve an addendum to the original agreement between the City of Birmingham and RAM Construction Services, Inc. for 2024 Chester St. Parking Structure Repair Project in the amount of \$430,927.20; further, to charge this expense to account number 514.1-594.008-977.000; to authorize the Mayor and City Clerk to sign the addendum on behalf of the City; and further to appropriate and amend the 2024-2025 Automobile Parking System Fund budget as follows:

<u>Revenues</u>		
514.1-000.000-400.0000	Draw from Net Position	\$430,927.20
<u>Expenses</u>		
514.1-594.008-977.0000	Buildings	\$430,927.20

**ADDENDUM TO THE AGREEMENT BETWEEN THE CITY OF BIRMINGHAM AND RAM
CONSTRUCTION SERVICES, INC FOR 2024 CHESTER ST. PARKING STRUCTURE
REPAIR PROJECT**

THIS ADDENDUM to the Agreement Between the City of Birmingham and RAM Construction Services of Michigan, Inc. for 2024 North Old Woodward Parking Structure Repair Project dated May 13, 2025 by and between the **CITY OF BIRMINGHAM**, having its principal municipal office at 151 Martin Street, Birmingham, MI 48009 and **RAM Construction Services of Michigan**, Inc. having its principal office at 13800 Eckles Road, Livonia, MI 48150, does hereby amend its Agreement to include the attached Change Order #1 (Attachment A).

All other provisions of the Agreement Between the City of Birmingham and RAM Construction Services of Michigan, Inc. for 2024 Chester St. Parking Structure Repair shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties have caused this Addendum to be executed on this _____ day of _____, 2025.

**RAM CONSTRUCTION SERVICES OF
MICHIGAN, INC.**

By: _____

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____day of _____, 2025, before me personally appeared _____, who acknowledged that with authority on behalf of WJE ENGINEERS AND ARCHITECTS to do so he/she signed this Agreement.

Notary Public
_____County, Michigan
Acting in _____ County, Michigan

My commission expires: _____

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

Jana Ecker, City Manager
(Approved as to substance)

Aaron Ford, Parking Manager
(Approved as to substance)

Mary M. Kucharek, City Attorney
(Approved as to form)

Mary Chavez, Finance Director
(Approved as to Financial Obligation)



May 13, 2025
Revised June 2, 2025

Wiss, Janney, Elstner Associates, Inc
30700 Telegraph Rd #3580,
Bingham Farms, Mi 48025

Attention: Mrs. Sarah Rush
Regarding: Added Painting Scope Budget

Dear Sarah:

In answer to your request, we propose to furnish all labor, material, equipment, supervision, and insurance to complete the following scope of work on the above-captioned project. Please see the scope of work break down and corresponding pricing:

- Mobilize to the jobsite and dispatch all necessary equipment, material, and personnel.
- Paint existing beams and columns as shown in markup for conceptual design (2,002 SF).
- Painting existing ceiling within areas indicated in conceptual design (14,438 SF).
- Painting existing walls within areas indicated in conceptual design (9,906 SF).
- Complete all painting on the steel within stairwell A, B and C.
- Complete all painting of the existing stairwells.
- We have included an allowance of \$100,000.00 in our pricing to capture the painting of the murals.
- Upon completion of the above additional scope of work, we will remove any additional debris and demobilize the site.

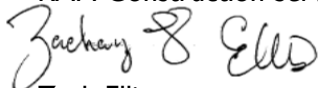
Beams and Columns	\$56,637.50
Ceilings	\$93,864.15
Walls	\$27,185.72
Coating in Stair A, B, C	\$66,080.00
Railing Coating	\$76,160.00
Mural/Other Allowance	\$100,000.00
Mobilization	\$11,000.00
Grand Total	\$430,928.00

Exclusions:

- Handling/Hauling any hazardous materials.
- Any overtime.
- Anything not stated above.

Thank you very much for the opportunity and if you have any questions, please feel free to contact me!

Sincerely,
RAM Construction Services of Michigan, Inc.

A handwritten signature in black ink that reads "Zachary S. Ellis". The signature is written in a cursive style with a large, stylized "Z" and "E".

Zach Ellis
ZE/kk/24-002



MEMORANDUM

City Manager's Office

DATE: June 2, 2025

TO: Jana L. Ecker, City Manager

FROM: Melissa Fairbairn, Assistant City Manager

SUBJECT: Next Financial Update

INTRODUCTION:

Next is a 501(c)(3) nonprofit organization that has served the Birmingham community and surrounding areas for over 40 years. Dedicated to helping older adults maintain their independence, Next provides a wide range of support services and programs. Its operations are funded through a combination of grants, donations, fundraising efforts, and contributions from the City of Birmingham and its three interlocal partners: Beverly Hills, Bingham Farms, and Franklin.

BACKGROUND:

On September 13, 2021, the City Commission approved an Interlocal Agreement for Joint Senior Services, outlining the financial contributions of the four participating municipalities that benefit from Next's services. Under the agreement, the City of Birmingham contributed \$122,944 in the first year. In both 2024 and 2025, the City contributed \$126,632, as requested by Next to support its operational needs and approved by the Commission on October 28, 2024.

Article III of the agreement requires the Executive Director of Next to provide each municipality with quarterly financial statements. Additionally, Article III mandates that Next submit an annual year-end financial report prepared by Gordon Advisors, P.C. The Executive Director of Next, Christine Braun, has provided financial reports for the first, second, and third quarters of 2025 and the Financial Report for the Year Ended June 30, 2024 for the Commission's review. These documents are attachments to this report.

LEGAL REVIEW:

The 2021 Interlocal Agreement was drafted by the City Attorney.

FISCAL IMPACT:

On October 28, 2024, the Commission approved a \$126,632 contribution to Next for Fiscal Year 2025.

SUSTAINABILITY:

There are no sustainability considerations for this item.

DESIGN CONSIDERATIONS:

There are no design considerations for this item.

PUBLIC COMMUNICATIONS:

There are no required public communications for this agenda item.

SUMMARY:

Next has provided the City with senior services and programming for over forty years and remains a key community partner. The City makes an annual contribution along with its interlocal partners to Next's operating budget as outlined in the agreement. The Executive Director of Next, Christine Braun, has provided quarterly reports for 2025 and the year-end report for 2024 for the Commission's review and will conduct a presentation as required per the interlocal agreement.

ATTACHMENTS:

- Interlocal Agreement for Joint Senior Services – October 26, 2021
- Next Quarterly Board Reports for 2025
- Next Financial Report for the Year Ended June 30, 2024

SUGGESTED COMMISSION ACTION:

There is no action required for this agenda item.

COPY

**INTERLOCAL AGREEMENT
JOINT SENIOR SERVICES**

This Interlocal Agreement is entered into as of the 26 day of Oct., 2021, by and between the **VILLAGE OF BEVERLY HILLS**, a Michigan municipal corporation located at 18500 W. Thirteen Mile Road; the **VILLAGE OF BINGHAM FARMS**, a Michigan municipal corporation located at 24255 Thirteen Mile Road, Suite 190; the **CITY OF BIRMINGHAM**, a Michigan municipal corporation located at 151 Martin Street; and the **VILLAGE OF FRANKLIN**, a Michigan municipal corporation located at 32325 Franklin Road (hereinafter referred to as "governmental units").

WHEREAS, NEXT is at 2121 Midvale, Birmingham, Michigan and offers an Active Adult Activity Center which is located in a school building, as provided in-kind by the Birmingham Public Schools in partnership with the member communities as an element of continuing education; and,

WHEREAS, this Interlocal Agreement is for the governmental units which are parties hereto in order to join together to establish an agreement for the purposes set forth; and,

WHEREAS, the governmental units wish to collectively formalize their commitments to provide funds for senior services.

THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I – PURPOSE

NEXT is a 501(c) Non-Profit Organization which has been serving the community for over forty (40) years offering support services and programs that focus on allowing older adults to live independently. NEXT provides a comprehensive Support Service Department, services provided include, but are not limited to, transportation, and actions directed toward the improvement of the social, legal, health, housing, emotional, nutritional, and mobility status of persons over 50 years of age. In addition, NEXT offers a robust calendar of activities such as fitness, creative arts, travel, life-long learning and many weekly opportunities for socialization and enrichment. It offers these programs and services to all individuals 50 years of age and older, residing in the governmental units which are part of this Agreement.

The purpose of this Interlocal Agreement is strictly for the purpose of NEXT being able to rely upon stabilization and predictability for its finances in order to serve the seniors residing in the governmental units. Simply stated, the purpose of this Interlocal Agreement is to give NEXT dependability upon the governmental units for their budget and its framework of support.

At some point in time, should the parties choose to provide a municipal-based senior service center or services, there may be an opportunity for the governmental units involved in this Agreement to enter into other agreements providing for a larger framework under governmental direction and ownership.

ARTICLE II – APPROPRIATION OF FUNDS FOR SERVICES

The people of the State of Michigan enacted MCL §§ 400.571 – 400.577 which allows a local unit of government to appropriate funds in order to provide money to public or private non-profit corporations or organizations for the purpose of planning, coordinating, and in providing

services to older persons. The appropriation for funds of services must be approved by the majority of the members of the governing body of the local unit of government. Therefore, while public funds usually cannot be used for private non-profit corporations, in the case of providing senior services, the units are legally able to grant money because of the act as stated.

ARTICLE III – FINANCES

Quarterly, the Executive Director of NEXT will provide to each governmental unit a financial statement. It is important to note that NEXT functions with a finance committee and must have their financial reports and budgets authorized by its Board of Directors.

It is obviously paramount that each of the governmental units providing funds to NEXT be assured that public funds are being used appropriately and efficiently. To that end, annually, by January 31 of each year, the Executive Director is to provide a detailed financial statement demonstrating day-to-day operations and appear at each governmental unit’s legislative authority to demonstrate the budget and receive approval.

NEXT engages, at this time, Gordon Advisors, P.C., Certified Public Accountants, to prepare all tax returns to the tax authorities and end of the year review, as required by the IRS by statute. This end of year review and tax filing is completed annually. An audit by an auditing company is not required by the IRS. As such, this filing provides a full written report and statement of NEXT’s financial compliance. This report will be provided to each governmental unit yearly by NEXT.

ARTICLE IV – PARTICIPATION

The parties hereto agree that each governmental unit will participate in granting money to NEXT as requested and in amounts equivalent to the governmental unit’s past year’s contribution. A governmental unit may annually increase or decrease these funding contributions, which are payments for services rendered to the communities’ seniors, during each subsequent fiscal year as approved by the municipal governing unit. The following table demonstrates the usual funding by each governmental unit.

<u>Community</u>	<u>Population (2018 Est.)*</u>	<u>2019 SEV**</u>	<u>Percentage of SEV</u>	<u>Contribution Amount</u>	<u>Percentage of Contribution</u>
Birmingham	21,322	3,192,674,170	68%	\$122,944	67%
Beverly Hills	10,410	800,972,340	17%	\$43,375	24%
Bingham Farms	1,152	205,360,240	5%	\$4,639	3%
Franklin	3,255	443,872,130	10%	\$10,000	6%

*www.worldpopulationreview.com or U.S. Census, if available.

**2019 Oakland County Equalization Report

COPY

A governmental unit may terminate its participation in this agreement to contribute funds by giving a twelve (12) month written notice to the Board of Directors of NEXT so they may continue to rely with dependability upon the contribution amounts from each governmental unit.

ARTICLE V – MISCELLANEOUS

This Agreement may be amended in whole or in any part by written agreement of all of the parties at any time. Each governmental unit and NEXT is obligated to fully comply with all applicable local, state, and federal laws, regulations, grant conditions and contract provisions. This Agreement shall be in full force and effect on the date the Agreement is signed by all parties. This Agreement shall remain in effect and continue indefinitely unless terminated in writing by each governmental unit.

VILLAGE OF BEVERLY HILLS

By: _____

Its: _____

VILLAGE OF BINGHAM FARMS

By:  _____

Its: President _____

CITY OF BIRMINGHAM

By: _____

Its: _____

VILLAGE OF FRANKLIN

By: _____

Its: _____

A governmental unit may terminate its participation in this agreement to contribute funds by giving a twelve (12) month written notice to the Board of Directors of NEXT so they may continue to rely with dependability upon the contribution amounts from each governmental unit.

ARTICLE V – MISCELLANEOUS

This Agreement may be amended in whole or in any part by written agreement of all of the parties at any time. Each governmental unit and NEXT is obligated to fully comply with all applicable local, state, and federal laws, regulations, grant conditions and contract provisions. This Agreement shall be in full force and effect on the date the Agreement is signed by all parties. This Agreement shall remain in effect and continue indefinitely unless terminated in writing by each governmental unit.

VILLAGE OF BEVERLY HILLS

By: *Chris [Signature]*

Its: Village Manager

VILLAGE OF BINGHAM FARMS

By: _____

Its: _____

CITY OF BIRMINGHAM

By: _____

Its: _____

VILLAGE OF FRANKLIN

By: _____

Its: _____

A governmental unit may terminate its participation in this agreement to contribute funds by giving a twelve (12) month written notice to the Board of Directors of NEXT so they may continue to rely with dependability upon the contribution amounts from each governmental unit.

ARTICLE V – MISCELLANEOUS

This Agreement may be amended in whole or in any part by written agreement of all of the parties at any time. Each governmental unit and NEXT is obligated to fully comply with all applicable local, state, and federal laws, regulations, grant conditions and contract provisions. This Agreement shall be in full force and effect on the date the Agreement is signed by all parties. This Agreement shall remain in effect and continue indefinitely unless terminated in writing by each governmental unit.

VILLAGE OF BEVERLY HILLS

By: _____

Its: _____

VILLAGE OF BINGHAM FARMS

By: _____

Its: _____

CITY OF BIRMINGHAM

By: _____

Its: _____

VILLAGE OF FRANKLIN

By: William Lammott

Its: _____

A governmental unit may terminate its participation in this agreement to contribute funds by giving a twelve (12) month written notice to the Board of Directors of NEXT so they may continue to rely with dependability upon the contribution amounts from each governmental unit.

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VILLAGE OF BEVERLY HILLS

By: _____

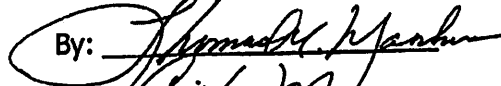
Its: _____

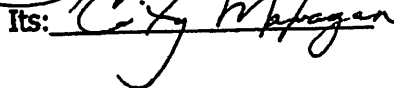
VILLAGE OF BINGHAM FARMS

By: _____

Its: _____

CITY OF BIRMINGHAM

By:  _____

Its:  _____

VILLAGE OF FRANKLIN

By: _____

Its: _____

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL

Statement of Activities

September 30, 2024

Support and Revenue

Contributions	\$167,116
Donated Services and Facilities	\$0
Program and Membership Fees	\$127,272
Interest Income	\$2,632
Net assets released from restrictions	\$614

Total Support and revenue **\$297,634**

Expenses

Program Services	\$239,486
Fundraising	\$6,081
Administrative & Overhead	\$43,449

Total Functional Expenses **\$289,016**

Net Income **\$8,618**

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL

Statement of Financial Position

September 30, 2024

ASSETS

Current Assets

Cash and Equivalents \$294,334

Account Receivables \$56,589

Total Current Assets \$350,923

Fixed Assets, Net \$28,000

Other Assets

Deposit on New Building

Total Assets \$378,923

LIABILITIES AND NET ASSETS

Current Liabilities

Accounts Payable and other accrued expenses \$111,159

Deferred Program Fees \$10,737

Total Current Liabilities \$121,896

Net Assets

Restricted Funds \$16,013

Capital \$232,396

Net Income \$8,618

Total Capital \$257,027

Total Liabilities & Capital \$378,923

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL

Statement of Activities

December 31, 2024

Support and Revenue

Contributions	\$561,199
Donated Services and Facilities	\$0
Program and Membership Fees	\$191,736
Interest Income	\$4,046
Net assets released from restrictions	\$774

Total Support and revenue **\$757,755**

Expenses

Program Services	\$399,582
Fundraising	\$7,755
Administrative & Overhead	\$90,021

Total Functional Expenses **\$497,358**

Net Income **\$260,397**

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL

Statement of Financial Position

December 31, 2024

ASSETS

Current Assets

Cash and Equivalents \$243,094

Account Receivables \$8,026

Total Current Assets \$251,120

Fixed Assets, Net \$19,832

Other Assets

Deposit on New Building \$500,000

Total Assets \$770,952

LIABILITIES AND NET ASSETS

Current Liabilities

Accounts Payable and other accrued expenses \$17,447

Deferred Program Fees -\$7,354

Total Current Liabilities \$10,093

Net Assets

Restricted Funds \$15,853

Capital \$484,608

Net Income \$260,397

Total Capital \$760,859

Total Liabilities & Capital \$770,952

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL

Statement of Activities

March 31, 2025

Support and Revenue

Contributions	\$628,669
Donated Services and Facilities	\$0
Program and Membership Fees	\$244,560
Interest Income	\$5,213
Net assets released from restrictions	\$774

Total Support and revenue \$879,216

Expenses

Program Services	\$128,549
Fundraising	\$7,755
Administrative & Overhead	\$507,156

Total Functional Expenses \$643,460

Net Income \$235,757

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL

Statement of Financial Position

March 31, 2025

ASSETS

Current Assets

Cash and Equivalents \$221,682

Account Receivables \$7,178

Total Current Assets \$228,860

Fixed Assets, Net \$19,832

Other Assets

Deposit on New Building \$500,000

Total Assets \$748,692

LIABILITIES AND NET ASSETS

Current Liabilities

Accounts Payable and other accrued expenses \$11,471

Deferred Program Fees \$10,803

Total Current Liabilities \$22,274

Net Assets

Restricted Funds \$15,853

Capital \$474,807

Net Income \$235,757

Total Capital \$726,418

Total Liabilities & Capital \$748,692

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL
D/B/A NEXT - YOUR PLACE TO STAY
ACTIVE & CONNECTED
(A Michigan Non-Profit Corporation)**

**Financial Report
For The Year Ended
June 30, 2024**



GORDON
Advisors, P.C.

certified public accountants

1301 WEST LONG LAKE ROAD, SUITE 200, TROY MI 48098

PH: 248-952-0200 • FAX: 248-952-0290

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL
Birmingham, Michigan

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Troy, MI 48098-6319
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INDEPENDENT ACCOUNTANT'S REVIEW REPORT

Birmingham Area Seniors Coordinating Council
Birmingham, Michigan

We have reviewed the accompanying financial statements of Birmingham Area Seniors Coordinating Council (a Michigan non-profit corporation), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Birmingham Area Seniors Coordinating Council and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Gordon Advisors, P.C.

May 14, 2025

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL
Statement of Activities and Changes in Net Assets
Year Ended June 30, 2024

	Without Donor Restrictions	With Donor Restrictions	Total
Support and Revenue			
Contributions	\$ 127,788	\$ 250,000	\$ 377,788
Donated services and facilities	317,347	0	317,347
Program service fees	352,886	0	352,886
Memberships	75,315	0	75,315
Special events - net of direct expenses of \$30,710	86,567	0	86,567
Net investment return - net of investment fees of \$16,965	395,185	0	395,185
Interest income	7,437	0	7,437
Net assets released from restrictions	29,869	(29,869)	0
Total Support and Revenue	1,392,394	220,131	1,612,525
Expenses			
Program services	704,205	0	704,205
Administrative	165,696	0	165,696
Fundraising	71,923	0	71,923
Total Functional Expenses	941,824	0	941,824
Increase in Net Assets	450,570	220,131	670,701
Net Assets - Beginning of Year	3,091,524	25,608	3,117,132
Net Assets - End of Year	\$ 3,542,094	\$ 245,739	\$ 3,787,833

See Independent Accountant's Review Report and Accompanying Footnotes.

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL
Statement of Functional Expenses
Year Ended June 30, 2024

	<u>Program</u>	<u>Administrative</u>	<u>Fundraising</u>	<u>Total</u>
Salaries	\$ 249,417	\$ 60,309	\$ 49,264	\$ 358,990
Payroll tax expense	19,080	4,613	3,769	27,462
Employee benefits	1,811	438	358	2,607
Class expense	97,831	0	0	97,831
Vehicle expense	22,716	0	0	22,716
Conferences/staff training	2,175	2,175	0	4,350
Facility expense and maintenance	19,817	9,908	3,303	33,028
Donated facility and maintenance	229,948	65,700	2,986	298,634
Donated transportation	18,713	0	0	18,713
Insurance	2,026	7,089	1,013	10,128
Office expense	20,303	2,901	5,801	29,006
Special events	0	0	30,710	30,710
Printing and postage	13,835	4,611	4,612	23,058
Professional fees	0	7,134	0	7,134
	<u>697,672</u>	<u>164,878</u>	<u>101,816</u>	<u>964,366</u>
Depreciation	<u>6,533</u>	<u>818</u>	<u>817</u>	<u>8,168</u>
Total expenses by function	704,205	165,696	102,633	972,534
Less expenses included in revenues on the statement of activities:				
Special events costs	<u>0</u>	<u>0</u>	<u>(30,710)</u>	<u>(30,710)</u>
Total expenses included in the expense section on the statement of activities	<u><u>\$ 704,205</u></u>	<u><u>\$ 165,696</u></u>	<u><u>\$ 71,923</u></u>	<u><u>\$ 941,824</u></u>

See Independent Accountant's Review Report and Accompanying Footnotes.

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL
Statement of Financial Position
June 30, 2024

ASSETS

Current Assets

Cash and equivalents	\$ 264,421
Contributions receivable	10,408
Prepaid expenses	0
Notes receivable	<u>59,746</u>

Total Current Assets 334,575

Fixed Assets, Net 19,832

Other Asset

Deposit	500,000
Investments - Quasi-Endowment fund	<u>2,987,354</u>

Total Assets \$ 3,841,761

LIABILITIES AND NET ASSETS

Current Liabilities

Accounts payable and other accrued expenses	\$ 19,265
Deferred program fees	<u>34,663</u>

Total Current Liabilities 53,928

Net Assets

Without donor restrictions	554,740
Without donor restrictions - Board designated quasi-endowment	<u>2,987,354</u>

Total net assets without donor restrictions 3,542,094

With donor restrictions 245,739

Total Net Assets 3,787,833

Total Liabilities and Net Assets \$ 3,841,761

See Independent Accountant's Review Report and Accompanying Footnotes.

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL
Statement of Cash Flows
Year Ended June 30, 2024

Operating Activities

Increase in net assets	\$ 670,701
Add items not requiring cash:	
Depreciation	8,168
Net investment return	(395,185)
(Increase) decrease in operating assets:	
Contributions and accounts receivable	(3,120)
Prepaid expenses	5,540
Increase (decrease) in operating liabilities:	
Accounts payable and accrued liabilities	(7,776)
Deferred program fees	(353)

Net Cash Used In Operating Activities277,975**Investing Activities**

Purchase of fixed assets	(4,585)
Deposit paid	(500,000)
Sale of investments	215,000

Net Cash Provided By Investing Activities(289,585)**Net Increase (Decrease) In Cash and Cash Equivalents**

(11,610)

Cash and Cash Equivalents - Beginning of Year276,031**Cash and Cash Equivalents - End of Year**\$ 264,421**Supplemental Disclosure of Cash Flow Information**

Cash paid for interest	\$ <u>0</u>
Cash paid for income taxes	\$ <u>0</u>

See Independent Accountant's Review Report and Accompanying Footnotes.

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL
Notes to the Financial Statements
June 30, 2024

NOTE:

1. Summary of Significant Accounting Policies

The following are accounting principles and policies followed by the Organization:

Nature of Operations – Birmingham Area Seniors Coordinating Council D/B/A Next – Your Place to Stay Active & Connected (the Organization) is a non-profit, corporation organized to promote lifelong learning, independence and participation in the community for older adults. The Organization was incorporated under the laws of the state of Michigan on July 1, 1981. Birmingham Area Seniors Coordinating Council provides seniors with various outreach and recreation programs such as support groups, transportation, counseling, health information, home maintenance, education and athletic programs. The Organization serves as administrator for a home chore program which is funded by Oakland County. It identifies qualified seniors who need home repair or maintenance and hires contractors to perform services and is reimbursed for the expense of the contractors and related administrative costs.

Basis of Accounting – The financial statements are prepared based on the accrual basis of accounting, in accordance with generally accepted accounting principles.

Financial Statement Presentation – The Organization reports information regarding its financial position and activities according to two classes of net assets: without donor restrictions and with donor restrictions.

Use of Estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents – The Organization considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

Concentrations – Financial instruments which potentially subject the Organization to concentrations of credit risk consist principally of cash. The Federal Deposit Insurance Corporation (FDIC) insures balances up to \$250,000. At times, the Organization may have amounts on deposit in excess of the insured amounts.

Contributions Receivable – Contributions receivable consist of unconditional promises to give, which are recognized as revenue in the period the promise is received.

Fixed Assets – Fixed assets are stated at cost if purchased or fair value at date of donation and depreciated over their estimated useful lives using the straight-line method. Upon sale or retirement, the cost and accumulated depreciation is eliminated from the respective accounts and a gain or loss is recorded in operations. Expenditures for maintenance and repairs are charged to operations as incurred, while major purchases are capitalized. Assets costing over \$500 with a useful life over one year are capitalized.

Contributions Without Conditions – Gifts received by Birmingham Area Seniors Coordinating Council that do not include conditions are recorded as either increases in net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restrictions expire in the reporting period in which the revenue is recognized. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions. The Organization did not receive any contributions from donors that included conditions that precluded immediate recognition.

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL
Notes to the Financial Statements (Continued)
June 30, 2024

NOTE:**1. Summary of Significant Accounting Policies (Continued)**

Exchange Transaction Revenue Recognition – The statement of activities presents revenues as exchange transactions when the resource provider receives the direct commensurate benefit of the services the Organization provides. Revenue is recognized on a daily basis for program activities. Other exchange transaction revenues such as membership fees are earned at the point in time that the Organization provides service or transfers ownership of property.

Tax-Exempt Status – The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is not classified as a private foundation by the Internal Revenue Service.

Donated Services and Facilities – Many individuals volunteer their time and perform a variety of tasks to assist the Organization that do not meet the criteria for recognition as contributed services. No amounts have been reflected in the statements for volunteer services since these services are not recordable under accounting principles generally accepted in the United States of America; however, volunteers have donated countless hours to the Organization.

These services and facilities are recorded as contributions and expenses in the statement of activities:

Birmingham School District provides its facilities	\$ 298,634
SMART provides van for transportation program	<u>18,713</u>
Total donated services and facilities revenue and expense	<u>\$ 317,347</u>

Advertising – Advertising costs are charged to operations when incurred.

Income Tax Uncertainties – Accounting principles generally accepted in the United States of America require the Organization to evaluate tax positions taken by the Organization and recognize a tax liability if the Organization has taken an uncertain position that more likely than not would not be sustained upon examination by the IRS or other applicable taxing authorities. Management has analyzed the tax positions taken by the Organization and has concluded that as of June 30, 2024, there are no uncertain positions taken or expected to be taken that would require recognition of a liability or disclosure in the financial statements.

Subsequent Events – The Organization has evaluated events and transactions that occurred through May 14, 2025, which is the date the financial statements were available for issue.

2. Revenue Recognition

Contributions of cash and other assets, including unconditional promises to give in the future (pledges), are reported as revenue when received, measured at fair value. Contributions without donor-imposed restrictions and contributions with donor-imposed time or purpose restrictions that are met in the same period as the gift are both reported as support without donor restrictions. Other restricted gifts are reported as support with donor restrictions when received and reclassified to net assets without donor restrictions when the restrictions are met. Earnings, gains, and losses on restricted net assets are classified as without restrictions unless specifically restricted by the donor.

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL
Notes to the Financial Statements (Continued)
June 30, 2024

NOTE:**2. Revenue Recognition (Continued)**

Management has determined that substantially all federal, state, and other grants that support the services the Organization provides are from arrangements for which there is no commensurate benefit provided to the resource providers. Therefore, all of this support is considered to be contribution revenue. The contributions from these grants are provided under contracts in which the revenue is conditioned upon the incurrence of allowable qualifying expenditures or performed services. These conditional contributions are recognized as revenue at the time that either the allowable expenditure is incurred, or the specified service is provided. The contributions are typically invoiced by the Organization after the conditional barrier has been met.

The Organization offers program related experiences and services where the performance obligation is delivery of the program. Fees for these programs are based on the type of program. These revenues are treated as exchange transactions and are recognized as revenue after delivery of the program has occurred.

The Organization conducts special fundraising events in which a portion of the gross proceeds paid by the participant represents payment for the direct cost of the benefits received by the participant at the event – the exchange component, and a portion represents a contribution to the Organization. The performance obligation is delivery of the event, and revenue is recognized after the event has taken place.

3. Fixed Assets

Fixed assets consist of the following:

Furniture and fixtures	\$ 231,443
Office equipment and computers	<u>77,567</u>
Total	309,010
Less: accumulated depreciation	<u>(289,178)</u>
Net	<u>\$ 19,832</u>

4. Notes Receivable

The Organization was assigned certain mortgage notes in 2021 from The Foundation For Birmingham Senior Residents, who mission was merged into the Organization. Investment funds were provided as mortgage notes to City of Birmingham residents who are senior citizens and who demonstrate the need for assistance with housing, including upkeep, maintenance, and repairs. At June 30, 2024, five mortgage notes receivable amounting to \$59,746 are outstanding to residents each bearing 0% interest.

5. Functional Allocation of Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include salaries and payroll taxes, which are allocated on the basis of estimates of time and effort, and other indirect costs which are based on estimates provided by management.

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL
Notes to the Financial Statements (Continued)
June 30, 2024

NOTE:**6. Net Assets With Donor Restrictions**

Net assets with donor restrictions are available as of June 30, 2024 for the following purposes:

Restricted for activities:

New building design	\$ 221,111
Client Assistance	<u>24,628</u>
Total Restricted	<u>\$ 245,739</u>

7. Unconditional Promises to Give

Unconditional promises to give are due in less than one year and are as follows:

Receivable	\$ 10,408
Less: allowance for uncollectible promises	<u>0</u>
Net receivable	<u>\$ 10,408</u>

8. Fair Value Measurements

The Organization uses fair value measurements in the preparation of its financial statements, which utilize various inputs, including those that can be readily observable, corroborated, or are generally unobservable. The Organization utilizes market-based data and valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Additionally, the Organization applies assumptions that market participants would use in pricing an asset or liability, including assumptions about risk.

Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, *Fair Value Measurements and Disclosures*, provides the framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable input (Level 3 measurement). The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

- Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.
- Level 2 Inputs to the valuation methodology include: 1) quoted prices for similar assets or liabilities in active markets, 2) quoted prices for identical or similar assets or liabilities in inactive markets, 3) inputs other than quoted prices that are observable for the asset or liability, 4) inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.
- Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL
Notes to the Financial Statements (Continued)
June 30, 2024

NOTE:**8. Fair Value Measurements (Continued)**

Following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2024.

Investment Valuation and Income Recognition: The Organization's investments are stated at fair value. Shares of exchange traded funds, closed end funds and mutual funds are valued at quoted market prices that represent the net asset value of shares held by the Organization at year-end. Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net investment earnings include unrealized appreciation and depreciation, realized gains and losses, and dividends and interest income.

The preceding method described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Assets and liabilities are recorded at fair value on a recurring basis. The following table presents the balances of the assets and liabilities measured at fair value on a recurring basis as of June 30, 2024:

Fair Value Measurements at Reporting Date Using

	<u>6/30/24</u>	Quoted Prices In Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:				
Cash & money market	\$ 143,812	\$ 143,812	\$ 0	\$ 0
Equities	1,766,814	1,766,814	0	0
Fixed Income and preferred Alternatives	580,809 <u>495,919</u>	580,809 <u>494,919</u>	0 <u>0</u>	0 <u>0</u>
Total investments at fair value	<u>\$ 2,987,354</u>	<u>\$ 2,987,354</u>	<u>\$ 0</u>	<u>\$ 0</u>

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL
Notes to the Financial Statements (Continued)
June 30, 2024

NOTE:**9. Board Designated Quasi-Endowment Fund**

The Organization has established guidelines whereby the general purpose of the Endowment fund is to support the Organization's mission by generating a growing flow of funds to help meet the current and future capital and other needs. The Finance Committee is responsible for the investment mix and growth of the fund with the established Investment Policy Guidelines. The Fund spending policy governs the rate at which the funds are released to the operating budget and is determined by the Board of Directors of the Organization.

Activity in the Endowment Fund is as follows:

Balance - Beginning of Year	\$ 2,807,170
Net gifts received and invested	0
Investment returns:	
Dividends and interest	99,637
Long-term gain	57,164
Net unrealized gain (loss)	255,348
Fund transfers	(215,000)
Administrative fees	<u>(16,965)</u>
Balance - End of Year	<u>\$ 2,987,354</u>

10. Deposit on Purchase of Property

During the year, the Organization contributed a deposit of \$500,000 under a Memorandum of Understanding with the City of Birmingham towards the purchase of a building to be better able to accommodate the growing number of members. The City of Birmingham will acknowledge receipt of the contribution towards the purchase of the property when it considers its ultimate lease arrangement with the Organization in 2026. It is the intent of the City to enter into a long-term lease of this property with the Organization for the price of \$1 per year. If the lease fails to be achieved, the City will return the contribution from the Organization.

11. Liquidity Management

The Organization has \$264,421 in cash and equivalents and \$10,408 of receivables available within one year of the statement of financial position date to meet cash needs for general expenditures. Of this amount, \$245,739 is subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the statement of financial position sheet date.

The Organization has a goal to maintain enough cash to meet all anticipated normal operating expenses throughout the year.



MEMORANDUM

Legal Department

DATE: June 2, 2025

TO: Jana L. Ecker, City Manager

FROM: Mary M. Kucharek, City Attorney

SUBJECT: Meetings of the Birmingham City Commission and Potential Ordinance Change

INTRODUCTION:

Each year, with the assistance of the City Clerk, the City Commission schedules its regular City Commission meetings for the following year. It has come to our attention that the City Commission meetings, when they fall on legal holidays, according to City ordinance, should be held on the following day, instead of an alternate Monday. The question before the City Commission is whether the City Commission chooses to continue to have their meetings on Mondays only, or whether they would consider having the meetings the day after a legal holiday, thereby having meetings on Tuesdays or other days of the week?

BACKGROUND:

The City Commission, with the assistance of the City Clerk, sets the City Commission's schedule of meetings for the following year, paying attention to conflicts regarding holidays. The City of Birmingham Charter, Chapter III., Section 6. states:

"Regular meetings of the commission shall be held at such times as may be established by ordinance, provided that the commission shall meet regularly not less than twice a month."

The Birmingham City Code of Ordinances, Chapter 2, Administration, Article II., City Commission, Sec. 2-26. – Regular meetings states:

"Regular meetings of the city commission shall be held not less than twice a month on such days as the city commission shall determine. If a regular meeting should fall on a legal holiday, the city commission may cancel the meeting or hold the meeting on the next day that is not a legal holiday. For purposes of this section, legal holiday means any day designated as a state or national holiday and those days so designated by resolution of the city commission."

As such, the ordinance says, "as the city commission shall determine." The City Commission, in the past, has determined, as published on the website in the area of City Commission Overview, that the "Birmingham City Commission meets on the second and

fourth Monday of every month at 7:30 p.m. in the Commission Room on the 2nd floor of the Municipal Building, 151 Martin Street.” The City Commission has, also by ordinance, determined that “if a regular meeting should fall on a legal holiday, the City Commission may cancel the meeting or hold the meeting on the **next day that is not a legal holiday.**” For purposes of this Section, legal holiday means any date designated as a State or national holiday **and those days so designated by resolution of the City Commission.** Therefore, if a holiday, State, national, or those so designated, falls on a Monday, then the City Commission meetings ought to fall on a Tuesday. If a legal holiday falls on a Monday and Tuesday, then the meeting would be on a Wednesday. Historically, the City Commission has voted on a calendar that moves City Commission meetings to different Mondays of the month, as opposed to Tuesdays. The question is whether the City Commission wishes to continue the way that it has been, which is that all City Commission meetings are held on Mondays and the calendar is to accommodate Mondays only? Or, does the City Commission wish to follow the current ordinance says which that the meetings that fall on holidays should be held the next day. If the City Commission would like to honor the current ordinance, nothing further needs to be done, and the City Clerk will create the calendar for 2026 accordingly and present it to the City Commission at a future meeting for approval. However, if the City Commission determines that it is most advantageous to keep all City Commission meetings on Mondays, then the ordinance should be changed accordingly. Attached is an ordinance revision that would schedule all City Commission meetings on Mondays.

LEGAL REVIEW:

The City Attorney has reviewed the Charter and ordinances and is requesting that the City Commission determine the course of action regarding the regular meetings of the City Commission in the future.

FISCAL IMPACT:

None.

SUSTAINABILITY:

N.A.

DESIGN CONSIDERATIONS:

N.A.

PUBLIC COMMUNICATIONS:

This memorandum will be posted in the agenda packet for public notice and consideration.

SUMMARY:

The City Commission is being asked to determine whether it chooses to amend the current ordinance allowing City Commission meetings to only be held on Mondays, or whether the City Commission determines that it is best to hold the City Commission meetings on the next day i.e. a Tuesday, if a City Commission meeting falls on a legal holiday.

ATTACHMENTS:

Attachment 1 – Resolution of all holidays observed by the City including State, national and City determined holidays.

Attachment 2 – A proposed ordinance amendment in redline and clean versions.

SUGGESTED COMMISSION ACTION:

Make a motion adopting an amendment to City Code Chapter 2 - Administration, Article II. – City Commission, Sec. 2-26 to move all City Commission meetings that fall on a holiday to alternate Mondays as needed.

OR

Make a motion adopting a resolution to accept Sec. 2-26 – Regular meetings of the Birmingham City Code as written and direct the City Clerk to create the calendar for consideration of the 2026 year, moving regular City Commission meetings to the following day in accordance with the current ordinance, if the regular Monday meeting falls on a legal or designated holiday.

ATTACHMENT 1



MEMORANDUM

Human Resources Department

DATE: July 6, 2023

TO: Jana L. Ecker, City Manager

FROM: Christina Woods, HR Manager

SUBJECT: 2024 State, Federal and significant holidays to avoid scheduling public meetings

INTRODUCTION:

The City of Birmingham acknowledges the significance of holidays by refraining from scheduling public meetings on these dates. By refraining from holding public meetings on legally recognized holidays, the City eliminates barriers that may hinder public participation as required by the Open Meetings Act.

In planning the 2024 calendar schedule of meetings, City staff reviewed all current State, Federal and previously recognized holidays as declared by a City Commission resolution, and has identified potential additional holidays for the City Commission's consideration.

BACKGROUND:

There are two distinct categories of holidays: those designated as holidays during which City offices are closed, and staff receives a paid day off; and those recognized holidays where City offices are open but no public meetings should be scheduled.

The City Code states that City Commission meetings shall not be held on State or Federal holidays, nor holidays designated by resolution of the City Commission. All public meetings should be avoided on those dates.

City Hall closes on certain holidays which are also paid days off for most full time and permanent part-time employees, as stipulated in the employee handbook and collective bargaining agreements. When the holiday falls on a weekend, an "observed" holiday is usually on the business day before or after the holiday.

Current City of Birmingham Holidays (Holidays with + are also City Hall Closure/Paid Holiday)

New Year's Day +	Eid al-Adha	Simchat Torah
Martin Luther King, Jr. Day +	Juneteenth	General Election Day
Ash Wednesday	Independence Day +	Diwali
President's Day	Ashura	Veterans Day
Good Friday +	Labor Day +	Thanksgiving Day +
Easter Sunday	Rosh Hashana	Day after Thanksgiving +
Eid al-Fitr	Yom Kippur	Christmas Eve +
Passover	Columbus Day/Indigenous	Christmas Day +
Memorial Day +	Peoples Day	Hanukkah
Shavuot	Sukkot	Kwanzaa
	Shemini Atzeret	New Year's Eve+

Juneteenth Holiday

Recently, the Federal and State Governments have declared Juneteenth as an official legal holiday. In addition, the recent agreement between the City and AFSCME introduced Juneteenth as a paid holiday, reflecting the significance of this important day. The City recognizes the importance of allowing all employees to observe Juneteenth, and the City Administration requests closing City Hall offices on this day and offering paid time off to all employees who receive paid holiday benefits. This aligns with the practice in neighboring communities, county offices, and federal offices, where Juneteenth is already observed as an official holiday.

Additional Significant Holidays

City Staff is also recommending the addition of the following significant dates to add to the list of holidays on which to refrain from scheduling public meetings:

Chinese New Year: Lunar New Year celebration in Chinese culture.

Purim: Jewish festival commemorating deliverance from Haman.

Holi: Hindu festival of colors and spring.

Maundy Thursday: Christian commemoration of the Last Supper.

Holy Friday (Eastern Orthodox Christian): Observance of the crucifixion of Jesus.

Pascha/Easter (Eastern Orthodox Christian): Resurrection of Jesus celebration.

Bodhi Day: Buddhist holiday honoring the enlightenment of Buddha.

LEGAL REVIEW:

The City Attorney agrees with the staff recommendation and believes this is best practice for purposes of the OMA and decreasing any barriers from the public's ability to attend all public meetings.

FISCAL IMPACT:

While adding a holiday to the City calendar will not increase the City's expenditures, there is a loss of productivity of one day, which in dollar terms is approximately \$60,000.

SUSTAINABILITY:

This item does not impact sustainability because approving the proposed 2024 holiday dates is administrative and will only affect scheduling of public meetings and events.

PUBLIC COMMUNICATIONS:

Holidays observed by various cultures, various religions, and for historically significant events are included in the City calendar in order to ensure respect and recognition of all values and beliefs. The City consistently reviews and encourages the submission of information regarding cultural, religious, and historically significant dates. We welcome community members to engage in discussions and share any significant dates that we may have missed.

SUMMARY:

In order to accommodate public attendance, the City of Birmingham should avoid scheduling public meetings on State, Federal, and identified significant holidays. By refraining from holding public meetings on these dates, the City aims to eliminate barriers that may hinder public participation. The City recommends including Juneteenth as a City Hall closure date with paid time off for holiday benefit-eligible employees.

ATTACHMENTS:

- Chart of State, Federal and Significant holidays for 2024

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to designate the following dates as City recognized legal Holidays pursuant to Section 2-26 of the Birmingham City Code:

New Year's Day	Pasca/ Easter (Eastern Orthodox Christian)	Simchat Torah *
Martin Luther King, Jr. Day	Memorial Day	General Election Day
Chinese New Year	Shavuot *	Diwali
Ash Wednesday	Eid al-Adha *	Veterans Day
President's Day	Juneteenth	Thanksgiving Day
Purim *	Independence Day	Day after Thanksgiving
Holi	Ashura *	Christmas Eve
Maundy Thursday	Labor Day	Christmas Day
Good Friday	Rosh Hashana *	Hanukkah *
Easter Sunday	Yom Kippur *	Kwanzaa
Eid al-Fitr	Columbus Day/Indigenous	Bodhi Day
Passover *	Peoples Day	New Year's Eve
Holy Friday (Eastern Orthodox Christian)	Sukkot*	<i>*Holiday begins sundown the previous day</i>
	Shemini Atzeret *	

And further, to designate Juneteenth as an annual day of closure for City Hall offices and instructing the administration to include this day as a paid holiday for eligible employees, identified in the collective bargaining agreements and employee handbooks for 2024 and beyond.

2024 Federal, State and Significant Holidays		Employee Paid Holidays	Observed due to City Resolution	State Holiday	Federal Holiday	
New Year's Day	1/1/2024	X	X	X	X	
Martin Luther King, Jr. Day	1/15/2024	X	X	X	X	
Chinese New Year	2/10/2024					
Ash Wednesday	2/14/2024		X			
President's Day/ Washington's Birthday	2/19/2024		X	X	X	
Purim	Sundown 3/22/24 - 3/24/24					
Holi	3/25-3/26/2024					
Maundy Thursday	3/28/2024					
Good Friday	3/29/2024	X	X			
Easter Sunday	3/31/2024		X			
Eid al-Fitr	Sundown 4/8-4/10/2024		X			
Passover	Sundown 4/22 -4/24, 4/29-4/30/2024		X			* Work Restriction
Holy Friday (Eastern Orthodox Christian)	5/3/2024					
Pasca/ Easter (Eastern Orthodox Christian)	5/5/2024					
Memorial Day	5/27/2024	X	X	X	X	
Shavuot	Sundown 6/11-6/13/2024		X			* Work Restriction
Eid al-Adha	Sundown 6/16 - 6/17/24		X			
Juneteenth	6/19/2024	PTO for AFSCME	X	X	X	
Independence Day	7/4/2024	X	X	X	X	
Ashura	Sundown 7/16 - 7/17/2024		X			
Labor Day	9/2/2024	X	X	X	X	
Rosh Hashana	Sundown 10/2 - 10/4/2024		X			* Work Restriction
Yom Kippur	Sundown 10/11 - 10/12/2024		X			* Work Restriction
Columbus Day/Indigenous Peoples Day	10/14/2024		X		X	
Sukkot	Sundown on 10/16 - 10/18/2024		X			* Work Restriction
Shemini Atzeret	Sundown of 10/23 - 10/25/2024		X			* Work Restriction
Simchat Torah	Sundown 10/24 - 10-25/2024		X			* Work Restriction
General Election Day	11/12/2024		X	X		
Diwali	11/1/2024		X			* Work Restriction
Veterans Day	11/11/2024		X	X	X	
Thanksgiving Day	11/28/2024	X	X	X	X	
Day after Thanksgiving	11/29/2024	X	X	X		
Christmas Eve	12/24/2024	X	X	X		
Christmas Day	12/25/2024	X	X	X	X	
Hanukkah	Sundown 12/25/24 - 1/2/2025		X			
Kwanzaa	12/26 -1/1/2025		X			
Bodhi Day	12/28/2024					
New Year's Eve	12/31/2024	X	X	X		

Birmingham City Commission Minutes
July 10, 2023
Municipal Building, 151 Martin
7:30 p.m.
Vimeo Link: <https://vimeo.com/839942093>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, Mayor, opened the meeting with the Pledge of Allegiance.

II. ROLL CALL

City Clerk Bingham called the roll.

Present: Mayor Longe
Mayor Pro Tem McLain
Commissioner Boutros
Commissioner Haig
Commissioner Host

Absent: Commissioner Baller
Commissioner Schafer

Staff: City Manager Ecker; City Clerk Bingham, City Engineer Coatta, Police Chief Grewe,
City Attorney Kucharek, Human Resources Manager Woods

III. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS, AWARDS, APPOINTMENTS, RESIGNATIONS AND CONFIRMATIONS, ADMINISTRATION OF OATHS, INTRODUCTION OF GUESTS AND ANNOUNCEMENTS

The Mayor noted this would be CM Ecker's first meeting as full-fledged City Manager and congratulated her.

07-165-23 Right to Renew Ordinance

MOTION: Motion by Mayor Longe, seconded by MPT McLain:
To amend tonight's agenda under information only to formally receive the statements on the right to renew ordinance with supporting signatures from the residents of Baldwin House, and make them part of tonight's meeting and agenda minutes.

VOICE VOTE: Ayes, MPT McLain
Commissioner Host
Mayor Longe
Commissioner Haig
Commissioner Boutros

Nays, None

The list on page 7A, number three, is included with parcel number, sidwell number, street address, and SAD assessment.

ROLL CALL VOTE: Ayes, MPT McLain
Commissioner Host
Mayor Longe
Commissioner Haig
Commissioner Boutros

Nays, None

07-171-23 School Resource Officer

PC Grewe and CM Ecker presented the item.

MPT McLain thanked PC Grewe for completing the negotiation and said it was important to send a message of safety.

The Mayor noted that the responsibility to keep children safe at schools rests primarily with the School District, that the City was glad to be able to assist with the schools located within Birmingham, and that she was glad this was negotiated to everyone's benefit.

MOTION: Motion by Commissioner Haig, seconded by Commissioner Host:
To make a motion adopting a resolution to approve a three year agreement ending July 1, 2026 with the Birmingham School District for the provision of a full-time School Resource Officer, with all salary and benefits for this officer to be paid by the Birmingham School District. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City with the condition that there are no changes to the contract in front of us tonight.

ROLL CALL VOTE: Ayes, MPT McLain
Commissioner Host
Mayor Longe
Commissioner Haig
Commissioner Boutros

Nays, None

07-172-23 2024 State, Federal And Significant Holidays To Avoid Scheduling Public Meetings

HRM Woods and CM Ecker presented the item.

MOTION: Motion by Commissioner Haig, seconded by Commissioner Host:
To adopt the resolution to designate the following dates as listed in tonight's package 7C page three as City recognized legal holidays pursuant to Section 2-26 of the Birmingham City Code.

And further, to designate Juneteenth as an annual day of closure for City Hall offices and instructing the administration to include this day as a paid holiday for eligible employees, identified in the collective bargaining agreements and employee handbooks for 2024 and beyond.

ROLL CALL VOTE: Ayes, MPT McLain
Commissioner Host
Mayor Longe
Commissioner Haig
Commissioner Boutros

Nays, None

07-173-23 Closed Session Pursuant to MCL § 15.268 Sec. 8(h) of the Open Meetings Act

CA Kucharek presented the item.

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Host: To meet in closed session to discuss a written attorney/client privilege communication pursuant to MCL § 15.268 Sec. 8(h) of the Open Meetings Act.

ROLL CALL VOTE: Ayes, MPT McLain
Commissioner Host
Mayor Longe
Commissioner Haig
Commissioner Boutros

Nays, None

The Commission went into closed session at 8:10 p.m.

The Commission returned from closed session at 8:51 p.m.

**Commission Items for Future Discussion
Commission Discussion On Items From A Prior Meeting**

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to Appoint to the Advisory Parking Committee
 - 2. Notice of Intention to Appoint to the Public Arts Board

ATTACHMENT 2

CITY OF BIRMINGHAM

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 2 –
ADMINISTRATION, ARTICLE II. – CITY COMMISSION,
SEC. 2-26 REGULAR MEETINGS**

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 2. Administration, Article II. – City Commission, Sec. 2-26.
– Regular Meetings, shall read as follows:

Sec. 2-26. Regular Meetings.

Regular meetings of the ~~city~~ City eCommission shall be held not less than twice a month, ~~usually on the 2nd and 4th Monday of the month, on such days as the city commission shall determine~~ the City Commission shall determine by resolution in the preceding year. If a regular ~~Monday~~ meeting should fall on a legal holiday, ~~the City Commission may determine to move the regular Monday meeting as appropriate, to accommodate at least two City Commission meetings a month, if it lands on a State or national holiday, and/or those days so designated by resolution of the City Commission.~~ the city commission may cancel the meeting or hold the meeting on the next day that is not a legal holiday. For purposes of this section, legal holiday means any day designated as a state or national holiday and those days so designated by resolution of the city commission.

All other Sections of Chapter 2. –ADMINISTRATION shall remain unaffected.

Ordained this _____ day of _____, 2025. Effective upon publication.

Therese Longe, Mayor

Alexandria D. Bingham, City Clerk

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held _____, 2025 and that a summary was published _____, 2025.

Alexandria D. Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 2 –
ADMINISTRATION, ARTICLE II. – CITY COMMISSION,
SEC. 2-26 REGULAR MEETINGS**

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 2. Administration, Article II. – City Commission, Sec. 2-26. – Regular Meetings, shall read as follows:

Sec. 2-26. Regular Meetings.

Regular meetings of the City Commission shall be held not less than twice a month, usually on the 2nd and 4th Monday of the month, as the City Commission shall determine by resolution in the preceding year. If a regular Monday meeting should fall on a legal holiday, the City Commission may determine to move the regular Monday meeting as appropriate, to accommodate at least two City Commission meetings a month, if it lands on a State or national holiday, and/or those days so designated by resolution of the City Commission.

All other Sections of Chapter 2. –ADMINISTRATION shall remain unaffected.

Ordained this _____ day of _____, 2025. Effective upon publication.

Therese Longe, Mayor

Alexandria D. Bingham, City Clerk

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held _____, 2025 and that a summary was published _____, 2025.

Alexandria D. Bingham, City Clerk

From Clerks Office- The Senior/Community Center project.

1 message

'Kathleen Devereaux' via Clerks Office <ClerksOffice@bhamgov.org>

Thu, May 15, 2025 at 8:50 AM

Reply-To: Kathleen Devereaux <kcdevereaux@yahoo.com>

To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>

Cc: "clerksoffice@bhamgov.org" <clerksoffice@bhamgov.org>

To: Mayor Therese Longe, Commissioners Baller, Emerine, Haig, Host, Long and Schafer,

I was shocked when on May 5, 2025, the Commission voted 7-2 to table further discussion on the proposed Senior/Community Center project now that all the specs are in, and they were ready to go forward with the ballot bond proposal.

The Commission's sudden and baffling reversal came right after having it explained to them, in a workshop session presented by the Ad Hoc Aging in Place Committee, why senior services and a dedicated center for them are crucial, and why the demographic shift in the Birmingham population can't be ignored or downplayed.

There is a contingent who are trying to make this about a putative taxpayer burden, and are claiming that seniors are too small (or *temporary*?) a segment of the Birmingham population to really matter. On May 5, the Commission apparently bought into this skewed approach, perhaps also giving undue credence to the specious argument pitting funds for the senior center against funding infrastructure and roads, an invalid conflation.

The Commission might also have been influenced by Stuart Jeffares' letter to Downtown NewsMagazine, a news article on his resignation as a Next trustee, and an editorial, all in the May 2025 issue.

Stuart Jeffares' letter to the editor emphasized that the Y's role in this project had led to the inflation of the cost, not the Senior Center. His letter concluded as follows:

“Let's take care of OUR seniors, let the YMCA and other private organizations take care of themselves. We have patiently waited for decades.”

Downtown's back page editorial, "Pause and take a look at new center project," placed the blame for the sticker shock squarely on the Y.

"...The Birmingham City Commission made its first mistake by allowing the needs of the YMCA to become almost a controlling factor in the effort to provide a home for Next. "

This editorial did not undercut the continuing need for a new home for Next, in fact it urges the Commission to recall that this was the original mission of the project, which had become derailed when people realized the pool would go away.

In tabling this, the Commission went against their stated intent in the strategic plan that led to appointing the AHAIP committee in the first place, and, later, the Ad Hoc Senior/Recreation Committee. They also ignored clear statements in the Master Plan that the absence of adequate facilities for a senior center in Birmingham needs to be addressed—and soon.

Static from The Community House

The Community House did not help matters by taking up time during at least three meetings lobbying to get the name of the new center changed so that it did not conflict with TCH's "brand."

Their irrelevant and gratuitous pitches were another red herring disrupting the Commission's momentum in greenlighting this project.

Their "trademark infringement" claims might bear some weight, were it not for the fact that, as TCH functions now, any resemblance between their operation and a community center is nil.

Over the years, TCH also provided adult enrichment classes and other activities of interest to seniors, acting as an ad hoc adjunct to Next. The fact that they ceased doing that, beginning approximately in 2011, at first gradually, then all at once, has, in fact, helped propel the urgent need to expand Next's facilities.

What should the Commission do NEXT?

The Commission needs to continue with the presentation of the final plans and the wording of the bond proposal, and finish this up in time to get it on the November 2025 ballot.

Let the voters decide who's in the majority: those who argue that roads vs. seniors are a zero sum game? Or seniors, soon-to-be-seniors, and their supporters, who believe that an affluent community can afford amenities for people that have been staunch contributors to this tax base for years.

If the Commission misses the mid-July deadline for getting this on the ballot, then they must go ahead with the original plan to move Next into the Y facility that the City, with Next's help, purchased, and use the existing millage funds to adapt the space.

One thing is clear: Inaction is not a solution. Seniors have waited long enough.

Sincerely,

Kathleen Devereaux

Birmingham resident since 1979.



Jana Ecker <jecker@bhamgov.org>

(no subject)

1 message

thomas markus <tmsquared20@gmail.com>
To: Jana Ecker <Jecker@bhamgov.org>

Thu, May 15, 2025 at 3:09 PM

To Jana Ecker.

Hi Jana: Hope all is going well! Would you be so kind as to refer this message to the City Commission, NEXT Director and the local news outlets. Tom

RETURN TO THE ORIGINAL PLAN FOR BIRMINGHAM SENIOR SERVICES

Prior to my retirement as Birmingham's City Manager, we established a clear, strategic plan to address the critical gap in sustainable senior services funding. This plan is now being abandoned at great cost to our senior Community.

THE FACTS: NEXT has served as Birmingham's trusted senior service provider for over 45 years delivering comprehensive services at minimal cost to the city. Building space for NEXT has been provided by the Birmingham public school district (BPS) starting several years ago. BPS wisely collaborated with BASCC now NEXT to provide a home for NEXT. Under the guise of lifelong learning BPS and NEXT were benefited. BPS gained a supportive relationship with NEXT through senior voter support of bond issues and Next found a semi-permanent home albeit without a lease. The school administration and board have decided they need to reclaim the space and have established a deadline for NEXT to move out. Financing through the Birmingham school district was a more equitable financial approach as BPS's taxing jurisdiction includes our neighboring communities that also receive NEXT services. In July 2022 the city wisely recognized the need for NEXT to secure a permanent home. After a thorough evaluation of available properties the YMCA building was identified as the optimal solution on June 5, 2023. The commission unanimously approved:

1. The purchase of 400 E. Lincoln specifically for Next
2. Memorandum of understanding with NEXT for occupancy
3. An Interim use plan provided about a third of the space for the YMCA to maintain a presence while the YMCA pursued an effort to combine the Royal Oak and Birmingham YMCA's space in a new or expanded/rehabilitated YMCA space in Royal Oak.
4. The .33 senior mileage for the November ballot
5. The transition plan NEXT

THE CURRENT PAUSE:

Since my departure, the City has been studying a plan to build a new building housing a community center and senior center. The price of this new facility has balloon to \$37 million. The original plan was to renovate the existing building at an estimated cost of \$5 million. At the May 5 City commission meeting the commission paused action on the new building plan. What should have been a methodical implementation to properly accommodate NEXT has morphed into a significantly larger building costing millions more than was ever contemplated. This new plan in my opinion, jeopardizes a responsible plan to provide for our growing senior population.

CRITICAL CONCERNS:

1. The building size cannot adequately support both organizations.
2. The limited parking will create constant problems and disrupt the surrounding neighborhood.
3. The city never intended to share this building with the YMCA, except for a limited amount of space and time period. Initially, the YMCA building was purchased to house NEXT not as a community center.
4. For over two years, the City has bent over backwards, trying to accommodate the YMCA's extensive amenity demands. This approach is clearly failing and is just too expensive.
5. The current economic climate would suggest a \$37 million bond issue will stand a very slim chance of approval by the electorate.

THE SOLUTION:

The YMCA has a viable alternative at the Royal Oak branch just 4 miles away. NEXT has no such option. In fact, the clock is ticking on NEXT as they are expected to vacate the BPS school location. With Birmingham's rapidly growing senior population and NEXT's Proven 45 year track record of high quality, cost efficient services, we must refocus on our original mission, addressing Birmingham's most significant senior service gap – senior care. It is also appropriate to mention the significant financial contribution by NEXT (\$700 thousand +-) to the City for this

5/15/25, 3:30 PM

City of Birmingham MI Mail - (no subject)

project. I strongly urge you to abandon this flawed attempt to create a new facility that serves everyone poorly, and instead honor your unanimous commitment to properly support our seniors by following the terms of the Memorandum of Understanding tween the City and Next. In conclusion, as the Dakota proverb suggests “ When you find you are riding upon a dead horse, the best strategy is to dismount. “

Respectfully submitted,

Thomas M. Markus Senior Citizen

FromClerksOffice- Memorial Day service

1 message

pamdeweese via Clerks Office <ClerksOffice@bhamgov.org>

Sat, May 31, 2025 at 1:34 PM

Reply-To: pamdeweese@comcast.net

To: clerksoffice@bhamgov.org

Cc: carrolldeweese@comcast.net

Alex, Please see that this letter is shared with the Commission. Hope you are well. Thanks.



Memorial Day letter 2025.docx

15K

May 30, 2025

Dear City Commissioners of Birmingham,

Carroll and I attended the Memorial Day Ceremony in Shain Park as we usually do. It was a beautiful day and a lovely ceremony. The speeches by George Getschman and Mayor Protem Ballard were both inspiring as they should be on such an important occasion. We are grateful to the city for all the activities and events it offers.

At the close of the ceremony, Bruce Miller, who has organized the event for many years, announced that this was his last year in charge and he hoped someone else would take over, I hope that someone will too, perhaps some organization-Rotary, Boy Scouts, High School Honor Society, If none come forward I hope the City will find a sponsor or rise to the occasion and take on this responsibility. The City of Birmingham has celebrated Memorial Day since the end of the Civil War. It is just as important now, if not more so.

I also wanted to observe that the ceremony was less well attended than in the past and needs to be on the City calendar and promoted. It was sad to see that only two city commissioners attended and almost no children. These events bring people together and enhance the sense of community identity which Birmingham needs now.

Sincerely,

Pam DeWeese

M-1 (Woodward Avenue) Corridor Plan



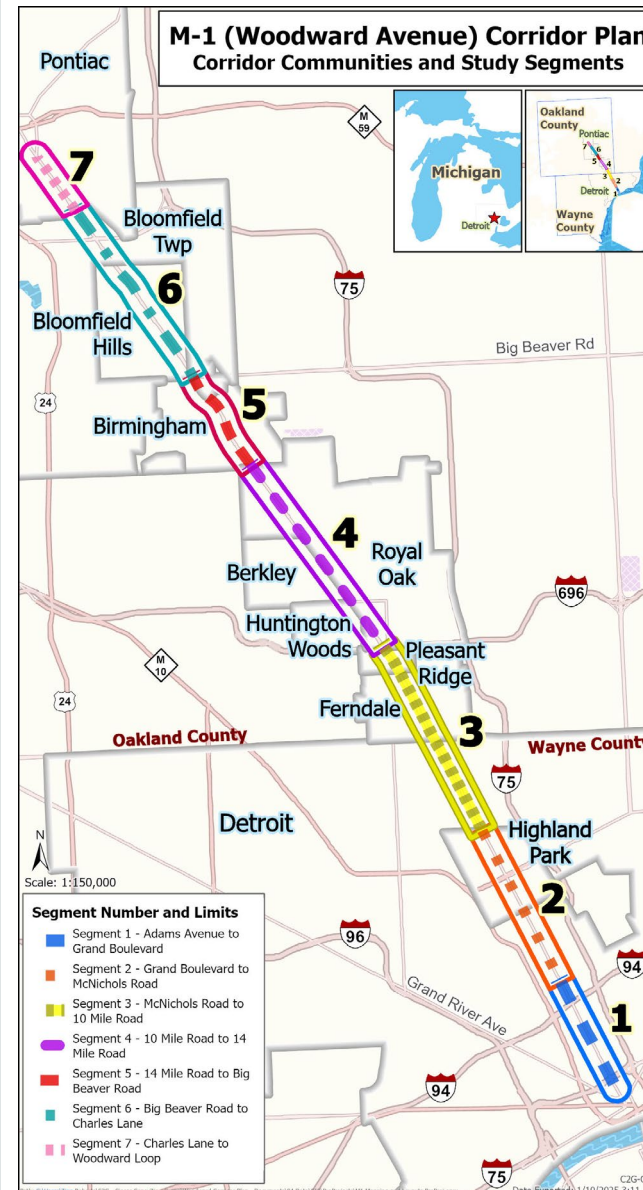
OPEN HOUSE #2 INVITE

The Michigan Department of Transportation (MDOT) is undertaking a corridor plan for M-1 (Woodward Avenue). The intent is to establish a comprehensive vision for the corridor that balances the needs of all users (autos, pedestrians, transit, and bicycles) to provide a strategic approach for future MDOT investments. Information on transportation data, safety, previous plans, and other existing information will be presented. We are looking for input on improvements to consider as the plan proceeds to the next phase.

Attend the Open House to view informational boards, ask questions, and provide feedback. Open house materials will also be available on Michigan.gov/WoodwardPlan.



Michigan.gov/WoodwardPlan



NORTHERN OPEN HOUSE

Thursday, June 12, 2025
3-6 p.m.

Birmingham Baldwin Public Library
300 W Merrill Street
Birmingham, MI 48069

Two hour free parking noted at Chester Garage (northwest of library) or metered on-street parking.

The nearest transit stop to the library is SMART (Route 780) at W Maple Road and Bates Street.

SOUTHERN OPEN HOUSE

Tuesday, June 17, 2025
3-6 p.m.

Cadillac Place
3044 W Grand Boulevard, Room L150
Detroit, MI 48202

Metered on-street and garage parking located nearby.

The nearest transit stops to Cadillac Place are the QLINE Grand Boulevard stop and the SMART (Route 851) at W Grand Boulevard and 2nd Avenue.

Attendees who require mobility, visual, hearing, written, or other assistance for effective participation should contact Orlando Curry at 517-241-7462 or CurryO@Michigan.gov, preferably at least five business days prior to the scheduled meeting. Forms are located on the [Title VI webpage](#). Requests made after this timeframe will be evaluated and honored to the extent possible.